

**ROYCE HEIGHTS ON ATLAS**  
**AGREEMENT OF SALE**

entered into by and between

the **“SELLER”**:

Name:	<b>GONRINHA CONSTRUCTION PTY LTD</b>
Registration Number:	<b>2015/384568/07</b>

herein represented by Emanuel Ricardo Goncalves and/or Joao Paulo De Freitas Farinha duly authorised hereto

and

the **“PURCHASER”**:

Name/s:	
Identity Number / Registration Number:	

In respect of

**SECTION NO \_\_\_\_\_ IN THE SCHEME KNOWN AS ROYCE HEIGHTS ON ATLAS**

**BLOCK NO \_\_\_\_\_ IN THE SCHEME KNOWN AS ROYCE HEIGHTS ON ATLAS**

**FLOOR NO \_\_\_\_\_ IN THE SCHEME KNOWN AS ROYCE HEIGHTS ON ATLAS**



**SCHEDULE**

a. THE PROPERTY SOLD:

The property hereby sold is a unit in the residential Sectional Title Scheme to be known as ROYCE HEIGHTS ON ATLAS which comprises of residential units to which is allocated rights to a parking bay/s, situate at **Erven 1053 Bartlett Extension 89 Township AND/OR Erven 1176 Bartlett Extension 93 Township**

Unit No/s (Section and an undivided share in the common property):		
Parking Bay No/s (sole use area):	Undercover	Visitors
Approximate size of Section:		

b. PURCHASE PRICE (inclusive of VAT at 15%): R \_\_\_\_\_  
( \_\_\_\_\_ )

c. PAYMENT OF PURCHASE PRICE:

Total purchase price:	R
Security deposit paid to <b>TUCKERS INC.</b> and payable on signature of agreement by Purchaser:	R
Additional deposit paid to (if applicable) <b>TUCKERS INC.</b> and payable within _____ days from date of signature of the agreement by the Purchaser:	R



d. MORTGAGE LOAN:

Amount required:	R
Date by which bond must be granted:	30 (thirty) days from date of signature of this agreement or such extended date as the Seller may approve in clause 3.1

e. ADDITIONAL COSTS PAYABLE BY THE PURCHASER:

Electrical connection charges payable by the Purchaser on date of bond grant:	R 4736.55
Water connection charges payable by the Purchaser on date of bond grant:	R 486.00
Occupational rent payable from date of occupation of the property by the Purchaser:	
Estimated levy payable to the Body Corporate from date of registration of the Property into the name of the Purchaser.	R
Estimated assessment rates payable to Ekurhuleni Metropolitan Municipality from date of registration of the Property into the name of the Purchaser.	R

Initial: \_\_\_\_\_

f. SELLER'S DOMICILIUM ADDRESS:-

Physical Address:	c/o Tuckers Incorporated 84 Trichardts Road Ravenswood Boksburg 1459
Postal Address:	c/o Tuckers Incorporated P.O Box 99 Boksburg 1460

g. PURCHASER'S DOMICILIUM ADDRESSES:-

	Purchaser 1	Purchaser 2
Physical Address:		
Postal Address:		
E-Mail:		
Contact Number:		
Cellphone number		
Fax Number:		

h. SELLING AGENT (if applicable):

Name of Agency:	
VAT number of Agency	
Selling Agent:	
Income tax number of Selling Agent:	
Listing Agent:	



Income tax number of Listing Agent:	
E-Mail:	
Telephone No. / Cell No:	

i. CONVEYANCERS:

Name of Firm:	Tuckers Incorporated
Business address:	84 Trichardts Road Ravenswood Boksburg 1459
Postal address:	P.O Box 99 Boksburg 1460
Telephone No:	011 897 1900
Facsimile No:	011 918 6257
E-Mail address:	<a href="mailto:hayley@tuckers.co.za">hayley@tuckers.co.za</a>

j. ANNEXURES:

- A. Schedule of finishes
- B. Floor Plans
- C. Typical Elevations
- D. Unit Layouts and/or Sectional Plans
- E. Product specification iro Glazed Porcelain Tiles (Floor)
- F. FICA Documentation
- G. Instruction to invest

k. BUILDING CONTRACTOR:

Name:	<b>GONRINHA CONSTRUCTION PTY LTD</b>
Registration Number:	<b>2015/384568/07</b>

The Building Contractor shall effect the building of the Units in the scheme ROYCE HEIGHTS ON ATLAS. The building works will be constructed within the regulations and requirements of the National Home Builders Registration Council.

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

**AS WITNESSES:**

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

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

herein represented by \_\_\_\_\_  
(if the Purchaser is a Company / Close Corporation)

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

**AS WITNESSES:**

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

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

SIGNED by the **Building Contractor** at

on

**AS WITNESSES:**

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

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

\_\_\_\_\_  
BUILDING CONTRACTOR  
herein represented by  
Emanuel Ricardo Goncalves  
and/or Joao Paulo De Freitas Farinha  
duly authorised hereto

SIGNED by the **Selling Agent** at

on

**AS WITNESSES:**

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

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

\_\_\_\_\_  
AGENT



**STANDARD CONDITIONS**

**RECORDAL**

**WHEREAS** the Seller is the registered owner of the Land.

**AND WHEREAS** the Seller intends establishing a Residential Sectional Title Scheme in respect of the Land and Buildings erected (and to be erected) on the Land.

**AND WHEREAS** the Purchaser wishes to purchase a unit or units and use parking bays in the Sectional Title Scheme to be registered.

**AND WHEREAS** the Seller and the Purchaser enter into this Agreement to agree to the terms and conditions of the sale of the unit and sole use of parking bay/s, as well as matters incidental thereto.

**NOW THEREFORE THE PARTIES AGREE AS SET OUT HEREUNDER**

**1. INTERPRETATION**

For the purposes of this Agreement, unless the context indicates otherwise

- 1.1 "the Act" means the Sectional Titles Act No. 95 of 1986 or any amendments thereof, and regulations promulgated in terms thereof and words used in this agreement bear the same meaning as defined in the Act.
- 1.2 "the Agreement" means the Schedule, the Standard conditions and Annexures each forming an integral part of this Agreement.
- 1.3 "Architect" means the architect appointed by the Seller to act as such from time to time in respect of the Development or a member of a firm so appointed.
- 1.4 "the Body Corporate" means the controlling body of the Land and Buildings as contemplated in terms of Section 36 of the Act.
- 1.5 "the Buildings" means the buildings erected or to be erected on the Land reflected in the Annexures.
- 1.6 "Common Property" means those portions of the Land not forming part of any Section, in the Development and constituted as common property in terms of the Act.





- 1.7 "Conveyancers" means the Conveyancers as set out in Clause (i) of the Schedule.
- 1.8 "the Consumer Protection Act" means the Consumer Protection Act No. 68 of 2008 or any amendments thereof, and regulations promulgated in terms thereof.
- 1.9 "the Seller" means Gonrinha Construction Pty Ltd or its nominees and includes its successors-in-title.
- 1.10 "the Development" means the proposed sectional title development on the Land.
- 1.11 "Delivery" means the date of registration of the Unit/Section into the name of the Purchaser in the Deeds Office.
- 1.12 "Deposit" means the deposit as set out in Clause c of the Schedule.
- 1.13 "Direct marketing" means direct marketing as defined in the Consumer Protection Act.
- 1.14 " Land" means Erven 1053 Bartlett Extension 89 Township AND Erven 1176 Bartlett Extension 93 Township.
- 1.15 "Land Surveyor" means the land surveyor appointed by the Seller, to act as such from time to time in respect of the Development or a member of a firm so appointed.
- 1.16 "Mortgagee Loan" means the loan required by the Purchaser as set out in Clause (d) of the Schedule.
- 1.17 "Occupation Date" means the date on which the Seller certifies that the Property is ready for possession and beneficial occupation.
- 1.18 "Parking Bay" means an area designated for purposes of parking a motor vehicle, the sole use of which shall be allocated by the Seller to the respective owners of Units.
- 1.19 "Participation Quota" means in relation to a Section, the decimal fraction allocated thereto in the Sectional Plan and which is calculated in terms of Section 32(1) of the Act.
- 1.20 "Prime Rate" means the rate of interest charged on overdraft facilities by Nedbank Limited on unsecured loans from time to time. A certificate signed by the manager of any branch of the said bank shall be sufficient proof of the said prime rate charged from time to time.



- 1.21 "Property" means the Section and Parking Bay as set out in Clause (a) of the Schedule.
- 1.22 "Purchase Price" means the total purchase price as set out in Clause (b) of the Schedule.
- 1.23 "the Rules" means the Conduct Rules and Management Rules which may be viewed at the Conveyancer's office as set out in Clause (i) of the Schedule and which may be amended by the Seller prior to registration of the Sectional Plan and transfer of the first Unit.
- 1.24 "Sectional Plan" means the draft sectional plan and/or sectional plan approved by the Surveyor-General.
- 1.25 "Section" or "Unit" bear the meanings defined in the Act and with particular reference to this Agreement shall mean the Section forming part of the Property, notwithstanding that the Sectional Plan relating thereto may not be approved or registered.
- 1.26 "Selling Agent" shall mean the estate agent as set out in Clause (h) of the Schedule.
- 1.27 The provisions of the Schedule and Annexures shall be deemed to be incorporated in and form part of this Agreement.
- 1.28 Words and expressions defined in the Act shall have the meanings therein defined and pending the registration of the Sectional Plan in respect of the Seller's Property, shall apply *mutatis mutandis* to the areas of which the Unit comprises.
- 1.29 Unless the context indicates otherwise, words in this Agreement importing any one gender shall include the other, and words importing the singular shall include the plural and *vice versa*.
- 1.30 The headings and clauses in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.31 The Purchaser confirms that the Purchaser has chosen English as the language of this Agreement, and all transfer documents to be prepared by the Seller's Conveyancers.
- 1.32 If any provision of this Agreement is in conflict or inconsistent with the Law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions hereof.
- 1.32 Where the figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.
- 1.33 When any number of days are prescribed in this Agreement, it shall be reckoned exclusively of the first and inclusively of the last day unless the last



day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa. Unless the context indicates otherwise, wherever a number of days are indicated, this shall be calendar days.

2. **SALE**

The Seller sells to the Purchaser who purchases from the Seller the Property subject to the further conditions of this agreement.

3. **MORTGAGE FINANCE**

3.1 This sale shall be subject to and conditional upon the Purchaser procuring the Mortgage Loan from a bank or other financial institution no later than the date provided for in clause (d) of the Schedule or such extended period as the Seller in its sole discretion may determine.

3.2 **In the event that a loan is approved for an amount less than the Mortgage Loan and the Purchaser accepts such lesser amount, the Purchaser undertakes to furnish the Seller's Conveyancers with either payment or a bank guarantee for the shortfall within 14 (fourteen) days from the date of the granting of the aforesaid loan.**

Initial: \_\_\_\_\_

3.3 The Purchaser hereby undertakes timeously to do all such things and to sign all such documents as may be necessary to apply for and procure the approval of the Mortgage Loan from a bank or other financial institution and to furnish written proof to the Seller of the granting or refusal thereof.

3.4 The suspensive condition pertaining to the Mortgage Loan shall be deemed to be fulfilled upon the issue by the bank or financial institution of a letter of final grant or accepted quotation.

3.5 In the event that the condition in clause 3.1 is not fulfilled, this Agreement shall be of no force or effect and neither party shall have any claim against the other, except that:

3.5.1 the Seller shall instruct the Conveyancers or the Agent to refund to the Purchaser the Deposit with accrued interest;

3.5.2 The Purchaser shall be obliged to immediately vacate the Property.

3.6 The Conveyancers shall attend to the registration of the mortgage bond required as security for such loan.



4. **PURCHASE PRICE**

The Purchase Price is payable as follows:-

- 4.1 The Deposit is payable in cash or bank guaranteed cheque or via electronic transfer against the signature hereof by the Purchaser.
- 4.2 All amounts paid on account of the Purchase Price shall be paid to the Conveyancers and shall be held in trust by the Conveyancers and shall be paid to the Seller against transfer unless otherwise provided for herein. **Such amounts shall be invested in a trust interest bearing account, which interest shall accrue to the Purchaser until registration of transfer. The Purchaser's signature hereto constitutes the Purchaser's written consent in terms of Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014, authorising the Conveyancers to invest all amounts paid on account of the purchase price in an interest bearing account.**
- 4.3 **The Purchaser shall be obliged to pay the further deposit to the Conveyancers, alternatively secure payment of same by delivery to the Conveyancers of a bank guarantee to the satisfaction of the Conveyancers within the time period provided for in clause (c) of the Schedule or such extended period as the Seller in its sole discretion may determine.**

Initial: \_\_\_\_\_

- 4.4 Withdrawal of any guarantee for any reason whatsoever, shall constitute a breach by the Purchaser in respect of which breach the Seller shall not be required to give notice in terms of this agreement. The remedies provided for below shall be applicable. If the Purchaser fails to effect payment of the purchase price against a tender of registration of transfer of the Property the Seller shall be entitled to either terminate this Agreement or to require the Purchaser to fulfil all obligations in terms of the Agreement.
- 4.5 All payments shall be made to the Conveyancers and may be directly deposited into any one of their Trust Accounts as follows:

BANK	BRANCH	BRANCH CODE	ACCOUNT NUMBER
STD	K90 BOKSBURG	011-842	<b>02069-6302</b>
NEDBANK	SUNWARD PLACE	190-442	<b>1904-110-428</b>
ABSA	EASTLANDS	631-556	<b>404-797-0385</b>
FNB	GAUTENG EAST	258-155	<b>620-368-77051</b>
<b>Deposit reference: ROYCE HEIGHTS Unit Number and Surname</b>			

In the event of such a direct deposit, confirmation thereof must be sent to their offices (e-mail: [hayley@tuckers.co.za](mailto:hayley@tuckers.co.za) / [info@tuckers.co.za](mailto:info@tuckers.co.za) or per fax: 011 918



0263 / 086 625 3127, Attention: Hayley Appel). **In the event of the Purchaser failing to notify the Conveyancers of any deposit made and to supply documentation necessary for FICA (Financial Intelligence Act 38 of 2001 or prevention of organised crime act 21 of 1998), the Conveyancers shall not be liable to account for any loss in interest.**

Initial:\_\_\_\_\_

5. **INTEREST (ONLY APPLICABLE IN THE EVENT OF A BREACH)**

Any interest payable by the Purchaser in terms of this Agreement shall be calculated at the Prime Rate plus 2% (two per centum)..

6. **TRANSFER, DELIVERY AND MORTGAGE BOND**

6.1 Delivery and transfer shall not be passed to the Purchaser, notwithstanding anything to the contrary herein contained, until such time as the Purchase Price and all other amounts for which the Purchaser may be liable in terms hereof have been paid, and/or payment thereof has been secured to the satisfaction of the Conveyancers.

6.2 Transfer of the Property shall be effected by the Conveyancers as soon as practically possible after the full purchase price has been secured and the Sectional Title Register has been opened in the Deeds Office of Johannesburg. The Seller shall be liable for transfer fees and disbursements payable to the Conveyancer relating to the registration of the transfer of the property into the name of the Purchaser.

6.3 **The purchaser shall be liable for payment of the bond initiation fee (if applicable, bond registration fees, deeds office fee and insurance certificate fee. See attached schedule.**

Initial\_\_\_\_\_

6.4 All fees and disbursements relating to the registration of any mortgage bond required as security of the Mortgage Loan shall be paid by the Purchaser upon demand by the Conveyancers.

6.5 **It is a material term of this agreement that the Purchaser shall pay such amounts, sign such documents and furnish such information and documentation as may be required by the Conveyancers for transfer and by the attorneys appointed to register the mortgage bond, within 7 (seven) days of being requested to do so.**

Initial\_\_\_\_\_



- 6.6 In the event of registration of transfer to the Purchaser being delayed as a consequence of a default on the part of the Purchaser, then the Purchaser shall in addition to all other amounts payable by the Purchaser in terms of this Agreement, pay to the Seller monthly in advance, interest on the Purchase Price, less any amount actually paid to the Seller on account thereof, calculated from the date transfer would have been possible had it not been for the default of the Purchaser, until the date of actual transfer, both dates inclusive as certified by the Conveyancers acting as experts.

Initial\_\_\_\_\_

- 6.7 The Purchaser acknowledges and accepts that the Purchaser has bought the Property in a development where transfer to the Purchaser may be simultaneous with transfers to other Purchasers. Accordingly the Purchaser acknowledges and accepts that lodgment of the Purchaser's transfer documents at the Deeds Office shall be entirely at the discretion of the Conveyancers and the Purchaser's obligation to pay occupational rental or interest, as the case may be, shall remain, and be unaffected by any delay occasioned by the above.

Initial:\_\_\_\_\_

**7. ADDITIONAL COSTS PAYABLE BY THE PURCHASER**

- 7.1 The Purchaser will be liable for payment of the costs of the electrical and water connection charges payable in respect of the Property as set out in Clause (e) of the Schedule, which amounts have been paid by the Seller to Ekurhuleni Metropolitan Municipality, for which the Seller is entitled to claim a refund from the Purchaser.
- 7.2 The said charges will be payable by the Purchaser to the Conveyancers on date of bond grant, and in the event of the Purchaser not requiring a bond to finance this property, the deposits will be payable within 7 (seven) days of the Conveyancers requesting such payment in writing.
- 7.3 The Purchaser shall be liable for payment of the levies to the Body Corporate and assessment rates to Ekurhuleni Metropolitan Municipality from date of registration of the Property into the name of the Purchaser as stated in Clause (e) above. The exact amounts payable will be determined by both the Body Corporate in respect of the levies and the Ekurhuleni Metropolitan Municipality in respect of the assessment rates after registration of the Property into the name of the Purchaser.

Initial\_\_\_\_\_



8. OCCUPATION

8.1 The Seller, on receipt of the Occupational Certificate issued by the Local Authority, shall give the Purchaser 30 (thirty) calendar days' written notice of the Occupation Date. The Purchaser or the Purchaser's agent must be available for handover of the Property within 7 (seven) days of delivery of such notice. **The Purchaser herewith authorises the Architect to accept handover on behalf of the Purchaser in the event of the Purchaser failing to take handover.**

Initial\_\_\_\_\_

8.2 A certificate signed by the Architect that the Property is available for beneficial occupation or not ready, shall be binding on both parties. If the Architect issues a not ready certificate, the Seller shall be entitled to postpone the Occupation Date by up to a further 30 (thirty) days by written notice to the Purchaser.

8.3 **From the Occupation Date, the Purchaser shall be liable for payment of all electricity and water consumed in or on the Property until transfer.**

Initial\_\_\_\_\_

8.4 **The Purchaser shall be entitled and obliged to occupy the Property on the Occupation Date and failure to do so or to accept the keys to the Property shall not affect the Purchaser's liability to effect payment of all amounts pertaining to such occupation.**

Initial\_\_\_\_\_

8.5 The Seller and/or the Sellers duly authorised agent shall be entitled to inspect the Unit at all reasonable times during the currency of the Agreement.

8.6 Occupation of the Property by the Purchaser or anybody through the Purchaser shall not create a tenancy, and in the event of this Agreement being cancelled, all rights to the occupation of the Property shall lapse and the Property shall be vacated forthwith.

9. OCCUPATIONAL RENT

9.1 **Should transfer take place after the Occupation Date, the Purchaser shall pay occupational rent as set out in Clause (e) of the Schedule, from the Occupation Date to date of registration of the property into the name of the Purchaser, both dates inclusive, which shall be paid directly to the Seller monthly in advance on or before the 2<sup>nd</sup> day of each consecutive month. If the Occupation Date and/or registration date does not fall on**



the first day of the month, then the occupational rent payable shall be pro-rated for that month.

Initial \_\_\_\_\_

- 9.2 In the event of the Occupation Date occurring prior to the fulfilment of any suspensive condition or condition precedent, the Purchaser shall be liable for occupational rent from the Occupation Date notwithstanding that this Agreement may subsequently be of no force and effect by reason of non-fulfilment of any suspensive conditions or condition precedent.

Initial \_\_\_\_\_

- 9.3 The occupational rent shall be paid by the Purchaser into the following bank account elected by the Seller, or such other account as notified by the Seller in writing:

ACCOUNT NAME:	<b>GONRINHA CONSTRUCTION</b>
BANK	<b>MERCANTILE BANK</b>
BRANCH	<b>SANDTON</b>
BRANCH CODE	<b>450905</b>
ACCOUNT NUMBER	<b>1550922505</b>
REFERENCE:	<b>UNIT NUMBER &amp; SURNAME</b>

**10. BUILDINGS NOT YET ERECTED**

- 10.1 It is recorded that:-

10.1.1 the Buildings have not yet been erected or completed as the case may be;

10.1.2 the Purchaser acknowledges that the Purchaser has inspected the Plans (refer annexure D).

- 10.2 The Seller shall be entitled to vary the Building(s) and/or the designs, to such extent as may be reasonably necessary to:

10.2.1 **comply with any requirements of any competent authority.**

10.2.2 **comply with any special features of the Land.**

10.2.3 **comply with any special impediments such as water, sewer or electrical lines either above or underground or any rock or other soil condition.**

10.2.4 **give effect to any changes in materials, finishes or fittings which the Seller considers to be appropriate or which may not be readily**



available at the time due to shortage in supply of such materials, finishes or fittings, without however detracting from the quality of the Buildings and/or the Section.

10.2.5 Obtain the approval of the Sectional Title Development Scheme and/or the opening of the Sectional Title Register and/or the extension of the scheme.

Initial \_\_\_\_\_

10.3 The Purchaser acknowledges that on the Occupation Date, the Common Property as well as other portions of the Buildings, may be incomplete and that occupants of the Property may suffer inconvenience from the building operations. The Purchaser acknowledges that the Purchaser shall have no claim whatsoever against the Seller or Seller by reason of any such inconvenience.

Initial \_\_\_\_\_

## 11. RECTIFICATION OF DEFECTS

11.1 The Purchaser shall be obliged, within 14 (fourteen) days from date of written notification by the Seller or his nominee that the Property is ready for inspection, notify the Seller in writing of all or any defects in the Property, failing which the Purchaser shall be deemed to have accepted the Property in good order and condition. The written notification shall be hand delivered by the Purchaser to the Seller's chosen domicilium address. The Seller shall cause all such reasonable repairs as may be necessary to rectify such defects in accordance with the approved building plans to be effected within 30 (thirty) days of such notification, at the Seller's cost.

11.2 Any deviation from the building works, fixtures and fittings not reflected on the building plans will be for the purchaser's account.

Initial \_\_\_\_\_

11.3 The Purchaser shall further be obliged, within 14 (fourteen) days after Occupation Date, to notify the Seller in writing of such defects that still require attention and the Seller shall cause all such reasonable repairs as may be necessary to rectify such defects to be effected within 30 (thirty) days of such notification, at the Seller's cost. This written notification shall be hand delivered by the Purchaser to the Seller's chosen domicilium address.

Initial \_\_\_\_\_



- 11.4 **The Purchaser shall allow the Seller and workmen access to the Property, within 7 days of request, during normal business hours in order to attend to the reasonable repairs.**  
Initial\_\_\_\_\_
- 11.5 **The Seller shall only be responsible for defects relating to faulty materials and/or workmanship and the Seller shall under no circumstances be liable for any consequential loss or damage. The Purchaser hereby waives any claim relating to any such loss or damage.**  
Initial\_\_\_\_\_
- 11.6 **A certificate issued by the Architect to the effect that any defect has been rectified shall be final and binding on both parties and shall relieve the Seller from any further obligation in respect of such defect.**  
Initial\_\_\_\_\_
- 11.7 **The Purchaser acknowledges and agrees that the Purchaser shall have no claim against the Seller in respect of defects, whether latent, patent or otherwise in the Common Property or the Property save for defects of which the Purchaser has notified the Seller in accordance with the foregoing provisions.**  
Initial\_\_\_\_\_
- 11.8 The Seller warrants that in respect of the Buildings :
- 11.8.1 the building contractor engaged to construct and erect the Buildings, is registered as a home builder;
- 11.8.2 the Buildings will be enrolled with the National Home Builders Registration Council;
- 11.9 The Seller shall carry out such works and repairs that may be necessary to honour the term and condition of the warranty provided by the National Home Builders Registration Council in respect of the Property, the Building and other structures to be erected upon the Land.
- 11.10 The Common Property shall on the establishment of the Body Corporate, be inspected by the Architect and when approved by the Architect, the Seller shall be deemed to have fulfilled the Seller's obligations to the owners and the Body Corporate and neither the owners nor the Body Corporate shall have any claim against the Seller in respect of the Common Property.



11.11 In the case of any defect for which the Seller is not liable, the Seller hereby cedes to the Purchaser its rights to claim from the contractor/ nominated sub-contractor / supplier (to the extent that the Seller is not precluded therefrom).

11.12 **Notwithstanding the foregoing provisions, the Seller shall not be liable for any defects in the Property beyond the Occupation Date in respect of the following:**

11.12.1 **hairline cracks in the plaster work;**

11.12.2 **any minor shrinkages/movement in expansion cracks between the different components but as materials used for cracking that might appear in the control movements of joints.**

Initial \_\_\_\_\_

11.13 In addition, the Purchaser shall not have any claim of any nature against the Seller for any loss, damage or injury which the Purchaser, his agents and/or invitees may directly or indirectly suffer by reason of any latent or patent defects in the Property or any part thereof being in a defective condition or state of disrepair or arising out of vis major or casus fortuitous or any other cause either wholly or partly beyond the Seller's control or arising out of any act or omission by any other owner in the Development.

11.14 All warranties and undertakings hereby given to the Purchaser in terms of this Agreement are personal to the Purchaser and cannot be alienated or transferred by the Purchaser in any way.

11.15 The Purchaser shall not be entitled to withhold, set-off or retain any amounts owing by the Purchaser to the Seller nor shall the Purchaser be entitled to withhold or abate payment of any amount due to the Seller in terms of the Agreement, regardless of whether any defects have not yet been rectified.

12. **SPECIAL PROVISIONS PRIOR TO THE ESTABLISHMENT OF THE BODY CORPORATE AND/OR TRANSFER**

12.1 It is recorded that the Body Corporate shall be deemed to be established on the registration of the first transfer in terms of Section 36 of the Act.

12.2 The Purchaser acknowledges that the Rules contained in Annexure 1 and 2 of the Sectional Titles Management Act, 2011 (Act 8 of 2011) or necessary amendments thereto shall be applicable and acknowledges and agrees that the Purchaser is acquainted with the provisions thereof.



- 12.3 The Purchaser further acknowledges that the Seller shall be entitled from time to time, and prior to the opening of the Sectional Title Register or registration of any future phases of the Development to impose additional rules in terms of the provisions of Section 35 of the Act and of which the Purchaser acknowledges that he will be bound. Such additional rules will be available for inspection at the Conveyancers.
- 12.4 The Purchaser agrees that:-
- 12.4.1 Immediately upon becoming the registered owner of the Property, the Purchaser will automatically become a member of the Body Corporate and will be and remain bound by its Rules for so long as the Purchaser is a registered owner.
- 12.4.2 Should the Purchaser sell the Property, the Purchaser will ensure that any potential buyer is made fully aware of the existence of the Body Corporate and the fact that such buyer will automatically become a member of the Body Corporate.
- 12.5 From the Occupation Date until the date of registration of transfer of the Property into the name of the Purchaser, the Purchaser shall:
- 12.5.1 keep the Property in good repair;
- 12.5.2 permit the Seller or its agent at all reasonable times to enter and inspect the Property;
- 12.5.3 **be responsible for all costs of electricity and water consumed in the Property;**
- 12.5.4 not make any alterations to the Property, alter the colour scheme or redecorate, without the Seller's written consent first being obtained, which consent shall not be unreasonably withheld;
- 12.5.5 save insofar as may be inconsistent with the provisions of this agreement, be responsible for all other obligations of an owner as set out in the Act;
- 12.5.6 comply with all rules and regulations applicable to the Property;
- 12.5.7 not be allowed to sell, transfer and/or cede the Property and/or any rights in respect of the Sole Use Areas (including, but not limited to, the Purchaser's rights of occupation thereof) except with the prior written consent of the Seller.



13. PHASE DEVELOPMENT

- 13.1 This entire agreement shall be conditional upon the successful opening and registration of the Sectional Title Register and/or the registration of the extension of the scheme for the specific phase relating to the Land and the procurement of a Certificate of Registered Sectional Title for the Land and Buildings at the cost of the Seller. Should the Seller be unable to procure fulfilment of this condition for any reason whatsoever, the Seller shall be entitled to cancel this agreement by notice in writing to the Purchaser. No liability or claims for damages or compensation, in the event of the scheme being cancelled, can be instituted against the Seller.
- 13.2 The Purchaser acknowledges that:-
- 13.2.1 he is aware of the fact that the Property will form part of a sectional title scheme of which the Buildings are not yet complete and of which the register and/or the extension of the scheme for the particular phase which incorporates the Property, has still to be opened. The agreement is therefore subject to the opening of a sectional title register in phases in the Deeds Office whereby the Property shall come into existence;
- 13.2.2 the Seller has reserved a real right of extension of the scheme in terms of Section 25 of the Act and the Purchaser hereby grants consent thereto as far as needs be. This real right of extension will entitle the Seller to erect further units on the land that will form part of the common property;
- 13.2.3 the register and/or extension of the scheme will be registered as soon as is reasonably possible and transfer of the Property shall take place simultaneously with or after the opening of the register and/or extension of the particular phase;
- 13.2.4 it remains the Seller's sole and exclusive prerogative to proceed with the development of the sectional scheme and construction of the Property. In the event of the Seller electing not to proceed with the development of the sectional scheme and/or construction of the Property for any reason whatsoever, this agreement shall lapse and the Purchaser shall be refunded any amounts paid by the Purchaser on account of the Purchase price. This provision is accepted by the Purchaser as being reasonable;
- 13.2.5 no liability or claims for damages or compensation, in the event of the scheme being cancelled, can be instituted against the Seller;



- 13.2.6 the Seller shall be entitled to impose conditions in respect of the Scheme as contemplated in terms of Section 11(2) of the Act. The Purchaser shall be obliged to accept transfer of the Property subject to such conditions as may be imposed by the Seller;
- 13.2.7 The Purchaser acknowledges that construction work in and about the scheme may still be in progress when the Purchaser occupies the Property, in which event the Purchaser shall have no recourse against the Seller or the Agent relating to any nuisance or disturbance arising from such construction.

Initial \_\_\_\_\_

#### 14. SECTIONAL PLAN

- 14.1 The Purchaser acknowledges that the Sectional Plan has not yet been approved and that the exact boundaries of the Section forming part of the Property shall be those shown on the final approved Sectional Plan will be substantially in accordance with those set out in the Annexures. The undivided share of the Common Property apportioned to the Section shall be in accordance with the Participation Quota, which is ultimately determined in terms of the Act upon approval and registration of the Sectional Plan.

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- 14.2 The Purchaser acknowledges that the extent of the Property on the final Sectional Plan will be measured by the Land Surveyor in accordance with the Act. It is specifically recorded that the extent includes internal walls within the Property and that, as a general rule, the Property boundary extends to the median line contiguous to the adjoining Units and Common Property.

Initial \_\_\_\_\_

- 14.3 The Purchaser shall not be entitled to claim cancellation of this Agreement or any reduction in the purchase price by reason of any minor alterations to the size of the Property to that shown on the Plans. For purposes of clarity and good order, a minor alteration in size shall be a decrease in the area of the Property greater than 5% (five per centum). The Purchaser undertakes to accept transfer of the Property as redefined and renumbered in the Sectional Plan approved by the relevant local authority and the Surveyor General.

Initial \_\_\_\_\_



- 14.4 **The Land Surveyor shall have the sole decision upon whether a deviation referred to in clause 14.3 above is minor and his decision shall be binding upon the parties.**

15. **SELLING AGENT'S COMMISSION**

- 15.1 The Seller shall pay the commission of the Selling Agent. The commission shall be agreed between the Seller and the Selling Agent.

- 15.2 **The Purchaser warrants that the Purchaser was not introduced to the Property, or this Agreement, by any agent other than the Selling Agent. The Purchaser indemnifies the Seller and holds it harmless against all costs, charges, claims, demands, expenses, loss and damage which may be incurred, made against or suffered by the Seller arising out of any breach of the foregoing warranty.**

Initial \_\_\_\_\_

- 15.3 **In the event of this Agreement being cancelled as a consequence of a breach on the part of the Purchaser, the Purchaser will be liable for payment of the commission due to the Selling Agent.**

Initial \_\_\_\_\_

16. **JURISDICTION / COSTS**

- 16.1 The Purchaser hereby consents in terms of Section 45 of the Magistrates' Courts Act, No. 32 of 1944, as amended, to the jurisdiction of any Magistrates' Court having jurisdiction over the Purchaser's person under Section 28 of that Act, notwithstanding that any action or proceeding arising out of this Agreement would otherwise be beyond the jurisdiction of such Court. The Seller shall, however, have the right to institute action in any other Court of competent jurisdiction.

- 16.2 The Purchaser agrees that, in the event of the Seller instructing its attorneys and/or taking legal proceedings against the Purchaser pursuant to a failure by the Purchaser to fulfil any of its obligations in terms hereof, then the Purchaser shall pay all legal costs plus VAT incurred by the Seller in connection therewith as between attorney and own client, including collection laid down at the tariff rate applicable.



17. **JOINT AND SEVERAL LIABILITY**

Should this agreement be signed by more than 1 (one) person as Purchaser, the obligations and liability of all the said Purchasers shall be joint and several.

18. **COMPANY TO BE FORMED**

18.1 If this agreement is entered into, by the signatory for the Purchaser in a capacity as director for a company to be formed, then the said signatory, by the signatory's signature hereto, hereby binds the signatory in favour of the Seller as surety and co-principal debtor, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company in terms of or arising out of this Agreement or any cancellation hereof; and

18.2 Without prejudice to the foregoing provisions, in the event of such company not being formed within 30 (thirty) days after the date of signature of this agreement by the Purchaser, and/or failing to ratify and make the provisions of this agreement binding upon itself, and/or failing within 7 (seven) days of being formed to deliver to the Conveyancers the originals or certified copies of its Memorandum of Incorporation, Certificate to Commence Business, Certificate of Incorporation, and all necessary resolutions of shareholders and/or directors in respect of this sale, in the case of a company, or of its Founding Statement, any applicable association agreement, then and in any such event, the said signatory shall be personally liable in terms hereof as if the signatory had contracted in his own personal capacity.

19. **COMPANY / CLOSE CORPORATION / TRUST**

If this agreement is signed as Purchaser by a person purporting to act for and on behalf of a company, close corporation or trust (other than a company not yet formed), the signatory shall be deemed to warrant that the signatory is duly authorised to sign this agreement and shall by the signatory's signature hereto bind the signatory thereto in favour of the Seller as surety and co-principal debtor together with such company, close corporation or trust under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company, close corporation or trust in terms of or arising out of this agreement or any cancellation hereof.





20. **BREACH**

20.1 Should the Purchaser fail to pay any amount, or fail to provide the guarantee(s) required in terms of this agreement on due date, or commit a breach of any other of the terms and conditions of this agreement and remain in default for 7 (seven) days (unless such breach occurs after the transfer documents have been lodged in the Deeds Office for registration, in which case the 7 (seven) day period may at the election of the Seller be reduced to 24 (twenty four) hours after dispatch of a written notice), requiring such breach to be remedied, the Seller shall be entitled without prejudice to any other rights it may have in Law, including the right to claim damages:

20.1.1 to cancel this agreement without any further notice and to retain all monies paid by the Purchaser in terms hereof, pending determination of damages; or

20.1.2 to claim immediate performance and/or payment, of all the outstanding obligations in terms of this agreement, including immediate payment of the balance of the purchase price.

20.2 Should the Purchaser dispute the right of the Seller to cancel this agreement and/or remain in occupation of the Property after the date of cancellation, then pending the determination of that dispute and/or vacation of the Property, the Purchaser shall be obliged to continue payment of all the amounts payable by it in terms of this agreement on the due dates thereof and the Seller shall be entitled to recover and accept those payments without prejudice to the Seller's claim for cancellation of this agreement or any other rights of the Seller whatsoever. Notwithstanding the foregoing, the above occupancy shall not be regarded as creating a tenancy either in terms of a statutory provision or common law.

20.3 Upon the cancellation of the agreement for any reason whatsoever, the Purchaser hereby undertakes to vacate forthwith the Property and shall cease to have any rights under this agreement and the Seller shall immediately be entitled to resell the Property.

21. **NOTICE ADDRESS**

21.1 The parties to the agreement choose the addresses set out in Clauses (f) and (g) in the Schedule as their respective *domicilium citandi et executandi* for all purposes arising here out and as their respective addresses for the service of any notices required to be served upon them hereunder.



- 21.2 Any notice or communication required or permitted in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give such notice by telefax and/or by e-mail.
- 21.3 Either party may by notice to the other change the physical address chosen as its notice address or may advise a telefax number and/or e-mail address or change the telefax number and/or e-mail address; provided that such change(s) shall only become effective on the 6<sup>th</sup> (sixth) business day after the date of receipt, or deemed date of receipt, of such notice by the addressee.
- 21.4 Any notice to a party shall:
- 21.4.1 if sent by pre-paid registered post, be deemed to have been received on the fourth business day after posting unless the contrary is proved.
- 21.4.2 if delivered by hand, shall be deemed to have been received on the day of delivery or on the next business day if the day of delivery is not a business day.
- 21.4.3 if sent by telefax and/or e-mail, shall be deemed to have been received on the date of dispatch or on the next business day if the time of dispatch is not on a business day unless the contrary shall otherwise be proved.
- 21.5 Notwithstanding anything to the contrary herein contained, any written notice or communication actually received by a party to this agreement shall be an adequate written notice or communication to it/him notwithstanding that it was sent to or delivered at the chosen notice address or transmitted to such party's telefax and/or e-mail address as stipulated herein.
- 21.6 The Purchaser shall with effect from the Occupation Date be deemed to have changed his domicilium to the Unit.

22. **SUBJECT TO SALE (delete if not applicable)**

- 22.1 This agreement of sale is subject to the Purchaser being able to sell the following property:-

\_\_\_\_\_ (hereinafter referred to as the "Second Property")

by no later than: \_\_\_\_\_ failing which, this agreement shall automatically lapse and be of no force or effect unless both parties have agreed to a written extension of this condition prior to the lapsing thereof.



- 22.2 All suspensive conditions relating to the sale of the Second Property must be fulfilled within 30 (thirty) days from acceptance of the offer by the Purchaser. Should the suspensive conditions on the Second Property not be fulfilled within 30 (thirty) days from date of acceptance of the offer, the parties agree that this sale agreement shall automatically lapse and be of no force or effect unless both parties have agreed to a written extension of this condition prior to the lapsing thereof.
- 22.3 Pending fulfilment of this condition of sale of the Second Property, the Seller shall be entitled to continue to market the Property and should he receive a bona fide offer (hereinafter referred to as the "Competing Offer") prior to the Purchaser accepting an offer for the Second Property, he may accept the Competing Offer subject to the following conditions:
- 22.3.1 A copy of the Competing Offer shall be delivered to the Purchaser (by hand or via facsimile or e-mail) together with proof that the deposit has been secured by the Transferring Attorneys;
- 22.3.2 The Purchaser will have the option to waive the provisions of clause 22, within 3 (three) days from the date of delivery of the Competing Offer (excluding the day of delivery) and to proceed with this agreement unconditionally. The Purchaser may only waive clause 22 if he has been granted unconditional bond finance by a registered financial institution, or is able to within 3 (three) days after having received the Competing Offer, deliver guarantees for the full purchase price.
- 22.3.3 The Purchaser must exercise this option exclusively by written notice which must be delivered timeously to the Transferring Attorneys (by hand or via email).
- 22.3.4 Should the Purchaser not exercise this option timeously and exclusively by written confirmation, the Seller shall be entitled to accept the Competing Offer and on acceptance thereof this agreement shall thereupon automatically and immediately become cancelled without prejudice to either party.
- 22.3.5 The Seller acknowledges that in the event that the Purchaser exercises his option to waive clause 22, this agreement will remain in full force and binding on the parties irrespective of the fact that the Competing Offer may have more favourable terms, condition and/or a higher purchase price.
- 22.3.6 Despite the Purchaser having obtained bond finance as contemplated in Clause 3 of this agreement, the Seller shall be entitled to market and



accept a Competing Offer if the Purchaser has not accepted an offer on the Second Property.

**23. AIRCRAFT NOISE POLLUTION / ACCIDENTS**

The Seller, Local Authority and ACSA are all indemnified against any claims regarding air traffic, noise pollution and/or accidents.

**24. GENERAL CONDITIONS**

24.1 The parties acknowledge that this agreement represents the entire agreement between them and that no other conditions, stipulations, warranties and/or representations whatsoever whether express or implied have been made by either party or their agents other than as set forth in this agreement.

24.2 The terms of this agreement form the sole contractual relationship between the parties and no variation of this agreement shall effect the terms hereof unless such variation shall be reduced to writing under the hands of the parties hereto.

24.3 No extension of time or indulgence granted by either party to the other shall be deemed in any way to affect, prejudice or derogate from the rights of such party in respect of this agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a novation of this agreement.

24.4 Each of the parties hereby undertakes to sign and/or execute all such documents (and without limiting the generality of the foregoing), same shall include the execution of the necessary Power of Attorney, Transfer Duty Declarations and personal affidavits.

**25. OFFER ACCEPTANCE**

Inasmuch as this agreement, signed by the Purchaser and delivered to the Seller, shall constitute an offer to purchase the Property, such offer shall not be capable of being withdrawn and shall remain open for acceptance by the Seller signing same within 14 (fourteen) days after the date of signature thereof by the Purchaser.

**26. DIRECT MARKETING**

26.1 The Purchaser, in the event of having concluded this agreement as a result of Direct Marketing, has been informed of the "cooling off" rights provided for in Section 16 read with Section 20(2)(a) of the Consumer Protection Act, to

rescind a transaction, without reason or penalty, within 5 (five) days of the date specified in the Consumer Protection Act.

	YES	NO
<b>This agreement was concluded as a result of direct marketing as contemplated by the Consumer Protection Act</b>		
<b>The Purchaser has the right to cancel the agreement of sale within 5 (five) days as contemplated by the aforesaid Act</b>		

Initial\_\_\_\_\_

**27. CONSUMER PROTECTION ACT**

**27.1 The Purchaser acknowledges that this agreement contains certain provisions which:**

**27.1.1 limits the risk or liability of the Seller;**

**27.1.2 constitutes an assumption of risk or liability on the part of the Purchaser;**

**27.1.3 imposes an obligation on the Purchaser to indemnify the Seller; and/or**

**27.1.4 constitutes an acknowledgement of facts by the Purchaser.**

**27.2 By signing at the end of this clause, the Purchaser acknowledges that the Seller has provided sufficient time and opportunity for the Purchaser to receive and comprehend the nature and effect of the provisions of this agreement.**

**Signed by the Purchaser:\_\_\_\_\_**



28. **NHBRC CERTIFICATE**

The warranty carried by the NHBRC certificate is as follows:-

- Within 3 months, instruct your builder to rectify non-compliance or deviation from the terms, plans and specifications of your mutual building agreement.
- Within 12 months, instruct your builder to repair roof leaks attributable to workmanship, design or materials.
- Within 5 years, instruct your builder to rectify major structural defects identified in the home which have been caused by non-compliance to technical building standards.

In the event that a builder is unable or unwilling to rectify reported defects, the NHBRC can rectify the defects, following the completion by the consumer of a complaint and conciliation process.

**What the Warranty Fund does not cover:**

- Maintenance items over the building, units and common property
- Fence or pre-cast fencing
- Temporary structures
- Alterations / additions
- Mechanical ventilations or air conditioning systems
- Household appliances

For further information please refer to [www.nhbrc.org.za](http://www.nhbrc.org.za)

29. **GENERAL**

All warranties, acknowledgements and undertakings by and on behalf of the Purchaser, are subject to and without prejudice to the rights conferred on the Purchaser in terms of the Consumer Protection Act.

30. **MARKETING**

The Seller shall be entitled to continue with the existing marketing of the development until date of transfer of the final unit.

SIGNED by the **Purchaser** at \_\_\_\_\_

on \_\_\_\_\_

**AS WITNESSES:**

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

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

herein represented by \_\_\_\_\_  
(if the Purchaser is a Company / Close Corporation)

SIGNED by the **Seller** at \_\_\_\_\_

on \_\_\_\_\_

**AS WITNESSES:**

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

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

SIGNED by the **Building Contractor** at \_\_\_\_\_

on \_\_\_\_\_

**AS WITNESSES:**

1. \_\_\_\_\_ BUILDING CONTRACTOR  
herein represented by  
Emanuel Ricardo Goncalves  
and/or Joao Paulo De Freitas Farinha  
duly authorised hereto

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

SIGNED by the **Selling Agent** at \_\_\_\_\_

on \_\_\_\_\_

**AS WITNESSES:**

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

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



**INSTRUCTION TO INVEST TRUST MONEYS**

*(In respect of a conveyancing transaction)*

*Section 78(2A) of the Attorneys Act, 1979 (Act No 53 of 1979)*

To: TUCKERS INC  
Attorneys, Notaries & Conveyancers  
BOKSBURG

**TRANSFER FROM:**

**GONRINHA CONSTRUCTION PTY LTD**  
**REGISTRATION NUMBER: 2015/384568/07**

**OF: SECTION \_\_\_\_\_ ROYCE HEIGHTS ON ATLAS**

I/We, the undersigned,

**NAME/S:** \_\_\_\_\_

**ID / REG NO:** \_\_\_\_\_

being the Transferee/s in the abovementioned transaction, hereby confirm my/our instructions to TUCKERS INC to invest all funds paid to TUCKERS INC by me/us on account of the purchase price, on the basis that:

1. the amount is invested in a trust savings account or other interest-bearing account;
2. the account contains a reference to Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014);
3. In terms of section 86(5) of the Legal Practice Act No. 28 of 2014, 5% of the interest which accrues on such investment must be paid over to the Legal Practitioners Fidelity Fund and vests in the Fund;
4. the interest which accrues on such investment is to be for the company/close corporation/my benefit and is to be paid to me/us/it into the bank account indicated in the attached Personal Information document, after deducting your professional fee and costs for administering the investment, as soon as possible after the date of registration of the above-mentioned transaction;
5. the capital amount invested is to be paid in accordance with the transferor's instructions on the date of registration of transfer.
6. I am aware of the fact that while the funds are so invested with the said bank, the funds are not protected against a possible liquidation of the said bank.

\_\_\_\_\_  
**PURCHASER/S**

\_\_\_\_\_  
**DATE**



**PERSONAL INFORMATION**

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

Identity no/Registration no: \_\_\_\_\_

Income tax no: \_\_\_\_\_

South African resident (yes/no): \_\_\_\_\_

Physical address: \_\_\_\_\_

\_\_\_\_\_

Postal address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel no (incl. area code): \_\_\_\_\_

Fax no (incl. area code): \_\_\_\_\_

Balance to: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Account no.: \_\_\_\_\_

Branch no.: \_\_\_\_\_

\_\_\_\_\_  
**PURCHASER/S**

\_\_\_\_\_  
**DATE**