



AGREEMENT OF SALE
IN RESPECT OF A SECTIONAL TITLE UNIT
BEFORE THE OPENING OF THE SECTIONAL TITLE REGISTER

Between

Sitari Construction and Development Erf 131 Proprietary Limited
Registration Number 2016/463110/07
herein represented by André Du Plessis duly authorised thereto
Address: c/o STBB Somerset West, 1st Floor, Dynarc Triangle, Urtel Crescent,
Somerset Mall, Somerset West, 7130
("Seller"), and

("Purchaser"), and

("Contractor")

Stage:	1
Phase:	1A
Name of Scheme:	MEADOW LANE
Section/Unit number:	_____
Level:	_____
Estate Agency	Sitari Property Sales (Pty) Ltd
Sales Agent:	_____

COVERING SCHEDULE

1. PARTIES	
1.1. Seller:	Sitari Construction and Development Erf 131 Proprietary Limited (Registration Number 2016/463110/07)
Address:	c/o STBB, Smith Tabata Buchanan Boyes 1 st Floor, Dynarc Triangle, 13 Urtel Crescent Somerset Mall, Somerset West, 7130
1.2. Purchaser (full names):	
Identity No. / Registration No. / Date of Birth:	
Purchaser's Income Tax Reference No.:	
Representative's full names (if signing on behalf of a legal entity) :	
Residential Address (street address): (in the RSA only)	
Postal Address:	
Telephone No: (Home)	
(Work)	
(Cell)	
(Fax)	
E-mail address:	
Marital Status:	Single <input type="checkbox"/> Married <input type="checkbox"/>
(How married?)	in community of property <input type="checkbox"/>
	out of community of property without accrual <input type="checkbox"/>
	out of community of property with accrual <input type="checkbox"/>
	foreign marriage <input type="checkbox"/>
If foreign marriage, governed by the laws of:	(state country)
Married by Customary Law:	
Names Full of Spouse:	
Identity No. / Date of Birth:	
Name of alternative contact person:	
Telephone No: (Home)	
(Work)	
(Cell)	
(Fax)	
E-mail address:	
Residential address (Street):	

2. SUBJECT MATTER	
2.1. Stage	1
2.2. Phase	1A
2.3. Name of Scheme	MEADOW LANE
2.4. Section/Unit number	
2.5. Extent of Section/Unit (approximately)	m ²
2.6. Exclusive Use Areas Allocated by the Body Corporate in terms of the Management Rules and in terms of Section 10(7) and (8) of the Sectional Titles Schemes Management Act, 2011	
	Garden Number:
	Garage Number:
	Covered Parking Number:
	Open Parking Number:
	Store Room Number:
3. PURCHASE PRICE	
3.1. Purchase Price of the Property (Inclusive of VAT)	R
3.2. Deposit (10% of the Purchase Price)	R
3.3. Balance on Transfer Date (to be secured by way of cash payment or a guarantee as provided for in Clause 3.6 below)	R
3.3.1. Cash	R
3.3.2. Loan Amount	R
3.4. Date for payment of the Deposit	Within 7 (Seven) days after the Signature Date
3.5. Date Loan must be granted by	Within 30 (Thirty) days after the Signature Date
3.6. In the event the purchase price is paid in cash	Within 14 (Fourteen) days of signature of this Agreement
3.7. Occupational Rental (pro rata per month)	
4. ESTIMATED TRANSFER DATE	
Date	
5. ESTIMATED LEVY (EXCLUDING RATES)	
Amount payable (incl VAT)	
6. ESTIMATED RATES & TAXES	
Rates and taxes	To be determined by the Local Authority
7. TRANSFERRING ATTORNEY	

Name of Attorney:	Smith Tabata Buchanan Boyes (STBB) at 1 st Floor, Dynarc Triangle, 13 Urtel Crescent, Somerset Mall, Somerset West, Per A Van Rooyen / M Williams, Tel no: 021 850 6400 Bank Account details: STBB Trust account, Absa Bank, Account No: 071 362 3709, Branch Code 632005, Reference No: (Unit number, Meadow Lane, Purchaser's surname)
8. BOND BROKER	
Name of Bond Broker:	Mortgage Max (Go Bond) Attention: Sandi van Rensburg Cell Number: 082 453 6425 E-Mail Address: sandi@go-bond.co.za
9. ESTATE AGENT	
9.1. Company:	Sitari Property Sales (Pty) Ltd
9.2. Sales Agent:	
Address:	Madison Square 5 th Floor 4 Howick Close Tygerfalls Bellville
Telephone number:	021 201 7337
Email address:	info@sitari.co.za

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Annexure C	Finishing Schedule
Annexure D	Purchaser FICA Requirements
Annexure E	Purchaser Resolution
Annexure F	List of Preliminary Participation Quotas
Annexure G	SCEMHOA Constitution and Rules (not attached to this agreement but it is available on the following website www.sitari.co.za)
Annexure H	Meadow Lane Conduct Rules (not attached to this agreement but it is available on the following website www.sitari.co.za)
Annexure I	Meadow Lane Management Rules (not attached to this agreement but it is available on the following website www.sitari.co.za)
Annexure J	Allocation Schedule
Annexure K	Investment Mandate
Annexure L	Levy Schedule
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Annexure N	Unit Layout Plans

1. PARTIES

1.1. SELLER

The Seller means the Party as more fully described in Clause 1.1 of the Covering Schedule.

1.2. PURCHASER

The Purchaser means the Party as more fully described in Clause 1.2 of the Covering Schedule.

2. INTERPRETATION

In this Agreement:

- 2.1. unless the context clearly indicates otherwise, words importing the singular shall include the plural, words importing the masculine, feminine or neuter shall include the others or such genders, and words importing persons shall include bodies corporate, and vice versa in each instance;
- 2.2. expressions with reference to writing shall be construed as including reference to printing, lithography, photography and other modes of representing or reproducing words in visible form;
- 2.3. when any number of days is prescribed, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 2.4. where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail;
- 2.5. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any person, then, notwithstanding that it is only in the definition Clause of this Agreement, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 2.6. the Annexures to this Agreement are deemed to be incorporated in and form part of the Agreement.
- 2.7. In this Agreement the following terms and conditions shall, unless inconsistent with the context, bear the meanings stated hereunder and cognate terms and expressions shall bear corresponding meanings:
 - 2.7.1. "Agreement" means this Agreement together with all the Annexures thereto;
 - 2.7.2. "Balance of the Purchase Price" means the Balance of the Purchase Price described in Clause 3.3 of the Covering Schedule;
 - 2.7.3. "Body Corporate" means the Meadow Lane Body Corporate which will come into existence with the transfer of the first Unit from the Seller to a Purchaser in this Scheme;
 - 2.7.4. "Bond Broker" means the Bond Broker referred to in Clause 8 of the Covering Schedule;
 - 2.7.5. "Building" means the Building constructed or to be constructed on the Land being a portion of the Parent Property as depicted on Annexure A and Annexure B and which will be constructed substantially in accordance with the Scheme Plan

(Annexure A), Site Development Plan for Meadow Lane (Annexure B) and the Finishing Schedule (Annexure C);

- 2.7.6. "Business Day" means any Day except a Saturday, Sunday or Officially proclaimed public holiday;
- 2.7.7. "Common Property" means the land included in the Scheme as well as all parts of the building as are not included in any of the Sections;
- 2.7.8. "Completion Date" means the date of the Handover Inspection;
- 2.7.9. "Components" means the individual components stipulated in Clauses 2.4 and 2.6 of the Covering Schedule;
- 2.7.10. "Covered Parking" means the Covered Parking described in Clause 2.6 in the Covering Schedule allocated to the specific Section by the Body Corporate as an Exclusive Use Area and as indicated on the Allocation Schedule (Annexure J);
- 2.7.11. "Covering Schedule" means the Covering Schedule contained in the first part of this Agreement;
- 2.7.12. "Constitution" means the Constitution of SCEMHOA (Stage 1) approved or to be approved by the Local Authority, available on the Website;
- 2.7.13. "Contractor" means a NHBRC approved building contractor to be appointed by the Seller, who signs this Agreement only insofar as the rights and Obligations of the Contractor is concerned;
- 2.7.14. "CPA" means the Consumer Protection Act, Number 68/2008, as amended;
- 2.7.15. "CSOS" means the Community Schemes Ombud Service Act; Act 9 of 2011;
- 2.7.16. "Deposit" means the Deposit described in Clause 3.2 of the Covering Schedule;
- 2.7.17. "Defects List" means the list of defects as agreed upon by the Parties during the Hand-over Inspection;
- 2.7.18. "Developer" means Sitari Country Estate (Pty) Ltd, Registration Number: 2007/033501/07 and includes its successors in title, nominees or assigns;
- 2.7.19. "Development" means the development to be established on the Parent Property and which is to be known as Sitari Country Estate;
- 2.7.20. "Development Period" means
 - 2.7.20.1. the date of transfer of the last saleable Unit/Erf in the development of the Parent Property by the Developer, or
 - 2.7.20.2. the date when the Developer notifies SCEMHOA and any applicable Body Corporate that it waives its rights herein, whichever is the earliest;
- 2.7.21. "Direct Marketing" means to approach a person, either in person or by mail or electronic communication for the direct or indirect purpose of promoting or offering to supply, the Property to that person;
- 2.7.22. "Due Date" means the date for the fulfillment of any condition referred to in this Agreement or the date for the payments of any amounts due in terms of this Agreement, as the case may be;

- 2.7.23. "Estate Agent" means the Estate Agent referred to in Clause 9.1 and 9.2 of the Covering Schedule;
- 2.7.24. "Exclusive Use Areas" means the Exclusive Use Areas stipulated in Clause 2.6 of the Covering Schedule, which forms part of the Common Property and will be reserved for the exclusive use of the owner of the Unit by way of allocation in terms of Section 10(7) and (8) of the Sectional Titles Schemes Management Act, 2011, by the Body Corporate in terms of the Rules;
- 2.7.25. FICA: means the Financial Intelligence Centre Act No 38 f 2001, as amended from time to time;
- 2.7.26. "Finishing Schedule" means the Finishing Schedule as per Annexure C to this Agreement;
- 2.7.27. "First Meeting" means the First Meeting of the Body Corporate in terms of Section 8 of the Sectional Titles Schemes Management Act, 2011;
- 2.7.28. "Floor Area" means the Floor Area shown on the estimated participation quota as per Annexure F.
- 2.7.29. "Foreigner" means a person who is not a citizen of the Republic of South Africa as defined in the South African Citizenship Act, Act Number 88 of 1995, as amended, which Act is available on the Website;
- 2.7.30. "Garage" means the Garage described in Clause 2.6 of the Covering Schedule, allocated to the specific Section by the Body Corporate as an Exclusive Use Area as indicated on the Allocation Schedule (Annexure J);
- 2.7.31. "Garden" means the means the Garden described in Clause 2.6 of the Covering Schedule, allocated to the specific Section by the Body Corporate as an Exclusive Use Area as indicated on the Allocation Schedule (Annexure J);
- 2.7.32. "Hand-over Inspection" means an inspection of the Unit by the Contractor or its representative, and the Purchaser, after the completion of the Unit, at which inspection the Parties will agree to the Defects List;
- 2.7.33. "Initiation Fee" means the Initiation Fee due and payable by the Purchaser to the bank or other financial institution approving the loan referred to in Clause 6.3 of this Agreement;
- 2.7.34. "Interim Levies" means the Levies that will be payable by the Purchaser to the Seller up to the First Meeting;
- 2.7.35. "Land" means Erf 131, Sitari, City of Cape Town, Western Cape Province;
- 2.7.36. "Levies" means the Levies that will be payable by the Purchaser to the Body Corporate which in turn will be paid over to SCEMHOA, as the case may be;
- 2.7.37. "Loan Amount" means the amount as referred to in Clause 3.3.2 of the Covering Schedule;
- 2.7.38. "Local Authority" means the Local Authority having jurisdiction over the Parent Property being at present the City of Cape Town, and shall include its successor in title;
- 2.7.39. "LUPA " means the Western Cape Land Use Planning Act, Act 3 of 2014 and includes any superseding legislation or sub-ordinate legislation;
- 2.7.40. "NCA" means the National Credit Act, No 34/2005, as amended;

- 2.7.41. "Normal Wear and Tear" means the Normal Wear and Tear ascribed to improvements to Property in general, including but not limited to touch-up paint of any nature, hairline cracks in the plaster work, any shrinkage/movement and expansion cracks between different components / materials used or cracking which might appear in control movement joints, any mould growth caused by a lack of ventilation and/or condensation, any doors and windows slamming in windy conditions or any damages caused thereby, wind and rain entering through open windows and doors and hot water cylinders which is covered by the guarantee issued by the supplier thereof;
- 2.7.42. "Occupation Date" means the _____2018;
- 2.7.43. "Occupational Rental" means the amount set out Clause 3.7 of the Covering Schedule;
- 2.7.44. "Occupancy Certificate" means the certificate that the Local Authority issues confirming that the Section has been completed according to the Plan;
- 2.7.45. "Open Parking" means the Open Parking described in Clause 2.6 of the Covering Schedule allocated to the specific Section by the Body Corporate as an Exclusive Use Area as indicated on the Allocation Schedule (Annexure J);
- 2.7.46 "Parent Property" means Erf 1 Sitari, City of Cape Town, Western Cape Province;
- 2.7.47 "Parties" means the Seller and the Purchaser;
- 2.7.48 "Power lines" means the Power lines, servitudes registered over the Parent Property, which Power lines are managed and controlled by Eskom and the Local Authority and are indicated, and includes the pylons constructed in respect of the registered servitudes;
- 2.7.49 "Prescribed AOS" means the Agreement of Sale prescribed by the Developer and agreed to by the Seller, for usage by the Purchaser during the Development Period;
- 2.7.50 "Primary Residence" means a residence in which the Purchaser or, in the instance of the Purchaser being a legal persona, any natural person that holds an interest in the Purchaser, ordinarily resides as his or her main residence;
- 2.7.51 "Prime Overdraft Rate" means the rate of interest per year, which is equal to Absa Bank's Limited publicly quoted Prime Overdraft Rate;
- 2.7.52 "Property" means collectively all the Components of the Subject Matter, as set out in Clause 2 of the Covering Schedule, including the Balcony and Terrace (which form part of the units) , together with an undivided share in the common property determined in accordance with the participation quota and including the exclusive use areas allocated in terms of the Rules;
- 2.7.53 "Purchase Price" means the Purchase Price described in Clause 3.1 of the Covering Schedule;
- 2.7.54 "Purchaser" means the Purchaser referred to in Clause 1.2 of the of the Covering Schedule;
- 2.7.55 "QS" means a professional Quantity Surveyor appointed by the Seller;
- 2.7.56 "Residential Section" means the Unit as described in Clause 2.4 of the Covering Schedule;
- 2.7.57 "Restriction Date" means a period of 5 (Five) years after the Transfer Date;

- 2.7.58 "Rules" means the Meadow Lane Management- and Conduct Rules prescribed by Section 10 (2) and (3) of the Sectional Titles Schemes Management Act, 2011;
- 2.7.59 "Sales Agent" means the Sales Agent referred to in Clause 9.2 of the Covering Schedule;
- 2.7.60 "SARS" means the South African Revenue Services;
- 2.7.61 "SDP" means the means the Stage 1 Site Development Plan approved by the Local Authority, available on the Website;
- 2.7.62 "SDP 2" means the proposed Site Development Plan in respect of Stage 2, available on the Website;
- 2.7.63 "Scheme" means the Sectional Title Scheme that will come into being on registration of the Sectional Plan in terms of the provisions of the Sectional Title Act and the Sectional Titles Schemes Management Act" in respect of the Sections reflected thereon;
- 2.7.64 "Scheme Plan" means the document/plan which indicates the layout of all the Units and Exclusive Use Areas within the Scheme as will appear from Annexure A and Annexure B;
- 2.7.65 "Seller" means the Seller as described in Clause 1.1 of the Covering Schedule;
- 2.7.66 "SCEMHOA" means the Sitari Country Estate Master Home Owners Association established for the Development in terms of LUPA and which Association has a Constitution that has been or must be approved by the Local Authority;
- 2.7.67 "STA" means the Sectional Titles Act, Act No. 95 of 1986 or any amendment thereto and includes the regulations promulgated there under, from time to time;
- 2.7.68 "STSMA" means the Sectional Titles Schemes Management Act, no 8 of 2011;
- 2.7.69 "Sectional Titles Register" means the Sectional Titles Register in respect of the Land and the Building to be registered and opened in terms of the Sectional Titles Act and as provided for in the Sectional Titles Schemes Management Act" ;
- 2.7.70 "Sectional Plan" means the provisional Sectional Plan to be drawn in respect of the Land and Building in terms of the provisions of the Sectional Titles Act and which is to be approved by the Surveyor General;
- 2.7.71 "Signatory" means the person who signs this Agreement for the benefit of a Company, Close Corporation, Trust or other legal person formed or as Trustee for a Company not yet incorporated;
- 2.7.72 "Signature Date" means the date on which the Seller signs the Agreement;
- 2.7.73 "Stage 1" means the development to be established on a portion of the Parent Property, being the first stage of the development known as Sitari Country Estate;
- 2.7.74 "Stage 2" means the development of the Parent Property, excluding Stage 1;
- 2.7.76. "Store Room" means the Store Room described in Clause 2.6 in the Covering Schedule allocated to the specific Section by the Body Corporate as an Exclusive Use Area and as indicated on the Allocation Schedule (Annexure J);
- 2.7.77 "Transferring Attorneys" means the Transferring Attorneys as referred to in Clause 7 of the Covering Schedule;

- 2.7.78 "Transfer Date" means the estimated date referred to in Clause 4 of the Covering Schedule;
- 2.7.79 "Unit" means the Section together with its undivided share in the common property determined in accordance with the participation quota and the exclusive use areas allocated in terms of the Rules;
- 2.7.80 "VAT" means Value Added Tax payable in terms of the VAT Act;
- 2.7.81 "VAT Act" means The Value Added Tax Act No 89 of 1991;
- 2.7.82 "Website" means the Website of the Development available on the internet at the following website address: www.sitari.co.za.

3 RECORDAL

- 3.1 The Seller wishes to develop the Land by the construction of the Building thereon.
- 3.2 The Seller has procured the completion of the Scheme Plan.
- 3.3 The Seller has appointed the Contractor to construct the Building.
- 3.4 The Seller wishes to sell the Property prior to the commencement of the construction of the Building.
- 3.5 The Building has not been completed and the Sectional Plan not yet drawn nor registered and accordingly the exact and final boundaries of the Components will only be reflected on the approved Sectional Plan.

4 SALE

The Seller sells to the Purchaser who hereby purchases -

- 4.1 the Unit subject to the terms and conditions contained in this Agreement, the Annexures, the LUPA approval and the SCEMHOA Constitution and Rules as well as the Rules of the Body Corporate.
- 4.2 The Unit is more fully described on the Scheme Plan and will be finally described on the Sectional Plan.
- 4.3 The Purchaser hereby confirms that the Estate Agent has supplied him with sufficient documentation that enabled him to positively identify the locality of the Scheme, and he is aware of and will at all times strictly adhere to and abide by the SCEMHOA Constitution and Rules as well as the Conduct and Management Rules (as amended from time to time), the Prescribed AOS and the Restriction Period.
- 4.4 The Building shall be constructed substantially in accordance with the Scheme Plan and Finishing Schedule.
- 4.5 In the event of any discrepancy arising from the Scheme Plan and the Finishing Schedule, the provisions of the Finishing Schedule shall prevail.

5 PURCHASE PRICE

- 5.1 The Purchase Price payable by the Purchaser to the Seller for the Unit shall be the amount described in Clause 3.1 of the Covering Schedule, which amount is inclusive of Value Added Tax and which amount is payable as follows:
- 5.1.1 the Purchaser shall pay the Deposit in cash within 7 days of signature of this Agreement, to the Transferring Attorneys. The Deposit will be held in trust by the Transferring Attorneys to be invested by them in terms of section 78(2A) of the

Attorneys Act, until the Transfer Date. The interest of the above, less a reasonable administration fee per year, as will appear from the Investment Mandate attached hereto as Annexure K, in respect of management and/or administration fees payable by the bank to the Transferring Attorneys, will accrue to the Purchaser. The Transferring Attorneys will not be able to invest the Deposit unless the Purchaser has furnished the Transferring Attorneys with:

- 5.1.1.1 all the FICA documentation and information required by the Transferring Attorneys to open an investment account, as may be applicable on the Purchaser as per Annexure D and as required in terms of FICA and the Purchaser agrees to grant the Transferring Attorneys full co-operation and disclosure to comply with the FICA requirements and the Attorneys Act, which documentation must be supplied by the Purchaser to the Transferring Attorneys or before the Signature Date, and
 - 5.1.1.2 payment confirmation which must clearly state the reference number, Residential Section Number, Name of the Scheme and contact details of the Purchaser concerned. The Purchaser shall not be entitled to any interest on the Deposit until the documentation has been provided to the Transferring Attorneys and proof of receipt thereof was acknowledged by the Transferring Attorneys, and
 - 5.1.1.3 a duly signed Investment Mandate (Annexure K), authorising the Transferring Attorneys to proceed with the investment.
- 5.1.2 the balance of the purchase price, as stipulated in Clause 3.3. of the Schedule, shall be payable within 14 days after the suspensive condition, as stipulated in Clause 3.3.2 of the Schedule, has been fulfilled:
- 5.1.2.1 in cash in the Trust Account of the Transferring Attorneys and be invested by the Transferring Attorneys in accordance with the provisions of Section 78(2A) of the Attorneys Act; or
 - 5.1.2.2 be secured by an unconditional guarantee issued by a South African commercial bank drawn in favour of the Seller or its nominee and expressed to be payable against transfer.
- 5.1.3 if the purchase price is payable in cash, such payment is payable as stipulated in Clause 3.6 of the Schedule and to be invested by the Transferring Attorneys in an interest bearing account in the name of the Purchaser in accordance with the provisions of Section 78(2A) of the Attorneys Act. Interest on the purchase price shall accrue for the benefit of the Purchaser. On date of transfer, the purchase price shall be paid to the Seller and the accrued interest to the Purchaser.
- 5.2 All monies due by the Purchaser in terms of this Agreement, and unpaid on the Due Date, shall bear interest at Prime Overdraft Rate for the first 3 (Three) months after the Due Date, and interest at the Prime Overdraft Rate plus 2 (Two) percent for any period exceeding the initial 3 (Three) month period, calculated from the Due Date to the actual date of payment thereof.
- 5.3 All or any payments to be effected hereunder shall be effected by the Purchaser to the Transferring Attorneys free of exchange at Cape Town and without deduction or set off.
- 5.4 In the event that the VAT rate in effect on the Signature Date is at any time after the Signature Date increased or reduced in such a manner that the VAT payable on the supply of the Property is increased or reduced, the Seller may give the Purchaser notice of its intention to increase or decrease the Purchase Price according to the amendment in the VAT rate. If the Purchaser does not accept such amendment, the Seller may withdraw the above notice and notify the Purchaser of its intention to revert to the original Purchase Price, failing to do so this Agreement will lapse and be of no further force of effect.

6 CONDITION PRECEDENT - LOAN

- 6.1 In the event of an amount having been inserted in Clause 3.3.2 of the Covering Schedule, this Agreement is subject to the condition precedent that the Purchaser is granted a loan within 30 days of signature of this Agreement of such extended period as the Seller in its sole discretion in writing may allow, from a South African bank or financial institution in the amount specified in Clause 3.3.2 of the Covering Schedule on the terms that the aforesaid bank or financial institution normally approves mortgage loans for Sectional Title Residential Sections, failing which this Agreement shall lapse and be of no further force or effect.
- 6.2 In the event of the aforesaid condition not being fulfilled within the Initial Period, the Initial Period will automatically be extended with the Extended Period, provided that the Seller may at any time during the Extended Period terminate the Extended Period by giving the Purchaser 5 (Five) Business Days' notice to this effect. The Transferring Attorney will issue the notification on behalf of the Seller, which notification will be in accordance with the provisions of Clause 26 of this Agreement.
- 6.3 The condition set out in Clause 6.1 above will be deemed fulfilled once the aforesaid bank or financial institution to which application has been made for the loan has issued a quotation in terms of Section 92(2) of the National Credit Act to the effect that the application has been approved notwithstanding the fact that such an approval is granted subject to the fulfillment of a condition or conditions or subject to the reservation of the right by such a bank or other financial institution to, at any time prior to payment of the proceeds of the loan to the Purchaser, withdraw such approval.
- 6.4 If the loan is approved for an amount less than the amount stipulated in Clause 3.3.2 of the Covering Schedule and the Purchaser accepts such lower amount in writing, this condition will be deemed to be fulfilled.
- 6.5 The Purchaser expressly authorizes the Bond Broker as its agent to submit a mortgage bond application on the Purchaser's behalf to any financial institution, based on the economic benefit and convenience to the Purchaser. The Purchaser agrees and undertakes to sign all necessary documents and to supply the Bond Broker with any information and/or document/s which is/are required for this purpose. The Purchaser hereby warrants that the information so provided shall be true, accurate and correct.
- 6.6 It is recorded that the abovementioned condition precedent is inserted solely for the benefit of the Purchaser. The Purchaser may waive the benefit of this condition by communicating such waiver to the Seller in writing at any time before the expiry of the abovementioned time limit. In the event the waiver by the Purchaser as aforesaid, this Agreement will not lapse despite the fact that the Purchaser was not successful in the fulfilment of the abovementioned condition.
- 6.7 The parties agree that should the abovementioned condition precedent not be fulfilled or waived timeously, then in that instance this Agreement will lapse, be of no further force or effect and the parties will be restored in the position that they were in when they entered into this Agreement.
- 6.8 In the event of the Purchaser, after acceptance of the loan by the Purchaser, breach the terms and conditions of this Agreement or does not proceed with the bond registration on the Transfer Date, and the Bond Broker receives an account from the bank or financial institution whose loan was not taken up by the Purchaser, then and in that instance, the Purchaser will be liable for the payment of such account and costs, on demand.
- 6.9 The Seller/Developer or their appointees may, at any time after the Signature Date, be allowed to approach the Purchaser with proposals relating to Short-term Insurance and Long-term Insurance Policies.

7 VAT

Except for the Purchase Price, or where expressly set out to the contrary, all other amounts payable by the Purchaser are described as excluding VAT and the Purchaser shall where applicable pay such amounts plus VAT calculated at the rate then applicable, to the Seller or any other party to whom such payment is due.

8 CANCELLATION

8.1 Should the Seller prior to the fulfillment of the condition precedent as referred to in Clause 6 of this Agreement, receive another offer which it, in its sole discretion, wishes to accept, then the Seller shall be obliged to notify the Purchaser of its intention in writing. The Purchaser shall then have 2 (Two) Business Days after the sending of such notification, to waive in writing the benefit of the condition precedent as referred to in Clause 6 of this Agreement, thereby binding himself unconditionally and declaring himself financially able to fulfill all its obligations provided for in this Agreement, failing which this Agreement shall lapse, be of no further force or effect and where after the Parties will be restored in the position that they were in when they entered into this Agreement.

8.2 In the event of this Agreement lapsing by reason of the condition in Clause 8 the Seller will:

8.2.1 immediately instruct the Transferring Attorneys to repay the Deposit plus interest earned thereon, to the Purchaser; and

8.2.2 neither the Seller nor the Purchaser will have any claim for damages or for any other amount or any other claim whatsoever against the other party arising from this Agreement.

9 TRANSFER AND TRANSFER COSTS

9.1 Provided the Purchaser has complied with all his obligations as set out in this Agreement and in particular has paid the Deposit, delivered the guarantee referred to in Clause 5.1.2(b) above and paid the Levies and any other amounts owing in terms of this Agreement, registration of transfer of the Property shall be given by the Seller and taken by the Purchaser as close as possible to the Transfer Date.

9.2 In the event that registration of transfer of the Property and/or, where applicable, registration of a mortgage bond, is delayed or frustrated by any act or omission of the Purchaser, the Purchaser shall pay to the Seller interest calculated at the Prime Overdraft Rate plus 2% (Two) calculated on the Purchase Price from the date on which the transfer would, but for such delay, otherwise have been registered, up to the Transfer Date.

9.3 The Seller shall be liable for and shall on demand pay to the Transferring Attorneys any transfer fees plus VAT that may be payable by reason of this Agreement. If the Purchaser has to register a mortgage bond over the Property, the Purchaser shall pay all costs in respect of the registration of such a mortgage bond, including the Initiation Fee as referred to in Clause 1.1.30 of this Agreement, provided that the Seller will be liable for the payment of the bond registration fees, excluding the Initiation Fee, subject to the conditions that the Purchaser utilize the services of the Bond Broker as referred to in Clause 8 of the Covering Schedule and the bond registration is allocated by the relevant financial institution to the Seller's preferred bond registration attorneys, being the Transferring Attorneys mentioned in Clause 7 of the Covering Schedule.

9.4 The Parties irrevocably authorizes the Transferring Attorneys to sign all necessary declarations and applications on their behalf to enable them to obtain the necessary transfer duty exemptions from SARS.

10 CO-OPERATION TO EXPEDITE TRANSFER

- 10.1 The Purchaser will sign all documents necessary to effect transfer of the Property and return same and all other documents, resolutions, certificates and payment of the bond registration costs and fees as determined by the Transferring Attorneys, to the Transferring Attorneys within 5 (Five) Business Days after having been requested to do so, in writing.
- 10.2 The Purchaser acknowledges and accepts that the Purchaser has bought a Unit/s in a development where a development mortgage bond is or will be registered. Transfer of the Unit will occur simultaneous with transfers to other purchasers necessitated by the Unit sold having to be released from the operation of the mortgage bond. As a result of the above, lodgment of the Purchaser's transfer documents at the Deeds Office may be delayed.

11 ACCEPTANCE OF PLANS, EXTENT, ONEROUS CONDITIONS AND WARRANTIES

- 11.1 The Purchaser acknowledges and agrees that the sectional plans of the scheme has not been prepared nor has it been approved and that accordingly, the exact and final boundaries and are of the Unit and the exclusive use area/s in the scheme will be those shown on the sectional plan as approved from time to time, subject thereto that the approved plan will not materially differ from the plans and specifications annexed to this Agreement. The Seller and the Purchaser shall have no claims against each other should the extent of the Unit , as finally surveyed, be more or less than the aforesaid extent.
- 11.2 The Property is sold subject to all conditions and servitudes pertaining thereto, imposed by any competent authority, the Local Authority, the Seller, the Developer, any professional consultant of the Seller or the Developer or in terms of LUPA or any other applicable legislation or law. The Developer and/or Seller may amend the lay-out of the Development and/or Property, as indicated on the SDP, Scheme Plan, if required by any competent authority, the Local Authority or in terms of LUPA or any other applicable legislation or law.
- 11.3 The Property is sold, subject to the Developer's right, its sole discretion, and without compensation to the Purchaser, to register further servitudes over the Land, as and when so required by the Developer, its successors in title, SCEMHOA, the Local Authority or any other appropriate authority, provided that such servitudes fall within the building lines identified in the Development Controls pertaining to the Land.
- 11.4 By signing this Agreement, the Purchaser and any successor-in-title bind themselves to the insertion of a restrictive condition into the title deed of the Property in the following form or in such other form as may be acceptable to the Registrar of Deeds:
- 11.5 "The transferee, or any successor in title, shall not apply to the Local Authority or any other controlling body for the rezoning or modification of rights of use to the Property, without the written consent of the Developer or its successor-in-title".
- 11.6 The Purchaser hereby agrees to enter into a Notarial Deed of Servitude in general terms when called upon 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, provided that any servitude to be registered in this manner, fall outside the building lines as identified in the Development Controls pertaining to the Land.
- 11.7 The various budgets presented to the Purchaser are estimates of income and expenditure as at the time of conclusion of this Agreement.
- 11.8 The Purchaser acknowledges that he has not been influenced into entering into this Agreement by any express or implied information, statement or representation given or made by or on behalf of the Seller and/or Developer, unless same is expressly and specifically recorded in this Agreement. The Purchaser hereby waives in favour of the Seller

any rights whatsoever which he otherwise may have obtained against the Seller as result of any such information, statement or representation given or made by on behalf of the Seller which is not so expressly and specifically recorded. It is recorded that all artistic, architectural, photographic and in any way visual presentation material including but not limited to models, brochures and pamphlets and the show unit used by the Seller or the Estate Agent or the Sales Agent in the marketing and selling of the Property hereby purchased and sold, have been prepared and distributed as advertising material only; and that the Seller shall in no way be bound and the Purchaser shall have no claim in respect of any information stated therein or impression conveyed thereby; and that no representation is thereby made by the Seller, and that the Parties shall be bound by the terms contained in this Agreement only.

11.9 Portions of the Development may be utilized by the Developer as a Show Village.

11.10 The Purchaser acknowledges that he is aware that the view currently enjoyed and/or the projected view from the Property hereby sold, may be affected by the development of the Parent Property and/or the construction of any further buildings on the Parent Property or any adjacent plot/development in the vicinity of the Property. The Purchaser accordingly acknowledges and agrees that the Purchaser shall have no claim or right of action whatsoever against the Seller arising from such impact on or impairment of the view from the Property, or any derogation from the value thereof, as a result of any such ongoing development or further buildings.

11.11 All undertakings and commitments given by the Seller to the Purchaser in terms of this Agreement are personal to the Purchaser who shall not be entitled to cede, assign or make over its rights thereto.

11.12 The Purchaser declares that he is aware of the fact that SDP 2 and further development rights in respect of Stage 2, has been approved and that the Purchaser hereby irrevocably consent to any amendments to the current SDP 2 and or development rights in respect thereof, as may be agreed between the Developer, in its sole discretion, and the Local Authority or imposed in terms of LUPA or any other relevant legislation. The Purchaser irrevocably waives its rights to object to any amendment as provided for in Clause 11 above.

12 POSSESSION AND OCCUPATION

12.1 The Purchaser shall be placed in possession of the Property on the Transfer Date or the Occupation Date, whichever is the earlier, from which date the Purchaser will be entitled to all income and be liable for all expenses pertaining to the Property.

12.2 The Purchaser acknowledges that on the Transfer Date construction of parts of the Scheme and the Development may not yet have been completed. The Purchaser accordingly hereby acknowledges that he might be subjected to nuisance, noise and other inconvenience from whatsoever cause arising and howsoever arising.

12.3 Where the Occupation Date is a date prior to the Transfer Date, risk in the Property will pass to the Purchaser on the Occupation Date. The Purchaser hereby irrevocably indemnifies the Seller against any claims or damages in respect of any contents held on or inside the Property. The Purchaser acknowledges his responsibility to insure the contents held by him on or inside the Property.

12.4 The Purchaser shall be liable for all the Interim Levies, Levies, rates and taxes, water and electricity consumed in respect of the Property from the Occupation Date.

12.5 The Occupational Rental, as set out in Clause 3.7 of the Covering Schedule, is payable by the Purchaser to the Seller if the Occupation Date is after the Completion Date but prior to the Transfer Date, whether or not occupation has actually been given to and taken by the Purchaser.

- 12.5.1 The Purchaser shall pay the Occupational Rental to the Transferring Attorney, who will receive same on behalf of the Seller, monthly in advance and thereafter on the first day each subsequent month.
- 12.5.2 The Purchaser shall, on the Transfer Date, be refunded a pro rata share of any Occupational Rental that has been paid in advance in respect of the period after the Transfer Date.
- 12.6 In the event that the Seller anticipates that the actual Completion Date will be later than the estimated Transfer Date, it shall give notice to the Purchaser, at least 30 (Thirty) days prior to the Transfer Date, of the new expected Transfer Date. The Purchaser shall have no claim against the Seller for damages or for compensation of any other nature by reason of the Transfer Date having been amended.
- 12.7 Between the Occupation Date and the Transfer Date the provisions of the SCEMHOA Constitution and the Rules as well as the Body Corporate Rules will be binding on the Purchaser.

13 UNIT LAYOUT AND SPECIFICATIONS

- 13.1 The Building and the Property shall be built substantially in accordance with the Scheme Plan, Finishing Schedule and Unit Layout Plans.
- 13.2 The Seller shall be entitled to vary the name of the Scheme and the numbers allocated to the Components on the Scheme Plan.
- 13.3 The Purchaser hereby confirms that the Exclusive Use Areas specified in Clause 2.6 of the Covering Schedule have been allocated to the Unit by the Body Corporate in terms of the provisions of the Rules of the Body Corporate.
- 13.4 The Purchaser further acknowledges that the Exclusive Use Areas have been allocated in accordance with Annexure J. Furthermore that the Exclusive Use Areas may only be allocated to the owners of Units within the Scheme and that any reallocation required to be approved in accordance with the provisions of the Meadow Lane Management Rules, i.e after a special resolution of the owners have been obtained.
- 13.5 The Extent of the Exclusive Use Areas specified in the Annexures are approximate estimations, the final extent to be confirmed in the Sectional Plan to be registered.

14 COMPLETION AND HANDOVER INSPECTION

- 14.1 The Parties or their representatives shall be obliged to attend the Hand-over Inspection at any pre-arranged time, during which inspection the Parties shall agree to the Defects List.
- 14.2 If the Purchaser fails to attend a Hand-over Inspection within a reasonable period after having received written notice thereof by the Seller or the Contractor, then the Completion Date will be determined by the QS. The costs of the QS will be for the account of the Purchaser.
- 14.3 The Contractor shall remedy the defects on the Defects List as soon as reasonably possible.
- 14.4 Notwithstanding the provisions of this Clause 14, the Seller shall strictly enforce, for the benefit of the Purchaser, any guarantee or warranty which it may have. In as far as such guarantee or warranty relates to the Unit, the Seller hereby cedes all its rights in terms thereof to the Purchaser.

15 DEFECTS AND VOETSTOOTS

- 15.1 The Contractor shall, as provided for in the CPA, remedy any material patent and latent defect in the Property due to faulty workmanship or materials, manifesting itself within 6 (Six) months of the Completion Date, provided that the Purchaser notifies the Contractor thereof in writing within the said period of 6 (Six) months.
- 15.2 In the absence of notice as referred to in Clause 15.1 above, the Purchaser shall be deemed to have accepted the Property in a fit and proper condition and be deemed to have acknowledged that the Contractor has fully complied with its obligations as set out in this Agreement and the Property will become "voetstoots". The Contractor, other than as provided for herein, shall not be liable for any defects in the Property or in respect of anything relating thereto, whether patent or latent after expiry of the period as referred to in Clause 15.1 of this Agreement.
- 15.3 In addition to the obligation of the Contractor in Clause 15.1 to remedy patent and latent defects, the Contractor shall in terms of the NHBRC requirements be obliged to: -
- 15.3.1 remedy any material latent defect in the Property due to faulty workmanship or materials, manifesting itself within 90 (Ninety) days of the Completion Date, provided that the Purchaser notifies the Contractor thereof in writing within the said period of 90 (Ninety) Days;
 - 15.3.2 at its own expense repair any roof leaks that occur in respect of the Property within the first 12 (Twelve) months of the Completion Date, provided that the Purchaser notifies the Contractor thereof in writing within the said period of 12 (Twelve) months;
 - 15.3.3 rectify any defect of a patent or latent nature in respect of the substructure, the superstructure and the roof structure of the Property for a period of 5 (Five) years of the Completion Date, provided the Purchaser notifies the Contractor in writing thereof within the said 5 (Five) year period.
- 15.4 The Contractor shall not be liable for any defects in the Property in respect of Normal Wear and Tear or any defects or damages caused by the conduct of the Purchaser, whether wilfully or by his negligence.
- 15.5 The Purchaser shall be obliged to give the Contractor, its Agents and sub-contractors unobstructed access reasonably required to remedy the patent or latent defects that are required to be remedied in terms of Clause 15. Repairs will be done during working hours, Monday to Friday.
- 15.6 Copies of the following documentation will be supplied by the Seller to the Purchaser on the Transfer Date:
- 15.6.1 Occupation Certificate issued by the Local Authority;
 - 15.6.2 NHBRC Certificate

16 CONDITIONS PENDING TRANSFER

The following conditions will apply to the Purchaser from the Occupation Date up to the Transfer Date:

- 16.1 The Purchaser will comply with all the duties as an owner as described in Section 44(1) of the STA, CSOS and the STSMA.

- 16.2 The provisions of the SCEMHOA Constitution and Rules as well as the Meadow Lane Conduct and Management Rules insofar as they cast any duty upon the owner or occupier of a Residential Section, shall bind the Purchaser, who will fully comply therewith;
- 16.3 The Purchaser may not make any additions to the Property;
- 16.4 The Purchaser shall be obliged to maintain the Property in a fit and proper condition and properly painted and shall also maintain the geyser on the Property;
- 16.5 The Purchaser shall not be entitled to subdivide any component for the purpose of selling, donating or in any other manner alienating or disposing of the Purchaser's rights of occupancy or any portion thereof to any other person;
- 16.6 The Purchaser shall be liable for all water and electricity consumed in respect of the Property from the Occupation Date.

17 PHASED DEVELOPMENT

- 17.1 The Seller reserves to itself, and to its successors in title as Developer, all such rights as are provided for in Section 25 of the Sectional Titles Act, to erect and complete a phased development on the Land from time to time, by not later than 50 (Fifty) years from the date of opening of the Sectional Title Register, for its personal account. The phased development may consist of a further Building or Buildings, a horizontal extension of an existing Building, or a vertical extension of an existing Building. The Seller shall be entitled to divide such Buildings into a section or sections and Common Property and to confer the right of exclusive use over parts of such Common Property upon the owner or owners of one or more such sections. After completion of the extension to the Scheme as aforementioned, the participation quotas of all the Sections in the Scheme will be recalculated in accordance with the provisions of Section 32 of the Sectional Titles Act.
- 17.2 From the date of the establishment of the Body Corporate to the date of registration of the Sectional Plan in respect of the extension envisaged in Clause 17.1, the Seller shall be responsible for the upkeep, control, management and administration of that portion of the Common Property upon which such additional Buildings or extension of existing Buildings are to be erected.
- 17.3 The right of the Seller reserved in terms of Clause 17.1 may be exercised by the Seller or its successors in title, provided that the exercise of such right is in accordance with the STA and the STSMA.

18 NATIONAL CREDIT ACT AND OUTSTANDING TAXES

In the event that this Agreement is subject to the National Credit Act, Act 34 of 2005, then the Purchaser warrants that:

- 18.1 Once the bond as referred to in Clause 6 is approved and the pre-agreement and quotation is accepted, the Purchaser shall not do anything that may cause the Purchaser to become over-indebted in terms of the National Credit Act or cause the bank to withdraw the bond.
- 18.2 The Purchaser shall not do anything between the date of acceptance of the pre-agreement and quotation, and registration of the bond, which may cause the Purchaser's financial position to deteriorate.
 - 18.2.1 At the time of the Signature Date, the Purchaser is not:
 - 18.2.2 over-indebted; and/or

- 18.2.3 subject to debt review; and/or
 - 18.2.4 subject to an administration order.
- 18.3 The Purchaser does not and will not be, on the Signature Date and until the Transfer Date, in default of any income or other tax law obligations to the South African Revenue Services which will serve to delay the obtaining of transfer duty receipts or exemption certificates from the South African Revenue Services or not do anything or omit to do anything that will or can cause such a delay.

19 CAPACITY OF PURCHASER

- 19.1 If more than one Purchaser signs this Agreement, the Purchasers will be jointly and severally liable for the due performance of the terms and conditions of this Agreement. This Agreement will at all times be binding on the Purchaser's heirs, administrators, assigns or successors in title.
- 19.2 The Signatory shall in his personal capacity be liable for the due fulfilment of all the terms and conditions of this Agreement.
- 19.3 Should the Purchaser be a company to be founded and the company is not founded within 30 (Thirty) days after the Signature Date, or if the company is founded, but does not ratify this Agreement, or if the company does not comply with the terms and conditions of this Agreement, then in that instance the Signatory will be liable to perform all terms and conditions of this Agreement in his personal capacity.

20 HOME OWNERS ASSOCIATION AND BODY CORPORATE

- 20.1 The Purchaser will become a member of SCEMHOA and the Body Corporate as from the Transfer Date and become obliged to comply with all the obligations imposed upon him by the Constitution, Rules, as well as the Conduct and Management Rules, including the payment of Levies.
- 20.2 SCEMHOA and the Body Corporate will be or has been established for the benefit of all owners of erven within the Development and the Scheme as provided for in the Constitution and the Rules.
- 20.3 The Seller shall, on the Transfer Date, register a title deed condition against the Property, in terms of which the Property shall not be transferred without the written consent of SCEMHOA.
- 20.4 The Purchaser and his/her/its successors in title will be bound by the Architectural Guidelines, which guidelines are available on request from the Estate Agent or SCEMHOA. Any buildings erected on the Property (including any improvements thereto) shall conform to these Architectural Guidelines and shall be subject to the approval thereof by the Architectural Review Committee and the Local Authority.
- 20.5 The Body Corporate will elect only 1 (one) Trustee who will act as the Chairman thereof and will represent the Body Corporate on SCEMHOA.
- 20.6 The Seller reserves the right to substitute and/or amend the Rules in terms of Section 35 of the Sectional Titles Act.
- 20.7 The participation quotas of the Units comprising the Scheme will, subject to Clause 20.8 hereunder, be as set out in Annexure F hereto.
- 20.8 It is recorded by the Seller that the participation quotas were calculated from the Scheme Plan, and the Parties agree that it may change after approval of the Sectional Plan.

21 LEVIES

- 21.1 After the Transfer Date, the Purchaser shall be liable to pay the Levies, including the CSOS levy, to the Body Corporate which in turn will pay levies to SCEMHOA, as the case may be.
- 21.2 It is estimated that the Levy payable in terms of Clause 21.1 will approximately be equal to the amount described in Clause 5 of the Covering Schedule.
- 21.3 The Levies will be payable monthly in advance on the 1st first day of the month, save for the first month after the Transfer Date, in which instance the Purchaser will pay for 2 (Two) months in advance.
- 21.4 All Levies will be paid directly to the Body Corporate.
- 21.5 The Seller shall, until the First Meeting:
- 21.5.1 keep the Building insured for its replacement value against all risks mentioned in the Rules and against any other risk against which the Seller may deem it prudent;
 - 21.5.2 maintain the Common Property and to keep it in a state of good and serviceable repair;
 - 21.5.3 keep in a state of good and serviceable repair and maintain the plant, machinery, fixtures and fittings used in connection with the Common Property;
 - 21.5.4 administer the Common Property and make all payments in respect of rates, taxes and other imposts, electricity and water consumed upon the Common Property and all other charges in connection with the Common Property.
 - 21.5.5 If the Seller incurs any expenditure between the date of the opening of the Sectional Title Register and the First Meeting, it shall recover such expenditure by way of the Interim Levies, as follows:
 - 21.5.5.1 the Interim Levies will be calculated by dividing the monthly expenditure as described in Clauses 21.5.1 to 21.5.4 above between the various Units comprising the Scheme in accordance with the Participation Quotas of the Units;
 - 21.5.5.2 the Interim Levy is payable, monthly in advance, from the Occupation Date or Transfer Date, whichever comes first;
 - 21.5.5.3 the Transfer Date or the date of the First Meeting, whichever is the latest;
 - 21.5.5.4 it is expected that the Interim Levy may not be equal to the amount described in Clause 5 of the Covering Schedule. The Purchaser will remain obliged to pay the Interim Levy as calculated in terms of this Clause 21.5. notwithstanding any difference in the amount.

22 RESALE OF PROPERTY

- 22.1 The Purchaser may not sell the Property prior to the Restriction Date without the written consent of the Developer. The Developer may charge a fee in respect of any such consent granted.
- 22.2 The Developer will only grant its consent referred to in Clause 22.1 upon the following terms and conditions:

- 22.2.1 The selling price of the Property must be agreed upon by the Estate Agent and the Purchaser, in writing, before commencement of marketing, and must be approved by the Developer, which approval will not be unreasonably withheld, and
 - 22.2.2 The Purchaser must use the Prescribed AOS and appoint the Transferring Attorneys mentioned herein to attend to all transfers in favour of any purchaser, and
 - 22.2.3 The Purchaser must utilize the services of the Estate Agent for the purpose of marketing and selling any of the Property, and
 - 22.2.4 Any other conditions that the Developer may impose in their sole and absolute discretion.
- 22.3 In the instance of the Purchaser using the Property as his Primary Residence, no fee will be charged by the Developer and the Developer may not withhold its consent provided that the Purchaser has complied with all the terms and conditions of the Constitution and provides an affidavit to the effect that the Property was used as its Primary Residence.
- 22.4 During the Development Period, the Purchaser shall not be entitled to display any "For Sale" and/or "To Let" signs on the Property or outside the Property without the prior written consent of the Developer having been obtained.
- 22.5 This condition will be registered by the Developer against the Title Deed of the Property on the Transfer Date.
- 22.6 The Purchaser may, during the Development Period, only utilize the services of Uvest Letting for the purpose of letting the Property, as more fully provided for in the Constitution.

23 BROKERAGE

- 23.1 Commission in the amount agreed between the Seller and the Estate Agent, shall be payable by the Seller to the Estate Agent on the Transfer Date.
- 23.2 The said commission will be earned by the Estate Agent upon signature of this Agreement by both the Purchaser and the Seller and the fulfillment (or waiver, as the case may be) of all conditions precedent contained herein.
- 23.3 If this Agreement is cancelled as a result of a breach by either one of the Parties, the defaulting party will be liable for the payment of the Estate Agent's commission.
- 23.4 The Purchaser warrants that it was introduced to the Property, or this Agreement, by the Estate Agent; or _____, being a representative of the Seller other than the Estate Agent stipulated in Clauses 9.1 and 9.2 of the Covering Schedule.
- 23.5 The Purchaser indemnifies the Seller and holds it harmless against all costs, charges, claims, demands, expenses, loss and damage which may be made against or suffered by the Seller arising out of a breach of the warranty set out in Clause 23.4 above.

24 ACKNOWLEDGEMENTS AND OBLIGATIONS

- 24.1 It is the responsibility of the Purchaser to acquaint himself with the contents, terms, conditions, stipulations and obligations contained in the Constitution, the Architectural Guidelines and the Rules.

- 24.2 The Purchaser is aware of the fact that all service providers appointed by the Seller or the Developer, must be utilised by the Purchaser or SCEMHOA.
- 24.3 The Purchaser is aware of the limitation on the appointment and utilisation of Estate Agencies and the accreditation procedure and requirements in respect of such Agencies, as per the Constitution.
- 24.4 The Purchaser is aware of the Restriction Period and the implications thereof.
- 24.5 The Purchaser must use the Prescribed AOS and appoint the Transferring Attorneys to attend to the transfer of the Property in the instance of the Purchaser selling the Property during the Development Period.
- 24.6 The Purchaser acknowledges that he is aware of the Power lines and accepts full responsibility for any damages that the Purchaser or any member of his household or any visitor may suffer as a result of ignorance and/or neglect to obey the warning signs displayed by the Developer in close proximity to the Power lines. The Purchaser hereby irrevocably indemnifies the Seller, the Developer and SCEMHOA and its agents against any claims or damages that any of them might suffer as a result of non-compliance of this obligation by the Purchaser.
- 24.7 The Purchaser is aware of the fact that an Environmental Officer will be employed and be present on the Parent Property during the Development Period.
- 24.8 If the Purchaser is a Foreigner, he is referred to the special conditions applicable on foreigners, available on the Website.
- 24.9 The Purchaser is liable for the payment of the following costs, fees, expenses or levies, in addition to any other costs, fees expenses or levies provided for in this Agreement and pertaining to the Property:
- 24.9.1 All electrical fees and levies, excluding the electrical connection fees,
- 24.9.2 All other connection fees payable to the Local Authority or any other relevant authority.
- 24.10 It is recorded that the Local Authority (Rates Department) must apportion the rates and taxes paid by the Seller. It is the responsibility of the Purchaser to notify the Local Authority of the Transfer Date and to ensure that he receives the correct accounts from the Local Authority as from the Transfer Date, including any amount refundable by the Local Authority.
- 24.11 It is further anticipated that certain services, including the provision of water and electricity may be supplied by SCEMHOA or metered by a supplier appointed by SCEMHOA and the Purchaser undertakes to make payment to SCEMHOA or the appointed supplier, of its charges in respect of the metered consumption of such services, in accordance with the Constitution.
- 24.12 The Purchaser hereby irrevocably consents to the cession and delegation of the rights and obligations of the Seller and/or or the Developer in terms of this Agreement to a nominated third party or entity.

25 BREACH

- 25.1 If any party commits a breach of any of the provisions of this Agreement and fails to remedy such breach within 14 (fourteen) days, or in the instance of any financial obligation or a breach in terms of Clause 10.1 of this Agreement, within 7 (seven) days after receipt of written notice from the other party calling upon it to remedy such breach, then the innocent party shall be entitled, without prejudice to any other rights which it may have in terms of this Agreement and or at Law to:

- 25.1.1 cancel this Agreement and claim such damages as it may have sustained from the defaulting party;
- 25.1.2 claim immediate performance by the defaulting party of all its obligations in terms of this Agreement whether or not the due date for performance shall otherwise have arrived;
- 25.2 The Seller may retain any cash payments made by the Purchaser prior to cancellation as liquidated damages, without prejudice to any other right that the Seller may have.
- 25.3 Upon cancellation of this Agreement for any reason whatsoever, the Purchaser hereby undertakes to vacate the Property forthwith, and to procure that the Property shall be vacated by any persons who occupy it through the Purchaser's title or by his permission. Occupation shall be redelivered in the same good order and condition as at the Occupation Date.
- 25.4 The defaulting party shall pay all legal and other costs, including costs on the attorney and client scale, incurred by the innocent party in successfully enforcing the provisions of this Agreement.
- 25.5 It is specifically recorded that should any breach by the Purchaser occur at a time critical to the registration procedure, the Seller shall be entitled to require the Purchaser to remedy such breach within a period of 24 (Twenty Four) hours, and not within the 7 (Seven) days or 14 (Fourteen) days period provided for in Clause 25.1.
- 25.6 Where the Seller is entitled to retain any cash payments in terms of Clause 25.2, the Transferring Attorneys is hereby authorized to pay such amounts to the Seller on its request.
- 25.7 Should the Purchaser dispute the Seller's right to cancel this Agreement, then pending the determination of that dispute, the Purchaser shall be obliged to continue payment of all amounts payable by him in terms of this Agreement which will include Levies and Interest on the due dates thereof and the Seller shall be entitled to recover and accept those payments without prejudice to the Seller's claim for cancellation of this Agreement or any other rights of the Seller whatsoever. Failure to pay any of the aforesaid amounts will constitute a material breach of this Agreement.

26 NOTICE AND ADDRESS FOR SERVICES OF NOTICES

- 26.1 The Parties choose their addresses as set out on in Clause 1 of the Covering Schedule of this Agreement above to serve as their addresses for service and delivery of legal documents for all purposes of the Agreement, which includes the giving of notice and the serving of documents or process. If the Purchaser is a foreigner and does not have a domicilium address in the RSA, then the Purchaser must elect an address of his auditor or attorney, practicing in the RSA, as his domicilium address.
- 26.2 Any notice given in terms of the Agreement which is:
 - 26.2.1 delivered by hand during normal business hours to the Seller's or Purchaser's address for service and delivery of legal documents shall be deemed to have been received by the Seller or Purchaser at the time of delivery;
 - 26.2.2 posted by prepaid registered post to the Seller's or Purchaser's address for service and delivery of legal documents shall be deemed to have been received by the Seller or Purchaser on the 7th day after the day of its posting.
 - 26.2.3 communicated by facsimile or e-mail, shall be deemed to have been received by the Seller or Purchaser on received confirmation of the successful transmission thereof.

26.3 Where, in terms of this Agreement any communication is required to be in writing, the term "writing" shall include communications by telex, facsimile or e-mail. Communications by telex, facsimile or e-mail shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee on the day of transmission provided that transmission occurred during business hours.

27 GENERAL

27.1 The Parties undertake to do all such things that may be necessary, incidental or conducive to the implementation of the terms, conditions and import of the Agreement.

27.2 The Agreement constitutes the sole and entire Agreement between the Parties and no other terms and conditions of whatsoever nature not contained or recorded herein, shall be of any force or effect.

27.3 No variation of the terms and conditions of this Agreement or any purported consensual cancellation thereof shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorized representative.

27.4 No indulgence which either party may grant to the other shall constitute a waiver of any of his rights and shall not thereby be precluded from exercising any of his rights which may have arisen in the past or which might arise in the future.

27.5 The Purchaser warrants that all consents required in terms of the Matrimonial Property Act No. 88 of 1984 have been obtained.

27.6 Each and any provision of this Agreement (excluding only those provisions which are essential at law for a valid and binding Agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions of the Agreement. If any of the provisions of this Agreement (excluding only those provisions which are essential at law for a valid and binding Agreement to be constituted) is found by any Court of competent jurisdiction to be invalid and or unenforceable then, notwithstanding such invalidity and or unenforceability, the remaining provisions of this Agreement shall be and remain of full force effect.

28 COOLING-OFF IN TERMS OF THE CPA

If the Property was introduced to the Purchaser by means of Direct Marketing, then and in that instance the Purchaser may rescind this Agreement without reason or penalty, by giving written notice, or another recorded manner and form, to the Seller, within 5 (Five) Business Days after the Signature Date.

29 CONFIRMATION BY THE PURCHASER IN TERMS OF THE CPA

29.1 The Purchaser confirms that:

29.1.1 he has read this Agreement and understands the contents thereof;

29.1.2 that the Property was not introduced to him by means of Direct Marketing;

29.1.3 that he is aware and understands his right to the cooling-off period after Direct Marketing;

29.1.4 he has purchased and will use the Property only for residential purposes.

29.2 In the instance of the Purchaser being a juristic person, the signatory hereby declares its' annual turnover or asset value is more than R2 000 000.00 (Two Million Rand) per year, as on the Signature Date.

30 CONDITION PRECEDENT IN FAVOUR OF THE SELLER

30.1 This Agreement is subject to the condition precedent in that the Seller must be able to obtain approval of the Sectional Plan by the Surveyor-General as well as the opening of the Sectional Title Register.

30.2 In the event of this condition not being fulfilled, the Seller will refund the Purchaser all amounts paid in terms of this Agreement.

31 NUMBER CHANGES

The Seller shall be entitled to change the numbering of any or all of the Components of the Property should the number of any of these Components on the Scheme Plan differ from the approved Sectional Plan. Should the Seller change the number of any component in terms of this Clause, the Purchaser shall sign all such documents as may be required.

32 OFFER

The offer to the Seller constituted by the Purchaser having signed this Agreement shall be irrevocable and may not be withdrawn except by written notice sent to the Seller by registered post, which, in any event, may not be given prior to the expiry of a period of 30 (Thirty) Business Days from the date of signature by the Purchaser.

(signature pages to follow)

SIGNED by the Parties hereto on the dates and places hereinafter set forth.

BY THE SELLER

At _____ on the _____ Day of _____ 20__

AS WITNESSES:

1. _____
ID Number: _____
Full Names: _____

2. _____
ID Number: _____ SELLER
Full Names: _____

BY THE PURCHASER

At _____ on the _____ Day of _____ 20__

AS WITNESSES:

1. _____
ID Number: _____ PURCHASER
Full Names: _____

2. _____
ID Number: _____ PURCHASER
Full Names: _____

If Purchaser is a Company, Close Corporation or Trust:

Name of Signatory: _____

Designation of Signatory: _____

BY THE CONTRACTOR

At _____ on the _____ Day of _____ 20__

AS WITNESSES:

1. _____
ID Number: _____
Full Names: _____

2. _____
ID Number: _____ CONTRACTOR
Full Names: _____