

**MOUNTAIN RIDGE  
E S T A T E**

**AGREEMENT OF SALE**

**ENTERED INTO BY AND BETWEEN**

**THE SELLER**

**WESTERN CAPE GOVERNMENT VIA ITS DEPARTMENT OF HUMAN SETTLEMENTS**

(as described in paragraph 1 of Schedule 1)

and

**THE PURCHASER/S**

.....  
.....

(as described in paragraph 2 of Schedule 1)

and

**THE DEVELOPER**

**ERF 16161 PAARL DEVELOPMENT (PTY) LTD**

(as described in paragraph 3 of Schedule 1)

  
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**PREAMBLE**

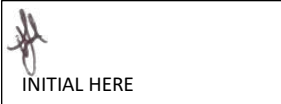
- A. The Seller and Developer have identified the Development Land for the development of housing and have entered into a Land Availability Agreement in terms of which the Seller has made the Remainder of Erf 16161, Paarl available to the Developer for the establishment of a township consisting of residential units, commercial, general residential and institutional units and the Developer will install services and perform the entire development function in respect of the Development.
- B. The Purchaser will purchase the Erf in terms of this Agreement;
- C. The Erf will be improved by the Developer, which will construct a residential house in terms of the Building Agreement to be concluded with the Purchaser.
- D. It is recorded that the Seller will not be involved with the construction of the residential house and has no contractual obligation to the Purchaser in respect of any construction work performed on the Erf and the Building Agreement is attached hereto for the sake of convenience.
- E. This Sale Agreement and the Building Agreement are however dependent on one another and consequently if either one of the agreements terminates for whatever reason, then so does the other.

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

**1. DEFINITION AND INTERPRETATION**

In this Agreement, unless the context otherwise indicates:

- 1.1. **"the Agreement"** means this agreement and any schedules hereto;
- 1.2. **"the Attorney(s)"** as described in paragraph 4 of Schedule 1, having due regard to 3.5 of the Land Availability Agreement;
- 1.3. **"Building Agreement"** means the agreement to be entered into simultaneously with this Agreement, for the construction of a house on the Erf;
- 1.4. **"Consideration Payable"** is the amount payable by the Purchaser for the Erf and the Contract Price as set out in paragraph 9 of Schedule 1;
- 1.5. **"Contract Price"** means the contract price as described in the Building Agreement;
- 1.6. **"the Developer"** is as described in paragraph 3 of Schedule 1;
- 1.7. **"the Development"** is as described in paragraph 5 of Schedule 1;
- 1.8. **"the Development Land"** means the Remainder of Erf 16161 Paarl;
- 1.9. **"direct marking"** shall mean to approach a person, either in person or by mail or electronic communication, for the direct or indirect purpose of promoting/ offering to supply, in the ordinary course of business, any goods or services to the person, as defined in the Consumer Protection Act 68 of 2008
- 1.10. **"Drakenstein Municipality"** means the local authority having jurisdiction over the Erf;
- 1.11. **"Erf"** is as described in paragraph 7 of Schedule 1;



- 1.12. **"FLISP subsidy"** is as described in Schedule 3;
- 1.13. **"the Housing Act"** means the Housing Act 107 of 1997;
- 1.14. **"Land Surveyor"** is as described in paragraph 6 of Schedule 1;
- 1.15. **"Land Availability Agreement"** shall refer to the Land Availability Agreement signed by the Seller, Drakenstein Municipality and the Developer on 30 March 2009, including all addenda thereto.
- 1.16. **"Mortgage Bond holder"** means any financial institution that has a mortgage bond registered over the Erf simultaneously with transfer of the Erf to the Purchaser.
- 1.17. **"Occupation date"** means the date determined for occupation in accordance with clause 10;
- 1.18. **"Purchase Price"** is as described in paragraph 9 of Schedule 1.
- 1.19. **"the Purchase Consideration allocation"** is as per paragraph 10 of Schedule 1;
- 1.20. **"Transfer date"** means the date determined for transfer of the Erf in accordance with clause 8.

**2. ANNEXURES**

The following documents are attached to this Agreement and initialed by the parties:

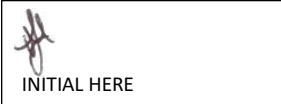
- 2.1. Schedule 1: The Transaction detail schedule attached;
- 2.2. Schedule 2: Site Development Plan;
- 2.3. Schedule 3: Building Agreement;
- 2.4. Schedule 4: Subsidy information and questionnaire;
- 2.5. Schedule 5: Purchaser Information Sheet;
- 2.6. Schedule 6: Instruction to invest monies.

**3. SALE**

- 3.1. The Seller hereby sells to the Purchaser who purchases the Erf as stipulated in Schedule 1 hereof subject to the terms and conditions as hereinafter recorded.
- 3.2. The Developer will construct a residential house on the Erf in accordance with the terms and conditions of the Building Agreement;
- 3.3. The Purchaser is aware of the fact that the Erf hereby sold, forms part of land that is being developed in phases, as determined by the Seller and the Developer and may possibly be governed by a Home Owners Association and subject to the constitution of such Association and the terms and conditions imposed by the Drakenstein Municipality and any other competent authority for the mutual benefit of all Erf owners in the Development. The Constitution of the Association shall be drafted by the Attorney in consultation with the Seller, the Developer and the Drakenstein Municipality having regard to the provisions of this Agreement and the Township Establishment Conditions.

**4. PURCHASE PRICE**

- 4.1. The Purchase Price in respect of the Erf is the amount stipulated in paragraph 7 of Schedule 1 hereto and is payable on date of registration of transfer. The Purchase Price includes the cost of the erf only.
- 4.2. The parties record that the Seller has made the Development Land available to the Developer in terms of the Land Availability Agreement which governs the rights and obligations of the Developer, including the payment of monies to the Seller.



- 4.3. The Purchaser shall, within 21 (twenty-one) days after date of fulfilment of the suspensive conditions contained in Clause 6 hereof, (which period may be extended at the sole discretion of the Developer), lodge with the Attorney an irrevocable guarantee or guarantees, which shall:
  - 4.3.1.1. be issued by a bank acceptable to the Developer and the terms and conditions of such guarantee must be acceptable to the Developer and the Attorney; and
  - 4.3.1.2. secure payment of all monies payable in terms of this Agreement against registration of transfer of the Erf in the name of the Purchaser and registration of a mortgage bond, taking into account any deposit paid by the Purchaser.

**5. ALLOCATION OF CONSIDERATION PAYABLE**

The components of the Consideration Payable are set out and contained in paragraph 9 of Schedule 1, are payable by the Purchaser against transfer on the Transfer Date.

**6. SUSPENSIVE CONDITIONS**

The provisions of this Agreement are subject to the fulfillment of the following suspensive conditions (collectively "Conditions"):

**6.1. Mortgage Bond**

- 6.1.1. Should the Purchaser require a loan in order to pay the Consideration Payable or any part thereof, then this sale shall be subject to the suspensive condition that the Purchaser obtains within 30 (thirty) days from date of signature hereof a loan for an amount as set out in paragraph 10 of Schedule 1 hereof, secured by a mortgage bond on the customary conditions from a financial institution against security of the Erf.
- 6.1.2. The Purchaser undertakes to forthwith lodge the required application for the said loan and supporting documents with the financial institution and to do everything that may be necessary to acquire the said loan. It is recorded that this clause is for the sole benefit of the Purchaser.
- 6.1.3. In the event of the Purchaser failing to apply for the said loan within 10 (ten) days after date of signature hereof, he/she shall be deemed to have waived and renounced the benefit of this clause and this clause shall no longer apply, and the Agreement shall accordingly no longer be subject to this condition, and the Purchaser shall then be obliged to pay the balance of the purchase price to the Attorneys as set out in clause 4 above, alternatively and within the sole discretion of the Developer exercised in writing, the sale shall lapse and shall be of no further force and effect.
- 6.1.4. The Developer shall during the loan application period be entitled to continue marketing of the Erf and accept other offers in respect of the Erf.
- 6.1.5. The Seller shall proceed with the first offer where all the suspensive conditions are fulfilled and where written confirmation is received by the Attorney in this regard. All other accepted offers will be terminated in that event and the parties reciprocally and irrevocably acknowledge that they shall have no further claims against one another arising out of the agreements that lapse as a result.

**6.2. Building Agreement**

- 6.2.1. This Agreement is subject to the Building Agreement being entered into simultaneously with signature of this Agreement.
- 6.2.2. Consequently, should the Building Agreement be cancelled or terminated for any reason whatsoever, then and in that event this Agreement shall also be cancelled or terminated and shall be of no further force or effect.



**7. VALUE ADDED TAX**

It is recorded that the Seller is not a registered vendor and consequently there is no VAT payable in respect of the Purchase Price.

**8. TRANSFER**

8.1. The Attorneys shall pass transfer of the Erf to the Purchaser as soon as is practically possible after fulfilment of the suspensive conditions contained herein and as soon as possible after the date of issue of an occupational certificate. It is recorded that the Purchaser is aware that the Erf is currently not serviced. The Seller and the Developer undertake to use their best endeavors to complete the installation of services within an approximate period of twelve months after approval has been granted in terms of the Land Use Planning Ordinance 15 of 1985.

8.2. The Purchaser shall sign all documents necessary and make available all information and documents required to give effect to this Agreement within 7 (seven) days after being called upon to do so. In this regard the Purchaser authorises the Attorneys to sign declarations to the Receiver of Revenue for purposes of transfer duty exemption.

8.3. The Purchaser shall accept title set out or referred to in the title deed of the Erf, and the transfer subject to all conditions, rules and servitudes benefitting or burdening the Erf, the land and the scheme, whether existing or hereafter imposed by any competent authority and/or imposed by the Seller.

8.4. The Seller shall not be liable for any deficit in size nor shall it benefit in respect of any surplus revealed with respect to the Erf on the finally approved General Plan within a 10% parameter.

**9. COSTS**

9.1. The costs of registration of transfer and bond registration costs for a bond not exceeding the Consideration Payable, as well as all other costs that may be incurred to effect registration of transfer of the Erf, are included in the Consideration Payable.

9.2. The Building Agreement shall make provision for the costs and fees charged by the financial institution granting the bond including costs of valuation, administration fees, commission and bank charges.

9.3. In the event of the Purchaser having a bond approved for a bond amount in excess of the Consideration payable then the Purchaser will pay the excess legal costs involved for the registration of the bond.

9.4. It is recorded that there will be no agent’s commission payable on this transaction.

**10. POSSESSION AND OCCUPATION**


10.1. Possession and occupation of the Erf shall be given to and taken by the Purchaser on the Transfer Date unless the Parties specifically agree to another date in writing.

10.2. All the risk and benefit in respect of possession of the Erf shall pass to the Purchaser on the Transfer Date.

10.3. The Seller shall not be liable for any damages that the Purchaser may suffer as a result of a delay in registration of transfer.

10.4. The Purchaser acknowledges and accepts that while the Development is incomplete, the Purchaser and / or other occupants of properties which are part of the Development may suffer inconvenience from building operations and from noise and dust resulting therefrom.

10.5. The Purchaser shall not have any claim whatsoever against the Seller or Developer by reason of any inconvenience suffered as a result of building/construction on the Development.

  
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**11. OCCUPATIONAL INTEREST PAYABLE BY THE PURCHASER**

- 11.1. In the event of the date of occupation being prior to the Transfer Date, despite the provisions of Clause 10 above, the Purchaser shall pay occupational interest to the Developer as determined in Clause 11.2 below.
- 11.2. Occupational interest shall be determined as set out in Paragraph 8 of Schedule 1 hereto.

**12. ELECTRICAL CONNECTION**

- 12.1. The Developer shall deliver to the Purchaser, at the expense of the Developer, a Section 31 certificate of electrical compliance and electrical connection, such certificate to be delivered to the Purchaser on the Transfer date.
- 12.2. The Purchaser shall arrange for the connection of electricity directly from Drakenstein Municipality.

**13. CAPACITY OF THE PURCHASER**

In the event that the Purchaser signs this Agreement as agent for a company or close corporation to be incorporated:


- 13.1. the PURCHASER in his personal capacity shall be regarded as the purchaser in terms of this Agreement unless the said company is incorporated and duly adopts and ratifies this Agreement within 21 (twenty-one) days after the date upon which the SELLER signs this Agreement; and
- 13.2. in the event of the said company being duly incorporated and adopting and ratifying this Agreement in terms as set out above, then the PURCHASER, by his signature hereto, hereby interposes and binds himself in favour of the SELLER as surety for and co-principal debtor in solidum with such company for the due and timeous performance by it of all of its obligations as PURCHASER in terms of this Agreement.

**14. DOMICILIUM AND NOTICES**

- 14.1. Each party chooses as his *domicilium citandi et executandi* the address as set out in paragraphs 1, 2 and 3 respectively of Schedule 1, at which address all notices and legal process in relation to this Agreement or any action arising there from may be effectually delivered and served on such party.
- 14.2. Any notice given by one of the parties to the other ("the addressee") which:
  - 14.2.1. is delivered by hand to the addressee's *domicilium citandi et executandi* shall be presumed until the contrary is proved to have been received by the addressee on the date of delivery; or
  - 14.2.2. is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's *domicilium citandi et executandi* shall be presumed until the contrary is proved to have been received by the addressee on the fifth day after the date of posting; or
- 14.3. Either party shall be entitled, on written notice to the other, to change the address of his *domicilium citandi et executandi*.

**15. GENERAL**

- 15.1. The parties undertake to do all such things as may be necessary, incidental or conducive to the implementation of the terms, conditions and import of this Agreement.
- 15.2. This Agreement constitutes the sole and entire Agreement between the parties and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained or recorded herein shall be of any force or effect, unless such further Agreement or amendment of this Agreement is in the form of a written agreement signed by both parties.

  
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- 15.3. No indulgence which either party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.
- 15.4. The Purchaser warrants that all consents required in terms of the Matrimonial Erf Act No 88 of 1984 have been duly furnished and that all information supplied to the financial institution will be true and correct.
- 15.5. It is hereby recorded that the headings to the clauses in this Agreement are inserted for information only and will have no relevance in the interpretation thereof.
- 15.6. Unless inconsistent with the context, any expression herein contained, which denotes-
- 15.6.1. the singular, includes the plural (and vice versa);
  - 15.6.2. a natural person, includes a juristic person; and
  - 15.6.3. any gender, includes the others.
- 15.7. Should any provision of this Agreement be found to be void or unenforceable, it shall be severable from the rest of the Agreement and shall not affect the validity of the remaining provisions of the Agreement.

## **16. RIGHT TO RESILE**

The Agreement shall be subject to the following resolute condition:

- 16.1. The Seller and/or Developer reserve the right to resile from this Agreement by 31 January 2017 in the event of insufficient sales of Properties or for any other reason making the development not feasible for the Developer. In such an event, the Seller and Developer shall not be liable to the Purchaser for any loss whatsoever.
- 16.2. In the event of the Seller and/or Developer resiling from this Agreement as contemplated in clause 16.1, any amounts paid towards the Purchase Price together with interest earned thereon shall be refunded to the Purchaser.
- 16.3. This clause 16 is inserted for the benefit of the Seller and/or Developer and they may waive the benefits arising from this clause at any time and in which event no agent fee will be payable.

## **17. JURISDICTION**

- 17.1. The parties hereby consent in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28(1) of the said Magistrate's Court Act in any action or court procedure instituted by a Party arising out of this Agreement.
- 17.2. Notwithstanding the above, the parties shall be entitled to institute any action or court procedure in respect of a dispute arising out of this Agreement in any Court having jurisdiction.

## **18. THE CONSUMER PROTECTION ACT**

- 18.1. The Purchaser acknowledges that:
- 18.1.1. he has acquainted himself with the nature, condition, beacons, extent and locality of the land on which the Erf will be situated. The Purchaser confirms that he is aware of section 55 (6) of the Consumer Protection Act 68 of 2008 ("CPA"), in that the Erf is offered in the condition that it is in without any warranty, voetstoots and the Erf is accepted by the Purchaser; on that basis; and
  - 18.1.2. the Purchaser has inspected the Erf and found the Erf, to the exclusion of any building thereon which forms the subject of a separate agreement, to be reasonably suitable for the purpose of which it is generally intended as set out in 55 (2) of the CPA;
  - 18.1.3. It is recorded that the Seller and Developer are in the process of developing the land for the installation of services and consequently the Erf may have a different elevation and/or gradient once this has been completed due to soil transfer.

18.2. For the purposes of the CPA, the Purchaser and the signatory on his behalf (where applicable), after due consideration, by his signature of this Agreement, acknowledges and agrees that:

- 18.2.1. he has entered into this Agreement freely and voluntarily and that no circumstances exist for him alleging either now or at any future time that he was at a disadvantage in agreeing to the terms and conditions contained herein;
- 18.2.2. he has done his own investigation prior to deciding to enter into this Agreement and without any undue influence, pressure, duress, harassment or unfair tactics from the Seller or Developer.;
- 18.2.3. he understands the content, significance and import of this Agreement without undue effort, having regard to –
  - 18.2.3.1. the context, comprehensiveness and consistency of the Agreement;
  - 18.2.3.2. the organisation, form and style of the Agreement;
  - 18.2.3.3. the vocabulary, usage and sentence structure of the agreement; and
  - 18.2.3.4. the use of any illustrations, examples, headings or other aids to reading and understanding.

18.3. The Developer shall on or before the signature date hereof disclose any defects on the Erf to the Purchaser, if there are any.

**19. CESSION**

The Purchaser shall not be entitled to cede and/or assign this Agreement in any way whatsoever without the Seller and Developer's prior written consent.

**20. BREACH AND CANCELLATION**

20.1. If the Purchaser commits a breach of this Agreement or fails to comply with any of the provisions hereof within 10 (ten) days after receipt of a notice to remedy the breach or comply, then the Seller and/or the Developer on behalf of the Seller shall have the right, but not be compelled, and without prejudice to any of the Seller's rights or remedies including his right to damages, either:

- 20.1.1. to cancel this Agreement; or
- 20.1.2. to claim immediate performance; and/or
- 20.1.3. to claim payment of all the Purchaser's obligations in terms of this agreement.

20.2. Should the Purchaser dispute the Seller's and/or the Developer's right to cancel this Agreement, then pending the determination of that dispute the Purchaser shall be obliged to continue payment of all amounts payable by him in terms of this Agreement on the due dates thereof and the Seller shall be entitled to recover and accept those payments without prejudice to the Seller's claim for cancellation of this Agreement or any other rights of the Seller whatsoever.

20.3. Upon cancellation of this Agreement for any reason whatsoever, the Purchaser hereby undertakes to forthwith vacate the Erf or to procure that the Erf be vacated by any person occupying it through the Purchaser's title or by his permission. The Erf shall be returned to Seller in the same good order and condition as at the Occupation date.

**21. COOLING OFF RIGHTS**

21.1. The Purchaser's attention is drawn to the provisions of clause 16 of the CPA in terms of which the Purchaser may rescind this transaction without any reason or penalty by notice to the Seller in writing or another recorded manner and form within 5 (five) business days after this Agreement was concluded if this Agreement

  
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resulted from any Direct Marketing. This remedy is in addition to and not in substitution for any right to rescind this Agreement which may otherwise exist in law between the Seller and the Purchaser.

21.2. In the event of the Purchaser being a natural person who has not reserved the right to appoint a nominee and where the Purchase Price is R250 000.00 or less, then the Purchaser’s attention is drawn to the Purchaser’s rights in terms of Section 29A of the Alienation of Land Act 68 of 1981 (as amended) to revoke the sale by written notice to the Seller or the Seller’s agent within a period of 5 days calculated from and including the day after signature hereof by the Purchaser, but excluding Saturdays, Sundays and Public Holidays.

**22. INDEMNITY**

The Developer hereby indemnifies and agrees to keep the Seller indemnified against all and any cost, damage, action or claim of any nature that the Purchaser might otherwise have against the Seller from whatsoever cause and arising from or out of or in any way associated with the provisions of this Agreement, the construction of a house on the Erf, the Purchaser’s occupation thereof or flowing from or as a result of rights and obligations imposed by the CPA, the NHBRC or any other statutory obligation.

**23. RESTRICTION ON SALE**

Should the Purchaser receive a subsidy as a contribution towards the Purchase Price of the Erf, sections 10A and 10B of the Housing Act, shall be applicable to this sale and the future dealings with the Erf then, and in that event-

23.1. the Purchaser shall not be entitled to sell or otherwise alienate the Erf within a period of 8 (eight) years from the Transfer date, unless the Erf has first been offered to the Seller and in which event the provisions of Section 10 A (2), (3) and (4) of the Housing Act as is quoted in Schedule 4 shall apply; and

23.2. the Purchaser’s successors-in-title or creditors in law, other than creditors in respect of credit-linked subsidies, shall not sell or otherwise alienate the Erf unless the Erf has first been offered to the Seller at a price not greater than the subsidy which the Purchaser received for the Erf and in which event the provisions of Section 10 B (2),(3), (4),(5) and (6) of the Housing Act shall apply.

23.3 The Purchaser undertakes to apply to the Seller for the waiver by the Seller of its pre-emptive right as set out in 23.1 above in favor of the Mortgage Bond holder to the effect that:

23.1.1 The said pre-emptive right shall at all times be subordinate to the rights of the Mortgage Bond holder under the Mortgage Bond, and;

23.1.2 Should the Mortgage Bond holder follow due process that results in the Erf being sold in execution or as a result of the sequestration or insolvency of the Purchaser, then the Seller shall waive its pre-emptive right and allow the Erf to be sold to any purchaser at a sale in execution or sale from the insolvent estate.

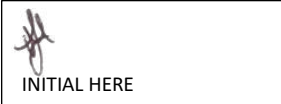
23.1.3 The Purchaser shall be entitled to opt for an alternative sale process for properties in distress as applied from time to time by the Mortgage Bond holder in the event of a distressed sale at the instance of the Mortgage Bond holder.

23.1.4 The Mortgage Bond holder shall be entitled to apply all proceeds from a sale in execution or alternative sale process towards payment of all money due to the Mortgage Bond holder by the Purchaser.

2.3.1.5 The consent of the Seller shall not be required for a sale or transfer of the Erf to any purchaser (including the Mortgage Bond holder) resulting from a sale in execution or following foreclosure proceedings (inclusive of an alternative sale process as applied by the Mortgage Bond holder) or from the Purchaser’s insolvent estate.

**24. SPECIAL CONDITIONS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**25. SIGNATURES**

- 25.1. It is recorded that this document is intended to be signed firstly by the Purchaser and thereafter by the Seller and the Developer.
- 25.2. The Purchaser acknowledges that his signature hereto constitutes an offer by him to purchase the Erf on the terms and conditions set out herein, which offer shall remain irrevocable for a period of 14 (fourteen) days and available for acceptance by the Seller and Developer at any time within the said period.

**SIGNATURE OF PURCHASE**

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

AS WITNESSES:

1.  \_\_\_\_\_  
**PURCHASER 1**

2. \_\_\_\_\_  
**PURCHASER 2**

**SIGNATURE OF SELLER**

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

AS WITNESSES:

1.  \_\_\_\_\_

2. \_\_\_\_\_  
**SELLER**

**SIGNATURE OF DEVELOPER**

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

AS WITNESSES:

1.  \_\_\_\_\_

2. \_\_\_\_\_  
**DEVELOPER**



**SCHEDULE 1****1. Description of SELLER****WESTERN CAPE GOVERNMENT VIA THE DEPARTMENT OF HUMAN SETTLEMENTS**Address: **10<sup>th</sup> Floor, 27 Wale Street, Cape Town, 8000.**Telephone: **021 483 3896**Facsimile: **021 483 4785**E-mail: **Human.Settlements@westerncape.gov.za**

Herein represented by **Zane Kenneth Meyer** in his/her capacity as **Director of Faure & Faure**, duly authorized thereto.

**2. Description of PURCHASER**

Identity Number: \_\_\_\_\_ (copy attached)

(if no identity number, then date of birth and passport number)

Marital Status: ANC/COP/Foreign Marriage \_\_\_\_\_ (country) (copy of marriage Certificate attached)

Date of Marriage: \_\_\_\_\_ Place of Marriage: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Cellphone: \_\_\_\_\_ E Mail: : \_\_\_\_\_

and

Identity Number: \_\_\_\_\_ (copy attached)

(if no identity number, then date of birth and passport number)

Marital Status: ANC/COP/Foreign Marriage \_\_\_\_\_ (country) (copy of marriage Certificate attached)

Date of Marriage: \_\_\_\_\_ Place of Marriage: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_


Cellphone: \_\_\_\_\_ E Mail: : \_\_\_\_\_

**3. Description of DEVELOPER**

Name of Entity: **Erf 16161 Paarl Development (Pty) Ltd**

Registration Number: **2008/002464/07**

Sale Agreement

  
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Address: 25 Jan Conradie Crescent, Asla Park, Strand, 7140

PO Box 118, Gordons Bay, 7151

Telephone: 021 8458335

Facsimile: 021 8458552

E-mail: [gustav@asla.co.za](mailto:gustav@asla.co.za)

NHBRC Registration Number: \_\_\_\_\_

**4. The Attorneys**

Faure & Faure Inc 227, Main Road, Paarl, 7646

Tel: 021 8711200

Fax: 021 8725800

**5. The Development**

The township development to be conducted on the Development Land by the Developer.

**6. The Land Surveyor**

René Pesch or any other Land Surveyor appointed by the Developer.

**7. Description of Erf and Erf Purchase Price**

THE ERF	EXTENT ±	PURCHASE PRICE
ERF No _____	_____ m <sup>2</sup>	R _____

**8. Occupational Interest**

Amount of occupational interest R \_\_\_\_\_; \_\_\_\_\_)

**9. Consideration Payable:**

9.1 Purchase Price: Erf: R \_\_\_\_\_;

9.2 Construction Cost of House (VAT Incl.): R \_\_\_\_\_;

9.3 Add Optional Extras R \_\_\_\_\_;

9.4 Total consideration payable: R \_\_\_\_\_;

**10. Payment Method:**

10.1 Deposit R \_\_\_\_\_;

10.2 Mortgage Bond amount: R \_\_\_\_\_;

10.3 FLISP amount: R \_\_\_\_\_;

10.4 Total purchase price: R \_\_\_\_\_;

SCHEDULE 2

SITE DEVELOPMENT PLAN



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**SCHEDULE 3****SUBSIDY INFORMATION AND QUESTIONNAIRE**

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1. FLISP Subsidy

- 1.1. This State driven Finance Linked Individual Subsidy Programme (FLISP) will provide qualifying households who have secured mortgage finance to acquire residential Erf for the first time, a once-off payment.
- 1.2. Beneficiaries should;
  - 1.2.1. -jointly earn between R3 501 and R22 000 per month;
  - 1.2.2. -be South African citizens with a valid ID document;
  - 1.2.3. -not have received a previous government housing subsidy;
  - 1.2.4. -not own, or previously owned property;
  - 1.2.5. -be legally competent i.e. over 18 years and of sound mind;

**SCHEDULE 4****INFORMATION AND DOCUMENTATION REQUIRED FROM THE PURCHASER**

1. In terms of the Financial Intelligence Centre Act no, 38 of 2001 (FICA), the following information is supplied by the purchaser who, by affixing their signatures hereto, certify this information to be absolutely correct. Should an Agreement of Sale be entered into between the Seller and the Purchaser, this information will be deemed an integral part of such Agreement of Sale and will be used in the transfer and the financing process.

<b>INFORMATION</b>	<b>PURCHASER</b>	<b>JOINT PURCHASER</b>
<b>Surname</b>		
<b>First Name</b>		
<b>Maiden Name</b>		
<b>ID Number/Passport</b>		
<b>Marital Status (MICP/ANC)</b>		
<b>Place of Birth</b>		
<b>Residential Address (Provide proof of Municipal Account / Telephone Account)</b>		
<b>E-mail Address</b>		
<b>Telephone Number (Work)</b>		
<b>Income Tax Ref Number (Provide copy of letter from SARS)</b>		
<b>Nationality</b>		

2. In the case of the PURCHASER being a company or a trust, the full name(s) of the representative(s) is required, as well as a copy of the resolution, certificate of Incorporation/Letters of Authority for a Trust.

SIGNED by/on behalf of the PURCHASER

\_\_\_\_\_  
**PURCHASER 1**

\_\_\_\_\_  
**PURCHASER 2**

\_\_\_\_\_  
**SELLER**

\_\_\_\_\_  
**DATE**

Sale Agreement

  
INITIAL HERE

**SCHEDULE 5****INSTRUCTION TO INVEST TRUST MONEYS***(In respect of a conveyancing transaction)**Section 78(2A) of the Attorneys Act, 1979 (Act No 53 of 1979)*

To: Faure & Faure Inc  
 Attorneys, Notaries & Conveyancers  
 Paarl


**TRANSFER FROM: WESTERN CAPE GOVERNMENT VIA THE DEPARTMENT OF HUMAN SETTLEMENTS****TO:** \_\_\_\_\_**OF: ERF** \_\_\_\_\_**I/We, the undersigned,**

being the Transferee/s in the abovementioned transaction, hereby confirm my/our instructions to Faure & Faure Inc to invest with ABSA and / or STANDARD BANK all funds paid to Faure & Faure Inc by me/us on account of the purchase price, on the basis that:

1. the amount is invested in a trust savings account or other interest-bearing account;
2. the account contains a reference to Section 78(2A) of the Attorneys Act 1979 (Act No 53 of 1979);
3. the interest which accrues on such investment is to be for the company /my benefit and is to be paid to me/us/it, after deducting your professional fee and costs for administering the investment, as soon as possible after the date of registration of the above-mentioned transaction;
4. the capital amount invested is to be paid in accordance with the transferor's instructions on the date of registration of transfer.
5. I am aware of the fact that while the funds are so invested with the said bank, the funds are not protected against a possible liquidation of the said bank.

\_\_\_\_\_  
**PURCHASER 1**\_\_\_\_\_  
**PURCHASER 2**\_\_\_\_\_  
**DATE**

Sale Agreement



INITIAL HERE





**ADDENDUM TO SALES AGREEMENT**

**CONSENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT**

*This addendum entered into by the Purchaser/s and the Seller/s only amplifies the Principal Agreement with regards to the below provisions in order to comply with the Protection of Personal Information Act, 4 of 2013*

**PROPERTY DESCRIPTION:** \_\_\_\_\_  
\_\_\_\_\_

**SELLER/S:**

**WESTERN CAPE GOVERNMENT VIA ITS DEPARTMENT OF HUMAN SETTLEMENTS**

**DEVELOPER:** \_\_\_\_\_

**PURCHASER:** \_\_\_\_\_

(Full Names & Surname)

**JOINT PURCHASER:** \_\_\_\_\_

(Full Names & Surname)

The Seller/s and the Purchaser/s (hereinafter collectively referred to as “**the Parties**” mentioned above have entered into an agreement of sale of immovable property and understand that, for the transaction to process their personal information has to be shared with certain third parties. The parties therefore now hereby enter into this addendum in order to grant such consent.

The parties hereby expressly grant permission that their personal information contained in the agreement of sale and its annexures be shared with the mortgage bond originators or any other financial institution for the purpose of obtaining a mortgage bond, the appointed conveyancing attorneys, the South African Revenue Services, the Financial Intelligence Centre, local municipalities, relevant body corporates or homeowners associations, the offices of the Registrar of Deeds and the Master of the High Court, or any other third party for the purpose of finalising the transaction as contemplated in the agreement of sale.

SIGNED by **PURCHASER/S** at \_\_\_\_\_ on \_\_\_\_\_ 202\_

*The Seller/s hereby also **consent** to the retaining of their personal information by \_\_\_\_\_  
\_\_\_\_\_ (Real Estate Agency) for the purposes of future business and/or marketing.*

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
JOINT PURCHASER

\_\_\_\_\_  
AS WITNESS

SIGNED by **SELLER/S** at \_\_\_\_\_ on \_\_\_\_\_ 202\_

*The Seller/s hereby also **consent** to the retaining of their personal information by \_\_\_\_\_  
\_\_\_\_\_ (Real Estate Agency) for the purposes of future business and/or marketing.*

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
JOINT PURCHASER

\_\_\_\_\_  
AS WITNESS