

OFFER TO PURCHASE
(which constitutes a deed of sale when accepted)

in respect of a property in

SKULPIESBAAI

to

WONDERDEALS 4 PROPRIETARY LIMITED

Registration number 2005/043808/07

(hereinafter referred to as the Seller)

represented herein by

PIETER JACOBUS VENTER

or

NICHOLAS JOHN EBDEN HORWOOD

by

the purchaser (as detailed in the schedule hereto)

(hereinafter referred to as the Purchaser)

IMPORTANT NOTICE

In terms of Section 49 of Act 68 of 2008 the Purchaser's attention is drawn to the following clauses in this Agreement that contain a limitation of the risk or liability of the Seller, or constitutes an assumption of risk or liability by the Purchaser, or an indemnification of the Seller, or is an acknowledgment of any fact:

- Clause 13 containing the cancellation rights of the parties and relating to eviction and damages;
- Clause 14 relating to the condition of the Property as well as certain acknowledgements by the Purchaser regarding the condition of the Property as well as the indemnification of the Seller;
- Clause 14.3 relating to the Purchaser's acknowledgment of the extent, beacons and boundaries of the Property, and

- **Clauses 17.4 & 17.5 relating to the non-variation and scope of the Agreement.**

The Seller hereby sells to the Purchaser who hereby purchases the erf described in the schedule hereto (hereinafter referred to as "the Property") on the terms and conditions set out in this deed of sale.

WHEREAS:

- A The Seller is the registered owner of Portion 90 (a portion of portion 51) of the farm Platte Bosch No 485, in the Hessequa Municipality, Riversdale Division (hereinafter referred to as "the Development Site"), by virtue of Deed of Transfer No T 56505/2014 with Diagram LG No 2405/2013 relating thereto;
- B The Seller is in the process of developing the said Development Site by installing and constructing the services required in terms of the approval of the development to be known as "Skulpiesbaai" ("the Development"), and
- C The Purchaser wishes to purchase the Property described in the schedule hereto in the said development from the Seller on the terms and conditions set forth in this agreement:

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 In this agreement and its annexures the following words shall have the meaning as set out unless inconsistent with the context:
 - 1.1.1 "the Architect" shall mean Boogertman Partners appointed for the Development by the Seller;
 - 1.1.2 "the Conveyancers" shall mean Heunis Law of 10 Huising Street, Somerset West (Reference: Jakkie Heunis), or its successors in office;
 - 1.1.3 "the Development" shall mean the development of the Development Site, known as "Skulpiesbaai", substantially in accordance with the layout plan, annexed hereto as Annexure A;
 - 1.1.4 "the Estate Agents" shall mean Chas Everitt Properties of Still Bay;
 - 1.1.5 "the Property" shall be as described in the schedule hereto and as indicated on Annexure A;
 - 1.1.6 "the Land Surveyor" shall mean Friedlander Burger & Volkmann land surveyors appointed for the development by the Seller.

2. THE PROPERTY

- 2.1 The Seller sells and the Purchaser purchases the Property as described in the preamble hereof and as indicated on Annexure A.
- 2.2 The Seller shall be entitled to amend the layout plan from time to time provided the Purchaser's rights in terms of this agreement are not materially prejudiced by such amendment.

3. PURCHASE PRICE

The Purchase Price shall be as set out in the schedule hereto, which amount shall include Value Added Tax calculated at the rate of 15%. Should the rate of Value Added Tax applicable to this agreement increase, the Purchaser shall be liable to pay such increase as and when payments to which such increased Value Added Tax relate, fall due.

4. PAYMENT OF PURCHASE PRICE

- 4.1 The Purchase Price shall be paid to the Seller as follows:-
- 4.1.1 10% thereof on signature hereof by both parties, to be held in trust by the Conveyancers pending registration of transfer;
- 4.1.2 The balance thereof on registration of transfer.
- 4.2 The Purchaser shall furnish a bank guarantee or guarantees, acceptable to the Seller, for the payment of the amount due in terms of clauses 4.1.2 within the later of 30 (Thirty) days from the date of sale or 30 (Thirty) days from bond approval, if this agreement is subject to bond approval. Such guarantee/s shall be payable against registration of transfer.
- 4.3 All amounts paid on account of the Purchase Price shall, pending registration of transfer, be held by the Conveyancers, who shall be entitled and obliged to invest same in an interest bearing trust account, interest accruing to the Purchaser.

5. POSSESSION, RATES AND OTHER CHARGES

- 5.1 The Seller shall have the right of possession and occupation of the Property until the date of transfer of ownership.
- 5.2 The risk in the Property shall pass to the Purchaser on the date of transfer.
- 5.3 The Purchaser shall be liable for all rates, taxes, levies and any other charges whatsoever levied upon the Property by any competent authority, including the Skulpiesbaai Home Owners' Association, from the date of registration of transfer. The Purchaser shall refund to the Seller - prior to registration of transfer - any rates and taxes and other charges paid in advance for any period after such date.

6. INTEREST

Should the registration of transfer of the Property be delayed due to a delay caused by the Purchaser, the Purchaser shall pay interest on the Purchase Price at the prime bank overdraft rate charged by Nedbank Limited from time to time - as certified by the Stellenbosch branch manager of the said bank - plus 3 (Three) percentage points, for the period reckoned from the date on which registration of transfer would have been possible had it not been for such delay until the actual date of registration of transfer. Such interest shall be paid by the Purchaser to the Conveyancers prior to registration of transfer.

7. TRANSFER

7.1 Transfer shall be effected by the Conveyancers at the expense of the Purchaser as soon as possible after:

7.1.1 The signing of the transfer documents by the Purchaser within 3 (Three) weekdays of being called upon to do so;

7.1.2 The suspensive conditions have been fulfilled;

7.1.3 The Seller has complied with the requirements of the Hessequa Municipality in order to obtain a clearance certificate for transfer, and

7.1.4 The Purchaser has paid all amounts due in terms of this agreement, including but not limited to pro rata rates and taxes and any penalty interest which may be due in terms hereof and which amounts shall be payable within 7 (Seven) days of receipt of an account from the Conveyancers.

8. WARRANTIES

Save as specifically set out in this agreement, the Seller has made no representation and given no warranties in respect of the subject matter of this agreement or in respect of anything relating thereto and this sale is accordingly *voetstoots*.

9. DELAY IN REGISTRATION

The Purchaser acknowledges that any delay in registration of transfer of the Property into his name shall not give rise to a claim for cancellation of this agreement and this agreement will remain binding and operative notwithstanding such delay.

10. ACKNOWLEDGEMENTS BY THE PURCHASER

10.1 The Purchaser acknowledges that:

- 10.1.1 the Property may receive an erf number from the Surveyor General which is different than the number used in this deed of sale, and
- 10.1.2 ownership of the internal roads and private open spaces will be transferred to the Skulpiesbaai Home Owners' Association.

11. **RESALE**

Until such time as the Purchaser has complied with all his/her obligations in terms of this deed of sale, the Purchaser shall not be entitled to resell the Property without the Seller's consent. The Seller's consent shall be in writing and shall not be withheld unreasonably. Such consent shall not release the Purchaser of the obligation to take transfer of the Property, nor shall it impose an obligation on the Seller to allow simultaneous transfer of the Property from the Seller to the Purchaser and from the Purchaser to his/her purchaser.

12. **LEGAL PERSONS, UNDISCLOSED PRINCIPALS & NOMINEE PURCHASERS**

- 12.1 If the Purchaser buys as trustee for a company, close corporation or other legal person to be formed, and such entity is not formed within 30 (Thirty) days of the conclusion of this agreement, or the entity does not ratify this agreement within 30 (Thirty) days of the conclusion thereof, the person this agreement shall be personally liable for all the obligations of the Purchaser in terms of this agreement, and the agreement will be regarded as entered into in the personal capacity of the person who signed this agreement as Purchaser or on behalf of the Purchaser.
- 12.2 If the Purchaser buys as representative of a third party and fails to disclose the name of his principal and furnish written proof of his mandate within 24 (Twenty Four) hours of the conclusion of this agreement, and/or his principal does not ratify this agreement within the aforementioned period, the representative will be personally liable for all the obligations of the Purchaser in terms of this agreement, and the agreement will be regarded as entered into in the personal capacity of the person who signed this agreement as Purchaser or on behalf of the Purchaser.
- 12.3 If the Purchaser reserves the right to nominate another person as Purchaser, such nomination shall take place within 24 (Twenty Four) hours of the conclusion of this agreement, which nomination must also be accepted by the nominated person in writing within the aforementioned period, failing which the original Purchaser will be personally liable in terms hereof, and the agreement will be regarded as entered into in the personal capacity of the person who signed this agreement as Purchaser or on behalf of the Purchaser.
- 12.4 If the original Purchaser buys in any of the capacities mentioned in the foregoing sub clauses or the original Purchaser for whatever reason is not the transferee of the Property, the original Purchaser will remain liable as surety and co-principal debtor in terms of this agreement, with renunciation of the legal exceptions of excussion and division until transfer of the Property and full payment of the Purchase Price and all other amounts payable in terms hereof.

13. BREACH OF AGREEMENT

- 13.1 In the event of either of the parties hereto (the defaulting party) committing a breach of any of the provisions of this agreement, then the party not in default (the aggrieved party) shall be entitled to give the defaulting party 10 (Ten) days' written notice to remedy such breach. Should the defaulting party fail to comply with such notice, the aggrieved party shall be entitled, at its option, either to cancel this agreement and claim damages or to claim immediate payment and / or performance by the defaulting party of all the defaulting party's obligations. The Seller shall be entitled to retain any cash payment made by the Purchaser prior to cancellation until the actual amount of damages has been determined, and thereupon set off such damages against the amounts so held.
- 13.2 The defaulting party shall be liable for any costs, including but not limited to attorney and client costs, collection commission and tracing agent's fees, actually incurred by the other party arising out of or in connection with any breach by the defaulting party of any of the provisions of this agreement or any other matter relating to this agreement.

14. TITLE CONDITIONS

- 14.1 The Property is sold subject to all conditions and servitudes contained in the current title deed - or title deeds referred to therein – of the Development Site, such conditions as have been imposed by Hessequa Municipality when approving the rezoning and subdivision of the Development Site and the conditions indicated in this agreement as conditions to be imposed in the Purchaser's title deed. The Property may further be made subject to such stormwater, access and services servitudes to facilitate the development of Skulpiesbaai as envisaged in this deed of sale.
- 14.2 The Seller shall not profit by any excess nor shall the Seller be answerable for any deficiency in the area of the Property that may be revealed on any resurvey or finalisation of the General Plan for the Development.
- 14.3 The Seller shall be responsible for pointing out or indicating the position of any surveyor's beacons or pegs in respect of the Property within 30 (Thirty) days after registration of transfer and on receipt of written request from the Purchaser within that period, whereafter the Seller's obligation in this regard shall lapse.
- 14.4 If the Property has been erroneously described herein, such mistake or error shall not be binding upon the parties, but the correct description as intended by the parties shall apply and they shall effect rectification of this agreement accordingly.
- 14.5 It is recorded that the Property will be transferred to the Purchaser without any water rights to which the Development Site may be entitled, which water rights shall vest in the Skulpiesbaai Home Owners' Association in terms of clause 19.3 of this agreement.
- 14.6 It is recorded that Erven 4721 – 4724 in the Development shall be subject to a 5 meter street building line. This condition shall be recorded in the title deeds of these properties.

15. DOMICILES AND NOTICES

- 15.1 For the purposes of this agreement, including the giving of notices and the serving of legal process, the parties choose their domiciles as follows:
- 15.1.1 The Seller: care of Heunis Law, 10 Huising Street, Somerset West, 7130, and email address jakkie@heunislawgroup.co.za & info@heunislawgroup.co.za, and
- 15.1.2 The Purchaser: at the address, telefax number and email address set out in the schedule.
- 15.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing, but it shall be competent to give notice by telefax or email.
- 15.3 Any party may by notice to any other party change the physical address chosen as its domicile to another physical address in South Africa, telefax number or email address. Such change shall become effective on the 3rd weekday (that is not a public holiday) from the deemed receipt of the notice by the addressee.
- 15.4 Any notice to a party:
- 15.4.1 sent by prepaid registered post to it at its domicile shall be deemed to have been received on the 7th day after posting (unless the contrary is proved);
- 15.4.2 delivered by hand to a responsible person during ordinary business hours at its domicile shall be deemed to have been received on the day of delivery;
- 15.4.3 sent by telefax to its chosen telefax number, shall be deemed to have been received on the date of dispatch unless the contrary is proved, or
- 15.4.4 sent by email shall be deemed to have been received on the first business day following the date of sending of such email.
- 15.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicile.

16. JURISDICTION

For the purposes of any proceedings arising from this agreement the parties hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction over the person of the defendant in terms of Section 28 of the Magistrate's Court Act of 1944, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the Court pursuant to Section 45 of the Magistrate's Court Act of 1944, or any amendment thereof, provided, that the Seller shall have the right at its sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.

17. GENERAL

- 17.1 No indulgence granted by the Seller shall constitute a waiver of any of the Seller's rights under this agreement. The Seller shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the Purchaser which may have arisen in the past or which may arise in the future.
- 17.2 Should there be more than one purchaser, they shall be liable jointly and severally and *in solidum* for the payment of all monies hereunder and for the carrying out of all the terms of this contract.
- 17.3 The Seller shall be entitled to erect or to have erected marketing material on the Development Site for the purpose of selling properties in the Development.
- 17.4 This agreement constitutes the entire contract between the parties and any representation, terms, conditions or warranties not contained in this agreement shall not be binding on the parties.
- 17.5 No agreement varying, adding to, deleting from or cancelling this agreement, shall be of any effect unless reduced to writing and signed by or on behalf of the parties.

18. SUSPENSIVE CONDITIONS (* please delete what is not applicable)

- 18.1 * This agreement is subject to the approval of a loan to the Purchaser against security of a first mortgage bond over the Property and/or a mortgage bond over another property of the Purchaser's choice no later than 21 days after the date of last signature to this agreement for an amount not less than the Bond Amount set out in the schedule. The Seller may unilaterally extend such time limit by a further 14 days, but is not obliged to do so.
- 18.2 * This agreement is subject to the sale of the Purchaser's property described in the schedule hereto by the date specified on terms and conditions reasonably acceptable to the Purchaser. The Purchaser's property shall only be considered sold in terms of this clause once all suspensive conditions applicable to such sale have been fulfilled.
- 18.3 * Until such time as the Purchaser's property has been sold as set out in clause 18.2 above, the Seller shall be entitled to continue marketing the property, provided that:
- 18.3.1 Should the Seller receive a non-suspensive offer from a third party which it wishes to accept, it or its agent shall notify the Purchaser thereof in writing;
- 18.3.2 From receipt of such notice the Purchaser shall have 3 days (excluding the day on which the notice is received and including the last day) to waive the suspensive condition by notifying the Seller or its agent of such waiver in writing;
- 18.3.3 Unless the suspensive condition in clause 18.2 above is fulfilled or the Purchaser waives it in the 3 days referred to in clause 18.2.2, this agreement shall lapse and be of no further force or effect. Any payments made by the Purchaser on respect of the purchase price, plus interest thereon, shall be paid to the Purchaser without delay.

- 18.4 * It is recorded that the Purchaser's property described in the schedule hereto has been sold and that all suspensive conditions in respect thereof have been fulfilled.
- 18.5 * If either clause 18.2 or 18.4 applies to this agreement, the sale of the Property in terms of this agreement is financially dependent on the sale and transfer of the Purchaser's property. The parties shall do their utmost to register the transfer of the Property simultaneously with, or as soon as possible after, the transfer of the Purchaser's property.

19. HOME OWNERS' ASSOCIATION

19.1 The Purchaser acknowledges that:

- 19.1.1 he/she is aware that the Property forms part of an environmentally friendly estate, to be known as Skulpiesbaai;
- 19.1.2 he/she has been made aware that one of the conditions imposed by the Hessequa Municipality when approving the Development is that a home owners' association is to be established for the Development as contemplated in Section 29 of Ordinance 15 of 1985;
- 19.1.3 he/she shall automatically become a member of the Skulpiesbaai Home Owners' Association on transfer of the Property;
- 19.1.4 he/she and his/her successors-in-title shall remain a member of the Association as long as they are the registered owner of a property in Skulpiesbaai;
- 19.1.5 by virtue of his/her membership of the Home Owners' Association, will be obliged to pay levies to enable the Home Owners' Association to:
- 19.1.5.1 pay the rates and taxes and service charges, including water and electricity, levied on the land owned by it;
- 19.1.5.2 provide administration facilities;
- 19.1.5.3 administer and manage Skulpiesbaai or have the estate professionally administered and managed;
- 19.1.5.4 maintain and insure the land and buildings owned by the Home Owners' Association, including the internal roads, substations, gates, fences and private open spaces;
- 19.1.5.5 provide such other services as it may decide;
- 19.1.6 the conditions imposed in terms of this clause 19 shall be deemed to have been imposed as a *stipulatio alteri* for the benefit of the members of the Home Owners' Association, so that such conditions may be enforced by the Home Owners' Association on behalf of any or all such members at any time.
- 19.1.7 he/she and his/her successors-in-title shall be bound by the Constitution of the Home Owners' Association, the Conduct Rules and the Architectural & Landscaping Guidelines in respect of new dwellings, alterations and additions. These documents will be available for inspection at the offices of the Seller.

- 19.1.8 he/she is deemed to have viewed a copy of the proposed constitution of the Home Owners' Association and acquainted him/herself with the contents, the terms of which constitution is incorporated into this agreement by reference.
- 19.2 It is agreed that a condition in favour of the Skulpiesbaai Home Owners' Association - imposed by the Seller as developer of Skulpiesbaai in terms of Section 42(1) of Cape Ordinance No 15 of 1985 - substantially in accordance with the following wording, shall be included in the title deed of the Property sold hereby:
- "The transferee, his/her/its successors in title and assigns shall not be entitled to transfer the herein mentioned property or any interest therein without a clearance certificate from the Skulpiesbaai Home Owners' Association to the effect that the provisions of its constitution, including provisions relating to the payment of levies, have been complied with."
- 19.3 All water, water storage and aqueduct rights to which the Property may have become entitled to by virtue of the title conditions in the Seller's title deed, shall be retained by the Seller for the exclusive use of the Skulpiesbaai Home Owners' Association.

20. ARCHITECTURAL & LANDSCAPING GUIDELINES

- 20.1 The Purchaser acknowledges that he/she is aware that he/she is obliged to build a dwelling and develop a garden on the Property according to the Architectural & Landscaping Guidelines as approved by the Hessequa Municipality.
- 20.2 The Purchaser also acknowledges that he/she/it is aware of the following requirements of the Department of Environmental Affairs & Development Planning of Provincial Government of the Western Cape:
- 20.2.1 Each dwelling is required to have and utilise a hot water geyser load control system;
- 20.2.2 Each erf in the Development, including the Property, must have a rainwater tank with a minimum capacity of 5 000 liters for the collection and storage of rainwater from the roofs of the dwellings on the erven;
- 20.2.3 Rainwater collected from roofs must receive preferential use in the irrigation of gardens or other outdoor requirements;
- 20.2.4 All dwellings may only be equipped with and use low flow showerheads, tap aerators and dual-flush toilets, and
- 20.2.5 All dwelling are to be fitted with and use energy-efficient lighting and appropriate heating designs.

21. AGENT'S COMMISSION

Unless stipulated otherwise elsewhere in this agreement, the Seller shall be liable to the estate agents appointed by it to market the Development.

22. OFFER

- 22.1 This agreement, once signed by the Purchaser, shall be regarded as an offer by the Purchaser and shall be irrevocable and open for acceptance by the Seller for a period of 14 (Fourteen) days from date of signature by the Purchaser and shall not be capable of being withdrawn during the said period.
- 22.2 Acceptance of the Purchaser's offer shall be conveyed to the Purchaser within 7 (Seven) days of acceptance hereof by the Seller by furnishing the Purchaser with a copy of the signed agreement.

23. SPECIAL CONDITIONS

SIGNED BY THE PARTIES ON THE DATES AND AT THE PLACES STATED HEREUNDER:

DATE: _____

PLACE: _____

TIME: _____

WITNESS

PURCHASER/S
(or duly authorised representative)

I, the spouse of the purchaser, hereby consent to the foregoing and confirm all the terms and conditions herein.

DATE: _____

PLACE: _____

TIME: _____

WITNESS

PURCHASER'S SPOUSE

WITNESS

DATE: _____

PLACE: _____

TIME: _____

WITNESS

SELLER
(or duly authorised representative)

SCHEDULE

Erf no:

In extent:

_____ square meters

Purchase price:

R _____

Purchaser's domicile (Clause 15.1.2):

*Bond Amount (Clause 18.1):

R _____

*Purchaser's property (Clauses 18.2 & 18.4)

Date by which Purchaser's property is to be sold

Full name of Purchaser no 1:

Form of address (Mr, Mrs, etc):

Identity Number/Date of Birth/Registration number:

Marital Status

i) Married/Unmarried: _____

ii) In/Out of Community of property: _____

iii) Ante nuptial contract No: _____

iv) Date of Marriage: _____

v) Husband's domicile at the time of marriage:

Income tax reference number:

Country of residence (non-residents):

Passport number (non-residents):

Full name of Purchaser no 2:

Form of address (Mr, Mrs, etc):

Identity Number/Date of Birth/Registration number:

Marital Status

i) Married/Unmarried: _____

ii) In/Out of Community of property: _____

iii) Ante nuptial contract No: _____

iv) Date of Marriage: _____

v) Husband's domicile at the time of marriage:

Income tax reference number:

Country of residence (non-residents):

Passport number (non-residents):

Purchaser's postal address:

Postal code:

Telephone numbers

Work:

Home:

Cell:

Fax:

E-mail:

Purchaser's language preference: