

# SHEFFIELD

## AGREEMENT OF SALE

(Sectional Plan registered, Scheme opened, BC established)

between

**RENICO CONSTRUCTION PROPRIETARY LIMITED**

**Registration Number 2002/032108/07**

**NHBRC Registration Number 19140**

herein represented by Liezel Joubert, she being duly authorised hereto by an appropriate resolution  
("the Seller")

and

**RENICO CONSTRUCTION PROPRIETARY LIMITED**

**Registration Number 2002/032108/07**

**NHBRC Registration Number 19140**

herein represented by Liezel Joubert, she being duly authorised hereto by an appropriate resolution  
("the Contractor")

and

**the party identified as Purchaser in clause 1.2**

("the Purchaser")

in respect of Unit \_\_\_\_ in the registered residential Sectional Title Scheme known as **SHEFFIELD**

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<b>1. PARTIES</b>	<b>To be completed</b>	
<b>1.1 Seller</b>	Renico Construction Proprietary Limited Registration No. 2002/032108/07	
Physical Address (street address)	384 Johan Street (cnr Taylor Road) Honeydew Johannesburg	
Postal Address	PO Box 6211 Weltevreden Park 1715	
E-mail Address	johanl@renico.co.za	
<b>1.2 Purchaser (full name)</b>	1.	2.
Id No. / Registration No. / Date of Birth		
Purchaser's Income Tax Reference No.		
Purchaser's VAT Reference No. (if applicable)		
Representative's full names (if signing on behalf of a legal entity)		
Physical Address (street address)		
Postal Address		
Telephone No:	(Home)	
	(Work)	
	(Cell)	
Fax		
E-mail address		

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Marital Status (only for natural persons purchasing)		Single		Single	
		Married		Married	
(How married?)	in community of property				
	out of community of property				
	foreign marriage				
If foreign marriage, governed by the laws of?		(state country)			
Married by other law					
Full Names of Spouse					
<b>2. SUBJECT MATTER is situated on Erf 533 Bergbron Extension 14 Township, Registration Division IQ, Gauteng Province at 1355 Giants Castle Avenue, Bergbron, Johannesburg.</b>					
Section		Section Number		S _____	
		Floor Area of the Section (including patios, terraces and covered paved areas)		_____ m <sup>2</sup>	
<b>3. PURCHASE PRICE</b>					
3.1 Total purchase price of the subject matter (inclusive of VAT)				R	
3.2 Total purchase price payable by way of :					
3.2.1 Securing Deposit 1				R20 000,00	
3.2.2 Mortgage Loan				R	
3.2.3 Cash payable (Deposit 2) over and above Deposit 1 and Mortgage Loan				R	
<b>4. OCCUPATION</b>					
4.1 Contractual Occupation Date				(to be inserted)	
4.2 Occupational interest				1% per month of the total purchase price	
<b>5. ESTIMATED TRANSFER DATE</b>				A date to be determined in terms of clause 17	
<b>6. MONTHLY BODY CORPORATE LEVIES:</b>				See Annexure "D"	
<b>7. ESTIMATED RATES AND TAXES</b>				Determined by Local Authority	

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<b>8. TRANSFERRING ATTORNEYS</b>		
8.1 Name of Seller's Attorney	Fyfer Incorporated Attorneys 269 Beyers Naude Drive Visiomed Office Park Block IV Cresta 2195 Tel: 011 678 2160 Fax: 011 678 2151	Bank Panel Codes:  Absa: 2263 Nedbank: 1811 SBSA: 6037 SA Homeloans 126 FNB: 5689 (Norton Lambrianos)
8.2 Attorneys' Trust Account Details	Fyfer Inc Nedbank, Blackheath Branch Code 158 205 Account Number 158 202 5398 Ref: SHEF Unit _____(insert name also)	
<b>9. ESTATE AGENT</b>		
Company	Team Syndicate	
Agent	Johan Louw	
Address	384 Johan Street Cnr Taylor Street Honeydew, 2040	
VAT Reference Number	4390220202	
Telephone number	011 794 1177	
Fax number	011 794 1159	
Email	johanl@renico.co.za	
<b>10. BOND BROKER</b>		
Company	CapCubed Finance Co	Nedbank Direct
Agent	Karien van der Berg	Valma Laubscher
Telephone Number	082 876 1775	011 534 6491/083 302 5827
Fax number	086 743 4864	
Email	karien@capcubed.com	valmal@nedbank.co.za

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<b>11. APPROXIMATE COSTS FOR PURCHASER'S OWN ACCOUNT IN TERMS OF CLAUSES 17.6 AND 17.7</b>	11.1 Bond (if applicable): Initiation Fee	Determined by the Bank, Approximately R6 000,00 for individuals and R10 000,00 for legal entities and Trust
	11.2 E4 charge for processing electronic instruction per instruction	302,00
	11.3 E4 charge for allowing printing of documents	72,00
	11.4 Korbitec charge for importing	208,00
	11.5 Korbitec charge for KODA	90,00
	11.6 Docomply audit	300,00
	11.7 Stordoc charge for uploading	325,00
	11.8 E4 charge for verification	55,00
	11.9 Searchworks verification after transfer require by Banks	228,00
	Other:	
	Creation of new Municipal Account	969,00 plus VAT
	Investment charges	600,00 plus VAT

## 12. INTRODUCTION:

12.1 The Seller is the registered owner of the Subject Matter.

12.2 **Therefore the Subject Matter is capable of registration as contemplated in the Alienation of Land Act No. 68 of 1981.**

12.3 The Seller has agreed to sell to the Purchaser who has agreed to purchase a sectional title unit in the Scheme, together with an undivided share in the common property (altogether known as the "**Subject Matter**") for the purchase price, on the terms and conditions contained in this Agreement and the Annexures hereto.

## 13. INTERPRETATION

13.1 In this Agreement, unless inconsistent with the context:

13.1.1 "Agreement" or "Agreement of Sale" means this Agreement together with all Annexures and Plans, signed or initialled by, and entered into by the Seller and Purchaser;

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- 13.1.2 "Act" means the Sectional Titles Act No. 95 of 1986 or any amendment thereof and includes the Regulations promulgated there under from time to time;
- 13.1.3 "bond conveyancing registration costs" means the fee/s charged by bond registration attorneys for registration of the bond **excluding** the initiation fee, valuation fee or any administrative fee charged by and payable to the financial institution or insurance company as described in clause 11;
- 13.1.4 "building/s" means the building/s erected on the Property as part of the Scheme, reflected on the Sectional Plan;
- 13.1.5 "By-Law" means the City of Johannesburg Municipal Planning By-Law, 2016;
- 13.1.6 "common property" means those portions of the Property and such parts of the buildings which do not form part of any Section in the Scheme and constitute common property in terms of the Act;
- 13.1.7 "communal amenities and communal areas" means those parts of the common property designated for communal use and enjoyment by all owners in the Scheme;
- 13.1.8 "Contractual Occupation Date" means the date in clause 4.1;
- 13.1.9 "conveyancing transfer fees" means the fees payable to the Transferring Attorneys to register the transfer of the Unit to the Purchaser;
- 13.1.10 "Council" means the City of Johannesburg Metropolitan Municipality or its successor/s in title;
- 13.1.11 "Developer" means the Seller or its nominee/s that carried out the Development and includes its successor/s in title and their respective successors, and *vice versa*;
- 13.1.12 "Development" means the buildings erected and completed on the Property in respect of which the Seller has opened a Sectional Title Register known as **SHEFFIELD No. SS59/2019**;
- 13.1.13 "estimated transfer date" means the anticipated transfer date of the Subject Matter as soon as practically possible after the Contractual Occupation Date;
- 13.1.14 "levies" means an amount in respect of Body Corporate levies described in clause 6;
- 13.1.15 "occupational interest" means the amount described in clause 4.2;
- 13.1.16 "participation quota" means the percentage allocated to the Section in the Sectional Plan of the Scheme as registered and filed in the office of the relevant Deeds Registry being a percentage expressed to four decimal places and arrived at by dividing the floor area correct to the nearest square metre of all the Sections in the buildings comprised in the Scheme;
- 13.1.17 "prime rate" means a rate of interest per annum which is equal to the **Nedbank Limited** published minimum lending rate of interest per annum, compounded monthly in arrears, charged by the said bank on the unsecured overdrawn current accounts of its most favoured corporate clients in the private sector from time to time;
- 13.1.18 "Property" means Erf 533 Bergbron Extension 14 Township, Registration Division IQ, Province of Gauteng;

- 13.1.19 “Register” means the Sectional Title Register opened in respect of the Scheme in terms of the Sectional Titles Act;
- 13.1.20 “Regulations” means the Regulations promulgated under the Act and the STSMA from time to time;
- 13.1.21 “Rules” means jointly the Management and Conduct Rules relating to the Scheme in terms of clauses 20 and 23 below;
- 13.1.22 “Scheme” means the Sectional Title Scheme known as **SHEFFIELD**;
- 13.1.23 “Section” means the Section more fully described in the Sectional Plan;
- 13.1.24 “Sectional Plan” means SG No. D1015/2018 annexed hereto marked “**B**”;
- 13.1.25 “signature date” or “signing date” means the date on which the last signing party signs this Agreement;
- 13.1.26 “SPLUMA” means the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013);
- 13.1.27 “STSMA” means the Sectional Title Schemes Management Act, 2011 (Act 8 of 2011) together with its Regulations;
- 13.1.28 “Subject Matter” means the Unit as described in the Sectional Plan, read together with the Register;
- 13.1.29 “transfer date” means the date of registration of transfer of the Unit into the name of the Purchaser in the Deeds Office;
- 13.1.30 “Unit” means the Section described in the Sectional Plan together with an undivided share in the common property as apportioned to the Section in accordance with the participation quota/s determined in accordance with the Act.
- 13.2 Words and expressions defined in the Sectional Titles Act shall have the meanings therein defined.
- 13.3 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include female and words importing persons shall include partnerships, trusts and bodies corporate and *vice versa*.
- 13.4 Reference to this Agreement shall mean the Agreement of Sale and all the Annexures thereto.

#### 14. SALE

The Seller sells and the Purchaser purchases the Subject Matter in accordance with the terms and conditions set out in this Agreement and all Annexures thereto, and which the Purchaser acknowledges having read, understood and considers himself bound thereto.

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## 15. SUSPENSIVE CONDITION - MORTGAGE LOAN

- 15.1 This sale is subject to and conditional upon the Purchaser being granted a mortgage secured loan against security of the Unit by a financial institution approved by the Seller for an amount not less than that specified in clause 3.2.2. Such loan must be granted within 14 (fourteen) calendar days from the signature date on terms and conditions normally applicable to such loans granted by financial institutions. Should the Purchaser wish to acquire a loan from any financial institution other than ABSA BANK, FIRST NATIONAL BANK, NEDBANK, STANDARD BANK or SA HOMELOANS, the Seller must be informed of the Purchaser's intention to do so and approval in writing must first be obtained from the Seller before an application is submitted to such other financial institution, failing which an approval by such other financial institution shall not be approved by the Seller as required.
- 15.2 The loan as approved must be for an amount that will enable the Purchaser to deliver a guarantee or guarantees for not less than the amount stated in clause 3.2.2.
- 15.3 If this suspensive condition is not fulfilled or waived within the period mentioned in clause 15.1 above, the period shall be deemed to be automatically extended until the Seller gives 3 (three) days written notice to the Purchaser requiring that the condition be fulfilled within such 3 (three) days failing which the Seller shall have the right to cancel the sale forthwith.
- 15.4 If the Seller does not cancel the sale as contemplated in clause 15.3 above within 30 (thirty) days after the date of the notice referred to in clause 15.3 above, or if the suspensive condition is not waived within the period described in clause 15.3 above, this Agreement shall lapse and be of no further force or effect and Deposit 1 together with the interest earned thereon shall be refunded to the Purchaser.
- 15.5 The mortgage secured loan **may** be obtained on behalf of the Purchaser by a bond broker appointed by the Seller but always subject to clause 15.9 below.
- 15.6 The Purchaser undertakes to provide the bond broker (if appointed by the Seller) on request with all the information/documentation required to enable the bond broker to apply for the loan. The Seller shall however not be obliged to appoint a bond broker or to facilitate a loan to the Purchaser.
- 15.7 The suspensive condition shall be deemed to have been fulfilled upon the Purchaser accepting a suitable offer to lend from a financial institution.
- 15.8 A loan granted on the condition that a another loan, payment of which is secured by a bond over another property, be paid in FULL and be cancelled, shall NOT constitute fulfilment of the suspensive condition contained in clause 15.1 above.
- 15.9 The Purchaser shall use his best endeavours to procure fulfilment of the suspensive condition and the Purchaser furthermore undertakes to fulfil all of the requirements laid down by the financial institution in question in connection with the grant of such loan. **If the Purchaser is unable to demonstrate to the Seller that the Purchaser actively or forcefully made all reasonable efforts in order procure fulfilment of the suspensive condition or fails to comply with or accept any condition reasonably imposed by the financial institution, the Seller may regard the suspensive condition as having been waived and demand performance by the Purchaser of his obligations in terms of this Agreement.**

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- 15.10 The suspensive condition contained in clause 15.1 is expressed to be for the exclusive benefit of the Purchaser, who shall at any time prior to the due date for fulfilment thereof be entitled to waive such condition by written notice to the Seller or the Conveyancers and in the event of such waiver, the Purchaser will be obliged to furnish guarantees as provided in clauses 16.4 and 16.5 below.
- 15.11 Should the suspensive condition be fulfilled or waived as contemplated herein, and the grant of the loan is subsequently retained or withdrawn by the financial institution **at the instance of the Purchaser**, this Agreement shall not lapse or be rendered null and void or unenforceable as a result of such retention, cancellation or withdrawal by the financial institution **and the Purchaser shall nevertheless be bound to fulfil his obligations in terms of this entire Agreement as if the condition was waived by the Purchaser.**

## 16. THE PURCHASE PRICE AND THE PAYMENT THEREOF

- 16.1 The Purchaser shall pay the purchase price to the Seller in cash against registration of transfer of the Subject Matter into the name of the Purchaser.
- 16.2 Deposit 1 shall be paid to the Transferring Attorneys via Electronic Funds Transfer (EFT) within 3 (three) days after the granting of the loan referred to in clause 15.1, if applicable, and if not applicable, within 3 (three) days after the signature date. Should the Purchaser fail to pay Deposit 1 punctually, the Seller shall automatically be entitled but not obliged, notwithstanding the provisions of clause 32 below, to cancel this Agreement upon notice to the Purchaser.
- 16.3 The Purchaser herewith irrevocably grants the Transferring Attorneys permission to invest all monies paid to the Transferring Attorneys in respect of this transaction with Nedbank in terms of Section 86(4) of the Legal Practice Act 28 of 2014 ("LPA") upon receipt by the Transferring Attorneys of proof of payment by the Purchaser together with the required Financial Intelligence Centre Act No. 38 of 2001 ("FICA") documentation. Interest on the investment will accrue to the Purchaser subject to the provisions of Section 86(5) of the LPA which stipulates that 5% of the interest accrued on accounts opened in terms of Section 86(4) of the LPA must be paid over to the Legal Practitioner's Fidelity Fund established in terms of the LPA ("LPFF") and vests in the LPFF. The Purchaser agrees to pay the Transferring Attorneys a fee of R600,00 (Six Hundred Rand) plus VAT for the making of and administration of any such investment and the closing of the investment account.
- 16.4 As security for payment of the loan amount to be financed by the bank loan, the Purchaser shall provide the Transferring Attorneys within 14 (fourteen) calendar days after the grant of such loan, with banker's guarantees approved by the Seller for an amount equal to the loan amount, which guarantees shall:
- 16.4.1 be subject to such terms as are usually imposed by such bankers in issuing such guarantee/s;
- 16.4.2 be expressed to be payable free of exchange by way of a real time electronic funds transfer (EFT), on written advice from the Transferring Attorneys to the party which issues such guarantee on registration of:
- 16.4.2.1 transfer of the unit from the Seller to the Purchaser;

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- 16.4.2.2 release of the unit from any existing bond;
- 16.4.2.3 if applicable, registration of the bond, referred to in clause 15.1 above;

and shall not be conditional on the happening of any other event.

- 16.5 As security for payment of the balance of the purchase price over and above Deposit 1 and the loan amount (if applicable), the Purchaser shall pay that amount via EFT to the Transferring Attorneys within 14 (fourteen) calendar days after the Purchaser was requested by the Transferring Attorneys to do so (Deposit 2), which request shall not be made prior to the granting of the loan referred to in clause 15.1, if applicable.
- 16.6 In as much as the purchase price is inclusive of VAT determined at the current rate of 15%, in the event of the rate being amended in circumstances in which the amended rate will apply to this transaction and be payable by the Seller, the purchase price shall be adjusted accordingly. Any additional VAT shall be payable by the Purchaser immediately upon demand by the Transferring Attorneys.
- 16.7 The Purchaser hereby acknowledges that no monies can be invested until such time as the Transferring Attorneys are furnished with:
- 16.7.1 payment confirmation which must clearly state the name of the Development, Unit number and contact details of the Purchaser concerned; and
- 16.7.2 all documents required in terms of FICA and the Purchaser accordingly agrees to grant to the Transferring Attorneys full co-operation and disclosure to comply with FICA and the Attorneys Act.

## 17. TRANSFER AND COSTS

- 17.1 Transfer shall not be passed to the Purchaser until such time as the total purchase price and all other amounts for which the Purchaser may be liable in terms hereof up and until the transfer date have been paid, and/or payment thereof has been secured as herein provided, to the satisfaction of the Seller and the Purchaser has complied with all other obligations in terms of this Agreement.
- 17.2 Subject to clause 17.1, transfer of the Unit shall be effected by the Transferring Attorneys and shall be given and taken as soon as possible after a rates clearance certificate in respect of the Unit can be obtained by the Transferring Attorneys from the Local Authority.
- 17.3 Within 5 (five) working days of being requested to do so by the Transferring Attorneys, the Purchaser shall sign all such documents and furnish the Transferring Attorneys with all such documents as may be necessary or requisite for the purposes of the registration of transfer of the Unit.
- 17.4 **Provided that the financial institution granting the loan (if applicable) instructs the Transferring Attorneys to attend to the registration of the mortgage bond in favour of the institution, the Seller shall be liable for the Conveyancing transfer charges incidental to the transfer of the Unit to the Purchaser as well as the fees payable to the Transferring Attorneys in respect of bond registration cost. In the case of loans granted by any financial institution other than ABSA, NEDBANK, FIRST NATIONAL BANK, STANDARD BANK OF SOUTH AFRICA or SA HOMELOANS, the bond registration costs shall not be borne by the Seller and the Purchaser shall be liable to pay the bond registration costs to the attorneys appointed by such financial**

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institution. If clause 15.1 does not apply, the Seller shall be liable for the conveyancing transfer charges as described above.

- 17.5 Should the proviso in clause 17.4 above not be met, the Purchaser shall personally be responsible for payment of all the costs and charges described in clause 17.4 above.
- 17.6 Notwithstanding clause 17.4 above, the Purchaser shall nevertheless be liable for all water and electricity consumption charges from the Contractual Occupation Date, the cost of the levy clearance certificate which may be required in terms of the Act, the cost of any insurance certificate required by the financial institution granting the loan, the initiation fees charged by the financial institution, any other charges imposed by the financial institution, as well as any direct costs and disbursements arising from the grant of the loan and the bond required to be registered as described in clause 11.
- 17.7 After transfer the Seller shall be entitled to instruct a private municipal consultant to remove the unit from the Seller's municipal account in respect of assessment rates and refuse removal and to procure that a new municipal account be opened in the name of the Purchaser. The Purchaser shall be liable for the costs and charges of the consultant, which shall not exceed R969,00 inclusive of VAT, which shall be paid by the Purchaser to the Transferring Attorneys on demand prior to Transfer. The Transferring Attorneys shall pay the consultant only upon completion of the process.
- 17.8 The Purchaser shall be obliged to pay the occupational interest provided for in clause 4.2 above and clause 18.5 below to the Seller via EFT upon monthly request by the Seller for such payment.
- 17.9 The Purchaser shall not have any claim against the Seller or be relieved of any of the Purchaser's obligations in terms of this Agreement or be entitled to any remission or rebate of any charges payable by the Purchaser in terms of this Agreement in the event of a delay in Transfer caused by a delay by the Local Authority in issuing a rates clearance certificate in respect of the Unit.
- 17.10 Neither the Seller nor the Transferring Attorneys shall be required to off-set any financial obligation/s of the Purchaser against Deposit 1 prior to transfer.

## 18. POSSESSION AND OCCUPATION

- 18.1 The Seller shall give and the Purchaser shall take occupation of the Unit on the Contractual Occupation Date.
- 18.2 The failure on the part of the Purchaser to take physical occupation (whether personally or by agent) or to accept the keys to the Subject Matter shall not affect the Contractual Occupation Date which shall remain as defined and described in clauses 4.1 and 18.1.
- 18.3 The Seller shall be entitled to deny the Purchaser access to the Subject Matter until all outstanding obligations of the Purchaser have been fulfilled and the Purchaser shall, nevertheless, remain liable for payment of the occupational interest, notwithstanding the fact that actual occupation was denied by the Seller.

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- 18.4 Contractual Occupation of the Section by the Purchaser or anybody through the Purchaser shall not create a tenancy, and in the event of this Agreement being cancelled, all rights to the occupation of the Subject Matter shall lapse and the Subject Matter shall be vacated forthwith.
- 18.5 From the Contractual Occupation Date until registration of transfer of the Unit into the Purchaser's name, and including such date, the Purchaser shall pay to the Seller occupational interest as described in clause 4.2, monthly in advance on the first day of each and every month to the Seller until date of registration of transfer, (both days inclusive), prorated for periods of less than a month.
- 18.6 Should the Purchaser be in occupation of the Subject Matter and registration of transfer is delayed by reason thereof that the Purchaser:
- 18.6.1 fails or refuses to pay any amount due in terms of this Agreement or to sign any document which the Purchaser is required to sign in terms of this Agreement; or
  - 18.6.2 commits any other breach or fails to comply with any other term of this Agreement;
  - 18.6.3 refuses to sign the Letter of Satisfaction required by the financial institution which granted the mortgage loan in order to allow the Bond Attorneys to have the building retention uplifted;
- then the occupational interest payable by the Purchaser in terms of clause 18.5 above shall be the amount described plus a further R3 000,00 per month, for as long as such failure and/or refusal and/or breach continues, calculated from due date and to date of remedying such failure and/or refusal and/or breach. In addition the Purchaser shall then become liable to pay the increased occupational interest as well as all Body Corporate levies and rates payable in respect of the Subject Matter.**
- 18.7 **The Contractual Occupation Date shall under no circumstances be deferred by the Purchaser, whether or not the Unit is considered suitable for beneficial occupation by reason of any improvements, additions or alterations to be effected to the Section, by or at the request of Purchaser, not having been completed.**
- 18.8 **If for any reason whatsoever the Seller is unable to give the Purchaser occupation of the Unit on the Contractual Occupation Date, then the Purchaser shall have no claim of whatsoever nature against the Seller as a result thereof but should the Unit not be ready for occupation within 180 (one hundred and eighty) days after the Contractual Occupation Date, then the Purchaser shall be entitled to resile from this Agreement by written notice to the Seller to such effect in which case the Purchaser shall have no further claim against the Seller other than a refund of the Deposit together with any interest earned thereon.**
- 18.9 Possession of the Subject Matter shall be given to and taken by the Purchaser on transfer.
- 18.10 All monies of the Purchaser held by the Transferring Attorneys shall be utilized firstly towards the settlement of the financial obligations of the Purchaser towards the Seller pending transfer and lastly towards the purchase price.

## 19. SECTIONAL PLAN AND SPLUMA CERTIFICATE

- 19.1 The Purchaser acknowledges that the Sectional Plan has been approved and registered and that the exact boundaries of the Section forming part of the Unit are those shown on the Sectional Plan. The undivided share in the common property apportioned to the Section is in accordance with the Participation Quota which was determined in terms of the Act upon approval of the Sectional Plan.
- 19.2 The Purchaser acknowledges that the extent of the Unit on the Sectional Plan was measured by the Land Surveyor in accordance with the Act and shows the floor area of the Section to the median line of the boundary walls of the Section.
- 19.3 **The Purchaser acknowledges that the Unit is registrable and that a Compliance Clearance Certificate has been issued by the local authority in terms of Section 53 of the By-Laws of the Local Authority promulgated under SPLUMA.**

## 20. SECTIONAL TITLE

The Purchaser acknowledges that this sale is governed by the Act and the STSMA and that the Purchaser is aware of and shall be bound by the Rules, Regulations, conditions and servitudes of whatever nature pertaining to the sale, ownership and use of the Subject Matter.

## 21. EXTRAS/VARIATIONS

- 21.1 The Seller shall not be obliged to agree to any variation, modification, addition or omission to or from the structure design, layout, finishes, fixtures or fittings in respect of the Unit.
- 21.2 Should the Seller agree to any extras or variations, then those will be attended to entirely at the cost of the Purchaser and shall include such charges as the Seller may levy for attending thereto. All such costs shall be paid in cash, on agreement to proceed, to the Seller prior to any such work being proceeded with by the Seller, **which payment shall at all times be non-refundable irrespective of any circumstances whatsoever.**

## 22. BUILDINGS ERECTED

It is recorded that the Buildings have been constructed and the Subject Matter is sold "as-built".

## 23. THE BODY CORPORATE

- 23.1 The Purchaser acknowledges that the Purchaser has been made aware of the following material facts and circumstances relating to the Scheme and the Property on which the Scheme will be situated namely that the Seller had when submitting the application for the registration of the Sectional Plan of the Scheme, filed Management and Conduct Rules for the Scheme in terms of Section 35 of the Act as approved by the Chief Ombud acting in terms of the STSMA and the Regulations thereto.
- 23.2 The Scheme shall, in addition to the Act, be governed by the STSMA.

## 24. CONSUMPTION CHARGES

- 24.1 Subject to the provisions of clause 24.2 the Purchaser shall as from and including the Contractual Occupation Date be liable for the charges in respect of all electricity and water consumed in or on the Unit.

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- 24.2 The Scheme is equipped with:
- 24.2.1 a central hot water system and geysers; and
  - 24.2.3 pre-paid electricity supply.

## 25. RESALE OF THE SUBJECT MATTER

**Prior to transfer of the Unit to the Purchaser, the Purchaser shall not be entitled to sell or transfer the Unit, without the prior written consent of the Seller.**

## 26. CONDITIONS APPLICABLE PENDING TRANSFER

With effect from the Contractual Occupation Date and pending registration of transfer of the Unit, the following conditions shall apply:

- 26.1 save insofar as may be inconsistent with the provisions of this Agreement, the provisions of the Act and the STSMA shall apply;
- 26.2 the provisions of the Rules insofar as they cast any duty upon the owner or occupier of a Unit, shall bind the Purchaser and be enforceable by the Seller;
- 26.3 the Purchaser may not make any alterations or additions to the Unit;
- 26.4 the Purchaser shall maintain the Unit in good order and condition; and
- 26.5 the Purchaser shall not be entitled to sell or transfer the Unit (including, but not limited to, the Purchaser's rights of occupation thereof) except with the prior written consent of the Seller.

## 27. RECTIFICATION OF DEFECTS

- 27.1 The Purchaser shall within 14 (fourteen) days after the Contractual Occupation Date notify the Seller in writing by way of a snaglist of all or any defects in the Unit, failing which the Purchaser shall be deemed to have accepted the Unit in good order and condition. Only **ONE** snaglist shall be considered. The Seller shall within a reasonable time thereafter at its cost repair all such defects and the Seller undertakes to rectify all latent and/or patent defects which become apparent to the Purchaser within 3 (three) calendar months from the Contractual Occupation Date and which is the result of defective materials and/or workmanship.
- 27.2 The Seller shall within a reasonable time remedy any material roof structure defects which may manifest themselves within 3 (three) years after the date of the municipal Certificate of Occupancy provided that the Purchaser notifies the Seller in writing within the said period of 3 (three) years of any such defects, failing which, the Purchaser shall be deemed to have accepted the Section in the condition in which the same is as at the date of the said Occupancy Certificate.
- 27.3 The Seller shall within a reasonable time remedy any material structural defects in the Section which may manifest themselves within 5 (five) years after the date of the municipal Certificate of Occupancy provided that the Purchaser notifies the Seller in writing within the said period of 5 (five) years of any such defects, failing which, the Purchaser shall be deemed to have accepted the Section in the condition in which the same is as at the date of the said Certificate of Occupancy.

- 27.4 **The Seller shall only be responsible in terms of clauses 27.1 to 27.3 above for defects caused by faulty materials and/or workmanship and the Seller shall under no circumstances be liable for any consequential loss or damage.**
- 27.5 **The Purchaser shall have no claim whatsoever against the Seller in respect of the Subject Matter and/or any defects therein (whether patent or latent) other than in terms of clauses 27.1, 27.2 and 27.3 (inclusive) above.**
- 27.6 In the event of any defect manifesting itself subsequent to the 14 (fourteen) day period referred to in clause 27.1 above, the Seller hereby cedes to the Purchaser its rights to claim from the contractor/nominated sub-contractor/supplier (to the extent that the Seller is not precluded therefrom).
- 27.7 All undertakings hereby given to the Purchaser are personal to the Purchaser and cannot be alienated or disposed of by the Purchaser in any way.
- 27.8 The Purchaser shall not be entitled to withhold, set off or retain any amounts owing by the Purchaser to the Seller nor shall the Purchaser be entitled to withhold or abate payment of any amount due to the Seller in terms of this Agreement.

## **28. CESSION AND ASSIGNMENT OF RIGHTS**

The Purchaser shall not be entitled to sell, assign, cede or make over its rights under this Agreement, without the prior written consent of the Seller, prior to registration of transfer of the Unit.

## **29. TITLE CONDITIONS**

- 29.1 Subject to clause 19 above, the Seller shall not be answerable for any deficiency in the declared extent of the Unit and/or the land, and no warranties are given in respect of the boundaries of the Unit and/ or the Property.
- 29.2 The Purchaser shall accept transfer of the Unit subject to the Rules and all title conditions and servitudes benefiting or burdening same and the Property whether existing or hereinafter imposed by any competent authority or by the Seller.
- 29.3 The Purchaser acknowledges and agrees that it has acquainted itself with the Rules of the Scheme, copies whereof have been furnished to the Purchaser.
- 29.4 **The Purchaser acknowledges that:**
- 29.4.1 he has been informed that the electricity supply to the Property shall, by agreement between the Seller and the Council be restricted to 140 kVA (200A-3-phase) and that this restriction shall be reflected in the Purchaser's Title Deed;**
  - 29.4.2 he understands that the restriction on the electrical supply is not indicative of a shortage of electrical supply but that the supply to the Property has been declared sufficient for the Property by the Council; and**
  - 29.4.3 by signing Annexure "E" hereto, the Purchaser indicates his acceptance of this restriction.**

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### 30. ACKNOWLEDGEMENT AND DISCLOSURE

The Purchaser acknowledges that the Purchaser has been given sufficient time to consider all provisions of this Agreement and to obtain advice.

### 31. MANAGING AGENT

The Body Corporate shall appoint a managing agent for the Scheme at the inaugural meeting of the Body Corporate.

### 32. BREACH

- 32.1 Should the Seller or the Purchaser, as the case may be ("the defaulting Party"):
- 32.1.1 fail to pay any amount due by the defaulting Party in terms of this Agreement on due date and remain in default for more than 7 (seven) days after being notified in writing to do so by the other Party ("the aggrieved Party") ; or
  - 32.1.2 commit any other breach of any of the provisions of this Agreement and fail to remedy that breach within a period of 7 (seven) days after the receipt of written notice to that effect by the other Party ( "the aggrieved Party ") and complete the remedying of such breach within a reasonable time ; or
  - 32.1.3 commit a breach of any of the provisions of this Agreement at a time critical to the registration procedure and fail to remedy that breach within 48 hours after receipt of written notice to that effect by the other party ("the aggrieved Party");
- then and in of these events, the aggrieved Party shall forthwith be entitled (but not obliged) without prejudice to any other rights or remedies which the aggrieved Party may have in law, including the right to claim damages:
- 32.1.4 to cancel this Agreement without any further notice and in the event of the Purchaser being the defaulting Party, the Seller shall be entitled to retain all monies paid by the Purchaser pending determination of its damages ; or
  - 32.1.5 to claim immediate performance and/or payment of all the obligations of the defaulting Party in terms of this Agreement, including immediate payment of the balance of the purchase price of the Subject Matter in the event of the Purchaser being the defaulting Party.
- 32.2 Should the Purchaser dispute the right of the Seller to cancel this Agreement, then pending the determination of that dispute, the Purchaser shall be obliged to continue payment of all amounts payable by it in terms of this Agreement on the due dates thereof and the Seller shall be entitled to recover and accept those payments without prejudice to the Seller's claim for cancellation of this Agreement or any other rights of the Seller whatsoever.
- 32.3 Upon cancellation of this Agreement for any reason whatsoever, the Purchaser hereby undertakes to vacate the Unit forthwith and shall cease to have any rights under this Agreement and the Seller shall immediately be entitled to resell the Subject Matter.



### 33. NOTICES AND DOMICILIA

- 33.1 Each of the Parties chooses *domicilium citandi et executandi* ("*domicilium* ") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement at their respective addresses set forth in clause 1.
- 33.2 Each of the Parties shall be entitled to change its *domicilium* in writing to any other address within the Republic of South Africa and provided that it consists of or includes a physical address at which process can be served or any notice given.
- 33.3 Any notice given and any payment made by a Party to any of the others ("the addressee") which is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery.
- 33.4 Where, in terms of this Agreement communication of any nature is required the term "notice" and/or the term "writing" shall include communications by e-mail and shall be deemed to have been received by the addressee 1 ( one) hour after the time of transmission of such communication.
- 33.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium*.

### 34. SELLING AGENT'S COMMISSION

- 34.1 The Seller shall pay the commission of the Estate Agent named in clause 9. Such commission will be earned and be payable as per an agreement concluded between the Seller and the Agent.
- 34.2 The provisions of this clause 34 are intended as a contract for the benefit of the Estate Agent and may be enforced by the Estate Agent who accepts the benefits conferred on it and agrees to the terms hereof.

### 35. JURISDICTION/COSTS

- 35.1 The Purchaser hereby consents in terms of Section 45 of the Magistrate's Courts Act, No. 32 of 1944, as amended, to the jurisdiction of any Magistrate's Court having jurisdiction over its person under Section 28 of that Act, notwithstanding that any action or proceeding arising out of this Agreement would otherwise be beyond the jurisdiction of such court. The Seller shall, however, have the right to institute action in any other court of competent jurisdiction.
- 35.2 The Purchaser agrees that, in the event of the Seller instructing its attorneys and/or taking legal proceedings against the Purchaser pursuant to a failure by the Purchaser to fulfil any of its obligations in terms hereof, then the Purchaser shall pay all legal costs plus VAT incurred by the Seller in connection therewith as between attorney and own client, including collection commission laid down at the tariff rate applicable.

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### 36. JOINT AND SEVERAL LIABILITY

Should this Agreement be signed by more than 1 (one) person as Purchaser the obligations and liability of all the said signatories shall be joint and several.

### 37. TRUSTEE

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

37.1 the said signatory, by his signature hereto, 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

37.2 without prejudice to the provisions of clause 37.1 above in the event of such company or close corporation not being formed within 30 (thirty) days after the date of signature of this Agreement by the Purchaser, and/or failing to ratify and make the provisions of this Agreement binding upon itself, and/or failing within 7 (seven) days to deliver to the Seller's Attorney the originals or notarially certified copies of its Memorandum of Incorporation, certificate to commence business and all necessary resolutions of shareholders and/or directors in respect of this sale, in the case of a company, or of its founding statement, any applicable association agreement (or ratification and adoption of this sale, in the case of a close corporation) 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.

### 38. COMPANY/CLOSE CORPORATION/TRUST

If this Agreement is signed as Purchaser by a person purporting to act for and on behalf of a company, close corporation or trust (other than a company not yet formed), he shall be deemed to warrant that he is duly authorised so to sign this Agreement and shall by his signature hereto bind himself in favour of the Seller as surety and co-principal debtor in solidum with such company, close corporation or trust 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 or any cancellation hereof.

### 39. SOLE CONTRACTUAL RELATIONSHIP

39.1 **The Parties hereto acknowledge that this Agreement represents the entire agreement between them and that no other conditions, stipulations, warranties and/or representations whatsoever whether express or implied have been made by either party or their agents other than as set forth in this Agreement.**

39.2 No variation of this Agreement shall affect the terms hereof unless such variation shall be reduced to writing under the hands of the parties hereto.

39.3 No extension of time or indulgence granted by either party to the other shall be deemed in any way to affect, prejudice or derogate from the rights of such party in respect of this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a novation of this Agreement.

**40. CONSUMER PROTECTION ACT**

- 40.1 The parties confirm that this sale did not come about as a result of direct marketing by the Seller and/or its agent/s but has been concluded as a result of consultative negotiations between the parties.
- 40.2 The Purchaser acknowledges that this Agreement contains certain provisions which:
- 40.2.1 limit the risk or liability of the Seller;
  - 40.2.2 constitute an assumption of risk or liability on the part of the Purchaser;
  - 40.2.3 impose an obligation on the Purchaser to indemnify the Seller; and/or
  - 40.2.4 constitute an acknowledgement of facts by the Purchaser.

**41. DISCLOSURES IN TERMS OF THE CONSUMER PROTECTION ACT ("CPA") NO. 68 OF 2008**

- 41.1 It is recorded that the Seller is a "supplier" as defined in the CPA and that the Subject Matter is sold with an "implied" warranty of quality as contemplated in Section 56 of the CPA to the extent that the Subject Matter shall meet the standards described in Section 55 of the CPA and that the Purchaser has the right to receive the Subject Matter:
- 41.1.1 reasonably suitable for the purpose for which it is generally intended;
  - 41.1.2 of good quality, in good working order and free of any material defects;
  - 41.1.3 useable and durable for a reasonable period of time;
- 41.2 The Purchaser agrees to accept the Subject Matter as it stands, provided that the buildings are erected in a workmanlike fashion and substantially in accordance with the attached plans and specifications.
- 41.3 **Acknowledgments by the Purchaser:**
- The Purchaser acknowledges that:
- 41.3.1 the Sectional Plan of the scheme not yet been approved and registered and that accordingly the exact and final boundaries and area of the Section are those shown on the Sectional Plan/s; and
  - 41.3.2 he has been made aware thereof that the Units will be equipped with pre-paid electricity and hot water heat pump supply systems with geysers.

**41.4 Representations**

It is recorded that the Seller or its Agents may have used models and brochures and other advertising material in marketing and presenting the proposed development to the Purchaser and the public at large. **The furniture, finishes and fittings shown in the advertising material were for advertisement purposes only and the Purchaser acknowledges that the finishes and fittings to this Section will comply with the finishing schedule that he has chosen.**

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41.5 **Severability**

The Seller has made every effort to incorporate the Purchaser's consumer rights, as provided for in the CPA, into this Agreement. In the event that any provision in this Agreement is found to contravene the CPA, the parties agree that such provision shall be severed from this Agreement and be treated as if it were not part of this Agreement.

41.6 **Guarantees and Conditions**

41.6.1 The Seller does not furnish any explicit or tacit guarantees in regard to the Subject Matter. The Purchaser acknowledges that he was not persuaded into entering this Agreement by any representations made to him by the Seller or any representative of the Seller, other than what is contained in this Agreement.

41.6.2 The Purchaser should take note that in addition to patent (visible) defects in the Subject Matter, there may be latent (not visible) defects in the Subject Matter.

41.6.3 Clause 27 provides for rectification of defects in the Subject Matter.

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 2019

AS WITNESSES: \_\_\_\_\_ for and on behalf of the **Purchaser**

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

Full names: \_\_\_\_\_

Identity number: \_\_\_\_\_

2. \_\_\_\_\_ (1) \_\_\_\_\_ (2) \_\_\_\_\_

Full names : \_\_\_\_\_ Purchaser or his or her authorised representative who warrants that he/she is duly authorised

Identity Number: \_\_\_\_\_

I, the undersigned, being the spouse of the Purchaser, do hereby consent to this transaction as far as needs be in terms of the Matrimonial Property Act of 1984.

\_\_\_\_\_  
**Spouse of the purchaser**

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 2019

AS WITNESSES: \_\_\_\_\_ for and on behalf of the **Seller and the Contractor**

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

Full names: \_\_\_\_\_

Identity number: \_\_\_\_\_

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2. \_\_\_\_\_  
Full names: \_\_\_\_\_  
Identity number: \_\_\_\_\_

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 2019

AS WITNESSES: for and on behalf of the **Agent**

1. \_\_\_\_\_  
Full names: \_\_\_\_\_  
Identity number: \_\_\_\_\_

2. \_\_\_\_\_  
Full names: \_\_\_\_\_  
Identity number: \_\_\_\_\_

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## ANNEXURES A to H

No	Description of Annexure
A	Resolution
B	Sectional Plan
C1 to C2	Summary of estimated costs/Price List of Units
D	Levy Budget
E	Acceptance of Power Restriction
F	Personal Information
G	FICA Requirements
H	Declaration and Consent in terms of POPI Act

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**Minutes of a Meeting of the Board of Directors/Members/Trustees of**

\_\_\_\_\_ (Name of Company, Close Corporation or Trust)

---

Resolved:

1. That the Company/Close Corporation/Trustees enter into an Agreement of Sale with Renico Construction Proprietary Limited, Registration No. 2002/032108/07 in respect of Unit \_\_\_\_\_ **SHEFFIELD**;
2. That \_\_\_\_\_  
be and is hereby authorized to enter into and sign such Agreement of Sale upon terms and conditions as he/she in his/her sole and unfettered discretion may deem fit.

**ALL DIRECTORS/MEMBERS/TRUSTEES TO SIGN**

_____	_____	_____
DIRECTOR/MEMBER/TRUSTEE	Place	Date
_____	_____	_____
DIRECTOR/MEMBER/TRUSTEE	Place	Date
_____	_____	_____
DIRECTOR/MEMBER/TRUSTEE	Place	Date
_____	_____	_____
DIRECTOR/MEMBER/TRUSTEE	Place	Date

Fyfer Inc  
Block IV, Visiomed Office Park  
269 Beyers Naude Drive  
Northcliff

Prepared by me

\_\_\_\_\_  
CONVEYANCER  
LIESL CLARK

## ACCEPTANCE

I/WE, the undersigned

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

being the registered owner of the below mentioned property, namely-

### A Unit consisting of

- (a) Section No. \_\_\_\_\_ as shown and more fully described on Sectional Plan about to be registered in the scheme known as SHEFFIELD in respect of the land and building or buildings situate at ERF 533 BERGBRON EXTENSION 14 TOWNSHIP, CITY OF JOHANNESBURG, of which section the floor area, according to the said sectional plan is \_\_\_\_\_ square metres in extent; and
- (b) 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 plan.

### HELD BY Certificate of Registered Sectional Title about to be registered

do hereby accept the following condition imposed by the Local Authority which will apply to the Unit:

*"The erf shall not be transferred without the written consent of the local authority first having been obtained and the local authority shall have an absolute discretion to withhold such consent, unless the transferee accepts the following condition: The local authority had limited the electricity supply to the erven to 140Kva (200A-3-phase) and should the registered owners of the erven exceed the supply or should an application to exceed such supply be submitted to the local authority, additional electrical contributions as determined by the local authority, shall become due and payable by such owner/s to the local authority."*

SIGNED AT RANDBURG ON \_\_\_\_\_ 2019

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



FICA REQUIREMENTSINDIVIDUALS

- **Identity Document** or valid **Passport** (i.e. which has not expired).
- If married, a **Marriage Certificate**.
- If married by contract, a registered **Antenuptial Contract**.
- If divorced, a **Final Divorce Order**.
- If spouse is deceased, his or her **Death Certificate** or **Death Notice**.
- **An Account or Correspondence** not older than three months on which the client's name and physical address is indicated, i.e. a **telephone account, proof of salary, bank statement, insurance document, television license, motor license document**, etc.
- Proof of the client's **Income Tax number**, i.e. any correspondence from the S.A. Revenue Service on which his or her number is reflected.

TRUST

- A signed **Trust Deed** of the Trust.
- The **Master's Letter** or **Letters of Authority**.
- **Name and Address** of the Master's Office where the trust is registered.
- Proof of **Income Tax Number** of the trust, i.e. any **Correspondence** of the S.A. Revenue Service on which the number together with the name of the trust appears.
- **Identity Document** or valid **Passport** of the **founder** of the trust.
- **Identity Document** or valid **Passport** of each serving **trustee**.
- **Identity Document** or valid **Passport** of each **beneficiary**.

CLOSE CORPORATION

- **Founding Statement** and **Certificate of Incorporation (CK1)**.
- **Amended Founding Statement (CK2)**.
- Proof of **Income Tax Number** and **Vat Registration Number** of the close corporation (where applicable) i.e. any correspondence of the S.A. Revenue Service on which the number together with the name of the close corporation appears.
- **Identity Document** or valid **Passport** (i.e. which has not expired) of each serving member of the close corporation, i.e. which is currently a member.

COMPANY IN TERMS OF OLD COMPANIES ACT

- **Certificate of Incorporation (CM1, CM2 and or CM3)**.
- **Certificate to Commence Business (CM46)**.
- **Memorandum of Association and Articles of Association (CM4 and CM44)**.
- **Certificate of Change of Name (CM9)**.
- **Identity Document** or valid **Passport** (which has not expired) of each serving director, which has been appointed in this company.
- **Notice of Registered Office and Postal Address of Company (CM22)**. The last mentioned two documents must be the latest version issued by the Registrar of Companies, must be endorsed by the Registrar and furthermore signed by the Company Secretary.
- Proof of **Income Tax Number and Vat Registration Number** of the Company (where applicable).
- **Identity Document** or valid **Passport** of each **official** which is authorized to act on behalf of the company and each **chief executive officer** and each shareholder which has more than 25% shares in the company.

COMPANY IN TERMS OF NEW COMPANIES ACT

- **Notice of Incorporation (CoR 14.1)**
- **Registration Certificate (CoR 14.3)**
- **Latest updated Memorandum of Incorporation for Profit Companies (CoR 15.1B)**
- **All Notices of Change of Directors (CoR 39)**
- **Latest Registered Address (CoR 21)**
- **Latest notice of change of auditor or secretary of member of audit committee (CoR 44)**
- **Utility Bill not older than three months reflecting the company's business address**
- **Identity Document** or valid **Passport** (which has not expired) of each serving director, which has been appointed in this company
- Proof of **Income Tax Number and Vat Registration Number** of the Company (where applicable)
- **Identity Document** or valid **Passport** of each **official** which is authorized to act on behalf of the company and each **chief executive officer** and each shareholder which has more than 25% shares in the company.