



# 70 On High

## DEED OF SALE

Kindly ensure that before signing this agreement, that you have had an adequate opportunity to understand these terms. If you do not understand these terms or if you do not appreciate their effect, please ask for an explanation and do not sign the agreement until the terms have been explained to you to your satisfaction.

### Part "A"

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#### 1. PURCHASE AND SALE

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 this Agreement. The property is sold subject to the conditions and servitudes applicable thereto, whether contained or referred to in or endorsed against the Title Deeds.

#### 2. INTERPRETATION

In this Agreement and in all annexures hereto, unless inconsistent with or otherwise indicated by the context:

2.1 the following words and expressions shall have the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings:

2.1.1 **"the Unit number"** means \_\_\_\_\_ (unit), \_\_\_\_\_ (floor), a unit comprising of the Section together with its sole use areas and its undivided share in the common property determined in accordance with the Participation Quota, and as indicated on the draft site development plan attached hereto marked **ANNEXURE "B"**. The carport numbers highlighted and indicated in **ANNEXURE "B"** to this agreement shall be allocated to the Unit at the first meeting of the Body Corporate in terms of the scheme's rules.

2.1.2 **"Purchase Price"** means R \_\_\_\_\_ ( \_\_\_\_\_ Rand) (which includes VAT, Transfer and Bond Costs, and Agent's Commission);

2.1.3 **"Deposits"** means the **initial Securing Deposit (Deposit 1) and further deposits (Deposit 2)** that are payable into the Trust account of the Conveyancer, who is authorised to release such money to the Seller when the Seller is legally entitled to receive such deposit and amounts:

**Deposit 1: (Initial Securing Deposit) R 10 000.00** in cash within **3 days** from date of signature hereof by the Purchaser (or such extended period as the Seller in its sole discretion may decide) to be deposited with the Conveyancers who shall hold the money in their trust account. It is specifically recorded that this security deposit shall be non-refundable, and shall not be paid back to the Purchaser if the contract is cancelled for whatsoever reason, except if the Purchaser fails to procure a bond and is not in breach of this agreement, in which case the full deposit will be refunded to the Purchaser.

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**Deposit 2:** Further Deposit R\_\_\_\_\_ (\_\_\_\_\_ Rand) payable by the Purchaser within **21 days** of acceptance of this offer (or such extended period as the Seller in its sole discretion may decide) or the Purchaser shall furnish the Conveyancers with an approved guarantee in favour of the Seller.

**Consumer Deposit:** deposit refundable to the Seller for connection of water and electricity services, which amount is determined by the Local Authority and is subject to change. Approximately: -

**R2000 (Two Thousand Rand)**

**The Purchaser, however, acknowledges that this amount is just an estimate and may be subject to change. The Purchaser will pay the connection fee for water, electricity and sewerage, and any Consumer Deposit payable for the opening of a new service account (water and electricity account) with the Local Authority, which shall be payable on demand.** Should this Agreement be cancelled for any reason whatsoever, the consumer deposit payable in terms of this clause shall be refunded to the Purchaser;

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- 2.1.4 **“Loan Amount”** means the first mortgage bond in the amount of R\_\_\_\_\_ (\_\_\_\_\_) which must be secured within **21 (Twenty One) ordinary days** (or such extended period as the Seller in its sole discretion may decide) of signature hereof by the Purchaser by obtaining written approval in principle of first mortgage bond to be registered over the Property by a registered commercial bank or building society as set out hereunder, subject to the terms usually imposed by such financial institutions, for any amount set out in this agreement. The Purchaser irrevocably appoints the Bond Originator, in his stead, to apply and submit for the loan referred to. Such application will be submitted to the financial institution of the Purchaser’s choice, and the Purchaser may negotiate the terms and conditions of the loan directly with the bank after submission of the application (**it is a condition of this sale that the Originator as appointed by the Seller apply for a bond at the selected bank on behalf of the Purchaser, such selected bank \_\_\_\_\_**); and the bond originator may apply at all other banks should the bank of choice not grant a bond to the Purchaser.
- 2.1.5 **“Act”** means the Sectional Titles Schemes Management Act 8 of 2011 (as amended) and all regulations thereunder read with the provisions of the Sectional Titles Act 186;
- 2.1.6 **“Agent”** means SSI Marketing, represented by Hendri Swart;
- 2.1.7 **“Bond Originator”** means Betterbond ref: Lynette Van Reenen, contact number: 011 896 5230;
- 2.1.8 **“Builder”** means **SMITH AND SEEGER INVESTMENTS CC, Registration Number 2003/084792/23**, who is duly registered as a Building Contractor with the NHBRC, with its chosen domicilium at c/o Victor and Partners Inc, Unit 10 Second Floor Highcliff Office Park, Constantia Kloof, represented by Michael Seeger;
- 2.1.9 **“Conduct Rules”** means the conduct rules as prescribed in terms of Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011) and Regulations thereto;
- 2.1.10 **“the contract”** or **“this contract”** means this agreement and the annexures hereto which are initialled by the parties for the purposes of identification;
- 2.1.11 **“Conveyancer”** means Victor and Partners Inc, Tel: (011) 831-0000, Ref: Robert Victor;
- 2.1.12 **“Conveyancer Trust Banking Details”**: means Victor and Partners Trust Account  
**Bank:** Nedbank Cresta  
**Account No:** 1286102022  
**ACB:** 128605  
**Ref:** [unit#] 70 ON HIGH

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It is noted that the attorneys' trust banking details as per this clause 2.1.12, will not change under any circumstances, and the Conveyancers will not request payment in terms of this Agreement into any other bank account than that provided herein. The Purchaser must beware of phishing scams and fraudsters.

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- 2.1.13 **“Guarantee Due Date”** means 7 (seven) days from being requested by the Seller's Conveyancers;
- 2.1.14 **“NHBRC”** means the NHBRC warranty that will cover the property as provided for herein;
- 2.1.15 **“Occupation Date”**
- 2.1.15.1 means \_\_\_\_\_ or on registration of transfer of the property into the name of the PURCHASER, whichever occurs first.
- 2.1.15.2 If registration of transfer of the property into the name of the Purchaser is not concluded by the occupation date refer to in 2.1.15.1, then the Purchaser shall be obliged to take occupation and be liable for payment of occupational rent and monthly levies at the current rates, and electricity and water used from date of occupation.
- 2.1.15.3 Should the occupation date be delayed due to a reason beyond the control of the Seller, then the Seller may extend such date on the provision that the Seller will give the Purchaser one calendar months written and / or verbal notice.
- 2.1.16 **“Occupational Rental”** means an amount equal to 1% (one) of the total Purchase Price, payable to the Seller monthly in advance from date of occupation to date of registration, plus payment of current levy amount.
- 2.1.17 **“Participation Quota”** means the Participation Quota allocated to the Section in the Sectional Plan and upon opening of the sectional title register, the registered Sectional Plan;
- 2.1.18 **“the plans”** means the draft site development plans relating to the unit annexed hereto marked **annexure “B”**;
- 2.1.19 **“Purchaser/s”** means the parties fully described in Part B hereto and chooses his address to receive any notice that relate to this Offer to Purchaser as per Part B hereto;
- 2.1.20 **“registration date”** means the date upon which the unit shall be registered in the Deeds Office into the name of the Purchaser;
- 2.1.21 **“the Section”** means the Section highlighted in **annexure “A”** to this agreement, indicated on the Floor Plan situated in the Scheme known as **70 ON HIGH on Erf 799 Brentwood Extension 39 Township**, of which section the floor area is approximately: **Ground Floor Unit 86m<sup>2</sup> & First Floor Unit 106 m<sup>2</sup> in extent excluding the parking and/or carports measuring approximately:25m<sup>2</sup> (If applicable)**. The Purchaser takes note that the size of the built unit may differ 5% - 7% from the Floor Plans, due to the difference in the method used to measure the unit by the Architect (from outside of outside wall) and the Surveyor (from the middle of outside wall), so the measured size will be smaller;
- 2.1.22 **“Seller / Developer”** means the trustees for the time being of the **BRENTWOOD PARK DEVELOPMENT TRUST, Registration Number, IT001973/2018 (T)**, with its chosen domicilium at Suite L9, Hingham Fields Office Park, 79 Boeing Road East, Bedfordview;
- 2.1.23 **“Scheme”** means the sectional title development scheme in respect of the Buildings to be named 70 ON HIGH which is envisaged to be opened simultaneously with the transfer of the unit hereby purchased and accordingly each owner of a unit will automatically be a member of the Body Corporate of such scheme and be liable for payment of a monthly levy to the Body Corporate. Each and every member of the Body Corporate is further automatically bound by the rules of the Body Corporate.
- 2.1.24 **“Signing Date”** means the date of signing of this Agreement by the Seller;

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### 3. PURCHASE PRICE AND PAYMENT

3.1 The Purchase Price shall be payable as provided for above and follows:

3.1.1 Payment of the Deposits;

3.1.2 The balance of the Purchase Price shall be secured on or before the Guarantee Due Date either:

3.1.2.1 by payment in cash to the Seller's Conveyancers; or

3.1.2.2 By a bank guarantee approved by the Seller, drawn in favour of the Seller or its nominee and expressed to be payable at JOHANNESBURG free of exchange, set off or deduction against transfer. Such guarantees shall be delivered to the Seller's Conveyancers on or before the Guarantee Due Date and shall be acceptable to the Seller.

3.2 The Seller's Conveyancers shall invest any amounts paid in terms of this agreement in the Purchaser's name in an interest bearing trust account in accordance with the provisions of Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014), and any rules applicable to the attorney's profession from time to time, interest to accrue for the benefit of the Purchaser until date of transfer, provided that in terms of section 86(5) of the Legal Practice Act No. 28 of 2014, 5% of the interest which accrues on such investment must be paid over to the Legal Practitioners Fidelity Fund and vests in the Fund. The Purchaser acknowledges that the amounts shall only be invested (and shall only thereafter earn interest) once the Purchaser has signed an Authority to Invest and complied with the requirements in terms of the Financial Intelligence Centre Act No. 38 of 2001, as amended. The Investment shall be subject to the conditions contained in the Authority to Invest.

3.3 **The Seller shall be entitled, in its sole and absolute discretion, to allocate any amounts received from or for the account of the Purchaser to the payment of any debt or amount owing by the Purchaser to the Seller in terms hereof. If the Seller fails to make any such allocation all amounts paid shall be deemed to have been allocated firstly to the payment of interest, secondly to the payment of amounts other than the Purchase Price due in terms hereof and finally to payment of the Purchase Price.**

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3.4 **The Purchaser agrees that the Conveyancers will, on behalf of the Seller, be entitled to deduct any amounts owing by the Purchaser in terms of this Agreement (including but not limited to levies, occupational rent, consumer deposits, connection fees, etc.) from any funds held by the Conveyancers in trust and invested by the Conveyancers on the Purchaser's behalf, before any refunds are paid to the Purchaser.**

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3.5 The Purchase Price is inclusive of Value Added Tax calculated at 15%, or such other rate as may be levied from time to time in accordance with the Value-Added Tax Act, No. 89 of 1991, as amended.

### 4. TRANSFER, BOND AND COSTS

4.1 The Purchaser shall be obliged to accept transfer of the Unit subject to the conditions, reservations and servitudes contained in the sectional title register and the Seller, the local authority or any other authority may impose such conditions of sectional title.

4.2 Subject to the provisions of the Act, the Purchaser shall not, by reason of any delay in the transfer of the Unit to him/her due to any cause whatsoever, be entitled to cancel this Agreement or to refrain from paying, or suspend payment of, any amount payable by him/her in terms of this Agreement or to claim and recover from the Seller any damages or compensation or any remission of Occupational Rental.

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4.3 The Purchaser warrants that all outstanding tax returns have been submitted to the Receiver and all outstanding tax amounts have been paid to the Receiver, to enable the Purchaser to take transfer of the property, failing which the Seller reserves its rights in terms of the breach clauses of this agreement.

4.4 Should a bond be registered over the property, the Purchaser irrevocably elects the Conveyancers as defined in clause 2.1.11 to handle the bond registration simultaneously with transfer of the property into the Purchaser's name. The Purchaser agrees that he shall approach such banks or building societies where the Attorneys are on the panel of the relevant institution, and where the Attorneys indeed receive instructions to register the bond so as not to cause any delay in registration. **In the event that another attorney, for whatsoever reason, receive instructions to register a bond over the property, then the Purchaser shall be responsible for payment of all the costs / fees payable in connection with the registration of the bond. The Purchaser remains responsible for payment of any initiation and valuation fees.**

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4.5 The Purchaser shall upon request by the Attorneys sign all the necessary documents relating to the transfer and bond registration (if any).

4.6 In addition to any rights the Seller may have, he will be entitled to payment of interest by the Purchaser on all amounts due and/or for any delay occasioned by the Purchaser in terms of this Agreement at an interest rate equal to prime rate charged from time to time by Standard Bank plus 2%. In the event of such delay, the Purchaser shall be liable for the payment of the rates and taxes and/or levies, *pro rata* for the time period of such delay.

4.7 **It is further agreed that should the Agreement be terminated as a result of the Purchaser's breach, the Purchaser shall be liable for the wasted costs of the Seller's Conveyancers in respect of the transfer and/or bond registration.**

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4.8 The Purchaser shall further be liable to pay occupational rent as set out in paragraph 2.1.16 above.

## 5. DEFAULT BY THE PARTIES

5.1 The PURCHASER shall have the right to cancel this agreement if;

5.1.1 Construction and/or finishes are not as per schedule of minimum specifications (**Annexure "C"**);

5.2 The SELLER shall have the right to cancel this agreement and put the unit up for resale if;

5.2.1 Transfer of the property is delayed by the Purchaser for any reason.

5.2.2 If transfer of the property is delayed by the Purchaser and the Seller does not exercise his right to cancel as per clause 5.2.1, then the Purchaser shall be liable for occupational rental from date of occupation as set out in clause 2.1.15.

5.2.3 The Purchaser markets the property in any manner, by either placing advertisements or appointing an agent, or any other manner of marketing, before the property is registered in the name of the Purchaser. If the Purchaser breaches the agreement in terms of this paragraph, the Seller shall be entitled to cancel the agreement immediately, without any notice to the Purchaser.

5.2.4 It is specifically agreed that only the Agent will be allowed to market and / or sell the Property in any way, before the registration of the unit into the name of the Purchaser.

5.2.5 Should the Seller elect to cancel the agreement, the Seller shall be entitled, without prejudice to any other rights available to it, to claim damages, retain all such amounts paid as a genuine pre-estimate of damages as a result of such breach in which event the Purchaser shall be deemed to have authorised the Seller's

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Conveyancers to pay the Seller such monies paid by him/her/it in terms of this agreement and / or repossess the section.

- 5.3 Save for the provisions of paragraph 5.2 above, if the parties commit a breach of any of the provisions of this agreement and fails to remedy the same within 3 (three) days of the dispatch by prepaid registered post of written notice (or to a nominated facsimile number) calling upon him to do so, then the aggrieved party will be entitled, at its option:
- 5.3.1 to cancel this Agreement; or
  - 5.3.2 to claim immediate specific performance of any of the defaulting party's obligations under this Agreement; and
  - 5.3.3 in either event to claim such damages as it may have suffered as a result of such breach of contract.
- 5.4 In the event that an act of insolvency (as defined in the insolvency Act 24 of 1936) has commenced or threatened to commence in respect of a Party, this Agreement shall be deemed automatically terminated.

## 6. LOAN

- 6.1 This Agreement is subject to the suspensive condition that the Purchaser is able to raise a loan for an amount of not less than the Loan Amount against the security of a first mortgage of the Unit at and upon prevailing bank rates and conditions within **21 (twenty one) ordinary days of the Signing Date** or such later date as the Seller may determine by giving written notice to the Purchaser, failing which this Agreement shall lapse and be of no further force or effect and the parties shall be restored to the status *quo ante*. This condition shall be deemed to be fulfilled immediately after a letter is issued by a bank/financial institution stating that the loan has been approved in principle.
- 6.2 The suspensive condition contained in clause 6.1 is inserted for the benefit of the Purchaser, and the Purchaser shall be entitled to waive same at any time prior to the date of fulfilment thereof, by written notice to the Seller.
- 6.3 The Purchaser undertakes to do all things reasonably necessary to procure a loan for the Loan Amount. In giving this undertaking the Purchaser warrants the accuracy of the financial information provided by him/her.
- 6.4 **If the Purchaser fails to do all things reasonably necessary to procure a loan or fail to comply with or accept any condition reasonably imposed by any potential lender, he/she shall be deemed to be in breach of this Agreement and the Seller shall be entitled at its election to regard this suspensive condition as having been fulfilled and may exercise its rights in terms of the breach clause. The Purchaser warrants that his financial position is such that having regard to the criteria or requirements usually applied by financial institutions, his application for a loan will not be refused.**

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- 6.5 The Attorney user codes / Panel Codes are as follows:

<b>ABSA:</b>	2441	<b>FNB:</b>	2767
<b>STANDARD BANK:</b>	6803 LAW 2767	<b>NEDBANK:</b>	1769
<b>SA HOMELOANS</b>	97		

- 6.6 If no amount is specified in clause 2.1.4 above or if such amount is stated to be zero (or equivalent wording) then the provisions of clause 6.1 to 6.5 shall not apply and in which event this Agreement shall not be subject to the suspensive condition as contemplated therein.
- 6.7 This Agreement is furthermore subject to the following suspensive conditions:
- 6.7.1 The issue of an Occupation Certificate by the relevant local authority;
  - 6.7.2 The signing of a Completion Certificate by the Purchaser, stating that the Purchaser is completely satisfied that the dwelling has been completed in terms of this Agreement and approved building plans, and there are no major defects in the dwelling; and

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6.7.3 The bank providing the bond attorneys with its favourable reassessment of the bond (if applicable) and the furnishing of a proceed instruction to the bond attorneys to enable the registration of the mortgage bond as provided for in clause 6.1.

failing which this Agreement will automatically fail and will be of no further force or effect, provided that the Parties will use their respective best endeavours to restore the *status quo ante*.

6.8 The suspensive conditions contained in clause 6.7 are inserted for the benefit of the Seller, and the Seller shall be entitled to waive same at any time prior to the date of fulfilment thereof, by written notice to the Purchaser.

## 7. AGENT

The Seller shall pay Agent's commission as per agreement between Seller and Agent and shall be deemed to be earned upon signature of this agreement and fulfilment of any conditions to which it may be subject. The Agent's commission is a first charge against the deposit and/or proceeds of the sale and the Seller hereby irrevocably authorises and instructs the Conveyancers to pay whatever amount shall be owing to the Agent in respect of commission. The Conveyancers are irrevocably instructed not to pass transfer until they have ensured that they will have sufficient funds in hand enabling them to pay whatever amount shall be owing to the Agent in respect of commission.

## 8. COOLING OFF

The parties' attention is drawn to the fact that Section 16 of the Consumer Protection Act, 68 of 2008 applies to this agreement. Notwithstanding any other clause in this contract, the Purchaser has the right to revoke this offer or terminate this agreement by written notice to be delivered to the Seller, or his or her agent, within five (5) working days of signature of this agreement. The Purchaser's attention is drawn to the fact that such notice will be of no force or effect unless it is:-

- (i) Signed by the Purchaser or his or her agent acting on his / her authority; and
- (ii) Refers to this offer or agreement as the offer or agreement that is being revoked or terminated as the case may be; and
- (iii) Is unconditional.

## 9. GENERAL

9.1 This Agreement represents the entire agreement between the parties. No other terms, conditions, stipulations, undertakings, representations or warranties shall be of any force or effect save as expressly included herein. No variation of or addition to or consensual cancellation of this Agreement and no waiver by the Seller of any of its rights hereunder shall be of any force or effect unless reduced to writing and signed by or on behalf of both parties.

9.2 If more than one person as Purchaser signed this Agreement the obligations of all the signatories shall be joint and several. If this Agreement is not signed by all the persons named as Purchasers, this Agreement shall nonetheless be and shall remain binding on the Purchasers who have signed this Agreement.

9.3 No latitude, extension of time or other indulgence which may be given or allowed by the Seller to the Purchaser in respect of any of its obligations in terms of this Agreement shall constitute a waiver, abandonment or novation of the Seller's rights in terms hereof.

9.4 The Purchaser shall pay all costs and charges incurred by the Seller including attorney and own client charges and collection commission incurred by the Seller in recovering any amount due in terms of this Agreement or in enforcing any provision of this Agreement.

9.5 It is agreed that each clause of this Agreement is severable. If any provision hereof is held to be illegal, invalid or unenforceable for any reason, such provision shall be deemed to be *pro non scripto*, but without affecting, impairing or invalidating any of the remaining provisions of this agreement which shall continue to be of full force and effect.

## 10. JURISDICTION

The Seller and the Purchaser hereby consent in terms of Section 45 of the Magistrate's Court Act, No 32 of 1944, as amended, to the jurisdiction of any Magistrate's Court having jurisdiction over their respective person under section 28 of the above Act, to determine any action or other legal proceedings arising out of this Agreement. Notwithstanding anything aforesaid, the Seller shall not be bound to bring any action arising from this Agreement in or before a Magistrate's Court, but may do so in any other court of competent jurisdiction should it so wish.

## 11. CESSION OF RIGHTS

11.1 The Seller hereby cedes all its rights and interest in the building contract, including all guarantees or warranties of whatsoever nature given to the Seller by the Builder, to the Purchaser, who hereby accepts cession thereof;

11.2 The Builder accepts all responsibility in respect of any faults, snags or workmanship towards the Seller, and undertakes to complete the building in accordance with the plans and specifications annexed to this agreement, failing which the Purchaser shall be entitled to enforce any rights or obligations directly against the Builder, as fully and effectually, for all intents and purposes, as the Seller would be entitled to do against the Builder.

## 12. NHBRC

The Builder will on behalf of the Purchaser obtain the NHBRC enrolment certificate and will abide by all the rules and regulations imposed by the NHBRC from time to time.

## 13. SNAGGING / SITE VISITS

13.1 **The Purchaser shall be given the opportunity to inspect the Section at different intervals during its construction, provided that a proper appointment is made with the Seller for such site visit. The Purchaser acknowledges that, until completion of the Section and issue of the Occupation Certificate, the site is a construction area, and as such is potentially dangerous. It is therefore imperative that the Purchaser does not attend at the site unaccompanied, and the Purchaser hereby indemnifies the Seller (as well as the Seller's employees, sub-contractors etc.) against injury or damage suffered.**

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13.2 **Official snag list to reach the Developer on the seventh day after the Occupation Date or if occupation not taken, seven days after transfer of the Unit, failing which the Unit will be considered snag free.**

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## 14. PROTECTION OF PERSONAL INFORMATION ACT 4 of 2013 ("POPI")

14.1 By signing this Agreement, the Parties hereby give their consent to the Agent involved in the sale, and to the Conveyancing Attorneys who will register the transfer of the Unit, to collect, process and store the personal information of both the Seller and the Purchaser to give effect to any of the parties' rights and obligations that flow from this Agreement. The parties agree that their personal information may be processed by the Agents and Attorneys and further processed and shared with any professional parties involved in the sale transaction, including but not limited to conveyancing attorneys, bond cancellation attorneys, banks, mortgage originators and municipalities or otherwise as required by law. The Sellers' Agents and Attorneys will process the personal information of the parties for the duration of the transaction as may be required and will retain the personal information as required by law.

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- 14.2 The Agent and Conveyancers will take all reasonable precautions to ensure the security of all information provided by the parties.
- 14.3 The parties understand their right to privacy and the right to have their personal information processed in accordance with the conditions for the lawful processing of personal information.
- 14.4 The Purchaser and the Seller acknowledge that they understand the purposes for which their personal information is required and for which it will be used.
- 14.5 The parties understand that, should they refuse to provide the Agents and/or Conveyancers with the required consent and/or information, the Agent and/or Conveyancers will be unable to conclude the sale and transfer the Unit into the Purchaser's name.
- 14.6 The Purchaser and the Seller both declare that all their personal information supplied to the Agent and/or Conveyancers for all purposes related to this sale is accurate, up-to-date, not misleading and that it is complete in all respects.
- 14.7 The parties undertake to immediately advise the Agent and/or Conveyancers of any changes to their Personal Information should any of these details change.

**15. PROPERTY PRACTITIONERS ACT 22 OF 2019 (“PPA”)**

The mandatory disclosure form in respect of the Property required in terms of section 67 of the Property Practitioners Act 22 of 2019, is attached hereto as **Annexure “D”**. To be completed on occupation, as the Purchaser is purchasing the Section off-plan, i.e. before the Section has been completely built.

**16. 3D RENDERING**

- 16.1 The Seller will make use of 3D rendering as a marketing tool to market the units in the Scheme. This 3D rendering entails, *inter alia*, the generation of realistic 3D Renderings of the proposed Scheme and units by means of a computer program. This will allow prospective purchasers to do a 3D walkthrough the unit, allowing them to tour and view the Scheme and Unit without having to physically be present.
- 16.2 **The Purchaser hereby agrees and acknowledges that there may be slight variations between the 3D Renderings and the actual constructed Scheme and Unit after completion, and that the Seller will not be liable in any manner whatsoever for, *inter alia*, variations in:**
- 16.2.1 **elevation levels, as the 3D rendering does not allow for different elevation levels to be displayed, for example the Unit may have a few stairs leading out into the garden, which stairs were not displayed on the 3D rendering;**
  - 16.2.2 **the colour of wall paint;**
  - 16.2.3 **tiles;**
  - 16.2.4 **cupboards;**
  - 16.2.5 **finishes and/or fittings i.e. knobs and/or handles, sinks, basins, baths, showers, taps, stoves;**
  - 16.2.6 **landscaping;**
  - 16.2.7 **paving and foot paths;**
  - 16.2.8 **location of carports / parking.**

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**SIGNED** by the parties on the dates and at the places set out below:

**PURCHASER, who by his/her signature hereto warrants:**

**(a) his/her capacity to enter into and sign this Agreement (Part A and B) and annexures A, B, C and D;**

**(b) all the information supplied in Part B hereof is true and correct;**

**all consent in terms of the Matrimonial Property Act has been furnished.**

Date: \_\_\_\_\_ Place: \_\_\_\_\_

\_\_\_\_\_  
**Purchaser**

\_\_\_\_\_  
**Co-Purchaser or Spouse**

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**For and on behalf of the SELLER / DEVELOPER**

Date: \_\_\_\_\_ Place: \_\_\_\_\_

\_\_\_\_\_  
**Seller / Developer**

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**AGENT, who by his/her signature hereto warrants his/her capacity to enter into and sign this Agreement,**

Date: \_\_\_\_\_ Place: \_\_\_\_\_

\_\_\_\_\_  
**Agent**

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**BUILDER, who by his/her signature hereto warrants his/her capacity to enter into and sign this Agreement,**

Date: \_\_\_\_\_ Place: \_\_\_\_\_

\_\_\_\_\_  
**Builder**

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

## “Part B”

### Purchaser’s Details / Information for the Conveyancer

	<u>Purchaser</u>	<u>Spouse/Joint Purchaser</u>
Surname:		
Full Names:		
Maiden Name:		
Present address:		
Postal address:		
Identity Number:		
Date of Birth:		
Marital Status:		
Date of Marriage:		
Type of Marriage:		
Telephone no.:		
	(work)	
	(home)	
Cell:		
Fax:		
E-mail:		
Period of service:		
Occupation:		
Employer:		
Gross monthly income:		
Total annual income:		
Income Tax registration no.:		

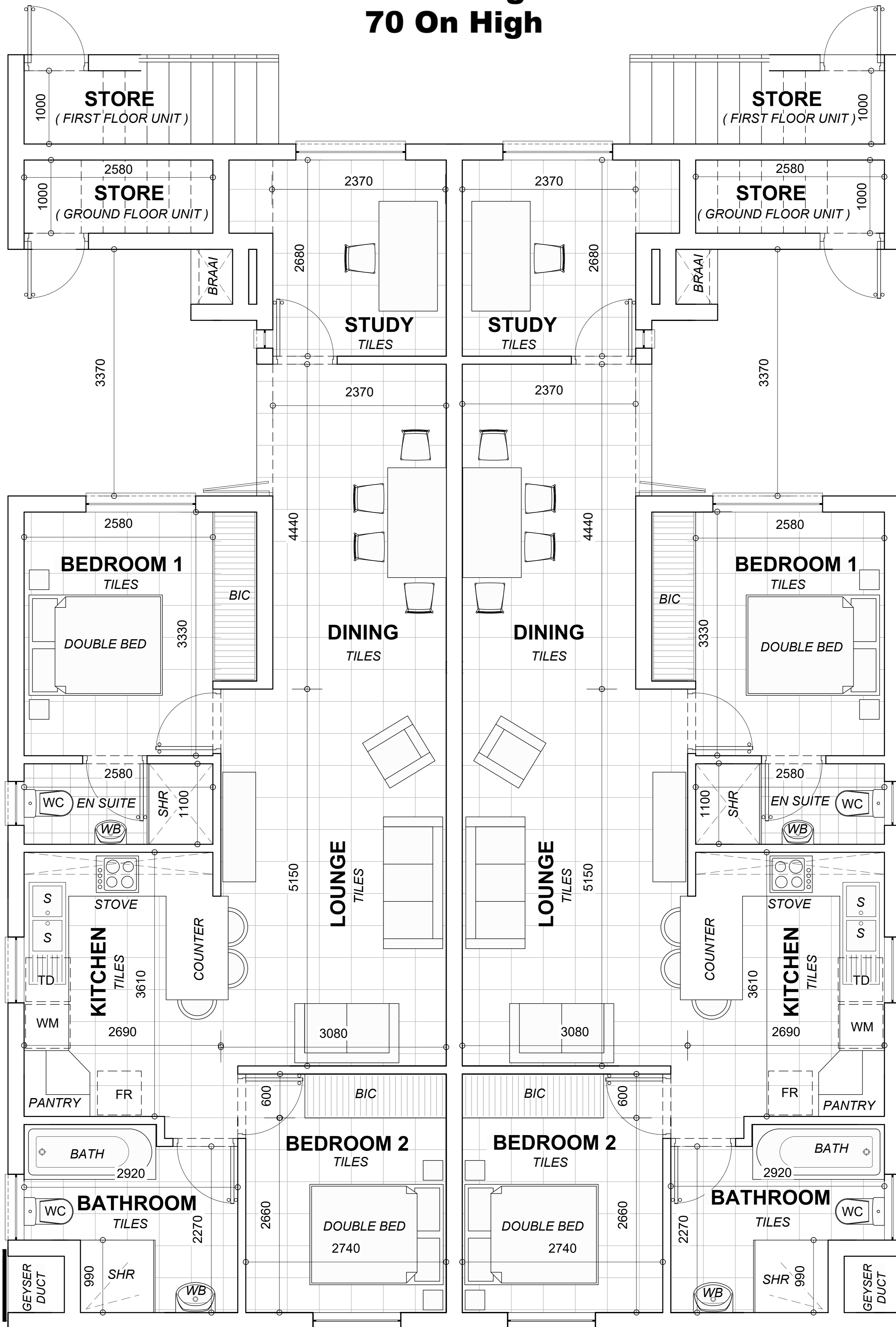
I/we the purchaser/s warrant and confirm the following:

1. The information contained herein is true and correct.
2. The above figures represent my true earnings / income and I agree to provide such proof.
3. I warrant that no judgments have been taken against me that would prohibit the granting of the bond referred to in the Agreement.
4. I am aware and understand the customary requirements of Deposit Taking Institutions regarding eligibility for loan finance based on salary, liabilities, credit ratings and other qualifications, and hereby warrant that to the best of my knowledge and belief I am eligible for a loan in the amount and on the terms and conditions contemplated in the Agreement.
5. I confirm that there are no amounts owing by me to SARS, and / or any documentation outstanding to be submitted to SARS and / or any dispute pending between myself and SARS that would prohibit and / or delay the issuing of a transfer duty receipt or exemption form in respect of this transaction. I take note that any breach of this warranty will constitute a material breach of the agreement and the provisions of clause 5 of Part A will be available to the aggrieved party.
6. I hereby agree that a ITC / credit check can be performed to determine my credit score.

\_\_\_\_\_  
(Initial)



**68 On High  
69 On High  
70 On High**



**GROUND FLOOR PLAN**  
NOT TO SCALE

# Annexure A

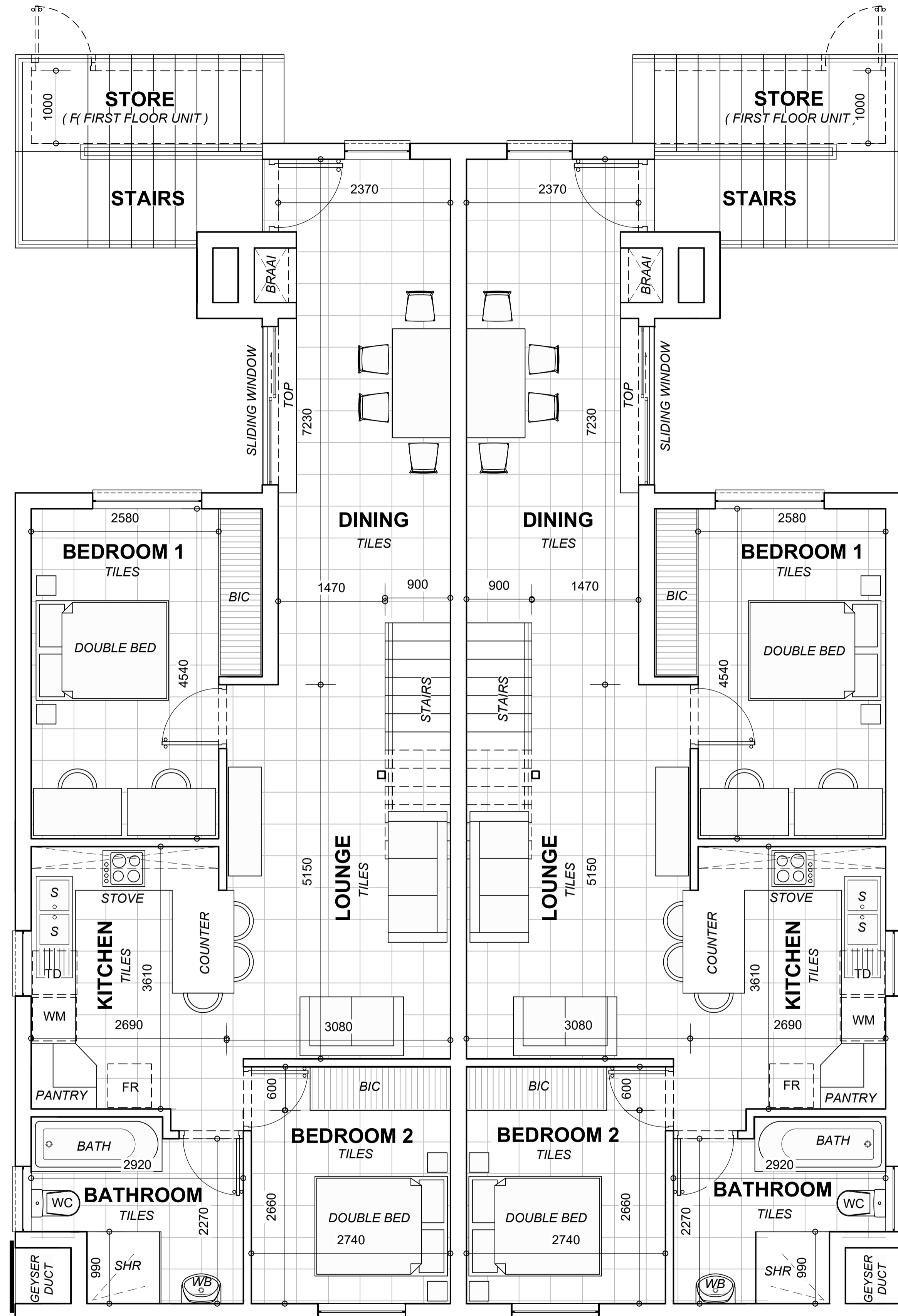
GROUND FLOOR AREA SCHEDULE	
UNIT	82.50m <sup>2</sup>
BRAAI	0.87m <sup>2</sup>
STORE ROOM	2.50m <sup>2</sup>
SUB TOTAL	85.87m <sup>2</sup>
DOUBLE CARPORT	25.00m <sup>2</sup>
<b>TOTAL</b>	<b>110.87m<sup>2</sup></b>

(Initial)

# Annexure A



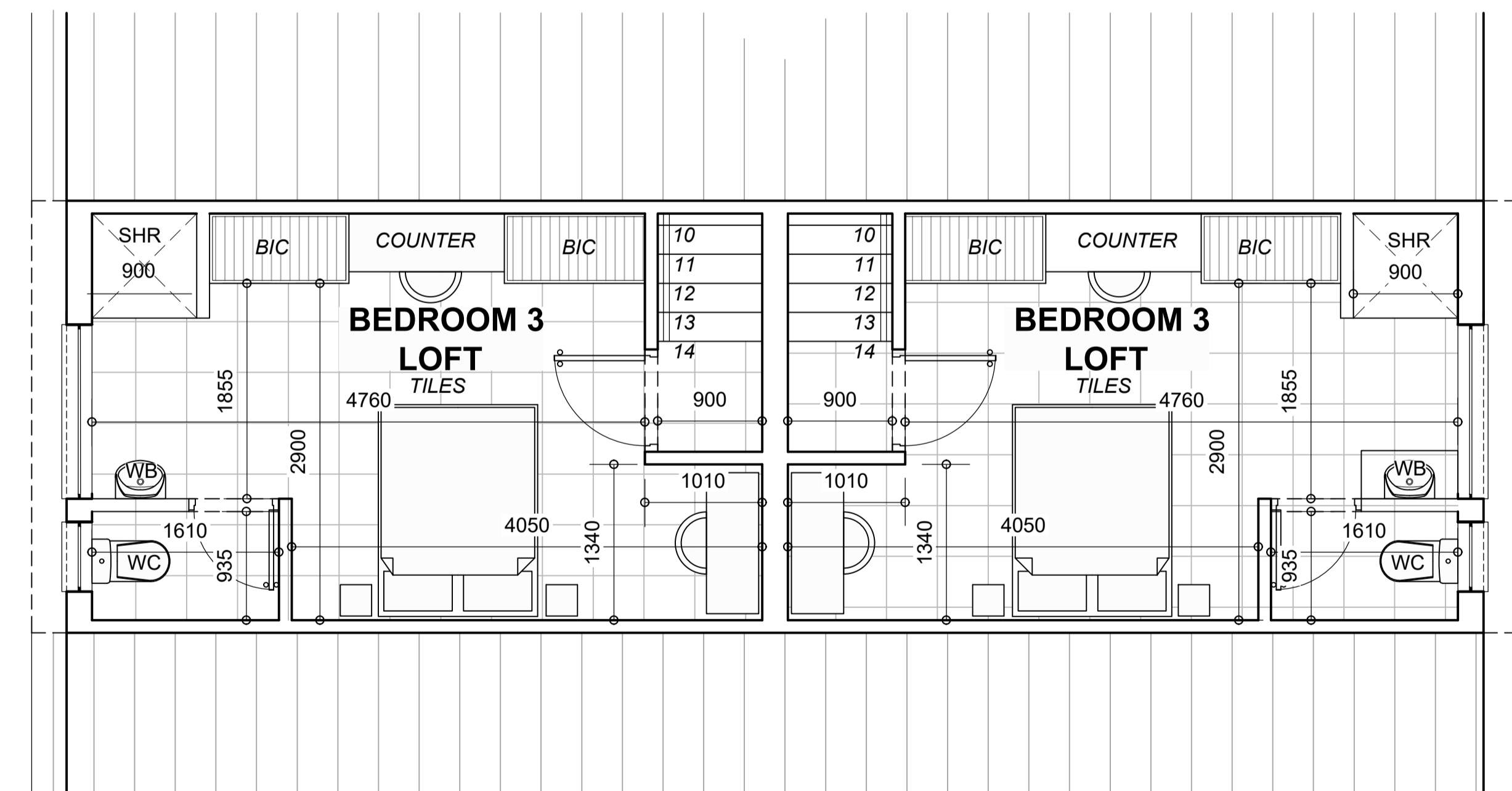
**68 On High  
69 On High  
70 On High**



## FIRST FLOOR PLAN

NOT TO SCALE

FIRST FLOOR AREA SCHEDULE	
UNIT	82.00m <sup>2</sup>
LOFT	21.70m <sup>2</sup>
STORE ROOM	3.10m <sup>2</sup>
<b>SUB TOTAL</b>	<b>106.80m<sup>2</sup></b>
DOUBLE CARPORT	25.00m <sup>2</sup>
<b>TOTAL</b>	<b>131.80m<sup>2</sup></b>

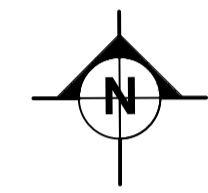


## LOFT FLOOR PLAN

NOT TO SCALE

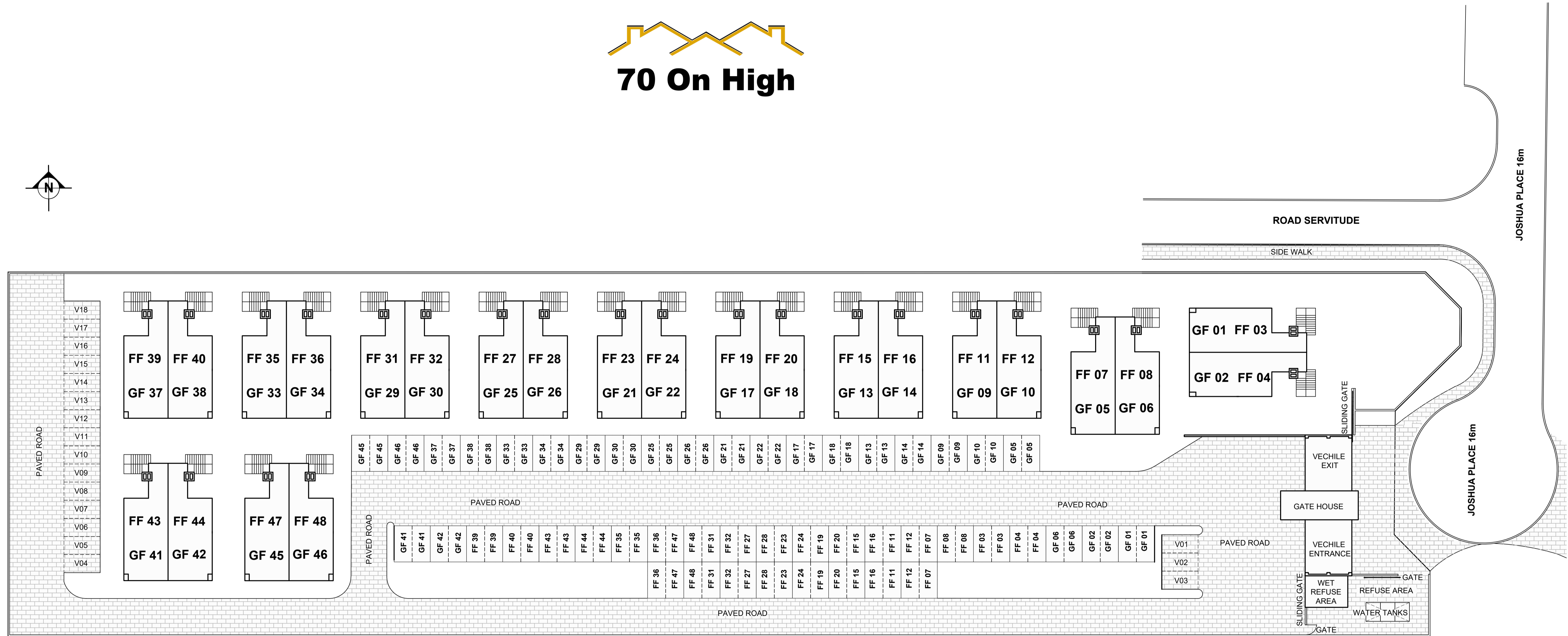
(Initial)

# 70 On High



HIGH ROAD

HIGH ROAD



JOSHUA PLACE 16m

JOSHUA PLACE 16m

**SITE PLAN**  
NOT TO SCALE

# Annexure B

(Initial)

## ANNEXURE C

# SPECIFICATION AND SCHEDULE OF FINISHES FOR

## 70 ON HIGH

### 1. FOUNDATIONS

- 1.1 Concrete foundations as per engineer's detail.

### 2. WALLS AND FINISHES

- 2.1 SABS approved cement or clay stocks.
- 2.2 External walls plastered and painted
- 2.3 Internal walls plastered and painted.
- 2.4 Brick force according to NHBRC specification.

### 3. ROOFS

- 3.1 Pitched roof with concrete roof tiles.

### 4. FLOOR FINISHES

- 4.1 Tiles – kitchen, bathroom, living area & bedrooms
- 4.2 Exterior tiles to developer's specification.

### 5. WALL TILING

- 5.1 Bathrooms 1.2m above floor, shower tiled to shower rose.

### 6. CEILING

- 6.1 Rhino ceiling and painted on first floor, ground floor concrete slab painted.

### 7. WINDOWS

- 7.1 All frames to be Aluminium frames.
- 7.2 Glazing will be obscure glass in bathrooms and clear float glass to other windows.

### 8. DOORS AND FRAMES

- 8.1 Internal doors to be hollow core, steel frames with white enamel paint.
- 8.2 Entrance door to be Aluminium. (Stacker door for ground floor unit)
- 8.3 External doors wood.
- 8.4 2 lever locks to internal doors.
- 8.5 3 lever locks external doors.

### 9. CURTAIN TRACKS

- 9.1 Single track to bathroom and kitchen, and double track to be fitted elsewhere.

### 10. BUILT IN CUPBOARDS

- 10.1 As per plan.
- 10.2 White melamine doors, edged chipboard interior.

### 11. KITCHEN FITTINGS

- 11.1 As per kitchen layout plans.
- 11.2 Double bowl sink.
- 11.3 Wall kitchen cupboards included.
- 11.4 Kitchen cupboards colored.
- 11.5 Granite Kitchen Tops.
- 11.6 Formica Counter Top in Dining Area. (first floor units)

### 12. STOVE

- 12.1 Gas or Electric Hob (to be selected), excluding gas bottle
- 12.2 Electric Under counter oven
- 12.3 Extractor Fan

### 13. PLUMBING, SANITARY WARE AND TAPS

- 13.1 One 150 liter Smart PV Solar Geyser System.
- 13.2 One cold water inlet and one waste for washing machine to kitchen.
- 13.3 WC's with matching cistern
- 13.4 WHB in bathroom, on pedestal.
- 13.5 Bath to be fiberglass.
- 13.6 Toilet roll holder adjacent to WC's.
- 13.7 Only white sanitary ware to be provided.
- 13.8 Towel rails.
- 13.9 Taps to be A grade range.
- 13.10 Shower Doors
- 13.11 Bathroom Medicine Cabinet.

### 14. ELECTRICAL INSTALLATION

- 14.1 One geyser and one stove connection.
- 14.2 Single phase supply.
- 14.3 Smart Light points as per standard layout 1 per room.
- 14.4 LED ceiling lights to be fitted throughout with Inverter Battery Backup Lights and Router System.
- 14.5 One TV point connection per unit in lounge area and one TV point connection in loft room (first floor unit).
- 14.6 Plug points:
  - 1 per appliance,
  - Double plug above worktop,
  - 2x double in lounge.
  - Double in every room excl bathroom
- 14.7 Fiber Internet ready
- 14.8 Prepaid Electricity Meter.

### 15. EXTERNAL WORK

- 15.1 Paving (brick), driveways.
- 15.2 Gardens to be laid out with lawn
- 15.3 Private Gardens to be enclosed
- 15.4 Paving to all roof downsides.
- 15.5 All levels, dimensions, depths of excavations, height of plinths, number of steps to be determined on site by developer.
- 15.6 It is the responsibility of each owner to control pests, ants, etc. after occupation.
- 15.7 Color of roof subject to availability.

### 16. SECURITY

- Estate perimeter walls electrified.
- Facial Recognition Access control at entrance.

### 17. GENERAL WORKS

- No external contractors shall be allowed on site to do any work without the written consent from the developer/seller. Nor shall the purchaser be allowed to discuss or arrange any additions or changes to the property without the **knowledge of the agent**. Any alterations or additions to the property must be in writing and be accepted by the **SELLER** and **PURCHASER** prior to commencement of any works.

- Units will be locked when near to completion.
- No access when developer is not on site.

### 18. PLEASE NOTE: NO CREDITS WILL BE GIVEN OR FITTINGS SUPPLIED TO ANY CLIENT WHO WANTS TO SUPPLY HIS/HER OWN FITTINGS OR FINISHES OR WHO WANTS TO MAKE ANY CHANGES TO STANDARD FINISHES.

### 19. The developer can not be held responsible for any actions or non actions of Telkom. 20. Levies does not include rates and taxes or Municipal Deposits.

### 21. GUARANTEES

- 21.1 Plumbing - 30 Days Guarantee from date of Occupation
- 21.2 Electricity - 30 Days Guarantee from date of Occupation
- 21.3 Locks & Doors - 30 Days Guarantee from date of Occupation
- 21.4 Cupboards - 30 Days Guarantee from date of Occupation
- 21.5 Geyser - 1 Year Guarantee from date of Occupation (Excluding Element & Thermostat)
- 21.6 Roof Leaks - 1 Year Guarantee from date of Occupation
- 21.7 Structure - 5 Years Guarantee from date of Occupation
- 21.8 Latent Defects - 3 Months from date of Occupation
- 21.9 Stove – 1 Year from date of Occupation

### 22. Green Edge Certified

(Initial)

## ANNEXURE "D" - IMMOVABLE PROPERTY CONDITION REPORT

### 1. Disclaimer

This condition report concerns the immovable property situated at \_\_\_\_\_ (the "Property"). This report does not constitute a guarantee or warranty of any kind by the owner of the Property or by the property practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the Property.

### 2. Definitions

2.1. In this form –

2.1.1. "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and

2.1.2. "defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

### 3. Disclosure of information

The owner of the Property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the Property may rely on such information when deciding whether, and on what terms, to purchase the Property. The owner hereby authorises the appointed property practitioner marketing the Property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the Property.

### 4. Statements in connection with Property

	YES	NO	N / A
I am aware of defects in the roof	-	-	X
I am aware of defects in the electrical systems	-	-	X
I am aware of defects in the plumbing system, including in the swimming pool (if any)	-	-	X
I am aware of defects in the heating and air conditioning systems, including the air filters and humidifiers	-	-	X
I am aware of the septic or other sanitary disposal systems	-	-	X

\_\_\_\_\_  
(Initial)



I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps	-	-	X
I am aware of structural defects in the Property	-	-	X
I am aware of boundary line dispute, encroachments or encumbrances in connection with the Property	-	-	X
I am aware that remodelling and refurbishment have affected the structure of the Property	-	-	X
I am aware that any additions or improvements made to or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained.	-	-	X
I am aware that a structure on the Property has been earmarked as a historic structure or heritage site	-	-	X

**5. Provision of additional information**

The owner represents that to the best of his or her knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the owner have responded to any of the statements with a "yes", the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the response to the statement concerned.

<b>ADDITIONAL INFORMATION</b>
<b>Please note: That this document will be completed on occupation</b>

\_\_\_\_\_ (Initial)

**6. Owner's certification**

The owner hereby certifies that the information provided in this report is, to the best of the owner's knowledge and belief, true and correct as at the date when the owner signs this report.

**7. Certification by person supplying information**

If a person other than the owner of the property provides the required information that person must certify that he/she is duly authorised by the owner to supply the information and that he/she has supplied the correct information on which the owner relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

**8. Notice regarding advice or inspections**

Both the owner as well as potential buyers of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

**9. Buyer's acknowledgement**

The prospective buyer acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and noncompliance aspects concerning, the property. The prospective buyer acknowledges receipt of a copy of this statement.

Signed at \_\_\_\_\_ on \_\_\_\_\_

Signature of owner \_\_\_\_\_

Signature of purchaser \_\_\_\_\_

Signature of property practitioner (agent) \_\_\_\_\_



# 70 On High

## ANNEXURE E

### CONDUCT RULES

Prescribed in terms of section 10(2)(b) of the Sectional Titles Schemes Management

Act, 2011 (Act No. 8 of 2011).

#### Keeping of animals, reptiles and birds

1.
  - (1) The owner or occupier of a section must not, without the trustees' written consent, which must not be unreasonably withheld, keep an animal, reptile or bird in a section or on the common property.
  - (2) An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the trustees' consent to keep that animal in a section and to accompany it on the common property.
  - (3) The trustees may provide for any reasonable condition in regard to the keeping of an animal, reptile or bird in a section or on the common property.
  - (4) The trustees may withdraw any consent if the owner or occupier of a section breaches any condition imposed in terms of sub-rule (3).

#### Refuse and waste disposal

2.
  - (1) The owner or occupier of a section must not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.
  - (2) Unless the body corporate provides some other way to dispose of refuse, the owner or occupier of a section must keep a receptacle for refuse of a type specified by the trustees in a clean and dry condition and adequately covered in the section, or on a part of the common property designated by the trustees for the purpose.
  - (3) The owner or occupier of a section must—
    - (a) move the refuse receptacle referred to in sub-rule (2) to places designated by the trustees for collection purposes at the times designated by the trustees and promptly retrieve it from these places; and
    - (b) ensure that the owner or occupier does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owners or occupiers of other sections.

#### Vehicles

3.
  - (1) The owner or occupier of a section must not, except in a case of emergency, without the written consent of the trustees, park a vehicle, allow a vehicle to stand or permit a visitor to park or stand a vehicle on any part of the common property other than a parking bay allocated to that section or a parking bay allocated for visitors' parking.
  - (2) A consent under sub-rule (1) must state the period for which it is given.

### **Damage to common property**

4.
  - (1) The owner or occupier of a section must not, without the trustees' written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
  - (2) An owner or occupier of a section must be considered to have the trustees' consent to install a locking or safety device to protect the section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style and materials approved in writing by the trustees.
  - (3) The owner or occupier of a section must keep a device installed under sub-rule (2) in good order and repair.

### **Appearance of section and exclusive use area**

5.
  - (1) The owner or occupier of a section must not, without the trustees' written consent, make a change to the external appearance of the section or any exclusive use area allocated to it unless the change is minor and does not detract from the appearance of the section or the common property.
  - (2) The owner or occupier of a section must not, without the trustees' written consent—
    - (a) erect washing lines on the common property;
    - (b) hang washing, laundry or other items in a section or any exclusive use area allocated to it if the articles are visible from another section or the common property, or from outside the scheme; or
    - (c) display a sign, notice, billboard or advertisement if the article is visible from another section or the common property, or from outside the scheme.

### **Storage of flammable materials**

6.
  - (1) Subject to sub-rule (2), the owner or occupier of a section must not, without the trustees' written consent, store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes.
  - (2) This rule does not apply to the storage of fuel or gas in—
    - (a) the fuel tank of a vehicle, boat, generator or engine; or
    - (b) a fuel tank or gas cylinder kept for domestic purposes.

### **Behaviour of occupiers and visitors in sections and on common property**

7.
  - (1) The owner or occupier of a section must not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
  - (2) The owner or occupier of a section must not obstruct the lawful use of the common property by any other person.
  - (3) The owner or occupier of a section must take reasonable steps to ensure that the owner or occupier's visitors do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
  - (4) The owner or occupier of a section is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any other grant of rights of occupancy.

### **Eradication of pests**

8.
  - (1) The owner of a section must keep the section free of wood destroying insects, including white ants and borer beetles.
  - (2) The owner or occupier of a section must allow the trustees, the managing agent, or their duly authorised representatives to enter the section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.
  - (3) The body corporate must recover the costs of the inspection and replacement referred to in sub-rule (2) from the owner of the section.