

offer to purchase

velvet moon properties 19 (pty) ltd trading as blue living properties
registration 2004/017954/07 p o box 1408 parklands 2121
jo@blueliving.co.za www.blueliving.co.za
082 371 4358 011 447 2556

To _____

Hereinafter referred to as the "Seller"

of _____
which address the Seller selects as the physical address at which summonses, notices and legal documents, may be served

I, the undersigned _____
Hereinafter referred to as the "Purchaser"

of _____
which address the Purchaser selects as the physical address at which summonses, notices and legal documents, may be served, hereby offer to purchase, through the agency of Blue Living Properties.

Erf _____

Situated at _____

(hereinafter referred to as the "Property") on the following terms and conditions:-

1. 1. VOETSTOOTS

The Property is sold together with all improvements therein, is subject to all conditions and servitudes registered or referred to in the title deed, and in the condition and to the extent such as it now lies, voetstoots.

Initial

1. 2. PURCHASE PRICE

2.1 The purchase price is R _____ (_____) (including VAT if applicable) payable as follows:-

2.1.1 In cash upon acceptance hereof or on _____ 20 _____
R _____ (_____)
to Blue Living Properties or to the Seller's conveyancers, to be held in trust in an interest bearing account for the benefit of the Purchaser until registration of transfer.

2.1.2 The balance of R _____ (_____)
in cash on registration of transfer of the Property, to be secured by an approved bank guarantee made payable to the Seller or his nominee and which shall be in the form stipulated by the Seller's conveyancers,

on or before _____ 20 ____.

2.2 The Blue Living Properties and / or the Conveyancing Attorneys are hereby authorised to invest the Purchaser's funds, interest to accrue to the Purchaser.

3. **MORTGAGE BOND**

3.1 This agreement is subject to the suspensive condition that the Purchaser is able to raise a loan upon the security of a mortgage bond to be registered over the Property for an amount of R _____ (_____) or such lesser amount as the Purchaser may accept / apply for on or before _____ 20 ____.

3.2 The initial period above shall be subject to an automatic extension of 10 days (irrespective of whether such extension is communicated to either party) unless the Agent, at the Agent's sole option, advises the Purchaser in writing prior to the expiry of the initial period that the initial period is not extended.

3.3 This suspensive condition shall be deemed to have been fulfilled on the date upon which the lending institution issues a quotation or pre-agreement statement offering the loan required to the Purchaser.

3.4 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. The Purchaser hereby warrants that he is eligible for a loan of the amount.

3.5 If the suspensive condition relating to loan finance is 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.

4. **OCCUPATION**

4.1 Occupation shall be given to the Purchaser at noon on _____;

4.2 If the date of occupation does not coincide with the date of transfer, the party enjoying the right of occupation whilst the Property is registered in the name of the other party, shall in consideration therefor and for the period of such occupation, pay to the Seller's attorneys a rental of R _____ (_____), monthly in advance, which amount is inclusive of rates and home owners association levies (where applicable), but exclusive of any utility charges, the latter being for the occupiers account.

4.3 The Seller may withhold occupation from the Purchaser if any suspensive conditions are not fulfilled, alternatively if the Purchaser is in breach of any provisions of this Agreement.

4.4 In the event of under/over payments of occupational rent, the parties irrevocably instruct the Conveyancing Attorneys on registration to attend to pro rata adjustments and payment on behalf of the parties.

4.5 No tenancy shall be created by the Purchaser taking occupation prior to transfer, and the Purchaser's right of occupation shall terminate on the cancellation of the sale by reason of the Purchaser's breach.

4.6 The Purchaser shall not be entitled to make any alterations, additions or improvements to the Property prior to transfer without the prior written approval of the Seller. If such approval is given, the Purchaser waives any lien or right of retention in respect of any work done pursuant to such approval, and also waives any right to compensation for such improvements.

4.7 The Seller records that the Property is/is not let to tenants. (Complete addendum if applicable).

5. **BENEFIT AND RISK**

The benefit and risk in the Property shall pass to the Purchaser on transfer, from which date the Purchaser shall be liable for all rates, taxes and/or homeowner's association levies which pertain to the Property. The Seller shall maintain the existing insurance cover on the Property until transfer at the Seller's expense.

6. **ELECTRICAL COMPLIANCE CERTIFICATE / CERTIFICATE OF GAS CONFORMITY / ELECTRIC FENCE SYSTEM CERTIFICATE OF COMPLIANCE**

6.1 The Seller undertakes (at the Seller's 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). 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 registration of transfer whichever is the sooner.

6.2 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.

6.3 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 / gas installation / electric fence.

7. **COMMISSION**

7.1 The Seller shall pay estate agent's commission to Blue Living Properties in an amount equivalent to 7.5% plus VAT of the purchase price of the Property, which commission shall be deemed to be earned on signature of this agreement, and should the agreement be subject to a suspensive condition, upon fulfilment or waiver of such condition.

7.2 Commission is payable upon registration of transfer of the Property in the Purchaser's name directly by the Conveyancing Attorney. The commission shall be a first charge against the deposit and/or proceeds of the sale.

7.3 If this Agreement is cancelled by: (i) default of the Purchaser or the Seller, the Agent will be entitled but not obliged to claim commission from the party at fault, alternatively (ii) by mutual agreement between the Seller

and Purchaser, the Agent will be entitled but not obliged to claim commission from the Seller and the Purchaser, jointly and severally.

- 7.4 This clause is subject to the proviso that if this Agreement is cancelled prior to registration, commission shall be deemed to be earned upon such cancellation and the Agent shall become entitled to payment of the commission immediately upon such cancellation and the Conveyancers are instructed to effect payment accordingly.

Initial

8. **TRANSFER**

Transfer of the Property to the Purchaser shall be effected by the Seller's conveyancers. The Purchaser shall be obliged to sign all the documents required in connection with the transfer immediately the Purchaser is requested to do so by the said conveyancers and, in addition, the Purchaser shall pay bond and transfer registration costs including transfer duty.

Initial

9. **FIXTURES AND FITTINGS**

The Property is sold together with all fixtures and fittings of a permanent nature in or attached to the Property, including light fittings, fitted carpets, TV and M-net aerials, satellite dish, curtain rods and rails, blinds, stove, geyser, remotes to gates, burglar alarm, which the Seller warrants are in good order and condition and have been fully paid for, and all keys to internal and external doors, which are in the Seller's possession on date of transfer.

Initial

10. **BREACH**

- 10.1 In the event of the Purchaser failing to comply with any terms of this agreement, the Seller may give the Purchaser 5 days written notice to remedy the default failing which, the Seller may at his option without prejudice to his rights in law:- (i) cancel this agreement and, after payment of the Agent's commission retain the remaining deposit in the Conveyancing Attorneys 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.

- 10.2 The above terms of breach will relate equally to a breach by the Seller, as applicable.

Initial

11. **HOME OWNERS ASSOCIATION**

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

- 11.2 The Purchaser shall be liable for the payment of levies of the Association from date of registration of transfer.

12. **GENERAL**

- 12.1 This agreement constitutes the entire agreement between the parties and no warranties, representations, guarantees or other terms and conditions not contained or recorded herein shall be of any force or effect.
- 12.2 No variation of the terms and conditions of this agreement 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.
- 12.3 The parties warrant to each other that all consents required in terms of the Matrimonial Property Act No. 88 of 1984 have been furnished, or will be furnished to the Seller's conveyancers on demand.
- 12.4 Neither the Seller nor Blue Living Properties warrant the correctness of the advertisements relating to the Property, nor the square meterage of the stand or the square meterage of the buildings erected thereon.
- 12.5 The parties acknowledge that the terms and conditions in this Offer to Purchase and their consequences have been explained to each of them and that they are fully aware of all the implications thereof.
- 12.6 If appropriate the Seller shall remove all building rubble and other refuse from the Property at his expense on or before the occupation date specified in clause 4
- 12.7 Any reference to one gender shall include a reference to the other gender.
- 12.8 If the agreement is signed by more than one person as purchaser, the obligations of all signatories will be joint and several. If the agreement is not signed by all parties named herein as purchaser, the agreement shall remain binding on the signatory hereto.
- 12.9 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.
- 12.10 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.

13. COMPANY / CORPORATION / TRUST

- 13.1 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.
- 13.2 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.

13.3 If the Seller 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.

14. **FICA**

The Seller and Purchaser undertake immediately upon being requested to do so to provide the financial institution granting and/or cancelling the mortgage bond with the necessary documentation to comply with the FICA (Financial Intelligence Centre Act) requirements and such other documentation as may be required to enable the conveyancer to effect registration of transfer or ensure registration or cancellation (as the case may be) of the relevant mortgage bond.

15. **IRREVOCABLE OFFER TO PURCHASE**

This document when signed by the Purchaser shall constitute an irrevocable offer to purchase the Property from the Seller, which offer shall remain open for acceptance by the Seller until ____H____ on _____ 20____. The Seller shall signify his acceptance of this offer by signing same as Seller where indicated below, whereupon a contract shall forthwith thereupon be constituted in terms hereof whether or not the Purchaser is notified of such acceptance. 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.

16. **SPECIAL CONDITIONS**

17. **ANNEXURES**

The following Annexures are applicable to this Agreement: _____.

THUS DONE AND SIGNED BY THE PURCHASER at _____ on the _____ day of _____ 20_____.

As Witness

Purchaser and, if applicable, surety and co-principal debtor in terms of the provisions of clause 14.1 above

THUS DONE AND SIGNED BY THE SELLER at _____ on the _____ day of _____ 20____.

As Witness Seller

Consented to by me _____, the Seller's spouse, if married in community of property or if married according to foreign law.

As Witness Seller's spouse

The Seller warrants that the price reflected in clause 2 above is the true consideration in this transaction and that no other consideration (other than that contained in this agreement) is involved between the parties directly or indirectly.

We, Velvet Moon Properties 19 (Pty) Ltd trading as Blue Living Properties (the Agent) accept the benefits hereof.

As Witness Agent

THE FOLLOWING INFORMATION IS REQUIRED FOR TRANSFER PURPOSES

Blue Living Properties (Agents) _____ Cell No(s) _____

Conveyancer _____

Telephone () _____ Fax () _____

Property at present bonded to _____ Account No: _____

Managing Agent _____ Telephone () _____

SELLER

Full Names _____ Full Name of Spouse _____

ID No _____ ID No _____

Tax No _____ Tax No _____

Telephone (h) _____ Telephone (h) _____

Telephone (w) _____ Telephone (w) _____

Telephone (c) _____ Telephone (c) _____

Fax _____ Fax _____
Email _____ Email _____
How married _____
Postal Address _____

PURCHASER

Full Names _____ Full Name of Spouse _____
ID No _____ ID No _____
Tax No _____ Tax No _____
Telephone (h) _____ Telephone (h) _____
Telephone (w) _____ Telephone (w) _____
Telephone (c) _____ Telephone (c) _____
Fax _____ Fax _____
Email _____ Email _____
How married _____
Postal Address _____
Employer _____ Spouse _____
Period of current Employment _____ Spouse _____
Occupation _____ Spouse _____
Monthly Income _____ Spouse _____
Primary Bank _____ Spouse _____

I/We, the Purchaser(s) and Spouse warrant that the monthly income(s) reflected is/are my/our true earnings and that I/We have no judgments against me/us which would prohibit the granting of the bond.

Purchaser _____ Spouse _____