

DEED OF SALE FOR UNIT IN THE BUILDING KNOWN AS  
**ARCH ROCK**, IN THE SECTIONAL TITLE DEVELOPMENT  
KNOWN AS:

**FOREST WALK**  
[PHASE 2]

ENTERED INTO BY AND BETWEEN

PROVINCIAL GOVERNMENT OF THE PROVINCE  
OF THE WESTERN CAPE  
via its Department of Transport & Public Works

Herein represented, in terms of a special power of attorney, by **CONCOR  
CONSTRUCTION (PROPRIETARY) LIMITED**  
(Seller)

and

**CONCOR CONSTRUCTION (PROPRIETARY) LIMITED**  
(Registration Number 1948/029358/07)  
(Developer)

and

\_\_\_\_\_  
\_\_\_\_\_  
(Purchaser/s)

ARCH ROCK Building in the Sectional Title Development known as FOREST WALK	UNIT / SECTION	PARKING BAY NO.	STORE ROOM NO.
IDENTIFYING <u>DOOR</u> NO.			
SECTION NO. ACCORDING TO SECTIONAL PLAN			

PHYSICAL ADDRESS OF PROPERTY: UNIT NO. \_\_\_\_\_ ARCH ROCK  
BUILDING, FOREST WALK, 35 SPINE BOULEVARD, CONRADIE PARK, CAPE TOWN



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ARCH ROCK/AVN/LAL/FINAL/2022.07.18

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CONTRACT TO BE USED WHEN THE PURCHASER IS ENTITLED TO THE PROTECTION AFFORDED CONSUMERS BY THE CONSUMER PROTECTION ACT, ACT 68 OF 2008

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## CONSUMER PROTECTION ACT NOTICE

In complying with the Consumer Protection Act, certain portions of the agreement have been printed in ***bold italics***. The reason for this is to specifically draw the Purchaser's attention to these clauses as they either:

- limit in some way the risk or liability of the Seller or any other person;
- constitute an assumption of risk or liability by the Purchaser;
- impose an obligation on the Purchaser to indemnify the Seller or any other person for some cause; or
- are acknowledgement of a fact by the Purchaser.

Kindly ensure that before signing this agreement that you have had an adequate opportunity to understand these terms. If you do not understand these terms or if you do not appreciate their effect, please ask for an explanation and do not sign the agreement until the terms have been explained to your satisfaction.

## DEFINITIONS

In this agreement, and unless the context in which the words are used require another meaning, the following words shall have the meanings as set out below:

- |     |                 |       |   |
|-----|-----------------|-------|---|
| (a) | Act             | means | the Sectional Titles Act No. 95 of 1986, together with any amendments that are in force and the regulations made in terms of the Act; |
| (b) | architect       | means | an independent architect appointed by the president of the South African Institute of Architects or his nominee;                      |
| (c) | the association | means | the Conradie Park Property Owners Association;  |

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- (d) attorneys means MILTONS MATSEMELA INC., of 48 Blaauwberg Road, Table View, 7441;
- (e) buildings means all buildings forming the development and built/to be built on the land;
- (f) common property means those portions of the land not forming part of any unit or exclusive use area;
- (g) completion date means the date which the Developer's architect certifies to be the date on which the unit is completed and ready for beneficial occupation.
- (h) contractor means CONCOR WESTERN CAPE, a division of Concor Construction [Proprietary] Limited, a private company incorporated in accordance with the laws of South Africa, with its principal place of business at 1<sup>st</sup> Floor, Liesbeeck House, River Park, Gloucester Road, Mowbray, Cape Town, 7700
- (i) defect means any material imperfection in the unit that renders it less acceptable than persons generally would be reasonably entitled to expect in the circumstances or any characteristic of the unit that renders it less useful, practicable or safe than persons generally would be reasonably entitled to expect in the circumstances.
- (j) deposit means the deposit payable by the Purchaser on signature hereof and referred to in the agreement and Schedule "A";
- (k) developer's architect means DHK ARCHITECTS, Registration Number 1998/020807/07, 6<sup>TH</sup> Floor De Waterkant Centre, 9 Somerset Road, Cape Town
- (l) the developer means CONCOR CONSTRUCTION (PTY) LIMITED, a private company incorporated in accordance with the laws of South Africa with Registration Number 1948/029358/07, and with its principal place of business at 1<sup>st</sup> Floor, Liesbeeck House, River Park, Gloucester Road, Mowbray, Cape Town, 7700

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- (m) the development means the land and the buildings built/to be built on the land (and in respect of which the Seller intends to open a Sectional Title register in the Deeds Registry at Cape Town).
- (n) the development period means the period from the date of establishment of the Association until all the land units situated on the land have been transferred from the Seller and improved, or, until the Seller notifies the said Association in writing that the Development Period has ceased, whichever event occurs first;
- (o) estate agent/s means the estate agent/s as appointed by the Developer at any given time
- (p) estimated completion date means **JANUARY 2024**
- (q) exclusive use area means the area(s) (if any) depicted as such on the plans, and listed in Schedule "A", forming part of the development and in respect of which the Purchaser shall have the sole and exclusive use and enjoyment in terms of the body corporate rules, alternatively by way of cession in terms of Section 27 of the Act;
- (r) fault means any non-material imperfection in the unit which does not amount to a defect as defined in this agreement.
- (s) LADA means the Land Availability and Development Agreement signed by the Seller and Developer on 29<sup>th</sup> October 2019
- (t) land means the land on which the development, of which the unit sold forms a part, has been or is to be developed, and being ERF 29 CONRADIE PARK.
- (u) levy means the contribution payable by the Purchaser to the body corporate as contemplated in terms of Section 3 of the New Act;
- (v) mortgage originators means the mortgage originator/s as appointed by the Seller at any given time.

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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- (w) municipal charges means the charges levied by the municipal authority for water, electricity, sewerage availability, service and administration.
- (x) New Act means the Sectional Title Schemes Management Act No. 8 of 2011;
- (y) occupational rent means the rental for the right of occupation given to the Purchaser before transfer as specified in Schedule "A" hereto;
- (z) participation quota means in relation to a unit, a decimal fraction determined in accordance with the provisions of Section 32 (1) of the Act in respect of that unit.
- (aa) plans means the architectural plans annexed hereto as Schedule "B" which show the unit in three dimensions and where the unit is positioned in the development and the exclusive use areas;
- (bb) purchase price means the total purchase price as specified in Schedule "A";
- (cc) Purchaser means the Purchaser as recorded in Schedule "A";
- (dd) restriction period means a period on 1 (ONE) year after the date of registration of any land unit in favour of a Purchaser;
- (ee) rules means the rules of the body corporate in force from time to time including any house rules;
- (ff) the schedules means the schedules annexed hereto marked "A", "B1", "B2", "C" and "D".
- (gg) Seller means PROVINCIAL GOVERNMENT OF THE PROVINCE OF THE WESTERN CAPE via its Department of Transport & Public Works, situated at 4<sup>TH</sup> Floor, 9 Dorp Street, Cape Town, 8001
- (hh) the specifications means the schedule of specifications annexed hereto and marked Schedule "C".

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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- (ii) the unit means the section/s, plus the exclusive use area/s (if any) hereby sold, forming part of the development and includes an undivided share in the common property as determined in terms of the Act and the New Act;

When the singular of any word is used this will also include the plural and the reverse shall also apply.

When the masculine gender of any word is used this shall also include the female and neuter genders and the reverse shall also apply.

When reference is made to any "person", this shall include partnerships, companies, close corporations and other legal entities, and the reverse shall also apply.

Reference to "the agreement" shall include this agreement and all of its schedules.

The titles to the paragraphs of this agreement are inserted only to make it easier to refer to them and the titles shall not affect the interpretation of any of the paragraphs to which they relate.

## 1. PREAMBLE

- 1.1 The Western Cape Government via its Department of Transport and Public Works, of 9 Dorp Street, Cape Town, Western Cape Province ("the WCG") is, in terms of the Government Immovable Asset Management Act 19 of 2007, the Custodian of ERF 112657, Cape Town, being the provincial state land ("the Land") upon which the Unit for sale is situated.
- 1.2. The WCG and the Developer concluded a Land Availability and Development Agreement ("the LADA"). In terms of the LADA, the Land upon which the Unit is situated has been made available to the Developer for the purposes of, amongst others, designing, developing, marketing and delivering residential housing units for sale.
- 1.3 The parties hereby record and acknowledge that the terms and conditions contained in this Agreement shall in no way amend or alter any of the terms, conditions or obligations as contained in the LADA.
- 1.4 The Developer, in terms of clause 15 of the LADA, has been authorised and vested with the power, by the WCG, to dispose of Units (excluding public land and social housing) to purchasers thereof and in so doing conclude the necessary Sale Agreements with the purchasers.
- 1.5 The Seller intends to apply for the approval of the development in terms of the Act and for the opening of a Sectional Title Register in respect of this development.

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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- 1.6 The Purchaser wishes to purchase a unit in the development from the Seller, who wishes to sell a unit to the Purchaser, upon the terms and conditions as recorded below.
- 1.7 The Purchaser, will, upon fulfilment of the terms of this Agreement and transfer of the unit, become the owner of the unit only and be a co-owner, along with all other owners of units, in an organisation called a body corporate, of all the common amenities, and the land not built upon, or not belonging to other owners, in the development. The Purchaser will not become the owner of freestanding property, in terms of this Agreement

**2. SALE OF UNIT**

- 2.1 The Seller, sells to the Purchaser, who purchases the unit in the development.
- 2.2 Any optional items required by the Purchaser in the unit, and the price at which the Developer shall supply these items, shall be set out in writing in Schedule "A" hereto.
- 2.3 The unit shall be built in accordance with the specifications. As will be seen from Schedule "C", the specifications provide the finishing details of the unit.
- 2.4 Because the buildings are under construction, it is possible that the specific materials or equipment listed in the specifications will not be easily available at the time that they are needed. If this happens, the Developer shall be entitled to substitute the unavailable materials or equipment, without reference to the Purchaser, with replacement materials or equipment of equal or better quality.
- 2.5 ***As long as the replacement materials or equipment are of equal or better quality, the Purchaser shall have no claim against the Seller and/or Developer for this.***

**3. PURCHASE PRICE**

The purchase price is inclusive of VAT/Transfer Duty [whichever is applicable] as listed in Schedule "A". In the event of the rate of VAT [which is currently 15%] increasing or decreasing after date of signature of this Agreement, and in the event that such increase or decrease is applicable to this Agreement, the purchase price will be increased or decreased accordingly.

**4. PAYMENT OF PURCHASE PRICE**

- 4.1 The purchase price shall be payable by the Purchaser to the Seller in the following manner:

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- 4.1.1 A deposit of the amount set out in Schedule “A” shall be paid to the attorneys in cash or by electronic funds transfer on signature of this agreement by the Purchaser. This deposit shall be held in trust by the attorneys, who shall invest same **[on receipt of all required FICA documentation]** in an interest bearing savings account, which interest shall accrue to the Purchaser.
- 4.1.2 The Purchaser hereby instructs the attorneys to invest the deposit into an interest bearing savings account with a registered bank of the attorney’s choice, in terms of Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014), with interest accruing to the Purchaser. It is in the Purchaser’s interest to invest the monies in this fashion as the interest on the attorneys’ regular trust account is not payable to the Purchaser. Although the attorneys will select one of the reputable South African banks for the investment of the deposit, ***the Purchaser acknowledges that the deposit will not be protected in the unlikely event that the bank goes insolvent (bankrupt).***
- 4.1.3 ***The Purchaser acknowledges*** that it is imperative that all payments made to the Attorneys by EFT contain the reference number of the transaction associated with this sale agreement allocated to the matter by the Attorneys and that the Attorneys are informed of such payment by email addressed to [Lesleyannl@miltons.law.za](mailto:Lesleyannl@miltons.law.za). **The Attorneys Trust Account details must be obtained from the Attorneys directly.**

**PLEASE NOTE THAT THE ATTORNEYS WILL NEVER CHANGE OR ADAPT THEIR TRUST ACCOUNT DETAILS VIA E-MAIL OR ANY OTHER ELECTRONIC FORM. PLEASE CONTACT THE ATTORNEYS FOR FORMAL VERIFICATION SHOULD YOU RECEIVE ANY CORRESPONDENCE OF SUCH A NATURE. BE VERY AWARE OF CYBERFRAUD.**

If the Purchaser fails to follow these instructions in accordance with this paragraph the Attorneys might not identify the payment and allocate it to the credit of the Purchaser and thereby cause the PURCHASER to suffer potential loss. ***The Seller and the Attorneys are hereby indemnified by the Purchaser in respect of any interest which may be lost due to non-compliance with this paragraph 4.***

- 4.1.4 The balance of the purchase price, shall be paid, to the attorneys free of exchange, at Cape Town, against tender of transfer of the unit in the name of the Purchaser.

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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4.2 All or any payments made by the Purchaser in accordance with this agreement, shall be paid to the attorneys free of exchange, at Cape Town.

**5. GUARANTEE FOR BALANCE OF PURCHASE PRICE**

- 5.1 The Purchaser shall provide the Attorneys with a bank or other guarantee, acceptable to the Attorneys, for the payment of the balance of the purchase price.
- 5.2 The said guarantee must be provided within 30 (THIRTY) calendar days of signature of this agreement or, if there are any suspensive conditions that have been included in this agreement for the benefit of the Purchaser only, within 30 (THIRTY) calendar days of fulfillment of all these suspensive conditions. The Developer may, in its sole discretion, grant to the Purchaser an extension of 14 (FOURTEEN) calendar days.
- 5.3 A bank guarantee is a letter of undertaking issued by a South African bank, against payment of their standard fee, if the Purchaser has enough money or a sufficient loan facility at the relevant bank.

**6. SUSPENSIVE CONDITION FOR THE BENEFIT OF THE SELLER**

- 6.1 ***The Purchaser acknowledges that the viability and profitability of the development is dependent on various factors including: the number of units sold “off plan” before the development is built; the Developer’s ability to raise finance from a bank; the time that it will take for all the formalities for the development to be completed and the time that it will take to build before the development is complete; and transfers can be registered. The Purchaser therefore acknowledges that the sale is conditional upon the Seller/Developer achieving pre-sales amounting to 90% [NINETY PERCENT] of the available units within 180 [ONE HUNDRED AND EIGHTY] calendar days of the first sale in the scheme known as ARCH ROCK, which period can be extended in the Developer’s sole discretion, failing which the sale shall lapse and be of no further force or effect.***
- 6.2 This agreement is therefore subject to and conditional upon the Developer establishing, in its sole discretion, that the development is viable and profitable, by no later than the development date recorded in Schedule “A”.
- 6.3 ***If, within 7 [SEVEN] days after the development date, the Attorneys have not sent written notice by registered mail telling the Purchaser that the development is not being proceeded with and this sale agreement is accordingly cancelled, then the suspensive condition shall be deemed to have been fulfilled and the Seller shall be bound to proceed with the development.***

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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- 6.4 In the event of the Attorneys giving the said notice of cancellation the agreement will fall away and be of no further force or effect.
- 6.5 In the event of this agreement being cancelled because this suspensive condition was not met, the Seller shall refund to the Purchaser the deposit paid and any other amounts paid on account of the purchase price, plus accrued interest on these amounts, if any. **After this refund has been effected the Purchaser shall have no further claim against the Seller or Developer as a result of this agreement.**

**7. POSSESSION AND DELIVERY, OCCUPATION, RISK AND BENEFIT**

- 7.1 ***It is recorded that the buildings/units are presently in the course of construction. Many factors will affect the date on which the unit will be ready for beneficial occupation, and for this reason, the Developer is not able to give the exact date on which this will occur. The estimated completion date must therefore serve as a guideline only and does not bind the Seller in any way. The Developer, however, does undertake to ensure that the unit will be ready for beneficial occupation within a reasonable period of time, having regard to the circumstances of this development.***
- 7.2 ***The Developer shall give the Purchaser at least 30 (THIRTY) calendar days written notice of the completion date of the unit. As already mentioned, in the definitions to this agreement, the completion date is the date on which the Developer’s architect certifies the unit ready for beneficial occupation. On the completion date, possession and occupation of the unit shall be delivered to and taken by the Purchaser as set out on Page 2 of Schedule “A”. Should the Purchaser or his/her nominee be unavailable to take delivery or refuse to do so, then delivery of the keys to the unit to the estate agent shall amount to delivery to the Purchaser.***
- 7.3 ***From the completion date, risk in and benefit of the unit shall pass to the Purchaser. What this means is that from this date the Purchaser shall be responsible if something happens to the unit and the Purchaser shall also be liable for occupational rent, levies and the cost of all municipal services related to the unit. The Purchaser shall also be able to reside in the unit from the completion date.***
- 7.4 ***Should the Developer, for reasons beyond the Developer’s reasonable control, not be able to give possession and occupation of the unit on the date as notified, the Purchaser shall take delivery, possession and occupation, on a further 5 (five) calendar days written notice and this date shall then be deemed to be the completion date. In such circumstances, the Purchaser shall have no claim of any nature against the Seller and/or Developer for any loss or damage, whether caused directly or indirectly by the delay.***

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- 7.5 ***Should the Developer and Purchaser disagree as to whether the unit was/is complete for beneficial occupation then this dispute shall be referred to the Developer’s architect for an expert decision, whose decision shall be final and binding on all parties.***
- 7.6 ***The Developer shall be entitled to refuse the Purchaser actual possession and occupation of the unit if the Purchaser is in breach of this agreement. Such a breach may be, but shall not be limited to, the failure to have signed all transfer and bond documents (including the Financial Institution’s Happy Letter/Letter of Satisfaction) and/or provided the payment guarantee (if applicable) and paid occupational rental and levies to the Attorneys. However, in such event, the Purchaser shall still be deemed to have taken possession and occupation on the completion date. The Purchaser shall therefore still be liable for all amounts due from that date as if the Purchaser had taken possession and occupation.***
- 7.7 The Developer agrees to afford the Purchaser a reasonable opportunity to examine the unit, and for this purpose the Purchaser, or a representative appointed by the Purchaser, shall inspect the unit with the Developer or a representative of the Developer on the completion date. This inspection shall be to agree what faults and defects are present in the unit, if any. The Developer and Purchaser shall record these faults and defects in writing in a snag list and the Developer undertakes to remedy these faults and defects within 6 (SIX) months of the completion date.
- 7.8 ***Delivery of the unit to the Purchaser shall, subject to this clause 7, also be deemed to have taken place on the completion date.***

**8. OCCUPATIONAL RENTAL**

- 8.1 Occupational rental is an amount which the Purchaser will pay, to the Developer, for the right to have possession and occupation of the unit, before the Purchaser becomes the owner of unit and before the Attorney receives the purchase price.
- 8.2 In accordance with the explanation set out above, should registration of transfer of the unit take place after the completion date, the Purchaser shall pay the occupational rental to the Attorneys calculated as prescribed in Schedule “A”. This occupational rental shall be paid 72 [SEVENTY TWO] hours prior to the initial occupation to the Attorneys, and thereafter, monthly, in advance, from the completion date until registration of transfer. If the completion date falls on any day other than the first day of the month, then the Purchaser shall pay a proportionate amount in rental for the days in the month following the completion date.

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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## 9. TRANSFER

- 9.1 ***It is recorded that it will only be possible for the Seller to give transfer of the unit to the Purchaser upon the opening of the Sectional Title register in respect of the development, as provided for in Section 12 of the Act and upon fulfillment, by the Purchaser, of all Purchaser obligations, in terms of this agreement.***
- 9.2 The Developer, accordingly, undertakes to do everything reasonably possible for the opening of the Sectional Title register as soon as is legally possible.
- 9.3 Transfer shall be passed, subject to the Sectional Title register having been opened, as close to the completion date as is practically possible.
- 9.4 The Purchaser shall sign all documents (including but not limited to the transfer and bond documents) necessary to give effect to this agreement within 4 (FOUR) calendar days of being called upon to do so by the Attorneys.
- 9.5 Should the sale not be subject to transfer duty and should no transfer duty be payable, the Purchaser irrevocably authorises the attorneys to sign declarations to the Receiver of Revenue for purposes of obtaining a Transfer Duty exemption certificate. This exemption certificate is a formality for the transfer.
- 9.6 ***The Purchaser shall accept transfer of the unit, subject to all conditions, rules and servitudes benefiting or burdening the unit, the land and the development, whether they exist at the time of signature of this agreement or whether they are imposed later by any competent authority.***
- 9.7 It is hereby recorded that the Seller and the Developer, in terms of the LADA, have determined the allocation of the proceeds upon transfer of each Unit between the Seller and the Developer proportionally in accordance with the provisions of Clause 16 of the LADA. The Attorneys undertake to make payment of same as detailed in the LADA.

## 10. EXTENT OF UNIT AND VARIATIONS

- 10.1 It is recorded that the precise measurements of the size of the units, upon completion, are not guaranteed, and that it might be that the unit is either slightly bigger or slightly smaller than the sizes as recorded in this agreement.
- 10.2 In the event of the completed unit being either smaller or bigger than the agreed extent, the Purchaser shall only be able to claim compensation

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from the Developer if the unit is more than 5% smaller than as recorded in this agreement. The Seller shall have no claim against the Purchaser if the unit is greater in extent.

- 10.3 ***The parties agree that a difference of 5% or less in the extent of the unit shall not amount to a breach of the agreement by the Seller/Developer and the Purchaser shall have no claim for compensation for any such shortfall.***
- 10.4 ***Should the unit be smaller than agreed and should the difference in extent be greater than 5% the Purchaser shall not be entitled to cancel the agreement. The Purchaser shall however be entitled to a reduction of the purchase price, in proportion to the deviation in extent.***
- 10.5 The reduction in purchase price shall be calculated by first establishing the value, per square meter, of the unit by dividing the purchase price recorded in Schedule "A" by the extent of the unit as recorded in the plans.
- 10.6 Secondly, the area by which the unit is less in extent ("the missing square meterage") shall be established.
- 10.7 ***The Seller/Developer shall be excused from conceding a reduction for the first 5% of the missing square meterage as set out in 10.2 above. The Seller/Developer is excused from liability in respect of the deviation of the first 5%, when calculating the reduced purchase price as per clause 10.5 and 10.6 above***
- 10.8 The remaining missing square meterage shall then be multiplied by the price per square meter as established. The resulting amount shall then be deducted from the purchase price or refunded to the Purchaser by the Seller/Developer.
- 10.9 The extent of the unit and the missing square meterage shall be established by the Surveyor who prepared the sectional title plans or his nominee, duly appointed in writing, whose decision shall be final.
- 10.10 The Developer shall be entitled to vary the Site Plan, and/or Outline Specification for the building to such extent as may, in the Developer's opinion, be reasonably necessary to:
  - 10.10.1 meet any requirements of any competent authority;
  - and
  - 10.10.2 meet any special features of the Land.

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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**11. EXCLUSIVE USE AREAS**

The exclusive use areas, if any, allocated to each unit in terms of this agreement shall be created by way of entry into the Body Corporate Rules or alternatively ceded to the Purchaser in terms of Section 27 of the Act.

**12. CONDITIONS APPLICABLE PENDING TRANSFER**

As has already been referred to in this agreement, the common property will be owned and controlled by a body corporate for and on behalf of all owners including the Purchaser. As the body corporate will only be established once the first transfer of a unit in the development has occurred, the Developer shall, from the completion date and until the date of the establishment of the body corporate, bear the rights and obligations of the body corporate. In this regard, during the period from the completion date until date of transfer, the following conditions shall apply:

- 12.1 save insofar as may be inconsistent with the provisions of this agreement, the provisions of Section 3 of the New Act (which deals with the functions of bodies corporate) shall apply;
- 12.2 ***the rules for the development shall bind the Purchaser and be enforceable by the Developer;***
- 12.3 ***the Purchaser may not make any alterations or additions whatsoever to the unit and/or the exclusive use area without the prior written consent of the Developer;***
- 12.4 ***the Purchaser shall maintain the unit in the same condition as it was on the completion date;***
- 12.5 ***the Purchaser shall be responsible for and pay to the Developer promptly and on demand all municipal charges relating to the unit for periods after the completion date; and***
- 12.6 the Developer shall insure the development, including the unit, against all risks deemed necessary by the Developer until the date of the establishment of the Body Corporate, at which time the Body Corporate shall be obliged to assume this liability to insure. The Developer shall be entitled to recover a proportionate share of these insurance premiums from the Purchaser calculated in accordance with the participation quota allocated to the respective unit. This contribution shall be payable as part of the levies referred to below.

**13. LEVIES**

13.1 As has already been explained in the paragraphs above, the Developer will carry out the obligations of the body corporate until it is established and will bear the associated costs. It is therefore agreed as follows:

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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- 13.2 ***From the completion date, the Purchaser shall be liable for the levy calculated in accordance with the participation quota attributable to each unit, as if the Purchaser was the registered owner of the unit and as if the Body Corporate had already been established.***
- 13.3 As no levy will by then have been formally determined by the Body Corporate the levy shall be deemed to be the amount determined by the Developer's Managing Agent.
- 13.4 Such levy shall be paid monthly, in advance, on the first day of each and every calendar month provided that if the completion date falls on any day other than the first day of a calendar month, the Purchaser shall be obliged to pay a proportionate share of the levy due for the calendar month in which the completion date occurs.
- 13.5 Such levy shall be paid to the Developer until registration of transfer and thereafter to the Body Corporate of the sectional title scheme.
- 13.6 The Purchaser understands that the Developer has explained that levies payable to the body corporate is allocated between the owners of residential units proportionately to the size of each unit. This allocation is called a participation quota.

**14. COSTS**

- 14.1 The Developer shall as per the LADA, pay all costs of transfer inclusive of VAT/Transfer Duty [whichever is applicable] payable on the Purchase Price, costs of all necessary affidavits, and all other necessary costs which may be incurred in order to comply with all laws relating to the passing of transfer of the unit, including value added tax on such costs.
- 14.2 The Developer shall pay all bond registration costs excluding the Bank's instruction fee and the initiation fees, valuation fees, administration fees, or any other cost charged by a financial institution [which differ from bank to bank]. These costs furthermore do not include the fee charged by the Managing Agent to obtain an Insurance Certificate.

**15. THE RULES**

- 15.1 The law requires the owners of units in the development to conduct themselves with consideration for the rights of other owners and the body corporate itself and provides for the creation of body corporate rules to ensure this. The rules also deal with procedural issues in the running of the body corporate / the development.
- 15.2 The Body Corporate Management and Conduct rules prescribed in Section 10 of the New Act, as amended by the Developer prior to the establishment of the Body Corporate shall apply to the development.

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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- 15.3 These rules are therefore for the benefit of all the persons who will own units in the development or live in the development.
- 15.4 **The Purchaser undertakes to comply with these rules and to ensure that any tenants or resident/s of his unit also comply.**
- 15.5 The Purchaser acknowledges and undertakes to the Seller/ Developer that any Lease Agreement entered into between the Purchaser and a Tenant shall be entered into on the attorneys approved lease agreement with the applicable annexures attached thereto, which shall be supplied to the parties upon request at no charge to either party, and which shall be signed by the Tenant. Failure to do so shall result in the lease being legally unenforceable. All signed leases shall be approved by the attorneys prior to any Tenant taking occupation of the property. The Purchaser hereby acknowledges that all tenants shall be bound by the provisions of the Conradie Park Property Owners Association Constitution and the Forest Walk Body Corporate's Management & Conduct Rules.

**16. WARRANTY OF QUALITY**

- 16.1 The Developer furnishes the Warranty of Quality in respect of the unit, including both latent and patent defects, as set out in Section 56 of the Consumer Protection Act, Act 68 of 2008, and warrants that the unit shall be:
  - 16.1.1 Reasonably suitable for the purpose for which it is generally intended;
  - 16.1.2 Of good quality, in good working order, and free of any defect;
  - 16.1.3 Usable and durable for a reasonable period of time, having regard to the use to which it will be put and to all the surrounding circumstances of the supply; and
  - 16.1.4 Compliant with any applicable standards set out under the Standards Act, Act 29 Of 1993, or any other public regulation.
- 16.2 The aforementioned warranty in terms of the Consumer Protection Act shall be applicable for a period of 6 [SIX] months from the completion date.
- 16.3 The Developer also furnishes to the Purchaser the Standard Home Builders Warranty prescribed by the National Home Builders Registration Council.

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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16.4 Neither the Seller nor the Developer furnishes any further warranties, other than those stipulated above, in respect of the unit and in all other respects the unit is sold without any further warranties in respect of all faults and defects, whether visible or hidden, as defined in this agreement or the common law.

**17. REPAIR OF FAULTS AND DEFECTS**

17.1 The Developer shall, within a reasonable period of time, repair any faults and defects which occur in the warranty period as set out above, subject, however, to those faults and defects being drawn to the Developer's attention in writing not later than within 14 [FOURTEEN] calendar days of the expiry of the warranty.

17.2 The Developer shall not be obligated to repair any damage, fault or defect which is the result of the Purchaser's actions or omissions or those occasioned by the Purchaser's visitors, co-inhabitants or any other person present at the unit other than employees and agents of the Seller or Developer. The Developer shall not be obligated to repair any hairline settlement cracks which may occur, it being recorded that settlement is an inevitable part of the construction process. Lastly, the Developer shall not be obligated to repair any damage, fault or defect arising from the Purchaser's failure to adequately maintain the unit or which results from wear and tear due to the occupation of the unit.

17.3 Any defect or fault arising in or at the unit must be drawn to the Developer's attention in writing as soon as it is reasonably evident. Failure to notify the Developer of a fault or defect as soon as it becomes evident may result in further damage to the unit for which the Developer shall not be obligated to repair.

**18. GENERAL TERM RELATED TO THE WARRANTIES**

***In the event of a dispute as to whether the Developer is obliged to remedy any fault or defect, or whether any fault or defect has been attended to, a certificate by the architect shall be final and binding on both parties.***

**19. WORK IN PROGRESS, RISK AND INDEMNITY**

19.1 The Purchaser acknowledges that this Development forms part of a larger Development as set out in the Development Plan. The Purchaser further acknowledges that on the date of registration of the Property, the buildings in the surrounding developments may not all be complete and that there may still be building and other related activities taking place as per the Development Plan.

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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- 19.2 The Purchaser acknowledges that on the completion date the buildings in the development may not all be complete and that there may still be building and other related activities taking place on the development.
- 19.3 The Purchaser hereby consents to such building work continuing until the development is fully built and finally completed.
- 19.4 ***The Purchaser acknowledges that the ongoing building work will create a possible risk of damage to property or serious injury or death to people.***
- 19.5 ***The Purchaser voluntarily assumes these risks and hereby indemnifies the Seller/Developer, its agents, employees, contractors or sub-contractors and anyone acting for or controlled by the Seller/ Developer against any claim for damages. This indemnity shall however not be binding if such damage or injury results from gross negligence on the part of the Seller/Developer, its agents, employees, contractors or sub-contractors or anyone acting for or controlled by the Seller/Developer.***

*After having had sufficient time to consider the matter I hereby confirm I have understood and accepted this risk and given the required indemnity.*

\_\_\_\_\_  
Purchaser (1) to sign here

\_\_\_\_\_  
Purchaser (2) to sign here

**20. DIRECT MARKETING AND COOLING OFF**

- 20.1 In terms of Section 16 of the Consumer Protection Act, if this transaction has resulted from direct marketing, the Purchaser has the right to cancel this agreement without reason or penalty by written notice within 5 [FIVE] business days after the agreement was concluded, or within 5 [FIVE] business days after delivery of the unit.

The Consumer Protection Act defines Direct Marketing as follows:

to approach a person, either in person or by mail or electronic communication, for the direct or indirect purpose of—

- (a) promoting or offering to supply, in the ordinary course of business, any goods or services to the person; or
- (b) requesting the person to make a donation of any kind for any reason;

- 20.2 The Seller is unable to accept the risk of cancellation without reason within 5 [FIVE] business days of delivery as the success of the development is dependant upon the enforceability of the agreements of sale and the transfer of the units being passed to the Purchasers shortly after delivery.

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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- 20.3 The Developer, has or will obtain development finance on the strength of binding pre-sales. Should the transaction be cancelled after delivery, the Developer, will be left to carry the holding costs of the unit, which the Developer will have already built, for an uncertain period into the future, whilst looking for a replacement Purchaser. This has the potential to create substantial losses for the Developer and place the completion of the development in jeopardy for other purchasers.
- 20.4 The Seller/Developer, is therefore not prepared to enter into this agreement with any purchaser if the transaction has resulted from direct marketing.
- 20.5 ***The Purchaser therefore warrants that this transaction has not resulted from direct marketing and the Seller/Developer enters into this transaction relying entirely upon such a warranty.***
- 20.6 If after delivery, the Purchaser is successful in cancelling this agreement by relying upon the right of cancellation flowing from the direct marketing provisions of the Consumer Protection Act, the Purchaser shall be liable for the damages suffered by the Seller/Developer as a result thereof on the basis of the Purchaser's breach of warranty.

*After having had sufficient time to consider the matter I hereby confirm I have understood this provision and agree to furnish the required warranty.*

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Purchaser (1) to sign here

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Purchaser (2) to sign here

**21. DEFAULT**

- 21.1 If any party ("the defaulting party") commits a breach of this agreement and persists with such breach for more than 7 (SEVEN) calendar days after being called upon, in writing, to rectify same, then the innocent party shall be entitled (but not obliged) without prejudice to any other rights or remedies which it may have in law, including the right to claim damages:
  - 21.1.1 to cancel this agreement; or
  - 21.1.2 to claim immediate performance and/or payment of all the defaulting party's outstanding obligations in terms of the agreement.
- 21.2 ***Upon cancellation, should the defaulting party have been the Purchaser, the Seller shall be entitled to take and keep the deposit as the minimum amount of reasonable pre-estimated agreed damages, in addition to the further rights set out in the default paragraph above.***

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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- 21.3 ***Upon cancellation, should the defaulting party have been the Seller/Developer, the Attorneys shall refund to the Purchaser any deposit, which is held in the Attorneys Trust Account, which the Purchaser has paid, in addition to the further rights set out in the breach paragraph above.***
- 21.4 Should the defaulting party be the Purchaser, and should the Purchaser dispute the Seller's/Developer's right to cancel and remain in occupation of the unit after date of cancellation, the Purchaser shall continue to pay the occupational rental, the municipal charges and the levy and any other amounts as if the agreement had not been cancelled. The Seller/Developer shall be entitled to claim and accept payment of such amounts without prejudice to the Seller's/Developer's claim for cancellation.
- 21.5 ***Should the innocent party at first elect not to enforce its rights of cancellation, the innocent party shall not be prevented from cancelling the agreement at a later stage as a result of the same breach should the defaulting party defend the action instituted by the innocent party to enforce the agreement and/or should any judgment given to the innocent party, which obliges the defaulting party to perform, not be satisfied within a reasonable period.***
- 21.6 Notwithstanding the provisions of paragraph 21.1, neither party shall be entitled to cancel the agreement after 7 (SEVEN) calendar days notice if the breach complained of is not reasonably capable of being remedied in the 7 (SEVEN) calendar day period. In such an event, the notice placing the defaulting party on terms to perform shall only entitle the cancellation of the agreement if the period given to perform is reasonable in the circumstances.

**22. INSPECTION OF UNIT**

The Seller and Developer and/or the Seller's and/or Developer's duly authorised representative shall be entitled to inspect the unit at all reasonable times while the Purchaser still owes the Seller any amount in terms of this agreement.

**23. MORTGAGE LOAN - SUSPENSIVE CONDITION**

- 23.1 If an amount for a mortgage loan has been filled in on Schedule "A", then it is agreed that the Purchaser requires a bank to grant a mortgage loan in the amount as specified in Schedule "A" to enable him/her to perform in terms of this agreement and that if such a loan is not granted then this agreement shall become null and void.
- 23.2 This loan must be granted on the bank's normal terms and conditions for a loan of this nature which is being granted to a person of the financial category into which the Purchaser falls. Should the bond grant or Quotation for the loan contain any onerous term or condition, including but

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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not limited to Reserve Bank approval conditions, the Developer shall be entitled declare this agreement null and void at any time. Neither the Seller or Developer shall not be liable for any damages including any Estate Agent's commission in this event.

- 23.3 The loan must be finally approved by no later than the date or within the time period set out in schedule "A".
- 23.4 Should the loan not be granted by the specified date, this agreement shall continue to be binding until either of the parties gives notice to the other that they are no longer prepared to wait for the loan to be approved. Only once such notice has been received by the other party shall this agreement fall away.
- 23.5 The Developer and/or the Developer's duly appointed estate agents are hereby authorised and furnished with the necessary authority to assist the Purchaser by applying for the mortgage loan. The Purchaser undertakes to provide all the required documentation and information to enable the application for the mortgage loan to be obtained. This does not however relieve the Purchaser of his duty to do everything reasonably possible to obtain the mortgage loan.
- 23.6 The Purchaser acknowledges that once the mortgage loan has been approved by a Financial Institution, the suspensive conditions in this clause would have been met. In the event of the Financial Institution re-assessing the Purchaser's affordability and withdrawing the mortgage loan and/or reducing the mortgage loan amount, the Purchaser acknowledges that he/she shall still be bound by the terms and conditions of this contract.
- 23.7 If the loan is not approved and the agreement lapses, then:
  - 23.7.1 The Seller shall refund to the Purchaser the deposit and all amounts paid by the Purchaser in reduction of the purchase price, plus accrued interest.
  - 23.7.2 The Seller may deduct from this amount only the amounts, if any, that the Purchaser is liable for in terms of the agreement up to that time.
  - 23.7.3 If the Purchaser has taken occupation of the unit already, the Purchaser shall vacate the unit immediately and return it to the Seller in the same condition as when received.
- 23.8 The Purchaser shall be obliged to ensure that the attorneys are appointed to attend to the registration of the mortgage bond contemplated in terms of this agreement.

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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**24. MANAGING AGENT**

- 24.1 The Developer may appoint and delegate any or all of its powers and duties in the management of the development to a managing agent for a period of 10 (TEN) years from the date of the opening of the Sectional Title Register. This managing agent shall be entitled to exercise all such powers as the Developer may determine. This delegation shall be binding on the body corporate once it is formed.
- 24.2 Nothing in this clause shall, however, be interpreted to relieve the Seller/ Developer of any of its obligations to the Purchaser as set out in this agreement.

**25. JURISDICTION AND LEGAL COSTS**

- 25.1 ***The parties agree that this agreement shall be concluded at the time and place that the Seller accepts this offer by signing this agreement. This will be the case even if the Purchaser is only told of this acceptance afterwards.***
- 25.2 The parties hereby consent to the jurisdiction of the Magistrates' District or Regional Court having jurisdiction in terms of Section 28 (1) of the Magistrates' Court Act, even if this court does not usually have jurisdiction to hear the matter. The purpose of this paragraph is to allow the parties disputes to be heard in the Magistrate's Court with quicker proceedings and lower costs, rather than the High Court.
- 25.3 Notwithstanding what has been stated in the paragraph above, either party shall be entitled to institute any action against the other arising out of this agreement in any court having jurisdiction and such party shall not be prejudiced in any costs order as a result of their choice of court.
- 25.4 The party who is successful with their claim or their defence shall be entitled to recover from the other all legal costs incurred by them in the legal proceedings on a scale as between attorney and client.

**26. GENERAL**

- 26.1 ***All the terms of this agreement between the parties are recorded in this written contract. No variation of this agreement and no cancellation by agreement shall be binding on the parties unless such variation or cancellation is written down and signed by the parties hereto.***
- 26.2 No extension of time or indulgence which either party might grant to the other shall have any effect on the rights which either party might have in terms of this agreement. Should either party not strictly enforce their

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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rights under this agreement, this will not amount to a waiver of such a right, and it shall also not be regarded as creating a new or varied agreement.

- 26.3 If there is more than one Purchaser in terms of this agreement, they shall each be fully liable for all of the obligations of the Purchaser and these obligations shall not be able to be divided between these Purchasers. In legal terms therefore the liability of each of the Purchasers shall be joint and several.
- 26.4 The Purchaser warrants that he/she is fully up to date with all his/her obligations to the South African Revenue Services and will remain so until the unit is transferred to the Purchaser. The purpose of this warranty is to ensure that there are no such defaults as this might delay the acquisition of a transfer duty receipt/exemption certificate from the South African Revenue Service or serve to cause the bank granting mortgage finance to the Purchaser [if applicable] to withdraw the mortgage finance offered.
- 26.5 The Purchaser agrees to record, in the space provided in Schedule "A", the representations and promises which have been made to him by the Seller/Developer and/or the agent and/or a person acting on behalf of the Seller/Developer which have caused the Purchaser to enter into this agreement. This will allow the Seller/Developer to address any mistaken beliefs that the Purchaser might have regarding the development before entering into the agreement.
- 26.6 The Purchaser warrants that no representations other than those recorded in Schedule "A" have been made to him which have caused the Purchaser to enter into this agreement.
- 26.7 If any provision of this agreement is found to be wholly or partly invalid, unenforceable or unlawful, then –
  - 26.7.1 to the extent of its invalidity, unenforceability or unlawfulness such provision will be severable from the remainder of the agreement; and
  - 26.7.2 the remainder of this agreement will remain in full force and effect.

**27. CHOSEN ADDRESSES FOR SERVICE OF NOTICES**

- 27.1 The parties hereby choose the following addresses as the addresses at which they will accept all notices including legal notices and summonses:
  - 27.1.1 the Seller and Developer at the following address: c/o Conradie Developments, 1<sup>st</sup> Floor, Liesbeek House, River Park, Gloucester Road, Mowbray, Cape Town, 7700;

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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27.1.2 the Purchaser at the address recorded in Schedule "A" until the completion date and thereafter at the address of the unit hereby sold unless the Purchaser has notified the Seller of any other address;

27.2 Any notice to any party shall be addressed to it at its chosen address and sent by prepaid registered post or delivered by hand or sent by fax to the fax number recorded on Schedule "A" or sent by e-mail to the e-mail address recorded on Schedule "A".

27.3 In case of any notice sent by prepaid registered post, it shall be deemed to have been received, on the 4th (fourth) business day after posting.

27.4 If the document is sent in any other way it must be received by the addressee to be effective notice.

27.5 This paragraph shall not effect the provisions of any other law which deals with the service of documents issued by any court.

**28. COMMISSION**

Commission shall be payable to the estate agent by the Developer on registration of transfer of the unit to the Purchaser in the amount agreed.

**29. OFFER**

29.1 ***Once signed by the Purchaser, this agreement shall be regarded as an offer by the Purchaser to the Seller. The Purchaser shall not be able to withdraw the offer until midnight on the 10th (TENTH) calendar day after signature hereof. The offer shall, thereafter, remain open for acceptance until withdrawn by the Purchaser.***

29.2 ***Should the Seller counter offer, this will not amount to a refusal of the Purchaser's offer and the Purchaser's offer shall at all times remain open for acceptance until withdrawn after the 10 calendar days have passed.***

**30. RESALES**

30.1 The Purchaser may not sell the Property prior to the Restriction Period without the prior written consent of the Developer, which consent will not be unreasonably withheld.

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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30.2 Should the Developer grant the consent as referred to in Clause 30.1 above, the Purchaser herewith acknowledges and undertakes that such sale will be subject to the following condition:

The transfer of the Property from the Purchaser to a third party shall be registered by the Attorneys and the contract shall be executed on the Attorneys' approved Deed of Sale, which Deed of Sale shall not differ materially from this Agreement, and shall annex the Associations' Constitution and Management and Conduct Rules of the Body Corporate, and shall be supplied to the Purchaser upon request to the Attorneys, at no charge to them.

30.3 The Purchaser herewith acknowledges and undertakes that if he/she sells his unit to a third party during the Development period, the transfer of the unit shall be attended to by the Attorneys and executed on their approved Deed of Sale, which Deed of Sale shall annex the Associations' Constitution and Management and Conduct Rules of the Body Corporate, and shall be supplied to the Purchaser upon request to the Attorneys, at no charge to them.

**31. COMPLIANCE CERTIFICATES**

The Developer undertakes at its own expense to arrange for the supply of an electrical certificate of compliance, if the unit contains a gas installation or appliances, a gas certificate of compliance, and a certificate of compliance as contemplated in the City of Cape Town's Water By-Law of 2010 in respect of the unit.

**32. CONRADIE PARK PROPERTY OWNERS ASSOCIATION**

32.1 The Purchaser acknowledges that there are title deed conditions applicable to the Property which has been imposed in a form acceptable to the Registrar of Deeds, Cape Town, in terms whereof the owner of the Property shall automatically become and remain a member of the Association and shall be entitled to the rights and subject to the obligations and restrictions set out in the constitution of the Association.

32.2 The purchaser shall, with effect from occupation of the Property be liable for payment of Levies raised by the abovementioned Association and the Body Corporate.

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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**33. COMPANY - TO BE FORMED – SURETYSHIP**

*[delete this clause if not applicable]*

- 33.1 This clause only applies if the Purchaser is acting on behalf of a company which will be formed and which will then be the Purchaser of the unit.
- 33.2 ***In this event, the person signing this document shall be personally liable for all the obligations of the Purchaser, as though he was the purchaser in his personal capacity if;***
  - 33.2.1 ***the company on whose behalf he acts is not incorporated (registered) within 45 (FORTY FIVE) calendar days of date of signing of this agreement; and/or***
  - 33.2.2 ***if the company fails to adopt and ratify this agreement within 7 (SEVEN) calendar days of the date of incorporation (registration).***
- 33.3 ***If the company is incorporated and does ratify this agreement in time, the person who signs this agreement shall remain liable to the Seller as surety for and co-principal debtor with the company for its obligations as Purchaser in terms of this Agreement, waiving of the benefits of excussion and division.***
- 33.4 What this means is that if the company does not perform for any reason the Seller shall be entitled to hold the person who signs this agreement fully liable for all the Purchaser's obligations in terms of the agreement, including the obligation to pay damages in the event that the agreement is cancelled. The Seller shall also not have to proceed against the company first and the Seller may enforce the full agreement and/or claim for damages against the signatory.

*After having had sufficient time to consider the matter I hereby confirm I have understood this provision and agree to furnish the required suretyship.*

\_\_\_\_\_  
*Purchaser (1) to sign here*

\_\_\_\_\_  
*Purchaser (2) to sign here*

**34. COMPANY/CLOSE CORPORATION/TRUST – FORMED - SURETYSHIP**

*[delete this clause if not applicable]*

- 34.1 ***In the event of the Purchaser being a company or a close corporation or the trustees for the time being of a trust or any other legal person, the person who signs this agreement for the Purchaser, by his signature hereto binds himself to the Seller as surety and co-principal debtor in solidum for the Purchaser of all the Purchaser's obligations in terms of this Agreement waiving the benefit of division and excussion.***

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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34.2 What this means is that if the Purchaser does not perform for any reason the Seller shall be entitled to hold the person who signs this agreement fully liable for all the Purchaser's obligations in terms of the agreement, including the obligation to pay damages in the event that the agreement is cancelled. The Seller shall also not have to proceed against the company or close corporation or trust first and the Seller may enforce the full agreement and/or claim for damages against the signatory.

*After having had sufficient time to consider the matter I hereby confirm I have understood this provision and agree to furnish the required suretyship.*

\_\_\_\_\_  
Purchaser (1) to sign here

\_\_\_\_\_  
Purchaser (2) to sign here

**35. RIGHT OF EXTENSION**

It is recorded that the Seller has reserved the right to extend the scheme in phases, in terms of Section 25 of the Act. This means that the Seller may build on to the development at some time in the future. The Purchaser understands and agrees that he might have to endure the inconvenience of ongoing construction activities on the site and furthermore accept that any amenities serving the whole development, or improvements of the common property may only be constructed with the final phase.

**36. INDEMNITY**

36.1 The Developer hereby indemnifies and holds harmless the Department of Transport & Public Works and the Department of Human Settlements within the Provincial Government of the Western Cape against any and all claims made by any Purchaser arising out of the purchase of unit/s except a claim to transfer of ownership

36.2 The Purchaser hereby acknowledges that the Seller's liability is restricted to a claim for transfer of ownership

**37. INHIBITING OR INTERFERING WITH THE INTENDED USE OR DEVELOPMENT OF THE UNIT**

37.1 Despite the fact that the Land may already be subject or entitled to certain servitudes, it is specifically recorded that the unit is sold subject to the right of the Seller, without compensation to the Purchaser , to register further servitudes over the Land as and when so required by the Seller, its successor-in-title, any adjacent land owner, the Association, the local authority or any other appropriate authority.

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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- 37.2 The Purchaser hereby agrees to enter into a Notarial Deed of Servitude in general terms when called on to do so, to be registered against the Land and undertakes to sign whatever Power of Attorney, other declaration and/or agreement as may be reasonably required for the registration of such Notarial Deed. Upon final determination of the servitudes, the Purchaser shall *mutatis mutandis* consent to the registration of such specific servitudes. In the event, however, that such servitude in any way prejudices the rights of the Purchaser in respect of the use of his unit, the Purchaser shall not be obliged to consent to the registration of such servitudes.
- 37.3 The Purchaser acknowledges that the Seller has the right to apply to the appropriate authorities for further rights to increase the bulk rights over the Land and the properties constituting the Development and the Purchaser hereby undertakes not to oppose any such application at any time,, provided that such application does not prejudice any of the Purchaser's rights in respect of the use of his unit.
- 37.4 The Purchaser waives his right to object to any specific sub-division and/or re-zoning application applied for within the Conradie Park Property Owners Association in which the Land is situated, provided however that the Purchaser's rights in respect of the use of his unit are in no way prejudiced.
- 37.5 The Developer, as developer of the Development, reserves the right to effect changes to the Development, including further sub-divisions and/or re-zonings, and that as a result thereof, access to the erf, parking, sight lines, height, coverage restrictions and views and related issued, may be affected/altered from time to time. The Purchaser waives his right to object to any such change or application, provided however that the Purchaser's rights in respect of the use of his unit are in no way prejudiced.

**38. EXCLUSIVE USE AREA IN FAVOUR OF THE DEVELOPER**

The Purchaser acknowledges that the Seller / Developer, as part of a green city initiative will be registering Exclusive Use Area/s on the roof/s and installing solar panels to supply electricity to the owners and Body Corporate. The Purchaser acknowledges and consents to the amendment of the Sectional Title Rules of the STSMA.

The Purchaser acknowledges that the Seller / Developer will be registering the basement of the scheme as an Exclusive Use Area. The Developer / Seller shall demarcate parking bays within the Exclusive Use Area which will be available for lease by the registered owners of the units subject to payment of a lease fee, which shall be managed by the Managing Agent. Upon payment of the lease fee the Purchaser will receive an access disk which will allow him access to the

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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Exclusive Use Area and will entitle him to park on one of the designated parking bay. Such parking will be on a first come first serve basis and the Managing agent will at all times ensure that it does not issue more access disks than there are bays. The Purchaser acknowledges and consents to the amendment of the Sectional Title Rules of the STSMA.

**39. ASSIGNMENT**

The Seller/Developer shall at any time be entitled, without the consent of the Purchaser, to cede, make over, transfer, sell and/or delegate any or all of its rights and/or obligations under the terms of this Agreement and the LADA to any person or persons and/or body or bodies.

**40. THE PROTECTION OF PERSONAL INFORMATION ACT**

The Seller/s and the Purchaser/s hereby give consent to the Conveyancing Attorneys who will register the transfer of the property, to process our/their information for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act.

**41. FIDELITY FUND CERTIFICATES**

The Property Practitioner(s) / Candidate Estate Agent ..... (name/s) who prepared this agreement, warrant/s that he/she/they are in possession of valid Fidelity Fund Certificate/s and is/are registered with the Property Practitioner Regulatory Authority. In the event that this agreement was prepared by a Candidate Estate Agent, he/she warrants that he/she she did so with the assistance of a qualified Property Practitioner, namely .....

**42. SCHEDULES**

The attached schedules form part of the agreement between the parties:

Schedule "A", which sets out the further details of the agreement.

Schedule "B1" being the plans which show the floor layout of the unit.

Schedule "B2" being an elevation drawing showing where the unit is positioned in the development, and a ground layout showing where the exclusive use areas are.

Schedule "C", being the list of specifications for construction and finishing.

Schedule "D" being the Instruction to Invest Trust Monies form – to be fully completed and signed by the Purchaser/s

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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This offer signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

AS WITNESSES:

1. ....  
Purchaser.(1)

2. ....  
Purchaser (2)

PLEASE DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE HAD A PROPER OPPORTUNITY TO READ AND UNDERSTAND THE AGREEMENT. IF YOU DO NOT UNDERSTAND ANY PART OF THE AGREEMENT ASK FOR AN EXPLANATION.

YOUR ATTENTION IS SPECIALLY DRAWN TO THE PORTIONS OF THE AGREEMENT IN BOLD TEXT AS THEY EITHER

- **LIMIT IN SOME WAY THE RISK OR LIABILITY OF THE SELLER OR ANY OTHER PERSON;**
- **CONSTITUTE AN ASSUMPTION OF RISK OR LIABILITY BY THE PURCHASER;**
- **IMPOSE AN OBLIGATION ON THE PURCHASER TO INDEMNIFY THE SELLER OR ANY OTHER PERSON FOR SOME CAUSE; OR**
- **ARE ACKNOWLEDGEMENT OF A FACT BY THE PURCHASER.**

This offer accepted at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

AS WITNESSES:

1. ....

2. ....  
Seller

.....  
Miltos Matsemela Inc  
Herein represented by Fred Wille and/or  
Andrea Roberta Van Nelson  
[duly authorised]  
Herewith accepting the benefits of Clause  
30.2 and 30.3 of the Deed of Sale

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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AS WITNESSES:

1. ....

2. ....

.....  
CONCOR CONSTRUCTION [PTY]  
LIMITED [Developer]  
Herein represented by Fred Wille  
and/or Andrea Roberta Van Nelson  
[duly authorised]

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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**SCHEDULE "A"** to Sale Agreement for  
the building known as **ARCH ROCK**  
in the Sectional Title Development known as **FOREST WALK**

**PURCHASER/S**

<b>NAME (1)</b>		
<b>NAME (2)</b>		
<b>IDENTITY NO/ REGISTRATION NO</b>		
<b>ADDRESS</b>	(POSTAL)	(PHYSICAL)
<b>MARITAL STATUS: Married according to SA Law</b>	YES / NO	UNMARRIED
<b>IN / OUT OF COMMUNITY</b>		
<b>MARRIED ACCORDING TO FOREIGN LAW BEING THE LAWS OF</b>		
<b>MARRIED ACCORDING TO MUSLIM RITES / HINDU RITES / ISLAMIC RITES</b>		
<b>DATE AND PLACE OF MARRIAGE</b>		
<b>IDENTITY NUMBER OF SPOUSE</b>		
	<b>SELF</b>	<b>SPOUSE</b>
<b>SARS INCOME TAX NUMBER</b>		
<b>TELEPHONE NUMBER (BUS)</b>		
<b>TELEPHONE NUMBER (HOME)</b>		
<b>FAX NUMBER</b>		
<b>MOBILE NUMBER</b>		
<b>EMAIL ADDRESS</b>		

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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Unit/s purchased and cost (including VAT/TRANSFER DUTY):

ARCH ROCK Building in the Sectional Title Development known as FOREST WALK	DOOR NUMBER	NO. ACCORDING TO SECTIONAL TITLE PLAN	PURCHASE PRICE [INCLUDING VAT]
UNIT			R
STORE ROOM			R
PARKING BAY			R
<b>TOTAL PURCHASE PRICE [INCLUDING VAT]</b>			R

The Purchaser of Unit \_\_\_\_\_ is entitled to the use and enjoyment of one of the parking bays depicted on the parking layout for the building known as Arch Rock.

Deposit Amount: R \_\_\_\_\_  
[3% of the Purchase Price]

Bond Amount: R \_\_\_\_\_  
**[if left blank then this agreement shall not be subject to the granting of a bond]**

Bond Grant Period **30 [THIRTY] calendar days from date of signature.**

Balance Purchase Price R \_\_\_\_\_

Development date: Subject to the Seller achieving pre-sales amounting to 90% [NINETY PERCENT] of the available units, within 180 [ONE HUNDRED AND EIGHTY] calendar days of the first sale in the scheme known as FOREST WALK [ARCH ROCK Building]

Occupation: ON THE COMPLETION DATE WHICH DATE SHALL FALL ON THE 1<sup>ST</sup> DAY OF THE MONTH FOLLOWING THE EXPIRY OF THE 30 [THIRTY] DAY NOTICE PERIOD AS PER CLAUSE 7.2

Occupational Rental: An amount calculated by taking the full purchase price and by multiplying this by 0,75% [NOUGHT COMMA SEVEN FIVE PER CENT] being the sum of:

R \_\_\_\_\_

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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Purpose for which the Unit will be used: RESIDENTIAL

The Purchaser must record here, for the record and for the Seller/Developer to know, the representations and promises not recorded in the agreement, that have been made to the Purchaser by the Seller/Developer and/or the agent and/or a person acting on behalf of the Seller/Developer which has caused the Purchaser to enter into this agreement:

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*(If additional space is required please continue on another page, sign it, and annex it to the agreement)*

Purchaser’s Questionnaire; **PLEASE COMPLETE**

<b>Do you have an income tax reference number and if so, state it</b>		
If you do not have an income tax reference number then disclose the amount of your income for the last 12 months	R _____	
If you are a non-resident of South Africa then state your country of residence and your passport number	Country	
	Passport No.	
<b>For what purpose do you intend to use the property [i.e. primary residence, rental, etc.]</b>		
Are you a registered VAT vendor	YES	NO
If you are a registered VAT vendor do you intend to claim any tax inputs arising from this transaction. If so what is your VAT registration number	YES	NO
	No. _____	

**The Purchaser hereby acknowledges receipt of a copy of this agreement**

\_\_\_\_\_  
PURCHASER (1)

\_\_\_\_\_  
PURCHASER (2)

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys

## **SCHEDULE 'B1'**

This must be a floor plan of the unit itself which must have dimensions recorded on the plan and a scale.

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## **SCHEDULE 'B2'**

This must be an elevation drawing of the building or the portion of the building in which the unit is situated with the unit marked with an "X" or a circle around the unit showing where in the building it is to be situated together with a ground layout showing where the exclusive use area/s marked with an "X" which the Purchaser is acquiring.

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## **SCHEDULE 'C'**

List of specifications for construction and finishing.

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## **SCHEDULE 'D'**

Instruction to Invest Trust Monies – to be fully completed and signed by the Purchaser/s – kindly note without this form the Attorneys will be unable to invest the Deposit

Purchaser	Witness [P]	Seller	Witness [S]	Developer	Attorneys
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