

DEED OF SALE  
FOR A PLOT IN THE DEVELOPMENT KNOWN AS



THE KINGSLEY

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secure private estate

ENTERED INTO BY AND BETWEEN

**COMBINED DEVELOPERS (PTY) LTD**

**REGISTRATION NUMBER: 2008/021866/07**

AND

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**(Purchaser)**

ERF NO. \_\_\_\_\_, KENGIES EXT 32

THIS AGREEMENT MAY BE SUBJECT TO THE PROVISIONS OF THE CONSUMER PROTECTION ACT NO. 68 OF 2008, DEPENDING ON THE STATUS OF THE PURCHASER

### **CONSUMER PROTECTION ACT NOTICE**

In complying with the Consumer Protection Act, certain portions of the agreement have been printed in ***bold italics***. The reason for this is to specifically draw the Purchaser's attention to these clauses as they either:

- limit in some way the risk or liability of the Seller or any other person;
- constitute an assumption of risk or liability by the Purchaser;
- impose an obligation on the Purchaser to indemnify the Seller or any other person for some cause; or
- is an acknowledgement of a fact by the Purchaser.

**Kindly ensure that before signing this agreement that you have had an adequate opportunity to understand these terms. If you do not understand these terms or if you do not appreciate their effect, please ask for an explanation and do not sign the agreement until the terms have been explained to your satisfaction.**

THIS AGREEMENT IS SUBJECT TO THE PROVISIONS OF THE PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013

### **PROTECTION OF PERSONAL INFORMATION ACT NOTICE**

The Seller hereby agrees and gives its consent to the Agent involved in the sale, and to the attorneys who will register the transfer of the property, to process its personal information for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act.

The Purchaser hereby agrees and gives its consent to the Seller and the Agent to sharing this Agreement and the Purchaser's personal information with the attorneys for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act.

#### **1. SALE**

The Seller sells to the Purchaser who purchases the following

property: Erf No: \_\_\_\_\_, The Kingsley, Kengies Ext 32

(hereinafter referred to as "the Property")

#### **2. PURCHASE PRICE**

The purchase price is inclusive of VAT as listed in Schedule "A". In the event of the rate of VAT (which is currently 15%) increasing or decreasing after date of signature of this agreement, and in the event that such increase or decrease is applicable to this Agreement, the purchase price will be increased or decreased accordingly.

### 3. PAYMENT OF PURCHASE PRICE

- 3.1 The purchase price shall be payable by the Purchaser to the Seller in the following manner:
- 3.1.1 A deposit of R\_\_\_\_\_ shall be paid to the attorneys in cash or by bank guaranteed cheque or by electronic funds transfer on signature of this agreement by the Purchaser. This deposit shall be held in trust by the attorneys, who shall invest same in an interest bearing savings account, which interest shall accrue to the Purchaser.
- 3.1.2 The Purchaser herewith irrevocably grants the attorneys permission to invest all monies paid to the attorneys in respect of this transaction with a registered bank of their choice, in terms of section 86(4) of the Legal Practice Act 28 of 2014 ("LPA"), upon receipt by the attorneys of proof of payment by the Purchaser together with the required Financial Intelligence Centre Act 38 of 2001 ("FICA") documentation. Interest on the investment will accrue to the Purchaser subject to the provisions of section 86(5) of the LPA, which stipulates that as from 1 March 2019, 5% of the interest accrued on accounts opened in terms of section 86(4) of the LPA must be paid over to the Legal Practitioner's Fidelity Fund. Although the attorneys will select one of the reputable South African banks for the investment of the deposit, the Purchaser acknowledges that the deposit will not be protected in the unlikely event that the bank goes insolvent (bankrupt).
- 3.1.3 Should the Purchaser fail to pay the deposit referred to in clause 3.1.1 punctually, the Seller shall automatically be entitled but not obliged, notwithstanding the provisions of clause 12, to **SUMMARILY CANCEL** this Agreement without prior notice to the Purchaser, by reason of a material breach of the terms of this Agreement.
- 3.1.4 The balance of the purchase price shall be paid against tender of transfer of the unit in the name of the Purchaser.
- 3.2 All or any payments made by the Purchaser in accordance with this Agreement, shall be paid to the transferring attorneys free of exchange, set-off or deduction of any nature.

### 4. GUARANTEE FOR BALANCE OF PURCHASE PRICE

The Purchaser shall provide the Seller or the transferring attorneys with a bank or other guarantee acceptable to the Seller for the payment of the balance of the purchase price. This guarantee must be provided within 10 (TEN) ordinary days of signature of this Agreement or, if there are any suspensive conditions that have been included in this agreement for the benefit of the Purchaser only, within 10 (TEN) ordinary days of fulfilment of all these suspensive conditions. A bank guarantee is a letter of undertaking which South African banks are able to issue, against payment of their standard fee, if the Purchaser has enough money or a big enough loan facility at the relevant bank.

### 5. POSSESSION AND DELIVERY, OCCUPATION, RISK AND BENEFIT

- 5.1 Vacant occupation of the Property shall be given to the Purchaser on date of registration of transfer. ***On this day the Property will be deemed to have been delivered to the Purchaser.***
- 5.2 ***On occupation of the Property, the risk of ownership thereof shall pass to the Purchaser, from which date he shall receive all benefits from and be responsible for all rates, taxes and other charges levied upon the Property (including levies due to the applicable home owners' association) plus Value Added Tax ("VAT") thereon, if applicable. What this means is that as from this date the Purchaser will be responsible for anything that might happen to the Property and be responsible for all costs relating to the Property as if the Purchaser was already the registered owner.***

- 5.3 The Purchaser knows that the Property forms part of a property development, the planning and execution of which is subject to numerous factors outside of the Seller's control. While every effort will be made by the Seller to ensure that the development is proceeded with, there is no guarantee to this effect. Should the Seller be incapable of obtaining transfer of the erf on which the Property is to be constructed, or should the development lose its commercial feasibility, or should insufficient sales of units in the development be achieved, or should the development not occur for any reason in the Seller's discretion, then the Seller will be entitled to cancel this Agreement on notice to the Purchaser, who shall then be entitled to return of its deposit.

## 6. TRANSFER AND COSTS

- 6.1 Transfer shall be effected by the Seller's transferring attorneys, Victor & Partners Inc., Constantia Kloof, Telephone: (011) 831 0000 ("the attorneys"), as soon as possible. ***The Purchaser shall on demand pay all transfer costs and all charges incidental hereto and shall on demand sign all transfer, loan applications and mortgage bond registration documents.*** The estimated amount of these costs is set out in Schedule "A" attached hereto.
- 6.2 ***Should the Purchaser be registering a bond over the property to finance any part of the purchase price, the Purchaser shall, on demand, pay the costs of any such bond including the fees charged by the bank and the attorneys' bond registration fees.*** These amounts are not included as part of the costs of the transaction in Schedule "A", as the Purchaser cannot be obliged to enter into a mortgage agreement and the Seller will have no control over the fees that might be charged for the bond by the bank or the attorneys who register the bond.
- 6.3 The Purchaser will furthermore pay the connection fee for water, electricity and sewerage, and any consumer deposit payable for the opening of a new service account (water and electricity account) with the Local Authority (if any).

## 7. MORTGAGE BOND – SUSPENSIVE CONDITION

This Agreement is subject to the suspensive condition that a bank grants in writing on its normal terms and conditions a loan or loans secured by a mortgage bond or bonds over the Property for an amount as indicated in Schedule "A" ~~or such lesser amount as the Purchaser may accept~~ by no later than 30 (thirty) days after the Seller has signed this Agreement or such later date as the Seller in his sole discretion may allow. The Purchaser shall ensure that all reasonable steps are taken to enable the loan to be timeously granted. **This condition shall be deemed to have been fulfilled on the date upon which the financial institution issues a written loan quotation to the Purchaser on the terms stated therein.** In the event that this suspensive condition is not fulfilled timeously, this Agreement shall lapse and be of no further force and effect.

## 8. HOME OWNERS ASSOCIATION

The Purchaser acknowledges that a Home Owners Association ("HOA") will be established to regulate, control and manage the common interests of the owners of properties in the development. The Seller will appoint and delegate any or all of its powers and duties in the management of the development to a Managing Agent of its choice. On registration of transfer the Purchaser will become a member of the HOA and be bound by its constitution and rules. The Purchaser specifically acknowledges that he will be liable for levies plus VAT thereon, an estimate of which is detailed in Schedule "A".

**The Seller reserves the right to install fibre optic communication or any other data and/or voice communication services in respect of the development as well as a network to serve each individual unit within the development. In the event that the Seller so elects to install the aforesaid communication and network, an additional levy per month shall be imposed upon the owners by the Home Owners Association for these services. The Purchaser specifically acknowledges that he/she will be liable for this additional levy plus VAT thereon, an estimate of which is detailed in Schedule "A".**

***The Purchaser herewith acknowledges that he has received and read a copy of the draft constitution and rules of the Home Owners Association and understands the contents thereof.***

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Purchaser

The Purchaser will be obliged to get the written consent of the HOA and Combined Developers (Pty) Ltd, when it sells the Property and the next owner must also get consent if it in turn sells the Property. The deeds office will not transfer the Property without these consents (**See also Clause 18**).

## 9. STATUTORY APPROVALS

The Purchaser is aware that the Property forms part of a new township development and as such the Seller is relying on obtaining certain town planning, environmental and other statutory and regulatory approvals before it will be in a position to transfer the Property to the Purchaser; including, but not limited to, approval of the site development plan, section 29(1) certificate, building plans, Homeowners' Association Constitution and architectural guidelines of the intended development, of which the Property forms part, which may be pending, and/or amended before being finally approved. Should the required approvals not be obtained within a reasonable time, or should the regulatory authorities require material amendments to the intended development, then the Seller will be entitled to cancel this Agreement on notice to the Purchaser, in which event all monies paid by the Purchaser in terms of this Agreement will be repaid.

## 10. BUILDING AGREEMENT – SUSPENSIVE CONDITION

The Purchaser acknowledges that the Property is sold on a plot and plan basis and that this agreement is subject to the Purchaser, simultaneously with the signing hereof, entering into a building agreement with the Seller's building contractor. The Seller has appointed its preferred building contractor, TGP Construction Gauteng (Pty) Ltd, for the construction of houses in the development. In the event that this suspensive condition is not fulfilled timeously, this Agreement will lapse and be of no further force or effect.

## 11. LEGAL PERSON(S)/SURETYSHIP

*In the event of the Purchaser or Seller being a Company, Close Corporation or Trust the signatory hereto by virtue of his signature hereunto warrants that he is duly authorised by such Company, Close Corporation or Trust to enter into this Agreement and that this Agreement is binding upon and enforceable against such Company, Close Corporation or Trust. The signatory for and on behalf of the Purchaser or Seller as the case may be hereby binds himself/herself in his/her personal capacity as surety to and in favour of the party to whom any obligation is owed in terms hereof for the obligation/s of the party so owing the obligation, and waiving the benefit of excussion. What this means is that if the Purchaser cannot pay that the person who signs for the Purchaser will have to personally pay and vice versa.*

## 12. BREACH

12.1 If any party ("the defaulting party") commits a breach of this Agreement and persists with such breach for more than 7 (SEVEN) days after being called upon in writing to rectify same, then the innocent party shall be entitled (but not obliged) without prejudice to any other rights or remedies which it may have in law, including the right to claim damages:

12.1.1 to cancel this agreement and claim damages; or

12.1.2 to claim immediate performance and/or payment of all the defaulting party's outstanding obligations in terms hereof and claim damages.

12.2 Upon cancellation by virtue of breach, and should the defaulting party have been the Purchaser, the Seller shall be entitled to retain all amounts paid by the Purchaser on account of the Purchase Price, including the deposit, and/or all amounts paid towards the contract sum in terms of the building agreement (as envisioned in terms of clause 10), as reasonable pre-estimated damages in addition to the further rights set out in the breach paragraph above.

- 12.3 The Seller's claim for damages against the Purchaser, by virtue of the Purchaser's default, shall rank above that of any claims relating to this Agreement by other parties.
- 12.4 Upon cancellation by virtue of default, and should the defaulting party have been the Seller, the Seller shall pay to the Purchaser an amount equal to the deposit paid by the Purchaser and the Purchaser shall be entitled to retain this amount as reasonable pre-estimated damages in addition to the further rights set out in the breach paragraph above.
- 12.5 If the Seller becomes entitled and elects to cancel this Agreement after the Purchaser has taken occupation of the Property, then the Purchaser shall notwithstanding that this Agreement may well be validly cancelled continue to pay the occupational rental, the municipal charges and the levy and any other amounts as if the Agreement had not been cancelled. The Seller shall be entitled to claim and accept payment of such amounts without prejudice to the Seller's claim for cancellation of this Agreement.
- 12.6 Should a party ("the guilty party") breach this agreement and the other party ("the innocent party") elect not to exercise its right to cancel this agreement but instead to institute proceedings seeking an order that obligates the guilty party to perform in terms of this agreement, that election by the innocent party will not be final and will not prevent the innocent party from exercising its right to cancel this agreement at a later date based on the same instance of breach for which legal proceedings were instituted.
- 12.7 Notwithstanding the above provisions, neither party shall be entitled to cancel the agreement after 7 (seven) days' notice if the breach complained of is not reasonably capable of being remedied in the 7 (seven) day period. In such an event the notice placing the defaulting party on terms to perform shall only entitle the cancellation of the agreement if the period given to perform is reasonable in the circumstances.
- 12.8 In addition and without prejudice to the remedies provided in this clause 12, any amount which is not paid by the Purchaser promptly on due date shall automatically and without notice, bear interest at a rate which is two percentage points higher than the prime rate. Such interest shall be calculated from the due date for payment or performance, as the case may be, up to and including the date of receipt of payment.
- 12.9 All payments made by the Purchaser shall be allocated firstly to the payment of interest, secondly to the payment of any monies (other than the Purchase Price) due in terms of this Agreement and finally, to the reduction of the Purchase Price.
13. **CHOSEN ADDRESSES FOR SERVICE OF NOTICES**
- 13.1 The Parties hereby choose the following addresses as the addresses at which they will accept all notices including legal notices and summonses:
- 13.1.1 the Seller care of the attorneys.
- 13.1.2 the Purchaser at the address recorded in Schedule "A" hereto.
- 13.2 Any notice to any party shall be addressed to it at its chosen address and sent by prepaid registered post or delivered by hand or sent by fax to the fax number recorded in Schedule "A" attached hereto or sent by e-mail to the e-mail address also recorded in Schedule "A".
- 13.3 In case of any notice sent by prepaid registered post, it shall be deemed to have been received on the 4th (fourth) business day after posting.
- 13.4 If the document is sent in any other way it must be received by the addressee to be effective notice.
- 13.5 This paragraph shall not affect the provisions of any other law which deals with the service of documents issued by any court.

14. **DIRECT MARKETING COOLING OFF RIGHT**

- 14.1 In terms of section 16 of the Consumer Protection Act, if this sale has resulted from direct marketing by the Seller or its agents the Purchaser has the right to cancel this Agreement without reason or penalty by written notice within 5 (five) business days after the Agreement was concluded.
- 14.2 The Seller is not prepared to enter into this Agreement with any Purchaser if the transaction has resulted from direct marketing. ***By signing this Agreement, the Purchaser warrants that this transaction has not resulted from direct marketing and the Seller enters into this transaction relying entirely upon such a warranty.***
- 14.3 If the Purchaser is successful in cancelling this Agreement by relying upon the right of cancellation flowing from the direct marketing provisions of the Consumer Protection Act, the Purchaser shall be liable for the damages suffered by the Seller as a result thereof on the basis of the Purchaser's breach of warranty.

15. **GENERAL AND SPECIFIC RELEVANT WARRANTIES**

- 15.1 ***No variation of this Agreement and no cancellation shall be binding on the parties unless such variation or cancellation is in writing and signed by the parties hereto.***
- 15.2 No extension of time or indulgence which either party might grant to the other shall have any effect on the rights which either party might have in terms of the Agreement. Should either party not strictly enforce their right under this Agreement, it will not amount to waiver of such a right, and it shall also not be regarded as creating a new or varied Agreement.
- 15.3 The Seller shall be entitled, on written notice to the Purchaser, to amend and/or vary the terms and conditions of this Agreement as a result of any application of existing, new and/or amended law(s), rule(s), ordinance(s), tax(es), statute(s), requirement(s), code(s) and regulation(s) of all governmental authorities applicable to this Agreement.
- 15.4 ***If there is more than one Purchaser in terms of this Agreement, they shall each be fully liable for all of the obligations of the Purchaser and these obligations shall not be able to be divided between these Purchasers, i.e. the liability of each of the Purchasers shall be joint and several.***
- 15.5 The Purchaser records, in the space provided below, any representations and promises which have been made to him by the Seller and/or the agent and/or a person acting on behalf of the Seller which has caused the Purchaser to enter into this Agreement and which are ***not*** already recorded elsewhere in this Agreement. If the Seller's agent has offered a written explanation of any portion of this Agreement then this must also be mentioned below:  
.....  
.....  
.....
- 15.6 ***The Purchaser warrants that no other representations have been made to him which have caused the Purchaser to enter into this Agreement and that this document contains the entire Agreement between the parties.***
- 15.7 ***Both parties agree that the personal information reflected in Schedule "A" annexed hereto is deemed to be, and constitutes, an integral part of this Agreement. By signing this Agreement each party warrants and certifies that all such information relating to him is true and correct.***
- 15.8 ***The Purchaser furthermore warrants that the Purchaser has not been introduced to the Seller or the Property by any other agency/agent other than \_\_\_\_\_ (NAME OF AGENCY). If so, the Purchaser will be required to pay the commission claimed by any other agent.***

- 15.9 ***The Purchaser furthermore warrants that the Purchaser has not informed the Seller of the use to which the Purchaser intends to put the Property and that the Seller will accordingly assume that it is to be used for ordinary residential purposes.***
- 15.10 ***The Purchaser warrants that the Purchaser is not currently and until transfer of the Property to the Purchaser, will not be in default of any income or other tax law obligations to the South African Revenue Service which will serve to delay the obtaining of a transfer duty receipt / exemption certificate from the South African Revenue Service or serve to cause the financial institution granting mortgage finance to the Purchaser (if applicable) to withdraw the mortgage finance offered.***
- 15.11 ***The Property is sold voetstoots as it stands, subject to all existing conditions, servitudes, ground conditions and town planning schemes applicable to the Property. The Seller shall not be held liable for any defects in the property, whether latent or otherwise and the Purchaser will have no claim against the Seller for any material deficiency in the size of the Property, which may later be revealed.***
- 15.12 ***It is recorded that all marketing materials are for visualisation purposes only and subject to change. The look of the final product may differ. The Seller will not be held bound by the contents of marketing materials, nor be held liable for any deviations.***
- 15.13 ***By signing this Agreement, each party hereby warrants and confirms that the meaning and consequences of all the provisions of this Agreement were explained to them prior to signature hereof.***

## 16. COMMISSION

- 16.1 Commission (if applicable) shall be payable to the estate agent by the Seller on registration of transfer of the Property to the Purchaser in the amount as agreed between the Seller and the estate agent.
- 16.2 The Seller shall not be liable to pay the estate agent commission before registration of transfer of the Property has taken place. However, should this agreement be cancelled by virtue of the Purchaser's breach, the Purchaser shall be liable for the full commission (both in terms of this Agreement as well as the building agreement, as envisioned in clause 10, if applicable) and the estate agent shall be entitled to recover same from the Purchaser.

## 17. BOND ORIGINATOR

- 17.1 In the interest of obtaining bond approval as soon as possible, the Purchaser will, where this Agreement is subject to the Purchaser obtaining mortgage finance, use the services of BondMatters ("BondMatters") as a mortgage originator, and will forward all documents required by BondMatters for the submission of a mortgage bond application with the major banks (with the exception of clients banking at RMB, Investec or having a Private Banker).
- 17.2 The Seller will release the Purchaser's contact details and the signed Agreement to BondMatters as part of the bond approval process. The Purchaser will then be contacted by BondMatters to obtain further required information.
- 17.3 The Seller may upon request from the Purchaser waive the Purchaser's obligation to use BondMatters in instances where it is in the Seller's opinion reasonable to do so, such as in the case of private bank clients who cannot obtain bonds by use of mortgage originators
- 17.4 ***Should the Purchaser obtain a bond other than through the services of BondMatters, then the Purchaser shall pay a penalty which is 1% (one per cent) of the purchase price before transfer and on demand by the Seller. In the case of the Purchaser entering into a building agreement as part of the purchase, the 1% penalty will be calculated on the erf price and the building price taken together.*** No penalty will be payable by the Purchaser where BondMatters has failed to obtain a mortgage bond for the Purchaser on terms acceptable to it.



- 17.5 The Seller acknowledges that consent is required BondMatters to process its personal information for purposes relating to the home loan application to be made by the Purchaser whom is interested in purchasing the Unit and with whom this Agreement is entered into.
- 17.6 The Purchaser acknowledges that consent is required to proceed with the home loan application process. The Purchaser hereby agrees and gives consent to the Seller and the estate agent/s to sharing this Agreement and the Purchaser's personal information with BondMatters for purposes relating to the home loan application to be made by the Purchaser, which consent is more detailed in Schedule "B" attached hereto.

## 18. TITLE CONDITIONS

The following special conditions imposed by Combined Developers (Pty) Ltd in its favour and the favour of the HOA, will be registered against the title deed of the Property, namely:

- 18.1 **Restriction on Alienation: This erf shall not be sold or alienated in any way nor shall any transfer thereof be registered without the written consent of the HOA and Combined Developers (Pty) Ltd, which consent will not be unreasonably withheld.** *By registering this condition against the title deed of the property, it allows the developer and the HOA to uphold and safeguard the standard and condition of the development as intended, and it ensures compliance by the owners of all the estate rules and architectural guidelines pertaining thereto, which in turn shall also be to the benefit of the owners.*
- 18.2 By virtue of Notarial Deed \_\_\_\_\_ dated \_\_\_\_\_ the within mentioned property is subject to the following conditions imposed in favour of THE KINGSLEY HOMEOWNERS ASSOCIATION (RF) NPC, Registration Number \_\_\_\_\_ ("the Home Owners Association") an Association incorporated in terms of Section 14 of the Companies Act 71 of 2008 as amended:
- (i) Every owner of the property, or any subdivided portion thereof, or any person who has an interest therein shall become and shall remain a Member of the Home Owners Association and be subject to its memorandum of incorporation until he/she ceases to be an owner as aforesaid. Neither the property nor any subdivided portion thereof nor any interest therein shall be transferred to any person who has not bound himself / herself to the satisfaction of such Home Owners Association to become a member thereof.
  - (ii) The owner of the property or any subdivided portion thereof, or any person who has an interest therein, shall not be entitled to transfer the property or any subdivided portion thereof or any interest therein without the Clearance Certificate from the Home Owners Association that the provisions of the Memorandum of Incorporation of the Home Owners Association have been complied with.
  - (iii) The term "Home Owners Association" in the aforesaid conditions of Title shall mean THE KINGSLEY HOMEOWNERS ASSOCIATION (RF) NPC, Registration Number \_\_\_\_\_ an Association incorporated in terms of Section 14 of the Companies Act 71 of 2008 as amended.

## 19. SERVITUDES

The Purchaser acknowledges that the Seller may in future require access and/or services servitudes to be registered over the Private open space in favour of adjoining erven, in order to accommodate the proper functioning of the development as a whole. In order to enable the Seller to register the said servitudes, the Purchaser hereby agrees and consents to such registrations. There shall be no consideration payable by either party to the other or to any third party for or in respect of any such servitudes.

**20. RESALES**

- 20.1 Until such time as the Seller has sold all the plots in the development, the Purchaser is not allowed to sell or in any way dispose of the plot purchased in this agreement, except in favour of the Bank where the Purchaser has breached the loan agreement with the Bank. The Seller may however give the Purchaser written authority to sell before that date has arrived.
- 20.2 The Purchaser shall ensure and warrants that any subsequent agreement relating to the sale, alienation or disposal of the plot, shall contain this clause. Notwithstanding any such resale, the Purchaser shall ensure that his guarantees (or finances) shall remain available and in place at all times, and shall be obliged to take transfer of his plot. The Purchaser shall not be entitled to pass transfer to his purchaser simultaneously when taking transfer of his plot.

**21. JURISDICTION AND COSTS**

- 21.1 The Purchaser consents to the jurisdiction of the Magistrates Court having jurisdiction over its person in respect of all proceedings connected with this Agreement, notwithstanding that the value of the matter in dispute might exceed the Court's jurisdiction. Notwithstanding the foregoing, the parties shall be entitled to institute all or any proceeding against any party connected with this Agreement in any Division of the High Court of South Africa having jurisdiction.
- 21.2 In the event of it becoming necessary for the Seller to take any action against the Purchaser arising from a breach by the Purchaser of its obligations under this Agreement, the Purchaser shall pay the Seller all attendant legal costs and expenses incurred by the Seller as between attorney and client.

***The Purchaser is once again alerted to the fact that by signing this Agreement the Purchaser will, on signature by the Seller, be contractually bound to an agreement with the Seller. The Purchaser should therefore not sign this Agreement until the Purchaser has carefully considered the merits of the Agreement and allowed enough time for this consideration. As already mentioned on the first page of this Agreement the Purchaser must ask for an explanation for any portion of this Agreement which the Purchaser does not understand and preferably get the explanation in writing. The portions of the Agreement that are in bold print are especially important.***

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, for and behalf of **THE PURCHASER** who warrants that he/she is duly authorised thereto.

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Capacity of signatory

\_\_\_\_\_  
ID Number of signatory

**PLEASE DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE HAD A PROPER OPPORTUNITY TO READ AND UNDERSTAND THE AGREEMENT. IF YOU DO NOT UNDERSTAND ANY PART OF THE AGREEMENT ASK FOR AN EXPLANATION. YOUR ATTENTION IS SPECIALLY DRAWN TO THE PORTIONS OF THE AGREEMENT IN BOLD TEXT AS THEY EITHER BRING SPECIAL RESPONSIBILITIES TO YOU OR LIMIT THE OBLIGATIONS OF THE SELLER TO YOU.**

The Purchaser's spouse, if the Purchaser is married in community of property or according to the laws of a country other than the Republic of South Africa, by signature hereof accepts the purchase of the unit, and, if a mortgage bond is required, consents to the mortgage of the unit. This is not required if the Purchaser is married out of community of property.

.....  
Full name of Spouse

.....  
Spouse's signature

**AS WITNESSES:**

1.

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Capacity of witness

\_\_\_\_\_  
ID Number of witness

2.

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Capacity of witness

\_\_\_\_\_  
ID Number of witness

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, for and behalf of **THE SELLER** who warrants that he/she is duly authorised thereto.

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Capacity of signatory

\_\_\_\_\_  
ID Number of signatory

**AS WITNESSES:**

1.

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Capacity of witness

\_\_\_\_\_  
ID Number of witness

2.

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Capacity of witness

\_\_\_\_\_  
ID Number of witness

**We accept the benefits hereof:**

\_\_\_\_\_  
NAME OF AGENCY

\_\_\_\_\_  
SIGNATURE

**SCHEDULE "A"**

**Seller:** COMBINED DEVELOPERS (PTY) LTD  
Registration Number 2008/021866/07

**Address:** Loch Lynne Farm, Koeberg Road, Durbanville.

**E-mail address:** [abre@tgpconstruction.com](mailto:abre@tgpconstruction.com)

**Purchaser:**

Residential and Postal  
address of Purchaser:

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**Email address:**

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**Date of Birth:**

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**Identity/Registration Number:**

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**Marital Status:**

Married according to S.A. Law YES / NO

Out of Community of Property / In Community of Property

Married according to Foreign Law being the Laws of:

\_\_\_\_\_  
[Complete/Delete appropriately]

**Date and Place of Marriage:**

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If married in community  
of property, full names  
of Spouse:

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**Telephone Number:**

(WORK) \_\_\_\_\_

(HOME) \_\_\_\_\_

(CELL) \_\_\_\_\_

(FAX) \_\_\_\_\_

**Purchase Price** exclusive of VAT: R \_\_\_\_\_

VAT on Purchase Price: R \_\_\_\_\_

**Transfer Costs fees:** R \_\_\_\_\_

VAT on transfer costs: R \_\_\_\_\_

Transfer costs disbursements R \_\_\_\_\_

Total transfer costs: R \_\_\_\_\_

**GRAND TOTAL:** R \_\_\_\_\_

Deposit Amount: R \_\_\_\_\_

Bond Amount: R \_\_\_\_\_

**[if left blank then this Agreement shall not be subject to the granting of a bond]**

Estimate Levy per month: R \_\_\_\_\_

Inclusive/exclusive of VAT in an amount of R \_\_\_\_\_

Additional Levy per month for Data and Telecommunication services:

R \_\_\_\_\_ (please note that this is an estimate amount)

Purpose for which the Property will be used: \_\_\_\_\_

The Purchaser must record here, for the record and for the Seller to know, the representations and promises not recorded in the agreement, that have been made to the Purchaser by the Seller and/or the agent and/or a person acting on behalf of the Seller which has caused the Purchaser to enter into this agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(If additional space is required please continue on another page, sign it, and annex it to the agreement)*

## Purchaser's Questionnaire;

Do you have an income tax reference number and if so, state it		
If you do not have an income tax reference number then disclose the amount of your income for the last 12 months	R _____	
If you are a non-resident of South Africa then state your country of residence and your passport number	Country	
	Passport No.	
For what purpose do you intend to use the property [i.e. primary residence, rental, etc.]		
Are you a registered VAT vendor	YES	NO
If you are a registered VAT vendor do you intend to claim any tax inputs arising from this transaction. If so what is your VAT registration number	YES	NO
	No. _____	
How did you hear about the development?		

**The Purchaser hereby acknowledges receipt of a copy of this agreement**

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
PURCHASER

**ATTORNEYS BANK DETAILS**

<b>TRUST ACCOUNT</b>	
BANK:	ABSA BANK LIMITED
ACCOUNT NAME:	VICTOR & PARTNERS INC.
ACCOUNT NUMBER:	409 441 0009
BRANCH CODE:	632005
<b><u>KINDLY NOTE THAT THE ATTORNEYS' TRUST BANKING DETAILS WILL NOT CHANGE UNDER ANY CIRCUMSTANCES. BEWARE OF PHISHING SCAMS AND FRAUDSTERS.</u></b>	

## SCHEDULE "B"

I, the undersigned: \_\_\_\_\_ [Insert Purchaser's details]  
**CONSENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT**

I consent to the Seller and the Agent sharing this Agreement and other personal information with **BondMatters and MortgageMax (BetterLife Origination Services Proprietary Limited)** for purposes of a pre-qualification and/or home loan application and/or in respect of any other relevant financial products that I may be interested in. **BondMatters and MortgageMax cares about your privacy and information security. For more information about how MortgageMax protects your personal information please see their privacy policy.**

I agree to provide you with certain personal information when I communicate with you by email, SMS (or any other electronic means) or telephone and make use of your home loan pre-qualification service, do a credit check through a credit bureau report, when I apply for a home loan and/or when I elect to make use of the BetterSure insurance brokerage service.

I acknowledge that:

- appropriate advice can only be provided after full disclosure of my relevant personal information for purposes of evaluating and advising me in respect of my home loan application and on suitable financial products in line with my objectives;
- you require relevant personal information to assist me with my pre-qualification and/or home loan application and/or to accept, issue and service insurance policies that I may apply for;
- I agree to be informed about the outcome of my pre-qualification and/or home loan application and/or in respect of any other relevant financial products that I may be interested in.

I agree and give my consent to you to process my personal information for the purposes relating to any pre-qualification and/or home loan application made by you and agree that you may share this information for this purpose with companies within your \*group, \*financial institutions, registered credit providers as well as your service providers.

I agree and give my consent to **BondMatters** to share any reasonable information concerning the home loan application process, including but not limited to sharing a copy of the home loan grant with Third Party: (tick the appropriate box)

**I consent**       **I do not consent**

The services provided by MortgageMax are not intended to be financial, tax or legal advice and should not be construed as such. MortgageMax and their service partners are not financial planners, brokers or tax advisers. Your personal financial situation is unique, and it is your responsibility, given your financial and other individual circumstances, to use any information and advice obtained through these services appropriately and responsibly when implementing your decisions. Before making any financial decisions or implementing any financial strategy, you should obtain advice from your accountant or other financial advisor who are fully aware of your individual circumstances and never take up a home loan that will stretch your repayment capacity to its maximum.

Signature: \_\_\_\_\_  
 Name of the Signatory: \_\_\_\_\_  
 Date: \_\_\_\_\_

\*\*Financial Institutions" means ABSA Bank, First National Bank, NedBank, Standard Bank, where necessary Investec, Ithala, HiP (Housing Investment Partners), Sentinel, Auto Assist, Business Fuel.

\*\*"Group" means BetterLife Group Ltd and its subsidiaries, including internal systems e.g. LMS, DealMaker and SwitchX which is used to process the personal information and to submit to the financial institutions.

\*\*"Third party" means financial institution and/or its representatives, the estate agent, the property developer, the conveyancing attorney and/or any third party including but not limited to the lead provider dealing with a property that I am interested in purchasing.