

OFFER TO PURCHASE VACANT LAND

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To Rowntree 1165 CC, Registration Number-2004/075914/23.....
of
..... (hereinafter referred to as "the Seller")

I/We, the undersigned.....
of.....
..... (hereinafter referred to as "the Purchaser")

hereby offer to purchase, through the agency of Candice Kernot Real Estate (hereinafter referred to as "the Agent") the following property, namely :

Stand No. Proposed Portion 3 of Erf 1512 BryanstonTownship.Bryanston.....

District Sandton..... Situated at.....George Street.....
(hereinafter referred to as "the Property") subject to all the 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 in regard thereto, and in the condition and to the extent such as it now lies, voetstoots, upon the following terms and conditions:

1. PURCHASE PRICE

The purchase price is the sum of R..... (.....)
.....)
which is to be paid or secured, in the following manner:

- (a) (i) R..... (.....)
in cash to be paid to the Conveyancer upon acceptance of this offer;
- (ii) R..... (.....)
in cash or by way of an acceptable bank guarantee in favour of the Seller or nominee, which guarantees
shall be delivered or cash paid to the Seller's conveyancers on or before.....
- (iii) R..... (.....)
by way of an acceptable bank guarantee in favour of the Seller or nominee, which guarantee shall be
delivered to the Seller's Conveyancers within a period of thirty (30) days of grant of the loan referred to in
Clause 2 hereof,

(b)The deposit referred to in clause 1 (a) (i) shall be held in trust by the Seller's Conveyancer. Any amount paid by the Purchaser in terms hereof shall be invested in an interest bearing account for the benefit of the Purchaser. The Purchaser's obligation to pay the deposit and the rights of the Seller should the Purchaser fail to do so shall not be dependant upon the fulfilment of any suspensive or resolute condition contained in the offer.

(c)The guarantees referred to in clauses 1 (a) (ii) and (iii) shall be payable upon registration of transfer of the property into the name of the Purchaser free of bank exchange or commission.

2. BOND FINANCE

The sale is conditional upon the purchaser being able to obtain a quotation as referred to in the National Credit Act from a financial institution for a loan of R..... at normal terms and conditions on the

security of the property, within (30) thirty days of the signature hereof (which time may be extended by the Seller at the Seller's sole option).The purchaser agrees and undertakes to complete, sign and submit to the agent a bond application for the grant of the bond within (7) seven days of signature hereof and subsequently on request by the agent, to complete all documents deemed necessary by the agent to facilitate transfer of the property, failing which the condition precedent referred to in this clause shall be deemed fulfilled but otherwise all the terms and conditions of this agreement shall remain in full force and effect. The seller or agent shall be entitled but not obliged to arrange to obtain a quote as aforesaid on the purchaser's behalf if the seller or agent deems it advisable. The purchaser has the right to accept a quotation for a lesser amount.

3. TRANSFER

Transfer of the property shall be effected by the Sellers Conveyancers within a reasonable time after the Purchaser has complied with the terms of Clause 1 hereof and made payment to the said conveyancers of transfer duty, stamp duty, and all other costs of transfer for all of which the Purchaser shall be liable and obliged to make payment of on demand and to sign all the transfer and bond documents in order to give effect to this agreement on demand.

4. COMMISSION

(a) The seller shall pay the agent's commission being R50 000, 00 (fifty thousand rands) upon registration of transfer, which commission shall be deemed to have been earned upon signature of this agreement by the parties and fulfillment of the suspensive conditions contained herein, if any.

(b) The commission shall be a first charge against the deposit and/or the proceeds of this sale and the seller and purchaser irrevocably authorizes the conveyancer to pay the agent its commission in terms hereof from the deposit if a deposit is payable.

(c) Should the purchaser or seller fail to carry out any of their obligations herein, or should this agreement be cancelled unilaterally by either party or by mutual consent, the agent shall have the right to recover the full commission from the party committing such breach or cancelling the agreement and in the event of mutual consent, from either the seller or purchaser.

(d) The purchaser warrants that the agent introduced the property to him and that the agent is the effective cause of the sale.

5. POSSESSION

Possession of the Property shall be given to the Purchaser on date of registration of transfer. From such date all benefits and risks of ownership in respect of the Property shall pass to the Purchaser including entitlement to the rents (if any) therefrom and the liability for any rates and taxes and other imposts levied thereupon. Any rates and taxes and other imposts paid by the Seller for any period subsequent to the said date of registration shall be refunded to the Seller by the local Authority by the Purchaser and any rents received by the Seller for any period subsequent to the said date of registration shall be refunded by the Seller to the Purchaser.

6. OCCUPATION AND OCCUPATIONAL RENT

(a) The Seller and all other occupants of the Property shall be bound and obliged to vacate the Property on Registration of transfer upon which date the Purchaser shall be bound to take occupation of the Property.

(b) The Purchaser shall not be entitled to make any alterations to the Property before transfer without the prior written consent of the Seller. Which consent shall be at the Seller's sole and absolute discretion.

7. BREACH

If either party is in breach of any terms or conditions hereof (the defaulting party) and fails to remedy such breach within ten (10) days after dispatch by pre-paid registered post or by hand delivery to the domicilium address, of a written notice given by the other party calling upon the defaulting party to remedy such breach, then the other party may:

(a) cancel the agreement and, if applicable, retain the deposit paid after deduction of agent's commission, as well as all other amounts paid by the purchaser, either as a penalty, or as liquidated damages, or

(b) recover such damages as he may be able to prove he has sustained in lieu of the amount provided for in clause (a) above, in which event he shall be entitled to have the deposit and payments referred to in clause (a) retained in trust until the actual amount of damages has been determined by a Court and thereafter set off such damages against the aforesaid amounts in trust, or

(c) enforce performance of the terms hereof.

(d) Should there be a dispute as to the determination of the defaulting party, the conveyancer shall retain the deposit in trust under his control until such dispute is resolved, either by agreement between the purchaser and the seller or by order of a competent court.

8. VARIATIONS

No indulgence or extension allowed by the Seller to the Purchaser shall operate as a waiver of any of the Seller's rights in terms of this Agreement and no variation of this Agreement shall be of any force or effect unless reduced to writing and signed by the parties.

9. FIXTURES AND FITTING

The Property is sold inclusive of all existing fixtures and fittings of a permanent nature including but not limited to , fences, trees, shrubs, which the Seller warrants to be his exclusive property and fully paid for.

10. WARRANTIES AND REPRESENTATION

This Agreement shall constitute the sole agreement between the parties and neither the Seller nor the Agent shall be liable to the Purchaser for any warranties representations, whether express or implied, promises or statements not specifically herein contained. Neither the Seller nor the Agent gives any warranty or makes any representation to the Purchaser that the property is fit for the use intended by the Purchaser. The Purchaser shall be deemed to have acquainted himself with any laws or by-laws of the relevant local authority and any conditions of the townplanning scheme applicable to the property.

Neither the Seller nor the Agent shall be obliged to point out any beacons or the boundaries demarcating the property but should they do so neither party shall be liable for any error in so doing. The Seller shall not be liable for any deficiency in extent which may be revealed on any resurvey nor shall the Seller benefit by any possible excess and if the Property has been erroneously described herein, such mistakes or errors shall not be binding on the Seller but the description of the Property as set out in the Seller's title deed shall apply and in such event, the parties agree to the rectification hereof to conform to the intention of the parties.

11. VOETSTOOTS

It is expressly recorded (as provided for in Section 55(6) of the Consumer Protection Act) that:

(a) the purchaser has been expressly informed that the property is offered to the purchaser in the condition as it stands with certain patent (visible) defects and possible latent (invisible) defects and;

(b) the seller has allowed the purchaser a reasonable opportunity to examine the property, that the purchaser has carefully inspected the property and hereby expressly agrees to accept the property in the condition that it stands.

12. DOMICILIUM

The parties hereby choose domicilium citandi et executandi for the delivery of all notices and/or processes arising herefrom at the address set out by them in the preamble hereto.

13. LIABILITY

(a) In the event of the Purchaser acting in the capacity of an agent or trustee for a company or close corporation to be formed, the Purchaser shall be personally liable should such Company or Corporation not be formed, or if when it is formed, it does not ratify this Agreement. In addition, the said Purchaser shall be deemed to have guaranteed the obligations of the Company or Corporation formed in terms of this Agreement, as surety and co-principal debtor.

(b) In the event of there being more than one person defined as the Purchaser, the liability of the Purchaser in terms hereof and arising herefrom, shall be joint and several.

(c) In the event of the Purchaser signing on behalf of a nominee and the nominee failing to accept nomination, then the signatory hereto binds himself to be the Purchaser.

14. EXPIRATION OF OFFER

This offer is irrevocable until 10 p.m. on..... (whereafter it may be deemed to have lapsed) and is binding upon acceptance at any time prior thereto irrespective of notification of acceptance to the Purchaser.

15. ADDITIONAL CLAUSES

1. The purchaser to wall the whole of portion 4, the front wall design will be sent to purchaser within 7 of acceptance, so that the purchaser to keep to design when building wall along George Street

2. The Purchaser acknowledges that the proposed subdivision has as yet not been registered as a separate subdivision, however consent to subdivide Erf 1512 Bryanston has been granted in terms of Section 92 of the Townships Planning and Townships Ordinance No. 15 of 1986, and that she purchases the property subject to the conditions imposed in granting approval to subdivide.

3. Extent 718 square metres as depicted on Layout Plan annexed hereto as Annexure 'A'.

THUS DONE AND SIGNED BY THE PURCHASER AT.....

on this the.....day of.....2014

AS WITNESS: PURCHASER:

ACCEPTED BY THE SELLER AT.....

on this the..... day of..... 2014

AS WITNESS :..... SELLER:.....

The Agent accepts the benefits of this contract and is a party thereto:
for

| | |
|---------------------------------|----------------|
| purchaser | |
| Full name of Purchaser | |
| | |
| Wife/husband's full name | |
| | |
| Maiden Name | |
| Marital status (MICP) | (ANC) |
| Date of marriage | |
| Place of marriage | |
| ID No. Mr | |
| ID No. Mrs | |
| Date of birth Mr | |
| Date of birth Mrs | |
| Current address | |
| | |
| Postal address | |
| | |
| e-mail address | |
| Tel no's (home) | |
| Tel no's Mr (w) | Mrs (w) |
| Cell no's Mr | |
| Cell no's Mrs | |
| Tax Number Mr | |
| Tax Number Mrs | |

| |
|---|
| seller |
| Full name of registered owner/s |
| |
| Wife/husband's full name |
| |
| Maiden name |
| Marital status (MICP) (ANC) |
| Date of marriage |
| Place of marriage |
| ID No. Mr |
| ID No. Mrs |
| Date of birth Mr |
| Date of birth Mrs |
| Current address |
| |
| Postal address |
| |
| e-mail address |
| Tel no's (home) |
| Tel no's Mr (w) Mrs (w) |
| Cell no's Mr |
| Cell no's Mrs |
| Local Authority/Managing Agent |
| Rates account No |
| Present first mortgage bondholder |
| Branch |
| Bond account no |
| Approx. amount outstanding |
| Present second mortgage bondholder |
| Branch |
| Bond account no |
| Approx. Balance R |
| Conveyancing attorneys |
| Tax Number Mr |
| Tax Number Mrs |