



AGREEMENT OF SALE

For the Sale of a Sectional Title Unit after the completion of the Sectional Title Scheme

ENTERED INTO BY AND BETWEEN

SELLER **BET ALL INVESTMENTS PROPRIETARY LIMITED**

Registration number: 2016/366957/07

(Hereinafter referred to as "the Seller")

and

PURCHASER _____

and

(Hereinafter referred to as "the Purchaser")

PROPERTY **UNIT NUMBER: _____ THE BOLTON**

OFFER TO PURCHASE

The Seller(s) and Purchaser(s) agree to be bound by the terms of the Schedule below ("the Schedule") and the General Terms and Conditions of this Agreement of Sale.

GENERAL NOTICE

We understand that concepts and phrases may be complex and intimidating to you. Please consider this Agreement and its Schedules carefully, as it shall constitute a binding agreement. You will be requested to declare that you understand the content of this Agreement and, more specifically, the fact, nature, and effect of clauses printed in bold. Please note that printing a clause in bold will not affect the enforceability of any of the other clauses. Please do not disregard any clauses not so emphasised as such clauses will be binding and enforceable. You are also encouraged to obtain independent legal advice before signature of the agreement.

THE SCHEDULE

A THE SELLER

Registered Name	BET ALL INVESTMENTS PROPRIETARY LIMITED
Registration Number	2016/366957/07
Duly represented by	JOHANNES JURIE DU PLESSIS
Representative's Identity Number	760526 5001 08 0
Registered Address	1st FLOOR BLOCK A, KNIGHTSBRIDGE, 33 SLOANE STREET, BRAYNSTON, GAUTENG, 2191
Email Address	sales@thebolton.co.za

B THE PURCHASER

Full Names / Registered Name	
Identity / Passport / Registration Number	
Full Names / Registered Name (Purchaser 2 if applicable)	
Identity / Passport / Registration Number	
Contact Number (Purchaser 1)	
E-Mail Address (Purchaser 1)	
Contact Number (Purchaser 2)	
E-Mail Address (Purchaser 2)	
Registered Address	
Duly represented by (applicable if purchaser is Juristic Person)	
Representative's Identity Number	

The Seller and Purchaser hereby select as address at which all notices can be served for all purposes of this agreement.

C THE PROPERTY

Means a Unit consisting of:		
Scheme Name	THE BOLTON	
Section / Unit Number		
To be registered in respect of the land and building or buildings situated at	ERF 263 ROSEBANK TOWNSHIP, LOCAL AUTHORITY: CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY	
Estimate Floor Area		
Estimate Final Participation Quota		
Together with the following Exclusive Use Areas (if any)		
Parking Bays No.		n/a
Storage Unit (if applicable)		n/a
The Participation Quota given above is an estimate and based on the final number and sizes of units in the completed scheme.		
Estimate Levies	R	

D PURCHASE PRICE

Section Purchase Price	
Standard Security Package	n/a
Total Purchase Price (VAT Inclusive)	
Purchase Price in Words	
Reservation Deposit (Excluded from Purchase Price)	R10 000.00 (TEN THOUSAND RAND) Inc. VAT
Reservation deposit due date	Being 2 (TWO) business days from the date of the last signature of this agreement.
Balance Purchase Price	R
Due date of balance of the purchase price	Within 14 (Fourteen) days from date of acceptance of this offer, or if this offer is subject to mortgage bond finance, 14 (Fourteen) days from date of granting of the mortgage bond referred to below.

E MORTGAGE BOND FINANCE

Is mortgage bond finance applicable	
Amount Required / Applied for	
Bond due date	21 (twenty-one) days from date of acceptance of this offer by the Seller.
Automatic extension	21 (twenty-one) days

F OCCUPATION

Occupation date	Refer to clause 14
Occupational Rental	Equal to the rent amount

G PROPERTY PRACTITIONERS / ESTATE AGENT

Registered Name	IGrow Wealth Investments (Pty) Ltd		
Registration Number	2015/093828/07		
Physical Address	Barinor's Vineyard North, Vineyards Office Estate, 99 Jip de Jager Drive, Welgemoed, Bellville, 7530		
Contact Person	Debbie Sherman		
Telephone	021 979 2501	E-Mail	debbie@igrow.co.za

H TRANSFER ATTORNEYS

Registered Name	Leandri Kruger Incorporated t/a LK Attorneys		
Registration Number	2020/540212/21		
Physical Address	Barinor's Vineyard North, The Vineyards Office Estate, 99 Jip de Jager Drive, Welgemoed, Bellville, 7530		
Contact Person	Leandri Kruger		
Telephone	021 979 2501	E-Mail	leandri@lklegal.co.za

I BOND REGISTRATION ATTORNEYS

Registered Name	Tonkin Clacey Incorporated		
Registration Number	2014/082808/21		
Physical Address	105 Corlett Drive (entrance in Ford Street), Birnam, JHB		
Contact Person	Caroline Leppan		

Telephone	011 880 6695	E-Mail	caroline@tcinc.co.za
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J BOND ORIGINATOR

Registered Name	IGROW HOME LOANS, a division of IGrow Wealth Investments		
Physical Address	Barinor's Vineyard North, The Vineyards Office Estate, 99 Jip de Jager Drive, Welgemoed, Bellville, 7530		
Contact Person	Madelein Kottnitz		
Telephone	021 979 2501	E-Mail	bonds@igrow.co.za

K ANNEXURES

ANNEXURE A	Site Development Plan
ANNEXURE B	Finishing Schedule
ANNEXURE C	Disclosure Form
ANNEXURE D	FICA questionnaire
ANNEXURE E	Instruction to Invest Trust Moneys

L ADDITIONAL DOCUMENTS

By signing the Agreement of Sale, the Purchaser(s) confirm that they have received a copy of the additional documents listed hereunder and confirm that they familiarised themselves with the content thereof.
Proposed Budget and Levy Schedule
Sectional Title Plans
Preamble to a Lease Agreement, Draft Lease Agreement and Lease Finances

TERMS AND CONDITIONS IN RESPECT OF THE AGREEMENT TO PURCHASE IMMOVABLE PROPERTY

1 DEFINITIONS AND INTERPRETATIONS

In this Agreement, unless the context otherwise indicates:

- 1.1 **“Agent”** means IGrow Wealth Investments, Registration Number: 2015/093828/07, Registered Address: Barinor’s Vineyard North, Vineyards Office Estate, 99 Jip de Jager Drive, Durbanville, 7550, Telephone Number: 021 979 2501;
- 1.2 **“Agreement”** means this Agreement of Sale, signed by all parties, together with all Schedules attached hereto forming an integral part of the agreement;
- 1.3 **“Body Corporate”** means the Bolton Body Corporate as contemplated in section 36 of the Sectional Title Act and section 2(1) of the Sectional Titles Schemes Management Act;
- 1.4 **“Bond Originator”** means Igrow Home Loans, a division of Igrow Wealth Investments Proprietary Limited as described in the Information Schedule;
- 1.5 **“Bond Registration Attorney”** means the bond registration attorney described in the Schedule;
- 1.6 **“Common Property”** means the land included in the Scheme, such parts of the building which are not included in the Section and land referred to in section 26 of the STA and section 5(1)(d) of the STSMA;
- 1.7 **“Development Scheme”** means the LAND and BUILDINGS in respect of which the SELLER intends to open a sectional Title Register which it envisages calling "THE BOLTON";
- 1.8 **“Estimate Participation Quota”** in relation to a SECTION means a decimal fraction determined in accordance with the ACT;
- 1.9 **“Managing Agent”** means the executive managing agent as contemplated in rule 2(g) of the management rules prescribed in terms of section 10(2)(a) of the STSMA and/or the managing agent as contemplated in rule 2(j) of the said management rules to be appointed by the Seller from time to time;
- 1.10 **“Property”** means collectively, the Section in the Scheme as indicated in the Schedule together with an undivided share in the Common Property apportioned in accordance with the Participation Quota and Exclusive Use Areas as indicated on the Sectional Plan;
- 1.11 **“Purchaser”** means the person or entity, described more fully in Paragraph B of the Information Schedule;
- 1.12 **“Rules”** mean the management and conduct rules from time to time applicable to the owners and residents in the Scheme, which initial rules are available online at <https://www.csos.org.za/regulations/> and as contemplated in Section 10 of the STSMA;
- 1.13 **“Section”** means a section shown as such on the Sectional Plan and set out on the Site Development Plan attached hereto marked Annexure “A”;
- 1.14 **“Sectional Plan”** means the Sectional Plan drawn or to be drawn in respect of the Erf and Buildings in terms of the STA, approved or to be approved by the Surveyor-General and to be registered in the relevant deeds’ registry;
- 1.15 **“Seller”** means Bet All Investments Proprietary Limited Registration Number: 2016/366957/07, Registered Address: 1st Floor Block A, Knightsbridge, 33 Sloane Street, Bryanston, Gauteng, 2191;
- 1.16 **“Exclusive Use Area”** means that part of the Common Property as indicated to the Purchaser and to be allocated to the Purchaser for his exclusive use and enjoyment as contemplated in section 10(7) of the STSMA once the amended rules are approved by the Body Corporate and registered with the Ombud in terms of the provisions of the STSMA;

- 1.17 **"Signature Date"** means the date on which this Agreement is signed by the latter of the Seller or the Purchaser;
- 1.18 **"Transfer Date"** means the date of registration by the Registrar of Deeds, in the relevant deeds' office, of the transfer of the Property into the name of the Purchaser;
- 1.19 **"Transferring Attorney"** means the Transferring attorney described in Paragraph H of the Information Schedule;
- 1.20 **"Unit"** means the section set out on the Sectional Title Plan of the scheme PLUS an undivided share in the common property PLUS sole utilization areas as more fully specified in the schedules hereto read in conjunction with the sketch plans also annexed and the building plans;
- 1.21 **"STSMA"** means the Sectional Titles Schemes Management Act 8 of 2011, as amended and include the Regulations issued under the said act;
- 1.22 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;
- 1.23 Words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include females, and words importing persons shall include a juristic person and *vice versa*;
- 1.24 Where numerical figures are referred to in numerals and words, if there is any conflict between the two, the words will prevail;
- 1.25 Words and expressions defined in the STA and the STSMA will bear the meanings as ascribed to it therein. Subject thereto that where any reference is made in a clause hereof to a provision of the STA, and that provision has been repealed and the subject matter thereof dealt with in terms of the STSMA, then that clause will be read as referring to the relevant provision of the STSMA;
- 1.26 Reference to "days" shall be construed as calendar days unless qualified by the word "business day", which shall mean any day other than a Saturday, Sunday or public holiday gazetted by the Government of the Republic of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between 8.30am and 16.30pm on any business day. Any reference to "time" shall be based upon South African Standard Time.

2 SALE AND PURCHASE

The Purchaser hereby purchases; the Unit, the use of the parking bay and/or garage/storeroom and/or garden (where applicable), subject to the final position as may be determined by the Seller) and an undivided share in the common property as more fully described in the Information Schedule read with the plans also annexed and more fully described in the Sectional Title Plan read with the Register.

3 PURCHASERS ACKNOWLEDGMENT

- 3.1 The Purchaser(s) acknowledges that he is aware of and fully acquainted with the matters hereinafter set forth, namely that:
- 3.1.1 the sectional title plans have been approved by the surveyor general but;
- 3.1.2 the sectional title register in respect of the Property has yet to be opened in the Deeds office as at date of signature of this Agreement and;
- 3.1.3 the Seller shall endeavour to open the sectional title register in accordance with the provision of the Act on or before the return date mentioned in clause 4.1 hereof.

4 SUSPENSIVE CONDITIONS

Save for clauses 1 to 3 above, all of which will become effective immediately, this Agreement is subject to the fulfillment of the following suspensive conditions –

- 4.1 By no later than the 28th of February 2023 (the "Return Date"), the Seller shall endeavour to open the sectional title register in accordance with the provision of the Sectional Titles Act, Act 95 of 1986. The Seller shall at any time have the right to waive this condition on or before the

Return Date or the extended period as may be agreed on between the Parties in writing, which condition is included herein for the benefit of the Seller.

- 4.2 by no later than the Deposit Due Date (Item D of the Schedule), the Purchaser(s) shall make payment of the deposit amount as set out in Item D of the Schedule to the Transferring Attorneys Trust Account;
- 4.3 By no later than the Bond Due Date (Item E of the Schedule), the Purchaser(s) procures a loan/finance for the amount reflected in Item E of the Schedule or such lesser amount as the Purchaser(s) may apply for or accept, on the security of a mortgage bond(s) to be registered over the Property by a recognised Financial Institution, and subject to the terms and conditions imposed by the financial institution at his/her/their/its expense. It is a material term of this condition that the Purchaser(s) signs and submits all documentation necessary to make the application for a mortgage bond(s) in fulfillment hereof. Failure to do so will constitute a breach of contract and shall have the effect of this suspensive condition being fictionally fulfilled. As such the Purchaser(s) acknowledge that:
- 4.3.1 Should the bond(s) be granted for a lesser amount upon the Purchaser's request, the condition precedent shall be deemed to be fulfilled;
- 4.3.2 Should the bond(s) not be granted on or before the Bond Due Date aforesaid, the due date will automatically be extended by the number of days reflected in Item E of the Schedule;
- 4.3.3 The loan will be deemed granted on the date that the financial institution issues a written approval and/or a quotation and/or pre-agreement statement for the loan required or applied for from the Financial Institution and will further be deemed fulfilled upon advice given by the respective mortgagee(s) that the loan(s) has/have been approved in final form; and
- 4.3.4 The Purchaser(s) shall at any time have the right to waive this condition on or before the Bond Due Date or the extended period reflected in Item E of the Schedule, which condition is included herein for the benefit of the Purchaser(s);
- 4.3.5 Notwithstanding anything to the contrary contained herein, this Agreement shall not be subject to the Suspensive condition described in clause 4.3 if the transaction contemplated herein is a cash deal (that being a transaction in terms of which the required loan amount in item of the Schedule is not completed or is stated to be zero).
- 4.4 Unless the Suspensive Conditions have been fulfilled or waived by not later than the relevant date for fulfillment thereof set out above (or such extended period as may be determined by the Seller and written notice of which shall be given to the Purchaser, notwithstanding anything to the contrary contained in this Agreement), this Agreement will automatically lapse and will be of no further force or effect, provided that the Parties will use their respective reasonable endeavors to restore the status quo ante and neither of the Parties will have any claim against the other in terms hereof or arising from the failure to fulfill the Conditions Precedent. It is specifically recorded that in such event, the Seller will, within a reasonable period time after the Agreement has lapsed, refund the Purchaser(s) all amounts which the Purchaser(s) have paid to the Conveyancing Attorneys pursuant to this Agreement.
- 4.5 The SELLER is satisfied with the results achieved by its marketing campaign and, in its sole discretion, confirms that the development is viable; Should the above suspensive conditions not be fulfilled within 12 (twelve) months of the date of signature of this Deed of Sale ("the Suspensive Period") or such extended period as the Seller and Purchaser may agree, in writing, or if the Seller for any reason does not proceed with the proposed development scheme, then the Purchaser shall be entitled to a refund of the deposit, together with interest earned thereon, or to renegotiate a new agreement with the Seller.

5 PURCHASE PRICE

- 5.1 The Purchase Price (including VAT) of the unit is as set forth in the Information Schedule and payable by the Purchaser to the Seller on date of registration.
- 5.2 **Reservation Deposit: R10,000.00** payable within 2 business days (not deductible from the purchase price).

- 5.3 **Additional Deposit:** as set forth in the Information Schedule/balance purchase price payable withing 14 days from the date of mortgage bond approval.
- 5.4 **Mortgage Bond Amount:** as set forth in the Information Schedule to be approved within 21 days of signature of the agreement. The 21-day period will automatically be extended with a further 21 (twenty-one) days if the bond is not approved within the first mentioned period.
- 5.5 All amounts paid on account of the purchase price will, pending the registration of transfer of the UNIT, be held in trust by the Transferring Attorney to be invested in an interest-bearing account, in terms of section 86(4) of the Legal Practice Act. Interest earned on invested funds will, subject to the provisions of section 86(5)(b) of the Legal Practice Act, accrue to the Purchaser and be paid to him on the Transfer Date after deduction of the investment fee due to the Transferring Attorney. The Transferring Attorney are hereby authorised to invest the funds and the Purchaser hereby irrevocably authorises the Transferring Attorney to appropriate interest accrued on money so invested in reduction of all amounts as may be owing by the Purchaser in terms of this Agreement.
- 5.6 **The Transferring Attorney shall only be able to invest the monies paid to them upon (1) delivery of the documentation to the Transferring Attorneys required to be provided in terms of the Financial Intelligence Center Act, 38 of 2001 and (2) signature of such documentation as may be required by the Conveyancer (or the investing bank) to enable the Conveyancer to invest the monies and comply with the investing bank's investment requirements. By initialing hereunder, the purchaser acknowledges having been made aware of the nature and effect of this provision.**
- 5.7 The reservation deposit referred to in clause 5.2 is refundable, except if (1) the bond application documentation is not received in time, OR (2) if the Purchaser was in any way untruthful with his application for a mortgage bond OR (3) incurred additional debt after the mortgage bond was granted causing the bond to be withdrawn by the bank OR (4) if the Purchaser delays the registration process in any manner. The Seller/or his duly appointed agent, save for his rights that he may have in law, reserves the right to then deem an amount of R5000.00 (Five Thousand Rand) of the reservation deposit as an administration fee, and retain same as liquidated wasted costs. **By initialing hereunder, the purchaser acknowledges having been made aware of the nature and effect of this provision.**

6 CLAUSES PERTAINING TO A MORTGAGE BOND

- 6.1 IGrow Home Loans, whom by virtue of their position and expertise can obtain finance for the Purchaser, are hereby appointed by the Purchaser to submit and to process the bond application/s to the relevant financial Institutions.
- 6.2 The Purchaser acknowledges that all applications for the bond will be submitted by IGrow Home Loans to the financial institutions by IGrow Home Loans only. The Purchaser shall take all steps, do all things, and sign all documents required by such originator to pursue any mortgage bond application required in terms hereof.
- 6.2.1 **Should the PURCHASER not source his/her bond finance through IGrow Home Loans the SELLER and/or IGrow Home Loans reserves the right to claim an amount of R10,000.00 (TEN THOUSAND RAND) inclusive of VAT as liquidated damages from the Purchaser. Upon request the Purchaser shall pay the amount to the trust account of the Transferring Attorney and the Purchaser hereby authorises the Transferring Attorney to pay the amount to the Bond Originator upon transfer of the Property. By initialing hereunder, the purchaser acknowledges having been made aware of the nature and effect of this provision.**
- 6.3 The Purchaser warrants that he has the requisite financial means to obtain the mortgage bond in the amount indicated and binds his utmost good faith in pursuing mortgage bond finance as aforesaid and ensuring that registration of the mortgage bond is affected by the Transferring Attorney.
- 6.4 The Seller shall be liable for the bond costs on condition that IGrow Home Loans submits the bond Application, and the authorized bond attorneys are instructed to register the bond.

6.5 The Purchaser will be liable for the payment of correspondent fees and disbursements. However, no such fees will be payable by the Purchaser if the documents are signed at any branch of the bond attorneys in the country.

6.6 The Purchaser is aware that if the mortgage bond has been granted this agreement has become unconditional. If the mortgage bond is withdrawn on his instructions or otherwise before the transfer date, he will remain liable for the provision of guarantees for the balance purchase price. He will be in breach of this agreement should he fail to provide such guarantees or make payment of the balance purchase price into the trust account within 14 (fourteen) days of the bond so withdrawn. By initialing hereunder, the purchaser acknowledges having been made aware of the nature and effect of this provision.

7 GUARANTEE

7.1 Within 14 (fourteen) days of being called upon to do so by the Transferring Attorney, the PURCHASER shall furnish the Transferring Attorney with a bank or other irrevocable guarantee issued by a recognized commercial bank acceptable to the SELLER for the due payment of all amounts payable in terms of this agreement, and/or

7.2 Cash Payment into the trust account of the Transferring Attorney.

7.3 Withdrawal by a guarantor of the bank guarantee for any reasons whatsoever after being issued shall constitute a material breach by the PURCHASER of his obligations to deliver a bank guarantee in terms of this Agreement.

8 TRANSFER

8.1 Transfer of the Property will be affected by the Transferring Attorney reflected in the information schedule contemporaneously with the opening of the sectional title register or within a reasonable time thereafter.

8.2 The Transferring Attorneys will attend to the transfer of the Unit at the Seller's cost.

8.3 The Seller records that he shall obtain a rates clearance certificate from the local authority in respect of the property in terms of section 118(3) of the Municipal Systems Act 32 of 2000. The Seller warrants that when obtaining the rates clearance certificate from the local authority, he shall affect payment of the full debt due to the local authority and shall not limit this to the two years preceding the application for rates clearance figures in terms of Section 118(1) of the Municipal Systems Act 32 of 2000.

8.4 The Purchaser will be required to furnish all information, documentation and sign all transfer and bond registration documents within **7 (seven) days** of being requested to do so, as well as secure any further deposit within 48 hours.

9 COMMISSION

9.1 The Seller is responsible to the Agent for payment of agent's commission in accordance with the rates and on terms as has been agreed between them.

9.2 The Purchaser and the Agent warrants to the Seller that the Purchaser was not introduced to the Property or to the Seller by any person other than the Agent and the Agent was the effective cause of the sale of the property. The Purchaser and the Agent indemnifies the Seller and holds him harmless against any claims for commission that may be made against the Seller by any Estate Agent and/or Agent.

9.3 If the PURCHASER fails to carry out his obligations in terms of this agreement and as a result of such breach this agreement is cancelled, then and in such event, the AGENT shall, without prejudice to the SELLER'S remedies, have the right to recover AGENT'S commission directly from the PURCHASER who shall become liable therefore in the amount calculated at the rate of 3% (three percent) Plus VAT thereon of the purchase price. By initialing hereunder, the purchaser acknowledges having been made aware of the nature and effect of this provision.

10 CONSENT BY PURCHASER TO PAY “RESERVATION DEPOSIT” TO IGROW

Notwithstanding anything else to the contrary, PURCHASER specifically hereby agrees, in accordance with paragraphs 34.6.6 of the Code of Conduct of Property Practitioners Regulatory Authority and hereby instruct the Transferring Attorney to pay over to IGrow Wealth Investments (Pty) Ltd (IGROW) an amount of R10 000,00 (Ten Thousand Rand) being the entire reservation deposit paid by PURCHASER to the Transferring Attorney. PURCHASER is made aware that the reservation deposit will for this reason not be invested. Such payment shall only be payable by the Conveyancer to IGROW once the Transferring Attorney has received proof that PURCHASER’s mortgage bond application relating to such purchase has been approved and the balance purchase price is secured to the satisfaction of the Transferring Attorney, or should PURCHASER forfeit the reservation deposit as provided for. It is furthermore an express condition, that in the event DEVELOPER fails to pass transfer of the property into the name of PURCHASER within 36 (thirty-six) months from date of signature of this agreement and PURCHASER cancels the said agreement as per any cancellation clauses in this agreement, IGROW shall upon demand be obliged to repay such reservation deposit without set-off or any deductions into PURCHASER’S nominated bank account.

11 ELECTRICAL COMPLIANCE CERTIFICATES

- 11.1 The Seller undertakes to obtain from an accredited person, at his expense, an Electrical Certificate of Compliance (“ECC”) and an Electric Fence System Certificate of Compliance (“EFSCOC”) (if applicable) relating to the Property in accordance with the provisions set out in the Regulations to the Occupational Health and Safety Act No.85 of 1993 as amended. The ECC and EFSCOC shall be delivered to the Conveyancing Attorneys prior to the date of occupation or the date of lodgment of the transfer documents at the Deeds Office, whichever date is the sooner.
- 11.2 The Seller warrants that no additions or alterations to the electrical / electric fence system installation have or will be affected after the date of issue of the ECC / EFSCOC.
- 11.3 After delivery of the ECC / EFSCOC, the Purchaser(s) shall have no further claims against the Seller in relation to the electrical / electric fence system installation.
- 11.4 Should the Seller fail to furnish the Certificate(s) as required, the Purchaser(s) shall be entitled to obtain same, and the Seller hereby authorizes the Conveyancing Attorney to reimburse the Purchaser(s) by deducting the costs thereof from the net proceeds of the sale.

12 PROPERTY SOLD (AS IT LIES)

- 12.1 The Seller takes any responsibility to repair any defects or accept liability otherwise for defects that are obvious on inspection of the Property (“patent defects”) or defects which are hidden (“latent defects”) unless it is proven in a court of law by the Purchaser that the Seller knew of such defects and willfully misrepresented the truth to the Purchaser.
- 12.2 The Mandatory Disclosure Form, annexed hereto as Annexure “C”, completed, and signed by the parties, shall form part of this Agreement.

13 FIXURES AND FITTINGS

- 13.1 The Property is sold with all fixtures and fittings of a permanent nature, which the Seller warrants are fully paid for and owned by the Seller and includes Light fittings, stoves, electric fittings, fitted TV aerial(s), blinds.

14 OCCUPATION

- 14.1 If at the time of signature hereof the Purchaser(s) should already be in occupation of the Property in terms of an existing lease agreement the Parties agree that the terms and conditions of such lease agreement shall continue to apply until:
- 14.1.1 such time as the lease agreement is formally canceled by the Parties in writing; or
- 14.1.2 on registration of transfer of the Property into the Purchaser(s) name.

Alternatively

- 14.2 If at the time of signature hereof the Property should be let to tenants in terms of an existing lease agreement then in that event the Purchaser(s) confirms that they have acquainted themselves with the provisions of the lease agreement and acknowledge that upon registration of transfer, the Purchaser(s) substitute the landlord(s) by operation of law.
- 14.3 Vacant occupation of the Property shall be given to and taken by the Purchaser(s) at noon (12h00) on the Occupation Date set out at Paragraph "F" of the Schedule or such other date agreed upon by the Parties in writing.

Alternatively

- 14.4 Should the date of occupation not coincide with the date of transfer, the party entitled to enjoy such occupation whilst the Property is registered in the name of the other party, shall, in consideration thereof, pay to the other party monthly in advance, occupational rental equal to the rental in terms of the lease agreement, per month which will exclude the amount due for water and electricity consumption, at the Transferring Attorney's office, free of deduction or reserve.
- 14.5 The Seller may withhold occupation from the Purchaser in the event of any Conditions Precedent not being fulfilled as provided for in this Agreement, alternatively in the event of the Purchaser being in breach of any of the provisions of this Agreement.
- 14.6 Should the offer be canceled for whatever reason, the Purchaser(s) undertakes to immediately vacate the Property and that no tenancy has been created by having taken occupation prior to transfer.
- 14.7 **If any amount of occupational rental due by the purchaser to the seller remains unpaid on date of transfer of the property and if IGrow Rentals is the appointed agent, then the Purchaser authorises IGrow Rentals to pay the outstanding occupational interest, if any, to the Seller from the rental income received in terms of the lease agreement. By initialing hereunder, the purchaser acknowledges having been made aware of the nature and effect of this provision.**
- 14.8 The Seller may, in his sole discretion, allow the Purchaser or a third party occupying the property through the Purchaser to take occupation of the Property prior to the Transfer Date subject thereto that (1) the Local Authority has issued an Occupancy Certificate for the Section; and (2) the full Purchase Price has been paid or secured; and (3) the Purchaser has signed all documentation on request of the Attorneys and (4) occupational Interest will be payable from date of actual occupation to date of registration.

15 POSSESSION

- 15.1 POSSESSION means when the risk and benefit of the unit pass to the Purchaser. This includes the risk of accidental damage or loss, the responsibility to maintain the property, all costs associated with the property and the benefits of the property, including entitlement to rental income.
- 15.2 Possession shall be given to the Purchaser on Transfer date.
- 15.2.1 From the TRANSFER DATE, all risks in and benefits of the UNIT shall pass to the Purchaser. Therefore, from the Transfer Date, the Purchaser shall be liable for the payment of the Property's rates, electricity, water, refuse, and sewerage costs, connection fees, municipal deposits, amounts due to the Homeowners Association, and all other related charges in respect of the Property.

16 CONDITIONS APPLICABLE PENDING TRANSFER

From the occupation date until the transfer date, the following conditions shall apply:

- 16.1 Unless inconsistent with the provisions of this agreement, the provisions of Section 19 of the Sectional Titles Management Act will be applicable;
- 16.2 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;

- 16.3 the Purchaser will permit any authorized person in writing by the Seller or its agent/s or its employee/s at all reasonable hours on notice, except in the case of emergency (when no notice shall be required), to enter the UNIT for the purpose of inspection, maintenance, and repairs;
- 16.4 the Purchaser may (1) only use the property for residential purposes, (2) maintain the interior of the Unit in a fit and proper condition and (3) may not make any alterations or additions to the Unit;
- 16.5 the Purchaser shall be responsible for any damage caused to the UNIT by the Purchaser or any person claiming access of occupation through him;
- 16.6 the PURCHASER shall be responsible for and pay to the SELLER promptly and on demand all costs of electricity and water consumed in the UNIT as separately metered or alternatively, if no separate meter is applicable in respect of the water, then on a pro rata basis as determined by the SELLER;
- 16.7 the Purchaser will not sell/dispose of the Unit before transfer;
- 16.8 if, before transfer of the Unit to the Purchaser, the Unit is destroyed or damaged to such extent that in the opinion of the Seller it is uneconomical to reinstate the UNIT then this sale shall be cancelled, provided that such damage or destruction was not caused as a direct result of an act or omission by the Seller. In such event all amounts which may have been paid by the Purchaser to the Transferring Attorney and the Agent under the provisions of Clause 6 hereof together with interest earned thereon shall be refunded to the Purchaser and the Purchaser shall have no further claims against the Seller. If the Unit is destroyed or damaged due to the actions of the Purchaser, then the provisions of this clause shall not apply.
- 16.9 The PURCHASER acknowledges that he may suffer inconvenience from building operations, noise, dust, and other nuisance factors from time to time after the OCCUPATION DATE arising from the development of the DEVELOPMENT SCHEME and same shall accordingly not be a breach of this agreement. The PURCHASER shall therefore not be entitled by reason of any of the afore going to cancel or withdraw from this agreement or claim damages from any person or institute interdict proceedings. The Purchaser indemnifies the Seller against any claim by reason of such inconvenience, provided that such inconvenience is not caused by the intentional or grossly negligent act/s of the Seller or its agent/s or its employee/s.

17 INSPECTIONS AND PATENT DEFECTS

- 17.1 The expression "Patent Defects" means all and any incomplete work in the property and all and any faults or defects in the property which are because of the defective design and/or of the use of defective materials and/or defective workmanship and which:
- 17.1.1 the incomplete work and/or faults and/or defects reasonably impair the use of the unit as a residential dwelling;
- 17.1.2 are visible upon a reasonable inspection of the property;
- 17.1.3 are reasonably required to be remedied to render the unit reasonably suitable for occupation as a residential dwelling.
- 17.2 Prior to the OCCUPATION DATE, the PURCHASER and/or his duly authorised representative shall, together with the duly authorised representative of the SELLER, inspect the property on a date specified by the SELLER.
- 17.2.1 The PURCHASER and/or his duly authorised representative shall, within 3 (three) days after inspection, furnish the Sellers representative with a list of patent defects, which defects the Seller will rectify before occupation.
- 17.2.2 Once the patent defects have been remedied to a reasonable satisfaction of the PURCHASER, the Purchaser or his representative will sign a letter of satisfaction ("happy letter") which must be acceptable to the mortgagee (if applicable).
- 17.3 As soon as the patent defects in the defects list have been remedied the property will be deemed to be finally completed.
- 17.4 The purchaser shall grant the necessary workmen and contractors' reasonable access to the property for the purpose of remedying the patent defects if the purchaser is in occupation of the

property during the 20-day period during which the patent defects are to be remedied.

Should the purchaser fail to attend the said joint inspection of the property or fail to

- 17.5 grant access to the property, then the purchaser shall be deemed
- 17.6 to have acknowledged, as at the date of transfer, that:
- 17.6.1 no patent defects existed;
- 17.6.2 the seller is not under any obligation to remedy any patent defects; and
- 17.6.3 that the section for the purposes of this agreement is reasonably suitable for occupation as a residential dwelling. In the event of any dispute arising between the parties as to whether any incomplete work and / or faults or defects in the section (which are a result of the use of defective material and / or defective workmanship) is a patent defect and / or whether the seller has remedied same and / or whether the section is reasonably suitable for occupation as a residential dwelling a certificate by the architect (acting as expert and not as an arbitrator) certifying that the patent defects have been remedied shall be final and binding on the parties. The architect's determination shall include a determination as to which of the parties shall bear liability for payment of the architect's costs in making his said determination (and if both parties are to bear such liability, then the parties' respective portion thereof).
- 17.7 Provided that the seller has ensured that its contractors have remedied the patent defects listed in the defects list or the architect has determined that the unit is reasonably suitable for occupation as a residential dwelling, the purchaser shall within no more than 2 (two) business days after presentation of the letter of satisfaction, attend to signature thereof in the format required by the seller and/or the mortgagee, if applicable, wherein the purchaser unequivocally and unconditionally declares his acceptance of the property as being complete.

18 INSPECTIONS AND LATENT DEFECTS

- 18.1 "Latent defects" shall mean all and any incomplete work in the property and all and any faults or defects in the section which are as a result of defective design and/or the use of defective materials and/or defective workmanship, and which said incomplete work and faults, or defects reasonably impair the use of the unit as a residential dwelling which:
- 18.1.1 existed at the time of the joint inspection of the property mentioned in clause but were not visible during the said inspection or if the joint inspection was not held by virtue of the purchaser having failed to attend same, would in any event have not been visible during the said joint inspection); and/or
- 18.1.2 in so far as the roof of the property is concerned, becomes manifest or apparent within a period of 12 (twelve) months after the occupation date, and in so far as parts of the property other than the roof is concerned, becomes manifest or apparent within a period of 6 (six) months after the occupation date;
- 18.1.3 which did not arise out of any misuse or abuse of the section by the purchaser; and
- 18.1.4 which are reasonably required to be remedied to render the unit reasonably suitable for occupation as a residential dwelling.
- 18.2 The seller shall, at their cost, and within a reasonable period, rectify any latent defects in the section, provided that:
- 18.2.1 the purchaser shall have given the seller notice of the latent defect within the period stipulated in clause 18.1.2.
- 18.3 The purchaser grants the relevant workmen and contractors' reasonable access to the property for the purposes of remedying the latent defect/s.
- 18.4 The Purchaser accepts the appointment of the Independent Property Inspector to act as the exclusive liaison between the Purchaser and the Seller and undertakes not to contact the Seller directly. The Purchaser shall not be precluded from exercising his rights in terms of Section 56 as read with Section 55 of the Consumer Protection Act in so far as they may be applicable.

- 18.5 The Purchaser undertakes to give access to the Seller and its contractors after the Occupation Date to enable them to attend to the remedying of the Defects indicated in any of the above defect's lists. If they are unsuccessful to get access to the Section at least twice within a period of 30 (thirty) days from date on which the Seller first notifies the Purchaser that access is required for the purposes contemplated in this clause, the parties agree that (1) it will be deemed that the Purchaser does not require any such items to be remedied, (2) that he is satisfied with the condition of the Property and (3) that the Purchaser has released the Seller and its contractors from any obligations with regard to the repair of any patent defects.
- 18.6 A certificate issued by the Principal Agent to the effect that the defects referred to in the Defect Lists have been rectified shall be final and binding on both parties and shall relieve the Seller from any further obligation in respect of such defect.
- 18.7 The Purchaser acknowledges and agrees that he shall have no claim against the Seller in respect of defects, whether latent, patent or otherwise in the Common Property or the Unit/s save for defects of which the Purchaser shall have notified the Seller.

19 WARRANTIES

- 19.1 The Unit forms part of an existing structure older than 5 (five) years and as such is not required to be enrolled with the National Home Builders Registration Council;
- 19.2 The seller undertakes to cede all warranties in respect of the buildings, more specifically the roof of the building to the Body Corporate.

20 BODY CORPORATE AND MANAGING AGENTS

- 20.1 Upon transfer the Purchaser will become a member of the Body Corporate. The Purchaser agrees to abide by the rules and regulations of the Body Corporate as established by law and/or determined or established by the Seller.
- 20.2 The Seller will 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 date of the first annual general meeting of the Body Corporate, provided that such appointment complies with section 6(2) of the Rules. Insofar as it may be necessary, the Purchaser grants the Seller the irrevocable power to make such an appointment.

21 MANAGEMENT AND CONDUCT RULES

- 21.1 The purchaser acknowledges that he is familiar with the rules as referred to and contained in Section 10 of the STSMA as published in Government Gazette 40335 of 7 October 2016. A copy of the rules can be viewed on the website at <https://www.csos.org.za/regulations/> a copy will be made available to the Purchaser on request. **By initialing hereunder, the purchaser acknowledges having been made aware of the nature and effect of this provision.**

22 AMOUNTS PAYABLE BY THE PURCHASER

The Purchaser will be liable for payment of the following:

- 22.1 Levies to the body corporate from date of transfer;
Calculated in accordance with the participation quota attributable to each UNIT. The bona fide estimate of the monthly levy, pending the final determination thereof, is as set out in the Transaction details of the Information Schedule. Should the Body Corporate determine an actual levy, after it is having being established, then the actual levy shall replace the estimated levy and the actual levy shall from date of determination by the Body Corporate be payable by the Purchaser.
- 22.2 The purchaser is aware that to effectively manage the water consumption on the property a smart pre-paid water meter may be installed upon registration of the property into the name of the Purchaser. The Purchaser is liable for the payment of the installation estimated at **R6,000.00**.
- 22.3 The installation fees will be subtracted from the reservation deposit on registration of transfer. Should the connection fee exceed the amount of **R10,000.00** the Purchaser will pay the balance to the transferring attorneys on request.

23 RENTAL MANAGEMENT

- 23.1 The SELLER hereby consents that the Property may be let to a suitable tenant with effect from the Occupation Date if the Purchaser does not intend occupying the Property himself.
- 23.2 The PURCHASER hereby appoints the SA Investor Rentals Proprietary Limited, Registration Number: 2014/186623/07, trading as IGrow Rentals, as its sole and exclusive agent to procure and place tenants in the Property and act as his rental agent for period of 3 (three) years from the Occupation Date / Registration Date whichever appears latest on the terms and conditions of IGrow Rentals standard rental management agreement from time to time.
- 23.3 The PURCHASER hereby agrees that should the PURCHASER not appoint IGrow rentals as rental agent any additional discounts/payments including "Rental Assist", granted to the PURCHASER by the SELLER will be forfeited.

24 REFUND TO THE PURCHASER

- 24.1 The PURCHASER shall be entitled to a refund of all amounts paid *in lieu* of the Reservation Deposit and the balance of the purchase price should this Agreement:
- 24.1.1 be cancelled due to the breach of this Agreement by the Seller; or
- 24.1.2 if the Seller decides not to open the Sectional Title Register as contemplated in clause 4.1.
- 24.2 The Agent shall refund to the Purchaser's nominated bank account that portion of the commission paid by the Transferring Attorney to the Agent as commission as contemplated in the Agent Commission clause.
- 24.3 The Transferring Attorney shall refund to the Purchaser's nominated bank account such amounts as remain in trust with the Transferring Attorney after deduction of a portion of the interest accrued liable to the Legal Practitioners' Fidelity Fund in terms of Section 86(5)(b) of the Legal Practice Act and the attorney's investment fee.
- 24.4 The Purchaser shall have no recourse against the Seller and/or the Transferring Attorney for the reimbursement of any monies paid over by the Transferring Attorney to the Agent in terms of his commission.

25 NOTICES OF SERVICE

- 25.1 The Seller's address for service of legal process is stated on the information schedule.
- 25.2 The Purchaser's address for service of legal process is stated on the information schedule.
- 25.3 Any notice in terms hereof may be delivered to the other party ("the recipient") by hand, prepaid registered post, or E-mail.
- 25.4 Any notice given by a party to the other which:
- 25.4.1 Is delivered by hand, to a responsible person, during ordinary business hours, at the physical address provided will be presumed to have been received (unless the contrary is proved by the addressee) on the day and time of delivery; or
- 25.4.2 is sent by prepaid registered post, in a correctly addressed envelope, to the postal address specified above will be presumed to have been received by the recipient on the seventh day after the date of posting; or
- 25.4.3 is sent by email to the E-mail address specified will be deemed (unless the contrary is proved by the addressee), to have been received on the first business day after transmission.
- 25.5 Where in terms of this Agreement any communications are required to be in writing the term writing will include communications by E-mail.
- 25.6 Each of the parties will be entitled from time to time, by written notice to the other party to change his domicile to any other address within the Republic of South Africa which is not a post office box or poste restante. The changed address will be affective after 14 (fourteen) days of such change.

26 BREACH AND CANCELLATION

- 26.1 If either Party ("the Defaulting Party") fails to pay any amount, or fails to provide the guarantee(s) required in terms of this Agreement on the due date, or commits a breach of any other of the terms and conditions of this agreement then the other Party ("the Aggrieved Party") will be entitled to give the Defaulting Party 5 (five) business days (unless the transaction has already been lodged at the deeds office for registration, in which event the notice period will be reduced to 24 (twenty-four) hours written notice to remedy such breach. Should the Defaulting Party fail to comply with such notice, the Aggrieved Party shall be entitled, without prejudice, to any other rights and remedies that it may have in law, including the right to claim damages to:
- 26.1.1 hold the defaulting party to the contract and demand fulfilment of his obligations in terms thereof; or
- 26.1.2 cancel the Agreement without prejudice to the Aggrieved party's rights without any further notice and claim damages suffered because of such breach. If the cancellation was due to the PURCHASER'S breach the SELLER shall be entitled to:
- 26.1.2.1 Retain all amounts paid by or on behalf of the PURCHASER on account of the purchase price as liquidated damages; and/or
- 26.1.2.2 claim all damages suffered by the SELLER by reason of such breach, in which event the parties hereby agree that the SELLER shall be entitled to retain any amounts paid under this agreement in reduction of such damages sustained by the SELLER without prejudice to the SELLER's rights to claim the balance of such damages from the PURCHASER.
- 26.2 If the PURCHASER disputes the SELLER'S right to cancel and/or remains in occupation of the UNIT after the date of cancellation or purported cancellation, the PURCHASER shall continue to pay occupational interest as herein provided in consideration for continuing to occupy the UNIT.
- 26.3 Suppose the Seller institutes legal proceedings against the Purchaser due to his failure to fulfill his obligations in the Agreement. In that case, the Purchaser acknowledges that he will be liable for all legal costs, including collection commission, incurred by the Seller on an attorney and client scale.
- 26.4 Where the Purchaser has forfeited the Deposit, and other amounts in favour of the Seller or the Sellers have become entitled to retain the Deposit or different amounts paid to the Trust Account, the Transferring Attorney will be obliged to pay such charges to the Seller on demand.
- 26.5 Upon cancellation of this Agreement the Purchaser/all persons occupying the Property through him will vacate the Property within 24 (twenty-four) hours of cancellation, and the Seller shall immediately be entitled to resell the property.
- 26.6 If the Purchaser causes an unjustified delay in the registration of the Property and/or bond, which delay results in the relevant documentation not being lodged for registration in the deeds registry, the Seller will have the right, without prejudice to any other right or remedy he may have in law (including but not limited to the right to claim damages) to either: immediately cancel this Agreement or claim specific performance of the terms and provisions of this Agreement.
- 26.7 Notwithstanding anything stated to the contrary herein, the Purchaser shall be entitled to cancel this Agreement by written notice to the Seller if the Seller fails to pass transfer of the Property into the Purchaser's name within 36 (thirty-six) months from the Signature Date. In this event, the Purchaser shall be entitled to a refund of the Reservation Deposit and other amounts (if applicable).
- 26.8 Should the contract be cancelled by agreement the Purchaser shall remain liable for costs incurred which costs cannot be recovered from a subsequent purchaser as liquidated damages. Such costs shall include but not be limited to the wasted costs for preparing and drafting documentation not exceeding R5,000.00 (Five Thousand Rand).
- 26.9 Should the sale be cancelled after complying with the suspensive conditions due to the failure of the Purchaser in carrying out any of his obligations in terms of this agreement the Seller reserves the right to claim from the Purchaser who will be liable to the Seller for payment on

demand of a cancellation fee of up to 5% (five percent) of the Purchase Price as wasted costs as well as Agent's commission as liquidated damages.

- 26.10 The reservation deposit or part thereof shall be used by the Seller/Agent to recover the costs Seller and Purchaser authorise the Transferring Attorney to pay the amount due to the Agent/Seller from the Transferring Attorneys trust account within 5 (five) days of the cancellation of the agreement.

27 DISPUTE RESOLUTION AND ARBITRATION

- 27.1 A dispute concerning this Agreement exists once a party notifies the others in writing of the nature of the dispute and requires it to be resolved under this clause. The parties must refer any dispute to be resolved by:
- 27.1.1 negotiation; failing which
 - 27.1.2 mediation; failing which
 - 27.1.3 arbitration.
- 27.2 Within ten Business Days of notification, the parties must seek an amicable solution to the dispute by referring it to designated and authorised representatives of each of the parties to negotiate and resolve it by the parties signing an agreement resolving it within 15 (fifteen) Business Days.
- 27.3 If negotiation fails, the parties must refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead) (AFSA).
- 27.4 If mediation fails, the parties must refer the dispute within 15 (fifteen) Business Days for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by agreement between the parties) as an expedited arbitration in Johannesburg or Cape Town under the then current rules for expedited arbitration of AFSA. If the parties cannot agree on any arbitrator within a period of ten Business Days after the referral, the arbitrator will be appointed by the Secretariat of AFSA.
- 27.5 These clauses shall not prevent any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction, pending the decision of an arbitrator. The Parties hereby consent to the jurisdiction of the High Court of South Africa in respect of the proceedings referred to herein.
- 27.6 The Parties hereby consent to the arbitration being dealt with on an urgent basis in terms of the Rules of AFSA should either Party, by written notice, require the arbitration to be held on an urgent basis. In such event either Party may apply to the AFSA Secretariat as required in terms of the said Rules to facilitate such urgent arbitration.
- 27.7 The arbitration shall be held at Johannesburg or Pretoria with only the legal and other representatives of the Parties to the dispute present there at and otherwise in terms of the Arbitration Act, unless otherwise provided for herein. The arbitrator shall be a practicing advocate of the Johannesburg or Pretoria Bar of at least ten years' standing, appointed by agreement between the parties to the dispute. Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the giving of notice the arbitrator shall be appointed by the Chairperson of the Bar Council at the request of either Party to the dispute.
- 27.8 The decision of the arbitrator shall be final and binding on the Parties to the dispute and may be made an order of the High Court, at the instance of any of the parties to the dispute.
- 27.9 If a party to a dispute wishes to appeal the decision of the arbitrator, such party shall apply to the arbitrator for leave to appeal within 14 (fourteen) days from the date of the decision of the arbitrator.
- 27.10 If a party to the dispute is granted leave to appeal the decision of the arbitrator, such appeal shall be held before 3 (three) arbitrators appointed in accordance with clauses 27.4 and 27.5, it being agreed that for the purposes of appeal the appointed arbitrators may include a retired judge otherwise appointed.

- 27.11 If a party to the dispute is granted leave to appeal the decision of the arbitrator such party shall furnish security for the costs of the appeal in an amount of R100 000 (One Hundred Thousand Rand) within 30 (thirty) days from the date on which leave to appeal is granted. Should the relevant party fail to furnish security to this effect the leave to appeal shall lapse and the prospective appellant will no longer be entitled to proceed with an appeal and the arbitrator's decision will be final and binding upon the Parties.
- 27.12 The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.

28 CONSUMER PROTECTION ACT, 68 of 2008 (THE CPA) AND DIRECT MARKETING AND COOLING OFF

- 28.1 The SELLER declares that it is selling the Property in the ordinary course of its business, and specific provisions of the Consumer Protection Act 68 of 2008 ("CPA") may be applicable.
- 28.2 Insofar as the CPA governs this Agreement, the Parties' record that the Purchaser(s) has been expressly informed by the Seller that the Property was offered in the specific condition as agreed to between the Parties in the Disclosure Form attached hereto as Annexure "C" and that the Purchaser(s) expressly agrees to accept the Property in the condition indicated on the Disclosure Form.
- 28.2.1 The Purchaser(s) confirms that the Seller has made no representations and gives no warranties in respect of the Property other than those indicated in the Agreement and the Disclosure Form.
- 28.2.2 The Purchaser(s) declares that he was granted fair and ample opportunity to inspect the property and has further familiarised himself with the surroundings of and to the Property, which the Purchaser(s) has done to the Purchaser's satisfaction prior to signing the Agreement.
- 28.3 The Seller and Purchaser acknowledge that it is in the ordinary course of business of the Property practitioner to market various immovable properties. The Estate Agent's primary function is to introduce parties to each other and to assist parties with advice, which advice is primarily intended to facilitate the smooth transfer of immovable properties into the names of purchasers. The Estate Agent is as such a supplier of an advisory service aimed at facilitating the conclusion and successful completion of an agreement of sale between the Seller and Purchaser. The Estate Agent is not the supplier of the Property and as such does not and cannot take any legal liability for the condition of the Property. The Estate Agent thus accepts responsibility for the facilitation service provided by the Estate Agent and for providing honest and just advice at a fair, just, and reasonable price but does not accept any liability for the condition of the Property.
- 28.4 The Purchaser acknowledges that all clauses that limits the risk or liability of the Seller and/or impose an obligation on the Purchaser to indemnify the Seller have been marked in bold and the Purchaser therefore acknowledges that:
- 28.4.1 This Agreement has been fully explained to him and he understands his rights and obligations contained herein; and
- 28.4.2 he is aware of the importance of the wording printed in bold; and
- 28.4.3 he may refer the agreement to an independent third party to secure independent advice prior to signing the Agreement.
- 28.5 In terms of Section 16 of the Consumer Protection Act 68 of 2008, if the Purchaser entered into this Agreement as a result of direct marketing, meaning that the Purchaser was directly or indirectly approached either in person or by mail by the Seller/Seller's Agent for the purpose of promoting or offering to supply, in the ordinary course of business, the sale of the Property hereby sold, the Purchaser would have been entitled to cancel this Agreement without reason or penalty by written notice within 5 (five) days after the Signature Date, or within 5 (five) business days after delivery of the Property.
- 28.5.1 The Seller will not enter into this Agreement if the agreement resulted from direct marketing. The Purchaser therefore warrants that this Agreement is not entered into because of direct marketing.

29 PROTECTION OF PERSONAL INFORMATION ACT NO. 4 of 2013 (“POPIA”)

- 29.1 The Seller(s) and Purchaser(s) to this Agreement irrevocably consent to the collection, recording, storing, and processing of their personal information contained in this Agreement in terms of the Protection of Personal Information Act No. 4 of 2013 (“POPIA”) by the Property Practitioner.
- 29.2 The Parties further irrevocable accept and agree that such personal information will be shared with or made Attorneys, mortgage bond originators, bond registration attorneys, mortgagees, sheriffs, bond cancellation attorneys, financial institutions, SARS, bridging finance companies, the local authority, body corporates, homeowner’s associations, rates clearance agents, Master of the High Court, master’s office agents and courier companies or third-party consultants, when required.
- 29.3 The Property Practitioner shall retain the Party’s personal information for as long as is necessary to give effect hereto and in compliance with any legislation such as FICA and the Property Practitioners Act 22 of 2019.
- 29.4 The Parties have the right to object to the collection, recording, processing, and retention of personal information, save for such information which must be retained by the Property Practitioner in compliance with their statutory obligations. The Parties have the right to request that their personal information be corrected or updated and lodge a complaint with the Information Regulator.

30 GENERAL

- 30.1 The Parties consent in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 (as amended), or any legislation passed in substitution thereof, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28(1) of the said ACT, in any action instituted by either party arising out of this agreement. Notwithstanding anything herein contained, the parties shall be entitled to institute any action against the purchaser arising out of this agreement in any Court having jurisdiction.
- 30.2 If the purchaser is a Company, Close Corporation or a Trust, or any person acting in a representative capacity, the person signing this Agreement on behalf of the Purchaser shall be deemed to have bound himself as surety and co-principal debtor(s) for all the obligations of the Purchaser (and, if applicable, jointly and severally with any other persons signing this Agreement on behalf of the Purchaser), such surety hereby renouncing the benefits of excussion and division the effect of which he acknowledge himself to be aware.
- 30.3 No concession or any other indulgence which may be granted by the Seller to the Purchaser, whether in respect of time for payment or otherwise, regarding the terms and conditions of this Agreement shall be deemed to be a waiver or estoppel of and shall not affect, prejudice, or derogate from the rights of the Seller under this Agreement.
- 30.4 Each of the provisions of this Agreement is separate and severable and enforceable accordingly.
- 30.5 This Agreement is the sole Agreement between the parties, and no amendment, variation, or consensual cancellation hereof will be valid unless reduced to writing and signed by the parties or their duly authorised representatives hereto.
- 30.6 Save as otherwise agreed to in this Agreement, the Purchaser will not be relieved of any of his obligations under this Agreement or be entitled to any reduction of the purchase price or any other amount due in terms hereof if the Seller fails to obtain, or delay in obtaining, any approval of whatsoever nature which may be required for the development to be completed from any governmental authority or if the opening of the Register is delayed for whatever reason.
- 30.7 Neither the Seller nor the Property Practitioner warrant the correctness of the advertisement relating to the Property, nor the square meterage of the stand or the square meterage of the buildings erected thereon or the unit.

31 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 for 10 (ten) days calculated from the date of signature by the PURCHASER and may not be withdrawn by the PURCHASER during the aforesaid 10 (ten) day period.

32 SIGNATURES

Witness signatures are for evidentiary purposes only. If a party to the agreement avers that he did not sign, the person who witnessed the party signing can confirm the signature.

For your own safety it is therefore advised that you sign the agreement in the presence of a competent witness. Subject to the bank's approval, failure to witness the agreement will not affect its validity thereof.

DATED AT _____ ON THIS _____ DAY OF _____ 20__	
_____ Purchaser	_____ Witness: Signature
_____ Co-Purchaser (if applicable)	_____ Witness: Full Name

DATED AT _____ ON THIS _____ DAY OF _____ 20__	
_____ Seller	_____ Witness: Signature