



# CENTURYSKYE

## CENTURION

### **AGREEMENT OF SALE**

(Sectional Title Scheme)

Entered into by and between

**TRI-POINT PROPERTY DEVELOPMENT PROPRIETARY LIMITED**

Registration Number: 2008/004418/07

(hereinafter referred to as "the Seller")

And

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ID Number: \_\_\_\_\_

(herein after referred to as "the Purchaser")

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**1. SELLER**

- 1.1 Full name: TRI-POINT PROPERTY DEVELOPMENT PTY LTD
- 1.2 Registration number: 2008/004418/07
- 1.3 Domicilia citandi et executandi: Plot 98, Monovani, Centurion 0157
- 1.4 Telephone Number: 012 – 403 8387
- 1.5 E-Mail Address: admin@tripoint.co.za
- 1.6 Name of Contact Person: Ernst Blignaut

And includes the Seller’s successors-in-title

**2. PURCHASER – 1**

- 2.1 Full Name: \_\_\_\_\_
- 2.2 Identity Number: \_\_\_\_\_
- 2.3 Registration Number: \_\_\_\_\_  
(If purchaser is a company, a close corporation or a trust)
- 2.4 Domicilia citandi et executandi: \_\_\_\_\_
- 2.5 Postal Address: \_\_\_\_\_
- 2.6 Telephone Number: \_\_\_\_\_
- 2.7 Telefax Number: \_\_\_\_\_
- 2.8 Marital Status: \_\_\_\_\_
- 2.9 Name of Contact Person: \_\_\_\_\_
- 2.10 E-Mail Address: \_\_\_\_\_

**PURCHASER – 2**

- 2.11 Full Name: \_\_\_\_\_
- 2.12 Identity Number: \_\_\_\_\_
- 2.13 Registration Number: \_\_\_\_\_  
(If purchaser is a company, a close corporation or a trust)
- 2.14 Domicilia citandi et executandi: \_\_\_\_\_
- 2.15 Postal Address: \_\_\_\_\_
- 2.16 Telephone Number: \_\_\_\_\_
- 2.17 Telefax Number: \_\_\_\_\_
- 2.18 Marital Status: MARRIED IN / OUT OF COMMUNITY OF PROPERTY / UNMARRIED
- 2.19 Name of Contact Person: \_\_\_\_\_
- 2.20 E-Mail Address: \_\_\_\_\_

(hereinafter referred to as “the Purchaser”)

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**3. PROPERTY**

3.1 Description:

3.1.1 The proposed Unit No. \_\_\_\_\_ in the proposed sectional title scheme to be known as **Century Skye**, which will be situated on the proposed Township to be known as "Die Hoewes Extension 297" Township, City of Tshwane Metropolitan Municipality, situated at Portion 137 (a portion of portion 68) Farm Lyttelton No. 381, Registration Division JR. in extent \_\_\_\_\_ approximately square metres, as shown on Appendix 9;

3.1.2 The proposed Exclusive Use Area \_\_\_\_\_ in the proposed sectional title scheme known as **Century Skye**, which will be situated on the proposed Township to be known as "Die Hoewes Extension 297" Township, City of Tshwane Metropolitan Municipality, situated at Portion 137 (a portion of portion 68) Farm Lyttelton No. 381, Registration Division JR. in extent \_\_\_\_\_ approximately square metres, as shown on Appendix 9;

The unit/s and exclusive use areas are hereinafter referred to as "the property"

**4. PURCHASE PRICE**

Amount of Purchase price (inclusive of Value-Added Tax at 14%) R \_\_\_\_\_  
( \_\_\_\_\_ Rand)

**5.1. NON-REFUNDABLE DEPOSIT**

A non-refundable deposit in the amount of **R10,000.00 (Ten Thousand Rand)** is payable within 5 working days from date of signature of this agreement into the Conveyancers bank account being:

**DP DU PLESSIS INC, NEDBANK, ACCOUNT NR. 162 107 4382, BRANCH CODE 162 145, REFERENCE TO BE USED: UNIT Nr \_\_\_\_\_ CENTURY SKYE.**

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**5.2** The non-refundable deposit is subject to any suspensive condition/s contained in this agreement, and in the event that such suspensive condition/s is not met, the Seller is obligated to refund the deposit.

**5.3 FURTHER DEPOSIT**

A further deposit of R \_\_\_\_\_ ( \_\_\_\_\_ ) within \_\_\_\_\_ working days from date of signing this agreement into the trust account of the transferring attorneys, to be invested in terms of Section 78(2)(A), any interest earned for benefit of the Purchaser.

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**6. PAYMENT OF PURCHASE PRICE**

Total Purchase Price \_\_\_\_\_

Less Holding deposit \_\_\_\_\_

Less Further Deposit \_\_\_\_\_

Balance of purchase price on transfer \_\_\_\_\_

**7. OCCUPATIONAL RENTAL PAYABLE TO SELLER**

The Purchaser shall pay occupational rental to the Seller equal to the amount of 0.8 % (Zero comma Eight percent) on the purchase price, occupation interest shall be determined per month from date of occupation per clause 7 of the General Terms and Conditions.

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**8. ESTIMATED MINIMUM MONTHLY LEVY PAYABLE:**

The Purchaser shall pay the monthly levy applicable to the property as from date of occupation. Approximately R \_\_\_\_\_ per month per unit

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**9. MORTGAGE BOND (Delete if not applicable)**

9.1 Amount of Mortgage Bond required: R \_\_\_\_\_

9.2 Loan Approval Date: 21 (twenty one) days after the acceptance date (see 1.11 of the General Terms and Conditions).

9.3 Should loan approval not be obtained in the said 21 (twenty one) days, the time period for loan approval, shall be extended, at the sole and absolute discretion of the Seller, for a further period of 30 (thirty) days from the initial expiry date, and the Purchaser shall be notified in writing of the Sellers election to award the said extension of a further 30 (thirty) days.

9.4 Should such loan not be procured as aforesaid, and the Seller elect not to award the Purchaser the said extension of 30 (Thirty) days, this sale shall be automatically cancelled and be of no further force or effect.

9.5 The bond application shall be made by the "Bond Originator" on behalf of Purchaser to various banks it being agreed by the parties that the purchaser will utilize the services of the seller's preferred "Bond Originator" as specified in 12 of the Agreement of sale. The Purchaser undertakes to do all things properly

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and expeditiously to procure such loan and to sign all documents reasonably necessary to fulfill this condition as soon as possible.

- 9.6 The Purchaser shall provide the said bond originator with all the necessary documents to finalize the loan application within 5 (five) working days from receiving such request via fax or email. Failure to submit or send the requested documents within 5 (five) working days will result in a breach of contract by the Purchaser and the Seller shall exercise his rights in terms of clause 11 of the General Terms and Conditions annexed hereto as Appendix 1.

## 10. SELLING AGENTS

- 10.1 Name of Firm: TRI-POINT PROPERTY DEVELOPMENT  
 10.2 Business Address: PLOT 98, MONOVANI, CENTURION, 0157  
 10.3 Telephone Number: 012 142 0908 / 083  
 10.4 Fax No:  
 10.5 E-mail: \_\_\_\_\_  
 10.6 Reference / Agent: \_\_\_\_\_

## 11. CONVEYANCERS

- 11.1 Name of Firm: DP DU PLESSIS INCORPORATED  
 11.2 Name of Contact Person: MR HENNIE DU PLESSIS JR / ELLY VERSTRATE  
 11.3 Postal Address: P O BOX 7003, CENTURION, 0046  
 11.4 Business Address: 102 RIVER ROAD, LYTTTELTON MANOR, CENTURION  
 11.5 Telephone Number: (012) 664 6767  
 11.6 Telefax Number: (012) 664 6774  
 11.7 E-Mail: [elly@dpdup.co.za](mailto:elly@dpdup.co.za) / [hennie@dpdup.co.za](mailto:hennie@dpdup.co.za)

## 12. BOND ORIGINATOR

- 12.1 Name of Firm: OOBA  
 12.2 Name of Contact Person: RIEKIE LUDIK  
 12.3 Business Address: 309 CALEY STREET, ELDORAIGNE, CENTURION  
 12.4 Telephone Number: 012 940 8840  
 12.5 Email: [Riekie.ludik@ooba.co.za](mailto:Riekie.ludik@ooba.co.za)

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**13. OFFER IRREVOCABLE**

The offer is irrevocable and shall remain open for acceptance by the Seller signing same within 10 (ten) working days after date of signature thereof by the Purchaser.

**14. APPENDICES**

- 14.1 Appendix 1 – General Terms and Conditions
- 14.2 Appendix 2 – FICA Declaration – Legal Entity (if applicable)
- 14.3 Appendix 3 – FICA Declaration – Natural Person (if applicable)
- 14.4 Appendix 4 - Authority To Invest (if deposit is required)
- 14.5 Appendix 5 - FATCA Questionnaire – Entity
- 14.6 Appendix 6 - FATCA Questionnaire – Individual
- 14.7 Appendix 7 – Body Corporate: Conduct Rules
- 14.8 Appendix 8 – Site Plan
- 14.9 Appendix 9 – Unit Layout Plan
- 14.10 Appendix 10 – Parking Plan
- 14.11 Appendix 11 – Unit Locality Plan
- 14.12 Appendix 12 – Schedule of Finishes

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## GENERAL TERMS AND CONDITIONS

### RECORDAL

### WHEREAS

The Seller has acquired the land situated at Portion 137 (a portion of portion 68) Farm Lyttelton No. 381, Registration Division JR and is in process of taking transfer thereof. The Seller has made application to the relevant Local Authority for the subdivision of the said land and the approval of a Township on a portion of the said land to be known as Erf 862 Die Hoewes Extension 297 Township, City of Tshwane Metropolitan Municipality. The Seller will thereafter proceed to initiate steps to established a Sectional Title Scheme on the land, which will be situated at Erf 862 Die Hoewes Extension 297 Township, which sectional title development is to be known **Century Skye**.

The Purchaser wishes to purchase the property as per 1.9 *INFRA*, and where applicable, the rights to the exclusive use areas in the Sectional Title Scheme as registered.

### NOW THEREFORE THE PARTIES AGREE AS SET OUT HEREUNDER:

#### 1. INTERPRETATION

For the purpose of this Agreement, unless the context indicates otherwise:

- 1.1. "The Act of Sectional Titles Act" means the Sectional Titles Act, No. 95 of 1986 or any amendments thereof, and regulations promulgated in terms thereof.
- 1.2. "Beneficial Occupation" means available for beneficial occupation and more fully described in clause 6 hereunder.
- 1.3. "Body Corporate" means a Body Corporate as defined in the Act, which is the controlling body of the land and buildings in terms of the Act.
- 1.4. "Buildings" means the buildings erected or to be erected on the land reflected on the annexures.
- 1.5. "Common Property" means those portions of land not forming part of any section and/or exclusive use area in the development and constituted as common property in terms of the Act.
- 1.6. "Conveyancers" means DP du Plessis Incorporated.

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1.7. "Exclusive use Area" means that as defined in the Act.

1.8. "Land Surveyor" means SFP Land Surveyors (or a member of a firm so appointed), to act as such from time to time in respect of the development scheme.

1.9. "The Property" collectively hereafter refers to:

1.9.1 The proposed Unit No. \_\_\_\_\_ in the proposed sectional title scheme to be known as **Century Skye**, which will be situated on the proposed Township to be known as "Die Hoewes Extension 297" Township, City of Tshwane Metropolitan Municipality, situated at Portion 137 (a portion of portion 68) Farm Lyttelton No. 381, Registration Division JR. in extent \_\_\_\_\_ approximately square metres, as shown on Appendix 9;

1.9.2 The proposed Exclusive Use Area \_\_\_\_\_ in the proposed sectional title scheme known as **Century Skye**, which will be situated on the proposed Township to be known as "Die Hoewes Extension 297" Township, City of Tshwane Metropolitan Municipality, situated at Portion 137 (a portion of portion 68) Farm Lyttelton No. 381, Registration Division JR. in extent \_\_\_\_\_ approximately square metres, as shown on Appendix 9;

1.9 "The Occupation Date" means the date upon which the Unit and/or exclusive use area is available for beneficial occupation and in respect of which the Purchaser is given notice by Seller.

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1.10 "The Acceptance Date" means date on which the offer is accepted by the Seller.

1.11 "Loan Approval Date" means the date by which the financial institution to whom application has been made on behalf of the purchaser for a mortgage loan, issues a quotation as referred to in terms of Section 92 of the National Credit Act 34/2005.

1.12 "Participation Quota" means in relation to a section, the decimal fraction allocated thereto in the Sectional Plan and which is calculated in terms of Section 32 (1) of the Act.

1.13. "The Plans" means Architect's / Designer's Plans.

1.14. "The Purchaser" means the Purchaser described in Clause 2 of the Agreement of sale and his successor-in-title, heirs, executors, administrators or assigns.

1.15. "Rules" means the Conduct and Management Rules as prescribed by the said Act as may be amended by the developer.

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- 1.16. "Scheme" means the land and buildings forming part of the proposed Sectional Title Scheme to be registered on the property under the proposed scheme name **Century Skye** and reflected in the annexures.
- 1.17. "Section or Unit" means the meanings defined in the Act, and with particular reference to this Agreement, shall mean that section forming part of that Unit (the Unit includes and undivided share in the common property) which is sold and is to be transferred in terms of this Agreement.
- 1.18. "Sectional Plan" means a draft Sectional Plan and/or the Sectional Plan to be approved by the Surveyor-General.
- 1.19. "The Seller" means the Seller described in the Agreement of sale and its successors-in- title.
- 1.20. Words and expressions defined in the Act shall have the meanings therein defined and shall apply mutatis mutandis to the areas of which the Unit comprises.
- 1.21. Unless the context indicates otherwise, words in this Agreement importing any one gender shall include the other, and words importing the singular shall include the plural and vice versa.
- 1.22. The head notes to the clauses in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.23. The provision of the recordal and appendices to this Agreement shall be deemed to be incorporated in and form part of this Agreement.
- 1.24. The Purchaser confirms that he/she/it has chosen English as the language of this Agreement.
- 1.25. If any provision of this Agreement is in conflict or inconsistent with law, the invalidity of any such provision shall not affect the validity of the remainder of the provision hereof.
- 1.26. Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.
- 1.27. When any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

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## 2. SALE

The Seller sells to the Purchaser who purchases from the Seller the property as per clause 1.9 Supra to be established in terms of the Sectional Titles Act as described (read with the annexures hereto) and at the purchase price stated in 4 of the Agreement of sale.

## 3. PURCHASE PRICE

The purchase price in Clause 4 of the Agreement of sale hereto is payable as follows:

- 3.1 The deposit payable as per clause 5.1 and 5.3 of the Agreement of sale in cash or bank guaranteed cheque and shall be held in trust by the Conveyancers in an interest bearing account pending registration of transfer. All interest earned on the deposit shall accrue to the Purchaser. The deposit shall not be paid to the Seller until registration of transfer, or until it shall become otherwise payable in terms hereof.
- 3.2 The balance in cash or by bank guaranteed cheque against registration of transfer. The payments referred to in clause 3.1 above shall be held in trust by the Conveyancers and shall be paid to the Seller against transfer. The Conveyancers are irrevocably authorized to invest such deposit in an interest bearing account in terms of Section 78(2) of the Attorneys Act No. 53 of 1979, with a bank or other financial institution of their choice. The Purchaser hereby agrees to pay an administrative fee levied by the said Conveyancers in respect of the said investment.
- 3.3 The Purchaser shall furnish the Conveyancers within **60 (sixty) days** from date of acceptance of this agreement by the Seller, with an irrevocable guarantee drawn in favour of the Conveyancers which, save for providing for payment against the tendering of registration of transfer of the property into the name of the Purchaser, shall be unconditional and shall be in terms acceptable to the Seller. The guarantee shall be issued by a registered South African Commercial Bank or other financial institution approved by the Seller in its absolute discretion for the balance of the purchase price. Withdrawal by a guarantor as aforesaid, for any reason whatsoever, shall constitute a breach by the Purchaser of his obligations in terms of this clause and in respect of which breach the Seller shall not be required to give notice in terms of clause 13. The remedies as provided for in clause 13 shall be available to the Seller.
- 3.4 For purposes of this agreement, where the balance of the purchase price has been secured by way of mortgage finance from a registered South African Commercial Bank, that finance shall suffice as a guarantee acceptable to the Seller as envisaged above.
- 3.5 In the event of the rate at which VAT is chargeable being amended after the date of signature hereof by the Purchaser, and in circumstances in which the amended rate will apply to this transaction, then the

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purchase price shall be adjusted accordingly, the intention being that the Seller shall receive and retain the same amount after payment of VAT regardless of the rate at which VAT is payable.

- 3.6 All payments shall be made to the conveyancers and may be directly deposited into their Trust Account. In the event of such a direct deposit, confirmation thereof must be faxed to their office. In the event of the Purchaser failing to notify the transferring attorneys of any deposit made, the transferring attorneys shall not be liable to account for any loss in interest.

**4. INTEREST (Only Applicable In The Event Of A Breach)**

Any interest payable by the Purchaser in terms of this agreement shall mean interest at 2% (two per centum) above the prime rate on overdraft facilities, being that rate charged by ABSA BANK to its best customers in the private sector on unsecured loans from time to time. A certificate signed by the manager of any branch of the said bank shall be sufficient proof of the said prime rate charged from time to time.

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**5. SECTIONAL TITLE / EXCLUSIVE USE AREAS**

- 5.1 The Purchaser acknowledges that this sale is by sectional title and that the Purchaser has satisfied his/her/itself regarding all rules, regulations, conditions and servitudes of whatever nature pertaining to the sale, ownership and use of the property.
- 5.2 The Purchaser shall, subject to the rules of the scheme, be entitled to the exclusive use and enjoyment of the exclusive areas, the rights to which are hereby sold and shall be ceded to the Purchaser.
- 5.3 The Purchaser will be entitled to the exclusive use of the parking bays, which shall be surveyed and ceded to the Purchaser, where applicable. The Seller shall have the right to sell and cede to a Purchaser of any other Unit in the scheme similar rights to other exclusive use areas.
- 5.4 Units in the Sectional Title Scheme shall be sold and utilized for residential purposes only.

**6. OCCUPATION / POSSESSION**

- 6.1 The Seller shall give the Purchaser 30 (thirty days) written notice of the Occupation Date.

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- 6.2 The Seller shall give and the Purchaser shall take vacant occupation on the occupation date. The failure on the part of the Purchaser to take physical occupation (whether personally or by agent) or to accept the keys to the Unit shall not affect the occupation date, which shall remain as defined. Occupation of the Unit and/or exclusive use area by the Purchaser or anybody through the Purchaser shall not create a tenancy,

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i.e. in the event of this agreement being cancelled, all rights to the occupation of the Unit and exclusive use areas shall lapse, and the Unit and exclusive use areas shall be vacated forthwith.

6.3 Possession and therewith the risk and benefit of the Unit shall pass to the Purchaser on transfer.

6.4 It is recorded that the Purchaser is aware that, on the Date of occupation, the buildings that form part of this Development Scheme may be incomplete and that the Purchaser must necessarily suffer inconvenience from the construction of such external works and from noise and dust resulting there from. The Purchaser shall not be entitled to cancel this Contract nor have any claim whatsoever against the Seller by reason of any of the foregoing.

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6.5 Until such time as the Property is transferred to the Purchaser and the Purchaser becomes a member of the Century Skye Body Corporate, the Purchaser shall comply with all The Rules and regulations of the Body Corporate whatever form they may take as if he were the registered owner of the Property.

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6.6 The Purchaser shall within 7 (seven) days from Date of Occupation submit a list of Latent & Patent defects in the Unit to the Seller and the Seller shall, within a period of 90 (ninety) days thereafter, remedy those defects, whether latent or Patent.

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**7. OCCUPATIONAL RENTAL**

7.1 From the occupation date until registration of transfer of the Unit and cession of the rights to any exclusive use areas (where applicable), into the name of the Purchaser, the first date inclusive, the second date exclusive, the Purchaser shall pay occupational rental to the Seller in the amount as set out in clause 7 of the Agreement of sale, which occupational rental shall be paid monthly in advance from the occupation date to the transfer aforesaid and pro rata in respect of any portion of a month.

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7.2 From the occupation date, the Purchaser shall be liable for all electricity, domestic effluent and water consumed and all other municipal charges levied in respect of the occupancy of the Unit.

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**8. LEVY / MANAGING AGENT**

8.1 The Seller is entitled to appoint any person and/or organization as the managing agent for the development and Body Corporate.

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8.2 From and including the date of occupation as aforesaid, the Purchaser shall be liable to pay to the Body Corporate a monthly levy in advance (pro rata in respect of any portion of a month) on the first day of each and every month, being a proportionate share of the total cost of managing, operating, administering, repairing, clearing, securing and maintaining the buildings and the property. The monthly levy shall be determined, initially by the Seller and thereafter by the Body Corporate on its establishment. Such monthly levy shall include, without limiting the following:

8.2.1 Deposits, consumption and other charges related to the supply of water, electrical power and other services to the development by the relevant authorities and other service providers;

8.2.2 Maintenance and upkeep of the building, parking areas, perimeter walls, fencing, security system and other buildings, comprising the development.

8.2.3 Municipal services to the development such as refuse removal, sewerage charges, etc.

8.2.4 Upkeep, maintenance and replacement of furniture and interior fittings of the buildings where such costs are related to normal wear and tear and cannot legally be recovered from the registered owners of the Units in the development.

8.2.5 Structural insurance.

8.2.6 Administration and management costs.

8.2.7 Security.

8.2.8 Cleaning services.

8.2.9 Salaries and wages.

8.2.10 Office rentals, furniture, stationery and similar expenses incurred in respect of the functions, such as administrative, cleaning, security and garden services of all indoor plants and gardens.

8.2 The monthly levy shall be paid monthly in advance on the first day of each and every month and the PURCHASER shall be obliged to sign a debit order in favour of the Body Corporate when called upon to do so.

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## 9. SPECIAL PROVISIONS PRIOR TO ESTABLISHMENT OF BODY CORPORATE AND/OR TRANSFER

9.1 It is recorded that the Body Corporate shall be deemed to be established on the registration of the first transfer in terms of Section 36 of the Sectional Titles Act No. 95/1986.

The Purchaser agrees that:

- (a) Immediately on becoming the registered owner of the Property, he will automatically become a member of the Body Corporate and will be and remain bound by its rules for so long as he is a registered owner.
- (b) Should he sell the Property, he will ensure that his purchaser is made fully aware of the existence of the Body Corporate and the fact that such successor will automatically become a member of the Body Corporate.

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9.2 The Purchaser is aware and hereby acknowledges that the Seller reserves the right to nominate a representative to act as a trustee of the Body Corporate at all times whilst the Seller is a registered owner of a Unit in the scheme.

9.3 The Purchaser is aware and hereby acknowledges that the Seller reserves the right to elect, at its sole discretion, the chairperson acting on behalf of the Body Corporate.

## 10. TRANSFER

10.1 Transfer shall not be passed to the Purchaser, notwithstanding anything to the contrary herein contained, until such time as the total purchase price and all other amounts for which the Purchaser may be liable in terms hereof to the date of transfer have been paid, and/or payment thereof has been secured as herein provided.

10.2 It is recorded that the transfer date shall be as close as possible to the occupation date as defined herein.

10.3 Transfer of the Unit shall be effected by the Conveyancers. The Seller shall pay the transfer and the bond registration costs relevant to this transfer on condition that the Purchaser complies with the following pre-conditions:

**10.3.1. the purchaser is to utilize only the services of the Seller's mortgage originator for purposes of obtaining bond approval;**

**10.3.2. that both transfer and bond registration is to be effected by the Conveyancer's DP du Plessis Incorporated.**

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- 10.4 In the event of registration of transfer to the Purchaser being delayed as a consequence of a default on the part of the Purchaser, then similarly to the terms of the preceding clause, the obligation to pay occupational rental shall ipso facto lapse on the date transfer would, but for the default, have been registered, and the Purchaser shall pay to the Seller monthly in advance interest on the full price, (less any amount actually paid to the Seller monthly in advance interest on the full purchase price, less any amount actually paid to the SELLER on account thereof), at the rate mentioned in clause 4 above, calculated from the date transfer would have been possible, had it not been for the default of the Purchaser, until the date of actual transfer, both dates inclusive. The terms of this sub-clause shall not apply in addition to the terms of 10.4 above but as an alternative thereto as circumstances dictate.
- 10.5 In the event that minor work and/or rectification still has to be done to the Unit, notwithstanding that the Architect has certified in terms of clause 7 of the Agreement of sale hereof that the Unit is ready for beneficial occupation, the Purchaser hereby agrees to take transfer of the Unit and comply with all his obligations in terms of the Agreement.

## 11. **BREACH**

- 11.1 Should the Purchaser fail to pay any amount, or fail to provide the guarantee(s) required in terms of this Agreement on due date, or should the Purchaser commit a breach of any other of the terms and conditions of this Agreement and remain in default for 7 (seven) days (unless such breach occurs after the transfer documents have been lodged in the Deeds Office for registration, in which case the 7 (seven) day period may at the election of the Seller be reduced to 48 hours after dispatch of a written notice requiring payment and/or delivery of the guarantee(s) and/or requiring such breach to be remedied), the Seller shall be entitled, without prejudice to any other rights it may enjoy in law, to:
- 11.1.1 cancel the sale, in which event the Purchaser shall forfeit all monies paid to the Seller and/or the Conveyancers in terms hereof, including monies paid as deposit to such Conveyancers together with interest earned thereon; and the Seller's Conveyancers shall be obliged to pay the deposit together with such interest to the Seller. Such cancellation shall be without prejudice to the Seller's other legal rights and remedies and the right to claim damages; or
- 11.1.2 claim immediate payment of the whole of the purchase price and the fulfillment of all the terms and conditions hereof.
- 11.2 In the event of the cancellation of this Agreement in terms of the previous paragraph, or the breach of any condition hereof that may result in this Agreement becoming null and void, or the Seller resiling from this Agreement as provided herein, the Purchaser shall not be entitled to claim any compensation in respect of any improvements and additions made to the Property and the Purchaser shall vacate the

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Property and ensure that it is vacated by any persons occupying the property on the authority of the Purchaser.

## **12. CESSION AND ASSIGNMENT**

The Purchaser shall not be entitled to assign, cede or make over its rights under this Agreement, without the prior written consent of the Seller prior to Registration of transfer into their name.

## **13. NOTICES AND DOMICILIA**

- 13.1 The parties to the Agreement choose the addresses set out in the Conditions of Sale as their respective domicilia citandi et executandi for all purposes arising here out and as their respective addresses for the service of any notices required to be served upon them hereunder.
- 13.2 Any notice or communication required or permitted in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give such notice by telefax or email.
- 13.3 Either party may by notice to the other, change the physical address chosen as its/his domicilium, or may advise a telefax number or email address or change the telefax number or email address, provided that such change(s) shall only become effective on the 6<sup>th</sup> (sixth) business day after the date of receipt, or deemed date of receipt, of such notice by the addressee.
- 13.4 Any notice to a party shall:
- 13.4.1 If sent by pre-paid registered post, be deemed to have been received on the 4<sup>th</sup> (fourth) business day after posting unless the contrary is proved.
- 13.4.2 If delivered by hand, shall be deemed to have been received on the day of delivery or on the next business day if the day of delivery is not a business day.
- 13.4.3 If sent by telefax or email, shall be deemed to have been received on the date of dispatch, or on the next business day if the time of dispatch is not on a business day, unless the contrary shall otherwise be proved.
- 13.5 Notwithstanding anything to the contrary herein contained, any written notice or communication actually received by a party to this Agreement shall be an adequate written notice or communication to it/him, notwithstanding that it was not sent to or delivered at the chosen domicilium citandi et executandi or transmitted to such party's telefax number as stipulated herein.

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**14. JURISDICTION / COSTS**

- 14.1 The Purchaser hereby consents in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944, as amended, to the jurisdiction over its person under Section 28 of that Act, notwithstanding that any action or proceeding arising out of this Agreement would otherwise be beyond the jurisdiction of such court. The SELLER shall, however, have the right to institute action in any court of competent jurisdiction.
- 14.2 The Purchaser agrees that, in the event of the Seller instructing its/his attorneys and/or taking legal proceedings against the Purchaser pursuant to a failure by the Purchaser to fulfill any of its obligations in terms hereof, then the Purchaser shall pay all legal costs plus VAT incurred by the Seller in connection therewith as between attorney and own client, including collection commission laid down at the tariff rate applicable.

**15. JOINT AND SEVERAL LIABILITY**

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

**16. TRUSTEE**

- 16.1 If this Agreement is entered into by the signatory for the Purchaser in his capacity as trustee for a company or close corporation to be formed, then the said signatory, by his signature hereto, hereby binds himself in favour of the SELLER as surety and co-principal debtor, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company or close corporation in terms of or arising out of this Agreement or any cancellation hereof.
- 16.2 Without prejudice to the provisions of 16.1, in the event of such company or close corporation not being formed within 30 (thirty) days after the date of signature of this Agreement by the Purchaser, and/or failing to ratify and make the provisions of this Agreement binding upon itself, and/or failing within 7 (seven) days to deliver to the Conveyancers the originals or notarially certified copies of its certificate of incorporation, memorandum and articles of association, certificate to commence business and all necessary resolutions of shareholders and/or directors in respect of this sale, in the case of a company, or of its founding statement, any applicable association agreement (or ratification and adoption of this sale, in the case of a close corporation, then and in any such event, the said signatory shall be personally liable in terms hereof as if he had been contracted in his own personal capacity.

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## **17. COMPANY / CLOSE CORPORATION / TRUST**

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

## **18. DEVELOPMENT IN STAGES**

18.1 On the opening of the Sectional Title Register, the Seller shall reserve a real right in its favour to extend the scheme the in terms of Section 25 read with Section 11(2) of the Act, as reflected in 18.1.1 below.

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18.1.1 The Seller reserves for itself the right to extend the scheme by the erection and completion from time to time, but within a period of 10 (ten) years, for its own account, further buildings and/or vertical extensions to existing buildings on that part of the common property shown on the annexures hereto, and to divide such buildings into sections and common property and to confer the right of exclusive use over parts of such common property upon the owner or owners of one or more of such sections;

18.1.2. The particulars referred to in Section 25(2) of the Act are detailed in plans and shall be available for inspection at the Seller's offices;

18.1.3 The Seller's contractors shall be entitled to all such access to completed stages, and Units and common property, as it may require in respect of the development of later stages, which rights of access shall include, without limiting the generality of the foregoing, the rights to construct and lay pipelines, sewers, drains and the like, and the Purchaser shall have no claim against the Seller in respect thereof, provided that the Seller shall exercise such rights so as to limit, where reasonably possible, inconvenience to the Purchaser; and

18.1.4 The Seller shall not, however, have any obligation to the Purchaser to proceed with and/or complete any stage or stages other than that in which the Unit and the exclusive use areas are situated.

18.2 The terms of this clause may be altered and amended as may be required by the registrar of deeds to

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allow for the registration thereof.

## **19. OFFER ACCEPTANCE**

In as much as this Agreement, signed by the Purchaser and delivered to the Seller, shall constitute an irrevocable offer to purchase the Unit and the exclusive use rights, such offer shall not be capable of being withdrawn and shall remain open for acceptance by the Seller signing same within 10 (Ten) working days after the date of signature thereof by the Purchaser.

## **20. MODELS, BROCHURES & PAMPHLETS**

20.1 The Purchaser acknowledges that all artistic, architectural, photographic and in any way visual presentation material including but not limited to models, brochures and pamphlets, used by the Seller or its agents in the marketing and selling of the Unit/s or exclusive use areas hereby purchased and sold, have been prepared and distributed as advertising material only; and that the Seller shall in no way be bound and the Purchaser shall have no claim in respect of any information stated therein or impression conveyed thereby; and that no representation is thereby made by the Seller, and that the parties shall be bound by the terms contained in this agreement only. It is further recorded that all furniture and fittings shown on the attached plans are for illustration purposes only and that the finishing schedule shall sufficiently detail the schedule of finishes in the Unit or Section.

## **21. MORTGAGE BOND**

- 21.1 This offer is subject to the approval of a quotation by a financial institution for an amount of not less than the amount stipulated in clause 8.1 of the Agreement of sale.
- 21.2 The Purchaser authorizes the bond originator to exploit all reasonable sources of bond financing on his behalf, and undertakes to furnish the bond originator with the necessary documentation to apply for the bond, within 5 (Five) days after acceptance of this offer to purchase.
- 21.3 The bond approval must be given by no later than 21 (twenty one) days of acceptance from the date of acceptance in this agreement.
- 21.4 Should loan approval not be obtained in the said 21 (twenty one) days, the time period for loan approval, shall be extended, at the sole and absolute discretion of the Seller, for a further period of 30 (thirty) days

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from the initial expiry date, and the Purchaser shall be notified in writing of the Sellers election to award the said extension of a further 30 (thirty) days.

- 21.5 Notwithstanding anything contained herein to the contrary and in the event the Purchaser utilises the services of the Agents Bond Originator, the Purchaser undertakes to within 5 (five) calendar days from request therefore by the Agent's Bond Originator/the Agent provide the Agents Bond Originator with all the required documentation to enable the Originator to apply for the loan on the Purchasers behalf. In the event the Purchaser for whatsoever reason does not within the aforesaid time period provide to the Agent's Bond Originator all the required documentation as requested, the Suspensive Condition referred to above shall be accepted as being waived by the Purchaser alternatively shall be deemed to be fulfilled. In the event the Purchaser elects to apply for bond finance personally then and in such event the Purchaser must, within 5 (five) calendar days from date that confirmation of the acceptance hereof by the seller is forwarded to the Purchaser, furnish to the Agent proof that bond financing has been applied for by the Purchaser. Should the Purchaser for whatsoever reason not within the aforesaid time period provide to the Agent with the required proof that an application for bond financing was submitted by the Purchaser the Suspensive Condition referred to above shall be accepted as being waived by the Purchaser alternatively shall be deemed to be fulfilled.

## **22. RE-SALES**

The parties hereto agree that re-sales of any Unit prior to the registration of the said Unit on the purchaser's name may not be effected unless the Seller consents thereto in writing.

## **23. USE OF UNIT**

- 23.1 The Unit shall be used by the Purchaser for residential accommodation purposes only.
- 23.2 The Unit shall not be occupied by any number of people in excess of that indicated in the Management and Conduct Rules annexed hereto.
- 23.3 The Purchaser shall have the right of reasonable use, having regard to the right of the other purchasers and/or occupiers, of the common areas of the Development.

## **24. TRANSFER AND OPENING OF THE SECTIONAL TITLE REGISTER**

- 24.1 Subject to the full purchase price, occupational interest, estimated levy or levy as applicable and all other amounts the purchaser is liable in terms of this agreement having been paid or secured to the seller's satisfaction, the purchaser shall as soon as possible after the sectional title register has been opened, take transfer of the unit.

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- 24.2 The purchaser acknowledges that it will only be possible for the seller to give transfer of the unit to the purchaser after the approval by the Surveyor General of the sectional title plan and simultaneously or after the sectional title register in respect of the scheme has been opened.
- 24.3 The seller shall use its best endeavours to obtain opening of the sectional title register as soon as possible after the required subdivision and Township establishment has been effected in order that transfer of the unit may be given to the purchaser.
- 24.4 The purchaser shall not have any claim whatsoever against the seller or be relieved of any of the purchaser's obligations in terms of this agreement or be entitled to any remission or rebate of any charges payable by the purchaser hereunder in the event of any delay in procuring all relevant approvals and consents from the relevant authorities necessary for purposes of the required subdivision, Township establishment and opening of the sectional title register and for whatever reason.
- 24.5 If, as a result of any act or omission by the seller, the sectional title register is not opened within one year of the occupation date or such further period as may be agreed in writing between the parties then the Seller, on written notice to the Purchaser be entitled to elect that:
- 24.5.1 this sale shall terminate on written notice by the Seller;
- 24.5.2 the seller refund the purchaser the amount of the deposit referred to in clause 5 of the Agreement of sale and interest earned thereon and return to the purchaser any bankers or other guarantees which may have been furnished by the purchaser pursuant to this agreement;
- 24.6 Save as herein provided, neither of the parties shall in such event have any further claim whatsoever and whether for damages or specific performance, against the other under this agreement, nor shall the purchaser be entitled to claim or allege any right of occupation or tenancy of the section under this agreement and shall vacate the same forthwith and until he so vacates all amounts set out in clause 7 *Supra* shall be payable as provided for herein;

**25. CONSUMER PROTECTION ACT NO. 68 OF 2008**

The Purchaser is aware and hereby acknowledges that the provisions of the Consumer Protection Act apply to this transaction. The Purchaser is specifically made aware of the following sections which are in particular applicable to the transaction:

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- 25.1 Section 16 which stipulates that the Purchaser shall have the right to rescind from this transaction if the transaction is a result of direct marketing, without reason or penalty, by notice to the Seller in writing or another recorded manner and form, within five (5) business days after the later date on which the transaction was concluded or the Property is delivered to the Purchaser, subject to the provisions of section 16(4);
- 25.2 Section 18(3) and (4) which stipulates that if the Purchaser has purchased the Property on the basis of a description thereof, the Property as delivered to the Purchaser shall in all material respects and characteristics correspond to that which an ordinary alert Purchaser would have been entitled to expect based on the description or on a reasonable examination of the Property, as the case may be. **The Purchaser is aware of and understands that this agreement relates to the purchase of the Property only, and that any show unit which was viewed as part of the negotiations, is excluded from the scope of this agreement;**
- 25.3 Section 19 which stipulates that the Purchaser is entitled to receive the Property on the agreed date or within a reasonable time after conclusion of this agreement and that the Property shall remain at the Seller's risk until the date of TRANSFER.
- 25.4 Section 20 which deals with the Purchaser's rights to return the Property under certain circumstances;
- 25.5 Section 56 which deals with the implied warranty of quality by the Seller.

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**26. DSTV & WI-FI CONNECTION**

The Seller will enter into a written agreement with a service provider for the supplying of Wi-Fi and DSTV reticulation to the development. This agreement will be between the Seller and the service provider and could be ceded to the Body Corporate, to be established, by way of voting at the first Annual General Meeting to be held. The Body Corporate will have no liability or pay any contributions towards this service except for the monthly subscription fees per unit for the DSTV and Wi-Fi package that each unit may voluntary elect to receive. After the first Annual General Meeting the Seller will cease to contribute towards this service and the Body Corporate may either take cession of this written agreement or enter into a new agreement with alternative suppliers. The written agreement the Seller will enter into will be available for perusal on request.

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SIGNED BY THE PURCHASER AT \_\_\_\_\_ ON \_\_\_\_\_ 201\_\_

**AS WITNESS**

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

\_\_\_\_\_

**PURCHASER** - Who warrants that he is duly authorized thereto

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

SIGNED BY THE SELLER AT \_\_\_\_\_ ON \_\_\_\_\_ 201\_\_

**AS WITNESS**

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

\_\_\_\_\_

**SELLER** - Who warrants that he is duly authorized thereto

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

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**APPENDIX 2**

**FICA DECLARATION FOR LEGAL ENTITIES  
INFORMATION TO BE GIVEN BY THE PURCHASER**

**FOR THE PURPOSE OF TRANSFER**

I, the undersigned, \_\_\_\_\_ duly authorised by a resolution of the  
Members/Directors/Trustees of \_\_\_\_\_

Registration Number \_\_\_\_\_

Hereby declare

- 1. That I am fully authorised by a resolution of the above legal entity;
- 2. That the registered name and number of the Legal Entity is correct as reflected above;
- 3. That the name and style under which the Legal Entity carries out business is as set out above;
- 4. That the registered address of the Legal Entity is the following:

\_\_\_\_\_

- 5. That the South African Income Tax Registration Number of the Legal Entity is (if issued):

\_\_\_\_\_

- 6. That the VAT Registration Number of the Legal Entity is (if issued):

\_\_\_\_\_

- 7. That the Legal Entity's residential address is as follows:

\_\_\_\_\_

- 8. That the Legal Entity's postal address is as follows:

\_\_\_\_\_

\_\_\_\_\_

Signature (purchaser)

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**APPENDIX 3**

**FICA DECLARATION FOR NATURAL PERSONS**

I, the undersigned, \_\_\_\_\_

Identity Number: \_\_\_\_\_

Marital Status: \_\_\_\_\_

Married : IN / OUT of community of property / Unmarried (if applicable)

hereby declare

- 1. That my names and identity number are correct as reflected above;
- 2. That my residential address is the following:

\_\_\_\_\_

- 3. That my postal address is the following:

\_\_\_\_\_

- 4. That my income tax registration number is:

\_\_\_\_\_

- 5. That the source of income/funds to finance the property purchased by myself is the following:

\_\_\_\_\_

\_\_\_\_\_

Signature (purchaser 1)

\_\_\_\_\_

Signature (purchaser 2)

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**INSTRUCTION TO INVEST TRUST MONEYS***(In respect of a conveyancing transaction)**Section 78(2A) of the Attorneys Act, 1979 (Act No 53 of 1979)*

To: **DP DU PLESSIS INCORPORATED**  
Attorneys, Notaries & Conveyancers

Transfer From: **TRI-POINT PROPERTY DEVELOPMENT PROPRIETARY LIMITED**  
Registration Number: 2008/004418/07

To: Full Name/s \_\_\_\_\_  
Identity / Reg Nr/s \_\_\_\_\_

Of: Unit \_\_\_\_\_ Century Skye

I/We, The Undersigned, (the person who's name / entity in which investment account will be opened)

Full Name/s \_\_\_\_\_  
Identity / Reg Nr/s \_\_\_\_\_

being the Transferee/s in the abovementioned transaction, hereby confirm my/our instructions to DP DU PLESSIS INCORPORATED to invest with NEDBANK LIMITED all funds paid to DP DU PLESSIS INCORPORATED by me/us on account of the purchase price, on the basis that:

1. the amount is invested in a trust savings account or other interest-bearing account;
2. the account contains a reference to Section 78(2A) of the Attorneys Act 1979 (Act No 53 of 1979);
3. the interest which accrues on such investment is to be for the company/close corporation/my benefit and is to be paid to me/us/it, after deducting your professional fee and costs for administering the investment, as soon as possible after the date of registration of the above-mentioned transaction;
4. the capital amount invested is to be paid in accordance with the transferor's instructions on the date of registration of transfer.
5. I am aware of the fact that while the funds are so invested with the said bank, the funds are not protected against a possible liquidation of the said bank.

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

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

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**FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) QUESTIONNAIRE**  
**ENTITY (CC's / Trust's / Companies)**

Agent Profile: PRO.....

Account Number: .....

Client name: .....

Registration number: .....

**1. Are you subject to any foreign tax laws?**

Yes       No

*If the answer to the above question is 'Yes', please complete the following:*

**Country from which that tax law(s) originate(s)**

**Tax identification number**

1 .....	.....
2 .....	.....
3 .....	.....
4 .....	.....
5 .....	.....

**2. Location of the majority of your assets (if located outside of South Africa):**

.....

**Declaration**

I confirm that I am duly authorised by the abovementioned entity to complete this form and provide all information and documentation.

Signed at: ..... On: ..... / ..... / .....  
(Place) (Day) (Month) (Year)

Signature 1: ..... Name: ..... Capacity: .....

Signature 2: ..... Name: ..... Capacity: .....

Signature 3: ..... Name: ..... Capacity: .....

**Note: Additional individual FATCA questionnaires must be completed for the below associated parties of the entity:**

- Shareholder with a shareholding of more than 25%
- Mandated officials

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- *All directors or members or trustees*

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**FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) QUESTIONNAIRE  
INDIVIDUAL**

Agent Profile: PRO .....

Account Number: .....

Client name: .....

ID number: ..... Passport number: .....

1. Are you subject to any foreign tax laws?  Yes  No

*If the answer to the above question is 'Yes', please complete the following:*

Country from which that tax law(s) originate(s)	Tax identification number
1 .....	.....
2 .....	.....
3 .....	.....
4 .....	.....
5 .....	.....

2. Do you hold citizenship in more than one country?  Yes  No

*If the answer to the above question is 'Yes', please specify which countries:*

**Countries of citizenship**

- 1 .....
- 2 .....
- 3 .....
- 4 .....
- 5 .....

3. Country of birth: .....

4. Location of the majority of your assets (if located outside of South Africa):

.....

**Declaration**

I acknowledge that I have fully and truthfully answered all questions and responded to requests for information and confirm that the above is true and correct.

Signed at: ..... on: ..... / ..... / .....  
(Place) (Day) (Month) (Year)sar

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