

Handwritten initials: MB, C.C., MB

<p><b>THE SELLER DECLARES THAT HE IS SELLING THIS PROPERTY IN THE ORDINARY COURSE OF HIS BUSINESS</b></p> <p><i>(In which case the provisions of the Consumer Protection Act 68 of 2008 together with the Regulations thereto apply to the SELLERS' disclosures herein).</i></p>	<p>Delete whichever is not applicable</p>
<p><b>THE SELLER DECLARES THAT HE IS NOT SELLING THIS PROPERTY IN THE ORDINARY COURSE OF HIS BUSINESS</b></p> <p><i>(In which case the provisions of the Consumer Protection Act 68 of 2008, together with the Regulations thereto, will not apply to the contractual relationship between the Seller and the Purchaser herein contained).</i></p>	

Handwritten initials: MB, C.C.

## OFFER TO PURCHASE - FULL TITLE / SECTIONAL TITLE

This document constitutes a memorandum of an offer by the Purchaser to purchase the Property and will become a binding agreement of sale if accepted by the Seller:

FULL NAMES OR NAME OF LEGAL ENTITY OR TRUST LUNDI LUCAS NKWENKWEZI

ID/Reg no: 8303245806088

(hereinafter referred to as "the Purchaser")

and

FULL NAMES OR NAME OF LEGAL ENTITY OR TRUST MUZAMANI BENJAMIN MANGANYI

ID/Reg no: 7303036171081

(hereinafter referred to as "the Seller")

the parties agree as follows:

The Purchaser hereby offers to purchase from the Seller, through the agency of ENGEL & VOELKERS, BROADACRES (hereinafter referred to as "ENGEL & VÖLKERS"), the Property described in clause 1 hereunder (hereinafter referred to as "THE PROPERTY"), for the purchase price set out in clause 2 hereunder, on the following terms and conditions:

### 1. THE PROPERTY

1.1	<b>Freehold Property</b>
Erf no:	<u>505</u> of Suburb / Township <u>NEEDWOOD EXT 8</u>
Street address:	<u>24 BALLASALLA ROAD, CEDAR CREEK</u>
City / Town:	<u>JOHANNESBURG</u>
1.2	<b>Sectional Title Property</b>
1.2.1	A Unit consisting of:
1.2.1.1	Section no: ..... door no: ..... in the sectional title scheme known as ..... situated at the following address: ..... .....
	Sectional plan no: SS ..... Erf no: ..... of Suburb/Town ..... City .....
	In extent: ± ..... square metres (m <sup>2</sup> ); and
1.2.1.2	An undivided share in the common property in the sectional title scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.
1.2.2	Exclusive use area(s): ..... as indicated on Sectional plan no. SS

Delete whichever property type is not applicable and initial

*Handwritten initials: L.C. MB*

2. PURCHASE PRICE

2.1 The purchase price is R 2,750,000 - 00 (TWO MILLION SEVEN HUNDRED & FIFTY THOUSAND

RAND .....). The parties record that, should Value Added Tax (hereinafter referred to as "VAT") be payable, the said purchase price is inclusive of VAT.

2.2 The Purchase Price, as stated in clause 2.1 above, is payable by the Purchaser as follows:-

2.2.1 the deposit of R 275,000 - 00 (TWO HUNDRED & SEVENTY-FIVE THOUSAND RAND

is payable in cash within 7 days of acceptance hereof.

2.2.2 The balance of the Purchase Price is payable against registration of transfer.

2.3 The Purchaser shall, within 14 (fourteen) days after fulfilment of the condition precedent referred to in Clause 3.1.1 below, or, if this Agreement is not subject to such condition precedent referred to in Clause 3.1.1, within 14 (fourteen) days after acceptance hereof, furnish the Conveyancing Attorneys with a guarantee to secure the balance of the purchase price or the full purchase price (as the case may be), such guarantee shall be in favour of the Seller or a payee nominated by the Conveyancing Attorneys.

2.4 The deposit as stated in clause 2.2.1 above, is to be paid to the Conveyancing Attorneys, who are hereby authorised to invest such monies in an interest bearing account, which interest will accrue to the Purchaser, in accordance with the provisions of Section 78(2A) of the Attorneys Act No. 53 of 1979 at a financial institution of their choice. The Purchaser acknowledges that the Conveyancing Attorneys are not able to invest any amount paid into their trust account, until such time as the Purchaser has complied with all the requirements of the Financial Intelligence Centre Act No. 28 of 2001 and for which the Purchaser undertakes to comply with as soon as reasonably possible in the circumstances.

2.5 If any suspensive condition to which this agreement is subject is not fulfilled, the full deposit, together with accrued interest, shall be refunded to the Purchaser.

2.6 The Purchaser acknowledges that should the Seller, in response to this offer, submit a counter offer to the Purchaser, such counter offer shall not constitute a rejection of this offer, which offer shall remain open for acceptance by the Seller within the period as stipulated in clause 20 hereunder.

3. SUSPENSIVE CONDITIONS

3.1 MORTGAGE LOAN APPROVAL

3.1.1 This agreement is subject to the suspensive condition that the approval in writing be obtained from a financial institution on its usual terms and conditions, for a mortgage loan in the capital sum of

R 2,750,000 - 00 (TWO MILLION SEVEN HUNDRED & FIFTY THOUSAND RAND .....)

or such lesser amount as may be accepted by the Purchaser, against security of a first mortgage bond to be registered over the Property. Application shall be made to such financial institution(s) as may be selected by the Purchaser. The Purchaser undertakes to forthwith pursue all reasonable sources of mortgage finance and to do all things necessary to procure the granting of the loan.

3.1.2 Confirmation of approval of the loan referred to in clause 3.1.1 above, shall be in the form of a written quotation issued by the financial institution(s) in their standard format and subject to such financial institution's usual terms and conditions, to be given by no later than 26TH APRIL 2017 whereupon this suspensive condition shall be deemed to have been fulfilled. ~~Failing approval of the loan by the aforesaid date, such date shall automatically be extended for a further period of 30 (thirty) days.~~

3.1.3 In order to facilitate the application by the Purchaser for the mortgage finance, the parties consent to the disclosure by ENGEL & VÖLKERS (or its nominee) of the information contained in this agreement for the purposes of the Purchaser's application for the mortgage finance.

3.1.4 The provisions of this clause are for the sole benefit of the Purchaser who may unilaterally waive the obtaining of the mortgage loan finance. Such waiver must be communicated to the Seller in writing prior to the expiry of the period for loan approval set out in clause 3.1.2 above.

3.2 SALE OF ANOTHER PROPERTY

3.2.1 This agreement is further subject to, and conditional upon, the Purchaser concluding an agreement of sale with regard to his/her property situated at the following address:

N/A

(hereinafter referred to as "the other property") by no later than 1/20 or such extended period as the Seller, in his/her sole discretion, may allow by notice in writing to the Purchaser. It is



specifically recorded that this suspensive condition shall not be regarded as having been fulfilled until all suspensive conditions to which that sale is in turn subject to, are fulfilled. The Parties agree that transfer of the other property will take place simultaneously with or prior to transfer of the Property. This condition is for the benefit of the Purchaser who may unilaterally waive compliance therewith, in writing and such notice of a waiver to ENGEL & VÖLKERS shall constitute notice to the Seller as well.

- 3.2.2 The Seller may continue to market the Property until such time as the suspensive condition pertaining to clause 3.2.1 above has been fulfilled. Should the Seller, during this time, receive an acceptable bona fide offer (hereinafter referred to as "the competing offer") to purchase the Property and the Seller is considering such offer, then the Seller shall be obliged to notify the Purchaser in writing and provide a copy of the competing offer to the Purchaser ("the notice"). The Seller shall request the Purchaser to, within 7 (seven) days of receipt of the notice by the Purchaser, to waive or comply with the above suspensive conditions to which this agreement is subject to. If the Purchaser fails to notify the Seller in writing within the waiver period that he/she waives the above suspensive condition, the Seller shall be entitled, but not obliged, to accept the competing offer, upon which acceptance this agreement shall lapse and be of no further force or effect. Should the Seller elect not to accept the competing offer this agreement shall remain in full force and effect.

#### 4. TRANSFER

- 4.1 Transfer of the Property shall be effected by the following Conveyancing Attorneys, Messrs. S.P. Baloyi Attorneys, Paul Baloyi, 011 500 331 which were appointed specifically by the Seller, as soon as the Purchaser has complied with all its obligations as set out in this agreement. All costs of transfer, including, but not limited to, transfer duty or VAT (if applicable), rates, taxes and levy/HOA application fees for clearances and or consents and the costs of registering any mortgage bond which may be required, and all such costs incidental registration of transfer and the mortgage bond, together with any VAT payable on such fees, shall be paid by the Purchaser. The Purchaser shall, on demand, pay all such costs as called for by the conveyancing attorneys. The Rates and Taxes are the responsibility of the Seller up to date of registration.

#### 5. OCCUPATION

- 5.1 Occupation shall be subject to the following existing tenancy: (Delete if not applicable) N/A
- 5.2 Vacant occupation of the Property shall be given and taken on REGISTRATION OF TRANSFER (hereinafter referred to as "the Occupation Date") provided that the Purchaser has paid the occupational consideration in advance in terms of clause 6 below (Delete if occupation is subject to tenancy).
- 5.3 Should the Purchaser request to take occupation prior to transfer of the Property or the date as referred to in clause 5.2 above, the Seller shall be entitled, but not obliged to refuse the Purchaser occupation of the Property in the event that the Purchaser has failed to pay the deposit, or delivered the necessary guarantee to secure the purchase price and/or paid the transfer duty in respect of the purchase of the Property.
- 5.4 If occupation is given prior to transfer of the Property, the Purchaser shall not make any alterations or additions to the Property, without the prior written consent of the Seller. In the event of this agreement being cancelled for any reason whatsoever, the Purchaser shall not be entitled to compensation from the Seller for any improvements of whatsoever nature he/she may have caused to be effected on the Property, whether with or without the Seller's consent.
- 5.5 No tenancy or lien or right of retention of whatsoever nature is created by virtue of occupancy before transfer of the Property and the Purchaser's right of occupation shall terminate on cancellation of this agreement, whatever the reason therefore and the Purchaser shall forthwith be required to vacate the Property without notice.

#### 6. OCCUPATIONAL CONSIDERATION

- 6.1 Should the Occupation Date not coincide with the date of transfer of the Property, the party enjoying such occupation shall pay to the registered owner an occupational consideration of R.20,000.00 (TWENTY THOUSAND RAND) per month, payable to the Conveyancing Attorneys as stated in clause 6.2 below and subject to entitlement of pro rata refunds by way of customary adjustments against transfer of the Property during a month.
- 6.2 Further to the occupational rent should the Occupation Date not coincide with the date of transfer of the Property, the party enjoying such occupation shall be responsible for the payment of the expenses relating to the consumption of the services. The registered owner of the property will be liable for the payment of expenses relating to the service fees.
- 6.3 Where the Purchaser is liable for payment of an occupational consideration, payment in respect of the first month of the occupational consideration shall be made to the Conveyancing Attorneys not less than 1 (one) week prior to the occupation date and thereafter, on or before the first day of every succeeding month.
- 6.4 Should the Purchaser not have paid the first month's occupational consideration in full prior to the occupation date, the Seller shall be entitled to withhold occupation until such payment is made, without prejudice to his/her right to claim the occupational consideration in full.

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6.5 Notwithstanding any claim which either party may have against the other, for damages or otherwise, payment of the occupational consideration shall under no circumstances be withheld and the parties waive their right to set off any amounts against occupational consideration due.

**7. POSSESSION AND RISK**

Possession of the Property and all the risks and benefits of ownership shall pass to the Purchaser on date of transfer of the Property from which date the Purchaser is liable for the payment of assessment rates and taxes relating to the Property as well as any levies relating to ownership of the Property. The Seller hereby indemnifies the Purchaser against any claims whatsoever that may be made by the relevant authorities/managing agents in respect of arrears rates and taxes/levies at transfer date.

**8. COMPLIANCE CERTIFICATES REQUIRED**

The Seller hereby undertakes to furnish the Conveyancing Attorneys, prior to the earliest of either the Occupation Date or Registration of Transfer, with the undermentioned Certificates. All costs incurred in obtaining such certificates, including costs of any repairs, treatments or replacements required in order for the certificates to be issued, shall be borne by the Seller.

**8.1 Certificates of Compliance**

8.1.1 A valid Electrical Certificate of Compliance in terms of Government Notice No R242 of 6 March 2009, Government Gazette No 31975 framed under Act 85 of 1993, including a test report where applicable, in respect of the Property.

8.1.2 An entomologist certificate (only applicable to properties in the Western Cape and Kwa-Zulu Natal) which confirms that the Property is free from any infestation by wood destroying insects, i.e. *Hyloterpes Bajules* and *Oxypleuris nodieri*; and

8.1.3 In accordance with Regulation 12 of the Electrical Machinery Regulations, the seller shall furnish the purchaser with a valid Electrical Fence Certificate (where applicable). In the event that the property forms part of a complex or estate where the managing agents are in possession of such a certificate to cover the entire complex, a certified copy of such a certificate will be accepted by the purchaser. Should the managing agents not be in possession of a valid Electric Fence Certificate for the complex as a whole, the Seller at his / her own cost will have to obtain a valid certificate prior to lodgement in the deeds office.

**8.2 Certificate of Conformity for Gas Appliances**

8.2.1 In the event of there being a gas installation in the Property, such as built in gas fires or braai's, gas stoves and hot water systems or the like, the Seller shall be obliged to, at his own cost, obtain a Certificate of Conformity ("COC") in respect of such an installation as required by Government Notice R734 of 15 July 2009, Government Gazette 32395, framed under Act 85 of 1993.

8.2.2 The required COC must be issued by an authorized person registered as such with the Liquefied Petroleum Gas Safety Association of Southern Africa ("LPGAS"), after he has inspected the installation and is satisfied that it is safe, and leak free.

**8.3 Certificate of Compliance of Water Installations (only applicable to properties in the City of Cape Town)**

8.3.1 The Seller will Supply the Purchaser and the Conveyancers with a valid Certificate of Compliance of Water Installation in accordance with Section 14(2) of the City of Cape Town Water By-law 2010, prior to lodgement.

8.3.1.1 The Seller is required at his own cost to provide the Purchaser and the Conveyancer with a written certificate, signed by an accredited plumber in respect of the premises in which he certifies that he has inspected the premises, that the water meter is registering, that there are no defects that can cause water to run to waste and there is no ingress of rainwater into the sewerage system.

8.3.1.2 Any defect found, which must be rectified in order to issue such certificate, will be repaired by the Seller prior to lodgement at the Seller's costs.

8.3.1.3 Upon the issue and receipt of such a certificate, no further liability shall lie with the Seller.

**8.4 Alien and Invasive Species**

8.4.1 "In terms of the National Environmental Management: Biodiversity Act 2004 (Act No. 10 of 2004) and the Alien and Invasive Species Regulations, 2014, promulgated thereunder. The SELLER declares that to the best of his knowledge there are no Invasive species, as per the National register of alien and listed Invasive species, present on the property.

8.4.2 "In terms of the National Environmental Management: Biodiversity Act 2004 (Act No. 10 of 2004) and the Alien and Invasive Species Regulations, 2014, promulgated thereunder. The SELLER declares that the following listed Invasive species are present on the property:

NONE

(\*Delete what is not applicable)

8.4.3 The PURCHASER understands that he must apply for a permit in his own name in terms of the National Environmental Management: Biodiversity Act 2004 (Act No. 10 of 2004) and the Alien and Invasive Species Regulations, 2014, once the property has been transferred into his name.

8.4.4 The SELLER further declares that to the best of his knowledge all endangered indigenous species on the property that needs permits, have valid permits.



9. **WARRANTIES AND UNDERTAKINGS**

- 9.1 The Purchaser admits that he has satisfied himself with the nature, condition, extent and location of the Property.
- 9.2 The Seller is not responsible for pointing out the land survey beacons of the Property to the Purchaser.
- 9.3 The Property is sold voetstoots, as it is at the date of signature hereof, together with all buildings and all fixtures and fittings and subject to the title conditions and servitudes contained in the title deed(s) of the Property, as the property stands on the date this agreement and the agreement is concluded with all visible defects applicable to such Property and of which the SELLER is aware of at the time of this sale being concluded after having been advised by ENGEL & VÖLKERS of the extent of disclosure required relating to lawfulness of characteristics of and amenities to the property. The list of visible defects and disclosure acknowledgement is attached hereto, and duly marked Annexure "B".
- 9.4 The Property is sold subject to all conditions of title and servitudes as may be referred to in the current title deed or any previous title deeds in respect of the Property or any other town-planning scheme conditions that may be applicable to the Property.
- 9.5 The parties hereby agree that this agreement constitutes the entire agreement between them and that no warranties or representations other than those contained herein have been made by any of the parties, or their agents, nor are there any suspensive conditions to this agreement which are not included herein.
- 9.6 No variation or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.
- 9.7 The parties warrant that the information in this agreement and in the personal detail section is true and correct.
- 9.8 The Purchaser warrants that he/she has not been introduced to the Property or to the Seller by any party other agent/agency than ENGEL & VÖLKERS and that ENGEL & VÖLKERS is the effective cause of the sale and should any other estate agent or agents lodge a claim against the Seller, the Purchaser hereby indemnifies the Seller against such claim(s) plus all costs in connection therewith.
- 9.9 The Purchaser and the Seller warrant that all the material terms of this agreement have been explained to them by ENGEL & VÖLKERS prior to signature of this agreement.
- 9.10 If there is more than one Purchaser, their liability hereunder shall be jointly and severally.
- 9.11 Where the signatory to this agreement does not sign in a personal capacity or as nominee for someone else, he/she warrants proper authorisation to represent the party ("the represented party") which he/she purports to represent and binds himself/herself as surety for and co-principal debtor with the represented party for the due performance by it of all its obligations in terms hereof, and agrees to sign all documents and to bind himself/herself as surety for and co-principal debtor with the represented party as far as it may be required by any financial institution to grant a loan or so as to enable fulfilment of any conditions of this agreement.
- 9.12 The parties agree that this agreement shall in all respects, including the interpretation and implementation thereof, be subject to the laws of the Republic of South Africa.
- 9.13 The parties warrant that their tax affairs with the South African Revenue Service ("SARS") are in order.
- 9.14 The parties will sign all documents necessary to effect transfer of the Property as well as to register a mortgage bond (if applicable) and return same and all other documents, resolutions and certificates required by the conveyancing attorneys and attorneys attending to the registration of the mortgage bond (if applicable) to them within 7 (seven) days after being requested to do so.
- 9.15 The parties undertake to do everything that may be necessary, incidental or conducive to the implementation of the terms, conditions and import of this agreement.
- 9.16 All payments in terms of this agreement shall be payable in cash, free of any charge, or any deductions whatsoever, at the offices of the conveyancing attorneys.
- 9.17 In this agreement, unless irreconcilable with the context hereof, words importing the singular shall include the plural and *vice versa*, and words importing the masculine gender shall include the female and words importing persons shall include bodies corporate and *vice versa*.
- 9.18 The reference to days refers to Calendar days, excluding Public Holidays.
- 9.19 The headings to each clause are for convenience only and are not to be taken into account for the purpose of interpreting this agreement.
- 9.20 Regarding sectional title, words in this agreement will have the same meaning as defined in the Sectional Titles Act No. 95 of 1986.



**10. PROFESSIONAL FEES**

- 10.1 The professional fee is included in the purchase price and is due by the Seller to ENGEL & VÖLKERS upon signature hereof or, if there are any suspensive conditions, once the suspensive conditions have been fulfilled. The fee becomes payable on transfer of the Property. Annexure "A", reflecting the professional fee, is attached hereto.
- 10.2 ENGEL & VÖLKERS' entitlement to the professional fee is unconditional once due and shall be payable upon transfer of the Property or, in the event the agreement is cancelled by the Purchaser or the Seller, immediately upon such cancellation. The Seller undertakes to pay the professional fee to ENGEL & VÖLKERS and hereby irrevocably authorises the conveyancing attorneys to deduct the professional fee plus VAT thereon, on transfer of the Property, from any amount the conveyancing attorneys may be holding in trust in terms of clause 2.1 hereof, or, if there is no such amount held or if the proceeds thereof are insufficient to meet the full professional fee plus VAT, then the Seller hereby irrevocably instructs the conveyancing attorneys to pay the amount, or the balance of the amount due, as the case may be, to ENGEL & VÖLKERS as a first draw against the proceeds of the sale.
- 10.3 An act of insolvency, or the granting of a provisional or final order of liquidation or sequestration in respect of the Seller, shall constitute a breach of this agreement by the Seller, in which event, should the trustee/ liquidator of the Seller's insolvent estate elect to proceed with the sale:
- 10.3.1 The Purchaser shall assume the Seller's liability for payment of the professional fee to ENGEL & VÖLKERS, and
- 10.3.2 The amount of the professional fee so paid by the Purchaser to ENGEL & VÖLKERS shall constitute damages suffered by the Purchaser as a consequence of the Seller's breach, which damages the Seller authorises the Purchaser to set off against the purchase price.
- 10.4 Should this agreement be cancelled by agreement between the parties, each party shall be liable for half of the professional fee, but ENGEL & VÖLKERS reserves the right to claim the full professional fee from either party.

**11. NOTIFICATION OF SALE**

ENGEL & VÖLKERS is hereby authorised by the Seller to affix a "Sold" board to the Property for a period of 60 (sixty) days from the date upon which all suspensive conditions have been fulfilled.

**12. BREACH**

- 12.1 Should either party commit a breach of any of the terms of this agreement, and fail to remedy same within 7 (seven) days of being called upon, in writing, to do so, the aggrieved party shall be entitled without prejudice to any other rights which the aggrieved party may have and without prejudice to his/her rights to claim any damages that he/she may have suffered as a result of such breach, to cancel the agreement by written notice to the defaulting party, or to claim specific performance from the defaulting party of his/her obligations in terms of this agreement.
- 12.2 Notwithstanding the provisions of clause 12.1, should the Purchaser fail to pay the deposit referred to in clause 2.2.1 or fail to deliver the guarantee(s) timeously as referred to in clause 2.3 above or fail to comply with the balance of the Purchaser's obligations in terms of this agreement, then without notice, penalty interest shall accrue at 2% (two percent) above the prime overdraft rate charged by the Seller's bankers from time to time, calculated on the purchase price. In the event of a dispute arising as to the rate payable, the rate shall be certified by any Manager or Assistant Manager of any branch of the Seller's bank whose decision will be final and binding on the parties. The penalty interest shall accrue from the date on which the deposit or guarantee(s) was/were due in terms on clauses 2.1 and 2.3 or the Purchaser failed to comply with the balance of the Purchaser's obligations, whichever is the earlier, until the actual date the deposit is paid and/or the guarantee(s) is/are delivered or to the date on which the Purchaser complies with its obligations in terms of this agreement, whichever is the later, and shall be payable prior to transfer of the Property. Each payment made by the Purchaser shall be allocated first to the payment of interest and then to the payment of any other monies due in terms of this agreement and thereafter to the reduction of the purchase price.
- 12.3 No latitude, extension of time or indulgence granted by either party to the other shall be construed as prejudicing such party's right to insist on the strict and punctual compliance by the other party with the terms of this agreement.
- 12.4 Should this agreement be cancelled, prior to transfer, as a result of the Purchaser failing to comply with his/her obligations herein, or by written or oral consent between the Seller and Purchaser, then the brokerage in terms of clause 10.1 shall, notwithstanding the provisions of clause 12.2, become due and payable immediately upon such breach or such cancellation and the Purchaser accepts the Seller's obligations to pay the brokerage (plus VAT) thereon, to Engel & Völkers, and the Seller hereby cedes his/her right to claim same from the purchaser, to ENGEL & VÖLKERS. Such amount may be deducted from any monies held in trust and any balance shall be paid to the Seller at the Seller's election, either as part of liquidated damages or as a contribution to the Seller's damages still to be determined, in the case of a breach by the Purchaser, or to the Purchaser in the case of consensual cancellation. Should this agreement be cancelled prior to Transfer, as a result of a breach by the Seller, the full brokerage (plus VAT) will become immediately due and payable upon such breach.
- 12.5 The Purchaser and Seller choose the addresses as stipulated in the personal detail section on pages 12 and 13 of this agreement, as the address at which they will accept delivery or service of all notices and legal processes. All notices required to be given by one party to the other shall be in writing and shall be deemed to be received by the addressee on the 4th (fourth) day following the posting thereof by pre-paid registered post or on the date of delivery thereof if delivered by hand or e-mailed or faxed



13. **COMPANY OR CLOSE CORPORATION**

If the Purchaser is acting as trustee for a company to be formed, then and in the event of the said company not being formed within 30 (thirty) days from signature of this agreement by the Purchaser or, if already formed, not ratifying and adopting this agreement within 45 (forty five) days from date of signature of this agreement by the Purchaser, the Purchaser in his/her personal capacity, shall be deemed to be the Purchaser and shall be bound by all the terms of this agreement. If the company is formed and duly adopts and ratifies this agreement as aforesaid, then the signatory by virtue of his/her signature hereto, binds himself/herself as surety for and co-principal debtor jointly and severally with the company or close corporation for the fulfillment of all the terms and conditions of this agreement. In the event of a registered company, close corporation or trust being the Purchaser of the Property, the signatory on behalf of such company, close corporation or trust by virtue of his/her signature hereto binds himself/herself as surety for and co-principal debtor, jointly and severally with the company, close corporation or trust for the fulfillment of all the terms and conditions of this agreement.

14. **HOME OWNERS ASSOCIATION (DELETE IF NOT APPLICABLE)**

Where applicable, the Purchaser acknowledges the existence of a Home Owners Association of the estate and agrees unconditionally to become a member thereof subject to the constitution or articles of association and rules of that Home Owners Association on transfer of the Property and acknowledges that there is a monthly levy payable to the Home Owners Association.

15. **BODY CORPORATE (DELETE IF NOT APPLICABLE)**

15.1 The Purchaser is aware of the fact that upon transfer of the Property into his/her name, they will become a member of the Body Corporate of said sectional title scheme, that he/she will conform to the rules of such Body Corporate and that the property is subject to the conditions of the Sectional Titles Act 95 of 1986.

15.2 The Seller shall be liable for levies and any other costs due and payable to the Body Corporate until registration of transfer of the Property into the Purchaser's name. If, after registration of transfer, the Body Corporate imposes a special levy for the period up to the date of registration of transfer, the Seller shall refund to the Purchaser such amount which and when it becomes payable by the Purchaser. If after acceptance hereof, but before registration of transfer of the Property, the Body Corporate passes a resolution imposing a Special levy to cater for any future improvements to the scheme, the Purchaser shall be liable for payment thereof. The Seller hereby warrants that he is not aware of any pending resolution for a special levy being imposed at the date of acceptance of this agreement.

16. **MONTHLY LEVY (Delete if not applicable)**

A monthly Homeowners Association or Body Corporate levy in the amount of R. 1.300 - 00 APPROX.  
(ONE THOUSAND THREE HUNDRED ..... Rand) per month, is payable to  
... TRAFALGAR ..... at contact nr. 010 594 5053

17. **FIXTURES AND FITTINGS**

The Property is sold with all fixtures and fittings of a permanent nature (including but not limited to fitted carpets, fixed light fittings and chandeliers, curtain rods, rings, rails and blinds, all fitted cupboards, shelves and mirrors, existing built-in oven/extractor fan, television antennae and all pool cleaning equipment including automatic pool cleaning equipment, burglar alarm, remote control units for automatic gates and garage doors, fitted bar and bar stools) as well as all trees and rooted plants situated on it at the date of signature of this agreement, unless specifically excluded. The Seller warrants that all fixtures and fittings are his/her property and are fully paid for. The Purchaser undertakes to maintain the fixtures, fittings and the Property in the same condition and order from date of occupation to date of transfer of the Property.

17.1 List of additional fixtures and fittings:

NONE

17.2 List of exclusions:

NONE

18. **PHASE DEVELOPMENT IN TERMS OF SECTION 25 OF THE SECTIONAL TITLES ACT NO. 95 OF 1986**

The Seller hereby discloses as required in sub-section 25(14) of the Sectional Titles Act No. 95 of 1986 that the developer of the Body Corporate of the sectional title scheme has a real right to extend the scheme as contemplated in section 25 of the mentioned Act.

\* delete above clause if it is a freehold property being sold



19. SPECIAL CONDITIONS:

1. THE SELLER CONFIRMS THAT ALL OUTSTANDING RATES, SERVICES & LEVIES WILL BE PAID PRIOR TO TRANSFER.

2. THE PROPERTY IS SOLD VOESTOETS

3. The house has no leaks.

\* Leaks (No) - Roof/Ceiling

4. ~~The electrical appliances will be inserted and extractor.~~

5. Offer subject to satisfactory completion of annexure B. (Declaration by Seller)

20. ACCEPTANCE

The Purchaser's signature to this agreement shall constitute an irrevocable offer, which may not be withdrawn prior to presentation to the Seller and shall remain open for acceptance until 23h59 on... 28TH MARCH 2017... where after it shall lapse and be of no further force and effect. ENGEL & VÖLKERS is hereby appointed as agent for the Seller and Purchaser for the purpose of communication of acceptance.

21. SIGNATURE IN COUNTERPARTS

This offer to Purchase may be signed in separate counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. A counterpart of this Offer to Purchase in telefax form shall be conclusive evidence of the original signature and shall be effective in law as the counterparts in original form showing the original signatures.

22. ADDRESS FOR NOTICES, LEGAL PROCESSES AND COMMUNICATIONS

- 22.1 The parties hereby choose their respective addresses for any notices, legal processes and communication as reflected in the personal detail page on pages 11 and 12 of this sales agreement.
- 22.2 Any notice to any of the parties shall be addressed to it in writing at the said addresses and shall either be sent by prepaid registered post, or be delivered by hand, or telefax, or e-mail.
- 22.3 All parties agree that such addresses shall be the exclusive addresses used for delivery of processes or notices in terms of this agreement and shall be deemed to have been received by the party at such address once delivered, even if such party is not present at the address at time of delivery

23. WITHHOLDING TAX OBLIGATION (Delete if the Seller is a Resident of SA)

- 23.1 The Seller warrants that he/she is not a Resident of the Republic of South Africa upon proper interpretation of the terms of the Income Tax Act, Act No 58 of 1962 (as amended).
- 23.2 The Seller and the Buyer are aware of an obligation on the part of the Buyer to withhold part of the purchase price from the Seller, if the Seller is a Non-Resident and the buyer must pay such withheld portion to SARS in terms of Section 35A of the Revenue Laws Amendment Act, Act No 32 of 2004. It is noted that this section does not apply to transactions where the purchase price of the property is less than R2,000,000.00 (Two Million Rand).
- 23.3 It is agreed between the Seller and the Buyer that the Conveyancers are hereby appointed to fulfil the Buyer's obligation and authorised to withhold on registrations the prescribed percentage of the purchase price and to pay it over to SARS, as stipulated in the relevant legislation. In the event that the Seller, prior to registration of transfer, having obtained a directive from SARS in the prescribed format for no withholding or a lesser withholding, the Conveyancers shall withhold and make payment of the amount as stipulated in terms of the directive.

24. PURCHASER

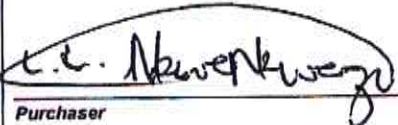

24.1 IF SIGNING IN A REPRESENTATIVE CAPACITY

Full Name of Company/ Close Corporation / Trust.....	Delete if not applicable and initial
Reg. no of legal entity.....	
Herein represented by .....	
duly authorised ..... ("The Purchaser")	

24.2 PURCHASER'S FULL NAMES : LUNDI LUCAS NKWENKWEZI

I, ..... the spouse of the Purchaser, hereby consent to the conclusion of this agreement by my wife / husband to the extent that it may be necessary and confirm all the terms and conditions contained herein, as required in terms of Section 15 of Act 88 of 1984.

SIGNED BY THE PURCHASER at BROADCREES (place) this 27 day of MARCH 2017

 Purchaser	Co-purchaser or spouse married in community of property (Acting as co-purchaser)
 As witness 1	As witness 1 for Co-Purchaser
As witness 2	As witness 2 for Co-Purchaser

25. SELLER

25.1 IF SIGNING IN A REPRESENTATIVE CAPACITY


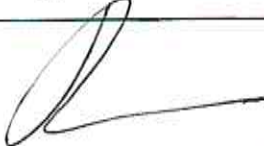
Full names of Company / Close Corporation / Trust of Entity.....	Delete if not applicable
Reg. no of legal entity.....	
Herein represented by ..... as	
duly authorised ..... "The Seller")	

25.2 IF SIGNING IN A PERSONAL CAPACITY SELLER'S FULL NAMES:

...MUZAMANI BENJAMIN MANGANYI

I, ..... the spouse of the Seller, hereby consent to the conclusion of this agreement by my wife / husband to the extent that it may be necessary and confirm all the terms and conditions contained herein, as required in terms of Section 15 of Act 88 of 1984.

SIGNED BY THE SELLER AT Broadcrees (place) this 28 day of March 2017

 Seller	Co-seller or spouse married in community of property (Acting as co-seller)
 As witness 1	As witness 1 for Co-Seller
As witness 2	As witness 2 for Co-Seller

26. ENGEL & VÖLKERS ACKNOWLEDGEMENT



26.1 This agreement has been negotiated by JAMES LE BIHAN (full names of Agent)

26.2 If this document was completed by an intern Estate Agent, the following clause is to be signed by a Full Status Agent, which agent therefore must have the EAAB designation of Full Status Agent, NQF 4 qualified and has held a Fidelity Fund Certificate for not less than three years.

I, JAMES LE BIHAN P.P.R.E. hereby certify that this document has been completed properly and that I am a fully qualified agent.

Signature of Full Status Agent: [Signature]

26.3 ..... (Full Names of Licence Partner / Team leader) who hereby, on behalf of ENGEL & VÖLKERS accepts the benefits of this agreement and accepts the cession contained in this agreement.

\_\_\_\_\_  
Licence Partner / Team leader

*un 13*  
*[Signature]*