

AGREEMENT OF PURCHASE AND SALE
(a sectional title unit not ready for occupation in terms of the Sectional Titles Act)

Between:

COZA INVESTMENTS PTY LTD

Registration Number 2013/080150/07

Represented by _____ duly authorized hereto by virtue of a
resolution
("Building Contractor")

and

BOUNDLESS INFORMATION SYSTEMS TRUST

Registration Number: IT4562/99

Represented by _____ duly authorized hereto by virtue of a
resolution

("Seller")

and

Name _____

Identity Number _____

Marital Status unmarried / married out of/ in community of property
(delete whichever is not applicable)

and

Name _____

Identity Number _____

Marital Status unmarried / married out of/ in community of property
(delete whichever is not applicable)

who may or may not be spouses of each other

or

Company/Trust Name _____

Registration number _____

herein represented by _____

_____ duly
authorised thereto by virtue of a resolution *(delete if not applicable)*

("Purchaser")

The Seller sells to the Purchaser, who hereby purchases, on the terms and conditions contained in this Agreement of Purchase and Sale with annexures hereto, Unit corresponding with Door Number with approximate measurement of _____ m², exclusive use area _____ and parking bays _____ and _____, in the Sectional Scheme known as **UPPER OAK** (or any such other name as may be approved by the Surveyor General), situated at Remainder of Erf 825 Muckleneuk Township and future extensions of the scheme, with address 42 Nicolson Street, Baileys Muckleneuk, Pretoria, 0181.

SCHEDULE OF PARTICULARS

NR	Definition	Description
1	Description of Unit	A Unit comprising the section as reflected on the scheme layout plans and, when approved, the sectional plans, together with an undivided share in the common property apportioned to the section in accordance with the participation quota.
2	Exclusive use area(s)	_____ parking bay(s) and patio (if applicable) with the same number(s) as the Unit number mentioned in 1 of this schedule and as depicted on the site development plan attached as Annexure A and as more fully set out in clause 3 of the terms and conditions of purchase and sale
3	Seller Details	Boundless Information Systems Trust Registration Number: IT4562/99
3.1	Seller Physical Address	42 Nicolson Street, Baileys Muckleneuk, Pretoria, 0181
3.2	Seller Postal Address	42 Nicolson Street, Baileys Muckleneuk, Pretoria, 0181
4	Purchase price	R..... (which purchase price shall be inclusive of Value Added Tax provided that if there is an increase in the rate of Value Added Tax after signature of this agreement which would affect this transaction, the Purchaser shall be liable for payment of such increase and shall pay such amount to the Seller's Conveyancers on demand)
5	Deposit payable on signature of this agreement	Deposit payable on signature of this agreement (delete whichever is not applicable). Please note the deposit will only be invested by the Seller's Conveyancers once the Purchaser has complied with all requirements of the Financial Intelligence Centre Act and has furnished the Seller's Conveyancers with copies of all documentation requested, certified where necessary.
5.1	If this agreement is subject to a bond:	A 10% deposit of R_____ is payable. The deposit is payable to the Seller's Conveyancers within 48 hours of signature of this agreement by the Purchaser. The Seller's Conveyancers shall hold the amount in an interest-bearing trust account in accordance with Section 86(4) of the Legal Practice Act, interest for the benefit of the Purchaser, pending registration of transfer of the property to the Purchaser. The

SCHEDULE OF PARTICULARS

NR	Definition	Description
		deposit will be refundable on non-fulfilment of the suspensive condition contained in clause 9 of this schedule of particulars; or
5.2	If this agreement is not subject to a bond:	A 20% deposit of R_____ is payable. The deposit is payable to the Seller's Conveyancers within 48 hours of signature of this agreement by the Purchaser. The Seller's Conveyancers shall hold the amount in an interest-bearing trust account in accordance with Section 86(4) of the Legal Practice Act, interest for the benefit of the Purchaser, pending registration of transfer of the property to the Purchaser; or
5.3	If the Purchaser is not a SA resident or the agreement is not subject to a bond:	A 50% deposit of R_____ is payable. The deposit is payable to the Seller's Conveyancers within 48 hours of signature of this agreement by the Purchaser. The Seller's Conveyancers shall hold the amount in an interest-bearing trust account in accordance with Section 86(4) of the Legal Practice Act, interest for the benefit of the Purchaser, pending registration of transfer of the property to the Purchaser
6	Amount for which a mortgage loan is required and to be secured by a bond over the Unit	R.....
7	Balance of the purchase price	An amount being the total purchase price in 4, less the deposit in 5 and less the amount for which the loan in 6 is required
8	Date by which the total purchase price (including VAT) and all other amounts must be paid to the Seller	On registration of transfer
9	Date upon which approval for loan referred to in 6 must be obtained	An "approval in principle" ("approval") within 30 days of signature of this agreement. If the approval is not granted within the period stipulated above then the period for the granting of the said approval shall, at the Seller's discretion, be automatically extended for a further period of 15 days. It is expressly recorded that a "pledge/pre-bond approval" does not constitute the necessary approval in principle in terms of this agreement. It is further recorded that the abovementioned approval "in principle" constitutes fulfilment of this suspensive condition and that contained in clause 13 of Annexure 1

SCHEDULE OF PARTICULARS

NR	Definition	Description
10	Dates upon which purchase price is to be secured	
10.1	Balance Purchase Price	The balance of the purchase price in 7 shall, within 30 days of written request by the Seller's Conveyancers (such request will only be made after the fulfilment of all suspensive conditions in this agreement) be paid to the Seller's Conveyancers to be held by them in trust in accordance with 5 above
10.2	Guarantees for amount of loan	Guarantees for the amount of the loan in 6 shall be furnished to the Seller's Conveyancers within 30 days of written request.
11	Occupational Rental	0.7% (zero point seven per cent) of the purchase price per month, payable monthly in advance, exclusive of levy, water and electricity
12	Estimated initial monthly levy for which Purchaser is liable from date of occupation	R2, 450 per month per Unit
13	Purchaser's domicilium address i.e. address where Purchaser will accept service of legal documents	As reflected in "Purchaser's details" on the final page of this schedule of particulars.
14	Name & address of Seller's Conveyancers	Weavind & Weavind Incorporated, Glenfield Office Park, Block E, 361 Oberon Road, Faerie Glen, Pretoria, Tel: 012 346 3098, e-mail: natashia@weavind.co.za
15	Trust account banking details for payment of deposit	Weavind & Weavind Incorporated, First National Bank Pretoria, Account number 62 705 797 788, Branch Code 250 655
16	Prime Rate of Interest	Means the publicly quoted Prime Rate of Interest (percent per annum, compounded monthly in arrears and calculated on a 365 day year irrespective of whether or not the year is a leap year) as published by ABSA Bank Limited (or its successor) as being the prime rate from time to time, as certified by any manager of such bank whose authority, appointment and/or designation need not be proven;
17	Mora Interest	Should the Purchaser fail to fulfil on due date any of his/her/its obligations under this agreement (which shall include the signature of any documentation relating to the passing of transfer, the payment of the deposit, the delivery of the guarantee referred to in clause 10, payment of any other amount due in

SCHEDULE OF PARTICULARS

NR Definition

Description

terms of this agreement) then and in that event the Purchaser shall be liable to pay to the Seller interest on the full purchase price at the Prime Rate of Interest plus 2% (two) from the date of commencement of the delay to the date on which the delay ceases, both dates inclusive, as certified by the Seller's Conveyancers ("the breach period") the said interest being payable prior to Transfer. Such obligation shall supersede pro-rata, any obligation the Purchaser may have, to pay an occupational rental for the breach period.

SIGNED at _____ on _____ day of _____ 2021

As Witnesses

1 _____

2 _____

Purchaser

Purchaser

husband/wife who by virtue of his/her signature hereby, to the extent that it may be necessary, consents to the conclusion of this contract by his wife/her husband

SIGNED at Pretoria on Pretoria _____ day of _____ 2021

As Witnesses:

1 _____

2 _____

On behalf of the Seller, he being duly authorized thereto

SIGNED at Pretoria on _____ day of _____ 2021

As Witnesses:

1 _____

2 _____

Building Contractor

PURCHASER'S DETAILS	
(Purchaser's chosen domicile in terms of 13 of this schedule)	
Purchaser One	
Full names and surname	
Identity Number	
Marital status	
Spouse's full names	
Spouse's Identity Number	
Residential address	
Postal address	
E-mail address	
Telephone number	
Cellular phone number	
Facsimile number	

ANNEXURE 1
TERMS AND CONDITIONS OF SALE

1 PURCHASE AND SALE

- 1.1 The Seller hereby sells to the Purchaser, who hereby purchases, the Unit for the purchase price and on the terms and conditions set out in the agreement. The Unit shall be constructed in accordance with the Scheme layout plan and the floor plan read together with the specifications and schedule of finishes.
- 1.2 The precise boundaries of the Unit forming part of the Unit hereby sold shall be as depicted upon the sectional plans once registered.

2 DEFINITIONS

- 2.1 In this agreement unless otherwise indicated or unless the contrary intention shall appear the following terms shall have the meanings assigned to them hereunder, namely:
- 2.1.1 “Act” means the Sectional Titles Act, No. 95 of 1986, as amended, and all regulations made in terms thereof as amended or replaced from time to time;
- 2.1.2 “Agreement” means the purchase and sale agreement containing the Schedule of Particulars, this annexure 1 and all additional annexures annexed hereto;
- 2.1.3 “Body Corporate” means the body comprising of units owners and the developer which comes into existence on transfer of the first Unit in the Scheme, provided that the powers and the functions of the body corporate will be transferred to the Home Owners Association by virtue of the conditions and rules to be registered in terms of Section 10(5), read with Regulation 6(4), of the STSMA and in terms of the schedule registered under Section 11(3)(b) of the Act and the provisions contained in the Memorandum of Incorporation of the of the Homeowners Association;
- 2.1.4 “Building Contractor” means Coza Investments Pty Ltd, Registration Number 2013/080150/07, a home builder duly registered with the National Home Builders Registration Council, registration number 1-201146851;
- 2.1.5 “Buildings” means the buildings to be erected by the building contractor on the land substantially in accordance with the plans and to be known as Brookwood;

- 2.1.6 “Common Property” means the land and such part of the buildings as are not included in any Unit;
- 2.1.7 “Completion” means completion by the Developer of the Unit in that all wet work in respect thereof has been completed and that 80% of all work in the development has been completed, including the surrounding wall, the paving and the entrance to the complex;
- 2.1.8 “Conveyancers” means Weavind & Weavind Incorporated, Glenfield Office Park, Block E, 361 Oberon Road, Faerie Glen, Pretoria, Tel: 012 346 3098, e-mail: natashia@weavind.co.za;
- 2.1.9 “Developer” means the Seller or its successors in title or assigns having the rights and powers conferred on a developer by the Act;
- 2.1.10 “Homeowners Association” means the Boundless Master Association NPC (registration number 2015/153684/08);
- 2.1.11 “Inspection Date” means the date stated in the 7 (seven) days’ notice to be given by the Seller notifying the Purchaser of the Inspection Date on which date the Parties shall agree whether any work needs to be done in terms of clause 7.1.2;
- 2.1.12 “Manager” means the managing agent as appointed by the Developer;
- 2.1.13 “Occupation Date” means the date on which the Unit is complete in that it is habitable, an occupancy certificate has been issued and all the work listed on the Inspection Date in terms of clause 7.1.2 has been completed, subject thereto that this date shall not be later than the Date of Registration. The Parties record that the anticipated Occupation Date is 28 February 2020;
- 2.1.14 “ooba Mortgage Originators” means ooba Mortgage Originators with business address at 8th Floor, Ooba House, 33 Bree Street Cape Town 8001 with reference Charlene van Wyk at charlene.vanwyk@ooba.co.za or +27 12 940 8872;
- 2.1.15 “Participation Quota” means a percentage expressed to 4 decimal points and arrived at by dividing the floor area, to the nearest square meter, of the Unit and the exclusive use area by the total floor area, to the nearest square meter, of the Scheme;
- 2.1.16 “Property” means collectively the land and the building or buildings;

- 2.1.17 “Schedule of Particulars” means the schedule prefixed to this agreement, forming part hereof which contains details of the Unit sold, the purchase price and other details hereinafter referred to;
- 2.1.18 “Scheme” means UPPER OAK;
- 2.1.19 “Sectional Title Register” means a sectional title register in respect of the land and the building/s comprised in the Scheme from time to time;
- 2.1.20 “STSMA” means the Sectional Titles Schemes Management Act, Act 8 of 2011;
- 2.1.21 “Unit” shall have the meaning defined in the Act and with regard to the Unit hereby sold shall mean any Unit which is specified in the schedule notwithstanding that the sectional plan upon which the section forming part of the Unit is shown or is to be shown may not be presently registered and for purposes of this Agreement shall include the Exclusive Use Area.
- 2.2 In this agreement, unless the context otherwise requires:
- 2.2.1 A reference to a "person" includes a reference to an individual, partnership, company, close corporation, other body corporate, a trust, an unincorporated or joint venture, and that person's legal representatives, successors and permitted assigns;
- 2.2.2 Words importing the singular shall include a reference to the plural and vice versa;
- 2.2.3 In the event where the day for performance of any obligation to be performed in terms of this Agreement should fall on a day which is not a business day, in which case the last day shall be the immediate succeeding Business Day;
- 2.2.4 Where any number of days is prescribed in this Agreement, that number shall be determined inclusively of the first day and exclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the immediately succeeding Business Day;
- 2.2.5 All monetary amounts are stated exclusive of VAT and in South African Rand
- 2.2.6 The headings are used for reference only and are in no way to be deemed to explain, modify, amplify or aid in the interpretation of this agreement.

3 BOUNDLESS MASTER ASSOCIATION NPC

- 3.1 The Purchaser hereby acknowledges the intended formation of a homeowners' association and undertakes to become and remain a member of the homeowners' association and to be subject to the constitution of the homeowners' association until the Purchaser ceases to be an owner of a Unit in the Scheme.
- 3.2 It is agreed that a condition restricting transfer of a Unit in the sectional title scheme will be registered, when the Sectional Title Scheme is opened, in terms of the schedule provided for in Section 11(3)(b) of the Act, read with Regulation 6(4) of the STSMA, stipulating that no transfer of a Unit may be effected unless the transferee automatically through signing any acquisition document in respect of the Unit and taking transfer of a Unit in the sectional title development scheme, becomes a member of the Homeowners Association of the sectional title development scheme.
- 3.3 The parties agree that a requirement of the constitution of the Homeowners Association stipulates or will stipulate on registration of the sectional title development scheme that all members of the Body Corporate of the sectional title development scheme of which the Unit forms part, shall be members of the Homeowners Association; and furthermore the section 11(3)(b) certificate will assign the functions and powers of the body corporate to the Homeowners Association to be registered, who's Constitution will provide for the acceptance of and execution of such assignment of the functions and powers of the body corporate.
- 3.4 The management rules (annexure 1) as contemplated in Regulation 6(2) (a) of the STSMA shall not be those as set out in Annexure 1 of the Regulations to the STSMA and is replaced by the management rules provided by the Home Owners Association and developer at registration of sectional title development scheme to be amended from time to time in terms of the Constitution of the Homeowners Association. A copy of the management rules to be applied by the Homeowners Association is available from the Seller.
- 3.5 The Conduct Rules in terms of Annexure 2 to the Regulations are replaced by the Conduct Rules of the Homeowners Association as amended from time to time in terms of the Constitution of the Homeowners Association. A copy of the Conduct Rules to be applied by the Homeowners Association is available from the Seller.

4 PURCHASE PRICE

The purchase price (including VAT) of the Unit payable by the Purchaser to the Seller is the amount referred to in paragraph 4 of the Schedule of Particulars, which amount shall be payable as follows:

- 4.1 the deposit referred to in 5 of the Schedule of Particulars shall be held in trust by the Seller's Conveyancers and invested in an interest bearing trust account in terms of Section 86(4) of the Legal Practice Act, interest accruing to the Purchaser and paid to the Seller or its nominee on transfer or when the Seller is entitled thereto in terms of this agreement or to the Purchaser when the Purchaser is entitled thereto in terms of this agreement. The Purchaser hereby acknowledges that, prior to the deposit being invested in an interest bearing trust account by the Conveyancers, the Purchaser is obliged to comply with the requirements of the Finance Intelligence Centre Act and to provide copies of certain documentation to the Conveyancers. Failure to comply and not sign and provide information when requested will result in the deposit not earning interest to the benefit of the Purchaser;
- 4.2 The amount of the loan in clause 6 of the Schedule of Particulars shall be secured by a bank guarantee acceptable to the Seller and delivered to the Seller's Conveyancers and / or the balance of the purchase price in 7 of the Schedule of Particulars shall be paid into trust with the Conveyancers (and be invested in terms of 4.1) or secured by the furnishing of a bank guarantee(s) acceptable to the Seller within 7 (seven) days from written request by the Conveyancers, which request will be made on submission of the sectional title plans to the Surveyor General's offices.
- 4.3 Should the payment and / or the guarantees in 4.2 not be paid or delivered timeously as the case may be, the Purchaser shall be liable for and shall pay without demand to the Seller the Mora Interest in 17 of the Schedule of Particulars.

5 OCCUPATION

- 5.1 Occupation of the Unit shall be given to and taken by the Purchaser on the Occupation Date from which date the risk, profit and loss in the Unit shall pass to the Purchaser. The Seller, however, does not warrant that the Unit will be ready for occupation on the anticipated Occupation Date and should the Unit not be available for occupation on the anticipated Occupation Date the Purchaser shall have no claim against the Seller arising from such late occupation.

- 5.2 The Purchaser shall not be entitled to take occupation of the Unit unless the Purchaser has, to the satisfaction of the Seller's Conveyancers, secured the full purchase price and signed all transfer documentation.
- 5.3 If the Seller is unable, for any reason whatsoever, to give occupation of the Unit to the Purchaser on the anticipated occupation date, the Purchaser shall accept occupation of the property on the earliest date thereafter on which the Seller, by written notice of not less than 7 (seven) days to the Purchaser, is able to give occupation and such subsequent date shall be deemed, for all purposes, to be the Occupation Date.
- 5.4 Save as aforesaid, the Purchaser shall have no claim of whatsoever nature or howsoever arising against the Seller for failure for any reason to give occupation to the Purchaser on the anticipated Occupation Date.
- 5.5 In the event of any dispute as to when occupation of the Unit may be given, a certificate by the Scheme's Architect (acting as expert and not as an arbitrator) certifying that the Unit is ready for occupation shall be final and binding on the parties. In the event of a dispute the date of the Architect's certificate shall be deemed to be the Occupation Date.
- 5.6 The Purchaser acknowledges that, on the Occupation Date, the buildings may be incomplete and that occupants of the Unit may consequently suffer inconvenience from building operations and from noise and the dust resulting there from and that the Purchaser shall have no claim whatsoever against the Seller by reason of any such inconvenience.
- 5.7 Prior to the Occupation Date of the Unit, the Purchaser shall be entitled, at reasonable times and with prior written arrangement with the Seller, to gain access to the site but hereby indemnifies the Seller against any claims for damages or personal injury he/she/it may have as a result of the site visit. The Purchaser shall not be entitled to demand any amendments or repairs to the Unit prior to the Date of Occupation where his/her/its rights in terms of clause 7.1.2 shall apply.
- 5.8 In the event that the Purchaser fails to inspect the Unit within 7 (seven) days as prescribed in clause 6.2 hereof, the Purchaser automatically consents that the Unit may be inspected by the Architect and the said Architect may complete the snag list on behalf of the Purchaser and provide such list to the Seller for remedial work to be carried out. This condition contained in clause 6.2 hereof shall be applicable to the Seller and Purchaser as if the Purchaser has completed the snag list in person.

6 OCCUPATIONAL RENTAL

- 6.1 On and with effect from the Occupation Date up to and including the Date of Registration of Transfer the Purchaser shall pay to the Seller, monthly in advance, Occupation Rental at the rate calculated on the purchase price and set forth in clause 11 of the schedule of particulars.
- 6.2 The Purchaser shall be liable for Occupational Rental irrespective of whether he takes occupation or not and shall not be entitled to withhold the Occupational Rental or any part in respect of the work to be done as provided for in clause 7.1.2.
- 6.3 It is hereby agreed that no tenancy shall be created by the Purchaser taking occupation prior to the Date of Registration of Transfer.
- 6.4 The Purchaser hereby consents that the Seller's Conveyancers may set off any amount owing in respect of Occupational Rental of the Unit (if applicable) as set out in clause 6 hereof, against interest earned on the Purchaser's invested deposit, which Occupational Rental shall be paid directly to the Seller following the Date of Registration of Transfer.

7 CONDITIONS OF OCCUPATION

- 7.1 From the Occupation Date, the Purchaser shall, until the Date of Registration of Transfer:
- 7.1.1 comply with the provision of the Act, STSMA and of the rules which will be applicable to the Scheme on the basis that the Seller shall, until the body corporate comes into being, enjoy the same rights and powers as the body corporate and the trustees enjoy in terms of such rules;
- 7.1.2 on the Inspection Date a representative of the Seller and the Purchaser shall inspect the Unit and the Purchaser shall point out to the Seller's representative any keys, locks, windows, fixture, wash-basins, toilets or any other installations contained in or which should be contained in the Unit which are defective or missing or not in conformity with the requirements of the Agreement, which defective, missing or broken items shall be recorded in a schedule with full particulars which shall be signed by the Purchaser and the Seller's representative (hereinafter referred to as the "snag list").
- 7.1.2.1 Save for the items recorded in the snag list, the Purchaser shall be deemed to have acknowledged that neither the Unit nor any other keys, locks, windows, fixtures, fittings, wash-basins, toilets, other installations or the

roof are defective or missing or not in conformity with what has been agreed by the Parties and that the Unit has been delivered to the Purchaser complete in all respects and suitable in all respects for the purposes for which it is sold.

- 7.1.2.2 The Seller shall furnish a copy of the snag list to the Building Contractor who shall liaise with the Purchaser and who shall attend to all items prior to the Occupation Date;
- 7.1.2.3 The Seller shall not be liable to attend to any other or further remedial work after completion of the necessary work detailed in the snag list.
- 7.1.2.4 The Purchaser shall only take occupation of the Unit after completion of the remedial work by the Seller, unless the Parties agree in writing that the Purchaser may take occupation prior to completion of the remedial work and then only subject to the conditions that the Seller in his sole discretion may impose.
- 7.1.2.5 The Purchaser shall within 3 (three) days of notification by the Seller that the remedial work is completed, provide the Seller with all documentation required to release any retention on any loan amount granted in terms of clause 6 of the Schedule of Particulars in respect of the Unit and shall confirm in writing that the Purchaser is satisfied with the Unit in all respects.
- 7.1.2.6 In the event that the snag list remedial work as referred to in clause 7.1.2 has not been completed 100% by registration, save for minor outstanding remedial work which does not prevent the Purchaser from occupying, enjoying and using the Unit, shall the Seller not be liable for any occupational interest to the Purchaser.
- 7.1.3 The Seller shall be relieved of its obligations in terms of this sub clause if the Purchaser fails to attend the inspection and fails to notify the Seller during the aforesaid inspection respectively of any faults or defects or, as the case may be, of repair work required to the roof;
- 7.1.4 A certificate issued by the Scheme's Architect (acting as an expert and not as an arbitrator) stating that any defect for which the Seller is liable in terms of this clause

has been made good, shall be final and binding on the parties and shall relieve the Seller from any further obligations whatever in respect of any such defect. In the event of a dispute arising in regard to the nature of an alleged defect/snag a certificate by the architect (acting as an expert and not as an arbitrator) shall be final and binding on the parties.

- 7.2 The Seller undertakes to cede all warranties in respect of the building, more specifically, the roof of the building to the Body Corporate.
- 7.3 Prior to the Date of Registration of Transfer the Purchaser shall not be entitled to make any alterations or additions to the Unit without the prior written consent of the Seller;
- 7.4 From the Occupation Date the Purchaser shall be obliged to maintain the Unit in a fit and proper condition, and to keep it neatly and properly painted and glazed. The Purchaser shall further be obliged to maintain and from time to time replace, as may be necessary, all the interior fittings, electrical and service installations of the Unit, and shall be obliged to keep the walls, floors and ceilings of the Unit in proper repair, and generally to undertake all such maintenance and repairs not envisaged in clause 7.1.2;
- 7.5 The Purchaser shall not be entitled to divide the Unit for the purpose of selling, donating or in any other manner alienating or disposing of the Purchaser's rights of occupancy or any portion thereof to any other person;
- 7.6 The Purchaser shall not sell or rent the Unit or in any manner alienate his rights to the Unit as conferred upon him by this agreement, except with the prior written consent of the Seller and only once:
 - 7.6.1 The Purchaser has furnished the Seller with the documentation in 7.1.2.5 confirming that all the remedial work has been completed to the satisfaction of the Purchaser;
 - 7.6.2 The Purchaser has furnished the Seller with the full names and details of the tenant / occupier that the Purchaser intends to let or grant possession and occupation of the Unit to;
 - 7.6.3 The Purchaser has furnished the Seller or the Managing Agent with a copy of the lease agreement entered into between the Purchaser and his/her/its tenant /occupier, which agreement must include a clause stipulating that such tenant/occupier will be bound by the rules;

- 7.6.4 The Purchaser hereby undertakes and guarantees that he/she/it, his/her/its tenant and/or occupier will duly comply with all the rules;
- 7.6.5 The Purchaser hereby indemnifies the Seller against and agrees to be held liable for, any damages or loss that the Seller may suffer as a result of the Purchaser's tenants or occupier's failure to comply with the rules;
- 7.6.6 The Purchaser hereby agrees to accept liability and consents to be liable, for the purposes of this clause 7, for any legal costs on an attorney and own client scale, incurred by the Seller or the managing agent to enforce the rules against the Purchaser and/or his tenant/occupier including the legal costs of evicting the tenant/occupier.
- 7.7 The Purchaser shall be liable for all refuse, sewer, water and electricity consumed, in respect of the Unit from the Occupation Date, provided however that if it is found not to be desirable in the discretion of the Seller to arrange separate metering of the Unit, then such items will be calculated in accordance with the anticipated participation quota on the draft sectional title plans.
- 7.8 The Purchaser shall not use the Unit or the common property in such manner as to cause any damage there or to the other units in the building, nor shall he/she/it store or permit the storage therein of any inflammable material which may vitiate any policy of insurance in respect of the building or which is likely to have the effect of increasing the premium payable in terms of any such insurance policy.
- 7.9 The Seller either personally, or through its employees or agents shall be entitled at all reasonable times to have access to the Unit for the purpose of inspecting same or to carry out any maintenance or repairs which the Seller may in terms hereof be obliged or entitled to perform, whether such repairs relate to the Unit or not, and the Purchaser shall have no claim against the Seller for any disturbance in his/her/its occupation arising out of the exercise by the Seller of the rights hereby conferred.
- 7.10 The Purchaser may use and enjoy the common property but shall do so in such manner so as not to interfere with the use and enjoyment thereof by other Unit holders or other persons lawfully upon the property. The Purchaser shall ensure that his/her/its tenants, invitees and employees comply with the provision of this clause;

- 7.11 the Purchaser shall not use his/her/its Unit or permit same to be used in such manner or for such purpose as shall cause a nuisance to any occupier of a Unit or the common property or interfere with the amenities of the property or so as to breach any law, ordinance or by-law or any town planning scheme in force or to come into force in relation to the land;
- 7.12 The Seller hereby undertakes, pending the establishment of a Body Corporate –
- 7.12.1 to keep the building insured for replacement value against fire and all other risks against which the Seller may deem it prudent to insure, and to pay the premiums falling due thereon from time to time.
- 7.12.2 to maintain the property and to keep it in a state of good and serviceable repair, including any structural repairs to the improvements erected there on;
- 7.12.3 to keep in a state of good and serviceable repair and maintain the plant, machinery, fixtures and fittings used in connection with the common property;
- 7.12.4 to maintain and repair all pipes, wires, cables and ducts existing on the land or in the buildings and capable of being used only in connection with the enjoyment of more than one Unit or of the common property, provided however that notwithstanding anything to the contrary herein contained, the Seller shall be entitled to effect any repairs to the buildings (including the Unit) and/or the land even though the Seller is not obliged to effect such repairs in terms of this agreement;
- 7.13 Notwithstanding anything to the contrary contained in this agreement and pending the establishment of the Body Corporate as aforesaid it is hereby agreed that in the event of the Seller being unable to effect transfer by reason of either destruction of the building or expropriation of the land or for any other reason whatsoever save for such reason as may be attributed to the fault of the Seller, or in the event of destruction of the Unit to the extent that the Purchaser is deprived or likely to be deprived of Beneficial Occupation thereof for a period of 8 months or longer, either party shall thereupon be entitled to resile from the agreement.

8 VOETSTOOTS

- 8.1 Save for the provisions of 2.5 and 7.2 hereof, the unit is sold voetstoots and the Seller shall have no further or other liabilities in respect of any defects which appear in the dwelling whether patent or latent.
- 8.2 The Purchaser shall accept transfer of the unit subject to:
- 8.2.1 such registerable conditions as may be imposed by the Seller in terms of section 11 of the Sectional Titles Act;
- 8.2.2 such servitudes as may be applicable to the land and/or the buildings;
- 8.2.3 such conditions, reservations and servitudes contained or referred to in the title deed relating to the land.
- 8.3 The Purchaser acknowledges that the Purchaser has inspected the housing development scheme, the plans, the unit, the facilities and the common property, and that he is satisfied with regard to the circumstances, nature, position, extent and planning thereof, as well as the general suitability thereof according to and for purposes of the Purchaser's needs.
- 8.4 In the event of the measurement of the section varying by not more than 7 % (seven percent) from the sectional plan eventually registered by the Registrar of Deeds, or in the event of the unit being allocated a different number in such sectional plan, or the location of the building(s) being different to that reflected on the plans, the Purchaser shall nevertheless accept transfer of the unit as set out in the registered sectional plan in satisfaction of the obligations of the Seller in terms of this contract.
- 8.5 It is recorded that the Seller is a "producer" as defined in the Consumer Protection Act, Act 68 of 2008 (hereinafter referred to as the CPA) and that the property is sold with an "implied warranty of quality" as provided for in Section 56 of the CPA being a warranty that the Property complies with the requirements and standards contemplated in Section 55 of the CPA which Section 55 provides that the Purchaser has a right to receive the Property on the basis that –
- 8.5.1 It will be reasonably suitable for the purposes for which it is generally intended;
- 8.5.2 It is of good quality, in good working order and free of any defects;

8.5.3 It will be useable and durable for a reasonable period of time, having regard to the use to which the Property would normally be put to and to all the surrounding circumstances of its supply,

except to the extent that the buildings have been altered after leaving the control of the Seller.

8.6 It is however (as provided for in Section 55(6) of the CPA) recorded that –

8.6.1 the Purchaser agrees to accept the Property as it stands provided that the buildings are erected in a workmanlike fashion and substantially in terms of the attached plans and specifications. (Purchaser to initial next to this provision as proof that the Purchaser has assented to this provision and the Purchaser acknowledges the notice and his awareness of the risk and acceptance of the provision.);

8.6.2 in the event of a dispute as to whether the buildings shall have been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications, the matter shall be referred to an independent architect agreed upon by the parties (or, if they cannot within (3) three days agree, by the President of the Institute of Architects for the Gauteng Province), which architect, acting as an expert and not an arbitrator, shall determine whether the buildings have been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications, and if he determines that same is not the case, the Seller shall do everything required by that architect until the architect is satisfied that the buildings have been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications. If the said architect, after his first inspection, determines that the buildings have been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications, the Purchaser shall pay his costs or otherwise his costs shall be paid by the Seller.

8.7 It is further noted by the parties that this agreement was not concluded as a result of direct marketing as defined in terms of the CPA, and that the Purchaser will therefore not be entitled to the rights afforded in terms of Section 16 of the CPA.

9 COSTS OF TRANSFER/BOND REGISTRATION

9.1 The deposit/s, instalments and all other amounts payable to the Seller in terms of this agreement shall be payable free of all bank costs at the Seller's address or at such other

place within the Republic of South Africa as the Seller may from time to time in writing direct.

- 9.2 Each payment made in terms of this agreement and any interest earned on the deposit or other monies paid to the Seller's Conveyancers in terms of this agreement shall be allocated first to occupational rental, secondly to all other costs and charges due by the Purchaser in terms hereof and thereafter in reduction of the balance of the Purchase Price.
- 9.3 The Seller shall be liable for and shall pay all costs of drafting this Agreement, the opening of a sectional title register and all the costs of and incidental to the transfer of the Unit to the Purchaser, including all disbursements and VAT but excluding the Purchaser's bank charges.
- 9.4 The Purchaser will be liable for all bond registration costs, if any.
- 9.5 The Purchaser hereby irrevocably authorises the Seller to procure the appointment of the Conveyancers for the registration of any mortgage bond(s) that may be required for the purposes of this transaction. Notwithstanding the provisions of 9.3 hereof, should any mortgage bond to be registered over the Unit simultaneously with transfer of the Unit into the name of the Purchaser, not be registered by the Seller's Conveyancers (for any reason other than their refusal to so register) then the Purchaser shall be liable for the costs of registration of such transfer as well the costs of the registration of the mortgage bond, including all disbursements, within 7 (SEVEN) days after being requested to do so by the Conveyancers, over and above the purchase price.
- 9.6 In the event that the Purchaser needs a mortgage bond to finance the purchase of the Unit, all applications for the loan to the bank(s) must be dealt with exclusively by ooba Mortgage Originators and the Purchaser shall make available all the required documentation to the mortgage originator in order to facilitate this within 7 (seven) days after being requested to do so by the mortgage originator.
- 9.7 Transfer of the Unit shall be effected by the Seller's Conveyancers (the Date of Registration of Transfer). The Purchaser shall provide all documentation and information, sign all documents and do whatever may be required by the said Conveyancers within 7 days of request.

- 9.8 The Purchaser hereby warrants that his/her/its tax affairs are in order and that SARS will be in a position to issue the necessary Transfer Duty Exemption certificate for purposes of the transfer of the Unit on the request therefore.

10 PASSING OF RISK

All the benefit of and risk in and to the Unit shall pass to the Purchaser on the transfer date.

11 PURCHASER'S ACKNOWLEDGMENT

- 11.1 The Purchaser acknowledges that he/she/it is aware of and fully acquainted with the matters hereinafter set forth, namely that:

11.1.1 the Unit is sold in accordance with the sectional plan and the participation quota endorsed thereon as and when approved and subject to any modification or alterations which may be made thereto from time to time in accordance with the provisions of the Act or of any authority, and subject to any applicable conditions of title which may be incorporated therein;

11.1.2 if the areas of the common property are found not to correspond to those set out in this agreement, the Seller shall not be liable for any shortfall nor shall it be entitled to claim compensation for any surplus.

12 PURCHASER'S DEFAULT

- 12.1 If the Purchaser fails to pay on due date any instalment or other moneys which the Purchaser may in terms hereof (provided that no notice need be given if the breach is the non-payment of the deposit in clause 5 of the schedule) or commits any other breach of any of the terms and conditions of this agreement (or of any of the rules and regulations to which the Purchaser is subject in respect of the land and/or building, including the Unit), the Seller shall be entitled without prejudice to any other remedies that it may have at law, if the Purchaser fails to remedy such breach, default or non- payment within 7 (seven) days of dispatch of written notice per prepaid registered or certified post or delivery thereof by hand calling upon the Purchaser so to do:

12.1.1 to cancel this agreement, retake possession of the Unit and:

12.1.1.1 claim all damages suffered by reason of the Purchaser's breach of contract, in which event, pending the determination of such damages, the Seller

shall be entitled to retain in pledge, as security for the due payment by the Purchaser of such damages, all amounts paid by the Purchaser in terms of this agreement, and immediately the Seller's claim for damages shall have been established, there shall be set off and credited against such damages the aforesaid amounts retained by the Seller, provided that should such retained amounts exceed the damages so due to the Seller, the Seller shall refund the excess to the Purchaser, but, that should the said damages exceed the said amounts retained, the Purchaser shall be obliged to pay the amount of the shortfall to the Seller on demand; or

12.1.1.2 claim payment of all arrear payments then due and retain all payments already made by the Purchaser to the Seller prior thereto, as *rouwkoop* for damages as agreed in clause 5 of the schedule of particulars; or

12.1.2 to claim immediate payment of the full balance of the purchase price interest and all other amounts payable by the Purchaser in terms of this agreement.

12.2 If this agreement is cancelled as hereinbefore provided, the Purchaser and all persons claiming a right of occupation through the Purchaser, shall forthwith be obliged to vacate the Unit and to deliver it to the Seller. No lease or other right of occupation in favour of the Purchaser shall be created or come into existence by virtue of this agreement.

12.3 If the Purchaser disputes the Seller's right to cancel this agreement, then pending the determination of such dispute, the Purchaser shall be obliged to continue to pay all amounts payable by him in terms of this agreement on the due dates thereof and the Seller shall be entitled to accept such payments without prejudice to its rights of cancellation as aforesaid. If such dispute is decided in favour of the Seller then such amounts so received by the Seller after cancellation as aforesaid shall be deemed to have been paid to the Seller prior to cancellation.

12.4 Should this agreement be cancelled in terms of this clause the Purchaser shall not be entitled to claim or receive any compensation whatsoever from the Seller for any alterations, additions or improvements effected to or on the Unit save only as otherwise provided by law.

13 MORTGAGE FINANCE

- 13.1 This agreement is subject to the condition that the Purchaser (or the Seller or its agent, if any, on the Purchaser's behalf) is able to raise a loan, within the time frames stipulated in clause 9 of the Schedule of Particulars, upon the security of a first mortgage bond to be passed over the Unit for a sum of not less than the amount shown in 6 of the Schedule of Particulars. Such bond shall be substantially on the same terms and conditions as bonds granted by any bank or other financial institution in respect of similar properties and for Purchasers of a similar financial standing. This condition shall be deemed to have been fulfilled upon written advice by the lender to the Seller or the Purchaser that it is prepared to make the loan notwithstanding that funds might not immediately be available and notwithstanding that the final approval of the loan cannot be given until the sectional plans have been approved.
- 13.2 The Purchaser undertakes to use his/her/its best endeavours to raise the aforesaid loan and furthermore undertakes to sign all such documents as are reasonably necessary for this purpose. The Purchaser warrants that he/she/it earns sufficient to obtain the bond in the amount indicated.

14 JOINT AND SEVERAL LIABILITY

Should this agreement be signed by more than one person as Purchaser, the obligation of all such signatories shall be joint and several.

15 SURETYSHIP

Should the Purchaser be a company or close corporation or trust or should the Purchaser have nominated a company or close corporation or trust as co-Purchaser in terms of 16, the signatory to this agreement warrants that she/he is duly authorized to enter into this agreement on behalf of the company or close corporation and hereby binds himself as surety and co-principal debtor in favour of the Seller for all the obligations of the Purchaser in terms of this agreement (including any amounts which may become owing arising out of any breach of this agreement) and renounces the benefits of excussion, division, cession of action and de duobus vel pluribus reis debendi the meaning and full force and effects of such benefits the signatory/surety acknowledges he knows and understands.

16 RESOLUTIVE CONDITION (NOMINATION CLAUSE IN TERMS OF SECTION 5(2) OF THE TRANSFER DUTY ACT)

- 16.1 This agreement is subject to the resolutive condition that the Purchaser may nominate a third party Purchaser ("the nominated Purchaser") under this agreement as follows:
- 16.1.1 the nominated Purchaser need not be in existence at the time this agreement is signed but must be in existence at the time of the nomination;
- 16.1.2 both the nomination and the nominated Purchaser's acceptance of the nomination must be in writing and must be delivered to the Seller within 24 hours of signature of this agreement (or such extended date as the parties may agree in writing) failing which the right to nominate will lapse and the original Purchaser will remain bound as Purchaser under this agreement;
- 16.1.3 if a nomination and an acceptance are duly delivered as set out above, the sale to the original Purchaser will automatically fall away and be dissolved on such delivery and a new sale to the nominated Purchaser on the same terms and conditions will automatically simultaneously come into existence provided that:
- 16.1.3.1 reference to the date of this agreement will continue to refer to this date and not to the date of the new agreement;
- 16.1.3.2 the deposit, if any, paid by the original Purchaser will be refundable by the Seller to the original Purchaser on payment by the nominated Purchaser of the new deposit, provided that the nominated Purchaser may pay the new deposit to the original Purchaser in discharge both of the nominated Purchaser's liability to pay the new deposit to the Seller and the Seller's liability to refund the old deposit to the original Purchaser;
- 16.1.3.3 there shall be no consideration whatsoever payable by the nominated Purchaser to the Purchaser or to the Seller arising out of the cancellation of this sale and the coming into existence of the new sale pursuant to this clause.
- 16.1.4 the original Purchaser's rights to nominate a third party as Purchaser is conditional on the original Purchaser not being in breach of any obligation under this agreement.
- 16.1.5 The original Purchaser will automatically be bound as surety and co-principal debtor for the nominated Purchaser's obligations to the Seller arising out of this sale (including any amounts which may become owing arising out of any breach of

this Agreement) and renounces the benefits of excussion, division, cession of action and de duobus vel pluribus reis debendi the meaning and full force and effects of such benefits the original Purchaser acknowledges he knows and understands.

- 16.2 It is recorded that the Agent has agreed that if a new sale to the nominated Purchaser comes into existence pursuant to this clause, commission will only be payable to the Agent on the new sale to the nominated Purchaser and not on the sale to the original Purchaser which has fallen away.

17 SALE PRIOR TO TRANSFER

The Purchaser shall not, save with the prior written consent of the Seller, sell the Unit prior to transfer. Consent, if any, shall not absolve the Purchaser in any way from any of its obligations in terms hereof and in particular the obligation to take transfer of the Unit pursuant hereto. Simultaneous transfer of the Unit to the Purchaser's third party Purchaser may be permitted at the sole discretion of the Seller and only provided such simultaneous transfer in no way delays the transfer of the Unit to the Purchaser.

18 COMMISSION

The Seller shall pay the Agent commission in terms of its mandate, which commission shall be deemed to be earned on the conclusion of this agreement, and should the agreement be subject to a suspensive condition, then upon fulfilment of such condition shall be payable on the registration of transfer of the property into the Purchaser's name. Should this agreement be cancelled for any reason whatsoever or should transfer of the property not be registered for any reason whatsoever, or should the Purchaser and / or Seller breach this agreement, then the Agent may claim Estate Agent's commission from the defaulting party.

19 ADDRESSES AND NOTICES

- 19.1 For the purposes of this agreement, including the giving of notices and the serving of legal process, the parties choose domicilium citandi et executandi ("domicilium") at the addresses set out in the Schedule.
- 19.2 A party may at any time change that party's domicilium by notice in writing to each of the other parties, provided that the new domicilium is in the Republic of South Africa and

consists of, or includes, a physical address at which process can be serviced, such new address being effective on receipt by the addressee of such written notice.

19.3 Any notice given in connection with this agreement shall:

19.3.1 be delivered by hand; or

19.3.2 be sent by prepaid registered post; or

19.3.3 be sent by telefax (if the domicilium includes a telefax number),

19.3.4 be sent by email (if the domicilium includes an email address); to the domicilium chosen by the party concerned.

19.4 A notice given as set out above shall be deemed to have been duly given:

19.4.1 if delivered, on the date of delivery;

19.4.2 if sent by post, 7 days after posting;

19.4.3 if sent by telefax, on the day that the telefax is transmitted

19.4.4 if sent by email, on the day the email is sent.

20 VARIATION AND CANCELLATION

No agreement varying, adding to, deleting from or cancelling this agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.

21 INDULGENCES

No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement. Accordingly, that party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

22 SUSPENSIVE CONDITIONS

- 22.1 This entire agreement shall be subject to the suspensive condition that the development plan is approved by the relevant local authority.
- 22.2 This condition is inserted for the benefit of the Seller only and can be waived and/or extended by it at any time in writing prior.

23 PRE-EXISTING AGREEMENTS

- 23.1 The Purchaser acknowledges that he is aware that it is the intention to ensure a high standard development with technologically advanced systems and amenities forming part of the development scheme.
- 23.2 It is recorded that the Developer will entered into various agreements with service providers in respect of improvements and amenities appurtenant and ancillary to the Scheme, including but not limited to a customised photovoltaic solar and hybrid battery system.
- 23.3 This Agreement is subject thereto that the Purchaser binds himself to the agreement relating to the said photovoltaic solar and hybrid battery system by signing and accepting the conditions contained in the Deed of Adherence attached hereto and marked as Annexure 2.

25 ENTIRE CONTRACT

This agreement constitutes the entire contract between the parties with regard to the matters dealt with in this agreement and no representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties.

DEED OF ADHERENCE

I/we, the undersigned

Name: _____

Identity/ Registration Number: _____

(the "**Purchaser**") is desirous of purchasing and acquiring a section/unit in the Sectional Scheme known as **UPPER OAK** (or any such other name approved by the surveyor general), situated at Remainder Erf 825 Muckleneuk Township of the scheme, with an address at 42 Nicolson Street, Baileys Muckleneuk, Pretoria, 0181 (the "**Scheme**") from Boundless Information Systems Trust, Registration Number: IT4562/99 (the "**Seller**").

1. The Purchaser, to the extent that it may be required to do so, hereby acknowledges that he/she/it is aware that the Homeowners Association, Boundless Master Association NPC (registration number 2015/153684/08) has entered into a rent-to-own agreement in respect of the provision of photovoltaic solar and hybrid battery systems in respect of the Scheme (the "**Solarsaver Agreement**").
2. The Solarsaver Agreement will be managed by the **Homeowners Association** upon the opening of the sectional title register in respect of the Scheme, the costs of or in relation to the Solarsaver Agreement shall be for the account of the sectional title scheme UPPER OAK.
3. The Purchaser acknowledges that he/she/it understands that the Homeowners Association will on-bill the costs in relation to the Solarsaver Agreement to its members (of which the Purchaser upon becoming an owner of a section in the Scheme shall be one) in addition to the monthly levy payable, which amounts the Purchaser, as a member of the Homeowners Association undertakes to pay.
4. The Purchaser acknowledges that as a precondition to acquiring any section in the Scheme, the Purchaser is required to bind himself/herself/itself to the terms of this Deed of Adherence.
5. The Purchaser hereby agrees and acknowledges in favour of the Seller that the Homeowners Association shall (or shall become) bound by all of the provisions of the Solarsaver Agreement and that all the terms thereof shall be enforceable against the Homeowners Association, the costs of which shall be recoupable from the Purchaser by the Homeowners Association, *pro rata* to the participation quota of the Purchaser in the Scheme.

SIGNED at _____ on _____ 2021

For and on behalf of
THE PURCHASER:

Signature

Name of Signatory

Designation of Signatory