

20 May 2014



PROTON INDUSTRIAL PARK

OFFER TO PURCHASE

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1. PARTIES**1.1 SELLER**

Central Property Developments Johannesburg (Pty) Ltd
Registration Number 2004/018352/07
herein represented by Petrus Johannes Reyneke, duly authorised.

1.2 PURCHASER

1.2.1 Name: _____

1.2.2 Company / Trust / Close Corporation / Identity Number:

1.3 PLEASE SELECT THE APPLICABLE CATEGORY:
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1.3.1 Natural person or company, trust or close corporation with an asset value or annual turnover less than R 2 000 000 (two million rand) _____

1.3.2 Company, trust or close corporation with asset value or annual turnover more than R 2 000 000 (two million rand) _____
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2. DEFINITIONS

- 2.1 The clause headings in this Agreement are for reference purposes only and shall not be used in the interpretation thereof.
- 2.2 Unless the context clearly indicates a contrary intention:
- 2.2.1 expressions which denote any one gender, shall include the other genders;
- 2.2.2 a person shall include a natural person, company, partnership, close corporation or other legal personae;
- 2.2.3 the singular shall include the plural and vice versa.
- 2.3 When any particular number of days is provided for the doing of any act or for any other purpose, the reckoning shall exclude the first day and shall include the last day which shall be a business day and shall include all Saturdays, Sundays and public holidays which occur during the period. For the purposes hereof, a "business day" shall mean a day which is not a Saturday, Sunday or public holiday.
- 2.4 Any annexure to this Agreement shall be deemed to be incorporated herein and shall form an integral part of this Agreement.
- 2.5 If any provision in a definition is a substantive provision conferring any right or imposing any obligation on any Party, then notwithstanding that it is only in the interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement.
- 2.6 The following expressions bear the meanings assigned to them hereunder and cognate expressions bear corresponding meanings, namely:

- 2.6.1 **this Agreement** shall comprise and consist of the Offer to Purchase, the terms of the offer (Annexure “A”) including any Annexures that encompasses a reference to each individually as the context may require;
- 2.6.2 **Architectural Design Criteria** the Architectural guidelines which govern the procedure for the preparation and submission by the purchaser of the Site Development Plan to the Architectural Review Committee for approval and comprises :
- 2.6.2.1 the Civil Design Criteria;
- 2.6.2.2 the Landscape Design Criteria; and
- 2.6.2.3 the Site Development Plan;
- [the Architectural Design Criteria are included in the Supporting Documents];
- 2.6.3 **Architectural Committee** the Architectural Review Committee, established in Review terms of the Constitution, responsible for monitoring compliance with the Architectural Design Criteria on behalf of the PIPPOA;
- 2.6.4 **Attorneys** the Conveyancers appointed by the Seller to attend to the Transfers, namely Van der Merwe Du Toit Inc with place of business at Brooklyn Place, cnr Dey and Bronkhorst streets, Nieuw Muckleneuk;
- 2.6.5 **Bank** any bank as defined in the Banks Act, No. 94 of 1990;

- 2.6.6 **Building** the building and other improvements on the Land to be constructed by the Purchaser as prescribed in the Architectural Design Criteria and “Buildings” shall bear a corresponding meaning;
- 2.6.7 **Civil Design Criteria** the criteria pertaining to earthworks and ground stabilisation, stormwater management, roads and parking as set out more fully in the Architectural Design Criteria;
- 2.6.8 **MOI** the Memorandum of Incorporation of the PIPPOA incorporated in terms of the Companies Act 71 of 2008;
- 2.6.9 **Deeds Registry** the Pretoria Deeds Registry, as established by Section 1(1) of the Deeds Registries Act, No. 47 of 1937, within which area of jurisdiction the Property is situated;
- 2.6.10 **Development** the proposed phased industrial development to be constructed and completed on the Township, to be known as “PROTON INDUSTRIAL PARK”;
- 2.6.11 **Environmental Authorisation** the authorisation dated 17 March 2009 granted by the Authorisation Gauteng Department of Agriculture, Conservation and Environment (“GDACE”) under reference: Gaut 002/07-08/N0180 in terms whereof GDACE granted its authorisation for the Development in terms of the National Environmental Management Act, 1998 (Act 107 of 1998) and the Environmental Impact Assessment Regulations, 2006, (previously known as the Record of Decision);
- 2.6.12 **Erf** an Erf in the Township, and “Erven” shall bear a corresponding meaning;
- 2.6.13 **General Plan** the General Plan of the Township, as approved by the Surveyor-General in Pretoria under reference No. SG

4903/2009a copy which is obtainable from the following internet address: www.protonpark.co.za

- 2.6.14 **Land** the Erf in the Township, as described in clause 2 the subject matter of this Agreement;
- 2.6.15 **Land Surveyor** the professional Land Surveyor, SVR Land Surveyors, appointed by the Seller;
- 2.6.16 **Landscape Design Criteria** the criteria pertaining to the landscaping, prescribed by the Architectural Design Criteria and as more fully set out in the Landscaping Guidelines applicable to the land;
- 2.6.17 **Local Authority** the Ekurhuleni Metropolitan Municipality, the municipality within which jurisdiction the Township is situated;
- 2.6.18 **PIPPOA** the “Proton Industrial Park Property Owner’s Association” (a non-profit company incorporated under Section 8 of the Companies Act, No. 71 of 2008 as amended);
- 2.6.19 **Member** a member of the PIPPOA within the meaning of and subject to the conditions set out in the Memorandum of Incorporation and “Members” shall bear a corresponding meaning;
- 2.6.20 **Ordinance** the Town-Planning and Townships Ordinance, Ordinance (Transvaal) No. 15 of 1986;
- 2.6.21 **Proclaim** the declaration by the Local Authority declaring the Township an approved township, with the Statement of Conditions, in terms of Section 103(1) of the Ordinance, and “Proclamation” shall bear a corresponding meaning;

- 2.6.22 **Proclamation** the notice published by the Local Authority in the *Provincial Gazette* proclaiming the Township;
- 2.6.23 **Property** the property, of which the Land forms part, upon which the Township is proclaimed comprising Portion 38, 39 and a portion of the remainder of portion 44 of the Farm Mooifontein 14 Registration Division I.R., Province of Gauteng, measuring 21,5457 (twenty one comma five four five seven) hectares in extent, held by the Seller under Certificate of Consolidated Title No. T4902/2009;
- 2.6.24 **Section 82 Certificate** the Certificate issued by the Local Authority in terms of Section 82(1)(b)(ii)(cc) of the Ordinance certifying that the Local Authority will, within a period of 3 months from the date of the Certificate, be able to provide such services as it may deem necessary;
- 2.6.25 **Site Development Plan** the plan to be compiled by the Purchaser in terms of the Architectural Design Criteria for approval by the PIPPOA and thereafter by the Local Authority,
- 2.6.26 **Signature Date** means the date on which the Purchaser signs this Agreement;
- 2.6.27 **Statement of Township Conditions** the amended conditions as approved on 11 August 2009 by the Local Authority in terms of Section 98 of the Ordinance;
- 2.6.28 **Supporting Documents** means the documents, freely accessible at the following internet address: www.protonpark.co.za and that relates to this Agreement and the contents of which Parties to this agreement must take cognisance of and comprising:
- 2.6.28.1 the MOI;

- 2.6.28.2 the Environmental Authorisation;
- 2.6.28.3 the Environmental Management Plan
- 2.6.28.4 the Landscaping Guidelines and criteria;
- 2.6.28.5 the Engineering Guidelines;
- 2.6.28.6 the Statement of Township Conditions;
- 2.6.29 **Transfer** the registration of the Land in the name of the Purchaser in the Deeds Registry, when ownership of the Land shall pass to the Purchaser;
- 2.6.30 **Transfer Date** the date upon which the Transfer is registered;
- 2.6.31 **Township** the Township established on the Property in accordance with the Statement of Conditions, consisting of industrial erven, roads and public open spaces and zoned "Industrial 1", under the provisions of Chapter III Part C of the Ordinance, comprising 64 erven as set out in the General Plan;
- 2.6.32 **VAT** Value-added Tax as defined in the VAT Act;
- 2.6.33 **VAT Act** the Value-added Tax Act, No. 89 of 1991.

3. PARTICULARS OF OFFER

3.1	Land	Erf _____ Chloorkop Extension 65 Township, measuring approximately _____ hectares / sq metres as shown on the General Plan No. 4903/2009 ("the General Plan"), subject to any Servitudes set out therein.
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3.2	Purchase Price (3.3 + 3.4)	R _____ (Inclusive of VAT at 14%)
3.3	Deposit	10% of purchase price = R _____ Payable within 7 days from acceptance by the Seller of this offer in terms of clause 6.2.
3.4	Balance of the Purchase Price	R _____ Guarantees to be delivered / Paid in Cash to the Attorneys within 45 days from date of Signature.
3.5	Loan in respect of the Land (maximum amount not exceeding 50% of the purchase price)	R _____ _____ To be granted within 30 days from date of Signature and subject to the maximum threshold as per clause 5.1.1.
3.6	Possession and Occupation	On the Transfer Date or as agreed between the parties, on : _____
3.7	Agent	_____

4. RECORDAL

- 4.1 The Seller is the registered owner of the Land.
- 4.2 The Land forms part of the first phase of the Development, which is a phased industrial development, known as "Proton Industrial Park", to be developed on portions 38, 39 and a portion of remainder of portion 44 of the Farm Mooifontein 14 IR., to be known as Chloorkop extension 65.

- 4.3 The Land is subject to any Servitudes in favour of the Local Authority or any other proposed Erf in the Development which may be imposed upon Proclamation.
- 4.4 The Proton Industrial Park Property Owners Association NPC ("PIPPOA") will administer and maintain the Development.

5. SUSPENSIVE CONDITIONS

- 5.1 The operation of the whole of this Agreement, except for the Purchaser's obligation to make payment of the deposit referred to in clause 3 hereof, is suspended and subject to and conditional upon the fulfilment of the following Suspensive Conditions namely :
- 5.1.1 The Purchaser obtain approval from a Bank or any other financial institution in the amounts and within the time period prescribed in clause 3.5 and although the Purchaser may apply for an funding amount, the suspensive condition is subject to a maximum amount not exceeding 50% of the purchase price;
- 5.2 The purchaser will use its best commercial endeavours to procure the fulfilment of the suspensive condition in 5.1 above within the time allowed therefore.
- 5.3 The parties may extend the period within which the suspensive conditions are to be fulfilled at any time prior to the date for the fulfilment thereof by written notice, to such further date as may be agreed to by the Seller.
- 5.4 If any of the suspensive conditions are not fulfilled by the date provided for its fulfilment or such later date as may be agreed to by the parties in writing, then the provisions of this Agreement shall lapse, be of no force or effect and the *status quo ante* as at the Signature Date shall be restored. No party shall have any claim against any other party pursuant to a suspensive

condition not having been fulfilled, save in circumstances where a party has refused or failed to restore the *status quo ante* as at the Signature Date.

6. OFFER TO PURCHASE

- 6.1 The Purchaser herewith offers to purchase the Land from the Seller in terms of this Agreement (“the Offer”).
- 6.2 The Offer is irrevocably open for acceptance by the Seller for 5 (five) days after ‘signature date’. It is an express term of this offer that when the Offer is accepted by the Seller, a valid Agreement of Sale will be concluded.
- 6.3 The Purchaser hereby waives any right which he may have had to be informed of the acceptance of this Offer and agrees that no further communication notification to him of acceptance by the Seller will be required. A copy of the signed agreement will however be forwarded to the Purchaser’s postal address set out herein.

7. PURCHASE PRICE

The purchase price is set out in clause 3.

8. PAYMENT OF THE PURCHASE PRICE

- 8.1 The Purchase Price, as set out in clause 3, is payable in cash on the Transfer Date and shall be secured as follows:
- 8.1.1 the deposit shall be paid in the amount and on the date as set out in clause 3 in trust to the Attorneys, who shall hold the deposit in trust pending the Transfer, upon which date the deposit shall become non-refundable, shall constitute a portion of the Purchase Price and be payable to the Seller;

- 8.1.2 the balance of the Purchase Price shall be secured in the amount as set out in clause 3 and by the delivery of one or more guarantees of a Bank or institution, acceptable to the Seller in its sole discretion, to the Attorneys;
- 8.1.3 each guarantee shall be made payable to the nominee of the Seller as shall be advised by the Attorneys and shall constitute an unconditional and independent undertaking by the Bank or institution concerned to make payment of the amount stipulated therein to the payee thereof on Transfer;
- 8.1.4 the Attorneys are authorised by the Parties to invest the deposit and the balance Purchase Price (if in cash) and/or the whole or any portion of the Purchase Price received in cash, in terms of Section 78(2A) of the Attorneys Act, No. 53 of 1979, in an interest bearing trust account on call with any Bank nominated by the Seller, the interest thereon to accrue for the benefit of the Purchaser. The Parties hereby consent to such investment;
- 8.2 The sale of the Land is subject to VAT in terms of the VAT Act as the Seller is a VAT Vendor. Consequently, no transfer duty is payable on the sale of the Land to the Purchaser.
- 8.3 The Seller shall furnish the Purchaser with a VAT invoice evidencing the VAT payable by the Purchaser on the Purchase Price, within 5 days of the Transfer Date.

9. OCCUPATION AND BENEFIT AND RISK

- 9.1 Possession and occupation of the Land shall be given to the Purchaser on Transfer and as set out in clause 3, unless otherwise agreed to in writing by the parties.
- 9.2 With effect from the Transfer Date :

- 9.2.1 all the benefits and risk of ownership, including occupation and possession of the Land shall pass to the Purchaser.
- 9.2.2 the sole risk, loss or profit in and to the Land shall pass to the Purchaser;
- 9.2.3 the Purchaser shall be liable for the payment of all municipal assessment rates and taxes, levies (including special levies), sewage charges and like items, electricity, water, licences, municipal service charges and any other imposts levied upon the Land (collectively the "Municipal Charges") and all amounts due to the PIPPOA, including interest, which may have or is due to accrue thereon;
- 9.2.4 the Purchaser hereby indemnifies the Seller and holds the Seller harmless against all claims made against the Seller by the Purchaser's shareholders, directors, officers, partners, trustees, agents, representatives, employees, family members, contractors, sub-contractors, invitees and/or any person occupying the Land through the Purchaser in connection with loss of life, loss of support, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the occupancy and/or possession of the Land or any part thereof occasioned wholly or in part by any act or omission of the Purchaser and/or any person occupying or using the Land through the Purchaser, except if such a liability is in terms of section 61 of the CPA in which event the Seller can be held liable for harm caused by defective goods or if proper instruction was not provided in respect of any hazard pertaining to the goods.

10. TRANSFER COSTS

- 10.1 Transfer of the Land shall be attended to by the Attorneys.

10.2 The Purchaser is liable for :

10.2.1 all conveyancing costs of and incidental to the Transfer;

10.2.2 registering the Purchaser's mortgage bond (if applicable) including the Bank's assessment and administration fee;

10.2.3 the costs of amendments to this Agreement, including consultations in respect of such amendments if requested by the Purchaser.

10.3 The Purchaser shall furnish all information and sign all documents immediately and without delay when requested to do so by the Attorneys and shall pay all costs, as set out in clause 10.2 above, on demand.

11. REGISTRATION OF TRANSFER

Provided that the Purchaser has complied with its obligations in terms of clauses 7, 8 and 10 :

11.1 the Attorneys will attend to the Transfer within a reasonable time thereafter;

11.2 the Purchaser shall be entitled to and may be compelled to take transfer of the Land.

12. LIMITATION OF LIABILITY

12.1 The Land is sold :

12.1.1 voetstoots, as described in the present title deed of the Land, and is subject to all registered conditions, servitudes, the General Plan, the Statement of Conditions, the applicable Town Planning Scheme, the Environmental Authorisation and the present zoning including the prohibition of generation of noxious gases;

12.1.2 without any warranties or representations of any nature whatsoever, express or implied. The Seller shall not be liable for any defects, which are latent, patent or otherwise, or for any damage, claim, liability, or expense incurred and/or suffered by the Purchaser by reason of such defects;

12.2 The extent of the Land is given approximately in clause 3.1. The Purchaser shall have no claim against the Seller if there is a difference, provided that there is no more than a 5% (five percent) difference in that estimation. In the case of a difference of more than 5% (five percent), the difference shall either be added to or deducted from the Purchase Price.

12.3 If the Purchaser however qualifies as a consumer for the purposes of the Consumer Protection Act (no 68 of 2008) (hereinafter "the CPA") (if clause 1.3.1 was selected) , clauses 12.1 and 12.2 will not be applicable, and the following will apply:

12.4 Consumer Protection Act (No. 68 of 2008)

12.4.1 It is recorded that the Seller is a "producer" and "supplier" as defined in the CPA and that the Land is sold with an "implied warranty of quality" as provided for in Section 56 of the CPA being a warranty that the Land complies with the requirements and standards contemplated in Section 55 of the CPA which Section 55 provides that the Purchaser has a right to receive the Land on the basis that -

12.4.1.1 it will be reasonably suitable for the purposes for which it is generally intended;

12.4.1.2 it is of good quality, in good working order and free of any defects;

12.4.1.3 it will be useable and durable for a reasonable period of time, having regard to the use to which the Land would normally be put and to all the surrounding circumstances of its supply,

except to the extent that the Buildings have been altered after having left the control of the Seller.

12.4.2 It is however (as provided for in Section 55(6) of the CPA) recorded that -

12.4.2.1 the Purchaser agrees to accept the Land as it stands provided that the Buildings are erected in a workmanlike fashion and substantially in terms of the attached plans and specifications. (Purchaser to initial next to this provision as proof that the Purchaser has assented to this provision and that the Purchaser acknowledges the notice and his awareness of the risk and acceptance of the provision.);

12.4.2.2 in the event of a dispute as to whether the Buildings shall have been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications, the matter shall be referred to an independent architect agreed upon by the parties (or, if they cannot within three days agree, by the President of the Institute of Architects for the Gauteng Province), which architect, acting as an expert and not an arbitrator, shall determine whether the Buildings have been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications, and if he determines that same is not the case, the Seller shall do everything required by that architect until the architect is satisfied that the Buildings shall have been

erected in a workmanlike fashion and substantially in terms of the attached plans and specifications. If the said architect, after his first inspection, determines that the Buildings have been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications, the Purchaser shall pay his costs or otherwise his costs shall be paid by the Seller.

12.4.3 It is further noted by the parties that this agreement was not concluded as a result of direct marketing as defined in terms of the CPA, and that the Purchaser will therefore not be entitled to the rights afforded in terms of Section 16 of the CPA.

Initial: _____

13. PROTON INDUSTRIAL PARK PROPERTY OWNERS ASSOCIATION

13.1 With effect from the Transfer Date the Purchaser shall :

- 13.1.1 become, and whilst the Purchaser is the registered owner of the Land, remain a member of the PIPPOA;
- 13.1.2 conform to and comply with the obligations imposed upon the Members under the Memorandum of Incorporation;
- 13.1.3 conform to and comply with the Conduct Rules; and
- 13.1.4 pay all fees, levies, and/or special levies raised and charged for the time being and from time to time by the PIPPOA, the amount of which is to be determined, from time to time, by the directors of the PIPPOA. In this regard, the Purchaser acknowledges that the foregoing is intended merely as a general description of the rights and obligations of a Member, the details of which are more fully

dealt with in the Memorandum of Incorporation and the Conduct Rules.

13.2 The Purchaser is not entitled to:

13.2.1 sell the Land to any third party purchaser who has not agreed to become a Member of the PIPPOA with effect from the Transfer Date; and

13.2.2 transfer the Land into the name of any third party purchaser, unless and until, the Purchaser has received from the PIPPOA a certificate stating that all amounts owing by the Purchaser to the PIPPOA have been paid and that the third party purchaser has agreed and undertaken to confirm and comply with the provisions of this clause 13.2.

13.3 The Purchaser hereby irrevocably authorises the Seller to do and procure the doing of all such things as may be necessary to enrol the Purchaser as a member of the PIPPOA with effect from the Transfer Date.

13.4 The conditions of this clause 13 if registerable in the above form, or in some modified form, shall be registered as a condition of title in the title deed of the Land and the title deeds of all Erven. The Purchaser undertakes to sign any documents that may be required for that purpose.

14. ARCHITECTURAL REVIEW COMMITTEE

14.1 In order to maintain an attractive, harmonious and environmentally sensitive development, the Purchaser agrees and undertakes to adhere to the guidelines and the criteria applicable to the Buildings as prescribed in the Architectural Design Criteria which form part of the Supporting Documents.

- 14.2 Notwithstanding anything herein contained to the contrary, the Buildings shall be erected and the Land shall be developed strictly in accordance with the Landscape Design Criteria and Guidelines (collectively hereinafter “the Building Criteria”) after the Site Development Plan has been submitted to and approved in writing by the Architectural Review Committee and the Local Authority or any other competent authority. No work whatsoever shall commence on the Land until such time as both the aforesaid approvals have been obtained unless an authority has been obtained in writing from the PIPPOA.
- 14.3 In order to enable the Architectural Review Committee to consider any such request for approval of the Site Development Plan or any variance thereto, the Purchaser shall provide the Architectural Review Committee with :
- 14.3.1 a Site Plan – being a site plan of the Land showing the site boundaries, applicable set-back lines, site levels, outline of all built structures, external works including roads, parking, boundary treatments and external structures asset out more fully in the Architectural Design Criteria;
 - 14.3.2 a Landscape Plan – being a landscape plan prepared by the Purchaser in accordance with the Landscape Design Criteria, as set out more fully in the Architectural Design Criteria;
 - 14.3.3 Stormwater Management Plan – a stormwater management plan prepared by a suitably qualified engineer appointed by the Purchaser, in accordance with the Civil Design Criteria, as more fully described in the Architectural Design Criteria and the Engineering Guidelines;
 - 14.3.4 details of construction materials to be used.
- 14.4 The Building shall be constructed by a builder appointed by the Purchaser on behalf of the Purchaser.

- 14.5 The Seller and/or the PIPPOA are entitled, within reason, to condemn any work which is in its/their opinion sub-standard or which does not comply with the provisions of this Agreement, in which event the Purchaser shall procure that such substandard work is made good to a standard acceptable to the seller and/or the PIPPOA. Notwithstanding anything to the contrary contained in this agreement, the Seller and the PIPPOA shall not be liable for any costs and expenses incurred as a result of such rectification.
- 14.6 The conditions of this clause 14, if registerable in the above form or in some modified form, shall be registered as a condition of title in the title deed of the Land and the purchaser undertakes to sign any documents that may be required for that purpose.
- 14.7 Notwithstanding anything to the contrary herein contained, the Purchaser shall draw the attention of each prospective purchaser of the Land or any portion thereof, the builder under any building contract, any subcontractors, and their employees and /or to the Purchaser's successors in title, heirs, executors, administrators or assigns to the Land or any part thereof (collectively or individually referred to as "successors-in-title"), to the provisions of this Agreement, and specifically including the Supporting Documents, and shall procure that each of these successors in title consent in writing to assume all of the rights and obligations of the Purchaser set out therein.

15. CONTINUING BUILDING OPERATIONS

The Purchaser acknowledges that building operations will take place on the Township which may, during such building operations, result in the Purchaser's peaceful occupation of the Land being disturbed. The Seller disclaims all responsibility and liability for all and any damages suffered by the Purchaser (including consequential damages) whether in delict or otherwise, as a result of the building operations as aforesaid, and the Purchaser shall not have any claim against the Seller in this regard.

Initial: _____

16. BEACONS

16.1 The Purchaser is deemed to be acquainted with the nature, condition, beacons, extent and locality of the Land and all the burdens, encumbrances and servitudes which may exist in regard thereto, the Seller and the Seller's agents being entirely free from all liability in respect thereof.

16.2 The Seller shall not be required by the Purchaser to point out the beacons, pegs, boundaries, or boundary marks of the Land to the Purchaser.

Initial: _____

17. BREACH

In the event of any of the parties ("the defaulting party") committing a breach of any of the terms of this Agreement and failing to remedy such breach within a period of 7 (seven) days after receipt of written notice from the other party ("the aggrieved party") calling upon the defaulting party to so remedy, then the aggrieved party shall be entitled, at its sole discretion and without prejudice to any other rights in law, either to :

17.1 claim specific performance of the terms of this Agreement; or

17.2 remedy the breach of the defaulting party; or

17.3 cancel this Agreement forthwith and without further notice, or

17.4 in the event where the Purchaser is in default the Seller will be entitled to cancel this Agreement and retain as pre-estimated liquidated damages all payments the Seller has received from the Purchaser in terms of the Agreement until the date of cancellation of this Agreement;

and in all instances above, recover damages from the defaulting party including the fair and reasonable costs and expenses of remedying the breach.

18. SELLER'S WARRANTIES

Except for the warranties included in clause 12.4 hereof the Seller makes or made no warranties or representations to the Purchaser which induced this agreement save as are contained herein.

19. COMPANY TO BE FORMED

In the event of the Purchaser entering into this agreement as Agent for a Company to be incorporated then:

19.1 Where the Company is not incorporated or fails to ratify or adopt this Agreement within one (1) month of date hereof, the signatory hereof, by his signature hereto, shall be deemed to have entered into this Agreement in his personal capacity; or

19.2 Where the Company is incorporated and does ratify or adopt this agreement timeously, the signatory hereof, by his signature hereto, binds himself as surety and co-principal debtor to the Company's obligations in terms of this agreement.

20. INTEREST ON ARREARS

All arrear amounts bear interest at the prime overdraft rate as determined from time to time by a Bank nominated by the Seller, plus 2 (two) percentage points. Prime overdraft rate means the minimum overdraft rate (percent per annum) compounded monthly, from time to time generally charged by a Bank nominated by the Seller to its prime customers in the private sector, as certified by any manager of that Bank whose designation need not be proved.

21. CESSION AND ASSIGNMENT

The Purchaser shall not be entitled to pledge, cede, make over or assign his rights and/or obligations in terms of this Agreement either voluntarily or involuntarily, unless the Seller's consent, which will not necessarily be withheld, is obtained.

22. AGENT'S COMMISSION

22.1 In the event where the Agent was the effective cause of the Agreement, commission will be payable to the Agent as specified in the mandate agreement entered into by the Seller and the Agent. The Seller shall be liable for the payment of the agent's commission, if applicable, in respect of the purchase of the Land, provided that, should the Agreement be cancelled due to the breach of the Purchaser of this Agreement or its failure to carry out any of its obligations under this Agreement, the Purchaser shall be liable to pay any such commission incurred by the Seller.

22.2 If this Agreement is cancelled by virtue of the Purchaser's default the Seller shall be entitled to cede to the estate agent the Seller's right in terms of this clause to claim payment of the agent's commission from the Purchaser.

23. PURCHASER'S UNDERTAKINGS AND WARRANTIES:

23.1 The Purchaser undertakes to ensure that the Attorneys or such other attorneys as may be instructed, receive the Bank's instruction to register the mortgage bond within 14 (fourteen) days of the loan referred to in clauses 2 having been granted. The Purchaser will furnish and sign all documentation required by the Bank to enable such Bank to process the instruction.

23.2 Notwithstanding anything contained in 24.1, the Purchaser warrants that its financial position is sufficient to qualify for the requisite finance from a Bank in order to comply with its obligations in terms of this Agreement and that its application for such loan and/or finance will not be refused.

23.3 The Purchaser further warrants that :

23.3.1 no facts or circumstances presently exist which will have the effect of its application for a loan and/or finance being withdrawn before transfer;

23.3.2 Any person whose suretyship is required for the loan by the lender will execute such suretyship.

23.4 The Purchaser undertakes to commence building operations to construct the Building on the Land within twelve months from the Transfer Date and to complete the construction of the Building within 36 months from the Transfer Date. For the purpose of this clause, “construct” shall mean physical activity on the land pertaining to earthworks and “complete” shall mean the date of issue of a certificate of completion (“COC”) by the Local Authority.

24. ZONING AND BOREHOLE CONDITIONS

24.1 The Parties acknowledge that the present zoning of the Township is “Industrial 1” in terms of the Lethabong Town Planning Scheme, 1998, in terms of which a noxious industry may be established with consent from the Local Authority. Future purchasers in the Development and their successors in title or assigns are entitled to apply to the local authority for consent use, the granting of which is not guaranteed. Any application for consent use has to be approved by the PIPPOA prior to being submitted to the Local Authority.

24.2 No boreholes may be sunk on the Land without the prior written consent of the Seller first being obtained, which consent by be subject to whatever conditions the Seller may deem appropriate. It is recorded that in order to entrench the Seller’s rights pursuant to this clause, a condition shall, on

Transfer of the Land, be inserted into the title deed embodying the provisions of the said clause as a condition in title in a form acceptable to the Registrar of Deeds

25. GENERAL

The Parties acknowledge and agree that:-

- 25.1 this Agreement constitutes the entire contract between them and no provisions, terms, conditions, stipulations, warranties or representations of whatsoever nature, whether expressed or implied have been made by any of the Parties or on their behalf except as are recorded herein;
- 25.2 no relaxation, extension of time, latitude or indulgence which any Party ("the Grantor") may show, grant or allow to another ("the Grantee") shall in any way constitute a waiver by the Grantor of any of the Grantor's rights in terms of this Agreement and the Grantor shall not thereby be prejudiced or estopped from exercising any of its rights against the Grantee which may have then already arisen or which may arise thereafter;
- 25.3 no alteration, variation, amendment or purported consensual cancellation of this Agreement or this clause 26 or any deletion therefrom shall be of any force or effect unless reduced to writing and signed by or on behalf of the Parties;
- 25.4 they have undertaken to each other to do all such things, take all such steps and to procure the doing of all such things and the taking of all such steps as may be necessary, incidental or conducive to the implementation of the provisions, terms, conditions and import of this Agreement;
- 25.5 the provisions of this Agreement are binding on the heirs, successors-in-title and permitted assigns of the Parties;

25.6 This Agreement shall be interpreted according to the laws of the Republic of South Africa.

26. ADDRESSES AND NOTICES

26.1 For the purpose of this Agreement, including the giving of notices in terms hereof and the serving of legal process, the Parties choose domicilium citandi et executandi ("domicilium") as follows:

26.1.1 THE SELLER

26.1.1.1 Physical Address:

Central Property Developments Jhb (Pty)Ltd

Co. Reg. No: 2004/018352/07

Vat No: 428 0222 359

26.1.1.2 Postal Address:

P.O Box 754

Auckland Park

2006

27.1.1.3 Telephone: 011 – 315 1633

Cell phone: _____

Fax: _____

Email: _____

26.1.2 THE PURCHASER

26.1.2.1 Physical Address: _____

26.1.2.2 Postal Address: _____

26.1.2.3 Telephone: _____

26.1.2.4 Cell phone: _____

26.1.2.5 Fax: _____

26.1.2.6 Email: _____

26.2 A Party may at any time change its domicilium by notice in writing, provided that the new domicilium is in the Republic of South Africa and consists of, or includes, a physical address at which process can be served.

26.3 Any notice given in connection with this Agreement may be delivered by hand to the domicilium chosen by the Party concerned. Any notice or process delivered on any Party in connection with any matter or subject arising out of this Agreement or any notice shall be deemed to have been delivered if handed to any responsible person at the domicilium chosen by any Party and it shall not be necessary to hand such process or notice to any Party personally.

26.4 A notice given as set out above shall be presumed to have been duly delivered on the date of delivery if delivered by hand.

26.5 A notice delivered by email or fax shall be presumed to have been duly delivered on the date of delivery as indicated on the delivery report of said fax or email.

27. SIGNATURE DATE

The Signature Date of the Offer to Purchase shall be the date upon which the Seller signs this document (“the Signature Date”).

SIGNED AT _____ on this _____ day of _____ 2014.

AS WITNESSES:

1. _____
SELLER _____

2. _____

SIGNED AT _____ on this _____ day of _____ 2014.

AS WITNESSES:

1. _____
PURCHASER _____

2. _____