



**AGREEMENT OF PURCHASE AND SALE  
OF A SECTIONAL TITLE PROPERTY  
PHASE 3 – WITFIELD RIDGE**

(In terms of the Sectional Titles Act No 95 of 1986 as amended)

UNIT /DOOR : \_\_\_\_\_

SECTION : \_\_\_\_\_

This Agreement consists of the schedule and conditions of sale both of which form an integral and indivisible part of the agreement, together with its Annexures.

**THE SCHEDULE**

- A. 1. THE SELLER:**  
**BARZANI 53 (PROPRIETARY) LIMITED**  
**REGISTRATION NUMBER: 2008/026594/07**  
Herein represented by KOBUS LANDMAN he being duly authorised thereto;  
A registered vendor in terms of the VAT Act, 89 of 1991 as amended  
**VAT REGISTRATION NUMBER: 4440251405**
- 2. THE BUILDER:**  
**BARZANI 53 (PROPRIETARY) LIMITED**  
**REGISTRATION NUMBER: 2008/026594/07**  
Herein represented by KOBUS LANDMAN he being duly authorised thereto;  
A registered vendor in terms of the VAT Act, 89 of 1991 as amended  
**VAT REGISTRATION NUMBER 4440251405**  
**THE SELLER'S & BUILDER'S ADDRESS:** (Which address the SELLER hereby nominates as its *domicilium citandi et executandi* for all purposes hereunder) - 192 Pretoria Road, Benoni 1501.

**B. THE PURCHASER: (names in full)**

1. FULL NAMES: \_\_\_\_\_

IDENTITY / REGISTRATION NUMBER: \_\_\_\_\_

2. FULL NAMES: \_\_\_\_\_

IDENTITY / REGISTRATION NUMBER: \_\_\_\_\_

HEREIN REPRESENTED BY (LEGAL ENTITY) \_\_\_\_\_

IN HIS/HER CAPACITY AS TRUSTEE/MEMBER/DIRECTOR \_\_\_\_\_

*\*Tick which is applicable*

☐ UNMARRIED/DIVORCED/WIDOW/WIDOWER

☐ MARRIED AND ☐ MARRIED IN COMMUNITY OF PROPERTY TO EACH OTHER

- C. THE PURCHASER'S ADDRESS:** (which address the PURCHASER hereby nominates as *domicilium citandi et executandi* for all purposes hereunder) (\*must be physical address).

1. Prior to the occupation date:

\_\_\_\_\_  
\_\_\_\_\_

2. With effect from the occupation date:

\_\_\_\_\_  
\_\_\_\_\_

**D. THE PROPERTY PURCHASED:**

A residential PROPERTY consisting of:

The Proposed SECTION NO \_\_\_\_\_ UNIT/D00R NO \_\_\_\_\_ which will be allocated and confirmed on date of approval of Sectional Title Diagrams at the offices of the Surveyor-General, at Pretoria.

MEASURING approximately \_\_\_\_\_ square meters (m<sup>2</sup>) in the scheme which will be known as WITFIELD RIDGE and as indicated on the floor plan of the SECTION attached hereto as **Annexure "A"** and the site layout plan of the development annexed hereto as **Annexure "B"**,

**E. THE PURCHASE PRICE:**

R \_\_\_\_\_ Including VAT (amount in words) \_\_\_\_\_

**F. PAYMENT:**

1. **The Purchaser shall pay to the Seller a Security Deposit** upon signature of this agreement in the amount of not less than **R1 000,00 (ONE THOUSAND RAND)**, into the following account, namely:-

FNB Bank for credit account Barzani 53 Pty Ltd

Account number 6262 2162 303 Branch code 25065

Ref. *Section* No #WR

It being recorded that the reservation fee (if any), paid by the Purchaser, shall be utilised as part of the purchase price.

2. This **Security Deposit** is a refundable deposit in the amount of R1 000.00 (R500.00 being deductible for administration costs), except where the bond application documents are not received in time, as per **paragraph K.** herein or on cancellation of the agreement by the Purchaser after acceptance of a granted bond or delivery of guarantees, in which event the balance R500.00 shall be forfeited to the Seller.

3. R \_\_\_\_\_ ( \_\_\_\_\_ )

as an additional cash deposit within 14 (fourteen) days after the acceptance of this offer, payable to THE Transferring Attorneys, which amount shall be held in Trust pending registration of transfer, and shall be invested at the Attorneys banker.

3. Balance payable on date of transfer of the unit R \_\_\_\_\_ ( \_\_\_\_\_ )  
including VAT (to be guaranteed in terms of Clause 3 of the Conditions of Sale).

**G. EFFECTIVE INTEREST RATE:**

The interest rate calculated and allowed by the National Credit Act rate from time to time.

**H. THE ACT:**

Means the Sectional Titles Act No 95 of 1986 as amended.

**I. AGENT/AGENCY:**

\_\_\_\_\_  
Contact Numbers: (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_

E-mail address : \_\_\_\_\_

**THE PRINCIPLE AGENT:**

Kobus Landman or nominee appointed as project manager by the SELLER.

**K. BOND:**

The Agent can and will immediately apply for the mortgage bond finance at the Bond originators.

**L. THE BODY CORPORATE:**

The Body Corporate as contemplated in Section 36 of the Sectional Titles Act in respect of this scheme.

**M. COMMON PROPERTY:**

As defined in the Act, being property not included in any unit, which includes passages, staircases, gardens, driveways, parking bays, etc.

**N. CONDITIONS OF SALE:**

Conditions of sale and Annexures to this Schedule, shall be initialled by the PURCHASER and the SELLER.

**O. THE CONVEYANCERS FOR THE TRANSFER REGISTRATIONS:**

MICHAEL TRAUBE c/o Barzani 53 Pty Ltd (contact Petro Jordaan)

Tel : (011) 425 1455

Address : 192 Pretoria Road, Rynfield Benoni

**P. THE CONVEYANCERS FOR THE BOND REGISTRATIONS:**

VICTOR & PARTNERS (contact Francis Bolleurs)

Tel : (011) 831 0000/(011) 025 8284

Address : Unit 10 Second Floor Highcliff Office Park,  
Cnr Wilhelmina avenue & Christiaan de wet Road Constantia Kloof

**Q. THE ESTIMATED LEVY:**

R550,00 (FIVE HUNDRED AND FIFTY RAND) (apportioned to the PROPERTY in accordance with the draft participation quota in accordance with the Act and payable by the PURCHASER from date of occupation).

**R. THE LAND:**

Erf 755 WITFIELD EXTENSION 46 TOWNSHIP, on which the Development will be laid out.

**S. LOAN:**

Amount of loan R \_\_\_\_\_ ( \_\_\_\_\_ )  
\_\_\_\_\_ )

to be obtained provisionally within 30 (thirty) days of signature hereof by the Purchaser, and to be confirmed within 7 (seven) days of approval of Sectional Title Diagrams by the Surveyor General at Pretoria (Referred to in Clause 4 of the Conditions of Sale).

**T. OCCUPATION DATE:**

Within 30 (THIRTY) days of the issue by the Local Authority of an Occupation Certificate (Completion Certificate), certifying that the Unit is ready for occupation, or the date determined in terms of clause 22.1 of the Conditions of Purchase.

**U. OCCUPATIONAL RENTAL:**

Occupational Rental on the Unit shall be calculated at 1% (ONE PERCENT) of the Purchase Price per month, from date of occupation as anticipated above.

**V. PARTICIPATION QUOTA:**

Means, in relation to a section (the PROPERTY), the percentage of the floor area of the Section in relation to the area of all sections in the scheme.

**W. THE RULES:**

The rules consist of the Statutory Management and Conduct Rules in terms of Section 35(2) of the Act, together with any amendments thereto, imposed by the SELLER or adopted by the Body Corporate, and permitted by the Act.

**X. SCHEME:**

Refers to the Sectional Title Development Scheme on the land, referred to as WITFIELD RIDGE.

**Y. SECTIONAL PLAN:**

The draft Sectional Plan of the scheme, or particular phases thereof, as the case may be, until such time as the Sectional Plans have been approved by the Surveyor-General, where after same shall be known as the **Sectional Title Diagram**.

**Z. SPECIAL CONDITIONS:**

The PURCHASER undertakes to provide the SELLER or his Agent with a copy of his Identity Document and a copy of his last salary advice slip within 3 days of signature hereof, as well as proof of residential address, and income tax reference number, for purposes of compliance with the Financial Intelligence Centre Act. (Act 38 of 2001).

**AA. SPECIFICATIONS:**

In the event of the PROPERTY being under construction, it shall be erected and completed according to the Specifications and Schedule of Finishes annexed hereto as **Annexure "C"**.

**BB. GENERAL PRINCIPLES:**

- i) Any reference to the PURCHASER shall, when used in the context of the occupation or use of this PROPERTY or the common property (including exclusive use areas, where applicable) include as well the PURCHASER, members of his family, servants, employees, tenants and agents, and the PURCHASER shall be bound to procure compliance by such person with the obligations arising from such extended definition.
- ii) Words signifying the singular shall include the plural and vice versa, and words.
- iii) Importing one gender shall include the other.
- iv) Words defined in the Sectional Titles Act shall, unless specifically defined in terms hereof, bear the meanings assigned to them in the legislation in which they are so defined.
- v) The Purchaser acknowledges that he has read and signed the attached Conditions of Sale, and that he agrees with the terms thereof.

**NOTICE TO THE PURCHASER**

- The Parties record that the Seller is a **"Supplier"** and the Purchaser is a **"Consumer"** as defined in the Consumer Protection Act, 68 of 2008 (**"CPA"**), and that the CPA is applicable to this Agreement.
- In terms of the CPA any provisions that purport to :
  - (a) limit in any way the risk or liability of the Supplier/Seller;
  - (b) constitute an assumption or risk or liability by the Consumer/Purchaser;
  - (c) impose an obligation on the Consumer/Purchaser to indemnify the Supplier/Seller; or
  - (d) be an acknowledgement of any fact by the Consumer/Purchaser, must be drawn to the attention of the Consumer in terms of the CPA.
- In compliance with the aforesaid provision, the Purchaser's attention is specifically drawn to all clauses in this Agreement that appear in bold.

Initials :                      Seller : \_\_\_\_\_ Purchaser : \_\_\_\_\_

SIGNED by the **PURCHASER** at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2020

AS WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_  
**PURCHASER**

2. \_\_\_\_\_

\_\_\_\_\_  
**PURCHASER**

SIGNED by the **SELLER** at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2020

AS WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_  
**SELLER**

2. \_\_\_\_\_

SIGNED by the **BUILDER** at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2020  
who hereby binds itself to the terms hereof, and specifically relating to the construction of the Unit and  
Specifications thereto.

AS WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_  
**BUILDER**

2. \_\_\_\_\_

I, \_\_\_\_\_ on behalf of the Agent, accept the benefits conferred upon us and any  
obligations which may arise in terms hereof.

\_\_\_\_\_  
**ON BEHALF OF THE AGENT**

## CONDITIONS OF SALE

### 1. SALE

Subject to the terms and conditions of this agreement the PURCHASER purchase from the SELLER for the stated purchase price, the sectional PROPERTY described in Clause E of the Schedule, attached to these conditions.

### 2. PAYMENT OF PURCHASE PRICE:

2.1 The purchase price shall be payable as follows:

- 2.1.1 In accordance with the provisions of clauses F & G of the schedule. The deposit and any other amounts paid by the PURCHASER on account of the purchase price, shall be paid to the Conveyancers who shall invest that sum in an interest bearing account on behalf of the PURCHASER. Such amount shall be invested in accordance with the provisions of Section 78(2A) of the Attorneys Act No 53 of 1979, as amended, pending registration of transfer of the PROPERTY into the name of the PURCHASER. Such deposit and any other amounts shall be paid to the SELLER on date of registration of transfer of the PROPERTY in the name of the PURCHASER. Any interest earned on such an account shall be for the benefit of the PURCHASER. **The PURCHASER shall bear the costs in connection with such Trust Investment, payable to the Conveyancers, upon request.**
- 2.1.2 The balance to be secured by way of guarantees, acceptable to the SELLER and shall be payable in cash against registration of transfer of the PROPERTY into the name of the PURCHASER (**See Clause 3**).
- 2.1.3 **Each payment made in terms hereof, shall be allocated first to occupational rental and the levy (if applicable), secondly to all other costs and charges, due by the PURCHASER, and thereafter in reduction of the PURCHASE PRICE.**

### 3. FURNISHING OF GUARANTEES

As security for payment of the balance of the purchase price, referred to in 2.1.2 above, the PURCHASER shall provide the Conveyancer with approved guarantees, within 14 (fourteen) days of request by the Conveyancer, provided that the SELLER has commenced with the construction of the Building.

### 4. BOND (IF APPLICABLE)

- 4.1 The sale is subject to the suspensive condition that, within a period, as referred to in clause R of the Schedule, or such extended period that the SELLER in his sole discretion may decide, any registered commercial bank agrees in writing, subject to the terms usually imposed by such Financial Institutions, to grant a loan to the PURCHASER for the amount set out in the Schedule against security of a first mortgage bond over the PROPERTY, notwithstanding the fact that it is subject to a suspensive condition.
- 4.2 **The PURCHASER may supply the Banks, stipulated in clause K of the Schedule, with all the information needed to apply for such Bond on his behalf.**
- 4.3 **The SELLER shall be liable for payment of Bond registration costs to the Conveyancers.**

### 5. TRANSFER OF THE PROPERTY

- 5.1 Transfer of the PROPERTY shall be attended to by the Conveyancer nominated in the schedule and shall be proceeded with upon:
  - 5.1.1 the PURCHASER securing the purchase price including the furnishing of the required guarantees; and
  - 5.1.2 the Sectional Title Diagrams, applicable to the PROPERTY, being approved by the Surveyor-General at Pretoria
  - 5.1.3 **The cost of the Transfer and Transfer Duty as per transfer duty rate adjustment (2017/2018) is included in the purchase price, but excluding the Conveyancer's fee for investment of the deposit as per Clause 2.1.1 hereof, initiation and other bank charges in relation to the PURCHASER's bond, or costs incidental to the delivery of guarantees, which costs will be payable by the PURCHASER. The Parties hereto also nominate the Conveyancers VICTOR & PARTNERS as the Bond Registration Attorneys. Should the PURCHASER's Bank instruct any other Conveyancer to attend to the Bond Registration, the PURCHASER shall be liable for all costs incidental to the transfer, and registration of such Bond.**

- 5.2 **The PURCHASER shall not be entitled to resell the property, until such time as transfer of ownership is registered in his name, without the written consent of the SELLER, whose consent shall not unreasonably be withheld.**
- 5.3 **In the event of the resale of the PROPERTY, prior to registration of transfer in the name of the PURCHASER, the PURCHASER hereby irrevocably authorises the SELLER'S AGENT as Sales Agents, and the Conveyancer of the SELLER as Conveyancers for such transaction.**
- 5.4 From date of transfer, the PURCHASER shall be liable for all expenses in lieu of the PROPERTY, including levies, rates and taxes, etc.
- 5.5 All the benefits of and risk in and to the PROPERTY shall pass to the PURCHASER on date of Transfer.

## **6. SIGNATURE OF DOCUMENTS**

The PURCHASER undertakes, within 7 (SEVEN) days of being called upon to do so by the Conveyancers, to furnish all such information, sign all such documents and pay all such amounts as may be necessary or required to give effect to this transfer.

## **7. OCCUPATION**

- 7.1 Subject to the provisions of clause 22.1 hereinafter, and **provided that the purchase price has been paid or secured to the satisfaction of the SELLER, and the Consumption Deposit paid in terms of Clause 20.1.1** hereof, occupation of the PROPERTY shall be given to and taken by the PURCHASER on the occupation date.
- 7.2 From the occupation date the PURCHASER shall:
- 7.2.1 be entitled to the beneficial occupation of the PROPERTY even though the Body Corporate has not yet come into existence;
- 7.2.2 be entitled to the use and enjoyment of those areas of the common property, not subject to rights of exclusive use by the PURCHASERS of other PROPERTIES in the scheme, and not subject to the SELLER'S right to extend the scheme;
- 7.2.3 **pay occupational rental as set out in the Schedule. This occupational rental shall be payable monthly, in advance on or before the 1st day of the month to the SELLER, or his Agent, without deduction. Should transfer be effected during the course of the month, the PURCHASER shall be entitled to a pro-rata refund of any occupational rental, paid in advance; and**
- 7.2.4 pay an administration fee equal to the estimated levy (or the actual levy, once the Body Corporate has come into existence) in terms of Clause 3 of the Schedule hereto, to cover general expenses pertaining to the Unit and all general areas.

## **8. CONDITIONS OF OCCUPATION AND RISK**

- 8.1 From the occupation date the PURCHASER:
- 8.1.1 **shall at all times, as long as this agreement remains in force, comply with the provisions of the Act and the Rules, save that, if the body corporate has not yet come into existence:**
- 8.1.1.1 **such of the provisions as cannot under the circumstances be applicable, or, are impliedly substituted by the provisions of this agreement, shall not be binding on the PURCHASER;**
- 8.1.1.2 **the PURCHASER shall comply with the binding provisions as if he/she/it was the owner of the PROPERTY; and**
- 8.1.1.3 **the SELLER shall enjoy the same rights and powers as the Body Corporate and the Trustees enjoy in terms of the binding provisions.**
- 8.1.2 **waives all claims (to the extent that the SELLER is not insured against such claims) against the SELLER for any loss, or damage to property, or any injury to person which the PURCHASER may sustain in or about the PROPERTY, the building, or the common property.**
- 8.1.3 **indemnifies the SELLER against any such claim that may be made against the SELLER by any member of the PURCHASER'S family or the PURCHASER'S invitees, employees or agents for any loss or damage to property or injury to person suffered in or about the PROPERTY, the building, or the common property, however such loss or damage to property or injury to person may be caused;**

- 8.1.4 shall not, until registration of transfer of the PROPERTY into his own name, without the prior written consent of the SELLER, make or cause or allow to be made any improvements to the PROPERTY or remove or demolish any improvements whatsoever. The PURCHASER shall not, except insofar as his rights are reserved in terms of section 28 of the Act, have any claim against the SELLER in respect of any expenditure upon or improvements to the PROPERTY, whether made with or without the SELLER'S consent. All improvements to the PROPERTY made by or at the instance or expense of the PURCHASER shall accede to the PROPERTY and belong to the SELLER, unless the SELLER demands the removal thereof and the restoration of the unit to its former condition.

## **9. MONTHLY LEVY AND CONSUMPTION ACCOUNTS**

- 9.1 A Monthly levy, the estimated amount of which is referred to in the Schedule, will be payable by the PURCHASER, from date of occupation, monthly in advance, as requested by the SELLER or the Agent.
- 9.2 With effect from the occupation date, the PURCHASER shall be liable for his water and electricity consumption as indicated by the sub-metre of the Section.
- 9.3 Before registration of the property in the name of the PURCHASER, such payment shall be to the benefit of the SELLER and thereafter for the Body Corporate.
- 9.4 The PURCHASER acknowledges that he/she/it is aware that additional levies may be applicable on any exclusive use area, obtain by him/her/it, as will be determined by the SELLER or Body Corporate.

## **10. DELAY IN TRANSFER**

*Should transfer of the PROPERTY be delayed, and such delay, in the opinion of Conveyancers, is caused by the PURCHASER, or the PURCHASER'S agents, then the Conveyancers shall be entitled to give written notice to the PURCHASER, calling upon him to remedy the delay failing which the PURCHASER will be charged interest on the outstanding purchase price at the effective interest rate, by way of mora interest until the PURCHASER ceases to delay the matter. This interest, if applicable, shall be in addition to any occupational interest provided for herein, and in addition to further claims of damages, incurred by the SELLER as a result of such delay.*

## **11. BREACH OF CONTRACT**

- 11.1 In the event of the PURCHASER failing to carry out any of his obligations under this agreement or the Schedules thereto, and in the event of the PURCHASER continuing in such default for more than seven (7) days after written notice has been sent to the electronically or by fax to the PURCHASER, or failing to remedy such breach within ten (10) days after written notice has been posted by registered mail to the PURCHASER'S address, indicated in the Schedule, requiring the PURCHASER to remedy such default, then the SELLER shall be entitled to enforce his rights in terms of this Agreement, or in Common Law, which may include cancellation, in which case the SELLER shall be entitled to re-take possession of the PROPERTY, which the PURCHASER shall immediately vacate, and all monies paid or deposits made to the PURCHASER in terms of this agreement are forfeited to the SELLER by way of "rouwkoop", or alternatively, and in the discretion of the SELLER, may be retained as a pre-estimate of any damages suffered by the SELLER and this contract shall be cancelled without any further notice being required.
- 11.2 The Conveyancers are hereby authorised to pay over any such monies under their control to the SELLER where the PURCHASER has failed to timeously remedy his breach and the contract has been cancelled.
- 11.3 In the event of the SELLER cancelling this agreement and the PURCHASER failing to vacate the premises immediately upon such cancellation the PURCHASER shall remain liable to the SELLER for payment of occupational interest and any levies until the PURCHASER vacates, without prejudice to the SELLER'S right to sue, or apply for the eviction of the PURCHASER and the claim of such further damages, whatsoever, arising including damages of a consequential nature, in which event the SELLER will be entitled to costs against the PURCHASER on a scale as between attorney and own client.

## **12. DOMICILIA CITANDI ET EXECUTANDI**

- 12.1 The SELLER hereby selects the SELLER'S Address and the PURCHASER hereby selects the PURCHASER'S Address respectively as their domicilia citandi et executandi for all purposes of this contract, including the service of all notices and processes in connection herewith.



- 12.2 Notice of change of address, to another address in the same magisterial district, may be given by either party to the other.
- 12.3 Every notice to be given by one party to the other in terms of this contract shall be in writing and shall be either:
- 12.3.1 delivered by hand to the domicilium citandi et executandi of the other party, in which case it shall be deemed to have been given and such other party shall be deemed to have been informed of the contents of the notice when the notice is so delivered; or
- 12.3.2 posted by prepaid registered post to such other party at the domicilium citandi et executandi of the other party, in which case it shall be deemed to have been given to the other party and such other party shall be deemed to have been informed of the contents of the notice on the fourth business day (excluding Saturdays) after posting or electronic transmission.

### **13. COURT PROCEEDINGS AND JURISDICTION**

- 13.1 For the purpose of all and any legal proceedings arising out of or relating to this agreement **the Parties hereby consent to the jurisdiction of Magistrate's Court**, notwithstanding that such proceedings are otherwise beyond the jurisdiction of such court, and this clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court pursuant to section 45 of the Magistrate's Court Act of 1944, as amended.
- 13.2 Notwithstanding the foregoing, the Parties shall have the right at their sole option and discretion to institute proceedings in any other competent court which might otherwise have jurisdiction.
- 13.3 **Costs shall be paid as between Attorney and Client, save as for the situation in 11.3 above, including a collection commission of (ten) 10% plus any VAT thereon, in respect of overdue monies by the party in default.**
- 13.4 **The SELLER shall be entitled to recover from the PURCHASER costs (as between and attorney and own client) incurred by the SELLER in exercising its rights under or enforcing the provisions of this contract and in addition costs of attendances whether action has been instituted or not, and including costs of tracing.**

### **14. MANAGING AGENT**

It is recorded that a Managing Agent may be appointed by the SELLER to manage the scheme, until the first Annual General Meeting of the Body Corporate, following completion of the total project, as envisaged by the Developer in its Development Plan, and transfer of the last unit sold, by the Developer. Should the SELLER not appoint a Managing Agent, the SELLER itself shall act as Manager of the Scheme, until the first Annual General Meeting with the Body Corporate.

### **15. GENERAL**

- 15.1 This contract, together with its annexures, reflects the intention of the Parties and constitutes the entire contract between the Parties. No other terms, conditions, stipulations, undertakings, representations or warranties shall be of any force or effect, save as expressly included herein. No variation of, addition to, consensual cancellation or amendment of this contract, shall be of any force or effect unless reduced to writing and signed by either Parties or their authorised agents.
- 15.2 **The Parties undertake to do all such things, sign all such documents and take all such steps as may be necessary, incidental or conducive to implementation of the terms, conditions and import of this contract.**
- 15.3 If this contract is signed by more than one person as the PURCHASER, the obligations of all the signatories shall be joint and several. If this contract is not signed by all the persons named as PURCHASERS, this contract nonetheless shall be and remain binding on the PURCHASERS who have signed this contract.

- 15.4 No latitude, extension of time or other indulgence which may be given or allowed by the SELLER to the PURCHASER in respect of any payment provided for in this contract or hereunder shall under any circumstance be considered to be an implied consent by the SELLER or operate as a waiver or a novation of, or otherwise affect, any of the SELLER'S rights in terms of or arising from this contract, or stop the SELLER from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof, nor shall any such latitude, extension of time or other indulgence discharge or otherwise affect the liability if any person who may be or become bound in terms hereof as surety for a co-principle debtor with the PURCHASER.

#### 16. LEGAL ENTITY

- 16.1 If the PURCHASER is acting as trustee for a Company or Close Corporation to be formed, then, and in the event of the said Company or Close Corporation not being formed, or, if formed not ratifying and adopting this agreement within sixty (60) days from date hereof, the PURCHASER, in his personal capacity shall be the PURCHASER hereunder and shall be bound by all terms of this agreement. If the Company or Close Corporation is formed and duly adopts and ratifies this sale as aforesaid, then the signatory by virtue of his signature hereto, binds himself as surety and co-principal debtor jointly and severally with the Company, Close Corporation or Trust for the fulfilment of all the terms and conditions of this agreement. In the event of a registered Company, Close Corporation or Trust being the PURCHASER of the PROPERTY referred to above, the signatory on behalf of such Company, Close Corporation or Trust by virtue of his signature hereto, binds himself as surety and co-principal debtor, jointly and severally with the Company or Close Corporation for the fulfilment of all the terms and conditions of this agreement.
- 16.2 In the event of the PURCHASER being a Company or Close Corporation or other legal person, it shall be entitled to nominate, in writing, a natural person as its representative on the Body Corporate.

#### 17. ACCEPTANCE

Signature of this contract by the PURCHASER shall be deemed to constitute an offer by the PURCHASER to the SELLER to enter into this contract, **which offer shall not be capable of revocation or withdrawal by the PURCHASER for a period of 120 (one hundred and twenty) days of approval of the Sectional Title plans. This contract shall be binding on the SELLER only when duly signed by it.** It shall not be necessary for the SELLER to communicate to the PURCHASER its acceptance of the offer constituted in terms hereof for this contract to become valid and binding.

#### 18. AGENT'S COMMISSION

- 18.1 The SELLER shall pay the agent's commission as per the revised mandate terms as agreed between the SELLER and the Agent. If however, this agreement is subject to any suspensive conditions, then the commission shall be deemed to have been earned on the fulfilment of such suspensive conditions and shall be payable on registration of transfer by the Conveyancers upon delivery by the Agent of an Invoice to the SELLER. The Agent by signing this agreement accepts all benefits conferred upon it in terms hereof, should the PURCHASER fail to carry out any condition hereof, the Agent shall be entitled, but not obliged, to claim its commission from the PURCHASER. The Agent likewise confirms that any and all amounts owed to the SELLER by the Agent may be deducted from the commission.
- 18.2 **The PURCHASER hereby binds himself to the rules of the Body Corporate, and specifically that he/she would not be entitled to re-sell or rent the property through any Estate Agents, not approved by the Body Corporate, and pending the establishment of the Body Corporate, not through any Estate Agents, other than the Agent of the Developer, or any Agent nominated by the Developer from time to time.**
- 18.3 **Should this Agreement be cancelled, after the fulfilment of the suspensive conditions, due to the default of the PURCHASER, the PURCHASER shall be liable for the Estate Agent's commission, and payable to the AGENT.**

## **19. WARRANTIES, REPRESENTATIONS AND GUARANTEES**

- 19.1 Save as otherwise stated, and without limiting the generality of the foregoing, subject to Clause 22 the PROPERTY is sold "voetstoots".
- 19.2 The PURCHASER shall be obliged to accept transfer of the PROPERTY subject to:
- 19.2.1 the conditions, reservations and servitudes contained in the Title Deed of the Land;
  - 19.2.2 such conditions of sectional title as are imposed by the SELLER, the Local Authority, the administrator or any other body of persons;
  - 19.2.3 any change in the number of the PROPERTY.
- 19.3 If upon a re-survey or re-measurement the extent of the land, the PROPERTY, participation quota or common areas, is found not to correspond to that set out in this agreement, then the SELLER shall not be liable for any minor shortfall nor shall it be entitled to claim compensation for any minor surplus. For purposes of this clause a difference shall be deemed to be minor if it does not exceed 10% (TEN PER CENTUM) of the square meterage or participation quota in question.
- 19.4 the PURCHASER acknowledges that:
- 19.4.1 save as provided herein, no warranties, undertakings or representations whatsoever have been made or given by the SELLER, or the Agent, whether expressly or impliedly, and
  - 19.4.2 no person has authority to make any representations whatsoever on the SELLER'S behalf.
- 19.5 The SELLER shall not be required to indicate the position of the beacons or pegs on the land, the building or the PROPERTY or the boundaries thereof.

## **20. PROVISIONS PENDING ESTABLISHMENT OF BODY CORPORATE**

- 20.1 From the date of occupation until the Body Corporate is established, the PURCHASER shall:
- 20.1.1 on demand by the SELLER pay the Consumption Deposit to the Managing Agent , and the account for electricity consumed in the section in accordance with the consumption of electricity as shown on the sub-meter of the section. The PURCHASER agrees that, should separate water meters be installed at any stage in the building, the PURCHASER shall on demand by the SELLER pay to the SELLER the costs of water consumed in the section;
  - 20.1.2 be liable for and pay to the SELLER monthly in advance on the first day of each and every month, an estimated monthly levy as set out in the schedule hereto; and
  - 20.1.3 not do or permit to be done anything as a result of which any insurance policy held by the SELLER in respect of the buildings may be rendered void or voidable, or as a result of which the premiums in respect thereof may be increased.
- 20.2 It is recorded that for the purpose of Clause 20.1 above the SELLER may at any time re-estimate the total costs, and in that case the SELLER may increase the monthly levy accordingly or impose a special levy to make good any shortfall.
- 20.3 It is recorded that the SELLER intends, until the Body Corporate comes into existence, to insure the buildings against such risks and for such amounts as it may in its sole discretion determine.

## **21. SECTIONAL TITLE REGISTER**

- 21.1 It is recorded that the sectional title register has not yet been opened in respect of the land and the building or buildings comprising the scheme, and the PURCHASER acknowledges that it is not possible for transfer of the property to be registered into the name of the PURCHASER until such time as the sectional plan has been registered and a Sectional Title Register opened in terms of the Act.
- 21.2 The SELLER undertakes to take all such steps as may reasonably be necessary to procure the registration of the sectional plan and the opening of the Sectional Title Register as soon as possible.

**21.3 SUSPENSIVE CONDITIION (where applicable)**

- 21.3.1 This agreement is subject to the following suspensive conditions, namely that – the sectional plan is registered and a sectional title register opened in respect of the scheme within a period of 12 (twelve) months from the date of this agreement, which period may be extended by a further period of 6 (six) months in the discretion of the SELLER by notice to the PURCHASER;
- 21.3.2 The PURCHASER is granted a loan of an amount mentioned in condition R referred to in the Schedule upon security of a first mortgage bond to be passed over the property within 30 (thirty) days from the date of this Agreement;
- 21.3.3 Should the aforesaid suspensive conditions not be fulfilled then, in the absence of a prior extension of the suspensive periods relating thereto, recorded in writing by the SELLER and the PURCHASER this agreement will automatically terminate and save for any claim in respect of occupational rental, levies and/or maintenance and administration expenses for which the PURCHASER shall remain liable, and a refund of any amount paid in terms of Clause G referred to in the Schedule the SELLER and the PURCHASER will have no further claims against each other arising out of this agreement, it being recorded that the said conditions are for the benefit of both the SELLER and the PURCHASER.
- 21.4 The rules (both management rules and conduct rules) shall, at the time of the opening of the sectional title register, be substituted by rules substantially in the form of the rules prescribed by regulation, but amended or amplified (subject always to the provisions of Section 35 of the Sectional Titles Act) –**
- 21.4.1 so as to comply with the requirements of any bondholder; and/or
- 21.4.2 if the variation is of a formal nature only; and/or
- 21.4.3 if the SELLER reasonably believes the amendment is desirable for the proper management and administration of the scheme; and/or
- 21.4.4 reserving to the SELLER the right to limit or control the extension of SCHEME and to impose conditions (if any) upon which any of the a foregoing may be done.
- 21.5 The PURCHASER shall not have any claim against the SELLER, or be relieved of any of his obligations in terms hereof, nor be entitled to any rebate of any charges, payable by the PURCHASER, in the event of any delay in obtaining approval of the development, or in the opening of the Sectional Title Register, for any reason whatsoever.**

**22. CONDITIONS APPLICABLE IF PROPERTY UNDER CONSTRUCTION**

- 22.1 In the event that it is not possible to grant the PURCHASER beneficial occupation on the occupation date as set out in the Schedule, the occupation date shall be the date on which the SELLER shall advise the PURCHASER in writing (on not less than 30 (thirty) days written notice) on which the PROPERTY will be ready for occupation by the PURCHASER.** If the SELLER is unable to give occupation within twelve months of the date set out in the schedule, the either party shall be entitled, on written notice to the other, to cancel this agreement, in which event the provisions of Clause 21.1.shall apply mutatis mutandis.
- 22.2 In the event of any dispute as to when or whether beneficial occupation of the PROPERTY has been given or tendered either in terms hereof, a certificate by the SELLER'S Principal Agent (acting as an expert and not as an arbitrator) certifying that the residential PROPERTY is suitable for beneficial occupation shall be final and binding on the Parties.
- 22.3 The PURCHASER acknowledges that, on the occupation date, the common property and other PROPERTIES may be incomplete and that occupants must necessarily suffer inconvenience from building operations, and from noise, and thus resulting therefrom and that the PURCHASER has no claim whatsoever against the SELLER by reason of such inconvenience.**
- 22.4 The SELLER shall have the right at its discretion to vary the layout and design of the building, provided that the SELLER may only exercise such discretion in such a way that-**
- 22.4.1 the layout and design of the buildings as erected remains substantially the same as reflected in the plans;
- 22.4.2 the finishes of the PROPERTY remains substantially the same as the schedule of finishes attached hereto;
- 22.4.3 the location and design of the PROPERTY remains substantially the same as in the plans; and
- 22.4.4 the area of the unit as finally reflected in the sectional plans is within 10% (TEN PER CENTUM) of the area as reflected in the draft sectional plans.

- 22.5 If, at the date of occupation, the PROPERTY is not yet completed, then the SELLER hereby agrees and undertakes to have the SELLER hereby agrees and undertakes to have the PROPERTY completed in a good and proper and workmanlike manner substantially in accordance with the building plans and specifications (subject to any variation of the schedule of finishes as may be separately agreed to in writing and subject to necessary changes in materials and finishes);
- 22.6 The PURCHASER shall, within 7 (SEVEN) days from date of occupation, submit the completed Checklist of latent and patent defects, in the Unit, to the SELLER or its Principal Agent, which defects the PURCHASER became aware of, as a result of occupation, and which defects was present at date of the occupation referred to in Clause 22.5 above, and not occasioned as a result of the occupation by the PURCHASER. The SELLER or its Principal Agent shall, within a period of 90 (NINETY) days thereafter, remedy those defects, whether latent or patent.
- 22.7 **Save as provided herein, the PURCHASER shall have no claims against the SELLER in respect of defects in the unit or the common property.**
- 22.8 Should the PURCHASER not inspect the property as above referred to, or the repairs thereto, and not supply the SELLER or its Principal Agent with the List of defects, anticipated in Clause 22.6 hereto, then and in that case, the Principal Agent shall be entitled, at his sole discretion, to accept the property as completed, and will sign off the necessary documentation pertaining thereto. **To this end, the PURCHASER hereby unconditionally, and irrevocably, authorises the Principal Agent to effect such inspection and signature on his behalf, inclusive of so-called Happy Letters by the Bank or Financial Institution and Fund Release Forms.**
- 22.9 **Should the PURCHASER not accept the condition of the property after date of final inspection, and refuse to sign the final inspection documentation, required by the Principal Agent and the Financial Institution of the PURCHASER, then, and in that instance, the SELLER, through the Principal Agent, shall be entitled to cancel this Agreement, with no further notification, and the balance of the Agreement pertaining to breach of PURCHASER, will be applicable.**
- 22.10 If at the date hereof the unit is completed but the building is not, then-
- 22.10.1 **the PURCHASER will be deemed to have purchased the unit "voetstoots" and**
- 22.10.2 **the PURCHASER shall have no claims against the SELLER in respect of defects (whether latent or otherwise) in the common property.**
- 22.11 **The PURCHASER shall be obliged (in addition and without prejudice to Clause 7.2) to accept transfer of the PROPERTY subject to any variation in the unit as contemplated in 22.4 above.**
- 22.12 **If upon a re-survey or re-measurement the extent of the land, the unit or the participation quota is found not to correspond to that set out in this agreement, then, subject to such variation not exceeding the limits set out in 22.4 and 19.3, the SELLER shall not be liable for any shortfall nor shall it be entitled to claim compensation for any surplus.**
- 22.13 If there is any dispute between the SELLER and the PURCHASER as to whether the buildings, any part thereof, the finishes or specifications are substantially the same as set out in the plans, then such dispute shall be referred to the architect (acting as an expert and not as an arbitrator) whose decision shall (subject to Clause 24) be final and binding (upon the Parties).
- 22.14 Notwithstanding the provisions of Clause 22.5 the SELLER agrees and undertakes to repair any leakage in the roof of the PROPERTY which may manifest itself after the first heavy rains, or within 1 (one) year (whichever occurs first) after the occupation date.
- 23. PHASED DEVELOPMENT**
- 23.1 **The SELLER reserves the right to erect and complete from time to time and within a period of 10 (TEN) years, for his own account, further buildings on the specified part of the common property and to divide such buildings into units and exclusive rights areas (if any), in terms of Section 25 of the Sectional Titles Act, and to obtain a certificate of real right.**

**23.2** The SELLER reserves the right, by notice of his intention thereto to the Body Corporate, and before completion of the Sectional Title Scheme, to subdivide and alienate a portion of or the whole of any undeveloped phases of the common property and the PURCHASER herewith gives his permission thereto, and hereby authorises the Trustees, in office from time to time, of the Body Corporate to sign any consent on the Purchasers behalf. The PURCHASER further undertakes to assist the SELLER insofar as documentation and/or consent of his bondholder is required for this action. The Parties agree, however, that all costs relating to this process shall be borne by the SELLER.

**23.3** The SELLER further reserves the right to cede such real right of extension of this scheme at its own discretion.

**24. REFEREE**

If the PURCHASER disputes any decision of or matter certified by the SELLER'S Principal Agent in terms of this agreement, such dispute shall be determined by a referee who shall be an architect agreed upon between the Parties and, failing agreement, nominated by the Institute of South African Architects. The said Referee shall act as an expert and not as an arbitrator and shall accordingly not be bound by any rules of court or arbitrators. The said Referee shall be entitled to determine whether, how, where and when submissions are to be made to him, it being the intention of the Parties that any such dispute shall be determined at the minimum costs and with the minimum delay possible in the circumstances. Any decision of the said Referee, including any decisions as to costs, will be final and binding upon the Parties and shall not be open to dispute by either of them.

**25. SPECIAL CONDITIONS**

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SIGNED by the **PURCHASER** at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2020

AS WITNESSES:

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\_\_\_\_\_  
**PURCHASER**

\_\_\_\_\_  
**PURCHASER**

SIGNED by the **SELLER** at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2020

AS WITNESSES:

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\_\_\_\_\_  
**SELLER**

SIGNED by the **BUILDER** at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2020  
who hereby binds itself to the terms hereof, and specifically relating to the construction of the Unit and  
Specifications thereto.

AS WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**BUILDER**

I, \_\_\_\_\_ on behalf of the Agency, accepts  
the benefits conferred upon us and any obligations which may arise in terms hereof.

\_\_\_\_\_  
ON BEHALF OF THE AGENCY

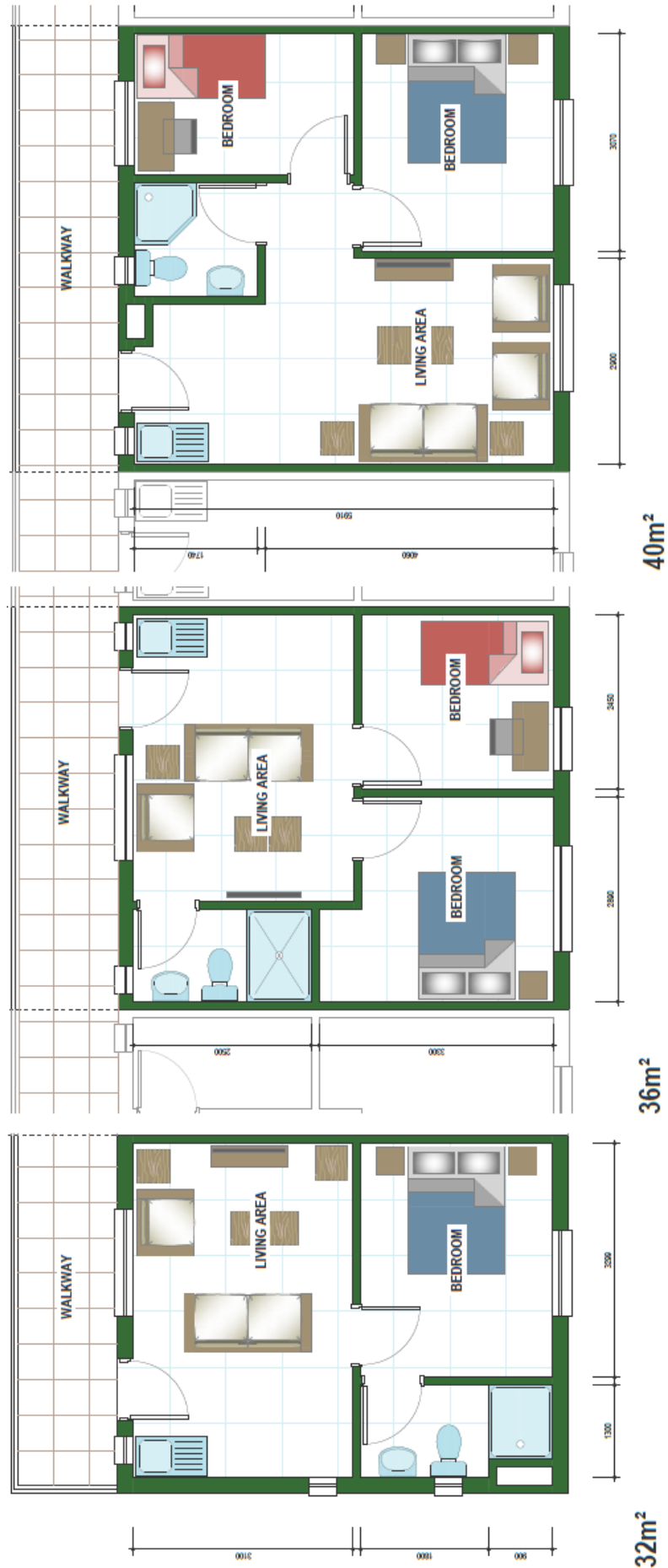
FURTHER PARTICULARS
<b><u>PARTICULARS OF PURCHASER:</u></b>
<b>FULL NAMES</b>
DATE OF BIRTH: _____ IDENTITY NUMBER : _____
MARITAL STATUS: <input type="checkbox"/> unmarried <input type="checkbox"/> married in <input type="checkbox"/> out of community of Property
OCCUPATION: _____
NAME AND ADDRESS OF EMPLOYER : _____
TEL : _____ FAX: _____ CELL : _____
E-MAIL: _____
POSTAL ADDRESS : _____
RESIDENTIAL ADDRESS : _____
INCOME TAX NO : _____
BANK : _____ BRANCH: _____
TYPE OF ACCOUNT: _____ ACCOUNT NO: _____
<b><u>PARTICULARS OF PURCHASER'S HUSBAND/WIFE/PARTNER:</u></b>
<b>FULL NAMES:</b> _____
DATE OF BIRTH: _____ IDENTITY NUMBER : _____
MARITAL STATUS: <input type="checkbox"/> unmarried <input type="checkbox"/> married in <input type="checkbox"/> out of community of Property
OCCUPATION: _____
NAME AND ADDRESS OF EMPLOYER : _____
TEL : _____ FAX: _____ CELL : _____
E-MAIL: _____
POSTAL ADDRESS : _____
RESIDENTIAL ADDRESS : _____
INCOME TAX NO : _____
BANK : _____ BRANCH: _____
TYPE OF ACCOUNT: _____ ACCOUNT NO: _____



SCHEDULE OF FLOOR PLAN OF SECTION : ANNEXURE "A"



LAYOUT PLAN INDICATING THE UNIT = ANNEXURE "B"



## WITFIELD RIDGE PHASE 3 : SCHEDULE OF SPECIFICATIONS

<b>Floor</b>	
Surface bed	Concrete
Floor covering	Screed with tiles
<b>Suspended floor slab</b>	Concrete slabs
<b>Masonry</b>	
Exterior walls	Semi face brick (plaster band optional)
Internal walls	One coat plaster / paint
Lintels	Over all door and window openings
Sills	Plaster internal and external
<b>Windows</b>	Aluminum frames
Curtain tracks	N/A
<b>Waterproofing</b>	DPC under all walls
<b>Carpenter and Joinery</b>	
Bedroom Build in cupboards	Melamine
Kitchen cupboards	Cupboard under sink only
External door	Solid external door 813 x 2032 with two lever lock and handle/varnish
Internal doors	Hollow core door 813 x 2032 with two lever locks and handles/varnish
<b>Ceilings</b>	
	Concrete slabs (ceilings) to be painted on first two floors.
	Nailed on Rhino board ceilings with 755 mm coved cornices/paint on upper floor
<b>Metalwork</b>	
Door frames	Standard steel door frames 813 x 2032
<b>Tiling</b>	
Splash back	300mm above sink and wash hand basin
<b>Plumbing</b>	
	Wash hand basin on pedestal
	Basin mixer
<b>WC</b>	Close Couple
<b>Shower</b>	
Shower floor	Tiled
Shower	Shower door
Corner shower	Brick wall and Shower door
Shower taps	Standard
Rose	Standard
Rose arm	Standard
<b>Sink</b>	
	1.20m long single bowl stainless steal
	Sink mixer
<b>Geyser</b>	
	100litre geyser top floor
	10l Gas Geyser Ground and floor 1
<b>Stove</b>	
	Four plate stove top floor.
	Ground floor and floor1 Gas Stove
<b>Units with Gas</b> (Ground and 1 <sup>st</sup> floor)	9kg Gas bottle with gas will be supplied and caged
<b>Electrical</b>	
Plugs	Single plugs
Lights	White bowl

**NOTE : THE SPECIFICATIONS OVER RULES THE PLANS**

**GUIDELINES FOR SIGNING AGREEMENTS OF SALE IN RESPECT OF IMMOVABLE PROPERTY IN A NEW DEVELOPMENT**

**PURCHASER:**

**1. Individuals:**

- a. Full names
- b. Identity number or date of birth
- c. Marital status
- d. If married in community of property, BOTH husband and wife MUST sign the agreement.

**2. Companies/CC's:**

- a. Name and registration number OR
- b. Full names of individual for a company or close corporation to be formed (i.e. an unregistered company/CC) – this is currently still allowed by SARS, but DO NOT describe purchaser as a company/CC “to be nominated” as this would result in transfer duty being paid on the transaction between the original purchaser and nominated buyer.

**3. Trust:**

- a. Name and registration number issued by the Master of the High Court.
- b. The Trust MUST be in existence when agreement is signed and CANNOT be registered at a later stage.

**4. PLEASE NOTE:** ONLY the owner of a property can pass a mortgage bond, therefore the purchasers MUST be EXACTLY the same persons/entity who will apply for the bond.

**5. SIGNATURE:**

- a. ALL the parties (including witnesses) to the agreement MUST initial each page, INCLUDING any annexures thereto, in the bottom right hand corner in BLACK INK.
- b. EACH and EVERY amendment/correction/details completed by hand MUST be initialled by ALL the parties (including witnesses) in the margin next to such amendment. EACH and EVERY subsequent amendment MUST be initialled as well.
- c. FULL SIGNATURE of ALL the parties (including witnesses) required where provided on the contract.
- d. TWO independent witnesses MUST witness the signature of EACH and EVERY party to the agreement.

**6. CHECKLIST FOR FICA-COMPLIANCE:**

PLEASE SUPPLY THE FOLLOWING CERTIFIED COPIES WITHIN 30 (THIRTY) DAYS OF SIGNATURE

TO ENABLE US TO COMPLETE FICA-COMPLIANCE, AS DIRECTED:

- (a) Identity documents of all signatories;
- (b) Registration documents of any legal person;
- (c) Utility bill, indicating your residential address for certification thereof; and
- (d) Your SARS Income Tax reference number, and proof thereof.