

(Updated 23/01/2025 – Version Vacant Land Subject to Loan)

**IRREVOCABLE OFFER TO PURCHASE (“OTP”)**

**THORNY BUSH ESTATE**  
(PIET POTGIETERSRUST EXTENSION 25 TOWNSHIP)

**PARTIES TO THE AGREEMENT:**

I/We the undersigned,

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Identity Number/s **or** Company No. **or** CC No. **or** Trust No.:

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a) Marital status: unmarried / married in / married out – give date below if applicable:

Date: \_\_\_\_\_

**or**

b) Status of Authorised Signatory (director/trustee/member etc.):

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(physical address)

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(postal address)

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Income tax No: \_\_\_\_\_

VAT No: \_\_\_\_\_

Tel (w): \_\_\_\_\_

Tel (h): \_\_\_\_\_

Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

(hereinafter referred to as "the **PURCHASER**")

hereby offer to purchase the **property** described below for the purchase price set out hereunder and upon the terms and subject to the conditions contained herein from:

**PROUDAFRIQUE TRADING 191 (PTY) LTD**

**Company number:** 2008/013752/07

herein represented by

ROBERT GREGORY HUDSON and / or IVOR SHAUN McGRATH

duly authorised hereto by resolution

of **109 Thabo Mbeki Street, Mokopane**

(domicilium address)

**VAT:** 467 0252 727

(hereinafter referred to as "the **SELLER or DEVELOPER**")

**1. OFFER TO PURCHASE:**

1.1. The **PURCHASER** hereby offers to purchase the **PROPERTY** from the **SELLER** at the price, upon the terms and subject to the conditions contained in this agreement.

1.2. This offer, subject to the condition contained in this agreement, is irrevocable and shall constitute a final and binding agreement of sale upon acceptance thereof by the Seller.

1.3. Acceptance of this offer by the **SELLER** shall be effected by the signing of this agreement and delivery thereof to the **CONVEYANCERS**.

1.4. Acceptance of the offer will elevate this agreement to a final agreement of sale.

1.5. It is acknowledged that:

1.5.1. The **PURCHASER's** initial deposit shall be kept in an interest-bearing trust account opened in terms of Section 86(4) of the Legal Practice Act, 2014 by SHAUN McGRATH ATTORNEYS (or its successor in title or its nominee) from MOKOPANE until date of registration of transfer. All interest shall be for the **PURCHASER's** benefit. It is further recorded that should the **PURCHASER** cancel his/her AGREEMENT and such cancellation emanates from the **PURCHASER** without any fault from the **SELLER**, the deposit paid by the **PURCHASER** shall become non-refundable and forfeited in favour of the **SELLER** to defray holding costs.

1.5.2. If the sale is cancelled at the request and instance of the **PURCHASER** for good and valid reason in writing and accordingly accepted by the **SELLER** an Attorney's service administration fee of R1 500.00 (VAT Exclusive) per stand together with all wasted costs will be payable by the **PURCHASER** to the conveyancing attorney, and to be deducted from the deposit.

**2. PROPERTY:**

The **property** hereby sold is:

**S. G. Erf No** \_\_\_\_\_ **Lay Out Plan No.** \_\_\_\_\_  
MEASURING approximately \_\_\_\_\_ square metres;

situated in the township of **PIET POTGIETERSRUST X 25**, Registration Division K.S., LIMPOPO PROVINCE established upon **PORTION 198 (a Portion of Portion 181) of the FARM PIET POTGIETERSRUST TOWN AND TOWNLANDS 44, Registration Division K.S.**, known as **Thorny Bush Estate** (hereinafter referred to as "the **property**") upon the terms and subject to the conditions as set out in this offer or any agreement pursuant thereto and more specifically the following:

- 2.1. The **PURCHASER** acknowledges that he knows and understands that the proposed township referred to in clause 2 above is the PHASE 1 A / B or PHASE 2 of the proposed development and hereby binds himself to accept both the inconvenience that may be caused by the development of further phases and/or townships and the marketing of properties or units in such further phases and/or townships as well as the effect that such further developments may have on the use and enjoyment of the **property** as may be afforded to him by the Home Owners Association referred to in clause 8 hereunder. The **PURCHASER** hereby authorizes the **SELLER** to take all such steps and perform all such actions as may be necessary to develop and establish such further phases or townships, as the **SELLER** in its sole discretion may determine and the **PURCHASER** furthermore undertakes not to object to or oppose such further development and to sign, when called upon to do so by the **SELLER** or any professional person acting on behalf of the **SELLER**, all such consents, authorities or documents as may be required by the **SELLER** for this purpose. The total envisaged development of the said portion of the farm will however not exceed approximately 450 (FOUR HUNDRED AND FIFTY) dwelling erven.
- 2.2. The **SELLER** shall provide the following upon completion of the entire proposed development scheme:
  - 2.2.1. Access routes, the nature and extent of which will be determined by the **SELLER** in its sole discretion;
  - 2.2.2. Common amenities such as a gate house and security wall/fence;
  - 2.2.3. An upgraded golf club house with garden and upgraded 18-hole golf course at the Kameeldoring Golf Club;
  - 2.2.4. Private open spaces as provided for on the locality plan;
- 2.3. The **PURCHASER** furthermore acknowledges that he fully appreciates and understands that these facilities shall be for the use of Home Owners, Kameeldoring Country Club members and bona fide visitors in this township and that a levy will be payable monthly in advance, which costs will include the

costs of a house membership of Kameeldoring Golf Club. All facilities shall comply with the requirements and standards of the Local Authority.

**3. PURCHASE PRICE AND METHOD OF PAYMENT:**

**Choose either 3.1. or 3.2. or 3.3. or 3.4., strikethrough inapplicable clauses. Clause 3.5 applicable to clauses 3.1.-3.4.**

The **PURCHASE PRICE** shall be an amount of R \_\_\_\_\_  
( \_\_\_\_\_ )  
(which amount includes VALUE ADDED TAX ("VAT") at 15%) (in the event that the rate payable for VAT increases then the purchase price will also increase accordingly) and payable as follows:

**3.1. CASH SALE:**

Full Purchase Price above payable within 10 (ten) days of signing this agreement, proof of payment to be supplied within 10 (ten) days after the signing this contract to the Conveyancers as more fully described in clause 6.1.

OR

**3.2. DEPOSIT AND 30 DAY PAYMENT:**

The **PURCHASER** shall pay a \_\_\_\_\_% deposit in the amount of R \_\_\_\_\_  
( \_\_\_\_\_ ),  
on date of signature of this agreement by the **PURCHASER**, to

**SMG ATTORNEYS / SHAUN McGRATH ATTORNEY** (hereinafter referred to as "the Conveyancers") which shall be regarded as a reservation fee until acceptance of the irrevocable offer to purchase where after it shall be deemed to be the **DEPOSIT**. The **PURCHASER** hereby authorises the Conveyancers to invest the aforesaid deposit in an interest bearing account at a financial institution of their choice for the benefit of the **PURCHASER** in accordance with the provisions of Section 86(4) of the Legal Practice Act No. 28 of 2014 until registration of transfer of the property in the name of the **PURCHASER** where after the Conveyancers will pay the aforesaid deposit as part of the purchase price to the **SELLER**.

3.2.1. The balance of the purchase price shall be paid to the Conveyancers against registration of transfer and shall be secured by a guarantee from a bank or other financial institution acceptable to the **SELLER**, covering payment of such balance of the purchase price, **within 30 (THIRTY) days** from date of signature of this agreement by the **SELLER** which guarantee shall stipulate that it shall be payable **against registration of transfer of the property into the name of the PURCHASER, or as can be agreed with the SELLER in writing;**

OR

**3.3. DEPOSIT AND DOWN PAYMENT:**

The **PURCHASER** shall pay a \_\_\_\_\_% (20% minimum deposit is compulsory if this option is chosen by **PURCHASER**) deposit in the amount of R \_\_\_\_\_, on date of signature of this agreement by the **PURCHASER**, to

**SMG ATTORNEYS / SHAUN McGRATH ATTORNEY** (hereinafter referred to as "the Conveyancers") which shall be regarded as a reservation fee until acceptance of the irrevocable offer to purchase where after it shall be deemed to be the **DEPOSIT**. The **PURCHASER** hereby authorises the Conveyancers to invest the aforesaid deposit in an interest bearing account at a financial institution of their choice for the benefit of the **PURCHASER** in accordance with the provisions of Section 86(4) of the Legal Practice Act No. 28 of 2014 until registration of transfer of the property in the name of the **PURCHASER** where after the Conveyancers will pay the aforesaid deposit as part of the purchase price to the **SELLER**.

3.3.1. The balance of the purchase price shall be paid to the Conveyancers against registration of transfer and shall be secured by a guarantee from a bank or other financial institution acceptable to the **SELLER**, covering payment of such balance of the purchase price which guarantee shall stipulate that it shall be payable against registration of transfer of the **property** into the name of the **PURCHASER**, or as can be agreed with the **SELLER** in writing as follows.:

DATE	R - AMOUNT	AMOUNT IN WORDS

TOTAL R \_\_\_\_\_

OR

**3.4. MORTGAGE LOAN:**

3.4.1. This offer is subject to the approval in writing by a financial institution/s on its / their terms and conditions, of a mortgage loan/s totalling not less than: R \_\_\_\_\_, ( \_\_\_\_\_ )

or such lesser amount as may be accepted by the **PURCHASER**, against security of the **property**. Application shall be made to such financial institution/s as may be selected by the **PURCHASER**, for such mortgage loan/s forthwith. The Purchaser undertakes, as expeditiously as reasonably possible, to pursue all reasonable sources of mortgage finance and to do all

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things necessary to procure the granting of the loan (including but not limited to the signing of documents and the furnishing of relevant information). The **SELLER** may request the **PURCHASER** to provide proof of submission of the application/s to such financial institution/s which proof shall be provided to the **SELLER'S** agent within 2 (two) working days of such request. Any non-compliance by the Purchaser to pursue all reasonable sources of mortgage finance, will constitute a breach of this agreement and the provisions of Clause 7 shall apply.

- 3.4.2. Confirmation of approval shall be in the form of a written quotation issued by the financial institution/s in their standard format and subject to such financial institution's usual terms and conditions, to be given **by no later than...../...../.....**, whereupon this suspensive condition shall be deemed to have been fulfilled, failing which the aforesaid date shall be automatically extended for a further 14 (fourteen) days. Seeff is hereby authorized to apply for the mortgage loan on the **PURCHASER'S** behalf.
- 3.4.3. In order to facilitate the application by the **PURCHASER** for the mortgage finance, the parties' consent to the disclosure by Seeff (or its mortgage originator nominee) of this agreement and the information contained herein for the specific purpose of the Purchaser's application for mortgage finance.
- 3.4.4. The provisions of this clause are for the benefit of the **PURCHASER**, who may unilaterally waive the use of the mortgage loan finance. Such waiver must be communicated to the **SELLER** in writing prior to the expiry of the period for loan approval set out in clause 3.4.2., above.
- 3.4.5. Notwithstanding this this agreement is not subject to the granting of a mortgage loan, the **PURCHASER** intends to use mortgage finance to purchase the Property. A mortgage bond will accordingly be registered over this or another property prior to or simultaneously with Transfer. It shall be the **PURCHASER'S** responsibility to ensure that the registration of such bond does not delay Transfer. This provision is for the benefit of the **PURCHASER** who may unilaterally waive it.
- 3.4.6. Notwithstanding the provisions of clause 7, should the **PURCHASER** fail to deliver the guarantee referred to in clause 3.2 above timeously or fail to comply with the balance of the **PURCHASER's** obligations in terms of this offer or any agreement pursuant thereto, then without notice, penalty interest shall accrue at 2% (TWO PERCENT) above the prime overdraft rate charged by the **SELLER's** bankers from time to time, calculated on the balance of the purchase price.
- 3.4.7 The **PURCHASER** hereby authorises the **SELLER** to procure the appointment of the Conveyancers for the registration of any mortgage bond(s) that may be required for the purposes of this transaction.
- 3.4.8. In the event of a dispute arising as to the rate payable, the rate shall be certified by any Manager or Assistant Manager of any branch of the **SELLER's** bank whose decision will be final and binding on the parties. The penalty interest shall accrue from the date on which the guarantee was due in terms on clause 3.2 until the actual date the guarantee is delivered or to the date on which the

**PURCHASER** complies with its obligations in terms of this offer or any agreement pursuant thereto, whichever is the later, and shall be payable prior to registration of transfer. Each payment made by the **PURCHASER** shall be allocated first to the payment of interest and then to the payment of any other monies due in terms of this offer or any agreement pursuant thereto and thereafter to the reduction of the purchase price.

**3.5 SPECIAL PROVISIONS IN TERMS OF CLAUSE 3.1. – 3.4.:**

- 3.5.1. Any deposit paid in terms of clause 3 will be non-refundable.
- 3.5.2. Payments made in terms of clause 3.3., will be serving as holding costs due to the time granted to the **PURCHASER** to fulfil the payment of the full purchase price. These payments will be non-refundable in case of cancellation of this Offer to Purchase (**due to breach of payment by the PURCHASER** in terms clause 3).
- 3.5.3. These holding costs will also be applied to wasted costs towards the Conveyancers fees and estate agent commission payable.
- 3.5.4. If this agreement of sale is cancelled by either the **SELLER** or the **PURCHASER (due to breach of payment by the PURCHASER** in terms clause 3) or this contract does not conclude, any deposit in terms of clause 3 will be non-refundable.
- 3.5.5. In the case of 3.5.4., above, the estate agent commission payable by the **SELLER**, will become due and payable by the **PURCHASER**. This may be paid by applying the said holding costs and deposit, if available.
- 3.5.6. Clause 7. of this contract to be applicable and read together with this said clause 3.5, in case of breach of payment by the **PURCHASER** in terms of the said clause 3.

**4. BROKERAGE:**

- 4.1. The Agent's commission payable in respect of the transaction at the agreed rate, shall be paid by the **SELLER** to the appointed SALES AGENT Seeff Properties Mokopane (hereinafter referred to as "the Agent") on registration of transfer.
- 4.2. In the event of the sale resulting from the acceptance of this offer being cancelled by the **SELLER** in consequence of the **PURCHASER's** breach of contract, the Agent shall be entitled to claim commission calculated at the same rate forthwith from the **PURCHASER**.
- 4.3. The Conveyancers are hereby irrevocably authorised by both the **SELLER** and the **PURCHASER** and instructed to effect payment of the commission to the Agent as soon as reasonably possible after the transfer date out of the proceeds of the sale due to the **SELLER**.

- 4.4. The provision of this clause is intended by both the **SELLER** and the **PURCHASER** to be a stipulation for the benefit of the Agent which may be enforced by the Agent, it being recorded and agreed that the Agent has accepted the benefits hereof by presentation of this agreement to the **SELLER** for signature.
- 4.5. The **PURCHASER** hereby declares that he was introduced to the **property** by the Agent and hereby indemnifies and holds the **SELLER** free and harmless from and against any claim which may be made by any other agent in respect of commission arising out of the sale of the **property** where such other agent claims to have actually introduced the **PURCHASER** to the **property** and/or to the **SELLER** in connection with the sale herein recorded.
- 4.6. The **PURCHASER** hereby irrevocably appoints the Agent or his / her nominee to facilitate the loan application process and grants all permission(s) that may be required to comply with loan conditions.

## **5. POSSESSION AND OCCUPATION:**

- 5.1. Possession and occupation of the **property** shall be given to and taken by the **PURCHASER** on registration of transfer of the **property** into the name of the **PURCHASER** from which date all the benefits and risks of ownership of the **property** shall pass to the **PURCHASER**.
- 5.2. From the registration date upon which the **PURCHASER** takes possession and occupation of the **property** the **PURCHASER** shall be liable for the payment of all rates, taxes, imposts or other municipal charges and the Home Owners Association levies, levied thereon. A services connection fee will be charged by the Mogalakwena Municipality which will be payable by the **PURCHASER** before the commencement of services to the **PROPERTY**, which is estimated to amount to approximately R5 000,00 per stand. Payment of these costs shall be effected immediately upon request by the **SELLER** or the Conveyancers to do so.
- 5.3. Should the **PURCHASER** take occupation before the date of transfer no tenancy shall thereby be created and under no circumstances will the **PURCHASER** acquire any lien or be entitled to any compensation for any improvements effected to the **PROPERTY**. Should this sale terminate for whatever reason prior to transfer, the **PURCHASER** shall be obliged to vacate the **PROPERTY** immediately.

## **6. TRANSFER AND COSTS:**

- 6.1. Transfer shall be effected by the Seller's Conveyancers, Attorneys **SMG ATTORNEYS / SHAUN McGRATH ATTORNEYS** or its successors in title or its nominee, 109 Thabo Mbeki Street, MOKOPANE, 0601 (P.O. Box 854,



MOKOPANE - 0600) (Ref: Shaun McGrath Tel No: 015 491-6384/5/6 / Fax No: 086 655 3428) (herein referred to as "the Conveyancers") and given by the **SELLER** and taken by the **PURCHASER** as soon as the **PURCHASER** has complied with all its obligations as set out in this offer or any agreement pursuant thereto.

- 6.2. All costs of transfer, including conveyancing fees, VAT on such fees, Deeds Office registration charges and costs relating to the obtaining of clearance certificates shall be payable by the **PURCHASER** when required to do so by the Conveyancers.
- 6.3. The **PURCHASER** shall pay to the Conveyancers a reasonable fee for attending to the investment of the deposit with a financial institution (clause 3.1) and the calling up thereof which will amount to approximately R1 500.00 (VAT exclusive) per stand.
- 6.4. In the event that the **PURCHASER** registers a mortgage bond to finance the balance of the purchase of the **property**, all applications for the loan to the bank(s) must be dealt with by the **DEVELOPERS'** preferred mortgage originators (hereinafter referred to as "the mortgage originator") and the **PURCHASER** shall make available all the required documentation to the mortgage originator in order to facilitate this.

## **7. BREACH:**

In the event of the **PURCHASER** failing to fulfil any of his obligations in terms hereof and remaining in breach for a period of 14 (FOURTEEN) days after receipt of a notice sent by the **SELLER** or the Conveyancers by prepaid registered post or email or delivered by hand to the **PURCHASER**, calling upon the **PURCHASER** to remedy such breach, the **SELLER** shall be entitled (without prejudice to any other rights which the **SELLER** may have), either to:

- 7.1 hold the **PURCHASER** to the offer or any agreement pursuant thereto and recover such damages as the **SELLER** may have suffered; or
- 7.2 cancel the offer or any agreement pursuant thereto and: or
- 7.3 retain the amounts paid on account of the purchase price as pre-estimated liquidated damages; or
- 7.4 claim all damages suffered by the **SELLER** by reason of the said breach, the **PURCHASER** hereby authorizing the **SELLER** to retain any amounts paid under this offer or any agreement pursuant thereto and to deduct such amounts from the damages sustained by the **SELLER**.
- 7.5 the **PURCHASER** undertakes to pay all attorney- and own client costs, collection commission and tracing costs plus VAT thereon which the **SELLER** might incur in collecting any amount owing in terms of this offer or any agreement pursuant thereto and which is not paid on the due date thereof including interest.

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<b>8 THE HOME OWNERS ASSOCIATION:</b>
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- 8.1. The **PURCHASER** acknowledges that he is aware of the fact that he is obliged to become a member of the **THORNY BUSH HOME OWNERS ASSOCIATION** an Association incorporated under Section 10 [section 21] of the Companies Act (NPC) (herein referred to as “the Home Owners Association”).
- 8.2. The **PURCHASER** also acknowledges that:
  - 8.2.1. He/she and his successors in title is obliged to become a member of the Section 10 Company to operate as the Home Owners Association on transfer of the **property** into his/her name. A copy of the Memorandum of Incorporation (“MOI”) of the Section 10 Company will be available for inspection at the sales office and at the offices of the Conveyancers. The MOI is deemed to be incorporated in and form part of this offer or any agreement pursuant thereto;
  - 8.2.2. He/she may not sell or alienate the **property** without first obtaining a clearance certificate from the Home Owners Association confirming that all levies, costs and interest have been paid up to and including the date of registration of transfer of such **property**.
- 8.3. The **PURCHASER** agrees, as a member of the Home Owners Association:
  - 8.3.1. to be bound by the MOI of the Home Owners Association and to all rules, regulations or by-laws issued by the Home Owners Association for as long as he remains the registered owner of the **property**;
  - 8.3.2. to pay the monthly levy as determined by the Home Owners Association;
  - 8.3.3. to sign any agreement, undertaking or application of membership of the Home Owners Association as may be required by the Home Owners Association in order to be admitted as a member thereof.
- 8.4. The **PURCHASER** acknowledges that in the event that he decides to sell the **property**, the person to whom he sells the **property** must agree to become a member of the Home Owners Association before transfer will be registered in the name of the aforesaid person.
- 8.5. The Home Owners Association will be the registered beneficiary in terms of a long term lease of all private open spaces, all roads (prior to transfer thereof to the Local Authority), the bio-diversity offset area and all other common property in respect of the proposed township, **PIET POTGIETERSRUST X25 and Remainder of Portion 198 of the FARM PIET POTGIETERSRUST 44, K.S.** either by virtue of a registered title deed or registered servitudes / leases.
- 8.6. It is recorded that the **SELLER** or its nominees will hold a minimum of 50% of the directorship of the House Owners Association until completion of the project. "Completion" means the latest future date of the last registration of transfer of any of residential erven to be sold to a buyer.

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- 8.7.** The **PURCHASER** shall be obliged from date of possession and occupation of the **property**, to pay a monthly levy in respect of the hereinafter mentioned services and in the manner herein described:
- 8.7.1. the maintenance and improvements to the security wall / fence and roads inclusive of the entrance and exit gates, both the water and electricity supply as well as landscaping and contribution towards golf-course maintenance by home owners' memberships to Kameeldoring Country Club, and private open spaces which shall be maintained by the Home Owners Association and such other amenities as are relevant;
  - 8.7.2. the Home Owners Association will from annually determine the amount of the levy and shall collect and administer the levy;
  - 8.7.3. the amount of the levy shall be determined by the Home Owners' Association;
  - 8.7.4. the **PURCHASER** acknowledges that it is understood that the monthly levy will be adjusted from time to time to accommodate, amongst other items, the effect of further phases as contemplated above.
  - 8.7.5. it is recorded that the **PURCHASER** will make payment of levies for three months in advance, prior to the registration of transfer, to the Conveyancer, who must, upon registration of transfer make payment thereof to the Home Owners Association for the credit of the **PURCHASER'S** levy account. Hereafter payments shall as far as possible be made by means of debit- or stop order and on or before the 7<sup>th</sup> day of every month;
  - 8.7.6. it is recorded that a house membership fee in respect of the facilities associated with the golf course will be payable by the **PURCHASER**, the amount of which to be determined by the **SELLER**, the Home Owners Association and Kameeldoring Golf Club Committee as from time to time.
- 8.8.** The **PURCHASER** acknowledges and confirms that he is aware that a title condition substantially in the form set out below will be inserted in the **PURCHASER's** title deed of the **property** on transfer provided that if the Registrar of Deeds or the Home Owners Association requires the aforesaid wording to be amended for purposes of registration of the title condition/s, the **PURCHASER** hereby agrees to such amendment:
- (i) Every owner of an erf in the township, or any subdivision thereof or any share or interest in such erf hereby transferred, shall automatically upon registration of the erf in his name become a member of the Home Owners Association and be subject to its constitution and be bound by its rules and regulations until he ceases to be an owner.
  - (ii) Every owner of an erf, or any subdivision thereof or any share or interest in such erf hereby transferred, shall not be entitled to sell, donate, exchange or transfer the erf or such share or interest therein, without the prior written consent of the Home Owners Association, which consent the Home Owners Association will be entitled to withhold unless:
    - (a) in the deed of sale, donation, exchange or other type of deed, the transferee is informed of the existence of the Home Owners

Association and the transferee undertakes in the said deed to become a member of the Home Owners Association and to be bound by the rules and regulations of the Home Owners Association;

- (b) all the amounts due to the Home Owners Association by the owner in respect of levies, special levies or otherwise have been paid in full;
  - (c) the owner is materially in compliance with the provisions of the Memorandum of Incorporation of the Home Owners Association
- (iii) The rezoning, subdivision and / or consolidation of the erf or any share or interest therein is a Home Owners' Association and Seller (until "Completion") prerogative and no application for rezoning, subdivision and / or consolidation shall be considered or approved by the local municipality or other authority authorised thereto, unless prior written approval thereof by the Home Owners Association and Seller (until "Completion") has been obtained.

**8.9.** The **PURCHASER** agrees and hereby undertakes to assist the **SELLER** and the Home Owners Association to achieve these objectives and to render such support as may be necessary or required to enable either one of them to render these services in the most efficient and cost-effective manner.

## 9. WARRANTIES, REPRESENTATIONS AND GUARANTEES:

- 9.1.** Save as otherwise stated, and without limiting the generality of the above mentioned, the **property** is sold "voetstoots".
- 9.2.** The **PURCHASER** admits having inspected the **property** to his satisfaction and that no guarantees or warranties of any nature were made by the **SELLER** or his agent regarding the condition, quality and geological suitability of the **property** or any of the improvements thereon or accessories thereof.
- 9.3.** The **PURCHASER** shall be obliged to accept transfer of the **property** subject to-
- 9.3.1. the conditions, reservations and servitudes contained in the title deed of the **property**;
  - 9.3.2. such conditions, including conditions of establishment and/or subdivision, as are imposed by the **SELLER**, the Local Authority, the Home Owners Association or any other competent authority and any conditions registered in the Deeds Office or referred to in the title deed of the **property**;
  - 9.3.3. any change in the numbering of the **property**.
- 9.4.** If upon a re-survey or re-measurement the extent of the **property** is found not to correspond to that set out in this offer or any agreement pursuant thereto,

then the **SELLER** shall not be liable for any minor shortfall nor shall it be entitled to claim compensation for any minor surplus.

**9.5.** The **PURCHASER** acknowledges that-

9.5.1. save as provided herein, no warranties, undertakings or representations whatsoever have been made or given by the **SELLER**, whether expressly or impliedly; and

9.5.2. no person has authority to make any representations whatsoever on the **SELLER's** behalf.

**9.6.** The **SELLER** shall not be required to indicate the location of the beacons or pegs on the land or the boundaries of the **property**.

**9.7.** The **SELLER** will not be liable for any damage caused to the **property** due to the installation of the normal infrastructural services such as roads, curbstones, sewerage works, electricity, water provisions, storm water drainage and the like. The **PURCHASER** accepts that the said activities will give rise to a certain degree of damage to the land and vegetation even if any infrastructural service is not placed or conducted directly over or under the **property**.

**9.8.** As from the date of possession and occupation, the **PURCHASER** is obliged at his own expense to keep the **property** neat and free of rubbish and excessive weeds and similar vegetation.

**9.9.** The **PURCHASER** will be liable at his own expense to remove any building rubble or similar material which may at any time, even before the date of possession and occupation be dumped on the **property**. Furthermore, from the date of possession and occupation the **PURCHASER** is obliged at his own expense to comply with all provisions of the Local or any other competent Authority which relate to the condition or neatness of the **property**, whether such provisions exist now or may be imposed hereafter. The **PURCHASER** may not effect any improvements to or alter the nature of the **property** prior to transfer.

**10. COMPANY OR CLOSE CORPORATION:**

**10.1.** If the **PURCHASER** is acting as trustee for a Company or Close Corporation to be formed, then and in the event of the said Company or Close Corporation not being formed within 60 (SIXTY) days from date of signature of this offer by the **PURCHASER** or, if formed, not ratifying and adopting this offer or any agreement pursuant thereto within 60 (SIXTY) days from date of signature of this offer by the **PURCHASER**, the **PURCHASER**, in his personal capacity shall be the **PURCHASER / TRANSFEREE** hereunder and shall be bound by all the terms of this offer or any agreement pursuant thereto. If the Company or Close Corporation is formed and duly adopts and ratifies this offer or any agreement pursuant thereto as aforesaid, then the signatory by virtue of his signature hereto, binds himself as surety and co-principal debtor jointly and

severally with the Company or Close Corporation for the fulfillment of all the terms and conditions of this offer or any agreement pursuant thereto.

**10.2.** In the event of a registered Company or Close Corporation being the **PURCHASER** of the **property**, the signatory on behalf of such Company or Close Corporation by virtue of his signature hereto binds himself as surety and co-principal debtor, jointly and severally with the Company or Close Corporation for the fulfillment of all the terms and conditions of this offer or any agreement pursuant thereto.

**10.3.** In the event of the **PURCHASER** being a Company or Close Corporation or other legal person other than a natural person, it shall be entitled to nominate in writing a natural person as its representative on the Home Owners Association.

**11. GENERAL CLAUSES:**

**11.1.** The **PURCHASER** will sign all documents necessary to register transfer of the **property** and return same and all other documents, resolutions and certificates required by the Conveyancers together with payment of the transfer costs as estimated by the Conveyancers to them within 7 (SEVEN) days after being requested to do so. It is deemed that the aforesaid request is made by the Conveyancers:

11.1.1 On the day that such request is made verbally and the documents to be signed are handed over to the **PURCHASER** or its representative; or

11.1.2. On the 5<sup>th</sup> (FIFTH) day after the date of posting, by registered post, a written request, a statement of account reflecting the estimated transfer costs aforesaid and the documents to be signed, to the **PURCHASER**;

11.1.3 The parties herewith agree that should the **PURCHASER** fail to deliver any of the aforesaid duly signed documents plus any of the other documents, resolutions, certificates referred to above and/or payment of the aforesaid costs within the aforesaid period, the **PURCHASER** shall, notwithstanding the provisions of clause 7, be liable for penalty interest in terms of this agreement.

**11.2** The parties undertake to do everything that may be necessary, incidental or conducive to the implementation of the terms, conditions and import of this offer or any agreement pursuant thereto.

**11.3** This offer or any agreement pursuant thereto constitutes the sole and entire agreement between the parties and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained or recorded herein shall be of any force or effect.

**11.4** No variation of the terms and conditions of this offer or any agreement pursuant thereto or any purported consensual cancellation thereof shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorized representatives.

- 11.5 If the **PURCHASER** is married in community of property, he/she warrants that all consents required in terms of the Matrimonial Property Act No 88/1984 have been obtained.
- 11.6 Should there be more than one **PURCHASER** then such purchasers shall be jointly and severally, *in solidum* bound for fulfillment of all the terms and conditions of this offer or any agreement pursuant thereto.
- 11.7 All payments in terms of this offer or any agreement pursuant thereto shall be payable in cash, free of any charge, or any deductions whatsoever, at the offices of the Conveyancers.
- 11.8 In this offer or any agreement pursuant thereto, unless irreconcilable with the context hereof, words importing the singular shall include the plural and *vice versa*, and words importing the masculine gender shall include the female and words importing persons shall include bodies corporate and *vice versa*.
- 11.9 The headings to each clause are for convenience only and are not to be taken into account for the purpose of interpreting this offer or any agreement pursuant thereto.
- 11.10 Any indulgence in respect of extension of time or anything else granted by the **SELLER** to the **PURCHASER** will not be considered to impair any of the rights of the **SELLER** in terms of this offer or any agreement pursuant thereto, or affect any rights whatsoever of the **SELLER**.
- 11.11 All references in this offer or any agreement pursuant thereto to the **SELLER** or the **PURCHASER** shall be deemed to include their respective successors in title and permitted assigns.
- 11.12 The **PURCHASER** shall not do or permit to be done on the **property** anything which shall be a public or private nuisance or disturbance to the other owners, tenants or occupiers of the land in the neighborhood of the **property** or to the **property**.
- 11.13 The person signing this offer on behalf of the **PURCHASER** expressly warrants his authority to do so.

<b>12. CONDUCT RULES:</b>
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- 12.1. Notwithstanding the fact that the **PURCHASER** shall become the lawful owner of the **property** against registration of transfer thereof into his name, it is hereby specifically recorded that his right of ownership shall be limited to the extent that he shall always be obliged to adhere to the **conduct rules**. The **conduct rules** are deemed to be incorporated in and form part of this offer or any agreement pursuant thereto.
- 12.2 The **PURCHASER** furthermore acknowledges that he knows and understands that the **conduct rules** may be amended and amplified by either the **SELLER** or the Home Owners Association (or both) as the case may be, from time to time.

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<b>13. ERECTION OF DWELLING HOUSE:</b>
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**13.1.** No construction of whatsoever nature on the **property** shall be undertaken without the approval of the Local Authority and the prior written consent of the **SELLER / HOME OWNERS' ASSOCIATION** which consent shall not be withheld if the proposed construction, whether for a dwelling or otherwise, is substantially undertaken in terms of plans and specifications drawn in accordance with the architectural and development guidelines and other procedures prepared and approved by the **SELLER** or its nominee and/or by the Home Owners Association. The architectural and development guidelines are deemed to be incorporated in and form part of this offer or any agreement pursuant thereto.

**13.2. PLOT AND PLAN PROPERTIES:**

13.2.1. The **PURCHASER** acknowledges that certain erven may be sold as serviced unimproved stands by the **SELLER** in terms of a **PLOT AND PLAN** offering. Some unimproved erven are accordingly sold together with a building plan, with the commitment that the building contractor appointed by the **SELLER** will be responsible for erection of a dwelling house upon the property.

13.2.2. It is recorded that the **PURCHASER** shall be obliged to commence with the erection of a building on the **property** within a period of 5 (FIVE) years from date of registration of the **property** into its name and to complete such building and all related aspects relating thereto within a further period of 1 (ONE) year after commencement of building operations. Alternatively, and at the discretion of the **SELLER** and / or the Home Owners' Association the **PURCHASER** shall be obliged to pay a reasonable penalty levy in respect of the **property** as may be determined by the Home Owners Association or its nominees.

13.2.3. Without derogation to the above the **PURCHASER** will be liable for payment, on the **SELLER'S** and / or the Home Owners Association request of an amount of R1 000.00 in respect of a builder's board in respect of each and every site board in terms hereof. It is recorded that the builder's boards will be in form and will be controlled by the **SELLER** or its nominees.

13.2.4. The **PURCHASER** is liable for the payment of a building control fee and a road levy as determined by the Home Owners Association, payable monthly in advance, for the duration of the construction period referred to above. It is recorded that the **Home Owners Association** or its nominees will conduct inspections on site to ensure that houses are built in accordance with the approved plans and the road levy fee will be utilized to build a fund for road repairs.

**13.3.** The **property** is sold subject to the following conditions contained herein and the title deed, and imposed and enforceable by the **SELLER** or its nominee and which may be incorporated in the **property's** title deed in a form acceptable to the Registrar of Deeds at Limpopo and all buildings erected on



the **property** must be constructed in accordance with the architectural and development guidelines and other procedures referred to above and / or as approved by the **SELLER / DEVELOPER**.

#### **14. BUILDING CONTRACTOR:**

**14.1.** The **PURCHASER** must ensure that the Building Contractor to be used by the **PURCHASER** to erect the building on the **property**, complies with the following criteria, namely:

14.1.1. The Building Contractor has to be registered with the NATIONAL HOME BUILDERS REGISTRATION COUNCIL;

14.1.2. The Building Contractor has to be registered and accredited by the **SELLER** and Home Owners Association;

14.1.3. The Building Contractor has to sign the builder's Code of Conduct and he and all his workers / employees and / or sub –contractors will adhere thereto.

14.1.4. The **PURCHASER** and / or Building Contractor will not be allowed to carry on any building works on the **property** unless he is in possession of the abovementioned Registration Certificates.

**14.2.** The Registration Certificate issued by the **SELLER** or Home Owners association will only be valid for a period of 12 (TWELVE) months after the issuing of such certificate and the **PURCHASER** and Building Contractor will therefore have to apply for such registration certificate on a yearly basis.

**14.3.** The **SELLER** or Home Owners association shall be entitled to refuse registration of a Building Contractor in their sole discretion and any re-registration of any Building Contractor, should the standard of work and adherence to the architectural and development guidelines and/or security rules and management and control of the employees of the Contractor or of any of its sub-contractors, not be to the satisfaction of the **SELLER**.

**14.4.** For inter alia security reasons, only a limited number of Building Contractors will be accepted. Registration therefore does not follow automatically after a Building Contractor has complied with the conditions in clause 15.1 above only.

#### **15 RE-SALE OF PROPERTY:**

**15.1.** The **PURCHASER** shall not sell the **property** to any third party in future in terms of a contract which does not contain all the terms and conditions set out

in the standard contract for resale of a dwelling as supplied by the **SELLER**. If a form of contract is used which does not contain all the terms and conditions which, in the opinion of the Home Owners Association, are relevant and applicable, then the Home Owners Association will be obliged to withhold its consent to the transfer and / or the issuing of a clearance certificate until such time as the parties to the sale have signed an appropriate addendum thereto.

**15.2.** The parties agree that the **SELLER'** Conveyancer shall attend to the first on-transfer of any properties and to ensure that all terms and conditions of this agreement are adhered to.

**16 DOMICILIA CITANDI ET EXECUTANDI:**

**16.1** The parties select their addresses as set out in clause 1 as their *domicilia citandi et executandi* for all purposes of this offer or any agreement pursuant thereto, including the service of all notices and processes in connection herewith.

**16.2.** Notice of change of the address to another address may be given by either party in writing and shall be delivered by hand or sent by prepaid registered post to the other.

**16.3.** Every notice to be given by one party to the other in terms of this offer or any agreement pursuant thereto shall be in writing and shall be either-

16.3.1. delivered by hand at the *domicilium citandi et executandi* of the other party, in which case it shall be deemed to have been given and such other party shall be deemed to have been informed of the contents of the notice when the notice is so delivered; or

16.3.2. posted by prepaid registered post to such other party at the *domicilium citandi et executandi* of the other party, in which case it shall be deemed to have been given to the other party and such other party shall be deemed to have been informed of the contents of the notice on the 4<sup>th</sup> (FOURTH) business day (excluding Saturdays) after posting.

**17. PROCLAMATION:**

For the purpose of this offer or any agreement pursuant thereto, proclamation shall mean the publication of an appropriate notice in the Provincial Gazette declaring the township, **PIET POTGIETERSRUST EXTENSION 25** to be an approved township in terms of the Town-Planning and Townships Ordinance (TVL) No 15/1986, which notice the Parties acknowledge was duly published on 19<sup>th</sup> June 2015.

**18. SELLER'S RIGHT OF ACCESS:**

The **SELLER** and/or its authorised agent(s) or contractors shall at all times have the right to enter upon the **property**, for purposes of inspection and to conduct such work and to make such excavations and to temporarily deposit such material as the **SELLER** may determine or require, for all purposes in connection with the installation of services, upgrading of the golf course and / or otherwise.

**19. REZONING:**

**19.1.** The **PURCHASER** on signature of this agreement irrevocably authorises the **SELLER** in its discretion to apply to the appropriate authority for the approval of proposed future rezoning(s) and hereby renounces its rights to oppose the proposed application for such rezoning.

**19.2.** The **PURCHASER** hereby appoints the **SELLER** *in rem suam* as its agent in respect of all matters relating to the proposed rezoning.

**20. SUSPENSIVE CONDITIONS**

**20.1 PLOT AND PLAN PROPERTIES :** This agreement is subject to the **SELLER** and the appointed building contractor, simultaneously entering into a building contract, substantially in accordance with the terms and conditions of the **STANDARD BUILDING CONTRACT**, approved by the **SELLER**.

**20.2** Some unimproved erven are accordingly sold together with a building plan, with the commitment that the building contractor appointed by the **SELLER** will be responsible for erection of a dwelling house upon the **property**.

**21. SPECIAL PROVISIONS**

**21.1.** The **PURCHASER** confirms having familiarized himself / herself with the Rules regarding keeping of pets, fencing of the garden and other Rules of Conduct pertaining to the enjoyment of amenities;

**21.2.** The **PURCHASER** acknowledges that the property is situated close to an aerodrome with the associated noise nuisance this may present.

**21.3.** In terms of section 15(1) of the National Forests Act, 1998, no person may cut, disturb, damage or destroy any protected tree; or possess, collect, remove, transport, export, purchase, sell, donate or in any other manner acquire or dispose of any protected tree or any product derived from a protected tree, except under a licence or exemption granted by the Minister of Agriculture, Forestry and Fisheries:

21.3.1. Therefor special care to be taken by all property owners with deforesting and cutting of trees. If any tree to be cut down, special permission to be obtained from the Home Owners Association.

21.3.2. **Property** owners to take necessary precaution to assure that no **protected trees** be removed without taking the proper steps in terms of clause 21.3.

**22. MORA INTEREST**

Should the Purchaser fail to fulfil on due date any of his / her / its obligations under this agreement, which shall include, but not be limited to, the signature of any documentation relating to the passing of Transfer, the payment of the deposit, the delivery of the guarantee(s) referred to in Clause 3, payment of Transfer Duty (or payment of any other amount due in terms of this agreement) then and in such event the Purchaser shall be liable to pay the Seller interest on the full purchase price at the prevailing Prime Interest Rate of South Africa plus 2% (two percent) from the date of commencement of the delay or date of written notice by the Conveyancer to the Purchaser that mora interest is running, whichever is the latter, to the date on which the delay ceases, both dates inclusive, as certified by the Conveyancer (“the breach period”), the said interest being payable prior to Transfer. Such obligation shall be in addition to, pro-rata, any obligation the Purchaser may have to pay occupational consideration for the breach period, without limiting the Seller’s additional rights in terms of the provisions of Clause 7 above.

SIGNED by the **PURCHASER** at \_\_\_\_\_ on the \_\_\_\_\_ day  
of \_\_\_\_\_ 202\_\_.

As Witnesses:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
PURCHASER (or for the  
PURCHASER, if applicable, and in  
my/our personal capacity)

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1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
HUSBAND/WIFE who by virtue of his/her signature hereby, to the extent that it may be necessary, consents to the conclusion of this agreement by his wife/her husband

SIGNED by the **SELLER** at \_\_\_\_\_ on the \_\_\_\_\_ day  
of \_\_\_\_\_ 202\_\_.

As Witnesses:

1. \_\_\_\_\_

\_\_\_\_\_  
PROUDAFRIQUE TRADING 191  
(PTY) LTD

2. \_\_\_\_\_

**ACCEPTANCE BY THE AGENT:**

I, ..... on behalf of  
SEEFF PROPERTIES Estate Agency, hereby accept the provisions of this agreement to  
the extent that they apply to us.

\_\_\_\_\_  
FOR THE ESTATE AGENT

\_\_\_\_\_  
DATE :