



JOHANNESDAL VILLAGE

DEED OF SALE (INCORPORATING BUILDING AGREEMENT)

Deed of sale entered into by and between:

JOHANNESDAL VILLAGE DEVELOPMENT (PTY) LTD

REGISTRATION NUMBER: 2022/418693/07

(herein represented by Hermanus Carel du Toit
who warrants that he is authorised to act herein)

Address: 20 Cotillion Place
22 Techno Road
Techno Park
Stellenbosch

Tel. No: 021 880 0684

E-mail:

(hereinafter referred to as the Seller)

and

REGISTRATION/ID NUMBER: _____

Address: _____

Tel. No: _____

E-mail: _____

whose full and further particulars appear on Annexure A

(hereinafter called the Purchaser)

PREAMBLE:

WHEREAS the Seller is the owner of Remainder Portion 1 of the Farm 1202, in the Stellenbosch Municipality, Division Paarl, Western Cape Province, in extent 2,8987 hectares; (“the Land”)

AND WHEREAS the Seller is establishing a residential development known as Johannesburg Village on the said Land (“the Development”);

AND WHEREAS the Purchaser is desirous of purchasing a property in the Development from the Seller who has undertaken to erect a dwelling on the property;

AND WHEREAS the Seller is desirous of selling the said property and erecting a dwelling on the property subject to the terms and conditions of this Deed of Sale.

NOW THEREFORE the parties agree as follows:

1 DEFINITION & INTERPRETATION

1.1 In this agreement, including the preamble hereto, unless the context otherwise indicates:

1.1.1 "Agent" means the Agent mandated by the seller to market and sell the property in the residential development on the land;

1.1.2 “Architect” means Jan Booysen Architect;

1.1.3 "Association" means Johannesburg Village Home Owners Association to be incorporated and approved in terms of Section 29 of the Stellenbosch Municipality: Land Use Planning By-Law (2015), as amended;

1.1.4 “Builder” means the company to be contracted by the Seller;

1.1.5 “Building plans” means the floor plans, elevations and sections as per annexure C;

1.1.6 “Building Price” means the building price payable by the Purchaser to the Seller for the works in instalments at various stages of completion of the dwelling as more fully set out in clause 4;

- 1.1.7 "Business day" means Mondays to Fridays excluding public holidays;
- 1.1.8 "By-Law" means the Stellenbosch Municipality: Land Use Planning By-Law (2015) as amended;
- 1.1.9 "Competent Authority" means the Stellenbosch Municipality, relevant authorities and any other statutory body having authority in respect of this Agreement;
- 1.1.10 "Completion Certificate" means the Completion Certificate issued by the Seller's Architect, following the issue of an Occupancy Certificate, which certificate shall be final and binding;
- 1.1.11 "Completion Date" means the date on which the Completion Certificate is issued by the Seller;
- 1.1.12 "Conveyancers" means the Seller's Attorneys;
- 1.1.13 "CPA" means the Consumer Protection Act 68 of 2008 and any amendments thereto;
- 1.1.14 "Development" means the own title residential development known as Johannesdal Village to be developed on the Land, substantially in accordance with and as indicated on the Site Development Plan attached hereto as Annexure B and which Land has been subdivided into erven;
- 1.1.15 "Dwelling" means the residential house to be constructed by the Builder on the property for and on behalf of the Purchaser;
- 1.1.16 "Erf" means the erf purchased in terms hereof, situated in the Municipality Stellenbosch, Division Paarl, Western Cape Province, as indicated on the Schedule of Details attached hereto as Annexure A;
- 1.1.17 "Land" means Remainder Portion 1 of Farm 1202, in the Municipality Stellenbosch, Division Paarl, Western Cape Province, in extent 2,8987 hectares;
- 1.1.18 "Land Surveyor" means the land surveyor appointed to act as such from time to time by the Seller and includes any member of his firm.
- 1.1.19 "Occupancy Certificate" means the Certificate that the Competent Authority issues

confirming that the Works have been completed substantially in accordance with the Building Plans and the Dwelling is fit for occupation as a residence;

- 1.1.20 "Plan" means the General Plan approved by the Surveyor General office;
- 1.1.21 "Prime rate" means the rate of interest charged by FIRST NATIONAL BANK or its successors in respect of overdrafts to its most favoured customers from time to time, a certificate by any manager or accountant (whose appointment it shall not be necessary to prove) of any branch of the said bank shall be conclusive proof of the prime rate from time to time;
- 1.1.22 "Property" constitutes an Erf as indicated on the Plan attached hereto;
- 1.1.23 "Purchaser" means the Purchaser as more fully described in Annexure A;
- 1.1.24 "Purchase Price" means the purchase price payable by the Purchaser to the Seller in consideration for the property and dwelling, as more fully set out in clause 4;
- 1.1.25 "Rezoning conditions" means the conditions issued by the competent authorities when approving the, subdivision and rezoning of the land;
- 1.1.26 "Seller" means Johannesburg Village Development (Pty) Ltd (Registration No 2022/418693/07);
- 1.1.27 "Seller's Attorneys / Attorneys " means Miller Bosman le Roux Inc, Parc Du Links, 9 Niblick Way, Somerset Mall, Somerset West, ref G Hill with email grant@mblh.co.za/ natalie@mblh.co.za;
- 1.1.28 "Signature date" means the date upon which the agreement is signed by the Seller;
- 1.1.29 "Transfer date" means the date of registration of transfer of the property into the name of the Purchaser in the Deeds Office Cape Town;
- 1.1.30 "Trust Account" means the trust account of the Seller's attorneys which details are set out in clause 4;
- 1.1.31 "VAT" means Value Added Tax at the applicable rate in terms of the Value Added Tax Act no 89 of 1991 or any amendment thereto;

- 1.1.32 "Works" means all the activities which are required to be undertaken to erect a residential dwelling unit on the property for purposes of handover to the Purchaser;
- 1.2 Words importing the singular shall include the plural, and *vice versa*, and the words importing the masculine shall include the feminine and neuter genders, and *vice versa*, and words importing persons shall include partnerships, trusts and bodies corporate, and *vice versa*.
- 1.3 Reference to "this agreement" means this agreement and all the annexures.
- 1.4 The head notes to the paragraphs in this agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.5 This agreement shall include all annexures hereto, including (but not limited to):
- | | |
|-------------|--|
| ANNEXURE A: | Schedule of Purchasers details |
| ANNEXURE B: | Site Development Plan |
| ANNEXURE C: | Floor plans, elevations and sections; |
| ANNEXURE D: | Finishing schedule |
| ANNEXURE E: | Johannesdal Village Homeowners Association |
- 1.6 Unless specifically otherwise provided any number of days prescribed shall include Saturdays, Sundays and public holidays.
- 1.7 The rule of interpretation that an agreement will be interpreted against the party responsible for the drafting and any similar rules of interpretation shall not apply to this agreement and the parties waive any rights they have to rely on such rules.
- 1.8 This agreement shall be binding on the estates, heirs, executors, administrators, liquidators, trustees or assigns of the parties as fully and effectually as if they had signed this agreement in the first instance and reference to any party shall be deemed to include such party's estate, heirs, executors, administrators, trustees, assigns or liquidators, as the case may be.
- 1.9 This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

2 THE APPLICATION OF THE CPA TO THIS AGREEMENT AND SEVERABILITY

- 2.1 For purposes of this agreement, the Seller is acting in the ordinary course of business. If the purchaser is a natural person or an entity with an annual turnover or asset value of less than R 2 000 000,00 (Two Million Rand) at the time of entering into this agreement, then the Consumer Protection Act applies to this transaction. Therefore, where it is necessary to comply with the Consumer Protection Act certain clauses in this agreement has been highlighted in order to draw the Purchaser's attention thereto.**

Purchaser is a consumer

Yes

(kindly tick appropriate box)

No

- 2.2 All clauses in this agreement are separate and several from each other and shall each be capable of standing on their own. Any provisional clause of this agreement which is or become un-enforceable or illegal or void may be removed or severed from this agreement as if it never formed part of this agreement while the remaining provisions of clauses shall continue to operate and be of full force and effect.**

3 SALE

The Purchaser hereby purchases and the Seller hereby sells the property and undertakes to erect a dwelling as more fully described in Annexure A, B, C and D.

4 PAYMENT OF PURCHASE PRICE FOR THE PROPERTY AND DWELLING

- 4.1** The purchase price for the property, excluding the building price, will be the sum as set out in the Schedule of Details annexed hereto as Annexure A, which amount is inclusive of VAT.
- 4.2** A deposit shall be paid into the Trust Account within 14 (fourteen) days of the Signature date as per the Schedule of Purchasers Details annexed hereto as Annexure A.
- 4.3** The balance of the purchase price for the property, excluding the building price, shall be paid in cash against registration of transfer of the property into the name of the Purchaser.
- 4.4** The Purchaser shall, within 30 (thirty) days of from being called upon to do so by the Conveyancer, provided that the Suspensive Condition set out in clause 23, if

applicable, has been fulfilled or waived, as the case may be, deliver to the Seller and/or the Conveyancers an irrevocable guarantee or guarantees payable at Cape Town issued by a bank or other financial institution reasonably acceptable to the Seller and/or the Conveyancers for payment of the purchase price of the property and the dwelling or balance of the purchase price in accordance with the provisions of this Agreement. Such guarantee shall be expressed to be payable against written notification from the Conveyancers of the release of the property from all existing mortgages over the land, registration of transfer of the property in favour of the Purchaser and registration of the mortgage bond (if any) and shall not be subject to any other conditions.

- 4.5 The Conveyancer is hereby irrevocably authorised and required to invest any cash amount received from the Purchaser in terms of clause 4.2 and 4.13 in an investment account at First National Bank as contemplated in Section 86(4) of the Legal Practice Act No. 28 of 2014. The Purchaser is specifically referred to section 86(5) directing that 5% of the interest earned and that accrued to the Purchaser must be paid to the Legal Practice Fidelity Fund by the relevant financial institution and 6% plus VAT and cost of the interest earned and accrued to the Purchaser must be paid to the Conveyancers for administering the investment. No amount will be invested until the Purchaser has complied with the provisions of the Financial Intelligence Centre Act, 38 of 2001.
- 4.6 In the event of the rate at which VAT (currently 15%) is chargeable being amended after the date of signature hereof by the Purchaser and in circumstances in which the amended rate will apply to this transaction, then the purchase price shall be adjusted accordingly, the intention being that the seller shall receive and retain the same amount after payment of VAT regardless of the rate at which VAT is payable.
- 4.7 All payments shall be made to the transferring attorneys Miller Bosman le Roux Hill Inc. and may be directly deposited into their Trust Account:

FIRST NATIONAL BANK

Account Number: 6223-681-5786
 Branch: Somerset West
 Branch code: 200-512
 Reference: Erf no _____ Johannesburg

In the event of such a direct deposit, confirmation thereof must be emailed to their offices for the attention of Grant Hill: grant@mblh.co.za and Natalie Gouws: natalie@mblh.co.za. All costs in this regard shall be for the account of the Purchaser and all payments made in terms of this Agreement, shall be made free of bank exchange and

costs, and without any deduction or set-off whatsoever to the Conveyancers.

4.8 The building price shall be the sum referred to in the Schedule of Details attached hereto as Annexure A.

4.9 The building price for the works shall be payable by the Purchaser to the Seller in instalments at various stages of completion of the dwelling as set out below:

4.9.1 In the event of no mortgage finance (as referred to in Clause 23.1) being required by the Purchaser, payment of the Building price shall be as follows:

4.9.1.1 The first instalment equivalent to 20% (twenty percent) of the Building price shall be paid on completion of the ground floor slab;

4.9.1.2 The second instalment equivalent to 25% (twenty five percent) of the Building price shall be paid on completion of the first floor slab;

4.9.1.3 The third instalment equivalent to 25% (twenty five percent) of the Building price shall be paid on completion of the roof;

4.9.1.4 The fourth instalment equivalent to 20% (twenty percent) of the Building price shall be paid on completion of cupboards, electrical wiring and plumbing;

4.9.1.5 The final instalment equivalent to 10% (ten percent) of the Building price shall be paid on completion of the Dwelling in all respects in accordance with the floor plans and specifications annexed hereto as Annexure C and D, but prior to the date of occupation or tendered occupation, provided that the Purchaser shall not be entitled to take occupation of the dwelling until such time as the final instalment has been paid.

4.9.2 In the event of the Purchaser requiring Mortgage finance as referred to in the Schedule of Details as attached hereto as Annexure A and such mortgage bond being granted, payment shall be made by way of progress payment draws as determined by the relevant Bank or Financial Institution.

4.10 The Purchaser hereby irrevocably undertakes to sign all necessary progress payment application forms, made payable to the Seller, upon being requested to

do so by the Seller or the Conveyancers. The Purchaser accordingly hereby cedes to the Seller his right to receive payment of such progress payment draws.

- 4.11 In the event of the final payment draw being less than the balance of the dwelling price the Seller will require the Purchaser to pay such shortfall immediately.**
- 4.12 As provided for in clause 4.4 hereinbefore, the Purchaser shall furnish the Seller with an irrevocable guarantee issued by a registered commercial bank for the due payment for the price of the dwelling.**
- 4.13 Alternatively to 4.4 and 4.12 above, the Purchaser shall be entitled to pay into the trust account of the Seller's attorneys the balance of the purchase price of the property and the price for the dwelling, to be held by such attorneys in an interest bearing trust account, interest to accrue for the benefit of the Purchaser until the date upon which payment of the relevant amounts to the Seller as contemplated in clause 4.9 hereinbefore. The Purchaser shall irrevocably authorize the attorneys to release from the funds so received the payments due to the Seller in terms of the provisions of this agreement.**
- 4.14 In the event of the Purchaser financing or part financing the purchase price of the property and the Dwelling by way of a loan from a Financial Institution, the Purchaser specifically acknowledges that it will be responsible for payment of interest on the aforesaid loan from date of registration of the bond and undertakes in favour of the Seller to ensure such interest is timeously paid in terms of the Loan Agreement between the Purchaser and the Financial Institution. In the event that the Purchaser requires that such interest is financed by the required mortgage bond referred to in clause 23 hereunder, the Purchaser undertakes to ensure the mortgage bond application makes provision for the Purchaser's such requirements.**
- 4.15 The Purchaser hereby acknowledges that he is aware that no monies can be invested as provided for herein until such time as the information required in terms of clause 6.2.3 is furnished to the Attorneys.**

5 POSSESSION, OCCUPATION AND RISK

- 5.1 The Seller shall give the Purchaser possession and vacant occupation of the property on date of transfer from which date the purchaser shall be liable for a pro**

rata share of any assessment rates and/or other proprietary charges payable in respect of the property. The Purchaser is aware that such assessment rates might only be received some time after registration of transfer.

- 5.2 The Purchaser shall upon the request of the Attorneys discharge the sums that are payable under the preceding clause.**

6 TRANSFER OF THE PROPERTY

- 6.1** The transfer of the property shall be given and taken as soon as reasonably possible after the Competent Authority has issued a rates clearance certificate in respect of the property to the Seller for transfer purposes and on condition that the Purchaser has complied with all of his obligations in terms of the Agreement.

- 6.2** The Purchaser shall on request of the Seller's attorneys:

- 6.2.1 sign all such documentation as may be required to give effect to the implementation of this Agreement;

- 6.2.2 pay all costs of and incidental to the registration of transfer, which shall include, but not be limited to, conveyancing fees determined at the guidelines tariff of the Law Legal Practice Council of South Africa, Deeds Office fees and general disbursements including any VAT due and payable on the aforesaid.

- 6.2.3 Provide all documentation requested by the Sellers Attorneys in order to comply with the Financial Intelligence Centres Act No 38 of 2001 as amended.

- 6.3 The Purchaser shall have no claim against the Seller arising from any delays encountered in the passing of transfer of the property. However, should the Seller be unable to pass transfer to the Purchaser within two years of date of signature of this agreement then the Purchaser may cancel this sale in writing and reclaim any deposits or monies paid in terms hereof.**

- 6.4 In the event that the Purchaser in any way delays transfer of the property, the Purchaser shall, subject and without prejudice to any other right or remedy which the Seller might have, with effect from the date and certified by the Seller's attorneys, pay to the Seller:**

6.4.1 interest at prime rate on the purchase price of the property and dwelling; and

6.4.2 pro rata rates and taxes and levies and other proprietary charges in respect of the property.

6.5 The Purchaser shall be liable for all wasted costs of the Conveyancers arising from the preparation of the transfer and bond documentation should this agreement be cancelled by the Purchaser or the Seller due to a breach on the part of the Purchaser.

7 VALUE-ADDED TAX ACT, 1991 (ACT NO 89 OF 1991)

7.1 It is recorded that the Seller is a vendor for purpose of this transaction and that the sale of the property in terms of this Agreement constitutes a taxable supply as contemplated in the Value-Added Tax Act, and that value-added tax is payable at the current rate from time to time in respect thereof.

7.2 It is specifically recorded that the purchase price and building price includes value-added tax.

8 VOETSTOOTS, EXTENT, TITLE AND OTHER CONDITIONS

8.1 The Seller does not furnish any explicit or tacit guarantees in regard to the property other than that it is a property in a residential development and fit for the construction of a residential dwelling thereupon. The Purchaser acknowledges that he was not persuaded into entering this agreement by any representations made to him by the Seller or any representative of the Seller other than what is contained in this agreement.

8.2 The property is sold as it stands and was viewed by the Purchaser and the Seller gives no warranties, express or implied, as to patent or latent defects.

8.3 The Seller shall not be required to point out the beacons and the boundaries of the property and the Purchaser shall have no claim against the Seller arising from any variations between the boundaries and beacons from those depicted on the plan.

8.4 In the event that the Consumer Protection Act 68 of 2008 does not apply to this transaction it is hereby recorded, despite any provisions to the contrary, that the preceding clauses will not apply and that the property is sold voetstoots to the Purchaser. The Purchaser

shall have no claims of any nature against the Seller for any defects in the property.

8.5 This sale is further subject to all such conditions and servitudes as are mentioned and/or referred to in the Seller's Title Deed to the property and all such conditions and servitudes imposed by the Seller and/or the relevant authorities, when approving the site development and general plan and the consolidation, subdivision and rezoning as contemplated herein.

8.6 The Purchaser acknowledges he shall be bound to:

8.6.1 all the conditions of approvals as imposed by all relevant authorities in approving the, subdivision and rezoning as contemplated herein;

8.6.2 the Constitution of the Association, Rules, By-laws, Architectural and Landscape Designs or any other policy or conduct guidelines which may be imposed in respect of the construction of a residential dwelling on the property (as per Annexure E).

9 BREACH

9.1 If either party commits a breach of this Agreement and/or fails to comply with any of the provisions hereof, then the aggrieved party shall give 10 (ten) business days' notice in writing to the defaulting party to remedy such breach and/or failure and if the defaulting party fails to comply with such notice, then the aggrieved party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which it may have in law, including the right to claim damages:

9.1.1 to cancel this agreement and to retain any deposit paid as liquidated damages; or

9.1.2 to claim immediate performance and/or payment of all the obligations of the party in default in terms hereof.

9.2 Any payments due in terms of this Agreement not discharged on the due date shall bear interest at a rate equal to the prime bank overdraft rate. Interest as aforesaid shall be calculated from the due date of the payment until the date upon which the payment is discharged.

10 ADDRESS FOR NOTICE PURPOSES

- 10.1 The parties choose the address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from this Agreement at:

Seller: c/o Miller Bosman Le Roux Hill Inc., Parc du Links, 9 Niblick Way
Somerset West, 7130
Contact number: 021 840 8000
Email: grant@mblh.co.za
Purchaser: As per Schedule of Details attached hereto as Annexure A

- 10.2 The parties shall be entitled from time to time, by written notice to the other to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or post restante.

- 10.3 Notice given and any payment made by a party to any of the other ("the addressee") which:

- 10.3.1 is delivered by hand to a responsible person at the addressee's domicilium for the time being, shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the first Business Day following the date of delivery;

- 10.3.2 sent by e-mail to the address chosen by the party concerned, in which event it shall be deemed to have been received, unless the contrary is proved within 24 (twenty-four) hours of transmission.

- 10.4 Notwithstanding the provisions of clauses 10.3.1 and 10.3.2 in the event that a written notice or any process is actually received by a party, such receipt shall be valid for all purposes under this agreement notwithstanding that it was not received at a party's chosen domicilium.

11 JOHANNESDAL VILLAGE HOME OWNERS ASSOCIATION

- 11.1 **The Purchaser acknowledges that a Home Owners Association known as Johannesburg Village Home Owners Association (Association) will be constituted in terms of Section 29 of the Stellenbosch Municipality: Land Use Planning By-Law (2015), and that the Constitution has been submitted to the Stellenbosch Municipality for approval prior to registration of transfer, and may be subject to change, a copy of which is attached hereto as Annexure E.**

- 11.2** It is recorded that the Association will be established for the benefit of all owners of property within the Development, the main function and purpose of which is the promotion, advancement and protection of the communal interests of all owners of properties within the Johannesburg Village and the acquisition and maintenance of all common areas including private roads, private open spaces and other like areas and facilities within the Johannesburg Village.
- 11.3** In order to enable the Association to fulfil the function for which it has been created, the Purchaser by his signature to this Agreement hereby agrees that membership of the Association shall automatically be granted to him on registration of transfer and hereby acknowledges being bound by the provisions of the Constitution of the Association.
- 11.4** Accordingly, the Purchaser shall become a member of the Association against transfer of the property and agrees to remain a member for as long as the Purchaser is the registered owner thereof.
- 11.5** The Purchaser acknowledges that he shall be liable for the payment of levies to the Association, the estimated levy being as per the Schedule of Details attached hereto as Annexure A.
- 11.6** The Purchaser acknowledges and agrees that he may not pass transfer of the property unless he obtains a Clearance Certificate from the Association (against payment of such fee as the Association may charge) that all amounts owing by the Purchaser to the Association have been paid or satisfactorily secured and that the Purchaser has complied with all his obligations in terms of the Association's requirements. The Purchaser acknowledges and agrees that he shall not be entitled to the consent and such Clearance Certificate as may be required for purposes of transfer unless he has complied with all such obligations as aforementioned.
- 11.7** The Purchaser acknowledges that, subsequent to the Completion Date, but prior to the submission of any other plans to the relevant authorities for the erection of any structures or for any alterations, modifications or renovations in the future to the property, such plans shall first be submitted to the Association for approval and the Purchaser shall be liable for the costs incurred and fees imposed by the Association, in respect of such approval.
- 11.8** It is an express and material term of this Agreement that the Purchaser shall not

be entitled in any manner to transfer his property unless:

- 11.8.1 the provisions as provided for in this clause 11 have been complied with;
- 11.8.2 the proposed transferee has bound himself to the satisfaction of the Association to become a member of the Association upon transfer of the property to him and that upon registration of the transfer of the property into the name of the transferee, the transferee shall automatically become a member of the Association;
- 11.9 The Seller shall register a title deed condition against the property in terms of which the property shall not be transferred without the written consent of the Association first having been obtained certifying that the provisions of its Constitution have been complied with.

12 GENERAL PROVISIONS

- 12.1 No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all parties to this Agreement or their duly authorised representatives.
- 12.2 This document contains the entire Agreement between the parties and neither party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.
- 12.3 No indulgence, leniency or extension of time which any party ("the grantor") may grant or show to any other party, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- 12.4 Should there be more than one Purchaser being party to this Agreement, the Purchasers' liability will be joint and several.
- 12.5 The Seller hereby records that to the Seller's best knowledge and belief there are no Listed Invasive Species mentioned in terms of the Regulations to the National Environmental Management: Biodiversity Act 10 of 2004 upon the Property. It is however recorded that as the Seller is not sufficiently qualified to identify such Species, that the Purchaser accepts the risk inherent in purchasing the Property with any listed invasive Species which might be thereon.
- 12.6 The parties warrant that their Tax Affairs with SARS are up to date to enable the

issuing of a transfer duty exemption receipt.

13 JURISDICTION

Any legal proceedings instituted by the Seller against the Purchaser may at the option of the Seller be instituted either in the High Court or in a Magistrate's Court having jurisdiction irrespective of the amount and this clause shall be deemed to constitute any consent in writing required by any relevant law for the purpose of conferring jurisdiction upon the court chosen by the Seller.

14 AUTHORIZATION

The person signing this Agreement of behalf of the Purchaser, warrants his/her authority to represent the Purchaser herein.

15 BUILDING ON THE PROPERTY

15.1 The Seller undertakes to erect a dwelling on the property in a proper and workmanlike manner substantially in accordance with Annexures C & D. The Seller will supply all material and labour required for the Works.

15.2 In as much as the Seller has contracted with the Builder to complete the works the Builder shall sign the contract in order that they are a party to the agreement *vis-à-vis* their relation to the Seller.

16 COMMENCEMENT AND COMPLETION

16.1 It is recorded that the Purchaser shall hand possession of the Property to the Seller on the transfer date to enable the Seller to commence and complete the construction of the dwelling to be erected on the Property.

16.2 The Seller shall be entitled to retain possession of the Works until all amounts owed to the Seller under this Agreement and under any other agreement or arrangement between the Seller and the Purchaser in connection with the Works have been paid and all obligations of the Purchaser in terms of this Contract have been fulfilled.

16.3 The Seller shall commence the Works on registration of transfer or as soon thereafter as possible, provided that the Seller shall not be obliged, at its election,

to commence the Works until:

- 16.3.1 The Purchaser has furnished adequate security to the Seller's satisfaction for the building price which shall be payable in accordance with clause 4 hereinabove; and**
- 16.3.2 All necessary plan and other approvals, consent or other authority required under any law (including any statute, ordinance, by-law and/or regulation) have been obtained.**
- 16.4 The Seller shall endeavour to complete the Works by the date mentioned in the Schedule of Details attached hereto as Annexure A but within 9 months of date of registration of transfer.**
- 16.5 If the commencement or completion of the Works is delayed for any cause whatsoever, the Purchaser shall not have any claim against the Seller for damages or otherwise.**
- 16.6 In the event that the commencement or completion of the works is delayed by a period of 6 months or more the Seller has the right to increase the building price by a percentage to be determined by a registered Quantity Surveyor appointed by the Seller whose determination shall be final and binding on the parties.**
- 16.7 The Seller shall give to the Purchaser not less than 20 days' notice in writing of the anticipated completion date of the works, provided, however, that the Seller shall, after having given the Purchaser notice as contemplated aforesaid, be entitled to postpone the completion date by giving further notice to the Purchaser to this effect within 21 days after dispatch by the Seller of the first notice mentioned herein.**
- 16.8 The Completion date of the Works shall be verified by the Completion certificate.**
- 16.9 For purposes aforesaid, the occurrence of any one of the following shall constitute the Completion Date of the Works:**
 - 16.9.1 The date of formal handing over of the keys to the Dwelling by the Seller to the Purchaser and the signing by the Purchaser of a handing-over certificate in acknowledgement thereof; or**
 - 16.9.2 the date of the issuing of a certificate signed by the Seller's Architect stating that the Works have been satisfactorily completed,**

whichever of these dates shall be the earliest.

- 16.10** Notwithstanding anything elsewhere provided for in this agreement all amounts owing in terms of this agreement which have not already been paid in terms of the provisions of this agreement shall be forthwith payable on the completion date.
- 16.11** The risk in the Works shall pass wholly and entirely to the Purchaser as from the completion date.
- 16.12** The Purchaser shall, within 30 (thirty) days of receipt of the Completion certificate notify the Seller in writing of all or any material faults or defects in the dwelling, failing which the Purchaser shall be deemed to have accepted the dwelling in good order and condition. The Seller shall accordingly be relieved of its obligations in terms of this clause if the Purchaser fails to notify the Seller during the aforesaid period of any faults or defects.
- 16.13** Within a reasonable time of receiving such written advice, the Seller shall cause all or any reasonable repairs as notified by the Purchaser to be effected as soon as is reasonably possible during normal working hours.
- 16.14** A certificate issued by the Seller's Architect stating that any defects for which the Seller is liable in terms of this clause 16 have been made good, shall be final and binding on the parties and shall relieve the Seller from any further obligations whatever in respect of any such defect. Any installation work carried out by the Purchaser is expressly excluded from this clause.

17 SITING OF THE DWELLING AND OTHER BUILDINGS

- 17.1** Should it for any reason in the Seller's sole discretion be required, the Seller shall be entitled to make the necessary changes where it is necessary to alter the siting of either the dwelling house or other buildings or both from the positions shown on the site layout and drawings forming part of the annexures hereto, subject to the condition that any additional costs incurred in making these alterations shall be borne by the Seller.
- 17.2** The Purchaser shall have no claim of whatsoever nature or howsoever arising against the Seller for damages as a result of a change of or an error in the siting of the dwelling house or other buildings or both.

- 17.3 The Purchaser undertakes to co-operate with the Seller and to provide all information necessary for the due completion of the Works.**

18 VARIATIONS

Should the Purchaser, after signature of this agreement, require that any aspect of the Works be varied and/or any extra work be carried out by the Seller, then such request shall be made in writing whereupon the Seller may (but is not obliged to) submit a written quotation in respect of the cost of such variations/extras. On signature of the quotation by the Purchaser this agreement will be deemed to be accordingly varied. All costs arising from such variations/extras, including but not limited to the professional team's costs preparing the quotation etc, shall be paid by the Purchaser to the Seller prior to the Builder proceeding with such Works.

19 BUILDING ACTIVITIES AND PHASING OF SERVICES

- 19.1 The Purchaser acknowledges that the building activities to be carried out on the properties forming part of the Development, may result in the Purchaser suffering inconvenience due to, amongst other, dust, noise and other inconveniences associated with building activities.**
- 19.2 The Purchaser shall have no claims against neither the Seller nor the Builder arising from the building activities to be carried out on properties forming part of Johannesburg Village and no claims against the agents nor the Johannesburg Village Home Owners Association or the Association itself.**

20 WARRANTY OF QUALITY

Notwithstanding anything to the contrary, it is recorded:

- 20.1 that the Seller is a 'producer' as defined in the CPA and that the Property and Dwelling are sold with an 'implied warranty of quality' as provided for in section 56 of the CPA being a warranty that the Property and Dwelling complies with the requirements and standards contemplated in section 55 of the CPA which section 55 provides that the Purchaser has a right to receive the Property on the basis that**

–

- 20.1.1** it will be reasonably suitable for the purposes for which it is generally intended;
- 20.1.2** it is of good quality, in good working order and free of any defects;
- 20.1.3** it will be usable and durable for a reasonable period of time, having regard to the use to which the Property and Dwelling would normally be put and to all the surrounding circumstances of its supply except to the extent that the dwelling has been altered after having left the control of the Seller.
- 20.2** It is however (as provided for in section 55(6) of the CPA) recorded that:
- 20.2.1** the Purchaser has been expressly informed that the Property and Dwelling is offered to the Purchaser in the condition as it stands with certain patent (visible) defects and possible latent (invisible) defects and;
- 20.2.2** that the Seller has allowed the Purchaser a reasonable opportunity to examine the Property and that the Purchaser has carefully inspected the Property and hereby expressly agrees to accept the Property in the condition that it stands, provided the dwelling is erected in a workmanlike fashion and in substantially in terms of Annexure C & D. (Purchaser to sign 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).

Purchaser signature

In the event of a dispute as to whether the dwelling shall have been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications the matter shall be referred to the Architect which Architect, acting as expert and not as arbitrator, shall determine whether the dwelling has 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 dwelling shall have been erected in a workmanlike fashion and in substantially in terms of the attached plans and specifications. If the said Architect, after his first inspection, determines that the dwelling has been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications the Purchaser shall pay his costs, otherwise his costs shall be paid by the Seller.

20.3 In terms of the provisions of section 13(2) of the NHBRC Act the Seller gives the following warranties enforceable by the Purchaser against the Seller in any court namely that –

The dwelling to be constructed in terms of this Agreement –

20.3.1.1 shall be constructed in a workmanlike manner;

20.3.1.2 shall be fit for habitation; and

20.3.1.3 shall be constructed in accordance with –

20.3.1.4 the NHBRC Technical Requirements to the extent applicable to the dwelling at the date of enrolment of the dwelling with the Council; and

20.3.1.5 the Building plan and Schedule of Standard Specifications and Finishes annexed hereto;

20.3.2 the Seller shall –

20.3.2.1 subject to the limitations and exclusions that may be prescribed by the Minister, at the cost of the Seller and upon demand by the Purchaser, rectify major structural defects in the dwelling caused by the non-compliance with the NHBRC Technical Requirements and accruing within a period of five years as from the Completion Date, and notified to the Seller by the Purchaser within that period;

20.3.2.2 rectify non-compliance with or deviation from the terms, Building plans and Schedule of Standard Specifications and Finishes as attached hereto or any deficiency related to design, workmanship or material notified to the Seller by the Purchaser within a period of three months as from the Completion Date; and

20.3.2.3 repair roof leaks attributable to workmanship, design or materials occurring and notified to the Seller by the Purchaser within 12 months as from the Completion Date.

21 ARCHITECTURAL DESIGN GUIDELINES AND MARKETING MATERIAL

- 21.1** The Architectural Design Guidelines for the Development has been lodged at the Competent Authority for approval as an Annexure to the Constitution of the Development, a copy of which is attached hereto marked Annexure E. The Seller reserves the right to make changes to such guidelines as it deems necessary from time to time. The parties record that compliance with such Architectural Design Guidelines is obligatory.
- 21.2** The submission of Building plan and Specifications and Finishes for all alteration/ improvements on the property, including all such details as the Association may require, shall be subject to the Constitution and Conduct rules. The Association shall have absolute discretion in approving or refusing to approve such plans and specifications while the decision of the Association or its nominated representative shall be final. It is specifically understood that no building work may commence on the property before and until the Purchaser shall have received the Association's prior written approval to the Purchaser's plans and specifications.
- 21.3** The Seller and/or the Association will not be bound by any brochures or sales information which may have been released by the Seller and/or through its agents, except as may specifically be recorded in this Agreement, or by any suggestions, recommendations or information in those documents as to design, construction, architectural requirements, colour schemes, or materials for the proposed dwelling house to be constructed by the Seller on the property.

22 COMMISSION

- 22.1** The Seller shall pay to _____ the commission, which will be at a rate as agreed upon between the parties arising out of this transaction provided that:
- 22.1.1** this Agreement is signed by both the Seller and the Purchaser and all suspensive conditions as may be contained in the sale agreement have been fulfilled; and
- 22.1.2** the full deposit has been paid to the Seller as per clause 4.2 of this Agreement; and
- 22.1.3** transfer of the property into the Purchaser's name takes place.
- 22.2** The Purchaser warrants that the property and/or the development and/or the Seller were

not introduced to the Purchaser by any entity other than the agents defined in clause 1.1.1 and as far as the Purchaser is aware, no other person or entity has any claim in respect of agent's commission arising out of this transaction, and if any other person or entity has a claim the Purchaser shall be liable for payment of such a person or entity's commission.

23 SUSPENSIVE CONDITION - LOAN

This sale is subject to the following suspensive condition:

23.1 The Purchaser obtaining approval of a loan in the amount as set out in the Schedule of Details attached hereto as Annexure A or such lesser amount as the Purchaser will accept within 30 days of signature hereof. This condition will be deemed to have been fulfilled upon the issue to the Purchaser of a written grant for a loan by a Financial Institution, whether or not such grant is conditional or not and whether or not accepted by the Purchaser.

23.1.1 The Seller and or its selling agent has the right to submit an application for a loan for and on behalf of the Purchaser who hereby undertakes to sign and furnish all documentation required to give effect hereto.

23.1.2 The Seller may in its sole discretion extend the period set out in clause 23.1 for such a further period as he deems fit.

23.2 In the event that the suspensive conditions not being met timeously then the contract shall lapse and be of no further force and effect and the Purchaser shall be refunded the deposit (less the Reservation fee, if applicable) together with any interest that has accrued thereon.

24 PURCHASERS COOLING OFF RIGHT

24.1 This clause is only applicable if the Purchaser is a consumer, as referred to in clause 2.1

24.2 If the sale agreement is signed as a result of direct marketing to the Purchaser by the Seller or his agent (direct marketing means that the Seller's agent first approached the Purchaser either in person, by ordinary mail or by electronic communication with regard to the sale of this property), the Purchaser may then in this event cancel this

agreement within 5 (five) business days after it was signed.

24.3 The Purchaser records that he was introduced to the property through one of the following:

24.3.1 Newspaper advertisement;

24.3.2 Recommendation by a person other than the Seller or his agent;

24.3.3 The purchaser first approached the Seller or his agent;

24.3.4 The Seller or his agent first approached the Purchaser by ordinary mail, email, sms or in person;

24.3.5 Other;
(circle which is applicable)

24.4 If the Purchaser wishes to exercise the cooling off right, he must:

24.4.1 give written notice thereof to the Seller or his Agent in the 5 (five) day period provided for in clause 24.2;

24.5 If the Purchaser has given notice as per clause 24.4.1 upon compliance with clause 24.5, all payments made by the Purchaser to the Seller will be returned to the Purchaser within 15 business days.

25 COMPLIANCE CERTIFICATES

The Seller shall provide the Purchaser on or before the Completion Date with the following certificates:

25.1 Electrical Certificate of Compliance from an accredited electrical contractor in terms of the regulations of the Occupational Health and Safety Act, 85 of 1993.

25.2 Gas Certificate of Compliance or Certificate of Conformity for the existing gas installation, be it piped or cylinder, issued by an authorized person as defined in the Pressure Equipment Regulations 2009 under Section 43 of the Occupational Health and Safety Act 85 of 1993.

26 ACKNOWLEDGEMENT

- 26.1.1 The Purchaser acknowledges that it is aware that the Seller shall develop and market the Johannesburg Village Development in phases (as the Seller deems fit). The Purchaser hereby acknowledges that it may be exposed to such associated activities which may result in a degree of inconvenience and specifically agrees not to interfere with or obstruct the Seller from proceeding with the Development in phases or to lodge an objection with any competent authority in respect of any such phased development;**
- 26.1.2 the Seller will be erecting dwellings on the Land surrounding the Property which may block or otherwise interfere with the views from the Property and the Purchaser specifically agrees that he shall have no right to object to the construction of any dwelling or other structure which blocks or otherwise interferes with the views, as aforesaid, nor will he have a claim for diminution in value of the Property arising out of any interference with the views from the Property by reason of the construction of any such dwellings and/or structures.**
- 26.2 In addition to the aforesaid acknowledgements, the Purchaser hereby accepts and agrees that it will be exposed to the aforesaid activities which may result in a degree of inconvenience.**
- 26.3 The Purchaser acknowledges that he understands that the Seller makes no representations regarding the aforementioned development and that the purpose of the inclusion of the aforementioned clauses into this Agreement is merely in order to bring potential inconvenience to the Purchaser's attention, and the Seller shall not be obliged or bound to proceed with the uncompleted phases of the Development but may do so in stages or phases and within periods in the Seller's sole discretion.**
- 26.4 The Purchaser hereby waives any claim of any nature against either of the Seller, its agents, employees and officials from any liability or responsibility to the Purchaser or any other person, claiming through it by way of subrogation or otherwise, for any loss or damage to the Purchaser's property or the property of any of its visitors, agents, employees, representatives or invitees as a result of the activities contemplated in this clause 26.1 above, regardless of how such loss or damage may occur, provided that the waiver in this clause shall not apply if such**

damage or loss may have been caused by the gross negligence of the Seller, its agents employees or officials.

27 PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013

The Seller is committed to processing personal information in accordance with the Act and confirms that only the information required for the purpose of concluding and executing this agreement is requested. Information supplied will be processed by the Seller and shared with the professionals involved in the transaction, including but not limited to the Conveyancing attorneys, the mortgage originators (if applicable), SARS, Competent Authorities, the Association, managing agent and the Deeds Registry or any other third-party.

28 OFFER TO PURCHASE

This document, once signed by the Purchaser, shall constitute an "Offer to Purchase" made by the Purchaser to the Seller, which offer shall be open for acceptance by the Seller within 14 (fourteen) days reckoned from the date of signature thereof by the Purchaser.

SIGNED by the Parties hereto on the dates and places hereinafter set forth.

BY THE SELLER

at _____ on _____ 2025.

SELLER

If Seller is a Company, Close Corporation or Trust

Name of Signatory: _____

Designation of Signatory: _____

WITNESSES:

1. _____

2. _____

BY THE PURCHASER

at _____ on _____ 2025.

PURCHASER

If Purchaser is a Company, Close Corporation or Trust

Name of Signatory: _____

Designation of Signatory: _____

WITNESSES:

1. _____ 2. _____

BY THE BUILDER

at _____ on _____ 2025.

BUILDER

If Builder is a Company, Close Corporation or Trust

Name of Signatory: _____

Designation of Signatory: _____

WITNESSES:

1. _____ 2. _____

ANNEXURE A

SCHEDULE OF DETAILS

THE PROPERTY	
ERF NUMBER	
MEASURING	

PURCHASER - INDIVIDUAL		
SURNAME		
FIRST NAMES		
IDENTITY NUMBER		
TELEPHONE NUMBERS	WORK	
	HOME	
	CELLULAR	
ELECTRONIC MAIL		
PHYSICAL ADDRESS		
MARITAL STATUS	SINGLE / OUT OF COMMUNITY OF PROPERTY / IN COMMUNITY OF PROPERTY / MUSLIM RITES	
DATE OF MARRIAGE		

PURCHASER SPOUSE DETAILS (IF MARRIED IN COMMUNITY OF PROPERTY)	
SURNAME	
FIRST NAMES	
IDENTITY NUMBER	

PURCHASER – CORPORATE ENTITY		
NAME		
REGISTRATION NUMBER		
TELEPHONE NUMBERS	WORK	
	HOME	
	CELLULAR	
ELECTRONIC MAIL		
PHYSICAL ADDRESS		

BUILDER		
NAME		
REGISTRATION NUMBER		
TELEPHONE NUMBERS	WORK	
	HOME	
	CELLULAR	
ELECTRONIC MAIL		
PHYSICAL ADDRESS		

PROPERTY PURCHASE PRICE (INCLUDING VAT)	
NUMERALS	
WORDS	
DEPOSIT PAYABLE WITHIN 14 DAYS OF SIGNATURE	
NUMERALS	
WORDS	
DWELLING BUILDING PRICE (INCLUDING VAT)	
NUMERALS	
WORDS	

TOTAL PURCHASE PRICE (INCLUDING VAT)	
NUMERALS	
WORDS	
MORTGAGE BOND REQUIRED	
GUARANTEE REQUIRED	
ESTIMATED DATE OF REGISTRATION	
ESTIMATED COMPLETION DATE	
ESTIMATED MONTHLY LEVY CONTRIBUTION TO THE ASSOCIATION	

SELLING AGENT	
AGENT'S NAME	
AGENT'S SIGNATURE	