



**Tindall-Weiss**  
incorporated / ingelyf  
attorneys / prokureurs

**OFFER TO PURCHASE:      AANBOD OM TE KOOP:**  
**SECTIONAL TITLE        DEELTITEL**

Entered into by and between

Aangegaan deur en tussen

**VAN DER WATT FAMILIE TRUST**

**IT 122/1995**

Herein represented by **PIETER EKSTEEN VAN DER WATT**, duly authorized hereto by a resolution of the Trust.

Hierin verteenwoordig deur **PIETER EKSTEEN VAN DER WATT**, behoorlik daartoe gemagtig kragtens 'n besluit.

**PHYSICAL ADDRESS / FISIESE ADRES:**

Derdepark  
Plot 190, Cullinanweg

**POSTAL ADDRESS / POSADRES:**

P.O Box / Posbus 1  
Derdepoortpark  
0035

**CONTACT DETAILS / KONTAKBESONDERHEDE:**

T: (012) 808 0402  
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(hereinafter called "**the Seller**")

(Hierinlater genoem "**die Verkoper**")

**and / en**

Name/Naam: \_\_\_\_\_

\_\_\_\_\_

ID/REG. Nr: \_\_\_\_\_

\_\_\_\_\_

Marital Status/Huwelikstatus: \_\_\_\_\_

Physical address/Fisiese adres: \_\_\_\_\_

Postal address/Posadres: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax/Faks: \_\_\_\_\_

E-mail/E-pos: \_\_\_\_\_

(hereinafter called "the Purchaser")

(Hierinlater genoem "die Koper")

1.

**OFFER TO PURCHASE**

1.1 The Purchaser hereby offers to purchase the property described hereunder from the Seller, on the terms and conditions set out herein.

1.2 This offer to purchase is irrevocable and expires 7 (SEVEN) days after the date of proclamation of the township in which the property is situated, until which time the offer shall remain open for acceptance by the Seller.

**AANBOD OM TE KOOP**

1.1 Die Koper maak hiermee aan die Verkoper 'n aanbod om die eiendom wat hieronder beskryf word, te koop op die terme en voorwaardes soos hieronder uiteengesit.

1.2 Die aanbod om te koop is onherroeplik en verstryk 7 (SEWE) dae na die datum van proklamasie van die dorpsgebied waarbinne die eiendom geleë is tot welke datum dit oop sal bly vir aanvaarding deur die Verkoper.

2.

**THE PROPERTY:**

The Seller hereby sells to the Purchaser:

**UNIT NO: ..... IN THE SCHEME  
KNOWN AS NICA'S VILLAGE**

**EXTENT ..... SQUARE METRES**

situated at Erven 1867, 1868 and 1869 Montana Extension 118 Township, City of Tshwane Metropolitan Municipality in the Sectional Title Scheme Number SS to be registered, as indicated on the attached sketch plan marked "A" which forms a part of this agreement.

**DIE EIENDOM:**

Die Verkoper verkoop hiermee aan die Koper:

**EENHEIDNR: ..... IN DIE SKEMA  
BEKEND AS NICA'S VILLAGE**

**GROOT: ..... VIERKANTE METER**

geleë te Erwe 1867, 1868 en 1869 Montana Uitbreiding 118 Dorpsgebied, City of Tshwane Metropolitan Municipality in die Deelskema Nommer SS wat geregistreer staan te word soos aangedui op die aangehegte sketsplan, gemerk "A" wat deel vorm van hierdie ooreenkoms.

The parties further agree that the following parking will be allocated to the said unit:

Die partye kom verder ooreen dat die volgende parkering aan die eenheid toegeken sal word:

PARKING .....  
The rights to this parking will not be ceded to the Purchaser as an exclusive use area and will remain part of the common property of the scheme.

PARKERING .....  
Die reg op hierdie parkering sal nie aan die Koper gesedeer word nie en sal deel bly van die gemeenskaplike eiendom van die skema.

On the following conditions:

Op die volgende voorwaardes:

3.

**PURCHASE PRICE**

**KOOPSOM**

The Purchase Price is R .....  
(.....  
.....RAND)  
payable as follows:

Die koopsom is R .....  
(.....  
.....RAND)  
betaalbaar soos volg:

3.1 A deposit of R 2 000,00 (TWO THOUSAND RAND), payable on date of signature of this agreement by the Purchaser, to attorneys TINDALL-WEISS INCORPORATED, where it will be held in trust pending registration of the transfer of the property in the name of the Purchaser. TINDALL-WEISS INCORPORATED shall invest said deposit in an interest-bearing trust account for the benefit of the Purchaser, and the Purchaser herewith grants permission to said attorneys to invest the deposit in terms of Section 78(2)(A) of the Attorneys' Act.

3.1 'n Deposito van R 2 000,00 (TWEEDUISEND RAND) betaalbaar by ondertekening van die ooreenkoms deur die Koper, aan prokureurs TINDALL-WEISS INGELYF, waar dit in trust gehou sal word hangende registrasie van die oordrag van die Eiendom in die naam van die Koper. Gemelde deposito sal deur TINDALL-WEISS INGELYF belê word in 'n rentedraende trustbelegging vir die voordeel van die Koper en die Koper verleen hiermee toestemming aan gemelde prokureurs om die deposito so te belê in terme van Artikel 78(2)(A) van die Wet op Prokureurs.

3.2 The balance of the purchase price in the amount of R.....  
(.....  
.....RAND)  
in cash on date of registration of the transfer of the Property in the name of the Purchaser for which amount the Purchaser shall present a bank guarantee to the transferring attorney TINDALL-WEISS INCORPORATED within 14 (FOURTEEN) days from date of written request by the Seller or the transferring attorney, payable free of exchange at PRETORIA on registration of transfer.

3.2 Die balans van die koopprys ten bedrae van R .....  
(.....  
..... RAND)  
in kontant op datum van registrasie van die oordrag van die Eiendom in naam van die Koper vir welke bedrag die Koper 'n goedgekeurde bankwaarborg sal lewer aan die oordragprokureur TINDALL-WEISS INGELYF binne 14 (VEERTIEN) dae vanaf datum van skriftelike aanvraag deur Verkoper of gemelde prokureurs, betaalbaar vry van wisselkoers te PRETORIA op registrasie van transport.

4.

**OCCUPATION AND DEFECTS**

**OKKUPASIE EN GEBREKE**

4.1 Occupation of the Property shall be given by the Seller to the Purchaser on registration of the Property into the name of

4.1 Die Koper kry okkupasie van die Eiendom op datum van registrasie van die eiendom in die naam van die Koper. Indien

the Purchaser. In the event of the Property being ready for occupation prior to registration, occupation shall be given by the Seller to the Purchaser and the Purchaser shall occupy the Property 15 (FIFTEEN) days after the date of written notice to that effect by the Seller to the Purchaser, where after the Purchaser will be liable to pay occupational rent to the Seller equal to 1 % of the purchase price, which amount shall be payable monthly in advance by the Purchaser to the Seller on the first day of every month at such address or institution as appointed in writing by the Seller.

4.2 The Purchaser shall provide the Seller with an inventory within 10 (TEN) days of occupation stating any reasonable defects that may exist due to defective completion of the Property and the Seller shall repair the reasonable defects within 30 (THIRTY) days from date of receipt of the inventory from the Purchaser.

4.3 The Purchaser shall not be entitled to make any improvements or changes to the Property prior to registration of transfer of the Property into the name of the Purchaser without the written consent of the Seller and in the event of cancellation of this agreement for whatever reason, the Purchaser shall not be entitled to compensation for the cost of any improvements or changes whether the Seller has consented thereto or not.

die Eiendom egter gereed is vir okkupasie voor registrasie, sal die Koper okkupasie van die Eiendom verkry en neem 15 (VYFTIEN) dae na die datum waarop die Verkoper die Koper skriftelik kennis gee dat die eiendom gereed is vir okkupasie, waarna die Koper verplig sal wees om okkupasiehuur gelykstaande aan 1 % van die koopprys per maand te betaal, welke bedrag maandeliks vooruit betaal sal word deur die Koper aan die Verkoper op die eerste dag van elke maand by sodanige adres of instansie as wat die Verkoper skriftelik mag aanwys.

4.2 Die Koper sal 'n inventaris aan die Verkoper verskaf binne 10 (TIEN) dae vanaf datum van okkupasie waarin enige gebreke wat redelikerwys deur die Verkoper herstelbaar is as gevolg van gebrekkige afhandeling van die bouwerk ten aansien van die Eiendom, uiteengesit word, en die Verkoper sal die gebreke wat sodanig deur hom herstelbaar is, regstel binne 30 (DERTIG) dae vanaf datum van ontvangs van die kennisgewing.

4.3 Die Koper sal nie geregtig wees om enige verbeterings of veranderings aan die Eiendom aan te bring voor registrasie van oordrag van die eiendom in die naam van die Koper sonder die skriftelike toestemming van die Verkoper en in geval van kansellering van hierdie ooreenkoms vir welke rede ook al, sal die Koper nie geregtig wees op vergoeding vir sodanige verbeterings of veranderings nie ongeag of die Verkoper daartoe toegestem het of nie, en sal dit die Verkoper toeval.

## 5.

### **BENEFITS AND RISK**

All benefits and risk in the Property shall pass to the Purchaser on transfer from which date the Purchaser shall be liable inter alia for all rates, taxes and/or levies which pertain to the Property. Prepayments made by either party for any period subsequent to transfer shall be adjusted proportionately. The Seller shall maintain the existing insurance cover on the Property until transfer.

### **VOORDELE EN RISIKO**

Alle voordele en risiko in die Eiendom sal by oordrag op die Koper vestig vanaf welke datum die Koper ondermeer aanspreeklik sal wees vir alle belastings en/of heffings wat betrekking het op die Eiendom. Voorafbetalings gemaak deur een van beide van die partye vir enige tydperk na oordrag sal proporsioneel aangepas word. Die Verkoper sal die bestaande versekeringsdekking oor die Eiendom in stand hou tot oordrag.

6.

**VOETSTOOTS**

The Property is sold voetstoots without any warranties whether express or implied. The Seller furnishes no guarantees regarding suitability of the Property for any purpose for which it is purchased by the Purchaser. The Property is also sold subject to all conditions and servitudes mentioned or referred to in its Title Deed and to all such other conditions and servitudes which may exist in regard thereto and also subject to the rules of the body corporate that will be established and if the Property has been erroneously described herein the intention of the parties is to describe the Property as set out in the Title Deed.

**VOETSTOOTS**

Die Eiendom word voetstoots verkoop. Die Verkoper verstrek geen waarborge betreffende die toestand van die eiendom of die geskiktheid daarvan vir enige doel waarvoor die Koper dit gekoop het nie. Die Verkoper sal nie aanspreeklik wees vir enige gebreke aan die Eiendom, hetsy sigbaar of onsigbaar nie. Die Eiendom word ook verkoop onderhewig aan al die voorwaardes en servitude wat in die Titelakte daarvan genoem of na verwys word, en aan enige sodanige ander voorwaardes en servitude wat ten opsigte daarvan mag bestaan en aan die reëls van die regs persoon wat tot stand sal kom en indien die Eiendom hierin foutiewelik beskryf is, is dit die bedoeling van die partye om die Eiendom te beskryf soos uiteengesit in die Titelakte.

7.

**TRANSFER**

7.1 Transfer of the property into the name of the Purchaser shall be registered by the Seller's attorneys, TINDALL-WEISS INCORPORATED, as soon as possible after payment of the purchase price has been made or secured, the transfer costs have been deposited, the documentation have been signed and the provisions of clause 8 & 11.1 hereof have been fulfilled.

7.2.1 The Seller is liable for all the costs of and incidental to the registration of the transfer of the property into the name of the Purchaser and the registration of a bond over the property, including transfer and bond registration fees, VAT, and any rates and taxes payable to the local authority, provided that the Seller's attorneys TINDALL-WEISS INCORPORATED attend to the registration of the property into the name of the Purchaser and the registration of a bond by the Purchaser to finance this purchase.

7.2.2 The Seller will however not be liable for ANY INITIATION FEES, VALUATION FEES AND/OR ANY OTHER FEES PAYABLE TO ANY BANK OR FINANCIAL INSTITUTION, and those costs will remain the Purchaser's sole responsibility to settle with the bank.

**OORDRAG**

7.1 Transport van die eiendom in die naam van die Koper sal geregistreer word deur die Verkoper se prokureurs, TINDALL-WEISS INGELYF, so spoedig moontlik nadat die koopprijs betaal of verseker is, die transportkoste gedeponeer is en die dokumentasie ten opsigte daarvan geteken is en daar voldoen is aan die vereistes van klousule 8 & 11.1 hiervan.

7.2.1 Die Verkoper is aanspreeklik vir alle koste verbonde aan die transporter van die eiendom in die naam van die Koper wat ondermeer insluit transport-en verbandkoste, plaaslike-owerheidsuitklaringskoste, BTW en beraamde voorsiening vir eiendomsbelasting, slegs indien die Verkoper se prokureurs TINDALL-WEISS INGELYF toesien tot die registrasie van die eiendom in die Koper se naam en die registrasie van die verband wat die Koper mag benodig vir finansiering van die koop.

7.2.2 Die Verkoper sal egter nie aanspreeklik wees vir ENIGE AANVANGSFOOIE, WAARDASIEFOOIE EN/OF ENIGE ANDER FOOIE BETAALBAAR AAN ENIGE BANK OF FINANSIËLE INSTELLING nie, en die Koper sal self verantwoordelik wees vir die betaling van sodanige bedrae aan die bank.

7.2.3 Should TINDALL-WEISS INCORPORATED not attend to the registration of transfer of the property into the name of the Purchaser and/or the registration of the bond over the property, the Purchaser will be liable for all the transfer and bond costs referred to in clause 7.1 above. These costs are payable within three days after delivery of a pro forma statement of account. This provision is accepted by the Purchaser as being reasonable and in the interest of the parties for the control and speedy finalization thereof.

7.3 If the Seller cancels this transaction due to breach of any of the terms of this agreement of sale by the Purchaser, the Purchaser shall be liable for any wasted costs payable to TINDALL-WEISS INCORPORATED.

7.4 If the Seller cancels this transaction due to breach of any of the terms of this agreement of sale by the Purchaser, the Seller will be entitled to retain the deposit paid by the Purchaser in accordance with clause 2 above, as rouwkoop.

7.5 In the event of the Purchaser not proceeding with the registration of the bond after TINDALL-WEISS INC has received the bond instruction from the financial institution, the Purchaser shall be liable for the wasted costs of TINDALL-WEISS INCORPORATED and the valuation and/or initiation fees of the bank.

7.2.3 Indien TINDALL-WEISS INGELYF nie toesien tot die registrasie van die eiendom in die naam van die Koper en/of die registrasie van die verband oor die eiendom nie, sal die Koper self verantwoordelik wees vir die transport- en verbandkoste uiteengesit in klousule 7.1 hierbo. Sodanige kostes is betaalbaar binne drie dae na lewering van 'n beraamde rekening. Hierdie bepaling word deur die Koper as billik aanvaar as synde in belang van die Verkoper vir die behoorlike beheer van die transaksie en die spoedige afhandeling daarvan.

7.3 Indien die Verkoper hierdie ooreenkoms kanselleer vanweë kontrakbreuk deur die Koper, sal die Koper verantwoordelik wees vir enige verspilde kostes betaalbaar aan TINDALL-WEISS INGELYF.

7.4 Indien die Verkoper hierdie ooreenkoms kanselleer vanweë kontrakbreuk deur die Koper sal die Koper die deposito wat betaal is kragtens klousule 2 van hierdie ooreenkoms verbeur en sal die Verkoper geregtig wees om die deposito hou as rouwkoop.

7.5 Indien die Koper nie voortgaan met die verband waarvoor hy aansoek gedoen het op enige stadium nadat TINDALL-WEISS INGELYF die verbandinstruksie vanaf die finansiële instansie ontvang het, sal die Koper verantwoordelik wees vir enige verspilde kostes betaalbaar aan TINDALL-WEISS INGELYF sowel as enige waardasie en/of aanvangsfooie aan die betrokke finansiële instansie.

## 8.

### **BOND FINANCE**

This agreement is subject to the suspensive condition that the Purchaser (represented by Octavia de la Port, or representative of Bond Choice Home Loans as set out in clause 16 hereunder) succeeds in obtaining a mortgage loan to finance this purchase from a registered Bank within 10 (TEN) days of date of this agreement, failing which the agreement shall lapse and the parties shall have no claim against each other. The Purchaser shall furnish the Seller with written confirmation from the bank that the bond has been granted within 10 (TEN) days of date of this agreement. This provision is for the

### **VERBANDFINANSIERING**

Hierdie ooreenkoms is onderhewig aan die opskortende voorwaarde dat die Koper (verteenwoordig deur Octavia de la Port, of verteenwoordiger van Bond Choice Home Loans soos uiteengesit in paragraaf 16 hieronder) daarin slaag om binne 10 (TIEN) dae vanaf datum van hierdie ooreenkoms 'n verbandlening te verkry van 'n geregistreerde bank ter finansiering van hierdie koop, by gebreke waarvan die ooreenkoms sal verval en die partye geen eise van welke aard ook al teen mekaar sal hê nie. Die Koper sal aan die Verkoper 'n skrywe van gemelde bank verskaf, binne 10 (TIEN) dae vanaf datum

benefit of both the Purchaser and the Seller, and non compliance therewith will release both parties from the contract.

van hierdie ooreenkoms, waarin vermeld word dat die verbandlening aan die Koper toegestaan is. Hierdie is 'n bepaling vir die voordeel van die Koper en Verkoper en nie-voldoening stel beide vry van die kontrak.

9.

**ELECTRICAL COMPLIANCE CERTIFICATE**

The Seller shall provide the Purchaser, by delivery to the conveyancers, with an Electrical Compliance Certificate issued in terms of Government Regulation No. 2920 of 1992 by not later than the date of transfer. Insofar as the accredited electrician appointed by the Seller to provide such certificate requires remedial or rectification electrical work to be carried out as a precondition to the issue of such certificate, the Seller will procure that such work is carried out and will do so at the Seller's sole cost and expense.

**ELEKTRIESE VOLDOENINGSERTIFIKAAT**

Die Verkoper sal, deur lewering aan die Transportbesorgers, die Koper voorsien van 'n Elektriese Voldoeningsertifikaat, uitgereik ingevolge Staatsregulasie Nr. 2920 van 1992, nie later as die datum van oordrag nie. Insover die geakkrediteerde elektrisiën wat deur die Verkoper aangestel is om sodanige sertifikaat te voorsien dit nodig ag om herstellende of regstellende werk te doen as 'n voorvereiste vir die uitreiking van sodanige sertifikaat, sal die Verkoper toesien dat sodanige werk gedoen is en sal dit vir die Verkoper se uitsluitlike rekening wees.

10.

**BREACH**

10.1 Should the Purchaser breach any of the terms of this agreement of sale and fail to remedy such breach within 7 (SEVEN) days of date of delivery of written notice by the Seller specifying the breach and demanding its rectification then and in such event the Seller shall be entitled:-

10.1.1 to cancel this agreement of sale and retain, the deposit or any other monies paid on account of the purchase price and/or costs and held by the Conveyancers as rouwkoop or penalty or as liquidated damages in respect of the prejudice suffered by the Seller; or

10.1.2 to cancel this agreement of sale and to claim and recover from the Purchaser damages sustained by the Seller as a consequence of the cancellation occasioned by the Purchaser's breach and pending determination of such damages to require the deposit and any other amounts paid by the Purchaser to the Conveyancers on account of the purchase price to be retained in trust for ultimate application to satisfy any successful claim brought by the Seller; or

**KONTRAKBREUK**

10.1 Indien die Koper ingevolge enige bepalinge van hierdie verkoopooreenkoms verbreek en in gebreke sou bly en versuim om sodanige kontrakbreuk reg te stel binne 7 (SEWE) dae na lewering van skriftelike kennisgewing deur die Verkoper waarin die kontrakbreuk omskryf en die regstelling daarvan geëis word, sal die Verkoper in sodanige geval geregtig wees om:-

10.1.1 hierdie verkoopooreenkoms te kanselleer en die deposito of enige ander gelde wat ten opsigte van die koopprys en/of kostes betaal is wat deur die Transportbesorgers gehou word, te behou as rouwkoop of boete of gelikwiderde skadevergoeding ten opsigte van die benadeling wat die Verkoper gely het; of

10.1.2 hierdie verkoopooreenkoms te kanselleer en van die Koper te eis en te verhaal sodanige skade gely deur die Verkoper as gevolg van die kansellasie wat deur die Koper se kontrakbreuk veroorsaak is en hangende die vasstelling van sodanige skade, te vereis dat die deposito en enige ander bedrae wat deur die Koper aan die Transportbesorgers betaal is ten opsigte van die koopprys in trust gehou word vir uiteindelijke aanwending en voldoening van

- |   |  |
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| <p>10.1.3 To institute proceedings for specific performance against the Purchaser for the enforcement of the terms of this agreement.</p> <p>10.2 Should the Seller choose to enforce rights by way of legal proceedings the legal costs so incurred shall be paid by the Purchaser on the scale as between attorney and own client.</p> <p>10.3 A written notice sealed in an envelope addressed to the domicilium citandi et executandi of the addressee shall be deemed to have been received by the addressee 5 (FIVE) days after posting by pre-paid registered post unless earlier delivery of such written notice can be proved.</p> | <p>enige suksesvolle eis deur die Verkoper gebring; of</p> <p>10.1.3 spesifieke nakoming van die bepalings van hierdie ooreenkoms teenoor die Koper af te dwing.</p> <p>10.2 Indien die Verkoper sou kies om regte by wyse van regsproses af te dwing sal die regskoste so aangegaan deur die Koper betaal word op die skaal soos tussen prokureur en eie kliënt.</p> <p>10.3 'n Skriftelike kennisgewing in 'n verseëelde koevert geadresseer aan die domicilium citandi et executandi van die geadresseerde sal geag word deur die geadresseerde ontvang te gewees het 5 (VYF) dae nadat dit per vooruitbetaalde geregistreerde pos versend is, tensy vroeëre aflewering van sodanige skriftelike kennisgewing bewys kan word.</p> |
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11.

**SPECIFIC PROVISIONS RELATING TO SECTIONAL TITLE**

**SPESIFIEKE BEPALINGS MET BETREKKING TOT DEELTITEL**

- |   |  |
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| <p>11.1 The Purchaser acknowledges that he is aware of the fact that the Property will form part of sectional title scheme of which the buildings are not yet complete and of which the register has still to be opened. The agreement is therefore subject to the approval of the sectional plan by the Surveyor General and the opening of a sectional title register in the Deeds Office whereby the Property shall come into existence.</p> <p>11.2 The Property will be held under sectional title and the Purchaser acknowledges that upon transfer he/she/it will become a member of the Body Corporate which administers the scheme in which the property is situate and will be bound by statutory rules applicable to sectional schemes and management and conduct rules applicable to the particular scheme in which the Property is situate. The Purchaser acknowledges that he is familiar with such rules and with the general financial status of the Body Corporate (including the obligation to pay levies which will pass to the Purchaser on transfer) to which he will become a member on transfer.</p> <p>11.3 The parties record that the Seller will</p> | <p>11.1 Die Koper verklaar dat hy daarvan bewus is dat die Eiendom deel sal vorm van 'n deeltitelskema waarvan die geboue nog nie voltooi is en die register nog nie geopen is nie. Die ooreenkoms is derhalwe onderhewig aan die goedkeuring van die deelplan deur die Landmeter-Generaal en die opening van 'n deeltitelregister in die Aktekantoor waardeur die Eiendom tot stand sal kom.</p> <p>11.2 Die Eiendom sal onder deeltitel gehou word en die Koper/s erken dat hy/sy/hulle/dit by oordrag 'n lid sal word van die Beheerliggaam wat die Skema administreer waarin die Eiendom geleë is en gebind sal wees deur die statutêre reëls van toepassing op deeltitelskemas, en bestuurs- en handelings reëls van toepassing op die spesifieke Skema waarin hierdie Eiendom geleë is. Die Koper erken dat hy bekend is met sodanige reëls en met die algemene finansiële status van die Beheerliggaam (insluitend die verpligting om heffings te betaal, wat by oordrag op die Koper sal oorgaan) waarvan hy 'n lid sal word wanneer oordrag geskied.</p> <p>11.3 Die Koper is bewus daarvan dat die</p> |
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reserve a real right of extension of the scheme in terms of Section 25 of the Section Titles Act 95 of 1986 and the Purchaser hereby grants his consent thereto as far as needs be. This real right of extension will entitle the Seller to erect further units on the land that will form part of the common property.

Verkoper 'n saaklike reg op uitbreiding van die skema sal voorbehou, ingevolge Artikel 25 van die Deeltitelwet 95 van 1986 en die Koper verleen hiermee sy toestemming daartoe sover dit nodig mag wees. Hierdie reg op uitbreiding magtig die Verkoper om verdere eenhede op die grond wat deel uitmaak van die gemeenskaplike eiendom, op te rig.

## 12.

### **WARRANTIES OR REPRESENTATIONS**

The parties hereto acknowledge that this contract constitutes the entire agreement between them and no other conditions, stipulations, warranties or representations whatsoever have been made by either party or his agent other than such as may be included herein or subsequently recorded in writing signed by or on behalf of the parties. The Seller shall not benefit by any excess or be liable for any deficiency in the area of the Property nor shall he be liable for any encroachment and/or of any adjoining Property. The Seller shall not be required to indicate to the Purchaser the position of beacons or boundaries of the property nor be liable for the cost of locating same. No agreement is in writing and signed by the Seller and the Purchaser.

### **WAARBORGE OF VOORSTELLINGS**

Die partye erken dat hierdie kontrak die algehele ooreenkoms tussen hulle uitmaak en dat geen ander voorwaardes, bepalings, waarborge of voorstellings hoegenaamd gemaak is deur enige party of sy agent nie, behalwe dit wat hierby ingesluit of hierna skriftelik aangeteken en deur of namens beide partye onderteken is. Die Verkoper/s sal nie bevoordeel word deur enige oorskryding van of aanspreeklik wees vir enige tekort in die grootte van die Eiendom nie, en ook sal hy nie aanspreeklik wees vir enige oorskryding op enige aangrensende Eiendom nie. Die Verkoper sal nie verplig wees om aan die Koper die bakens of grenslyne van die Eiendom uit te wys nie of aanspreeklik wees vir die koste van die vasstelling daarvan nie. Geen ooreenkoms om hierdie ooreenkoms te kanselleer, te wysig, of daartoe by te voeg sal van enige krag wees tensy sodanige ooreenkoms op skrif gestel en deur die Verkoper en die Koper onderteken is nie.

## 13.

### **MULTIPLE AND REPRESENTATIVE PURCHASERS**

13.1 Where the purchaser is two or more persons, natural or juristic, their liability shall be joint and several.

13.2 Where the Purchaser is a Company, Close Corporation, Trust or juristic person, the natural person who represents the Purchaser in making this offer shall by his signature be bound with the Purchaser as surety for and co-principal debtor with the Purchaser and shall be deemed to have chosen the legal address of the Purchaser as his domicilium citandi et executandi for all purposes arising from the acceptance of this

### **MEERVOUDIGE EN VERTEENWOORDIGENDE KOPERS**

13.1 Waar die Koper twee of meer persone is, hetsy natuurlik of juristies, sal hulle aanspreeklikheid gesamentlik en afsonderlik wees.

13.2 Waar die Koper 'n Maatskappy, Beslote Korporasie, Trust of ander regspersoon is, sal die natuurlike persoon wat die Koper verteenwoordig in hierdie aanbod om te koop, by wyse van sy handtekening, saam met die Koper verbind wees as borg vir en mede-hoofskuldenaar met die Koper en sal die wettige adres van die Koper geag word sy keuse te wees van domicilium citandi et executandi vir alle

Offer.

aangeleenthede voortspruitend uit die aanvaarding van hierdie aanbod.

13.3 If the property is owned by a Company, Close Corporation, Trust or other juristic person the natural person who accepts this Offer shall do so on behalf of such Company, Close Corporation or Trust and warrants that he/she is duly authorized to represent the Seller.

13.3 Indien die Eiendom besit word deur 'n Maatskappy, Beslote Korporasie, Trust of ander regspersoon sal die natuurlike persoon wat hierdie Aanbod aanvaar dit doen namens sodanige Maatskappy, Beslote Korporasie of Trust en waarborg hy dat hy regtens gemagtig is om die Verkoper te verteenwoordig.

13.3 The provisions of this clause shall bind representatives of any Company or Close Corporation contemplated in 14.1 and 14.2.

13.4 Die bepalings van hierdie klousule is bindend op die verteenwoordigers van enige Maatskappy of Beslote Korporasie soos bepaal in Klousule 14.1 en 14.2

#### 14.

##### **PURCHASER ACTING AS TRUSTEE FOR A COMPANY OR CLOSE CORPORATION TO BE FORMED**

##### **KOPER WAT OPTREE AS TRUSTEE VIR 'N TE STIGTE MAATSKAPPY OF BESLOTE KORPORASIE**

14.1 Where the Purchaser acts as a Trustee for a Company or Close Corporation to be formed such Company of Close Corporation:-

14.1 Waar die Koper optree as Trustee vir 'n te stigte Maatskappy of Beslote Korporasie, sal sodanige Maatskappy of Beslote Korporasie:-

14.1.1 shall be registered within 20 (TWENTY) days of date of this Offer or the date of grant of the loan contemplated in Clause 8 whichever occurs last, and

14.1.1 geregistreer word binne 20 (TWINTIG) dae vanaf datum van aanvaarding van hierdie Aanbod of die datum van verbandgoedkeuring soos bepaal in Klousule 8, welke ook al laaste plaasvind; en

14.1.2 shall ratify and adopt this contract of sale within 3 (THREE) days of being registered, failing which the person who acts for such Company or Close Corporation shall be deemed to be the Purchaser.

14.1.2 hierdie verkoopkontrak bekragtig en aanvaar binne 3 (DRIE) dae na registrasie, in gebreke waarvan die persoon wat namens sodanige maatskappy of Beslote Korporasie optree geag sal word die Koper te wees.

14.2 Where the Purchaser, Company or Close Corporation is duly formed and adopts and ratifies this contract as contemplated the person who acts for the Purchaser shall, by his signature, be bound to the Seller as surety for and co-principal debtor with the Purchaser.

14.2 Waar die Koper, Maatskappy of Beslote Korporasie regtens gestig is en hierdie kontrak bekragtig en aanvaar het soos beoog, sal die persoon wat namens die Koper optree by wyse van sy handtekening tot die Verkoper verbonde wees as borg vir en mede-hoofskuldenaar met die Koper.

#### 15.

##### **INSPECTION**

##### **INSPEKSIE**

The Purchaser or his duly authorized representative shall be entitled to enter and inspect the Property prior to the registration of transfer at any reasonable time by arrangement with the Seller to ensure the

Die Koper of sy gemagtigde verteenwoordiger sal geregtig wees om voor registrasie van transport te alle redelike tye by afspraak met die Verkoper die Eiendom te betree en te inspekteer ten einde te verseker

Seller adheres to the conditions of the agreement.

dat die Verkoper die voorwaardes van die ooreenkoms nakom.

16.

**BOND CHOICE HOME LOANS BOND ORIGINATORS**

The Purchaser shall use Bond Choice Home Loans, herein represented by Octavia de la Port (contact numbers: (012) 366 7770 / 082 962 9938), or representative to secure a mortgage bond from a registered financial institution to finance this purchase. The Purchaser undertakes to furnish Octavia de la Port with the necessary documents as requested by Bond Choice Home Loans within 5 (FIVE) days from date of this agreement, in order to enable Bond Choice Home Loans to apply for a mortgage bond on behalf of the Purchaser.

**BOND CHOICE HOME LOANS VERBAND-MAKELAARS**

Die Koper sal gebruik maak van Bond Choice Home Loans, hierin verteenwoordig deur Octavia de la Port (kontaknommers: (012) 366 7770 / 082 962 9938) of gevolmagtigde, vir die verkryging van 'n verband by 'n geregistreerde finansiële instelling ter finansiering van hierdie koop. Die Koper onderneem om die nodige dokumente, soos versoek deur Bond Choice Home Loans aan Octavia de la Port te oorhandig binne 5 (VYF) dae vanaf datum van ondertekening van hierdie ooreenkoms, ten einde Bond Choice Home Loans in staat te stel om namens die Koper aansoek te doen om 'n verbandlening.

17.

**LETTER OF COMPLETION ("HAPPY LETTER")**

The Purchaser undertakes to sign and hand over a Letter of Completion to the Seller within 5 (FIVE) days from date of receipt of a written notice by the Seller that the Property is complete.

**BRIEF VAN VOLTOOIING ("HAPPY LETTER")**

Die Koper onderneem om die Brief van Voltooiing te onderteken en aan die Verkoper terug te besorg binne 5 (VYF) dae vanaf datum van ontvangs van 'n kennisgewing vanaf die Verkoper dat die Eiendom voltooi is.

18.

**RESALE**

Prior to the registration of transfer of the Property into the name of the Purchaser, the Purchaser shall not sell the Property to a third party unless written notice has been given by the Purchaser to the Seller of his intention to sell the Property. The Purchaser shall, in the event of a sale to a third party, incorporate a provision in the agreement of sale that such purchaser acknowledges that he is aware of the contents of this agreement and binds himself thereto.

**VOORWAARDES BY HERVERKOOP**

Die Koper mag nie die Eiendom aan 'n derde party verkoop voor registrasie van die Eiendom in die naam van die Koper, alvorens hy die Verkoper skriftelik in kennis gestel het van sy voorneme om die Eiendom te verkoop nie. Die Koper mag nie die Eiendom aan 'n ander party verkoop tensy hy 'n voorwaarde in sodanige koopakte inkorporeer waarkragtens die nuwe koper erken dat hy bewus is van alle voorwaardes en pligte wat uiteengesit word in hierdie ooreenkoms, en homself daartoe bind nie.

19.

**PLACE OF PAYMENT**

18.1 All payments, excluding the occupational rent, to be made by virtue of this agreement by the Purchaser to the Seller, shall be made to TINDALL-WEISS INCORPORATED, Waterkloof Park, Block A, 469 Julius Jeppe Street, c/o Julius Jeppe & Brooklyn Avenue, Waterkloof, Pretoria, or in the Trust Account of TINDALL-WEISS INCORPORATED as follows:

BANK: ABSA BANK BROOKLYN  
ACCOUNT NO: 405 146 8845  
BRANCH: 335 345  
REFERENCE: **PURCHASER'S SURNAME  
& UNIT NUMBER**

or whichever other address or institution appointed in writing by the Seller.

18.2 The Purchaser undertakes to quote the above-mentioned reference on any proof of payment and to furnish TINDALL-WEISS INCORPORATED with the relevant proof of payment.

18.3 The Occupational rent will be paid by the Purchaser direct to the Seller at an address chosen by the Seller in writing.

**PLEK VAN BETALING**

18.1 Alle betalings, uitgesluit die okkupasiehuur, wat gemaak moet word kragtens hierdie ooreenkoms deur die Koper aan die Verkoper, sal gemaak word aan TINDALL-WEISS INGELYF, Waterkloof Park, Blok A, Julius Jeppestraat 469, h/v Julius Jeppe & Brooklyn Weg, Waterkloof, Pretoria, of in die Trustrekening van TINDALL-WEISS INGELYF as volg:

BANK: ABSA BANK BROOKLYN  
REK NO: 405 146 8845  
TAK: 335 345  
VERW: **KOPER SE VAN &  
EENHEIDNOMMER**

of sodanige ander adres of instansie as wat die Verkoper skriftelik mag aanwys.

18.2 Die Koper onderneem om bogemelde verwysing aan te haal op die inbetalingsdokument met enige betaling deur hom gemaak in die Trustrekening van TINDALL-WEISS INGELYF, en bewys van sodanige betaling aan TINDALL-WEISS INGELYF te oorhandig.

18.3 Die Okkupasiehuur sal regstreeks deur die Koper aan die Verkoper betaal word by sodanige adres of instansie as wat die Verkoper skriftelik sal aanwys.

20.

**LANGUAGE**

The Purchaser confirms that the agreement has been drafted in the language of his choice.

**TAAL**

Die Koper erken hiermee dat die ooreenkoms in die taal van sy keuse opgestel is.

21.

**JURISDICTION OF THE MAGISTRATE'S COURT**

The parties herewith consent to the jurisdiction of the Magistrate's Court for the purposes of any proceedings resulting from this agreement and this clause shall be deemed to be the written permission required in terms of the Magistrate Courts Act.

**REGSBEVOEGDHEID VAN LANDDROSHOF**

Die partye stem hiermee vir die doeleindes van alle of enige regsverrigtinge ingevolge hiervan toe tot die jurisdiksie van die Landdroshof en word hierdie klousule geag die vereiste skriftelike toestemming te wees wat jurisdiksie aan die gemelde Hof verleen.

Notwithstanding the afore-mentioned, the Seller shall have the right to initiate legal proceedings in any other competent court which has jurisdiction.

Ten spyte van die voorafgaande het die Verkoper na sy eie keuse die reg om regsverrigtinge in te stel in enige ander bevoegde hof wat andersins jurisdiksie sou hê.

**22.**

**AMENDMENT OF THE ALIENATION OF PROPERTY ACT**

The Purchaser acknowledges that he has been informed of his right in terms of Section 29 A of the Alienation of Land Act 1981 (Act 68/1981) to terminate the agreement within 5 (FIVE) days as defined in the said Act, if the purchase price amounts to less than R 250 000,00 (TWO HUNDRED AND FIFTY THOUSAND RAND), subject to the exclusions in said Act

**WYSIGINGSWET OP VERVREEMDING VAN GROND**

Die Koper erken en verklaar dat hy kennis dra van sy reg in terme van Artikel 29 A van die Wet op Vervreemding van Grond, 1981 (Wet 68/1981) om hierdie kontrak te beëindig binne 5 (VYF) dae soos omskryf in die gemelde Wet, indien die koopprys minder as R 250 000,00 (TWEEHONDERD EN VYFTIG DUISEND RAND) bedra, onderhewig aan die uitsondering genoem in gemelde Wet.

**23.**

**DOMICILIUM AND NOTIFICATIONS**

The parties choose domicilium citandi et executandi at their respective addresses as set out in the preamble to this agreement, at which addresses all notices and legal process in relation to this Agreement or any action arising there from may be effectually delivered and served.. All notices and legal process documents will be sent by pre-paid registered post and shall be deemed received 5 (FIVE) days after date of being posted.

**DOMICILIUM EN KENNISGEWING**

Die adresse van die partye soos aangedui in die aanhef hiervan of soos van tyd tot tyd gewysig sal dien as hulle domicilia citandi et executandi vir alle doeleindes van hierdie ooreenkoms. Enige kennisgewing geadresseer aan 'n party by sodanige adres en wat per vooruitbetaalde geregistreerde pos gestuur is sal geag word ontvang te wees 5 (VYF) dae na die datum van die pos daarvan.

**24.**

**BROKERAGE TO ESTATE AGENT \***

24.1 The Seller shall pay the agent brokerage in the amount of R 10 000,00 (TEN THOUSAND RAND), which amount includes VAT, and which brokerage shall be deemed to have been earned and payable on registration of the property in the name of the Purchaser.

24.2 The parties hereby grant the agent permission to erect a "Sold" sign on the property for a period of 60 (SIXTY) days after signature hereof.

\* Delete if not applicable

**KOMMISSIE AAN EIENDOMSAGENT \***

24.1 Die Verkoper sal aan die agent kommissie betaal ten bedrae van R 10 000,00 (TIENDUISEND RAND), welke bedrag BTW insluit en welke kommissie geag verdien en betaalbaar sal wees by registrasie van die eiendom in die naam van die Koper.

24.2 Die partye gee hiermee toestemming aan die agent om 'n "Verkoop" teken op die eiendom aan te bring vir 'n tydperk van 60 (SESTIG) dae na ondertekening hiervan.

\* Skrap indien nie van toepassing

**AGENT**

Name / Naam: \_\_\_\_\_

Agency / Agentskap: \_\_\_\_\_

Physical address / Fisiese adres : \_\_\_\_\_

\_\_\_\_\_

Postal address /Posadres : \_\_\_\_\_

\_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail / E-pos: \_\_\_\_\_

(herein called "**the Agent**")

(Hierin genoem "**die Agent**")

***The Agent hereby accepts all the benefits conferred upon it in terms of this agreement  
/Die agent aanvaar hiermee al die voordele verleen ingevolge hierdie ooreenkoms***

\_\_\_\_\_  
AGENT

\_\_\_\_\_  
DATE / DATUM

DATE / DATUM: \_\_\_\_\_

PLACE / PLEK: \_\_\_\_\_

AS WITNESSES / GETUIES:

1. \_\_\_\_\_

\_\_\_\_\_  
PURCHASER / KOPER

2. \_\_\_\_\_  
PURCHASER / KOPER

DATE / DATUM: \_\_\_\_\_

PLACE / PLEK: \_\_\_\_\_

AS WITNESSES / GETUIES:

1. \_\_\_\_\_  
SELLER / VERKOPER

2. \_\_\_\_\_

***BOND CHOICE HOME LOANS hereby accepts all the benefits conferred upon it in terms of this agreement /aanvaar hiermee al die voordele verleen ingevolge hierdie ooreenkoms***

\_\_\_\_\_  
BOND CHOICE HOME LOANS

\_\_\_\_\_  
DATE / DATUM