



AGREEMENT OF SALE

between

KUNYE PROPERTIES (PTY) LTD

Registration No 2003/021513/07

(the Seller)

and

(the Purchaser)

Dódeka number



SCHEDULE A

Full names of Purchaser			
Physical address of purchaser			
Postal address of purchaser			
Purchaser Identity No		Income Tax No	
Full names of spouse			
Spouse Identity No		Income Tax No	
Married in/out community of property		Antenuptial Contract	
Date of Marriage		Place of Marriage	
Contact no's	Work	Fax	
	Home	Cell	
E-mail			

Erf Number		Purchase Price of the Property including VAT	R
		Building Cost Price including VAT	R
		Total plot & plan cost including VAT	R
Constituted as follows:	Deposit (10% of purchase price)	R	
	Bond	R	
	Cash balance	R	
Bond to be granted not later than:			
Estimated levy	R120.00 per month		

Conveyancer / Seller's Attorneys	NBG ATTORNEYS, 42A Saldanha Road, Vredenburg Ref: Hendrik Brand E-mail: hendrik@nbgattorneys.co.za Tel : 022 715-1671 Fax: 022 713-5772
Trust Account	Account no 405 230 9583 ABSA Bank; Vredenburg branch; Branch Code 632 005 Deposit reference: "Dódeka _____" – insert correct number between 1 and 12

Estate Agency:	
Telephone Number:	
E-mail:	
Agent:	
Agent Cell Number:	

Annexure A	Site Plan with new erf numbers and approximate erf sizes
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AGREEMENT

The Seller agrees to sell to the Purchaser, who agrees to purchase from the Seller the immovable property more fully described below ("the Property"), on the terms and conditions set out hereunder.

1. PROPERTY

The property sold and purchased is as per Schedule A and as marked on the Site plan hereto attached as Annexure A.

2. PURCHASE PRICE

- 2.1 The purchase price (inclusive of VAT) for the property is the sum specified in the schedule annexed hereto marked "A" and shall be payable as follows:
 - 2.1.1 A deposit as specified in Schedule A payable to the Seller's attorneys, *NBG ATTORNEYS* within 7 (seven) days of signature hereof by the Purchaser, to be held in trust and invested by them for the benefit of the Purchaser until registration of transfer. Trust account details and reference as set out in Schedule A hereto.
 - 2.1.2 The balance shall be payable in cash against registration of transfer of the property into the name of the Purchaser.
- 2.2 Should the Seller so require, the balance of the purchase price shall be secured pending registration of transfer by a bank or other financial institution guarantee acceptable to the Seller. The said guarantee shall be delivered by the Purchaser to the Seller's attorneys, *NBG ATTORNEYS* within 14 (fourteen) days of being given notice to do so by the Seller's attorneys.
- 2.3 The Purchase Price of the Property hereby sold, inclusive of VAT at 15% (fifteen percent) is recorded in the schedule above. If, notwithstanding the rate of VAT of 15% (fifteen percent) applicable to this transaction at the Sale Date, the amount of VAT payable on this transaction is increased or decreased then the Purchase Price shall be adjusted upward or downward in accordance with such increase or decrease, as the case may be, so as to take into account the variation in VAT payable above or below 15% (fifteen percent).

3. MORTGAGE BOND

This agreement is subject to the Purchaser obtaining a loan from a bank or other financial institution in the sum specified in Schedule "A" or such lesser amount as may be acceptable to the purchaser, on security of the property within the time specified in Schedule "A", or such extended period of time as may be agreed to by the parties in writing, failing which this agreement shall lapse and be of no further force or effect and the parties shall be returned to the position in which they were prior to the execution hereof. This loan shall be regarded as granted upon the issuing of a quotation and pre-agreement statement by the bank.

The Purchaser is obliged to apply for such loan through the services of such mortgage originators as may be nominated by the Seller and/or agent. There is no charge to the Purchaser for the use of such service.

4. REGISTRATION OF TRANSFER FEES AND MORTGAGE BOND FEES

The costs of registration of transfer of the property into the name of the Purchaser will be borne by the Seller and is included in the purchase price. The costs of registration of any mortgage bond over the property for the purchase of the property and/or the construction of a dwelling thereon, will be payable by the Purchaser and shall be paid on demand to the Seller's attorneys.

5. RATES

Liability for all rates, municipal or otherwise, payable in respect of the property for the rates year current with the date of possession shall be apportioned between the Seller and the Purchaser, the Seller being responsible for a proportionate share for the period from 1 July to date of registration of transfer and the 30th June of that rates year. The Purchaser shall be responsible for the payment of all rates falling due thereafter.

6. POSSESSION AND RISK

The property shall be at the risk of the Purchaser and for his benefit from the date of possession and possession shall be given and taken on transfer.

7. TRANSFER

Transfer shall be passed by the Seller's attorneys as soon as possible after authorisation for registration of transfer has been given by all the relevant authorities and against payment in full of the purchase price by the Purchaser.

8. EXTENT, VOETSTOOTS, TITLE CONDITIONS & ZONING

The property is sold by the Seller as it now is described in the Seller's title deed. In the event of the extent thereof as revealed on any resurvey differing from that indicated in the said title deed or diagram, the Seller shall not be answerable for any deficiency nor benefit from any surplus. The sale is moreover "voetstoots" without any warranty as to either

patent or latent defects and is subject to the conditions mentioned or referred to in the said title deed and relevant prior title deeds and to all such other conditions and servitudes if any, as may exist in respect of the property.

9. BREACH

In the event of the Purchaser breaching any of the terms or conditions of this agreement and remaining in breach after having received 7 (seven) days written notice to remedy the breach, the Seller shall have the right either:

- 9.1 To cancel this agreement by notice in writing to that effect sent to the address at which the Purchaser has chosen *domicilium citandi et executandi*, and;
 - 9.1.1 Retain any amount which has been paid by the Purchaser on account of the purchase price as liquidated damages; or
 - 9.1.2 Claim damages from the purchaser and retain all amounts paid by the purchaser pending the settlement of the claim; or
- 9.2 To claim payment forthwith of the purchase price, or the balance thereof, as the case may be, and to require fulfilment by the Purchaser of all the other terms and conditions of this agreement.

10. DOMICILIA AND NOTICES

- 10.1 The parties hereby choose their addresses as set out in Schedule "A" above as their *domicilium citandi et executandi* for all purposes arising in connection with this agreement.
- 10.2 Any notice given by either party to the other shall be in writing and shall be sent by pre-paid registered post or shall be delivered by hand to the recipient's *domicilium* address specified above or it may be e-mailed, in which event it shall be deemed to have been received 1 (one) hour after the time of transmission.

11. SUBDIVISION AND DEVELOPMENT APPROVAL

This sale is subject to the approval by the Local Authority of the development of Erf 1347 Porterville and the Purchaser acknowledges that he will be bound by all the conditions imposed by the relevant competent authorities when approving the subdivision and rezoning of Erf 1347 Porterville.

12. DEVELOPMENT GUIDELINES

- 12.1 It is recorded that the DÓDEKA development falls within the jurisdiction of the BERGRIVIER MUNICIPALITY. The DEPARTMENT OF ENVIRONMENT AFFAIRS AND DEVELOPMENT, WESTERN CAPE approved the rezoning and the subdivision thereof on appeal into the Portion Erven and Private Areas. There are no formal Architectural Guidelines and Design Manual for the project but all buildings plans must be submitted and approved by P2 GROUP ARCHITECTS, Vredenburg, before submitted for building plan approval at the local municipality.
- 12.2 All dwellings must be completed within 9 (nine) months after commencement of the building project.
- 12.3 The architectural guidelines can be obtained from Arno Janse van Vuuren at the offices of P2 GROUP, Vredenburg.

13. HOME OWNERS' ASSOCIATION

- 13.1 The Purchaser hereby agrees that the conditions imposed in terms of this clause shall be deemed to have been imposed for the benefit of the DÓDEKA Home Owners' Association and which conditions may be enforced by the Home Owners' Association on behalf of any or all members at any time or from time to time.
- 13.2 The Purchaser hereby acknowledges that he is aware of the fact that a title deed condition is imposed and he (and his successors-in-title) is obliged to become and remain a member of the Home Owners' Association for as long as he is an owner of the Property and that by virtue of his membership of the Home owners' Association, he will be obliged to make payment of a contribution to enable the Home Owners' Association to provide for the care, maintenance and upkeep of all common areas including all services therein. The Purchaser is aware that the Local Authority will not take responsibility for the private roads or services therein.
- 13.3 The Purchaser shall be liable from the date of registration of transfer for contributions to the Home Owners' Association and such contributions shall be paid monthly in advance on the first day of each and every calendar month, and pro rata part thereof.
- 13.4 The rules of the Home Owners' Association include the provision that any changes to the exterior of the property including (but not limited to) changes in paint colour and fencing must have prior written approval from the Home Owners' Association.
- 13.5 The rules of the Home Owners' Association are available for scrutiny at the offices of NBG ATTORNEYS, Vredenburg

14. BUILDING CONTRACT

The sale is subject thereto that simultaneously with the signing of this Agreement, the Purchaser enter into a building agreement with KUNYE PROPERTIES (PTY) LTD, Registration Number 2003/021513/07, for the construction of a dwelling on the property for the Purchaser.

15. SEQUESTRATION AND LIQUIDATION

Should the Purchaser be sequestered or liquidated after transfer, but before completion of the dwelling and payment of the full purchase price, the Seller shall have the option to demand re-transfer of the property to the Seller against payment of the original purchase price of the property, as well as any amounts already paid towards the construction of the dwelling.

16. DIRECT MARKETING AND COOLING OFF PERIOD

The Purchaser, in the event of having concluded this Agreement as a result of Direct Marketing as defined in the provisions of the Consumer Protection Act No 68 of 2008, confirms that he/she/it has been informed of his rights as provided for in Section 16 read with Section 20(20)(a) of the aforementioned Act (the provisions of which are detailed in Annexure 2), to rescind a transaction, without reason or penalty, within 5 (five) business days after the later of the date on which:

- 16.1 The transaction or agreement was signed; or
- 16.2 The goods that were the subject of the transaction were delivered to the consumer.

17. RESALE OF PROPERTY

- 17.1 The Purchaser acknowledges that in order to ensure that his successors-in-title are made fully aware of the above onerous conditions, the rules provide that any prospective purchaser must be provided with a copy of the Home Owners' Association Rules.
- 17.2 The Purchaser shall not be entitled to sell or market the property, erect 'for sale' boards or otherwise dispose of the property prior to registration of transfer without the Seller's prior written consent being obtained.

18. BROKERAGE

The Seller shall be responsible for any estate agent's commission which may be payable in respect of this sale, provided that if this sale is cancelled as a result of the breach hereof by the Purchaser, the Purchaser shall be liable for such commission. Commission will be payable to the Estate Agency listed in the Schedule against registration of transfer.

19. VARIATIONS

No variations of this agreement shall be of any force or effect unless committed to writing and signed by all of the parties hereto or by their respective agents duly authorised thereto in writing.

20. INDULGENCES

No extension of time or indulgence granted by any party to any other party shall be deemed in any way to affect, prejudice or derogate from the rights under this agreement of the party granting such extension or indulgence or be in any way regarded as a waiver of any rights hereunder or as a novation of this agreement.

21. WHOLE CONTRACT

This agreement constitutes the entire contract between the Seller and the Purchaser and no warranties, representations or conditions not recorded herein shall be binding upon the Seller unless recorded in writing and signed by the parties hereto. The Purchaser acknowledges that neither the Seller nor his agents has made any representations or warranties inducing the sale other than those included herein.

22. SPECIAL CONDITIONS

THUS DONE AND SIGNED by the parties hereto at the places on the dates hereafter set forth.

SIGNED by the PURCHASER at _____

on this _____ day of _____ 201__

AS WITNESSES

1. _____
PURCHASER

2. _____
PURCHASER

SIGNED by the SELLER at _____

on this _____ day of _____ 201__

AS WITNESSES

1. _____
KUNYE PROPERTIES (PTY) LTD
herein represented by H.J van den Berg

2. _____