AGENT Name, nr & email:

AGREEMENT OF SALE
PACKAGE DEALS– FULL TITLE (TURNKEY DEVELOPMENT)
KOSMOSDAL X 86 TOWNSHIP

entered into by and between:

COGNITUS CC
(Registration No : 1997/067496/23)
(represented herein by the person indicated on the final page of the **First Schedule**, duly authorized thereto)
[Hereinafter referred to as the "**Developer**"]

And

THE PURCHASER
(as defined in paragraph A1 of the **First Schedule**, represented herein by the person indicated thereon, duly authorised thereto)

LIST OF DOCUMENTS

1. The **First Schedule**, containing all the particulars of the **Purchaser**.
2. The **Second Schedule**, containing all the standard terms and provisions of the **agreement**.

FIRST SCHEDULE

A.1	(i)	Name of **Purchaser**	:	_____
	(ii)	Marital status *	:	_____
	(iii)	Identification/Registration No:	:	_____
	(iv)	Physical address	:	_____
	(v)	Postal address	:	_____
	(vi)	Telephone number	:	_____
	(vii)	Cell number	:	_____
	(vii)	Fax number	:	_____
	(viii)	E-mail address	:	_____
	(ix)	Developer Represented by		
		(duly authorised thereto)	:	_____

A.2	(i)	Name of **Co-Purchaser / Spouse**	:	_____
	(ii)	Marital status *	:	_____
	(iii)	Identification/Registration No:	:	_____
	(iv)	Physical address	:	_____
	(v)	Postal address	:	_____
	(vi)	Telephone number	:	_____
	(vii)	Cell number	:	_____
A.3	**Purchase price** (comprised of the following)		:	R_____(VAT inclusive) R_____ _____ _____ (VAT inclusive)
	A.3.1	Deposit (if applicable)	:	_____ (_____)
	A.3.2	Balance of purchase price to be paid	:	R_____ (_____)

A.4 **Principals**

Full particulars of each member/shareholder/trustee of the **Purchaser** *

1.	Full names	:	_____
	Identity number	:	_____
	Physical & residential address	:	_____
	Physical employment address	:	_____
	Telefax no	:	_____

* Percentage interest in **Purchaser**

* ***If there are 3 (three) or more principals, the particulars of each such principal must be incorporated in an addendum to this agreement***.

A.5	**Occupation date**	:	shall mean the date on which the **Purchaser** delivers to the **developer's attorneys** the guarantees referred to in 4.2 below;
A.6	**Property**	:	_____ _____
A.7	**Estimated levy**	:	R400.00 per month (inclusive of VAT) for calendar year 2016)
A.8	**Nominated Conveyancer**	:	Y. EBRAHIM ATTORNEYS M Floor, Protea Towers, 246 Paul Kruger Street, entrance Cnr Pretorius & Bank Lane, Pretoria Central, 0002 Tel: 087 944 5124 E-mail: shazia@yeattorneys.co.za

1. INTERPRETATION AND DEFINITIONS

1.1. In this **agreement**, unless the context clearly indicates a contrary intention, the words herein below defined shall have the meanings assigned to them, and cognate expressions shall bear corresponding meanings:

1.1.1. this "**agreement**"	:	shall mean this agreement and all annexures thereto, which annexures shall form an integral part of the agreement;
1.1.2. "**bond amount**"	:	shall mean the amount referred to in A.3. in the First Schedule;
1.1.3. "**bond originator**"	:	shall mean the mortgage bond originator nominated by the developer being Equity Vestors CC 2006/117381/23;
1.1.4. "**conditions of establishment**"	:	shall mean the conditions relating to the establishment of the **township** which were issued by the local authority on the 2nd October 2015 and for purposes of this agreement, they include all amendments and/or additions and/or additions and/or variations to the said conditions which may still be made by the director or the local authority after the said date;
1.1.5. the "**deposit**"	:	shall mean the amount referred to in A.3.1 of the First Schedule, which includes Value Added Tax;
1.1.6. "**Developer**"	:	shall mean **Cognitus CC** (Registration No:1997/067496/23), herein represented by the person indicated on the final page of the First Schedule, duly authorised thereto);
1.1.7. "**developer's attorneys**"	:	shall mean **Y. Ebrahim Attorneys,** situated at Protea Towers, M Floor, 246 Paul Kruger Street, entrance cnr Pretorius & Bank Lane, Pretoria Central, or such firm of attorneys as may be nominated by them from time to time (as indicated on the first page of the agreement);
1.1.8. "**director**"	:	shall mean the Chief Executive Officer, Department of Development Planning and Local Government, Gauteng Province;
1.1.9. "**estate agent**"	:	_____;
1.1.10. "**initial levy**"	:	shall mean the amount referred to in A.7 of the **First Schedule**.
1.1.11. "**local authority**"	:	shall mean the City of Tshwane Metropolitan Municipality or its successors in title from time to time;
1.1.12. "**occupation date**"	:	shall mean the date as referred to in A.5 of the First Schedule, on which date the **Purchaser** shall be entitled to take occupation of the property subject to paragraph 6 below. Every reference in this **agreement** to the "**occupation date**" will be a reference to the said date whether or not the **Purchaser** actually takes occupation of the **property** on that date;
1.1.13. "**Ordinance**"	:	shall mean the Town Planning and Townships Ordinance No 15 of 1996 (as amended from time to time);
1.1.14. "**parties**"	:	shall mean the **Purchaser** and the **Seller** collectively;
1.1.15. "**proclamation**"	:	shall mean proclamation of the **township** in terms of Section 103 of the **Ordinance**.
1.1.16. "**property**"	:	shall mean the improved property described in A.6 of the First Schedule and Schedule of Plans and Finishes in **Annexure "A"**, the precise form, and/or location and/or area of which **property** may be influenced by the later provisions contained in this **agreement**.
1.1.17. "**Purchaser**"	:	shall mean the party indicated in A1 of the First Schedule;
1.1.18. "**purchase price**"	:	shall mean the purchase price as referred to in A.3 of the First Schedule (inclusive of Value Added Tax);
1.1.19. "**Registrar of Deeds**"	:	shall mean the Registrar of Deeds, Pretoria and the Deeds Office in respect the said Registrar of Deeds has jurisdiction;
1.1.20. "**registration date**"	:	shall mean date of registration of transfer of the **property** into the name of the **Purchaser**;
1.1.21. "**signature date**"	:	shall mean the date of signature of **this agreement** by the last of the parties to sign same;

1.1.22. "**township**" : shall mean-

1.1.22.1. Kosmosdal Extension 86 Township which is developed on Portion 416 of the Farm Olievenhoutbosch 389 in terms of which the **Developer** has made an application in terms of the **Ordinance** for the establishment of a formal township of the said land and the City of Tshwane Metropolitan Municipality under conditions approved the application to develop the township on 2 October 2015and indicated that the township will be known as Kosmosdal Extension 86 Township;

1.1.22.2. Kosmosdal Extension 86 Township indicated on the approved general plan SG2872/2014 of **township** which is attached hereto (the "general plan");

1.1.22.3. Kosmosdal Extension 86 Township in its proposed form consisting of 335 residential erven;

1.2. Words importing the singular shall include the plural and *vice versa*, words importing the masculine gender shall include the other genders and *vice versa* and natural persons shall include juristic persons and *vice versa*.

1.3. The head notes to the paragraphs of this **agreement** are inserted for purposes of reference only and shall not affect the interpretation of any provisions to which they relate.

1.4. In the event that any definition in paragraph 1 contains substantive provisions, then such provisions shall be given effect to as if same were incorporated into the main body of this **agreement**.

1.5. When any number of days is prescribed in this **agreement**, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day is not a business day, in which case, the last day shall be the next succeeding business day.

1.6. Where any term is defined within the context of any particular paragraph in this **agreement**, the term so defined, unless it is clear from the paragraph in question that the term so defined has limited application to the relevant paragraph, shall bear the meaning ascribed to it for all purposes in terms of this **agreement**, notwithstanding that that term has not been defined in this interpretation paragraph.

1.7. Expressions defined in this **agreement** shall bear the same meanings in schedules or addenda to this **agreement** which do not themselves contain their own definitions.

2. PURCHASE AND SALE

The **Developer** hereby sells the **property** to the **Purchaser**, who purchases it, subject to the provisions contained or referred to in **this agreement** and subject to:

2.1. The **Conditions of Establishment** (whether or not they may have been amended above or may still be amended after the date of this **agreement**); and

2.2. The conditions of title contained in the title deed/s of the **township** land, duly amended in terms of any relevant provision of the **Conditions of Establishment** or still to be amended at the instance of the **director** or the **local authority** or the **Registrar of Deeds**; and

2.3. The provisions of the existing town planning scheme as amended or still to be amended or added to as contemplated in the **Conditions of Establishment**.

3. PURCHASE PRICE AND PAYMENT

3.1. The **purchase price** of the **property** is the amount stipulated in A.3.

3.2. The **purchase price** is payable by the Purchaser as follows:

3.2.1. Should a deposit be payable in terms of A.3.1 of the First Schedule, such deposit shall be **payable** to the **developers attorneys** within 14 days of **signature date**. The **developer's attorneys** trust account details appear in 3.6below. The **Purchaser** instructs the **Developer's attorneys** to invest the deposit in an interest bearing trust account in terms of the provisions of Section 78 (2)(A) Attorneys Amendment Act No. 53/1973, and to pay over the deposit to the **Developer** on **registration date**. All interest earned on the aforesaid investment will accrue to the **Purchaser**.

3.2.2. The **Purchaser** undertakes and binds himself to cause a guarantee/s to be issued for the balance of the **purchase price** referred to in A.3.2 of the first schedule to the satisfaction of the **Developer** or the **developer's attorneys** in terms of which payment of such balance of the purchase price is guaranteed by a duly registered South African Commercial Bank and payable on the registration date;

3.3. The **Purchaser** shall be liable for the costs of the guarantee/s referred to in paragraph 3.2.2above.

3.4. The guarantee/s referred to in paragraph 3.2.2shall be delivered to the **developer's attorneys** within 21 days of fulfillment of the suspensive conditions referred to in paragraph 4.1below. However, should the provisions of paragraph 4 below not be applicable, the **Purchaser** shall be obliged to deliver the guarantee/s to the **developers attorneys** within 21 days of receiving written request from the **developers attorneys**.

3.5. All amounts payable in terms of this **agreement** shall be paid without deduction at the address appointed for payment above or at such other place or places in the Republic of South Africa as the **Developer** may indicate in writing.

3.6. Details of the **developer's attorneys** trust account are as follows:

ACCOUNT NAME	:	Y. EBRAHIM ATTORNEYS TRUST ACCOUNT
BANK	:	FIRST NATIONAL BANK
ACCOUNT NUMBER	:	623 722 04570
ACB	:	252245
REF:	:	_____

4. BOND

4.1. **This agreement** is subject to the suspensive condition that the **Purchaser** obtains a loan for the balance of the purchase price referred to in A.3.2 of the First Schedule, from a registered South African Banking Institution within 30 (thirty) **days** of **signature date**.

4.2. The **Purchaser** is obliged to within 7 (seven) days after **signature date** to apply for the loan by utilizing the services of the **bond originator** and furthermore to ensure and procure that the financial institution from which the **purchaser** obtains the loan, instructs the **developer's attorneys** to effect registration of the bond.

4.3. Should the **Purchaser** fail to apply for the loan within the period of time contemplated in 4.2above, without prejudice to any other remedy which the **Developer** may have, the **Developer** will be entitled to apply for such loan on behalf of the **Purchaser** and to sign the necessary application document/s on behalf of the **Purchaser** and take all other steps which may be required in this regard.

4.4. Should the condition not be fulfilled within the time limit stipulated in 4.1, and the said conditions remain unfulfilled for a period of 7 (seven) **days** after notice has been given by either of the **parties** to the other that it intends withdrawing from the **agreement** due to non-fulfillment of the condition that has remained unfulfilled, which notice shall not be given before the final **day** set for fulfillment as contemplated in 4.1, this **agreement** shall then lapse and be of no further force or effect;

4.5. Notwithstanding any other provision to the contrary contained in this paragraph, the **purchaser** shall be entitled to waive compliance with any of the suspensive conditions referred to above at any stage before the final day of the notice period of 7 (seven) **days** referred to in 4.4 above.

5. INTEREST – LATE PAYMENT – DELAY IN TRANSFER

5.1. Without prejudice to, and in addition to any other rights which the **Developer** may have, the **Developer** will be entitled to payment of interest by the **Purchaser** on all amounts due in terms of **this agreement** and which are made after any respective due date. Such interest will be calculated at a rate equal to the prime rate of interest charged from time to time by Investec Bank Limited on unsecured overdrafts to its most favoured customers, plus 2% (two percent) thereon.

5.2. Should the transfer be delayed as a result of the **purchaser's** failure to comply with any of his legal obligations, the **Developer** will be entitled to payment of interest on the unpaid portion of the purchase price at the rate stipulated in 5.1for the period of the delay.

6. OCCUPATION, POSSESSION, RISK AND BENEFIT:

6.1. Ownership of the **property** shall pass to the **Purchaser** on the **registration date** on which date all benefit and risk in and to the **property** will pass to the **Purchaser;**

6.2. Subject to the **Purchaser** timeously complying with its obligations in terms of 3.2.1and 3.2.2above as well as 6.5below the right to occupy and possess the **property** will pass to the **purchaser** on the **occupation date**;

6.3. The occupational rent payable, by the **Purchaser** to the **Seller** for the occupation of the **property** prior to the **registration date,** shall be an amount of

R10 000.00 (Ten Thousand Rand) per month;

6.4. Subject to 6.5below, the occupational consideration stipulated in 6.3 above, shall be payable by the **Purchaser** to the **Seller** in advance on or before the 01st (first) day of every month until **registration date**;

6.5. The occupational rent payable, for the first month of occupation, shall be paid prior to the **Purchaser** taking occupation of the property on the **occupation date** and such first occupational rent shall be an amount calculated pro rata from the **occupation date** to the last day of that month;

6.6. From the **occupation date**, the **Purchaser** shall be liable for payment of all municipal charges relating to the use and consumption of water and electricity on the **property**;

6.7. Should registration take place on a day other than the last day of any month, the **Seller** shall be obliged to refund to the **Purchaser** the pro rata portion of the monthly occupational consideration;

6.8. No tenancy, lien or right of retention of whatsoever nature shall arise by virtue of the occupation referred to in 6.2above and should **this agreement** be cancelled for whatever reason, the **Purchaser** shall be obliged to immediately vacate the **property**;

6.9. Occupational rent will be paid directly to the **developer's attorneys** trust account, as referred to in 3.6above;

7. LEVIES PAYABLE DIRECT TO THE LOCAL AUTHORITY:

As from the **registration date** of transfer the **Purchaser** will become liable for payment of municipal rates and taxes and all other amounts which may be levied directly on owners by the **local** or any other competent authority in respect of the **property**, provided that if the transfer is delayed due to the **Purchaser's** fault, the

Purchaser's liability to pay the said amounts shall arise on the date on which the transfer would have been registered should the **Purchaser** not have cause such delay. The **Purchaser** shall pay the said levies directly to the local authority or other authority making the levy. Should any new levy or form of taxation be imposed in respect of the **property** by the **local authority** or any other competent authority after the date of **this agreement**, the **Purchaser** shall likewise be liable for the payment thereof from the aforesaid date, which payment will be made direct to the relevant **local authority** or other authority. The **Purchaser** shall be liable for payment on any Value Added Tax which may be levied in respect of any of the said amounts which the **Purchaser** is liable to pay.

8. CONNECTION FEES

The **Developer** shall be obliged to pay all amounts (plus Value Added Tax thereon) which are or may become payable in order to procure the connection of the improvements to be erected on the **property** to the services (such as, but not limited to water, electricity, and sewerage) supplied by the **Home Owners Association** and/or the **Local Authority**.

9. PROVISIONS RELATING TO SERVICES

The **Purchaser** is obliged to, at his own expense, comply with all provisions imposed by the **Home Owners Association** with regards to the provision for any services to the **property** or to the procural of entry to or exit from the **property** from or to any road.

10. VOETSTOOTS

The **property** is sold "voetstoots" and the **Purchaser** shall within 7 (seven) days from date of occupation submit a list of latent and patent defects in the unit to the seller and the seller shall, within a period of 90 (ninety) days thereafter, remedy those defects whether latent or patent.

11. PROHIBITION AGAINST ALIENATION PRIOR TO TRANSFER

Before the date of transfer, the **Purchaser,** the **Purchaser's** nominated executors (in the case of death of the **Purchaser**), members and shareholders of the **Purchaser** are not entitled, to sell, donate, exchange or in any other manner to alienate or to burden the **property** or dispose of any members interest or shares in the **Purchaser** (in the case where the **Purchaser** is a company or close corporation, as the case may be) without the **Developer**'s prior written consent being obtained. The **Developer** is not entitled to unreasonably withhold its consent to any such alienation or burdening, but should the **Developer** consent thereto, the **Purchaser** shall remain bound to every provision of this **agreement**. Furthermore, the **Developer** will be entitled to grant the said consent subject to such conditions as it in its discretion may deem fit.

12. TRANSFER

12.1. The **Developer's attorneys** will attend to the registration of ownership of the **property** in the **Purchaser**'s name.

12.2. The Purchaser shall within 5 (five) days of being requested to do so by the **Developer's attorneys** do all things necessary to fulfill the terms of this **agreement,** and more specifically:

12.2.1. sign all documents as might be necessary to fulfill the terms hereof, and if the documents are signed other than at the offices of the **developer's attorneys,** the signed documents shall be delivered to the **developer's attorneys** within 3 (THREE) days of date of signature thereof;

12.2.2. provide the **developer's attorneys** with all the original documentation as required in terms of the Financial Intelligence Centre Act No. 36/2001.

13. COSTS

13.1. Registration of the transfer of the **property** into the name of the **Purchaser** as well as registration of the **Purchaser's** mortgage bond (should the purchaser choose to finance the balance of the purchase price referred to in A.3.2 by means of a loan from a registered South African Banking Institution) shall be effected by the **developer's attorneys**;

13.2. The **developer's attorneys** shall as soon as is reasonably possible after the **Purchaser** has made payment of the deposit (referred to in A.3.1) as well as after delivering guarantees for the balance of the **purchase price** (referred to in A.3.2) effect transfer of the **property** into the name of the **Purchaser;**

13.3. The **Seller** shall be liable for the payment of the following costs:

13.3.1. The costs associated with the registration of the transfer of the **property** into the names of the **Purchaser**;

13.3.2. The costs associated with the registration of the **Purchaser's** mortgage bond.

13.4. The costs associated with the registration of the **Purchaser's** mortgage bond, referred to in 13.3.2 above shall exclude any possible payment of initiation fee/s, which may be required by the **Purchaser's** banking institution to be paid in advance, and such initiation fee/s shall be for the account of the **Purchaser**.

14. OFFER AND ACCEPTANCE:

14.1. Should this document be signed by or on behalf of the **Purchaser** or its trustees or other representative before it is signed on behalf of the **Developer**, this document shall constitute an offer to purchase the **property** from the **Developer** at the price and subject to the other terms and conditions set out in this document and the **Purchaser** or its trustees or other representative hereby agrees that this offer shall be irrevocable and available for acceptance by the **Developer** for a period of 7 (seven) days from the **signature date**.

14.2. The parties agree that the receipt of this document, duly signed by or on behalf of the **Purchaser**, by the **Developer** or its representative shall constitute acceptance of the **Purchaser**'s said undertaking not to retract this offer for the period of time and that no further communication by the **Developer** to the **Purchaser** is necessary for the acceptance of the **Purchaser**'s said offer.

14.3. As soon as the **Developer** shall have signed this document a binding **agreement** of purchase and sale shall come into being between the **Developer** and the **Purchaser** in spite of the fact that the **Developer** may not have communicated the fact of such signature/or acceptance to the **Purchaser**. No notice to the **Purchaser** of the **Developer**'s acceptance of the offer is required to bring about the **agreement**.

15. AGENT'S COMMISSION

15.1. The parties to **this agreement** confirm that the **estate agent** was the effective cause of the sale of the **property** by the **Developer** to the **Purchaser**. The **Developer** is liable for payment of the **estate agent's** commission.

15.2. Should this **agreement** be cancelled due to the **Purchaser**'s breach of any provision hereof, the **estate agent** will be entitled, but not obliged, to claim the commission from the **Purchaser**.

15.3. For purposes of this clause 15, the abovementioned **estate agent** is joined as a part to the **agreement** by an authorised representative thereof affixing its signature to **this agreement**.

16. GENERAL

16.1. **WHOLE AGREEMENT**

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

16.2. **WARRANTIES AND/OR REPRESENTATIONS**

No warranty has been given or representation made by or on behalf of the **Developer** 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 **Developer**.

16.3. **WRITING**

No alteration, addition, deletion or consensual cancellation of or to this **agreement** nor the waiver of any right will be of any force unless reduced to writing and signed by the **Developer** and the **Purchaser**.

16.4. **INDULGENCE**

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

16.5. **DOMICILIA AND NOTICES**

16.5.1. The parties respectively choose the street addresses appearing under their names on the first page of this document as their respective *domicilia citandi et executandi*.

16.5.2. The parties respectively elect the postal addresses appearing under their names on the first page of this document in A1 of the first schedule for purposes of notices and correspondence given in terms of this **agreement**.

16.5.3. Any notice given by prepaid registered mail to the **Purchaser** care of his postal address elected in 16.5.2above, 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 was posted in the Republic of South Africa or on the date upon which the notice was relayed to the **Purchaser** by telefax, provided such telefax is sent during normal business hours. The provisions of the previous sentence do not preclude a party from giving notice to the other party in any other way. 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.

16.5.4. A party is entitled to amend its chosen street address or postal address by given 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.

16.6. **BREACH**

Should the **Purchaser** fail to comply with any provision of this **agreement** whether it be a material provision or not, the **Developer** will be entitled to notify the **Purchaser** in writing by prepaid registered mail addressed to the **Purchaser**'s address chosen in the First Schedule or by letter handed to the **Purchaser** of the failure and make demand to the **Purchaser** to rectify the failure within 7 (seven) days from the date on which the letter is handed to the **Purchaser** or is sent by prepaid registered mail (as the case may be) and inform the **Purchaser** of the steps the **Developer** intends taking if the breach is not rectified and should the **Purchaser** fail to remedy the breach by the said date the **Developer** will then be entitled without prejudice to any other rights which it may have and without further notice or process:

16.6.1. to cancel this **agreement** and to claim damages from the **Purchaser** and in such event the **Developer** 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 **Developer** 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

16.6.2. 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** in spite of the fact that the said balance of the **purchase price** may, but for this provision, not yet be due. In addition the **Developer** will be entitled to claim damages from the **Purchaser**.

16.7. **PERSONAL LIABILITY OF SIGNATORY**

16.7.1. If the **Purchaser** is to be a company, close corporation or trust still to be incorporated or formed, the person signing this document on behalf of the company or close corporation to be incorporated or trust to be formed, hereby warrants in his personal capacity that the company, close corporation or trust will timeously be properly incorporated or formed and will timeously take the necessary steps to make this **agreement** binding on it. Without prejudice to the **Developer**'s rights, if transfer is delayed by the said signatory not undertaking the said steps timeously the interest contemplated in clause5.1 above will become payable by the **Purchaser**. Should the said warranty be breached the person signing this document on behalf of the said company, close corporation or trust will be personally obliged to carry out each and every obligation imposed upon the **Purchaser** in this document.

16.7.2. If the **Purchaser** exists at the date of this **agreement** but is not a natural person or if the **Purchaser** is a company, close corporation or trust which is formed as contemplated in16.7.1, then in both events the person signing this document on behalf of the **Purchaser** hereby renounces the benefits of the legal exceptions of excussion and division binds himself as surety for and co-principal debtor with the **Purchaser** unto the **Developer** for the due and punctual performance by the **Purchaser** of each and every obligation undertaken in terms of this **agreement** and furthermore warrants that he is properly authorised to bind the **Purchaser** to this **agreement**.

17. 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 thereof) be void or voidable, it will be regarded as *pro non scripto* and the rest of the **agreement** will remain of force.

18. NATURE OF TOWNSHIP

18.1. **USE RIGHTS**

The **Developer** draws the attention of the **Purchaser** to the Conditions of Establishment defined in clause 1.1.4above in which the use rights which will attach to the erven in the **township** are described.

18.2. **SECURITY WALLS / FENCES**

It is the **Developer's** intention to develop the **township** as a security township and to this end the **Developer** intends erecting security walls and / or fences around the **township** and limiting the entrance to and exit from the **township** to one area (shown on the **GENERAL PLAN**) which will be controlled manually or electronically.

18.3. **STREETS**

It is the intention that the streets in the **township** will vest in the Home Owners' Association.

18.4. **HOME OWNERS' ASSOCIATION ("HOA")**

18.4.1. The **HOA** shall be Kosmosdal Ext 81,82,84& 86 Homeowners Association NPC, Registration No: 2007/030017/08

18.4.2. Each owner of an erf in the **township** will be a member of the **HOA**.

18.4.3. The **HOA** will be conducted and controlled in terms of its constitution (and rules and regulations) of which a copy/ies is/are available for perusal by the **Purchaser** during normal business hours at the **Developer**'s chosen domicile.

18.4.4. As from the date of transfer the **Purchaser** shall be liable for payment to the **HOA** of a levy as determined by the **HOA** (which shall not exceed the **initial levy** defined in 1.1.10 for the first year after proclamation of the **township**) and which levy shall be utilized, *inter alia*, towards payment of electricity and water consumed in respect of common areas as well as security costs, sewerage fees and rubbish removal fees (which will be charged for as a common expense as dealt with below in this sub-paragraph), maintenance and reparation and replacement of **property** belonging to the **HOA**, such as streets and parks as well as the security walls/fences and as payment of disbursements relating to security matters, rates and taxes in respect of streets, parks and other common areas and for such other purposes as the constitution of the **HOA** may prescribe (the "common expenses"). The levy shall not include rates and taxes and other amounts levied directly by the **local authority** in respect of the **property** hereby sold, from the owner or the cost of water and electricity consumed by owners, which latter two amounts will be determined from separate sub-meters and will be collected from each owner by the **HOA** as a separate charge. The **Purchaser** is liable for a percentage of all common expenses, such percentage to be calculated by the formula (1) X (100) ÷ (the total number of erven in the **township** excluding erven which are streets or parks or other open space).

18.4.5. The **Purchaser** shall remain a member of the **HOA** and be bound by its rules and regulations for as long as he remains the registered owner of the **property**.

18.4.6. The **Purchaser** is not entitled to sell the **property** unless he shall in the written **agreement** of sale inform the new **Purchaser** of the existence of the **HOA** and furnish the new **Purchaser** with a copy of the rules and regulations of the **HOA** and shall procure in writing from the new **Purchaser** an undertaking to be bound to the said rules and regulations. No party who purchases the **property** from the **Purchaser** without complying with the provision of the previous sentence will have any right to be present in the **township** or on the **property** purchased and the **HOA** will be entitled to prevent such party from attempting to exercise any rights in respect of the **property** or from being present in the township. In order, *inter alia*, to enforce the aforegoing provision, it is agreed that the **Purchaser** shall require the prior written consent of the **HOA** to sell or otherwise alienate the **property**, but that the consent will not be unreasonably be withheld. The

consent may be withheld unless the aforesaid written undertaking by the intending **Purchaser** is first obtained and furnished to the **Developer**.

18.5. **CONDITIONS INCORPORATED IN TITLE DEED**

18.5.1. The **property** is sold subject to the following provisions which may be embodied as provisions in the title deed of the **property** in a form as may be required by the **Registrar of Deeds**:

18.5.1.1. Every owner of the **property**, or any sub-divided portion of an erf or owner of any unit thereon, shall on transfer automatically become and shall remain a member of the Association and shall be subject to its Constitution until he/she ceases to be an owner as foresaid and the property may not be transferred without the consent in writing of the Association which condition must be included in the title deed of the portion.

18.5.1.2. The erf is subject to a servitude, 3 m wide, in favour of the non-profit Company for sewerage and other engineering services, along any two boundaries other than a street boundary and in the case of a panhandle erf, an additional servitude, 2 m wide across the access portion of the erf, if and when required by the non-profit company: Provided that the non-profit Company may dispense with any such servitude.

18.5.2. The **Developer** is entitled to register any other conditions of or referred to in this **agreement** as a condition of title against the title deed of the **property** sold if it is reasonably necessary for the protection of any right or interest of the **HOA**.

18.5.3.

19. CONSENT (Protection of Personal Information Act, 4 of 2013)

Seller Consent : I/We being the Seller acknowledge that consent is required to proceed with the home loan process. I/we agree and give consent to _____ (bond originator) to process my/our personal information for purposes relating to the home loan application made by the Purchaser who is interested in purchasing my/our property and with whom this Offer to Purchaser was entered into.

THUS SIGNED AT _____ ON THIS_____ **DAY** OF _____ 20____

AS WITNESSES

1. _____

2. _____ _____
(on behalf of the **Developer**)

THUS SIGNED AT _____ ON THIS _____ **DAY** OF _____ 20____

AS WITNESSES

1. _____ _____

2. _____ _____
(on behalf of the **Purchaser/s**)

THUS SIGNED AT _____ ON THIS _____ **DAY** OF _____ 20____

AS WITNESSES:

1. _____

2. _____ _____
(on behalf of the **Estate Agent**)

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: Stand No Waterberg Fields Estate

Seller: COGNITUS CC

Joint Seller: _____

(Full names & surname)

Purchaser: _____

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 proceed 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 institutions 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 home owners associations, the offices of the Registrar of Deeds and the Master of the High Court, or any other third party for the purposes of finalising the transaction as contemplated in the agreement of sale.

SIGNED by the **PURCHASER/S** at: _____ on _____

The Purchaser/s hereby also **consent** to the retaining of their personal information by PlusGroup for the purposes of future business and/or marketing.

AS WITNESS	PURCHASER	JOINT PURCHASER

SIGNED by the **SELLER/S** at: _____ on _____

The Seller/s hereby also **consent** to the retaining of their personal information by PlusGroup for the purposes of future business and/or marketing.

AS WITNESS	SELLER	JOINT SELLER

Agent's professional fee annexure to offer to purchase

Development: Waterberg Fields Estate

Property or unit description: _____

Seller/developer: COGNITUS CC

Purchaser: _____

Joint Purchaser: _____

Agent: _____

The above-mentioned purchaser/s hereby acknowledge that he/she/they have been informed of the following:

1. The purchase price of the sale of the property mentioned above includes the Agent's professional fee of R100,000.00 (One hundred thousand rand) + vat.

2. Should the offer to purchase agreement be cancelled (at any time after all the suspensive conditions have been fulfilled) either:
   2.1. by the Purchaser/s; or
   2.2. by the Seller as a result of the Purchaser/s' breach of the agreement.
   then the Purchaser/s shall remain liable for the payment of the Agent's professional fee.

3. In the event of cancellation as per clause 2 above, the Agent's professional fee shall be payable:
   3.1. As a first charge against any deposit amount already received by the relevant conveyancer in their trust account, or
   3.2. If no deposit has been paid by the Purchaser/s, the Purchaser/s shall be requested to make payment directly to the Agent.

4. Should the Agent have to hand over the matter to its attorneys for the collection of the Agent's professional fee, the Purchaser/s will be liable for the costs thereof on an attorney and client scale.

5. The contact details of the Purchaser/s as contained in the offer to purchase will be used for the delivery of any communication, notices, or proceedings in terms of this Agent's professional fee addendum.

Date: _____ Place: _____

PURCHASER	JOINT PURCHASER	WITNESS

Benefits of this annexure accepted on behalf of the agent:

Date: _____ Place: _____

FOR AND ON BEHALF OF THE AGENT

Dear Client

Re: COMPLIANCE WITH THE FINANCIAL INTELLEGINCE CENTRE ACT (ACT 38 OF 2001), AS AMENDED BY THE FINANCIAL INTELLIGENCE CENTRE AMENDED ACT (ACT 1 OF 2017)

The **FINANCIAL INTELLIGENCE CENTRE ACT (FICA)**, designed to counter money laundering, has been promulgated. Property Practitioners have been designated as accountable institutions in terms of the ACT.
As an accountable institution, we may not establish a business relationship, or conclude a single transaction, with you, our client, unless:

1. We take the steps prescribed by the ACT to establish and verify the identity of such client.
2. We take the prescribed steps to identify the source of any funding (other than bank loans) required to conclude the transaction.
3. We keep a record of the details so obtained and verified for 5 years after the conclusion of the business relationship or single transaction, as the case may be.

The attached questionnaire which we ask you to complete and sign will ensure that both you and us comply with our obligations under the Act.

Whilst it may seem that these questions do constitute unwarranted intrusion into your affairs, we ask that you do complete the questionnaire fully, and we give our undertaking that the information supplied will not be divulged to any unauthorised person or instance.

Should the required information not be obtained and verified, we shall be in contravention of our legal obligations under the Act. Similarly, should any other Property Practitioner that you deal with not comply with the Act, that person or Estate Agency will be in contravention of their legal obligations under the Act. Anyone concluding a transaction with you without having satisfied such legal obligations would face the possibility of an extremely hefty fine, a term of imprisonment, or both.

Our property consultant is registered with the PROPERTY PRACTITIONERS REGULATORY AUTHORITY (PPRA), (a copy of the relevant Fidelity Fund Certificate is available on request) and is also bound by Act 112 of 1976 (The Estate Agency Affairs Act) and/or The Property Practitioners Act 22 of 2019 (which ever applies), to safeguard the interests and confidentiality of clients at all times.

Thank you for your co-operation.

Yours faithfully

PlusGroup Principal

Purchaser FICA questionnaire - Natural persons

To be completed by the Client (person completing the questionnaire) dealing with PlusGroup. *Tick where applicable* ***(X)***

1. Full name & Surname (i.e. the person completing this questionnaire) _____

2. Are you a South African citizen / permanent resident? | Yes | | No | |

3. Are you dealing with PlusGroup on behalf of another person (i.e. a Principal)? | Yes | | No | |

   If "yes", Principal's full name: _____

4. If you are dealing with PlusGroup on behalf of a Principal, please indicate your authority to do so?

Authorisation letter		Power of attorney		Other similar instrument	

5. Will, following your completion of this questionnaire, someone else deal with PlusGroup on your behalf (i.e. a Representative)?

Yes		No		**If "yes", what is the Representative's full name?** _____

6. What is the source of that Representative's authority to deal with PlusGroup on your behalf?

Authorisation letter		Power of attorney		Other similar instrument	

7. Describe the type of service you seek from PlusGroup, and the purpose for which that service is sought.

   _____

8. Is this a Single Transaction (once-off) or Business Relationship (more than one Transaction over a certain period of time)?

Single Transaction		Business Relationship	

9. How will any payments owed to PlusGroup under the Business Relationship be financed?

   _____

10. Will any payments involve a payment by you or your Representative of R25 000 or more in cash?
    (i.e. paper money, coins or traveller's cheques?) | Yes | | No | |

11. Do you now, or have you in the past 12 months, occupied, any of the following positions in any country other than South Africa?

Yes		No		If "yes", please indicate the position that you occupy(ied).

Head of state		Member of the royal family		Senior executive of a state-owned entity		Senior judicial officer	
Cabinet member		High rank in the military		Senior member of political party			

12 If you responded "yes" to the previous question, please indicate the source of your wealth.

   _____

13. Do you now occupy, or have you in the past 12 months occupied, any of the following positions in South Africa?

Yes		No		If "yes", please indicate the position that you occupy(ied).

	President or deputy president of South Africa
	Leader of a political party
	Cabinet minister or deputy minister
	Member of a royal family
	Premier of a province
	Senior traditional leader
	MEC of a province
	Judge
	Mayor of a municipality

	Manager or CFO of a municipality
	Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity
	Head, accounting officer or CFO of a national or provincial department
	Ambassador, high commissioner or other senior representative of a foreign country based in South Africa
	Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a Company doing more than the gazetted amount worth of business with the government

14. If you responded "yes" to the previous question, please indicate the source of your wealth.

    _____

Note: Even if you are acting on behalf of a Principal, you are still the Client for purposes of FICA and this questionnaire.

Full name of Officer administering questionnaire: _____

Signature: _____ Date: _____/_____/20_____

Initial: _____

Joint Purchaser FICA questionnaire - Natural persons

To be completed by the Client (person completing the questionnaire) dealing with PlusGroup. *Tick where applicable* ***(X)***

1. Full name & Surname (i.e. the person completing this questionnaire) _____

2. Are you a South African citizen / permanent resident? | Yes | | No | |

3. Are you dealing with PlusGroup on behalf of another person (i.e. a Principal)? | Yes | | No | |

   If "yes", Principal's full name: _____

4. If you are dealing with PlusGroup on behalf of a Principal, please indicate your authority to do so?

Authorisation letter		Power of attorney		Other similar instrument	

5. Will, following your completion of this questionnaire, someone else deal with PlusGroup on your behalf (i.e. a Representative)?

Yes		No		**If "yes", what is the Representative's full name?** _____

6. What is the source of that Representative's authority to deal with PlusGroup on your behalf?

Authorisation letter		Power of attorney		Other similar instrument	

7. Describe the type of service you seek from PlusGroup, and the purpose for which that service is sought.

   _____

8. Is this a Single Transaction (once-off) or Business Relationship (more than one Transaction over a certain period of time)?

Single Transaction		Business Relationship	

9. How will any payments owed to PlusGroup under the Business Relationship be financed?

   _____

10. Will any payments involve a payment by you or your Representative of R25 000 or more in cash?
    (i.e. paper money, coins or traveller's cheques?) | Yes | | No | |

11. Do you now, or have you in the past 12 months, occupied, any of the following positions in any country other than South Africa?

Yes		No		If "yes", please indicate the position that you occupy(ied).

Head of state		Member of the royal family		Senior executive of a state-owned entity		Senior judicial officer	
Cabinet member		High rank in the military		Senior member of political party			

12 If you responded "yes" to the previous question, please indicate the source of your wealth.

   _____

13. Do you now occupy, or have you in the past 12 months occupied, any of the following positions in South Africa?

Yes		No		If "yes", please indicate the position that you occupy(ied).

	President or deputy president of South Africa
	Leader of a political party
	Cabinet minister or deputy minister
	Member of a royal family
	Premier of a province
	Senior traditional leader
	MEC of a province
	Judge
	Mayor of a municipality

	Manager or CFO of a municipality
	Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity
	Head, accounting officer or CFO of a national or provincial department
	Ambassador, high commissioner or other senior representative of a foreign country based in South Africa
	Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a Company doing more than the gazetted amount worth of business with the government

14. If you responded "yes" to the previous question, please indicate the source of your wealth.

    _____

Note: Even if you are acting on behalf of a Principal, you are still the Client for purposes of FICA and this questionnaire.

Full name of Officer administering questionnaire: _____

Signature: _____ Date: _____/_____/20_____

Initial: _____