M7 KONSTRUKSIE (PTY) LTD

PROPERTY DEED OF SALE

COMPLETED HOME

Conventional Title
### A. SCHEDULE OF INFORMATION

1. **SELLER**
   
   M7 KONSTRUKSIE (PROPRIETARY) LIMITED,
   
   (Registration Number 2011/007230/07)
   
   C/o Bellingan Muller Inc.
   
   Unit 9, Cascades Terraces, Tyger Waterfront, Bellville
   
   (Hereinafter referred to as "the Seller")

2. **PURCHASER/S**

<table>
<thead>
<tr>
<th>Full name/s:</th>
<th>1.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2.</td>
</tr>
<tr>
<td>Identity/Registration Number/s:</td>
<td>1.</td>
</tr>
<tr>
<td></td>
<td>2.</td>
</tr>
<tr>
<td>Marital Status:</td>
<td></td>
</tr>
</tbody>
</table>
   Please advise Attorneys should your marital status change. Failure to do so will result in wasted legal costs for which you will be held liable |
| Full Names of Spouse: |  
   | |
| Identity Number of Spouse: |  
   | |
| Personal Income Tax/Vat Registration Number | 1. |
| Te | 2. |
| Postal Address: |  
   | |
| Home Address: |  
   | |
| **Future** Home/Postal address after registration of property referred to in paragraph 3 hereunder into your name |  
   | |
| E-mail Address: |  
   | |
| Telephone No Work: |  
   | |
| Telephone No Home: |  
   | |
| Cellular No: |  
   | |
| Fax No: |  
   | |
| Is property purchased as PRIMARY residence or for INVESTMENT purposes. |  
   | |
| Employer: |  
   | |
| Occupation: |  
   | |
3. **PROPERTY**
The immovable property situated ___________________________ at and described as ERF ____________________KRAIFONTEIN, being _______________Square metres in extent.

4. **SELLER'S CONVEYANCERS**
BELLINGAN MULLER INC
Unit 9 Cascade Terraces, Tyger Waterfront, Carl Cronje Drive, Tyger Valley, 7536
Tel: 021-919 7599
Fax: 021-919 7629
Email: jw@bellmuller.co.za / andre@bellmuller.co.za
(Hereinafter referred to as “the Seller's Conveyancers”)

5. **ESTATE AGENT**
The Purchaser warrants that he / she has not been introduced to the Seller by any party whatsoever. The Seller is therefore not liable for any commission to any party whatsoever.

6. **PURCHASE PRICE**
______________________________

R________(______________________________)

7. **DEPOSIT**

R________(______________________________)
to be paid on or before the ____ day of ________________ 20__.

8. **LOAN AMOUNT**
______________________________

R________(______________________________)
9. AMOUNT FOR WHICH GUARANTEES ARE REQUIRED

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PURCHASE PRICE (as in item 6 above):</td>
<td>R</td>
</tr>
<tr>
<td><strong>Less:</strong> DEPOSIT (as in item 7 above):</td>
<td>R</td>
</tr>
<tr>
<td><strong>Subtotal:</strong> BALANCE OF THE PURCHASE PRICE:</td>
<td>R</td>
</tr>
<tr>
<td>LOAN AMOUNT (as in item 8 above):</td>
<td>R</td>
</tr>
<tr>
<td>CASH BALANCE (if applicable):</td>
<td>R</td>
</tr>
<tr>
<td><strong>Total:</strong> GUARANTEES REQUIRED FOR:</td>
<td>R</td>
</tr>
</tbody>
</table>

10. MORTGAGE ORIGINATOR

The purchaser hereby nominate and appoint the following originator to arrange for a loan through contemplated in clause 8 above:

CITY PROPERTY FINANCE (PTY) LTD

Contact: +27 (0)21 975 0160 (Office)
         +27(0)82 879 6777 (George Benade)

Fax: +27 (0)21 975 0161

Address: Unit 5 Block A
         Bueno Vista Office Park
         Corner of Durban and Kendal Roads
         Durbanville
         7550

11. ESTIMATED OCCUPATION DATE

<table>
<thead>
<tr>
<th>Year</th>
<th>Month</th>
<th>Day</th>
</tr>
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12. ESTIMATED TRANSFER DATE

<table>
<thead>
<tr>
<th>Year</th>
<th>Month</th>
<th>Day</th>
</tr>
</thead>
</table>
13. GENERAL TERMS OF CONTRACT

1. DEFINITIONS

The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify nor amplify the terms of this agreement nor any clause hereof. In this agreement, unless a contrary intention clearly appears:

1.1 words importing:

1.1.1 any one gender include the other gender;

1.1.2 the singular include the plural and vice versa; and

1.1.3 natural persons include created entities (corporate or non-incorporate) and vice versa;

1.2 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

1.2.1 "the Schedule of Information" means the schedule above setting out information pertaining to this agreement and which forms part hereof;

1.2.2 "the Seller" as defined in item 1 of the Schedule of Information;

1.2.3 "the Purchaser" as defined in item 2 of the Schedule of Information;

1.2.4 "the Property" as defined in item 3 of the Schedule of Information;

1.2.5 "the Seller's Conveyancers" as defined in item 4 of the Schedule of information;

1.2.6 "the Estate Agent" as defined in item 5 of the Schedule of Information;

1.2.7 "the Purchase Price" as defined in item 6 of the Schedule of Information;

1.2.8 "the Deposit" as defined in item 7 of the Schedule of Information;

1.2.9 "the Loan Amount" as defined in item 8 of the Schedule of Information;

1.2.10 "the Amount for which guarantees are required" as defined in item 9 of the Schedule of Information;

1.2.11 "the Mortgage Originator" as defined in item 10 of the Schedule of Information;
1.2.12 "VAT" means Value Added Tax as defined and regulated by the Value Added Tax Act;

1.2.13 "the Conveyancers' Trust Account" means the Bellingan Muller Trust Account, ABSA Bank, Santyger branch, Account Number: 713750891, Branch Code: 632005

1.2.14 "the Diagram" means the diagram or General Plan attached hereto and marked as Annexure "C";

1.2.15 "the Signature Date" means the date of last signature of the agreement by the Purchaser and the Seller; and

1.2.16 "the Transfer Date" means the actual date on which the Property is transferred into the name of the Purchaser in the deeds office, which shall be as soon as possible after, but not before the Building has been erected on the Property and all conditions to this agreement has been fulfilled and complied with;

1.2.17 "the Buildings" means the buildings the Seller or his nominee has erected or intends to erect on the Property materially in accordance with the Plans and Specifications of Materials and Finishes;

1.2.18 "the Plans" means the building plans of the Buildings, simplified drawings of which constitute Annexure "A" hereto;

1.2.19 "the Specifications of Materials and Finishes" means the specifications of materials and finishes of the Buildings, copies of which constitute Annexure "B" hereto;

1.2.20 "the Occupation Date" means the same date as final completion;

1.2.21 "the HOA" means the Home Owners Association applicable to land as imposed with the approval of subdivision of the parent property in terms of Ordinance 15 of 1985.

1.2.22 "the CPA" means the Consumer Protection Act, number 68/2008, as amended;
1.2.23  “the Defects List” means the list of defects as agreed upon by the parties during the hand-over inspection;

1.2.24  “the HOC” means the Home Owners Constitution as filed and registered with the City of Cape Town.

1.3  when any number of days is prescribed in this agreement, same shall reckoned exclusively of the first and inclusively of the last day and shall exclude Saturdays, Sundays and South African public holidays;

1.4  where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;

1.5  expressions defined in this agreement shall bear the same meanings in schedules or annexures to this agreement which do not themselves contain their own definitions.

2.  PURCHASE AND SALE

2.1  The Seller has erected or intends to erect the Buildings on the Property.

2.2  The Seller hereby sells to the Purchaser who hereby purchases the Property at the Purchase Price subject to the buildings being erected thereon and upon the terms and conditions as more fully set out herein.

2.3  In the event of the Buildings not having been erected on the Property by the date on which this agreement is concluded, the Seller shall cause the construction of the Buildings in accordance with the Plan and the Specification of Materials and Finishes, the National Building Regulations and the Standards and Guidelines of the National Home Builders Registration Council, applicable as at the date of conclusion of this Agreement, to the extent that such Standards and Guidelines may apply to the Buildings.

2.4  The Seller shall be entitled to vary the Plans and/or Specifications of Finishes for the Buildings to such extent as may, in the Seller’s opinion, be reasonably necessary to:

2.4.1  Meet any requirements of any competent authority or any home owners association;
2.4.2 Meet any special features of the Property;

2.4.3 Meet any special impediments such as water, sewer or electrical lines either above or underground, or any rock or other soil condition;

2.4.4 Give effect to any changes in materials, finishes or fittings (including without limitation the colours and aesthetics of the Buildings) which the Seller considers to be appropriate or which may not be readily available at the time due to shortage in supply of such materials, finishes or fittings, without however detracting from the quality of the Buildings and/or the Property; or

2.4.5 To comply with the development conditions and building guidelines; or

2.4.6 To comply with any other legal or relevant requirement which may be applicable to the Property or the Buildings, provided that the area of each Building shall not be 10 (ten) per cent more than, nor 10 (ten) per cent less than, the anticipated area/s shown on the Plan.

2.5 The Seller shall on the Occupation Date indicate to the Purchaser the position of the beacons or pegs constituting the borders of the Property.

2.6 The Purchaser acknowledges that on the Transfer Date (on which date possession of the Property shall pass to the Purchaser) construction on parts of the development of which the Property forms part (i.e. street surfaces, street curbing, parks and public open spaces, surrounding houses, surrounding sewer, water and storm water services and the like) may be incomplete and that occupants of the Property may suffer inconvenience from building and construction operations (i.e. noise, dust and movement of construction vehicles, materials and personnel). The Purchaser further acknowledges that it shall have no claim whatsoever against the Seller by reason of any such inconvenience.

2.7 It is specifically recorded that the finishes to the Property are not necessarily the same as those of any show property (or graphic depictions of the Property in any form) which has or may be erected or any other work of the Seller which may contain decorations or non-standard items.

2.8 To the extent that the Seller may permit the Purchaser to select from a choice of finishes/extras in respect of certain of the finishes, it is recorded that, in the event of the Purchaser failing to notify the Seller in writing of such selection within 60 (sixty) days after the date of signature of this Agreement by the Purchaser, then the Purchaser shall be
deemed for all purposes to have selected the standard finishes usually used by the Seller in respect of the relevant items. Where non-standard finishes are chosen, the additional costs as calculated and accepted by the Purchaser in writing shall be for the Purchaser's account, which additional costs the Purchaser shall be obliged to pay to the Seller within 14 (Fourteen) days after having been requested by the Seller in writing to do so.

3. **PURCHASE PRICE**

3.1 The Purchase Price shall be paid to the Seller on the Transfer Date.

3.2 The Purchase Price is inclusive of VAT.

3.3 The payment of the Purchase Price, including VAT, shall be secured by the Purchaser as follows:

3.3.1 If so indicated in item 7 of the Schedule of Information, a deposit shall be paid to the Seller's Conveyancers by depositing the funds into the Conveyancers' Trust Account by the date as set out in item 7 of the Schedule of Information, failing which this contract shall lapse and shall be of no force and effect. It is recorded that the deposit shall not be held in an interest-bearing trust account and the purchaser therefore shall not receive any benefit from the funds being so held by the Seller’s Conveyancers, unless the purchaser has specifically requested the conveyancers to invest the funds in writing, having complied with the necessary legal requirements. The deposit shall be released on the date of registration of transfer of the Property into the name of the Purchaser.

3.3.2 Payment of the Balance of the Purchase Price shall be secured by way of a South African bank guarantee in favour of the Seller in a format and wording acceptable to the Seller, to be delivered to the Seller's Conveyancers within 15 (Fifteen) days after signature hereof or, in the event of the Purchaser obtaining bond finance to pay a portion of the Purchase Price, within 15 (Fifteen) days after the fulfillment of the suspensive conditions contained in paragraph 8 below.

3.3.3 In the event that the payment of the Purchase Price by the Purchaser is to be subsidized by the Purchaser's employer or other third party, the terms and conditions of such subsidy shall be in writing and attached hereto as Annexure “D”, which shall be initialed by the Purchaser evenly herewith and form part of this deed of sale.
4. **POSSESSION AND VACANT OCCUPATION**

4.1 The Seller shall give and the Purchaser shall take vacant possession of the Property purchased in terms hereof on the date of final completion of the building and on receipt of the occupation certificate from the City of Cape Town, from which date the Property (inclusive of all improvements thereon) shall be at the risk of the Purchaser.

4.2 Should the occupation of the property occur before date of registration of transfer, the purchaser shall pay occupational interest to the Seller the sum of:

R\[
\]

This occupational interest shall be payable monthly in advance and should the Purchaser have overpaid the Seller as at date of registration of transfer, the amount so overpaid, shall be deducted from the purchase price.

5. **WARRANTY**

5.1 The Seller hereby:

5.1.1 Furnishes to the Purchaser in respect of the Buildings the Standard Home Builders Warranty prescribed by the National Home Builders Registration Council, which warranty is incorporated herein and shall form an integral part of this Agreement; and

5.1.2 Warrants to the Purchaser that it will rectify any:

5.1.2.1 Material non-compliance with, or material deviation from, the Plan and/or the Specification of Materials and Finishes in respect of the Buildings and/or any material deficiency related to workmanship and materials in respect of the Buildings provided that the Purchaser notifies the Seller in writing of such non-compliance, deviation or deficiency within a period of 3 months after the Occupation Date;

5.1.2.2 Roof leaks in the Buildings provided that the Purchaser notifies the Seller in writing of such roof leaks within a period of 6 (Six) months after the Occupation Date;

5.1.3 Failing such timeous notification in writing by the Purchaser to the Seller as required in terms of 5.1.2 above and, except:

5.1.3.1 to any extent provided in terms of the Standard Home Builders Warranty referred to in 5.1; and
5.1.3.2 should this agreement be subject to the provisions of the Consumer Protection Act 68 of 2008 ("CPA"), to the extent provided in terms thereof; the Purchaser shall have no further claim against the Seller in this regard.

5.2 The parties hereby agree that, save for the provisions of paragraphs 5.1 and with effect from 3 (Three) months after the Occupation Date:

5.2.1 the Purchaser acknowledges that the Property is bought and sold voetstoots and the Seller shall not be liable for any defects therein, whether patent or latent, and the Seller shall in no way be liable to the Purchaser for any warranty or representation, verbal or written, not contained in this agreement; and

5.2.2 the Property is sold subject to and entitled to the conditions mentioned or referred to in the existing title deeds of the Properties and any additional conditions as may be imposed by the relevant authorities.

6. TRANSFER

Transfer of the Property shall be given by the Seller and taken by the Purchaser and shall be effected by the Seller's Conveyancers on the Transfer Date.

7. COST OF TRANSFER AND BOND

7.1 The Seller shall be liable for payment of all fees and disbursements relating to the registration of the transfer of the Property into the name/s of the Purchaser/s.

7.2 The seller/s shall be liable (if applicable) for payment of all fees and disbursements (exclusive of initiation and valuation fees if applicable) relating to the registration of the mortgage bond securing the loan referred to in paragraph 8 below and excluding all bank charges with regard to the registration of the mortgage bond over the Property. It is however recorded that should the purchaser not utilize the Mortgage Originator as described in clause 10 of the information sheet, or in event that the Mortgagee does not instruct the seller’s attorney to attend to the bond registration, all costs pertaining to the bond shall be for the purchaser’s account.

7.3 Notwithstanding the aforesaid, the Purchaser shall be liable for payment of the fees and disbursements of registration of transfer of the Property into the name of the Purchaser/s as stipulated in 8.1 above, in the event of the Sellers’ Conveyancers not attending to the registration of the mortgage bond referred to in paragraphs 7.1 and 7.2 of this agreement.

8. MORTGAGE LOAN OR PRE-SALE AS SUSPENSIVE CONDITION

8.1 If an amount for a loan is inserted in item 8 of the Schedule of Information, then this sale shall be subject to the further suspensive condition that a mortgage loan in the said amount, or such lesser- or higher amount as the Purchaser have accepted in writing, is granted to
the Purchaser against security of the Property, by way of a mortgage loan quotation being furnished to the Purchaser by a bank or other financial institution, within 30 (Thirty) days from the Signature Date.

8.2 In the event of the condition in 8.1 above not being timeously fulfilled, it shall automatically be extended for a further 30 (Thirty) days thereafter, unless the Seller, at its sole discretion, notifies the Purchaser in writing to the contrary.

8.3 In the event of the condition in 8.1 above being fulfilled, then this agreement shall no longer be subject to such suspensive condition. The Purchaser shall accordingly not be entitled to resile from this agreement should such loan be withdrawn for any reason whatsoever and this agreement shall remain in full force and effect notwithstanding any withdrawal of the loan as aforesaid.

8.4 The Purchaser hereby irrevocably authorises the appointed Mortgage Originator as its agent to submit a mortgage bond application on the Purchaser’s behalf to any financial institution, based on the economic benefit and convenience to the purchaser. The Purchaser agrees and undertakes to sign all necessary documents and supply the Mortgage Originator with any information and/or document/s which is/are required for this purpose. The Purchaser hereby warrants that the information so provided shall be true, accurate and correct;

AND/OR

8.5 This offer is subject to the condition that the Purchaser successfully sells his/her/their property situated at:

within _______ (________________) days of acceptance hereof, which Second Property will be regarded as having been successfully sold when all suspensive conditions contained in the Deed of Sale of the Second Property have been fulfilled by no later than________________________and the dates mentioned in Clauses 8.1 and 8.2, notwithstanding anything to the contrary in this agreement, will also be changed to the extended 30 (THIRTY) days, or same, for the fulfilment of the suspensive conditions.

("Delete clause 8.5 if not applicable"

9. COMMISSION

No commission is payable in light of clause 5 of the information sheet.

10. DOMICILIUM

10.1 The parties hereby elect the addresses referred to in the Schedule of Information as their respective domicilia citandi et executandi for all purposes of this agreement. Any notice given in terms of this agreement will be deemed to have been delivered 5 (Five) days from the date of posting the same by prepaid registered mail.
10.2 Each of the parties shall be entitled from time to time, by written notice to the others to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.

10.3 Where, in terms of this agreement any communication or notice is required to be in writing, the terms "writing" shall include communications by facsimile/email to the facsimile/email numbers indicated in the Schedule of Information. Communications by facsimile/email, unless the addressee proves the contrary, deemed to have been received by the addressee one hour after the time of transmission.

11. BREACH

11.1 Should the Purchaser fail to make any payments on due date as provided for herein, or otherwise commit a breach of any of the other terms and conditions hereof and remain in breach for 7 (Seven) days after dispatch of a written notice by registered post, requiring him to remedy such breach of such other terms and conditions, the Seller shall be entitled forthwith, and without prejudice to any other rights available at law, to:

11.1.1 Claim immediate payment of the entire balance outstanding although not otherwise due by the Purchaser under this agreement, or

11.1.2 Cancel this agreement and claim damages suffered by the Seller as a result of such breach and subsequent cancellation, while retaining all amounts paid by the Purchaser as pre-determined damages suffered by the Seller (against which amount of damages the amounts paid by the Purchaser shall be set-off), and furthermore, the Purchaser shall not be entitled to compensation from the Seller for any improvements of whatsoever nature he may have caused to the Property, whether with or without the Seller's consent; or

11.1.3 Where the Seller has become entitled to retain the deposit or other amounts paid to the Sellers attorneys or the conveyancer, the Seller shall be entitled to claim such amounts from such Sellers attorneys or the conveyancer on demand.

11.2 If this agreement is cancelled as hereinbefore provided, the Purchaser and all persons claiming a right of occupation through the Purchaser shall forthwith be obliged to vacate the Property and to deliver it to the Seller. It is specifically recorded in this regard that no lease or other similar right of occupation in favour of the Purchaser shall be created or come into existence by virtue of this agreement. Should the Purchaser dispute the Seller's right to do so, then pending the determination of that dispute, the Purchaser shall continue to pay all amounts payable in terms of this agreement on the due date thereof, and to comply with all the terms hereof and the Seller shall be entitled to retain such amounts received in the interim.
11.3 Without prejudice to any rights of the Seller as set out herein, all moneys payable by the Purchaser in terms hereof and unpaid on due date and any amounts secured by guarantee which is not provided on the due date shall bear interest at 2% (Two Percent) above the prime bank lending rate charged by the Seller's bankers from time to time. In the event of a dispute arising as to the rate payable, the rate shall be certified by any manager or assistant manager of any branch of the Seller's bank whose decision shall be final and binding on the parties. Interest as aforesaid shall be calculated from the due date to actual date of payment and in the case of guarantees to be presented from the due date thereof until date of actual payment and shall be payable without demand having to be made therefore. Each payment made by the Purchaser shall be allocated first to the payment of interest and then to the payment of any other moneys due in terms hereof and thereafter to the reduction of the purchase price.

12. JURISDICTION AND COST
For the purpose of all or any proceedings herein, the parties hereby consent to the jurisdiction of the Magistrate's Court under Section 28 of the said Magistrate's Court Act of 1944, as amended. Notwithstanding the aforesaid, the Seller shall have the right at the Seller's sole option and discretion to institute proceedings in any other competent Court which may otherwise have jurisdiction. The Purchaser shall be liable to the Seller for payment of all its attorney-and-own-client costs in respect of any legal proceedings which the Seller may institute against the Purchaser to enforce its rights in terms hereof.

13. ENTIRE AGREEMENT
The parties agree that this deed of sale constitutes the entire contract between them and that there are no other conditions, stipulations, warranties or representations whatsoever made, other than such as may be included herein and signed by the parties hereto.

14. CO-SIGNATORIES
In the event of this deed of sale being signed by more than one Purchaser, the signatories hereby bind themselves jointly and severally in solidum in favour of the Seller for the proper fulfillment of all the obligations forthcoming out of this deed of sale.

15. COMPANY / CLOSE CORPORATION / TRUST
15.1 If this deed of sale is signed as Purchaser by a person purporting to act for and on behalf of a company, close corporation or trust, he shall be deemed to warrant that he is duly authorized so to sign this deed of sale and shall, by his signature hereto, bind himself in favour of the Seller as surety and co-principal debtor under renunciation of the benefits of division, excussion and cession of action for the due performance of all the obligations of
the said company, close corporation or trust in terms of or arising out of this agreement of any cancellation hereof.

15.2 If this Agreement is entered into by the signatory for the Purchaser in his capacity as trustee for a company to be formed, then:

15.2.1 The said signatory, by his signature hereto, hereby binds himself in favour of the Seller as surety and co-principal debtor, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company in terms of or arising out of this agreement or any cancellation hereof; and

15.2.2 Without prejudice to the provisions of 15.2.1, in the event of such company not being formed within 30 (Thirty) days after the date of signature of this agreement and/or failing within 3 months as per section 21 of the Companies Act 71 of 2008 days after incorporation to ratify and make the provisions of this Agreement binding upon itself, and/or failing within the said 3 month period to deliver to the Seller’s Conveyancers the originals or certified copies of its certificate of incorporation, memorandum and articles of association, certificate to commence business and all necessary resolutions of shareholders and/or directors in respect of this sale, in the case of a company, then and in any such event, the said signatory shall be personally liable in terms hereof as if he had contracted in his own personal capacity.

16. **COMPLETION AND HAND-OVER**

16.1 The parties or their representatives shall be obliged to attend the hand-over inspection at any pre-arranged time, during which inspection the parties shall agree to the defects list.

16.2 If the Purchaser fails to attend a hand-over inspection within a reasonable period after having received written notice thereof by the Seller, then the completion date will be determined by the project architect whose decision shall be final and binding on the parties;

16.3 The Seller shall remedy the defects on the defects list as soon as reasonably possible. In the event that a dispute shall arise as to whether the defects have been properly rectified, the project architect’s decision on the matter shall be final and binding on both parties;

16.4 Notwithstanding the provision of this clause, the Seller shall strictly enforce, for the benefit of the Purchaser any guarantee or warranty which it may enjoy. To the extent that such guarantee or warranty relates to the property, the Seller hereby cedes all its rights in terms thereof to the Purchaser and/or the Property Owners Association;

16.5 All undertakings and commitments given by the Seller to the Purchaser in terms of this agreement are personal to the purchaser who shall not be entitled to cede, assign or make over its rights thereto;
17. COOLING-OFF IN TERMS OF CPA
If the property was introduced to the Purchaser by means of direct marketing as defined in the CPA, then and in that instance the Purchaser may rescind this agreement without reason or penalty, by giving written notice, or another recorded manner and form, to the seller, within 5 (five) business days after the signature date.

18. CONFIRMATION BY PURCHASER IN TERMS OF THE CPA
The Purchaser confirms that:

18.1 He has read this Agreement and understands the contents thereof \[\text{YES / NO}\]
18.2 That the property was introduced to him by means of direct marketing \[\text{YES / NO}\]
18.3 That he is aware and understands his right to the cooling-off period after direct marketing \[\text{YES / NO}\]
18.4 The Purchaser is a juristic person (Company / Close Corporation / Trust / Partnership etc) \[\text{YES / NO}\]
18.5 If the answer in clause 18.4 above is yes, that its annual turnover or asset value is more than R2,000,000 (two million rand) as on the signature date (not applicable if Purchaser is a natural person) \[\text{YES / NO / N/A}\]
18.6 He has purchased and will use the property only for residential purposes \[\text{YES / NO}\]
18.7 He acknowledges that he has had insight into and accepts the duties and abide by the HOA \[\text{YES / NO}\]

19. IRREVOCABLE OFFER TO PURCHASE
The Purchaser acknowledges that his signature hereto constitutes an offer by him to purchase the Property on the terms and conditions as set out herein, which offer shall remain irrevocable and open for acceptance by the Seller for a period of 10 (Ten) days calculated from date of signature hereof by the Purchaser or after the cooling-off period referred to in paragraph 17, if applicable. The offer shall, notwithstanding the aforesaid, remain open for acceptance by the Seller at any time after the aforesaid period of 10 (Ten) days, unless the offer has been withdrawn by the Purchaser upon written notice to the Seller.
20. BONNIE BRAE HOME OWNERS ASSOCIATION

The purchaser hereby acknowledge that he shall become a member of HOA and that the following condition will be inserted in the title deed as required in terms of the approval to subdivision of Remainder Erf 11 Kraaifontein in terms of Ordinance 15 of 1985:

“The property may not be alienated without the written consent of the Bonnie Brae Home Owners Association”

THUS DONE and SIGNED at _____________ on this the ___ day of ________________ 20__.

As Witnesses :
1. ________________________________________________ ___________________________ Seller
2. ________________________________________________

THUS DONE and SIGNED at _____________ on this the ___ day of ________________ 20__.

As Witnesses :
1. ________________________________________________ ___________________________ Purchaser 1
2. ________________________________________________ ___________________________ Purchaser 2
ANNEXURE "A"

SIMPLIFIED DRAWINGS
Of THE BUILDING PLANS
ANNEXURE "B"

SPECIFICATIONS OF MATERIALS AND FINISHES
ANNEXURE "C"

DIAGRAM
ANNEXURE "D" (IF ANY AND IF APPLICABLE)

SUBSIDY TERMS AND CONDITIONS
ANNEXURE "E" (IF ANY AND IF APPLICABLE)

ALTERATIONS AND ADDITIONS