

## ANNEXURE E / ADDENDUM E – OCCUPATION OTHER THAN REGISTRATION

**SINCE** the parties agreed in terms of clause 4 of the main agreement that the purchaser will take occupation of the property on the date as set out below.

**ALTERNATIVELY** the parties now (on a later date than the main agreement) agree that the purchaser will take occupation of the property on the date set out below:

Now therefore the parties wish to regulate the occupation as follows:

### A. Purchaser occupies the property before registration

1. Vacant and unhindered occupation of the property shall be given to the purchaser on:

Seller 1 Initial	Seller & Purchaser	▪ _____ day of _____ 20 ____ at 12H00*
Seller 2 Initial		
Purchaser 1 Initial		
Purchaser 2 Initial		

**On condition that the transferring attorney has confirmed to the agent and seller that:**

Purchaser 1 Initial	Purchaser	i. The occupational rent is paid monthly in advance and is cleared by the transferring attorney's bank.
Purchaser 2 Initial		ii. All the conditions relating to the deposits and guarantees are fulfilled.
		iii. All costs relating to the transfer (including the transfer duty) and bond registration is paid/secured.
		iv. All transfer and bond documentation is signed.
		v. All documents that need to be handed to either the transfer or bond attorney are delivered.
		vi. The transfer duty receipt or confirmation that the purchaser has no outstanding tax matters has been received from SARS.
		vii. The purchaser has complied with clause 4 in this addendum/annexure.
* Purchaser initial.		

2. The purchaser shall pay occupational interest, monthly in advance in the amount of R \_\_\_\_\_  
( \_\_\_\_\_ Rands)  
to the transferring attorney on or before the first of every month without any deductions or bank charges. The transferring attorney will apportion the occupational rent strictly due and the difference will be refunded to the purchaser on date of registration.
3. From the date of occupation or registration, whichever occurs first, the purchaser takes responsibility for the payment of all utilities such as sewerage, water and electricity consumption.
4. If the purchaser occupies the property before registration he will open the utility account in his/her name at the municipality before occupation. If the municipality refuses, the purchaser must on request pay an amount equal to the previous month's utility bill to the transferring attorney before occupation in addition to the occupational rent as set out in clause 2 above.
5. The transferring attorney will apportion the utility bill on a pro-rata basis as soon when the utility bill is received from the seller. The transferring attorney will merely take into consideration the number of days in relation to the utility bill for purposes of the calculation.

6. If transfer of the property does not take place within 6 (six) months after the fulfilment of all the suspensive conditions herein due to any breach of the purchaser despite written notice and request to end such averred delay in terms of clause 10 of the main agreement, the occupational rent will be increased with an amount equal to 0.5 % of the purchase price in addition to the occupational interest per month forward. The purchaser will then also be liable for all future rates and taxes and levies on the property until registration.
7. The parties agree that there is no lease agreement between them and therefore no rights and obligations as created in the Rental Housing Act, 50 of 1999 are applicable.
8. If occupation is given prior to transfer of the property, the purchaser shall not make any alterations or additions to the property, without the prior written consent of the seller. In the event of this agreement being cancelled for any reason whatsoever, the purchaser shall not be entitled to compensation from the seller for any improvements of whatsoever nature he/she may have caused to be effected on the property, regardless whether the Seller consented to it or not.

#### **B. Seller occupies property after registration**

**The parties hereby agree that the seller will remain in the property after registration:**

1. Until \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at 12H00\*
2. The seller shall pay occupational interest monthly in advance in the amount of R \_\_\_\_\_  
( \_\_\_\_\_ Rands)  
directly to the purchaser on or before the first day of every month without any deductions or bank charges.
3. The seller will remain responsible for the payment of all utilities such as sewerage, water and electricity consumption from date of registration until the date in clause B 1 above or the date that he/she vacates the property thereafter. The purchaser will only open the utility account in his/her name on or after the date as mentioned in B 1.
4. The parties agree that there is no lease agreement between them and therefore no rights and obligations as created in the Rental Housing Act, 50 of 1999 are applicable.

#### **Purchaser/s**

<b>THUS DONE AND SIGNED BY ME/US</b> at _____ on this _____ day of _____ 20____ _____	
<b>Purchaser 1:</b> _____ Name : _____	<b>Witness 1:</b> _____ Name : _____
<b>Purchaser 2:</b> _____ Name : _____	<b>Witness 1:</b> _____ Name : _____

#### **Seller/s**

<b>THUS DONE AND SIGNED BY ME/US</b> at _____ on this _____ day of _____ 20____ _____	
<b>Seller 1:</b> _____ Name : _____	<b>Witness 1:</b> _____ Name : _____
<b>Seller 2:</b> _____ Name : _____	<b>Witness 1:</b> _____ Name : _____

***This Annexure / Addendum must be read with clause 4 of the agreement of sale.***