

# AGREEMENT OF SALE

Entered into between

**D AND S INVESTMENTS (PTY) LTD**

Registration Number: 2014 /178744/07

NHBRC Number: 3000 142 756

of

C/o Schindlers Attorneys, 2<sup>nd</sup> Floor, 3 Melrose Boulevard Melrose Arch Johannesburg

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

and

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of:

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(Physical address only)

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

(jointly hereinafter referred to as the "**Parties**")

**1. DEFINITIONS AND INTERPRETATION**

- 1.1.1 **"Act"** means the Sectional Titles Act 95 of 1986 and regulations, as amended;
- 1.1.2 **"Agents"** means Realty Footprint Africa CC, trading as Seeff, with registration number \_\_\_\_\_;
- 1.1.3 **"Agreement"** means this agreement of sale and the annexures hereto;
- 1.1.4 **"Architect"** means \_\_\_\_\_;
- 1.1.5 **"Body Corporate, Common Property, Participation Quota, Section, Sectional Title Plan (STP), Sectional Title Register (STR) and Unit"** shall have the meaning assigned by the Sectional Titles Act, unless the context dictates otherwise.
- 1.1.6 **"Contractor"** means \_\_\_\_\_, Registration No. \_\_\_\_\_ represented herein by \_\_\_\_\_, who by his signature hereto warrants that he is duly authorised;
- 1.1.7 **"Managing Agent"** means Lumic Property Consultants (Pty) Ltd, or any other company appointed by the Seller or the Body Corporate to manage the affairs of the Scheme;
- 1.1.8 **"Mortgage Bond Originator"** means Ooba;
- 1.1.9 **"Property"** means a proposed unit consisting of section number \_\_\_\_\_, being approximately \_\_\_\_\_ square metres in extent, together with its undivided share in the Common Property and the exclusive use and enjoyment of Parking Bay P \_\_\_\_\_, Garden Area \_\_\_\_\_ and Storage Room \_\_\_\_\_, as depicted on the Plan, the Floor Level Plan annexed hereto as Annexure "B" and as shall be more fully set out on the Sectional Title Plan once approved, to be erected on The Remaining Extent of Erf 456 Eastleigh (in the case of Phase 1) and Portion 5 of Erf 456 Eastleigh (in the case of Phase 2);
- 1.1.10 **"Rules"** means the conduct rules and amendments to the Management rules imposed by the Seller upon opening of the Sectional Title Register annexed here as Annexure "I".
- 1.1.11 **"Standard Specification and Schedule of Finishes"** means the specifications and finishes schedules, annexed hereto as Annexure "D";
- 1.1.12 **"Scheme"** means the sectional title development to be known as 38 on High;
- 1.1.13 **"Plan"** means the plan of the section to be erected as depicted on the Site Plan and Site Layout Plan Annexed hereto as Annexure "A1" and "A2", the Section Layout plan annexed hereto as Annexure "C" and the Common Property Layout annexed hereto as Annexure "H".
- 1.1.14 **"Seller's Attorneys"** means Schindlers Attorneys, 2nd Floor, 3 Melrose Boulevard, Melrose Arch, Johannesburg, email: [vanrensburg@schindlers.co.za](mailto:vanrensburg@schindlers.co.za);
- 1.1.15 **"Seller's Attorneys Bank Account"** means Schindlers Attorneys, Nedbank Hyde Park 197205, Account Number 1972 124 803;

**2. PURCHASE AND SALE**

- 2.1 The Seller hereby sells to the Purchaser, who purchases the Property indicated on the Plan for the Purchase Price on the terms and conditions as set out in this Agreement.
- 2.2 The Property is sold subject to the conditions and servitudes mentioned or referred to in the current and/or prior title deeds of the Property and to such sectional conditions as are imposed by the Seller and local authority, *voetstoots* subject to clause 12 below.

**3. PAYMENT**

- 3.1 The Purchase Price is the sum of R\_\_\_\_\_ inclusive of VAT
- 3.2 The Purchaser shall pay a deposit in the sum of R\_\_\_\_\_ to the Seller's Attorneys Bank Account immediately upon acceptance of this offer.
- 3.3 The balance of the purchase price is payable in cash against registration of transfer of the Property, to be secured within 14 days of request by the Seller's Attorney in cash or guarantees acceptable to the Seller, payable to the Seller or its nominee.
- 3.4 Cash amounts paid by the Purchaser to the Seller's Attorneys shall be invested in an interest bearing account until transfer for the benefit of the Purchaser, the Seller's Attorneys being authorised by this Agreement.
- 3.5 The Purchaser shall be obliged to supply the Agents and the Sellers Attorneys with FICA in accordance with Annexure "E".
- 3.6 Should the Purchaser not be able to obtain a loan as referred to in clause 4 through no fault of his own, any amounts paid as deposits, plus any interest which may have accrued thereon, shall be refunded to the Purchaser.

**4. LOAN FINANCE**

- 4.1 This Agreement is suspensive upon the Purchaser being granted finance by a financial institution, on its normal terms and conditions, for a loan amount of R \_\_\_\_\_ upon the security of a first mortgage bond to be registered over the Property, or such lesser amount that the Purchaser may accept or apply for.
- 4.2 The loan is to be approved within 30 (thirty) calendar days of acceptance, which period shall be automatically extended 15 (fifteen) days unless the Agent, in its sole discretion, advises the Purchaser in writing prior to the expiration of the initial 30 (thirty) calendar day period that the period shall not be extended.
- 4.3 This suspensive condition shall be deemed to be fulfilled on the date that the financial institution issues a written quotation and/or pre agreement statement for the loan amount.
- 4.4 The Purchaser and Seller nominate the Seller's Attorney, or any other attorney nominated by the Seller, to attend to the registration of any mortgage bond to be registered over the Property in favour of the financial institution.
- 4.5 The Purchaser shall, within 5 (five) days of acceptance hereof, take all steps to give effect to this Agreement and submit to the Mortgage Bond Originator an application for loan finance, together with all necessary supporting documentation required and authorises the Mortgage Bond Originator to apply to any financial institution.
- 4.6 The Purchaser acknowledges awareness of the requirements of financial institutions with regards to eligibility for the loan amount and is to the best of his knowledge eligible for the loan. The Purchaser records that there are no adverse listings by any credit bureau.
- 4.7 Failure by the Purchaser to take all reasonable steps to fulfil any suspensive condition contained in this Agreement shall constitute a material breach of this Agreement entitling the Seller and/or Agent at their option to regard the suspensive condition as having been fulfilled in terms of the doctrine of fictional fulfilment.

**5. ESTATE AGENTS COMMISSION**

- 5.1 Commission of R\_\_\_\_\_ (\_\_\_\_\_% ) plus Vat of the Purchase Price shall be paid to the Agent by the Seller and is deemed to be earned upon acceptance hereof and fulfilment of any suspensive conditions.
- 5.2 Commission is payable on registration of transfer directly by the Conveyancers who are irrevocably instructed not to pass transfer until there are funds to secure the commission.
- 5.3 The Seller's Attorneys are irrevocably instructed to make payment of the Commission directly to the Agent when due in terms of this Agreement.
- 5.4 If this Agreement is cancelled by: (i) default of the Purchaser or the Seller, the Agent will be entitled to commission from the party at fault, alternatively (ii) by mutual agreement between the Seller and Purchaser, the Agent will be entitled to commission from the Seller and the Purchaser, jointly and severally.
- 5.5 This clause is subject to the proviso that if this Agreement is cancelled prior to registration, commission shall be deemed to be earned upon such cancellation and the Agent shall become entitled to payment of the commission immediately upon such cancellation and the Sellers Conveyancer are instructed to effect payment accordingly.
- 5.6 The Purchaser was not introduced to the Property or the Seller by any other person other than the Agent. By signature hereof, the Agent hereby accepts all benefits and obligations conferred upon him in terms hereof.
- 5.7 In the event of the cancellation of this Agreement and a dispute as to the determination of the defaulting party, any funds paid in terms of this Agreement shall be held in trust until such dispute has been resolved between the parties or by a Court Order.

**6. TRANSFER**

- 6.1 Transfer of the Property shall be effected by the Seller's Attorneys simultaneously with the opening of the Sectional Title Register, provided that the Purchaser has complied with its obligations in terms of this Agreement.
- 6.2 The Seller shall be liable for the costs of transfer to the Purchaser.
- 6.3 The Purchaser shall be liable for the costs of the registration of any mortgage bond, payable upon request. The Purchaser shall on request furnish all information requested to the attorneys and sign all documents necessary to enable the attorneys to pass transfer and to register a mortgage bond, if applicable.

**7. RISK AND OWNERSHIP**

Possession of the Property shall be given to the Purchaser on date of transfer of the Property, from which date all the benefits and risks of ownership of the Property shall pass to the Purchaser. The Purchaser shall be liable for all Body Corporate charges and shall be liable for the payment of rates and taxes. The Purchaser shall be liable to refund to the Seller a proportionate share of any Body Corporate charges paid by the Seller in advance beyond the date of transfer.

**8. OCCUPATION**

- 8.1 The anticipated date of occupation is estimated to be \_\_\_\_\_.
- 8.2 The Purchaser shall take occupation of the Property within 45 days of the Seller providing the Purchaser with written notice that the Property shall be ready for occupation. Notwithstanding the anticipated date of occupation, the occupation date shall be deemed to be the day immediately following the expiry of this time period.

- 8.3 If the Seller is unable to provide occupation as above, the Seller shall be entitled to extend the occupation date by written notice to the Purchaser and the Purchaser shall not be entitled to claim damages due to such delay.
- 8.4 The Purchaser shall from occupation date be liable to pay the Seller, monthly in advance on the first day of each month, without deduction or set off, occupational interest calculated at 0.8 % (incl Vat) of the Purchase Price, whether actual occupation of the Property is taken or not.
- 8.5 The Purchaser shall from occupation date be liable for payment on demand by the Seller of electricity and water costs related to the Property.
- 8.6 The Purchaser shall from occupation date be liable to pay monthly in advance on the first day of each month, without deduction or set off, the estimated levy in the sum of R\_\_\_\_\_.
- 8.7 The estimated levy is an indication of the levy that the Purchaser may expect to pay and is based on a budget. The estimated levy is inclusive of certain discretionary services that the Seller or the Body Corporate may elect to employ. The Estimated Levy Budget is annexed hereto as Annexure "F".
- 8.8 In the event of the estimated levy being greater than the actual costs incurred, the excess shall be paid to the body corporate on its establishment in order to create a reserve. In the event of the estimated levy being less than the actual costs incurred, the estimated levy shall be adjusted accordingly and the Purchaser shall be notified of same and shall be obliged to make payment of the additional amount.
- 8.9 If a dispute arises between the Parties as to whether the Section is occupiable on the occupation date, the dispute shall be resolved by the Architect, acting as an expert and not as an arbitrator, and such ruling shall be final and binding on the Parties.
- 8.10 The Seller shall be entitled at all reasonable times to have access to the Property for the purpose of inspecting it or to carry out any maintenance or repairs, and the Purchaser shall have no claim against the Seller for any disturbance in their occupation.
- 8.11 The Purchaser shall adhere to the terms of the Seller's insurance policy and shall not do, or permit to be done, any act, matter or thing which may affect this policy.
- 8.12 Prior to transfer of the Property, the Purchaser shall not without the Seller's written consent make any alterations whatsoever to the interior or exterior of the Property and shall maintain the Property in good order and condition.
9. **MANAGEMENT AND CONDUCT RULES**
- 9.1 The Seller shall submit the Rules for registration (in addition to the management rules in the Sectional Title Management Act (STMA)), when submitting the application for the opening of the Sectional Title Register.
- 9.2 The Purchaser shall from occupation date, adhere to the Rules (and management rules per the STMA) notwithstanding that such would only be operative from the date of formation of the body corporate.
- 9.3 The Seller shall, until the Body Corporate comes into being, enjoy the same rights and powers as the Body Corporate and their trustees enjoy in terms of such Rules.
- 9.4 The Purchaser irrevocably appoints the Seller as the Purchaser's proxy, which appointment the Seller accepts, to vote on the Purchaser's behalf at the first meeting of the Body Corporate for the appointment of the Managing Agents for the first 2 (two) years of the existence of the Body Corporate.
- 9.5 The Seller records that prior to the date of the establishment of the Body Corporate, it shall enter into a written binding agreement with an internet service provider at its sole discretion, for the supply of *inter alia* a fibre network in the Scheme. This contract shall be ceded to the Body Corporate upon its establishment and shall be binding upon the Body Corporate and all members thereof including the Purchaser. The Purchaser hereby expressly consents to such contract being entered into and irrevocably appoints the Seller as the

Purchaser's proxy, which appointment the Seller accepts, to vote on the Purchaser's behalf at the first meeting of the Body Corporate with regards to the acceptance of the Cession of the aforesaid contract. A copy of the contract is available upon request.

**10. SECTIONAL PLAN AND SECTIONAL TITLE REGISTER**

- 10.1 The Seller is unable to effect transfer of the Property to the Purchaser until such time as the Scheme is approved and the Sectional Title Register has been opened.
- 10.2 The exact boundaries of the Property shall be per the final approved STP. Should the final extent of the Property differ by less than 5% (five per cent) of the extent reflected on the STP, neither Party shall have any claim against the other in respect of such difference, and the Purchaser shall be obliged to accept the Property without any variation in the Purchase Price.
- 10.3 The Seller undertakes at its expense to take such steps as may be reasonably necessary to obtain approval of the Scheme and the opening of the Sectional Title Register. The Purchaser may not as a result of any delay in the above cancel this Agreement or claim damages and shall not be entitled to refuse to make any payments due in terms of this Agreement.
- 10.4 Notwithstanding anything to the contrary herein contained, if the Purchaser is not granted occupation within 14 months from the date of commencement of construction, or if the Sectional Title Register is not opened within 12 months of the occupation date or such further period as may be agreed in writing between the Parties, either Party shall be entitled to declare this Agreement null and void in which event:
- 10.4.1 the Purchaser, and every person claiming occupation on the Purchaser's instance, shall vacate the Property and the Purchaser shall redeliver the Property to the Seller in the same good order and condition as at the occupation date, fair wear and tear excepted;
- 10.4.2 the Seller's Attorneys shall refund to the Purchaser any amounts paid by the Purchaser in respect of the Purchase Price plus any interest which may have accrued thereon; and
- 10.4.3 unless provided for herein, neither Party shall have any further claim whatsoever against the other arising out of the termination of this Agreement and neither the Seller nor the Purchaser shall be liable for any Agent's commission.

**11. BUILDINGS NOT YET CONSTRUCTED**

- 11.1 Subject to this Agreement, the Seller shall erect the Property substantially in accordance with the Plan and Standard Specification and Schedule of Finishes. The Seller shall not be obliged to attend to any amendments to the aforementioned.
- 11.2 The Seller may vary the Plan and/or Standard Specification and Schedule of Finishes to such extent as may, in the Sellers opinion be reasonably necessary to *inter alia* meet the requirement of any competent local authority, meet any special impediments to the Scheme (relating to for example water, sewer or electrical lines, rock or soil conditions), give effect to changes in materials considered appropriate or not readily available or to obtain the approval of the Scheme or the opening of the STR, provided same does not detract from the value of the Property.
- 11.3 A change in the number or location of any sections, exclusive use areas, or minor amendments to the Property, participation quota, common property or sectional title plan, shall not entitle the Purchaser to cancel or claim a reduction in the Purchase Price and the Purchaser shall be obliged to accept transfer of the Property.
- 11.4 The Purchaser shall not be entitled to access to the Property prior to the occupation date without prior written permission of the Seller, which permission the Seller may withhold in its sole and absolute discretion.

11.5 Subsequent to the occupation date building operations may continue upon the Property and Common Property. The Seller shall not be liable for any damages suffered by the Purchaser as a result of these building operations.

11.6 In the event of the Purchaser sustaining any loss or damage to its property, or any injury or death, howsoever arising, and whether as a result of any negligent act or omission of the Seller or the sub-contractors appointed by the Seller, the Seller and the sub-contractors shall not be held liable for such damages, injuries or death and the Purchaser hereby indemnifies the Seller and its sub-contractors in this regard.

**12. DEFECTS AND UNDERTAKINGS**

12.1 The Purchaser shall, within 14 (fourteen) days of the occupation date, inspect the Property and compile a list of items requiring remedy or repair.

12.2 If any dispute arises in regard to the quality of the materials used or in regard to workmanship or regarding the existence or extent of any defect or whether such defect has been repaired or not, the matter shall be referred to the Architect, acting as an expert and not as an arbitrator, and whose decision shall be final.

12.3 The Parties record that the Seller's agents and contractors are, upon completion of the Property, restrained for a period of 12 (twelve) months from working on the Property, unless permission is obtained from the Seller.

12.4 The Seller undertakes to make good, at the cost of the Seller the following within 30 days of receipt of the Purchasers written notification:

12.4.1 any leakage in roofs and any damage to the Property caused by or arising from faulty materials or workmanship occurring within a period of 12 (twelve) months of the Occupation Date; and

12.4.2 any faults or defects in the electrical installation (as certified in the electrical compliance certificate issued) occurring within a period of 3 (three) months of the Occupation Date; and

12.4.3 any faults or defects in the plumbing, water or sewer installations occurring within a period of 3 (three) months of the Occupation date,

12.5 Where the Purchaser, or any independent contractor employed by the Purchaser, renders any service to or carries out any work, installations, alterations or additions to, or on any part of the Property, warranties may be voided as a result of any damage or defects caused by such Purchaser or independent contractor.

12.6 The Seller shall not be responsible for any latent defects in respect of the Property, except where notification in respect of such latent defect is provided within a period of 6 (six) months from the Occupation Date. The Purchaser hereby indemnifies the Seller in respect of any liability for latent defects arising in excess of the time period stated above.

12.7 The Seller shall only be responsible for damages or loss sustained by the Purchaser under conditions of normal use and service and shall not be responsible for damage or loss caused by excessive wear and tear, misuse, neglect, negligence, abuse or accident. The Seller shall not be liable for any consequential damage or loss.

12.8 The rights granted to the Purchaser in terms of this clause are personal to the Purchaser and may not be assigned or ceded to any other person and shall not be capable of being exercised by any subsequent purchaser or occupier of the Property.

12.9 The Seller shall be relieved of its obligations in terms of this Clause 12: (i) if the Purchaser fails to notify the Seller within the said time periods stipulated in clause 12; and/or (ii) should the Purchaser not provide unhindered access to the Seller to repair such defects within 7 (seven) days of being requested to do so by the Seller. Should such unhindered access be denied to the Seller, then such defect shall be deemed to be remedied and the Seller shall be relieved of any further obligations whatsoever in respect of the said defect.

12.10 The Seller shall on transfer make available to the Purchaser a 5 (five) year NHBRC warranty on structural integrity.

12.11 The Seller shall make available any warranties on the geysers, ovens and hobs to the Purchaser on transfer.

12.12 Notwithstanding the above, the Seller shall not be obliged to attend to any of the above in the event of the Purchaser being in breach of any provision of this Agreement.

**13. ELECTRICAL COMPLIANCE**

The Seller shall furnish the Purchaser with an electrical compliance certificate for the Property, as contemplated in terms of the Occupational Health and Safety Act, No 85 of 1993, on occupation date.

**14. CESSION OF RIGHTS**

14.1 The Purchaser shall not prior to transfer of the Property be entitled to resell the Property without the prior written consent of the Seller, which consent the Seller may withhold in its sole and absolute discretion.

14.2 The Seller hereby undertakes, where possible, to cede to the Body Corporate its rights in respect of any guarantees or warranties provided to the Seller by contractors employed. The Purchaser acknowledges that, in respect of any rights ceded, the sole right to prosecute any claim in terms of any warranty shall vest in the Body Corporate only.

**15. EXTENSION OF THE SCHEME**

The Seller reserves the right to extend the Scheme pursuant to Section 25 of the Act, such right to extend to be reserved by the Seller upon the opening of the Scheme. The entire Scheme shall comprise of no more than 48 units. The Sellers right to erect further units for its own account on the common property shall include the right to allocate exclusive use areas on the common property. The right to extend shall be for 5 years from opening of the sectional title register. The Purchaser acknowledges that the participation quota relevant to his section may be adjusted as a result of the Sellers real right to extend.

**16. SUSPENSIVE CONDITIONS**

16.1 This Agreement is subject to the suspensive condition that the Seller sells no less than 80% of the sections in phase one of the Scheme by 1 December 2017.

16.2 This Agreement is subject to the suspensive condition that the Seller obtains from a bank, development finance to fund the development by 1 June 2017.

16.3 The above conditions are inserted for the benefit of the Seller, who may waive same in writing to the Purchaser.

**17. EXCLUSIVE USE AREAS**

17.1 The Purchaser is aware that Parking Bays and Garden Areas (if applicable) shall be created and allocated in the Management Rules for the Scheme.

17.2 The Storage Areas (if applicable to this Agreement) at the parking level in phase 1 (storage 1-31) shall be registered as sections into the name of the Purchaser. Storage Areas on unit floor level (storage 32 – 47) shall be created and allocated in the Management Rules for the Scheme.

17.3 The Purchaser acknowledges that they understand the legal nature and definition of an exclusive use area, which does not confer rights of full ownership and the Seller cannot transfer such rights of full ownership to the Purchaser.



**18. LETTER OF SATISFACTION**

- 18.1 It is a material term that the Purchaser signs a letter of satisfaction prepared by the Seller's Attorneys by no later than the occupation date.
- 18.2 The letter of satisfaction will confirm the Purchaser is satisfied that the Property has been constructed in accordance with this Agreement save for snags per clause \_\_\_\_\_
- 18.3 In the event of a dispute regarding whether the Property has been constructed per this Agreement, the decision of the Architect, acting as an expert and not as an arbitrator, shall be final and binding upon the Parties.
- 18.4 Failure by the Purchaser to sign the letter of satisfaction, shall entitle the Seller to furnish the Purchaser with written notice, demanding that such letter of satisfaction be signed within 24 (twenty four) hours of such demand, failing which the Seller shall be entitled to exercise its right in terms of clause \_\_\_\_ below, including its right to cancel this Agreement if the Purchaser's breach is not remedied.

**19. BREACH**

- 19.1 In the event of a breach of this Agreement, the aggrieved Party shall give the defaulting Party 10 (ten) calendar day's written notice to remedy the default, failing which the aggrieved Party shall have the right, without prejudice to any other rights which it may have in law, to act as set out below.
- 19.2 If the aggrieved Party is the Seller, the Seller may, after the Purchaser's failure to remedy the default within the relevant period, at its option and without prejudice to its rights in law: (i) cancel this Agreement and retain all amounts paid in terms of this Agreement (less the Agent's commission plus VAT, which the Seller's Attorneys are irrevocably instructed and authorised to pay to the Agent forthwith) which are held in the Seller's Attorney's trust account, which amount is to be set off against any damages suffered by the Seller; or (ii) enforce compliance with the terms of this Agreement, including payment of any amount due in terms of this Agreement as at the date of the Purchaser's breach, without prejudice to its rights to recover from the Purchaser any damages or costs incurred in enforcing this Agreement.
- 19.3 If the aggrieved Party is the Purchaser, the Purchaser may, after the Seller's failure to remedy the default within the relevant period, at their option and without prejudice to their rights in law, cancel this Agreement; or enforce the terms of this Agreement,

**20. DOMICILIUM**

- 20.1 The Parties choose as their address at which all notices and legal process may be served, the addresses and e mail address set out in this Agreement and the information page (*domicilium citandi et executandi*). From occupation date the Purchaser's physical address shall be the Property in addition to the Purchasers email address.
- 20.2 Notwithstanding anything to the contrary, a written notice actually received by a Party shall be adequate written notice or communication to it, notwithstanding that the notice was not sent or delivered to its chosen address.

**21. COMPANY / CLOSE CORPORATION TRUST**

- 21.1 If the Purchaser is a company to be formed, or is a company, close corporation or trust, the person/s signing this Agreement on behalf of the Purchaser bind themselves as guarantor for the discharge of the Purchaser's obligations in this Agreement, and undertakes to sign any bank's documents of guarantee, suretyship or co-principal debtorship, required, to ensure the fulfilment of any condition/s to which this Agreement may be subject.
- 21.2 If the Purchaser is a close corporation, company or trust, the person signing this Agreement on behalf of such entity warrants that they have the necessary authority to act on behalf of such entity. In the event of such entity not being properly incorporated or not being bound to this Agreement due to a lack of compliance

with required formalities or lack of authority, the signatory hereof shall be personally liable. Annexed hereto as annexure G is a resolution of the Purchaser (if applicable).

**22. CONTRACTOR**

- 22.1 The parties acknowledge and agree that the construction of the Property will be carried out by the Contractor.
- 22.2 For the purposes of this Agreement, the Contractor chooses his *domicilium citandi et executandi*, the address in clause 1 above.

**23. HOUSING CONSUMERS PROTECTION MEASURES ACT, 1998**

- 23.1 The Seller and the Contractor respectively warrant and agree that they are registered as home builders with the National Home Builders Registration Council as contemplated by the provisions of the Housing Consumers Protection Measures Act No 95 of 1998.
- 23.2 The Seller and the Contractor further warrant and agree that they will be bound by and comply with the provisions of that Act

**24. GENERAL**

- 24.1 The Purchaser warrants that all consents required in terms of the Matrimonial Property Act No. 88 of 1984 have been duly furnished, if applicable. In the event of there being more than one Purchaser, their liability shall be joint and several.
- 24.2 The Seller shall not be obliged to give the Purchaser occupation of the Property if any obligation herein has not been met by the Purchaser. In such event the Purchaser shall remain liable to the Seller for Occupational Interest and estimated levy.
- 24.3 The Purchaser acknowledges that it may be necessary for the Seller to register servitudes upon the Scheme for the purposes of complying with local authority requirements, for service purposes, access, through roads, or like purposes and accordingly grants the Seller or its agents irrevocable power of attorney and authority to authorise such servitude's and to take such steps as may be necessary to procure the registration and authorisation thereof.
- 24.4 In the event that the Building is damaged or destroyed prior to the date of registration of transfer of the Property in such a way that the Purchaser is deprived of beneficial occupation, the Seller shall, upon providing reasonable notice, have the right to terminate this Agreement.
- 24.5 This Agreement shall not be varied or cancelled unless such variation or cancellation is reduced to writing and signed by all the parties or their duly authorised representatives. This requirement shall only be satisfied if such amendment or variation is made in a written, paper based form. The provisions of the Electronic Communications and Transactions Act 25 of 2002 are expressly excluded from this clause.
- 24.6 Should any provision of this Agreement be deemed illegal or unenforceable, such will be deemed severed from this Agreement, the remaining provisions shall continue to be binding on the parties. No latitude, extension of time or other indulgence which may be given or allowed by either party shall be construed to be a waiver or a novation of the party's rights. This Agreement is the whole Agreement between the parties and no agreements, representations or warranties, other than those set out herein, are binding on the parties.
- 24.7 The Purchaser acknowledges this Agreement has been fully explained to them and acknowledges that they have been advised of the right to contact the Seller's Attorney for an explanation of any portion of this Agreement at no cost. The Purchaser acknowledges that they have been free to secure independent legal

advice as this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so.

24.8 The Purchaser records that this Agreement did not result from any direct marketing on the part of the Seller and resulted from an enquiry / response from the Purchaser.

25. **OFFER**

This constitutes an irrevocable offer by the Purchaser to the Seller, which is open for acceptance by the Seller within 14 (fourteen) days of the date of signature hereof, whereafter this offer will be deemed to have lapsed and will be of no force or effect whatsoever. Acceptance shall be effective immediately upon signature hereof by the Seller, irrespective of communication thereof to the Purchaser and a binding Agreement shall thereupon come into being.

**THE PURCHASER**

SIGNED and DATED at \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017

In the presence of the undersigned witnesses:

**AS WITNESSES:**

1. \_\_\_\_\_  
2. \_\_\_\_\_  
\_\_\_\_\_ **Purchaser**

Assisted insofar as needs be by me, the Purchaser's spouse/partner, being bound as guarantor of my spouse's/partner's obligations herein. I also bind myself in respect of my spouse's/partner's application for loan finance in in this Agreement.

SIGNED and DATED at \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017

In the presence of the undersigned witnesses:

**AS WITNESSES:**

1. \_\_\_\_\_  
2. \_\_\_\_\_  
\_\_\_\_\_ **Purchaser's Spouse/Partner**

**THE SELLER**

SIGNED and DATED at \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017

In the presence of the undersigned witnesses:

**AS WITNESSES:**

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

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

\_\_\_\_\_  
Duly authorised signatory of the **Seller**

**THE CONTRACTOR**

SIGNED and DATED at \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017

In the presence of the undersigned witnesses:

**AS WITNESSES:**

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

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

\_\_\_\_\_  
Duly authorised signatory of the **Contractor**

**THE AGENT**

We accept the benefits hereof:

\_\_\_\_\_  
For: the **Agent**

Date: \_\_\_\_\_

**INFORMATION FOR CONVEYANCER**PURCHASER:PURCHASER:

Surname/Name of entity: \_\_\_\_\_

\_\_\_\_\_

Full Names: \_\_\_\_\_

\_\_\_\_\_

I.D/Reg No.: \_\_\_\_\_

\_\_\_\_\_

Income Tax No.: \_\_\_\_\_

\_\_\_\_\_

How Married:      Unmarried                      ☐  
                         In Community of Property              ☐  
                         Out of Community of Property              ☐  
                         Foreign Laws                                      ☐  
                         Traditional/Tribal                                      ☐

Unmarried                      ☐  
In Community of Property              ☐  
Out of Community of Property              ☐  
Foreign Laws                                      ☐  
Traditional/Tribal                                      ☐

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact No. (h): \_\_\_\_\_

\_\_\_\_\_

Contact No. (w): \_\_\_\_\_

\_\_\_\_\_

Contact No. (c): \_\_\_\_\_

\_\_\_\_\_

Fax Number : \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_