

AGREEMENT OF PURCHASE AND SALE

MADE AND ENTERED INTO BY AND BETWEEN:

NIEMENTALER TRUST
REGISTRATION NUMBER: IT 1125/1988
(Hereinafter referred to as "the Seller")

and

ANGELFISH GRANITE CC
REGISTRATION NUMBER: 2004/052142/23
(Hereinafter referred to as "The Developer ")

and

ANGELFISH GRANITE CC
REGISTRATION NUMBER: 2004/052142/23
(Hereinafter referred to as "The Builder ")

and

(Hereinafter referred to as "the Purchaser")

The Seller sells the under mentioned Property to the Purchaser, who hereby purchases the Property on the terms and conditions as set in this agreement

1. **PROPERTY**

- 1.1 Section number _____ as reflected on the Scheme Layout Plan and on the Sectional Plan of **KAYA MIKI**, when approved, situated on **ERF 2674 CASHAN X35 TOWNSHIP**
- 1.2 An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Title Plan;
- 1.3 A Carport;
- 1.4 A schedule of finishes is attached hereto marked Annexure "A".

(Hereinafter referred to as "the Property")

2. PURCHASE PRICE

The purchase price of the property is the sum of

R _____
(_____) (VAT INCLUSIVE),

which consist of the follow:

2.1 RESERVATION FEE

A Reservation fee in the amount of R5 000.00 (FIVE THOUSAND RAND). The Reservation fee is payable in the transferring Attorney's account with banking details: Malan Attorneys Inc, ABSA Trust, Account no: 4073317688, Branch: 632005. Surname, Initials and Unit No. to be used as Reference Number. The Reservation fee is payable by the Purchaser within 48 hours after signature hereof. This fee is payable back to the Purchaser if the Purchaser is not able to obtain a Mortgage Bond as mentioned in clause 2.3 hereafter.

2.2 DEPOSIT

A deposit in the amount of R _____
(_____)

which amount is payable on request by the transferring Attorneys and be held in trust in accordance with the provisions of the Act 112 of 1976.
**Delete if not applicable*

2.3 MORTGAGE BOND

This sale is especially subject to the Purchaser obtaining a Mortgage Bond from a Bank for an amount of not less than R _____
(_____)

within 30 (THIRTY) days from date of signature hereof by the Purchaser.

3. DUTIES OF THE PURCHASER IN RESPECT OF THE SUSPENSIVE CONDITION

It is a material term of this agreement that the Purchaser is obliged on the first working day after signature hereof by the Purchaser, to apply for a loan. The Purchaser also undertakes the following:

3.1 to obtain a loan;

- 3.2 the mortgage loan to be obtained by the Purchaser will be subject to normal bank and/or other financial institution conditions and at a competitive interest rate;
- 3.3 to furnish Betterbond Bond Originators with the following to assist with the obtaining of a loan:
 - 3.3.1 6 months stamped bank statements;
 - 3.3.2 6 months salary slips.

4. **OCCUPATION**

Occupation of the property shall be given to and taken by the Purchaser on **date of registration of transfer, or as agreed between parties in writing.**

5. **BENEFITS AND RISKS**

- 5.1. All the benefits and risks of ownership of the property shall be given and passed to the Purchaser on registration of transfer from which date the Purchaser shall be entitled to the rents, if any, accruing from the property.
- 5.2. All rates and taxes, levies and other imposts levied upon the property as well as water, lights, consumables and Sectional Title levies will be payable by the Purchaser from date of occupation.

6. **TRANSFER AND COSTS**

- 6.1 Transfer of the property shall be effected within a reasonable time after the Purchaser and Seller have complied with the relevant conditions as set out in this agreement.
- 6.2 Transfer and registration shall be effected by the Seller's Transferring Attorney, namely **MALAN ATTORNEYS INC.**
- 6.3 Transfer and bond costs, including VAT, shall be paid by the Seller.
- 6.4 If, in the event of a bond, the initiation fee of the bank is not included in the bond amount the Purchaser shall be liable for payment of that costs.

7. **BUILDER AND DEFECTS**

- 7.1 It is hereby recorded that Angelfish Granite, Registration number 2004/052142/23, as Developer, will attend to the construction / building of the Sectional Title Unit. The responsible Registered Home Builder is Angelfish Granite, Registration number 2004/052142/23 whom is registered with the National Home Builders Registration Council (NHBC) NR: . The Developer undertakes to comply with the required legislation and regulations of the ACT.

- 7.2 The Purchaser will have 90 (NINETY) days after occupation to provide a list of defects (snag list) to the Developer to fix the problems.
- 7.3 The Developer will have 30 (THIRTY) days after the list have been provided to fix the problems.

8. **FAILURE**

Failure on the part of the Purchaser to sign and/or supply:

- (i) any application for the bond(s);
- (ii) any other documents to procure the bond(s);
- (iii) any documents necessary for registration of transfer.

Shall constitute breach hereof within the meaning of Clause 9 hereof.

9. **BREACH OF CONTRACT**

Should any of the Parties breach or otherwise fail to comply with any terms or conditions hereof and remain in default for a period of 7 (seven) days after dispatch of written registered notice requiring such default to be remedied, the aggravated party shall be entitled without prejudice to any rights he may have at law to:

- 9.1 cancel this Agreement forthwith and receive or retain as Rouwkoop or as genuine pre-estimate of damages sustained, the balance of the deposit and any other monies paid by the Purchaser; alternatively
- 9.2 cancel this Agreement and institute any action for damages sustained; alternatively
- 9.3 claim specific performance in terms of the agreement and damages.

10. **FIXTURES**

The Property is sold with all fixtures of a permanent nature including light fittings and shades, curtain rods and rails, fitted tiles, electric stove, which the Developer warrants to be in good working order and fully paid for.

11. **ELECTRICAL CERTIFICATE**

The Builder shall, prior to occupation by the Purchaser, at his cost have all electrical installations on the property inspected in terms of the **Electrical Installation Regulations of 1992**. The Developer furthermore warrants that no alterations or additions to the property have been effected to the Electrical Installations since the issue of the certificate confirming compliance of the said

regulations. The Developer shall deliver the said certificate of compliance to the Transferring Attorney prior to possession of the property by the Purchaser.

12. VALUE-ADDED TAX

It is recorded that in the event of VAT being payable, that the purchase price is VAT inclusive.

13. THE PARTIES CONFIRM

13.1 That all written consents required by the Matrimonial Property Act No. 88 of 1984 have been or will be given.

13.2 That the meaning and consequences of all the clauses of this document have been explained to each party.

13.3 That all the information given by the Purchaser is true and correct and that he/she knows of no other information which is relevant to is/her creditworthiness and/or contractual capacity and/or status, which he/she have not disclosed.

14. AGENTS COMMISSION

14.1 _____ is entitled to Agents commission in the amount of R_____ and shall be paid by the Seller provided that should the Purchaser fail to carry out his obligations in terms hereof, the Agent shall have to recover such commission from the Purchaser.

14.2 It is recorded that should this sale be cancelled by mutual consent or unilaterally by the Seller, the Agent shall be entitled to his commission in terms of this clause.

15. GENERAL

15.1 No extension of time or waiver or relaxation of any of the provisions of this agreement, nor any failure by a party to enforce the provisions of this agreement due to any breach, shall operate as an estoppel against any party in respect of its rights under this agreement, nor shall it preclude such party thereafter from exercising its rights strictly in accordance with this agreement.

15.2 No rights in terms of this agreement may be ceded, delegated and/or transferred without the written consent of the other party.

15.3 Any legal proceedings, which may arise out of or in connection with this agreement, may at the election of either party be instituted in the Magistrates' Court in terms of Section 45 of the Magistrates' Court Act 32

of 1944 (as amended), notwithstanding the amount of the claim exceeding the jurisdiction of the Magistrates' Court. The parties however retain their right to institute action in the High Court in the event that it becomes necessary.

15.4. The parties acknowledge that the whole cause of action arose within the jurisdiction of the Magistrates' Court for the district of Rustenburg.

15. WHOLE AGREEMENT

This constitutes the entire agreement between the parties and no conditions, stipulations, warranties or representations of whatsoever nature shall be of any force or effect unless reduced to writing and signed by all the parties.

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

PURCHASER

Date: _____ Place: _____

Witness: _____ Witness: _____

Assisted herein insofar as may be necessary by me, the PURCHASER'S spouse, and binding myself to the SELLER as surety for and co-principle debtor *in solidum* with my spouse for his/her obligations in terms of this Agreement.

SPOUSE of PURCHASER*

Date: _____ Place: _____

Witness: _____ Witness: _____

OR

SECOND PURCHASER*

Date: _____ Place: _____

Witness: _____ Witness: _____

**Delete if not applicable*

For and on behalf of the SELLER

Date: _____ Place: _____

Witness: _____ Witness: _____

For and on behalf of the DEVELOPER

Date: _____ Place: _____

Witness: _____ Witness: _____

For and on behalf of the BUILDER

Date: _____ Place: _____

Witness: _____ Witness: _____

SCHEDULE OF PARTICULARS:

1.A SELLER

- 1.A1 NAME: NIEMENTALER TRUST**
- 1.A2 REGISTRATION NO : IT1125/1988**
- 1.A3 DOMICILIUM ADDRESS: 197 Kock Street, Rustenburg**
- 1.A4 AUTHORISED PERSON: MARIA JACOBA CUSSONS**

1.B DEVELOPER & BUILDER

- 1.B1 NAME: ANGELFISH GRANITE CC**
- 1.B2 REGISTRATION NO: 2004/025142/23**
- 1.B3 DOMICILIUM ADDRESS: 197 Kock Street, Rustenburg**
- 1.B4 AUTHORISED PERSON: WILLIAM JOHN CUSSONS**

2. FIRST PURCHASER

- 2.1 FULL NAMES:** _____
- 2.2 SURNAME:** _____
- 2.3 IDENTITY/REGISTRATION NO:** _____
- 2.4 TEL: (W) _____ (H) _____ (C) _____**
- 2.5 FAX NUMBER:** _____
- 2.6 E-MAIL:** _____
- 2.7 DOMICILIUM ADDRESS:**

- 2.8 POSTAL ADDRESS:**

2.9 MARITAL STATUS: (Tick the applicable box. Not required if a comp, cc or trust) SINGLE/DIVORCED/WIDOW/WIDOWER MARRIED ANC MARRIED IN COMMUNITY OF PROPERTY**3. SPOUSE OF 1ST PURCHASER / 2ND PURCHASER*****Delete which not applicable***3.1 FIRST NAMES:** _____**3.2 SURNAME:** _____**3.3 IDENTITY NUMBER:** _____**3.4 TEL NUMBERS:** (W) _____ (H) _____ (C) _____**3.5 FAX NUMBER:** _____**3.6 E-MAIL:** _____**3.7 DOMICILIUM ADDRESS:**

_____**3.8 POSTAL ADDRESS:**

_____**3.9 MARITAL STATUS:** (Tick the applicable box) SINGLE/DIVORCED/WIDOW/WIDOWER MARRIED ANC MARRIED IN COMMUNITY OF PROPERTY**KINDLY FURNISH A COPY OF THESE REQUIRED DOCUMENTS:**If unmarried: certified copy of first page of your Identity Document;If married: certified copy of both husband and wife's Identity Document, marriage certificate and if applicable, Antenuptial Contract;If Company: Certified copy of the Memorandum and Articles of Association, Certificate of Incorporation and Certificate to Commence Business;If CC: Certified copy of the Founding Statement;If a Trust: Certified copy of the Trust Deed and Letters of Authority.

Income Tax reference number in all instances.