

**OLIEN OP 4**  
**AGREEMENT OF PURCHASE AND SALE**  
**OF A SECTIONAL TITLE UNIT AND EXCLUSIVE USE RIGHT**

(In terms of the Sectional Titles Act No 95 of 1986 as amended)

This agreement consists of the schedule and conditions of purchase both of which form an  
integral and indivisible part of the agreement.

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**THE SCHEDULE**

**A. THE ACT:** Means the Sectional Titles Act No 95 of 1986 as amended  
(hereinafter referred to as the ACT)

**B. THE SELLER: AVAX SA 243 CC: REG NR. 2001/023632/23**

Duly represented by:

Petrus Johannes Fourie, ID 4909165077080

**THE SELLER'S ADDRESS:**

(Which address the seller hereby nominates as its domicilium citandi et executandi for all purposes hereunder)

30 Krokodilrivier, Safarituine X15, Rustenburg, 0299

**D. THE PURCHASER: (names in full)**

1. \_\_\_\_\_

1.1. Identity / Registration Number

\_\_\_\_\_

1.2. Marital status \_\_\_\_\_

2. \_\_\_\_\_

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2.1. Identity / Registration Number

\_\_\_\_\_

2.2. Marital status \_\_\_\_\_

Company/ C.C/ Trust represented by

\_\_\_\_\_

**E. THE PURCHASER'S ADDRESS:** (which address the purchaser hereby nominates as his domicilium citandi et executandi for all purposes hereunder)

- i) Physical address: \_\_\_\_\_  
\_\_\_\_\_
- ii) Postal Address: \_\_\_\_\_  
\_\_\_\_\_
- iii) E-mail: \_\_\_\_\_
- iv) Fax: \_\_\_\_\_
- v) Cel: \_\_\_\_\_
- vi) Tel: (w) \_\_\_\_\_ (h) \_\_\_\_\_

**F. THE PROPERTY PURCHASED:**

A residential unit consisting of:

- i) UNIT nr. \_\_\_\_\_ and measuring approximately \_\_\_\_\_ square metres, in the Sectional Title Scheme known as **Olien op 4** situated on Erf 405 in the town **Waterval Oos Uitbreiding 40**
- ii) together with its undivided share in the common property according to the Sectional Plan as shown on the attached pro forma:

**Sectional plan: Attached as Annexure A**

to be build according to the specifications of the:

**Pro forma Building Plan: Attached as Annexure B.**

The purchaser acknowledges that the sectional title plan has to be approved by the Municipality and the Surveyor General.

**G. SECTIONAL PLAN**

The draft Sectional Plan of the scheme is hereby attached until such time as the Sectional Plans have been approved by the Registrar of Deeds, where after it will be known as the Sectional Plans see **Annexure "A"**

**H. SPECIFICATIONS**

In the event of the Unit/right being under construction, it shall be erected and completed according to the specifications listed in **the attached Annexure C.**

**I. THE PURCHASE PRICE is:**

Unit: R \_\_\_\_\_

(\_\_\_\_\_ RAND)

**J. PAYMENT:**

Purchase price payable on date of transfer of the unit/right. All payments to be made into the trust account of:

**DU PLESSIS & VAN DER WESTHUIZEN INCORPORATED**

**NEDBANK RUSTENBURG**

**Account No 149 604 6250**

**Branch Code 149 642**

**K. LOAN**

Amount of loan: R \_\_\_\_\_ to be obtained on or before  
\_\_\_\_\_ or within 30 days after written request from the Seller.

(Referred to in 4 of the Conditions of Purchase)

**L. PROPOSED OCCUPATION DATE:**

The proposed occupation date subject to the necessary approvals and conditions will be \_\_\_\_\_ .The Seller will give the Purchaser one month's written notice of the occupation date.

**M. OCCUPATIONAL RENTAL:**

Occupational rent will be R8000.00 payable monthly in advance from date of occupation until date of registration.

**N. THE ESTIMATED LEVY**

The levy, apportioned to the property in accordance with the participation quota of the residential unit as reflected in the Sectional Plans, is payable by the Purchaser from date of occupation. The calculation of the proposed levy amount is attached hereto marked **Annexure D.**

**O. THE CONVEYANCERS:**

DUPWEST (Du Plessis & Van der Westhuizen Inc)

Next to the R24

RUSTENBURG. Tel 014 592 9241 Fax: 014 592 9539

Email: ruurd@dupwest.co.za

**P. BODY CORPORATE:**

The Body Corporate as contemplated in Section 36 of the Sectional Titles Act in respect of this scheme.

**Q. THE RULES:**

The rules consists of the rules referred to in Section 35 of the Sectional Titles Act, which shall include any substituting rules submitted by the Seller submitting the application for the opening of the Sectional Title Register in respect of this scheme, which the purchaser acknowledged that he has read.

**R. AGENT**

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**S. MANAGING AGENT:**

Professional Body Corporate Services, Beyers Naude 287, Rustenburg.

Tel. no: (014) 592 9529

**T. SCHEME**

The development scheme to be known as **Olien op 4** in terms of which the building or buildings are situated or to be erected on the land known as **Erf 405 Waterval Oos Uitbreiding 40**

**U. GENERAL PRINCIPLES:**

- i) Any reference to the purchaser shall, when used in the context of the occupation or use of this unit/right or the common property (including exclusive use areas, where applicable) shall include as well the purchaser, members of his family, servants, employees, tenants and agents, and the purchaser shall be bound to procure compliance by such person with the obligations arising from such extended definition.
- ii) Words signifying the singular shall include the plural and vice versa, and words importing one gender shall include the others.
- iii) The clause headings have been inserted for reference purposes only and shall not

be taken into account in interpreting this contract.

- iv) Words defined in the Sectional Titles Act shall, unless specifically defined in terms hereof, bear the meanings assigned to them in the legislation in which they are so defined.

**V. SPECIAL CONDITIONS:**

This agreement is subject to the suspensive condition that:

- i) the sectional title plans are approved by the Surveyor General.
- ii) the Purchaser is granted a bond for the amount as stated in paragraph K hereof.

**W. RIGHT OF EXTENSION IN TERMS OF SECTION 25 OF THE SECTIONAL TITLE ACT.**

The seller reserves his right to extend the scheme horizontally by building further units on the common area, within 5 years.

**X. CHANGES TO SECTIONAL TITLE SCHEME AND LAYOUT PLAN.**

The seller reserves the right to change the layout plan of the scheme or the intended scheme as shown by the seller or agents, should the need arises to build more or less of one specific type of units.

SIGNED by the **PURCHASER** at \_\_\_\_\_ on \_\_\_\_\_

AS WITNESSES:

1. \_\_\_\_\_ 2. \_\_\_\_\_

PURCHASER:

1. \_\_\_\_\_ 2. \_\_\_\_\_

SIGNED by the **SELLER** at \_\_\_\_\_ on \_\_\_\_\_

AS WITNESSES:

1. \_\_\_\_\_ 2. \_\_\_\_\_

SELLER

1. \_\_\_\_\_

## CONDITIONS OF PURCHASE

1. **SALE**  
Subject to the terms and conditions of this agreement the purchaser herewith purchases from the seller for the stated purchase price, the sectional unit/right described in the Schedule, attached to these conditions.
2. **PAYMENT OF PURCHASE PRICE:**
  - 2.1 The purchase price shall be payable as follows:
    - 2.1.1 In accordance with the provisions of clauses I & J of the schedule. The deposit and any other amounts paid by the purchaser on account of the purchase price, shall be paid to the conveyancers who shall invest that sum in an interest bearing account on behalf of the purchaser. Such amount shall be invested in accordance with the provisions of Section 78(2)(A) of the attorneys Act No 53 of 1979, as amended, pending registration of transfer of the unit/right into the name of the purchaser. Such deposit and any other amounts shall be paid to the seller on date of registration of transfer of the unit/right in the name of the purchaser. Any interest earned, less the fees of the conveyancers for investing the money, on such an account shall be for the benefit of the purchaser. The balance of the purchase price will be secured by way of guarantees and will be payable in cash against registration of transfer of the unit/right into the name of the Purchaser.
3. **FURNISHING OF GUARANTEES**  
As security for payment of the balance of the purchase price, referred to in 2.1.1 above, the purchaser shall provide the conveyancer with acceptable guarantees within 10 (ten) days after bond approval or, if the purchaser did not apply for a bond, after signature of documentation at the conveyancers nominated in the Schedule, or any extended period, which guarantees shall be payable on registration of transfer of the unit/right in the name of the purchaser.
4. **BOND**  
The sale is subject to the suspensive condition that, within the period as referred to in clause K of the Schedule, or such extended period that the seller in his sole discretion may decide, any registered commercial bank or building society agrees in writing, subject to the terms usually imposed by such financial institutions, to grant a loan to the purchaser for the amount set out in clause K of the Schedule against security of a first mortgage bond over the unit/right, notwithstanding the fact that such loan might be subject to a suspensive condition. The purchaser undertakes to lodge all the necessary documents needed to apply, within 5 days after date of signature, failing of which the purchaser will be in breach of the contract and may the seller enforce clause 11.
5. **TRANSFER OF THE UNIT /RIGHT**  
Transfer of the unit/right and registration of the bond shall be attended to by the conveyancer nominated in the schedule and shall be proceeded with upon:
  - 5.1 the purchaser securing the purchase price including the furnishing of the required guarantees;
  - 5.2 the **seller** paying the costs of transfer of the unit/right, **the bond registration costs**, including tax and TRANSFER duties of whatsoever nature, conveyancer's fees or bank charges incurred in respect of or incidental to the transfer of the unit/right;
  - 5.3 the Purchaser authorising the Seller to arrange such bond through its bond originators the attorneys nominated in the Schedule, receiving instructions to register the aforesaid bond, where applicable;
6. **SIGNATURE OF DOCUMENTS**  
The purchaser undertakes within 7 (SEVEN) days of being called upon to do so by the conveyancers, to furnish all such information, sign all such documents and pay all such amounts as may be necessary or required to give effect to this transfer. Should the Purchaser fail to comply to this clause it shall be seen as a material breach of this agreement and will entitle the Seller to exercise his rights in terms of paragraph 11 of this agreement.
7. **OCCUPATION**
  - 7.1 Subject to the provisions of clause 22.1 hereinafter, and provided that the purchase price has been paid or secured to the satisfaction of the seller, occupation of the unit/right shall be given to and taken by the purchaser on the occupation date. The unit/right shall be ready for occupation when the Seller has obtained the occupational certificate.
  - 7.2 This occupation date is just an estimate and the real occupation date will be the date specified in the written notice. The Seller can not be held liable for any damage due to change in the occupation date.
  - 7.3 From the occupation date the purchaser shall:
    - 7.3.1 be entitled to the beneficial occupation of the unit and the exclusive use areas as if he were the owner of the section and even though the body corporate has not come into existence, and
    - 7.3.2 be entitled to the use and enjoyment of those units of the common property not subject to rights of exclusive use by the purchasers of other units in the scheme,
    - 7.3.3 shall pay from the occupation date until date of registration of transfer, occupational rental as set out in clause M of the schedule as well as levies. This occupational rental and levies shall be payable monthly in advance on or before the 1st day of the month to the seller or his nominee, without deduction or demand, from the occupational date until date of registration of transfer, both dates inclusive. Should transfer be effected in the course of the month, the purchaser



shall be entitled to a pro rata refund of any occupational rental paid in advance.

8. **CONDITIONS OF OCCUPATION AND RISK**

8.1 From the occupation date the purchaser:

8.1.1 shall at all times as long as this agreement remains in force comply with the provisions of the Act and the Rules, save that, if the body corporate has not yet come into existence:

8.1.1.1 such of the provisions as cannot under the circumstances be applicable or are impliedly substituted by the provisions of this agreement, shall not be binding on the purchaser;

8.1.1.2 the purchaser shall comply with the binding provisions as if he were the owner of the unit/right; and

8.1.1.3 the seller shall enjoy the same rights and powers as the body corporate and the trustees enjoy in terms of the binding provisions;

8.1.2 Waives all claims (to the extent that the seller is not insured against such claims) against the seller for any loss or damage to property or any injury to person which the purchaser may sustain in or about the unit, the building or the common property.

8.1.3 Indemnifies the seller against any such claim that may be made against the seller by any member of the purchaser's family or the purchaser's invitees, employees or agents for any loss or damage to property or injury to person suffered in or about the unit, the building or the property however such loss or damage to property or injury to person may be caused;

8.1.4 shall not until registration of transfer of the unit/right into his own name, without the prior written consent of the seller, make or cause or allow to be made any improvements to the section or remove or demolish any improvements whatsoever. The purchaser shall not, except insofar as his rights are preserved in terms of section 28 of the Act, have any claim against the seller in respect of any expenditure upon or improvements to the unit/right, whether made with or without the seller's consent, and notwithstanding the preservation of such rights, hereby waives his lien (if any) in respect of such improvements. All improvements to the unit/right made by or at the instance or expense of the purchaser shall accede to the unit/right and belong to the seller.

9. **BUILDING REQUIREMENTS**

The Purchaser undertakes to make use of a reputable building contractor who must comply to the applicable building standards as provided for by applicable Building Regulations and must be registered at the NHBRC.

Upon occupation of the unit/right by the Purchaser and by no later than 14 days thereafter, the purchaser shall compile a list of any defects and shall deliver such list to the Seller who shall instruct the contractor to rectify the defects contained in the list. Should there be any dispute between the parties in regard to the defects, the matter shall be referred to the Seller's Architect or engineer who shall act as an expert and not an arbiter. The architect's or engineer's findings shall be final and the parties shall comply to his directive.

10. **DELAY IN TRANSFER**

Should transfer of the property be delayed, or in the case of a building loan, payments, and such delay, in the opinion of conveyancers, is caused by the purchaser, or the purchaser's agents, then the conveyancers shall be entitled to give written notice to the purchaser, calling upon him to remedy the delay failing which the purchaser will be charged interest on the outstanding purchase price at the rate of 2% above the prime interest rate of ABSA by way of mora interest until the purchaser ceases to delay the matter. This interest, if applicable, shall be in addition to any occupational interest provided for herein. The Conveyancers opinion regarding the delay caused by the Purchaser shall be final and binding upon the parties.

11. **BREACH OF CONTRACT**

11.1 In the event of the purchaser failing to carry out any of his obligations hereunder and in the event of the purchaser continuing in such default for more than seven (7) days after written or oral notice has been given to the purchaser, requiring the purchaser to remedy such default, then the seller shall be entitled to enforce this agreement or to declare the same cancelled, in which case the seller shall be entitled to resume possession of the property, which the purchaser shall immediately vacate, in which case by reason of such cancellation the purchaser agrees that all monies paid or deposits made in terms of this agreement are forfeited to the seller by way of rouwkoop, or alternatively, and in the discretion of the seller, may be retained on account as a pre-estimate of any damages suffered by the seller.

11.2 The conveyancers are hereby authorised to pay over any such monies under their control to the seller where the purchaser has failed to timeously remedy his breach and the contract has been cancelled.

11.3 In the event of the seller cancelling this agreement and the purchaser failing to vacate the premises immediately upon such cancellation, the purchaser shall remain liable to the seller for payment of occupational interest and any levies until the purchaser vacates, without prejudice to the seller being entitled to sue for the eviction of the purchaser and such further damages whatsoever arising including damages of a consequential nature, in which event the seller will be entitled to costs against the purchaser on a scale as between attorney and own client;

11.4 In the event of cancellation the Purchaser shall also become liable for payment of all wasted cost of the Conveyancers as well as Agents commission, which amounts shall be due and payable immediately on date of cancellation.

12. **DOMICILIA CITANDI ET EXECUTANDI**

- 12.1 The seller hereby selects the seller's address and the purchaser hereby selects the purchaser's address respectively as their domicilia citandi et executandi for all purposes of this contract, including the service of all notices and processes in connection herewith.
- 12.2 Notice of change of address stated in 12.1 to another address in the same magisterial district may be given by either party in writing and shall be delivered or sent by prepaid registered post to the other.
- 12.3 Every notice to be given by one party to the other in terms of this contract shall be in writing and shall be either:
- 12.3.1 delivered by hand to the domicilium citandi et executandi of the other party, in which case it shall be deemed to have been given and such other party shall be deemed to have been informed of the contents of the notice when the notice is so delivered; or
- 12.3.2 posted by prepaid registered post to such other party at the domicilium citandi et executandi of the other party, in which case it shall be deemed to have been given to the other party and such other party shall be deemed to have been informed of the contents of the notice on the fourth business day (excluding Saturdays) after posting.

13. **COURT PROCEEDINGS AND JURISDICTION**

- 13.1 For the purpose of all and any legal proceedings arising out of or relating to this agreement the parties hereby consent to the jurisdiction of Magistrate's Court notwithstanding that such proceedings are otherwise beyond the jurisdiction of such court, and this clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to section 45 of the Magistrate's Court Act of 1944, as amended.
- 13.2 Notwithstanding the foregoing, the parties shall have the right at their sole option and discretion to institute proceedings in any other competent court which might otherwise have jurisdiction.
- 13.3 Costs shall be paid as between attorney and own client including a collection commission of (ten) 10% plus any VAT thereof, in respect of overdue monies by the party which the court determines to be the defaulting party.
- 13.4 The Seller shall be entitled to recover from the purchaser costs (as between and attorney and own client) incurred by the seller in exercising its rights under or enforcing the provisions of this contract and in addition costs of attendances whether action has been instituted or not, and including costs of tracing.

14. **MANAGING AGENT**

It is recorded that by signature hereof, the purchaser consents to the appointment of a managing agent, identified in the schedule, to manage the scheme, for a period of at least two years from date of establishment of the Body Corporate of the Scheme.

15. **GENERAL**

- 15.1 This contract, together with its annexures, reflects the intention of the parties and constitutes the entire contract between the parties. No other terms, conditions, stipulations, undertakings, representations or warranties shall be of any force or effect, save as expressly included herein. No variation of, addition to, consensual cancellation or amendment of this contract, shall be of any force or effect unless reduced to writing and signed by both parties or their authorised agents.
- 15.2 The parties undertake to do all such things, sign all such documents and take all such steps as may be necessary, incidental or conducive to implementation of the terms, conditions and import of this contract.
- 15.3 If this contract is signed by more than one person as the purchaser, the obligations of all the signatories shall be joint and several. If this contract is not signed by all the persons named as purchasers, this contract nonetheless shall be and remain binding on the purchasers who have signed this contract.
- 15.4 No latitude, extension of time or other indulgence which may be given or allowed by the seller to the purchaser in respect of any payment provided for in this contract or hereunder shall under any circumstance be considered to be an implied consent by the seller or operate as a waiver or a novation of, or otherwise affect, any of the seller's rights in terms of or arising from this contract, or estop the seller from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof, nor shall any such latitude, extension of time or other indulgence discharge or otherwise affect the liability if any person who may be or become bound in terms hereof as surety for a co-principle debtor with the purchaser.

16. **COMPANY OR CLOSE CORPORATION**

- 16.1 If the purchaser is acting as trustee for a Company or Close Corporation to be formed, then and in the event of the said Company or Close Corporation not being formed or, if formed not ratifying and adopting this agreement within 21 days from date hereof, the purchaser, in his personal capacity shall be the purchaser hereunder and shall be bound by all terms of this agreement. If the Company or Close Corporation is formed and duly adopts and ratifies this sale as aforesaid, then the signatory by virtue of his signature hereto, binds himself as surety and co-principal debtor jointly and severally with the Company or Close Corporation for the fulfilment of all the terms and conditions of this agreement. In the event of a registered Company or Close Corporation being the purchaser of the unit/right referred to above, the signatory on behalf of such Company or Close Corporation by virtue of his signature hereto, binds himself as surety and co-principal debtor, jointly and severally with the Company or Close Corporation for the fulfilment of all the terms and conditions of this agreement.
- 16.2 In the event of the purchaser being a Company or Close Corporation or other legal person other than a natural person,

it shall be entitled to nominate in writing a natural person as its representative on the Body Corporate.

17. **ACCEPTANCE**

Signature of this contract by the purchaser shall be deemed to constitute an offer by the purchaser to the seller to enter into this contract, which offer shall not be capable of revocation or withdrawal by the purchaser. This contract shall be binding on the seller only when duly signed by it, whereafter no obligation or liability on the part of the seller shall be deemed to exist. It shall not be necessary for the seller to communicate to the purchaser its acceptance of the offer constituted in terms hereof for this contract to become valid and binding.

18. **AGENT'S COMMISSION**

The purchaser guarantee that he was not introduced by any other estate agent and that no other person except for the estate agent as referred to in par R, will have any right to claim commission. The purchaser indemnify the seller against any such claims. Should the contract be breached by the purchaser, and the seller elected to cancel the agreement, the purchaser will be liable to the estate agent for her commission.

19. **WARRANTIES, REPRESENTATIONS AND GUARANTEES**

19.1 Save as otherwise stated, and without limiting the generality of the foregoing, the unit/right is sold "voetstoots".

19.2 The purchaser shall be obliged to accept transfer of the unit and exclusive use area subject to:

19.2.1 the conditions, reservations and servitudes contained in the Title Deed of the Land;

19.2.2 such conditions of sectional title as are imposed by the developer, the local authority, the administrator or any other authority;

19.2.3 any change in the number of the unit or exclusive use area.

19.3 If upon a resurvey or remeasurement the extent of the land, the unit/right or participation quota is found not to correspond to that set out in this agreement, then the seller shall not be liable for any minor shortfall nor shall it be entitled to claim compensation for any minor surplus. For purposes of this clause a differential shall be deemed to be minor if it does not exceed 5% (FIVE PER CENTUM) of the square meterage or participation quota in question.

19.4 the purchaser acknowledges that:

19.4.1 save as provided herein, no warranties, undertakings or representations whatsoever have been made or given by the seller, whether expressly or impliedly, and

19.4.2 no person has authority to make any representations whatsoever on the seller's behalf.

19.5 the seller shall not be required to indicate the exposition of the beacons or pegs on the land, the building or the unit/right or the boundaries thereof.

20. **PROVISIONS PENDING ESTABLISHMENT OF BODY CORPORATE**

20.1 From the date of occupation until the Body Corporate established, the purchaser shall:

20.1.1 on demand by the seller pay the account for electricity consumed in the section in accordance with the consumption of electricity as shown on the sub-meter of the section. The purchaser agrees that, should separate water meters be installed at any stage in the building, the purchaser shall on demand by the seller pay to the seller the costs of water consumed in the section;

20.1.2 be liable for and pay to the seller monthly in advance on the first day of each and every month, a monthly levy as set out in in the clause of the schedule hereto.

20.1.3 not do or permit to be done any act, matter or thing as a result of which any insurance policy held by the seller in respect of the buildings may be rendered void or voidable, or as a result of which the premiums in respect thereof may be increased.

20.2 It is recorded that for the purpose of clause 20.1 above the seller may at any time re-estimate the total costs, and in that case the seller may increase the monthly levy accordingly or impose a special levy to make good any shortfall, or such special levy shall be payable in a lump sum or by way of instalments at such time or times as the seller thinks fit.

20.3 It is recorded that the seller intends, until the body corporate comes into existence, to insure the buildings against such risks and for such amounts as it may in it's sole discretion determine.

20.4. It is recorded that the property on which the sectional title scheme is develop, is subject to the provisions of the Waterval East Extension 8 Home Owners Association. The Body Corporate will act on behalf of the sectional title owners and see to the fact that all sectional title owners also adhere to the rules of the Waterval East Extension 8 Home Owners Association. The purchaser undertakes to adhere to the rules.

21. **OPENING OF SECTIONAL TITLE REGISTER**

21.1 The parties record that it is not possible for the seller to give transfer of the unit/right to the purchaser until such time as the sectional title register in respect of the scheme is opened in terms of the Sectional Titles Act. Accordingly:

21.1.1 the seller undertakes, within a reasonable time and at its own expense, to take such steps as may be reasonably necessary to procure the opening of the sectional title register;

21.1.2 notwithstanding anything to the contrary herein contained, this agreement in its entirety is subject to the suspensive condition that the sectional title register is opened within 18 months of signature hereof by the last signing party. If the sectional title registrer is not opened within the said period, then, failing any other agreements arrived at between the parties and recorded in writing, the following shall apply -

21.1.2.1 the purchaser and every person claiming occupation through the purchaser shall vacate the unit/right at the end of the applicable period and the purchaser shall redeliver the unit/right to the seller in the same good

order and condition as at the occupation date, fair wear and tear excepted;

21.1.2.2 the seller shall refund to the purchaser the amount (if any) by which the aggregate of all payments made by the purchaser in respect of the purchase price and interest thereon exceeds the occupational rental in respect of each completed month (or part thereof) reckoned from the occupational date until the date on which the purchaser vacates the section in terms of 21.1.2.1. If the amount paid by the purchaser at such time is not sufficient to cover the total amount thus calculated, the purchaser shall be obliged to pay the difference to the seller on demand thereof. No refund shall be made of any amounts paid by the purchaser in terms of clause 20 during his occupation of the unit/right; and

21.1.2.3 save as herein provided, neither of the parties shall in such event have any further claims whatsoever against each other, nor shall the purchaser be entitled to claim or allege any right of occupation or tenancy of the unit/right.

21.2 The rules (both management rules and conduct rules) shall, at the time of the opening of the sectional title register, be substituted by rules substantially in the form of the rules prescribed by regulation, but amended or amplified (subject always to the provisions of Section 35 of the Sectional Titles Act) -

21.2.1 so as to comply with the requirements of any bondholder; and/or

21.2.2 if the variation is of a formal nature only; and/or

21.2.3 if the seller reasonably believes the amendment is desirable for the proper management and administration of the scheme; and/or

21.2.4 reserving to the seller the right to allocate the right of exclusive use areas and, similar rights of exclusive use areas reflected in the plans as being intended for the exclusive use of owners of unit; and/or

21.2.5 reserving to the seller the right to limit or control the extension of units and to impose conditions (if any) upon which any of the foregoing may be done.

## 22. Consumer protection Act

22.1. The purchaser declares that he understands the wording of the contract completely and has had the opportunity to clear up any misunderstandings or word not understood.

22.2. The purchaser declares that the conditions and terms in this agreement are fair and reasonable.

22.3. If the property was marketed directly to the purchaser in terms of the Consumer protection act Nr 68 of 2008, the purchaser enjoyed a cool off period of 5 days.

22.4. The seller has the right to claim any cost or damages suffered to repair the property to the same condition it was found by the purchaser, should the purchaser vacate the property in terms of his rights afforded to him by the Consumer Protection Act.

## 23. NHBRC:

23.1. In the event of this agreement being subject to the provisions of **HOUSING CONSUMERS PROTECTIONS MEASURES ACT** Act No. 95 of 1998 (as amended from time to time) it is hereby recorded and/or agreed as follows

23.1.1. That the SELLER is registered as a home builder in terms of the provisions of Section 10(1) of the aforementioned Act;

23.1.2. That the improvements will be completed in accordance with the technical requirements and guidelines which may from time to time be gived and/or imposed by the NHBRC (National Home Builders Registration Council);

23.1.3. That this agreement includes the warranties as set out in Section 13(2) of the aforementioned Act namely:

The agreement between a home builder and a housing consumer for the construction or sale of a home shall be deemed to include warranties enforceable by the housing consumer against the home builder in any court, that—

(a) the home, depending on whether it has been constructed or is to be constructed—

(i) is or shall be constructed in a workmanlike manner;

(ii) is or shall be fit for habitation; and

(iii) is or shall be constructed in accordance with—

(aa). the NHBRC Technical Requirements to the extent applicable to the home at the date of enrolment of the home with the Council; and

- (bb) the terms, plans and specifications of the agreement concluded with the housing consumer as contemplated in subsection ( 1);
- (b) the home builder shall—
- (i) subject to the limitations and exclusions that may be prescribed by the Minister, at the cost of the home builder and upon demand by the consumer, rectify major structural defects in the home caused by then on-compliance with the NHBRC Technical Requirements and occurring within a period which shall be set out in the agreement and which shall not be less than five years as from the occupation date, and notified to the home builder by the housing consumer within that period;
- (ii) rectify non-compliance with or deviation from the terms, plans and specifications of the agreement or any deficiency related to design, workmanship or material notified to the home builder by the housing consumer within a period which shall be set out in the agreement and which shall not be less than three months as from the occupation date: and
- (iii) repair roof leaks attributable to workmanship, design or materials occurring and notified to the home builder by the housing consumer within a period which shall be set out in the agreement and which shall not be less than 12 months as from the occupation date.

23.2. That a certificate in terms of the provisions of Section 14(1)(c) alternatively Section 14(2)(c) of the aforementioned Act will be handed to the PURCHASER as soon as the SELLER is issued with the said certificate.

#### **24. EXTRAS, ALTERATIONS AND VARIATIONS**

- 24.1. If the PURCHASER requires any deviation from the plans, drawings and specifications as per Annexures “B” and “C” or requires any additional work to be done, the SELLER shall carry out the required building works, provided that such deviations, additional work, etc. have been recorded in writing and an additional contract price payable in respect thereof has been agreed upon between the parties in writing. Any additional amount payable to the SELLER as a result hereof shall be paid by the PURCHASER directly to the SELLER after completion of the said works.
- 24.2. Any item or service not described or indicated in Annexure “B and C” shall, by definition, constitute extra work. The implementation of extra work shall be provided in writing. However, a verbal agreement may be confirmed by written notification by the SELLER, which will be regarded as accepted by the PURCHASER if the SELLER is not advised otherwise in writing within 1 (ONE) week after the written notification.

#### **25. LIMITATIONS TO SELLER’S LIABILITY**

The SELLER shall be obliged to purchase/acquire building material from reputable suppliers but shall by no means guarantee such material. Any defective material and/or goods shall be to the risk of the PURCHASER on condition that it is new SABS approved material bought/acquired by the SELLER and/or material approved of by the PURCHASERS financial institution as aforementioned. Any claims, actions or proceedings against the supplier/dealer/factory are herewith ceded by the SELLER to the PURCHASER.

#### **26. ACCIDENTS TO WORKMEN AND OTHERS**

- 26.1. The SELLER hereby indemnifies the PURCHASER against all claims in respect of any accident to any workmen of the SELLER arising out of and in the course of the construction of the improvements and against all actions, claims and demands whatsoever by any third person arising from the negligent performance of the construction works by the SELLER, his workmen or agents.
- 26.2. Should the PURCHASER or any of his visitors, visit the building site during any stage of the execution of the building works and be injured due to whatsoever cause nor the SELLER nor any of its members or employees will be liable for any damages or to make good any claims in this regard.
- 26.3. The purchaser acknowledge the fact that the sectional Title scheme will be developed in phases, and thus acknowledge the fact that there will still be building works in the process after he has taken occupation, until such time as the scheme has been completed in the discretion of the developer/seller.