THE SELLER DECLARES THAT IT IS SELLING THIS PROPERTY IN THE ORDINARY COURSE OF ITS BUSINESS
(In which case the provisions of the Consumer Protection Act 68 of 2008 together with the Regulations thereto apply to the SELLERS' disclosures herein).

OFFER TO PURCHASE – SECTIONAL TITLE

This document constitutes a memorandum of an offer by the Purchaser to purchase the Property and will become a binding agreement of sale if accepted by the Seller:

FULL NAMES OR NAME OF LEGAL ENTITY OR TRUST & NAME AND CAPACITY OF REPRESENTATIVE

.....

.....

Identity Number/Registration Number

.....

.....

(hereinafter referred to as "**the Purchaser**")

and

IGROW WEALTH INVESTMENTS (PTY) LTD with **Registration Number: 2015/093828/07**

Herein represented by the undersigned person(s) who by his/her signature hereto warrants that he/she is duly authorised thereto

Jacques Fouché or Werner Scheffer

(hereinafter referred to as "**the Seller**")

The parties agree as follows:

RECORDAL

a) The Seller has entered into an agreement with the Developer for the purchase of the herein mentioned Property ("the First Sale").

b) The Seller is now selling the Property to the Purchaser, subject to the suspensive conditions of the First Sale being met.

c) The Purchaser acknowledges that the Seller is acquiring the Property directly from the Developer, and the transfer to the Purchaser is dependent on the suspensive conditions being met of the First Sale.

1. SALE AND PURCHASE

1.1 The Purchaser hereby offers to purchase from the Seller, through the agency of IGROW WEALTH INVESTMENTS PROPRIETARY LIMITED (hereinafter referred to as "IGROW"), the Property described in Clause 3 hereunder (hereinafter referred to as ("**the Property**"), for the purchase price set out in Clause 4 hereunder, on the following terms and conditions:

2. DEFINITIONS AND INTERPRETATIONS

In this Agreement, unless the context otherwise indicates:

2.1 **"Agency"** means IGrow Wealth Investments, Registration Number: 2015/093828/07, Registered Address: Barinor's Vineyard North, Vineyards Office Estate, 99 Jip de Jager Drive, Durbanville, 7550, Telephone Number: 021 979 2501;

2.2 **"Agreement"** means this Agreement of Sale, signed by all parties, together with all Annexures attached hereto forming an integral part of the agreement;

2.3 **"Managing Agent"** means Renprop Proprietary Limited, the executive managing agent as contemplated in rule 2(g) of the management rules prescribed in terms of section 10(2)(a) of the STSMA and/or the managing agent as contemplated in rule 2(j) of the said management rules to be appointed by the Seller from time to time;

2.4 **"Parties"** means the Seller and the Purchaser stipulated in **Annexure "A"** of this agreement;

2.5 **"Special Levies"** means additional contributions that are raised by the body corporate to cover expenses that are not part of the regular, annual budget of the body corporate;

2.6 **"Signature Date"** means the date on which this Agreement is signed by the latter of the Seller or the Purchaser;

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

2.8 Words importing the singular shall include the plural and *vice versa*, words importing the masculine gender shall include females, and words importing persons shall include a juristic person and *vice versa*;

2.9 Where numerical figures are referred to in numerals and words, if there is any conflict between the two, the words will prevail;

2.10 Words and expressions defined in the STA and the STSMA will bear the meanings as ascribed to it therein. Subject thereto that where any reference is made in a clause hereof to a provision of the STA, and that provision has been repealed and the subject matter thereof dealt with in terms of the STSMA, then that clause will be read as referring to the relevant provision of the STSMA;

2.11 Reference to "days" shall be construed as calendar days unless qualified by the word "Business Day", which shall mean any day other than a Saturday, Sunday or public holiday gazetted by the Government of the Republic of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between 8.30am and 16.30pm on any business day. Any reference to "time" shall be based upon South African Standard Time.

3. THE PROPERTY

A Unit consisting of:

Section Number _____ Door Number _____

Parking Bay No. _____

Parking Bay No. _____

Scheme known as **BROOKE MANOR** Sectional Scheme No: **280/2023**

Situated at the following address: **43 De La Rey Road, Edenburg, Sandton, 2128**

Together with an undivided share in the common property in the sectional title scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan as indicated on Sectional Plan number SS 280/2023.

4. PURCHASE PRICE

4.1 The Purchase Price is R……

(……).

4.2 The Purchase price as stated in clause 4.1 above, is payable by the Purchaser as follows:

4.2.1 The deposit of R…… (……RAND) is payable in cash within **1 (ONE) day** of acceptance hereof, to the trust account of the Conveyancing Attorneys appointed by the seller.

4.2.2 The balance of the Purchase Price R……
(……)
is payable against registration of transfer.

4.3 Any deposits shall be paid into the Conveyancing Attorney's trust account:

Account Name:	**LK ATTORNEYS**
Account no:	**62861040104**
Bank:	**FNB**
Account Type:	**LEGAL PRACTITIONER TRUST ACCOUNT**
Branch code:	**210203**
Swift code:	**FIRNZAJJ**
Reference:	[UNIT NUMBER] BROOKE MANOR / [SURNAME]

4.4 The Purchaser shall, within **14 (fourteen) days** after fulfilment of the suspensive conditions referred to in clause 6.1 below, or, if this agreement is not subject to such suspensive conditions referred to in clause 6.1, within **14 (fourteen) days** after acceptance hereof, furnish the Conveyancing Attorneys with a guarantee to secure the balance of the purchase price or the full purchase price (as the case may be), such guarantee shall be in favour of the Seller or a payee nominated by the Conveyancing Attorneys.

4.5 All amounts paid on account of the purchase price will, pending the registration of the transfer of the property, be held in trust by the Conveyancing Attorneys to be invested in an interest-bearing account, in terms of section 86(4) of the Legal Practice Act. Interest earned on invested funds will, subject to the provisions of section 86(5)(b) of the Legal Practice Act, accrue to the Purchaser and be paid to him on the Transfer Date after deduction of the investment fee due to the Conveyancing Attorneys**. The Conveyancing Attorneys are hereby authorised to invest the funds and the Purchaser hereby irrevocably authorises the Conveyancing Attorneys to appropriate interest accrued on money so invested in reduction of all amounts as may be owing by the Purchaser in terms of this Agreement.**

Initial

4.6 The Conveyancing Attorneys shall only be able to invest the monies paid to them upon (1) delivery of the documentation to the Conveyancing Attorneys required to be provided in terms of the Financial Intelligence Centre Act, 38 of 2001 and (2) signature of such documentation as may be required by the Conveyancer (or the investing bank) to enable the Conveyancer to invest the monies and comply with the investing bank's investment requirements. By initialling in the block on the right, the purchaser acknowledges having been made aware of the nature and effect of this provision.

Initial

4.7 If any suspensive condition to which this agreement is subject is not fulfilled, despite the Purchasers full cooperation, the full deposit, together with accrued interest, subject to clause 4.5 and 4.6 above, shall be refunded to the Purchaser.

5. OPENING OF SECTIONAL TITLE SCHEME

5.1. The seller confirms that the Sectional Title Scheme known as Brooke Manor, Sectional Plan Number 280/2023 has been duly opened in terms of Section 11 of the Sectional Titles Act, 1986.

6. SUSPENSIVE CONDITIONS

6.1 This sale is subject to and conditional upon the suspensive conditions of the First Sale being met. Should the suspensive conditions of the First Sale not be met for any reason whatsoever, this Agreement shall be deemed null and void, and neither party shall have any claim against the other arising from this agreement. The Seller undertakes to notify the Purchaser in writing within a reasonable period should the First Sale fail to materialize

6.2 This agreement is subject to the approval of a Mortgage Loan that the Purchaser accepts a written Bond Quotation obtained from a financial institution on its usual terms and conditions within **21 (twenty-one)** days of signature of this agreement, for a mortgage loan in the capital sum of

R……(……) or such lesser amount as may be accepted by the Purchaser, against the security of a first mortgage bond to be registered over the Property.

6.2.1 The Purchaser will provide documentary proof of their submission of an application for mortgage finance to Agency within **3 (three) Business Days** of signing this agreement, should the Purchaser not be able to provide such proof, the Purchaser hereby authorises the Agency to submit an application for mortgage finance on their behalf and the Purchaser will within **3 (three) Business Days** submit all relevant documentation as requested by IGROW Wealth Home Loans.

6.2.2 Acceptance or rejection of the Bond Quotation is to be given within **48 (forty-eight) hours** after receipt whereupon this suspensive condition shall be deemed to have been fulfilled.

6.2.3 If the Purchaser is **based outside of South Africa**, the Purchaser will be required to furnish all information and documentation and enter into a Power of Attorney appointing a signatory based in South Africa to sign all transfer and bond registration documents on their behalf within **5 (five) business days** from the date the agreement becomes unconditional, as well as secure any further deposit within **48 (forty-eight) hours**. The appointed signatory will be requested to sign all transfer and bond registration documents within **5 (five)** business days of being requested to do so by the Attorneys.

7. TRANSFER AND SIGNATURE OF TRANSFER DOCUMENTS

7.1 Transfer of the Property shall be effected by the following Conveyancing Attorneys, Messrs **LEANDRI KRUGER INCORPORATED t/a LK ATTORNEYS, REGISTRATION NUMBER 2020/540212/21, Tel: (+27) 203 5080 / Email: leandri@lklegal.co.za and/or katy@lklegal.co.za** which was appointed specifically by the Seller, as soon as the Purchaser has complied with all its obligations as set out in this agreement.

7.2 The Purchaser or his nominee appointed in terms of a Power of Attorney, will be required to furnish all information, and documentation requested by the Sellers Conveyancer's and sign all transfer and bond registration documents within **5 (five) business days** of being requested to do so, as well as secure any further deposit within 48 (forty-eight) hours.

7.3 Costs to be paid by the Seller:

7.3.1 If the Conveyancing Attorneys stated in clause 7.1 or its nominee are appointed for:

7.3.1.1 the bond registration process, the **Seller** shall be liable for the payment of the cost of registering a bond over the Property. These costs shall be payable on transfer.

7.3.1.2 the transfer process, the **Seller** shall pay the costs of registering the transfer of the Property in the name of the Purchaser. As such, the Seller will be responsible for the appointment of the Conveyancing Attorney as noted in 7.1 above.

7.3.2 The Seller records that he shall obtain a rates clearance certificate from the local authority in respect of the property in terms of section 118(3) of the Municipal Systems Act 32 of 2000. The Seller warrants that when obtaining the rates clearance certificate from the local authority, he shall affect payment of the full debt due to the local authority and shall not limit this to the two years preceding the application for rates clearance figures in terms of Section 118(1) of the Municipal Systems Act 32 of 2000.

7.3.3 The cost to procure a levy clearance certificate required for the transfer of the Property.

7.3.4 The cost to procure an insurance certificate that may be required by the financial institution granting a loan to the Purchaser of the Property.

7.3.5 The cost to procure an electrical compliance certificate and any other compliance certificates that may be required under this Agreement for the transfer of the Property.

7.3.6 The Seller shall, on demand, pay all such costs as called for by the Conveyancing Attorneys.

7.4 Costs to be paid by the Purchaser:

7.4.1 The Purchaser will be liable for Bank Initiation fees and Bank electronic instruction charges. (Payable directly to the bank).

7.4.2 If the Purchaser appoints, with the Seller's written permission, its own attorneys for the registration of the bond, the **Purchaser** shall pay all costs involved to affect such registration.

7.4.3 If the Purchaser accepts a bond from a bank that instructs a bond attorney other than the Sellers nominated attorney the Purchaser will be liable for the balance of the fees over and above the fee agreed with the nominated attorney (if any).

7.4.4 If the Purchaser applies for his/her own finance, and the application is not made through IGrow Home loans, the cost to register a bond on the property **will be for the account of the Purchaser**. This provision may not apply if the Purchaser arranges that the bond registration process is still administered by the Conveyancing Attorneys or their nominee.

8. PROFESSIONAL FEE

8.1 The professional fee is included in the Purchase Price and is due by the Seller to the Agency upon signature hereof or, if there are any suspensive conditions, once the suspensive conditions have been fulfilled.

8.2 The Seller is responsible to The Agency for payment of the Professional Fee in accordance with the rates and on terms as have been agreed between them.

8.3 The Agencies entitlement to the professional fee is unconditional once due and shall be payable upon transfer of the Property. The Seller undertakes to pay the professional fee to the Agency and hereby irrevocably authorises the Conveyancing Attorneys to deduct the professional fee (plus VAT) thereon, on transfer of the Property, from any amount the Conveyancing Attorneys may be holding in trust in terms of clause 4.1 hereof, or, if there is no such amount held or if the proceeds thereof are insufficient to meet the full professional fee (plus VAT), then the Seller hereby irrevocably instructs the Conveyancing Attorneys to pay the amount, or the balance of the amount due, as the case may be, to the Agency as a first draw against the proceeds of the sale.

9. COMPLIANCE CERTIFICATES

9.1 The Seller hereby undertakes to furnish the Conveyancing Attorneys, prior to the earliest of either the occupation date or registration of transfer, with the undermentioned certificates. All costs incurred in obtaining such certificates, including costs of any repairs, treatments or replacements required in order for the certificates to be issued, shall be borne by the Seller.

9.2 Indicate with "X" if required

1	**Electrical Certificate of Compliance**	**X**
2	**Certificate of Compliance of Water Installations, (only applicable to properties in the City of Cape Town)**	**N/A**

10. OCCUPATION

10.1 If the property is let to tenants, the Purchaser hereby acknowledges having been informed by the Agent or the Seller of such an agreement and that this agreement with reference to the occupation date, is subject to the lease agreement. Should the lease period end prior to the date of transfer and the tenant refuses to vacate the Property, the Seller shall do everything that is reasonably possible to give free and unhindered occupation to the Purchaser on transfer as agreed between the parties. The Seller shall not vary the lease after the date of acceptance without the Purchaser's prior written consent.

Initial

10.2 Should the property be subject to a lease agreement in the name of the Seller at the date of transfer, the Purchaser shall take over the lease agreement upon registration of transfer. The lease shall continue to operate on the same terms and conditions as agreed upon between the Seller (as landlord) and the existing tenant, and the Purchaser shall assume all rights and obligations as landlord from the date of registration of transfer.

10.3 The Seller's agent undertakes to provide the Purchaser with a copy of the existing lease agreement prior to transfer, and the Purchaser acknowledges that they have familiarised themselves with its terms. The Purchaser shall have no claim against the Seller in respect of any pre-existing rights, obligations, or faults arising from the lease prior to transfer.

10.4 Should the Purchaser request to take occupation prior to transfer of the Property or the date as referred to in clause 10.1 above, the Seller shall be entitled, but not obliged, to refuse the Purchaser occupation of the Property in the event that the Purchaser has failed to pay the deposit, or delivered the necessary guarantee to secure the purchase price and/or paid the transfer duty in respect of the purchase of the Property and/or duly signed all the required transfer and bond documents (if applicable).

10.5 If occupation is given prior to transfer of the Property, the Purchaser shall not make any alterations or additions to the Property, without the prior written consent of the Seller. In the event of this agreement being cancelled for any reason whatsoever, the Purchaser shall not be entitled to compensation from the Seller for any improvements of whatsoever nature that he/she may have caused to be affected on the Property, whether with or without the Seller's consent.

10.6 No tenancy or lien or right of retention of whatsoever nature is created by virtue of occupancy before transfer of the Property and the Purchaser's right of occupation shall terminate on cancellation of this agreement, whatever the reason therefore and the Purchaser shall forthwith be required to vacate the Property without notice.

11. OCCUPATIONAL CONSIDERATION

11.1 Should the occupation date not coincide with the date of transfer of the Property, the party enjoying such occupation shall pay to the registered owner an occupational consideration of

R..... (.....) per month plus

any other amounts as required by the Seller in terms of clause 11.2 below, payable to the Conveyancing Attorneys as stated in clause 4.3 and subject to entitlement of pro rata refunds by way of customary adjustments against transfer of the Property during a month.

11.2 Further to the occupational consideration, should the occupation date not coincide with the date of transfer of the Property, the party enjoying such occupation shall be responsible for the payment of the expenses relating to the consumption of the services. This may include but is not limited to water and sanitation as well as electricity costs. The registered owner of the Property will be liable for the payment of expenses relating to the service fees.

11.3 Should the Purchaser not have paid the first month's occupational consideration in full prior to the occupation date, the Seller shall be entitled to withhold occupation until such payment is made, without prejudice to his/her right to claim the occupational consideration in full.

11.4 Notwithstanding any claim which either party may have against the other, for damages or otherwise, payment of the occupational consideration shall under no circumstances be withheld and the parties waive their right to set off any amounts against occupational consideration due.

12. POSSESSION AND TRANSFER OF RISK

12.1 Possession means when the risk and benefit of the unit pass to the Purchaser. This includes the risk of accidental damage or loss, the responsibility to maintain the property, all costs associated with the property and the benefits of the property, including entitlement to rental income.

12.2 Possession shall be given to the Purchaser on TRANSFER DATE, from which date, all risks in and benefits of the UNIT shall pass to the Purchaser. Therefore, from the Transfer Date, the Purchaser shall be liable for the payment of the Property's rates, electricity, water, refuse, and sewerage costs, connection fees, municipal deposits, and all other related charges in respect of the Property.

13. BODY CORPORATE AND / OR HOMEOWNERS' ASSOCIATION

13.1 The Purchaser acknowledges that upon transfer of the Property, he/she will automatically become a member of the Body Corporate and/or Home Owners' Association (Whichever is applicable) as such will be bound by the authority of the Body Corporate and its Trustees, and by the provisions of the Management Rules, including without limitation, the payment of levies determined in terms of the provisions of the aforementioned documents. The Purchaser confirms that he is aware and has fully read the Body Corporate Rules as provided to the Purchaser.

Initial

13.2 Connection fees

13.2.1 The Purchaser acknowledges that the Seller or the Managing Agent will have made certain payments to the relevant authority for the supply of electricity and supply of water to the Property.

13.2.2 If any connection fee is payable, such connection fee will be payable by the Purchaser.

13.2.3 The Seller shall be liable for levies and any other costs due and payable to the Body Corporate until registration of transfer of the Property into the Purchaser's name. If after acceptance hereof, but before registration of transfer of the Property, the Body Corporate passes a resolution imposing a Special Levy to cater for any future improvements to the scheme, the Purchaser shall be liable for payment thereof. The Purchaser further indemnifies the Seller against any claims in terms of the Sectional Titles Management Act.

13.3 Monthly Levy

13.3.1 A monthly Body Corporate levy is payable by the registered owner of the Property to the Managing Agent who administers the day-to-day affairs and accounts on behalf of the Body Corporate.

14. WARRANTIES AND UNDERTAKINGS

14.1 The Seller declares that it is selling the Property in the ordinary course of its business, and specific provisions of the Consumer Protection Act 68 of 2008 ("CPA") may be applicable.

14.2 The Property is sold *voetstoots*, as it is at the date of signature hereof, together with all buildings and all fixtures and fittings and subject to the title conditions and servitudes contained in the title deed(s) or previous title deeds in respect of the Property as the Property stands or any other town-planning scheme conditions that may be applicable to the Property, on the date this agreement is concluded with all visible defects (patent defects) applicable to such Property and of defects which the Seller is aware of (latent defects) at the time of this sale being concluded and that the Purchaser(s) expressly agrees to accept the Property in the condition indicated on the conditions report marked Annexure "B".

Initial

14.3 The Seller is not responsible for pointing out the land survey beacons of the Property to the Purchaser. If the Property's size or dimensions have been erroneously described, the description thereof as in the Seller's title deed shall apply. The Seller gives no warranty against defects, other than those specified in the conditions report, attached hereto, and marked **Annexure "B"** and the conditions report does not negate any rights under law.

14.4 The Purchaser confirms that the Seller has made no representations and gives no warranties in respect of the Property other than those indicated in the Agreement and the declaration mentioned in 14.3.

14.5 The Purchaser declares that he was granted fair and ample opportunity to inspect the property and has further satisfied himself with the nature, condition, extent, and location of the Property.

Initial

14.6 In terms of Section 16 of the Consumer Protection Act 68 of 2008, if the Purchaser entered into this Agreement as a result of direct marketing, meaning that the Purchaser was directly or indirectly approached either in person or by mail by the Seller/Seller's Agent for the purpose of promoting or offering to supply, in the ordinary course of business, the sale of the Property hereby sold, the Purchaser would have been entitled to cancel this Agreement without reason or penalty by written notice within 5 (five) days after the Signature Date, or within 5 (five) business days after delivery of the Property. The Seller will not enter into this Agreement if the agreement resulted from direct marketing. The Purchaser therefore warrants that this Agreement is not entered into because of direct marketing.

14.7 The Purchaser warrants that he/she has not been introduced to the Property or to the Seller by any party other than IGROW and that IGROW is the effective cause of the sale. Should any other Property Practitioner/Agency lodge a claim against the Seller, the Purchaser hereby indemnifies the Seller against such claim(s) plus all costs in connection therewith.

Initial

14.8 Neither the Seller nor the Agency warrant the correctness of the advertisement relating to the Property, nor the square meterage of the stand or the square meterage of the buildings erected thereon or the unit.

14.9 The parties warrant that the information in this agreement and in the personal detail section is true and correct.

14.10 The Parties warrant to each other that all consents required in terms of the Matrimonial Property Act, No. 88 of 1984 have been duly furnished (if applicable).

14.11 The parties warrant that their tax affairs with the South African Revenue Service ("SARS") and/or anywhere else in the world are in order.

14.12 The parties undertake to do everything that may be necessary, incidental, or conducive to the implementation of the terms, conditions and import of this agreement.

14.13 The parties will sign all documents necessary to effect transfer of the Property as well as to register a mortgage bond (if applicable) and return same and all other documents, resolutions and certificates required by the Conveyancing Attorneys and attorneys attending to the registration of the mortgage bond (if applicable) to them within 5 (five) days after being requested to do so. It is specifically agreed that failing to do so will result in a breach of this agreement by the Purchaser.

Initial

14.14 If there is more than one Purchaser in this agreement, their liability in this agreement shall be jointly and severally.

14.15 Where the signatory to this agreement does not sign in a personal capacity or as nominee for someone else, he/she warrants proper authorisation to represent the party ("the represented party") which he/she purports to represent and binds himself/herself as surety for and co-principal debtor with the represented party for the due performance by it of all its obligations in terms hereof, and agrees to sign all documents and to bind himself/herself as surety for and co-principal debtor with the represented party as far as it may be required by any financial institution to grant a loan or so as to enable fulfilment of any conditions of this agreement.

14.16 If the Purchaser is acting as representative for a company to be formed, then and in the event of the said company not being formed within 30 (thirty) days from signature of this agreement by the Purchaser or, if

already formed, not ratifying and adopting this agreement within 45 (forty-five) days from date of signature of this agreement by the Purchaser, the Purchaser in his/her personal capacity, shall be deemed to be the Purchaser and shall be bound by all the terms of this agreement. If the company is formed and duly adopts and ratifies this agreement as aforesaid, then the signatory by virtue of his/her signature hereto, binds himself/herself as surety for and co-principal debtor jointly and severally with the company.

14.17 In the event of a registered company, close corporation or trust being the Purchaser of the Property, the signatory on behalf of such company, close corporation, or trust by virtue of his/her signature hereto binds himself/herself as surety for and co-principal debtor, jointly and severally with the company, close corporation or trust for the fulfilment of all the terms and conditions of this agreement.

14.18 No concession or any other indulgence which may be granted by the Seller to the Purchaser, whether in respect of time for payment or otherwise, regarding the terms and conditions of this Agreement shall be deemed to be a waiver or estoppel of and shall not affect, prejudice, or derogate from the rights of the Seller under this Agreement.

14.19 The parties hereby agree that this agreement constitutes the entire agreement between them and that no warranties or representations other than those contained herein have been made by any of the parties, or their agents, nor are there any suspensive conditions to this agreement which are not included herein.

14.20 No variation or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.

14.21 The Purchaser and the Seller warrant that they had the opportunity to request that all the material terms (printed in bold) of this agreement must be explained to them by IGROW prior to signature of this agreement and are satisfied that they are aware of the content of these conditions.

Initial

14.22 The Property Practitioner who was the effective cause of this agreement hereby warrants that he/she is in possession of a valid Fidelity Fund Certificate as at date of signature of this Agreement.

15. ADDRESS FOR NOTICES, LEGAL PROCESSES AND COMMUNICATIONS

15.1 The parties hereby choose their respective addresses as stated in **Annexure "A"** for any notices, legal processes and communication as reflected in the personal detail page. Attached hereto as and subject to the Protection of Personal Information Act, 2013.

15.2 Any notice to any of the parties shall be addressed to it in writing at the said addresses and shall either be sent by prepaid registered post, be delivered by hand, or e-mail.

15.3 All parties agree that such addresses shall be the exclusive addresses used for delivery of processes or notices in terms of this agreement and shall be deemed to have been received by the party at such address once delivered, even if such a party is not present at the address at time of delivery.

15.4 Any notice given by a party to the other which:

15.4.1 Is delivered by hand, to a responsible person, during ordinary business hours, at the physical address provided will be presumed to have been received (unless the contrary is proved by the addressee) on the day and time of delivery; or

15.4.2 is sent by prepaid registered post, in a correctly addressed envelope, to the postal address specified above will presumed to have been received by the recipient on the seventh day after the date of posting; or

15.4.3 is sent by email to the E-mail address specified will be deemed (unless the contrary is proved by the addressee), to have been received on the first business day after transmission.

15.5 Each of the parties will be entitled from time to time, by written notice to the other party to change his domicile to any other address within the Republic of South Africa which is not a post office box or poste restante. The changed address will be effective after 14 (fourteen) days of such change.

16. BREACH AND CANCELLATION

16.1 Should either party commit a breach of any of the terms of this agreement, and fail to remedy same within **7 (seven) days** (unless the transaction is about to be lodged in the deeds office for registration, in which event the notice period will be reduced to **24 (twenty-four) hours** of being called upon, in writing, to do so, the aggrieved party shall be entitled without prejudice to any other rights which the aggrieved party may have and without prejudice to his/her rights to claim any damages that he/she may have suffered as a result of such breach, to cancel the agreement by written notice to the defaulting party, or to claim specific performance from the defaulting party of his/her obligations in terms of this agreement.

16.2 Notwithstanding the provisions of clause 16.1, should the Purchaser fail to pay a deposit (if applicable) or deliver the guarantee(s) timeously as referred to in clause 4.4 above or fail to comply with the balance of the Purchaser's obligations in terms of this agreement, then without notice, penalty interest shall accrue at

2% (two percent) above the prime overdraft rate charged by the Seller's bankers from time to time, calculated on the Purchase Price. In the event of a dispute arising as to the rate payable, the rate shall be certified by any Manager or Assistant Manager of any branch of the Seller's bank whose decision will be final and binding on the parties. The penalty interest shall accrue from the date on which the deposit or guarantee(s) was/were due in terms on (whichever is applicable), or the Purchaser failed to comply with the balance of the Purchaser's obligations, whichever is the earlier, until the actual date the deposit is paid and/or the guarantee(s) is/are delivered or to the date on which the Purchaser complies with its obligations in terms of this agreement, whichever is the later, and shall be payable prior to transfer of the Property. Each payment made by the Purchaser shall be allocated first to the payment of interest and then to the payment of any other monies due in terms of this agreement and thereafter to the reduction of the purchase price.

16.3 No latitude, extension of time or indulgence granted by either party to the other shall be construed as prejudicing such party's right to insist on the strict and punctual compliance by the other party with the terms of this agreement.

16.4 Should this agreement be cancelled, prior to transfer, **as a result of the Purchaser failing to comply with his/her obligations** herein, then the professional fee in terms of clause 8 shall, notwithstanding the provisions of clause 16.2, become due and payable immediately upon such breach or such cancellation and the Purchaser will be held liable to pay, upon demand, the professional fee (plus VAT) thereon to IGROW.

17. TERMINATION OF AGREEMENT BY PURCHASER

17.1 The Parties record that upon the cancellation or termination of this Agreement as a result of a breach by the Purchaser, all amounts paid by the Purchaser in terms of this agreement shall be paid to or retained by the Seller as *rouwkoop* or a genuine pre-estimate of liquidated damages. Accordingly, on the happening of such an event, the Purchaser shall be deemed to have authorised the Seller's Conveyancer to pay to the Seller any amount paid by the Purchaser in terms hereof and invested by the Seller's Conveyancer on the Purchaser's behalf. All amounts retained by the Seller shall not constitute a breach of this Agreement.

Initial

18. DISPUTE RESOLUTION AND ARBITRATION

18.1 A dispute concerning this Agreement exists once a party notifies the others in writing of the nature of the dispute and requires it to be resolved under this clause. The parties must refer any dispute to be resolved by negotiation; failing which, mediation; failing which arbitration.

18.2 Within 10 (ten) Business Days of notification, the parties must seek an amicable solution to the dispute by referring it to designated and authorised representatives of each of the parties to negotiate and resolve it by the parties signing an agreement resolving it within 15 (fifteen) Business Days.

18.3 If negotiation fails, the parties must refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead) (AFSA).

18.4 If mediation fails, the parties must refer the dispute within 15 (fifteen) Business Days for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by agreement between the parties) as an expedited arbitration in Cape Town under the then current rules for expedited arbitration of AFSA. If the parties cannot agree on any arbitrator within a period of 10 (ten) Business Days after the referral, the arbitrator will be appointed by the Secretariat of AFSA.

18.5 These clauses shall not prevent any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction, pending the decision of an arbitrator. The Parties hereby consent to the jurisdiction of the High Court of South Africa in respect of the proceedings referred to herein.

18.6 The Parties hereby consent to the arbitration being dealt with on an urgent basis in terms of the Rules of AFSA should either Party, by written notice, require the arbitration to be held on an urgent basis. In such an event either Party may apply to the AFSA Secretariat as required in terms of the said Rules to facilitate such urgent arbitration.

18.7 The arbitration shall be held at Cape Town with only the legal and other representatives of the Parties to the dispute present there at and otherwise in terms of the Arbitration Act, unless otherwise provided for herein. The arbitrator shall be a practicing advocate of the Cape Bar of at least ten years' standing, appointed by agreement between the parties to the dispute. Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the giving of notice the arbitrator shall be appointed by the Chairperson of the Bar Council at the request of either Party to the dispute.

18.8 The decision of the arbitrator shall be final and binding on the Parties to the dispute and may be made an order of the High Court, at the instance of any of the parties to the dispute.

18.9 If a party to a dispute wishes to appeal the decision of the arbitrator, such party shall apply to the arbitrator for leave to appeal within 14 (fourteen) days from the date of the decision of the arbitrator.

18.10 The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.

19. FINANCIAL INTELLIGENCE CENTRE ACT, ACT NO. 38 OF 2008 ("FICA")

The Purchaser acknowledges and accordingly undertakes to comply with all requested FICA requirements within **5 (five) Business Days** from signing this Agreement and to supply the appointed bond originator with all information and documentation required by the said bond originator to enable the bond originator / agent and Attorneys to fulfil their obligations in terms of the Financial Intelligence Centre Act No. 38 of 2001 and Prevention of Organised Crimes Act, No. 121 of 1998.

20. PROTECTION OF PERSONAL INFORMATION ACT NO. 4 of 2013 ("POPIA")

20.1 The Seller and Purchaser to this Agreement irrevocably consent to the collection, recording, storing, and processing of their personal information contained in this Agreement in terms of the Protection of Personal Information Act No. 4 of 2013 ("POPIA") by the Agency.

20.2 The Parties further irrevocably accept and agree that such personal information will be shared with or made available to the Attorneys, mortgage bond originators, bond registration attorneys, mortgagees, sheriffs, bond cancellation attorneys, financial institutions, SARS, bridging finance companies, the local authority, body corporates, homeowner's associations, rates clearance agents, Master of the High Court, master's office agents and courier companies or third-party consultants, when required.

20.3 The Agency shall retain the Party's personal information for as long as is necessary to give effect hereto and in compliance with any legislation such as FICA and the Property Practitioners Act 22 of 2019.

20.4 The Parties have the right to object to the collection, recording, processing, and retention of personal information, save for such information which must be retained by the Property Practitioner in compliance with their statutory obligations. The Parties have the right to request that their personal information be corrected or updated and lodge a complaint with the Information Regulator.

21. FIXTURES AND FITTINGS

21.1 The Property is sold with all fixtures and fittings of a permanent nature (including but not limited to fitted carpets, fixed light fittings and chandeliers, curtain rods, rings, rails and blinds, all fitted cupboards, shelves and mirrors, existing built-in oven/extractor fan, television antennae and all pool cleaning equipment including automatic pool cleaning equipment, burglar alarm, remote control units for automatic gates and garage doors, fitted bar and bar stools) as well as all trees and rooted plants situated on it at the date of signature of this agreement, unless specifically excluded. The Seller warrants that all fixtures and fittings are his/her property and are fully paid for. The Purchaser undertakes to maintain the fixtures, fittings and the Property in the same condition and order from date of occupation to date of transfer of the Property.

21.2 List of additional fixtures and fittings:

.....

.....

22. 72-HOUR CLAUSE / CONTINUED MARKETING

22.1 Until all suspensive conditions to which this Agreement is subject have been fulfilled, the Seller shall be entitled to continue to market the Property. If the Seller at any time receives a bona fide unconditional Offer to Purchase, from a third party, then the Seller is entitled to give the Purchaser 72-hours (excluding Saturdays, Sundays, and Public Holidays) notice within which to comply with all the suspensive conditions contained in this Offer to Purchase within the aforementioned time.

Initial

22.2 Should the Purchaser fail to comply with the abovementioned paragraph 22.1, this Agreement will lapse and be of no further force and effect.

23. SIGNATURE IN COUNTERPARTS

This offer to Purchase may be signed in separate counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. A counterpart of this Offer to Purchase in telefax form shall be conclusive evidence of the original signature and shall be effective in law as the counterparts in original form showing the original signatures.

24. CONFIRMATION BY THE PURCHASER

24.1 The Purchaser acknowledges that all clauses that limits the risk or liability of the Seller and/or impose an obligation on the Purchaser to indemnify the Seller have been marked with a separate block and the Purchaser therefore acknowledges that:

24.1.1 **He understands the Material terms of this Agreement and warrant that he/she had the opportunity to request an explanation by IGrow prior to signature of this Agreement, specifically the clauses he/she initialled next to, and he understands his rights and obligations contained herein; and**

Initial

24.1.2 **he is aware of the importance of these clauses; and**

24.1.3 **he may refer the agreement to an independent third party to secure independent advice prior to signing the Agreement.**

25. SIGNATURES

SIGNED BY THE PURCHASER at _____ (place) this ____ day of _____20___

_____ ***As witness 1 Signature***	_____ ***Purchaser 1 Signature***
_____ ***As witness 2 Signature***	_____ ***Purchaser 2 Signature***

SIGNED BY THE SELLER at _____ (place) this ____ day of _____ 20___

_____ ***As witness 1 Signature***	_____ ***Seller:*** *Duly Authorised by Resolution*
_____ ***As witness 2 Signature***	

26. IGROW ACKNOWLEDGEMENT

26.1 This agreement has been negotiated by **DEBBIE SHERMAN** (full names of Agent)

26.2 If this document was completed by an intern Property Practitioner, the following clause is to be signed by a Full Status Property Practitioner, which Property Practitioner therefore must have the designation of Full Status Property Practitioner, NQF 4 qualified and has held a Fidelity Fund Certificate for not less than three years.

26.3 I, **DEBBIE SHERMAN** hereby certify that this document has been completed properly and that I am a fully qualified Property Practitioner.

26.4 Signature of Full Status Property Practitioner :……

26.5 **DEBBIE SHERMAN** (Full Names of Licensed Partner / Team leader) who hereby, on behalf of IGROW WEALTH INVESTMENTS PROPRIETARY LIMITED accepts the benefits of this agreement and accepts the cession contained in this agreement.

Licence Partner / Team leader

ANNEXURE A

DETAILS OF PURCHASER

1.1 Full names and surname: ….....…….....

1.2 Identity number (or date of birth in event of no S.A. Identity Number being available):

1.3 Spouse's full names and surname: …….....……..…….....……

1.4 Spouse's Identity number (or date of birth in event of no S.A. Identity Number being available):

1.5 Marital Status: ….…….....….....….…….

1.6 If married out of community of property, Antenuptial Contract No: H …….…….

1.7 Country of domicile of husband at date of marriage (if not South African): …….....

1.8 Name of Company / Trust: …….....

1.9 Company / Close Corporation / Trust Registration Number: ……..……..……..……..……

1.10 Full names and surname of representative signing on behalf of Company / Close Corporation / Trust:

……..……..……..……..……

1.11 Income Tax Registration number: ….....

1.12 VAT Registration number: (if applicable): ……..……..……..……

1.13 Telephone no's: (H)……..……..... (W) …….....……....……..
.

1.14 Cell no: …….....Email:……

1.16 Present address: …….....…….....

1.17 Postal address: …….....…….....

1.18 Nature of property: Primary residence / Other residential property / Small holding / Farm / Commercial building

1.19 The source of income/funds to finance the property purchased by is the following……

DETAILS OF SELLER

IGROW WEALTH INVESTMENTS PTY LTD Registration Number: **2015/093828/07**
Address: Barinor's Vineyard North, The Vineyards Office Park, 99 Jip de Jager Drive, Bellville
Email: info@igrow.co.za
Telephone no: (021) 979 2501

ANNEXURE B

IMMOVABLE PROPERTY CONDITION REPORT IN RELATION TO THE SALE OR LEASE OF ANY IMMOVABLE PROPERTY

1 **Disclaimer**

This report concerns the immovable property situated at

Unit _____, as shown and more fully described on Sectional Plan No. SS 280/2023, in the scheme known as **BROOKE MANOR** in respect of the land and building or buildings situated at EDENBURG, LOCAL AUTHORITY: CITY OF JOHANNESBURG and includes an undivided share in the common Property in the scheme apportioned to the said section in accordance with the participation quota endorsed on the sectional plan of the scheme (the "Property").

This report does not constitute a guarantee or warranty of any kind by the owner of the Property or by the property practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the Property.

2 **Definitions**

In this form –

2.1 "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and

2.2 "defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

3 **Disclosure of information**

The owner of the Property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the Property may rely on such information when deciding whether, and on what terms, to purchase the Property. The owner hereby authorises the appointed property practitioner marketing the Property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the Property.

4 **Provision of additional information**

The owner represents that to the best of his or her knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the owner have responded to any of the statements with a "yes", the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the response to the statement concerned.

5 **Statements from the Seller in connection with Property**

I am aware of the defects in the roof	**YES**	**NO**	**N/A**
I am aware of the defects in the electrical systems		X	
I am aware of the defects in the plumbing system, including in the swimming pool (if any)		X	
I am aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers		X	
I am aware of the defects in the septic or other sanitary disposal systems		X	
I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges.		X	

Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mold or defects in drain tiling or sump pumps			
I am aware of structural defects in the Property		X	
I am aware of boundary line dispute, encroachments or encumbrances in connection with the Property		X	
I am aware that remodeling and refurbishment have affected the structure of the Property		X	
I am aware that any additions or improvements made to or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained		X	
I am aware that a structure on the Property has been earmarked as a historic structure or heritage site		X	
ADDITIONAL INFORMATION			
The Property is an already tenanted sectional title development and all sections have been inspected and will receive minor maintenance where necessary.			

6 **Owner's certification**

The owner hereby certifies that the information provided in this report is, to the best of the owner's knowledge and belief, true and correct as at the date when the owner signs this report.

7 **Certification by person supplying information**

If a person other than the owner of the property provides the required information that person must certify that he/she is duly authorised by the owner to supply the information and that he/she has supplied the correct information on which the owner relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

8 **Notice regarding advice or inspections**

Both the owner as well as potential buyers of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

9 **Buyer's acknowledgement**

The prospective buyer acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliant aspects concerning, the property.

The prospective buyer acknowledges receipt of a copy of this statement

10 **Signatures**

Signed at ..... on .....

Signature of owner .....

Signature of purchaser .....

Signature of property practitioner .....

DOCUMENT PACK FOR THE PURCHASERS' ATTENTION

1. The Purchaser hereby acknowledges receipt of the documents listed below:

1.1 Signed Documents to be returned:

- OTP including Annexures
  Annexure A – Purchaser and Sellers Information Schedule
  Annexure B – Immovable Property Condition Report
- Floor Plans
- Unit Plans
- Rental Mandate Agreement (if applicable)
- Rental Assist Agreement (if applicable)
- Special Power of Attorney / Proxy Form (if applicable)
- Instruction to invest monies
- POPI Form
- FICA Questionnaire (and supporting documents)

1.2 Documents for Purchaser's information (not to be signed and returned):

- Sectional Title Plans (if applicable);
- Draft Management and Conduct Rules;
- Standard Specifications (if applicable);
- Site development plan (if applicable);

2. By signing below, the Purchaser confirms that they have read, understood and accepted the abovementioned documents.

3. If you do not understand the content of the documents, you have the responsibility to reach out for a further explanation or to obtain independent legal advice.

SIGNED BY THE PURCHASER

At _____ (place) this _____ day of _____20_____

_____ _____

As witness 1 Signature ***Purchaser 1 Signature***

_____ _____

As witness 2 Signature ***Purchaser 2 Signature***