

**SALE OF FIXED PROPERTY**

**RHEEBOK VILLAGE ESTATE PTY LTD**

Registration Number: 2012/103799/07

Herein represented by FS Bruwer

(hereinafter referred to as "the Seller")

The Purchaser offers to purchase the Property as described in the Schedule at the price indicated in the Schedule in terms of the Conditions attached.

**PART A**

**A. The PURCHASER**

Full Name(s)	
ID Number(s)	
Marital Status	
Physical Address	
Postal Address	
Phone (H)	
Phone (B)	
E-Mail	
Cell Phone	
Income Tax Registration No	

Hereinafter referred to as "the Purchaser")

**B. DESCRIPTION OF THE PROPERTY**

Erf No.	
Extent	
Municipality	<b>MOSSELBAY</b>

Hereinafter referred to as "the Property")

**C. PURCHASE PRICE AND PAYMENT THEREOF**

Vacant Land (Erf)	R	(VAT Included)
Building Price	R	
Additional Extras	R	
Total	R	
Amount of Deposit	R	

**D. BOND FOR PURCHASE PRICE AND BUILDING AGREEMENT  
(INDICATE IF REQUIRED)**

**SUSPENSIVE CONDITION:      YES                              NO**

Amount required (Erf + Contract price)	R
Date by which bond must be granted	21 days from signature date

**E. THE SELLER**

Full Name	<b>Rheebok Village Estate Pty Ltd</b>
Address	<b>c/o Bruwer &amp; Reynolds Attorneys 8 Millwood Building, c/o York &amp; Victoria Streets George</b>
Phone	<b>+27 44 873 3539</b>
E-Mail	<a href="mailto:scholtz@brlawsa.co.za"><b>scholtz@brlawsa.co.za</b></a>

**F. THE CONVEYANCER**

Firm	Bruwer & Reynolds Attorneys
Conveyancer	Francois Scholtz Bruwer
Telephone No.	044-873 3539
E-mail	scholtz@brlawsa.co.za

**G. THE SELLING AGENT**

Name of Agency	
Name of Agent	
Phone	
Fax / E-mail	
Commission	R (VAT included)

## PART B

### 1 INTERPRETATION

- 1.1 In this agreement, unless inconsistent with or otherwise indicated by the context –
- 1.1.1 **"the building contract"** means the building contract referred to in clause 7 of this Part B to be concluded between the Purchaser and Rheeboek Village Estate (Pty) Ltd, Registration No 2012/103799/07 in respect of the improvements to be erected on the property;
- 1.1.2 **"the deposit"** means the amount referred to in paragraph C of Part A;
- 1.1.3 **"the occupation date"** means the date as tendered to the PURCHASER or such date as certified by the Architect that the Unit is completed.
- 1.1.4 **"the parties"** means the parties to this agreement;
- 1.1.5 **"the property"** means the property referred to in paragraph B of Part A;
- 1.1.6 **"prime rate"** means the rate of interest per annum which is equal to Absa Bank Limited published minimum lending rate of interest per annum plus two per centum thereon.
- 1.1.7 **"the purchase price"** means the amount referred to in paragraph C of Part A;
- 1.1.8 **"the purchaser"** means the purchaser described in paragraph A of Part A;
- 1.1.9 **"the seller"** means RHEEBOK VILLAGE ESTATE PTY LTD, registration number 2012/103799/07
- 1.1.10 **"the signature date"** means the date on which this agreement is signed by the party signing last in time;
- 1.1.11 **"the transfer attorneys"** means **Bruwer Reynolds Attorneys**
- 1.1.12 **"anticipated date of completion"** 4 months after date of approval of building plan
- 1.1.13 **"this agreement"** means the agreement set herein as well as annexures hereto
- 1.1.14 **"architect"** means : Van Heerden & Van Der Merwe
- 1.1.15 **"home owners association"** means The Home Owners Association of Rheeboek Village Estate
- 1.1.16 **"NHBRC"** means the National Home Builders Registration Council
- 1.1.17 **"the levy"** means the contribution to be determined by the **HOME OWNERS ASSOCIATION**.
- 1.1.18 **"Ordinance"**: means the Land Use Planning Ordinance 15 of 1985 (Western Cape)
- 1.1.19 **"the Municipality"** means the Mossel Bay Municipality.
- 1.1.20 **"the Consumer Protection Act"**: means the Consumer Protection in Act 68 of 2008 (CPA)
- 1.1.21 **"Rheeboek Village Estate"**: means the development situate at Rheeboek Village Estate, Tergniet

- 1.1.22 **“Rheebok Village Estate Stabilisation Levy Fund”** A Fund to be established and to be managed by the Home Owners Association for the general maintenance and upkeep of the common property to support the Owners payments of levies and more specifically minimizing special levies which might be needed.
- 1.1.23 **“Conservation Area / Private Space Trust Fund”** means A Fund to be established and to be managed by the Home Owners Association for the general maintenance and upkeep of the Open Private Space / Conservation Area.
- 1.2 Unless the context indicates otherwise –
- 1.2.1 any reference to the singular includes the plural and vice versa;
- 1.2.2 reference to natural persons includes legal persons and vice versa;
- 1.2.3 any reference to gender includes the other genders;
- 1.3 In this agreement –
- 1.3.1 if figures are referred to in numerals and words, the words shall prevail in the event of any conflict between the two.
- 1.3.2 The clause headings in this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.3.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the agreement, notwithstanding that it is only contained in the interpretation clause.
- 1.5 If any period is referred to in this agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the day shall be the next succeeding business day.
- 1.6 APPLICATION OF THE CONSUMER PROTECTION ACT (CPA)**
- 1.6.1 The parties hereby record that the provisions of the CPA find application in respect of this Agreement.
- 1.6.2 The property sold in terms of this Agreement came into existence pursuant to the Development Approvals;
- 1.6.3 The Environmental Authorisation and Planning Approvals were granted by the competent authorities with jurisdiction subject to various statutory conditions. The property is sold to the Purchaser subject to the Conditions of Approval;
- 1.6.4 Incidental to the Planning Approvals granted by the Municipality, were statutory conditions relating to the approval of the constitution of the Association.
- 1.6.5 The Purchaser furthermore records that he/she/it has been granted an opportunity by the Seller to have a free consultation with the Conveyancer with the view on clarifying any uncertainty regarding the terms and conditions of this Agreement as well as any and all of the approvals referred to in this Agreement, the constitution of the Association, and the Title Deed of the Parent Property;

## 2 PURCHASE PRICE AND PAYMENT

- 2.1 The contract sum is inclusive of value added tax.
- 2.1.1 The purchaser shall on the signature date deposit with the transfer attorneys the deposit as set out hereinabove, which amount shall be invested in an interest bearing account.
- 2.2 The balance of the purchase price of the property shall be payable in cash against registration of transfer of the property, or at such time to be agreed upon, in the name of the purchaser, payment of which amount shall be secured by a bank guarantee acceptable to the seller delivered to the transfer attorneys within **14 (fourteen)** days of fulfilment of the suspensive condition referred to in clause 21.1, if applicable, or not later than **14 (fourteen)** days after the signature date, whichever shall be the later.
- 2.3 Should registration of transfer be delayed by the purchaser, the contract sum shall bear interest during the period of such delay at prime rate plus **2% (two percent)** , which amount shall be payable on the occupation date.

## 3 OCCUPATION

- 3.1 The purchaser shall take occupation of the property on date of completion of the dwelling.. Provided that such occupation shall not interfere with the execution of the building contract and subject furthermore to the provisions of clause 8 of the building contract.
- 3.2 The purchaser acknowledges that the property is situated in a development where building work will be carried out. The purchaser shall not have any claim for damages arising out of or in connection with any such building operations or any noise, nuisance or inconvenience it may cause: Provided that the seller shall take reasonable steps to give the purchaser access to the property during such construction period.

## 4 RISK AND BENEFIT

- 4.1 All risk in and benefit to the property shall, notwithstanding the date of signature of this agreement, pass to the purchaser on the occupation date.
- 4.2 As from the occupation date the purchaser shall be liable for and pay all expenses, local authority rates and taxes in connection with the property, and the purchaser shall pay to the seller on demand any such amounts which the seller has paid or pays in respect of the property for any period after the occupation date.

## 5 VOETSTOOTS

Subject to the provisions contained in the building contract the property is sold "voetstoots".

## 6. RESTRICTIVE CONDITIONS

- 6.1 The Property is sold subject to all the conditions referred to in the current or prior title deeds of the Property
- 6.2 The zoning of the Property is that of Residential Zone I in terms of the Scheme Regulations promulgated under Section 8 of the Ordinance as published under PN 1048 of 5 December 1988, as amended.
- 6.3. The Purchaser hereby records that the property is purchased subject to restrictive conditions, which include:
- 6.3.1 The Property is purchased subject to any conditions imposed by any competent authority with jurisdiction at the rezoning and subdivision of the parent property;

6.3.2 The Property is sold to the Purchaser as an unimproved property, in respect of which only the incidental infrastructure services is installed as required by the planning approvals and the services agreement entered into between the Seller and the Municipality;

6.3.3 The Purchaser therefore agrees to accept transfer of the Property in the condition as inspected by the Purchaser;

6.4 The Purchaser furthermore declares as follows:

6.4.1 that the Purchaser understands the contents, purport, importance and effect of this Agreement.

6.4.2 that the Contract Sum is not unfair, unreasonable or unjust.

6.4.3 that the terms and conditions of this Agreement are not unfair, unreasonable or unjust.

6.4.4 That neither the Seller nor any person on his behalf demanded from the Purchaser to waive any rights, assume any obligation or waive any liability of the Seller on terms that are unfair, unreasonable or unjust.

6.4.5 that no unfair, unreasonable or unjust terms were imposed upon the Purchaser as a condition of entering into this Agreement.

## 7. BUILDING CONTRACT

7.1 This agreement is subject thereto that the purchaser simultaneously herewith concludes a building contract with Rheebock Village Estate Pty Ltd which company will erect a residential dwelling as more fully set out on **Annexure B** attached hereto.

7.2 Should this agreement be cancelled by the seller, the building contract will simultaneously be cancelled therewith.

## 8. TRANSFER

8.1 Registration of transfer of the property into the name of the purchaser shall be effected by the transfer attorneys, as soon as may be possible after payment of the purchase price has been guaranteed and the parties shall use their best efforts to ensure that the transfer is effected with all possible dispatch.

8.2 The cost of and incidental to the transfer of the property shall be borne and paid by the seller on receipt of an account therefor from the transfer attorneys. The Bond registration cost will be paid by the purchaser.

## 9. SURVEY PEGS

9.1 The seller shall not be obliged to point out any surveyor's beacons or pegs in respect of the property and confirm that the erven have been registered in the Office of the Land Surveyor.

9.2 Should the property at any time prove to be larger or smaller than the area indicated on the title deed thereof, neither party shall have any claim against the other as a result thereof.

## 10 RATES, TAXES AND ELECTRICITY

The purchaser shall be liable for the payment thereof from date of occupation or date of registration, whichever is the earlier. The Purchaser will be liable for electrical connection fees, which means payment of the costs of the electrical cable from the nearest connection point as well as the installation of the prepaid electrical meter to the Municipality of Mossel Bay. Payment will be effected by the Purchaser directly to the Municipality of Mossel Bay.

## 11. ESTATE AGENTS (AGENT'S COMMISSION)

- 11.1 The parties acknowledge that the agent referred to in Part G of this agreement was the effective cause of this sale.
- 11.2 The seller shall pay to the agent its agreed commission in respect of the sale in terms hereof.
- 11.3 The purchaser hereby warrants that no person other than the agent referred to in Part A of this agreement was the effective cause of this sale and the purchaser hereby indemnifies the seller against any claim any other agent may have against the seller for commission in respect of the property.

## 12. COMPANIES, CLOSE CORPORATIONS AND TRUSTS

Should the purchaser be a company, close corporation or trust, the signatory to this agreement hereby warrants that the company, close corporation or trust, as the case may be, shall comply with all its obligations in terms of this agreement.

## 13. HOME OWNER'S ASSOCIATION

- 13.1 The purchaser acknowledges and accepts that he and his successors in title shall on registration of transfer of the property into his name become a member of the Home Owners' Association and will be liable for payment of the levies.
- 13.2 The purchaser acknowledges that he has read the constitution of the Home Owners' Association and that it shall be a condition of his title deed that each owner of the property shall on registration on transfer become a member of the Home Owners' Association.
- 13.3 The purchaser shall not make any additions or changes to the buildings erected or to be erected on the property, including any boundary walls or fences, and that he shall not change the colour scheme or replace any material of such buildings without the prior written consent of the Home Owners' Association and the relevant local authority. The purchaser shall also see to it that the exterior of the buildings shall not deteriorate or become untidy.
- 13.4 The purchaser hereby agrees that the following condition, or in such other form as the Registrar of Deeds may require, shall be registered against the title deed of the property:

"The owner and his successors-in-title shall be members of the Rheebock Village Estate Homeowners Association established in terms of Section 29 of Ordinance 15 of 1985 and he shall at all times be subject to the Constitution of the Homeowners' Association and the rules thereof, and the property shall not be transferred without the prior written consent of the Rheebock Village Estate Homeowners' Association".

- 13.5 In addition to the levies as set out herein the Members agree to payment of an endowment to the Rheebock Village Estate Home Owners' Association on disposal of the Erf / Unit by himself or nominee as set out hereunder, namely:

- 13.5.1 If the Member and/or registered owner, his/her heirs, executors, administrators, or successors in title, or assigns disposes of or alienates the Erf / Unit, the Member and/or registered owner of the Erf / Unit shall either on date of signature or, upon registration of transfer of the Erf / Unit into name of the new Member pay in cash towards the Stabilisation Funds as set out herein as an endowment, 2,5% (Two Comma Five Percent) of the re-sale price of the erf /Unit, which monies shall be allocated as set out herein. The endowment will be calculated on the re-sale value as set out in such agreement or at the fair market value of the Erf /Unit at the time as determined herein (whichever may be the greatest).

13.5.1.1 2,0% to the Rheebock Village Estate Home Owners' Association Stabilisation Fund;

13.5.1.2 0.5% to the Private Space, Conservation area Fund.

- 13.5.2 The Member, registered owner, his/her heirs, executors or administrators, or any other subsequent owner of the Unit, shall notify the Rheeboek Village Estate Home Owners' Association of the alienation of the Erf /Unit, as soon as same occurs, and should the Rheeboek Village Estate Home Owners' Association be of the opinion that the price allocated to the Erf /Unit is not a true reflection of the fair market value of such Erf /Unit, then a fair market value of the Erf/ Unit as at date of disposal, shall thereafter be agreed to, in writing, between the Rheeboek Village Estate Home Owners' Association on the one hand and the parties to the alienation on the other. In the absence of agreement, the fair market value shall be fixed by means of 2 (Two) sworn appraisements. The Rheeboek Village Estate Home Owners' Association shall have the right to nominate 1 (One) Sworn Appraiser and the said parties the other;
- 13.5.3 The purchase price or the value at which the Erf /Unit was acquired, referred to above, shall be utilised as the basis for calculating the endowment payable to the Stabilisation Funds in the circumstances set out herein above. Endowment payable on all subsequent dispositions shall be calculated 2,5% (Two Comma Five Percent) of the resale price of the Unit, or should the Rheeboek Village Estate Home Owners' Association so require, the fair market value as agreed or allocated thereto in perpetuity and be allocated as indicated above;
- 13.5.4 The provisions of this Clause shall apply *mutatis mutandis* to disposal of the Erf /Unit by the Member/registered owner thereof by way of donation, exchange, inheritance or any other method, but shall not apply if the Erf /Unit is acquired by the surviving spouse of the deceased to whom the Erf /Unit has accrued under the Laws of Testate or Intestate Succession;
- 13.5.5 The Member and/or registered owner, shall bind his/her successors in title, or assigns, to the same conditions as contained in this Clause and upon disposal of the Erf /Unit by them, they shall so bind their successors in title, or assigns, and so on in perpetuity;
- 13.5.6 This stipulation and more specifically the stipulation contained in clauses 13.5.1 to 13.5.6 will not be applicable on units sold by the Developer.
- 13.6 The rules will bind the SELLER, the PURCHASER and the TRUSTEES or their successors in title, trustees, executor, and beneficiaries.

#### 14. **IMPLEMENTATION**

The parties undertake to do all such things, perform all such actions and take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be available to them and necessary for or incidental to the putting into effect or the maintenance of the terms, conditions and/or import of this agreement.

#### 15. **SECTION 29A OF ACT 68 OF 1981**

The purchaser shall be entitled to withdraw from this agreement by delivering to the seller the notice referred to in Section 29A of Act 68 of 1981 within **5** (*five*) days of the signature date if applicable.

#### 16. **BREACH**

Should the purchaser breach any material term or condition of this agreement or any of the conditions of title of the property concerned and fail to remedy such breach within **14** (*fourteen*) days or within such a longer period as may, in the discretion of the seller, be reasonably required, after the date of a notice to the purchaser calling upon it to do so, the seller shall be entitled, without prejudice to any other rights it may have, summarily and without recourse to law—



- 16.1.1 to terminate this agreement and to retain all amounts paid by the purchaser pending finalization of the amount of its damages, whether determined by agreement or an order of court; and
- 16.1.2 to use any of the amounts held in terms of 16.1.1 above as payment or part-payment for damages suffered as well as any other costs incurred because of such cancellation; or in the alternative to 16.1.1 and 16.1.2;
- 16.1.3 to cancel this agreement and retain all amounts contemplated in 16.1.2 as liquidated damages and to claim payment of all amounts in arrears and performance of all and any other arrears obligations that the Purchaser has failed to perform by the date of such cancellation; or in the alternative;
- 16.1.4 to enforce performance of the terms of this Deed of Sale including (without derogating from the generality hereof), full payment of the full balance of the purchase price and of all other amounts payable in terms hereof and to give transfer of the property into the name of the purchaser.
- 16.2 Should the seller breach any material term of this agreement and fail to remedy such breach within 14 (*fourteen*) days or such longer period as may be reasonably required after receipt of a notice by the purchaser demanding rectification of such breach, the purchaser shall without prejudice and in addition to all other rights available to the purchaser in law be entitled to cancel this agreement.
- 16.3 Should the seller cancel this agreement, the purchaser hereby renounces all rights to receive compensation for any improvement effected on the property or any other expenditure incurred by the purchaser.
- 16.4 Should this agreement be cancelled, the purchaser or any occupier who obtained his right to occupy from the purchaser shall immediately vacate the property.

## 17. NOTICES AND DOMICILIA

- 17.1 The parties choose as their *domicilia citandi et executandi* their respective addresses set out in this clause for all purposes arising out of or in connection with this agreement at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the parties.
- 17.2 For purposes of this agreement the parties' respective addresses shall be –
  - 17.2.1 the seller at Bruwer Reynolds Attorneys, P.O Box 10339, George, 6530, Millwood building, C/o York- and Victoria Street, George, 6530.
  - 17.2.2 Telephone number: (044) 873 3539 / Fax number: 086 640 3438
  - 17.2.3 the purchaser at his address referred to in Part A,  
 or at such other address of which the party concerned may notify the other/s in writing:  
 Provided that no street address mentioned in this sub-clause shall be changed to a post office box or poste restante.
- 17.3 Any notice given in terms of this agreement shall be in writing and shall –
  - 17.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
  - 17.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the **8th** (*eighth*) day following the date of such posting;
  - 17.3.3 if transmitted by facsimile or e-mail be deemed to have been received by the addressee on the day following the date of dispatch, unless the contrary is proved.

17.4 Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by one of the parties from another including by way of facsimile transmission shall be adequate written notice or communication to such party.

18. **WHOLE AGREEMENT**

This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties.

19. **VARIATION**

No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorized representatives.

20. **RELAXATION**

No latitude, extension of time or other indulgence which may be given or allowed by any party to the other parties in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any party arising from this agreement, and no single or partial exercise of any right by any party under this agreement, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from this agreement or estop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

21. **SUSPENSIVE CONDITION**

21.1 This agreement is subject to the suspensive condition that the purchaser is granted a mortgage loan in the sum of not less than the amount referred to in paragraph D of Part A, not later than 21 (twenty one) days after the signature date or such longer period as the seller may determine.

21.2 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

22. **SPECIAL CONDITIONS**

This contract is subject thereto that the Developer negotiates the building price with his nominated Building Contractor.

23. **LEVIES**

Levies is payable by the PURCHASER to the HOME OWNERS ASSOCIATION as determined from time to time by the Association.

24. **OFFICIAL LANGUAGE**

The PURCHASER hereby admits that the deed of sale is drafted in his language of choice.

25. **ADDRESS**

Any notices required to be sent to either party in terms of this Agreement shall be in writing and shall be delivered personally or alternatively sent by pre-paid post, and addressed to the party concerned at its domicilium address set forth in A of the Schedule. The parties hereby choose the said addresses as their respective domicillia citandi et executandi for all purposes under this Agreement.

26. **JOINT AND SEVERAL LIABILITY**

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

27. **SPECIAL CONDITIONS**

In addition to the levies and payments as set out above all members will contribute to the Telecommunication System via the Fibre Cable Network run by a Service Provider as appointed from time to time by the Home Owners Association. The payment of the connection fee is compulsory as well as the payment of the basic service fee to obtain a 2MB Uncapped Fibre with WiFi & Voip Phone.

THUS DONE AND SIGNED BY THE PURCHASER AT \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

AS WITNESSES:

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

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

PURCHASER

THUS DONE AND SIGNED BY THE SELLER AT \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

AS WITNESSES:

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

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

SELLER