

AGREEMENT OF SALE

entered into by and between

ANDERSON DEVELOPMENTS (PTY) LTD

REG. NO: 2012/203443/07

the “OWNER”:

and

JARIDA CONSTRUCTION (PTY) LTD

REG. NO: 2015/430710/07

NHBRC REG. NO: 28223

the “BUILDING CONTRACTOR”

herein represented by
duly authorised hereto

MARIUS RUDOLF ANDERSON

and

I.D. No/s / :Reg.No.(if business) _____

the “PURCHASER/S”:

In respect of

SECTION NO _____ SCHEME KNOWN AS VILLA RUS

The “PROPERTY”

SCHEDULE

a. THE PROPERTY SOLD:

The property hereby sold is a unit in the residential Sectional Title Scheme to be known as **Villa Rus** which comprises of residential units to which is allocated rights to a parking bay/s, situated at Terenure X36 Township.

Unit No/s (Section and undivided share in the common property): _____

Parking Bay No/s (sole use area): Undercover: _____ Open: _____

Approximate size of Section: _____

b. PURCHASE PRICE (inclusive of VAT at 14%): R _____ (_____
_____ RAND)

c. PAYMENT OF PURCHASE PRICE

Total purchase price: R _____

Security deposit payable on signature of Agreement by Purchaser: R _____

Additional deposit (if applicable) payable within _____ days from date of signature of the Agreement by the Purchaser:

d. MORTGAGE LOAN:

Amount required: R _____

Date by which bond must be granted: 30 (thirty) days from date of signature of this Agreement or such extended date as the Owner may approve in clause 3.1

e. ADDITIONAL COSTS PAYABLE BY THE PURCHASER:

Electrical connection charges in the sum of R3 392.00 is payable by the Purchaser on date of bond grant.

Water connection charges in the sum of R3 261.00 is payable by the Purchaser on date of bond grant.

Occupational rent payable from date of occupation of the property by the Purchaser at 2% of Purchase Price.

Estimated levy payable to the Body Corporate from date of occupation of the Property by the Purchaser (Occupational levies): R _____

Estimated assessment rates payable to Ekurhuleni Metropolitan Municipality from date of registration of the Property into the name of the Purchaser: R _____

f. OWNER'S DOMICILIUM ADDRESS:-

Physical Address:

911 Lakeview Crescent Building, 25 Lakeview Crescent, Kleinfontein Lake Office Park, Benoni.

g. PURCHASER'S DOMICILIUM ADDRESSES:-

Physical Address: Purchaser 1 _____
Purchaser 2 _____
E-Mail: _____
Contact Number: _____

h. SELLING AGENT (if applicable):

Name of Agency: _____
VAT number of Agency _____
Income tax number of Selling Agent: _____
Income tax number of Selling Agent: _____
Listing Agent: Name of Agency: _____
Income tax number of Listing Agent: _____
E-Mail: _____
Telephone No. / Cell No: _____

i. CONVEYANCERS:

Name of Firm: Tuckers Incorporated
Business address: 84 Trichardts Road, Ravenswood, Boksburg. 1459
Postal address: P O Box 99, Boksburg. 1460
Telephone No: 011 897 1900
E-Mail Address: thea@tuckers.co.za

j. ANNEXURES:

- A. Schedule of finishes
- B. Floor Plans
- C. Typical Elevations
- D. Unit Layouts and/or Sectional Plans
- E. FICA Documentation
- F. Instruction to invest

k. BUILDING CONTRACTOR:

Name: Jarida Construction (Pty) Ltd
Registration Number: 2015/430710/07

The Owner has appointed the Building Contractor to effect the building of the units in the scheme _____ . The Building Contractor has done the building works within the regulations and requirements of the National Home Builders Registration Council.

SIGNED by the **Purchaser** at _____ on _____ 2018

AS WITNESSES:

1. _____ PURCHASER 1

2. _____ PURCHASER 2

herein represented by _____ (if the Purchaser is a Company / Close Corporation)

SIGNED by the **Owner** at _____ on _____ 2018

AS WITNESSES:

1. _____ OWNER

2. _____

SIGNED by the **Building Contractor** at _____ on _____ 2018

AS WITNESSES:

1. _____ BUILDING CONTRACTOR
herein represented by

2. _____

SIGNED by the **Selling Agent** at _____ on _____ 2018

AS WITNESSES:

1. _____ AGENT

2. _____

STANDARD CONDITIONS

RECORDAL

WHEREAS the Owner is the registered owner of the Land.

AND WHEREAS the Owner intends establishing a Residential Sectional Title Scheme in respect of the Land and Buildings erected (and to be erected) on the Land.

AND WHEREAS the Purchaser wishes to purchase a unit or units in the Sectional Title Scheme to be registered.

AND WHEREAS the Owner and the Purchaser enter into this Agreement to agree to the terms and conditions of the sale of the unit as well as matters incidental thereto.

NOW THEREFORE THE PARTIES AGREE AS SET OUT HEREUNDER

1. INTERPRETATION

For the purposes of this Agreement, unless the context indicates otherwise

- 1.1 "The Owner" means Anderson Developments (Pty) Ltd.
- 1.2 "The Act" means the Sectional Titles Act No. 95 of 1986 or any amendments thereof, and regulations promulgated in terms thereof and words used in this agreement bear the same meaning as defined in the Act.
- 1.3 "The Agreement" means the Schedule, the Standard conditions and Annexures each forming an integral part of this Agreement.
- 1.4 "Architect" means the architect appointed by the Building Contractor to act as such from time to time in respect of the Development or a member of a firm so appointed.
- 1.5 "The Body Corporate" means the controlling body of the Land and Buildings as contemplated in terms of Section 36 of the Act.
- 1.6 "The Buildings" means the buildings erected or to be erected on the Land reflected in the Annexures.
- 1.7 "Common Property" means those portions of the Land not forming part of any Section, in the Development and constituted as common property in terms of the Act.
- 1.8 "Conveyancers" means the Conveyancers as set out in Clause (i) of the Schedule.
- 1.9 "The Consumer Protection Act" means the Consumer Protection Act No. 68 of 2008 or any amendments thereof, and regulations promulgated in terms thereof.
- 1.10 "The Building Contractor" means JARIDA CONSTRUCTION (PTY) LTD, Registration Number 2015/430710/07, or its nominees and includes its successors-in-title.
- 1.11 "The Development" means the proposed sectional title development on the Land.
- 1.12 "Delivery" means the date of registration of the Unit/Section into the name of the Purchaser in the Deeds Office.
- 1.13 "Deposit" means the deposit as set out in Clause c of the Schedule.
- 1.14 "Direct marketing" means direct marketing as defined in the Consumer Protection Act.
- 1.15 "Land" means Portion 1 of Erf 2468, Terenure Extension 36.

- 1.16 "Land Surveyor" means the land surveyor appointed by the Owner , to act as such from time to time in respect of the Development or a member of a firm so appointed.
- 1.17 "Mortgagee Loan" means the loan required by the Purchaser as set out in Clause (d) of the Schedule.
- 1.18 "Occupation Date" means the date on which the Owner certifies that the Property is ready for possession and beneficial occupation.
- 1.19 "Participation Quota" means in relation to a Section, the decimal fraction allocated thereto in the Sectional Plan and which is calculated in terms of Section 32(1) of the Act.
- 1.20 "Prime Rate" means the rate of interest charged on overdraft facilities by Mercantile Bank Limited on unsecured loans from time to time. A certificate signed by the manager of any branch of the said bank shall be sufficient proof of the said prime rate charged from time to time.
- 1.21 "Property" means the Section as set out in Clause (a) of the Schedule.
- 1.22 "Purchase Price" means the total purchase price as set out in Clause (b) of the Schedule.
- 1.23 "The Rules" mean the Conduct Rules and Management Rules which may be viewed at the Conveyancer's office as set out in Clause (i) of the Schedule and which may be amended by the Owner prior to registration of the Sectional Plan and transfer of the first Unit.
- 1.24 "Sectional Plan" means the draft sectional plan and/or sectional plan approved by the Surveyor-General.
- 1.25 "Section" or "Unit" bear the meanings defined in the Act and with particular reference to this Agreement shall mean the Section forming part of the Property, notwithstanding that the Sectional Plan relating thereto may not be approved or registered.
- 1.26 "Selling Agent" shall mean the estate agent as set out in Clause (h) of the Schedule.
- 1.27 The provisions of the Schedule and Annexures shall be deemed to be incorporated in and form part of this Agreement.
- 1.28 Words and expressions defined in the Act shall have the meanings therein defined and pending the registration of the Sectional Plan in respect of the Owner 's Property, shall apply *mutatis mutandis* to the areas of which the Unit comprises.
- 1.29 Unless the context indicates otherwise, words in this Agreement importing any one gender shall include the other, and words importing the singular shall include the plural and *vice versa*.
- 1.30 The headings and clauses in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.31 The Purchaser confirms that the Purchaser has chosen English as the language of this Agreement, and all transfer documents to be prepared by the Owner 's Conveyancers.
- 1.32 If any provision of this Agreement is in conflict or inconsistent with the Law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions hereof.
- 1.32 Where the figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.
- 1.33 When any number of days are prescribed in this Agreement, it 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 proclaimed public holiday in the Republic of South Africa. Unless the context indicates otherwise, wherever a number of days are indicated, this shall be calendar days.

2. **SALE**

The Owner sells to the Purchaser who purchases from the Owner the Property subject to the further conditions of this Agreement.

3. **MORTGAGE FINANCE**

3.1 This sale shall be subject to and conditional upon the Purchaser procuring the Mortgage Loan from a bank or other financial institution no later than the date provided for in clause (d) of the Schedule or such extended period as the Owner in its sole discretion may determine.

3.2 **In the event that a loan is approved for an amount less than the Mortgage Loan and the Purchaser accepts such lesser amount, the Purchaser undertakes to furnish the Owner 's Conveyancers with either payment or a bank guarantee for the shortfall within 7 (seven) days from the date of the granting of the aforesaid loan.**

Initial:_____

3.3 The Purchaser hereby undertakes timeously to do all such things and to sign all such documents as may be necessary to apply for and procure the approval of the Mortgage Loan from a bank or other financial institution and to furnish written proof to the Owner of the granting or refusal thereof.

3.4 The suspensive condition pertaining to the Mortgage Loan shall be deemed to be fulfilled upon the issue by the bank or financial institution of a letter of grant in principle or a pre-agreement statement and quotation.

3.5 In the event that the condition in clause 3.1 is not fulfilled, this Agreement shall be of no force or effect and neither party shall have any claim against the other, except that:

- 3.5.1 the Owner shall refund to the Purchaser the Deposit with accrued interest;
- 3.5.2 The Purchaser shall be obliged to immediately vacate the Property.

4. **PURCHASE PRICE**

The Purchase Price is payable as follows:-

4.1 The Deposit is payable in cash or bank guaranteed cheque or via electronic transfer against the signature hereof by the Purchaser.

4.2 All amounts paid on account of the Purchase Price shall be paid to the Conveyancers and shall be held in trust by the Conveyancers and shall be paid to the Owner against transfer unless otherwise provided for herein. **Such amounts shall be invested in a trust interest bearing account, which interest shall accrue to the Purchaser until registration of transfer. The Purchaser's signature hereto constitutes the Purchaser's written consent in terms of Section 78(2A) of the Attorneys Act No. 53 of 1979, authorising the Conveyancers to invest all amounts paid on account of the purchase price in an interest bearing account.**

4.3 **The Purchaser shall be obliged to pay the further deposit to the Conveyancers, alternatively secure payment of same by delivery to the Conveyancers of a bank guarantee to the satisfaction of the Conveyancers within the time period provided for in clause (c) of the Schedule or such extended period as the Owner in its sole discretion may determine.**

Initial:_____

4.4 Withdrawal of any guarantee for any reason whatsoever shall constitute a breach by the Purchaser in respect of which breach the Owner shall not be required to give notice in terms of this Agreement. The remedies provided for below shall be applicable. If the Purchaser fails to effect payment of the purchase price against a tender of registration of transfer of the Property the Owner shall be entitled to either terminate this Agreement or to require the Purchaser to fulfil all obligations in terms of the Agreement.

4.5 All payments shall be made to the Conveyancers and may be directly deposited into any one of their Trust Accounts as follows:

BANK	BRANCH	BRANCH CODE	ACCOUNT NUMBER
STD	K90 BOKSBURG	011-842	02069-6302
NEDBANK	SUNWARD PLACE	190-442	1904-110-428
ABSA	EASTLANDS	631-556	404-797-0385
FNB	GAUTENG EAST	258-155	620-368-77051

Deposit reference: Villa Rus Unit Number and Surname

In the event of such a direct deposit, confirmation thereof must be sent to their offices (e-mail: thea@tuckers.co.za / info@tuckers.co.za or per fax: 011 918 0263 / 086 625 3127, Attention: Thea Nel). **In the event of the Purchaser failing to notify the Conveyancers of any deposit made and to supply documentation necessary for FICA (Financial Intelligence Act 38 of 2001 or prevention of organised crime act 21 of 1998), the Conveyancers shall not be liable to account for any loss in interest.**

Initial: _____

5. INTEREST (ONLY APPLICABLE IN THE EVENT OF A BREACH)

Any interest payable by the Purchaser in terms of this Agreement shall be calculated at the Prime Rate plus 2% (two per centum).

6. TRANSFER, DELIVERY AND MORTGAGE BOND

6.1 Delivery and transfer shall not be passed to the Purchaser, notwithstanding anything to the contrary herein contained, until such time as the Purchase Price and all other amounts for which the Purchaser may be liable in terms hereof have been paid, and/or payment thereof has been secured to the satisfaction of the Conveyancers.

6.2 Transfer of the Property shall be effected by the Conveyancers as soon as practically possible after the full purchase price has been secured. The Owner shall be liable for transfer fees and disbursements payable to the Conveyancer relating to the registration of the transfer of the property into the name of the Purchaser.

6.3 All fees and disbursements relating to the registration of any mortgage bond required as security of the Mortgage Loan shall be paid by the Purchaser upon demand by the Conveyancers.

6.4 **It is a material term of this Agreement that the Purchaser shall pay such amounts, sign such documents and furnish such information and documentation as may be required by the Conveyancers for transfer and by the attorneys appointed to register the mortgage bond, within 7 (seven) days of being requested to do so.**

Initial _____

6.5 In the event of registration of transfer to the Purchaser being delayed as a consequence of a default on the part of the Purchaser, then the Purchaser shall in addition to all other amounts payable by the Purchaser in terms of this Agreement, pay to the Owner monthly in advance, interest on the Purchase Price, less any amount actually paid to the Owner on account thereof, calculated from the date transfer would have been possible had it not been for the default of the Purchaser, until the date of actual transfer, both dates inclusive as certified by the Conveyancers acting as experts.

Initial_____

6.6 The Purchaser acknowledges and accepts that the Purchaser has bought the Property in a development where transfer to the Purchaser may be simultaneous with transfers to other Purchasers. Accordingly the Purchaser acknowledges and accepts that lodgment of the Purchaser's transfer documents at the Deeds Office shall be entirely at the discretion of the Conveyancers and the Purchaser's obligation to pay occupational rental or interest, as the case may be, shall remain, and be unaffected by any delay occasioned by the above.

Initial:_____

7. ADDITIONAL COSTS PAYABLE BY THE PURCHASER

7.1 The Purchaser will be liable for payment of the costs of the electrical and water connection charges payable in respect of the Property as set out in Clause (e) of the Schedule, which amounts have been paid by the Owner to Ekurhuleni Metropolitan Municipality, for which the Owner is entitled to claim a refund from the Purchaser.

7.2 The said charges will be payable by the Purchaser to the Conveyancers on date of bond grant, and in the event of the Purchaser not requiring a bond to finance this property, the deposits will be payable within 7 (seven) days of the Conveyancers requesting such payment in writing.

7.3 The Purchaser shall be liable for payment of the levies to the Body Corporate and assessment rates to Ekurhuleni Metropolitan Municipality from date of registration of the Property into the name of the Purchaser as stated in Clause (e) above. The exact amounts payable will be determined by both the Body Corporate in respect of the levies and the Ekurhuleni Metropolitan Municipality in respect of the assessment rates after registration of the Property into the name of the Purchaser.

Initial_____

8. OCCUPATION

8.1 Once the Architect has certified that the Property is available for beneficial occupation and after the Owner has received the Occupational Certificate issued by the Local Authority, then the Owner shall give the Purchaser 30 (thirty) days' written notice of the Occupation Date. The Purchaser or the Purchaser's agent must be available for handover of the Property within 7 (seven) days of delivery of such notice. **The Purchaser herewith authorises the Architect to accept handover on behalf of the Purchaser in the event of the Purchaser failing to take handover.**

Initial_____

8.2 From the Occupation Date, the Purchaser shall be liable for payment of all electricity and water consumed in or on the Property, as well as payment of occupational levies, until date of transfer.

Initial_____

8.3 **The Purchaser shall be entitled and obliged to occupy the Property on the Occupation Date and failure to do so or to accept the keys to the Property shall not affect the Purchaser’s liability to effect payment of all amounts pertaining to such occupation.**

Initial_____

8.4 The Owner and/or the Building Contractor’s duly authorised agent shall be entitled to inspect the Unit at all reasonable times for the duration of the Agreement.

8.5 Occupation of the Property by the Purchaser or anybody through the Purchaser shall not create a tenancy, and in the event of this Agreement being cancelled, all rights to the occupation of the Property shall lapse and the Property shall be vacated forthwith.

9. **OCCUPATIONAL RENT**

9.1 **Should transfer take place after the Occupation Date, the Purchaser shall pay occupational rent as set out in Clause (e) of the Schedule, from the Occupation Date to date of registration of the property into the name of the Purchaser, both dates inclusive, which shall be paid directly to the Owner monthly in advance on or before the 2nd day of each consecutive month. If the Occupation Date and/or registration date does not fall on the first day of the month, then the occupational rent payable shall be pro-rated for that month.**

Initial_____

9.2 **In the event of the Occupation Date occurring prior to the fulfilment of any suspensive condition or condition precedent, the Purchaser shall be liable for occupational rent from the Occupation Date notwithstanding that this Agreement may subsequently be of no force and effect by reason of non-fulfilment of any suspensive conditions or condition precedent.**

Initial_____

9.3 **The occupational rent shall be paid by the Purchaser into the following bank account elected by the Building Contractor, or such other account as notified by the Owner in writing:**

ACCOUNT NAME:	
BANK	
BRANCH	
BRANCH CODE	
ACCOUNT NUMBER	
REFERENCE:	UNIT NUMBER & SURNAME

10. **SCHEME NOT COMPLETED**

10.1 The Purchaser acknowledges that the Sectional Title Register has not yet been opened and same shall only be opened upon transfer of the first Property in the scheme.

- 10.2 **The Purchaser acknowledges that on the Occupation Date, the Common Property as well as other portions of the Buildings, may be incomplete and that occupants of the Property may suffer inconvenience from the building operations. The Purchaser acknowledges that the Purchaser shall have no claim whatsoever against the Owner and/or Building Contractor by reason of any such inconvenience.**

Initial_____

11. RECTIFICATION OF DEFECTS

- 11.1 The Purchaser shall be obliged, within 14 (fourteen) days of the Occupation Date, to notify the Owner in writing of all or any defects in the Property, failing which the Purchaser shall be deemed to have accepted the Property in good order and condition. The written notification shall be furnished to the Owner via e-mail to _____, alternatively the notice shall be hand delivered by the Purchaser to the Building Contractor's chosen domicilium address. The Owner shall cause all such reasonable repairs as may be necessary to rectify such defects to be effected within 30 (thirty) days of such notification, at the Building Contractor's cost.

- 11.2 **The Purchaser shall allow the Owner access to the Property during normal business hours in order to attend to the reasonable repairs.**

- 11.3 **The Building Contractor shall only be responsible for defects relating to faulty materials and/or workmanship and the Owner and/or Building Contractor shall under no circumstances be liable for any consequential loss or damage. The Purchaser hereby waives any claim relating to any such loss or damage.**

Initial_____

- 11.4 A certificate issued by the Architect to the effect that any defect has been rectified shall be final and binding on both parties and shall relieve the Owner from any further obligation in respect of such defect.

- 11.5 **The Purchaser acknowledges and agrees that the Purchaser shall have no claim against the Owner in respect of defects, whether latent, patent or otherwise in the Common Property or the Property save for defects of which the Purchaser has notified the Owner in accordance with the foregoing provisions.**

Initial_____

- 11.6 The Owner warrants that in respect of the Buildings :

11.6.1 The Building Contractor engaged to construct and erect the Buildings, is registered as a home builder;

11.6.2 The Buildings will be enrolled with the National Home Builders Registration Council;

- 11.7 The Building Contractor shall carry out such works and repairs that may be necessary to honour the term and condition of the warranty provided by the National Home Builders Registration Council in respect of the Property, the Building and other structures to be erected upon the Land.

- 11.8 The Common Property shall on the establishment of the Body Corporate, be inspected by the Architect and when approved by the Architect, the Owner shall be deemed to have fulfilled the Building Contractor's obligations to the owners and the Body Corporate and neither the owners nor the Body Corporate shall have any claim against the Owner in respect of the Common Property.

11.9 In the case of any defect for which the Owner is not liable, the Owner hereby cedes to the Purchaser its rights to claim from the contractor/ nominated sub-contractor / supplier (to the extent that the Owner is not precluded therefrom).

11.10 **Notwithstanding the foregoing provisions, the Owner shall not be liable for any defects in the Property beyond the Occupation Date in respect of the following:**

11.10.1 **hairline cracks in the plaster work;**

11.10.2 **any minor shrinkages/movement in expansion cracks between the different components but as materials used for cracking that might appear in the control movements of joints.**

Initial_____

11.11 In addition, the Purchaser shall not have any claim of any nature against the Owner and/or Building Contractor for any loss, damage or injury which the Purchaser, his agents and/or invitees may directly or indirectly suffer by reason of any latent or patent defects in the Property or any part thereof being in a defective condition or state of disrepair or arising out of vis major or casus fortuitous or any other cause either wholly or partly beyond the Building Contractor's control or arising out of any act or omission by any other owner in the Development.

11.12 All warranties and undertakings hereby given to the Purchaser in terms of this Agreement are personal to the Purchaser and cannot be alienated or transferred by the Purchaser in any way.

11.13 The Purchaser shall not be entitled to withhold, set-off or retain any amounts owing by the Purchaser to the Owner nor shall the Purchaser be entitled to withhold or abate payment of any amount due to the Owner in terms of the Agreement, regardless of whether any defects have not yet been rectified.

12. **SPECIAL PROVISIONS PRIOR TO THE ESTABLISHMENT OF THE BODY CORPORATE AND/OR TRANSFER**

12.1 It is recorded that the Body Corporate shall be deemed to be established on the registration of the first transfer in terms of Section 36 of the Act.

12.2 The Purchaser acknowledges that the Rules contained in Annexure 8 and 9 of the regulations promulgated under Section 35 of the Act shall be applicable and acknowledges and agrees that the Purchaser is acquainted with the provisions thereof.

12.3 The Purchaser further acknowledges that the Owner shall be entitled from time to time, and prior to the opening of the Sectional Title Register or registration of any future phases of the Development to impose additional rules in terms of the provisions of Section 35 of the Act and of which the Purchaser acknowledges that he will be bound. Such additional rules will be available for inspection at the Conveyancers.

12.4 The Purchaser agrees that:-

12.4.1 Immediately upon becoming the registered owner of the Property, the Purchaser will automatically become a member of the Body Corporate and will be and remain bound by its Rules for so long as the Purchaser is a registered owner.

12.4.2 Should the Purchaser sell the Property, the Purchaser will ensure that any potential buyer is made fully aware of the existence of the Body Corporate and the fact that such buyer will automatically become a member of the Body Corporate.

- 12.5 From the Occupation Date until the date of registration of transfer of the Property into the name of the Purchaser, the Purchaser shall:
- 12.5.1 keep the Property in good repair;
 - 12.5.2 permit the Owner or its agent at all reasonable times to enter and inspect the Property;
 - 12.5.3 **be responsible for all costs of electricity and water consumed in the Property, as well as for payment of occupational levies;**
 - 12.5.4 not make any alterations to the Property, alter the colour scheme or redecorate, without the Building Contractor's written consent first being obtained, which consent shall not be unreasonably withheld;
 - 12.5.5 save insofar as may be inconsistent with the provisions of this agreement, be responsible for all other obligations of an owner as set out in the Act;
 - 12.5.6 comply with all rules and regulations applicable to the Property;
 - 12.5.7 not be allowed to sell, transfer and/or cede the Property (including, but not limited to, the Purchaser's rights of occupation thereof) except with the prior written consent of the Building Contractor.

13. **NEW / PHASE DEVELOPMENT**

- 13.1 **This entire agreement shall be conditional upon the successful opening and registration of the Sectional Title Register and/or the registration of the extension of the scheme for the specific phase relating to the Land and the procurement of a Certificate of Registered Sectional Title for the Land and Buildings at the cost of the Owner. Should the Owner be unable to procure fulfilment of this condition for any reason whatsoever, the Owner shall be entitled to cancel this Agreement by notice in writing to the Purchaser. No liability or claims for damages or compensation, in the event of the scheme being cancelled, can be instituted against the Owner.**
- 13.2 **The Purchaser acknowledges that -**
- 13.2.1 **he is aware of the fact that the Property will form part of a sectional title scheme of which the Buildings are not yet complete and of which the register and/or the extension of the scheme for the particular phase with incorporates the Property, has still to be opened. The Agreement is therefore subject to the opening of a sectional title register in phases in the Deeds Office whereby the Property shall come into existence;**
 - 13.2.2 **the Owner has reserved a real right of extension of the scheme in terms of Section 25 of the Act and the Purchaser hereby grants consent thereto as far as needs be. This real right of extension will entitle the Owner to erect further units on the land that will form part of the common property;**
 - 13.2.3 **the register and/or extension of the scheme will be registered as soon as is reasonably possible and transfer of the Property shall take place simultaneously with or after the opening of the register and/or extension of the particular phase;**

- 13.2.4 it remains the Owner's sole and exclusive prerogative to proceed with the development of the sectional scheme and construction of the Property. In the event of the Owner electing not to proceed with the development of the sectional scheme and/or construction of the Property for any reason whatsoever, this Agreement shall lapse and the Purchaser shall be refunded any amounts paid by the Purchaser on account of the Purchase price. This provision is accepted by the Purchaser as being reasonable;
- 13.2.5 no liability or claims for damages or compensation, in the event of the scheme being cancelled, can be instituted against the Owner;
- 13.2.6 the Owner shall be entitled to impose conditions in respect of the Scheme as contemplated in terms of Section 11(2) of the Act. The Purchaser shall be obliged to accept transfer of the Property subject to such conditions as may be imposed by the Owner;
- 13.2.7 The Purchaser acknowledges that construction work in and about the scheme may still be in progress when the Purchaser occupies the Property, in which event the Purchaser shall have no recourse against the Owner or the Agent relating to any nuisance or disturbance arising from such construction.

Initial_____

14. SECTIONAL PLAN

- 14.1 The Purchaser acknowledges that the Sectional Plan has not yet been approved and that the exact boundaries of the Section forming part of the Property shall be those shown on the final approved Sectional Plan will be substantially in accordance with those set out in the Annexures. The undivided share of the Common Property apportioned to the Section shall be in accordance with the Participation Quota, which is ultimately determined in terms of the Act upon approval and registration of the Sectional Plan.
- Initial_____
- 14.2 The Purchaser acknowledges that the extent of the Property on the final Sectional Plan will be measured by the Land Surveyor in accordance with the Act. It is specifically recorded that the extent includes internal walls within the Property and that, as a general rule, the Property boundary extends to the median line contiguous to the adjoining Units and Common Property.
- Initial_____
- 14.3 The Purchaser shall not be entitled to claim cancellation of this Agreement or any reduction in the purchase price by reason of any minor alterations to the size of the Property to that shown on the Plans. For purposes of clarity and good order, a minor alteration in size shall be a decrease in the area of the Property greater than 5% (five per centum). The Purchaser undertakes to accept transfer of the Property as redefined and renumbered in the Sectional Plan approved by the relevant local authority and the Surveyor General.
- Initial_____
- 14.4 The Land Surveyor shall have the sole decision upon whether a deviation referred to in clause 14.3 above is minor and his decision shall be binding upon the parties.

15. **SELLING AGENT'S COMMISSION**

15.1 The Owner shall pay the commission of the Selling Agent. The commission shall be agreed between the Owner and the Selling Agent.

15.2 **The Purchaser warrants that the Purchaser was not introduced to the Property, or this Agreement, by any agent other than the Selling Agent. The Purchaser indemnifies the Owner and holds it harmless against all costs, charges, claims, demands, expenses, loss and damage which may be incurred, made against or suffered by the Owner arising out of any breach of the foregoing warranty.**

Initial_____

15.3 **In the event of this Agreement being cancelled as a consequence of a breach on the part of the Purchaser, the Purchaser will be liable for payment of the commission due to the Selling Agent.**

Initial_____

16. **JURISDICTION / COSTS**

16.1 The Purchaser hereby consents in terms of Section 45 of the Magistrates' Courts Act, No. 32 of 1944, as amended, to the jurisdiction of any Magistrates' Court having jurisdiction over the Purchaser's person under Section 28 of that Act, notwithstanding that any action or proceeding arising out of this Agreement would otherwise be beyond the jurisdiction of such Court. The Owner shall, however, have the right to institute action in any other Court of competent jurisdiction.

16.2 The Purchaser agrees that, in the event of the Owner instructing its attorneys and/or taking legal proceedings against the Purchaser pursuant to a failure by the Purchaser to fulfil any of its obligations in terms hereof, then the Purchaser shall pay all legal costs plus VAT incurred by the Owner in connection therewith as between attorney and own client, including collection laid down at the tariff rate applicable.

17. **JOINT AND SEVERAL LIABILITY**

Should this Agreement be signed by more than 1 (one) person as Purchaser, the obligations and liability of all the said Purchasers shall be joint and several.

18. **TRUSTEE / DIRECTOR / MEMBER**

18.1 If this Agreement is entered into, by the signatory for the Purchaser in a capacity director for a company to be formed, then the said signatory, by the signatory's signature hereto, hereby binds the signatory in favour of the Owner as surety and co-principal debtor, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company in terms of or arising out of this Agreement or any cancellation hereof; and

18.2 Without prejudice to the foregoing provisions, in the event of such company not being formed within 30 (thirty) days after the date of signature of this agreement by the Purchaser, and/or failing to ratify and make the provisions of this Agreement binding upon itself, and/or failing within 7 (seven) days of being formed to deliver to the Conveyancers the originals or certified copies of its Memorandum of Incorporation, Certificate to Commence Business, Certificate of Incorporation, and all necessary resolutions of shareholders and/or directors in respect of this sale, in the case of a company, or of its Founding Statement, any applicable association agreement, then and in any such event, the said signatory shall be personally liable in terms hereof as if the signatory had contracted in his own personal capacity.

19. **COMPANY / CLOSE CORPORATION / TRUST**

If this Agreement is signed as Purchaser by a person purporting to act for and on behalf of a company, close corporation or trust (other than a company not yet formed), the signatory shall be deemed to warrant that the signatory is duly authorised to sign this Agreement and shall by the signatory's signature hereto bind the signatory thereto in favour of the Owner as surety and co-principal debtor together with such company, close corporation or trust under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company, close corporation or trust in terms of or arising out of this Agreement or any cancellation hereof.

20. **BREACH**

20.1 Should the Purchaser fail to pay any amount, or fail to provide the guarantee(s) required in terms of this Agreement on due date, or commit a breach of any other of the terms and conditions of this Agreement and remain in default for 7 (seven) days (unless such breach occurs after the transfer documents have been lodged in the Deeds Office for registration, in which case the 7 (seven) day period may at the election of the Owner be reduced to 24 (twenty four) hours after dispatch of a written notice), requiring such breach to be remedied, the Owner shall be entitled without prejudice to any other rights it may have in Law, including the right to claim damages:

20.1.1 to cancel this agreement without any further notice and to retain all monies paid by the Purchaser in terms hereof, pending determination of damages; or

20.1.2 to claim immediate performance and/or payment, of all the outstanding obligations in terms of this Agreement, including immediate payment of the balance of the purchase price.

20.2 Should the Purchaser dispute the right of the Owner to cancel this Agreement and/or remain in occupation of the Property after the date of cancellation, then pending the determination of that dispute and/or vacation of the Property, the Purchaser shall be obliged to continue payment of all the amounts payable by it in terms of this Agreement on the due dates thereof and the Owner shall be entitled to recover and accept those payments without prejudice to the Owner's claim for cancellation of this Agreement or any other rights of the Owner whatsoever. Notwithstanding the foregoing, the above occupancy shall not be regarded as creating a tenancy either in terms of a statutory provision or at common law.

20.3 Upon the cancellation of the Agreement for any reason whatsoever, the Purchaser hereby undertakes to vacate forthwith the Property and shall cease to have any rights under this Agreement and the Owner shall immediately be entitled to resell the Property.

21. **NOTICE ADDRESS**

- 21.1 The parties to the Agreement choose the addresses set out in Clauses (f) and (g) in the Schedule as their respective *domicilium citandi et executandi* for all purposes arising here out and as their respective addresses for the service of any notices required to be served upon them hereunder.
- 21.2 Any notice or communication required or permitted in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give such notice by telefax and/or by e-mail.
- 21.3 Either party may by notice to the other change the physical address chosen as its notice address or may advise a telefax number and/or e-mail address or change the telefax number and/or e-mail address; provided that such change(s) shall only become effective on the 6th (sixth) business day after the date of receipt, or deemed date of receipt, of such notice by the addressee.
- 21.4 Any notice to a party shall:
- 21.4.1 if sent by pre-paid registered post, be deemed to have been received on the fourth business day after posting unless the contrary is proved.
- 21.4.2 if delivered by hand, shall be deemed to have been received on the day of delivery or on the next business day if the day of delivery is not a business day.
- 21.4.3 if sent by telefax and/or e-mail, shall be deemed to have been received on the date of dispatch or on the next business day if the time of dispatch is not on a business day unless the contrary shall otherwise be proved.
- 21.5 Notwithstanding anything to the contrary herein contained, any written notice or communication actually received by a party to this agreement shall be an adequate written notice or communication to it/him notwithstanding that it was sent to or delivered at the chosen notice address or transmitted to such party's telefax and/or e-mail address as stipulated herein.
- 21.6 The Purchaser shall with effect from the Occupation Date be deemed to have changed his domicilium to the Unit.

22. **GENERAL CONDITIONS**

- 22.1 The parties acknowledge that this Agreement represents the entire agreement between them and that no other conditions, stipulations, warranties and/or representations whatsoever whether express or implied have been made by either party or their agents other than as set forth in this agreement.
- 22.2 The terms of this Agreement form the sole contractual relationship between the parties and no variation of this Agreement shall effect the terms hereof unless such variation shall be reduced to writing under the hands of the parties hereto.
- 22.3 No extension of time or indulgence granted by either party to the other shall be deemed in any way to affect, prejudice or derogate from the rights of such party in respect of this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a novation of this Agreement.

22.4 Each of the parties hereby undertakes to sign and/or execute all such documents (and without limiting the generality of the foregoing), same shall include the execution of the necessary Power of Attorney, Transfer Duty Declarations and personal affidavits.

23. **OFFER ACCEPTANCE**

In as much as this Agreement, signed by the Purchaser and delivered to the Owner, shall constitute an offer to purchase the Property, such offer shall not be capable of being withdrawn and shall remain open for acceptance by the Owner signing same within 14 (fourteen) days after the date of signature thereof by the Purchaser.

24. **DIRECT MARKETING**

24.1 The Purchaser, in the event of having concluded this Agreement as a result of Direct Marketing, has been informed of the "cooling off" rights provided for in Section 16 read with Section 20(2)(a) of the Consumer Protection Act, to rescind a transaction, without reason or penalty, within 5 (five) days of the date specified in the Consumer Protection Act.

	YES	NO
This agreement was concluded as a result of direct marketing as contemplated by the Consumer Protection Act		
The Purchaser has the right to cancel the agreement of sale within 5 (five) days as contemplated by the aforesaid Act		

Initial_____

25. **CONSUMER PROTECTION ACT**

25.1 **The Purchaser acknowledges that this Agreement contains certain provisions which:**

- 25.1.1 **limit the risk or liability of the Owner and/or Building Contractor;**
- 25.1.2 **constitute an assumption of risk or liability on the part of the Purchaser;**
- 25.1.3 **impose an obligation on the Purchaser to indemnify the Owner; and/or**
- 25.1.4 **constitute an acknowledgement of facts by the Purchaser.**

25.2 **By signing at the end of this clause, the Purchaser acknowledges that the Owner has provided sufficient time and opportunity for the Purchaser to receive and comprehend the nature and effect of the provisions of this Agreement.**

Signed by the Purchaser:_____

26. **GENERAL**

All warranties, acknowledgements and undertakings by and on behalf of the Purchaser, are subject to and without prejudice to the rights conferred on the Purchaser in terms of the Consumer Protection Act.

SIGNED by the **Purchaser** at _____ on _____ 2018

AS WITNESSES:

1. _____ PURCHASER 1

2. _____ PURCHASER 2

herein represented by _____ (if the Purchaser is a Company / Close Corporation)

SIGNED by the **Owner** at _____ on _____ 2018

AS WITNESSES:

1. _____ OWNER

2. _____

SIGNED by the **Building Contractor** at _____ on _____ 2018

AS WITNESSES:

1. _____ BUILDING CONTRACTOR herein represented by

2. _____

SIGNED by the **Selling Agent** at _____ on _____ 2018

AS WITNESSES:

1. _____ AGENT

2. _____

INSTRUCTION TO INVEST TRUST MONEYS
(In respect of a conveyancing transaction)
Section 78(2A) of the Attorneys Act, 1979 (Act No 53 of 1979)

To: TUCKERS INC
Attorneys, Notaries & Conveyancers
BOKSBURG

TRANSFER FROM:

REGISTRATION NUMBER: _____

OF: SECTION _____ VILLA RUS

I/We, the undersigned,

NAME/S: _____

ID / REG NO: _____

being the Transferee/s in the abovementioned transaction, hereby confirm my/our instructions to TUCKERS INC to invest all funds paid to TUCKERS INC by me/us on account of the purchase price, on the basis that:

1. the amount is invested in a trust savings account or other interest-bearing account;
2. the account contains a reference to Section 78(2A) of the Attorneys Act 1979 (Act No 53 of 1979);
3. the interest which accrues on such investment is to be for the company/close corporation/my benefit and is to be paid to me/us/it into the bank account indicated in the attached Personal Information document, after deducting your professional fee and costs for administering the investment, as soon as possible after the date of registration of the above-mentioned transaction;
4. the capital amount invested is to be paid in accordance with the transferor's instructions on the date of registration of transfer.
5. I am aware of the fact that while the funds are so invested with the said bank, the funds are not protected against a possible liquidation of the said bank.

PURCHASER/S

DATE

PERSONAL INFORMATION - PURCHASER/S

Full name/s: _____

Identity no/s / Registration no: _____

Income tax no: _____

South African resident (yes/no): _____

Physical address: _____

Postal address: _____

Tel no (incl. area code): _____

Fax no (incl. area code): _____

Balance to: _____

Bank Name: _____

Account no.: _____

Branch no.: _____

PURCHASER/S

DATE