



WATERLAKE
HILLS ECO ESTATE

Waterlake Hills (Pty) Ltd

Registration Number: 2022/478141/07

Directors: L. Meyer | W.K. Chalmers | B.A.P. Elskie

Website: www.waterlakehillsestate.co.za

Address: Boschkop Road, Boschkop 369, Pretoria, South Africa

Offer to Purchase

WATERLAKE HILLS OFFER TO PURCHASE

Entered into Between

SE LL ER	Name: WATERLAKE HILLS (PTY) LTD Registration Number: 2022/478141/07 Full Name of Representative: LOUIS MEYER Signing capacity of representative: DIRECTOR Physical Address:
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And

PU CH AS ER	Name: Identity/ Registration Number: Full Name of Representative: Signing capacity of representative: Director / Trustee Physical Address:
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The Purchaser offers to purchase the following Property:

PR OP ER TY	PORTION ____ (A PORTION OF THE REMAING EXTENT OF PORTION 337) OF THE FARM BOSCHKOP 369, REGISTRATION DIVISION JR, PROVINCE OF GAUTENG MEASURING _____ (_____) HECTARES HELD BY DEED OF TRANSFER T52621/2023
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(the Property), subject to all the rules, provisions, conditions and servitudes mentioned or referred to in the current and/or prior Title Deeds of the Property and to all such other conditions and servitudes which may exist, and in the condition and to the extent such as it now lies *voetstoots* (as it stands) upon the following terms:-

CO NV EY AN CE R	Firm Name: GRIESEL VAN ZANTEN INC Registration Number: 2021/809383/21 Conveyancer: Johann-Carl de Wet Telephone: (012) 343 2407 Email: carl@gvzinc.co.za
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1. THE PURCHASE PRICE

1. The purchase price is the sum of R_____ (_____ Rand)
2. VAT (delete whichever is not applicable)
 - 1.2.1 Transfer duty is payable as the Seller is not a Vat vendor and the purchase price is not subject to Vat,
 - 1.2.2 The Seller is a Vat vendor and the purchase price includes Vat.
3. The Purchaser shall pay a deposit within **7 (Seven) days** of acceptance of this offer in the sum of R_____ (_____) which amount shall be deposited with the Conveyancer.
4. The balance of the purchase price is to be paid to the Seller upon registration of transfer, secured by guarantees acceptable to the Seller, delivered to the Conveyancer within **30 (Thirty) days** after date of acceptance of this offer or the due fulfilment of all suspensive conditions contained herein, whichever is the later, or if any part thereof is paid in cash, to be deposited with the Conveyancer within the same time period and is to be held in trust pending transfer of the Property.
5. This Agreement shall serve as the Conveyancer's authority to invest the Purchaser's funds, the interest of which is to accrue to the Purchaser. The Purchaser's attention is specifically drawn to the fact that the Conveyancer is not able to invest the funds until such time as the Purchaser has provided FICA documentation to the Conveyancer.

2. SECURING OF FINANCE FOR THE PURCHASE PRICE

1. This Agreement is subject to the suspensive condition that the Purchaser is granted a loan by a financial institution on its normal terms and conditions within **30 (Thirty) days** of acceptance of this offer in the sum of R_____ (_____ Rand) or any lesser sum as the Purchaser may accept / apply for.
2. This suspensive condition is deemed to be fulfilled on the date that the financial institution issues a written approval in principle or a quotation and/or pre agreement statement for the amount of the loan, or the lesser amount applied for.
3. Should the Purchaser obtain a loan for a lesser amount he/she/it warrants that such shortfall will be paid in cash on/before lodgement of the documents at the Deeds Office for Registration and/or will be secured by a further loan.
4. The Purchaser agrees to without undue delay personally complete, sign and submit a loan application together with all necessary supporting documentation to a financial institution and any mortgage bond originator nominated by the Seller and authorises the originator to apply for loan finance to any financial institution.

3. TRANSFER

- 3.1. Transfer of the Property and registration of the bond over the property (in the event a loan is granted) shall be effected by the Sellers Conveyancers within a reasonable time after the Purchaser has complied with the terms of this Agreement and/or the fulfilment of the suspensive conditions set out herein, whichever is the later date.
- 3.2. The costs of transfer including bond costs and transfer costs, including transfer duty (alternatively Vat as may be applicable) shall be payable by the Purchaser on demand by the Conveyancers.
- 3.3. The parties undertake to sign all documents and do all things necessary to fulfil the terms of this Agreement on demand.
- 3.4. The Seller records that he shall obtain a rates clearance certificate from the local authority in respect of the Property in terms of section 118(3) of the Municipal Systems Act 32 of 2000. The Seller warrants that when obtaining the rates clearance certificate from the local authority, he shall effect payment of the full debt due to the local authority and shall not limit this to the two years preceding the application for rates clearance figures in terms of Section 118(1) of the Municipal Systems Act 32 of 2000.

4. OWNERSHIP / POSSESSION

All the benefits and risks/costs of ownership of the Property shall pass to the Purchaser on registration of transfer from which date the Purchaser will be liable for all costs related to the property, rates and taxes and the levies imposed by the Waterlake Hills Homeowners Association.

5. OCCUPATION

Vacant occupation shall be given to and taken by the Purchaser at noon on **Registration of Transfer**.

6. FIXTURES AND FITTINGS

The Property is sold together with all improvements and fixtures and fittings of a permanent nature (which the Seller warrants are his exclusive property, fully paid for) including as applicable: pelmets, remote controls, door keys, fitted carpets, curtain fittings (rods and rails etc), blinds, fences, trees, shrubs, stoves, built in heaters, electric fittings, fitted TV and M-net aerials, satellite dishes, engine pumps, alarm systems (*delete if not applicable*), pool equipment, pool cleaner, garden sheds, fixed light fittings, fireplaces including grates, awnings, as well as:

Any assets to which the Seller was entitled to by virtue of his membership to the Homeowners Association.

and

Excluding:

Any installation of gas and/or solar systems, which may be present on the premises, which may be leased from _____.

a n d

7. HOMEOWNERS ASSOCIATION

1. A Homeowners Association has been established and simultaneously upon transfer of the Property to the Purchaser, the Purchaser shall automatically become a member of the Homeowners Association and shall comply with its Memorandum and Articles of Association/Constitution and rules.

2. The Purchaser will remain a member of the Homeowners Association as long as he/she remains the registered owner of the property and is obliged to inform any prospective purchaser of the existence of the Homeowners Association and the obligations towards the Homeowners Association.

3. The Seller shall be liable for the payment of levies of the Association until the date of registration of transfer and the Purchaser shall be liable for the payment of these levies from date of registration of transfer.

4. Notwithstanding anything to the contrary, any special levy declared prior to the date of sale, but payable after registration of transfer, shall be paid by the Seller prior to registration of transfer.

5. The Seller warrants that she is not aware of any special levy being proposed by the Association other than _____.

6. Notwithstanding anything to the contrary in this Agreement:

6.1. the Seller will be liable for any special levies imposed by the Association after the date of sale and before registration where these are for any expenses incurred/underestimated prior to the date of sale.

6.2. the Purchaser will be liable for any special levies imposed by the Association after the date of sale for any expenses incurred for the improvement/ maintenance of the Scheme after the date of sale.

2. ELECTRICAL COMPLIANCE CERTIFICATE / CERTIFICATE OF GAS CONFORMITY / ELECTRIC FENCE SYSTEM CERTIFICATE OF COMPLIANCE

- 8.1 The Seller undertakes to at its expense to obtain, from an accredited person, a Certificate of Electrical Compliance (ECC) and/or Certificate of Gas Conformity (CGC) (if applicable) and/or Electric Fence System Certificate of Compliance (EFSCOC) (if applicable), and undertakes to bear the cost of any expenses incurred as may be required for the issue of the aforementioned certificates.
- 8.2. The ECC, CGC and EFSCOC shall comply with all the applicable current legislation and shall be delivered to the Purchaser or the Conveyancing Attorneys prior to the date of occupation, alternatively within 7 days of request by the Conveyancers, whichever is the sooner.
- 8.3. The Seller warrants that no additions or alterations to the electrical / gas installation / electric fence system have or will be effected after the date of issue of the ECC / Certificate of Gas Conformity / EFSCOC.
- 8.4. After delivery of the ECC / Certificate of Gas Conformity / EFSCOC, the Purchaser shall have no further claims against the Seller in relation to the electrical installation / gas installation / electric fence system.
- 8.5. The Conveyancers are instructed not to register the transfer of this Property in the Deeds Registry until the provisions of this clause have been complied with.

BREACH

- 9.1. In the event of a breach of this Agreement, the aggrieved party may give the defaulting party 7 days written notice to remedy the default, failing which the parties will have the right, without prejudice to his rights in law, to act as set out below.
- 9.2. If the Purchaser defaults, the Seller may after the Purchaser's failure to remedy the default after receipt of the abovementioned notice, at his option without prejudice to his rights in law:- (i) cancel this Agreement and retain the Deposit in the Conveyancer's trust account and set it off against any damages proved by the Seller to have been suffered or (ii) enforce the terms hereof including payment of the full Balance of the Purchase Price owing at the date of the Purchaser's breach aforementioned.
- 9.3. If the Seller defaults, the Purchaser may after the Seller's failure to remedy the default after receipt of notice, at his option without prejudice to his rights in law:- (i) cancel this Agreement claim damages proved by the Purchaser to have been suffered or (ii) enforce the terms of this Agreement.
- 9.4. If this Agreement is terminated for any reason, such termination will not release a Party from any liability which at the time of termination has already accrued to another Party or which thereafter may accrue in respect of any act or omission prior to such termination.

3. PENALTY INTEREST

Should the transfer of the property be delayed by any act or omission or the part of either party, then the defaulting party shall be liable for and shall pay interest on the purchase price at 9% (Nine percent) calculated from the date upon which the aggrieved party or Conveyancer issues written notification placing the defaulting party in penalty until the date upon which the defaulting party ceases to be in penalty.

4. WARRANTIES

- 10.1. The Property is sold *voetstoots* (as it stands) in the condition in which it stands and the Seller gives no warranty with regard thereto, whether express or implied.
- 10.2. The Purchaser warrants that he/she has fully acquainted himself with and accepts the nature and extent of all fauna and flora, including any alien or invasive species situated on the property and understands the legal implications thereof.
- 10.3. The Seller shall not be responsible to point out any survey beacons or boundaries of the Property to the Purchaser and shall not be responsible to the Purchaser for any deficiency in the extent of the Property that may be found upon the measurement and likewise the Purchaser shall be entitled to the benefit of any excess.
- 10.4. The parties warrant that all consents required by the Matrimonial Property Act No. 88 of 1984 have been furnished. If there is more than one Purchaser their liability shall be joint and several.

- 10.5. The parties warrant that their Tax affairs with SARS are up to date so as to enable the issue of a transfer duty receipt.
- 10.6. The Seller warrants that to the best of his/her knowledge and belief, building plans have been approved by the Local Authority in respect of all buildings and structures on the property, for which building plans are required. Should it transpire that any buildings or structures have no approved building plans then the Seller shall be obliged to have such plans prepared and approved by the Local Authority prior to the registration of transfer.
- 10.7 The Purchaser warrants that he/she is aware of the Development plan, the Geological Survey Report, The Memorandum of Incorporation and Rules of the Homeowners Association and that levies are imposed on the Property.

5. VOETSOOTS (IN THE CONDITION THAT THE PROPERTY STANDS ON DATE OF SALE)

- 11.1. The Purchaser records that it understands that the Property sold in terms of this offer to purchase has been offered for sale by the Seller in the condition in which it stands on the date this Agreement is signed.
- 11.2. The Purchaser records that it has had an opportunity to inspect the Property. The Purchaser specifically agrees to accept the Property in the condition in which it stands as at the date this Agreement is signed.
- 11.3. The Purchaser purchases the property with all benefits to which it is legally entitled and subject to all servitudes and conditions to which it may be subject, whether contained in the title deeds or otherwise.
- 11.4. The Seller shall be free from liability in respect of patent or latent defects and the Purchaser acknowledges that in purchasing the property he has not relied on any representations made by the Seller regarding the condition of the property save for those specifically set out in this agreement.

6. DOMICILIUM (LEGAL NOTICE ADDRESS)

- 12.1. The parties choose as their address at which all notices and legal process may be served, the addresses as set out in page one and the information page below. (*domicilium citandi et executandi*).
- 12.2. Any notice given by one of the parties to the other (the addressee) which is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's *domicilium citandi et executandi* shall be presumed, until the contrary is proved, to have been received by the addressee on the 5th day after the date of posting and if delivered by hand on the date of delivery and if sent via email or fax shall be presumed to have been received on the first working day following dispatch thereof.
- 12.3. Notwithstanding anything to the contrary, a written notice or other communication actually received by a party shall be adequate written notice or communication to it notwithstanding that the notice was not sent or delivered to its chosen address.

7. SUSPENSIVE CONDITIONS

- 13.1. If any suspensive condition in this Agreement is not fulfilled within the time given for fulfilment, the parties agree to an automatic extension of 7 days (irrespective of whether such extension is communicated to either party) unless the Seller, at the Seller's sole option, advises the Purchaser in writing prior to the expiry of the initial period, that the initial period is not extended.
- 13.2. Failure by the Purchaser to take all reasonable steps to fulfil any suspensive condition in this Agreement shall constitute a material breach of this Agreement, entitling the Seller at their option to regard the suspensive condition as having been fulfilled in terms of the doctrine of fictional fulfilment.
- 13.3. If the suspensive conditions relating to loan finance are not fulfilled through no fault of the Purchaser, the sale shall lapse and be of no force and effect and the deposit paid by the Purchaser shall be refunded with any interest accrued thereon.
- 13.4. If any suspensive/s condition is not fulfilled as provided for in this Agreement, this Agreement shall, subject to the terms hereof, be of no further force or effect, except that the parties will retain any rights as they may have accrued prior to termination.

- 13.5. The parties may waive any suspensive condition for their benefit by written notice to the other party or the Conveyancing Attorneys.

8. ALIENATION OF LAND ACT

- 14.1. Sections 2A and 29A of the Alienation of Land Act 68 of 1981, shall apply in the event that the purchase price does not exceed R250 000,00, the Purchaser is a natural person and the Purchaser has no right to nominate a third party as purchaser.
- 14.2. Should sections 2A and 29A of the Alienation of Land Act 68 of 1981 be applicable, the Purchaser may revoke this offer within 5 working days of the signing of this offer (not including the day of signature) by written notice delivered to the Seller. Such notice will have no effect unless it is unconditional, is signed by the Purchaser or his/her agent acting on his/her written authority, refers to this Agreement as the agreement that is being revoked or terminated as the case may be.

9. COMPANY/CLOSE CORPORATION / TRUST

- 15.1. If the Purchaser is acting as an agent or trustee of a company to be formed, alternatively, the Purchaser is a company, close corporation or trust, the person/s signing this offer on behalf of the Purchaser or as agent or trustee hereby binds himself as surety for and co-principal debtor with the Purchaser for the discharge of all the Purchaser's obligations arising out of this Agreement, and hereby undertakes to sign any mortgagee/s documents of suretyship, co-principal debtorship, or as may be required by any mortgagee/s contemplated in this Agreement so as to ensure the fulfilment of any condition/s to which this Agreement may be subject.
- 15.2. A person acting as agent or trustee for a company to be formed, shall in his personal capacity be liable as Purchaser under this Agreement unless the company is formed and adopts, ratifies and performs under this Agreement within 30 (thirty) days of acceptance by the Seller.
- 15.3. If either party is a close corporation, company or trust, the person acting and signing this Agreement on behalf of such entity warrants that he/she has the necessary authority to act on behalf of such entity. In the event of such entity not being properly incorporated or not being bound to this Agreement due to a lack of compliance with required formalities or lack of authority, the signatory hereof will be personally liable.

10. CONSUMER PROTECTION ACT 68 OF 2008

The Seller warrants that this sale of the Property is not in the ordinary course of business as contemplated in the Consumer Protection Act 68 of 2008, unless otherwise disclosed to the Purchaser in writing.

11. GENERAL

- 17.1. This Agreement constitutes the whole agreement between the parties and no other agreements, representations or warranties of whatsoever nature have been made by the parties, save as are included herein.
- 17.2. This Agreement shall not be varied or cancelled unless such variation or cancellation is reduced to writing and signed by all the parties or their duly authorised representatives. This requirement shall only be satisfied if such amendment or variation is made in a written, paper based form. The provisions of the Electronic Communications and Transactions Act 25 of 2002 are expressly excluded from this clause.
- 17.3. Should any provision of this Agreement be deemed illegal or unenforceable, such will be deemed severed from this Agreement, the remaining provisions shall continue to be binding on the parties.
- 17.4. No latitude, extension of time or other indulgence which may be given or allowed by either party shall be construed to be a waiver or a novation of the party's rights.
- 17.5. The Parties acknowledge this Agreement and its provisions have been fully explained to them.
- 17.6. All marketing material used by the Seller in the marketing of the Property shall not override any information contained in this Agreement that all parties shall be bound only by the terms and conditions of this Agreement.

- 17.7. The Purchaser irrevocably consents to release of information to the Seller regarding the approval or decline of loan finance by any financial institution to which application for loan finance is made.
- 17.8. The Parties undertake to on request provide the Conveyancing Attorney with documentation necessary to comply with FICA (Financial Intelligence Centre Act).
- 17.9. If the Seller is a non-resident of the Republic of South Africa, the Seller acknowledges that provisions of Section 35A of the Income Tax Act are applicable.

12. ESTATE AGENTS

- 18.1 The Seller shall be liable for the payment to the estate agent of any agent's commission in respect of the sale of the property as agreed upon between them, provided that, if the purchase is cancelled as a result of the Purchasers breach of this agreement, then the Purchase shall be liable to pay any such commission incurred by the Seller;
- 18.2 The parties acknowledge that if the agreement is cancelled as a result of the Purchaser's default, then the Seller is entitled to cede to the estate agent any right in terms of this clause to claim payment of the agents commission from the Purchaser.

13. IRREVOCABILITY OF OFFER

This offer is irrevocable and may not be withdrawn until 22h00 on _____ 2023 (whereafter it shall have lapsed) and is binding upon acceptance at any time prior thereto irrespective of notification of acceptance to the Purchaser. Any counter offer made by the Seller shall not be deemed to be a refusal of this offer and this offer shall remain irrevocable until the expiry period stated above.

SIGNED at _____ on the _____.

PURCHASER

PURCHASER

ACCEPTED BY THE SELLER at _____ on the _____.

The Seller warrants that the price reflected in clause 1 above is the true consideration in this transaction and that no other consideration (other than those contained in this Agreement) is involved between the parties directly or indirectly.

SELLER

SELLER

SELLER'S INFORMATION

Name _____

Identity Number _____

Income Tax No _____

VAT No. _____

Marital Status Unmarried In community Out of Community

Mobile No. _____

Work No. _____

Home No. _____

Fax No. _____

Email _____

Present Address _____ Post Code _____

Future Address _____ Post Code _____

Bondholder _____ Bond Account No _____

Telephone _____ Email _____

Purpose Property will be Residential Business Let

*Kindly provide copies of any supporting documents of the above information as supplied.

PURCHASER'S INFORMATION

Name _____

Identity Number _____

Income Tax No _____

VAT No. _____

Marital Status Unmarried In community Out of Community

Mobile No. _____

Work No. _____

Home No. _____

Fax No. _____

Email _____

Present Address _____ Post Code _____

Future Address _____ Post Code _____

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