

# Offer to Purchase FULL TITLE

# Seeff

Expertise Built Through Generations of Trust

Negotiated by: LATJESKLOOF BELEGINGS PTY LTD (hereinafter referred to as "Seeff").

I/We, (full names)

Purchaser 1: RUBEN THEODOR FITCHAT

\*\* Purchaser 2: SONET FITCHAT

("the Purchaser")

(subject to the provisions of Clause 28) of (physical address)

33 BRACKEN STREET, BRACKENFELL, CAPE TOWN, 7560

Fax Number: N/A E-mail: theo@cluedapp.co.za

(either of which addresses serve as my/our legal address / "domicilium")

hereby offer to purchase from the registered owner or from a party who has the legal right to pass transfer ("the Seller") the property described in Clause 1 hereof ("the Property"), at the purchase price set out in Clause 2 hereof ("the purchase price"), on the following terms and conditions:

## 1. PROPERTY

1.1 Erf No.: 15152 Situate: KLEINBRON ESTATE BRACKENFELL

1.2 Street address: 91 FRANGIPANI STREET

## 2. PURCHASE PRICE

The purchase price is: R 3 000 000  
(three million rand and zero cents)

(Inclusive of VAT, if applicable)

## 3. DEPOSIT

- \*\* 3.1 The Purchaser shall pay a deposit of R 700 000  
(seven hundred thousand rand) within 3 (three) business days of the last signature on this agreement to Seeff, to be held by Seeff in an interest-bearing trust account in terms of Section 32(2) of the Estate Agency Affairs Act No. 112 of 1976, interest to accrue to the Purchaser pending registration of transfer ("Transfer"). Upon notification by the Seller's conveyancer ("the Conveyancer") to Seeff that Transfer is imminent, the deposit less an amount equal to the brokerage as per Clause 19 hereof shall be paid by Seeff to the

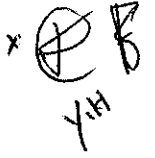
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(all parties including witnesses to initial)

# Seeff

Conveyancer. If any suspensive condition to which this offer is subject is not fulfilled, the full deposit together with accrued interest thereon shall, subject to the payment of Seeff's reasonable administration fees and charges, be refunded to the Purchaser. The interest earned on such deposit shall, after the deduction by Seeff of its reasonable administration fees and charges, be a market-related return paid by financial institutions on comparable deposits. The fee shall be payable even if any suspensive conditions are not fulfilled.

\*\* 3.2 ~~The Purchaser shall pay a deposit of R.....  
(.....)  
within 3 (three) business days of the last signature on this agreement to the Seller's Conveyancer ("the Conveyancer"), to be held by the Seller's Conveyancer in an interest-bearing trust account in terms of Section 86(4) of the Legal Practice Act, 2014 (28 of 2014), interest to accrue to the Purchaser pending registration of transfer ("Transfer"). If any suspensive condition(s) to which this offer is subject is not fulfilled, the full deposit together with accrued interest thereon shall be refunded to the Purchaser.~~

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4. MORTGAGE LOAN

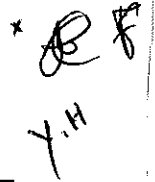
4.1 This offer is subject to the approval in writing by a financial institution/s on its/their usual terms and conditions, of a mortgage loan/s totalling not less than: R.....2 300 000.....  
(two million and three hundred thousand rand)  
or such lesser amount as may be accepted by the Purchaser, against security of the Property. Application shall be made to such financial institution/s as may be selected by the Purchaser, for such mortgage loan/s forthwith. The Purchaser undertakes, as expeditiously as reasonably possible, to pursue all reasonable sources of mortgage finance and to do all things necessary to procure the granting of the loan (including but not limited to the signing of documents and the furnishing of relevant information). The Seller may request the Purchaser to provide proof of submission of the application/s to such financial institution/s which proof shall be provided to the Seller's agent within 2 (two) working days of such request. Any non-compliance by the Purchaser to pursue all reasonable sources of mortgage finance, will constitute a breach of this agreement and the provisions of Clause 21 shall apply.

4.2 Confirmation of approval shall be in the form of a written quotation issued by the financial institution/s in their standard format and subject to such financial institution's usual terms and conditions, to be given by no later than 19...../04...../19..... whereupon this suspensive condition shall be deemed to have been fulfilled, failing which the aforesaid date shall be automatically extended for a further 14 (fourteen) days. Seeff is hereby authorized to apply for the mortgage loan on the Purchaser's behalf.

4.3 In order to facilitate the application by the Purchaser for the mortgage finance, the parties consent to the disclosure by Seeff (or its nominee) of the information contained in this agreement for the purposes of the Purchaser's application for mortgage finance.

4.4 The provisions of this clause are for the benefit of the Purchaser, who may unilaterally waive the use of the mortgage loan finance. Such waiver must be communicated to the Seller in writing prior to the expiry of the period for loan approval set out in 4.2 above.

\*\* 4.5 ~~Notwithstanding that this agreement is not subject to the granting of a mortgage loan, the Purchaser intends to use mortgage finance to purchase the Property. A mortgage bond will accordingly be registered over this or another property prior to or simultaneously with Transfer. It~~

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(all parties including witnesses to Initial)

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**Seeff**

~~shall be the Purchaser's responsibility to ensure that the registration of such bond does not delay Transfer. This provision is for the benefit of the Purchaser who may unilaterally waive it.~~

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~~5 SALE OF OTHER PROPERTY~~

~~5.1 This offer is subject to and conditional upon the sale of .....  
.....("the other property") under  
the following conditions, and by no later than .....(date):~~

~~\*\* 5.1.1 the Purchaser receiving an acceptable offer ("the offer") to purchase the other property at  
a purchase price of R.....  
(.....)  
or such amount as the Purchaser may accept and all suspensive conditions to which the  
offer are in turn subject, having been fulfilled ; OR~~

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~~\*\* 5.1.2 the fulfilment of all suspensive conditions contained in the agreement of Sale in respect of  
the sale of the other property, which has already been sold. A copy thereof is either  
annexed hereto or the Purchaser undertakes to deliver same to Seeff within 3 (three) days  
of signature hereof;~~

~~5.2 In the case of Clause 5.1.1, if the Purchaser fails to accept the offer, this clause shall be deemed to  
have been fulfilled, as if the Purchaser had accepted such offer. The purchaser further warrants  
that he/she has sufficient funds to pay the costs of transfer and legal fees over and above the  
amount received from the proceeds of the sale~~

~~5.3 The Purchaser undertakes that the transfer of the other property will take place simultaneously  
with or prior to the transfer of the Property.~~

~~5.4 This condition exists for the benefit of the Purchaser, who may unilaterally waive compliance  
therewith in writing, in which event transfer of the Property shall proceed forthwith. Written  
notice of this waiver to Seeff shall constitute notice to the Seller~~

6 CONTINUED MARKETING

The Seller may continue to market the Property until the fulfilment of all suspensive conditions contained  
herein, including the fulfillment of any suspensive conditions in the agreement of sale of the other  
property, where applicable.

Should the Seller, during this time, receive another acceptable unconditional offer ("the competing  
offer") to purchase the Property, he/she will have the right to call upon the Purchaser, by notice in  
writing, to waive or fulfil all suspensive conditions to which this offer is subject, thereby making this sale  
unconditional, within 3 (three) days (excluding weekends and public holidays) of the date when such  
notice is delivered to the Purchaser, or such extended period as the Seller in his/her sole discretion may  
allow ("the waiver period"). Such notice shall include a copy of the competing offer. If the Purchaser  
fails to waive his/her rights or advise the Seller that the suspensive condition(s) have been fulfilled, in  
writing within the waiver period, the Seller shall be entitled, but not obliged, to accept the competing  
offer, upon which this sale shall lapse and be null and void. Should the Seller elect not to proceed with  
the competing offer this agreement shall remain in full force and effect.

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**7. PAYMENT AND GUARANTEES**

The balance of the purchase price or the full purchase price, whichever the case may be, shall be paid to the Conveyancer against Transfer. The Purchaser shall within the below-mentioned time period furnish the Conveyancer with a guarantee(s) acceptable to the Conveyancer, for payment upon Transfer of the said purchase price and any brokerage for which the Purchaser has assumed liability. The guarantee(s) shall, at the request of the Conveyancer, be made payable to such other parties as the Conveyancer may require;

7.1 Within **14 (fourteen)** business days of signature hereof by the Seller; OR, if a **conditional sale**, within **14 (fourteen)** business days of *either*:-

- 7.1.1 Confirmation of **approval of the mortgage loan** as provided for in Clause 4.2; OR
- 7.1.2 The **sale** of the other property referred to in Clause 5 becoming final and binding, whichever is the latter; OR
- 7.1.3 **waiver or fulfillment of any suspensive condition(s)** contained in this agreement.

**8. TRANSFER**

Transfer shall be effected by the Conveyancer:-

- \*\* ~~8.1 forthwith;~~
- \*\* 8.2 as close to 19...../07...../2019..... as possible;
- \*\* ~~8.3 as close as reasonably possible to ...../...../....., but not prior to, the transfer of~~

.....  
("the other property") which the Purchaser undertakes to cause to be effected as quickly as possible.

Should transfer of the other property not have been effected by ...../...../..... the Purchaser shall be obliged to take transfer of the Property ~~forthwith irrespective of the transfer of the other property;~~

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**9. TRANSFER COSTS**

All costs of Transfer, including, but not limited to, Transfer Duty if applicable, and the costs of registering any mortgage bonds which may be required, as well as survey and diagram fees if applicable, and any VAT payable on such costs, shall be paid by the Purchaser. The Purchaser shall, on demand by the Conveyancer, pay to the Conveyancer such costs as are called for by the Conveyancer from time to time.

**10. OCCUPATION**

Provided that the Purchaser has performed all his/her/its contractual obligations arising herefrom, including but not limited to, the payment of all transfer costs, payment of bond costs, signature of transfer and bond documentation (if applicable) and payment of the occupational rental as provided for herein:-

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- \*\* 10.1 Vacant occupation of the Property shall be given and taken on TRANSFER ("the Occupation Date") from which date, should it precede Transfer, all revenue accruing from and expenditure in respect of the Property (excluding rates, levies, insurance premiums) shall be for the account of the Purchaser, on a pro-rata basis.
- \*\* 10.2 ~~Occupation subject to the existing tenancy shall be given and taken on Transfer, from which date the Seller hereby cedes his rights and obligations in terms of the lease agreement, to the Purchaser. The Seller undertakes to furnish the Purchaser with a copy of the lease agreement within 7 (seven) days of date hereof. The existing tenancy expires on ...../...../.....~~
- 10.3 If occupation is given prior to Transfer, the Purchaser shall not make any alterations or additions to the Property prior to Transfer, without the prior written consent of the Seller.
- 10.4 In the event of this contract being cancelled for any reason whatsoever, the Purchaser shall not be entitled to compensation from the Seller for any improvement of whatsoever nature he/she may have caused to be effected on the Property, whether with or without the Seller's consent. No tenancy or lien or right of retention of whatsoever nature shall arise by virtue of such occupation, alterations or additions and if this agreement is cancelled or the sale lapses, the Purchaser shall forthwith and without notice vacate the Property.
- 10.5 The Seller warrants that the Property shall be maintained in the same condition from date of signature hereof to Occupation Date, save for any repairs agreed to be carried out by the Seller, as may be set out herein. The Purchaser warrants that the Property shall be maintained in the same condition from Occupation Date to date of Transfer, subject always to the Seller's liability for risk in the Property pending Transfer.

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**11. OCCUPATIONAL CONSIDERATION**

11.1 Should the Occupation Date not coincide with the date of Transfer, the party enjoying such occupation shall pay to the other party an occupational consideration of:

R. 25000  
(TWENTY FIVE THOUSAND RAND)  
per month, pro rated where applicable and payable monthly in advance, to the Conveyancer.

11.2 Where the Purchaser is liable for payment of an occupational consideration, payment in respect of the first month of occupation shall be made to the Conveyancer not less than 1 (one) week prior to the Occupation Date and thereafter, on or before the first day of each succeeding month. Should the Purchaser not have paid the first month's occupational consideration in full prior to occupation, the Seller shall be entitled to withhold occupation until such payment is made, without prejudice to his/her right to claim the occupational consideration in full.

11.3 Notwithstanding any claim which either party may have against the other, for damages or otherwise, payment of the occupational consideration shall under no circumstances be withheld and the parties waive their right to set off any amounts against occupational consideration due.

**12. MORA INTEREST**

Should the Purchaser fail to fulfil on due date any of his/her/its obligations under this agreement, which shall include, but not be limited to, the signature of any documentation relating to the passing of Transfer, the payment of the deposit, the delivery of the guarantee(s) referred to in Clause 7, payment of Transfer Duty or payment of any other amount due in terms of this agreement) then and in such event the Purchaser shall be liable to pay the Seller interest on the full purchase price at the prevailing Prime Interest Rate of South Africa plus 2% (two per cent) from the date of commencement of the delay or date

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of written notice by the Conveyancer to the Purchaser that mora interest is running, whichever is the latter, to the date on which the delay ceases, both dates inclusive, as certified by the Conveyancer ("the breach period"), the said interest being payable prior to Transfer. Such obligation shall be in addition to, pro-rata, any obligation the Purchaser may have to pay occupational consideration for the breach period, without limiting the Seller's additional rights in terms of the provisions of Clause 21 below.

**13. RISK**

13.1 All the risks and benefits of ownership shall pass to the Purchaser on Transfer.

13.2 Unless elsewhere clearly provided to the contrary in this agreement, the Seller shall, prior to date of registration of transfer of the Property sold in terms hereof, be liable for and obliged to pay to the municipal authority having jurisdiction over the Property all and any amounts due or payable or claimed by the municipal authority which relate to the property and which arose or arise from periods prior to the date of registration of transfer.

**14. ELECTRICAL INSTALLATION**

Option 1

14.1 The Seller hereby undertakes to furnish the Conveyancer, prior to occupation by the Purchaser or Transfer, whichever is the earlier, with a valid Certificate of Compliance and, if applicable, a test report in respect of the Property, in terms of the Electrical Installation Regulations of 2009 under the Occupational Health and Safety Act (No. 85 of 1993, as amended) (the Act and Regulations). The Seller warrants that, as at the Occupation Date or Transfer, whichever is the earlier, there will have been no additions or alterations to the electrical installation on the Property subsequent to the issue of such certificate.

14.2 All costs incurred in obtaining such a certificate and test report, including the costs of any repairs or replacements required in order for the certificate to be issued, shall be borne by the Seller.

14.3 Upon the Seller furnishing the Conveyancer with such a certificate and test report, the Purchaser shall have no claim whatsoever against the Seller in respect of the electrical installation on the Property.

~~\*\* Option 2  
The Purchaser hereby undertakes to comply in full with the provisions of Section 10(4) of the Occupational Health and Safety Act (No. 85 of 1993, as amended).~~

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**15. ~~ELECTRIC FENCE CERTIFICATE~~**

~~The Seller shall at the Seller's expense provide the Purchaser with an Electric Fence System Certificate of Compliance ("the certificate") prior to the date of transfer. Such certificate shall be issued by a registered electric fence installer in accordance with the provisions of Regulations 12(4) and 13(1) of the Electrical Machinery Regulations, 2011 and confirm that the electric fence system is deemed to be reasonably safe when properly used. Should corrective work be required prior to the issue of the certificate, the work shall be carried out at the expense of the Seller. Such certificate shall not predate this agreement by more than 2 (two) years.~~

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**16. ENTOMOLOGIST REPORT**

The Seller shall arrange, at his/her own expense, for:

16.1 Inspection, by a duly qualified expert, of the accessible portions of the residential premises on the Property, but specifically excluding any freestanding structures not constituting residential

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premises (any wendy house, garden sheds, carports, fences and similar structures), for infestation by all wood-destroying insects and beetle and;

- 16.2 Treatment and/or replacement of timbers so infested, in accordance with the recommendations contained in the expert's report, prior to occupation by the Purchaser or Transfer, whichever is earlier.

## 17 GAS INSTALLATION

- 17.1 The Seller shall at his/her own expense arrange for the inspection by an authorized person or an approved inspection authority and the issue by them of a Certificate of Conformity, in respect of the gas installations on the Property, in accordance with the provisions of the Occupational Health and Safety Act No. 85 of 1993 and the regulations promulgated thereunder (as amended). Any work that may be necessary in order for a Certificate of Conformity to be issued shall be effected at the expense of the Seller.
- 17.2 The Seller shall obtain the abovementioned certificate prior to Transfer or the Occupation Date, whichever is the earlier, and lodge same with the Conveyancer.
- 17.3 The Seller warrants that no additions, repairs or work has been done or will be done to the gas installation at the Property after the date of the issuing of the Certificate of Conformity.

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## 18 WARRANTIES AND UNDERTAKINGS

- 18.1 The Seller confirms that, to the best of his knowledge and belief, all permanent structures, additions, alterations and extensions in and on the Property are constructed in accordance with plans which have been approved.
- 18.2 The Property is hereby sold voetstoots, "as is" and with all visible and invisible defects, subject to all existing servitudes, Title Deed conditions and all other conditions which may exist in regard thereto, the Seller not being responsible for any deficiency nor benefiting from any excess found in the area thereof upon re-survey.
- 18.3 The parties hereto agree that this agreement constitutes the entire agreement between them and that no warranties or representations other than those contained herein shall be binding on any of the parties, or their agents nor are there any suspensive conditions to this agreement which are not included herein. No variation, alteration or consensual cancellation of the agreement shall be of any force or effect unless reduced to writing and signed by both parties.
- 18.4 The parties warrant that the information contained in this agreement and the personal details supplied by them, relating to them or which should reasonably be within their knowledge, is true and correct.
- 18.5 The Purchaser warrants that he/she has not been introduced to the Property or to the Seller by any party other than Seeff and that Seeff is the effective cause of the sale.
- 18.6 The Purchaser and Seller warrant that the price reflected in Clause 2 hereof is the true consideration in this transaction with respect to the immovable property and that no other consideration is involved between the parties directly or indirectly.
- 18.7 If there is more than one Purchaser, their liability hereunder shall be joint and several.

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**18.8 Where the signatory to this agreement does not sign in his/her personal capacity, but in a representative capacity;**

18.8.1 he/she warrants due authorisation to represent the party ("the represented party") which he/she purports to represent and binds himself/herself as surety and co-principal debtor with the represented party for the due performance by it of all its obligations in terms hereof, and agrees to sign all documents and to bind himself/herself as surety for and co-principal debtor with the represented party as far as it may be required by any proposed mortgagee/s so as to enable fulfilment of any conditions in this agreement;

18.8.2 If it transpires that the signatory was not so duly authorised, then this agreement shall be deemed to be an agreement of sale with the signatory in his/her personal capacity and not to the represented party. The balance of the terms and conditions shall remain the same.

18.8.3 The signatory chooses the street address stipulated on page 1 of this agreement or at clause 29.3 as his/her domicilium citandi et executandi, that is, legal address for the purpose of the service of any legal correspondence or notices arising herefrom.

18.9 The parties agree that this agreement shall in all respects, including the interpretation and implementation thereof, be subject to the laws of the Republic of South Africa and consent to the exclusive jurisdiction of the South African courts.

18.10 Both parties, by their signature hereto, warrant that their tax affairs with the South African Revenue Services (SARS) are in order and up to date or, in the event of this not being the case, that agreement has been reached and that the necessary arrangements have been made with SARS in respect thereof.

**\*\* 18.11 The Seller warrants and the Purchaser acknowledges that the Seller is not tax resident in South Africa and accordingly, the parties acknowledge that this sale is subject to the provisions of Section 35A of the Income Tax Act. The Purchaser undertakes to ensure that the stipulated withholding tax is duly paid to the South African Revenue Services within 14 (fourteen) days of transfer or within 28 (twenty eight) days where the Purchaser is also non-resident for tax purposes. The Conveyancer is hereby authorised to deduct the withholding tax from the proceeds and make payment to SARS on the Purchaser's behalf. (Only applicable if Seller is non-resident for tax purposes and purchase price exceeds R 2 million)**

18.12 The Seller and Purchaser undertake to sign all Transfer and Bond documentation within a reasonable period of the Conveyancer's request to do so.

18.13 The Purchaser is aware that the Property is subject to the jurisdiction of a Home Owners Association and that once the Property is registered into his name, he will be bound by the management and conduct rules thereof, and responsible for the levies payable.

18.14 The Seller confirms to the best of his knowledge and belief that there are no listed alien or invasive species on the Property in terms of the provisions of the National Environmental Management: Biodiversity Act 10 of 2004.

**19 BROKERAGE**

19.1 Brokerage calculated at <sup>6,44%</sup>~~7,5%~~ of the purchase price <sup>incl</sup>~~plus~~ VAT shall be due to Seeff by the Seller on Transfer unless the agreement is cancelled for any reason whatsoever, in which case it shall be due and payable upon such cancellation and as set out in clause 21.3 below.

**50-50 split with ADELE LOUW FROM PROPNET.**

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19.2 The Seller undertakes to pay the brokerage and hereby irrevocably authorises Seeff, on Transfer, to deduct the brokerage plus VAT thereon from any amount it may be holding in trust in terms of Clause 3.1 hereof, or, if there is no such amount held or if the proceeds thereof are insufficient to meet the full brokerage plus VAT, then the Seller hereby irrevocably instructs the Conveyancer to pay the balance or the amount due, as the case may be, to Seeff as a first draw against the proceeds of the sale.

19.3 An act of insolvency, or the granting of a provisional or final order of liquidation or sequestration in respect of the Seller, shall constitute a breach of this agreement by the Seller, in which event, should the Trustee/Liquidator of the Seller's insolvent estate elect to proceed with the sale:-

19.3.1 the Purchaser shall assume the Seller's liability for payment of brokerage to Seeff, and

19.3.2 the amount of brokerage so paid by the Purchaser to Seeff shall constitute damages suffered by the Purchaser as a consequence of the Seller's breach, which damages the Seller authorises the Purchaser to set off against the purchase price.

## 20 SIGNAGE

Seeff is hereby authorised to affix a "Sold" board to the Property for a period of 3 (three) months from the date upon which all suspensive conditions have been fulfilled.

## 21 BREACH

21.1 Should either party commit a breach of any of the terms of this agreement, and fail to remedy same within 7 (seven) days of being called upon, in writing, to do so, the aggrieved party shall be entitled, without prejudice to his/her rights, to claim any damages that he/she may have suffered as a result of such breach:-

21.1.1 to cancel the agreement by written notice to the defaulting party; or

21.1.2 to claim specific performance by the defaulting party of his/her obligations in terms of this agreement.

21.2 No latitude, extension of time or indulgence granted by either party to the other shall be construed as prejudicing such party's right to insist on the strict and punctual compliance by the other party with the terms of this agreement.

21.3 Should this agreement be cancelled, prior to Transfer, as a result of the Purchaser failing to comply with his/her obligations herein, or by written or oral consent between the Seller and the Purchaser, then the brokerage in terms of Clause 19.1 shall, notwithstanding the provisions of Clause 19.1, become due and payable immediately upon such breach or such cancellation and the Purchaser hereby assumes the Seller's obligations to pay the brokerage, plus VAT thereon to Seeff, and the Seller hereby cedes his/her right to claim same from the Purchaser, to Seeff. Such amount may be deducted from any monies held in trust and any balance shall be paid to the Seller at the Seller's election, either as liquidated damages or as a contribution to the Seller's damages still to be determined, in the case of breach by the Purchaser, or to the Purchaser in the case of consensual cancellation. Should this agreement be cancelled prior to Transfer as a result of breach by the Seller, the full brokerage plus VAT will become immediately due and payable by the Seller upon such breach.

21.4 The Purchaser chooses his/her address as stipulated on page 1 and clause 28.3, where applicable, and the Seller chooses his/her address as stipulated at clause 29.3 of this agreement as the

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addresses at which they will accept delivery and service of all notices and legal process. All notices required to be given by one party to the other shall be in writing and shall be deemed to be received by the addressee on the fourth day following the posting thereof by pre-paid registered post or on the date of delivery or transmission thereof if delivered by hand or if transmitted by fax or e-mail.

21.5 In the event of any party, including Seeff, having to consult with an attorney as a consequence of any breach of the terms of this agreement by any party, then the defaulting party will be liable to pay the other parties' costs on the attorney and own client scale.

**22 PURCHASER'S COOLING-OFF RIGHT** N/A

Section 29A of the Alienation of Land Act 68 of 1981 will apply to this agreement if the purchase price is R250 000 or less. If so, notwithstanding any other clause in this agreement, save as per Clause 22.2 below:

22.1 The Purchaser shall have the right to revoke this offer or terminate this agreement by written notice to be delivered to the Seller or Seeff, within 5 (five) business days of the date of signature hereof.

Such notice will have no effect unless it:-

22.1.1 is signed by the Purchaser or his/her agent, acting on his/her authority; refers to this offer or agreement as the offer or agreement that is being revoked or terminated, as the case may be, and

22.1.2 is unconditional.

22.2 The cooling-off right shall not apply if the Purchaser is a Company, Close Corporation or Trust or if the Purchaser has reserved the right to nominate.

**23 FIXTURES AND FITTINGS**

The Property is sold with all fixtures and fittings of a permanent nature situated on it at the date of this offer, unless specifically excluded, which shall include, where applicable, but not be limited to the following: ~~fitted stove/s and extractor fans, whether electric or gas, free standing or fitted~~, all light fittings; pelmets and curtain rails; fitted carpets; ~~blinds and awnings~~; pumps and engines; pool equipment and automatic pool cleaner; fitted alarm systems; electronic consoles and all external keys; ~~bar stools~~; all fences and garden trees, shrubs, plants and fountains; TV aerial, DSTV Satellite Dish; ~~Zozo/wendy hut/s~~; fitted bathroom mirrors, security gates, ~~underfloor heating~~. The Seller warrants that all such fixtures and fittings are his/her property, are fully paid for and shall be in working order on the Occupation Date. The Purchaser undertakes to maintain the fixtures and fittings in the same condition and working order from Occupation Date to date of Transfer.

**24 ADDITIONAL CLAUSES**

N/A

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Y.H

25 EXPIRY

The first signature to this agreement shall constitute an irrevocable offer, which may not be withdrawn prior to presentation to the Seller or the Purchaser, whichever the case may be, and which shall thereafter remain available for acceptance until 20h00 (South African time) on 19-09-19 where after it shall lapse and be of no further force and effect. Seeff is hereby appointed as agent for the Seller and the Purchaser for the purpose of communication of acceptance.

26 SIGNATURE IN COUNTERPARTS

This Offer to Purchase may be signed in separate counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. A counterpart of this Offer to Purchase in telefax form shall be conclusive evidence of the original signature and shall be as effective in law as the counterparts in original form showing the original signatures.

27 DISCLOSURE

The Seller and Purchaser hereby confirm that the full extent of their rights and obligations in terms of this agreement and any addendum hereto have been explained to them and that they have been given the opportunity to make the necessary inquiries in respect of the Property and all material aspects related to the Property and to this sale and they understand the effect of this.

28 PURCHASER

~~28.1 IF SIGNING IN A REPRESENTATIVE CAPACITY~~

~~Full name of Company / Close Corporation / Trust ("the Purchaser")~~

~~.....~~

~~Registration Number:.....~~

~~Full name of signatory:.....~~

X  
Y.H

28.2 IF SIGNING IN A PERSONAL CAPACITY

Purchaser's full names: RUBEN THEODOR FITCHAT, SONET FITCHAT

28.3 Physical address of the Purchaser: 33 BRACKEN STREET, BRACKENFELL, CAPE TOWN, 7560

Fax No. : N/A E-mail: theo@cluedapp.co.za

(either of which addresses serve as the legal address or "domicilium" of the Purchaser for all purposes arising herein)

X  
Y.H

Y.H

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\*\* DELETE IF NOT APPLICABLE

Initials: (all parties including witnesses to initial)



Signed by the PURCHASER at..... BRACKENFELL ..... (PLACE)

on this ..... 13<sup>th</sup> ..... day of ..... APRIL 2019 .....

x *[Signature]*  
PURCHASER 1

*[Signature]*  
PURCHASER 2 OR SPOUSE IN COMMUNITY OF  
PROPERTY (ACTING AS CO-PURCHASER)

.....  
(and in the capacity of surety and co-principal debtor – refer clause 18.8.1)

WITNESSES FOR THE PURCHASER

Witness 1: *Sanel Fitchat*  
Full Name(s)

*[Signature]*  
Signature

Witness 2: *J.E. BOENMANN*  
Full Name(s)

*[Signature]*  
Signature

29 SELLER

~~29.1 IF SIGNING IN A REPRESENTATIVE CAPACITY~~

~~Full name of Company / Close Corporation / Trust~~

~~Full name of signatory:~~

~~Registration Number: ..... ("the Seller")~~

29.2 IF SIGNING IN A PERSONAL CAPACITY

Seller's full names

..... *YONG HAN HOHNQ* .....

29.3 Physical address : *91 FRANGIPANI STREET*

..... *BRACKENFELL* .....

Fax No. .... E-mail *PAULA.HOHNQ@gmail.com*

(either of which addresses serve as the legal address or "domicilium" of the Seller for all purposes arising herein)

x *[Signature]*  
*F.Y.H.*

\*\* DELETE IF NOT APPLICABLE

Initials: .....  
(all parties including witnesses to initial)

x *[Signature]*  
*F.Y.H.*

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Seeff 24/03/2019

Signed by the SELLER at Brackenfell.....(PLACE)

on this 18 day of April 2019.....

Yun Hee Huhng  
SELLER 1

SELLER 2 OR SPOUSE IN COMMUNITY OF  
PROPERTY (ACTING AS CO-SELLER)

WITNESSES FOR THE SELLER

Witness 1: Paula Hohng  
Full Name(s)

Paula  
Signature

Witness 2: J. E. BOENWANN  
Full Name(s)

J. E. Boenmann  
Signature

30 SEEFF

This agreement has been negotiated by

.....

COMSEN BOENWANN.....(full names of agent).

I ..... (full names) on  
behalf of Seeff hereby accepts the benefits of this agreement and accepts the cession contained in this  
agreement.

FOR SEEFF.....(Branch/Licensee)

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Seeff 22/03/2019

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Initials: YH  
(all parties including witnesses to initial)

The information below is required inter alia for Transfer duty and F.I.C.A. purposes

**PURCHASER INFORMATION**

<u>DETAILS</u>	<u>PURCHASER 1</u>	<u>PURCHASER 2</u> (OR CO-PURCHASER IF MARRIED IN COMMUNITY OF PROPERTY)	
FULL NAME/S	RUBEN THEODOR FITCHAT	SONET FITCHAT	
IDENTITY NUMBER OR DATE OF BIRTH IF NO SA IDENTITY NUMBER	8412285132089	820625 0125 08 0	
PASSPORT NUMBER	N/A	N/A	
MARITAL STATUS: (INCLUDE LEGAL STATUS, I.E., ANC, FOREIGN MARRIAGE, ETC.)	ANC	ANC	
PRESENT PHYSICAL ADDRESS	33 BRACKEN STREET	33 BRACKEN STREET	
	BRACKENFELL	BRACKENFELL	
	CAPE TOWN	CAPE TOWN	
<u>TELEPHONE NUMBERS:-</u>			
	HOME	N/A	
	WORK	N/A	
	CELL	083 925 1545	060 340 1315
	FAX	N/A	N/A
	E-MAIL	theo@cluedapp.co.za	sonet@cluedapp.co.za
INCOME TAX NUMBER	0986425155	1105647141	
VAT REGISTRATION NO.	N/A	N/A	
OCCUPATION AND PERIOD OF EMPLOYMENT	SOFTWARE DEV	STUDENT	

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Initials: .....  
(all parties including witnesses to initial)

\* EF YH



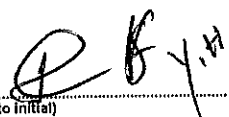
SELLER INFORMATION

<u>DETAILS</u>	<u>SELLER 1</u>	<u>SELLER 2</u> (OR CO-SELLER IF MARRIED IN COMMUNITY OF PROPERTY)
FULL NAME/S	Yong HAN Hohng	
IDENTITY NUMBER OR DATE OF BIRTH IF NO SA IDENTITY NUMBER		
PASSPORT NUMBER	M02276940	
MARITAL STATUS: (INCLUDE LEGAL STATUS, I.E., ANC, FOREIGN MARRIAGE, ETC.)	South Korea	
PRESENT PHYSICAL ADDRESS	91 Frangipani Street Klein Bron Estate Brackenfell	
<u>TELEPHONE NUMBERS:-</u> HOME	021 . 981 . 1730	
WORK		
CELL	076 151 8809 Paula daughter	whatsapp / SMS
FAX		
E-MAIL	paulahohng@gmail.com	
SOUTH AFRICAN INCOME TAX NUMBER		
NON RESIDENT FOR TAX PURPOSES? Yes/No	permanent resident	

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Seeff 22/02/2019

VAT REGISTRATION NUMBER (if applicable)		
BONDHOLDER OF PROPERTY	Bank _____ Loan Account No. _____	
IF PROPERTY UNBONDED, DO YOU HAVE THE ORIGINAL TITLE DEED?		
APPROXIMATE BALANCE OWING ON EXISTING BOND		
HOW IS THE PROPERTY USED? (eg. Primary residence, rental property, holiday home)		
CONVEYANCER	MHI	

Please initial in the relevant block:

Yes No

**Electrical Certificate**

▪ I do have a valid electrical certificate

Or

I hereby authorise Seeff to arrange for an electrical inspection on my behalf.

Beetle: I hereby authorise Seeff to arrange for a beetle/entomology inspection on my behalf.

Gas: I hereby authorise Seeff to arrange for a gas inspection on my behalf.

Water / Plumbing: I hereby authorise Seeff to arrange for a plumbing inspection on my behalf.

Electric Fence: I hereby authorize Seeff to arrange for an electric fence inspection on my behalf

\*\* DELETE IF NOT APPLICABLE

Initials: .....  
(all parties including witnesses to initial)

*D B Y.H*



**Water Installation Compliance Certificate**

In respect of the Offer to Purchase of 91 FRANGIPANI STREET (the Property) from ..... (the Seller).

1. In terms of City of Cape Town(CTC) Water By-Law 14(1) dated 18.2.2011 the seller shall at the seller's expense ensure that the property is inspected by an accredited plumber who shall provide a certificate that :
  - (a) The water installation conforms to the National Building Regulations and the By-Law;
  - (b) The water installation is free from defects;
  - (c) The water meter registers ; and
  - (d) There is no discharge of storm water into the sewer system.
2. The seller shall pay the costs of repair to the water installation which may be required to ensure that the required Certificate of Compliance can be issued.
3. The Certificate of Compliance shall be delivered to the Conveyancer timeously to ensure that the Conveyancer can submit it to the CTC in accordance with Section 14(2) of the Water By-Law prior to registration of transfer.
4. Against registration of transfer the Conveyancer shall supply a certified copy of the Certificate of Compliance to the purchaser as proof of due fulfillment of the seller's obligation in this regard.

Dated this ..... 18 ..... day of April ..... 2019

Signed by:

\* Fitchett Fitchett

Purchaser

yan HEE HONG

Seller

BRAMMER

Estate Agent



**ADDENDUM**

Offer to purchase

Entered into between

**Mr. Hohng**

(hereinafter referred to as "The Seller")

And

**Mr & Mrs Fitchat.**

(hereinafter referred to as "The Purchaser")

In respect of

**Erf 15152**

**91 Frangipani Street, Brackenfell ("the Property").**

**Clause 10 : Occupational consideration.**

1. The parties (Seller and Buyer) agree that the transfer of the property can proceed as recorded in clause 7.  
The buyers would like to take occupation of the property on the 1 June 2019 and pay occupational rent as recorded in clause 10.1. until transfer of the property into the purchasers names.

**All other aspects of the contract are to remain unchanged.**

DATED AT Brackenfell ON 05th DAY OF May 2019.



\_\_\_\_\_  
Purchasers

DATED AT Brackenfell ON 05th DAY OF May 2019.

\_\_\_\_\_  
Seller

("Signed by ..... in terms of a Special Power of Attorney signed at Belville on 01 April 2019")

\_\_\_\_\_  
SEEFF AGENT (AS WITNESS)