



AGREEMENT OF SALE

BEFORE OPENING OF A SECTIONAL TITLE REGISTER

Between

CORPORATE AONE TRADE AND INVEST 8 (PROPRIETARY) LIMITED

Registration Number 2008/005234/07

("the Seller")

And

("the Purchaser")

Sale of Sectional Title Unit	
Phase	: <u>ST2</u>
Unit No	: <u>H1</u>
Parking Bay No.	: _____
Estate Agent	: _____
Estate Agent No.	: _____

COVERING SCHEDULE

1. PARTIES			
1.1	Seller:	Corporate Aone Trade and Invest 8 (Pty) Ltd Registration Number: 2008/005234/07	
	Address:	MSP Chambers 4 Howick Slot Tyger Falls, Bellville, 7530	
1.2	Purchaser (full names):		
	Identity No. / Registration No. / Date of Birth:		
	Purchaser's Income Tax Reference No.:		
	Representative's full names (if signing on behalf of a legal entity) :		
	Residential Address (street address):		
	Postal Address:		
	Marital Status:	Single	Married
	(How married?)	in community of property	
		out of community of property without accrual	
		out of community of property with accrual	
		foreign marriage	
	If foreign marriage, governed by the laws of:	(state country)	
	Married by Customary Law:		
	Names Full of Spouse:		
	Identity No. / Date of Birth:		
	Telephone No:	(Home)	
		(Work)	
		(Cell)	
	Fax:		
	E-mail Address:		
	Name of alternative contact person:		
	Telephone No:	(Home)	
		(Work)	
		(Cell)	
	Fax:		
	E-mail address:		
	Residential address (Street):		
2. SUBJECT MATTER			
2.1	Phase	ST2	
2.2	Unit:	Unit No:	
		Extent:	(approx.)
2.3	Parking bays:	Parking bay number:	

3. PURCHASE PRICE	
3.1 Purchase price of Unit and 1 parking bay (Inclusive of VAT)	R
3.2 Deposit	R
3.3 Balance on Transfer Date	R
3.3.1 Cash	R
3.3.2 Loan Amount	R
3.4 Date for payment of the Deposit	7 (Seven) days after the Signature Date
3.5 Date Loan must be granted by	Within 30 (Thirty) days after the Signature Date or such extended period as the Seller may allow, in its sole discretion
4. ESTIMATED OCCUPATION DATE	
Date:	
5. ESTIMATED TRANSFER DATE	
Date: (as close as possible to the Occupation Date)	
6. ESTIMATED LEVY (EXCLUDING RATES)	
6.1 Unit:	R225.00
6.2 Parking bay:	R25.00
6.3 Total Estimated Levy (excluding rates):	R250.00
7. ESTIMATED RATES & TAXES	
Rates and taxes	Determined by the Local Authority
8. TRANSFERRING ATTORNEY	
Name of Attorney:	Mostert & Bosman (Pieter Goosen) MSP Chambers 4 Howick Slot, Tyger Falls, Bellville, 7530 Tel: (021) 914 3322 pieterg@mbalaw.co.za
9. BOND BROKER	
9.1 Name:	I-Mortgage Contact person: Hugo Vermeulen (021) 914 6703 hugo@i-mortgage.co.za

9.2 Name:	PA BETTERBOND (PTY) LTD Registration Number: 1996/016233/07 Contact person: BA Frank 084 312 6797 ba@shopritehomeloans.co.za
10. ESTATE AGENT	
Company:	
Agent:	
Address:	
Telephone number:	
Email:	

TABLE OF CONTENTS

<u>No</u>	<u>Clause Heading</u>	<u>Page No.</u>
1.	PARTIES	7
2.	INTERPRETATION	7
3.	RECORDAL	12
4.	SALE	12
5.	PURCHASE PRICE	13
6.	CONDITION PRECEDENT - LOAN	14
7.	VAT	16
8.	CANCELLATION	16
9.	TRANSFER AND TRANSFER COSTS	17
10.	CO-OPERATION TO EXPEDITE TRANSFER	18
11.	EXTENT, ONEROUS CONDITIONS AND WARRANTIES	18
12.	VOETSTOOTS	20
13.	POSSESSION AND OCCUPATION	20
14.	UNIT LAY OUT AND SPECIFICATIONS	21
15.	COMPLETION AND HAND OVER	22
16.	CONDITIONS APPLICABLE PENDING TRANSFER	23
17.	UNDERTAKINGS BY THE SELLER	24
18.	PHASED DEVELOPMENT	25
19.	NATIONAL CREDIT ACT AND OUTSTANDING TAXES	25
20.	CAPACITY OF PURCHASER	26
21.	BODY CORPORATE	26
22.	PARTICIPATION QUOTAS	27
23.	LEVIES	27
24.	DEBIT ORDER AND QUANTUM OF LEVIES	29
25.	MANAGING AGENT	29
26.	RESALE OF PROPERTY PENDING TRANSFER	30
27.	BROKERAGE	30
28.	NUMBER CHANGES	30
29.	RIGHT OF CESSION	30
30.	BREACH	31
31.	NOTICE AND DOMICILIA	32

32.	GENERAL	32
33.	CONDITION PRECEDENT IN FAVOUR OF THE SELLER	33
34.	PURCHASER'S RIGHT OF TERMINATION	34
35.	OFFER	35

ANNEXURES

ANNEXURE A: Drawings, Elevation and building floor plan

ANNEXURE B: Finishes and Specifications

ANNEXURE C: Capacity of Purchaser

ANNEXURE D: List of Preliminary Participation Quotas

ANNEXURE E: FICA Requirements

ANNEXURE F: SDP

ANNEXURE G: Estimated Budget and Levies

ANNEXURE H: Parking layout plan and parking bay allocation

1. PARTIES

1.1. SELLER

The Seller means the Party as more fully described in Clause 1.1 of the Covering Schedule.

1.2. PURCHASER

The Purchaser means the Party as more fully described in Clause 1.2 of the Covering Schedule.

2. INTERPRETATION

In this Agreement:

- 2.1. unless the context clearly indicates otherwise, words importing the singular shall include the plural, words importing the masculine, feminine or neuter shall include the others or such genders, and words importing persons shall include bodies corporate, and vice versa in each instance;
- 2.2. expressions with reference to writing shall be construed as including reference to printing, lithography, photography and other modes of representing or reproducing words in visible form;
- 2.3. when any number of Days is prescribed, the same shall be reckoned exclusively of the first and inclusively of the last Day unless the last Day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last Day shall be the next succeeding Day which is not a Saturday, Sunday or public holiday;
- 2.4. where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail;
- 2.5. if any provision of this Agreement is in conflict or inconsistent with any Law, the invalidity of any such provision shall not affect the validity of the remaining provisions of this Agreement, and the terms and expressions which are defined in the Sectional Titles Act, unless specifically otherwise stated herein, bear the meanings ascribed to them in the aforesaid statute;
- 2.6. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any person, then, notwithstanding that it is only in the definition Clause of this Agreement, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 2.7. the Annexures to this Agreement are deemed to be incorporated in and form part of the Agreement.
- 2.8. In this Agreement the following terms and conditions shall, unless inconsistent with the context, bear the meanings stated hereunder and cognate terms and expressions shall bear corresponding meanings:

2.8.1. Agent: means the Agent referred to in Clause 10 of the Covering Schedule;

2.8.2. Agreement: means this Agreement together with all the Annexures thereto;

2.8.3. Balance of the Purchase Price: means the Purchase Price described in Clause 3.3 of the Covering Schedule;

- 2.8.4. BMHOA: means the Belladonna Estate Master Home Owners Association;
- 2.8.5. Body Corporate: means the Body Corporate in respect of the Scheme to be established in respect of the Land and Building in terms of the provisions of Section 36(1) of the Sectional Titles Act;
- 2.8.6. Bond Broker: means the Bond Broker referred to in Clause 9 of the Covering Schedule;
- 2.8.7. BEM means the Buyers Education Manual explaining the Home buying process;
- 2.8.8. Building: means the Building constructed or to be constructed on the Land as depicted on the Drawings and which will be constructed substantially in accordance with the Drawings and specifications;
- 2.8.9. Building Industry Rate: means the official Building Industry Rate of the Master's Home Builders Association, from time to time;
- 2.8.10. Business Day: means any Day except a Saturday, Sunday or Officially proclaimed public holiday;
- 2.8.11. Common Property: means the land that comprises the Land and such parts of the Building that will not form part of a Section and that will be designated as such on the provisional Sectional Plan, which Common Property is in extent approximately 2689 square metres as indicated on the Drawings;
- 2.8.12. Covering Schedule means the Covering Schedule contained in the first part of this Agreement;
- 2.8.13. Completion Date: means the date upon which the Project Manager issues the certificate of Practical Completion in respect of the Property which certificate will be final and binding on all Parties to this Agreement;
- 2.8.14. Components: means the individual component parts of the Property being – the Residential Section and, at least one the Parking Bay, as the case may be;
- 2.8.15. Constitution: means the Constitution to be approved by the Local Authority for the BMHOA, available on the Website or per request from the Agent;
- 2.8.16. Defects List: means the list of defects issued by the Project Manager to the Seller and the builder in terms on the Completion Date, including any further items added by the Project Manager during the hand-over inspection in terms of Clause 15.1 of this Agreement;

- 2.8.17. Deposit: means the Deposit described in Clause 3.2 of the Covering Schedule;
- 2.8.18. Development Period means
- 2.8.18.1 the date of transfer of the last saleable Unit in the Scheme, or
- 2.8.18.2 the date when the Seller notifies the Body Corporate that it waives its rights herein conferred upon it, whichever is the earliest;
- 2.8.19. Drawings: means the Drawings that are annexed to this Agreement as Annexure A, consisting of the Elevation and building floor plan;
- 2.8.20. FICA: means the Financial Intelligence Centre Act No. 38 of 2001 as amended;
- 2.8.21. Final Start Date: means the actual start date of the construction of the Building on the Land, be determined by the Seller and of which date the Purchaser will be notified by the Seller;
- 2.8.22. Floor Area: means the Floor Area shown on the Sectional Title participation quota schedule that forms part of the provisional Sectional Plan;
- 2.8.23. Initiation Fee: means the Initiation fee due and payable to the bank or other financial institution approving the loan referred to in Clause 6 of this Agreement, which amount will be debited by the bank against the account of the Purchaser;
- 2.8.24. Interest: means the Prime Overdraft Rate;
- 2.8.25. Interim Levies: means the Levies that will be payable by the Purchaser to the Seller prior to the establishment of the Body Corporate;
- 2.8.26. Land: means Erf 29640 Blue Downs, Stellenbosch RD, Western Cape Province;
- 2.8.27. Levies: means the Levies that will be payable by the Purchaser to the Body Corporate;
- 2.8.28. Loan Amount: means the amount as referred to in Clause 3.4.2 of the Covering Schedule;
- 2.8.29. Local Authority: means the Local Authority having jurisdiction over the Land, being at present the City of Cape Town, and shall include any body that may be its successor in such capacity;

- 2.8.30. LUPO: means the Land Use Planning Ordinance No. 15 of 1985, as amended, and includes any superseding legislation or sub-ordinate legislation;
- 2.8.31. Master Home Owners Association: means the Belladonna Estate Master Home Owners Association established for the Development in terms of LUPO and which Association has a Constitution which will be approved by the Local Authority;
- 2.8.32. NCA: means the National Credit Act, No 34/2005;
- 2.8.33. Occupation Date: means the date referred to in Clause 4 of the Covering Schedule;
- 2.8.34. Occupational Interest: means the amount payable by the Purchaser to the Seller calculated from the Occupation Date to the Transfer Date;
- 2.8.35. Parking Bay: means the Parking Bay as described in Clause 2.3 of The Covering Schedule which will be allocated in favour of the Purchaser in the Rules of the Body Corporate as provided for in Section 27(A) of the Sectional Titles Act;
- 2.8.36. Parking layout plan means the plan which indicated the layout of all the Parking bays in the Scheme as well as the allocation of such parking bays to individual Units annexed to this agreement as Annexure H;
- 2.8.37. Parties: means the Seller and the Purchaser;
- 2.8.38. Practical Completion: means the state of completion where, in the opinion of the Project Manager completion of the Building or any specified section thereof, which incorporates the Residential Section, has substantially been reached and can effectively be used for the purposes intended;
- 2.8.39. Prime Overdraft Rate: means the rate of Interest per annum which is equal to Absa Bank Limited publicly quoted Prime Overdraft Rate of Interest per annum charged by the said bank on overdrawn current accounts of its most favourite clients from time to time. (In the event of a dispute as to the Prime Overdraft Rate, the rate shall be certified by any manager of any branch of the said bank, whose certificate will act as prima facie proof of the overdraft rate);
- 2.8.40. Project Manager means the Project Manager or Quantity Surveyor that may be appointed by the Seller from time to time;
- 2.8.41. Property: means collectively the Residential Section and the Parking Bay;

- 2.8.42. Purchase Price: means the Purchase Price described in Clause 3.1 of the Covering Schedule;
- 2.8.43. Purchaser: means the Purchaser referred to in Clause 1.2 of the of the Covering Schedule;
- 2.8.44. Residential Section: means the Residential Section together with an undivided share in the Common Property apportioned to the Residential Section in accordance with the participation quota allocated to the Residential Section, as will be endorsed on the Sectional Plan, which is expected to be equal to the participation quota described;
- 2.8.45. Restriction Date: means 3 (Three) years after the Transfer Date;
- 2.8.46. Rules: means the Management and Conduct Rules Prescribed by the Sectional Titles Act, as may be amended from time to time or as may be amended by the Seller in terms of the provisions of the Sectional Titles Act, available on the Website or on request from the Agent;
- 2.8.47. SARS: means the South African Revenue Services;
- 2.8.48. Scheme: means the Sectional Title Scheme that will come into being on registration of the Sectional Plan in terms of the provisions of the Sectional Title Act in respect of the sections reflected thereon;
- 2.8.49. SDP: means the provisional Site Development Plan to be approved by the Local Authority;
- 2.8.50. Sectional Titles Act: means the Sectional Titles Act, Act No. 95 of 1986 or any amendment thereto and includes the regulations promulgated thereunder from time to time;
- 2.8.51. Sectional Titles Register: means the Sectional Titles Register in respect of the Land and the Building to be registered and opened in terms of the Sectional Titles Act;
- 2.8.52. Sectional Plan: means the provisional Sectional Plan to be drawn in respect of the Land and Building in terms of the provisions of the Sectional Titles Act and which is to be approved by the Surveyor General;
- 2.8.53. Seller: means the Seller as described in Clause 1.1 of the Covering Schedule;
- 2.8.54. Signatory: means the person who signs this Agreement for the benefit of a Company, Close Corporation, Trust or other legal persona formed or as Trustee for a Company or Close Corporation not yet incorporated;

- 2.8.55. Signature Date: means the date on which the Seller signs the Agreement;
- 2.8.56. Start Date: means the date of fulfillment of all the conditions precedent to this Agreement, alternatively the date of waiver of the benefits thereof by the Seller or a date to be determined by the Seller in its sole discretion;
- 2.8.57. Transferring Attorneys: means Mostert & Bosman Attorneys, MSP Chambers, 4 Howick, Tyger Waterfront, Bellville, att: Pieter Goosen, Tel no: 021 914 3322. Bank Account details: Mostert & Bosman Trust account, First National Bank, Account No: 55160095483, Branch Code 201410, Reference No: WF2206;
- 2.8.58. Transfer Date: means the date referred to in Clause 5 of the Covering Schedule;
- 2.8.59. Unit: means the Residential Section;
- 2.8.60. VAT: means Value Added Tax payable in terms of The VAT Act;
- 2.8.61. VAT Act: means The Value Added Act No 89 of 1991;
- 2.8.62. Website: means the Website of the Development available on the internet at the following website address: www.belladonnaestate.co.za.

3. RECORDAL

- 3.1. The Seller wishes to develop the Land by the construction of the Building on a portion thereof, by rezoning it from commercial use to general and single residential use, by subdividing it, by renaming of the roads and by obtaining the Environmental Authorization.
- 3.2. The Seller has procured the completion of the Drawings.
- 3.3. The Seller wishes to sell the Residential Section and the Parking Bay prior to the commencement of the construction of the Building.
- 3.4. The Building has not been completed and the Sectional Plan not yet drawn nor registered and accordingly the exact and final boundaries of the Residential Section will only be reflected on the approved Sectional Title Plan.

4. SALE

The Seller sells to the Purchaser who hereby purchases -

- 4.1. the Residential Section and the Parking Bay subject to the terms and conditions contained in this Agreement and Annexures which the Purchaser acknowledges having read and the contents of which are fully understood and agreed upon by the Purchaser.

- 4.2. The abovementioned Components comprises the Property and is more fully described on the Drawings and will be finally described on the Sectional Plan.
- 4.3. The Purchaser hereby confirms that:
- 4.3.1 he has seen and inspected the Land, and
- 4.3.2 he is aware that a copy of the BEM is available from his agent or on the website.

5. PURCHASE PRICE

- 5.1. The Purchase Price payable by the Purchaser to the Seller for the Property shall be the amount described in Clause 3.1 of the Covering Schedule, which amount is inclusive of Value Added Tax and which amount is payable as follows:
- 5.1.1. the Purchaser shall pay the Deposit in cash, on the date set in Clause 3.4 of the Covering Schedule, to the Transferring Attorneys, which Deposit will be held in trust by the Transferring Attorneys to be invested by them in terms of section 78(2A) of the Attorneys Act, until the date of fulfillment of all the conditions precedent to this Agreement or the approval of the Sectional Title Plan by the Surveyor-General, whichever event occurs last, upon which events the Deposit will become non-refundable and the Transferring Attorneys is hereby irrevocably authorized by the Purchaser to release the Deposit to the Seller, for its own benefit and account. The interest of the above, less the amount in respect of management and/or administration fees payable by the bank to the Transferring Attorneys, will accrue to the Seller. The Purchaser acknowledges that the Transferring Attorneys will not be able to invest the Deposit unless the Purchaser has furnished the Transferring Attorneys with:
- 5.1.1.1. all the FICA documentation and information required by the Transferring Attorneys to open an investment account, as may be applicable on the Purchaser as per Annexure E and the Purchaser agrees to grant the Transferring Attorneys full co-operation and disclosure to comply with the FICA requirements and the Attorneys Act, which documentation must be supplied by the Purchaser to the Transferring Attorneys or before the Signature Date, and
- 5.1.1.2. payment confirmation which must clearly state the reference number, Residential Section Number and contact details of the Purchaser concerned. The Purchaser shall not be entitled to any interest on the Deposit until the documentation has been provided to the Transferring Attorneys and proof of receipt thereof was acknowledged by the Transferring Attorneys, and
- 5.1.2. the Purchaser shall within 14 (fourteen) days after fulfillment of the condition precedent referred to in Clause 6 of this Agreement, or, if this Agreement is not subject to the condition precedent referred to in Clause 6, within 30 (Thirty) days after the Signature Date, furnish the Transferring Attorneys with a guarantee issued in favour of the Transferring Attorneys for the Balance of the Purchase Price in favour of the Seller or a payee nominated by the Transferring Attorneys. The guarantee is to be issued by a bank in the form as prescribed on the Specimen Bank Guarantee which is available on the website and must be payable against registration of transfer of the Property into the name of the Purchaser.

- 5.2. Where this Agreement is subject to the condition precedent referred to in Clause 6.1 the payment in terms of the guarantee may be subject to the registration of a mortgage bond over the Property in favour of the issuer of the guarantee for an amount not exceeding the amount of the loan reflected in Clause 3.3.2 of the Covering Schedule.
- 5.3. All monies due by the Purchaser in terms of this Agreement, and unpaid on the due date, shall bear interest at Prime Overdraft Rate for the first 3 (Three) months after the due date for payment thereof, and interest at the Prime Overdraft Rate plus 2 (Two) percent for any period exceeding the initial 3 (Three) month period, calculated from the due date to the actual date of payment thereof.
- 5.4. All or any payments to be effected hereunder shall be effected by the Purchaser to the Transferring Attorneys free of exchange at Cape Town and without deduction or set off.
- 5.5. In the event that the VAT rate in effect on the Signature Date is at any time after the Signature Date increased or reduced in such a manner that the VAT payable on the supply of the Property is increased or reduced, the Purchase Price will be either increased or reduced as the case may be, to reflect the actual VAT payable on the supply of the Property by the Seller to the Purchaser in terms of this Agreement.
- 5.6. The Purchaser shall not be entitled to withhold, delay or abate any payments, nor to deduct from or set off against payment of any amounts due to the Seller in terms of this Agreement any amounts owed or allegedly owed by the Seller to the Purchaser from whatsoever cause arising.
- 5.7. If the Start Date, as referred to in Clause 2.8.56 of this Agreement, be delayed for any reason beyond the control of the Seller, for a period longer than 90 (Ninety) days after the Start Date, then and in that instance, the Purchase Price will increase by Building Industry Rate calculated pro rata from the Start Date until the Final Start Date to be determined by the Seller as referred to in Clause 2.8.21 of this Agreement.
- 5.8. The Parties agree that the amount of the escalation of the Purchase Price in terms of Clause 5.7, shall be payable by the Purchaser to the Seller on the Transfer Date and the Purchaser undertakes to provide the Seller with additional guarantees, to those issued in terms of Clause 5.1.2, within 30 (Thirty) days after the Seller has notified the Purchaser in writing of the final amount of the escalation in the Purchase Price, alternatively, the amount will be payable by the Purchaser to the Seller on terms and conditions to be agreed between the Parties, in writing, within the abovementioned time period.
- 5.9. In the event of a dispute between the Parties in respect of the amount of the escalation in the Purchase Price, the amount shall be confirmed by virtue of a certificate issued by the Project Manager within 30 (Thirty) days after the Seller has notified the Purchaser in writing of the final amount of the escalation in the Purchase Price, which certificate shall be valid and binding between the Parties.

6. CONDITION PRECEDENT - LOAN

- 6.1. In the event of an amount having been inserted in Clause 3.3.2 of the Covering Schedule, this Agreement is subject to the condition precedent that the Purchaser is granted a loan within the period specified in Clause 3.5 of the Covering Schedule from a bank or financial institution in the amount specified in Clause 3.3 of the Covering Schedule on the terms that the aforesaid bank or financial institution normally approves mortgage loans for the purchase of Sectional Title Residential Sections.

- 6.2. In the event of the aforesaid condition not being fulfilled within the abovementioned time frame, there shall be an automatic extension of such time period of such further period as the Seller in its sole discretion deem appropriate unless and until the Seller, by written notice to the Purchaser, advise that there shall be no further extension of the time period set out above and notifies the Purchaser of the cancellation of this Agreement.
- 6.3. The condition set out in Clause 6.1 above will be deemed fulfilled once the aforesaid bank or financial institution to which application has been made for the loan has issued a quotation in terms of Section 92(2) of the National Credit Act to the effect that the application has been approved notwithstanding the fact that such an approval is granted subject to the fulfillment of a condition or conditions or subject to the reservation of the right by such a bank or other financial institution to, at any time prior to payment of the proceeds of the loan to the Purchaser, withdraw such approval.
- 6.4. The Purchaser irrevocably authorizes the Bond Broker as its sole agent to submit a mortgage bond application on the Purchaser's behalf to any financial institution and agrees and undertakes to sign all necessary documents and to supply the Bond Broker with any information and/or document which is/are required for this purpose. The Purchaser hereby grants the Bond Broker power of attorney in rem suam to apply for the mortgage bond on the Purchaser's behalf and warrants that the information so provided shall be true, accurate and correct.
- 6.5. The Purchaser shall not make application for the bond referred to in this Clause 6 to any person other than the Bond Broker without the prior written consent of the Seller.
- 6.6. The Purchaser shall appoint the Transferring Attorneys to attend to the registration of the mortgage bond in respect of the abovementioned loan.
- 6.7. It is recorded that the abovementioned condition precedent is inserted solely for the benefit of the Purchaser. The Purchaser may waive the benefit of this condition by communicating such waiver to the Seller in writing at any time before the expiry of the abovementioned time limit. In the event the waiver by the Purchaser as aforesaid, this Agreement will not lapse despite the fact that the Purchaser was not successful in the fulfilment of the abovementioned condition.
- 6.8. In the event that this Agreement is not subject to the condition precedent in Clause 6.1 and the Purchaser thereafter requests the Seller to allow him to register a mortgage bond in favour of a bank or financial institution over the Property against registration of transfer of the Property in his name and the Seller agrees thereto, and such registration causes any delay of whatsoever nature in the process of registration of transfer of the Property in favour of the Purchaser, the Purchaser will be liable to compensate the Seller for any loss or damage suffered by the Seller as a result of any delay to the registration procedure caused by such application or the preparation and registration of such bond. A certificate of the Transferring Attorney certifying the period of the delay in the registration procedure thus occasioned shall be prima facie proof of the period of such delay. It is recorded that such damages shall include Interest on the Purchase Price at the Prime Overdraft Rate plus 2 (Two) % on the Purchase Price of the Property for the period of the delay in transfer as well as any further damages which may be proven including the delay of any other simultaneous registrations.
- 6.9. In the event of the Purchaser failing to supply the necessary information to make the application in terms of Clause 6.4 or to sign all the documents required to effect such loan application, then in that instance the Purchaser will be in breach of Agreement as is provided for in Clause 30 of this Agreement and the Parties furthermore agree, that should the Purchaser fail to comply with the abovementioned terms and conditions within 4 (Four) days after the signature date of this Agreement by the Purchaser, the Purchaser shall forfeit the Deposit in favour of the Seller and the Seller will furthermore be entitled to claim damages from the Purchaser and to exercise all its rights available to the Seller in law.

- 6.10. The parties agree that should the abovementioned condition precedent not be fulfilled or waived timeously, then in that instance this Agreement will become null and void, be of no further force or effect and the parties will be reinstated in the status quo ante this Agreement.
- 6.11. Should the loan as referred to in Clause 6.1 be approved for a lesser amount as is indicated in Clause 3.4.2 of the Covering Schedule and such amount approved is not less than 80 (eighty) % of the Purchase Price, then and in that instance the Purchaser hereby accepts such lesser amount and, on approval of such lesser amount, this condition precedent will be deemed to be fulfilled, whether or not such quotation or pre-agreement, as referred to in Clause 6.3 of this Agreement, is accepted by the Purchaser, enforcement of this Clause will be at the sole discretion of the Seller.
- 6.12. In the event of the Purchaser, after acceptance of the bond by the Purchaser, breach the terms and conditions of this Agreement or does not proceed with the bond registration on the Transfer Date, and the Bond Broker receives an account from the bank or financial institution whose bond was not taken up by the Purchaser, then and in that instance, the Purchaser will be liable for the payment of such account and costs, on demand.
- 6.13. The Seller is hereby irrevocably authorized by the Purchaser to obtain additional funding on behalf of the Purchaser in respect of any shortfall between the Purchase Price and the approved Loan Amount.
- 6.14. The Purchaser undertakes to supply the Seller with guarantees in respect of the balance of the Purchase Price payable on the Transfer Date as provided for in Clause 5.1.2 of this Agreement.
- 6.15. The Seller or its appointees will, at any time after the Signature Date, be allowed to approach the Purchaser with proposals referring to Short Term Insurance and Long Terms Insurance Policies.
- 6.16. The Purchaser acknowledges that the Parking Bay shall not form part of the security of the successful bank or financial institution
- 6.17. The Purchaser acknowledges that it is aware of the lending criteria of the banks or financial institutions with regard to the Loan Amount and the Purchaser warrants that the income of the Purchaser is sufficient to meet these criteria.

7. VAT

Except for the Purchase Price, or where expressly set out to the contrary, all other amounts payable by the Purchaser are described as excluding VAT and the Purchaser shall where applicable pay such amounts plus VAT calculated at the rate then applicable, to the Seller or any other party to whom such payment is due.

8. CANCELLATION

- 8.1. Should the Seller prior to the fulfillment of the condition precedent as referred to in Clause 6 of this Agreement, receive another offer which it, in its sole discretion, wishes to accept, then the Seller shall be obliged to notify the Purchaser of its intention in writing. The Purchaser shall then have 48 (forty eight) hours after the sending of such notification, to waive in writing the benefit of the condition precedent as referred to in Clause 6 of this Agreement, thereby binding himself unconditionally and declaring himself financially able to fulfill all its obligations provided for in this Agreement, failing which this Agreement shall lapse, be of no further force or effect and whereafter the Parties will be re-instated in the status quo ante this Agreement.

- 8.2. In the event of this Agreement lapsing by reason of the condition in Clause 8.1, the Seller will:
- 8.2.1. immediately instruct the Transferring Attorneys to repay the Deposit plus interest earned thereon to the Purchaser; and
- 8.2.2. neither the Seller nor the Purchaser will have any claim for damages or for any other amount or any other claim whatsoever against the other party arising from this Agreement.

9. TRANSFER AND TRANSFER COSTS

- 9.1. Provided the Purchaser has complied with all his obligations as set out in this Agreement and in particular has paid the Deposit, delivered the guarantee referred to in Clause 5.1.2 above and paid Interest and Levies and any other amounts owing in terms of this Agreement, registration of transfer of the Property shall be given by the Seller and taken by the Purchaser as close as possible to the Transfer Date.
- 9.2. In the event that registration of transfer of the Property and/or, where applicable, registration of a mortgage bond, is delayed or frustrated by any act or omission of the Purchaser, the Purchaser shall pay to the Seller Interest which shall be equivalent to Interest on the Purchase Price at the Prime Overdraft Rate plus 2 (two) percent from the date on which the transfer would, but for such delay, otherwise have been registered up to the date of actual registration of transfer. For this purpose the assessment of the Transferring Attorneys of the date on which transfer of the Property would, but for the delay, have been registered will be binding on all Parties to this Agreement. Any attempt by the Purchaser to delay or frustrate the registration of transfer or, where applicable, the mortgage bond, shall be deemed a breach of Agreement.
- 9.3. The Purchaser shall, once the Project Manager has issued a certificate of Practical Completion in respect of the Property, not be entitled to refuse to take transfer or to pay the Balance of the Purchase Price in respect of the Property by reason of any alleged defect therein or by reason of the fact that any part of the Property or the Building has not yet been fully completed.
- 9.4. The Seller shall be liable for and shall on demand pay to the Transferring Attorneys any transfer fees plus VAT that may be payable by reason of this Agreement having been entered into in respect of the registration of transfer of the Property to the Purchaser. In the event that the Purchaser has to register a mortgage bond over the Property the Seller shall pay all costs in respect of the registration of such a mortgage bond, excluding the Initiation Fee as referred to in Clause 2.8.23 of this Agreement, which fee will be for the account of the Purchaser, subject to the following conditions:
- 9.4.1 the mortgage bond is granted by ABSA Bank Ltd, Firststrand Bank Ltd, Nedcor Bank Ltd or Standard Bank Ltd as the Purchaser's financial institution of choice, and
- 9.4.2 the registration of the mortgage bond is effected by the Transferring Attorneys, and
- 9.4.3 the mortgage bond was procured by the Bond Broker, failing to do so, all transfer and bond registration fees will be for the account of the Purchaser.
- 9.5. The Purchaser shall not be entitled to delay transfer or withhold any monies by virtue of the fact that any of the sections in the Building or any portion of the Common Property or any portion of the Building, are not fully completed on the date that transfer is tendered to him.

- 9.6. The Parties irrevocably authorizes the Transferring Attorneys to sign all necessary declarations and applications on their behalf to enable them to obtain the necessary transfer duty exemptions as well as the opening of the Sectional Titles Register for the Development in the Deeds Office Cape Town.

10. CO-OPERATION TO EXPEDITE TRANSFER

- 10.1. The Purchaser will sign all documents necessary to effect transfer of the Property and return same and all other documents, resolutions, certificates and payment of the transfer costs and fees as determined by the Transferring Attorneys to the Transferring Attorneys within 2 (Two) days after having been requested to do so.
- 10.2. The Parties agree that should the Purchaser fail to deliver any of the aforesaid duly signed documents plus any of the other documents, resolutions, certificates referred to above and/or payment of the aforesaid fees and costs within the aforesaid period, the Purchaser will be in breach of the Agreement and the Seller will be entitled to act in terms of Clause 30 of this Agreement.
- 10.3. The Purchaser acknowledges and accepts that the Purchaser has bought Property in a development where a development Mortgage Bond is likely to have been utilized by the Seller; and thus transfer to the Purchaser will be simultaneous with transfers to other Purchasers necessitated by the Property sold having to be released from the operation of the Mortgage Bond. Accordingly the Purchaser acknowledges and accepts that lodgment of the Purchaser's transfer documents at the Deeds Office shall be entirely in the discretion of the Seller's Transferring Attorneys and the Purchaser's obligations to pay Interest, as the case may be, shall remain, and be unaffected by any delay occasioned by the above.

11. EXTENT, ONEROUS CONDITIONS AND WARRANTIES

- 11.1. The Property is sold on the basis that the extent of the Residential Section is as set out in Clause 2.2 of the Covering Schedule. This extent is a provisional one. It is recorded that the aforesaid extent might change when the Residential Section are finally measured on completion and depicted on the Sectional Plan. The Seller shall have no claim for any additional consideration should the extent of the Residential Section as finally surveyed be more than the aforesaid extent.
- 11.2. The Purchaser will have no claim against the Seller if the final extent determined as aforesaid is less than the extent described in Clause 2.2 of the Covering Schedule, provided that if the extent of the Residential Section as depicted on the Sectional Plan is more than ten percent (10%) less than the extent described in Clause 2.2 of the Covering Schedule, the Purchase Price will be reduced by the Seller which reduction will be calculated in rate per square metre based on the Purchase Price and the extent of the Residential Section referred to in Clause 2.2 of the Covering Schedule.
- 11.3. Moreover the Property is sold subject to all conditions and servitudes attached thereto and all the provisions of, or conditions that may have been imposed by the Sectional Titles Act. The Purchaser acknowledges that he carries the obligation to satisfy himself by personal inspection, or by means of independent sources of information, concerning any burdens or servitudes to which the Property may be subject, and also concerning all advantages and disadvantages attached to the Property and hereby agrees that the Seller shall not be liable to him in respect of any failure by the Seller or his Agent to inform him of any such qualities.

- 11.4. Save as specifically set out in this Agreement the Seller or the Agent has made no representations and given no warranties in respect of the Property.
- 11.5. The Purchaser shall not have any claim of whatsoever nature against the Seller in respect of any defect or alleged defects in the Property or the Building or in respect of anything relating thereto, whether patent or latent, otherwise than to the extent, if any, as is provided for in Clause 15 hereunder.
- 11.6. The Purchaser acknowledges that he has not been influenced into entering into this Agreement by any express or implied information, statement or representation given or made by or on behalf of the Seller, unless same is expressly and specifically recorded in this Agreement. The Purchaser hereby waives in favour of the Seller any rights whatsoever which he otherwise may have obtained against the Seller as result of any such information, statement or representation given or made by or on behalf of the Seller which is not so expressly and specifically recorded. It is recorded that all artistic, architectural, photographic and in any way visual presentation material including but not limited to models, brochures and pamphlets and the show unit used by the Seller or its Agents in the marketing and selling of the Section/s or Exclusive Use Areas hereby purchased and sold, have been prepared and distributed as advertising material only; and that the Seller shall in no way be bound and the Purchaser shall have no claim in respect of any information stated therein or impression conveyed thereby; and that no representation is thereby made by the Seller, and that the Parties shall be bound by the terms contained in this Agreement only.
- 11.7. The various budgets presented to the Purchaser are bona fide estimates of income and expenditure as at the time of conclusion of this Agreement;
- 11.8. The Residential Section may be used only as an apartment for residential purposes and the Parking Bay will be used only for parking. The Seller shall be entitled, without being obliged, to register these conditions as title deed restrictions.
- 11.9. The Seller reserve the right to change the development configuration, with specific reference to the different range of Units in the Building, and layout of the Scheme from that as is shown on the SDP. The Seller is entitled, any time before the Transfer Date, to change the layout and/or position of the Property to a Unit of a similar purchase price and extent on the same or another Land or Sectional Title development Scheme and after, but not subject to, consultation with the Purchaser. The Transferring Attorneys are hereby irrevocably authorized by both Parties to sign this Agreement, any addendum thereto and any other documents necessary to reduce such amendment to writing.
- 11.10. A portion of the Scheme may be utilized by the Seller as a Show Village.
- 11.11. The Purchaser acknowledges that he is aware that the view currently enjoyed and/or the projected view from the Property hereby sold, may be affected by the development of the Scheme and/or the construction of any further buildings on the Land or any adjacent plot/development in the vicinity of the Property. The Purchaser accordingly acknowledges and agrees that the Purchaser shall have no claim or right of action whatsoever against the Seller arising from such impact on or impairment of the view from the Property, or any derogation from the value thereof, as a result of any such ongoing development or further buildings.
- 11.12. The Parties hereby acknowledges that the Scheme might be a gated complex enclosed with a wall, with or without palisades, with an automatic access gate.

12. VOETSTOOTS

- 12.1. The Seller has made no representations and given no warranties in respect of the Property of the Scheme or in respect of anything relating thereto and this sale is according "voetstoots" and the Seller, other than as provided for herein, shall not be liable for any defects in the Property or the Scheme or in respect of anything relating thereto, whether patent or latent.
- 12.2. The Purchaser shall accept transfer of the Property subject to all conditions and servitudes benefiting or burdening the Property, whether existing or hereinafter imposed by any competent authority or by the Seller. The Seller record that the only servitudes envisaged to be registered in the Scheme are services servitudes allowing gas mains, electricity, telephone and television cables and/or wires and main and/or other water pipes and the sewerage and drainage, including storm water and surface installation such as mini substations, meter kiosks and service pillars.
- 12.3. The Seller shall not be answerable for any deficiency in the declared extent of the Residential Section, and/or the Land and no warranties are given in respect of the boundaries of the property and/or the Land.

13. POSSESSION AND OCCUPATION

- 13.1. The Seller records that the earliest date of possession and occupation, i.e. the earliest expected Completion Date, is the date referred to in Clause 4 of the Covering Schedule. In the event that the Seller anticipates that the actual Completion Date will not be the aforesaid date it shall give notice to the Purchaser of the new expected date. The Purchaser shall have no claim against the Seller for damages or for compensation of any other nature by reason of the original expected Completion Date having been moved to a new expected Completion Date or by reason of completion not having actually been achieved on either of such dates.
- 13.2. Provided the Purchaser has complied with all his obligations in terms of this Agreement, including, without limiting the generality of the foregoing, payment of the Deposit and due delivery of a valid guarantee for the Balance of the Purchase Price, occupation of the Property shall be given by the Seller and taken by the Purchaser on the Occupation Date.
- 13.3. Where the Occupation Date is a date prior to the Transfer Date, risk in the Property will pass to the Purchaser on the Occupation Date.
- 13.4. The right to rent the Property passes to the Purchaser on the Transfer Date.
- 13.5. The Purchaser shall not be entitled to make any alterations or modifications of any nature to the Property between the Occupation Date and the Transfer Date.
- 13.6. Occupational Interest payable by the Purchaser:
 - 13.6.1 In the event that the Transfer Date takes place after the Occupation Date, whether or not occupation has actually been given to and taken by the Purchaser, the Purchaser shall pay to the Seller monthly in advance Occupational Interest calculated on the Purchase Price at the Absa Home Loan rate per annum calculated from the Occupation Date up to the Transfer Date in the following manner:
 - 13.6.2 Interest payments for subsequent months, if any, shall be made by the Purchaser in advance on the first day of such subsequent months, and

- 13.6.3 the Purchaser shall on the Transfer Date be refunded a pro rata share of any Occupational Interest that has been paid in advance in respect of the period after the Transfer Date.
- 13.7 The Purchaser acknowledges that on the Occupation Date construction of parts of the Building and the Common Property may not yet have been completed. The Purchaser accordingly hereby agrees that he will not by reason of the fact that the Building or any part of the Common Property has not been fully completed as aforesaid have any claim against the Seller, its contractors and/or employees or as a result or in respect of any nuisance, noise and other inconvenience from whatsoever cause arising and howsoever arising, nor in respect of public liability; nor shall the Purchaser for any of the aforementioned reasons, be entitled to withhold performance of any obligation, or payment of any amount owing by him in terms of this Agreement. In particular the Purchaser waives his right to raise the defense that he is entitled to withhold performance by reason of the Seller allegedly not having fully performed his obligations (the exception non adimpleti contractus) against any claim by the Seller for payment of money or performance of an obligation by the Purchaser.
- 13.8 If at any time after the Occupation Date and prior to the Transfer Date any damage is done to the Property, the Purchaser shall, without detracting from his rights to claim such damages as can be proven, not be entitled to refuse to accept transfer nor to deduct from or purport to set off against any Balance of the Purchase Price remaining payable against the registration of transfer of the Property, any amount of alleged damages that he may have suffered.
- 13.9 It is recorded that the site on which the Building is constructed will throughout the construction period be under the control of the Building Contractor and that the Purchaser shall not be entitled to have any access to the site prior to the Occupation Date otherwise than as approved by the Seller or its Agent after they have consulted the Building Contractor and if approval is granted, subject to the terms of such approval.

14. UNIT LAY OUT AND SPECIFICATIONS

- 14.1 Subject to the provisions of Clauses 14.2 to 14.4 hereunder, the Building and the Components of the Property shall be built substantially in accordance with the Drawings and the specifications and finished in accordance with the specifications.
- 14.2 The Seller shall be entitled to vary the name of the Scheme, the numbers allocated to the Property on the Drawings, the design of the Property in the Scheme, the location of the Property in the Scheme including the Parking Bay/s within the area designated for Parking Bays on the SDP. In the event of there being any dispute between the Parties as to this Clauses 14.2 the dispute shall be referred to the Project Manager for determination, whose decision shall be final and binding on the Parties.
- 14.3 The Seller shall be entitled to vary the Drawings, the SDP and/or the Finishes and Specifications in respect of the Building and/or the Property or any Component thereof, to such extent as may be in the sole opinion of the Seller be reasonably necessary to:
- 14.3.1 meet the requirements of the Local Authority;
- 14.3.2 meet any special features of the Building or the Property;
- 14.3.3 meet any special impediments such as water, sewer, electrical lines, either above or underground, or any rock or soil conditions;

- 14.3.4 give effect to any changes in material, finishes or fittings (including without limitation, the colours and aesthetics of the Building or the Property), which the Seller considers to be appropriate or which may not be readily available at the time due to shortage in the supply of such materials, finishes or fittings, without however, detracting from the quality of the Building and/or the Property;
- 14.3.5 to obtain approval of the Scheme and/or the opening of the Sectional Title Register.
- 14.4 The Purchaser shall be obliged to accept the changes in terms of Clause 14 and shall have no claim of whatsoever nature against the Seller or the Project Manager as a result thereof.
- 14.5 In the event of there being any dispute between the Parties, the dispute shall be referred to the Project Manager for determination, whose decision shall be final and binding on the Parties.

15. COMPLETION AND HAND OVER

- 15.1. The Purchaser or his representative shall be obliged to attend a hand-over inspection of the Property together with the Project Manager at any pre-arranged time after the Completion Date but before the Occupation Date in order to inspect the Property and to be advised of the Defects Listed by the Project Manager which are to be remedied by the Seller in terms of Clause 15.3. During the hand-over inspection the Project Manager may in his sole discretion add further items to the Defects List, which will be remedied by the Seller in terms of Clause 15.3. In the event however, that the Purchaser or his representative fails to attend the hand-over inspection, despite having been duly notified thereof, the Project Manager shall conduct such inspection and hand-over.
- 15.2. The Defects List issued by the Project Manager on the Completion Date with such further items, if any, added during the hand over inspection shall be final and binding between the Parties and the Purchaser shall be obliged to accept the Property with such defects. The Purchaser shall be precluded from raising at any later time any defect which is alleged to have been a patent defect on the day of the inspection, but does not appear on such list and shall not have any claim against the Seller arising there from nor shall the Purchaser be entitled to allege that any such defect or any of the Defects Listed by the Project Manager, renders the Property not fit for beneficial occupation.
- 15.3. The Seller shall remedy any defects that have been listed by the Project Manager on the said Defects List pursuant to Clause 15.1, as soon as reasonably possible after the Occupation Date. The Seller shall remedy any material latent defect in the Property due to faulty workmanship or materials, manifesting itself within 90 (Ninety) days of the Occupation Date, provided that the Purchaser notifies the Seller thereof in writing within the said period of 90 (Ninety) days. Any dispute between the Seller and the Purchaser as to whether the defect constitutes a material defect, shall be referred to the Project Manager for determination, whose decision shall be final and binding on the Parties.
- 15.4. In addition to the obligation of the Seller in Clause 15.3 to remedy patent and latent defects, the Seller shall in terms of the NHBC requirements be obliged to:-
- 15.4.1. At its own expense repair any roof leaks that occur in respect of the Property within the first 12 (Twelve) months of the Occupation Date, provided that the Purchaser notifies the Seller thereof in writing within the said period of 12 (Twelve) months;
- 15.4.2. Rectify any defect of a patent or latent nature in respect of the substructure, the superstructure and the roof structure of the Property for a period of 5 (Five) years of the Occupation Date, provided the Purchaser notifies the Seller in writing thereof within the said 5 (Five) year period;

- 15.5. In the absence of notice as referred to in Clause 15.4.1 above the Purchaser shall be deemed to have accepted the Property in a fit and proper condition and be deemed to have acknowledged that the Seller has fully complied with its obligations as set out in the aforesaid Clause.
- 15.6. Notwithstanding the provisions of this Clause 15, the Seller shall strictly enforce for the benefit of the Purchaser any guarantee or warranty which it may enjoy. To the extent that such guarantee or warranty relates to the Property, the Seller hereby cedes all its rights in terms thereof to the Purchaser and/or the Body Corporate.
- 15.7. Notwithstanding the provisions of Clauses 15.3 and 15.4, the Seller shall not be liable for any defects in the Property in respect of the following:
- 15.7.1. touch-up paint of any nature; and
 - 15.7.2. hairline cracks in the plaster work; and
 - 15.7.3. any shrinkage/movement and expansion cracks between different components/materials used or cracking which might appear in control movement joints; and
 - 15.7.4. any mould growth caused by a lack of ventilation and/or condensation; and
 - 15.7.5. any doors and windows slamming in windy conditions or any damage caused thereby; and
 - 15.7.6. wind and rain entering through the windows and doors and windows left open; and
 - 15.7.7. hot water cylinders which will be covered by the guarantee supplied by the manufacturers thereof.
- 15.8. All warranties and undertakings given by the Seller to the Purchaser in terms of this Agreement are personal to the Purchaser who shall not be entitled to cede, assign or make over its rights thereto.

16. CONDITIONS APPLICABLE PENDING TRANSFER

The following conditions will apply to the Purchaser from the Occupation Date up to the Transfer Date:

- 16.1. The Purchaser will comply with all the duties on an owner as described in Section 44(1) of the Sectional Titles Act;
- 16.2. The provisions of the Rules insofar as they cast any duty upon the owner or occupier of a Residential Section, shall bind the Purchaser who will fully comply therewith;
- 16.3. The Purchaser may not make any additions to the Property;
- 16.4. The Purchaser shall be obliged to maintain the Property in a fit and proper condition and properly painted and shall also maintain the geyser of the Property;
- 16.5. The Purchaser shall not be entitled to subdivide any component for the purpose of selling, donating or in any other manner alienating or disposing of the Purchaser's rights of occupancy or any portion thereof to any other person;
- 16.6. The Purchaser shall be liable for all water and electricity consumed in respect of the Property from the Occupation Date;

- 16.7. The Purchaser shall not use the Property or the Common Property in such manner as to cause any damage thereto or to the other sections in the Building, nor shall he store or permit the storage therein of any inflammable materials which may violate the insurance policy in respect of the Building or which is likely to have the effect of increasing the premium payable in terms of any such insurance policy.
- 16.8. The Purchaser shall be entitled to use the Residential Section only as a dwelling;
- 16.9. The Purchaser shall be obliged to give the Seller and its Agents and Contractors all access reasonably required to remedy the patent or latent defects that are required to be remedied in terms of Clause 15 above.
- 16.10. The Seller either personally, or through its servants or Agents, shall be entitled at all reasonable times to have access to the Property for the purpose of inspecting it or to carry out any maintenance or repairs which the Seller may in terms hereof be obliged or entitled to perform whether such repairs relate to the Property or not, and the Purchaser shall have no claim against the Seller for any disturbance in his occupation arising out of the exercise by the Seller of the rights hereby conferred.
- 16.11. The Purchaser may use and enjoy only those parts of the Common Property which are completed, in such manner so as not to interfere with the use and enjoyment thereof by other Purchasers of units or other occupiers of or persons lawfully present in the Building. The Purchaser may not use and enjoy those parts of the Building which are not completed, or in the process of being completed. The Purchaser shall ensure that his family, guests and entities comply with the provisions of this Clause.
- 16.12. The Purchaser shall not use the Property or permit it to be used in such manner or for such purposes as shall cause a nuisance to any occupier of any part of the Building or interfere with the amenities of the Building or so as to breach any law, ordinance or by-law or any town planning Scheme in force in relation to the Land.

17. UNDERTAKINGS BY THE SELLER

- 17.1. The Seller undertakes to take reasonable steps necessary to procure –
- 17.1.1. completion of the Property by the expected Completion Date specified in Clause 2.8.13 of this Agreement, or as soon as possible thereafter;
- 17.1.2. the registration of the Sectional Plan in terms of the Sectional Titles Act as soon as is reasonable and practicable, failing which the Seller shall be entitled to cancel this Agreement by written notice to the other party, whereupon neither party shall have any claim of any nature against the other, except that the Purchaser shall be entitled to immediate repayment of the Deposit plus interest earned thereon, less any amount due in respect of interest or Levies.
- 17.2. The Seller is entitled to amend, delay and/or postpone any date or due date for performance in terms of this Agreement in its sole discretion and the Purchaser shall have no right to cancel this Agreement or to claim damages from the Purchaser in respect of such amendment, postponement or delay.

18. PHASED DEVELOPMENT

- 18.1. The Seller reserves to itself, and to its successors in title as Developer, all such rights as are provided for in Section 25 of the Sectional Titles Act, to erect and complete a phased development on the Land from time to time, but by not later than 50 (Fifty) years from the Transfer Date, for its personal account. The phased development may consist of a further Building or Buildings, a horizontal extension of an existing Building, or a vertical extension of an existing Building. The Seller shall be entitled to divide such Buildings into a section or sections and Common Property and to confer the right of exclusive use over parts of such Common Property upon the owner or owners of one or more such sections. After completion of the extension to the Scheme as aforementioned, the participation quotas of all the sections in the Scheme will be recalculated in accordance with the provisions of Section 32 of the Sectional Titles Act.
- 18.2. The Purchaser acknowledges that the Seller reserves the right to develop the Land in phases, including the right to extend the Scheme by the addition of further phases.
- 18.3. The Seller reserves the right to incorporate adjoining land into the Scheme and to extend the Scheme by the addition of further erven, blocks, units and/or facilities.
- 18.4. The Purchaser agrees to allow the Seller to exercise its positive and real right to proceed with the development/extension of the Scheme in the manner envisaged herein and shall not be entitled to interfere or obstruct the Seller from erecting on the Common Property and/or any portion thereof, the common areas and communal amenities until such time as the aforesaid amenities or additional buildings have been completed.
- 18.5. The Purchaser irrevocably undertakes to sign upon request by the Seller or its authorized agent all such documents as may be necessary to enable the Seller to proceed with the aforesaid phases and/or extension of the Scheme, failing to do so, the Purchaser hereby appoints the Seller as his attorney and agent in rem suam to sign same on his behalf.
- 18.6. From the date of the establishment of the Body Corporate to the date of registration of the Sectional Plan in respect of the extension envisaged in Clause 18.1, the Seller shall be responsible for the upkeep, control, management and administration of that portion of the Common Property upon which such additional Buildings or extension of existing Buildings are to be erected.
- 18.7. The right reserved of the Seller in terms of this Clause may be exercised by the Seller or his successors in title to such right even though the Seller or such successors in title, as the case may be, has no Interest in the Common Property, provided that the exercise of such right is in accordance with the Sectional Titles Act. It is recorded that nothing in this Clause imposes any obligation on the Seller to undertake any phased development provided for in Clause 18.1 and that the Seller shall be entitled to waive the rights it has under this Clause.
- 18.8. It is specifically agreed, in the event of the Seller extending the Scheme, that the Seller may utilize the infrastructure of the Scheme, i.e roads, stormwater, electrical, sewer and related services, as may be approved by the Local Authority, free of compensation.

19. NATIONAL CREDIT ACT AND OUTSTANDING TAXES

In the event that this Agreement is subject to the National Credit Act, Act 34 of 2005, then the Purchaser warrants that:

- 19.1. Once the bond as referred to in Clause 6 is approved and the pre-agreement and quotation is accepted, the Purchaser shall not do anything that may cause the Purchaser to become over-indebted in terms of the National Credit Act or cause the bank to withdraw the bond.
- 19.2. The Purchaser shall not do anything between the date of acceptance of the pre-agreement and quotation, and registration of the bond, which may cause the Purchaser's financial position to deteriorate.
- 19.2.1. At the time of the Signature Date, the Purchaser is not:
- 19.2.2. over-indebted; and/or
- 19.2.3. subject to debt review; and/or
- 19.2.4. subject to an administration order.
- 19.3. The Purchaser does not and will not be, on the Signature Date and until the Transfer Date, in default of any income or other tax law obligations to the South African Revenue Services which will serve to delay the obtaining of transfer duty receipts or exemption certificates from the South African Revenue Services or not do anything or omit to do anything that will or can cause such a delay.
- 19.4. The Purchaser shall not approach the bank or financial institution granting the loan in terms of Clause 6 of this Agreement with the request to withdraw its approval or with the instruction to the bank that the loan will not be taken up by the Purchaser or any similar action with the purpose to prevent registration of transfer of the Property in favour of the Purchaser. The Parties agree that, in such an event, the Purchaser will pay a penalty to the Seller in the amount of R15 000.00 (Fifteen Thousand Rand), on demand, without prejudice to any other rights of the Seller in terms of this Agreement.

20. CAPACITY OF PURCHASER

This Agreement is, in regard to the capacity of the Purchaser, further subject to the provisions of Annexure C hereto.

21. BODY CORPORATE

- 21.1. The Purchaser acknowledges that on the transfer of the Property into his name, he will become a member of the Body Corporate and become obliged to comply with all the obligations imposed upon him by the Rules and Sectional Titles Act.
- 21.2. The Seller reserves the right, when submitting an application for the opening of the Sectional Titles Register, to substitute, add to, amend or repeal any of the Rules which a developer is in terms of Section 35 of the Sectional Titles Act entitled so to substitute, add to, amend or repeal, which may be reasonably necessary for the proper functioning of the Body Corporate in its given location and environment.
- 21.3. No substitution, addition to, amendment or repeal of the Rules and/or Conduct Rules as contemplated in Clause 21.2 will give the Purchaser any right to cancel the Agreement or the right to claim damages from the Seller, or give rise to any other claim or the right to take any other action against the Seller.

- 21.4. Furthermore the Purchaser grants the Seller or its nominee an irrevocable power of attorney in rem suam (operative from the time the Purchaser becomes the registered owner of the Property) to attend the first meeting of the Body Corporate, and on behalf of and to the exclusion of the Purchaser to vote at the meeting for the adoption of the Rules tabled at such meeting, amended as it may be at the meeting.
- 21.5. It is recorded that the ownership in the common areas (which comprises the Common Property) and the common area's equipment as well as all warranties pertaining to such equipment, will pass to the Body Corporate simultaneous with the opening of the Sectional Titles Register and the first transfer of a Residential Section. The Project Manager or representative of the Seller shall prepare a patent Defects List of the common areas, which the Seller shall remedy within a reasonable period after the establishment of the Body Corporate. Such defects list will be tabled at the first general meeting of the Body Corporate.
- 21.6. The Purchaser confirms that he is aware of the fact that the Body Corporate will become a member of the BMHOA and that the Body Corporate will collect levies on behalf of the BMHOA from the Purchaser for, inter alia, the maintenance of the area under its jurisdiction and/or in respect of services being utilized by the Body Corporate, if applicable.
- 21.7. The Purchaser acknowledges that the maintenance of the boundary wall of the Scheme will be for the account of the Body Corporate.

22. PARTICIPATION QUOTAS

- 22.1. The participation quotas of the sections comprising the Scheme will, subject to Clause 22.2 hereunder, be as set out in Annexure D hereto. The total of the said participation quotas are also set out on Annexure D hereto.
- 22.2. It is recorded by the Seller that the participation quotas were calculated from the Drawings, and the Parties agree that it may change after actual measurement of the completed Building.

23. LEVIES

- 23.1. The Seller shall prior to the establishment of the Body Corporate:
- 23.1.1 keep the Building insured for its replacement value against all risks mentioned in the Rules and against any other risk against which the Seller may deem it prudent to ensure, on the understanding that the proceeds of any claim apart from where the Building is totally destroyed shall be applied to repair the Building and where the Building has been totally destroyed, shall be paid over to the Seller after the Purchaser has been refunded all amounts paid by him on account of the Purchase Price;
- 23.1.2 maintain the Common Property and to keep it in a state of good and serviceable repair;
- 23.1.3 keep in a state of good and serviceable repair and maintain the plant, machinery, fixtures and fittings used in connection with the Common Property;
- 23.1.4 administer the Common Property and make all payments in respect of rates, taxes and other imposts, electricity and water consumed upon the Common Property and all other charges in connection with the Common Property.
- 23.1.5 The Seller shall recover the above-described expenditure incurred by it by way of Interim Levies payable by the Purchasers in units in the Building from the applicable Occupation Dates:

- 23.1.5.1 the Interim Levies will be calculated by dividing the monthly expenditure as described in Clauses 23.1.1 to 23.1.4 above between the various Sections comprising the Scheme in accordance with the Participation Quotas of the Residential Sections;
 - 23.1.5.2 the Purchaser will pay the interim levy so allocated to him to the Seller from the Occupation Date up to the Transfer Date or the date that the Body Corporate is established, whichever is the latest. It will be payable monthly in advance on the first day of the month;
 - 23.1.5.3 it is expected that the Interim Levy per month that would be payable by the Purchaser in respect of the Property will approximately be equal to the amounts described in Clauses 6 and 7 of the Covering Schedule. It is recorded that the estimate may not be equal to the actual amounts of the Interim Levy and that the Purchaser will remain obliged to pay the Interim Levy as calculated in terms of this Clause 23.2 notwithstanding that it is not equal to the interim levy described in the aforesaid Clauses 6 and 7 of the Covering Schedule;
 - 23.1.5.4 signed by the Seller will be prima facie proof of the amount and obligation of the Purchaser to pay such interim levy.
- 23.2 After establishment of the Body Corporate, the Purchaser shall be liable to pay the Levies payable to the Body Corporate which Levies will also be payable from the Occupation Date. If the Occupation Date is a date prior to the date that the Body Corporate is established, Levies will only be payable to the Body Corporate from the date that the Body Corporate is established, while the Interim Levy will be payable to the Seller for the period from the Occupation Date up to the date the Body Corporate is established.
- 23.3 It is estimated that the monthly levy payable to the Body Corporate will approximately be equal to the amount described in Clause 6 of the Covering Schedule, and is calculated in terms of the Estimated Budget and Levies attached to this Agreement as Annexure G.
- 23.4 The Purchaser will pay such Levies and Interim Levies to the Seller until the Transfer Date whereafter the Purchaser will pay it to the Body Corporate. The Levies will be payable as aforesaid, monthly in advance on the first day of each and every calendar month provided that, if the Occupation Date falls on any day other than the first day of calendar month, then the Purchaser shall be obliged to pay a pro-rata share of the Levies due for the calendar month in which the Occupation Date occurs.
- 23.5 The Seller shall not be liable for the payment of levies on any Section or component of the Building/Scheme, of which the Seller is the registered owner, unless such Section or component of the Building is occupied by the Seller or its nominee and the Seller earns income from such occupation. This condition will form part of the Rules being applicable on the Scheme, other than the Levies payable in respect of the following:
- 23.5.1 Assessment rates in respect of the Residential Section in the Scheme of which the Seller is the registered owner, and
 - 23.5.2 Insurance premiums in respect of any insurance of any Residential Section of which the Seller is the registered owner, and
 - 23.5.3 Pro rata security and pro rata disbursements in respect of maintenance of the Common Property.

- 23.6 The budget to be approved by the Body Corporate in respect of Levies to be paid by the owner of each Section in the Scheme, must make provision for all amounts due by the Body Corporate to the Seller and must be payable by the Body Corporate to the Seller from the monthly Levies paid by the owners of Sections in the Scheme. This condition will be included in the Rules being applicable on the Scheme.
- 23.7 Should the Purchaser purchases more than 1 (one) Parking Bay as provided for in Clause 2.3 of the Covering Schedule, then and in that instance the Purchaser acknowledges that additional levies will be payable in respect of such additional Parking Bay, the amount of such Levies to be determined by the Body Corporate.
- 23.8 The Purchaser acknowledges that the insurance in respect of the household contents to be placed by it in the Property, is not included in the levy nor will it be insured by the Body Corporate and will as such always remains the exclusive responsibility of the Purchaser.
- 23.9 The Parties agree that the Seller shall not be obliged to pay Levies to the Body Corporate in regard to any unoccupied Sections, be it completed or not, registered or to be registered in the name of the Seller.
- 23.10 The Seller shall on registration of transfer of the Property to the Purchaser, register a title deed condition against the Property, in terms of which the Property shall not be transferred without the written consent of the BMHOA in terms of its Constitution.
- 23.11 It is recorded that the Body Corporate will as such become a member of the BMHOA and will be represented on the BMHOA by the Chairman of the Trustees. The BMHOA will have a minimum of 10 (Ten) Trustees and the Chairman must be a Community Leader but will not be a member of either Associations or Bodies Corporate, and will during the Development Period be appointed by the Seller.
- 23.12 The Seller has the sole right to appoint a security company during the Development Period and to appoint any contractors in respect of any form of maintenance work on behalf of the Body Corporate in respect of the Scheme.

24. DEBIT ORDER AND QUANTUM OF LEVIES

- 24.1. The Purchaser will sign a debit order authority to allow the Seller or the Body Corporate or its managing Agent to collect the Interim levy or Levies directly from an operating bank account.
- 24.2. The amounts set out in Clause 6 and 7 of the Covering Schedule and Annexure G of this Agreement are estimates and the Seller will not be liable for damages or in any other way to the Purchaser if the Interim Levies determined by the Seller or the Levies as determined by the Body Corporate exceed the estimated amounts reflected in the aforesaid Clause and Annexure.

25. MANAGING AGENT

- 25.1. The Seller shall be entitled to appoint the first Managing Agent for a period of 2 (Two) years after the Development Period, which appointment shall be valid and binding on the Body Corporate.
- 25.2. The Purchaser gives the Seller the irrevocable power and authority to make this appointment, and authorizes the Seller to exercise all of the Purchaser's voting rights in this regard in order to give effect to this provision.

26. RESALE OF PROPERTY PENDING TRANSFER

- 26.1. The Purchaser may not sell or alienate the Property or any component thereof prior to the Transfer Date of the Property to the Purchaser or any related entity of the Purchaser.
- 26.2. The Purchaser may not sell or alienate the Property or any component thereof during the Development Period and may only do so after the Restriction Date.
- 26.3. This condition will be registered by the Seller against the Title Deed of the Property on the Transfer Date.

27. BROKERAGE

- 27.1. Commission in the amount agreed to between the Seller and the Agent shall be payable by the Seller to the Agent on the Transfer Date.
- 27.2. The said commission will be earned by the Agent upon signature of this Agreement by both the Purchaser and the Seller and the fulfillment (or waiver, as the case may be) of all conditions precedent contained herein.
- 27.3. Notwithstanding anything to the contrary contained in this Agreement, should this Agreement be cancelled as a result of the Purchaser failing to comply with his/her obligations herein, then the Purchaser hereby assumes the Seller's obligations to pay the commission due to the Agent, together with VAT thereon. The Seller hereby cedes to the agent in securitatem debiti such portion of the Seller's claim against the Purchaser as constitutes the Brokerage plus VAT thereon due to the Agent.
- 27.4. The Purchaser warrants that it was not introduced to the Property, or this Agreement, by any Agent other than the Selling Agent/s named in Clause 10 of the Covering Schedule. The Purchaser accordingly indemnifies the Seller and holds it harmless against all costs, charges, claims, demands, expenses, loss and damage which may be made against or suffered by the Seller arising out of a breach of any of the foregoing warranty.

28. NUMBER CHANGES

The Seller shall be entitled to change the numbering of any or all of the Components of the Property should the number of any of these Components on the Drawings differ from the approved Sectional Plan. Should the developer change the number of any component in terms of this Clause, the Purchaser shall sign all such documents as may be required by the Seller in order to legalize this transaction.

29. RIGHT OF CESSION

The Seller shall be entitled to cede at any time any of its rights and delegate any of its obligations in terms of this Agreement, and, to the extent that it may be contended to be necessary, the Purchaser consents thereto. The Purchaser may not cede or delegate any of its rights and obligations in terms of or arising from this Agreement.

30. BREACH

- 30.1. Should the Purchaser fail on the due date for payment of occupational Interest or any other amount due by it under this Agreement to make such payment, or fail to comply with any of his other obligations in terms of this Agreement before or on the date stipulated therefore or breach this Agreement in any other way and fail to remedy such breach or to comply with his obligations within 7 (Seven) days after having received a written notice from the Seller to remedy such breach or to comply with such obligations, the Seller shall have the right at any time, without prejudice to any other powers or rights which he may have by law or by virtue of this Agreement:
- 30.1.1. to sue for or obtain payment of the full amount of the Purchase Price and any other amounts outstanding at the date of such breach of this Agreement, notwithstanding anything to the contrary herein contained and where the Purchaser has failed to pay occupational Interest that has fallen due, to eject the Purchaser from the Property and to regain vacant occupation thereof; or
- 30.1.2. to cancel this Agreement by giving the Purchaser written notice of such cancellation, and in that event the Purchaser shall be obliged, if the Purchaser has already obtained possession of the Property, to vacate the Property immediately and place the Seller in possession thereof; and
- 30.1.2.1. the Purchaser shall forfeit to the Seller the Deposit and any other amount or amounts which have already been paid by him to the Transferring Attorneys or to the Seller as rouwkoop together with the amount in terms of the Deposit Guarantee, or
- 30.1.2.2. to claim damages from the Purchaser in which event the Seller shall be entitled to retain the Deposit as well as the amount payable in terms of the Deposit Guarantee, and any amount or amounts already paid to it or to the Transferring Attorneys, and to set them off against the Seller's damages in due course.
- 30.2. Where the Purchaser has in terms of Clause 30.1.2.1 above forfeited the Deposit and other amounts in favour of the Seller or the Seller has become entitled to retain the Deposit and other amounts paid to the Transferring Attorneys, the Transferring Attorneys will be obliged to on demand from the Seller, pay such amounts to the Seller.
- 30.3. Should the Purchaser dispute the Seller's right to cancel this Agreement, then pending the determination of that dispute, the Purchaser shall be obliged to continue payment of all amounts payable by him in terms of this Agreement which will include Levies and Interest on the due dates thereof and the Seller shall be entitled to recover and accept those payments without prejudice to the Seller's claim for cancellation of this Agreement or any other rights of the Seller whatsoever. Failure to pay any of the aforesaid amounts will constitute a material breach of this Agreement.
- 30.4. Upon cancellation of this Agreement for any reason whatsoever, the Purchaser hereby undertakes to vacate the Section and, where applicable, the Exclusive Use Areas forthwith, and to procure that the Section shall be vacated by any persons who occupy it through the Purchaser's title or by his permission. Occupation shall be redelivered in the same good order and condition as at the date of possession.

- 30.5. The Purchaser shall pay all legal and other costs, including costs on the attorney and client scale, incurred by the Seller in successfully enforcing the provisions of this Agreement or to act against the Purchaser in terms of this Clause 30. The Seller will pay all legal and other costs, including costs on the attorney and client scale, incurred by the Purchaser in successfully enforcing the provisions of this Agreement.
- 30.6. It is specifically recorded that should any breach by the Purchaser occur at a time critical to the registration procedure the Seller shall be entitled to require the Purchaser to remedy such breach within a period of 24 (Twenty Four) hours, and not within the 7 (Seven) days period provided for in Clause 30.1.

31. NOTICE AND DOMICILIA

- 31.1. The Parties choose their addresses as set out on in Clause 1 of the Covering Schedule to serve as domicilium citandi et executandi for all purposes of the Agreement, which includes the giving of notice and the serving of documents or process.
- 31.2. Any notice given in terms of the Agreement which is:
- 31.2.1. delivered by hand during normal business hours to the Seller's or Purchaser's domicilium address shall be deemed to have been received by the Seller or Purchaser at the time of delivery;
 - 31.2.2. posted by prepaid registered post to the Seller's or Purchaser's domicilium address shall be deemed to have been received by the Seller or Purchaser on the 7th day after the day of its posting.
 - 31.2.3. communicated by facsimile or e-mail, shall be deemed to have been received by the Seller or Purchaser on received confirmation of the successful transmission thereof.
- 31.3. Where, in terms of this Agreement any communication is required to be in writing, the term "writing" shall include communications by telex, facsimile or e-mail. Communications by telex, facsimile or e-mail shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee on the day of transmission provided that transmission occurred during business hours.

32. GENERAL

- 32.1. The Parties undertake to do all such things that may be necessary, incidental or conducive to the implementation of the terms, conditions and import of the Agreement.
- 32.2. The Agreement constitutes the sole and entire Agreement between the Parties and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained or recorded herein shall be of any force or effect. The Purchaser acknowledges that it has been free to secure independent legal advice as to the nature and effect of all the provisions of this Agreement. The Purchaser acknowledges that all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the Parties in connection with the transaction contemplated in this Agreement.
- 32.3. No variation of the terms and conditions of this Agreement or any purported consensual cancellation thereof shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorized representative.

- 32.4. No indulgence which either party ("the Grantor") may grant to the other ("the Grantee") shall constitute a waiver of any of the rights of the grantor who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.
- 32.5. The Purchaser warrants that all consents required in terms of the Matrimonial Property Act No. 88 of 1984 have been obtained.
- 32.6. The Purchaser may not prior to transfer of the Property into his name, encumber or cede to any person his rights in terms of the Agreement.
- 32.7. Should any provision of the Agreement be contrary to any statutory provision or common law, the Agreement will not be void but any such contrary provisions will be regarded as pro non scripto to the extent that such act, statute or common law is thereby contravened.
- 32.8. Should the Agreement be signed by more than one Purchaser, the Purchasers shall be jointly and severally liable to comply with all the obligations of the Purchaser as set out in this Agreement. Should the Signatories to this Agreement as Purchaser be married in community of property and file for divorce prior to the Transfer Date, both Signatories to hereby agree to be jointly and severally liable to comply with the obligations of the Purchaser as set out in this Agreement and irrevocably undertakes to sign all documents and pay all amounts and fulfill all these obligations in terms if this Agreement punctually.
- 32.9. The Seller shall be entitled at any time to erect such signage, flagpoles, messages or other forms of noticed or advertising on the Common Property and/or the Building as may be legally permissible solely for the purposes of selling and or letting Sections in the Scheme.
- 32.10. During the development period, the Purchaser shall not be entitled to display any "For Sale" and/or "To Let" signs on the Building or on the Property or outside the Property without the prior written consent of the Seller having been obtained.
- 32.11. The Purchaser irrevocably consents to all approvals obtained or to be obtained by the Seller as referred to in Clause 3.1 of this Agreement.
- 32.12. The Seller shall be entitled at any time to erect such signage, flagpoles, messages or other form of notices or advertising on the Common Property and/or the Building as may be legally permissible solely for the purposes of selling and or letting Units in the Scheme, provided that it does not inconvenience owners of Units in the Scheme.
- 32.13. During the Development Period the Purchaser shall not be entitled to display any "For Sale" and/or "To Let" or similar signs on the Building, the Property or the Common Property, and, thereafter, without the prior written consent of the Body Corporate in terms of the Rules.

33. CONDITION PRECEDENT IN FAVOUR OF THE SELLER

33.1. APPROVALS REQUIRED

- 33.1.1. Insofar the development of the Land is concerned, this Agreement is subject to the fulfillment of the condition precedent in that, within 6 (Six) months after the Signature Date or such extended period as the Seller may determine in its own discretion, the Seller obtains all the statutory approvals from the relevant authorities necessary to undertake the envisaged development of the Land, including but not limited to, an amendment to the current sub-division and rezoning of the Land in terms of LUPO.

- 33.1.2. In the event of the aforesaid condition not being fulfilled within the abovementioned time frame, there shall be an automatic extension of such time period for a further period as the Seller in its sole discretion deem appropriate unless and until the Seller, by written notice to the Purchaser, advise that there shall be no further extension of the time periods set out above and notifies the Purchaser of the cancellation of this Agreement.
- 33.1.3. In the event of such cancellation the Seller will cause the Deposit to be refunded and any other amounts paid by the Purchaser in terms of this Agreement to be repaid to the Purchaser and the Parties will, except for the aforesaid, have no further claims against each other.
- 33.2. MINIMUM SALES
- 33.2.1. It is recorded that the Scheme will comprise Residential Sections. This Agreement is made subject to the Seller selling Residential Sections in the Scheme to a value of at least 80% of the aggregate value of all Residential Sections in the Scheme at the time that marketing commenced. For purposes of this Clause "sell" will mean the coming into existence of a deed of sale between the Seller and the Purchaser, which is not subject to the condition precedent referred to in Clause 6 above, or in respect of which such condition precedent, if imposed, has been fulfilled.
- 33.2.2. The time period for the fulfillment of this condition, will be determined by the Seller in its own discretion, unless and until the Seller, by written notice to the Purchaser, advise that there shall be no further extension of the time periods set out above and notifies the Purchaser of the cancellation of this Agreement.
- 33.2.3. In the event of such cancellation the Seller will cause the Deposit to be refunded and any other amounts paid by the Purchaser in terms of this Agreement to be repaid to the Purchaser and the Parties will, except for the aforesaid, have no further claims against each other.

34. PURCHASER'S RIGHT OF TERMINATION

34.1 If:

34.1.1 the Purchase Price is less than R250 000,00, and

34.1.2 the Purchaser is a natural person, then and in that instance Section 29A of the Alienation of Land Act 68 of 1981 applies to this Agreement and accordingly the Purchaser has the right to revoke this offer or terminate this Agreement by written notice to be delivered to the Seller, on or before midnight on the 5th day after signature of this Agreement by the Purchaser.

34.2 The abovementioned notice must:

34.2.1 be signed by the Purchaser or his representative, and

34.2.2 refer to this offer or Agreement as the offer or Agreement that is being revoked or terminated as the case may be, and

34.2.3 be unconditional.

35. OFFER

The offer to the Seller constituted by the Purchaser having signed this Agreement shall be irrevocable and may not be withdrawn except by written notice sent to the Seller by registered post, which, in any event, may not be given prior to the expiry of a period of 30 (Thirty) Business Days from the date of signature by the Purchaser.

SIGNED by the Parties hereto on the dates and places hereinafter set forth.

BY THE SELLER

At _____ on the _____ day of _____ 20__

AS WITNESSES:

1. _____

2. _____
SELLER

BY THE PURCHASER

At _____ on the _____ day of _____ 20__

AS WITNESSES:

1. _____

2. _____
PURCHASER(1) PURCHASER(2)

If Purchaser is a Company, Close Corporation or Trust: Name of Signatory:

Designation of Signatory:

Declaration: The person who signs this Agreement declares himself to be fully aware of the suretyships, guarantees and indemnities, where applicable.

ANNEXURE A

DRAWINGS

ANNEXURE B

FINISHES AND SPECIFICATIONS

1. BRICKWORK

- 1.1 Exterior Walls: All exterior walls will be of SABS approved cement Maxi stock bricks – 222mm x 115mm x 90mm, plastered and painted.
- 1.2 Interior Walls: Will be of SABS approved cement Maxi stock bricks – 222mm x 115mm x 90mm – and finished in one coat smooth plaster, with one (1) coat undercoat and two (2) coats interior acrylic in broken white/cream.

2. WINDOW SILLS

- 2.1 Exterior: Plastered and painted.
- 2.2 Interior: Will be finished in plaster and painted.

3. WINDOWS

- 3.1 All windows will be as per PLAN (White Epoxy Aluminium).

4. DOORS AND DOOR FRAMES

- 4.1 Front door: Standard Meranti door in standard Meranti frame, painted with one (1) coat primer- and two (2) coats white gloss enamel paint.
- 4.2 Back door: Standard Meranti door in standard Meranti frame, painted with one (1) coat primer- and two (2) coats white gloss enamel paint.
- 4.3 Internal doors: hollow core type in 1,2mm pressed steel frame, painted with one (1) coat primer- and two (2) coats white gloss enamel paint.

5. ROOF TRUSSES AND COVERING

- 5.1 Roof trusses will be manufactured and erected with pre-fabricated roof trusses.
- 5.2 Roof covering will be of cement tiles of recognized manufacturer and approved PVC underlay.
- 5.3 Colour of roof tiles as per developer's choice.

6. FLOOR COVERING

- 6.1 Kitchen and bathrooms: Will be ceramic tile of the DEVELOPERS choice.
- 6.2 Bedrooms, entrance hall and lounge: Will be of Belgotex Colour Rib carpeting selected by the DEVELOPER (With no underlay)

7. BUILT-IN-CUPBOARDS

One bottom kitchen cupboard with fit on single sink only. (No top cupboards are allowed for, only one bottom cupboard).

Bedroom Cupboards are an optional extra, please tick the box if you require a quote

8. SANITARY WARE

Will be of a type and colour selected by the DEVELOPER.

- 8.1 Bath and basin: Will be manufactured of white acrylic material
- 8.2 Toilet: Will be manufactured of white glazed porcelain.
- 8.3 Cistern: Will be ELF Plastic or equivalent.
- 8.4 Kitchen sink: Will be standard fit on single bowl stainless steel with extended BIP taps.
- 8.5 Taps: Will be as per DEVELOPERS choice.
- 8.6 Shower: Chrome plated rod only. (If Applicable)
- 8.7 Hot water cylinder: Will be 100 litres semi-pressure type.
- 8.8 Water connection and supply: Will be 15mm diameter apex pipe internally and 22mm polycop piping from the water meter to the building.
- 8.9 Rain water goods: Will be of PVC and will be the DEVELOPER's choice.
- 8.10 Garden taps: One garden tap to be provided on final hand-over.

9. ELECTRICAL INSTALLATION:

Positions of the distribution board and econometer, electrical outlets and switches, T.V. and phone points indicated on the PLAN, may for practical reasons, need to be altered/omitted and such alteration will be at the DEVELOPER's discretion. The following installations have been included:

PLUG POINTS:

- | | |
|--|--------------------------------|
| Lounge | - 1 Double plug point |
| Above working surface height in kitchens | - 1 single plug point |
| Refrigerator/freezer | - 1 single plug point |
| Stove | - Only conduit and draw box |
| Main bedroom | - 1 single plug point |
| 2 nd /3 rd bedroom | - 1 single plug point per room |
| Telephone | - 1 telephone point in lounge |
| TV Point | - 1 TV point in lounge |

10. TV ANTENNAE

No TV antennae will be supplied. Only conduit and draw boxes will be fitted.

11. LIGHT FITTINGS

- 1 x Single bowl head type per room.
- 1 x Single bowl head type per bathroom
- 1 x Single bowl head type in lounge
- 1 x Single bowl head type in kitchen
- 1 x Exterior light at back door
- 1 x Exterior light at front door

12. CEILINGS

Generally, will be a height of 2400, above floor level.

- 12.1 Internal: Will be H-Strip joint Rhino board with cove corners, painted with 2 (two) coats acrylic PVA.
- 12.2 Garage: There will be no ceiling to the garage (If Applicable).

13. WALL TILING

Will be selected for colour and/or design and/or shape by the EMPLOYER from the DEVELOPER's preferred range.

- 13.1 All tiling will be fixed by a specialist tiler appointed by the DEVELOPER.
- 13.2 All tiling will be from sink level 0.3m high in kitchen and bathrooms 0.3m splash back above basin and bath only, but will not be applied behind cupboards, bath or any other fixture or fitting.
- 13.3 Shower will be tiled from floor to 2.0m height. (if Applicable).

14. GLAZING

Clear sheet glass generally. Obscure glass to bathrooms to glazier's choice and all glass to conform to National Building Regulations in respect of thickness and type in relation to size and position.

15. IRONMONGERY

- 15.1 Internal doors are to be fitted with standard two lever mortice locksets and chrome plated furniture.
- 15.2 External doors are to be fitted with three lever mortice lockset with chrome plated furniture to front door and chrome plated furniture to kitchen door.

16. GARAGE (ON REQUEST)

Please ask for quote and it will be provided.

17. HOUSE NUMBER

Will be of a suitable type and will be of the DEVELOPER's choice.

18. SITE CLEARING

The property will be cleared of visible rubble. The existing natural contours of the site will generally be retained and only undue hillocks and mounds will be removed.

19. LANDSCAPING AND GARDENING

No landscaping will be done by the DEVELOPER.

20. FINISHES

The EMPLOYER hereby acknowledges and agrees that the choice of finishes will be limited to the range offered by the DEVELOPER as per these STANDARD SPECIFICATIONS and shall be subject to availability thereof.

21. BUILDING STANDARDS

All construction procedures and standards will be in accordance with the requirements of the NHBRC.

22. GENERAL

Barge/Fascia boards: Cement Fiber or Treated pine painted with one (1) coat primer- and two (2) coats white gloss enamel paint.

Skirtings: SA-Pine painted with one (1) coat primer- and two (2) coats white gloss enamel paint.

ANNEXURE C

CAPACITY OF PURCHASER

- 1.1 Should the Signatory sign this Agreement for the benefit of a Company or Close Corporation or other legal person to be incorporated or formed, he shall be personally liable as Purchaser for the proper performance of all the terms and conditions of the Agreement, if the said Company or Close Corporation or Trust or other legal person is not incorporated or formed and does not adopt and ratify unconditionally the terms and conditions of the Agreement within 90 (ninety) days after the date of which the Seller has signed this Agreement.
- 1.2 Should the Signatory sign this Agreement as Trustee for a Company not yet incorporated or as Trustee for a Close Corporation not yet formed, he shall be personally liable as Purchaser for the proper performance of all the terms and conditions of the Agreement if the said Company or Close Corporation is not incorporated or formed and does not in terms of the provisions of the Companies Act No 61 of 1973 or in terms of the Close Corporations Act No 69 of 1984 adopt and ratify unconditionally the terms and conditions of the Agreement within 90 (ninety) days after the date on which the Seller signs this Agreement.
- 1.3 In the event of the said Company or Close Corporation or Trust or other legal person being duly incorporated or formed and adopting and ratifying the Agreement in terms of 1.1 and 1.2 above, then the Signatory by his signature hereto, hereby interposes and binds himself in favour of the Seller as surety for and co-principal debtor in solidum with such Company or Close Corporation or Trustees of the Trust or other legal Person for the due and timeous performance by it of all its obligations as Purchaser in terms of the Agreement. The Signatory furthermore guarantees that such Company or Close Corporation or Trustees of the Trusts or other legal person will comply with all its obligations as Purchaser in terms of this Agreement and furthermore indemnifies the Seller against any damages that it may suffer as a result of the breach of any of the terms of this Agreement by such Company or Close Corporation or Trustees of a Trust or other legal person. The Signatory hereby renounces all benefits arising from the following legal exceptions and privileges:

non causa debiti – the right of the surety to require that the creditor must prove that there was a legal cause underlying the debt;

de errore calculi – the right of the surety to require that the creditor must prove that there was no error in calculation of the debt owed to him by the debtor;

revision of accounts – the right of the surety to require that the creditor must prove that the accounts need not be debated;

no value received – the right of the surety to require that the creditor must prove that the debtor had received value from the creditor;

beneficium de duobus vel pluribus reis debendi – the right of the surety to require that the creditor should have recourse against one or more other persons liable for the same debt jointly with the surety and not to proceed against the surety alone;

beneficium divisionis – the right of the surety, where there is more than one surety for the debtor's obligations, to require that the creditor must not sue the surety for the full amount owing under the suretyship but only for a pro rata share of the debt;

beneficium cedendarum actionum – the right of the surety to require that before the creditor sues him, the creditor must first cede his right of action against the debtor to the surety;

- or any other exceptions which might legally be taken by him against any claims made against him in his capacity as a surety as aforesaid, with the force and meaning whereof the said Signatory declares himself to be fully acquainted.
- 2.1 In the event that a Company or Close Corporation or Trust or other legal person is the Purchaser, the person who signs this Agreement on behalf of such Company or Close Corporation or Trust or other legal person by his signature thereto interposes and binds himself in favour of the Seller as surety for and co-principal debtor in solidum with such Company or Close Corporation or Trustees of a Trust or other legal person for the due and timeous performance by it of all its obligations as Purchaser in terms of the Agreement and furthermore by his signature hereto guarantees that the Purchaser exists, and that it has the power and capacity to enter into this Agreement and that the Purchaser will comply with all the terms of this Agreement and furthermore indemnifies the Seller against any damages that it may suffer as a result of the breach of any of the terms of this Agreement by such a Company or Close Corporation or Trustees of a Trust or other legal person.
- 2.2 The person referred to in Clause 2.1 who signs this Agreement also hereby renounces all benefits arising from the legal exceptions and privileges referred to in 1.3 above which might legally be taken by him against any claims made against him in his capacity as a surety and co-principal debtor as aforesaid, with the force and meaning whereof the said person declares himself to be fully acquainted.
3. In the event that a Company or Close Corporation or Trust or other legal person is the Purchaser, the person who signs this Agreement guarantees that he is duly authorized to sign this Agreement on behalf of such a Company or Close Corporation or Trust or other legal person and by his signature hereto indemnifies the Seller against any damages that it may suffer in the event that the Agreement may become unenforceable in view of the fact that he was not authorized to sign the Agreement on behalf of such a Company or Close Corporation or Trust or other legal person.
- 4.1 In the event that the Purchaser is described as "X or nominee", (X being the name and surname of a person) (X is hereafter in Clause 4 referred to as "the Principal Purchaser"), the Principal Purchaser will be personally liable for all the obligations of the Purchaser in terms of this Agreement if he does not in writing nominate a nominee to be the Purchaser and such nominee does not accept such nomination within 24 (twenty four) hours of the date that the Seller has signed the Agreement.
- 4.2 Should the Principal Purchaser validly nominate a nominee in terms of the provisions of this Clause 4, then:
- 4.2.1 all references to the Purchaser in this Agreement shall be deemed to be a reference to such nominee, provided that there shall be no further right of nomination;
- 4.2.2 the Principal Purchaser by his signature hereto interposes and binds himself in favour of the Seller as surety for and co-principal debtor in solidum with such nominee for the due and timeous performance by it of all its obligations as Purchaser in terms of this Agreement and the Principal Purchaser by his signature hereto guarantees that such a nominee will comply with all its obligations as set out in this Agreement and furthermore the Principal Purchaser indemnifies the Seller against any damages that it may suffer as a result of the breach of any of the terms of this Agreement by such a nominee;
- 4.2.3 the Principal Purchaser also hereby renounces all benefits arising from the legal exceptions referred to in 1.3 above which might legally be taken by him against any claims made against him in his capacity as surety as aforesaid, with the force and meaning whereof the said Principal Purchaser declares himself to be fully acquainted.

- 4.3 The Principal Purchaser hereby acknowledges that upon such nomination, transfer duty or additional VAT or legal fees plus VAT on legal fees may become payable on the transfer of the Property into the name of the nominee and undertakes, immediately on demand from the Transferring Attorneys to make payment of such additional fees plus VAT thereon and transfer duty or VAT to the Transferring Attorneys.

ANNEXURE D

LIST OF PRELIMINARY PARTICIPATION QUOTAS

Provisional PQ's: Hibiscus Village

Block	Floor	Bedrooms	Unit Number	Approximate Area m ²	PQ
C	Ground	2	1	41	3.371711
		2	2	41	3.371711
C	Ground	2	3	41	3.371711
		2	4	41	3.371711
C	Ground	2	5	41	3.371711
		2	6	41	3.371711
A	Ground	1	7	30	2.467105
		2	8	41	3.371711
		2	9	41	3.371711
		3	10	56	4.605263
	First	2	11	41	3.371711
		2	12	41	3.371711
A	Ground	1	13	30	2.467105
		2	14	41	3.371711
		2	15	41	3.371711
		3	16	56	4.605263
	First	2	17	41	3.371711
		2	18	41	3.371711
A	Ground	1	19	30	2.467105
		2	20	41	3.371711
		2	21	41	3.371711
		3	22	56	4.605263
	First	2	23	41	3.371711
		2	24	41	3.371711
B	Ground	2	25	41	3.371711
		2	26	41	3.371711
		3	27	56	4.605263
	First	2	28	41	3.371711
		2	29	41	3.371711
Totals				1216	100

ANNEXURE E

FICA REQUIREMENTS

The following documents must be furnished to comply with the *Financial Intelligence Centre Act, Act No 38 of 2001*, namely:

INDIVIDUALS / PARTNERSHIPS

1. a certified copy of page 1 of the Purchaser's Identity document, Marriage Certificate, Antenuptial Contract or Divorce order (if applicable) or, if married in community of property, also a certified copy of the Identity document of the Purchaser's spouse;
2. a certified copy of a Utility Bill addressed to the Purchaser's residential address (not postal address), or alternatively a Sworn Affidavit that the Purchaser currently reside at the said address;
3. a certified copy of a document issued by SARS reflecting the Purchaser's Income Tax number;
4. a cancelled cheque or particulars of the Purchaser's Bank account certified by his Bankers.

Documents which can be used for verification (not older than 3 months):

Bank statement / Rental agreement / Municipal account / Bond account statement / Telkom account / SARS return or IRP5 / Insurance policy / Salary advice / Motor license / Correspondence by body corporate of sectional title scheme

CLOSE CORPORATIONS / COMPANIES / TRUSTS

1. certified copies of the latest:

CLOSE CORPORATION (CC)

Certificate of Incorporation and Founding Statement, both of which must have the Registrar of Close Corporation's stamp and be signed by a member;

COMPANY

Certificate of Incorporation (CM1), Notice of Registered Office and Postal Address (CM22), both bearing the Registrar of Company's stamp and be signed by the Secretary of the company;

TRUSTS

Trust Deed or other founding document and Master's Letter of Authority;

1. A certified copy of all **members'/directors'/trustees'** Identity documents, Marriage certificates, Antenuptial contracts or Divorce orders (if applicable) or if married in community of property, a certified copy of the Identity document of such **member's/director's/trustee's** spouse;
2. A certified copy of a Utility Bill addressed to the **CC's / company's / trust's** physical business address (not postal address), or alternatively a Sworn Affidavit that the said address is currently the **CC's / company's / trust's** physical business address;
3. A certified copy of a document issued by SARS reflecting the **CC's / company's / trust's** Income Tax number;
4. A cancelled cheque or particulars of the **CC's / company's / trust's** Bank account certified by the **CC's / company's / trust's** Bankers;
5. A certified copy of the resolution in terms of which the property was purchased.

ANNEXURE F

SDP

ANNEXURE G

ESTIMATED BUDGET AND LEVIES

ANNEXURE H

PARKING LAYOUT AND PARKING BAY ALLOCATION