

# THE CLARINET

HARTBEEPOORT

CLASSIC COUNTRY LIVING

## OFFER TO PURCHASE

Which upon signature by both the seller and the purchaser, becomes an **AGREEMENT OF SALE**

MADE AND ENTERED INTO BY AND BETWEEN

### INTELIX CONSULTING

Registration number: 2012 / 007261 / 07

Address: 70 Tobago Village, Caribbean Beach Club, Kosmos, Hartbeespoort.

E-mail: [ahfarber@gmail.com](mailto:ahfarber@gmail.com)

And

### ALZARO PROJEKTE EN EIENDOMS ONTWIKKELING

Registration number: 1998 / 014616 / 23

Address: 9 Park Street, Chroompark, Mokopane.

E-mail: [dawidfarber@gmail.com](mailto:dawidfarber@gmail.com)

(Herein after referred to as the **SELLER**)

And

**Full Name:** \_\_\_\_\_

An Individual  / or legally registered Trust  / Company

ID no / Reg no: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Individuals:** Married  / Un-married  / Divorced  / Widowed  / Co-Habitation

If Married: Community of Property  (Attach "**ANNEXURE E**") / Antenuptial Agreement

Antenuptial Terms of Marriage With Accrual  (Attach "**ANNEXURE E**") / Without Accrual   
(Attach copy of Marriage Contract)

### Companies & Trusts:

Herein represented by \_\_\_\_\_, ID no: \_\_\_\_\_ and duly authorized thereto by a decision of the Directors  / Trustees  (Attach a copy of Directors / Trustee Resolution)

And

**Full Name:** \_\_\_\_\_

An Individual  / or legally registered Trust  / Company

ID no / Reg no: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Individuals:** Married  / Un-married  / Divorced  / Widowed  / Co-Habitation

If Married: Community of Property  (Attach "**ANNEXURE E**") / Antenuptial Agreement

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And

**Full Name:** \_\_\_\_\_

An Individual  / or legally registered Trust  / Company

ID no / Reg no: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Individuals:** Married  / Un-married  / Divorced  / Widowed  / Co-Habitation

If Married: Community of Property  (Attach "ANNEXURE E") / Antenuptial Agreement

Antenuptial Terms of Marriage With Accrual  (Attach "ANNEXURE E") / Without Accrual   
(Attach copy of Marriage Contract)

**Companies & Trusts:**

Herein represented by \_\_\_\_\_, ID no: \_\_\_\_\_ and duly authorized thereto by a decision of the Directors  / Trustees  (Attach a copy of Directors / Trustee Resolution)

**(Herein after referred to as the PURCHASER)**

**1. SALE AGREEMENT**

- 1.1. Subject to and in accordance with the provisions hereof and all conditions of sale, the Seller hereby sells, and the Purchaser purchases the Property as described in clause 2 above, together with the undivided share in the common property as per the registered Sectional Title Plans of the Scheme.
- 1.2. The Section shall be situated substantially in the position indicated on the Site Plan and be built in accordance with the Plan, attached hereto as "ANNEXURE C".
- 1.3. The Purchaser agrees that he / she / It / they shall not be entitled to amend or procure any amendments to the Plans.
- 1.4. The Purchaser agrees that the precise area, boundaries, and description of the Section shall be as is depicted and shown on the Sectional Plan and as finally determined and approved by the Surveyor-General and shall be binding upon the parties, provided that the area of the Section shall be within 5% (Five Percent) of the area as stated in PAR.4. of this agreement.

**2. DEFINITIONS & INTERPRETATION**

- 2.1. The headings of the Paragraphs in this agreement are merely for the purpose of convenience and reference and shall not be used in the interpretation of- nor to modify or to amplify the terms of this agreement or any clause hereof unless a contrary intention clearly appears.
- 2.2. Words importing any one gender will include the other gender; singular includes the plural and vice versa; and natural persons will include created entities (incorporated or unincorporated) and vice versa.
- 2.3. Any reference made in this Agreement to the "date of signature/ date of sale" shall be read as the date of the last party's signature hereof.
- 2.4. Where a number of days are prescribed in this Agreement, it shall consist of business days, exclusive of Saturday, Sunday and/or any South African public holiday.
- 2.5. Where figures and amounts are referred to in numerals and in words, the words shall prevail in the event if there is any conflict between the two.
- 2.6. The following terms shall have the meanings assigned to them hereunder:
  - 2.6.1. "Agent" means the estate agent referred to hereinunder.
  - 2.6.2. "Agreement" means this Agreement together with the annexures thereto.
  - 2.6.3. "Specifications" means the set of building and finishes as set out by the developer.
  - 2.6.4. "Conveyancer" means the transferring attorney appointed by the Seller, as per PAR. 11.2 of this agreement.

- 2.6.5. "CPA" means the Consumer Protection Act, Act 68 of 2008.
- 2.6.6. "Local Authority" means the Madibeng Local Municipality and shall also include the words "Council" and "municipality" which have corresponding meaning.
- 2.6.7. "HOA" means the Homeowners Association of which the Purchaser will become a member of.
- 2.6.8. "Property" means the property as described in PAR. 5.1 of this Agreement.
- 2.6.9. "Rules" means the Rules and Regulations of the HOA including Rules and Conditions for the use, enjoyment and management of the members in addition to the HOA.
- 2.6.10. "Township" means the Township of Melodie Extension 33, also known as Erven 1279 & 1280, Melodie.
- 2.6.11. "Transfer" means the date of registration of transfer of the property, described herein above, into the name of the Purchaser in the relevant deed registry.
- 2.6.12. "VAT" means Value-Added Tax as defined in terms of the Value-Added Tax Act, 1991, as amended and currently calculated at 15%.

### 3. RECORDAL

- 3.1. The SELLER intends to erect a Sectional title Development, named CLARINET VILLA, comprising of 123 (One Hundred and Twenty Three) Three bedroom duplexed units on Erven 1279 and 1280, Melodie Township, Extension 33, Hartbeespoort, BRITS District, and intends to apply, in terms of the provisions of the Sectional Titles Act, No 95 of 1986, or any amendment thereof, for the opening of a Sectional Title Register in respect of the aforementioned development.
- 3.2. The SELLER offers to sell to the PURCHASER, a Sectional Title Residential Unit in the abovementioned development.
- 3.3. It is hereby recorder that the purchaser, purchase directly from a Developer, a fully completed and certified compliant residential unit, including costs of transfer and the SELLER appoints Alzaro Projects and Boikimo Consulting as Contractors who will attend to the construction / building of the Sectional Title Units and be the responsible Contractors / Registered Home Builder with the NHBRC (National Home Builders Registration Council) and undertake to comply with the required legislation and regulations of the relevant Act.
- 3.4. Such unit is purchased in accordance with the plans attached as "ANNEXURE A" and "ANNEXURE B" and the schedule of finishes and specifications attached as "ANNEXURE C", attached hereto and/or if the unit is completed it is purchased as is, with all finishes and forms part of this agreement.
- 3.5. The Purchaser shall indicate any variations from the Developer's standard specifications attached as "ANNEXURE G" and the costs indicated therein.
- 3.6. The Seller now agrees to sell, and the Purchaser now agrees to buy, the property as described below, on the terms and conditions set out below:
- 3.7. The completion date of this section is estimated to be \_\_\_\_/\_\_\_\_/\_\_\_\_. It is recorded that the Seller may in his discretion, extend this date, provided it is done in writing.

### 4. PROPERTY DESCRIPTION AND SCHEDULE

- 4.1. It is recorded for purposes of this agreement that the purchaser acknowledges that the property he/she/it/they intend to purchase, and which is recorded herein below was adequately presented to him/her in respect of location, size and specifications.
- 4.2. The purchaser furthermore acknowledges that the Developer, for purposes of effective construction, may allocate another similar section, once a bond has been granted in terms of PAR.6.1, which he may or may not accept. It is recorded that notice of such new allocation will be reduced to writing and forwarded to purchaser in terms of PAR.13.1 of this agreement.
- 4.3. Name of Sectional Title Scheme: THE CLARINET
- 4.4. Physical Address of Property: Unit Section No: \_\_\_\_\_, \_\_\_\_\_ Street, The Clarinet, Melodie, Hartbeespoort.  
Actual Level on which the section (unit) will be situated: Ground  / First Floor
- 4.5. Approximate Extent of Section: \_\_\_\_\_m<sup>2</sup> Unit Type: \_\_\_\_\_
- 4.6. Exclusive Use Areas (If any):  
\_\_\_\_\_

4.7. **Participation Quota** is \_\_\_\_\_% of the total Sectional Development.

4.8. **Monthly Levy** is Estimated to be R\_\_\_\_\_ - \_\_\_\_ (\_\_\_\_\_RAND), and which amount becomes payable by the PURCHASER to the Body Corporate of the Scheme in accordance with the provisions of the Act. This amount is subject to change / increase from time to time.

4.9. Date of Possession and Vacant Occupation:

Possession and vacant occupation of the property shall be given by the Seller to the Purchaser and taken by the Purchaser on date of registration of the property into his name , or from the date on which an Occupational Certificate is issued, whichever occurs earlier and from which date the risk and loss shall pass to the purchaser and from which date the Purchaser shall be liable for payment of all rates, taxes and charges payable in respect of the property.

## 5. PURCHASE PRICE

5.1. The purchase price is the sum of :

R\_\_\_\_\_ (\_\_\_\_\_) (VAT included)

5.2. A **holding deposit** of R20 000 (Twenty Thousand Rand) alternatively, *(Strike Through if Seller waives this Deposit)*

5.3. The Seller accepts and the Purchaser agrees to pay an **alternative holding deposit** in the sum of,

R\_\_\_\_\_ (\_\_\_\_\_) *(Insert Alternative Holding Deposit Amount or Strike Through)* - and is payable within 24hrs upon signing of this agreement.

5.4. The Purchaser agrees to pay a **further amount as deposit** on the purchase in the sum of:

R\_\_\_\_\_ (\_\_\_\_\_) *(Strike Through should no cash deposit be payable)* - and shall be paid to the developer within 14 days upon signing of this agreement, or on or before, \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ or shall be held in trust pending registration of transfer by the Seller's Attorneys.

5.5. The interest accrued shall be paid out to the Purchaser within 48 (Forty-Eight) hours from the date that the said property is registered in the Purchaser's name. The deposit is payable to the transferring attorneys within 14 days after date of signature hereof. Any such deposits will be payable to the Seller upon start of construction of this unit. Should the purchaser fail to pay the deposit as specified the signed offer to purchase will not be valid and will be cancelled without notification and the applicable unit will immediately be made available for other purchasers.

5.6. The full purchase price or balance of the purchase price is payable in cash or by financed bond, on the date of registration of transfer of the property into the name of the Purchaser, and the Purchaser shall furnish the Seller within 14 (Fourteen) days of all suspensive conditions having been fulfilled, an acceptable and unconditional guarantee of payment by a financial institution or Attorney in respect of the balance of the purchase price.

## 6. SUSPENSIVE CONDITIONS

6.1. This sale is suspensive conditional upon the Purchaser obtaining approval in principle of a loan upon the security of a **first mortgage bond** to be passed over the property hereby sold, from a Bank or other recognized financial institution at prevailing bank rates and terms in the amount of no less than:

R\_\_\_\_\_ (\_\_\_\_\_) within 21 (Twenty One) days from the date of signature hereof, both days inclusive or any extension of time granted in writing to the Purchaser by the Seller. The Purchaser shall deliver a bank or building society guarantee in this amount in a form acceptable to the attorneys to them within 14 (Fourteen) days after the finance/loan or bond has been approved. *(Strike Through this clause if no bond is applied for)*

6.2. The Purchaser undertakes to take all reasonable steps which might be required in this regard, and without detracting from the days of date hereof.

6.3. The purchaser further undertakes to, and this contract is subject to the fulfillment of:

\_\_\_\_\_

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*(Strike Through this clause should there be no other suspensive conditions)*

- 6.4. Should the purchaser fail to pay the deposit as specified and/or fail to fulfill this undertaking, the signed offer to purchase will not be valid and will be cancelled without notification and the applicable unit will immediately be made available for other purchasers.
- 6.5. This Agreement of Sale is subject to all conditions and servitudes contained in or referred to in the Title Deed, to all limitations of use laid down by statutory authority and to all conditions of any applicable town planning scheme.
- 6.6. It is recorded that should any of the aforesaid conditions not be met timeously, this Agreement of Sale shall lapse and be of no further force and effect between the parties.

**7. AGENT’S COMMISSION**

7.1. It is noted that this agreement was initiated by an agent:

Full Name of Agent : \_\_\_\_\_  
From Agency : \_\_\_\_\_  
Telephone-/Cell Phone number : \_\_\_\_\_  
E-mail address : \_\_\_\_\_

- 7.2. It is hereby recorded that the Agent involved with this sale is the Agent engaged by the Seller referred to above and that the Seller shall be liable for the payment of agent’s commission to the said Agent.
- 7.3. No commission whatsoever shall be payable to any other agent.
- 7.4. The Purchaser declares and warrants that he has been introduced to the Property by only the Agent referred to in PAR.7.1 of this agreement, and that no other agent is the cause of this Agreement.
- 7.5. Should the Purchaser fail to carry out his obligations in terms of this Agreement and this Agreement is cancelled consequently, the Agent shall have the right to recover commission from the Purchaser.
- 7.6. The commission shall be earned and payable to the Agent upon Transfer.

**8. OTHER CONDITIONS & SERVITUDES**

- 8.1. The Seller reserves fully the right to do future subdivision of the overall land and/or the Sectional Title Scheme, and it is recorded that should this requirement be deemed necessary by the Seller, that the Purchaser hereby fully consent to such further subdivisions.
- 8.2. The Seller reserves the right to extend the Scheme provided it falls within the local authority and council guidelines and approvals.
- 8.3. The Purchaser shall be obliged to comply at the Purchaser’s own cost strictly and punctually with all acts, ordinances, regulations, laws and by-laws and other enactments which may apply to the property or may hereinafter be made applicable. The Purchaser acknowledges that he is fully acquainted with the aforesaid conditions, servitudes, limitations, acts, ordinances, regulations, laws, by-laws, and other enactments.
- 8.4. The Seller shall not be liable to indicate the boundaries of the property, nor liable for any damage resulting from an incorrect indication.
- 8.5. The Purchaser acknowledges that he is aware that the sale of the property is subject to any servitude and conditions contained in the conditions of establishment of the said township as shown on the General Plan of the township.
- 8.6. The Purchaser will supply a **Power of Attorney (POA)** to the Seller attached as “**ANNEXURE D**” whereby the Seller may complete, compile, submit and apply for any necessary approvals from Local of National Government Departments, to

successfully complete and deliver the Section Unit within the Development.

- 8.7. Purchaser shall provide surety form as “**ANNEXURE E**” signed by himself/herself and any partner whether by common law, marriage, Company and/or Trust.
- 8.8. It is further recorded that there may be existing agreement(s) to purchase the Property signed, which will take precedence over this Agreement and that fulfilment of any/all suspensive conditions in any such other agreement(s), will effectively cancel this Agreement and will be considered a suspensive condition to the validity of this Agreement.
- 8.9. If applicable this Agreement is further subject to the successful conclusion of previous transactions and/or agreements enabling the Seller to give transfer, failing which it will be regarded as a suspensive condition to the validity of this agreement. This clause shall be for the benefit of the Seller.
- 8.10. This Agreement is subject to the suspensive condition that the Purchaser shall pay all deposits as per PAR.5.2, PAR.5.3 & PAR.5.4. If these deposit/s are not paid as stipulated therein, or any agreed extension thereof, this agreement shall automatically lapse and be of no further force or effect. No reciprocal obligations shall follow, and any deposit paid by the Purchaser, together with all interest thereon shall be refunded to the Purchaser. This clause shall be for the benefit of the Seller.
- 8.11. This Agreement is subject to the suspensive condition that the Purchaser shall deliver guarantees as in PAR.6.1 or pay the balance of the purchase price or deliver guarantees as per PAR.5.4. If these guarantees are not delivered or the balance of the purchase price is not paid within the stipulated terms and time frames, or any agreed extension period thereof, this Agreement shall automatically lapse and be of no further force or effect. No reciprocal obligations shall follow, and any deposit paid by the Purchaser, together with all interest thereon shall be refunded to the Purchaser, after the terms of PAR.13 has been complied with. This clause shall be for the benefit of the Seller.
- 8.12. The Developer will facilitate the installation of Solar powered electrical supply that will be maintained and managed by the HOA.
  - 8.12.1. The Solar Power Solution was designed to prescribed engineering standards to fully comply with regulations and to able to supply sufficient electricity to the development.
  - 8.12.2. Prepaid electrical meters will be installed that will be managed by the HOA and the income thereof received by the HOA.
  - 8.12.3. Tariff for electrical usage is to be specified by the HOA and amended from time to as per HOA rules and needs.
  - 8.12.4. The Developer will initiate a tariff scheme equal or less than council tariffs.
  - 8.12.5. The Developer will install back-up generators as specified by the engineer.
- 8.13. The Developer will install a back-up water supply system as required by Health and Safety in terms of fire prevention.
  - 8.13.1. Such water system may serve as back-up water supply for the development, but it is specifically stated that this system is not intended to be a replacement for the domestic water supply.
- 8.14. The Developer will install gas stoves and geysers in each unit which is imperative for the sufficient electrical supply through Solar Power Banks to the development.
  - 8.14.1. As part of rules of the HOA no electrical stoves and/or geysers may be installed unless written permission has been obtained from the HOA and the Developer while construction is ongoing.
  - 8.14.2. Upon completion of the development all rules and regulations in this regard will be in the hands of the HOA.
  - 8.14.3. The Developer will install a centralized gas and metering system per street block.

## 9. RELAXATION

No indulgence which the Seller or anyone acting on the Seller's behalf, may show the Purchaser and more particularly no leniency or extension of time granted by the Seller or anyone on the Seller's behalf, expressly or impliedly, for any payment by the Purchaser of any amount under this agreement or for the performance by him of any other obligation in terms of this Agreement, shall in any way prejudice the Seller's rights under this agreement or be construed as a novation or waiver of the Seller's rights. No alterations or additions to this agreement shall be of any force and effect whatsoever unless the same is endorsed hereon and signed by all the parties hereto.

## 10. WHOLE AGREEMENT

It is recorded that this Agreement along with all Annexures attached thereto and other process documentation constitute the entire contract between the parties and the Seller or anyone seemingly acting on the Seller's behalf, save insofar as herein contained, did not make any prior statements or representations, nor gave any guarantees or warranties, either verbally or in writing, or said or suggested anything, or failed to speak, which influenced the Purchaser or induced the Purchaser to enter into this Agreement, and that this agreement was entered into by the Purchaser out of his own free will after having satisfied himself fully of the implications of this Agreement and any circumstances or matter that may be relevant.

## 11. TRANSFER & TRANSFER FEES

- 11.1. The Purchaser shall, upon demand by the Seller's Attorneys, sign all the transfer and bond documents (if applicable) in connection with the transfer of the property into his name. Transfer of the property into the name of the Purchaser shall be attended to by the Seller's Attorneys.
- 11.2. It is recorded that the **Conveyance Attorneys** shall be Lourens & Schwartz Prokureers Ing. of Brits, North-West.
- 11.3. It is recorded that the **Bond Registration Attorneys**
- 11.4. On condition of the appointed attorneys attending both the transfer and the bond registration of the property into the Purchaser's name, the Seller shall be liable and on demand pay the bond registration fee.
- 11.5. All inspection fees, valuation fees and revenue stamps on securities of the Bank/Financial Institution, and all other costs of and incidental to the registration of a mortgage bond over the property, if any, are for the cost of the Purchaser.
- 11.6. All inspection fees, valuation fees, revenue stamps, NHBRC, Council and/or all other costs of and incidental to the transfer of the property, if any, are for the cost of the Seller.

## 12. BOND AND FINANCE APPLICATIONS

- 12.1. The Purchaser shall, upon demand by the Seller's Bond Originator, provide all necessary financial, and/or any other information required by the Bond Originator to successfully apply for a Bond Loan on behalf of the Purchaser.
- 12.2. The Purchaser shall sign and complete all relevant Application Documents, Bond Approval and Acceptance Documents as requested and/or required by the Bond Originator (if applicable) in connection with obtaining a Bond with an approved and registered financial service provider.
- 12.3. All information of the Purchaser will be handled and kept in the strictest of confidence according to POPI Act and regulations and the FAIS Act.
- 12.4. It is recorded that the **Bond Originators** shall be:

12.4.1. MultINET North Office, of 10 Lorentz Street, Eldoraigne, Centurion, Gauteng, 0157.  
Tel 012 688 3023      Cell: 082 529 4956      E-mail: [elmare@multinorth.co.za](mailto:elmare@multinorth.co.za)

12.4.2. TYMALA (PTY) LTD Trading as Ooba Cradle, of 98 Rue Mirabeau, Port Provence, Estate D' Afrique, Broederstroom, Madibeng 0216.  
Tel: 011 954 3316      Cell: 083 629 0575      E-mail: [kmountjoy@ooba.co.za](mailto:kmountjoy@ooba.co.za)

## 13. BREACH

- 13.1. Should either the Seller or the Purchaser be in breach of the terms of this agreement and fail to correct and / or remedy such breach within 7 (Seven) days of receiving written notice (by e-mail) to do so, the aggrieved party may, without prejudice to any other remedy it may be entitled to in law, cancel the agreement by notice to the other, claim specific performance and / or damages.
- 13.2. If the Purchaser fails to comply punctually with any of his obligations in terms of this agreement, the Seller shall be entitled, to claim specific performance from the Purchaser, or in the alternative, cancel the agreement without giving the Purchaser written notice thereof.
- 13.3. In the event of cancellation as per PAR.8.11 whereby the Purchaser does not fulfill his obligations or for whatever reason, the Purchaser shall forfeit to the Seller all moneys paid in terms of this agreement, or forfeit an amount equal to any substantial loss incurred by the developer, including any amount paid to the transferring Attorneys or other instance in trust, or invested as security for the purchase price, as (Rouwkoop) or liquidated damages without prejudice to his rights to claim further damages.
- 13.4. It is agreed that should the Purchaser cancel the transaction once the suspensive conditions in PAR. 6, has been fulfilled and uplifted, that the Purchaser then shall pay to the Seller on demand, as an agreed penalty, an administration fee of R15 000.
- 13.5. In the event of a deposit having been paid, then the attorney into whose trust accounts the deposit was paid, is hereby

authorized to immediately disburse this and any other penalty amount to the Seller from this amount.

13.6. Alternatively, the affected parties shall be entitled to claim damage from the Purchaser instead of the abovementioned liquidated damages.

13.7. The affected parties' claim for specific performance shall not prejudice his claim against the Purchaser for damages.

#### **14. DOMICILIUM CITANDI ET EXECUTANDI**

The parties choose the addresses recorded in "ANNEXURE F" attached hereto as their respective domicilium citandi et executandi, where they shall receive notices in terms of this agreement.

#### **15. CONDITIONS PRECEDENT**

This agreement is subject to the successful rezoning, proclamation, and transfer of the land by the Seller.

#### **16. BODY CORPORATE - HOA**

16.1. It is recorded that the domicilium citandi et executandi of the Body Corporate is \_\_\_\_\_ and is where a copy of the Management Rules, the Rules of Conduct and Plans of the Scheme may be inspected.

16.2. The Purchaser acknowledges that he / she / it / they shall automatically, upon registration of the property into their his / her / their name, become a member of the Body Corporate until he / she / it / they cease to be the owner of this property.

16.3. The Purchaser acknowledges that he / she / it / they have been made fully aware that from the date of registration mentioned above, will be responsible for a pro-rata contribution to the Body Corporate, and that the indicated amount in PAR.4.8, may change depending on the actual expenses and budget of the Body Corporate and that the Seller will not in any way be held accountable should this amount vary.

16.4. A service connection fee of R500 (Five Hundred Rand) will be paid by the Seller to the Body Corporate upon registration of the unit. This fee will be used to ensure initial financial impetus and the operating ability for the Body Corporate.

16.5. It is noted that the Seller shall form a Body Corporate and which Body Corporate shall be tasked with the running and management of the affairs of the Development.

16.6. The Seller shall further appoint a managing agent from date of formation of the Body Corporate.

#### **17. COOLING OFF PERIOD**

17.1. If Section 29A of the Alienation of Land Act No 68 of 1981 applies to this agreement the purchaser has the right to terminate this deed by written notice delivered to the seller within 5 (five) days after acceptance hereof. Such 5-day period is calculated with the exclusive of the day on which this was signed by the purchaser and of any Saturday, Sunday, or public holiday.

17.2. Such notice shall have no effect unless signed by the Purchaser or his agent, refers to this Agreement as the agreement being terminated, and is unconditional. The purchaser by his signature hereto acknowledged having read and being fully acquainted with all the material provisions hereof and that the meaning and consequences hereof have been explained to him.

17.3. If there is more than one purchaser, all purchasers will jointly and severally in solidum be liable for due fulfilment of the Purchaser's liabilities and duties in terms hereof.

#### **18. SNAGS, DEFECTS AND OCCUPATION**

18.1. The Purchaser shall be afforded the opportunity to record latent defects (Snags) before occupation of the unit.

18.2. The Purchaser shall be afforded 7 (Seven) days after inspection or called to do so, complete and provide the Seller with a written Snag List.

18.3. The Seller will rectify any defects contained in the Snag List within 14 (Fourteen) Days.



- 18.4. Should the Purchaser fail to supply the Seller with a Snag List within the abovementioned manner and time, it shall be accepted that there are no snags / patent defects.
- 18.5. Upon these Snags having been attended to, or in the case of there being no snags, the Purchaser shall be expected to sign off a letter of Satisfaction and Completion (HAPPY LETTER), which would enable the property to be registered into the name of the Purchaser.
- 18.6. The Purchaser will be allowed an additional 90 (Ninety) days from registration and/or occupation of the property to indicate any latent defects which will be attended to by the Seller.
- 18.7. Should the Purchaser fail to indicate any latent defects within this period, it is agreed that there are no latent defects, and the Seller is absolved from any further performance in this regard.
- 18.8. Occupation of the Units shall generally be given by the Seller to the Purchaser once all requisite documentation, which would enable the Seller to obtain full and final payment, is signed and actual and final payment has been made by the Purchaser and / or the relevant financial institution, unless the Purchaser occupies the unit and pays **occupation rent** to the Amount of:

R \_\_\_\_\_ ( \_\_\_\_\_ ) in advance, per month.  
 . *(Strike Through should no occupation rent be applicable)*

It is agreed that the Purchases shall not withhold or delay the process of signing the snags and/or handover documents.

In addition to the contents of PAR.13, the Purchaser shall be entitled to exercise the rights afforded to him / her / it / them, by the National Home Builders Registration Council (NHBRC).

THUS, DONE AND SIGNED by the PURCHASER at \_\_\_\_\_  
 on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

- |    |            |           |
|----|------------|-----------|
| 1. |            |           |
|    | AS WITNESS | PURCHASER |
| 2. |            |           |
|    | AS WITNESS | PURCHASER |
| 3. |            |           |
|    | AS WITNESS | PURCHASER |

**ACCEPTANCE OF OFFER**

The Seller do hereby accept this offer to purchase and is THUS, DONE AND SIGNED by the SELLER at  
 \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

- |    |            |                    |
|----|------------|--------------------|
| 1. |            |                    |
|    | AS WITNESS | INTELIX CONSULTING |
| 2. |            |                    |
|    | AS WITNESS | ALZARO PROJEKTE    |