

WHEREAS the Seller is the registered owner of:

ERF 917 ZWARTKOP EXTENSION 4 TOWNSHIP

(Situated at street address 30 Sycamore Street)

REGISTRATION DIVISION JR

PROVINCE OF GAUTENG

AND WHEREAS the Seller has agreed to sell the Property to the Purchaser, who has agreed to purchase same from the Seller, on the terms, conditions and stipulations set out hereunder.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1 Purchase and Sale

The Seller hereby sells the Property to the Purchaser who hereby purchases same from the Seller.

2 Purchase Price

The purchase price shall be the sum of **R 1,600,000.00 (One Million Six Hundred Thousand Rand)**

3 Payment of Purchase Price

- 3.1 A deposit of R300 000.00 (Three Hundred Thousand Rand) shall be paid to the Seller by the Purchaser as agreed between them directly.

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- 3.2 The balance of the purchase price shall be paid in cash on registration of transfer of the Property into the Purchaser's name. The Purchaser shall guarantee such payment by lodging acceptable Bank guarantee(s) with the Conveyancers, within 21 (Twenty One) days of the suspensive conditions being met or depositing same in cash with the Conveyancers to be held by them in their trust account.
- 3.3 Any cash deposited with the Conveyancers referred to above shall be held by them in an interest-bearing trust account for the benefit of the Purchaser in terms of section 78 (2) A of the Attorneys Act.

4 Suspensive Condition

- 4.1 This Agreement is subject to the suspensive condition that the purchaser, within 21(Twenty One) days from date of acceptance of this offer, obtain a final quotation from a registered financial institution confirming that a loan of at least **R1,300,000.00 (One Million Three Hundred Thousand Rand)** has been approved, on the security of a mortgage bond to be registered over the property at rates and subject to terms and conditions imposed by the financial institution. The Purchaser undertakes to complete, sign and submit to the bank, a loan application, within 5(Five) days of acceptance of this offer and subsequently on request to complete any new loan application and all documents necessary to facilitate transfer.
- 4.2 It is recorded that this clause is for the benefit of the Purchaser alone and he can waive this clause at any stage prior to the lapsing of the said 21 (Twenty One) days by simply notifying the Seller in writing accordingly.

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5 Occupation and Passing of Risk

- 5.1 Occupation of the Property shall be given to the Purchaser on registration of transfer into the Purchaser's name or on 19/05/16 as agreed between the parties.
- 5.2 Should the Purchaser take occupation of the property prior to date of registration then occupational rental shall be payable to the Seller at R 0-00 per month, monthly in advance.
- 5.3 The Property shall be at the risk of the Seller until the date of registration and thereafter it shall be at the risk of the Purchaser, who shall pay all rates, taxes, insurance premiums and other expenses on or in connection with the Property as from that date.

6 Sale "Voetstoots"

- 6.1 The Property is sold "voetstoots" and as it stands, subject to all the conditions set out or referred to in the current or any prior Title Deeds. The Seller shall not be liable for any defects, latent or patent, nor for any deficiencies in extent which may be revealed upon any re-survey of the Property, nor for any encroachment which may be discovered to exist either to the benefit or detriment of the Property, nor shall the Seller benefit by any surplus of extent or otherwise.
- 6.2 The Seller shall not be required to indicate to the Purchaser the position of the beacons and/or pegs upon the said Property and/or boundaries thereof, nor shall the Seller be liable for the costs of locating the same.

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7 Indulgences

7.1 No relaxation or indulgence which may be allowed by the Seller to the Purchaser in respect of any matter which the Purchaser is bound to perform or observe in terms hereof, shall under any circumstances be deemed to be a waiver of the Seller's rights at any time and the Seller shall be entitled to require strict and punctual compliance with each and every provision of the terms hereof.

8 Remedies on Breach or Default

8.1 Should either party ("defaulting party") fail to make any payment due in terms of this Agreement or fail to comply with any other obligation under this Agreement, the other party ("aggrieved party") shall give written notice to the defaulting to remedy such default within 10 (ten) days of the date of such written notice, failing which the aggrieved party shall have the right, without prejudice to any other rights available at law:

8.1.1 to enforce performance of the terms of this Agreement; or

8.1.2 to cancel this Agreement and claim any damages suffered.

9 Notices and Domicilium

9.1 The parties hereto choose their respective addresses set out on page 1 hereof as their "*domicilium citandi et executandi*" for all purposes arising here from.

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10 Costs

- 10.1 The costs of and incidental to the registration of transfer (including transfer duty and/or stamp duty and/or all and any disbursements in relation thereto) shall be payable by the Purchaser to the Conveyancers immediately upon request.

11 Transfer

- 11.1 Registration of transfer of the Property into the name of the Purchaser shall be affected by Messrs **HILLS INCORPORATED**, situated at 835 Jan Shoba Street, Brooklyn, Pretoria with their contact number 087 230 7314, Ref. J.C. Thom.
- 11.2 The parties to this agreement undertake to sign any documents make any payments necessary to reasonable ensure that the terms of this agreement is complied with, when requested to do so by the Conveyancing Attorneys.

12 Entire Agreement

- 12.1 This Agreement constitutes the whole agreement between the parties as to the subject matter hereof and no Agreements, representations or warranties between the parties or Agents other than those set out herein are binding on the parties.

13 No Additions or Variations

- 13.1 No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the parties hereto.

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14 Vendor for Value Added Tax

14.1 It is recorded that the Seller IS NOT a registered vendor for Value Added Tax purposes.

15 Certificates

15.1 The Seller shall at his/her cost obtain Certificates of Compliance in respect of all electrical installations on the property. Such certificates is to be issued by a registered authorised electrician and comply with the statutory requirements for such certificate.

THUS DONE and SIGNED by the SELLER at Pretoria on 19/05 2016, in the presence of the undersigned witnesses.

AS WITNESSES:

1. _____



Seller

2. _____

THUS DONE and SIGNED by the PURCHASER at Pretoria on 19/05 2016, in the presence of the undersigned witnesses.

AS WITNESSES:

1. _____



Purchaser

2. _____



DEED OF SALE

Entered into by and between:

Name: JACO PHILIPPUS GROBLER

Identity Number: ~~690408 5030 084~~ 690408 5035 084 

Married in /out of community of property / Unmarried

Of: Physical Address: 969 ZEEUWST STR
FAERIE GLEN
Postal Address:- PO BOX 403
MENLYN 0063
E-Mail: JACO@087.CO.ZA
Cell Nr: 081 332 9600

(Hereinafter referred to as "the Seller")

And

Name: WILLEM LUKAS GROBLER

Identity Number: 800318 5033 087

~~Married out of community of property~~ **Unmarried** 

Of: Physical Address: 30 Sycamore st
Zwartkop Centurion 0157

Postal Address: As above

E-Mail: wlgrobler@gmail.com
Cell Nr: 076 021 0212

(Hereinafter referred to as "the Purchaser")

