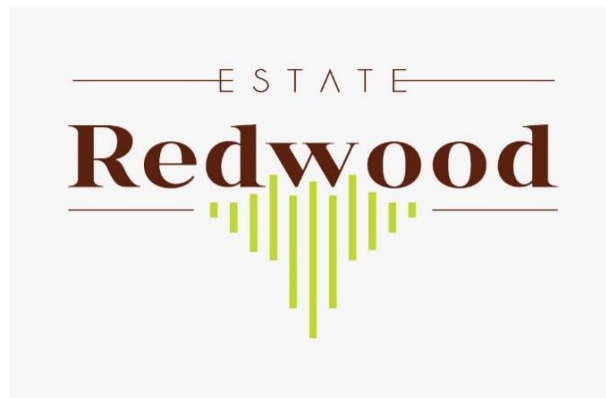


DEED OF SALE FOR A UNIT
IN THE SECTIONAL TITLE DEVELOPMENT
KNOWN AS:

OAKWOOD

(Hereinafter called "Oakwood")

SITUATED IN



ENTERED INTO BY AND BETWEEN

REDWOOD ESTATE STELLENBOSCH (PTY) LTD
(REGISTRATION NO: 2021/651004/07)

(Seller)

and

(Purchaser)

UNIT NO. _____ **OAKWOOD** SECTIONAL TITLE SCHEME,
IN REDWOOD ESTATE STELLENBOSCH

SITUATED ON PORTION 29 OF THE FARM CLOETESDAL NR. 81

THIS AGREEMENT MAY BE SUBJECT TO THE PROVISIONS OF THE CONSUMER
PROTECTION ACT NO. 68 OF 2008, DEPENDING ON THE STATUS OF THE PURCHASER

CONSUMER PROTECTION ACT NOTICE

In complying with the Consumer Protection Act, certain portions of the agreement have been printed in ***bold italics***. The reason for this is to specifically draw the Purchaser's attention to these clauses as they either:

- limit the risk or liability of the Seller or another person in some way;
- constitute an assumption of risk or liability by the Purchaser;
- impose an obligation on the Purchaser to indemnify the Seller or any other person for some cause; or
- are acknowledgement of a fact by the Purchaser.

Kindly ensure that before signing this agreement that you have had an adequate opportunity to understand these terms. If you do not understand these terms or if you do not appreciate their effect, please ask for an explanation and DO NOT sign the agreement until the terms have been explained to your satisfaction.

PROTECTION OF PERSONAL INFORMATION ACT NOTICE

The Seller hereby agrees and gives its consent to the estate agent involved in the sale, and to the conveyancers who will register the transfer of the Property, to process its personal information for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act.

The Purchaser hereby agrees and gives its consent to the Seller and the estate agent to sharing this Agreement and the Purchaser's personal information with the conveyancers for all purposes related to this sale, and to process such information in accordance with the provisions of the Protection of Personal Information Act.

DEFINITIONS

In this agreement, and unless the context in which the words are used require another meaning, the following words shall have the meanings as set out below:

- | | | |
|----|--------------------------------|---|
| a. | the Act means | the Sectional Titles Act No. 95 of 1986, together with any amendments that are in force and the regulations made in terms of the Act; |
| b. | apartment means | that portion of the unit purchased in which the Purchaser may live, in extent _____ m ² ; |
| c. | attorneys/conveyancers mean | VAN ZYL KRUGER INC. at Tyger Waterfront (Ref: Sonja Janse van Rensburg / Andri Barnard / Tel: 021 180 4550); |
| d. | attorneys' trust account means | the following trust banking account in terms of the Legal Practitioners Act 28 of 2014:

Account Name: Van Zyl Kruger Inc Trust
Bank: Standard Bank
Branch: Tyger Manor
Branch code: 00051001
Account No.: 071 976 760; |
| e. | buildings mean | all buildings to be constructed forming the Development known as REDWOOD ESTATE STELLENBOSCH situated at STELLENBOSCH as indicated in the Site Development Plan Annexed as Annexure "B" and any future extensions thereof including any apartments built/to be built on the land; |

- f. Building Contractor means as described in the building rules and regulations under the Constitution, as approved of and appointed by the Seller, being both H and I Construction Proprietary Limited, Registration Number: 2010/024487/07 ("H&I") and TGP Construction Cape Town (Pty) Ltd, Registration Number: 2017/506093/07 ("TGP"), whereby H&I and TGP collectively undertake the construction of the Development on a joint venture basis, to be carried out in and via a Newco, which will serve as the vehicle for conducting the proposed joint venture for the Development's construction as set out further herein;
- g. common property means those portions of the land not forming part of any section or exclusive use area;
- h. completion date means the date on which the municipality issues an occupation certificate or a permission to use a building certificate, or alternatively the date on which the Seller's architect certifies the apartment is completed and ready for beneficial occupation;
- i. Constitution means the Constitution of the Redwood Estate Stellenbosch Master Homeowners' Association which includes all governing rules, regulations, as well as guidelines relating to the Development;
- j. defect means any material imperfection in the unit that renders it less acceptable than persons generally would be reasonably entitled to expect in the circumstances or any characteristic of the unit that renders it less useful, practicable or safe than persons generally would be reasonably entitled to expect in the circumstances;
- k. deposit means the deposit payable by the Purchaser on signature hereof and referred to in the agreement and Schedule "A";
- l. the Development means the land and the buildings built/to be built on the land to be known as "**Redwood Estate Stellenbosch**" and in respect of which the Seller shall open a Sectional Title register in the Deeds Registry at Cape Town to be known as "**Oakwood**" to be developed in phases, but also comprising full title Erven, to be developed in phases;
- m. Development Period means such period as defined in the Constitution and as referenced in clause 36 hereof;
- n. estate agent/agent means Kaironomia Proprietary Limited, Registration number 2020/565789/07, trading as Momentum International Realty Kaironomia and its representative agents as appointed by the estate agent from time to time, together with Harcourts Winelands Proprietary Limited, Registration Number 2014/038556/07, both registered as a property practitioner with the Property Practitioners' Regulatory Authority (the PPRA") (also referred to herein as the "property practitioner");
- o. exclusive use area means the area(s) depicted as such on the Plans, and listed in Schedule "B", forming part of the **Oakwood** development and in respect of which the Purchaser shall have the sole and exclusive use and enjoyment in terms of the rules, alternatively by way of cession in terms of Section 27 of the Act;

p.	fault	means	a non-material imperfection in the unit which does not amount to a defect as defined in this agreement;
q.	initial wording	means	with reference to the Constitution and the governing rules thereunder, the latest version of such documents which will remain substantially similar, but which may be changed by the Developer as required by the Local Authority prior to final approval thereof by such institution;
r.	land	means	the land on which Oakwood, of which the unit sold forms a part, is to be developed, being portion 29 of the Farm Cloetesdal No. 81, Stellenbosch Division, Western Cape Province.
s.	levy / levies	mean	the contribution payable by the Purchaser to the Body Corporate of Oakwood as contemplated in the STSMA, which may include utility-related and/or meter reading charges;
t.	occupational rental	means	the rental for the right of occupation given to the Purchaser before transfer as specified in Schedule "A" hereto;
u.	participation quota	means	in relation to a section, a decimal fraction determined in accordance with the provisions of Section 32 (1) of the Act in respect of that section;
v.	Plans	mean	the architectural plans annexed hereto as Schedule "B" which show the Oakwood Apartment Block North/South plan (numbered), indicating where the unit is positioned in Oakwood , the unit / apartment type plan and the numbered parking bay layout plan, indicating the exclusive use areas, subject to any amendments thereto in terms of clause 10 of this Agreement;
w.	purchase price	means	the total purchase price as per Schedule "A";
x.	Purchaser	means	the Purchaser as defined in Schedule "A";
y.	RESMHOA	means	the Redwood Estate Stellenbosch Master Home Owners' Association;
z.	Rules	mean	the management and conduct rules of the Body Corporate of Oakwood in force from time to time, and as approved by the Ombudsman in terms of the community Schemes Ombud Service Act, 9 of 2011, including any house rules, as well as all governing rules imposed by the RESMHOA in terms of its Constitution, which will be substantially similar to that as is contained in the initial wording;
aa.	section	means	the apartment plus any other portions within Oakwood which the Purchaser is buying, which will be shown as such on a sectional plan, as defined in the Act and which are specified in Schedule "A" hereto, read in conjunction with the Plans;
bb.	Seller / Developer	means	Redwood Estate Stellenbosch (Pty) Ltd (Registration Number: 2021/651004/07);
cc.	the schedules	mean	the schedules annexed hereto, respectively marked "A", "B", "C", "D" and "E";
dd.	STSMA	means	the Sectional Titles Schemes Management Act No 8 of 2011;

ee.	the specifications	mean	the schedule of specifications annexed hereto and marked Schedule "C";
ff.	the unit	means	the section/s, plus the exclusive use area/s (if any) hereby sold, forming part of Oakwood and includes an undivided share in the common property as determined in terms of the Act;
gg.	website	means	the official website of the Development: https://www.redwoodestate.co.za

When the singular of any word is used this will also include the plural and the reverse shall also apply.

When the masculine gender of any word is used this shall also include the female and neuter genders and the reverse shall also apply.

When reference is made to any "person", this shall include partnerships, companies, close corporations and other legal entities.

Reference to the agreement shall include the agreement and all its Schedules and annexures.

The titles to the paragraphs of this agreement are inserted only to make it easier to refer to them and the titles shall not affect the interpretation of any of the paragraphs to which they relate.

1. PREAMBLE

- 1.1 The Seller is or will become the registered owner of the land and will be able to pass transfer of a unit to the Purchaser.
- 1.2 The Seller has applied, or shall as soon as is legally possible apply, for the approval of **Oakwood** in terms of the Sectional Titles Act and for the opening of a Sectional Title Register in respect of this development.
- 1.3 The Purchaser wishes to purchase a unit/s in **Oakwood** from the Seller, who wishes to sell a unit/s to the Purchaser, upon the terms and conditions as recorded below.
- 1.4 What the above means is that the Purchaser will not become the owner of freestanding property and will be the owner of the apartment only and be a co-owner, along with all other owners of apartments, in an organisation called a body corporate, of all the common amenities, and the land not built upon, in the **Oakwood** development (herein referred to as the "Body Corporate" and which means the Body Corporate of **Oakwood**).
- 1.5 The Building Contractor appointed by the Developer for the Development, is H and I Construction Proprietary Limited, Registration Number: 2010/024487/07, with its registered address at Hillcrest Estate, Tygerberg Valley Road, Durbanville, together with TGP Construction Cape Town Proprietary Limited, Registration Number: 2017/506093/07, with its registered address at 3rd Floor, Madison Square, Cnr. Carl Cronje & Tygerfalls Boulevard, Tygerfalls, Bellville, 7530.

2. SALE OF UNIT

- 2.1 The Seller sells to the Purchaser who purchases the unit in **Oakwood**.
- 2.2 The unit shall be built in accordance with the specifications. As will be seen from Schedule "C", the specifications provide the finishing details of the apartment.
- 2.3 If necessary, the Seller shall be entitled to amend or substitute the materials or equipment, as per Schedule C, without reference to the Purchaser, with replacement materials or equipment. The Purchaser shall have no claim against the Seller for this.
- 2.4 In the event of a discrepancy between the specifications, as contained in Schedule C or as substituted by the Seller in accordance with clause 2.3, and the specifications of the Plans as contained in

Schedule B or the final approved plans of **Oakwood**, then the specifications shall prevail as correct.

3. PURCHASE PRICE

The purchase price is inclusive of VAT as listed in Schedule "A". In the event of the rate of VAT [which is currently 15%] increases or decreases after date of signature of this agreement, and if such increase or decrease is applicable to this agreement, the purchase price will be increased or decreased accordingly.

4. PAYMENT OF PURCHASE PRICE

4.1 The purchase price shall be payable by the Purchaser to the Seller in the following manner:

4.1.1 A deposit of R10,000.00 (TEN THOUSAND RAND), shall be paid to the conveyancers in cash or by bank guaranteed cheque or by electronic funds transfer, into the attorneys' trust account, on signature of this agreement by the Purchaser.

4.1.2 This deposit shall be held in trust by the conveyancers, who shall invest same in an interest-bearing savings account, which interest shall accrue to the Purchaser, subject to clause 4.1.3 below.

4.1.3 The Purchaser herewith irrevocably grants the conveyancers permission to invest all monies paid to the conveyancers in respect of this transaction with a registered bank of their choice, in terms of Section 86(4) of the Legal Practice Act 28 of 2014 ("LPA"), upon receipt by the conveyancers of proof of payment by the Purchaser together with the required Financial Intelligence Centre Act 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 as from 1 March 2019, 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. Although the conveyancers will select one of the reputable South African banks for the investment of the deposit, ***the Purchaser acknowledges that the deposit will not be protected in the unlikely event that the bank goes insolvent (bankrupt).***

4.1.4 The balance of the purchase price, shall be secured as set out in clause 5 below, and shall, together with the deposit, be paid to the Seller, against transfer of the unit in the name of the Purchaser.

4.2 All or any payments made by the Purchaser in accordance with this agreement, shall be paid to the conveyancers into the attorneys' trust account, free of deduction, set-off or exchange, at Cape Town.

5. GUARANTEE FOR BALANCE OF PURCHASE PRICE

5.1 To secure the balance of the purchase price, the Purchaser shall provide the conveyancers with a cash payment, to be held in the attorneys' trust account as envisaged in clause 4.1.3 above and/or a bank- or other guarantee acceptable to the Seller.

5.2 This cash payment and/or guarantee must be provided within 10 (TEN) ordinary days of signature of this agreement or, if there are any suspensive conditions that have been included in this agreement for the benefit of the Purchaser only, within 10 (ten) ordinary days of fulfilment of all these suspensive conditions.

5.3 Where a guarantee is to be issued by virtue of a mortgage bond granted in favour of the Purchaser for any portion of the purchase price, the guarantee for such portion, must be provided within 20 (twenty) ordinary days from the date within the suspensive condition contained in clause 23 is deemed to be fulfilled as envisaged in clause 23.3.

5.4 A bank guarantee is a letter of undertaking which South African banks can issue, against payment of their standard fee, if the Purchaser has enough money or a big enough loan facility at the relevant bank. Withdrawal by a guarantor for any reason whatsoever, shall constitute a breach by the Purchaser of his obligations to deliver a guarantee in terms of this clause and in respect of which breach the Seller shall not be required to give notice in terms of clause 21. The remedies as provided for in clause 21 shall in such instance be immediately available to the Seller.

6. POSSESSION AND DELIVERY, OCCUPATION, RISK AND BENEFIT

- 6.1. The Purchaser knows that the unit forms part of a property Development, the planning and execution of which is subject to numerous factors outside of the Seller's control. While every effort will be made by the Seller to ensure that the Development is proceeded with, there is no guarantee to this effect. Should the Seller be incapable of obtaining transfer of the land on which the Development is to be constructed, or should the Development lose its commercial feasibility, or should insufficient sales of units in the Development be achieved, or should the Development not occur for any reason in the Seller's discretion, then the Seller will be entitled to cancel this Agreement on notice to the Purchaser, who shall then be entitled to return of its deposit and all further monies paid to the conveyancers in respect of this transaction, together with interest on such funds held in the attorneys' trust account, as envisaged.
- 6.2. ***It is recorded that the buildings are presently in the course of planning and/or construction. Many factors will affect the date on which the apartment will be ready for beneficial occupation and for this reason the Seller is not able to give the exact date on which this will occur. The estimated completion date therefore serves as a guideline only and does not bind the Seller in any way. The Seller however does undertake to ensure that the apartment will be ready for beneficial occupation within a reasonable period of time from date of signature hereof.***
- 6.3. ***The Seller shall give the Purchaser at least 1 (ONE) month's written notice of the completion date of the apartment. The completion date is the date on which the municipality issues an occupation certificate or a permission to use a building certificate, or alternatively the date on which the Seller's architect certifies the apartment is completed and ready for beneficial occupation. On the completion date possession and occupation of the apartment shall be delivered to and taken by the Purchaser. Should the Purchaser be unavailable to take delivery or refuse to do so, then delivery of the keys to the apartment to the estate agent shall amount to delivery to the Purchaser. From this date risk in and benefit of the apartment shall pass to the Purchaser. What this means is that from this date the Purchaser shall be responsible if something happens to the apartment and the Purchaser shall also be liable for occupational rental, levies and the cost of all municipal services related to the unit.***
- 6.4. ***Should the Seller, for reasons beyond the Seller's reasonable control, not be able to give possession and occupation of the apartment on the date as notified, the Purchaser shall take delivery, possession and occupation, on a further 5 (FIVE) days written notice and this date shall then be deemed to be the completion date. In such circumstances the Purchaser shall have no claim of any nature against the Seller for any loss or damage, whether direct or consequential.***
- 6.5. ***Should the Seller and Purchaser disagree as to whether the apartment was/is sufficiently complete for beneficial occupation or if the Seller and the Purchaser disagree as to whether the buildings, any part thereof, the finishes or specifications are substantially the same as set out in the Plans or in the show apartment, then this dispute shall be referred to the Seller's architect whose decision shall be final and binding.***
- 6.6. ***The Seller shall be entitled to refuse the Purchaser actual possession and occupation of the apartment if the Purchaser is in breach of the agreement. Such a breach may be the failure not to have signed all transfer and bond documents or paid all bond registration costs or provided the payment guarantee or secured the full balance purchase price in terms of this agreement. In that event the Purchaser shall still be deemed to have taken possession and occupation on the completion date. The Purchaser shall therefore still be liable for all amounts due from that date as if they had taken possession and occupation.***
- 6.7. The Seller agrees to afford the Purchaser a reasonable opportunity to examine the apartment and for this purpose the Purchaser, or a representative appointed by the Purchaser, shall inspect the apartment with the Seller or a representative of the Seller on the completion date. This inspection shall be to agree what faults and defects are present in the section if any. Both parties shall record these faults and defects in writing in a snag list and the Seller undertakes to remedy these faults and defects within 3 (THREE) months of completion date. Faults and defects reported after completion date shall be dealt with in accordance with clause 17.
- 6.8. ***Delivery of the unit shall also be deemed to have taken place on the completion date.***

7. OCCUPATIONAL RENTAL

- 7.1 Occupational rental is an amount which the Purchaser will pay to the Seller for the right to have occupation of the apartment before the Purchaser becomes the registered owner of it and before the Seller receives the purchase price.
- 7.2 In accordance with the explanation above, should registration of transfer of the unit take place after the completion date, the Purchaser shall pay the occupational rental to the Seller calculated as prescribed in Schedule "A". This occupational rental shall be paid monthly in advance, on the 1st of every month, from the completion date until registration of transfer. If the completion date falls on any day other than the first day of the calendar month, then the Purchaser will pay a pro rata amount for the calendar month in which the completion date fell. The Purchaser will be liable for cash deposit fees charged by the bank if payments are made in cash.
- 7.3 The Purchaser agrees that he/she shall not be entitled to refuse payment of occupational rental on account of any faults or defects not yet being repaired by the Seller, provided that the Seller is within the scope of the periods afforded to it in terms of clause 6.7 and clause 17.1 of this Agreement.
- 7.4 Late payment penalties shall accrue on any outstanding occupational rental payments due by the Purchaser to the Seller, at R500.00 (Five hundred Rand) per month overdue. In addition to this, and without prejudice to any other remedies to which the Seller may be entitled, all overdue amounts shall bear interest at the rate of 8% (eight percent) per annum above the prime bank rate as applied from time to time by Standard Bank, calculated from the first day of the month to date of payment thereof, compounded monthly, which interest shall be due and payable on demand.

8. TRANSFER

- 8.1 ***It is recorded that it will only be possible for the Seller to give transfer of the unit to the Purchaser upon the registration of the Sectional Plan of Oakwood, as provided for in Section 12 of the Act, and upon fulfilment of the Purchaser of all his obligations in terms of this agreement.***
- 8.2 The Seller accordingly undertakes to do everything reasonably possible to register the sectional plan as soon as is legally possible. It is recorded that the sectional plans must be drawn by a Land Surveyor which can only be done on completion of the units. Thereafter these plans must be approved by the Surveyor General and registered in the Deeds Office.
- 8.3 Transfer shall be passed, subject to the sectional title register having been opened, as close to completion date as is practically possible. Transfer of the unit shall be attended to by VZK Incorporated, the firm of attorneys and conveyancers as defined and shall be proceeded with upon:
- (i) the Purchaser securing the purchase price including the furnishing of the required guarantees;
 - (ii) the Purchaser paying the costs as set out in clause 14.
- 8.4 The Purchaser shall sign all documents (including but not limited to the transfer and bond documents) necessary to give effect to this agreement within 4 (FOUR) days of being called upon to do so by the conveyancers.
- 8.5 Due to the fact that the sale is not subject to transfer duty and no transfer duty will be payable, the Purchaser irrevocably authorises the conveyancers to sign declarations to the Receiver of Revenue for purposes of obtaining a Transfer Duty exemption certificate.
- 8.6 The Purchaser shall accept transfer of the unit/s subject to all conditions, Rules and servitudes benefiting or burdening the unit, the land and the Development whatsoever, irrespective of whether they exist at time of signature of this agreement by the Purchaser or whether they are imposed by the Seller or by any competent authority. The Purchaser shall also accept transfer subject to any change in number of the unit or exclusive use area.

9. STATUTORY APPROVALS AND SUSPENSIVE CONDITIONS IN FAVOUR OF THE SELLER

- 9.1 ***The Purchaser is aware that the unit forms part of a new township development and as such the Seller is relying on certain statutory and regulatory approvals before it will be in a position to transfer the unit to the Purchaser. The Purchaser acknowledges that the town planning and environmental approvals have already been obtained.***

- 9.2** *Specifically, approval of the site development plan, building plans, architectural and landscaping / gardening guidelines and Rules of the intended Development, of which the unit and Oakwood development forms part, may be pending, and/or amended before being finally approved.*
- 9.3** *It is a suspensive condition in favour of the Seller, in its absolute discretion, that should the required final approvals not be obtained within a reasonable time, or should the regulatory authorities require material amendments to the intended Development, then the Seller will be entitled to:*
- 9.3.1** *cancel this Agreement on notice to the Purchaser, in which event all monies paid by the Purchaser in terms of this Agreement will be repaid to it, and the Parties shall have no further claim of whatsoever nature against each other; or*
- 9.3.2** *increase the purchase price, notify the Purchaser in writing of such increased cost and the Purchaser may then, at his/her option, cancel this agreement by providing written notice of cancellation to the Seller within 5 (FIVE) days of receiving written notice from the Seller in respect of the increased cost. Should written notice of cancellation not be forthcoming within the aforesaid period, the Seller and the Purchaser shall proceed with the agreement at the increased purchase price and the Purchaser shall be obliged to pay the increase in purchase price or deliver bank guarantees to the Seller's satisfaction for such increased amount, to the conveyancers within 21 (TWENTY ONE) days of receiving written notice from the Seller in respect of the increased cost.*
- 9.4** This Agreement is further subject to the Seller managing to sell 90% (ninety percent) of the first phase of the Development, as indicated on the site plan of the Development, on or before 1 December 2023. In the event that this condition is not fulfilled within a reasonable time, then the Seller will be entitled to its remedies as set out in clause 9.3.1 above.
- 9.5** The conditions imposed herein are imposed in favour of the Seller and solely for its benefit and the Seller may waive reliance upon all or any of the aforesaid conditions by communicating such waiver to the Purchaser in writing at any stage on or before the date provided for the fulfilment thereof.

10. EXTENT OF SECTION AND CHANGES TO PLANS

- 10.1** The Purchaser acknowledges that the Plans have not yet been approved and that the exact boundaries of the section forming part of the unit shall be those shown on the final approved Sectional Plan.
- 10.2** It is recorded that construction is not an exact science and that upon completion of the section, it might be that the section is either slightly bigger or slightly smaller than the sizes as recorded in this agreement.
- 10.2.1** **The parties agree that a difference of 5% or less in the extent of the section shall not amount to breach of the agreement by the Seller and the Purchaser shall have no claim for compensation for any such shortfall.**
- 10.2.2** **Should the section be smaller than agreed and should the difference in extent be greater than 5% the Purchaser shall not be entitled to cancel the agreement. The Purchaser shall however be entitled to a proportionate reduction of the purchase price, calculated in accordance with this clause.**
- 10.2.3** The reduction in purchase price shall be calculated by first establishing the value, per square metre, of the unit by dividing the purchase price recorded in Schedule "A" by the extent of the section as recorded in the Plans.
- 10.2.4** Secondly, the area by which the section is smaller in extent ("the missing square meterage") shall be established.
- 10.2.5** **The Seller shall be excused from paying compensation for the first 5% of missing square meterage, for which the Seller has been excused of liability as set out above.**

- 10.2.6 The remaining missing square meterage shall then be multiplied by the price per square meter as established. The resulting amount shall then be deducted from the purchase price or refunded to the Purchaser by the Seller.
- 10.2.7 The extent of the section and the missing square meterage shall be established by the Seller's architect or his nominee, duly appointed in writing.
- 10.2.8 In the event of either party disputing the Seller's architect's determination of the missing square meterage, the measurement shall be conducted by an independent architect, as agreed upon by the Parties, and whose decision shall be final. The costs in this regard shall be borne by the disputing party.

10.3 It is the intention of the Seller to construct and provide the unit materially in accordance with the Plans, which the Purchaser acknowledges have not yet been approved. However, in the event of the Seller having to make changes to the Plans as a result of an engineering, architectural, statutory, regulatory or other requirement imposed by the local authority or any other governing or regulatory bodies, the Seller reserves the right and will be entitled, in its discretion, to redesign the unit or the layout of the Development pursuant to which event the Purchaser will have no recourse to and/or against the Seller.

10.3.1 The Seller will be entitled to vary the Plans of the unit, if in the Seller's discretion, such variance or change is reasonably necessary to, amongst others:

10.3.1.1 *meet any requirement of the local authorities and/or other governing or regulatory bodies; and/or*

10.3.1.2 *meet any special impediments, such as water, sewer or electrical lines either above or under the ground or within the buildings; and/or*

10.3.1.3 *obtain the approval of the Development and/or the opening of the Oakwood Sectional Title Register; and/or*

10.3.1.4 *address and/or meet any technical and/or legal issues and/or reasons considered necessary by the architect, engineers, land surveyor and/or any local authority or governing or regulatory bodies.*

10.3.2 *The Seller will be entitled to vary the electrical layout of the unit, the elevation and/or Plans of the unit, exclusive use areas, buildings and/or common property as a result of or pursuant to an engineering, architectural, statutory, regulatory or other requirement of any local authority or governing or regulatory bodies, whether of a technical nature or otherwise.*

11. EXCLUSIVE USE AREAS

The exclusive use areas allocated to each unit in terms of this agreement shall be created by way of entry into the Body Corporate Rules and allocated and managed accordingly.

12. CONDITIONS APPLICABLE PENDING TRANSFER

As has already been referred to in this agreement, the common property will be owned and controlled by a body corporate for and on behalf of all owners including the purchaser. As the Body Corporate of **Oakwood** will only be established once the first transfer of a unit in this sectional title development has occurred, the Seller shall from the completion date and until the date of the establishment of the Body Corporate bear the rights and obligations of the Body Corporate. In this regard, during the period from the completion date until date of transfer, the following conditions shall apply:

- i. save insofar as may be inconsistent with the provisions of this agreement, the provisions of the STSMA (which deals with the functions of bodies corporate) shall apply;
- ii. ***the provisions of the Rules for Oakwood and the Development, shall bind the Purchaser and be enforceable by the Seller;***
- iii. the Purchaser may not make any alterations or additions whatsoever to the unit and/or the exclusive

use area without the prior written consent of the Seller;

- iv. the Purchaser shall maintain the unit in the same condition as it was on the completion date;
- v. ***the Purchaser shall be responsible for and pay to the Seller promptly and on demand all municipal charges relating to the unit for periods after the completion date.***
- vi. the Seller shall insure the **Oakwood** development, including the unit, against all risks deemed necessary by the Seller until the date of the establishment of the Body Corporate, at which time the Body Corporate shall be obliged to assume this liability. The Seller shall be entitled to recover a proportionate share of these insurance premiums from the Purchaser calculated on the participation quota allocated to the unit. This contribution shall be payable as part of the levies.

13. LEVIES

- 13.1 As has already been explained in the paragraphs above, the Seller will be carrying out the obligations of the Body Corporate until it is established and will be bearing the costs associated with this. It is therefore agreed as follows:
- 13.2 ***From the completion date the Purchaser shall be liable for the levy (and any utility-related or meter reading charges) calculated in accordance with the participation quota attributable to each unit, as if the Purchaser was the registered owner of the unit and as if the Body Corporate had already been established.***
- 13.3 The Seller reserves the right to install fibre optic communication or any other data and/or voice communication services in respect of the Development as well as a network to serve each individual unit within the **Oakwood** development. In the event that the Seller so elects to install the aforesaid communication and network, an additional levy per month shall be imposed upon the owners by the Body Corporate for these services. The monthly additional levy will not be calculated according to the participation quota of each unit. The basic monthly charge will be shared in equal amounts by each owner of every unit used as a dwelling whether such owner make use of the service or not. **The Purchaser acknowledges that he/she will be liable for this additional levy plus VAT thereon, an estimate of which is detailed in Schedule "A".**
- 13.4 Until the levies are formally determined by the Body Corporate the levies shall be deemed to be the amount determined by the managing agent referred to in clause 24 below.
- 13.5 All levies shall be paid monthly in advance on the first day of each and every calendar month provided that if the completion date falls on any day other than the first day of a calendar month, then the Purchaser shall be obliged to pay a pro rata share of the levies due for the calendar month in which the completion date occurs.
- 13.6 All levies shall be paid to the Seller until registration of transfer and thereafter to the Body Corporate.
- 13.7 It has been explained to the Purchaser that the levy payable to the Body Corporate is allocated between the owners of units proportionately to the size of each unit. This allocation is called a participation quota.

14. COSTS

Transfer shall be effected by the conveyancers as soon as possible. The transfer costs are included in the purchase price. ***The Purchaser shall on demand sign all transfer, loan applications and mortgage bond registration documents.*** Should the Purchaser be registering a bond over the unit to finance any part of the purchase price, the Purchaser shall, on demand, pay the costs of any such bond including the fees charged by the bank, and conveyancers' bond registration fees. These amounts are not included as part of the costs of the transaction in Schedule "A", as the Purchaser cannot be obligated to enter into a mortgage agreement and the Seller will have no control over the fees that might be charged for the bond by the bank or the conveyancers who register the bond.

15. THE RULES

- 15.1 The rules prescribed in terms of the STSMA, as amended by the Seller prior to the establishment of the Body Corporate and approved by the Ombudsman in terms of the Community Schemes Ombud

Service Act, 9 of 2011, shall apply to **Oakwood**. The law requires the owners of units in the **Oakwood** development to conduct themselves with consideration for the rights of other owners and the Body Corporate itself and stipulates for the creation of rules to ensure this. These rules also deal with procedural issues in the running of the Body Corporate. The rules applying in terms of the Constitution of the RESMHOA, shall further apply to the Development within which **Oakwood** is situated and shall also deal with procedural issues in the running of the Development known as **Redwood Estate Stellenbosch**.

- 15.2 All of these Rules are therefore for the benefit of all the persons who will own units in **Oakwood** or live in **Oakwood**.
- 15.3 The Purchaser undertakes to comply with these Rules and ensure that any resident/s of his unit also complies.
- 15.4 ***The Purchaser acknowledges that he has read the draft Rules of both Oakwood and Redwood Estate Stellenbosch, as well as the draft proposed Constitution of the RESMHOA, with the initial wording thereof, as published on the website of Redwood Estate Stellenbosch and understands the contents thereof.***
- 15.5 The Purchaser will be obliged to get the written consent of the RESMHOA, the Body Corporate of Oakwood, Redwood Estate Stellenbosch Pty Ltd and Combined Developers (Proprietary) Limited, Registration number: 2008/021866/07 and with Address: 3rd Floor, Madison Square, Cnr. Carl Cronje & Tygerfalls Blvd, Tygerfalls, Bellville, 7530 when it sells the unit, and the next owner must also get these consents if it in turn sells the unit. The deeds office will not transfer the unit without these consents (**See also Clause 29 and 36**).

16. WARRANTY OF QUALITY

- 16.1 The Seller confirms its existing agreement with the Building Contractor in terms whereof the Building Contractor will furnish a Warranty of Quality in respect of the unit, including both latent and patent defects and warrants that the unit shall be:
- 16.1.1 reasonably suitable for the purpose for which it is generally intended;
- 16.1.2 of good quality, in good working order, and free of any defect;
- 16.1.3 usable and durable for a reasonable period of time, having regard to the use to which it will be legally put and to all the surrounding circumstances of the supply;
- 16.1.4 compliant with any applicable standards set out under the Standards Act 29 of 1993, or any other public regulation,
- which warranty the Seller undertakes to cede to the Body Corporate on date of registration of transfer of the first Unit in respect of every respective phase of Oakwood.
- 16.2 The aforementioned warranty shall be applicable for a period of 3 (three) months from the completion date.
- 16.3 The Seller will also furnish to the Purchaser the Standard Home Builders' Warranty prescribed by the National Home Builders Registration Council (the "NHBRC") in their SHBW010396 form, on date of registration, together with the NHBRC Enrolment Certificate certifying that the Building Contractor has enrolled the Property as a Residential Unit with the NHBRC, which warranty applies to the substructure; superstructure and roof structure of the unit.
- 16.4 The Seller furnishes no further warranties in respect of the unit and in all other respects the unit is sold without any further warranties in respect of faults or defects as defined in this agreement or the common law.
- 16.5 The Purchaser shall, in writing to the Seller's nominated representative, report:
- 16.5.1 all faults and defects within 3 (three) months of the completion date;
- 16.5.2 any roof leaks within 12 (twelve) months of the completion date;

16.5.3 any structural defects within 5 (five) years of the completion date.

- 16.6 The Seller confirms its existing agreement with the Building Contractor in terms whereof the Building Contractor is bound to honour the warranty periods, as set out in clause 16.5, and the Purchaser acknowledges that neither the Seller, nor the Building Contractor will be liable or responsible for any complaints lodged after these relevant time periods.
- 16.6 The Seller further undertakes to deliver the following certificates to the Purchaser prior to occupation:
- i. An Electrical Compliance Certificate issued by a registered person in terms of Regulation 7 of the Electrical Installation Regulations (2009) promulgated under the Occupational Health and Safety Act No 85 of 1993;
 - ii. A Gas Conformity Certificate (if applicable) issued by an authorised person as defined in the Pressure Equipment Regulations 2009 made by the Minister of Labour, under Section 43 of the Occupational Health and Safety Act 85 of 1993, to the effect that the gas installation on the Property, if any, conforms to the required health and safety standard;
 - iii. The original Occupation Certificate as issued by the Stellenbosch Municipality.

17. REPAIR OF FAULTS AND DEFECTS

- 17.1 The Seller, by means of its appointed Building Contractor, shall repair any faults and defects which occur in the warranty period as set out in clause 16 within 3 (three) months of being made aware thereof in writing, subject to those faults and defects being reported to the Seller in writing before the expiry of the relevant warranty.
- 17.2 The Seller or its appointed Building Contractor, or any other person duly authorised thereto on its behalf, shall be entitled to enter the unit, on reasonable notice given, to inspect the unit, to make repairs to the unit, or to effect repairs to any other unit in the complex that is situated above, below or adjacent to the Purchaser's unit, and which repairs necessitate access and/or entry to the Purchaser's unit. Should the Purchaser unreasonably refuse to provide the Seller with the required access to the unit to attend to the repair of faults and defects, the Seller shall not be bound by the periods set out in clauses 17.1 and 6.7 of the Agreement; and in such event the Purchaser may forfeit his/her warranties as set out in this Agreement.
- 17.3 The Seller shall not be obligated to repair any damage, fault or defect which is the result of the Purchaser's actions or omissions or those of his visitors, co-inhabitants or any other person present at the apartment other than employees and agents of the Seller. The Seller shall not be obligated to repair any hairline settlement cracks which may occur, it being recorded that settlement is an inevitable part of the construction process. Lastly, the Seller shall not be obligated to repair any damage, fault or defect arising from the Purchaser's failure to adequately maintain the apartment or which results from wear and tear due to the occupation of the apartment.
- 17.4 Any defect or fault arising in or at the apartment must be drawn to the Seller's attention in writing as soon as it is reasonably evident. Failure to notify the Seller of a fault or defect as soon as it becomes evident may result in further damage to the apartment which the Seller shall not be obligated to repair.

18. GENERAL TERMS RELATED TO THE WARRANTIES

In the event of a dispute as to whether the Seller is obliged to remedy any fault or defect, or if any fault or defect has been attended to, a certificate by the Seller's architect shall be final and binding on both parties.

19. WORK IN PROGRESS, RISK AND INDEMNITY

- 19.1 The Purchaser acknowledges that on the completion date the buildings in the Development may not all be complete and that there may still be building and other related activities taking place on the Development.

- 19.2 The Purchaser consents to such building work continuing until the Development is fully built and finally completed.
- 19.3 ***The Purchaser acknowledges that the on-going building work will create a possible risk of damage to property or serious injury or death to people. The Purchaser voluntarily assumes these risks and indemnifies the Seller, his agents, employees, contractors or sub-contractors and anyone acting for or controlled by the Seller against any claim for damages. This indemnity shall however not be binding if such damage or injury results from gross negligence of the Seller, his agents, employees, contractors or sub-contractors or anyone acting for or controlled by the Seller.***

After having had sufficient time to consider the matter I hereby confirm I have understood and accepted this risk.

Purchaser

20. DIRECT MARKETING AND COOLING OFF

- 20.1 In terms of Section 16 of the Consumer Protection Act, if this transaction has resulted from direct marketing the Purchaser has the right to cancel this agreement without reason or penalty by written notice within 5 (FIVE) business days after the agreement was concluded.
- 20.2 The Seller is not prepared to enter in to this agreement with any Purchaser if the transaction has resulted from direct marketing. ***The Purchaser therefore warrants that this transaction has not resulted from direct marketing and the Seller enters into this transaction relying upon such a warranty.***
- 20.3 If the Purchaser is successful in cancelling this Agreement by relying upon the right of cancellation flowing from the direct marketing provisions of the Consumer Protection Act, the Purchaser shall be liable for the damages suffered by the Seller as a result thereof on the basis of the Purchaser's breach of warranty.

21. DEFAULT / BREACH

- 21.1 If any party ("the defaulting party") commits a breach of this agreement and persists with such breach for more than 7 (SEVEN) days after being called upon in writing to rectify same, then the innocent party shall be entitled (but not obligated) without prejudice to any other rights or remedies which it may have in law, including the right to claim damages:
- 21.1.1 to cancel this agreement and claim damages; or
- 21.1.2 to claim immediate performance and/or payment of all the defaulting party's outstanding obligations in terms hereof and claim damages.
- 21.2 Upon cancellation by virtue of default, and ***should the defaulting party have been the Purchaser, the Seller shall be entitled to retain all amounts paid by the Purchaser on account of the purchase price, including the deposit, as reasonable pre-estimated damages in addition to the further rights set out in the breach paragraph above.***
- 21.3 The Seller's claim for damages against the Purchaser, by virtue of the Purchaser's default, shall rank above that of any claims relating to this Agreement by other parties.
- 21.5 Upon cancellation by virtue of default, and ***should the defaulting party have been the Seller, the Seller shall pay to the Purchaser an amount equal to the deposit paid by the Purchaser and the Purchaser shall be entitled to retain this amount as reasonable pre-estimated damages in addition to the further rights set out in the breach paragraph above.***
- 21.6 Should the defaulting party be the Purchaser, and should the Purchaser dispute the Seller's right to cancel and remain in occupation of the unit after date of cancellation, the Purchaser shall continue to pay the occupational rental, the municipal charges and the levy and any other amounts as if the agreement had not been cancelled. The Seller shall be entitled to claim and accept payment of such amounts without prejudice to the Seller's claim for cancellation and return of the possession of the

apartment to the Seller.

21.7 ***Should a party ("the guilty party") breach this agreement and the other party ("the innocent party") elect not to exercise its right to cancel this agreement but instead to institute proceedings seeking an order that obligates the guilty party to perform in terms of this agreement, that election by the innocent party will not be final and will not prevent the innocent party from exercising its right to cancel this agreement at a later date based on the same instance of breach for which legal proceedings were instituted.***

21.8 Notwithstanding the provisions of paragraph 21.1, neither party shall be entitled to cancel the agreement after 7 (SEVEN) days' notice if the breach complained of is not reasonably capable of being remedied in the 7 (SEVEN) day period. In such an event the notice placing the defaulting party on terms to perform shall only entitle the cancellation of the agreement if the period given to perform is reasonable in the circumstances.

22. INSPECTION OF UNIT

The Seller and/or the Seller's duly authorised representative shall be entitled to inspect the unit at all reasonable times while the Purchaser still owes the Seller any amount in terms of this agreement.

23. MORTGAGE LOAN - SUSPENSIVE CONDITION

23.1 If an amount for a mortgage loan has been filled in on Schedule "A" then it is agreed that the Purchaser requires a bank to grant a mortgage loan in the amount as specified in Schedule "A" or such lower amount as the Purchaser may accept to enable him to perform in terms of this agreement and that if such a loan is not granted then this agreement shall become null and void.

23.2 This loan must be granted on the bank's normal terms and conditions for a loan of this nature which is being granted to a person of the class into which the purchaser falls, within the time period set out in Schedule "A", or such later date as the Seller in its sole discretion may allow and is to be registered by the conveyancers appointed herein. The Purchaser shall ensure that all reasonable steps are taken to enable the loan to be timeously granted.

23.3 This suspensive condition shall be deemed fulfilled upon receipt of a quotation from the bank for the loan amount required or acceptance by the Purchaser of a lower amount as the quotation.

23.4. The Seller and/or the Seller's estate agent are hereby authorised and furnished with the necessary authority to assist the Purchaser by applying for a mortgage loan on behalf of the Purchaser, through the Nominated Bond Origination Service Provider. The Purchaser undertakes to provide all the required documentation and information within 3 (three) days after signing this agreement, to enable the application for the mortgage loan to be obtained. The Purchaser maintains the duty to do everything reasonably possible to obtain the mortgage loan and to ensure that the loan granted, is allocated to the conveyancers appointed herein.

24. MANAGING AGENT

The Seller may appoint and delegate any or all its powers and duties in the management of the Development to a managing agent of its choice, for a maximum period of 1 (ONE) year from the date of the opening of the Sectional Title Register. This managing agent shall be entitled to exercise all such powers as the Seller may determine. Nothing in this clause shall, however, be interpreted to relieve the Seller of any of its obligations to the Purchaser as set out in this agreement.

25. JURISDICTION AND LEGAL COSTS

25.1 ***The parties agree that this agreement shall be concluded at the time and place that the Seller accepts this offer by signing this agreement. This will be the case even if the Purchaser is only told of this acceptance afterwards.***

25.2 The parties hereby consent to the jurisdiction of the Magistrates' District or Regional Court having jurisdiction in terms of Section 28 (1) of the Magistrates' Court Act for any legal proceedings arising from or related to this agreement, even if that court does not usually have jurisdiction to hear the matter. The purpose hereof is to allow the disputes to be heard in the Magistrate's Court with quicker proceedings and lower costs, rather than the High Court.

- 25.3 Notwithstanding what has been stated in the paragraph above, either party shall be entitled to institute any legal proceedings against the other arising out of this agreement in any court having jurisdiction and such party shall not be prejudiced in any costs order as a result of their choice of court.
- 25.4 The party who is successful with their claim or their defence shall be entitled to recover from the other party all legal costs incurred by the successful party in the legal proceedings on a scale as between attorney and client.

26. GENERAL

- 26.1 ***All the terms of this agreement between the parties are recorded in this written contract. No variation of this agreement and no cancellation by agreement shall be binding on the parties unless such variation or cancellation is written down and signed by the parties hereto.***
- 26.2 No extension of time or indulgence which either party might grant to the other shall have any effect on the rights which either party might have in terms of the agreement. Should either party not strictly enforce their rights under this Agreement, this will not amount to a waiver of such a right, and it shall also not be regarded as creating a new or varied agreement.
- 26.3 If there is more than one Purchaser in terms of this agreement, they shall each be fully liable for all the obligations of the Purchaser and these obligations shall not be able to be divided between these Purchasers, i.e., the liability of each of the Purchasers shall be joint and several with the others.
- 26.4 The Purchaser warrants that he is fully up to date with all his obligations to the South African Revenue Services and that he will remain so until the unit/s is transferred to him. The purpose of this warranty is to ensure that there are no tax defaults that might delay the acquisition of a transfer duty receipt/exemption certificate from the South African Revenue Service or serve to cause the bank granting mortgage finance to the Purchaser [if applicable] to withdraw the mortgage finance offered.
- 26.5 The Purchaser records, in the space provided in Schedule "A", all the representations and promises that have been made to him by the Seller and/or the estate agent and /or its appointed agent and/or a person acting on behalf of the Seller which has caused the Purchaser to enter into this agreement and which are **not** already recorded elsewhere in this Agreement. If the Seller's agent has offered a written explanation of any portion of this Agreement, then this must be mentioned therein.
- 26.6 The Purchaser warrants that no other representations have been made to him which has caused the Purchaser to enter into this agreement. The Purchaser furthermore warrants that the Purchaser has not been introduced to the Seller or the Property by any other agency/agent other than Kaironomia Proprietary Limited, trading as Momentum International Realty Kaironomia, Registration Number 2020/565789/07, or its appointed agent or by Harcourts Winelands Proprietary Limited, Registration Number 2014/038556/07. If so, the Purchaser will be required to pay the commission claimed by any other agent.
- 26.7 The Seller shall be entitled, on written notice to the Purchaser, to amend and/or vary the terms and conditions of this Agreement as a result of any application of existing, new and/or amended law(s), rule(s), ordinance(s), tax(es), statute(s), requirement(s), code(s) and regulation(s) of all governmental authorities applicable to this Agreement.
- 26.8 It is recorded that all marketing materials are for visualisation purposes only and subject to change. The look of the final product may differ. The Seller will not be held bound by the contents of marketing materials, nor be held liable for any deviations. The Purchaser further acknowledges that the Developer and the estate agent are allowed to and may utilise images of the completed dwelling relating to this Agreement, for purposes of marketing the Development, as well as either of their businesses respectively.

27. CHOSEN ADDRESSES FOR SERVICE OF NOTICES

- 27.1 The parties hereby choose the following addresses as the addresses at which they will accept all notices including legal notices and summonses for the purposes of or related to this agreement:
- 27.1.1 the Seller at the address recorded in Schedule "A";

- 27.1.2 the Purchaser at the address recorded in Schedule "A" until the completion date, and thereafter at the address of the unit hereby sold, unless the Purchaser has notified the Seller in writing of any other address;
- 27.2 Any notice to any party shall be addressed to it at its chosen address and sent by prepaid registered post or delivered by hand or sent by fax to the fax number recorded on Schedule "A" or sent by e-mail to the e-mail address recorded on Schedule "A".
- 27.3 In case of any notice sent by prepaid registered post, it shall be deemed to have been received on the 4th (fourth) business day after posting.
- 27.4 If the document is sent in any other way it must be received by the addressee to be effective notice.
- 27.5 This paragraph shall not affect the provisions of any other law which deals with the service of documents issued by any court.

28. COMMISSION

- 28.1 Commission (if applicable) shall be payable to the estate agent by the Seller on registration of transfer of the unit to the Purchaser in the amount as agreed between the Seller and the estate agent.
- 28.2 The Seller shall not be liable to pay the estate agent commission before registration of transfer of the unit has taken place. However, should this agreement be cancelled by virtue of the Purchaser's default, the Purchaser shall be liable for the full commission and the estate agent shall be entitled to recover same from the Purchaser.

29. CONDITIONS APPLYING UPON RESALE

- 29.1 In the context of this clause, the Purchaser's attention is specifically drawn to the provisions of the Constitution of the RESMHOA, and in particular its governing rules, which set out the terms and conditions which shall apply in the event of a resale of any property within the Development known as Redwood Estate Stellenbosch, the most material terms and conditions of which are recorded below.
- 29.2 Should a Purchaser consider selling or in any way disposing of the Property purchased in this Agreement, the Purchaser shall obtain prior written consent thereto (the "Consent") from the Developer and the RESMHOA, during the Development Period, and only the RESMHOA after lapsing thereof, except if such sale is in favour of the Purchaser's bank where the Purchaser has breached its loan agreement with its bank. The "Development Period" shall be as defined in the Constitution and governing rules of the RESMHOA (which means until such time as the Seller has sold all the units in the Development, or within a period expiring 2 (two) years after the date of registration of transfer of the property sold herewith by the Developer to the first Purchaser, whichever shall occur last, or upon prior election and notification of the termination thereof by the Developer.
- 29.3 The Developer/RESMHOA will only grant the Consent subject to compliance by the Purchaser (hereinafter referred to as the "Owner" for purposes of this clause 29.3) with the following terms and conditions:
- 29.3.1. should the Owner intend to use the services of a property practitioner and not sell through its own means, the Owner shall be obliged to utilise the services of an Accredited Property Practitioner (as defined in the Constitution of the RESMHOA) for the purpose of the marketing and selling of its unit;
- 29.3.2. the Owner is obliged to use the Prescribed Agreement of Sale (as defined in the Constitution of the RESMHOA and which will be available from the website of Redwood Estate Stellenbosch) for any subsequent sale or disposal of the unit herewith sold;
- 29.3.3. the Owner having complied with all the terms and conditions of the Constitution and the governing rules of the RESMHOA, the rules of the Body Corporate and any other conditions that the Developer/RESMHOA may impose from time to time in its sole and absolute discretion.
- 29.3.4. the Owner having paid or having made adequate provision for an administrative fee in respect of the Consent ("**the Consent Fee**") to be paid to the Developer / RESMHOA on date of

registration. The Consent Fee will be market related and will be calculated and determined by the Developer / RESMHOA as stipulated in the Constitution of the RESMHOA.

- 29.4 Notwithstanding receiving any such Consent to resale as contemplated in this clause 29, the Purchaser shall ensure that his guarantees (or finances) shall remain available and in place at all times and shall be obliged to take transfer of his unit.
- 29.5 The restrictive condition as provided for in clause 29.2 above, has been or will be registered by the Developer against the title deed of each property or unit in Redwood Estate Stellenbosch.
- 29.6 In the instance of a Purchaser / an Owner (as the case may be) using the apartment herewith sold as its primary residence, no Consent Fee in respect of this clause 29, will be charged by the Developer or the RESMHOA (as the case may be) and the Developer/RESMHOA may not withhold the Consent, provided that the Purchaser / Owner has complied with all the terms and conditions of the Constitution and the governing rules of the RESMHOA, as well as the rules of the Body Corporate, and has provided the Developer / RESMHOA with an affidavit, to the satisfaction of the Developer / RESMHOA in its sole and absolute discretion, to the effect that the Property was used as the Purchaser's / Owner's primary residence.
- 29.7 For the avoidance of doubt, it is recorded that the Development Period will remain effective for the duration of the time until the Developer has sold all the Erven and Units in the Redwood Estate Stellenbosch development, or within a period expiring within 2 (two) years after the date of registration of transfer of this property to the first Purchaser, whichever is the longer period, or such shorter period as given notice of, irrespective of the possible further selling of the unit to a third-party purchaser or multiple purchasers thereafter.

30. COMPLIANCE CERTIFICATES

The Seller undertakes at its own expense to arrange for the supply of an electrical certificate of compliance, if the unit contains a gas installation or appliances, a gas certificate of compliance, and if the unit is situated in the municipality of Cape Town, a certificate of compliance as contemplated in the City of Cape Town's water by-law of 2010 in respect of the unit.

31. RIGHT OF EXTENSION

It is recorded that the Seller has reserved the right to extend **Oakwood** Sectional Title Scheme in phases, in terms of Section 25 of the Sectional Titles Act. This means that the Seller may build on to the Development at some time in the future. The Purchaser understands and agrees that he might have to endure the inconvenience of on-going construction activities on the site and furthermore accepts that any amenities serving the whole Development, or improvements of the common property may only be constructed with the final phase.

32. COMPANY/CLOSE CORPORATION TO BE FORMED - SURETYSHIP

- 32.1 This clause only applies if the Purchaser is acting on behalf of a company or close corporation which will be formed and which will then be the Purchaser of the unit.
- 32.2 ***In this event, the person signing this document shall be personally liable for all the obligations of the Purchaser, as though he was the purchaser in his personal capacity if;***
- 32.2.1 ***the company or close corporation (as the case may be) on whose behalf he acts is not incorporated (registered) within 45 (FORTY FIVE) days of date of signing of this document; and/or***
- 32.2.2 ***if the company/close corporation fails to adopt and ratify this agreement within 7 (SEVEN) days of date of incorporation (registration).***
- 32.3 ***If the company/close corporation is incorporated and does ratify this agreement in time, the person who signs this agreement shall remain liable to the Seller as surety for and co-principal debtor with the company/close corporation for its obligations as Purchaser in terms of this Agreement, waiving of the benefits of excussion and division.***
- 32.4 ***What this means is that if the company / close corporation does not perform for any reason the***

Seller shall be entitled to hold the person who signs this agreement fully liable for all the Purchaser's obligations in terms of the agreement, including the obligation to pay damages in the event that the agreement is cancelled. The Seller shall also not have to proceed against the company or close corporation first and the Seller may enforce the full agreement and/or claim for damages against the signatory.

33. EXISTING COMPANY/CLOSE CORPORATION/TRUST - SURETYSHIP

- 33.1 In the event of the Purchaser being a company or a close corporation or the trustees for the time being of a trust or any other legal person, the person who signs this agreement for the Purchaser, by his signature hereto, binds himself to the Seller as surety and co-principal debtor in solidum for the Purchaser of all the Purchaser's obligations in terms of this Agreement waiving the benefit of division and excussion.
- 33.2 What this means is that if the Purchaser does not perform for any reason the Seller shall be entitled to hold the person who signs this agreement fully liable for all the Purchaser's obligations in terms of the agreement, including the obligation to pay damages in the event that the agreement is cancelled. The Seller shall also not have to proceed against the company or close corporation or trust first and the Seller may enforce the full agreement and/or claim for damages against the signatory.

34. BOND ORIGINATOR

- 34.1 In the interest of obtaining bond approval as soon as possible, the Purchaser will, where this agreement is subject to the Purchaser obtaining mortgage finance, use the services of PS Mortgages and/or Multinet Proprietary Limited, ("the Nominated Bond Origination Service Provider/s") as mortgage originators, and will forward all documents required by the Nominated Bond Origination Service Provider for the submission of a mortgage bond application with the major banks and agrees that the approved loan be allocated for registration to the conveyancers appointed herein by the Seller. ***This is to the benefit of the Purchaser because the system of mortgage origination, as used by the Seller , and allocation of the bond registration instruction to the conveyancers appointed herein, avoids delays and therefore reduces the price of the Seller's products.***
- 34.2 The Seller may upon request from the Purchaser waive the Purchaser's obligation to use the Nominated Bond Origination Service Provider in instances where it is in the Seller's opinion reasonable to do so, such as in the case of private bank clients who cannot obtain bonds by use of mortgage originators. The Purchaser shall still endeavour to request for the appointment of the conveyancers defined herein, to attend to the registration in the event of such privately obtained bond.
- 34.3 The Seller acknowledges that consent is required to proceed with the home loan application process. The Seller hereby agrees and gives consent to the Nominated Bond Origination Service Provider to process its personal information for purposes relating to the home loan application to be made by the Purchaser who is interested in purchasing the Unit and with whom this Agreement is entered into.
- 34.4 The Purchaser acknowledges that consent is required to proceed with the home loan application process. The Purchaser hereby agrees and gives consent to the Seller and the estate agent/s to sharing this Agreement and the Purchaser's personal information with the Nominated Bond Origination Service Provider for purposes relating to the home loan application to be made by the Purchaser, which consent is more detailed in Schedule "D" attached hereto.

35. SCHEDULES

The attached schedules form part of the agreement between the parties:

- Schedule "A" which sets out the further details of the agreement;
- Schedule "B" being the Plans, which show the **Oakwood** Apartment North & South Block plan (numbered), indicating where the unit and the allocated parking bay, is positioned in the **Oakwood** development, a Parking Bay Allocation List, as well as the unit / apartment type layout plan;
- Schedule "C" being the list of specifications for construction and finishing;
- Schedule "D" being the Purchaser's consent form;
- Schedule "E" being the disclosure schedule in terms of the Property Practitioner's Act, 22 of 2019.

36. TITLE CONDITIONS

The following special conditions imposed by Redwood Estate Stellenbosch (Pty) Ltd in its favour and in favour of Combined Developers (Pty) Ltd and the Oakwood Body Corporate, as well as imposed by the Stellenbosch Municipality and the Developer in favour of Redwood Estate Stellenbosch Master Home Owners' Association, will be registered against the title deed:

1. **“Should this Unit be sold or disposed of in any way during the Development Period, the owner of this Unit shall obtain a written consent of the Redwood Estate Stellenbosch Proprietary Limited, Registration number 2021/651004/07, (the “Developer”), which consent will not be unreasonably withheld. Registration of transfer shall not occur without such consent. The ‘Development Period’ shall be until such time as the Developer has sold all the Erven and Units in the Redwood Estate Stellenbosch development, or within a period expiring 2 (two) years after the date of registration of transfer of this property to the first Purchaser, whichever shall occur last, or upon such prior date of which the Developer issues a notification of the termination thereof to the Redwood Estate Stellenbosch Master Home Owners’ Association.”**
2. **“This Unit shall not be sold or disposed of in any way, nor shall any transfer thereof be registered without the written consent of Combined Developers (Pty) Ltd, Registration number 2008/021866/07, as well as the written consent of the Oakwood Body Corporate, as well as the Redwood Estate Stellenbosch Master Home Owners’ Association, which consents will not be unreasonably withheld.”**

or such other wording with similar intent as the Registrar of Deeds may accept in its exclusive discretion.

*By registering these conditions against the title deed, it allows the Developer, the Body Corporate of **Oakwood** and the RESMHOA to uphold and safeguard the value, standard and condition of the Development as intended, and it ensures compliance by the owners of all the Rules pertaining thereto, which in turn shall also be to the benefit of all the owners within **Redwood Estate Stellenbosch**.*

37. SERVITUDES

- 37.1 Despite the fact that the land and/or buildings comprising the Development may already be subject or entitled to certain servitudes, it is specifically recorded that the unit is sold subject to the right of the Seller, without compensation to the Purchaser, to register further servitudes (whether to benefit or burden the unit) over the land and/or units as and when so required by the Seller, its successors-in-title, any adjacent land owner(s), the body corporate of **Oakwood**, the Redwood Estate Stellenbosch Master Home Owners' Association, or any other appropriate authority.
- 37.2 The Purchaser hereby consents to the registration of any servitudes and agrees to enter into a Notarial Deed of Servitude in general terms when called on to do so, to be registered against the land or the unit; and undertakes to sign, without delay, whatever Power of Attorney, other declaration and/or agreement as may be reasonably required for the registration of such Notarial Deed of Servitude. Upon final determination of servitudes, the Purchaser shall *mutatis mutandis* consent to the registration of such specific servitudes.
- 37.3 The Purchaser acknowledges that the Seller may in future require access and/or services servitudes to be registered over any portion of any private open space in favour of adjoining Erven, in order to accommodate the proper functioning of the Development as a whole. In order to enable the Seller to register the said servitudes, the Purchaser hereby agrees and consents to such registrations. There shall be no consideration payable by either party to the other or to any third party for or in respect of any such servitudes.

38. REDWOOD ESTATE STELLENBOSCH MASTER HOME OWNERS' ASSOCIATION

- 38.1 The unit hereby sold forms part of a phased Development to be known as Redwood Estate Stellenbosch, which will consist of conventional full title erven to be improved with dwellings, as well as a Sectional Title Development, consisting of sectional title units, areas for exclusive use and common property.
- 38.2 The Sectional Title portion within the phased Development, to be known as **Oakwood**, will be controlled by a Body Corporate in the first instance, while the full title freehold erven, will be controlled by a Master Home Owners' Association, herein referred to as the “RESMHOA”.
- 38.3 Members of **Oakwood's** Body Corporate will however also be members of the RESMHOA.

- 38.4 The Purchaser records that it is aware that upon transfer of the Unit into its name, it will also become a member of the RESMHOA and that it shall also be bound to its Constitution and subsequent governing rules, as may be amended from time to time.
- 38.5 The Purchaser records that it assumes liability for contributions to the RESMHOA's administrative and reserve funds, for the current and future administration of the unit from the date of registration onwards.
- 38.6 The Purchaser warrants and undertakes that he/she shall take all such steps which are necessary to remain familiarised and updated with the Constitution, governing rules, regulations and guidelines of the RESMHOA, which the Seller has made available to the Purchaser, by publishing the initial wording thereof on the website of Redwood Estate Stellenbosch.
- 38.7 Insofar as any current special RESMHOA levies are payable in instalments beyond the date of transfer of the unit, the Purchaser shall be responsible for the payment thereof from transfer onwards.

39. SALE OF PURCHASER'S PROPERTY

This agreement is subject to and conditional upon the successful sale of the Purchaser's property situated at:

by no later than midnight on _____. This condition will only be fulfilled if **all the suspensive conditions** to which such sale is subject, **are fulfilled within 30 (THIRTY) days of the aforementioned date**. The registration of transfer of the Purchaser's property shall take place before or simultaneously with the registration of transfer of the unit sold herein.

40. ESCAPE CLAUSE-/ RIGHT OF FIRST REFUSAL / 72 HOUR NOTICE

- 40.1 Should the Seller, prior to the fulfilment of all suspensive conditions of this Agreement, or, prior to delivery of guarantees as required in terms hereof (*delete whichever not applicable) receive another offer, wherein all suspensive conditions have been met and/or in his opinion is a better offer, then the Purchaser and the estate agent (in this sale) must be notified in writing, together with a copy of the other offer.
- 40.2 On receipt of such notice, the Purchaser shall then have 72 hours, excluding weekends, and public holidays from such date, to waive or fulfil any suspensive conditions relating to this sale, thereby binding himself/herself unconditionally to this Agreement, failing which this Agreement will lapse and be of no further force and effect. Should the Purchaser fail to comply with the aforementioned, within the stated time, the Seller shall be entitled to proceed with the other transaction.

41. ROUWKOOP

In the event of the Purchaser cancelling this Agreement on any ground whatsoever (except for cancellation contemporaneous with the breach of this Agreement pursuant to clause 21 herein), the Purchaser shall forfeit its deposit and shall be liable for the Seller's incurred costs and expenses, including without limitation, all commitments to the Seller's appointed Conveyancers, Estate Agents and/or any other Service Provider, all as determined by Seller.

The Purchaser is once again alerted to the fact that by signing this Agreement the Purchaser will, on signature by the Seller, be contractually bound to an agreement with the Seller. The Purchaser should therefore not sign this Agreement until the Purchaser has carefully considered the merits of the Agreement and allowed enough time for this consideration. As already mentioned on the first page of this Agreement the Purchaser must ask for an explanation for any portion of this Agreement which the Purchaser does not understand and preferably get the explanation in writing. The portions of the Agreement that are in bold print are especially important.

SIGNED at _____ on this ____ day of _____ 20____, for and behalf of **THE PURCHASER** who warrants that he/she is duly authorised thereto.

Full name

Signature

Capacity of signatory
(also, as Surety and co-principal debtor if applicable in terms of clause 32 and 33)

ID Number of signatory

PLEASE DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE HAD A PROPER OPPORTUNITY TO READ AND UNDERSTAND THE AGREEMENT. IF YOU DO NOT UNDERSTAND ANY PART OF THE AGREEMENT, ASK FOR AN EXPLANATION. YOUR ATTENTION IS SPECIALLY DRAWN TO THE PORTIONS OF THE AGREEMENT IN BOLD TEXT AS THEY EITHER BRING SPECIAL RESPONSIBILITIES TO YOU OR LIMIT THE OBLIGATIONS OF THE SELLER TO YOU.

The Purchaser's spouse, if the Purchaser is married in community of property or according to the laws of a country other than the Republic of South Africa, by signature hereof accepts the purchase of the unit, and, if a mortgage bond is required, consents to the mortgage of the unit. This is not required if the Purchaser is married out of community of property.

.....
Spouse

.....
Spouse

AS WITNESSES:

1.

Full name

Signature

Capacity of witness

ID Number of witness

2.

Full name

Signature

Capacity of witness

ID Number of witness

I/We, the property practitioner, herewith warranting a valid Fidelity Fund Certificate issued to me in terms of the Property Practitioner’s Act No. 22 of 2019, as at the date of signature hereof and accepting the benefits hereof:

SIGNATURE

NAME OF PROPERTY PRACTITIONER
(Registered as such with the PPRA)

SIGNED at _____ on this ____ day of _____ 20____, for and behalf of **THE SELLER** who warrants that he/she is duly authorised thereto.

Full name

Signature

Capacity of signatory

ID Number of signatory

AS WITNESSES:

1.

Full name

Signature

Capacity of witness

ID Number of witness

2.

Full name

Signature

Capacity of witness

ID Number of witness

SCHEDULE "A"

Further Details to Sale Agreement for Oakwood Sectional Title Scheme

Seller: REDWOOD ESTATE STELLENBOSCH (PTY) LTD
(REGISTRATION NO: 2021/651004/07)

Address: 3rd Floor, Madison Square, Cnr. Carl Cronje & Tygerfalls Blvd,
Tygerfalls, Bellville, 7530.

Email: lynette@tgpconstruction.com

Full names of Purchaser: _____

Residential and Postal
address of Purchaser : _____

Email address: _____

Date of Birth: _____

Identity/Registration No: _____

If not South African:
Nationality: _____

Passport No: _____

Marital Status: Married according to S.A. Law YES/NO

Out of Community of property / In Community of property

Married according to Foreign Law being the Laws of:

[Complete/Delete appropriately]

Date and Place of Marriage: _____

If married in community of property,
full names of Spouse: _____

Telephone Number: (WORK) _____

(HOME) _____

(CELL) _____

(FAX) _____

Purchase price of unit exclusive of VAT: R _____

Vat portion of purchase price: R _____

Total price of transaction, including applicable taxes: R _____

Total Deposit Amount: R _____

Bond Amount: R _____

[if left blank then this agreement shall not be subject to the granting of a bond]

The loan to be finally approved within 30 (thirty) days after signature hereof by the Seller, or such extended date as the Seller in his sole discretion may allow.

Estimate levy per month for Studio Units: R1,400.00 (One thousand four hundred Rand) (inclusive of VAT)

Estimate levy per month for 1 Bed Units: R1,500.00 (One thousand five hundred Rand) (inclusive of VAT)

Estimate levy per month for 2 Bed Units: R1,600.00 (One thousand six hundred Rand) (inclusive of VAT)

Additional levy per month for Data and Telecommunication services: R275.00 (Two hundred and seventy five Rand)
(Please note that this is an estimate amount)

Inclusive/~~exclusive~~ of VAT in an amount of R35.87 (Thirty five Rand and eighty seven cents)

Occupational rental: 0.80% of the purchase price per month: R _____
subject to change and review by the Seller from time to time, in the Seller's sole discretion. The Seller will timeously notify the Purchaser of any change to the occupational rental amount and the Purchaser shall be bound thereto.

The Purchaser must record here, for the record and for the Seller to know, the representations and promises not recorded in the agreement, which have been made to the Purchaser by the Seller and/or the estate agent and/or a person acting on behalf of the Seller which has caused the Purchaser to enter into this agreement:

(If additional space is required, please continue on another page, sign it, and annex it to the agreement)

Purchaser's Questionnaire:

Do you have an income tax reference number and if so, state it		
If you do not have an income tax reference number, then disclose the amount of your income for the last 12 months	R _____	
If you are a non-resident of South Africa, then state your country of residence and your passport number	Country	
	Passport No.	
For what purpose do you intend to use the property / Unit [i.e., primary residence, rental, etc.]		
Are you a registered VAT vendor	YES	NO
If you are a registered VAT vendor, do you intend to claim any tax inputs arising from this transaction. If so, what is your VAT registration number	YES	NO
	No. _____	
How did you hear about the Development?		

The Purchaser hereby acknowledges receipt of a copy of this agreement.

PURCHASER

PURCHASER

SCHEDULE "B"

Architectural Plans of:

1. The numbered Oakwood Apartment North & South Block plan, with the unit's number, indicating its location, encircled, and the parking bay's location indicated by an X, (both initialled), together with a Parking Bay Allocation List initialled, indicating the allocation of the exclusive use areas (parking bays).
2. The Unit / Apartment type Plan Layout (initialled)

SCHEDULE "C"

Specifications for the unit purchased in terms of this agreement:

SCHEDULE "D"**Consent in terms of the Protection of Personal Information Act, Act No 4 of 2013**

I/We, the undersigned Purchaser,

herewith consent to the Seller and the estate agent sharing this Agreement and other personal information with the Nominated Bond Origination Service Provider, as well as the conveyancers nominated herein, for purposes of a pre-qualification and/or home loan application and/or in respect of any other relevant financial products that I/we may be interested in.

The Nominated Bond Origination Service Provider cares about privacy and information security. (For more information about how the Nominated Bond Origination Service Provider protects personal information, please see their privacy policy.)

I/We agree to provide the Nominated Bond Origination Service Provider with certain personal information when I/we communicate with the Nominated Bond Origination Service Provider by email, SMS (or any other electronic means) or telephone and make use of its home loan pre-qualification service, do a credit check through a credit bureau report, when I/we apply for a home loan and/or when I/we elect to make use of its preferred insurance brokerage service.

I/we acknowledge that:

- appropriate advice can only be provided after full disclosure of my/our relevant personal information for purposes of evaluating and advising me/us in respect of my/our home loan application and on suitable financial products in line with my/our objectives;
- the Nominated Bond Origination Service Provider requires relevant personal information to assist me/us with my/our pre-qualification and/or home loan application and/or to accept, issue and service insurance policies that I/we may apply for;
- I/we agree to be informed about the outcome of my/our pre-qualification and/or home loan application and/or in respect of any other relevant financial products that I/we may be interested in;
- I/we agree that for purposes of avoiding delays and reducing costs regarding registration of the property purchased, that the Nominated Bond Origination Service Provider is herewith instructed to request on my/our behalf, that the conveyancers appointed by the Seller herein, also be appointed to attend to the registration of my/our mortgage bond once the loan application has been approved and accepted by myself/ourselves.

I/we agree and give my/our consent to the Nominated Bond Origination Service Provider to process my/our personal information for the purposes relating to any pre-qualification and/or home loan application made by it and agree that the Nominated Bond Origination Service Provider may share this information for this purpose with companies within its *Group, and/or with *Financial Institutions, registered credit providers as well as its other service providers and including the conveyancers to be appointed to attend to registration of the approved mortgage bond.

I/we agree and give my/our consent to the Nominated Bond Origination Service Provider to share any reasonable information concerning the home loan application process, including but not limited to sharing a copy of the home loan grant with a ***Third Party:

I consent **I do not consent** (tick the appropriate box)

I/we further acknowledge that the services provided by the Nominated Bond Origination Service Provider are not intended to be financial, tax or legal advice and should not be construed as such. The Nominated Bond Origination Service Provider and their service partners are not financial planners, brokers or tax advisers. My/Our personal financial situation is unique, and it remains my/our responsibility, given my/our financial and other individual circumstances, to use any information and advice obtained through these services appropriately and responsibly when implementing my/our decisions. Before making any financial decisions or implementing any financial strategy, I am/we are aware that I/we should obtain advice from my/our accountant or other financial advisor who are fully aware of my/our individual circumstances and I am/ we are aware never to take up a home loan that will stretch my/our repayment capacity to its maximum.

Signature _____

Name of the Signatory _____

Signature _____

Name of the Signatory _____

Date _____

* "Financial Institution(s)" means ABSA Bank, First National Bank, Nedbank, Standard Bank, where necessary Investec.

** "Group" means BetterLife Group Ltd and its subsidiaries, including internal systems e.g., DealMaker, which is used to process the personal information and to submit to the financial institutions.

*** "Third party" means the financial institution and/or its representatives, the property practitioner, the Developer, the conveyancers and/or any third party, including but not limited to the lead provider dealing with the Property that I am/we are purchasing.

SCHEDULE "E"**Disclosure In Terms of The Property Practitioners' Act, Act No 22 Of 2019****Immovable Property Condition Report****1 Disclaimer**

This condition report concerns the Property sold herewith and identified in clause 1 of this Deed of Sale. This report does not constitute a guarantee or warranty of any kind by the Seller of the Property or by the property practitioner representing the Seller in this transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the Property.

2 Definitions

In this form -

- 2.1 "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and
- 2.2 "defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the Property, that would or could significantly impair or impact upon the health or safety of any future occupants of the Property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

3 Disclosure of information

The Seller of the Property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the Property may rely on such information when deciding whether, and on what terms, to purchase the Property. The Seller hereby authorises the appointed property practitioner marketing the Property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the Property.

4 Provision of additional information

The Seller represents that to the best of its knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the Seller have responded to any of the statements with a "yes", the Seller shall be obliged to provide, in the additional information area of this form, a full explanation as to the response to the statement concerned.

5 Statements in connection with Property

	YES	NO	N/A
I am aware of the defects in the roof			N/A
I am aware of the defects in the electrical systems			N/A
I am aware of the defects in the plumbing system, including in the swimming pool (if any)			N/A
I am aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers			N/A
I am aware of the defects in the septic or other sanitary disposal systems			N/A

I am aware of any defects to the Property and/or in the basement or foundations of the Property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps			N/A
I am aware of structural defects in the Property			N/A
I am aware of boundary line dispute, encroachments or encumbrances in connection with the Property			N/A
I am aware that re-modelling and refurbishment have affected the structure of the Property			N/A
I am aware that any additions or improvements made to, or any erections made on the Property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained.	YES		

I am aware that a structure on the Property has been earmarked as a historic structure or heritage site		NO	
ADDITIONAL INFORMATION			

6 Seller's certification

The Seller hereby certifies that the information provided in this report is, to the best of the Seller's knowledge and belief, true and correct as at the date when the Seller signs this report.

7 Certification by person supplying information

If a person other than the Seller of the Property provides the required information, that person must certify that he/she is duly authorised by the Seller to supply the information and that he/she has supplied the correct information on which the Seller relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

8 Notice regarding advice or inspections

Both the Seller as well as potential buyers of the Property may wish to obtain professional advice and/or to undertake a professional inspection of the Property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

9 Buyer’s acknowledgement

The prospective buyer acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliant aspects concerning, the Property.

The prospective buyer acknowledges receipt of a copy of this statement.

10 Signatures

Signed at _____ on _____

Signature of Seller _____

Signature of Purchaser _____

Signature of property practitioner _____