

CORNERSTONE ON ARUM

SECTIONAL TITLE DEVELOPMENT

AGREEMENT OF SALE

entered into by and between:

75 CAMPGROUND ROAD PROPERTIES PROPRIETARY LIMITED

REGISTRATION NUMBER: 2015/340863/07

(HEREINAFTER REFERRED TO AS "THE SELLER")

AND

(HEREINAFTER REFERRED TO AS "THE PURCHASER")

IN RESPECT OF

UNIT NO. _____

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SCHEDULE OF PARTICULARS
Pages 2 to 6 of this Agreement

A. THE SELLER	
Name	75 CAMPGROUND ROAD PROPERTIES PROPRIETARY LIMITED
Registration Number	20015/340863/07
Phone	083 440 3444
Email	sean@mackay.org.za
Address	ARUM ROAD

B. THE PURCHASER – IF A NATURAL PERSON	
Name	
Identity Number	
Date of Birth	
Street Address	
Postal Address	
Email	
Phone	
Marital Status	<input type="checkbox"/> Unmarried <input type="checkbox"/> In community of Property <input type="checkbox"/> By Antenuptial Contract <input type="checkbox"/> Foreign Marriage <input type="checkbox"/> Married by customary law <input type="checkbox"/> Muslim/Hindu Marriage
Spouse's Name	
Spouse's Identity Number	

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SECOND PURCHASER'S DETAILS (SHOULD THERE BE ONE)	
Name	
Identity Number	
Date of Birth	
Street Address	
Postal Address	
Email	
Phone	
Marital Status	<input type="checkbox"/> Unmarried <input type="checkbox"/> In community of Property <input type="checkbox"/> By Antenuptial Contract <input type="checkbox"/> Foreign Marriage <input type="checkbox"/> Married by customary law <input type="checkbox"/> Muslim/Hindu Marriage
Spouse's Name	
Spouse's Identity Number	
IF YOU ARE PURCHASING IN A COMPANY, CLOSE CORPORATION OR TRUST	
Name	
Registration Number	
VAT Registration Number	
Income Tax Number	
Business Address	
Name of Signatory	
Identity Number of signatory	

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Email	
Cell	

DIRECTORS / MEMBERS / TRUSTEES DETAILS	
Name	
Identity Number	
South African Tax Reference Number	
Residential Address	
PLEASE SEE ATTACHED RESOLUTION (IF APPLICABLE)	

C. THE PROPERTY	
1. Unit number: _____	
Section Size (m ²) (Internal)	Approximate Size : _____m ²
Balcony Size (m ²)	Approximate Size : _____m ²
= Total unit size (m ²)	Approximate Size : _____m ²
2. Parking Bay	Number: _____
To be allocated in terms of Section 10(7) of the STSM Act	

D. PURCHASE PRICE (INCLUDING VAT)	
Purchase Price	R

E. PAYMENT TO DEPOSIT
<p>Should you select the 30% deposit, you will only have to secure the balance two months prior to lodgement. Please refer to clause 4 for terms and conditions relating to payments and guarantees to be paid or provided</p> <p style="text-align: right;">_____ Purchaser/s initials</p>

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DEPOSIT IS DUE 7 (SEVEN) DAYS FROM RECEIVING THIS AGREEMENT10% ☐ 30% ☐ Other ☐**R**

Less Reservation Deposit

R5 000.00 (IF APPLICABLE)**BALANCE OF DEPOSIT DUE WITHIN _____ DAYS****R****EQUALS BALANCE OF PURCHASE PRICE TO BE SECURED AS PER G. BELOW****R****F. BALANCE OF PURCHASE PRICE TO BE SECURED BY WAY OF:**Mortgage Bond ☐

TO BE APPROVED WITHIN 30 (THIRTY) DAYS OF SIGNATURE DATE

Bank Guarantee ☐Cash Payment ☐**G. ESTIMATED LEVIES**

Estimated levies are calculated at R_____ per square metre of the Section purchased

Total Section Size: _____m² x R_____**R****H. OCCUPATIONAL INTEREST**

The Purchaser will be liable to pay occupational interest at the Prime Rate plus 2% of the total Purchase Price from the Occupation Date until the date that transfer takes place.

Occupational interest is payable monthly in advance.

I. EXPECTED OCCUPATION DATE

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J. BODY CORPORATE MANAGEMENT AND CONDUCT RULES

The Purchaser acknowledges that the Management and Conduct Rules, still to be approved by the Ombud and subject to any changes which falls within the sole discretion of the Seller without prior notice, are available for inspection at the office of the agent or the Conveyancer and that he/she is familiar with the contents thereof.

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K. SELLER'S CONVEYANCERS

Name of Firm	STBB
Business Address	2nd Floor, Buchanan's Chambers Corner Warwick Street & Pearce Road Claremont, 7708
Postal Address	P O Box 23355, Claremont, 7735
Telephone Number	+27 21 673-4700
Email Address	martins@stbb.co.za

L. SELLING AGENT

Name	
Telephone Number	
Email Address	

ANNEXURES

ANNEXURE A	-	FLOOR PLANS
ANNEXURE B	-	SCHEDULE OF FINISHES
ANNEXURE C	-	DRAFT PQ
ANNEXURE D	-	COMPANY RESOLUTION
ANNEXURE E	-	TRUSTEES RESOLUTION
ANNEXURE F	-	CLOSE CORPORATION RESOLUTION

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STANDARD CONDITIONS

RECORDAL

WHEREAS the Seller is the registered owner of the Land.

AND WHEREAS the Seller intends establishing a residential sectional title Scheme, with a real right to extend the said Scheme, in respect of the Land and Buildings erected and to be erected on the Land.

AND WHEREAS the Purchaser wishes to purchase a Unit(s) and, if applicable, Exclusive Use Area(s) in the Scheme to be registered on the Land.

NOW THEREFORE THE PARTIES AGREE AS SET OUT HEREUNDER**1. INTERPRETATION AND DEFINITIONS:**

For the purpose of this Agreement, unless the context indicates otherwise,

- 1.1 **"the Act"** means the Sectional Titles Act No. 95 of 1986 or any amendments thereof, and regulations promulgated in terms thereof and words used in this Agreement that are contained in the Act have the same meaning as the words of the Act.
- 1.2 **"Agreement"** means the schedule, standard conditions, annexures, if applicable, and title page.
- 1.3 **"Architect"** means the architect appointed by the Seller to act as such from time to time in respect of the Scheme, or a member of a firm so appointed.
- 1.4 **"Buildings"** means the building(s) on Erf 3601 Cape Town, in the City of Cape Town, comprising the Scheme to be known as Cornerstone on Arum, comprising Sections as appear more fully from the Plans annexed hereto marked **"B"**.
- 1.5 **"Business Day"** means a day other than a Saturday, Sunday or a public holiday in the Republic of South Africa.
- 1.6 **"Common Property"** means those portions of Land and Buildings which do not form part of a Section in the Scheme and constituted as common property in terms of the Act.

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- 1.7 **"Delivery"** or **"Delivery Date"** means the date of registration of the Property into the name of the Purchaser in the Deeds Office.
- 1.8 **"Direct Marketing"** means to approach a person in person, or by mail or electronic communication, for the direct or indirect purpose of promoting or offering to supply goods or services to the person.
- 1.9 **"Exclusive Use Area"** means such part or parts of the Common Property reserved for the exclusive use and enjoyment of a registered owner in the Scheme in terms of Section 27 of the Act and/or Section 10(7) of the STSM Act, which may be balconies or storerooms.
- 1.10 **"Land"** means Erf 3601 Cape Town, in the City of Cape Town, having its physical address at 154 Arum Road, Table View, Cape Town, Western Cape.
- 1.11 **"Land Surveyor"** means the land surveyor appointed by the Seller, to act as such from time to time in respect of the Scheme, or a member of a firm so appointed.
- 1.12 **"Occupation Date"** means the date established in terms of clause 7 below.
- 1.13 **"Ombud"** means Ombud as defined in Section 1 of the Community Schemes Ombud Service Act of 2010.
- 1.14 **"Participation Quota"** will be calculated in accordance with Section 32 of the Act and can only be calculated once the Buildings have reached a stage which enables the Land Surveyor to delineate the Sections on a Sectional Plan.
- 1.15 **"Parties"** means the Seller and the Purchaser(s) collectively, and **"Party"** shall mean either one of them, as the case may be.
- 1.16 **"Prime Rate"** means the interest rate charged on overdraft facilities by Investec Private Bank on unsecured loans from time to time. A certificate signed by the manager of any branch of the said bank shall be sufficient proof of the said prime rate charged from time to time.
- 1.17 **"the Plans"** means the Architect's plans of the Scheme.
- 1.18 **"the Property"** means the property being sold to the Purchaser in terms of this Agreement, being the Unit(s) and the Exclusive Use Area(s) described in clause C of the Schedule.
- 1.19 **"Regulations"** means the regulations promulgated under Section 55 of the Act and Section 19 of the STSM Act from time to time.

- 1.20 "**Rules**" means the management and conduct rules contained in annexure 1 and 2 of the Regulations promulgated under Section 19 of the STSM Act, including any amendments from time to time.
- 1.21 "**Schedule**" means the Schedule of Particulars from pages 2 to 6 of this Agreement.
- 1.22 "**Scheme**" means the proposed mixed-use sectional title scheme to be established on and in respect of the Land and the Buildings, which scheme shall be known as Cornerstone on Arum.
- 1.23 "**Section**" means a section in the Scheme as defined in terms of the Act.
- 1.24 "**Sectional Plan**" means the sectional plan(s) in respect of the Scheme, prepared by the Land Surveyor and approved by the Surveyor-General and to be registered at the Deeds Office, delineating the Sections, Exclusive Use Areas and Common Property.
- 1.25 "**Seller's Conveyancers**" means STBB – Claremont, 2nd Floor, Buchanan's Chambers, Cnr. Warwick and Pearce Road, Claremont, 7708. Telephone 021 673 4700; e-mail: martins@stbb.co.za, (Ref: Martin Sheard);
- 1.26 "**Signature Date**" means the date upon which the Seller signifies their acceptance of the Purchaser's offer, making the contract legally binding. This specific date then becomes the official starting date for calculating all subsequent timelines and deadlines, such as the 30 (thirty) days for bond approval as provided for in F of the Schedule and 7 (seven) days for the payment of the deposit as provided for in E of the Schedule.
- 1.27 "**STSM Act**" means the Sectional Titles Schemes Management Act, No. 8 of 2011.
- 1.28 "**SUBJECT MATTER**" means:
- 1.28.1 the Unit;
- 1.28.2 the right of exclusive use of the Exclusive Use Areas referred to in 1.9 above,
- as described in clause C of the Schedule of Particulars and finally to be described on the Sectional Plan, read together with the register;
- 1.29 "**Uncontrollable Event**" means any circumstance beyond the reasonable control of the Seller, including (without limitation) lockdown, whether applicable nationally or regionally, flood, fire, earthquake, pandemics, war, restrictions imposed by any relevant authority, acts of God, strikes,

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lockouts, casualties, labour difficulties, inability to procure materials, failure of power, applicable laws, riots, insurrection, accidents against which reasonable prudence could not have provided, or any act or omission on the part of a third party;

- 1.30 **"Unit"** means the Section purchased by the Purchaser in terms of this Agreement, as described in clause C of the Schedule, together with an undivided share in the Common Property apportioned to it in accordance with its Participation Quota.
- 1.31 **"VAT"** means value-added tax in terms of the Value Added Tax Act No. 89 of 1991, as amended.
- 1.32 The provisions of the recordal and annexures to this Agreement shall be deemed to be incorporated in and form part of this Agreement.
- 1.33 The Purchaser confirms that the Purchaser has chosen English as the language of this Agreement, and all transfer documents to be prepared by the Seller's Conveyancers in that language.
- 1.34 **If any provision of this Agreement is in conflict or inconsistent with the law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions hereof.**
- 1.35 When any number of days is prescribed in this Agreement, it shall be reckoned exclusive of the first and inclusive of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa.

2. **SALE**

The Seller sells to the Purchaser who purchases from the Seller the Property as defined and as described in clause C of the Schedule and at the purchase price stated in clause D of the Schedule subject to the title conditions pertaining to the Property.

3. **MORTGAGE BOND (LOAN)**

- 3.1 In the event of a mortgage loan being required as indicated in clause F of the Schedule, then this Agreement shall be subject to and conditional upon the Purchaser procuring a mortgage loan approval in principle for the Property and for amount specified in clause F of the schedule from a bank or other financial institution, subject to clause 6.3 hereunder, or a lesser amount accepted by the Purchaser. Such loan shall be approved in writing by no later than the date provided for in clause F of the schedule. In the event that a Purchaser obtains a mortgage loan approval for less than the required amount, the due date for the mortgage loan approval is automatically

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extended by a further 10 (Ten) Business Days in order for the Purchaser to resolve any shortfall applicable.

- 3.2 **In the event that the mortgage loan is approved for an amount less than that stated in clause F of the Schedule and the Purchaser accepts such lesser amount, the Purchaser undertakes to furnish the Seller's Conveyancers with either payment or a bank guarantee for the shortfall within 7 (Seven) days from the date of the signature of a waiver by the Purchaser notwithstanding clause 3.5 below.**
- 3.3 The Seller has engaged the agent who will utilise the services of BetterBond to assist Purchasers, where required, to secure the mortgage bond referred to in G of the Schedule. The Purchaser hereby undertakes timeously to do all such things and to sign all such documents as may be necessary to allow BetterBond, the appointed Mortgage Bond Originators (Reference : Gayle Moragemos and Yolanda Kensley, E-mail: Yolanda.kensley@betterbond.co.za / mobile number : 084 645 7216), to apply for and procure the approval of the said Mortgage Loan from a bank or other financial institution and to furnish written proof to the Seller of the granting or refusal thereof.
- 3.4 The Purchaser hereby undertakes timeously to do all such things and to sign all such documents as may be necessary and/or requisite in order in to apply for and procure the approval of the said loan from a bank or other financial institution and to furnish written proof to the Seller of the granting or refusal thereof.
- 3.5 The Purchaser shall, within 3 (three) days of receipt of a quotation from any bank which meets the provisions of F of the Schedule read with clause 3.1 above, accept the said quotation. In the event of the Purchaser failing to do so, the Seller shall be entitled to deem the failure by the Purchaser to accept the quote as a repudiation and in turn to accept such repudiation whereupon the Seller shall be entitled to implement the provisions and remedies as provided for in 25.1.2 below.
- 3.6 Only in the event that the sum secured by the bond proceeds is adjusted on signature of the bond documents, within 7 (Seven) days of signature of the bond documentation the Purchaser shall furnish the Seller's Conveyancers with a bank guarantee acceptable to the Seller for payment of any amounts no longer payable by means of a mortgage loan.
- 3.7 Failure by the Purchaser to comply with 3.3 above shall constitute a repudiation of this Agreement and, should the Seller accept such repudiation, the Seller shall, in cancellation of this Agreement be entitled to claim such damages that may follow from a cancellation of this Agreement.
- 3.8 **In the event that the condition in clause 3.1 is not fulfilled, this Agreement shall be of no force and effect and neither Party shall have any claim against the other, except that:**

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- 3.8.1 **the Seller shall refund to the Purchaser the deposit referred to in clause E of the Schedule, with accrued interest; and**
- 3.8.2 **The Purchaser shall be obliged to immediately vacate the Property, if the Property is occupied.**

4. **PURCHASE PRICE AND PAYMENT**

The purchase price reflected in clause D of the Schedule is payable as follows:

- 4.1 The deposit is payable within 7 (seven) days of signature of this Agreement and is payable as per clause E of the Schedule in cash or via electronic transfer to the Seller's Conveyancers, with the payment reference supplied in terms of clause 4.10. Should the Purchaser elect to make payment as provided for in 4.1.1 and 4.1.2 below, it is the Purchaser's responsibility to ensure that payment of the deposit is paid within the 7 (seven) days period as per clause E of the Schedule and this clause 4.1

4.1.1 should the Purchaser so elect, which is recommended to make, a test payment within 3 (Three) days from signature of this Agreement by the Seller; then

4.1.2 the balance of the deposit shall be paid within 3 (Three) days of the Seller's Conveyancers confirming receipt of the test payment.

Any reservation deposit paid will be credited as a part payment of the Purchaser's deposit.

- 4.2 If the deposit is not received by the date stipulated therefore in clause 4.1 then the Seller shall, notwithstanding the content of clause 24 below, have the right to immediately and without prior notice cancel this Agreement on written notice to the Purchaser.
- 4.3 The payment referred to in clause 4.1 above shall be paid to the Seller's Conveyancers and shall be held in trust by the Seller's Conveyancers and shall be paid to the Seller against Delivery unless otherwise provided for herein. The Seller's Conveyancers are irrevocably authorised to invest such deposit in an interest-bearing account, in terms of Section 86(4) of the Legal Practice Act 28 of 2014. Interest, less statutory deductions and reasonable market related administrative charges, will accrue for the benefit of the Purchaser only after the "Authority to Invest", which shall be furnished to the Purchaser by the Seller's Conveyancers, is signed.
- 4.4 On Delivery, the Seller's Conveyancers will pay over the capital amount to the Seller and the accrued interest to the Purchaser. Interest will only be refundable to the Purchaser once the Purchaser has settled all amounts due in terms of this Agreement, including but not limited to the purchase price, transfer registration fees and costs, bond registration fees and costs, levies,

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occupational interest, electrical connection fee, water meter and penalty interest, failing which interest earned on the funds held in trust will be applied towards settling such amounts. If this Agreement is cancelled as a result of the Purchaser's breach of his obligations, then the interest which has accrued shall be dealt with in terms of clause 24 below.

- 4.5 In the event that the Purchaser makes payment of a deposit equal to 30% or more of the purchase price, the Purchaser is not required to secure the balance of the purchase price in terms of clause 3 above. In such circumstances, the Seller's Conveyancers shall, when they reasonably believe that lodgement of the transfer of the Property is expected within 60 (Sixty) days, transmit a notice to the Purchaser requesting that the balance of the purchase price be secured in terms of clause 3 above and the Purchaser shall within 7 (Seven) days of such notice secure the balance of the purchase price in accordance with clause 3 above. Notwithstanding the aforesaid provision, in the event that the Occupation Date proves to be sooner than the due date for the Purchaser to secure the balance of the purchase price as above, the balance purchase price will be due on/or before the occupation date and on no less than 7 (Seven) days prior written notice.
- 4.6 All payments shall be made to the Seller's Conveyancers free of deduction, exchange, bank charges or set off.
- 4.7 The Purchaser hereby undertakes, immediately upon request thereof, to provide the Seller's Conveyancers with all such information and/or documentation required in order to comply with the Financial Intelligence Centres Act No. 38 of 2001, which information shall include, but not be limited to, proof of the Purchaser's income tax registration number and residential address.
- 4.8 The Purchaser hereby acknowledges that he/she/it is aware that no monies can be invested as provided for herein until such time as the "Authority to Invest" contemplated in clause 4.3 and such information and or documentation as may be required in terms of clause 4.7 is furnished to the Attorneys.
- 4.9 For purposes of any payments to be made in terms of this Agreement, it is recorded that Seller's Conveyancers are a pre-defined Public Recipient (or 'pre-approved', 'pre-listed' or 'public beneficiary' depending on the bank). The Purchaser can search "STBB Claremont" in the pre-defined beneficiary list in order to make payment. The payment reference will be supplied by the Seller's Conveyancers.
- 4.10 In the event of a direct deposit confirmation thereof must be emailed to their offices:
 Tel: 021 673 4700
 Email: lizac@stbb.co.za
 For attention: Liza Chase

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PLEASE NOTE THAT STBB WILL NEVER INFORM YOU OF A CHANGE IN THEIR TRUST ACCOUNT DETAILS AND ANY ATTEMPT TO DO SO IS AN ATTEMPT TO DEFRAUD YOU

- 4.11 In the event of the Purchaser failing to notify the Seller's Conveyancers of any deposit made and/or to supply documentation necessary for FICA (Financial Intelligence Act 38 of 2001), including any amendments from time to time or Prevention of Organised Crime Act 21 of 1998 including any amendments from time to time, the Seller's Conveyancers shall not be liable to account for any loss in interest.
- 4.12 The Purchaser acknowledges that, upon Delivery, the Seller's Conveyancers shall not refund to the Purchaser any excess funds held in trust until all the Seller's Conveyancer's FICA requirements have been fulfilled.
- 4.13 In the event of an amendment of the rate at which VAT is charged after signature but before registration, the purchase price will be adjusted so that the Seller receives the same nett amount after VAT, regardless of the rate at which VAT is payable.

5. INTEREST (ONLY APPLICABLE IN THE EVENT OF A BREACH)

Any interest payable by the Purchaser in terms of this Agreement shall be at the Prime Rate plus 3% (Three Percent) in place of any Occupational Interest payable for such period.

6. TRANSFER AND DELIVERY

- 6.1 Delivery shall not be passed to the Purchaser, notwithstanding anything to the contrary herein contained, until such time as the total purchase price and all other amounts for which the Purchaser may be liable in terms hereof have been paid, and/or payment thereof has been secured to the satisfaction of the Seller allowing payment thereof to the Seller on Delivery.
- 6.2 **Delivery of the Property shall be effected by the Seller's Conveyancers. All fees and disbursements, including VAT, where applicable, incurred in and ancillary to the preparation for and registration of transfer shall be paid by the Purchaser.**
- 6.3 **All fees and disbursements, including VAT, where applicable, incurred in and ancillary to the preparation for and registration of a mortgage bond over the Property shall be paid by the Purchaser.**
- 6.4 It is a material term of this Agreement that the Purchaser shall pay such amounts, sign such documents and furnish such information and documentation as may be required by the Seller's Conveyancers for Delivery and by the bond registration attorneys for the mortgage bond, within

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7 (Seven) days of dispatch of written notice to do so whether it be given electronically or otherwise.

6.5 In the event of Delivery being delayed as a consequence of a default on the part of the Purchaser, then the Purchaser shall pay to the Seller monthly in advance interest on the full purchase price at the rate mentioned in clause 5 above calculated from the date Delivery would have been possible had it not been for the default of the Purchaser, until the date of actual Delivery, both dates inclusive.

6.6 The Purchaser shall not be entitled to resile from this Agreement and shall have no claim of whatsoever nature against the Seller in the event of a delay in registration of the Scheme.

7. **OCCUPATION AND OCCUPATIONAL INTEREST**

7.1 The parties record that it may not be possible for the Seller to give all purchasers in the Scheme occupation of their respective Units at the same time.

7.2 The Seller shall request the City of Cape Town to inspect the Property and to issue an occupation certificate in respect of the Property.

7.3 An occupation certificate issued by the City of Cape Town shall be binding on both the Seller and the Purchaser in so far as it determines the Occupation Date.

7.4 In anticipation of the issue of an occupation certificate by the City of Cape Town, the Seller shall be entitled, but shall not be obliged, to give the Purchaser 30 (Thirty) days' written notice of the expected Occupation Date. Notwithstanding the aforesaid, the Seller shall give and the Purchaser shall take vacant occupation of the Property on the Occupation Date. In the event of the Seller for whatever reason (save for the wilful default of the Seller) not being in a position to tender occupation of the Property on the Occupation Date, the Purchaser shall not be entitled to resile from this Agreement and shall have no claim against the Seller arising from such failure. The Purchaser herewith authorises the Architect to take hand over on behalf of the Purchaser on the Occupation Date in the event of the Purchaser failing to take hand over.

7.5 A certificate signed by the Architect that the Unit is available for beneficial occupation or not ready, shall be binding on both parties. If the Architect issues a not ready certificate, the Seller shall be entitled to postpone the Occupation Date by written notice to the Purchaser.

7.6 The Purchaser, or his/her agent, shall be obliged to attend a hand over inspection of the completed Unit to be attended by the Seller and/or the Architect within 7 (Seven) days of notice being given to the Purchaser.

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- 7.7 The Seller shall use its best endeavours to procure that the Unit is available for occupation as close as possible to the date specified in clause I of the Information Schedule.
- 7.8 If for any reason whatsoever the Seller is:
- 7.8.1 able to give the Purchaser occupation of the Unit earlier than the estimated occupation date recorded in clause I of the Information Schedule; or
- 7.8.2 unable to give the Purchaser occupation of the Unit by the estimated occupation date recorded in clause I of the Information Schedule; then the Purchaser shall take occupation on such date to be notified by the Seller and shall have no claim of whatsoever nature against the Seller as a result thereof.
- 7.9 From the Occupation Date, the Purchaser shall be liable for payment of all electricity and water consumed in or on the Property.
- 7.10 From the Occupation Date, the Purchaser shall be liable for payment of levies in terms of clause 12 of this Agreement.
- 7.11 From the Occupation Date until registration of transfer of the Property into the name of the Purchaser, the Purchaser shall pay occupational interest to the Seller in the amount set out in clause H of the Information Schedule, which occupational interest shall be paid monthly in advance to the Seller's Conveyancers, from the Occupation Date to the date of transfer aforesaid and pro-rata in respect of any portion of a month.
- 7.12 The failure on the part of the Purchaser to take physical occupation (whether personally or by agent) or to accept the keys to the Property shall not affect the Occupation Date which shall remain as defined in 7.4 and 7.5.
- 7.13 In the event of the Purchaser not complying with all the Purchasers' obligations in terms of this Agreement, occupation shall not be given to the Purchaser on the Occupation Date but such failure to give occupation of the Property to the Purchaser shall not absolve the Purchaser from having to pay occupational interest as from the Occupation Date as provided for herein to date of registration of transfer.
- 7.14 In the event of the purchase of the Property being financed by the Purchaser by the use of a mortgage loan, on the Occupation Date, the Purchaser shall be required to sign a letter of satisfaction. Should the Purchaser fail to sign such letter of satisfaction, there will be a joint inspection of the Property by the Seller, the Purchaser and the Architect. Provided that the Architect is satisfied that the Property is available for beneficial occupation and pursuant to such inspection issues a certificate of beneficial occupation, the Seller shall be entitled to give the

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Purchaser written notice, accompanied by a certificate of beneficial occupation in respect of the Property issued by the Architect, demanding that within 24 (Twenty Four) hours of such written notice given by the Seller to the Purchaser to sign and deliver the letter of satisfaction, the Purchaser shall sign such letter of satisfaction and deliver same to the Seller. Should the Purchaser fail to sign and deliver the letter of satisfaction to the Seller within the said 24 (Twenty Four) hour period, the Seller shall have the right to cancel this Agreement.

- 7.15 The Seller and/or the Seller's duly authorised agent shall be entitled to inspect the Unit at all reasonable times during the currency of the Agreement. Should occupation have already been given, the Seller shall respect the Purchasers right to privacy.
- 7.16 Occupation of the Property by the Purchaser or anybody through the Purchaser shall not create a tenancy, and in the event of this Agreement lapsing or being cancelled, all the Purchaser's rights to the occupation of the Property shall cease and the Property shall be vacated forthwith.
- 7.17 From the date of occupation of the Property by the Purchaser until date of registration of transfer, the Seller shall be entitled, on written notification, whereby the Seller, whether it be given electronically or otherwise, have reasonable access to the Property during daylight hours for purposes for fulfilling its obligations as provided for in this Agreement.
- 7.18 Should the Purchaser be in occupation of the Property prior to the date of transfer and should the Purchaser:
- 7.18.1 fail to pay any amount in terms of this Agreement or sign any documents which the Purchaser is required to sign in terms of this Agreement; or
 - 7.18.2 commit any other breach of the provisions of the Agreement;
 - 7.18.3 and fail to remedy such failure and/or breach within 7 (Seven) days after being notified in writing to do so by the Seller,
- then the interest payable by the Purchaser in terms of clause 5 above shall be the rate of 3% above the Prime Rate for as long as such failure and/or breach continues.
- 7.19 Notwithstanding anything elsewhere provided for in this Agreement, all amounts owing in terms of this Agreement which have not already been paid in terms of the provisions of this Agreement shall be forthwith payable on the Occupation Date.

8. POSSESSION AND RISK

Possession of the Property will be given to the Purchaser on the Occupation Date, from which date it will be at the sole risk, loss or profit of the Purchaser, and the Purchaser will from such date be entitled to the rentals and income (if any) and be liable for all rates, taxes, City Improvement District levies and other charges in respect of the Property, including where applicable the levies, water, electricity and/or other charges payable. If the Seller has paid any such charge or charges for any period subsequent to the date of possession, the Purchaser will refund to the Seller the charge or charges so paid.

9. BUILDINGS NOT YET ERECTED

9.1 It is recorded that:

9.1.1 the Buildings have not yet been erected or completed as the case may be;

9.1.2 the Purchaser acknowledges that the Purchaser has inspected the Plans.

9.2 The Seller shall be entitled to vary the Building(s) and/or the designs, to such extent as may be reasonably necessary to:

9.2.1 meet any requirements of any competent authority;

9.2.2 meet any special features of the Property;

9.2.3 meet any special impediments such as water, sewer or electrical lines either above or underground or any rock or other soil conditions;

9.2.4 give effect to any changes in materials, finishes or fittings which the Architect considers to be appropriate or which may not be readily available at the time due to shortage in supply of such materials, finishes or fittings, without however detracting from the quality of the Buildings and/or the Property;

9.2.5 obtain the approval of the Scheme and/or the opening of the sectional title register in respect of the Scheme.

9.3 The Purchaser acknowledges that, on the Occupation Date, the Common Property as well as other portions of the Buildings and/or the Land may be incomplete and that occupants of the Property may suffer inconvenience from the building operations and the phased handover process and the Purchaser further acknowledges that he/she/it shall have no claim whatsoever against the Seller by reason of any such inconvenience.

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10. SELECTION OF FINISHES

- 10.1 In the event of the Purchaser failing to make the said selection within the prescribed time period, the Architect will in its sole discretion determine such finishes. No variations to the finishes of the Unit will be consented to or attended to by the Seller. The Purchaser may not have any changes made to the Unit's finishes prior to the Delivery Date.
- 10.2 The Purchaser shall not be entitled to require any alterations be made to the dimensions or specifications of the Unit specified in this Agreement or in the plan specifications or theme finish. This includes but is not limited to, the position of internal walls, plumbing points, door and window positions and electrical fittings.
- 10.3 Notwithstanding anything to the contrary contained in this Agreement, the Seller or the Architect shall be entitled to change any dimensions, specifications or detail design (including but not limited to materials, colours or layouts) as reflected in the Plans or theme finish or Unit specifications so made in terms of this Agreement, provided such change does not materially affect the Scheme or the Unit. A certificate by the Architect that any changes so made do not result in a material change, shall be conclusive proof thereof and shall be final and binding on the Parties.
- 10.4 The Seller shall be entitled to vary the areas (up to 5% variance in extent will not be considered material), layouts and or site plan of the Units on any floor provided such changes do not materially affect the Unit. A certificate by the Architect that any variations do not result in a material change, shall be conclusive proof thereof and shall be binding on the Parties.
- 10.5 Notwithstanding anything to the contrary elsewhere expressed, or implied, in the event that any materials (including the colour, style and/or design thereof) used in the finishes of the Unit as detailed in the theme finish specifications, not being available for any reason whatsoever, prior to or during the course of construction, the Seller or Architect shall choose another similar material (and/or style and/or design) which is available. The choice of the Seller or the Architect shall be final and binding on the Parties. Furthermore, where any material is not clearly specified or indicated on the theme finish or Unit specifications, the Seller shall have the right to specify the material considered in the Seller's opinion to be the most suitable, in which event the decision of the Seller shall be final and binding on the Parties.
- 10.6 The Purchaser shall in no manner whatsoever be entitled to interfere, including but not limited to the giving of directions and instructions, with the contractors and/or sub-contractors employed by the Seller.
- 10.7 The Purchaser acknowledges that the specifications and theme finish or specifications of the Unit will not necessarily be the same, but may be similar to those displayed in any showroom utilised

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for display purposes or contained in any other sample or marketing material exhibited by or on behalf of the Seller.

11. WARRANTIES AND DEFECTS

11.1 The Purchaser shall within 30 (Thirty) days after the Occupation Date notify the Seller in writing of all or any defects in the Property ("Defect List"), failing which the Purchaser shall be deemed to have accepted the Property in good order and condition, whereafter:-

11.1.1 the Seller shall cause all such reasonable repairs as notified by the Purchaser within such 30 (Thirty) day period to be effected as soon as reasonably possible thereafter at the Seller's cost. It is recorded that the Purchaser shall not be precluded from exercising his/her rights in terms of Section 56 as read with Section 55 of the Consumer Protection Act insofar as they may be applicable and this Agreement does not purport to limit a Purchaser's rights in terms of the Housing Consumers Protection Measures Act.

11.1.2 the Seller shall only be responsible for such defects provided in the Defect List caused by faulty materials and/or workmanship and the Seller shall under no circumstances be liable for any consequential loss or damage and the Purchaser hereby waives any such claim and indemnifies the Seller in this respect.

11.1.3 a certificate issued by the Architect to the effect that the defects referred to in the Defect List have been rectified shall be final and binding on both Parties and shall relieve the Seller from any further obligation in respect of such defect.

11.2 The Purchaser acknowledges and agrees that he/she/it shall have no claim against the Seller in respect of defects, whether latent, patent or otherwise in the Common Property or the Property save for patent defects which the Purchaser shall have notified the Seller pursuant to clause 11.1.1 or as otherwise specifically recorded herein.

11.3 The Common Property shall on the establishment of the body corporate of the Scheme be inspected by the Architect and when approved by the Architect the Seller shall be deemed to have fulfilled the Seller's obligations to the owners and the body corporate and neither the owners nor the body corporate shall have any claim against the Seller in respect of the Common Property.

11.4 **Notwithstanding the provisions of this clause 11, the Seller shall not be liable for any defects of the Property beyond the Occupation Date in respect of the following:**

11.4.1 **hairline cracks in the plaster work;**

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11.4.2 **any minor shrinkages/movement in expansion cracks between the different components or in the materials used in relation thereto or cracking that might appear in the control movements of joints; and any mould growth caused by lack of ventilation and/or condensation.**

- 11.5 In addition, the Purchaser shall not have any claim of any nature against the Seller for any loss, damage or injury which the Purchaser, his agents and/or invitees may directly or indirectly suffer by reason of any latent or patent defects in the Unit or any part thereof being in a defective condition or state of disrepair or arising out of vis major or casus fortuitus or any other cause either wholly or partly beyond the Seller's control or arising out of any act or omission by any other purchaser of a Section in the Scheme.
- 11.6 All warranties and undertakings hereby given to the Purchaser in terms of this Agreement are personal to the Purchaser and cannot be alienated or disposed of by the Purchaser in any way.
- 11.7 The Purchaser acknowledges and accepts that the Seller shall at all times have the sole and exclusive right to advertise on the exterior space of the Building and that the Purchaser shall not be permitted to, at any stage whatsoever, advertise on the exterior space of the Building. Should the Purchaser advertise on the exterior space of the Building, the Seller shall have the right, without prejudice to any other rights which it may have in law, to immediately remove such advertising by the Purchaser and the Purchaser indemnifies and holds the Seller harmless in this respect from any claim of whatsoever nature and howsoever arising.
- 11.8 The Purchaser shall not be entitled 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 payment of any amount due to the Seller in terms of this Agreement, regardless of whether any defects as identified herein have not yet been rectified.
- 11.9 For the sake of clarity, the Seller will not be responsible for any defects arising from work/variations done to the Unit by the Purchaser or his/her/its representatives from the Occupation Date to the Delivery Date.

12. **LEVY / MANAGING AGENT**

- 12.1 It is recorded that it is the intention of the Seller, in accordance with Section 11(2)(a) of the STSM Act, when opening the sectional title register for the Scheme to make Rules under Section 10 of the STSM Act whereby the liability of owners to make contributions and the proportions in which owners shall make contributions in the Scheme to the Body Corporate for the purposes of Section 3(1)(a) or 14(1) shall be modified and calculated on revised Participation Quotas in terms whereof separate levies will be charged for the residential component as opposed to the commercial components to be regulated by the registered management rules filed with the Ombud. In

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compliance with Section 32 of the Act the draft Participation Quotas are disclosed in Annexure D.

- 12.2 In the event of the body corporate of the Scheme not deemed to be established from and including the Occupation Date, the Purchaser shall be liable to pay to the Seller a monthly management fee equal to the levy as contained in clause G of the Schedule, in advance, on the first day of each and every month up to the Date of Delivery.
- 12.3 From and including Delivery, the Purchaser shall be liable to pay to the body corporate of the Scheme a monthly levy in advance (pro rata in respect of any portion of a month) on the first day of each and every month, being a proportionate share of the total cost of managing, operating, administering, insuring, repairing and maintaining the Land, the Buildings and the Property.
- 12.4 The Purchaser shall be responsible for payment to the body corporate of the Scheme of its proportional share of the electricity, water and gas consumed in the Common Property based on the Unit owned by the Purchaser.
- 12.5 The Purchaser will further be liable for the recovery by the Body Corporate by inclusion in the monthly levies of all costs incurred by the Body Corporate for the maintenance and replacement of the central hot water system and standby water system, security system, electric gates and all any other systems and facilities, serving the Common Property and the complex in general.
- 12.6 Rates are payable by the Purchaser to the Municipality from Date of Delivery.

13. SPECIAL PROVISIONS PRIOR TO THE ESTABLISHMENT OF THE BODY CORPORATE AND/OR DELIVERY

- 13.1 It is recorded that the body corporate of the Scheme shall be deemed to be established on the registration of the first transfer of the Section in terms of Section 36 of the Act and Section 2(1) of the STSM Act.
- 13.2 The Purchaser acknowledges that the Rules contained in annexure 1 and 2 of the Regulations promulgated under Section 10 of the STSM Act shall be applicable and acknowledges and agrees that he/she/it is acquainted with the provisions thereof.
- 13.3 The Purchaser further acknowledges that the Seller shall be entitled from time to time, and prior to the opening of the sectional title register of the Scheme or registration of any future phases of the Scheme to impose additional Rules in terms of the provisions of Section 10 of the STSM Act and of which the Purchaser acknowledges that he/she/it will be bound.
- 13.4 From the Occupation Date until the Date of Delivery, the Purchaser shall:

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- 13.4.1 keep the Property in good repair;
- 13.4.2 permit the Seller or its agent(s) at all reasonable times to enter and inspect the Property;
- 13.4.3 be responsible for all costs of electricity and water consumed in the Property insofar as these may be separately metered;
- 13.4.4 not make any alterations to the Property, alter the colour scheme or redecorate, without the Seller's written consent first being obtained, which consent shall not be unreasonably withheld;
- 13.4.5 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; and
- 13.4.6 comply with all Rules and Regulations applicable to the Property.

14. **SECTIONAL PLAN**

- 14.1 The Purchaser acknowledges that the Sectional Plan, pursuant to the real right to extend contemplated in clause 17, has not yet been drawn and that the exact boundaries of the Unit forming part of the Property shall be those shown on the final approved Sectional Plan. The Seller warrants that it will be substantially in accordance with those set out in the annexures hereto. The undivided share of the Common Property apportioned to the Unit shall be in accordance with the Participation Quota, which is ultimately determined in terms of the Act upon approval and registration of the Sectional Plan.
- 14.2 The Purchaser shall not be entitled to claim cancellation of this Agreement or any reduction in the purchase price by reason of any minor alteration to the size of any Section to that shown on the Plans annexed hereto. For purposes of clarity and good order, a minor alteration in size shall be an increase or decrease in the area of the Unit not greater than 5% (Five Percent).
- 14.3 The Land Surveyor shall have the sole decision whether a deviation referred to in clause 14.2 above is minor and his decision shall be binding on the Parties.

15. **SECTIONAL TITLE / EXCLUSIVE USE AREAS**

- 15.1 The Purchaser acknowledges that the sale contemplated in this Agreement is by sectional title and that the Purchaser has or will have satisfied himself / herself / itself regarding all Rules, Regulations, conditions and servitudes of whatever nature pertaining to the Property. The Purchaser furthermore acknowledges that the Purchaser has been informed that the Rules are

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available on request by the Purchaser, subject to final approval by the Community Schemes Ombud Service.

- 15.2 Sections in the Scheme shall be sold and utilised for residential purposes only.
- 15.3 The Purchaser shall accept Delivery of the Property and cession and allocation of the Exclusive Use Area(s) forming part of the Property subject to the Rules and title conditions and servitudes benefiting or burdening same whether existing or hereinafter imposed by any competent authority or by the Seller.
- 15.4 It shall be at the sole discretion of the Seller as to whether the Exclusive Use Areas shall be allocated in terms of Section 27 of the Act or Sections 10(7) or 10(8) of the STSM Act. The Seller shall have the right to sell and cede/allocate to a Purchaser of any other Section in the Scheme similar rights to other Exclusive Use Areas including but not limited to reserving for itself and or allocating to third parties Exclusive Use Area signage rights for signage on the building.
- 15.5 The Purchaser acknowledges that at the time of opening of the sectional title register of the Scheme or Delivery into the name of the Purchaser it may not be possible to simultaneously with Delivery cede all or any of the Exclusive Use Areas bought in terms hereof to the Purchaser. Such Exclusive Use Areas shall in such an event be ceded to the Purchaser at a later date.

16. **PARTICIPATION QUOTA**

- 16.1 It is agreed that, since Sections in the Scheme may be sold and utilised for residential and commercial purposes, the Scheme will accordingly be a scheme as envisaged in terms of Section 32(2) of the Act.
- 16.2 The Participation Quota of a Section shall be a percentage expressed to four decimal places, a schedule of which is attached hereto marked Annexure D.
- 16.3 It is recorded by the Seller and Purchaser that the Participation Quotas were calculated from the Plans and that they may change after actual measurement of the completed Buildings and all constituent Sections.

17. **RIGHT TO EXTEND THE SCHEME**

- 17.1 It is hereby recorded that the Seller will, simultaneously with the opening of the sectional title register of the Scheme, reserve and register a real right to extend the Scheme, as envisaged in Section 25 of the Act, which right to extend shall enable the Seller to extend the Scheme, within a period of 2 (Two) years after the date of registration of the right to extend, in such a manner as

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the Seller, in its sole and unfettered discretion, decides, provided that same is exercised in accordance with the Section 25(2) plans registered at the Deeds Office.

- 17.2 The exercising of the real right to extend the Scheme will amount to the construction of the Sections, of which the Unit that the Purchaser is purchasing in terms hereof forms part, above the existing commercial Section on the ground floor of the Building(s) as well as Exclusive Use Areas.

18. RIGHT TO RESILE

- 18.1 **Notwithstanding any provision to the contrary herein contained, on or before _____, the Seller in its sole discretion shall have the right to resile from this Agreement should the Seller not achieve 75% (Seventy-Five Percent) sales to proceed with the development of the Scheme or should the Seller fail to obtain the necessary approvals from all competent authorities as may be required for the development of the Scheme. Such aforementioned time period may be extended for a further period until _____ should the Seller require such extension of time by the Seller giving the Purchaser written notice to such effect before _____.**

- 18.2 Should the Seller elect to resile from this Agreement, it shall give written notice to the Purchaser to that effect, in which event this Agreement shall lapse and become null and void, and all amounts paid by the Purchaser together with interest earned thereon shall be refunded to the Purchaser.

- 18.3 Notwithstanding anything to the contrary herein contained, it is specifically recorded that in the event of objection(s) to the Seller serving to delay its commencement and/or completion and which delay, in the Seller's sole discretion will be for a period longer than 3 (Three) months, then and in such event the Seller shall be entitled to an election of which 7 (Seven) days' written notice being given to the Purchaser to that effect to either:

18.3.1 cancel this Agreement, whereupon any funds held by the Seller's Conveyancers together with interest accrued thereon shall be refunded to the Purchaser; or

18.3.2 inform the Purchaser that the purchase price has been adjusted in consultation with the Seller's quantity surveyor taking the estimate delay of such commencement/completion into account provided that in these circumstances the Purchaser shall thereupon have the right within 48 (Forty-Eight) hours of receipt of the Seller's notice as referred to herein to:

18.3.2.1 agree to the cancellation of this Agreement thereby entitling the Purchaser to the refund of the deposit as set out in clause E of the Schedule; or

18.3.2.2 agree to remain bound to the provisions of this Agreement but at the adjusted purchase price.

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19. **72 HOUR CLAUSE**

Should the Seller at any time prior to the fulfilment of all Suspensive Conditions receive another offer to purchase on his/her property, which offer he/she, in his/her sole discretion, finds more acceptable and wishes to accept, then the Purchaser herein shall be notified of such fact in writing and shall have 72 (Seventy Two) hours from time of receipt of such notice to waive in writing the benefit of all suspensive conditions in this Agreement thereby binding himself/herself unconditionally to purchase the property failing which this Agreement shall automatically lapse and be of no force or effect.

20. **JURISDICTION/COSTS**

20.1 The Purchaser/Seller hereby consents in terms of Section 45 of the Magistrate's Court's Act, No. 32 of 1944, as amended, to the jurisdiction of any Magistrates' Court having jurisdiction over its person under Section 28 of that Act, notwithstanding that any action or proceeding arising out of this Agreement would otherwise be beyond the jurisdiction of such court. The Seller/Purchaser shall, however, have the right to institute action in any other court of competent jurisdiction.

20.2 The Purchaser/Seller agrees that, in the event of the Purchaser/Seller instructing its attorneys and/or taking legal proceedings against the Purchaser/Seller pursuant to a failure by the Purchaser/Seller to fulfil any of its obligations in terms hereof, then the Purchaser/Seller shall pay all legal costs plus VAT incurred by the Purchaser/Seller in connection therewith as between attorney and own client, including collection commission laid down at the tariff rate applicable.

21. **CESSION AND ASSIGNMENT OF RIGHTS**

21.1 The Purchaser shall not be entitled to sell, assign, cede or make over its rights under this Agreement unless the prior written consent of the Seller is obtained.

21.2 **The Purchaser cannot market, sell or alienate his Property before Delivery.**

21.3 **It is recorded that the Body Corporate Rules will include a provision restricting an owner from allowing letting of any units within the Development for a period of less than 6 (six) months.**

22. **JOINT AND SEVERAL LIABILITY**

Should this Agreement be signed, by more than 1 (One) person as Purchaser, the obligations and liability of all the said Purchasers shall be joint and several.

23. **COMPANY / CLOSE CORPORATION**

If this Agreement is signed as Purchaser by a person purporting to act for and on behalf of a company, close corporation or trust (other than a company or close corporation not yet formed) the signatory shall be deemed to warrant that the signatory is duly authorised so to sign this Agreement and shall by the signatory's signature hereto bind himself thereto in favour of the Seller as surety and co-principal debtor together with such company or close corporation under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company or close corporation in terms of or arising out of this Agreement or any cancellation hereof.

24. **BREACH**

24.1 Should the Purchaser fail to pay any amount, or fail to provide the guarantee(s) required in terms of this Agreement on due date, or should the Purchaser commit a breach of any other of the terms and conditions of this Agreement and remain in default for 7 (Seven) days (unless such breach occurs after the transfer documents have been lodged in the Deeds Office for registration, in which case the 7 (Seven) day period may at the election of the Seller be reduced to 24 (Twenty Four) hours) after dispatch of a written notice requiring payment and/or Delivery of the guarantee(s) and/or requiring such breach to be remedied, the Seller shall be entitled without prejudice to any other rights of the Seller:

24.1.1 to claim immediate payment of the whole of the purchase price and the fulfilment of all the terms and conditions hereof; or

24.1.2 to cancel the sale in which event all monies paid to the Seller and/or the Seller's agents or Conveyancers in terms hereof, including monies paid as a deposit to such Conveyancers together with any interest earned thereon, shall on cancellation be paid by the Conveyancers to the Seller, at the Sellers written election on cancellation, either as:

24.1.2.1 as a pre-estimate of the Seller's liquidated damages without prejudice to the Seller's right to claim any further amounts due by the Purchaser as a result of such cancellation; OR

24.1.2.2 as rouwkoop (i.e. the Seller has the right to retain these funds as a penalty without having to calculate damages) in which event the Seller has no right to claim any further amount as damages;

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- 24.2 Notwithstanding the foregoing, if the Purchaser fails to timeously make payment of the deposit, the Seller shall be entitled to summarily cancel this Agreement and shall not be required to afford the Purchaser an opportunity to remedy his/her/its breach.

25. DISPUTE RESOLUTION

25.1 Separate divisible Agreement

This clause is a separate, divisible agreement from the rest of this Agreement and shall:

25.1.1 not be or become void, voidable or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, immorality, absence of consensus, lack of authority or other cause relating in substance to the rest of this Agreement and not to this clause. The Parties intend that any such issue shall at all times be and remain subject to arbitration in terms of this clause; and

25.1.2 remain in effect even if this Agreement terminates or is cancelled.

25.2 Disputes subject to negotiation, mediation and arbitration

Save as may be expressly provided for elsewhere in this Agreement for the resolution of particular disputes, any other dispute arising out of or in connection with this Agreement or the subject matter of this Agreement, including without limitation, any dispute concerning:

25.2.1 the existence of this Agreement apart from this clause;

25.2.2 the interpretation and effect of this Agreement;

25.2.3 the Parties' respective rights or obligations under this Agreement;

25.2.4 the rectification of this Agreement;

25.2.5 the breach, termination or cancellation of this Agreement or any matter arising out of the breach, termination or cancellation;

25.2.6 damages arising in delict, compensation for unjust enrichment or any other claim, whether or not the rest of this Agreement apart from this clause is valid and enforceable,

shall be referred to negotiation as set out in 25.3 hereunder.

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25.3 Negotiation

- 25.3.1 Any Party may in writing request that the dispute be submitted to negotiation by the Parties. Negotiation between the Parties is to commence within 5 (Five) days of any Party providing written request to any other Party.
- 25.3.2 Negotiation between the Parties shall take place at a venue mutually agreed upon between the Parties. Alternatively, the Parties may negotiate via the electronic mediums of video conference, alternatively telephone conference.
- 25.3.3 If the Parties are unable to resolve any dispute by way of negotiation within 7 (Seven) days, then the dispute shall be submitted to and decided by mediation as set out in 25.4 hereunder.

25.4 Mediation

If the Parties are unable to agree on a mediator or to resolve any dispute by way of mediation within 14 (Fourteen) days of any Party in writing requesting that the dispute be resolved by mediation, then the dispute shall be submitted to and decided by arbitration as set out in 25.5 hereunder.

25.5 Arbitration

- 25.5.1 The Parties shall agree on the arbitrator who shall be an attorney or advocate with no less than 20 (Twenty) years' experience and with the relevant dispute experience from the private sector who serves on the panel of arbitrators of the Arbitration Foundation of Southern Africa ("AFSA"). If agreement is not reached within 10 (Ten) days after any Party calls in writing for such agreement, the arbitrator shall be an attorney or advocate with the required experience as detailed herein nominated by the current serving managing partner of Werksmans Attorneys based in the City of Cape Town.
- 25.5.2 The request to nominate an arbitrator shall be in writing outlining the claim and any counterclaim of which the Party concerned is aware and, if desired, suggesting suitable nominees for appointment as arbitrator, and a copy shall be furnished to the other Party who may, within 7 (Seven) days, submit written comments on the request to the addressee of the request with a copy to the first Party.
- 25.5.3 The arbitration shall be held in Cape Town and the Parties shall endeavour to ensure that it is commenced within 30 (Thirty) Business Days after notice requiring the claim to be referred to arbitration is given.

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25.5.4 The arbitration shall be governed by the Arbitration Act, 1965, or replacement Act, and any amendments from time to time, and shall take place in accordance with the Commercial Arbitration Rules of AFSA.

25.5.5 Nothing contained in this clause 25 shall prohibit a Party from approaching any court of competent jurisdiction for urgent interim relief pending determination of the dispute by arbitration, and for this purpose the Parties consent to the non-exclusive jurisdiction of the Western Cape High Court, Cape Town.

26. NOTICE ADDRESS

26.1 The Parties to this Agreement choose the addresses set out in clauses A and B in the Schedule as their respective address for all purposes arising here out and as their respective addresses for the service of any notices required to be served upon them hereunder.

26.2 Any notice or communication required or permitted in terms of this Agreement shall be valid and effective only if in writing, but it shall be competent to give such notice by e-mail.

26.3 Either Party may by notice to the other change the physical address chosen as its notice address or may advise an email address or change an e-mail address; provided that such change(s) shall only become effective on the 6th (Sixth) Business Day after the date of receipt, or deemed date of receipt, of such notice by the addressee.

26.4 Any notice to a Party shall –

26.4.1 If sent by pre-paid registered post, be deemed to have been received on the 4th (Fourth) Business Day after posting unless the contrary is proved.

26.4.2 If delivered by hand, shall be deemed to have been received on the day of delivery or on the next Business Day if the day of delivery is not a Business Day.

26.4.3 If sent by e-mail, shall be deemed to have been received on the date of dispatch or on the next Business Day if the time of dispatch is after 17:00 on a Business Day, unless the contrary shall otherwise be proved.

26.5 Notwithstanding anything to the contrary herein contained, any written notice or communication actually received by a Party to this Agreement shall be an adequate written notice or communication to it/him notwithstanding that it was not sent to or delivered at the chosen notice address or transmitted to such Party's e-mail address as stipulated herein.

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27. ACKNOWLEDGEMENTS BY THE PURCHASER

27.1 The Seller and the Purchaser acknowledges that this Agreement is subject to:

27.1.1 all governing authorities granting all approvals in writing to give effect to the development of the Scheme;

27.1.2 the opening of the Scheme and registration of the Sectional Plan.

27.2 The Seller shall diligently pursue the application for the approval of the development plans of the Scheme with the relevant authorities and the development finance and sales necessary therefore to execute the development of the Scheme.

27.3 There will be no short term letting of the property and any leases that may be concluded will be for a minimum period of 6 (six) months.

27.4 Should any of the conditions set out in clause 27.1 above not be complied with for any reason whatsoever on or before _____, or such extended date in terms of clause 18 of this Agreement as the Seller in its sole discretion may allow, this Agreement shall be of no further force or effect. In such event, the Seller shall repay all monies paid by the Purchaser on account of the purchase price together with interest thereon whereupon it is reciprocally agreed that neither Party shall have any claim of whatsoever nature against the other Party. The Seller undertakes to inform the Purchaser of progress regarding clause 27.1 if requested to.

28. GENERAL CONDITIONS

28.1 The Parties acknowledge that this Agreement represents the entire agreement between them and that no other conditions, stipulations, warranties and/or representations whatsoever whether express or implied have been made by either Party or the agents other than as set forth in this Agreement.

28.2 The terms of this Agreement form the sole contractual relationship between the Parties hereto and no variation of this Agreement shall affect the terms hereof unless such variation shall be reduced to writing under the hands of the Parties hereto.

28.3 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.

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28.4 The head notes to the paragraphs to this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

28.5 All warranties, acknowledgements, and undertakings, on, by and behalf of the Purchaser, are subject and without prejudice to the rights conferred on the Purchaser in terms of the Consumer Protection Act.

29. **DIRECT MARKETING**

If the Purchaser was introduced to the transaction as a result of Direct Marketing, the Purchaser/s attention is, in terms of Section 32 of the Consumer Protection Act, drawn to Section 16(3) and (4) of the Act, which determines that the consumer may rescind a transaction resulting from any Direct Marketing without any reason or penalty, by notice to the Seller in writing, within 5 (Five) Business Days from the date of this Agreement.

30. **OFFER ACCEPTANCE**

In as much as this Agreement, signed by the Purchaser and delivered to the Seller, shall constitute an offer to purchase the Property, such offer shall not be capable of being withdrawn and shall remain open for acceptance by the Seller signing same within 14 (Fourteen) days after the date of signature thereof by the Purchaser.

31. **ESTIMATED RATES AND LEVIES**

31.1 Levies and Taxes will approximately be the amount as set out in clause G of the schedule.

31.2 Levies will approximately be the amount as set out in clause G of the schedule.

32. **AGENT'S COMMISSION**

32.1 Agent's commission arising from or in connection with the sale shall be borne and paid by the Seller.

32.2 The Purchaser warrants that the Agent was responsible for introducing him/her to the Property and further warrants that no other Agent will have any claim against the Seller for Agent's commission arising out of this transaction. The Purchaser indemnifies and holds harmless the Seller against any loss, damage or expense sustained, suffered or incurred by the Seller arising out of any breach of the foregoing warranty.

32.3 If the agreement is cancelled as a consequence of default by the Purchaser, the Purchaser acknowledges that he/she/it shall be liable to the Agent for payment of the equivalent of the

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commission due in terms of this transaction by way of liquidated damages without prejudice to any rights of the Agent in terms of this agreement or otherwise.

32.4 The conveyancers are hereby irrevocably authorised by the Seller and the Purchaser to appropriate the commission due plus VAT thereon from either the deposit and/or the purchase consideration and/or any other funds held by the conveyancers and to account for such commission plus VAT thereon to the Agent.

33. **UNCONTROLLABLE EVENTS (FORCE MAJEURE)**

In the event that the Seller shall be delayed, hindered in or prevented from doing or performing any act or thing required hereunder by reason of an Uncontrollable Event, then the Seller shall not be responsible for such delays and the doing or performing of such act or thing shall be excused for the period of delay arising from the Uncontrollable Event, and the period for the performance of any such act or thing shall be extended for a reasonable period arising from the Uncontrollable Event. In such an event, the Purchaser shall not have the right to resile from this Agreement upon the occurrence of an Uncontrollable Event and shall furthermore not have any claim of whatsoever nature against the Seller in respect of the same.

34. **PROTECTION OF PERSONAL INFORMATION ACT**

The Seller and the Seller's Conveyancers will collect information from the Purchaser for the purposes of the transaction contemplated in this Agreement. Such information will be used for the obvious purposes relating to giving effect to the transaction on behalf of the Purchaser and subject to the provisions of the Protection of Personal Information Act.

SIGNED BY THE **PURCHASER** AT _____ ON THIS THE ____ DAY OF _____
2025.

PURCHASER 1

PURCHASER 2 (IF APPLICABLE)

Initial

SIGNED BY THE **SELLER** AT _____ ON THIS THE ____ DAY OF _____ 2025.

SELLER

Initial

AFFIRMATION OF SURETYSHIP

To be completed where the Purchaser is a company, close corporation or trust, or where one party is standing surety for the Purchaser, either for the terms of this Agreement or for the terms of the Purchaser's bond application.

I/We the undersigned, _____ and

_____ hereby confirm that we have bound ourselves jointly and severally to and in favour of the Seller as sureties and co-principal debtors in solidum with the Purchaser as set out in clause 23 of this Agreement, for the due fulfilment of all the obligations of the Purchaser arising from this Agreement.

For signature by the signatory on behalf of the Purchaser but in such signatory's personal capacity.

SIGNED at _____ on this _____ day of _____ 2025.

AS WITNESSES:

1. _____

2. _____

signed by
in his / her personal capacity as surety

Initial