

OFFER TO PURCHASE

ROSEDON PLACE

THE PARTIES:

The **SELLER** is:

SELLESA HOMES CC

with Registration Number: CK 2007/193013/23

a close corporation duly registered according to the laws of South Africa with domicillium address at 3A Northumberland Close, Parklands 7441 Tel: 021 556 8886 ; Fax: 021 556 8889 ; email: vanessa@sellesa.co.za

* herein represented by the undersigned TAWHA FASHNIE RASDIEN, who by his signature hereto warrants that he is duly authorized thereto.

The **PURCHASER** is: _____

with ID/Registration Number: _____

* herein represented by the undersigned person who is Mr/Mrs/Ms:

_____, who by his/her signature hereto warrants that he/she is duly authorized thereto.

and the **"CO-PURCHASER** is: _____

with ID/Registration Number: _____

* herein represented by the undersigned person who is Mr/Mrs/Ms:

_____, who by his/her signature hereto warrants that he/she is duly authorized thereto.

(*Delete if not applicable)

The **AGENT** is **THREEFOLD PROPERTY GROUP** (Dian and Susan van Wyk) of 35 Bauhinia Crescent, Vredeklouf, Brackenfell. Tel. 021 981 7521; Fax: 086 611 1886; E-mail: INFO@3fold.co.za

(We choose this address for **SERVICE OF NOTICE** (*domicilia citandi et executandi*) for all purposes under this agreement whether in respect of Court process, notices or other documents or communications of whatsoever nature)

The SELLER declares that the PROPERTY is being sold in the ordinary course of its business.

The SELLER sells to the PURCHASER who purchases through the AGENCY the following PROPERTY

THE PROPERTY

1. Unit Number _____, (Door number _____) in the Scheme known as ROSEDON PLACE(SS 27/2013), situated at LANSDOWNE, in the City of Cape Town, Western Cape Division, together with an undivided share in the common Property in the scheme

and
2. the exclusive use and enjoyment of the following sole utilization area parking bay(s) no _____ and no _____ (sole utilisation area in terms of Sec 27 A of the Act 95 of 1986), which sole utilisation area's location has been clearly marked on the attached Layout Plan (**Annexure "A"**) duly accepted by the Purchaser through appending his full signature next to the indicated location on the attached **Annexure "A"**.
3. an exclusive use area as referred to in Section 27 of the Sectional Titles At, 1986, described as Garden G _____ to be registered as such.

Subject to the conditions and servitudes contained in the title deed of the PROPERTY.

1. PURCHASE PRICE

The Purchase price is R _____ (_____) payable as follows:

- 1.1 R _____ (initial deposit) payable to Karin Hanekom Attorneys i.a.w Bellingan Muller Incorporated of Unit 9 Cascade Terraces, Carl Cronje Drive, Tyger Waterfront, Bellville, 7530; Tel: 021- 919 7599, Fax: 021- 919 7629 or 084 561 8320 (the "**Attorney**") upon signature of the agreement by the Purchaser;
 - 1.1.1 The Purchaser hereby authorises and instructs the Attorney in terms of Section 78 (2)(A) of the Attorneys Act, 1979 to invest the initial deposit in a separate interest bearing account upon terms in their absolute discretion with a registered financial institution of their choice.
 - 1.1.2 The Attorney is authorised from time to time to withdraw any such investment and to re-invest such funds with any other registered financial institution of their choice on the basis that the aforesaid funds shall continue to be invested on my/our behalf; and
 - 1.1.3 The interest which accrues on such investment is to be for the Purchaser's benefit and is to be paid to the Purchaser, after deducting professional fees and costs for administering the investment, as soon as possible after the date of registration of the above-mentioned transaction;

(*delete clause 1.1 if not applicable)
- 1.2 If the sale is deemed to be a "cash" sale, guarantees and/or cash payments for the full purchase price are due and payable to Attorney within 15 (fifteen) business days from date of acceptance.
- 1.3 R _____ (the loan amount) shall be payable on registration of transfer;

- 1.4 R _____ (balance purchase price being the remaining amount due after taking deposit and loan amount into account) payable to the Attorney within 15 (fifteen) business days from date of bond approval, or if cash transaction, then 15 (fifteen) business days after deposit amount became due.
- 1.5 The SELLER declares that for purpose of this transaction he is NOT a registered VAT-vendor in terms of the Value Added Tax Act of 1991 (as amended) and therefore transfer duty will be payable.

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2. SALE CONDITIONAL UPON LOAN

- 2.1 This agreement is subject to the suspensive condition that the Purchaser is able to raise a loan in the amount of R _____ (_____), or such lesser amount acceptable to the Purchaser (as referred to in clause 1.3), within 20 (twenty) business days of date of acceptance upon the security of a first mortgage being registered over the property.
- 2.2 This condition shall be deemed to be fulfilled immediately after a letter is issued by a financial institution stating that the loan has been approved in principle and the Purchaser has accepted the quotation which accompanies such a letter.
- 2.3 Should such loan not be approved by the financial institution within 20 (twenty) business days after date of acceptance, this agreement will become null and void and be of no further force or effect.
- 2.3.1 The Seller will have the right in its sole and absolute discretion to extend the said period by consecutive periods of 20 (twenty) business days at a time, together not exceeding 60 (sixty) business days.
- 2.3.2 If the Seller elects to exercise this discretion, he shall inform the Purchaser in writing thereof.
- 2.4 The Purchaser undertakes to sign all necessary application forms and to submit all other documents which may be required by the Bank forthwith and that he understands the standard requirement of the Banks regarding eligibility for loan finance and that he qualifies to obtain a mortgage bond in the amount required. The Purchaser undertakes to take all steps reasonably necessary to ensure that the loan is obtained within the period stated clause 2.1 above.
- 2.4.1 If the Purchaser fails to take such steps or if he fails to comply with or accept any condition reasonably imposed by any potential lender, the Seller shall be entitled, at its election, to regard this suspensive condition as having been fulfilled and thereafter exercise its rights in terms of clause 6.2
- 2.4.2 **If a mortgage loan has been granted as per clause 2.2 and the mortgagee bank subsequently withdraws from such loan for whatever reason, the Seller may still decide to regard the suspensive condition as having been met and reserves all its rights herein.**

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3. OCCUPATION

- 3.1 Occupation of the PROPERTY shall be given to and taken by the PURCHASER at noon (12h00) on _____, subject to clause 3.4 below (if applicable).
- 3.2 Should the date of transfer not coincide with the date of occupation, the party enjoying such occupation whilst the PROPERTY is registered in the name of the other party, shall pay the other party monthly in advance on the first day of the month, in consideration for, and for the period of such occupation,

3.2.1 Body Corporate levy per month of R_____.

3.2.2 The monthly Occupational interest, which is calculated at R5 000.00 for a one bedroom unit and R6 500.00 for a two bedroom unit.

These amounts, which exclude electricity, must be paid to the Attorney who in turn will receive it on behalf of the Seller.

3.3 No tenancy shall be created by the PURCHASER taking occupation prior to transfer and the PURCHASER shall immediately vacate the PROPERTY upon cancellation of this agreement for whatever reason. The PURCHASER shall not be entitled to make any alterations or additions to the PROPERTY prior to transfer.

3.4. IF the property is LET to tenants, the purchaser hereby acknowledges having been informed by the Agent or Seller of such an agreement and that the agreement with particular reference to the occupation date, is subject to the lease agreement. Should the lease period end prior to date of transfer, the Seller will ensure free and unhindered occupation to Purchaser as agreed between the parties. The Seller shall not vary the lease after the date of acceptance without the Purchaser's prior written consent.

(Delete if not applicable)

4. BENEFIT AND RISK

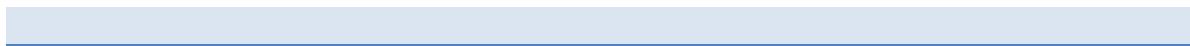
On registration of transfer of the PROPERTY the risk of ownership thereof shall pass to the PURCHASER, from which date the PURCHASER shall receive all benefits from, and be responsible for all rates, taxes, levies, water and electricity consumed and other imposts levied upon the PROPERTY.

5. CONDITION OF THE PROPERTY

The Property is sold voetstoots, as it stands and in the condition as set out on the attached Immovable Property Condition Report (Attached hereto as **ANNEXURE B**), by the Seller or his representative who declares that the Property is suitable for its intended purpose as a residential dwelling, alternatively for the specific purpose it is intended for. The declaration provided by the Seller provides a detailed list of any defects in and damage to the Property which declaration is made by the Seller with the best intentions of disclosing these defects to the Purchaser. The Purchaser has an obligation to inspect the Property and must sign the declaration made by the Seller at the time of making the offer as an acknowledgement of the contents thereof. The Property is subject to all the terms and conditions of title and all other conditions which may exist in regard thereto. The Purchaser has been made aware of the fact that the title deed to the Property is available for inspection as a public document. If the Property's size or dimensions have been erroneously described, the description thereof as in the Seller's title deed shall apply. The Seller can give no warranty against defects, other than those specified in the declaration as aforementioned and the declaration does not negate any of his rights that he may have under law. The Purchaser is expressly informed that the Property is to be inspected properly. The Purchaser is entitled to receive the Property in the same condition as when the Purchaser inspected the Property. The Purchaser's attention is specifically drawn to the contents of this clause and confirms that the Agent has explained the consequences of this clause in detail.

6. BREACH

6.1 Should any of the Parties breach any provision of this agreement and fail to remedy such breach within 7 (seven) business days after dispatch of written notice requiring such breach to be remedied, the aggrieved party shall be entitled, without prejudice to any other rights in law, to cancel this agreement forthwith or to claim immediate specific performance of all of 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.

- 6.2 The Parties record that upon the cancellation or termination of this Agreement as a result of a breach by the Purchaser all amounts paid by the Purchaser in terms of this agreement shall be paid to or retained by the Seller as rouwkoop or a genuine pre-estimate of liquidated damages. Accordingly, on the happening of such an event, the Purchaser shall be deemed to have authorised the Attorney to pay to the Seller any amount paid by the Purchaser in terms hereof and invested by the Attorney on the Purchaser's behalf.

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- 6.3 If this agreement is cancelled after the occupation date, the Purchaser shall immediately vacate the Property.

7. ADDRESS FOR ALL NOTICES

- 7.1 Each Party chooses the address as set out in the information sheet hereto, at which address all notices and legal process in relation to this agreement or any action arising there from may be effectively delivered and served.
- 7.2 The Parties consent thereto that the fax numbers and the e-mail addresses, as set out in the information sheet hereto, may be used as an additional address for the serving of legal process and documents. In these cases the fax delivery report or computer printout will be sufficient proof that the notice was sent.
- 7.3 Any notice to be given by one Party to the other in terms of this contract shall be in writing and shall be sent to the Party's address as set out in the information sheet hereto (for the serving of legal process and documents), fax number or e-mail address aforesaid.

7.4 Dispatch of a notice is:

- 7.4.1 If delivered by hand, on date of delivery by hand.
- 7.4.2 If faxed or send by e-mail, on such day as the fax or e-mail delivery report certifies that the fax or e-mail was sent.
- 7.4.3 If dispatched by pre-paid registered mail on the date upon which the post office issues a registered post slip.
- 7.5 Any Party may change his address (as set out in the information sheet hereto) at which all notices and legal process in relation to this agreement or any action arising there from may be effectively delivered and served, on condition that it remains in the Republic of South Africa and the required notice is given as required in clause 7.3 hereof.
- 7.6 If the Seller is a non-resident to South Africa, he hereby indemnifies both the Agency and the conveyancer against any claim howsoever arising by virtue of the Agency and conveyancer having acted in terms of Section 35A of the Income tax Act on information supplied by the Seller or from any other source. The Seller further waives any claim howsoever arising against the Agency and/or the conveyancer arising from any act or omission by the conveyancer and/or the Agency in their acting in terms of the said Act.

8. JURISDICTION

For the purpose of all or any proceedings herein the parties hereby consent to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under Section 28 of the 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.

9. TRANSFER / TRANSFER- & BOND FEES AND COSTS

- 9.1 Transfer shall be effected by the SELLER's Attorney and registration of transfer will take place as soon as possible after sufficient units have successfully been sold to cover the Seller's outstanding bond amount over the units to be sold, as per clause 22 herein.
- 9.2 In the event the PURCHASER applies for a bond, the PURCHASER will have to instruct the mortgagee bank to issue such bond instruction to the BOND REGISTRATION attorneys as referred to in the Annexure hereto being messrs BELLINGAN MULLER, with whom the transferring Attorney, acts in association to ensure that the PURCHASER is not being inconvenienced when attending to the signing of transfer- as well as bond documents at one attorney premises and to furthermore ensure that the SELLER will not be inconvenienced with any unnecessary delay in passing transfer.
- 9.3 The PURCHASER accepts responsibility for the payment of all TRANSFER and BOND REGISTRATION-costs, including any PRO RATA MUNICIPAL RATES (if applicable).
- 9.4 The Purchaser shall, within 5 (FIVE) business days of being called upon to do so by the Seller's attorneys at any reasonable time (having regard to the date when transfer can and should be given) pay to the seller's attorneys all FEES AND EXPENSES relating to the registration of any BOND, any PRO RATA MUNICIPAL RATES (if applicable) as well as TRANSFER COSTS AND FEES

The Purchaser will furnish all such information, sign all such documents and pay all such amounts as may be necessary or required to enable the Seller's attorneys to pass transfer of the property.

10. ELECTRICAL COMPLIANCE CERTIFICATE

The SELLER shall obtain, at his expense, a Certificate of Compliance in accordance with the regulations under the Machinery and Occupational Safety Act number 85 of 1993. The SELLER shall, within 14 (fourteen) days of fulfillment of the suspensive conditions, deliver the said Certificate to the PURCHASER. It will be the PURCHASER's responsibility to obtain the said Certificate prior to registration. Notwithstanding clause 11, should the SELLER fail to furnish the certificate, the PURCHASER will be entitled to obtain same and in that event the SELLER hereby authorizes the Attorney to deduct same from the nett proceeds and to re-imburse the PURCHASER. The PURCHASER undertakes not to tamper or make any changes or additions to the electrical system from date of issue of the said Certificate until date of registration of transfer in the event occupation is taken prior to transfer.

11. ELECTRIC FENCE CERTIFICATE

The Seller hereby undertakes to deliver to the Purchaser prior to the date of transfer a copy of the electric fence certificate in respect of Rosedon Place as required in the Occupational, Health and Safety Act, 85 of 1993.

12. WATER INSTALLATION

If your property is situated within Cape Town's municipal area, you'll need to know that the City's Water By-law (which came into effect in 2010) requires you to be in possession of a Certificate of Compliance of Water Installation before transfer can take place. To the extent that such water installation does not comply with the applicable by-laws, the Seller shall be obliged, at his cost, to carry out any necessary remedial work or repairs so as to ensure compliance with the applicable by-laws and the issuance of a compliance certificate in accordance with all applicable by-laws.

13. TAX AFFAIRS WARRANTY

13.1 The Seller and Purchaser acknowledge that they are aware that:

13.1.1 if the tax affairs of a party to a transfer are not in order, the South African Revenue Services is not obliged to issue a transfer duty receipt; and

13.1.2 the transfer of the property cannot be finalized without a transfer duty receipt.

13.2 Each party hereto warrants to the other that no circumstances exist in the tax affairs of the warranting party which would prevent the issue of a transfer duty receipt in respect of this transaction.

13.3 The Seller warrants to the Purchaser and the Agency that it is not a foreign resident liable to pay a Withholding Tax in terms of Section 35A of the income Tax Act, 58 of 1962, and that it understands the consequences of a false declaration in this regard.

14. FINANCIAL INTELLIGENCE CENTRE ACT (38/2001 (FICA))

I/We undertake to furnish any necessary documents/information requested by the Agent/ Attorney as required by the abovementioned Act. The parties take notice that in terms of the Financial Intelligence Centre Act (FICA) – Act 38 of 2001, they are requested to supply originals of their identity documents and latest utility bills, to the Agent and the Transferring Attorney upon request, as proof of their residential address.

15. MATRIMONIAL PROPERTY ACT

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.

16. SECTIONAL TITLE CONDITIONS

16.1 The Purchaser confirms that he/she is aware of the following:

16.1.1 The Property is subject to the provisions of the Sectional Title Act 95 of 1986;

16.1.2 The Property is situated in a Sectional Title Scheme that means, among other things, that the Purchaser shall receive Property ownership and that he shall also have the right to sell or to let out the Property;

16.1.3 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. Subject to clause 3.2, 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 Section 37 of the Sectional Titles Act.

16.1.4 The Purchaser acknowledges receipt of Rosedon Place Conduct Rules handed to him by the Agent.

17. CAPACITY OF PURCHASER

17.1 Should the PURCHASER be a trustee for a company to be registered the following conditions shall apply:

17.1.1 The signatory shall by his signature hereto be deemed to have bound himself as surety and co-principal debtor, under renunciation of the benefit of excussion as a defence, for the due compliance by the PURCHASER with all its obligations hereunder;

17.1.2 Should within 20 (twenty) days of the date of last signing hereof the proposed company not be registered or if registered the provisions of the Companies Act regarding such purchases not have been complied with, or should the company on registration not have ratified this agreement, the signatory on behalf of the proposed PURCHASER shall himself be deemed to be the PURCHASER.

17.2 No PURCHASER shall sign this agreement in his capacity as a trustee of a trust unless he is duly authorised to act on behalf of such trust by virtue of Letters of Authority issued by the Master of the High Court in terms of the Trust Property Control Act, 57 of 1988, which Letters of Authority were issued prior to the date on which such purchaser signs this agreement. The PURCHASER hereby warrants that the said Letters of Authority had been so issued by the Master of the High Court and that he is duly authorised to enter into this agreement on behalf of the trust, failing which the signatory shall be deemed to be personally liable in terms of this agreement.

17.3 Should the PURCHASER be a Company, Close Corporation or Trust the signatory on behalf of the Company, Close Corporation or Trust shall by his signature hereto be deemed to have bound himself as surety and co-principal debtor, under renunciation of the benefit of excussion as a defence, for the due compliance by the purchaser with all its obligations hereunder.

18. CONSUMER PROTECTION ACT NO 68 OF 2008

In the event of any conflict between the provisions of this agreement and the provisions of the Consumer Protection Act No 68 of 2008 (if applicable), the provisions of that Act shall prevail.

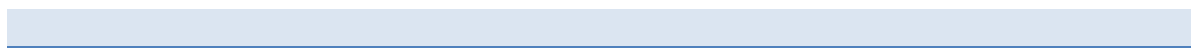
19. GENERAL

19.1 The Purchaser acknowledges and confirms that:

19.1.1 The full extent of his/her obligations and rights in terms of this agreement have been explained to him/her and that he/she has been given ample opportunity to make the necessary enquiries in respect of the Property and all material aspects related to the Property depicted in this Offer to Purchase. The Purchaser confirms that he/she has inspected the Property fully and that he/she understands the effect and legal implications of this agreement.

19.1.2 The Agent has supplied the Purchaser with a copy of the Immovable Property Condition report attached hereto marked Annexure B and the Purchaser has familiarised him/herself with the contents thereof.

19.1.3 No latitude or extension of time or other indulgence which may be granted by the Seller to the Purchaser for the performance by the Purchaser of any obligation in terms hereof shall prejudice the Seller's right to require strict and punctual compliance with any provision hereof.



19.2 The Seller and Purchaser acknowledge and confirm that:

19.2.1 No addition to or variation of, or agreed cancellation of this Offer to Purchase shall be of any force or effect unless reduced to writing and signed by or on behalf of the parties.

19.2.2 This document contains the entire agreement between the parties. Neither party may rely upon any representations, warranties and undertaking which have not been incorporated into this agreement.

19.2.3 The parties acknowledge that they understand and agree to the contents hereof and that the AGENT has explained the meaning and consequences of the material provisions of this agreement to them.

20. AGENTS COMMISSION

The Seller undertakes to pay the Agent Commission for its services in terms of an agreement to be concluded between the Agent and the Seller.

21. OTHER CONDITIONS

22. SUSPENSIVE CONDITION

This agreement of sale is subject to the financial viability to be determined by the number of sales in this Scheme known as ROSEDON PLACE (SS 27/2013) not later than 30 November 2015. The Seller therefor reserves the right to terminate this agreement in the event less than 60% of the total of 28 units in this scheme has not been successfully sold on or before 30 November 2015.

THE PARTIES WARRANT THAT THEY HAVE READ THE ENTIRE AGREEMENT AND FULLY UNDERSTAND AND AGREE TO THE TERMS, CONDITIONS AND EFFECT THEREOF, WHICH HAVE BEEN FULLY EXPLAINED BY THE AGENT.

SIGNED at _____ On this _____ DAY of _____ / _____

1. AS WITNESS _____ PURCHASER _____

2. AS WITNESS _____ PURCHASER _____

3. Name: _____ I, the undersigned hereby bind myself as surety and co-principal debtor with the Purchaser in favour of the Seller and the Agency

AS WITNESS _____ **SURETY AND CO-PRINCIPAL DEBTOR** _____

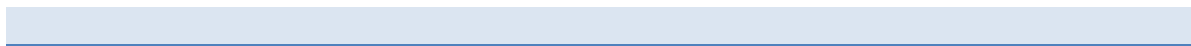
SIGNED at _____ On this _____ DAY of _____ / _____

1. AS WITNESS _____ SELLER _____

2. AS WITNESS _____ _____

We accept the benefits conferred upon us in this Agreement.

For the
AGENCY _____



PURCHASER/S:

FULL NAMES (1):

ID NUMBER:

DATE OF BIRTH:

INCOME TAX NUMBER:

MARITAL STATUS:

UNMARRIED	MARRIED IN COMMUNITY OF PROPERTY	MARRIED OUT OF COMMUNITY OF PROPERTY
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POSTAL ADDRESS:

_____ POSTAL CODE _____

RESIDENTIAL ADDRESS:

TELEPHONE:

(H) _____ (W) _____ (CEL) _____

FAX:

E-MAIL:

FULL NAMES (2):

ID NUMBER:

DATE OF BIRTH:

INCOME TAX NUMBER:

MARITAL STATUS:

UNMARRIED	MARRIED IN COMMUNITY OF PROPERTY	MARRIED OUT OF COMMUNITY OF PROPERTY
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POSTAL ADDRESS:

_____ POSTAL CODE _____

RESIDENTIAL ADDRESS:

TELEPHONE:

(H) _____ (W) _____ (CEL) _____

FAX:

E-MAIL:

FULL NAMES (3):

ID NUMBER:

DATE OF BIRTH:

INCOME TAX NUMBER:

MARITAL STATUS:

UNMARRIED	MARRIED IN COMMUNITY OF PROPERTY	MARRIED OUT OF COMMUNITY OF PROPERTY
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POSTAL ADDRESS:

_____ POSTAL CODE _____

RESIDENTIAL ADDRESS:

TELEPHONE:

(H) _____ (W) _____ (CEL) _____

FAX:

E-MAIL:

FULL NAMES (4):

ID NUMBER:

DATE OF BIRTH:

INCOME TAX NUMBER:

MARITAL STATUS:

UNMARRIED	MARRIED IN COMMUNITY OF PROPERTY	MARRIED OUT OF COMMUNITY OF PROPERTY
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POSTAL ADDRESS:

_____ POSTAL CODE _____

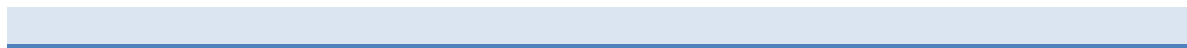
RESIDENTIAL ADDRESS:

TELEPHONE:

(H) _____ (W) _____ (CEL) _____

FAX:

E-MAIL:



LEGAL ENTITY NAME: _____

LEGAL ENTITY REG NO: _____

REPRESENTATIVE NAME: _____

REPRESENTATIVE CAPACITY: _____

POSTAL ADDRESS: _____

_____ POSTAL CODE _____

RESIDENTIAL ADDRESS: _____

TELEPHONE: (H) _____ (W) _____ (CEL) _____

FAX: _____

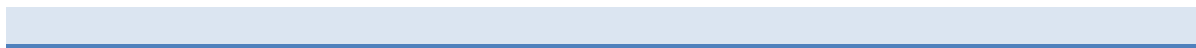
E-MAIL: _____

ATTORNEY TRUST ACCOUNT DETAILS & BOND PANEL CODES:

BELLINGAN MULLER
NEDBANK LTD
TYGERBERG WINELANDS
ACCOUNT NUMBER 1186096225
BRANCH CODE 118602

ABSA BANK: 2103
FNB: 760
STD BANK: 3905
NEDBANK: 5132

ANNEXURE "A"
LAYOUT PLAN



ANNEXURE "B"
PROPERTY CONDITION REPORT

