

# DEED OF SALE

“CAPE VIEW”

Entered into by and between:

**BELVIZONE (PROPRIETARY) LIMITED**

(Company Registration Number: 2017/510857/07),

**or its NOMINEE**

(herein the "**Seller**")

and

**(FULL NAMES)** \_\_\_\_\_

Company Registration Number / Identity Number

\_\_\_\_\_

and

**(FULL NAMES)** \_\_\_\_\_

Company Registration Number / Identity Number

\_\_\_\_\_

(herein individually referred to as "**Purchaser**" and jointly as the "**Purchasers**")

and as described in more detail in **Annexure "A"** attached hereto

**In respect of:**

Unit No. \_\_\_\_\_ **CAPE VIEW**,

situate at 1 Shell Road, (ERF 4470), Milnerton, City of Cape Town

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## 1. PARTIES

The **Parties** to this **Agreement** are:

1.1 **Belvizione (Pty) Ltd.** with company registration number: 2017/510857/07, being a South African resident company, registered and incorporated according to the laws of the Republic of South Africa, having its principal place of business at:

1.1.1 Physical Address: 9 Moolman Road, Bloubergstrand, Cape Town, 7441;

1.1.2 Postal Address: 9 Moolman Road, Bloubergstrand, Cape Town, 7441;

1.1.3 Contact Number: .....

1.1.4 E-mail address: [admin@kimwilliams.co.za](mailto:admin@kimwilliams.co.za)

represented herein by ....., he being duly authorised thereto by resolution of the board, **OR ITS NOMINEE.**

(hereinafter referred to as the "**Seller**")

and

1.2 The **Purchaser(s)** as described in **Annexure "A"** attached hereto.

(hereinafter referred to as the "**Purchaser**", singular form and / or "**Purchasers**" plural form)

1.3 The **Purchaser(s)** and the **Seller** are hereinafter referred to collectively as the "**Parties**" and singularly as the "**Party**".

## 2. RECITAL

2.1 **WHEREAS** the **Seller** is the owner of the **Property** and / or authorised to give free unencumbered transfer of ownership to the **Purchaser**; and

2.2 **WHEREAS** the **Purchaser(s)** is/are desirous to acquire full right and title in and ownership of the **Property**; and

2.3 **WHEREAS** the **Purchaser(s)** acknowledge/s that the **Property** is yet to be constructed as part of the proposed **Development**, subject to certain conditions and approvals, as indicated in this **Agreement**; and

2.4 **WHEREAS** the **Development** is designated to constitute a **Sectional Title Scheme**; and

- 2.5 **WHEREAS** the **Seller** is yet to apply for and attain the necessary approvals for the proposed **Development**, and specifically the necessary approval sectional title plan (to be approved by the Surveyor General) and registration of such plan and the opening of a "Sectional Title Register" in respect of the **Development**; and
- 2.6 **WHEREAS** the **Purchaser** wishes to purchase the **Property** in the **Development** from the **Seller**, who wishes to sell the **Property** to the **Purchaser**, upon the terms and conditions as recorded below.

### 3. DEFINITIONS AND INTERPRETATION

- 3.1 In this **Agreement**, unless the context clearly indicates a contrary intention, the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:
- 3.1.1 "**Act**" – means the Sectional Titles Schemes Management Act, Act 8 of 2011, read with the relevant sections of the Sectional Titles Act, Act 95 of 1986, as well as the Regulations promulgated in terms of these Acts, as amended from time-to-time;
- 3.1.2 "**Architect**" – means the architect as appointed by the Seller in respect of the **Development**;
- 3.1.3 "**Agreement**" – means this 'Deed of Sale' (including the **Annexures**) and the words "**clause**" or "**clauses**" and "**Annexure**" or "**Annexures**" refer to clauses of and annexures to this **Agreement**, respectively;
- 3.1.4 "**Balance Amount**" – means the balance amount (constituting part of the **Purchase Price**), payable by the **Purchaser** in terms of clause 5 hereof, same which equals to the **Purchase Price**, less the **Deposit**, and as indicated in **Annexure "A"** hereto;
- 3.1.5 "**Body Corporate**" – the "**Cape View Body Corporate**", which shall be established in terms of the relevant provisions of the Act, and which shall, in addition to the Prescribed Management- and Conduct- Rules, as contained in Annexures 1 and 2, of the Sectional Titles Schemes Management Regulations, 2016, be governed by the Rules of the Body Corporate as compiled by the Developer and to be approved by the Community Schemes Ombud Services.

- 3.1.6 "Business Day" – means any day excluding a Saturday, Sunday or public holiday in the Republic of South Africa;
- 3.1.7 "Bond Originator" – means the **Seller's** appointed and nominated bond originator as indicated in **Annexure "A"** hereto;
- 3.1.8 "Completion Date" – means the date upon which the **Architect** certifies that the **Property** is practically complete and ready for beneficial occupation per clause 8.1 below;
- 3.1.9 "Conveyancer" – means Lindsay & Waters Attorneys (Contact person: Charmaine Lindsay; Email: [charms@lindsaywaters.com](mailto:charms@lindsaywaters.com) ; Contact Number 021 557 7278/083 309 2922);
- 3.1.10 "Conveyancer's Account" – means the trust account of the **Conveyancer**, as communicated to the **Purchaser** by the **Conveyancer**, at the opportune time, in order to reduce the risk of cyber-fraud taking place;
- 3.1.11 "CPA" – means the Consumer Protection Act, No. 68 of 2008, as amended;
- 3.1.12 "Deposit" – means the deposit amount, being 10 % of the Purchase Price of the Property, as indicated in **Annexure "A"** attached hereto, same which must be deposited into the **Conveyancer's Account**, as indicated in **Annexure "A"**, within 7 (seven) days after the **Purchaser** has signed the **Agreement**;
- 3.1.13 "Development" – means the (mixed use), housing development scheme, under the name and style of "**CAPE VIEW**", proposed in the **Draft Development Sectional Plan** and to be registered as a **Sectional Title Scheme**;
- 3.1.14 "Development Commencement Date" – means the date upon which the **Seller** is to commence with the construction of the **Development**, and as indicated in **Annexure "A"**, attached hereto;
- 3.1.15 "Draft Development Sectional Plan" – means the site plan of the proposed **Development** annexed hereto as **Annexure "C"**;

- 3.1.16 "**Estate Agent**" – means an estate agent registered as such in terms of the Property Practitioners Act, (Act No. 22 of 2019) to facilitate the sale of the **Property** and the term "Property Practitioner", shall have the same meaning;
- 3.1.17 "**Floor Plan**" – means the draft floor plans attached marked **Annexure "D"** as prepared on behalf of the **Seller** and, on approval of such plans by the surveyor general, such approved plan(s) of the **Property**;
- 3.1.18 "**Guarantee Due Date**" – means 21 (twenty-one) days from the date of fulfilment of the **Suspensive Conditions** contained in clause 6.1 (***Suspensive Conditions for the benefit of the Purchaser***), alternatively (if no loan is required) within 10 (ten) days from **Signature Date**;
- 3.1.19 "**Levy/ies**" – means the levy calculated in accordance with the **Participation Quota** attributable to each proposed **Unit** in the **Development**, as if the **Purchaser** was the registered owner of the **Property** and as if the **Body Corporate** had already been established, and as have been determined by the **Seller** and as referenced / estimated per **Annexure "A"** attached hereto;
- 3.1.20 "**Loan**" – means a loan to be obtained by the **Purchaser**, in terms of clause 6.1, from a bank or other financial institution which is equal to the **Loan Amount**,
- 3.1.21 "**Loan Amount**" – means the amount as indicated in **Annexure "A"** attached hereto;
- 3.1.22 "**Occupational Rental**" – means occupational rental payable in respect of the **Property** which is indicated in **Annexure "A"** attached hereto, per month;
- 3.1.23 "**Occupation Date**" – means the date on which occupation of the **Property** shall be given to the **Purchaser** or alternatively the date set out in the notice given by the **Seller**, as provided for in clause 9 below – being 30 (thirty) days after **Completion Date** or such earlier date elected by the **Purchaser**;

- 3.1.24        "**Practical Completion**" – means the day upon which the construction of the **Property** is considered practically complete, as contemplated in clause 8 below and certified as being ready for beneficial occupation by the **Architect**;
- 3.1.25        "**Participation Quota**" – means the participation quota allocated to the **Unit** in the **Floor Plans** and upon opening of the sectional title register, the registered **Floor Plans**;
- 3.1.26        "**Plans**" – means the draft plans, including but not limited to the **Floor Plan** and **Draft Development Sectional Plan**, prepared (by the **Architect**) on behalf of the **Seller**, a copy of which is available for inspection at the offices of the **Seller**;
- 3.1.27        "**Property**" – means the **Unit** in the **Scheme**;
- 3.1.28        "**Purchase Price**" – means the purchase price, payable by the **Purchaser** for the purchase of the **Property**, being an amount as indicated in **Annexure "A"** attached hereto;
- 3.1.29        "**Registration Date**" – means the date on which the **Property** is registered into the name of the **Purchaser**;
- 3.1.30        "**Rules**" – means the management and conduct rules imposed in terms of the **Act**;
- 3.1.31        "**Sectional Title Scheme**" – means a Sectional Title Scheme registered as such in accordance with the **Act**, and specifically for purposes of this **Agreement**, according to the **Plans** to be approved by the Surveyor-General;
- 3.1.32        "**Scheme**" – means the proposed Sectional Title Scheme, consisting of the buildings and common property, as indicated on the **Plans**, and to be developed on Erf 4470, Milnerton, situate at, 1 Shell Road, Milnerton, City of Cape Town, and to be known and registered as, "**CAPE VIEW S/S**";
- 3.1.33        "**Stabilization Levy**" – means the levy as described in clause 17.1.2, below.
- 3.1.34        "**STMA**" – means the Sectional Titles Schemes Management Act, Act 8 of 2011;



- 3.1.35 "**Specifications**" – means the specifications of products and finishes as indicated in **Annexure "E"** hereto;
- 3.1.36 "**Signature Date**" – means the date on which the last **Party** hereto signs this **Agreement**;
- 3.1.37 "**Suspensive Conditions**" – shall mean the suspensive condition contained in Clauses 6.1 and 6.2, below;
- 3.1.38 "**Unit**" – means the proposed Unit, consisting of the Section, plus any exclusive use area/s (if any) and an undivided share in and to the common property, proposed in the **Scheme**, indicated and described in **Annexure "A"** attached hereto;
- 3.2 Any reference in this **Agreement** to:
- 3.2.1 a "**calendar month**" shall be construed as a named month, i.e. January, February, March, April, May, June, July, August, September, October, November and December;
- 3.2.2 a "**clause**" is, subject to any contrary indication, construed as a reference to a clause of this **Agreement** or **Annexure**;
- 3.2.3 "**law**" is construed as any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of any government, local government, statutory or regulatory body or court, having the force of law;
- 3.2.4 a "**person**" is construed as a reference to any natural or juristic person, firm, company, corporation, government, state, agency or organ of a state, association, trust or partnership (whether or not having separate legal personality);
- 3.2.5 "**tax**" or "**taxes**" shall be construed so as to include any form of tax, levy, impost or other charge or withheld amount of a similar nature (including, without limitation, any penalty or interest payable in connection with any failure to pay or delay in paying any of the same).
- 3.3 In this **Agreement**, unless the context clearly indicates a contrary intention –
- 3.3.1 section and / or clause headings are for convenience only and are not to be used in its interpretation;

- 3.3.2 an expression which denotes –
- 3.3.2.1 any gender includes the other genders;
- 3.3.2.2 a natural person includes a juristic person and *vice versa*;
- 3.3.2.3 the singular includes the plural and *vice versa*;
- 3.3.3 a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- 3.3.4 where figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail;
- 3.3.5 when any number of days are prescribed, same shall be reckoned exclusively of the first and inclusively of the last, unless the last day is not a **Business Day**, in which case, the last day shall be the first **Business Day** thereafter;
- 3.3.6 where the day on or by which anything is to be done, is not a **Business Day**, it shall be done on or by the first **Business Day** thereafter;
- 3.3.7 if any provision is a definition (or under this heading "**Interpretation**" and / or any other heading in this **Agreement**) and is a substantive provision conferring rights or imposing obligations on any **Party**, notwithstanding that it is only in the definition (or such other clause), effect shall be given to it as if it were a substantive provision in the body of the **Agreement**;
- 3.3.8 the use of the word "**month**" shall mean a calendar month, and more specifically –
- 3.3.8.1 in reference to a number of months from a specific date, a calendar month commencing on that date or the same date of any subsequent month; and
- 3.3.8.2 in any other context, a month of the calendar, that is, one of the 12 (twelve) months of the calendar, and "**monthly**" has a corresponding meaning;
- 3.3.9 the use of the word "**year**" shall mean a period of 12 (twelve) consecutive months, and "**yearly**" refers to a year commencing on the date on which this **Agreement** comes into operation or any anniversary of that date;

- 3.3.10 the use of the word "**including**" followed by specific examples shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific examples;
- 3.3.11 a reference to any statutory enactment shall be construed as a reference to that enactment as at the **Signature Date** and as amended or substituted from time to time;
- 3.4 The expiration or termination of this **Agreement** shall not affect such of the provisions of this **Agreement** which expressly provide that they will operate after any such expiration or termination or which, of necessity, must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide therefore.
- 3.5 The terms of this **Agreement**, having been negotiated, shall not be interpreted against the **Party** who procured its preparation and drafting, nor shall exclusion clauses contained in this **Agreement** be construed against the **Party** relying on same.
- 3.6 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this **Agreement**.

#### 4. PURCHASE AND SALE

The **Seller** hereby sells to the **Purchaser** the **Property**, to be constructed in accordance with the **Plans** and **Specifications**, in return for payment of the **Purchase Price**.

#### 5. PURCHASE PRICE

The **Purchase Price** of the **Property** is payable as follows:

##### 5.1 **Deposit:**

- 5.1.1 The **Purchaser** will pay the **Deposit**, in cash, to the **Conveyancer**, within 7 (seven) days after the **Purchaser** has signed the **Agreement**.

- 5.1.2 The **Deposit** will, subject to the provisions of clause 5.1.3, below, be held by the **Conveyancer**, in trust, with a registered financial institution of the **Conveyancer's** choice, in an interest bearing account. The interest which accrues on the said investment, shall so accrue for the benefit of the **Purchaser**.
- 5.1.3 The **Purchaser**, acknowledges that the **Conveyancer**, will not be able to invest, any amount paid into trust with the **Conveyancer**, on the **Purchaser's** behalf, until such time as the **Purchaser** has complied with all the requirements of the Financial Intelligence Centre Act, Act 38 of 2001, and has signed the necessary investment mandate, instructing the **Conveyancer** to invest any such other amount, into an interest bearing savings account, in terms of Section 86(4) of the Legal Practice Act, Act 28 of 2014, both of which the **Purchaser** undertakes to do, as soon as reasonably practical in the circumstances.
- 5.2 **Balance Amount:**
- 5.2.1 The **Purchaser** must on / or before the **Guarantee Due Date** provide acceptable guarantees to the **Conveyancer**, which guarantees must: -
- 5.2.1.1 be provided by an acceptable bank and / or other financial institution on the terms and conditions acceptable to the **Seller** (or the **Conveyancer** on the **Seller's** behalf); and
- 5.2.1.2 guarantee the payment of the **Balance Amount** to the **Seller** and / or his nominee on the **Registration Date** and registration of a mortgage bond, if applicable.
- 5.3 The **Purchase Price** of the **Property** must be paid to the **Seller** on the **Registration Date**.
- 5.4 The **Seller's** appointed **Bond Originator** is hereby authorised by the **Purchaser** and furnished with the necessary authority to assist the **Purchaser** in applying for the required mortgage bond in respect of the **Loan Amount**. The **Purchaser** undertakes to provide all the required documentation and information to enable the application for the mortgaged loan to be obtained. This does not however relieve the **Purchaser** of his duty to do everything reasonably possible to obtain the mortgaged loan.

- 5.5 In the event of the Purchaser, lawfully terminating this Agreement, all monies paid to date on account by the **Purchaser**, in respect of the **Purchase Price** and costs, shall be refunded, by the **Bond Originator** and **Conveyancer**, as applicable, and thereupon, the **Parties** shall have no further claim against one another.

## 6. SUSPENSIVE CONDITIONS

### 6.1 **Suspensive Conditions** for the benefit of the **Purchaser**:

- 6.1.1 This **Agreement**, including all of the rights and obligations conferred on the **Parties** in terms hereof, is conditional on the fulfilment of the following **Suspensive Condition** within 21 (Twenty-One) **Days** of the **Signature Date**: -

The **Purchaser** obtaining approval for a loan facility with a bank / financial institution for the **Loan Amount** upon the security of a first mortgage bond to be registered over the **Property**.

- 6.1.2 In the event that the **Suspensive Condition** per clause 6.1.1, is not fulfilled within the prescribed time period, the **Agreement** will **not** lapse and become null and void, unless either one of the **Parties** gives written notice to the other **Party** to that effect, confirming that they are no longer prepared to await loan approval. Only once such notice is remitted, will the **Suspensive Condition** above considered not to be fulfilled and the **Agreement** will thereupon lapse and become null and void.

### 6.2 **Suspensive Conditions** for the benefit of the **Seller**: -

- 6.2.1 The **Agreement** is subject to and conditional upon the **Seller** establishing, in its sole and absolute discretion, whether the **Development** is going to be viable and profitable, by no later than the **Development Commencement Date**.

- 6.2.2 The **Seller** has the right and shall be entitled to, on or before the **Development Commencement Date**, (as stipulated in **Annexure "A"** of this Agreement), notify the **Purchaser**, in writing, of the extension of the said **Development Commencement Date**, by a maximum of another 60 (sixty) **Business Days**, in order to reach its decision as envisaged in clause 6.2.1, above.

6.3 If, subject to the provisions of clause 6.1.2, above, the **Suspensive Conditions**, as per clauses 6.1.1 and 6.2.1, above, are **not** fulfilled within the initial prescribed time limit, or the extension thereof, in terms of clause 6.2.2, above, this **Agreement** will automatically lapse in totality and it will have no further force and effect - in which event the **Seller** shall refund to the **Purchaser**, the **Deposit** paid and any other amounts paid on account of the **Purchase Price**, plus accrued interest on these amounts, if any.

## 7. DUTIES OF PURCHASER IN RESPECT OF THE SUSPENSIVE CONDITIONS

7.1 It is a material term of this **Agreement** that the **Purchaser** is obliged to, on the first **Business Day** after acceptance of the offer by the **Seller (Signature Date)**, apply for a loan equal to the **Loan Amount** and in this regard the **Seller's Bond Originator** is irrevocably authorised to make application at such banks, and / or other financial institutions, as is necessary in the circumstances, to apply for a **Loan** on behalf of the **Purchaser**.

7.2 The **Purchaser** undertakes to, on demand, supply all reasonably required information and documentation to the **Seller's Bond Originator**, or bank consultant, as may be necessary, in order to execute the **Suspensive Condition**.

7.3 The **Loan**, to be obtained by the **Purchaser**, for the **Loan Amount**, must be granted on the bank, and / or other financial institution's normal terms and conditions, for a loan of this nature, which apply to a person of the financial category, into which the **Purchaser**, falls.

7.4 The **Suspensive Condition** contained in clause 6.1 above, shall be deemed to have been fulfilled, on the date upon which the bank, and/or financial institution, issues a written loan quotation to the **Purchaser**, on the terms hereinabove stated.

## 8. PRACTICAL COMPLETION OF THE PROPERTY

8.1 Once the **Architect** certifies that the **Property** is practically complete and ready for beneficial occupation (i.e. the **Completion Date**), the **Seller** shall provide the **Purchaser**, with a 30 (thirty) day written notice confirming the **Completion Date** and the **Occupation Date**.

Purchasers  
Initial:

- 8.2 **Within 7 (seven) days of receipt of the written notice per clause 8.1, the Purchaser will be obliged to inspect the Property and provide the Seller with a single, comprehensive list of any and all defects to be remedied (i.e. "a snag list"), provided same does not change the fundamental scope of the Specifications and Plans in respect of the Property.**
- 8.3 The **Seller** shall endeavour to have the outstanding issues contemplated in clause 8.2, completed, as soon as practically possible, to the reasonable satisfaction of the **Purchaser**.
- 8.4 The **Seller** shall not be liable to attend to any other or further remedial work after completion of the necessary work detailed in the **snag list**. In addition, the **Seller** shall not be obligated to repair any damage, fault or defect which is the result of the **Purchaser's** actions or omissions or those of his visitors, co-inhabitants or any other person present at the **Property** other than employees and agents of the **Seller**.
- 8.5 The **Seller** shall not be obligated to repair any hairline settlement cracks which may occur, it being recorded that settlement is an inevitable part of the construction process.
- 8.6 Lastly, the **Seller** shall not be obligated to repair any damage, fault or defect arising from the **Purchaser's** failure to adequately maintain the **Property** or which results from wear and tear due to the occupation of the **Property** .
- 8.7 In the event that the **Purchaser** fails to inspect the **Property** within 7 (seven) days as prescribed in clause 8.2 hereof, the **Purchaser** automatically consents that the **Property** may be inspected by the **Architect** and the said **Architect** may complete the snag list on behalf of the **Purchaser** and provide such list to the **Seller** for remedial work to be carried out. This condition contained herein shall be applicable to the **Seller** and **Purchaser** as if the **Purchaser** has completed the snag list in person.
- 8.8 **Once the Seller confirmed the remedial work to have been completed, the Purchaser shall within 3 (three) days of such notification by the Seller, provide the Seller with notice confirming his satisfaction with the remedial work performed (i.e. a "Happy Letter").**

Purchasers  
Initial:

8.9 **The Purchaser shall not be entitled or allowed to take occupation of the Property, until a written confirmation (a "Happy Letter") is signed by the Purchaser, confirming that the aforementioned snag list have been attended to and that he is satisfied with the over-all appearance and standard of the Property.**

8.10 Without derogating from the Standard Home Builders' Warranty as prescribed by the NHBC, (pertaining to structural defects), the **Purchaser** shall have no claim against the **Seller** for any defects in the **Property**, whether such defects are latent or patent.

8.11 Should there be any dispute between the **Parties** as to any item or the standard of workmanship and / or whether the **Property** is completed for beneficial occupation, such dispute(s) shall be referred to the **Architect**, whose decision shall be final and binding on the **Parties**.

## 9. OCCUPATION

9.1 **Subject to the Purchase Price having been fully paid, or guarantee(s) being furnished in terms of 5.2.1 hereof, and further provided that any other amounts due by the Purchaser in terms of this Agreement have been paid or secured, occupation of the Property shall be given to and taken by the Purchaser on the 30<sup>th</sup> (thirtieth) day following the written notice issued by the Seller to the Purchaser per clause 8.1 above (i.e. 30 days after Completion Date), and provided occupation certificates are issued by the relevant local authority in respect of the Property.**

Purchasers  
Initial:

9.2 The **Seller** shall make every effort to ensure that the **Property** is ready for occupation within the 30 (thirty) day period referenced in clause 9.1 above, **however, the Seller does not warrant that the Property will be ready for occupation on the said date (refer clause 8.9 above).**

9.3 **In the event of the date of occupation preceding the date of transfer, the Purchaser shall become liable to pay Occupational Rental as well as consumption charges and Levies (refer Annexure "A"), payable monthly in advance on or before the 7<sup>th</sup> (seventh) day of each month to the Seller.**

Purchasers  
Initial:



- 9.4 Regardless the provisions of clause 9.2 and / or whether the remedial work have been completed per clause 8.8, and or whether the Purchaser took physical occupation of the Property, the Purchaser will, notwithstanding, be deemed to have taken occupation of the Property on the Occupation Date referenced in the Seller's notice remitted per clause 8.1 above, and accordingly the Purchaser will become liable to pay the Occupational Rental and Levies, consumption deposits (refer Annexure "A") and consumption charges as stipulated in this clause as from the Occupation Date.
- 9.5 Notwithstanding the provisions of clause 9.3, the **Purchaser** shall not be liable for the payment of **Occupational Rental**, until the date of issuing of the occupation certificate by the local authority.
- 9.6 It is recorded that the **Purchaser** is aware that on the **Occupation Date**, the buildings may be incomplete and that the **Purchaser** must necessarily suffer inconvenience from the construction of such external works and from noise and dust resulting therefrom. The **Purchaser** acknowledges that the **Seller** shall construct and complete the **Development** in phases The **Purchaser** shall not be entitled to cancel this **Agreement** nor have any claim whatsoever against the **Seller** by reason of any of the afore going.
- 9.7 Until such time as the **Property** is transferred to the **Purchaser** and the **Purchaser** becomes a member of the **Body Corporate**, the **Purchaser** shall comply with all the **Rules** and regulations as prescribed by the **Seller** (prior to the **Body Corporate** being established – refer clause 16.4 below) or **Body Corporate** once established, whatever form they may take as if he was the registered owner of the **Property**.
- 9.8 The **Purchaser** shall do nothing to cause the **Seller** to be in breach of its obligations in terms of the **Rules** and regulations or any other obligations which the **Seller** may have to the owners of other units or to the **Body Corporate**.

## 10. UNDERTAKINGS BY THE SELLER

- 10.1 The **Property** is sold subject to the conditions, reservations and servitudes contained in the title deed and the sectional title register, and such conditions of sectional title as may be imposed by the **Seller**, the local authority or any other authority.
- 10.2 The **Seller** shall not under any circumstances whatsoever be liable for any damages (direct, indirect, punitive or consequential) suffered by the **Purchaser** as a consequence of the defects or leaks provided for herein above.
- 10.3 The **Seller** shall not under any circumstances be liable to any party for any defect, latent or patent, in the **Property** or the common property of which the **Seller** is not advised as specified within the time periods stipulated in this **Agreement**.
- 10.4 The **Purchaser** shall not be entitled to claim cancellation of this **Agreement** or any reduction in the **Purchase Price** by reason of any minor variations between the **Plans** as finally registered or any alteration to the number, size or location of the **Unit**.

## 11. RISK AND OWNERSHIP

- 11.1 From the **Registration Date** all benefits and risks of ownership of the **Property** shall pass from the **Seller** to the **Purchaser**.
- 11.2 However, from the **Occupation Date**, the **Purchaser** shall carry all liabilities associated with the **Property**, including **Occupational Rent**, **Levies** and the cost of all municipal services related to the **Property**.

## 12. GUARANTEES AND WARRANTIES BY THE SELLER:

- 12.1 The **Seller** furnishes a '*Warranty of Quality*' in respect of the **Property**, including both latent and patent defects, as set out in Section 56 of the Consumer Protection Act, Act 68 of 2008, and warrants that the **Property** shall be:
- 12.1.1 Reasonably suitable for the purpose for which it is generally intended;
- 12.1.2 Of good quality, in good working order, and free of any defect;
- 12.1.3 Usable and durable for a reasonable period of time, having regard to the use to which it will be legally put and to all the surrounding circumstances of the supply;

- 12.1.4 Compliant with any applicable standards of the SABS, set out under the Standards Act, Act 8 of 2008, or any other public regulation.
- 12.2 The aforementioned warranty shall be applicable for a period of 6 (six) months from the **Completion Date**.
- 12.3 The **Seller** will also furnish to the **Purchaser** the *Standard Home Builders' Warranty prescribed by the National Home Builders Regulation Council in their SHBW010396 Form*, which applies to the substructure, superstructure and roof structure.
- 12.4 The **Purchaser** confirms that neither the **Seller**, nor anyone on his/her/its behalf have provided any warranties or given any guarantees in respect of any aspects relating to the quality of the **Property** and which is not contained in this **Agreement**.
- 12.5 In the event of a dispute as to whether the **Seller** is obliged to remedy any fault or defect, or whether any fault of defect has been attended to, a certificate issued by the architect, in which he expresses his opinion to this end, shall be final and binding on both Parties.

### 13. TRANSFER AND COSTS

- 13.1 **The Purchaser acknowledge that transfer of the Property can only be affected once the Seller secured the registration of the sectional title plan and the opening of the sectional title register in respect of the Development, and upon fulfilment by the Purchaser of all his/her/its obligations in terms of this Agreement.**
- 13.2 The **Seller** shall be responsible for all costs of transfer of the **Property** into the name of the **Purchaser**, and the costs of preparing this **Agreement**, subject to the following conditions: -
- 13.2.1 The registration of transfer of the **Property** shall be affected by the **Conveyancer**.
- 13.2.2 The **Conveyancer** must attend to the registration of the bond.
- 13.3 The **Purchaser** will be responsible for any cost in respect of the registration of a bond (if applicable).

Purchasers  
Initial:

- 13.4 The **Parties** undertake to pay such costs (per clauses 13.2 and 13.3) immediately after being called upon to do so by the **Conveyancer**.
- 13.5 The **Purchaser** shall immediately on demand, sign all transfer and bond documentation required to give effect to this **Agreement** when requested to do so by the **Conveyancer**.
- 13.6 The **Purchaser** shall not, due to any delay in the transfer of the **Property** to him, due to any cause whatsoever, be entitled to cancel this **Agreement** or to refrain from paying and / or suspend payment of any amount payable by him in terms of this **Agreement** or to claim from the **Seller** any damages or compensation or any remission of rental.
- 13.7 The sale and transfer envisaged herein is not subject to transfer duty and no transfer duty will be payable. The **Purchaser** irrevocably authorises the **Conveyancer** to sign declarations to the Commissioner of the South Africa Revenue Services for purposes of obtaining a Transfer Duty exemption certificate. Value Added Tax, as included in the Purchase Price, will therefore apply.

#### 14. SECTIONAL PLAN

- 14.1 The **Purchaser** acknowledges that the sectional plan has not yet been approved and hereby agrees that the exact boundaries forming a part of the **Property** shall be those shown on the final approved sectional plan. **The Seller warrants that, subject to 14.3 below, the boundaries will be substantially in accordance with those set out in the Plans hereto, and that 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.**
- 14.2 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 the **Property**, or any unit or units or any increases in their number. The **Seller** undertakes that any alteration will be made only after due consultation with the relevant local authority.

Purchasers  
Initial:

14.3 **The Purchaser undertakes to accept transfer of the Property as defined and renumbered in the sectional plan approved by the municipality and the surveyor-general and in particular if:**

14.3.1 **the boundaries or the area of the Unit or any other Unit or building differs in minor respects from the boundaries or areas shown on the Draft Sectional Development Plan annexed hereto; and / or**

14.3.2 **the number of the Unit being altered or the undivided share in the common property attaching to the Unit is altered; and / or**

14.3.3 **the exclusive use area (if applicable) adjoining the Unit is altered.**

Purchasers  
Initial:

14.4 The **Purchaser** acknowledges that the property description on the approved sectional plan may differ from the description in this **Agreement**.

14.5 The **Seller** shall in its sole and absolute discretion be entitled, but not obliged, to vary any of the **Plans, Floor Plans** and/or **Specifications** in respect of the **Property** or the **Unit**, provided that the area of the **Unit** shall not be varied 5% (five percent) more than anticipated in the original **Plans**, and provided further that the **Purchase Price** shall not be affected by such variation if the area of the **Unit** is varied by no more than 5% (five percent) as anticipated in the original **Plans**.

## 15. OPENING OF SECTIONAL TITLE REGISTER

15.1 The **Parties** record that it is not possible for the **Seller** to pass transfer of the **Property**, until such time as the **Scheme** is approved and the sectional title register is opened in terms of the **Act**.

15.2 The **Seller** undertakes to, at its own expense, take such steps as may be reasonably necessary to obtain approval of the **Scheme** and the opening of the sectional title register, as soon as is reasonable and practicably possible after **Occupation Date**.

## 16. SELLER'S RIGHTS

16.1 The **Parties** agree that pending establishment of the body corporate, the **Seller** shall be entitled to:

16.1.1 make conduct **Rules** (refer 16.4 below) for use and enjoyment of the common property; and

- 16.1.2 enter the **Unit** at all reasonable times or to authorise its agents or workmen so to enter, to inspect the same or to carry out repairs; and
- 16.1.3 to exercise all rights and powers which a body corporate would be entitled to exercise in terms of the **Act** in respect of the building, the land and the owners and / or occupants of the **Unit**.
- 16.2 Due to the timelines proposed for the **Development**, it is possible that the specified materials or equipment listed in the **Specifications** will not be easily available at the time the **Development** is realised. Accordingly, the **Seller** shall be entitled to substitute the unavailable materials or equipment, without reference or consultation to the **Purchaser**, with replacement materials or equipment of equal or better quality, provided the replacement materials or equipment are of equal or better quality.
- 16.3 The **Purchaser** hereby appoints the **Seller's** nominee irrevocably (*in rem suam*) and with the power of substitution, to be its lawful agent and attorney:
- 16.3.1 to vote in favour of a resolution of the body corporate to amend the **Rules** as may be required:
- 16.3.1.1 by any bondholder for the grant of its consent to the opening of the sectional title register; and / or
- 16.3.1.2 by the local authority and / or administrator and / or by a mortgagee prior to the grant of a sectional mortgagee bond over a **Property** in the **Scheme**; and / or
- 16.3.1.3 reasonably by the **Seller** for the proper and efficient management and control of the **Scheme**.
- 16.3.2 to sign all documents necessary or required to comply with the **Purchaser's** obligations in terms of this **Agreement**.

The **Seller** will have the right to erect and complete from time to time a further building or buildings on the common property, as indicated on the **Plans** referred to in Section 25(2)(a) of the **Act**, and to divide such building or buildings into a section or sections and common property, and to confer the right of exclusive use over portion of such common property upon the owner or owners of one or more units in the **Scheme**.

#### 16.4 Rules:

- 16.4.1 It is required that the owners of proposed **Units** in the **Development** to conduct themselves with consideration for the rights of other owners and the **Body Corporate** itself and provides for the creation of body corporate rules to ensure this. The rules also deal with procedural issues in the running of the body corporate / the development.
- 16.4.2 The Body Corporate Management and Conduct rules prescribed in section 10 of the **STSM**, as amended by the **Seller** prior to the establishment of the **Body Corporate**, shall apply to the **Development**.
- 16.4.3 These **Rules** are therefore for the benefit of all the persons who will own units in the **Development** or live in the development.
- 16.4.4 The **Purchaser** undertakes to comply with these rules and to ensure that any resident/s of his unit also comply therewith.

#### 17. LEVIES AND CONSUMPTION CHARGES

- 17.1 The **Purchaser** acknowledges that the Body Corporate can only be established once the first transfer of a unit in the **Development** has been registered. **Accordingly, the Seller shall bear the rights, duties and obligations of the Body Corporate until the date of the establishment of the Body Corporate bear the rights and obligations of the body corporate.** Accordingly, the following will find application, until such point in time: -

Purchasers  
Initial:

##### 17.1.1 Levies:

- 17.1.1.1 From the **Occupation Date** the **Purchaser** shall be liable for the **Levy** calculated in accordance with the **Participation Quota** attributable to each unit in the **Development**, as if the **Purchaser** was the registered owner of the **Property** and, as if the Body corporate had already been established.

- 17.1.1.2 **As no Levy will by then have been formally determined by the Body Corporate, the Levy shall be deemed to be the amount determined by the Seller and as referenced / estimated per Annexure "A" attached hereto.**

Purchasers  
Initial:

17.1.1.3 **Such Levy shall be paid monthly in advance on or before the 7<sup>th</sup> (seventh) day of each month to the Seller:** Provided that if the **Completion Date** falls on any day other than the first day of a calendar month, the **Purchaser** shall be obliged to pay a proportionate share of the levy due for the calendar month in which the **Completion Date** occurs.

17.1.1.4 Such levy shall be paid to the **Seller** until registration of transfer and thereafter to the Body Corporate of the **Scheme**.

#### 17.1.2 **Stabilization Levy**

The Purchaser acknowledges that a condition will be included in the **Rules** of the **Body Corporate**, in terms of which the Purchaser will be required to pay a **Stabilization Levy**, in the amount of R 10 000,00 (ten thousand Rand) to the **Body Corporate**, on registration of the **Property** in the name of the **Purchaser** and accepts liability for the payment of this amount.

#### 17.1.3 **Water- and Electricity Consumption Charges:**

17.1.3.1 It is recorded that the **Seller** has paid consumption deposits, for the supply of water and electricity, in respect of the **Development**, to the local authority. These deposits have been paid on behalf of the Body Corporate, and will be ceded to the Body Corporate at the inaugural general meeting thereof. As such, the said consumption deposits will be recoverable from the said Body Corporate by the **Seller**.

17.1.3.2 Accordingly, the **Purchaser**, as future owner of the **Property**, and as member of the Body Corporate, hereby accepts liability for and undertakes to pay the consumption deposits (as indicated in **Annexure "A"** hereto) to the **Conveyancers**, on the **Occupation Date**.

## 18. **NO REPRESENTATIONS**

The **Purchaser** acknowledges that he/she/it was not persuaded to enter into this **Agreement** by any representations made by or on behalf of the **Seller**, other than those contained in this **Agreement**.



## 19. BREACH OF CONTRACT

- 19.1 Should a **Party** (the "**Defaulting Party**") fail to comply with any term or condition of this **Agreement**, the other **Party** (the "**Aggrieved Party**") will be entitled to notify the **Defaulting Party** in writing thereof to amend/rectify such default and if the **Defaulting Party** fails to amend/rectify the said default within 7 (seven) days after receipt of such notice, the **Aggrieved Party** will be entitled to, without any further notice and without prejudice of his other rights to either: -
- cancel this **Agreement** and to claim damages from the **Defaulting Party**, or, alternatively;
  - claim immediate specific performance by the **Defaulting Party**, of all its duties/obligations, and/or payment of all the **Defaulting Party's** outstanding obligations, in terms of this **Agreement**.
- 19.2 In case of cancellation of this **Agreement**, the **Purchaser** will be liable to evacuate the **Property** (if the **Purchaser** already occupied the **Property**) and the **Seller** will be entitled to keep all amounts paid in respect of this **Agreement** as advanced calculated liquidated damages claimed or in the alternative to keep such amounts until the **Seller's** damages has been calculated and the mentioned amounts and his calculated damages is brought into debt calculation.
- 19.3 Should the **Defaulting Party**, be the **Purchaser**, and should the **Purchaser** dispute the **Seller's** right to cancel and remain in occupation of the **Property**, after the date of cancellation, the **Purchaser** shall continue to pay the occupational rental, the municipal charges, the levy, and any other amounts, as if the **Agreement** had not been cancelled. The **Seller** shall be entitled to claim and accept payment of such amounts, without prejudice to the **Seller's** claim for cancellation.
- 19.4 Should any **Party** incur any legal costs in enforcing its rights in terms of this **Agreement**, the **Defaulting Party** shall be liable to pay such costs on a scale as between attorney and own client.

## 20. DIRECT MARKETING AND COOLING OFF

- 20.1 The **Purchase Price** of the **Property** exceeds R250 000.00 (Two Hundred and Fifty Thousand Rand), therefore, Section 29A of the Alienation of Land Act, No. 68 of 1981, as amended, does not apply, to this transaction;

20.2 If this transaction has resulted from direct marketing, the Purchaser has the right, in terms of section 16 of the Consumer Protection Act, Act 68 of 2008, (the **CPA**), to cancel this **Agreement** by written notice to the **Seller**, without reason or penalty - such notice to be given within 5 (five) **Business Days**, after the **Agreement** was concluded.

## 21. CPA COMPLIANCE

The **Parties** expressly warrant that they have familiarized themselves with the applicable provisions of the **CPA** and further undertake to comply with the **CPA** insofar as it is found to apply to this **Agreement**.

## 22. CONTINUED MARKETING

22.1 In the event that this **Agreement** is subject to the **Purchaser** requiring mortgage loan finance (as contemplated in clause 6.1 above) then: -

22.1.1 The **Purchaser** acknowledges that the **Seller** shall be entitled to continue to market the **Property**, either through the **Estate Agent**, or on its own, and accept other offers, in respect of the **Property**.

22.1.2 The **Seller** shall be obliged to proceed with the first offer where all the suspensive conditions are fulfilled, and where written confirmation is received by the **Conveyancer** in this regard. All other accepted offers will thus be terminated and the **Parties** reciprocally and irrevocably acknowledge that they shall have no further claims against one another arising out of these **Agreements**.

## 23. RESALES

23.1 Until such time as the Seller has sold all the Properties (units) in the Development, the Purchaser is not allowed to sell, or in any way dispose of the Property, purchased in terms of this Agreement, without the prior written consent of the Seller, first being had and obtained;

23.2 The Purchaser shall ensure and warrants that any subsequent agreement, relating to the sale, alienation, or disposal of the Property, shall contain the preceding clause.

- 23.3 If such a resale does take place, the Purchaser shall ensure that his guarantees (or finances) shall remain in place and available, at all times, and the Purchaser shall be obliged to take transfer of the Property. The Purchaser shall therefore not be entitled to pass transfer of the Property, to the subsequent purchaser, at the same time that he takes transfer of the Unit.

#### **24. COMPLIANCE CERTIFICATE**

The Seller undertakes to, at its own cost arrange for the supply of the following certificates to the Conveyancer, prior to registration of transfer of the Property to the Purchaser: -

- an electrical compliance certificate;
- a gas installation certificate (if the Unit contains a gas installation or appliances; and
- a certificate of compliance as contemplated in the City of Cape Town's Water By- Law, 2010 (if applicable).

#### **25. MANAGING AGENT**

- 25.1 The Seller may appoint or delegate any, or all its powers and duties in the management of the Development, to a managing agent, for a maximum of 1 (one) year from the date of the opening of the Sectional Title Register. This managing shall be entitled to exercise all such powers as the Seller may determine. The appointment and delegations, in terms of this clause, shall be binding on the body corporate, once it is formed for the term of such appointment.
- 25.2 Nothing in clause 25.1, shall however be interpreted to relive the Seller of any of its obligations, to the Purchaser, as set out in this Agreement.

#### **26. JURISDICTION AND LEGAL COSTS**

- 26.1 The parties hereby consent to the jurisdiction of the Magistrates' District or Regional Court having jurisdiction in terms of Section 28 (1) of the Magistrates' Court Act 1944 (Act No. 32 of 1944), even if this court does not usually have jurisdiction to hear the matter. The purpose of this paragraph is to allow the parties disputes to be heard in the Magistrate's Court with quicker proceedings and lower costs, rather than the High Court.

- 26.2 Notwithstanding what has been stated in the clause above, either party shall be entitled to institute any action against the other arising out of this agreement in any court having jurisdiction and such party shall not be prejudiced in any costs order as a result of their choice of court.
- 26.3 The party who is successful with their claim or their defence shall be entitled to recover from the other all legal costs incurred by them in the legal proceedings on a scale as between attorney and own client.

## 27. FIDILITY FUND CERTIFICATES AND COMMISSION

- 27.1 The Property Practitioner(s) / Candidate Property Practitioner ..... (name/s) who prepared this Agreement, warrant/s that he/she/they are in possession of valid Fidelity Fund Certificate/s and is/are registered with the Property Practitioner Regulatory Authority. In the event that this agreement was prepared by a Candidate Property Practitioner, he/she warrants that he/she she did so with the assistance of a qualified Property Practitioner, namely: .....
- 27.2 Commission, considered as earned and be in the amount agreed, shall be payable to the Property Practitioner by the Seller only on registration of transfer of the Property to the Purchaser in the amount agreed.

## 28. THE PROTECTION OF PERSONAL INFORMATION ACT, ACT 4 OF 2013

**The Seller and the Purchaser/s hereby give consent to the contractor, the Property Practitioner, the Bond Originator and Conveyancer who will register the transfer of the property, to process their information for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act, Act 4 of 2013.**

## 29. MISCELLANEOUS

### 29.1 *Domicilium*

- 29.1.1 The **Parties** hereby select as their respective *domicilium citandi et executandi* ("*domicilium*") for purposes of service of any formal notices in terms of this **Agreement**, or for purposes of legal process, the **e-mail addresses**, in respect of the **Seller**, as set out in clause 1 above, and in respect of the **Purchaser**, as set out in Annexure "A".

29.1.2 A **Party** may at any time change its *domicilium* by notice in writing, provided that the new *domicilium* is situated within the jurisdictional area where this **Agreement** was concluded and consists of, or includes, a physical address at which process can be served.

## 29.2 **Confidentiality and Publicity**

29.2.1 No **Party** shall publish to any third party the fact of or any information concerning the conclusion of this **Agreement** without the consent of the other, which consent shall not be unreasonably withheld.

29.2.2 The **Parties** shall however be entitled to make such publications which is required by Law or Regulation (if applicable).

## 29.3 **Good Faith**

29.3.1 The **Parties** agree that they enter into this **Agreement** on the basis of trust and record that they will observe good faith in contracting and dealing with each other and implementing the provisions hereof. This implies, inter alia, that:

29.3.1.1 the **Parties** will at all times during the currency of the **Agreement** act reasonably and in good faith; and

29.3.1.2 the **Parties** will perform their obligations arising from this **Agreement** diligently and with reasonable care.

## 29.4 **Waiver**

No waiver of any of the terms and conditions of this **Agreement** will be binding for any purpose unless expressed in writing and signed by the **Party** giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of any **Party** in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

## 29.5 **Severance**

If any provision of this **Agreement** is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## 29.6 **Survival of Rights, Duties and Obligations**

Termination of this **Agreement** for any cause shall not release a **Party** from any liability which at the time of termination has already accrued to such **Party** or which thereafter may accrue in respect of any act or omission prior to such termination.

## 29.7 **Costs**

Each of the **Parties** shall be liable to pay its own legal costs associated with the drafting, negotiating and finalising of this **Agreement**. Any other costs will be paid by the **Purchaser**.

## 29.8 **Counterparts**

This **Agreement** may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all of which shall constitute one and the same instrument.

## 29.9 **Whole Agreement and non-variation**

29.9.1 This is the whole **Agreement** between the **Parties**, who / which acknowledge that they have not been induced to enter into this **Agreement** by any representations or warranties, other than those set out or contained herein. No representations or warranties shall be of any force or effect, unless reduced to writing and contained herein.

29.9.2 No alteration, amendment, variation or consensual termination of this **Agreement** shall be of any force or effect, unless reduced to writing and signed by the **Parties** hereto.

[SIGNATURE PAGE FOLLOWS]

SIGNED at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

(Signature) \_\_\_\_\_

**(FULL NAMES)**

\_\_\_\_\_  
Duly authorised and to sign for and on  
behalf of / as the:

**Purchaser (1)**

SIGNED at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

(Signature) \_\_\_\_\_

**(FULL NAMES)**

\_\_\_\_\_  
Duly authorised and to sign for and on  
behalf of / as the:

**Purchaser (2)**

SIGNED at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

(Signature) \_\_\_\_\_

**(FULL NAMES)**

\_\_\_\_\_  
Duly authorised and to sign for and on  
behalf of / as the:

**Seller**

## ANNEXURE "A" – OFFER TO PURCHASE

(Sale of Immovable Land in terms of the Alienation of Land Act, Act 68 of 1981)

### Material Contract Terms

**Note** that all definitions and wording defined in the **Agreement** (to which this Material Contract Terms Form is annexed and marked **Annexure "A"**), will have the same meaning as defined in the **Agreement**, unless indicated to the contrary.

This **Annexure "A"** form part of the **Agreement** and must be duly completed.

Attach documentary evidence where requested or necessary. Additional information pertaining to the **Agreement** you wish to draw attention, should be provided in a separate document.

### DETAILS OF PURCHASER(S)

Full names of

Purchaser 1 (as Individual) : \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Identity Number: \_\_\_\_\_

SARS income tax

registration number: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Marital status:           Out of Community of Property   \_\_\_\_\_

In Community of Property           \_\_\_\_\_

Married according to South African Law:       YES / NO

Married according to Foreign Law: \_\_\_\_\_

**Note: Indicate if Purchaser is a Company / Close Corporation / Trust / Association / Partnership and provide details of authorised representative and mandate / authority or power of attorney to bind the Juristic Person to the terms of this Agreement:**

Name of Juristic Person as Purchaser: \_\_\_\_\_

Registration Number: \_\_\_\_\_

SARS income tax: \_\_\_\_\_

Registration number: \_\_\_\_\_



Physical Address: _____	
Email address: _____	
Telephone Number: _____	
Authorised Representative (if applicable) _____	
Identity Number of Authorised Representative: _____	
<b>IF PURCHASER 1 IS AN INDIVIDUAL MARRIED IN COMMUNITY OF PROPERTY – DETAILS OF SPOUSE</b>	
Full names of Spouse: _____	
Date of Birth: _____	
Identity Number: _____	
SARS income tax _____	
registration number: _____	
Email address: _____	
Telephone Number: _____	
<b>PLEASE COMPLETE THE FOLLOWING SECTIONS WHERE APPLICABLE:</b>	
Sections to be completed by parties	Mark Complete
<b>Section A – Property Description</b>	
<b>Section B – Purchase Price, Deposits, Balance Amounts and Loans</b>	
<b>Section C – Development Commencement Date</b>	
<b>Section D – Occupational Rent and Occupation Date</b>	
<b>Section E – Consumption Charges and Levies</b>	
<b>Section F – Conveyancer's Trust Account Details</b>	
<b>SECTION A Property Description</b>	
Indicate Number of <b>Properties</b> :	
Property Description:	The proposed Unit No. _____ with identifying door number _____; Block _____, in extent approximately _____ m <sup>2</sup> , with

	proposed exclusive use area _____, and parking bay(s) _____; as indicated on the <b>Draft Development/Sectional Plan</b> in the proposed <b>Scheme</b> , consisting of the buildings and common property, to be developed on Erf 4470, Milnerton, situate at 1 Shell Road, City of Cape Town, Western Cape Province, to be known as <b>CAPE VIEW (S/S)</b> , together with the exclusive use areas as also indicated on the <b>Plans</b> (if any).
<b>SECTION B</b>	
Purchase Price, Deposits, Balance Amounts and Loans	
Total <b>Purchase Price</b> :	R _____ (Including VAT)
<b>Deposit</b> Amount: (10 %)	R ..... (.....Rand)
<b>Loan</b> Amount:	R _____
<b>Balance Amount</b> (i.e. <b>Purchase Price</b> less the <b>Deposit</b> )	R _____
<b>SECTION C</b>	
Development Commencement Date and Bond Originator	
The proposed <b>Development Commencement Date</b> (i.e. date upon which the <b>Seller</b> anticipate the construction of the <b>Development</b> to commence)	<b>May 2024</b>
Seller's <b>Bond Originator</b>	OOBA Home Loans: - Contact Person: Gayle Moragemos. Cellular No. 083 657 9414 E-mail: <a href="mailto:gayle.moragemos@ooba.co.za">gayle.moragemos@ooba.co.za</a>

<b>SECTION D</b>	
Occupational Rent and Occupation Date	
<b>Occupation Date</b> (should it not be the same as <b>Registration Date</b> )	Thirty (30) days after the <b>Completion Date</b> or such date prior thereto elected by the <b>Purchaser</b> .
Monthly <b>Occupational Rent</b> Amount:	<ul style="list-style-type: none"> <li>• ... Bed, ... Bath: approx. ... m<sup>2</sup>: R .....</li> <li>• ... Bed, ... Bath: approx. ... m<sup>2</sup>: R .....</li> <li>• ... Bed, ... Bath: approx. ... m<sup>2</sup>: R .....</li> <li>• ... Bed, ... Bath: approx. ... m<sup>2</sup>: R .....</li> </ul>
<b>SECTION E</b>	
Consumption Charges and Levies	
<p>With reference to clause 17, the <b>Purchaser</b> acknowledges that the body corporate can only be established once the first transfer of a unit in the <b>Development</b> has been registered. <b><u>Accordingly, the Seller shall bear the rights, duties and obligations of the body corporate until the date of the establishment of the body corporate bear the rights and obligations of the body corporate.</u></b></p> <p>Accordingly, the <b>Seller</b> will be entitled to determine the <b>Levy</b> amounts and consumption charges due and payable by the <b>Purchaser</b> on a monthly basis, same which is set, as at <b>Signature Date</b> to be as follows (and may be altered by the <b>Seller</b> upon written notification to the <b>Purchaser</b> from time to time).</p>	
Monthly Levies (determined as per clause 17.1.1.2)	<ul style="list-style-type: none"> <li>• ... Bed,... Bath: approx. ... m<sup>2</sup>: R .....</li> <li>• ... Bed,... Bath: approx. ... m<sup>2</sup>: R .....</li> <li>• ... Bed,... Bath: approx. ... m<sup>2</sup>: R .....</li> <li>• ... Bed,... Bath: approx. ... m<sup>2</sup>: R .....</li> </ul>
Consumption Deposits	Water: R ..... Electricity: R .....
<b>SECTION F</b>	
<b>Conveyancer</b>	
Conveyancer	Lindsay & Waters Attorneys, 15 Raats Drive, Parklands, City of Cape Town, 7441 (Contact person: Charmaine Lindsay; Email: <a href="mailto:charms@lindsaywaters.com">charms@lindsaywaters.com</a> . Contact Number 021 557 7278/083 309 2922)

Trust Account Details	<b>NB: Banking details for all payments in terms of this Agreement, will be provided to the Purchaser/s, by the Conveyancers, at the opportune time, in order to reduce the risk of cyber-fraud taking place.</b>
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**[ANNEXURE “B” FOLLOWS]**

## **ANNEXURE "B"**

### **PRICING SCHEDULE**

**ANNEXURE "C"**

**DRAFT DEVELOPMENT SECTIONAL PLAN**

## **ANNEXURE "D"**

### **FLOOR PLAN**

## **ANNEXURE "E"**

### **SPECIFICATIONS**