DIAZ ESTATE

SALE AGREEMENT: SECTIONAL TITLE

CASH

Scheme name	…….		
Block No.	……..		
Erf Number:	……..		
Unit No.	……..	Section no.	……..
Undercover parking bay no	…….	Section no.	…….
Storage Unit (if applicable)	……	Section no.	…….

Ho/gl

Sale Agreement: DIAZ ESTATE

Between:

DIAZ BOULEVARD PTY LTD

Registration Number: 2014/080944/07

("the Seller")

and

.....

.....

("the Purchaser")

SALE OF:

No.:

Street Address:

PARTA: <u>Schedule of Information and Definitions:</u>

1. DETAILS OF SELLER:

DIAZ BOULEVARD PTY LTD

Registration No: 2014/080944/07

c/o Miltons Matsemela Oosthuizen Incorporated

71 Montagu Street

Mossel Bay

Western Cape

2. DETAILS OF PURCHASER:

Full Names / Company Name:

Identity Number / Registration Number:

Purchaser's Marital status (Antenuptial Contract / In CommUnity of Property / Out of CommUnity of Property):

Purchaser's Business Address:
Code:
Purchaser's E-mail Address:
Purchaser's Telephone No:
Cell:
Business: Home:

3. PROPERTY

UNIT NO:		
Exclusive Use Area (if applicable)		
PURCHASE PRICE (BASE PRICE)		
Optional extras	**YES**	**NO**
1. Undercover parking bay		
2. Battery pack allowance		

4. PURCHASE PRICE

4.1 Total Purchase Price (transfer costs and VAT included)	**R**
4.2 To be secured as follow: 4.2.1 Deposit of 30% of the Purchase Price payable within 14 days of signature hereof.	**R**
4.2.2 Balance of the Purchase Price by way of a guarantee in terms of clause 2.2 of the terms and conditions	**R**

5. PAYMENT OF PURCHASE PRICE

5.1	Balance of Purchase Price upon registration of transfer	**R**

6. BOND

If the sale is subject to the Purchaser having to obtain a bond as per clause 13, of the terms and conditions, the amount must be entered below:

Amount of bond	**N/A**
The Seller's mortgage originator	**N/A**

If not completed, the sale is unconditional and clause 13, of the terms and conditions does not apply.

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The Purchaser acknowledge this clause specifically

7. ESTATE AGENT

Estate:	
Agent:	

8. DEFINITIONS

8.1 **"Act"** means the Sectional Titles Act No. 95 of 1986, together with any amendments that are in force and the regulations made in terms of the Act;

8.2 **"Approved Bond"** means the issue of a quotation and "PRE-AGREEMENT" as received from the bank as per Section 92 of the National Credit Act 34 of 2005;

8.3 **"The Body Corporate"** means the controlling body as contemplated in terms of Section 36 of the Act;

8.4 **"Completion Date"** means the date which the Seller's architect certifies to be the date on which the Property is completed and ready for beneficial occupation;

8.5 **"Conveyancer"** means
Miltons Matsemela Oosthuizen Inc.
71 Montagu Street, MOSSEL BAY, 6500
Tel: 044-601 8700
Fax: 044-690 4803
E-mail: herbie@mmolaw.co.za
Standard Bank Mossel Bay Branch
Trust Account No: 282215425
Branch Code: 050414
Reference: Purchasers Surname

8.6 **"Defects"** means any material imperfection in the Unit that renders it less acceptable than persons generally would be reasonably entitled to expect in the circumstances or any characteristic of the Unit that renders it less useful, practicable or safe than persons generally would be reasonably entitled to expect in the circumstances;

8.7 **"Development"** means the Sectional Title Development under the name and style of Diaz Estate, to be built on the Land, and in respect of which the Seller intends to open a Sectional Title Register in the Deeds Registry at Cape Town;

8.8 **"Exclusive Use Area"** means the area(s) (if any) depicted as such on the plans, and listed in Schedule "A", forming part of the Development and in respect of which the Purchaser shall have the sole and exclusive use and enjoyment in terms of the Body Corporate rules, alternatively, by way of cession in terms of Section 27 of the Act;

8.9 **“Schedule of Information and Definitions ”** means part A of this Agreement;

8.10 **“Land”** means the land on which the Development, of which the Unit sold forms a part, has been or is to be developed, and being Erf 3991, Hartenbos, in the Municipality and Division of Mossel Bay, Western Cape Province;

8.11 **“Levy”** means the contribution payable by the Purchaser to the Body Corporate as contemplated in terms of Section 3 of the New Act;

8.12 **"Occupation Date"** means the date of beneficial occupation as certified by the architect and approved by the Municipality;

8.13 **"The Property"** means the Unit in the Development to be erected by the Seller;

8.14 **"Purchase Price"** means the Purchase Price as indicated on the Schedule of Information, clause 4;

8.15 **“The Purchaser”** means the Purchaser as per the Schedule of Information, clause 2;

8.16 **"The Rules"** means the management and conduct rules as applicable in terms of the Act and/or compiled by the Body Corporate;

8.17 **"Seller"** means the Seller as per the Schedule of Information, clause 1;

8.18 **“Transfer Date”** means the date of registration of transfer of the Property in the name of the Purchaser;

8.19 **“Terms and Conditions”** means part B of this Agreement;

8.20 **“Unit”** means the section/s, plus the exclusive use area/s (if any) hereby sold, forming part of the Development and includes an undivided share in the common Property as determined in terms of the Act and the New Act;

8.21 **“VAT”** means value added tax as determined by the Value Added Tax Act as amended from time to time.

9 ANNEXURES TO THIS SALE AGREEMENT

Annexure 1: Location plan;

Annexure 2: Unit Layout Plan and Building Plan; and

Annexure 3: Schedule of Finishing.

The annexures form an integral part of the sale Agreement and are included. The Purchaser, by signing this sale Agreement, accepts that he/she is fully aware of the content and accepts it as such.

PREAMBLE

WHEREAS The Seller intends to develop a residential Development known as "Diaz Estate" on the Land.

AND WHEREAS the Purchaser intends to buy a Property in the Development.

THEREFORE, it is decided and agreed as follows.

PART B: <u>TERMS AND CONDITIONS</u>

1. PURCHASE

The Seller hereby sells to the Purchaser the Property described herein at the selling price, including VAT, as referred in clause 5 of the Schedule of Information, subject to the terms and conditions contained in this sale Agreement.

2. PAYMENT OF THE PURCHASE PRICE

2.1 The Purchase Price will be paid to the Seller as follows:

2.1.1 A deposit, as per clause 4.2.1 of the Schedule of Information, within 14 (fourteen) days from date of signature hereof which amount will be held in trust until date of registration of transfer and will be invested in an interest-bearing trust account, which interest will be paid to the Purchaser on date of registration;

2.1.2 The Purchaser shall pay an amount as stipulated in clause 5.1 of the Schedule of Information to the Seller's Conveyancer on date of registration of the Property in the Purchaser's name.

2.2 The Purchaser will provide bank guarantees in respect of the payment of the balance of the Purchase Price, that are acceptable to the Seller, within 30 (thirty) days after the request has been made by the Conveyancer. **The Purchaser hereby waives his rights that the Seller may only apply for guarantees when the transfer has been lodged in the Deeds Office and allows the Seller to apply for any bank guarantees at any time.**

2.3 The Conveyancer will be entitled and obliged and is hereby authorised by the parties in terms of Section 86(4) of the Legal Practice Act 28 of 2014, to invest the deposit and any other amounts paid to them, in terms of this clause 2, in an interest-bearing trust account, interest payable to the Purchaser. The Purchaser hereby agrees and instruct the Conveyancer to pay the Purchase Price to the Seller against registration of transfer.

2.4 Without prejudice to the rights contained in clause 3 of the Terms and Conditions below, the Purchaser shall not be entitled to occupy the Property until the Purchase Price has been paid in full, despite the fact that the Property may be completed and ready for occupation, although occupation is offered according to this sale Agreement.

2.5 All amounts payable by the Purchaser in terms of this sale Agreement will be paid to the Seller's Conveyancer free of exchange rate or commission in Mossel Bay and without deduction or debt comparison in cash or by means of a bank-guaranteed check or check drawn by a South-African Registered commercial bank.

2.6 The Purchaser hereby acknowledges that prior to the deposit being invested, the Purchaser must comply with the Conveyancer's requirements with regard to the Financial Intelligence Centre Act and furnish the Conveyancer's with copies of all information and documentation as may be requested for such purposes, failing which, interest on the deposit will not accrue to the Purchaser**,** but will accrue to the Legal Practitioners Fidelity Fund established in accordance with the said Act.

2.7 The Purchaser's attention is specifically drawn to the following: Due to the ongoing cyber fraud the Purchaser must personally verify the Conveyancer's banking details before making any payments to the Conveyancer in terms of this Agreement. The Conveyancer will not be responsible for any losses resulting from payments made into an incorrect bank account.

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The Purchaser acknowledge this clause specifically

2.8 The Purchaser hereby authorize the Conveyancers to pay the capital contribution levied by the municipality to obtain the section 28 certificate (Mossel Bay Municipality's Land Use Planning By-Law) to enable registration of transfer, from the Purchase Price held in Trust, prior to registration of transfer. Should registration of transfer not be effected for whatever reason, the Seller shall immediately refund this amount to the Purchaser.

2.9 In the event that the Seller receives a credit from the Municipality towards the capital contribution payable in respect of the Property, due to the installation of external services that are the Municipality's responsibility, an amount equal to the capital contribution at that time shall become due and payable to the Seller. The Purchaser irrevocably authorises the Conveyancer, upon the Seller's request, to refund that amount to the Seller from the Purchaser Price held in the Conveyancer's trust account, notwithstanding that such refund may be required prior to registration of transfer. Should registration of transfer not be effected for whatever reason, the Seller shall immediately refund that amount to the Purchaser.

_____

The Purchaser acknowledge this clause specifically

3. POSSESSION & OCCUPATION

3.1 Possession and vacant occupation of the Property shall be given to the Purchaser on the occupational date, subject to fulfilment of the provisions of clause 2, part B above, from which date all risk and benefit in the Unit shall pass to the Purchaser.

3.2 If registration of transfer has not yet taken place before the date of occupation, the Purchaser will pay occupation rent to the Seller at a mutually agreed monthly occupancy rent, on a *pro rata* basis.

3.3 Any failure by the Purchaser to take physical occupation (either personally or by his agent) or accept the keys of the Property, will not affect the occupation date that will remain as defined.

3.4 The Purchaser acknowledges that:

3.4.1 the occupation date will not, under any circumstances, be deferred or the Property will not be deemed suitable for beneficial occupation if any improvements, additions or changes made to the Property at the request of the Purchaser have not been completed;

3.4.2 he/she is not entitled to make any claims of any kind, including consequential loss if the Property is not delivered on completion date or at a later date nominated and motivated in writing.

_____

The Purchaser acknowledge this clause specifically

4. TITLE DEED - CONDITIONS

4.1 The Property is sold subject to all conditions and servitudes as described in the Title Deed or previous Title Deeds of the Property and any other conditions imposed by any other competent authority.

4.2 If the Property is incorrectly described herein, any error or defect will not be binding on the parties hereto, but the correct description as proposed by the Parties will be applicable.

5. TRANSFER

5.1 Transfer will be given by the Conveyancer as soon as possible after signing the contract and all suspensive conditions are met.

5.2 The Purchaser must sign all transfer documents and bond documents (if applicable) and return it to the Conveyancer within 7 (seven) days after receipt thereof.

5.3 The Seller is responsible for all transfer costs. The Purchaser shall pay all costs in respect of any bond registration fee to the Conveyancer.

5.4 Should transfer be delayed by the Purchaser for whatever reason and/or the Purchaser fail to deliver guarantees and/or meet any other financial obligation in this Agreement, then the Purchaser shall pay to the Seller interest on the full Purchase Price at the prime overdraft rate plus 5% (five percent) charged by the Sellers bankers from time to time calculated from the date that the Seller's Conveyancer (acting as experts) certify in writing that in their opinion the transfer ough reasonably to have been registered, but for such delay. In the event of non-fulfillment of a financial obligation or failure to deliver a guarantee such penalty interest shall accrue from the due date for delivery of the guarantee/payment up until the actual date of delivery of the guarantee/payment or the date upon which the Purchaser has complied with all of the Purchaser's obligations relating to transfer (whichever is later). The penalty interest shall be paid by the Purchaser to the Seller prior to transfer of the Property. For the avoidance of doubt it is recorded that the Seller need not give notice to the Purchaser in terms of clause 8 of this Agreement for this clause to take effect. Written confirmation from the Conveyancer's regarding the date of performance by the Purchaser shall suffice to determine the date for compliance.

6. "VOETSTOOTS", EXTENT AND TITLE CONDITIONS

6.1 The Property will be located as per the location plan attached.

6.2 The Purchaser has studied the annexure(s) and declares that he/she is fully aware of all relevant details regarding the Property as stated in the annexure(s) as well as the location, extent, and land condition thereof.

6.3 Subject to the provision hereof the Property is sold "*voetstoots*".

6.4 The size of the Property, if disclosed in clause 3 of the Schedule of Information, is an approximation and the final size of the Property will be shown on the sectional title plan approved by the Surveyor General.

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The Purchaser acknowledge this clause specifically

7. GUARANTEES

The Purchaser acknowledges that the Seller has made no representations and has not provided any guarantees in respect of the Property or anything related thereto, whether expressed or implied, which is not expressly contained herein and is not affected by or on behalf of the Seller, except as set out herein.

8. BREACH OF CONTRACT BY PURCHASER

8.1 Should the Purchaser fail to make any payments on due date as provided for herein, **or otherwise** commit a breach of any of the other terms and conditions hereof and remain in breach for 7 (seven) days after dispatch of a written notice by registered post or email, requiring him/her to remedy such breach of such other terms and conditions, the Seller shall be entitled forthwith, and without prejudice to any other rights available at law, to:

8.1.1 Claim for specific performance; or

8.1.2 Claim immediate payment of the entire balance outstanding although not otherwise due by the Purchaser under this Agreement, or

8.1.3 Cancel this Agreement, claim damages suffered and retain interest by the Seller as a result of such breach and subsequent cancellation, while retaining all amounts paid by the Purchaser as pre-determined liquidated damages suffered by the Seller (against which amount of damages the amounts paid by the Purchaser shall be set-off), and furthermore, the Purchaser shall not be entitled to compensation from the Seller for any improvements of whatsoever nature he may have caused to the Property, whether with or without the Seller's consent;

8.2 The Purchaser hereby authorise the Conveyancers to effect payment in accordance with the above provisions. If this Agreement is cancelled as hereinbefore provided, the Purchaser and

all persons claiming a right of occupation through the Purchaser shall forthwith be obliged to vacate the Property and to deliver it to the Seller. It is specifically recorded in this regard that no lease or other similar right of occupation in favour of the Purchaser shall be created or come into existence by virtue of this Agreement. Should the Purchaser dispute the Seller's right to do so, then pending the determination of that dispute, the Purchaser shall continue to pay all amounts payable in terms of this Agreement on the due date thereof, and to comply with all the terms hereof and the Seller shall be entitled to retain interest accrued and such amounts received in the interim.

9. COMPANY / CLOSE CORPORATION / TRUST / OTHER LEGAL ENTITY

9.1 If this sale Agreement is signed by a Purchaser acting on behalf of a Company, Close Corporation, or other legal entity, which entity is not Registered (hereinafter referred to as juristic entity), the Purchaser undertakes to, within 30 (thirty) days after this sale Agreement has been signed, to Register the juristic entity and to provide the Seller with all information regarding the juristic entity and to deliver the notice and confirmation thereof to the Conveyancers.

9.2 In the event that a legal entity –

9.2.1 is not Registered in time; or

9.2.2 fail to ratify the transaction; or

9.2.3 not to comply with the obligations in terms of this sale Agreement for any reason whatsoever; or

9.2.4 fail to provide proof of ratification to the Seller's Conveyancers within the specified period,

the Purchaser agrees that he/she (the signatory herein as "Purchaser") will be personally responsible and obliged to fulfil all obligations under this sale Agreement and to transfer the Property to his/her personal name.

9.3 By signing this sale Agreement, the Purchaser undertakes to act as a guarantor and co-principal debtor *in solidium* with such legal entity which will be established or already established for the proper fulfilment of all the responsibilities in accordance with this sale Agreement and hereby waive the exception *beneficium ordinis seu excussionis*.

10. BODY CORPORATE

10.1 It is hereby recorded that a Body Corporate will be established in terms of the Act for the benefit of all owners of the Property in the Development and to control and maintain roads, services, and amenities within the Development.

10.2 The Purchaser will become a member of the Body Corporate against registration of transfer of the Property and hereby agree to remain a member as long as he/she is the Registered owner thereof.

10.3 The Purchaser hereby confirms that he/she will adhere to all the rules of the Body Corporate;

10.4 It is a term of this Agreement that a title deed condition shall be Registered against the Property in terms of which the Property shall not be transferred without the written consent of the Body Corporate.

11. THE DEVELOPMENT

11.1 It is recorded that the Developer reserves the right to develop the adjacent land in future.

11.2 The Purchaser acknowledges that:

11.2.1 the other Units and/or buildings in the Development will not necessarily be completed on the Completion Date;

11.2.2 the peaceful use and enjoyment of the Property may be interrupted from time to time during construction, provided that it does not interrupt the Purchaser's occupation of the Property.

12. CONSTRUCTION OF THE PROPERTY

12.1 The Seller undertakes to construct the Property in accordance with national building regulations, other relevant statutory requirements relating to construction work and substantially in accordance with the annexures.

12.2 Construction of the Property by the Seller shall take place within a reasonable period from the date of building plan approval. of the plans, finally approved by the local authority, and provided that the Purchaser has met all requirements in terms of clause 2 of the Terms and Conditions. The Seller, undertakes to submit final plans to the local authority for approval.

12.3 The Seller reserves the right to replace items of a similar standard for any specific item referred to in the schedule of finish.

12.4 The Seller is entitled to change the plans of the Property if it is necessary and reasonably deemed by the Seller:

12.4.1 to comply with any requirements claimed by a competent authority;

12.4.2 to meet any special functions on the Property;

12.4.3 to meet any special obstacles such as water, sewerage or electrical lines above or below the ground or any rock or other soil condition;

12.4.4 to obtain approval for the Sectional Title Development Scheme and/or the opening of a Sectional Title Register; and

12.4.5 to change the layout of the Development, except that the area of the Property cannot be changed by more than 5% (five percent) of the estimated area.

12.5 The Purchaser or any person or firm employed by him/her may NOT perform any work on the Property before registration of transfer.

12.6 Access to the Land, during the construction phase, will be restricted to authorized persons only.

12.7 If the written acceptance is not received timeously, and/or signed and/or payed in full, to give effect thereto, the execution of the extras will be refused *ipso facto* and the Unit will be completed in accordance with this signed Agreement.

12.8 Any building materials that will be used will be standard quality and freely available on the local market. Product and/or colour nomination is for identification purposes only and the Seller may use other products, types of manufacturers or colours on their own decision and discretion, provided that such products contain at least the same quality. The Seller will try, but is not obliged to notify the Purchaser if alternative materials are used. The finish and colour of the roof and the exterior must be used as specified by the architect.

12.9 The Property will be deemed to be completed on the date on which it is available for beneficial occupation as specified by the Engineer and/or the architect, whose decision will be deemed final and binding on the Parties.

12.10 The Seller shall:

12.10.1 within 14 (fourteen) days, remedy any patent defects in the Property which manifest themselves within 30 (thirty) days after the completion date, provided that the Purchaser notifies the Seller in writing within the said period of 30 (thirty) days of any such defects, failing which the Purchaser shall be deemed to have accepted the Property in the condition in which same were at the completion date. The Purchaser shall only be entitled to present the Seller with one snag list;

12.10.2 remedy any material latent defect in the Property due to faulty workmanship or materials, manifesting itself with 60 (sixty) days from completion date, provided that the Purchaser notifies the Seller in writing within the said 60 (sixty) days. For the purposes of this sub-clause, the expression ‘material defect’ means those defects, the existence of which are recorded in writing as requiring to be remedied or repaired by the architect. The architect shall determine whether such defects recorded in writing are ‘material defects’ and his/her decision shall be final and binding on the Parties. The architect shall be the final arbitrator as to whether the Seller has complied with his/her obligations in terms of this or the preceding clause 12 of the Terms and Conditions; and

12.10.3 rectify any material latent defect in the Property which occurs through incorrect workmanship or materials within 60 (sixty) days from date of completion, provided that the Purchaser notifies the Seller in writing within the said 60 (sixty) days. For purposes of this sub clause, "material defects" means those defects which is noted in writing, that must be repaired or corrected by the Engineer and/or architect. The architect will determine whether such defects, which are stated in writing, are "material defects" or not and its decision will be final and binding on the Parties. The architect will be the final arbitrator of whether Seller has fulfilled his/her obligations in terms of this clause.

12.11 The Purchaser shall allow suitable access during working hours must be given to the Seller to conduct any works or repairs. To avoid any possible complications the Purchaser must stow away removable valuables i.e. cell phones, jewelry, money, cameras etc. Seller takes no responsibility and will not entertain any claims of this nature.

13. BOND (IF APPLICABLE)

13.1 This sale Agreement is subject to the Purchaser obtaining an approved loan from a bank or other recognised financial institution for not less than the amount (if any) stipulated in clause 6 of the Schedule of Information, or any lesser amount by the Purchaser acceptable against registration of a first mortgage on the Property. In the event that such a loan is not approved in principle within 30 (thirty) days after the signature of this sale Agreement by the Seller, this sale Agreement will be null and void in which case the Seller will pay any amounts already paid by the Purchaser according to clause 2 of the Terms and Conditions, above to him/her together with accrued interest thereon. The Seller reserves the right to extend the period by 30 (thirty) days for a further reasonable period at the Seller's discretion.

13.2 A receipt received from the financial institution or the Seller that stipulates that the mortgage is in principle approved is sufficient evidence to comply with this suspensive condition. If the Purchaser fails to provide the carriers of such a quote from a financial institution indicating that such a mortgage has not been approved, this suspensive condition will be considered sufficient, or the transaction will not be subject to the Purchaser mortgage finance needs to be obtained.

13.3 All bond applications must be administered by the mortgage originator nominated by the Seller.

13.4 All bond registrations must be effected by the Conveyancers.

14. AGENT'S COMMISSION

14.1 The Seller shall pay the Agent's commission at the rate as agreed.

14.2 The said commission shall be deemed to have been earned upon the signature of this document by the Purchaser and Seller and fulfilment of suspensive conditions be payable upon registration of transfer or upon cancellation by reason of the Seller's or Purchaser's default. In the event of the sale being cancelled or transfer not being implemented then the defaulting Party shall be liable to the Agent for the payment of the Commission. In the event of the Agreement being cancelled by mutual Agreement, the Seller and Purchaser shall be liable in equal shares to pay the commission to the Agent.

14.3 The provisions of this clause as well as certain other provisions herein are intended by the Seller and the Purchaser to be a contract for the benefit of the Agent (*stipulatio alteri*) which may be enforced by the Agent, it being recorded and agreed that the Agent has accepted the benefits hereof by the Agent's signature at the foot hereof.

14.4 The Purchaser and Seller hereby warrant that the Agent is the sole and effective cause of the sale and it is hereby recorded that:

14.4.1 the Purchaser warrants to the Seller that he was not introduced to the Property or the Seller by any other person other than the Agent.

15. ARBITRATION

15.1 If any dispute, difference or question arises at any time between the Parties in respect of any matter arising from or the rights and duties of any of the Parties, or the interpretation of, or termination of, or any matter arising from the termination thereof, or the correction of this sale Agreement, or any other matter, such dispute shall be determined by arbitration, of which written notice will be given by any Party to the other in terms of this clause.

15.2 Such arbitration shall be held in George in accordance with the provisions of the Arbitration Act, No. 42 of 1965 (as amended or replaced from time to time) except that the arbitration will be held informal and the arbitrator has full discretion to decide which procedure will be followed to terminate the arbitration that will be held as soon as possible trade.

15.3 The arbitrator shall be an independent and suitably qualified person as agreed between the Parties and in the absence of such Agreement, the arbitrator shall be appointed at the request of any Party by the President of the Legal Practice Council, Cape Town, or his successor/s.

15.4 Clause 14 of the Terms and Conditions, is divisible to the rest of this sale Agreement and will remain in effect, despite the termination of this sale Agreement for any reason whatsoever.

16 LEVIES

16.1 The Purchaser shall be liable for levies payable in terms of Section 37 (1) of the Act and calculated in accordance with the participation quota and attributed to the Property from the date of Transfer or the Occupation Date, whichever is the earlier.

16.2 Depending on the actual amount of such levy, the Purchaser will pay from the Occupation Date on the basis of such monthly levy an amount as certified by the Seller as his *bona fide* estimate of such monthly levy. In determining the actual monthly levy payable, such non-payment or overpaid payment will be paid by the other Party forthwith or repaid to the other.

16.3 Such charges shall be paid to the Seller monthly on the first day of each calendar month for registration of transport and thereafter to the Body Corporate, except if the Occupation Date would occur on any date other than the first day of a calendar month. The Purchaser will then be obliged to pay a *pro rata* portion of the charges for the calendar month in which the Occupation Date occurs.

16.4 Upon the Alienation or Deemed Alienation of a property in the Diaz Estate Development, the transferor or the owner of the property shall pay a Capital Contribution Levy against registration of transfer to the Home Owners Association for the credit of the reserve fund controlled by the Home Owners Association, which levy shall be equal to 1% (one percent) of the higher amount of the selling price or the Fair Market Value of the property at the time of the Alienation or Deemed Alienation, subject to the exemptions specified in 16.5 and 16.6 below. This amount will not be payable in the instance of a sale in execution.

16.5 Where a property is transferred from the estate of the transferor or from the joint estate of the transferor and his or her heir/s, such Alienation shall be exempt from the payment of a Capital Contribution Levy. This clause shall be applicable *mutatis mutandis* in the event of a Deemed Alienation.

16.6 No Levy will be payable in respect of the Alienation of a property from the Developer to the first Purchaser or Transferee hereof.

16.7 In the event of a Company or Close Corporation being the registered owner of the property and more than 50% (fifty percent) of its shares or membership is transferred to a third party, such a transfer will be regarded as a deemed alienation of the property and will the levy referred in clause 16.4 be payable.

17 DOMICILIA AND NOTICES

17.1 The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, formal letters or other documents or communications of whatsoever nature at their respective addresses as set out hereunder:

Seller: Diaz Estate
Miltons Matsemela Oosthuizen
71 Montagu Street, Mossel Bay, 6500
Email: herbie@mmolaw.co.za
Tel: 044 601 8700

Purchaser: _____
_____
_____
Email: _____
Tel: _____

17.2 Any notice of communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.

17.3 Any Party may by notice to the other Party change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that Party to another physical address in the Republic of South Africa or its email address: Provided that the change shall become effective *vis-à-vis* that addressee on the 3rd business day from the deemed receipt of the notice by the addressee.

17.4 Any notice to a Party:

17.4.1 sent by prepaid registered post in a correctly addressed envelope to it at its *domicilium citandi et executandi* shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved); or

17.4.2 delivered by hand to a responsible person at its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or

17.4.3 sent by email to its chosen email address stipulated, shall be deemed to have been received on the date of dispatch (unless the contrary is proved).

17.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi.*

18. JURISDICTION

For the purposes of any legal proceedings, the parties agree to the jurisdiction of the Magistrate's Court.

19. JOINT AND SEPERATE LIABILITY

If there is more than one Purchaser, the Purchasers will be jointly and separately (*in solidum*) liable for the payment of all fees mentioned herein and to exercise all the terms of the Agreement.

20. GENERAL

20.1 This sale Agreement contains the entire Agreement between the Parties.

20.2 No deviation from the sale Agreement will affect any conditions unless such deviations have been signed in writing and by both Parties.

20.3 The Parties confirm that they have not been forced or influenced by any promises, offers or warranties of any kind to sign the sale Agreement.

21. CONCESSIONS

No extension of time, allowances or concessions will be allowed and no temporary deviation from the terms of this sale Agreement in respect of any Party will be regarded as a waiver of its rights below. The Seller may also, at any time and without notice, expect the Purchaser to comply strictly and on time with all conditions and stipulations.

22. MANAGING AGENT

22.1 The Seller may appoint and delegate any or all of its powers and duties in the management of the Development to a managing agent. This managing agent shall be entitled to exercise all such powers as the Seller may determine. This delegation shall be binding on the Body Corporate once it is formed.

22.2 Nothing in this clause shall, however, be interpreted to relieve the Seller of any of its obligations to the Purchaser as set out in this Agreement.

23. CONNECTION FEES PAYABLE

23.1 The Purchaser will be obliged to pay the following once-off connection fees to the HOA on date of occupation:

23.1.1 R 2 000.00 (two thousand rand) in respect of the municipal water connection; and

23.1.2 R 3 500.00 (three thousand five hundred rand), excluding VAT, in respect of the on-net fibre service.

23.2 In the event of the Purchaser failing to pay the above mentioned amounts on date of occupation to the HOA, the HOA will be entitled to add these amounts to the Purchaser's levy account.

24. THE PROTECTION OF PERSONAL INFORMATION ACT

The Seller/s and the Purchaser/s hereby give consent to the Conveyancing Attorneys who will register the transfer of the Property, to process our/their information for all purposes related to this sale, and to store their information on their data base for future marketing purposes in accordance with the provisions of the Protection of Personal Information Act 4 of 2013.

25. RIGHT OF EXTENSION

It is recorded that the Seller has reserved the right to extend the Scheme in phases in terms of Section 25 of the Act. This means that the Seller may build on to the Development at some time in the future. The Purchaser understands and agrees that he might have to endure the inconvenience of ongoing construction activities on the site and furthermore accept that amenities serving the whole Development or improvements of the common Property for the phases may only be constructed with the final phase.

26. OPTIONAL EXTRA'S:

_____: R _____

_____: R _____

_____: R _____

_____: R _____

_____: R _____

27. SOLAR

The Purchaser acknowledges that the Seller and or the Body Corporate has the right to install solar panels on the roof of the undercover parking bay of each Unit which solar panels will installed on a pro-rata basis

for the benefit of all owners in the Sectional Title Buildings to be erected, and that the Purchaser will have no objection to the installation thereof.

_____

The Purchaser acknowledge this clause specifically

28. ACCEPTANCE

The Purchaser, by signing this sale Agreement, accepts that he/she read the Sale Agreement and Schedules and is satisfied with it.

DONE and SIGNED at _____ on this the _____ day of _____

AS WITNESSES:

1. ……..

2. ……..

for and on behalf of

……
SELLER

DONE and SIGNED at _____ on this the _____ day of _____

AS WITNESSES:

1. ……..

2. ……..

for and on behalf of

……
PURCHASER

……
Surety i.t.o. clause 9 of the Terms and Conditions, hereof