

03/05/2019

Section No _____



AGREEMENT OF SALE: BERGENDAL COUNTRY VILLAS

Between:

SKYWARD HOUSING (PTY) LTD
Registration No: 2002/0016340/07

Herein represented by JACOBUS ALBERTUS LE ROUX him being duly authorized thereto

Postal address: Postnet Suite 220, Private Bag X3036, Paarl, 7620
Physical address: 11 Du Toit Street, Paarl

("the Seller")

And

Full Names	:	
Identity/Registration No.	:	
Marital Status	:	
Postal address	:	
Physical address	:	
Telephone No. (Work)	:	
Telephone No. (Home)	:	
Cellular No.	:	
Email address	:	

("the Purchaser")

SUMMARY OF ANNEXURES

Annexure "A"	Location plan (Section and Parking Bay)
Annexure "B"	Block and Unit Typology
Annexure "C"	Specifications and Finishes
Annexure "D"	Addendum (if applicable)
Annexure "E"	Instruction to Invest form

SCHEDULE

A. DESCRIPTION OF SECTION/UNIT SOLD AND PURCHASED

The Unit to be established in terms of the Sectional Titles Act comprising:

- (i) The Unit described as **Block** _____ **Unit No.** _____ (**being Section No.** _____) in extent approximately _____ square metres in the Development to be known as "**BERGENDAL COUNTRY VILLAS**" as indicated on the Location, Block and Unit Typology plans, Annexure "A" and "B" hereto and Specification of Finishes Annexure "C" hereto.
- (ii) An undivided share in the common property in the land and buildings as shown and more fully described on the Plans, apportioned to the said Unit in accordance with the participation quota of the said Unit.
- (iii) Exclusive use of a Parking Bay No. _____. The said exclusive use area shall be allocated in terms of Section 10(7) and (8) of the Sectional Title Schemes Management Act No 8 of 2011 (**Management Rules**) in favour of the Purchaser. The parking bay is indicated on the Location plan marked Annexure "A" annexed hereto. The said exclusive use area cannot be mortgaged or be provided as additional security for Bond registration purposes.

B. DETAILS OF PURCHASE PRICE:

- i) **Purchase Price of the UNIT (inclusive of VAT)** : R _____
- ii) **Reservation Deposit** : R 35 000,00 (THIRTY FIVE THOUSAND RAND)
- iii) **The difference between the Reservation Deposit paid, the granted loan and the PURCHASE PRICE, to be paid within 5(five) days after the suspensive condition has been fulfilled**
- iv) **Bank loan required by PURCHASER** : R _____
- v) **Date by which loan is to be granted** : 31 days from SIGNATURE DATE
- vi) **In the event of the purchase price being payable in cash, such purchase price is payable within 14 (fourteen) days from date of signature of this agreement.**

1. INTERPRETATION:

In this agreement unless inconsistent with or otherwise indicated by the context the following words and expressions shall have the meanings assigned to them hereunder:

- | | | |
|------|---------------------------------|--|
| 1.1 | "agent" / IGROW | means IGROW WEALTH INVESTMENTS PTY LTD Registration number 2015/093828/07, Barinor's Vineyard North, Vineyards Office Estate, 99 Jip de Jager Drive, Durbanville, 7530 |
| 1.2 | "architect" | means VAN HEERDEN & VAN DER MERWE ARCHITECTS, 23B Boulevard Square, Cnr of Brackenfell Blvd & Protea Road, Protea Heights, Brackenfell 7560 or their successors nominated by the Seller; |
| 1.3 | "body corporate" | means the BERGENDAL COUNTRY VILLAS BODY CORPORATE, which will come into existence with the transfer of the first Unit from the Seller to a Purchaser in this scheme. |
| 1.4 | "building or buildings" | means the buildings to be erected by the Seller's Contractors on the Property; |
| 1.5 | "building lay-out plan" | means-
1.5.1 Location Plan attached marked "A" ;
1.5.2 The Block and Unit Typology plans attached marked "B" ;
1.5.3 Schedule of Development Specifications and Finishes attached marked "C" ; |
| 1.6 | "Chief Ombud" | means chief ombud as defined in Section 1 of the Community Schemes Ombud Service Act, 2010 |
| 1.7 | "common property" | means the land included in the SCHEME as well as all parts of the building as are not included in any of the SECTIONS; |
| 1.8 | "estimated monthly levy" | means R_____ |
| 1.9 | "floor plan" | means the plan showing the floor layout of the SECTION attached as Annexure "B" ; |
| 1.10 | "FICA" | means the Financial Intelligence Centre Act, Act 38 of 2001, as amended from time to time; |
| 1.11 | "fixtures and fittings" | shall include, but not be limited to, wall plaster, tiles, plumbing, windows and doors, cupboards and electrical wiring and fittings; |
| 1.12 | "guarantee due date" | means 14 (fourteen) days from the date of granting of the loan referred to in B(v) of the Schedule, or if applicable within 14 (fourteen) days from date of signature of this agreement as stipulated in B(vi) of the Schedule read with clause 3.1.3; |
| 1.13 | "land" | means ERF 35507 PAARL; |
| 1.14 | "location plan" | means the plan showing the position of the proposed SECTION within the SCHEME attached as Annexure "A" ; |

- 1.15 **"managing agent"** means VOLTANO PROPERTY MANAGEMENT, Office: 16 Plein Street | Durbanville | Western Cape Support: 082 455 3991, Technical: 062 464 8236, Cell: 081 462 8204 or their successors nominated by the Seller;
- 1.16 **"occupation date / date of occupation"** means _____ being the date upon which occupation of the Unit is tendered to the PURCHASER, provided that such date shall not be prior to the issuing of the Occupancy Certificate for the Unit by the relevant Authority and subject to compliance of the provisions of 4.6 to the satisfaction of the SELLER;
- 1.17 **"occupational interest"** means the occupational interest which the PURCHASER will pay to the SELLER as from the occupation date and calculated at 0.75% on the purchase price per month (pro rata);
- 1.18 **"participation quota"** means the participation quota allocated to the section in the sectional plans and upon opening of the sectional title register, the registered sectional plans;
- 1.19 **"plans"** means the Location Plan, Block and Unit Typology Plans, Building Plans and Specifications;
- 1.20 **"rules"** means the Management- and Conduct Rules as prescribed in terms of Section 10(2)(a) and (b) of the Sectional Titles Schemes Management Act no. 8 of 2011, subject to the approval of and certified by the Chief Ombud(if applicable), and shall include any substituting rules (available on the following website: www.igrow.co.za/bergendal-paarl – the Purchaser hereby confirms that the said Rules have been viewed and perused by the Purchaser prior to signature hereof;
- 1.22 **"scheme"** means the sectional title development scheme in respect of the buildings to be named **"BERGENDAL COUNTRY VILLAS"**;
- 1.23 **"sectional plans"** means the proposed plan to be approved by the Surveyor-General, which is described as a sectional plan and which shows the building in the scheme as divided into two or more sections and common property and which complies with section 5 of the Sectional Titles Act, No. 95 of 1986;
- 1.24 **"Seller's Conveyancer"** "the Seller's attorneys" means Debra Gouws Hamer Incorporated ("DGH Attorneys Inc") of Office 2, 1st Floor, 2 Heritage Square, Cnr Gladstone & Vrede Street, Durbanville T +27 (0) 21 976 0475, P O Box 158 Cape Town 8000, (Bank Account details: Name of Account : DGH Attorneys Inc – Trust Account, Name of Bank : Nedbank, Name of Branch : Business Banking Southern Peninsula, Branch Number : 198-765, Account Number : 1186289317, Type of Account : Cheque Account);
- 1.25 **"Signature Date"** means the date upon which this Agreement is signed by the Seller;
- 1.26 **"supplier"** means the SELLER who supplies the Unit in terms of the Consumer Protection Act No. 68 of 2008;
- 1.27 **"this agreement"** means this agreement and all annexure's hereto;

- 1.28 **"Unit"** means the section together with its undivided share in the common property determined in accordance with the participation quota and the exclusive use area;
- 1.29 the singular shall include the plural and vice versa and words importing one gender shall include the other genders;
- 1.30 headings to clauses are for reference purposes only and are not be used in the interpretation thereof.

2. PURCHASE AND SALE:

- 2.1 The Seller hereby sells to the Purchaser, who hereby purchases, the Unit for the purchase price and on the terms and conditions set out in this agreement.
- 2.2 The Unit shall be erected substantially in accordance with the plans and specifications. The Purchaser agrees that he shall not be entitled to amend or procure any amendments to the plans.
- 2.3 The Seller shall ensure that the development is registered with the National Homebuilders Registration Council.

3. PURCHASE PRICE AND PAYMENT:

- 3.1 The purchase price shall be paid on registration of transfer and shall be secured as follows:
- 3.1.1 the Reservation Deposit (as stipulated at B(ii) of the Schedule) shall be paid on date of signature hereof to the Seller's Conveyancer. The Reservation Deposit shall **NOT be held in trust** by the Seller's attorneys in a trust savings account or other interest-bearing account. **The Purchaser specifically hereby agrees, to pay an amount of R35 000, 00 (Thirty Five Thousand Rand) being the entire Reservation Deposit to IGrow Wealth Investments (Pty) Ltd (the Agent) as provided for in Clause 26 hereof. The Purchaser is made aware that the Reservation Deposit will for this reason not be invested.**
- 3.1.2 the balance of the purchase price (as stipulated at B(iii) of the Schedule) shall within 5 (FIVE) days after the suspensive condition(as stipulated at B(iv) of the Schedule) has been fulfilled
- 3.1.2.1 be paid to the Seller's Conveyancers and to be held in trust by the Seller's attorneys in a trust savings account or other interest-bearing account which contains a reference to Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014) with interest to accrue to the Purchaser pending registration of transfer subject to the provisions of section 86(5) of the Legal Practice Act No. 28 of 2014, which stipulates that 5% of the interest which accrues on such investment must be paid over to the Legal Practitioners Fidelity Fund and vests in said fund. Seller's attorneys will be entitled to levy a monthly administration fee of 8% of the net interest earned on the investment plus VAT thereon. The funds can only be invested for the Purchaser's benefit once the Purchaser has provided the Seller's attorneys with proof of payment, the required FICA and, if applicable, FATCA documents.
- OR**
- 3.1.2.2 be secured by unconditional guarantee(s) from a registered financial institution drawn in favour of the Seller or its nominee and expressed to be payable against transfer;
- 3.1.3 Interest on the deposit shall accrue for the benefit of the Purchaser. On date of transfer the said amount shall be paid to the Seller and the accrued interest to the Purchaser;

- 3.1.4 if the purchase price is payable in cash such payment is payable as stipulated B(vi) of the Schedule to the Seller's Conveyancers and to be held in trust by the Seller's attorneys in a trust savings account or other interest-bearing account which contains a reference to Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014) with interest to accrue to the Purchaser pending registration of transfer subject to the provisions of section 86(5) of the Legal Practice Act No. 28 of 2014, which stipulates that 5% of the interest which accrues on such investment must be paid over to the Legal Practitioners Fidelity Fund and vests in said fund. Seller's attorneys will be entitled to levy a monthly administration fee of 8% of the net interest earned on the investment plus VAT thereon. The funds can only be invested for the Purchaser's benefit once the Purchaser has provided the Seller's attorneys with proof of payment, the required FICA and, if applicable, FATCA documents. On date of transfer the purchase price shall be paid to the Seller and the accrued interest to the Purchaser.
- 3.2 The Seller shall be entitled, in its sole and absolute discretion, to allocate any amounts received from or for the account of the Purchaser to the payment of any debt or amount owing by the Purchaser to the Seller in terms hereof. If the Seller fails to make any such allocation all amounts paid shall be deemed to have been allocated firstly to the payment of interest, secondly to the payment of amounts other than the purchase price due in terms hereof and finally to payment of the purchase price.
- 3.3 The purchase price shall be inclusive of value added tax. However, if there is any increase in the rate of value added tax after signature of this agreement which would affect this transaction, the Purchaser shall be liable for payment of any such increase and shall pay such amount to the Seller's Conveyancer on demand.
- 3.4 **The Purchaser hereby acknowledges that he is aware that the monies payable in terms of this agreement will only be invested in an interest bearing account (as provided for herein), upon receipt by the Conveyancer of the duly completed and signed Instruction to Invest form (Annexure "E"), accompanied by copies of the relevant documents required.**
- 3.5 Seller's Conveyancer's trust account details:
- Name of Accountholder: **DGH Attorneys Inc – Trust Account**
 Name of Bank: **Nedbank**
 Account Number: **1186289317**
 Branch Code: **198–765**
 Branch: **Business Banking Southern Peninsula**
 Ref: **Name_____/Section_____/BERGENDAL**

4. OCCUPATION AND INTEREST:

- 4.1 It is anticipated that the Unit will be ready for occupation on the date stipulated in 1.16 of the Schedule (subject to the issuing of the Occupancy Certificate for the Unit by the relevant Authority).
- 4.2 If, however, the Seller is of the opinion that, for whatever reason, the Unit will not be sufficiently complete for beneficial occupation by the date specified in 1.16 of the Schedule then:-
- 4.2.1 the Seller shall notify the Purchaser in writing of such fact at least 30 (thirty) days before such date and shall specify in such notice the later date that the Unit shall be complete for the purposes of beneficial occupation (which date shall not be more than 6 (six) calendar months after the date specified in 1.16 of the Schedule and such later date shall be deemed for all purposes to be the date of occupation;
- 4.2.2 if the Unit is not sufficiently complete for beneficial occupation within six calendar months of the date specified in 1.16 of the Schedule (or within such extended time period as provided for in 4.2.1), the Purchaser shall have the right, on notice to the Seller, to resile from this contract provided that such notice is received by the Seller within 14 (fourteen) days of the expiry of the

aforesaid six calendar month period(or any extension thereof). In the event of the Purchaser so resiling, the Purchaser shall be entitled to receive a refund of the amount paid to the Seller / Conveyancers and the Purchaser shall have no claim of whatsoever nature or howsoever arising against the Seller for failing for any reason to give possession and occupation of the Unit to the Purchaser timeously.

- 4.3 If, however, the Seller is of the opinion that the Unit will be sufficiently completed for beneficial occupation prior to the date specified in 1.16 of the Schedule then the Seller shall be entitled to anticipate the new date of occupation on 30 days written notice to the Purchaser provided that such new anticipated date shall not be more than 90 days earlier than the date stated in 1.16 of the Schedule. Should the Seller bring the date of occupation forward by giving the Purchaser the written notice as aforesaid, such new date shall be regarded as the date of occupation for the purpose of this contract.
- 4.4 Any dispute between the Seller and the Purchaser, as to whether the Unit is ready for occupation shall be referred to the Architect who, acting as an expert and not as an Arbitrator, shall determine such dispute, his decision in this regard being final and binding on the parties.
- 4.5 **From the occupation date the sole risk of profit and loss in respect of the Unit shall pass to the Purchaser, from which date, notwithstanding any other provisions of this Agreement, the Purchaser will become liable to pay the monthly levies.**
- 4.6 **The Purchaser will pay occupational interest** to the Seller equal to the amount set out in the schedule, which amount is payable **from the occupation date** (date as set out in 1.16 read with this clause 4) (pro rata), whether or not occupation was taken by the Purchaser. **The Purchaser shall however not be entitled to take occupation of the Unit until such time as:-**
- 4.6.1 the Purchaser has secured the payment of the full purchase price;
- 4.6.2 the Purchaser has signed all the Conveyancers documentation;
- 4.6.3 the Purchaser is up to date with the payment of levies, occupational interest and all other amounts that the Purchaser is responsible for payment in terms of the contract;
- 4.6.4 the Purchaser(or his Agent) has signed a formal Acceptance/Handover document accepting that the Unit is ready for beneficial occupation.

Once the aforesaid have been complied with, the Seller and/or his Agents will make arrangements with the Purchaser for the delivery of the keys to the Unit.

5. CONDITIONS OF OCCUPATION:

From the occupation date the Purchaser shall, until the body corporate comes into being:

- 5.1 Comply with the provisions of the Act and of the rules which will be applicable to the scheme on the basis that the Seller shall, until the body corporate comes into being, enjoy the same rights and powers as the body corporate and the trustees enjoy in terms of such rules.
- 5.2 Waive all claims against the Seller for any loss or damage to property or for any injury to person which the Purchaser may sustain in or about the section, the building or the common property and shall indemnify the Seller against any such claim that may be made against the Seller by any member of the Purchaser's family or the Purchaser's invitees, employees or agents for any loss or damage to property or injury to persons suffered in or about the section, the building or the common property howsoever such loss or damage to property or injury to person may be caused.

- 5.3 Pay on demand all charges in respect of the electricity and other municipal services consumed or utilized in respect of the section on or before due date provided that if the Purchaser fails to pay any such amount the Seller shall be entitled to make payment thereof on the Purchaser's behalf and to recover same from the Purchaser together with interest at the effective interest rate from the date on which such amount is disbursed by the Seller to the date upon which it is recovered, and to pay the charges raised by the relevant local authority for the commission and provision of electrical supply to the Unit.
- 5.4 **From the occupation date the Purchaser shall be liable for and pay to the Seller** (until date of registration of transfer of the Section and then thereafter to the Body Corporate) **monthly in advance on the first day of each and every month the estimated monthly levy** calculated on the basis of the participation quota in respect of the actual total costs of managing, operating, administering, repairing, servicing and maintaining the common property including, without restricting the generality of the foregoing, rates, taxes, sewerage and sanitation, insurances of every description as determined by the Seller, services, salaries, wages, licenses, care and maintenance of the common property, the cost of water and electricity consumed in the common property, wages and other expenses and administration costs, including the cost of collection and recovery of the said costs (all of which costs and charges are hereinafter referred to as "total costs"). It is recorded that the total costs have been estimated and that in the event of such costs 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 estimate being less than the actual costs incurred the shortfall shall be contributed in accordance with the participation quota.
- 5.5 Not do or permit to be done any act, matter or thing as a result of which any insurance policy held by the Seller in respect of the building may be rendered void or voidable or as a result of which the premiums in respect thereof may be increased.
- 5.6 Not make any alterations to the interior or exterior of the section of whatsoever nature.
- 5.7 Maintain the section in a clean and orderly condition.
- 5.8 Should the Purchaser let or otherwise part with possession and occupation of the section prior to registration of transfer thereof, then the Purchaser and the Agent undertakes to and shall be held liable jointly and severally to cover any and all costs, including legal costs to evict a tenant should this be necessary, as determined by the Seller. The Purchaser and the Agent accepts that their liability as aforesaid shall be in solidum and that the Seller shall at all times be at liberty to proceed with collection and further legal proceedings against the party of his choice.
- 5.9 Not sell or otherwise alienate the Unit except with the prior written consent of the Seller which shall not unreasonably be withheld.
- 5.10 Acknowledge that on the occupation date the common property and other sections may be incomplete and the Purchaser and other occupiers must necessarily suffer inconvenience from building operations and from the noise and dust resulting therefrom and that the Purchaser shall have no claim whatsoever against the Seller by reason of any such inconvenience, provided that such inconvenience is not caused by the intentional or grossly negligent acts of the Seller or its agent/s or its employee/s.
- 5.11 If any dispute arises between the Seller and the Purchaser as to the date when the Unit is available for beneficial occupation, then the decision of the architect as to such date shall be final and binding upon the parties.
- 5.12 The Seller reserves to itself the right, to make Management- and Conduct Rules as prescribed in terms of Section 10(2)(a) and (b) of the Sectional Titles Schemes Management Act no. 8 of 2011, subject to the approval of and certified by the Chief Ombud (if applicable) by which a different value is attached to the vote of the owner and/or the owner's liability modify his liability to make contributions to the body corporate.
- 5.13 If there is any dispute between the Seller and the Purchaser as to whether any materials or workmanship is of the required standard, then the decision of the architect in this regard shall be final and binding upon the parties.

- 5.14 Subject to the provisions of the Act, the Purchaser shall not, by reason of any delay in the transfer of the Unit to him due to any cause whatsoever, be entitled to cancel this contract or to refrain from paying, or suspend payment of, any amount payable by him in terms of this agreement or to claim and recover from the Seller any damages or compensation or any remission of rental.

6. DEVELOPER: LIABILITY FOR DEFECTS:

- 6.1 The Unit is sold subject to the conditions, reservations and servitudes contained in the sectional title register and such conditions of sectional title as may be imposed by the developer, the local authority or any other authority. Save as provided for in the Consumer Protection Act and this contract to the contrary, the Purchaser purchases the property "voetstoots" and shall have no claim against the Seller in respect of defects whether latent or patent in the property or the common property of the scheme.
- 6.2 Notwithstanding the above, the Seller shall rectify defects or fault in the Unit, which arises from faulty materials or workmanship and which appears within a period of 6 (six) months from the occupation date, provided that notice of any defects or faults are given in writing by the Purchaser to the Seller within the said period. In the event that the Purchaser fails timeously to notify the Seller of any defects, the Purchaser shall have no further claims against the Seller for rectification of such defects.
- 6.3 If there is any dispute regarding the existence or extent of any defect referred to in 6.2, the matter shall be referred to the architect, whose decision shall be final and binding upon the parties.
- 6.4 The Seller shall within a reasonable time remedy any defect in respect of roof leaks and gutter leaks in the building which may manifest themselves within 1 year after the date of occupation provided that the PURCHASER notifies the Seller in writing within the said period of 1 year of any such defects, failing which, the Purchaser shall be deemed to have accepted the Unit in the condition in which the same are as at the date of occupation
- 6.5 The Seller shall within a reasonable time remedy any material structural defects in the building which may manifest themselves within 5 years after the date of occupation provided that the Purchaser notifies the Seller in writing within the said period of 5 years of any such defects, failing which, the Purchaser shall be deemed to have accepted the Unit and the exclusive use areas in the condition in which the same are as at the completion date.
- 6.6 Notwithstanding the provisions of clauses 6.1 to 6.5 above, the Seller shall not be liable for any defects in the Unit and/or the exclusive use areas in respect of the following:
- 6.6.1 touch up paint of any nature; and
 - 6.6.2 hairline cracks in the plaster work; and
 - 6.6.3 any shrinkage/movement and expansion cracks between different components/materials used or cracking which might appear in control movement joints; and
 - 6.6.4 any mould growth caused by a lack of ventilation and/or condensation; and
 - 6.6.5 any doors and windows slamming in windy conditions or any damage caused thereby; and
 - 6.6.6 wind and rain entering through the windows and doors left open.
- 6.7 All warranties and undertakings given by the Seller to the Purchaser in terms of this agreement are personal to the Purchaser who shall not be entitled to cede, assign or make over its rights thereto.
- 6.8 The certificate of final completion (as defined in the standard JBCC building contract) issued by the architect shall be conclusive evidence as to the completion of the Unit and/or the exclusive use areas, and that all patent defects have been made good which certificate will be issued, only in the event of a dispute, after the completion of the Unit and the architect is satisfied that all patent defects have been made good in terms of clause 6 above.

- 6.9 Upon the issue of a certificate of final completion by the architect in respect of the Unit and/or the exclusive use areas, the Purchaser shall have no claim whatsoever against the Seller in respect of the Unit and/or exclusive use areas and/or any defects therein (whether patent or latent) other than in terms of this clause.
- 6.10 If, at any time the Purchaser fails to make payment of any amount which is at that time owing due and payable to the Seller, the Seller shall not be obliged to commence or complete any remedial work in terms of this paragraph until the entire amount then outstanding has been paid.

7. SECTIONAL PLAN:

- 7.1 The Purchaser acknowledges that the sectional plan has not yet been approved and hereby agrees that the exact boundaries forming a part of the Unit shall be those shown on the final approved sectional plan. The Seller warrants that, subject to 7.3 below, the boundaries will be substantially in accordance with those set out in the annexure's hereto, and that the undivided share of the common property apportioned to the section shall be in accordance with the participation quota which is ultimately determined in terms of the Act upon approval and registration of the sectional plan.
- 7.2 The Purchaser shall not be entitled to claim cancellation of this agreement or any reduction in the purchase price by reason of any alteration to the number, size, location or participation quota of any section or sections or any increases in their number. The Seller undertakes that any alteration will be made only after due consultation with the architect and with the local authority.
- 7.3 If the area of the section or any other section or building differ in minor respects (not more than 5% variation) from the areas shown on the building lay-out plan annexed hereto or the number of the section being altered or the undivided share in the common property attaching to the section is altered or the exclusive use area (if applicable) adjoining the section is altered, the Purchaser undertakes to accept transfer of the Unit as defined and renumbered in the sectional plan approved by the Municipality and the Surveyor-General.
- 7.4 The Seller undertakes to make every effort to ensure that the Units are constructed in accordance with the plans. However, the Purchaser shall be obliged to accept the Unit without any variation in the purchase price provided the deviation in the size of the Unit when complete is no greater than 5% (five percent) from that reflected in the plans.
- 7.5 The Purchaser acknowledges that the Unit plans and specifications as well as the site development plan are subject to such changes as the architect, the developer and the local authority may deem necessary and the Purchaser shall have no claim against the Seller in respect of such amendments.

8. OPENING OF THE SECTIONAL TITLE REGISTER:

The parties' record that it is not possible for the Seller to pass transfer of the Unit to the Purchaser until such time as the scheme is approved and the sectional title register is opened in terms of the Sectional Titles Act. Accordingly:

- 8.1 The Seller undertakes, within a reasonable time and at its own expense, to take such steps as may be reasonably necessary to obtain approval of the scheme and the opening of the sectional title register;
- 8.2 Notwithstanding anything to the contrary herein contained, **if the sectional title register is not opened within 18 months of the occupation date or such further period as may be agreed in writing between the parties, the Purchaser shall be entitled to declare this agreement null and void in which event:**
- 8.2.1 the Purchaser and every person claiming occupation through the Purchaser shall vacate the section and the Purchaser shall redeliver the section to the Seller in the same good order and condition as at the occupation date, fair wear and tear excepted;
- 8.2.2 the Seller shall refund to the Purchaser any deposits paid by the Purchaser in terms hereof;

8.2.3 save as herein provided neither of the parties shall in such event have any further claim whatsoever against the other of them arising out of the termination of this agreement.

9. TRANSFER OF THE UNIT:

- 9.1 It is the Seller's intention that transfer of the Unit shall be effected by the Seller's Conveyancers simultaneously with the opening of the sectional title register.
- 9.2 The Seller shall not be obliged to pass transfer of the Unit to the Purchaser, until such time as the total purchase price and all amounts to which the Purchaser may be liable have been paid and/or payment thereof has been secured as herein provided, and the Purchaser has complied with all the obligations under this agreement.
- 9.3 **Provided the Purchaser obtains a mortgage bond via the Seller's appointed originators and further provided that the Seller's Conveyancer attend to the registration thereof, the Seller will be liable for and shall pay the conveyancing and registration costs (plus VAT on such costs).**

In the event of the Purchaser obtaining a loan through a financial institution and the Seller's Conveyancer is not appointed to attend to the registration of the said mortgage bond, then those conveyancing and registration costs will be paid by the Purchaser directly to the Conveyancing Attorneys appointed by the financial institution granting the loan.

The Purchaser will be liable for payment of the Bank's Initiation fee and other bank charges (if applicable).

In the event the relevant bond documents are not signed at the offices of the Seller's Conveyancer, the Purchaser will also be liable for additional sign-up costs and charges.

The Seller will be responsible for payment of the conveyancing and registration costs of the Seller's Conveyancer insofar as it relates to the transfer of the property (plus VAT on such costs), costs of all necessary affidavits and all other costs which have to be incurred in order to comply with the statutes or other enactments or regulations relating to the passing of transfer of the property

- 9.4 The Purchaser shall within 7 (seven) days of being called upon to do so by the conveyancers, furnish all such information, sign all such documentation as may be necessary or required to enable the conveyancers to pass transfer and to register any bond.
- 9.5 In particular the Purchaser must ensure that his tax affairs and the tax affairs of his representatives, if applicable, are up to date as required by SARS to facilitate prompt issue by SARS of the Transfer Duty Exemption.
- 9.6 Subject to the provisions of the Act, the Purchaser shall not, by reason of any delay in the transfer of the Unit to him due to any cause whatsoever, be entitled to cancel this contract or to refrain from paying, or suspend payment of, any amount payable by him in terms of this agreement or to claim and recover from the Seller any damages or compensation or any remission of rental.

10. RISK, DAMAGE AND DESTRUCTION:

- 10.1 **All benefit of and risk in and to the Unit shall pass to the Purchaser on the occupation date.**
- 10.2 Notwithstanding the provisions of 10.1 if, before the body corporate becomes into existence, the building is damaged or destroyed in such a way that:
- 10.2.1 the Purchaser is (or the parties agree that he will be) deprived of beneficial occupation of the section for a period in excess of three months either party shall have the right by notice to the other to cancel this agreement; or

- 10.2.2 if any other sections in the buildings are damaged or destroyed and the Seller reasonably considers it advisable to terminate the scheme the Seller shall have the right, by notice to the Purchaser, to cancel this agreement and in either event the provisions of 10.2.1 above shall apply mutatis mutandis.
- 10.3 Notwithstanding the provisions of the rules the Seller shall, unless the contract has been cancelled in terms of 10.2 above apply any insurance proceeds received by it in respect of the damage or destruction of the building to the repair and reinstatement of the section and any other damaged sections but shall not, in any way whatsoever, be liable to the Purchaser if there are no such proceeds or if such proceeds are inadequate to completely repair and reinstate the section.
- 10.4 It is recorded that the Seller intends, before the body corporate comes into existence, but without any obligation or duty whatsoever to the Purchaser, to insure the buildings against such risks and for such amounts as it may in its sole discretion determine.

11. ACCEPTANCE OF PLANS:

- The Purchaser acknowledges and agrees that:
- 11.1 the sectional plan of the scheme has not been prepared nor has it been approved and that accordingly the exact and final boundaries and area of the Unit and the parking bays and the exclusive use area/s in the scheme will be those shown on the sectional plan as approved from time to time, subject thereto that the approved plan will not materially differ from the plans and specifications annexed to this agreement;
- 11.2 the Purchaser has read and approved the annexures hereto and shall be obliged to accept possession of the Unit and the exclusive use areas on the completion date and as finally depicted and delineated on the sectional plans relating thereto;
- 11.3 the areas reflected in the plans and specifications are estimated and do not constitute floor areas as measured in terms of the Sectional Titles Act;
- 11.4 it and its successor/s in title shall not be permitted at any time to:
- 11.4.1 extend the Unit without prior written consent of the body corporate; and
- 11.4.2 subdivide the Unit without the prior written consent of the developer (or its successor-in-title) and the body corporate;

12. RIGHTS OF SELLER:

- 12.1 Pending establishment of the body corporate the Seller shall be entitled to:
- 12.1.1 make rules for the use and enjoyment of the common property;
- 12.1.2 enter the section at all reasonable times or to authorize its agents or workmen so to enter, to inspect same or to carry out repairs;
- 12.1.3 to exercise all the 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 sections.
- 12.2 The Purchaser hereby appoints the Seller's nominee, irrevocably and in rem suam and with power of substitution, to be his lawful agent and attorney:
- 12.2.1 to convene a meeting of the body corporate and there to vote in favour of any resolution of the body corporate to amend the rules or pass any other resolution as may be required:

- 12.2.1.1 by any bondholder for the grant of its consent to the opening of the sectional title register;
 - 12.2.1.2 by the local or provincial authority and/or by a mortgagee prior to the grant of a sectional mortgage bond over a Unit in the scheme;
 - 12.2.1.3 by the Seller in order to ensure the proper and efficient management and control of the scheme, or to ensure that the developer is able to exercise in full his rights to further develop the scheme.
 - 12.2.1.4 to bind the Body Corporate to the pre-negotiated Services Contract concluded with:
 - 12.2.1.4.1 Voltano Metering (Pty) Ltd in respect of Utilities or its nominee; and
 - 12.2.1.4.2 the Managing Agent.
 - 12.2.2 to sign all documents necessary or required to comply with the Purchaser's obligations in terms of this agreement.
- 12.3 Conditions have been/will be imposed by the Seller (as developer) in terms of Section 11(2) of Act 95 of 1986 which conditions are/will be filed with the records of the Deeds Registry

13. BREACH BY PURCHASER:

If the Purchaser defaults in the payment of any sum whatsoever payable by him in terms hereof or breaches any of his other obligations (all of which are agreed to be material) hereunder or in terms of the Act or the rules and fails to remedy such default or breach within 7 (seven) days of the dispatch of written notice requiring the remedy of such default or breach, the Seller shall be entitled, without prejudice to any other rights available to it in terms of this agreement or in law:

- 13.1 To claim and recover from the Purchaser forthwith the whole of the balance of the purchase price then outstanding together with interest thereon reckoned as herein before provided up to the date of payment of such balance as well as all other sums for which the Purchaser may then be liable in terms of this agreement; provided that if the Purchaser fails to make payment as provided for in terms of this sub-clause, the rights of the Seller under this agreement shall not be exhausted and the Seller shall notwithstanding the election to claim immediate payment be entitled to exercise any of the rights available to it in terms hereof or at law; or
- 13.2 To cancel this agreement, repossess the section and claim from the Purchaser such damages as it may have sustained by reason of the cancellation; or
- 13.3 To cancel this agreement, repossess the section and retain all amounts which the Purchaser has paid in terms hereof as a genuine pre-estimate of the damages which the Seller has sustained by reason of such cancellation in which event the Purchaser shall be deemed to have authorized the agent to pay to the Seller any amount paid by him in terms hereof and invested by the agent on his behalf.

14. SALE CONDITIONAL UPON LOAN:

- 14.1 This Agreement is subject to the Purchaser obtaining a loan from a financial institution for the sum stipulated in B.(iv) or such lesser amount as is acceptable to the Purchaser at the financial institution's standard rate of interest and on its usual terms and conditions **within 31 (thirty one) days** of date of signature of this agreement or such extended period as the Seller in its sole discretion in writing may allow, failing which this Agreement shall lapse and be of no further force or effect.

- 14.2 This condition will be deemed to have been fulfilled on the date upon which a financial institution offers the Purchaser a loan for the said amount or issues the Purchaser with a quotation for a loan for the said amount as provided in Section 92 of the National Credit Act No. 34 of 2005, as amended, subject further to the Purchaser accepting such loan or quotation within 5 (five) days of such loan or quotation being issued by a financial institution.
- 14.3 It is recorded that this condition has been inserted for the benefit of the Purchaser who may:
- 14.3.1 waive the benefit thereof, provided that by no later than the date for the approval of the loan referred to above the Purchaser notifies the Seller or the Seller's agent in writing of the Purchaser's election to waive the benefit of the condition which notification shall be accompanied by payment of an amount equal to the amount of such loan or a bank guarantee for payment thereof on registration of transfer;
- 14.3.2 accept an offer of or quotation for a loan less than the amount referred to above provided that by no later than the date for the approval of the loan referred to above the Purchaser notifies the Seller or the Seller's agent in writing of the Purchaser's election to accept the loan so offered which notification shall be accompanied by payment of the difference between the amount of the loan required and actually offered, or a bank guarantee for payment of such difference, payable on registration of transfer.
- 14.4 The Purchaser acknowledges that the Purchaser is aware that the granting of credit is subject to costs and charges levied in terms of the National Credit Act.
- 14.5 The Purchaser hereby authorises irrevocably, the Seller and his nominated agents to lodge such application for finance as well as to sign the necessary documentation on behalf of the Purchaser.
- 14.6 The Purchaser undertakes to provide, on request, all information required by the financiers within 5 days from Seller's signature hereof to the appointed bond originator.
- 14.7 The Seller or his Agent in his sole discretion may extend the period for obtaining the grant of the mortgage bond by a further period of up to 30 days. In the event of such loan not being granted within the period prescribed above, this agreement shall ipso facto lapse and be regarded as never having been entered into. In the event of the agreement lapsing as result of the Purchaser being unable to obtain a loan and not as result of his failure to apply for such a loan timeously or at all, the Purchaser shall obtain a refund of his amounts paid and any interest accrued thereon as provided herein.
- 14.8 The Purchaser undertakes to procure that the financial institution from which the Purchaser obtains the loan instructs attorneys Debra Gouws Hamer Incorporated ("DGH Attorneys Inc") of Office 2, 1st Floor, 2 Heritage Square, Cnr Gladstone & Vrede Street, Durbanville T +27 (0) 21 976 0475, P O Box 158 Cape Town 8000 (or any other firm as nominated by the Seller from time to time), to attend to the registration of such bond due to the fact that this transaction forms part of a development sale by the Seller which is being attended to by the Seller's attorneys;

15. DOMICILIUM:

- 15.1 Each of the parties chooses as its exclusive address/es ("domicilium") for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from this agreement at their respective addresses, e-mail addresses or telefax numbers set forth in the information schedule.
- 15.2 Each of the parties shall be entitled from time to time, by written notice to the other to vary its exclusive address/es to any other address within the Republic of South Africa which is not a post office box.
- 15.3 Any notice given and any payment made by a party to any of the others ("the addressee") which:

- 15.3.1 is delivered by hand during the normal business hours of the addressee at the addressee's exclusive address for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
- 15.3.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's exclusive address for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the fourth day after the date of posting.
- 15.4 Where, in terms of this agreement any communication is required to be in writing, the term "writing" shall include communications by e-mail and/or facsimile. Communications by e-mail and/or facsimile shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee one hour after the time of transmission.

16. AGENT AND COMMISSION:

- 16.1 Commission on this sale shall become due and payable on the fulfillment of any suspensive condition contained in this agreement, and shall be paid by the Seller to the agent as agreed between the Seller and the agent and shall be payable on registration of transfer of individual Units. However, if the Purchaser commits any breach of this agreement in consequence of which this agreement is cancelled or if this agreement is cancelled on request by the Purchaser, the Purchaser shall be liable **TO PAY THE AGENT** the commission, calculated at 5% of the purchase price plus VAT, immediately upon such cancellation.
- 16.2 The Purchaser hereby warrants that the only agent who introduced the Purchaser to the Unit is the agent and hereby indemnifies the Seller against any claim which may be made by any other agent in respect of the sale of the Unit.

17. TRUSTEE FOR COMPANY TO BE FORMED:

If this Agreement is entered into by the signatory for the Purchaser in his capacity as trustee for a company to be formed, then:

- 17.1 The said signatory, by his signature hereof, hereby binds himself in favour of the Seller as surety and co-principal debtor, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company in terms of or arising out of this Agreement or any cancellation hereof; and
- 17.2 Without prejudice to the provisions of clause 17.1 in the event of such company not being formed within 30 (thirty) days after the date of signature of the Agreement and/or failing within 14 (fourteen) days of incorporation to ratify and make the provisions of this Agreement binding upon itself, and/or failing which the said 14 day period to deliver to the Conveyancers the originals or notarially certified copies of its certificate of Incorporation, memorandum and articles of association, certificate to commence business and all necessary resolutions of shareholders and/or directors in respect of this sale, in the case of a company, or its founding statement, any applicable association Agreement (or confirmation that there is none) then and in such event, the said signatory shall be personally liable in terms hereof as if he had purchased in his own personal capacity.
- 17.3 In the event of the Purchaser being a Close Corporation, Company, Trust or other legal entity, then the signatory for and on behalf of the Purchaser by virtue of his/her signature to this agreement binds himself/herself as in solidum as surety to and in favour of the Seller for all the obligations of the Purchaser arising from or associated with this agreement waiving the benefits of excussion, and division.

18. FICA & POCA & CPA:

The Purchaser acknowledges that:-

- 18.1 The conveyancers are designated as an "accountable institution" in terms of the Financial Intelligence Centre Act 38 of 2001 ("FICA").

- 18.2 Certain obligations are placed on the conveyancers in terms of FICA and the Prevention of Organised Crime Act 121 of 1998 ("POCA") and regulations promulgated in terms thereof.
- 18.3 The conveyancers will not invest and administer any deposits or any other monies paid by the Purchaser in terms of this Agreement unless the PURCHASER has provided the conveyancers with the documents that they require in terms of FICA and accordingly the Purchaser undertakes to comply with all requirements of and supply all information and documentation required by the conveyancers to enable the conveyancers to fulfill their obligations in terms of the abovementioned legislation and regulations.
- 18.4 In complying with the Consumer Protection Act, certain portions of the Agreement have been printed in bold italics. The reason for this is to specifically draw the Purchaser's attention to these paragraphs as they either:
- 18.4.1 limit in some way the risk or liability of the Seller or any other person;
 - 18.4.2 constitute an assumption of risk or liability by the Purchaser;
 - 18.4.3 impose an obligation on the Purchaser to indemnify the Seller or any other person for some cause; or
 - 18.4.4 is an acknowledgement of a fact by the Purchaser.
- 18.5 Kindly ensure that before signing this Agreement that you have had an adequate opportunity to understand these terms. If you do not understand these terms or if you do not appreciate their effect, please ask for an explanation and do not sign the Agreement until the terms have been explained to your satisfaction.
- 18.6 The Sale of this property therefore constitutes a 'special-order' as may be contemplated by Section 17 of the Consumer Protection Act No. 68 of 2008

19. INDEMNITY:

The Seller shall not warrant any information given in respect of the property / Unit, whether this information is given prior to or subsequent to the signing of this contract, save for the information in respect of the property specifically warranted in this contract. The Seller shall not be liable for any claim of any nature whatsoever that may arise due to any inaccuracies in information given in good faith by the Seller to the Purchaser, his agent or his nominee in respect of the property / Unit and the Purchaser hereby indemnifies the Seller and hold it harmless against and in respect of any loss or damage caused which the Purchaser may suffer as a result of any inaccuracies in any information given by the Seller in good faith.

20. COMPLIANCE AND OTHER CERTIFICATES

The Seller shall, at his expense, prior to registration of transfer of the Unit, provide the Purchaser with the prescribed Compliance Certificates usually associated with transactions of this nature as referred to either in National Regulations/Legislation (for example: electrical certificate, electrical fence certificate and certificate of conformity of gas installation), Municipal By-Laws (for example water installation certificate) or any other Certificate / Plan / or document that might be required by any financial institution providing finance (for example a Beetle Free Certificate and or NHBRC Enrolment Certificate) or by any other Regulatory Body or Home Owners Association from time to time.

21. GENERAL:

- 21.1 This agreement represents the entire agreement between the parties. No other terms, conditions, stipulations, undertakings, representations or warranties shall be of any force or effect save as expressly included herein. No variation of or addition to or consensual cancellation of this agreement and no waiver by the Seller of any of its rights hereunder shall be of any force or effect unless reduced to writing and signed by or on behalf of both parties.

- 21.2 If this agreement is signed by more than one person as Purchaser the obligations of all the signatories shall be joint and several. If this agreement is not signed by all the persons named as Purchasers, this agreement shall nonetheless be and shall remain binding on the Purchasers who have signed this agreement.
- 21.3 No latitude, extension of time or other indulgence which may be given or allowed by the Seller to the Purchaser in respect of any of its obligations in terms of this agreement shall constitute a waiver, abandonment or novation of the Seller's rights in terms hereof.

22. MORA INTEREST:

- 22.1 In the event of there being any delay in connection with the registration of transfer for which the Purchaser is responsible, the Purchaser agrees to pay interest on the full purchase price at the prime interest rate charged by the Standard Bank of South Africa Limited on mortgage bond facilities from time to time calculated from the date the Purchaser is notified in writing by the Seller (or the Seller's agent) as being in *mora*, to the date upon which the Purchaser has ceased to be in *mora*, both days inclusive.
- 22.2 If, at any time the Purchaser fails to make payment of any amount which is at that time owing due and payable to the Seller, the Purchaser agrees to pay interest on the full outstanding amount at the prime interest rate charged by the Standard Bank of South Africa Limited on mortgage bond facilities from time to time calculated from the date the Purchaser is notified in writing by the Seller (or the Seller's agent) as being in *mora*, to the date upon which the Purchaser has ceased to be in *mora*, both days inclusive.
- 22.3 A certificate by any Branch Manager of the said bank as to such prime interest rate on mortgage bond facilities, shall be prima facie proof of such rate.

23. PHASED DEVELOPMENT:

- 23.1 The Purchaser acknowledges that the Seller intends to extend the scheme by erecting and completing from time to time further buildings on specified parts of the common property, to divide such buildings into sections and common property and confer the right of exclusive use over parts of such common property upon the owner or owners of one or more of such sections and to reserve its right in this regard in accordance with provisions of section 25(1) of the Act.
- 23.2 The Purchaser shall be obliged to allow the Seller or its successor in title ("the developer") to exercise its right to develop the sections in the manner envisaged herein, and shall not be entitled to interfere with or obstruct the developer in any way from erecting the said buildings on the common property.

24. ADOPTION OF THE RULES:

The Purchaser acknowledges that this agreement is subject to the provisions of the Sectional Titles Act 95 of 1986 Act, read with the Sectional Titles Schemes Management Act no. 8 of 2011 and the Community Schemes Ombud Service Act of 2010.

The Purchaser further acknowledges that this agreement is subject to Management- and Conduct Rules as prescribed in terms of Section 10(2)(a) and (b) of the Sectional Titles Schemes Management Act no. 8 of 2011, subject to the approval of and certified by the Chief Ombud(if applicable), and shall include any substituting rules.

The Purchaser further acknowledges that the said Rules (available on the following website: www.igrow.co.za/bergendal-paarl) have been viewed and perused by the Purchaser prior to signature hereof).

25. SPECIAL CONDITIONS:

25.1 Suspensive Condition

This entire agreement is further subject to the municipal and other relevant authorities finally approving the Sub-division, Rezoning & Sectional Title Scheme, if required, of the land on terms acceptable to the Seller within a reasonable period of time, failing which this agreement shall be null and void.

25.2 _____

26. CONSENT BY PURCHASER TO PAY “ADVANCE ON COMMISSION” TO AGENT:

26.1 The parties to this agreement warrant that IGROW WEALTH INVESTMENTS (PTY) LIMITED (The Agent) was the effective cause of this agreement of sale and that no other person or estate agent introduced the property hereby sold to the Purchaser or the Purchaser to the Seller.

26.2 Notwithstanding anything else to the contrary, **the Purchaser specifically hereby agrees, in accordance with item 8.1.2 of the Code of Conduct of “The Estates Agency Affairs Board” and hereby instruct the Seller’s Conveyancers to pay an amount of R35 000, 00 (Thirty Five Thousand Rand) being the entire Reservation Deposit to IGrow Wealth Investments (Pty) Ltd (the Agent) paid by the Purchaser to the Seller’s Conveyancer. The Purchaser is made aware that the Reservation Deposit will for this reason not be invested.** Such payment shall only be payable by the Seller’s Conveyancer to the Agent once the Seller’s Conveyancer has received proof of fulfilment of the suspensive condition(s) contained herein, the balance Purchase price secured to the satisfaction of the Seller’s Conveyancer or should the Purchaser forfeit the reservation Deposit as provided for in Clause 13 & 16 read with Clause 26.5. It is furthermore an express condition of this payment of the Reservation Deposit, that the Agent shall upon demand be obliged to repay such Reservation Deposit without set-off or any deductions into the Purchaser’s nominated bank account should the Purchaser formally cancel the particular sale because of the failure of Seller to pass transfer of the Property into the name of the Purchaser within 24 (Twenty four) months from the occupation date.

26.3 The Developer/ Seller shall not be liable for the repayment of the said amount payable to the Purchaser by IGROW should IGROW fail to make such payment.

26.4 IGROW accepts the benefits and obligations in terms of this clause.

26.5 Should the agreement be cancelled through no fault of the Seller, the Purchaser will not be entitled to a refund of the Reservation Deposit, and IGROW shall be entitled to retain such amount as commission earned and/or part of wasted costs incurred by IGROW. In such an instance, the PURCHASER will have no claim for the repayment of the said amount against the Seller. The Purchaser will further be held liable for payment of Transfer and Bond wasted costs as claimed by the Seller’s Conveyancers.

26.6 It is hereby specifically recorded that the Purchaser / IGROW indemnifies and hold the Developer/ Seller and the Seller’s Conveyancers harmless in all respects against any losses, claims, damages, penalties, costs, actions, proceedings, injuries and/or liabilities of whatsoever nature and howsoever arising, due to the Seller’s Conveyancers acting in accordance with the instructions as set out above;

27. SALE AND LETTING OF UNITS

27.1 It is recorded and agreed for convenience and in the interest of the security of the development that the Seller may appoint, at its discretion, the letting agency to act on behalf of Purchasers in securing tenants for the Property.

28. SPECIFICATIONS AND FINISHES:

- 28.1 The material and specifications (Annexure “C”) are guidelines and the Seller is entitled to make amendments thereto. If the material cannot be sourced, the Seller will be entitled to replace it with similar material.
- 28.2 The Seller does not guarantee colour, match, texture, availability, or quality of sanitary ware, carpets, tiles, and face bricks (where applicable) and will not be responsible for reasonable colour variations.

29. DIRECT MARKETING AND COOLING OFF PERIOD

The Purchaser, in the event of having concluded this agreement as a result of Direct Marketing as defined in the provisions of the Consumer Protection Act No. 68 of 2008, confirms that he/she/it has been informed of his rights as provided for in Section 16 read with Section 20 (2) (a) of the aforementioned Act, to rescind a transaction, without reason or penalty, within 5 (five) business days after the later of the date on which:-

- 29.1 the transaction or agreement was signed; or
- 29.2 the goods that were the subject of the transaction were delivered to the consumer.

30. OFFER TO PURCHASE:

Signature of this agreement by the Purchaser shall be deemed to constitute an offer by the Purchaser to the Seller to enter into this agreement which offer shall not be capable of revocation or withdrawal by the Purchaser for a period of ten days after signature of this agreement by the Purchaser. This agreement shall be binding on the Seller only when duly signed by it until which time no obligation or liability on the part of the Seller shall be deemed to exist. It shall not be necessary for the Seller to communicate to the Purchaser its acceptance of the offer constituted in terms hereof for this agreement to become valid and binding.

SIGNED BY THE PARTIES ON THE DATES AND AT THE PLACES SET OUT BELOW:

SIGNED at _____

on this _____ day of _____

AS WITNESSES:

1. _____

2. _____

SELLER

SIGNED at _____

on this _____ day of _____

AS WITNESSES:

1. _____

PURCHASER

2. _____

PURCHASER

SIGNED at _____

on this _____ day of _____

AS WITNESSES:

1. _____

2. _____

AGENT:

Information of Purchaser required by Conveyancer

DETAILS	PURCHASER
FULL NAMES: Mr/Mrs/Miss	
ID NUMBER OR DATE OF BIRTH	
IF MARRIED FULL NAME OF SPOUSE	
ID NUMBER OR DATE OF BIRTH	
HOW MARRIED (in/out of community)	
RESIDENTIAL TELEPHONE NUMBER	
BUSINESS TELEPHONE NUMBER	
TELEFAX NUMBER	
E-MAIL ADDRESS	
DOCUMENTS REQUIRED: 1.COPIES OF ID'S OF ALL PARTIES 2.COPY OF ANTENUPTIAL CONTRACT (IF APPLICABLE) 3.SARS TAX REGISTRATION NUMBER	
CERTIFY THE ABOVE INFORMATION TRUE AND CORRECT - SIGNED	
DATE	

Annexure “A”

Location plan (Section and Parking Bay)

Annexure “B”

Block and Unit Typology

Annexure “C”

Specifications and Finishes

Annexure “D”

Addendum (if applicable)

Annexure “E”

Instruction to Invest

CLIENT INVESTMENT MANDATE

Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014)

I/We, the undersigned,

(insert *name and identity or registration number*)

(the "**Client**")

hereby instruct Debra Gouws Hamer Attorneys (the "**Attorneys**") to invest with a registered South African commercial bank (the "Bank") all funds paid to the Attorneys by the Client, on the basis that:

1. the amount is invested in a trust savings account or other interest-bearing account which contains a reference to Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014).
2. In terms of section 86(5) of the Legal Practice Act No. 28 of 2014, 5% of the interest which accrues on such investment must be paid over to the Legal Practitioners Fidelity Fund and vests in said fund.
3. That the Bank may levy nominal monthly fees and charges in respect of the investment.
4. The Attorneys will be entitled to levy a monthly administration fee of 8% of the net interest earned on the investment plus VAT thereon.
5. The Client understands that it will not be able to transact directly via the bank branches or head office. All transactions must be addressed to and actioned by the Attorneys.
6. The Client confirms that the Attorneys act as the agent of the Client. Accordingly, the Client assumes all risk associated with the investment of the funds with the bank.
7. The funds can only be invested for the Client's benefit once the Client has provided the Attorneys with the required FICA and, if applicable, FATCA documents.
8. Should it be necessary to issue bank guarantees from the investment, the Client hereby authorises the Attorneys to cede and pledge the investment and issue the guarantee/s at the cost of the Client (and which shall be debited against the investment).
9. **NOTE: THIS CLAUSE 9 IS ONLY TO BE COMPLETED IF THE CLIENT IS A NATURAL PERSON** The Client acknowledges that due to the implementation of the FIC Amendment Act no 1 of 2017 (FICAA), the FIC requires records pertaining to new accounts opened from **1 November 2017** to provide the following information:

9.1 **Employment**

Status: _____
(Salaried, self-employed, retired, unemployed, student, minor, etc.)

9.2 **Occupation:** _____ (Architect, Chef, Sales manager, Doctor, Educator, Manufacturing, etc.)

9.3 **Source of funds:** _____
(Income from employment, director/owner of business, dividends, inheritance, loan, savings, sale of property etc.)

9.4 **Source of wealth:** _____
(Inheritance, investments, sale of property, etc.)

9.5 **Ultimate beneficial owner:** _____
(Shareholders of an entity; anyone with shareholding of 25% and above.)

CLIENT

DATE

CLIENT INFORMATION SCHEDULE

Full Name/s: _____

Identity Number (natural Person) or
Registration Number (Company, corporation or
trust) _____

Date of Birth / Passport Number
*(complete only if no South African Identity
Number)* _____

Marital Status:		unmarried
		out of community of property / ANC
		in community of property*
		other (e.g. foreign country / Muslim rites etc.)*

*Spouse's name (if married in community or
other) _____

*Spouse's Identity Number / Date of Birth (if
married in community or other) _____

Physical Address (in the RSA):

E-mail address:

Phone numbers:
Home: _____ Work: _____

Mobile: _____

SARS income tax number: _____

SARS VAT registration number: _____

Country and place of birth _____

Resident of South Africa YES or NO *(delete which is not applicable)*

Country of residence (if non-Resident) _____

Reason for investment _____

CLIENT

DATE