



**AGREEMENT
OF SALE**

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AGREEMENT OF SALE
LE PARC RESIDENTIAL ESTATE

entered into by and between

LE PARC RESIDENTIAL ESTATE PROPRIETARY LIMITED
(REGISTRATION NUMBER: 2000/013425/07)

(herein represented by _____
and being duly authorised hereto)

("the Seller")

and

whose full particulars appear in the Schedule, forming an integral part of this Agreement

("the Purchaser")

SCHEDULE

A. PARTIES			
A.1. <u>Seller:</u>	Le Parc Residential Estate (Pty) Ltd		
Registration No:	2000/013425/07		
Physical Address:	Bovenland, Pieter Hugo Str, Paarl, 7646		
Telephone No:	021 876 8013		
E-mail Address:	info@leparc.co.za		
A.2. <u>Purchaser:</u>			
Identity No. / Reg. No. / Date of Birth:			
Representative's full names (if signing on behalf of a juristic person):	**		
**IMPORTANT: If the Purchaser is a trust, the transaction and the Signatory must be authorised in terms of a resolution signed by all the trustees dated <u>prior</u> to the signing of this Agreement.			
Purchaser's Income Tax Reference No.:			
Residential Address (street address):			
Telephone No: (Mobile)			
(Work)			
E-mail Address:			
**NOTE: The following information in the remainder of item A.2. is only required to be completed in the event of the Purchaser being a natural person .			
Marital Status:	Single		Married
If married, how married?	In community of property		
	Out of community of property		
	Married by Customary Law		
	Foreign marriage		
If Foreign marriage, governed by the laws of?	(state country)		

Full Names of Spouse:	
Identity number of Spouse:	
B. PROPERTY	
B.1. Description:	Erf No. _____, measuring approximately _____ square metres as indicated in the development plan attached to the Agreement and marked Annexure A (" the Erf ") together with the Building to be constructed on the Erf in accordance with the Building Plans and the Finishing Schedule (" the Property "), with street address: No. _____, Le Parc Residential Estate, Paarl.
B.2. Options for extra building work	Extra works as per Annexure F
B.3. Options for extra building work ✓	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px 10px;">OPTION 1</div> <div style="border: 1px solid black; padding: 2px 10px;">OPTION 2</div> </div> <p>Chosen option will form Annexure C to the Agreement.</p>
C. ESTIMATED DATE OF POSSESSION:	Means: October – December 2024
D. PURCHASE PRICE <u>D = D1+D2</u>	R _____,00 _____ _____ Rand (inclusive of VAT).
D.1. Deposit (within 7 days of the Signature Date)	R 100,000.00
D.2. Balance of the Purchase Price: (made up as follows)	R _____
D.2.1. Cash	R _____
D.2.2. Mortgage Bond (Note: The amount may be adjusted as per clause 4.2)	R _____
E. ESTIMATED MONTHLY LEVY (EXCLUDING RATES)	R

F. CONVEYANCERS	
Name and Contact Details	Mostert & Bosman Attorneys Attention: Riaan Kunz Address: Madison Square, 4 Howick Close, Tygerfalls, Bellville Tel: 021 914 3322 Email: riaank@mbalaw.co.za
Conveyancers' Banking Details	Account name: Mostert & Bosman Bank: FNB Branch Code: 250 655 Account No: 55160095483
G. MORTGAGE ORIGINATOR	Mortgage Max, and/or Purchaser's choice Attention: Ronell Beresford Cell Number: 082 445 5670 E-Mail: ronell@mortgagemax.co.za
H. ESTATE AGENCY	
H.1. Estate Agency: <i>"Registered with the PPRA"</i>	Matterhorn Properties (Pty) Ltd Registration Number: 2017/143664/07
H.2. Telephone Number:	021 205 0800
H.3. Selling Agent: <i>"Registered with the PPRA"</i>	
H.4. Mobile Number:	
H.5. E-Mail:	sales@leparc.co.za
H.6. Fidelity Fund Certificates	Matterhorn Properties (Pty) Ltd, being the Estate Agency hereby warrants that at the Signature Date, it as well as the property practitioners in its employ are in possession of valid Fidelity Fund Certificates as required in terms of the Property Practitioners Act, No. 22 of 2019. SIGNED on _____ (date) For the Estate Agency Signature: _____ Print name: _____ who warrants that he/she is duly authorized

SUMMARY OF ANNEXURES

- A. Development Plan indicating Erven
- B. Building Plans/Dwelling Layout
- C. Finishing Schedule & Specifications
- D. Interior designer's layout drawings (**IMPORTANT**: Standard items as indicated)
- E. Optional Extras
- F. Extras

AGREEMENT

The Schedule, Standard Terms and Conditions and Annexures to the Standard Terms and Conditions shall form the agreement between the Seller and the Purchaser.

PLEASE TAKE NOTE THAT:

- A. **The Agreement is subject to the provisions of the Consumer Protection Act No. 68 of 2008 in the event of the Purchaser being a (i) natural person or (ii) a juristic person whose annual turnover and asset value (after allowance for depreciation) at the time of conclusion of this Agreement is less than R2 000 000,00.**
- B. **The Consumer Protection Act, No. 68 of 2008, grants *inter alia* the following rights to a consumer:**
 - (i) **information must be furnished in plain and understandable language;**
 - (ii) **marketing must be done in a manner that is not misleading, false, or deceptive;**
 - (iii) **representations made concerning material facts must not be false, misleading, or deceptive.**
- C. **It is recommended that:**
 - (i) **the Purchaser carefully reads the Agreement (and all its Annexures) to record any representations made by the Seller or its agent concerning material facts which the Purchaser relied on in deciding to purchase the Property and to conclude this Agreement if such representations are not contained in the Agreement; and**
 - (ii) **the Purchaser consults a suitably qualified person to assist the Purchaser in the interpretation and conclusion of the Agreement; and**
 - (iii) **the Purchaser advises the Seller in writing of any information furnished to the Purchaser in a manner or form which the Purchaser deems not to be plain and understandable language, since the Purchaser's failure to adhere to the aforesaid recommendations may result in the Purchaser incurring liabilities and obligations not contemplated and/or which may be used against the Purchaser when any dispute between the Seller and Purchaser needs to be resolved.**

SIGNED AT _____ on this _____ day of _____.

For and on behalf of the **SELLER**, who warrants
that he is duly authorised thereto

SIGNED AT _____ on this _____ day of _____.

For and on behalf of the **PURCHASER**, who warrants
that he is duly authorised thereto (if applicable)

For and on behalf of the **2ND PURCHASER/
1ST PURCHASER'S SPOUSE** (if applicable)

STANDARD TERMS AND CONDITIONS OF SALE OF IMMOVABLE PROPERTY

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise indicates:
- 1.1.1 **Agreement** means the standard terms and conditions contained in this document together with all annexures hereto and including the Schedule;
- 1.1.2 **Architect** means the architect(s) as appointed by the Seller from time to time;
- 1.1.3 **Balance of the Purchase Price** means the Balance of the Purchase Price described in item D.2 of the Schedule;
- 1.1.4 **Building** means the building to be constructed on the Erf in accordance with the Building Plans and the specifications as set out in Finishing Schedule;
- 1.1.5 **Building Plans** means the drawings/building plans which are attached hereto and marked **Annexure B**, which shall be deemed to be the drawings/building plans selected and approved by the Parties for the purposes of this Agreement and the execution of the Works;
- 1.1.6 **Business Day** means a day which is not a Saturday, Sunday or official public holiday;
- 1.1.7 **Constitution** means the constitution of the MHOA from time to time, including but not limited to all annexures thereto and any and all conduct rules and regulations promulgated thereunder from time to time, a copy of which is available on the Website;
- 1.1.8 **CPA** means the Consumer Protection Act, No. 68 of 2008, as amended from time to time;
- 1.1.9 **Defect** means a non-material imperfection in the Property or a component/portion thereof rendering it not less acceptable than persons generally would be reasonably entitled to expect in the circumstances, but does not include any component/portion of the Property suffering from a failure, is a hazard or unsafe, as defined in the CPA;
- 1.1.10 **Erf** means the erf as described in item B of the Schedule;
- 1.1.11 **Estate** means the Le Parc Residential Estate to be formed by subdivisions of and development of Erf 35936 Paarl, in the Drakenstein Municipality, Paarl Division, Western Cape Province and held by Deed of Transfer No. T15607/2016 ("**the Land**") into erven, which erven are to be sold by freehold title and/or one or more of such erven to be used for the opening of sectional title register/s relating to structures constructed thereupon and in respect of which structures sections and exclusive use areas are to be sold;
- 1.1.12 **Estate Agency** means the Estate Agency referred to in item H.1 Schedule;
- 1.1.13 **FICA** means the Financial Intelligence Centre Act 38/2001, including regulations framed thereunder;
- 1.1.14 **Final List** means a list signed and dated by the Purchaser enumerating any items in the Property requiring repair by the Seller constituting any Defect or Material Defect and which did not exist or were not known at the time the Initial List was compiled by the Purchaser;
- 1.1.15 **Finishing Schedule** means the schedule of detailed specification of all finishing and materials in respect of the Building, which schedule is attached hereto and marked **Annexure C** and shall

comprise the standard specifications and finishes which will be supplied by the Seller as part of the execution of the Works in terms of the Agreement;

- 1.1.16 **Hand-over Certificate** means a certificate issued by the Project Manager in terms of which he certifies that the Works have been completed and is in his opinion fit for beneficial occupation subject to clause 19 relating to Practical Completion.
- 1.1.17 **Hand-over Date** means a date and time set after the Estimated Date of Possession as in item C of the Schedule, of which the Seller will notify the Purchaser and in terms of which notice the latter is offered the opportunity to physically inspect the Property, either personally, or by an appointed representative. At such inspection a representative of the Seller will present the keys of the Property and the Hand-Over Certificate to the Purchaser or his or her representative. In this regard the Seller's appointed Selling Agent will liaise with the Purchaser beforehand as to the most suitable date and time to undertake such inspection before the Purchaser is formally notified of the Hand-over Date. Such inspection shall, however, not be earlier than 7 (seven) days after the date of the aforesaid notice unless the Purchaser has assented thereto in writing. The Hand-over Date will remain as the date per such notice irrespective of whether the Purchaser attends such inspection or not.
- 1.1.18 **Initial List** means a list signed and dated by the Purchaser enumerating all items in and on the Property as at the date thereof constituting Defects or Material Defects and requiring repair by the Seller;
- 1.1.19 **Land Surveyor** means the land surveyor as appointed by the Seller from time to time;
- 1.1.20 **Levies** means the Levies that will be payable by the Purchaser to the MHOA, as provided for in the Constitution
- 1.1.21 **Material Defect** means a material imperfection in the Property or a component thereof rendering it less acceptable than persons generally would be reasonably entitled to expect in the circumstances;
- 1.1.22 **MHOA** means the Le Parc Residential Estate Master Home Owners' Association;
- 1.1.23 **NHBRC** means the National Home Builders Registration Council established in terms of section 2 of the Housing Consumers Protection Measures Act, No. 95 of 1998;
- 1.1.24 **Parties** mean the signatories to this Agreement and "**Party**" means either one of the Parties, as the context may determine;
- 1.1.25 **Personal Information** means information relating to identifiable, living, natural persons, and identifiable juristic persons, as envisaged in POPIA, specifically including but not necessarily limited to the following:
- 1.1.25.1 information relating to the race, gender, sex, marital status, age, physical or mental health, well-being, disability, religion, culture, language and birth, medical, financial, criminal history;
- 1.1.25.2 name, registration/identity number, e-mail address, physical address, telephone number, location information;
- 1.1.25.3 the biometric information (such as fingerprints, etc.);
- 1.1.26 **POPIA** means the Protection of Personal Information Act, No. 4 of 2013;

- 1.1.27 **POCA** means the Prevention of Organised Crime Act, No. 21 of 1998, including regulations framed thereunder
- 1.1.28 **Practical Completion** means the date that the relevant authority has issued an occupation certificate for the Property as provided for in clause 19;
- 1.1.29 **Prime Rate** means the publicly quoted basic rate of interest per annum from time to time (as certified by any officer of Rand Merchant Bank Limited, a division of FirstRand Bank Limited (Registration Number 1929/001225/06) Limited whose appointment and authority it shall not be necessary to prove) at which the said bank lends monies in South African Rand on unsecured overdraft to first class corporate borrowers in general on the basis of such interest being compounded monthly in arrear and calculated on a 365 day year factor, irrespective of whether or not the year is a leap year (and which said rate of interest is sometimes referred to as the prime commercial overdraft rate of interest);
- 1.1.30 **Project Manager** means Jean Nortier & Associates CC or such other Project Manager as may be appointed by the Seller.
- 1.1.31 **Property** means the Property described as such in item B of the Schedule;
- 1.1.32 **Purchaser** means the purchaser/s described as such in item A.2 of the Schedule;
- 1.1.33 **Purchase Price** means the purchase price as appears in item D of the Schedule;
- 1.1.34 **Rules** means the Rules established in accordance with the Constitution, and to be implemented and enforced by the MPHOA at all times, a copy of which is available on the Website;
- 1.1.35 **Seller** means the Seller as described in item A.1 of the Schedule;
- 1.1.36 **Seller's Contractor** means the building contractor appointed by the Seller to execute the Works in terms of this Agreement;
- 1.1.37 **Selling Agent** means the Selling Agent referred to in item H.3 of the Schedule;
- 1.1.38 **Schedule** means the schedule of information as set out on page 3 – page 5 of this document;
- 1.1.39 **Signature Date** means the date on which this Agreement is signed by the Party signing it last in time;
- 1.1.40 **Transfer Date** means the date of registration of transfer of ownership of the Property in the name of the Purchaser by the Conveyancers, which is scheduled for as soon as possible after Practical Completion;
- 1.1.41 **VAT** means Value Added Tax payable in terms of the VAT Act;
- 1.1.42 **VAT Act** means the Value Added Tax Act, No. 89 of 1991;
- 1.1.43 **Website** means the Website of the Estate available on the internet at the following website address: www.leparc.co.za;
- 1.1.44 **Works** means the construction of the Building and related infrastructure on the Erf as set out in the Building Plans and the Finishing Schedule and which works is to be executed in terms of this Agreement by the Seller's Contractor.

- 1.2 In this Agreement —
- 1.2.1 clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;
- 1.2.2 an expression which denotes —
- 1.2.2.1 any gender includes the other genders;
- 1.2.2.2 a natural person includes a juristic person and *vice versa*;
- 1.2.2.3 the singular includes the plural and *vice versa*; and
- 1.2.2.4 a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last-mentioned clauses.
- 1.3 Any reference in this Agreement to —
- 1.3.1 "**business hours**" shall be construed as being the hours between 08h00 and 17h00 on any Business Day. Any reference to time shall be based upon South African Standard Time;
- 1.3.2 "**laws**" means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any governmental body; and the common law, and "**law**" shall have a similar meaning;
- 1.4 The use of the words "**include**" and "**including**" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 1.5 Except where expressly set out to the contrary, all amounts referred to in this Agreement are described as excluding VAT.
- 1.6 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 1 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of this Agreement.
- 1.7 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 1.8 Expressions, words or terms defined in this Agreement shall bear the same meanings in any Annexures hereto.
- 1.9 Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 1.10 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
- 1.11 Where figures are referred to in words and in numerals and there is any conflict between the two, the words shall prevail.

- 1.12 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day.
- 1.13 Except to the extent that any provision of this Agreement expressly provides otherwise, if the only day or the last day for the exercise of any right, performance of any obligation or taking (or procuring the taking of) any action in terms of any provision of this Agreement falls on a day which is not a Business Day, such right shall be capable of being exercised, or such obligation performed or action taken on the next succeeding Business Day.
- 1.14 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.
- 1.15 No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a party to this Agreement.
- 1.16 The use of any expression in this Agreement covering a process available under South African law, such as winding-up, shall, if any of the Parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 1.17 Any reference in this Agreement to "**this Agreement**" or to any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.
- 1.18 In this Agreement the words "**clause**" or "**clauses**" and "**annexure**" or "**annexures**" refer to clauses of and annexures to this Agreement.
- 1.19 Any reference herein to "**signed**" shall specifically exclude all forms of electronic signatures as defined and/or envisaged in the Electronic Communications and Transactions Act, No. 25 of 2002.
- 1.20 The terms and conditions of this Agreement shall be binding on the estates, heirs, executors, administrators, trustees, successors-in-title, permitted assigns, liquidators, debt counsellor(s), and/or business rescue practitioner(s) of the Parties as fully and effectually as if they had signed these terms and conditions in the first instance and reference to any Party shall be deemed to include such Party's estate, heirs, administrators, trustees, successors-in-title, permitted assigns, liquidators, debt counsellor(s) and or business rescue practitioner(s), as the case may be.
- 1.21 This Agreement shall in all respects be governed by South African law.

2 SALE

- 2.1 The Seller wishes to sell, and the Purchaser wishes to purchase the Property from the Seller through the Estate Agency on the terms and conditions set out in this Agreement.
- 2.2 The Seller undertakes to execute the Works in a proper and workmanlike manner against payment of the Purchase Price.

3 PAYMENT OF PURCHASE PRICE

- 3.1 The Purchase Price is payable by the Purchaser to the Seller as follows:
- 3.1.1 a deposit of R100 000,00 within 7 (seven) days of the Signature Date, in cash to the Conveyancers, which deposit is to be invested by the Conveyancers in an interest-bearing

account in terms of Section 86(4) of the Legal Practice Act No. 28 of 2014 for the benefit of the Purchaser until the Transfer Date and which interest is payable to the Purchaser; and

- 3.1.2 the Balance of the Purchase Price against transfer of the Property on the Transfer Date.
- 3.2 The Purchaser shall furnish the Conveyancers within 21 (twenty one) days following the fulfilment of the suspensive condition contained in clause 4.1, or, if the Agreement is not subject to suspensive condition contained in clause 4.1, within the 21 (twenty one) days following the Signature Date with a guarantee for the Balance of the Purchase Price, drawn in favour of the Conveyancers or such third party as the Conveyancers may nominate in writing which, save for providing for payment against the tendering of transfer of the Property in the name of the Purchaser, shall be unconditional and shall be on terms acceptable to the Seller. The guarantee shall be issued by a registered South African Bank or other financial institution approved of by the Seller in its absolute discretion. Withdrawal by a guarantor as aforesaid, for any reason whatsoever, shall constitute a breach by the Purchaser of his obligations to deliver a guarantee in terms of this clause and in respect of which breach the Seller shall not be required to give notice in terms of clause 20. The remedies as provided for in clause 20 shall in such instance be immediately available to the Seller.
- 3.3 The Purchaser shall be released from its obligation to provide a guarantee as referred to in clause 3.2 above by making payment of the Balance of the Purchase Price into the trust account of the Conveyancers, in which instance the amount must be invested, subject to the terms and conditions provided for in clause 3.4.3 below.
- 3.4 The Purchaser acknowledges and accordingly undertakes to comply with all the requirements as further set out hereunder and to furnish all information and documentation required by the Conveyancers to enable the Conveyancers to fulfil their obligations in terms of the undermentioned acts, and that:
- 3.4.1 the Conveyancers are designated as an "accountable institution" in terms of FICA;
- 3.4.2 certain obligations are placed on the Conveyancers in terms of FICA and POCA;
- 3.4.3 the Conveyancers shall not be obliged to invest and administer any deposits, or any other monies paid by the Purchaser or distribute any monies to the Seller in terms of this Agreement unless the Purchaser has provided the Conveyancers with the documents that they require and that the Conveyancers shall not be held liable for any loss of interest as a result of the Purchaser's failure to comply herewith. The Conveyancers are, subject to the aforementioned, hereby irrevocably authorised to invest any cash amount received from the Purchaser in terms of this Agreement in an interest bearing account in terms of Section 86(4) of the Legal Practice Act No. 28 of 2014 for the benefit of the Purchaser until the Transfer Date, which interest is to be paid to the Purchaser after the Transfer Date, less the reasonable costs of the conveyancer to manage and administer such funds, which fee shall not exceed 1% percent per annum on the capital invested.
- 3.5 All payments due by the Purchaser to the Seller in terms of this clause 3, not made on the due date, shall bear interest at Prime Rate.
- 3.6 If applicable, in the event that the VAT rate in effect on the Signature Date is at any time thereafter increased or reduced in such a manner that the VAT payable on the supply of the Property is increased or reduced, the Purchase Price will be either increased or reduced as the case may be, to reflect the actual VAT payable on the supply of the Property in terms of this Agreement.

4 CONDITION PRECEDENT – MORTGAGE BOND

- 4.1 In the event of it being indicated in item D.2.2 of the Schedule that a mortgage bond is required, then this Agreement shall be subject to the following suspensive condition, namely:
- 4.1.1 the mortgage bond should be approved in principle in writing by a recognised financial institution, upon its usual terms and conditions, in the amount referred to in item D.2.2 of the Schedule, or such lower amount as accepted by the Purchaser as contemplated in clause 4.2 below, by no later than 30 (thirty) days from the Signature Date. The said 30 (thirty) day period will automatically be extended by a further 30 (thirty) days unless the Seller determines that the said 30 (thirty) day period shall not automatically be extended and has notified the Purchaser in writing of its determination prior to the lapsing of the said initial 30 (thirty) day period.
- 4.2 The suspensive condition in clause 4.1.1 above will be deemed to be fulfilled on the date upon which the financial institution provides the Purchaser with a quotation for a loan in the amount as provided for in item D.2.2 of the Schedule, or a quotation for such lower amount as accepted by the Purchaser in writing, by his signature to such quotation.
- 4.3 In the event that the condition in clause 4.1 is not fulfilled, this Agreement shall be of no force or effect and neither Party shall have any claim against the other, except that the Seller shall procure the refund to the Purchaser of the deposit referred to in clause 3.1.1 with accrued interest (if any).
- 4.4 The Purchaser hereby agrees that should he accept a mortgage bond for an amount lower than the amount stipulated in item D.2.2 of the Schedule, he shall become liable for payment of an additional deposit, being the difference between the mortgage bond amount stated in item D.2.2 of the Schedule and the lower mortgage bond amount actually accepted by the Purchaser, as reflected in the approval documents, which additional deposit shall be paid to the Conveyancers within 7 (seven) days of acceptance by the Purchaser of the lower mortgage bond amount in writing.
- 4.5 Should such approval in principle as set out in clause 4.1.1 above, be subject to any suspensive condition(s) as part of such approval, then the Seller shall have the right to condone or refuse in writing, such approval in principle, at the time the Seller is made aware of the said suspensive condition contained therein. In the event of such condonation, the suspensive condition in clause 4.1.1 is deemed to be fulfilled upon the date as so approved. In the event of a refusal of the approval in principle by the Seller, this agreement shall be deemed to have lapsed due to the condition in clause 4.1 not having been fulfilled and clause 4.3 will apply.
- 4.6 The Purchaser undertakes to make a written loan application within 3 (three) days after the Signature Date, and to sign all documents and do all things necessary to ensure the successful granting of the loan, within 3 (three) days of being requested thereto. Should such loan application be unsuccessful, the Purchaser shall, until the expiry of the initial period or the extended period (as the case may be), nevertheless continue to use its best endeavours and to do all things that may be necessary in order to obtain the loan elsewhere.
- 4.7 The Purchaser expressly authorizes the Mortgage Originator 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 Mortgage Originator 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.

5 SUSPENSIVE CONDITIONS IN FAVOUR OF THE SELLER

- 5.1 This Agreement is subject thereto that:
- 5.1.1 the Seller obtains the necessary approval and consents from all relevant authorities for the subdivision and development of the Land, in order to give effect to this Agreement;
 - 5.1.2 the relevant authorities approve the Building Plans in respect of the Building/s and provide all consents and approvals necessary to enable the Seller to commence with the Works;
- 5.2 The conditions imposed herein are imposed in favour of the Seller and solely for its benefit and the Seller may waive reliance upon all or any of the aforesaid conditions by communicating such waiver to the Purchaser in writing at any stage on or before the date provided for the fulfilment thereof.
- 5.3 If any of the aforesaid conditions are not fulfilled within a reasonable time, as determined by the Seller, this Agreement will lapse and be of no further force of effect. The Seller will in such event cause the repayment of the deposit and any other amounts paid by the Purchaser in terms of this Agreement to be repaid to the Purchaser and the Parties will, except for the aforesaid, have no further claims against each other.

6 POSSESSION, OCCUPATION AND RISK

- 6.1 Possession of the Property shall be deemed to have been given to and taken by the Purchaser as from the earlier date of either the 7th day after the Hand-over Date or Practical Completion, after which the Purchaser will be entitled occupy the Property subject to clause 6.5 (hereinafter referred to as the "**Date of Possession**").
- 6.2 Possession and occupation by the Purchaser will, until the Transfer Date be subject to the conditions contained herein.
- 6.3 All benefits and risk in and to the Property will only transfer to the Purchaser on the Transfer Date. In this regard the Purchaser, however, unconditionally takes responsibility for any damages caused by him, her or any other occupant of the Property, or contractor appointed by the Purchaser, irrespective of whether such damages are caused by accident or malice, as from Date of Possession.
- 6.4 In the event that the Date of Possession occurs prior to:
- 6.4.1 the Hand-over Date, the Selling Agent will still proceed with arranging a formal Hand-over meeting as envisaged herein, for as soon as possible after Practical Completion has occurred;
 - 6.4.2 the Transfer Date, the Purchaser shall be liable towards the Seller for occupational rental calculated at a percentage of the Purchase Price per month, which percentage shall be equivalent to the Prime Rate and calculated from Date of Possession until Transfer Date, payable monthly in advance to the Seller, irrespective of whether physical occupation has taken place, or not. This occupational rental will increase to Prime Rate plus 2 percent, within 60 (sixty) days from Date of Possession, should transfer of the Property have not been finalised, irrespective of the reason for such transfer not having been finalised.
- 6.5 It is specifically recorded notwithstanding the terms of clause 6.1 above that actual physical occupation of the Property shall not be available to the Purchaser, unless he or she has complied with all suspensive conditions of this Agreement, signed all the documentation relevant to the transfer of the Property, delivered any and all necessary guarantees and paid the deposit and / or all further deposits, in order to secure the Purchase Price (or balance thereof), as well as all costs for which he or she may be liable in order to proceed with registration of transfer of the Property.

7 BUILDING PLANS AND SPECIFICATIONS

- 7.1 The Works shall be executed by the Seller's Contractor substantially in accordance with the Building Plans and the Finishing Schedule.
- 7.2 Notwithstanding the aforesaid, the Seller shall be entitled to:
- 7.2.1 vary any of the details set out in the Annexures hereto; and
- 7.2.2 substitute items of similar standard and quality for any specified item referred to in the Finishing Schedule and to vary the Building Plans;

should the Architect consider it reasonably necessary for technical, practical and/or aesthetic reasons.

- 7.3 The Purchaser herewith specifically confirms and agrees to purchase the Property on the basis that non-material amendments to the Estate and the Property and substitution of items and details in the Annexure to this Agreement may be effected and the Property may eventually only be constructed substantially in accordance with the Building Plans and the Finishing Schedule.
- 7.4 The Purchaser acknowledges that the final sub-divisional diagram of the Land as it relates to the Property may not yet have been approved at the time of signature of this Agreement and that the exact boundaries and the final Erf number of the Erf shall be those shown on the final approved sub divisional diagram. If required, a certificate of extent will be issued to the Purchaser by the Conveyancers once the diagram or general plan has been approved.
- 7.5 The Purchaser shall not be entitled to claim any damages, cancellation of this Agreement or any reduction in the Purchase Price by reason of any minor alteration to the number, size and location of any Erf. The Purchaser undertakes to accept transfer of the Property as it may be re-defined and re-numbered in the sub-divisional plan approved by the relevant local authority and the Surveyor General.
- 7.6 The Land Surveyor shall have the sole decision upon whether or not a deviation referred to in clause 7.5 above is minor and his decision shall be final and binding on the Parties.

8 DEFECTS

- 8.1 The Purchaser shall compile and furnish the Seller with the Initial List within 14 (fourteen) days after Hand-over Date. The Purchaser shall not later than 45 (forty five) days after the Date of Possession, deliver the Final List to the Seller.
- 8.2 The Seller shall attend to the items listed in the Initial List and the Final List within a reasonable time after receipt of the said lists but shall not (where the Property has been occupied at the time of compilation of either list) be responsible to repair or make good any damage or defect to or in the Property, that did not fundamentally exist at Hand-over Date.
- 8.3 In the event of the Purchaser being a person entitled to protection in terms of the CPA:
- 8.3.1 The Seller shall advise the Purchaser in writing when repairs to items on the Initial List and the Final List have, in the Seller's opinion, been duly effected.
- 8.3.2 The Purchaser shall within a period of 10 (ten) Business Days after receipt of the Seller's advice referred to in clause 8.3.1, be entitled to dispute any item that has, in the Purchaser's opinion, not been duly repaired by giving written notice thereof, to the Seller within the said 10 (ten) Business Days period. In the event of the Purchaser failing to deliver the written notice to the Seller within the said 10 (ten) Business Days period, or to list a specific item in his notice, it shall

be deemed that the Seller has duly effected the repairs to the Defects listed in the Initial List and the Final List to the satisfaction of the Purchaser and the Purchaser shall not have no further claim against the Seller in respect of such items.

- 8.4 In the event of the Purchaser being a person not entitled to protection in terms of the CPA, the Seller shall furnish the Purchaser with a certificate issued by the Project Manager that the repairs to items on the Initial List and the Final List have in its opinion been duly effected. Upon issuance of the certificate by the Project Manager the Purchaser shall have no further claims in respect of the Defects and/or Material Defects listed in the Initial List and the Final List.

9 RATES, TAXES AND SERVICES

- 9.1 The Seller shall be liable for all rates and taxes and other municipal charges levied, as well as other levies due and payable to the MHOA, on the Property for the period prior to the Transfer Date and the Purchaser shall be liable for all rates and taxes and other local municipal charges levied, as well as any levies due and payable to the MHOA, thereafter.
- 9.2 The Purchaser shall however also be liable for all consumable services used by it in terms of occupying this property from Date of Possession until Transfer Date, and thereafter. In this regard, the Purchaser shall be responsible for making its own arrangements for water and electricity connection and supply and shall be responsible for payment thereof respectively as from Date of Possession.
- 9.3 The Purchaser further acknowledges that electricity supply shall be arranged with the Drakenstein Municipality and will be provided on a "pay-as-you-go"-basis. Water supply shall be arranged with the MHOA, and consumption thereof will be added to the monthly levy bill to be issued by the MHOA, according to the consumption reading on the water meter supplied for the Property. For purposes of the initial water meter reading, the parties undertake that it shall agree to the reading taken mutually on the Hand-over Date and completed as such in writing on the Hand-over Certificate.

10 VOETSTOOTS

- 10.1 Subject only to the provisions hereunder set out, the Property is sold voetstoots and the Purchaser agrees to accept it in the condition as at the Signature Date. The Seller, however, subject to the terms of this Agreement, gives the following undertakings:
- 10.1.1 The Seller undertakes that the Property will be improved substantially in accordance with the Building Plans and the Finishing Schedule and the Purchaser accepts same;
- 10.1.2 The Seller shall rectify such items as reasonably required in the Initial List and the Final List.
- 10.2 The Purchaser further acknowledges that no warranties or representations of whatsoever nature by or on behalf of the Seller have been made except as are recorded in this Agreement.

11 SIGNING OF DOCUMENTS AND COSTS

- 11.1 The Seller is liable and shall pay on demand by the Conveyancers and prior to the Transfer Date, any and all conveyancing fees (at a tariff as agreed with the Conveyancer) and all other costs necessary in order to comply with any authorities' requirements, surveyors', civil- and electrical services (as may be required by the local authority in respect of the development in which the Property is situated) as well as other related costs in order to give effect to this Agreement. The Purchaser shall within 5 (five) Business Days of being called upon by the Conveyancers, sign all transfer documents and provide any such documents and information as may be required in respect of the registration of transfer of the Property.

- 11.2 Should the Purchaser obtain a mortgage bond in order to finance this transaction, the Purchaser shall be liable for the costs associated with registration of the mortgage bond. The Purchaser shall also be responsible for payment of any costs, initiation fees or the like charged by the financial institution providing the mortgage bond. The Purchaser undertakes to pay or secure all such costs prior to lodgement in the Deeds Office. The Purchaser shall within 5 (five) Business Days of being called upon in writing by the Conveyancers, or such other firm of attorneys attending to the registration of the Purchaser's mortgage bond (as the case may be) sign all bond documents and provide any such documents and information as may be required in respect of the registration of the Purchaser's mortgage bond over the Property.
- 11.3 In the event of this Agreement being cancelled as a result of a breach of any of the terms of this Agreement by either the Purchaser or the Seller, the Party in breach shall be liable for and pay on demand to the Conveyancers and/or such other firm of attorneys attending to the registration of the Purchaser's mortgage bond (as the case may be) all fees and disbursements reasonably incurred by the Conveyancers and/or such other firm of attorneys as at the date of such cancellation.
- 11.4 All costs, charges and expenses of every nature whatsoever which may be incurred by any Party enforcing its rights in terms of this Agreement, including and without limiting the generality of the foregoing, legal costs on the scale as between attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from the Party against which such rights are successfully enforced.

12 TRANSFER

- 12.1 Transfer of the Property shall be effected by the Conveyancers as soon as possible after Practical Completion has been achieved as stipulated in item C of the Schedule.
- 12.2 The Estimated Date of Possession is an estimate only and depends on the progress of the Works. The said date may be postponed by the Seller to allow for inter alia delays in construction. If the subsequent transfer of the Property is given at a date later than anticipated in the Agreement, the Purchaser shall not be able to claim such damages from the Seller.

13 BUILDING WORK IN PROGRESS

The Property is sold as part of a larger development and the Purchaser hereby acknowledges and confirms its acceptance and understanding that:

- 13.1 building activities in the vicinity of the Property will continue after the Transfer Date until all the properties in the development have been sold and houses erected thereon;
- 13.2 access to the development will be granted to the Seller's Contractors and various other subcontractors and specialists during such building activities;
- 13.3 noise, dust and nuisance from such building activities will in some cases be unavoidable;
- 13.4 although the Seller hereby undertakes to apply reasonable effort, and to procure that the Seller's Contractor takes reasonable and appropriate steps, inter alia by appointing security guards to monitor the building sites and adjacent properties, regarding safety or security of persons and the Property, no guarantee relating to this can or will be offered by the Seller and the Purchaser must always be prudent and shall in first instance be liable to ensure safety and security in and around the Property.

14 COMMISSION

- 14.1 The Seller shall be responsible for the payment of the commission to the Estate Agency in accordance with the terms and conditions of the mandate granted to the Estate Agency by the Seller.
- 14.2 The said commission shall be deemed to have been earned upon the signature of the Agreement by both the Seller and the Purchaser and the fulfilment, or waiver, (as the case may be) of all suspensive conditions contained herein and is payable on the Transfer Date.
- 14.3 The Parties record that the Selling Agent was the effective cause of this transaction.
- 14.4 The Purchaser warrants that he was not introduced to the Property by any agent other than the Selling Agent, acting on behalf of the Estate Agency. The Purchaser accordingly indemnifies the Seller and holds him 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 this warranty
- 14.5 If this Agreement is cancelled as a consequence of a default or breach by the Purchaser, the Purchaser acknowledges that he shall be liable to the Estate Agency for the payment of an amount equal to the commission which would have been paid by the Seller had this Agreement not been cancelled. The Purchaser acknowledges that if this Agreement is cancelled because of his breach, the Estate Agency will suffer damages in the form of the loss of its commission and accordingly the Purchaser will be liable to the Estate Agency for payment of this amount, which amount shall become due and payable to the Estate Agency immediately upon written demand therefor.
- 14.6 In the circumstances foreseen in clause 14.5, the Purchaser hereby expressly and irrevocably authorizes the Conveyancers to deduct such commission from any amounts paid by the Purchaser to the Conveyancers under this Agreement (including all interest earned on such amounts) and held in trust by the Conveyancers on behalf of the Purchaser, and to pay such commission directly to the Estate Agency.

15 HOME OWNERS' ASSOCIATION AND LEVIES

- 15.1 The Purchaser becomes a member of the MHOA from the Transfer Date and shall at all times be obliged to comply with all obligations as imposed on him in terms of the Constitution, the Rules and any other rules and/or guidelines referred to therein and/or that may be issued and/or amended from time to time.
- 15.2 The Purchaser is purchasing a Property forming part of the Estate and is aware that it is a private estate with private internal services and is aware that the MHOA is in terms of its Constitution entitled to charge Levies for the upkeep and maintenance of the property of the MHOA as well as the services provided/contracted by the MHOA.
- 15.3 The Levies:
- 15.3.1 shall be payable by the Purchaser to the MHOA from the Transfer Date;
- 15.3.2 are estimated to be equal to the amount described in item E of the Schedule; and
- 15.3.3 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, one of which will be an advance payment.

- 15.4 The Purchaser acknowledges that:
- 15.4.1 in terms of the Constitution he will not be allowed to transfer ownership of the Property to a third party unless all Levies, penalties or any amount due and owing to the MHOA in terms of the Constitution has been paid or duly secured; and
- 15.4.2 the Purchaser having complied with all other terms and conditions of the Constitution and the Rules.
- 15.5 The Purchaser acknowledges that the rights of the MHOA as contained in this clause 15 and clause 16 below will be/are registered against the title deed of the Property on the Transfer Date in a format as determined by the Conveyancer and that the Property shall not be transferred without the prior written consent of the MHOA.

16 RESTRICTION ON ALIENATION & RESALE OF THE PROPERTY

- 16.1 The Purchaser's attention is specifically drawn to the provisions of the Constitution which set out the additional terms and conditions that shall apply in the event of a resale of the Property, within a period of 2 (two) years from the Transfer Date, the most material of which are recorded below:
- 16.1.1 The Property shall not be alienated or transferred without the prior written consent of the MHOA;
- 16.1.2 If the proposed selling price of the Property is less than a valuation acquired by the MHOA, the MHOA will be entitled to grant their consent, subject to the payment by the owner of an Exit Levy (as defined in the Constitution);
- 16.1.3 The Exit Levy will be calculated by the MHOA in accordance with the provisions of the Constitution, but will not be payable if:
- 16.1.3.1 it is a "Distressed Sale" or a "Primary Residence", (as defined in the Constitution); or
- 16.1.3.2 if the Property was not acquired by the owner from the Seller, or if acquired from the Seller, the period of 2 (two) years has expired.

17 ELECTRICAL COMPLIANCE CERTIFICATE

- 17.1 The Seller shall prior to the Transfer Date procure that the electrical installation on the Property be examined by a registered Person as defined in the Electrical Installation Regulations (2009) ("**Regulations**") promulgated under the Occupational Health and Safety Act No 85 of 1993 for purposes of the issue of a certificate of compliance (as defined in the Regulations) by such a registered Person in accordance with regulation 7(1) of the Regulations.
- 17.2 The Seller shall procure that prior to the Transfer Date the Purchaser be furnished with such a certificate of compliance.
- 17.3 Should any work be required to be done to the electrical installation on the Property before such a certificate of compliance can be issued, such work shall be done at the expense of the Seller prior to the Transfer Date.
- 17.4 The Seller will on delivery of such a certificate of compliance to the Purchaser have complied fully with all its obligations in terms of or arising from this clause 17 and accordingly the Seller shall after the delivery of such a certificate of compliance have no further liability of whatsoever nature arising from the provisions of this clause 17. In particular it is recorded that the Seller does not guarantee that any aspect of such a certificate of compliance is or will be correct.

18 GAS CERTIFICATE

The Seller shall, at its expense, deliver to the Purchaser, on or before the Transfer Date, a certificate of conformity issued by an authorised person as defined in the Pressure Equipment Regulations 2009 made by the Minister of Labour under Section 43 of the Occupational Health and Safety Act 85 of 1993, to the effect that the gas installation on the Property, if any, conforms to the required health and safety standard. The Seller undertakes not to alter, install or remove the gas installation after issue of the said certificate. Insofar as the authorised person appointed by the Seller to provide such certificate, requires corrective work to be carried out as a precondition to the issue of such certificate, the Seller will procure such work is undertaken out at the Seller's cost and expense.

19 OCCUPATION CERTIFICATE AND NHBRC ENROLMENT

The Seller shall procure that on the Transfer Date the Purchaser, or its authorised agents, be furnished with the original occupation certificate issued by the Drakenstein Municipality as well as the original NHBRC enrolment certificate of the Property. The Seller undertakes to inform the Purchaser in writing as soon as reasonably possible after having received a formal notice from such municipality that the occupation certificate in respect of the Property has been issued.

20 BREACH

- 20.1 Should the Purchaser fail to fulfil any of the Purchaser's obligations under this Agreement and fail to comply with its obligations within 14 (fourteen) days after being informed of his failure and called upon to fulfil the obligation in question within such period of 14 (fourteen) days, then the Seller shall be entitled, without prejudice to any other rights the Seller may have in law: -
- 20.1.1 to claim immediate payment of all amounts owing under this Agreement, which amounts shall all be deemed to become due and payable forthwith, or
- 20.1.2 to cancel this Agreement, obtain immediate repossession of the Property and to eject the Purchaser therefrom and to recover from the Purchaser the actual damages sustained by the Seller by reason of the Purchaser's default
- 20.2 In any such event provided for in terms of clause 20.1 any amounts paid by the Purchaser shall accrue to the Seller as damages without prejudice to the right of the Seller to claim further damages or to such other remedies it may have in law.
- 20.3 If the Seller elects to institute action for the Balance of the Purchase Price or any other monies which may be owing, including the taking of a judgment against the Purchaser, it shall not thereby be prevented from cancelling this Agreement if the judgment is not satisfied within 30 (thirty) days of it being granted.
- 20.4 If the Agreement is cancelled, the Purchaser and all persons claiming a right to occupation through the Purchaser shall forthwith be obliged to vacate the Property and to deliver the Property to the Seller.
- 20.5 If, however, the Purchaser disputes the Seller's right to cancel this Agreement, then pending the determination of such dispute, the Purchaser shall be obliged to continue to pay all amounts payable by it in terms of this Agreement on the due dates thereof and the Seller shall be entitled to accept such payments without prejudice to its rights of cancellation as aforesaid.
- 20.6 Any payments due by the Purchaser to the Seller in terms hereof, not made on due date, shall bear interest at the Prime Rate.

- 20.7 In the event of the Seller committing any breach of this Agreement, the Purchaser or his agent shall likewise notify the Seller of such breach and require him to remedy such breach within 14 (fourteen) days of such notice, failing which the Purchaser shall mutatis mutandis have the same remedies as the Seller as set out in clauses 20.1.1 and 20.1.2 above.

21 DOMICILIUM AND NOTICES

- 21.1 The Parties choose their domicilium citandi et executandi ("domicilium") for all purposes relating to this Agreement, including the giving of any notice, the payment of any sum, the serving of any process, the addresses and emails as set out in the Schedule.
- 21.2 Either Party shall be entitled from time to time, by giving written notice to the other, to vary its domicilium to any other physical address (not being a post office box or poste restante) within the Republic of South Africa and to vary its email domicilium to any other email address and same shall be binding on the Seller and the Purchaser. Such party shall further determine which of the Parties will be liable for his fees for determining the dispute.
- 21.3 Any notice given or payment made by either Party to the other ("addressee") which is:
- 21.3.1 delivered by hand between the hours of 09:00 and 17:00 on any Business Day to the addressee's physical domicilium for the time being shall be deemed to have been received by the addressee at the time of delivery;
- 21.3.2 posted by prepaid registered post to the addressee's postal domicilium for the time being shall be deemed (unless the contrary is proved by the addressee) to have been received by the addressee on the 7th (seventh) day after the date of posting.
- 21.4 Any notice given by either Party to the other which is successfully transmitted by email to the addressee's email domicilium for the time being shall be deemed (unless the contrary is proved by the addressee) to have been received by the addressee on the day immediately succeeding the date of successful transmission/delivery thereof.
- 21.5 This clause 21 shall not operate so as to invalidate the giving or receipt of any written notice which is actually received by the addressee other than by a method referred to in this clause 21.
- 21.6 Any notice in terms of or in connection with this Agreement shall be valid and effective only if in writing and if received or deemed to be received by the addressee.

22 CESSION OF RIGHTS

The Purchaser shall not be entitled to alienate, assign, cede or make over its rights under this Agreement, prior to the Transfer Date without the prior written consent of the Seller and/or its successor in title and/or the MHOA, as the case may be and unless the transferee of the Property agrees in writing to observe and be bound by the terms and conditions of this Agreement. The Seller however may without prior notice to and consent by the Purchaser sell, assign, cede or make over its rights in terms of this Agreement.

23 CAPACITY OF PURCHASER

- 23.1 If there is more than 1 (one) Purchaser in terms of this Agreement, the liability of each Purchaser shall be joint and several.
- 23.2 In the event of the Purchaser being a Close Corporation, Company, Trust or other legal entity then the signatory for and on behalf of the Purchaser by virtue of his/her signature to this Agreement binds

himself/herself in solidum as surety and co-principal debtor to and in favour of the Seller for all the obligations of the Purchaser arising from or associated with this Agreement waiving the benefits of excussion, and division.

24 PERSONAL INFORMATION

24.1 The Purchaser hereby:

24.1.1 warrants that his Personal Information contained in this Agreement or otherwise provided by him is true, correct and up-to-date as at the Signature Date and undertake to inform the Seller, the Selling Agent, the Mortgage Originator, and the Conveyancers (and after the Transfer Date, the MHOA) without delay as and when his Personal Information changes;

24.1.2 consent to his Personal Information - whether contained in this Agreement or otherwise provided by in from time to time and/or lawfully obtained by the Seller, the Selling Agent, the Mortgage Originator, the Conveyancers, the MHOA (as the case may be) - being processed, used and stored by the Seller, the Selling Agent the Mortgage Originator, the Conveyancers, and the MHOA (as the case may be) for purposes of (i) procuring registration of transfer of the Property into the name of the Purchaser and registration of the Purchaser's mortgage bond, (ii) maintaining record of purchasers at the Estate (iii) providing access to the Estate, as well as related services and facilities available thereat (if any) to the Purchaser, (iv) communicating with him in relation to all matters pertaining to this Agreement, the Estate and (v) any other lawful purpose as envisaged in POPIA and/or other legislation (including FICA and POCA) from time to time;

24.1.3 consents and agrees to:

24.1.3.1 the Seller, the Selling Agent, the Mortgage Originator and/or the Conveyancers sharing his Personal Information with the MHOA for purposes of the MHOA maintaining its records and communicating with the Purchaser regarding all matters, pertaining to this Agreement (including mortgage bond application and registration, and registration of the Property into the name of the Purchaser), and the Estate; and

24.1.3.2 the Seller, the Selling Agent, the Mortgage Originator and/or the Conveyancers, and the MHOA (as the case may be) sharing his Personal Information with other third parties (including law enforcement agencies and government departments), to the extent necessary and/or required by law from time to time;

24.1.4 acknowledges that he will have now claim against the Seller, the Selling Agent, the Mortgage Originator, the Conveyancers, and the MHOA arising out of or in connection with his Personal Information being used, processed, stored and/or shared as envisaged in this clause 24, for any lawful purpose and or as otherwise required by law;

24.1.5 agrees to the Seller storing and using his Personal Information for statistical purposes for a period of 10 (ten) years after the Transfer Date or date of termination of this Agreement for whatever reason (as the case may be) and/or for such additional/longer period as might be required by law and thereafter indefinitely provided, however, that the data has been sufficiently de-identified.

24.2 For purposes of this clause 24 reference to the Seller, the Selling Agent, the Mortgage Originator, and the MHOA shall in each case be deemed to include a reference to its respective associated entities, directors, trustees, representatives, designated employees and service providers.

25 CONSUMER PROTECTION ACT

- 25.1 The Purchaser confirms that he has considered in detail all the clauses of this Agreement in terms whereof he, amongst other things, agreed to limit the liability of the Seller or any other person or has acknowledged any fact. The Parties further acknowledge that none of the terms of this Agreement should be construed as an acknowledgement that the CPA applies to this transaction in circumstances where the CPA would not have been applicable to this transaction.
- 25.2 In so far as section 16 of the CPA applies to the provisions of this Agreement and in so far as this sale has resulted from direct marketing by the Seller or its agents, the Purchaser has the right to cancel this Agreement without reason or penalty by written notice within 5 (five) Business Days after the Signature Date, or within 5 (five) Business Days after the Transfer Date. Should the Purchaser exercise its rights in terms of section 16 of the CPA –
- 25.2.1 The Purchaser shall return the Property, together with vacant occupation, to the Seller within 10 (ten) Business Days of the Signature Date or Transfer Date (whichever is applicable) in the same condition in which it was given to the Purchaser. The return of the property shall be at the Purchaser's risk and expense and shall include all costs of transfer (such as transfer duty or VAT, conveyancing fees and other costs associated with returning ownership of the Property);
- 25.2.2 The Purchaser shall be liable to the Seller for any expenses necessary to restore and repair damages to the Property; and
- 25.2.3 The Seller shall return all payments made by the Purchaser in account of the Purchase Price within 15 (fifteen) Business Days from the date on which the Purchaser return the Property as contemplated herein, provided that the Seller may deduct from the aforesaid payments such amounts as the Seller deems necessary for restoration and repair referred to in clause 25.2.2.
- 25.3 If and to the extent applicable, and for the purposes of the CPA the Purchaser and the signatory on its behalf (where applicable), after due consideration, by his signature of this Agreement acknowledge and agree that –
- 25.3.1 he has entered into this Agreement freely and voluntarily and that no circumstances exist for his alleging either now or at any future time that he was at a disadvantage in agreeing to the terms and conditions contained herein or was in anything other than an equal bargaining position with the Seller agreeing to such terms and conditions as are contained herein;
- 25.3.2 he has done his own investigations whether to enter into this Agreement or not without any undue influence, pressure, duress, harassment or unfair tactics from the Seller;
- 25.3.3 he understands the content, significance and import of this Agreement without undue effort, having regard to –
- 25.3.3.1 the context, comprehensiveness and consistency of the Agreement;
- 25.3.3.2 the organisation, form and style of the Agreement;
- 25.3.3.3 the vocabulary, usage and sentence structure of the Agreement; and
- 25.3.3.4 the use of any illustrations, examples, headings or other aids to reading and understanding.

26 ESCAPE CLAUSE / RIGHT OF FIRST REFUSAL / 72 HOUR NOTICE

- 26.1 Should the Seller, prior to the fulfilment of all suspensive conditions of this agreement, receive another offer in respect of the Property, wherein all suspensive conditions have been met and/ or in his opinion is a better offer, then the Seller must give notice to the Purchaser in writing of such fact.
- 26.2 On receipt of such notice, the Purchaser shall then have 72 HOURS, excluding weekends and public holidays, from such date, to waive or prove fulfilment of any suspensive conditions applicable to this sale, thereby binding himself/herself unconditionally to this agreement, and to formally match the better purchase price, where applicable, in such third party offer, failing which this agreement will lapse and be of no further force and effect.
- 26.3 The Purchaser may request a copy of such offer by the third party, but such request will not have any effect on the effective date of the notice as was received by the Purchaser.
- 26.4 Should the Purchaser fail to comply with the aforementioned within the stated time, the Seller shall be entitled to proceed with the other transaction.

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 this Agreement.
- 27.2 This Agreement together with all annexures hereto constitute the sole and entire Agreement between the Parties and, save as may be expressly set out herein, no prior negotiations, agreements, representations, warranties and/or any other terms and conditions of whatsoever nature not contained or recorded herein, shall be of any force or effect.
- 27.3 No addition to, alteration, consensual cancellation, variation or novation of the terms and conditions of this Agreement shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorized representatives.
- 27.4 No concession or any other indulgence which either Party may grant to the other, whether in respect of time for payment or otherwise, in respect of the terms and conditions of this Agreement, shall be deemed to constitute a waiver and/or estoppel of and shall not affect, prejudice or derogate from the rights of the Party granting such concession and/or indulgence and shall not thereby preclude such Party from exercising any of his rights which may have arisen in the past or which might arise in the future. No waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorized representatives.
- 27.5 The Purchaser warrants that all consents required in terms of the Matrimonial Property Act, No. 88 of 1984, if applicable, have been obtained.
- 27.6 Each and every 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 this 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.

This Agreement may be signed in separate counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. A

counterpart of this Agreement in scanned e-mail form shall be conclusive evidence of the original signature(s) and shall be as effective in law as the counterparts in original form showing the original signatures.

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ANNEXURE A- DEVELOPMENT PLAN INDICATING THE ERF

ANNEXURE B – BUILDING PLANS

ANNEXURE C – FINISHING SCHEDULE

ANNEXURE D – INTERIOR DESIGNER’S LAYOUT DRAWINGS

ANNEXURE E – OPTIONAL EXTRAS

ANNEXURE F - EXTRA WORKS

DESCRIPTION OF EXTRAS:

1. The Seller shall not be obliged to at any time or stage to agree to the additions, omissions, variations or changes of any nature to the Works ("**Extras**") as annexed hereto and signed on behalf of the parties (of applicable). Any such Extras shall be in the Seller's sole discretion and shall be binding on the Parties only if the Seller has confirmed in writing that it will attend to such Extras.
2. Notwithstanding the provisions of clause 1 above, and in the event of the Seller agreeing to the execution of all or specific Extras, then and in such event:
 - ii. the Seller shall procure that the Seller's Contractor shall not proceed with any Extras until such time that this Agreement is no longer subject to suspensive conditions that needs to be fulfilled by the Purchaser;
 - iii. payment for execution of the Extras is to be made by the Purchaser to the Seller in full and in advance and accepted by the Seller, or if the Seller has elected in its sole discretion to proceed with the Extras on the basis that it will recover the costs thereof from the Purchaser thereafter, then the Purchaser shall be obliged to pay the Seller on demand, all costs incurred by the Seller in respect of such Extras. The due date for the payment in respect of the Extras shall be deemed the date on which the work in respect of such Extras commences, and interest shall accrue until date of payment on amounts owing at the Prime Rate. A certificate signed by the Project Manager shall be *prima facie* proof of the date of commencement of the work in respect of the Extras;
 - iv. in the event of the payment for the work in respect of the Extras not being paid and the Seller having selected to proceed with the work in respect of such Extras, the Seller shall be entitled to withhold occupation of the Property until payment of the work for such Extras plus interest thereon is received;
 - v. should the completion of the work in respect of the Extras result in any delays whatsoever, including but not limited to delay in the Practical Completion of the Property, then the Purchaser undertakes to bear all and any loss or damage suffered by the Seller.