

**IMPORTANT ACKNOWLEDGEMENT BY PURCHASER/S**

I/We, the Purchaser/s, confirm that :

- I/We understand the meaning and effect of all the clauses contained herein;
- All blank spaces have been completed OR deleted
- I/We understand my/our obligations, assumption of certain risks and indemnities I/we provide to the Seller herein.

\_\_\_\_\_ Purchaser

Date: .....

\_\_\_\_\_ Purchaser

**AGREEMENT OF SALE : *Ridgeview Estate***

Concluded by and between –

**JT GROUP DEVELOPMENTS PROPRIETARY LIMITED**  
**Registration No. 1984/010978/07**  
**253 MONUMENT ROAD, GLEN MARAIS X1, KEMPTON PARK 1619**

represented herein by its duly authorised representative

(hereinafter referred to as "the Seller")

and

1. ....  
 (Full names and Identity Number OR Registration number of Trust / Company / CC

2. ....  
 (Full names and Identity Number OR Registration number of Trust / Company / CC

(hereinafter referred to as "the Purchaser")

**1. DEFINITIONS**

1.1. In this agreement, unless inconsistent with or otherwise indicated by the context, the following words or expressions shall have the following meanings assigned to them:

- 1.1.1. **"township"** means CLOVERDENE EXTENSION 36, Registration Division IR, Province of Gauteng;
- 1.1.2. **"property"** means ERF \_\_\_\_\_ in the township, as indicated on the General Plan and measuring approximately \_\_\_\_\_ square metres, which consists of a vacant piece of land;
- 1.1.3. **"General Plan"** means plan SG No \_\_\_\_\_;
- 1.1.4. **"Contractor"** means JTC CONSTRUCTION PROPRIETARY LIMITED;
- 1.1.5. **"Conveyancers"** means BARNARDS INC of Unit 3, Glen Eagle Office Park, 37 Koorsboom Avenue, Glen Marais, KEMPTON PARK : Tel No: (011) 975-2667;
- 1.1.6. **"Agent"** means the duly authorised Estate Agency or individual agent appointed by the Seller;
- 1.1.7. **"Bond Originator"** means the mortgage bond originator appointed by the Seller;
- 1.1.8. **"date of occupation"** shall mean the date of registration of transfer of the property into the name of the Purchaser,

whether the Purchaser takes actual occupation of such property or not;

- 1.1.9. **"Building Contract"** shall mean the Building Contract concluded between the Purchaser and the Contractor;
- 1.1.10. **"Municipality"** means the EKURHULENI METROPOLITAN MUNICIPALITY;
- 1.1.11. **"Home Owners Association"** means the CLOVERDENE X 36 HOME OWNERS ASSOCIATION, K2020/867770/08, registered as an association not for gain;
- 1.1.12. **"development period"** means the period from the establishment of the Home Owners Association until all of the erven or portions of erven in the township have been developed, alternatively until the Seller (being the developer) notifies the Home Owners Association that the development period has ceased, whichever is the earlier;
- 1.1.13. **"Rules"** means the management and conduct rules laid down by Home Owners Association;
- 1.1.14. **"Levies"** means the levies payable to the Home Owner's Association by each member thereof;
- 1.1.15. **"this Agreement"** means this Agreement of Sale in respect of the property;

- 1.1.16. "date of signature of this Agreement" shall mean the date upon which this Agreement is signed by the last party;
- 1.1.17. "days" means working days from Monday to Friday, but excludes Saturdays, Sundays and Public holidays.
- 1.2. Clause headings have been inserted for reference purposes only and shall not be taken into account in interpreting this agreement.
- 1.3. Words signifying the singular shall include the plural and vice versa, and words importing one gender shall include the others.

**2. AGREEMENT OF SALE**

The Seller hereby sells to the Purchaser who purchases the property on the terms and conditions set out in this Agreement.

**3. PURCHASE PRICE AND ADMINISTRATION FEE**

3.1. The purchase price for the property is the sum of  
 R ..... (.....  
 .....  
 .....  
 ..... RAND)  
 (inclusive of Value-Added Tax ("VAT")).

3.2. The purchase price shall be paid to the Seller in cash on registration of transfer of the property into the name of the Purchaser and payment thereof to the Seller shall be secured by the Purchaser as follows :

3.2.1. a deposit of R ..... (.....  
 .....  
 .....  
 ..... RAND)  
 shall be paid in cash within 7 (seven) days from date of signature of this Agreement, to the Conveyancers and to be invested by them in accordance with clause 3.3 below;

3.2.2. a further deposit of R .....  
 (.....  
 .....  
 ..... RAND)  
 shall be paid in cash on or before  
 ..... 202\_\_ to the  
 Conveyancers and to be invested by them in accordance  
 with clause 3.3 below;

3.2.3. For the balance of the purchase price amounting to  
 R..... (.....  
 .....  
 .....  
 ..... RAND),  
 the Purchaser shall, within 15 (fifteen) days after fulfilment of the suspensive condition in clause 12 (if applicable), furnish the Conveyancers with a Bank guarantee acceptable to the Seller and payable to the Seller or his nominee on date of registration of transfer.

- 3.3. The amounts to be deposited at the Conveyancers in accordance with clauses 3.2.1 and 3.2.2 (if applicable) shall be invested by them in an interest-bearing account, such interest to accrue for the benefit of the Purchaser, which deposit will be refunded to the Purchaser should the suspensive condition in clause 12.1.2 not be fulfilled. The Purchaser will, simultaneously with signature of this Agreement, sign the instruction annexed hereto as Annexure "B"
- 3.4. Should the Purchaser fail to furnish the guarantee/s within the period set out in clause 3.2.3, then interest will be charged monthly in advance on the outstanding balance of the purchase price calculated mutatis mutandis in accordance with clause 22, from the expiry date of the period to the date upon which the guarantee is furnished.
- 3.5. All the amounts referred to in this clause 3 are inclusive of VAT at the rate applicable at date of signature hereof. The parties expressly agree that if rate at which VAT is charged on any amount payable in accordance with this agreement be increased after date of signature hereof, such amount shall be increased accordingly and the Purchaser shall pay such increase in VAT to the Seller immediately on demand.
- 3.6. The Seller shall advise the Purchaser in writing of the date upon which this Agreement is signed by the Seller.

**4. POSSESSION AND OCCUPATION**

- 4.1. Possession and occupation of the property will be given to the Purchaser on the date of occupation as defined in clause 1.1.8, from which date all risk, profit and loss therein shall pass to the Purchaser.
- 4.2. From the date of occupation the Purchaser shall be liable for the payment of all rates and taxes and other municipal imposts levied against the property, as well as for water and electricity connection and consumption, sanitation, sewerage and refuse removal, insurance premiums, levies charged by the Home Owners Association and any other contributions or imposts charged against the property and the Purchaser will make the necessary payments to the Municipality and the Home Owners Association as required.
- 4.3. Any amounts paid by the Seller in respect of the amounts for which the Purchaser is liable in accordance with clause 4.2 for purposes of obtaining a clearance certificate/s, shall be refunded to the Seller within 30 (thirty) days after the date of occupation.

**5. CONDITION OF PROPERTY AND TITLE CONDITIONS**

- 5.1. The Seller does not furnish any explicit or tacit guarantees in regard to the property. The Purchaser acknowledges that he was not persuaded into entering this Agreement by any presentations made to him by the Seller or his representative other than what is contained in this Agreement.
- 5.2. The Purchaser acknowledges that he has inspected the property and is fully acquainted with the siting and condition thereof.
- 5.3. The property is sold to the Purchaser in the specific condition in which it stands and the Purchaser shall have no claim against the Seller in respect of any defects. The Purchaser should take note that in addition to possible visible defects, there may be also non- visible defects in the property.
- 5.4. In the event that the Consumer Protection Act 68 of 2008 does not apply to the transaction, it is hereby recorded that the property is sold voetstoots to the Purchaser.
- 5.5. The Seller shall not be liable for any deficiency in the extent of the property nor shall the Seller benefit by any possible excess in the extent thereof and the Seller does not accept any liability if the boundaries of the property are incorrect.

\_\_\_\_\_  
Seller initial

\_\_\_\_\_  
Purchaser initials

5.6. The property is sold subject to all existing conditions and servitudes mentioned or referred to in the current title deed of the property and conditions of township establishment, which is available for inspection at the offices of the Seller and to all such other servitudes and conditions which may exist in regard thereto and or which may have been imposed by any competent authority in consequence of the approval of the township.

## 6. TRANSFER AND BOND COSTS

- 6.1. Registration of transfer of the property shall be effected by the Conveyancers as soon as reasonably possible after the payment of the purchase price of the property and/or guarantees have been issued as contemplated in clause 3.2.3 above.
- 6.2. The Seller shall pay -
- 6.2.1. all costs to effect registration of transfer of the property into the name of the Purchaser; and
- 6.2.2. all costs relating to the registration of any bond over the property, provided that the Conveyancers are instructed to attend to the registration of the mortgage bond and that the bond is applied for by the Bond Originator or Agent.
- 6.3. All costs payable by the Seller as provided in clause 6.2 shall be paid within 7 (seven) days after being requested to do so by the Conveyancers.
- 6.4. Should any other conveyancer attend to the registration of the mortgage bond or the application is not made on behalf of the Purchaser through the Bond Originator or Agent, the Purchaser shall be liable for all costs relating thereto.
- 6.5. The Purchaser shall be liable for –
- 6.5.1. payment of a pro-rata refund to the Seller in respect of rates and taxes payable to the Municipality in advance in order to obtain a clearance certificate for transfer of the property, such pro-rata sum to be calculated from date of occupation;
- 6.5.2. all administration fees such as financial institution initiation-, valuation- and administrative fees, raised by the Bank granting the bond finance referred to in clause 12.1.2.
- 6.5.3. all costs payable for the following:
- 6.5.3.1. Plan submission fees in the estimated amount of R2 530,00
- 6.5.3.2. Architectural fees in the estimated amount of R5 520,00
- 6.5.3.3. Admin fees in the estimated amount of R1 500,00
- 6.6. The Purchaser hereby irrevocably instructs the Conveyancers to pay all such costs payable by the Purchaser as provided for in clause 6.5 from his deposit as provided for in clause 16.5 to a maximum amount of R10 000,00, within 7 (seven) days after being requested to do so by the Seller.
- 6.7. The Purchaser shall, within 7 (seven) days of receiving a written request from the Conveyancers, sign all transfer and/or bond documents and pay any costs for which he may be liable.
- 6.8. In the event of the Purchaser failing or neglecting to sign the transfer and bond documents and pay all costs for which he may be liable as provided in clauses 6.5 and/or 6.6, he shall, without prejudice of the Seller's rights as set out in clause 16, be liable to pay to the Seller interest on the total purchase price, calculated as set out in clause 22.

## 7. LEGAL PERSONS AND TRUSTS

- 7.1. Should the Purchaser sign this agreement in his capacity as nominee of a company to be formed and such company is not formed and registered within 60 (sixty) days from date of signature of this Agreement, or if the company is indeed formed and registered and does not ratify and adopt this Agreement, then the Purchaser in his personal capacity shall be regarded as the Purchaser in terms of this Agreement.
- 7.2. The Purchaser hereby undertakes and agrees not to alienate, sell, transfer, cede, assign, burden, encumber or otherwise dispose of any of the shares in such company until such time as the property has been transferred to and registered in the name of the Company.
- 7.3. Should the company ratify and adopt this agreement or should the Purchaser be an existing company or trust, then the signatory to this Agreement binds himself jointly and severally with the company or trust, as surety and co-principal debtor unto and in favour of the Seller for the punctual performance by the company or trust of all or any of the Purchaser's obligations assumed in this Agreement.
- 7.4. Should there be more than one Purchaser in terms of this agreement, such Purchasers are bound jointly and severally and in their personal capacities to the Seller for the punctual, proper and due performance of all their obligations assumed in this Agreement.

## 8. HOME OWNERS ASSOCIATION

- 8.1. The Purchaser acknowledges that he is required, upon the date of occupation, to become a Member of the Home Owners Association and irrevocably agrees to conduct himself strictly in accordance with and to be bound by the Memorandum of Incorporation and Rules of the aforesaid association, copies of which are available for inspection at the offices of the Seller.
- 8.2. The Purchaser is hereby expressly informed and accordingly acknowledges that he is aware that he will be liable, from the date of occupation, for payment of all contributions (levies) to the fund to be established by the Home Owners Association.
- 8.3. The Purchaser shall become and remain a member of the Home Owners Association as long as he remains the owner of the property.
- 8.4. The Purchaser shall not cede, assign or transfer the property to any person who has not bound himself to become a member of the Home Owners Association with effect from date of transfer of the property in that person's name and the Purchaser is obliged to and undertakes to notice the prospective new owner regarding the compulsory membership of the Home Owners Association.
- 8.5. The Purchaser declares himself to be aware of the following provisions, in its current or any amended form, to be included in the founding documents of the Home Owners Association:
- 8.5.1. the developer shall have 100 votes in addition to the votes conferred upon it below, provided however that this provision shall apply during the development period only;
- 8.5.2. every member, including the developer, in person or by proxy and entitled to vote, shall have 1 (one) vote for each erf registered in his name or in that of a juristic persona that he controls, as the case may be.
- 8.6. The conditions in clauses 8.3 and 8.4 above, in its current or any amended form, shall be registered as conditions of title of the property and the Purchaser undertakes to sign any documents that may be required for that purpose.

## 9. ESTABLISHMENT OF TOWNSHIP

- 9.1. The Seller warrants that the General Plan has been approved and that the Purchaser will take transfer of the stand, allocated such number as the surveyor general may determine, coinciding with the stand indicated on the General Plan.

- 9.2. A copy of the SITE DEVELOPMENT PLAN for the applicable township mentioned in clause 1.1.1 above is annexed to this Agreement (Annexure "A") in order to identify and define the applicable property hereby sold.
- 9.3. The Purchaser hereby agrees to the relaxation of any building line of the property as may be required by a neighbouring property and shall sign a Special Power of Attorney as set out in Annexure "C", to enable a representative of the Seller to act on the Purchaser's behalf.

**10. SERVIDUTES TO BE REGISTERED**

Should it be necessary to register reciprocal servitudes of common access over and in favour of the property and such other properties as may share the common access area adjacent to or near the property the Purchaser hereby consents to and guarantees and undertakes, upon request by the Seller to sign all documents and to do all such things necessary to give effect to this clause, subject to such terms and conditions as may be reasonably imposed to ensure the most beneficial rights of access to the owners of all the properties concerned.

**11. BUILDING CONTRACT**

- 11.1. The Purchaser has been expressly informed that the property hereby purchased forms part of the development of the township.
- 11.2. This Agreement is conditional upon the Purchaser concluding a Building Contract with the contractor as set out in clause 12.1.1 below.
- 11.3. This Agreement forms part of and is indivisibly linked to the Building Contract and should this Agreement be cancelled for any reason whatsoever, the Building Contract will also be cancelled with immediate effect, without any further notice to the Purchaser.
- 11.4. Should the Building Contract be concluded but thereafter cancelled for any reason whatsoever, this Agreement will also be cancelled with immediate effect, without any further notice to the Purchaser.
- 11.5. Should the Building Contract, after the property has been registered into the name of the Purchaser, be cancelled for any reason whatsoever, the Seller shall, in its sole and absolute discretion have the right, after giving the Purchaser 7 (seven) days written notice, to retransfer the property from the Purchaser into the name of the Seller, without prejudice to the Seller's rights as set out in this Agreement. The Purchaser hereby irrevocably authorises ZUNAY BUSATO as his attorney and agent, to sign all documents which may be required for such retransfer, on behalf of the Purchaser.

**12. BOND FINANCE**

- 12.1. This agreement is subject to the following suspensive conditions:
  - 12.1.1. that a Building Contract be concluded between the Contractor and the Purchaser, for the erection of a dwelling house on the property, within 7 (seven) days from date of signature of this Agreement;
  - 12.1.2. that the Purchaser obtain a loan upon the security of a first mortgage bond to be passed over the property from a Bank or other recognised financial institution at prevailing bank rates and terms in the amount of not less than

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within 21 (twenty-one) days from date of signature of this Agreement hereof, both days inclusive, or within any extended period granted to the Purchaser by the Seller in writing. The parties agree that the issue of a pre-agreement quotation by any financial institution will constitute fulfilment of this condition.

- 12.2. The Purchaser undertakes, within 7 (seven) days from date of signature of this Agreement, to sign all documents relating to such application and to do all such things as may be required to make application for a loan to a financial institution through the Bond Originator or Agent.
- 12.3. The Purchaser acknowledges that he is familiar with all the applicable requirements of financial institutions relating to the granting of a bond based on the Purchaser's income and liabilities, ability to pay and the total exposure of the Purchaser towards other financial institutions.
- 12.4. The Purchaser warrants that he is solvent and that no existing judgments are recorded against his name.
- 12.5. The Purchaser hereby irrevocably and unconditionally authorises and appoints the Bond Originator or Agent to make application for the mortgage bond on his behalf.
- 12.6. It is specifically agreed between the parties that, should –
  - 12.6.1. the Building Contract not be concluded as set out in clause 12.1.1; OR
  - 12.6.2. loan finance not be granted to the Purchaser, for any reason whatsoever, within the period provided for in clause 12.1.2; OR
  - 12.6.3. The Seller or the Bond Originator or Agent, at any time in their sole discretion, become of the opinion that it will be impossible to obtain the required loan finance for the Purchaser and advise the Purchaser thereof in writing;
 it shall be regarded that the suspensive conditions have not been fulfilled and this Agreement shall lapse and become null and void.
- 12.7. Any failure by the Purchaser to immediately, punctually and comprehensively comply with the requirements of clause 12.2 shall irrevocably be deemed by the parties to constitute a vital and material breach of this agreement.
- 12.8. **The Purchaser's attention is drawn thereto that in terms of the doctrine of fictional fulfilment this clause will be deemed to be fulfilled if the Purchaser frustrates the fulfilment of this clause in any way whatsoever.**

**13. ESTATE AGENT'S COMMISSION**

- 13.1. The Purchaser acknowledges that he was introduced to the property and to the Seller by the Agent and indemnifies the Seller against any claim for agent's commission by any other estate agent.
- 13.2. The Seller shall be responsible for payment of estate agents' commission resulting from the conclusion of this Agreement to the Agent.

**14. INDULGENCES AND WAIVERS**

- 14.1. Any latitude, grace or extension of time which may be allowed or permitted by the Seller to the Purchaser in respect of any payment provided for herein, or any matter or thing which the Purchaser is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of any of the Seller's rights hereunder at any time to require strict and punctual compliance with each and every provision or term hereof or as a waiver of any of the Seller's other rights hereunder.

\_\_\_\_\_  
Seller initial

\_\_\_\_\_  
Purchaser initials

- 14.2. The remission of any payment, grant or any extension of time or relaxation of any term or condition or condonation of any breach hereof or any other permission, relaxation or indulgence which may be afforded by the Seller to the Purchaser shall **not** be deemed to be a waiver or a novation of any of the Seller's rights in terms hereof.
- 14.3. Unless expressly otherwise confirmed in writing by the Seller, no receipt of any payment by the Seller or the Agent or the Conveyancer will in any manner whatsoever prejudice the Seller or be deemed to be a waiver, withdrawal or abandonment of any cancellation or right of cancellation which the Seller may have acquired prior to such receipt.

**15. RIGHT TO TERMINATE**

- 15.1. In terms of Sections 2A and 29A of the Alienation of Land Act, 68 of 1981, the Purchaser may within 5 (five) days (any Saturday, Sunday or public holiday excluded) after date of signature by him, unconditionally terminate this contract by written and signed notice to the Seller at his address for service; provided that -
  - 15.1.1. the purchase price does not exceed the amount of R250 000-00 (TWO HUNDRED AND FIFTY THOUSAND RAND); and
  - 15.1.2. the Purchaser is a natural person purchasing the property for residential purposes for the first time by a private treaty in his personal capacity.
- 15.2. Where this Agreement is terminated as contemplated in paragraph 15.1 above, every person who received any amount from the Purchaser shall refund the full amount of such payment to the Purchaser within 10 (ten) days of the date on which the notice referred to in clause 15.1 was delivered to the Seller.
- 15.3. In the event that this Agreement is entered into as a result of direct marketing, the Purchaser may in terms of Section 16 read with Section 32 and the Regulations of the Consumer Protection Act 68 of 2008, terminate this Agreement without reason or penalty by giving written notice to the Seller within 5 (five) business days after the date on which this Agreement was signed by the Purchaser.
- 15.4. The Purchaser will deliver the notice referred to in clause 15.3 by hand to the Seller's address for service within the aforesaid period.

**16. BREACH**

- 16.1. Should either party ("the defaulting party") commit any breach of this Agreement (including failing to make any payments on due date) and fail to remedy such breach within 7 (seven) days after date of delivery of a written notice to him requiring to remedy such breach, then the other party ("the aggrieved party") shall be entitled to -
  - 16.1.1. cancel this agreement without prejudice to any other remedies which he may have at law; OR
  - 16.1.2. to claim specific performance of the defaulting party's obligations in terms of this Agreement.
- 16.2. Should the Purchaser be the defaulting party in accordance with clause 16.1 and this Agreement is cancelled in accordance with clause 16.1.1, then the Seller shall be entitled to retain all amounts paid by the Purchaser -
  - 16.2.1. as his sole and exclusive property, as a genuine pre-estimate of the damages suffered by the Seller as a result of such cancellation;
  - 16.2.2. until the damages suffered by the Seller as a result of such cancellation has been determined, whereafter the Seller shall be entitled to set off the retained amount against such damages and to recover the balance from the Purchaser.

- 16.3. Any claim for specific performance by the Seller in accordance with clause 16.1.2 may include immediate payment of the full balance of the purchase price plus interest and all other amounts still due in terms hereof.
- 16.4. Should this agreement be cancelled as envisaged in clause 16.1.1 above, the Purchaser will immediately forfeit or abandon any rights which he may have acquired in and to the property to the Seller, and the Purchaser hereby irrevocably agrees and undertakes to immediately vacate the property.
- 16.5. Notwithstanding the provisions of clauses 16.1 and without prejudice to any of the Seller's rights, the parties agree that an amount of R10 000,00 (TEN THOUSAND RAND) of the purchase price will be forfeited to the Seller as a genuine pre-estimated damages should this agreement be cancelled as a result of the Purchaser's breach of contract and the Purchaser hereby irrevocably instructs the Conveyancers to pay such pre-estimated damages from any amount retained by them to the Seller on behalf of the Purchaser.
- 16.6. Should the estate of either party be finally sequestrated or liquidated (as the case may be) or any party be placed under judicial management; then the other party shall be entitled to cancel this Agreement and to recover all damages suffered by the aggrieved party as a result of such cancellation.

**17. ADDRESS FOR SERVICE (DOMICILIUM CITANDI ET EXECUTANDI)**

- 17.1. The parties hereby choose their respective addresses for service of all documents, notices and processes, for all purposes of this Agreement at:
  - 17.1.1. Seller : 253 Monument Road  
GLEN MARAIS EXT 1  
Kempton Park  
e-mail: info@jtgroup.co.za
  - 17.1.2. Purchaser : .....
  - .....
  - .....
  - E-mail .....

or at such other **physical** address either party may from time to time by written notice direct.

- 17.2. Any notice given in terms of this Agreement shall be sent by electronic mail or delivered by hand or sent by prepaid registered post.
- 17.3. All notices given by either party to the other shall be deemed to have been received by and communicated to the Addressee on the date on which the same is **delivered** to the addressee's address for service (domicilium citandi et executandi) by hand, or if e-mailed on the first business day following the proven date of sending and if posted, within four (4) days of posting.
- 17.4. Notice of change of an address stated above shall be given in writing and shall be delivered as provided for in clause 17.2.
- 17.5. Notwithstanding anything to the contrary contained herein, a written notice as communication actually received by one party from the other shall be an adequate notice, notwithstanding that it was not sent or delivered at such party's chosen domicilium citandi et executandi.

**18. TELECOMMUNICATION AND/OR DATA NETWORK AND INFRASTRUCTURE**

- 18.1. The Seller records that it has entered into an agreement with ATOZ PROPERTY INVESTMENTS (PTY) LTD (Registration Number 2014/005643/07) trading as WIFIBRE ESTATES ("WIFIBRE") in accordance with which agreement WIFIBRE will install and operate telecommunication and/or data network infrastructure ("the network") in the township.
- 18.2. The extent and standard of the network shall remain at the sole and absolute discretion of the Seller and/or WIFIBRE.
- 18.3. The Purchaser acknowledges that the network shall remain the property of the Seller and/or WIFIBRE.
- 18.4. The Seller and/or WIFIBRE, in its sole and absolute discretion, shall –
  - 18.4.1. remain responsible for the maintenance of the network;
  - 18.4.2. have the right to lease the network to any third party on terms and conditions acceptable to the Seller and/or WIFIBRE;
  - 18.4.3. own the network in its entirety, including but not limited to ducts, joining pits, covers and conduit network installed in or on each erf and/or dwelling in the township for this purpose.
- 18.5. The Purchaser (and/or its successor in title) or any tenant –
  - 18.5.1. shall –
    - 18.5.1.1 allow access to the network at all times for maintenance, repair and/or for upgrades;
    - 18.5.1.2 not interfere with any aspect of the network;
    - 18.5.1.3 save for digital satellite equipment, not allow any other telecommunications infrastructure to be affixed to any part of the building internally or externally other than that owned by the Seller and/or WIFIBRE;
    - 18.5.1.4 be responsible for any damage to the network which maybe incurred by himself, his tenant/s and/or any other person directly affiliated to him;
  - 18.5.2. agrees -
    - 18.5.2.1 that the costs for any damage/s referred to in clause 18.5.1.4 above to be collected on behalf of the Seller and/or WIFIBRE by the Home Owners Association or managing agent representing the Home Owners Association;
    - 18.5.2.2 to the placement and/or relocation of the common antenna anywhere on the land best suitable for its use. This may include property owned by the Home Owners Association and or the outside of a dwelling on any individual erf.
  - 18.5.3. notes that the placement of the antenna might include mountings, footings and/or such other structures that might be required for the erection of the common antenna.
- 18.6. It is specifically agreed between the parties that –
  - 18.6.1. The Seller and/or WIFIBRE shall be entitled to cede its rights and obligations in terms of the agreement referred to in clause 18.1 to any third party, on such terms and conditions as may be acceptable to the Seller and/or WIFIBRE in its sole and absolute discretion;
  - 18.6.2. The conditions set out in clause 18.4 and 18.5 above shall be incorporated into the founding documents or rules and regulations of the Home Owners Association.

**19. JURISDICTION**

The parties have the option to–

- 19.1. institute any action or proceeding arising out of this Agreement in a Magistrate's Court of competent jurisdiction, notwithstanding that the amount involved in such action or proceeding may be beyond the jurisdiction of said Court. The Purchaser hereby consents in terms of Section 45 of Act 32 of 1944 (as amended) to the said jurisdiction, such consent being regarded as an ad hoc consent with regard to any action or proceeding brought by the Seller in such Court; OR
- 19.2. institute action or proceeding in a High Court of competent jurisdiction.

**20. WHOLE CONTRACT**

- 20.1. This Agreement constitutes the whole agreement between the parties and neither of the parties shall be bound by any terms, conditions, representations, warranties, amendments or the like unless reduced to writing and signed by both parties.
- 20.2. No alteration, variation or addition to this Agreement shall be of any force or effect unless and until it shall have been reduced to writing and signed by both parties.
- 20.3. If any clause or terms of this Agreement should be invalid, unenforceable or illegal, then the remaining terms of this Agreement shall be deemed to be severable therefrom and shall continue to be in full force and effect, unless such invalidity, unenforceability or illegality goes to the root of this Agreement.
- 20.4. The Purchaser declares himself to be fully aware that the property forms part of land that has been made available to the Contractor for development. It is specifically recorded that the Seller is NOT a party to the agreement to be entered into between the Purchaser and the Contractor as set out in clause 11 above and the Seller shall not be held responsible for any obligations of the Contractor towards the Purchaser in terms of such Building Contract.

**21. INTEREST**

Should any amounts due and outstanding under this agreement not be paid on due date in terms of this agreement, then the Purchaser shall be liable to pay to the Seller interest on such outstanding amounts calculated at the rate of two percentage points (2%) above the ruling prime commercial overdraft rate as charged by ABSA BANK from time to time during the period in which the amounts are overdue.

**22. ANNEXURES TO THIS AGREEMENT**

- "A" Site Development Plan
- "B" Section 78(2A) Instruction to invest Trust Monies
- "C" Special Power of Attorney

**23. OTHER CONDITIONS**

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\_\_\_\_\_  
Seller initial

\_\_\_\_\_  
Purchaser initials

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SIGNED by the **PURCHASER** at ..... this ..... day of ..... 202\_\_.

AS WITNESSES:

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

\_\_\_\_\_  
**PURCHASER** (represented by its duly authorised representative/s if applicable)

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

\_\_\_\_\_  
**PURCHASER** (represented by its duly authorised representative/s if applicable)

SIGNED for and on behalf of the **SELLER** at KEMPTON PARK this..... day of.....202\_\_.

AS WITNESSES:

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

\_\_\_\_\_  
**SELLER** (represented by its duly authorised representative)

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

Print name and designation: \_\_\_\_\_

\_\_\_\_\_  
**SELLER** (represented by its duly authorised representative)

Print name and designation: \_\_\_\_\_

**INFORMATION TO BE OBTAINED FOR PURPOSES OF FICA COMPLIANCE**

**The Purchaser/s hereby warrant/s that all the information provided to the Seller and/or Agent as set out above and herein below, are to the best of his belief both true and correct to enable compliance by the Seller and/or Agent, with the provisions of the Financial Intelligence Centre Act 38 of 2001.**

**A) DETAILS OF INDIVIDUAL PURCHASER/S IF NATURAL PERSON/S:**

1. Full names : .....

Identity No. : .....

Tax number : .....

Residential Address : .....

Postal address : .....

Telephone number : (.....).....(W)  
 (.....).....(H)  
 .....(C)

Fax number : (.....).....

E-mail address : .....

Occupation : .....

Name of employer : .....

Street address of employer : .....

Period of employment : .....

Contact details of employer : .....

***If period of employment is less than 3 years:***

Previous employer : .....

Contact details : .....

Postal address of employer : .....

Bank name : .....

Account number : .....

Type of account : .....

Branch code : .....

Warranted income : R ..... per month



**MARITAL STATUS** : (mark applicable status with "X")

<b>SINGLE</b>	<b>DIVORCED</b>	<b>MARRIED</b>			
		COP		ANC	

Spouse : Full name : .....

Identity number: .....

Contact number: .....

2. Full names : .....
- Identity No. : .....
- Tax number : .....
- Residential Address : .....
- Postal address : .....
- Telephone number : (.....).....(W)
- (.....).....(H)
- .....(C)
- Fax number : (.....).....
- Email address : .....
- Occupation : .....
- Name of employer : .....
- Street address of employer : .....
- Period of employment : .....
- Contact details of employer : .....
- If period of employment is less than 3 years:**
- Previous employer : .....
- Contact details : .....
- Postal address of employer : .....
- Bank name : .....
- Account number : .....

Type of account : .....  
 Branch code : .....  
 Warranted income : R ..... per month

**MARITAL STATUS** : (mark applicable status with "X")

<b>SINGLE</b>	<b>DIVORCED</b>	<b>MARRIED</b>			
		COP	<input type="checkbox"/>	ANC	<input type="checkbox"/>

Spouse : Full name : .....  
 Identity number: .....  
 Contact number: .....

**B) DETAILS OF TRUST, CLOSE CORPORATION OR COMPANY AS PURCHASER:**

Registration number : .....

Please submit a copy : Certificate of appointment as trustee   
 Appointment as director   
 Founding statement

Capacity of 1st person/s signing agreement:

Trustee	<input type="checkbox"/>	<b>Director</b>	<input type="checkbox"/>	<b>Member</b>	<input type="checkbox"/>	<b>Surety</b>	<input type="checkbox"/>
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Capacity of 2nd person/s signing agreement:

Trustee	<input type="checkbox"/>	<b>Director</b>	<input type="checkbox"/>	<b>Member</b>	<input type="checkbox"/>	<b>Surety</b>	<input type="checkbox"/>
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SIGNED by the PURCHASER (represented by its duly authorised representative, if applicable) at \_\_\_\_\_  
 on this \_\_\_\_ day of \_\_\_\_\_ 202\_\_

**AS WITNESSES:**

1. \_\_\_\_\_ \_\_\_\_\_  
**PURCHASER**

2. \_\_\_\_\_ \_\_\_\_\_  
**PURCHASER**