



AGREEMENT OF SALE

Section Number:	_____
Block & Door Number:	_____
Parking Number/s:	_____
Garden:	Yes <input type="checkbox"/> or No <input type="checkbox"/>

PURCHASER

CO-PURCHASER

THIS CONTRACT CONSISTS OF:

the PARTIES, SCHEDULE AND DEED OF SALE - SECTIONAL TITLE

and

ANNEXURES :

- | | |
|---|------------|
| 1. Site Development Plan and Parking Layout | Annexure A |
| 2. Unit Floor Plan | Annexure B |
| 3. Schedule of Finishes | Annexure C |
| 4. Participation Quota/ Estimated Levy Schedule | Annexure D |

Initials: _____

SALE AGREEMENT

Between

THE SELLER

ALPHA101 INVESTMENTS (PTY) LTD

Registration No: **2018/256070/07**

c/o JHB101 GROUP

Block A, Infinity Business Park

4 Pieter Wenning Road

Fourways, 2191

Johannesburg

T: 011-011-9299

E: louwi@jhb101.co.za

(SELLER)

AND

(PURCHASER)

(CO-PURCHASER AND/OR SURETY)

(SECTION NO.)

in the Scheme known as:

INGADI VILLAS

Initials: _____

SCHEDULE

Details:	Purchaser	Spouse / Co-Purchaser
Full Name:		
*Physical Address:		
*Postal Address:		
Tel (W):		
Tel (H):		
*Cell:		
*Email Address:		
Occupation:		
Place of Birth:		
Identity No:		
*Status: (Circle which is applicable)	Single / Married (ANC / COP / Foreign) / Divorced / Widow / widower	Single / Married (ANC / COP / Foreign) / Divorced / Widow / widower
Monthly Income:		
Income Tax No:		

(*Complete for purposes of Clause 18)

Other Legal Entities: Company / Company to be Formed / CC / Trust	
Name of Co. / CC / Trust (Circle which is applicable)	
Registration No:	
*Physical Address:	
*Postal Address:	
*Registered Address: (If not the same as Physical Address)	
Tel:	
*Email Address:	
Contact Person of Legal Entity:	

Initials: _____

Contact no. of Contact Person of Legal Entity:	
Auditors Name:	
Tel No:	
Income Tax No:	

(Complete for purposes of Clause 18)

Securing deposit (In terms of Clause3):	R10 000
Purchase price (Inclusive of VAT) Payable as set out below:	R _____
Less deposit of purchase price (EFT) (If applicable, please complete):	R _____
Bond amount (If applicable, please complete):	R _____
Strictly cash or partly cash sale (If applicable, please complete):	R _____
Balance of the purchase price (If applicable, please complete):	R _____
Monthly occupational interest:	0.8% of purchase price
Occupation date:	Upon issuing of the Occupation certificate

1. DEFINITIONS AND INTERPRETATIONS

1.1. For the purpose of this Agreement, unless the context indicates otherwise:

1.1.1. **“Architect”** means the **Architect**, appointed by the Seller to act as such in respect of the Development Scheme.

1.1.2. **“Selling Agent”** means _____ of _____ appointed by the Seller to act as such in respect of the Development Scheme.

1.1.3. **“Conveyancers”** or **“Seller’s Attorneys”** means **NAM-FORD INCORPORATED:**

Address: 37 Landsborough Street, Robertsham, Johannesburg 2091
 Tel / Fax No: (011) 210-2800 / (011) 433-2775
 Contact Person: Naseema Saleh
 Email: naseemas@nam-ford.co.za

1.1.4. **“Exclusive Use Area”** means an Exclusive Use Area at the election of the Seller, as stated in terms of Section 27 or Section 27A of the Sectional Titles Act.

Initials: _____

- 1.1.5. **“the Land”** means **Holding 68, KEMPTON PARK AGRICULTURAL HOLDINGS EXTENSION 2**, situate at **Anemoon Street, Glen Marais, Kempton Park, Gauteng**, to be known as **Erf 3445 GLEN MARAIS EXTENSION 118 TOWNSHIP, Registration Division I.R., Province of Gauteng**.
- 1.1.6. **“Participation Quota”** means, in relation to a section, the decimal fraction allocated thereto in the Sectional Plan and which is calculated in terms of Section 32 of the Act and set out in Annexure D.
- 1.1.7. **“the Parties”** means the Seller and the Purchaser.
- 1.1.8. **“the Project Manager”** means the Project Manager appointed by the Seller to act as such in respect of the Development Scheme.
- 1.1.9. **“Rules”** means the Conduct and Management Rules as prescribed by the said Act (and as may be subsequently amended by the Seller).
- 1.1.10. **“Section”** or **“Unit”** has the meaning set out in the Sectional Titles Act No 95 of 1986, and with particular reference to this Agreement shall mean that section forming part of the Unit (the Unit includes an undivided share in the common Property) which is sold and is to be transferred in terms of this Agreement notwithstanding that the Sectional Plan relating thereto may not yet be approved or registered. The Section/Unit/Property, which words have the same meaning and are used interchangeably in this Agreement.
- 1.1.11. **“the Signature Date”** means the date of the last signature of this Agreement, provided that all Parties sign the Agreement.
- 1.1.12. **“Transfer”** means register in the relevant office of the Registrar of Deeds, of the Transfer of the Property into the name of the Purchaser.
- 1.2. Where a number of days are prescribed, (other than when it expressly states business days), they shall consist of all days (i.e. including Saturday, Sunday and Public Holidays) and shall exclude the first day and include the last day.

2. THE SCHEME

- 2.1. The Seller has prepared the Development Scheme, under the Sectional Titles Act No. 95 of 1986 (the “Act”) for the Land. The Purchaser shall have no claim against the Seller for any discrepancies between the boundaries and areas of the proposed Section and Exclusive Use Area/s on the final and completed Section and Exclusive Use Area/s. The extent of the Section and any Exclusive Use Area/s shall not differ by more than 10% of the area indicated on the unit floor plan, Annexure B.

Initials: _____

- 2.2. The Seller shall erect the Section on the Land in accordance with the Site Development Plan (**Annexure "A"**), the Unit Floor Plan (**Annexure "B"**) and Schedule of Finishes (**Annexure "C"**) and subject to clause 12 below.
- 2.3. The Seller shall not be obliged to delineate any Exclusive Use Areas on the Sectional Plans but reserves its right at its sole discretion to delineate the Exclusive Use Areas on a Sectional Plan should it elect to do so.
- 2.4. This Agreement is subject to the resolute condition that, should the Seller not achieve its pre-sales target within 9 (nine) months from the Signature Date or such extended period, within the sole discretion of the Seller (provided that the extended period does not exceed a further 9 (nine) months), this Agreement will be null and void in its entirety. On such termination, Nam-Ford Inc, the Conveyancers shall refund the Purchaser, the securing deposit and the amounts paid in respect of the Purchase Price, together with interest earned thereon, less the management fee referred to in clause 3.6 and the trust interest referred to in clause 3.11. None of the parties, including the Selling Agent, shall in such event have any claim whatsoever against the Seller arising out of the termination of this Agreement as contemplated in this clause. This clause is inserted for the benefit of the Seller who is entitled to waive the fulfilment of same.

3. SECURING DEPOSIT, PROPERTY DESCRIPTION AND PURCHASE PRICE

- 3.1. A **Securing Deposit** in the sum of **R10 000.00 (TEN THOUSAND RAND)** is payable by the Purchaser in cash by way of EFT to the Conveyancers within 48 (forty-eight) hours of the Signature Date. The Securing Deposit shall be used towards sectional title levy deposit, water and electricity deposit (if applicable), gas deposit and/or any other deposits that may be applicable. The Conveyancers shall account to the Purchasers for same on transfer.
- 3.2. The Securing Deposit is refundable should the Purchaser not obtain the required bond, or if clause 2.4 is applicable. Should this transaction be a cash deal and clause 2.4 is not applicable, the Securing Deposit will not be refundable.
- 3.3. The Purchaser wishes to purchase **Section No.** _____, the use of 1 Parking Bay (2 Beds) or 2 Parking Bays (3 Beds) being EUA/s and/or Garden (EUA) – Yes / No (Circle the applicable option); and an undivided share in the common property in the Development Scheme for the **Purchase Price** of R _____

(including VAT), payable as follows:

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3.3.1. A further cash deposit of R _____,
(_____)
is payable within 7 (seven) days of the Signature Date, in cash by way of EFT. Subject to clause 11, the deposit shall be released to the Seller on transfer and interest earned on the deposit will be refunded to the Purchaser.

3.3.2. Bond amount of *(if applicable, complete)* R _____,
(_____)
Bond to be granted within 30 (thirty) days from the Signature Date, which time period may at the sole election of the Seller without written notice to the Purchaser, be extended for a further period of 30 (thirty) days or such lesser or greater period. Guarantees shall be furnished to the Conveyancers within 7 (seven) days of the latter requesting same.

3.3.2.1. Should the Purchaser not qualify for a loan in respect of the bond amount referred to in clause 3.3.2, but only qualifies for a partial loan, then the Purchaser (read with clause 5.5), at its sole election, shall be entitled to accept the lower bond amount by signing the pre-quotation statement. In those circumstances, the Purchaser undertakes to provide the Conveyancers with a cash deposit for the shortfall within 14 (fourteen) days after the pre-quotation issued by the bank has been accepted and signed by the Purchaser.

3.4. If the sale is **strictly a Cash Sale**, payment is to be made; irrevocable guarantees to be furnished, or cash by way of EFT to be paid to the Conveyancers in respect of the balance of the Purchase Price, as follows:

3.4.1. _____

(Insert how payment is to be made and date thereof).

which amounts shall be released to the Seller on Transfer or when the Seller becomes entitled thereto in terms of clause 11 of this Agreement. The irrevocable guarantee/s shall be issued by a recognised financial institution acceptable to the Seller and on terms acceptable to the Seller. Should the Purchaser opt for a guarantee, the Purchaser acknowledges that they are responsible for the costs of issuing/re-issuing and amending all guarantees as requested by the Conveyancers and failure to co-operate

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and/or the withdrawal of guarantee/s shall constitute a breach by the Purchaser and the remedies in clause 11 shall be applicable.

3.5. Cash deposits and payments shall be made to the Conveyancers into the following account:

CREDIT ACCOUNT: NAM-FORD INC.

BANK: ABSA BANK LIMITED

ACCOUNT NO: 405 0222 850

BRANCH CODE: 334 105

REFERENCE NO: INGADI VILLAS, UNIT NO: _____ (No funds will be invested without a reference number).

IMPORTANT NOTICE: CYBERCRIME HAS BECOME PREVALENT IN SOUTH AFRICA AND HAS A DAMAGING EFFECT ON BUSINESS TRANSACTIONS. NAM-FORD INC. WILL THEREFORE NEVER CHANGE OUR BANKING DETAILS VIA E-MAIL. SHOULD YOU RECEIVE AN E-MAIL WHETHER ON OUR LETTERHEAD OR IN ANY OTHER FORM ADVISING YOU TO USE ALTERNATIVE BANKING DETAILS, IGNORE SAME AND INFORM US IMMEDIATELY.

3.6. The Purchaser hereby authorizes the Conveyancers, to invest any cash amounts paid to them, in an interest-bearing trust account in a bank of their choice, in the name of the Purchaser and any interest earned on such account is for the benefit of the Purchaser.

3.7. The Conveyancers shall charge a management fee for the investment of the trust monies of 7.5% (per centum) plus VAT of the interest earned thereon.

3.8. The deposit/s, instalments and all other amounts payable by the Purchaser in terms of this Agreement shall be payable free of exchange and all bank costs and be payable into the aforesaid trust account of the Conveyancers.

3.9. The Seller shall be entitled to charge the penalty interest of prime plus 2% calculated from the date that payment was due or guarantees were to be furnished, as the case may be, up to and including the date on which payment is made and/or the guarantees are furnished, as the case may be and without prejudice to the Seller's rights in terms of clause 11 below.

3.10. In the event of the rate at which VAT is chargeable being amended after the date of signature hereof by the Purchaser and in circumstances in which the amended rate will apply to this transaction, then the Purchase Price shall be adjusted accordingly, the intention being that the Seller shall receive and retain the same amount after payment of VAT regardless of the rate at which VAT is payable.

3.11. The Purchaser confirms having been made aware that as from 1 March 2019 trust interest earned (at the rate of 5%) on monies paid by the Purchaser in respect of the sale and invested

Initials: _____

by the Conveyancers, will be payable directly to the Legal Practitioners Fidelity Fund (LPFF) on a monthly basis by the bank at which the investment is placed.

- 3.12. The Seller shall not be obliged to invoke the provisions of clause 11, in the event that the Purchaser fails to pay any of the deposits, and the Seller at its sole election shall be entitled to summarily cancel this Agreement the Purchaser will have no claim against the Seller and/or the Selling Agent.

4. OCCUPATION / COMPLETION

4.1. All risk and benefit in the Section will pass to the Purchaser upon transfer. The Purchaser shall accept occupation as set out in the Schedule (hereinafter referred to as the "Occupation Date).

4.2. Notwithstanding, the Occupation Date, the Purchaser shall have no claim whatsoever against the Seller in the event that the Occupation Date/s, for any reason is delayed or anticipated earlier. Should the Occupation Date be amended, the Seller or the Conveyancers shall give the Purchaser 30 (thirty) days written notice on which the Section will be ready for occupation and such date/s shall become the new Occupation Date/s. It will not be necessary for the Seller to give notice from the first of the month, provided that 30 (thirty) calendar days' notice in respect of the Occupation Date is given.

4.3. From the Occupation Date until Transfer, the Purchaser shall be obliged to pay to the Seller:

4.3.1. Occupational Interest as set out in the Schedule payable prior to the occupation date and thereafter monthly in advance from the 1st day of each month.

4.3.2. Electricity and water consumption, from date of occupation, payable monthly in arrears

4.4. Further, the Purchaser shall be liable to pay the utilities and the levy deposits as determined initially by the Seller prior to the Occupation Date, the latest date for payment of same shall be 7 (seven) days before the Occupation Date.

4.5. The Purchaser shall be obliged to sign all documents necessary for transfer and the bond (including the Letter of Completion if so, required by the Mortgagee in respect of the bond granted to the Purchaser) prior to the Occupation Date.

4.6. In the event of a dispute, the Architect certifying that the Section is suitable for occupation shall be final and binding on the parties and notwithstanding that the building as a whole or the common property may not have been completed at such Occupation Date.

4.7. Notwithstanding the provisions of this clause, occupation of the property shall only be given to the Purchaser once the Purchaser has complied in full, with clause 3 (payment of Purchase Price) and clause 4 (payment of the items listed) and signed all documents necessary for the

Initials: _____

Transfer to proceed, including bond documents and the payment of bond costs. Should the Purchaser not be given occupation due to the non-compliance with the above, the Purchaser shall still be liable for Occupational Interest from the aforesaid Occupation Date. Failure by the Purchaser to take occupation or to accept the keys to the Unit will not in any way affect the Occupation Date or the payment of Occupational Interest and levies.

5. BOND

- 5.1. This Agreement is subject to the Purchaser being granted a bond, for the amount referred to in clause 3.2.2 above, by a financial institution approved by the Seller within 30 (thirty) days from the date of signature, which time period may at the sole election of the Seller without written notice to the Purchaser be extended for a further period of 30 (thirty) days or such lesser or greater period at the sole discretion of the Seller. The Purchaser acknowledges that once the Purchaser has signed the pre-quotation statement accepting the bond, the bond condition shall be deemed to be fulfilled. The Purchaser shall be precluded from later raising that the bond was not for the amount and/or time-period referred to in clause 3.2.2.
- 5.2. The Conveyancers and/or the Agent are hereby appointed by the Purchaser to submit and to process the bond application/s to the financial institutions. Alternatively, the Purchaser agrees to the Seller appointing a bond originator of the Seller's choice to obtain a bond on behalf of the Purchaser.
- 5.3. The bond condition shall be deemed to have been fulfilled once any recognised South African financial institution issues a written pre-quotation statement to the Purchaser offering the bond referred to in clause 3.2.2 and failure to accept such pre-quotation will result in the Seller being entitled to invoke the provisions of clause 11 hereof.
- 5.4. During the construction and pending transfer; should on review, the bond be subsequently declined, the parties acknowledge that same shall not affect the fulfilment of the bond condition. In such instances the Purchaser shall be obliged to secure payment of the outstanding amount within 10 (ten) days of the Conveyancers requesting payment, failing which and without notice to the Purchaser, the Purchaser agrees that the provisions of clause 5.6 are not applicable, whilst clause 11.1.1 shall automatically apply.
- 5.5. Having regard to clause 3.2.2.1, in the event that the Purchaser elects to accept the lower bond amount by signing the pre-quotation statement accepting same (the Purchaser acknowledges that the Purchaser has the sole election to do so), the bond condition referred to in clause 5.1 shall be deemed to have been fulfilled and the obligation by the Purchaser to secure the shortfall as set out in clause 3.2.2.1 shall become applicable.
- 5.6. Subject to the Purchaser complying with clause 5.7 and in the event that the Purchaser fails to secure a bond, the deposit together with interest thereon, shall be refunded to the Purchaser.

Initials: _____

- 5.7. Upon being requested, the Purchaser shall forthwith furnish all information, documentation and sign all documents necessary for the granting, reviewing (*if applicable*), drafting and registration of the bond and the Purchaser shall sign bond documents when requested by the bond registration attorneys. Failure to comply shall constitute a breach by the Purchaser and the remedies as provided for in clause 11 shall be applicable.
- 5.8. The Seller shall be liable for the bond registration costs provided that the Purchaser has complied with the terms and conditions of this Agreement ~~based on the recommended conveyancing tariff, (which includes the bank's initiation fees and electronic charges) and which shall be payable on demand being made by the bond registration attorneys~~. The Conveyancers shall attend to the bond registration alternatively; the parties agree that a bond attorney nominated by the Conveyancers will be instructed to attend to the registration of the bond/s.
- 5.9. The bond condition has been inserted for the benefit of the Purchaser who will be entitled to waive fulfillment thereof on notice to the Conveyancers prior to the expiry of the relevant time period stipulated for fulfillment of such condition. Verbal notice given by the Purchaser to the Conveyancers, followed thereafter by written confirmation thereof by the Conveyancers to the Purchaser shall be sufficient notice that the bond condition has been waived. Further, in the event that the Purchaser elects to pay cash, the bond condition shall be deemed to have been waived by the Purchaser.

6. TRANSFER

- 6.1. The Conveyancers shall attend to the transfer of the Section, and to facilitate the Transfer process, Nam-Ford Inc. shall also attend to the simultaneous registration of the bond granted to the Purchaser as outlined above.
- 6.2. The Seller shall be liable to pay the transfer costs, provided that the Purchaser has complied with the terms and conditions of this Agreement.
- 6.3. Upon being requested by the Conveyancers, the Purchaser shall furnish forthwith all information, documentation and sign all documents necessary for the Transfer which shall be signed prior to the Occupation Date.
- 6.4. The Purchaser warrants that the Purchaser's tax affairs shall be in order to the satisfaction of the South African Revenue Services ("SARS"), so as to enable timeous Transfer and the Purchaser undertakes to furnish the Conveyancers with proof of the Purchaser's income tax number upon being requested to do so.
- 6.5. Transfer to the Purchaser will be simultaneous with Transfer to other Purchasers taking conveyancing customs and norms in respect of the opening of a Sectional Title Scheme into account.

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7. COMPANY, CLOSE CORPORATION OR TRUST

- 7.1. If the signatory purchases the Section as representative for a company to be formed, then in the event of same not being formed and the company not adopting this Agreement within 30 (thirty) days hereof, the representative by his signature hereto, shall be bound personally by this agreement. Further, upon formation of the company the representative by his signature hereto, shall also be bound jointly and severally by this Agreement as surety and co-principal debtor with the company, with renunciation of the benefits of division and excussion.
- 7.2. If the Purchaser is a company, a close corporation or a trust, then the signatory (the representative) to this Agreement by his signature hereto shall be bound jointly and severally by this Agreement, as surety and co-principal debtor with the Purchaser with renunciation of the benefits of division and excussion and shall warrant that the Directors / Members / Trustees of the Purchaser have resolved that the Purchaser shall purchase the Section and that they have authorized the representative hereto to sign this Agreement on behalf of the Purchaser.
- 7.3. If the Purchaser is a trust, the trust must have been registered on date of acceptance of the offer by the Seller.

8. MARKETING OF THE SCHEME

The Parties agree that the Seller or the Agent appointed by the Seller shall retain the right at any stage, to market the Sectional Title Scheme which includes the sale of any Section. This right shall include, but not be limited to, the right to display advertising material and erect hoarding on the common property.

9. THE ARCHITECT, TOWN PLANNER, LAND SURVEYOR AND QUANTITY SURVEYOR

The Architect, Town planner, Land Surveyor, Quantity Surveyor and Engineer in respect of the development shall, in relation to any matter referred to any of them for determination or decision under this Agreement, act as an expert and not as an arbitrator, it being recorded that any decision or determination by such person shall be given as an expert and not as an arbitrator and shall, unless legislation dictates otherwise, be final and binding.

10. PHASED DEVELOPMENT

The Purchaser acknowledges that he/she is aware that the Seller may decide to develop the Scheme in phases by erecting and completing from time to time further buildings on specified parts of the common property, to divide such buildings into Sections and common property and confer the right of exclusive use over parts of such common property upon the owner or owners of one or more of

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such sections and to reserve its right in this regard in accordance with provisions of Section 25(1) of the Act.

11. BREACH

11.1. Should the Purchaser fail to pay any amounts or breach any provision of this Agreement (“the breach”) and fail to remedy such breach within 10 (ten) days after dispatch of written notice requiring such breach to be remedied, the Seller shall be entitled, without prejudice to any other rights in law, either:

11.1.1. to cancel this Agreement, retake possession of the Unit and retain all payments already made by the Purchaser in terms of this Agreement, including any interest earned thereon, as rouwkoop or as a penalty or as liquidated damages and the Conveyancers shall be obliged to release all monies paid in terms hereof together with such interest to the Seller after deduction of the Agent’s commission which shall be released to the agent and the Purchaser hereof authorises the Conveyancers to release such payments and interest to the Seller and the agent respectively, ~~Such cancellation shall be without prejudice to the Seller’s other legal rights and remedies and the right to claim damages~~, or

11.1.2. to claim immediate payment of any amounts then owing on the Purchase Price of the Unit, all interest due and any other amounts payable by the Purchaser in terms of this Agreement against tender of performance by the Seller as provided for in this Agreement.

11.2. If this Agreement is cancelled after the Occupation Date, the Purchaser shall immediately vacate the Section.

12. BUILDING NOT YET ERECTED

12.1. It is recorded that the buildings have not yet been completed and the Section is sold off plan.

12.2. The Seller shall be entitled to vary the annexes listed on the front page of the Agreement, to such extent as may be reasonably necessary to, without prior notice to the Purchaser and the Purchaser shall have no claim against the Seller in respect of same.

12.3. The Seller shall be entitled to vary the number/s allocated to the Section on the plan and the name of the development without giving notice to the Purchaser and the Purchaser shall have no claim against the Seller in respect of same.

12.4. The Purchaser acknowledges that it may be necessary for the Seller to increase or decrease the number of units or to amend or change the design and/or layout of all or some of the units

Initials: _____

or the building or buildings in the phases and the Purchaser shall have no claim against the Seller in respect of same.

- 12.5. The Purchaser acknowledges that the Seller may, instead of developing any phase, elect to subdivide that portion of the land on which the phase was to be developed on the land; take transfer of the subdivided portion and develop the subdivided portion as it may deem fit. In order to enable the Seller to give effect to the above, the Purchaser hereby grants to the Seller an irrevocable power of attorney to convene and attend on the Purchaser's behalf any meeting of the Body Corporate at which any resolution relating to the above is on the agenda, and there to vote in favour of any resolution the Seller may deem necessary in order to subdivide and Transfer the affected Property and provide for any servitudes which may be necessary to permit the proper development of the subdivided property.
- 12.6. The Purchaser acknowledges that the Seller may require the registration of servitudes of access, parking, services and the like to be registered over the land in favour of adjoining erven and/or the local Council. In order to enable the Developer to register the said servitudes, the Purchaser hereby grants the Seller an irrevocable power of attorney to convene and attend as the Purchaser's proxy any meeting at which the granting and registration of such servitudes is on the agenda.
- 12.7. The Purchaser acknowledges that, on the Occupation Date, the common property forming part of the buildings and the Property, as well as other portions of the buildings may be incomplete and that occupants of the Section may suffer inconvenience from the building operations and the Purchaser further acknowledges that it shall have no claim whatsoever against the Seller by reason of any such inconvenience.

13. SNAGGING

- 13.1. The Seller shall request the Architect or Project Manager to certify that the section is available for beneficial occupation. Once the certificate has been issued, the Purchaser, shall be contacted by the Selling Agent and within 5 (five) calendar days of having been notified, the Purchaser shall attend an inspection to physically snag the unit.
- 13.2. On the day of the inspection, the parties will issue a list of snags (if any). On the same day the Purchaser will be required to sign the Letter of Completion (the Letter) in respect of the section if same is required by either the Seller in respect of the cash sale/s and/or the Purchaser's lending institution, the mortgagee. The Letter is confirmation that the Purchaser has inspected the unit and that the building works of the section purchased by the Purchaser, have been practically completed in accordance with annexures B and C.
- 13.3. In the event that the Purchaser fails to attend the snagging meeting, the Purchaser hereby authorises the Architect or Project Manager irrevocably to attend the inspection to physically

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snag the Property and issue the list of snags (if any) and/or to sign the Letter of Completion on behalf of the Purchaser.

- 13.4. Only one single list will be accepted by the Seller who will rectify the snags as soon as practically possible and shall be signed off by the Purchaser when completed. In the event the list is not signed off by the Purchaser within 7 (seven) days after being notified by the Seller, the Purchaser shall be deemed to be satisfied with the rectifications and to have accepted the condition thereof.
- 13.5. Notwithstanding the signature of the Letter of Completion by the Purchaser, the Seller remains liable to attend to the snags and to cause repairs list to be affected as soon as is reasonably possible thereafter. By the Purchaser signing the Letter of Completion it shall in no way derogate from the Seller's obligations and responsibilities in terms of this Agreement.
- 13.6. If required a certificate signed by the Architect that the list of snags have been carried out by the Seller shall be binding on both Parties.

14. WARRANTIES

14.1. For the purpose of this Agreement, unless the context indicates otherwise:

- 14.1.1. to repair defects resulting from defective materials or workmanship which arise within 3 (three) months of the Occupation Date.
- 14.1.2. to comply with the standard and guidelines as set out by the National Home Builders Registration Council ("NHBRC").

14.2. The Seller shall not under any circumstances whatsoever be liable for damages by the Purchaser as a consequence of such defects or leaks and the Seller shall under no circumstances be liable for any consequential loss or damage.

14.3. A certificate issued by the Architect to the effect that any defect has been made good shall be final and binding on both parties.

14.4. To the extent that the Seller is not precluded therefrom, the Seller does hereby cede and make over to the Purchaser, and the Purchaser accepts, its rights to claim from the contractor/supplier. All undertakings hereby given to the Purchaser are personal to the Purchaser and cannot be alienated and disposed of by the Purchaser in any way

15. CONSUMER PROTECTION ACT NO. 68 OF 2008 ("CPA")

15.1. Insofar as the Consumer Protection Act governs this Agreement, it is agreed that in the event of any clause herein not being permitted in terms of the CPA, same shall be severed from this

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Agreement and be treated as if it were not a part of this agreement. All provisions which automatically apply to an Agreement of this nature in terms of the CPA are automatically incorporated herein.

- 15.2. The Purchaser, in the event of having concluded this Agreement as a result of Direct Marketing as defined in the CPA, confirms that the Purchaser has been informed of the Purchaser's "Cooling Off Rights" as provided for in Section 16 read with Section 20(2)(a) of the CPA, to rescind a transaction, without reason or penalty, within 5 (five) days of the date specified in the Act as read with the Regulations of the Act.



- 15.3. The Purchaser acknowledges that he has not been influenced or induced into entering into this Agreement by any express or implied information, statement, warranty or representation in any way given or made by or on behalf of the Seller, or information and details contained in any advertising material, pictures, drawings, brochures or in the Architectural and landscape design guidelines, other than is set out in this Agreement. The Seller shall not be bound by any representation contained in any advertising.

16. COMMISSION CLAUSE

- 16.1. The Seller shall pay to _____ (*insert the name of the agent*) (the "Selling Agent"), the agent's commission and such commission shall be deemed to have been earned on the date on which this Agreement is concluded or, if this Agreement is conditional, on the date on which the Agreement becomes unconditional, whichever date is the latter, and shall be payable against registration of Transfer or cancellation as contemplated in clause 11.1.1 above. In the event that the sale is cancelled in terms of clause 11.1.1 above, the Purchaser hereby authorises the Conveyancers to deduct from the monies paid by the Purchaser, the agent's commission and to release same to the Selling Agent.
- 16.2. Subject to the Selling Agent being registered for VAT, in all instances, the Selling Agent as set out in clause 16.1, shall be obliged to furnish to the Conveyancers the relevant VAT invoices issued to the Seller in respect of the commission to be paid to the Selling Agent.

17. SPECIAL PROVISIONS RELATING TO SALES BEFORE THE ESTABLISHMENT OF THE BODY CORPORATE AND/OR THE ADOPTION OF THE RULES AND/OR TRANSFER

- 17.1. The Section is sold subject to all the provisions of the Sectional Titles Act no. 95 of 1986 relating to the Conduct Rules as well as the duties and powers of the Body Corporate and to the Rules for the Management and control of the Scheme. A copy of the Conduct and Management Rules will be made available to the Purchaser by the agent or the Conveyancers upon request by the Purchaser and with all Rules and Regulations applicable to the Section.

Initials: _____

17.2. The Rules (both Management Rules and Conduct Rules) shall, at the time of the opening of the Sectional Title register, be substituted by rules substantially in the form of the rules prescribed by the Sectional Title Regulations, but amended or amplified (subject always to the provisions of the Sectional Title Act):

17.2.1. so as to comply with the requirements of any bondholder and/or by the Seller; and/or

17.2.2. if the Seller reasonably believes the amendment is desirable for the proper management and administration of the Scheme; and/or

17.2.3. to reserve to the Seller the right to allocate in the Management Rules the rights to Exclusive Use Areas, reflected in the Site Development Plan and/or the Sectional Title Plan as being intended for the exclusive use of owners of Sections which have been sold to the buyers of the Units concerned; and/or

17.2.4. to limit and/or control the keeping of pets of any kind, including the conditions (if any) upon which pets may be kept.

17.2.5. this offer, when accepted by the Seller, appoints the Seller as the representative and proxy of the Purchaser to attend and vote at the first general meeting of the Body Corporate for the appointment of the first managing agent, and for the amendment of the Management and Conduct Rules.

18. NOTICES AND DOMICILIA

18.1. The Seller chooses their *domicilium citandi et executandi* the address reflected on page 2 of this Agreement and the Purchaser chooses as their *domicilium citandi et executandi* the addresses reflected on page 3 of this Agreement, provided that, should the Purchaser have accepted occupation of the property, the address of the Property shall become his/her new *domicilium*. Provided, further, that transmission by email shall constitute adequate service of any legal notice or letter.

18.2. Notwithstanding the above, any notice given in writing, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

19. GENERAL

19.1. The Purchaser shall not be entitled to withhold, set off, delay, abate payment or impose any condition against payment of any amounts due to the Seller in terms of this Agreement by reason of any breach or alleged breach of the Seller's obligations hereunder or if any work of whatsoever nature is still required to be done by the Seller to the Property at any time.

Initials: _____

- 19.2. This Agreement constitutes the whole Agreement between the Parties and no warranties or representations of any nature by or on behalf of the Seller have been made except as are recorded herein. No variation to this Agreement shall be of any force unless reduced to writing and signed by both Seller and Purchaser.
- 19.3. No extension of time or indulgence granted by either party to the other shall be deemed in any way to affect, prejudice or derogate from the rights of such party in respect of this agreement, nor shall it in any way be regarded as a waiver of any rights hereunder or a novation of this Agreement.
- 19.4. The Purchaser warrants to the Seller that all consents required in terms of the Matrimonial Properties Act No 88 of 1984 have been duly furnished, alternatively, will be procured by the Purchaser.
- 19.5. If the Purchaser is married under foreign law, the Purchaser hereby warrants that his/her spouse shall sign all documents as may be required by the attorneys to enable registration of the transfer and the bond, if applicable.
- 19.6. Each party warrants to the other party that it has the power, authority and legal right to sign and perform this Agreement and that this Agreement has been duly authorised by all necessary actions of its directors and constitutes valid and binding obligations on it in accordance with the terms of this Agreement.
- 19.7. Should there be more than one Purchaser then such Purchasers shall be jointly and severally bound for fulfilment of all the terms and conditions of this Agreement.
- 19.8. Until the date of registration of transfer of the Property in the name of the Purchaser, the Purchaser shall not sell, without the Seller's written consent first being had and obtained. When granting consent, the Seller shall be entitled to impose such reasonable conditions, as it considers necessary. It is specifically recorded that such consent shall only be granted in the event that the Purchaser instructs Nam-Ford Inc to attend to the registration of transfer on his behalf notwithstanding that such transfer may not be capable of such registration simultaneously with transfer of the unit to the Purchaser. An administration cost of R5 000.00 (Five Thousand Rand) plus VAT shall be paid by the Purchaser to the Conveyancers for administering the on sale.
- 19.9. The Seller may without prior notice to the Purchaser make over, cede, and or transfer his rights in terms of this Agreement.
- 19.10. This Agreement shall be binding on the administrators and executors of the Purchaser.

20. OTHER SPECIAL CONDITIONS

Initials: _____

Thus, done and signed at _____ this _____ day of _____ **201** _____

AS WITNESSES:

1. _____ **Purchaser**

2. _____ **Purchaser's spouse / Co-Purchaser** *(if applicable).*

Thus, done and signed at _____ this _____ day of _____ **201** _____

AS WITNESSES:

1. _____ **Seller**

2. _____

Thus, done and signed at _____ this _____ day of _____ **201** _____

AS WITNESSES:

1. _____ **Selling Agent**
(who accepts the benefits conferred herein)

2. _____

Initials: _____