



Sakstons Property Management CC
Registered ito of the Property Practitioners Act
Registration Number 2009/017484/23 • VAT number 4930291051

Offer to Purchase: Sectional Title Property

The Seller

Graeme Robert Carr
(Hereinafter referred to as the 'SELLER')

The Purchaser

I/We, the undersigned:

Karsten Kaminski
(Hereinafter referred to as the 'PURCHASER')

Hereby offer to purchase, through the undersigned **SAKSTONS PROPERTY MANAGEMENT CC**
(Hereinafter referred to as the 'BROKER')

Contact: Graham Donald
Mobile: 082 708 8852
E-mail: graham@sakstons.com

The Property

Unit consisting of:

Section(s) **36** as shown and more fully described on the Sectional Plan No: **707/2002**

Corresponding to:

Flat/Townhouse No: **36**

Garage(s)/Parking Bay(s)/Carport(s) No(s): **36**

(Hereinafter referred to as the 'Property')

In the Scheme known as:

Matumi Sands

Situated at:

ERF 1237, Lone Hill Ext 58, 5 The Straight Street, Lone Hill, City of Johannesburg Municipality, Gauteng, South Africa

and an undivided share in the common property in the Scheme apportioned to the said Section(s) in accordance with the participation quota as endorsed on the Sectional Plan appended, together with exclusive use and enjoyment of Garage(s)/Parking Bay(s)/Carport(s) and Staff Room(s) described above, together with all improvements thereon, subject to all registered conditions and servitudes referred to in the Sectional Plan attached and the provisions of the Schedule of Rules and in the condition and to the extent such as it now lies Voetstoots, on the terms and conditions set out below

1. Purchase Price

1.1 The purchase price being inclusive of VAT when applicable and payable by the **PURCHASER** to the **SELLER** is **R1,000,000.00 (One Million Rand)**

The Purchase price shall be paid as follows:

1.2 A deposit of **R0.00 (Zero Rand)** in cash and/or guarantees to be deposited with the Conveyances within 14 (fourteen) days of **SELLER's** signature hereto which, unless otherwise provided for herein, shall be held in Trust pending registration of transfer.

1.3 The balance of **R1,000,000.00 (One Million Rand)** shall be secured by means of a Banker's or other approved guarantee within 21 (twenty-one) days of:

a. Date of acceptance by the **SELLER**

or

b. Date of granting of the mortgage bond application as recorded in 'Bond Finance, paragraph 1' hereof, whichever is the later.

The **SELLER** warrants that the purchase price is sufficient to cover the outstanding bond(s), Broker's brokerage fee, rates and taxes, electricity, gas, water and all imposts levied by the local Authority and levies (whichever applicable).

The **SELLER** declares that he is not a registered vendor in terms of the Value Added Tax Act of 1991 (as amended). *Delete whichever is not applicable.

2. Bond Finance

This Sale is subject to the **Suspensive Condition** that the **PURCHASER** or the **SELLER**, or the **Broker** on behalf of the **PURCHASER**, is able to obtain from a registered financial institution, within 21 (twenty-one) days of signature hereof, loan(s) of not less than **R1,000,000.00 (One Million Rand)** on the security of Mortgage Bond(s) to be registered over the Property at a rate of interest not in excess of the maximum Bond Lending Rate charged by a recognised Bank or Financial Institution, and subject to the terms and conditions imposed by the financial institution to which application is made by, or on behalf of the **PURCHASER** at his expense. Should the bond(s) not be granted, both Parties agree, at the sole election of the **Broker**, to a 14 (fourteen) day extension of time to facilitate the obtaining of the mortgage bond(s). The **Broker** need not give notice to either the **PURCHASER** or the **SELLER** if the **Broker** exercises his discretion to extend the period by the 14 (fourteen) days referred to above. Should the bond(s) be granted for a lesser amount upon the **PURCHASER's** request, the **Suspensive Condition** shall be deemed to be fulfilled.

Initialled for Identification by: SELLER

GC

PURCHASER

B

the Broker

L.G.D.

The **PURCHASER** acknowledges that it is a Material Term of this Sale that he signs and submits all documentation necessary to make application for Mortgage Bond(s) in fulfilment hereof. Failure to do so will constitute a breach of Contract and shall have the effect of this clause being fictionally fulfilled.

The **PURCHASER** warrants that he is solvent, and no existing judgments and/or adverse reports are recorded against his name. The **PURCHASER** also warrants being fully aware of the requirements of financial institutions with reference to the maximum loan, which a financial institution is prepared to grant on the basis of income.

This condition shall be deemed to have been fulfilled upon advice given by the respective Mortgagee(s) that the loan(s) has/have been approved in principle or in final form. If the loan(s) is/are not approved 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 to him with any interest accrued thereon.

The Parties agree that the Suspensive Condition has been inserted for the benefit of the **PURCHASER** who may waive the terms hereof.

3. Occupation

Occupation of the Property shall be given to and taken by the **PURCHASER** at 12H00 on Transfer or such other date agreed upon by the Parties in writing provided that all the Suspensive Conditions contained herein have been complied with and that Guarantees have been delivered timeously.

Should the **PURCHASER** obtain occupation of the property at any time prior to registration of transfer and irrespective of the cause of any delay in registering the transfer, (save deliberate obstruction by the **SELLER** or his **Broker**), then the **PURCHASER** shall pay to the **SELLER** an agreed occupational rental of R00,00 (Zero Rand) per month, payable in advance on the first calendar day of each and every month to the Conveyancers without deduction or demand and free of setoff, from the occupation date until date of registration of transfer, both days inclusive provided that, should transfer be effected during the course of the month in respect of which the **PURCHASER** has paid rental for the full month, the **PURCHASER** shall be entitled to a pro-rata refund of such overpayment. The **PURCHASER** will be responsible for the utilities accounts (water, electricity, gas, domestic effluence) from date of occupation.

Conversely, if registration of transfer takes place prior to the occupation date, the **SELLER** shall pay to the **PURCHASER** an Occupational Rental equivalent to the amount set out above, payable monthly in advance on the first calendar day of each and every month to the Conveyancer without deduction or demand, from date of transfer until the occupation date, both days inclusive. The **SELLER** will be responsible for the utilities accounts (water, electricity, gas, domestic effluence) during his occupation.

The risk in the property shall pass to the **PURCHASER** from the date of registration of transfer and from such date the **PURCHASER** shall be liable for and shall pay rates, taxes, insurance, levies and other outgoings in respect of the property, and shall likewise be entitled to receive all rents and other income therefrom.

4. Breach

Should either Party fail to comply with any provision of this Agreement, and fail to remedy such breach within 7 (seven) working days after despatch of written notice, by registered post or hand delivery, requiring such default to be remedied, the aggrieved party shall be entitled, at their sole option, without prejudice to any other right in law, to cancel this Agreement forthwith or to claim immediate specific performance of all the defaulting party's obligations whether or not due for performance, and in either event without prejudice to the aggrieved party's rights to claim damages. The aggrieved party shall be entitled to receive or retain as *rouwkoop* or as a genuine pre-estimate of damages or on account of any pending determination by a court of the actual damages sustained, the balance of the deposit and any other monies paid by the **PURCHASER**, after deduction of the commission payable to the **Broker** in terms of Clause 7 hereof.

5. Jurisdiction

For the purpose of all or any proceedings herein the Parties hereby consent to the jurisdiction of the Magistrate's Court, or otherwise jurisdiction under Section 28 of the Housing Act pursuant to Section 45 of the Magistrate's Court Act 1944 as amended. However, an aggrieved party may, at his sole option, institute proceedings in any other competent Court, which has jurisdiction.

6. Brokerage Fee

The **SELLER** shall pay a brokerage fee to the **Broker** an amount of 4.5% (Four point Five Percent) plus VAT of the Purchase Price as per Clause 1.1 of the Property, which Brokerage Fee shall be deemed to be earned upon signature of this Agreement. Should the Agreement be subject to a Suspensive Condition, upon fulfilment of such condition, this fee shall be payable upon registration of transfer of the Property into the **PURCHASER's** name.

The **SELLER** hereby irrevocably authorises and instructs the Conveyancers attending to the transfer of the property to make payment of the Brokerage Fee to the **Broker**, from the deposit held by them or, if the deposit is insufficient therefore, from the proceeds of the Sale of the Property.

The **Broker** shall be entitled to instruct the Conveyancing Attorney not to proceed with the said transfer should the Parties not have made adequate provision for the payment of the **Broker's** Brokerage Fee plus VAT, as a first charge, out of the proceeds of the sale.

Should this Agreement be cancelled by mutual agreement, the **SELLER** shall be liable for payment of the **Broker's** Brokerage Fee plus VAT.

Should the **PURCHASER** and/or the **SELLER** breach this Agreement, then the defaulting party shall be liable for payment of the **Broker's** Brokerage Fee plus VAT.

Should the sale be cancelled due to the **SELLER's** default, the Conveyancing Attorney shall refund to the **PURCHASER** any and all monies deposited with the Conveyancing Attorney.

Monies held in trust in respect of the deposit shall not be released to any party whatsoever unless the **Brokers** Brokerage Fee plus VAT is paid, or payment thereof is secured to the satisfaction of the **Brokers** provided all Suspensive Conditions have been fulfilled.

Initialled for Identification by: SELLER

GC

PURCHASER



the Broker

L.G.D.

7. Transfer

Transfer of the Property shall be effected by the **SELLER's** Conveyancing Attorney within a reasonable time and all costs incidental to the transfer, including transfer duty, and shall be paid by the **PURCHASER** on demand.

8. Fixtures and Fittings

The Property is sold with all fixtures and fittings of a permanent nature, which the **SELLER** warrants are fully paid for and owned by the **SELLER** and are in normal working order, and includes (*Delete whichever is not applicable*):

- 9.1 All and any structures, buildings and other improvements erected on the Property.
- 9.2 All permanent fixtures and fittings; existing fitted light fittings and shades; eye level oven; upright stove; hob; extractor fan; gas fittings; internet fibre connection; curtain rails; curtain rods and rings; fitted blinds; fitted awnings; fitted cupboards and shelves; fitted mirrors; fitted towel rails and rings; fitted soap dishes; fitted toilet roll holder(s); plugs to baths, basins, sinks; bidet(s); fireplace grates; M-Net aerial(s); DSTV or Satellite Dish; irrigation system; all remote controls; security gates; electric fencing; intercom system; washing lines; air conditioning system(s); fences; plants; trees; shrubs.

9. Compliance Certificates

The **SELLER** undertakes to obtain from an accredited person, at his expense, valid Certificates of Compliance being: an Electrical Certificate of Compliance for Electrical Installations and Electric Fencing (if applicable), and a Certificate of Compliance for any and all Gas installations (if applicable) relating to the Property, in accordance with the provisions of the Occupational Health and Safety Act No.85 of 1993, and he undertakes to deliver it (them) to the **PURCHASER** prior to the date of occupation or the date of Lodgement of the Transfer Documents at the Deeds Office, whichever date is the sooner.

Should the aforesaid accredited person report that there is a fault or defect in any of the electrical or gas installations, the **SELLER** shall be obliged, at its expense, within 21 (twenty-one) days of receipt of such report and recommendations, to contract with an electrical or gas installation contractor or any other qualified person to carry out the repairs as recommended, so as to enable the accredited persons to issue the Certificates as aforesaid. If the Certificates referred to above predate this Agreement, the **SELLER** then warrants that the said Certificates are valid with respect to all the existing electrical and gas installations on the property.

Should the **SELLER** fail to furnish the Certificates as required, the **PURCHASER** shall be entitled to obtain same and the **SELLER** hereby authorizes the Conveyancing Attorney to reimburse the **PURCHASER** by deducting the costs thereof from the net proceeds of the sale.

10. Irrevocable Offer

This Offer is irrevocable until **17H00 on 28/02/2023** whereafter the Offer shall be deemed to have lapsed and shall be binding upon acceptance at any time prior thereto, irrespective of Notification of Acceptance to the **PURCHASER**. In the event of the **SELLER** making a counter Offer, or refusing this Offer during this period, this Offer will not terminate but will be deemed to

have been reinstated, the intention being that the **PURCHASER** shall be bound to the Offer for the full period referred to above.

11. Sectional Title Unit

Should the Property referred to in this Sale be a Sectional Title Unit situated within a Cluster or Complex, then:

It is agreed between the Parties that the **SELLER** shall not be liable for the levies and other costs due and payable to the Board of Trustees or Body Corporate as from the date of registration of the transfer into the **PURCHASER's** name, if applicable. Accordingly, the **PURCHASER** shall be liable and shall pay all levies and other costs due to the Board of Trustees or Body Corporate from such date, if applicable.

If after registration of transfer, the Board of Trustees or Body Corporate imposes a special levy to meet expenses which have been under-estimated for any period up to the registration of transfer, the **SELLER** shall refund to the **PURCHASER** such amount when it becomes payable by the **PURCHASER**. If after acceptance hereof, but before transfer is effected, the Board of Trustees or Body Corporate passes any resolution imposing a special levy to cater for any future improvements to the scheme, the **PURCHASER** shall be liable for the payment thereof. The **SELLER** warrants that he is not aware of any pending resolution.

12. Companies, Close Corporation and Trusts

Should the **PURCHASER** be a Company, Close Corporation, Trust or a Principal represented by an Broker, the person(s) signing this Offer on behalf of the **PURCHASER** hereby interposes, and binds himself, as surety and Co-Principal Debtor with the **PURCHASER** for the due and proper discharge of all the **PURCHASER's** obligations arising from this Agreement, and further hereby undertakes to sign all documents of Suretyship, Co-Principal Debtorship, or other documents which 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.

Should the **PURCHASER** be a person in his capacity as a Trustee for a Company or Close Corporation to be formed, such person in his personal capacity shall be personally liable as **PURCHASER** under this Agreement, unless the Company or Close Corporation is formed and fully adopts and ratifies the terms of this Agreement within 30 (thirty) days of acceptance by the **SELLER** and shall: -

- 13.1 Until the proposed Company or Close Corporation is formed and fully adopts and ratifies this Agreement, be and have personal rights and obligations of the **PURCHASER** hereunder, *and*
- 13.2 Bind himself (and by his signature hereto does so) as Surety for the Co-Principal Debtor *in solidum*, jointly and severally with such Company or Close Corporation in favour of the **SELLER** for all the obligations of such Company or Close Corporation arising here from; *and*
- 13.3 Sign all documents of Suretyship, Co-Principal Debtorship, or any other such document of Indebtedness as may be required by any Mortgagee(s) contemplated in this Agreement.

Initialled for Identification by: SELLER

GC

PURCHASER



the Broker

L.G.D.

13. General

The **SELLER** and **PURCHASER** agree that the **Broker** be allowed to place a **SOLD** sign at the street frontage of the property for a period of 90 (ninety days) from acceptance of this offer.

The **SELLER** will maintain the garden and pool in the same condition as at the date of acceptance of this Offer to Purchase until the Occupation Date.

14. SARS

As a result of the South African Revenue Services (SARS) carrying out Risk Analyses on both the **Transferor** and **Transferee** on all Transfer transactions, both the **SELLER** and the **PURCHASER** warrant to each other and the **Broker** that all Tax issues (both personal and otherwise) including, but not limited to Tax Returns and Tax Payments, are current and up to date.

15. Rates and Taxes

15.1. The **SELLER** shall be liable for all rates, taxes and other imposts levied against the property by any authority in order to obtain a valid Clearance Certificate for lodgement at the Deeds Office. On registration of transfer, the **SELLER** will be responsible for closing his/her/their account and obtaining his/her/their refund from the local authority.

15.2. The **PURCHASER** hereby undertakes to deliver proof to the **SELLER** within 8 (eight) weeks from the date of registration transfer that the electricity, gas and water deposits have been paid to the local authority, or within such extended period as the parties may mutually agree to.

16. Notices

All Notices required to be given to one party or the other, shall be in writing and shall be deemed to have been received by the addressee(s) by the third working day following posting thereof by registered post, or on the day of delivery thereof if delivered by hand to his *domicilium citandi et executandi* provided in Annexure 2 hereto.

17. Reference

Any reference to One Gender shall include a reference to the Other Gender where applicable.

18. Entire Agreement

The foregoing 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.

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 executed by the Parties or their duly authorised Representatives.

19. Special Conditions

If submission of this Offer to Purchase is conditional upon the **SELLER** carrying out repairs or other work, please specify:

20. Privacy Policy

The Agent will take up references based on the details that have been provided by the prospective **Purchaser**. These references may be passed to the **Seller** to facilitate the taking of a decision on agreeing to the sale. The prospective **Purchaser** is entirely responsible for any administration charges levied by his/her/their own bank in relation to obtaining a reference. The personal information submitted by the prospective **Purchaser** provided in this Application or collected from other sources is necessary for the **Agent** to verify the prospective **Purchaser's** identity, and to process and evaluate the application. Personal information collected about the Applicant in this submission may be disclosed for the purpose for which it was collected, to the **Seller**. If the correct information is not provided by the prospective **Purchaser**, the **Agent** may not be able to process the application.

Notice to Prospective Purchasers

The availability of telephone lines, internet services, analogue, digital or cable television – and the adequacy of such services – are the sole responsibility of the **Purchaser(s)** who should make their own enquiries as to the availability and adequacy of such services before finalising the purchase of the property. The **Seller** does not warrant that any telephone plugs, antenna sockets or other such service points located in the property are serviceable or will otherwise meet the requirements of the **Purchaser**, and **Purchaser(s)** must rely upon their own enquiries.

The **Purchaser** is responsible for the payment of telephone, domestic effluence, water, gas and electricity accounts for the property for the duration of any potential pre-sale occupancy.

The **Purchaser** is responsible for notifying relevant companies and local authority entities of occupation dates.

SELLER'S signature

x 

PURCHASER'S signature

x 

DATE: 24 February 2023

Initialled for Identification by: SELLER

GC

PURCHASER



the Broker

L.G.D.

Warranties

The **SELLER** hereby warrants that he/she has the legal right and contractual capacity to sell the Property and sign this Agreement without assistance, and to accept the benefits conferred upon him/her in this Agreement.

The Parties warrant to each other that all consents required in terms of the Matrimonial Property Act No 88 of 1984 have been duly furnished.

Neither the **SELLER**, the **Property Consultant** nor the **Broker** warrant the correctness of the Advertisement relating to the Property, nor the square meterage of the Stand or the square meterage of the Buildings erected thereon or the Unit.

The Parties acknowledge that the Offer to Purchase and its consequences have been explained and that they are fully aware of all the implications thereof.

The **SELLER** warrants that the local authority has approved all improvements on the property.

Property Practitioners Act Compliance

Lee Graham Donald, Full Status Agent Non-Principal, PPRE, hereby warrants the validity of his Fidelity Fund Certificate number 1153058 and the company Fidelity Fund Certificate number F136367 as at the date of signature of this Agreement.

Sakstons Property Management CC holds a Section 32 Trust Account

Submitting the Offer to Purchase

Upon completion in full, the Application for Tenancy, together with all required supporting documentation, should be submitted:

In person

Sakstons Property Management CC

First Floor, Lincoln House
Epsom Downs Office Park
13 Sloane Street
Bryanston, 2191

By email

info@sakstons.com

OR to the Brokers' current nominated address

AGENT'S signature (as Witness)

x

L.G. Donald

DATE: 24 February 2023

Brokerage Information:

Sakstons Property Management CC

First Floor, Lincoln House
Epsom Downs Office Park
13 Sloane Street, Bryanston, 2191
Tel. No.: 011 234 9801 / 087 808 7816
Email: info@sakstons.com

Property Broker:

Graham Donald (PPRE)
Mobile: 082 708 8852

Conveyancer Information

Company name:

Contact person:

Tel. No:

Email:



SELLER'S signature

x

PURCHASER'S signature

x

Initialled for Identification by: SELLER

GC

PURCHASER

L.G.D.

the Broker

L.G.D.

Offer to Purchase: Sectional Title Property

SELLER

Surname: **Carr**
Forenames: **Graeme Robert**
ID/Passport No: **7512085135082**
Residential address: **97 Blairgowrie Drive, Blairgowrie JHB**
Postal address: **97 Blairgowrie Drive, Blairgowrie JHB**
Employer: **Luma**
Work address: **95 Braam Fisher Drive**
Work Tel: **(011) 463-5250** Home Tel:
Mobile No: **0842266369**
e-mail: **graemecarr@icloud.com**

Spouse

Surname:
Forenames:
ID/Passport No:
Employer:
Work address:
Work Tel:
Mobile No.
e-mail:

PURCHASER

Surname: **KAMINSKI**
Forenames: **KARSTEN**
ID/Passport No: **7705165098085**
Residential address: **5 THE STRAIGHT AVE**
Postal address: **11**
Employer: **THE VET GROUP**
Work Tel: **0605440389** Home Tel: **0605440389**
Mobile No: **0605440389**
e-mail: **KARSTEN.KAMINSKI77@GMAIL.COM**

Spouse

Surname:
Forenames:
ID/Passport No:
Employer:
Work Tel:
Mobile No.
e-mail:

Initialled for Identification by: SELLER GC PURCHASER [Signature] the Broker L.G.D.