



LANDSMEER

OFFER TO PURCHASE

Entered into and between:

FOOD FAIR PROPRIETARY LIMITED

with registration number: **1973/016741/07**

and

represented by **DERICK JOHN ERASMUS**, duly authorised thereto

with registered address at : **JASMYN FARM IN JAN SMUTS AVE, MEERHOF, HARTBEESPOORT, 0260**
Tel Number : **(012) 259-1183**
E-mail address : **jasmyn@infogro.co.za**

(hereinafter referred to as "the Seller")

and

(Full Name/s and Surname / Registered Name if property is purchased by a company, trust or closed corporation)

(If purchased by a Company/Closed Corporation/Trust, registered name together with full name/s and Surname of authorised signatory(ies))

Identity number/ Registered address : _____

Residential/ registered address : _____

Telephone-/ cell phone number : _____

E-mail address : _____

Marital Status : _____

If married in community of property;

Full name/s & surname of Spouse : _____

Identity number : _____

Telephone-/ cell phone number : _____

E-mail address : _____

(hereinafter referred to as "the Purchaser")

1. SALE AGREEMENT

The Seller hereby sells to the Purchaser, who herewith purchases from the Seller, the property as described hereinunder and on the following terms and conditions contained herein.

2. PROPERTY DESCRIPTION

The property hereby sold is known as Erf _____ Meerhof Extension 2 Township, situated in Landsmeer Estate, and as indicated on the General Plan attached hereto as Annexure "A", measuring _____ square metres in extent.

(Hereinafter referred to as "the Property")

3. DEFINITIONS & INTERPRETATION

- 3.1 The headings of the clauses in this agreement are merely for the purpose of convenience and reference and shall not be used in the interpretation of- nor to modify or to amplify the terms of this agreement or any clause hereof unless a contrary intention clearly appears.
- 3.2 Words importing any one gender will include the other gender; singular includes the plural and vice versa; and natural persons will include created entities (incorporated or unincorporated) and vice versa.
- 3.3 Any reference made in this Agreement to the "date of signature/ date of sale" shall be read as the date of the last party's signature hereof.
- 3.4 Where a number of days are prescribed in this Agreement, it shall consist of business days, exclusive of Saturday, Sunday and / or any South African public holiday.
- 3.5 Where figures are referred to in numeral and in words, the words shall prevail in the event if there is any conflict between the two.
- 3.6 The following terms shall have the meanings assigned to them hereunder:
- 3.6.1 "**Agent**" means the estate agent referred to hereinunder;
- 3.6.2 "**Agreement**" means this Agreement together with the annexures thereto;
- 3.6.3 "**Architectural Guidelines**" means the set of architectural guidelines incorporating the building rule;
- 3.6.4 "**Association**" means Landsmeer Estate Homeowner Association NPC (Registration Number: 2004/031410/08).
- 3.6.5 "**Conveyancer**" means the transferring attorney appointed by the Seller, being Linda Erasmus Attorney, situated at 112 Kuyper Street, Schoemansville, Hartbeespoort.
- 3.6.6 "**CPA**" means the Consumer Protection Act, Act 68 of 2008;
- 3.6.7 "**Local Authority**" means the Madibeng Local Municipality and shall also include the words "**Council**" and "**municipality**" which have corresponding meaning;
- 3.6.8 "**MOI**" means the Memorandum of Incorporation of the Association of which the Purchaser will become a member of;
- 3.6.9 "**Property**" means the property as described in paragraph 3 of the Schedule above;
- 3.6.10 "**Rules**" means the Association's Management Rules and Regulations including Rules and Conditions for the use, enjoyment and management of the members in addition to the MOI;
- 3.6.11 "**Township**" means the Township of Meerhof Extension 2, also known as Landsmeer Residential Estate;
- 3.6.12 "**Transfer**" means the date of registration of transfer of the property, described herein above, into the name of the Purchaser in the relevant deeds registry;
- 3.6.13 "**VAT**" means Value-Added Tax as defined in terms of the Value-Added Tax Act, 1991, as amended and currently calculated at 15%.

4. PURCHASE PRICE

- 4.1 The Purchase Price of the property, herein described above, amounts to R _____, inclusive of VAT;
- 4.2 The Purchase Price is payable by the Purchaser and to the Seller as follows:
- 4.2.1 A deposit of R _____ (minimum of 40% of the purchase price) to be paid by the Purchaser by way of electronic transfer within 7 (Seven) days from date of signature hereof into the Conveyancer's nominated trust account, which amount will be deposited and held in an interest bearing account on behalf and for the benefit of the Purchaser pending registration.
- 4.2.2 The full balance of the Purchase Price to be paid by the Purchaser in cash or to be secured by a guarantee issued by a bank or other financial institution which is acceptable by the Conveyancer, and which will be delivered to the said Conveyancer within 15 (Fifteen) days from date of signature of this Agreement or date of fulfilment of the suspensive conditions, whichever is the later.

5. SUSPENSIVE CONDITION

- 5.1 The Sale is subject to the suspensive condition that the Purchaser shall within 21 (Twenty One) days of date of signature hereof (or such extended period as determined by the Seller, at his sole discretion) obtain written confirmation of the approval of a loan for the full balance of the Purchase price (which will not be more than 60% of the purchase price) from a bank on the terms and conditions normally acceptable to such loans. The Purchaser undertakes that on receipt of written confirmation of the loan, he shall forward a copy thereof to the Conveyancer. The Purchaser further undertakes to timeously take all necessary steps and to sign all documents and do all such things that may be necessary to procure the loan and comply with requirements of the bondholder.
- 5.2 The suspensive condition as set out in paragraph 5.1 above shall be deemed to have been fulfilled on the date upon which the Bondholder issues a written loan quotation or similar document approving or offering the loan sought to the Purchaser.
- 5.3 The suspensive condition is inserted for the benefit of the Purchaser who may waive same in writing prior to the expiration of the period stipulated for the fulfilment of the suspensive condition.
- 5.4 Should the Purchaser decide, at any time, to waive the provisions as set out in paragraph 5.1 above and not to obtain a bond and pay the balance of the purchase price in cash, such waiver must be done in writing to the Conveyancer, which notice is to be forwarded to the Conveyancer within a period as stipulated in paragraph 5.1 above together with payment of the balance of the purchase price.
- 5.5 In the event that the suspensive condition is not fulfilled within the period stated in paragraph 5.1 above or any agreed extension thereof, this agreement shall automatically lapse and be of no force or effect and any deposit paid by the Purchaser together with any interest thereon shall be refunded to the Purchaser.
- 5.6 It is further recorded that there may be existing signed agreement(s) to purchase the Property which will take precedence over this Agreement and that the fulfilment of any/all suspensive conditions in any such other agreement(s), will effectively cancel this Agreement and will be considered a suspensive condition to the validity of this Agreement. If applicable this Agreement is further subject to the successful conclusion of previous transactions and/or agreements which will enable the Seller to give transfer, failing which it will be regarded as a suspensive condition to the validity of this agreement. This clause shall be for the benefit of the Seller.
- 5.7 This Agreement is further subject to the suspensive condition that the Purchaser shall pay a deposit as described in paragraph 4.2.1 above. In the event that the deposit is not paid and / or paid within such period as stated in paragraph 4.2.1 or within any agreed extension thereof, this Agreement shall automatically lapse and be of no further force or effect. No reciprocal obligations shall follow, and any deposit paid by the Purchaser, together with all interest thereon shall be refunded to the Purchaser. This clause shall be for the benefit of the Seller.
- 5.8 This Agreement is further subject to the suspensive condition that the Purchaser shall deliver guarantees and pay the balance of the purchase price in cash and / or by way of delivering guarantees as described in paragraph 4.2.2 above. In the event that the Purchaser fails to deliver the aforesaid guarantees as well to pay the balance of the purchase price in cash or by way of delivering guarantees as stipulated in paragraph 4.2.2 or within any agreed extension thereof, this Agreement shall automatically lapse and be of no further force or effect. No reciprocal obligations shall follow, and any deposit paid by the Purchaser, together with all interest thereon shall be refunded to the Purchaser. This clause shall be for the benefit of the Seller.

6. VOETSTOOTS

- 6.1 The property is sold voetstoots, in the condition it currently stands, and as far it is allowed in terms of the CPA, as amended. The Purchaser furthermore acknowledges that he has inspected the property, that he is satisfied with the condition of same, and that no warranties or representations have been made except as contained in this agreement.
- 6.2 The property is sold subject to all existing conditions and servitudes mentioned or referred to in the current title deed thereof and to such other conditions or servitudes which may exist in regard thereto and / or which may or have been imposed by any competent authority in consequence of the approval of the Township.
- 6.3 The Purchaser accepts the title as held by the Seller, who will not be liable for any deficiencies in the extent of the Property, nor shall the Seller benefit by any possible excess in the extent thereof.
- 6.4 The Purchaser acknowledges that the Property purchased in terms of this agreement is an unimproved property and forms part of the Landsmeer Estate as a whole. The Seller reserves its right to amend the site, layout and use of the public open spaces and layout / use or amount of erven in the Estate in its sole and absolute discretion as well as any action arising therefrom and which it may deem necessary to complete the Estate.
- 6.5 It is recorded that building operations will take place upon adjacent or neighbouring erven and that same may cause the Purchaser certain inconvenience. The Purchaser agrees that he shall have no claim against the Seller arising from such building operations.

- 6.6 Any borehole to be drilled shall be subject to the approval of the local authorities as well as the approval of the registered owner of the Remaining Extent of the Farm GLENOGLE 573, Registration Division J.Q., North West Province.
- 6.7 Security fencing can furthermore be moved in future to only include the Township and exclude some areas that might presently fall within the perimeter of the security fence of the residential estate.
- 6.8 The Developer of the Township retains the right to further develop or subdivide property currently registered in the developer's name.
- 6.9 There are existing servitudes as well as right of way and/or pipe line and/or cable servitudes that still need to be registered in favour of the Remaining Extent of the Farm GLENOGLE 573, Registration Division J.Q., North West Province.
- 6.10 The Seller declares that there was a historic dispute between the Seller and Madibeng Local Authority and the Purchaser shall not be liable for any rates or taxes prior to date of registration.

7. TRANSFER OF THE PROPERTY & TRANSFER COST

- 7.1 Transfer of the property shall be effected by the Conveyancer as soon as possible after:
 - 7.1.1 The Purchaser has complied with all his obligations under this agreement; and
 - 7.1.2 The Seller and Purchaser has complied with all the requirements of the Conveyancer and in terms of the Financial Intelligence Act, Act 38 of 2001 as well to signed all documents and provide all necessary information and copies of such documents necessary for the purpose of transfer of the property to the Conveyancer.
- 7.2 The Purchaser shall be liable for payment of all transfer- and bond cost relating to the transfer of the property, as described above, and which amounts shall be payable to the Conveyancer within 7 (Seven) days from written requests to do so.

8. ESTATE AGENT & AGENT'S COMMISSION

- 8.1 The agent involved with this sale is the agent engaged by the Seller, more specifically:

Estate Agency : _____

Name of Estate Agent : _____

Telephone-/cell phone number : _____

E-mail address : _____

- 8.2 Agent's Commission will be earned by the aforesaid agent and which will be payable by the Seller in the amount of 4.5% plus VAT on the Purchase Price upon registration of the property into the name of the Purchaser. No commission whatsoever shall be payable to any other agent.
- 8.3 The Purchaser declares and warrants that he has been introduced to the property by only the agent and that no other agent is the cause of this agreement.
- 8.4 Should the Purchaser fail to fulfil his obligations under this agreement and the agreement is cancelled due thereto, the Agent will have the right to recover the commission form the Purchaser.

9. POSSESSION, RISK & OCCUPATION

- 9.1 Possession of the property shall be given to the Purchaser on transfer of the property into the Purchaser's name, from which date the property shall be at the sole risk and profit of the Purchaser and from which date the Purchaser shall be liable for payment of all rates, taxes, levies, water- and electricity usage, sewerage, refuse removal and other related charges levied in respect of the property to the Association or any other government institution.
- 9.2 The Purchaser shall furthermore not be entitled to make any alternations to the property prior to the transfer of same.

10. HOMEOWNERS ASSOCIATION & LEVIES

- 10.1 The Purchaser hereby acknowledges that he is aware of the fact that he will become a member of the Association, which has been formed for the administration and control of the Township, upon transfer of the property into his name and will remain a member for as long as he remains the registered owner of the property.

- 10.2 The Purchaser further acknowledges that as a result of his membership (which will occur upon transfer of the property into his name) he will become bound and subject to all the Rules of the Association and shall comply with such Rules formulated by the Seller from time to time and / or the directors of the Association in accordance with the powers vested in them in terms of the MOI.
- 10.3 The Purchaser shall furthermore be obliged to pay levies to the Association on a monthly basis from date of transfer of the property into the name of the Purchaser and which amount shall escalate annually as determined by the Association.
- 10.4 The following clauses shall be registered as a condition of title against the Deed of Transfer of the property and the Purchaser shall be required to sign any documents which may be required for the purpose thereof:

“Subject to the following condition, reserved by the Seller and enforceable by the Landsmeer Homeowners Association NPC, Registration Number: 2004/031410/08

- a) Every owner of the erf or owner of any sub-divided portion of an erf or any unit thereon, shall on transfer automatically become and shall remain a member of the Association and shall be subject to its Memorandum of Incorporation until he/she/it ceases to be an owner as aforesaid and the property may not be transferred without the consent in writing of the Association.”

11. CANCELLATION & BREACH

Should either the Seller or the Purchaser be in breach of the terms of this agreement and fail to correct and / or remedy such breach within 7 (Seven) days of receiving written notice (by e-mail) to do so, the aggrieved party may, without prejudice to any other remedy it may be entitled to in law, cancel the agreement by notice to the other, claim specific performance and / or damages.

12. JURISDICTION & DOMICILIUM CITANDI ET EXECUTANDI

- 12.1 For the purpose of all or any proceedings in terms of this Agreement the Seller and the Purchaser hereby consent to the jurisdiction of the Magistrate's Court having territorial jurisdiction, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court pursuant to section 45 of the Magistrate's Court Act of 1944 or any amendment thereof, provided, nevertheless, that the Seller shall have the right at its sole option and discretion to institute proceedings in any other competent Court.
- 12.2 The parties hereby record that they select the aforesaid addresses as set out on page 1 hereof as their respective *domicilium citandi et executandi* address for the delivery of any notice given in terms of the agreement.
- 12.3 All notices may be given by any party to the other by e-mail and / or by hand delivery of same which delivery shall be presumed to be delivered upon date of delivery and / or the date when the e-mail was sent.
- 12.4 The parties are liable to inform the other party of any changes regarding their *domicilium citandi et executandi* address and either party may change same upon written notice of the other.

13. GENERAL

- 13.1 Should there be more than one Purchaser, then all such Purchasers shall sign this agreement and shall be jointly and severally bound for the fulfilment of all the terms and conditions under this agreement.
- 13.2 The Purchaser shall furthermore not be entitled to sell, alienate or otherwise dispose of the property or to cede, assign or lease the property prior to transfer and without the Seller's prior written consent thereto.
- 13.3 Should the Seller consent to a resale or alienation, same shall not be deemed to substitute the Purchaser/s obligations towards the Seller in any way and the Purchaser will be held liable for the due fulfilment of its obligations in terms of this agreement. The resale or alienation or cession shall also furthermore be subject to the Conveyancer, as mentioned herein above, to attend to such matter.
- 13.4 The Purchaser will furthermore be obliged to take transfer of the property from the Seller where after the Purchaser can pass transfer to the third party, simultaneously.

14. WHOLE AGREEMENT & IRREVOCABLE OFFER

- 14.1 This agreement constitutes the whole agreement between the Seller and Purchaser.
- 14.2 Save as may otherwise be provided herein, no undertaking warranty, amendment or consensual cancellation of this agreement or any provision contained herein, as well no extension of time in terms hereof, shall be binding unless recorded in writing and signed by both parties.
- 14.3 The parties agree that this agreement may be signed at different times and in different places and in copy, provided that the content of the agreement and signatures are exact replicas of the originals when put together. The signed agreement, when put together, shall constitute as a binding document between the parties.

14.4 Should the purchaser sign this agreement prior to the Seller, then by his signature hereto, the Purchaser offers to purchase the property at the price and on the terms and conditions herein contained and agrees that the offer shall be irrevocable and remain open for acceptance by the seller for a period of 14 (Fourteen) days from date of signature by the Purchaser and which offer shall not be withdrawn by hum during the aforesaid period.

15. OTHER SPECIAL CONDITIONS, IF APPLICABLE

16. IF PURCHASER IS A JURISTIC PERSON

- 16.1 If the agreement is signed by a person acting on behalf of a company, closed corporation or trust such person warrants that the company, closed corporation or trust, as the case may be, is in existence and duly registered.
- 16.2 The person signing on behalf of the company, closed corporation or trust furthermore warrants that he is duly authorised to sign this agreement on its behalf and is hereby bound in favour of the Seller as surety and co-principal debtor, jointly and severally, for the due performance of all the obligations of the said company, closed corporation or trust in terms hereof.
- 16.3 If the person signing as the Purchaser acts as a trustee of a company not yet incorporated or formed, such person undertakes personally that the company will be incorporated within 30 (Thirty) days after signature hereof and will within 14 (Fourteen) days of being incorporated or formed adopt or ratify this agreement without any modifications.
- 16.4 Should the company not be incorporated within the aforesaid period and / or has been incorporated but fails to adopt or ratify this agreement without modifications within the aforesaid 14 (Fourteen) days, then the signatory to this agreement shall be deemed to be the Purchaser and shall be held liable in terms hereof.

17. SIGNATURE

SIGNED at _____ on the ____ day of _____ 2023

Witnesses:

1. _____

2. _____

Seller

SIGNED at _____ on the ____ day of _____ 2023

Witnesses:

1. _____

2. _____

Purchaser

SIGNED at _____ on the ____ day of _____ 2023

Witnesses:

1. _____

2. _____

Estate Agent