



# solaris crest

## **AGREEMENT OF SALE**

ENTERED INTO BY AND BETWEEN

**SOLARIS CREST PROPERTIES PROPRIETARY LIMITED**  
REGISTRATION NUMBER 2020/434584/07

(hereinafter referred to as the "SELLER")

and

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the party whose full particulars appear in the schedule

(hereinafter referred to as the "PURCHASER")

in respect of Unit \_\_\_\_\_, **Solaris Crest**

## CAUTIONARY NOTICEAPPLICATION OF THE CONSUMER PROTECTION ACT

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

- limit in some way the risk or liability of the Seller or any other person;
- constitute an assumption of risk or liability by you;
- impose an obligation on you to indemnify the Seller or any other person for some cause, or
- are an acknowledgement of a fact by you

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

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

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I confirm that this agreement has not be brought about by direct marketing on the part of the Seller or of the Seller's agent

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**SCHEDULE**  
**SOLARIS CREST, EERSTERIVER**

<b>1. PARTIES</b>	
<b>1.1 SELLER:</b>	<b>SOLARIS CREST PROPERTIES PROPRIETARY LIMITED</b> Company Number: 2020/434584/07
<b>1.2 PURCHASER:</b>	
<b>Natural Person full names:</b>	
Identity Number (Copy of ID to be attached)	
Income Tax Number	
Marital Status	Unmarried / Married in / out of Community of Property/ Laws of (foreign country)
Full names of Spouse	
Identity Number (Copy of ID to be attached)	
Income Tax Number	
Telephone Number	
Mobile Number	
E-mail address	
Residential address	
Postal address	
<b>1.3 IF MORE THAN ONE PURCHASER:</b>	
<b>Natural Person full names:</b>	
Identity Number (Copy of ID to be attached)	
Income Tax Number	
Marital Status	Unmarried / Married in / out of Community of Property/ Laws of (foreign country)
Full names Spouse	
Identity Number (Copy of ID to be attached)	
Income Tax Number	
Telephone Number	
Mobile Number	
E-mail Address	
Residential address	
Postal address	

<b>1.4 COMPANY/ CLOSE CORPORATION/ TRUST</b>		
<b>Juristic Person full name</b>		
Registration Number		
Income Tax number		
VAT number (if applicable)		
Full names of authorised person		
(copy of ID/Registration Certificate to be attached)		
Telephone Number		
Mobile Number		
E-mail Address		
Registered business address		
<b>2. SUBJECT MATTER</b>		
Scheme name		
<b>SOLARIS CREST</b>		
Unit No.		
Approximate floor size (sqm)		
<b>48 sqm /51 sqm</b> (mark applicable)		
Included with the Unit		
1 (One) Parking Bay to be allocated. Garden area for ground floor units only.		
<b>3.AGENCY</b>		
Name of Agent/Agency		
Commission		
2% excl VAT		
3% excl VAT		
<b>4. PURCHASE PRICE</b>		
Purchase price of Subject Matter (inclusive of VAT at 15%)		
<b>R</b>		
Optional Deposit		
<b>R</b>		
Balance of Purchase Price		
<b>R</b>		
Mortgage Bond required		
<b>Yes</b>   <b>No</b>		
Amount of Mortgage Bond required		
<b>R</b>		
Date by which bond to be approved		
<b>30 days after signature by the Purchaser</b>		
<b>5. ESTIMATED MONTHLY LEVY (Excluding Rates)</b>		
R775		
<b>6. ANTICIPATED COMPLETION DATE</b>		
May 2022		
<b>7. ANTICIPATED TRANSFER DATE</b>		
May 2022		
<b>8. OCCUPATIONAL RENT</b>		
R5 000		
<b>9. ATTORNEYS</b>		
<b>DEKLERK &amp; VAN GEND INC.</b>		
3 <sup>rd</sup> floor, Absa Building, 132 Adderley Street, Cape Town, 8000		

	Tel. + 27 (0) 21 424 9200 E-mail: <a href="mailto:jsteyn@dkvoco.za">jsteyn@dkvoco.za</a> Ref. J Steyn
<b>10. ATTORNEYS TRUST ACCOUNT</b>	De Klerk & Van Gend Inc. Absa Bank, Adderley St, Cape Town Account number: 360280276 Branch code: 312109 Swift Code ZA JJ312109 Reference: Solaris Crest Unit No. __
<b>11. ARCHITECT</b>	<b>HEIN WOLVAARDT</b>
<b>12. BOND BROKER</b>	
<b>13. ANNEXURES</b>	Specification Schedule
	Building and Site Development Plans
	Unit Layouts
	Participation Quota and Unit Areas

**WHEREAS**

- A. The Seller is the registered owner of Erf 10102 Eerste River, situated in the City of Cape Town, Division of Stellenbosch, Province Western Cape , which is to be known as "**Solaris Crest**";
- B. The Seller intends to establish a residential Sectional Title Development in accordance with the Drawings, Plans and Specifications schedule attached hereto, on the aforementioned property;
- C. The Seller has agreed to sell and the Purchaser has agreed to purchase the Subject Matter, being the sectional title unit and the rights to the exclusive use area/s as described in the Schedule, in the proposed Sectional Title Scheme and the parties wish to record their agreement in writing.

**1. SALE**

The Seller sells to the Purchaser who hereby purchases the Subject Matter and as will be finally described in the Sectional Plan read with the Register, on the terms and conditions contained herein and in Specifications, Schedule and all other Annexures attached hereto **all of which the Purchaser acknowledges having had the opportunity to read and understand.**

**2. PURCHASE PRICE AND PAYMENT**

- 2.1 The purchase price shall be the amount specified in the Schedule, which amount is inclusive of Value-Added Tax. The applicable Value-Added Tax rate is currently 15%. Should this rate increase or decrease **the purchase price will be adjusted accordingly.** The purchase price is payable as follows:
  - 2.1.1 An deposit in the amount of R\_\_\_\_\_ as specified in the Schedule, payable by the Purchaser to the Attorneys in cash or bank guaranteed cheque, within 7 (seven) days from signing of the

Agreement. The deposit paid in terms of this clause shall be invested by the Attorneys in an interest-bearing trust account for the benefit of the Purchaser until registration of transfer.

- 2.1.2 the balance of the purchase price on registration of transfer;
- 2.2 The Purchaser shall within 30 (thirty) days after fulfilment of the suspensive conditions furnish the Attorneys with a guarantee issued by a South African bank, or other guarantee acceptable to the Seller, in the Seller's sole discretion, for the due payment of the balance of the purchase price. The Seller shall not be required to give any reason for any refusal of approval of the guarantee issued.
- 2.3 All monies payable by the Purchaser in terms of this Agreement, and unpaid on due date, shall bear interest at the Prime Rate, calculated from the due date of payment to the actual date of payment thereof.
- 2.4 All or any payments to be effected hereunder, shall be effected by the Purchaser to the Seller's Attorneys, free of any exchange, at Cape Town and without deduction or set off.
- 2.5 Interest earned on any portion of the purchase price invested for the account of the Purchaser may be utilised towards payment of any amounts due by the Purchaser under this Agreement.

### 3. SUSPENSIVE CONDITION

#### 3.1. LOAN FINANCE

- 3.1.1 In the event of the Purchaser requiring bond finance for the acquisition of the Section, this sale shall be subject to the condition precedent that the Purchaser is offered a loan by a recognised financial institution in the amount and by the date as specified in the Schedule, on the institution's usual terms and conditions relating to such loans (which may include the signing of Suretyships).
- 3.1.2 This condition shall be deemed to have been fulfilled upon the Purchaser obtaining an offer from a financial institution as contemplated for a loan as herein envisaged. Should the Purchaser be unsuccessful in obtaining the finance, then the deposit and any interest accrued will be refunded to the Purchaser.
- 3.1.3 The Purchaser hereby authorises the Seller or his agent to apply on behalf of the purchaser for a loan referred to in 3.1.1 and hereby irrevocably authorises the Seller and or his Agent to make application on his behalf. The Purchaser acknowledges that the convenience of applications for loans in the development being submitted through the same channels justifies this condition.**
- 3.1.4 The Purchaser hereby undertakes to use his best endeavors to ensure that the said loan is granted timeously and to sign and provide all such documents and to do all such things as may reasonably be necessary or required for purposes of obtaining the grant of the mortgage loan and, after the loan has been granted, registration of the mortgage bond. **Should the Purchaser fail to sign and or provide all such documents and/or do all such things, any such failure shall be deemed to be a breach of a material term or condition of this agreement by the Purchaser.**
- 3.1.5 **The Purchaser acknowledges that it is fully aware of the requirements of the banks with regard to the maximum loan which banks are prepared to grant on the basis of income and commitments of the borrower** and the Purchaser hereby warrants that its income is sufficient in relation to its commitments to meet the requirements of the bank in this regard and having regard to the amount of the loan to be applied for.
- 3.1.6 It is a condition of this Agreement that in the event of the Purchaser's application for a loan being successful, the registration of the mortgage bond shall be effected and registered by the Attorneys unless agreed to otherwise in writing by the Seller. The Purchaser undertakes to procure that the financial institution from which the Purchaser obtains the loan instructs the Attorneys to attend to the registration of such bond. The Purchaser acknowledges that the convenience**

**of the bond being registered by the same attorneys as will be attending to the transfer justifies this condition.**

- 3.1.7 The Purchaser shall be liable for payment of all costs of and incidental to the registration of the mortgage bond, including attorney's fees and necessary disbursements, and any costs payable to the proposed mortgagee.

## **3.2 RIGHT OF EXTENSION**

**3.2.1. This sale is subject to the following special condition which is imposed by the Seller in terms of section 11(2) of the Sectional Titles Act. The Seller hereby reserves for itself the right to extend the Scheme in terms of Section 25 of the Sectional Titles Act, for its personal account the Scheme by the erection and completion from time to time but within a period of 20 (twenty) years:**

**3.2.1.1. a further building or buildings;**

**3.2.1.2. the horizontal extension of an exiting building or buildings and/or;**

**3.2.1.3. a vertical extension of existing buildings on that part of the common property outlined on the Site Plan to divide such building or buildings into a section or sections and common property upon the owner or owners of one or more of such sections in the Scheme.**

**3.2.2. The Purchaser acknowledges that because of changed circumstances which may arise in terms of section 25(13) of the Sectional Titles Act, the Seller may wish to replace or amend the section 25(2)(a) concept plans of the buildings to be erected on the common property of the Scheme;**

**3.2.3. The Purchaser waives their right to lodge an objection in terms of section 25(13) of the Sectional Titles Act to any change in the proposed buildings or the location of building comprised in the Scheme, notwithstanding that the position of such buildings may be changed or that the size and shape of the buildings may be changed, provided always that the construction of the building complies with the architectural controls.**

## **4. IRREVOCABLE OFFER**

This Agreement, once signed by the Purchaser shall be regarded as an offer by the Purchaser and shall be irrevocable and open for acceptance by the Seller within a period of forty-five (45) days from date of signature by the Purchaser and shall not be capable of being withdrawn by the Purchaser during the said period.

## **5. CONSUMER PROTECTION ACT**

Should the Consumer Protection Act apply to this Agreement:

- 5.1 **The Purchaser confirms that this sale did not come about as a result of direct marketing by the Seller**, but that the Agreement has been concluded as a result of negotiations between the parties after the Purchaser was provided sufficient time and opportunity to receive and comprehend the nature and effect of all the provisions of the Agreement.

- 5.2 The Purchaser specifically acknowledges that the provisions of the agreement highlighted in bold have been drawn to the attention of the Purchaser, as confirmed by the initials of the Purchaser adjacent to the highlighted clauses, which contain provisions which:
  - 5.2.1 Limit the risk of the Seller
  - 5.2.2 Constitute an assumption of risk or liability on the part of the Purchaser
  - 5.2.3 Impose an obligation on the Purchaser to indemnify the Seller; and/or
  - 5.2.4 Constitute an acknowledgement of facts by the Purchaser
  
- 5.3 The Seller confirms that he has not authorised any representations to be made or information to be provided other than that which is set out in this agreement or in official marketing documentation distributed on its behalf. No written or oral or other form of representation and/or information has been authorised and is made binding on the Seller. No person is authorised to provide any information or make any representations other than as set out in this agreement or in official marketing documentation distributed on behalf of the Seller. Should the Purchaser require any further information he/she/it must request it in writing from the Seller and only a written reply is authorised to be given by the Seller.
  
- 5.4. For purposes of this agreement, the Seller is acting in the ordinary course of business. If the purchaser is a natural person or an entity with an annual turnover or asset value of less than R2 000 000 (Two Million Rand) at the time of entering into this agreement then the Consumer Protection Act applies to this transaction. Therefore where it is necessary to comply with the Consumer Protection Act certain clauses in this agreement has been highlighted in order to draw the Purchaser's attention thereto.

SIGNED AT \_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_ 202\_\_

\_\_\_\_\_  
 PURCHASER  
 (who warrants, if this agreement is executed by him/her as representative or agent that he/she is duly authorised hereto) assisted by SPOUSE as far as needs be.

\_\_\_\_\_  
Witness

SIGNED AT \_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_ 202\_\_

\_\_\_\_\_  
for and on behalf of the SELLER

\_\_\_\_\_  
Witness

## STANDARD CONDITIONS OF SALE

<b>1. INTERPRETATION</b>		
1.1 In this Agreement, unless inconsistent with the context:		
1.1.1.	"the Act"	means the Sectional Titles Act No 95 of 1986 or any amendment thereof and includes the regulations promulgated thereunder from time to time;
<b>1.1.2.</b>	the "Anticipated Commencement Date"	Means the date by which the Seller reasonable anticipates that construction of the Buildings will commence after final approval for the Buildings has been obtained from all relevant authorities and any objections to the Scheme have been resolved.
1.1.3.	the "Anticipated Completion Date"	The date referred to as such in the Schedule, being the Completion Date anticipated by the Seller.
1.1.4.	the "Architect"	means the Architect described in the Schedule or such other architect/ designer as may be appointed to act as such from time to time by the Seller in respect of the sectional title scheme to be developed on the Property and includes any member of the aforesaid firm;
1.1.5.	the "Attorney"	means the Seller's Attorney described in the Schedule;
1.1.6.	the "Agent"	means the Seller's Agent described in the Schedule;
1.1.7.	the "Body Corporate"	means the controlling body as contemplated in terms of section 36 of the Act;
1.1.8.	"the Buildings"	means the buildings to be constructed on the Property in accordance with the Drawings;
<b>1.1.9.</b>	the "Commencement Date"	means the date of commencement of the construction of the Buildings, as certified by the Architect, whose decision as to that date shall be final and binding upon the parties;
1.1.10.	the "Common Property"	means such parts of the Property and Buildings which do not form part of a Section;
<b>1.1.11.</b>	the "Completion Date"	means the date upon which the Unit is complete for beneficial occupation and can effectively be used for the purpose intended as certified by the Architect, whose decision as to that date shall be final and binding upon the parties;
<b>1.1.12.</b>	the "Contractor"	means the building contractor appointed by the Seller to construct the Buildings;
1.1.13.	<b>"Day"</b>	means all calendar days, including a Sunday, Saturday or Public Holiday;
1.1.14.	the "Drawings"	means the drawings depicting the proposed sectional title scheme, including the site development plan, the elevation of the Buildings, the floor plan of the Section and the specifications as annexed hereto and initialed by the parties for purposes for identification;
1.1.15.	the "Exclusive use area"	means the areas described in the Schedule which will be registered as such in terms of Section 27A of the Act.
1.1.16.	the "Mandate"	means the Mandate to invest the deposit which is

		attached hereto, to be signed by the Purchaser;
1.1.17.	the "Occupation Date"	means the date upon which the Purchaser takes possession and occupation of the Unit or the Completion Date, whichever is the earlier;
1.1.18.	the "Participation Quota"	means the decimal fraction allocated to the Section in the Sectional Plan calculated in terms of Section 32(1) of the Act
1.1.19.	the "Prime Rate"	means a rate of interest per annum which is equal to the Absa Bank published minimum lending rate of interest per annum, compounded monthly in arrears, charged by the said bank on the unsecured overdrawn current accounts of its most favoured corporate clients in the private sector from time to time. (In the case of a dispute as to the rate so payable, the rate shall be certified by any manager or assistant manager of any branch of the said bank, whose decision shall be final and binding on the parties);
1.1.20.	the "Purchaser"	means the purchaser as described in the Schedule its successors in title, heirs, executors, administrators or assigns
1.1.21.	the "Register"	means the sectional title register in respect of the Property and the Buildings, to be opened in terms of the Act;
1.1.22.	the "Rules"	means the management and conduct rules prescribed by the Sectional Titles Schemes Management Act 8 Of 2011, as may be amended by the Seller from time to time, and by the Body Corporate;
1.1.23.	the "Schedule"	means the covering Schedule, being the third and fourth pages of this agreement;
1.1.24.	the "Scheme"	means the sectional title scheme to be registered on the Property, which will be known by the name specified in the Schedule;
1.1.25.	the "Section"	means the section or sections as described in the Schedule read together with the Drawings;
1.1.26.	the "Sectional Plan"	means the sectional plan as will be approved by the Surveyor General and registered by the Registrar of Deeds for the Scheme;
1.1.27.	the "Seller"	means the Seller described in the Schedule, its successors in title, heirs, executors, administrators or assigns
1.1.28.	the "Signatory date"	means the date of signature of the party who signs this Agreement last;
1.1.29.	the "Subject Matter"	means the Section and the right of exclusive use of the Exclusive Use Areas conferred in terms of Section 27A of the Act as depicted on the Drawings and Annexures and as referred to in the Schedule, including an undivided share in the common property apportioned to the section in accordance with the Participation Quota
1.1.30.	the "Unanticipated Delay"	Any period of delay in the Completion Date occasioned by circumstances beyond the control of the Contractor or Seller, as specified in the Seller's contract with the Contractor for the completion of the Buildings, and/or as a result of exceptional or unusual supervening circumstances not normally anticipated in the completion of Buildings. A certificate by the Architect as to the period of such delay shall be final and binding upon the parties;

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1.1.31. | the "Unit"

shall be the Unit defined in the Subject Matter in the Schedule.

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- 1.2. Words and expressions defined in the Act shall have the meanings therein defined.
- 1.3. Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include females and words importing persons shall include partnerships and bodies corporate and vice versa.
- 1.4. Reference to the Agreement means this Agreement and all annexures thereto.
- 1.5. The head notes to the paragraphs to this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.6. Words and expressions defined in this Agreement shall bear the same meaning in schedules or annexures to this Agreement save where they conflict with words and expressions defined in such schedules or annexures, in which event the latter shall prevail.
- 1.7. When any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday nor a public holiday.

## 2. TRANSFER

- 2.1. Transfer of the Section shall be passed by the Attorneys and taken as soon as is reasonably possible after the Completion Date and against the opening of the Register, provided the Purchaser has complied with all the terms and conditions herein.
- 2.2. The Purchaser shall, on demand, sign all documents necessary to give effect to such transfer and cession and undertakes to deliver/furnish, on demand, to the Attorney such documents/information as may be required to procure compliance with the provisions of the Financial Intelligence Centre Act No 38 of 2001 arising from this transaction.
- 2.3. Without prejudice to any other rights it may have, the Seller shall be entitled to withhold transfer in the event of any monies being outstanding by the Purchaser whether in respect of the purchase price, costs, occupational rental, levies or any other amount due under this agreement.
- 2.4. **The Purchaser specifically acknowledges and accepts that lodgement of the purchaser's transfer documents in the Deeds Registry shall be entirely in the discretion of the Attorneys and the Purchaser shall have no claim of whatsoever nature arising from delay in registration and his obligation to pay interest in terms of this Agreement shall remain binding.**

## 3. POSSESSION AND OCCUPATION

- 3.1. The Seller shall give to the Purchaser not less than 30 (Thirty) days' notice in writing of the Completion Date, provided, however, that the Seller shall, after having given the Purchaser notice as contemplated aforesaid, be entitled to postpone the Completion Date by giving further notice to the Purchaser to this effect within 30 (Thirty) days of date of receipt by the Purchaser of the first notice.
- 3.2. Possession and occupation of the Unit shall be given and taken by the Purchaser on the Occupation Date, on which date, all risk and benefit in the Unit shall pass to the Purchaser.
- 3.3. Should registration take place after the Occupation Date, the Purchaser shall pay to the Seller a monthly occupational interest as stipulated in the Schedule, payable monthly in advance.
- 3.4. In the event, however, of registration of transfer taking place after the Occupation Date due to a delay caused solely by the Purchaser the rate of interest at which the occupational consideration shall be determined shall increase from Prime Rate to Prime Rate plus 3 (three) percentage points per annum on the unpaid balance of the purchase price outstanding from time to time, reckoned

from the date on which transfer would have been possible had it not been for the delay caused by the Purchaser until the actual date of registration of transfer.

- 3.5. The Seller shall not be responsible for any loss, damage or inconvenience suffered by the Purchaser by reason of any building operations which may be conducted in respect of the Property after the Occupation Date.
- 3.6. **The failure on the part of the Purchaser to take physical occupation (whether personally or by agent) or to accept the keys to the Section shall not affect the Occupation Date**, which shall remain as defined.
- 3.7. **The Purchaser acknowledges that:**
- 3.7.1. **the other portions of the Building or Common Property may not necessarily be complete at the Completion Date;**
- 3.7.2. **the peaceful use and enjoyment of the Unit, Exclusive Use Area, Common Property of the Scheme and the common areas in the scheme may be temporarily interrupted from time to time during such building operations, provided it does not interrupt the Purchaser's beneficial occupation of the unit;**
- 3.7.3. **the Purchaser shall have no claim whatsoever against the Seller, nor shall the Purchaser be entitled to any reduction in the purchase price or interest thereon by reason of any such inconvenience and/or interruption referred to in clause 3.7.2 above. The Seller shall however use his best endeavours to procure that such inconvenience or interruption is kept to a minimum;**
- 3.7.4. the occupation date shall under no circumstances be deferred or the Unit considered unsuitable for beneficial occupation by reason of any improvements, additions or alterations to be effected to the Unit by or at the request of the Purchaser not having been completed;
- 3.7.5. the occupation of the Unit by the Purchaser (and those occupying through or under the Purchaser) between the occupation date and the date of registration of transfer, shall not in any way constitute a tenancy between the Seller and the Purchaser (and those occupying the Unit through or under the Purchaser);
- 3.7.6. the failure to deliver the Unit on the Completion Date, or a later date nominated in writing, for any reason shall not entitle the Purchaser to any claims of any nature whatsoever, including consequential loss.

#### 4. **INSURANCE**

- 4.1 The Seller shall keep the Buildings insured to their replacement value against all risks mentioned in Rule 23(1) (a) of the Management Rules annexed to the Sectional Title Schemes Management Act and against any risk against which the Seller may deem it prudent to insure, and to pay the premiums falling due thereon from time to time.
- 4.2 If, before the purchaser takes transfer of the Unit, the building is damaged or destroyed in such a way the Purchaser is (or the parties agree that he will be) deprived of beneficial occupation of the section for a period in excess of 6 (six) months, either party shall have the right by notice to the other to cancel this agreement, whereupon the provisions of clauses 13.3.1 and 13.3.2 hereunder will be applicable.
- 4.3 The Purchaser shall not do or permit to be done any act, matter or thing as a result of which any insurance policy held by the Seller or the body corporate 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. **NO GENERAL WARRANTY**

- 5.1 **Save as specially set out in this Agreement, the Seller has made no representations and given no warranties in respect of the Section, the Buildings, the Property, the Common Property or in respect of anything relating thereto and the Seller shall not be liable for any defects in the Section, Buildings, Exclusive Use Area, Common Property or in respect of anything relating thereto whether patent or latent.**
- 5.2 **The Purchaser shall accept transfer of the Section subject to all conditions and servitudes benefiting or burdening the Section and the Property whether existing or hereafter imposed by any competent authority or by the Seller. The Property and Section will be subject to a servitude right of way to be registered in favour of Erf 10457 Eerste River shown as future link on the attached Site Development Plan.**
- 5.3 The Purchaser shall not be entitled to claim cancellation of this Agreement or any reduction in the purchase price by reason of any minor alteration to the number, size, location or participation quota of any Section, or any increase in their number, to that shown on the plans annexed hereto. The Purchaser undertakes to accept transfer of the Unit as it may be re-defined and re-numbered in the Sectional Plan approved by the relevant Local Authority and the Surveyor General.
- 5.4 The Architect shall have the sole decision upon whether a deviation referred to in 5.3 is minor and his decision shall be binding on the parties.

## **6. ACKNOWLEDGEMENTS BY PURCHASER**

The Purchaser acknowledges that:

- 6.1. **The Sectional Plan has not been approved and that accordingly the exact and final boundaries and areas of the Section will be those shown on the Sectional Plan as finally approved;**
- 6.2. **If upon a resurvey or re-measurement the area of the Section or Land is found not to correspond with that set out in the Title Deed or Sectional Plan or any other amendment necessary to comply with the Act, the Seller shall not be liable for any default nor claim compensation for any surplus;**
- 6.3. The Register will be opened as soon as is reasonably possible after the Completion Date and transfer of the Section shall take place simultaneously with or forthwith after the opening of the Register;
- 6.4. The Purchaser has read and approved the Drawings and will be obliged to accept delivery of the Section:
- 6.4.1. completed substantially according to the Drawings; and
- 6.4.2. as finally depicted and delineated on the Sectional Plan.
- 6.5. The Purchaser shall be entitled to the exclusive use and enjoyment of the Exclusive Use Areas, subject to the rules of the Scheme;
- 6.6. The Seller shall have the right to sell to a Purchaser of any other unit in the Scheme, rights to other Exclusive Use Areas.

## **7. VARIATIONS OF SPECIFICATIONS**

- 7.1 The Buildings and the Section shall be built substantially in accordance with the Drawings, **provided that the Seller shall be entitled to:**
- 7.1.2. substitute items of a similar standard and quality for any specified item referred to in the annexed Specifications; vary the Sectional Plans for the Buildings should the Seller consider the same reasonably necessary for technical or aesthetic reasons or vary the details set out in the annexures hereto as also the extras, to such extent as may be reasonably necessary to:
- 7.1.2.1. meet any requirements of any competent authority;
- 7.1.2.2. meet any special features of the property;
- 7.1.2.3. meet any special impediments such as water, sewer or electrical lines

- 7.1.2.4. either above or underground or any rock or other soil condition to obtain the approval of the sectional title development scheme and/or the opening of the sectional title register.
- 7.1.2.5.. change the area or lay-out of the Unit, save only that the area of the Unit shall not vary by more than 5% (five percent) of the estimated area.

- 7.2 In the event of there being any dispute between the parties as to the nature of the variations referred to in clause 7.1 the dispute shall be referred for determination to the Architect, and his decision shall be final and binding on the parties.
- 7.3 Neither the Purchaser nor any person or firm employed by them shall carry out any work on or to the Unit prior to registration or transfer. Work subsequent thereto shall not be carried out without the permission of the Body Corporate in terms of the Rules.
- 7.4 The Seller shall not be obliged at any stage to agree to any extras, omissions, variations or changes of any nature whatsoever to the Buildings and the Unit.

## 8. UNDERTAKINGS AND WARRANTIES BY THE SELLER

The Seller undertakes and warrants that:

- 8.1. it shall take all reasonable steps necessary to procure:
  - 8.1.1. that the Completion Date will take place by the Anticipated Completion Date, or as soon as reasonably possible thereafter, but not later than 180 days from the Anticipated Completion Date, excluding any delay in completion caused by any Unanticipated Delay.
  - 8.1.2. the registration of the Sectional Plan and the opening of the Register in terms of the Act as soon as is reasonable and practicable after the Completion Date, but in all event not later than 6 (six) months from the Completion Date,
- 8.2. should the Unit sold not have been erected or completed at the time of the sale, it will, subject to clause 8.1 above, construct and complete the Unit substantially in accordance with the Drawings.
- 8.3. it will, within a reasonable time, remedy any material defects in the Section which may manifest themselves within 30 (thirty) days after the Completion Date, **provided that the Purchaser notifies the Seller in writing within the said period of 30 (thirty) days of any such defects, failing which the Purchaser shall be deemed to have accepted the Section in the condition in which same were at the Completion Date.** For the purpose of this sub-clause the expression "material defect" means those defects the existence of which are recorded in writing by the Architect as requiring to be remedied or repaired.
- 8.4. The Architect shall determine whether such defects recorded in writing are "material defects" and his determination shall be final and binding upon the parties. The Seller shall only be responsible in terms of Clause 8.3 for defects caused by faulty materials and/or workmanship and the Seller shall under no circumstances be liable for any consequential loss or damage and the Purchaser hereby waives any such claim. A certificate issued by the Architect to the effect that any defect has been made good shall be final and binding on both parties and shall relieve the Seller from any further obligation in respect of such defect;
- 8.5. The Seller furnishes the Purchaser with the Standard Builders Warrantee in respect of the Unit issued by the Contractor for the remaining period of such warrantee.
  - 8.5.1. it guarantees the Unit and building in respect of major structural defects for 1 (one) year from the completion date;
  - 8.5.2. it guarantees the building and Unit in respect of the roof in respect of leakage for a period of 1 (one) year from the completion date;
- 8.6. All warranties and undertakings given by the Seller to the Purchaser in terms of this Agreement are personal to the Purchaser who cannot cede, assign or make over his rights thereto.
- 8.7. Notwithstanding the provisions contained within clauses 8.5.1; 8.5.2 and 8.6 it is specifically agreed and recorded that the Seller shall not be liable for any defects in the Section arising in any manner whatsoever from the structural design thereof or any soil and/or ground conditions, or

any loss or damage of whatsoever nature howsoever arising therefrom or caused thereby, unless same are due to the failure on the part of the Seller and/or its contractors to erect the Buildings in accordance with the drawings, specifications and/or recommendations of the Seller's structural and/or civil engineers.

- 8.8. The Purchaser acknowledges that the finishes to the Unit will not necessarily be the same as those illustrated in any showroom utilised for display purposes or contained in any other material exhibited by the Seller or its representatives or agents. The Seller warrants that alternative finishes will be of a similar type and equivalent quality.**
- 8.9. The Purchaser shall have no claims against the Seller for any discrepancies of whatsoever nature between the building plans and specifications relating to the Development and/or building and the completed Scheme.
- 8.10. Any model of the Building or the Scheme, whether or not to scale, and any advertisement or other advertising material utilised for purposes of marketing the Scheme and selling the Sections have been prepared as advertising material only and shall not constitute a representation by the Seller and the Purchaser shall not be entitled to rely on any information therein or derived therefrom and this Agreement is not concluded on the basis of any such material.
- 8.11. Any images reflected in the Specifications, Drawings and Proposed Building Plans are for illustrative purposes only and will not be binding on the Seller.

## **9. RIGHT TO WITHDRAW**

- 9.1. Should the Commencement Date be delayed for any reason by more than 180 days beyond the Anticipated Commencement Date, either party shall be entitled to withdraw from this Agreement on notice to the other, provided that such notice is given prior to the Commencement Date;**
- 9.2. Should the period of the Unanticipated Delay be more than 180 days, the Seller shall be entitled to withdraw from this Agreement if the Seller, in its sole discretion, is of the opinion that the viability of the proposed development has been adversely affected thereby.**
- 9.3. Should the registration of the Sectional Plan and the opening of the Register in terms of the Act not take place within 6 (six) months from the Completion Date the Purchaser shall be entitled, to withdraw from this Agreement by giving written notice to such effect to the Seller within 10 (ten) days of the expiry date as stipulated aforesaid.**
- 9.4. Should either party withdraw from this agreement in terms hereof, neither party shall thereafter have any claim against the other, except that the Purchaser shall be entitled to immediate repayment of the deposit and interest accrued thereon and the Seller shall be entitled to retain all amounts paid by the Purchaser pursuant to the provisions of 3.3.

## **10. CONDITIONS APPLICABLE PENDING TRANSFER**

- 10.1. Upon the Purchaser taking occupation of the Unit and pending transfer and cession, the following conditions shall apply:
- 10.1.1. save insofar as may be inconsistent with the provisions of this Agreement, the provisions of Section 13(1) of the Sectional Title Schemes Management Act 8 of 2011, shall apply;
- 10.1.2. the provisions of the Rules insofar as they cast any duty upon the owner or occupier of a Unit, shall bind the Purchaser and be enforceable by the Seller;
- 10.1.3. the Purchaser may not make any alterations or additions to the Unit without the prior written consent of the Seller;
- 10.1.4. the Purchaser shall not employ any person or firm to carry out any work of whatsoever nature on or to the Section, Exclusive Use Area or Property or any portion thereof prior to the Transfer Date;
- 10.1.5. the Purchaser shall maintain the interior of the Unit;
- 10.1.6. the Purchaser shall not sell, let or in any other manner dispose of or part with

- (whether temporarily or otherwise) the Unit or his rights of occupation thereof, except with the written consent of the Seller.
- 10.1.7. the Purchaser shall grant access to the Seller's building contractor sub-contractors to implement remedial work referred to in clause 8.3;
  - 10.1.8. the Purchaser shall be responsible for all costs of electricity and water consumed in the Unit insofar as these may be separately metered, as well as the application to register as a user thereof;
  - 10.1.9. the Purchaser shall not store or harbour or allow to be stored or harboured in or about the Unit and/or the Property and/or the Building any article, goods or materials which may vitiate any fire or other insurance policy held by the Seller or increase the premiums payable in respect of such policy;
  - 10.1.10. The Purchaser shall have signed all documents necessary to effect transfer and payments from bond.
- 10.2. The Seller shall, pending the establishment of the Body Corporate:
- 10.2.1. insure the Buildings and all improvements, fixtures and fittings in or upon the Property to the full replacement value thereof against such risks as the Seller may decide;
  - 10.2.2. maintain the Common Property and keep it in a state of good and serviceable repair and in a neat, tidy and sanitary condition;
  - 10.2.3. administer the Property and make all payments in respect of rates, taxes and other imposts, electricity and water consumed upon the Common Property and all other charges in connection with the Property and the Buildings.
- 10.3. If the Building is damaged or destroyed, the Seller may elect to either:
- 10.3.1. Cancel this Agreement by giving the Purchaser notice thereof provided the extent of damage is not less than 50% (fifty per centum) of the Building which as a result thereof is not habitable; or
  - 10.3.2. Keep this Agreement in force and apply any insurance proceeds for the repair or reinstatement of the Building.

## 11. LEVIES

- 11.1. The Purchaser shall be liable from the Occupation Date for levies payable in terms of section 3(1)(a) of the Sectional Titles Schemes Management Act 8 of 2011, calculated in accordance with the participation quota attributable to the Section;
- 11.2. Pending the determination of the actual amount of such levy, the Purchaser shall from the Occupation Date pay on account of such monthly levy an amount equivalent to the Estimated Levy referred to in the Schedule. Upon the determination of the actual monthly levy so payable any amount unpaid or overpaid shall forthwith be paid or reimbursed by one party to the other.
- 11.3. Such levies shall be paid to the Seller until registration of transfer and thereafter to the Body Corporate, monthly in advance on the first date of each and every calendar month provided that if the Occupation Date falls on any day other than the first day of a calendar month, then the Purchaser shall be obliged to pay a pro-rata share of the levies due for the calendar month in which the Occupation Date occurs.
- 11.4. The levies will be payable monthly in advance on the first day of the month, save for the first month in which instance the Purchaser will pay for 2 (two) months in advance.
- 11.5. All levies will be paid directly to the Body Corporate, except that the transferring attorney may levy the first 2 (two) on behalf of the Body Corporate if not formed yet.

## 12. MANAGING AGENT

- 12.1. **The Seller shall be entitled to appoint the first Managing Agent which appointment shall be valid and binding on the Body Corporate for 1 (one) year after the first general meeting of the Body Corporate.**
- 12.2. **The Purchaser gives the Seller the irrevocable power to make this appointment.**

### 13. DEFAULT

- 13.1. If either the Purchaser or the Seller (the "defaulting party"):
- 13.1.1. fails to pay any amount due by that party and remain in default for more than 7 (seven) days of being notified to pay by the other party (the "aggrieved party"); or
  - 13.1.2. . commits any other breach of this Agreement and fails to remedy such breach within a reasonable time of being called upon by the aggrieved party in writing to do so;
- the aggrieved party shall be entitled:
- 13.1.3. to cancel this Agreement and to claim damages, in which event, should the defaulting party be the Purchaser, the Seller shall be entitled:
    - 13.1.3.1. To retain the deposit and accrued interest as pre-estimated damages, or
    - 13.1.3.2. To retain all monies paid by the Purchaser pending determination of the Seller's damages
- or
- 13.1.4. to claim immediate performance of the obligations of the defaulting party, without prejudice to any other rights or remedies, which it may have in law, including the right to claim damages
- 13.2. Should the Purchaser dispute the Seller's right to cancel this Agreement, then pending the determination of that dispute, the Purchaser shall be obliged to continue payment of all amounts payable by him in terms of this Agreement on the due dates thereof and the Seller shall be entitled to recover and accept those payments without prejudice to the Seller's claim for cancellation of this Agreement or any other rights of the Seller whatsoever.
- 13.3. Upon cancellation of this Agreement for any reason whatsoever, the Purchaser hereby undertakes to vacate forthwith the Unit and to procure that the Unit shall be vacated by any persons who occupy it through the Purchaser's title or by his permission. Occupation shall be redelivered in the same good order and condition as at the date of possession.
- 13.4. The Purchaser shall have no claim in respect of variations or improvements to the Unit or Exclusive Use Area.

### 14. COSTS

- 14.1. Occupational interest as determined in terms hereof, shall be for the Purchaser's account.
- 14.2. The Seller shall, in its entire discretion, have the right to make payment on behalf of the Purchaser of all or part of the aforementioned costs. Any such payments made by the Seller shall be refunded to the Seller on demand together with interest thereon calculated from date of payment thereof by the Seller until date of receipt of payment from the Purchaser at the rate as stipulated in 3.4.

### 15. GENERAL

- 15.1. The terms of this Agreement form the sole contractual relationship between the parties hereto and no variation of this Agreement shall affect the terms hereof unless such variation shall be reduced to writing under the hands of the parties hereto.
- 15.2. No extension of time or indulgence granted by either party to the other shall be deemed in any way to affect, prejudice or derogate from the rights of such party in any respect under this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a novation of this Agreement.
- 15.3. Each of the parties hereby undertakes to sign and/or execute all such documents (and without limiting the generality of the foregoing) same include the execution of the necessary Power of

Attorney, Transfer Duty Declarations and bond documents.

## 16. NOTICES AND ADDRESSES

- 16.1 . Each of the parties chooses their respective addresses set forth in the Schedule as their addresses for the purpose of the receiving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement, save that from Occupation Date the Purchaser's address for that purpose shall be the Unit.
- 16.2. Each of the parties shall be entitled from time to time, by written notice to the others to vary its aforesaid address to any other address within the Republic of South Africa which is not a post office box or paste restante.
- 16.3. Any notice given and any payment made by a party to any of the others ("the addressee") which:
- 16.3.1. is delivered by hand during the normal business hours of the addressee at the addressee's said address for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
- 16.3.2. is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's said address for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the fourth day after the date of posting.
- 16.4. Where, in terms of this Agreement any communication is required to be in writing, the term "writing" shall include communications by facsimile or e-mail. Communications by facsimile or e-mail shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 1 (one) hour after the time of transmission.
- 16.5. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to him, notwithstanding that it was not sent to or delivered at his said address aforesaid.

## 17. CESSION

- 17.1. The Seller shall be entitled to cede any of its rights and delegate any of its obligations in terms of this Agreement, and, to the extent that it may be necessary, the Purchaser consents thereto.
- 17.2. The Purchaser shall not be entitled to sell the subject matter or in any way part with beneficial ownership thereof or advertise same for sale prior to the Seller having sold all the units in the Scheme.**
- 17.3 When granting any consent, the Seller shall be entitled to impose such reasonable conditions as is considers necessary in order to protect the interest of all the parties hereto and shall furthermore be entitled to stipulate that such disposal and/or alienation shall be effected through the Agent.

## 18. CONSENT TO JURISDICTION

For the purpose of all or any proceedings, disputes, action or suit hereunder the parties hereby irrevocably agree to the jurisdiction of the High Court of South Africa (Cape of Good Hope Provincial Division).

## 19. GOVERNING LAW

This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of South Africa.

## 20. JOINT PURCHASERS

Insofar as there may be more than one Purchaser of this Agreement, the liability of each of such Purchasers shall be joint and several for the whole amount.

## 21. WITHHOLDING OF PAYMENTS

If any work of whatsoever nature is still required to be done to the Section or any other part of the Property on the date that transfer thereof is tendered to the Purchaser, the Purchaser shall not be entitled to withhold, set off or retain any amounts owing by the Purchaser to the Seller nor shall the Purchaser be entitled to withhold or abate payment of any amount due to the Seller in terms of this Agreement by reason of any breach or alleged breach of the Seller's obligations hereunder.

## 22. COMPANY/CLOSE CORPORATION TO BE FORMED

22.1. In the event of the Purchaser being a Company to be formed the signatory for the Purchaser shall be personally liable for all obligations of the Purchaser as though he contracted in his personal capacity if:

**22.1.1.** the company in respect whereof he acts as trustee is not incorporated within 30 (thirty) days of date of signature hereof by such signature;

and/or

**22.1.2.** the company having been incorporated, fails to adopt and ratify unconditionally this transaction without modification within seven (7) days of incorporation.

22.2. Upon timeous formation of the said company/close corporation and due and timeous ratification and adoption of this transaction as aforementioned the said signatory shall become and be liable to the Seller as surety for and co-principal debtor with the company/close corporation for its obligations as Purchaser in terms of this Agreement under renunciation of the benefits of excussion and division.

## 23. COMPANY/CLOSE CORPORATION/TRUST - SURETYSHIP

In the event of the Purchaser being a Company or a Close Corporation or the Trustees for the time being of a Trust, the signatory for the Purchaser by his signature hereto binds himself to the Seller as surety and co-principal debtor for the whole amount for the Purchaser under renunciation of the benefits of excussion and division for the performance by the Purchaser's obligations in terms of this Agreement.

## 24. NON-LIABILITY

Notwithstanding anything to the contrary herein contained, **the Seller shall not be responsible for any loss or damage which the Purchaser may suffer or any injury to or death of any person which the Purchaser may sustain by any act or omission whatsoever nor neglect on the part of the Seller, its servants, employees or agents, nor shall the Seller be responsible for any loss or damage of any description whether to the property or person which the Purchaser or any other person may suffer by reason of the Buildings or Section at any time falling into a defective state or by reason of any construction conducted by the Seller on the Property or any portion thereof.** The Purchaser shall not be entitled for any of the said reasons or for any other reason whatsoever to withhold payment of any moneys due to the Seller in terms hereof.

## 25. CONDITIONS AND RULES

25.1. The Purchaser agrees to accept the subject matter subject to the terms and conditions imposed by the relevant authorities when approving the Sectional Title scheme and Rules imposed by the Seller and agrees to be bound thereby.

25.2. **The Purchaser authorises the Seller to make such amendments to the Management and Conduct Rules prescribed by the Sectional Titles Schemes Management Act 8 of 2011 as the Seller in the Seller's sole discretion may determine, including rules relating to the allocation and use of Exclusive Use Areas, and hereby irrevocably authorises the Seller to vote for the adoption of such rules at the first meeting of the Body Corporate.** The Purchaser agrees to abide by the Rules of the Body Corporate.

25.3 The Purchaser acknowledges that the Body Corporate shall be established upon the opening of the Sectional Title Register and upon registration of the first Unit in the Scheme.

- 25.4 It is recorded that the rules prescribed in terms of Section 10(2) of the Sectional Titles Schemes Management Act 8 of 2011 are applicable to the building or buildings. From the date of transfer the purchaser shall as owner comply with the provisions of the Act and the rules.
- 25.5 All tenants will be vetted and approved by the appointed letting agent. No more than 4 (four) people may reside in a unit.
- 25.6 **It is recorded that a condition was imposed by the local authority that the maintenance and upkeep of the underpass drainage will be the responsibility of the owners of erven 10124 ,10098, 10102 or portion thereof, Eerste River and the Aan De Wijnlanden HOA. The aforesaid legal entities will together fund the maintenance, upkeep of the water pumps and generator and associated costs. The Purchaser undertakes to cooperate with the adjacent owners to comply with the said condition.**

## 26. AGENTS COMMISSION

It is recorded that the Agent has a mandate to market the subject matter and the Purchaser hereby indemnifies the Seller against any claim or action for the due payment of commission from any other party. The Seller shall be liable for payment against registration of transfer of agent's commission.

## 27. NATIONAL CREDIT ACT

In the event that this Agreement is subject to the National Credit Act 34 of 2005, the Purchaser undertakes that:

- 27.1. Once the mortgage bond is approved and the pre-arrangement statement and quotation is accepted, **the Purchaser shall not do anything that may cause the Purchaser to become over-indebted in terms of the National Credit Act or cause the bank to withdraw the bond approval.**
- 27.2. **The Purchaser shall not do anything between the date of acceptance of the pre-agreement statement and quotation and registration of the mortgage bond which may cause the Purchaser's financial situation to deteriorate.**
- 27.3. At the time of signature of this Agreement, the Purchaser is not -
- 27.3.1. over-indebted and/or
  - 27.3.2. subject to debt review and/or
  - 27.3.3. subject to an administration order.

## 28. PROTECTION OF PERSONAL INFORMATION

- 28.1. The parties record that in the execution of this Agreement they may process certain Personal Information and in doing so, need to comply with the applicable Protection of Personal Information No. 4 of 2013, as amended. The parties accordingly undertake, warrant and represent in favour of each other that they will in execution of this Agreement:
- 28.1.1. Comply with all their respective legal compliance obligations arising from applicable act and where the aforesaid compliance obligations so require, give reasonable assistance to enable the other party to comply;
  - 28.1.2. Take the required level of care and implement appropriate organisational and technical information security measures to procure the security and confidentiality of personal information;
  - 28.1.3. Provide reasonable evidence of its compliance with applicable act upon request by the other party, provided the requesting party can show that it has a right or duty at law to establish such compliance; immediately notify each other in the event of any fact, circumstance or eventuality that will or may have caused a breach of the compliance obligation set out in clause 28.1.1. and 28.1.2. or a change in the applicable act; and
  - 28.1.4. Procure that any third party which may be granted access to personal information by a receiving party, complies with the obligations of this clause 28;
- 28.2. Without prejudice to any other right or remedy, the parties agree to provide all reasonable assistance to each other in the event of a breach of the security and/or confidentiality of personal information, which assistance shall include (without limitation) appropriate steps to comply with the applicable provisions of the act if personal information has been compromised. Ownership of the rights in and to any data exchanged between the parties that contains personal information shall remain reserved to the disclosing party and the receiving party shall only use such data strictly for the performance of its duties in terms of this agreement.
- 28.3. Unless otherwise required by the applicable act, upon termination or expiry of this agreement, or upon earlier request by the disclosing party, the party having received personal information shall return same to the disclosing party or, at the instance of the disclosing party, destroy any record or embodiment of such personal information and provide reasonable proof thereof to the

disclosing party.

28.4. Each of the parties hereby indemnify the other from any cost, claim, damage, loss or penalty that may arise from a breach of the obligations of this clause 28.

SIGNED AT \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 202\_\_

**AS WITNESSES:**

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

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

\_\_\_\_\_  
**PURCHASER** (who warrants, if this agreement is executed by him/her representative or agent that he/she is duly authorised hereto

SIGNED AT \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 202\_\_

**AS WITNESSES:**

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

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

\_\_\_\_\_  
SELLER - duly authorised hereto

**INSTRUCTION TO INVEST TRUST MONEYS**

*(In respect of a conveyancing transaction)*  
*Section 86(4) of the Legal Practice Act, 2014 (ACT 28 of 2014)*

To: De Klerk & van Gend Inc  
 Attorneys, Notaries & Conveyancers  
 Cape Town

**TRANSFER FROM: SOLARIS CREST PROPERTIES (PROPRIETARY) LIMITED**

**TO:** \_\_\_\_\_

**OF : UNIT\_\_ SOLARIS CREST**

I,  
 being the Transferee in the abovementioned transaction, hereby confirm my instruction to De Klerk & van Gend Inc to invest all funds paid to De Klerk & van Gend Inc by me on account of the purchase price, on the basis that:

1. the amount is invested in a trust savings account or other interest-bearing account;
2. the account contains a reference to Section 86(4) of the Legal Practice Act (Act No 20 of 2014, as amended);
3. 5% of the interest earned on the investment will be paid monthly to the Legal Practitioners' Fidelity Fund in terms of Section 86(5) of the Legal Practice Act (Act No 20 of 2014, as amended);
4. the interest which accrues on such investment, is to be for the company/close corporation/my benefit and is to be paid to me/us/it, after deducting the amount stipulated in terms of paragraph 3 hereof and an administration fee of 0,5% p.a. of all monies invested, as soon as possible after the date of registration of the abovementioned transaction;
5. the capital amount invested is to be paid in accordance with the transferor's instructions on the date of registration of transfer.
6. I am aware of the fact that while the funds are so invested with the said bank, the funds are not protected against a possible liquidation of the said bank.

\_\_\_\_\_  
**PURCHASER**

\_\_\_\_\_  
**DATE**

**NOTE: No money will be invested in an interest-bearing trust account until this investment mandate has been furnished and the Purchaser has complied with the provisions of the Financial Intelligence Centres Act (FICA).**