

# GLENWOOD HEART

## OFFER TO PURCHASE

**WHEREAS** GLENWOOD HEART PROPRIETARY LIMITED, Registration Number: 2023/592683/07, (“**the Seller**”), is the registered owner of ERF 182, LYNNWOOD GLEN TOWNSHIP - JR, on which the Seller, in collaboration with HEARTLAND PROPERTY DEVELOPERS PROPRIETARY LIMITED, Registration Number: 2016/177194/07 (“**the Developer**”), will be developing a Sectional Title Scheme to be known as GLENWOOD HEART (“**the Proposed Development Scheme**”);

**NOW THEREFORE** I/We the undersigned,

_____, ID/Reg No.
_____, and _____,
ID/ No. _____ (“ <b>the Purchaser</b> ”), with details more fully specified in
<b>Appendix “A”</b> hereto.

**HEREBY** offer to purchase from the Seller the following sectional title property:

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------

1) **PROPOSED UNIT No.** \_\_\_\_\_ in the Proposed Development Scheme, which consists of:

- i. A section ("**the Section**" or "**the Unit**") erected or to be erected in the position indicated on the attached site plan and constructed or to be constructed in accordance with the attached building plans (both plans hereinafter referred to as the "**Plans**" or "**the Plans**" and being attached hereto marked **Appendix "B"**), which Plans the Purchaser acknowledges himself/herself/itself to be fully acquainted with, **AND**
- ii. An undivided share in the common property apportioned to the section in accordance with the participation quota of the Unit;

2) Exclusive use areas allocated to the Unit namely **parking bay(s) numbered** \_\_\_\_\_ and any balcony / patio / garden areas accessible only through the said Unit, as more fully shown on the Plans; **AND**  
 (collectively "**the Property**"),

**SUBJECT** to the following terms and conditions:

#### 1. INFORMATION TABLE

i	Loan amount (4.1)	
i i	Purchase Price (5.1)	
iii	Purchase Deposit (5.1.2)	
iv	Further/Balance Cash Payment (5.1.3)	
v	Balance Bond Payment (5.1.4)	
vi	Occupational Interest (8.3)	

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------

## 2. INTERPRETATION AND DEFINITIONS

2.1. In this offer (which will constitute an agreement once accepted by the Seller), except in a context indicating that some other meaning is intended:

2.1.1. **“the/this Agreement”** or **“this Offer”** means this document and once accepted by the Seller, the agreement as recorded herein together with its appendixes.

2.1.2. **“Common Property”** means the common property in the Proposed Development Scheme as defined in section 1 of the Sectional Titles Schemes Management Act, 2011.

2.1.3. **“Conveyancers”** or **“Conveyancing Attorneys”** or **“Seller’s Conveyancers”** means and refers to Weavind & Weavind Incorporated, Glenfield Office Park, Block E, 361 Oberon Road, Faerie Glen, Pretoria, Tel: 012 346 3098, e-mail: [Adrina@weavind.co.za](mailto:Adrina@weavind.co.za)

2.1.4. **“Date of Acceptance”** or **“Date of Signature”** means the date of signature of this Agreement by or on behalf of the Seller, alternatively, the Party to sign this Agreement last in time.

2.1.5. **“Exclusive Use Area(s)”** means that part of the Common Property allocated for the sole and exclusive use of owners or occupiers of Units in the Proposed Development Scheme as defined in section 1 of the Sectional Titles Schemes Management Act, 2011, which, at the option of the Seller, will be allocated to a Unit in the Proposed Development Scheme in terms of Section 27 of the Sectional Titles Act, 1986, alternatively, Section 10(7) and 10(8) of the Sectional Schemes Management Act 8 of 2011.

2.1.6. **“Financial Institution”** means an accredited financial institution and registered credit provider as contemplated by the provisions of the National Credit Act, 2005.

2.1.7. **“Information Table”** means the information table detailed under clause 1 of this document.

2.1.8. **“the Mortgage Originator”** means a mortgage originator nominated, appointed and substituted by the Developer in respect of all loan applications of Purchasers in the Proposed Development Scheme.

2.1.9. **“Participation Quota”** means the participation quota as defined in section 1 of the Sectional Titles Schemes Management Act, 2011, as such allocated to the Unit by the Surveyor General in the registered Sectional Plans upon opening, extension or amendment of the Proposed Development Scheme.

2.1.10. **“the Parties”** means the parties to this agreement, and **“Party”** means any one-off them.

2.1.11. **“Practical Completion”** means the date as determined pursuant to clause 7.2 of this Agreement.

2.1.12. expressions in the singular also denote the plural, and vice versa.

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------

2.1.13. words and phrases denoting natural persons refer also to juristic persons, and vice versa;  
and

2.1.14. pronouns of any gender include the corresponding pronouns of the other genders. 2.1.15. clause headings appear herein for purposes of reference only and shall not influence the proper interpretation of the subject matter.

2.2. This Agreement shall be interpreted and applied in accordance with the laws of the Republic of South Africa.

### 3. OFFER TO PURCHASE

3.1. The Purchaser hereby offers to purchase from the Seller, the Property, for the purchase price and on the terms and conditions herein contained. The document is intended to be signed first by the Purchaser and once signed by the Purchaser, shall be irrevocable and shall remain open for acceptance by the Seller for a period of 10 (ten) days. On the signature hereof by or on behalf of the Seller, a valid agreement of purchase and sale in terms hereof shall immediately come into full force and effect between the Seller and the Purchaser.

3.2. This Offer has been prepared in the English language. By his/her/its signature hereto, the Purchaser confirms that:

3.2.1. he/she/it has read the terms and conditions contained in this document.

3.2.2. all the terms and conditions contained in this document are fully understood by the Purchaser and that any term which the Purchaser may have found to be unclear have been properly explained to the satisfaction of the Purchaser prior to signature of this Offer by the Purchaser.

### 4. SUSPENSIVE AND/OR RESOLUTIVE CONDITIONS

4.1. This Agreement is subject to the suspensive condition that the Purchaser is granted a loan by a Financial Institution on customary terms and conditions within an initial period of 21 (Twenty One) days of the Date of Signature for the amount as stated in **clause (i) of the INFORMATION TABLE** or for a greater or a such lesser amount which the Purchaser may accept or apply for, provided that:

4.1.1. The initial period is subject to an automatic extension for a further period of 7 (Seven) days for the fulfilment of this condition (irrespective of whether such extension is communicated to either party) unless the Seller, at the Seller's sole option and discretion, advises the Purchaser in writing prior to the expiry of the initial period, that

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------

- the initial period is not extended;
- 4.1.2. The loan will be deemed fulfilled on the date a Financial Institution issues a written approval in principle or a quotation and/or pre-agreement statement for the amount of the loan required from a Financial Institution;
- 4.1.3. Unless otherwise agreed by the Seller, the Purchaser hereby irrevocably appoints the Mortgage Originator to apply on his behalf to any Financial Institutions for the loan finance, although the Purchaser remains liable to ensure all reasonable steps are taken to enable the loan to be granted as per this Agreement;
- 4.1.4. The Purchaser undertakes to provide all documents reasonably required for this application for loan finance to the Financial Institution on request of the Financial Institution or Mortgage Originator;
- 4.1.5. Failure by the Purchaser to take all reasonable steps to fulfil this suspensive condition shall constitute a material breach of this Agreement, entitling the Seller at his/her/its option to regard this suspensive condition as having been fulfilled in terms of the doctrine of fictional fulfilment;
- 4.1.6. The Purchaser shall be entitled to waive any suspensive conditions for his/her/its benefit in this Agreement by giving written notice to the Seller or the Conveyancing Attorneys;
- 4.1.7. If the Purchaser elects to waive the suspensive condition or accept or apply for a lesser amount as initially indicated, the Purchaser shall within 14 (Fourteen) days from date of demand therefor by the Conveyancing Attorneys, deposit in trust with the Conveyancing Attorneys the deficit between the amount applied for or accepted and the amount initially indicated;
- 4.1.8. If the loan is not approved through and due to no fault of the Purchaser, the sale shall lapse and be of no force and effect and the deposit paid by the Purchaser shall be refunded to the Purchaser with any disposable interest accrued thereon;
- 4.1.9. The Purchaser hereby warrants that he/she/it is aware of the credit, income and asset requirements of financial institutions when considering loans of the nature in question and warrants, as far as he/she/it is aware, that no circumstances exist which may prevent a Financial Institution from considering and approving such loan finance.
- 4.2. This Agreement may also be cancelled by the Seller by written notice to the Purchaser should the Seller, in consultation with the Developer, be of the opinion that insufficient sales of Units in the Proposed Development Scheme have been secured within 12 (twelve) calendar months from the Date of Acceptance. In the event of this Agreement being cancelled in terms of this clause, all

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------

amounts already paid by and retained on behalf of the Purchaser shall be refunded to the Purchaser inclusive of any disposable interest that may have accrued thereon.

## 5. PURCHASE PRICE AND PAYMENT

5.1. The Purchase Price for the Property shall be the amount as stated in **clause (ii) of the INFORMATION TABLE** and shall be paid as follows:

### 5.1.1. Reservation Deposit

A reservation deposit in the amount as required at the time that the Purchaser reserves the Property online or by other means with the seller, and which amount is to be retained by the Conveyancers in trust subject to and pending the registration of transfer of the Property.

**AND**

### 5.1.2 Purchase Deposit

A purchase deposit in an amount as stated in **clause (iii) of the INFORMATION TABLE**, to be deposited in trust with the Conveyancers, **Weavind & Weavind Incorporated, First National Bank Pretoria, Account number 62 705 797 788, Branch Code 250 655** for electronic payments (reference to be the words “**GHEART**” accompanied by the **Unit number**) which deposit shall, unless otherwise agreed to in writing by or on behalf of the Seller, be deposited within 14 (fourteen) days from Date of Acceptance, to be retained by the Conveyancers in trust subject to and pending the registration of transfer of the Property.

### 5.1.3 Further/Balance Cash Payment

The amount in cash as stated in **clause (iv) of the INFORMATION TABLE**, similarly to be deposited in trust with the Conveyancers, **Weavind & Weavind Incorporated, First National Bank Pretoria, Account number 62 705 797 788, Branch Code 250 655** for

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------

electronic payments (reference to be the words “**GHEART**” accompanied by the **Unit number**) within 14 (fourteen) days from date of written demand therefor by the Conveyancers, to be retained by the Conveyancers in trust pending the registration of transfer of the Property.

**AND/OR**

**5.1.4 Balance Bond Payment**

The amount as stated in **clause (v) of the INFORMATION TABLE**, payable by the Purchaser in full on registration of transfer of the Property, which shall be secured by acceptable bank guarantee(s) in favour of the Seller expressed to be payable on transfer of the Property, which guarantee(s) shall be issued and delivered within 14 (fourteen) days from date of written demand therefor by the Conveyancers.

5.2. The Purchaser hereby authorizes the Conveyancers, to the benefit of the Purchaser, to invest the amounts paid to and retained by the Conveyancers in terms of clauses 5.1.1, 5.1.2 and 5.1.3 above in an interest bearing trust account in terms of and subject to the provisions of section 86 of the Legal Practice Act 28 of 2014 with any recognized financial institution of the Conveyancer’s choice until the date of transfer, to be released to the Seller or its nominee subject to and on upon transfer of the Unit into the name of the Purchaser. Interest earned on the investment of such funds shall, subject to any permitted deductions, be paid to the Purchaser upon transfer of the Unit into the name of the Purchaser.

5.3. After Practical Completion as contemplated in clause 7, no part of the Purchase Price may be withheld or deducted by the Purchaser as retention or for any other reason. The Purchaser shall be obliged to take transfer of the Property and to pay or procure payment of the full balance of the Purchase Price against such transfer.

**6. TRANSFER AND COSTS**

6.1. The Property shall be transferred into the name of the Purchaser by the Conveyancers as soon as reasonably possible after the Purchaser has secured the Purchase Price in full as provided for in clause 5.1 above, subject to compliance with the provisions of clause 6.5 herein. The Purchaser undertakes to furnish all such information, sign all such documents and pay all such amounts as

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------

may be necessary or required by the Conveyancers in terms hereof.

- 6.2 The Seller shall pay all costs of transfer due to the Conveyancers which shall include VAT or Transfer Duty, whichever may be applicable. The Purchaser shall however remain liable to pay all bond registration costs inclusive of the valuation and initiation fees charged by the Financial Institution which may approve a loan for the Purchaser.
- 6.3 Prior to date of transfer the Purchaser shall not be entitled to make any alterations or additions to the Property, without the prior written consent of the Seller, which consent shall be at the Seller's sole and absolute discretion. The Purchaser may also not resell the Property prior to transfer thereof into the Purchaser's name.
- 6.4 The Purchaser acknowledges that the South African Revenue Services may insist that the Purchaser's tax affairs are in order before issuing the tax clearance certificate that is required for purposes of registration of transfer of the Property. The Purchaser warrants that the Purchaser's tax affairs are, or will, for purposes of the issuing the said tax clearance certificate, be in order.
- 6.5 The Purchaser acknowledges that it is not possible for the Seller to pass transfer of the Property to the Purchaser until such time as the Sectional Title Register for the Proposed Development Scheme is opened in terms of the Sectional Titles Act 1986. The Seller undertakes, within a reasonable time and at its expense, to take all steps as may be reasonably required to open the sectional title register for the Proposed Development Scheme.

## 7. COMPLETION OF UNIT

- 7.1. The Seller undertakes to complete the Unit in a good and workmanlike manner substantially in accordance with the Plans and in compliance with the Housing Consumers Protection Measures Act, 95 of 1998 and the National Building Regulations and Buildings Standards Act, 1977.
- 7.2. The Property will be deemed to have reached "**Practical Completion**" on the date which the Seller's nominated and appointed architect or quantity surveyor issues a certificate of practical completion, which is expected to be during or about **October 2024**. The Seller shall not incur any liability of whatsoever nature by reason of the Property not being ready for occupation on the estimated date referred to herein. The Practical Completion date shall under no circumstances be deferred or the Unit considered unsuitable for occupation by reason of any improvements, additions or alterations to be effected to the Unit by or at the request of the Purchaser.
- 7.3. At intervals during the completion of the Unit by the Seller, on-site meetings may be scheduled by the Seller and be attended between the Purchaser and representatives of the Seller for purposes of inspecting the progress of completion of the Unit.

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------



- 7.4. Following Practical Completion, the Seller undertakes, within 60 (sixty) days from being advised thereof, to repair:
- 7.4.1. Any defects in the fixtures and fittings in the Unit, a list of which the Purchaser undertakes to prepare and deliver to the Seller within 30 (thirty) days from Practical Completion;
  - 7.4.2. Any defects in the structure (foundations, brickwork, concrete and re-enforcing but excluding wall plaster and tiling) of the Unit of which the Seller is, within 12 (twelve) months from Practical Completion, advised in writing by the Purchaser;
  - 7.4.3. Any failure in the waterproofing of the Unit of which the Seller is, within 12 (twelve) months from Practical Completion, advised in writing by the Purchaser.
- 7.5. The Seller shall not under any circumstances be liable to the Purchaser for any defects, latent or patent, in the Unit or the Common Property of which the Seller is not advised within the time periods stipulated above.
- 7.6. Notwithstanding the Seller's obligations to effect repairs in terms of this clause 7, the Seller shall not be liable for any consequential damages arising from leakage such as damage to carpets, household goods, electrical appliances and the like.
- 7.7. If there is any dispute of any nature between the Parties arising from the provisions of this clause 7, the dispute shall be referred to the Architect appointed for the Proposed Development Scheme by the Seller, whose decision in respect of the dispute shall be final and binding on the Parties.

## 8. OCCUPATION

Provided the Purchaser has complied with his obligations in terms of this Agreement and unless otherwise agreed to in writing between the Parties, occupation of the Unit shall be deemed to have been given to and taken by the Purchaser on Date of Registration of the Unit in the name of the Purchaser. In the event of the Purchaser taking occupation of the Unit before Date of Registration:

- 8.1. the Purchaser shall be entitled to the use and enjoyment of the Common Property in the Proposed Development Scheme in conjunction with the owners, purchasers or occupiers of other properties in the Proposed Development Scheme.
- 8.2. Between the date of occupation and the date of registration of transfer of the Property, the Purchaser shall pay to the Conveyancer on behalf of the Seller, monthly in advance on the first day of each and every month, occupational rent in an amount equal to the percentage of the Purchase Price as stated in **clause (vi) of the INFORMATION TABLE**, irrespective of whether the Purchaser takes occupation of the Unit or not. Transfer of the Unit shall not be passed into the name of the Purchaser unless all amounts in respect of occupational rental have been paid to date of registration. The Purchaser will, for the months during which

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------

Practical Completion and/or registration of transfer occurs, only be liable for occupational rent on a *pro-rata* basis.

8.3. the Purchaser will be responsible for payment of the account for electricity and water consumed in respect of the Unit and any introductory amounts/fees which may be required and which are incidental to the utilization of the security facilities in the Proposed Development Scheme by the Purchaser or his representatives or occupiers.

8.4. the Purchaser shall be liable for the payment of interest on all arrears in respect of occupational rent calculated monthly in advance at the prime overdraft rate of the Seller's bankers from time to time. 8.5. irrespective of whether the sectional title register for the Proposed Development Scheme has been opened, the Purchaser undertakes to and shall strictly comply with all rules applicable to owners in the Proposed Development Scheme (management and conduct rules) as prepared by the Seller).

## 9. POSSESSION, RISK AND BENEFIT

9.1. Possession of and all risk and/or benefit in and to the Unit shall pass to the Purchaser on date of registration of transfer of the Unit, from which date the Property shall be deemed to have been "*delivered*" to the Purchaser as contemplated by the provisions of the Consumer Protection Act 68 of 2008. Save as for herein provided, the Unit/Property is sold *voetstoots* without any warranties whether express or implied.

9.2. If, prior to Practical Completion, the Unit is damaged or destroyed in such way that the Purchaser shall be deprived of beneficial occupation thereof for a period in excess of 3 months, either Party shall have the right by notice to the other to terminate this Agreement.

## 10. VARIATIONS AND ADDITIONS TO SCHEME/UNIT/PLANS

10.1. The Seller shall have the right, in its sole discretion, to vary the lay-out, extent and design of the buildings in the Proposed Development Scheme, provided the location and design of the Unit shall not vary more than 5% (five percent) from the estimated area as reflected on the Plans.

10.2. Should the Purchaser require different and/or additional fixtures, fittings and finishes to those referred to in the Plans, then the additional cost thereof (whether direct or indirect) as agreed with the Seller, is payable to the Seller on demand and prior to commencement of any work in respect thereof provided that such different and/or additional fixtures, fittings and finishes shall not be of a structural nature or be to the exterior of the Unit. The Purchaser acknowledges that the exterior of the Unit is part of the Common Property and that as such (save as provided in the Sectional Titles Act, No 95 of 1986 as amended by the Sectional Titles Schemes Management Act, No 8 of 2011, the

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------

Management Rules and these Conduct Rules) no owner, lessee or occupant may alter, damage, improve or add thereto in any manner.

10.3. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that the Seller shall be entitled to adapt or amend the Plans in any way which the Seller considers necessary:

10.3.1. to meet any requirements of the Seller's appointed Architect or the relevant Local Authority or to comply with any statutory provision;

10.3.2. to give effect to any changes in materials, finishes or fittings which the Seller considers to be appropriate or which may not readily available at the time due to shortage in supply of such materials, finishes or fittings, without in any way detracting from the quality of the works in question;

10.4. The Purchaser acknowledges that, by reason of different methods applied in measuring or designing the Unit, the plans prepared by the Seller's nominated Architect and Land Surveyor may consequently vary to some extent.

## 11. COMPANY TO BE FORMED / SUBSTITUTED PURCHASER

11.1. Should the Purchaser sign this Offer as trustee or agent for a legal person to be incorporated, he/she will be deemed that the signatory hereof has purchased the Unit in his/her personal capacity unless the legal person is incorporated within 30 (thirty) days from Date of Acceptance hereof and ratifies this Offer.

11.2. Should the Purchaser be a company, close corporation or trust, the signatory hereof warrants that he/she is duly authorized to act and sign on behalf of such company, close corporation or trust. The signatory hereby binds himself/herself as surety and co-principal debtor to the Seller for the due fulfilment of the Purchaser's obligations in terms hereof and hereby renounces all benefits arising from the legal exceptions of division, excussion and cession of claims.

11.3. In the event of there being more than one Purchaser, they will be jointly and severally liable to the Seller for the due fulfilment of all their obligations in terms hereof.

## 12. DOMICILIUM

12.1. The Purchaser chooses as his/her/its domicilium citandi et executandi [*the address for the delivery of notices and/or legal process in terms of this Agreement*] the physical address, fax number, postal or e-mail addresses set out in **Appendix "A"** hereto. The Seller chooses as his *domicilium citandi et*

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------

*executandi at 1000 Voortrekker Street, Thaba-Tshwane, Pretoria,;*

12.2. Any notice given in terms of this agreement shall be in writing and may only –

12.2.1. Be delivered by hand, in which event it shall be deemed to be duly received by the addressee on the date of delivery;

12.2.2. Be transmitted by email, in which event it shall, unless the contrary is proven, be deemed to have been received by the addressee on date of dispatch, and in which event it shall be deemed to be enforceable and binding on the recipient / addressee in terms of Sections

11(1) to 11(3) of the Electronic Communications and Transactions Act 25 of 2002 and be deemed to have been transmitted and received in accordance with the provisions of Section 23 of the Electronic Communications and Transactions Act 25 of 2002.

### 13. BREACH

13.1. If either Party is in breach of any terms or conditions hereof (the Defaulting Party) and fails to remedy such breach within 10 (ten) days of hand delivery or electronic mail to the domicilium address of a written notice given by the other Party calling upon the Defaulting Party to remedy such breach, then: 13.1.1. If the

Purchaser is the Defaulting Party, the Seller shall be entitled, without prejudice to any other rights he may have, to cancel this Agreement and retain as *rouwkoop* any sums paid or deposited by the Purchaser in terms hereof, or to enforce this Agreement and claim damages.

13.1.2. If the Seller is the Defaulting Party, the Purchaser shall be entitled to enforce this Agreement, or to claim such damages as he may have suffered.

13.1.3. Should there be a dispute as to the determination of the Defaulting Party, the Conveyancing Attorneys shall retain the Purchase Price already paid by and received from the Purchaser or balance thereof in Trust under its control until such dispute is resolved, either by agreement between the Purchaser and the Seller or by order of a competent court.

13.1.4. Any failure by the Purchaser to sign the necessary bond documents or provide the relevant Financial Institution considering a bond application with the required written information or pay bond costs timeously, shall constitute a material breach of this Agreement.

13.2. Notwithstanding anything to the contrary contained in this Agreement, the Purchaser will not be entitled to cancel this Agreement as a consequence of a breach of a warranty herein by the Seller unless the breach is a material breach.

### 14. CONSUMER PROTECTION ACT

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------

- 14.1 The Seller has made every effort to incorporate the Purchaser's consumer rights, as provided by the Consumer Act 68 of 2008, into this Agreement. In the event that any provision in this Agreement is found to contravene the Consumer Protection Act, the Parties agree that such provision shall be severed from this Agreement and be treated as if it were not part of this Agreement.
- 14.2 If this Agreement is signed as a result of direct marketing to the Purchaser by the Seller or its agents, the Purchaser may cancel this Agreement within 5 (five) business days after the Acceptance Date or within 5 (five) business days after date of registration of the Section in the name of the Purchaser.
- 14.3 If the Purchaser wishes to exercise the cooling-off right in terms of this Agreement, he shall: 14.3.1 Give written notice thereof to the Seller or the Seller's agents in the 5 (five) day period provided for herein; and
- 14.3.2 Return the Property, together with vacant occupation to the Seller within 10 (ten) business days following registration of transfer on the same basis as, and in the same condition in which, it was given to the Purchaser. The return of the Property shall at the Purchaser's risk and expense and shall include the cost of transfer (such as transfer duty or VAT, Conveyancing fees or other costs associated with the return of ownership of the Property).
- 14.4 In the event of the return of the Property as contemplated in Clause 14.3.2 above, the Purchaser shall also be liable to the Seller for any expenses necessary to restore and repair any damage to the Property.
- 14.5 Upon compliance with the provisions of Clause 14.4, all payments made by the Purchaser to the Seller will be refunded to the Purchaser within 15 (fifteen) business days, provided that the Seller may deduct such amounts that may be necessary for the restoration and repair of the Property as referred to above.

## 15. BODY CORPORATE

Pending the establishment of a Body Corporate as envisaged by section 2 of the Sectional Titles Schemes Management Act, 2011, the Seller shall be entitled/intends to:

- 15.1. make conduct rules for the use and enjoyment of the units in the Scheme and the Common Property;
- 15.2. enter the Property at all reasonable times or to authorise its agents or workmen so to enter, to inspect same or to carry out repairs;
- 15.3. exercise all the rights and powers which a Body Corporate would be entitled to exercise in terms of section 3 of the Sectional Titles Schemes Management Act, 2011 in respect of the building, the land

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------

and the owners and/or occupants of sections.

15.4. insure the buildings against such risks and for such amounts as it may in its sole discretion determine.

## 16. SCHEME PROVISIONS

16.1. The Purchaser agrees, acknowledges and hereby places on record his awareness 16.1.1. that the Seller may develop the Proposed Development Scheme by erecting sections at different stages and in one or more phases or part thereof, for purposes the Seller may be reserving a right of extension for this purpose under the provisions of Section 25(1) of the Sectional Titles Act, 1986, which right may be valid for a period of no less than 10 (ten) years.

16.1.2. that in the event of all the buildings and other parts in the Proposed Development Scheme not being completed on the date of Practical Completion, the occupiers of the Unit will have to endure inconvenience, noise, dust and at times possible risks caused by the building operations and the Purchaser shall have no claim whatsoever against the Seller resulting from the said inconvenience, noise, dust and/or risks.

16.1.3. that the Seller shall have the right to alter the plans or the Proposed Development Scheme for any reason which he deems necessary, provided that the Purchaser's rights shall not materially be influenced by such alteration.

16.1.4. that from date of registration of transfer of the Unit into the name of the Purchaser, the Purchaser shall automatically become a member of the Body Corporate of the Proposed Development Scheme, from which date the Purchaser shall become liable towards the Body Corporate for levies and/or other amounts which may be imposed from time to time by the Body Corporate in terms of the relevant provisions of the Sectional Titles Act, 1986 as amended by the Sectional Titles Schemes Management Act, 2011.

16.1.5. due to the diverse nature of planned usage of the Common Property in the Proposed Development Scheme, the Purchaser shall have no right of entrance to or the use of that section of the Common Property that remains uncompleted. The Purchaser shall further not be entitled to interfere with or to prohibit the erection of the additional buildings on the Common Property, other communal amenities, and carports in terms of this Agreement as depicted on the Plans.

16.1.6. The rules applicable to the owners in the Proposed Development Scheme (management rules and conduct rules) shall, at the time of the opening of the sectional title register, be substituted by rules substantially in the form of the rules prepared by the Seller for the

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------

Proposed Development Scheme (subject always to the provisions of the Sectional Titles Act, 1986 as amended by the provisions of the Sectional Titles Schemes Management Act, 2011), copies of which are available to Purchaser on request. The Purchaser acknowledges and is aware that the rules may still, prior to the opening of the sectional title register, be subject to amendments proposed or imposed in terms of the provisions of the STSMA or the Community Schemes Ombud Service Act 2011

16.2. At the option of the Seller, that Exclusive Use Areas have already been allocated or may still be allocated to the Unit in terms of Section 27 of the Sectional Titles Act, 1986, alternatively, Section 10(7) and 10(8) of the Sectional Schemes Management Act 8 of 2011.

16.3. The Purchaser agrees to accept transfer of the Property subject to

16.3.1. the conditions, reservations and servitudes contained or to be contained in the title deed of the Property.

16.3.2. such other conditions as are imposed by the Seller, the relevant Local Authority or any other competent authority for the Proposed Development Scheme.

16.3.3. The Plans and the rules applicable to the Proposed Development Scheme.

## **17. SECTIONAL TITLES ACT, 1986 AND SECTIONAL TITLES SCHEMES MANAGEMENT ACT, 2011**

17.1. All words and phrases contained in the Sectional Titles Act, 1986 as amended by the Sectional Titles Schemes Management Act, 2011 shall have corresponding meanings to such words and phrases which appear in this Agreement. Copies of the Sectional Titles Act, 1986 and the Sectional Titles Schemes Management Act, 2011 may on request be made available free of charge to the Purchaser prior to the signature hereof.

17.2. The sale of the Property shall be subject specifically to the provisions of the Sectional Titles Act, 1986 as amended by the provisions of the Sectional Titles Schemes Management Act, 2011 and in particular, the provisions regulating common servitudes, participation quotas, the existence of a body corporate, provision made for management and conduct rules for the Scheme which will be binding on the Purchaser.

## **18. MANAGEMENT AGENT**

It is recorded that the Seller shall have the sole right to appoint the initial managing agent for the Proposed Development Scheme. The managing agent shall be appointed for a minimum period of 12 (twelve) months from date of the Body Corporate having been established.

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------

## 19. CAPACITY OF THE PURCHASER

- 19.1. Should the Purchaser be married in community of property, he/she acknowledges that it will be a requirement for his/her spouse to countersign this Agreement as a party hereto;
- 19.2. In the event of there being more than one Purchaser, their liability shall be jointly and severally under this Agreement.
- 19.3. A person signing this Agreement for or on behalf of another party, hereby warrants and represents his/her authority to do so.

## 20. THE DEVELOPER

- 20.1. The Purchaser acknowledges that the Seller has nominated and appointed the Developer to attend to project management of the Proposed Development Scheme and the construction of all buildings and other related works in respect of the Proposed Development Scheme. The Developer will accordingly also be a Party to this Agreement.
- 20.2. The Developer warrants and agrees that it is registered as a home builder with the National Home Builders Registration Council as contemplated by the provisions of the Housing Consumers Protection Measures Act 95 of 1998.

## 21. ESTATE AGENT

Should an Estate Agent mandated by the Seller be the effective cause of the transaction between the Seller and the Purchaser in terms hereof, the Seller will be liable for the payment of commission owing to such Estate Agent in accordance with the terms and conditions agreed between the Seller and the Estate Agent concerned.

## 22. PERSONAL INFORMATION

Personal information may be processed, collected, used and disclosed in compliance with the Protection of Personal Information Act, 4 of 2013. Personal information may be used for the lawful and reasonable purposes in as far as the Estate Agent or Conveyancers (responsible parties) must use the information in the performance of their duties under and in terms of this Agreement. The Parties hereby give their consent to the Estate Agent and Conveyancers, in accordance with the provisions of the Protection of Personal Information Act, to process their personal information for all purposes related to the transaction set out in this

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------



Agreement.

## 23. SPECIAL CONDITIONS

Any special conditions to which this Offer may be made subject will be contained in a separate annexure to be attached hereto as **Appendix “D”**.

## 24. GENERAL

- 24.1. The Parties hereto bind themselves and submit to the jurisdiction of the Magistrate's Court having jurisdiction in terms of the provisions of Sections 45 and 28 of the Magistrate's Court Act no. 32 of 1944, as amended, in respect of any dispute or difference or legal process arising out of, or in connection with, this Offer to Purchase including action for payment of the purchase price, payment of estate agent's commission or eviction of the Purchaser from the Property, whether or not such action is within the present or future statutory jurisdiction of the said Court. In spite hereof, any party shall be entitled to institute action in the High Court having jurisdiction with regard to any dispute.
- 24.2. This Agreement, together with its annexures, reflects the intention of the Parties and constitutes the entire agreement between the Parties. No other terms, conditions, stipulations, undertakings, representations or warranties shall be of any force or effect, save as expressly included herein. No variation of, addition to, consensual cancellation or amendment of this Agreement, and no waiver by either party shall be of any force or effect unless reduced to writing and signed by the Seller and the Purchaser or their authorised agents.
- 24.3. No latitude, extension of time or other indulgence which may be given or allowed by the Seller to the Purchaser in respect of any of its obligations in terms of this agreement shall constitute a waiver, abandonment or novation of the Seller's rights in terms hereof.

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------

This Offer is signed by the Purchaser on \_\_\_\_\_ 20\_\_\_\_ and is irrevocable until acceptance thereof by the Seller, upon which a valid agreement of purchase and sale in terms hereof shall immediately come into full force and effect.

\_\_\_\_\_ By/for the  
**PURCHASER By Purchaser's Spouse / Second Purchaser**

Accepted at PRETORIA on \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_ For the **SELLER**

Signed at PRETORIA on \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_ For the **DEVELOPER**

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------

**APPENDIX “A”**
**DETAILS OF PURCHASER / PURCHASER’S REPRESENTATIVE**

DETAILS REQUIRED	PURCHASER		SPOUSE	
Full Names				
Identity/Reg Number				
Date of Birth (if applicable)				
Place of Birth (if applicable)				
Contact Telephone No’s				
Residential				
Business				
Cellular No.				
Fax No.				
E-mail Address				
How Married?	In Community of Property		Antenuptial Contract	
Where Registered			Number	
Country of Marriage				
If Married Woman – give previous Surname				
Residence Permit Number		Foreign Passport Number		
Present Address (domicilium)				
Future Address				
Postal Address			Code	

PURCHASER	SELLER	CONTRACTOR	WITNESS
-----------	--------	------------	---------