

Hereby the Offer to Purchase through the undersigned

IGROW WEALTH INVESTMENTS PTY LTD

Registration Number 2015/093828/07

which is a Sales Property Practitioner

registered with the PPRA and the agent of:

AFFORDABLE LIFESTYLE ESTATE

DEVELOPMENTS PTY LTD

Registration Number : 2021/848628/07

Herein represented by:

**Johanna Elizabeth Coetzee OR Marisa Carin Janeke
being duly authorised there to**

ADDRESS & postal: 526 Begemann Straat,
Eloffsdal, Pretoria, 0084

TEL: (012) 329 5825
(hereinafter referred to as the SELLER)

and

REG / ID No :

Herein represented by _____
_____ being duly authorised thereto

ADDRESS:

POSTAL ADDRESS: _____

TEL: _____

EMAIL: _____

MARITAL STATUS : _____

1.1 **“the act”** means the Sectional Title Act of 1986.1.2

1.2 **“Body Corporate”** means the Body Corporate of the development scheme as referred to in section 2(1) of the Sectional Titles Scheme Management Act, Act 8 of 2011.

1.3 **“building contractor”** means the building

contractor appointed by the Seller.

1.4 **“section”** means proposed section No. _____ as indicated on the layout plan in the scheme to be known as **True North Apartments, Erf 2358 Sinoville Township**, Local Authority: City of Tshwane Metropolitan Municipality of which the floor area will be approximately _____m2 square metres in extent (later to be indicated on the approved sectional plans)

1.5 **“bond originator”**: means the bond originator agent appointed by the Seller, in its sole and absolute discretion, being **Igrow Home Loans, a division of Igrow Wealth Investments Pty Ltd**

1.5 **“conveyancers”** means Van Rensburg Inc. Tel no. (012) 342 7861, situated at 221 Gordon Road Hatfield Pretoria

1.6 **“Trust Account of Conveyancers”** as stipulated in clause 4.1.7

1.7 **“date of commencement”** means the date that the contractor commences with the works.

1.8 **“reservation deposit”** means an amount equal to **R10 000.00** to be paid within **7 (seven) days** from signature of this Agreement.

1.9 **“further deposit”** means an amount equal to _____ to be paid within **45 (forty-five) days** from signature of this Agreement.

1.10 **“balance of purchase price”** means the difference between the purchase price and the total deposit/s being R_____

1.11 **“date of transfer”** means the date that the property is registered into the name of the Purchaser in the relevant Deed’s Office.

1.12 **“floor plan”** means the plan of the section attached marked **Annexure “B”**.

1.13 **“guarantee due date”** means 45 days from date of signature of this agreement.

1.14 **“independent property inspector”** means means SA Investor Rentals Proprietary Limited, Registration Number: 2014/186623/07, trading as IGrow Rentals whose representatives shall *inter alia* carry out inspections of all the sections in the Scheme and act as the liaison between the

Purchaser and the Seller for the purposes as contemplated in this Agreement;

- 1.15 **“land surveyor”** means the land surveyor to be appointed by the Seller.
- 1.16 **“layout plan”** means the site plan annexed hereto as **Annexure “A”**.
- 1.17 **“occupation date”** means the first of the month, following the month in which the Occupation Certificate was issued by the council or date of registration which ever occur first. The parties record that the anticipated occupation date will be: _____
- 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 **“phase development”** means the development of the Scheme in phases as contemplated in Section 25 of the STA;
- 1.20 **“plans”** means the draft plans prepared by the architect, a copy of which is available for inspection at the offices of the architect.
- 1.21 **“property”** means the unit as described in this clause.
- 1.22 **“Rules”** means the management and conduct rules imposed in terms of the Act.
- 1.23 **“scheme”** means the sectional title development scheme, in respect of the buildings to be named True North Apartments.
- 1.24 **“sectional plans”** means the draft sectional plans to be prepared by the land surveyor, a copy of which will be available for inspection at the offices of the land surveyor, as soon as same has been drawn, and, on approval of such plans by the surveyor general, such approved plans.
- 1.25 **“specifications”** means the specifications of products and finishes as indicated on **Annexure “C”** hereto.
- 1.26 **“structure”** means the foundations, brickwork, concrete and re-enforcing, plaster and the roof.
- 1.27 **Trust account of Conveyancers:** means the trust account into which the further deposit will be paid.
- 1.28 **“this agreement”** means this agreement and all

annexures hereto.

- 1.29 **“unit”** means the section together with its undivided share in the common property appointed to that section in accordance with the quota of the section
- 1.30 **“Property Practitioners Act”**- means the Property Practitioners Act 22 of 2019.
- 1.31 **“PPRA”** means Property Practitioner Regulatory Authority.
- 1.32 **“POPI Act”** means the Protection of Personal Information Act 4 of 2013.

The singular shall include the plural and *vice versa* and words importing one gender shall include the other genders;

In addition to the words and expressions defined in this clause, all words and expressions defined in the schedules hereto shall similarly have the meanings assigned to them throughout this agreement unless inconsistent with or otherwise by the context;

Headings to clauses are for reference purposes only and are not be used in the interpretation thereof.

2. PURCHASE AND SALE

The Seller hereby sells to the Purchaser who hereby purchases the PROPERTY for the purchase price on the terms and conditions set out in this agreement. The PROPERTY shall be constructed in accordance with the plans read together with the specifications.

3. PURCHASE PRICE

The financing and payment of the Purchase Price by the Purchaser, is summarized as follows:

3.1	Purchase Price	R
3.2	Reservation Deposit	R10 000
3.3	Further Deposit	R
3.4	Balance of Purchase Price	R
3.5	Standard Security Package	R
3.6	Loan to be granted	R

4.1 DEPOSIT

- 4.1.1 The Purchaser will pay the reservation deposit, if applicable, as specified in clause 3.2 above

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within 7 days from signing hereof.

4.1.2 The Purchaser will pay the further deposit, as specified in clause 3.3 within **45 (Forty Five) days** from signature of this Agreement.

4.1.3 The further deposit, balance or shortfall as the case may be, paid by the purchaser shall be invested in an interest-bearing bank account, in terms of Section 86(2) of the Legal Practice Act 28 of 2014, and any interest that accrues thereon shall be for the benefit of the Purchaser and shall continue to accrue until the date of transfer whereupon the Conveyancer shall release the capital to the Seller and all the interest thereon to the Purchaser.

4.1.4 The Purchaser acknowledges that he/she is aware that the deposit/ balance or shortfall as the case may be will only be invested once the investment mandate and any other documents as may be necessary have been signed by the Purchaser, and the Purchaser has also provided the relevant FICA documentation as required by the FICA Act 38 of 2001, as amended to the Transferring Attorneys.

4.1.5 Should the transaction not proceed, or fail for any reason attributable to the Purchaser the Conveyancer shall be entitled to retain the Reservation Deposit to cover their reasonable fees and disbursements in administering this transaction which shall include but not be limited to the following:

4.1.5.1 All costs incurred by the Seller

4.1.5.2 Agents commission

4.1.5.3 Wasted costs

4.1.6 The Purchaser must before or on the guarantee due date provide guarantees to the Conveyancer, which guarantees must:

- Be provided by an acceptable bank or other financial institution on the terms and conditions as may be acceptable to the Seller; and
- Guarantee the payment of the balance of the Purchase price to the Seller and/or his nominee upon registration of the property.

4.1.7 All payments shall be made to the Conveyancer's Trust account:

Van Rensburg Inc.

PJJ Van Rensburg (Pretoria) Inc

Nedbank Trust

Account Number: 1602 230 463

Branch 116535 / 198765

4.2 PAYMENT OF THE BALANCE OF THE PURCHASE PRICE

4.2.1 This agreement is subject to the suspensive condition that the Purchaser obtains a loan in the amount as reflected in clause 3.6 above, if any, from a major bank against the security of a first mortgage bond over the Property in favour of such bank. The loan must be approved within 30 (thirty) days after the date of signature of this agreement.

4.2.2 In the event that the loan is not approved within the said period, the period may be extended at the sole discretion of the Seller. If no amount is reflected in clause 3.6 above, then the agreement shall not be subject to the suspensive condition.

4.2.3 The payment of the balance of the purchase price shall be secured by the Purchaser by delivery of an approved bank guarantee to the Seller **within 14 days from the date upon which the Purchaser has been requested** by the Conveyancers.

4.2.4 The Purchaser hereby undertakes to sign all documentation as may be necessary in order to, apply for the loan from a major bank.

4.2.5 The Purchaser undertakes to utilize the bond originator service provided by the Seller.

4.2.6 The Purchaser hereby acknowledges and accepts that should any loan contemplated in clause 4.2.1 above, not be facilitated by the bond originators elected by the Seller then the Purchaser shall be liable for any costs of and incidental to the registration of any mortgage bond necessary to secure such loan.

4.2.7 In the event that the Purchaser secures a loan for less than the loan amount as specified above,

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the following conditions will apply:

- 4.2.7.1 The Purchaser may elect to accept the offer for the lesser amount in which event the Purchaser shall secure the shortfall either by means of a cash payment or by furnishing such other guarantees as may be acceptable by the Seller to the Conveyancers within 7 (seven) days after having been demanded to do so in writing by the Conveyancers.
- 4.2.7.2 The Purchaser may elect to reject the offer for the lesser amount in which event the Purchaser must inform the Seller in writing within 7 (seven) of his intention to cancel the Agreement of Sale.
- 4.2.7.3 In the event that the Purchaser fails to inform the Seller of his intention to reject the offer for the lesser amount, the suspensive condition as contemplated in clause 4.2.1 above will be deemed to have been fulfilled within **7 (seven) days** after being informed by the financial institution that a loan has been offered to the Purchaser in a lesser amount.
- 4.8 If the Purchaser fails to take such steps or if he/she fails to comply or accept any condition reasonably imposed by any potential lender or fails to sign any draw or progress payment documentation, the Seller shall be entitled at his/her election to regard this suspensive condition to be fulfilled and thereafter rely on the clauses of this agreement to recover damages or specific performance in terms of this agreement.

5. COMPLIANCE WITH THE FINANCIAL INTELLIGENCE CENTRE ACT

- 5.1 The Purchaser undertakes to furnish the transferring attorneys with all such documentation as may be required in order to comply with the provisions of the FICA Act 38 of 2001, as amended.
- 5.2 The Purchaser/s undertake to when requested he/she is requested by the Conveyancing Attorneys to do so, to sign all such documentation including the investment mandate, transfer and bond documents and

any other documents as may be necessary in order for the conveyancers to attend to the transfer and investment.

6. TRANSFER

- 6.1 The Parties shall take whatever steps are necessary to have the Property transferred into the name of the Purchaser. However, should any bond to be registered over the Property simultaneously with transfer of the Property, and such bond is not to be registered by Van Rensburg Inc then the Purchaser shall be liable for the costs of registration of such bond including stamp duty and any other disbursements, over and above the purchase price, which payment shall be effected within 7 (seven) days after being requested to do so.
- 6.2 Transfer of the Property into the name of the Purchaser shall take place against payment of the full purchase price plus any other amounts due in terms of any other provision/s payable by the Purchaser to the Seller for the Property.
- 6.3 The Purchaser shall not, due to any delay in the transfer of the property due to any cause whatsoever, be entitled to cancel this agreement or to refrain from paying any amount due or payable in terms of this agreement or to claim damages or compensation or remission of any rental from the Seller.

7. OCCUPATION

- 7.1 In the event that the Purchaser takes occupation of the Property prior to the registration of the Property in the name of the Purchaser, then the Purchaser shall be liable to pay occupational rent in the amount of **R6000 (Six Thousand Rand)** per month, which will be due on the first day of each and every month until such time as the Property is registered in the Purchaser's name.

8. CONDITIONS OF OCCUPATION

From the occupation date Purchaser shall, each and every month, until the body corporate comes

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into being:

- 8.1 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;
- 8.2 waive all claims against the Seller for any loss or damage to the property or for any injury to person which the Purchaser may sustain in or about the property or the development, and hereby indemnifies 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 property or the development, the building or the common property, howsoever such loss or damage to property or injury to person may be caused;
- 8.3 pay on demand all charges in respect of the electricity and other municipal services consumed or utilized in respect of the PROPERTY on or before the due date.
- 8.4 be liable for and pay to the Seller or the appointed managing agent 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.
- 8.5 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 property rendered void or voidable or as a result of which the premiums in respect thereof may be increased;
- 8.6 not make any alterations to the interior of the PROPERTY of whatsoever nature without the written consent of the Seller that shall not unreasonably be withheld;
- 8.7 maintain the PROPERTY in a clean and orderly condition;
- 8.8 not sell or otherwise alienate the PROPERTY

except with the prior written consent of the Seller that shall not unreasonably be withheld;

- 8.9 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 the noise and dust resulting therefrom and 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.

9. SELLER WARRANTIES AND INDEMNITIES

- 9.1 The Seller undertakes to construct and complete the section in accordance with the plans read with the specifications. The Purchaser shall be entitled to appoint an **Independent Property Inspector (hereinafter referred to as "the IPI")** who shall be entitled to do a handover inspection of the Property on behalf of the Purchaser and to sign all documents pertaining to the inspection and handover of the Property
- 9.2 The Property is sold subject to the conditions, reservations and servitudes contained in the title deed and the sectional title register, and such conditions of sectional title as may be imposed by the developer, the local authority or any other authority.
- 9.3 The Seller shall only rectify defects pertaining to plumbing, electrical and latent defects effected by the Seller and resulting from defective materials, or workmanship which arise within 90 (ninety) days from the occupation date provided that the Seller has received written notice thereof within 180 (one hundred and eighty) days from the occupation date.
- 9.4 The Seller shall repair roof leaks resulting from defective materials or workmanship which arise within 12 (twelve) months or one rain season of the occupation date or date of transfer (whichever event occurs first).

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In addition there is a 5 year structural guarantee.

- 9.5 The Seller shall not under any circumstances be liable to any party for any defect, latent or patent, in the Property or the common property of which the Seller is not advised as specified within the time periods stipulated herein.
- 9.6 The Purchaser shall not be entitled to claim cancellation of this agreement or any reduction in the purchase price by reason of any minor variations between the plans as finally registered or any alteration to the number, size or location.

10. POSSESSION AND RISK

- 10.1 Possession of the Property shall pass to the Purchaser on the date of transfer of the property into the name of the Purchaser, and from such date the benefits, risks and liabilities in respect of the Property shall pass to the Purchaser.
- 10.2 The Property is disposed of in terms of this agreement in the condition as it stands, and the Purchaser/the IPI hereby expressly accepts the property in the said condition and hereby knowingly acts in a manner consistent with accepting the property in the said condition.
- 10.3 The Sellers will not be liable for any defects, patent, latent or otherwise in the property nor for any damage occasioned or suffered by the Purchaser by reason of such defect and confirm that no guarantees or warranties of any nature were made by the Seller or their agent regarding the condition or quality of the property or any of the improvements thereon or accessories thereof.
- 10.4 Notwithstanding any provision of this agreement to the contrary, the Purchaser may only occupy the Property once guarantees have been furnished in compliance with this agreement, all other payments due in respect of the purchase price have been provided and the Purchaser has signed all documentation necessary to have the Property transferred into

the name of the Purchaser and has delivered such documentation to the Conveyancers.

11. INSPECTION OF PROPERTY

- 11.1 The Seller or the Seller's duly authorized agent shall be entitled to inspect the property at all reasonable times during the period that the Purchaser is indebted to the Sellers.
- 11.2 Prior to occupation the Purchaser / the IPI shall inspect the property and within 7 (seven) days of inspection of the PROPERTY, together with a representative from the Seller agree and sign a list, which list shall detail all the items in respect of the property which require remedial work by the Seller. The Seller shall attend to those items as soon as reasonably possible after receipt of the list. Upon completion of the repair required in the said list, the Seller shall notify the Purchaser/the IPI by written notice that the remedial work has been completed.
- 11.3 The Purchaser/the IPI shall within 7 (seven) days after the remedial work on the list as referred to in clause above, has been attended to by the Seller, provide the Seller with any and all documentation as may be required to release any retention of any loan granted by any mortgagee to the Purchaser in respect of the Property. **It is specifically agreed that the Purchaser may not take occupation of the Property prior to compliance with the foregoing.**
- 11.4 It is hereby agreed that no alterations, improvements, repairs or amendments of any nature may be done to or on the said property prior to the date of transfer of the Property without the written consent of the Seller.

12. COSTS

- 12.1 Unless otherwise mentioned all costs in terms of this agreement, including but not limited to, conveyancer fees, bond registration costs, and VAT are payable by the Seller. The Purchaser is responsible for the payment of bank costs, such as initiation fee, valuation

fee and for the payment of the deposits for water and electricity of the Property.

13. DOMICILIUM CITANDI ET EXECUTANDI AND JURISDICTION

13.1 All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed to be given effectively:

13.1.1 Upon personal delivery to the person to be notified

13.1.2 When sent by electronic mail, if sent during normal business hours of the recipient.

13.1.3 All written notices posted in a prepaid registered cover addressed to the Purchaser shall be deemed to have been duly delivered to the Purchaser four days after the day on which such notice was posted, and the Purchaser also chooses the said address as his *domicilium citandi et executandi* for all purposes arising directly or indirectly out of this agreement.

13.2 For the purpose of all or any proceedings hereunder the parties hereby consent to the jurisdiction of the Magistrate's Court notwithstanding that such proceedings are otherwise beyond its jurisdiction. However the Seller shall have the right at its sole option and discretion to institute proceeding in any other competent Court in respect of any claim which, but for the foregoing would exceed the jurisdiction of the said Magistrate's Court.

14. MORA INTEREST

14.1 If there is any delay in connection with the registration of transfer for which the Purchaser is responsible, the Purchaser shall compensate the Seller by way of an interest payment on the Purchase price calculated at the rate of 15% (Fifteen Percent) per annum

15. DEFAULT

Should the Purchaser fail to comply with any of the terms and conditions of this agreement and remain in default for a period of 7 (Seven)

days after dispatch of a written registered notice requiring such default be remedied, the Seller shall be entitled to:

15.1 Claim specific performance with regard to the payment of the whole balance of the purchase price then unpaid together with all interest and other moneys which may then be outstanding to effect transfer or

15.2 Cancel this agreement forthwith without any further notice and thereupon retain the reservation deposit to cover its reasonable fees and disbursements as stipulated in clause 4.1.5 paid by the Purchaser under this agreement.

15.3 Upon cancelation take possession and occupation of the property and evict the Purchaser and anyone else who is in occupying the property without prejudice to the Seller's rights to claim damages.

15.4 If the Purchaser disputes the Seller's right to cancel the agreement, then pending the determination of such dispute, the Purchaser shall be obliged to continue to pay all amounts payable by him in terms of this agreement, on the due dates thereof.

15.5 In the event that the defaulting party is the Seller and the Seller remains in default for a period of 7 (Seven) days after dispatch of a written registered notice requiring such default to be remedied, the Purchaser may cancel this agreement and in event of cancellation the total amount of the deposit paid by the Purchaser will be refunded to the Purchaser and the Purchaser shall have no further claims against the Seller.

15.6 An infringement of any of the rules of the Body Corporate shall constitute a breach of contract and the Seller shall have the right to rely on the remedies contained in this agreement.

16. WHOLE CONTRACT

16.1 No variation or alteration of this agreement and no waiver by the Seller of any rights

hereunder shall be of any force or effect unless reduced to writing and signed by the parties.

- 16.2 This Agreement constitutes the whole of the contract between the Seller and the Purchaser and no stipulations, warranties or representations or conditions not recorded herein shall be binding on the Seller unless reduced in writing and signed by the parties hereto.

17. MISCELLANEOUS

- 17.1 Should this agreement be signed on behalf of a company, the agent signing this agreement hereby undertakes that he/or she will as a matter of urgency make the necessary arrangements to register the purchasing company, with one of its main objectives being the adoption and ratification of this agreement. In the event that:-

17.1.1 the company is not registered within 21 (Twenty One) days from the date of signature of this agreement, or within such further extended period as shall be mutually agreed upon in writing between the seller and the purchaser; or

17.1.2 the company having been registered, but failing to adopt and ratify this agreement within 7 (SEVEN) days thereafter then, and in such event, the agent shall be regarded as personally bound and liable in terms of this agreement in the same way as if his/her name had been given as the Purchaser, and in such event he shall be entitled to all benefits and subject to all obligations existing or creating this agreement, as if he or she had entered into it in person.

18. TRANSFER, OPENING OF SECTIONAL TITLE REGISTER AND IMPROVEMENTS TO BE EFFECTED BY THE SELLER

- 18.1 The Scheme is managed and controlled by the **Body Corporate** and rules of the scheme and the Purchaser enjoys and uses the property

subject to the rights of the other purchasers and occupants.

- 18.2 Any failure of the Purchaser or Occupant to comply with the conduct rules of the Scheme shall constitute breach of contract by the Purchaser.

- 18.3 The Purchaser shall accept transfer of the property subject to:

18.3.1 All provisions of the act and subject to such conditions as may be laid down by the local authority as the case may be, in terms of any provisions of the act;

18.3.2 Such servitudes as may be applicable to the land and/or building of which the Property forms a part

18.3.3 Such conditions, reservations and servitudes contained or referred to in the title deed relating to such land

18.3.4 The seller shall not be required to indicate the location of the beacons or pegs on the land or the boundaries of the property and sells the property to the purchaser as per the extent as indicated on the General Plan of the township within which the erf is situated

18.3 The seller shall improve the property in accordance with the specifications.

18.4 If the measurements of the property as stipulated herein differ from those contained in the sectional title register registered by the registrar of deeds, the purchaser shall nevertheless accept transfer of the property as set out in the registered sectional plan, if the discrepancy is less than 10% (ten percent), and the seller shall be deemed to have complied with its obligations in respect of this agreement, notwithstanding any such discrepancy. However, if the discrepancy is more than 10% (ten percent) the purchaser may cancel this agreement, but shall have no other claim whatsoever against the seller.

19. ELECTRICITY COMPLIANCE CERTIFICATE

- 19.1 The Seller herein shall be responsible to supply the Purchaser with the necessary electric compliance certificate in terms of the Electric

Installations Regulations of 2009, before registration of transfer into the name of the Purchaser.

19.2 The party in occupation of the Property at any time after issue of the certificate contemplated in 21.1 above undertakes not to effect any alteration of whatsoever nature to the electrical installation in respect of the Property after the date of issue of such certificate.

20. POPI ACT

20.1 The Purchaser confirms that he/she understands that the purpose for the collection and/or distribution of his/her personal information is to conclude a sale agreement which the Purchaser wants to enter into with the Seller and to further enable the Seller to administer the sale process.

20.2 The Purchaser further acknowledges that he/she further understands that the purpose for the collection and/or distribution of his/her personal information by the Independent Bond Originators (the bond originators) is for the purpose of enabling the bond originators to assist with a bond application

20.3 The Purchaser hereby confirms that he/she understands that the Seller and Bond Originators will ensure the integrity and confidentiality of the Purchaser's personal information in its possession and that the Seller and Bond Originators will take appropriate, reasonable technical and organizational measures to prevent loss or damage and unlawful access to the Purchaser's personal information.

20.4 The Purchaser hereby confirm that he/she understands that the Seller and Bond Originators may not retain the records of the Purchaser's personal information any

longer than is necessary and will dispose thereof as soon as it is no longer required.

20.5 The Purchaser hereby gives his/her/their consent that his/her/their personal information may be used for the purposes as described in clause 20.1 and 20.2 above.

21 PROPERTY PRACTITIONER'S ACT – STATEMENT

21.1 This Agreement contains a Statement regarding of the condition of the Property which is annexed to the Agreement as **Annexure "D"**.

21.2 Definitions: In this clause the following terms bear the following meanings:

- "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and
- "defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

21.3 The Seller of the Property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the Property may rely on such information when deciding whether, and on what terms, to purchase the Property.

21.4 The Seller hereby authorises the appointed property practitioner marketing the Property for sale to provide a copy of the statement annexed hereto as **Annexure "D"**, and to

disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the Property. The owner represents that to the best of his or her knowledge the responses to the statements in respect of the Property contained as per the Statement attached hereto as **Annexure "D"** have been accurately noted as "yes", "no" or "not applicable

21.5 The Seller hereby certifies that the information provided in this report is, to the best of the owner's knowledge and belief, true and correct as at the date when the owner signs this report.

21.6 Purchaser's acknowledgement:

- The Purchaser acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and noncompliance aspects concerning, the property.
- The Purchaser acknowledges receipt of a copy of this statement.

22 CANCELLATION OF THE CONTRACT BY THE SELLER

22.1 The Seller shall be entitled to cancel this agreement in the following circumstances:

- 22.1.1 If for any reason beyond the Seller's control he is unable to perform in terms of this agreement;
- 22.1.2 The Contractor cannot for any reason whatsoever, proceed or complete the property
- 22.1.3 Transfer of the property has not taken place within 60 days of signing hereof.

22.2 In event of cancellation of this agreement the total amount of the deposit paid by the Purchaser will be refunded to the Purchaser

and the Purchaser shall have no further claims against the Seller.

SIGNED AT on theday of

AS WITNESSES:

1.
.....
SELLER

SIGNED AT on theday of

AS WITNESSES:

1.
.....
PURCHASER

2.
.....
PURCHASER