

PO BOX 190
HALFWAY HOUSE
1685
MIDRAND

082 455 3096
lorainek@mweb.co.za



OFFER TO PURCHASE

TO THE SELLER: Wilson R. Hlangwane
of 4 Midrand Ridge, George Rd, Noordwyk
(which address I/we hereby select as my domicilium citandi et executandi for all purposes hereunder)

* I/We, the undersigned Phillip Mandla & Tshclofelo Mbombeni
of 37 Carlswald Manor, 8th Road, Noordwyk
(which address I/we hereby select as my/our domicilium citandi et executandi for all purposes hereunder)

Hereby offer to purchase through the undersigned **LORAIN KING PROPERTIES** Agent who is registered with and acts as a Sole Proprietor of **LORAIN KING PROPERTIES** (hereinafter referred to as the "AGENT"):

AGENT: Lorraine King Properties Tel: 082 455 3096

THE PROPERTY

a) Freehold Stand No: _____ Township _____

Situated at _____ in extent _____ square meters together with all improvements thereon (hereinafter referred to as the "Property") subject to all registered conditions and servitudes mentioned or referred to in the current and/or prior Title Deeds of the said Property, and any registered lease thereon and to all such other conditions and servitudes which may exist in regard thereto, in the condition and to the extent such as it now lies voeststoots, on the following terms and conditions:

b) A Unit consisting of Section/s 4 as shown and more fully described on the Sectional Plan No. 4

corresponding to Flat/Townhouse No. 4 Garage No/s _____ Staff Room No/s _____

In extent 119 square meters in the scheme known as Midrand Ridge

Situated at S20 George Road, Noordwyk Ext 1

And an undivided share in the common property in the Scheme apportioned to the said Section/s in accordance with the participation quotas as endorsed on the Sectional Plan, together with exclusive use and enjoyment of Garage / Parking Bay / Carport No/s 4 and staff room No/s _____ together with all improvements thereon, subject to all registered conditions and servitudes referred to in the Sectional Plan and the provisions of the Schedule of Rules and in the condition and to the extent such as it now lies voeststoots, on the following terms and conditions:

1 PURCHASE PRICE

- 1.1 The purchase price being inclusive of VAT when applicable and payable by the PURCHASER to the SELLER is R 920,000,00 (Nine hundred & Twenty Thousand Rand only)

1.2 The Purchase price shall be paid as follows:

R _____ (_____)
_____)

In cash/guarantees to be deposited with the Conveyancers within _____ (_____) days of the SELLER'S signature hereto, which unless otherwise provided for herein shall be held in Trust pending registration of transfer whereupon same shall be paid to the SELLER.

1.3 The balance of R 920,000,00, Nine hundred & Twenty Thousand Rand only shall be paid to the SELLER upon registration of transfer of the property into the name of the PURCHASER in cash against transfer, which payment shall be secured by means of a banker's guarantee within 15 days:

1.3.1 of date of acceptance of this offer by the SELLER, or
1.3.2 of date of granting of the mortgage bond application as recorded in 2.1 hereof, whichever is the later.

1.4 The SELLER warrants that the purchase price is sufficient to cover the outstanding bond/s, AGENT'S commission, rates and taxes, electricity, water and all imposts levied by the local authority and levies (whichever applicable).

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

2 BOND FINANCE

2.1 This sale is subject to the suspensive condition that the PURCHASER, or the SELLER or the AGENT on behalf of the PURCHASER, is able to obtain from a registered financial institution, within 21 days of signature hereof, a loan/s of not less than R 920,000 - 00 (Nine hundred & Twenty Thousand Rand) on the security of a mortgage bond/s to be registered over the Property at a rate of interest a recognised bank is willing to charge, 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 AGENT, to a 21 day extension of time to facilitate the obtaining of the mortgage bond/s. The agent need not give notice to either the purchaser or the seller if the agent exercises his/her discretion to extend the period by the 21 days referred to above. Should the bond/s not be applied for by the PURCHASER within the agreed period, or should the bond be granted for a lesser amount upon the PURCHASER'S request, the suspensive condition shall be deemed to be fulfilled.

2.2 The PURCHASER herewith irrevocably authorises the AGENT to assist, if required by the PURCHASER, in the application for the loan through any registered financial institution in order to obtain finance as described in clause 2.

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- 2.3 The **PURCHASER** acknowledges that it is a material term of this sale that he signs and submits all documentation necessary to make application for a mortgage bond/s in fulfillment hereof. Failure to do so will constitute a breach of contract and shall have the effect of this clause being fictionally fulfilled.
- 2.4 The **PURCHASER** warrants that he is solvent and no existing judgements/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 that a financial institution is prepared to grant on the basis of income.
- 2.5 This condition shall be deemed to have been fulfilled upon advice given by the respective mortgagee/s that the loan/s have been approved in principle or in final form. If the loan/s 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.
- 2.6 The parties agree that the suspensive condition has been inserted for the benefit of the **PURCHASER** who may waive the terms hereof.

3 OCCUPATION

- 3.1 Occupation of the Property shall be given to and taken by the **PURCHASER** at 12h00 on Date of Registration or by mutual agreement or other such 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.
 - 3.2 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 Agents), then the **PURCHASER** shall pay to the **SELLER** an agreed occupational rental of R 8,000 - 00 (Eight Thousand Rand only), per month, payable in advance on the first day of each and every month to the Conveyancer 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 water and electricity accounts from date of occupation.
 - 3.3 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 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 water and electricity accounts during his occupation.
 - 3.4 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.

- 3.5 Should registration of transfer be delayed beyond the _____
then from such date the delaying party will pay interest on the full purchase price of

R _____ ()

)
at the Standard Bank of South Africa prime overdraft rate until date of registration of transfer. The **PURCHASER** shall not be liable to pay interest in respect of any period of delay caused by the **SELLER** or through defects in the **SELLER'S** title. This interest (if applicable) shall be in substitution of any rental referred to in Clause 3.2 above.

4 REVOCATION

- 4.1 The **SELLER** and **PURCHASER** hereby record that the **PURCHASER** (if a natural person) has in terms of clause 29A of the Alienation of Land Amendment Act No 103 of 1998, if the purchase price is less than R250,000-00 (two hundred and fifty thousand Rand) the right to revoke this Offer to Purchase within 5 (five) days (excluding the day on which it is signed, Saturdays, Sundays and any Public Holidays) of it being signed by the **PURCHASER**.
- 4.2 Notice of Revocation must be given in writing and delivered to the **SELLER** and/or his agent and must:
4.2.1 be signed by the **PURCHASER** and his duly authorized agent, and
4.2.2 identify the Offer to Purchase that is being revoked, and
4.2.3 be unconditional

5 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, email 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 **AGENT** in terms of clause 7 hereof.

6 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 Act pursuant to Section 45 of the Magistrate's Court Act 1945 as amended. However an aggrieved party may at his sole option institute proceedings in any other competent Court, which has jurisdiction.

7 COMMISSION

- 7.1 The **SELLER** shall pay a brokerage fee to the **AGENT** in an amount equivalent to ~~1%~~ plus Value Added Tax 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 fulfillment of such condition, and shall be payable upon registration of transfer of the Property into the **PURCHASER'S** name.
- 7.2 The **SELLER** hereby irrevocably authorizes and instructs the Conveyancing Attorney attending to the transfer of the property to make payment of the brokerage fee ~~plus VAT~~ to **LORAIN KING PROPERTIES**, who will receive same on behalf of the **AGENT**, from the deposit held by them, or if the deposit is insufficient therefore, from the proceeds of the sale.

- 7.3 The **AGENT** 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 **AGENT'S** commission, as a first charge, out of the proceeds of the sale.
- 7.4 Should this Agreement be cancelled by mutual agreement, the **SELLER** shall be liable for payment of the **AGENT'S** brokerage fee.
- 7.5 Should the **PURCHASER** and/or the **SELLER** breach this Agreement, then the defaulting party shall be liable for payment of the **AGENT'S** brokerage fee.
- 7.6 Should the sale be cancelled due to the **SELLER'S** default, the Conveyancing Attorney shall refund to the **PURCHASER** any monies deposited with the Conveyancing Attorney.
- 7.7 Monies held in trust in respect of the deposit shall not be released to any party whatsoever unless the **AGENT'S** brokerage fee is paid, or payment thereof is secured to the satisfaction of the **AGENT**. Provided all suspensive conditions have been fulfilled.

8 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, shall be paid by the **PURCHASER** on demand.

9 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.

10 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 10th working day following posting thereof by registered post, or on the day of delivery thereof if delivered by email or hand.

11 ELECTRICAL COMPLIANCE CERTIFICATE

- 11.1 The **SELLER** undertakes to obtain from an accredited person, at his expense and prior to the date of lodgement of the transfer documents at the Deeds Office, an Electrical Certificate of Compliance relating to the Property in accordance with the provisions of the Machinery and Occupational Safety Act No. 85 of 1993.
- 11.2 Should the **SELLER** fail to furnish the Certificate 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 nett proceeds of the sale.

12 IRREVOCABLE OFFER

This offer is irrevocable until 22H00 on 22/5/15 (whereafter it 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.



13 SECTIONAL TITLE UNIT

Should the property referred to in this sale be a Sectional Title Unit, 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 Body Corporate as from the date of registration of the transfer into the **PURCHASER'S** name. Accordingly the **PURCHASER** shall be liable and shall pay all levies and other costs due to the Body Corporate from such date. The **PURCHASER** hereby indemnifies the **SELLER** against any claims in terms of the Section 37 of the Sectional Titles Act. If after registration of transfer, the 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 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.

14 COMPANY, CLOSE CORPORATION AND TRUST

- 14.1 Should the **PURCHASER** be a Company, Close Corporation, Trust or a Principal represented by an Agent, the person/s signing this offer on behalf of the **PURCHASER** hereby interposes as and binds himself/themselves as surety for, 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 the Agreement so as to ensure the fulfillment of any condition/s to which this Agreement may be subject.
- 14.2 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:
- 14.2.1 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
14.2.2 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 herefrom; and
14.2.3 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.

15 GENERAL

- 15.1 This Agreement 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.
- 15.2 No variation of the terms and conditions of the 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 representative.
- 15.3 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.
- 15.4 Neither the **SELLER**, nor the **AGENT** warrant the correctness of the advertisement relating to the Property, nor the square meters of the stand or the square meters of the buildings erected thereon or the unit.
- 15.5 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.

- 15.6 Any reference to one gender shall include a reference to the other gender where appropriate.
- 15.7 The **SELLER** will maintain the garden and pool (if applicable) in the same condition as at the date of acceptance of this Offer to Purchase until the Occupation Date.
- 15.8 The **SELLER** and **PURCHASER** agree that the **AGENT** 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.

16 SARS

As a result of the South African Revenue Services (SARS) doing risk analysis on both the transferor and transferee on all transfer transactions, both the **SELLER** and the **PURCHASER** warrant to each other and the **AGENT** that all tax issues (both personal and otherwise) including but not limited to tax returns and tax payments are current and up to date.

17 SPECIAL CONDITIONS

- 17.1 Any contract of sale resulting from the acceptance by the **SELLER** of this Offer to Purchase shall be subject to the suspensive condition that the **PURCHASER'S** property known as

~~is sold within _____ days of the date of acceptance of this Offer, it being the PURCHASER'S intention that the proceeds from the anticipated sale shall be employed to furnish portion of the guarantees referred to in Clause 2 herein.~~

- 17.2 Should the **SELLER** wish to accept a subsequent written offer, free of suspensive conditions, to purchase the property whilst this agreement is in force, the **PURCHASER** shall be required to render this offer unconditional in writing and shall be required to match the terms and price of the subsequent offer within 48 working hours of written notice being served on the **PURCHASER'S** agent or the **PURCHASER** at his elected domicilium, failing which this agreement shall become void immediately.]
- 17.3 Until this agreement becomes unconditional the **SELLER'S** property shall be marketed exclusively by **LORAIN KING PROPERTIES** during the aforesaid period.
- 17.4 Any contract of sale resulting from the acceptance by the **SELLER** of this Offer to Purchase shall be subject to the successful conclusion and transfer of the **PURCHASER'S** property situated at

~~which he/she warrants has been sold and the proceeds shall be employed to furnish portion of the guarantees referred to in Clause 2 herein.~~

18 OTHER CONDITIONS

(If there are defects such as damp, broken pool pump, gate motors not working, cracked walls, missing or broken lights, please refer to them below)

{

<i>Stove + oven to be in working order</i>
<i>2 Sets of keys / remotes to be supplied</i>
<i>Loose floor upstairs bathroom to be fixed</i>
<i> </i>
<i> </i>
<i> </i>

} All by 7th Feb 2018

DY

THIS DONE AND SIGNED BY THE PURCHASER

1 AS WITNESS:

Deggs

PURCHASER: M. M. A.

2 AS WITNESS:

PURCHASER'S SPOUSE: S. M. Tambeni

Assisted insofar as needs be by me, the PURCHASER'S spouse, I being bound as surety and co-principal debtor for my spouse's obligations herein. I also commit myself to assist and bind myself in respect of my spouse's application for a mortgage bond/s as contemplated in the Agreement and undertake to make available my true financial position to the mortgagee/s when called upon to do so.

ACCEPTED BY THE SELLER

on this the 21 day of May 20 15.

SELLER: J. J.

SELLER'S SPOUSE: _____

1. AS WITNESS: _____

2. AS WITNESS: _____

I/We hereby warrant that I/we have the legal right and contractual capacity to sell the Property and sign this Agreement without assistance.

I/ We hereby accept the benefits conferred upon me/us in this Agreement

LORAIN KING PROPERTIES AGENT: Deggs

Date: 19/5/2015

1m PM
Dn WB

Please complete whole page
If married in community of property.
ef

THE FOLLOWING INFORMATION IS REQUIRED FOR THE PURPOSE OF TRANSFER AND/OR BANK
LOAN

PURCHASER

PURCHASER

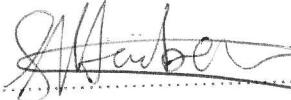
Surname **M TOMBENI**
Full Names **PHILLIP MANDLA**
ID Number **801214**
Date of birth **12 DECEMBER 1980**
Place of birth **EVATON**
Tel No (Bus)
(Res)
(Cell) **076 568 5999**
(Fax)
(e mail) **pmtombeni@gmail.com**

How married (in Community of Property/out of Community of Property/married outside the Republic of South Africa), or Widow, Spinster, Divorced, etc.....

Date of Marriage **08 DECEMBER 2012**
Present Address **37 CARLSWALD MANOR, 8th ROAD, NOORDWYK, MIDRAND**
Postal Address **37 CARLSWALD MANOR, 8th ROAD, NOORDWYK, MIDRAND**
Future Postal Address **4 MIDRAND RIDGE, GEORGE ROAD, NOORDWYK, MIDRAND**
Place of Business, or Employment **EXPOVANT**
Occupation **SENIOR SOFTWARE DEVELOPER**

Bank: **FNB**
Name:
Branch code(IBM):

Branch: **MIDRAND**
Account Number: **62412327240**

I certify that the above information is correct. Signed  (Purchaser)