AGREEMENT OF PURCHASE AND SALE
(a sectional title unit not ready for occupation in terms of the Sectional Titles Act)

Sanford Heart Estate (Pty) Ltd
Registration Number 2025 / 761423 / 07
Represented by Eugene Pienaar duly authorized hereto by virtue of a resolution

Seller's Details	
Physical Address	1000 Voortrekker Rd, Thaba Tshwane, Pretoria, 0143
Postal Address	P.O Box 903506, Thaba Tshwane, Pretoria, 0143
E-mail Address	property@heartland.co.za

(the "**Seller**")

And

Full Name(s): _____

Registration/Identity Number (s): _____

Contact Details	
Physical Address	
Postal Address	
E-mail Address	
Cellphone Number	

(the "**Purchaser**")

The Seller sells to the Purchaser, who hereby purchases, on the terms and conditions contained in this Agreement of Purchase and Sale with annexures hereto, **Unit** _____ measuring approximately _____ **square metres** with exclusive use of **Parking Bay No.** _____ in the Sectional Scheme known as **Sanford Heart Estate** (or any such other name as may be approved by the Surveyor General), situated at ERF 967, Waterkloof Ridge, with address 314 Sanford Street, Waterkloof Ridge, Pretoria, 0181.

SCHEDULE OF PARTICULARS

1	**Unit**	**Unit _____**, comprising of the section as reflected on the scheme layout plans and, when approved, the sectional plans, together with an undivided share in the common property apportioned to the section in accordance with the participation quota.
2	**Part of and Exclusive use area(s)**	**Parking Bay No. _____** which shall be assigned to the Unit in accordance with the rules of the Scheme.
3	**Purchase price**	**R_____** (which Purchase price shall be inclusive of Value Added Tax provided that if there is an increase in the rate of Value Added Tax after signature of this Agreement which would affect this transaction, the Purchaser shall be liable for payment of such increase and shall pay such amount to the Conveyancers on demand).
4	**Deposit**	A non-refundable deposit equal to the amount of **R_____** which shall be payable to the Conveyancers within 14 days of bond approval.
5	**Mortgage loan is required and to be secured by a bond over the Unit**	In accordance with clause 4.1 and 13 of Annexure "1", this entire Agreement shall be subject to the Purchaser obtaining approval for a loan**,** within 30 (thirty) days after the Signature Date, to the value of no less than R_____ by a reputable bank or financial institution, upon security of a first mortgage bond being passed over the Unit in favour of such bank or financial institution.
6	**Balance of the Purchase price**	An amount being the total Purchase price in paragraph 3 above, less the deposit in paragraph 4 above and less the loan amount as set out in paragraph 5 above.
7	**Occupational Rental**	**0.65%** (zero point sixty five percent) of the Purchase price per month, payable monthly in advance, exclusive of levy, water and electricity (*pro rata* to the extent applicable). This amounts to **R_____** per month.
8	**Estimated initial monthly levy**	**R_____** per month, calculated at **R_____** per square metre.
9	**Conveyancers**	Adams & Adams Attorneys Lynnwood Bridge, 4 Daventry Street, Lynnwood Manor, Pretoria, South Africa, 0081 Lavashnee Mandry email: Lavashnee.Mandry@adams.africa

PURCHASER	SELLER	DEVELOPER	WITNESS

10	**Trust account banking details for payment of deposit**	Account holder: ADAMS AND ADAMS, Account number: 1604318902 Account type: Trust Account Branch code: 198765 Branch name: PRETORIA SWIFT code: NEDSZAJJ
11	**Default Rate**	The publicly quoted Prime Rate of Interest (percent per annum, compounded monthly in arrears and calculated on a 365 day year irrespective of whether or not the year is a leap year) as published by ABSA Bank Limited (or its successor) as being the prime rate from time to time (as certified by any manager of such bank whose authority, appointment and/or designation need not be prove) plus 2% (two percent) from the date of commencement of the default to the date on which the default ceases, both dates inclusive, as certified by the Conveyancers.
12	**Reservation Fee**	An amount equal to R3000 (three thousand Rand).

PURCHASER	SELLER	DEVELOPER	WITNESS

SIGNED at _____ on _____ day of _____ 2026

As Witnesses

1 _____

2 _____ **_____**
Purchaser

SIGNED at _____ on _____ day of _____ 2026

As Witnesses

1 _____

2 _____ **_____**
On behalf of the Seller, being duly authorised thereto

SIGNED at _____ on _____ day of _____ 2026

As Witnesses

1 _____

2 _____ **_____**
On behalf of the Developer, being duly authorised thereto

ANNEXURE 1

TERMS AND CONDITIONS OF SALE

1 DEFINITIONS

In this Agreement unless otherwise indicated or unless the contrary intention shall appear the following terms shall have the meanings assigned to them hereunder, namely:

1.1 "**Act**" means the Sectional Titles Act, No. 95 of 1986, as amended, and all regulations made in terms thereof as amended or replaced from time to time;

1.2 "**Agreement**" means the purchase and sale agreement containing the Schedule of Particulars, this annexure 1 and all additional annexures annexed hereto;

1.3 **"Anticipated Occupation Date"** means 1st June 2027;

1.4 "**Body Corporate**" means the body comprising of the owners of the Units and the Developer, which shall come into existence on transfer of the first Unit in the Scheme, provided that the powers and the functions of the body corporate will be transferred to the Home Owners Association by virtue of the conditions and rules to be registered in terms of Section 10(5), read with Regulation 6(4), of the STSMA and in terms of the schedule registered under Section 11(3)(b) of the Act and the provisions contained in the Memorandum of Incorporation of the of the Homeowners Association;

1.5 "**Buildings**" means the buildings erected or to be erected on the Property substantially in accordance with the plans;

1.6 "**Common Property**" means the land and such part of the buildings as are not included in any Unit;

1.7 "**Conveyancers**" means Adams & Adams Attorneys, Lynnwood Bridge, 4 Daventry Street, Lynnwood Manor, Pretoria, South Africa, 0081. email: Lavashnee.Mandry@adams.africa;

1.8 "**Developer**" means Heartland Property Developers Proprietary Limited (Registration Number: 2016/177194/07), a private company with limited liability incorporated in accordance with the laws of the Republic of South Africa;

1.9 "**Exclusive Use Area**" means the exclusive use area as allocated to the Unit for the exclusive use by the Purchaser and his/her successors in title, in accordance with the Rules of the Scheme;

1.10 "**Homeowners Association**" means the non-profit company to be registered which shall be constituted as the home owners association for the Scheme;

1.11 **"Individual Upgrades"** has the meaning ascribed to it in clause 3.6 of the Agreement;

1.12 "**Inspection Date**" means the date stipulated in a written notice given by the Seller to the Purchaser of not less than 7 (seven) days, or such other date as the Parties may agree to in writing, upon which date the Parties shall inspect the completed Unit and agree on whether any additional work or remedial work needs to be done in terms of clause 7.1.2;

1.13 "**Manager**" means the Heartland Management Proprietary Limited (Registration Number: 2020/714900/07), being the managing agent appointed by the Developer;

1.14 "**Occupation Date**" means the date on which the Unit becomes beneficially occupied by the Purchaser, provided that the unit shall be complete, in that it is i) habitable, ii) an occupancy certificate has been issued and iii) all the work listed on the Inspection Date in terms of clause 7.1.2 has been completed (unless otherwise agreed between the Parties);

1.15 "**Participation Quota**" means a percentage expressed to 4 decimal points and arrived at by dividing the floor area, to the nearest square meter, of the Unit by the total floor area of the Property, to the nearest square meter, of the Scheme;

1.16 "**Property**" means ERF 967, Waterkloof Ridge, with address 314 Sanford Street, Waterkloof Ridge, Pretoria, 0181 and the Buildings situated thereon;

1.17 "**Schedule of Particulars**" means the schedule prefixed to this Agreement, forming part hereof which contains details of the Unit sold, the Purchase price and other details hereinafter referred to;

1.18 "**Scheme**" means the Sectional Scheme to be named Sanford Heart Estate (or any such other name as may be approved by the Surveyor General);

1.19 **"Scheme's Architect"** means the architect of the buildings situated on or about the Property and comprising of the Scheme;

1.20 "**Sectional Title Register**" means a sectional title register in respect of the land and the building/s comprised in the Scheme from time to time;

1.21 "**Signature Date**" means the date on which this Agreement is signed by the Party signing last in time, provided that each party has signed this Agreement;

1.22 "**STSMA**" means the Sectional Titles Schemes Management Act, Act 8 of 2011;

1.23 "**Transfer Date**" means date on which the Unit is registered into the name of the Purchaser; and

1.24 "**Unit**" shall have the meaning defined in the Act and with regard to the Unit hereby sold shall mean any unit which is specified in the Schedule of Particulars notwithstanding that

the sectional plan upon which the section forming part of the Unit is shown or is to be shown may not be presently registered.

1.25 In this Agreement, unless the context otherwise requires:

1.25.1 A reference to a "person" includes a reference to an individual, partnership, company, close corporation, other body corporate, a trust, an unincorporated or joint venture, and that person's legal representatives, successors and permitted assigns;

1.25.2 Words importing the singular shall include a reference to the plural and vice versa;

1.25.3 In the event where the day for performance of any obligation to be performed in terms of this Agreement should fall on a day which is not a business day, in which case the last day shall be the immediate succeeding Business Day;

1.25.4 Where any number of days is prescribed in this Agreement, that number shall be determined inclusively of the first day and exclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the immediately succeeding Business Day;

1.25.5 All monetary amounts are (unless otherwise stated) shall be exclusive of VAT and in South African Rand;

1.25.6 The headings are used for reference only and are in no way to be deemed to explain, modify, amplify or aid in the interpretation of this Agreement.

2 PURCHASE AND SALE

2.1 The Seller hereby sells to the Purchaser, who hereby purchases, the Unit for the Purchase price and on the terms and conditions set out in the Agreement. The Unit shall be constructed in accordance with the Scheme layout plan and the floor plan read together with the specifications and schedule of finishes.

2.2 The precise boundaries of the Unit forming part of the Unit shall be as depicted upon the sectional plans once registered.

2.3 The Purchaser shall pay the Reservation Fee to the Developer in order to reserve the Home for a period of 1 (one) week from when the Reservation Fee was paid.

2.3.1 If the Purchaser signs this Agreement or notifies the Seller that they are no longer proceeding with the transaction within 1 (one) week of the reservation payment, the Developer shall repay the Reservation Fee.

2.3.2 If the Purchaser fails to sign this Agreement and does not notify the Seller that they are not proceeding within 1 (one) week of the reservation payment, the Developer may retain the Reservation Fee as a reasonable administrative charge in respect of direct costs incurred in reserving the Unit, including marketing, administrative processing and opportunity costs.

3 PURCHASE PRICE

The Purchase price of the Unit payable by the Purchaser to the Seller is the amount referred to in paragraph 3 of the Schedule of Particulars, which amount shall be payable as follows:

3.1 The deposit referred to in paragraph 4 of the Schedule of Particulars shall be paid by the Purchaser and held in trust by the Seller's Conveyancers in an interest-bearing trust account in terms of Section 86(4) of the Legal Practice Act, No. 28 of 2014. Interest accrued on such deposit shall be for the benefit of the Purchaser and paid to the Purchaser on the Transfer Date or to the Seller (or its nominee) on transfer, if the Seller becomes entitled thereto in terms of this Agreement.

3.2 The deposit shall be non-refundable, except in the event that this Agreement is lawfully cancelled by the Purchaser due to a breach by the Seller, or if the suspensive conditions are not fulfilled or waived in accordance with the terms of this Agreement. _____ **initial**

3.3 The Purchaser hereby acknowledges that, prior to the deposit being invested in an interest bearing trust account by the Conveyancers, the Purchaser is obliged to comply with the requirements of the Finance Intelligence Centre Act, No. 38 of 2001 and to provide copies of certain documentation to the Conveyancers. Failure to comply and not sign or provide information when requested will result in the deposit not earning interest to the benefit of the Purchaser.

3.4 The amount of the loan as set out in paragraph 5 of the Schedule of Particulars shall be secured by a bank guarantee acceptable to the Seller and delivered to the Conveyancers and / or the Balance of the Purchase price in paragraph 6 of the Schedule of Particulars

shall be paid into trust with the Conveyancers (and be invested on the same terms as set out in clause 3.1 above) or secured by the furnishing of a bank guarantee(s) acceptable to the Seller within 14 days from written request by the Conveyancers, which request will be made following the fulfilment of the Suspensive Conditions as contained in clause 4 below.

3.5 Should the payment and / or the guarantees in 3.4 not be paid or delivered timeously as the case may be, the Purchaser shall be liable for and shall pay without demand to the Seller the Default Rate as set out in paragraph 11 of the Schedule of Particulars.

3.6 The Unit may include the sale of additional items such as furniture and/or appliances and/or improvements or services. Individual Upgrades are unique requests by the Purchaser and are to be paid in cash to the Developer by the Purchaser. Individual Upgrades are non-refundable unless agreed by prior approval of the Developer.

4 SUSPENSIVE CONDITIONS

4.1 This Agreement is subject to the condition that the Purchaser (or the Seller or its agent, if any, on the Purchaser's behalf) is able to raise a loan, within the time frames stipulated in paragraph 5 of the Schedule of Particulars, upon the security of a first mortgage bond to be passed over the Unit for a sum of not less than the amount shown in paragraph 5 of the Schedule of Particulars. Such bond shall be substantially on the same terms and conditions as bonds granted by any bank or other financial institution in respect of similar properties and for Purchasers of a similar financial standing. This condition shall be deemed to have been fulfilled upon written advice by the lender to the Seller or the Purchaser that it is prepared to make the loan notwithstanding that funds might not immediately be available and notwithstanding that the final approval of the loan cannot be given until the sectional plans have been approved. It is expressly recorded that a "pledge/pre-bond approval" does not constitute the necessary approval in principle in terms of this Agreement.

4.2 The Purchaser undertakes to use his/her/its best endeavours to raise the aforesaid loan and furthermore undertakes to sign all such documents as are reasonably necessary for this purpose. The Purchaser warrants, to the best of his/her knowledge and belief, that he/she/it earns sufficient to obtain the bond in the amount indicated.

5 OCCUPATION

5.1 Occupation of the Unit shall, at the election of the Purchaser, be given to and taken by the Purchaser on the Occupation Date, notwithstanding the Transfer Date. The Seller will endeavour to take all reasonable steps to ensure that the Unit will be ready for occupation on the Anticipated Occupation Date, however, no claim shall arise in the event that occupation is given after such date provided that the delay is not due to any gross negligence, wilful misconduct, or breach of statutory duty by the Seller. _____ **initial**

5.2 The Purchaser shall not be entitled to take occupation of the Unit unless the Purchaser has, to the satisfaction of the Conveyancers, secured the full Purchase price and signed all transfer documentation.

5.3 In the event of any dispute as to when occupation of the Unit may be given, a certificate by the Scheme's Architect (acting as expert and not as an arbitrator) certifying that the Unit is ready for occupation shall be *prima facie* evidence of such readiness and shall be binding unless manifestly erroneous. This clause does not exclude the right of either the Purchaser or the Seller to approach a court or competent tribunal for relief**.____ initial**

5.4 The Purchaser acknowledges that, on the Occupation Date, the Buildings may be incomplete and that occupants of the Unit may consequently suffer inconvenience from building operations and from noise and the dust resulting therefrom. Subject to the Seller acting reasonably and taking all reasonable steps to minimise disruption, the Purchaser shall have no claim against the Seller for any such reasonable disturbance arising from the exercise of the Seller's rights under this clause. _____ **initial**

5.5 Prior to the Occupation Date of the Unit, the Purchaser shall be entitled, at reasonable times and with prior written arrangement with the Seller, to gain access to the site. The Purchaser hereby indemnifies the Seller against any claim for loss, injury, or damages arising from such site visits, provided that this is not due to any gross negligence, wilful misconduct, or breach of statutory duty by the Seller. _____ **initial**

5.6 The Purchaser shall not be entitled to demand any amendments or repairs to the Unit prior to the Date of Occupation other than in accordance with clause 7.1.2 below.

5.7 In the event that the Purchaser fails to inspect the Unit within 7 (seven) days as prescribed in clause 7.1.2 hereof, the Purchaser automatically consents that the Unit may be inspected by the Scheme's Architect and the Scheme's Architect acting reasonably and diligently, may complete the snag list on behalf of the Purchaser and provide such list to the Seller for remedial work to be carried out. Notwithstanding the operation of this clause 5.7, the condition contained in clause 7.1.2 hereof shall be applicable to the Seller and Purchaser as if the Purchaser has completed the snag list in person.

6 OCCUPATIONAL RENTAL

6.1 On and with effect from the Occupation Date until the Transfer Date, the Purchaser shall have the option to take occupation of the Unit and pay to the Seller, monthly in advance, Occupation Rental at the rate calculated on the Purchase Price and set forth in paragraph 7 of the Schedule of Particulars.

6.2 The Purchaser hereby consents that the Conveyancers may set off any amount owing in respect of Occupational Rental of the Unit (if applicable) as set out in clause 6.1 above, against interest earned on the Purchaser's invested deposit or the Balance of the Purchase price, which Occupational Rental shall be paid directly to the Developer

7 CONDITIONS OF OCCUPATION

7.1 From the Occupation Date, the Purchaser shall:

7.1.1 comply with the provision of the Act, STSMA and the rules which will be applicable to the Scheme on the basis that the Seller shall, until the body corporate comes into being, enjoy the same rights and powers as the body corporate and the trustees enjoy in terms of such rules.

7.1.2 on the Inspection Date a representative of the Seller and the Purchaser shall inspect the Unit and the Purchaser shall point out to the Seller's representative any keys, locks, windows, fixture, wash-basins, toilets or any other installations contained in or which should be contained in the Unit which are defective or missing or not in conformity with the requirements of the relevant plans, which defective, missing or broken items shall be recorded in a schedule with full

particulars which shall be signed by the Purchaser and the Seller's representative (hereinafter referred to as the "**snag list**").

7.1.2.1 Save for the items recorded in the snag list, the Purchaser shall be deemed to have acknowledged that neither the Unit nor any other keys, locks, windows, fixtures, fittings, wash-basins, toilets, other installations or the roof are defective or missing or not in conformity with what has been agreed by the Parties and that the Unit has been delivered to the Purchaser complete in all respects and suitable in all respects for the purposes for which it is sold, provided that same shall not preclude a claim against the builder in accordance with the Housing Consumers Protection Measures Act, No. 95 of 1998.

7.1.2.2 The Seller shall furnish a copy of the snag list to the building contractor who shall liaise with the Purchaser and who shall attend to all items on the snag list prior to the Occupation Date, to the reasonable satisfaction of the Purchaser. Any work done in terms of the snag list will not limit any rights that the Purchaser has under the Consumer Protection Act, No. 68 of 2008 (hereinafter referred to as the CPA), including remedies for latent defects. **_____ initial**

7.1.2.3 The Seller shall not be liable to attend to any other or further remedial work after completion of the necessary work detailed in the snag list in accordance with clause 7.1.2.2 above. **_____ initial**

7.1.2.4 The Purchaser shall only be entitled to take occupation of the Unit after completion of the remedial work by the Seller, unless the Parties agree in writing that the Purchaser may take occupation prior to completion of the remedial work and then only subject to the conditions that the Seller in his sole discretion may impose.

7.1.2.5 The Purchaser shall within 3 (three) days of notification by the Seller that the remedial work is completed in accordance with clause 7.1.2.2 above, provide the Seller with all documentation required to satisfy any condition or release any retention of the loan amount granted in terms of paragraph

5 of the Schedule of Particulars, in respect of the Unit, and shall confirm in writing that the Purchaser is satisfied with the Unit in all respects.

7.1.3 Subject to clause 5.7, the Seller shall be relieved of its obligations in terms of this sub clause if the Purchaser fails to attend the inspection and fails to notify the Seller during the aforesaid inspection respectively of any faults or defects or, as the case may be, of repair work required, provided that same shall not preclude a claim against the builder in accordance with the Housing Consumers Protection Measures Act, No. 95 of 1998.

7.1.4 A certificate issued by the Scheme's Architect (acting as an expert and not as an arbitrator) stating that any defect for which the Seller is liable in terms of this clause has been remedied, shall constitute *prima facie* evidence that such defect has been made good, and shall be binding unless manifestly erroneous. This clause does not limit any statutory remedies available to the Purchaser, including under the CPA or the Housing Consumers Protection Measures Act No. 95 of 1998. In the event of a dispute arising in regard to the nature of an alleged defect/snag, the matter shall be referred to an independent architect, acting as an expert and not an arbitrator, agreed upon by the parties (or, if they cannot within (3) three days agree, by the President of the Institute of Architect for the Gauteng Province), which architect's determination shall be final and binding on the parties.

7.2 To the extent required, the Seller undertakes to cede all warranties in respect of the building, more specifically, the structure and roof of the buildings to the Body Corporate.

7.3 Prior to the Transfer Date the Purchaser shall not be entitled to make any alterations of additions to the Unit without the prior written consent of the Seller.

7.4 From the Occupation Date the Purchaser shall be obliged to maintain the Unit in a fit and proper condition, and to keep it neatly and properly painted and glazed. The Purchaser shall further be obliged to maintain and from time to time replace, as may be necessary, all the interior fittings, electrical and service installations of the Unit, and shall be obliged to keep the walls, floors and ceilings of the Unit in proper repair, and generally to undertake all such maintenance and repairs not envisaged in clause 7.1.2.

7.5 The Purchaser shall not until the Transfer Date, sell or rent the Unit or in any manner alienate his rights to the Unit as conferred upon him by this Agreement, except with the prior written consent of the Seller and only once:

7.5.1 The Purchaser has furnished the Seller with the documentation in 7.1.2.5 confirming that all the remedial work has been completed to the satisfaction of the Purchaser;

7.5.2 The Purchaser has furnished the Seller with the full names and details of the tenant / occupier that the Purchaser intends to let or grant possession and occupation of the Unit to;

7.5.3 The Purchaser has furnished the Seller or the Manager with a copy of the lease agreement entered into between the Purchaser and his/her/its tenant /occupier, which agreement must include a clause stipulating that such tenant/occupier will be bound by the rules;

7.5.4 The Purchaser undertakes and guarantees that he/she/it, his/her/its tenant and/or occupier will duly comply with all the rules;

7.5.5 The Purchaser indemnifies the Seller against and agrees to be held liable for, any damages or loss that the Seller may suffer as a result of the Purchaser's tenants or occupier's failure to comply with the rules; _____ **initial**

7.5.6 The Purchaser agrees to accept liability and consents to be liable, for the purposes of this clause 7, for any legal costs on an attorney and own client scale, incurred by the Seller or the Manager to enforce the rules against the Purchaser and/or his tenant/occupier including the legal costs of evicting the tenant/occupier. _____ **initial**

7.6 The Purchaser shall be liable for all refuse, sewer, water and electricity consumed, in respect of the Unit from the Occupation Date, provided however that if it is found not to be desirable in the discretion of the Seller to arrange separate metering of the Unit, then such items will be calculated in accordance with the anticipated participation quota on the draft sectional title plans.

7.7 The Purchaser shall not use the Unit or the Common Property in such manner as to cause any damage therein or to the other units on the Property, nor shall he/she/it store

or permit the storage therein of any inflammable material which may vitiate any policy of insurance in respect of the Property or which is likely to have the effect of increasing the premium payable in terms of any such insurance policy.

7.8 For purposes of clause 7.1.2, the Seller either personally, or through its employees or agents shall be entitled at all reasonable times to have access to the Unit for the purpose of inspecting same or to carry out any maintenance or repairs which the Seller may in terms hereof be obliged or entitled to perform, whether such repairs relate to the Unit or not. The Purchaser acknowledges that such access and related activities may cause some disturbance or inconvenience. Subject to the Seller acting reasonably and taking all reasonable steps to minimise disruption, the Purchaser shall have no claim against the Seller for any such reasonable disturbance arising from the exercise of the Seller's rights under this clause. _____ **initial**

7.9 The Purchaser may use and enjoy the Common Property but shall do so in such manner so as not to interfere with the use and enjoyment thereof by other Unit holders or other persons lawfully upon the Property. The Purchaser shall ensure that his/her/its tenants, invitees and employees comply with the provision of this clause.

7.10 The Purchaser shall not use his/her/its Unit or permit same to be used in such manner or for such purpose as shall cause a nuisance to any occupier of a Unit or the Common Property or interfere with the amenities of the Property or so as to breach any law, ordinance or by-law or any town planning scheme in force or to come into force in relation to the Property.

7.11 The Seller hereby undertakes, pending the establishment of a Body Corporate –

7.11.1 to keep the building insured for replacement value against fire and all other risks against which the Seller may deem it prudent to insure, and to pay the premiums falling due thereon from time to time;

7.11.2 to maintain the Property and to keep it in a state of good and serviceable repair, including any structural repairs to the improvements erected there on;

7.11.3 to keep in a state of good and serviceable repair and maintain the plant, machinery, fixtures and fittings used in connection with the Common Property; and

7.11.4 to maintain and repair all pipes, wires, cables and ducts existing on the land or in the buildings and capable of being used only in connection with the enjoyment of more than one unit or of the Common Property, provided however that notwithstanding anything to the contrary herein contained, the Seller shall be entitled to effect any repairs to the buildings (including the Unit) and/or the land even though the Seller is not obliged to effect such repairs in terms of this Agreement.

8 HOMEOWNERS ASSOCIATION

8.1 The Purchaser hereby acknowledges that the Seller intends to form a Homeowners Association and undertakes to become and remain a member of the Homeowners Association and to be subject to the constitution of the Homeowners Association until the Purchaser ceases to be an owner of a Unit in the Scheme.

8.2 It is agreed that a condition restricting transfer of a Unit in the sectional title scheme will be registered, when the Sectional Title Scheme is opened, in terms of the schedule provided for in Section 11(3)(b) of the Act, read with Regulation 6(4) of the STSMA, stipulating that no transfer of a Unit may be effected unless the transferee automatically through signing any acquisition document in respect of the Unit and taking transfer of a Unit in the sectional title development scheme, becomes a member of the Homeowners Association of the sectional title development scheme.

8.3 The parties agree that a requirement of the constitution of the Homeowners Association stipulates or will stipulate that on registration of the sectional title development scheme that all members of the Body Corporate of the sectional title development scheme of which the Unit forms part, shall be members of the Homeowners Association; and furthermore the section 11(3)(b) certificate to be issued will assign the functions and powers of the body corporate to the Homeowners Association to be registered, the constitution of the Homeowners Association will provide for the acceptance of and execution of such assignment of the functions and powers of the body corporate.

8.4 The management rules as contemplated in Regulation 6(2) (a) of the STSMA shall not be those as set out in Annexure 1 of the Regulations to the STSMA but shall be replaced by the management rules provided by the Home Owners Association and developer at registration of sectional title development scheme to be amended from time to time in

terms of the constitution of the Homeowners Association. A copy of the management rules to be applied by the Homeowners Association is available from the Seller.

8.5 The Conduct Rules in terms of Annexure 2 to the Regulations to the STSMA are replaced by the Conduct Rules of the Homeowners Association as amended from time to time in terms of the Constitution of the Homeowners Association. A copy of the Conduct Rules to be applied by the Homeowners Association is available from the Seller.

9 TRANSFER

9.1 The Purchaser shall accept transfer of the Unit subject to:

9.1.1 such registerable conditions as may be imposed by the Seller in terms of section 11 of the Sectional Titles Act;

9.1.2 such servitudes as may be applicable to the land and/or the buildings;

9.1.3 such conditions, reservations and servitudes contained or referred to in the title deed relating to the land.

9.2 The Purchaser acknowledges that the Purchaser has inspected the housing development scheme, the plans, the unit, the facilities and the Common Property, and that he/she/it is satisfied with regard to the circumstances, nature, position, extent and planning thereof, as well as the general suitability thereof according to and for purposes of the Purchaser's needs.

9.3 In the event of the measurement of the section varying by not more than 7% (seven percent) from the sectional plan eventually registered by the Registrar of Deeds, or in the event of the Unit being allocated a different number in such sectional plan, or the location of the building(s) being different to that reflected on the plans, the Purchaser shall accept transfer of the Unit as reflected in the registered sectional plan, which shall constitute full performance of the Seller's obligations in terms of this Agreement.
_____ initial

9.4 It is recorded that the Seller is a "producer" as defined in the CPA and that the Unit is sold with an "implied warranty of quality" as provided for in Section 56 of the CPA being a warranty that the Unit complies with the requirements and standards contemplated in

Section 55 of the CPA which provides that the Purchaser has a right to receive the Unit on the basis that –

9.4.1 It will be reasonably suitable for the purposes for which it is generally intended;

9.4.2 It is of good quality, in good working order and free of any defects;

9.4.3 It will be useable and durable for a reasonable period of time, having regard to the use to which the Unit would normally be put to and to all the surrounding circumstances of it supply,

except to the extent that the buildings have been altered after it left the control of the Seller.

9.5 It is however (as provided for in Section 55(6) of the CPA) recorded that –

9.5.1 the Purchaser agrees to accept the Unit as it stands provided that the buildings are erected in a workmanlike fashion and substantially in terms of the attached plans and specifications. (Purchaser to initial next to this provision as proof that the Purchaser has assented to this provision and the Purchaser acknowledges the notice and his awareness of the risk and acceptance of the provision); **_____ initial**

9.5.2 in the event of a dispute as to whether the buildings shall have been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications, the matter shall be referred to an independent architect agreed upon by the parties (or, if they cannot within (3) three days agree, by the President of the Institute of Architect for the Gauteng Province), which architect, acting as an expert and not an arbitrator, shall determine whether the buildings have been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications, and if he determines that same is not the case, the Seller shall do everything required by that architect until the architect is satisfied that the buildings have been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications. If the said architect, after his first inspection, determines that the buildings have been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications, then the Purchaser shall pay his costs of the architect. If it is determined that the buildings have not been erected in a workmanlike fashion or substantially in terms of the attached plans and specifications, then the costs shall be paid by the Seller.

9.6 It is further recorded by the parties that this Agreement was not concluded as a result of direct marketing as defined in terms of the CPA, and that the Purchaser will therefore not be entitled to the rights afforded in terms of Section 16 of the CPA. _____ **initial**

10 COSTS OF TRANSFER/BOND REGISTRATION

10.1 The deposit/s, instalments and all other amounts payable to the Seller in terms of this Agreement shall be payable free of all bank costs into the Conveyancer's Account as reflected on the Schedule of Particulars.

10.2 Each payment made in terms of this Agreement and any interest earned on the deposit or other monies paid to the Conveyancers in terms of this Agreement shall be allocated first to occupational rental, secondly to all other costs and charges due by the Purchaser in terms hereof and thereafter the balance, if any, shall be repaid to the Purchaser on the Transfer Date.

10.3 The Seller shall be liable for and shall pay all costs of drafting this Agreement and the opening of a sectional title register.

10.4 The Purchaser will be liable for all the costs of and incidental to the transfer of the Unit to the Purchaser, including all disbursements and VAT, as well as bond registration costs, if any, subject thereto that the Conveyancers granting discount on such conveyancing fees as agreed between the Conveyancer and the Seller.

10.5 The Purchaser hereby irrevocably authorises the Seller to procure the appointment of the Conveyancers for the registration of any mortgage bond(s) that may be required for the purposes of this transaction. The Purchaser shall be liable for the costs of registration of such transfer as well the costs of the registration of the mortgage bond, including all disbursements, within 7 (seven) days after being requested to do so by the Conveyancers (or such other conveyancers), which costs shall be in addition to the Purchase price.

10.6 Transfer of the Unit shall be effected by the Conveyancers as soon as reasonably possible after the fulfilment of the Suspensive Conditions, subject to payment of the transfer and bond registration costs and signature of the requisite documentation. It is recorded that the parties shall provide all documentation and information, sign all documents and do whatever may be required by the said Conveyancers within 7 days of written request.

10.7 The Purchaser hereby warrants that his/her/its tax affairs are in order and that SARS will be in a position to issue the necessary Transfer Duty Exemption certificate for purposes of the transfer of the Unit on the request therefore.

11 PASSING OF RISK

All the benefit of and risk in and to the Unit shall pass to the Purchaser on the Transfer Date.

12 PURCHASER'S ACKNOWLEDGMENT

12.1 The Purchaser acknowledges that he/she/it is aware of and fully acquainted with the matters hereinafter set forth, namely that:

12.1.1 the Unit is sold in accordance with the sectional plan and the participation quota endorsed thereon as and when approved and subject to any modification or alterations which may be made thereto from time to time in accordance with the provisions of the Act or of any authority, and subject to any applicable conditions of title which may be incorporated therein;

12.1.2 if the areas of the Common Property are found not to correspond to those set out in this Agreement, the Seller shall not be liable for any shortfall nor shall it be entitled to claim compensation for any surplus; **_____ initial**

12.1.3 the Scheme is exempt from National Home Builders Registration Council **("NHBRC**") enrolment, however in the event that NHBRC fees may become due, the fees shall be for the Seller's cost.

13 PURCHASER'S DEFAULT

13.1 If the Purchaser fails to pay, on due date any instalment or other moneys which the Purchaser may be required to pay, in terms hereof (provided that no notice need be given if the breach is the non-payment of the deposit in paragraph 4 of the Schedule of Particulars) or commits any other breach of any of the terms and conditions of this Agreement (or of any of the rules and regulations to which the Purchaser is subject in respect of the Property or Building, including the Unit), the Seller shall be entitled without prejudice to any other remedies that it may have at law, if the Purchaser fails to

remedy such breach, default or non- payment within 7 (seven) days of dispatch of written notice calling upon the Purchaser to do so:

13.1.1 to cancel this Agreement, retake possession of the Unit and claim all damages suffered by reason of the Purchaser's breach of contract; or

13.1.2 to claim specific performance or immediate payment of the Purchase price, interest and all other amounts as may be payable by the Purchaser in terms of this Agreement.

13.2 If this Agreement is cancelled as hereinbefore provided, the Purchaser and all persons claiming a right of occupation through the Purchaser, shall forthwith be obliged to vacate the Unit and to deliver it to the Seller. No lease or other right of occupation in favour of the Purchaser shall be created or come into existence by virtue of this Agreement.

13.3 If 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 him 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. If such dispute is decided in favour of the Seller then such amounts so received by the Seller after cancellation as aforesaid shall be deemed to have been paid to the Seller prior to cancellation.

13.4 Should this Agreement be cancelled in terms of this clause the Purchaser shall not be entitled to claim or receive any compensation whatsoever from the Seller for any alterations, additions or improvements effected to or on the Unit save only as otherwise provided by law.

13.5 Costs of enforcement shall be borne by the defaulting party on an attorney and own client scale unless a court, tribunal or applicable law directs otherwise.

14 JOINT AND SEVERAL LIABILITY

Should this Agreement be signed by more than one person as Purchaser, the obligation of all such signatories shall be joint and several.

15 SURETYSHIP

PURCHASER	SELLER	DEVELOPER	WITNESS

Should the Purchaser be a company or close corporation or trust or should the Purchaser have nominated a company or close corporation or trust as co-Purchaser, the signatory to this agreement warrants that she/he is duly authorized to enter into this Agreement on behalf of the company or close corporation and hereby binds himself as surety and co-principal debtor in favour of the Seller for all the obligations of the Purchaser in terms of this Agreement (including any amounts which may become owing arising out of any breach of this Agreement) and renounces the benefits of excussion, division, cession of action and *de duobus vel pluribus reis debendi* the meaning and full force and effects of such benefits the signatory/surety acknowledges he knows and understands.

16 SALE PRIOR TO TRANSFER

The Purchaser shall not, save with the prior written consent of the Seller, sell the Unit prior to transfer. Consent, if any, shall not absolve the Purchaser in any way from any of its obligations in terms hereof and in particular the obligation to take transfer of the Unit pursuant hereto. Simultaneous transfer of the Unit to the Purchaser's third party Purchaser may be permitted at the sole discretion of the Seller and only provided such simultaneous transfer in no way delays the transfer of the Unit from the Seller.

17 COMMISSION

The Seller shall pay the agent commission in terms of its mandate, which commission shall be deemed to be earned and payable on registration of transfer of the Unit into the Purchaser’s name.

18 ADDRESSES AND NOTICES

18.1 For the purposes of this Agreement, including the giving of notices and the serving of legal process, the parties choose *domicilium citandi et executandi* ("*domicilium*") at the addresses set out on the cover page of this Agreement.

18.2 A party may at any time change that party's *domicilium* by notice in writing to each of the other parties, provided that the new *domicilium* is in the Republic of South Africa and consists of, or includes, a physical address at which process can be serviced, such new address being effective on receipt by the addressee of such written notice.

18.3 Any notice given in connection with this Agreement shall be given in writing and shall:

18.3.1 be delivered by hand; or

18.3.2 be sent by email,

to the *domicilium* chosen by the party concerned.

18.4 A notice given as set out above shall be deemed to have been duly given:

18.4.1 on the date of delivery, if delivered by hand to a responsible person at the recipient's physical address. If delivery is not on a Business Day, or is after ordinary business hours on a Business Day (08:00-16:00), the notice is deemed to be received on the Business Day after the date of delivery;

18.4.2 on the date of transmission, if sent by email to the recipient's email address. If transmission is not on a Business Day or is after ordinary business hours on a Business Day (08:00-16:00), the notice is deemed to be received on the Business Day after the date of delivery.

19 VARIATION AND CANCELLATION

No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.

20 INDULGENCES

No indulgence granted by a party shall constitute a waiver of any of that party's rights under this Agreement. Accordingly, that party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

21 RESOLUTIVE CONDITIONS

In the event that the Seller fails to:

21.1 have the development plan approved by the relevant local authority; and/or

21.2 register the Scheme over the Property,

on or before 31 July 2028 ("the **Long Stop Date**"), the entire Agreement shall automatically lapse and be of no further force or effect and the parties shall be reinstated to the position which the occupied prior to the Signature Date, provided that the Purchaser shall be entitled to interest earned on the amounts paid to the Conveyancer in accordance with the provisions of clause 4.1 or 4.2.

21.2 The parties shall be entitled to agree in writing by not later than the time set out in terms of clause 21.2 to extend the Long Stop Date and afford the Seller more time within which to fulfil the obligations set out in clause 21.1.1 to 21.1.2

22 EXTENSION OF SCHEME AND PHASE DEVELOPMENT IN TERMS OF SECTION 25 OF THE SECTIONAL TITLES ACT (IF APPLICABLE)

22.1 It is the intention of the Seller to extend the scheme by the addition of sections in terms of Section 25 of the Act. To enable the Seller to extend the scheme as envisaged the Purchaser acknowledges that he is aware of and consents to the following:

22.1.1 The Body Corporate shall simultaneously apply to the Registrar of Deeds for the issuing of a Certificate of Real Right of Extension in terms of Section 25(6) of the Act, which Real Right of Extension shall be ceded by the Body Corporate to the Seller by virtue of a Notarial Deed of Cession of Real Right of Extension.

22.1.2 The Seller hereby discloses as required in terms of Section 25(14) of the Act that the Seller will in its sole discretion acquire a Real Right of Extension as envisaged in 22.1 and subsequently extend the scheme by the addition of sections in future.

22.2 It is recorded that the Purchaser is aware that, that by virtue of the extension of the Scheme the Purchaser may suffer reasonable inconvenience from the construction of such Buildings, external works and from noise and dust resulting therefrom. The Purchaser acknowledges that the Seller shall construct and complete the scheme in phases. The Purchaser shall not be entitled to cancel this Agreement or claim damages solely on the basis of such reasonable and temporary inconvenience, however, this shall not limit the Purchaser's rights to raise any concerns where the Seller acts unreasonably, negligently, or fails to take reasonable steps to minimise disruption.

23 PRE-INCORPORATION CLAUSE (delete if not applicable)

The Purchaser acknowledges that it is acting on behalf of a company to be incorporated ("the Company"). The Purchaser undertakes that upon incorporation, the Company shall adopt and ratify this Agreement within 3 (three) Business Days of its incorporation. Until such ratification, the Purchaser shall remain personally liable for all obligations under this Agreement. If the Company fails to adopt and ratify this Agreement within the specified period, the Purchaser shall remain bound by and liable for all terms and conditions herein.

24 NOMINATION CLAUSE (delete if not applicable)

By no later than 5 (five) Business Days after the Signature Date, the Purchaser shall be entitled to nominate a third party to purchase the Property from the Seller on the terms and conditions set out in this Agreement (the "Nominated Purchaser"), subject to the following provisions:

24.1 The Nominated Purchaser need not be in existence at the Signature Date but must be in existence at the time of nomination.

24.2 Both the nomination of the Nominated Purchaser and the Nominated Purchaser's written acceptance of such nomination must be delivered to the Seller by no later than the 5 (five) Business Days after the Signature Date, failing which the right to nominate shall lapse and the Purchaser shall remain bound as purchaser under this Agreement.

25 ENTIRE CONTRACT

This Agreement constitutes the entire contract between the parties with regard to the matters dealt with in this Agreement and no representations, terms, conditions or warranties not contained in this Agreement shall be binding on the parties.