

# OFFER TO PURCHASE

EDGE UNIT NUMBER:

Purchaser	Co-Purchaser / Spouse	Witness 1	Witness 2
Seller		Witness 1	Witness 2
Agent		Witness 1	Witness 2

**THIS SALE AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN:**

**CABZUS PROPRIETARY LIMITED**

Registration Number: 2017/132190/07

Herein represented by           **J de Vos**           in his  
capacity as duly authorized director

4 Pastorale Avenue, Durbanville Industrial Park, Durbanville, Western Cape, 7550

Email address:

VAT Registration Number:

NHBRC Registration Number:

(the **"Seller"**)

**AND**

Particulars of Purchaser							
Full Names:							
Surname:							
Identity / Registration Number:							
Marital Status:	Unmarried		Married in community of property		Married out of community of property		
Legal entity (if applicable)	Trust		Close Corporation		Company		Other
Spouse / Co – Purchaser / Representative							
Full Names:							
Surname:							
Identity Number							
Marital Status:	Unmarried		Married in community of property		Married out of community of property		
Capacity of representative (if applicable)							
Physical Address							
Postal Address							
Phone (Home)							
Phone (Business)							
Fax							
Cell phone							
e-Mail Address							

(the **"Purchaser"**)

Purchaser	Co-Purchaser / Spouse	Witness 1	Witness 2
	Seller	Witness 1	Witness 2
	Agent	Witness 1	Witness 2

**WHEREAS:**

- (i) The Seller intends to establish a sectional title scheme on Erf 17349, Stellenbosch, Stellenbosch Municipality, Province of the Western Cape, comprising of residential accommodation in the form of sectional title units and common property.
- (ii) The Seller has agreed to sell and the Purchaser has agreed to purchase a certain sectional title unit in the aforesaid development.

**NOW THEREFORE** the Seller and the Purchaser hereby transact and agree as follows:

1. The Seller hereby sells to the Purchaser, who hereby purchases:

1.1	<b>Section No.</b>		<b>in the sectional title scheme to be known as "The Edge"</b>
<b>Province of the Western Cape</b>			
<b>Extent</b>			square meters
<i>(the "Unit")</i>			

1.2	<b>Exclusive Use Area</b>		
<b>Description</b>	<b>PARKING BAY NUMBER:</b>		
<b>Extent</b>	<b>12.5 m2</b>		
<i>(the "Exclusive Use Area")</i>			

2. The purchase price payable by the Purchaser to the Seller, in consideration for the aforesaid property is:

2.1	<b>Purchase Price</b>				<i>(inclusive of VAT)</i>
<i>(the "Purchase Price")</i>					
2.2	<b>Deposit</b> <small>(choose the relevant option)</small>	<small>10% of Purchase Price (in the event of suspensive conditions being applicable)(see paragraph 4.1 below)</small>		<del><small>30% of Purchase Price (in the event of suspensive conditions not being applicable)(see paragraph 4.1 below)</small></del>	
<i>(the "Deposit")</i> IN THE AMOUNT OF R 50 000.00					
2.3	<b>Balance of purchase price</b>	<b>R</b>			

3. The sale and purchase of the Unit and Exclusive Use Area (the "**Property**") is subject to the terms and conditions documented in the Terms of Sale, hereto annexed, marked **APPENDIX A**.

4. The following terms of reference will apply to the interpretation of the agreement:

4.1	<b>SUSPENSIVE CONDITION APLICABLE</b>	<b>YES</b>		<b>NO</b>	
4.1.1	<b>Bank / Bond financing required in the amount of:</b>	<b>R</b>			
4.1.2	<b>Date by which the bond must be granted</b>				
4.2	<b>Conveyancer</b>	Pieter Schoeman			

Purchaser	Co-Purchaser / Spouse	Witness 1	Witness 2
	Seller	Witness 1	Witness 2
	Agent	Witness 1	Witness 2

<b>Firm</b>		Pieter Schoeman Attorneys, Conveyancers & Notaries 43 Plein Street, Stellenbosch	
<b>Contact Details</b>		018 294 3273	
<b>e-mail address</b>		<a href="mailto:pieters@pjalaw.co.za">pieters@pjalaw.co.za</a> / <a href="mailto:aktes@pjalaw.co.za">aktes@pjalaw.co.za</a>	
<b>Trust banking details:</b>		Nedbank Limited, Account Number: 101 727 9659, Branch Code: 198765 Reference – Name and number of Unit	
4.3	<b>Estate / Selling Agent</b>		
<b>Name of Agent</b>		<b>LIZLE HENNING &amp; DANIEL MOUTON</b>	
<b>Agency</b>		<b>HARCOURTS DUNN</b>	
<b>Contact Details</b>		<b>082 372 7730</b>	
<b>e-mail address</b>		sales.dunn@harcourtsdunn.co.za, lizle.henning@harcourt.co.za	
<b>Commission</b>		R <i>(inclusive of VAT)</i>	
4.4	<b>Bond Originator</b>		
<b>Name of Originator</b>		<b>OOBA</b>	
<b>Firm</b>		DURBANVILLE	
<b>Contact Details</b>		083 564 2526 usha.poonsamy@ooba.co.za	
4.5	<b>Architect</b>		
<b>Name:</b>		JAC SNYMAN	
<b>Contact Number:</b>		+27 21 788 1421	
<b>e-mail:</b>		jac@jsa-architects.co.za	
4.6	<b>Dates of Performance</b>		
4.6.1	Estimated date of transfer:	31 MAY 2023	
4.7	<b>Estimated Monthly Levies</b>		
4.7.1	Body Corporate	R 30 per m2	
4.8	<b>Land Surveyors</b>		
<b>Name:</b>		FBV	
<b>Contact Number:</b>		021 886 4004	
<b>e-mail:</b>		enquiries@fbvsurvey.co.za	
4.9	<b>Occupational Rental</b>		
Amount	R	<i>(per month)</i>	

THUS DONE AND SIGNED BY THE PURCHASER AT \_\_\_\_\_ ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

PURCHASER	SPOUSE/CO-PURCHASER	WITNESS 1	WITNESS 2
Purchaser	Co-Purchaser / Spouse	Witness 1	Witness 2
Seller		Witness 1	Witness 2
Agent		Witness 1	Witness 2

THIS DONE AND SIGNED BY THE SELLER AT \_\_\_\_\_ ON THIS \_\_\_\_\_  
 DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

SELLER	WITNESS 1	WITNESS 2

THIS DONE AND SIGNED BY THE AGENT AT \_\_\_\_\_ ON THIS \_\_\_\_\_  
 DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

AGENT (accepting the benefits hereof)	WITNESS 1	WITNESS 2

**CONSUMER PROTECTION ACT NOTICE**

In light thereof that the Property is sold in the ordinary course of the Seller’s business, this Agreement shall be subject to the Consumer Protection Act 68 of 2008 (*hereinafter referred to as the “Consumer Protection Act”*) in the event that:

- A. the Purchaser is a natural person; or
- B. the Purchaser is a juristic person (a company, close corporation, trust or partnership) with an annual turnover or asset value of less than R2 000 000.00 as determined at the signature date.

Certain parts of the Terms of Sale have been printed in bold in order to specifically draw the attention of the Purchaser thereto, as required in terms of the Consumer Protection Act. These highlighted parts either:

- A. limits the risk or liability of the Seller or any other person;
- B. constitutes an assumption of risk or liability by the Purchaser;
- C. imposes an obligation on the Purchaser to indemnify the Seller or any other person for some cause; and/or
- D. is an acknowledgement of a fact by the Purchaser.

The Purchaser must ensure that, before signing this Agreement, he/she/it understands the terms and conditions of this Agreement as read with the Terms of Sale. The Purchaser can request an explanation of these terms if he/she/it is unclear and the Purchaser must not sign this Agreement until any uncertain or unclear terms have been explained to the Purchaser’s satisfaction.

\_\_\_\_\_  
**Purchaser**

\_\_\_\_\_  
**Co-Purchaser / Spouse**

Purchaser	Co-Purchaser / Spouse	Witness 1	Witness 2
	Seller	Witness 1	Witness 2
	Agent	Witness 1	Witness 2

Terms of Sale

1 INTERPRETATION

- 1.1 In these Terms of Sale: -
  - 1.1.1 clause headings are for convenience only and are not to be used in its interpretation;
  - 1.1.2 an expression which denotes: -
    - 1.1.2.1 any gender includes the other genders;
    - 1.1.2.2 a natural person includes a juristic person and *vice versa*; and
    - 1.1.2.3 the singular includes the plural and *vice versa*; and
    - 1.1.2.4 a Party includes a reference to that Party’s successors in title and assigns allowed at law.
- 1.2 In these Terms of Sale, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings: -
  - 1.2.1 **"Act"** means the Sectional Titles Act, Act No. 95 of 1986, or any amendment thereof, and includes the regulations promulgated thereunder, from time to time;
  - 1.2.2 **"Agent"** means the estate, alternatively selling, agent/s described in clause 4.3 of the Sale Agreement;
  - 1.2.3 **"Agreement"** means the Sale Agreement as read with these Terms of Sale & Addendum attached;
  - 1.2.4 **"Architect"** means the architect described in clause 4.5 of the Sale Agreement;
  - 1.2.5 **"Body Corporate"** means the body corporate to be established for the Scheme in terms of Section 36 of the Act;
  - 1.2.6 **"Bond Originator"** means the bond originators described in clause 4.4 of the Sale Agreement;
  - 1.2.7 **"Building"** means, in relation to a Section forming part of a building together with other Sections, the building erected, alternatively to be erected, on the Land for purposes of establishing the Sections concerned;
  - 1.2.8 **"Common Property"** means such parts of the Land and/or Building which do not form part of the Unit and/or any other Section;
  - 1.2.9 **"Compliance Date"** means the date the Seller complied with, alternatively fulfilled, the Conditions Precedent;
  - 1.2.10 **"Completion Date"** means the date upon which the Unit, in the opinion of the Architect, reached the state of completion where it can effectively be used for the purpose intended. The decision of the Architect shall be final and binding upon the parties. This date shall be treated as the date in which the Unit is complete for beneficial occupation;
  - 1.2.11 **"Conveyancers"** mean the conveyancers described in clause 4.2 of the Sale Agreement;
  - 1.2.12 **"Deposit"** means the amount stipulated in clause 2.2 of the Sale Agreement;
  - 1.2.13 **"Estimated Transfer Date"** means the date specified in clause 4.6.1 of the Sale Agreement;
  - 1.2.14 **"Exclusive Use Areas"** means a part or parts of the Common Property forming part of the Scheme reserved for the exclusive use of the Purchaser as more fully described in clause 1.2 of the Sale Agreement;
  - 1.2.15 **"FICA"** means the Financial Intelligence Centre Act, Act No. 38 of 2001, or any amendment thereof, and includes regulations promulgated thereunder from time to time, if any;
  - 1.2.16 **"HCPM Act"** means the Housing Consumers Protection Measures Act, Act No. 95 of 1998, or any amendment thereof, and includes regulations promulgated thereunder from time to time, if any;
  - 1.2.17 **"Land"** means Erf 17349, Stellenbosch, Stellenbosch Municipality, Province of the Western Cape;
  - 1.2.18 **"Land Surveyors"** mean the land surveyors described in clause 4.8 of the Sale Agreement;
  - 1.2.19 **"Latent Defect"** means such defects, the existence of which are recorded in writing by the Architect as latent and requiring to be remedied or repaired, pursuant to the provisions of clause 9;
  - 1.2.20 **"Participation Quota"** means, in relation to a Section, the decimal fraction allocated thereto in the Sectional Plan and which is calculated in terms of Section 32(1) of the Act;
  - 1.2.21 **"Parties"** means the Seller and the Purchaser and **"Party"** means either one of them;
  - 1.2.22 **"Plans"** means collectively: -
    - 1.2.22.1 a floor plan of the Unit, and
    - 1.2.22.2 a layout plan; and
    - 1.2.22.3 concept Sectional Plan;
  - 1.2.23 **"Prime Rate"** means a rate of interest per annum which is equal to the Seller’s bankers published minimum lending rate of interest per annum, compounded monthly in arrears, charged by the said bank on the unsecured attached hereto as **ANNEXURES "A1", "A2" and "A3"** respectively;

Purchaser	Co-Purchaser / Spouse	Witness 1	Witness 2
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- overdrawn current accounts of its most favoured corporate clients in the private sector from time to time;
- 1.2.24 **"Property"** means the Unit together with an undivided share in the Common Property forming part of the proposed Scheme as determined in terms of the Act and the Exclusive Use Area/s;
- 1.2.25 **"Purchaser"** means the person/s described as such in the Sale Agreement;
- 1.2.26 **"Purchase Price"** means the amount payable in consideration of the Property as recorded in clause 2.1 of the Sale Agreement;
- 1.2.27 **"Register"** means the sectional title register to be opened in respect of the Scheme in terms of the Act;
- 1.2.28 **"Rules"** mean the management and conduct rules in terms of which the Body Corporate controls the Scheme which rules are available upon request and can be obtained by the Purchaser from the Agent;
- 1.2.29 **"Sale Agreement"** means the agreement of sale to which this document forms an annexure and by virtue of which the Seller sells the Property to the Purchaser;
- 1.2.30 **"Scheme"** means the Sectional Title Scheme to be established on the Land, pursuant to the provisions of clause 2, to be known as *"The Edge"*;
- 1.2.31 **"Sections"** mean all the section title units established in the Scheme and **"Section"** means either one of them as indicated by the context;
- 1.2.32 **"Sectional Plan"** means the sectional plan for the Scheme;
- 1.2.33 **"Seller"** means **CABZUS PROPRIETARY LIMITED**, a company with limited liability with registration number: 2017/132190/07;
- 1.2.34 **"Signature Date"** means the date the last Party signs the Agreement;
- 1.2.35 **"Specifications"** means the details of the Unit recorded in **ANNEXURE "B"**, including but not limited to the finishes to be constructed and commissioned in the Unit;
- 1.2.36 **"STSM Act"** means the Sectional Titles Schemes Management Act No. 8 of 2011, or any amendment thereof, and includes regulations promulgated thereunder from time to time, if any;
- 1.2.37 **"Suspensive Conditions"** means the suspensive conditions contained in clause 4.1.1 and/or 4.1.2 of the Sale Agreement, if any, and **"Suspensive Condition"** means either one of them;
- 1.2.38 **"Terms of Sale"** mean the terms and conditions contained in this document;
- 1.2.39 **"Transfer Date"** means the date of registration of transfer of the Property into the name of the Purchaser;
- 1.2.40 **"Unit"** means the sectional title unit described in clause 1.1 of the Sale Agreement.
- 1.3 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Terms of Sale.
- 1.4 Terms other than those defined within this Terms of Sale will be given their plain English meaning, and those terms, acronyms, and phrases known in the sector in which the parties conduct business will be interpreted in accordance with their generally accepted meanings
- 1.5 Reference to **"days"** shall be construed as calendar days unless qualified by the word **"business"**, in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of South Africa from time to time;
- 1.6 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 1.7 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 1.8 No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision.

## 2 ACKNOWLEDGEMENTS BY PURCHASER

### The Purchaser acknowledges that:

- 2.1 **the Sectional Plan has not yet been prepared or approved and that accordingly the exact and final boundaries and areas of the Unit, will be those shown on the Sectional Plan. The undivided share in the Common Property apportioned to the Unit shall be in accordance with the Participation Quota, upon approval and registration of the Sectional Plan;**
- 2.2 **the Building has not yet been erected or completed as the case may be;**
- 2.3 **the extent of the Sections on the Sectional Plan will be measured by the Land Surveyor in terms of the Act;**
- 2.4 **transfer of the Unit and cession of the rights to the Exclusive Use Area/s is able to take place only simultaneously with or forthwith after the opening of the Register;**

Purchaser	Co-Purchaser / Spouse	Witness 1	Witness 2
	Seller	Witness 1	Witness 2
	Agent	Witness 1	Witness 2

2.5 he/she/it has read and approved the Plans and the Specifications and that he/she/it will be obliged to accept delivery of the Property:

2.5.1 completed substantially according to the Plans and the Specifications; and

2.5.2 as finally depicted and delineated on the Sectional Plan.

2.6 the Plans and the Specifications, insofar as they relate to the structure of the Unit and/or Building, including but not limited to all measurements and dimensions reflected in this Terms of Sale, may be varied (“*the variations and specifications*”):

2.6.1 as a result of the requirements of:

2.6.1.1 all authorities having jurisdiction over the construction and finishing of the Unit and/or the Building; and

2.6.1.2 the Architect, engineer or any other member of the professional team appointed in relation to the Scheme, arising on either aesthetic, technical or construction grounds, or

2.6.2 to such extent as may be reasonably necessary, to:

2.6.2.1 comply with any special impediments such as water, sewer or electrical lines either above or underground or any rock or other soil condition; and

2.6.2.2 give effect to any changes in materials, finishes or fittings which the Seller considers to be appropriate or which may not be readily available at the time due to shortage in supply of such materials, finishes or fittings, without however detracting from the quality of the Building and/or Unit,

but that there will be no material change to the floor plan of the Unit, nor to the Specifications insofar as it relates to internal finishes in the Unit other than with the prior written consent of the Purchaser, which consent shall not unreasonably be withheld,

2.7 any images reflected or displayed on the website for the Scheme, in any marketing brochures, pamphlets and any other advertising material are for illustrative purposes only and will not be binding on the Seller;

2.8 any model of the Sections and/or the Building made by or on behalf of the Seller and any advertisement or other advertising material used for purposes of marketing the Scheme and/or the Sections shall not constitute a representation by the Seller, and the Purchaser shall not be entitled to rely on any information therein;

2.9 on the Completion Date some portions of the Common Property and other Sections and/or Buildings may be incomplete and as a result:

2.9.1 he/she/it may suffer inconvenience from on-going building operations;

2.9.2 his/her/its peaceful use and enjoyment of and access to the Property may be temporarily interrupted; and noise and dust pollution may be caused, from time to time, during such on-going building operations;

2.10 he/she/it shall have no claim whatsoever against the Seller by reason of any such aforesaid inconvenience or interruptions, nor be entitled to withhold any payments to the Seller, nor be entitled to a reduction of the Purchase Price, interest on the Purchase Price or occupational rental, provided that the Seller shall use its best endeavours to complete all aspects of the construction of the Buildings and/or other Sections and the completion of the Scheme as soon as reasonable possible;

2.11 he/she/it shall not, prior to the Transfer Date, dispose of the Property without the prior written consent of the Seller, which consent may be withheld in the Seller’s discretion until all the Sections have been sold; and

2.12 he/she/it is aware that transfer of the Property into his/her/its name may take place simultaneously with transfers to other purchasers who have also purchased Sections in the Scheme. He/she/it accordingly accepts and acknowledges that lodgement of linked transfers and mortgage bonds at the Pretoria Deeds Registry shall be entirely in the discretion of the Conveyancers and the Purchaser’s obligation to pay the occupation consideration, as referred to in clause 8.2.1 below, shall remain and be unaffected by any possible delay in transfer occasioned in light of the above.

**3 PURCHASE PRICE**

3.1 The Purchaser shall, in consideration of the Property, pay the Purchase Price to the Seller.

3.2 The Purchase Price is payable by the Purchaser to the Seller on the Transfer Date; provided that:

Purchaser	Co-Purchaser / Spouse	Witness 1	Witness 2
Seller		Witness 1	Witness 2
Agent		Witness 1	Witness 2



- 3.2.1 the Purchaser shall deposit, the Deposit with the Conveyancers within 7 (*seven*) days from the Signature Date, which deposit shall be required to be made into the trust account of the Conveyancers, the details of which are recorded in in clause 2.2 of the Sale Agreement; and
- 3.2.2 For the balance of the Purchase Price,:
- 3.2.2.1 the Purchaser must deliver guarantees to the Conveyancers, within 21 (*twenty one*) days after fulfilment of the Suspensive Conditions; which provide that payment in terms thereof shall be made, free of exchange, to the Conveyancers against receipt by the financial institution of the guarantee from the Conveyancers that registration of transfer of the Property was effected into the name of the Purchaser; **alternatively**
- 3.2.2.2 if the Agreement is not subject to the Suspensive Conditions, the balance of the Purchase Price will be required to be deposited with the Conveyancers, within a period of 20 (*twenty*) business days after the Compliance Date;
- 3.3 Any amounts payable in respect of the Purchase Price shall be paid in cash to the Conveyancers, free of bank charges and deductions, and shall be held in trust by the Conveyancers as stakeholder for the benefit of the Parties, depending upon which becomes entitled thereto, and as agent for either. The Conveyancers are authorised to invest the monies in an interest-bearing account with a registered financial institution in accordance with the provisions of Section 86(4) of the Legal Practice Act, Act 28 of 2014, for the benefit of the Seller or the Purchaser, depending upon which becomes entitled thereto, which deposit and the interest accrued thereon shall be paid by the Conveyancers as follows:
- 3.3.1 on the Transfer Date the Purchase Price will be paid to the Seller; and
- 3.3.2 all interest that accrued shall be paid to the Purchaser, less any amounts to be deducted in accordance with the provisions of Section 86(5) of the Legal Practice Act, Act 28 of 2014.
- 3.4 **The Purchaser agrees to pay to the Conveyancers consideration for the work in respect of the investment of such money, equivalent to 5% (*five percent*) of the**

**interest that accrued on the monies invested by the Conveyancers.**

- 3.5 Any guarantees to be issued by the Purchaser, shall be issued in favour of the Seller or its nominee, and such guarantees shall be payable on the Transfer Date and, if the Purchaser so desires, the simultaneous registration of a bond over the Property.
- 3.6 **In the event this Agreement is cancelled as a result of breach of the Purchaser or the Purchaser failing to comply with the Suspensive Conditions, the Deposit shall be waived in favour of the Seller.**
- 3.7 **The Purchaser shall be required to comply with FICA and consequently:**
- 3.7.1 **any monies to be invested by the Conveyancers as contemplated in clause 3.3, cannot be invested and accordingly interest cannot accrue thereon until such time as the requirements in terms of FICA have been met; and**
- 3.7.2 **the Purchaser hereby renounces any claim for interest, where the claim arises from the Conveyancers being unable to invest the deposit as a result of the Purchaser not having properly complied with FICA.**

#### 4 CONDITIONS PRECEDENT

- 4.1 **Save for the provisions of this clause 2 and clause 4 and clauses 3.2.1, 3.6, 17,18 20, 22, 23, 24 and 26, which are of immediate and lasting effect, the Agreement is subject to fulfilment of the conditions that:**
- 4.1.1 The Purchaser fulfils the Suspensive Conditions, if any.
- 4.2 In the event that the Suspensive Condition is not fulfilled within 30 (*thirty*) days after the Compliance Date, **this Agreement shall automatically become null and void and the Parties shall have no rights or obligations against each other, including the payment of the Agent's commission, provided that clauses 3.4 and 3.6 will survive any lapse of this Agreement.**
- 4.3 **The Suspensive Conditions is for the benefit of the Purchaser who may, in its sole and absolute discretion, waive the aforesaid conditions or either one of them; provided however that such waiver is in writing and delivered to the Conveyancers prior to the due date recorded in 4.1.2 of the Sale Agreement.**
- 4.4 It is agreed that the issuing of a quotation and pre-agreement statement by a financial institution shall

Purchaser	Co-Purchaser / Spouse	Witness 1	Witness 2
	Seller	Witness 1	Witness 2
	Agent	Witness 1	Witness 2

constitute fulfilment of the Suspensive Condition contained in clause 4.1.1 of the Sale Agreement.

4.5 **It shall be the Purchaser's obligation to:**

- 4.5.1 procure the fulfilment of the Suspensive Conditions and to notify the Conveyancers thereof in writing of same, but to the extent that the Seller assists the Purchaser, it does so without assuming any onus or obligation and shall be entitled, with impunity, to cease such assistance in all and any circumstances; and
- 4.5.2 use his/her/its best endeavours to ensure that the loan referred in 4.1.1 of the Sale Agreement is granted timeously and undertakes to sign all such documentation in order to ensure that the said loan is approved; and
- 4.5.3 sign all bond documents at the offices of the attorneys appointed by the financial institution granting the bond to the Purchaser to register the bond within 5 (five) Business Days of being called upon to do so; and
- 4.5.4 pay any bond costs and/or the cost and expenses to secure the registration of a mortgage bond as requirement for the loan secured under the provisions of clause 4.1.1 and.

- 4.6 The Purchaser hereby acknowledges and accepts that it is an express condition of the Agreement that the Purchaser's application for the loan envisaged in clause 4.1.1 of the Sale Agreement be facilitated by the Bond Originator, and the Purchaser further acknowledges that he is aware of the fact that the Seller may receive an introductory commission from the financial institution or its nominated Bond Originator
- 4.7 In the event the Purchaser do not require a loan, as per the election provided for in 4.1.1 of the Sale Agreement, the provisions of clauses 4.1 to 4.6 will not apply and be deemed to be deleted.

5 **TRANSFER**

- 5.1 Transfer of the Property shall, subject to the provisions of clause 2, be effected by the Conveyancers, only after:
  - 5.1.1 the Suspensive Conditions (*as far as they are applicable*) are compiled or waived; and
  - 5.1.2 the Purchaser has complied with clauses 3.2.1 and 0; and

- 5.1.3 the Architects confirmed the completion of the Unit as contemplated in clause 1.2.9.
- 5.2 Transfer shall be passed by the Conveyancers and shall be given and taken by the Purchaser on the Estimated Transfer Date, or as soon as reasonably possible thereto, subject to the Purchaser having complied with all his/her/its obligations in terms of this Agreement.
- 5.3 The Purchaser acknowledges that the Estimated Transfer Date is only an estimated date and in this regard:
  - 5.3.1 If the Seller, for any reason whatsoever, is unable to effect the registration of transfer of the Unit to the Purchaser, before the Estimated Transfer Date, the Seller shall notify the Purchaser, in writing of such fact at least 30 (*thirty*) days before the Estimated Transfer Date and specify in such notice the later date on which it expect to be able to effect the aforesaid transfer; provided that in the event the Seller fails to effect the said transfer within a period of 6 (*six*) months after the Estimated Transfer Date, the Purchaser will be entitled to cancel this Agreement by addressing written notice to such effect to the Seller;
  - 5.3.2 the Purchaser accordingly shall have no claim of whatsoever nature, whether for cancellation of the Agreement or for damages against the Seller, if the registration of transfer of the Unit to the Purchaser does not take place before the Estimated Transfer Date or any period of extension thereafter or within the of 6 (*six*) months period contemplated above.
- 5.4 The Seller shall be responsible to pay on demand to the Conveyancers all costs of transfer and all costs directly or indirectly occasioned by the transfer of the Property into the Purchaser's name.
- 5.5 **The Purchaser shall be responsible for and shall pay forthwith on demand:**
  - 5.5.1 **All cost, fees and disbursement for purposes of the registration of a mortgage bond over the Property if the Purchaser elects to finance the Purchase Price or a portion thereof.**
- 5.6 **The Purchaser shall sign all transfer documents to give effect to the Agreement at the offices of the**

Purchaser	Co-Purchaser / Spouse	Witness 1	Witness 2
Seller		Witness 1	Witness 2
Agent		Witness 1	Witness 2

**Conveyancers within 5 (five) business days of being called upon to do so.**

**6 AGENT'S COMMISSION**

- 6.1 The Seller shall be responsible for payment of Agent's commission as described in clause 4.3 of the Sale Agreement.
- 6.2 The Seller hereby authorises the Conveyancers to pay the commission from the first amounts to which the Seller becomes entitled with regard to the Purchase Price.
- 6.3 **In the event of the Agreement being cancelled as a result of breach by the Purchaser, the Purchaser shall be liable for settlement of the full Agent's commission and in such instance the Seller is released from such liability and the Purchaser hereby indemnifies the Seller accordingly.**
- 6.4 **The Purchaser warrants that the Agent is the only agent who introduced the Purchaser to the Property**
- 6.5 **The Purchaser hereby indemnifies and holds the Seller free and harmless against any claim which may be made by any other agent(s) in respect of any commission arising out of the sale of the Property, where such agent claims to have actually introduced the Purchaser to the Property and/or to the Seller in connection with this transaction.**

**7 POSSESSION**

- 7.1 Possession of the Property shall be given to and taken by the Purchaser on Transfer Date, from which date, the Purchaser shall be entitled to every benefit and income arising from the Property and from which date the Property shall be held by the Purchaser at his/her/its risk.
- 7.2 **The Purchaser shall, from Transfer Date, be responsible for and shall pay all rates & taxes, levies and other expenses relating to the Property.**

**8 OCCUPATION**

- 8.1 **Occupation of the Property shall be given to and taken by the Purchaser on the Transfer Date.**
- 8.2 However, if occupation of the Property is given to the Purchaser prior to the Transfer Date:
- 8.2.1 the Purchaser shall pay monthly occupational rental calculated at the rate as set out in clause 4.9 of the Sale Agreement to the Seller for the period from the date of such occupation until the Transfer Date. The first of such payments shall be paid within 10 (*ten*) business days after the date of such occupation and subsequent payments shall be paid monthly in advance on the first day of each and every month. The Purchaser shall only receive the

keys in respect of the Property once the first month's occupational rental has been paid in full; and

8.2.2

the Purchaser shall not be entitled to make any alterations or improvements of whatsoever nature to the Property before the Transfer Date, unless the Purchaser obtains the Seller's written consent to do so.

8.3

**In the event of the Agreement being cancelled for any reason whatsoever, the Purchaser shall not be entitled to compensation from the Seller for any alterations or improvements of whatsoever nature which the Purchaser may have caused to be effected on or to the Property, whether with or without the Seller's consent. No tenancy or lien or right of retention of whatsoever nature shall arise by virtue of such occupation, alterations or improvements and if the Agreement is cancelled or lapses, the Purchaser shall forthwith and without notice vacate the Property.**

8.4

The Purchaser shall maintain the Property in the same condition from the date of such occupation until the Transfer Date.

**9 DEFECTS AND REMEDIAL WORK**

9.1

**The Purchaser shall not have any claim of whatsoever nature against the Seller in respect of any defect or alleged defects to the Property and/or in the Building or in respect of anything relating thereto, whether patent or latent, otherwise than to the extent, if any, it is provided for in clauses 9.2 and 9.4.**

9.2

**The Seller shall remedy any Latent Defect to the Property due to faulty workmanship or materials, manifesting itself within 60 (*sixty*) business days of the Completion Date; provided that the Purchaser notifies the Seller thereof in writing within the said period of 60 (*sixty*) business days. The Seller shall under no circumstances be liable for any consequential loss or damage and the Purchaser hereby waives any such claim.**

9.3

**A certificate by the Architect to the effect that any defect has been rectified shall be binding on both Parties and shall relieve the Seller from any further obligation in respect of such defect.**

9.4

The Seller undertakes to strictly enforce for the benefit of the Purchaser any guarantee or warranty which it may enjoy, whether under its building contract which it has with its building contractor of the Building, or any other basis. To the extent that such guarantees or warranties relate to the

Purchaser	Co-Purchaser / Spouse	Witness 1	Witness 2
Seller		Witness 1	Witness 2
Agent		Witness 1	Witness 2

Property, the Seller hereby cedes all its rights in respect thereof to the Purchaser and/or the Body Corporate.

- 9.5 The Seller shall, prior to the commencement of construction of the buildings in the Scheme ensure that the building project on the Land is enrolled, as required in terms of Section 14 of HCPM Act.
- 9.6 **The Purchaser shall not have any claim of any nature against the Seller for any loss, damage or injury which the Purchaser, his/her/its agents and/or invitees may directly or indirectly suffer by reason of any latent or patent defects in the Property or any part thereof being in a defective condition or state of disrepair or arising out of *vis major* or *casus fortuitus* or any other cause either wholly or partly beyond the Seller's control or arising out of any act or omission by any other purchaser of a Section.**
- 9.7 All warranties and undertakings hereby given to the Purchaser in terms of the Agreement are personal to the Purchaser and cannot be alienated or disposed of by the Purchaser in any way.
- 9.8 **The Purchaser shall not be entitled to withhold, set-off or retain any amounts owing by the Purchaser to the Seller nor shall the Purchaser be entitled to withhold or abate payment of any amount due to the Seller in terms of the Agreement, regardless of whether any defects as identified herein have not yet been rectified.**
- 9.9 **The Purchaser acknowledges that the Seller will not be responsible for any defects arising from work or variations done to the Section by the Purchaser or his/her/its representatives, agents or employees.**

**10 UNDERTAKINGS AND WARRANTIES BY THE SELLER**

- 10.1 The Seller shall take all reasonable steps necessary to procure:
  - 10.1.1 the registration of the Sectional Plan and the opening of the Register as soon as possible after the Signature Date; an
  - 10.1.2 the registration of transfer of the Property into the name of the Purchaser, as soon as reasonably possible after the Completion Date.
- 10.2 The Seller furthermore undertakes and warrants that it will construct and complete the Scheme, the Units, the Sections and the Building substantially in accordance with the Plans read with the Specifications, provided only that if any items in the Specifications are not available, the Seller shall be entitled to substitute such items with items of similar standard and quality. Any dispute

between the parties regarding standard and quality shall be decided by the Architect, acting as an expert, whose decision shall be final and binding on the parties.

**11 CONDITIONS OF TITLE**

**The Purchaser acknowledges that the Property is sold subject to the Rules and all conditions, restrictions and servitudes benefiting or burdening it and the Land, whether existing or hereinafter imposed by any competent authority or by the Seller.**

**12 PROVISIONS APPLICABLE PENDING TRANSFER AND CESSION**

- 12.1 **Upon the Purchaser taking occupation of the Property and pending transfer and cession, save insofar as may be inconsistent with the provisions of the Agreement, the provisions of section 13(1) of the STSMA shall apply from the Completion Date.**
- 12.2 **The other provisions of the Act, the STSMA and the provisions of the Rules, insofar as they cast a duty upon the owner or occupier of a Section, shall bind the Purchaser and be enforceable by the Seller as if the Purchaser was the owner of the Section.**

**13 BODY CORPORATE**

**The Purchaser acknowledges that on the Transfer Date he/she/it will automatically become a member of the Body Corporate and will be and remain bound to its rules for as long as he/she/it is a registered owner of the Property.**

**14 MANAGING AGENT**

- 14.1 **The Seller shall be entitled to appoint the first managing agent which appointment shall be valid and binding on the Body Corporate for 1 (one) year after the first general meeting of the Body Corporate.**
- 14.2 **The Purchaser gives the Seller the irrevocable power to make this appointment.**

**15 CERTIFICATE OF COMPLIANCE**

- 15.1 The Seller shall at its own cost provide the Purchaser with a written certificate, signed by a competent electrician (*who is an "registered person" within the meaning of the Electrical Installation Regulations, 2009, framed under the Machinery and Occupational Safety Act No. 85 of 1983*) in respect of the electrical wiring of the Property in which he certifies that he has inspected the wiring installation from the point of control to the point of consumption and found it reasonably safe and warrants that it complies with the

Purchaser	Co-Purchaser / Spouse	Witness 1	Witness 2
	Seller	Witness 1	Witness 2
	Agent	Witness 1	Witness 2

SABS Code of Practice for the Wiring of Premises No. 10142-1 or its successors.

15.2 The certificate mentioned in clause 15.1 shall be furnished to the Purchaser by the Seller by no later than the Transfer Date.

**16 GAS INSTALLATION (IF APPLICABLE)**

Where a gas installation is situated on the Unit and the ownership of such installation will vest in the Purchaser after the Transfer Date the Seller shall provide the Purchaser with a Certificate of Conformity issued by an authorised person registered with the Liquefied Petroleum Gas Safety Association of Southern Africa, and dated not earlier than the Signature Date, in respect of all gas installations on the Unit, as prescribed by the applicable Regulations to the Occupational Health and Safety Act, 1993, by not later than the Transfer Date.

**17 JOINT AND SEVERAL LIABILITY**

**SHOULD THIS AGREEMENT BE SIGNED BY MORE THAN ONE (1) PERSON AS PURCHASER, THE OBLIGATION AND LIABILITY OF ALL THE SAID SIGNATORIES SHALL BE JOINT AND SEVERAL.**

**18 COMPANIES, CLOSE CORPORATION AND TRUSTS**

18.1 **If the person signing the Agreement as Purchaser is acting for and on behalf of a company, close corporation or trust which is already duly formed and legally entitled to trade, then the signatory hereto warrants in respect of the company, close corporation or trust that he/she is duly authorised to sign the Agreement on its behalf and that it is in existence and duly registered with the relevant statutory authority.**

18.2 **If the Purchaser is acting for a company to be formed, then, as is provided for in Section 21 of the Companies Act of 2008, in the event of the said company not being formed, or if formed, not ratifying and adopting this Agreement within the requisite three months from formation, the Purchaser shall in his/her personal capacity be the Purchaser hereunder and shall be bound by all the terms and obligations of this Agreement. Should the company be duly formed and accordingly adopts and ratifies this Agreement, then the signatory hereto binds himself/herself as surety and co-principal debtor, jointly and severally with the company for the fulfilment of all the terms and conditions of this Agreement.**

**19 PARTICIPATION QUOTA AND RATING OF THE SECTION**

19.1 The Participation Quotas are subject to change as provided for in the Act, the STSMA and/or in the Rules of the Body Corporate and/or in the event that the floor area of any Section differs from the floor area indicated on the Plans.

19.2 The Purchaser acknowledges that the Seller may when registering the Scheme make rules under Section 10 read together with Section 11(2)(a) of the STSMA, by which a different value is attached to the vote of the owner of any Section and/or the liability of the owner of any Section to make contributions for the purposes of Section 3 of the STSMA, is modified, provided only that such differences are both fair and equitable in their effect upon all owners of Sections in the Scheme.

19.3 As at the Signature Date, no provision has been made by law for the separate rating of Sections in the Scheme as contemplated in Section 51(3) of the Act.

**20 ENTIRE AGREEMENT**

20.1 The Seller is not bound by or is not liable for any representations other than those contained in this Agreement.

20.2 No indulgence or grace on the part of the Seller shall alter the terms of this Agreement or affect the Seller's rights hereunder.

20.3 The Purchaser acknowledges that he has acquainted himself with all relevant facts that may have influenced the conclusion of the Agreement, and the Seller cannot be held liable for failing to disclose any particulars within his knowledge.

20.4 No cancellation or amendment of the conditions of the Agreement shall be valid unless it is reduced to writing and signed by all Parties.

**21 CANCELLATION CLAUSE**

21.1 **Should the Purchaser fail to :**

21.1.1 **comply punctually with any obligations on the due date; or**

21.1.2 **comply punctually with any other provision of this Agreement,**

**and should he remain in default 10 (ten) days after despatch of written notice by registered post or hand, by the Seller claiming performance of such obligation or provision, the Seller shall be entitled :**

21.1.3 **to claim the purchase price (or the balance thereof) payable in terms of the Agreement together with interest thereon at the a tempore morae rate of**

Purchaser	Co-Purchaser / Spouse	Witness 1	Witness 2
Seller		Witness 1	Witness 2
Agent		Witness 1	Witness 2

interest from the date of default, without prejudice to any claim for damages which he may have against the Purchaser, or alternatively,

21.1.4 to cancel the Agreement.

21.2 In the event of cancellation for whatever reason the Seller shall immediately be entitled to resume possession of the Property and to eject from the Property the Purchaser and / or all persons occupying through him.

21.3 Should the sale be cancelled for whatever reason, the Seller shall be entitled to retain all payments made in terms hereof, which payments shall be forfeited by the Purchaser as pre-estimated liquidated damages suffered by the Seller. Alternatively the Seller may claim compensation for damages instead of the liquidated damages mentioned above.

21.4 In the event of the Seller instituting action against the Purchaser, including demands, the Seller shall be entitled to claim costs on an attorney and client basis and collection commission of 10% (*ten percent*) of the amount claimed (*if any amount is claimed*) from the Purchaser.

21.5 Notwithstanding any provision referred to above, or elsewhere in these Terms of Sale, once transfer of the Property has occurred and the Purchaser is the registered owner, the Seller shall not be entitled to cancel the Agreement in any circumstances whatsoever. To the extent that the Seller may have any rights and/or claims against the Purchaser it shall be entitled to all remedies allowed at law other than cancellation.

**22 JURISDICTION**

The parties hereby consent to the jurisdiction of the High Court for any action directly or indirectly arising from this Agreement.

**23 NOTICES AND DOMICILIA**

23.1 The Parties choose as their respective *domicilia citandi et executandi* for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this Agreement, the addresses and telefax numbers stated in the Sale Agreement, provided that a party may change its *domicilium* to any other physical address or telefax number by written notice to the other parties to that effect. Such change of address will be effective 5 (*five*) business days after receipt of the notice of the change of *domicilium*.

23.2 All notices to be given in terms of this Agreement will be in writing and will –

23.2.1 if delivered by hand during business hours, be rebuttably presumed to have been received on the date of delivery; any notice delivered after business hours or on a day which is not a business day will be rebuttably presumed to have been received on the following business day; and

23.2.2 if sent by telefax during business hours, be rebuttably presumed to have been received on the date of successful transmission of the telefax; any telefax sent after business hours or on a day which is not a business day will rebuttably be presumed to have been received on the following business day.

23.3 Any notice in terms of the Agreement shall only be validly given if in written or printed paper based form. For the avoidance of doubt, where any provision of the Agreement requires any Party to perform any act in writing, this requirement will only be satisfied if such performance is made in a written or printed paper base form. The provisions of the Electronic Communications and Transactions Act, No. 25 of 2002, in this regard are expressly excluded from this Agreement, and data messages (*as defined in that Act*) are excluded as a valid form of notice in terms hereof.

23.4 Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause 24.

**24 GENERAL**

24.1 Until the full Purchase Price, interest and all moneys payable in terms hereof have been paid, the Purchaser shall not be entitled in any way to alienate, pledge, cede or deal with his rights and interest under the Agreement, to re-sell or to let the Property or any part thereof without the prior written consent of the Seller having been obtained.

24.2 The Seller may cede or otherwise dispose of his rights and obligations in terms of the Agreement at any time.

24.3 The Purchaser acknowledges that he / she is aware of his / her rights in terms of Section 29A of the Alienation of Land Act, 1981 (*Act 68/1981*) to either revoke this offer or to terminate this Agreement within 5 (*five*) days as defined in the Act.

Purchaser	Co-Purchaser / Spouse	Witness 1	Witness 2
Seller		Witness 1	Witness 2
Agent		Witness 1	Witness 2

25 **CONTRIBUTION TO COSTS**

- 25.1 The Purchaser shall be liable for a monthly contribution to costs in an amount equal to the estimated levies, as recorded in clause 4.7.1 of the Sale Agreement, for the period from the Completion Date until the Transfer Date. This contribution shall be paid to the Seller upon demand.
- 25.2 It is recorded that the abovementioned contribution to costs shall be applied towards the operating costs of the Building and/or the Scheme for the period until the Transfer Date.
- 25.3 Any residual amounts (*after the operating costs have been settled*) on Transfer shall be paid to the Body Corporate

26 **OFFER**

- 26.1 The Purchaser acknowledges that his/her/its signature hereto constitutes an offer by the Purchaser to purchase the Property on the terms and conditions as set out herein, which offer shall remain irrevocable for 10 (*ten*) business days after the date upon which this offer was signed by the Purchaser and available for acceptance by the Seller at any time prior thereto.
- 26.2 Notification of acceptance of this offer must be given by/on behalf of the Seller to the Purchaser at the Purchaser's domicilium address or sent to the Purchaser by e-mail or facsimile.

**ADDENDUM TO**

Purchaser	Co-Purchaser / Spouse	Witness 1	Witness 2
Seller		Witness 1	Witness 2
Agent		Witness 1	Witness 2

## SALE AGREEMENT

### 1. INTERPRETATION

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

- 1.1 **“Contractor”** means the Company appointed to attend the construction of the Development.
- 1.2 **“Seller”** means the Seller as defined in the Main Agreement;
- 1.2 **“Purchaser”** means the Purchaser as defined in the Main Agreement;
- 1.4 **“Main Agreement”** means the Agreement of Sale entered into between the Seller and the Purchaser on ..... at.....for the sale of the Property to which this addendum is annexed;
- 1.5 **“Property”** means the section/s and exclusive use area (if applicable) acquired by the Purchaser from the Seller in terms of the Main Agreement;
- 1.6 the singular shall include the plural and *vice versa* and words importing one gender shall include the other genders;
- 1.7 headings to clauses are for reference purposes only and are not be used in the interpretation thereof.

### 2. PRE-AMBLE

- 2.1 The Seller and the Purchaser entered into the Main Agreement for the sale of the Property on the terms and conditions more fully set out therein;
- 2.2 The Seller and the Purchaser have agreed to amplify the terms of the Main Agreement as set out hereunder, which agreement the parties require to be reduced to writing.

### 3. CONTRACTOR

Purchaser	Co-Purchaser / Spouse	Witness 1	Witness 2
Seller		Witness 1	Witness 2
Agent		Witness 1	Witness 2



- 3.1 The parties acknowledge and agree that the construction of the Property will be carried out by the Contractor and, as such, the Contractor will be a party to the Main Agreement only for the purpose of providing the express warranties contemplated in clause 4 of this addendum and for no other purpose.
- 3.2 For the purpose of this Agreement, the Contractor chooses as its address and as its *domicilium citandi et executandi*, to be the following the address: 9 Papegaaï St, Stellenbosch Central, Stellenbosch, 7600.

**4. HOUSING CONSUMERS PROTECTION MEASURES ACT, 1998**

- 4.1 The Seller and the Contractor respectively warrant and agree that they are registered as home builders with the National Home Builders Registration Council as contemplated by the provisions of the Housing Consumers Protection Measures Act No 95 of 1998 (“the Act”).
- 4.2 The Seller and the Contractor further warrant and agree that they will be bound by and comply with the provisions of the Act to the extent that the Act is of application to either or both of them.

**5. GENERAL**

All the terms and conditions of the Main Agreement not amended or amplified by this Addendum shall remain in force between the Parties.

SIGNED at .....on the ..... day of .....2022

AS WITNESSES:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

For: **Seller**

SIGNED at ..... on the ..... day of ..... 2022

AS WITNESSES:

1. \_\_\_\_\_ **For: Witness**

Purchaser	Co-Purchaser / Spouse	Witness 1	Witness 2
Seller		Witness 1	Witness 2
Agent		Witness 1	Witness 2

2. \_\_\_\_\_  
**For: Witness** **For: Purchaser**

SIGNED at ..... on the ..... day of ..... 2022

AS WITNESSES:

1. \_\_\_\_\_  
 2. \_\_\_\_\_  
**For: Contractor**

SIGNED at ..... on the ..... day of ..... 2022

Purchaser	Co-Purchaser / Spouse	Witness 1	Witness 2
Seller		Witness 1	Witness 2
Agent		Witness 1	Witness 2