

**DEED OF SALE**

**MEMORANDUM OF AGREEMENT OF SALE ENTERED INTO BY AND BETWEEN:**

**G.R.M. EIENDOMS ONTWIKKELING CC**  
**NO CK 1997/019109/23**

Herein represented by

**RAYMOND JOSEPH HUGO**

Address: Waterberry, 31, 69 Leopard Road, Theresa Park, 0155

P O Box 262, Faerie Glen, 0043

Tel No: (012) 321 4346

Fax No: 086 503 9319

E-mail: info@grmprop.co.za

(hereinafter referred to as the **SELLER**)

and

---

---

IDENTITY NR		
MARITAL STATUS		
PHYSICAL ADDRESS		
INCOME TAX NR		
TEL WORK		
TEL HOME		
CELL NR		
FAX		
E-MAIL		

(Hereinafter referred to as the **PURCHASER**)

**1. SALE:**

The Seller hereby sells to the purchaser who hereby purchases a unit consisting of:

- 1.1 Section No..... of which the unit number is to be allocated. MEASURING approximately .....square metres, as indicated on the Layout plan for marketing purposes only. The extend will differ from the extend as surveyed by the Land Surveyor and depicted on the Sectional diagram and the Certificate of Registered Title, to be registered by the Registrar of Deeds, Pretoria, in the building or buildings known as **FOREST VIEW**, as will more fully appear on the Layout plan and referred to as annexures "A" and "B". The above has been explained to me/us. I/We understood the detail and hereby accept/s it as such.
- 1.2 An undivided share in the common property of the land and building or buildings in accordance with the participation quota as defined in the Act.
- 1.3 Carport No ....., as will be allocated by the Body Corporate to be Established on date of registration of the transfer of the first Unit in the Scheme to be known as FOREST VIEW. The allocation will be according to the Site Development Plan and the Purchaser acknowledges that the Site Development Plan has been shown to him/her.

(Hereinafter referred to as the **PROPERTY**)

**2. PURCHASE PRICE:**

The purchase price of the property is the amount of R.....  
( \_\_\_\_\_ ) VAT inclusive, which purchase price shall be payable as follows:

- 2.1 A deposit in the amount of R.....  
( \_\_\_\_\_ )  
on or before ....., payable to the transferring attorneys and to be kept in trust on an interest bearing account, in terms of the Legal Practice Act, 2014 (Act 28 of 2014), the interest to the benefit of the Purchaser, till date of registration of transfer of the Property into the name of the Purchaser. In terms of section 86(5) of the Legal Practice Act. No 28 of 2014, 5% of the interest which accrues on such investment must be paid over to the Legal Practitioners Fidelity Fund and vests in the Fund.

- 2.2 For the amount/balance R.....  
( \_\_\_\_\_ ) the Purchaser shall furnish to the transferring attorneys within **30** days from date of signature of this agreement, an approved bank guarantee, which guarantee shall be payable to the transferring attorneys, free of commission at Pretoria, on date of transfer of the Property into the name of the Purchaser.

**3. SUSPENSIVE CONDITION:**

3.1 This offer and acceptance thereof is subject to the suspensive condition that the Purchaser obtains a loan for the amount of R..... ( \_\_\_\_\_ ) within **14 (FOURTEEN)** days from date of signature hereof.

3.2 Should this condition be unfulfilled after the period herein stated, this agreement shall automatically and immediately, without further notice by the Seller, lapses. The parties will have no rights or obligations against each other.

**4. OCCUPATION:**

4.1 Occupation of the Property shall be given to the Purchaser on the date of registration of the Property in the name of the Purchaser. Should occupation be given prior to the date of registration, the Purchaser shall be liable to pay occupational rental to the Seller in the amount of R..... ( \_\_\_\_\_ ) per month, which amount will be payable in advance from the date of occupation.

4.1.1. From the date of occupation, the Purchaser shall be liable for payment of the monthly levies in an amount of R..... ( \_\_\_\_\_ ), which will be the estimated levies payable to the Seller. The levy amount does not include rates, taxes, water and electricity levied by the City of Tshwane or Impact Meter Services.

4.2 In the event of this agreement being cancelled for whatever reason the Purchaser shall immediately vacate the Property and the Purchaser's right to occupy the Property shall be solely in terms of this agreement of sale.

4.3 From date of occupation the Purchaser shall be responsible for any electricity and water charges payable to Impact Meter Services in respect of electricity and water consumed by the Purchaser.

4.4 The Purchaser will adhere to the Rules of Conduct of **FOREST VIEW**, which Rules are available for inspection with the Seller. The Purchaser confirms that he/she is aware of the provisions of the Rules of Conduct and accepts same.

**5. RISK:**

All risks attached to the Property shall pass to the Purchaser on date of registration of transfer from which date the Purchaser shall be liable to pay all levies, rates and taxes and other impositions in respect of the property.

**6. VOETSTOOTS:**

6.1 The Property is sold Voetstoots and in accordance with the Sectional diagram to be approved by the Surveyor General to be registered in the Deeds Office, Pretoria, and the participation quota endorsed thereon , subject to any amendments or additions thereto in accordance with the

provisions of the Sectional Titles Act, 1986 (as amended), without any warranties express or implied.

- 6.2 If a resurvey of the land, buildings, sections or common property indicates a different extent of the land, building, sections or common property than those shown on the Certificate of Registered Title or the approved and registered Sectional Plan, the Seller will not be liable for any shortfall, nor gain by any excess and neither party will be entitled to cancel the sale for that reason, or to institute legal action against each other.
- 6.3 The Seller confirms that it has complied with all the conditions of the National Home Builders Registration Council and more specifically the issuing of a guarantee for building works which costs have been paid by the Seller.
- 6.4 The Purchaser acknowledges that he/she is purchasing a completed Unit and this is not a building contract. Therefore, the Purchaser shall have no right to interfere in anyway with the building operations of the Seller's employees. The Purchaser shall have no right to any retention.

**7. BODY CORPORATE:**

The Purchaser acknowledges being aware thereof that he becomes a member of the Body Corporate of the Sectional Scheme on date of registration of the Property in his name. The Purchaser shall be bound by the Rules applicable to the Scheme from date of occupation to date of registration of transfer as if he were a member of the Body Corporate from date of occupation.

**8. TRANSFER:**

- 8.1 Transfer of the Property in the name of the Purchaser shall be affected by the Seller's conveyances **MESSRS COUZYN, HERTZOG & HORAK INC.** 321 Middle Street, Brooklyn, Pretoria. The Seller is liable for payment of the cost of transfer, including the transfer duty if applicable together with VAT and registration fees payable to the Registrar of Deeds.
- 8.2. The Purchaser shall be liable for all costs and charges incidental to the registration of the bond referred to in clause 3.1 of this agreement, which shall include registration fees as well as registration fee payable to the Registrar of Deeds.

SIGNATURE OF PURCHASER AS CONFIRMATION OF ACKNOWLEDGEMENT

**OR**

- 8.3. The Seller shall pay the bond registration costs, excluding bank charges and initiation fees levied by the Bank, in the event:

8.3.1 that the Purchaser utilises **MORTGAGE MAX**

**And**

8.3.2 Couzyn, Hertzog & Horak are instructed to attend to the registration of the bond.

8.4. The Purchaser will be liable for payment of all Bank charges and Bank fees pertaining to the granting of the bond.

SIGNATURE OF PURCHASER AS CONFIRMATION OF ACKNOWLEDGEMENT

**9. DOMICILIUM CITANDI ET EXECUTANDI:**

9.1 The parties respectively choose the address appearing under their names on page 1 of this agreement, as their domicilium citandi et executandi for purposes of all correspondence, notices and legal process in terms of this agreement.

9.2 Any notice or communication to a party required or permitted to be given in terms of this Agreement, shall be legally valid and effective if:

9.2.1 sent per e-mail, shall be deemed to have been received on the day the sender receives an acknowledgment of receipt of the communication from the receiver's electronic system;

9.2.2 posted by pre-paid registered mail to either party to his chosen domicilium citandi will be deemed to have reached him and its contents to have come to his notice on the 4th business day after posting thereof. Any notice handed to either party and for which an acknowledgment of receipt is obtained by the other party will be deemed to have come to such addressee's notice upon such delivery.

9.3 The parties shall be entitled to change their domicile from time to time provided he notifies the other party in writing of such change by pre-paid registered mail or electronic means or delivers a notice thereof to the other party and in the latter event, obtains an acknowledgement of receipt for such notice. The change will become effective four (4) days after such notice.

**10. INTERIM RIGHTS AND OBLIGATIONS:**

10.1 Prior to transfer of the Property into his name, the Purchaser shall not be entitled to:

10.1.1 sell, dispose of or lease the Property or any part thereof or cede or part with his rights of possession and occupation thereof or any part thereof without the prior written consent of the Seller having been obtained, which consent shall not be unreasonably withheld.

- 10.1.2 make any structural and/or any other alterations or additions to the Property.
- 10.1.3 use or permit his Property to be used for any purpose which is injurious to the reputation of the building, or which causes a nuisance to the other occupants of the building.
- 10.1.4 do or permit to be done in his section or on the common property anything which will or may increase the rate of the premium payable by the Body Corporate on the Insurance Policy.
- 10.1.5 use or permit his garage to be used for any other purpose other than for the parking of motor vehicles therein without the prior written consent of the Seller.

**11 BREACH OF CONTRACT:**

Should the Purchaser commit a breach of any term or condition of this agreement and in particular, should the Purchaser fail to furnish the guarantee or guarantees as set out in paragraph 2.2 above, and fails to remedy such breach within 7 (**SEVEN**) days of receipt of the written notice by the Seller requiring the Purchaser to remedy such breach, then:

- 11.1 the Seller shall be entitled to cancel the agreement, in which event:
  - 11.1.1 the Purchaser shall immediately vacate the Property on date of cancellation;
  - 11.1.2 the Purchaser shall have no right of retention in respect of the Property for any reason whatsoever; and
  - 11.1.3 the Purchaser shall be liable for such damages as the Seller may have suffered as the result of such breach of contract; or
- 11.2 claim specific performance of the terms of this agreement and damages.
- 11.3 Should the Purchaser repudiate the agreement, for whatever reason, after all suspensive conditions have been fulfilled (if applicable), the Purchaser shall be liable for the payment of an administration fee in the amount of **R6000.00 (Six Thousand Rand)** VAT Inclusive to the Seller. This amount shall be payable within 3 (three) days after being requested to do so by the Seller or the conveyancing attorneys.

**12. AGENT'S COMMISSION:**

The parties confirm that no agent's commission is payable in respect of this agreement.

**13. SPECIAL CONDITIONS:**

- 13.1 The Purchaser hereby acknowledges that he is aware of the fact that the Property is incomplete and shall be completed in accordance with the annexed plans and annexure marked "A" and "B" (the description of the Unit).
- 13.2 The Seller reserves the right to develop the Sectional Title Scheme in separate phases and shall impose conditions in accordance with Section 25(1) of the Sectional Titles Act in this regard. The Purchaser hereby acknowledges his rights in accordance with Section 25(14) of the Sectional Titles Act and insofar as consent to any extensions is needed, the Purchaser hereby irrevocably consents to any extensions in the scheme as contemplated in Section 25 of the Sectional Titles Act of 1986.
- 13.3 The development may in the discretion of the Seller be temporarily terminated or suspended as the Seller may deem fit and may complete the scheme at a later date.
- 13.4 The Purchaser shall furnish the Seller with a complete list of defects in the Property prior to date of occupation by the Purchaser.
- 13.5 The Purchaser hereby indemnifies the Seller against any loss or damages that may be sustained to the Property or any person, visitor or relative whilst building operations are in process on the Property.
- 13.6 The Purchaser acknowledges and commits to the Rules of Conduct of Forest View, Body Corporate.

**14. RETENTION WORK:**

- 14.1 The Seller undertakes to rectify defects which occurred and as notified by the Purchaser to the Seller, up and until a period of 3 (**THREE**) months after date of occupation (issue date of City Council Occupancy Certificate) of the Unit in the name of the Purchaser, provided these defects are regarded as reasonable in the discretion of the Seller.
- 14.2 The Seller undertakes to repair any roof leaks which may occur for a period of 12 (**TWELVE**) months after date of registration of the Unit in the name of the Purchaser.
- 14.3 Repairs and damages in respect of geysers and stoves shall be referred to the suppliers of these items in terms of the guarantees applicable on these items and the Purchaser shall at his own costs direct any requests for repairs to the suppliers of these items. These items as set out above must be used and maintained as specified by the suppliers.

**15. SELLER'S RIGHTS:**

In the event of the Purchaser delaying this transaction for whatsoever reason, the Seller shall have the right to charge interest on the purchase price in accordance with the rates of interest charged by **ABSA BANK** from time to time, from a date determined by the Seller and to request payment thereof by the Purchaser upon notification in writing.

**16. FOUNDATIONS:**

The Purchaser acknowledges being informed that the foundations will consist of a raft foundation in accordance with the **NHBRC** classification C1/S1 or C2/S2 as designed by P.D.S Civil Engineers. Raft foundations minimize but do not exclude ground movement.

**17. PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013**

17.1 The Purchaser, by submitting its Personal Information to the Seller in terms of this Deed of Sale, voluntarily consents to the processing and / or storing of its personal information by the Seller, for purposes of concluding and performing in terms of this agreement.

17.2 The Purchaser hereby further consents voluntarily to the transfer, sharing and disclosure and collection of its personal information by the Seller to other service providers and / or operators of the Seller, including but not limited to estate agents, banks, bond originators, transferring-, bond- and bond cancellation attorneys, municipalities, SARS, the body corporate and other suppliers should it be required to give effect to this Deed of Sale and the transfer and financing of the property in terms of this agreement.

17.3 The Purchaser is entitled to withdraw its consent to the Processing of its Personal Information by giving written notice to Seller together with the grounds therefor; provided that the lawfulness of the Processing of Personal Information before such withdrawal will not be affected or the withdrawal will not affect any processing that:

17.3.1 is necessary to carry out actions for the conclusion or performance of any agreement between Seller and the Purchaser;

17.3.2 complies with an obligation imposed by law on Seller;

17.3.3 protects a legitimate interest of the Purchaser; or

17.3.4 is necessary for pursuing the legitimate interests of the Seller or a third party to whom the Personal Information is supplied.

17.4 The Purchaser is entitled to:

17.4.1 object, by written notice to Seller, to the Processing of its Personal Information on reasonable grounds, unless legislation provides for such Processing;

17.4.2 lodge a complaint to the Information Regulator in terms of the POPI Act, regarding the alleged unlawful processing of the Purchasers personal information by Seller.

**18. ENTIRE AGREEMENT:**

18.1 The Seller is not bound by and is not responsible for any representations other than those set out in this Agreement. No indulgence or waiver on the part of the seller shall detract from this Agreement or prejudice the Seller's rights hereunder. The Purchaser acknowledges that he has acquainted himself with all the relevant facts which may have influenced the conclusion of this agreement and the Seller shall not be liable for any failure to disclose any matter that falls within his knowledge.

18.2 This agreement contains the entire agreement between the parties, no amendment, or variation of this Agreement shall be enforceable unless it is reduced to writing and signed by both parties.



**SIGNED at .....** on .....**20...**

**AS WITNESSES:**

1. ....

2. ....

.....

**SELLER**

**SIGNED at .....** on .....**20...**

**AS WITNESSES:**

1. ....

2. ....

.....

**PURCHASER (1)**

.....

**PURCHASER (2)**

**PARTICULARS OF PURCHASER**

FULL NAMES & SURNAME		
IDENTITY NUMBER		
MARITAL STATUS:		
TEL WORK		
TEL HOME		
CELL NR		
FAX		
E-MAIL		
POSTAL ADDRESS		
STREET ADDRESS		
INCOME TAX NR		

## **ANNEXURE "A"** **FOREST VIEW** **SPECIFICATIONS**

### **STRUCTURE**

<b>Foundations</b>	Engineer's designs and specification
<b>Walls</b>	External - Semi face brick & plaster
	Internal - Plaster
<b>Roof trusses</b>	Engineer's designs and specification
<b>Roof Covering</b>	Concrete Roof Tiles
<b>Window frames</b>	Aluminium Charcoal with burglar bars at opening sections
<b>Window sills</b>	Semi face brick
<b>Door frames</b>	Steel frames
<b>Front door</b>	Solid Door Semi-exposed door with cylinder lock
<b>Patio Door</b>	Aluminium Sliding Door
<b>Doors internal</b>	Hollow core masonite door, chrome handles with 2 lever lock
<b>Skirting's</b>	Tile Skirting
<b>Ceiling (Top floor only)</b>	Rhino plaster board
<b>Curtain rails</b>	White double rails at windows
<b>Paint</b>	Internal - 1 Undercoat with 2 layers of Acrylic PVA white
<b>Tiles</b>	Ceramic Tiles (400x400 Grey supplied by Johnson) Floors: Tiled
	Kitchen: Splash back above counter
	Bathroom - 1,5m high (No wall tiles in Duplex guest toilets and Stack Unit En-suite Bathroom)
	Shower - 1,8m high

### **PLUMBER**

<b>Bath, toilet , etc.</b>	Standard white range
<b>Taps</b>	Internal - chrome
<b>Shower doors</b>	Clear glass, white aluminium doors
<b>Bathroom fittings</b>	Toilet roll holder, towel rail or hook and towel ring
<b>Geyser</b>	SOLAR 200L / 150L Geyser fixed on top of Roof
<b>Washing machine point</b>	Only cold water inlet plus waste
<b>Zink</b>	Double stainless steel with mixer tap
<b>Wash Hand Basin</b>	Wall hung Vanities
<b>Guest basin (Duplex Units Only)</b>	Only cold water

### **KITCHEN CUPBOARDS**

<b>Doors</b>	Impact doors – Colour Scheme: Grey Thorn / Basalt
<b>Kitchen tops</b>	Rustenburg Granite

**BEDROOM CUPBOARDS**

<b>Built In Cupboards Framework</b>	White melamine
<b>Built In Cupboards Doors</b>	Impact doors – Colour Scheme: Grey Thorn (Floor to ceiling)

**SECURITY**

<b>Access control (Main Entrance)</b>	Electric steel sliding gate Guard house Intercom system CCTV Cameras 1 Remote / Tag per unit (Additional remotes / Tags are available to purchase)
<b>Electric fence</b>	On perimeter wall

**GENERAL**

<b>Instant lawn planted 1m away from walls</b>
<b>Perimeter walls 1,8m high</b>
<b>Semi Face Garden walls 1,0 to 1,5m high and defines private gardens</b>
<b>Roads and driveways paved</b>
<b>Communal lighting</b>
<b>Swimming pool</b>
<b>Jungle gym in children play area</b>
<b>Shade net carport allocated to unit</b>

**ELECTRICAL**

<b>All plugs double</b>	<b>Plug Points</b>	<b>Light Points</b>
<b>Main bedroom</b>	2	1
<b>Bedroom 2</b>	1	1
<b>Bedroom 3</b>	1	1
<b>Living / dining room</b>	3	1
<b>Passage + stairs + pantry (Duplex Units only)</b>	1	1 each
<b>Kitchen</b>	3	1
<b>Bathroom 1</b>	0	1
<b>Bathroom 2</b>	0	1
<b>Garage</b>	1	1
<b>Patio + Entrance</b>	0	1 each
<b>TV + Fibre</b>	1 Blank point for DSTV and FTTH point	
<b>Stove + Geyser</b>	1 Isolator for each	
<b>Stove type</b>	Four plate under counter stove and hob	
<b>Light fittings</b>	Bedrooms	LED
	Living / Dining room	Spotlight
	Kitchen	Spotlight
	Bathrooms	LED
	Single garage	Single bulk head
	Outside lights	Bulk heads

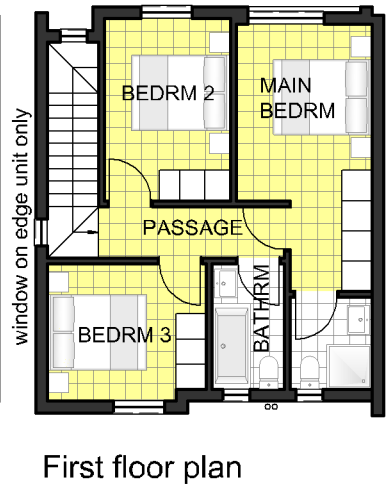
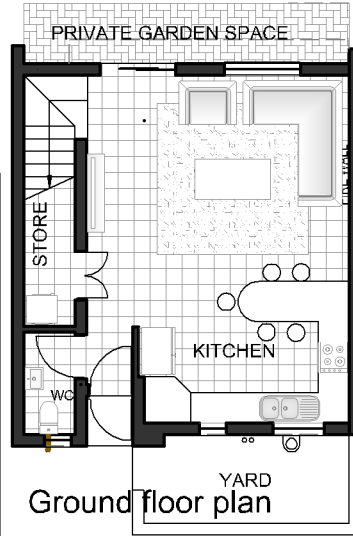
# ANNEXURE B (Page 1 of 2)

## Mark with a 'X' to indicate applicable layout plan

Plans depict standard layout - mirrored units are exact copies mirrored horizontally

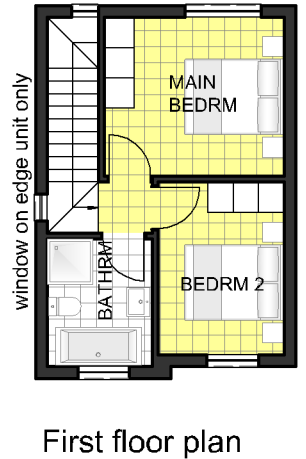
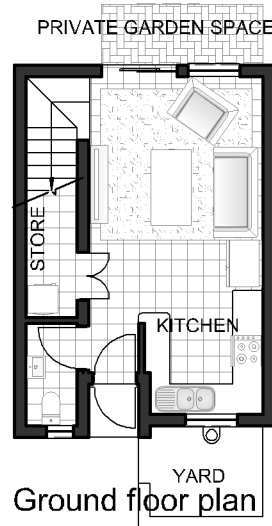
### 3 BED DUPLEX - UNIT A

Block A		AREA NOTE	AREAS	
	Edge		Ground	49.74 m <sup>2</sup>
Block B		Carport	First	49.32 m <sup>2</sup>
	Edge		Porch	1.09 m <sup>2</sup>
		TOTAL	100.15 m <sup>2</sup>	
		Carport	2 x 12.50 m <sup>2</sup>	



### 2 BED DUPLEX - UNIT B

Block C		AREA NOTE	AREAS	
	Edge		Ground	34.78 m <sup>2</sup>
Block D		Carport	First	33.43 m <sup>2</sup>
	Edge		Porch	1.09 m <sup>2</sup>
		TOTAL	69.30 m <sup>2</sup>	
		Carport	12.50 m <sup>2</sup>	



### 2 BED APARTMENTS - UNIT C&D

Block E		AREA NOTE	UNIT C	UNIT D
	Unit C		Units	56.89 m <sup>2</sup>
Block F		Patos etc.	Patos etc.	3.28 m <sup>2</sup>
	Unit C		TOTAL	60.17 m <sup>2</sup>
		Carport	12.5 m <sup>2</sup>	12.50 m <sup>2</sup>

