

# BLUEBERRY



LANE

*A sweet deal*

## AGREEMENT OF SALE

(Sectional Title)

PURCHASER:

## NORTHBLUE BLUEBERRY LANE AT BURGUNDY

UNIT TYPE:      **A**

SDP UNIT NO:      **24**

SP UNIT NO:      .....



SYMINGTON & DE KOK

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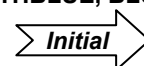
**SCHEDULE OF INFORMATION**

**1. DETAILS OF SELLER**

<u>Full Name:</u>	<b>EXAR DEVELOPMENT AND CONSTRUCTION (PTY) LTD</b>
<u>Registration Number:</u>	<b>2010/005419/07</b>
<u>Full Name of Director:</u>	<b>MSAWENKOSI XINWA</b>
<u>Physical Address (domicilium citandi et executandi):</u>	<b>NO. 2 GLEN KEY PLACE, AVIATION CRESCENT, AIRPORT CITY, CAPE TOWN</b>
<u>Postal Address:</u>	<b>P.O. BOX 2414, CAPE TOWN, 8000</b>
<u>E-mail Address:</u>	<a href="mailto:xinwam@iskhokho.co.za">xinwam@iskhokho.co.za</a>
<u>Tel. No.:</u>	<b>+27 (0) 21 386 9478</b>
<u>Fax No.:</u>	<b>+27 (0) 86 519 6060</b>

**2. DETAILS OF PURCHASER**

<u>Full Names / Company / Close Corporation / Trust / Partnership:</u>	
1. ....	.....
2. ....	.....
<u>Identity Number / Registration Number:</u>	
1. ....	.....
2. ....	.....
<u>Full Names of Spouse / Director / Member / Trustee / Partner and Identity Number:</u>	
.....	
<u>Marital Status – Unmarried / Married in Community of Property to each other / Married out of Community of Property with ANC / Muslim Rites / Foreign Marriage – Country:</u>	
.....	
<u>Current Physical Address (domicilium citandi et executandi):</u> .....	
.....	
<u>Postal Address:</u> .....	<u>Code:</u> .....
.....	
<u>E-mail Address:</u> .....	
<u>Tel. No. (Home):</u> .....	<u>Tel. No. (Mobile):</u> .....
<u>Tel. No. (Business):</u> .....	<u>Fax No.:</u> .....
<u>Income Tax No. / VAT No. (if applicable):</u> .....	



**3. PROPERTY**

Unit No. (Site Development Plan): **24 BLUEBERRY LANE**

Section No. (Sectional Plan): ..... **NORTHBLUE**

Unit Type (as referred to on the attached building plans): **A**

Extent: **± 86 m<sup>2</sup>** (approximately)

Parking Bay No.: .....

**4. PURCHASE PRICE**

Purchase Price of the **PROPERTY** (VAT inclusive):

R..... (.....)

.....)

(amount must be in figures and words)

**5. PAYMENT OF PURCHASE PRICE**

**5.1 Deposit (VAT inclusive):**

R..... (.....)

.....)

(amount must be in figures and words)

being a ...../10% deposit of the **PURCHASE PRICE** (VAT inclusive) referred to in clause 4 above, which is payable on the **SIGNATURE DATE**. In the event of a foreigner being the **PURCHASER**, a ...../20% deposit shall be payable.

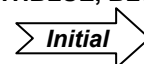
**5.2 Balance (VAT inclusive):**

R..... (.....)

.....)

(amount must be in figures and words)

which said balance of the **PURCHASE PRICE** (VAT inclusive) referred to in clause 4 above, is payable on the **TRANSFER DATE** and is further subject to clause 6.3 of **ANNEXURE “A”** hereto.



**6. MORTGAGE BOND**

6.1 This **AGREEMENT** is subject to and conditional upon the **PURCHASER** obtaining a loan by a bank or other financial institution on its usual terms and conditions relating to sectional title units of a first mortgage bond over the **PROPERTY** in terms of clause 9.1 of **ANNEXURE "A"** hereto:

Mortgage Bond Amount: R..... (.....) ..... (amount must be in figures and words)  Preferred Bank: .....
---

but in the event of the abovementioned clause not being completed, this **AGREEMENT** shall not be subject to the obtainment of a mortgage bond, and clause 6.2 hereunder shall not apply.

6.2 It is a material term of this **AGREEMENT** that the **PURCHASER** agrees and undertakes to complete and sign with the **BOND BROKER's** agent a loan application. The **PURCHASER** hereby authorises the **SELLER** and/or its nominee to submit such application on his behalf to any one or more financial institutions of his choice and agrees to furnish any additional information or documents required at any given time to procure the bond referred to in clause 9.1 of **ANNEXURE "A"** hereto. Failure to do so shall constitute a breach of this **AGREEMENT** and shall entitle the **SELLER** to regard this condition aforesaid as having been fulfilled.

**7. BOND BROKER**

Name: ..... Reference: ..... Telephone No.: .....      Telefax: ..... Mobile No.: .....      E-mail: .....
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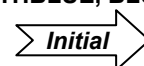
**8. SELLING AGENT**

The **SELLER** shall be liable for the payment of Agent's Commission to the following **SELLING AGENT**.

Name: ..... Reference: ..... Telephone No.: .....      Telefax: ..... Mobile No.: .....      E-mail: .....
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**9. APPROXIMATE POSSESSION DATE AND OCCUPATIONAL INTEREST**

<b>POSSESSION DATE:</b> ..... Monthly Occupational Interest: R..... (.....) ..... (amount must be in figures and words)
--



10. The terms and conditions of this sale are contained in **ANNEXURE "A"** hereto and form an integral part of this **AGREEMENT** and must be initialed by all **PARTIES** hereto.
11. The estimated **TRANSFER DATE** is scheduled to be the \_\_\_ day of \_\_\_\_\_ 20 \_\_, or such earlier or later date as the **SELLER** in his sole discretion may advise in writing.
12. Signature of this **AGREEMENT** by the **PURCHASER** constitutes an irrevocable offer to be accepted by the **SELLER** by means of signing this **AGREEMENT** within 5 (five) **DAYS** of signing by the **PURCHASER**.
13. **SPECIAL CONDITIONS**

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

**SELLER**

SIGNED at ..... on the ..... day of ..... 20.....

AS WITNESSES:

1. ....

2. ....

.....  
**SELLER**

**PURCHASER**

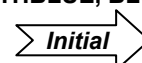
SIGNED at ..... on the ..... day of ..... 20.....

AS WITNESSES:

1. ....

2. ....

.....  
**PURCHASER**



## ANNEXURE "A"

### TERMS AND CONDITIONS

#### 1. INTRODUCTION

The **SELLER** hereby discloses and confirms that:

- 1.1 he is the registered owner of the **LAND** comprising the **DEVELOPMENT**;
- 1.2 he has been granted approval by the authorities for the sub-division of the **LAND** in accordance with the Site Development Plan annexed hereto and marked as **ANNEXURE "B"**;
- 1.3 he is preparing to develop the **LAND** in accordance with the said Site Development Plan;
- 1.4 he has had the **LAND** zoned for *inter alia* single residential and group housing development subject to the terms and conditions of the re-zoning;
- 1.5 the building(s) will be erected in accordance with the building plans to be approved by the relevant Local Authority, being the City of Cape Town Municipality and which building plans, for the purpose of this **AGREEMENT**, shall mean the signed drawings which shall form the basis for drawings to be submitted to the City of Cape Town Municipality for approval. Upon approval thereof, the approved building plans shall substitute the signed drawings and be deemed to be the building plans approved by the **PARTIES** for the purpose of this **AGREEMENT** and which approved building plans shall then be available at the **SELLER's** office;
- 1.6 as and when the building(s) are completed, he will apply for the opening of the sectional title register for the **SCHEME** in the Deeds Office at Cape Town in terms of the provisions of the **ACT**.

#### 2. PARTIES

- 2.1 The **PARTIES** to this **AGREEMENT** are:
  - 2.1.1 EXAR DEVELOPMENT AND CONSTRUCTION (PROPRIETARY) LIMITED, being the **SELLER** as more fully set out in the Schedule of Information to this **AGREEMENT**; and
  - 2.1.2 the **PARTY** referred to as the **PURCHASER** as more fully set out in the Schedule of Information to this **AGREEMENT**.
- 2.2 The **PARTIES** agree as set out below.

#### 3. INTERPRETATION

- 3.1 Where necessary, any reference to:
  - 3.1.1 the singular shall include the plural and vice versa;
  - 3.1.2 natural persons includes legal persons and vice versa;

- 3.1.3 the masculine gender shall include the feminine;
- 3.1.4 an enactment is to that enactment as at the **SIGNATURE DATE** and as amended or re-enacted from time to time.
- 3.2 If any definition contains a substantive provision conferring rights or imposing obligations on any **PARTY**, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this **AGREEMENT**.
- 3.3 Save as otherwise expressly provided for in this **AGREEMENT**, when any number of days is prescribed, same shall be reckoned inclusively of the first and exclusively of the last day.
- 3.4 Reference to “**DAY**” shall be construed as any day of the week, irrespective of whether or not it is a business day.
- 3.5 Where any term is defined within the context of any particular clause in this **AGREEMENT**, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this **AGREEMENT**, notwithstanding that such term has not been defined in this interpretation clause.
- 3.6 The expiry or termination of this **AGREEMENT** shall not affect such provisions of this **AGREEMENT** as expressly provided that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 3.7 No provision of this **AGREEMENT** or any related document shall be construed against or interpreted to the disadvantage of any **PARTY** hereto by reason of such **PARTY** having or being deemed to have structured or drafted such provision.
- 3.8 The *eiusdem generis* rule shall not apply and wherever the term “including” is used following specific examples, such examples shall be interpreted to be illustrative only.
- 3.9 The clause headings in this **AGREEMENT** have been inserted for convenience only to be used for the purpose of reference only and shall in no way effect or govern the construction or interpretation of this **AGREEMENT**.
- 3.10 This **AGREEMENT** shall be governed by, construed and interpreted in accordance with the laws of the Republic of South Africa.
- 3.11 Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 3.12 In the event of any clause in this **AGREEMENT** being unenforceable for any reason whatsoever, such clause shall be deemed to be separate and severable.

#### **4. DEFINITIONS**

In this **AGREEMENT** the following terms and expressions shall have the meanings ascribed to them hereunder unless the context specifically requires otherwise:



- 4.1 “**ACT**” means the *Sectional Titles Act No. 95 of 1986*, as amended;
- 4.2 “**AGREEMENT**” this Deed of Alienation as defined in *Section 1 of the Alienation of Land Act No. 68 of 1981*, as amended in respect of the **PROPERTY** and as set out in this document between the **SELLER** and the **PURCHASER**, the Schedule of Information to which these terms and conditions are annexed, including any amendments recorded in writing and signed by the **PARTIES**;
- 4.3 “**ANNEXURE A**” means the Terms and Conditions of this **AGREEMENT**;
- 4.4 “**ANNEXURE B**” means the Site Development Plan;
- 4.5 “**ANNEXURE C**” means the Draft Building and Floor Plans;
- 4.6 “**ANNEXURE D**” means the Building Specifications;
- 4.7 “**ANNEXURE E**” means the List of Documents required in terms of the *Financial Intelligence Centre Act No. 38 of 2001*;
- 4.8 “**ANNEXURE F**” means the **ATTORNEYS'** Trust Account particulars;
- 4.9 “**ANNEXURE G**” means the budget of levies payable;
- 4.10 “**ATTORNEYS**” means Symington & De Kok Attorneys, Ground Floor, Vineyards Square South, The Vineyards Office Estate, 99 Jip de Jager Drive, Tygervalley, Bellville, 7530 (Reference MC Jacobs with Tel. No. +27[0]21 913 3137);
- 4.11 “**BODY CORPORATE**” means the controlling body of the **SCHEME**, established as contemplated in terms of *Section 36* of the **ACT**;
- 4.12 “**DEVELOPMENT**” means the proposed housing development known as **Northblue**, Blueberry Lane at Burgundy Estate of which the **SCHEME** forms part as more fully indicated on the copy of the attached Site Development Plan marked **ANNEXURE “B”**;
- 4.13 “**ENVIRONMENTAL MANAGEMENT PLAN**” means the environmental management plan governing the development of the **LAND**;
- 4.14 “**ESTATE**” means the Burgundy Estate development of which the **DEVELOPMENT** and the **LAND** forms part;
- 4.15 “**HOME OWNERS' ASSOCIATION**” The **Blueberry Lane Home Owners' Association** (an association in terms of *Section 21 of the Companies Act No. 61 of 1973*) referred to in clause 12.8 and of which the Articles of Association are available at the offices of the **CONVEYANCERS**;

- 4.16 “**LAND**” means the serviced land substantially in accordance with the erf designated as **Northblue**, Blueberry Lane at Burgundy Estate being Erf 686 Burgundy, situated in the City of Cape Town, Cape Division, Western Cape Province, measuring 572 (Five Hundred and Seventy Two) square metres and as indicated on the attached copy of the Site Development Plan marked **ANNEXURE “B”**, on which erf the building(s) will be erected in accordance with the sketch plans of which copies are attached hereto and marked **ANNEXURE “C”**, to be approved by the **LOCAL AUTHORITY**;
- 4.17 “**LOCAL AUTHORITY**” means the City of Cape Town Municipality or any other applicable authority (including a provincial authority) with jurisdiction over the **LAND** and the **PROPERTY**;
- 4.18 “**LUPO**” means the *Land Use Planning Ordinance No. 15 of 1985*;
- 4.19 “**MANAGING AGENT**” means the managing agent to be appointed by the **SELLER**;
- 4.20 “**MASTER HOA**” means the Burgundy Estate Master Homeowners’ Association, a voluntary association approved under *Section 29(9)* of the **LUPO**;
- 4.21 “**PARENT PROPERTY**” means Erf 186 Burgundy, situated in the City of Cape Town, Cape Division, Western Cape Province, measuring 7654 (Seven Thousand Six Hundred and Fifty Four) square metres;
- 4.22 “**PARTIES**” means collectively the **SELLER** and the **PURCHASER** and “**Party**” means any one of them;
- 4.23 “**PARTICIPATION QUOTA**” means in relation to a Unit the decimal fraction allocated thereto in the Sectional Plan and which is calculated in terms of *Section 32* of the **ACT**;
- 4.24 “**POSSESSION DATE**” means the date as referred to in clause 9 of the Schedule of Information to this **AGREEMENT**;
- 4.25 “**PRIME INTEREST RATE**” means the publicly quoted basic rate of interest per annum from time to time (as certified by any officer of Standard Bank whose appointment and authority it shall not be necessary to prove) at which the said bank lends monies in South African Rand on unsecured overdraft to first class corporate borrowers in general on the basis of such interest being compounded monthly in arrear and calculated on a 365 day year factor, irrespective of whether or not the year is a leap year (and which said rate of interest is sometimes referred to as the prime commercial overdraft rate of interest);

- 4.26 “**PROJECT MANAGER**” means the project manager as appointed by the **SELLER**;
- 4.27 “**PROPERTY**” means a unit consisting of –
- 4.27.1 section number as referred to in clause 3 of the Schedule of Information to this **AGREEMENT** and further described on the attached sketch plans marked **ANNEXURE “C”** as prepared by the **ARCHITECT** in the building(s) known as **Northblue** situated on the **LAND** and of which section the floor area is indicated in clause 3 of the said Schedule of Information and the Exclusive Use Area number (Parking purposes), if applicable; and
- 4.27.2 an undivided share in the common property in the **SCHEME** apportioned to the said section in accordance with the **PARTICIPATION QUOTA** that will be endorsed on the Sectional Plan to be prepared by the Surveyor appointed by the **SELLER**;
- 4.28 “**PURCHASER**” means the **PARTY** referred to as the **PURCHASER** as more fully set out in the Schedule of Information to this **AGREEMENT**, with chosen *domicilium citandi et executandi* at the physical address and contact numbers indicated in the said Schedule of Information;
- 4.29 “**RULES**” means a collective reference to –
- 4.29.1 the statutory and any additional management and conduct rules to be registered in respect of the **SCHEME** as prescribed by the **ACT** and as may be amended from time to time by the **BODY CORPORATE**; and
- 4.29.2 the Articles of Association of the **HOME OWNERS’ ASSOCIATION** from time to time; and
- 4.29.3 the Constitution and rules of the **MASTER HOA** from time to time,
- which **RULES** are available at the offices of the **ATTORNEYS** for perusal;
- 4.30 “**SCHEME**” means the Sectional Title Development Scheme in terms of the provisions of the **ACT**, the registration of which opening of the sectional title register for the **SCHEME** at the Deeds Office in Cape Town will be applied for by the **SELLER** as an when the building(s) are completed and which will be known as **Northblue**;
- 4.31 “**SECTIONAL PLAN**” means the Sectional Plan in respect of the **SCHEME** as approved by the Surveyor General and registered by the Registrar of Deeds, Cape Town;

- 4.32 “**SELLER**” means the **PARTY** referred to as the **SELLER** as more fully set out in the Schedule of Information to this **AGREEMENT**, with chosen *domicilium citandi et executandi* at the physical address and contact numbers indicated in the said Schedule of Information;
- 4.33 “**SELLING AGENT**” means such Agent as appointed by the **SELLER** and as stipulated in clause 8 of the Schedule of Information;
- 4.34 “**SIGNATURE DATE**” means the date of signature of the **AGREEMENT** by the **PARTY** last signing;
- 4.35 “**TRANSFER DATE**” means the date of registration of the **PROPERTY** in the name of the **PURCHASER**, which shall not be before the **POSSESSION DATE**, or as otherwise agreed to in writing between the **PARTIES**;
- 4.36 “**VAT**” means Value-Added Tax in terms of the *Value-Added Tax Act No. 89 of 1991*, as amended or replaced from time to time.
- 4.37 The following words in the **AGREEMENT** will have the same meaning as defined in the **ACT**, namely **section, participation quota, draft sectional plan, sectional title deed, unit, owner, building, common property, exclusive use area, sectional title development scheme.**

## 5. **SALE**

The **SELLER** hereby sells to the **PURCHASER** who hereby purchases from the **SELLER** the **PROPERTY** upon the terms and conditions contained in this **AGREEMENT**.

## 6. **PURCHASE PRICE**

### 6.1 **Payment**

The purchase price of the **PROPERTY** as indicated in clause 4 of the Schedule of Information to this **AGREEMENT**, which amount includes **VAT** at the standard rate applicable on the date of registration, shall be paid to the **SELLER** as follows:

- 6.1.1 the **PURCHASER** undertakes to pay the deposit referred to in clause 5.1 of the said Schedule of Information on the **SIGNATURE DATE** into the **ATTORNEYS'** Trust Account of which the particulars are set out in the attached **ANNEXURE “F”**; and
- 6.1.2 the balance of the purchase price is payable on the **TRANSFER DATE** in cash or bank guaranteed cheque or shall be secured by an acceptable bank guarantee as referred to in clause 6.3 below.

### 6.2 **Deposit**

- 6.2.1 The **PURCHASER** hereby authorises and instructs the **ATTORNEYS** in terms of the provisions of *Section 78(2A)* of the *Attorneys Act No. 53 of 1979* to invest any deposit paid to the **ATTORNEYS** in terms of this **AGREEMENT** in a special interest bearing savings account at a financial institution of the **ATTORNEYS'** choice, interest to accrue to the **PURCHASER** from the date of receipt of such deposit until the **TRANSFER**

**DATE.** The **PARTIES** agree that it is the sole responsibility of the investor to ensure the accuracy of communications and/or instructions transmitted to the **ATTORNEYS** and the notification of payment of any deposits. The **PARTIES** are aware and consent to the management/administration fee paid by the bank concerned to the **ATTORNEYS** and the **PURCHASER** hereby authorises the **ATTORNEYS** to make payment to the **SELLER** from any deposited monies held in trust by them on behalf of the **PURCHASER** on the **TRANSFER DATE**. In the event of non-fulfilment of the suspensive condition mentioned in clause 9, the deposit as well as the interest thereon will be paid to the **PURCHASER**.

6.2.2 The **SELLER** is entitled to utilise the deposit or part thereof for payment of the **NHBRC** enrolment fee relating to the **PROPERTY** and the **ATTORNEYS** are hereby authorised by the **PURCHASER** to make payment to the **SELLER** when such enrolment fee is due and payable.

### 6.3 Guarantees

6.3.1 The **PURCHASER** hereby undertakes and binds himself to cause a guarantee for the balance of the purchase price, being the amount referred to in clause 4 of the Schedule of Information to this **AGREEMENT**, less the deposit referred to in clause 5.1 of the said Schedule of Information, if any, and any other amounts owing in terms of this **AGREEMENT**, to be issued by a bank in favour of the **SELLER** or his nominee.

6.3.2 The said guarantee shall be payable on registration of the **PROPERTY** in the name of the **PURCHASER** and shall further be to the satisfaction of the **SELLER** and/or the **ATTORNEYS** and shall be delivered to the **ATTORNEYS** within 14 (fourteen) **DAYS** after written request by the **ATTORNEYS**, or in the event of this **AGREEMENT** being subject to finance as referred to in clause 6 of the Schedule of Information to this **AGREEMENT** and clause 9.1 below, within 7 (seven) **DAYS** from date of compliance thereto.

6.3.3 The **PURCHASER** will be liable for the costs of the issuing of such guarantee.

### 6.4 Free of deductions

All amounts payable by the **PURCHASER** in terms of this **AGREEMENT** shall be paid to the **ATTORNEYS** free of exchange or commission and without any deduction or set off whatsoever by means of cash or a bank guaranteed cheque by a South African registered commercial bank, at such an address as the **ATTORNEYS** may indicate.

### 6.5 VAT

The **SELLER** hereby confirms that it is a registered **VAT** vendor in terms of the *Value-Added Tax Act No. 89 of 1991*, as amended or replaced from time to time and **VAT** is payable by the **PURCHASER** to the **SELLER** on the purchase price, which purchase price, in terms of this **AGREEMENT** includes **VAT** at the current rate of 14%. In the event of the **VAT** rate being amended after the **SIGNATURE DATE** and in circumstances in which the amended rate will apply to this transaction, the purchase price shall be adjusted accordingly.

### 6.6 Interest on due payments

6.6.1 Should any sum of which the **PURCHASER** is liable in terms of this **AGREEMENT** (whether for capital or interest) not be paid timeously as provided in this **AGREEMENT**,

the **PURCHASER** shall pay interest thereon at the maximum rate from time to time as contemplated in the *National Credit Act No. 34 of 2005*, as amended.

6.6.2 The said interest shall be calculated on a daily basis, capitalised monthly and shall be payable on demand by the **PURCHASER** to the **ATTORNEYS**.

## **7. POSSESSION AND OCCUPATION**

7.1 The **PURCHASER** shall be placed in possession and occupation of the **PROPERTY** on completion of the buildings on or before the **POSSESSION DATE**, subject / entitled to:

7.1.1 free of any lease agreement;

7.1.2 the **RULES**;

7.1.3 the provisions as referred to in clauses 7 and 12;

7.1.4 the simultaneous inspection of the **PROPERTY** by the **PURCHASER** and the Project Manager appointed by the **SELLER**;

7.1.5 the signing by the **PURCHASER** of a Handover Certificate (Happy Letter) after the inspection referred to in clause 7.1.4 has been concluded;

from which date it will be at the sole risk, profit or loss of the **PURCHASER**.

7.2 Should the **PURCHASER** fail to attend the inspection referred to in clause 7.1.4 after 7 (seven) **DAYS** written notice to the **PURCHASER** then the **PURCHASER** shall be deemed to have appointed the **PROJECT MANAGER** as his agent to attend such inspection on his behalf and sign the Handover Certificate referred to in clause 7.1.5. The **PROJECT MANAGER**'s actions and decision shall be regarded as final and binding.

7.3 If the **PROPERTY** or any portion thereof is damaged or destroyed partly or in whole as a result of fire or any other cause whatsoever, prior to the passing of the risk, the **PURCHASER** shall have no claim against the **SELLER** as a result of any temporary or permanent deprivation of use of the **PROPERTY**, but the **SELLER** shall be entitled to either repair such damage at its cost or to cancel the **AGREEMENT ab initio** with reinstatement of the *status quo ante*.

7.4 If the **SELLER** is not able to give possession and occupation of the **PROPERTY** to the **PURCHASER** on the **POSSESSION DATE**, as a result of delays in the building operations caused by natural disasters, *vis major* or as a result of extraordinary stormy weather or civil uprising, local conspiracy, striking by employees, or as a result of amendments to plans and/or instructions for reasons beyond the control of the **SELLER**, then the **PURCHASER** shall be placed in possession and occupation as soon as possible after the **SELLER** is able to give possession and occupation to the **PURCHASER** and the **PARTIES** hereby agree that such date will then be the date of possession and occupation for purposes of this **AGREEMENT**.

7.5 A Certificate as issued by the **SELLER**, shall be sent to the **PURCHASER** at the address referred to in the Schedule of Information to this **AGREEMENT** and shall be deemed to have been received by the **PURCHASER** on a date 7 (seven) **DAYS** after posting thereof and shall such Certificate then form an integral part of the **AGREEMENT** for purposes of determining the date of possession.

- 7.6 The **PURCHASER** shall be liable from the **TRANSFER DATE** for all Municipal rates and taxes, levies and any other charges that may be applicable to the **PROPERTY** together with that portion of the levy payable to the **MASTER HOA**. The **PROPERTY** will be revalued by the Local Authority as soon as is possible after the **TRANSFER DATE**, whereafter the rates and taxes payable shall be adjusted retrospectively and the **PURCHASER** shall be liable for payment thereof pro rata from the **TRANSFER DATE**.
- 7.7 In the event of the **POSSESSION DATE** not coinciding with the **TRANSFER DATE**, the **PURCHASER** shall, from the **POSSESSION DATE** until the **TRANSFER DATE**:
- 7.7.1 keep the **PROPERTY** in good repair;
- 7.7.2 not make alterations or additions to the **PROPERTY**, alter the colour scheme or redecorate it without the **SELLER's** consent first being had and obtained;
- 7.7.3 permit the **SELLER** or its agent at all reasonable times to enter and inspect the **PROPERTY** provided the **PURCHASER** has been given prior notice;
- 7.7.4 be responsible for all costs of electricity and water consumed in the **PROPERTY** insofar as these may be separately metered;
- 7.7.5 save insofar as may be inconsistent with the provisions of this **AGREEMENT**, be responsible for all other obligations of an owner as set out in the **ACT**;
- 7.7.6 comply with all the **RULES** applicable to the **PROPERTY**;
- 7.7.7 except with the written consent of the **SELLER** not sell, let or in any other manner dispose of and part with (temporarily or otherwise) the **PROPERTY** or, if applicable, the exclusive use area or its rights of occupation thereof, which consent shall not be unreasonably withheld. The **SELLER** being granting such consent shall be entitled to impose such reasonable conditions as it considers necessary;
- 7.7.8 be liable for occupational rental to the **SELLER** in the amount set out in clause 8;
- 7.7.9 be liable for the estimated levy referred to in clause 7.6.
- 7.8 The **PURCHASER** acknowledges that he is aware of the fact that on the **POSSESSION DATE** and/or the **TRANSFER DATE**, the infrastructure including roads in the **DEVELOPMENT**, the building(s) and/or the improvements with regards to the other units in the **SCHEME** might not be completed and that the **PURCHASER** may be inconvenienced as a result of the building activities, noise, dust or any other causes and nuisance factors in connection with the completion of the **SCHEME**. The **PURCHASER** shall not be entitled by reason of any of the foregoing to cancel or to withdraw from this **AGREEMENT** or to claim damages from any person or institute interdict proceedings, nor shall the **SELLER** be responsible for any loss, damage or inconvenience that may be suffered by the **PURCHASER** as a result of such building operations.

## 8. OCCUPATIONAL RENTAL

In the event of the date of occupation and possession not coinciding with the **TRANSFER DATE**, the **PURCHASER** shall be liable for payment of occupational rental from the **POSSESSION DATE** to the **TRANSFER DATE** payable as follows:

- 8.1 monthly in advance on or before the 5<sup>th</sup> (fifth) **DAY** of each and every month, or in the event of the **POSSESSION DATE** being after the 1<sup>st</sup> (first) **DAY** of a month, the occupational rental shall be payable pro rata on the **POSSESSION DATE** and thereafter on the 5<sup>th</sup> (fifth) **DAY** of each and every month following thereafter as aforesaid, until transfer of the **PROPERTY** is registered in the Deeds Office;
- 8.2 the amount as referred to in clause 9 of the Schedule of Information to this **AGREEMENT**.

## 9. SUSPENSIVE CONDITIONS

This **AGREEMENT** is subject to the following suspensive conditions:

### 9.1 **Mortgage bond**

- 9.1.1 Should an amount be inserted in clause 6.1 of the Schedule of Information to this **AGREEMENT** regarding the obtaining of a loan, then the **AGREEMENT** shall be subject to a mortgage bond for the said amount being granted to the **PURCHASER** on normal terms and conditions as laid down by a commercial bank against security of a first mortgage bond over the **PROPERTY** or any other acceptable securities, such bond to be approved within 21 (twenty one) days from the **SIGNATURE DATE**, subject to the conditions contained in clauses 9.1.2 to 9.1.6.
- 9.1.2 In the event of the bond not being granted or approved by the said date, the **SELLER** shall have the right to extend the period for a further 14 (fourteen) days in order to obtain such bond, without notice to the **PURCHASER**.
- 9.1.3 Should this transaction be subject to the obtaining of a mortgage bond, the **PURCHASER** hereby irrevocably and *in rem suam* authorises the **SELLER** and/or its nominee the sole right to apply on behalf of the **PURCHASER** for mortgage finance from any financial institution. The **PURCHASER** or any third party on behalf of the **PURCHASER** shall not be entitled to directly apply for such mortgage bond without the **SELLER'S** or its nominee's written consent to do so. The **PURCHASER** undertakes, immediately after the **SIGNATURE DATE** to complete, sign and submit the necessary application forms for the obtaining of the aforementioned loan to the **SELLER** and/or its nominee and to use his best endeavours to obtain approval thereof and shall provide the **SELLER** or its nominee with any relevant documentation that may be required within 7 (seven) days of being called upon to do so.
- 9.1.4 The **PURCHASER** hereby undertakes:
- 9.1.4.1 to furnish the **SELLER** or its nominee on request with the required proof of income, failing which the **PURCHASER** hereby grants the **SELLER** or its nominee the irrevocable consent to obtain the required proof of income directly from the **PURCHASER'S** employer for purposes of obtaining mortgage bond approval;
- 9.1.4.2 that in the event of the loan being granted to him to accept the loan, notwithstanding the fact that the terms and conditions of such loan may have changed between the date of application and the date of granting thereof;
- 9.1.4.3 to apply for the said loan through the services of the Bond Originators nominated by the **SELLER**, being \_\_\_\_\_;



- 9.1.4.4 to ensure and procure that the financial institution from which the **PURCHASER** obtains the loan, instructs the **ATTORNEYS** to attend to the registration of such bond.
- 9.1.5 The **PURCHASER** warrants to the **SELLER** that he is aware of the income requirements of financial institutions in respect of loan approvals and that his income is sufficient to qualify for the granting of the loan.
- 9.1.6 The suspensive condition referred to in this clause 9.1 shall be deemed to be fulfilled upon the issue of a letter by a South African commercial bank or other financial institution granting the said loan in principle.

## 9.2 Development approval

That the **SELLER** obtains the approval of the Local Authority to proceed with the **DEVELOPMENT** within a period of 1 (one) year calculated from the **SIGNATURE DATE** or such extended date as mutually agreed upon between the **PARTIES**.

## 9.3 Continuance of development

- 9.3.1 As a result of the economic viability of the **SCHEME** depending largely on the response by the purchasing public to the marketing and advertising campaign launched in respect of the **DEVELOPMENT**, it is hereby specifically agreed that this **AGREEMENT** is subject to and conditional upon the **SELLER** resolving to implement the **DEVELOPMENT**. If the **SELLER** or his agent fails to notify the **PURCHASER** in writing by no later than **1 July 2011** of its decision not to implement the **DEVELOPMENT**, the **SELLER** shall be deemed to have committed itself to the **DEVELOPMENT** and this **AGREEMENT** shall be binding in all respects. In the event of the **SELLER** in its sole discretion electing not to proceed with the proposed **DEVELOPMENT**, the **SELLER** is to inform the **PURCHASER** thereof in writing. Upon such notice the **SELLER** is to refund the **PURCHASER** the deposit paid together with interest earned thereon and the **PARTIES** reciprocally acknowledge that they shall have no further claim(s) against each other arising herefrom.

- 9.3.2 The **SELLER** shall be entitled to waive this condition in its sole discretion and shall not be obliged to notify the **PURCHASER** thereof.

## 9.4 Sectional title register

That the **SELLER** being able to open the Sectional Title Register in regard to the **SCHEME**.

## 9.5 Non compliance

In the event of non compliance with any of the aforementioned suspensive conditions by the said dates, then the **SELLER** or the **PURCHASER** will have the right to cancel this **AGREEMENT** by giving written notice to the other **PARTY** at his *domicilium citandi et executandi* in which event the **PARTIES** shall be re-instated to their *status quo ante* the **AGREEMENT**.

## 10. REGISTRATION OF TRANSFER

- 10.1 The **PARTIES** hereby irrevocably appoint the **ATTORNEYS** to effect:

- 10.1.1 the registration of transfer of the **PROPERTY** into the name of the **PURCHASER**;
- 10.1.2 the registration of a mortgage bond as referred to in clause 9.1 in the event of the **PURCHASER** requiring a bond to be registered;
- 10.1.3 the opening of a Sectional Title Register for the **SCHEME** and the simultaneous transfer of any **sections** in the **SCHEME** which have been sold by the **PURCHASER** to third parties.
- 10.2 The registration of transfer of the **PROPERTY** into the name of the **PURCHASER** shall be effected as soon as:
- 10.2.1 the **PROPERTY** is registerable and subject to the fulfilment of all suspensive conditions in terms of this **AGREEMENT**;
- 10.2.2 the fulfilment of the conditions mentioned in clauses 7.1.4 and 7.1.5;
- 10.2.3 the purchase price (VAT inclusive) or balance thereof has either been guaranteed or paid;
- 10.2.4 the costs as referred to in clause 11 have been paid;
- 10.2.5 a Sectional Title Register for the **SCHEME** is opened in the Deeds Office at Cape Town.
- 10.3 The **PURCHASER** undertakes to comply with any law, ordinance or regulation relating to the passing of transfer and to sign all documentation which may be required to effect registration of transfer of the **PROPERTY** into the name of the **PURCHASER**, simultaneous registration of the mortgage bond, if applicable, and to give effect to the terms and conditions of this **AGREEMENT**.
- 10.4 Such signatures shall be effected at the offices of the **ATTORNEYS** within 5 (Five) **DAYS** of demand and if the documents are signed other than at the offices of the **ATTORNEYS**, the signed documents shall be delivered to the **ATTORNEYS** within 3 (Three) **DAYS** of date of signature at the offices of the **ATTORNEYS'** nominated correspondents.
- 10.5 The **PARTIES** irrevocably authorise the **ATTORNEYS** to sign all required declarations and applications on their behalf to enable the **ATTORNEYS** to obtain the necessary transfer duty exemption certificates and to open the Sectional Title Register for the **SCHEME** in the Deeds Office at Cape Town.

## 11. **COSTS**

- 11.1 The **SELLER** accepts liability for his account and will pay on demand to the **ATTORNEYS** –
- 11.1.1 all fees and costs of and incidental to the drawing of this **AGREEMENT**, including all attendances in connection therewith on the scale as between Attorney and Client, irrespective of whether the suspensive conditions referred to in clause 9 are fulfilled or not, plus **VAT** calculated thereon;
- 11.1.2 all fees and costs of registration of transfer, plus **VAT** calculated thereon.

11.2 The **PURCHASER** accepts responsibility for his account and will pay on demand to the **ATTORNEYS** all fees, disbursements and costs of passing the mortgage bond over the **PROPERTY** referred to in clause 9.1 (if applicable) plus **VAT** calculated thereon and any bank costs, which costs shall be payable prior to transfer on receipt of the **ATTORNEYS'** statement of account.

11.3 The **SELLER** hereby confirms that as a result of his registration as a **VAT** vendor in terms of the *Value-Added Tax Act No. 89 of 1991*, as amended or replaced from time to time as referred to in clause 6.5, no transfer duty shall be payable on the purchase price.

## **12. TITLE CONDITIONS AND PROVISIONS**

### **12.1 Title conditions**

The **PROPERTY** is sold as described in the existing or any title deed thereof, and is subject to:

12.1.1 all existing title conditions, restrictions and servitudes (if any) attaching thereto or mentioned, or referred to in the title deed of the **PROPERTY**;

12.1.2 such conditions as may be imposed by the Local Authority in approving the **DEVELOPMENT**;

12.1.3 the **RULES**.

### **12.2 Phased development**

The **PARTIES** hereto hereby record and agree that:

12.2.1 the **DEVELOPMENT** may be developed in phases and that the **PURCHASER** is aware that the **DEVELOPMENT** may be incomplete on the **TRANSFER DATE**;

12.2.2 the **SELLER** may hold a real right to extend the **SCHEME** pursuant to the provisions of *Section 25* of the **ACT**.

### **12.3 Resale and/or Alienation**

The **PURCHASER** may not advertise for sale, nor sell or alienate the **PROPERTY** prior to the **TRANSFER DATE** without the prior written consent of the **SELLER**.

### **12.4 Building standards**

12.4.1 The **SELLER** hereby undertakes to complete the **PROPERTY** in a good and workmanlike manner, substantially in accordance with the approved building plans and specifications thereto as indicated on the attached copies thereof marked **ANNEXURE "C"** on or before the date of possession referred to in clause 7.1 or such extended date referred to in clause 7.4, on the condition that the **SELLER** will be entitled in its discretion to deviate from the building plans and specifications thereto if, during the building and construction of the **PROPERTY** and units it appears that such deviation will result in the most significant, practical and economical completion of the **PROPERTY** and/or other units in the **SCHEME**, without essentially deviating from the building plans or having a negative effect on the quality and finishing of the **PROPERTY**.

- 12.4.2 The **SELLER** shall not be obliged at any time to agree to any extras, omissions, variations or changes of any nature whatsoever to the **PROPERTY** and for the purpose of this clause:
- 12.4.2.1 variations shall mean any alteration or modification of the design or quality of finishes or any additions or substitution or omission to or from the **PROPERTY** as reflected in the annexed plans and specifications which have been recorded in writing and signed by both the **PURCHASER** and the **SELLER** or the **SELLER's** authorised agent;
- 12.4.2.2 in the event of the **SELLER** agreeing to undertake variations, the **SELLER** will not be required to proceed therewith until payment for such variations has been made in full to the **SELLER**. If the **SELLER** elects to proceed with the variation prior to the receipt of payment in respect thereof, the **PURCHASER** shall be liable for payment of interest from the date of commencement of the variations to date of payment at the rate of interest determined in accordance with clause 6.6. The **SELLER** shall be entitled to require payment on demand;
- 12.4.2.3 the **PURCHASER** shall not employ any person or firm to carry out any work of whatsoever nature on or to the **PROPERTY** or any portion thereof prior to the **TRANSFER DATE**;
- 12.4.2.4 the **PURCHASER** will be given the opportunity of exercising a choice of certain finishes from the selection to be made available by the **SELLER**. Such choice relates inter alia to carpets, tiles and cupboards. The **PURCHASER** undertakes to finalise his choice of finishes in collaboration with the **SELLER** when notified. Should the **PURCHASER** fail to make his selection for any reason whatsoever, then the **PURCHASER** shall be deemed to have appointed the **PROJECT MANAGER** as his agent to make such selection on his behalf and the **PROJECT MANAGER's** choice shall be regarded as final and binding. Where the **PURCHASER** is called upon to make any other selection or to furnish information required to finalise design or finishes and he fails to do so within 10 (ten) **DAYS** of dispatch of the notice calling upon him to do so, he shall be deemed to have appointed the **PROJECT MANAGER** as his agent to make such selection or decision on his behalf and he is bound thereby.
- 12.4.3 The **PARTIES** hereby confirm that they are aware that the extent of the **PROPERTY** referred to in the Schedule of Information to this **AGREEMENT** is surveyed for the purposes of drawing the building plan, which surveyance is calculated from the exterior line of the boundary walls, while the extent of the **PROPERTY** for purposes of the **ACT** will be surveyed from the median line of the boundary walls of the **PROPERTY**. There may be a difference in the extent as a result of the different methods of surveyance. The **PURCHASER** shall not be entitled to withdraw from this **AGREEMENT** or to claim damages from any person as a result of any possible difference in the extent of the **PROPERTY**.
- 12.4.4 The **SELLER** shall similarly be entitled to vary the numbers allocated to the **PROPERTY** on the plan, as well as the name of the **SCHEME** and the situation of the individual parking bays within the general area designated for such parking bays.
- 12.4.5 Notwithstanding anything to the contrary herein contained and in the event of any dispute relating to the building(s) and/or the **PROPERTY** or any portion thereof with regard to the construction of or any defect in respect thereof or as to design or standard

of finishes or standard of fittings, then the **ARCHITECT** shall in its absolute discretion determine such a dispute and the **PARTIES** are bound by such decision.

## 12.5 Defects

The **PURCHASER** shall be entitled within a period of 90 (ninety) **DAYS** after the **POSSESSION DATE** referred to in clause 7.1 and notwithstanding the signature of the Handover Certificate referred to in clause 7.1.5 to provide the **ARCHITECT** with a written list of the defects, if any, on the **PROPERTY** for rectification. The **SELLER** shall be obliged at its cost to remedy such defects as expeditious as reasonably possible in accordance with the program of the **SELLER's** building contractors for the "snagging" of the **SCHEME**. Save for patent defects timeously so notified, the **PURCHASER** shall be deemed to have accepted the **PROPERTY** in good order and condition.

## 12.6 Electrical compliance certificate

The **SELLER** shall at his own cost obtain the Certificate of Compliance from an accredited person in respect of all electrical installations in the dwelling in accordance with the requirements of the Electrical Installation Regulations made under the *Machinery and Occupational Safety Act No. 6 of 1983* as repealed by the *Occupational Health and Safety Act No. 85 of 1993* and will the Certificate of Compliance be handed over to the **ATTORNEYS** on or before the **TRANSFER DATE**.

## 12.7 NHBRC

The **PROPERTY** is warranted under the terms and conditions of the National Home Builders Registration Counsel contained in the standard Home Builders Warranty and the **PARTIES** agree that any defect to the **PROPERTY** will be dealt with in accordance with the *Housing Consumers Protection Measures Act No. 95 of 1989* and the Regulations promulgated in terms of the said Act.

## 12.8 MASTER HOA, HOME OWNERS' ASSOCIATION, BODY CORPORATE and levies

12.8.1 Pending the establishment of the **BODY CORPORATE** in terms of the **ACT**, a governing body will be established with regards to the **SCHEME** which will have the same rights and duties as the **BODY CORPORATE**.

12.8.2 Membership of the governing body will be awarded to and is compulsory for all purchasers of **sections** in the **SCHEME**.

12.8.3 The **ACT** and the **RULES** shall *mutatis mutandis* apply to the governing body and its members.

12.8.4 At the establishment of the **BODY CORPORATE** in terms of the **ACT**, the **BODY CORPORATE** will take over all the rights and duties of the governing body.

12.8.5 The **PURCHASER** hereby confirms that he is aware that the **BODY CORPORATE** will become a member of the **MASTER HOA** and the **HOME OWNERS' ASSOCIATION** and that the **BODY CORPORATE** will collect levies on behalf of the **MASTER HOA** and the **HOME OWNERS' ASSOCIATION** from the **PURCHASER** for the upkeep of the area within the jurisdiction of the **MASTER HOA** and the **HOME OWNERS' ASSOCIATION**.

- 12.8.6 It is recorded that the **SELLER** intends, when submitting the application for the opening of the sectional title register in respect of the **SCHEME**, to register special **RULES** for the **BODY CORPORATE** under *Section 35* of the **ACT**.
- 12.8.7 The **PURCHASER** binds himself to the **SELLER** as a *stipulatio alteri* on behalf of all other purchasers of **sections** in the **SCHEME** to the conditions and provisions of the **RULES**.
- 12.8.8 The budget of the levies payable is attached hereto marked **ANNEXURE "G"**.
- 12.8.9 The **SELLER** shall be liable for payment of all municipal rates, taxes and levies required for the issue of the rates clearance certificate to effect transfer of the **PROPERTY** up to the date of approval of the building plans by the Local Authority.
- 12.8.10 The **PURCHASER** shall be liable for payment of any additional costs which may be levied due to the omission, miscalculation and/or recalculation by the Local Authority pertaining to the **PROPERTY** with effect from date of approval of the building plans by the Local Authority.

### 12.9 ENVIRONMENTAL MANAGEMENT PLAN

The **PARTIES** hereto record that they are aware of the **ENVIRONMENTAL MANAGEMENT PLAN** governing the **DEVELOPMENT** of which the **PROPERTY** forms part and in particular the requirements for building and civil engineering contractors. The **PARTIES** agree that such **ENVIRONMENTAL MANAGEMENT PLAN** and any amendment regulations thereto shall be deemed to be incorporated into this **AGREEMENT** and shall be binding on all **PARTIES** hereto.

### 13. WARRANTIES

- 13.1 The **PURCHASER** acknowledges that the **SELLER** has made no representations and given no warranties in respect of the subject matter of this **AGREEMENT**, the **PROPERTY** or in respect of anything relating thereto, whether expressed or implied, not expressly contained herein, and he has not been influenced by any representation made by or on behalf of the **SELLER** to enter into this **AGREEMENT**, save as specifically set out in this **AGREEMENT**. Without limiting the generality of the foregoing, it is recorded that the Site Development Plan represents artists impressions of the **DEVELOPMENT**, that it is not foreseen that the completed **DEVELOPMENT** will correspond with the Site Development Plan in all detail, however, it will not be materially different. The **SELLER** shall not be held liable for any changes to the layout, design of buildings, water features, landscaping, etc as it may appear on the Site Development Plan.
- 13.2 The **PURCHASER** hereby acknowledges that with effect from the **TRANSFER DATE** the sale of the **PROPERTY** is "voetstoots", i.e. as it stands and the **PURCHASER** accepts transfer subject to all conditions and servitudes burdening or benefiting the **PROPERTY**.
- 13.3 The **PURCHASER** acknowledges that the finishes to the **PROPERTY** will not necessarily be the same as those illustrated in any show-room utilised for display purposes or contained in any other material exhibited by the **SELLER** or its representatives or agents. The **SELLER** warrants that alternative finishes will be of similar type and equivalent quality.
- 13.4 The **PURCHASER** shall not be entitled for whatsoever reason to withhold, set off or retain any amounts owing by the **PURCHASER** to the **SELLER**, nor shall the **PURCHASER** be entitled to

withhold or abate a payment of any amount due to the **SELLER** in terms of this **AGREEMENT** by reason of any breach or alleged breach of the **SELLER's** obligations hereunder.

#### **14. AGENT'S COMMISSION**

14.1 The **SELLER** is responsible for payment of the Agent's commission referred to in Schedule "A" in accordance with the **SELLER's** mandate to the Agent and the **ATTORNEYS** are hereby authorised irrevocably to deduct the said commission from the purchase price and to pay it over against registration of transfer. Should the transaction fall through as a result of any act or omission or default on the part of the **PURCHASER**, then such **PURCHASER** shall be liable for payment of the commission to the Agent and the **SELLER** and/or the Agent will be entitled immediately to recover same from the **PURCHASER**.

14.2 The **PURCHASER** hereby declares that the Agent mentioned in Schedule "A" was the effective cause of this transaction and should any other estate agent(s) after payment of the commission hereinmentioned lodge a claim against the **SELLER**, and can prove that they were the effective cause of the sale, then the **PURCHASER** hereby indemnifies the **SELLER** against such claim(s) plus all costs in connection therewith.

#### **15. FICA COMPLIANCE**

The **PARTIES** undertake within 10 (ten) **DAYS** from request thereof by the **ATTORNEYS**, to deliver/furnish to the **ATTORNEYS** such documentation and information as may be required to procure compliance with the provisions of the *Financial Intelligence Centre Act No. 38 of 2001*, as amended arising from this transaction and as more fully set out in **ANNEXURE "E"** hereto.

#### **16. PURCHASE ON BEHALF OF A COMPANY / CLOSE CORPORATION / TRUST / OTHER LEGAL ENTITY**

16.1 If a person enters into this **AGREEMENT** in a representative capacity, then such person binds himself as surety and co-principal debtor in favour of the represented **PARTY** for the due performance of his principal in terms of this **AGREEMENT** and does such person and the represented **PARTY** renounce all benefits arising from the legal exceptions that may be applicable, namely *ordinis seu excusionis et divisionis* and *de duobus vel pluribus reis debendi*. If the person proposing to act in a representative capacity appears not to be in possession of proper written authority by his principal, then and in that instance the person who signed this **AGREEMENT** will, in his personal capacity, be liable for the due fulfillment of all the obligations of such signatory's principal whom he pretended to represent.

16.2 If this **AGREEMENT** is entered into by the signatory as Trustee for a Close Corporation or Company to be formed or already formed, or on behalf of himself or his nominee, then in that instance the signatory shall in his personal capacity be liable for the due fulfillment of all the obligations of such party in terms of this **AGREEMENT**, if:

16.2.1 the Close Corporation or Company to be formed is not formed before or on the date on which guarantees in terms of this **AGREEMENT** is to be furnished; or

16.2.2 the Close Corporation or Company is formed, but does not ratify, adopt and accept this **AGREEMENT**; or

16.2.3 the Close Corporation or Company ratifies, adopt and accept this **AGREEMENT**, but does not perform timeously in terms thereof; or

- 16.2.4 is a Close Corporation or Company which has already been formed and such Close Corporation and Company fail to perform timeously in terms of this **AGREEMENT**; or
- 16.2.5 such party nominates another person and the person thus nominated does not accept or do accept the nomination, but fails to perform timeously in terms of this **AGREEMENT**.

## **17. JOINT AND SEVERAL LIABILITY**

If more than one **PURCHASER** is parties to this **AGREEMENT**, then all such persons shall jointly, severally and *in solidum* be liable for the due performance of the **PURCHASER**'s obligations in terms of this **AGREEMENT** and does the **PURCHASER** hereby renounce all benefits arising from the legal exception *de duobus vel pluribus reis debendi* (to recover the full debt from any one of the purchasers).

## **18. DOMICILIA AND NOTICES**

18.1 For the purposes of this **AGREEMENT**, including the giving of notices and the serving of legal process, the **PARTIES** choose their respective *domicilium citandi et executandi* (hereinafter called '*domicilium*') as follows:

18.1.1 The **SELLER**: as contained in the Schedule of Information to this **AGREEMENT**; and

18.1.2 The **PURCHASER**: as contained in the Schedule of Information to this **AGREEMENT**.

18.2 A **PARTY** may at any time change his *domicilium* by notice in writing, provided that the new *domicilium* is in the Republic of South Africa and consists of, or includes a physical address at which process can be served or notices given.

18.3 All notices shall be in writing and sent by prepaid registered post or delivered by hand or e-mailed or faxed, together with proof thereof, to the *domicilium* chosen by the **PARTY** concerned and shall, if posted, be deemed to have been duly delivered and received by the addressee 7 (seven) **DAYS** after the day on which such notice was posted, and if delivered by hand or e-mailed or faxed, be deemed to have been duly delivered and received by the addressee within 24 (twenty four) hours of delivery of sending thereof.

## **19. BREACH**

19.1 Any failure to comply with clauses 10.3, 10.4 and 15 aforesaid, shall result in a breach of the **AGREEMENT**.

19.2 In the event of either **PARTY** committing any breach of this **AGREEMENT** or failing to sign the transfer and/or bond documentation at the offices of the **ATTORNEYS** or their nominated correspondents and/or fail to supply information required by the **ATTORNEYS** when requested thereto by the **ATTORNEYS**, then and in such an event, the aggrieved **PARTY** will be entitled to give the defaulting **PARTY** written notice of such breach, which notice is either to be handed to the defaulting **PARTY** or sent to him by prepaid registered post or e-mail or facsimile, describing the defaulter's breach of contract and demanding that such breach be rectified within 7 (seven) **DAYS** (unless such breach occurs at a time critical to the registration procedure, in which case the 7 (seven) **DAY** period may at the **SELLER**'s discretion be reduced to 24 (twenty four) hours) from the date on which such notice was handed to the defaulter or sent to him as above stated, as the case may be. In the event of



the defaulter failing to comply with such demand within the said period, the aggrieved **PARTY** will be entitled, without prejudice to any other rights which he may, in law, be entitled to:

- 19.2.1 should the aggrieved **PARTY** be the **SELLER** –
- 19.2.1.1 to claim immediate payment of the whole of the purchase price and the fulfilment of all the terms and conditions of the **AGREEMENT**, whether or not the due date for such performance shall otherwise have arrived;
- 19.2.1.2 to cancel this **AGREEMENT** by giving written notice to the **PURCHASER**, to immediately retake possession and occupation of the **PROPERTY** and to eject any occupier of the **PROPERTY** who has obtained the right of occupation from the **PURCHASER**;
- 19.2.1.3 the **PURCHASER** will have no right of recourse against the **SELLER** in respect of any improvements effected by him to the **PROPERTY** and the **PURCHASER** will have no right of retention. The **SELLER** will furthermore, subject to the relevant statutory provisions, have the right to retain as *rouwkoop* or predetermined damages all payments made by the **PURCHASER**, without prejudice to the **SELLER'S** other legal rights and remedies and the right to claim such damages plus **VAT** as has actually been suffered by him in either event; or
- 19.2.1.4 to recover such damages plus **VAT** as he may have suffered as a result of such cancellation (including any loss and expenses on a resale, whether by public auction or private treaty), in which case the amount(s) paid to the **SELLER** or his Agent or to the **ATTORNEYS** as aforesaid shall not be forfeited as *rouwkoop*, but may be retained by the **SELLER** by way of set-off or partial set-off against the damages claimed by the **SELLER**, without prejudice to the **SELLER'S** other legal rights and remedies;
- 19.2.1.5 in the event of the **PURCHASER** failing to vacate the **PROPERTY** for any reason, then the **SELLER** will, without prejudice to any of his rights to eject the **PURCHASER** and recover damages, be entitled to recover interest from the **PURCHASER** at the maximum rate from time to time as contemplated in the *National Credit Act No. 34 of 2005, as amended*, plus all payments due in terms of the provisions of this clause 19.2. Should the **SELLER** require it, the **PURCHASER** shall remove any completed and/or incomplete structures or other movable assets from the **PROPERTY** and further clean and tidy the **PROPERTY** at his own expense and to the satisfaction of the **SELLER**;
- 19.2.1.6 the **PURCHASER** further undertakes to pay all attorney-and-own-client costs plus **VAT**, including tracing costs and collection commission at 10% (Ten Percent) on any capital amount and costs, whether it was paid prior to or after judgment plus **VAT** which the **SELLER** might incur in collecting any amount owing in terms of this **AGREEMENT** by the **PURCHASER** and which is not paid on the due date thereof, including interest calculated on such amount in accordance with the interest rate as indicated in clause 6.6, from the date such an amount becomes due, until date of receipt of payment;
- 19.2.2 should the aggrieved **PARTY** be the **PURCHASER** –
- 19.2.2.1 to institute proceedings for the enforcement of his rights in terms hereof; or

19.2.2.2 to cancel the **AGREEMENT** and to recover all payments which have been made to the **SELLER** in accordance with the **AGREEMENT**; and, in either event,

19.2.2.3 to recover such damages as he may have suffered due to the **SELLER's** breach.

19.3 For all purposes of this **AGREEMENT** any act or omission on the part of any tenant, nominee or other person who occupies the **PROPERTY** or **UNIT**, or invitee of the **PURCHASER**, or other person who goes upon the **SCHEME**, shall be deemed to be an act or omission of the **PURCHASER**.

## **20. JURISDICTION**

20.1 For the purposes of proceedings or action arising from this **AGREEMENT**, the **PARTIES** hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction over the person of the defendant in terms of *Section 28 of the Magistrate's Court Act No. 32 of 1944*, notwithstanding that any such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the Court pursuant to *Section 45 of the Magistrate's Court Act No. 32 of 1944*, or any amendment thereof, provided that the **SELLER** shall have the right at its sole option and discretion to institute proceedings in any other competent Court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.

20.2 The **PARTIES**, however, reserve the right at their sole discretion to institute action in the High Court and to claim costs on the High Court scale.

## **21. GENERAL**

### **21.1 Warrantee with regards to income tax / VAT**

The **PARTIES** warrant that they do not currently, and until registration of transfer of the **PROPERTY** to the **PURCHASER**, will not be in default of any income, **VAT** or other tax law obligations to the South African Revenue Services by virtue of the *Income Tax Act No. 58 of 1962, as amended* or any other applicable tax legislation which will serve to delay the obtaining of a transfer duty receipt or exemption certificate from the South African Revenue Service or serve to cause the financial institution granting a mortgage bond to the **PURCHASER** (if applicable) to withdraw the mortgage finance offered. Any breach of this warrantee will be deemed to be a breach of the **AGREEMENT**, which will be dealt with in accordance with the provisions of clause 19.

### **21.2 Sole record of agreement**

This **AGREEMENT** constitutes the sole record of the agreement between the **PARTIES** with regard to the subject matter hereof. No **PARTY** shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This **AGREEMENT** cancels and supercedes all other contracts entered into by the **PARTIES** in relation to the **PROPERTY** before the date of this **AGREEMENT**.

### **21.3 No amendments except in writing**

Any amendment, addition hereto, variation hereof, or consensual cancellation of this **AGREEMENT** will be of no force or effect unless it appears in writing and is signed by or on behalf of the **PARTIES** hereto.

#### 21.4 Waivers

Any relaxation or indulgence in respect of time or anything else granted by the **SELLER** to the **PURCHASER** will not be considered to impair any of the rights of the **SELLER** in terms of the **AGREEMENT**, or effect any right whatsoever of the **SELLER** and shall not constitute a waiver of the rights of the **SELLER** and shall not preclude the **SELLER** from exercising any of his rights which may have arisen in the past or which might arise in future.

#### 21.5 Survival of obligations

Any provision of this **AGREEMENT** which contemplates performance or observance subsequent to any termination or expiration of this **AGREEMENT** shall survive any termination or expiration of this **AGREEMENT** and continue in full force and effect.

#### 21.6 Approvals and consents

An approval or consent given by a **PARTY** under this **AGREEMENT** shall only be valid if in writing and shall not relieve the other **PARTY** from the responsibility of complying with the requirements of this **AGREEMENT**, nor shall it be construed as a waiver of any rights under this **AGREEMENT** except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this **AGREEMENT**.

#### 21.7 Severability

If any one or more of the provisions of this **AGREEMENT** is declared or adjudged (formally or informally) by a competent authority to be illegal, invalid or unenforceable under any law applicable in any jurisdiction in which this **AGREEMENT** is to be performed:

- 21.7.1 that provision shall be deemed for all purposes to be severable from all the other provisions, which provisions shall continue in force unaffected; and
- 21.7.2 this **AGREEMENT** thus continuing shall (subject and without prejudice to any appeal to higher authority as to the status of that provision) exclude the offending provision but, if such deletion substantially effects or alters the commercial basis of this **AGREEMENT**, include such provision, as the **PARTIES** shall in good faith agree which will, while not being void or unenforceable, most nearly achieve the object of the allegedly void or unenforceable provisions.

#### 21.8 Voluntary agreement and independent advice

- 21.8.1 The **PURCHASER** herewith confirms that he has read the contents of the **AGREEMENT** (meaning, as well as consequences) and that he clearly understands it and/or that it was duly, and to his satisfaction explained to him by a representative of the Agent referred to in clause 14.1 or the **ATTORNEYS** in a language and in a manner which he understood and that he has signed the **AGREEMENT** voluntary, without any form of duress.
- 21.8.2 The **PURCHASER** further acknowledges that he has been free to secure independent legal advice as to the nature and effect of all of the provisions of this **AGREEMENT** and that he has either taken such independent legal advice or dispenses with the necessity of doing so. Furthermore, he acknowledges that all of the provisions of this **AGREEMENT** and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the **PARTIES** in connection with the transaction contemplated in this **AGREEMENT**.

**ANNEXURE "B"**

**SITE DEVELOPMENT PLAN**

*(attached hereto)*

**ANNEXURE "C"**

**DRAFT FLOOR PLANS**

*(attached hereto)*

**ANNEXURE “D”**

**BUILDING SPECIFICATIONS**

*(attached hereto)*

## ANNEXURE "E"

### LIST OF FICA DOCUMENTS REQUIRED

The following documents must be furnished to comply with the *Financial Intelligence Centre Act, Act No 38 of 2001*, namely:

#### INDIVIDUALS / PARTNERSHIPS

1. a certified copy of page 1 of the purchaser's Identity document, his Marriage Certificate, Antenuptial Contract or Divorce order (if applicable) or, if married in community of property, also a certified copy of the Identity document of the purchaser's spouse or alternatively, if the purchaser's spouse is deceased, also a certified copy of his/her death certificate or death notice;
2. a certified copy of a Utility Bill addressed to the purchaser's residential address (not postal address) or rental contract, or alternatively a Sworn Affidavit to the effect that the purchaser currently reside at the said address;
3. a certified copy of a document issued by the South African Revenue Services reflecting the purchaser's Income Tax number;
4. a cancelled cheque or particulars of the purchaser's Bank account certified by his Bankers.

#### **Documents which can be used for verification (not older than 3 months):**

Bank statement / Rental contract / Municipal account / Bond account statement / Telkom account / SARS return or IRP5 / Insurance policy / Salary advice / Motor license / Correspondence by Body Corporate of Sectional Title Scheme.

#### CLOSE CORPORATIONS / COMPANIES / TRUSTS

1. certified copies of the latest:  
**CLOSE CORPORATION (CC)**  
Certificate of Incorporation and Founding Statement (CK1 and/or CK2), both of which must have the Registrar's stamp and be signed by a member;  
**COMPANY**  
Certificate of Incorporation (CM1 or CM3), Memorandum and Articles of Association (CM2, CM4 and/or CM44), Certificate of Change of Name (CM9 - if applicable), Notice of Registered Office and Postal Address (CM22), Certificate to Commence Business (CM46) and Contents of Register of Directors and Auditors (CM29), all bearing the Registrar of Companies' stamp and be signed by the Secretary of the company;  
**TRUSTS**  
Trust Deed or other founding document and Master's Letter of Authority;
2. Certified copies of all **members' / directors' / trustees' & beneficiaries' & founder's** Identity documents, Marriage certificates, Antenuptial contracts or Divorce orders (if applicable) or if married in community of property, also certified copies of the Identity document of such **members' / directors' / trustees' & beneficiaries' & founder's** spouse or alternatively, if the **members' / directors' / trustees' & beneficiaries' & founder's** spouse is deceased, a certified copy of his/her death certificate or death notice;
3. A certified copy of any Utility Bill addressed to the **CC's / company's / trust's** physical business address (not postal address) or rental contract, or alternatively a Sworn Affidavit to the effect that the said address is currently the **CC's / company's / trust's** physical business address;
4. Certified copies of any document issued by the South African Revenue Services reflecting the **CC's / company's / trust's** Income Tax and/or VAT registration numbers;
5. A cancelled cheque or particulars of the **CC's / company's / trust's** Bank account certified by the **CC's / company's / trust's** Bankers;
6. A certified copy of the resolution in terms of which the property was purchased.

**ANNEXURE "F"**

**ATTORNEYS' TRUST ACCOUNT PARTICULARS**

**SYMINGTON & DE KOK**

**TRUST ACCOUNT**

<b>BANK</b>	<b>FIRST NATIONAL BANK</b>
<b>BRANCH &amp; CODE</b>	<b>BRANDWAG (230-137)</b>
<b>ACCOUNT NO.</b>	<b>51713309635</b>
<b>REFERENCE</b>	<b>MC0808MGB4450</b>
<b>SWIFT NO.</b>	<b>FIRNZAJJ</b>

**PLEASE INSERT THE REFERENCE CODE ON THE DEPOSIT SLIP AND FAX A COPY TO  
MC JACOBS AT (021) 913 3240**

**No. 24 BLUEBERRY LANE  
(No. \_\_\_\_\_ NORTHBLUE)  
BURGUNDY ESTATE  
DEPOSIT = R \_\_\_\_\_**



**ANNEXURE “G”**

**BUDGET OF LEVIES PAYABLE**

*(attached hereto)*

# BLUEBERRY



**LANE**

*A sweet deal*

## RULES

**SELLER:** EXAR DEVELOPMENT AND CONSTRUCTION (PTY) LTD

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

**PROPERTY:** Unit 24 Blueberry Lane (Unit \_\_\_\_\_ Northblue), at Burgundy Estate.

**DATE OF PURCHASE:** \_\_\_\_\_ 20\_\_

By signing this document the **PURCHASER** confirms that he has received and read the **RULES** of the abovementioned Sectional Title **SCHEME** that he, as well as any possible lessees will accept these **RULES** and will adhere to it.

**SIGNED at** ..... **on the** ..... **day of** ..... **20**.....

**AS WITNESSES:**

1. ....

2. ....

.....  
**SELLER**  
 Herein represented by MSAWENKOSI  
 XINWA who is duly authorised thereto

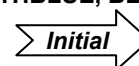
**SIGNED at** ..... **on the** ..... **day of** ..... **20**.....

**AS WITNESSES:**

1. ....

2. ....

.....  
**PURCHASER**  
 Herein represented by .....  
 .....  
 who is duly authorised thereto



## **CONDUCT RULES**

### **1. EXTERIOR OF LIVING UNIT**

- 1.1 No alterations or additions of whatsoever nature to the exterior of the living Unit may be affected without the prior written consent of the Trustees acting on behalf of the Body Corporate for this sectional title scheme. After consent for an alteration or addition has been given this shall also be the norm for other units.
- 1.2 No air conditioning units may be affixed to the exterior of a unit without written Consent of the Body Corporate.
- 1.3 General maintenance to the exterior of a unit has to be approved in writing by the Trustees.

### **2. BURGLAR BARS AND GATES**

- 2.1 The pattern of burglar bars at the window and the safety gates should have the diagonal pattern.
- 2.2 The burglar bars shall be affixed on the inside of a unit.
- 2.3 The gates and bars shall be coated with brown epoxy

### **3. GARDEN AREAS**

- 3.1 Each garden area shall be kept in a tidy and neat condition, and be watered sufficiently. The Trustees shall have the lawns mown regularly. The lawn on the exclusive use areas shall only be mown. Access to a garden area should also be given for the general maintenance of the property, for instance paint-work or repairs.
- 3.2 A garden area may not be used in such a fashion as to detriment the safety, appearance and attractiveness of the common property.
- 3.3 A garden area shall at all times be kept neat. No rubble, paper, sand, bricks, etc. may be deposited, thrown or permitted on the property.

### **4. COMMON AREAS**

- 4.1 The Trustees are to maintain all lawns, shrubs and trees.
- 4.2 Every occupant should as far as is possible ensure that members of its family, guests and other people do not damage the lawns, shrubs, trees, lights, benches etc. Any person who damages the common property, whether deliberately or negligently, shall be liable for the costs of repair or replacement thereof.
- 4.3 An owner or occupant may not remove or transplant any plant, shrub or tree on the common property without the written approval of the Trustees.

### **5. OCCUPATION OF UNIT**

- 5.1 The maximum number of persons who may occupy any unit permanently in the case of a 2 (two) bedroom unit, are limited to 4 (four) persons, but never more than 3 (three) adults at a

time and in the case of a 3 (three) bedroom unit, are limited to 6 (six) persons, but never more than 4 (four) adults at a time. Where a legal entity owns a unit, the unit may be occupied by a person or persons nominated from time to time, subject to written approval of the Trustees. This permission may not unreasonably be withheld.

- 5.2 An auction may not be conducted on any part of the property, nor any advertisement be erected inside or outside the building, on the common property or on any exclusive use area.
- 5.3 No article or object may be left or stored on the common property or on an exclusive use area without the prior written permission of the Trustees.
- 5.4 A tent or any other construction may not be erected on the common property or on an exclusive use area.
- 5.5 A unit may only be utilized for residential purposes. No business or trading may be conducted from a unit, except with the written permission of the Trustees.
- 5.6 No store room may be utilized for residential purposes.

## 6. **REFUSE AND REFUSE REMOVAL**

- 6.1 No refuse bags will be permitted on the common property or anywhere where it is visible, and should be placed out before 08h00 in the bins in the refuse disposal area to be removed on the same day. Flats bins should be stored under the stairways or in the refuse room. Home bins should be stored in the garages.
- 6.2 No refuse or refuse bags may be placed out over weekends and on public holidays due to the fact that no removal services are available.

## 7. **MOTOR VEHICLES, PARKING AND ROAD USAGE**

- 7.1 Occupant's vehicles may not be parked in front of other occupants' vehicles or in the parking bays of other occupants.
- 7.2 No double parking of any motor vehicle will be allowed
- 7.3 No racing of vehicles, motorcycles or bicycles will be allowed on the common area.
- 7.4 The speed restriction on the terrain of the scheme is 15(fifteen) kilometres per hour.
- 7.5 The trustees have the right to demarcate by yellow lines where parking is prohibited.
- 7.6 The use of soap box carts, skate boards, roller skates etc. is STRICTLY PROHIBITED.
- 7.7 No caravan, boat, trailer, motor cycle, bicycle, tricycle, trailer or commercial vehicle may be used or parked on the common property or be parked in front of parking bays. Delivery vehicles for instance "bakkies" are however allowed.
- 7.8 Motor vehicles should be parked pointing in the direction of the traffic flow. It should furthermore be parked in such a manner that it will not cause any inconvenience to other inhabitants or road users.

7.9 Any person contravening any of the above rules, shall receive a written warning and shall receive a fine of R350.00 (Three Hundred and Fifty Rand) for each infringement. Such fine shall be payable along with the next levy and will be automatically deductible.

8. **MOTOR WRECKS, REFUSE, REPAIRS, ETC.**

8.1 No motor vehicle may be stripped, dismantled or major repairs be effected to a motor vehicle on the common property, on any exclusive use area or in any unit.

8.2 No refuse, motor wrecks, etc. may be left or parked on the common property or on the exclusive use area (parking areas).

8.3 Should any inhabitant contravene sub-rule 8.2, the Trustees may request the owner in writing to have the objects removed within 10 (ten) days from the date of the letter. Should he fail to remove the objects timeously, the Trustees may have it removed on the trespasser's account.

8.4 No owner or inhabitant or their guests or visitors, may cause engine noise by "revving" a vehicle's engine.

8.5 It is strictly forbidden to use a vehicle's hooter.

9. **WASHING AND WASHING LINES**

9.1 Washing may only be hung on the washing lines provided or on standing dry racks on the balcony, but nowhere else. Under no circumstances may it be hung in front of or outside windows or over balcony walls.(Palisades)

9.2 Washing should be removed from the communal washing lines as soon as it is dry, in order that other occupants may also have the use of the lines.

9.3 Should no washing lines be provided, washing lines may be erected by the owner in his garden area. The washing lines may not be so high that the lines or the washing thereon be visible from the outside or where solid walls are erected.

10. **CLEANLINESS**

10.1 No objects may be placed on the window sills and balcony walls.

10.2 No cigarette butts, paper etc. may be thrown out of the flats or from the balconies.

11. **SILENCE**

Silence should be kept during the following hours:

Mondays to Thursdays: From 22h00 to 08h00

Fridays and Saturdays: From 24h00 to 08h00

Sundays: From 13h00 to 16h00, and from 22h00 to 08h00.

12. **DOMESTIC SERVANTS**

- 12.1 No domestic servants (chars etc.) may sleep in or over.
- 12.2 Occupants should assure that their domestic servants do not cause nuisance to any other occupants by being noisy or to cause or make a noise.

13. **CHILDREN**

Occupants are to see to it that their children or visitors or guests do not damage the common property or the property of other occupants or garden areas, for instance tamper with post boxes, plants, taps, water hoses and lights.

14. **ANIMALS**

- 14.1 An occupant may keep animals as pets in their units, but only on condition that such pets do not create a nuisance to other occupants, for instance by barking or walking around unattended.
- 14.2 The following types of dogs are however not allowed:
- 14.2.1 Bull Dog, Bull Mastiff, German Shepherd, Doberman, Bull Terrier, Rottweiler and Labrador; as well as
- 14.2.2 Any dog taller than 40 (forty) cm, measured from the ground to the middle of the back.
- 14.3 Dogs may only be kept within the living unit or the walled exclusive area of a property (if supplied)
- 14.4 When a dog is taken outside a living unit or the walled exclusive area of a property, it should be on a leash and under the control of an adult person.
- 14.5 Should a dog defecate on the common property or on any other owner's property, the owner of the dog should remove the faeces immediately.
- 14.6 No cages or kennels or any other pet housing are allowed on common property or the exclusive use areas.

15. **MONTHLY CONTRIBUTIONS**

- 15.1 All levies are payable in advance by the owners and are to be paid on or before the 7<sup>th</sup> (seventh) day of every month.
- 15.2 Should an owner be in arrears with any payment, he may be given a written warning to pay the arrear amount within 10 (ten) days of the date of the letter. Should he not pay within 10 (ten) days, the Trustees shall have the right to take the following steps:
- 15.2.1 To stop all normal services to the unit until the arrear amount has been paid. These services may include amongst others electricity supply, water supply, refuse removal and the maintenance of the unit.
- 15.2.2 Despite the above, the Trustees may sue the owner for arrear contributions or any other amounts due and owing by the owner to the Home Owner's Association.

- 15.2.3 Interest at 25% (twenty five percent) per annum plus a fine shall be levied on all arrear amounts with effect from the first day of the month on which the owner became in arrear.
- 15.2.4 Should the owner as referred to in sub-rule 15.2.2 above, be summonsed, or receive a letter of demand from an attorney in order to collect the arrear amounts, costs will be payable on a scale as between attorney and own client.
- 15.3 The Trustees do not have to send monthly statements to owners. Should an owner become in arrear, only a letter of demand will be served.
- 15.4 Should an owner require statements of accounts, he will be liable for the costs thereof.

16. **PENALTIES**

- 16.1 A person contravening any of the rules herein, may receive a written warning from the Trustees or its agent as well as a penalty of R75.00 (Seventy Five Rand) for each infringement.
- 16.2 If such warning is not heeded and any rules are thereafter contravened by such person, or somebody residing with him, or somebody in his service, or a guest, within a period of 2 (two) months from date of the written warning, a fine in the sum of R500.00 (Five Hundred Rand) may be levied against the owner's levy account for each infringement thereafter, and he will be obliged to pay same promptly. This right to fine the trespasser does not impinge on any other rights which the Trustees may have against such trespasser. Should the trespasser be a guest of an inhabitant, the Trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests. This reservation does not impinge on any other rights which the Trustees may have against such trespasser or inhabitant.
- 16.3 The penalty may be adjusted annually at the Annual General Meeting should the members find it necessary.

17. **GENERAL**

- 17.1 An owner wishing to sell or rent his unit, should inform the Trustees and the Body Corporate thereof in writing.
- 17.2 An owner leasing his unit, should hand Management Rules, Conduct Rules and any house rules to the lessee and impress upon the lessee to adhere to these rules in view of the fact that the owner is liable for the compliance thereof.
- 17.3 Should an owner or occupant wish to bring any matter to the attention of the Trustees, a written request should be handed to a Trustee.
- 17.4 The owners have confirmed that they are aware of the fact that this Body Corporate shall be a member of the Burgundy Estate Master Homeowners' Association and that the Body Corporate will have to pay levies to the Association.
- 17.5 No unit in this sectional scheme shall be transferred to a new owner without the prior written consent of the Burgundy Estate Master Homeowners' Association.



## QUESTIONS AND ANSWERS

-----  
Q

The Deed of Sale has been signed by me. What is the next step?

A

**The Offer to Purchase will be presented to the Developer. As soon as he is satisfied with it, he will sign it and the original Deed of Sale and documents will be handed to the transferring Attorneys, whose details are hereinafter mentioned.**

-----  
Q

Will someone contact me once I have signed the contracts?

A

**Yes, the transferring Attorneys will contact you and see to the finalisation of your finances and provide you with copies of the signed contracts.**

**The Deed of Sale stipulates that a deposit is payable on acceptance by the Seller. Guarantees must be issued for the balance of the purchase price.**

-----  
Q

In the event of a Mortgage Bond, what are the procedures?

A

**The loan application will be handled by the Bond Originator nominated by the Developer. Both the transferring Attorneys and the Bond Originators will contact you for all the relevant documentation that will be required. It is of the utmost importance that all relevant documentation that is required be supplied to the Bond Originators, so that the loan applications can be processed.**



-----  
Q

What will the situation be if no Mortgage Bond is needed?

A

**The transferring Attorneys will make the necessary arrangements with you so that bank guarantees can be issued. Alternatively you may pay the full purchase price for the property into the trust account of the transferring Attorneys. The amount will be invested in your favour and paid out in accordance with the conditions of the Deed of Sale.**

-----  
Q

When is payment due?

A

**Transfer of the property will take place as soon as the Developer has obtained the occupation and completion certificates, which are expected \_\_\_\_\_ 20\_\_\_\_, where after the transfer will take place. Payment of the purchase price of the property is on date of registration. The transferring Attorneys will advise you accordingly by means of a SMS, fax or e-mail.**

-----  
Q

When will I be able to take occupation?

A

**The Developer's Marketing Agents will keep you informed concerning the progress of the building works and will give you an indication of the expected occupation date. The occupation date will be determined by the terms and conditions set out in the Deed of Sale and at this point the final date cannot be determined, but is expected \_\_\_\_\_ 20\_\_\_\_. Delays may occur as referred to in the Deed of Sale, i.e. inclement weather, etc., but you will be kept informed.**

-----  
Q

Can I change the specifications?

A

**In terms of the Deed of Sale the Seller shall not be obliged to entertain any changes, but if any changes are allowed, it is to be reduced to writing and signed by the Seller and the Purchaser.**

-----  
Q

When will the Rates, Taxes and Levies be my responsibility?

A

**As soon as the property is registered in your name, you will be responsible for payment of Rates & Taxes as well as the availability fees for sewerage and water. The local municipality will inform you in due course of the amounts that are payable. In accordance with the terms in the Deed of Sale you will be responsible for the levies payable to the Home Owners' Association. This amount will be calculated on a pro rata basis and you will be informed by the Managing Agent of the amount payable.**

-----  
Q

Excluding the purchase price of the property, which additional costs will I be responsible for?

A

**The transfer fees are included and this will be paid by the developer. Should you require a mortgage bond to be registered, you will be responsible for the additional bond costs for the simultaneous registration of your mortgage bond.**

**In the event that changes were made to the specifications and you and the developer have agreed in writing thereto, then there will also be an additional expenditure for such changes or upgrades.**

-----  
Q

Can I sell the unit before completion?

A

**Yes, but only with the written permission of the Seller. You will still be responsible for all payments of the building costs. A sale between you and the third person will be entirely a separate and independent transaction.**

-----  
Q

When can I make my final choices to the specifications?

A

**You will be contacted by the Developer's office in good time to make your choice of finishes in collaboration with the Seller. There will be a specified time to allow for any changes, where after the standard specifications will be used.**

-----  
Q

May I visit the building site?

A

**It will be possible, providing the safety measures be adhered to in accordance with legislation which is applicable. You are thus required to only visit the building site with the permission of the nominated project manager and it will be required that you strictly adhere to the regulations and rules set down.**

-----  
Q

With whom can I liaise if I have further questions?

A

1. **The transferring Attorneys:**

**SYMINGTON & DE KOK ATTORNEYS**

**Tel. No. +27 (0) 21 913 3137**

**Fax No. +27 (0) 21 913 3240**

**Contact Person(s): MC Jacobs / Marieta**

2. **The Bond Originators**

.....

**Tel. No.: +27 (0) .....**

**Contact Person(s): .....**

**SIGNATURE OF AGENT .....**

**SIGNATURE OF PURCHASER .....**

**DATE .....**

