

DEED OF SALE FOR UNIT/S IN THE SECTIONAL TITLE
DEVELOPMENT KNOWN AS:



ENTERED INTO BY AND BETWEEN

K2018307676 (SOUTH AFRICA) (PTY) LTD
(REGISTRATION NO: 2018/307676/07)

(Seller)

and

(Purchaser)

UNIT NO. _____ ARNIM, BRACKENFELL

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:

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|-----|-----------------|-------|---|
| (a) | the 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) | apartment | means | that portion of the unit purchased in which the purchaser may live, in extent _____ m ² ; |
| (c) | attorneys | means | BILL TOLKEN HENDRIKSE INC. at 1 Sarel Cilliers Street, Bellville, Cape Town (Ref: Iwan Tolken / Tel: 021 944 3086); |
| (d) | buildings | means | all buildings forming the development and built/to be built on the land; |
| (e) | common property | means | those portions of the land not forming part of any section or exclusive use area; |
| (f) | completion date | means | the date on which the municipality issues an occupation certificate or a permission to use a building certificate, or alternatively the date on which the Seller's architect certifies the apartment is completed and ready for beneficial occupation; |
| (g) | 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.
(h)	the development	means	the land and the buildings built/to be built on the land (and in respect of which the Seller shall open a Sectional Title register in the Deeds Registry at Cape Town);
(i)	deposit	means	the deposit payable by the Purchaser on signature hereof and referred to in the agreement and Schedule "A";
(j)	estate agent/s	means	the estate agent/s as appointed by the Seller at any given time, currently
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(k)	exclusive use area	means	the area(s) 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 rules, alternatively by way of cession in terms of Section 27 of the Act;
(l)	fault	means	a non-material imperfection in the unit which does not amount to a defect as defined in this agreement;
(m)	land	means	the land on which the development, of which the unit sold forms a part, is to be developed, being portion 15 of the Farm Haasendal No. 222, Stellenbosch Division, Western Cape Province.
(n)	levy	means	the contribution payable by the Purchaser to the body corporate as contemplated in the STSMA, which may include utility-related and/or meter reading charges;
(o)	occupational rent	means	the rental for the right of occupation given to the Purchaser before transfer as specified in Schedule "A" hereto;
(p)	participation quota	means	in relation to a section, a decimal fraction determined in accordance with the provisions of Section 32 (1) of the Act in respect of that section;
(q)	plans	means	the architectural plans annexed hereto as Schedule "B" which show the section/s in three dimensions, where the unit is positioned in the development and the exclusive use areas, subject to any amendments thereto in terms of

			clause 10 of this Agreement;
(r)	purchase price	means	the total purchase price as per Schedule "A";
(s)	Purchaser	means	the Purchaser as defined in Schedule "A";
(t)	rules	means	the management and conduct rules of the body corporate in force from time to time including any house rules;
(u)	section	means	the apartment plus any other portions of the development which the Purchaser is buying which will be shown as such on a sectional plan, as defined in the Act and which are specified in Schedule "A" hereto, read in conjunction with the plans;
(v)	Seller	means	K2018307676 (South Africa) (Pty) Ltd, 3rd Floor, Madison Square, Cnr Carl Cronje & Tyger Falls Boulevard, Tyger Falls, Bellville, 7530.;
(w)	STSMA	means	the Sectional Titles Schemes Management Act No 8 of 2011;
(x)	the schedules	means	the schedules annexed hereto marked "A", "B", "C" and "D" (if applicable);
(y)	the specifications	means	the schedule of specifications annexed hereto and marked Schedule "C";
(z)	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;

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.

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

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 Seller is or will become the registered owner of the land and will be able to pass transfer of a unit to the Purchaser.
- 1.2 The Seller has applied, or shall as soon as is legally possible apply, for the approval of the development in terms of the Sectional Titles Act and for the opening of a Sectional Title Register in respect of this development.
- 1.3 The Purchaser wishes to purchase a unit/s in the development from the Seller, who wishes to sell a unit/s to the Purchaser, upon the terms and conditions as recorded below.
- 1.4 What the above means is that the Purchaser will not become the owner of freestanding property and will be the owner of the apartment only and be a co-owner, along with all other owners of apartments, in an organisation called a body corporate, of all the common amenities, and the land not built upon, in the development.
- 1.5 The construction contractor of the development shall be TGP Construction Cape Town (Pty) Ltd (Registration Number: 2017/506093/07) with its registered address at Loch Lynne Farm, Koeberg Road, Durbanville, 7550.

2. SALE OF UNIT

- 2.1 The Seller sells to the Purchaser who purchases the unit in the development.
- 2.2 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 apartment
- 2.3 If necessary, the Seller shall be entitled to amend or substitute the materials or equipment, as per Schedule C, without reference to the Purchaser, with replacement materials or equipment. The Purchaser shall have no claim against the Seller for this.
- 2.4 In the event of a discrepancy between the specifications, as contained in Schedule C or as substituted by the Seller in accordance with clause 2.3, and the specifications of the plans as contained in Schedule B or the final

approved plans, then the specifications shall prevail as correct.

3. PURCHASE PRICE

The purchase price is inclusive of VAT as listed in Schedule "A". In the event of the rate of VAT [which is currently 15%] increases or decreases 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:

4.1.1 A deposit of R_____ shall be paid to the attorneys in cash or by bank guaranteed cheque 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 in an interest bearing savings account, which interest shall accrue to the Purchaser, subject to clause 4.1.2 below.

4.1.2 The Purchaser herewith irrevocably grants the attorneys permission to invest all monies paid to the attorneys in respect of this transaction with a registered bank of their choice, in terms of section 86(4) of the Legal Practice Act 28 of 2014 ("LPA"), upon receipt by the attorneys of proof of payment by the Purchaser together with the required Financial Intelligence Centre Act 38 of 2001 ("FICA") documentation. Interest on the investment will accrue to the Purchaser subject to the provisions of section 86(5) of the LPA, which stipulates that as from 1 March 2019, 5% of the interest accrued on accounts opened in terms of section 86(4) of the LPA must be paid over to the Legal Practitioner's Fidelity Fund. 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 balance of the purchase price, shall be paid against tender of

transfer of the unit in the name of the Purchaser.

- 4.2 All or any payments made by the Purchaser in accordance with this agreement, shall be paid to the Seller and/or the attorneys free of deduction, set-off or exchange, at Cape Town.

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

The Purchaser shall provide the Seller or the attorneys with a bank or other guarantee acceptable to the Seller for the payment of the balance of the purchase price. This guarantee must be provided within 10 (TEN) ordinary 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 10 (TEN) ordinary days of fulfilment of all these suspensive conditions. A bank guarantee is a letter of undertaking which South African banks are able to issue, against payment of their standard fee, if the Purchaser has enough money or a big enough loan facility at the relevant bank.

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

- 6.1. The Purchaser knows that the unit forms part of a property development, the planning, and execution of which is subject to numerous factors outside of the Seller's control. While every effort will be made by the Seller to ensure that the development is proceeded with, there is no guarantee to this effect. Should the Seller be incapable of obtaining transfer of the land on which the development is to be constructed, or should the development lose its commercial feasibility, or should insufficient sales of units in the development be achieved, or should the development not occur for any reason in the

Seller's discretion, then the Seller will be entitled to cancel this Agreement on notice to the Purchaser, who shall then be entitled to return of its deposit.

- 6.2 ***It is recorded that the buildings are presently in the course of planning and/or construction. Many factors will affect the date on which the apartment will be ready for beneficial occupation and for this reason the Seller is not able to give the exact date on which this will occur. The estimated completion date therefore serves as a guideline only and***

does not bind the Seller in any way. The Seller however does undertake to ensure that the apartment will be ready for beneficial occupation within a reasonable period of time from date of signature hereof.

- 6.3 *The Seller shall give the Purchaser at least 1 (ONE) month's written notice of the completion date of the apartment. The completion date is the date on which the municipality issues an occupation certificate or a permission to use a building certificate, or alternatively the date on which the Seller's architect certifies the apartment is completed and ready for beneficial occupation. On the completion date possession and occupation of the apartment shall be delivered to and taken by the Purchaser. Should the Purchaser be unavailable to take delivery or refuse to do so, then delivery of the keys to the apartment to the estate agent shall amount to delivery to the Purchaser. From this date risk in and benefit of the apartment shall pass to the Purchaser. What this means is that from this date the Purchaser shall be responsible if something happens to the apartment and the Purchaser shall also be liable for occupational rent, levies and the cost of all municipal services related to the unit.*
- 6.4 *Should the Seller, for reasons beyond the Seller's reasonable control, not be able to give possession and occupation of the apartment on the date as notified, the Purchaser shall take delivery, possession and occupation, on a further 5 (FIVE) 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 for any loss or damage, whether direct or consequential.*
- 6.5 *Should the Seller and Purchaser disagree as to whether the apartment was/is sufficiently complete for beneficial occupation then this dispute shall be referred to the Seller's architect whose decision shall be final and binding.*
- 6.6 *The Seller shall be entitled to refuse the Purchaser actual possession and occupation of the apartment if the Purchaser is in breach of the agreement. Such a breach may be the failure not to have signed all transfer and bond documents or paid all transfer and / or bond*

registration costs or provided the payment guarantee. In that 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 they had taken possession and occupation.

6.7 The Seller agrees to afford the Purchaser a reasonable opportunity to examine the apartment and for this purpose the Purchaser, or a representative appointed by the Purchaser, shall inspect the apartment with the Seller or a representative of the Seller on the completion date. This inspection shall be to agree what faults and defects are present in the section if any. Both parties shall record these faults and defects in writing in a snag list and the Seller undertakes to remedy these faults and defects within 3 (THREE) months of completion date. Faults and defects reported after completion date shall be dealt with in accordance with clause 17.

6.8 ***Delivery of the unit shall also be deemed to have taken place on the completion date.***

7. OCCUPATIONAL RENTAL

7.1 Occupational rental is an amount which the Purchaser will pay to the Seller for the right to have occupation of the apartment before the Purchaser becomes the registered owner of it and before the Seller receives the purchase price.

7.2 In accordance with the explanation above, should registration of transfer of the unit take place after the completion date, the Purchaser shall pay the occupational rental to the Seller calculated as prescribed in Schedule "A". This occupational rental shall be paid monthly in advance, on the 1st of every month, from the completion date until registration of transfer. If the completion date falls on any day other than the first day of the calendar month, then the Purchaser will pay a pro pro-rata amount for the calendar month in which the completion date fell. The Purchaser will be liable for cash deposit fees charged by the bank, if payments are made in cash.

7.3 The Purchaser agrees that he/she shall not be entitled to refuse payment of occupational rental on account of any faults or defects not yet being repaired

by the Seller, provided that the Seller is within the scope of the periods afforded to it in terms of clause 6.7 and 17.1 of this Agreement.

- 7.4 Late payment penalties shall accrue on any outstanding occupational rental payments due by the Purchaser to the Seller, at R500.00 (five hundred Rand) per month overdue. In addition to this, and without prejudice to any other remedies to which the Seller may be entitled, all overdue amounts shall bear interest at the rate of 8% (eight percent) per annum above the prime bank rate as applied from time to time by Standard Bank, calculated from the first day of the month to date of payment thereof, compounded monthly, which interest shall be due and payable on demand.

8. TRANSFER

- 8.1 ***It is recorded that it will only be possible for the Seller to give transfer of the unit to the Purchaser upon the registration of the Sectional Plan of the development, as provided for in section 12 of the Act, and upon fulfilment of the Purchaser of all his obligations in terms of this agreement.***
- 8.2 The Seller accordingly undertakes to do everything reasonably possible to register the sectional plan as soon as is legally possible. It is recorded that the sectional plans must be drawn by a Land Surveyor which can only be done on completion of the units. Thereafter these plans must be approved by the Surveyor General and registered in the Deeds Office.
- 8.3 Transfer shall be passed, subject to the sectional title register having being opened, as close to completion date as is practically possible.
- 8.4 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) days of being called upon to do so by the attorneys.
- 8.5 Due to the fact that the sale is not subject to transfer duty and no transfer duty will 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.

- 8.6 The Purchaser shall accept transfer of the unit/s subject to all conditions, rules and servitudes benefiting or burdening the unit, the land and the development whatsoever, irrespective of whether they exist at time of signature of this agreement by the Purchaser or whether they are imposed by any competent authority.

9. STATUTORY APPROVALS

9.1 *The Purchaser is aware that the unit forms part of a new township development and as such the Seller is relying on obtaining certain town planning, environmental and other statutory and regulatory approvals before it will be in a position to transfer the unit to the Purchaser.*

9.2 *Specifically, approval of the site development plan, building plans, architectural guidelines and rules of the intended development, of which the unit and development forms part, may be pending, and/or amended before being finally approved.*

9.3 *Should the required final approvals not be obtained within a reasonable time, or should the regulatory authorities require material amendments to the intended development, then the Seller will be entitled to:*

9.3.1 *cancel this Agreement on notice to the Purchaser, in which event all monies paid by the Purchaser in terms of this Agreement will be repaid to it, and the Parties shall have no further claim of whatsoever nature against each other; or*

9.3.2 *increase the Purchase Price, notify the Purchaser in writing of such increased cost and the Purchaser may then, at his/her option, cancel this agreement by providing written notice of cancellation to the Seller within 5 (FIVE) days of receiving written notice from the Seller in respect of the increased cost. Should written notice of cancellation not be forthcoming within the aforesaid period, the Seller and the Purchaser shall proceed with the agreement at the increased Purchase Price and the Purchaser shall be obliged to pay the increase in Purchase Price, or deliver bank guarantees to the Seller's satisfaction for such increased amount, to the Attorneys within 21 (TWENTY ONE)*

days of receiving written notice from the Seller in respect of the increased cost.

10. EXTENT OF SECTION AND CHANGES TO PLANS

10.1 The Purchaser acknowledges that the plans have not yet been approved and that the exact boundaries of the section forming part of the Unit shall be those shown on the final approved Sectional Plan.

10.2 It is recorded that construction is not an exact science and that upon completion of the building it might be that the section is either slightly bigger or slightly smaller than the sizes as recorded in this agreement.

10.2.1 In this event the Purchaser shall only be able to claim compensation from the Seller if the section is more than 10% smaller than as recorded in this agreement. The Seller shall have no claim against the Purchaser if the section is greater in extent.

10.2.2 **The parties agree that a difference of 10% or less in the extent of the section shall not amount to breach of the agreement by the Seller and the Purchaser shall have no claim for compensation for any such shortfall.**

10.2.3 **Should the section be smaller than agreed and should the difference in extent be greater than 10% the Purchaser shall not be entitled to cancel the agreement. The Purchaser shall however be entitled to a proportionate reduction of the purchase price, calculated in accordance with this clause.**

10.2.4 The reduction in purchase price shall be calculated by first establishing the value, per square metre, of the unit by dividing the purchase price recorded in Schedule "A" by the extent of the section as recorded in the plans.

10.2.5 Secondly, the area by which the section is smaller in extent ("the missing square meterage") shall be established.

10.2.6 **The Seller shall be excused from paying compensation for the**

first 10% of missing square meterage, for which the Seller has been excused of liability as set out above.

10.2.7 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.

10.2.8 The extent of the section and the missing square meterage shall be established by the Seller's architect or his nominee, duly appointed in writing.

10.2.9 In the event of either party disputing the Seller's architect's determination of the missing square meterage, the measurement shall be carried out by an independent architect, as agreed upon by the Parties, and whose decision shall be final. The costs in this regard shall be borne by the disputing party.

10.3 It is the intention of the Seller to construct and provide the unit materially in accordance with the plans, which the Purchaser acknowledges have not yet been approved. However, in the event of the Seller having to make changes to the plans as a result of an engineering, architectural, statutory, regulatory or other requirement imposed by the local authority or any other governing or regulatory bodies, the Seller reserves the right and will be entitled, in its discretion, to redesign the unit or the layout of the development pursuant to which event the Purchaser will have no recourse to and/or against the Seller.

10.3.1 The Seller will be entitled to vary the plans of the unit, if in the Seller's discretion, such variance or change is reasonably necessary to, amongst others:

10.3.1.1 *meet any requirement of the local authorities and/or other governing or regulatory bodies; and/or*

10.3.1.2 *meet any special impediments, such as water, sewer*

or electrical lines either above or under the ground or within the buildings; and/or

10.3.1.3 *obtain the approval of the development and/or the opening of the Sectional Title Register; and/or*

10.3.1.4 *address and/or meet any technical and/or legal issues and/or reasons considered necessary by the architect, engineers, land surveyor and/or any local authority or governing or regulatory bodies.*

10.3.2 *The Seller will be entitled to vary the electrical layout of the unit, the elevation and/or plans of the unit, exclusive use areas, buildings and/or common property as a result of or pursuant to an engineering, architectural, statutory, regulatory or other requirement of any local authority or governing or regulatory bodies, whether of a technical nature or otherwise.*

11. EXCLUSIVE USE AREAS

The exclusive use areas allocated to each unit in terms of this agreement shall be created by way of entry into the Body Corporate Rules, 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 Seller 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 the STSMA (which deals with the functions of bodies corporate) shall apply;

12.2 *the provisions of the rules for the development, shall bind the*

Purchaser and be enforceable by the Seller;

- 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 Seller;
- 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 Seller promptly and on demand all municipal charges relating to the unit for periods after the completion date.***
- 12.6 the Seller shall insure the development, including the unit, against all risks deemed necessary by the Seller until the date of the establishment of the body corporate, at which time the body corporate shall be obliged to assume this liability. The Seller shall be entitled to recover a proportionate share of these insurance premiums from the Purchaser calculated on the participation quota allocated to the unit. This contribution shall be payable as part of the levies.

13. LEVIES

- 13.1 As has already been explained in the paragraphs above, the Seller will be carrying out the obligations of the body corporate until it is established and will be bearing the costs associated with this. It is therefore agreed as follows:
- 13.2 ***From the completion date the Purchaser shall be liable for the levy (and any utility-related or meter reading charges) 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 The Seller reserves the right to install fibre optic communication or any other data and/or voice communication services in respect of the development as well as a network to serve each individual unit within the development. In the event that the Seller so elects to install the aforesaid communication and network, an additional levy per month shall be imposed upon the owners by

the Body Corporate for these services. The monthly additional levy will not be calculated according to the participation quota of each unit. The basic monthly charge will be shared in equal amounts by each owner of every unit used as a dwelling whether such owner make use of the service or not. **The Purchaser acknowledges that he/she will be liable for this additional levy plus VAT thereon, an estimate of which is detailed in Schedule "A".**

- 13.4 Until the levies are formally determined by the Body Corporate the levies shall be deemed to be the amount determined by the managing agent referred to in clause 24 below.
- 13.5 All levies 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, then the Purchaser shall be obliged to pay a pro rata share of the levies due for the calendar month in which the completion date occurs.
- 13.6 All levies shall be paid to the Seller until registration of transfer and thereafter to the Body Corporate of the sectional title scheme.
- 13.7 It has been explained to the Purchaser that the levy payable to the body corporate is allocated between the owners of units proportionately to the size of each unit. This allocation is called a participation quota.

14. COSTS

Transfer shall be effected by the attorneys as soon as possible. The transfer costs are included in the Purchase Price. ***The Purchaser shall on demand sign all transfer, loan applications and mortgage bond registration documents.***

Should the Purchaser be registering a bond over the unit to finance any part of the purchase price, the Purchaser shall, on demand, pay the costs of any such bond including the fees charged by the bank, and attorneys' bond registration fees. These amounts are not included as part of the costs of the transaction in Schedule "A", as the Purchaser cannot be obligated to enter into a mortgage agreement and the Seller will have no control over the fees that might be charged for the bond by the bank or the attorneys who register the bond.

15. THE RULES

- 15.1 The rules prescribed in terms of the STSMA, as amended by the Seller prior to the establishment of the Body Corporate, shall apply to the development. 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 stipulates for the creation of rules to ensure this. The rules also deal with procedural issues in the running of the body corporate / the development.
- 15.2 These rules are therefore for the benefit of all the persons who will own units in the development or live in the development.
- 15.3 The Purchaser undertakes to comply with these rules and ensure that any resident/s of his unit also complies.
- 15.4 ***The Purchaser acknowledges that he has read a copy of the draft rules and that he understands the terms and conditions thereof.***
- 15.5 The Purchaser will be obliged to get the written consent of the Body Corporate and Combined Developers (Pty) Ltd when it sells the unit and the next owner must also get consent if it in turn sells the unit. The deeds office will not transfer the unit without these consents (**See also Clause 36**).

16. WARRANTY OF QUALITY

- 16.1 The Seller furnishes a Warranty of Quality in respect of the unit, including both latent and patent defects 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 legally put and to all the surrounding circumstances of the supply;
- 16.1.4 Compliant with any applicable standards set out under the Standards Act 29 of 1993, or any other public regulation.
- 16.2 The aforementioned warranty shall be applicable for a period of 3 (three)

months from the completion date.

- 16.3 The Seller also furnishes to the Purchaser the Standard Home Builders' Warranty prescribed by the National Home Builders Regulation Council in their SHBW010396 form which applies to the substructure; superstructure and roof structure.
- 16.4 The Seller furnishes no further warranties in respect of the unit and in all other respects the unit is sold without any further warranties in respect of faults or defects as defined in this agreement or the common law.
- 16.5 The Purchaser shall, in writing to the Seller's nominated representative, report:
- 16.5.1 all faults and defects within 3 (three) months of the completion date;
- 16.5.2 any roof leaks within 12 (twelve) months of the completion date;
- 16.5.3 any structural defects within 5 (five) years of the completion date.
- 16.6 The Seller undertakes to honour the warranty periods, as set out in clause 16.5, but the Seller will not accept liability or responsibility for any complaints lodged after these relevant time periods.

17. REPAIR OF FAULTS AND DEFECTS

- 17.1 The Seller shall repair any faults and defects which occur in the warranty period as set out in clause 16 within 3 (three) months of being made aware thereof in writing, subject to those faults and defects being reported to the Seller in writing before the expiry of the relevant warranty.
- 17.2 The Seller or any other person duly authorised thereto on its behalf, shall be entitled to enter the unit, on reasonable notice given, to inspect the unit, to make repairs to the unit, or to effect repairs to any other unit in the complex that is situated above, below or adjacent to the Purchaser's unit, and which repairs necessitate access and/or entry to the Purchaser's unit. Should the Purchaser unreasonably refuse to provide the Seller with the required access to the unit to attend to the repair of faults and defects, the Seller shall not be bound by the periods set out in clauses 17.1 and 6.7 of the Agreement; and

in such event the Purchaser may forfeit his/her warranties as set out in this Agreement.

17.3 The Seller shall not be obligated to repair any damage, fault or defect which is the result of the Purchaser's actions or omissions or those of his visitors, co-inhabitants or any other person present at the apartment other than employees and agents of the Seller. The Seller 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 Seller shall not be obligated to repair any damage, fault or defect arising from the Purchaser's failure to adequately maintain the apartment or which results from wear and tear due to the occupation of the apartment.

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

18. GENERAL TERMS RELATED TO THE WARRANTIES

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

19. WORK IN PROGRESS, RISK AND INDEMNITY

19.1 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.

19.2 The Purchaser consents to such building work continuing until the development is fully built and finally completed.

19.3 ***The Purchaser acknowledges that the on-going building work will create a possible risk of damage to property or serious injury or death to people. The Purchaser voluntarily assumes these risks and indemnifies the Seller, his agents, employees, contractors or sub-contractors and anyone acting for or controlled by the Seller against***

any claim for damages. This indemnity shall however not be binding if such damage or injury results from gross negligence of the Seller, his agents, employees, contractors or sub-contractors or anyone acting for or controlled by the Seller.

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

Purchaser

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.

20.2 The Seller is not prepared to enter in to this agreement with any Purchaser if the transaction has resulted from direct marketing. ***The Purchaser therefore warrants that this transaction has not resulted from direct marketing and the Seller enters into this transaction relying upon such a warranty.***

20.3 If 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 as a result thereof on the basis of the Purchaser's breach of warranty.

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) days after being called upon in writing to rectify same, then the innocent party shall be entitled (but not obligated) 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 and claim damages; or

21.1.2 to claim immediate performance and/or payment of all the defaulting party's outstanding obligations in terms hereof and claim damages.

- 21.2 Upon cancellation by virtue of default, and ***should the defaulting party have been the Purchaser, the Seller shall be entitled to retain all amounts paid by the Purchaser on account of the Purchase Price, including the deposit, as reasonable pre-estimated damages in addition to the further rights set out in the breach paragraph above.***
- 21.3 The Seller's claim for damages against the Purchaser, by virtue of the Purchaser's default, shall rank above that of any claims relating to this Agreement by other parties.
- 21.5 Upon cancellation by virtue of default, and ***should the defaulting party have been the Seller, the Seller shall pay to the Purchaser an amount equal to the deposit paid by the Purchaser and the Purchaser shall be entitled to retain this amount as reasonable pre-estimated damages in addition to the further rights set out in the breach paragraph above.***
- 21.6 Should the defaulting party be the Purchaser, and should the Purchaser dispute the Seller'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 shall be entitled to claim and accept payment of such amounts without prejudice to the Seller's claim for cancellation and return of the possession of the apartment to the Seller.
- 21.7 ***Should a party ("the guilty party") breach this agreement and the other party ("the innocent party") elect not to exercise its right to cancel this agreement but instead to institute proceedings seeking an order that obligates the guilty party to perform in terms of this agreement, that election by the innocent party will not be final and will not prevent the innocent party from exercising its right to cancel this agreement at a later date based on the same instance of breach for which legal proceedings were instituted.***
- 21.8 Notwithstanding the provisions of paragraph 21.1, neither party shall be entitled to cancel the agreement after 7 (SEVEN) days' notice if the breach complained of is not reasonably capable of being remedied in the 7 (SEVEN)

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. ROUWKOOP

In the event of the Purchaser cancelling this Agreement on any ground whatsoever (except for cancellation contemporaneous with the breach of this Agreement pursuant to clause 21 herein), the Purchaser shall forfeit its deposit and shall be liable for the Seller's incurred costs and expenses, including without limitation, all commitments to the Seller's appointed Conveyancers, Estate Agents and/or any other Service Provider, all as determined by Seller.

23. INSPECTION OF UNIT

The Seller and/or the Seller'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.

24. MORTGAGE LOAN - SUSPENSIVE CONDITION

24.1 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" or such lower amount as the Purchaser may accept to enable him to perform in terms of this agreement and that if such a loan is not granted then this agreement shall become null and void.

24.2 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 class into which the purchaser falls.

24.3 The loan must be finally approved by no later than the date or within the time period set out in schedule "A", or such later date as the Seller in its sole discretion may allow.

24.4 The Seller and/or the Seller's estate agent are hereby authorised and furnished with the necessary authority to assist the Purchaser by applying for a mortgage loan on behalf of the Purchaser. The Purchaser undertakes to provide all the required documentation and information to enable the

application for the mortgage loan to be obtained. The Purchaser maintains the duty to do everything reasonably possible to obtain the mortgage loan.

25. MANAGING AGENT

The Seller may appoint and delegate any or all of its powers and duties in the management of the development to a managing agent of its choice, for a maximum period of 1 (ONE) year from the date of the opening of the Sectional Title Register. This managing agent shall be entitled to exercise all such powers as the Seller may determine. Nothing in this clause shall, however, be interpreted to relieve the Seller of any of its obligations to the Purchaser as set out in this agreement.

26. JURISDICTION AND LEGAL COSTS

26.1 ***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.***

26.2 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 for any legal proceedings arising from or related to this agreement, even if that court does not usually have jurisdiction to hear the matter. The purpose hereof is to allow the disputes to be heard in the Magistrate's Court with quicker proceedings and lower costs, rather than the High Court.

26.3 Notwithstanding what has been stated in the paragraph above, either party shall be entitled to institute any legal proceedings against the other arising out of this agreement in any court having jurisdiction or such party shall not be prejudiced in any costs order as a result of their choice of court.

26.4 The party who is successful with their claim or their defence shall be entitled to recover from the other party all legal costs incurred by the successful party in the legal proceedings on a scale as between attorney and client.

27. GENERAL

- 27.1 ***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.***
- 27.2 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 the agreement. Should either party not strictly enforce their rights under the contract 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.
- 27.3 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, i.e. the liability of each of the Purchasers shall be joint and several with the others.
- 27.4 The Purchaser warrants that he is fully up to date with all his obligations to the South African Revenue Services and that he will remain so until the unit/s is transferred to him. The purpose of this warranty is to ensure that there are no tax defaults that 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.
- 27.5 The Purchaser records, in the space provided in Schedule "A", all of the representations and promises that have been made to him by the Seller and/or the agent and/or a person acting on behalf of the Seller which has caused the Purchaser to enter into this agreement.
- 27.6 The Purchaser warrants that no other representations have been made to him which has caused the Purchaser to enter into this agreement.
- 27.7 The Seller shall be entitled, on written notice to the Purchaser, to amend and/or vary the terms and conditions of this Agreement as a result of any application of existing, new and/or amended law(s), rule(s), ordinance(s), tax(es), statute(s), requirement(s), code(s) and regulation(s) of all

governmental authorities applicable to this Agreement.

27.8 It is recorded that all marketing materials are for visualisation purposes only and subject to change. The look of the final product may differ. The Seller will not be held bound by the contents of marketing materials, nor be held liable for any deviations.

27.9 The Seller hereby agrees and gives its consent to the estate agent/s involved in the sale, and to the Attorneys who will register the transfer of the property, to process its personal information for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act.

27.10 The Purchaser hereby agrees and gives its consent to the Seller and the estate agent/s to sharing this Agreement and the Purchaser's personal information with the Attorneys for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act.

28. CHOSEN ADDRESSES FOR SERVICE OF NOTICES

28.1 The parties hereby choose the following addresses as the addresses at which they will accept all notices including legal notices and summonses for the purposes of or related to this agreement:

28.1.1 the Seller at the address recorded in the definitions;

28.1.2 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 in writing of any other address;

28.2 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".

28.3 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.

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

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

29. COMMISSION

29.1 Commission (if applicable) shall be payable to the estate agent by the Seller on registration of transfer of the unit to the Purchaser in the amount as agreed between the Seller and the estate agent.

29.2 The Seller shall not be liable to pay the estate agent commission before registration of transfer of the unit has taken place. However, should this agreement be cancelled by virtue of the Purchaser's default, the Purchaser shall be liable for the full commission and the estate agent shall be entitled to recover same from the Purchaser.

30. RESALES

30.1 Until such time as the Seller has sold all the units in the development, the Purchaser is not allowed to sell or in any way dispose of the unit/s purchased in this agreement, except in favour of the Bank where the Purchaser has breached the loan agreement with the Bank. The Seller may however give the Purchaser written authority to sell before that date has arrived.

30.2 The Purchaser shall ensure and warrants that any subsequent agreement relating to the sale, alienation or disposal of the unit, shall contain this clause. Notwithstanding any such resale, the Purchaser shall ensure that his guarantees (or finances) shall remain available and in place at all times, and shall be obliged to take transfer of his unit. The Purchaser shall not be entitled to pass transfer to his purchaser simultaneously when taking transfer of his unit.

31. COMPLIANCE CERTIFICATES

The Seller 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 if the unit is situated in the municipality of Cape Town,

a certificate of compliance as contemplated in the City of Cape Town's water by-law of 2010 in respect of the unit.

32. 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 Sectional Titles 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 on-going construction activities on the site and furthermore accepts that any amenities serving the whole development, or improvements of the common property may only be constructed with the final phase.

33. COMPANY/CLOSE CORPORATION - TO BE FORMED - SURETYSHIP

33.1 This clause only applies if the Purchaser is acting on behalf of a company or close corporation 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 or close corporation (as the case may be) on whose behalf he acts is not incorporated (registered) within 45 (FORTY FIVE) days of date of signing of this document; and/or***

33.2.2 ***if the company/close corporation fails to adopt and ratify this agreement within 7 (SEVEN) days of date of incorporation (registration).***

33.3 ***If the company/close corporation 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/close corporation 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 / close corporation 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 first and the Seller may enforce the full agreement and/or claim for damages against the signatory.

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

- 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.
- 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 first and the Seller may enforce the full agreement and/or claim for damages against the signatory.

35. BOND ORIGINATOR

- 35.1 In the interest of obtaining bond approval as soon as possible, the Purchaser will, where this agreement is subject to the Purchaser obtaining mortgage finance, use the services of BondMatters ("BondMatters") as a mortgage originator, and will forward all documents required by BondMatters for the submission of a mortgage bond application with the major banks. ***This is to the benefit of the Purchaser because the system of mortgage origination used by the Seller avoids delays and therefore reduces the price of the Seller's products.***
- 35.2 **Should the Purchaser fail to make use of the services of BondMatters and obtain a bond from another recognized financial institution, then the Purchaser shall pay a penalty equal to 1% (one percent) of the**

Purchase Price before transfer and on demand from the Seller. No penalty will be payable by the Purchaser where BondMatters has failed to obtain a mortgage bond for the Purchaser on terms acceptable to it.

35.3 The Seller may upon request from the Purchaser waive the Purchaser's obligation to use BondMatters in instances where it is in the Seller's opinion reasonable to do so, such as in the case of private bank clients who cannot obtain bonds by use of mortgage originators.

35.4 The Seller acknowledges that consent is required to proceed with the home loan application process. The Seller hereby agrees and gives consent to BondMatters to process its personal information for purposes relating to the home loan application to be made by the Purchaser whom is interested in purchasing the Unit and with whom this Agreement is entered into.

35.5 The Purchaser acknowledges that consent is required to proceed with the home loan application process. The Purchaser hereby agrees and gives consent to the Seller and the estate agent/s to sharing this Agreement and the Purchaser's personal information with BondMatters for purposes relating to the home loan application to be made by the Purchaser, which consent is more detailed in Schedule "D" attached hereto.

36. SCHEDULES

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

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

Schedule "B", being the plans which show the unit/s in three dimensions, where the unit is positioned in the development and the exclusive use areas; and

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

Schedule "D", being the Purchaser's consent form.

37. TITLE CONDITIONS

The following special conditions imposed by Combined Developers (Pty) Ltd in its favour and the favour of the Body Corporate, will be registered against the title deed:

Restriction on Alienation: This unit shall not be sold or alienated in any way nor shall any transfer thereof be registered without the written consent of the

Body Corporate and Combined Developers (Pty) Ltd, which consent will not be unreasonably withheld. *By registering this condition against the title deed, it allows the developer and the Body Corporate to uphold and safeguard the standard and condition of the development as intended, and it ensures compliance by the owners of all the conduct and management rules pertaining thereto, which in turn shall also be to the benefit of the owners.*

38. SERVITUDES

38.1 Despite the fact that the land and/or buildings comprising the development 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 (whether to benefit or burden the unit) over the land and/or units as and when so required by the Seller, its successors-in-title, any adjacent land owner(s), the body corporate or any other appropriate authority.

38.2 The Purchaser hereby consents to the registration of any servitudes and agrees to enter into a Notarial Deed of Servitude in general terms when called on to do so, to be registered against the land or the unit; and undertakes to sign, without delay, whatever Power of Attorney, other declaration and/or agreement as may be reasonably required for the registration of such Notarial Deed of Servitude. Upon final determination of servitudes, the Purchaser shall *mutatis mutandis* consent to the registration of such specific servitudes.

SIGNED at _____ on this ____ day of _____ 20____,
for and behalf of **THE SELLER** who warrants that he/she is duly authorised thereto.

Full name

Signature

Capacity of signatory

ID Number of signatory

AS WITNESSES:

1.

Full name

Signature

Capacity of witness

ID Number of witness

2.

Full name

Signature

Capacity of witness

ID Number of witness

SIGNED at _____ on this ____ day of _____ 20____,
for and behalf of **THE PURCHASER** who warrants that he/she is duly authorised thereto.

Full name

Signature

Capacity of signatory

ID Number of signatory

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 BRING SPECIAL RESPONSIBILITIES TO YOU OR LIMIT THE OBLIGATIONS OF THE SELLER TO YOU.

The Purchaser's spouse, if the Purchaser is married in community of property or according to the laws of a country other than the Republic of South Africa, by signature hereof accepts

the purchase of the unit, and, if a mortgage bond is required, consents to the mortgage of the unit. This is not required if the Purchaser is married out of community of property.

.....
Spouse

.....
Spouse

AS WITNESSES:

1.

Full name

Signature

Capacity of witness

ID Number of witness

2.

Full name

Signature

Capacity of witness

ID Number of witness

We, the estate agent/s, accept the benefits hereof:

SIGNATURE

NAME OF ESTATE AGENT

SCHEDULE "A" to Sale Agreement for ARNIM, HAASENDAL APARTMENTS

Seller: K2018307676 (SOUTH AFRICA) (PTY) LTD
(REGISTRATION NO: 2018/307676/07)

Address: 3rd Floor, Madison Square, Cnr Carl Cronje &
Tyger Falls Boulevard, Tyger Falls, Bellville, 7530.

Email: lynette@tgpconstruction.com

Full names of **Purchaser:** _____

Residential and Postal
address of Purchaser : _____

Email address: _____

Date of Birth: _____

Identity/Registration No: _____

Marital Status: Married according to S.A. Law YES/NO

Out of Community of Property / In Community of Property

Married according to Foreign Law being the Laws of:

[Complete/Delete appropriately]

Date and Place of Marriage: _____

If married in community of property,
full names of Spouse: _____

Telephone Number: (WORK) _____

(HOME) _____

(CELL) _____

Purchase Price of unit inclusive of VAT: R_____

Vat portion of purchase price:

R _____

Transfer Costs fees: R _____

VAT on transfer costs: R _____

Transfer costs disbursements R _____

Total transfer costs: R _____ R _____

Total price of transaction, including applicable taxes: R _____

Deposit Amount: R _____

Bond Amount: R _____

[if left blank then this agreement shall not be subject to the granting of a bond]

The loan to be finally approved within 45 (FORTY FIVE) days after signature hereof by the Seller, or such extended date as the Seller in his sole discretion may allow

Estimate Levy per month: R _____

Inclusive/exclusive of VAT in an amount of R _____

Additional Levy per month for Data and Telecommunication services:

R _____ (please note that this is an estimate amount)

Inclusive/exclusive of VAT in an amount of R _____

Occupational Rental: 0.80% of the purchase price per month: R _____

subject to change and review by the Seller from time to time, in the Seller's sole discretion. The Seller will timeously notify the Purchaser of any change to the Occupational Rental amount and the Purchaser shall be bound thereto.

Purpose for which the Unit will be used: _____

The Purchaser must record here, for the record and for the Seller to know, the

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

Purchaser's Questionnaire;

Do you have an income tax reference number and if so, state it		
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.	
For what purpose do you intend to use the property [i.e., primary residence, rental, etc.]		
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. _____	
How did you hear about the development?		

The Purchaser hereby acknowledges receipt of a copy of this agreement

PURCHASER

PURCHASER