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Member of thÂ»
Institute of Estate
Agents of 3.A,

& Citoi.f) 6

IX) FAX:

0944 81 8830629

FROM FAX: SOUTH AFRTCA 011 8453320

DIXIE WARING

VF.RY URGENT1.

MR OR MRS TAMBO OONTACi' DIXIE - TELEPHONE
BENONI 845 3320 OR 422 2815/6 OR AFTER 7PM
AT 848 1301.

REQUEST GUARANTEES ON OR BEFORE 31.3.91.

URGENT, URGENT.

27111 MARCH, 1991

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TRANSFER AND/OR BANK OR BUILDING SOCIETY
THE FOLLOWING INFORMATION IS REQUIRED FOR THE PURPOSE
OF TRANSFER AND/OR BANK OR BUILDING SOCIETY
XOAN APPLICATION

_____ .fe. _____ -JaiHjJMASEB-

Full Names I-O. Number
.....

Husband's Full Names; I D. Number
.....

! How married (in Community of Property/Out of Community of Property/Married outside the Republic of South Africa) or Widow,

Spinster, Divorcee, etc.....
.....

! Date of Marriage *Soo footnote

Date of Birth Place of Birth
.....

Present Addressâ-
.....

Postal Address
.....

Telephone Number (Business)(Residential
)

Place of Business, or Employment
.....Period Employmentyears

} Occupation Monthly income Salary
H
.....

f/< Mo m #S'S 06

Bonus n

Company Car R
.....

x

Signed..... Purchaser TOTAL ft.....
.....

I certify that the above information is true and correct

Sr.Li.Efl

Full Names: 1.0. Number
.....

Husband's Full Names..... * 1.0. Number.
.....

How married (in Community of Property/Out of Community of Property/Married outside the Republic of South Africa) or Widow,

j Spinster, Divorcee, etc.....;

Date of Marriage..... 'Soo t'ootnoto

Date of Birth Place of Birthj.....
.....

Date of Birth Place of Birth
.....

Present Address
.....

i Postal Address
.....

Telephone Number (Business).....(Residential).....
.....

Conveyancer's Name.....
.....

present First Mortgage Bondholder or Other..... A/C No
... Amount

Present Second Mortgage Bondholder or Other .., ... Amount .
.....

*f married in Community of Property after 1.11.1904, or if a notarial contract was entered into in terms of Sod 25(2)(a) addendum has to be signed.

Agent _____,...v.....:

not be liable for any deficiency in extent which may be revealed on any re-survey nor shall the Seller benefit from any possible surplus.

The Property is sold "Voetstoots" and the Seller does not give any warranties or guarantees in respect of any latent or patent defects which are now existent or may later become apparent

The Purchaser acknowledges that he has inspected the property and is fully satisfied with his satisfaction at the nature thereof,

9. RECTIFICATION OF DESCRIPTION

If the Property has been, erroneously described herein, such mistake or error shall not be binding on the Seller but the description of the Property as set out in the Seller's Deed shall apply and in such event the parties agree to the rectification hereof to conform to the intention of the parties.

10. DOMICILIUM

The parties hereby choose domicile for the delivery of all notices and/or processes arising herefrom at the addresses set out for them in the Preamble, and any change thereof shall be conveyed to the relevant party by prepaid registered post

11. IF LET TO TENANTS (Delete If not applicable;

The Purchaser is hereby notified that, the Property is let to tenants and that the purchase is made Subject to the tenant's rights under an agreement of tenancy and the Law and Regulations protecting and relating to tenants, and that If the Purchaser requires occupation of the Property, it will be necessary for the Purchaser to make arrangements direct with the tenants. The Seller therefore gives no warranty that the Purchaser will obtain actual occupation of the Property, on the date provided in Clause F and shall not be liable to the Purchaser for any damages the Purchaser may suffer as a result of the Purchaser's inability to occupy the property

12. COMPANY OR CLOSE CORPORATION TO BE FORMED

12.1 Should the Purchaser have signed this Agreement as Trustee for a Company or Close Corporation to be formed, such Company or Close Corporation shall be formed and registered on or before the Condition Fulfilment Date and shall thereafter ratify and adopt the provisions of this Agreement made for its benefit within 15 (fifteen) days of the date that it is formed,

12.2 Should such Company or Close Corporation not be formed immediately for having been formerly not ratify and adopt the provision of this Agreement made for its benefit timeously the signatory shall be deemed to be the Purchaser for all purposes hereunder and shall have all the rights of and be subject to all the obligations of the Purchaser as though the formation of a Company or Close Corporation were not even

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12.3 In the event of the timeous formation of the Company or Close Corporation and the ratification and adoption of this Agreement timeously, the signatory hereto as offeror shall nevertheless be deemed to have signed this Agreement as surety in solidum for and co-principal debtor with such Company or Close Corporation under renunciation of the benefits of excussion and division

13. NOMINEE! r

13.1 Should the Purchaser have signed this Agreement with the right to nominate another party (the Nominee") to be the Purchaser, then the Nominee shall within twenty-four hours of the signing of this

Agreement by the Seller be identified and shall simultaneously ratify and adopt the provisions of this

Agreement.

13.2 Should such Nominee not be identified timeously or having been identified not ratify and adopt the provisions of this Agreement timeously, the signatory shall be deemed to be the Purchaser for all purposes hereunder and shall have all the rights of and be subject to all the obligations of the Purchaser as though a Nominee had not even been contemplated.

13.3 In the event of the identification of a Nominee timeously and in the event of the ratification and adoption of this Agreement made for his benefit timeously, the signatory hereto as offeror shall nevertheless be deemed to have signed this Agreement as surety in solidum for and co-principal debtor with such Nominee under renunciation of the benefits of excussion and division.

14. If- PURCHASER IS A MARRIED WOMAN

In the event of the Purchaser being a married woman, her husband shall be personally bound by his Signature

as assisting her as the foot hereof as surety and co-principal

debtor In -solidum for the fulfilment of all the Purchaser's

Obligation in terms hereinafter to sign as surety and co-principal debtor in solidum in respect of the loan referred to under Clause E if such signature is required by the Mortgage) granting the said loan.

15, OCCUPATION PRIOR TO TRANSFER

If occupation is given to the Purchaser before the date of transfer:

(a) Purchaser shall not be entitled to make any alterations to the Property before transfer without the prior written consent of the Seller, which consent shall be at the Seller's sole and absolute discretion;

(b) the Purchaser or any person holding the Property through him, shall vacate the Property on cancellation of the lease for any reason whatsoever, it being agreed that no tenancy shall be created by any such prior

occupation.

16, "SOLD BOARD OF AGENT"

As stipulated for the benefit of the Agent the parties hereto agree that, the Agent shall be entitled to display a "Sold Board" prominently and facing the street or road alongside which the Property is situated for a period of two months after the signing of these presents.

17, AGENT AS PARTY TO THE CONTRACT

It is recorded that the Agents accept the benefits conferred to them in terms hereof and that they are a party to this Contract in the virtue of its Signature hereto,

18, JURISDICTION

For the purpose of all or any proceedings hereunder (including any claim by the Agent for Brokerage Fee) the Parties consent to the Jurisdiction of the Magistrate's Court in terms of Section 28 of Act 32 of 1944 (as amended).

19. It is recorded that this constitutes the entire agreement between the parties and that no amendment to, alteration of, or addition to the conditions herein contained shall be binding upon the parties unless such amendment, alteration or addition is reduced to writing and signed by both parties hereto, and no warranties or representations whatsoever have been given or made by the Agent or the Seller regarding the property other than contained herein.

20. SPECIAL CONDITIONS'

(A) Tho Seller acknowledges that all items In or on the Property that fire f
ixed in any manner to tho wallis, ceilings,
floor, doore or ground, represent fixUims and as such may not bo remove
d unless agreed to in writing between

the Parties.

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THUS DONE AND SIGNED BY THE PARTIES AS INDICATED BELOW:

By Tho Seller at (place)_____ By the Purchase! at (plac
e)_

this_____

ul _

____day of ____

____am/pm.

1Q

trus

..... day of

19_____

who acknowledges that no Warranties or Representations
whatsoever have been given or made by the Agent or the

Seller legai'ding the Property, other than contained herein.

SF.ILFR

PURCHASER

WITNESS

WITNESS

ASSISTED IN SO FAR AS NEEDS BE BY ME,
THE PURCHASER'S HUSBAND BINDING MYSELF IN
TERMS OF CLAUSE 13 HEREOF.

_ at

on this

_____ day of

THUS DONE AND SIGNED BY THE AGENT _____

_____ ... 19 . _____ in acceptance of the Benefits of the Contract (

Stipulate Alton) reflected in Clauses (1)

and (2),
for and on behalf of McKirdy & McGill Estate Agents cc CK 69/16173/23
Trading as McKirdy & Schlemmer Real Estates.

I hereby request* McKirdy & Schlemmer Real Estates to hold my deposit
of R ... _____

Registration of Property
SIGNATURE X _____

) in an interest bearing account until
_____ into my name,

WITNESS .