



**OFFER TO PURCHASE  
IMMOVABLE PROPERTY  
ON AUCTION**

**PROPERTY:**

**ERF 159 WELKOM TOWNSHIP,  
REGISTRATION DIVISION \_\_\_\_\_,  
PROVINCE OF FREE STATE**

**PID: 06862**

**SELLER:**

**TELKOM SA SOC LIMITED – REGISTRATION NUMBER:  
1991/05476/06**

**OFFEROR / PURCHASER:**

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1. **AUCTION DETAILS & OFFEROR**

1.1 **AUCTION DETAILS**

AUCTION DATE: 29 AUGUST 2024

AUCTION VENUE: THE MOUNT EDGECOMBE COUNTRY CLUB

1.2 **AUCTIONEER DETAILS**

NAME: **IN2ASSETS LEGAL (PTY) LTD**  
REGISTRATION NUMBER: **2011/000231/07**  
FIDELITY FUND CERT. (PPRA): **2023115495**  
TRUST ACCOUNT DETAILS:  
ACCOUNT HOLDER: **IN2ASSETS LEGAL (PTY) LTD**  
BANK **NEDBANK**  
ACCOUNT NUMBER **1098693795**  
BRANCH **198765**

1.3 **OFFEROR (ALSO REFERRED TO AS THE “PURCHASER”)**

[Fill in details of natural person or legal entity - choose one]

1.3.1 **NATURAL PERSON**

FULL NAME(S): .....  
IDENTITY NUMBER: .....  
MARITAL STATUS: .....  
MARRIED IN / OUT OF COMMUNITY OF PROPERTY: .....

[If the Offeror is married in community of property OR out of community of property with accrual, please complete the following:]

SPOUSE FULL NAME(S): .....  
SPOUSE IDENTITY NUMBER: .....

The spouse of the Offeror by his/her signature hereafter, consents to the transaction as envisaged herein:

SIGNATURE OF SPOUSE: .....

OR

1.3.2 LEGAL ENTITY

[Please tick one]

CC	PTY LTD	LTD	TRUST
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FULL REGISTERED NAME OF LEGAL ENTITY: .....

REGISTRATION NUMBER: .....

LAST ANNUAL TURNOVER: .....

ASSET VALUE: .....

REPRESENTED HEREIN BY: .....

IN HIS/HER CAPACITY AS: .....

(duly authorised thereto as per the attached resolution)/as per Trust Deed if trustee authorised in terms of Trust Deed)

2. INTERPRETATION & DEFINITIONS

2.1 The headings to the clauses of this Offer are inserted for reference purposes only and shall in no way govern or affect the interpretation hereof.

2.2 Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

2.2.1 "days" means, unless otherwise indicated, calendar days, and shall include Saturdays, Sundays and public holidays declared as such by the Government of the Republic of South Africa. If there is any obligation on a party to do anything within a specific number of days and the last day for fulfilment of such obligation falls on a Saturday, Sunday or public holiday, then the last day for fulfilment of such obligation shall be on the first Business Day immediately after such calendar day

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- 2.2.2 “the Acceptance Date” means the date on which the Seller accepts this Offer by signing it, which shall be not later than 30 (thirty) Business days from the date of signature of this Offer to Purchase by the Offeror;
- 2.2.3 “the Auction” means the public sale during which the Property was sold to the highest qualified bidder bidding higher than the reserve price (if any), resulting in this Offer to Purchase being signed by the Offeror;
- 2.2.4 “the Auctioneer” means the Auctioneer identified in clause 1.2;
- 2.2.5 “the Auctioneer’s Trust Account” means the bank account identified in clause 1.2;
- 2.2.6 “the Lease Agreement” means the existing Lease Agreement between the Seller and Openserve (Pty) Ltd attached hereto as Annexure G;
- 2.2.7 “the Offer Date” means the date on which this Offer is signed by the Purchaser;
- 2.2.8 “Offer” means the offer to purchase the Property made by the Purchaser to the Seller as contained in this Agreement;
- 2.2.9 “Occupation Agreement” means an agreement concluded between Swiftnet SOC Limited and the Seller or an agreement to be concluded between Swiftnet SOC Limited and the Purchaser, a copy of which is contained in the Annexures;

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- 2.2.10 “the Parties/Party” means collectively, the Seller and the Purchaser or either one of them as the context indicates;
- 2.2.11 “the Property” Erf 159 Welkom Township, Province of Free State, in extent approximately 8 921 m<sup>2</sup> (Eight Thousand Nine Hundred And Twenty One) square meters, with physical address being 52 Tempest Road, Welkom and held by Deed of Transfer T 7210/1973;
- 2.2.12 “the Purchaser” means the Purchaser as defined in 1.3 above, and also referred to as “the Offeror”.
- 2.2.13 “the Seller” means Telkom SA SOC Limited, (Registration Number: 91/05476/06) (with its successors-in-title and assigns), and shall include, where appropriate, a reference to the Seller’s agent or duly authorised facilities management service provider;
- 2.2.14 “Swiftnet” means Swiftnet SOC Limited, Registration no: 1994/009541/30, a wholly owned subsidiary of Telkom SA SOC Limited, with registered offices at the Hub, Telkom Office Park, 61 Oak Avenue, Highveld, Technopark;
- 2.2.15 “the Transfer Date” means the date on which the Property is transferred to the Purchaser, on which date this Agreement shall be deemed to be fulfilled;
- 2.2.16 “Business day” means Monday to Friday excluding Saturdays, Sundays and public holidays declared as such by the Government of the Republic of South Africa;

- 2.2.17 “SPLUMA” means the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) together with its Regulations.
- 2.3 Unless inconsistent with the context, an expression which denotes:
- 2.3.1 any gender includes the other genders;
- 2.3.2 a natural person includes a legal entity (incorporated or otherwise) and *vice versa*;
- 2.3.3 the singular includes the plural and *vice versa*.
- 2.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 2.5 When a number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the Republic of South Africa.
- 2.6 If figures are referred to in numerals and in words, if there is a conflict between the two, the words shall prevail.
- 2.7 Reference to “the Agreement” or “this Agreement” shall mean this Offer to Purchase / Deed of Sale and all annexures thereto.

### 3. **INTRODUCTION**

- 3.1 The Seller is the registered owner of the Property.
- 3.2 The Purchaser offers to purchase the Property from the Seller, on the terms and conditions herein, more fully set forth.

**4. OFFER**

- 4.1 The Purchaser acknowledges that the award of the Purchaser’s bid by the Auctioneer shall always be subject to the acceptance of the Offer to Purchase by the Seller, in the sole discretion of the Seller.
  
- 4.2 Subject to the terms and conditions of this Offer, the Purchaser hereby offers to purchase the Property, from the Seller.
  
- 4.3 The accepted Offer shall only be regarded as a valid deed of sale once signed by both Parties.
  
- 4.4 The Seller may, in its sole discretion, accept this Offer at any time within 30 (thirty) Business days, from date of signature hereof by the Purchaser during which time the signed Offer shall be irrevocable.
  
- 4.5 The Seller shall be entitled to decline the Purchaser’s Offer in its sole discretion, without having to give reasons for doing so.

**5. PURCHASE PRICE AND OTHER PAYMENTS**

**5.1 PURCHASE PRICE**

5.1.1	The purchase price at which the Purchaser offers to purchase the Property from the Seller is the sum of R _____ ( _____ ) <u>plus</u> <u>VAT</u> . This amount shall be the <b>full consideration</b> payable by the Purchaser to the Seller in respect of purchasing the Property and shall be paid as follows:	The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:  Signed by the Purchaser
5.1.2	The Purchaser shall pay a deposit of R _____ ( _____ ) which represents 10% (ten percent) of the purchase price as set out in clause 5.1.1 which amount shall be paid into the	



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<p>Auctioneer’s Trust Account in cash or by electronic transfer on the same day of the award of the bid to the Purchaser is made by the Auctioneer if paid in cash or within 24 (twenty-four) hours of the date of the award of the bid to the Purchaser, if paid by electronic transfer. If payment is made by electronic transfer, proof thereof must be submitted to the Auctioneer and payment shall only be deemed to be made once same is reflected as “Paid” or “Received “in the Auctioneer’s Trust Account together with details of the Purchaser name and Property description. Such deposit shall be held by the Auctioneer in the Auctioneer’s Trust Account, for the benefit of the Purchaser, pending the Seller’s acceptance of the Purchaser’s Offer by signing this Offer to Purchase document, whereafter the deposit shall be transferred by the Auctioneer to the trust account of the Seller’s Conveyancer, where it will be held in trust for the benefit of the Purchaser. Should the Seller elect, in its sole discretion, not to accept the Purchaser’s Offer, the deposit shall be refunded to the Purchaser by the Auctioneer without any deductions.</p>	
<p>5.1.3 The deposit envisaged in clause 5.1.2 shall be non-redeemable and shall be forfeited by the Purchaser should the Seller cancel this Agreement as a result of any breach by the Purchaser of this Agreement, without limitation to any other claims that the Purchaser and/or the Auctioneer and/or the Seller’s Conveyancer might have against the Offeror.</p>	
<p>5.1.4 Failure by the Purchaser to pay the deposit as determined above and/or the Auctioneer’s Commission as envisaged in clause 5.2 ( and buyer’s premium, if applicable) shall result in the cancellation of the award of the bid to the Purchaser by the Auctioneer, in which event the Seller reserves its right to claim quantified damages equal to the deposit set out in clause 5.1.2 above as well as all wasted costs and legal costs from the Purchaser at the scale of attorney and own client. Upon cancellation of the award, the Seller shall be entitled to proceed to sell the Property to any third party.</p>	<p><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p> <p><i>Signed by the Purchaser</i></p> <p>_____</p>

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<p>5.1.5</p>	<p>The balance of the purchase price, being R_____ ( _____ Rand) plus all outstanding VAT on the entire purchase price (if applicable) payable by the Purchaser in respect of the transaction (including VAT payable on the deposit) shall be secured by the Purchaser by delivering to the Seller's Conveyancers a bank guarantee issued by a South African bank or other registered financial institution recognised in South African law in the customary form acceptable to the Seller, within 30 (thirty) days of date of a written request by the Seller's Conveyancers to the Purchaser , such guarantee upon presentation to be payable in cash, free of exchange, at Pretoria or such other place nominated by the Seller within the Republic of South Africa on the Transfer Date.</p>	
<p>5.1.6</p>	<p>Should the Purchaser fail to deliver to the Seller / the Seller's Conveyancers the required bank guarantee or guarantees timeously, the provisions of clause 5.1.4, amended as necessary, shall apply.</p>	<p><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p>
<p>5.1.7</p>	<p>Should the purchase price or any part thereof, other than the deposit, be paid by the Purchaser prior to date of transfer of the Property to the Purchaser (as set out in clause 9 below), then and in that event, the Purchaser expressly authorises the Seller's Conveyancers to invest same on the Purchaser's behalf and for the Purchaser's benefit in an interest bearing trust account in accordance with the provisions of Section 86 of the Legal Practise Act 28 of 2014, and to transfer the purchase price (with the exception of any interest, which will be payable to the Purchaser on the Transfer Date) to the Seller upon the registration of transfer of the Property.</p>	<p><i>Signed by the Purchaser</i></p> <p>_____</p>

**5.2 AUCTIONEER'S COMMISSION**

<p>5.2.1.</p>	<p>In addition to the purchase price as referred to in clause 5.1.1 above, the Purchaser shall pay a Auctioneer's Commission to</p>	
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<p>the Auctioneer as set out in clause 10.1 below and any buyer's premium (if applicable). This Auctioneer's Commission ( including any buyer's premium , if applicable) shall not form part of the Purchase Price and shall be a separate expense for the cost of the Purchaser and shall be payable directly to the Auctioneer on the same day as the award of the bid to the Purchaser, if paid in cash or within 24 (twenty-four) hours of the date when the bid was awarded to the Purchaser, if paid by electronic transfer.</p>	<p><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p> <p><i>Signed by the Purchaser</i></p> <hr/>
<p>5.2.2. The Auctioneer's Commission plus VAT on the Auctioneer's Commission as set out in clause 10.1 below and any buyer's premium (if applicable) , shall be payable by the Purchaser upon award of the bid to the Purchaser on the same day as the award of the bid to the Purchaser, if paid in cash or within 24 (twenty-four) hours of the date when the bid was awarded to the Purchaser, if paid by electronic transfer Such Auctioneer's Commission (and buyer's premium, if applicable) shall be held by the Auctioneer into the Auctioneer's Trust Account, for the benefit of the Purchaser, pending the Seller's acceptance of the Purchaser's offer by signing this Offer to Purchase document, whereafter the Auctioneer shall retain the Auctioneer's Commission ( and buyers 'premium, if applicable) plus the VAT thereon. Should the Seller elect, in its sole discretion, not to accept the Purchaser's Offer, the Auctioneer's Commission shall be refunded to the Purchaser by the Auctioneer without any deductions.</p>	<p><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p> <p><i>Signed by the Purchaser</i></p> <hr/>
<p>5.2.3. The Auctioneer's Commission (and buyer's premium, if applicable) shall be non-redeemable and shall be forfeited by the Purchaser if the Seller cancels this Agreement as a result of any breach of this Agreement, by the Purchaser, without limitation to any other claims that the Purchaser and/or the Auctioneer and/or the Seller's Conveyancer might have against the Offeror. In addition, the Auctioneer shall be entitled to claim from the Purchaser, any wasted costs incurred by the Auctioneer in the process of selling the</p>	

<p>Property (including without limitation advertising costs, venue costs, and marketing expenses incurred by the Auctioneer pertaining to the Property).</p>	
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**6. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS**

<p>6.1 Other than the specific warranties provided for in the Consumer Protection Act (Act 68 of 2008) (“CPA”) pertaining to goods sold at auction, and/or any warranties specifically contained in this Offer, the Purchaser acknowledges that no warranties, representations or undertakings have been given or made by or on behalf of the Seller in respect of the Property, this Offer, or any sale resulting from the acceptance of this Offer.</p>	
<p>6.2 Save for any disclosures made by the Seller in this Agreement and in any other documentation as might have been provided to the Purchaser, prior to the Offer being made, the Purchaser has no knowledge of any other defects, whether latent or patent, as at date of this Offer, the Purchaser specifically acknowledges and accepts that:</p>	<p><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p> <p><i>Signed by the Purchaser</i></p> <p>_____</p>
<p>6.2.1. the Property is sold <i>voetstoets</i>;</p>	
<p>6.2.2. that the Seller has made no representations to the Purchaser regarding the suitability of the Property for any intended purpose by the Purchaser;</p>	
<p>6.2.3. that he/she/it has not specifically informed the Seller of any particular purpose for which he/she/it wishes to acquire or use the Property;</p>	
<p>6.2.4. that the Annexures to this Offer to Purchase contain pertinent information with regards to the Property, including (without limitation) information relating to known defects, title deed conditions, town planning matters / conditions / specifications and the zoning of the Property;</p>	
<p>6.2.5. that he/she/it has inspected the Property or has been granted sufficient time and ample opportunity to do so, and to obtain specific professional advice, and has inspected /</p>	<p><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p>

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<p>6.2.6. elected not (<i>please delete which is applicable</i>) to inspect the Property including any buildings thereon and/or to obtain specific professional advice, and warrants that (at the date of signature hereof) the Property is suitable for the purpose / use intended by the Purchaser for such Property; and that he has made all relevant enquiries regarding any natural hazards, environmental and geological conditions relating to the Property at his own cost and had been given ample opportunity to do so.</p>	<p align="right"><i>Signed by the Purchaser</i></p> <p align="center">_____</p>
<p>6.3 The Purchaser acknowledges that he/she/it has acquainted himself / herself / itself with the appearance, nature, condition, extent, zoning (or allowed land use) and locality of the Property as well as the registered conditions of the title deed of the Property. The Purchaser furthermore specifically warrants that he/she/it has had the opportunity to personally or through the services of a representative, visit the town planning department or relevant building inspectorate offices or such other relevant offices of the applicable local authority in whose jurisdiction the Property falls, to make pertinent enquiries regarding any unregistered town planning or land use related conditions or encumbrances including, but not limited to, any right of way over any third party property for the purpose of access to the Property or in favour of any third party over the Property, confirmation of building plans (that may exist whether on record or not regarding the Property, and/or that he/she/it has elected not to do so or has done so (<i>delete which is not applicable</i>) and nevertheless wishes to persist with the purchase of the Property. The possibility of unregistered conditions or encumbrances that may exist which do not appear in the relevant title deed which conditions may nonetheless have to be complied with, is pertinently brought to the attention of the Purchaser and the Purchaser hereby accepts the responsibility for investigating the position fully and to obtain professional advice if he/she/it deems it appropriate in the circumstances, at his/her/its cost. The Purchaser acknowledges that it will have no claim or right</p>	<p align="right"><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p> <p align="right"><i>Signed by the Purchaser</i></p> <p align="center">_____</p> <p align="right"><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p> <p align="right"><i>Signed by the Purchaser</i></p> <p align="center">_____</p>

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<p>of cancellation whatsoever against the Seller due to the nature, condition (including geological condition of the Property and of any buildings or structures thereon), location, zoning or any title deed conditions or thereof, nor for the deficiency in the size of the Property, which may be revealed on any re-survey nor shall the Seller benefit from any possible excess.</p>	
<p>6.4 The Purchaser acknowledges that the Property <u>might</u> necessitate a subdivision, consent use or a rezoning application as set out in the Annexures to this Offer to Purchase. To the best of the Seller's knowledge, at the time of acceptance of this Offer, the Seller is not aware of any reasons why such subdivision, consent use or rezoning applications might be unsuccessful. Should any such subdivision application, however, be declined by the relevant authority for any reason(s) beyond the reasonable control of the Seller, the Purchaser agrees that this Deed of Sale will terminate, and that all moneys already paid by the Purchaser into the account of the Seller's Conveyancer will be reimbursed to the Purchaser together with any interest accrued thereon , and that neither Party shall have any claim against the other Party as a result of such termination. Should the rezoning or the consent use application be unsuccessful, the Purchaser agrees that he/she /it shall not be entitled to cancel this Agreement as a result thereof and shall accept transfer of the Property with the current zoning and consent use (as applicable). The Purchaser shall, at the cost of the Purchaser, finalize all subdivision, consent use , rezoning applications or removal of any encumbrances or conditions against the Title Deed in respect of the Property as envisaged in this Offer to Purchase as expeditiously as reasonably possible, and shall give the Seller progress reports on a bi-weekly basis in this regard, and the Property shall be transferred to the Purchaser without delay upon finalization of any such application, subject to any other outstanding matters as envisaged herein. In finalizing the</p>	<p><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p> <p><i>Signed by the Purchaser</i></p> <p>_____</p>

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<p>said application(s), the Purchaser shall furthermore adhere to the Seller's requirements (as set out herein) in respect of the portion of the Property to be retained by the Seller.</p>	
<p>6.5 The Purchaser acknowledges that the transfer of the Property to the Purchaser might be subject to the prior permission of a third party being obtained as disclosed in the Annexures to this Agreement. The Seller warrants that to the best of its knowledge, at the time of acceptance of this Offer, it is unaware of any reasons why such permission should be refused. Should any relevant third party, however, refuse permission for the transfer of the Property to the Purchaser for any reason(s) beyond the reasonable control of the Seller the Purchaser agrees that this Deed of Sale will terminate, and that all moneys already paid by the Purchaser into the account of the Seller's Conveyancer will be reimbursed to the Purchaser together with any interest accrued, and that neither Party shall have any claim against the other Party as a result of such termination. The Seller shall provide reasonable assistance to the Purchaser to obtain all necessary permissions in respect of the Property as expeditiously as reasonably possibly, the costs of which will be for the Purchaser's account and the Property shall be transferred to the Purchaser without delay upon granting of such permission by the relevant third party, subject to any other outstanding matters as envisaged herein.</p>	<p align="center"><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p> <p align="center"><i>Signed by the Purchaser</i></p> <p align="center">_____</p>
<p>6.6 The Seller gives no guarantee that the subject Property's allowable land use activities in terms of the town planning scheme of the area is fit for the purposes of the Purchaser's intended use. The Seller is to the best of its knowledge unaware of any unregistered servitudes or rights of way over the Property and it shall be the obligation of the Purchaser to make the necessary enquiries in relation thereto. To the best of the Seller's knowledge, lawful access to the property is acquired as per the diagrams attached hereto or per the conditions in the Annexure and the Purchaser shall take all</p>	<p align="center"><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p> <p align="center"><i>Signed by the Purchaser</i></p> <p align="center">_____</p>

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<p>necessary steps to verify that there is a registered right of way servitude in favour of the Property.</p>	
<p>6.7 The Purchaser acknowledges and confirms that this Offer contains no provisions that are unfair, unreasonable or unjust; that no unusual risk regarding the Property has not been pertinently highlighted to the Purchaser; that any term or condition that limits the risk or liability of the Seller or that imposes an obligation on the Purchaser to indemnify the Seller, has been specifically drawn to the attention of the Purchaser prior to signing of this Offer; and that this Agreement has been written in plain and understandable language and that the Purchaser has had adequate time and opportunity to seek legal advice prior to signing hereof and that he/she/it expressly warrants indeed understanding each provision hereof. The Parties specifically confirm that their intention was at no time to contradict the Consumer Protection Act (Act 68 of 2008) (“the CPA”), and should any term or condition contained in this Offer at any time be found to infringe on the provisions of the CPA, the Parties agree that such provision shall be amended or deleted (as appropriately) so as to ensure that this Offer complies fully with the CPA to the extent that the CPA applies to this transaction.</p>	<p align="center"><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p> <p align="center"><i>Signed by the Purchaser</i></p> <p align="center">_____</p>
<p>6.8 The Purchaser warrants that it did not participate in the Auction as a representative on behalf of the Seller or the Auctioneer, or alternatively that it gave notice of its participation in the Auction as a representative of the Seller or the Auctioneer (as the case may be) in terms of Section 45(4)(b) of the CPA.</p>	<p align="center"><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p>
<p>6.9 The Purchaser acknowledges and confirms that he/she will obtain and confirm with the relevant municipalities the current zoning of the Property. Although a zoning certificate has been attached in the Annexures to this Agreement, the Seller does not warrant that the zoning for the Property is accurate, and the Purchaser accepts that the Seller cannot guarantee that the Purchaser will be successful in any application to</p>	<p align="center"><i>Signed by the Purchaser</i></p> <p align="center">_____</p>



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<p>rezone the Property. The Seller shall also not be liable to the Purchaser for any changes in the zoning made by the relevant municipality or local authority, either before the date of transfer or thereafter, unless proven to be initiated by the Seller.</p>	
<p>6.10 The Purchaser acknowledges that the Property might be occupied by tenants in terms of lease agreements signed between the Seller and the said tenants. The Purchaser furthermore acknowledges that the “<i>huur gaat voor koop</i>” rule will apply in instances where the Property is occupied by tenants, and the Purchaser acknowledges that it will consider itself bound by the said lease agreements after the date of transfer of the Property to the Purchaser. The Seller shall, after acceptance of this Offer by the Seller, provide the Purchaser with copies of relevant lease agreements upon request therefor in writing by the Purchaser.</p>	<p align="center"><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p> <p align="center"><i>Signed by the Purchaser</i></p> <p align="center">_____</p>
<p>6.11 The Purchaser acknowledges that the Property may not have separate water and/or electricity connections and/or meters. The Purchaser warrants that it has fully acquainted itself with the availability of municipal services to the Property. The Seller does not warrant that the Purchaser will be able to obtain such separate water and/or electricity connections, or additional electricity or other municipal services, from the relevant municipality and the Purchaser shall have no claim against the Seller in this regard. In addition, if the relevant municipality determines, with regards to the Property, that municipal services should be split with any other property as a condition for the registration of transfer of the Property to the Purchaser, the Purchaser shall procure, at the Purchaser’s expense, such splitting of services.</p>	
<p>6.12 The Seller does <u>not</u> warrant that the Property is <u>not</u> the subject of any land claim or any competing claims of a third party. The Purchaser acknowledges and accepts that it has made all the relevant enquires regarding any land claims against the Property or competing claims of a third party.</p>	

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<p>6.13 If the Purchaser is a legal entity or a trust, then it warrants that it is authorised in terms of its founding documents to enter into this transaction. Further, the signatory on behalf of the Purchaser furthermore warrants that it is authorised to sign on behalf of and bind the Purchaser to this transaction, and the necessary ratification to this Agreement is herewith given by the Purchaser if required.</p>	<p style="text-align: center;"><i>T</i> <i>the Purchaser</i> <i>acknowledges that these</i> <i>clauses were specifically</i> <i>brought to his/her/its</i> <i>attention:</i></p> <p style="text-align: center;"><i>Signed by the Purchaser</i></p> <p style="text-align: center;">_____</p>
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7. **POSSESSION AND RISK**

<p>7.1 The Purchaser acknowledges that the Seller does not guarantee vacant possession of the Property and further acknowledges that he/she has been informed by the Seller that there may be tenants occupying the Property (including illegal occupants). Subject to the provisions of clause 27, possession of the Property will be given to the Purchaser on the date on which the Property is occupied by the Purchaser or the Transfer Date, whichever occurs first, from which date the Purchaser shall be liable for all risks associated with the Property including but not limited to rates, taxes, electricity and water charges, eviction of illegal occupants, as well as risk of damage on the Property. The Parties agree that the Purchaser shall be deemed to have taken possession and occupation of the Property on the date when the Purchaser was placed in a position by the Seller to occupy the Property, whether the Purchaser physically took occupation of the Property or not. Should the Seller have paid any amounts in advance pertaining to the Property, the Purchaser shall, on demand, make a pro rata refund to the Seller or to the Seller's Conveyancers in respect of such advance payment for the period after the Transfer Date. Such amount(s) shall be payable on demand.</p>	<p style="text-align: center;"><i>The Purchaser</i> <i>acknowledges that this</i> <i>clause was specifically</i> <i>brought to his/her/its</i> <i>attention:</i></p> <p style="text-align: center;"><i>Signed by the Purchaser</i></p> <p style="text-align: center;">_____</p>
<p>7.2 Subject to the provisions of the Occupation and Occupational Rental clause below, the Seller shall be liable for all rates and taxes and other municipal charges levied on the Property for</p>	

<p>the period prior to registration of transfer and the Purchaser shall be liable for all rates and taxes and other municipal charges levied thereafter.</p>	
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**8. OCCUPATION AND OCCUPATIONAL RENTAL**

<p>8.1 Save for the provisions of clause 7 above, the Seller may at its sole discretion give occupation of the Property to the Purchaser prior to transfer of the Property into the name of the Purchaser.</p>	<p align="center"><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p> <p align="center"><i>Signed by the Purchaser</i></p> <p align="center">_____</p> <p align="center"><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p>
<p>8.2 If the Purchaser takes occupation of the Property prior to the Transfer Date, then the Purchaser shall be obliged to:</p>	
<p>8.2.1. conclude a written temporary early occupation agreement with the Seller pending the Transfer Date, prior to occupying the Property, on terms and conditions as determined by the Seller, which shall include:</p>	
<p>8.2.1.1. payment to the Seller of occupational rental for the occupation of the Property in the amount equal to 1% (one percent) of the full purchase price as set out in clause 5.1.1 above, per month or a part thereof, from date of occupation of the Property by the Purchaser until Transfer Date or such other date at the discretion of the Seller. The said occupational rental or compensation shall be paid monthly in advance to the Seller's Conveyancers, by no later than the 1st (first) day of every month;</p>	
<p>8.2.1.2. shall pay VAT to the extent applicable, in respect of the occupational rental; and</p>	
<p>8.2.1.3. shall pay to the Seller, all expenses in respect of water, electricity, waste disposal, sewerage costs and like expenses as are levied by a service provider in</p>	

OFFER TO PURCHASE IMMOVABLE PROPERTY ON AUCTION

<p>respect of the Property ,( excluding Rates and Taxes) , in addition to the occupational rental.</p> <p>8.2.2. In the event of the Purchaser occupying the Property or permitting any third party to occupy the Property in the absence of a written lease agreement, such occupation shall be deemed to be unlawful and the Seller shall be entitled to evict the Purchaser forthwith and claim such damages as it has suffered as a consequence of such unlawful occupation.</p>	<p><i>Signed by the Purchaser</i></p>
<p>8.3 If the Purchaser fails to pay the occupational rental or any amounts as provided in clause 8.2 above, the Seller shall have the right to forthwith terminate this Agreement and /or any lease agreement concluded in terms of clause 8.2 above and recover all amounts owing from the Purchaser. The Purchaser consents to a set off applying against any monies paid towards the purchase price, in the event of this Agreement and/ or any lease agreement terminating as envisaged herein.</p>	<p><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p> <p><i>Signed by the Purchaser</i></p>
<p>8.4 If the Purchaser is permitted by the Seller to occupy the Property prior to the Transfer Date, then the Purchaser shall not be entitled to make any alterations or additions to the Property of whatsoever nature before the Transfer Date other than as may be legally required by a competent Authority for the purpose of obtaining transfer, without the prior written consent of the Seller. The Purchaser shall be obliged in the event of the cancellation or termination of this Agreement and or any lease agreement envisaged in clause 8.2 to forthwith vacate the Property and to restore the Property in the same condition as it was prior to the Purchaser's occupation it being acknowledged by the Purchaser that it/ she / he shall have no claims or lien of whatsoever nature against the Seller arising out of any alterations or additions or improvements made to the Property by the Purchaser prior to the Transfer Date.</p>	

**OFFER TO PURCHASE IMMOVABLE PROPERTY ON AUCTION**

8.5	The Purchaser of the Property, shall not be permitted to sublet the Property prior to the Transfer Date	
8.6	The Purchaser indemnifies the Seller from liability for any claims for damages or losses of whatsoever nature which might have arisen whilst the Purchaser is or was in occupation of the Property whether incurred by the Purchaser itself or by any third party.	<i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i>  <i>Signed by the Purchaser</i>  _____

**9. TRANSFER OF THE PROPERTY**

9.1 Transfer of the Property to the Purchaser shall be affected:

9.1.1. by the Seller's Conveyancers;

9.1.2. forthwith after the later of:

9.1.2.1 the acceptance date,

9.1.2.2 the availability of the necessary approved surveyor general plan (SG Diagram) or general plan (if applicable) for the Property, or

9.1.2.3 the finalisation of the rezoning application or consent use application (if applicable) for the Property, or

9.1.2.4 the receipt of the third-party consent (if applicable) to the transfer of the Property, or

9.1.2.5 the receipt of the municipal services clearance service in respect of the Property, or

9.1.2.6 the fulfilment of any condition precedent with regards to the Property, and

9.1.2.7 subject to the Purchaser having furnished the deposit and guarantees referred to clause 5 above and having paid the costs referred to in 20.

**OFFER TO PURCHASE IMMOVABLE PROPERTY ON AUCTION**

9.2 The Seller and the Purchaser undertake immediately upon being requested to do so to sign all documents in connection with the transfer of the Property, the cancellation of any bond currently registered over the Property (if applicable) and the registration of any bonds or other deed to be registered over the Property in terms of this Agreement.

<p>9.3</p>	<p>The Purchaser is required to take all steps necessary and expeditiously to enable the Seller to transfer the Property to the Purchaser within a period of 12 (twelve) months or such longer period as agreed in writing by the Seller. Should the Purchaser fail to act expeditiously to enable the Seller to transfer the Property to the Purchaser, then the Seller shall be entitled to cancel this Offer to Purchase as set out in clause 14.</p>	
<p>9.4</p>	<p>Should the Seller be unable to transfer the Property to the Purchaser within a period of 24 (twenty four) months from the date of acceptance of this Offer to Purchase by the Seller (or any such longer period as agreed in writing between the Parties), for any reason beyond the reasonable control of both Parties then the Parties agree, that this Deed of Sale will terminate, and that all moneys already paid by the Purchaser into the account of the Seller's Conveyancer will be reimbursed to the Purchaser together with any interest accrued thereon, and that neither Party shall have any claim against the other Party as a result of such termination. To the best of the Seller's knowledge, the Seller the time of acceptance of this Offer, it is not aware of any reasons why it would be unable to give the Purchaser transfer of the Property.</p>	<p align="center"><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p> <p align="center"><i>Signed by the Purchaser</i></p> <p align="center">_____</p>
<p>9.5</p>	<p>Notwithstanding clause 9.3 above, the Purchaser shall forthwith vacate the Property and any continued occupation of the Property thereafter will be deemed to be illegal.</p>	<p align="center"><i>The Purchaser acknowledges that these clauses were specifically brought to his/her/its attention:</i></p> <p align="center"><i>Signed by the Purchaser</i></p> <p align="center">_____</p>

**10. AUCTIONEER'S COMMISSION**

10.1 It is hereby recorded that the Auctioneer was the cause of the transaction and the Auctioneer's Commission shall be payable at the rate of 5.5% (FIVE COMMA FIVE PER CENT) of the Purchase Price plus Vat thereon payable by the Purchaser, being an amount of R \_\_\_\_\_ ( \_\_\_\_\_ )  
 \_\_\_\_\_)(plus Vat)

to:

Auctioneer Name: In2assets Legal (Pty) Ltd

Contact Person: Rowena Moodley

Contact Number:031 574 7600

<p>10.2 Should the sale agreement resulting herefrom be cancelled due to the Purchaser's breach or failure, the Purchaser shall remain liable for the said Auctioneer's Commission( and any buyer's premium, if applicable) which shall, in addition to the deposit, be irrecoverable, if paid already to the Auctioneer. Should the sale agreement resulting herefrom however be cancelled due to the Seller's breach, the Seller shall be liable for the said Auctioneer's Commission to the extent that it is payable, as agreed between the Seller and the Auctioneer.</p>	<p align="center"><i>The Purchaser acknowledges that this clause was specifically brought to his/her/its attention:</i></p> <p align="center"><i>Signed by the Purchaser</i></p> <p align="center">_____</p>
<p>10.3 Upon termination of this Agreement, the Purchaser shall forthwith vacate the Property and any continued occupation of the Property thereafter will be deemed to be illegal.</p>	<p align="center"><i>The Purchaser acknowledges that this clause was specifically brought to his/her/its attention:</i></p> <p align="center"><i>Signed by the Purchaser</i></p> <p align="center">_____</p>

**11. SUPPORT**

The Parties undertake at all times to do all such things, give all consents, perform all such acts and take all such steps and procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to

them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Offer and any resultant sale.

**12. COMPLIANCE CERTIFICATES AND BUILDING PLANS (WHERE APPLICABLE)**

<p>12.1. In order for the Seller to comply with the provisions of Regulation R2920 as contained in Government Gazette Number 1435 dated 23 October 1992, the Parties agree that if there are any installations present on the Property, which require the Purchaser to obtain the requisite certificate of compliance for the Property (if applicable), then the Purchaser shall obtain same prior to the transfer. All costs involved shall be for the account of the Purchaser.</p>	<p align="center"><i>The Purchaser acknowledges that this clause was specifically brought to his/her/its attention:</i></p> <p align="center"><i>Signed by the Purchaser</i></p> <p align="center">_____</p>
<p>12.2. The Purchaser acknowledges that the Property might not comply with certain provisions of SPLUMA by virtue of the fact that the Seller had acquired the Property prior to the implementation of SPLUMA. The onus will be on the Purchaser to ensure that there is compliance with any relevant provisions in SPLUMA, not later than 6 (six) months of the Acceptance Date or such longer period as agreed between the Parties.</p>	<p align="center"><i>The Purchaser acknowledges that this clause was specifically brought to his/her/its attention:</i></p> <p align="center"><i>Signed by the Purchaser</i></p> <p align="center">_____</p>
<p>12.3. Any costs incurred for compliance with SPLUMA will be for the account of the Purchaser.</p>	<p align="center"><i>The Purchaser acknowledges that this clause was specifically brought to his/her/its attention:</i></p> <p align="center"><i>Signed by the Purchaser</i></p> <p align="center">_____</p>
<p>12.4. The Purchaser acknowledges herewith that they have inspected the Property and improvements and is fully aware that no approved building plans are available or have been approved or issued in respect of the existing improvements / Property. The Seller is only in possession of As Built plans / drawings. All costs pertaining to updating, passing and obtaining the necessary approvals of the building plans will be solely for the Purchaser's account. The Purchaser acknowledges that he/she/it/they will have no claim against the Seller or the Auctioneer in respect of</p>	<p align="center"><i>The Purchaser acknowledges that this clause was specifically brought to his/her/its attention:</i></p> <p align="center"><i>Signed by the Purchaser</i></p> <p align="center">_____</p>



<p>any discrepancies, defects and/ or building plans that may / may not have been disclosed to the Purchaser.</p>	
<p>12.5. The Purchaser furthermore acknowledges and is fully aware that no occupation certificate is available or has been issued in respect of the existing improvements / Property. The Purchaser acknowledges that it shall, at its sole cost, obtain an occupancy certificate as required in accordance with the National Building Regulations and Building Standards Act 103 of 1977. The Purchaser acknowledges that it will have no claim against the Seller or the Auctioneer in respect of any discrepancies or occupation certificates defects that may / may not have been disclosed to the Purchaser.</p>	<p align="center"><i>The Purchaser acknowledges that this clause was specifically brought to his/her/its attention:</i></p> <p align="center"><i>Signed by the Purchaser</i></p>

**13. INDIVISIBLE TRANSACTION**

This Offer and any resultant sale shall be indivisible.

**14. BREACH**

14.1 If at any time prior to registration of transfer of the Property:

14.1.1 either Party is sequestrated, liquidated, placed in business rescue, liquidation or under administration, whether voluntary, compulsory, final or provisional, or compounds or enters into an arrangement of compromise with its creditors; and/or

14.1.2 allows a judgment against it to remain unsatisfied for more than 14 (fourteen) days (save and except where a bona fide appeal or application for rescission has been lodged and duly proceeded with); and/or

14.1.3 save for any provision elsewhere in this Offer which contains its own remedy(ies) for breach or failure, if either Party commits any breach of the terms and conditions hereof or fail to pay any monies payable hereunder on due date of payment, and fail to remedy such breach or make such payment within 14 (fourteen) days after the date of written notice requiring the defaulting party to remedy such default, or make such payment;

**OFFER TO PURCHASE IMMOVABLE PROPERTY ON AUCTION**

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then in such event/s, the non-defaulting Party shall have the right but without detracting from its further or alternative rights and remedies, to cancel this or any resultant sale without prejudice to any claim which it may have for damages for breach of contract or otherwise.

14.2	If the Seller elects to cancel this Offer and the resultant sale, as a result of the Purchaser's breach of this Agreement prior to the Transfer Date, any amount paid by the Purchaser including the Auctioneer's Commission, any deposit and any interest accrued on the deposit and any disbursements in pursuance of the transfer shall be non-redeemable and shall be forfeited by the Purchaser.	<i>The Purchaser acknowledges that this clause was specifically brought to his/her/its attention:</i>  <i>Signed by the Purchaser</i>  _____
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**15. NON-EFFECT OF WAIVER OF BREACHES**

15.1 Any waiver by either Party of any breach of any of the terms or conditions of this Offer or any resultant sale by the other Party shall not prejudice any remedy of the waiving Party in respect of any continuing or other breach of the terms and conditions hereof.

15.2 No favour, delay, relaxation or indulgence on the part of either Party in exercising any power or right conferred on it in terms of this offer or any resultant sale shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any power or right in terms hereof.

15.3 The expiry or termination of this offer or any resultant sale shall not prejudice the rights of either Party in respect of any antecedent breach or non-performance by the other Party of any of the terms or conditions hereof.

**16. JURISDICTION**

Without prejudicing either Party's right to institute an action in the Magistrate's Court, the Purchaser agrees to submit to the jurisdiction of the High Court in respect of any action or proceeding arising from this offer or resulting deed of sale.	<i>The Purchaser acknowledges that this clause was specifically brought to his/her/its attention:</i>
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	<p>Signed by the Purchaser</p> <p>_____</p>
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17. **RESTRAINT OF ALIENATION**

<p>The Purchaser may not in any manner whatsoever, prior to the Transfer Date, alienate, assign, cede, transfer, sublet or trade his/her/its rights and interest under this Agreement nor resell nor lease the Property.</p>	<p><i>The Purchaser acknowledges that this clause was specifically brought to his/her/its attention:</i></p> <p>Signed by the Purchaser</p> <p>_____</p>
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18. **COOLING OFF**

<p>18.1 The Purchaser acknowledges that this offer and any resultant sale is not <u>the result of “direct marketing” as</u> envisaged in the Consumer Protection Act (Act 68 of 2008) (the “CPA”), in terms of which the Purchaser would have the right to revoke this Offer, within 5 (five) Business days of acceptance of this Offer by the Seller by delivery of a written notice to that effect to the Seller within the said 5 (five) Business day period (“the revocation notice”) or within 5(five) Business days of registration of transfer of the Property, resulting in a refund of the Purchase Price already paid or any portion thereof within 15(fifteen) Business days of the Seller receiving “the revocation notice” if no transfer of the Property had taken place or within 15 (fifteen) Business days of re-transfer of the Property to the Seller (which re-transfer shall be at the cost of the Purchaser) <b><u>The Purchaser acknowledges that this Offer and the resultant sale is the result of a public auction at which the Purchaser made an Offer and consequently the provisions contained in the CPA relating to the cooling off period shall not be applicable to this this specific transaction.</u></b></p>	<p><i>The Purchaser acknowledges that this clause was specifically brought to his/her/its attention:</i></p> <p>Signed by the Purchaser</p> <p>_____</p>
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18.2	<p>In terms of Section 29A of the Alienation of Land Act of 1981 as amended("ALA") a purchaser of immovable property has the right to revoke his or her offer or terminate any resulting deed of sale as the case within 5 (five) days of signature hereof by the purchaser by delivery or written notice to that effect to the seller or its agent within the said 5 (five) day period. <b><u>The Purchaser acknowledges and accepts that this specific transaction arose as a result of a public auction, where the Purchaser made an Offer and that the provisions of section 29A of the ALA, shall not apply to this specific transaction.</u></b></p>	
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19. **WHOLE AGREEMENT**

19.1 This offer and any resultant sale shall constitute the whole agreement between the Parties hereto.

19.2 No variation, modification or waiver of any provisions of this offer or any resultant sale, or consent to any departure there from, shall in any event be of any force or effect unless confirmed in writing and signed by the Parties, and then such variation, modification, waiver or consent shall be effective only in the specific instance and for the purpose and to the extent for which made or given.

19.3	<p>The Purchaser warrants to the Seller that all consents required in terms of the Matrimonial Property Act No. 88 of 1984 have been duly furnished and that any breach hereof may be dealt with by the Seller, at its discretion, either as an automatic cancellation of this Agreement in terms of the provisions of clause 5.1.4 above, amended as necessary, or in terms of clause 14 above.</p>	<p><i>The Purchaser acknowledges that this clause was specifically brought to his/her/its attention:</i></p> <p><i>Signed by the Purchaser</i></p> <p>_____</p>
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20. **COSTS**

	<p>The costs of and incidental to giving effect to the provisions of this offer, including (without limitation) the obtaining of the consents related to the Property, the preparation of any</p>	<p><i>The Purchaser acknowledges that this clause was specifically</i></p>
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**OFFER TO PURCHASE IMMOVABLE PROPERTY ON AUCTION**

<p>necessary sketch plans, the framing and approval of the necessary sub-divisional diagrams, if applicable, all other expenses of and incidental to complying with subdivision conditions (if applicable) and/or the registration of transfer of the Property, plus VAT as applicable, shall be borne and paid by the Purchaser, it being recorded that the Seller is a vendor for purposes of value-added tax. All costs as envisaged herein payable to the Seller and/or to the Seller's Conveyancer, shall be paid by the Purchaser within 7 (seven) days of demand therefor by the Seller and/or the Seller's Conveyancer.</p> <p>The Purchaser will be liable for VAT. <u>The sale of the Property is <b>NOT</b> a sale of an enterprise as a going concern.</u></p>	<p style="text-align: right;"><i>brought to his/her/its attention:</i></p> <p style="text-align: right;"><i>Signed by the Purchaser</i></p> <hr style="width: 100%;"/>
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21. **DOMICILIA**

21.1 The Parties hereto respectively choose *domicilium citandi et executandi* for all purposes of and in connection with the Offer as follows:

21.1.1 **The Seller:** c/o Gyro Group (Pty) Ltd

**Physical Address:**

**General Notices:**

C/o CBRE Excellerate  
Excellerate on Summit  
3 A Summit Road  
Hyde Park  
Johannesburg  
2196

**Legal Notices:**

Telkom Legal Services  
2<sup>nd</sup> Floor  
The HUB  
Telkom Park  
61 Oak Avenue  
Highveld Techno Park

**OFFER TO PURCHASE IMMOVABLE PROPERTY ON AUCTION**

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Centurion  
0157  
Email: [legalservices@telkom.co.za](mailto:legalservices@telkom.co.za)  
Phone: 012 311 4052

**Postal Address:** C/O CBRE Excellerate  
P O Box 1455  
Saxonwald  
South Africa  
2132

21.1.2 The Purchaser: \_\_\_\_\_

**[To be completed by Purchaser]**

**Physical Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Postal Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Cell phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

21.2 The Parties hereto shall be entitled to change their *domicilium* from time to time, provided that any new *domicilium* selected by them shall be situated in the Republic of South Africa, and any such change shall only be effective upon receipt of notice in writing by the other Party of such change.

21.3 All payments to be made pursuant to this offer and any resultant sale, and all notices, demands or communications intended for either Party, shall (unless specifically otherwise indicated) be made or given at such Party's *domicilium* for the time being by prepaid registered post, telefax or hand delivery and, if forwarded by prepaid registered post in a correctly addressed envelope, shall be deemed to have been made, given and received 10 (ten) days after the date of posting, and if sent by telefax on the day of successful transmission, and if delivered by hand on the actual day of delivery during business hours.

22. **SURVEY PEGS**

The Seller shall not be liable to point out to the Purchaser the surveyor's pegs in respect of the Property.

23. **FORCE MAJEURE**

If *vis major* or *force majeure* or *casus fortuitus* ("the interrupting circumstances") cause delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder and unless the affected provision contains its own remedies in this regard, this Agreement, or as the case may be, the effected portion thereof shall be suspended for the period during which the interrupting circumstances prevail, but if they affect any material part of the Agreement only for a maximum period of 10 (ten) days, whereafter the Agreement shall lapse, whereafter any affected Party shall be entitled on 10 (ten) days' written notice to cancel this Agreement. Written notice of the interrupting circumstances specifying the nature and date of commencement thereof shall be dispatched by the Party seeking to rely thereon (on whom the onus shall rest) to the other/s as soon as reasonably possible after the commencement thereof. Written notice of the cessation of the interrupting circumstances shall be given by the Party who relied thereon with 10 (ten) days after such cessation. No Party shall subsequently be obliged to comply with the obligations suspended during such period. The Party

whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such Party shall give notice to that effect with the written notice of the interrupting circumstances as provided above, to extend the period of performance of such Parties obligations in terms of this Agreement by a period equal to the time that its performance is so prevented. For the purposes hereof *vis major* and *force majeure* include acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations that have the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, illegal strikes, interruption of transport, lockouts, inability on the part of the Seller as a result of *force majeure* of the nature contemplated in this clause to give occupation to the Purchaser, flood, storms, fire or (without limitation *eiusdem generis*) any other circumstances beyond the reasonable control of the Party claiming *force majeure* or *vis major* and comprehended in the terms *force majeure* or *vis major*.

24. **GOVERNING LAW**

This Agreement will be governed and interpreted under the laws of the Republic of South Africa applicable to agreements made and performed in South Africa.

25. **SEVERABILITY**

If any of the provisions or any portion of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provisions or portion thereof, and the rights or obligations of the Parties hereto will be construed and enforced accordingly.

26. **COUNTERPARTS**

The Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.



27. **SPECIAL CONDITIONS**

- 27.1 If applicable, and if requested in writing by the Seller, the Purchaser consents to enter into a lease agreement with the Seller and/ or an Occupation Agreement with Swiftnet SOC Limited (“Swiftnet”) which is a wholly owned subsidiary of the Seller in respect of the Seller’s or Swiftnet’s continued occupation of the whole or part of the Property, from the Transfer Date until such time as the Seller or Swiftnet, in its sole discretion has vacated the Property. The rental payable by the Seller to the Purchaser shall be \_\_\_\_\_per month and/ or compensation payable by Swiftnet to the Purchaser shall be \_\_\_\_\_per month. The lease agreement and/ or Occupation Agreement as envisaged in this Clause 27 shall be subject to the terms and conditions contained in the attached lease agreement and/or Occupation Agreement (whichever is applicable).
- 27.2 If applicable, where there is an existing Occupation Agreement between the Seller and Swiftnet, the Purchaser shall be obliged to uphold the terms and conditions of such Occupation Agreement.
- 27.3 The Purchaser acknowledges that this Agreement is concluded with an existing Lease Agreement between the Seller and Openserve (Pty) Limited (“Openserve”), according to the terms and conditions contained in the attached Lease Agreement marked Annexure G. The total space requirements for Openserve in terms of the Lease Agreement are as indicated in Annexure H. The total space that Openserve will occupy in terms of the Lease Agreement is 300 m<sup>2</sup> (three hundred square metres) (the “Premises”).

- 27.4 The rental payable by Openserve to the Purchaser shall be at the agreed upon market related rental between Openserve and the Purchaser.
- 27.5 The Premises that Openserve will occupy as detailed in Annexure H comprise the following:
- 27.5.1 Vault (underground area where cables enter the building from the outside manhole);
- 27.5.2 Equipment Room;
- 27.5.3 Shoots (ducts in between floors where cables pass through); and
- 27.5.4 Multi-Services Access Node (MSAN) outside the building within the perimeter not exceeding 10 (ten) square metres.
- 27.6 By signature of this Agreement, the Purchaser acknowledges that it has been notified that Openserve is also currently occupying the equipment building on the Property. Notwithstanding the Transfer Date, Openserve shall continue to occupy the equipment building without paying any consideration until 31 March 2025, whereafter Openserve shall consolidate its occupation to the Premises including shoots as detailed in Annexure H and continue to occupy the Premises in accordance with the terms and conditions of the Lease Agreement.
- 27.7 The Purchaser agrees to provide Openserve with access to the Property as and when required by Openserve without limitation, for purposes of accessing the Premises, the fourth floors, the goods lift and the equipment building.

28. **MOVABLE ASSETS**

It should be noted that all movable assets are specifically excluded from the sale of the Property.

29. **EXECUTION**

[Select one of the following]

**NATURAL PERSON/S**

This Offer is executed by (Mr. / Mrs. / Ms. / Dr. / Prof. Etc.)

\_\_\_\_\_  
(ID no: \_\_\_\_\_)

AND,

if married in community of property, (Mr. / Mrs. / Ms. / Dr. / Prof. Etc.)

\_\_\_\_\_  
(ID no: \_\_\_\_\_)

**OR**

**MEMBERS, DIRECTORS OR TRUSTEES OF THE COMPANY / CLOSE CORPORATION / TRUST**

This offer is executed for and on behalf of the Purchaser by \_\_\_\_\_, identity number: \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of the Purchaser, he/she being duly authorised hereto by virtue of a resolution of the directors or members or trustees or beneficiaries, as the case may be, of the Purchaser.

Signed at \_\_\_\_\_ on this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
PURCHASER

**OFFER TO PURCHASE IMMOVABLE PROPERTY ON AUCTION**

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\_\_\_\_\_  
PURCHASER

This offer is accepted for and on behalf of the Seller by \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ duly authorised hereto.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**WITNESSES:**

1. \_\_\_\_\_  
2. \_\_\_\_\_  
SELLER

Co- Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**WITNESSES:**

1. \_\_\_\_\_  
2. \_\_\_\_\_  
SELLER

**ANNEXURES:**

Annexure A – List of Defects

Annexure B – Declaration

Annexure C – Copy of Title Deed

Annexure D – Zoning certificate

Annexure E – SG Diagram

Annexure F – Copy of buyer's Fica documents, including a copy of their entity resolution

Annexure G – Lease Agreement (Telkom / Openseve)

Annexure H- Plan of Areas occupied by Openseve

Annexure I- Rules of Auction

Annexure J- Swiftnet Occupation & Use Agreement

Annexure K- As Built Plans