



SALE AGREEMENT FOR A SECTIONAL TITLE UNIT

("this Agreement" or "the Agreement")

ERF DESCRIPTION:	ERF 10292 THE ORCHARDS EXTENTION 94 Jensen Street The Orchards
SCHEME NAME :	OLD ORCHARDS ESTATE
UNIT NUMBER :	
UNIT TYPE :	

(the "UNIT")

THIS IS AN AGREEMENT BETWEEN:

NAME (NATURAL OR LEGAL PERSON) : _____

Identity Number / Registration Number :

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Marital status: _____

AND

NAME (NATURAL OR LEGAL PERSON) : _____

Identity Number / Registration Number :

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Marital status: _____

(the "PURCHASER")

AND

PALUMA DEVELOPMENTS PROPRIETARY LIMITED

REGISTRATION NUMBER: 2013/022462/07

Herein represented by Jan Daniel Bredenkamp and/or David Berning Bredenkamp

Duly authorized thereto by resolution

(the "SELLER") and (the "BUILDER")



Snyman de Jager
Attorneys Prokureurs

1. The purchase price (including VAT) is: R
(_____)
2. The deposit is: R
(_____)
3. The loan amount is: R
(_____)
4. Additional Deposit (if applicable) is: R
(_____)
5. Securing Deposit is: R0-00

IN WHICH THEY AGREE AS FOLLOWS:

1. DEFINITIONS

Unless the context clearly indicates otherwise, the following words, names or expressions shall have the following meanings in this document:

- 1.1 **“Act”** means the Alienation of Land Act, 1981 and all requisition there under and all amendments thereto;
- 1.2 **“agent”** means the agent appointed by the SELLER;
Agent details: _____
Contact details of Agent _____
- 1.3 **“occupation date”** is _____, from which date the right to occupy and possess the unit, as contemplated in Clause 7, will vest in the PURCHASER. Every reference in this Agreement to the “occupation date” is a reference to the date on which the PURCHASER becomes entitled to occupy the unit in terms of this Agreement, whether or not the PURCHASER actually takes occupation of the unit on that date;
- 1.4 **”balance of purchase price”** means the amount payable by the PURCHASER to make up for the difference between the purchase price, including extras, if any, less the deposit and the amount for which the bond is approved, if a bond is to be approved;
- 1.5 **“body Corporate”** means the Body Corporate of that building referred to in Section 36(1) of the Sectional Titles Act 95 of 1986;
- 1.6 **“bond originator”** means OOBA or any other registered Bond Originator appointed by the SELLER;
- 1.7 **“BUILDER”** means **Paluma Developments Proprietary Limited**
Registration number 2013/022462/07
- 1.8 **“BUILDER's address”** means **639 Rubenstein Avenue, Moreletapark**

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- 1.9 **“building”** is a reference to the buildings, which are to be erected on the land, materially in accordance with the site plan attached hereto;
- 1.10 **“extras”** refer to additional works completed at the PURCHASER’s request for a predetermined price;
- 1.11 **“guarantee date”** is a date 14 (fourteen) days after the SELLER or the SELLER’s Conveyancer shall have requested the PURCHASER in writing to furnish a guarantee for the purchase price provided that the SELLER’s request for a guarantee to be issued may not be made more than 90 (ninety) days before the date on which the SELLER anticipates that the transfer documents will be capable of being lodged in the Deeds Office. The SELLER is entitled to rely on the advice of its Conveyancer in determining the said anticipated date, the said Conveyancer acting as an expert, whose opinion in this regard shall be final and binding on the parties and not subject to appeal;
- 1.12 **“deposit”** is payable on date of signature, which deposit is non-refundable after the fulfilment of the suspensive condition referred to in Clause 5.2 and acceptance by the SELLER;
- 1.13 **“loan amount”** is the amount stipulated on page 2 of this Agreement;
- 1.14 **“occupational rent”** R _____ payable monthly in advance;
- 1.15 **“participation quota”** means such portion/extent allocated to the unit in accordance with the Sectional Plan regarding the scheme registered in the Deeds Office, or if the above is not registered yet, a percentage expressed to four decimal places, and arrived at by dividing the floor area, correct to the nearest square metre, of the section by the floor area, correct to the nearest square metre, of all the sections in the building or buildings comprised in the scheme;
- 1.16 **“purchase price”** is the amount stipulated on page 2 of this Agreement which amount includes Value Added Tax (“VAT”), plus any extras to the unit as well as escalations to the price which may form part of the final price of the unit;
- 1.17 **“scheme”** is the Sectional Title scheme reflected on page 1 to be erected on the property;
- 1.18 **“section”** means the section envisaged in terms of the Sectional Title’s Act and comprises the unit;
- 1.19 **“Sectional Titles Act”** means The Sectional Titles act 1995 of 1986, as amended;
- 1.20 **“Securing Deposit”** means the deposit of **R0.00** payable by the Purchaser within 24 hours of signing this sale agreement;
- 1.21 **“SELLER”** means **Paluma Developments Proprietary Limited**
Registration number 2013/022462/07
- 1.22 **“SELLER’s address”** means **639 Rubenstein Avenue, Moreletapark**
- 1.23 **“SELLER’s Conveyancers”** shall mean **Snyman de Jager Inc, Centurion 012 6631680 Ref E. Smit/Lynne Eagles** , in respect of the transfer and the bond, or such other attorney as may be nominated by the SELLER;
- 1.24 **“snag list”** refers to a once off list in writing of any material faults or defects in the unit and which shall be provided 7 (seven) days prior to the occupation date as is reflected in Clause 14.8. This list shall be compiled during a site inspection attended to by the SELLER and the PURCHASER;
- 1.25 **“transfer”** means registration of transfer of the unit in the PURCHASER’s name;
- 1.26 **“unit”** is a reference to the unit number recorded at the top of page 1 of this Agreement together with the right and privilege to the exclusive use and occupation, if any, and an undivided share in the common property calculated in terms of the participation quota, according to the Unit layout plan;

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2. RECORDAL

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It is recorded that:

- 2.1 The SELLER has instructed a town planner and a land surveyor to prepare a number of diagrams in respect of the scheme for approval by the Local Authority and by the Surveyor General. The land as shown on the Sectional Plan will be created as a separate registerable entity upon transfer thereof into the PURCHASER's name in terms of this Agreement.
- 2.2 The BUILDER will complete the buildings in accordance with approved building plans and NHBC standards.
- 2.3 The SELLER anticipates that the buildings will have reached practical completion by the anticipated occupation date referred to in Clause 1.3, but does not warrant that date, as the practical completion of the building may be influenced by matters such as strikes, lock-out, inclement weather, the lack of materials or the like and the SELLER reserves the right in its sole discretion to advise the PURCHASER of the amendment of the anticipated occupation date on not less than 30 (thirty) days written notice.

3. PURCHASE AND SALE

- 3.1 This document will be signed by or on behalf of the PURCHASER or its trustee or other representative before it is signed on behalf of the SELLER, and hence this document shall constitute an offer to the SELLER to purchase the unit at the price and subject to the other terms and conditions set out in this document and the PURCHASER or its trustee or other representative hereby agrees that this offer shall be irrevocable and remain open for acceptance by the SELLER for a period of 4 (four) months from the date of signature hereof by or on behalf of the PURCHASER.
- 3.2 As soon as the SELLER shall have signed this document a binding agreement of purchase and sale shall come into being between the SELLER and the PURCHASER in spite of the fact that the SELLER may not have communicated the fact of such signature and/or acceptance to the PURCHASER. No notice to the PURCHASER of the SELLER's acceptance of the offer is required to bring about the agreement.

4. PAYMENT OF PURCHASE PRICE

- 4.1 The purchase price of the unit is the amount stipulated in Clause 1.16.
- 4.2 The purchase price is payable as follows:
 - 4.2.1 The deposit stipulated in Clause 1.12 on signature by the PURCHASER of this Agreement to the SELLER's Conveyancers who will invest it in trust until the date of transfer and upon such transfer will be paid to the SELLER. The deposit will be held in an interest bearing trust account in terms of Section 78(2A) of the Attorneys Act which interest shall accrue to the PURCHASER. Signature of this document by the PURCHASER constitutes the necessary authority to the SELLER's Conveyancers to invest the amount of the deposit with an A1 Financial Institution.
 - 4.2.2 The Purchaser shall pay a security deposit of R0.00 within 24 hours after signing this agreement into the trust account of the Seller's Conveyancers. This amount shall :
 - 4.2.2.1 Should the registration of transfer be finalised be regarded as part of the Purchase Price;
 - 4.2.2.2 Should the loan referred to in clause 5 not be approved, be repaid to the Purchaser, after a handling fee in favour of the SELLER's Conveyancers, of R1 710.00 is deducted;
 - 4.2.2.3 Should the Purchaser obtain a loan in terms of clause 5 of this agreement, and this agreement is cancelled as a result of the Purchaser breach of agreement in terms of clause 14.6 of this agreement, this amount shall be retained by the Seller in terms of clause 14.6.1 of this agreement.
 - 4.2.3 The balance of purchase price, where applicable, is payable to the SELLER or its nominee in cash or should be secured by way of a banker's guarantee, acceptable to the SELLER, within 14 (fourteen) days from the date that a loan has been approved and it appears that the balance of purchase price is required.

If the full purchase price is to be paid in cash, the balance of the purchase price must be paid or secured as aforesaid within 21 (twenty one) days of the PURCHASER's signature of this Agreement.

- 4.2.4 The PURCHASER shall by no later than the guarantee date furnish the SELLER's Conveyancers with a guarantee/s from the financial institution in respect of the approved loan. Such guarantee/s will be expressed to be payable on registration of transfer of the unit into the PURCHASER's name and will be made out in favour of the SELLER or such other party as the SELLER or the Seller's Conveyancers may nominate in writing.
- 4.2.5 Payment for extras is payable within 7 (seven) days of being requested by the Seller's Conveyancers to do so, and such request may be made on commencement of construction.
- 4.3 The SELLER shall comply with Section 26 of the Act in relation to all monies paid to him in terms of this Agreement.

5. LOAN

- 5.1 The PURCHASER is obliged by no later than 3 (Three) days after the date of signature of this Agreement by the PURCHASER to apply in principle for an approval of a loan from a bank or similar financial institution for the loan amount stipulated in Clause 1.13, against security of a first mortgage bond to be registered over the unit, the amount of which loan must be available for payment on transfer.
- 5.2.1 This Agreement is subject to the condition that the loan be finally approved by no later than 21 (TWENTY ONE) days of the PURCHASER's signature of the Agreement or such longer time as the SELLER in its sole discretion may allow and failure to meet such condition shall result in the SELLER being entitled to all remedies due to it and it shall in its sole and absolute discretion be entitled to cancel the Agreement.
- 5.2.2 Notwithstanding the contents of Clause 5.2.1, should the loan be approved for an amount less than the loan amount and the PURCHASER pays or guarantees the balance of the purchase price referred to in Clause 4.2.2, the condition included in Clause 5.2.1 would be deemed to have been fulfilled.
- 5.3 Should the PURCHASER fail to apply for the loan as contemplated in Clause 5.1 within the period of time contemplated in that clause, then apart from any other remedy which the SELLER may have, the SELLER will be entitled to apply for such loan on behalf of the PURCHASER and to sign the necessary application document/s on behalf of the PURCHASER and take all other steps which may be required in this regard.
- 5.4 This conditions precedent shall be deemed to have been fulfilled upon the receipt by the SELLER and/or the PURCHASER and/or the agent of written notification from any bank, building society or other financial institution to the effect that it is prepared to grant the PURCHASER the required loan. The subsequent withdrawal of the loan by the financial institution which approved the loan, would in no way affect the fulfilment of the suspensive condition referred to in Clause 5.2, unless the PURCHASER can prove that the withdrawal was *bona fide* and due to changed financial circumstances.
- 5.5 The PURCHASER hereby irrevocably nominates the SELLER's Conveyancer's to attend to the registration of the Bond and it is therefore a condition that the SELLER's Conveyancer attends to the registration of the Bond.

6. OCCUPATION

- 6.1 Provided the PURCHASER shall have fulfilled such of the provisions of Clauses 4 and 12 as have then fallen due for performance, occupation of the section shall be given to the PURCHASER on the occupation date.
- 6.2 From the occupation date the PURCHASER shall –
- 6.2.1 be entitled to the beneficial occupation of the section and linked exclusive use

areas, if applicable, as if he was the owner of the section and even though the body corporate might not have come into being; and

6.2.2 be entitled to the use and enjoyment of those parts of the common property not subject to rights of exclusive use by the purchasers of other units in the scheme;

6.2.3 with effect from the occupation date until the date of registration of transfer the PURCHASER shall pay occupational rental to the SELLER's Conveyancer, monthly in advance on the 28th (twenty eighth) day of each preceding month; and

6.2.4 should registration of transfer of the unit be effected prior to the end of the month, the PURCHASER will be refunded such pro rata amount paid in advance in respect of occupational rental.

6.3 The PURCHASER shall remain liable for the payment of occupational rental even if the keys of the unit have not been handed to him, provided that the unit is fit for occupation.

7. CONDITIONS OF OCCUPATION

From the occupation date the PURCHASER –

7.1 shall at all times as long as this Agreement remains in force, comply with the provisions of the Act and the Rules of the body corporate save that, if the body corporate has not yet come into existence, such of the provisions as cannot, under the circumstances, be applicable or are implied substituted by the provisions of this Agreement shall not be binding on the PURCHASER;

7.2 shall comply with the binding provisions as if he was the owner of that unit; and

7.3 accepts that the SELLER shall enjoy the same rights and powers as the body corporate and the trustees enjoy in terms of the binding provisions of the Act and the Rules of the body corporate;

7.4 unless the Consumer Protection Act 68 of 2008 explicitly provides otherwise, waives all 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 section, the building or the common property and indemnifies the SELLER against any such claim that may be made against the SELLER by any person inter alia but not limited to 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 section, the building or the property howsoever such loss or damage to property or injury to person may be cause;

7.5 shall not, without the prior written consent of the SELLER, make or cause or allow to be made any improvements to the section or remove or demolish any improvements whatsoever. The PURCHASER shall not, except insofar as his rights are preserved in terms of the Section 28 of the Act, have any claim against the SELLER in respect of any expenditure upon or improvements to the section, whether made with or without the SELLER's consent, and notwithstanding the preservation of such rights, hereby waives his lien (if any) in respect of such improvements. All improvements to the section made by or at the instance of expense of the PURCHASER shall accede to the section and belong to the SELLER.

8. RISK AND POSSESSION

The unit shall be delivered to the PURCHASER on the occupation date. The risk of profit and loss relating to the unit will vest in the PURCHASER as from the date of occupation. However, the SELLER will be liable for all levies payable to the body corporate and any other rates and taxes legally due until date of registration of transfer. Notwithstanding the aforesaid, ownership of the unit shall only pass to the PURCHASER on date of registration of transfer.

9. CONDITION OF THE PROPERTY

The unit is sold, as it stands, subject to all such conditions and servitudes contained or mentioned in the title deeds, all restrictive conditions laid down by the local authority and any conditions laid down by the body corporate in terms of the Sectional Titles Act. The SELLER shall not be liable, from date of this Agreement, for any damages or losses suffered by the PURCHASER or any other person resulting from squatting, invasion, adverse geological or soil

conditions or interference or hinderence cause by the flow of stormwater.

10. POSITION AND EXTENT OF UNIT

The SELLER records that the shape and/or position and/or extent of the unit as indicated on the site plan may change after the date of this Agreement should this be required by the SELLER, the local authority or the surveyor general or due to requirements of the Council for Geoscience, the NHBRC or any other body with authority in regard to the layout of the units in the scheme. The PURCHASER will not be entitled as a result of this clause to cancel this Agreement or to claim a reduction in the purchase price or any damages from the SELLER, but will be obliged to take transfer of the unit in its changed shape and/or with its changed extent and/or in its changed position;

11. PROHIBITION AGAINST ALIENATION PRIOR TO TRANSFER

Before the date of transfer the PURCHASER is not entitled without the SELLER's prior written consent to sell, donate, exchange or in any other manner to alienate or to burden the unit. The SELLER is not entitled to unreasonably withhold its consent to any such alienation or burdening, but should the SELLER consent thereto, the PURCHASER shall remain bound to every provision of this Agreement. Furthermore, the SELLER will be entitled to grant the said consent subject to such reasonable conditions as it in its discretion may deem fit.

12. TRANSFER

12.1 The SELLER's Conveyancers, Snyman de Jager Inc. Centurion (Ref: Eddie Smit 012 6631680) will attend to the registration of transfer of ownership of the unit and the bond in the PURCHASER's name. The Trust account number is: Snyman de Jager Inc, Absa Centurion Account number: 711206981 Branch Code: 632005 Reference: OOE/Unit_____.

12.2 The said registration will be attended to as soon as the full purchase price has been paid or a banker's guarantee has been furnished for the purchase price (or balance thereof) and the transfer costs and all other amounts due by the PURCHASER in terms of this Agreement, have been paid and all documents have been signed.

12.3 The SELLER shall pay to the SELLER's Conveyancers all transfer fees, and all other incidental fees in regard to the transfer of the unit.

12.4 The SELLER shall pay all costs for registration of the bond, but excluding:

12.4.1 all bank charges and dues of whatsoever nature pertaining to the grant of the loan if the loan is granted by ABSA BANK, FIRSTRAND BANK, NEDBANK or STANDARD BANK. If the PURCHASER's Bond is granted by an institution not referred to herein, all Bond costs shall be for the PURCHASER's account;

12.4.2 an estimated provisional sum in respect of provisional levies to the Body Corporate.

12.5 In the event that the financial institution insists on registration of the bond by someone other than the SELLER's Conveyancers, for whatsoever reason, the SELLER shall have the discretion to allow such registration, but against payment by the PURCHASER in such instance of all transfer and bond costs to the SELLER's Conveyancers.

12.6 The PURCHASER shall, within 14 (fourteen) days of being called upon to do so by the SELLER's Conveyancers at any reasonable time (having regard to the date when transfer can and should be given) sign and/or furnish the necessary transfer and bond documents, FICA documentation and any other forms and documents necessary for the application for the bond and the registration of the transfer and the bond;

12.7 The PURCHASER is obliged to make use of the SELLER's nominated bond originator, to obtain finance. If the PURCHASER refuses to make use of the said bond originator, he/she shall be liable, notwithstanding any other provision contained in this Agreement, for payment of his own bond costs. The SELLER may in its sole discretion decide to refund the PURCHASER such amount in respect of bond costs which the SELLER would have paid to the SELLER's Conveyancers, were the bond registered by the SELLER's Conveyancers.

13. AGENTS' COMMISSION

- 13.1 Agent's commission on this sale at the rate agreed shall be earned by the agent upon and subject to registration of transfer.
- 13.2 The PURCHASER hereby warrants that the only agent who introduced him to the unit is the agent; and hereby indemnifies the SELLER against any claim, which may be made by any other agent in respect of the sale of the unit.
- 13.3 Agent's commission shall be payable by the SELLER to the Agent against registration of transfer. The SELLER hereby instructs and authorizes the SELLER's Conveyancer to pay the Agent's commission directly to the Agent on date of registration of the unit into the name of the PURCHASER, which commission will be calculated according to the written mandate that the SELLER has given to the Agent.

14. GENERAL

14.1 Whole agreement

This document contains the whole agreement between the parties and there are no prior or parallel agreements between them.

14.2 Warranties and/or Representations

No warranty has been given or representation made by or on behalf of the SELLER, which induced the PURCHASER to enter into this Agreement. It is specifically agreed that no representation made by any estate agent in respect of the unit or any other aspect of this Agreement will be binding on the SELLER.

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14.3 Writing

No alteration, addition, deletion or consensual cancellation of or to this Agreement (including this clause) nor the waiver of any right will be of any force unless reduced to writing and signed by the SELLER and the PURCHASER.

14.4 Indulgence

No indulgence granted by the SELLER in respect of the performance by the PURCHASER of any obligation undertaken in terms of this Agreement will novate the Agreement or prejudice the SELLER's rights in any manner.

14.5 Domicilia and notices

14.5.1 The parties respectively elect:

14.5.1.1 the street addresses appearing under their names on the first page of this document as their respective domicilia citandi et executandi;

14.5.1.2 the postal addresses, telefax numbers or e-mail addresses appearing under their names on the first page and in the definition clause of this document for purposes of notices and correspondence given in terms of this Agreement.

14.5. Any notice given by prepaid registered mail to the PURCHASER care of his postal address elected above will be deemed to have been received by the PURCHASER and its contents to have come to the PURCHASER's notice on the 10th (tenth) day after the date on which it is posted in the Republic of South Africa or on the date upon which the notice is successfully transmitted to the PURCHASER's chosen telefax number or e-mail address, provided such telefax or e-mail is transmitted between the hours 08h00 and 17h00, Mondays to Fridays (both included), otherwise it would be deemed to have been received on the next business day.

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14.6 Breach

Should the PURCHASER fail to comply punctually with any provision of this Agreement, whether it be a material provision or not, the SELLER will be entitled to notify the PURCHASER in writing of the failure and make demand to the PURCHASER to rectify the failure within 7 (seven) days from the date on which the letter is handed, telefaxed or e-mailed to the PURCHASER or is posted by prepaid registered mail (as the case may be) and should the PURCHASER fail to remedy the breach by the said date, the SELLER will then be entitled without prejudice to any other rights which it may have and without further notice or process:

- 14.6.1 to cancel this Agreement, retake occupation and possession of the section and to claim damages from the PURCHASER and in such event the SELLER will be entitled to retain all amounts already paid by the PURCHASER in terms of this Agreement as pre-estimated, liquidated damages; or alternatively
- 14.6.2 to claim specific performance by the PURCHASER of all its obligations in terms of this Agreement and in addition the SELLER will be entitled to claim damages from the PURCHASER; or alternatively
- 14.6.3 cancel this Agreement, retake occupation and possession of the section and claim such damages as the SELLER may have actually sustained from the PURCHASER and pending the determination of such damages, whether by agreement or by order of Court, to retain on account thereof all amounts paid by the PURCHASER in terms of this Agreement on account of the purchase price.

14.7 Personal liability of signatory

If the PURCHASER is to be a company or close corporation still to be incorporated, the person signing this document on behalf of the company or close corporation to be incorporated, hereby warrants in his personal capacity that the company or close corporation will timeously be properly incorporated or formed and will timeously take the necessary steps to make this Agreement binding on it. Should the said warranty be breached, then without prejudice to the SELLER's other rights, the person signing this document on behalf of the said company or close corporation will be personally obliged to carry out each and every obligation imposed upon the PURCHASER in this document.

14.8 Warranties on Building

14.8.1 The PURCHASER shall be obliged to advise the SELLER and/or the BUILDER in writing on 1 (one) occasion only, at least 7 (SEVEN) day prior to date of occupation, of any material faults or defects in the unit arising from defective materials or workmanship, and the BUILDER undertakes to repair such defects as reasonably require repair. The PURCHASER warrants that at the stage when the snag list is furnished to the SELLER, those are the only material faults or defects to the unit, that the unit is suitable for the PURCHASER's purposes, that the unit is useable and durable and that vacant occupation thereof can be taken by the PURCHASER.

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- 14.8.2 The BUILDER shall within a reasonable time of receiving such advice from the PURCHASER make good such faults or defects.
- 14.8.3 The BUILDER will provide all available warranties and guarantees from suppliers and subcontractors in respect of all equipment and fixtures in the unit, as well as the waterproofing of the unit where applicable and in respect of the scheme, which rights could be exercised by the PURCHASER after registration.
- 14.8.4 The BUILDER hereby warrants the structural work in the scheme and the section for a period of 5 (five) years from date of occupation.

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14.8.5 The BUILDER shall, within a period of 3 (THREE) months following the occupation date, carry out such repairs or make such replacements to the plumbing and electrical installations in the scheme and the common area, as it may deem necessary.

14.8.6 The BUILDER undertakes within a period of 12 (twelve) months from the occupation date to carry out such repairs as may be necessary to eliminate roof leakages.

15. COOLING OFF CLAUSE

In the event of Section 29A on the Alienation of Land Act 68 of 1981 applying to this offer, then notwithstanding any other provision in this offer, the PURCHASER has the right to revoke this offer or terminate it by written notice to be delivered to the SELLER, or its agent within 5 (five) days after signature by the PURCHASER of this document. Such notice will have no effect unless it is signed by the PURCHASER or his agent acting on his written authority.

16. MANAGING AGENT

16.1 The parties undertake to exercise their best endeavours (which shall include but not be limited to the obligation to vote in favour of any requisite resolution) to procure that a managing agent shall be appointed as manager of the body corporate from time to time at such remuneration as may be agreed by the managing agent and the body corporate.

16.2 For so long as the SELLER remains an owner of a unit in the building, the SELLER reserves to itself the right to nominate and/or approve the managing agent.

17. EXCLUSIVE USE AREAS, EXTENSION OF SCHEME AND PHASED DEVELOPMENT

17.1 Notwithstanding anything herein contained and/or contained in the Sectional Titles Act and/or implied by law the SELLER reserves to itself the right, for its benefit and profit, to sell, alienate, dispose of or otherwise deal with all exclusive use areas, except any exclusive use area linked to the section, if applicable.

17.2 The PURCHASER acknowledges that the SELLER shall be entitled to reserve a right to extend the Sectional Title scheme at its discretion as contemplated in Section 25 of the Sectional Titles Act and that no further notice will be given to the PURCHASER in this regard.

17.3 The Purchaser acknowledges that he/she is aware that this is a phased sectional title development and that the Seller withholds the right to extend the scheme by additions of sections and exclusive use areas or by extending the number of units after approval by the Local Authority.

18. SPECIAL PROVISIONS RELATING TO SALES BEFORE THE ESTABLISHMENT OF THE BODY CORPORATE AND/OR THE ADOPTION OF THE RULES

18.1 From the occupation date the PURCHASER shall, until date of registration of the unit into the name of the PURCHASER:-

18.1.1 pay occupational rent as referred to in Clause 1.14 to the SELLER's Conveyancer, monthly in advance on the 28th (twenty eighth) day of each preceding month.

18.1.2 on demand by the SELLER pay 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 buildings, the PURCHASER shall on demand by the SELLER pay the SELLER the cost for water consumed in the section; and

18.1.3 not do any act or omission 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.

18.2 It is recorded that the SELLER intends, until the body corporate comes into existence, but

without any obligations or duty whatsoever to the PURCHASER to insure the buildings against such risk and for such amounts as it may in its sole discretion determine.

- 18.3 Notwithstanding the provisions contained herein, if, before the body corporate comes into existence, the building is damaged or destroyed in such a way that the PURCHASER is (or if the SELLER in its sole discretion determines that the PURCHASER will be) deprived of beneficial occupation of the section for a period in excess of 3 (three) months, either party shall have the right, by notice to the other, cancel this Agreement.
- 18.4 The SELLER shall not be liable for any levies to any unsold units in a phase for a period of 120 days after the transfer of the first unit in that specific phase. The PURCHASER specifically agree and indemnify the SELLER and/or the Body Corporate against any claims in this regard.

19. SPECIAL PROVISIONS RELATING TO SALES IN BUILDINGS UNDER CONSTRUCTION

- 19.1 If the SELLER is unable, for any reason whatsoever, to give beneficial occupation of the section to the PURCHASER on the occupation date, then:
- 19.1.1 the SELLER shall notify the PURCHASER of such fact at least 30 (thirty) days before that date. In such event the PURCHASER shall accept occupation of the section on the date (of which he has been given at least 30 (thirty) days notice by the SELLER) on which the SELLER is able to give beneficial occupation and such subsequent date shall be deemed for all purposes to be the occupation date; and
- 19.1.2 if beneficial occupation is not given within 6 (six) calendar months of the occupation date, the PURCHASER and the SELLER shall each have the right on notice to the other of them to resile from this Agreement. In such event the PURCHASER shall be entitled to receive a refund of all payments made by the PURCHASER in terms hereof; and
- 19.1.3 the PURCHASER shall have no claim of whatsoever nature or howsoever arising against the SELLER for failure for any reason to give occupation to the PURCHASER on the occupation date.
- 19.2 In the event of any dispute as to when or whether beneficial occupation of the section has been given or tendered, a certificate by the SELLER's architect (acting as an expert and not as an arbitrator) certifying that the section is suitable for beneficial occupation shall be final and binding on the parties notwithstanding that the buildings as a whole or the common property may not have been completed or might not be suitable for beneficial occupation at such date. The occupation date shall under no circumstances be deferred or the section considered unsuitable for beneficial occupation by reason of any improvements, additions or alterations to be effected to the section by or at the request of the PURCHASER not having been completed.
- 19.3 The PURCHASER acknowledges that, on the occupation date, the common property and other sections may be incomplete and that occupants may suffer inconvenience from building operation and from noise and dust resulting there from and that the PURCHASER shall have no claim whatsoever against the SELLER by reason of any such inconvenience.
- 19.4 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:
- 19.4.1 the layout and design of the buildings as erected remains substantially the same as reflected in the plan;
- 19.4.2 the location and design of the section remains substantially the same as in the plans; and
- 19.4.3 the area of the section as finally built is within 7,5% (seven comma five per centum) of the area as reflected in the annexed plan as measured to the outside of the walls.
- 19.5 The parties record that the extent of the section that will appear on the Sectional Plans will be smaller than the extent of the section as reflected on the architectural layout plans as the manner of measurement differs. The PURCHASER will have no claim whatsoever against the SELLER as a result thereof.

- 19.6 If, at the date hereof, the section is not yet completed, then the BUILDER hereby undertakes to have the section completed substantially in accordance with the finishes and specifications as separately agreed upon by the SELLER and the PURCHASER recorded in writing;
- 19.7 If there is any dispute between the SELLER, the BUILDER and the PURCHASER as to whether the buildings, any part thereof, the finishes or specifications are substantially the same as set out in the plan or the separate record of the finishes and specifications, then such dispute shall be referred to the SELLER's architect (acting as an expert and not as an arbitrator) whose decision shall be final and binding upon the parties.
- 19.8 The PURCHASER shall not be entitled to withhold any payment of rates and taxes, levies, occupational rent, bond repayments or any other payments due to any defects of any nature whatsoever, whether the SELLER or the BUILDER agrees to rectify such defects in terms of this Agreement or not.

20. **SURETY**

The surety as described below undertakes and binds himself as surety and co-principal debtor with the PURCHASER for the due fulfillment of the PURCHASER's obligations in terms of this Agreement and the surety further undertakes to sign surety in favour of a bank or financial institution for the due fulfillment of the obligations of the PURCHASER towards the bank or financial institution in respect of the bond as described in this Agreement.

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21. **NO IMPROVEMENTS**

The PURCHASER shall not, without the prior written consent of the SELLER and or the Body Corporate, whichever is applicable, for a period of 1 (ONE) year after date of registration or while any building work by the BUILDER is still done in either The Orchards extension 93 and The Orchards 94 Township, make or cause or allow to be made any improvements to the section or remove or demolish any improvements whatsoever.

22. **ACKNOWLEDGEMENTS**

The Purchaser acknowledges that:

- he/she had ample opportunity to examine and inspect plans and other information regarding the unit.
- he/she regards the purchase price as fair and reasonable
- the seller and/or agent did not use undue influence or tactics in marketing the unit and in inducing him to sign this document.
- he purchases the property in its present condition with the implicit warranty by the seller described in clause 6 hereof.
- he was not introduced to the property by means of DIRECT MARKETING
- should the description of the unit as contained herein differ from that as contained in the title deeds it will not constitute a ground for cancellation of this sale and the Purchaser is obliged to sign all documents in order to rectify it;
- the unit is situated in a sectional title development which is being constructed and transfer can only be effected once the Sectional Plans have been approved;
- other than as stipulated in this Agreement and annexures, the SELLER and or Estate Agent has made no representations and/or given any warranties in respect of the UNIT which is to be erected on the property.
- due to the availability of material the PURCHASER will not be entitled to demand that the material, additions and finishes in the UNIT be the same in all respects as that as displayed in the show unit. The quality and craftsmanship will however be the same.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____

AS WITNESS:

1. _____

Full Names and Surname of Witness

PURCHASER/S

ID Number of Witness

SURETY (IF APPLICABLE)
NAME: _____
I.D.: _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____

AS WITNESS:

1. _____

Full Names & Surname of Witness

obo SELLER, being duly authorised

ID Number of Witness

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____

AS WITNESS:

1. _____

Full Names & Surname of Witness

obo BUILDER, being duly authorised

ID Number of Witness

INITIAL HERE