

**INFORMATION SCHEDULE TO THE
AGREEMENT OF SALE
ENTERED INTO BY AND BETWEEN:**

1.SELLER: **STONE LAND CASE 40 PROPRIETARY LIMITED**
Registration No. 2016/345717/07, Office 01314, 34 Melrose Boulevard, Melrose Arch, 2076 (Physical Address) and PostNet Suite 552, Private Bag X1, Melrose Arch, 2076, Email: brian@proptiq.co.za
 herein represented by Brian Azizollahoff in his capacity as director of the
 (*hereinafter referred to as “the Seller”*)

2.1 THE PURCHASER		
Full Name		
Title		
Identity/Passport		
Resident of South Africa	<input type="radio"/> Yes	<input type="radio"/> No
Full Name of Spouse (if applicable)		
Identity Number of Spouse (if applicable)		
Marital Status	<input type="radio"/> Unmarried <input type="radio"/> Married in commUnity of Property <input type="radio"/> Married out of commUnity of Property with Accrual <input type="radio"/> Married out of commUnity of Property without Accrual <input type="radio"/> Married, the marriage being governed by the laws of _____ (insert name of country if not South Africa) <input type="radio"/> Other	
Physical Address		
Postal Address		
E-mail Address		
Cell phone Number and Work Number		
SARS Income Tax Number		
VAT Registration Number (If Applicable)		

2.2 THE PURCHASER (Complete section if more than one Purchaser)	
Full Name	
Title	
Identity/Passport	
Resident of South Africa	<input type="radio"/> Yes <input type="radio"/> No
Full Name of Spouse (if applicable)	
Identity Number of Spouse (if applicable)	
Marital Status	<input type="radio"/> Unmarried <input type="radio"/> Married in commUnity of Property <input type="radio"/> Married out of commUnity of Property with Accrual <input type="radio"/> Married out of commUnity of Property without Accrual <input type="radio"/> Married, the marriage being governed by the laws of _____ (insert name of country if not South Africa) <input type="radio"/> Other
Physical Address	
Postal Address	
E-mail Address	
Phone Number Work	
Cell phone Number	
SARS Income Tax Number	
VAT Registration Number (If Applicable)	

AND/OR

2.3 JURISTIC PERSON (COMPANY / CLOSE CORPORATION / TRUST)

Registered name	
Registration number	
Representative's name as per attached Resolution/Letter of Authority	
Title of Representative	
Representative's identity number	
Entity income tax number	
Entity VAT number	
Contact number	
Email address	
Physical address	
Postal address	

(hereinafter referred to as "the Purchaser")

(hereinafter collectively referred to as "the parties")

3. THE PROPERTY						
DESCRIPTION OF THE SECTION TO BE DEVELOPED BY THE SELLER AND SOLD TO THE PURCHASER IN TERMS OF THIS AGREEMENT AND HEREINAFTER REFERRED TO AS "THE SECTION"						
The Property consists of the following Unit, comprising the Section and Exclusive Use Area/s (if applicable) reflected on the sectional plans as being intended for the exclusive use of the owner of the Property, including the undivided share in the Common Property as apportioned to the Section in accordance with the participation quota determined in accordance with the provisions of Section 32(1) of the Sectional Titles Act No 95 of 1986 ("Sectional Titles Act"):						
Name of Scheme		4 on Ann				
Erf No.	4	Section No as shown and more fully described in the plans annexed hereto marked Annexures 2 and 3 read together with Annexure 4.				
Physical Address		135 Ann Crescent, Simba, Johannesburg, 2031				
Exclusive Use Areas or Sole Utilization Areas (Choose whichever is applicable)		<input type="checkbox"/> Exclusive Use Areas ("EUA") <input type="checkbox"/> Sole Utilization Areas				
	Unit	Garage	Store Room	Covered Parking	Open Parking	Garden / Patio
Door / Identifying Number		n/a	n/a	As per the Site Plan	As per the Site Plan	
Section Number According to Sectional Plan (if differ from Door number)		n/a	n/a			
Approximate Extent in square meters as measured to the median line of the dividing walls of such Section		n/a	n/a			
Estimated Levies		R				

Township	Simba	
Municipality	Sandton, Johannesburg	
4. PURCHASE PRICE		
i. Purchase Price	R	
Purchase Price in words		
ii. Deposit Payable	R	
iii. Balance Purchase Price / Full Purchase Price	R	
Payable from	<input type="checkbox"/> Cash <input type="checkbox"/> Mortgage bond <input type="checkbox"/> Proceeds of sale of Purchaser's property	
Rental Assist To be paid by the Seller to the Purchaser if the Unit is rented out by IGrow Rentals	R	
5. SUSPENSIVE CONDITIONS		
i. Sale subject to mortgage finance	<input type="checkbox"/> Yes	<input type="checkbox"/> No
ii. Bond amount required	R	
iii. Sale subject to sale of Purchaser's property	<input type="checkbox"/> Yes	<input type="checkbox"/> No
iv. Sale Price of Property	R	
v. Property Description		
6. OCCUPATION		
i. Estimated Occupation Date	1 December 2022 subject to Clause 7.	
ii. Occupational Interest	A monthly amount equivalent to 0,7% of the purchase price in 4(i), but subject to Clause 7 of Annexure 1.	
iii. Occupational Levy	R	
7. THE AGENT		
The Agency	IGrow Real Estate	
Registration Number	2017/469769/07	

Office Address		Barinor's Vineyard North, The Vineyards Office Estate, 99 Jip de Jager Drive, Welgemoed, Bellville	
Name of IGrow Real Estate selling Agent			
Contact Number		Email Address	
8. THE SELLERS CONVEYANCERS ("The Conveyancers")			
Name of Firm		Strauss Scher Attorneys	
Reference		Mr R McCafferty/Gail Jansen	
Office Address		PO BOX 786473, Sandton, 2146	
Contact Number	0027 11 8839798	Email Address	gail@strausscher.co.za
9. ANNEXURES			
Annexure 1		Terms and Conditions of Agreement of Sale	
Annexure 2		Floor plan of the Section (layout plan) including marked location of the Section in the building	
Annexure 3		Site Development Plan with marked parking allocation per Unit	
Annexure 4		Specification and Schedule of Finishes	

ANNEXURE 1

AGREEMENT OF SALE

TERMS AND CONDITIONS

Kindly ensure that before signing this Agreement that you have had an adequate opportunity to read and understand the terms of this Agreement. If you do not understand these terms, you have the obligation to ask for an explanation or to seek independent legal advice before signature of the Agreement.

INTRODUCTION

- (i) The Seller is the owner of the Remaining Extent of Erf 4 in the Township of Simba, Sandton, Gauteng and has established a sectional title scheme on the said property. The Seller, on opening the sectional title register, reserved the right to register a second phase of the scheme. The property herein sold constitutes a Unit in the second phase of the scheme.
- (ii) The Seller hereby sells to the Purchaser who purchases the Unit as described herein, and on the terms and conditions as set out in this Annexure 1 read together with Annexures 2; 3 and 4 annexed thereto being:

NOW THEREFORE IT IS AGREED THAT:

1. DEFINITIONS

1.1 In this Agreement unless otherwise indicated or unless the contrary intention shall appear from the context, the following terms shall have the meanings assigned to them hereunder, namely:

1.1.1 "**Act**" means the Sectional Titles Act, No. 95 of 1986, as amended, and all regulations made in terms thereof as amended or replaced from time to time and read together with the Sectional Titles Schemes Management Act 8 of 2011, as amended and include the Regulations issued under the said Act;

1.1.2 "**Agent**" means IGrow Real Estate Proprietary Limited, Registration Number: 2017/469769/07, with address at Barinor's Vineyard North, Vineyards Office Estate, 99 Jip de Jager Drive, Durbanville, 7550

(ii) the date on which a certificate of occupancy is issued in respect of the Property by the local authority;

- 1.1.11 **"Consumer Protection Act"** means Act 68 of 2008;
- 1.1.12 **"Defects"** mean, depending on the context, the patent and/or latent defects as contemplated in this Agreement;
- 1.1.13 **"Developer"** means the Seller or its successors in title or assigns and in the technical sense having the rights and powers conferred on a developer by the Act;
- 1.1.14 **"Development"** means the buildings to be developed by the Seller on the land in phases and comprising the scheme;
- 1.1.15 **"Exclusive Use Area"** means that part of the Common Property as indicated to the Purchaser and to be allocated to the Purchaser for his exclusive use and enjoyment as contemplated in Section 10(7) of the Sectional Titles Schemes Management Act 8 of 2011;
- 1.1.16 **"Land"** means the Remaining Extent of Erf 4 in the Township of Simba, Registration Division IR Province of Gauteng measuring approximately 3278 square meters;
- 1.1.17 **"Manager"** means the managing agent appointed by the developer;
- 1.1.18 **"Management Act"** means the Sectional Titles Schemes Management Act 8 of 2011;
- 1.1.19 **"Occupation date"** means the anticipated occupation date in paragraph 6(i) of the Schedule, being the date upon which occupation of the Unit is tendered to the Purchaser, provided that such date shall not be prior to the issuing of the Occupancy Certificate for the Unit by the relevant Authority and subject to compliance of the provisions of Clause 7.2;
- 1.1.20 **"Occupational levy"** means the occupational levy in paragraph 6(iii) of the Schedule;
- 1.1.21 **"Occupational interest"** means the occupational interest in paragraph 6(ii) of the Schedule;
- 1.1.22 **"Participation quota"** means the area of the Section as a percentage, to four decimal places, to the total area of all the sections in the scheme as reflected in the Schedule to the approved sectional plan of extension in accordance with the provisions of Section

32(1) or (2) of the Sectional Titles Act in respect of that Section for the purposes referred to in Section 32(3) of the said Act, and shown on the Sectional Plan in accordance with provisions 5(3)(g) of the said Act.

- 1.1.23 "Phase" means a phase of the scheme as envisaged in Section 25 of the Act;
- 1.1.24 "Plans" mean the plans contained in Annexures 2 and 3 to this Agreement;
- 1.1.25 "Principal Agent" means a qualified architect or senior architectural technologist or a member of The South African Council for the Architectural Profession to be appointed by the Seller;
- 1.1.26 "Property" means the Section in the Scheme as indicated above together with an undivided share in the Common Property in accordance with the Participation Quota as indicated on the Sectional Plan;
- 1.1.27 "Purchase Price" means the VAT inclusive amount in paragraph 4 of the Schedule;
- 1.1.28 "Revised date of occupation" means the occupation date as may be revised by the Seller in Clause 7.2;
- 1.1.29 "Rules" mean the rules of the Body Corporate in Clause 9.1.4;
- 1.1.30 "Schedule" means the Information Schedule prefixed to this Agreement, forming part of the Agreement of Sale and which contains details of the Unit sold, the purchase price and other details hereinafter referred to;
- 1.1.31 "Scheme" means the sectional title scheme known as 4 on Ann to be developed on the Remaining Extent of Erf 4, Township of Simba, Gauteng, by the developer in phases in respect of the land;
- 1.1.32 "Section" means the Unit described in paragraph 3 of the Schedule and more fully indicated on the plans notwithstanding that the sectional plan of extension upon which it is shown or will be shown, may not yet be registered;
- 1.1.33 "Sectional plan of extension" means the sectional plan of extension in respect of the second phase of the scheme which the Seller will procure be approved by the Surveyor

General in respect of the buildings and which plan will be required by the Registrar of Deeds for purposes of transfer;

- 1.1.34 "**Seller's conveyancers**" mean the conveyancers referred to in paragraph 8 of the Schedule;
- 1.1.35 "**Specification and Schedule of Finishes**" means the specification and Schedule of finishes to the Section, being Annexure 4;
- 1.1.36 "**Signature Date**" means the date on which this Agreement is signed by the latter of the Seller or the Purchaser;
- 1.1.37 "**Transfer Date**" means the date on which the Property is registered in the name of the Purchaser in the relevant office of the Registrar of Deeds which date shall be after the registration of phase two of the scheme subject to the terms and conditions of this Agreement;
- 1.1.38 "**Unit**" shall mean the Section specified in paragraph 3 of the Schedule notwithstanding that the sectional plan of extension upon which the Section forming part of the Unit is shown or is to be shown may not be presently registered;
- 1.1.39 In this Agreement, unless the context otherwise requires:
- 1.1.39.1 words and expressions used in the Act shall have the same meanings as have been assigned to them in terms of the Act;
- 1.1.39.2 the masculine shall include the feminine and vice versa and they shall both include neuter;
- 1.1.39.3 the singular shall include the plural and vice versa;
- 1.1.39.4 the headings are used for reference only and are in no way to be deemed to explain, modify, amplify or aid in the interpretation of this Agreement;
- 1.1.39.5 the rule of interpretation of a contract against the drafter thereof shall not be applicable.

1.1.40 The Purchaser's attention is drawn to the provisions of Section 49 of the Consumer Protection Act, 68 of 2008 ("Section 49"). The Purchaser acknowledges:

- (i) that the Agent has satisfactorily explained the effect and consequences of the provisions of Section 49 in relation to this Agreement and the Property to him in detail; and
- (ii) that this Agreement contains certain terms and conditions which limit the risk or liability of the Seller, which constitute an assumption of risk and liability on the Purchaser's part, which impose an obligation on the Purchaser to indemnify the Seller and/or which constitute an acknowledgment of facts by the Purchaser, and
- (iii) The parties furthermore acknowledge that none of the terms of this Agreement, despite the express reference to the Consumer Protection Act, should be construed as an acknowledgment that the Consumer Protection Act applies to this transaction in circumstances where the same is not applicable to this transaction.

1.1.41 Reference to "days" shall be construed as calendar days unless qualified by the word "business day", which shall mean any day other than a Saturday, Sunday or public holiday gazetted by the Government of the Republic of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between 8.30am and 16.30pm on any business day. Any reference to time shall be based upon South African Standard Time.

1.1.42 Reference to any legislation in this Agreement will include legislation passed in substitution thereof.

2. SALE

The Seller hereby sells the Unit to the Purchaser who purchases the Unit from the Seller on the terms and conditions set out in this Agreement.

3. EXCLUSIVE USE AREAS AND RULES

- 3.1 The Seller has procured the approval by the Ombud, as envisaged in the Management Act, of the substitution, addition, amendment or appeal of the statutory management rules as set out in the Management Act to make provision for, *inter alia*, the establishment of the exclusive use areas as described in paragraph 4 of the Schedule in accordance with Section 10(7) and (8) of the Management Act, in favour of the Purchaser.
- 3.2 The Purchaser acknowledges that the rules in Clause 3.1, although conferring rights of exclusive use and enjoyment of those parts of the common property shall not be deemed to be a right to urban immovable property capable of being mortgaged.
- 3.3 The Purchaser, as owner of the Section which in certain cases is entitled to the right of exclusive use of a part or parts of the common property, may be required to make such additional contributions to the Body Corporate as are estimated necessary to defray the costs incurred by the Body Corporate in respect of *inter alia*, insurance, maintenance and consumption charges in respect of the said exclusive use areas or, alternatively, the Seller may, in making the rules as provided for in Clause 9.1.4 read with Clause 3.1, provide that the owners concerned be responsible directly, whether entirely or partially, for such costs.
- 3.4 It is recorded that the Body Corporate or the developer, as the case may be, shall, at all times, have access through any Unit to any ceiling void and/or service duct from time to time as may be necessary for the purposes of maintenance of any services contained therein and for any other purpose reasonably associated with the development of the scheme.
- 3.5 The Purchaser undertakes not to interfere with or hinder any other Purchaser or owner of any Unit forming part of the scheme in the exercise by him/her of any exclusive rights granted to him/her.

4. PURCHASE PRICE

- 4.1 The Purchase Price payable by the Purchaser to the Seller on the Transfer Date is the amount as per paragraph 4 of the Schedule, which amount is inclusive of Value Added Tax ("VAT") at the applicable rate from time to time.
- 4.2 The Purchaser shall pay the Purchase Price to the Seller as follows:

- 4.2.1(i) if the Purchaser does not require mortgage finance as contemplated in Clause 16 below, and a deposit as per paragraph 4(ii) of the Schedule is payable, the said deposit shall be paid within **5 (five) days** to the Transferring Attorneys, from being requested to do so, and invested by the Transferring Attorney for the credit of the Purchaser to and held by the Seller's conveyancers in an interest-bearing trust account in accordance with the provisions of Section 86(4) of the Legal Practice Act 28 of 2014 (the "LPA").
- 4.2.1(ii) Interest on the deposit will accrue to the Purchaser. In accordance with Section 86(5) of the said Act, 5% of the interest accrued on the said investment shall be automatically deducted therefrom and paid to the Legal Practitioners Fidelity Fund established in accordance with the LPA. The deposit shall be paid to the Seller on transfer or when the Seller becomes entitled thereto in terms of this Agreement. The Seller's conveyancers will charge an administration fee of six percent of the net interest earned on the funds invested, which administration fee shall be exclusive of VAT and shall be paid to the conveyancers on the earlier of transfer or cancellation of this Agreement in Clause 15.
- 4.2.1(iii) The Purchaser hereby acknowledges that prior to the deposit in paragraph 4(ii) of the Schedule being invested, the Purchaser must comply with the Seller's conveyancers' requirements with regard to the Financial Intelligence Centre Act and furnish the Seller's conveyancers with copies of all information and documentation as may be requested for such purposes, failing which, interest on the deposit will not accrue to the Purchaser, but will accrue to the Legal Practitioners Fidelity Fund established in accordance with the said Act, and
- 4.2.2 the balance of the Purchase Price (where a deposit was paid) or the full Purchase Price in paragraph 4(iii) of the Schedule shall be paid into the trust account of the Seller's conveyancers within 7 (seven) days of request in writing form the Seller's conveyancers and be invested in terms of Clause 4.2.1 or, at the Purchaser's election, be secured by the furnishing to the Seller's conveyancers of bankers guarantees in a format reasonably acceptable to the Seller, within the same time period mentioned in this Clause, and
- 4.2.3 if the Purchaser requires mortgage finance as contemplated in Clause 15 below, the amount of the loan in paragraph 5(ii) of the Schedule, shall be secured by bankers guarantees issued by a registered South African Commercial Bank in a format reasonably acceptable to the Seller and delivered to the Seller's conveyancers within 30 (Thirty) days form the Signature Date of this Agreement.

- 4.3 The Purchaser confirms that this Agreement constitutes the Purchaser's written consent and instruction to the Transferring Attorney to invest any funds paid by the Purchaser in lieu of the Purchase Price into the Trust Account in terms of Section 86(4) of the Legal Practice Act, but further confirms that he is aware that the Transferring Attorney may require a separate authorisation to be signed by the Purchaser to invest the funds as such and undertake to furnish the Transferring Attorney on request with such authorisation together with such documentation under the Financial Intelligence Centre Act 38 of 2001 ("FICA") or other documentation as the Transferring Attorney may require. Interest earned on funds so invested will, subject to the provisions of Section 86(5)(b) of the Legal Practice Act, accrue to the Purchaser and be paid to him on the Transfer Date after deduction of the investment fee due to the Transferring Attorney.
- 4.4 All the monies payable by the Purchaser in terms of this Agreement which remains unpaid on the due date or should any guarantee due not be delivered timeously, the Purchaser shall be liable for and shall pay without demand by the Seller interest at the rate of 5% (five percent) per annum above the prime lending rate of The Standard Bank of South Africa from time to time and shall be calculated from the due date to the date of payment or the date of delivery of the guarantee, without prejudice to the Seller's rights in terms of Clause 15 below.
- 4.5 All payments to be effected hereunder shall be effected by the Purchaser to the Transferring Attorney without set-off or deduction and free of exchange.
- 4.6 The deposit/s, instalments and all other amounts payable by either party to the other in terms of this Agreement shall be payable free of all bank costs at that party's address or at such other place within the Republic of South Africa as that party may from time to time in writing direct.
- 4.7 Each payment made in terms of this Agreement and any interest earned on the deposit or other monies paid to the Seller's conveyancers in terms of this Agreement, shall be allocated first to any occupational interest and to estimated levy payable, secondly to all other costs and charges due by the Purchaser in terms hereof and thereafter in reduction of the Purchase Price. The Purchaser shall not however be entitled, when furnishing guarantees or making payment of any amounts due by the Purchaser in terms of this Agreement to set off any interest earned or which is to be earned against such amount due.

5. LEVIES AND RATES

- 5.1 With effect from the occupation date and irrespective of whether or not the Purchaser takes physical occupation of the Unit, the Purchaser shall pay to the Seller the occupational interest and the occupational levy monthly in advance on the first day of each month until transfer, subject to Clause 7.
- 5.2 After transfer, the Purchaser shall pay a levy to the Body Corporate as well as rates and taxes and other applicable municipal charges to the Local Authority.
- 5.3 The first occupational levy payment in Clause 5.1 shall include the amount in respect of the Body Corporate's obligation to repay the Seller amounts paid by the Seller, on behalf of the Body Corporate to Eskom and/or the local or relevant authority in respect of consumption deposits for the consumption of water and/or electricity, which amounts will be paid by the Purchaser and be determined pro rata to the total number of units in the Scheme.

6. TRANSFER AND BOND REGISTRATION AND COSTS OF TRANSFER AND OF BOND REGISTRATION

- 6.1 Transfer of the Property shall be passed by the Seller's conveyancers as soon as reasonably possible after the Completion Date, provided the Purchaser has complied in full with all his contractual obligations in terms of this Agreement. The Purchaser warrants that he shall on request of the Transferring Attorney, the Agent, financial Institution or bank furnish them within 7 days of their request with all documents of whatsoever nature which they may require, sign all documents, and generally, do whatever may be required by the Seller's conveyancers for purposes of effecting transfer and if applicable, registration of a mortgage bond over the Unit.
- 6.2 Provided the provisions of paragraph 5(ii) of the Schedule read with Clause 16 are applicable, the registration of the mortgage bond over the Property will be attended to by the Sellers conveyancer, and the Purchaser warrants that in this regard it shall on request of the appointed attorney furnish the said attorneys with all information and documents of whatsoever nature which may be required.
- 6.3 The Seller shall be liable for all costs, fees and disbursements incidental to:
- 6.3(i) the approval of the sectional plan of extension; and

6.3(ii) the transfer and bond registration costs.

6.4 Notwithstanding the provisions of Clause 6.3:

6.4(i) The Purchaser shall be responsible for the bond registration costs should the financial institution which approves the Purchaser's loan application (if applicable) on its own accord or at request of the Purchaser appoint an attorney other than the Transferring Attorneys to attend to the registration of the bond, and

6.4(ii) Should the Purchaser exercise its rights to nominate a third-party Purchaser in Clause 19, the Sellers conveyancers shall charge an additional fee equivalent to 20% of the applicable conveyancing tariff, for attending to the necessary work to implement the said instruction. Further, should the Purchaser deposit cash into Trust Account of the Seller's conveyancers, they shall be entitled to charge an administration fee of R3,000.00 (plus VAT) in respect of each such cash deposit, and

6.4(iii) Should services of any correspondence attorney be utilised to sign transfer and/or bond documents, the Purchaser shall be liable for all fees and disbursements incurred or to be incurred by the Transferring and the Bond Attorneys in this regard, and

6.4(iv) The Purchaser will be liable for the payment of the costs relating to the issue of the insurance certificate in respect of the Property, as well as the initiation fees and/or valuation fees levied by the financial institution who approves the loan application in the event that the same is not debited against the home loan account with the said institution on the Transfer Date.

7. OCCUPATION

7.1 Provided the Purchaser has:

7.1.1.1 paid the deposit in paragraph 4(ii) of the Schedule;

7.1.1.2 secured payment of the Purchase Price as per paragraph 4 of the Schedule;

7.1.2 paid the occupational interest and occupational levy, legal costs (where applicable) and any other amounts due by the Purchaser in terms of this Agreement; and

- 7.1.3 signed all documents as may be required by the Seller's conveyancers in respect of transfer; and
- 7.1.4 signed all documents that may be required for purposes of the registration of the mortgage bond, if applicable, including having signed any certificate of completion as may be required by the Purchaser's bankers for such purposes; occupation of the Unit shall be given to and taken by the Purchaser on the occupation date in Clause 7.2. Whilst the Seller will make every effort to ensure that the Unit is ready for occupation by the estimated occupation date, the Seller gives no warranties in this regard.
- 7.2 Occupation of the Unit shall be on the estimated occupation date, provided that the Seller shall be entitled, on the advice of the architect and on 30 days' notice to the Purchaser, to revise the estimated occupation date or the revised occupation date, as the case may be and the Purchaser will, subject to Clause 7.1, take occupation of the Unit on the said revised date of occupation.
- 7.3 The Purchaser shall have no claim whatsoever whether for damages, specific performance or otherwise against the Seller arising from the architect being unable to issue the certificate to occupy by the estimated occupation date or by any revised date, as the case may be.
- 7.4 The Purchaser will, on request by the Seller, and prior to the occupation date, sign any certificate of completion as may be required by the Purchaser's bankers for purposes of registration of the mortgage bond over the Unit, if applicable. The Seller hereby acknowledges that the signature by the Purchaser of the aforesaid certificate of completion does not, in any way, absolve the Seller from its obligations to rectify any defects or snags in the Unit as provided for in this Agreement.
- 7.5 In the event that the occupation date precedes transfer, the Purchaser shall from the occupation date pay the occupational interest and the occupational levy to the Seller subject to the issue by the local authority of an occupancy certificate in respect of the Unit. Should the occupation date be after transfer, the Seller shall pay the Purchaser the said occupational interest and the levy payable to the Body Corporate.
- 7.6 The Purchaser's obligation to pay the occupational interest and occupational levy in Clause 7.5 shall commence from the occupation date irrespective of whether or not the Purchaser is entitled to or takes physical occupation of the Unit in Clause 7.1. The Seller shall however not be obliged to pay occupational interest and occupational levy to the Purchaser in the event of the Purchaser not having complied with all of its material contractual obligations as set out in this Agreement.

- 7.7 It is recorded that the Purchaser is aware that, on the occupation date, the building, common property and other sections in the building or phases thereof may be incomplete and under construction and that the Purchaser must necessarily suffer inconvenience from building operations and from noise and dust resulting therefrom. The Purchaser shall not be entitled to cancel this Agreement nor have any claim whatsoever against the Seller by reason of any of the foregoing however the Seller or successors-in-title shall be obliged to take reasonable steps to control such noise and dust and to minimise the inconvenience to the Purchaser.
- 7.8 The Purchaser shall afford the Seller or its appointed contractors reasonable access to the Section to enable the Seller to attend to the items on the snag list and in order to remedy any defects in the Section. Should the Purchaser not provide such reasonable access within 14 days of request by the Seller and/or its contractors, the relevant defects shall be deemed to have been remedied by the Seller.
- 7.9 The Purchaser shall be entitled, within a period of 14 days from the occupation date, to prepare and deliver to the Seller a list of patent (visible) defects in respect of the Section ("snag list") which require rectification in the Section and the Seller shall expeditiously attend to the items on the said list and remedy such defects at its cost and do so to the satisfaction of the architect.
- 7.10 In the event of a dispute arising as to whether the patent defects were duly brought to the attention of the Seller or whether the remedying of the patent defects have been undertaken to the reasonable satisfaction of the Purchaser, the decision of the architect will be final and binding on the parties after both parties have been requested to submit written submissions.
- 7.11 Any patent defect arising within the period referred to above which may be regarded as a material or an urgent defect and which may cause damage to the Section or to the Scheme if not attended to immediately, will have to be reported in writing to the Seller immediately if detected during business hours. If it is detected outside of business hours, the Purchaser or his representative will take reasonable steps to limit any damage which may be caused by such defect until the Seller responds to the reported Defect.
- 7.12 Latent Defects (defects not visible at the Occupation Date) must be reported in writing to the Seller by the Purchaser or his representative within a period of 90 (ninety) days from the Occupation Date, after which the Seller or its contractors will remedy such defects at its costs within a period of 90 (ninety) days after receipt of such report.
- 7.13 In the event that the Purchaser fails to notify the Seller of the defects as outlined above, the Purchaser will have no claim of whatsoever nature against the Seller for the remedying of such latent Defects.

- 7.14 Furthermore, notwithstanding anything previously provided, the Seller will under no circumstances be responsible for damage and/or loss caused by wear and tear, misuse, neglect, negligence, abuse or accidental damages caused by the Purchaser, his representative or his tenant and/or in the event of the late reporting of any Defect causing further damage.
- 7.15 The Purchaser will accept transfer of the Property subject to all conditions and servitudes benefiting or burdening the Property, including such conditions and servitudes already in existence and all such conditions and servitudes as may be imposed by any competent authority or by the Seller. The Purchaser acknowledges having made himself fully acquainted with the Section, its nature, location and extent, the draft sketch plans attached hereto as Annexure "2", the building specifications attached hereto as Annexure "4".
- 7.16 The Purchaser will be furnished with a copy of the electrical compliance certificate as required in terms of the Occupational Health and Safety Act 85 of 1993, a copy of the certificate of occupancy and a copy of the NHBRC enrolment certificate pertaining to the Property.
- 7.17 Save as specifically set out in this Agreement, the Purchaser acknowledges that the Seller or the Agent has made no representations and given no warranties in respect of the Property, the Building or in respect of anything relating thereto other than as provided in this Clause 7.

8. PASSING OF RISK

All the benefit of and risk in and to the Unit shall pass to the Purchaser on the Transfer Date, from which date the Purchaser shall be liable for the payment of the Municipal Charges being: rates and taxes, imposts and other charges as may be levied by the local authority in respect of the Property with effect from the Transfer Date.

9. PURCHASER'S ACKNOWLEDGMENT

- 9.1 The Purchaser acknowledges that he is aware of and fully acquainted with the matters hereinafter set forth, namely that:
- 9.1.1 the Seller shall, after completion of its marketing campaign in respect of the second phase of the scheme, commence with the development and shall, as soon as possible after construction of the relevant building in that phase of the scheme, procure the approval of the sectional plan of extension and make application to the Registrar of Deeds for the registration of the sectional plan of extension in order to effect transfer;

- 9.1.2 the Unit shall be as reflected on the approved sectional plan of extension and the participation quota endorsed thereon as and when approved and subject to any modification or alterations which may be made thereto from time to time in accordance with the provisions of the Act or of any authority and subject to any conditions of the applicable zoning and all applicable conditions of title;
- 9.1.3 if the areas of the common property are found not to correspond to those set out in this Agreement, the Seller shall not be liable for any shortfall nor shall it be entitled to claim compensation for any surplus;
- 9.1.4 the management and conduct rules contained in the Management Act shall apply subject to those changes as have been approved by the Chief Ombud which the Seller deemed necessary for the proper management and control of the building and the scheme.
- 9.2 By his signature hereto the Purchaser irrevocably and in *rem suam* appoints the Seller as his/her agent and attorney to attend meetings of the Body Corporate at which the Purchaser is entitled to be present and then and there to vote, on behalf of the Purchaser on any matter as may be necessary pertaining to the amendment of the rules or the adoption of any rules provided that the developer shall only exercise this right in circumstances where the Purchaser is not physically present or represented by a duly authorised proxy at such meetings.

10. WARRANTIES

- 10.1 The Seller warrants that:
- 10.1.1 for a period of 3 months from the occupation date, the Seller will expeditiously remedy any patent or latent defects which appear in the Section and which are due to faulty materials and/or improper workmanship provided that the Purchaser notifies the Seller, in writing of such defects within the said 3-month period;
- 10.1.2 for a period of 5 years after the occupation date the Seller will expeditiously remedy any defects in the structure of the Section and which are due to faulty materials and/or improper workmanship provided that the Purchaser notifies the Seller, in writing, of such structural defects, within the said 5-year period.
- 10.2 The Purchaser records and accepts that prior to his signature of this Agreement he was given ample opportunity to peruse and carefully consider all relevant details pertaining to the land, the nature and extent of the scheme, the architectural details, entrances and exits and the like, the plans of the building as well as the plans, specification and Schedule of finishes of the Section as annexed hereto. Accordingly, other than for the specific

warranties in Clause 10.1, the Unit is sold voetstoots. The Purchaser acknowledges that the Unit will, on transfer, be of an adequate quality and standard and be fit for the purpose for which it was purchased. The Seller shall, other than the warranties in Clause 10.1 read with Clauses 10.3 and 10.4, have no further or other liabilities in respect of any defects which appear in the Section, whether patent or latent.

- 10.3 The Purchaser shall afford the Seller or its appointed contractors reasonable access to the Section to enable the Seller to attend to the items on the snag list in Clause 10.4 and in order to remedy any defects in the Section. Should the Purchaser not provide such reasonable access within 14 days of request by the Seller and/or its contractors, the relevant defects shall be deemed to have been remedied by the Seller.
- 10.4 The Purchaser shall be entitled, within a period of 14 days from the occupation date, to prepare and deliver to the Seller a list of patent (visible) defects in respect of the Section (“snag list”) which require rectification in the Section and the Seller shall expeditiously attend to the items on the said list and remedy such defects at its cost and do so to the satisfaction of the architect.
- 10.5 In the event of a dispute arising as to whether the patent defects were duly brought to the attention of the Seller or whether the remedying of the patent defects have been undertaken to the reasonable satisfaction of the Purchaser, the decision of the architect will be final and binding on the parties after both parties have been requested to submit written submissions.
- 10.6 Any patent defect arising within the period referred to above which may be regarded as a material or an urgent defect and which may cause damage to the Section or to the Scheme if not attended to immediately, will have to be reported in writing to the Seller immediately if detected during business hours. If it is detected outside of business hours, the Purchaser or his representative will take reasonable steps to limit any damage which may be caused by such defect until the Seller responds to the reported Defect.
- 10.7 Latent Defects (defects not visible at the occupation date) must be reported in writing to the Seller by the Purchaser or his representative within a period of 90 (ninety) days from the Occupation Date, after which the Seller or its contractors will remedy such defects at its costs within a period of 90 (ninety) days after receipt of such report.
- 10.8 In the event that the Purchaser fails to notify the Seller of the defects as outlined above, the Purchaser will have no claim of whatsoever nature against the Seller for the remedying of such latent Defects.

- 10.9 Furthermore, notwithstanding anything previously provided, the Seller will under no circumstances be responsible for damage and/or loss caused by wear and tear, misuse, neglect, negligence, abuse or accidental damages caused by the Purchaser, his representative or his tenant and/or in the event of the late reporting of any Defect causing further damage.
- 10.10 The Purchaser will accept transfer of the Property subject to all conditions and servitudes benefiting or burdening the Property, including such conditions and servitudes already in existence and all such conditions and servitudes as may be imposed by any competent authority or by the Seller. The Purchaser acknowledges having made himself fully acquainted with the Section, its nature, location and extent, the draft sketch plans attached hereto as Annexure "2", the building specifications attached hereto as Annexure "4".
- 10.11 The Purchaser will be furnished with a copy of the electrical compliance certificate as required in terms of the Occupational Health and Safety Act 85 of 1993, a copy of the certificate of occupancy and a copy of the NHBRC enrolment certificate pertaining to the Property.
- 10.12 Save as specifically set out in this Agreement, the Purchaser acknowledges that the Seller or the Agent has made no representations and given no warranties in respect of the Property, the building or in respect of anything relating thereto other than as provided in this Clause.

11. TERMS APPLICABLE PENDING TRANSFER

- 11.1 The Purchaser shall, after the occupation date and prior to transfer:
- 11.1.1 save with the prior written consent of the Seller, not be entitled to make any alterations or additions to the Section;
- 11.1.2 maintain the Section in a fit and proper condition, and keep it neatly and properly painted and glazed, and from time to time replace, as may be necessary, all the interior fittings, electrical and service installations of the Section, and keep the walls, floors and ceilings of the Section in proper repair, and generally undertake all such maintenance and repairs not envisaged in Clause 10;
- 11.1.3 not be entitled to divide the Section;

- 11.1.4 be liable for all electricity, water or gas (if applicable) consumed in the Section and to the extent that such services are separately metered;
- 11.1.5 be liable for and pay the occupational interest and occupational levy to the Seller;
- 11.1.6 not use the Section or the common property in such manner as to cause any damage thereto or to the other sections in the building, nor store or permit the storage therein of any inflammable materials which may vitiate any policy of insurance;
- 11.1.7 be entitled to use the Section as a residential dwelling Unit and in terms of the permitted zoning;
- 11.1.8 permit the Seller either personally, or through the Seller's servants or agents, to have access to the Section at all reasonable times and on reasonable notice to the Purchaser, for the purpose of inspecting it or to carry out maintenance or repairs which the Seller may in terms hereof be obliged or entitled to perform, whether such repairs relate to the Section or not, and the Purchaser shall have no claim against the Seller for any disturbance in his occupation arising out of the exercise by the Seller of the rights hereby conferred;
- 11.1.9 not use and enjoy the common property in such manner so as to interfere with the use and enjoyment thereof by other occupiers of sections or Purchasers thereof or other persons lawfully upon the property and shall comply with any rules which the Seller in its discretion may make in regard thereto;
- 11.1.10 not use the Section or permit it to be used in such manner or for such purposes as shall cause a nuisance to any other person or interfere with the amenities of the property or so as to breach any law, ordinance or by-laws or any town planning scheme in force in relation to the land;
- 11.1.11 ensure that the Purchaser's family, employees or invitees comply with the obligations aforesaid;
- 11.2 The Seller shall, after the occupation date and prior to transfer:
 - 11.2.1 insure the buildings for their replacement value, maintain the buildings and the common property and keep that in a state of good and serviceable repair;
 - 11.2.2 keep, in a state of good and serviceable repair and maintain, the plant, machinery, fixtures and fittings used in connection with the common property;

- 11.2.3 maintain and repair all pipes, wires, cables and ducts existing on the land or in the building and capable of being used in connection with the enjoyment of more than one section or of the common property, provided however that notwithstanding anything to the contrary herein contained, the Seller shall be entitled to effect any repairs to the building (including the Section) and/or the land even though the Seller is not obliged to effect such repairs in terms of this Agreement;
- 11.3 Notwithstanding anything to the contrary contained in this Agreement, in the event of the Seller not effecting transfer by reason of either destruction of the building or expropriation of the land or in the event of destruction of the Section to the extent that the Purchaser is deprived or likely to be deprived of beneficial occupation thereof for a period of 6 months or longer, the Seller shall thereupon be entitled within 21 days of the relevant event to resile from this Agreement, and upon the Seller so doing, the Seller shall refund to the Purchaser, that amount which it would have been obliged to refund in terms of Clause 13.5 below. Within fourteen days of such refund having been made, the Purchaser shall vacate the Section, unless he/she has already vacated or been deprived of possession thereof and save as aforesaid shall have no further claim against the Seller. If there is any dispute as to the likely period for which the Purchaser will be deprived of beneficial occupation of the Section, such dispute shall be referred to the architect whose decision shall be final and binding and who shall act as an expert and not as an arbitrator.
- 11.4 If the Seller does not elect to resile from this Agreement in terms of 11.3 then the Seller shall:
- 11.4.1 apply the whole of the monies received by it from the proceeds of any applicable insurance policy to the repair or replacement of the buildings including the Section; and
- 11.4.2 if the buildings are replaced by new buildings, such new buildings shall be erected substantially in accordance with the plans for the existing buildings and the Purchaser shall accept a Section most nearly comparable to the Section to which he was entitled in the existing building, and the provisions of this Agreement shall continue to apply *mutatis mutandis* to such new Section and to his occupation thereof in the re-erected building. In the event of any dispute as to the new accommodation which the Purchaser is entitled and obliged to receive in pursuance of this Clause, the decision of the Seller's architect acting as an expert shall be binding;
- 11.4.3 not be liable to the Purchaser for any claims whatsoever relating to any deprivation of Section, displacement or inconvenience which may be caused during the replacement of the new buildings.

- 11.5 The Purchaser shall, after transfer:
- 11.5.1 be liable for all electricity and other services provided to and consumed in respect of the Section;
 - 11.5.2 be liable for the payment of the levy to the Body Corporate;
 - 11.5.3 pay refuse disposal, basic sewer charges and rates to the Local Authority in respect of the Unit;
 - 11.5.4 not use the Section or the common property in such manner as to cause any damage thereto or to the other sections in the building, nor store or permit the storage therein of any inflammable materials which may vitiate any policy of insurance;
 - 11.5.5 be entitled to use the Section as a residential dwelling Unit and in terms of the permitted zoning;
 - 11.5.6 permit the Seller either personally, or through the Seller's servants or agents, to have access to the Section at all reasonable times on reasonable notice to the Purchaser for the purpose of inspecting it or to carry out maintenance or repairs which the Seller may in terms hereof be obliged or entitled to perform, whether such repairs relate to the Section or not, and the Purchaser shall have no claim against the Seller for any disturbance in his/her occupation arising out of the exercise by the Seller of the rights hereby conferred;
 - 11.5.7 use and enjoy the common property, including any exclusive use areas, in such manner so as not to interfere with the use and enjoyment thereof by other owners of Units or Purchasers thereof or other persons lawfully upon the property and shall comply with any rules which the Seller in its reasonable discretion may make in regard thereto;
 - 11.5.8 not use the Section or permit it to be used in such manner or for such purposes as shall cause a nuisance to any other person or interfere with the amenities of the property or so as to breach any law, ordinance or by-laws or any town planning scheme in force in relation to the land;
 - 11.5.9 ensure that the Purchaser's family, employees or invitees comply with the obligations aforesaid;

12. TERMS APPLICABLE BETWEEN REGISTRATION OF THE SECTIONAL PLAN OF EXTENSION AND TRANSFER

12.1 It is recorded that the Seller intends effecting transfer simultaneously with the registration of the sectional plan of extension. In the event that transfer cannot occur simultaneously with the registration of the said plan then from the occupation date but after the registration of the sectional plan of extension up until transfer, the following provisions shall apply:

12.1.1 the Purchaser shall comply with all rules as if the Purchaser were the registered owner of the Unit;

12.1.2 the terms and conditions of Clause 11 shall continue to apply as between the Purchaser and the Seller, *mutatis mutandis*;

12.1.3 the Seller shall be entitled to exercise all the rights and enjoy the capacity which it would have in a Body Corporate which comes into existence in terms of the Act in respect of the land and the buildings;

12.1.4 the Purchaser shall pay the levies to the Body Corporate;

12.1.5 the Purchaser shall pay the Seller the occupational interest to the Seller.

13. TRANSFER AND REGISTRATION OF THE SECTIONAL PLAN OF EXTENSION

13.1 Subject to the purchase price, occupational interest, occupational levy or the Body Corporate levy as applicable and all other amounts, having been paid or secured to the Seller's satisfaction, the Seller shall give the Purchaser transfer.

13.2 The Purchaser acknowledges that it will only be possible for the Seller to give transfer after the approval by the Surveyor General of the sectional plan of extension and simultaneously with the registration of the aforesaid plan and the Unit being released from the operation of any existing mortgage bond as may be registered whether over the land.

13.3 The Seller shall use its best endeavours to procure the registration of the sectional plan of extension without delay in order that transfer can be effected.

13.4 The Purchaser shall not, subject to Clause 13.5, have any claim whatsoever against the Seller or be relieved of any of the Purchaser's obligations in terms of this Agreement or be entitled to

any remission or rebate of any charges payable by the Purchaser hereunder in the event of any delay in the registration of the sectional plan of extension for whatever reason.

13.5 If, as a result of any act or omission by the Seller, the sectional plan of extension is not registered within one year of the occupation date or such further period as may be agreed in writing between the parties then either party shall, on written notice to the other be entitled to elect that:

13.5.1 this sale shall terminate on written notice by either party to the other;

13.5.2 the Seller refund the Purchaser the amount of the deposit in paragraph 4(ii) of the Schedule and interest earned thereon as well as the balance of the purchase price paid in terms of paragraph 4(iii) of the Schedule and return to the Purchaser any bankers or other guarantees which may have been furnished by the Purchaser pursuant to this Agreement;

13.5.3 save as herein provided, neither of the parties shall in such event have any further claim whatsoever and whether for damages or specific performance, against the other under this Agreement, nor shall the Purchaser be entitled to claim or allege any right of occupation or tenancy of the Section under this Agreement and shall vacate the same forthwith and until he/she so vacates all amounts set out in paragraphs 6(ii) and 6(iii) of the Schedule shall be payable as provided for herein;

13.6 The Purchaser shall accept transfer of the Unit subject to:

13.6.1 all provisions of the Act and subject to such further registerable conditions as may be imposed whether by the Local Authority or the developer in terms of Section 11 of the Act;

13.6.2 such servitudes as may be applicable to the land and/or the building;

13.6.3 such conditions, reservations and servitudes contained or referred to in the title deed relating to the land and to any condition imposed by the Municipality; and

13.6.4 the rules;

13.6.5 the registration, in favour of the Seller, of a real right to develop the scheme in phases.

- 13.7 If the measurements of the Section as stipulated herein differ from those contained in the sectional plan of extension eventually registered by the Registrar of Deeds, by not more than 5%, the Purchaser shall accept transfer of the Unit as set out in the registered sectional plan of extension, in satisfaction of the obligations of the Seller in terms of this Agreement. In the event that the measurement of the Section as stipulated herein differs from that reflected on the sectional plan of extension approved by the Surveyor General by more than 5%, the purchase price shall automatically be increased by an amount calculated by multiplying the excess over the abovementioned 5% by a rate per square metre determined by dividing the purchase price in paragraph 4(i) of the Schedule by the area of the Section in paragraph 3 of the Schedule provided that either party may cancel this Agreement on written notice to the other, should the area of the Section reflected on the approved sectional plan of extension differ by more than 15% from the area of the Section in paragraph 3 of the Schedule.
- 13.8 The area and dimensions of the Section as reflected in paragraph 3 of the Schedule is approximate. The Seller shall make all reasonable efforts to ensure that the Section is completed substantially in accordance herewith. The precise location and boundaries of the Section shall be as reflected on the approved sectional plan of extension.
- 13.9 In the event that the purchase price of the Unit is increased as provided for in Clause 13.7, the Purchaser shall, within 10 days of the conveyancer's request, either pay the said amount to the conveyancers to be held by them in accordance with this Agreement or, alternatively, secure payment of the aforesaid amount by the furnishing of bankers guarantees to the said conveyancers in a format acceptable to the conveyancers and expressed to be payable on transfer of the Unit to the Purchaser.

14. APPOINTMENT OF MANAGER

The Seller has procured the appointment by the Body Corporate in terms of the rules of a professional manager in respect of the scheme.

15. DEFAULT

- 15.1 If the Purchaser fails to pay on due date any instalment or other moneys which the Purchaser may in terms hereof (provided that no notice need be given if the breach is the non-payment of the deposit in paragraph 6 of the Schedule) or commits any other breach of any of the terms and conditions of this Agreement, the Seller shall be entitled without prejudice to any other remedies that it may have at law, if the Purchaser fails to remedy such breach, default or non-payment within 7 days of despatch of written notice per email, telefax or delivery thereof by hand calling upon the Purchaser so to do:

- 15.1.1 to cancel this Agreement, retake possession of the Unit and:
- 15.1.1.1 claim all damages suffered by reason of the Purchaser's breach of this Agreement, in which event, pending the determination of such damages, the Seller shall be entitled to retain in pledge, as security for the due payment by the Purchaser of such damages, all amounts paid by the Purchaser in terms of this Agreement, and immediately the Seller's claim for damages shall have been established, there shall be set off and credited against such damages the aforesaid amounts retained by the Seller, provided that should such retained amounts exceed the damages so due to the Seller, the Seller shall refund the excess to the Purchaser, but, that should the said damages exceed the said amounts retained, the Purchaser shall be obliged to pay the amount of the shortfall to the Seller on demand; or
- 15.1.1.2 retain all payments already made by the Purchaser in terms of this Agreement, all amounts paid by the Purchaser into trust with the Seller's conveyancers and all interest earned thereon, as an agreed penalty or as agreed pre-liquidated damages; or
- 15.1.2 to claim specific performance and immediate payment of any amounts then owing on the Purchase Price of the Unit, all interest due and any other amounts payable by the Purchaser in terms of this Agreement against tender of performance by the Seller as provided for in this Agreement.
- 15.2 In the event that this Agreement is cancelled and to the extent that the Purchaser may be in occupation of the Unit, the Purchaser and all persons claiming occupation through the Purchaser shall forthwith vacate the Unit and deliver it back to the Seller. No lease or other right of occupation in favour of the Purchaser or any other party shall be created or come into existence by virtue of this Agreement.
- 15.3 If the Purchaser disputes the Seller's right to cancel this Agreement, then pending the determination of such dispute, the Purchaser shall be obliged to continue to pay all amounts payable by him in terms of this Agreement on the due dates thereof and the Seller shall be entitled to accept such payments without prejudice to its rights of cancellation as aforesaid. If such dispute is decided in favour of the Seller then such amounts so received by the Seller after cancellation as aforesaid shall be deemed to have been paid to the Seller prior to cancellation.
- 15.4 Should this Agreement be cancelled in terms of Clause 15 the Purchaser shall not be entitled to claim or receive any compensation whatsoever from the Seller for any alterations, additions or improvements effected to or on the Section save only as otherwise provided by law.

16. MORTGAGE FINANCE (THIS CLAUSE APPLIES ONLY IF PARAGRAPH 5 OF THE SCHEDULE HAS BEEN COMPLETED)

- 16.1 If this Agreement is subject to the suspensive condition that the Purchaser obtains a loan, such loan must be secured by the registration of a mortgage bond over the Property or over another property registered in the name of the Purchaser from a recognised bank or other financial institution for the Purchase Price, or such other amount as may be acceptable to the Purchaser, within a period of 30 (thirty) days from the Signature Date; provided, however, that the said 30 day period may be extended with a further 21 day period if the loan is not approved within the first mentioned 30 day period. In the event of such loan not being granted within the periods prescribed herein, this Agreement shall automatically lapse in which event neither party shall have any claim of whatsoever nature against the other, save for the Purchaser who shall be entitled to a refund of all amounts as contemplated in Clause 24 below. The date on which a quotation in terms of Section 92 of the National Credit Act 34 of 2005 is issued will constitute the date of fulfilment of this suspensive condition, irrespective of the conditions contained therein.
- 16.2 The Purchaser undertakes to use its best endeavours to procure the fulfilment of the suspensive condition in 16.1 and shall co-operate with the Bond Originator and provide all information and sign all documentation reasonably required by them and/or the relevant financial institution for this purpose. The Purchaser warrants that he has sufficient income to procure a loan in the amount in paragraph 5(ii) of the Schedule.
- 16.3 The Purchaser shall be entitled, on written notice to the Seller, or to the Bond Originator, to accept an approval in principle of a loan in an amount less than the amount in paragraph 5(ii) of the Schedule, provided the Purchaser does so before the end of the period in Clause 16.1 as may be extended. The Purchaser shall, within 7 days of such written notice, furnish the Seller's conveyancers with banker's guarantees, in a format acceptable to the Seller in respect of the difference between the loan amount in paragraph 5 of the Schedule and the lower loan amount as accepted by the Purchaser.
- 16.4 Subject to Clause 16.5 below, the Purchaser is not allowed to apply for the loan contemplated in Clause 16.1 above other than through the Bond Originator.
- 16.5 Should the Agent consent to the Purchaser applying on his own or through originators or his personal banker for the abovementioned loan, the Purchaser shall effect payment of an amount of R10 000,00 (Ten Thousand Rand) inclusive of VAT to the Transferring Attorney prior to the Transfer Date, which amount will be paid by the Transferring Attorney to the Bond Originator on the Transfer Date. The Agent shall advise the Transferring Attorney and Purchaser accordingly and the Purchaser shall effect payment to the Trust Account.

16.6 The Purchaser hereby authorises the Bond Originator to lodge the abovementioned loan application on his behalf and to sign on his behalf all such documentation as may be required by the bank or other financial institution.

17. JOINT AND SEVERAL LIABILITY

Should this Agreement be signed by more than one person as Purchaser, the obligation of all such signatories shall be joint and several.

18. SURETYSHIP

Should the Purchaser be a company, close corporation or trust or should the Purchaser have nominated a company, close corporation or trust as Purchaser in terms of 19, the signatory to this Agreement warrants that he/she is duly authorised to enter into this Agreement on behalf of the company, close corporation or trust and hereby binds himself/herself as surety and co-principal debtor in favour of the Seller for all the obligations of the Purchaser in terms of this Agreement (including any amounts which may become owing arising out of any breach of this Agreement) and renounces the benefits of excussion, division, cession of action and *de duobus vel pluribus reis debendi* the meaning and full force and effects of such benefits the signatory/surety acknowledges he/she knows and understands.

19. NOMINATION CLAUSE (IN TERMS OF SECTION 5(2)(A) OF THE TRANSFER DUTY ACT)

19.1 This Agreement is subject to the resolute condition that the Purchaser may nominate a third-party Purchaser ("the nominated Purchaser") under this Agreement as follows:

19.1.1 the nominated Purchaser need not be in existence at the time this Agreement is signed but must be in existence at the time of the nomination;

19.1.2 both the nomination and the nominated Purchaser's acceptance of the nomination must be in writing and must be delivered to the Seller within 30 days from date of signature of this Agreement, failing which the right to nominate will lapse and the original Purchaser will remain bound as Purchaser under this Agreement;

19.1.3 if a nomination and an acceptance are duly delivered as set out above, the sale to the original Purchaser will automatically fall away and be dissolved and the property will completely revert to the Seller and the Purchaser will automatically relinquish all rights

on such delivery and a new sale to the nominated Purchaser on the same terms and conditions will automatically simultaneously come into existence provided that:

- 19.1.3.1 reference to the date of this Agreement will then refer the date of the acceptance of the nomination in 19.1.3;
- 19.1.3.2 the deposit, if any, paid by the original Purchaser will be refundable by the Seller to the original Purchaser on payment by the nominated Purchaser of the new deposit, provided that the nominated Purchaser may on written notice to the Seller's conveyancers, pay the new deposit plus interest earned on the deposit, to the original Purchaser in discharge both of the nominated Purchaser's liability to pay the new deposit and accrued interest to the Seller and the Seller's liability to refund the old deposit and accrued interest to the original Purchaser;
- 19.1.3.3 there shall be no consideration whatsoever payable by the nominated Purchaser to the Purchaser or to the Seller arising out of the cancellation of this sale and the coming into existence of the new sale pursuant to this clause and the Purchaser will not receive any consideration arising from such cancellation and dissolution.
- 19.1.4 the original Purchaser's rights to nominate a third party as Purchaser is conditional on the original Purchaser not being in breach of any obligation under this Agreement.
- 19.2 The original Purchaser acknowledges that an IT3(b) tax certificate will be issued by the Seller's conveyancers bankers in respect of all interest earned by the Purchaser for the period funds were invested up to and including the date the Seller's conveyancers close the aforesaid trust investment and establish the necessary trust investment in the name of the nominated Purchaser as provided for in. The original Purchaser will automatically be bound as surety and co-principal debtor for the nominated Purchaser's obligations to the Seller arising out of this sale (including any amounts which may become owing arising out of any breach of this Agreement) and renounces the benefits of excussion, division, cession of action and *de duobus vel pluribus reis debendi* the meaning and full force and effects of such benefits the original Purchaser acknowledges he/she knows and understands

20. SALE PRIOR TO TRANSFER

- 20.1 The Purchaser acknowledges that given the nature and complexity of the scheme, he shall not be entitled to sell the Unit prior to transfer, save with the prior written consent of the Seller which shall not be unreasonably withheld.

20.2 The Seller in giving written consent in 20.1 may permit simultaneous transfer to the Purchaser's third-party Purchaser but only provided such simultaneous transfer in no way delays transfer and provided that the Seller is satisfied that the Purchaser has made it clear to the third-party Purchaser that there is no contractual nexus or relationship between the Seller and the third-party Purchaser. Transfer of the Unit to a third-party Purchaser shall be attended to simultaneously with the transfer of the Unit from the Seller to the Purchaser and by the Seller's conveyancers.

20.3 The Purchaser hereby acknowledges and accepts that the sale and transfer of the Unit to a third-party Purchaser shall not, in any manner whatsoever, absolve the Purchaser from its obligations set out in this Agreement.

21. OPTIONAL EXTRAS AND FINISHES SELECTIONS

21.1 The Purchaser shall, within 10 days of written notification by the Seller, be entitled to select optional extras and/or make finish variations in accordance with the Specification and Schedule of Finishes.

21.2 Should the Purchaser not, within 14 days of written notification in Clause 21.1, select any optional extras or make a particular finishes selection, the architect shall on the Purchaser's behalf make the finishes selection which shall be final and binding on the Purchaser.

21.3 Any selection by the Purchaser of optional extras or particular finishes in Clause 21.2 shall be in writing.

21.4 In the event of the Seller being unable to source and install any particular optional extras, finishes or materials, the architect shall be entitled to specify or select alternative optional extras, finishes or materials, provided those are substantially of the same standard and appearance.

21.5 Should a particular optional extra or finish selection in Clause 21.2 be at an additional cost as provided for on the specification and Schedule of finishes as agreed in Clause 21.3, the purchase price shall be deemed to have been automatically increased by the amount of such additional cost. The increased purchase price shall be payable by the Purchaser, within 10 days of the finish selection in 21.2, to the Seller's conveyancers and be held by them in trust as provided for in Clause 4.2 and be payable to the Seller on transfer.

22. ARBITRATION

22.1 Save in respect of urgent relief, whether of an interim or final nature, any difference or dispute arising out of this Agreement including (but without limiting the generality of the foregoing):

- 22.1.1 the interpretation thereof;
- 22.1.2 the rectification thereof;
- 22.1.3 the effect thereof;
- 22.1.4 the parties' respective rights or obligations thereunder;
- 22.1.5 a breach thereof;
- 22.1.6 the termination thereof;
- 22.1.7 and/or any matter arising out of the termination thereof;

shall be subjected to and decided by arbitration in the manner set out in this Clause.

22.2 The arbitrator shall be a practising counsel at the Johannesburg Bar agreed to by the parties and failing Agreement, be appointed by the senior director of the Seller's conveyancers.

22.3 The arbitration referred to in 22.1 shall be held in accordance with the expedited rules of the Arbitration Foundation of Southern Africa or its successor in office or title.

22.4 This Clause 22 shall constitute the irrevocable consent of the parties hereto to the arbitration proceedings in terms hereof, and neither party shall be entitled to withdraw therefrom or to claim at any such arbitration proceedings that it is not bound by this paragraph.

23. RESOLUTIVE CONDITION

23.1 The Purchaser acknowledges that the viability of the Seller undertaking the development, is dependent on, *inter alia*, the response by the public to the marketing campaign to be conducted by the Seller in respect thereof and the level of sales achieved. Accordingly, the Seller shall be

entitled, should it in its sole and absolute discretion, determine that the scheme, or a phase thereof, is not viable and on written notice to the Purchaser, resale from this Agreement.

23.2 The Seller shall be entitled to exercise its rights in 23.1 during the period from signature of the Agreement up to and including 1 May 2022, whereafter the Seller's rights shall lapse.

23.3 In the event of the Seller exercising its rights in Clause 23.2 timeously, this Agreement shall resolve and shall no longer be of any force or effect and the deposit together with all interest thereon shall be refunded to the Purchaser.

24. AGENT'S COMMISSION

24.1 The Purchaser warrants that he was introduced to the Unit and to the Seller by the Agent and that no other property broker or estate agent was the effective cause of this sale.

24.2 Agent's commission shall be payable by the Seller to the Agent in accordance with a mandate Agreement as concluded between the said parties.

25. MISCELLANEOUS MATTERS

25.1 ADDRESSES AND NOTICES

25.1.1 For the purposes of this Agreement, including the giving of notices and the serving of legal process, the parties choose domicile *citandi et executandi* ("domicilium") at the addresses set out in the Schedule.

25.1.2 A party may at any time change that party's domicile by notice in writing to each of the other parties, provided that the new domicile is in the Republic of South Africa and consists of, or includes, a physical address at which process can be serviced, such new address being effective on receipt by the addressee of such written notice.

25.1.3 Any notice given in connection with this Agreement shall:

25.1.3.1 be delivered by hand; or

25.1.3.2 be sent by email (if the domicile includes an email address);

to the *domicilium* chosen by the party concerned.

25.1.4 A notice given as set out above shall be deemed to have been duly given:

25.1.4.1 if delivered, on the date of delivery;

25.1.4.2 if sent by email, on the date the email is transmitted provided if the date is a Saturday, Sunday or Public Holiday, the email will be deemed to have been delivered on the first business day thereafter.

25.2 ENTIRE CONTRACT

This Agreement constitutes the entire contract between the parties with regard to the matters dealt with in this Agreement and no representations, terms, conditions or warranties not contained in this Agreement shall be binding on the parties.

25.3 VARIATION AND CANCELLATION

No Agreement varying, adding to, deleting from or cancelling this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.

Signed at _____ on _____ 2022.

As Witness

1. _____ Purchaser/s

2. _____ spouse (assisting Purchaser as far as needs be if married in community of property or if married other than by South African marriage where the husband was not domiciled in South Africa on the date of marriage)

Signed at _____ on _____ 2022.

As Witness

1. _____ Seller

2. _____

4 ON ANN

Ground Floor Type B

Total sectional area - 53m²

Garden - 36m²

Total - 89m²

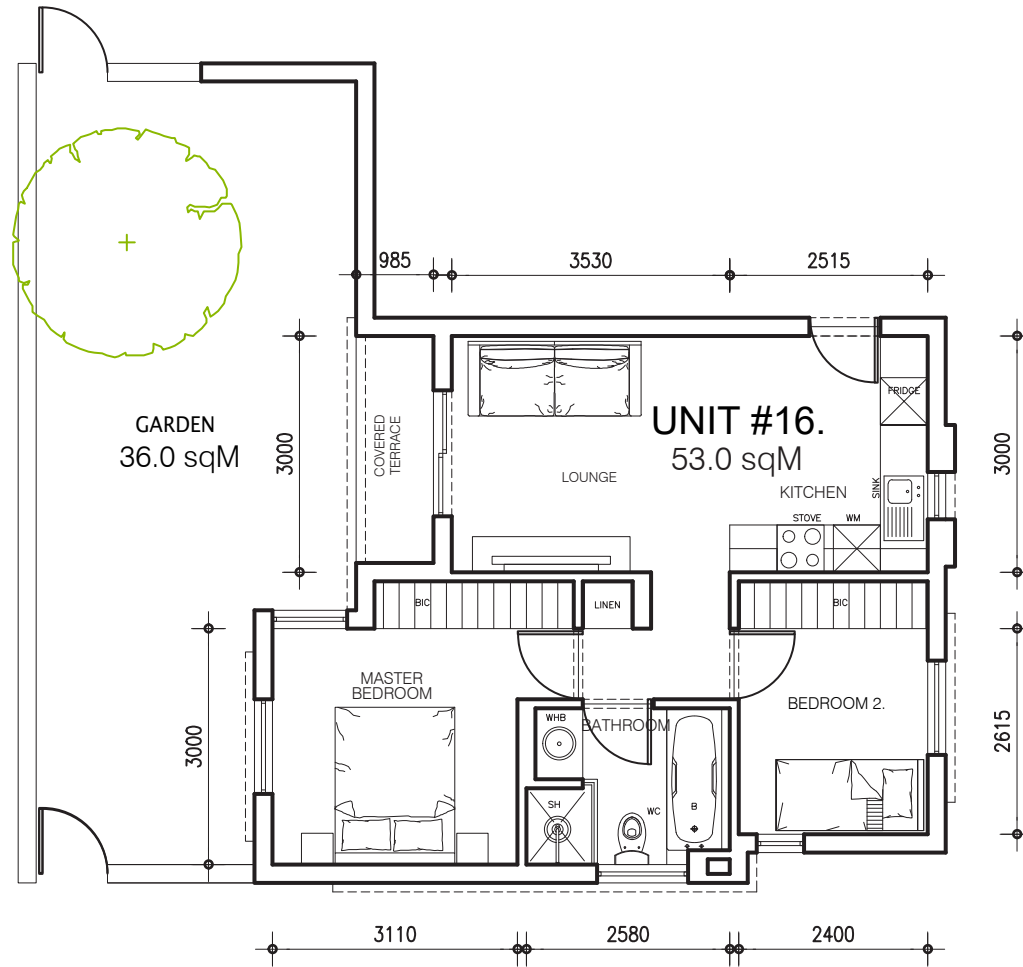


Unit number

16

R1,795,000.00

including VAT



4 ON ANN

Ground Floor Type A

Total sectional area - 53m²

Garden - 46m²

Total - 99m²

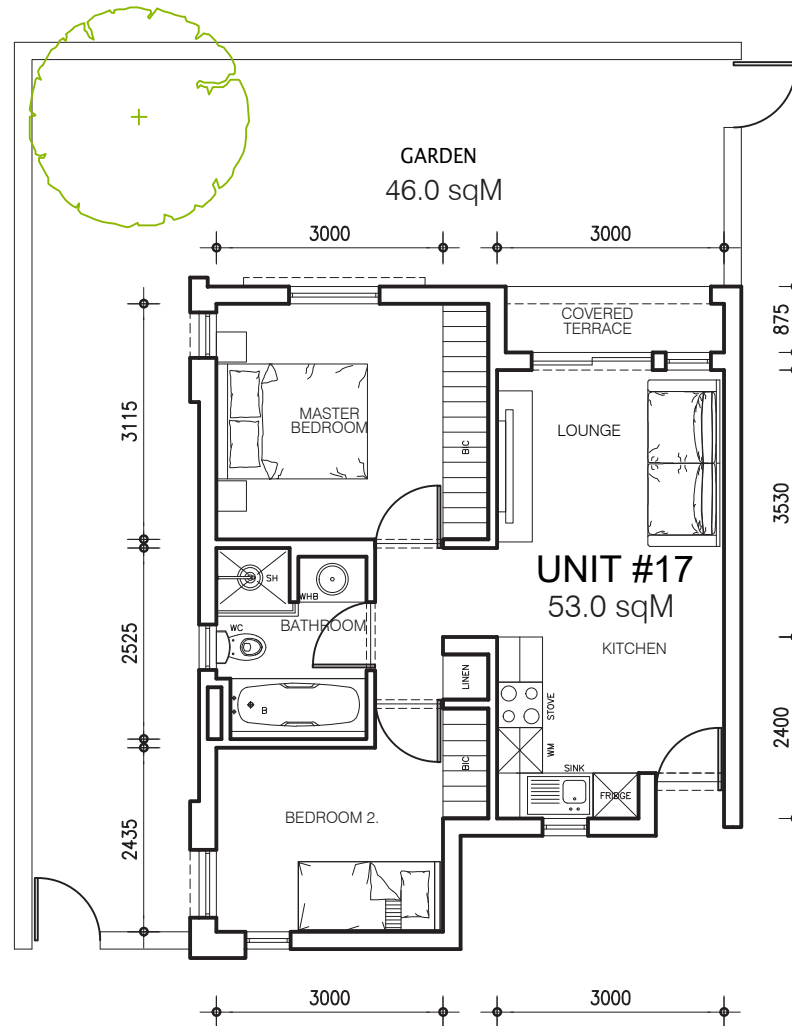


Unit number

17

R1,855,000.00

including VAT



4 ON ANN

Ground Floor

Type C

Total sectional area - 53m²

Garden - 20m²

Total - 73m²

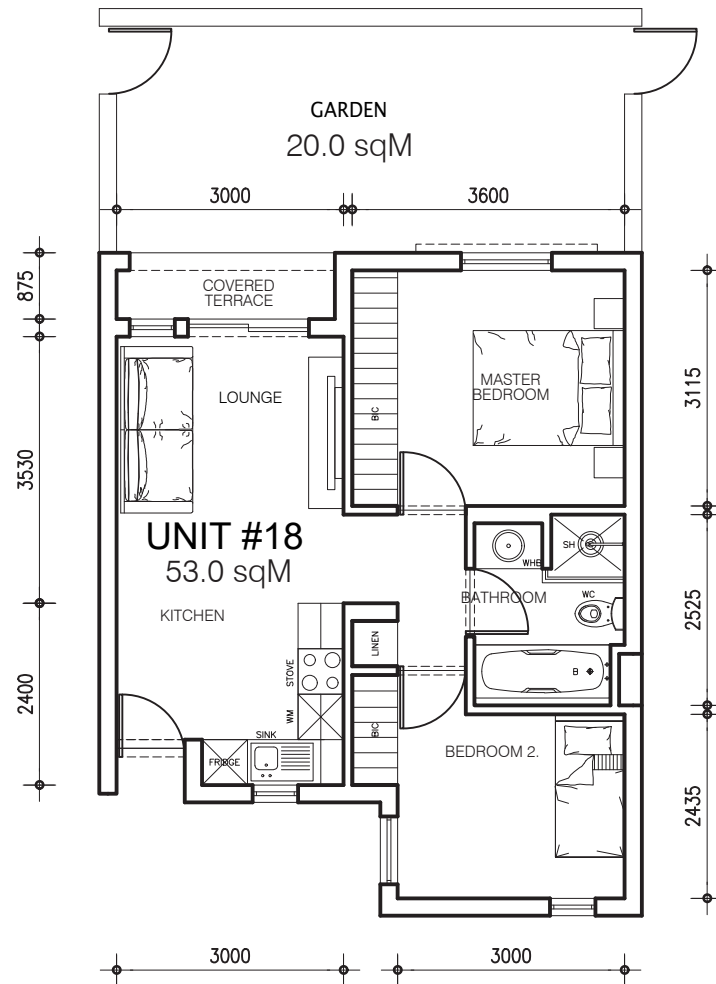


Unit number

18

R1,699,000.00

including VAT



4 ON ANN

Ground Floor

Type C

Total sectional area - 53m²

Garden - 20m²

Total - 73m²

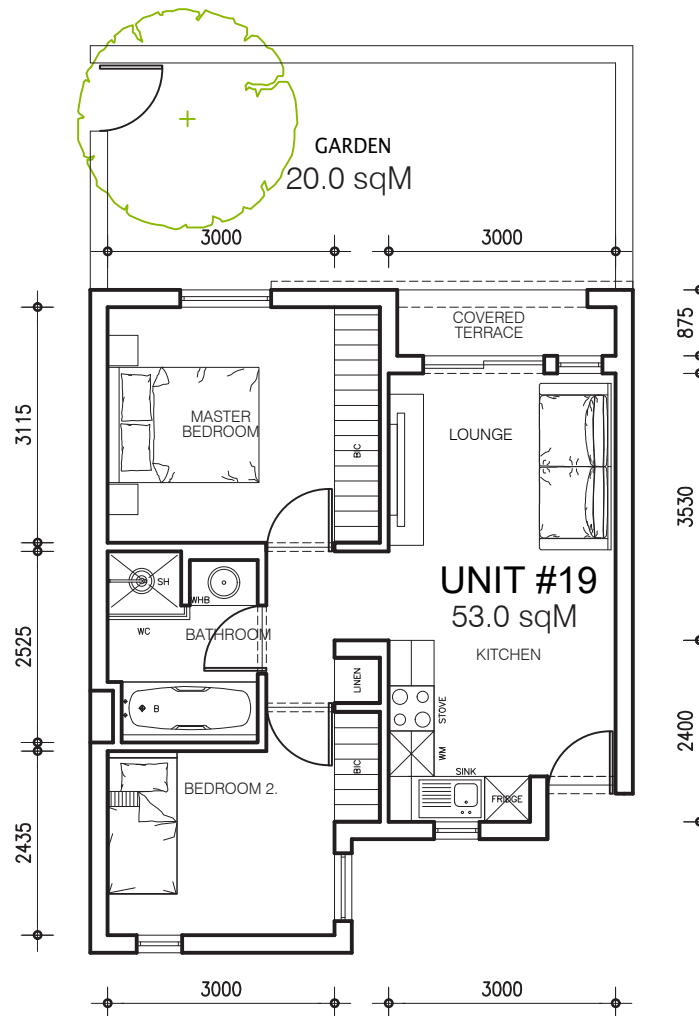


Unit number

19

R1,699,000.00

including VAT



4 ON ANN

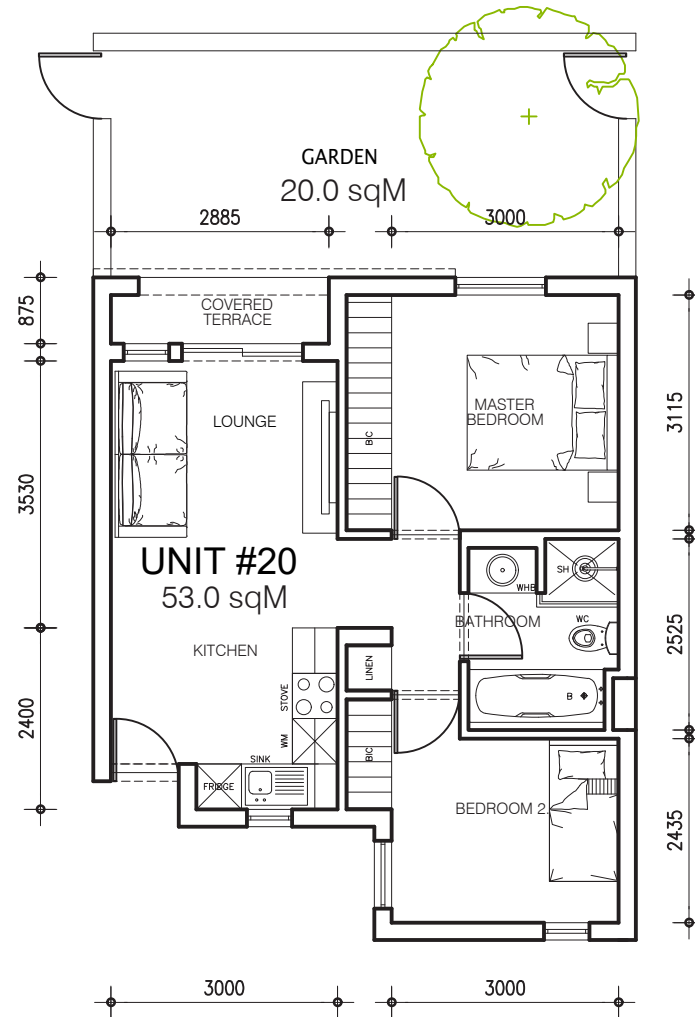
Ground Floor Type C

Total sectional area - 53m²
Garden - 20m²
Total - 73m²



Unit number
20

R1,699,000.00
including VAT



4 ON ANN

Ground Floor

Type C

Total sectional area - 53m²

Garden - 20m²

Total - 73m²

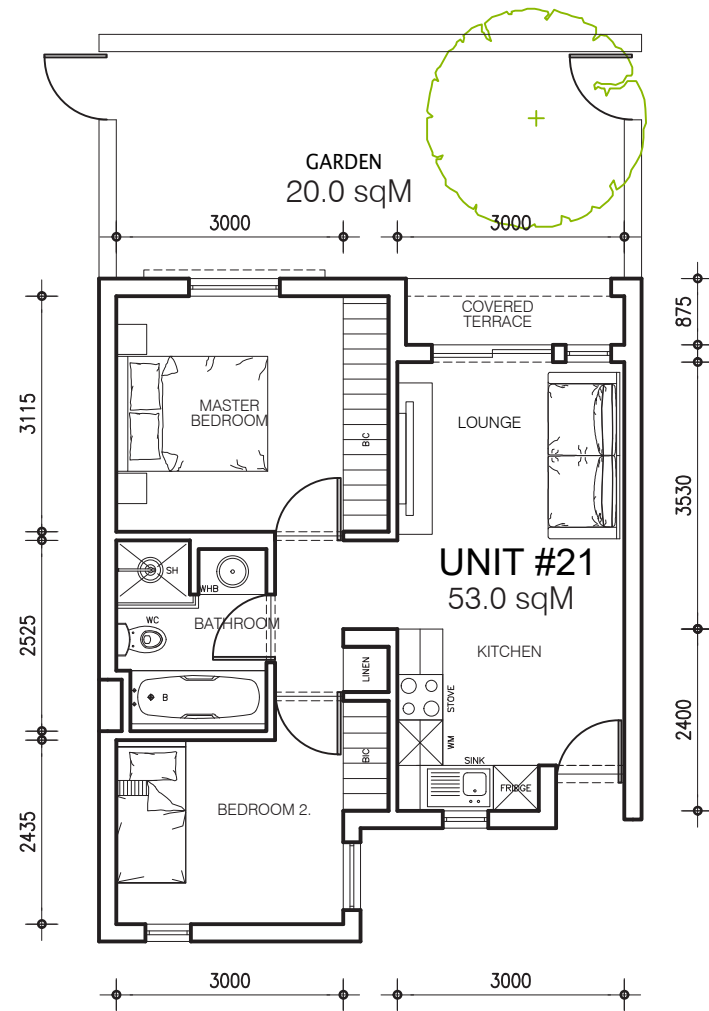


Unit number

21

R1,699,000.00

including VAT



4 ON ANN

Ground Floor Type A

Total sectional area - 53m²

Garden - 46m²

Total - 99m²

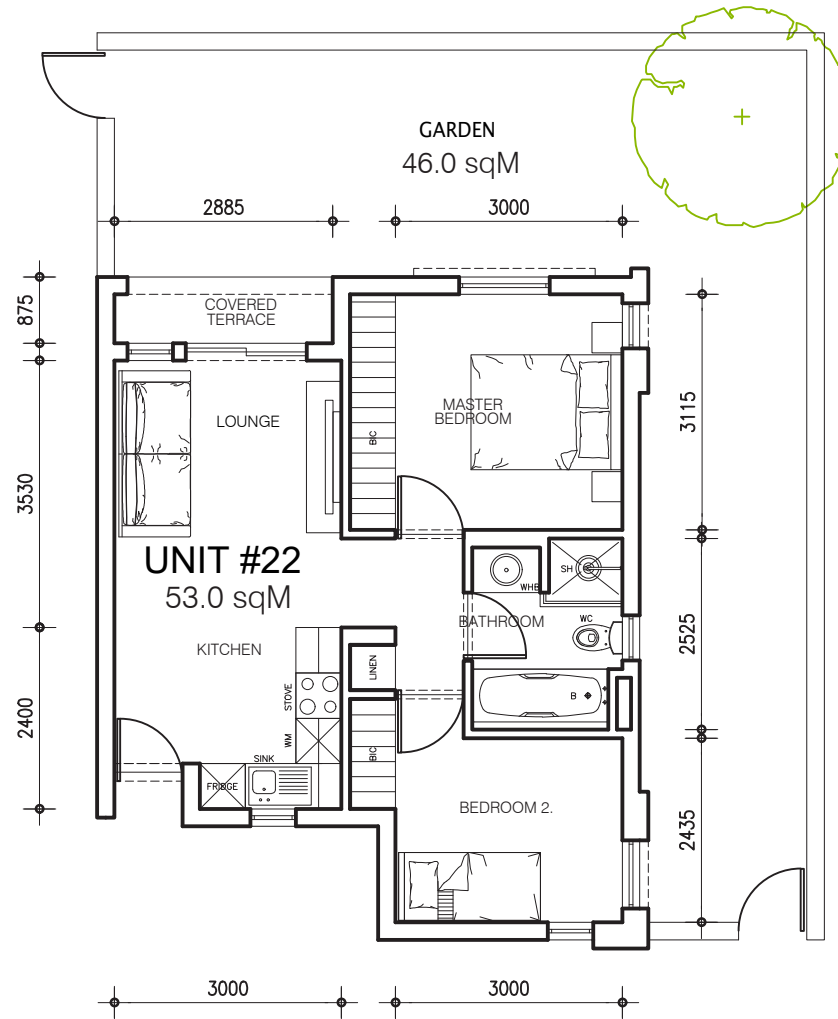


Unit number

22

R1,855,000.00

including VAT



4 ON ANN

Ground Floor

Type B

Total sectional area - 53m²

Garden - 36m²

Total - 89m²

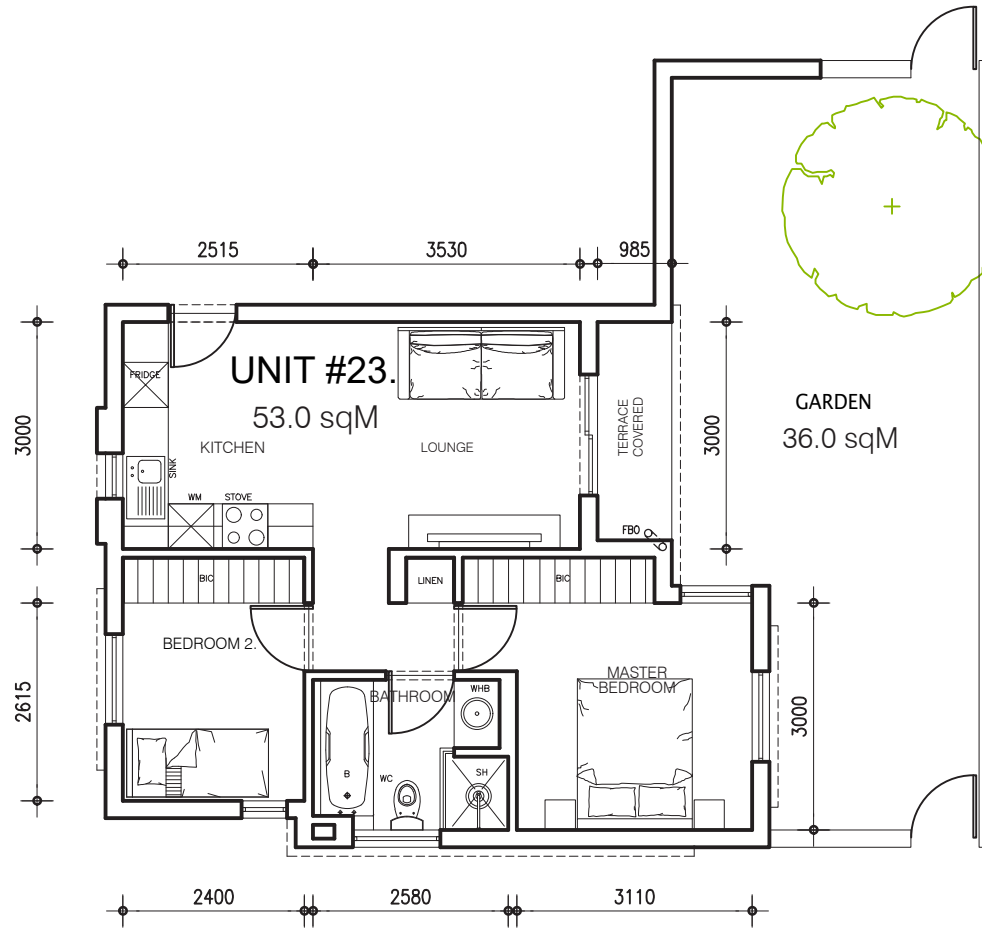


Unit number

23

R1,795,000.00

including VAT



4 ON ANN

First Floor Type E

Total sectional area - 53m²
Includes covered balcony

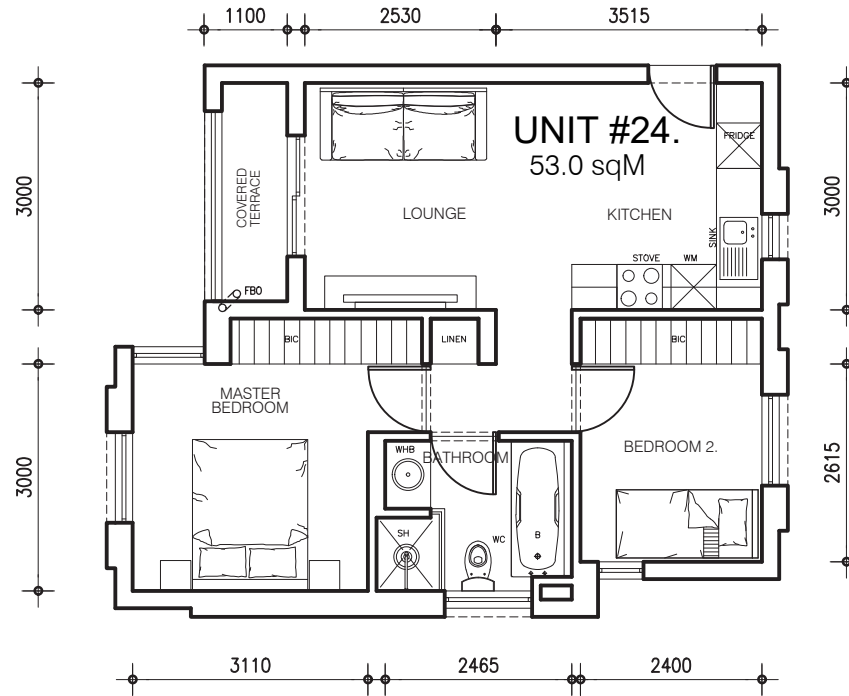


Unit number

24

R1,695,000.00

including VAT



4 ON ANN

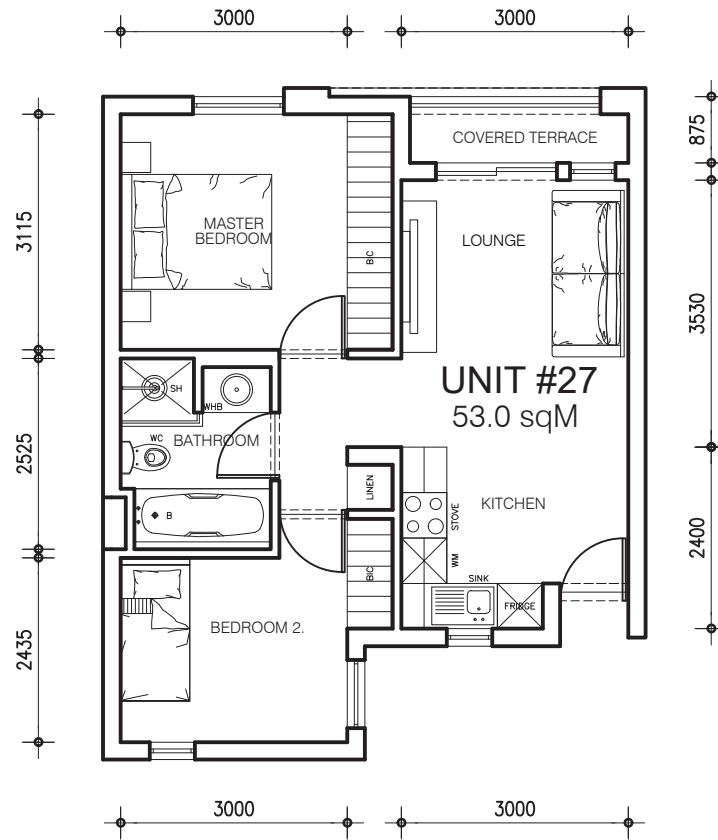
First Floor Type F

Total sectional area - 53m²
Includes covered balcony



Unit number
27

R1,555,000.00
including VAT



4 ON ANN

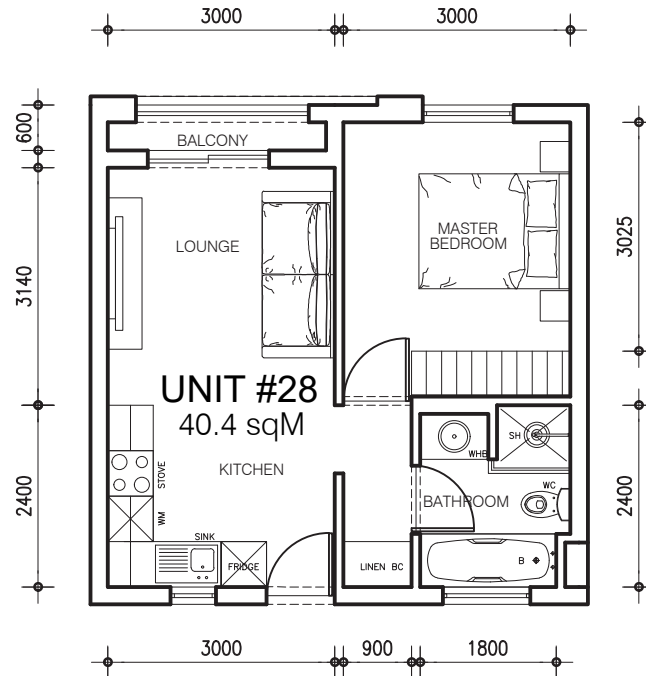
First Floor Type G

Total sectional area - 40.4m²
Includes covered balcony



Unit number
28

R1,395,000.00
including VAT



4 ON ANN

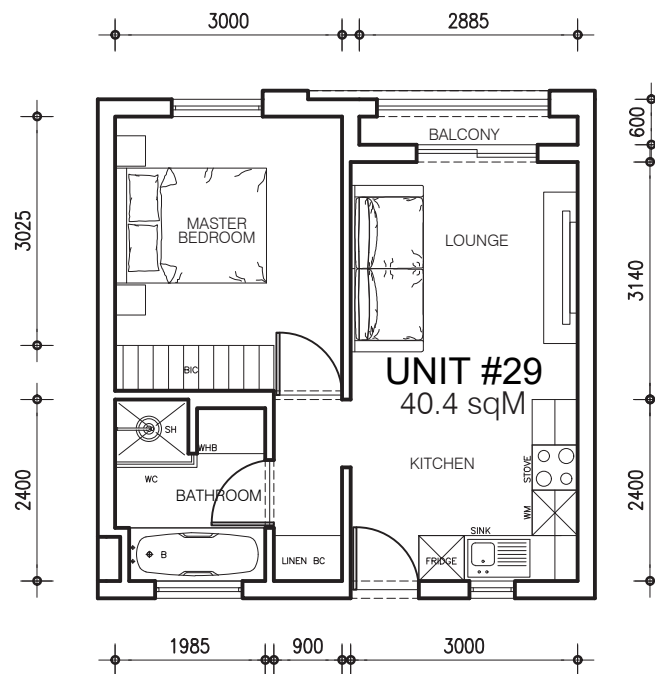
First Floor Type G

Total sectional area - 40.4m²
Includes covered balcony



Unit number
29

R1,395,000.00
including VAT



4 ON ANN

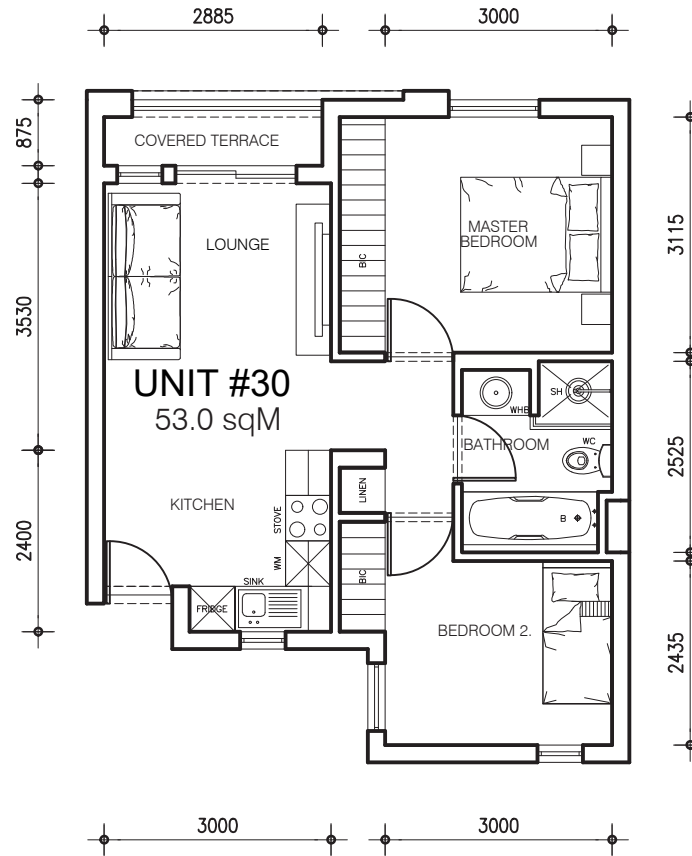
First Floor Type F

Total sectional area - 53m²
Includes covered balcony



Unit number
30

R1,555,000.00
including VAT



4 ON ANN

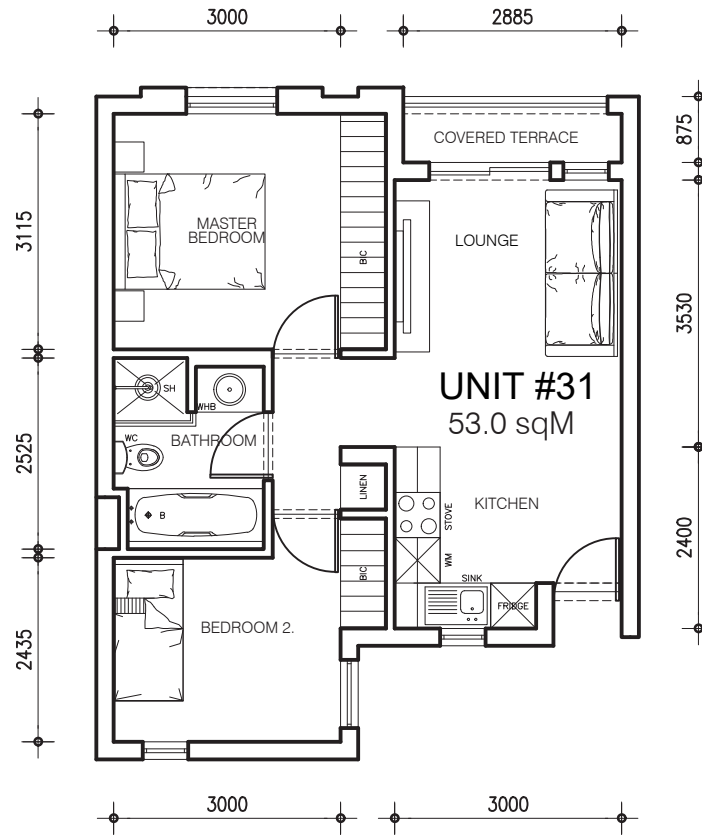
First Floor Type F

Total sectional area - 53m²
Includes covered balcony



Unit number
31

R1,555,000.00
including VAT



4 ON ANN

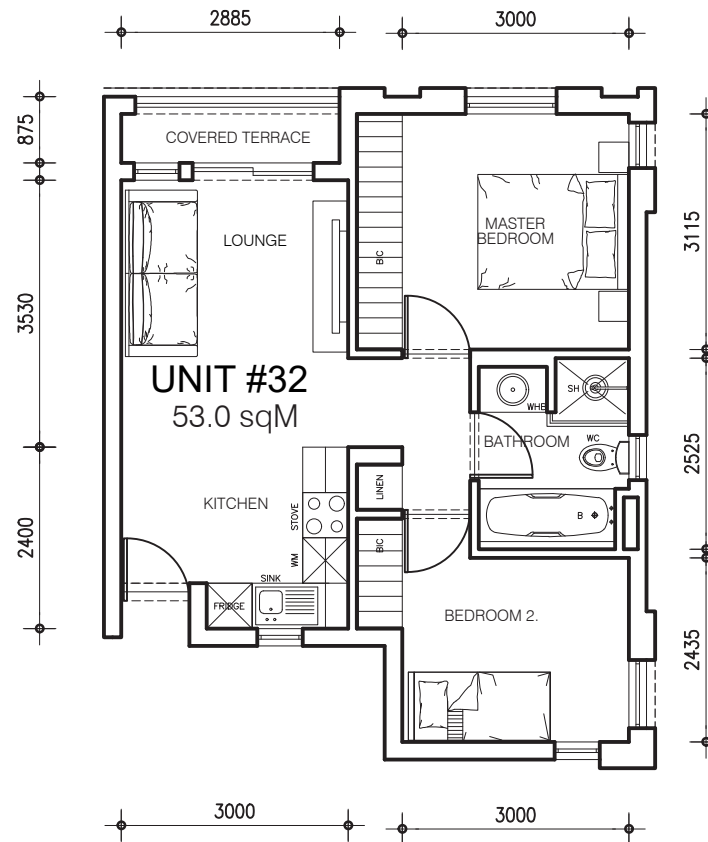
First Floor Type D

Total sectional area - 53zm²
Includes covered balcony



Unit number
32

R1,699,000.00
including VAT



4 ON ANN

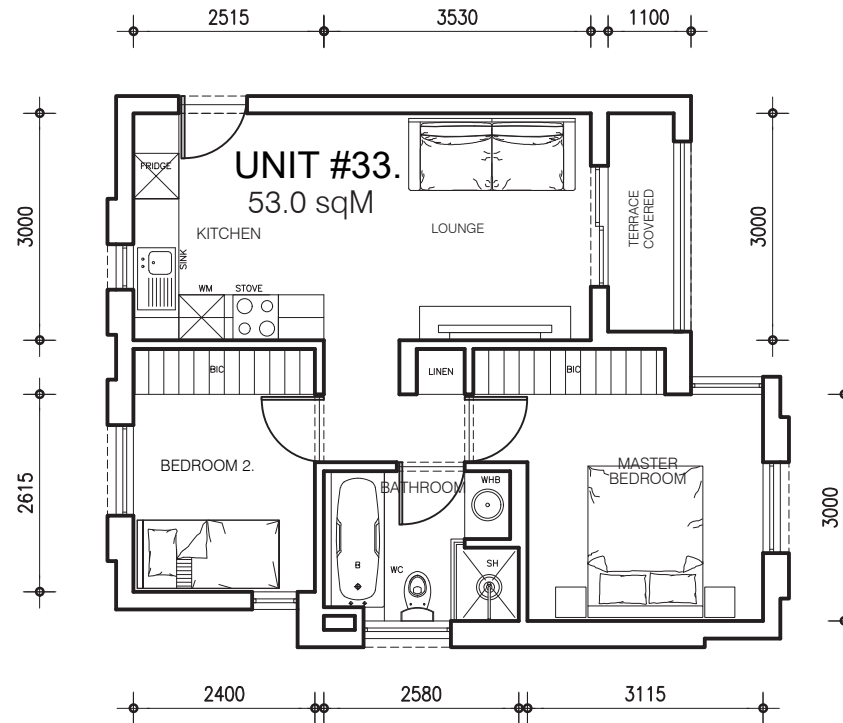
First Floor Type C

Total sectional area - 53m²
Includes covered balcony



Unit number
33

R1,695,000.00
including VAT





GROUND FLOOR PLAN

- TYPE A
- TYPE B
- TYPE C
- TYPE D
- TYPE E
- TYPE F
- TYPE G

Annexure 4 - Specification and Schedule of finishes

4 on Ann - Sandown Phase 2

External

Foundation	Raft Foundation or to engineers specification
Bricks	Stock Bricks to engineers specification
Roof	Roof structure to engineers spec
Slabs	Concrete Slab to engineers specification
Paving	Concrete paving brick
External Boundary Wall	2.1m high walling to boundary including 8 strand electric fencing
Windows	Powder coated aluminium. Colour : Charcoal aluminium , glazing aamsa Spec
Window Sills	Plastered brick on edge
Sliding Doors	Powder coated aluminium. Colour : Charcoal aluminium , glazing aamsa Spec
Front Door	Horizontal Slatted Class E fire Door
Front door Ironmongery	Satin Chrome handle set with loose escutcheon
Balustrading	Stainless Steel balustrade to Architects design in accordance with NBR and NHBC

INTERNAL GENERAL

Walls - Internal	One coat plaster and filler coat. One undercoat and two coats interior wall paint - Paint colour to specification
Ceiling	Flush plastered soffit – 6.4mm rhinoboard - Top floor only
Floor - Internal	600mmx600mm ceramic floor tiles with light grey grouted joints.
Skirting	70mm Meranti Skirting in bedrooms and living areas, Tile skirting in bathrooms
Bedroom Floors	600mmx600mm ceramic floor tiles with light grey grouted joints.
Floor - Shower	Mosaic tile
Wall Tiles - Shower walls	600mmx600mm ceramic wall tiles with light grey grouted joints.
Wall Tiles - Bath Splashback	600mmx600mm ceramic wall tiles with light grey grouted joints.
Wall Tiles - Basin Splashback	600mmx600mm ceramic wall tiles with light grey grouted joints.
Internal Doors	Horizontal Slatted Hollow Core Door
Internal Door Frame	Meranti Door Frame
Internal Ironmongery	Satin Chrome handle set with loose escutcheon
Washing Machine & or Dishwasher	Allow for water connections to washing machine and dishwasher
Built in Cupboards to Bedrooms	Grey Melawood or similar impact doors fitted to white mealamine carcass , Bar type pull handle where required

Kitchen

Kitchen Cupboards	White Melawood or similar impact doors fitted to white mealamine carcass, brushed aluminium kickplates
Kitchen Top Counters	20mm Cafe Quartz tops
Double Bowl Sink	Stainless Steel under slung sink
Sink Mixer	SABS or JASWIC approved DZR Brass tap range to architects specification
Built in Oven	600mm Defy Oven
Hob	600mm Defy Built in Hob
Extractor	Defy wall mounted extractor

INTERNAL BATHROOM

Main En-Suite Bath	Squareline acrylic built-in Bath
Bath Mixer	SABS or JASWIC approved DZR Brass tap range to architects specification
Showers	Framed Glass Shower Door
Shower - Arm	Chrome shower arm
Shower Rose	Chrome Rose
Shower Mixer	SABS or JASWIC approved DZR Brass tap range to architects specification
Mirror	Mirror to architects specification
Main En-Suite Basin	Floating Vanity with Composite top
Basin	Floating Vanity with Composite top
Basin Mixer	SABS or JASWIC approved DZR Brass tap range to architects specification
WC	TECE concealed cistern with wall hung pan and actuator plate

INTERNAL ELECTRICAL

Plug points	Onesto Range - White or similar
Light Switches	Onesto Range - White or similar
Light Fittings	LED Down Lighters
TV & DSTV	DSTV satellite System
Hot Water System	Heat Pump or Solar assisted hot water to be provided to each unit

NOTE:

Note: Changes may be made during the further planning or development stages of any development and dimensions, fittings, finishes and specifications and representations are subject to change without notice. The developer, its employees and representatives do not warrant, guarantee or make any representations regarding the currency, accuracy, correctness, reliability, usability, or any aspect of the information provided herewith