

AGREEMENT OF SALE

COVERING SCHEDULE

SCHEME:

ROSEDON PLACE

1. PARTIES

1.1 SELLER : SELLESA DEVELOPERS CC
NO. 2007/192731/23

1.2 PURCHASER

Full names :

Identity Number :

Date of Birth :

Income Tax/ VAT number :

Marital Status :

Marital regime :

Date and place of marriage :

Full names of spouse :

Identity number of spouse :

Date of birth of spouse :

Income Tax / VAT number :

Work number :

Home number :

Cell number :

Fax number :

Email :

Residential address :

Postal address :

Unit number :

Total Purchase Price :

1.3 ATTORNEYS: Karin Hanekom Attorneys (Lynette Batchelor)
9 Roslyn St, Brackenfell 7560
P.O. Box 1847, Brackenfell 7561
Tel : (021) 981 7230 Fax (021) 981 7231

Trust Account Banking details Karin Hanekom Attorneys Nedbank Account nr: 1036342425 Branch code: 103610 Reference: ROSEDON PLACE

ROSEDON PLACE

DEED OF SALE

BY SECTIONAL TITLE

1 INTERPRETATION

1.1 In this Agreement, unless inconsistent with the context:

1.1.1 **ACT** : means the Sectional title Act No 95 of 1986 or any amendment thereof and includes the regulations promulgated thereunder from time to time;

CONSUMER PROTECTION ACT: means Act 68 of 2008 which came into effect on 1 April 2011.

1.1.2 **AGREEMENT** : means this Deed of Sale with Addendums thereto being:

1.1.2.1 Particulars of Parties – COVERING SCHEDULE

1.1.2.2 Purchase price and number of Unit - ADDENDUM A

1.1.2.3 Material and finishes specification – ADDENDUM B

1.1.2.4 Sketch draft plans – ADDENDUM C

1.1.3 **ATTORNEY** : means **Karin Hanekom Attorneys**, 9 Roslyn Street, Brackenfell 7560, P.O. Box 1847, Brackenfell 7561 Tel: 021 981 7230, Fax: 021 981 7231 (**Ref: Lynette Batchelor/Karen Roels**);

1.1.4 **BODY CORPORATE** : means the controlling body as contemplated in terms of Section 36 of the Act;

1.1.5 **BUILDING** : means the building to be constructed on the property

1.1.6 **BUSINESS DAY** : means any day other than Sunday, Saturday or Public Holiday;

1.1.7 **COMMON PROPERTY** : means the property and such parts of the building which does not form part of a section;

1.1.8 **COMPLETION DATE** : means the date upon which the unit is complete for beneficial occupation as certified by the Project Manager, whose decision as to the date shall be final and binding upon the parties;

1.1.9 **EXCLUSIVE USE AREA** : means those areas of the common property reserved for the exclusive use of the purchaser of the section;

1.1.10 **PROJECT MANAGER** : means the Project Manager appointed to act as such from time to time by the Seller in respect of the sectional title scheme to be developed on the property;

1.1.11 **PROPERTY** : means **ERF 173341 Lansdowne, Cape Town**

1.1.12 **PURCHASER** : means the purchaser as set forth in the Schedule;

1.1.13 **REGISTER** : means the sectional title register in respect of the property and the building/s to be opened in terms of the Act in the Deeds Registry at Cape Town;

1.1.14 **RULES** : means the management and conduct rules prescribed by the Act, those imposed by the Developer and as may be amended from time to time by the Body Corporate after registration of the scheme;

1.1.15 **SPECIFICATIONS** : means the attached Schedule marked Addendum "B";

- 1.1.16 **SECTION** : means the section which is depicted in the Architect's sketch draft plans marked Addendum "C";
- 1.1.17 **SECTION PLAN** : means the sectional plan as approved by the Surveyor General and registered by the Registrar of Deeds;
- 1.1.18 **SELLER** : means SELLESA DEVELOPERS CC NO. 2007/192731/23
- 1.1.19 **UNIT** : means a section together with its undivided share in common property apportioned to the section in accordance with its participation quota.

Words and expressions defined in the Act shall have the meanings as ascribed to them therein.

Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include females and words importing persons shall include partnerships and bodies corporate and vice versa.

Reference to the Agreement means this Deed of Sale and all Addendums thereto.

The head notes to the paragraphs to this Deed of Sale are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

The Purchasers' attention is specifically drawn to Section 49 of the Consumer Protection Act and confirms that the agent has explained the consequences of this clause in detail. The parties furthermore acknowledge that none of the terms of this agreement, despite the express references to the Consumer Protection Act, should be construed as an acknowledgement that the Consumer Protection Act applies to this transaction in circumstances where the act would not have been applicable to the transaction.

2 **ACKNOWLEDGEMENTS BY PURCHASER**

The Purchaser acknowledges that:-

- 2.1 The meanings and consequences of this document have been explained to him by the Agent(s);
- 2.2 The Sectional Plan may not have been prepared or approved and that accordingly the exact and final boundaries and areas of the Section and Exclusive Use Areas, if applicable will be those shown on the Draft Sectional Plan;
- 2.3 Since the unit was bought from the Draft Sectional Plan, as per Annexure "C", the Purchaser will be entitled to take transfer of the completed unit as it was depicted on the SDP (Site development plan) as well as hard copy plans attached to the Agreement of Sale and as pointed out to him/her by the Agent when the agreement was concluded. The Purchaser undertakes to accept transfer of the Unit as defined and re-numbered in the final approved Sectional Plan.
- 2.4 The Sectional Plan will be registered and the Register will be opened as soon as it is reasonably possible after the Completion Date. Transfer of the Unit and cession of any rights to an Exclusive Use Area, if applicable, shall take place simultaneously with or after the opening of the Register.
- 2.5 is aware that the Seller will be entitled to allow the Purchasers of Sections in the building to enjoy exclusive rights in respect of exclusive use areas on the common property (if applicable).
- 2.6 He is aware of Section 16 of the Consumer Protection Act and has been informed of his rights to cancel this agreement and rescind this transaction by notice to the Developer in writing, within 5 (FIVE) working days after conclusion of the transaction ONLY in the event this transaction was concluded as a result of direct marketing.

3 **SALE**

The Seller sells to the Purchaser who hereby purchases:

The Section as referred to in Addendum "A" and depicted in Addendum "C" and an undivided share in the Common Property apportioned to the Section in terms of the participation quota of the Section. In the event of the Exclusive Use Area not having been finally determined and/or defined at the date of signature hereof it shall be determined and/or defined by the Architect or the Seller's Surveyor whose decision shall be final and binding upon the Purchaser.

4 **PURCHASE PRICE**

The purchase price shall be the amount set forth in Addendum "A", which amount is inclusive of Value-Added Tax at the current rate of 14% (Fourteen percent).

The Purchaser shall pay the purchase price to the Seller as follows:

- 4.1 a 10% (TEN PERCENT) DEPOSIT to be paid within 7 days of signing the agreement should clause 21 not apply or else within 7 days from date of loan approval. The deposit paid in terms of this clause shall be held in trust by the Seller's Attorneys in a separate interest-bearing account on behalf of and for the benefit of the Purchaser. (The mentioned deposit is payable irrespective of the fact that the Purchaser may apply and obtain bond finance over and above the remaining 90 percent of the purchase price in which event any remaining deposit along with interest will be paid to the Purchaser on date of registration of transfer).
- 4.2 The BALANCE of the purchase price is payable against registration of transfer of the Unit into the name of the Purchaser and the Purchaser shall furnish the Seller with a bank- or other acceptable guarantee for the due payment of the balance of the purchase price. The Guarantee must be furnished to the Seller's attorneys within 7 (seven) days of being requested. Alternatively, the Purchaser may pay such balance to the Seller's attorneys, to be held in their trust account , pending registration of transfer.

The Purchaser's signature hereto shall constitute the Purchaser's written consent in terms of Section 78 (2A) of the Attorneys Act authorising the conveyancing attorneys to invest these monies in an interest-bearing account for the benefit of the Purchaser. All monies payable by the Purchaser in terms of the Agreement which is unpaid on due date shall bear interest at 1% (one percent) above the prime overdraft lending rate of ABSA BANK LTD. from time to time and shall be calculated from due date to date of payment. All or any payments to be effected hereunder, shall be effected by the Purchaser to the Seller or the Attorneys free of exchange at Brackenfell and without deduction or set off.

5 **NO WITHHOLDING PAYMENTS**

The Purchaser shall not be entitled to withhold, delay or abate payment of any amount due to the Seller by reason of any breach or alleged breach of the Seller's obligation of this Agreement.

6 **TRANSFER AND CESSION**

Transfer of the Unit shall be passed and Cession of any Exclusive Use Area (or allocated in terms of the Rules) shall be given by the Attorneys and taken as soon as is reasonably possible after the completion date. The attorneys **Karin Hanekom Attorneys** shall attend to the registration of the unit as well as any Mortgage Bond the Purchaser may have

apply for. The Seller reserves the right to approve the Financial Institution to which the Purchaser has applied for a bond.. The Developer will be obliged to pass transfer of the unit within a reasonable time after the date mentioned in clause 7 hereinafter. In the event that the developer is not in a position to pass transfer as provided for and such delay is not justifiable, depending on the circumstances of such delay, the Purchaser will have available to him the remedies under Section 19 of the Consumer Protection Act.

7 POSSESSION AND OCCUPATION

The Seller shall give to the Purchaser not less than 30 (thirty) days notice in writing of the anticipated completion date. The Seller shall endeavour to complete the building by+-

Possession and vacant occupation of the Unit and the Exclusive Use Area shall be given and taken by the Purchaser on the completiondate, on which date all risk and benefit in the unit shall pass to the Purchaser.

Should registration of transfer take place after the date of occupation by the Purchaser, the Purchaser shall pay occupational interest to the Seller in an amount equivalent to 1% (ONE PERCENT) of the gross purchase price of the unit per month, monthly in advance to the attorney, commencing on the day of occupation by the Purchaser. If the date of occupation falls on any day other than the first day of a calendar month, then the Purchaser shall be obliged to pay a pro-rata amount for the calendar month in which the occupation occurs.

The Seller does not guarantee that the unit will be ready for possession on the anticipated date of possession set out herein and, should the unit not be available for possession on such date the Purchaser shall have no claim, of whatsoever nature and kind, against the Seller arising from such late possession.

The Purchaser acknowledges that on the possession date the common property and other sections may still be incomplete and the Purchaser or his occupiers may as a result thereof suffer inconvenience from building operations and from noise and dust resulting therefrom and that the Purchaser shall have no claim whatsoever against the Seller by reason of any such inconvenience, provided that such inconvenience is not caused by the intentional or grossly negligent act/s of the Seller or its agent/s or its employee/s.

Should any dispute arise between the Seller and the Purchaser as to the date when the Unit is available for beneficial occupation, then the decision of the Seller's Project Manager, as to such date shall be final and binding upon the parties. Furthermore, the Purchaser shall be deemed, for purposes of the payment of occupational interest to have taken possession on the date on which the Seller's Project Manager certifies in writing by way of handover list that the Unit is available for beneficial occupation.

8 DEFECTS LIST

The Purchaser shall on date of occupation submit a written list of visible defects of the property to the Seller and the Seller shall endeavour at its own cost to remedy such defects as provided for elsewhere in the agreement. The Purchaser shall on date of occupation sign the happy letter for purposes of the Bank granting the purchasers' mortgage bond.

Should the defects list referred to, not be received by the Seller within 3 (three) days of occupation, the Purchaser shall be

deemed to have accepted the property in a fit and proper condition.

In the event of a dispute arising as to whether the defects identified need to be repaired and or whether the repairs have been satisfactorily undertaken, the decision of the Seller's Project Manager for the development shall be final and binding on the parties.

9 **WARRANTY**

Save as specifically set out in this Agreement, the Seller has made no representations and given no warranties in respect of the unit, the building or the exclusive use area or in respect of anything relating thereto other than as provided for in Clause 10. The Purchaser shall accept transfer of the unit subject to all conditions and servitudes benefitting or burdening the unit and the property whether existing or hereafter imposed by any competent authority or by the Seller.

10 **SELLER'S WARRANTY**

Sellesa Properties CC warrants in compliance with NATIONAL HOME BUILDERS REGISTRATION COUNCIL (NHBC) regulations:

The entire unit in respect of all patent defects and latent defects which have manifested themselves within a period of 3 (three) months from date of completion. (**KINDLY NOTE: Patent** defects are such which are visible on an ordinary inspection and **latent** defects are such that are not visible on an ordinary inspection). The Purchaser shall advise Sellesa Properties CC in writing within 3 (three) months from date of occupation of any defects which may have developed. Hairline cracks in the plasterwork are inevitable and are caused by the natural shrinkage of materials during the first months after completion. Sellesa Properties CC will repaint the affected areas only and will not be held responsible to repaint the entire unit or wall. Sellesa Properties CC cannot be held responsible for the matching of the existing colour.

The entire unit in respect of structural defects for 5 (five) years and roof leakage for a period of 1 (one) year from date of completion.

Sellesa Properties CC shall endeavour to rectify defects covered by the warranty as stated herein within 30 days of being notified thereof in writing depending on the nature of the problem. Repairs will only be done during working hours from Monday to Friday and if weather permits.

11 **UNDERTAKING AND WARRANTIES BY THE SELLER**

The Seller undertakes and warrants that should the unit sold not be erected or completed at the time of the sale, it will construct and complete the unit and the exclusive use area substantially in accordance with the draft plans (Addendum "C"), subject however to paragraph 21 below.

12 CONDITIONS APPLICABLE PENDING TRANSFER AND CESSION

Upon the Purchaser taking possession of the unit and any exclusive use area, pending transfer and cession, the following conditions will apply:-

- 12.1 save insofar as may be inconsistent with the provisions of this Agreement, the provisions of Section 44(1) of the Act shall apply.
- 12.2 the provisions of any Rules insofar as they cast any duty upon the owner or occupier of a unit, shall bind the Purchaser and be enforceable by the Seller;
- 12.3 the Purchaser may not make any alterations or additions to the unit and the exclusive use area;
- 12.4 the Purchaser shall maintain the interior of the Unit and the exclusive use area;
- 12.5 the Purchaser shall not sell, let or in any other manner dispose of or part with (whether temporarily or otherwise) the unit or his rights of occupation thereof, except with the written consent of the Seller, which consent shall not be unreasonably withheld.

The Seller shall, pending registration of the Sectional Plan:

- 12.6 insure the building and all improvements, in or upon the property to the full replacement value thereof against such risk as the Seller may decide;
- 12.7 maintain the common property including any exclusive use areas and keep it in a state of good and serviceable repair and in a neat, tidy and sanitary condition;
- 12.8 administer the property and make all payments in respect of rates, taxes and other imposts, electricity and water consumed upon the common property and all other charges in connection with the property and the building.

13 LEVIES

The Purchaser shall be liable from date of transfer for levies payable in terms of Section 37(1) of the Act. Pending the determination of such levy, the Purchaser shall from the date of transfer pay a monthly levy to the amount of approximately..... +- per square metre as being its bona fide estimate of such monthly levy. Upon the determination of the actual monthly levy so payable any amount unpaid or overpaid shall forthwith be paid or reimbursed by one party to the other. Such levies shall be paid to the Body Corporate, monthly in advance on the first day of each and every calendar month provided that if the date of transfer falls on any day other than the first day of a calendar month, then the Purchaser shall be obliged to pay a pro rata share of the levies due for the calendar month in which the transfer date occurs.

14 **MANAGING AGENT**

The Seller shall be entitled to appoint the first Managing Agent as provided for in the Rules of the Body Corporate which appointment shall be valid and binding on the Body Corporate for 1 (one) year after the first general meeting of the Body Corporate. The Purchaser gives the Seller the irrevocable power to make this appointment.

15 **DEFAULT**

If the Purchaser commits a breach of this Agreement or fails to comply with any of the provisions hereof, then the Seller shall be entitled to give the Purchaser 48 (forty eight) hours notice in writing to remedy such breach failing which the Seller may, without prejudice to any other rights or remedies, which it may have in law, including the right to claim damages;

15.1 to cancel this Agreement, in which event the Purchaser shall forfeit all monies paid to the Seller or its agent/s in terms hereof and claim damages; or

15.2 to claim immediate performance and/or payment of all the purchaser's obligations in terms hereof and claim damages.

Should the Purchaser dispute the Seller's right to cancel this Agreement, then pending the determination of that dispute, the Purchaser shall be obliged to continue payment of all amounts payable by him in terms of this Agreement on the due date thereof and the Seller shall be entitled to recover and accept those payments without prejudice to the Seller's claim for cancellation of this Agreement or any other rights of the Seller whatsoever.

Upon cancellation of this Agreement for any reason whatsoever, the Purchaser hereby undertakes to vacate forthwith the Unit and to procure that the Unit shall be vacated by any persons who occupy it throughout the Purchaser's title or by his permission. The Unit shall be re-delivered in the same good order and conditions as at the date of possession.

16 **JURISDICTION**

The Purchaser consents, in terms of the Magistrate's Court Act, to the jurisdiction of any Court having jurisdiction in terms of Section 28(1) of the said Act or of any legislation passed in substitution thereof, in any action instituted by the Seller arising out of this Agreement provided that the Seller shall at all times be entitled to institute any action arising out of this Agreement against the Purchaser in any Supreme Court of competent jurisdiction.

17 **COSTS**

The SELLER is liable to pay all attorneys transfer registration costs in connection with transfer of the PROPERTY . The Purchaser shall be liable for the bond registration and for the initiation fee levied by the banking institution, which may be debited to the bond account of the Purchaser.

18 TAX AFFAIRS

The Seller and Purchaser declare that their tax affairs are in order.

Should a transfer duty receipt not be issued within 1 (one) month of payment of the transfer duty or alternatively the issuing of an undertaking to pay VAT to SARS and should the failure or refusal of SARS to issue the transfer duty receipt be due to the tax affairs of the Purchaser not being in order, the Purchaser shall be in breach of this agreement and the Seller shall be entitled to the relief referred to in Clauses 18.3.2, 18.3.3 and 18.3.4 below.

In the event of the PURCHASER'S tax affairs not being in order, then the SELLER may:

- 18.3.1 hold the PURCHASER bound to this Agreement, enforce performance of the obligations of the PURCHASER hereunder and claim immediate payment of all amounts payable by the PURCHASER under this Agreement, including payment of full balance of the purchase price outstanding together with any interest accruing thereon, costs and other charges: or
- 18.3.2 cancel this Agreement forthwith; and
- 18.3.3 claim damages from the PURCHASER in which event he/she shall not be obliged to return to the PURCHASER such amounts as have already been paid by the PURCHASER, but shall be entitled to retain such amounts, together with interest accruing thereon, pending the determination of the amount of such damages and upon such determination in favour of the SELLER such amount shall be deemed to have been paid by the PURCHASER on account of the damages suffered by the SELLER and the balance of the amount paid by the PURCHASER shall be refunded to him should the damages be less than the actual payment made; or
- 18.3.4 retain all amounts paid by the PURCHASER as Liquidated Damages.

19 GENERAL

- 19.1 The terms of this Agreement from the sole contractual relationship between the parties hereto and no variation of this Agreement shall affect the terms hereof unless such variations shall be reduced to writing under the hands of the parties hereto.
- 19.2 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 any respect under this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a novation of this Agreement.
- 19.3 Each of the parties hereby undertakes when called upon to forthwith 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 Declaration and Affidavits. Both parties furthermore undertake to comply with the requirements of the Financial Intelligence Centre Act no 38 of 2001 and more in particular to provide the necessary documents as required, when called upon to do so by the Conveyancer or estate agent.

- 19.4 If there is more than one Purchaser in terms of this Agreement, then the liability of each of the Purchasers shall be joint and several.
- 19.5 The Purchaser shall not have any claim to be relieved of any obligations under this Agreement or entitled to any reduction of monies due in terms hereof by reason of any delay or failure in obtaining approval of the Development or opening of the Sectional Title Register or any other delay of any kind.
- 19.6 In the event the Developer applied for development finance from whichever financier subject to compliance with certain terms and conditions and should the Developer not be able to comply with any such condition prior to the anticipated date of registration of the scheme, the Developer may be able to withdraw from this agreement, giving notice thereof as per the requirements in this agreement. In such event all monies already paid by the Purchaser will be tendered upon acceptance of cancellation of the agreement of sale for this unit. No party will have any claim against the other for whatever reason.
- 19.7 Irrespective of any conditions imposed as referred to in clause 19.6 above the developer reserves the right to instruct registration of transfer and the opening of the scheme once 85% (EIGHTY FIVE) percent of all units in the scheme has been sold successfully.

20 NOTICES AND DOMICILIA

- 20.1 Each of the parties chooses domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement at the respective addresses set forth in the Covering Schedule.
- 20.2 Each of the parties shall be entitled from time to time, by written notice to the others to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.
- 20.3 Any notice given and any payment made by a party to any other others ("the addressee") which:
- 20.3.1 is delivered by hand during the normal business hours of the addressee the addressee's domicilium for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
- 20.3.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the fourth day at the date of posting.
- 20.3.3 is sent by fax or e-mail to the designated fax number or e-mail address on the schedule hereto, shall be

deemed to have been received within 1 (one) hour after the time of transmission - working days only, excluding weekends and public holidays.

- 20.4 Where, in terms of this Agreement any communications is required to be in writing, the term "writing" shall include communications by fax or e-mail.

21 MORTGAGE BOND

- 21.1 This sale is subject to the Purchaser obtaining a loan from a recognised financial institution in the amount of R..... as specified in Addendum "A" or any other amount acceptable to the buyer on the institution's usual terms and conditions relating to such loans. This loan must be obtained and the banks' quotation (as referred to in the National Credit Act 34/2005) accepted within 14 (fourteen) days of signature hereof by the Purchaser. This condition shall be deemed to be fulfilled upon notification by the bank of the Purchaser or his agent of a quotation having been issued upon normal banking conditions. Should such bond not be so granted within the time allowed then this agreement shall not automatically lapse and shall continue to prevail until either party gives the other 7 (seven) days notice of this intention to terminate the agreement if the loan is not obtained within such period.
- 21.2 The Seller and Purchaser hereby jointly appoint the mortgage bond brokers Mortgage Explorer, (Arrie Laing) Tel: 021 591 4328, Fax: 086 684 4012, Email: arrie@mortgageexplorer.co.za or any other mortgage bond broker approved by the Seller to apply in his name for a loan referred to in 21.1 above to the financial institution approved by the Seller.
- 21.3 The Purchaser may not after his mortgage bond has been approved by a bank, replace the said mortgage bond with the mortgage bond of another bank. The delays caused by this practise is not acceptable.
- 21.4 Only the attorneys **Karin Hanekom Attorneys** shall be allowed to register the mortgage bond of the Purchaser, and the Seller may cancel this sale if the Purchaser does not comply.
- 21.5 In the event a bond has been approved as per the specifications as referred to in clause 21.1 above and prior to date of registration of transfer, the bond is withdrawn, whether on instructions of the Purchaser or for any other reason by such bank, it will still be regarded that the suspensive condition was met at a prior date and will therefor result in a breach of the agreement by the Purchaser and be dealt with accordingly and as provided for in this agreement.

22 VARIATIONS OF SPECIFICATIONS AND UNIT

- 22.1 The building and the unit shall be built substantially in accordance with the annexed plans and the specification hereto provided that the Seller shall be entitled to substitute items of a similar standard and quality for any specified item. Moreover, the Seller shall be entitled to vary the plans for the building should the Seller consider the same reasonably necessary for technical or aesthetic reasons. The Developer will however, nor be allowed to unilaterally decide to substitute same with alternatives of his own choice but will consult the Purchaser in the event such substitution constitutes a material and / or essential change in finish/ fixture or fitting. In the event the Purchaser was not consulted, the Purchaser will have available to him the remedies under section 18 (3) of the Consumer Protection Act.
- 22.2 If any dispute arises between the parties regarding the above changes the decision of the Seller's Project Manager shall be final and binding as to whether or not there has been substantial compliance by the Seller or its obligations. Should the dispute be determined in favour of the purchaser then the purchaser shall be restricted in his rights to cancellation of the agreement and a refund of all monies, if any, paid to the seller or his attorneys.
- 22.3 The Purchaser shall not be entitled to demand any variations to the unit or the specifications prior to taking transfer of the Unit in his name.
- 22.4 Should any item in the selection of finishes on display not be available from the supplier at the time the Seller needs to install these items, the Seller shall be entitled to present the Purchaser with a substitute item of a similar standard and quality. In such an event the Purchaser shall choose such substitute item on presentation thereof by the Seller.

23 NO INTERFERENCE

The Purchaser shall not in any way interfere with or give any instructions to any employee, contractor or subcontractor or agent of the Seller. Any notice or request relating to building work must be referred by the Purchaser to the Seller's office for the attention of Ms Vanessa Fourie.

24 OFFER

This Agreement, after it has been signed by the Purchaser, shall be deemed to be irrevocable until such time as the suspensive conditions have been met or declined.

25 CONDITIONS PRECEDENT

- 25.1 The Purchaser acknowledges that the economic viability of the Development depends largely on the response by the purchasing public to the advertising campaign launched in respect of the Development, namely ROSEDON PLACE

- 25.2 The Developer has imposed the following condition for his own benefit and reserves the right to withdraw from this agreement prior to registration of transfer in the name of the Purchaser in the event either of the following event/s occur:
- 25.2.1 the Developer, accepts an Offer to Purchase the development as a whole from a single buyer, which the Developer will be allowed to accept until such time as the Developer has managed to sell 70% of all the units in the development successfully;
- 25.2.2 In the event for whatever reason the Developer is of the opinion that the development will not be financially viable for any other reasons, which may include the reason mentioned in 25.2.1 above, the Developer may notify the Purchaser accordingly.
- 25.3 With reference to clause 25.2 above the notification to the Purchaser will be given on the following terms and conditions:-
- 25.3.1 the Developer, via his attorney, may give notice to the Purchaser in the prescribed method as provided for in this agreement, pertaining to notification.
- 25.3.2 notice to the Purchaser may be given to the Purchaser at any stage after the Purchaser has submitted his Offer to Purchase to the Developer but may not be given at any stage after the Deed to pass transfer has been lodged at the Deeds Office for registration purposes;
- 25.3.3 repayment of any amount deposited, any security and/or guarantee submitted, should simultaneously be tendered by the Developer.
- 25.3.4 after notification and compliance with clause 25.3.3 above, the agreement between the Developer and the Purchaser will be regarded as null and void and no party will have any claim against the other for any reason resulting from the termination of the agreement
- 25.4 The purchase price has been calculated by the Seller on the zoning approval by the Local Authority of 74 (Seventy Four) units in the Development. In the event that the Local Authority approves a lesser amount of units in the Development, and in the event that the parties cannot agree on a revised purchase price based on the lesser amount of units in the Development, this agreement shall lapse and be null and void. All monies, together with interest thereon earned, paid by the Purchaser to the Seller shall be refunded to him immediately.

26 EXTENSION OF SCHEME

The Seller reserves the right to develop the scheme in more than one phase and the Developer accordingly herewith reserves the right to extend the scheme in the aforementioned manner in terms of Section 25 of the Sectional Titles Act and the Purchaser hereby consents to the reservation of a real right to extend the scheme as contemplated in the aforesaid section.

27 **COMPANY/CLOSE CORPORATION/TRUST - formed**

In the event of the Purchaser being a Company or a Close Corporation or The Trustees for the time being of a Trust, the signatory for the Purchaser by his signature hereto binds himself to the Seller as surety and co-principal debtor in solidum for the Purchaser under renunciation of the benefits of excussion and division for the performance by the Purchaser of all the Purchaser's obligations in terms of this Agreement.

DATED AT THIS DAY OF 20

AS WITNESSES:

1.
PURCHASER
2.

DATED AT THIS DAY OF20

AS WITNESSES:

1.
SELLER
2.

ADDENDUM "A"
ROSEDON PLACE

PURCHASER'S NAME:

	Section	UNIT	GARDEN	OPEN PARKING BAY	
IDENTIFYING NUMBER					

Purchase Price (VAT Inclusive) R_____

Less: Deposit (See Clause 4) R_____

Less: Mortgage Bond (See Clause 21) Name of Bank: _____ R_____

Balance of Purchase Price
(See Clause 4) R_____

Estimated Date of Possession and Occupation (See Clause 7)

Occupational Rent (See Clause 7).

ADDENDUM "B"

MATERIAL AND FINISHES SPECIFICATION

1. FOUNDATIONS AND STRUCTURE

Foundation walls are to be built in strict accordance with the municipal building regulations.

All external walls are to be built in two brick skins externally and with a 50mm cavity between, tied together with galvanised wire ties. Wherever this cavity is breached, a damp proof course is to be built in.

2. ROOF COVERING AND FASCIAS

The roof covering shall be cement roof tiles.

3. DOORS AND FRAMES

The front door 6 or 8 panel solid Maranti.

The patio doors to be as shown on, if applicable.

Internal doors to be Albany hollowcore painted white.

Internal doorframes are wood and finished in white enamel.

4. IRONMONGERY

Locks internally to be chrome handles with mortice locksets.

Unit numerals to be provided.

5. WINDOWS

All windows shall be aluminium, colour developer's choice.

6. PLASTER

EXTERIOR WALLS: Smooth plaster & painted.

INTERNAL WALLS: One coat cement smooth plastered throughout.

WINDOW CILLS: Plastered sills externally as shown on drawings.

7. WALL TILING

Wall tiles chosen as per developer's choice.

Areas tiled are as follows:

Kitchen : Walls shall be tiled above cupboard units to a height of 450 mm.

Bathroom: To be tiled to 1,5m all round, and full height in shower.

8. FLOOR COVERING

Laminated flooring (8mm) to both bedrooms as per developers choice.

Floor tiles to the kitchen, bathroom as per developers choice.

Skirtings to be 19 x 75 mm SA Pine painted white.

Roads / driveways / parking - by developer.

9. CEILINGS

All ceilings to be concrete.

10. PAINTING

All plaster surfaces to be finished with one filler coat and two coats of acrylic PVA.

Internal - good quality long lasting paint - white colour.

All woodwork is to be varnished- developer's choice.

11. PLUMBING

Sanitary fittings: (All white except sink).

Sink: Stainless steel double "drop in" type.

Bath : 1700 x 700 mm Acrylic White - with handles.

Basin : As per developer's choice.

Shower: As per developer's choice (if applicable).

WC: Semi-close-coupled suite with white plastic seat-
developer's choice.

12. TAPS

All internal taps to be of high quality range as per developer's choice.

A washing machine tap and outlet is to be provided as shown on plan.

Aluminium gutter and down pipe shall be used.

13. **ELECTRICAL INSTALLATION****PLUGS****KITCHEN**

1 single plug - fridge
 1 single plug - washing machine
 2 double plugs above counter

LOUNGE / DINING ROOM

1 TV point - DSTV point provided (No Decoder)

2 single plugs
 1 Telkom point

MAIN BEDROOM

1 single plug

BEDROOM 2

1 single plug

LIGHTS

As per developer's choice.

3 IN ONE STOVE, WASHING MACHINE & FRIDGE silver colour developer,s choice.

14. **CUPBOARDS**

Kitchen cupboards will be in colour Melamine as developers choice..

Kitchen cupboards to be installed complete by specialist in position indicated on plan.

Built-in cupboards are provided to all bedrooms finished externally in white Melamine. Kitchen counters-granite as per developer's choice.

NOTE: Geyser to be fitted as per developer's choice.

15. **SECURITY SYSTEMS**

An intercom system will be provided between the units to the main gate.

Each unit will be provided with a remote operated gate release.

16. **GLAZING**

Clear sheet glass generally. Obscure glass to bathroom.

All glass panel doors to be safety glass at bottom.

17. **GRASSING**

Grassing to entire site shall be provided as indicated on plan.

18. **EXCLUSIVE USE GARDENS**

Plastered walls facing road and painted.
1.8m Vibracrete to dividing walls with gates where applicable.

19. **STAIRWELL**

Concrete.

20. **BALLUSTRADES**

Balustrades as developer's choice.
ALL OTHER FINISHES TO DEVELOPERS SPECIFICATIONS.

SELECTION OF FINISHES

PURCHASER(s):
UNIT NR:, Rosedon Place
KITCHEN:	Reference:
Floor & Wall:
Cupboards:
BATHROOM:	Reference:
Floor & Wall:
BEDROOM(S):	Reference:
Carpets:
Tiles:
Laminated Flooring:

Date: / / 2011

Purchaser (1): Purchaser (2):

Sales Executive: Susan van Wyk Signature: