



URBAN HOMES
SALE OF RESIDENTIAL ERF
URBAN COUNTRY ESTATE

Between:

DALMAR BELEGGINGS PROPRIETARY LIMITED

Registration No: 1973/001237/07

("the Seller")

and

("the Purchaser")

SDP ERF NO. _____

Initial

A. SCHEDULE OF INFORMATION AND DEFINITIONS

1. DETAILS OF SELLER

DALMAR BELEGGINGS PROPRIETARY LIMITED

Registration No: 1973/001237/07

c/o Miltons Matsemela Oosthuizen Incorporated

71 Montagu Street

Mossel Bay

6500

2. DETAILS OF PURCHASER (NB: if married in community of Property, fill in both spouses' information, please)

Purchaser's full name / company name:

Identity Number / Registration Number:

Purchaser's Marital Status (ANC / COP / FOREIGN LAW):

Purchaser's physical address:

Purchaser's email address:

Purchaser's Tel. No:

Cell:

Business:

Home:

3. PROPERTY

Erf No.

In extent: ±

As depicted on the SDP – attached as Annexure "A"

4. **PURCHASE PRICE**

Purchase Price (VAT INCLUSIVE)	R
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5. **PAYMENT OF PURCHASE PRICE**

5.1	A non-refundable Reservation Fee , payable within 24-hours , of Date of Signature	R 15 000,00 (fifteen thousand Rand)
5.2	A Deposit of at least 10 % (ten percent) of the Purchase Price, less the Reservation Fee , as stipulated in 5.1 above, within 14 (fourteen) days of date of signature.	R
5.3	Balance of the Purchase Price secured in terms hereof, payable to the Seller against registration of transfer.	R

6. **MORTGAGE BOND**

If the sale is subject to the Purchaser obtaining a mortgage bond as per clause 14 of the terms and conditions:-

Mortgage bond amount	R
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If not completed, the sale is unconditional, and clause 14 of the terms and conditions does not apply.

Purchaser specifically acknowledges this clause

7. **SELLER'S BOND ORIGINATOR**

Ooba HOME LOANS Contact: Mariana Grobler mariana.grobler@ooba.co.za Cell No. 083 628 9907

8. **NAME OF SELLING AGENT**

Company:
Agent:

9. **DEFINITIONS**

9.1 “**Agreement**” means the Agreement recorded herein;

9.2 “**Approved Bond**” shall mean the issue of a quotation and Pre-Agreement as received from the banking institution as per Section 92 of the National Credit Act No. 34 of 2005;

9.3 “**Architect**” means the Architect appointed by the Developer from time to time;

9.4 “**Architectural Guidelines**” means the Architectural Guidelines and Landscape design prepared and applicable to the Development;

9.5 “**Building Contract**” means the Agreement to be entered into between DALMAR KONSTRUKSIE PTY LTD (Registration number 2007/010576/07) (“**the Contractor**”), and the Purchaser simultaneously herewith, in terms whereof the Contractor constructs a Dwelling House or the Property;

9.6 “**Business Day**” means any day other than Saturday, Sunday or Public Holiday;

9.7 “**Conveyancer**” shall mean **Miltons Matsemela Oosthuizen Incorporated**

71 Montagu Street, Mossel Bay, 6500

Tel: 044 – 601 8700

E-Mail: sonjab@mmolaw.co.za

ABSA BANK, Mossel Bay Branch

Trust account No.: 4099414359

Branch code: 632 005

Swift code: ABSAZAJJ

Reference: Purchaser’s Surname and Residential Erf Number

9.8 “**Day**” means any calendar day;

9.7 “**the Development**” means the residential housing Development being developed by the Seller under the name and style of URBAN COUNTRY ESTATE;

9.8 “**Dwelling House**” means the residential house to be constructed on the Property by the Contractor;

9.9 “**the Homeowners’ Association**” means the Urban Country Estate Homeowners Association, a legal *persona*, established or to be established for the Urban Country Estate Development in terms of the George Land-Use Planning By-Law, 2015, or any statutory re-enactment or amendment thereof and the word “association” will have the same meaning;

- 9.10 “**Municipality**” means the George Municipality;
- 9.11 “the **Property**” shall mean the Property as per the Schedule of Information, clause 3;
- 9.12 “the **Purchase Price**” shall mean the Purchase Price as per the Schedule of Information, clause 4;
- 9.13 “the **Purchaser**” means the Purchaser as per the Schedule of Information, clause 2;
- 9.14 “the **Schedule of Information**” shall mean the Schedule of Information and Definitions contained in paragraph A, which forms an integral part of this Agreement;
- 9.15 “the **SDP**” means the Site Development Plan approved by the Municipality in respect of the Development on The Remainder of 6182 George, Erf 6179 George and Erf 6156 George;
- 9.16 “the **Seller**” shall mean the Seller as per the Schedule of Information, clause 1;
- 9.17 “the **Transfer date**” shall mean the date of registration of transfer of the Property into the name of the Purchaser;
- 9.18 “**VAT**” shall mean value added tax as determined by the Value Added Tax Act, as amended from time to time.

WHEREAS:

- (a) The Seller is the registered owner of the Property.
- (b) The Seller is establishing *alternatively* has established a residential estate on the said Property.
- (c) The Seller has agreed to sell to the Purchaser, who has agreed to purchase a residential erf in the Development, being the erf specified in clause 3 of the Schedule of Information (which erf is hereinafter referred to as “**the Property**”).

B. TERMS AND CONDITIONS

1. SALE OF THE PROPERTY

The Seller hereby sells, and the Purchaser hereby purchases the Property at the purchase price Inclusive of VAT and subject to and upon the terms and conditions contained in this Agreement.

2. CONDITIONS PRECEDENT

2.1 Notwithstanding anything to the contrary herein contained, or implied, this Agreement is subject to the following Conditions Precedent: -

2.1.1 The Seller procuring a sufficient number of perfected pre-sales, in order to satisfy the conditions and requirements, as imposed by the financier/s of this phase of the Development, this being a pre-requisite for the approval and subsequent granting of a Development Loan, for *inter alia* the installation of engineering services, (but not limited thereto), in this phase of the Development, by no later than 01 November 2026

2.1.2 That the Purchaser, simultaneously with the signing of this Agreement, enter into a Building Agreement with the Contractor.

2.2 The Conditions Precedent as contained in clause 2.1.1 above is inserted for the benefit of the Seller.

2.3 The Seller may, on written notice to the Purchaser prior to the expiry of the period of compliance as stipulated therein, (the "Due Date"), extend such Due Date, by a further period of time, or waive such condition, again prior to the due date for fulfilment thereof.

2.4 If the Conditions Precedent, as contained in clauses 2.1.1 and 2.1.2 above, are not fulfilled or waived (as the case may be) on or before the Due Date therefor, (as may be extended in terms of clause 2.3 above), this Agreement, save for such provisions which shall survive due to the necessity thereof, and which shall remain in full force and effect, shall never become of any force or effect and no Party shall have any claim against the other Party for anything done hereunder or arising here from, and the Parties shall be restored to the *status quo ante*;

- 2.5 In the event of the Conditions Precedent, as contained in clauses 2.1.1 and 2.1.2 above, having been fulfilled of waived this Agreement will be deemed to have commenced on the first Business Day, following the date on which the Conditions Precedent are fulfilled, or waived (the “Commencement Date”) and will thereafter remain in full force and effect for an indefinite period, or until terminated in accordance with its terms.

3. PAYMENT OF THE PURCHASE PRICE

- 3.1 The Purchase Price shall be paid by the Purchaser to the Seller as follows: -

- 3.1.1 The **non-refundable Reservation Fee**, as stipulated in **clause 5.1** of the Schedule of Information, within **24 (twenty-four) hours of signature hereof by the Purchaser to the Conveyancer, and is to be held in trust until registration of transfer, and shall be invested in an interest-bearing** trust account with interest to accrue to the Purchaser. The **Reservation Fee** shall be non-refundable in the event that the suspensive conditions are NOT fulfilled, for whatever reason. It shall be payable to the Seller on cancellation of the Agreement.
- 3.1.2 A Deposit of 10 % (ten percent) of the Purchase Price, less the Reservation Fee, as stipulated in clause 5.2 of the Schedule of Information, to the Conveyancer, within 14 (fourteen) days from the Signature Date, which amount shall be held in trust until registration of transfer, and shall be invested in an interest bearing trust account with interest to accrue to the Purchaser, on transfer.
- 3.1.3 The balance purchase price, as stipulated in clause 5.3 of the Schedule of Information, shall be paid by the Purchaser, alternatively, the Purchaser shall deliver to the Seller’s Conveyancer a written guarantee, issued by a Registered South African Commercial Bank, acceptable to the Seller, for the due payment of the balance of the Purchase Price, within thirty (30) days from written notice therefor by the Conveyancer. The Purchaser hereby waives the right that the Seller can only call for a guarantee when the transfer is lodged in the Deeds Office and hereby agrees that the Seller can request a guarantee as stipulated herein above.
- 3.1.4 If applicable, the amount stated in clause 5.3 of the Schedule of Information shall be paid within 7 (seven) days of the date on which the Conveyancer requests the Purchaser to make such payment. This amount shall be held in trust until registration of transfer and will be invested in an interest-bearing trust account, with the interest accruing to the Purchaser. The interest will

be payable to the Purchaser upon registration of transfer of the Property into the name of the Purchaser at the Deeds Office.

- 3.2 The Conveyancer shall be entitled and obliged and is hereby authorised by the parties hereto in terms of Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014), to invest the deposit and any other amount paid to them in terms of this Agreement in an interest-bearing trust account, interest accruing to the Purchaser. The Purchaser hereby authorises the Conveyancer to make payment to the Seller in accordance with this Agreement from any monies held on trust by them on behalf of the Purchaser.
- 3.3 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.

The Purchaser acknowledges this clause specifically

- 3.4 The Conveyancers are authorised to pay the Purchase Price to the Seller upon registration of transfer.
- 3.5 The Purchaser hereby authorises the Conveyancers to pay the capital contribution levied by the municipality to obtain the Section 28 certificate (George 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 due to this Agreement being cancelled, for whatever reason, the Seller shall, within 3 (three) business days, refund this amount to the Purchaser.
- 3.6 All amounts payable by the Purchaser in terms of this Agreement shall be paid to the Seller's Conveyancer free of exchange or commission and without deduction or set off in cash or by means of a bank guaranteed cheque or cheque drawn by a South African registered commercial bank.

4. TRANSFER OF THE PROPERTY

- 4.1 Registration of transfer shall be effected by the Conveyancers as soon as possible after the Seller has installed services to the Property to enable it to obtain a certificate in terms of Section 118 of the Municipal Systems Act, 32 of 2000.
- 4.2 The Purchaser must sign the transfer documents and return same to the

Conveyancer within 7 (seven) days of being called upon to do so.

- 4.3 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 Seller's bankers from time to time calculated from the date that the Seller's attorneys (acting as experts) certify in writing that in their opinion the transfer ought reasonably to have been registered, but for such delay. In the event of non-fulfilment 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 the later). The penalty interest shall be paid by the Purchaser to the Seller prior to transfer of the Property.
- 4.4 The Purchaser shall pay all costs of transfer, registration fees and procuring of certificates to enable the Conveyancers to effect registration of the Property into the name of the Purchaser.
- 4.5 The Conveyancers shall attend to the registration of all bonds. The fees to register the mortgage bond (if applicable) as specified in clause 14 below, shall be for the account of the Purchaser.

5. POSSESSION AND RISK

- 5.1 The Seller shall give the Purchaser possession and occupation of the Property against registration of transfer.
- 5.2 All risk and benefit in the Property shall pass to the Purchaser against registration of transfer.
- 5.3 In the event that the Seller gives the Purchaser possession of the Property prior to registration of transfer, all risk in the Property shall pass to the Purchaser on possession and the Purchaser shall carry out any building work or other improvements thereon at its own risk and shall have no claim whatsoever against the Seller for any compensation in respect thereof.

6. PROPRIETARY CHARGES

- 6.1 The Purchaser shall be liable for a pro rata share of levies, rates, taxes and other proprietary charges payable in respect of the Property with effect from registration of transfer or date of possession of the Property, whichever is the earlier.
- 6.2 The Purchaser shall, upon request of the Seller's Conveyancer, pay such *pro rata* share of levies, rates, taxes and other proprietary charges.

7. "VOETSTOOTS", EXTENT AND TITLE CONDITIONS

- 7.1 Subject to the provisions hereof, the Property is sold "*voetstoets*".
- 7.2 The Purchaser has studied the entire content of this Agreement, including all the annexure(s) hereto, alternatively referred to herein, and declares that he/she is fully aware of all relevant details regarding the Property as well as the location, extent, and land condition thereof.
- 7.3 The size of the Property, as disclosed in clause 3 of the Schedule of Information, is an approximation and the final size of the Property will be shown on the general plan approved by the Surveyor General.

The Purchaser acknowledges this clause specifically

8. BUILDING CONTRACT

- 8.1 It is recorded that this provision constitutes *stipulatio alteri* in favour of the Contractor, which benefit it accepts by its functionary's signature hereto.
- 8.2 In the event that the Purchaser fails to comply with any of his/her/its obligations as contained in the Building Agreement, and the failure result in the termination thereof, and in the event of the Property having already been transferred to the Purchaser, then ownership of the Property shall, on demand by the Seller, revert back to the Seller, or a nominee of the Seller, in the absolute and sole discretion of the Seller, against repayment by the Seller by way of repurchase, to the Purchaser, of the Purchase Price, **less** all costs incurred by the Seller to effect the **initial transfer** of the Property to the Seller and all costs emanating from the processes, as per the then non - concluded, or terminated Building Agreement, which costs shall include, but not be limited to transfer costs, Value Added Tax or transfer duty, agent's commission, architect's fees incurred in respect of the preparation of building plans, application fees payable to the George Municipality, etc., **and** any and all liquidated damages which the Seller may have suffered as a result of the aforementioned breach by the Purchaser and which resulted in the non-conclusion, or termination of the Building

Agreement. The Purchaser shall further be liable for the transfer costs, Value Added Tax or transfer duty (if applicable), bond cancellation costs, etc., pertaining to the **re-transfer** of the Property, back to the Seller or its nominee. Re-transfer shall be effected by the Conveyancers, in terms of this Agreement. The Purchaser shall receive credit for the payments made in terms of the Building Agreement to the Contractor.

- 8.3 The Purchaser shall be obliged to sign all transfer documents on demand. Failing this, the Purchaser, by virtue of his signature hereto, irrevocably authorises and grants the Seller, or his agent, Power of Attorney, to sign all transfer documents, take all necessary steps, and do all things required to give full and proper effect to the provisions contained in clause 8.2, above.

9. BUILDING CLAUSE

- 9.1 The Purchaser shall, within 3 (three) months from the Transfer Date, and as stipulated in clause 2.2 read with clause 4.3 of **the Building Agreement**, commence with construction, and within 12 (twelve) months from the commencement of construction, complete a Dwelling House on the Property, in accordance with the approved building plans and specifications.
- 9.2 The Purchaser shall ensure that the Building Plans are approved by the Homeowners' Association, without delay after the Transfer Date and that the plans are submitted to the George Municipality for approval, as soon as practically possible, after the aforesaid approval thereof, by the Homeowners' Association.
- 9.3 Should the Purchaser fail to comply with the provisions of clause 9.1, the Seller or the Homeowners' Association shall be entitled to impose a penalty on the Purchaser for non-compliance, which penalty shall not exceed the amount of R50 000.00 (fifty thousand Rand) (excluding VAT), if applicable.
- 9.4 The Purchaser specifically acknowledges the provisions, as referred to in clauses 9.1 and 9.2 above, pertaining to the time limits for construction and agrees to abide thereby and further agrees that the penalty amount stipulated in clause 9.3 above, is both reasonable in respect of time, as well as, amount.

10. SERVITUDES AND RESTRICTIONS

- 10.1 The Seller shall be entitled to register such servitudes across the Property as may be necessary for the purposes of the installation of services including the following servitude which the Purchaser shall be required to register, without payment of compensation:

10.1.1 To allow gas mains, electricity, telephone and television cables and/or wires, main and/or other waterpipes and foul sewers and stormwater pipes, ditches and channels of any other Property or properties to be conveyed across the Property, and surface installations such as mini-substations, meter kiosks and service pillars to be installed thereon if considered necessary by the local authority or the Homeowners Association, in such manner and position as may from time to time be reasonably required; this shall include the right of access to the Property at any reasonable time for the purposes of constructing, altering, removing or inspecting any works connected with the above; and

10.1.2 To receive such material or permit such excavation on the Property as may be required to allow use of the full width of an abutting road and provide a safe and proper slope to its bank necessitated by differences between the level of the road as finally constructed and the level of the Property; unless the owner elects to building retaining walls to the satisfaction of and within a period to be determined by the local authority, and/or the Homeowners Association.

11. HOMEOWNERS' ASSOCIATION

11.1 It is recorded that the Homeowners' Association has been established for the benefit of all owners of Property in the Development and to control and maintain roads, services and amenities within the Development as well as to perform other such functions as obligated in terms of the Constitution.

11.2 The Purchaser shall and hereby agrees to become a member of the Homeowners' Association against transfer of the Property and agrees to remain a member for as long as the Purchaser is the registered owner thereof.

11.3 The Purchaser will, *alternatively*, has been furnished with copies of the Constitution and Rules of the Homeowners' Association including the Architectural Guidelines and will acquaint himself/herself with the provisions thereof and further agrees and undertakes to abide thereto.

11.4 The Purchaser acknowledges furthermore that he/she is aware that the following provisions will be determined to which he/she will be bound: -

11.4.1 In terms of the Constitution and the Rules of the Homeowners' Association, there will be Architectural Guidelines for the design of buildings and no person shall be entitled to construct any building or other structure on the

Property until the plans and specifications relating thereto have been approved in terms of the articles of association. The Purchaser shall at all times adhere to the administrative procedure prescribed by the Seller or the Homeowners' Association in respect of the lodgement and approval of plans;

11.4.2 The Homeowners' Association and/or Seller shall be entitled to refuse such approval if, in its sole discretion, any plans or specifications do not conform to the architectural design guidelines, and the Purchaser shall have no claim of whatsoever nature against the Homeowners' Association and/or Seller arising from any refusal or approval;

11.4.3 In terms of the Constitution of the Homeowners' Association the Purchaser is required to pay a **stabilization levy in the amount of R10 000.00 (ten thousand rand) on registration of transfer of the Property into the Purchasers' name** and will also be liable for payment of monthly levies, CSOS levies and other approved amounts levied to members of the Homeowners' Association to meet the expenses of the association, including the costs of maintaining the services and all other amenities within the Development, commencing on the date of registration of transfer in the name of such member, as well as an alienation levy, on the alienation of the Property to a third party purchaser. The Purchaser hereby agrees and acknowledges liability for such levy amounts and agrees and undertakes to make payment thereof as per the Constitution and/or Rules of the Homeowners' Association.

The Purchaser acknowledges this clause specifically

11.4.4 The Purchaser acknowledges that, for and quality control purposes, and in order to ensure that the standards of the Development, determined by the Seller and the Homeowners' Association, are upheld, the Purchaser and its successors in title, shall **only** be allowed to make use of the Seller's registered and pre-approved service providers.

11.5 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 Homeowners' Association in accordance with the provisions of the Constitution and that all successors in title shall be bound to the Constitution of the Homeowners' Association.

- 11.6 The Purchaser hereby irrevocably and *in rem suam* agrees and undertakes to abide by all the terms of the Constitution, the Rules, the architectural guidelines as well as any directive issued by the Homeowners' Association or its trustees.
- 11.7 The Seller shall be entitled to, and the Conveyancer shall ensure that, in addition to all other conditions of title, the following (or substantially similar), conditions of title be inserted in the Title Deed in terms of which the Purchaser takes title to the erf (it being recorded that this provision constitutes a *stipulatio alteri* in favour of the Homeowners' Association, which benefit it accepts by its signature hereto):-

"Homeowners' Association:-

This Property is subject to the following conditions imposed by the transferor in favour of Urban Country Estate Homeowners' Association, a legal persona, established or to be established for the Urban Country Estate Development in terms of Section 29 of the George Land-Use Planning By-Law, 2015, or any statutory re-enactment or amendment thereof and the word "association" will have the same meaning.

- 1. The transferee, his successors in title or assigns (his heirs, executors, administrators or assigns) is compelled to be a Member of the Homeowners' Association and Body Corporate, from the date of registration of the Property, into his name.*
- 2. The transferor, his successors in title or assigns (his heirs, executors, administrators or assigns) shall not be entitled to alienate the Property in any manner, or transfer it, without obtaining the prior written permission of the Association and Body Corporate, and then only subject to the condition that the Purchaser will become a Member of the said Association and Body Corporate, on the date of registration of transfer of the Property, into his name.*
- 3. The transferee undertakes to apply in writing, to the Homeowners' Association for Membership and confirms and accepts that, irrespective of such written application, his ownership in the Property, shall be subject to the Constitution of the Association, any Rules made by the Association, as well as the Body Corporate's Rules, copies of which shall be signed by the transferee for confirmation purposes. Copies of the Constitution of the Association, its Rules and the Rules of the Body Corporate, are available for inspection at the offices of the Managing Agent (if appointed) or can be obtained from the Association and Body Corporate.*
- 4. The transferee will remain a Member of the Association and Body Corporate and shall be bound to its provisions for as long as he remains the registered owner of the Property.*
- 5. As from date of transfer, the transferee shall be liable for payment to the Association and Body Corporate of all levies and contributions, as determined by the Association and the Body Corporate, from time to time"*

12. THE DEVELOPMENT

- 12.1 It is recorded that:-

12.1.1 The Development will be developed on a phased basis;

12.1.2 In terms of the Constitution of the Homeowners' Association, the Seller will have the right to extend or alter the area or composition of the Development by requiring the Homeowners' Association to incorporate into the Development any additional erven and/or adjacent land, and/or any Property acquired by the Seller from time to time which the Seller shall be entitled to develop as it may deem fit;

12.1.3 Should any part of the said erven be incorporated into the Development the Seller shall be entitled to require that all owners of the incorporated erven and their successors in title become members of the Homeowners' Association in respect of that part and from such date as the Seller may determine, and on the same terms and conditions as are applicable to the other members of the Homeowners Association; and

12.2 The Seller intends to develop and market the Development in phases as the Seller deems fit and for as long as necessary. The Seller shall enjoy unrestricted rights regarding the marketing of the Development, including, but not limited to, the right to establish a sales office and erect signage within the Development, all at its sole discretion.

12.3 The Purchaser further acknowledges that they may experience inconvenience due to building operations from time to time. The Purchaser shall not be entitled to cancel or claim damages as a result of such building operations.

13. AGENT'S COMMISSION

13.1 The parties record that the agent specified in clause 8 of the Schedule of Information was the effective cause of this transaction.

13.2 The Seller shall pay the agent's commission.

13.3 The Purchaser warrants and undertakes to the Seller that the Purchaser has not been introduced to the Seller, the Property or the Development, by any third party entitled to commission, other than the agent specified in clause 8 of the Schedule of Information and indemnifies the Seller against any claim that may be instituted by any agent claiming that he/she introduced the Property and is the effective cause of the sale.

14. MORTGAGE BOND (IF APPLICABLE)

- 14.1 This Agreement is subject thereto that the Purchaser obtain an approved loan from a bank or other recognised financial institution for not less than the amount (if any) stated in clause 6 of the Schedule of Information, or any lesser amount in the discretion of the Purchaser, (without derogating from the provisions of clause 3 above), upon the security of a first mortgage bond to be registered against the title of the Property.
- 14.2 The Purchaser shall use its best endeavours to obtain such loan, as soon as is reasonably possible, after signature of this Agreement, by the Seller.
- 14.3 In the event of such loan not being approved in principle within 30 (thirty) days after signature of this Agreement by the Seller, then this Agreement shall become of no force or effect, *ab initio*, in which event the Seller shall refund to the Purchaser the amounts paid in terms of clause 3 above, together with accrued interest thereon, The Seller shall, in its absolute and sole discretion, have the right to extend the 30 (thirty) day period, as mentioned herein above, for a further reasonable time.
- 14.4 The suspensive condition, as contained in clauses 14.1 to 14.3 above, shall be fulfilled and this Agreement shall become unconditional, on the date that a quotation from a financial institution, confirming that the loan as referred to in clause 14.1 above, has been granted, **in principle** , is received, by the Conveyancer and or Seller.
- 14.5 Should the Purchaser fail to apply for the loan, as stipulated in clause 14.1 above, the Seller shall be entitled to appoint a bank or a bond originator for the purposes of granting loan finance to the Purchaser for the purchase of the Property, in which event the Seller or its agent is hereby irrevocably authorised and empowered to apply to the bank so appointed for the required loan on behalf of the Purchaser. The Purchaser shall be obliged to furnish the information normally requested by banks to the bank so appointed in order to assess the granting of the required loan. If the Purchaser is a company, close corporation, trust or married woman, and the loan is granted subject to the condition that the directors, shareholders, members, trustees and/or spouse, as the case may be, shall bind themselves as sureties and co-principal debtors with the Purchaser, the Purchaser undertakes to procure the signatures of such person/s. Should the Seller so arrange such loan finance, the provisions of clause 14.1 above, shall be deemed to have been fulfilled and the Purchaser shall be obliged to sign all bond and other documentation to give effect thereto and to pay all costs and charges relating to the registration of a first mortgage bond over the Property.

15. BREACH BY PURCHASER

15.1 If the Purchaser commits a breach of this Agreement and/or fails to comply with any of the provisions hereof, then the Seller shall be entitled to give the Purchaser not less than 7 (seven) days' notice, in writing, to remedy such breach and/or failure and if the Purchaser fails to comply with such notice, then the Seller shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which the Seller may have in law, including the right to claim damages to:-

15.1.1 cancel this Agreement (in which event the Purchaser shall forfeit all monies paid to the Seller or its attorneys or agent/s in terms of this Agreement and all interest thereon, as predetermined and liquidated damages); and/or

15.1.2 claim immediate specific performance and/or payment of all the Purchaser's obligations in terms of this Agreement; and/or

15.1.3 recover from the Purchaser any and all wasted costs payable by the Seller in respect of this transaction.

15.2 Should the Seller take action against the Purchaser pursuant to a breach by the Purchaser of this Agreement, then without prejudice to any other rights which the Seller may have, the Seller shall be entitled to recover from the Purchaser all legal costs incurred by it, including attorney/client charges, tracing fees and such collection commission as the Seller is obliged to pay to its attorneys.

16. PURCHASE ON BEHALF OF A COMPANY / CLOSE CORPORATION / TRUST / OTHER LEGAL ENTITY

16.1 Should the Purchaser act as representative of a Company to be formed, the Purchaser undertakes to register the Company only within 30 (thirty) days after this Agreement has been signed.

16.2 In the event of the Company: -

16.2.1 not registering in time; or

16.2.2 failing to ratify this transaction in terms of the Companies Act; or

16.2.3 failing to honour the obligations and terms of the Agreement for

whatever reason; or

16.2.4 failing to furnish proof of ratification to the Seller's attorneys;
the Purchaser agrees that he/she (the signatory hereto as "Purchaser") shall personally be responsible and shall be obliged to honour the obligations in terms of this Agreement and to take transfer of the Property in his / her name.

16.3 The person who signs the Agreement on behalf of any Company, Close Corporation or Trust, shall be liable, jointly and severally, with the Purchaser to the Seller as surety and co-principal debtor for all the obligations of the Purchaser to the Seller arising out of or in connection with this Agreement.

17. DOMICILIA AND NOTICES

17.1 For the purposes of this Agreement, including the giving of notices and the serving of legal process, the parties choose as their respective *domicilium citandi et executandi* ('*domicilium*') as follows: -

17.1.1 The Seller: as contained in clause 1 of the Schedule of Information; and

17.1.2 The Purchaser: as contained in clause 2 the Schedule of Information.

17.2 A party may at any time change his *domicilium* by notice in writing, provided that the new *domicilium* is in the Republic of South Africa and consists of or includes a physical address at which process can be served or notices given.

17.3 All notices shall be in writing and shall be delivered by hand or via email, together with proof thereof, to the *domicilium* chosen by the party concerned and shall, if posted, be deemed to have been duly delivered 7 (seven) days after the day on which such notice was posted.

18. WARRANTIES

The Purchaser acknowledges that the Seller has made no representations and given no warranties in respect of the Property or in respect of anything relating thereto, whether express or implied, not expressly contained herein, and he/she has not been influenced by any representation made by or on behalf of the Seller to enter into this Deed of Sale, save as set out herein, below: -

Without limiting the generality of the afore going, it is recorded that the marketing model and artists impressions of URBAN COUNTRY ESTATE is subject to final approval of local authority in terms of future Developments within the estate. The Seller shall not be held liable for any changes to the layout, design of buildings, water features, landscaping, etc as it appears on the model and/or the site Development plan.

Purchaser specifically acknowledges above clause

19. ARBITRATION

- 19.1 If any dispute, difference or question arises at any time between the parties out of or in regard to any matters arising out of, or the rights and duties of any of the parties, or the interpretation of, or termination of, or any matter arising out of the termination of, or the rectification of this Agreement, or any other matter such dispute shall be submitted to and decided by arbitration on notice in writing given by either party to the other of them in terms of this clause.
- 19.2 Such arbitration shall be held in Mossel Bay in accordance with the provisions of the Arbitration Act, No. 42 of 1965 (as amended or replaced from time to time) save that the arbitration shall be informal and the arbitrator shall have the absolute discretion to determine the procedure to be adopted, it being the intention that the arbitration shall be held and concluded without delay.
- 19.3 The arbitrator shall be such independent and suitably qualified person as may be agreed upon between the parties in writing, and failing such Agreement, the arbitrator shall be appointed by the President for the time being of the Law Society of the Western Cape or its successor/s at the request of either party.
- 19.4 This clause 19 is severable from the rest of this Agreement and shall remain in force notwithstanding the termination of this Agreement for whatever reason.

20. CO-OPERATION

Each of the parties hereby undertakes to:

- 20.1 Sign and/or execute all such documents (and without limiting the generality of the afore going, same shall include the execution of the necessary power of attorney and VAT / transfer duty declarations);

20.2 Pass, and to procure the passing of all such resolutions of directors or shareholders of any company.

21. JOINT AND SEVERAL LIABILITY

Should there be more than one Purchaser, the Purchasers shall be liable jointly and severally and *in solidum* for the payment of all monies hereunder and for the carrying out of all the terms of this Deed of Sale.

22. CONCESSIONS

No extension of time, allowances or concessions allowed to, and no temporary variation of the terms of this Deed of Sale by any party will be regarded as a waiver of his/her/its rights hereunder. The Seller may furthermore at any time and without prior notice expect the Purchaser to strictly and timeously comply with each and every term and condition.

23. JURISDICTION

For the purposes of the proceedings arising from this Agreement, the parties hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction over the person of the defendant in terms of section 28 of the Magistrate's Court Act of 1944, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the Court pursuant to section 45 of the Magistrate's Court Act of 1944, or any amendment thereof, provided that the Seller shall have the right at its sole option and discretion to institute proceedings in any other competent Court in respect of any claim which, but for the afore going, would exceed the jurisdiction of the Magistrate's Court.

24. 72 HOUR CLAUSE

Should the seller at any time prior to the fulfilment of any other suspensive conditions, excluding the suspensive condition in clause 14 (Mortgage Bond), if applicable, receive another unconditional cash offer to purchase this plot, which offer he/she in his/her discretion finds more acceptable, and wishes to accept then the Purchaser herein shall be notified of such in writing and shall have 72 (seventy two) hours from the time of receipt of such notice, to waive in writing the benefit of all suspensive conditions in this Agreement, thereby binding the Purchaser unconditionally to the Agreement, failing which, the Agreement will lapse and be of no further force and effect.

25. ACKNOWLEDGEMENT

The Purchaser by his/her signature hereto acknowledges he/she has read the Deed of Sale and Annexure thereto and is satisfied with the contents thereof.

26. ALIENATION LEVY

The Purchaser, upon resale of the Property, shall pay an amount equal to 1% (one percent) of the sales price, plus VAT, if applicable, as an **Alienation Levy**, to the Homeowners Association, which amount shall be payable on or before registration of transfer of such sale.

27. CONSENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT

The Parties hereby, as required by the relevant provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013), **expressly** agree and grant permission that their personal information, as contained in this Agreement, any Annexure thereto, or provided in consequence of any term or condition thereof, may be shared with mortgage bond originators and/or financial institutions for the purpose of obtaining finance in respect of this transaction, the Conveyancers, the South African Revenue Services, the Financial Intelligence Centre, the Municipality of George, the Body Corporate, the Homeowners' Association, the Registrar of Deeds, the Master of the High Court (last mentioned, if the Purchaser is a Trust and it is required), and/or any **third party**, for the purposes of giving effect to and finalising the transaction as contemplated in and by this Agreement.

28. GENERAL

28.1 This Agreement constitutes the whole Agreement between the parties.

28.2 No variation of this Agreement will influence the terms of this Agreement, unless such variations are put in writing and signed by both parties.

28.3 The parties acknowledge that they have not been persuaded to sign this Agreement by any promises, representations or guarantees of any sort.

28.4 The Purchaser will not be entitled to sell his/her Property prior to registration of transfer, without the written consent of the Seller.

28.5 The Conveyancer is appointed to attend to any further transfers of the Property.

29. ACCEPTANCE

29.1 By signing below, the Purchaser acknowledges that he/she/it:

29.1.1 Carefully inspected all documents referenced in this Agreement, including but not limited to:

29.1.1.1 Architectural Guidelines;

29.1.1.2 Homeowners Association's Constitution;

29.1.1.3 Conduct rules;

29.1.1.4 Any other document specifically referred to in this Agreement as requiring inspection, scrutiny, and acceptance,

29.1.2 Scrutinized the contents of these documents to ensure understanding of their terms, conditions and implications.

30. INDEPENDENT LEGAL ADVICE

30.1 Each of the Parties hereby respectively agrees and acknowledges that:

30.1.1 they have been free to secure independent legal advice, at their own costs, as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and

30.1.2 each provision of this Agreement is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

31. MANAGING AGENT

31.1 The Seller shall have the right to appoint the managing agent for the entire duration of the Development period.

31.2 The Purchaser hereby grants the Seller the irrevocable power and authority to appoint the managing agent of the Development in accordance with clause 31.1 above.

32. CONSENTS AND WAIVERS ON BEHALF OF THE HOMEOWNERS ASSOCIATION

32.1 The Purchaser acknowledges that until the establishment of the Homeowners Association and appointment of the relevant persons to inspect building plans on behalf of the Homeowners Association, the Seller shall be entitled to approve all building plans for new houses to be constructed on properties forming part of the Development.

32.2 The Purchaser further hereby authorizes the Seller to sign, as agent of the HOA, any such documents as may be required for registration of transfer purposes.

33. SPECIAL CONDITIONS

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.....

SIGNED at	this	day of	202_
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AS WITNESSES:

1.

2.

For and on behalf of the **SELLER, duly authorised**

SIGNED at	this	day of	202_
------------------	-------------	---------------	-------------

AS WITNESSES:

1.

PURCHASER

2.

.....

1. **PURCHASER** (spouse or duly
authorised representative of entity
who warrants that he/she is duly
authorised)

2. As surety in terms of clause 16 hereof

SIGNED at	this	day of	202_
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AS WITNESSES:

1.

2.

For and on behalf of **DALMAR KONSTRUKSIE PTY LTD** duly authorised: acceptance of
stipulatio alteri

SIGNED at	this	day of	202_
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AS WITNESSES:

1.

2.

For and on behalf of **URBAN COUNTRY ESTATE HOMEOWNERS ASSOCIATION** duly
authorised: acceptance of ***stipulatio alteri***
