



AGREEMENT OF SALE

between

**PURPLE PLUM PROPERTIES 82
(PROPRIETARY) LIMITED**
REGISTRATION NUMBER: 2003/007014/07
(the Seller)

and

(the Purchaser)

THE PARTY WHOSE FULL PARTICULARS APPEAR IN THE SCHEDULE

in respect of Erf _____

RIJKS CLOSE @ AAN DE WIJNLANDEN, STELLENBOSCH



COVERING SCHEDULE

1. PARTIES	
Seller	Purple Plum Properties 82 (Proprietary) Limited Registration number: 2003/007014/07
Address:	3 rd floor, 132 Adderley Street, Cape Town, 8001
1.1. First Purchaser (full names):	
Identity No. / Registration No. / Date of Birth:	
Purchaser's Income Tax Reference No:	
Representative's full names (if signing on behalf of a legal entity):	
Residential Address (street address / registered address):	
Postal Address:	
Telephone No: (Home)	
(Work)	
(Cell)	
(Fax)	
E-mail address:	
Marital status:	Single <input type="checkbox"/> Married <input type="checkbox"/>
(How married?)	In Community of Property
	Out of Community of Property with accrual
	Out of Community of Property without accrual
	Foreign marriage
If foreign marriage, governed by the laws of:	(state country)
Married by Customary Law:	
Full names of spouse:	
Identity No. / Date of Birth:	
1.2. Second Purchaser (full names):	
Identity No. / Registration No. / Date of Birth:	
Purchaser's Income Tax Reference No:	
Representative's full names (if signing on behalf of a legal entity):	
Residential Address (street address / registered address):	
Postal Address:	
Telephone No: (Home)	
(Work)	
(Cell)	

(Fax)	
E-mail address:	
Marital status:	Single Married
(How married?)	In Community of Property
	Out of Community of Property with accrual
	Out of Community of Property without accrual
	Foreign marriage
If foreign marriage, governed by the laws of:	(state country)
Married by Customary Law:	
Full names of spouse:	
Identity No. / Date of Birth:	
2. PROPERTY	
2.1. Erf number	
2.2. Approximate Extent	m ²
3. PURCHASE PRICE	
3.1. Purchase Price of the Erf (inclusive of VAT @ 15%)	R
3.2. Purchase Price for the construction of the Dwelling (inclusive of VAT @ 15%)	R
3.3. Optional extras	R
3.4. Total Purchase Price (inclusive of VAT)	R
3.5. Deposit: 10 % of the Erf Purchase Price	R
3.6. Balance payable: - In respect of the Erf on Transfer Date, - In respect of the Dwelling	R _____ as stipulated in the Building Agreement
3.7.1 Mortgage bond required	Yes / No
3.7.2 Amount of mortgage bond required	R _____
3.8 Date for payment of the Deposit	7 (Seven) days after the Signature Date
3.9 Date by which bond to be approved	Within 30 (Thirty) days after the Signature Date or such extended period as provided for in this Agreement
3.10 Date for issuing of the guarantee/s	Within 30 (Thirty) days after the Signature Date
4. ESTIMATED DATES	
Anticipated Transfer Date of Erf	As soon as possible after the infrastructure services have been installed and approved by the local authority
5. ESTIMATED LEVY (EXCLUDING	
	Approximately R1290.00 (One Thousand Two

RATES)	Hundred and Ninety Rand). Interim levy of approximately 50% of the approved levy from transfer date to completion date of dwelling
6. ESTIMATED RATES & TAXES	To be determined by the Local Authority
7. TRANSFERRING ATTORNEY	
7.1. Name of Attorney:	De Klerk & Van Gend Inc 3 rd floor, 132 Adderley Street Cape Town, 8001 Tel: 021 424 9200 Ref: Joline Steyn jsteyn@dkvg.co.za / Hennie Serfontein hserfontein@dkvg.co.za
7.2. Attorney's Trust Account:	De Klerk & Van Gend Inc ABSA Bank Account number: 360 280 276 Branch code: 63 2005 Swift code: ZA JJ312109 Reference: RIJKS_____ (Erf No.)
8. BOND BROKER	Mortgage Max Attention: Sophia Vorster Cell number: 082 372 8074 E-mail address: Sophia@devpro.co.za
9. ESTATE AGENT	
9.1. Company:	
9.2. Sales Agent:	
9.3. Address:	
9.4. Telephone number:	
9.5. E-mail:	

ANNEXURES:

"A": SUBDIVISIONAL PLAN NO. SG 2218/2019 OF ERF 10350 EERSTE RIVER
 "B": DEVELOPMENT PLAN TP AdeW 03/2016
 "C": ATTORNEYS' INVESTMENT MANDATE

The Seller hereby sells to the Purchaser who hereby purchases the Property on the following terms and conditions:

1. PREAMBLE

1.1. The Seller is the registered owner of Remainder Erf 6851 Eerste River and Farm 643

Eerste River and is in the process to develop a residential phased development thereon, which will consist of single residential, group residential houses and sectional title units and has obtained the necessary approvals therefore from the relevant authorities.

- 1.2. The Seller has agreed to sell and the Purchaser has agreed to purchase the property, subject to the fulfilment of the conditions precedent recorded in this agreement.

2. INTERPRETATION

In this Agreement:

- 2.1. unless the context clearly indicates otherwise, words importing the singular shall include the plural, words importing the masculine, feminine or neuter shall include the others or such genders, and words importing persons shall include bodies corporate, and vice versa in each instance;
- 2.2. when any number of days is prescribed, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 2.3. where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail;
- 2.4. Annexures to this Agreement are deemed to be incorporated in and form part of the Agreement.
- 2.5. In this Agreement the following terms and conditions shall, unless inconsistent with the context, bear the meanings stated hereunder and cognate terms and expressions shall bear corresponding meanings:
- 2.5.1. Architect: means GISELE VANDERSTRAETEN, the Architect in respect of the development and includes any member of the aforesaid firm or any other firm of architects appointed by the Seller as developer;
- 2.5.2. ARC: means the Architectural Review Committee as provided for in the Constitution;
- 2.5.3. Attorney: means the Seller's attorneys described in the covering schedule;
- 2.5.4. Agent: means the Seller's estate agent described in the covering schedule;
- 2.5.5. ADWHOA: means the Aan De Wijnlanden Home Owners Association, a body corporate established for the development in terms of LUPO and which Association has a Constitution that has been approved by the Local Authority;
- 2.5.6. Building Agreement: means the Building Agreement entered into between the Purchaser and the Contractor as referred to in clause 23;
- 2.5.7. Business Day: means any Day except a Saturday, Sunday or officially proclaimed public holiday;
- 2.5.8. Constitution: means the Aan de Wijnlanden Home Owners Association Constitution approved by the Local Authority;
- 2.5.9. CPA: means the Consumer Protection Act, No. 68 of 2008, as amended;
- 2.5.10. Covering Schedule: means the Covering Schedule in the first part of this Agreement;

- 2.5.11. Deposit: means the Deposit described in clause 3.2. of the Covering Schedule;
- 2.5.12. Development: means subject to the necessary consents from the relevant authorities, the proposed construction of a phased residential estate together with the necessary services, road and infrastructure, amenities, etc on the parent erf, Remainder Erf 6851 Eerste River and FARM 643 Eerste River known as Aan De Wijnlanden;
- 2.5.13. Development period: means the date of transfer of the last saleable Erf in the development and construction of a dwelling or the date the Seller notifies the ADWFOA that it waives its rights herein, whichever is the earlier;
- 2.5.14. Direct Marketing: means to approach a person, either in person or by mail or electronic communication for the direct or indirect purpose of promoting or offering to supply, the Property to that person;
- 2.5.15. Subdivisional Plan: means the approved Subdivisional Plan (Annexure A hereto) of Erf 10350, Eerste River of the development, as approved by the Surveyor General No SG 2218/2019;
- 2.5.16. Due date: means the date for the fulfillment of any condition referred to in this agreement or the date for the payment of any amounts due in terms of this agreement, as the case may be;
- 2.5.17. FICA: means the Financial Intelligence Centre Act No. 38 of 2001, as amended;
- 2.5.18. Development Plan: means the plan of the proposed Development , Annexure B, as approved by the local authority;
- 2.5.19. Levies: means the Levies that will be payable by the Purchaser to the ADWFOA;
- 2.5.20. LUPO: means the Land Use Planning Ordinance No 15 of 1985 (Western Cape) as amended, and includes any superseding legislation or sub-ordinate legislation;
- 2.5.21. Occupational Interest: means an amount equal to the Prime Overdraft Rate, calculate pro rata per month on the Total Purchase Price;
- 2.5.22. Parent property: means Remainder Erf 6851 and FARM 643 Eerste Rivier ;
- 2.5.23. Parties: means the Seller and the Purchaser;
- 2.5.24. Prime rate: means a rate of interest per annum which is equal to the Absa Bank published minimum lending rate of interest per annum, compounded monthly in arrears, charged by the said bank on the unsecured overdrawn the said bank on the unsecured overdrawn current accounts of its most favoured corporate clients in the private sector from time to time. (In the case of a dispute as to the rate so payable, the rate shall be certified by any manager or assistant manager of any branch of the said bank, whose decision shall be final and binding on the parties);
- 2.5.25. Property: means the erf number in 2.1 of the covering schedule on which a dwelling will be erected;
- 2.5.26. Purchaser: means the purchaser as described in the covering schedule and its successors in title, heirs, executors, administrators or assigns;
- 2.5.27. Purchase Price: means the total Purchase Price described in paragraph 3.4 of the covering schedule;
- 2.5.28. Seller: means the Seller described in the covering schedule and its successors in title, heirs, executors, administrators or assigns;

- 2.5.29. Signatory Date: means the date of signature of the party who signs the agreement first;
- 2.5.30. Township Register: means the Township Register in respect of the Residential Estate opened in the Cape Town Deeds Registry in terms of Section 46 of the Deeds Registries Act;
- 2.5.31. Transfer date: means the estimated date referred to in Clause 4 of the covering schedule;
- 2.5.32. VAT: means Value Added Tax payable in terms of the VAT Act, No 89 of 1991 and the applicable rate payable from time to time;
- 2.5.33. Website: means the website of the development available on the internet at the following website address: www.aandewijnlanden.co.za and www.rijksclose.co.za.

3. SALE

- 3.1. The Seller sells to the Purchase who hereby purchases the property and as will be finally described on the Subdivisional Plan, the Development Plan read with the Township Register, on the terms and conditions contained herein and in:
- 3.1.1. LUPO approval and the Constitution; and
- 3.1.3. all other annexures hereto.
- 3.2. The Purchaser hereby confirms that he has inspected the Property, or the Agent, made sufficient documentation available to positively identify the Property. The Purchaser agrees that the documentation made available represents a fair and adequate description of the Property and further acknowledges that the Property hereby transferred has been precisely described to him.
- 3.3. No warranties, save for those contained in this agreement, express or implied and specifically with regard to the intended purpose of the Property is given herewith.

4. PURCHASE PRICE

- 4.1 The Purchase Price shall be the total Purchase Price stated in the clause 3.4 of the Covering Schedule and is inclusive of VAT.
- 4.2 The Purchase Price payable by the Purchaser shall be paid by the Purchaser as follows:
- 4.2.1. A 10% deposit as specified in the Schedule, payable to the Attorneys in cash within 7 days after Signature date. The deposit will be held in trust by the Attorneys to be invested by them in terms of Section 78(2A) of the Attorneys Act, until the Transfer Date. The interest of the above will accrue to the Purchaser. The Attorneys will not be able to invest the deposit unless the Purchaser has furnished the Attorneys with:
- 4.2.1.1. All the FICA documentation and information required by the Attorneys to open an investment account, as may be applicable on the Purchaser and the Purchaser agrees to grant the Attorneys full co-operation and disclosure to comply with the FICA requirements and the Attorneys Act, which documentation must be supplied by the Purchaser to the Attorneys on or before the Signature Date, and
- 4.2.1.2. Payment confirmation which must clearly state the reference number, number of the property purchased and contact details of the Purchaser concerned. The Purchaser shall not be entitled to any interest on the Deposit until the documentation has been provided to the Attorneys and proof of receipt thereof was acknowledged by the Attorneys, and

4.2.2. The balance of the Purchase Price on registration of the transfer.

4.2.3. The Purchaser shall within 14 (Fourteen) days after fulfilment of the condition precedent referred to in Clause 7 of this Agreement, or, if this Agreement is not subject to the condition precedent referred to in Clause 7, within 30 (Thirty) days after the Signature Date, furnish the Attorneys with a guarantee in favour of the Attorneys for the balance of the Purchase Price, in favour of the Seller or a payee nominated by the Attorneys. The guarantee is to be issued by a bank in the form as prescribed by the Attorneys and must be payable against registration of transfer of the Property into the name of the Purchaser or as otherwise requested, or the Purchaser may elect to pay such amount in cash in which instance the amount must be paid to the Attorneys, which amount must be invested by them, subject to the terms and conditions provided for in Clause 4.2.1 above.

4.3. All or any payment to be effected hereunder shall be effected by the Purchaser to the Attorneys free of exchange at Cape Town and without deduction or set off.

5. **INTEREST**

In the event of:

- 5.1. the Purchaser failing and/or refusing timeously to deliver the bank guarantee in terms of 4.2.3 above; or
- 5.2. the Purchaser failing or refusing to sign all the transfer documents and to return same to the Conveyancers together with all other documents, resolutions and certificates required by the Conveyancers; and
- 5.3. the Purchaser failing to pay any monies due in terms of the Agreement; or
- 5.4. the Purchaser in any way delaying the transfer to the property,

then the Purchaser shall, in either event and without prejudice to any and all other rights or remedies of the Seller in terms of and/or arising from this agreement, pay interest at prime interest rate of Absa Bank plus 3% (three per centum) to the Seller on the balance of the Purchase Price calculated from the due date to the actual date of payment.

6. **VAT**

Except for the Total Purchase Price, or where expressly set out to the contrary, all other amounts payable by the Purchaser are described as excluding VAT and the Purchaser shall where applicable pay such amounts plus VAT calculated at the rate then applicable, to the Seller or any other party to whom such payment is due. Should there be an adjustment in the VAT rate. The Total Purchase price will be adjusted accordingly.

7. **CONDITION PRECEDENT – LOAN**

- 7.1. In the event of the Purchaser requiring bond finance for the acquisition of the Property, this agreement shall be subject to the condition precedent that the Purchaser is offered a loan by a recognized financial institution in the amount and by the date as specified in the Covering Schedule, on the institution's usual terms and conditions relating to such loans (which may include the signing of suretyships).
- 7.2. This condition shall be deemed to have been fulfilled upon the Purchaser obtaining an offer from a financial institution as contemplated for a loan as herein envisaged. Should the purchaser be unsuccessful in obtaining the finance, then the deposit and any interest accrued will be refunded to the Purchaser.
- 7.3. The Purchaser hereby authorizes the Seller or his agent to apply on behalf of the purchaser for a loan referred to in clause 7.1. and hereby irrevocably authorizes the Seller and or his Agent to make application on his behalf. The Purchaser acknowledges that the convenience of applications for loans in the development being submitted through the same channels justifies this condition.

- 7.4. The Purchaser hereby undertakes to use his best endeavors to ensure that the said loan is granted timeously and to sign and provide all such documents and to do all such things as may reasonably be necessary or required for purposes of obtaining the grant of the mortgage loan and, after the loan has been granted, registration of the mortgage bond. Should the Purchaser fail to sign and or provide all such documents and/or do all such things, any such failure shall be deemed to be a breach of a material term or condition of this agreement by the Purchaser.
- 7.5. The Purchaser acknowledges that is fully aware of the requirements of the banks with regard to the maximum loan which banks are prepared to grant on the basis of income and commitments of the borrower and the Purchaser hereby warrants that its income is sufficient in relation to its commitments to meet the requirements of the bank in this regard and having regard to the amount of the loan applied for.
- 7.6. It is a condition of this Agreement that in the event of the Purchaser's application for a loan being successful, the registration of the mortgage bond shall be effected and registered by the Attorneys unless agreed to otherwise in writing by the Seller. The Purchaser undertakes to procure that the financial institution from which the Purchaser obtains the loan instructs the Attorneys to attend to the registration of such bond. The Purchaser acknowledges that the convenience of the bond being registered by the same attorneys as will be attending to the transfer justifies the condition.
- 7.7. The Purchaser shall be liable for payment of all costs and incidental to the registration of the mortgage bond, including attorneys' fees and necessary disbursements, and any costs payable to the proposed mortgagee.

8. **TRANSFER**

- 8.1. Transfer will be given and taken forthwith after the Property is registerable on condition that the Purchaser shall have complied with all the terms and conditions hereof.
- 8.2. Transfer shall be effected by the Conveyancers as close as possible to the estimated transfer date, or as soon as is reasonably possible thereafter. The Purchaser agrees that any delays in registration of transfer shall not give rise to any rights by the purchaser to cancel this Agreement or to claim damages or otherwise and the sale shall continue to be of full force and effect notwithstanding any delay in registration of transfer.
- 8.3. Should the Purchaser fail to return on request any of the transfer or bond documents, duly signed and completed, together with all such other documents, resolutions and certificates as may be required by the Conveyancers for transfer or bond purposes the Purchaser will be in breach of this agreement in which event the Seller will be entitled, without prejudice to any and all other rights which the Seller may have in terms of this agreement, to act in terms of Clause 16 below.
- 8.4. The Purchaser hereby authorises the Seller or his agent to sign the Apportionment Agreement and the Declaration by Purchaser on behalf of the Purchaser.
- 8.5. The Purchaser shall on demand, sign all documents necessary to give effect to such transfer and cession and undertakes to deliver/furnish, on demand, to the Attorneys such documents/information as may be required to procure compliance with the provisions of the Financial Intelligence Centre Act arising from this transaction.
- 8.6. Without prejudice to any other rights it may have, the Seller shall be entitled to withhold transfer in the event of any monies being outstanding by the by the Purchaser whether in respect of the purchase price, costs, occupational rental, levies or any other amount due under this agreement.
- 8.7. All attorneys' fees relating to transfer costs only, including VAT of 15% (which may increase or decrease) thereon, relating to the registration thereof, are included in the Total Purchase Price.

9. **POSSESSION AND OCCUPATION**

- 9.1 Possession of the Property will be given to and taken by the Purchaser on the date of transfer from which date all the risk, profit and loss in respect of the Property shall pass to the Purchaser.
- 9.2 The Purchaser acknowledges that on the Transfer Date, construction of parts of the Development including the clubhouse and recreational facilities, roads and other infrastructure, pathways, etc may not yet have been completed. The Purchaser accordingly hereby acknowledges that he might be subjected to nuisance, noise and other inconvenience from whatsoever cause arising and howsoever arising. The Purchaser shall have no claim whatsoever against the Seller, nor shall the Purchaser be entitled to any reduction in the purchase price or interest thereon by reason of any such inconvenience and/or interruption. The Seller shall however use his best endeavours to procure that such inconvenience or interruption is kept to a minimum.
10. **RATES, TAXES, WATER, ELECTRICITY AND SERVICES**
- 10.1. The Purchaser shall on demand from the Conveyancers pay a pro rata share of all prepaid rates, taxes, water, electricity and services levied by the Local Authority in respect of the Property calculated from the date of possession.
- 10.2. The Purchaser shall be liable for all levies, rates and taxes, water and electricity consumed in respect of the Property from the Transfer Date.
- 10.3 In Terms of clause 7.13 of the Constitution of the Aan De Wijnlanden Home Owners Association, an Owner of the Property that has been transferred by the Seller to the Purchaser, will be liable for payment of 50%(Fifty) of the Levies or Special Levies as from date of registration of transfer of such land Unit or Section in favour of the Owner until date of occupation of the Dwelling or Section, by an Owner or any Occupant, in which instance and from which date such Owner will becomes liable for payment of 100% (Hundred) of the Levies and /or Special Levies payable by the Owner. Should occupation of the Dwelling or Section not take place 12 months after registration of transfer of such Land Unit or Section in favour of the Owner, then the Owner will be liable for payment of 75% (Hundred) of the Levies and or Special Levies and should occupation of the Dwelling or Section not take place 24 months after registration of transfer of such Land Unit or Section to the Owner then the Owner will be liable for 200% (Two Hundred) of the Levies or Special Levies.
11. **VOETSTOOTS PURCHASE:**
- 11.1. The Property is purchased voetstoots in terms hereof, subject to all conditions, restrictions and servitudes set out or referred to in the title deed thereof, including all conditions of establishment and/or conditions of subdivision and rezoning imposed by the Local Authority or any other competent authority, the service layout plan, landscaping design and building design guideline as designed by the Sellers professional team or contained in the Constitution.
- 11.2. The Seller shall not be liable for any defects, latent or otherwise, in the Property, nor for any damage occasioned to or suffered by the Purchaser or any other person by reason of such defects, if any, and the Seller gives no warranties expressed or implied as to patent or latent defects.
- 11.3. Neither the Seller nor its agent shall be obliged to indicate to the Purchaser or to locate the beacons or boundary pegs of the Property after the date hereof.
- 11.4. The Seller shall not be liable for any deficiency in the extent of the Property and shall not benefit by any excess in the extent thereof which may be revealed upon any re-survey of the Property after transfer.
- 11.5. The Purchaser's attention is drawn to the fact an industrial area is adjacent to the Development and the Lafarge Mining South Africa (Pty) LTD has a mining right over the properties adjacent to the development. Due to this mining rights, the members of ADWHOA can expect blasting operations to be carried out from time to time. It is also noted that dust and noise pollution may be experienced from the adjacent properties due

to the mining and crushers operation and activities thereon

12. **SPECIAL CONDITIONS:**

It is recorded that:

- 12.1. The Local Authority has stipulated as a condition of title that a Homeowners Association be established to own and maintain the common areas such as the gates and entrance area, equipment room, perimeter fence/wall, landscaping, private open spaces, amenities areas, internal roads which services the development, etc and furthermore to regulate the general conduct of matters of common interest to the owners of erven within the development and that each owner and his successor-in-title shall be obliged to become a member of such Homeowners Association. The Purchaser acknowledges and agrees that he has acquainted himself with the constitution of the ADWHOA.
- 12.2. The Seller will construct, erect and landscape inter alia internal roads, perimeter fence/wall, gates and access control points, amenities and private open space in the Development.
- 12.3. The Purchaser acknowledges that the services and structures referred to in clause 12.2 as well as the internal landscaping to be undertaken within the Development may not have been completed by the time that transfer of the property is tendered to the Purchaser or by the time that the dwelling to be constructed for the Purchaser on the property may have been completed.
- 12.4. The Property is sold subject to all conditions and servitudes pertaining thereto, imposed by any competent authority, the Local Authority, the Seller, any professional consultant of the Seller or in terms of LUPO. The Seller may in its sole discretion amend the lay-out of the Development, as indicated on the Phased Development Plan or Subdivisional Plan, or if so required by any competent authority, the Local Authority or in terms of LUPO.
- 12.5. The Purchaser hereby acknowledges that he has not been influenced into entering into this Agreement by any express or implied information, statement or representation given or made by or on behalf of the Seller, unless same is expressly and specifically recorded in this Agreement. The Purchaser hereby waives in favour of the Seller any rights whatsoever which he otherwise may have obtained against the Seller as result of any such information, statement or representation given or made by on behalf of the Seller which is not so expressly and specifically recorded. It is recorded that all artistic, architectural, photographic and in any way visual presentation material including but not limited to models, brochures and pamphlets and the show unit used by the Seller or the Estate Agent or the Sales Agent in the marketing and selling of the Property hereby purchased and sold, have been prepared and distributed as advertising material only; and that the Seller shall in no way be bound and the Purchaser shall have no claim in respect of any information state therein or impression conveyed thereby; and that no representation is thereby made by the Seller, and that the Parties shall be bound by the terms contained in this Agreement only.
- 12.6. Portions of the Development may be utilized by the Seller as a Show Village/house/office and shall not be liable for any charges. In this regard it is placed on record that the Seller will have a marketing office at the entrance to the Development which the Seller may use free of any charge/rent or the like until completion of the development.
- 12.7. The Purchaser acknowledges that he is aware that the view currently enjoyed and/or the projected view from the Property hereby sold, may be affected by the development of the Parent Property and/or the construction of any further buildings on the Land or any adjacent plot/development in the vicinity of the Property. The Purchaser accordingly acknowledges and agrees that the Purchaser shall have no claim or right of action whatsoever against the Seller arising from such impact on or impairment of the view from the Property, or any derogation from the value thereof, as a result of any such ongoing development or further buildings.

- 12.8. 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.
- 12.9. The Seller may do reasonable earthworks or land-filling on the Property.
- 12.10. The Purchaser declares that he is aware of the fact that the development will consist of various phases for which site development or subdivisional plans will be approved and that further development rights, have not as yet been approved and that the Purchaser hereby irrevocably consent to the development rights, any amendments to the current and future further site development plans to be approved and or development rights in respect thereof, as may be agreed between the Seller, in its sole discretion, and the Local Authority or imposed in terms of LUPO or any other relevant legislation. The Purchaser irrevocably waives its rights to object to the development rights or any amendment as provided for in this clause.
- 12.11. The Purchaser acknowledges that transfer may be subject to the registration of the servitudes which may affect the Property. Upon final determination of the servitudes the Purchaser shall consent to the registration of such specific servitudes. The whole of this clause is contingent on any such servitude not affecting the building constructed or to be constructed on the Property and falling within the building lines, as per the Subdivisional Plan.

13. **BUILDING ACTIVITIES AND PHASING OF SERVICES**

- 13.1. The Purchaser acknowledges that the building activities to be carried out on the properties forming part of the Development may result in the Purchaser suffering inconvenience due to, amongst other, dust, noise and other inconveniences associated with such building activities.
- 13.2. The Purchaser shall have no claims against the Seller arising from the building activities to be carried out on properties forming part of the Development.
- 13.3. The Purchaser further acknowledges that the Seller may elect to install the services to the Development in phases and should the Seller elect to do so, this will not give rise to any claims by the Purchaser against the Seller.

14. **CONSENTS AND WAIVERS ON BEHALF OF THE PROPERTY OWNERS ASSOCIATION**

- 14.1. The Purchaser acknowledges that until all the erven forming part of the Development have been developed, the Seller shall be entitled, as authorised agent of the Association, to approve all building plans on behalf of the said Association for new houses to be constructed on properties forming part of the Development.
- 14.2. The Purchaser further hereby authorises the Seller to sign, as agent of the Association any such waivers as may be required by the financial institutions who will register mortgage bonds over properties forming part of the Development.

15. **DEVELOPMENT CONFIGURATION**

The Seller reserves the right to change the development configuration and layout of the Development from that as is shown on the plan and any such changes shall not give rise to any claims by the Purchaser against the Seller for cancellation or otherwise provided that the property shall not be materially affected by any such changes.

16. **BREACH**

- 16.1. If either the Purchaser or the Seller ("the defaulting party"):
- 16.1.1. Fails to pay any amount due by that party and remain in default for more than 7 (Seven) days of being notified to pay by the other party ("the aggrieved party");

or

- 16.1.2. Commits any other breach of this Agreement and fails to remedy such breach within a reasonable time of being called upon by the aggrieved party in writing to do so;

The aggrieved party shall be entitled:

- 16.1.3. To cancel this Agreement and to claim damages, in which event, should the defaulting party be the Purchaser, the Seller shall be entitled:
- 16.1.3.1. to retain the deposit and accrued interest as pre-estimated damages, or
 - 16.1.3.2. to retain all monies paid by the Purchaser pending determination of the Seller's damages; or
 - 16.1.3.3. to claim immediate performance of the obligations of the defaulting party, without prejudice to any other rights or remedies, which it may have in law, including the right to claim damages
- 16.2. Should the Purchaser dispute the Seller's right to cancel this Agreement, then pending the determination of that dispute, the Purchaser shall be obliged to continue payment of all amounts payable by him 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.
- 16.3. The Purchaser shall have no claim in respect of variations or improvements to the Property

17. **CESSION**

- 17.1. The Seller shall be entitled to cede any of its rights and delegate any of its obligations in terms of this Agreement, and, to the extent that it may be necessary, the Purchaser consents thereto.
- 17.2. The Purchaser shall not, without the Seller's prior written consent, in the sole discretion of the Seller, be entitled to sell the property or in any way to part with beneficial ownership thereof or to advertise same for sale, prior to the registration of transfer of the property to the Purchaser and provided that the Building Agreement is ceded and accepted by the new Purchaser.
- 17.3. When granting any consent, the Seller shall be entitled to impose such reasonable conditions as it considers necessary in order to protect the interest of all the parties hereto and shall furthermore be entitled to stipulate that such disposal and/or alienation shall be effected through the Agent.

18. **INDULGENCES**

No indulgence, extension of time for any payment, latitude or concession, in respect of the performance of any obligation hereunder, made, granted or allowed by the Seller to the Purchaser at any time shall under any circumstances be deemed to be a waiver by the Seller of any of its rights against the Purchaser arising herefrom, or to be a novation of any such obligation, or to create a precedent, and shall not in any way affect, diminish or prejudice any of the Seller's rights against the Purchaser or any surety for the Purchaser in terms hereof, and the Seller shall be entitled at any time to demand strict and punctual fulfilment of all the Purchaser's and such surety's obligations hereunder, despite any such indulgence, extension, latitude or concession.

19. **DOMICILIA CITANDI ET EXECUTANDI AND NOTICES**

- 19.1. The parties hereby choose their respective business/residential addresses as mentioned

in the Schedule for all purposes of this agreement and, without limiting the generality of the foregoing, as their respective business/residential addresses where any notice to be given to a party in terms of the provisions hereof, may be given and at which addresses any legal process may be served.

- 19.2. Any notice sent by prepaid registered post shall be presumed, until the contrary is proved, to have been received by or communicated to such other party on the fifth (5th) day after the date of posting or transmitting thereof. Any notice delivered by hand to the business/residential address or transmitted by telefax during normal business hours of a party referred to in 16.1 above shall be presumed, until the contrary is proved, to have been received or communicated to such party on the date of delivery thereof.

20. CAPACITY OF PURCHASER

- 20.1. In the event that a Company or Close Corporation or Trust or other legal person is the Purchaser, the person who signs this agreement on behalf of such Company or Close Corporation or Trust or other legal person by his signature hereto interposes and binds himself in favour of the Seller as surety for and co-principal debtor in solidum with such Company or Close Corporation or Trustees of a Trust or other legal person for the due and timeous performance by it of all its obligations as Purchaser in terms of this agreement and furthermore by his signature hereto indemnifies the Seller against any damages that it may suffer as a result of the breach of any of the terms of this agreement by such Company or Close Corporation or Trustees of a Trust or other legal person.
- 20.2. The person who signs this agreement also hereby renounces all benefits arising from the legal exceptions, non causa debiti, errore calculi, revision of accounts, no value received, de duobus vel pluribus reis debendi, beneficia excussionis et divisionis or any other exceptions which might legally be taken by him against any claims made against him in his capacity as a surety and co-principal debtor as aforesaid, with the force and meaning whereof the said person declares himself to be fully acquainted.

21. JOINT PURCHASERS

Should this agreement be signed by more than one person as Purchaser, they shall be liable jointly and severally to the Seller for the due fulfilment of all the Purchaser's obligations hereunder.

22. ENTIRE AGREEMENT

- 22.1. This agreement constitutes the entire contract between the parties. Neither party shall be liable to the other for any other terms, conditions, promises or statements, warranties or representations of any nature, express or implied, made by any person whomsoever, whether or not he purported to act on behalf of any party, save as are recorded herein.
- 22.2. No alterations, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all parties to this Agreement of their duly authorised representatives.

23. SUSPENSIVE CONDITIONS:

This Agreement is subject to the conditions precedent that the Purchaser, simultaneously with signature of this Agreement entering into a building agreement. The Seller may appoint an independent contractor and approve the building agreement or cede the Building agreement to a contractor. The independent contractor will construct a dwelling house and outbuildings on the property substantially in accordance with the proposed plans for the Development, approved building plan, ADWHOA's constitution and Architectural Design Guidelines.

24. NATIONAL CREDIT ACT

- 24.1. In the event this Agreement is subject to the National Credit Act 34 of 2005, the Purchaser undertakes that:

- 24.1.1. Once the mortgage bond is approved and the pre-arrangement statement and quotation is accepted, the Purchaser shall not do anything that may cause the Purchaser to become over-indebted in terms of the National Credit Act or cause the bank to withdraw the bond approval.
- 24.1.2. The Purchaser shall not do anything between the date of acceptance of the pre-agreement statement and quotation and registration of the mortgage bond which may cause the Purchaser's financial situation to deteriorate.
- 24.1.3. At any time of signature of this Agreement, the Purchaser is not –
- 24.1.3.1. Over-indebted and/or
- 24.1.3.2. Subject to debt review and/or
- 24.1.3.3. Subject to an administration order.
- 24.2. The Purchaser does not and will not be, on the Signature Date and until the Transfer Date, in default of any income or other tax law obligations to the South African Revenue Services which will serve to delay the obtaining of transfer duty receipts or exemption certificates from the South African Revenue Services or not do anything that will or can cause such a delay.

25. HOMEOWNERS ASSOCIATION

- 25.1. The Purchaser will become a member of the ADWHOA as from the Transfer Date and become obliged to comply with all the obligations imposed upon him by the Constitution and the Conduct Rules, including the payment of Levies.
- 25.2. The ADWHOA has been established for the benefit of all owners of erven or units within the Development as provided for in the Constitution and the Estate Rules.
- 25.3. The Seller shall, on the Transfer Date, register a title deed condition against the Property, in terms of which the Property shall not be transferred without the written consent of ADWHOA.
- 25.4. Certain erven will be subject to a servitude right of way registered in favour of the ADWHOA for security patrol and maintenance access to perimeter fence.
- 25.5. Any buildings erected on the Property (including any improvements or alterations thereto) shall be subject to the written approval thereof by the ARC, ADWHOA and the Local Authority before commencement of any relating construction work.
- 25.6. The Purchaser acknowledges and agrees that he may not alienate or pass transfer of the property unless he obtains a Clearance Certificate from the Association (against payment of such fee as the Association may charge) that all amounts owing by the Purchaser to the Association have been paid or satisfactorily secured and that the Purchaser has complied with all his obligations in terms of the Association's Constitution and the Estate Rules. The Purchaser acknowledges and agrees that he shall not be entitled to the consent and such Clearance Certificate as may be required for purpose of transfer unless he has complied with all such obligations as aforementioned.
- 25.7. It is an express and material term of this agreement that the Purchaser shall not be entitled in any manner to alienate his property unless:
- 25.6.1. the provisions as provided for in clause 25 have been complied with;
- 25.6.2. the proposed alienee has bound himself to the satisfaction of the Association to become a member of the Association upon transfer of the property to him and that upon registration of the transfer of the property into the name of the alienee, the alienee shall automatically become a member of the Association;
- 25.6.3. the alienee has acknowledged in writing being aware of, and agreeing to be bound by, the provisions of this clause 25;

26. LEVIES

- 26.1. After the Transfer Date, the Purchaser shall be liable to pay the Levies to the ADWHOA.
- 26.2. It is estimated that the Levy payable in terms of Clause 26.1. will approximately be equal to the amount described in Clause 5 of the Covering Schedule but can be adjusted as further phases in the Development are registered.
- 26.3. The Levies will be payable monthly in advance on the 1st day of the month, save for the first month after the Transfer Date, in which instance the Purchaser will pay for 2 (Two) months in advance.
- 26.4. All Levies will be paid directly to ADWHOA except that the transferring attorney may levy the first two months on behalf of the ADWHOA if not formed yet.
- 26.5. The Purchaser acknowledges that part of the levy will inter alia be the cost to maintain the conservation areas in the development according to the conditions impose by the Local Authority, the maintenance of water pumps and other costs imposed by the Local Authority with regard to the underpass bridge as well as maintenance of the fibre infrastructure installed.

27. **COMMISSION**

The Purchaser hereby confirms that the Agent as referred to in the Schedule is the only Agent who brought the property under the attention of the Purchaser and who introduced him/her to the Seller and indemnifies the Seller against any claim or action for the due payment of commission by any other agent. The Purchase Price includes commission and will be payable by the Seller against registration of transfer of the property.

28. **ACKNOWLEDGEMENTS AND OBLIGATIONS**

- 28.1. It is the responsibility of the Purchaser to acquaint himself with the contents, terms, conditions, stipulations and obligations contained in the Constitution, and any environmental plan imposed by the authorities.
- 28.2. The Purchaser is aware of the fact that all service providers appointed by the Seller, must be utilised by the Purchaser or the ADWHOA.
- 28.3. The Purchaser is aware of the limitation on the appointment and utilisation of Estate Agencies and the accreditation procedure and requirements in respect of such Agencies as per the Constitution.
- 28.4. The Purchaser must use the prescribed agreement of sale and building agreement and appoint the Transferring Attorneys to attend to the transfer of the Property in the instance of the Purchaser selling the Property before the completion date.
- 28.5. It will be a stipulation in the Constitution that during the development period the Seller shall inter alia:
 - 28.5.1. not be liable for levies on any unsold erven/units or during construction of any dwelling;
 - 28.5.2. not be required to comply with or submit plans to the ARC and ADWHOA but shall approve plans submitted on behalf of the ARC and ADWHOA;
 - 28.5.3. be entitled to market the development on the Parent Property, erect marketing material, show houses during the week and weekends,
 - 28.5.4. Issue clearance certificate and not be liable for the cost thereof;
 - 28.5.5. Be entitled to nominate and appoint trustees to the ADWHOA and have majority voting rights;
 - 28.5.6. Appoint a managing agent to administer, control and manage the common property.

- 28.6. The Purchaser acknowledges that he is aware of the powerlines which is to the north of the Land and applicable in future phases of the development and accepts full responsibility for any damages that the Purchaser or any member of his household or any visitor may suffer as a result of ignorance and/or neglect to obey the warning signs displayed by the Seller in close proximity to the powerlines. The Purchaser hereby irrevocably indemnifies the Seller and the ADWHOA against any claims or damages that any of them might suffer as a result of non-compliance of this obligation by the Purchaser.
- 28.7. The Purchaser is aware of the fact that an Environmental Officer might be employed and be present on the Parent Property during the Development Period.
- 28.8. The Purchaser accepts the gradient and contours on the Property as per the grid line cut across the Property, prepared by the Engineers appointed by the Seller
- 28.9. The Purchaser is liable for the payment of the following costs, fees, expenses or levies, in addition to any other costs, fees expenses or levies provided for in this Agreement and pertaining to the Property:
- 28.9.1 Water connection fees, consumption and sewer payable to the Local Authority,
- 28.9.2 The costs of preparing detailed building plans as well as the cost of obtaining ARC approval and Local Authority approval of any plans, including all scrutiny fees, NHBRC FEES, etc;
- 28.9.3 All electrical fees and levies, including the electrical connection fees,
- 28.9.4 All other connection fees payable to the Local Authority or any other relevant authority.
- 28.10. It is recorded that the Local Authority (Rates Department) must apportion the rates and taxes paid by the Seller. It is the responsibility of the Purchaser to notify the Local Authority of the Transfer Date and to ensure that he receives the correct accounts from the Local Authority as from the Transfer Date, including any amount refundable by the Local Authority.
- 28.11. It is further anticipated that certain services, including the provision of water and electricity may be supplied by the ADWHOA or metered by a supplier appointed by the ADWHOA and the Purchaser undertakes to make payment to the ADWHOA or the appointed supplier, of its charges in respect of the metered consumption of such services, in accordance with the Constitution.
- 28.12. Should, for whatever reason, the Seller, in his sole and unfettered discretion, make the decision not to proceed with any phase of the development of the property or Parent property, the Seller will be entitled to cancel the agreement by means of giving written notice thereof to the Purchaser on or before registration of the transfer. The parties will then be placed in their respective position before the conclusion of this agreement and save for the obligation of the Seller to repay any amounts paid in respect hereof to the Purchaser together with accrued interest (if applicable) the parties will have no further claims against each other arising from both the conclusion of this agreement or the cancellation thereof in terms of this clause.

29. **IRREVOCABLE OFFER**

This Agreement constitutes an offer by the Purchaser to purchase the Property which is irrevocable for a period of 45 (forty-five) days from the date of signature hereof by the Purchaser, and which shall upon signature hereof by the seller, constitute a concluded sale Agreement.

30. **CONSUMER PROTECTION ACT**

Should the Consumer Protection Act apply to this Agreement:

- 30.1 The Purchaser confirms that this sale did not come about as a result of direct marketing

S.G. NO. 2218 /2019
SHEET 1 OF 3 SHEETS

APPROVED
[Signature]
for SURVEYOR-GENERAL
11.11.2019

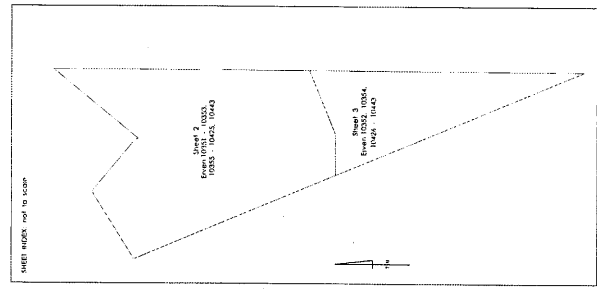
APPROVED IN TERMS OF SECTION 25 OF
REG. CODE NO. 70180974
Date: 11.12.2019

NOT TO BE
NOT APPLICABLE



EERSTIE RIVER ALLOTMENT AREA)
GENERAL PLAN NO. 2218/20149
of
Subdivisions of Erf 10350 Eerste River
Vide Diagram No. 2216 /2019 D.T. No.
and compiling 93 erven numbered 10351 to 10443.

Situate in the City of Cape Town
Administrative District of Stellenbosch
Province Western Cape



NO	AMENDMENT	ENDORSEMENTS		IND.	DATE
		ADDITION	AUTHORITY		

SURVEYOR-GENERAL'S OFFICE NOTES

SC/FILE REF: STEL 693 V.1
S.F. NO. E. 144 /2019
COMPILED IN ACCORDANCE WITH
L.P. (ORDINANCE) ANNEX 2 (14/11/20)

SYSTEM	MAIN FIGURE C. AREA X W.C. 1/1'	COORDINATES	AREA		ERVEN PLACED VIDE LR
			ERVEN NUMBERED	ERVEN AREA	
A	0.00	24257.45	27470.21	0.00	10351
B	0.00	24257.45	27470.21	0.00	10352
C	0.00	24257.45	27470.21	0.00	10353
D	0.00	24257.45	27470.21	0.00	10354
E	0.00	24257.45	27470.21	0.00	10355
F	0.00	24257.45	27470.21	0.00	10356
G	0.00	24257.45	27470.21	0.00	10357
H	0.00	24257.45	27470.21	0.00	10358
I	0.00	24257.45	27470.21	0.00	10359
J	0.00	24257.45	27470.21	0.00	10360
K	0.00	24257.45	27470.21	0.00	10361
L	0.00	24257.45	27470.21	0.00	10362
M	0.00	24257.45	27470.21	0.00	10363
N	0.00	24257.45	27470.21	0.00	10364
O	0.00	24257.45	27470.21	0.00	10365
P	0.00	24257.45	27470.21	0.00	10366
Q	0.00	24257.45	27470.21	0.00	10367
R	0.00	24257.45	27470.21	0.00	10368
S	0.00	24257.45	27470.21	0.00	10369
T	0.00	24257.45	27470.21	0.00	10370
U	0.00	24257.45	27470.21	0.00	10371
V	0.00	24257.45	27470.21	0.00	10372
W	0.00	24257.45	27470.21	0.00	10373
X	0.00	24257.45	27470.21	0.00	10374
Y	0.00	24257.45	27470.21	0.00	10375
Z	0.00	24257.45	27470.21	0.00	10376
AA	0.00	24257.45	27470.21	0.00	10377
AB	0.00	24257.45	27470.21	0.00	10378
AC	0.00	24257.45	27470.21	0.00	10379
AD	0.00	24257.45	27470.21	0.00	10380
AE	0.00	24257.45	27470.21	0.00	10381
AF	0.00	24257.45	27470.21	0.00	10382
AG	0.00	24257.45	27470.21	0.00	10383
AH	0.00	24257.45	27470.21	0.00	10384
AI	0.00	24257.45	27470.21	0.00	10385
AJ	0.00	24257.45	27470.21	0.00	10386
AK	0.00	24257.45	27470.21	0.00	10387
AL	0.00	24257.45	27470.21	0.00	10388
AM	0.00	24257.45	27470.21	0.00	10389
AN	0.00	24257.45	27470.21	0.00	10390
AO	0.00	24257.45	27470.21	0.00	10391
AP	0.00	24257.45	27470.21	0.00	10392
AQ	0.00	24257.45	27470.21	0.00	10393
AR	0.00	24257.45	27470.21	0.00	10394
AS	0.00	24257.45	27470.21	0.00	10395
AT	0.00	24257.45	27470.21	0.00	10396
AU	0.00	24257.45	27470.21	0.00	10397
AV	0.00	24257.45	27470.21	0.00	10398
AW	0.00	24257.45	27470.21	0.00	10399
AX	0.00	24257.45	27470.21	0.00	10400
AY	0.00	24257.45	27470.21	0.00	10401
AZ	0.00	24257.45	27470.21	0.00	10402
BA	0.00	24257.45	27470.21	0.00	10403
BB	0.00	24257.45	27470.21	0.00	10404
BC	0.00	24257.45	27470.21	0.00	10405
BD	0.00	24257.45	27470.21	0.00	10406
BE	0.00	24257.45	27470.21	0.00	10407
BF	0.00	24257.45	27470.21	0.00	10408
BG	0.00	24257.45	27470.21	0.00	10409
BH	0.00	24257.45	27470.21	0.00	10410
BI	0.00	24257.45	27470.21	0.00	10411
BJ	0.00	24257.45	27470.21	0.00	10412
BK	0.00	24257.45	27470.21	0.00	10413
BL	0.00	24257.45	27470.21	0.00	10414
BM	0.00	24257.45	27470.21	0.00	10415
BN	0.00	24257.45	27470.21	0.00	10416
BO	0.00	24257.45	27470.21	0.00	10417
BP	0.00	24257.45	27470.21	0.00	10418
BQ	0.00	24257.45	27470.21	0.00	10419
BR	0.00	24257.45	27470.21	0.00	10420
BS	0.00	24257.45	27470.21	0.00	10421
BT	0.00	24257.45	27470.21	0.00	10422
BU	0.00	24257.45	27470.21	0.00	10423
BV	0.00	24257.45	27470.21	0.00	10424
BW	0.00	24257.45	27470.21	0.00	10425
BX	0.00	24257.45	27470.21	0.00	10426
BY	0.00	24257.45	27470.21	0.00	10427
BZ	0.00	24257.45	27470.21	0.00	10428
CA	0.00	24257.45	27470.21	0.00	10429
CB	0.00	24257.45	27470.21	0.00	10430
CC	0.00	24257.45	27470.21	0.00	10431
CD	0.00	24257.45	27470.21	0.00	10432
CE	0.00	24257.45	27470.21	0.00	10433
CF	0.00	24257.45	27470.21	0.00	10434
CG	0.00	24257.45	27470.21	0.00	10435
CH	0.00	24257.45	27470.21	0.00	10436
CI	0.00	24257.45	27470.21	0.00	10437
CJ	0.00	24257.45	27470.21	0.00	10438
CK	0.00	24257.45	27470.21	0.00	10439
CL	0.00	24257.45	27470.21	0.00	10440
CM	0.00	24257.45	27470.21	0.00	10441
CN	0.00	24257.45	27470.21	0.00	10442
CO	0.00	24257.45	27470.21	0.00	10443

REASON DESCRIPTIONS: MAIN FIGURE
A.C.O.F.E. IND. 1 Form 1001 ppg

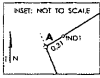
Surveyed in October 2019
by me
[Signature]
M.A. CLARK (1/5 1977)
EERSTERIVIER SURVEYOR

(EERSTE RIVER ALLOTMENT AREA)
GENERAL PLAN NO. 2218/2019
of
Subdivisions of Erf 10350 Eerste River

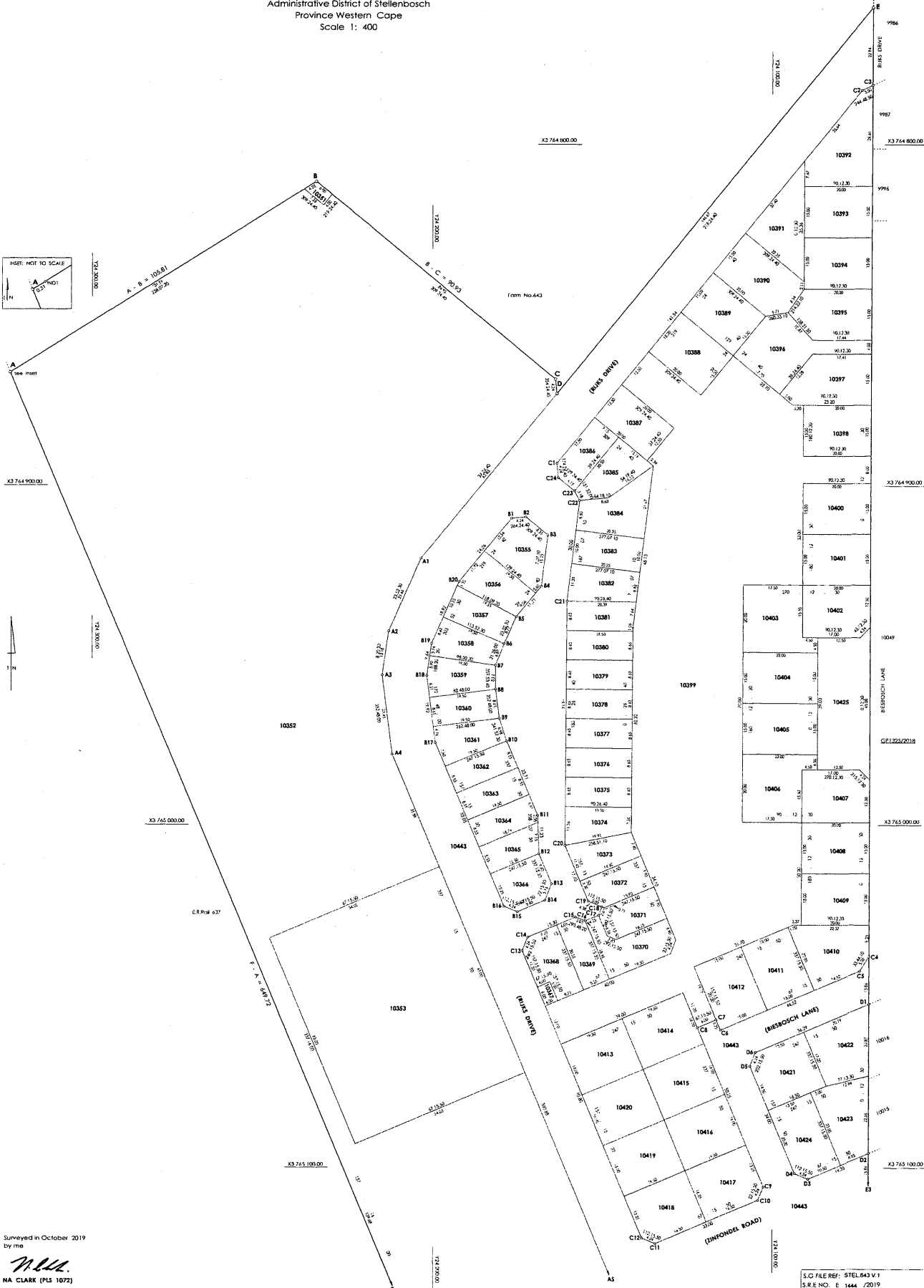
Situate in the City of Cape Town
Administrative District of Stellenbosch
Province Western Cape
Scale 1: 400

CDR

S.G. NO. 2218 /2019
SHEET 2 OF 3 SHEETS
APPROVED
Stodeler
for SURVEYOR-GENERAL
11.11.2019



Surveyed in October 2019
by me
M. Clark
NA CLARK (PLS 1072)
Professional Land Surveyor



SHEET 3 JOINS HERE

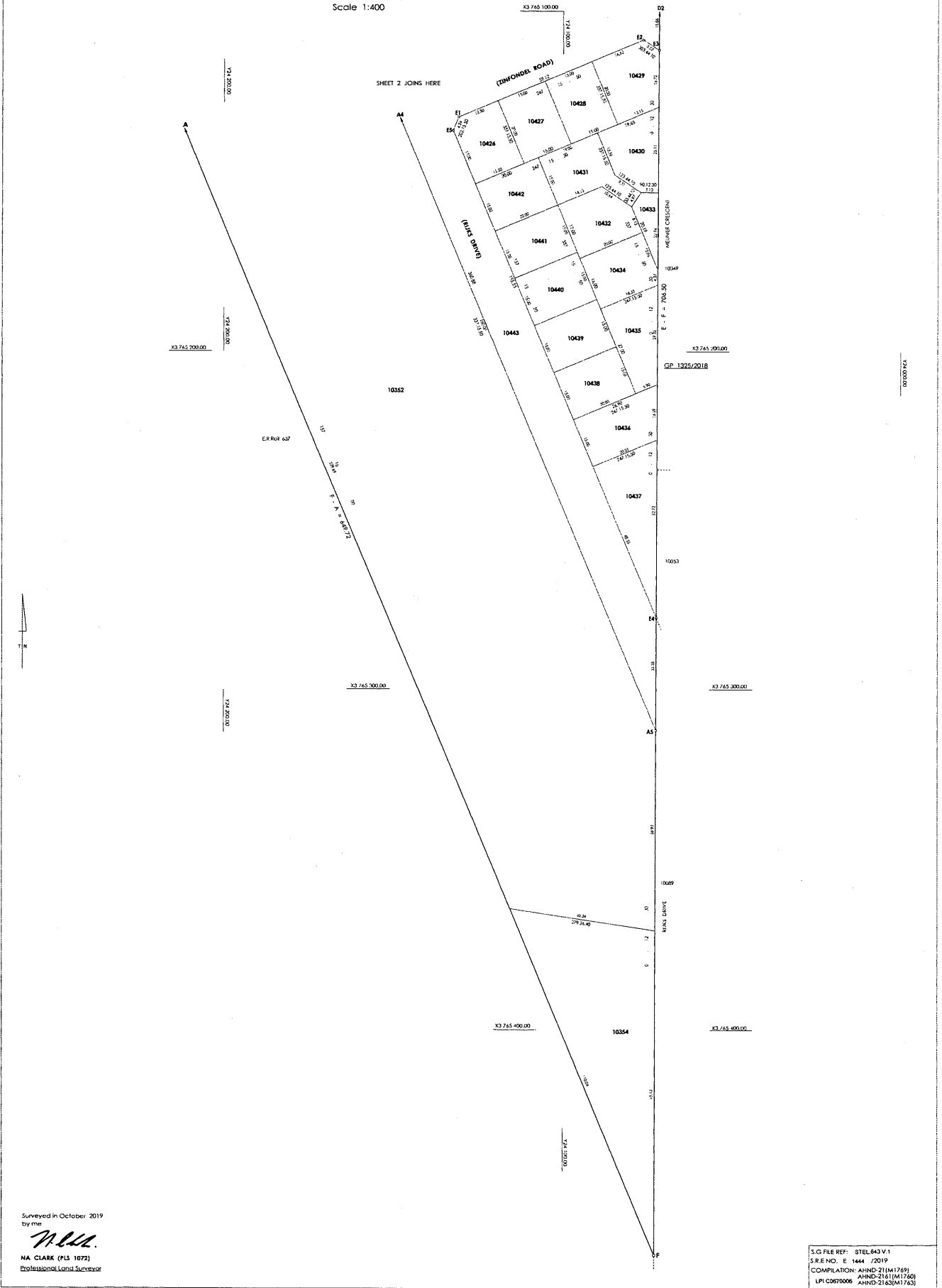
S.C FILE REF: STEL643 V.1
S.R.E NO. E 1444 /2019
COMPLETION: AHND-21(M1769)
AHND-216(M1760)
LPI C0670006 AHND-216(M1763)

(EERSTE RIVER ALLOTMENT AREA)
GENERAL PLAN NO. 2218/2019
 of
Subdivisions of Erf 10350 Eerste River

Situate in the City of Cape Town
 Administrative District of Stellenbosch
 Province Western Cape
 Scale 1:400

CDR

S.G. NO. 2218 /2019
SHEET 3 OF 3 SHEETS
APPROVED <i>zhadeb</i>
for SURVEYOR-GENERAL 11.11.2019



Surveyed in October, 2019
 by me:
NA Clark
 NA CLARK (PLS 1072)
 Professional Land Surveyor

S.G. FILE REF: STEL-643 V.1
 S.R.E. NO. E 1444 /2019
 COMPILED BY: AHND-21(M1769)
 LPI: C0670006 AHND-21(M1760)
 AHND-21(M1763)

INSTRUCTION TO INVEST TRUST MONEYS

(In respect of a conveyancing transaction)

Section 78(2A) of the Attorneys Act, 1979 (Act No 53 of 1979)

To: **DE KLERK & VAN GEND**
Attorneys, Notaries & Conveyancers
CAPE TOWN

TRANSFER FROM: PURPLE PLUM PROPERTIES 82 PROPRIETARY LIMITED

TO: _____

OF: ERF _____, EERSTE RIVER

I, the undersigned,

being the Transferee/s in the abovementioned transaction, hereby confirm my/our instructions to DE KLERK & VAN GEND to invest with ABSA BANK all funds paid to DE KLERK & VAN GEND by me/us on account of the purchase price, on the basis that:

1. the amount is invested in a trust savings account or other interest-bearing account;
2. the account contains a reference to Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014)];
3. In terms of section 86(5) of the Legal Practice Act No. 28 of 2014, 5% of the interest which accrues on such investment must be paid over to the Legal Practitioners Fidelity Fund and vests in the Fund;
4. the interest which accrues on such investment is to be for the company/close corporation/my benefit and is to be paid to me/us/it into the bank account indicated in the attached Personal Information document, after deducting your professional fee and costs for administering the investment, as soon as possible after the date of registration of the above-mentioned transaction;
5. the capital amount invested is to be paid in accordance with the transferor's instructions on the date of registration of transfer.
6. I am aware of the fact that while the funds are so invested with the said bank, the funds are not protected against a possible liquidation of the said bank.

PURCHASER/S

DATE

NOTE: No money will be invested in an interest-bearing trust account until this investment mandate has been furnished together and the Purchaser has complied with the provisions of the Financial Intelligence Centres Act (FICA).