

**OFFER TO PURCHASE
CONSTITUTING A DEED OF SALE (SECTIONAL TITLE UNIT) BETWEEN:**

Hereinafter referred to as the **"Seller"**

Name : **LENISEC PROPRIETARY LIMITED**
REGISTRATION NUMBER 2017/394536/07

Herein represented by : AH REITSMA or any duly authorised agent

Physical Address : _____

Tel No : 071 896 1466

and

Hereinafter referred to as the **"Builder"**

Name : **REHOBOTH TRADING (PTY) LTD**
Registration Number 2009/023669/07

Herein represented by : AH REITSMA or any duly authorised agent

Physical Address : _____

Tel No : 071 896 1466

and

Hereinafter referred to as the **"Purchaser"**

Full Name: (1) _____
(2) _____

Identity number: (1) _____ (2) _____

Marital status: (1) _____ (2) _____

If married (1) COP/ OUT OF COP (2) COP/OUT OF COP

Income tax number: _____

Corporate Entity: _____

Registration Number: _____

Herein represented by: _____ duly authorised thereto

Postal Address: _____

Physical Address: _____

Telephone No. : (1) _____ (2) _____

Fax No. : (1) _____ (2) _____

Email : (1) _____ (2) _____

Hereby makes an offer to purchase the under mentioned property from the "Seller" through
_____ the **"Agent"**.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS:-

Unless the context clearly indicates otherwise, the following words, names or expressions shall have the following meanings in this document:

- 1.1 "Annexures" is
Annexure 1 - Development Lay-out Plan
Annexure 2 - Unit Lay-out Plan
Annexure 3 - List of Extras
Annexure A - Specifications, Choices & Finishes
Annexure B – Body Corporate Rules
Annexure C – List of Options (Page 1,2,3)
- 1.2 "Body Corporate" is the controlling body in terms of section 36 of the Sectional Titles Act 95 of 1986;
- 1.3 "Bond Registration Attorney"
means Harvey Nortje Wagner & Motimele Attorneys
- BANK PANEL NUMBERS:
FNB: 756
ABSA : 2682
Nedbank: 2501
Standard Bank: 9284
SAHL
- 1.4 "Conditions of Establishment" are the conditions relating to the establishment of the township which are to be issued by the local authority;
- 1.5 "Conveyancer AND Transferring Attorneys" means Essakow Attorneys (601 Letaba Weg Waterlake farm Pretoria) with telephone number 082 528 7709 fax: 086 225 7410 – lize@essakowattorneys.co.za
- 1.6 "Guarantee date" is 7 (SEVEN) days after being requested to deliver the guarantees with the understanding that the guarantees will not be requested before the loan is obtained. If this agreement is not subject to a condition that the Purchaser must obtain a loan then the guarantee date is within 7 days of being requested to deliver guarantees by the conveyancers;
- 1.7 "local authority" is the Ekurhuleni
- 1.8 "Ordinance" is Ordinance (Transvaal) No.15 of 1986 (as amended from time to time);
- 1.9 "Property" is Unit no _____ with door no _____ including an undivided share in the common property of the scheme known as 271 HULL ROAD TERRACES
- 1.10 In extent: Unit no: _____ of approximately _____ square metres, consisting of dwelling, single garage and open parking bay. In accordance with the Unit Layout Plan hereto annexed together with an undivided share in the common property;
- 1.11 "Participation quota" is the percentage allocated to the section in the sectional plan, expressed to four decimal places and arrived at by dividing the floor area of the unit, correct to the nearest square metre, by the floor area of all the sections in the buildings comprising the sectional scheme, correct to the nearest square metre;
- 1.12 "Registrar of Deeds" is the Registrar of Deeds, Pretoria and the "Deeds Office" is the Deeds Office in respect of which the said Registrar of Deeds has jurisdiction;
- 1.13 "Sectional scheme" means the sectional scheme known as 271 HULL ROAD TERRACES

- 1.14 "Town" or "township" is Rynfield Extension 67 Township
- 1.15 "Transfer" means registration of transfer of the property in the Purchaser's name
- 1.16 "Conveyancer's bank account" means ESSAKOW ATTORNEYS TRUST ACCOUNT. ABSA ACCOUNT 4078846644 BRANCH CODE 632005
- 1.17 "Bond originator" means Betterlife, Sharon Nortje 012-663 2637 sharon.nortje@betterlife.co.

The PURCHASER hereby consents and instructs Betterlife, Sharon Nortje 012-663 2637 sharon.nortje@betterlife.co.za to assist the PURCHASER in any application for finance as aforementioned and required and will assist in providing all required documents as may reasonably be requested for this purpose.

The purchaser hereby further authorises Sharon Nortje to obtain any information regarding the progress of any application for finance irrespective of the institution or division where

- 1.18 "The Consumer Protection Act" the Consumer Protection Act 68 of 2008 together with the regulations thereto. (hereinafter referred to as the CPA)

2. PREAMBLE:-

- 2.1 The Purchaser acknowledges that he is aware that building operations will take place upon the premises and that the said building operations may cause the Purchaser certain inconvenience, but that he shall have no claim whatsoever against the Seller or any other owner for any such inconvenience.
- 2.2 **The Sectional Title Register has not yet been opened at the time when the Purchaser is making this offer** and the Seller shall take all steps necessary for the opening of the Sectional Title Register.
- 2.3 The Purchaser understands and agrees that it will not be possible for the Seller to give transfer of the Purchaser's unit until the Sectional Title Register has been opened and the Purchaser accepts that he will not be entitled to claim cancellation of this Agreement or damages from the Seller should the opening of the Sectional Title Register, for whatever reason, be delayed.

3. PURCHASE AND SALE:-

The Seller hereby sells the property to the purchaser, who purchases it, subject to:

- 3.1 the provisions contained or referred to in this document;
- 3.2 the conditions of title contained in the title deed/s of the sectional scheme;
- 3.3 the provisions of the Conditions of Establishment of the Township;
- 3.4 the Management and Conduct rules of the sectional title scheme;
- 3.5 the provisions of the Body Corporate The purchaser undertakes to become and remain a member of the Body Corporate and to abide by the rules and provisions of the Body Corporate.

Copies of all of the above are available from the seller at the request of the Purchaser.

4. PURCHASE PRICE AND PAYMENTS:-

- 4.1 The **purchase price** of the property is _____
(_____)
which amount includes Value Added Tax ("VAT");
- 4.2 The **initial deposit** is R 5000.00 (Five Thousand Rand) which amount is payable within 7 (Seven) days on signature hereof by the Purchaser.
- 4.3 The **further deposit**, being the difference between the loan amount and the purchase price,

Is R _____ (_____) and is payable on _____

- 4.4 The deposit will be held in an interest bearing trust account with the Conveyancer in accordance with the provisions of Section 78(2A) of Act 55 of 1979, the interest to accrue to the Purchaser. The Purchaser hereby specifically authorises the Conveyancer to deposit these monies in such an interest bearing trust account on his behalf. It is recorded that the Conveyancer shall only be able to receive or invest the funds once it has been furnished by the Purchaser with all documentation required by the Conveyancer by virtue of the Financial Intelligence Act (FICA); which documentation the Purchaser shall furnish to the Conveyancer on date of payment of the deposit. The Conveyancer will invest the deposit within three days after all FICA documents have been delivered to the Conveyancer, with the understanding that the Purchaser's cheque has been cleared by the bank.
- 4.5 The balance of the purchase price is payable on registration of transfer and the Purchaser shall by not later than the guarantee date, furnish the Seller's Conveyancer with an acceptable bankers' guarantee for the purchase price, which guarantee will be expressed to be payable on registration of transfer of the property into the Purchaser's name and will be made out in favour of such party as the Seller or its Conveyancer may nominate in writing and failing any such nomination by the guarantee date, will be made out in favour of the seller.
- 4.6 All amounts payable in terms of this agreement shall be paid without deduction at the Seller's address or to the transferring attorney (at the Seller's option) or at such other place or places in the Republic of South Africa as the Seller may indicate in writing. Refer to paragraph 1.16 for the banking details.

5. LOAN:-

- 5.1 The agreement of sale is subject to the suspensive condition that the Purchaser is able to obtain a quotation and a loan from any South African bank or approved financial institution in the sum of R _____ (_____) within a period of 21 (TWENTY ONE) business days from date of signature by the Purchaser hereof (the "loan date"). In the event (for whatever reason) of such mortgage bond not being granted by the loan approval date, there will be an automatic extension of a further 14 (FOURTEEN) days, unless the Purchaser is given 48 (FOURTY EIGHT) hours written notice to the contrary by the Seller's Conveyancers. This condition is in favour of the Seller and the Seller is entitled to extend the period at his discretion by giving written notice of extension to the Purchaser.
- 5.2 The Purchaser undertakes to furnish the bond originators appointed by the Seller with all required documentation and information and sign all required bond application forms within 5 (five) days from date of signature of this sale agreement by the Purchaser. The Purchaser accepts the limitation of the service provider to the chosen bond originator as the bundling of the services is to the benefit of the Purchaser.
- 5.3 The Purchaser acknowledges that he/she is aware that should the Purchaser act or omission frustrate the Bond Originator in submitting a loan application the doctrine of fictitious performance will apply and the suspensive condition will be deemed to be met.

6. CONTINUED MARKETING – MULTIPLE OFFERS:-

- 6.1 The Purchaser acknowledges that the Seller shall, until such time as the Suspensive Condition has been fulfilled, be entitled to continue to market the Property through the Agent and may accept other offers through the Agent in respect of the Property.
- 6.2 The Seller shall be obliged to proceed with the first offer, received in respect of the Property, which the Conveyancer has received written notice that Loan approval has been granted in terms of clause 5.1 above.

7. INTEREST – LATE PAYMENT – DELAY IN TRANSFER:-

- 7.1 Without prejudice to, but in addition to any other rights which the seller then may have, the Seller will be entitled to payment of interest by the Purchaser on all amounts due in terms of this agreement, but which are in arrear. Such interest will be calculated at a rate equal to the prime rate of interest charged from time to time by ABSA Bank Limited on unsecured overdrafts to its most favoured customers, plus 2% (two percent). A certificate signed by any manager of any branch of the said bank will be evidence at face value of the said interest rate and the person purporting to issue the certificate will not have to prove his office as such. The purpose of this clause is not to give the Purchaser a right to postpone any payment.
- 7.2 Should the transfer be delayed by the Purchaser's fault then without prejudice to the Seller's other rights, the Seller will be entitled to payment of interest on the unpaid portion of the purchase price at the rate stipulated in clause 6.1 for the period of the delay. The purpose of this clause is not to give the Purchaser a right to delay the transfer.

8. OCCUPATION AND POSSESSION:-

- 8.1 Occupation of the PROPERTY shall be given and taken by the PURCHASER on REGISTRATION. Should the date of occupation not coincide with the date of registration, the Purchaser will be obliged to pay occupational rent in the amount equal to 0.8%, R_____ (_____) of the purchase price, per month, payable in advance. Should this agreement be cancelled or lapse, the PURCHASER will be obliged to forthwith vacate the PROPERTY and it is agreed that no tenancy shall be created by occupation having been taken prior transfer.
- 8.2 Possession of the PROPERTY shall be taken by the PURCHASER, on date of registration of transfer.
- 8.3 The right and obligation to occupy and possess the property will pass to the purchaser on the occupation date, provided that the Purchaser has complied with all its obligations and paid all monies payable in terms of this agreement, and signed all transfer and bond documentation including the retention letter.

9. LEVIES:-

- 9.1 As from date of occupation the Purchaser shall be liable for payment to the Seller for all electricity and water consumed in respect of the property from date of occupation of the property until date of transfer.
- 9.2 The developer shall be liable for the levies until date of transfer.

10. RISK:-

The risk of profit and loss relating to the property will vest in the Purchaser as from the date of transfer

11. GUARANTEES AND CONDITIONS:-

- 11.1 Where the CPA has application, section 55(2) is applicable, except to the extent contemplated in section 55(6) which determines that a consumer has the right to receive goods that-
- 11.1.1 are reasonably suitable for the purpose for which they are generally intended

- 11.1.2 are of good quality, in good working order and free of any defects
- 11.1.3 will be useable and durable for a reasonable period of time, having regard to the normal use and surrounding circumstances
- 11.1.4 comply with the applicable standards set under the Standards Act
- 11.2 Section 55(6) of the CPA provides that the provisions of clause 11.1 above will not be applicable where:
 - 11.2.1 the consumer has been expressly informed that the property was offered in the specific condition
 - 11.2.2 the consumer has expressly agreed to accept the goods in the condition, or knowingly acted in a manner consistent with accepting the property in that condition.
- 11.3 The seller does not furnish any explicit guarantees in regard to the property.
- 11.4 The purchaser will inspect the property and compile a snag list as set out below containing all the patent defects to the property. In completing the aforesaid the Purchaser releases the Seller from any liability regarding patent defects.
- 11.5 The Seller warrants the property complies with the requirements of clause 11.1 above in as far as there is not a separate guarantee given by any distributor, e.g. guarantees by the NHBRC of distributor guarantees for geyser etcetera.
- 11.6 The Seller accepts that all the requirements of 11.1 have been met on signature of the retention letter.
- 11.7 In the event that the Consumer Protection Act 68 of 2008 does not apply to the transaction between the parties it is hereby recorded, despite any other provision to the contrary, that clause 11.1 to 11.3 will not apply and that the property is sold *voetstoots* to the purchaser and that the purchaser shall have no claims of any nature against the seller for any defects in the property.
- 11.8 The Purchaser shall within 7 (SEVEN) days of the occupation date, or within 7 (SEVEN) days after being requested to do so, advise the Seller in writing of any snags in the unit arising from defective materials or workmanship, and the Seller undertakes to repair same. The Seller shall within a reasonable time of receiving such advice from the Purchaser make good such faults or defects. These faults can only be rectified during normal working hours being from 7h00 to 16h00 daily Monday to Friday and public holidays excluded. The Purchaser indemnifies the Seller against any claims arising from possible thefts and or damages to the Purchasers possessions during these repairs.
- 11.9 The Seller will not be liable for any change in the property's condition which may occur or be caused after the occupation date, whether due to normal wear and tear or to erosion, climatic conditions or otherwise.
- 11.10 The Seller will be entitled to make alterations to the unit on condition that it enhances the value of the property.

12. POSITION AND PARTICIPATION QUOTA OF PROPERTY:-

The Seller records that the participation quota, shape and the position and/or extent of the property is indicated on the sectional lay out plan. If on the survey of the property for purposes of the sectional plan its participation quota, precise shape, position or extent differs from that indicated on the said sectional layout plan, the Purchaser will not be entitled by virtue thereof to cancel this agreement or to claim any amount of money from the Seller, whether by way of a reduction in purchase price or as damages or otherwise, provided that such variation shall not exceed 7.5% (seven, five per centum) of the extent set out in clause 1.8 above.

13. RESALE OF PROPERTY BEFORE REGISTRATION INTO THE PURCHASERS NAME:-
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The parties agree that the purchaser will not be able to market and sell the property to third

parties before registration into purchaser's name, except where written consent and the conditions on which the resale will be allowed have been obtained from the Seller.

14. NO IMPROVEMENTS PRIOR TO TRANSFER:-

Prior to the date of transfer the Purchaser shall not, without the Seller's prior written consent, be entitled to erect any improvements or changes of a structural nature to the building or other structure on the property. Prior to the occupation date the Purchaser may not make changes to the unit without written consent from the developer/seller.

15. TRANSFER:-

- 15.1 Transfer shall be affected by the Conveyancer within a reasonable time after –
- 15.1.1 signature of the agreement and fulfilment of the suspensive conditions;
 - 15.1.2 the Purchaser has complied with all his obligations in terms of this agreement;
 - 15.1.3 the Purchaser has paid all ancillary costs – *for example pro rata levies or rates or bank initiation fee payable to the bank*, which the Purchaser shall be liable to pay to the Conveyancer on demand; and
 - 15.1.4 the Purchaser has signed all necessary documents and provided all necessary information and copies of such documentation for the purpose of transfer which the Purchaser shall be obliged to do within 3 (three) days of being called upon to do so by the Conveyancer.
 - 15.1.5 The property becomes registerable.
- 15.2 The Purchaser acknowledges that;
- 15.2.1 he has read and approved all the Annexures;
 - 15.2.2 he will have no claim of whatsoever nature against the seller for any damages or loss should the projected completion date and/or transfer be delayed.

16. COSTS:-

- 16.1 The transfer and bond costs of and related to the registration of transfer of ownership of the property in his name, will be paid by the Seller, provided that such transfer and bond registration is attended to by Essakow Attorneys, and that the bond is originated by the bond originator as stated above. The limitation of the service provider is accepted by the Purchaser as the bundling of the transfer and bond will have the advantage of expedient registration and financial benefit as the developer will then pay the conveyancer at a concession rate.
- 16.2 The Purchaser shall be liable:
- 16.2.1 for all financial institutions' valuation and administrative fees, as well as the insurance certificate fee;
 - 16.2.2 to pay an estimated provisional sum in respect of provisional levies to the body corporate and Home Owners Association for services to be provided. The actual levy will amount to such an amount as will be determined from time to time by the Body Corporate and Home Owners Association.
 - 16.2.3 to pay an estimated provisional sum in respect of electricity and water consumption to the municipality or conveyancer for services to be provided. The actual electricity and water consumption will amount to such an amount as is calculated in terms of the participation quota from date of occupation.
 - 16.2.4 the purchaser is obliged to pay the said costs by not later than 5 (FIVE) days after being requested to do so by the Conveyancer.

17. AGENT'S COMMISSION:-

Agents' commission is payable in the amount as set out in the commission agreement, and will be deemed to be earned and payable on fulfilment of all suspensive conditions. It is recorded that any agents commission which may become payable as a result of this agreement shall be payable by the Seller, and the Seller authorises the payment thereof on registration of the transfer in the Pretoria Deeds Office. However, should this sale agreement be cancelled by reason of the breach of contract by the Purchaser, the Purchaser shall be liable for the payment of the agents commission and the agents shall have no claim against the Seller. The Agent will be entitled to recover the commission due and payable under this agreement from the Purchaser.

18. TRANSFER DUTY DOCUMENTS:-

- 18.1 The parties hereby authorize the Seller's conveyancers to sign all transfer duty /VAT declaration documents on their behalf.
- 18.2 The Purchaser warrants that all his/her tax matters are in order and all tax returns are up to date. Should this not be the case the Purchaser will be liable for the damages caused by the delay in transfer as well as the penalty interest as set out in clause 6.

19. GENERAL:-

19.1 Whole agreement

This document contains the whole agreement between the parties and there are no prior or parallel agreements between them.

19.2 Warranties and/or Representations

No warranty has been given or representation made by or on behalf of the Seller which induced the Purchaser to enter into this agreement. It is specifically agreed that no representation, made by any estate agent in respect of the property or any other aspect of this agreement will be binding on the Seller.

19.3 Writing

No alteration, addition, deletion or consensual cancellation of or to neither this agreement nor the waiver of any right will be of any force unless reduced to writing and signed by the Seller and the Purchaser.

19.4 Indulgence

No indulgence granted by the seller in respect of the performance by the Purchaser of any obligation undertaken in terms of this agreement will novate the agreement or prejudice the Seller's rights in any manner.

19.5 Domicilia and notices

- 19.5.1.1 The parties respectively elect:
- 19.5.1.2 the street addresses appearing under their names on the first page of this document as their respective domicilia citandi et executandi;
- 19.5.1.3 the postal addresses appearing under their names on the first page of this document for purposes of notices and correspondence given in terms of this agreement.
- 19.5.1.4 the fax number and email address appearing under their names on the first page of this document for purposes of notices and correspondence given in terms of this agreement.

- 19.5.2 Any notice given by prepaid registered mail to the Purchaser care of his postal address elected in clause 18.5.1.2 above will be deemed to have been received by the Purchaser and its contents to have come to the Purchaser's notice on the 7th (SEVENTH) day after the date on which it is posted in the Republic of South Africa or on the date upon which the notice is successfully transmitted to the purchaser's chosen fax number or email address, provided such fax or email is transmitted between the hours 08h00 and 17h00, Mondays to Fridays (both included). Furthermore, any notice to a party contained in a correctly addressed envelope and which is delivered by hand to a responsible person during ordinary business hours at the address such party has chosen as his physical address, shall be deemed to have been received by the addressee and the contents thereof to have come to the addressee's notice upon such delivery.
- 19.5.3 A party is entitled to amend its chosen street address ,postal address, fax number or email address by giving written notice of the amendment to the other party, which notice shall be delivered or sent by prepaid registered post to the other party and will become binding on the other party upon receipt thereof.

19.6 **Breach:-**

Should the purchaser fail to comply punctually with any provision of this agreement, whether it be a material provision or not, the Seller will be entitled to notify the Purchaser in writing by prepaid registered mail addressed to the Purchaser's address chosen in clause 18.5.1.2 or by letter handed or transmitted by fax or email to the purchaser of the failure and make demand to the Purchaser to rectify the failure within 5 (five) days from the date on which the letter is handed or faxed to the Purchaser or is posted by prepaid registered mail (as the case may be) and should the Purchaser fail to remedy the breach by the said date, the Seller will then be entitled without prejudice to any other rights which it may have and without further notice or process:

- 19.6.1 to cancel this agreement and to claim damages from the purchaser and in such event the seller will be entitled to retain all amounts already paid by the purchaser in terms of this agreement as pre-estimated, liquidated damages or alternatively, to claim its actual damages from the purchaser in which latter event the seller will be entitled to retain all amounts already paid by the Purchaser until its damages have been quantified and then to set off its damages against the said payments; or alternatively
- 19.6.2 to claim specific performance by the purchaser of all its obligations in terms of this agreement including the payment by the purchaser of the full outstanding balance of the purchase price despite the fact that the said balance of the purchase price may, but for this provision, not yet be due. In addition the Seller will be entitled to claim damages from the Purchaser.
- 19.7 Should this sale agreement be cancelled by the Purchaser, after fulfilment of the suspensive conditions the Purchaser shall be liable for the payment of the wasted costs of the conveyancer on the prescribed tariff scale of the Law Society. The Purchaser irrevocably authorizes the conveyancer to recover any such amount from the deposit paid.

20. SELLER'S RIGHT OF ACCESS:-

The Seller and/or its authorised agent/s and/or contractors shall at all times have the right to enter upon the property for the purpose of inspection and to conduct such work and to make such excavations and to temporarily deposit such material as the seller may determine or require for all purposes in connection with the installation of services or otherwise.

21. SEVERABILITY:-

Every paragraph and every clause contained in this document is severable from every other paragraph and/or clause and should any paragraph or clause (or part hereof) be void or voidable and the rest of the agreement will remain in force.

22. CAPACITY OF PURCHASER:-

- 22.1 If this agreement is entered into by or on behalf of a person in his capacity as an agent or trustee for a company to be formed, such person shall be personally liable and regarded as the Purchaser in the event of the company not being formed and the purchase of this property not being ratified within 21 (TWENTY ONE) days after acceptance of this offer. The person signing this contract on behalf of the company or close corporation to be formed will be deemed to have bound themselves as surety for and co-principal debtor with such company or close corporation.
- 22.2 In the event where the Purchaser is a registered company or close corporation, the Purchaser warrants to the Seller that all the Directors of such company or members of such close corporation are themselves, jointly and severally, bound as surety and co-principal debtor *in solidum* with the Purchaser in favour of the Seller regarding all the Purchaser's liability and responsibility regarding this contract.
- 22.3 If this contract is signed by more than one person as Purchaser, the obligations of all the signatories shall be joint and several. If this contract is not signed by all the persons named as Purchaser, this contract shall nonetheless be and remain binding on the Purchasers who have signed this contract.
- 22.4 In the event where the Purchaser wants to purchase the property in the name of a Trust, Close Corporation or Company, it is his obligation to produce for the Conveyancer, within 30 (THIRTY) days after signing of this agreement, all the necessary documentation or any additional documentation requested by the Conveyancer. By default hereof, the Purchaser will take transfer of the property in his own name.

23. RIGHT OF TERMINATION:-

- 23.1 In the event that this agreement is both subject to the Consumer Protection Act 68 of 2008 and was entered into as a result of direct marketing, and only in that instance may the purchaser in terms of Section 16 read with section 32 and Annexure C to the regulations in terms of the Consumer Protection Act 68 of 2008 in the prescribed manner rescind a transaction resulting from any direct marketing without reason or penalty by notice to the supplier in writing or another recorded manner and form, within 5 business days (excluding Saturdays, Sundays and public holidays) after the later of the date on which
- 23.1.1 the transaction or agreement was concluded; or
- 23.1.2 the property that is the subject of the transaction was delivered to the consumer.
- 23.2 Where the transaction is rescinded as in clause 23.1 the Seller will return any payment received from the Purchaser in terms of the transaction within 15 business days (excluding Saturdays, Sundays and public holidays) after
- 23.2.1 receiving notice of the rescission, or
- 23.2.2 receiving the property from the Purchaser and
- 23.3 The property will be returned to the Seller at the Purchaser's risk and expense, including cost and expenses involved in returning and restoring occupation, possession and ownership (where applicable) and including but not limited to costs such as transfer duty, VAT, bond cancellation costs, legal costs and other costs incidental to returning occupation, possession and ownership of the property.
- 23.4 The Seller confirms that the agreement was not entered into due to direct marketing and that no undue influence was exercised over the Purchaser to enter into this agreement.

24. CESSION TO A THIRD PARTY BY THE SELLER:-

The seller has the right to cede or sell the scheme to another entity provided the terms and

conditions pertaining to the Purchaser as well as his obligations in terms of this contract do not change. The Purchaser agrees to sign all documents necessary to facilitate this transfer within 3 days of being requested to do so when and if requested by the Seller.

25. SIGNATURE OF RETENTION LETTERS:-

The Seller, his agent or Conveyancer may, after practical completion of the unit, give the Purchaser 3 (three) days written notice to sign the retention letter. The Purchaser may not refuse signature of the letter for matters resorting under snags. Snags are defined as matters of a "cosmetic" nature, and not structural defects. (See clause 7 for matters pertaining to snags).

26. NHBRC:-

It is hereby recorded that Rehoboth Trading Proprietary Limited will attend to the construction /building of the sectional title unit and be the responsible Contractor/ Registered Home Builder registered with the National Home Builders Registration Council (NHBRC) and undertake to comply with the required legislation and the regulations of the act. The builder as aforesaid guarantees that all patent and latent defects will be remedied within a period a 90 days from date of occupation by the purchaser.

27 ARBITRATION:-

If any dispute or difference shall arise between the Customer or the Bank on his behalf, and the Contractor, during the progress and before completion of the Works or after the termination of the employment of the Contractor under this contract, abandonment or breach of the contract, as to the construction of the contract, or as to any matter or this arising thereunder, or as to the withholding by the Bank of any draw to which the Contractor may claim to be entitled, then an architect, civil engineer, quantity surveyor or any other professional person involved in the Building Industry appointed by the Bank ("the Arbitrator") shall determine such dispute or difference by a written decision given to the Contractor. The said decision shall be final and binding on the parties, unless the Contractor, the Bank or the Customer within fourteen days of the receipt thereof by written notice to the Arbitrator disputes the same in which case or in case the Arbitrator for fourteen days after a written request to him by the Customer or the Contractor fails to give a decision as aforesaid, such dispute or difference shall be referred to the arbitration and final decision of an Arbitrator selected by the Bank from two persons nominated on the request of either party by the President-in-Chief for the time being of the Institute of South Africa Architects, and the award of such Arbitrator shall be final and binding on the parties.

The Arbitrator shall have power to disclose, review and revise any certificate, opinion, decision, requisition or notice, and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given as aforesaid, in the same manner as if no such certificate, opinion, decision, requisition or notice had been given, upon every or any such reference, the costs of and incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount thereof, or direct the same to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid.

28. IRREVOCABLE OFFER:-

This offer is irrevocable until 24h00 on _____ 20____
and is binding upon acceptance irrespective of notification of acceptance to the Purchaser.

29. OTHER CONDITION'S:-

SIGNED at _____ on this _____ day of _____ 20__.

AS WITNESSES:

1. _____

2. _____

PURCHASER ONE

SIGNED at _____ on this _____ day of _____ 20__.

AS WITNESSES:

1. _____

2. _____

PURCHASER TWO

SIGNED at _____ on this _____ day of _____ 20__.

AS WITNESSES:

1. _____

2. _____

LENISEC PTY LTD
Herein represented by AH REITSMA

SIGNED at _____ on this _____ day of _____ 20__.

AS WITNESSES:

1. _____

2. _____

REHOBOTH TRADING PTY LTD
Herein represented by AH REITSMA

SIGNED at _____ on this _____ day of _____ 20__.

AS WITNESSES:

1. _____

2. _____

AGENT

PURCHASER INFORMATION SCHEDULE

Full Name: (1) _____

(2) _____

Identity/Reg Number: (1) _____ (2) _____

Marital status: (1) _____ (2) _____

If married (1) COP/ OUT OF COP (2) COP/OUT OF COP

Income tax number: _____

Corporate Entity: _____

Registration Number: _____

Herein represented by: _____

Postal Address: _____

Physical Address: _____

Place of Employment _____

Telephone No. : (1) _____ (2) _____

Cell Phone No. : (1) _____ (2) _____

Fax No. : (1) _____ (2) _____

Email : (1) _____ (2) _____

The purchaser hereby authorizes the agent or their nominee to do a full credit check on them.

SIGNED at _____ on this _____ day of _____ 20__.

AS WITNESSES:

1. _____

2. _____

PURCHASER ONE

SIGNED at _____ on this _____ day of _____ 20__.

AS WITNESSES:

1. _____

2. _____

PURCHASER TWO