

**OFFER TO PURCHASE**

Made by the Purchaser to the Seller that becomes a Deed of Sale on acceptance thereof by the Seller

The "Purchaser" \_\_\_\_\_  
 with ID/Registration Number: \_\_\_\_\_  
 Marriage Regime: \_\_\_\_\_  
 Current address: \_\_\_\_\_  
 Postal address: \_\_\_\_\_  
 Contact Numbers: \_\_\_\_\_ and E-MAIL: \_\_\_\_\_  
 Income Tax Number: \_\_\_\_\_  
 Hereafter referred to as the "Purchaser"

And

\*The "Purchaser" \_\_\_\_\_  
 with ID/Registration Number: \_\_\_\_\_  
 Marriage Regime: \_\_\_\_\_  
 Current address: \_\_\_\_\_  
 Postal address: \_\_\_\_\_  
 Contact Numbers: \_\_\_\_\_ and E-MAIL: \_\_\_\_\_  
 Income Tax Number: \_\_\_\_\_  
 Hereafter referred to as the "Purchaser"

AND

The "Seller" is: **VISSERSHOK INVESTMENTS PROPRIETARY LIMITED**  
 with registration Number: **2000/010285/07**  
 Current address: HONEYDEW COUNTRY ESTATE, BERGRIVIER BOULEVARD, PAARL, 7646  
 Postal address: P. O. BOX 466, WESTCOAST VILLAGE, 7433  
 Contact Numbers: (T) 021-871 1856 E-MAIL: **helenus@wilcrest.co.za**  
 Income Tax Number: 4560188445  
 Hereafter referred to as the "Seller"

The "Property" is:

**ERF** \_\_\_\_\_ **PAARL**  
 SITUATED IN THE CITY OF CAPE TOWN, PAARL DIVISION, WESTERN CAPE PROVINCE

MEASURING: \_\_\_\_\_ SQUARE METRES

### 1. PURCHASE PRICE

The purchase price is the amount

1.1 R \_\_\_\_\_ (\_\_\_\_\_ **RAND**)

VAT at 15% included:

The Offer to Purchase is interdependent on an agreement to build-between the Purchaser's and the Seller's nominated builders as per clause 17.1 of this agreement.

1.2 The construction cost is an amount of R \_\_\_\_\_

1.3 The sum of the purchase price of the erf and the building price is an amount of R \_\_\_\_\_

Schedule X attached sets out the required finances to cover the purchase price and building price. The purchase price of the erf is to be secured as follow:

1.4 A deposit of 10% of the sum of the purchase price of the erf and the building agreement, payable within 7 days after acceptance hereof by the Seller to the transferring Attorneys and to be invested in an Interest-bearing account with interest accruing to the Purchaser. The Purchaser authorizes the transferring Attorney to make the necessary investment at their bank at its most competitive rate. Should the suspensive condition not be fulfilled, the deposit will be reimbursed to the Purchaser;

- 1.5 Where the Purchaser applies for a bond of 90% (Ninety percent) or more of the Purchase price and Building price, the Deposit shall be the difference between the amount reflected in para 1.3 above and the bond amount. Where the Purchaser acquires a 100% (Hundred percent) bond, a minimum Deposit of R35 000.00 (Thirty-five Thousand Rand) is payable which Deposit will be regarded as a Holding Deposit.
- 1.6 The balance of the purchase price is to be guaranteed by Bank Guarantees to the **Seller's** satisfaction, payable on date of registration. The said guarantee are to be put in place within 14 days after written request thereto by the transferring attorney, and after the suspensive conditions of the bond have been fulfilled.
- 1.7 Should the rate of the VAT be increased by the appropriate authorities at any stage before registration of the erf, having the effect that the Seller is to pay the Receiver of Revenue a higher output rate, the purchase price payable to the Seller under this contract shall be increased with the same percentage with which the VAT has been increased.

## 2. APPROVAL OF BOND

- 2.1 This offer is subject to the suspensive condition that the **Purchaser** is able to obtain a quotation and a bond from a Bank as referred to in the National Credit Act 34/2005 for a loan amount of R \_\_\_\_\_ to cover the purchase price and building price (**words**) or such a lower amount as accepted by the Purchaser, within 30 (**Thirty**) days after acceptance of this offer, with no other condition imposed by the bank other than the registration of a bond. The **Purchaser** undertakes to apply for the bond at a financial institution immediately after acceptance of this offer, regardless of whether or not his **Property** must first be sold.
- 2.2 The **Purchaser** undertakes, upon request, to provide the Sellers originator with the documentation and information they need to apply for a loan on the Purchaser's behalf and specifically give written confirmation that the originator may perform a credit check on the Purchaser.

This stipulation is to the benefit of the Purchaser because the system of mortgage origination used by the Seller avoids delays, thus enabling the Seller to reduce the price of his products. The Seller requested certain banks to pre-value his product and will release the signed contract to his bond originator as part of the bond approval process and the originator shall contact the Purchaser for any further information.

Should the Purchaser fail to make use of the Seller's originator and nominated bond attorney's and obtain a bond through another originator or deal directly with a bank, the Purchaser shall pay a penalty equal to one percent of the sum of the purchase price of the erf and the building agreement before transfer and on demand of the Seller's attorney.

No penalty will be payable where the Seller's originator could not procure a bond and the Purchaser obtained a bond through his own negotiations or where the Purchaser is a private bank client and obtains a loan from his private bank.

- 2.3 The bond is to be allocated as follow:

(2.3.1) R \_\_\_\_\_ for the purchase of the erf.

(2.3.2) R \_\_\_\_\_ for building.

- 2.4 Should the suspensive condition not be fulfilled by the date set out in para 2.1, this agreement shall terminate and the deposit paid herein will be refunded.

## 3. OCCUPATION

The Purchaser will take occupation on date of registration unless the building agreement referred in para 17.1 is done on a Turnkey basis, in which case occupation shall be in accordance with the building agreement.

## 4. FIXTURES AND FITTINGS

- 4.1 The **Property** is vacant land and therefore there are no fixtures and/or fittings or permanent improvements to the property bought and its position is as set out on the attached site development plan, Schedule Z.

## 5. REGISTRATION

Registration of transfer of the **Property** shall be attended to **as soon as possible** by the **Seller's** conveyancer who is **SDS ATTORNEYS Christine Smith 021 976 1784**. Upon request, the **Seller** shall pay all transfer fees, duties, bond costs and all other associated costs, including VAT thereon, provided that the bond registration is done by the **Seller's** bond attorneys, Louw & Coetzee, failing which the bond and transfer costs are to paid by the Purchaser. Excluded from the costs paid by the

**Seller** is the **Purchaser's** bond application costs. The **Parties** shall, upon request and depending on the circumstances, sign all transfer, bond application- and bond registration documentation.

## 6. POSSESSION / RISK

- 6.1 Possession shall be given to the **Purchaser** on date of registration. The **Property** remains at the risk of the **Seller** up to the date of possession, from which date the risk of the **Property** shall pass to the **Purchaser** and the **Purchaser** shall receive all benefits and will be responsible for the **Property** as if the **Purchaser** is the registered owner of the **Property**.
- 6.2 From the date of possession the **Purchaser** is responsible for the payment of municipal taxes and all levies, as well as for insurance over the **Property** against any contingencies. The **Purchaser** is aware that the Municipality values the structure on the property once construction commences and that rates & taxes are calculated from date of commencement of the building process. This valuation process can take up to two years and all rates & taxes in arrears, based on a revalue of the property, is for the **Purchaser's** account.
- 6.3 The **Purchaser** shall not change and/or attach anything to the **Property** before registration of the **Property** in his name.

## 7. CONDITION OF THE PROPERTY

The **Property** is sold voetstoots, as it stands in the condition that it is, being vacant land serviced to the standards of the applicable Municipality the jurisdiction of which it falls under. The **Purchaser** has inspected the **Property** and finds it suitable for his intended purpose. The **Property** is subject to all the terms and conditions of title and all other conditions which may exist in regard thereto. The **Purchaser** has been made aware of the fact that the title deed to the **Property** is available for inspection as a public document. If the **Property's** size or dimensions have been erroneously described, the description thereof, as in the **Seller's** title deed read with the general plan applicable, shall apply. The **Seller** can give no warranty against defects, and are not aware of any latent defects to the property.

The **Seller** can give no guarantee about the stability of the ground and the **Purchaser** is aware that he must do ground tests to have the stability of the ground tested before construction, and accepts the risk of the ground.

The **Purchaser** is entitled to receive the property in the same condition as it was when the purchaser inspected the property.

## 8. COMMISSION

- 8.1 The Agency's commission will be paid by the **Seller** and calculated at 4 % (Four percent) of the sum of the purchase price (excluding VAT) and building agreement (excluding VAT). If the Agency is registered for VAT, the **Seller** shall pay VAT on the commission. The commission shall be deemed to have been earned upon acceptance of this offer by the **Seller** and the fulfilment of the suspensive conditions and the commission of the sale of the erf is payable to the agent on registration of the property into the **Purchaser's** name.
- 8.2 The commission on the building agreement shall be paid to the agent by the **Seller** as soon as the builder receives the full construction contract price.
- 8.3 Should the **Purchaser** cancel this agreement for whatever reason, the **Purchaser** will be liable to the agent for commission as stipulated herein.
- 8.4 The parties acknowledge that \_\_\_\_\_ (the "Agent") of \_\_\_\_\_ (the "Agency") is the only and effective cause of this transaction.

## 9. BREACH

- 9.1 In the event of the **Purchaser** and/or **Seller** failing to remedy any breach of the terms hereof within 10 (Ten) calendar days from date of dispatching a notice, requesting him to rectify such breach, the **Seller/Purchaser**, where applicable, shall be entitled at his option, and without any prejudice to any of his rights to :
- 9.1.1 cancel this agreement and claim damages. If the **Purchaser** is in breach the **Seller** may keep any deposit, together with any other amounts already paid by the **Purchaser** on trust, until the **Seller's** damages have been determined by the **Seller**, whereafter it can be set off against the monies held in Trust, or
- 9.1.2 enforce performance of the terms hereof, including payment of the full balance of the purchase price and all other amounts owing in terms hereof as well as any damages incurred by him.

- 9.2 In the event of the Purchaser being placed under provisional or final sequestration / liquidation or under debt revue, or enter into a compromise with his creditors, and in the event, that transfer has not taken place, this agreement shall be deemed to be cancelled from the day prior to the date of such event and any monies paid by the Purchaser to the Seller shall be dealt with as per Para 9.1.

## 10. ADDRESS FOR ALL NOTICES AND LEGAL PROCESSES

- 10.1 Each **Party** chooses the address as set out in the HEADING hereof as their DOMICILIUM CITANDI, being the address where all notices and legal processes in relation to this agreement or any action arising therefrom may be effectively delivered and served and it will be accepted that, that party received same.
- 10.2 The **Parties** consent thereto that the fax numbers and the e-mail addresses, as set out in the information sheet hereto, may be used as an alternative address for the serving of legal processes and documents. In these cases, the fax delivery report or computer printout will be sufficient proof that the notice was sent.
- 10.3 Any notice to be given by one **Party** to the other in terms of this contract, shall be in writing and shall be sent to the **Party's** address as set out in the heading hereof (for the serving of legal processes and documents), fax number or e-mail address aforesaid.
- 10.4 Dispatch of a notice is:
- 10.4.1 If delivered by hand, on date of delivery by hand.
- 10.4.2 If faxed or sent by e-mail, on such day as the fax or e-mail delivery report certifies that the fax or e-mail was sent.
- 10.4.3 If dispatched by pre-paid registered mail, on the date upon which the post office issues a registered post slip.
- 10.4.4 In calculating any days referred to in this construct, the first day is the day after dispatch and the time lapses at 16h00 on the tenth (last) calendar day.
- 10.5 Any **Party** may change his address (as set out in the information sheet hereto) at which all notices and legal process in relation to this agreement or any action arising therefrom may be effectively delivered and served, provided that it remains in the Republic of South Africa and the required notice is given as required in para 10.3 hereof, and the parties hereby consent to the jurisdiction of the Magistrate's Court.

## 11. REPRESENTATION, LIABILITY AND SURETY

- 11.1 The person signing this agreement as **Purchaser** on behalf of an existing Private Company, Close Corporation or Trust, binds himself personally as surety and co-principal debtor jointly and severally for the proper fulfilment by the juristic person or Trust of all its obligations in terms of this agreement.
- 11.2 Where the Purchaser is represented by a natural person signing on behalf of a juristic person, whether registered or still in the process of registration, he personally warrants that the entering into of this agreement by the juristic person concerned is within the scope of its powers, objectives and authority and does not contravene any provisions of the Companies Act 71 of 2008, the Close Corporations Act 69 of 1984, the Trust Property Control Act 57 of 1988 or any new legislation that replace the said acts, and that all the necessary steps have been taken to give the signatory the power to execute this agreement on behalf of the juristic person and, in particular, but without limitation, the directors, members or Trustees have approved this agreement in specific terms.
- 11.3 In the event of more than one **Purchaser** being a **Party** to this agreement, they shall jointly and severally be liable for their obligations arising in terms hereof.

## 12. COOLING-OFF CLAUSE

Should the **Purchaser** be a natural person, the **Purchaser** or his **Agent** acting on his written authority may, within 5 (five) calendar days of signing this offer, revoke this offer by way of an unconditional written notice to this effect delivered to the **Seller** (only applicable if the purchase price is less than R250 000.00). A copy of such written notice must also be given to the **Transferring Attorney**.

## 13. SOLE AGREEMENT, NON-VARIATION AND LATITUDE

- 13.1 This agreement constitutes the sole and entire agreement between the **Parties** and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained or recorded herein, shall be of any force or effect.

- 13.2 No variations of the terms and conditions of this agreement, including this paragraph, shall be of any force or effect, unless it is reduced to writing and signed by all the **Parties** hereto.
- 13.3 No omission of waiver or relaxation of any of the provisions of this agreement, nor any failure by a **Party** to enforce the provisions of this agreement due to any breach, shall be used as a reason to stop action against any **Party** in respect of its rights under this agreement, nor shall it preclude such **Party** thereafter from exercising its rights strictly in accordance with this agreement.
- 13.4 Both the **Purchaser** and the **Seller** confirm that they have read this agreement and understand the contents thereof.
- 13.5 Both the **Purchaser** and the **Seller** confirm that, if the suspensive conditions have been met, they can give effect to the contractual terms and conditions thereof.
- 13.6 This agreement is a pro forma agreement with blank spaces. If any of the blank spaces are left open at signing thereof, it will not have the effect that this agreement is null and void.
- 13.7 All references to singular will also include plural and the other way around (if applicable). All references to male will include female and the other way around (if applicable).

#### 14. OFFER LAPSES

This offer is irrevocable for 30 (thirty) days after the Purchaser has signed it and is binding upon acceptance at any time prior thereto, irrespective of notification of acceptance to the **Purchaser**. The **Seller** shall only accept this offer once its bond originator confirms that the **Purchaser's** credit check is such that he could qualify for the bond mentioned in Par 2.

#### 15. GENERAL

15.1 The **Purchaser** acknowledges and confirms that:

- 15.1.1 The full extent of his/her obligations and rights in terms of this agreement have been explained to him and that he has been given ample opportunity to make the necessary enquiries in respect of the **Property** and all material aspects related to the **Property** depicted in this Offer to Purchase. The **Purchaser** confirms that he has inspected the **Property** fully and that he understands the effect and legal implications of this agreement.

15.2 The **Seller** acknowledges and confirms that:

- 15.2.1 He is selling this **Property** in the ordinary course of his business and that the provisions of the Consumer Protection Act 68 of 2008 applies to this agreement.

15.3 Where the Purchaser signed this agreement due to the agent approaching the Purchaser with direct marketing, the Purchaser may cancel this Agreement within 5 (five) days after the Seller accepted same.

The Purchaser hereof warrant that he has not been induced to purchase this property due to the direct marketing by the agent and, should he have given this warranty incorrectly, he shall be liable for damages to the Seller.

15.4 Should the **Purchaser** give 20 (twenty) days' notice to cancel the Deed of Sale due to un-rectifiable defects, and there are no un-rectifiable defects to the property, he shall be liable for the Seller and agent's damages, which damages may be set off as in the breach para 9.

15.5 If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### 16. SERVICING OF THE PROPERTY

The property is fully serviced and all Municipal contributions for external services shall be paid before registration of the property into the **Purchaser's** name.

#### 17. SPECIAL CONDITIONS

17.1 This contract is dependent on the Purchaser simultaneously herewith entering into a building agreement with the Seller's preferred building contractor Wilcrest Construction (Pty) Ltd or its nominee and, should such contract not materialize or be cancelled for whatever reason, this deed of sale shall be cancelled. It is a prerequisite of this deed of sale that one of the **Seller's** preferential contractors construct the building on the erf sold.

17.2 The Purchaser is purchasing a property forming part of the development known as Honeydew Country Estate, hereafter to be referred to as "the Estate" and he is aware that it is a private estate with private internal services regarding roads, storm water, sewerage, electricity and private open spaces. The Purchaser becomes a member of the Honeydew Home Owners' Association on registration of the property bought into the purchasers' name and is aware that the Home Owners' Association is entitled to charge a levy for the upkeep and maintenance of the property of the Home Owners' Association as well as the services provided/contracted by the Home Owners' Association.

17.3 The Purchaser confirms that he is aware of the contents of the Constitution of the Honeydew Home Owners' Association, a copy of which Constitution he has signed as proof that he accepts the contents thereof and undertakes to abide thereto.

The Purchaser is aware that the roads and private open spaces are to be utilized as parks and, on completion, are to be transferred to the Home Owners' Association.

The Purchaser is aware that on completion the estate shall be made up of approximately 410 completed housing units either as erven or sectional title units, and accepts same. Until such time as the estate has been completed the Purchaser shall not sell his property without the written consent of the Developer, which consent shall not be unreasonably withheld or denied.

This condition is inserted to protect the development and to ensure that the Purchaser shall be aware of the special conditions contained in this Deed of Sale and accept same as conditions applicable to him and should such Purchaser not accept same, the Developer may withhold his consent.

So as not to create over-marketing of the Estate on a resale, the owner (Purchaser) wishing to sell his property shall utilize the Developer's agents and one additional agency of his choice. The additional agency shall not be allowed to display any for-sale sign on the property or at the entrance of the property, nor shall it be entitled to market the property under the name of Honeydew.

17.4 The proposed possible final outlay is as per Schedule Y Annexure. The Purchaser is aware that the Seller might alter the proposed outlay by reducing / increasing the density of the erven (building opportunities) in the attached outlay to erven instead of sectional title units or to sectional title units instead of erven and hereby consents thereto.

The Developer does not foresee that that the development will consist of fewer than 400 residential units.

17.5 The Purchaser is aware that the Seller might develop a part of the development (estate) as a retirement housing development scheme as contained in Act 65 of 1988 and herewith confirms that he has no objection and consents thereto.

17.6 The Purchaser is aware that the two erven in the middle of the development are currently zoned as private parks, totalling approximately 1 hectare, and that the Seller constructed a barn on one of the erven for usage by the Developer during the construction period and thereafter by the HOA, and the Purchaser consents thereto.

17.7 The Purchaser is aware that the estate is being developed in phases and that the Developer cannot predict how long the completion of the estate might take, and he accepts that the development will be completed over a period of time. The sale of the units will indicate the speed of the completion of the development.

17.8 The Seller has:

- Erected a wall along the outer boundaries of the estate and installed security cameras thereon, to be monitored as decided by the Home Owners' Association;
- Provided for optic fibre technology in the development, enabling the Purchaser to connect to the internet and communicate via intranet;  
If needed, the developer shall make a contribution to the monthly security and gardening costs until at least 150 properties are completed for occupation, to keep the security and gardening personnel costs within the amount reflected in the proposed levy, as per para 20.  
On the first transfer of a unit [re-sale] from the Purchaser to his transferee, the Seller shall receive 50% (Fifty percent) of the special levy mentioned in para 17.9 as a contribution to the Seller's expenses in subsidizing the Association's operating costs regarding infrastructure and services.
- Constructed a Gate House at the entrance of the Estate, to be manned by security guards, with booms and gates regulating the access of the vehicles.

The above-mentioned services were provided by the Developer, but the Purchaser shall be liable for the monthly upkeep and the operational cost thereof, which will be part of the monthly levy charged by the Home Owners' Association.

The Purchaser is aware that this service can be offered at affordable rates only if all the Association members contribute to such a service and the Purchaser herewith explicitly states that he is aware of the services and costs and hereby purchases the erf knowing the financial implication of the services and accepts the rights and obligations imposed thereby and acknowledges that he is bound to pay for such services, irrespective of whether he uses them. The initial cost of the services is set out in the attached proposed levy.

- 17.9 The Homeowners' Association shall collect a special levy from each owner when a unit erf is transferred from one person to another, at 1% of the selling price or the fair value of the erven transferred (calculated on the higher value). This Seller or his attorney shall furnish the Homeowners' Association with an acceptable guarantee or undertaking for this special levy payable on transfer of the property to the transferee before the Homeowners' Association shall issue its consent to such transfer.

This condition does not apply to transfers between spouses married according to the Laws of the Republic of South Africa.

This special levy may be increased/decreased only by a special general resolution of the members of the Home Owners' Association as defined in para 7.10 of the Honeydew Homeowners' Association Constitution.

Until completion of the development as approved by the Council, the Developer by choice has the right to act as the Managing Agent and shall be entitled to the remuneration that is normally charged by Managing Agents.

- 17.10 As the Developer is developing the estate in phases, it is not possible for the Developer to develop the parks upfront. The parks will be developed in no more than 5 phases with 20% of the parks to be completed with every 50 erven serviced or sectional title units developed by the Developer. The Home Owners' Association shall be liable for the upkeep and maintenance of the parks as the phases are completed.

## 18. SUBJECT TO SALE OF PROPERTY

- 18.1 This sale is subject to the **Purchaser** selling their property being:

\_\_\_\_\_ for an amount of no less than R\_\_\_\_\_

or such lesser amount that the **Purchaser** may accept. The subject to sale is hereinafter referred to as the Third-Party Sale and the Third-Party Sales' suspensive conditions must be fulfilled on or before \_\_\_\_\_. The transfer of such Third-Party Sale must be concluded within 60 calendar days after fulfilment of the suspensive conditions or such extended period that the **Seller** of this agreement in his sole discretion may allow, failing which the **Seller** of this agreement may cancel this sale and no commission shall be payable on this transaction.

- 18.2 The Purchaser confirms that his property being \_\_\_\_\_ has been sold and his **Purchasers'** suspensive conditions have been fulfilled. This property cannot be registered into the **Purchasers'** name until the property that the **Purchaser** sold has been registered in his **Purchasers'** name.

Should the **Purchasers'** property not be registered by \_\_\_\_\_ or such extended time as the Seller may grant the **Purchaser**, the **Seller** may in his sole discretion cancel this sale and no commission shall be payable on this transaction.

- 18.3 To speed up the selling and construction process, the Purchaser agrees to appoint an Estate agent nominated by the Seller to market his property at a market related price so as to avoid agents who overprice the property in order to obtain a sole mandate. The parties further agree that the Seller's attorneys shall be appointed to do the transfer of the purchased property sold, thereby giving the Seller insight in the Purchaser's ability to finance this transaction.

Should the Purchaser fail to use the Seller's transferring attorney, the Seller shall not pay the Purchaser's bond and transfer costs as set out in para 5 in, which case the Purchaser will be liable for these costs, payable on request by the Seller's bond and transfer attorneys.

## 19. MULTIPLE OFFERS

The Parties agree that the Seller has accepted, or may accept, multiple Offers to Purchase on this Erf, before this contract's finances have vested to the Seller's satisfaction. The Seller shall inform the Purchaser should he accept a further offer before the Purchaser's finances have vested. Where there are multiple offers, "vested" shall be interpreted as the date upon which the Seller accepts a Purchaser as financially complying with the Financial Terms and Conditions of his Offer to Purchase and informing the successful Purchaser in writing that he, the Seller, accepts his offer as the Final Complying Agreement, and notifying all other competing offeror/s in writing, that they were unsuccessful, due to their finances not having vested timeously.

Where this sale is subject to the sale of the Purchaser’s property, or the Registration of his property to his purchaser, the Purchaser must provide the Seller with Bankers Payment Guarantees to the Seller’s satisfaction (or other acceptable guarantees in the Seller’s discretion) before this contract can qualify as a financially vested contract.

Notice shall be communicated in accordance with para 10 of this Agreement, without giving notice to rectify as per para 9. The Seller shall have full discretion in deciding whether a Purchaser’s finances are acceptable to him and whether he accepts the Purchaser’s Proof of Compliance of the financial requirements of the Offer to Purchase and the Building Contract.

**20. LEVY**

The proposed levy for each of the erven is R1,000.00 made up as follow: Fibre Optic Connections R250.00, security R300.00, gardening services for the communal gardens R200.00 and other services which includes admin, banking and Auditing fees R250.00.

**21. ELECTRONIC ALTERATIONS TO CONTRACT**

The Purchaser, with his signature, hereto guarantees that, none of the paragraphs of this contract or the Building Agreement or any of the attachments referred to in the Agreements, have been altered electronically by himself without the knowledge of the Seller and, should the Purchaser be in breach of this guarantee, such alterations and or additions shall have no binding power on the parties and be treated as per para 15.5 of this agreement. The Seller, in his discretion, may invoke the rights granted to him in terms of para 9.

**22. OTHER CONDITIONS**

\_\_\_\_\_  
\_\_\_\_\_

**OFFER MADE BY ME/US**

SIGNED by the PURCHASER[S] at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PURCHASER

**OFFER ACCEPTED BY ME/US**

SIGNED by the SELLER[S] at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
HELENUS WILLEM PAUL SCHOLTZ on behalf of  
VISSERSHOK INVESTMENTS PTY LTD and duly  
authorized

\_\_\_\_\_  
WITNESS

# Schedule X

**A. Combined price of the erf & building**

Purchase Price of erf: O (1.1)

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Plus Building Price: B (1.1)

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**TOTAL PRICE :**

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Less Cash Available:

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Bond Needed: O (2.1)

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**B. Erf Finances**

Erf Price: O (1.1)

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Less Cash Available:

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Bond Required to purchase  
erf O (2.3.1) / Surplus

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**C. Building Finances**

Building Price: B (1.1)

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Less Cash Available: (surplus brought forward)

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Bond Required for construction: O (2.3.1)

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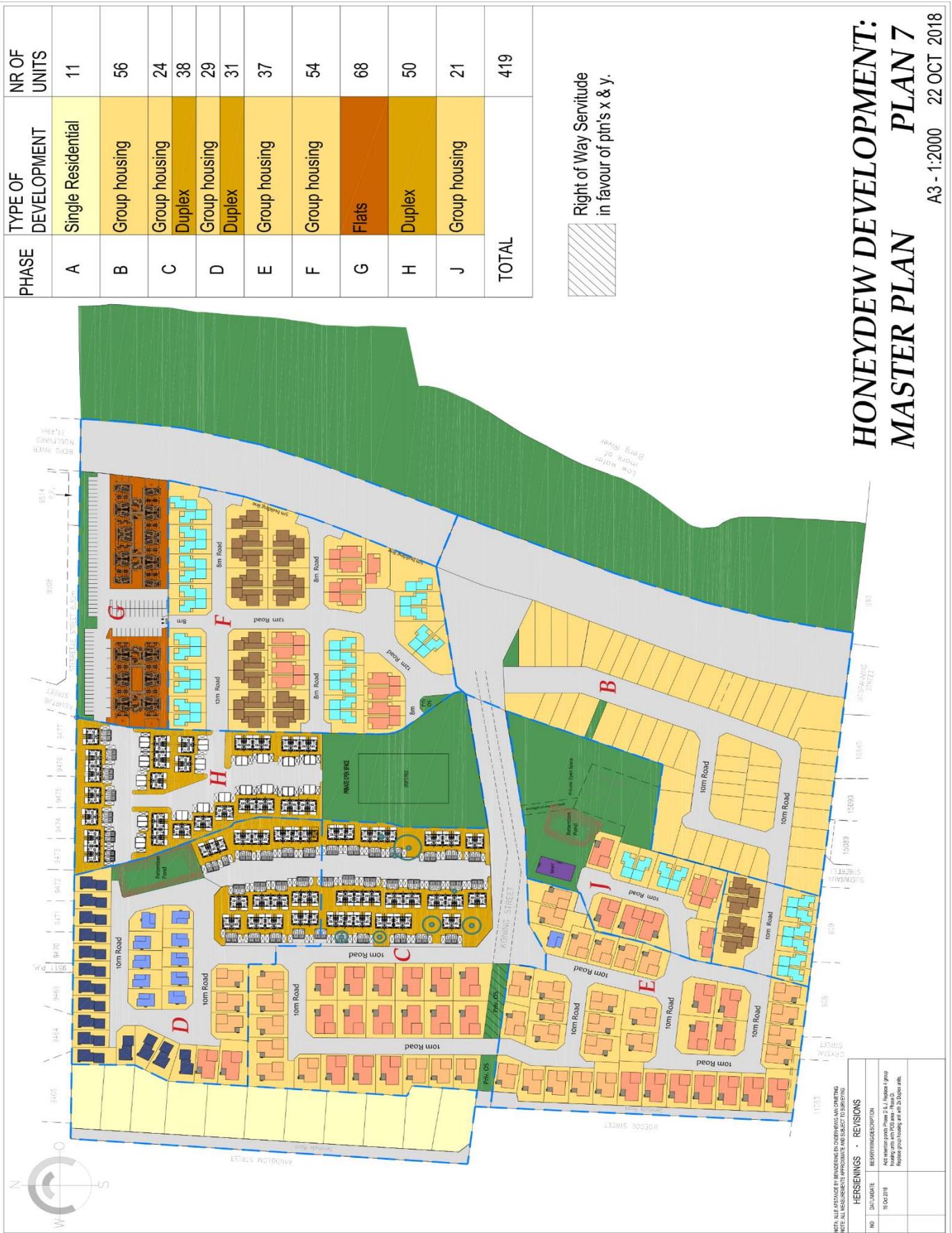
**D. Extra's, if to be financed, add to bond request.**

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Financed
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Cash
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# Schedule Y



## HONEYDEW DEVELOPMENT: MASTER PLAN PLAN 7

A3 - 1:2000 22 OCT 2018

NOTES: ALL DISTANCES BY MEASUREMENTS IN ORDERING AND CHANGING  
NOTE: ALL MEASUREMENTS APPROXIMATE AND SUBJECT TO SURVEYING

NO.	DATE	DESCRIPTION
1	15 OCT 2018	Initial site plan
2	15 OCT 2018	Revised site plan
3	15 OCT 2018	Final site plan

HERSINGENS • REVISIONS