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Sale of 20 West Road South Unit

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**AGREEMENT OF PURCHASE AND SALE**

between

**INTAMARKET EQUITY AND ADVISORY (PTY) LTD**

and

**JOHANNA SOPHIA ADRIANA VENTER**

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1. **DEFINITIONS**

In this agreement unlessinconsistent with or otherwise indicated by the context the following words and expressions shall have the meanings assigned to them hereunder:

**Part A: The Parties**

1.1 "**seller**" means INTAMARKET EQUITY AND ADVISORY (PTY) LTD, Registration No.

2006/034054/07 represented herein by Marc Darren

Wachsberger, who by his signature hereto warrants

that he is duly authorised thereto;

1.2 "**seller's address**" physical: 1st Floor Atholl Towers 129 Patricia Road

Sandown

Sandton

postal: P O Box 78416, Sandton, 2146

fax no. 086 522 6144

1.3 "**purchaser**" means . JOHANNA SOPHIA ADRIANA VENTER I.D. No. 76006170018086

1.4 "**purchaser's address**" physical: . . 79 Courtday Crescent, Randjiesfontein Equestrian Estate, Midrand

postal: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

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

fax no. *. . . . . . . . . . . . . . . . . . . . . . . . . . .* ;

**Part B: General Definitions**

1.5 "**Act**" means the Sectional Titles Act, 1986;

1.6 "**conveyancer**" means Strauss Scher Attorneys, 2nd Floor, Four on Anslow Office Park

4 Anslow Lane cnr.Berkley Lane

Off Grosvenor Road, Bryanston

P O Box 786473, Sandton, 2146

(Ref. Julian Scher)

Tel : +27 11 883-9798

Fax : +27 11 883-6661

Email : nancy@straussscher.co.za

1.7 "**date of acceptance**" means the date on which last of the parties whose signatures are required hereto signs this agreement;

1.8 "**deposit**" means R250 000 holding deposit (Two Hundred And Fifty Thousand Rand);

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1.9 "**guarantee due date**" means 45 days after signing and 14 days after bond grant

1.10 "**loan amount**" means R2 250 000 (Two Million Two Hundred and Fifty Thousand Rand)

1.11 "**balance due date**" means 7 days after signing and registration

1.11 "**occupation date**" means on transfer;

1.12 **"occupational interest"** N/A

1.13 **“loan due date”** 30 days after signing

1.14 "**purchase price**" means R2 500 000 (Two Million and Five Hundred Thousand Rand) inclusive of VAT;

1.15 "**transfer**" means transfer of the unit into the name of the purchaser in the office of the Registrar of Deeds,

Pretoria;

1.16 "**unit**" means section no 418 in the sectional title scheme 20 WEST ROAD SOUTH, together

with an undivided share in the common property and

building or buildings in accordance with the

participation quota of the section appearing on the

sectional plan, together with all fixtures and fittings

of a permanent nature;

1.17 "**VAT**" means value-added tax as defined in the Value Added Tax Act No. 89 of 1991, as amended;

1.18 the singular shall include the plural and *vice versa* and words importing one gender shall include the other genders;

1.19 headings to clauses are for reference purposes only and are not to be used in the interpretation thereof;

1.20 in this agreement, the number of days prescribed shall be calculated exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2. **PURCHASE AND SALE**

The seller hereby sells to the purchaser, who hereby purchases, the unit for the purchase price on the terms and conditions set out in this agreement, voetstoots and subject to all the conditions and servitudes applicable thereto.

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3. **PURCHASE PRICE AND PAYMENT**

The purchase price shall be paid on transfer and secured as follows:

3.1 the deposit shall be paid on the date of acceptance. The deposit shall be paid to the seller's conveyancer in trust and invested by the seller's conveyancer in an interest bearing account in the name of the purchaser in terms of Section 78(2)(A) of the Attorneys Act, 1979. Interest on the deposit shall accrue for the benefit of the purchaser until the date of transfer. On the date of transfer the deposit shall be paid to the seller and the interest to the purchaser; and

3.2 the balance of the purchase price shall be paid against registration of transfer and shall be secured by guarantees acceptable to the seller from a registered financial institution. The guarantees shall be drawn in favour of the seller or its nominee and expressed to be payable against transfer. The guarantees shall be delivered to the seller's conveyancer on or before the guarantee due date.

4. **OCCUPATION**

4.1 Occupation of the unit shall be given to the purchaser on the occupation date.

4.2 From the occupation date to the date of transfer, the purchaser shall pay to the seller the occupational interest. This amount shall be inclusive of the levy but exclusive of the costs of electricity and water, and shall be payable monthly in advance by the purchaser to the seller or its nominee.

4.3 If transfer is effected other than at the end of a month, the occupational interest shall be pro rated for that portion of the month up to the date on which the purchase price is paid.

5. **SALE CONDITIONAL UPON LOAN**

5.1 This offer is subject to the suspensive condition that the purchaser is able to raise a loan from a registered financial institution in the loan amount on or before the loan due date upon the security of a first mortgage over the property at a rate of interest similar to that charged by the Standard Bank of South Africa Limited from time to time and on conditions comparable to those normally imposed by the said Bank. This condition shall be deemed to be fulfilled immediately a letter is issued by a financial institution stating that the loan has been approved in principle.

5.2 The seller may, in its absolute discretion, extend the loan due date for a period not exceeding a further 14 (fourteen) days by giving written notice to this effect to the purchaser on or before the loan due date.

5.3 If this condition is not fulfilled, the agreement shall lapse and be of no further force or effect, in which event the parties shall be restored to the position in which they had been prior to the date of acceptance.

5.4 This condition has been inserted solely for the benefit of the purchaser and may be waived by it at any time prior to the date for fulfilment thereof.

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6. **RISK AND POSSESSION**

Possession of the unit shall be given to the purchaser on date of registration of transfer, on and from which date the benefits and risk of ownership of the unit shall pass to the purchaser.

7. **TRANSFER**

7.1 Transfer of the property shall be effected by the seller's conveyancer within a reasonable time after the purchaser has complied with the terms of clause 3 hereof.

7.2 The purchaser shall:

7.2.1 sign all documents required by the conveyancer relating to the transfer. 7.2.2 provide all documentsrequired by the conveyancer relating to the transfer; and

7.2.3 pay to the said conveyancer the costs of transfer and matters incidental thereto (including bond registration fees, if applicable),

within 2 (two) days of being called upon to do so.

8. **BREACH**

8.1 If either party breaches any provision of this agreement and remains in breach for 7 (seven) days after dispatch of written notice to such party requiring that party to rectify that breach or if either party repudiates this agreement, the other party shall be entitled at that party's option:

8.1.1 to sue for the immediate specific performance of any or all of the defaulting party's obligations under this agreement whether or not any such obligation is then due; or

8.1.2 (either as an alternative to a claim for specific performance or upon the abandonment of such a claim) to cancel this agreement. Written notice of such cancellation shall be given to the defaulting party and the cancellation shall take effect on the giving of such notice.

8.2 The remedies in terms of this clause are without prejudice to any other remedies to which the parties may be entitled in law.

9. **DOMICILIUM**

9.1 The parties hereby choose their *domicilia citandi et executandi* for the delivery of all notices and processes arising herefrom, at the addresses appearing in clause 1 hereof; provided that after the date of occupation stipulated in clause 1.12 hereof the property shall become the *domicilium citandi et executandi* of the purchaser.

9.2 Any formal notice to be given or to be made for any purpose under this agreement shall be in writing and shall –

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9.2.1 be delivered to the addressee's physical address in which event it shall be deemed to have been received when so delivered; or

9.2.2 sent by registered post to the addressee's postal address, in which event it shall be deemed to have been received 7 (seven) days after it has been posted; or

9.2.3 sent by telefax in which event it shall be deemed to have been received on the day on which it was sent.

9.3 Either of the parties shall be entitled to change its respective *domicilium* and any other address, as the case may be, on 14 (fourteen) days' notice to the other, provided such address is within the Republic of South Africa.

10. **NO AGENT**

The purchaser warrants that he was not introduced to the seller or the property by any agent, and hereby indemnifies the seller against any claim by any person claiming commission by virtue of the purchaser's acquisition of the property.

11. **ELECTRICITY COMPLIANCE CERTIFICATE**

The seller hereby undertakes to deliver to the purchaser by no later than the occupation date an electrical compliance certificate as provided for in the Occupational, Health and Safety Act 1993.

12. **GENERAL**

12.1 This agreement constitutes the entire agreement between the parties. The seller shall not be liable to the purchaser for any other terms, conditions, statements, promises, warranties, or representations, express or implied, made or alleged to have been made by the seller or by any person purporting to act on behalf of the seller.

12.2 Any latitude or extension of time which may be allowed to the purchaser shall not in any circumstances constitute or be deemed to constitute a waiver of the rights of the seller in terms of this deed of sale.

12.3 If occupation of the property is given to the purchaser before registration of transfer into the purchaser's name, the purchaser shall not be entitled to make any alterations or additions to the property prior to registration of transfer without the written consent of the seller first being obtained.

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SIGNED BY THE PURCHASER IN MOOIKLOOF ON THIS THE 6TH DAY OF FEBRUARY 2025 AT 12.00

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AS WITNESSES:

1.

2.

AS WITNESSES:

1.

2.

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SIGNED BY THE SELLER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ON THIS THE \_\_\_\_\_\_ DAY OF FEBRUARY 2025 AT 12.00

AS WITNESSES:

**PARTICULARS OF PURCHASER**

Name of representative of Purchaser

Tel. Fax. (cell) 0727416749

postal address 59 BISHOPS COURT, AUGRABIES STREET, MOOIKLOOF RIDGE ESTATE PRETORIA 0059

e-mail address propex4@gmail.com

income tax number 0281185876

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PURCHASER'S SIGNATURE