

DEED OF SALE

SIERRA VIEWS

1. SELLER : Sellesa Developers CC
Registration number 2007/192731/23
3 A Northumberland Close
Parklands
7441
2. 2.1 PURCHASER (1)
Full names :
- 2.2 PURCHASER (2)
Full names :
- 2.3 PURCHASER (3)
Full names :
- 2.4 PURCHASER (4)
Full names :
3. ATTORNEYS : Hanekom Batchelor Inc.
9 Roslyn St, Brackenfell 7560
P.O. Box 1847, Brackenfell 7561
Tel : (021) 981 7230 Fax (021) 981 7231
Email: karin@hanekombatchelor.com
Ref: Hanekom Batchelor Inc. / Aneske Smith
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| Trust Account Banking details
Hanekom Batchelor Inc. Attorneys
Nedbank, The Bridge - Bellville
Account nr: 1036342425
Branch code: 103610
Ref: SIERRA VIEWS / SECT NO. / SURNAME |
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4. PROPERTY & PURCHASE PRICE
- 4.1 Unit number : (known as Door No.)
- 4.2 Allocated Parking :
- 4.3 Purchase price :

SIERRA VIEWS

SECTIONAL TITLE DEED OF SALE

1 INTERPRETATION

1.1 In this Agreement, unless inconsistent with the context:

1.1.1 **Act** : means the Sectional title Act No 95 of 1986 or any amendment thereof and includes the regulations promulgated thereunder from time to time;

1.1.2 **Agent**: means the agent appointed by the Seller to market, advertise and sell the Units to third parties being Threefold Property Group (Dian and Susan van Wyk) of 35 Bauhinia crescent, Vredeklouf, Brackenfell. Tel: 021- 981 7521; Fax: 086 611 1886, E-mail- info@3fold.co.za.

1.1.3 **Agreement** : means this Deed of Sale with Annexures thereto being:

1.1.3.1 Particulars Purchase Price – Annexure “**A**”

1.1.3.2 Particulars Seller and Purchaser - Annexure “**B**”

1.1.3.3 Parking Lay-out Plan – Annexure “**C**”

1.1.3.4 Draft Conduct Rules - Annexure “**D**”

1.1.3.5 Addition / amendment to Management Rules - Annexure “**E**”

1.1.4 **Attorney** : means Hanekom Batchelor Inc., 9 Roslyn Street, Brackenfell 7560, P.O. Box 1847, Brackenfell 7561 Tel: 021- 981 7230, Fax: 021- 981 7231; e-mail karin@hanekombatchelor.com / aneske@hanekombatchelor.com.

1.1.5 **Body Corporate** : means the controlling body as contemplated in terms of Section 36 of the Act;

1.1.6 **Bond Originator**: means Usha Poonsamy of MultiNet Mortgages, Cel: 083 546 2526; Tel: 021 914 0100; Fax: 021 914 0159; E-mail usha@multinetgroup.co.za or any other Home Loan Consultant approved by the Seller;

1.1.7 **Building** : means the building to be constructed on the Property;

1.1.8 **Common Property** : means the Property and such parts of the building which does not form part of a Section;

- 1.1.9 **Completion Date** : means the date upon which:
- 1.1.9.1 the Section is complete for beneficial occupation as certified by the Principal Agent, whose decision as to the date shall be final and binding upon the parties; and
 - 1.1.9.2 an occupation certificate has been issued in respect of the Unit;
- 1.1.10 **Consumer Protection Act** : means Act 68 of 2008 which came into effect on 1 April 2011;
- 1.1.11 **Defect** : means any aspect of materials and/or workmanship, including an imperfection that impairs the structure;
- 1.1.12 **Allocated Parking**: means a sole utilisation area created by the Seller in terms of Section 27A of the Act, which entitles an owner or occupier of a Unit to which the sole utilisation area attaches, to the exclusive use of the sole utilisation area to the exclusion of all other persons. The allocated parking in respect of the Unit is set out in **Annexure "A"**; and to be specified in a schedule to the Management Rules;
- 1.1.13 **NHBRC**: means the National Home Builders Council established in terms of the Housing Consumers Protection Measures Act, 1998/95 that regulates the home builders industry.
- 1.1.14 **Principal Agent** : means Stefan Hartman Consulting Engineers;
- 1.1.15 **Property Manager** : means Property Principals Cape (Pam Daneels) of Pelican Place Flamingo Square, Table View. Contact particulars:- Tel 021- 557 0608; Fax 0866573800; Cell 0710028323; e-mail propertyprincipals@telkomsa.net.
- 1.1.16 **Property** : means Erf 139, Burgundy Estate, Cape Town;
- 1.1.17 **Purchaser** : means the purchaser as set forth in the schedule;
- 1.1.18 **Register** : means the sectional title register in respect of the Property and the building/s to be opened in terms of the Act in the Deeds Registry at Cape Town;
- 1.1.19 **Rules** : means the Management Rules prescribed by the Act and any amendments / additions thereto (Annexure "E"), as the Seller may vary or add to prior to opening of

the scheme, the Conduct Rules imposed by the Seller as per Annexure "D", the Constitution of the Burgundy Estate Master Home Owners Association and any amendments to the above from time to time.

1.1.20 **SARS** : means South African Revenue Services;

1.1.21 **Section** : means the section which will be depicted on the Sectional Diagram Plans, approved by the Surveyor Generals' office.

1.1.22 **Surveyor General Sectional Diagram Plan** : means the sectional plan as approved by the Surveyor General and registered by the Registrar of Deeds;

1.1.23 **Seller/Developer/Contractor** : any reference to either Seller, Developer or Contractor, means Sellesa Developers CC Registration number 2007/192731/23, a close corporation duly registered according to the laws of South Africa with domicillium address at 3A Northumberland Close, Parklands, 7441 with NHBRC-registration certificate number 1-39031833;

1.1.24 **Unit** : means a section together with its undivided share in Common Property apportioned to the section in accordance with its participation quota.

- 1.2 Words and expressions defined in the Act shall have the meanings as ascribed to them therein.
- 1.3 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include females and words importing persons shall include partnerships and bodies corporate and vice versa.
- 1.4 Reference to the Agreement means this Deed of Sale and all Annexures thereto.
- 1.5 The head notes to the paragraphs to this Deed of Sale are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.6 The Purchasers' attention is drawn to Section 49 of the Consumer Protection Act and confirms that the agent has explained the consequences of this clause in detail.
- 1.7 The parties furthermore acknowledge that none of the terms of this agreement , despite the express reference to the Consumer Protection Act , should be construed as an acknowledgement that the Consumer Protection Act applies to this transaction in circumstances where the act would not have been applicable to this transaction.
- 1.8 Reference to "days" shall be constructed as calendar days unless qualified by the word "business" in which instance a "business day" shall be any day other than a Saturday, Sunday or public holiday as gazetted by the government of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between 08h30 and

17h00 on any business day. Any reference to time shall be based upon South African standard time.

2 **ACKNOWLEDGEMENTS BY PURCHASER**

The Purchaser acknowledges that:-

- 2.1 The meanings and consequences of this document has been explained to him by the Agent(s).
- 2.2 The Sectional Plan may not have been prepared or approved yet and that accordingly the exact and final boundaries and areas of the Section will be those pointed out to the Purchaser when viewing the Section.
- 2.3 The Sectional Plan will be registered and the Register will be opened as soon as it is reasonably possible after the Completion Date. Transfer of the Unit shall take place simultaneously with or after the opening of the Register and compliance with all suspensive conditions.

3 **SALE**

- 3.1 The Seller sells to the Purchaser who hereby purchases the Unit comprising a Section as referred to in **Annexure "A"** and an undivided share in the Common Property apportioned to the Section in terms of the participation quota of the Section as well as an Allocated Parking bay.
- 3.2 Since the Purchaser is not buying off plan, it is not necessary to make provision in the event the extent of the section as depicted on mentioned plan differs from the actual measured extent as per the Surveyor Generals' Sectional Diagram Plan.

4 **PURCHASE PRICE**

The purchase price shall be the amount set forth in **Annexure "A"**, which amount is inclusive of Value-Added Tax ("**VAT**") at the current rate of 14% (fourteen percent).

The Purchaser shall pay the purchase price to the Seller as follows:

- 4.1 **A R10 000.00 (Ten Thousand Rand) deposit (the "Deposit")** to be paid to the Attorney within 7 (seven) days of signing the agreement. The Deposit paid in terms of this clause shall be held in trust by the Attorney in a separate interest-bearing account on behalf of and for the benefit of the Purchaser. (The mentioned Deposit is payable irrespective of the fact that the Purchaser may apply and obtain bond finance on the full purchase price in which event any remaining Deposit along with interest will be paid to the Purchaser, after deducting the Attorney's professional fee for administering the investment, on date of registration of transfer).
- 4.2 The **balance** of the purchase price is payable against registration of transfer of the Unit into the name of the Purchaser and, the Purchaser shall furnish the Seller with a written guarantee from a financial institution for the due payment of the balance of the purchase price (the "**Guarantee**"), which Guarantee shall be acceptable to the Seller in its sole and absolute discretion. The Guarantee must be furnished to the Attorney within 10 (TEN) business days of being requested by the Attorney. Alternatively, the Purchaser may pay such balance to the Attorney, to be held in their trust account, pending registration of transfer, interest to accrue to the Purchaser.
- 4.3 The Purchaser's signature hereto shall constitute the Purchaser's written consent in terms of Section 78 (2A) of the Attorneys Act authorising the Attorneys to invest the Deposit and any monies paid by the Purchaser to the Attorney in respect of the purchase price in an interest-bearing account for the benefit of the Purchaser.
- 4.4 All monies payable by the Purchaser in terms of this Agreement which are unpaid on due date shall bear interest at 1% (one percent) above the prime overdraft lending rate of ABSA Bank Ltd from time to time and shall be calculated from due date to date of payment.
- 4.5 All or any payments to be effected hereunder, shall be effected by the Purchaser to the Attorneys without deduction and free of exchange at Brackenfell and without deduction or set off.
- 4.6 The purchase price does not include any extras or changes to finishes, the cost whereof is payable in cash into the trust account of the Attorney, within 7 (seven) days after the Purchaser has chosen the said finishes and a finishing schedule will be signed by all parties to this effect.

5 NO WITHHOLDING OF PAYMENTS

The Purchaser shall not be entitled to withhold, delay or abate payment of any amount due to the Seller by reason of any breach or alleged breach of the Seller's obligation of this Agreement.

6 TRANSFER

- 6.1 Transfer of the Unit will be passed by the Attorney and taken as soon as is reasonably possible after the completion date and compliance with all suspensive conditions. The Attorney will attend to the registration of the Unit as well as any mortgage bond the Purchaser may have applied for. The Seller reserves the right not to approve and accept the financial institution to which the Purchaser has applied in the event the Seller is of the view that his right to prompt and efficient transfer of the Unit may be prejudiced due to certain mortgage conditions the financial institution may have imposed.
- 6.2 The Seller will be obliged to pass transfer of the Property within a reasonable time after the date mentioned in clause 7 hereinafter. In the event that the Seller is not in a position to pass transfer as provided for and such delay is not justifiable, depending on the circumstances of such delay, the Purchaser will have the remedies available to him under Section 19 of the Consumer Protection Act.

7 POSSESSION AND OCCUPATION

- 7.1 The Purchaser may take occupation of the Unit prior to registration of transfer upon written notification issued by the Seller to this effect, provided that all suspensive conditions have been met, the Letter of Satisfaction required by the mortgagee banks, has been signed and a completion- and occupation certificate has been issued ("**Completion Date**") on which date all risk and benefit to the Unit will pass to the Purchaser, irrespective whether the Purchaser physically occupies the unit, but subject to other provisions in this agreement.
- 7.2 The Seller will give the Purchaser due notice in writing if the Completion Date, is going to be postponed or be earlier, and what the new date will be.
- 7.3 In the event of physical occupation of the Unit, **occupational interest** will be due and payable monthly and in advance by the Purchaser into the trust account of the Sellers' attorney, in an amount of R 6 000,00 (SIX THOUSAND RAND) until date of registration of transfer. (The Purchaser will be refunded pro rata in the event registration does not take

place at the end of a particular month for which occupational interest was paid.) If the Purchaser decides not to take physical occupation of the premises prior to date of registration of transfer, after occupation was tendered, an amount of R 1 000,00 (One Thousand Rand) per month, will still be due and payable by the Purchaser from such date until date of registration of transfer, as penalty for not taking occupation once tendered. The Purchaser will not be allowed entry and use of the Unit until date of registration of transfer.

- 7.4 Pre-paid electricity- as well as water meters have been installed in the Section and it will become the responsibility of the Purchaser to operate and maintain same from date of occupation.
- 7.5 The Seller does not guarantee that the Unit will be ready for possession on the anticipated date of possession set out herein and, should the Unit not be available for possession on such date the Purchaser will have no claim, of whatsoever nature and kind, against the Seller arising from such late possession.
- 7.6 Should any dispute arise between the Seller and the Purchaser as to the date when the Unit is available for beneficial occupation, then the decision of the Seller's Principal Agent, as to such date will be final and binding upon the parties. Furthermore, the Purchaser will be deemed, for purposes of the payment of occupational interest to have taken possession on the date on which the Seller's Principal Agent certifies in writing by way of handover list that the Unit is available for beneficial occupation.

8 DEFECTS LIST

- 8.1 The Purchaser will point out visible defects (patent defects) found in the Unit ("snag list"), when inspecting the Section after completion, to the Agent and the Seller will endeavour at its own cost to remedy such Defects on terms and conditions as provided for elsewhere in the agreement at his earliest convenience once notified by the Agent. The Purchaser will sign the mortgagees' "happy letter" (Letter of Satisfaction) once requested to do so by the Agent, since proper provision has been made in this agreement for the Purchaser to report Defects and for the Seller to restore same.
- 8.2 Should the Defects list referred to, not be reported to the Agent, the Purchaser will be deemed to have accepted the Unit in a fit and proper condition.
- 8.3 In the event of a dispute arising as to whether the Defects identified need to be repaired and / or whether the repairs have been satisfactorily undertaken, the decision of the Seller's

Principal Agent will be final and binding on the parties.

- 8.4 The Purchaser accepts the appointment of the Agent to act as the exclusive liaison between them and therefore undertake not to liaise with the Seller directly for the duration of the appointment of the Agent as provided for herein.

9 SELLER'S WARRANTY

- 9.1 In the event of there being any latent defects (not visible prior to occupation) in the Section and in the event of the Purchaser notifying the Agent thereof in writing within 90 (ninety) days of Completion Date, then the Seller will remedy such identified defects at its own expense within a reasonable time depending on the urgency and severity of the defect but otherwise during normal business hours. In the event of the Purchaser failing to notify the Agent timeously of any defects as herein before provided, the Purchaser, will have no further claim against the Seller in this regard. Furthermore, notwithstanding anything previously provided, the Seller will under no circumstances be responsible for damage and/or loss caused by wear and tear, misuse, neglect, negligence, abuse or accidental damages caused by the Purchaser and/or his tenant and/or in the event of the late reporting of a defect causing further damage.
- 9.2 The Purchaser will accept transfer of the Unit and allocation of the parking bay, subject to all conditions and servitudes benefiting or burdening the Unit and the Property whether existing or hereafter imposed by any competent authority or by the Seller. Purchaser acknowledges having made itself fully acquainted with the Section, its nature, location and extent, the said Rules of the Body Corporate and Burgundy Estate Master Home Owners Constitution all other relevant documents.
- 9.3 The Seller acknowledges that a Standard Home Builders Warranty in accordance with legislation and the rules and practice of the NHBRC will apply to the improvements of the Property.
- 9.4 The Purchaser will be furnished with a copy of the Electrical Compliance Certificate per the Occupational Health and Safety Act of 1993 and a copy of the occupation certificate.
- 9.5 The Seller issues a **warrantee** in respect of major structural defects to the section, for a

period of 5 (five) years and roof leakage for a period of 1 (one) year from date of completion in the event the defect is due to the non-compliance to technical building standards.

9.6 The Seller will endeavour to rectify Defects covered by the warranty as stated herein within 30 (thirty) days of being notified thereof in writing depending on the nature and severity of the Defect. Repairs will only be done during working hours from Monday to Friday and if weather permits.

9.7 Save as specifically set out in this Agreement, the Seller has made no representations and given no warranties in respect of the Unit, the building or in respect of anything relating thereto other than as provided in this Clause 9.

10 **CONDITIONS APPLICABLE PENDING TRANSFER**

10.1 Upon the Purchaser taking possession of the Unit, pending transfer, the following conditions will apply:-

10.1.1 save insofar as may be inconsistent with the provisions of this Agreement, the provisions of Section 44(1) of the Consumer Protection Act will apply (insofar as the Seller has a legal right/authority to sell to the Purchaser) ;

10.1.2 the provisions of any Rules insofar as they cast any duty upon the owner or occupier of a Unit, will bind the Purchaser and be enforceable by the Seller;

10.1.3 the Purchaser may not make any alterations or additions to the Unit;

10.1.4 the Purchaser will maintain the interior of the Section;

10.1.5 the Purchaser will not sell, let or in any other manner dispose of or part with (whether temporarily or otherwise) the Unit or his rights of occupation thereof before registration of transfer, except with the written consent of the Seller, which consent will not be unreasonably withheld; and

10.1.6 prior to the date of registration of transfer the Purchaser will not appoint or engage any estate agent or other person to market, advertise and/or sell the Unit other than the Agent.

10.2 The Seller will, pending registration of the Sectional Diagram Plan:

10.2.1 insure the building and all improvements, in or upon the Property for the full replacement value thereof against such risk as the Seller may decide;

10.2.2 maintain the Common Property and keep it in a state of good and serviceable repair and in a neat, tidy and sanitary condition; and

10.2.3 administer the Property and make all payments in respect of rates, taxes and other imposts, electricity and water consumed upon the Common Property and all other charges in connection with the Property and the building.

11 LEVIES

11.1 The Purchaser will be liable from date of registration of transfer for levies payable in terms of Section 37(1) of the Act. Pending the determination of such levy, the Purchaser will from date of registration of transfer pay on account of such monthly levy an amount of approximately +- _____ per square metre as being its bona fide estimate of such monthly levy. Upon the determination of the actual monthly levy so payable any amount unpaid or overpaid shall forthwith be dealt with.

11.2 Such levies will be paid to the Body Corporate, monthly in advance on the first day of each and every calendar month provided that if the registration date falls on any day other than the first day of a calendar month, then the Purchaser will be obliged to pay a pro rata share of the levies due for the remainder of the calendar month.

12 PROPERTY MANAGER

The Seller will be entitled to appoint the first Property Manager as provided for in the Rules of the Body Corporate which appointment shall be valid and binding on the Body Corporate for 1 (one) year after the first general meeting of the Body Corporate. The Purchaser grants the Seller the irrevocable power to make this appointment.

13 DEFAULT

13.1 If the Purchaser commits a breach of this Agreement or fails to comply with any of the provisions hereof, then the Seller will be entitled to give the Purchaser 3 (three) business day

notice in writing to remedy such breach failing which the Seller may, without prejudice to any other rights or remedies, which it may have in law, including the right to claim damages:

13.1.1 to cancel this Agreement, in which event the Purchaser will forfeit all monies, along with accrued interest, paid to the Seller, his attorney or its agent/s in terms hereof and claim damages; or

13.1.2 to demand immediate performance of all the purchaser's obligations, and /or make payment of all outstanding amounts, in terms hereof and claim damages.

13.2 Should the Purchaser dispute the Seller's right to cancel this Agreement, then pending the determination of that dispute, the Purchaser will be obliged to continue payment of all amounts payable by him in terms of this Agreement on the due date thereof and the Seller will 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.

13.3 Upon cancellation of this Agreement for any reason whatsoever, the Purchaser hereby undertakes to vacate forthwith the Unit and to procure that the Unit shall be vacated by any persons who occupies it throughout the Purchaser's title or with his permission. The Unit will be delivered to the Seller in the same good order and conditions as at the date of possession.

14 **JURISDICTION**

The Purchaser consents, in terms of the Magistrate's Court Act, to the jurisdiction of any Court having jurisdiction in terms of Section 28(1) of the said Act or of any legislation passed in substitution thereof, in any action instituted by the Seller arising out of this Agreement provided that the Seller will at all times be entitled to institute any action arising out of this Agreement against the Purchaser in any Supreme Court of competent jurisdiction.

15 **COSTS**

The Seller is liable to pay all attorneys transfer and bond registration costs in connection with transfer of the Property provided the Seller's Attorney attends to both the transfer of the Unit AND the bond registration. (Kindly note that the transferring attorneys may attend to the mortgage bond registrations of ABSA Bank, Nedbank, First National Bank as well as Standard Bank.) Should the financial institution, or the Purchaser, elect to use another attorney of its choice to register the bond, then the Purchaser will be liable for the bond registration costs. The Purchaser will however be liable

to pay for the sectional title insurance certificate, initiation fee and/or valuation fee levied by the financial institution. (The valuation fee may be debited to the bond account of the Purchaser.)

16 TAX AFFAIRS

16.1 The Seller and Purchaser declare that their tax affairs are in order.

16.2 Should a VAT- clearance certificate not be issued within 10 (ten) business days after an undertaking to pay VAT to SARS has been lodged and should the failure or refusal of SARS to issue the VAT- clearance certificate be due to the tax affairs of the Purchaser not being in order, the Purchaser will be in breach of this agreement and the Seller will be entitled to the relief referred to in Clause 16.3 below.

16.3 In the event of the Purchaser's tax affairs not being in order, then the Seller may:

16.3.1 hold the Purchaser bound to this Agreement, enforce performance of the obligations of the Purchaser hereunder and demand that the Purchaser comply with all outstanding SARS requirements immediately and payment of all amounts payable by the Purchaser. The Seller may claim damage that may have resulted due to the delay caused by the Purchaser, or

16.3.2 cancel this Agreement forthwith; and

16.3.3 claim damages from the Purchaser in which event he/she will not be obliged to refund to the Purchaser such amounts as have already been paid by the Purchaser, but will be entitled to retain such amounts, together with interest accruing thereon, pending the determination of the amount of such damages and upon such determination in favour of the Seller such amount will be deemed to have been paid by the Purchaser on account of the damages suffered by the Seller and the balance of the amount paid by the Purchaser will be refunded to him should the damages be less than the actual payment made,

17 GENERAL

17.1 The terms of this Agreement forms the sole contractual relationship between the parties hereto and no variation of this Agreement shall affect the terms hereof unless such variations will be reduced to writing under the hands of the parties hereto.

- 17.2 No extension of time or indulgence granted by either party to the other will be deemed in any way to affect, prejudice or derogate from the rights of such party in any respect under this Agreement, nor will it in any way be regarded as a waiver of any rights hereunder, or a novation of this Agreement.
- 17.3 Each of the parties hereby undertakes when called upon to forthwith sign and/or execute all such documents (and without limiting the generality of the foregoing) same will include the execution of the necessary power of attorney, declaration and affidavits. Both parties furthermore undertake to comply with the requirements of the Financial Intelligence Centre Act 38 of 2001 and more in particular to provide the necessary documents as required, when called upon to do so by the Attorney and the Agent.
- 17.4 If there is more than one Purchaser in terms of this Agreement, then the liability of each of the Purchasers will be joint and several.
- 17.5 The Purchaser will not have any claim under this Agreement or be entitled to any reduction of monies due in terms hereof by reason of any delay in the opening of the Register at the Deeds Office or any other delay.

18 NOTICES AND DOMICILIA

- 18.1 Each of the parties chooses domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement at the respective addresses set forth in Annexure "B".
- 18.2 Each of the parties will be entitled from time to time, by written notice to the others to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.
- 18.3 Any notice given and any payment made by a party to the other ("the addressee") which:
- 18.3.1 is delivered by hand during normal business hours at the the addressee's domicilium will be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
- 18.3.2 is posted by prepaid registered post from an address within the Republic of South

Africa to the addressee, at the addressee's domicile will be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the fourth day after the date of posting.

18.3.3 is sent by fax or e-mail to the designated fax number or e-mail address as per the Annexure hereto, will be deemed to have been received within 1 (one) hour after the time of transmission - working days only and normal business hours, excluding weekends and public holidays.

18.4 Where, in terms of this Agreement any communications is required to be in writing, the term "writing" will include communications by fax or e-mail.

19 MORTGAGE BOND

19.1 This sale is subject to the Purchaser obtaining a loan from a recognised financial institution in the amount of at least R _____ (_____) as specified in **Annexure "A"** or any other amount acceptable to the buyer on the institution's usual terms and conditions relating to such loans. This loan must be obtained and the financial institutions' quotation (as referred to in the National Credit Act 34/2005) accepted within 20 (twenty) business days of signature hereof by the Purchaser. This condition will be deemed to be fulfilled, for purposes of clause 13, upon notification by the financial institution of the Purchaser or his agent of a quotation having been issued upon normal financial institution conditions. In the event it seems the loan as applied for will most likely not be approved and accepted within the initial period provided for, the Purchaser and/or Agent will approach the Seller with a request to agree to an extension of the initial period, before expiry of the initial period. Should the Purchaser fail to obtain the required bond within the extended period then this agreement will automatically lapse and be of no further force or effect.

19.2 In is an express term and condition that the Purchaser applies for such loan as referred to in Clause 19.1 above, through the Seller's preferred mortgage originator.

19.3 The Purchaser may not after his mortgage bond has been approved by a financial institution, replace the said mortgage bond with the mortgage bond of another financial institution. Any delay caused by this practise will not be acceptable to the Seller and the Seller reserves all his rights.

19.4 In the event a bond has been approved as per the specifications as referred to in clause 19.1 above and prior to date of registration of transfer, the bond is withdrawn, whether on the instructions of the Purchaser or for any other reason by such financial institution, it will still be regarded that the suspensive condition for bond approval was met at a prior date and will therefor result in a breach of the agreement by the Purchaser and be dealt with accordingly and as provided for in this agreement.

20 **OFFER**

This Agreement, after it has been signed by the Purchaser, will be deemed to be irrevocable until such time as the suspensive conditions have been met or declined.

21 **AGENTS COMMISSION**

The Seller undertakes to pay the Agent commission for its services in terms of an agreement to be concluded between the Agent and the Seller.

22 **COMPANY/CLOSE CORPORATION/TRUST**

In the event of the Purchaser being a Company a Close Corporation or a Trust, the signatory for the Purchaser by his signature hereto binds himself to the Seller as surety and co-principal debtor in solidum for the Purchaser under renunciation of the benefits of excussion and division for the performance by the Purchaser of all the Purchaser's obligations in terms of this Agreement.

23 **DIRECT MARKETING AND COOLING OFF**

23.1 In terms of section 16 of the Consumer Protection Act, if this sale has resulted from direct marketing (the approach to the Purchaser, either in person or by mail or electronic communication by the Seller, direct or indirect for the purpose of (i) promoting or offering to supply, in the ordinary course of business, any goods or services to the person, or (ii) requesting the person to make a donation of any kind for any reason. The term "electronic communication" is widely defined as including "communication by means of electronic transmission, including by telephone, fax, SMS, wireless computer access, email or any similar technology device") by the Seller or its agents, the Purchaser has a right to cancel this Agreement without reason or penalty by written notice within 5 (five) business days after the Agreement was concluded, or within 5 (five) business days after delivery of the Property.

- 23.2 The Seller is therefore not prepared to enter into this Agreement with any Purchaser if the transaction has resulted from direct marketing.
- 23.3 The Purchaser therefore warrants that this transaction has not resulted from direct marketing and Seller enters into this transaction relying entirely upon such a warranty.
- 23.4 If after delivery of the Property, the Purchaser is successful in cancelling this agreement by relying upon the right of cancellation flowing from the direct marketing provisions of the Consumer Protection Act, the Purchaser will be liable for damages suffered by the Seller as a result thereof on the basis of the Purchaser's breach of this warranty.

24 RULES

- 24.1 The Purchaser acknowledges that he is familiar with the Management Rules as referred and contained in the Regulations to the Act on Sectional Titles 95/1986 (Annexure 8) as amended from time to time by the Developer or Body Corporate. A copy of the Management Rules to be registered, can be made available to the Purchaser on request but is also available for viewing as annexure to the Sectional Titles Act. A copy of the amendments / additions to the Management Rules is attached- Annexure "E".
- 24.2 The constitution of the Burgundy Estate Master Homeowners Association can be viewed on the official website of Burgundy Estate to take note of all important rules and regulations applicable to the scheme and/or its members since the Purchaser will automatically become a member of the body corporate against registration of transfer of the section as well as forming part of the mentioned Home Owners Association.
- 24.3 The Purchaser is furthermore aware of the fact that the section may only be utilized for residential purposes as will be noted from the rules and or constitution.
- 24.4 A draft set of the Conduct Rules proposed by the Developer, is attached hereto. (Annexure "D"). The Developer reserves the right to make changes thereto before date of registration of transfer, should the need arise, when the Purchaser will be informed accordingly.

25 **SUSPENSIVE CONDITION**

This agreement is subject to the Developer determining the financial viability of the development project. The Developer therefore reserves the right to terminate the project in the event less than 70% of the total number of Sections in the development has not been successfully sold on or before 30 September 2014.

DATED AT _____ THIS _____ DAY OF _____ 2014

AS WITNESSES:

1.	_____	_____
		PURCHASER
2.	_____	_____
		PURCHASER

		PURCHASER

		PURCHASER

DATED AT _____ THIS _____ DAY OF _____ 2014

AS WITNESSES:

1.	_____	_____
		SELLER
2.	_____	

Annexure “A” – Particulars of Purchase Price

	SECTION NO.	ALLOCATED PARKING BAY
IDENTIFYING NUMBER		

Purchase Price (VAT Inclusive)**R**_____

Less: Deposit (payable within 7 days of signature hereof - See Clause 4)

R_____

Less: Mortgage Bond (See Clause 19) Name of Financial institution: _____

R_____Balance of Purchase Price
(See Clause 4)**R**_____

Estimated Date of Possession and Occupation (See Clause 7)

Annexure "B" – Particulars Seller and Purchaser

SELLER: Sellesa Developers CC, Registration number CK 2007/192731/23; 3A Northumberland Close,
Parklands, 7441, Tel 021-556 8886, Fax 021- 556 8889.

PURCHASER/S:

FULL NAMES (1): _____

ID NUMBER: _____

DATE OF BIRTH: _____

INCOME TAX NUMBER: _____

MARITAL STATUS:

UNMARRIED

MARRIED IN
COMMUNITY OF
PROPERTY

MARRIED OUT OF
COMMUNITY OF
PROPERTY

POSTAL ADDRESS: _____

_____ POSTAL CODE _____

RESIDENTIAL ADDRESS: _____

TELEPHONE:

(H) _____ (W) _____ (CEL) _____

FAX: _____

E-MAIL: _____

FULL NAMES (2): _____

ID NUMBER: _____

DATE OF BIRTH: _____

INCOME TAX NUMBER: _____

MARITAL STATUS:

UNMARRIED

MARRIED IN
COMMUNITY OF
PROPERTY

MARRIED OUT OF
COMMUNITY OF
PROPERTY

POSTAL ADDRESS: _____

_____ POSTAL CODE _____

RESIDENTIAL ADDRESS: _____

TELEPHONE: (H) _____ (W) _____ (CEL) _____

FAX: _____

E-MAIL: _____

FULL NAMES (3): _____

ID NUMBER: _____

DATE OF BIRTH: _____

INCOME TAX NUMBER: _____

MARITAL STATUS:

UNMARRIED	MARRIED IN COMMUNITY OF PROPERTY	MARRIED OUT OF COMMUNITY OF PROPERTY
-----------	--	--

POSTAL ADDRESS: _____
 _____ POSTAL CODE _____

RESIDENTIAL ADDRESS: _____

TELEPHONE: (H) _____ (W) _____ (CEL) _____

FAX: _____

E-MAIL: _____

FULL NAMES (4): _____

ID NUMBER: _____

DATE OF BIRTH: _____

INCOME TAX NUMBER: _____

MARITAL STATUS:

UNMARRIED	MARRIED IN COMMUNITY OF PROPERTY	MARRIED OUT OF COMMUNITY OF PROPERTY
-----------	--	--

POSTAL ADDRESS: _____
_____ POSTAL CODE _____

RESIDENTIAL ADDRESS: _____

TELEPHONE: (H) _____ (W) _____ (CEL) _____

FAX: _____

E-MAIL: _____

LEGAL ENTITY NAME: _____

LEGAL ENTITY REG NO: _____

REPRESENTATIVE NAME: _____

REPRESENTATIVE CAPACITY: _____

POSTAL ADDRESS: _____
_____ POSTAL CODE _____

RESIDENTIAL ADDRESS: _____

TELEPHONE: (H) _____ (W) _____ (CEL) _____

FAX: _____

E-MAIL: _____

Annexure “C”- Parking Lay-out Plan

SIERRA VIEWS SECTIONAL TITLE DEVELOPMENT

C O N D U C T R U L E S

1. EXTERIOR OF LIVING UNIT

- 1.1 No alterations or additions of whatsoever nature to the exterior of the living unit may be effected without the prior written consent of the Trustees acting on behalf of the Body Corporate for this sectional title scheme. After consent for an alteration or addition has been given, this shall also be the norm for the other units.
- 1.2 No air conditioning units may be affixed to the exterior of a unit without written consent of the Body Corporate.
- 1.3 General maintenance to the exterior of a unit has to be approved in writing by the Trustees.
- 1.4 The consent of the Trustees is required before any antenna or television dish may be affixed on the roof or any other exterior part of the unit, which may not be removed at any later stage, once affixed.
- 1.5 An owner or occupant of any unit may not execute any action in his unit or on the common property which may result in an increase of the insurance premiums payable by the body corporate.

2. BURGLAR BARS AND GATES

- 2.1 The pattern of burglar bars at the windows and safety gates should match existing patterns.
- 2.2 The burglar bars shall be affixed on the inside of a unit.
- 2.3 The burglar bars at windows and the safety gate/s shall be coated with epoxy matching existing colours.

3. GARDEN AREAS

- 3.1 Each garden shall be kept in a tidy and neat condition, and be watered sufficiently. The trustees shall mow the lawns regularly. (The lawn which forms part of the communal property.) Access to a garden area should also be given at all reasonable times for purposes of general maintenance.
- 3.2 A garden area shall at all times be kept neat and no rubble, paper, sand bricks etc. may be deposited, thrown or permitted onto the property.

4. COMMON GARDEN AREA

- 4.1 The trustees are to maintain all lawns, shrubs and trees.
- 4.2 Every occupant should as far as possible ensure that members of his family, guests and other people do not damage the lawns, shrubs, trees, lights, benches and all other items or fixtures for the communal benefit of all in the scheme. Any

person who damages the common property, whether deliberately or negligently, shall be liable for the costs of repair or replacement thereof.

- 4.3 An owner or occupant may not remove or transplant any plant, shrub or tree on the common property without the written consent of the garden committee (or trustees in the event a garden committee has not been established.)

5. OCCUPATION OF UNIT

- 5.1 The maximum number of persons who may occupy any unit permanently in the case of a 2 (TWO) bedroom unit, are limited to 4 (FOUR) persons. Where a legal entity owns a unit, the unit may be occupied by a person or persons nominated from time to time, subject to the written approval of the Trustees. This permission may not unreasonably be withheld.
- 5.2 An auction may not be conducted on any part of the property, nor any advertisement be erected inside or outside the building, on the common property or on any allocated parking.
- 5.3 No article or object may be left or stored on the common property or any other allocated parking without the prior written consent of the Trustees.
- 5.4 A tent or any other construction may not be erected on the common property or on any allocated parking.
- 5.5 A unit may only be utilized for residential purposes.
- 5.6 No business or trading may be conducted from a unit, except with the written permission of the trustees.
- 5.7 No store room or motor garage may be utilized for residential purposes.

6. REFUSE OR REFUSE REMOVAL

- 6.1 No refuse or refuse bags will be permitted on the common property or anywhere where it is visible, and should be placed out in the bins on the refuse disposal area to be removed .
- 6.2 When refuse bags are moved to the refuse disposal area, it has to be placed in the holders.
- 6.3 Refuse should be placed in plastic bags and thoroughly closed.

7. MOTOR VEHICLES, PARKING AND ROAD USAGE

- 7.1 The maximum number of cars allowed per Unit is 2 (TWO) although only 1 (ONE) parking bay will be allocated to each Unit. The second car may only be parked on an available Visitors Parking Bay, on a first come basis, once the Unit's allocated parking bay has been taken up.
- 7.2 Vehicles may not be parked in front of other occupants' vehicles, parking bays and garages.
- 7.3 No double parking will be allowed.
- 7.4 No racing of vehicles, motorcycles or bicycles will be allowed on the common property.
- 7.5 The speed restriction on the terrain of the scheme is 15 (fifteen) kilometers per hour.
- 7.6 The trustees have the right to demarcate by yellow lines where parking is prohibited.
- 7.7 The use of soap box carts, skate boards, roller skates etc. are strictly forbidden.
- 7.8 No caravan, boat, trailer, motor cycle, tricycle or commercial vehicle may be used or parked on the common property or be parked in front of houses. Delivery trucks for instance "bakkies" are however allowed.

- 7.9 Motor vehicles should be parked pointing in the direction of traffic flow. It should furthermore be parked in such a manner that it will not cause any discomfort for other inhabitants or road users.
- 7.10 Any person contravening any of the above rules, shall receive a written warning and shall receive a fine of R 350,00 (Three hundred and fifty rand) for each infringement. Such fine shall be payable along with the next levy and will be automatically deducted. Should the trespasser be a guest of an inhabitant, the trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests, this reservation does not impinge on any other rights which the trustees may have against such trespasser or inhabitant.

8. MOTOR WRECKS, REFUSE, REPAIRS, ETC.

- 8.1 No motor vehicle may be stripped, dismantled or major repairs be effected to a motor vehicle on the common property, or any other allocated parking or in the unit.
- 8.2 No refuse, motor wrecks etc. may be left or parked on the common property or on the allocated parking.
- 8.3 Should any inhabitant contravene sub-rule 8.2, the Trustees may request the owner in writing to have the objects removed within 10 (ten) days from the date of the letter. Should he fail to remove the objects timeously, the Trustees may have it removed on the trespassers' account.
- 8.4 No owner or inhabitant or their guest or visitor, may cause engine noise by "revving" a vehicles' engine.
- 8.5 It is strictly forbidden to use a vehicles' hooter.

9. WASHING AND WASHING LINES

- 9.1 Washing may only be hung on the washing lines provided for or on standing dry racks on the balcony, but nowhere else. Under no circumstance may it be hung in front of or outside windows or over balcony rails.
- 9.2 Washing should be removed from the communal washing lines as soon as it is dry, in order that other occupants may also have the use of the lines.

10. CLEANLINESS

- 10.1 No objects may be placed on the window sills and balcony rails.
- 10.2 No cigarette butts, paper, etc. may be thrown out of the flats or from balconies.

11. SILENCE

- 11.1 Silence should be kept during the following hours:-
- | | |
|------------------------|---|
| Mondays to Thursdays: | from 22h00 to 08h00 |
| Fridays and Saturdays: | from 24h00 to 08h00 |
| Sundays: | from 13h00 to 16h00 and from 22h00 to 08h00 |

12. DOMESTIC SERVANTS

- 12.1 No domestic servants (chars etc.) may sleep in or over.
- 12.2 Occupants should assure that their domestic servants do not cause nuisance to any other occupants by being noisy or to cause or make a noise.

13. CHILDREN

Occupants are to see to it that their children or visitors or guests do not damage the common property or the property of other occupants or garden areas, for instance tamper with post boxes, plants, taps, water hoses and lights etc.

14. ANIMALS

- 14.1 An occupant may keep animals as pets in their units, but only on condition that such pets do not create nuisance to other occupants, for instance by barking or walking around unattended.
- 14.2 The following types of dogs are however not allowed:-
 - 14.2.1 Bull dog; Bull Mastiff, German Shepherd; Dobermann, Bull Terrier, Rotweiler and Labrador; as well as;
 - 14.2.2 Any dog taller than 40 (forty) cm, measured from the ground to the middle of the back.
- 14.3 Dogs may only be kept within the living unit.
- 14.4 When a dog is taken outside a living unit, it should be on a leash and under the control of an adult person.
- 14.5 Should a dog defecate on the common property or on any other owners' property, the owner of the dog should remove the faeces immediately.
- 14.6 No cages or kennels or any other pet housing are allowed where it is visible from the common property or the allocated parking.
- 14.7 No dogs are allowed on a temporary basis.
- 14.8 No dogs belonging to visitors are allowed on the premises.
- 14.9 Should a pet make a nuisance of itself or the owner fails to adhere to any of the terms of this rule 14, the trustees may serve a written warning on the owner. Should the owner fail to give the required attention and adhere to the complaint within 10 (ten) days of the date of notice, the trustees will have the right to have the culprit animal removed without any further notice.

15. MONTHLY CONTRIBUTIONS

- 15.1 All levies are payable in advance by the owners and are to be paid before or on the 7th (seventh) day of every month.
- 15.2 Should an owner be in arrears with any payment, he may be given a written warning to pay the arrears amount within 10 (ten) days of the date of the letter. Should he not pay within 10 (ten) days, the trustees shall have the right to take the following steps:-
 - 15.2.1 to stop all normal services to the unit until the arrears amount has been paid. These services may include amongst others electricity supply, water supply, refuse removal and the maintenance of the unit. The owner or lessee are obliged to give access to the unit to the trustees or their representatives in order that they may effect the above arrangements. The owner remains liable for payment of the full monthly contribution during the period in which the above services are suspended. Lessees will be informed of any proposed suspension of services on the same day as delivery of the letter of demand to the owner.
 - 15.2.2 Despite the above, the trustees may sue the owner for arrears contributions or any other amounts due and owing by the owner to the trustees or the home owners association.
 - 15.2.3 Interest at 25% (twenty five percent) per annum plus a fine shall be levied on all arrear amounts with effect from the first day of the month on which the owner became in arrears.

- 15.2.4 Should the owner as referred to in sub-clause 15.2.2 above, be summonsed, or receive a letter of demand from an attorney in order to collect the arrears amounts, costs will be payable on a scale as between attorney and own client.
- 15.3 Should an owner require statements of accounts, he will be liable for the costs thereof.

16 PENALTIES

- 16.1 A person contravening any of the rules herein, may receive a written warning from the trustees, or its agent as well as a penalty of R 75,00 (seventy five rand) for each infringement. Should the trespasser be a guest of an inhabitant, the trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests. This reservation does not impinge on any other rights which the trustees may have against such trespasser or inhabitant.
- 16.2 If such warning is not heeded and any rules are thereafter being contravened by such person, or somebody residing with him, or somebody in his service, or a guest, within a period of 2 (two) months from date of the written warning, a fine in the sum of R 500,00 (five hundred rand) may be levied against the owner's levy account for each infringement thereafter, and he will be obliged to pay same promptly. The right to fine the trespasser does not impinge on any other rights which the trustees may have against the trespasser. Should the trespasser be a guest of an inhabitant, the trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests. This reservation does not impinge on any other rights which the trustees may have against such trespasser or inhabitant.
- 16.3 The penalty may be adjusted annually at the general annual meeting should the members find it necessary.

17 GENERAL

- 17.1 An owner wishing to sell or rent his unit, should inform the trustees and the Body Corporate thereof in writing.
- 17.2 An owner leasing his unit, should hand management rules, conduct rules and any house rules to the lessee and impress upon the lessee to adhere to these rules in view of the fact that the owner is liable for the compliance thereof.
- 17.3 Should an owner or occupant wish to bring any matter to the attention of the trustees, a written request should be handed to a trustee.
- 17.4 The owners have confirmed that they are aware of the fact that this body corporate shall be a member of the controlling **BURGUNDY ESTATE MASTER HOME OWNERS ASSOCIATION** and that the body corporate will have to pay levies to the association.

Annexure "E" – Addition to Management Rules

SIERRA MEWS

M A N A G E M E N T R U L E S

ADDITION TO THE MANAGEMENT RULES PRESCRIBED IN TERMS OF SECTION 35 (2) (A) OF THE SECTIONAL TITLES ACT, 1986

72. On the insistence of certain mortgagee banks granting home loans in the scheme, the following has been incorporated into the set of rules:
- (a) No loan agreements may be entered into by the body corporate unless notification is given and consented to by the respective mortgagees.
 - (b) No application may be made to the High Court of the appointment of an administrator of the body corporate unless notification is given to and noted by the respective mortgagees.
 - (c) The trustees must give copies of the schedules, estimate, audited statements and reports to the respective mortgagees, at no cost to the mortgagee, and at least 14 days before the date of the annual general meeting at which they are to be considered.
 - (d) All mortgagees must be given 30 days' notice of any change to the managing agent together with a copy of the agreement between the body corporate and the potential managing agent.
 - (e) It is a minimum requirement that the Body Corporate insure their debtor's book against default debtors.
73. EXCLUSIVE USE AREAS

The Developer has, in terms of section 27A of the Sectional Titles Act, imposed the following additional Management Rule relating to sole utilisation areas:

- (a) There has been created, in favour of the owners of the sections from time to time, as set out in Annexure "A" and "C" hereto, being respectively a schedule and layout plan of the sole utilisation areas, the right to use part of the common property for their sole utilisation.
- (b) A sole utilisation area entitles an owner and occupier of a section to which the sole utilisation area attaches, to the exclusive use of the sole utilisation area to the exclusion of all other persons.
- (c) The sole utilisation area created shall be as follows:

- (i) each parking bay reflected in Annexure "A" hereto shall be for the exclusive use of the owner of the unit, the number of which is reflected in Annexure "A" and as determined in the layout plan attached hereto marked Annexure "C".
- (d) The general provisions relating to the use of the sole utilisation areas are as follows:
 - (i) The parking bay may only be utilised for the parking of:-
 - motor vehicles;
 - light delivery vehicles;

The parking bay can only be utilised for parking of other vehicles with the prior written consent of the trustee, which may withhold such consent in their discretion, or grant such consent subject to such conditions as they may determine necessary.
 - (ii) The owner entitled to the exclusive use of any sole utilisation area shall be obliged to maintain the sole utilisation area in all respects to the satisfaction of the trustees.
- (e) The holder of the right to a sole utilisation area shall be entitled to transfer such right to any owner of a unit in the scheme, subject to the consent of the trustees, by entering into a written cession of such right and causing such cession to be minuted at a meeting of the trustees of the body corporate. The trustees shall be obliged to record such cession at the first meeting of trustees after the cession document has been handed to any trustee if:
 - (i) the cession is in writing;
 - (ii) the parties to the cession are owners of units in the scheme; and
 - (iii) the description of the sole utilisation area is clear from the document.