

SECTION/UNIT NO:

SALE AGREEMENT

between

BALLITOVILLE DEVELOPMENT TRUST

Registration Number IT000060/2018(D)

("Seller")

and

("Purchaser")

and

("Co-Purchaser – if married in community of property")

SCHEDULE

A.	Section Number			Flat Number	
B.	Extent of Section				
C.	Exclusive Use Parking Area	Parking Bay No.		Parking Extent	Bay
	Additional Parking Area	Parking Bay No		Parking Extent	Bay
	Exclusive Use Garden Area	Garden Area No		Garden Extent	Area
D.	Unit Price				R
	Additional Parking Area Price				R
	Total Purchase Price				R
E.	Payment	(a) Deposit			R
		(b) Further Deposit			R
		(c) Guarantee			R
F.	Loan				R
G.	Purchaser's Address	(a) Physical Address			
		(b) Postal Address			
		(c) Email Address			
		(d) Telephone No. (work)			
		(e) Telephone No. (home)			
H.	Marital Status of Purchaser, if applicable				
I.	Occupation Date	ON REGISTRATION or date as agreed to between parties in writing			
J.	Estimated Monthly Body Corporate Levy	R10.00 per square metre.			
K.	Anticipated Occupational Interest (If applicable)	Per clause 8			
L.	Conveyancer's Trust Account Details	Cox Yeats Trust Account, Standard Bank Kingsmead Branch, Branch Code : 040026, Account No. 050113682, Ref: Name and unit number			
M.	Purchaser's Bank Account Details	Account Name :			
		Bank:			
		Branch Code:			
		Account Number:			

IT IS AGREED:

1.

Definitions

- 1.1 Reference to the plural includes the singular and vice versa, unless inconsistent with the context.
- 1.2 The clause headings in this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.3 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the agreement, notwithstanding that it is only contained in the interpretation clause.
- 1.4 If any period is referred to in this agreement by way of reference to a number of Days, the Days shall be reckoned exclusively of the first and inclusively of the last Day unless the last Day falls on a Saturday, Sunday or public holiday, in which case the last Day shall be the next succeeding Day which is not a Saturday, Sunday or public holiday.
- 1.5 In this agreement, unless inconsistent with the context, the following expressions shall have the meanings set forth against them:
 - (a) "Agent" means the selling agent appointed by the Seller to market and sell the units in the Development Scheme on behalf of the Seller.
 - (b) "Architect" means the architect to be appointed by the Seller.
 - (c) "Association" means the Bogmore Services Park Owners Association.
 - (d) "Association Levy" means the levy or contribution payable by the Purchaser to the Association, in terms of the provisions of the Constitution.
 - (e) "Association Rules" means any rules prescribed by the Association from time to time in terms of the Constitution.
 - (f) "Bank" means either Grindrod Bank Limited or Investec Bank Limited or Nedbank Limited or Standard Bank of South Africa Limited or FirstRand Bank Limited.

- (g) "Body Corporate" means the Body Corporate of Ballito Groves.
- (h) "Body Corporate Levy" means the levy payable by the Purchaser to the Body Corporate, the current levy being set out in J of the Schedule.
- (i) "Body Corporate Rules" means the Management and Conduct Rules applicable to the Development Scheme, as amended. A copy of the Conduct Rules is included in the Documents Schedule.
- (j) "Building Contractor" means the building contractor appointed by the Seller to erect the Buildings on the Land on behalf of the Seller.
- (k) "Buildings" means the buildings erected on the Land.
- (l) "Business Day" means any Day other than a Saturday, Sunday or public holiday.
- (m) "Chief Ombud" means chief ombud as defined in section 1 of the Community Schemes Ombud Service Act 2011.
- (n) "Completion Date" means the Day a certificate of practical completion in respect of the Unit, or the portion of the Buildings in which the Unit is situated, was issued by the Architect to the effect that the Unit had been sufficiently completed for occupation.
- (o) "Constitution" means the Constitution of Association, as amended by the Association from time to time. A copy of the Constitution is included in the Documents Schedule.
- (p) "Conveyancers" means Cox Yeats Attorneys (reference T Vilakazi), 8th Floor, Ncondo Chambers, 45 Vuna Close, Umhlanga, e-mail: tvilakazi@coxyeats.co.za, Telephone 031-5368500.
- (q) "Conveyancer's Trust Account" means the bank account referred to in item L of the Schedule.
- (r) "CPA" means the Consumer Protection Act No. 68 of 2008.
- (s) "Day" means a calendar day and includes a Saturday, a Sunday and a public holiday.

- (t) "Development Scheme" means the sectional title scheme registered over the Land in accordance with the provisions of the STA and the STSMA in respect of the Land and Buildings and known as Ballito Groves.
- (u) "Documents Schedule" means the schedule of documents attached reflecting the documents which will be delivered to the Purchaser on the Signature Date in hard copy or electronic format.
- (v) "Direct Marketing" means the Seller or the Agent first approached the Purchaser either in person, by ordinary mail or by electronic communication such as via an sms or e-mail with an offer to sell the Unit.
- (w) "Electrical Installation Regulations" means the Electrical Installation Regulations, 2009 promulgated in terms of the Occupational Health & Safety Act No. 85 of 1993.
- (x) "Estate" means Bogmore Services Park.
- (y) "Exclusive Use Areas" means the exclusive use areas comprising the parking bay and/or garden area referred to in C of the Schedule, being a portion of the common property of the Development Scheme as depicted on the Exclusive Use Plan and which will be allocated for the exclusive use of the Purchaser in terms of the Body Corporate Rules.
- (z) "Exclusive Use Plan" means the plan depicting the layout of the Exclusive Use Areas in the Development Scheme, which is to be annexed to the Body Corporate Rules.
- (aa) "FICA" means the Financial Intelligence Centre Act No. 38 of 2001.
- (bb) "Homebuilders Act" means the Housing Consumers Protection Measures Act No.95 of 1998 as amended.
- (cc) "Land" means the immovable property described as:

Erf 4057 Ballitoville, Registration Division FU, Province of KwaZulu-Natal, in extent 3,2017 (Three comma Two Zero One Seven) hectares;
- (dd) "Loan" means a bank loan for the sum referred to in F of the Schedule required by the Purchaser to purchase the Unit.
- (ee) "LPA" means the Legal Practice Act, 28 of 2014.

- (ff) "Managing Agent" means the property managing agent appointed to manage the Development Scheme.
- (gg) "Mortgage Originator" means the mortgage originator appointed by the Seller in respect of the Development Scheme.
- (hh) "Municipality" means the KwaDukuza Municipality.
- (ii) "Occupation Date" means the date set out in I of the Schedule.
- (jj) "Parties" means the parties to this agreement.
- (kk) "POPI Act" means Protection of Personal Information Act No. 4 of 2013.
- (ll) "Purchaser" includes the Purchaser's heirs, executors, trustees or assigns and successors in title and includes a Co-Purchaser.
- (mm) "SARS" means the South African Revenue Services.
- (nn) "Savings Account" means a separate trust savings account opened in the name of the Purchaser with a Bank in terms of Section 86 of the LPA.
- (oo) "Schedule" means the schedule to which this agreement is annexed.
- (pp) "Section" means the section referred to in A of the Schedule and forming part of the Unit.
- (qq) "Sectional Plan" means the approved Sectional Plan number SS196/2020.
- (rr) "Seller" means Ballitoville Development Trust, Registration Number IT000060/2018(D), its successors in title or assigns.
- (ss) "Signature Date" means the last date of signature hereto by one of the parties.
- (tt) "STA" means the Sectional Titles Act No. 95 of 1986 (as amended) and regulations made in terms of that Act.
- (uu) "STSMA" means the Sectional Titles Schemes Management Act No 8 of 2011.
- (vv) "Transfer Date" means the date upon which transfer of the Unit into the name of the Purchaser is registered in the Deeds Office.

(ww) "Trustees" means the trustees of the Body Corporate.

(xx) "Unit" means the Section and the Exclusive Use Areas.

(yy) "Vat" means Value Added Tax in accordance with the provisions of the Value Added Tax Act of 1991.

1.6 Words and expressions used shall bear the meaning assigned to them in the STA or STSMA.

1.7 Words importing the masculine gender shall incorporate the feminine and neuter genders and vice versa.

2.

Recordal

2.1 The Seller has erected the Buildings together with Exclusive Use Areas on the Land.

2.2 The Seller has in terms of the provisions of the STA and the STSMA, opened a Sectional Title Register in respect of such Buildings.

2.3 The Purchaser wishes to purchase from the Seller the Unit.

3.

Sale

The Seller hereby sells to the Purchaser, who hereby purchases the Unit comprising:

3.1 The Section number stated in A of the Schedule to be shown and more fully described on the Sectional Plan known as Ballito Groves, situate in Ballitoville in the KwaDukuza Municipality of which section the floor area will be approximately the extent referred to in B of the Schedule;

3.2 An undivided share in the common property of the land and Buildings to be shown and more fully described on the said Sectional Plan apportioned to the Section in accordance with the participation quota of the Section as specified on a schedule annexed to the sheets of the Sectional Plan;

together with the Exclusive Use Area/s recorded in C of the Schedule.

4.

Purchase Price

4.1 The purchase price of the Unit inclusive of Vat is the sum referred to in D of the Schedule, which sum shall be payable in cash on the Transfer Date and which sum shall be secured pending the Transfer Date in the following manner:

(a) The cash deposit referred to in E(a) of the Schedule shall be payable to the Conveyancers Trust Account within 7 (seven) Days of the Signature Date to be held in trust by the Conveyancers who are authorised to invest the deposit in a Savings Account, the interest to accrue to the Purchaser, less the nominal fee charged by the Conveyancers;

(b) The further deposit referred to in E(b) of the Schedule shall be payable to the Conveyancers Trust Account within 10 (ten) Days of the grant to the Purchaser of the Loan or such extended date that the Seller may allow in writing, to be held in trust in the same manner as provided for in clause 4.1(a).

(c) A Bank guarantee for the sum referred to in E(c) of the Schedule, drawn in a manner acceptable to the Conveyancers and expressed to be payable on the Transfer Date, which guarantee shall be delivered to the Conveyancers within 14 (fourteen) Days of request being made therefor;

4.2 All payments are to be made in South African currency and free of bank charges and other expenses. The Purchaser acknowledges that the Conveyancers will not be entitled to invest the deposit in a Savings Account until the Purchaser has provided the Conveyancers with all documents required by the Conveyancers in terms of FICA, details of which will be set out in the FICA Documents Schedule annexed hereto.

Initial

4.3 The Purchaser acknowledges that payment of the deposit referred to in clause 4.1(a) is a suspensive condition and should payment not be made within the 7 (seven) Day period or within such extended period as may be agreed to by the Seller, in its sole discretion, the Seller shall be entitled to declare this agreement to be null and void and of no further force or effect.

Initial

5.

Investment Mandate

5.1 The Purchaser hereby confirms that the Conveyancers are authorised to invest the money or moneys deposited with the Conveyancers into a Savings Account.

- 5.2 The investment is subject to the payment or payments made to Conveyancers being unconditionally credited to the Conveyancers Trust Account and not being reversed.
- 5.3 The investment shall be on a temporary basis pending the transfer of the Property or the earlier termination of this transaction. The Conveyancers shall have exclusive control of the moneys in the Savings Account and shall, upon completion or termination of the transaction, account to the Purchaser for the interest earned less the cost of administering the investment which amounts to approximately 6% of the interest earned plus Vat, and less any deductions prescribed by the LPA, the prescribed deduction currently being 5% of the interest earned. Any refund of moneys to the Purchaser will include the accrued interest thereon.
- 5.4 The Purchaser acknowledges, as required by the KwaZulu-Natal Provincial Legal Practice Council, that while the funds are so invested, the funds are not protected against a possible liquidation of the Bank. Initial
- 5.5 The Purchaser further acknowledges that the Conveyancers are not able to place the funds into a Savings Account until supplied with all the prescribed FICA documents applicable to the Purchaser. If requested by the Conveyancers, the Purchaser undertakes to sign the declaration required in terms of the Foreign Account Tax Compliance Act ("FATCA"). Initial
- 5.6 Should the funds invested in a Savings Account be required by the Conveyancers to procure the issue of a guarantee by the Bank in favour of a third party, the Purchaser expressly consents to the issue of a guarantee by the Bank against a pledge of the invested funds to secure payment by the Purchaser of the purchase price due to the Seller and to the Seller's bondholder, payment to be effected on the Date of Transfer. The Purchaser hereby pledges and cedes the Purchaser's right title and interest in and to the funds to the Bank.

6.

Loan

- 6.1 This sale is subject to and conditional upon the Purchaser obtaining the Loan within 21 (Twenty One) Days of the Signature Date and the Purchaser furnishing written proof thereof to the Seller within the 21 (Twenty One) Day period, or within such extended period as the Seller, in its sole discretion, may in writing determine.

6.2 The Purchaser undertakes forthwith to apply for the Loan and to use the Purchaser's best endeavours to procure the Loan. The Purchaser agrees to use the Mortgage Originator to apply for the Loan and shall, within 5 (Five) Days of request by the Mortgage Originator, supply the Mortgage Originator with all necessary information and all applicable documents requested by the Mortgage Originator.

Initial

6.3 The Purchaser shall be obliged to accept a Loan procured by the Seller, or the Agent or Mortgage Originator on behalf of the Purchaser, provided the Loan is granted upon terms and conditions not more onerous than those stipulated for by banks which grant residential loans against the security of the registration of a first mortgage bond against the title deeds of a unit.

Initial

6.4 Should the Purchaser fail to obtain the Loan within the aforesaid period, or within such extended period as may be agreed to by the Seller, in its sole discretion, the Seller shall be entitled to declare this agreement to be null and void and of no further force or effect.

6.5 Should a Loan be granted to the Purchaser for a sum less than the sum recorded in F of the Schedule, the Purchaser shall be entitled to accept the Loan provided the Purchaser forthwith makes payment into the Conveyancer's Trust Account of a sum equal to the difference between the amount of the Loan granted to the Purchaser and the purchase price.

6.6 The parties shall endeavour to procure that the preparation and registration of the mortgage bond to secure the Loan is attended to by the Conveyancers.

6.7 Should the Loan granted to the Purchaser be equal to 100% of the purchase price, the Conveyancers nonetheless shall continue to hold the deposit in trust until the Transfer Date.

7.

Possession and Occupation

7.1 Provided the Purchaser has paid the deposit, secured payment of the balance of the purchase price to the satisfaction of the Seller and signed all transfer and mortgage bond documents if requested to do so, the Seller shall give possession and occupation of the Unit to the Purchaser on the Occupation Date.

7.2 From the Occupation Date:

(a) All risk and profit or loss in the Unit shall pass to the Purchaser;

- (b) The Purchaser shall be entitled to any income earned from the Unit;
- (c) The Purchaser shall be liable for and shall pay:
 - (i) **the Body Corporate Levy due to the Body Corporate;**
 - (ii) **the rates due to the Municipality;**
 - (iii) **The Association Levy due to the Association;**
 - (iv) **utility charges and all other expenses pertaining to the Unit.**
- (d) The Purchaser shall keep and maintain the Unit in a good, clean order and condition.

Initial

7.3 The Purchaser acknowledges that on the Occupation Date the Development Scheme may be incomplete and the Purchaser and every person claiming occupation and use of the Unit through the Purchaser may suffer inconvenience from building operations and from noise and dust resulting therefrom. The Purchaser shall have no claim whatsoever against the Seller or the Seller by reason of such inconvenience.

Initial

7.4 The Purchaser waives all claims against the Seller for any loss or damage to property or any injury to person which the Purchaser may sustain in or about the Land and indemnifies the Seller against any claim that may be made against the Seller by a member of the Purchaser's family or any tenant, nominee, invitee or other person who occupies the Unit or Exclusive Use Areas or goes onto the Land by virtue of the Purchaser's right thereto, for any loss or damage to property or injury to persons suffered in or about the Unit or the Land.

Initial

7.5 Pending the Transfer Date, the Purchaser shall not make any structural alterations or additions to the interior or exterior of the Unit without the prior written consent of the Seller.

8.

Occupational Interest

8.1 If the Purchaser obtains occupation of the Unit prior to the Transfer Date the Purchaser shall be liable for and shall pay to the Seller occupational interest for the period from the Occupation Date to the Transfer Date.

8.2 The occupational interest shall be calculated on the purchase price, at a rate equal to the prime rate of interest levied by Investec Bank Limited from time to time and which interest shall be calculated and be payable for the period from the Occupation Date to the last Day of the month in which the Occupation Date occurs and thereafter on the first Day of each and every month until the Transfer Date.

8.3 The interest shall be payable to the Seller or its agent monthly in advance at the offices of the Seller or its agent alternatively it shall be paid into the Conveyancer's Trust Account.

9.

Participation Quota and Levy

9.1 Each unit carries with it an undivided share in the common property equal to the participation quota of the Section as depicted on the schedule which is one of the sheets of the Sectional Plan. The owner of each unit has an obligation to contribute towards the expenses of the Land and Buildings in accordance with the participation quota.

Initial

9.2 The monthly Levy payable by the Purchaser in respect of the Unit from the Occupation Date is set out in J of the Schedule.

9.3 If the Occupation Date is prior to the Transfer Date and is not the first Day of a month,
(a) the Purchaser shall pay a proportionate share of the Levy due for that month.
(b) Should the Seller be obliged to pay municipal rates for the remainder of the rate year occurring after the Transfer Date, the Purchaser shall, on request and prior to the Transfer Date, refund the Seller a pro rata share of such rates.

9.4 The Purchaser acknowledges that the monthly Body Corporate Levy will include levies payable to the Community Schemes Ombud Service and provision for the maintenance, repair and replacement plan for the common property including major capital items expected to require maintenance, repair and replacement within the next 10 (ten) years as required by rule 22 of the prescribed management rules.

Initial

10.

Construction of Buildings

10.1 The Purchaser acknowledges that the driveway, parking bays and common facilities on the Land may not have been completed by the Occupation Date.

Initial

10.2 The construction of the Buildings complies with all controls and requirements of the Municipality.

11.

Homebuilders Act

11.1 The Seller warrants that the Building Contractor is registered as a home builder in terms of the Homebuilder's Act and that the Unit being a dwelling has been enrolled with the National Home Builders Registration Council (NHBRC) in terms of Section 14 (1) of the Homebuilder's Act.

11.2 The Seller warrants in terms of Section 13 (2) (a) of the Homebuilder's Act that the dwelling was constructed in a workmanlike manner, is fit for habitation and was constructed in accordance with the NHBRC technical requirements.

11.3 As required by Section 13(2)(b) of the said act and if required by the Purchaser, the Seller will cede to the Purchaser its rights of action against the Building Contractor in respect of the Unit in terms of which the Building Contractor will be obliged:

- (a) to rectify non-compliance with or deviation from the terms of this agreement, the plans or specification or any deficiency related to design, workmanship or material notified to the Seller within a period of 3 (three) months from the Completion Date; and
- (b) to repair roof leaks attributable to workmanship, design or materials occurring and notified to the Seller within a period of 12 (twelve) months from the Completion Date;
- (c) upon demand by the Purchaser to rectify major structural defects in the dwelling caused by non-compliance with the NHBRC technical requirements and which occur within a period of 5 (five) years from the Completion Date provided such defects are notified to the Building Contractor within that period;

subject always to the limitations prescribed by Regulation 14 to the Homebuilders Act.

11.4 The liability of the Seller or the Building Contractor, as the case may be, in respect of any defect shall be limited to making good the defect during normal working hours within a reasonable time of receiving notice thereof. The Purchaser will have no claim for any consequential damages.

- 11.5 The Seller and the Building Contractor shall not be liable for defects caused by normal shrinkage or expansion of materials or due to fair wear and tear, misuse, negligence or abuse on the part of the Purchaser.
- 11.6 Should there be any dispute on whether the Building Contractor has repaired or rectified any defects, the dispute shall be referred to the Architect, whose decision on the matter shall be final and binding upon the parties.
- 11.7 The Purchaser shall not be entitled to effect any improvements or alterations to the Unit without the prior written consent of the Seller and without the prior written consent of the Trustees.

12.

Sale Voetstoets

- 12.1 **Save as provided herein, The Unit together with all improvements thereon is sold voetstoets and subject to all defects whether patent or latent and subject to all servitudes and conditions whether contained in the Sectional Plan or otherwise and subject to the Body Corporate Rules. The Purchaser acknowledges being fully acquainted with the Unit, its locality, nature and extent and the common area. The Purchaser has not relied upon any representations or warranties whatsoever.** Initial
- 12.2 **The Unit is sold and purchased subject to the servitudes and conditions of title applicable to the Land and the Purchaser is deemed to have made itself fully acquainted with all conditions of title, servitudes and township conditions applicable to the Estate, the Land and to the Unit.** Initial
- 12.3 **The Purchaser acknowledges that the Land is subject to an omnibus servitude in favour of the Association and/or the Municipality for the provision of services to the Land.** Initial
- 12.4 The Purchaser acknowledges having been provided with and having seen all the documents recorded on the Documents Schedule and the Purchaser acknowledges that the documents are all deemed to be incorporated into this Sale Agreement. Initial

13.

Transfer

13.1 The transfer and any bond registration shall be attended to by the Conveyancers or their assigns, and the Purchaser undertakes to sign the transfer and/or mortgage bond documents when called upon to do so by the Conveyancers or their assigns. Subject to clause 13.2, the Purchaser further undertakes to pay the pro forma conveyancing account of the Conveyancers or their assigns upon rendition thereof. The Seller undertakes to pay the pro forma account for the registration of the Purchaser's mortgage bond only in the event where the Seller's appointed conveyancer attends to the registration thereof. No transfer duty is payable by the Purchaser.

Initial

13.2 The Seller shall be liable to pay the cost of transferring the Unit to the Purchaser which will exclude any amounts referred to in clauses 7.2, 8, 9 and 13.5 for which the Purchaser shall be liable. The Seller shall further be liable to pay the costs of registration of any first ranking mortgage bond required to be registered in terms of the Loan. Any bank initiation fee levied by the Purchaser's bank excluded. The Purchaser undertakes to pay the pro forma conveyancing account of the Conveyancers, incorporating any amounts due by the Purchaser in terms of clauses 7.2, 8, 9 and 13.5, upon rendition thereof. In the event where the Purchaser is unable to sign at the offices of the Conveyancers or their assigns, the Purchaser will be liable for any correspondent attorney and/or courier costs payable to sign at the offices of alternative attorneys.

Initial

13.3 To facilitate compliance with FICA, the Purchaser undertakes, on request, to supply the Agent for and on behalf of the Conveyancers with all necessary information and all applicable documents referred to in the FICA Document Schedule annexed to this agreement. If this sale was not concluded with the assistance of an Agent, the Purchaser shall supply the FICA documents directly to the Conveyancers.

Initial

13.4 The Purchaser warrants that the Income Tax returns the Purchaser is obliged to submit to SARS have been duly submitted and all Income Tax due to SARS has been paid. Should SARS withhold the issue of a transfer duty exemption receipt because the Purchaser's affairs are not in order, that occurrence shall amount to a breach of the terms of this agreement. Should the sale be cancelled pursuant to such breach, the Purchaser shall be liable for and shall pay all wasted costs incurred in the preparation of transfer and mortgage bond documents.

Initial

13.5 The Conveyancers owe a duty of care to both the Seller and the Purchaser and will use their best endeavours to protect the interests of both. However, the Conveyancers are also the Seller's attorneys. If a dispute arises between the Seller and the Purchaser, the Seller's attorneys, if requested by the Seller, will act for the Seller against the Purchaser. In such event the Purchaser should seek independent advice.

13.6 The Conveyancers will be required to obtain rates and levy clearance certificates for each unit as well as the consent of the Association. There is therefore likely to be a delay between the Purchaser obtaining occupation of the Unit on the Occupation Date and the subsequent Transfer Date.

14.

Conditions of Title and Ownership

The Unit is sold subject to:

14.1 and in accordance with the Sectional Plan and the participation quota endorsed thereon and any modifications or alterations which may be made thereto from time to time in accordance with the provisions of this agreement, the STA or the STSMA;

14.2 and entitled to the servitudes for support and for essential services referred to in the STA and the STSMA;

14.3 the conditions contained in the schedule referred to in Section 11(3)(b) of the STA;

14.4 such conditions of title the Premier, the Municipality or any other authority may impose on the Land or on the Development Scheme;

14.5 the Body Corporate Rules, as subsequently amended by the Body Corporate at the request of the Seller;

15.

Exclusive Use Areas

15.1 The Exclusive Use Areas are allocated to Purchasers in terms of Section 10(7) and (8) of the STSMA by means of an amendment to the Body Corporate Rules. The Seller will use its best endeavours to procure such amendment of the Body Corporate Rules to provide for the exclusive use allocation. **The Purchaser irrevocably undertakes to vote in favour of the amendment of the Body Corporate Rules to incorporate the Exclusive Use Plan.**

Initial

15.2 Should it be necessary for the Body Corporate Rules to be amended by the substitution of the Exclusive Use Plan or the addition of further Exclusive Use Plan, the Purchaser irrevocably undertakes to vote in favour of the amendment of the Body Corporate Rules so as to allocate additional exclusive use areas as required by the Seller.

Initial

16.

Electrical Compliance Certificate

Prior to the Transfer Date the Seller at its expense shall provide the Purchaser with a certificate of compliance issued by a registered person as defined in the Electrical Installation Regulations in accordance with the provisions of Regulation 7(1) to the effect that the electrical installations in the Unit are deemed to be reasonably safe when properly used.

17.

Body Corporate Rules

17.1 The Purchaser shall be bound by the Body Corporate Rules as amended by the Seller before the sectional title register has been opened and by the Body Corporate after the sectional title register was opened. **The Purchaser irrevocably agrees to vote for and to support any subsequent amendments to the Body Corporate Rules requested by the Seller.**

Initial

17.2 The Purchaser specifically agrees that the Seller may amend the Body Corporate Rules from time to time in order to allocate exclusive use rights over parking bays and garden areas. **The Purchaser irrevocably undertakes to vote in favour of such amendments.**

Initial

17.3 The Purchaser acknowledges having had sight of the Body Corporate Rules.

Initial

18.

Power of Attorney

18.1 The Purchaser hereby irrevocably and *in rem suam* appoints the Seller acting through its duly authorised officers as the Purchaser's duly authorised attorney and agent to represent the Purchaser at any meetings of the Body Corporate to vote for and adopt any amendments to the Body Corporate Rules which the Seller in its sole discretion may consider desirable or necessary for the Development Scheme. This agreement shall serve as a proxy in favour of the Seller.

Initial

18.2 Wherever, in this agreement, the Purchaser agrees to vote in favour of a resolution of the Body Corporate proposed by the Seller, this irrevocable Power of Attorney and proxy shall authorise and empower the Seller acting through its duly authorised representatives to vote for and on behalf of the Purchaser and to the exclusion of the Purchaser.

Initial

19.

Body Corporate

19.1 The Purchaser acknowledges that from the Transfer Date, the Purchaser will become a member of the Body Corporate. The Purchaser accepts the Unit is subject to the provisions of the STA, the STSMA and the Body Corporate Rules relating to the duties and powers of the Body Corporate, and in particular assumes liability for the Body Corporate Levy payable into the levy fund to be established for the repair, upkeep, control, management and administration of the common property and for other purposes described in the STSMA.

Initial

19.2 The Purchaser acknowledges that the Seller will appoint the Managing Agent to act for a minimum period of twelve (12) months with effect from the Completion Date. The Purchaser irrevocably undertakes to vote in favour of a resolution of the Body Corporate to confirm and ratify that appointment.

Initial

20.

Association

20.1 The main objects of the Association are those stated above and as set out in the Constitution.

20.2 The Purchaser, by the Purchaser's signature hereto:

(a) Acknowledges and confirms that the Purchaser is fully acquainted with the terms and conditions of the Constitution and the Association Rules;

Initial

(b) Agrees that the Constitution and Association Rules may, in the future, by the method provided for therein, be amended and updated;

Initial

(c) applies for membership of the Association and agrees that upon transfer of the Unit to the Purchaser, the Purchaser shall *ipso facto* be a member of the Association and bound by the Constitution and the Association Rules and shall pay the required levies to the Association in advance;

Initial

21.

Sale or Assignment

Until the Transfer Date, the Purchaser shall not be entitled to sell the Unit or Exclusive Use Areas or to sell, cede or assign the Purchaser's rights under this agreement to any third party, without the prior written consent of the Seller, which consent will be subject to the Seller approving the terms of the subsequent sale agreement and to the subsequent purchaser agreeing to be bound to the Seller in the same manner as provided for in this Agreement and provided that the subsequent purchaser gives the Seller the same proxy rights as are granted in clause 18 hereof. If required by the Seller, a condition to this effect shall be inserted in the title deeds of the Unit. The Purchaser undertakes to use the standard re-sale agreement prepared by the Conveyancers.

Initial

22.

Dispute Resolution

Should any dispute arise between the Seller and the Purchaser, either party may refer the dispute to the National Consumer Commission or to any other tribunal or court as provided for in the CPA or the matter may be referred to an alternative dispute resolution agent for investigation and resolution.

Initial

23.

Breach

23.1 Should the Purchaser breach any of the terms and conditions of this Agreement or fail to make any payment on due date and remain in breach after having received 7 (seven) Days written notice to remedy such breach, the Seller shall be entitled either:

- (a) to declare the full balance of the purchase price to be at once due, owing and payable; or
- (b) to cancel the sale.

23.2 Should the Seller cancel this sale as aforesaid, the Seller shall be entitled to retake possession and occupation of the Unit and in addition, the Seller shall be entitled either:

- (a) to declare all monies paid by the Purchaser to the Seller or to the Conveyancers, including interest earned thereon, to be forfeited to the Seller **(in which event the Purchaser hereby irrevocably and in rem suam authorises the Conveyancers to pay such monies to the Seller)** and to recover all arrear instalments and other amounts outstanding; or

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(b) to claim such damages as the Seller may have suffered, to resell the Unit and to appropriate the proceeds thereof to the claim of the Seller.

23.3 Should the Seller instruct an attorney to take any action against the Purchaser arising from any breach of the Purchaser's obligations in terms of this agreement, the Purchaser shall be liable for and shall pay all such attorney's fees, including collection charges, as between attorney and own client.

23.4 Any latitude or extension of time which may be allowed by the Seller to the Purchaser shall not be deemed to be a waiver of the Seller's rights hereunder.

24.

Domicilia

24.1 The parties hereby choose their respective *domicilia citandi et executandi*, the following addresses:

(a) Seller:

(i) Physical address: 3A Glen Eagles Park, Flanders Drive, Mount Edgecombe, 4023;

(ii) Postal address: Postnet Suite #504, Private Bag 503, Northway, 4065;

(iii) Fax Number: (031) 502 6790.

(b) Purchaser: the addresses referred to in G of the Schedule.

24.2 Either party may change the *domicilium* address on giving written notice thereof to the other party, which notice shall be delivered by hand or sent by prepaid registered post.

24.3 Any notice given to the other party's *domicilium* address shall be deemed to have been duly served if delivered by hand thereat or posted to such *domicilium* by prepaid registered post. A notice despatched by prepaid registered post shall be deemed to have been received on the fourth Day following the date of posting thereof.

24.4 A notice sent by email to the addressee at its above email address shall be deemed to have been received on the first Business Day on which a "read" receipt is received from the email address of the addressee.

25.

Jurisdiction

The parties hereby consent in terms of Section 45 of the Magistrates' Court Act of 1944 to any legal proceedings being instituted in the Magistrates' Court of any district having jurisdiction in respect of the Purchaser by virtue of the provisions of Section 28 (1) of the said Act. Notwithstanding such consent, the Seller shall have the option of instituting proceedings against the Purchaser in the High Court of South Africa.

26.

Delay in Transfer

Should transfer of the Unit be delayed through any act of or omission on the part of the Purchaser the Seller shall be entitled to send the Purchaser a letter requiring the Purchaser to pay penalty interest on the purchase price from the date of issue of the letter until the date upon which the Purchaser ceases to be *in mora*. The interest will be calculated at 2% above the prime rate of interest levied by Investec Bank Limited from time to time.

27.

Joint and Several

Should there be more than one purchaser or a co-purchaser, the obligations of the purchasers in terms of this agreement shall be joint and several. The term Purchaser includes a Co-Purchaser.

28.

Language

The Purchaser acknowledges being fluent in and understanding the English language.

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29.

Representations

The Purchaser acknowledges not having relied upon any representations or warranties given by any person other than those contained in this agreement.

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30.

Severability

This agreement endeavours to incorporate the Purchaser's consumer rights as provided for in the CPA. Should any clause in this agreement be found to be unenforceable, illegal or void it shall be severed from this agreement as being of no force or effect while the remaining terms of this

agreement shall continue to be of full force and effect.

31.

Cooling Off Period

31.1 If this agreement is entered into as a result of Direct Marketing, the Purchaser may within 5 (five) Business Days of the Signature Date cancel this agreement by giving written notice thereof to the Seller. Thereafter neither the Seller nor the Purchaser shall have any further claim against the other.

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31.2 The Purchaser records that the Purchaser was introduced to the Development Scheme by Direct Marketing
or
The Purchaser records that the Purchaser was not introduced to the Development Scheme by Direct Marketing but instead learnt of the Development Scheme through an agent, an advertisement or upon the recommendation of a third party.
(delete whichever is not applicable)

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32.

Authority

The signatories to this agreement warrant that they are duly authorised to sign this agreement on behalf of the Seller and the Purchaser respectively.

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33.

Whole Agreement

This agreement constitutes the entire contract between the parties and no variation or addition shall be of any force or effect unless reduced to writing and signed by the Seller and the Purchaser.

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34.

Consent in Terms of POPI Act

The Purchaser:

34.1 acknowledges that the Seller, the Seller's Conveyancers, the Developer and the Association will collect the Purchaser's personal information, including but not limited to name(s), identity numbers, registration numbers, birth dates, email addresses, physical addresses, postal addresses, telephonic numbers, geographic locations and other correspondences which may be private and/or confidential;

- 34.2 acknowledges that the Seller, the Developer and the Association will use the personal information for the purposes of use in all matters pertaining to the Purchaser as a resident in the Estate;
- 34.3 acknowledges that the Seller's Conveyancers will use the Purchaser's personal information for the purposes of effecting transfer of the Unit to the Purchaser;
- 34.4 consents to the Seller, the Seller's Conveyancers, the Developer and the Association processing the Purchaser's personal information, including but not limited to collecting, recording, organising, disseminating and making the personal information available for the uses set out in clauses 34.2 and 34.3 above;
- 34.5 consents to the Seller, the Seller's Conveyancers, the Developer and the Association collecting the Purchaser's aforementioned personal information directly from the Purchaser and from any other source;
- 34.6 consents to the Seller, the Seller's Conveyancers, the Developer and the Association retaining records of the Purchaser's aforementioned personal information for so long as they, in their sole discretion, deem it necessary to do so;
- 34.7 accepts the contents of this consent as adequate notification of the collection and processing of the Purchaser's aforementioned personal information by the Seller, the Seller's Conveyancers, the Developer and the Association;
- 34.8 consents to the aforementioned parties failing to provide full notification in terms of Section 18 of the POPI Act which consent is permitted in terms of Section 18(4) of the POPI Act.

DATED AT DURBAN ON THIS _____ DAY OF _____

AS WITNESSES:

1. _____

2. _____

SELLER

DATED AT _____ ON THIS _____ DAY OF _____

AS WITNESSES:

1. _____

2. _____

PURCHASER

INFORMATION FOR CONVEYANCERS

PURCHASER – NATURAL PERSONS / ENTITY REPRESENTATIVE

1. FULL NAMES: _____

2. INCOME TAX REFERENCE NO (of person or entity): _____

3. COUNTRY OF RESIDENCE: _____

If married:

4. FULL NAMES OF SPOUSE: _____

5. WHETHER MARRIED IN OR OUT OF COMMUNITY (BY ANC): _____

6. PHYSICAL ADDRESS (of person or entity) : _____

7. POSTAL ADDRESS (of person or entity): _____

8. OFFICE HOURS TELEPHONE: _____

9. FAX: _____

10. E-MAIL: _____

DOCUMENTS SCHEDULE - THE FINANCIAL INTELLIGENCE CENTRE ACT

1. NATURAL PERSON
 - (a) Copy of identity document;
 - (b) Copy of marriage certificate and Ante-Nuptial contract, if applicable;
 - (c) Copy of document reflecting residential address, such as electricity or water account or any other account addressed to residential address;
 - (d) Copy of a document issued by the South African Revenue Service on which income tax number is recorded;
 - (e) Details of nationality if not a South African citizen.

2. COMPANY
 - A. Old Company Forms
 - (a) a copy of the Certificate of Incorporation (CM1);
 - (b) certificate of change of name (CM9);
 - (c) a copy of the Notice of Registered Office and Postal Address (CM22);
 - (d) a copy of the Form CM29 (Register of Directors);
 - B. New Company Forms
 - (a) notice of incorporation (COR14.1 together with annexures A and D thereto);
 - (b) registration certificate (COR14.3);
 - (c) any amendment to the company information (COR14.3 or COR15.2)
 - (d) amendment to company information (COR21.1);
 - (e) certificate of director amendments (COR39).
 - C. Remaining Documents
 - (a) Full names of the Shareholders of company.
 - (b) Document depicting trade name and operating address of the company, such as a utility bill, Telkom account or bank statement.
 - (c) Copy of identity document of the manager and all authorised representatives of the company (the directors) and all individuals who hold 25% or more of the voting rights in the company (the shareholders) and advice as to the nationality of each.
 - (d) Copy of Vat Registration Certificate.
 - (e) Copy of document issued by the South African Revenue Service on which the company income tax number is recorded.
 - (f) Residential addresses of the manager and of the individuals who hold more than 25% of the voting rights i.e. the Directors and Shareholders.
 - (g) If a company or close corporation holds 25% or more of the voting rights, then similar information concerning the company as set out above including information on shareholders and directors or a copy of the Founding Statement if it is a close corporation and addresses of the local office and head office of the company or close corporation.

3. CLOSE CORPORATION
 - (a) Copy of Founding Statement (CK1) and any Amended Founding Statement (CK2);
 - (b) Document containing trade name and operating address of the close corporation, such as a utility bill, Telkom account or bank statement;
 - (c) Copy of identity document for each member of the close corporation and all authorised representatives and advice as to the nationality of each;
 - (d) Copy of Vat Registration Certificate;
 - (e) Copy of document issued by the South African Revenue Service on which the close corporation income tax number is recorded.

4. TRUST
 - (a) Copy of Deed of Trust;
 - (b) Copy of Letters of Authority issued by the Master of the High Court;
 - (c) Copies of identity documents in respect of founder of the trust, each trustee and each beneficiary who can be determined;
 - (d) Nationality and residential addresses of the foregoing persons;
 - (e) Copy of document issued by the South African Revenue Service on which the income tax number of the trust is recorded;
 - (f) Copy of the VAT Registration Certificate (if any);
 - (g) Copy of the death certificate if the founder of the trust has died;
 - (h) If a trustee or beneficiary is a legal person, copy of the founding document and the addresses of the registered office and local office of the legal person.

DOCUMENTS SCHEDULE

- A. Body Corporate Rules
- B. Association Constitution