

AGREEMENT OF SALE

in respect of

SECTION NO _____ IN THE SCHEME
KNOWN AS PECAN PLACE

entered into by and between

the "DEVELOPER":

Name:	AMAFU DEVELOPMENTS PROPRIETARY LIMITED
Registration Number:	2012/177606/07
	herein represented by Johan Reinhardt Snoeck Henkemans and/or Matthew John Blackmore duly authorised hereto in terms of a resolution
Physical Address:	c/o Tiaan Smuts Attorneys 1 st Floor, Block C, Brooklyn Office Park 488 Fehrsen Street, Brooklyn Pretoria 0181
Postal Address:	c/o Tiaan Smuts Attorneys P O Box 36308 Menlo Park 0102

And



the “PURCHASER”:

	Purchaser 1	Purchaser 2
Name/s:		
Identity/ Registration Number:		
Known as:		
Marital Status:		
Date of Marriage:		
Place/Country of Marriage:		
Physical Address:		
Postal Address:		
E-Mail:		
Tel (cell phone):		
Tel (work):		
Income Tax Number:		
Employer:		
Monthly income:		



SCHEDULE

a. THE PROPERTY SOLD:

The property hereby sold is a unit in the residential Sectional Title Scheme to be known as Pecan Place which comprises of residential units to which is allocated certain Exclusive Use Garages (if applicable) and sole use rights to Carports, situate at Erf 461 Nieuw Muckleneuk Township

Unit No/s (Section and an undivided share in the common property):		
Approximate size of Section:		
Parking:	Garage (exclusive use area)	Carport (sole use area)

b. **PURCHASE PRICE** (inclusive of VAT at 15%): R _____
 (_____)

c. PAYMENT OF PURCHASE PRICE:

Total purchase price:	R _____
Security deposit: payable within 5 (five) days from date of signature of agreement by Purchaser: (Refundable should the mortgage loan, as per clause 3.1 not be approved)	R 50 000.00 (Fifty Thousand Rand)
Additional deposit (if required) / balance purchase price: payable or to be secured by an irrevocable bank guarantee to the satisfaction of the Conveyancers within _____ days from date of signature of the agreement by the Purchaser:	R _____



d. **MORTGAGE LOAN:**

Amount required:	R
Date by which bond must be granted:	30 (thirty) days from date of conclusion of this agreement or such extended date as the Developer may approve in clause 3.1

e. **ADDITIONAL COSTS PAYABLE BY THE PURCHASER:**

Estimated levy payable to the Body Corporate from date of registration of the Property into the name of the Purchaser	To be calculated according to Annexure L – the Levy Schedule
Estimated assessment rates payable to the City of Tshwane Metropolitan Municipality from date of registration of the Property into the name of the Purchaser	To be calculated by Council on registration of the Section in the Deeds Registry

f. **SELLING AGENT (if applicable):**

Name of Agency:	Heiberg Estates 894 Jan Shoba Street Brooklyn Pretoria 0181
VAT number of Agency	495 022 1070
Selling Agent:	Dr Bambie Heiberg
Income tax number of Selling Agency:	989 0600 142
E-Mail:	bambie@heibergestates.com
Telephone No. / Cell No:	012 362 4628 / 083 654 3773



g. CONVEYANCERS:

Name of Firm:	Tiaan Smuts Attorneys
Business address:	1 st Floor, Block C, Brooklyn Office Park 488 Fehrsen Street, Brooklyn Pretoria 0181
Postal address:	P O Box 36308 Menlo Park 0102
Telephone No:	012 342 0350
E-Mail address:	convey@tsa.co.za

h. ANNEXURES:

- A. Standard Conditions;
- B. Instruction to invest;
- C. Schedule of finishes;
- D. Floor Plans, Typical Elevations, Unit Layouts and Sectional Title Plans;
- E. Proposed Body Corporate Conduct Rules;
- F. Altec Contract;
- G. Pre-paid Contract in respect of electricity and water;
- H. NHBRC enrolment and registration Certificate;
- I. FICA Documentation of Purchaser/s;
- J. Consent in terms of the POPI Act.
- K. Appliances
- L. Levy Schedule



Signed by the PURCHASER at _____ on _____	
_____ Witness 1	_____ PURCHASER
_____ Witness 2	_____ PURCHASER
herein represented by _____ (if the Purchaser is a Company / Close Corporation / Trust)	

Signed by the DEVELOPER at _____ on _____	
_____ Witness 1	_____ DEVELOPER
_____ Witness 2	

Signed by the SELLING AGENT at _____ on _____	
_____ Witness 1	_____ AGENT
_____ Witness 2	



STANDARD CONDITIONS

RECORDAL

WHEREAS the Developer is the registered owner of the Land.

AND WHEREAS the Developer intends establishing a Residential Sectional Title Scheme in respect of the Land and Buildings erected (and to be erected) on the Land.

AND WHEREAS the Purchaser wishes to purchase a unit or units with the sole use to a carport/s and exclusive use area in respect of a garage (if applicable) in the Sectional Title Scheme to be registered.

AND WHEREAS the Developer and the Purchaser enter into this Agreement to agree to the terms and conditions of the sale of the unit, the sole use of an allocated carport/s and an exclusive use area garage (if applicable), as well as matter incidental thereto.

NOW THEREFORE THE PARTIES AGREE AS SET OUT HEREUNDER

1. INTERPRETATION

For the purposes of this Agreement, unless the context indicates otherwise

- 1.1 "the Agreement" means the Schedule, the Standard conditions and Annexures each forming an integral part of this Agreement.
- 1.2 "Architect" means the architect appointed by the Developer to act as such from time to time in respect of the Development or a member of a firm so appointed.
- 1.3 "Body Corporate" means the controlling body of the Land and Buildings as contemplated in terms of Section 2(1) of the STSMA.
- 1.4 "Bond Attorneys" means JJR Incorporated with contact details as follows:-
Address: 308 Brooks Street, Menlo Park, Pretoria East
Tel: 012 362 5787
Email: info@jirinc.co.za
Reference: Wimpie Ackhurst
and
Adams & Adams Attorneys (in respect of Investec and RMB bonds) with contact details as follows:
Address: 4 Daventry St, Lynnwood Manor, Pretoria, 0081
Tel: 012 342 6000
Email: mail@adams.africa
Reference: Roelof Grove
- 1.5 "the Buildings" means the buildings erected or to be erected on the Land reflected in the Annexures.
- 1.6 "Common Property" means those portions of the Land not forming part of any Section, in the Development and constituted as common property in terms of the STA read with the STSMA.
- 1.7 "Conveyancers" means the Conveyancers as set out in Clause (g) of the Schedule.
- 1.8 "CPA" means the Consumer Protection Act No. 68 of 2008 or any amendments thereof, and regulations promulgated in terms thereof.



- 1.9 "CSOSA" means the Community Schemes Ombud Services Act No 9. of 2011 and words used in this agreement bear the same meaning as defined in the Act.
- 1.10 "Developer" means the Seller or its nominees and includes its successors-in-title.
- 1.11 "Development" means the proposed sectional title development on the Land.
- 1.12 "Delivery" means the date of registration of the Unit/Section into the name of the Purchaser in the Deeds Office.
- 1.13 "Deposit" means the deposit as set out in Clause (c) of the Schedule.
- 1.14 "Direct marketing" means direct marketing as defined in the CPA.
- 1.15 " Land" means Erf 461 Nieuw Muckleneuk Township, Pretoria.
- 1.16 "Land Surveyor" means the land surveyor appointed by the Developer, to act as such from time to time in respect of the Development or a member of a firm so appointed.
- 1.17 "Mortgagee Loan" means the loan required by the Purchaser as set out in Clause (d) of the Schedule.
- 1.18 "Occupation Date" means date of registration or such alternative date as agreed upon in writing by both parties.
- 1.19 "Parking " means an area designated for purposes of parking a motor vehicle, being either an exclusive use area (in the event of a garage) and/or a sole use area (in the event of a carport which shall be allocated by the Developer to the respective owners of Units).
- 1.20 "Participation Quota" means in relation to a Section, the decimal fraction allocated thereto in the Sectional Plan and which is calculated in terms of Section 32(1) of the STA.
- 1.21 "Prime Rate" means the rate of interest charged on overdraft facilities by Rand Merchant Bank on unsecured loans from time to time. A certificate signed by the manager of any branch of the said bank shall be sufficient proof of the said prime rate charged from time to time.
- 1.22 "Property" means the Section and Parking as set out in Clause (a) of the Schedule.
- 1.23 "Purchase Price" means the total purchase price as set out in Clause (b) of the Schedule.
- 1.24 "the Rules" means the Conduct Rules and Management Rules in accordance with Annexure 1 and 2 of the STMA and such amended rules as approved by the Community Ombud Service prior to registration of the first Unit (enclosed as Annexure E).
- 1.25 "Sectional Plan" means the draft sectional plan and/or sectional plan approved by the Surveyor-General.
- 1.26 "Section" or "Unit" bear the meanings defined in the STA and STSMA and with particular reference to this Agreement shall mean the Section forming part of the Property, notwithstanding that the Sectional Plan relating thereto may not be approved or registered.
- 1.27 "Selling Agent" shall mean the estate agent as set out in Clause (f) of the Schedule.
- 1.28 "STA" means the Sectional Titles Act No. 95 of 1986 or any amendments thereof and words used in this agreement bear the same meaning as defined in the Act.



- 1.29 "STSMA" means the Sectional Title Schemes Management Act No. 8 of 2011 and words used in this agreement bear the same meaning as defined in the Act.
- 1.30 The provisions of the Schedule and Annexures shall be deemed to be incorporated in and form part of this Agreement.
- 1.31 Words and expressions defined in the CPA, STA, STSMA & CSOSA shall have the meanings therein defined and pending the registration of the Sectional Plan in respect of the Developer's Property, shall apply *mutatis mutandis* to the areas of which the Unit comprises.
- 1.32 Unless the context indicates otherwise, words in this Agreement importing any one gender shall include the other, and words importing the singular shall include the plural and *vice versa*.
- 1.33 The headings and clauses in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.34 The Purchaser confirms that the Purchaser has chosen English as the language of this Agreement, and all transfer documents to be prepared by the Seller's Conveyancers.
- 1.35 If any provision of this Agreement is in conflict or inconsistent with the Law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions hereof.
- 1.32 Where the figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.
- 1.36 When any number of days are prescribed in this Agreement, it shall be reckoned exclusively of the first and inclusively of the last day.

2. SALE

The Developer sells to the Purchaser who purchases from the Developer the Property subject to the further conditions of this agreement.

3. MORTGAGE FINANCE

- 3.1 This sale shall be subject to and conditional upon the Purchaser procuring the Mortgage Loan from a bank or other financial institution no later than the date provided for in clause (d) of the Schedule or such extended period as the Developer in its sole discretion may determine in writing.
- 3.2 **In the event that a loan is approved for an amount less than the Mortgage Loan and the Purchaser accepts such lesser amount, the Purchaser undertakes to furnish the Developer's Conveyancers with either payment or a bank guarantee for the shortfall within 7 (seven) days from the date of the granting of the aforesaid loan.**
- 3.3 **The Purchaser appoints JJR Incorporated / Adams & Adams Attorneys, as the Bond Attorneys, to attend to the registration of a Mortgage Bond against the Property, simultaneously with the registration of the Property into the name of the Purchaser. The Purchaser accepts this clause as reasonable for the better control and speedy finalization of the transaction.**
- 3.4 The Purchaser hereby undertakes timeously to do all such things and to sign all such documents as may be necessary to apply for and procure the approval of the Mortgage Loan from a bank or other financial institution and to furnish written proof to the Developer of the granting or refusal thereof.



- 3.5 The suspensive condition pertaining to the Mortgage Loan shall be deemed to be fulfilled upon the issue by the bank or financial institution of a letter of grant in principle or a pre-agreement statement and quotation.
- 3.6 In the event that the condition in clause 3.1 is not fulfilled or the Purchaser is unable to accept a loan for an amount less than the Mortgage Loan as provided for in clause 3.2, this Agreement shall be of no force or effect and neither party shall have any claim against the other, except that the Developer shall instruct the Conveyancers to refund to the Purchaser the Deposit with accrued interest;

4. **PURCHASE PRICE**

The Purchase Price is payable as follows:-

- 4.1 The Deposit is payable in cash or via electronic transfer as stated in clause (c) of the Schedule.
- 4.2 All amounts paid on account of the Purchase Price shall be paid to the Conveyancers and shall be held in trust by the Conveyancers and shall be paid to the Developer against transfer unless otherwise provided for herein. Such amounts shall be invested in a trust interest bearing account, which interest shall accrue to the Purchaser until registration of transfer. The Purchaser's signature hereto constitutes the Purchaser's written consent in terms of Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014) authorising the Conveyancers to invest all amounts paid on account of the purchase price in an interest bearing account.
- 4.3 **The Purchaser acknowledges that in terms of section 86(5) of the Legal Practice Act No. 28 of 2014, 5% of the interest which accrues on such investment must be paid over to the Legal Practitioners Fidelity Fund and vests in the Fund of 1979.**
- 4.4 Withdrawal of any guarantee issued in respect of the purchase price or termination of the Conveyancer's mandate to hold funds paid by the Purchaser in respect of the purchase price, for any reason whatsoever, shall constitute a breach by the Purchaser in respect of which breach the Developer shall not be required to give notice in terms of this agreement. The remedies provided for below shall be applicable. If the Purchaser fails to effect payment of the purchase price against a tender of registration of transfer of the Property the Developer shall be entitled to either terminate this Agreement or to require the Purchaser to fulfil all obligations in terms of the Agreement.
- 4.5 All payments shall be made to the Conveyancers and may be directly deposited into their Trust Accounts as follows:

NAME	TIAAN SMUTS ATTORNEYS
BANK	NEDBANK TRUST ACCOUNT
ACCOUNT NUMBER	1108-1066-41
BRANCH CODE	160-245
REFERENCE:	PECAN PLACE SECTION (COMPLETE)

- 4.5 In the event of such a direct deposit, confirmation thereof must be sent to their offices (e-mail convey@tsa.co.za , Attention: Sonja Nel/Clara Morezzi).
- 4.6 **In the event of the Purchaser failing to notify the Conveyancers of any deposit made the Conveyancers shall not be liable to account for any loss in interest.**
- 4.7 **The Conveyancers will require the Purchaser's FICA documentation (required in terms of the Financial Intelligence Act 38 of 2001 and Prevention of Organised Crime Act 21 of 1998) to open an investment account in the name of the Purchaser. The Purchaser shall**



furnish the required documentation to the Conveyancers as soon as reasonably possible. The Conveyancers shall not be liable to account for any loss in interest on the deposit due to the Purchaser's delay in furnishing the Conveyancers with the FICA documentation.

5. **INTEREST (ONLY APPLICABLE IN THE EVENT OF A BREACH)**

- 5.1 Any interest payable by the Purchaser in terms of this Agreement shall be calculated at the Prime Rate charged by Investec Private Bank plus 2% (two per centum) on the full Purchase Price.

6. **TRANSFER AND DELIVERY**

- 6.1 Delivery and transfer shall not be passed to the Purchaser, notwithstanding anything to the contrary herein contained, until such time as the Purchase Price and all other amounts for which the Purchaser may be liable in terms hereof have been paid, and/or payment thereof has been secured to the satisfaction of the Conveyancers.
- 6.2 Transfer of the Property shall be effected by the Conveyancers as soon as practically possible after the full purchase price has been secured. The Developer shall be liable for transfer fees and disbursements payable to the Conveyancer relating to the registration of the transfer of the property into the name of the Purchaser.
- 6.3 All fees and disbursements relating to the registration of any mortgage bond required as security of the Mortgage Loan shall be paid by the Purchaser upon demand by the Conveyancers.
- 6.4 **It is a material term of this agreement that the Purchaser shall pay such amounts, sign such documents and furnish such information and documentation as may be required by the Conveyancers for transfer and by the attorneys appointed to register the mortgage bond, within 7 (seven) days of being requested to do so.**
- 6.5 **In the event of registration of transfer to the Purchaser being delayed as a consequence of a default on the part of the Purchaser, then the Purchaser shall in addition to all other amounts payable by the Purchaser in terms of this Agreement, pay to the Developer monthly in advance, interest on the Purchase Price, less any amount actually paid to the Developer on account thereof, calculated from the date transfer would have been possible had it not been for the default of the Purchaser, until the date of actual transfer, both dates inclusive as certified by the Conveyancers acting as experts.**
- 6.6 **The Purchaser acknowledges and accepts that the Purchaser has bought the Property in a development where transfer of the Property to the Purchaser may be simultaneous with transfers of other properties in the scheme to other Purchasers. Accordingly the Purchaser acknowledges and accepts that lodgment of the Purchaser's transfer documents at the Deeds Office shall be entirely at the discretion of the Conveyancers and the Purchaser's obligation to pay occupational rental or interest, as the case may be, shall remain, and be unaffected by any delay occasioned by the above.**

7. **ADDITIONAL COSTS PAYABLE BY THE PURCHASER**

- 7.1 **The Purchaser shall be liable for payment of the levies to the Body Corporate, the Community Schemes Ombud Service (if applicable) and assessment rates to The City of Tshwane Metropolitan Municipality from date of registration of the Property into the name of the Purchaser as stated in Clause (e) above. The exact amounts payable will be determined by both the Body Corporate in respect of the levies and the The City of**



Tshwane Metropolitan Municipality in respect of the assessment rates after registration of the Property into the name of the Purchaser.

8. OCCUPATION

- 8.1 The Developer, shall grant occupation to the Purchaser on the Occupation Date
- 8.2 **From the Occupation Date, the Purchaser shall be liable for payment of all electricity, water and data consumption in or on the Property until transfer in the event that the Occupation Date precedes date of registration of the Property into the name of the Purchaser .**
- 8.3 **The Purchaser shall be entitled and obliged to occupy the Property on the Occupation Date and failure to do so or to accept the keys to the Property shall not affect the Purchaser's liability to effect payment of all amounts pertaining to such occupation.**
- 8.4 The Developer and/or the Developers duly authorised agent shall be entitled to inspect the Unit at all reasonable times during the currency of the Agreement.
- 8.5 Occupation of the Property by the Purchaser or anybody through the Purchaser shall not create a tenancy, and in the event of this Agreement being cancelled, all rights to the occupation of the Property shall lapse and the Property shall be vacated forthwith.

9. BUILDINGS NOT YET ERECTED

- 9.1 It is recorded that:-
 - 9.1.1 the Buildings have not yet been erected or completed as the case may be;
 - 9.1.2 the Purchaser acknowledges that the Purchaser has inspected the Plans.
- 9.2 The Developer shall be entitled to vary the Building(s) and/or the designs, to such extent as may be reasonably necessary to:
 - 9.2.1 **comply with any requirements of any competent authority.**
 - 9.2.2 **comply with any special features of the Land.**
 - 9.2.3 **comply with any special impediments such as water, sewer or electrical lines either above or underground or any rock or other soil condition.**
 - 9.2.4 **give effect to any changes in materials, finishes or fittings which the Developer consider to be appropriate or which may not be readily available at the time due to shortage in supply of such materials, finishes or fittings, without however detracting from the quality of the Buildings and/or the Section.**
 - 9.2.5 **Obtain the approval of the Sectional Title Development Scheme and/or the opening of the Sectional Title Register and/or the extension of the scheme.**
- 9.3 **The Purchaser acknowledges that on the Occupation Date, the Common Property as well as other portions of the Buildings, may be incomplete and that occupants of the Property may suffer inconvenience from the building operations. The Purchaser acknowledges that the Purchaser shall have no claim whatsoever against the Developer by reason of any such inconvenience.**



10. **PHASE DEVELOPMENT**

- 10.1 **This entire agreement shall be conditional upon the successful opening and registration of the Sectional Title Register and/or the registration of the extension of the scheme for the specific phase relating to the Land and the procurement of a Certificate of Registered Sectional Title for the Land and Buildings at the cost of the Developer. Should the Developer be unable to procure fulfilment of this condition for any reason whatsoever, the Developer shall be entitled to cancel this agreement by notice in writing to the Purchaser. No liability or claims for damages or compensation, in the event of the scheme being cancelled, can be instituted against the Developer.**
- 10.2 **The Purchaser acknowledges that:-**
- 10.2.1 **he is aware of the fact that the Property will form part of a sectional title scheme of which the Buildings are not yet complete and of which the register and/or the extension of the scheme for the particular phase with incorporates the Property, has still to be opened. The agreement is therefore subject to the opening of a sectional title register in phases in the Deeds Office whereby the Property shall come into existence;**
 - 10.2.2 **the Developer has reserved a real right of extension of the scheme in terms of Section 25 of the STA and the Purchaser hereby grants consent thereto as far as needs be. This real right of extension will entitle the Developer to erect further units on the land that will form part of the common property;**
 - 10.2.3 **the register and/or extension of the scheme will be registered as soon as is reasonably possible and transfer of the Property shall take place simultaneously with or after the opening of the register and/or extension of the particular phase;**
 - 10.2.4 **it remains the Developer's sole and exclusive prerogative to proceed with the development of the sectional scheme and construction of the Property. In the event of the Developer electing not to proceed with the development of the sectional scheme and/or construction of the Property for any reason whatsoever, this agreement shall lapse and the Purchaser shall be refunded any amounts paid by the Purchaser on account of the Purchase price together with any interest accrued thereon. This provision is accepted by the Purchaser as being reasonable;**
 - 10.2.5 **no liability or claims for damages or compensation, in the event of the scheme being cancelled, can be instituted against the Developer;**
 - 10.2.6 **the Developer shall be entitled to impose conditions in respect of the Scheme as contemplated in terms of Section 11(2) of the STA. The Purchaser shall be obliged to accept transfer of the Property subject to such conditions as may be imposed by the Developer;**

11. **RECTIFICATION OF DEFECTS**

- 11.1 **The Purchaser shall be obliged, within 7 (seven) days from date of written notification by the Developer that the Property is ready for inspection, notify the Developer in writing of all or any defects in the Property, failing which the Purchaser shall be deemed to have accepted the Property in good order and condition. The written notification shall be furnished to the Developer via e-mail to rein@amafu.net alternatively the notice shall be hand delivered by the Purchaser to the Developer's chosen domicilium address. The Developer shall cause all such**



reasonable repairs as may be necessary to rectify such defects to be effected within 30 (thirty) days of such notification, at the Developer's cost.

- 11.2 The Purchaser shall further be obliged, within 7 (seven) days after Occupation Date, to notify the Developer in writing of such defects that still require attention and the Developer shall cause all such reasonable repairs as may be necessary to rectify such defects to be effected within 30 (thirty) days of such notification, at the Developer's cost. This written notification shall also be furnished to the Developer via e-mail to rein@amafu.net, alternatively the notice shall be hand delivered by the Purchaser to the Developer's chosen domicilium address.
- 11.3 **The Purchaser shall allow the Developer access to the Property during normal business hours in order to attend to the reasonable repairs.**
- 11.4 **The Developer shall only be responsible for defects relating to faulty materials and/or workmanship and the Developer shall under no circumstances be liable for any consequential loss or damage. The Purchaser hereby waives any claim relating to any such loss or damage.**
- 11.5 A certificate issued by the Architect to the effect that any defect has been rectified shall be final and binding on both parties and shall relieve the Developer from any further obligation in respect of such defect.
- 11.6 The Developer warrants that in respect of the Buildings :
- 11.6.1 the building contractor engaged to construct and erect the Buildings, is registered as a home builder;
- 11.6.2 the Buildings will be enrolled with the National Home Builders Registration Council;
- 11.7 The Developer shall carry out such works and repairs that may be necessary to honour the term and condition of the warranty provided by the National Home Builders Registration Council in respect of the Property, the Building and other structures to be erected upon the Land.
- 11.8 The Common Property shall on the establishment of the Body Corporate, be inspected by the Architect and when approved by the Architect, the Developer shall be deemed to have fulfilled the Developer's obligations to the owners and the Body Corporate and neither the owners nor the Body Corporate shall have any claim against the Developer in respect of the Common Property.
- 11.9 In addition, the Purchaser shall not have any claim of any nature against the Developer for any loss, damage or injury which the Purchaser, his agents and/or invitees may directly or indirectly suffer by reason of any latent or patent defects in the Property or any part thereof being in a defective condition or state of disrepair or arising out of vis major or casus fortuitous or any other cause either wholly or partly beyond the Developer's control or arising out of any act or omission by any other owner in the Development.
- 11.10 All warranties and undertakings hereby given to the Purchaser in terms of this Agreement are personal to the Purchaser and cannot be alienated or transferred by the Purchaser in any way.
- 11.11 The Purchaser shall not be entitled to withhold, set-off or retain any amounts owing by the Purchaser to the Developer nor shall the Purchaser be entitled to withhold or abate payment of any amount due to the Developer in terms of the Agreement, regardless of whether any defects have not yet been rectified.



12. **SPECIAL PROVISIONS PRIOR TO THE ESTABLISHMENT OF THE BODY CORPORATE AND/OR TRANSFER**

- 12.1 It is recorded that the Body Corporate shall be deemed to be established on the registration of the first transfer in terms of 2(1) of the STSMA.
- 12.2 The Purchaser acknowledges that the Rules contained in Annexure 1 and 2 and the amendments thereto duly registered with and approved by the Ombud of the regulations promulgated under the STSMA shall be applicable and acknowledges and agrees that the Purchaser is acquainted with the provisions thereof.
- 12.3 The Purchaser further acknowledges that the Developer shall be entitled from time to time, and prior to the opening of the Sectional Title Register or registration of any future phases of the Development to impose additional rules in terms of the provisions of the STSMA and of which the Purchaser acknowledges that he will be bound. Such additional rules will be available for inspection at the offices of the Conveyancers.
- 12.4 The Purchaser agrees that:-
- 12.4.1 Immediately upon becoming the registered owner of the Property, the Purchaser will automatically become a member of the Body Corporate and will be and remain bound by its Rules for so long as the Purchaser is a registered owner.
- 12.4.2 Should the Purchaser sell the Property, the Purchaser will ensure that any potential buyer is made fully aware of the existence of the Body Corporate and the fact that such buyer will automatically become a member of the Body Corporate.
- 12.5 From the Occupation Date until the date of registration of transfer of the Property into the name of the Purchaser, the Purchaser shall:
- 12.5.1 keep the Property in good repair;
- 12.5.2 permit the Developer or its agent at all reasonable times to enter and inspect the Property;
- 12.5.3 **be responsible for all costs of electricity and water and data consumed in/on the Unit;**
- 12.5.4 not make any alterations to the Property, alter the colour scheme or redecorate, without the Developer's written consent first being obtained, which consent shall not be unreasonably withheld;
- 12.5.5 save insofar as may be inconsistent with the provisions of this agreement, be responsible for all other obligations of an owner as set out in the STSMA read with the STA;
- 12.5.6 comply with all rules and regulations applicable to the Property;
- 12.5.7 not be allowed to sell, transfer and/or cede the Property and/or any rights in respect of the Sole Use Areas (including, but not limited to, the Purchaser's rights of occupation thereof) except with the prior written consent of the Developer.



13. **SELLING AGENT'S COMMISSION**

- 13.1 The Developer shall pay the commission of the Selling Agent. The commission shall be agreed between the Developer and the Selling Agent.
- 13.2 **The Purchaser warrants that the Purchaser was not introduced to the Property, or this Agreement, by any agent other than the Selling Agent. The Purchaser indemnifies the Developer and holds it harmless against all costs, charges, claims, demands, expenses, loss and damage which may be incurred, made against or suffered by the Developer arising out of any breach of the foregoing warranty.**
- 13.3 **In the event of this Agreement being cancelled as a consequence of a breach on the part of the Purchaser, the Purchaser will be liable for payment of the commission due to the Selling Agent.**

14. **JURISDICTION / COSTS**

- 14.1 The Purchaser hereby consents to the jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria having jurisdiction over the Purchaser's person, notwithstanding that any action or proceeding arising out of this Agreement would otherwise be beyond the jurisdiction of such Court.
- 14.2 The Purchaser agrees that, in the event of the Developer instructing its attorneys and/or taking legal proceedings against the Purchaser pursuant to a failure by the Purchaser to fulfil any of its obligations in terms hereof, then the Purchaser shall pay all legal costs plus VAT incurred by the Developer in connection therewith as between attorney and own client scale, including collection laid down at the tariff rate applicable.

15. **JOINT AND SEVERAL LIABILITY**

- 15.1 Should this agreement be signed by more than 1 (one) person as Purchaser, the obligations and liability of all the said Purchasers shall be joint and several.

16. **COMPANY TO BE FORMED**

- 16.1 If this agreement is entered into, by the signatory for the Purchaser in a capacity director for a company to be formed, then the said signatory, by the signatory's signature hereto, hereby binds the signatory in favour of the Developer as surety and co-principal debtor, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company in terms of or arising out of this Agreement or any cancellation hereof; and
- 16.2 Without prejudice to the foregoing provisions, in the event of such company not being formed within 30 (thirty) days after the date of signature of this agreement by the Purchaser, and/or failing to ratify and make the provisions of this agreement binding upon itself, and/or failing within 7 (seven) days of being formed to deliver to the Conveyancers the originals or certified copies of its Memorandum of Incorporation, Certificate to Commence Business, Certificate of Incorporation, and all necessary resolutions of shareholders and/or directors in respect of this sale, in the case of a company, or of its Founding Statement, any applicable association agreement, then and in any such event, the said signatory shall be personally liable in terms hereof as if the signatory had contracted in his own personal capacity.



17. **COMPANY / CLOSE CORPORATION / TRUST**

- 17.1 If this agreement is signed as Purchaser by a person purporting to act for and on behalf of a company, close corporation or trust (other than a company not yet formed), the signatory shall be deemed to warrant that the signatory is duly authorised to sign this agreement and shall by the signatory's signature hereto bind the signatory thereto in favour of the Developer as surety and co-principal debtor together with such company, close corporation or trust under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company, close corporation or trust in terms of or arising out of this agreement or any cancellation hereof.

18. **BREACH**

- 18.1 Should the Purchaser fail to pay any amount, or fail to provide the guarantee(s) required in terms of this agreement on due date, or commit a breach of any other of the terms and conditions of this agreement and remain in default for 7 (seven) days (unless such breach occurs after the transfer documents have been lodged in the Deeds Office for registration, in which case the 7 (seven) day period may at the election of the Developer be reduced to 24 (twenty four) hours after dispatch of a written notice), requiring such breach to be remedied, the Developer shall be entitled without prejudice to any other rights it may have in Law, including the right to claim damages:
- 18.1.1 to cancel this agreement without any further notice and to retain all monies paid by the Purchaser in terms hereof, pending determination of damages; or
- 18.1.2 to claim immediate performance and/or payment, of all the outstanding obligations in terms of this agreement, including immediate payment of the balance of the purchase price.
- 18.2 Should the Purchaser dispute the right of the Developer to cancel this agreement and/or remain in occupation of the Property after the date of cancellation, then pending the determination of that dispute and/or vacation of the Property, the Purchaser shall be obliged to continue payment of all the amounts payable by it in terms of this agreement on the due dates thereof and the Developer shall be entitled to recover and accept those payments without prejudice to the Developer's claim for cancellation of this agreement or any other rights of the Developer whatsoever. Notwithstanding the foregoing, the above occupancy shall not be regarded as creating a tenancy either in terms of a statutory provision or at common law.
- 18.3 Upon the cancellation of the agreement for any reason whatsoever, the Purchaser hereby undertakes to vacate forthwith the Property and shall cease to have any rights under this agreement and the Developer shall immediately be entitled to resell the Property.

19. **NOTICE ADDRESS**

- 19.1 The parties to the agreement choose the addresses set out in the preamble of the agreement as their respective *domicilium citandi et executandi* for all purposes arising here out and as their respective addresses for the service of any notices required to be served upon them hereunder.
- 19.2 Any notice or communication required or permitted in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give such notice by e-mail.



- 19.3 Either party may by notice to the other change the physical address chosen as its notice address or may advise an e-mail address or change the e-mail address; provided that such change(s) shall only become effective on the 6th (sixth) business day after the date of receipt, or deemed date of receipt, of such notice by the addressee.
- 19.4 Any notice to a party shall:
- 19.4.1 if sent by pre-paid registered post, be deemed to have been received on the fourth business day after posting unless the contrary is proved.
 - 19.4.2 if delivered by hand, shall be deemed to have been received on the day of delivery or on the next business day if the day of delivery is not a business day.
 - 19.4.3 if sent by telefax and/or e-mail, shall be deemed to have been received on the date of dispatch or on the next business day if the time of dispatch is not on a business day unless the contrary shall otherwise be proved.
- 19.5 Notwithstanding anything to the contrary herein contained, any written notice or communication actually received by a party to this agreement shall be an adequate written notice or communication to it/him notwithstanding that it was sent to or delivered at the chosen notice address or transmitted to such party's telefax and/or e-mail address as stipulated herein.
- 19.6 The Purchaser shall with effect from the Occupation Date be deemed to have changed his domicilium to the Unit.

20. **GENERAL CONDITIONS**

- 20.1 The parties acknowledge that this agreement represents the entire agreement between them and that no other conditions, stipulations, warranties and/or representations whatsoever whether express or implied have been made by either party or their agents other than as set forth in this agreement.
- 20.2 The terms of this agreement form the sole contractual relationship between the parties and no variation of this agreement shall effect the terms hereof unless such variation shall be reduced to writing under the hands of the parties hereto.
- 20.3 No extension of time or indulgence granted by either party to the other shall be deemed in any way to affect, prejudice or derogate from the rights of such party in respect of this agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a novation of this agreement.
- 20.4 Each of the parties hereby undertakes to sign and/or execute all such documents (and without limiting the generality of the foregoing), same shall include the execution of the necessary Power of Attorney, Transfer Duty Declarations and personal affidavits.

21. **OFFER ACCEPTANCE**

- 21.1 Inasmuch as this agreement is signed by the Purchaser and delivered to the Developer it shall constitute an irrevocable offer to purchase the Property, and shall remain open for acceptance by the Developer signing same within 7 (seven) days after the date of signature thereof by the Purchaser.



22. **CONSUMER PROTECTION ACT**

22.1 **The Purchaser acknowledges that this agreement contains certain provisions which:**

22.1.1 **limit the risk or liability of the Developer;**

22.1.2 **constitute an assumption of risk or liability on the part of the Purchaser;**

22.1.3 **impose an obligation on the Purchaser to indemnify the Developer; and/or**

22.1.4 **constitute an acknowledgement of facts by the Purchaser.**

22.2 **By signing at the end of this clause, the Purchaser acknowledges that the Developer has provided sufficient time and opportunity for the Purchaser to receive and comprehend the nature and effect of the provisions of this agreement.**

Signed by the Purchaser: _____

23. **GENERAL**

23.1 All warranties, acknowledgements and undertakings by and on behalf of the Purchaser, are subject to and without prejudice to the rights conferred on the Purchaser in terms of the Consumer Protection Act.



INSTRUCTION TO INVEST TRUST MONEYS

(In respect of a conveyancing transaction)

In terms of Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014)

To: TIAAN SMUTS ATTORNEYS
BROOKLYN
PRETORIA

TRANSFER FROM:

AMAFU DEVELOPMENTS PROPRIETARY LIMITED
REGISTRATION NUMBER: 2012/177606/07

OF: SECTION _____ PECAN PLACE

I/We, the undersigned,

NAME/S: _____

ID / REG NO: _____

being the Transferee/s in the abovementioned transaction, hereby confirm my/our instructions to Tiaan Smuts Attorneys to invest with Nedbank Corporate Saver all funds paid to Tiaan Smuts Attorneys by me/us on account of the purchase price, on the basis that:

1. the amount is invested in a trust savings account or other interest-bearing account;
2. the account contains a reference to Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014);
3. In terms of section 86(5) of the Legal Practice Act No. 28 of 2014, 5% of the interest which accrues on such investment must be paid over to the Legal Practitioners Fidelity Fund and vests in the Fund;
4. the interest which accrues on such investment is to be for the company/close corporation/my benefit and is to be paid to me/us/it into the bank account indicated in the attached Personal Information document, after deducting your professional fee and costs for administering the investment, as soon as possible after the date of registration of the above-mentioned transaction;
5. the capital amount invested is to be paid in accordance with the transferor's instructions on the date of registration of transfer.
6. I am aware of the fact that while the funds are so invested with the said bank, the funds are not protected against a possible liquidation of the said bank.

PURCHASER/S

DATE



CONSENT IN TERMS OF SECTION 11(1)(a) OF THE POPI ACT 4 OF 2013

I/we, the undersigned

Identity number/s: _____

Hereby voluntary consent to the processing of my personal information as required in the process of purchasing a property via Heiberg Estates

1. The purpose of the processing of the information will be solely for the estate agency related purposes and will not be re-purposed.
2. Failing to supply the required information will result in Heiberg Estates not being able to proceed with the transaction and carry out a successful transfer of the property.
3. Information will only be collected in terms of the Estate Agency Affairs Act 112 of 1976, Deeds Registries Act 47, the Sectional Titles Act 95 of 1986 and the FICA Act 38 of 2001.
4. The information will not be transferred to a third party unless specifically requested.
5. This consent covers the natural sharing of information, insofar it is necessary, between the relevant parties involved in the process, including :
 - Other estate agents in a multi-listing environment or where a working relationship or partnership exist between agents or agencies;
 - The bond originator;
 - The Bond Registration Attorney;
 - The Transferring Attorney;
 - The Financial Institution;
 - SARS Revenue Services;
 - All related institutions including but not limited to the Local Municipality, Home Owners Association and Body Corporates / Managing Agent.
6. Should this consent be given in process of sale of property, the seller consents that the property may be advertised and marketed on an electronic platform, including but not limited to for example Property 24/Private Property

SIGNED AT _____ ON THIS _____ DAY OF _____ / 20_____.

AS WITNESSES

1. _____ Purchaser
2. _____ Purchaser



CONSENT IN TERMS OF SECTION 11(1)(a) OF THE POPI ACT 4 OF 2013

I/we, the undersigned Johan Reinhardt Snoeck Henkemans and/or Matthew John Blackmore duly authorised hereto in terms of a resolution granted to me/us by

AMAFU DEVELOPMENTS PROPRIETARY LIMITED
REGISTRATION NUMBER: 2012/177606/07

Hereby voluntary consent to the processing of my personal information as required in the process of selling a property via Heiberg Estates

1. The purpose of the processing of the information will be solely for the estate agency related purposes and will not be re-purposed.
2. Failing to supply the required information will result in Heiberg Estates not being able to proceed with the transaction and carry out a successful transfer of the property.
3. Information will only be collected in terms of the Estate Agency Affairs Act 112 of 1976, Deeds Registries Act 47, the Sectional Titles Act 95 of 1986 and the FICA Act 38 of 2001.
4. The information will not be transferred to a third party unless specifically requested.
5. This consent covers the natural sharing of information, insofar it is necessary, between the relevant parties involved in the process, including :
 - Other estate agents in a multi-listing environment or where a working relationship or partnership exist between agents or agencies;
 - The bond originator;
 - The Bond Registration Attorney;
 - The Transferring Attorney;
 - The Financial Institution;
 - SARS Revenue Services;
 - All related institutions including but not limited to the Local Municipality, Home Owners Association and Body Corporates / Managing Agent.
6. Should this consent be given in process of sale of property, I/we consent that the property may be advertised and marketed on an electronic platform, including but not limited to for example Property 24/Private Property

SIGNED AT _____ ON THIS _____ DAY OF _____ / 20_____.

AS WITNESSES

1. _____

Seller

2. _____



Pecan Place

Optional Extras

Unit Number:

Purchaser Name:

Unit Selling Price

Additions to be bonded in:

Appliances	Miele		Bosch	
	Model	Include	Model	Include
Fridge Freezer Side-by-side (3 bedroom units only)			KAN58A75	
Fridge Freezer Top-Bottom (2 bedroom units only)			KGX36XI35G	
Washing Machine	WDB020		WAK2426SZA	
Dishwasher	G4203SC Front Active		SMS46GI00Z	
Tumble Dryer	TDB120		WTM8326SZA	

Loadshedding backup battery and inverter:

Alph-ESS Smile B3 2.9kwh backup lithium battery & Inverter - Supplied, Installed & commissioned

Total Purchase Price

Signed
Purchaser

Signed
Agent

Signed
Amafu Developments (Pty) Ltd

