
**LAND SALE AGREEMENT: SINGLE TITLE RESIDENTIAL ERF
(PLOT AND PLAN)**

LA LUC ESTATE

concluded by and between

LA LUC ESTATE PROPRIETARY LIMITED
Registration Number 2024/373631/07

(the “**Seller**”)

and

(the “**Purchaser**”)

Erf Number: _____

TABLE OF CONTENTS

PAGE

Consumer Protection Act Notice

2

The Schedule

3 – 5

Standard Terms and Conditions

6 - 38

Site Development and Phasing Plan

Annexure 1

Optional Extras

Annexure 2



CONSUMER PROTECTION ACT NOTICE

A In complying with the Consumer Protection Act 68 of 2008, terms of the Agreement that purport to limit the Seller's risk or liability, constitute an assumption of risk or liability on the part of the Purchaser, obligate the Purchaser to indemnify the Seller or any other party, or purport to be an acknowledgment of fact by the Purchaser, have been printed in bold in order to ensure that the Purchaser is aware of the contents thereof.

B It is further recommended that:

B1 the Purchaser carefully reads this Agreement (and its Annexures), and completes Annexure "3" to the Building Agreement to record any representations made by the Seller or the Agent concerning material facts which the Purchaser relied on in deciding to purchase the Property and to conclude this Agreement and that are not contained in this Agreement; and

B2 the Purchaser consults a suitably qualified person to assist the Purchaser in the interpretation and conclusion of this Agreement; and

B3 the Purchaser advises the Seller in writing of any information furnished to the Purchaser in a manner or form which the Purchaser deems not to be plain and understandable language.

I DECLARE HERewith THAT I HAVE READ THE IMPORTANT NOTICES SET OUT ABOVE

Signed at _____ on _____

PURCHASER 1 who warrants
that he/she is duly authorised
thereto

PURCHASER 2 who warrants
that he/she is duly authorised
thereto



SCHEDULE

A. PARTIES' PARTICULARS

A1. THE SELLER

Full Name:	LA LUC ESTATE PROPRIETARY LIMITED Registration Number 2024/373631/07
Address:	20 Herold Street Rouxcor House Stellenbosch Central Stellenbosch 7600
Email:	werner@rouxcor.com

A2.1 THE PURCHASER (1)

Full Names/Entity Name				
Identity Number/Registration Number:				
Marital status:	Single	Married ICOP ANC	Divorced	Other
Tax Income Reference / VAT number:				
Physical Address:	POSTAL CODE: _____			
Postal Address:	POSTAL CODE: _____			
Phone:				
Mobile:				
Email Address:				
Contact Details for entity <u>representative</u> :	Name and surname:	ID:		
		Email:		
		Mobile:		



A2.2 THE PURCHASER (2)

Full Names/Entity Name				
Identity Number/Registration Number:				
Marital status:	Single	Married ICOP ANC	Divorced	Other
Tax Income Reference / VAT number :				
Physical Address:	POSTAL CODE: _____			
Postal Address:	POSTAL CODE: _____			
Phone:				
Mobile:				
Email Address:				
Contact Details for entity <u>representative</u> :	Name and surname:	ID:		
		Email:		
		Mobile:		

B. THE PROPERTY HEREBY SOLD IN THE DEVELOPMENT KNOWN AS LA LUC ESTATE ON THE LAND AND MORE FULLY INDICATED ON THE SITE DEVELOPMENT AND PHASING PLAN, ANNEXURE "1"

Erf No.:	
Extent (m ²):	

C. PURCHASE PRICE (Inclusive of VAT):

C1. Property Purchase Price:	R
C2. Contract Sum (Building):	R
C3. Cost of Optional Extras:	R
C4. Total Purchase Price: (Property, Building and Optional Extras)	R



D. THE DEPOSIT

10 % Deposit (10% of the Property Purchase Price (as per C1. above), if a mortgage bond is required) payable to the Transferring Attorneys' Trust Account within 7 (seven) days from Signature Date ; or	R
30 % Deposit (30% of the Property Purchase Price (as per C1. Above), if no mortgage bond is required) payable to the Transferring Attorneys' Trust Account within 7 (seven) days from Signature Date:	R

E. MORTGAGE BOND

Agreement subject to mortgage loan	YES	NO
Bond Amount Required to purchase the Property and to construct the Dwelling Unit in terms of the Building Agreement:	(Insert <u>amount</u> or if no mortgage bond required insert "Not Applicable")	

F. AGENT

Agent:	
Referral Agent/Agency:	
Cell Number:	
Email address:	

G. TRANSFERRING ATTORNEYS

Name:	Werksmans Incorporated (Ref: H Kotzé)
Address:	2nd Floor, Block B, De Wagenweg Office Park, Stellentia Street, Stellenbosch
Phone number:	(021) 809 6000
Email address:	hkotze@werksmans.com

H. ESTIMATED TRANSFER DATE

The estimated Transfer Date is as soon as possible after the fulfilment of the Suspensive Conditions in clause 4.



1 INTERPRETATION

1.1 In this agreement, unless the context otherwise indicates:

1.1.1 **"Agent"** means the Agent/s referred to in paragraph F of the Schedule.

1.1.2 **"Agreement"** means this land sale agreement in respect of a single title residential erf ("Property").

1.1.3 **"Basic Facilities and Services Levy"** shall mean the monthly fee due and payable by the Purchaser in respect of the basic facilities and services provided at the Scheme as more fully detailed in clause 12 and the constitution of the OA.

1.1.4 **"Building Agreement"** means the Building Agreement to be concluded between the Purchaser and the Building Contractor, on the Signature Date of this Agreement, providing for the construction of the Dwelling Unit on the Property by the Building Contractor as defined in the Building Agreement.

1.1.5 **"Building Contractor"** means La Luc Estate Proprietary Limited, with Registration Number 2024/373631/07 or its nominee as the building contractor under the Building Agreement.

1.1.6 **"Business Day"** shall mean a day, other than a Saturday, Sunday or a public holiday in the Republic of South Africa.

1.1.7 **"Care Centre"** shall mean the healthcare facility to be erected at the Scheme and which will be owned and operated by the Seller (or its nominee), which facility may (subject to availability) be utilised by the Purchaser on a fee-for-service basis. It is recorded that the Care Centre will give preference to residents of the Scheme on a right-of-first refusal basis and a number of dedicated beds will at all times be reserved for residents of the Scheme.

1.1.8 **"Clubhouse"** means the central entertainment and social gathering facility forming part of the Scheme which the Purchaser will have access to.



- 1.1.9 **"Common Areas"** means the common areas comprising of the portion of the Development, not forming part of any Property including the Clubhouse, internal road/s and private open spaces in the Development, which will be transferred to the OA by the Seller prior to the expiration of the development period as provided for in the constitution of the OA.
- 1.1.10 **"CSOS"** shall mean the Community Schemes Ombud Service being the ombud service established under the Community Schemes Ombud Service Act 9 of 2011 including the regulations framed thereunder.
- 1.1.11 **"CPA"** means the Consumer Protection Act 68 of 2008, as amended.
- 1.1.12 **"Development"** means the housing development scheme in terms of the Retired Persons Act undertaken by the Seller on the Land known as La Luc Estate.
- 1.1.13 **"Direct Marketing"** means to approach a person, either in person or by mail or electronic communication, for the direct or indirect purpose of promoting or offering to supply, in the ordinary course of business, the property to the person.
- 1.1.14 **"Dwelling Unit"** the house to be constructed on the Property pursuant to the Building Agreement.
- 1.1.15 **"Land"** means Remainder of the Farm La Terra de Luc No. 1070 and Portion 9 of the Farm La Terra de Lucque No. 1075, Franschhoek, in the Municipality and Division of Stellenbosch, Province of the Western Cape, to be subdivided into single title residential erven and erven on which sectional title units will be developed, as indicated on the attached Site Development and Phasing Plan (**Annexure 1**) and as amended from time to time by the Seller in its sole discretion.
- 1.1.16 **"Levy"** means the contribution paid by an owner of a Property in the Development to the fund established by the OA of the Development to be



utilised for the security, utility costs, maintenance and upkeep of all the Common Areas.

- 1.1.17 **"Municipality"** means the Stellenbosch Municipality or its successor in law within whose boundaries and jurisdiction the Development is situated.
- 1.1.18 **"OA"** or **"Owners Association"** means La Luc Estate Management Association, being a management association founded in terms of a constitution as provided for in the Regulations Promulgated in GNR 1351 in terms of Section 11 of the Retired Persons Act.
- 1.1.19 **"Operator"** or **"Managing Agent"** means the Seller or such other person/entity appointed or nominated by the Seller from time to time to manage the Scheme on behalf of the Seller and the OA.
- 1.1.20 **"Optional Extras"** means the additional items and/or finishes not included in the standard finishes of the Building Agreement and as per the Purchaser's exception and discretion. The Optional Extra list is attached as **Annexure 2** to the Agreement.
- 1.1.20 **"PBL"** means the Stellenbosch Municipality's Land Use Planning By-Law 2023.
- 1.1.21 **"Parties"** means the Seller and the Purchaser.
- 1.1.22 **"Personal Information"** means information relating to identifiable, living, natural persons and identifiable juristic persons, as envisaged in POPIA, specifically including but not necessarily limited to the following:
- 1.1.22.1 information relating to the race, gender, sex, marital status, age, physical or mental health, well-being, disability, religion, culture, language, birth, medical, financial and criminal history;
- 1.1.22.2 name, identity number, registration number (if applicable), e-mail address, physical address, telephone number, location information;



- 1.1.22.3 the biometric information (such as fingerprints, etc.).
- 1.1.23 "**POPIA**" means the Protection of Personal Information Act 4 of 2013, including regulations framed thereunder.
- 1.1.24 "**Property**" means the subject matter of this sale as defined in paragraph B of the Schedule.
- 1.1.25 "**Property Purchase Price**" means the Purchase Price described in paragraph C of the Schedule and clause 5 of the Agreement.
- 1.1.26 "**Purchaser**" means the Party recorded in paragraph A2.1 and A2.2 of the Schedule.
- 1.1.27 "**Retired Persons Act**" shall mean the Housing Development Scheme for Retired Persons Act No 65 of 1988, as amended, substituted or re-enacted from time to time, and all Regulations framed thereunder.
- 1.1.28 "**Site Development and Phasing Plan**" means the Site Development and Phasing Plan approved by the Municipality and on which the Property is indicated and more fully described (**Annexure 1** hereto).
- 1.1.29 "**Schedule**" means the Schedule contained in the first part of this Agreement.
- 1.1.30 "**Scheme**" shall mean the Development, as depicted on the Site Development Plan and Phasing Plan, including any extension thereof from time to time, developed or to be developed by the Seller and known as La Luc Estate.
- 1.1.31 "**Seller**" means the Party recorded in paragraph A1 of the Schedule.
- 1.1.32 "**Signature Date**" means the date on which the last party to this Agreement has signed the Building Agreement.



- 1.1.33 **"Transfer Date"** means the date of registration of transfer of the Property in the name of the Purchaser.
- 1.1.34 **"Transferring Attorneys"** means the attorneys recorded in paragraph G of the Schedule.
- 1.1.35 **"VAT"** Value-Added Tax payable in terms of the Value-Added Tax Act 89 of 1991, as per the VAT rate applicable from time to time (the current rate being recorded as 15%).
- 1.2 The clause headings are for convenience and shall be disregarded in construing this Agreement.
- 1.3 Unless the context clearly indicates a contrary intention:
- 1.3.1 words importing:
- 1.3.1.1 the singular shall include the plural and vice versa;
- 1.3.1.2 a reference to any one gender shall include the other genders; and
- 1.3.1.3 a reference to natural person includes legal persons and vice versa;
- 1.3.2 words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause form part and in subsequent clauses, bear the meaning assigned to such words and expressions in that sub-clause;
- 1.3.3 words and expressions defined in this Agreement, shall bear the same meaning in schedules or annexures to this Agreement save where they conflict with words and expressions defined in such schedules or annexures, in which event the latter shall prevail;
- 1.3.4 when any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day fall on a Saturday, Sunday, or proclaimed public holiday in the Republic



of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;

- 1.3.5 any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the Signature Date, and as amended or substituted from time to time;
- 1.3.6 if any provision in a definition is a substantive provision conferring a right or imposing an obligation on either Party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Agreement;
- 1.3.7 the use of the word "**including**", "**includes**" or "**include**" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s.
- 1.4 This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 1.5 The Parties agree that each clause of this Agreement is separate and severable from the remaining provisions hereof and if any provision of this Agreement is or is retrospectively found to be defective or rendered unenforceable then only that provision shall be deemed to be modified to the extent and in the manner necessary to render it consistent with the enactment rendering it unlawful, or if such modification is impossible to be *pro non scripto*. The remaining clauses shall continue to be of full force and effect.
- 1.6 The terms of this Agreement having been negotiated, the rule of interpretation which prescribes that, in the event of ambiguity, a contract should be interpreted against the party responsible for its drafting, shall not be applied in the interpretation of this Agreement.
- 1.7 The Annexures to this Agreement are deemed to be incorporated in and form part of the Agreement.



2 RECITAL

- 2.1 The Seller is undertaking the Development, known as La Luc Estate in Franschhoek in accordance with the provisions of the Retired Persons Act.
- 2.2 The Development which will be undertaken in phases comprising of 91 (ninety-one) freestanding single storey houses and an estimated 60 (sixty) sectional title units (subject to approval by the Municipality of the amendment application of the current Site Development and Phasing Plan (**Annexure 1**) to be submitted by the Seller), the Care Centre and other necessary buildings as shown on the Site Development and Phasing Plan duly approved by the Municipality in terms of the PBL (**Annexure 1**).
- 2.3 It is further recorded that the Developer intends to extend the Scheme by the development of additional dwelling units as sectional title units or single residential units on the Land (and the adjacent land) on which the Development is undertaken, and the incorporation of the additional dwelling units into the Scheme.
- 2.4 The Purchaser wishes to purchase and the Seller is agreeable to sell to the Purchaser, the Property, upon the terms and conditions herein simultaneous with the conclusion of the Building Agreement.
- 2.5 At the time of the Transfer Date -
- 2.5.1 The Property shall not in any way be encumbered by any mortgage bond; and
- 2.5.2 The title deed of the Property shall, if applicable, be endorsed in terms of Section 4C of the Retired Persons Act.

3 SALE AND PURCHASE

The Seller sells to the Purchaser who hereby purchases from the Seller the Property upon the terms and conditions herein.



4 **SUSPENSIVE CONDITIONS**

- 4.1 The Agreement is subject to the fulfilment of the conditions precedent mentioned in clauses 4.1.1, 4.1.2, 4.1.3 and 4.2 hereunder, failing which the Agreement will lapse and be of no force and effect and the deposit paid by the Purchaser in terms of clause 5.1.1 below plus interest accrued thereon will be refunded to the Purchaser:
- 4.1.1 The Seller obtaining transfer of the Land and if applicable, procuring the necessary endorsement of the title deed of the Land in terms of Section 4C(1)(a) of the Retired Persons Act to the effect that the Land is subject to a housing development scheme.
- 4.1.2 The simultaneous conclusion of the Building Agreement.
- 4.1.3 The Purchaser obtaining mortgage finance (if applicable), within a period of 30 (thirty) days from the Signature Date, for an amount not less than the total of the amount specified in paragraph E of the Schedule.
- 4.1.3.1 Application shall be made to such financial institutions as may be selected by the Purchaser for such mortgage loan/s forthwith. The Purchaser agrees and undertakes to pursue all reasonable sources of mortgage finance and to do all things necessary to procure the grant of a loan (including but not limited to the signing of documents and the furnishing of relevant information).
- 4.1.3.2 The condition as set out in clause 4.1.3 will be deemed fulfilled once the said financial institution has issued a written quotation in terms of Section 92(2) of the National Credit Act 34 of 2005 to the Purchaser upon the terms and conditions set out therein, and a copy of such quotation to be provided to the Seller or Transferring Attorneys.
- 4.1.3.3 The condition in clause 4.1.3 is imposed solely for the benefit of the Purchaser, who may waive compliance therewith by communicating such waiver to the Seller or the Transferring Attorneys in writing at any time before the expiry of the abovementioned 30-day period in which



event the deposit amount will be increased to 30% (thirty percent) of the Total Purchase Price (as contained in paragraph D of the Schedule) and the Purchaser shall pay the additional amount of 20% of the deposit within 7 (seven) days of the date of the notice of the said waiver.

- 4.1.4 In the event of a Purchaser obtaining mortgage loan approval for less than the required amount specified in paragraph E of the Schedule, the due date for the mortgage loan approval is automatically extended by a further 10 (ten) Business Days in order for the Purchaser to resolve any shortfall applicable.
- 4.2 The Agreement is further subject to the suspensive condition that the building plans as set out in the Building Agreement are approved within 6 (six) months of the Signature Date. This condition is imposed for the benefit of the Seller who may waive the condition at any time before the expiry thereof or alternatively extend the date for fulfilment thereof for a further period of not exceeding 90 (ninety) days by giving the Purchaser written notice thereof.

5 PURCHASE PRICE AND PAYMENT

- 5.1 The Property's Total Purchase Price payable by the Purchaser to the Seller shall be the amount described in paragraph C of the Schedule, which amount is inclusive of VAT and payable as follows:
- 5.1.1 The Purchaser shall pay the deposit recorded in paragraph D of the Schedule within 7 (seven) days of the Signature Date to the Transferring Attorneys in trust, which amount shall be invested by the Transferring Attorneys in a separate interest-bearing trust account, with the Interest earned thereon to accrue for the benefit of the Purchaser until the Transfer Date. The Purchaser is aware that he/she will be required by the Transferring Attorneys to provide proof of identity and residence as required in terms of the Financial Intelligence Centre Act 38 of 2001 and consequently any amounts payable by the Purchaser on account of the Purchase Price to the Transferring Attorneys cannot be invested by them in a separate interest bearing trust account and accordingly interest cannot



accrue thereon, until such time as the FICA requirements of the aforesaid Act have been met.

- 5.1.2 The Purchaser shall pay to the Seller or its nominee the balance of the Property Purchase Price (being the Property Purchase Price less the Deposit) upon the Transfer Date, payment whereof shall be secured by a bank guarantee on such conditions to the reasonable satisfaction of the Seller which guarantee the Purchaser shall furnish to the Transferring Attorneys within 30 (thirty) days of a written request having been made therefor by the Transferring Attorneys. The request by the Transferring Attorneys shall however not be made prior to the fulfilment of all the suspensive conditions recorded in clause 4 of the Agreement.
- 5.1.3 The Purchaser may in lieu of the furnishing of a bank guarantee, pay the balance of the Property Purchase Price in cash to the Transferring Attorneys, in trust. Any such amount paid by the Purchaser to the Transferring Attorneys shall pending the Transfer Date be invested by the Transferring Attorneys with the deposit in a separate interest-bearing trust account as provided for in clause 5.1.1.
- 5.2 All or any payments shall be made at Cape Town, free of exchange and charges, and without any deduction or set-off whatsoever to the Seller. All bank exchange and charges shall be for the account of the Purchaser.
- 5.3 In the event that the VAT rate increases or decreases after the Date of Signature in such a manner that the VAT payable on the Property is increased or decreased, the Seller shall give the Purchaser notice of its intention to increase or decrease the Property Purchase Price and Construction Sum as defined in the Building Agreement accordingly, which increase or decrease in the Property Purchase Price, Construction Sum and Optional Extra's will be accepted by the Purchaser.

6 TRANSFER AND TRANSFER COSTS



- 6.1 Registration of transfer of the Property shall be undertaken by the Transferring Attorneys and shall be given and taken as soon as reasonably possible after Signature Date.
- 6.2 The Purchaser shall pay all costs necessarily incurred to enable registration of the Property into his name, the costs of drawing up all documents, and all other costs which must be incurred to comply with any statutory or other provisions or regulations with respect to the transfer of the Property, plus VAT on the amounts mentioned above. These costs, as estimated by the Transferring Attorneys, shall be paid within 7 (seven) days after the Purchaser is requested to do so.
- 6.3 The Purchaser shall not be entitled to delay transfer or withhold any monies by virtue of the fact that any improvements of any of the erven comprising the Development are not fully completed on the date that transfer is tendered to him.
- 6.4 **Each of the Parties hereby undertake to sign and/or execute all documents necessary to effect transfer of the Property and return same and all other documents, resolutions, certificates and payment of the transfer costs and fees as determined by the Transferring Attorneys within 7 (seven) Business Days after having been requested to do so.**

7 BUILDING AGREEMENT

The Parties record that the Property is sold on a plot-and-plan basis and that simultaneously with the signing hereof the Purchaser will enter into the Building Agreement with the Building Contractor.

8 POSSESSION, OCCUPATION AND RISK

- 8.1 **Possession and vacant occupation of the Property for purposes of commencement of the Building Agreement shall be given to the Purchaser on Transfer Date, from which date all the benefit and risk of profit and loss in respect of the Property shall pass to the Purchaser, subject to the terms and conditions of the Building Agreement.**



- 8.2 The Purchaser acknowledges that on the Transfer Date the Development shall not yet have been completed. The Purchaser accordingly acknowledges that he/she might be subjected to the normal noise and other inconvenience emanating from building construction in and around the Development and during the development phase.

9 OWNERS ASSOCIATION

It is recorded that –

- 9.1 **An Owners Association (OA) is to be established for the Scheme (including any extensions of the Scheme) in terms of the Retired Persons Act and the Regulations promulgated under the said Act. The functions of the OA will be set out in its constitution, including the matters referred to in the aforesaid Regulations and in particular to manage and maintain the Common Areas and security aspects of the Development to the benefit of all its members.**
- 9.2 **The Purchaser acknowledges that upon taking transfer of the Property he/she will become a member of the OA upon its registration and will be obliged to comply with all the obligations imposed upon members of the OA in terms of its Constitution, including the obligation to pay levies to the OA as determined by the OA from time to time.**
- 9.3 **The Purchaser furthermore undertakes, prior to the Transfer Date, to sign any documents that may be reasonably required or prescribed by the OA and/or the Seller in order to become a member of the OA.**
- 9.4 **The Purchaser acknowledges that he/she will not be entitled to sell, alienate or give transfer of the Property unless the prior written consent of the OA has been obtained, which consent the OA will not issue unless the Purchaser (as member of the OA) is in compliance of all his/her obligations in terms of the aforesaid Constitution, including, but not limited to the payment by the Purchaser of all his/her outstanding levies and such other amounts of whatever nature owing by the Purchaser to the OA. The Seller will be entitled to incorporate an appropriate condition to the aforesaid**



effect in the deed of transfer in terms whereof the Property or any portion thereof is transferred to the Purchaser.

- 9.5 **It is an important term and condition of the OA Constitution that against the resale of the Property by the Purchaser to any third party, a fee of 1,5% (one comma five percent) of the sales value of the Property, will be due and payable to the OA on date of registration of the Property, as a contribution toward the OA for the long-term maintenance and costs to be incurred by the OA.**

10 RESALE OF PROPERTY BY THE PURCHASER

- 10.1 The Purchaser may not sell or alienate the Property nor advertise for sale, prior to the completion of the house (dwelling) on the Property in terms of the Building Agreement, unless the prior written consent has been procured from the Seller.
- 10.2 In the event that the Purchaser wishes to sell or alienate the Property or advertise for sale at any time prior to the date referred to in clause 10.1 above, then the Purchaser should apply to the Seller in writing for its consent. The Seller may in its own unfettered discretion grant or refuse its consent. In the event that the Seller grants its consent to such sale, it may impose such conditions for the sale of the Property by the Purchaser as the Seller may deem appropriate in the circumstances..
- 10.3 Should the Purchaser decide to sell the Property, at any time during (subject to the consent of the Seller) the development phase or thereafter, or after the development phase, the Purchaser will appoint the Seller (or its nominee) on a sole and exclusive basis (for a minimum period of 90 days), to sell the Property on behalf of the Purchaser. This provision is recorded and included to protect the value for all property owners in the Scheme and to allow for the continued guidance, involvement and control of the Scheme by the Seller and its nominees.
- 10.4 Should the Seller not exercise its right of first refusal to buy the Property (within 7 days from written notice), nor be successful in selling the Property in lieu of the exclusive mandate awarded to the Seller (or his nominee) within the 90-day period, the Purchaser will have the right to market and sell the Property to the



open market, in his/her own discretion, albeit always subject to a 7-day right of first refusal in favour of the Seller, should a bona fide offer be obtained in writing from any third party.

11 INFORMATION AND STATEMENTS SUPPLIED IN COMPLIANCE WITH SECTION 4 OF THE ACT

11.1 The Seller adheres to the provisions of the Retired Persons Act and therefore specifically records the following -

11.1.1 **The names of the Purchaser and the Seller, their residential address and/or business address in the Republic.**

11.1.1.1 This information can be found at paragraph A of the Schedule.

11.1.2 **A concise description of the legal basis upon which the Property is to be alienated.**

11.1.2.1 The ownership in the Property is alienated by the Seller to the Purchaser in terms of this Agreement (as detailed in clauses 2 and 3 of the Agreement).

11.1.3 **The duration of the Property and other limitations thereof.**

11.1.3.1 On the Transfer Date the Purchaser shall acquire full and free ownership of the Property.

11.1.4 **A statement as to whether the Property is registerable and if the title deed will be endorsed.**

11.1.4.1 The Property will become registerable upon approval by the Surveyor General of a general plan for the Land upon which the Property is shown as an erf. The title deed of the Land and the Property will be endorsed in terms of Section 4C of the Retired Persons Act, as required and as provided for in clause 4 of the Agreement.



- 11.1.5 **A description of the Property concerned, including the erf and unit member (if any), the extent thereof and the magisterial district in which it is situated.**
- 11.1.5.1 See paragraph B of the Schedule, clause 1.1.15 and Annexure A of the Agreement.
- 11.1.6 **A statement as to whether the Property is held by the Seller by virtue of ownership or otherwise.**
- 11.1.6.1 The Seller has purchased the Land and will be the registered owner of the Land and the Property on the Transfer Date when the Property will be transferred to the Purchaser. See clause 4.1.1 of the Agreement.
- 11.1.7 **If the Seller is not the owner of the Property , the name and address of the owner, the nature of the Seller's right to the Property; the period for which the right is being held; the obligations (if any) of the Seller, arising from the right; and a statement of the place where and the hours during which a document which confirms the existence of the right, or a certified copy thereof, may be inspected.**
- 11.1.7.1 Not applicable. See clause 11.1.6.1 of the Agreement.
Seller intends to register a mortgage bond over the Land and the Property will be released from the mortgage bond upon transfer of the Property to the Purchaser
- 11.1.8 **If the Property is encumbered by a mortgage bond, the name and address of the person in favour of whom, or, in the case of a participation bond, the name and address of the relevant nominee company contemplated in the Participation Bonds Act, 1981 (Act No. 55 of 1981), in favour of which, the mortgage bond is registered at the time the contract is concluded; and the outstanding balance owing by the mortgagor in terms of the mortgage bond.**
- 11.1.8.1 A mortgage bond will be registered over the Land. The Property shall be released from the mortgage bond over the Land and be transferred unencumbered.



- 11.1.9 **In the case of a housing interest consisting of a right of occupation, the amount, if any of the consideration payable by the Purchaser which will be applied by the Seller in reduction of the outstanding balance owing by the mortgagor in terms of the mortgage bond.**
- 11.1.9.1 Not applicable. See clause 11.1.3.1 of the Agreement.
- 11.1.10 **The amount or nature of the consideration concerned, the annual rate at which interest (if any) is to be paid on any balance in respect of the consideration, the amount, or the method of determining the amount, of each instalment payable in terms of the contract in reduction or settlement of the consideration concerned (if any), the due date, or the method of determining the due date, of each such instalment.**
- 11.1.10.1 Not applicable. See clause 11.1.3.1 of the Agreement.
- 11.1.11 **If a certificate contemplated in Section 6(1) of the Retired Persons Act has not been issued at the time that this Agreement is concluded, the latest date by which such certificate, subject to Section 6(2) of the Retired Persons Act, will be issued and a copy thereof furnished to the Purchaser.**
- 11.1.11.1 Section 6(1) of the Retired Persons Act is not applicable, as the Seller shall issue the Purchaser with an irrevocable and unconditional bank guarantee as provided for in Section 6(3)(b) of the Retired Persons Act prior to the Date of Transfer.
- 11.1.12 **A statement of the place where and the hours during which rules (if any), in accordance with which the Property concerned is to be utilised, may be inspected.**
- 11.1.12.1 See clauses 12 and 14 of this Agreement.
- 11.1.13 **A statement -**



(i) **of the location, nature and extent of any facilities or services which are to be provided or rendered in connection with the Property concerned:**

11.1.13.1 See clauses 12 and 13 of the Agreement.

(ii) **of the rights and obligations of the Purchaser in connection with the utilisation of those facilities or services:**

11.1.13.2 See clauses 12 and 13 of the Agreement.

(iii) **without derogating from the above, as to whether any such facility or service provides for the care of debilitated persons:**

11.1.13.3 Purchasers whose state of health has debilitated may be transferred to a Care Centre within the Scheme (if beds are available). The Care Centre may be operated by a third-party operator(s) appointed or nominated by the Seller.

(iv) **of the date by which the facilities or services contemplated in subparagraphs (i) and (iii) above will be provided or rendered.**

11.1.13.4 The facilities and services will be available to the Purchaser subject to the payment of the Levies as stipulated in the constitution of the OA and, where applicable, subject to availability and completion of the facilities in accordance with the phased development of the Scheme.

11.1.14 **A statement of the official language chosen by the Purchaser under Section 3 of the Retired Persons Act.**

11.1.14.1 This Agreement is drawn in English (an official language of the Republic of South Africa) and the Purchaser by his/her/their signature hereto acknowledges that he/she/they has/have read and understand(s) the contents thereof.

11.1.15 **The date on which the Purchaser will become entitled to utilise the Property.**



- 11.1.15.1 The Purchaser will be entitled to utilise the Property with effect from the Transfer Date and subject to the Building Agreement. See clause 8 of the Agreement.
- 11.1.16 **If applicable, the date upon which the risk of the Property will pass to the Purchaser.**
- 11.1.16.1 See clause 8.1 of the Agreement.
- 11.1.17 **A statement of the obligation (if any) of either the Seller or the Purchaser to insure the subject matter of the Agreement.**
- 11.1.17.1 The OA shall insure the building(s) forming part of the common areas of the Development; and
- 11.1.17.2 The risk and benefit of ownership in the Property passes to the Purchaser on the Transfer Date from which date the Purchaser is responsible for any insurance in respect of the Property. It is the responsibility of the Purchaser to insure the contents of the Property as well as his/her/their personal effects, household items and other movable property.
- 11.1.18 **A statement -**
- (i) **of any amount which, in terms of any law, is payable in respect of the Property as endowment, betterment or enhancement levy, a development contribution or any similar imposition, and an indication of the person to whom and the person by whom it is payable;**
- 11.1.18.1 None.
- (ii) **that no amount contemplated in (i) is payable in respect of the Property, if such is the case:**
- 11.1.18.2 There is no amount in terms of any law payable in respect of the Property as endowment, betterment or enhancement levy.



- 11.1.19 **An indication of the party who is liable for the payment of the costs of the drafting of the Agreement and (if applicable) the transfer of the Property.**
- 11.1.19.1 The Seller shall pay the costs of the preparation of the Agreement and the Purchaser the costs as set out in clause 26 of the Agreement.
- 11.1.20 **If the Seller is the owner of the Property, an undertaking by him that the Property will not be encumbered or further encumbered by a mortgage bond, as the case may be.**
- 11.1.20.1 The Seller is, alternatively will be at the date of Transfer, the registered and lawful owner of the Property and hereby gives an undertaking that the Property will be released from the operation of any mortgage bond registered over the Land and the Property be transferred to the Purchaser free from the operation of any mortgage bond from the Seller.
- 11.1.21 **If applicable, the period within which the Purchaser is obliged or may be compelled to take transfer of the Property against simultaneous payment of all amounts owned by him in terms of the Agreement.**
- 11.1.21.1 As soon as possible after fulfilment of the conditions precedent in clause 4 of the Agreement.
- 11.1.22 **An estimate for a period of 3 (three) years in advance, of all expenditure for the control, management and administration of the Scheme and all services and facilities concerned, and an indication of the person or persons who will be liable for the payment thereof, and a statement that over and above any levy contemplated in 11.1.23, the Purchaser will not be liable for the payment of any such expenditure.**
- 11.1.22.1 As soon as possible after fulfilment of the conditions precedent in clause 4 of the Agreement and prior to the Transfer Date, an estimate will be provided.



- 11.1.23 **A statement of the basis upon which any Levy payable by the Purchaser is to be calculated, and an estimate, for a period of 2 (two) years in advance, of the amount of the Levy.**
- 11.1.23.1 As soon as possible, but prior to fulfilment of the conditions precedent in clause 4 of the Agreement. The indicative levy is currently estimated at approximately R3,000.00 (three thousand Rand) – R5,000.00 (Five Thousand Rand) per month, per Property.
- 11.1.24 **A reference to the rights and remedies of the Purchaser in terms of Sections 4(3), 8 and 9 of the Retired Persons Act.**
- 11.1.24.1 See clause 14 of the Agreement.
- 11.1.25 **A statement as to the percentage of the total number of dwelling units or sectional title units in the Development concerned which is reserved for alienation to retired persons only.**
- 11.1.25.1 All erven in the Scheme are to be occupied exclusively by natural persons, as defined per the Retired Persons Act over the age of 50 (fifty) years of age, and/or their partners, excluding the residential accommodation occupied by essential staff. Where the Property is jointly occupied by two persons, then at least one of them shall be 50 (fifty) years of age or older.
- 11.1.26 **A concise outline of the management structure or proposed management structure of the Development concerned.**
- 11.1.26.1 A constitution for the OA and approved by the CSOS OMBUD will contain and set out the management structure and rules of the Scheme subject to the Retired Persons Act and the Regulations under the said Act.
- 11.1.26.2 The information or disclosure required in terms of the regulations to the Retired Persons Act are as set out below:
- 11.1.26.2.1 **Regulation 5k) - A statement as to whether or not the Seller has any direct or indirect interest in the Operator.**



The Seller is the Developer and Operator and as owner of the Property, has a direct interest in the financial affairs and day-to-day operations, control and management of the Scheme.

11.1.26.2.2

Regulation 5(u) - Particulars of any housing development scheme in which the Seller was directly or indirectly involved in any capacity, including as an architect, developer or otherwise.

Shareholders and or associated entities of the Seller were involved in the numerous housing developments. Please refer to the developer's website for more information:

www.staytus.co.za

11.1.26.2.3

Regulation 6 - Appointment of Operator

The Seller shall have the right to appoint or nominate from time to time an Operator for the entire Scheme and/or for the Care Centre, as per its sole discretion.

11.1.27

Establishment of a Residents Committee

11.1.27.1

A Residents Committee ("**Rescom**") shall be established and Purchasers within the Scheme may be elected as members of the Rescom, to serve as representatives of all Purchasers on the OA.

11.1.27.2

The process for nomination and election as well as the functions of Rescom are detailed in and regulated by the house rules.

12 BASIC SERVICES AND FACILITIES

12.1

The basic facilities and services to be provided or rendered by the Operator (nominated and appointed by the OA) shall include the following:

12.1.1

Perimeter security and access control, including the maintenance and testing of all security systems. This service also includes the provision of security



personnel and off-site surveillance monitoring services on a 24/7 manned security basis;

- 12.1.2 24-hour emergency and medical notification system managed and controlled via the security control room. This service will specifically exclude all medical costs such as paramedic, clinic, ambulance, hospital and medical practitioner costs and charges and similar charges, which costs and charges will be for the Purchaser's direct account;
- 12.1.3 All building and public liability insurance;
- 12.1.4 Fees payable to CSOS and any other home owner's association fees or levies relating to the Scheme;
- 12.1.5 All communal gardens and communal areas maintenance, including irrigation. This service will also include the enhancement of all communal gardens, including the replacement of plants, trees, grass, irrigation equipment and similar items, if and when required;
- 12.1.6 Cleaning of all roads, pathways, parking areas, hard land surfaces and similar communal land;
- 12.1.7 Provision of occupational health and safety services, including but not limited to servicing and maintenance of all fire equipment, public address systems and health and safety consulting services;
- 12.1.8 Provision of monthly Levy invoices, monthly statements, general accounting, taxation, legal, information technology, payroll and administration services;
- 12.1.9 Access to and use of the Clubhouse and all facilities housed therein;
- 12.1.10 General cleaning, including pest control and deep cleaning services of communal areas, the Clubhouse and all facilities housed therein;



- 12.1.11 Cleaning of all the windows of the communal buildings, the Clubhouse and any other buildings. This service will specifically exclude all houses within the Scheme that are privately owned;
- 12.1.12 Municipal rates, electricity, water, sewerage, refuse and recycling charges related to the communal areas, the Clubhouse and any facilities housed therein. This service specifically excludes such services provided to individual Units and the Care Centre;
- 12.1.13 Expenses incurred to monitor, analyse and, if required, object to all municipal rates and utility charges raised by the local authority pertaining to the Scheme;
- 12.1.14 Repairs and maintenance to all communal facilities, including the gate house, Clubhouse, gymnasium, swimming pool and other similar facilities;
- 12.1.15 Regular monthly maintenance of all capital items and facilities, including lifts, generators, security equipment, technology-based equipment, pumps, heaters, swimming pool equipment, air-conditioning units of communal areas, among other similar items;
- 12.1.16 Employing and/or contracting an adequate complement of qualified staff and/or service providers to ensure that all services specified in this clause 12 are adequately provided;
- 12.1.17 Such additional services which the Operator acting in its sole discretion deems to be of an operational nature.
- 12.2 The Operator will be entitled to add additional operational services and facilities, from time to time, the cost of which will be for the Purchaser's account and recovered via the Levy.
- 12.3 The Basic Facilities and Services Levy is invoiced monthly in advance.

13 HEALTHCARE FACILITIES AND SERVICES



13.1 The healthcare facilities and services (Care Centre) that will be provided by the Seller or its nominee at the Scheme, may be on an outsourced basis and shall include the following:

13.1.1 The Care Centre and related services including sub-acute services, frail care services and memory care services may be provided at the Scheme;

13.1.2 The Care Centre and related services may be utilised by the Purchaser subject to availability and at the Purchaser's own cost;

13.1.3 Should the Seller elect to provide the Care Centre and related services at the Scheme, then the cost of the Care Centre and related services will be recovered on the following basis:

13.1.3.1 The operational and administrative costs of the frail care, home care and sub-acute services will be recovered individually from each Purchaser (or out-patient) making use of the Care Centre or its services offered and will be based upon a market related fee for such services. This fee will be invoiced monthly in advance.

13.1.3.2 All medical consumables and/or medical procedures as well as any other similar medical costs associated with the Care Centre will be recovered individually from each Purchaser (or out-patient) based upon the actual use by each individual Purchaser (or out-patient). This cost recovery will be invoiced monthly in arrears.

14 COMPLIANCE WITH THE RETIRED PERSONS ACT

The Parties acknowledge and agree that this Agreement is compliant with the provisions of the Retired Persons Act, and in particular acknowledge the provisions of clause 11 of the Agreement, specifically the rights contained in Sections 4(3) (statutory requirements to be contained in the Agreement) and Sections 8 and 9 (relating to the cancellation of contracts and statutory relief) of the Retired Persons Act.

15 DIRECT MARKETING



Should the provisions of the CPA apply to this Agreement and conclusion of this Agreement be the result of Direct Marketing, the Purchaser is hereby reminded of his/her/their right to cancel this Agreement within a period of 5 (five) Business Days from the Signature Date.

16 PERSONAL INFORMATION

16.1 The Purchaser hereby:

16.1.1 Warrants that his/her/their Personal information contained in this Agreement or otherwise provided by him/her/them is true, correct and up to date as at the Signature Date and undertakes to inform the Seller and the Operator without delay as and when his/her/their Personal Information changes;

16.1.2 Consents to his/her/their Personal Information - whether contained in this Agreement or otherwise provided by the Purchaser, and/or lawfully obtained by the Seller and/or the Operator - being processed, used and stored by the Seller and/or the Operator for purposes of: -

16.1.2.1 maintaining a record of the Purchaser;

16.1.2.2 providing access to the Development as well as related services and facilities available thereat to the Purchaser;

16.1.2.3 communicating with him/her/them in relation to all matters pertaining to this Agreement and the Development (including but not limited to security, maintenance, activities, clubs, events, services, etc.); and

16.1.2.4 any other lawful purpose as envisaged in POPIA and/or other legislation from time to time;

16.1.3 consent and agree to the Seller and the Operator:

16.1.3.1 contacting his/her/their immediate family members and/or next of kin and/or medical practitioner(s) in cases of emergency (medical or otherwise), where there is concern over the Purchaser's wellbeing or



when the Purchaser appears to be unreachable. To this end the Purchaser confirms that, to the extent necessary and/or as required by law, he/she/they have obtained the necessary consent from his/her/their immediate family members and next of kin to provide their Personal Information to the Seller and the Operator;

- 16.1.3.2 sharing his/her/their Personal Information with:
 - 16.1.3.2.1 emergency, medical and other service providers, his/her/their immediate family members and next of kin, insofar as it is deemed necessary for procuring medical attention when required (including in cases of emergency or where there is concern over the Purchaser's wellbeing) and for the provision of agreed services (medical or otherwise) and/or
 - 16.1.3.2.2 other third parties (including law enforcement agencies and government departments) to the extent necessary and/or required by law from time to time;
- 16.1.4 acknowledge that he/she/they will have no claim against the Seller and/or the Operator arising out of or in connection with his/her/their Personal Information being shared as envisaged in this clause 16, for any lawful purpose and/or as otherwise required by law;
- 16.1.5 agree to the storing of his/her/their Personal Information for statistical purposes for a period of 10 (ten) years after the date of termination (for whatever reason) of this Agreement or for such additional/longer period as may be required by law, and thereafter indefinitely provided that the data has been sufficiently de-identified.
- 16.2 For purposes of this clause 16 reference to the Seller and the Operator shall in each case be deemed to include a reference to its respective associated entities, directors, designated employees and service providers, from each of whom the Seller and/or the Operator (as the case may be) will obtain the necessary undertaking to comply with the confidentiality provisions of POPIA before sharing the Purchaser's Personal Information with them.



17 INDULGENCES

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

18 CO-OPERATION / SIGNATURE OF DOCUMENTS

The Purchaser undertakes, upon demand to sign all documents and do all things necessary to fulfil the terms hereof. Such signature shall be effected within 5 (five) days of such demand and if the documents are signed other than at the offices of the Transferring Attorneys, the signed documents shall be delivered to the Transferring Attorneys within 3 (three) days of signature.

19 JOINT AND SEVERABLE LIABILITY

In the event that the Agreement is signed by more than one person as Purchaser, the obligations and liability of all the signatories shall be joint and several. This means that any one of the Purchasers could be held liable for all of the obligations of the Purchaser in terms hereof.

20 COMPANY/CLOSE CORPORATION TO BE FORMED

20.1 In the event of the Purchaser being a Company or a Close Corporation to be formed the signatory for the Purchaser shall be personally liable for all the obligations of the Purchaser as though he contracted in his personal capacity if:

20.1.1 The company or close corporation (as the case may be) in respect whereof he acts as representative is not incorporated within 30 (thirty) days of Signature Date hereof; and

20.1.2 The company or close corporation having been incorporated fails to adopt and ratify unconditionally this transaction without modification within 7 (seven) days of date of incorporation.



- 20.2 Upon timeous formation of the said company or close corporation and due and timeous ratification and adoption of this transaction as aforementioned the said signatory shall become liable to the Seller as surety for and co-principal debtor with the company or close corporation for its obligations as Purchaser in terms of this Agreement under renunciation of the benefits of excussion and division.
- 20.3 In the event of the Purchaser being a company or close corporation, or any other form of person other than a natural person, the signatory for the Purchaser by his signature hereto binds himself as surety for and co-principal debtor in solidum with the Purchaser.
- 20.4 This clause means that if the Purchaser cannot perform his obligations herein the person who signs this Agreement on behalf of the Purchaser will be liable in his personal capacity to fulfil the obligations of the Purchaser.

21 ESTATE AGENT

- 21.1 The Purchaser acknowledges that the Agent/Agents recorded in paragraph F of the Schedule was the only agent/agents who introduced him/her to the Property and that he was not introduced to the Property by any other agent. If this Agreement is cancelled as a result of the Purchaser's breach, the Purchaser shall be liable to the Agent/Agents for its commission. The Seller will be responsible to pay the commission to the Agent recorded in this transaction, except in the instance of default by the Purchaser.
- 21.2 The Agent will be paid commission on the Transfer Date and thereafter against all subsequent payment milestones, as recorded in the Building Agreement (on the Construction Sum).

22 BREACH

- 22.1 Subject to the provisions of Section 8 of the Retired Persons Act: in the event of the Purchaser failing to comply with any of his obligations in this Agreement, and fails to remedy his breach within 7 (seven) Business Days after notice by the Seller to the Purchaser calling upon the Purchaser to remedy his breach the Seller shall be entitled either:



- 22.1.1 To cancel this Agreement; or
- 22.1.2 To demand specific performance from the Purchaser, by requiring the Purchaser to make immediate payment of the full Purchase Price and to fulfil all his further obligations in terms of this Agreement;
- 22.1.3 And in either event, to claim damages from the Purchaser.
- 22.2 Notwithstanding the aforesaid, if the Purchaser fails to timeously make payment of the deposit referred to in clause 5.1.1 of the Agreement, the Seller shall be entitled to summarily cancel this Agreement and shall not be required to give notice to the Purchaser in terms of clause 22.1.
- 22.3 Should the Seller cancel this Agreement:
 - 22.3.1 The Seller shall be entitled to obtain immediate repossession and occupation of the Property;
 - 22.3.2 The Purchaser shall have no claim in respect of variations or improvements to the Property.
- 22.4 Upon cancellation of the Agreement in terms of clause 22.1 the Seller shall be entitled to retain all monies, including but not limited to the deposit paid by the Purchaser on account of the Purchase Price, costs or otherwise in terms of or pursuant to this Agreement. The Seller shall be entitled to set-off the amount so retained against the Seller's damages.
- 22.5 Should the Seller take steps against the Purchaser pursuant to a breach by the Purchaser of this Agreement, the Seller shall, in addition to the rights aforementioned, be entitled to recover from the Purchaser who shall be liable to the Seller for payment of all the Seller's legal costs and agent's commission incurred on the scale between Attorney and own client, including tracing fees and collection commission paid by the Seller.



- 22.6 Upon cancellation of this Agreement, the Building Agreement will also be cancelled forthwith and any claim for commission by the Agent will be nullified.

23 NOTICES AND DOMICILIUM

- 23.1 For the purposes of this Agreement, the Parties choose as *domicilium citandi et executandi* ("domicile addresses") their respective addresses recorded in the Schedule.
- 23.2 Any notices which are to be given by either Party to the other Party shall be in writing but it shall be competent to give such notice by electronic mail (e-mail) to the email address recorded in the Schedule and any notice given in terms hereof shall be deemed to have been received:
- 23.2.1 On the fifth day after the date of posting if sent by prepaid registered post to the said domicile address unless proved to the contrary; or
- 23.2.2 On the day of transmission by e-mail before 16h00 on that day and on the first day after the date of transmission where transmitted after 16h00; or
- 23.2.3 On the date of signed receipt of delivery by hand.
- 23.3 Either Party may by notice to the other Party change his domicile address or e-mail address, provided that such change/s shall only become effective on the 7th (seventh) day after the date of such notice.
- 23.4 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be adequate written notice or communication to him, notwithstanding that it was not sent to or delivered at his domicile address.

24 PURCHASER'S COOLING OFF PERIOD

- 24.1 In the event that the Property was introduced to the Purchaser by means of Direct Marketing, the Purchaser may cancel this Agreement without reason or penalty by



notice to the Seller in writing within 5 (five) Business Days of the Signature Date of this Agreement.

- 24.2 The Seller shall return any payment received from the Purchaser in terms of this Agreement within 15 (fifteen) Business Days after receiving notice from the Purchaser of the cancellation of the Agreement in terms of clause 24.1 and the Seller shall not attempt to collect any payment in terms of the cancelled Agreement.

25 WARRANTIES AND CONSENT TO EXTENSION OF SCHEME

- 25.1 **The Parties warrant that the information contained in this Agreement and in the personal details, supplied by them, relating to them or which should reasonable be within their knowledge, is true and correct.**
- 25.2 **The Purchaser warrants that the Property Purchase Price reflected in paragraph C of the Schedule is the true consideration in this transaction with respect to the immovable property and that no other consideration is involved between the Parties directly or indirectly, other than contained in the Building Agreement.**
- 25.3 **The Purchaser acknowledges that, as far as the CPA applies:**
- 25.3.1 It has been given a reasonable opportunity to inspect the Property and it is satisfied that save as recorded in this Agreement, there are no other defects or damages to the Property and that the Property is reasonably suitable for the purpose for which it is being purchased; and that it has acquainted itself with the nature, condition, extent and locality of the Property, its title deed conditions, and the constitution of the HOA.
- 25.3.2 **The Purchaser by its signature hereto agrees and consents irrevocably in favour of the Seller (or its successors in title) to the intended extension of the La Luc Estate and Scheme as recorded in clause 2.3 above, and agrees to the inclusion of the additional dwelling units into the Scheme (subject to their levy contributions to the Scheme) and the amendment of the constitution of the OA to include the owners of such**



additional dwelling units as Members of the OA, subject to the same rights and obligations of the owners of La Luc Estate, and to the benefit from the services and amenities of the Scheme.

26 COSTS

The Seller is liable for the costs of preparing this Agreement. The Purchaser shall be liable for the fees and disbursements of the Transferring Attorneys referred to in paragraph G of the Schedule incidental to registration of transfer of the Property in favour of the Purchaser. **It is recorded that the Purchase Price includes VAT and accordingly no Transfer Duty is payable by the Purchaser.**

27 WHOLE AGREEMENT

- 27.1 The Parties acknowledge that this Agreement contains the entire agreement between them and that no other conditions, stipulations, warranties and / or representations whatsoever have been made by either Party or their agents other than as set forth in this Agreement.
- 27.2 No addition to, variation, novation or agreed cancellation of any provision of this Agreement shall be binding upon the Parties unless reduced to writing and signed by or on behalf of the Parties.
- 27.3 Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, business rescue practitioner, curator or trustee, of either Party shall be bound by this Agreement.
- 27.4 The signature by either Party of a counterpart of this Agreement shall be as effective as if that Party had signed the same document as the other Party.
- 27.5 Any model of the Development whether or not to scale and any advertisement or other advertising material utilised for purposes of marketing the Development and selling the Property have been prepared as advertising material only and consequently



27.5.1 the Purchaser shall not be entitled to rely on any information therein or derived therefrom unless recorded in Annexure 3 to the Building Agreement; and

27.5.2 this Agreement is not concluded on the basis of any such material.

28 OFFER

This Agreement once signed by the Purchaser, shall, subject to clause 24, be regarded as an offer to purchase by the Purchaser and shall be irrevocable and open for acceptance by the Seller within a period of 14 (fourteen) days from the date of signing of the Agreement by the Purchaser.

*****SIGNATURE PAGE TO FOLLOW*****



Signed at _____ on _____

AS WITNESSES:

SELLER

Who warrants that he/she is duly
authorised hereto

Signed at _____ on _____

AS WITNESSES:

1. _____

PURCHASER 1

Who warrants that he/she is duly
authorised hereto

2. _____

AS WITNESSES:

1. _____

PURCHASER 2

Who warrants that he/she is duly
authorised hereto

2. _____



ANNEXURE 1: SITE DEVELOPMENT AND PHASING PLAN





ANNEXURE 2: OPTIONAL EXTRAS

Standard Items:	Price (incl. Vat)	Total of Selected
1. Aircons to Main Bedroom and to the Main Living Area	Included @ No Cost	
2. Exposed Trusses (Living Areas – Lounge/Kitchen/Dining)	Included @ No Cost	
3. Gas Geyser	Included @ No Cost	
4. Engineered Wooden Floor (European Oak) to all Bedrooms	Included @ No Cost	
5. Underfloor Heating to bathrooms	Included @ No Cost	
6. Heated Towel Rails to bathrooms	Included @ No Cost	
7. Outdoor plug to Covered Patio	Included @ No Cost	
8. Landscaping - Grass & Irrigation in Garden	Included @ No Cost	
9. Double Glazing to all windows & doors	Included @ No Cost	
10. Wood Burning Fireplace in living room area	Included @ No Cost	
11. Closed Tiled Patio & Covered Stoep (including aluminium pergola & built in braai)	R 23 000.00 per sqm incl. VAT	
12. Polycarb sheeting to Closed Tile Patio Pergola	Included in Point 11 (no extra cost)	
13. Home Floor/ Built Area (internal areas, including garage & covered entrance) – based on building plan of choice	R 28 750.00 per sqm incl. VAT	
14. Kitchen appliances – Extractor Fan/ Gas Hob & Electrical Stove	Included @ No Cost	
15. Boundary Wall & Fence Detail. Includes gates, screen walls boundary detail. To be costed upon detail and plan finalization with buyer.	To be costed upon presentation of approved Design Plan	
Optional Extra Items:	Price (incl. Vat)	Total of Selected
1. Swimming Pool – Splash Range (Dependent on available space on erf)	R 150 000.00 incl. VAT	
2. Swimming Pool – Lifestyle Range (Dependent on available space on erf)	R 195 500.00 incl. VAT	
3. Folding Stacking Doors to outside Patio area instead of sliding doors	R 63 250.00 incl. VAT	



4. Folding Stacking Doors to enclose the outside Covered Patio – (Based on the standard patio sizes of 19 & 23sqm – increase in area will result in higher cost)	R 166 750.00 incl. VAT	
5. Aircons to remaining bedrooms	R 23 000.00 per room incl. VAT	
6. Drive-through Garage Door (if available on type)	R 40 250.00 incl. VAT	
7. Additional Fireplace to bedroom/s	R 30 000.00 incl. VAT	
8. Engineered Wooden Floor (European Oak) in passages & living areas (excl. bedrooms), instead of floor tiles	R 1 150.00 per sqm incl. VAT	
9. Belgotex Carpets to the bedrooms - Softology Ultra	R 920.00 per sqm incl. VAT	
10. Belgotex Carpets to the Bedrooms – Mantra M201	R 690.00 per sqm incl. VAT	
11. Backup energy, solar panels & UPS Battery system	TBC	
12. Internal Updates to floor plan type (limited to basic internal amendments) subject to developer approval	R 23 000.00 incl. VAT	
13. Selected range of Smegg appliances available at Developer's discount.	Pricing available on request	
Total of all Optional Extras:		