

FOUNTAIN VIEW

OFFER TO PURCHASE A SECTIONAL TITLE UNIT

I/We, the undersigned the PURCHASER(S), offer to purchase the under mentioned property from the Seller on the terms and conditions as set out in this offer as a binding agreement:

Details of Purchaser/Applicant/Suretor/Director/Member/Trustees

Surname:
Full Names:
ID no:
Date of Birth:
Marital Status:
Type of Marriage:
- ANC or COP
- Other
Tax No:
Occupation:
Employed by:
Period of Service:
Postal Address:
Residential address:
(also Domicilium)
Contact details: Cell: Office:
Fax: Home:
E-mail:
If (Pty) Ltd or CC or Trust :
Name:
Reg no: Vat no: Tax no:

(hereinafter referred to as THE PURCHASER)

This offer will not be accepted if the above information is not completed.

The PURCHASER takes note of the fact that the SELLER (as described more fully hereunder) will submit, or will have already submitted an application for the approval of a development scheme with regard to the PROPERTY (as described in more fully hereunder) in accordance with a Sectional Plan as required by the Sectional Title Act, Act 95/1986, as amended (hereinafter referred to as THE ACT), and hereby offers to purchase the following unit:-

UNIT

- (a) PROPOSED SECTION/UNIT NO in the scheme known as **FOUNTAIN VIEW** on the property and building/s situated in the proposed Township **ERAND GARDENS X 64,**
- (b) Unit Type
- (c) Parking bay no.
- (d) An undivided share in the common property in the scheme apportioned to the said proposed Section in accordance with the participation quota as endorsed on the said proposed Sectional Plan;

(hereinafter referred to as THE PROPERTY)

FROM

UNIQUON WONINGS (PTY) LTD

Reg no 99/01441/07

Vat no 4120182201

herein represented by HENDRIK JOHANNES JACOBUS BENDEMAN / MARTHINUS THEUNIS STEYN BOTHA, duly authorised there to by virtue of a Resolution;

(hereinafter referred to as THE SELLER)

1. PURCHASE PRICE

- 1.1 The Purchase Price is the amount of R VAT inclusive, payable as follows:-
 - 1.1.1 R as a cash deposit within 14(fourteen) days after the acceptance of this offer, payable to COUZYNN HERTZOG & HORAK INC (CENTURION), which amount shall not be held in trust pending registration of transfer, but shall be invested at ABSA BANK LIMITED in terms of Clause 1.3. hereof; Should this condition be unfulfilled after the period stated, this agreement shall automatically and immediately without any further notice lapse.
 - 1.1.2 The balance of the Purchase Price (without retention) in the amount of R in cash against registration of the property into the name of the PURCHASER, which amount is to be secured by way of acceptable bank guarantees or final grant not later than 28 (twenty eight) days from the date of signing by the PURCHASER. The said guarantees or final grant shall be payable free of exchange at CENTURION to the SELLER and/or his nominees against registration of transfer; Should this condition be unfulfilled after the period stated, this agreement shall automatically and immediately without any further notice lapse.
- 1.2 Transfer of the PROPERTY shall only be effected by the Attorneys COUZYNN HERTZOG & HORAK INC. once the full purchase price has been paid or once it has been secured by guarantee/s in terms of Clause 1.1.2 hereof;
- 1.3 Any payment in terms of this agreement shall be invested on call, in terms of the Attorneys Act, Act No. 53 of 1978, to the advantage of the PURCHASER up to date of registration or transfer. All interest on the investment shall be for the benefit of the PURCHASER.

2. **BOND**

2.1 This offer and the acceptance thereof is subject to the suspensive condition that the PURCHASER be able to obtain final written proof of approval of a mortgage bond over the property in the amount of R not later than 21 (TWENTY ONE) days after signature hereof by the PURCHASER. Should this condition be unfulfilled after the period stated, this agreement shall automatically and immediately without notice lapse and the parties will have no rights or obligations against each other, with the exception of any occupation interest due which amounts shall immediately be due and payable. The deposit or a part thereof shall be used for such purpose.

Signature by PURCHASER as confirmation X.....X

2.2 Only the SELLER and/or his nominated agents can and will immediately apply for the mortgage bond finance at the Seller's bond originator of choice (presently Better Bond). The PURCHASER hereby authorises, irrevocably, the SELLER and his nominated agents to lodge such application for finance as well as to sign the necessary documentation on behalf of the PURCHASER. The purchaser undertakes to provide, on request, all information required by the financiers within 10 days to the Bond Originators contact person Isabel Lourens 078 865 6549 / 012 809 0262/3

Signature by PURCHASER as confirmation X.....X

2.3 It is hereby recorded that the SELLER will receive an introductory commission on all bond applications granted. Should the PURCHASER for whatever reason not accept a mortgage bond from the SELLERS nominated bond originator, but makes use of any other financier, then the purchaser shall pay all costs related to the bond registration.

2.4 The PURCHASER confirms that he will be able to afford the monthly repayment of the said loan.

2.5 To comply with the suspensive condition for a mortgage bond, the Final Grant by the financier must be unconditional and lodged with the nominated transferring Attorney.

3. **POSSESSION, OCCUPATION AND OCCUPATIONAL RENT**

3.1 Possession of the PROPERTY shall be given to the PURCHASER on the date of occupation referred to in Clause 3.2 below, or on the date of registration of transfer, whichever is the earlier, and from such date all benefits and risks of ownership in respect of the PROPERTY shall pass to the PURCHASER. The BODY CORPORATE or PURCHASER undertakes to insure the property from the date of registration.

3.2 Occupation of the property shall be given to the PURCHASER on:

3.3 **Date:**

Signature by PURCHASER as confirmation X.....X

from which date the PURCHASER shall be obliged to take occupation. From date of registration of the PROPERTY, the PURCHASER shall be responsible for all municipal rates, taxes, imposts and fees levied against the PROPERTY.

If occupation is taken before date of registration of the transfer, the PURCHASER shall pay occupational rent to the SELLER for the period from date of occupation to date of registration, at an amount, as set out below or pro-rata for any portion thereof. This amount shall be payable monthly in advance by the PURCHASER to the SELLER or the SELLER'S nominees.

Occupational Rent

Amount:

Signature by PURCHASER as confirmation X.....X

The SELLER shall not be obliged to give occupation to the PURCHASER if his/her finances as provided in this agreement are not in order.

- 3.3 The PURCHASER further undertakes that if occupation is taken before registration of transfer he shall in no manner detract from the value of the PROPERTY. This specifically includes all structural changes to the PROPERTY.
- 3.4 The SELLER shall not be held liable by the PURCHASER if occupation is not given to the PURCHASER due to delays beyond the SELLER'S control, which includes the following:
- 3.4.1 delays caused by rain
 - 3.4.2 delays caused by labour unrest;
 - 3.4.3 delays caused by sub-contractors not doing the work appointed to them or not completing the work;
 - 3.4.4 delays caused by *vis major*;

In such circumstances the PURCHASER shall accept occupation on such date as the SELLER is able to give the PURCHASER occupation. The PURCHASER shall, however, have the right to resile from this Agreement after having given the SELLER 1 (ONE) month's written notice of his intention to do so-should the SELLER not be able to give the PURCHASER occupation within a period of 3 (THREE) months after the date specified in Clause 3.2 hereof or such extended date as provided for above

- 3.5 The PURCHASER shall have no claim against the SELLER for failure to give occupation due to delays mentioned in Clause 3.4
- 3.6 In the event of a dispute arising in connection with the question whether the unit has been sufficiently completed for occupation purposes, the parties hereby agree to accept the ruling of the Architects, whose ruling shall be final and binding upon the parties. The PURCHASER undertakes to notify the SELLER within 7 days from date of occupation, whether a dispute regarding the completion of the unit for occupation purposes, will arise.
- 3.7 The PURCHASER undertakes to notify the SELLER within 1 (one) month from date of occupation of any defects in the property. The SELLER undertakes to rectify such defaults within a reasonable time. The determination of the defaults as well as the rectification thereof shall be done according to normal building practices.
- 3.8 The SELLER guarantees that they will rectify any defect of a patent or a latent nature, in respect of the sub structure, super structure and the roof structure for a period of 5 years from date of occupation or registration whichever is the earliest.
- 3.9 The SELLER shall endeavour to transfer the unit as soon as possible after the occupation date as stated in this agreement but not later than three months after the occupation date.

4. EXISTING CONDITIONS OF TITLE

This sale is effected subject to the terms and conditions set out in or to be endorsed upon the Sectional Plans, and in the Rules which are to be registered or as they are already registered in respect of the scheme as envisaged in terms of Section 35 of the Act, as well as existing conditions of title;

5. LEVIES

The PURCHASER is obliged to pay levies and other costs due and payable to the BODY CORPORATE from date on which the Body Corporate comes into existence, which levies shall be determined according to the provisions of the Act. In the event of the PURCHASER taking occupation after the coming into existence of the Body Corporate, he shall be liable for the levies and other costs due and payable from date of registration of transfer into his name.

The levies will be calculated by the Managing Agent in terms of the participation quota's as calculated by the Land Surveyors and set out in the Land Surveyors General Plan and the PURCHASER shall be bound by that.

The estimated levies as provided by the Sales Agent is only an estimate and guide and is subject to revision by the final calculation of the Managing Agent and approval by the Trustees (Body Corporate).

6. **ATTACHMENTS**

- 6.1 The parties agree that the following fixtures are included in the sale: electric stove, electric geyser, floor covering, built-in cupboards, curtain rails and light fittings;
- 6.2 The SELLER shall install the electric stove on the date of occupation in order to prevent theft thereof;

7. **AGENTS COMMISSION**

- 7.1 The SELLER shall be liable to pay agent's commission, as per the Heads of Agreement with the Agency, once the PROPERTY is registered into the name of the PURCHASER;
- 7.2 The PURCHASER confirms that he was introduced to the SELLER and the property byof the firm who is the effective cause of this agreement

8. **VOETSTOOTS**

The PROPERTY is sold –

- 8.1 Voetstoots in accordance with the Sectional Plan and the participation quota endorsed thereon with the opening of the Sectional Title Register, or as they are endorsed already, and any amendments or adjustments thereto from time to time in accordance with the terms of the Act and without any warranties express or implied, the SELLER shall not be liable for any patent or latent defects. Should the extent of the Section or of the PROPERTY differ from that which is contained in the title deed or sectional plan or any amendment thereto, the SELLER shall not be liable for any shortfall or be entitled to any compensation for any surplus;
- 8.2 Subject to all the conditions and Regulations of the Act;
- 8.3 The PURCHASER acknowledges that this is not a building contract and that he is purchasing a completed unit. The PURCHASER shall not have the right to interfere in any way with the building operations of the SELLER'S employees. He shall also have no right to retention. This Clause is also applicable in the case of the bank holding back any retention amount out of its own accord or on request of the PURCHASER.
- 8.4 The SELLER undertakes to erect the unit according to the general building standards as set by Financial Institutions and/or a show house if one exists. The unit will be registered at the NHBRC;
- 8.5 Should a dispute arise or be declared, such dispute shall be resolved by an Arbitrator appointed by the Developer. The costs in respect thereof shall be borne by the unsuccessful party. Pending the outcome of the dispute, the PURCHASER shall be obliged to pay the outstanding amount to the Conveyancer who shall hold it in trust.

9. **COST**

- 9.1 The SELLER shall pay all transfer fees including VAT, transfer duty (if applicable), stamp duty and all costs directly or indirectly related to the transfer of the property on demand. The Seller shall not be liable to pay the valuation fee charged by the banks if applicable.
- 9.2 The PURCHASER is obliged to show up at the offices of the conveyancers handling the transfer within 7 days after being requested to do so, in order to sign the transfer documents. If the PURCHASER fails to sign all the documents required by the transferring Attorney within the 7 day period, he shall be held liable and hereby undertakes to pay interest calculated at a rate of 18% per annum calculated on the full purchase price for the period over and above the said 7 days.

| |
|---|
| Signature by PURCHASER as confirmation X.....X |
|---|

- 9.3 If the conveyancing attorneys do not handle the registration of the mortgage bond, the PURCHASER shall be personally liable for the mortgage bond registration costs;
- 9.4 The SELLER shall be liable to pay the mortgage bond registration costs only if the mortgage bond was applied for through the SELLERS nominated bond originator. (refer par 2)

9.5 In the event of the SELLER issuing summons against the PURCHASER, the PURCHASER shall be liable to pay the legal costs of the SELLER on the scale of attorney and client, which shall include tracing fees. The PURCHASER shall also be liable for collection commission on amounts collected, which commission shall be 10% of the amount together with VAT thereon, so collected and shall not exceed the maximum commission amount of R399 (including VAT) per payment.

10. CANCELLATION CLAUSE

If the PURCHASER fails to –

- 10.1 Make any payments punctually on due date; or
- 10.2 Comply punctually with any other provision of this agreement; and should remain in such default 7 (SEVEN) days after despatch by the SELLER of written notice (by fax or other means), demanding proper performance, the SELLER shall be entitled without any further notice:-
 - 10.2.1 To Claim the full purchase price (or the balance thereof) in terms of this agreement together with interest of prime plus 2% per annum as from the date of the PURCHASER'S DEFAULT, without prejudice to any claim for damages which he may have against the PURCHASER; or alternatively
 - 10.2.2 To cancel this agreement. In the event of cancellation for whatever reason the SELLER shall be entitled to resume immediate possession of the property and to eject the PURCHASER and/or persons occupying it. Should the sale be cancelled in terms of this Clause, the PURCHASER shall forfeit all payments to the SELLER in terms of this agreement as liquidated damages. Alternatively, the SELLER shall be entitled to claim damages from the PURCHASER in lieu of the liquidated damages referred to above;
- 10.3 Should the SELLER or his authorized agent hand over a written notice, in respect of which an acknowledgement of receipt is obtained, claiming compliance of his obligations in terms of this agreement within 7 (SEVEN) days after receiving same, the provisions of Clause 10.2 will apply mutatis mutandis;
- 10.4 Should this contract be cancelled by agreement, the PURCHASER shall remain liable for the costs incurred which costs can not be recovered from a subsequent PURCHASER. The PURCHASER shall also be liable for occupational interest for the period during which the property is unoccupied. The deposit or a part thereof shall be used; for such purpose.
- 10.5 Should the sale be cancelled after complying with par 2.1 due to the failure of the Purchaser in carrying out any of the obligations hereunder, the Purchaser shall be liable to the Seller for payment on demand of a cancellation fee of 5% of the selling price, as wasted costs.

Signature by PURCHASER as confirmation X.....X

11. JURISDICTION

The parties hereby consent to the jurisdiction of the Magistrate's Court for any action arising from the Deed of Sale, the cancellation thereof or the occupation of the PROPERTY.

12. SEVERAL PARTIES

Should there be more than one PURCHASER to this agreement, such PURCHASER'S shall be jointly and severally liable for the due observance of all the terms and conditions of this agreement.

13. STATUTORY RESTRICTIONS

The SELLER warrants that Section 10 of the Act is not applicable to the transaction;

14. **PERSONAL LIABILITY**

If the PURCHASER is acting as a Trustee for a Trust, Director or Shareholder of a Company or a member of a CC, he shall be personally liable, together with the PURCHASER and binds himself personally as surety and co-principal debtor in solidum for the proper fulfilment of all obligations of the Company / Close Corporation or trust.

15. **DOMICILIUM AND ADDRESS FOR NOTICES**

15.1 **Address for court notices (issued by the court)**

The PURCHASER hereby chooses as his/its domicilium citandi et executandi for the service of all notices and or processes which may follow directly or indirectly form this agreement at the following address:- (NB must be a street address not a P.O.Box)
As stated on page one as the residential address

15.2 **Postal/Fax address for correspondence and notices**

The PURCHASER hereby chooses, for all correspondence and notices that may follow directly or indirectly from this agreement the following postal or fax address.
As stated on page one of this agreement

15.3 The SELLER hereby chooses as its domicilium citandi et executandi for the delivery of all notices and processes which may follow directly or indirectly form this agreement, the following address of the transferring Attorney: -

COUZYN HERTZOG & HORAK INC
ATT. JAN KRUGER
TEL. NO. 012 663 3056
FAKS NO. 012 663 4181
E-MAIL: jan@couzyn.co.za

16. **THE RIGHT TO EXTENSION / PHASE DEVELOPMENT**

The PURCHASER acknowledges the fact that: -

- 16.1 The intention of the SELLER is to develop a Sectional Title Scheme in more than one phase on the property and that the Seller shall impose conditions in accordance with Section 25 (1) of the Act. This clause acts as a revealing of the PURCHASER'S right in this regard as well as his right in accordance with Section 25(14) of the Act. In as far as consent may be needed, the PURCHASER hereby consents thereto and this agreement is regarded as such consent; The PURCHASER acknowledges the fact that: -
- 16.2 The unit hereby sold forms part of a Sectional Title Development Scheme consisting of residential units and carports. It is the intention of the SELLER to extend the scheme to **224 units**;
- 16.3 Application can be made to the Local Authority for further erection of buildings in respect of the different phases;
- 16.4 The SELLER shall have no right to any exclusive use areas allocated to the unit in terms of the Sectional Plan (should any such area be allocated)
- 16.5 The SELLER has the right to: -
- 16.5.1 Determine the sequence of construction of the buildings in the following phases;
- 16.5.2 Elect not to proceed with any of the successive phases of the scheme at any stage;
- 16.5.3 Reduce the total units in the following phases, (if he chooses to) to which the PURCHASER hereby agrees;
- 16.5.4 Change or amend the Site Plan at his own discretion should circumstances necessitate it;
- 16.5.5 Amend the numbers of the units envisaged herein;
- 16.5.6 Amend the design or any structure of any building forming part of subsequent phases at his own discretion.
- 16.6 If any consent or document by the Surveyor General or the Registrar of Deeds be necessary in order to implement the right to extension coupled with the phase development, the PURCHASER consents thereto and this agreement becomes an

irrevocable power of attorney to the SELLER to sign such documents on behalf of the PURCHASER (if applicable);

- 16.7 Should any part of the property be expropriated by any state institution before the date on which the last unit has been transferred, only the SELLER shall be entitled to the compensation for the expropriation and the scheme shall be laid out on the remaining portion of the property;

17. **MANAGING AGENTS AND INSURANCE COMPANY**

- 17.1 The SELLER will appoint a managing agent who will act as same for a period of 3 years after the date of institution of the juristic person.
- 17.2 The Seller will appoint the insurance company to insure the buildings who will act as insurer for a period of 3 years after the date of institution of the juristic person.

18. **ALTERATIONS**

- 18.1 The PURCHASER shall at no stage have the right to change the external appearance of the PROPERTY without the written consent of the Body Corporate and only after date of registration of transfer.

19. **GENERAL**

- 19.1 In the event of a part of this agreement being found invalid in such a manner that the remaining portion can be seen as a coherent and valid contract on its own, such latter part shall be accepted as a valid and binding contract between the parties;
- 19.2 If the description of the PROPERTY is incorrect or incomplete, the contract shall not be invalid, for such reason but the description of the property according to the Title Deed, shall be accepted by the parties as the correct property description;
- 19.3 The annexure to this agreement shall be deemed to form part of this agreement for all purposes and any deficiency therein shall not materially affect the validity of this agreement.
- 19.4 **The Purchaser take note that the unit is currently rented out and the Purchaser shall take-over the lease agreement.**
20. This offer is irrevocable for fourteen days from date of signing by the PURCHASER and shall be binding on its acceptance thereof, irrespective whether notice thereof has been given to the PURCHASER;
21. The parties acknowledge that as a result of changes in the Transfer Duty Act / VAT Act no transfer duty receipts/exemption will be issued by SARS unless the parties' tax affairs are in order.
The PURCHASER herewith undertakes to ensure that his tax affairs are in order.
The PURCHASER hereby authorizes the seller to obtain a tax clearance in this regard and hereby undertakes to complete the SARS TCC 001, (if requested) in order to obtain same on date of signature of this agreement.
- Should the seller not be able to obtain such clearance within 30 days from date of signature of this agreement, or should it transpire at any later stage before transfer that a clearance cannot be obtained, the seller shall be entitled, but not obliged, to cancel this agreement in his sole and absolute discretion. The seller hereby undertakes to keep any information in this regard confidential.
22. The PURCHASER confirms that he has read this agreement and understands the contents hereof.
23. The SELLER will transfer the property to the PURCHASER. In the event of a re-sale by the PURCHASER, this second transaction will only be able to be effected after the registration of the first transfer in the Deeds Office. Under no circumstances will re-sales be registered simultaneously with the first transfer.

- 24. If the PURCHASER is a legal person (Company or Close Corporation) or a trust, the PURCHASER warrants or guarantees that the said legal person or trust is already in existence and does have the capacity to contract at date of signature.
- 25. **LOCALITY AND SIZE**
The PURCHASER acknowledges that he is aware of the location, size, finishes, boundaries and condition of the property.
- 26. **ENTIRE AGREEMENT**
 - 26.1 The SELLER is not bound by and is not responsible for any representations other than those set out in this agreement;
 - 26.2 No indulgence or waiver on the part of the SELLER shall detract from this agreement or prejudice the SELLER'S rights hereunder;
 - 26.3 The PURCHASER acknowledges that he has acquainted himself with all the relevant facts which may have influenced the conclusion of this agreement and that the SELLER shall not be liable for any failure to disclose any matter that falls within his knowledge;
 - 26.4 This is the full and final contract between the parties. No amendment, variation or cancellation of this agreement shall be of any force or effect unless it is reduced to writing and signed by both parties hereto.
- 27. By signing this agreement the Purchasers herewith authorise the Seller or his nominee's to do a credit check including a ITC report.

SIGNED AT ON THIS DAY OF.....

**1.....
WITNESS**

.....
PURCHASER

**2.....
WITNESS**

SIGNED AT ON THIS DAY OF.....

**1.....
WITNESS**

.....
SELLER

**2.....
WITNESS**