

**THE SELLER DECLARES THAT IT IS SELLING THIS PROPERTY IN THE
ORDINARY COURSE OF ITS BUSINESS**

(In which case the provisions of the Consumer Protection Act 68 of 2008 together with the Regulations thereto apply to the SELLERS' disclosures herein).

OFFER TO PURCHASE - SECTIONAL TITLE

This document constitutes a memorandum of an offer by the Purchaser to purchase the Property and will become a binding agreement of sale if accepted by the Seller:

FULL NAMES OR NAME OF LEGAL ENTITY OR TRUST & NAME AND CAPACITY OF REPRESENTATIVE

.....
.....

ID/Reg no:

.....
.....

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

and

TRANSCEND RESIDENTIAL PROPERTY FUND LIMITED with Registration Number: 2016/277183/06

Herein represented by the undersigned person who by his/her signature hereto warrants that he/she is duly authorized thereto

Eurika De Koker

.....

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

the parties agree as follows:

The Purchaser hereby offers to purchase from the Seller, through the agency of **IGROW WEALTH INVESTMENTS PROPRIETARY LIMITED** (hereinafter referred to as "**IGROW**"), the Property described in clause 1 hereunder (hereinafter referred to as "**THE PROPERTY**"), for the purchase price set out in clause 2 hereunder, on the following terms and conditions:

1. THE PROPERTY

1.1 Sectional Title Property Mafadi Property Services

1.1.1 A Unit consisting of:

Section no: Door no:

Scheme to be known as : **Meadowridge Mews** Sectional Scheme no:

situated at the following address:

27 Dartford Drive, Parklands

Erf 5824 Parklands

Together with an undivided share in the common property in the sectional title scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan as indicated on Sectional plan no. D299/2012

2. PURCHASE PRICE

- 2.1 The Purchase Price is R.....(.....
.....).
- 2.2 The Purchase Price, as stated in clause 2.1 above, is payable by the Purchaser as follows:-
- 2.2.1 The deposit of R.....(.....)
is payable in cash within days of acceptance hereof to the trust account of the Conveyancing Attorneys appointed by the Seller.
- 2.2.2 The balance of the Purchase Price R..... is payable against registration of transfer.
- 2.3 The Purchaser shall, within 14 (fourteen) days after fulfilment of the condition precedent referred to in clause 3.1.1 below, or, if this agreement is not subject to such condition precedent referred to in clause 3.1.1, within 14 (fourteen) days after acceptance hereof, furnish the Conveyancing Attorneys with a guarantee to secure the balance of the purchase price or the full purchase price (as the case may be), such guarantee shall be in favour of the Seller or a payee nominated by the Conveyancing Attorneys.
- 2.4 The deposit as stated in clause 2.2.1 above, is to be paid to the Conveyancing Attorneys, who are hereby authorised to invest such monies in an interest-bearing account, which interest will accrue to the Purchaser, in accordance with the provisions of Section 86(4) of the Legal Practice Act, No. 28 of 2014 at a financial institution of their choice. The Purchaser acknowledges that the Conveyancing Attorneys are not able to invest any amount paid into their trust account, until such time as the Purchaser has complied with all the requirements of the Financial Intelligence Centre Act, No. 38 of 2001 and for which the Purchaser undertakes to comply with as soon as reasonably possible in the circumstances.
- 2.5 If any suspensive condition to which this agreement is subject is not fulfilled, the full deposit, together with accrued interest, shall be refunded to the Purchaser.
- 2.6. The Conveyancer's trust account details are as follows:
- Trust Account MARAIS MULLER HENDRICKS
 - Account Number 409 3733 210
 - Branch Code 632006
 - Reference to use: MB1455 / Unit No. _____ Meadowridge Mews

3. SUSPENSIVE CONDITIONS

3.1 Mortgage Loan Approval

- 3.1.1 This agreement is subject to the suspensive condition that the Purchaser accepts a written Bond Quotation obtained from a financial institution on its usual terms and conditions within 30 (thirty) days of signature, for a mortgage loan in the capital sum of
R.....(.....
.....)
or such lesser amount as may be accepted by the Purchaser, against security of a first mortgage bond to be registered over the Property.
- 3.1.2 The Purchaser will provide documentary proof of their submission of an application for mortgage finance to IGROW within 5 (five) working days of signing this agreement, should the Purchaser not be able to provide such proof, the Purchaser hereby authorises IGROW to submit an application for mortgage finance on their behalf and the Purchaser will within 3 (three) working days submit all relevant documentation as requested by IGROW Wealth Home Loans.
- 3.1.3 Acceptance of the Bond Quotation to be given by no later than 24 (twenty four) hours after receipt whereupon this suspensive condition shall be deemed to have been fulfilled. Failing approval of the loan by the aforesaid date, the agreement shall automatically become null and void and/or of

no force and effect. Such date can be extended for a further period of 30 (thirty) days at the sole discretion of the Seller in writing.

4. TRANSFER

4.1 Transfer of the Property shall be effected by the following Conveyancing Attorneys, Messrs MARAIS MULLER HENDRICKS, Tel: +27 21 943 3000 / Email: marlene@mmh.law which was appointed specifically by the Seller, as soon as the Purchaser has complied with all its obligations as set out in this agreement.

4.2 Costs to be paid by the Seller:

4.2.1 If the Conveyancing Attorneys stated in clause 4.1 or its nominee are appointed for:

4.2.1.1 the bond registration process, the **Seller** shall be liable for the payment of the cost of registering a bond over the Property. These costs shall be payable on transfer.

4.2.1.2 the transfer process, the **Seller** shall pay the costs of registering the transfer of the Property in the name of the Purchaser. As such, the Seller will be responsible for the appointment of the Conveyancing Attorney as noted in 4.1 above.

4.2.2 The cost to procure a rates clearance certificate required for the transfer of the Property.

4.2.3 The cost to procure a levy clearance certificate required for the transfer of the Property.

4.2.4 The cost to procure an insurance certificate that may be required by the financial institution granting a loan to the Purchaser of the Property.

4.2.5 The cost to procure an electrical compliance certificate and any other compliance certificates that may be required under this Agreement for the transfer of the Property.

4.2.6 The **Seller** shall, on demand, pay all such costs as called for by the Conveyancing Attorneys. The rates and taxes are the responsibility of the **Seller** up to date of registration.

4.3 Costs to be paid by the Purchaser:

4.3.1 The **Purchaser** will be liable for Bank Initiation fees and Bank electronic instruction charges.

4.3.2 In the event that the Purchaser appoints, with the Seller's written permission, its own attorneys for the transfer of the Property, the **Purchaser** shall pay all costs involved to affect such transfer.

4.3.3 In the event that the Purchaser applies for his/her own finance, and the application is not done through IGrow Home loans, the cost to register a bond on the property will be for the account of the Purchaser. This provision will not apply if the Purchaser arranges that the bond registration process is still administered by the Conveyancing Attorneys in clause 4.1.

5. OCCUPATION

5.1 If the property is let to tenants, the Purchaser hereby acknowledges having been informed by IGROW or the Seller of such an agreement and that this agreement with particular reference to the occupation date, is subject to the lease agreement. Should the lease period end prior to the date of transfer and the tenant refuses to vacate the Property, the Seller shall do everything that is reasonably possible to give free and unhindered occupation to the Purchaser on transfer as agreed between the parties. The Seller shall not vary the lease after the date of acceptance without the Purchaser's prior written consent.

5.2 Should the Purchaser request to take occupation prior to transfer of the Property or the date as referred to in clause 5.1 above, the Seller shall be entitled, but not obliged, to refuse the Purchaser occupation of the Property in the event that the Purchaser has failed to pay the deposit, or delivered the necessary guarantee to secure the purchase price and/or paid the transfer duty in respect of the purchase of the Property and/or duly signed all the required transfer and bond documents (if applicable).

5.3 If occupation is given prior to transfer of the Property, the Purchaser shall not make any alterations or additions to the Property, without the prior written consent of the Seller. In the event of this agreement being cancelled for any reason whatsoever, the Purchaser shall not be entitled to compensation from the Seller for any improvements of whatsoever nature that he/she may have caused to be effected on the Property, whether with or without the Seller's consent.

5.4 No tenancy or lien or right of retention of whatsoever nature is created by virtue of occupancy before transfer of the Property and the Purchaser's right of occupation shall terminate on cancellation of this agreement, whatever the reason therefore and the Purchaser shall forthwith be required to vacate the Property without notice.

6. OCCUPATIONAL CONSIDERATION

6.1 Should the occupation date not coincide with the date of transfer of the Property, the party enjoying such occupation shall pay to the registered owner an occupational consideration of R..... (.....) per month plus any other amounts as required by the Seller in terms of clause 6.2 below, payable to the Conveyancing Attorneys as stated in clause 4.1 and subject to entitlement of pro rata refunds by way of customary adjustments against transfer of the Property during a month.

6.2 Further to the occupational consideration, should the occupation date not coincide with the date of transfer of the Property, the party enjoying such occupation shall be responsible for the payment of the expenses relating to the consumption of the services. This may include but is not limited to water and sanitation as well as electricity costs. The registered owner of the Property will be liable for the payment of expenses relating to the service fees.

6.3 Where the Purchaser is liable for payment of an occupational consideration, payment in respect of the first month of the occupational consideration shall be made to the Conveyancing Attorneys not less than 1 (one) week prior to the occupation date and thereafter, on or before the first day of every succeeding month.

6.4 Should the Purchaser not have paid the first month's occupational consideration in full prior to the occupation date, the Seller shall be entitled to withhold occupation until such payment is made, without prejudice to his/her right to claim the occupational consideration in full.

6.5 Notwithstanding any claim which either party may have against the other, for damages or otherwise, payment of the occupational consideration shall under no circumstances be withheld and the parties waive their right to set off any amounts against occupational consideration due.

7. POSSESSION AND RISK

Possession of the Property and all the risks and benefits of ownership shall pass to the Purchaser on date of transfer of the Property from which date the Purchaser is liable for the payment of assessment rates and taxes relating to the Property as well as any levies relating to ownership of the Property. The Seller hereby indemnifies the Purchaser against any claims whatsoever that may be made by the relevant authorities/managing agents in respect of arrears rates and taxes/levies at transfer date.

8. COMPLIANCE CERTIFICATES REQUIRED

The Seller hereby undertakes to furnish the Conveyancing Attorneys, prior to the earliest of either the occupation date or registration of transfer, with the undermentioned certificates. All costs incurred in obtaining such certificates, including costs of any repairs, treatments or replacements required in order for the certificates to be issued, shall be borne by the Seller.

Indicate with "X" if required

1	Electrical Certificate of Compliance	
2	Certificate of Compliance of Water Installations, (only applicable to properties in the City of Cape Town)	

9. WARRANTIES AND UNDERTAKINGS

9.1 The Purchaser admits that he has satisfied himself with the nature, condition, extent and location of the Property.

9.2 The Seller is not responsible for pointing out the land survey beacons of the Property to the Purchaser.

9.3 The Property is sold voetstoots, as it is at the date of signature hereof, together with all buildings and all fixtures and fittings and subject to the title conditions and servitudes contained in the title deed(s) of the Property, as the Property stands on the date this agreement is concluded with all visible defects applicable to such Property and of which the Seller is aware of at the time of this sale being concluded. If the Property's size or dimensions have been erroneously described, the description thereof as in the Seller's title deed shall apply. The Seller gives no warranty against defects, other than those specified in the declaration, attached hereto and marked **Annexure "D"** and the declaration does not negate any rights under law.

9.4 The Property is sold subject to all conditions of title and servitudes as may be referred to in the current title deed or any previous title deeds in respect of the Property or any other town-planning scheme conditions that may be applicable to the Property.

- 9.5 The parties hereby agree that this agreement constitutes the entire agreement between them and that no warranties or representations other than those contained herein have been made by any of the parties, or their agents, nor are there any suspensive conditions to this agreement which are not included herein.
- 9.6 No variation or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.
- 9.7 The parties warrant that the information in this agreement and in the personal detail section is true and correct.
- 9.8 The Purchaser warrants that he/she has not been introduced to the Property or to the Seller by any party other than IGROW and that IGROW is the effective cause of the sale and should any other Property Practitioner lodge a claim against the Seller, the Purchaser hereby indemnifies the Seller against such claim(s) plus all costs in connection therewith.
- 9.9 The Purchaser and the Seller warrant that all the material terms of this agreement have been explained to them by IGROW prior to signature of this agreement.
- 9.10 If there is more than one Purchaser in this agreement, their liability in this agreement shall be jointly and severally.
- 9.11 Where the signatory to this agreement does not sign in a personal capacity or as nominee for someone else, he/she warrants proper authorisation to represent the party ("the represented party") which he/she purports to represent and binds himself/herself as surety for and co-principal debtor with the represented party for the due performance by it of all its obligations in terms hereof, and agrees to sign all documents and to bind himself/herself as surety for and co-principal debtor with the represented party as far as it may be required by any financial institution to grant a loan or so as to enable fulfilment of any conditions of this agreement.
- 9.12 The parties agree that this agreement shall in all respects, including the interpretation and implementation thereof, be subject to the laws of the Republic of South Africa.
- 9.13 The parties will sign all documents necessary to effect transfer of the Property as well as to register a mortgage bond (if applicable) and return same and all other documents, resolutions and certificates required by the Conveyancing Attorneys and attorneys attending to the registration of the mortgage bond (if applicable) to them within 7 (seven) days after being requested to do so.
- 9.14 The parties undertake to do everything that may be necessary, incidental or conducive to the implementation of the terms, conditions and import of this agreement.
- 9.15 In this agreement, unless irreconcilable with the context hereof, words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the female and words importing a natural person shall include a juristic person and vice versa.
- 9.16 The reference to days refers to calendar days unless qualified by the word "business", in which instance "business day" shall be any day other than a Saturday, Sunday or public holiday as gazetted by the government of South Africa from time to time.
- 9.17 The headings to each clause are for convenience only and are not to be taken into account for the purpose of interpreting this agreement.
- 9.18 The Parties warrant to each other that all consents required in terms of the Matrimonial Property Act, No. 88 of 1984 have been duly furnished.
- 9.19 The parties warrant that their tax affairs with the South African Revenue Service ("**SARS**") are in order.

10. PROFESSIONAL FEES

- 10.1 The professional fee is included in the Purchase Price and is due by the Seller to IGROW upon signature hereof or, if there are any suspensive conditions, once the suspensive conditions have been fulfilled. The fee becomes payable on transfer of the Property.
- 10.2 IGROW's entitlement to the professional fee is unconditional once due and shall be payable upon transfer of the Property. The Seller undertakes to pay the professional fee to IGROW and hereby irrevocably authorises the Conveyancing Attorneys to deduct the professional fee (plus VAT) thereon, on transfer of the Property, from any amount the Conveyancing Attorneys may be holding in trust in terms of clause 2.1 hereof, or, if there is no such amount held or if the proceeds thereof are insufficient to meet the full professional fee (plus VAT), then the Seller hereby irrevocably instructs the Conveyancing Attorneys to pay the amount, or the balance of the amount due, as the case may be, to IGROW as a first draw against the proceeds of the sale.

11. TERMINATION OF AGREEMENT BY PURCHASER

The Parties record that upon the cancellation or termination of this Agreement as a result of a breach by the Purchaser, all amounts paid by the Purchaser in terms of this agreement shall be paid to or retained by the Seller as rouwkoop or a genuine pre-estimate of liquidated damages. Accordingly, on the happening of such an event, the Purchaser shall be deemed to have authorised the Seller's Conveyancer to pay to the Seller any amount paid by the Purchaser in terms hereof and invested by the Seller's Conveyancer on the Purchaser's behalf. All amounts retained by the Seller shall not constitute a breach of this Agreement.

12. BREACH

- 12.1 Should either party commit a breach of any of the terms of this agreement, and fail to remedy same within 7 (seven) days of being called upon, in writing, to do so, the aggrieved party shall be entitled without prejudice to any other rights which the aggrieved party may have and without prejudice to his/her rights to claim any damages that he/she may have suffered as a result of such breach, to cancel the agreement by written notice to the defaulting party, or to claim specific performance from the defaulting party of his/her obligations in terms of this agreement.
- 12.2 Notwithstanding the provisions of clause 12.1, should the Purchaser fail to pay the deposit referred to in clause 2.2.1 or fail to deliver the guarantee(s) timeously as referred to in clause 2.3 above or fail to comply with the balance of the Purchaser's obligations in terms of this agreement, then without notice, penalty interest shall accrue at 2% (two percent) above the prime overdraft rate charged by the Seller's bankers from time to time, calculated on the Purchase Price. In the event of a dispute arising as to the rate payable, the rate shall be certified by any Manager or Assistant Manager of any branch of the Seller's bank whose decision will be final and binding on the parties. The penalty interest shall accrue from the date on which the deposit or guarantee(s) was/were due in terms on clauses 2.1 and 2.3, or the Purchaser failed to comply with the balance of the Purchaser's obligations, whichever is the earlier, until the actual date the deposit is paid and/or the guarantee(s) is/are delivered or to the date on which the Purchaser complies with its obligations in terms of this agreement, whichever is the later, and shall be payable prior to transfer of the Property. Each payment made by the Purchaser shall be allocated first to the payment of interest and then to the payment of any other monies due in terms of this agreement and thereafter to the reduction of the purchase price.
- 12.3 No latitude, extension of time or indulgence granted by either party to the other shall be construed as prejudicing such party's right to insist on the strict and punctual compliance by the other party with the terms of this agreement.
- 12.4 Should this agreement be cancelled, prior to transfer, **as a result of the Purchaser failing to comply with his/her obligations** herein, then the professional fee in terms of clause 10 shall, notwithstanding the provisions of clause 12.2, become due and payable immediately upon such breach or such cancellation and the Purchaser will be held liable to pay, upon demand, the professional fee (plus VAT) thereon to IGROW.
- 12.5 The Purchaser and Seller choose the addresses as stipulated in the personal detail section attached hereto, as the address at which they will accept delivery or service of all notices and legal processes. All notices required to be given by one party to the other shall be in writing and shall be deemed to be received by the addressee on the 4th (fourth) day following the posting thereof by pre-paid registered post or on the date of delivery thereof if delivered by hand or e-mailed or faxed.

13. COMPANY OR CLOSE CORPORATION

If the Purchaser is acting as representative for a company to be formed, then and in the event of the said company not being formed within 30 (thirty) days from signature of this agreement by the Purchaser or, if already formed, not ratifying and adopting this agreement within 45 (forty five) days from date of signature of this agreement by the Purchaser, the Purchaser in his/her personal capacity, shall be deemed to be the Purchaser and shall be bound by all the terms of this agreement. If the company is formed and duly adopts and ratifies this agreement as aforesaid, then the signatory by virtue of his/her signature hereto, binds himself/herself as **surety for and co-principal debtor** jointly and severally with the company.

In the event of a registered company, close corporation or trust being the Purchaser of the Property, the signatory on behalf of such company, close corporation or trust by virtue of his/her signature hereto binds himself/herself as **surety for and co-principal debtor**, jointly and severally with the company, close corporation or trust for the fulfilment of all the terms and conditions of this agreement.

14. BODY CORPORATE AND THE PARKLANDS HOME OWNERS ASSOCIATION

- 14.1 The Purchaser acknowledges that upon transfer of the Property, they will automatically become a member of the Body Corporate and the Parklands Homeowners Association ("**PHOA**"), and as such will be bound by the authority of the Body Corporate, PHOA and its Trustees, and by the provisions of the PHOA Constitution, Management Rules, including without limitation, the payment of levies determined in terms of the provisions of the aforementioned documents. The Purchaser confirms that he is aware and has fully read the Meadowridge Mews Body Corporate Rules and PHOA Constitution as outlined in **Annexure "C"** and **Annexure "G"** respectively.



14.2 Before written consent to transfer is issued by the Seller and the PHOA in respect of the Property, the PHOA trustees may at their sole discretion, inspect the Property to confirm that the Property complies with the development conditions for Parklands. The Purchaser irrevocably agrees that the title deed of the Property shall include the following condition, as amended from time to time by the Seller and the PHOA trustees:

"The Property shall not be transferred without the written consent of the Parklands Homeowners Association (PHOA), of which the transferee and his successors in title to this property automatically shall become and remain a member."

14.3 Consent fees

14.3.1 Each Purchaser within the PHOA is obliged to pay a once off levy of R1 200.00 (one thousand two hundred rand) or such amount as approved by the PHOA at the time of transfer for the consent to transfer mentioned in 14.3.2 below. The Purchaser pays R1 200.00 (one thousand two hundred rand), or such amount as approved by the PHOA at the time of transfer, for the inspection and administration fee for the issuing of a written consent.

14.3.2 The Purchaser will require a written consent to transfer the Property from the PHOA.

14.4 Connection fees

14.4.1 The Purchaser acknowledges that the Seller or the Managing Agent will have made certain payments to the relevant authority for the supply of electricity and supply of water to the Property.

14.4.2 The Purchaser is liable for the connection fee, currently estimated at R 2 418-00 (two thousand four hundred and eighteen rand). Part of the Purchaser's Non-Refundable Deposit will be utilized for the connection fee.

14.4.3 If the amount of the connection fee, specified in clause 14.4.2 is not sufficient to cover the amount payable by the Purchaser to the Relevant Authority, then the Seller is entitled to recover the additional amounts from the Purchaser in order to cover the Purchaser's connection fees.

14.4.4 The Purchaser is entitled to a refund of the connection fees from the Seller or the Managing Agent if the amount of the connection fees is less than the amount specified in clause 14.4.2.

14.5 The Seller shall be liable for levies and any other costs due and payable to the Body Corporate until registration of transfer of the Property into the Purchaser's name. If after acceptance hereof, but before registration of transfer of the Property, the Body Corporate passes a resolution imposing a Special levy to cater for any future improvements to the scheme, the Purchaser shall be liable for payment thereof. The Purchaser further indemnifies the Seller against any claims in terms of the Section 37 of the Sectional Titles Act.

15. MONTHLY LEVY

A monthly Body Corporate levy is payable by the registered owner of the Property to the Managing Agent, represented by Mafadi Property Services, email: neville@mafadi.co.za at contact 071 332 6832

16. FIXTURES AND FITTINGS

The Property is sold with all fixtures and fittings of a permanent nature (including but not limited to fitted carpets, fixed light fittings and chandeliers, curtain rods, rings, rails and blinds, all fitted cupboards, shelves and mirrors, existing built-in oven/extractor fan, television antennae and all pool cleaning equipment including automatic pool cleaning equipment, burglar alarm, remote control units for automatic gates and garage doors, fitted bar and bar stools) as well as all trees and rooted plants situated on it at the date of signature of this agreement, unless specifically excluded. The Seller warrants that all fixtures and fittings are his/her property and are fully paid for. The Purchaser undertakes to maintain the fixtures, fittings and the Property in the same condition and order from date of occupation to date of transfer of the Property.

16.1 List of additional fixtures and fittings:

.....
.....
.....

17. SIGNATURE IN COUNTERPARTS

This offer to Purchase may be signed in separate counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. A counterpart of this Offer to Purchase in telefax form

shall be conclusive evidence of the original signature and shall be effective in law as the counterparts in original form showing the original signatures.

18. ADDRESS FOR NOTICES, LEGAL PROCESSES AND COMMUNICATIONS

- 18.1 The parties hereby choose their respective addresses, **Annexure "A"** for any notices, legal processes and communication as reflected in the personal detail page. Attached hereto as and subject to the Protection of Personal Information Act, 2013.
- 18.2 Any notice to any of the parties shall be addressed to it in writing at the said addresses and shall either be sent by prepaid registered post, or be delivered by hand, or telefax, or e-mail.
- 18.3 All parties agree that such addresses shall be the exclusive addresses used for delivery of processes or notices in terms of this agreement and shall be deemed to have been received by the party at such address once delivered, even if such party is not present at the address at time of delivery.

19. FICA

The Purchaser acknowledges and accordingly undertakes to comply with all the FICA requirements as set out in **Annexure "B"** hereto within 5 (five) business days from signing this Agreement and to supply to appointed bond originator with all information and documentation requirement by the said bond originator to enable the bond originator to fulfil their obligations in terms of the Finance Intelligence Centres Act No. 38 of 2001 and Prevention of Organised Crimes Act, No. 121 of 1998.

20. PURCHASER

The Purchaser warrants that all the material terms of this agreement have been explained to him by IGROW prior to signature of this agreement, specifically the clauses he initialled next to.

21. PURCHASER

SIGNED BY THE PURCHASER at _____ (place) this _____ day of _____ 20_____

<p>_____</p> <p>As witness 1 Full Name:</p>	<p>_____</p> <p>Purchaser: (Insert Full Name of Purchaser and Name of Representative if signing in representative capacity)</p>
<p>_____</p> <p>As witness 2 Full Name:</p>	<p>_____</p> <p>Purchaser: (Insert Full Name of Purchaser and Name of Representative if signing in representative capacity)</p>

22. SELLER

SIGNED BY THE SELLER AT _____ (place) this _____ day of _____ 20_____

<p>_____</p> <p>As witness 1 Full Name:</p>	<p>_____</p> <p>Seller: Duly Authorised by Resolution</p>
<p>_____</p> <p>As witness 2 Full Name:</p>	

23. IGROW ACKNOWLEDGEMENT


23.1 This agreement has been negotiated by IGrow Wealth Investments (Pty) Ltd (full names of Agent)

23.2 If this document was completed by an intern Property Practitioner, the following clause is to be signed by a Full Status Property Practitioner, which Property Practitioner therefore must have the designation of Full Status Property Practitioner, NQF 4 qualified and has held a Fidelity Fund Certificate for not less than three years.

I, DJ Sherman hereby certify that this document has been completed properly and that I am a fully qualified Property Practitioner.

Signature of Full Status Property Practitioner : 

23.3 DJ Sherman (Full Names of Licence Partner / Team leader) who hereby, on behalf of IGROW WEALTH INVESTMENTS PROPRIETARY LIMITED accepts the benefits of this agreement and accepts the cession contained in this agreement.



Licence Partner / Team leader

ANNEXURE A

DETAILS OF PURCHASER

1.1 Full names and surname:
.....

1.2 Identity number (or date of birth in event of no S.A. Identity Number being available):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

1.3 Spouse's full names and surname:
.....

1.4 Spouse's Identity number (or date of birth in event of no S.A. Identity Number being available):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

1.5 Marital Status:
.....

1.6 If married out of community of property, Antenuptial Contract No:
H.....

1.7 Country of domicile of husband at date of marriage:
.....

1.8 Name of Company / Close Corporation / Trust:
.....

1.9 Company / Close Corporation / Trust Registration Number:
.....

1.10 Full names and surname of representative signing on behalf of Company / Close Corporation / Trust:
.....

1.11 Income Tax Registration number:
.....

1.12 VAT Registration number:
.....

1.13 Telephone no's: (H)..... (W)

1.14 Cell no:
.....

1.15 Facsimile no: Email :

1.16 Present address:
.....

1.17 Postal address:
.....

1.18 Nature of property: Primary residence / Other residential property / Small holding / Farm / Commercial building /

1.19 The source of income/funds to finance the property purchased by is the following:.....

DETAILS OF SELLER

1. TRANSCEND RESIDENTIAL PROPERTY FUND LIMITED Registration Number: **2016/277183/06**
2. Address: 54 Peter Place, Peter Place Office Park, Block C, Bryanston
3. Email: EDeKoker@IHSinvestments.co.za
4. Telephone no's: (011) 300 8600

ANNEXURE B

FICA CHECKLIST

1. Copy of –
 - 1.1. Green-bar coded ID book; or
 - 1.2. Smart ID card (both sides).
2. Proof of Residence: Any document, no older than 3 months, that contains the Purchaser's name, surname and physical address.
3. SARS Income Tax Number.
4. Copy of Marriage Certificate (if applicable)
5. Copy of Antenuptial Contract (if applicable)

ANNEXURE C

ACKNOWLEDGEMENT OF MEADOWRIDGE MEWS

BODY CORPORATE RULES AND PHOA CONSTITUTION RULES

1. The Purchaser hereby acknowledges receipt of the following documents:
 - 1.1 Meadowridge Mews – Body Corporate Rules; and
 - 1.2 PHOA Constitution Rules.
2. By signing below, the Purchaser confirms that they have read, understood and accepted the abovementioned documents, which are available upon request.

SIGNED BY THE PURCHASER at _____ (place) this _____ day of _____ 20_____

As witness 1

Full Name:

Purchaser:

*(Insert Full Name of Purchaser **and** Name of Representative if signing in representative capacity)*

As witness 2

Full Name:

Purchaser:

*(Insert Full Name of Purchaser **and** Name of Representative if signing in representative capacity)*

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ANNEXURE D

IMMOVABLE PROPERTY CONDITION REPORT IN RELATION TO THE SALE OR LEASE OF ANY IMMOVABLE PROPERTY

1 **Disclaimer**

This condition report concerns the immovable property situated at

Section _____ Meadowridge Mews

[insert deeds office and physical description]

(the "Property"). This report does not constitute a guarantee or warranty of any kind by the owner of the Property or by the property practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the Property.

2 **Definitions**

In this form –

- 2.1 "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and
- 2.2 "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.

3 **Disclosure of information**

The owner 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. The owner hereby authorises the appointed property practitioner marketing the Property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the Property.

4 **Provision of additional information**

The owner represents that to the best of his or her knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the owner have responded to any of the statements with a "yes", the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the response to the statement concerned.

5 **Statements in connection with Property**

	YES	NO	N/A
I am aware of the defects in the roof		X	
I am aware of the defects in the electrical systems		X	
I am aware of the defects in the plumbing system, including in the swimming pool (if any)		X	
I am aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers		X	
I am aware of the defects in the septic or other sanitary disposal systems		X	
I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet		X	

walls and unsafe concentrations of mould or defects in drain tiling or sump pumps		×	
I am aware of structural defects in the Property		×	
I am aware of boundary line dispute, encroachments or encumbrances in connection with the Property		×	
I am aware that remodelling and refurbishment have affected the structure of the Property		×	
I am aware that any additions or improvements made to or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained		×	
I am aware that a structure on the Property has been earmarked as a historic structure or heritage site		×	
ADDITIONAL INFORMATION			
Fair wear and tear acceptable			
Cracked tiles to be replaced			
Broken taps, Stove tops, Oven, Cupboards (including hinges) to be repaired/replaced			
Tenant deposit to be transferred to IGrow Rentals for further management after registration			
Ingoing and interim inspection report with current tenant to be provided			
Original and renewal lease agreements			
Full transaction history on current tenant			

6 **Owner's certification**

The owner 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.

7 **Certification by person supplying information**

If a person other than the owner of the property provides the required information that person must certify that he/she is duly authorised by the owner to supply the information and that he/she has supplied the correct information on which the owner relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

8 **Notice regarding advice or inspections**

Both the owner as well as potential buyers of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

9 **Buyer's acknowledgement**

The prospective buyer acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliant aspects concerning, the property.

The prospective buyer acknowledges receipt of a copy of this statement.

10 **Signatures**

Signed at on

Signature of owner

Signature of purchaser

Signature of property practitioner

A handwritten signature in black ink, appearing to be 'J. H. C.', is written over the dotted line for the property practitioner's signature.