

FELICITA

Deed of Sale

SALDANHA

Section No: _____

SCHEDULE A**Entered into and between:**

A1	THE SELLER:
Full Name	ALMENTA 136 PROPRIETARY LIMITED
Registration Number	2009/010780/07
Address	146 OOSTEWAL STREET, LANGEBAAN
Postal Address	PO BOX 1084, LANGEBAAN
Telephone Number	083 441 7876
Email	etienne.s@sirocco.co.za
Income Tax No.	7010773929
Vat registration No.	

*and includes the SELLER and his successors in title.***THE PURCHASER OR HIS/HER NOMINEE (delete where not applicable)**

A2 NATURAL PERSON:	PURCHASER (1)
Full Name of Purchaser	
Identity Number of Purchaser	
Full Name of Agent Acting Under Power of Attorney	
Date of Power of Attorney	
Marital Status	
Full Name of Purchaser's Spouse	
Identity Number of Purchaser's Spouse	
Residential Address	
Postal Address	
Married in/out of Community of Property	
Muslim Rites	
Date of Marriage and Place	
ANC No.	
Place of Registration of ANC	
Income Tax Ref No. and Country	
Work Contact Number	
Mobile Number	
Spouse Work Contact Number	
Spouse Mobile Number	
Email	

PURCHASER (2)

Full Name of Purchaser	
Identity Number of Purchaser	
Full Name of Agent Acting Under Power of Attorney	
Date of Power of Attorney	
Marital Status	
Full Name of Purchaser's Spouse	
Identity Number of Purchaser's Spouse	
Residential Address	
Postal Address	
Married in/out of Community of Property	
Muslim Rites	
Date of Marriage and Place	
ANC No.	
Place of Registration of ANC	
Income Tax Ref No. and Country	
Work Contact Number	
Mobile Number	
Spouse Work Contact Number	
Spouse Mobile Number	
Email	

A3	LEGAL ENTITY
Name of CC/Company/Trust	
Registration Number	
Physical Address	
Postal Address	
Income Tax Ref No.	
VAT Reg No.	

Duly Represented by (Full Names)	
Telephone No.	
Fax No.	
Email	

MEMBERS / DIRECTORS / TRUSTEE DETAILS

FULL NAMES	IDENTITY NUMBER	ADDRESS

B. SELLING AGENT/S

Name of Agency		Other
Address		
Postal Address		
Email		
Income Tax Number of Agency		
VAT No Agency		
Contact Person		
Telephone No		

AGENCY	COMMISSION	AGENT NAME
	%	
	%	
	%	

C. TRANSFER ATTORNEYS (CONVEYANCERS)

Name of Firm	BORNMAN & HAYWARD INC.
Contact Person	JOHLENE FOURIE
Telephone No.	021 943 1600
Fax No.	021 910 3806
Email	johlenef@borhay.co.za
Address	Suite 1, 2 Reiger Street, Stellenberg, Bellville, 7530
Postal Address	PO Box 3609, Tyger Valley, 7536

D. PARTICULARS

1. ESTIMATED DATE OF POSSESSION OCCUPATION

OCCUPATION DATE AND/OR "DATE OF POSSESSION" APPLICABLE SUBJECT TO CLAUSE 1.1.17 OF THE CONDITIONS

The date on which possession and occupation of the property is tendered to the PURCHASER, after the principal Agent has certified or given notice in terms of Clause 1.1.6 that the property has been completed which is to be in **February 2024**

2. OCCUPATIONAL INTEREST

Occupational interest will be calculated at prime rate per month on the total purchase price.

3. SECTIONAL TITLE BODY CORPORATE

Sectional Title Body Corporate estimated monthly levy, excluding rates and taxes amount levied by the Local Authority

+ R _____ per month

4. PURCHASE PRICE CALCULATION: PURCHASE PRICE OF UNIT

R _____

PURCHASE PRICE OF EUA (UNDER COVER PARKING)

R _____

MINUS DEPOSIT

R _____

BALANCE OWING

R _____

BOND APPROVAL:

R _____

WITHIN 45 (FORTY-FIVE) DAYS FROM DATE OF SIGNATURE

5. PROPERTY PURCHASED IN SECTIONAL TITLE SCHEME

UNIT NR.

_____ **FELICITA**

EXCLUSIVE USE AREA PARKING BAY NR. (UNDER COVER)

_____ **FELICITA**

OPEN PARKING BAY NR.

_____ **FELICITA**

(ito BC Rules)

6. EXTENT OF THE UNIT(S)

(See Annexure "A1" in respect of the flat layout plan and Annexure "B1" in respect of specifications, which plan has been initialled by the parties for identification purposes).

6.1. UNIT AREA

± _____

6.2. UNDER COVER PARKING BAY AREA

± _____

6.3. TOTAL AREA

± _____

7. CHOICES OF FINISHES

CLAUSE 33

- E. Service of any document, notice or legal process in terms of this agreement at the addresses referred to above, shall be accepted as sufficient notice to the SELLER and PURCHASER respectively if given in terms of Clause 20 hereof.

I/We, the PURCHASER(s) has/have chosen the language for the completion of the contract.

1. DEFINITIONS

1.1. In this Agreement will:

- 1.1.1.1. "Act or STA Act" means The Sectional Titles No 95 of 1986, as amended from time to time.
- 1.1.1.2. "SEMA Act" means The Sectional Titles Schemes Management Act (Act 8 of 2011).
- 1.1.1.3. "COSA Act" means The Community Schemes Ombud Service Act (Act 9 of 2011).
- 1.1.1.4. "CPA Act" means The Consumer Protection Act and is applicable. (Act 68/2008).
- 1.1.2. "Principal Agent" means the Architect nominated by the SELLER or a member of the Architect 's firm and which is currently: **L2 Architectural Draughting Consultants (Leonard de Klerk)**
- 1.1.3. "Attorney" / "Conveyancer" means the Attorney nominated by the SELLER, namely **Bornman & Hayward Inc, Suite 1, 2 Reiger Street, Stellenberg, Bellville.**
- 1.1.4. "Bank" means a financial institution nominated by the SELLER.
- 1.1.5. "Basement Parking Layout" means the basement parking bay/s referred to in paragraph/s _____ of the schedule and indicated on the basement parking bay layout.
- 1.1.6. "Beneficial Occupation" means the date certified as such by the Principle Agent and on which date the property became habitable meaning the Unit has substantially been erected according to the approved building plans and are sufficiently completed for the habitable use thereof.
- 1.1.7. "Beneficial Occupation Certificate" means the certificate issued by the Principal Agent appointed by the SELLER for the Development, who certifies that the UNIT(S) has been substantially erected according to the approved building plans and the applicable Town Planning Scheme and Local Government Regulations and that the Unit(s) has been sufficiently completed for the use thereof.
- 1.1.8. "Body Corporate" the Body Corporate, as defined in the Act and which by coming into operation has control over the land and buildings in terms of the Act.
- 1.1.9. "Buildings" means the buildings of which the Development known as **FELICITA**, consist.
- 1.1.10. "Building Specifications" means the schedules and specifications attached hereto in terms of Clause 33 and Annexure _____
- 1.1.11. "Common Property" means the land in the scheme; and such parts of the building/s as are not included in a section and/or exclusive use area.
- 1.1.12. "Completion Date" means the estimated date on which possession and occupation of the Unit(s) will be offered/tendered to the PURCHASER, after the Principal agent has certified or given notice that the Unit(s) has been completed or the date of transfer, whichever shall be earliest.
- 1.1.13. "Contract Period" means the time period during which the SELLER is the registered owner of the Property.
- 1.1.14. "Date of Occupation" means the date on which the Unit(s) will become available for beneficial occupation and in respect of which the PURCHASER has been given notice, from which date occupational interest will be payable.
- 1.1.15. "Date of sale" means the date of the last signature on these conditions of sale.
- 1.1.16. "Development" means the land and buildings erected or to be erected thereon and in respect whereof the SELLER is of the intention to open a Sectional Title Register in the Deeds Office at Cape Town.
- 1.1.17. "Development Date" means when 70% of the units had been sold but no later than 1 April 2023 being the date on which the SELLER must confirm in writing to the PURCHASER that he is no longer proceeding with the Development in terms of the conditions of Clause 29.
- 1.1.18. "Development Scheme" means the land and buildings which form part of the Sectional Title Scheme to be erected on the land indicated on the annexures.
- 1.1.19. "Estimated participation quotas" means in respect of a Unit(s), a decimal fraction calculated in accordance with the conditions of Section 32(1) of the Act in respect of such Unit(s).
- 1.1.20. "EXCLUSIVE USE AREAS" means the proposed exclusive use areas which will, upon registration of the sectional plan, consist of an exclusive use area to be described and numbered as a basement parking bay as indicated, the approximate measurement of which exclusive use areas will be as indicated in Annexure _____, which exclusive use area layout plan and exclusive use areas will as such be part of the common property, for the exclusive use by the owner or owners of one or more sections and to be ceded to the said owner/s in terms of a Notarial Deed of Cession in terms of Section 27(1) of the Act;
- 1.1.21. "FICA" means the Financial Intelligence Centre Act, Act 38 of 2001 as amended from time to time.
- 1.1.22. "Floor Area" in relation to any unit means the floor area to the median line of the boundary walls of the section, as contemplated in the Act.
- 1.1.23. "Levy" means the monthly contribution normally payable by the PURCHASER in terms of the Constitution of the Body Corporate and Section 37 of the STA Act and/or Section 3 of SEMA Act.
- 1.1.24. Management Rules & Conduct Rules means the Conduct and Management Rules as defined in the Sectional Titles

Schemes Management Act and the Community Schemes Service Ombud Act as approved by the Chief Ombud and which may be substituted, added to, amended or repealed by the Developer to the extent prescribed by Regulation.

- 1.1.25. "Occupancy Certificate"** means the certificate that the local authority issues confirming that the unit has been completed in accordance with the layout plan and specifications.
- 1.1.26. "Occupational interest"** means the occupational interest as set out in "D.2" of Schedule A herein and which is payable from date of occupation.
- 1.1.27. "Participation Quota"** in relation to a section means the percentage determined in accordance with the provisions of Section 32 of the Act.
- 1.1.28. "Plans"** means the Architect/Designed plans in Annexure "A" annexed hereto.
- 1.1.29. "Possession Date"** means the date after the completion date when occupation of the unit and the exclusive use areas are tendered to the Purchaser in accordance with the date as specified in paragraph D1 of the schedule, provided that such date shall not be prior to the date on which the Purchaser signs the letter of practical completion as well as: In the event that the Purchase Price or any portion thereof is paid from the proceeds of a loan obtained from a registered credit provider as referred to in clause 5.1 and 5.2 below, all documents required by the said registered credit provider to issue a clearance for registration of the Purchaser's bond and subsequent payment of the loan amount in terms of the guarantees issued on date of registration of transfer; or In the event that the Purchase Price or any portion thereof is paid in cash, the Purchaser notifies the Conveyancers in writing that the Property has been completed satisfactorily and authorises and instructs the Conveyancers to proceed with registration of transfer of the property into the Purchaser's name as soon as is judicially possible and subsequent payment on date of transfer of the Purchase Price or any portion thereof.
- 1.1.30. "Prime Rate"** means the interest rate levied by the Financial Institution nominated by the SELLER or his successors in respect of bank advances to the bank's best clients from time to time, as certified by any manager or accountant (his appointment does not have to be proved) of any branch of the aforementioned institution.
- 1.1.31. "Property"** means all land or a portion thereof on which the Sectional Title Scheme is situated, currently known as FELICITA or another name on which the SELLER may decide, of which the Unit(s) hereby sold forms a portion, already exist or still to be developed, and which forms part of Erf 9120 Saldanha.
- 1.1.32. "Purchase Price"** means the total purchase price as indicated in "D.4" of Schedule A.
- 1.1.33. "Purchaser"** means the PURCHASER or his nominee as set out in "A2" or "A3" of Schedule A.
- 1.1.34. "Registrable"** means in relation to the Unit(s), capable of being registered in the name of the PURCHASER and "registrable" shall have a similar meaning;
- 1.1.35. "Registration of transfer"** means registration of transfer of the Unit(s) in the name of the PURCHASER in the Deeds Office in Cape Town.
- 1.1.36. "Schedule"** means all the schedules to this agreement.
- 1.1.37. "Schedule of Finishes"** Means those finishes as disclosed in Annexure "H"
- 1.1.38. "Section"** means as it is described in the Act, and with specific reference to this Agreement, the portion which forms part of the Unit(s) (the Unit(s) includes an undivided share in the common property) which is sold and transferred in terms of this Agreement, notwithstanding the fact that the Sectional Title Plan applicable thereto has not yet been approved or registered.
- 1.1.39. "Sectional Title plans"** means the draft Sectional Title Plan and/or a Sectional Title Plan approved by the Surveyor General for the scheme and includes participation quotas attached hereto as Annexure "N".
- 1.1.40. "SELLER"** means **ALMENTA 136 PROPRIETARY LIMITED** or any person or entity to which the SELLER may transfer or cede any of his rights, title or interest herein or delegated his responsibilities.
- 1.1.41. "Specifications"** Means the specification schedule attached hereto marked "H"
- 1.1.42. "Surveyor"** means the Surveyor nominated by the SELLER or a member of his firm.
- 1.1.43. Transfer Date and/or Date of Transfer** means the date of registration of transfer of the Property into the name of the Purchaser in the Deeds Office.
- 1.1.44. "Unit(s)"** means a Section together with its undivided share in common property apportioned to that section in accordance with the quota of the section.

F. CONSUMER PROTECTION ACT 68 OF 2008

1. It is recorded that in the instance that the property was indeed introduced to the PURCHASER by direct marketing, that the PURCHASER may rescind from the agreement without reason or penalty, by giving notice, or another recorded manner and form, to the SELLER, within 5 (five) business days after the signature date.
2. **The parties confirm that this sale did not come about as a result of direct marketing by the SELLER and/or its agent/s but has been concluded as a result of consulting negotiations between the parties. The PURCHASER therefore warrants that this transaction has not resulted from direct marketing and the SELLER enters into this transaction relying entirely upon such a warranty. If, after delivery, the PURCHASER is successful in cancelling this agreement by relying upon the right of cancellation flowing from the direct marketing provisions of the consumer protection act, the PURCHASER shall be liable for the damages suffered by the SELLER as a result thereof on the basis of the PURCHASER'S breach of warranty.**

3. The PURCHASER acknowledges that this agreement contains certain provisions which:
 - 3.1. Limits the risk or liability of the SELLER;
 - 3.2. Constitute and assumption of risk or liability on the part of the PURCHASER;
 - 3.3. Impose an obligation on the PURCHASER to indemnify the SELLER; and/or
 - 3.4. Constitute an acknowledgement of facts by the PURCHASER;
4. The SELLER endeavoured to highlight certain important provisions in the agreement, but makes no guarantee that all provisions important to the PURCHASER have been highlighted. The PURCHASER acknowledges having read each and every provision of this agreement and by signing, agrees to all the terms thereof.
5. **By signing at the end of this agreement, the PURCHASER acknowledges that the SELLER has provided sufficient time and opportunity for the PURCHASER to receive and comprehend the nature and effect of the provisions of this agreement.**

6. Notwithstanding anything to the contrary contained herein, the PURCHASER agrees that should any of the provisions of this agreement contravene any provision of the Consumer Protection Act (the "CPA") or be prohibited in terms of the CPA, then such provision(s) shall be deemed to be *non scripto*, severed from this agreement and be of no force and effect.

G. NATIONAL CREDIT ACT 34 OF 2005

If this agreement is subject to the National Credit Act 34 of 2005 ("the NCA") the PURCHASER warrants that:

1. Once the loan finance to be secured by a mortgage bond is approved and the pre-agreement statement and quotation is accepted, the PURCHASER shall not do anything that may cause the PURCHASER to become over-indebted in terms of the NCA or cause the concerned bank to withdraw the said loan finance approval.
2. The PURCHASER shall not do anything between the date of acceptance of the pre-agreement statement and quotation and registration of the mortgage bond which may cause the PURCHASER'S financial situation to deteriorate, and by doing so he will be in breach in terms of this agreement.
3. The PURCHASER warrants that at the time of signature of this agreement, the PURCHASER is not:
 - 3.1. over-indebted; and/or
 - 3.2. subject to debt review; and/or
 - 3.3. subject to an administration order

The warranty contained in 3 above is one of the bases upon which the SELLER enters into the agreement with the PURCHASER and an essential term of this agreement. In the instance that this appears not to be the case, the PURCHASER will be in breach of the agreement and the rights of the SELLER will exercise his rights following breach by the PURCHASER, not restricting his rights, including but not limited to claiming damages and retaining the deposit paid.

H. HOUSING CONSUMER PROTECTION ACT, ACT 95 OF 1995

The BUILDER is registered as a home builder with the National Home Builders Registration Council and the structure shall be duly enrolled. Furthermore, the National Home Builders fees shall be paid by the BUILDER. The structure shall be built in accordance with the architect plans, engineer's drawing and specifications and the technical requirements of the Local Authority and National Home Builders Regulatory Council.

I. ACKNOWLEDGEMENTS AND CONSENTS BY PURCHASER

The PURCHASER acknowledges that the PURCHASER has been given an adequate opportunity to read and understand the terms and conditions recorded in this agreement and that the PURCHASER is aware of all the terms printed in bold type.

The PURCHASER hereby acknowledged having chosen English as the official language in which this agreement shall be drawn up.

The PURCHASER warrants that all consents required in terms of the Matrimonial Property Act No 88 of 1984 have been obtained, if applicable.

2A. EXTENDED CONTRACTUAL STIPULATIONS

1. MEANING OF WORDS AND HEADINGS

Any words defined in the Act shall have the same meaning in this Agreement if it is not inconsequential to the subject or context. The headings are for reference purposes only and shall not rule the interpretation of this Agreement. Words purporting the singular shall include the plural and vice versa, and words purporting the masculine gender shall include the female gender, as well as legal entities. Where there is referred to words and figures and there is a difference between the two, then the words shall be conclusive.

When any number of days is referred to in the Agreement, it will be calculated as excluding the first and including the last day respectively, unless the last day falls on a Saturday, Sunday or a declared public holiday in the Republic of South Africa, in which case the last day will be the following day, which will not be a Saturday, Sunday or public holiday, unless specifically stipulated as business days.

2. PREAMBLES

WHEREAS:

- 1.1. The registered owner of erf 9120 Saldanha is Almenta 136 Proprietary Limited, Registration Number 2009/010780/07;
- 1.2. Whereas the Local Authority of Saldanha is the registered owners of erven 14740 and 14741 Saldanha;
- 1.3. Whereas erven 9120, 14740 and 14741 had Notarially been tied to each in terms of Notarial Tie Agreement Nr K 331/2021 which indicate that the properties shall for all intent and purposes, be permanently tied together and regarded as one property incapable of subdivision, save and accept with the prior written consent of the Local Authority, that the said properties may not be sold and or otherwise disposed of or transferred, save and accept with the prior consent in writing of the Local Authority;
- 1.4. Whereas the Local Authority has granted the consent and development rights that erven 9120, 14740, 14741 Saldanha may be developed as one Development with their consent, subject to specific conditions which the developer has accepted;

- 1.5. Whereas Almenta 136 Pty Ltd, Registration Number 2008/001357/07 is desirous to develop the land so notarially tied together, with a Sectional Title Scheme and additional Parking bays;
- 1.6. **Whereas the Development has been approved by the Municipality on the condition that it must be a mixed-use development containing some commercial units as well as residential units with enough parking space to service the Sectional Title Development Scheme as well as to provide parking for the sports facilities of the Municipality situated right adjacent to erf 14741 Saldanha during all hours;**
- 1.7. **NOW THEREFORE** it is disclosed that the intention of the Developer, Almenta 136 Ltd, Registration Number 2008/001357/07 acting as the seller is of the intention to open a mixed-use Sectional Title Scheme on the notarially tied erven 1920, 14740 and 14741 Saldanha, consisting out of –
 - 1.7.1. commercial units consisting out of a Laundry, a commercial space for a small business, a retail store, coffee shop, gym;
 - 1.7.2. residential units consisting ofone bedroomed unit;
 - 1.7.3. residential units consisting oftwo-bedroom units;
 - 1.7.4. covered parking's to be sold as exclusive use areas;
 - 1.7.5. storage units
 - 1.7.6. A communal garden area
- 1.8. Shared parking outside the building belonging to the Body Corporate will be allocated in terms of the rules to certain Units.
- 1.9. Covered Parking bays in the basement not sold will belong to the Body Corporate and be rented out.
- 1.10. Owners and occupants must at all time strive to use the Parking bays outside and situated on erf 14740 Saldanha
- 1.11. **Although the parking to be erected on erven 14740 and 14741 Saldanha is all available to the residential and commercial owners, residents and occupants residents must at all time have regard that anybody visiting the Commercial units and or visitors to the residential units as well as the General Public visiting the sports grounds situated next to erf 14740 Saldanha, may make use of such same parking bays on a first come first serve basis and that no Parking Bay is allocated specifically to any unit except for those underground parking bays that may be allocated by the Body Corporate to some Units in terms of the Rules.**
- 1.12. It is the SELLER's intention to apply for the approval of the development in terms of the Sectional Title Act, the SEMA Act and COSA Act where so required and the opening of a Sectional Title Register on Erf 10181 Langebaan.
- 1.13. The PURCHASER wishes to purchase from the SELLER, who wishes to sell the PROPERTY upon the terms and conditions contained herein.

3.A THE SALE TRANSACTION

- 3.1. The SELLER sells and the PURCHASER purchases the UNIT(S) in the DEVELOPMENT, as more fully described in Clause 3 B hereunder, subject to all these terms and conditions and those referred to in the SELLER's Title Deed and imposed by the Local Authority who has jurisdiction.
- 3.2. **The UNIT(S) sold is set out in Clause 3 B hereunder, as substantially indicated on the plans and Sectional Title Plans and substantially in agreement with the specifications, which substantially agrees with the undivided share in the common property apportioned to the said Unit(s), which substantially agrees with the participation quotas of the said Unit(s) in the Sectional Title Plans. The UNIT(S) is furthermore sold subject to: all city planning and road works, schemes and plans, all conditions and servitudes contained in the existing Title Deed and further imposed by any other authority with jurisdiction or in relation to the Sectional Title Scheme; the rules by which the PURCHASER confirms he/she/they shall be bound, the conditions imposed by the developer in terms of Clause 10 of SEMA.**

Initial

- 3.2.1 The exclusive use area(s) herewith sold are the ones allotted in 3 B hereunder.
- 3.2.2 The PURCHASER shall, subject to the rules, be entitled to the exclusive use areas, if any, and shall have the enjoyment of the allotment of the exclusive use areas, if any, in respect of the UNIT(S) hereby sold.
- 3.3 The SELLER undertakes that:
 - 3.3.1.1 subject to the availability of material and if deemed fit by the SELLER to use other suitable material of the same quality, the PROPERTY will be completed or substantially completed in accordance with:
 - 3.3.1.2 the plans approved by the required local authority;
 - 3.3.1.3 the plans and specifications in terms of Clause 10 respectively;
 - 3.3.2 the following will be rectified at his own costs:
 - 3.3.2.1 in respect of latent defects:
 - 3.3.2.2 any leakage of the roof of the UNIT(S) as a result of faulty material or workmanship that appears within a period of 1 year after the COMPLETION DATE.
 - 3.3.2.3 all structural defects within a period of 5 (five) years after the COMPLETION DATE.
 - 3.3.2.4 the PRINCIPAL AGENT will have the final decision whether the SELLER has complied with his responsibilities in terms of Clause 3.4. This agreement may only be enforced by the original owner/occupier that purchased the property directly from the SELLER / DEVELOPER. It does not cover damage or loss by misuse, neglect, negligence, abuse or accident or any risk insured against in terms of the residential property.
- 3.5. Except as specified in this agreement, the SELLER has not made any representations nor given any guarantees in respect of the contents of this sale.
- 3.6. Except for the responsibilities of the SELLER in accordance with 3.4 above, the SELLER shall not be liable for any further or other damage or defects of whatsoever nature.
- 3.7. The SELLER guarantees that the building contractor is registered with the NHBRC and that a NHBRC Enrolment certificate will be issued and delivered to the PURCHASER on date of possession, or a copy thereof where a bond is registered, if required.

3.B PROPERTY DESCRIPTION:

The SELLER, in his capacity as the registered owner of the Development, hereby sells to the PURCHASER(S)

1. A Unit(s) consisting of –

Initial

- 1.1. **Unit No.** _____ as shown and more fully described on Sectional Plan as allocated by Surveyor General on approved plans, in the scheme known as **FELICITA** in respect of the land and building or buildings situated at SALDANHA in the SALDANHA BAY MUNICIPALITY, of which section the floor area, according to the said Sectional Plan is approximately _____ Square Metres in extent; and
- 1.2. an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.
2. An Exclusive Use Area **described as PARKING BAY No.** _____, in extent approximately _____ Square Metres, being a portion of the common property, containing the land and the scheme known as **FELICITA** in respect of the land and building or buildings situated at SALDANHA in the SALDANHA BAY MUNICIPALITY as shown and more fully described on Sectional Plan as allocated by Surveyor General on approved plans,
3. The rights to allocated Parking Bay(s) _____ allocated to the said UNIT in terms of the Management Rules. **(hereinafter referred to as the "PROPERTY") in the Development generally known as "FELICITA" whereof the Sectional Plan is still to be registered.**
 - 3.1. The SELLER sells to the PURCHASER who purchases certain UNIT(S), as indicated on the site plan (Annexure "A") and in Clause 3.B above, subject to the final approval for the establishment of a Sectional Title register by the Local Authority and Surveyor General. The numbering and extent of the UNIT(S) may be changed in accordance with the final diagram approved by the Surveyor General and the number allocated thereto.
 - 3.2. The PROPERTY is sold "VOETSTOOTS" as it currently stands, subject to all the registered conditions and servitudes applicable thereto, other transfers, previous documents and agreements.
 - 3.3. The PURCHASER acknowledges that he has satisfied himself by personal inspection as to the condition of the property, the suitability thereof and all aspects relating thereto, as well as the plans and specification in respect of the UNIT(S).
 - 3.4. The SELLER shall not be liable for any infringement on and by any neighbouring property.
 - 3.5. Should the extent of the UNIT(S) differ when re-measured, none of the parties shall have any mutual right of recovery towards each other.
 - 3.6. In terms of Section 10(7) and (8) of the Sectional Titles Schemes Management Act No 8 of 2011, the Body Corporate has conferred rights to exclusive use of parts of the common property upon members of the Body Corporate. The developer has the right to allocate parking bays to owners and this may not be swapped by owners.
 - 3.7. The areas referred to in (2.6.1) above are to be used as parking bays and for no other purpose.
 - 3.8. These parking bays may not be changed.
 - 3.9. **The right to the Exclusive Use of certain parking bays allocated to a specific UNIT will be done in terms of the Management Rules in terms of Section 27 of the Sectional Title Act. All of these parking's will be situated on Erf 14740 / 14741 Saldanha which is tied to Erf 9120 Saldanha on which the building with UNITS are situated.**
 - 3.10. The items listed in Annexure M are included in the sale price.

3.C PURCHASE PRICE:

Is the total amount of R _____
in words (VAT included), payable as follows:

3.1 DEPOSIT:

- 3.1.1. R _____
being 10% of the deposit on the purchase price in cash or bank guaranteed cheque, within 7 (seven) business days of signature hereof, payable to the conveyancer appointed by the SELLER, to be kept in an interest-bearing Trust account in terms of Section 86(4) of the Legal Practice Act No. 28 of 2014 at an interest rate determined by the bank and which interest shall be for the benefit of the PURCHASER till date of registration of transfer.
Such deposit will become non-refundable as soon as the suspensive conditions have been met and the SELLER has confirmed that the development is financially viable and committed to continue with the development in terms hereof.
The following costs may be deducted from the interest:

- The allowable 5% of interest in terms of Section 86(4) of the Legal Practice Act No 28 of 2014
- The percentage agreed with the Conveyancers in terms of the investment mandate. Both percentages will be deducted as administrative charges irrespective whether the deal is cancelled or not or whether the PURCHASER is the guilty party or not

- 3.1.2. It is recorded that payment **of the deposits as aforementioned in Clause 3.1.1.1 is a suspensive condition** and that failure to pay the deposits within the said time period or within such extended period as the SELLER in its sole discretion may allow, the herein mentioned agreement of sale shall be null and void ab initio and of no force and effect whatsoever **and no notice is required to be given.**
- 3.1.3. The said deposits shall only be refundable to the PURCHASER should he/she not obtain an approved bond within the period as mentioned in Clause 5 (if applicable) as well as the conditions of Clause 29 hereof or such extended period allowed in the discretion of the SELLER as herein mentioned. Any deposit will only be refundable after 7 (seven) days.
- 3.1.4. Notwithstanding any suspensive conditions contained in this contract, the parties acknowledge that this condition is binding on the parties. **Payment of the deposits is not subject to any notice with regard to breach of contract.**
- 3.1.5. Any monies payable in terms of this agreement is payable to the account of

BORNMAN & HAYWARD INC

Absa Bank

Account Number 10-2027-4251

ACB 630510

Ref: Unit(s) number

All monies paid in will only be invested as soon as practically possible thereafter and only once all FICA documentation and the required investment authority document had been received.

3.1.6. PAYMENT OF THE PURCHASE PRICE / BALANCE OF THE PURCHASE PRICE / VAT:

- 3.1.7. The purchase price / balance of the purchase price (including VAT) shall be payable as follows:

- 3.1.7.1. The PURCHASER shall within **7 (seven)** days of receipt of a written request therefore by the Attorneys, furnish the Attorneys with a bank or other financial institution guarantee acceptable to the SELLER, for the due payment of the purchase price or the balance of the purchase price provided that such request shall not be made by the SELLER prior to fulfilment or waiver of the suspensive condition contained in **Clause 5** (if applicable).

- 3.1.7.2. Notwithstanding the provisions of 3.2.1.1, the SELLER has the right at any time after execution of this agreement, to request the PURCHASER to furnish, within 7 (seven) days of such request, proof to the satisfaction of the SELLER confirming the PURCHASER'S financial ability to fulfil his obligations in terms of this agreement.
- 3.1.7.3. The purchase price or the balance purchase price referred to in Clause 3.2.1. will be held in trust by the Conveyancer in an interest-bearing Trust account in terms of Section 86(4) of the Legal Practice Act No. 28 of 2014 at an interest rate determined by the bank and which interest shall be for the benefit of the PURCHASER till date of registration of transfer.
- 3.1.7.4. **The PURCHASER acknowledges that the furnishing of the guarantee/payment of the balance purchase price shall be a material condition of this agreement.**

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- 3.1.8. All payments shall be made free of set-off or deductions and free from any transfer- and bank fees at Bellville, or as nominated by the SELLER.
- 3.1.9. The Conveyancer is hereby authorised and the PURCHASER hereby gives his consent to invest all payments received herein with a bank of the Conveyancer's choice at the sole risk of the PURCHASER in terms of Section 86(4) of the Legal Practice Act No. 28 of 2014, as amended or substituted, and on conditions in his sole discretion. The PURCHASER hereby agrees that all banking costs and administrative costs agreed to in this contract or by separate agreement with regard to the investment account, may be deducted from any interest earned and the balance will be payable to him.
- 3.1.10. In the event that the rate at which VAT is chargeable is amended after the date of signature hereof and in circumstances in which the amended rate is applicable to this transaction, then the purchase price shall accordingly be adjusted. The intention being that the SELLER shall receive and retain the same amount after payment of VAT regardless of the rate at which VAT is payable.
- 3.1.11. **The PURCHASER acknowledges that all the provisions of the aforementioned clauses as well as all clauses with regard to the payment of any monies and costs are essential and are not subject to giving notice in terms of Clause 16 and the SELLER does not need to place the PURCHASER in mora in order to cancel this agreement. The remedies as set out in Clause 16 will be applicable.**

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4. TRANSFER AND COSTS

TRANSFER:

It is recorded that:

- 4.1. it will only be possible for the SELLER to give transfer of the UNIT(S) to the PURCHASER upon the opening of the Sectional Title register and upon fulfilment by the PURCHASER of all his obligations in terms hereof.
- 4.2. it is the intention that a Sectional Title register is opened at the Cape Town Deeds Office in respect of the scheme known as **FELICITA** within 6 (six) months calculated as from date of occupation or such further period as the parties may agree to in writing.
- 4.3. The SELLER accordingly undertakes to use its endeavours to procure the opening of the Sectional Title Register as soon as is legally possible and practicable, if not already opened. Should the SELLER fail to open the Sectional Title register and effect transfer of the UNIT(S) to the PURCHASER within 6 (six) months of the estimated completion date, then unless such failure can ascribe to an act or omission of the PURCHASER, the PURCHASER shall be entitled to reside from this agreement on written notice to the SELLER. In such event, the PURCHASER shall forthwith be entitled to repayment of the deposit paid and any interest accrued thereon. The parties will otherwise have no further claims against one another.
- 4.4. It will only be possible for the SELLER to give transfer of the Property to the PURCHASER upon the registration of the sectional plan and the opening of the sectional title register in respect of the scheme in terms of the Act. The registration of the sectional plan and opening of the sectional title register will be registered as soon as is legally possible after practical completion; and after the local authority has issued a rates clearance certificate in respect of the Property for transfer purposes.

In addition to this, the SELLER shall only be in a position to pass transfer of the Property to the PURCHASER after:

- 4.4.1. fulfilment of the suspensive conditions contained in Clause 5.5.1.1 and/or 5.1.2 below; and
- 4.4.2. the PURCHASER has complied with all its obligations herein; and
- 4.4.3. the PURCHASER has been given reasonable opportunity to inspect the Property to satisfy the PURCHASER that the UNIT reasonably conforms with the unit layout plan and specifications; and
- 4.4.4. the PURCHASER has complied with its obligations as contained in the schedule, whichever may be applicable.
- 4.5. The PURCHASER shall accept transfer subject to all conditions, regulations and servitudes and/or town planning and/or road building schemes/plans and/or tie conditions benefitting or burdening the PROPERTY and the Development, whether existing or hereafter imposed by any competent authority and/or imposed by the SELLER prior to signature hereof by the PURCHASER.
- 4.6. In the event that any marginal or minor difference may occur between the dimensions of and/or the specifications and/or the levies payable in respect of any property as finally constructed and reflected in this agreement, the PURCHASER shall nevertheless, and without any right to any form of compensation, accept transfer in conformity of the SELLER's obligations hereunder. The opinion of the SELLER's Principal agent as to what constitutes a marginal or minor difference shall be final and binding upon both parties and shall not be capable of dispute.
- 4.7. Transfer shall take place as soon as the SELLER's Principal agent certified that the works have been completed for beneficial occupation by the PURCHASER.

4.8. COSTS:

- 4.8.1. The SELLER shall pay all costs incurred regarding the Sectional Title Plans, Opening of the Sectional Title Scheme, principal agent/land surveyor's fees, this Deed of Sale and the costs of transfer of the UNIT and any exclusive use areas bought.
- 4.8.2. **The PURCHASER shall be liable for payment of the bond registration costs, bond initiation and valuation fees, pro rata rates and taxes, services, levies from date of occupation which costs shall be payable as mentioned in Clause 4.9.2 and Clause 4.11. The PURCHASER shall be liable for the costs levied by a mortgagee.**

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4.9. SIGNATURE OF DOCUMENTATION AND DELIVERY

The PURCHASER shall be obliged to:

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- 4.9.1. upon signature of this agreement, to furnish the estate agent and conveyancer respectively with all documents pertaining to compliance with the FICA Act No.38 of 2001 and could be put in breach for not doing so.
- 4.9.2. after being requested to do so by the conveyancer, make payment of all cost's payable by him in terms of Clause 4.8.2.
- 4.9.3. the PURCHASER undertakes to sign all documentation within 7 (seven) days after being requested to do so by the SELLER's conveyancer.
- 4.10. Transfer registration shall be affected by: -
 Attorneys: **BORNMAN & HAYWARD INC**
 Business address: **Suite 1, 2 Reiger Street, Stellenberg, Bellville**
 Postal address: **PO Box 3609, Tyger Valley 7536**
 Contact person: **Johlene Fourie**
Tel: 021 943 1600
Fax: 021 910 3806
Email: johlenef@borhay.co.za
- 4.11. The PURCHASER undertakes to sign all necessary transfer documents relating to the registration of the Unit(s) in his name, as well as all documents necessary for the registration of the simultaneous bond and or FLISP application (if required), referred to in Clause 5, if applicable, and return such documentation to the Conveyancer, together with any other documents, resolutions and certificates as needed by the Conveyancer within 7 (seven) days after date of receipt of such transfer documents and, if applicable, bond documents. The date of receipt shall be: -
- 4.11.1. the date on which the transfer documents, and if applicable, the bond documents, to be signed were handed to the PURCHASER or his representative, or
- 4.11.2. the 5th (Fifth) day after the date of despatch of the transfer documents, and if applicable the bond documents to be signed by the PURCHASER, by registered mail or other delivery or transmission.
- 4.12. Should the PURCHASER fail to duly sign and complete and send back the necessary transfer-, and if applicable the bond documents referred to in Clause 4.11 above, together with all other documents, resolutions and certificates, as may be required by the Conveyancer for transfer- and bond registration purposes within the 7 (seven) day period as stipulated above, then the PURCHASER shall be in breach of this agreement, in which case the SELLER shall be entitled to act in terms of Clause 16, without prejudice of all his rights which he may have in terms of this agreement.
- 4.13. Each SECTION will be transferred to the PURCHASER on a separate Title Deed will be transferred by Notarial Deed of Exclusive Use Rights.

5. SUSPENSIVE CONDITIONS

5.1. MORTGAGE LOAN AND COSTS

This agreement is subject to the provision of a quote by a Bank or other acknowledged Financial Institution for financing of the balance purchase price as determined by this agreement and a preliminary acceptance agreement/affidavit signed by the PURCHASER as acceptance of the quote within a period of 45 (FORTY-FIVE) days (or within an extended period as the SELLER in his discretion may allow), after signature of this agreement by the SELLER.

For the purposes of obtaining the loan, the PURCHASER hereby binds himself to make use of **Ooba Home Loans** and make use, for this purpose of the originator of the SELLER, i.e. **Ooba Home Loans is hereby appointed as the PURCHASER's Agent**. Should such loan not be approved by such date this Agreement shall not automatically lapse, but shall only lapse if such loan is not approved within a period of 7 (Seven) days of either party giving the other notice in writing of the fact that the loan was not granted and that approval despite notice has not been obtained within the said 7 (seven) day period.

- 5.1.1.1. **The PURCHASER hereby undertakes to provide the SELLER'S bond originator with the required documentation and information upon request enabling them to apply for a loan on the PURCHASER'S behalf. This is to the benefit of the PURCHASER because the system of mortgage origination used by the SELLER avoids delays enabling the SELLER to reduce the price of his products and to finish the project in the estimated time. The SELLER requested certain banks to pre-value his product/Unit(s) and will release the signed contract to his bond originator as part of the bond approval process and the originator shall contact the PURCHASER for any further information.**
- 5.1.1.2. Should the PURCHASER fail to make use of the SELLER'S originator and obtain a bond through another originator or deal directly with a bank then the PURCHASER shall pay a penalty equal to one percent of the purchase price before transfer and on demand of the SELLER'S attorney.
No penalty will be payable where the SELLER'S originator could not procure a bond and the PURCHASER obtained a bond through his own negotiations or where the PURCHASER is a private bank client and obtains a loan from his private bank. The PURCHASER shall endeavour to ensure that the Financial Institution allocates the Mortgage Bond instruction to the SELLER'S Attorneys for the registration of the bond and agrees that it is done to streamline the registration of the sectional title scheme.
- 5.1.2. The PURCHASER may not after his mortgage bond has been approved by a financial institution, substitute the said mortgage bond with a mortgage bond of another financial institution. Any delay caused by this practice will not be acceptable to the SELLER and the SELLER reserves all his rights.
- 5.1.3. In the event a bond has been approved as per Clause 5 above and prior to date of registration of transfer, the bond is withdrawn, whether on the instructions of the PURCHASER or for any other reason, by such financial institution, it will still be regarded as if the suspensive condition pertaining to bond approval was met and will therefore result in a breach of the agreement by the PURCHASER and be dealt with accordingly and as provided for in this agreement.
- 5.1.4. **The PURCHASER also undertakes to pay all costs relating to the registration of the bond within 7 (Seven) days after having been requested to do so.**
- 5.1.5. Should the PURCHASER be a Company, CC, Trust or Partnership, the PURCHASER guarantees that all shareholders, members, trustees and partners shall personally bind themselves as surety and co-principal debtors to the financial institution, if such Financial Institution so requires, for the granting of the loan and all documents will be signed and securities given, as may be required.
- 5.1.6. **The PURCHASER specifically acknowledges that he is aware that there are costs payable to the Bank/Financial Institution with regard to the granting of credit, which he is liable to pay.**

5.2. FLISP APPLICATION AND APPROVAL

5.2.1. This agreement is further subject to the approval of a **FLISP grant (Finance Linked Individual Subsidy Programme)**, a housing subsidy for first time home buyers to assist with funds when purchasing a home. The FLISP grant is a product of and granted by the National Housing Finance Corporation. For the purposes of obtaining the loan, the PURCHASER hereby binds himself to make use of **Ooba Home Loans** and make use, for this purpose of the originator of the SELLER, i.e. **Ooba Home Loans is hereby appointed as the PURCHASER's Agent**. Should such loan not be approved by such date this Agreement shall not automatically lapse, but shall only lapse if such loan is not approved within a period of 7 (Seven) days of either party giving the other notice in writing of the fact that the loan was not granted and that approval despite notice has not been obtained within the said 7 (seven) day period.

5.2.2. **By choosing this option, the PURCHASER hereby declares that he/she is a first-time home buyer who qualifies for the criteria of a FLISP grant and that he/she undertakes that if he/she is not honest about this fact, that it could cause a delay in the sale process of the SELLER and thus acts in good faith.**

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5.2.3. **The PURCHASER hereby declares that he understands that the FLISP grant do not make provision for payment of transfer and bond costs on top of the Purchase Price.**

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5.2.4. The PURCHASER hereby undertakes to provide the SELLER'S bond originator with the required documentation and Information upon request enabling them to apply for a loan on the PURCHASER'S behalf.

This is to the benefit of the PURCHASER because the SELLER requested The National Housing Finance Corporation to pre-value his product/Unit(s) and will release the signed contract to his bond originator as part of the bond approval process and the originator shall contact the PURCHASER for any further information.

5.2.5. The PURCHASER may not after his FLISP application has been approved by The National Housing Finance Corporation, substitute the said mortgage bond with a mortgage bond of another financial institution. Any delay caused by this practice will not be acceptable to the SELLER and the SELLER reserves all his rights.

5.2.6. In the event a bond has been approved as per Clause 5.1 or 5.2 above and prior to date of registration of transfer, the bond is withdrawn, whether on the instructions of the PURCHASER or for any other reason, by such financial institution, it will still be regarded as if the suspensive condition pertaining to bond approval was met and will therefore result in a breach of the agreement by the PURCHASER and be dealt with accordingly and as provided for in this agreement.

5.2.7. **The PURCHASER also undertakes to pay all costs relating to the registration of the bond within 7 (Seven) days after having been requested to do so.**

5.2.8. **The PURCHASER specifically acknowledges that he is aware that there is costs payable to lodge the FLISP application with regard to the granting of credit, which he is liable to pay.**

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6. POSSESSION / OCCUPATION / RISK / RATES

6.1. It is recorded that the building(s) to be erected in the Sectional Title Scheme are presently in the course of planning and/or under construction.

6.2. The SELLER shall, after consultation with the PRINCIPAL AGENT, give 30 (THIRTY) days written notice of date of occupation to the PURCHASER.

6.3. On or before the OCCUPATION DATE, of which notice has been given to the PURCHASER, the SELLER shall request the principal agent to certify that the PROPERTY is available for beneficial occupation. A certificate signed by the principal agent that the Unit(s) is available for **beneficial occupation** shall be binding on both parties. Should the principal agent so certify prior to the occupation date of which the PURCHASER has been given notice, such occupation date of which notice has been given shall remain binding on the parties. Should the principal agent so certify on a date later than that of which notice has been given, such later date shall become the occupation date.

The Seller shall not be required to give a further notice of 30 (THIRTY) days in respect of such later date of occupation. Immediate notice of such later occupation date shall be sufficient and binding on the parties

6.4. Should the SELLER not be able to give possession and occupation on the completion date specified, the PURCHASER shall take possession and occupation on the date when the SELLER is so able to give beneficial possession and occupation. The PURCHASER shall have no claim of whatsoever nature against the SELLER for any loss or damage, whether it occurred direct or as a consequence thereof, should the seller not be able to give possession or occupation on completion date.

6.5. Should any dispute arise between the SELLER and PURCHASER as to the DATE OF COMPLETION of the UNIT(S) or the date of possession, or about the date the UNIT(S) were available for beneficial occupation or the date of occupation and/or possession, then the decision of the SELLER'S Principal agent as to such date certified in terms of 1.1.6 above, shall be final and binding on all parties.

6.6. Notwithstanding a foregoing, the SELLER shall be entitled to refuse the PURCHASER actual possession and occupation if the PURCHASER has not at such stage signed all transfer and bond documents and paid all Transfer and Bond registration costs. In such event the PURCHASER shall nevertheless be deemed to have taken possession and occupation for all other purposes hereof.

6.7.1. The PURCHASER or his nominees shall do a handover inspection of the UNIT(S) on the completion date, as to any discrepancies/defects found in the UNIT(S).

The SELLER undertakes to remedy any material defects in the Section which may manifest themselves within 21 (twenty-one) days after the Completion Date, provided that the PURCHASER notifies the SELLER in writing within the said period of 21 (twenty-one) days of any such defects, failing which the PURCHASER shall be deemed to

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have accepted the Section in the condition in which same was at the Completion Date. For the purpose of this sub-clause the expression “material defect” means those defects the existence of which are recorded in writing as requiring to be remedied or repaired by the Architect/Designer. The Architect/Designer shall determine whether such defects recorded in writing are “material defects” and his determination shall be final and binding upon the parties.

6.7.2. Notwithstanding the provisions of Clause 6.7.1 above, the SELLER shall not be liable for any defects in the unit in respect of the following:

6.7.2.1. touch up paint of any nature; and

6.7.2.2. hairline cracks in the plaster work; and

6.7.2.3. any mould growth caused by a lack of ventilation and/or condensation

which defects the PURCHASER acknowledges will not render the unit less acceptable than persons generally would be reasonably entitled to expect in the circumstances or less useful, practicable or safe than persons generally would be reasonably entitled to expect in the circumstances.

6.8.1. Possession and occupation of the property shall be given and taken on date of occupation as intended and stipulated in Clause D1 of the Information Schedule A, on which date the works will be completed and from which date the property shall be at the sole risk of the PURCHASER. The PURCHASER shall, at the request of the SELLER’s Conveyancers, pay a pro-rata share of all monies, rates and levies raised by the local authority in respect of the property, calculated as from date of occupation, together with the bond costs.

6.8.2. The PURCHASER acknowledges that he is aware of the fact that property rates and taxes and other levies are levied by Local Authorities against the property for which he will be liable.

6.9. The PURCHASER shall be obliged to take occupation on the date of occupation, unless the works are not habitable. Should a dispute arise as to the habitability of the works, then the issue will be determined by the Developer’s Principal agent who will issue a certificate, whose decision will be final and the parties will be bound thereby.

6.10. Should the date of occupation be earlier than the date of registration, then the PURCHASER will be obliged to pay occupational interest to the SELLER in the amount set out in the information Schedule from date of occupation to date of registration of transfer in his name. Such payment will be made in full, monthly in advance, and a pro rata calculation will be done at registration for the month of registration as well as pro rata levies.

6.11. All the risk in the PROPERTY shall be transferred to the PURCHASER on COMPLETION DATE.

6.12. Should the UNIT(S), after occupation but before transfer of the PROPERTY to the PURCHASER, be demolished or damaged to such an extent that the PURCHASER is prohibited to enjoy beneficial occupation thereof, then this sale may be cancelled at the instance of the SELLER, which notice must be addressed in writing by the SELLER to the PURCHASER within 45 (Forty-Five) days of such damage or destruction. In the event of cancellation, the SELLER shall reimburse to the PURCHASER all amounts which the PURCHASER may have paid to the SELLER under the provisions of clause 3 hereof (minus occupational interest which the SELLER is entitled to in terms of clause 6.10) and the PURCHASER shall not institute any further claim against the SELLER, except if the damage or destruction has been by the negligence of the PURCHASER, in which instance the SELLER may retain all amounts received by him, pending the finalisation of any claim which must be instituted within 180 (One Hundred and Eighty) days.

6.13. Should the UNIT(S) be damaged before transfer of the UNIT(S) is given to the PURCHASER, but not to such an extent that the PURCHASER is restrained from beneficial occupation, or in the case where the SELLER, in terms of the aforesaid subparagraph elect not to cancel this agreement, then: -

6.13.1. this Agreement will not be cancelled;

6.13.2. the occupational interest payable by the PURCHASER will be reduced pro rata to the extent that the PURCHASER was restrained from beneficial occupation of the UNIT(S);

6.13.3. the SELLER will repair or rebuild the UNIT(S) at his own expense, to the same condition, as soon as possible in the circumstances, as it was in before such damage;

6.13.4. the PURCHASER will not lodge a claim against the SELLER because of the aforementioned damage;

6.13.5. the date of REGISTRATION OF TRANSFER as mentioned in D1 of Schedule A above will be extended to allow the SELLER to do what is necessary in order to give transfer to the PURCHASER.

6.14. In the case of any dispute between the parties whether the PURCHASER was restrained or not of the acquisition or continuous beneficial occupation or the severity thereof, or in respect of the amount whereby the occupational rental (or the interest paid) must be reduced in accordance with Clause 6.12, then such dispute shall be referred to the PRINCIPAL AGENT who shall act as an expert, and not as an arbiter, and whose decision shall be final and binding on all parties.

6.15. Notwithstanding the above, in the case where the UNIT(S) are damaged before risk has passed and to such an extent that, in the opinion of the SELLER it is uneconomical to repair the UNIT(S) , then the SELLER shall be entitled, but not obliged, to cancel the agreement, in which event the SELLER must reimburse to the PURCHASER all amounts paid by the PURCHASER to the SELLER (subject to the provision in Clause 6.12 above and less occupational rental payable to the SELLER in terms of Clause 6.10 above.). Should the PURCHASER dispute the SELLER’s right to cancel in circumstances intended in this sub-clause, then the matter will be referred to the PRINCIPAL AGENT and will the stipulation in Clause 6.12 above apply mutatis mutandis.

7. POSSESSION PENDING TRANSFER AND BUILDINGS NOT YET ERECTED

7.1. The SELLER shall be entitled to vary the details as set out in the annexures hereto, as well as the extras referred to in Clause 33, to such extent as may be reasonably necessary to:

7.1.1. meet with any requirements of any competent authority with jurisdiction with regard to this matter;

7.1.2. meet any special features of the PROPERTY;

7.1.3. to resolve any problems with regards to impediments such as water, sewer or electrical wiring either above or underground or any rock or other soil condition;

7.1.4. give effect to any changes in materials, finishes or fittings which the SELLER considers to be appropriate or which may not be readily available at the time of demand due to shortage in supply of such materials, finishes or fittings without however detracting from the quality of the buildings and/or the UNIT(S);

- 7.1.5. to obtain the approval of the Sectional Development Scheme and/or to obtain the opening of the Sectional Title register.
The SELLER shall similarly be entitled to vary the number/s allocated to the UNIT(S) on the plan and the name of the development. In the event of a dispute arising in connection with any of the matters referred to in Clause 7.1.1 to 7.1.5, then the matter shall be referred to the PRINCIPAL AGENT for determination, whose decision shall be final and binding on the parties.
- 7.2. The SELLER shall not be required to indicate the position of the beacons or pegs on the PROPERTY or UNIT(S).
- 7.3. If the DATE OF POSSESSION of the UNIT(S) is before the DATE OF TRANSFER, then the PURCHASER shall between the DATE OF POSSESSION and the DATE OF TRANSFER:
- 7.3.1. mutatis mutandis be bound by all the obligations imposed by the BODY CORPORATE.
- 7.3.2. pay all pro rata levies and services as determined herein and electricity and water used in respect of the UNIT(S);
- 7.3.3. make no changes to the UNIT(S), nor any changes to colour or decoration without first having obtained the written approval of the SELLER, which consent may not be unreasonable withheld;
- 7.3.4. not dispose or rent out or in any other way whatsoever alienate the PURCHASER's right, or any part thereof, in and to the UNIT(S);
- 7.3.5. notwithstanding the provisions of Clause 6.7.1 above, personally be responsible for the payment of maintenance and repair of doors, ceilings, floors, windows, locks, plumbing and sanitary fittings, electrical fittings and any other interior fittings and general interior appearance of the PROPERTY;
- 7.3.6. permit the SELLER or his agent at all reasonable times, in conjunction with the PURCHASER, to enter the UNIT(S);
- 7.4. from the OCCUPATION DATE till the date of REGISTRATION OF TRANSFER pay occupational interest to the SELLER, such occupational interest will be calculated at prime rate per month on the purchase price. This interest will be payable monthly in advance, if applicable.
- 7.5. The PURCHASER shall be liable from the possession date or date of transfer, whichever shall be the earliest, for:
- 7.5.1. levies payable in terms of Section 37(1) of the Act calculated in accordance with the rules; and
- 7.5.2. all electricity and water consumed in or on the unit; and
- 7.5.3. pro rata rates payable in respect of the Property; and
- 7.6. Such occupational levies shall be paid by the PURCHASER to the SELLER or its appointed agent until registration of transfer and thereafter to the Body Corporate, monthly in advance on the first day of each and every month commencing from the possession date or date of transfer, whichever occurs first, provided that if the said date falls on any day other than the first day of a calendar month, then the PURCHASER shall be obliged from the said date to pay a pro rata share of the levies due for the calendar month on which the said date occurs.
- 7.7. The occupational levies payable by the Purchaser of any unit shall be determined by the SELLER in terms of the participation quota of the section purchased by the PURCHASER.
- 7.8. The trustees may however consider any other factors allowed in terms of the Act and which the board of trustees in its sole discretion may deem relevant in determining the levies payable in the scheme.
- 7.9. During the development period, the SELLER shall be responsible for expenses relating to the undeveloped portions of the land in terms of agreements and reconciliations concluded between the SELLER and the Body Corporate from time to time. Other than the aforesaid the SELLER shall not be obliged to pay levies in respect of any portion of the land or units registered in its name.
- 7.10. The PURCHASER takes note and acknowledges that:
- 7.10.1. the other residential UNIT(S) in the Development Scheme may be incomplete on the OCCUPATION DATE;
- 7.10.2. occupants may, as a result thereof have to endure discomfort and noise due to the building activities in respect of the finishing of the remaining UNIT(S). The SELLER, however, confirms that construction work shall only take place from Monday to Friday from 07:00 till 17:30 and on Saturdays from 07:00 till 16:00.
- 7.10.3. the peaceful use and enjoyment of the UNIT(S) may from time to time be interrupted during such building activities;
- 7.10.4. the PURCHASER shall not, by any means, be entitled to lodge a claim against the SELLER, and the PURCHASER will not be entitled to any reduction in the purchase price or interest due to such inconvenience and/or interruption referred to in clause 7.10.1 and 7.10.3. The SELLER will however do everything in his power to ensure that such inconvenience and/or interruption will be minimised and will take all reasonable precaution to ensure the safety of the occupants and their belongings;
- 7.10.5. the intended occupation date reflected in D1 of Schedule A is only a projected date and the SELLER will not be held liable, whatsoever, if the occupation date falls before or after the date;
- 7.10.6. **the occupation date shall under no circumstances be moved, nor shall the PROPERTY be declared to be unfit for beneficial occupation due to any improvements, extensions still to be made to the UNIT(S) on request of the PURCHASER and which are not yet completed.**
- 7.10.7. the occupation of the UNIT(S) by the PURCHASER (and those inhabiting it by and under the PURCHASER) between the OCCUPATION DATE and the DATE OF REGISTRATION OF TRANSFER shall not in any way constitute a lease between the SELLER and the PURCHASER;
- 7.10.8. **The SELLER shall be obliged to insure the PROPERTY until the day before the OCCUPATION DATE where after the PURCHASER shall insure the PROPERTY from and including the DATE OF OCCUPATION.**
- 7.11. It is specifically recorded that the PURCHASER is not granted the right to elect his own finishes from choices made available by the SELLER.
- 7.12. **The PURCHASER acknowledges and agrees that:**
- 7.12.1. **the sectional plan of the scheme has not been prepared nor has it been approved and that accordingly the exact and final boundaries and area of the section and the exclusive use areas will be those shown on the sectional plan as approved.**

- 7.12.2. the PURCHASER is aware that the rules confer rights of exclusive use and enjoyment of parts of the common property upon members of the Body Corporate for use as basement parking bays in terms of Section 27(1) of the Act;
- 7.12.3. the PURCHASER has read and approved the unit layout plan and specifications and shall be obliged to accept possession of the unit erected in accordance with the unit layout plan and specifications on the possession dated and as finally depicted and delineated on the sectional plan relating thereto.
- 7.12.4. the areas reflected in the schedule and on the plans and specifications are estimates and do not constitute final floor areas or the areas as measured in terms of the Act.
- 7.12.5. the PURCHASER has no right of access to the development or buildings thereon while under construction and shall only be entitled to access on occupation and possession of the unit. The PURCHASER shall, however, have the right of inspection of the building work carried out by the contractor, provided that the PURCHASER shall at all times be accompanied by either the SELLER or the contractor or one of their duly appointed agents, and the PURCHASER shall not personally or through his representative be entitled to issue instructions to any of the contractor's workmen or subcontractors or any other person employed or acting on their behalf.

8. CONDITIONS APPLICABLE PENDING TRANSFER

It is recorded that the Body Corporate shall be deemed to be established in terms of Section 36 of the Sectional Titles Act No. 95/1986 on the registration of the first transfer.

The PURCHASER agrees to:

- 8.1. immediately on becoming the registered owner of the property, he shall automatically become a member of the Body Corporate of the Sectional Title Complex.

9. CONDITIONS PENDING TRANSFER

From the OCCUPATION DATE until the DATE OF REGISTRATION OF TRANSFER of the PROPERTY into the name of the PURCHASER, the PURCHASER shall:

- 9.1. Keep the Unit(s) in good repair.
- 9.2. Save insofar as this agreement may alter same; be responsible for all other obligations of an owner as set out in the STA, SEMA or COSA Acts.
- 9.3. Comply with all rules and regulations applicable to the PROPERTY.
- 9.4. The provision of the rules insofar as they cast any duty upon the owner or occupier of a UNIT(S) shall bind the PURCHASER and be enforceable by the SELLER;
- 9.5. The PURCHASER shall be responsible for and pay to the SELLER promptly and/or on demand, all costs of water consumed in the UNIT(S) insofar as same may not be separately metered.

10. THE RULES

- 10.1. The PURCHASER acknowledges that he is familiar with the Management and Conduct Rules which still requires the approval of the Ombud since it is being added to, to make provision for the allocation of exclusive use areas, being parking areas as allocated by the SELLER and to be depicted on a schedule as soon as the draft Sectional Plans become available as well as to specify that the SELLER shall for the duration of the Development period have the deciding vote at trustees meetings of the Body Corporate and shall not be liable for payment of any levies to the Body Corporate.
- 10.2. A draft set of the Management and Conduct Rules proposed by the SELLER, is attached hereto still subject to approval by the Ombud. The SELLER reserves the right to make changes thereto before date of registration of transfer, should the need arise, when the PURCHASER will be informed accordingly. By signing this agreement, the PURCHASER acknowledges receipt of a set of the Conduct- as well as Management Rules.
- 10.3. The Management and Conduct Rules proposed will also be available on the website of the developer at _____
- 10.4. It is specifically recorded that the Seller shall be entitled to amend the Management and Conduct Rules as it, in its sole discretion, may deem necessary from date hereof until date of registration of transfer and the PURCHASER hereby declares himself to be bound by such amendments.
- 10.5. The PURCHASER acknowledges that it is aware of the fact that the Body Corporate will be liable for the maintenance and upkeep of the services infrastructure, street lights and roads in the scheme.

11. ADDENDUMS

The sale is subject to express condition as contained in the Addendums attached hereto, which forms part of this agreement between the PURCHASER and the SELLER as Developer in respect of the erection and completion of the work as set out in the Addendums, which includes the following: -

Site Development Plan	Annexure A
Basement Parking Layout Plan	Annexure B
Parking Layout Plan	Annexure C
Unit Layout Plan	Annexure D

Unit Location in relation to

Applicable Floor Layout Plan	Annexure E
Schedule of Residential Units	Annexure F
Schedule of Commercial Units	Annexure G
Schedule of Specifications and Finishes	Annexure H
Estimated Participation Quota	Annexure I
Management Rules	Annexure J
Body Corporate – Draft Conduct Rules	Annexure K
Estimated Levy Schedule	Annexure L
Items included in sale price	Annexure M
Draft Sectional Title Plans	Annexure N

12. INTEREST

- 12.1.** All monies payable by the PURCHASER in terms hereof and unpaid on due date shall bear interest at 2 % above the prime rate charged by First National Bank in respect of unsecured overdrafts to its best customers from time to time reckoned from the due date to the actual date of payment. A certificate by the manager or accountant of any branch of such bank shall be satisfactory and sufficient proof of such rate of interest charged from time to time.
- 12.2.** Each payment made by the PURCHASER shall be allocated first to the payment of interest and then to the payment of any other monies due in terms thereof and thereafter to the reduction of capital amounts owing.

13. COMMISSION

Commission shall be payable by the SELLER to the effective

Agent/s 1.) _____ at _____%

Agent/s 2.) _____ at _____%

Agent/s 3.) _____ at _____%

on date of registration. Should this Deed of Sale be cancelled as a result of the PURCHASER's inability to comply with his obligations, the PURCHASER hereby takes over without any right of regress the SELLER's obligation for payment of commission in terms of which the estate agent shall be entitled but not obliged to enforce all his claims for such commission against the PURCHASER or, where applicable, to claim damages from the PURCHASER.

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14. REPRESENTATION AND GUARANTEES

- 14.1.** Both parties acknowledge that the contents hereof when accepted by PURCHASER and SELLER, constitute the whole agreement between them and that no other conditions, provisions, guarantees or representations of any nature have been made by any of the parties or their agents other than those set out herein and which have been agreed to in writing and signed by or on behalf of both parties hereafter.
- 14.2.** More specifically and notwithstanding the provisions of Clause 3.4.2 of Clause 3A, the PURCHASER shall not have any claim against the SELLER, including the cancellation of this agreement, due to: -
 - 14.2.1.** any deviation or difference of a non-essential nature between the building plans and the specifications relating to the UNIT(S) to the PROPERTY and the completed UNIT(S);
 - 14.2.2.** the layout of the UNIT(S) or the layout of the other UNIT(S) on the PROPERTY, which may be erected any time after the signature of this Agreement, except that the SELLER only guarantees that there is no diversion in the positioning of the UNIT(S) or the positioning of the other UNIT(S) than those marked in the draft site plan attached hereto, marked Annexure "A";
 - 14.2.3.** consequential damage or loss caused and hereby renounces any such claims.
 - 14.2.4.** all undertakings to the PURCHASER hereby duly given, is personally to the PURCHASER and cannot be alienated or transferred by him, whatsoever.
- 14.3.** In addition to the above, the PURCHASER will not institute a claim of any nature against the SELLER for any loss, damages or injuries which the PURCHASER or the family, agents and/or invitees of the PURCHASER may suffer directly or indirectly because of any latent or patent defects in the UNIT(S) because the PROPERTY or any portion thereof may be in a defect condition or faulty state, or any specified repair work not done in time by the SELLER, or whether it commenced, or by vis major or casus fortuitous or any other cause totally or partially started outside the SELLER's control.
- 14.4.** Notwithstanding anything contrary to what is contained or implicated herein, if the PURCHASER gave the SELLER written notice as stipulated in Clause 6.7 hereof, which requires the SELLER to rectify any defect for which the SELLER is responsible, and the SELLER does not rectify it within the said time period which is reasonable in the circumstances, or 60 (SIXTY) days (whichever is greater), then and in such case, the SELLER will not be entitled to the protection under these Clauses 14.3 and 14.4, should any such injury or damage be sustained due to such defect.
- 14.5.** the SELLER guarantees that on the date of transfer:
 - 14.5.1.** the SELLER has obtained all the necessary approvals from the local authority and planning councils.
 - 14.5.2.** building- and development approval have been obtained.
 - 14.5.3.** all services applicable to the UNIT(S) - including water, power, storm water and entrance roads - will be completed when the UNIT(S) are tendered for transfer.
 - 14.5.4.** on transfer of the UNIT(S), it will be transferred free from any bonds or encumbrances or retention rights, of whatsoever nature.

15. EXTENSION

Notwithstanding any express or implied provision of this agreement to the contrary, any relaxation or extension of period allowed by the SELLER in connection with this agreement shall not be regarded as a waiver of the SELLER's right to enforce without notice strictly and promptly any provision or condition herein contained.

16. BREACH OF CONTRACT

Should the PURCHASER fail to comply with all his obligations in terms of this agreement and such breach of contract continues for a period of 10 (TEN) days after the SELLER has forwarded a written notice to the PURCHASER to rectify such breach, the SELLER shall be entitled (without prejudice to any other rights which the SELLER may have in terms hereof) to exercise any of the following:

- 16.1.** to hold the PURCHASER to this agreement and to claim the full purchase price;
- 16.2.** to cancel this agreement and
 - 16.2.1.** to retain the amounts already paid in payment of the purchase price as liquidated damages;
 - 16.2.2.** to retain the holding deposit and any interest thereon; and/or
 - 16.2.3.** to claim damages suffered by the SELLER as a result of such breach of contract.
 - 16.2.4.** to claim all costs, expenses and legal costs already incurred or to be incurred on an attorney and client scale;
- 16.3.** If the PURCHASER disputes the SELLER's right to cancel this agreement and/or stay in occupation of the property after date of cancellation or intended cancellation, the PURCHASER shall continue to pay occupational interest as stipulated herein as remuneration for the fact he/she occupies of the PROPERTY.

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17 CERTIFICATES

The SELLER undertakes where applicable at its own expense to arrange or supply the following certificate to the PURCHASER: Electrical, Municipal Occupation Certificate, Glass, Roof, Gas and any other certificates required by Law, Ordinance or By-Law.

18. 72 HOUR CLAUSE

18.1. The SELLER may at any time prior to the fulfilment of the suspensive conditions of this agreement (first transaction) continue to market the property and accept another offer to purchase this property (second transaction), which is not subject to any suspensive conditions or the suspensive conditions have already been fulfilled. The PURCHASER, in respect of the first transaction, will have 72 (Seventy-Two) hours to fulfil the suspensive conditions in terms of the first transaction. The 72-hour Clause does not apply during Saturdays, Sundays and Public Holidays.

18.2. The 72-hour clause commences when the PURCHASER in respect of the first transaction or his written authorised agent or attorney: -

18.2.1. Is given written notice within working hours (between 08:00 – 17:00) of the entering into the second agreement; and

18.2.2. Have received a copy of the second agreement; and

18.2.3. Have received proof that all suspensive conditions of the second transaction have been fulfilled; and

18.2.4. Have received proof that any bond in respect of the second transaction has been approved without any unusual conditions or that such unusual conditions have been fulfilled and that any other suspensive conditions have been fulfilled.

18.3. The said notice may be given by way of e-mail to the elected e-mail address as set out in the information schedule. A delivery receipt will suffice as delivery.

18.4. The PURCHASER may within this period in writing renounce all suspensive conditions and is then obliged to furnish the SELLER's Conveyancers with an unconditional irrevocable bank guarantee which is acceptable to them for the payment of the balance purchase price which is not covered by the Mortgage Loan and also for the payment of the bond costs. Should the PURCHASER not comply herewith, then this agreement will automatically lapse and the SELLER shall proceed to sell this property in terms of the second transaction. In such case, the deposit shall be refundable as mentioned in terms of Clause 3.1.

19. JURISDICTION

19.1. For the purposes of all and any legal action, the parties' consent to the jurisdiction of the Magistrate's Court which would otherwise have jurisdiction in terms of Rule 28 of the Magistrate's Court Act 1944 as amended, notwithstanding that such action would otherwise fall outside the jurisdiction of that Court.

19.2. The SELLER however reserves the right to institute any action in any appropriate division of the Supreme Court.

20. NOTICES AND DOMICILIA

20.1. The parties hereby choose domicilium citandi et executandi for all purposes under this agreement at the following addresses:

20.1.1. the SELLER at the address set forth in Schedule A above;

20.1.2. the PURCHASER at the address set forth in Schedule A above until the occupation date and thereafter the address of UNIT(S) hereby sold. If any of the parties wishes to change their domicilium or any address, then he will do so in writing to the other party by prepaid registered post, provided that the address is in the Republic of South Africa. Any notice to any party shall be addressed to the aforesaid postal address and shall either be sent by prepaid registered post or delivered by hand or sent by fax to the fax number recorded on Schedule A. In case of any notice: -

20.1.2.1. sent by prepaid registered post, it shall be deemed to have been received on the 5th (fifth) business day after posting, unless the contrary is proved. The Post Office shall be deemed to be the agent of the sender.

20.1.2.2. delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided that such date is a business day or otherwise on the next following business day.

20.1.2.3. sent by Fax shall be deemed to have been received on the date of the transmission of the fax, provided that such date be as above, and provided the transmitter can display a confirmation report of successful transmission.

20.1.2.4. sent by e-mail to the e-mail address of the addressee as indicated in Schedule A attached hereto, which notice will be considered having being properly delivered and received by the applicable Party on the 1st day following the date of transmission thereof and a delivery receipt can be provided;

21. GENERAL/SOLE CONTRACTUAL RELATIONSHIP

21.1. The parties hereto acknowledge that this agreement represents the entire agreement between them and that no other conditions, stipulations, warranties and/or representations whatsoever express or implied have been made by either party or their agents other than as set forth in this agreement.

21.2. No variation of this agreement shall affect the terms hereof unless such variation shall be reduced to writing under the hands of the parties hereto.

21.3. **The PURCHASER acknowledges that all artistic, architectural, photographic and in any way visual presentation material including but not limited to models, brochures and pamphlets, used by the SELLER or its agents in the marketing and selling of the PROPERTY(IES) 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. It is further recorded that all furniture and fittings shown on the attached plans are for illustration purposes only and that the finishing schedule shall sufficiently set out the detail of finishes in the UNIT(S).**

21.4. Each of the parties hereto 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 and transfer duty declarations.

21.5. If there is more than one PURCHASER in terms of this agreement, the liability of each of the PURCHASERS shall be joint and several.

21.6. The PURCHASER hereby irrevocably and in rem suam gives and grants to his/her spouse the right to deal with all matters arising out of this agreement and to sign any documents relating hereto on his/her behalf.

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22. RE-SALES/CESSION AND ASSIGNMENT OF RIGHTS

The PURCHASER acknowledges that the right to the property shall only be transferred to him in terms of this agreement and not to a third party. He shall not be entitled to alienate any rights obtained by him under this agreement to any third party in any way, before registration of transfer and the Conveyancer will not link to a transfer where he sells this property again.

Initial

23. NO WITHHOLDING PAYMENTS

The PURCHASER shall not be entitled to withhold, delay, abate or set off payment of any amounts due to the SELLER in terms of this agreement by reason of any breach or alleged breach of contract by the SELLER.

24. NOMINATION AND SURETY BY SIGNATORY

24.1. If the PURCHASER has, reserved the right to nominate a nominee as PURCHASER, the PURCHASER shall be entitled to nominate any third party as the PURCHASER in terms of this Agreement provided that such nomination: –

24.1.1. is made within the lawful permitted time period (before 12 midnight on the day of conclusion of this contract);

24.1.2. before or on the date of signature by the SELLER;

24.1.3. is delivered to the SELLER by written notice and signed by the nominee as acceptance in a form to the satisfaction of the SELLER, wherein it is specifically mentioned that he accepts the terms of this contract;

24.1.4. Should the PURCHASER fail to nominate in terms hereof, he shall not thereafter be entitled to nominate a nominee but shall be personally bound to perform all the obligations of the PURCHASER in terms hereof.

24.2. Should the PURCHASER validly nominate a nominee in terms of the foregoing, then -

24.2.1. all reference to the PURCHASER in this Agreement shall be deemed to be a reference to such nominee, save that there shall be no further right of nomination;

24.2.2. all rights of the original PURCHASER (the signatory to this Agreement as PURCHASER) in and to the deposit and all other monies paid in terms hereof shall be deemed to be ceded in favour of the nominee and held by the transferring attorney.

24.2.3. the original PURCHASER shall be held liable in solidum with the PURCHASER (his nominee) as surety and co-principal debtor, under renunciation of the benefits of excursion and division, for all the obligations of the PURCHASER (the nominee) to the SELLER arising out of or in connection with this Agreement.

25. CAPACITY AS PURCHASER

25.1. In the event that the PURCHASER is acting on behalf of another person or entity, in terms of Section 16 of the Transfer Duty Act No 40 of 1945 as amended, he is obliged to disclose the name and address of his principle on whose behalf he acts immediately upon acceptance of the offer and it must be done on the same day failing which such later nomination may be regarded as a separate transaction which will attract Transfer Duty or Value Added Tax.

25.2. Such entity so nominated must be capable of accepting transfer.

25.3. Company, Close Corporation or another legal persona to be incorporated or formed: -

25.3.1. Should the signatory sign this agreement for the benefit of a Company or other legal persona to be incorporated or formed, he shall be personally liable as PURCHASER for the proper performance of all the terms and conditions of this agreement should the said Company or other legal persona not be incorporated or formed and does not accept and ratify the benefits and terms and conditions of this agreement unconditionally, within 30 (Thirty) days after the date hereof.

25.3.2. Should the signatory sign this agreement as Trustee for a Company not yet incorporated, he shall be personally liable as PURCHASER for the proper performance of all the terms and conditions of this agreement if the said Company is not incorporated or formed and does not in terms of the Companies Act No 61 of 1973 adopt and ratify unconditionally the benefits, terms and conditions of this agreement within 30 (Thirty) days after the date hereof.

25.3.3. In the event of the said Company or other legal persona being duly incorporated or formed and adopting and ratifying this agreement in terms of 25.3.1 or 25.3.2 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 other legal persona for the due and timeous performance by it of all its obligations as PURCHASER in terms of this agreement. The signatory hereby renounces all benefits arising from the legal exceptions non-causa debiti, errore calculi, revision of accounts, no value received, de duo bus vel pluribus reis debendi, beneficia excussionis et divisionis or any other exceptions 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 signatory declares himself to be fully acquainted.

In this Clause 25.3 "the signatory" means the person or persons who signed this agreement for the benefit of a Company or other legal persona to be incorporated or formed or as Director for a Company not yet incorporated.

26. COMPANY / CLOSE CORPORATION / TRUST / SURETY BY SIGNATORY

26.1. In the event of the PURCHASER being a Company or Close Corporation or The Trustee for the time being of a Trust, then the signatory of such Company, Close Corporation or Trust who signs this agreement on behalf of such PURCHASER hereto binds himself to the SELLER as surety and co-principal debtor in solidum on behalf of the PURCHASER, for the obligations of the PURCHASER hereto. The said signatory and duly authorised representative hereby renounce the benefits of excussion and division, non-causa debiti, revision of accounts and all other legal exceptions which may operate in his/her favour for the fulfilment by the PURCHASER of all the PURCHASER's obligations in terms of this Agreement and hereby declare he understands the meaning and effect thereof

26.2. The signatory to this agreement hereby guarantees that he/she has been duly authorised by any legal entity on whose behalf he acts to enter into this agreement.

26.3. By his signature to this agreement, the signatory hereby indemnifies the SELLER against any damage which the SELLER may suffer by reason of the breach of any term of this agreement by the said Company / Close corporation / Trust or other legal entity incurred or any damage suffered by reason of the fact that he has not been duly authorised.

27. LEVY/MANAGING AGENT/ LEGAL ENTITY

- 27.1. From and including the date of occupation as aforesaid, the PURCHASER shall be liable to pay to the SELLER until REGISTRATION OF TRANSFER and thereafter to the BODY CORPORATE of **FELICITA** Scheme a bona fide estimated monthly / yearly levy in advance (pro rata in respect of any portion of a month) on the first day of each and every month, being a proportionate share of the total cost of managing (payable in terms of Section 37(1) of Sectional Titles Act 95 of 1986), operating, administering, repairing, cleaning, securing and maintaining the buildings and the PROPERTY. The monthly / yearly levy shall be determined, initially by the SELLER and thereafter by the BODY CORPORATE and on its establishment. Such monthly / yearly levy shall include, without limiting, the following:
- 27.1.1. estimated Rates and Taxes, levies, and other charges payable to the local and other authorised authorities;
 - 27.1.2. deposits, consumption and other charges related to the supply of water, electrical power and other services to the development by the relevant authorities and other service providers;
 - 27.1.3. maintenance and upkeep of the building, parking areas, perimeter walls, fencing, security system, lift and other buildings, comprising the development;
 - 27.1.4. Municipal services to the development such as refuse removal, sewerage charges etc.
 - 27.1.5. upkeep, maintenance and replacement of interior fittings of the buildings where such costs are related to normal wear and tear and cannot legally be recovered from the registered owners of the UNIT(S)S in the development;
 - 27.2.1. structural insurance;
 - 27.2.2. administration and management costs;
 - 27.2.3. security;
 - 27.2.4. cleaning services;
 - 27.2.5. salaries and wages;
 - 27.2.6. office rentals, furniture, stationery and similar expenses incurred in respect of the functions, such as administrative, cleaning, security and garden services and all indoor plants and gardens.
 - 27.2.7. the monthly levy shall be paid monthly in advance on the first day of each and every month and the PURCHASER shall be obliged to sign a debit order in favour of the BODY CORPORATE of the Sectional Scheme should he be called upon to do so by the BODY CORPORATE.
 - 27.2.8. The SELLER may appoint a Managing Agent and delegate some or all his powers and duties to such Managing Agent for a maximum period of 1 (one) year from date of opening of the Sectional Title register, which agent will be entitled to execute such powers and duties as may be delegated by the SELLER.
 - 27.2.9. The PURCHASER gives the SELLER the irrevocable power to make this appointment.
 - 27.2.10. Notwithstanding the provisions of this Clause, the SELLER shall not be released of any responsibilities against the PURCHASER in terms hereof.
 - 27.2.11. The UNIT(S) may in future not be alienated or transferred without the prior written consent from the Body Corporate and without proof of payment of such monies that the Body Corporate may charge.
 - 27.2.12. The PURCHASER acknowledges that he will upon transfer become a member of the Body Corporate of the **FELICITA** Scheme and that he will be obliged to pay levies to such Body Corporate and be bound by its Rules.

28. FICA

The PURCHASER acknowledges that he is aware of the provisions of the Financial Intelligence Centre Act No 38 of 2001 as amended and by acquiring property and mortgage finance that the Conveyancers would have to comply with the appropriate provisions of the Act. The PURCHASER accordingly agrees in terms of Clause 4.9.1 and 4.11 to provide the Conveyancers with his full co-operation and disclosure in order that they may meet their obligations in this regard. **The PURCHASER acknowledges that no monies can be invested before all FICA requirements had not been complied with.**

29. RESOLUTIVE CONDITION

- 29.1. The PURCHASER acknowledges that the economic viability of the development depends on the rate and volume of sales achieved by the seller. The PURCHASER also acknowledges that the SELLER must meet certain zoning and planning conditions and this deed of sale is subject to the municipal approval.
- 29.2. This agreement is subject to the resolutive condition that the SELLER decides, within its entire discretion to proceed with the development by the development date as defined in Clause 1.1.18 of SCHEDULE A: DEFINITIONS. If the SELLER does not by the development date despatch by registered or certified post or e-mail, written notice to the effect that the Development is not being proceeded with, then the resolutive condition shall be deemed to have been fulfilled.
- 29.3. In the event of the resolutive condition being fulfilled, this agreement shall automatically lapse and the SELLER shall refund to the purchaser the deposit together with any accrued interest.
- 29.4. Save as aforesaid, the parties shall have no claim against one another.

30. USE OF THE UNIT(S)

- 30.1. The UNIT(S) shall be used by the PURCHASER for residential accommodation purposes only.
- 30.2. The PURCHASER shall have the right of reasonable use, having regard to the right of the other PURCHASERS and/or occupiers, of the common areas of the development.

31. INFORMATION DISCLOSED

- 31.1. Rules applicable to the use of the PROPERTY and the conduct of the members are attached hereto as Annexure "J" and "K".
- 31.2. An estimation of all expenditures for the control, management and administration of the Scheme and all relevant services and facilities as from **1 February 2024** is the estimated amount as per Annexure "L".

32. SECTIONAL TITLE PLAN

- 32.1. The PURCHASER acknowledges that the Sectional Plan has not yet been approved and that the exact boundaries and number of the section(s) forming part of the Unit(s) shall be those shown on the final approved Sectional Plan. The SELLER warrants that they will be substantially in accordance with those set out in the annexures hereto. The undivided share of the common property apportioned to the UNIT 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. The PURCHASER acknowledges that the participation quotas may be adjusted accordingly as soon as the final Sectional Plan is approved.

- 32.2.** The PURCHASER shall not be entitled to claim cancellation of this agreement or any reduction in the purchase price by reason of any minor alteration to the number, size, location or participation quota of any UNIT(S), or any increase in their number, to that shown on the plans annexed hereto. The PURCHASER undertakes to accept transfer of the UNIT(S) as may be re-defined and re-numbered on the Sectional Plan approved by the relevant local authority and the Surveyor General. For purposes of clarity and good order, a minor alteration in size shall be an increase or decrease in the area of the UNIT(S) not greater than 5% (five per centum).
- 32.3.** Should the final floor area of the unit and/or the final area of the basement parking bay or parking bay, whichever may be applicable, as depicted on the sectional plan approved by the Surveyor General be more than 5% less than the approximate area of the components as set out in paragraph D6 of Schedule A, the PURCHASER shall be entitled to reside from this agreement by written notice to the SELLER in which event the PURCHASER shall have no claim against the SELLER, save for the refund of the deposit and balance of the purchase price paid by the PURCHASER, if applicable, together with accrued interest thereon, less an administration fee as agreed to, in respect of management and/or administration fees payable to the Conveyancers. The parties further specifically agree that should the final floor area of the unit and/or the final area of the basement parking bay and/or parking bay, whichever may be applicable, as reflected on the sectional plan approved by the Surveyor General, be more than the approximate area as stipulated in paragraph D6 of the Schedule A, the purchase price will not be increased pro rata to the extent of the increase in the floor area aforesaid, but will remain as is set out in paragraph D6 of Schedule A.
- 32.4.** The land surveyor shall have the sole decision upon whether a deviation referred to in 32.3 above is minor and his decision shall be binding on the parties.
- 32.5.** The PURCHASER acknowledges that it may be necessary for the SELLER to amend or change the design and/or layout of all or some of the UNIT(S). In the event of such changes being material, and the PRINCIPAL AGENT in his sole discretion shall determine what is material, the PURCHASER shall be given 14 (fourteen) days' notice of such changes within which period he shall have the right to reside from the agreement and that the deposit be refunded. Should such changes not be material the PURCHASER acknowledges that he shall remain bound to the agreement.
- 33. SPECIFICATIONS AND SCHEDULE OF FINISHES:**
- 33.1.** The PURCHASER acknowledges that his unit will be built in accordance with the specifications as more clearly indicated in Annexure "H".
- 33.2.** The purchase price is calculated in accordance with the specifications mentioned in Annexure "H".
- 34. SECTIONAL TITLE – RESIDENTIAL**
- 34.1.** The PURCHASER acknowledges that this sale is by Sectional Title and that the PURCHASER has satisfied himself/herself/itself regarding all rules, regulations, conditions and servitudes of whatever nature pertaining to the sale, ownership and use of the UNIT(S).
- 34.2.** The PURCHASER shall, subject to the rules of the scheme, be entitled to the exclusive use and enjoyment of the exclusive use areas allocated to him in terms of the Rules.
- 34.3.** UNIT(S) in the Sectional Title Scheme shall be sold and utilized for the purposes as indicated on the Sectional Title Plans read together with the Section 11 Certificate.
- 35. POWER OF ATTORNEY IN FAVOUR OF THE DEVELOPER**
- The PURCHASER hereby gives an irrevocable Power of Attorney to the Developer or his successors in title, by which the PURCHASER is excluded to execute voting rights during the development period in order to make changes to the Rules of the Body Corporate and for any other purposes of which voting rights are reserved in favour of the Developer in accordance with the Management Rules.
- 36. OPEN PARKING BAYS AND EXCLUSIVE USE AREAS**
- 36.1.** The portions of the common property which are depicted as basement parking bays and thus as exclusive use parking bays on the exclusive use area and unit layout plan and bought by the PURCHASER will be registered by Notarial Deed of Cession in the name of the PURCHASER. Exclusive Use Areas not sold when the development ends, shall remain the property of the Body Corporate who may either sell or lease it.
- 36.2.** the open parking bays on the Parking Layout Plan as per Annexure "C", shall be governed by the rules of the Body Corporate, and shall be maintained by the Body Corporate at the costs of the PURCHASER in terms of his participation quota. Certain Parking Bays may however be allocated to certain commercial units.
- 36.2.** The PURCHASER shall not be entitled to sell, transfer and/or cede any rights in respect of the exclusive use areas to any other person as it is allocated in terms of the Rules.
- 37. EXTRA'S INCLUDED**
- No extras shall be allowed by choice of the PURCHASER.
- 38. PARTICIPATION QUOTA and LEVIES**
- 38.1.** The participation Quota will be calculated according to the Unit(s) bought by the PURCHASER (Annexure "I").
- 38.2.** The monthly levies payable is those estimated to be those stated in Schedule A. D3 and Annexure "L".
- 38.3.** Notwithstanding the above, the Seller/Developer hereby discloses his intention to, in his sole discretion, make rules in terms of section 11(2)(a) and/or section 11(2)(d) of the Sectional Title Schemes Management Act, Act 8 of 2011 by which the liability of the Seller/Developer to make contributions for purposes of section 3(1) and/or 14(1) of the said Act, in respect of any unit/s that might be retained by the Seller/Developer after the opening of the Sectional Title Register/establishment of the Body Corporate, is modified.
- 39. TAX AFFAIRS**
- The PURCHASER declares that its personal income tax and/or VAT – affairs are in order and in the event any delay should be caused when applying for a VAT – clearance certificate, such delay will be deemed a breach by the PURCHASER and be dealt with in accordance with this agreement.
- 40. ADVERTISING ON THE PROPERTY**
- 40.1.** The SELLER shall be entitled at any time to erect such signage, flagpoles, messages or any 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.

40.2. 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:

40.2.1. until the SELLER has completed and entirely sold the development, without the prior written consent of the SELLER; and

40.2.2. thereafter, without the prior written consent of the Body Corporate; which consent may not be unreasonably withheld.

41. TIE CONDITION

41.1. It is recorded that and the PURCHASER acknowledges as per the Preamble and the contents of Notarial Contract No. K331/2021, that erven 9120 Saldanha (owned by Saldanha Municipality) and erven 14740 and 14741 Saldanha had been notorially tied.

41.2. Erven 9120, 14740 and 14741 had been Notorially tied to each other in terms of Notarial Tie Agreement Nr K 331/2021 which indicate that the properties shall for all intent and purposes, be permanently tied together and regarded as one property incapable of subdivision, save and accept with the prior written consent of the Local Authority, that the said properties may not be sold and or otherwise disposed of or transferred, save and accept with the prior consent in writing of the Local Authority;

42. IRREVOCABLE OFFER

42.1. The PURCHASER's signature to this agreement constitutes an irrevocable offer and is irrevocable for a period of 60 (sixty) working days thereafter, after which it may be extended for a further period of 30 (thirty) working days to the SELLER's choice, after which it will lapse, unless it is accepted and signed before such date.

42.2. Notice of acceptance of the PURCHASER's offer given by the SELLER or its AGENT within 30 (THIRTY) days of acceptance hereof by the SELLER, shall constitute a binding agreement.

SIGNED at _____ on this day _____ of 20__

AS WITNESSES:

1. _____ 2. _____

1. _____

SELLER

SIGNED at _____ on this day _____ of 20__

AS WITNESSES:

1. _____ 2. _____

1. _____

PURCHASER (1)

2. _____

PURCHASER (2)

SIGNED at _____ on this day _____ of 20__

AS WITNESSES:

1. _____ 2. _____

1. _____

Candidate/Master/Property Practitioner
Seller(s)

2. _____

Purchaser(s)