

CONTRACT OF SALE

SEASONS COURT



SEASONS
COURT

CONTRACT OF SALE : SECTIONAL TITLE : SEASONS COURT : PURCHASE OF UNIT "OFF PLAN"

entered into by:

TRAPEZOID INVESTMENTS (PTY) LTD

Registration No. 2003/023826/07

herein represented by **RASIK A SONI AND KAMLESH R PREMJE**

he being duly authorised by Resolution of Directors

(the "SELLER")

Physical Address: **27 Iduli Close, Izinga Ridge, La Lucia, 4051**

Postal Address: **P.O. Box 25271, Gateway M.C.P., Umhlanga Rocks, 4321**

and

Name.....
.....
(the "PURCHASER")

Postal Address.....
..... Code.....

Physical Address.....
..... Code.....

Tel. No..... (Home)..... (Business).....

Fax No.....

Email Address.....

Identity No./Registration No.....

Marital Status (if the PURCHASER is an individual).....

INTRODUCTION

- A The SELLER intends erecting a Sectional Title development on the PARENT PROPERTY comprising 111 residential sections and applying in terms of the provisions of the Sectional Titles Act, No 95 of 1986, as amended, for the opening of a sectional title register in respect of the aforesaid development.

- B The SELLER has agreed to sell and the PURCHASER has agreed to buy the PROPERTY on the terms and conditions as set out herein.

1 SCHEDULE

1.1	SECTION No.
1.2	Approximate extent of the SECTION (including the balcony)m ²
1.3	Number of Parking bay(s) exclusive use area(s):
1.4	Approximate extent of each parking bay	12,5m ²
1.5	Number of Store room exclusive use area(s):
1.6	Approximate extent of each Store room m ²
**1.7	Deposits :	
1.7.1	Amount due on the date of signature hereof by the PURCHASER	R.....
1.7.2	Amount due on	R.....
1.7.3	Amount due on	R.....
1.7.4	Amount due on	R.....
1.7.5	Amount due on	R.....
1.7.6	Amount due on	R.....
1.7.7	Amount due on	R.....
	** Minimum deposit of 10% of the Total Consideration (referred to in 1.9 below) required	
1.8	Balance (to be paid in accordance with the provisions of 3.2 and 3.3 of the CONTRACT OF SALE)	R.....
1.9	Total Consideration (including Value Added Tax) (i.e. the aggregate of the amounts referred to in 1.7 and 1.8 above)	R.....
*1.10	The amount of the loan for which PURCHASER will apply	R.....

Date by which loan is to be granted 30 days of signature hereof by the SELLER

***Delete if not applicable**

- 1.11 The amount estimated as being the monthly levy payable by the PURCHASER to the BODY CORPORATE in accordance with the provisions of the ACT approximately R15.00 per square metre of the SECTION
- 1.12 Managing agent Trafalgar
- 1.13 DATE OF POSSESSION (subject to 4 of the CONDITIONS OF SALE)
- 1.14 Name of ARCHITECT nominated by SELLER PGA Architects
- 1.15 Estate Agency Wakefields Real Estate (Pty) Ltd
- 1.16 Permitted use of SECTION Residential
- 1.17 Occupational interest see paragraph 5.8 of the CONDITIONS OF SALE

2 SALE

- 2.1 Subject to and in accordance with the provisions hereof and the CONDITIONS OF SALE annexed hereto as **Annexure "A"**, the SELLER sells and the PURCHASER purchases the PROPERTY for the purchase price referred to in 1.9 above.
- 2.2 The SECTION shall be erected substantially in accordance with the PLAN. The PURCHASER agrees that he shall not be entitled to amend or procure any amendments to the PLAN. The PURCHASER acknowledges that the SECTION will be situated on the PARENT PROPERTY in substantially the position as indicated on the SITE PLAN and is to be built in accordance with the PLAN (see clause 3.1 of the CONDITIONS OF SALE).
- 2.3 The PURCHASER agrees that the precise area, boundaries and description of the PROPERTY shall be as shown on the sectional plan and as finally determined and approved by the Surveyor-General and shall be binding upon the parties, provided always that the area of the SECTION shall be within 5% (FIVE PERCENT) of the area as stated in 1.2 of the CONTRACT OF SALE.

3 PREPAYMENTS AND GUARANTEES

- 3.1 The amounts referred to in 1.7 of the CONTRACT OF SALE shall be paid to the CONVEYANCERS (the bank account details of whom are as follows: **Garlicke & Bousfield Inc Trust Account, Standard Bank, Durban Main Branch, Account No: 050 128 760**). Such payments shall be invested by the CONVEYANCERS in an

interest bearing account with Investec Bank Limited, all interest to accrue for the benefit of the PURCHASER until the DATE OF TRANSFER whereupon the CONVEYANCERS shall release the capital to the SELLER and all accrued interest, less their usual fee, (being 0,36% of the capital invested) to the PURCHASER (after deduction of any amounts due to the SELLER in terms of this CONTRACT, including but in no way limited to, any amounts that may be due to the SELLER in terms of paragraphs 11, 18 and 19 of the CONDITIONS OF SALE). The PURCHASER acknowledges that the CONVEYANCERS are not able to invest the amounts referred to in 1.7, nor any other amount paid into trust with the CONVEYANCERS, on the PURCHASER's behalf until such time as the PURCHASER has complied with all the requirements of the Financial Intelligence Centre Act No. 28 of 2001 and has signed the necessary investment mandate, both of which the PURCHASER undertakes to do as soon as reasonably possible in the circumstances.

- 3.2 Subject to 3.3 below, the PURCHASER shall secure the due payment of the amount referred to in 1.8 of the CONTRACT OF SALE by furnishing the CONVEYANCERS with a guarantee from a registered South African commercial bank, in a form and on terms acceptable to the CONVEYANCERS for such amount. Such guarantee shall be furnished by the PURCHASER within 7 days of request therefore by the CONVEYANCERS, provided that if the PURCHASER requires a loan for the amount stated in 1.9 of the CONTRACT OF SALE, such guarantee shall not be called for until the loan has been granted. The aforesaid guarantee shall be payable on the DATE OF TRANSFER.
- 3.3 Alternatively, the PURCHASER shall be entitled to pay the amount referred to in 1.8 of the CONTRACT OF SALE to the CONVEYANCERS in cash, within the aforesaid 7 (SEVEN) day period, which amount shall be invested by the CONVEYANCERS in an interest bearing account with Investec Bank Limited, with all interest to accrue for the benefit of the PURCHASER. This amount shall be paid to the SELLER by the CONVEYANCERS on the DATE OF TRANSFER and in the event of the PURCHASER choosing this alternative, the PURCHASER shall be deemed to have irrevocably instructed the CONVEYANCERS to deal with the amount in this manner (i.e. to pay the aforesaid amount to the SELLER on the DATE OF TRANSFER). The interest on the aforesaid amount shall be released to the PURCHASER on the DATE OF TRANSFER (after deduction of the CONVEYANCER'S usual fee).
- 3.4 It is recorded that the Total Consideration, referred to in paragraph 1.9 of the CONTRACT OF SALE, is inclusive of Value Added Tax at the current rate of 14%. The parties agree that, should there be any change in the rate of Value Added Tax applicable at the time of supply, as determined in accordance with the Value Added Tax Act 89 of 1991, the Total Consideration shall be amended to take into account the adjustment in the Value Added Tax rate.
- 3.5 Unless otherwise provided, all payments hereunder shall be made without set off, deduction or demand to the SELLER at the offices of the CONVEYANCERS. All bank charges incurred by the CONVEYANCERS in connection with this transaction shall be for the account of the PURCHASER.

4. PHASED DEVELOPMENT

This sale is subject to the following special conditions, which are imposed by the SELLER in terms of Section 11(2) of the ACT:

- 4.1 The SELLER in terms of Section 25 of the ACT hereby reserves for itself the real right to extend, for its personal account, the SCHEME by the erection and completion from time to time but within a period of 20 (TWENTY) years of:

- 4.1.1 a further building or buildings,
- 4.1.2 a horizontal extension of an existing building or buildings and
- 4.1.3 a vertical extension of existing buildings

on that part of the common property outlined on the plan which is Annexure "C" to this CONTRACT, to divide such building or buildings into a section or sections and common property and to confer the right of exclusive use over parts of such common property upon the owner or owners of one or more of such sections or any other section in the SCHEME.

5. **CONDITIONS PRECEDENT**

- 5.1 This CONTRACT is subject to and conditional upon :
 - 5.1.1 the LOCAL AUTHORITY and the ASSOCIATION approving the SCHEME and the building plans in respect of the SCHEME;
 - 5.1.2 the SELLER taking transfer of the PARENT PROPERTY and
 - 5.1.3 the SELLER being granted the necessary finance to purchase the PARENT PROPERTY and to develop the SCHEME as envisaged.

all by no later than 31 March 2012.

- 5.2 Should any of the aforesaid conditions not be met timeously, then in that event, this entire CONTRACT shall lapse and be of no further force and effect between the parties.
- 5.3 Notwithstanding the aforesaid, it is recorded that the aforesaid conditions have been inserted solely for the benefit of the SELLER, whom may waive compliance with one or more of the aforesaid conditions, prior to this CONTRACT lapsing as a consequence of their non-fulfilment.

*6 **CONSUMER PROTECTION ACT**

- 6.1 The PURCHASER, who is a JURISTIC PERSON, warrants to the SELLER that its asset value or annual turnover, at the DATE OF SIGNATURE and the DATE OF TRANSFER, shall equal or exceed the threshold determined by the Minister in terms of section 6 of the CPA (namely, R2,000,000.00 (TWO MILLION RAND)) and, as a consequence, the sale of the PROPERTY to the PURCHASER in terms of this CONTRACT, is exempt from the provisions of the CPA (save for the provisions of section 60 and 61 of the CPA).
- 6.2 It is recorded that the aforesaid warranty is material to the SELLER in entering into this CONTRACT.
- 6.3 The PURCHASER undertakes, within 7 (SEVEN) days of being requested to do so by the SELLER, to furnish the SELLER with its last audited financial accounts, and such other financial information in respect to the PURCHASER as the SELLER may reasonably require, in order to confirm that the PURCHASER'S asset value and/or turnover is as warranted in paragraph 6.1 above.

* **Delete if not a applicable**

DATED at.....this..... day of 2011

AS WITNESS:

1.

PURCHASER:

I acknowledge that I am acquainted with and understand the contents of this CONTRACT and that all the annexures referred to in this CONTRACT were attached hereto when I signed same.

CONSENTING SPOUSE

This portion to be signed by legal guardian / member / director/ trustee in the event of the PURCHASER being a minor / close corporation / company / trust.

.....
(Full names of the Guarantor)

of

.....
(Full address and telephone number)

hereby consents to the conclusion of this CONTRACT and guarantees and binds himself/herself as surety for and co-principal debtor in solidum with the PURCHASER to the SELLER for the due and punctual fulfilment and discharge of all the obligations undertaken by the PURCHASER to the SELLER pursuant to this CONTRACT, under renunciation of the benefits of excussion and division with the meaning and effect of which benefits and the renunciation thereof he acknowledges himself to be acquainted. No variation or amendment or novation of this CONTRACT shall prejudice the suretyship obligations hereby undertaken by the aforesaid guarantor, the object being that he shall remain liable at all times as surety and co-principal debtor, even if this CONTRACT is varied or amended or novated and even if the aforesaid PURCHASER is granted an indulgence by the SELLER.

DATED at.....this..... day of 2011

AS WITNESS :

1.

Guarantor

DATED at.....this..... day of 2011

AS WITNESS:

1.

SELLER

DATED at.....this..... day of 2011

AS WITNESS:

1.

For and on behalf of Wakefields Real Estate (Pty) Ltd accepting the benefits
conferred upon Wakefields Real Estate (Pty) Ltd in terms of this CONTRACT.