

BERGKRIEK

OFFER TO PURCHASE

Which constitutes a **DEED OF SALE** when accepted

I/We, the undersigned,

(TO BE COMPLETED BY COMPANY / CLOSE CORPORATION / TRUST:* *delete if not applicable*)

Name of legal entity			
Registration Number			
Registered address (Being its chosen <i>domicilium</i>)			
Postal address			
Contact details for legal entity	BUSINESS	E-MAIL	CELL PHONE
Income tax number			
VAT number			

(TO BE COMPLETED BY INDIVIDUAL PURCHASER/S AND REPRESENTATIVE OF LEGAL ENTITY)

Surname							
Full names							
Identity number							
Residential address (Being the chosen <i>domicilium</i>)							
Postal address							
Contact details	Tel						
Income tax number							
<input type="checkbox"/> Married by ANC (out of community) <input type="checkbox"/> Married in community of Property <input type="checkbox"/> Married in terms of common law <input type="checkbox"/> Married according to <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>Islamic</td> <td>Hindu</td> <td>rites</td> </tr> </table>	Islamic	Hindu	rites	<input type="checkbox"/> Unmarried <input type="checkbox"/> Marriage governed by foreign law <input type="checkbox"/> Divorced <input type="checkbox"/> Widow/er <table border="1" style="display: inline-table; vertical-align: middle; margin-left: 20px;"> <tr> <td></td> </tr> </table>			
Islamic	Hindu	rites					

(TO BE COMPLETED BY SECOND PURCHASER OR SPOUSE IF MARRIED IN COMMUNITY OF PROPERTY OR BY FOREIGN LAW)

Surname			
Full names			
Identity number			
Residential address (Being the chosen <i>domicilium</i>)			
Postal address			
Contact details	Tel	email	cell
Income tax number			

(hereinafter referred to as “the Purchaser”)

hereby offer to purchase from

BERGKRIEK PROPERTIES CC
Registration Number CK2007/178406/23
of 50 Sixth Street, Linden, 2195 (*domicilium citandi et executandi*)
P.O. Box 44251, Linden, 2104
(hereinafter referred to as “the Seller”)
(hereinafter collectively referred to as “the Parties”)

the vacant property described as:

ERF NUMBER		PORTION	NA
MEASURING Approximately			Square metres
TOWNSHIP	Olievenpoort Extension 13		

(hereinafter referred to as “the Property”)

on the following terms and conditions:

1 ACCEPTANCE

This Offer shall give rise to a final and binding sale upon acceptance hereof by the Seller on or before

18h00	on	2015
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Acceptance of this Offer by the Seller shall be effected by the Seller signing one copy of this agreement and handing such copy to the Purchaser or his authorised representative.

2 PURCHASE CONSIDERATION

2.1 The Purchase Consideration for the Property is the amount of

R	Thousand Rand Only
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(inclusive of Value Added Taxation at the rate of 14% (fourteen percent)).

2.2 The Purchase Consideration for the Property referred to in **Clause 2.1** above shall be payable by the Purchaser to the Seller as follows:

2.2.1 An initial deposit of **R15 000.00 (Fifteen Thousand Rand only)** free of exchange on signature of this Offer to Purchase by the Seller, which sum shall be paid to the Conveyancers who shall invest that sum with a registered bank or financial institution in terms of Section 78(2A) of the Attorneys Act in a special savings account, on call, on the Purchaser's behalf pending registration of transfer of the Property, when the said sum shall be paid to the Seller's order. The said account will be in the name of the Conveyancers with a reference to the abovementioned section of the Attorneys Act, but will be identified with the Purchaser's name. Any interest earned on such account shall be for the benefit of the Purchaser. It is hereby recorded that the Conveyancers shall charge the Purchaser an administration fee on the investment made, being an amount equal to 10% (ten percent) of the interest earned, limited to a maximum of R350.00 (excluding VAT);

2.2.2 A further deposit of **R** (**Rand only**) free of exchange on signature of this Offer to Purchase by the Seller, which sum shall be paid to the Conveyancers who are, as a consequence of the signature of this Offer to Purchase by the Purchaser, **and unless specifically directed in writing to the contrary by the Purchaser**, hereby authorised to invest that sum with a registered bank or financial institution in terms of **Section 78(2A)** of the Attorneys Act in a special savings account, on call, on the Purchaser's behalf pending registration of transfer of the Property, when the said sum shall be paid to the Seller's order. The said account will be in the name of the Conveyancers with a reference to the abovementioned section of the Attorneys Act, but will be identified with the Purchaser's name.

Any interest earned on such account shall be for the benefit of the Purchaser. Should the Purchaser fail to pay this further deposit within the stipulated time period, this offer to Purchase shall lapse *ipso facto*, in which event the Seller will be entitled to retain the initial deposit referred to in **Clause 2.1** above as *rouwkoop*;

- 2.2.3 The balance of the Purchase Consideration for the said Property shall be payable on date of registration of transfer of the Property into the name of the Purchaser, to be secured by an unconditional registered bank or financial institution guarantee acceptable to the Seller and drawn in favour of the Seller or his nominee and expressed to be payable to the Seller free of exchange against registration of transfer. Such guarantees shall be furnished to the Conveyancers within **45 (forty five) days** of date of signature of this Agreement by the last party signing, or such extended period as may be agreed by the Parties in writing, or if no loan is required, within **21(Twenty One) days** of date of signature of this Agreement by the last party signing, or such extended period as may be agreed by the Parties in writing;
- 2.2.4 The Contract Sum as defined in **Clause 1.3 of Annexure A** attached hereto, as set out in **Schedule 1 of Annexure A**, shall be payable hereto;
- 2.3 Should payment of the Total Purchase Consideration as set out in **Schedule 1 to Annexure A** attached hereto, or part thereof, be funded by way of a mortgage bond, such mortgage bond shall be registered simultaneously with transfer of the Property into the name of the Purchaser;
- 2.4 Should the Purchaser not require a mortgage bond for payment of the Total Purchase Consideration referred to in **Clause 2.3** above, payment for the Property as well as payment of the Contract Sum, both referred to in **Clause 2.2** above, shall be:
- 2.4.1 secured by individual unconditional bank or financial institution guarantees acceptable to the Seller and drawn as requested and in favour of the Seller or his nominee and expressed payable to the Seller or his nominee free of exchange, the guarantee for payment of the Purchase Consideration for the Property being due for payment on date of registration of the transfer in the Deeds Office, and the balance of the guarantees being made payable in accordance with the provisions of **Clause 10 of Annexure A** attached hereto. The said guarantees shall be furnished by the Purchaser on demand to the Conveyancers, at the expense of the Purchaser; or
- 2.4.2 deposited into the Conveyancer's Trust Account, provided that the Purchase Consideration for the Property referred to in **Clause 2.1** above is received into the Conveyancer's Trust Account by no later than the guarantee due date as set out in **Clause 2.2.2** above, and payment of the Contract Sum is received into the Conveyancer's Trust Account prior to date of lodgement of the transaction in the Deeds Office. The Conveyancers shall make payments against the Contract Sum held in their Trust Account to the Contractor in terms of the provisions of **Clause 10 of Annexure A** hereto.
- Any monies received in terms of **Clause 2.4.2** shall be invested by the Conveyancers in terms of Section 78(2A) of the Attorneys Act in a special savings account, on call, on the Purchaser's behalf pending registration of transfer of the Property, when the said sum shall be paid to the Seller's order. The said account will be in the name of the Conveyancers with a reference to the abovementioned section of the Attorneys Act, but will be identified with the Purchaser's name. Any interest earned on such account shall be for the benefit of the Purchaser. It is hereby recorded that the Conveyancers shall charge the Purchaser an administration fee on the investment made on the basis set out in **Clause 2.2.1** above, as well as an administration fee on the payment of each progress payment to the Contractor (in terms of **Clause 10 of Annexure A** attached hereto) in the amount of R350.00 (excluding VAT);
- 2.5 Failure to deliver the said guarantees timeously shall be deemed a material breach of the terms of this agreement;
- 2.6 In the event of any monies due and payable by the Parties hereto in terms of this agreement being made directly into the Conveyancer's Trust Account by way of cash or forex transfer, the bank charges levied against such deposit by the receiving bank shall be for the account of the relevant party;
- 2.7 It is recorded that in terms of the regulations governing the Financial Intelligence Centre Act 38 of 2001, the Conveyancers are an Accountable Institution;
- 2.8 The Parties warrant that the Total Purchase Consideration reflected herein is the true consideration for this transaction, and that no other consideration is involved between the Parties, directly or indirectly.

3 SUSPENSIVE CONDITIONS

- 3.1 This Offer to Purchase is subject to the suspensive condition that the Purchaser enters into and concludes a building contract (**attached hereto as Annexure A**) with Bergkriek Ontwikkelaars CC for the construction of a dwelling on the Property for the value quantified and referred to in the Annexures and Schedules attached hereto, within **14 (fourteen) days** of date of signature of this Offer to Purchase by the last party signing. The value of the building contract shall also be secured by unconditional registered bank or financial institution guarantee acceptable to the

Seller and drawn in their favour and expressed to be payable to them free of exchange in accordance with the provisions of **Annexure A** as construction of the dwelling proceeds. Such guarantee shall, in addition to the guarantee referred to in **Clause 2.2.2** above, also be furnished to the Conveyancers within **45 (forty five) days** of date of signature of this Agreement by the last party signing, or such extended period as the Parties may agree to in writing, or if no loan is required, within **21 (twenty one) days** of date of signature of this Agreement by the last party signing, or such extended period as may be agreed by the Parties in writing;

3.2 This Agreement is subject also to the suspensive condition that a mortgage loan for an amount of

or such lesser amount as may be acceptable to the Purchaser, secured by a first Mortgage Bond to be registered over the Property, is granted to the Purchaser or the Seller on his behalf on the normal terms and conditions imposed by any Registered Commercial Bank within a period of **30 (thirty) days** from the date of signature of this Agreement by the last party signing, or such extended period as the Parties may agree in writing;

- 3.3 Pending fulfilment of **Clause 3.2** above, the Seller may continue to market the Property. Should the Seller, prior to fulfilment of the condition, receive a further *bona fide* offer to purchase the Property, the Seller shall be obliged to give written notice of the said offer to the Purchaser who shall be given the opportunity for **24 (twenty four) hours** to waive in writing all of the provisions of **Clause 3.2**. Should the Purchaser not avail himself of the opportunity as aforesaid, the Seller may accept the further offer, in which case this Offer to Purchase between the Seller and the Purchaser shall immediately lapse and be of no further force or effect;
- 3.4 In the event that the building contract referred to in **Clause 3.1** is not entered into and concluded, or the Mortgage Bond referred to in **Clause 3.2** above is not granted to the Purchaser, within the periods stipulated in those clauses, or alternatively within such extended time periods as may be mutually agreed by the Parties in writing, then and in such event, this Agreement shall lapse and shall be of no force or effect whatsoever, and the Seller shall be obliged to refund to the Purchaser, together with any interest which may have accrued to the Purchaser, all monies paid by the Purchaser hereunder in reduction of the Purchase Consideration, less the administration fee on the investment made charged by the Conveyancers, as set out in **Clause 2.2.1** above;
- 3.5 The Purchaser unconditionally and irrevocably agrees to give full co-operation for the purpose of obtaining the mortgage bond, and hereby binds himself to the exercise of utmost good faith in pursuing all reasonable sources of the mortgage finance contemplated in this agreement;
- 3.6 The Purchaser hereby consents to Financial Institutions carrying out identity, fraud prevention and credit checks, as well as the sharing of information relating to his application through the South African Fraud Protection Services;
- 3.7 The Purchaser warrants that he is fully aware of the requirements of the Financial Institutions with reference to the proportion of bond instalments to income earned, and confirms that the income earned meets the requirements of the Financial Institutions, and that there are no judgements recorded against him;
- 3.8 The Purchaser hereby acknowledges that a mortgage bond shall be deemed to be granted (and the suspensive condition deemed to having been fulfilled) when a Financial Institution issues an official quotation, pre-agreement statement or similar document of whatsoever nature indicating that the Purchaser has qualified for the mortgage bond. If the mortgage bond is not approved through any fault of the Purchaser, the sale shall lapse and shall be of no force and effect;
- 3.9 With regards to the obtaining of a mortgage bond, it shall be considered a material breach of this agreement (and **Clause 3.2** will be regarded as being fictionally fulfilled) if, after demand by the Seller, or the Conveyancers, the Purchaser fails or refuses to:-
- 3.9.1 sign any application for a mortgage bond; or
 - 3.9.2 sign any documents necessary to procure the granting of such a mortgage bond; or
 - 3.9.3 furnish relevant information to procure the granting of such a mortgage bond; or
 - 3.9.4 sign the mortgage bond documentation upon demand by the Conveyancers; or
 - 3.9.5 pay the costs incidental to registration of such a mortgage bond timeously.
- 3.10 The suspensive condition referred to in **Clause 3.1** is inserted for the benefit of the Seller, who is entitled to waive fulfilment of any of the conditions by written notice to the Purchaser;

- 3.11 The suspensive condition referred to in **Clause 3.2** is inserted for the benefit of the Purchaser, who is entitled to waive fulfilment of any of the conditions by written notice to the Seller;

4 COSTS OF REGISTRATION OF TRANSFER AND MORTGAGE BOND

- 4.1 The **Seller** shall pay all transfer costs incurred in connection with the registration of transfer of the Property.
- 4.2 The **Purchaser** shall pay all bond registration costs incurred in connection with the registration of a mortgage bond referred to in **Clause 3.2** (if applicable), which amounts shall be paid within 7 (seven) days from being requested to do so by the Conveyancers. It is hereby recorded that as the Total Purchase Consideration referred to in **Clause 2.3** above includes Value Added Taxation at the rate of 14% (fourteen percent), no transfer duty is payable on this transaction by the Purchaser.

5 REGISTRATION OF TRANSFER AND MORTGAGE BOND

- 5.1 Transfer of the Property shall be effected by the Seller's Conveyancers (**De Wet Reitz Attorneys {Karlien van Heerden} of 30 Mayo Road, Blackheath, Johannesburg (Telephone (011) 023 0815}**), and shall be given and taken upon the Purchaser having complied with their obligations in terms of e hereof;
- 5.2 The Purchaser agrees to the appointment of the nominated Conveyancers (**De Wet Reitz Attorneys of 30 Mayo Road, Blackheath, Johannesburg**), to attend to the registration of the mortgage bond if the bond granted to the Purchaser is granted by ABSA Bank, Standard Bank, Nedbank or First National Bank;
- 5.3 The Purchaser agrees that any delays in registration of transfer of ownership of the Property shall not give rise to any rights by the Purchaser to cancel this Agreement or claim damages, and the sale shall continue to be of full force and effect notwithstanding any such delay;
- 5.4 The Purchaser and Seller undertake to sign all documents required to effect transfer of the Property into the name of the Purchaser within 7 (seven) days from being requested to do so by the Conveyancers;
- 5.5 Failure to sign the requested documents and/or to pay the required transfer or bond registration costs referred to in **Clause 4** above timeously shall be deemed to be a material breach for the purposes of **Clause 11** of this agreement.

6 POSSESSION AND LIABILITY OF THE PURCHASER FOR COSTS

Possession of the Property shall be given to the Purchaser on registration of transfer of ownership of the Property, from which date the Property shall be at the sole risk, profit or loss of the Purchaser and from which date the Purchaser shall be liable for payment of all Municipal Rates and Taxes, Insurance Premiums, Homeowners' Association levies and any other charges in respect of the Property. The Purchaser shall refund to the Seller any such monies that may have been paid in advance by the Seller beyond such date.

7 OCCUPATION

- 7.1 Vacant occupation of the Property shall be given to the Purchaser on completion of the dwelling referred to in **Clause 3.1** above in accordance with the approved plans, by which date the Seller or any other person occupying the Property by, through and/or under him shall be obliged to vacate the Property, and from which date the Purchaser shall be liable for the payment of water, effluent and electrical services supplied to the Property by the Council;
- 7.2 If occupation of the Property is given to the Purchaser before date of completion of the dwelling or registration of transfer of the Property into the name of the Purchaser:
- 7.2.1 The Purchaser shall not be entitled to make any alterations to the Property without the prior written consent of the Seller, which consent shall be at the Seller's absolute discretion;
- 7.2.2 The Purchaser shall be obliged to vacate the Property upon cancellation of this Agreement for whatever reason, no tenancy being created by any such prior occupation.
- 7.3 If, for any reason whatsoever, the Seller is unable to give the Purchaser occupation of the Property on the occupation date, the Purchaser shall not have any claim against the Seller as a result thereof;
- 7.4 Should the Seller fail to give the Purchaser occupation of the Property within 18 (eighteen) months of date of conclusion of the agreement, the Purchaser may cancel this agreement by giving written notice thereof to the Seller. In this event, the Purchaser may claim a refund of the deposit, together with any money paid in reduction of the Total Purchase Consideration, and any interest which has accrued thereon.



8 DEVELOPMENT CONFIGURATION

The Seller reserves the right to change the development configuration and layout of the development from that shown in the Site Development Plan attached hereto as **Annexure B**, and any such changes shall not give rise to any claims by the Purchaser against the Seller for cancellation or otherwise, provided that the Property is not materially affected by any such changes.

9 VOETSTOOTS

The Property is sold as described in the Site Development Plan attached hereto as **Annexure B**, subject to all conditions, restrictions and servitudes (if any) attaching thereto or mentioned or referred to in the said Site Development Plan, or the original title deeds. The Seller shall not be liable for any deficiency in extent that may be revealed on any re-survey, nor shall the Seller benefit from any surplus or excess in extent. The Purchaser declares himself to be fully acquainted with all relevant particulars pertaining to the Property as shown on the Site Development Plan, as well as the situation and approximate extent thereof.

10 WARRANTIES

The Property is sold “voetstoets” and as it stands, the Seller giving no warranty with regard to the Property or the rights attaching thereto. The Seller shall not be required to indicate to the Purchaser the position of the beacons or pegs upon the Property and/or boundaries thereof, nor shall the Seller be liable for the cost of locating same.

11 BREACH

11.1 Should the Purchaser fail to pay, or guarantee any portion of the Total Purchase Consideration referred to in **Clause 2.3** above, or fail to comply with any other obligation imposed upon him in terms of this Agreement, and remain in default for a period of **7 (seven) days** after the date of delivery of written notice or electronic mail requiring the Purchaser to make such payment, deliver such guarantee or carry out the obligation in question, the Seller shall be entitled (in addition to and without prejudice to any other rights available to the Seller at law):

11.1.1 To cancel the sale and recover such damages as the Seller may be able to prove that the Seller has sustained, in which event the Seller shall be entitled to retain all amounts paid by the Purchaser until the actual amount of damages has been determined by a Court, and thereupon to set off such determined damages against the amounts retained;

11.1.2 To enforce performance of the terms hereof including, without derogating from the generality hereof, payment of the full balance of the Total Purchase Consideration and all other amounts payable in terms of this Agreement;

11.2 Should the Seller fail to comply with any obligation imposed upon him in terms of this Agreement, and remain in default for a period of **7 (seven) days** after the date of delivery of written notice or electronic mail requiring the Seller to carry out the obligation in question, the Purchaser shall be entitled (in addition to and without prejudice to any other rights available to the Purchaser at law):

11.2.1 To cancel the sale and recover such damages as the Purchaser may be able to prove that the Purchaser has sustained, in which event the Purchaser shall be entitled to reclaim all amounts paid to the Seller pending determination of the actual amount of damages by a competent Court;

11.2.2 To enforce performance by the Seller of all his obligations in terms of this Agreement irrespective of whether the due date for the performance of such obligations has arrived or not.

12 AGENT'S COMMISSION

It is hereby acknowledged by the Seller and the Purchaser that the Purchaser was introduced to the Seller by **Harcourts** (the nominated Agent of the Seller), and that **Harcourts** is consequently entitled to the commission payable by the Seller on the Total Purchase Consideration, the details and basis of determination of which are stipulated in the mandate granted by the Seller to **Harcourts**. The Parties hereby irrevocably authorise and instruct the nominated Conveyancers to pay, upon registration, the commission and any VAT thereon to **Harcourts** from any deposit and/or other amount(s) payable by the Purchaser, such payment to rank as a first charge and call against any monies due, owing and payable by the Purchaser to the Seller or its nominee(s).

13 VARIATION

This Offer to Purchase (and subsequent to signature by both Parties, Deed of Sale) constitutes the entire agreement between the Parties and no modification, variation or alteration hereto shall be valid unless in writing and signed by the Parties to this Agreement or their duly authorised representatives.

14 INDULGENCES

Notwithstanding any express or implied provisions in this Offer to Purchase (and subsequent to signature by both Parties, Deed of Sale) to the contrary, any latitude or extension of time which may be allowed by the Seller in respect of any matter or obligation that the Purchaser is bound to perform or observe in terms of this Agreement, shall not under any circumstances be deemed to be a waiver of the Seller's rights at any time, and the Seller may at any time, and without notice, require strict and punctual compliance with each and every term of this Agreement.

15 DOMICILIA CITANDI ET EXECUTANDI

15.1 It is agreed by the Parties to this Agreement that they each select their respective addresses hereinbefore set out as their respective domicilia citandi et executandi, which shall be the addresses to which all notices or other documents may be sent and all processes may be served;

15.2 A party may change its domicilium citandi et executandi to any address in the Republic of South Africa by giving written notice of such change to the other party.

16 DISPUTE RESOLUTION

16.1 Should any dispute, disagreement or claim (hereinafter referred to as the dispute) arise between the Parties insofar as the provisions of this agreement and Annexure A hereto are concerned, the Parties shall attempt to resolve the dispute by negotiation at a meeting between the Parties;

16.2 If the dispute cannot be resolved by negotiation between the Parties as aforesaid, the aggrieved party will be entitled to resort to legal action subject to the provisions of Clause 19 below.

17 HOMEOWNERS' ASSOCIATION

17.1 The Purchaser acknowledges that he is aware that it is a condition of this Offer to Purchase that he becomes a member of a Non Profit Company (NPC) to be established as a Homeowners' Association for the township (referred to hereinafter "the Association"), and that the rules of such Association are deemed to be incorporated in this Offer to Purchase, and subsequent to acceptance, Deed of Sale. It is recorded that the Association is established for the purposes of ensuring effective security measures in the development, including the maintenance of the security walls and common Property, maintenance of the aesthetic appearance of the land and buildings, and any other form of maintenance or contract related to the common property that is deemed necessary;

17.2 The following provisions are to be inserted in, and registered against, the title deed to the Property in this form or in such form as may be determined by the Registrar of Deeds, and are imposed as conditions in favour of the Association:

17.2.1 The owner of the Property, or of any subdivision thereof, or of any interest therein shall not be entitled to transfer the Property, or any subdivision thereof, or any interest therein, without the prior written consent of the Association, which consent shall not be withheld if all monies owing to the Association by the owner to date of transfer have been paid;

17.2.2 Every owner of the Property, or of any subdivision thereof, or of any interest therein, shall automatically become and shall remain a member of the Association and be subject to the terms of its constitution until he ceases to be an owner as aforesaid. Neither the Property nor any subdivision thereof, nor any interest therein, shall be transferred to any person who has not bound himself to the satisfaction of such Association to become a member of the Association;

17.2.3 Any building plans in respect of any improvements to be erected on the Property, as well as the motivation for any improvements, shall be subject to the prior written approval of the Association;

17.2.4 Any building plans in respect of any improvements to be erected on the Property as well as the motivation for any improvements prior to formation of the Association referred to in this **Clause 17** shall be subject

Commented [PdW1]: Voeg dit by dan skrap ons klousule 14 in Bylae A

Commented [PdW2]: Voorgestelde wysiging

to the prior written approval of the Seller, who shall, if required to do so, furnish the Association on formation with details of all consents granted and withheld;

- 17.2.5 The owner of the Property shall not alter the access to the Property without the prior written consent of the Association.

18 CAPACITY AND LIABILITY OF THE PURCHASER

- 18.1 Should a party sign in a representative capacity, such party warrants by their signature that they have been duly authorised so to sign;
- 18.2 Should more than one person be the Purchaser, the sale shall be to them jointly but their liability for the Total Purchase Consideration shall be joint and several;
- 18.3 Should the Purchaser be a shareholder, director or member of a company or close corporation to be registered, the following conditions shall apply:
- 18.3.1 The signatory shall by his signature hereto be deemed to have bound himself as surety and co-principal debtor, under renunciation of the benefit of excussion as a defence, for due compliance by the Purchaser with all its obligations hereunder;
- 18.3.2 Should the proposed company or close corporation not be registered or if registered, the provisions of the Companies Act, or the Close Corporation Act regarding such purchases not have been complied with, or should the company or close corporation on registration not have ratified this Offer to Purchase within **30 (thirty) days** of signature of this Agreement by the last party signing, the signatory on behalf of the proposed Purchaser shall himself be deemed to be the Purchaser.

19 JURISDICTION

For the purpose of all and any proceedings herein, the Parties hereby consent to the jurisdiction of the Magistrate's Court Act of 1944 as amended, and notwithstanding that such proceedings are otherwise beyond this jurisdiction, this **Clause** shall be deemed to be the required consent conferring jurisdiction upon the said Court pursuant to Section 45 of the Magistrate's Court Act. Notwithstanding anything contained herein, neither of the Parties to this Agreement shall be precluded from instituting action in the High Court of South Africa, should this be deemed appropriate.

20 INTERPRETATION

- 20.1 In this Agreement, unless inconsistent with the context, words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing natural persons shall include bodies corporate;
- 20.2 In this Agreement, the headings above the Clauses are provided for convenience of reference only and shall not be taken into account in the interpretation of any of its provisions.

21 CESSION

Until completion of the construction of the dwelling and unconditional receipt of all amounts due and referred to in **Annexure A** to this Agreement, the Purchaser shall not be entitled to cede, assign or make over any of their rights in terms of this Agreement, or obligations under this Agreement, nor to sell the Property, nor to sell their right to claim transfer of the Property.

22 SPECIAL CONDITIONS

22.1 OCCUPATIONAL RENTAL

If the date of occupation is prior to, or does not coincide, with the date of registration of transfer of ownership of the Property into the name of the Purchaser, the Purchaser shall in consideration therefor and for the period of such occupation, pay to the Seller occupational rental of **0,75% (Zero comma Seven Five percent)** of the Total Purchase Consideration referred to in **Clause 2.3** above, or a pro rata share thereof for any portion of a month, monthly in advance.

Such occupation will not be given to the Purchaser unless the Purchaser has:

- 22.1.1 delivered guarantees for payment of the Total Purchase Consideration to the Conveyancers; and
- 22.1.2 duly signed all transfer and bond registration (if applicable) documents with the Conveyancers to the satisfaction of the Conveyancers; and
- 22.1.3 duly paid all registration costs to the satisfaction of the Conveyancers;
- 22.1.4 conducted the inspection of the dwelling as referred to in **Clause 24** below.

22.2 INTEREST PAYABLE ON OVERDUE AMOUNTS

In the event that amounts due by the Purchaser to the Seller in settlement of the Total Purchase Consideration referred to in **Clause 2.3** above and/or the transfer and bond registration costs are not paid to the Seller or the Seller's Conveyancers on demand, the Purchaser shall be liable to the Seller for interest on the unpaid amount(s), which interest shall be calculated and charged at the rate of **2% (two percent)** above the prime lending rate charged by ABSA Bank from time to time, calculated from due date of payment to actual date of payment, both dates inclusive.

23 CONSUMER PROTECTION ACT

- 23.1 The Seller hereby declares that it is acting in its ordinary course of business and that the Consumer Protection Act 68 of 2008 (hereinafter referred to as "the CPA") applies to the transaction. All conditions in this agreement that relate to the CPA will remain in force as long as these conditions are enforceable in terms of the CPA. Should the CPA be amended, or any of these conditions be repealed by the legislature during the currency of this Deed of Sale, these conditions will be regarded as amended or repealed accordingly;
- 23.2 The Seller does not furnish any explicit or tacit guarantees in regard to the Property. The Purchaser acknowledges that he was not persuaded into entering this agreement by any representations made to him by the Seller or any representative of the Seller, other than what is contained in this agreement;
- 23.3 The Seller shall be required to provide a detailed list of any defects in, or damages to, the dwelling, which the Purchaser shall be required to inspect and agree by conducting an inspection of the dwelling and signing such defects list prior to taking occupation of the dwelling;
- 23.4 The Seller shall give the Purchaser 7 (seven) days written notice of the date on which the mutual inspection of the dwelling is to take place;
- 23.5 Should the Purchaser fail to attend the inspection, or fail to arrange another suitable date prior to the suggested inspection date referred to in **Clause 23.4** above, the dwelling will be considered free from defects and in good condition, fair wear and tear excepted, other than those disclosed by the Seller. Should the Property not be registered in the name of the Purchaser prior to the inspection date, the Seller may nevertheless elect to delay transfer until such time as the Purchaser has inspected the dwelling;
- 23.6 The Purchaser acknowledges that he is aware that in addition to the patent (visible) defects in the dwelling, there may be latent (not visible) defects in the dwelling;
- 23.7 In the event that the CPA does not apply to this transaction, it is hereby recorded that **Clause 23.2 to 23.6** shall not apply and that the property is sold *voetstoots* (as it stands) to the Purchaser, and that the Purchaser shall have no claims of any nature against the Seller for any defects in the property;
- 23.8 The Purchaser warrants that he has complied with his tax obligations to the South African Revenue Services and that he will continue to comply with such obligations until transfer of the Property to the Purchaser;
- 23.9 It is recorded that the Seller or its Agents may have used models and brochures and other advertising material in marketing and presenting the proposed development to the Purchaser and the public at large. It is recorded that the show house, furniture, finishes and fittings shown in the advertising material are for advertisement purposes only, and the Purchaser acknowledges that the finishes and fittings to his dwelling will comply with the finishing schedule he has chosen, at least the standard displayed in the show house.

24 PURCHASER'S COOLING-OFF RIGHT

- 24.1 The Purchaser records that he was first introduced to the Property through:- *(tick applicable block)*

INDIRECT MARKETING (Clause 24.2 to 24.4 is not applicable to this agreement)	
	Newspaper advertisement
	Recommendation by a person other than the Seller or its Agent
X	Purchaser first approached Seller or its Agent
	Purchaser enquired on Seller's website
DIRECT MARKETING (Clause 24.2 to 24.4 is applicable to this agreement)	
	Seller or its Agent first approached the Purchaser via ordinary mail, e-mail, sms or in person
OTHER (kindly state type of marketing)	

- 24.2 In the event that this agreement is subject to the CPA by virtue of the fact that the agreement was concluded as a result of direct marketing (as defined in the CPA) to the Purchaser by the Seller or his agent, the Purchaser may exercise his cooling-off right and cancel this agreement within **5 (five) business days** after signature by the last party signing;
- 24.3 If the Purchaser wishes to exercise his cooling-off right, he must give written notice thereof to the Seller or its Agent in the **5 (five) day period** provided for in **Clause 24.2**;
- 24.4 Should the Purchaser decide to exercise his cooling-off right, all payments made by the Purchaser to the Seller pursuant to this agreement shall be refunded to the Purchaser within **15 (fifteen) days** of date of receipt of the written notice to the Seller of the Purchaser's intention to exercise such right.

SIGNED BY THE PURCHASER AT _____ ON THIS THE ____ DAY OF _____ 2015

AS WITNESSES:

1. _____

PURCHASER

2. _____

SECOND PURCHASER

ACCEPTED BY THE SELLER AT HONEYDEW ON THIS THE ____ DAY OF _____ 2015

AS WITNESSES:

1. _____

BERGKRIEK PROPERTIES CC

2. _____

FACILITATED BY THE AGENT AT RANDBURG ON THIS THE ____ DAY OF _____ 2015

AS WITNESSES:

1. _____

HARCOURTS

2. _____