

ERF: _____

FLOOR PLAN: _____

AGREEMENT OF SALE

between

OUDE CHARDONNAY RETAIL PROPRIETARY LIMITED

Registration Number **2011/002148/07**

(the "**Seller**")

and

THE PARTY WHOSE FULL PARTICULARS APPEAR IN THE ATTACHED SCHEDULE

(the "**Purchaser**")

WHOSE FULL PARTICULARS APPEAR IN THE SCHEDULE

CAUTIONARY NOTICE: APPLICATION OF THE CONSUMER PROTECTION ACT

You should not sign this Agreement before having had adequate opportunity to consider and understand this clause and all the provisions of this Agreement, or before having them explained to you, as this Agreement contains provisions (that have been highlighted in bold in order to draw specific attention to them) that:

- *Limit in some way the risk or liability of the Seller or any other person;*
- *Constitute an assumption of risk or liability by you;*
- *Impose an obligation on you to indemnify the Seller or any other person for some cause; or*
- *Is an acknowledgement of a fact by you.*

I acknowledge having read and understood the above Cautionary Notice before signing this Agreement.

By initialling next to a provision that has been highlighted in bold I acknowledge that I have been given sufficient opportunity to receive and comprehend the relevant provisions.

PREAMBLE

The Seller hereby sells to the Purchaser who hereby purchases the Property on the following terms and conditions:

1.1 Definitions

In this Agreement, unless the context otherwise indicates:

- 1.1.1 **the Agent** means the agent as appointed by the Seller from time to time;
- 1.1.2 **this Agreement** means this Agreement of Sale, including the Schedule and all the Annexures;
- 1.1.3 **Approve** means final approval by the relevant competent authorities (and where an appeal has been lodged against an approval, such approval shall become final upon the determination of such appeal) and the term "approval" shall have a corresponding meaning;
- 1.1.4 **Association** means the property owners association known as the "*Oude Chardonnay Estate Homeowners' Association*" established for the development of Remainder Erf 2883 Paarl, which includes the Development, in terms of section 29 of the Land Use Ordinance 1985 and which Association's constitution is annexed hereto marked "**C**";
- 1.1.5 **Building Agreement** means the separate (but linked) building agreement referred to in clause 20 below, annexed hereto marked "**D**";
- 1.1.6 **Business day** means a day other than a Saturday, Sunday or a day which is a recognised public holiday in the Republic of South Africa;
- 1.1.7 **CPA** means the Consumer Protection Act, No. 68 of 2008 (as amended);
- 1.1.8 **Contractor** means the building contractor who is appointed in terms of the building agreement to attend to the building of a residential dwelling on the Property;
- 1.1.9 **the Conveyancers** means the conveyancers referred to in the Schedule;
- 1.1.10 **the Development** means the residential development to be established on Remainder of ERF 2883 PAARL, which is to be known as "**Oude Chardonnay Estate / The Villas - Phase 6**" and includes all such additional area/s as may be incorporated as further phases into the development;
- 1.1.11 **the Parties** means the Seller and the Purchaser or any combination of them as the context may indicate and "**Party**" means any one of them as the context may indicate;

- 1.1.12 **the Plan** means the proposed plan of subdivision annexed hereto marked "B";
- 1.1.13 **the Possession Date** means the date of registration of transfer of the Property or such earlier date as the Seller may stipulate and notify the Purchaser of in writing;
- 1.1.14 **Prime Rate** means the publicly quoted basic rate of interest per annum in South Africa (as certified by any manager of ABSA Bank Limited whose appointment, designation and authority it shall not be necessary to prove) at which that bank lends on unsecured overdraft to its most favoured customers, compounded monthly in arrears;
- 1.1.15 **the Property** mean the immovable property sold to the Purchaser in terms of this Agreement, identified in the Schedule and as shown on the Plan, being a vacant serviced residential erf;
- 1.1.16 **the Purchaser** means the person described in the Schedule;
- 1.1.17 **the Schedule** means the information sheet attached hereto marked "A";
- 1.1.18 **the Seller** means the party described in the Schedule, including his successors in title and assign; and
- 1.1.19 **Signature Date** means the date upon which this Agreement is signed by the party who signs same last in time.
- 1.2 **Interpretation**
- 1.2.1 The headings above the clauses of this agreement are provided for convenience of reference only and shall not be taken into account in the interpretation of any provisions hereof.
- 1.2.2 In this Agreement, unless inconsistent with the context, words importing one gender shall include the other gender, neuter and corporations, and words importing the singular shall include the plural, and vice versa, and persons shall include partnerships, trusts and bodies corporate and vice versa, unless the contrary is clearly intended.
- 1.2.3 If any provision in the Schedule, this clause 1 and or clause 2 is a substantive provision conferring rights or imposing obligations on any party, then notwithstanding that such provision is contained in the information schedule, clause 1 and/or 2 (as the case may be) effect shall be given thereto as if such provision was a substantive provision in the body of this agreement.
- 1.2.4 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of South Africa.
2. **RECORDAL**
- 2.1 The Seller has applied for approval of the rezoning and subdivision of Remainder of Erf 2883 Paarl in accordance with the Plan, which will comprise the Development.
- 2.2 The Property is not the subject of a separate title deed on the Signature Date hereof and the earliest date on which the Property shall be capable of being registered in the name

of the Purchaser is as soon as possible after the date upon which all the conditions of approval of the Development, as imposed by the local authority including installation of services, have been complied with.

- 2.3 It is recorded that the Seller or its Agent may have used models and brochures and other advertising material in marketing and presenting the proposed development to the Purchaser and the public at large. **The furniture, finishing and fittings shown in the advertising material were for advertisement purposes only and the Purchaser acknowledges that the finishes and fittings to his or her Property will comply with the Schedule of Finishes that he or she has chosen.**
- 2.4 **The Purchaser has inspected the Plan and declares itself to be fully acquainted with all relevant particulars relating to the Property as shown on the Plan, as well as the situation and approximate extent thereof.**
- 2.5 **The Purchaser acknowledges that he or she has been provided with an opportunity to read and understand the terms of this Agreement and all Annexures and Schedules thereto.**

Initial

3. PURCHASE PRICE AND PAYMENT

- 3.1 The purchase price of the Property shall be the sum stated in the Schedule. The purchase price payable by the Purchaser to the Seller for the Property shall be paid by the Purchaser as follows:
- 3.1.1 A reservation deposit in the amount stated in the Schedule is payable to the Agent within 3 (three) Business days of the Signature Date.
- 3.1.2 The balance of the purchase price to the Seller on the date of registration of transfer of the Property, **payment of which shall be secured by an irrevocable bank guarantee delivered to the Conveyancers within 7 (seven) business days after receipt by the Purchaser of a written request from the Conveyancers to do so** provided that, if applicable, such request will only be made after the loan referred to in 19.1.3 below has been granted. The aforesaid irrevocable bank guarantee shall be issued by a registered South African financial institution acceptable to the Seller. The said bank guarantee shall provide that payment in terms thereof shall be made, free of any exchange or bank charges, to the Conveyancers (for credit of the Seller) at Cape Town.
- 3.2 The purchase price shall be paid by the Purchaser to the Seller without deduction or set-off.
- 3.3 The Purchaser hereby undertakes to provide the Conveyancers with all such information and/or documentation required in order to comply with the Financial Intelligence Centre's Act No 38 of 2001 requirements.
- 3.4 Any funds received into the trust account of the Conveyancers shall be invested in an interest bearing trust account for the benefit of the Purchaser until date of registration of transfer of the Property, at which time the capital invested will be released to the Seller and the interest to the Purchaser. The Conveyancers are so authorised.

Initial

Initial

4. INTEREST

- 4.1 In the event of:
- 4.1.1 the Purchaser failing and/or refusing timeously to deliver the bank guarantee in terms of 3.1.2 above; or
- 4.1.2 the Purchaser failing or refusing to sign any or all the transfer documents and to return same to the Conveyancers together with
- 4.1.2.1 all other documents, resolutions and certificates required by the Conveyancers; and
- 4.1.2.2 the Purchaser's payment of the bond costs as estimated by the Conveyancers within 5 (five) Business days after receipt of the said bond documents; or
- 4.1.3 the Purchaser failing to pay any monies due in terms of this Agreement; or
- 4.1.4 the Purchaser in any way delaying the transfer of the Property;
- then the Purchaser shall, in either event and without prejudice to any and all other rights of the Seller in terms of and/or arising from this Agreement, pay interest at the Prime Rate plus 3% (three percent) to the Seller on the balance of the purchase price calculated from the date referred to in clause 4.1.1, 4.1.2, 4.1.3 and 4.1.4 to the date of transfer.

5. TRANSFER

- 5.1 Transfer of the Property shall be given and taken upon the estimated transfer date as recorded in the Schedule or as soon as possible thereafter, on condition that the Purchaser shall have complied with all the terms and conditions hereof.
- 5.2 **The Purchaser hereby acknowledges that the Conveyancers shall attend to the registration of transfer of the Property.** The Seller shall be liable for payment of the costs of transfer.
- 5.3 **The Purchaser specifically acknowledges and accepts that lodgement of the Purchaser's transfer documents in the Deeds Registry shall be entirely in the discretion of the Conveyancers. The Purchaser agrees that any delays in registration of transfer shall not give rise to any rights by the Purchaser to cancel this Agreement or to claim damages or otherwise and the sale shall continue to be of full force and effect notwithstanding any delay in registration of transfer.**
- 5.4 Without prejudice to any other rights it may have, the Seller shall be entitled to withhold transfer in the event of any monies being outstanding by the Purchaser whether in respect of the purchase price, costs, occupational rental, levies or any other amount due under this Agreement.
- 5.5 Should the Purchaser fail to return on request any of the transfer documents, duly signed and completed, together with all such other documents, resolutions and certificates as may be required by the Conveyancers for transfer purposes, the Purchaser will be in breach of this Agreement in which event the Seller will be entitled, without prejudice to any and all other rights which the Seller may have in terms of this Agreement, to act in terms of clause 11 below.

Initial

Initial

Initial

6. POSSESSION AND OCCUPATION

6.1 The Seller shall give the Purchaser possession of the Property on the Possession Date.

6.2 All risk, profit and loss in respect of the Property shall pass to the Purchaser on the Possession Date.

6.3 **It is recorded that the Purchaser shall hand possession of the Property to the Contractor to enable him to commence and complete the construction of the dwelling to be erected on the Property in terms of the building agreement. The provisions of clause 6.1 shall not detract from or in any way prejudice the builders' lien which the Contractor will acquire over the Property when it commences with the building works on the Property in accordance with the building agreement.**

Initial

6.4 The Purchaser acknowledges that the building and landscaping activities to be carried out on the properties forming part of the Development may result in the Purchaser suffering inconvenience due to, amongst other, dust, noise and other inconveniences associated with such building activities.

6.5 **The Purchaser acknowledges that it shall have no claim whatsoever against the Seller, nor shall the Purchaser be entitled to any reduction in the purchase price or interest thereon by reason of any such inconvenience and/or interruption referred to in clause 6.4 above. The Seller shall however use its best endeavours to procure that such inconvenience or interruption is kept to a minimum.**

Initial

7. CONDITION OF THE PROPERTY

7.1 The Seller does not furnish any explicit or tacit guarantees in regard to the Property. **The Purchaser acknowledges that he was not persuaded into entering into this Agreement by any representations made to him by the Seller or any representative of the Seller, other than what is contained in this Agreement.**

Initial

7.2 The Property is offered for sale to the Purchaser in the specific condition in which it stands.

7.3 In the event that the CPA does not apply to the transaction between the parties it is hereby recorded, despite any other provision to the contrary, that the Property is sold *voetstoots* to the Purchaser and that the Purchaser shall have no claims of any nature against the Seller for any defects in the Property.

7.4 The Property is sold subject to the title conditions and servitudes as set out in the existing title deed or deeds, all rights and encumbrances set out in the conditions of establishment and/or contained in the relevant township plan and to such further conditions as may have been imposed by any competent authority when approving the subdivision(s) of Remainder of Erf 2883 Paarl.

8. RATES, TAXES, WATER, ELECTRICITY AND SERVICES

The Purchaser shall be liable for rates, taxes, water, electricity and services levied by the local authority in respect of the Property calculated from the Possession Date. The Purchaser will pay the connection fee for water, electricity and sewerage within 3 (three)

Initial

Business days of being requested to do so by the Conveyancers.

9. **WARRANTY**

9.1 **The Parties acknowledge that in terms of section 56 of the CPA an implied warranty is created whereby the Seller warrants that the Property complies with the requirements and standards laid down by the CPA, except to the extent that the Property has been altered contrary to the instructions of the Seller, or has been transferred to the Purchaser as contemplated in this Agreement;**

9.2 **The Seller acknowledges that the Property:**

9.2.1 **is a vacant, serviced, residential erf suitable for the purposes for which it is zoned and generally intended;**

9.2.2 **is free of any defects; and**

9.2.3 **will be useable and durable for a reasonable period of time, having regard to the use to which it would normally be put.**

Initial

10. **DEVELOPMENT CONFIGURATION**

10.1 **The Seller reserves the right to change the development configuration and layout of the Development from that as is shown on the Plan and any such changes shall not give rise to any claims by the Purchaser against the Seller for cancellation or otherwise provided that the Property shall not be materially affected by any such changes.**

10.2 **The Purchaser acknowledges that the Plan has not been approved by the local authorities and accordingly the exact and final boundaries and area of the Property and the other subdivisions as reflected on the proposed plan of subdivision may differ from that as depicted therein.**

Initial

11. **BREACH**

11.1 **Should the Purchaser commit a breach of any of the terms and conditions of this Agreement and fail to rectify such breach within 7 (seven) Business days reckoned from the date of receipt of a notice handed or sent to him by or on behalf of the Seller then, and without prejudice to any other, or further rights of the Seller in terms hereof or otherwise, the Seller shall be entitled to:**

11.1.1 **cancel this Agreement in which event the Purchaser shall forfeit all monies paid to the Seller, the Conveyancers or its Agents in terms of the Agreement; or**

11.1.2 **to enforce performance by the Purchaser of the terms hereof and to claim payment from him of the full balance of the purchase price, the interest and all other monies then owing by him hereunder, which balance, interest and other monies shall then be claimable from and payable by the Purchaser immediately.**

Initial

11.2 **Should the Seller take steps against the Purchaser pursuant to a breach by the Purchaser of this Agreement, then without prejudice to any other rights which the Seller may have, the Seller shall be entitled to recover from the Purchaser all legal costs incurred by it, including attorney and client charges, tracing fees and such collection**

Initial

commission as the Seller is obliged to pay to its attorneys.

12. COOLING-OFF PERIOD

12.1 **If this Agreement is signed as a result of direct marketing to the Purchaser by the Seller or his Agent, the Purchaser may cancel this Agreement within 5 (five) Business days after it was signed.**

12.2 **If the Purchaser wished to exercise the cooling-off right, he must:**

12.2.1 **give written notice thereof to the Seller or his Agent within the 5 (five) Business day period provided for in 12.1; and**

12.2.2 **give vacant occupation of the Property back to the Seller immediately and in the same condition in which, it was given to the Purchaser. The return of the Property shall be at the Purchaser's risk and expense.**

12.3 **In the event of the return of the Property as contemplated in 12.2.2 above, the Purchaser shall also be liable to the Seller for any expenses necessary to restore and repair any damage to the Property.**

12.4 Upon compliance with 12.2, all payments made by the Purchaser to the Seller will be returned to the Purchaser within 15 (fifteen) Business days, provided that the Seller may deduct such amounts as may be necessary for restoration and repair as referred to in clause 12.3 above.

Initial

13. CESSION

Until the date of transfer the Purchaser shall not be entitled to cede, assign or make over any of his rights in terms of and/or any of his obligations under this Agreement, nor to sell the Property, nor to sell his right to claim transfer.

Initial

14. INDULGENCES

No indulgence, extension of time for any payment, latitude or concession, in respect of the performance of any obligation hereunder, made, granted or allowed by the Seller to the Purchaser at any time shall under any circumstances be deemed to be a waiver by the Seller of any of its rights against the Purchaser arising herefrom, or to be a novation of any such obligation, or to create a precedent, and shall not in any way affect, diminish or prejudice any of the Seller's rights against the Purchaser or any surety for the Purchaser in terms hereof, and the Seller shall be entitled at any time to demand strict and punctual fulfilment of all the Purchaser's and such surety's obligations hereunder, despite any such indulgence, extension, latitude or concession.

15. NOTICES AND ADDRESSES

15.1 The Parties hereby choose their respective addresses as mentioned in the Schedule for all purposes of this Agreement and, without limiting the generality of the foregoing, as their respective addresses where any notice to be given to a Party in terms of the provisions hereof, may be given and at which addresses any legal process may be served.

Initial

15.2 Any notice sent by prepaid registered post shall be presumed, until the contrary is proved, to have been received by or communicated to such other party on the fifth (5th) day after the date of posting thereof. Any notice delivered by hand to the address or transmitted by telefax or email during normal business hours of a Party referred to in 15.1 above shall be presumed, until the contrary is proven, to have been received or communicated to such Party on the date of delivery thereof.

16. **CAPACITY OF PURCHASER**

The person who signs this Agreement on behalf of such Company or Close Corporation or Trust or other legal person by his signature hereto binds himself in favour of the Seller as **SURETY FOR AND CO-PRINCIPAL DEBTOR** 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 this Agreement and furthermore by his signature hereto 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.

17. **JOINT PURCHASERS**

Should this Agreement be signed by more than one person as Purchaser, they shall be liable jointly and severally to the Seller for the due fulfilment of all the Purchaser's obligations hereunder.

18. **ENTIRE AGREEMENT**

18.1 This Agreement constitutes the entire contract between the Parties. Neither Party shall be liable to the other for any other terms, conditions, promises or statements, warranties or representations of any nature, express or implied, made by any person whomsoever, whether or not he purported to act on behalf of any Party, save as are recorded herein.

18.2 No alterations, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all Parties to this Agreement or their duly authorised representatives.

19. **CONDITIONS PRECEDENT**

19.1 Save for the provisions of clause 1.1, 2, 11, 15 and this clause 19 (all inclusive) which shall be of immediate force and effect, this Agreement is subject to the following conditions precedent that:

19.1.1 the Approval of the Development by all the relevant authorities;

19.1.2 the Purchaser enters into a building agreement with the Contractor as dealt with more fully in clause 20 hereof, which agreement shall be indivisible from this Agreement having the effect that upon the cancellation of either this Agreement or the building agreement, prior to registration of transfer of the Property in favour of the Purchaser, the remaining agreement shall automatically be cancelled and

without notice, the provisions of clause 11 to apply with immediate effect; and
 19.1.3 if indicated as such in the Schedule, a loan be granted to the Purchaser by a recognised South African financial institution against the security of a first mortgage bond to be registered over the Property for an amount referred to in Schedule within a period of 30 (thirty) Business days reckoned from the Signature Date or such extended period as the Seller in its sole discretion may determine.

19.2 **The Purchaser hereby authorises the Seller or its Agent to apply on behalf of the Purchaser for a loan referred to in 19.1.3 and hereby grants the Seller and/or its Agent an irrevocable Power of Attorney for the making of an application on his behalf. The Purchaser hereby agrees and undertakes to complete and sign all such documents and requisite loan applications with Seller or its Agent and to do all such things as may reasonably be necessary or required for purposes of obtaining the grant of the mortgage loan and, after the loan has been granted, registration of the mortgage bond. The Purchaser acknowledges that the convenience of applications for loans in the Development being submitted through the same channels justifies this condition. Should the Purchaser fail to sign all such documents and/or do all such things, any such failure shall be deemed to be a breach of a material term or condition of this Agreement by the Purchaser.**

Initial

19.3 **It is a condition of this agreement that in the event of the purchaser's application for a loan being successful, the registration of the mortgage bond shall be effected and registered by the conveyancers. The purchaser undertakes to procure that the financial institution from which the purchaser obtains the loan instructs the conveyancers to attend to the registration of such bond.**

Initial

19.4 The Purchaser shall be liable for payment of all costs of and incidental to the registration of the mortgage bond.

19.5 In the event of any of the conditions referred to in clause 19.1 not being fulfilled or waived timeously, then this Agreement shall lapse and be of no force and effect. Other than the refund of the deposit paid in terms of this Agreement, together with accrued interest thereon, neither Party shall have any further claims of whatsoever nature against the other as a result of the lapsing of this Agreement.

20. **BUILDING AGREEMENT**

The Parties acknowledge that it is a material term of this Agreement that the Purchaser is hereby obliged to enter into a building agreement with the Contractor immediately upon signature of this Agreement, which building agreement shall ensure compliance with the dwelling type and various specifications more fully referred to therein, the content of which the Purchaser acknowledges himself to be fully aware of.

Initial

21. **ASSOCIATION**

21.1 It is recorded that the Association has been established for the benefit of all owners of

Initial

erven within the Development and the greater Oude Chardonnay development and to control and maintain the common areas, internal roads, services, amenities, landscaping within the Development and furthermore to regulate the general conduct of matters of common interest to the owners of erven within the Development and the greater Oude Chardonnay development, as provided for in the constitution.

- 21.2 **The Purchaser and his successors-in-title shall be obliged to become a member of such Association against transfer of the Property and will be liable for the payment of levies. The Purchaser acknowledges and agrees that he has acquainted himself with the constitution of the Association.**

Initial

22. In compliance with the directions of the Drakenstein Municipality, the following additional clause has been inserted in the Constitution and is specifically brought to the attention of the Purchaser:

FRATERSTRAAT KELDER (a condition imposed by the Council)

- 22.1 The Association and its Members confirm that they are aware of Fraterstraat Kelder (Pty) Ltd's (and their successors in title on Erf 8921 Paarl) current wine cellar activities, which includes the processing, pressing and mauling of grapes, as well as the pump-over and fermenting of grape juice in tanks. The fermenting process also renders a certain smell which might be considered offensive by certain individuals.

Initial

- 22.2 The grapes are transported in Frater Street by heavy vehicles (trucks) and tractors to the Fraterstraat Kelder premises. After the processing of the grapes, the grape skins and stems, as well as the waste products are then transported from the property again. The aforementioned vehicles are busy early mornings till late night and causes noise. The cellar also purifies water which is utilized in the wine-making process.

- 22.3 The Association and its Members confirm that the aforementioned activities can cause a certain amount of nuisance, however they accept that these activities are normal daily activities which is in accordance with the zoning and must be accepted by them, for as long as the processes follows the general norms and standards associated with wine cellars.

- 22.4 To the extent of the benefit provided to Fraterstraat Kelder, and their successors in title, by this clause, the Association accepts such benefits in favour of the cellar. The Association and its Members shall take all necessary and reasonable steps in order to make the aforementioned clause applicable on every new purchaser of a property in Phase I and II. The Association undertakes not to let any transfer of an individual property take place without informing the new purchaser of the current situation.

23. **AGENT'S COMMISSION**

The Purchaser hereby confirms that the Agent referred to in the Schedule introduced him/her to the Seller and indemnifies the Seller against any claim or action for the due payment of commission. The purchase price includes commission and is payable by the Seller.

Initial

24. **RIGHT OF REVOCATION**

It is recorded that whereas this Agreement constitutes an offer by the Purchaser to purchase the Property which, subject to the provisions hereof, is irrevocable for a period of 30 (thirty) Business days from the date of signature hereof by the Purchaser, and which shall upon signature hereof by the Seller, constitute a concluded sale agreement.

Initial

SIGNED AT _____ **on this** _____ **day of** _____ **2018**

AS WITNESSES:

1. _____
_____ **PURCHASER**

2. _____
_____ **SPOUSE**
who by virtue of his/her signature hereby, to the extent that it may be deemed necessary, consents to the conclusion of this Agreement by his wife/her husband

SIGNED AT _____ **on this** _____ **day of** _____ **2018**

AS WITNESSES

1. _____
_____ for and on behalf of the SELLER,
duly authorised hereto

2. _____

Initial

SCHEDULE
THE VILLAS – PHASE 6 DEVELOPMENT

1. PARTIES		
1.1 SELLER:	OUDE CHARDONNAY RETAIL PTY LTD Registration Number: 2011/002148/07	
Address:	Suite 4 136 Edward Street BELLVILLE 7530	
1.2 PURCHASER:		
Full Names of Purchaser *Copy of ID to be attached		
Identity Number / Registration Number		
INCOME TAX NUMBER		
Physical address		
Home / Work Phone Number		
Cellphone Number		
Email Address		
Fax Number		
Full names of authorised person (if applicable) *Copy of ID to be attached		
Marital Status (KINDLY INDICATE)	Unmarried	
	Married in Community of Property	
	Out of Community of Property	
	Laws of a foreign country Indicate country_____	
Full names Spouse (if applicable) *Copy of ID to be attached		
Identity Number		
INCOME TAX NUMBER		

2. PROPERTY	
Development	OUDE CHARDONNAY ESTATE / THE VILLAS – PHASE 6
Erf No:	
Area (sqm)	

3. AGENCY	JUST INPROP PTY LTD t/a JUST INVEST
AGENT	

Initial

4. PURCHASE PRICE	
Purchase price of Erf	R
Building contract price	R
Total purchase price (inclusive of VAT)	R
Deposit	R
Balance of Purchase Price	R
Mortgage Bond required	Yes / No
Amount of Mortgage Bond required	R
Date by which bond to be approved	30 Business days after the signature date

5. ESTIMATED MONTHLY HOA LEVY	
--------------------------------------	--

6. ANTICIPATED TRANSFER DATE	
-------------------------------------	--

7. CONVEYANCERS	DE KLERK & VAN GEND INC. Vineyards Square North The Vineyards Office Estate 99 Jip De Jager Drive Bellville 7530 Tel: 021 914 4020 Ref: Jacques Odendaal
------------------------	--

8. CONVEYANCERS TRUST ACCOUNT	DE KLERK & VAN GEND INC. ABSA Bank Limited Acc: 360 280 276 Br: 31 21 09 Swift Code ZA JJ312109 Reference: The Villas (Erf no _____)
--------------------------------------	---

9. ANNEXURES	"B" - Plan "C" - HOA Constitution "D" - Building Agreement "E" - Schedule of Costs "F" - Schedule of Finishes "G" - Building plan "H" - Progress Draw Schedule
---------------------	--