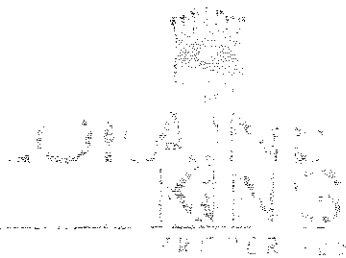


PC 10X180
HALLWAY HOUSE
1635
MIDRAND

012 455 3096
lorainek@mweb.co.za



OFFER TO PURCHASE

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

I/we, the undersigned PHILIP MANDLA MTOMBENI
TSHOLELELO MTOMBENI
of 57 Carlswald Manor, Str. Rd. Nordsig
(which address I/we hereby select as my/our domicile citandi et executandi for all purposes hereunder)

Hereby offer to purchase through the undersigned LORRAINE KING PTW. ERTLS Agent who is registered with and acts as a Sole Proprietor of LORRAINE KING PROPERTIES (hereinafter referred to as the "AGENT");

AGENT: Lorraine King Properties Tel: 051 553 96

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 voetstoots, 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 520 George Road, Nordsig 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 voetstoots, on the following terms and conditions:

T.M
P.M
WB

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 thousand rand)

- 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 thousand rand)

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 10 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 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.

- 2.3 The PURCHASER acknowledges that it is a material term of this sale that he sign and submit the necessary 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 The 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 the 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 3000 + 00 (per) 12 Thousand round 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.

TM
Pmx
WB

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 rowwkoop 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 LORAINÉ 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'S commission and interest at the conveyancing Attorney not to proceed with the sale 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 net 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.

Tm
J. P. M.
* L.S.

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 fulfilment 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, the 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.

Trm fm
* Jee
WB

Please complete whole page
if married in community of property

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

PURCHASER

PURCHASER

Surname MTOMBENI
Full Names PHILLIP MANDLA
ID Number 801314
Date of birth 12 DECEMBER 1980
Place OPHEUS EVATON
Tel No (Bus)
(Res)
(Cell) 076 568 5499
(Fax)

(e mail) mtombeni@gmail.com

SPOUSE

Surname MTOMBENI
Full names TSHOLOFELC
ID Number 850615 0417 085
Date of birth 15 JUNE 1985
Place MAAKENG
Tel No (Bus) 011 269 2058
(Res)
(Cell) 082 723 0343
(Fax)

(e mail) Tsholofelc@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 05 DECEMBER 2012

Present Address 37 CHARLWOLD MANOR, STURD ROAD NOORDWYK, MIDRAND

Postal Address 37 CHARLWOLD MANOR, 8th ROAD NOORDWYK, MIDRAND

Future Postal Address 4 MIDRAND RIDGE, GEORGE ROAD, NOORDWYK, MIDRAND

Place of Business, or Employment EXPONANT

Occupation SENIOR SOFTWARE DEVELOPER

Bank: Name FNB Branch MIDRAND
Branch code (IBT) Account Number 62412327240

I certify that the above information is correct.

Signed

(Purchaser)

SELLER

SELLER

SPOUSE

Surname.....

Surname.....

Full Names.....

Full names.....

ID Number.....

ID Number.....

Date of birth.....

Date of birth.....

Place.....

Place.....

Tel No (Bus).....

Tel No (Bus).....

(Res).....

(Res).....

(Cell).....

(Cell).....

(Fax).....

(Fax).....

(e mail).....

(e mail).....

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.....

Present Address.....

Postal Address.....

Future Postal Address.....

Place of Business, or Employment.....

Occupation.....

Conveyancer's Name and number.....

Bond Attorney's Name and Number.....

Present Mortgage Bondholder or Other.....

Account No..... Amount.....

Name of Managing Agents.....

Monthly Levy R..... Special Levy.....

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