

**MOTAGANENG BUSINESS & LIGHT INDUSTRIAL
(BURGERSFORT EXT 35)**

OFFER TO PURCHASE

I/We, the undersigned

1. _____
2. _____

IDENTITY NUMBER(S): 1. _____
2. _____

MARITAL STATUS: _____

RESIDENTIAL ADDRESS: _____

POSTAL ADDRESS: _____

WORK ADDRESS _____

TELEPHONE: (W) _____ (H) _____

(CELL) _____ E-MAIL: _____

(hereinafter referred to as the PURCHASER)

Do hereby offer to purchase through the services of _____

(hereinafter referred to as the AGENT)

from

Blue Horizon Investments 10 (Proprietary) Limited

Registration No 2005/019802/07

ADDRESS:

P O Box 14562

Clubview

0014

(hereinafter referred to as the SELLER)

THE PROPERTY

Erf _____, in the proposed township known as **BURGERSFORT EXTENSION 35**

Situated on Portion 32 of the farm AAPIESDOORNDRAAI 298, Registration Division KT, Mpumalanga;

measuring _____ square metres as shown on General Plan SG No 368/2006 (X35)

(hereinafter referred to as the PROPERTY).

1. PURCHASE PRICE:

The purchase price is R_____

(INCLUDING* / EXCLUDING* VAT) and is payable as follows:

- 1.1 A deposit of R_____, (_____) upon signature of this offer by the purchaser to the transfer attorneys to be kept in an interest bearing trust account pending registration of transfer, upon which date the deposit will be paid to the Seller.
- 1.2 The balance of the purchase price plus interest as provided for in Clause 1.3 hereof upon date of registration of transfer for which amount the Purchaser is obliged to furnish the Seller with guarantees acceptable to the Seller within 21 (Twenty One) days from date of signature hereof.
- 1.3 The balance of the purchase price outstanding from time to time will bear interest at a rate equivalent to the prevailing prime overdraft rate charged by Absa Bank on such an amount which interest shall be calculated from date of signature hereof to date of payment of the purchase price.

2. APPROVAL OF LOAN:

This offer is subject to the Purchaser obtaining an acceptable mortgage bond by a Bank in an amount of R _____; within a period of 21 days from date of acceptance hereof. The Purchaser undertakes to do everything possible to obtain approval of such a loan and agrees to sign all documents and comply with the Bank's requirements.

3. POSSESSION AND OCCUPATION:

- 3.1 Occupation of the property shall be taken by the Purchaser on date of transfer* / signature* hereof.
- 3.2 The Purchaser shall from Occupation of the property be liable for the payment of all rates, taxes, and other municipal charges in respect of the property as well as levies due to the Aapiedoorn Owners Association (AOA)(as referred to in Clause 7 hereof). Electricity charges are payable directly to Eskom.
- 3.3 Possession of the property shall be taken by the Purchaser on registration of transfer.



4. TRANSFER

4.1 Transfer of the property and the registration of any mortgage bond will be attended to by attorneys Snyman de Jager, Centurion, Tel 012-663-1680. The Purchaser is responsible for the payment of all costs VAT connected to the registration of the transfer and any mortgage bond

4.2 All transfer and registration costs are payable upon demand to the transfer attorneys

5. JURISDICTION

The parties hereto agree to the jurisdiction of the Magistrate's Court for any legal action resulting from this agreement.

6. AGENT'S COMMISSION:

The parties acknowledge that the Agent was the effective cause for the conclusion of this transaction. Agent's commission will be paid by the Seller as per a separate commission agreement (Schedule II). Should the Purchaser be in default with his obligations in terms of this agreement, the Agent will have the right to claim the commission from the Purchaser.

7. AAPIESDOORNDRAAI OWNERS ASSOCIATION (AOA):

7.1 The parties record that the Purchaser of INDUSTRIAL Erven in Burgersfort Extension 35 shall be obliged to become a member of the Aapiesdaorndraai Owners Association (AOA) (to be established in terms of Section 21 of the Companies Act) for the purpose as described in Clause 7.2.1 hereof. The owners of erven in Burgersfort Extension 35 shall establish the AOA on the terms and conditions as they as a group will agree upon.

7.2 The AOA shall be responsible for:

7.2.1

- (a) the maintenance, upkeep and development of -
 - i. All erven in Burgersfort Extension 35;
 - ii. the perimeter wall and fence and/or access control to the township;
 - iii. the private services network communication.
- (b) ensuring Compliance with the proposed Management Rules and Regulations including the enforcement of the Building and Architectural Standards.

7.2.1.2 The Purchaser shall be responsible for the payment of all amounts due to the local authority and to the AOA

7.2.2 All owners of industrial properties in Burgersfort Extension 35 shall become *ipso facto* members of the AOA and members shall be obliged to make a monthly contribution (levy payment) to the AOA in order to enable the AOA to achieve its objectives. The current monthly levy is 20 cents per square meter



and the levies will be determined by the AOA from time to time. (The property belonging to the AOA is exempt from the payment of levies.) All amounts due in respect of the provision of water and electricity will be payable separately by each owner and the AOA will prescribe the manner and method in which this is to be paid.

- 7.2.3 No property or any portion thereof or any interest therein may be sold and/or transferred without a written Clearance Certificate from the AOA indicating that all outstanding amounts due to the AOA have been paid. The required consent will only be issued if the new deed of sale contains an appropriate clause detailing the obligations of the new Purchaser. This condition will be registered against the title deed of the property.
- 7.2.4 The AOA is in terms of its Memorandum and Articles of Association entitled to prescribe rules for achieving its objects and has for this purpose issued Management Rules and Guidelines which have been provided to the Purchaser and this sale is accordingly subject to same.
- 7.2.5 The AOA has prescribed certain Building and Architectural Standards and all alterations and additions must be approved by the AOA prior to submitting them to the local authority for their approval and before any building activity may commence.
- 7.2.6 If the Purchaser sells the property, he must incorporate the provisions of this Clause 7 and Clause 8 in his Deed of Sale and he must ensure that the prospective Purchaser abides by it.
- 7.2.7 Building activities will be conducted on other properties within Motaganeng and the Purchaser will have no claim as a result of inconvenience, disruption or otherwise, resulting from such building activities.

8. BUILDING RESTRICTIONS (IMPOSED AND ENFORCEABLE BY THE SELLER):

- 8.1 The Purchaser or his successors in title is obliged to have the property developed within a period of 2 years from date of registration thereof in the first owner's name by the erection of an industrial building and outbuildings thereon.
- 8.2 Should the Purchaser fail to comply with any of the above clauses the Seller shall be entitled (but not obliged) to claim that the property be retransferred to the Seller interest free, at the cost of last Purchaser against repayment of the purchase price paid by the



Purchaser to the Seller. All costs and expenses relating to the retransfer of the property will be deducted from the amount payable to the Purchaser.

8.3 This clause 8 will be registered against the Title Deed of the property.

9. DOMICILIUM

The addresses of the Purchaser and the Seller appearing in the pre-ambule to this agreement serve as *domicilium citandi et executandi* for all purposes, including the serving of notices.

10. CANCELLATION

Should the Purchaser fail to comply with any condition of this agreement and fail to remedy such breach within a period of 10 (TEN) days from date of despatch of a notice by the Seller by prepaid registered mail calling upon the Purchaser to remedy such breach, then the Seller may in his discretion either demand specific performance of this agreement or cancel this agreement, take re-occupation of the property and hold the Purchaser responsible for all damages which he may have suffered. All monies paid by the Purchaser will be retained until such time as the Seller has determined the full extent of his damages, at which stage the Seller will be entitled to set-off all damages suffered against such amount over and above any other action against the Purchaser.

11. ACKNOWLEDGEMENT:

The Purchaser acknowledges that:

- he/she has acquainted himself/herself with the condition, borders, area and situation of the property and that he/she shall have no claim against the Seller or the Agent should the property on resurvey be found to be smaller than as indicated herein; the Seller shall similarly not be entitled to any financial benefit should the property be found to be in excess of that set out in this agreement;
- the property is sold "voetstoots" in its present condition and without any guarantees and/or representations;
- this sale is subject to all conditions and servitudes as contained in the title deeds of the property, the township development scheme and such conditions, rules and guidelines as imposed by the AOA;
- should the description of the property as contained herein differ from that as contained in the title deeds it will not constitute a ground for cancellation of this sale and the Purchaser is obliged to sign all documents in order to rectify it;
- there is no obligation upon the Seller or the Agent to point out any boundary, beacon or pegs.

12. VAT

The Seller confirms that he is registered for V.A.T. and that the property is a taxable supply on



which V.A.T. is payable to the Receiver of Revenue. The purchase price Includes / Excludes* VAT.

13. MORE THAN ONE PURCHASER:

If more than one person signs this agreement as Purchaser, their responsibility towards the Seller for Compliance with the terms hereof will be jointly and severally.

14. BODY CORPORATE, NOMINEE AND SURETYSHIP BY SIGNATORY:

14.1 The Purchaser is obliged to provide the Seller, Estate Agent and transfer attorneys within 7 (SEVEN) days of acceptance of this agreement with the name and registration number of the legal person / third party, should he purchase the property as nominee for such legal person / or as nominee for a third party, failing which, it is agreed that the subscriber to this document will be the Purchaser in his/her personal capacity.

14.2 If the Purchaser

14.2.1 acts as trustee for a legal person still to be registered, then he/she binds himself/herself in his/her personal capacity as surety and co-principal debtor *in solidum* towards the Seller (by means of his/her signature to this document) for the due and prompt performance by the legal persona of all the conditions hereof. In the event that such a legal persona is not established or does not accept and ratify this agreement, it is agreed that the subscriber to this document will be the Purchaser in his/her personal capacity.

14.2.2 acts as go-between in the event of a sale for the benefit of a third, and such third party/nominee does not accept the benefits and obligations of this agreement, it is agreed that the subscriber to this document will be the Purchaser in his/her personal capacity.

14.3 In the event that the Purchaser is a legal person or a Trust or in the event of a sale for the benefit of a third who accepts the sale, the subscriber to this agreement binds himself in his personal capacity in *solidum* as surety and co-principal debtor towards the Seller for due and punctual Compliance by the legal person, or trust or third party of all his/its obligations under this agreement.

15. OTHER CONDITIONS

15.1 The Seller shall at its own expense secure Burgersfort Extension 35 by erecting a palisade fence on the southern border parallel to the R555 (Provincial Road to



Orighstad) and a 2.2 meter 20 strand fence on all other borders. A gate and guardhouse shall be provided on the western boundary at the access road to Extension 35.rata basis amongst such owners or be the responsibility of the AOA after its establishment.

15.2 The remuneration for a guard / guards shall be for the account of the property owners in Extension 35 benefitting from such security services and be calculated on a pro

16. ACCEPTANCE OF OFFER

16.1.1 This offer to Purchase is irrevocable and can only be accepted by the Seller after signature by the Purchaser.

16.1.2 Should the purchaser before date of acceptance withdraw his offer to purchase he shall be liable to pay all legal fees of the Transferring Attorneys connected to the drafting of this agreement as well as to work performed in terms of the provisions hereof.

17. ENTIRE AGREEMENT:

This agreement constituted the full agreement between the parties and no amendment hereto will be valid unless done in writing and signed by, or on behalf of, all parties concerned.

Signed at _____ on this _____ day of _____ 20__.

AS WITNESSES:

1. _____

2. _____

PURCHASER



ACCEPTANCE

I, the undersigned, _____ in my capacity as
a representative of _____,
the Seller and registered owner of the abovementioned property, hereby accepts this offer and instructs
attorneys SNYMAN DE JAGER, Centurion to attend to the transfer and to pay the agents commission to
the Agent upon date of transfer in terms of the attached commission agreement.

SIGNED at **CENTURION** on this _____ day of _____ 20__.

AS WITNESSES:

1. _____ _____
SELLER

2. _____



SCHEDULE 1

Documents to be furnished by the Purchaser through the Agent to the Bond Originator, Cranbrook Financial Services, to comply with the Provisions of the Financial Intelligence Centre Act (38/2001).

1. Where the Pruchaser is an Individual

Copy of Identity Document
 Proof of residence (Utility Bill, etc.)
 SARS Registration Number
 Copy of income/salary statement
 Three (3) months bank statements

2. Where Purchaser is a Company/Incorporated Company/Closed Corporation

Copies of Memorandum and Articles of Association
 Certificate of Incorporation
 Letters of Authority
 Copies of Identity Documents of all Directors/Members
 Marriage Certificates and Ante Nuptial Contracts of all Directors/Members
 Proof of business address
 SARS Registration numbers of all Directors/Members
 VAT and Income Tax numbers of Company/CC
 Latest audited financial statements or Management accounts
 Latest certified financial statements
 Bank Statements/reports for last three (3) months

3. Where Purchaser is a Trust

Copy of the Trust Deed
 Copy of the Letters of Authority
 Copies of Identity Documents of all Trustees
 Marital Status of all Trustees
 Copies of Marriage certificates or Ante Nuptial Contracts of all Trustees
 Proof of residence of Trustees
 SARS Registration numbers of all Trustees
 VAT or Income Tax number of Trust
 Bank Statements/reports for last three (3) months



SCHEDULE II

Agent commission (where applicable) shall be paid by the **Seller** in the amount of R_____ (_____)VAT inclusive (if applicable) or at _____% (_____)percent) of the purchase price VAT inclusive (if applicable), which commission is deemed to be earned on fulfilment of the suspensive condition/s which is due and payable on the registration of transfer of the **Property** in the name of the **Purchaser**.

Signed at _____ on this _____ day of _____ 20__.

AS WITNESSES:

1. _____
_____ **SELLER**

2. _____

Signed at _____ on this _____ day of _____ 20__.

AS WITNESSES:

1. _____
_____ **PURCHASER**

2. _____

Signed at _____ on this _____ day of _____ 20__.

AS WITNESSES:

1. _____
_____ **AGENT**

2. _____
_____ **PRINCIPAL**

