



## OFFER TO PURCHASE

Entered into between:

THE TIRONG DEVELOPMENT TRUST

REGISTRATION NUMBER 1002554/2016

Herein represented by Derek R. M. Warren

In his capacity as Trustee, duly authorised by resolution

("Seller")

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and

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("1st Purchaser")

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("2nd Purchaser")

In respect of Erf \_\_\_\_\_ Tirong Extension \_\_\_\_\_ Township, measuring approximately \_\_\_\_\_

Square metres together with all structures built on the property.



[www.tirong.co.za](http://www.tirong.co.za)



[info@tirong.co.za](mailto:info@tirong.co.za)



010 492 0642



121 The Studios | Runnymede Road Chartwell Country Estate | 2198  
PO Box 2275 | Witkoppen | 2068



1. COVERING SCHEDULE

PARTIES

A. SELLER:

THE TIRONG DEVELOPMENT TRUST  
REGISTRATION NUMBER 1002554/2016

B. PURCHASER:

1. Full names/Entity Name: .....
- .....
2. Identity No / Passport No / Registration No.....
3. Date of Birth: .....
4. Income Tax/ VAT number.....
5. Marital Status.....
6. Marital regime..... : unmarried / married in community of property / married out of  
community of property/ foreign marriage (insert Country) .....
7. Date and place of marriage.....
8. Full names of spouse / second purchaser  
.....
9. Identity number / passport number of spouse / second  
purchaser.....
10. Date of birth of spouse / second purchaser.....
11. Income Tax / VAT Number .....
12. Work number.....



- 13. Home number.....
- 14. Cell number..... /.....
- 15. Fax number.....
- 16. Email address.....  
.....
- 17. Residential address.....  
.....
- 18. Postal address.....
- 19. Erf number .....
- 20. Purchase Price.....
- 21. Estimated monthly levy amount .....

C. ATTORNEYS

HornvanWyk Attorneys  
Suite 2.04 Workshop 17, The Bank  
Rosebank  
Tel: 011-568 4635  
Email: [adele@hornvanwyk.co.za](mailto:adele@hornvanwyk.co.za) / [louis@hornvanwyk.co.za](mailto:louis@hornvanwyk.co.za)  
Contact person: Adele Van Wyk/Louis Horn



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**WHEREBY IT IS AGREED AS FOLLOWS:**

**2. INTERPRETATION AND PRELIMINARY**

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears –

2.1 words importing –

2.1.1. any one gender includes the other two genders;

2.1.2. the singular includes the plural and vice versa; and

2.1.3. natural persons include created entities (corporate or unincorporated) and the state and vice versa;

2.2 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely –

2.2.1. **“Agreement”** means this agreement together with all annexures hereto;

2.2.2. **“Homeowners Association”** means the controlling body of Tirong Township known as Tirong Homeowners Association NPC incorporated in terms of Act 71 of 2008 (the “Homeowners Association”), comprising of all of the owners of erven within the township and administered by the members of the Homeowners Association appointed from time to time;

2.2.3. **“Bond Originator”** means Homeloan Junction;

2.2.4. **“Builder”** means Derek Warren Developments Pty Ltd

2.2.5. **“Business Days”** means any business day excluding Saturdays, Sundays and public holidays;

2.2.6. **“Consumer Protection Act”** means Act 68 of 2008 (as amended);

2.2.7. **“Covering Schedule”** means the covering schedule forming part of this Agreement;



- 2.2.8. **“Financial Summary”** means the summary of the finances relating to this Agreement annexed hereto for ease of reference, marked **“Annexure A”**
  - 2.2.9. **“Layout Plan”** means plan indicating the location of the property marked Annexure **“C”**
  - 2.2.10. **“Parties”** means the Seller and the Purchaser as set out in the Covering Schedule collectively;
  - 2.2.11. **“Property”** means Erf \_\_\_\_\_ Tirong Extension \_\_\_\_\_ Township
  - 2.2.12. **“Purchaser”** means the Purchaser as recorded in the Covering Schedule;
  - 2.2.13. **“Rules and Memorandum of Incorporation** means the Memorandum of Incorporation and Conduct Rules binding all owners and tenants within the township known as Tirong Extension \_\_\_\_\_, a copy of the Rules and Memorandum of Incorporation are annexed hereto, marked **“Annexure C”**;
  - 2.2.14. **“Seller”** means the Tirong Development Trust;
  - 2.2.15. **“Transfer Date”** means the date of registration of transfer of the Property into the name of the Purchaser in the applicable deeds office;
  - 2.2.16. **“Transferring attorneys”** means HornvanWyk Attorneys;
  - 2.2.17. **“VAT”** means value added tax, currently at a rate of 15% (fifteen percent) imposed in terms of the Value Added Tax Act, 1991, including any similar tax which may be imposed in place thereof from time to time.
  - 2.2.18. **“Sales Agents”** – means Derek Warren Developments Pty Ltd.
- 2.3 any reference in this Agreement to **“Date of Signature Hereof”** shall be read as meaning a reference to the date of the last signature of this Agreement;
- 2.4 if any provision in a definition is a substantive provision imposing rights or obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- 2.5 when any number of days, other than Business Days, is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;



- 2.6. if figures are referred to in numerals and in words and if there is any conflict between the two, the words shall prevail;
- 2.7. expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own conflicting definitions;
- 2.8. reference to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s;
- 2.9. reference to any particular gender includes all other genders;
- 2.10. if any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, 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 clause;
- 2.11. the rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply;
- 2.12. any reference in this Agreement to a party shall include a reference to that party's assigns expressly permitted under this Agreement and, if such party is liquidated or sequestrated, be applicable also to and binding upon that party's liquidator or trustee, as the case may be;
- 2.13. The parties furthermore acknowledge that none of the terms of this Agreement, despite the express reference to the Consumer Protection Act, should be construed as an acknowledgement that the Consumer Protection Act applies to this transaction in circumstances where the act would not have been applicable to this transaction;
- 2.14. the words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed, nor shall they take effect, as limiting the generality of any preceding word/s;
- 2.15. any reference in this Agreement to any other agreement or document shall be construed as a reference to such other agreement or document as same may have been, or may from time to time be, amended, varied, novated or supplemented;



- 2.16. the words "other" and "otherwise" shall not be construed eiusdem generis with any preceding words if a wider construction is possible.

### 3. THE SALE

- 3.1. The Seller sells to the Purchaser who purchases the Property as recorded in the Covering Schedule and as depicted on Annexure "C", subject to all conditions and servitudes mentioned or referred to in the current title deed of the Property and to all such conditions and servitudes which may exist in regard thereto.
- 3.2. The Property is sold with the inclusion of all existing fixtures and fittings of a permanent nature and the Seller guarantees that all such items are his property and fully paid.
- 3.3. It is recorded that this document is intended to be signed firstly by the Purchaser and thereafter by the Seller.
- 3.4. The Purchaser acknowledges that his signature hereto constitutes an offer by him to purchase the property on the terms and conditions set out herein, which offer shall remain irrevocable until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ and available for acceptance by the Seller at any time, prior thereto.
- 3.5. This Agreement shall be duly concluded upon timeous signature by the Seller and its validity will in no way be dependent upon the fact of such signature being communicated to the Purchaser.

### 4. THE PURCHASE PRICE

- 4.1. The purchase price of the Property inclusive of VAT is as set out in item 20 of the Covering Schedule.
- 4.2. It is recorded that the Seller is a registered VAT vendor with VAT registration number 4860276320.



## 5. TERMS OF PAYMENT

5.1. The purchase price shall be paid by the Purchaser as follows:

- 5.1.1. as a **deposit**, the sum of **R10 000.00 (Ten Thousand Rand)** payable within **5 Business Days** from the Date of Signature Hereof, which deposit shall be held in trust by the Transferring Attorneys and who is authorised to invest the deposit and any monies paid by the Purchaser to the Transferring Attorney in respect of the Purchase Price in an interest-bearing account for the benefit of the Purchaser. Such investment shall be governed by the provisions of Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014) and the Purchaser's signature hereto shall constitute the Purchaser's written consent to such investment.

<b>Account name:</b>	<b>HORNVANWYK ATTORNEYS TRUST ACCOUNT</b>
<b>Bank:</b>	<b>FNB</b>
<b>Account number:</b>	<b>62910296210</b>
<b>Branch code:</b>	<b><u>210554</u></b>
<b>Reference number:</b>	<b>Erf _____ Tirong</b>

Please email the proof of payment to: [payments@derekwarrendevlopments.co.za](mailto:payments@derekwarrendevlopments.co.za) & [adele@hornvanwyk.co.za](mailto:adele@hornvanwyk.co.za)

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**Please take note that we will take no responsibility of deposits made if your account reference number does not appear on the deposit slip.**

- 5.1.2. The balance of the purchase price, shall be paid by the Purchaser to the Seller in cash upon registration of transfer of the Property, to be secured by an approved bank guarantee, the issuer and form of which shall be approved by the Seller made payable to the seller or her nominee and shall be in the form stipulated by the Conveyancer which guarantee must be submitted to the Conveyancer on the Seller's behalf within 45 (forty-five) days from the date of signature hereof or a later date as agreed by the Seller at its own and absolute discretion expressed to be payable free of exchange upon the Transfer Date subject to the simultaneous cancellation of all existing bonds registered against the Property.
- 5.2. All monies payable by the Purchaser in terms of this Agreement which are unpaid on due date shall bear interest at 1% (one percent) above the prime overdraft lending rate from time to time and shall





be calculated from due date to date of payment.

- 5.3. All or any payments to be affected hereunder shall be affected by the Purchaser to the Attorneys without deduction and free of exchange at Johannesburg and without deduction or set off.

## 6. POSSESSION

- 6.1 Possession of the Property shall be given to the Purchaser on the Transfer Date and from which date the Property shall be at the sole risk and profit of the Purchaser who shall be liable for all rates, taxes, levies and other imposts leviable in respect thereof.
- 6.2 **The Purchaser shall be obliged to open separate rates and taxes and utility accounts with the local authority and pay the necessary deposits once the property is registered in the Purchaser's name. The Purchaser will be liable for the installation, rental and any other costs payable to the local authority in respect of the installation of prepaid water meters and electricity meters.**

## 7. TRANSFER

Transfer of the Property to the Purchaser shall be affected by the Parties' attorneys, being the Transferring attorneys -

- 7.1. Within a reasonable time and after all other amounts due hereunder have been paid;
- 7.2. upon receipt of a valid rates clearance certificate and levy certificate issued by the appropriate local authority in respect of the Property;
- 7.3. at the cost of the Seller, who shall also be responsible for VAT, which transfer cost and VAT shall be payable on demand;
- 7.4. Against cancellation of all existing mortgage bonds and other encumbrances on the property.

## 8. OCCUPATION

- 8.1. Occupation of the Property shall be given to the Purchaser on the Transfer Date or on such earlier date as may be agreed to by the Parties in writing, against payment of occupational rent in the

amount of R \_\_\_\_\_

( \_\_\_\_\_ Rands)



per month, (which amount is calculated as follows: Purchase Price multiplied by the prime interest rate from time to time less 1% divided by 12) and the monthly levies as set out in item 22 of the Covering Schedule.

- 8.2. The Purchaser shall be liable to maintain the Property in good order and repair with effect from the occupation date.
- 8.3. It is hereby agreed that no tenancy shall be created by the Purchaser taking occupation prior to the date of registration of transfer.
- 8.4. The Purchaser shall not be entitled to make any alterations to the Property before registration of transfer without the prior written consent of the Seller.

#### 9. DEFAULT AND CANCELLATION

- 9.1. If the Purchaser fails to make any payment on due date or commits any other breach of this Agreement, the Seller shall be entitled, without prejudice to any other rights which the Seller may have at law, to either cancel this Agreement forthwith and to claim damages or to claim immediate specific performance of the Purchaser's obligations, including payment of the full balance of the purchase price, and damages.
- 9.2. Before exercising its rights under clause 9.1 the Seller shall first give the Purchaser written notice informing them of the failure in question and making demand to the Purchaser to carry out the obligation in question within 7 (seven) days of the date of such notice.
- 9.3. Upon cancellation of this Agreement for whatsoever reason, the Purchaser hereby undertakes to vacate the Property forthwith and / or to procure that the Property is vacated without delay by any person or persons occupying the Property with or without the Purchaser's permission. The Property shall be re-delivered to the Seller in the same good order and condition as at the date of possession.

#### 10. SELLER'S WARRANTIES WITH SPECIFIC REFERENCE TO THE CONSUMER PROTECTION ACT 68 OF 2008 ("CPA") AND NATIONAL HOMEBUILDERS REGISTRATION ACT ("NHBRC ACT") 95 OF 1998

- a. The Seller warrants that:
  - a) It will take all reasonable steps necessary to obtain registration of the property;
  - b) As at the date of sale and as at the date of transfer the Seller is and will be the registered owner of the property;



- d) And no one has any right to acquire the property or any portion thereof.
  
- b. It is recorded that the Seller is a "producer" as defined in the CPA and that the property is sold with an "implied warranty of quality" as provided for in Property 56 of the CPA, being a warranty that the property complies with the requirements and standards contemplated in property 55 of the CPA, which provides that the Purchaser has a right to receive the property on the basis that –
  - a) It will be reasonably suitable for the purpose for which it is generally intended;
  - b) It is of good quality, in good working order and free of any defects;
  - c) It will be useable and durable for a reasonable period of time, having regards to the use of the property would normally be used and to all the surrounding circumstances of its supply, except to the extent that the property has been altered, converted or refurbished after having left the control of the Seller.
  
- c. It is however, as provided for in Property 55(6) of the CPA, recorded that:
  - a) The Purchaser has been expressly informed that the property is offered to the Purchaser in the condition as it stands with certain patent (visible) defects and possible latent (invisible) defects and the Purchaser has carefully inspected the property and hereby expressly agrees to accept the property in the condition that it stands or,
  
  - b) In the event of a dispute as to whether the buildings on the property has been erected in a workmanlike fashion and substantially in terms of the attached plans and specification of the matter shall be referred to an independent architect agree upon by the parties (or, if they cannot within 3 days agree, by the President of the Institute of Architects for the Gauteng Province) which architect, acting as expert and not as arbitrator, shall determine whether the buildings on the property has been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications and, if he determines that same is not the case, the seller shall do everything required by that architect until the architect is satisfied that the buildings on the property has been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications. It the architect, after his first inspection, determines that the buildings on the property has been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications the purchaser shall pay his costs otherwise his costs hall be paid by the Seller.
  
- d. In terms of Section 13(2) of the NHBRC Act the Seller gives the following warranties enforceable by the Purchaser against the Seller in any court namely that –



- a) The buildings constructed or to be constructed in terms of this agreement –
  - i) Is or shall be (if it still needs to be erected in terms of this agreement) constructed in a workmanlike manner;
  - ii) Is or shall be fit for habitation; and
  - iii) Is or shall be constructed in accordance with-
    - aa) The NHBRC Technical Requirements to the extent applicable to the building at the date of enrolment of the property with the Council; and
    - bb) The plans and specifications hereunto annexed (if any);
- b) The Seller shall –
  - i) Subject to the limitations and exclusions that may be prescribed by the Minister, at the cost of the Seller and upon demand by the Purchaser, rectify major structural defects on the property caused by the non-compliance with the NHBRC Technical Requirements and occurring within a period of five years as from the occupation date, and notified to the Seller by the Purchaser in writing within that period.
  - ii) Rectify non-compliance with or deviation from the terms, plans and specifications of the agreement or any deficiency related to design, workmanship or material notified to the Seller by the Purchaser in writing within a period of three months as from the occupation date; and
  - iii) Repair roof leaks attributable to workmanship, design or material occurring and notified to the Seller by the Purchaser in writing within 12 months as from the occupation date.
- e. The Builder undertakes to discharge all of the Seller's obligations contained in clause 10 and the parties by their signature hereto agree to the delegation of such obligations.


#### 11. DOMICILIUM CITANDI ET EXECUTANDI

- a. The parties choose as their domicilia citandi et executandi for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

 [www.tirong.co.za](http://www.tirong.co.za)

 [info@tirong.co.za](mailto:info@tirong.co.za)

 010 492 0642

 121 The Studios | Runnymede Road Chartwell Country Estate | 2198  
PO Box 2275 | Witkoppen | 2068



- i. **Seller:** At the address as set out in Item A of the Covering Schedule
  - ii. **Purchaser:** At the address as set out in Item B 17 of the Covering Schedule.
- b. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by fax or e-mail.
- c. Either party may by notice to the other party change the physical address chosen as its domicilium citandi et executandi to another physical address where postal delivery occurs in South Africa or its postal address or its fax number or e-mail address, provided that the change shall become effective on the 7th business day from the deemed receipt of the notice by the other party.
- d. Any notice to a party –
- i. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its domicilium citandi et executandi to which post is delivered shall be deemed to have been received on the 4th business day after posting (unless the contrary is proved);
  - ii. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or
  - iii. sent by fax to its chosen fax number stipulated in clause 11.1, shall be deemed to have been received on the date of despatch (unless the contrary is proved); or
  - iv. sent by e-mail to its chosen e-mail address stipulated in clause 11.1, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

## 12. LATITUDE BY THE SELLER

No relaxation or indulgence which the Seller may show to the Purchaser shall in any way prejudice the Seller's rights hereunder and, in particular, no acceptance by the Seller of any payment after due date (whether on one or more occasions) shall preclude or estop the Seller from exercising any rights enjoyed by him hereunder by reason of any subsequent payment not being made strictly on due date. Unless otherwise stated by the Seller in writing, the receipt by the Seller or his agents of any payment shall in no way whatsoever prejudice or operate as a waiver, withdrawal or abandonment of any cancellation or right to cancellation effected or acquired prior to such receipt.

For the purpose of all or any proceedings hereunder the parties hereby consent to the jurisdiction of the Magistrates' Court having territorial jurisdiction, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring



jurisdiction upon the said Court pursuant to property 45 of the Magistrates' Court Act of 1944 or any amendment thereof, provided, nevertheless, that the Seller shall have the right at his sole option and discretion to institute proceedings in any other competent court.

### 13. SUSPENSIVE CONDITION - MORTGAGE BOND

- a. This Agreement is subject to the suspensive condition that the Purchaser obtains approval of a mortgage loan (and the financial institution's quotation as referred to the National Credit Act, 2005) within 30 (thirty) days from the Date of Signature Hereof from a registered financial institution in the amount of R \_\_\_\_\_ or such lesser amount that the Purchaser may accept, upon the security of a first mortgage bond to be registered over the Property at such rates of interest and on such conditions as are stipulated by the financial institution/s to which application/s for the loan is/are made.
- b. In the event that the mortgage loan amount granted by the financial institution is less than the amount referred to in 14.1, the Purchaser may accept such lesser amount in fulfilment of the condition contained in 14.1 in which event the Purchaser shall advise the Seller in writing of such acceptance prior to the expiry of the time permitted for mortgage loan approval. In such an event, the Purchaser shall secure and deliver the balance of the Purchase Price due, by virtue of either a guarantee or in cash as stipulated in 5.1.2.
- c. Should the Purchaser elect not to accept the lesser amount offered by the financial institution, the Purchaser shall advise the Seller in writing within 10 (ten) days from the date of such offer of his non-acceptance in which event the suspensive condition as set out in 14.1 shall be deemed not to have been fulfilled. Should the Purchaser fail to advise the Seller of his non-acceptance within the time period referred to in this clause, it shall be deemed that the Purchaser had accepted the lesser loan amount and that the suspensive condition has been fulfilled.
- d. This condition shall be deemed to have been fulfilled upon notification by the applicable financial institution that a quotation as referred to in clause 14.1 has been issued to the Purchaser or the Bond Originator on the Purchaser's behalf and the subsequent acceptance thereof by the Purchaser.
- e. The Seller may, in its sole discretion in writing extend the time period allotted to the Purchaser to obtain the mortgage loan aforesaid. Should the mortgage loan not be obtained within the aforementioned time period (or any extension thereof), this Agreement shall lapse automatically and be of no further force or effect.



- f. The Seller and Purchaser hereby jointly appoint the Bond Originator or any other bond originator approved by the Seller to apply in his name for a loan referred to in 14.1 above to the financial institution approved by the Seller.
- g. Should the Purchaser obtain a mortgage bond by virtue of any means other than through the Bond Originator, the Purchaser shall be responsible for the payment of all costs and disbursements associated with the procuring and registration of such Mortgage Bond, payable to the Transferring Attorney (or their nominee) as referred to in 14.9 below.
- h. The Purchaser may not after his mortgage bond has been approved by a financial institution, replace the said mortgage bond with the mortgage bond of another financial institution. Any delay caused by this practise will not be acceptable to the Seller and the Seller reserves all his rights.
- i. Only the Transferring Attorneys shall be allowed to register the mortgage bond of the Purchaser, and the Seller reserves the right to cancel the agreement if the Purchaser does not comply.
- j. In the event a bond has been approved as per the specifications as referred to in clause 14.1 above and prior to date of registration of transfer, the bond is withdrawn, whether on instructions of the Purchaser or for any other reason by such financial institution, it will still be regarded that the suspensive condition was met at a prior date and will therefore result in a breach of the agreement by the Purchaser and be dealt with accordingly and as provided for in this agreement.

#### 14. HOME OWNERS ASSOCIATION

The Purchaser acknowledges that:

- a. upon registration of transfer of the Property, the Purchaser will automatically become a member of the Home Owners Association (“the Association”) and will be subject to the provisions of the Memorandum of Incorporation and all relevant conduct and Aesthetic rules of the Association.
- b. the Purchaser shall remain a member of the Association and be bound by its Memorandum of Incorporation.
- c. Prior to registration of transfer, the Purchaser will not be entitled to sell, donate, grant any option or any pre-emptive right in respect of, or in any manner deal with the property without the prior written consent of the Association which shall not be unreasonably withheld.
- d. As a member of the Association, the Purchaser shall with effect from the date of registration of transfer of the property into his name, be obliged to pay to the Association the monthly/yearly levy.



### 15. WHOLE AGREEMENT – NON- VARIATION

- a. This Agreement constitutes the whole agreement between the parties relating to the subject matter hereof and supersedes any other discussions, agreements and/or understandings regarding the subject matter hereof.
- b. No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- c. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any party in respect of its rights under this Agreement, nor shall it operate so as to preclude such party (save as to any extension, waiver or relaxation actually given) thereafter from exercising its rights strictly in accordance with this Agreement.
- d. To the extent permissible by law no party shall be bound by any express or implied or tacit term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

### 16. SALES CONSULTANTS - COMMISSION

The Seller shall be liable to pay agent's commission on this Agreement at a rate agreed between the Seller and the Agent from time to time. If this Agreement is however cancelled by the Seller due to the actions of the Purchaser or by the Purchaser, the Purchaser shall be liable for agent's commission at a rate of

\_\_\_\_\_ % ( \_\_\_\_\_ percent) of the selling price plus VAT payable on date on demand.





### **17. ACKNOWLEDGMENTS BY PURCHASER OF RIGHTS, SERVITUDES AND SPECIFIC USE OF THE LAND**

The Purchaser acknowledge and confirms to be fully acquainted with the following: -

- 17.1 A right of way servitude in favour of the local authority situated on the eastern boundary of the Township, 12.59 metres wide
- 17.2 A proposed road servitude known as the K33 that will cross the eastern portion of the township in favour of the Gauteng Provincial Government. The Purchaser acknowledges that the proposed K33 will initially fall within the boundaries of Tirong Extension 12 township and will be utilised by the homeowner's association and residents for recreational purposes until the road is constructed. Once the K33 is constructed, proposed Phase 6 in Tirong Township will be separated from the rest of the township and will have a separate security entrance.
- 17.3 The construction of an attenuation dam in the North-Eastern corner of the Township which will act As a catchment area for storm water management.
- 17.4 The existence of a telecommunication tower on the proposed Erven 441 and 442 of the Township to the benefit of the residents of the Township.

### **18. DIRECT MARKETING AND COOLING OFF**

- 18.1 In terms of section 16 of the Consumer Protection Act, if this sale has resulted from direct marketing (the approach to the Purchaser, either in person or by mail or electronic communication by the Seller, direct or indirect for the purpose of (i) promoting or offering to supply, in the ordinary course of business, any goods or services to the person, or (ii) requesting the person to make a donation of any kind for any reason. The term "electronic communication" is widely defined as including "communication by means of electronic transmission, including by telephone, fax, SMS, wireless computer access, email or any similar technology device") by the Seller or its agents, the Purchaser has a right to cancel this Agreement without reason or penalty by written notice within 5 (five) Business Days after the Agreement was concluded, or within 5 (five) Business Days after delivery of the Property.



- 18.2 The Seller is unable to accept the risk of cancellation without reason within 5 (five) Business days after delivery of the Property as the Seller could in the interim have sold the Property to a party who was not so affected. In addition, if the transaction is cancelled after delivery of the Property to the Purchaser, the Seller bears the holding costs of the Property for an uncertain period whilst awaiting a replacement Purchaser. This creates substantial losses for the Seller.
  
- 18.3 The Seller is therefore not prepared to enter into this Agreement with any Purchaser if the transaction has resulted from direct marketing.
  
- 18.4 The Purchaser therefore warrants that this transaction has not resulted from direct marketing and Seller enters into this transaction relying entirely upon such a warranty.
  
- 18.5 If after delivery of the Property, the Purchaser is successful in cancelling this agreement by relying upon the right of cancellation flowing from the direct marketing provisions of the Consumer Protection Act, the Purchaser shall be liable for damages suffered by the Seller as a result thereof on the basis of the Purchaser's breach of this warranty.

**19. STIPULATIO ALTERI (AGREEMENT ON BEHALF OF A THIRD PARTY)**

No part of this Agreement shall constitute a *stipulatio alteri* in favour of any person who is not a party to the Agreement unless the provision in question expressly provides that it does constitute a *stipulatio alteri*.

THUS, OFFERED AND SIGNED by the Purchaser at \_\_\_\_\_ on

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ in the presence of the undersigned witnesses.

AS WITNESSES:

1. \_\_\_\_\_ 1<sup>st</sup> Purchaser

2. \_\_\_\_\_ 2<sup>nd</sup> Purchaser



www.tirong.co.za



info@tirong.co.za



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PO Box 2275 | Witkoppen | 2068



THUS, ACCEPTED AND SIGNED by the Seller at \_\_\_\_\_ on

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ in the presence of the undersigned witnesses.

AS WITNESSES:

- 1. \_\_\_\_\_  
For and on behalf of the Seller
- 2. \_\_\_\_\_

ACCEPTED AND SIGNED BY THE SALES CONSULTANTS at \_\_\_\_\_ on

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
1<sup>st</sup> Sales Consultant

\_\_\_\_\_  
2<sup>nd</sup> Sales Consultant



*(The signatory who by his/her signature hereto certifies that he/she has been authorised to act for and on behalf of the Sales Consultant.)*

**20. ANNEXURE "A" – FINANCIAL SUMMARY**

Purchase Price (VAT Inclusive) R \_\_\_\_\_

Deposit (payable within 5 Business Days of signature hereof - See Clause 5.1.1)

R \_\_\_\_\_

Mortgage Bond (See Clause 14)

R \_\_\_\_\_

FINANCIAL INSTITUTION / BANK \_\_\_\_\_



**21. ANNEXURE "B" - LAYOUT PLAN**

I/we acknowledge that I/we have been shown a copy of the site plan for ERF\_\_\_\_\_ and understand all the site constraints such as the site boundary, building lines/ building restriction areas, site access and servitudes.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Sales Consultant



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**22. ANNEXURE “C”– MEMORANDUM OF INCORPORATION, CONDUCT RULES  
CONDUCT AND AESTHETICAL RULES**

I/we acknowledge that I/we have been informed about the Memorandum of Incorporation, (Including the Homeowners Association, Conduct Rules & Architectural Guidelines) which the documentation can be downloaded from <https://tirong.co.za/Documents/Tirong-MOI.pdf>

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Date

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Purchaser

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Sales Consultant



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## Addendum A

### Items Not Included:

1. Floor Tiles in the “**Show Units**”, Not Included.
2. Curtain Tracks & Window Blinds as per “**Show Units**” Not Included
3. Concrete Apron Around the “**Show Units**” Not Included. (One Square Meter of Paving at each door leading out of the house only).
4. Lawn Around the “**Show Units**”, Not Included.
5. No Yard Fencing Included.
6. There will not be dedicated street light poles installed in the street, instead each house is fitted with an energy efficient LED flood light on the front of the house that is connected to a photovoltaic day/night sensor. In line with the EDGE certification, this allows the development to be more energy efficient.
7. Smart Meters are part of the Edge greening requirements and merely an aid for homeowners to monitor energy consumption, a COJ rates account will needed to be opened and each freehold homeowner will need to apply for water and electricity meter from the City of Johannesburg, Smart meters will only be installed once City Power has installed the meters they provide.