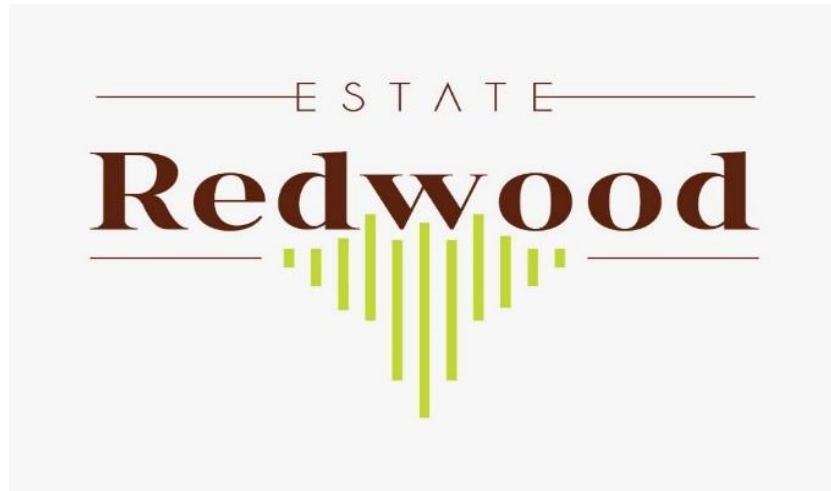


DEED OF SALE  
FOR AN ERF IN THE DEVELOPMENT KNOWN AS



ENTERED INTO BY AND BETWEEN

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

(Seller)

and

\_\_\_\_\_  
(Purchaser)

PROVISIONAL ERF NO. \_\_\_\_\_, **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 this Agreement have been printed in ***bold italics*** to specifically draw the Purchaser's attention to these clauses as they either:

- limit in some way the risk or liability of the Seller or any other person;
- 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
- is an 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 this 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 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 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) | Agreement                | means | this Agreement of sale for the Erf;   |
| b) | apartment(s)/unit(s)     | means | such Sectional Title Unit(s) as the Developer may wish to develop in a later phase or phases of this Development as it may in its exclusive discretion determine, subject always to the planning requirements of the Local Authority; |
| 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:<br>Account Name: Van Zyl Kruger Inc Trust<br>Bank: Standard Bank<br>Branch: Tyger Manor<br>Branch code: 00051001<br>Account No.: 071 976 760; |
| e) | buildings                | mean  | buildings to be constructed constituting 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 to be constructed upon the land;

- f) Building Contractor means Redwood Estate Stellenbosch (Pty) Ltd, (Registration Number: 2021/651004/07), as described in the building rules and regulations under the Constitution, for undertaking the Development’s construction, as set out further herein;
- g) 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;
- h) deposit means the deposit payable by the Purchaser on signature hereof and referred to in this Agreement and Schedule “A;”
- i) dwelling means the dwelling that is to be constructed on the Erf by the Purchaser in terms of the Building Agreement as provided for in clause 10 of this Agreement, as it relates to the Purchaser and in its plural form refers to all the dwellings constructed within the Development, but excludes any apartments;
- j) the Development means the land and the buildings built/to be built on the land to be known as “Redwood Estate Stellenbosch,” comprising a full title Erven component to be developed in phases, but also incorporating a Sectional Title development to be known as “Oakwood,” also to be developed in phases;
- k) Development Period means such period as defined in the Constitution, and as referenced in clause 19 hereof;
- l) Erf means the vacant unimproved land portion hereby sold, or to an erf in this Development and in its plural form refers to all erven in the Development;
- m) estate agent/s or agent(s) mean Appleman Trading and Investments CC with Registration Number: 2007/048452/23, trading as YourHouse PropertyLink Proprietary Limited, Registration Number 2022/506322/07 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 and Cape Gannet Properties 273 Proprietary Limited with Registration Number: 2007/025390/07 trading as Harcourts Dunn, all registered as property practitioners with the Property Practitioners’ Regulatory Authority (the PPRA”) (also referred to herein as the “property practitioner(s)“);
- n) General Plan means one or more General Plans of Subdivision as has been approved of by the Surveyor General which indicates the final Erf number and extent of the Property, which plan/s will substantially correlate with the Plans of the Development (Annexure “B”). A correlation certificate by the land surveyor submitting such General Plan will suffice as correlating the description of the Property in this Agreement with the final Erf number allocated

thereto;

- o) initial wording means with reference to the Constitution and the 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;
- p) land means the land on which the Development, of which the Erf herewith sold, forms a part, is to be developed, being portion 29 of the Farm Cloetesdal No. 81, Stellenbosch Division, Western Cape Province;
- q) Levy / Levies means the contribution(s) payable by the Purchaser to the Redwood Estate Stellenbosch Master Home Owners' Association, as contemplated in its Constitution, which may include utility-related and/or meter reading charges;
- r) Local Authority means Stellenbosch Municipality, or any local authority that may succeed it as the local authority which has jurisdiction over the Redwood Estate Stellenbosch Development, from time to time;
- s) Plans mean the Site Development Plan and the Layout Plan annexed hereto as Schedule "B" which show the Development;
- t) Property means the vacant Erf sold hereby;
- u) purchase price means the total purchase price as per Schedule "A";
- v) Purchaser means the purchaser as defined in Schedule "A";
- w) RESMHOA means the Redwood Estate Stellenbosch Master Home Owners' Association;
- x) Rules mean all governing rules imposed by the Redwood Estate Stellenbosch Master Home Owners' Association comprising the management and conduct rules, the building rules and regulations, as well as the architectural and environmental guidelines in terms of the Constitution, which will be substantially similar to that as is contained in the initial wording;
- y) Seller / Developer means Redwood Estate Stellenbosch (Pty) Ltd (Registration Number: 2021/651004/07);
- z) the Schedules mean the Schedules annexed hereto respectively marked "A", "B," "C," "D," "E," "F" and "G."
- aa) 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, plural 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 this Agreement shall include this 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.

## **PREAMBLE**

The Seller is or will become the registered owner of the land and will be able to pass transfer of an Erf to the Purchaser.

The Seller has applied, or shall as soon as is legally possible apply, for the approval of the Development in terms of the Acts and for the approval of the subdivision in terms of the Bylaws of Stellenbosch Municipality in respect of this Development.

The Purchaser wishes to purchase an Erf in the Development from the Seller, who wishes to sell an Erf to the Purchaser, upon the terms and conditions as recorded below.

What the above means is that the Purchaser will become the owner of a freestanding Erf, whereupon a dwelling will be constructed, and will be a co-owner, along with all other owners of Erven and units, of all the common amenities, and the land not built upon, in the Development (herein referred to as the "Redwood Estate Stellenbosch Master Home Owners' Association").

### **1. SALE**

The Seller sells to the Purchaser who purchases the following Property:

Provisional Erf No: \_\_\_\_\_, in the Development known as Redwood Estate Stellenbosch, situated on portion 29 of the Farm Cloetesdal No. 81, Stellenbosch Division, Western Cape Province, as depicted on the provisional Plans attached hereto.  
(hereinafter referred to as 'the Property')

### **2. 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%] increasing or decreasing after date of signature of this Agreement, and in the event that such increase or decrease is applicable to this Agreement, the purchase price will be increased or decreased accordingly.

### **3. PAYMENT OF PURCHASE PRICE**

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

3.1.1 A deposit of R\_\_\_\_\_ (\_\_\_\_\_ Rand) shall be paid to the conveyancers in cash or by bank guaranteed cheque or by electronic funds transfer, into the attorneys' trust account, as follows:

3.1.1.1 R10 000.00 (ten thousand Rand) on signature of this Agreement by the Purchaser;

3.1.1.2 Balance of the deposit upon date of fulfilment of all suspensive conditions in this Agreement.

3.1.2 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 3.1.3 below.

3.1.3 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).***

3.1.4 The balance of the purchase price shall be secured as set out in clause 4 below and shall together with the deposit, be paid to the Seller against transfer of the Property to the Purchaser.

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

#### 4. GUARANTEE FOR BALANCE OF PURCHASE PRICE

4.1. 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 3.1.3 above, and/or with a bank or other guarantee acceptable to the Seller.

4.2. This cash payment 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.

4.3. Where this 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 7 is deemed to be fulfilled, as envisaged in clause 7.2.

4.4. A bank guarantee is a letter of undertaking which South African banks are able to 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 13. The remedies as provided for in clause 13 shall in such instance be immediately available to the Seller.

#### 5. POSSESSION AND DELIVERY, OCCUPATION, RISK AND BENEFIT

5.1 Vacant occupation of the Property shall be given to the Purchaser on date of registration of transfer. ***On this day, the Property will be deemed to have been delivered to the Purchaser.***

5.2 ***On occupation of the Property, the risk of ownership thereof shall pass to the Purchaser, from which date he shall receive all benefits from and be responsible for all rates, taxes and other charges levied upon the Property (including Levies due to the applicable home owners' association) plus Value Added Tax ("VAT") thereon, if applicable. What this means is that as from this date the Purchaser will be responsible for anything that might happen to the Property and be responsible for all costs relating to the Property as if the Purchaser was already the registered owner.***

5.3 The Purchaser knows that the Property 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 dwelling is to be constructed, or should the Development lose its commercial feasibility, or should

insufficient sales of Erven and 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. TRANSFER AND COSTS

- 6.1. Transfer shall be effected by the Seller's appointed conveyancers, as soon as possible. The Seller accordingly undertakes to do everything reasonably possible to register the subdivisional General Plan(s) as soon as is legally possible. It is recorded that the subdivisional General Plan(s) must be drawn by a land surveyor which can only be done on final approval of all subdivisional conditions. Thereafter this General Plan(s) must be approved by the Surveyor General and registered in the Deeds Office.
- 6.2. Transfer of the Erf shall be attended to by VZK Incorporated, the firm of attorneys and conveyancers as defined and appointed by the Seller 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 bond registration costs as set out in this clause 6.2.

***Should the Purchaser be registering a bond over the Property 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 the 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 bond registrations fees, whether payable to the conveyancers, or not at all in the event of the Purchaser not requiring a bond at all..

- 6.3. ***The Purchaser shall on demand pay all bond registration costs and all charges incidental thereto and shall on demand sign all transfer, loan applications and mortgage bond registration documents.*** The transfer costs are included in the purchase price.
- 6.4. The Purchaser shall accept transfer of the Property subject to all conditions, Rules and servitudes benefiting or burdening the Property, 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 Erf number of the Property bought in terms hereof.

## 7. MORTGAGE BOND – SUSPENSIVE CONDITION

- 7.1 This Agreement is subject to the suspensive condition that a bank grants in writing on its normal terms and conditions a loan or loans secured by a mortgage bond or bonds over the Property for an amount as indicated in Schedule "A" or such lesser amount as the Purchaser may accept to enable him to perform in terms of this Agreement, by no later than 30 (thirty) days after the Seller has signed this Agreement or such later date as the Seller in his sole discretion may allow. 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 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.
- 7.2 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.
- 7.3 In the event that this suspensive condition is not fulfilled, this Agreement shall lapse and be of no further force and effect.
- 7.4 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 Seller's 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.

- 7.5 Should the Purchaser endeavour to obtain a mortgage loan of its own accord, and no loan application has been finalised within 5 (five) days from signature of this Agreement, the full Purchase Price shall be deemed to be payable in cash by the Purchaser.

## 8. REDWOOD ESTATE STELLENBOSCH MASTER HOME OWNERS' ASSOCIATION

- 8.1. The Property 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 apartments, areas for exclusive use and common property.
- 8.2. 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.
- 8.3. Members of **Oakwood's** Body Corporate will however also be members of the Master Home Owners' Association.
- 8.4. The Purchaser acknowledges therefor that a Home Owners' Association, to be known as the Redwood Estate Stellenbosch Master Home Owners' Association, ("RESMHOA") will be established to regulate, control and manage the common interests of the owners of properties in the Development. On registration of transfer the Purchaser will become a member of the RESMHOA and be bound by its Constitution.
- 8.5. 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 Erf from the date of registration onwards.
- 8.6. The Purchaser specifically acknowledges that as from date of registration of the Property into his name, it will also become a member of the RESMHOA and that it shall also be bound to its Constitution and subsequent Rules, as may be amended from time to time, as well as be liable for Levies plus VAT thereon, an estimate of which is detailed in Schedule "A", as well as any utility-related or meter reading charges.
- 8.7. **The Seller reserves the right to install fibre optic communication or any other data and/or voice communication services in the Development as well as a network to serve each individual Erf and unit within the 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 Home Owners' Association for these services. The Purchaser specifically acknowledges that he/she will be liable for this additional Levy plus VAT thereon, an estimate of which is detailed in Schedule "A."**
- 8.8. Until the Levies are formally determined by the RESMHOA the Levies shall be deemed to be the amount determined by the managing agent referred to in clause 23 below.
- 8.9. 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.



- 8.10. 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 Property from the date of registration onwards
- 8.11. Insofar as any current special RESMHOA Levies are payable in instalments beyond the date of transfer of the Property, the Purchaser shall be responsible for the payment thereof from transfer onwards.
- 8.12. ***The Purchaser herewith acknowledges that he/she has read a copy of the draft proposal with the initial wording of the Constitution of the Redwood Estate Stellenbosch Master Home Owners' Association, as published on the website of Redwood Estate Stellenbosch, and understands the contents thereof.***

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**Purchaser**

- 8.13. The Purchaser warrants and undertakes that he/she shall take all such steps which are necessary to remain familiarised and updated with the initial wording of the Constitution and Rules of the RESMHOA, which the Seller has made available to the Purchaser, by publishing it on the website of Redwood Estate Stellenbosch.
- 8.14. The Purchaser must get the written consent of the RESMHOA when it sells this Property, and the next owner must also get consent if it in turn sells the Property. The deeds office will not transfer the Property without the consent(s) as further detailed in clause 19 and clause 20 below.

## **9. STATUTORY APPROVALS**

- 9.1. ***The Purchaser is aware that the Property 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 Property to the Purchaser; including, but not limited to, approval of the Site Development Plan, the subdivisional General Plan, building plans, a Homeowners' Association Constitution and architectural and landscaping / gardening guidelines of the intended Development, of which the Property forms part, which may be pending, and/or amended before being finally approved. The Purchaser acknowledges that the town planning and environmental approvals have already been obtained.***
- 9.2. ***It is a suspensive condition in favour of the Seller, in its absolute discretion, that should the required 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:***
- 9.2.1. ***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 and the Parties shall have no further claim of whatsoever nature against each other; or.***
- 9.2.2. ***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 this 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.***
- 9.3. **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 Plans of the Development, on or before 1 December 2023. If this condition is not fulfilled within a reasonable time, then the Seller will be entitled to its remedies as set out in clause 9.2.1 above.**
- 9.4. **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. BUILDING AGREEMENT – SUSPENSIVE CONDITION

The Purchaser acknowledges that the Property is sold on a 'plot and plan' basis and that this Agreement is subject to the Purchaser, simultaneously with the signing hereof, entering into a building agreement with the Building Contractor. In the event that this suspensive condition is not fulfilled, this Agreement shall lapse and be of no further force or effect.

## 11. PURCHASING AS A LEGAL ENTITY

### 11.1. COMPANY/CLOSE CORPORATION TO BE FORMED - SURETYSHIP

11.1.1. 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 Property.

11.1.2. 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;

- i. 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
- ii. if the company/close corporation fails to adopt and ratify this Agreement within 7 (SEVEN) days of date of incorporation (registration).

11.1.3. 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.

11.1.4. ***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, including the obligation to pay damages if this 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.***

### 11.2. EXISTING COMPANY/CLOSE CORPORATION/TRUST - SURETYSHIP

11.2.1. In the event of the Purchaser or Seller being a Company, Close Corporation or Trust the signatory hereto by virtue of his signature hereunto warrants that he is duly authorised by such Company, Close Corporation or Trust to enter into this Agreement and that this Agreement is binding upon and enforceable against such Company, Close Corporation or Trust. The signatory for and on behalf of the Purchaser or Seller as the case may be hereby binds himself/herself in his/her personal capacity as surety to and in favour of the party to whom any obligation is owed in terms hereof for the obligation/s of the party so owing the obligation and waiving the benefit of excussion.

11.2.2. ***What this means is that if the Purchaser cannot pay, the person who signs for the Purchaser will have to personally pay and shall be held fully liable for all the Purchaser's obligations in terms of this agreement, including the obligation to pay damages if this Agreement is cancelled. The Seller shall also not have to proceed against the company, close corporation, or trust first and the Seller may enforce the full agreement and/or claim for damages against the signatory.***

## 12. SERVITUDES

The Purchaser acknowledges that the Seller may in future require access and/or services servitudes to be

registered over the 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 any such servitudes.

### 13. DEFAULT / BREACH

13.1 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 obliged) without prejudice to any other rights or remedies which it may have in law, including the right to claim damages:

13.1.1 to cancel this Agreement and claim damages; or

13.1.2 to claim immediate performance and/or payment of all the defaulting party’s outstanding obligations in terms hereof and claim damages.

13.2 Upon cancellation by virtue of breach, 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, and/or all amounts paid towards the contract sum in terms of the building agreement (as envisioned in terms of clause 10), as reasonable pre-estimated damages in addition to the further rights set out in the breach paragraph above.***

13.3 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.

13.4 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.***

13.5 If the Seller becomes entitled and elects to cancel this Agreement after the Purchaser has taken occupation of the Property, then the Purchaser shall notwithstanding that this Agreement may well be validly cancelled 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 of this Agreement.

13.6 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.

13.7 Notwithstanding the above provisions, neither party shall be entitled to cancel this 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 this Agreement if the period given to perform is reasonable in the circumstances.

### 14. CHOSEN ADDRESSES FOR SERVICE OF NOTICES

14.1 The Parties hereby choose the following addresses as the addresses at which they will accept all notices including legal notices and summonses:

14.1.1 the Seller care of the conveyancers.

14.1.2 the Purchaser at the address recorded in Schedule "A" hereto.

- 14.2 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" attached hereto or sent by e-mail to the e-mail address also recorded in Schedule "A".
- 14.3 In case of any notice sent by prepaid registered post, it shall be deemed to have been received on the 4<sup>th</sup> (fourth) business day after posting.
- 14.4 If the document is sent in any other way, it must be received by the addressee to be effective notice.
- 14.5 This paragraph shall not affect the provisions of any other law which deals with the service of documents issued by any court.

## 15. DIRECT MARKETING COOLING OFF RIGHT

- 15.1 In terms of section 16 of the Consumer Protection Act if this sale has resulted from direct marketing by the Seller or its agents 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.
- 15.2 The Seller is not prepared to enter into this Agreement with any Purchaser if the transaction has resulted from direct marketing. ***By signing this Agreement, the Purchaser warrants that this transaction has not resulted from direct marketing and the Seller enters into this transaction relying entirely upon such a warranty.***
- 15.3 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.

## 16. GENERAL AND SPECIFIC RELEVANT WARRANTIES

- 16.1 ***All the terms of this Agreement between the parties are recorded in this written contract. No variation of this Agreement and no cancellation shall be binding on the parties unless such variation or cancellation is in writing and signed by the parties hereto.***
- 16.2 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 right under this Agreement, it will not amount to waiver of such a right, and it shall also not be regarded as creating a new or varied Agreement.
- 16.3 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.
- 16.4 ***If there is more than one Purchaser in terms of this Agreement, they shall each be fully liable for all of 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.***
- 16.5 The Purchaser records, in the space provided in Schedule "A", any representations and promises which have been made to him by the Seller and/or the 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.
- 16.6 ***The Purchaser warrants that no other representations have been made to him which have***

**caused the Purchaser to enter into this Agreement and that this document contains the entire Agreement between the parties.**

- 16.7 Both parties agree that the personal information reflected in Schedule "A" annexed hereto is deemed to be, and constitutes, an integral part of this Agreement. By signing this Agreement each party warrants and certifies that all such information relating to him is true and correct.**
- 16.8 The Purchaser furthermore warrants that the Purchaser has not been introduced to the Seller or the Property by any other agency/agent other than Appleman Trading and Investments CC with Registration Number: 2007/048452/23, trading as YourHouse PropertyLink Proprietary Limited, Registration Number 2022/506322/07, or its appointed agent, or Harcourts Winelands Proprietary Limited, Registration Number 2014/038556/07, or by Cape Gannet Properties 273 Proprietary Limited with Registration Number: 2007/025390/07 trading as Harcourts Dunn. If this is not true, the Purchaser will be required to pay the commission claimed by any other agent.**
- 16.9 The Purchaser furthermore warrants that the Purchaser has not informed the Seller of the use to which the Purchaser intends to put the Property to, and that the Seller will accordingly assume that it is to be used for ordinary residential purposes.**
- 16.10 The Purchaser warrants that the Purchaser is not currently and until transfer of the Property to the Purchaser, will not be in default of any income or other tax law obligations to the South African Revenue Service which will serve to delay the obtaining of a transfer duty receipt / exemption certificate from the South African Revenue Service or serve to cause the financial institution granting mortgage finance to the Purchaser (if applicable) to withdraw the mortgage finance offered.**
- 16.11 The Property is sold voetstoots as it stands, subject to all existing conditions, servitudes, ground conditions and town planning schemes applicable to the Property. The Seller shall not be held liable for any defects in the Property, whether latent or otherwise and the Purchaser will have no claim against the Seller for any material deficiency in the size of the Property, which may later be revealed.**
- 16.12 The Purchaser acknowledges that the final Plans have not yet been approved and that and that minor amendments may be affected to the Plans regarding the description, extent and layout of the Property. The parties agree that a difference of 5% (five percent) or less in the extent of the Property shall not amount to breach of this Agreement by the Seller and the Purchaser shall have no claim for compensation for any such shortfall. Should the difference in extent be greater than 5% the Purchaser shall not be entitled to cancel this Agreement. Should the extent in such instance be less than as indicated on the Plans, the Purchaser shall however be entitled to a proportionate reduction of the purchase price, calculated in accordance with this clause, in the event that the extent is smaller.**
- 16.13 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.**
- 16.14 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.**
- 16.15 By signing this Agreement, each party hereby warrants and confirms that the meaning and consequences of all the provisions of this Agreement were explained to them prior to signature hereof.**

## 17. COMMISSION

- 17.1 Commission shall be payable to the estate agent by the Seller on registration of transfer of the Property to the Purchaser in the amount as agreed between the Seller and the estate agent.
- 17.2 The Seller shall not be liable to pay the estate agent commission before registration of transfer of the Property has taken place. However, should this Agreement be cancelled by virtue of the Purchaser's breach, the Purchaser shall be liable for the full commission (both in terms of this Agreement as well as the building agreement, as envisioned in clause 10, if applicable) and the estate agent shall be entitled to recover same from the Purchaser.

## 18. BOND ORIGINATOR

- 18.1. 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 RB Home Loans, ("the Nominated Bond Origination Service Provider") as a mortgage originator, 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.***
- 18.2. The Seller will release the Purchaser's contact details and the signed Agreement to The Nominated Bond Origination Service Provider as part of the bond approval process. The Purchaser will then be contacted by the Nominated Bond Origination Service Provider to obtain further required information.
- 18.3. **Should the Purchaser fail to make use of the services of the Nominated Bond Origination Service Provider and obtain a bond from another recognized financial institution, then the Purchaser shall pay a penalty equal to 1% (one percent) of the purchase price before transfer and on demand from the Seller.** No penalty will be payable by the Purchaser where the Nominated Bond Origination Service Provider has failed to obtain a mortgage bond for the Purchaser on terms acceptable to it.
- 18.4. 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.
- 18.5. The Seller acknowledges that consent is required to proceed with the home loan / building 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 Property and with whom this Agreement is entered into.
- 18.6. The Purchaser acknowledges that consent is required to proceed with the home loan / building 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 "C" attached hereto.

## 19. TITLE CONDITIONS

The following special conditions, imposed by the Developer, as well as the following special condition imposed by the Stellenbosch Municipality and the Developer in favour of the RESMHOA, will be registered

against the title deed of the Property, namely:

1. **“This Erf shall not be sold or disposed of in any way, nor shall any transfer thereof be registered without the written consent of Redwood Estate Stellenbosch Proprietary Limited, Registration number 2021/651004/07, (the “Developer”) during the Development Period, which consent will not be unreasonably withheld. 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 Erf shall not be sold or disposed of in any way, nor shall any transfer thereof be registered without the written consent of the Redwood Estate Stellenbosch Master Home Owners’ Association, which consent will not be unreasonably withheld.”**

*By registering these conditions against the title deed of the Property, it allows the Developer and the RESMHOA to uphold and safeguard the 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 the owners within **Redwood Estate Stellenbosch**.*

## 20. CONDITIONS APPLYING UPON RESALE

- 20.1 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.
- 20.2 No Purchaser is allowed to sell or in any way dispose of the Property purchased in this Agreement, except in favour of the Bank where the Purchaser has breached the loan agreement with the Bank and except with the prior written consent thereto (the “Consent”) by the Developer, during the Development Period, or the RESMHOA after lapsing thereof. 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 Erven and apartments in the Development, or within a period expiring 5 (five) 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.
- 20.3 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 20.3) with the following terms and conditions:
  - 20.3.1. the Owner is 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 Property;
  - 20.3.2. 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 Property herewith sold;
  - 20.3.3. the Owner having complied with all the terms and conditions of the Constitution and governing rules of the RESMHOA and any other conditions that the Developer/RESMHOA may impose from time to time in its sole and absolute discretion.
  - 20.3.4. the Owner having paid or having made adequate provision for a 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 calculated by the Developer /RESMHOA as stipulated in the governing rules of the RESMHOA.

- 20.4 Notwithstanding receiving any such Consent to resale as contemplated in this clause 20, the Purchaser shall ensure that his guarantees (or finances) shall always remain available and in place and shall be obliged to take transfer of his Property.
- 20.5 The restrictive condition as provided for in clause 20.2 above, has been or will be registered by the Developer against the title deed of each Erf or unit in Redwood Estate Stellenbosch.
- 20.6 In the instance of a Purchaser / an Owner (as the case may be) using the Property herewith sold as its primary residence, no Consent Fee in respect of this clause 20, 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 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.
- 20.7 For the avoidance of doubt, it is recorded that the Development Period will remain effective for the duration of the 5 (five) year period, or such shorter period, as contemplated herein, irrespective of the possible further selling of the Property to a third-party purchaser or multiple purchasers thereafter.

## 21. SERVITUDES

- 21.1 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 Property is sold subject to the right of the Seller, without compensation to the Purchaser, to register further servitudes (whether to benefit or burden the Erf) over the land and/or erven 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.
- 21.2 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 Property; 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.

## 22. JURISDICTION AND LEGAL COSTS

- 22.1 ***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.***
- 22.2 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.
- 22.3 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.
- 22.4 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.



**23. 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 first transfer of any property within the Development to any purchaser. 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.

**24. WORK IN PROGRESS, RISK AND INDEMNITY**

24.1 The Purchaser acknowledges that on the date of transfer 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.

24.2 The Purchaser consents to such building work continuing until the Development is fully built and finally completed.

24.3 ***The Purchaser acknowledges that the on-going building work will create a 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**

**25. 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 Property sold herein.

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

26.1 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 or the Agent (in this sale) must be notified in writing, together with a copy of the other offer.

26.2 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.

**27. 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 13 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.

**28. FINANCIAL INTELLIGENCE CENTRE ACT 38 OF 2001 ("FICA")**

- 28.1 Both the Seller and the Purchaser acknowledge and agree to comply with the requirements of the Financial Intelligence Centre Act (FICA) and any relevant regulations or guidelines issued thereunder, as applicable in the Republic of South Africa.
- 28.2 The Seller and the Purchaser agree to provide any necessary information, documents, or records as required by FICA or any other applicable anti-money laundering or counter-terrorism financing laws, regulations, or requirements.
- 28.3 Furthermore, the Seller and the Purchaser agree to cooperate fully and promptly with each other to ensure compliance with FICA obligations, including but not limited to the verification of identities, the reporting of suspicious transactions, and the retention of records.
- 28.4 In the event of any non-compliance with FICA obligations, the party at fault shall be solely responsible for any resulting consequences, penalties, fines, or liabilities imposed by the relevant authorities.
- 28.5 The attached Schedule "F" is the mandatory Purchaser's FICA Declaration in respect of the Property, of the Financial Intelligence Centre Act, which must be fully completed and bear the necessary signatures.

**29. PROPERTY PRACTITIONERS ACT 22 OF 2019 ("PPA")**

The attached Schedule "D" is the obligatory disclosure form for the Property, as stipulated by section 67 of the Property Practitioners Act 22 of 2019, which must be fully completed and bear the necessary signatures.

**30. SCHEDULES**

The attached Schedules form part of this Agreement between the parties:

- Schedule "A," which sets out the further details of this Agreement;
- Schedule "B," the Site Development Plan;
- Schedule "C," being the Purchaser's consent form;
- Schedule "D," being the disclosure schedule in terms of the Property Practitioner's Act, 22 of 2019.
- Schedule "E", being the Purchaser's consent form in terms of the Protection of Personal Information Act 4 of 2013;
- Schedule "F", being the FICA Declaration in terms of the Financial Intelligence Act No. 38 of 2001;
- Schedule "G", being the Payment Protocols Form.

**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 11)

\_\_\_\_\_  
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 Property, and, if a mortgage bond is required, consents to the mortgage of the Property. This is not required if the Purchaser is married out of community of property.

.....  
Full name of Spouse

.....  
Spouse's signature

**AS WITNESSES:**

1.

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Capacity of witness

\_\_\_\_\_  
ID Number of witness

2.

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Capacity of witness

\_\_\_\_\_  
ID Number of witness

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

**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:**

\_\_\_\_\_  
Name of Property Practitioner  
(Registered as such with the PPRA)

\_\_\_\_\_  
Signature

## SCHEDULE "A"

### Further Details to Sale Agreement for purchase of an Erf in Redwood Estate Stellenbosch

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

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

E-mail: kaylin@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 Numbers: (WORK) \_\_\_\_\_

(HOME) \_\_\_\_\_

(CELL) \_\_\_\_\_

(FAX) \_\_\_\_\_

Purchase price of Property (inclusive of VAT): R \_\_\_\_\_

Extra for bigger Erf (inclusive of VAT): R \_\_\_\_\_

**Total purchase price:** R \_\_\_\_\_

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 45 (forty five) days after signature hereof by the Seller, or such extended date as the Seller in his sole discretion may allow.**

Estimate Levies per month: R1, 400.00 (One thousand four hundred Rand)

Inclusive of VAT in an amount of R182.61 (One hundred and eighty two Rand and sixty one cents)

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 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, any representations and promises not recorded in this Agreement, which have been made to the Purchaser by the Seller, agent or any person acting on behalf of the Seller, which have caused the Purchaser to enter into this Agreement:

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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 [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 this Development?		

**The Purchaser hereby acknowledges receipt of a copy of this Agreement.**

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
PURCHASER

## **SCHEDULE "B"**

**The Site Development Plan for Redwood Estate Stellenbosch which depicts the location of the property (marked with X and initialled)**



## SCHEDULE "C"

### Consent in terms of the Protection of Personal Information Act

I/We,

the undersigned Purchaser,

herewith consent to the Seller and the 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 your privacy and information security. (For more information about how The Nominated Bond Origination Service Provider protects your personal information, please see their privacy policy.)**

I/we agree to provide the Nominated Bond Origination Service Provider with certain personal information when I communicate with it 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 the BetterSure insurance brokerage service.

I/we acknowledge that:

- appropriate advice can only be provided after full disclosure of my 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 objectives;
- the Nominated Bond Origination Service Provider requires relevant personal information to assist me/us with my 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, to request that the Nominated Bond Origination Service Provider is herewith instructed to request on my behalf, that the conveyancers appointed by the Seller herein, also be appointed to attend to the registration of my mortgage bond once the loan application has been approved and accepted by myself/ourselves.

I/we agree and give 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 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 responsibility, given my financial

and other individual circumstances, to use any information and advice obtained through these services appropriately and responsibly when implementing my decisions. Before making any financial decisions or implementing any financial strategy, I am aware that I should obtain advice from my accountant or other financial advisor who are fully aware of my individual circumstances and I am aware never to take up a home loan that will stretch m 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 "D"

### Disclosure In Terms of The Property Practitioners' Act, 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 disputes, encroachments, or encumbrances in connection with the Property		NO	
I am aware that remodelling 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.			N/A

I am aware that a structure on the Property has been earmarked as a historic structure or heritage site		NO	
<b>ADDITIONAL INFORMATION</b>			
The Purchaser acknowledges that the property sold herewith, is still vacant land.			

## 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 \_\_\_\_\_

### SCHEDULE "E"

#### PROTECTION OF PERSONAL INFORMATION (POPIA):

The personal information about the Seller and Purchaser provide in this Offer to Purchase which after acceptance by the seller/sand fulfilment of the suspensive conditions/s, constitutes an Agreement of Sale is necessary for the Agent to verify and identity the Seller and Purchaser to process with the transferring of the Property. Personal information collected about the Seller and Purchaser in this Agreement of Sale and during the course of the transferring proses, if the Agreement of Sale is successful, may be disclosed for the purpose for which it was collected to other parties including, conveyancers, their advisors, Bond originators, Financial Institutes, other agents and third party operators of reference databases. If the Seller and Purchaser would like to access the personal information the Agent holds, they can do so by contacting our office on the following number 0219148066 to organise an appointment. The Seller and Purchaser can also correct the information if it is inaccurate, incomplete, or out of date.

I/We understand and declare that the information supplied is true and correct and has been given by my/our own free will and **hereby give consent** to the disclosure of my/our personal information for the purpose of which it was collected.

SIGNED AT \_\_\_\_\_ ON THIS DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser's spouse/Co-purchaser

I, the Purchaser's spouse/co-purchaser agree to all the terms and conditions contained above and personally bind myself thereto.

SIGNED AT \_\_\_\_\_ ON THIS DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Seller

**SCHEDULE "F"****F.I.C.A. DECLARATION BY THE PURCHASER – CONFIDENTIAL**

In terms of the Financial Intelligence Act No. 38 of 2001 (FICA), the following information is supplied by the Seller/s. Should an Agreement of Sale be entered into between the Seller/s and a Purchaser of the Property, this information will be deemed an integral part of such Agreement of Sale and will be used in the Transfer - and Financing process. **Please refer to the Act for fines and jail terms that may be imposed by a Court of Law on the PURCHASER/S, the AGENT, and/or the ESTATE AGENCY should this information not be supplied or prove to be false.**

<b>INFORMATION</b>	<b>PURCHASER</b>	<b>JOINT PURCHASER</b>
Surname		
Full Names		
<b>ID Number</b> Type of doc. Seen*		
<b>Residential Address</b> Verification of <b>Address</b>		
E-Mail Address		
Postal Address		
Fax Number		
Telephone numbers (w)		
(h)		
(cell)		
Nationality		
Employed by		
Address of Employer		
<b>Income Tax Number</b>		
SARS Office		
Verification of SARS Details		
Name of Bank		
Branch Name/ Code		
Married	Yes/No	
How Married	COP/ANC with Accrual/ANC without Accrual	
Conveyancer		

The information contained herein is certified to be true and correct.

Signature of Purchaser/s: \_\_\_\_\_

Date: \_\_\_\_\_

### SCHEDULE "G"

#### PAYMENT PROTOCOLS

The following protocols are to be followed before making any payments due in terms of this agreement.

Upon receipt of an email from a conveyancer requesting payment for but not limited to transfer and bond costs, any deposit due in terms of the purchase price of the property or payment for the bond cancellation or municipal or levy clearance certificates you the purchaser/ seller must contact our agent and ask them for the name and contact details for the person at the conveyancers' office who is handling your matter.

You must then contact the person telephonically using the number giving to you by the agent and then confirm with the conveyancer that the email you received is from them and you must confirm that the banking details in the email are correct.

I/We understand and declare that the above information was supplied and understood by us.

SIGNED AT \_\_\_\_\_ ON THIS DAY OF \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser's spouse/Co-purchaser

I, the Purchaser's spouse/co-purchaser agree to all the terms and conditions contained above and personally bound myself thereto.

SIGNED AT \_\_\_\_\_ ON THIS DAY OF \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Seller