



**FOUR SEASONS
ESTATE**

AGREEMENT OF SALE

Plot & Plan

(Erf only document)

entered into between

M3T FIVE PTY LTD

(hereinafter referred to as “the Seller”)

and

1. _____

2. _____

(hereinafter collectively referred to as “the Purchaser”)

INFORMATION SCHEDULE

A. THE SELLER

Name	M3T FIVE PTY LTD
Registration Number:	2024/627759/07
VAT Number:	
Address:	SG101A, Ground Floor, South Wing, Great Westerford, 240 Main Road, Newlands, 7700
Contact:	Russell Smith
E-mail:	russell@absolutecapital.co.za

B. THE PURCHASER

PURCHASER 1

Full Names	
ID/Reg. No.	
Marital Status	COP ANC UNMARRIED
Address	
Tel (H)	
Tel (W)	
Mobile	
E-mail	
Income Tax No	

PURCHASER 2

Full Names	
ID	
Marital Status	COP ANC UNMARRIED
Address	
Tel (H)	
Tel (W)	
Mobile	
E-mail	
Income Tax No	

C. THE PROPERTY SOLD

Erf number:	
Extent in square meters:	

being Erven 19765 , Mossel Bay, in the Municipality of Mossel Bay, Province Western Cape.

D. PURCHASE PRICE inclusive of Value-Added Tax at 15%

Purchase Price of the Property	R
Purchase Price in words	

E. PAYMENT OF PURCHASE PRICE

Purchase price of the Property	R
Deposit	R
Balance of Purchase Price	R
If cash offer, date by which Balance Purchase Price / guarantees due	within 14 (fourteen) days of acceptance of the offer, or such later date as the seller in its sole discretion may allow.

F. MORTGAGE BOND (INDICATE IF REQUIRED)

Answer yes or no: _____

Amount required	R
Date by which bond must be granted	within 30 (Thirty) days of the Signature Date, or such later date as allowed in terms of the provisions of clause 10.3.
Preferred institution:	
Recommended bond originator for the Development:	Mortgage Max.

G. THE LISTING AGENT

Listing Agency	PROPMOVE PROPERTIES PTY LTD
Name of Estate Agent	SALOMINA LABUSCHAGNE
Vat No. Selling Agency	4860258310
Income Tax. No of agent	9079708153
Tel. No.	082 876 7919
E-mail address:	salomie@propmove.co.za

H. THE SELLING AGENT

Selling Agency	
Name of Estate Agent	
Vat No. Selling Agency	
Income Tax. No of agent	
Tel. No.	
E-mail address	

I. SALE OF PURCHASER'S PROPERTY (COMPLETE IF THIS AGREEMENT IS SUBJECT TO THE SALE OF THE PURCHASER'S PROPERTY)

Situating at:	
For the amount of:	R or such lesser amount that the Purchaser may accept.
Date by which the Purchaser's property must be sold and become unconditional in accordance with its terms.	

J. OTHER

Estimated monthly levy	R750.00	(VAT incl.)
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CONSUMER PROTECTION ACT NOTICE

A In complying with the [Consumer Protection Act 68 of 2008](#) (hereafter the “CPA”), certain portions of the agreement have been printed in ***bold italics***. The reason for this is to specifically draw the Purchaser’s attention to these clauses as they either: Limit in some way the risk or liability of the Seller or any other person, constitute an assumption of risk or liability by the Purchaser, impose an obligation on the Purchaser to indemnify the Seller or any other person for some cause; or are acknowledgement of a fact by the Purchaser.

B It is further recommended that:

B1 the Purchaser carefully reads this Agreement (and its Annexures), and complete annexure “B” (*“Recordal of Additional Representations in terms of the Consumer Protection Act”*) to record any representations made by the Seller, the Listing Agent or the Marketing Agent concerning material facts which the Purchaser relied on in deciding to purchase the Property and to conclude this Agreement, that are not contained in this Agreement; and

B2 the Purchaser consults a suitable qualified person to assist the Purchaser in the interpretation and conclusion of this Agreement; and

B3 the Purchaser advises the Seller in writing of any information furnished to the Purchaser in a manner or form which the Purchaser deems not to be plain and understandable language.

I/WE DECLARE HEREWITH THAT I HAVE READ THE IMPORTANT NOTICES SET OUT ABOVE

Signed at _____ on _____ 20____

PURCHASER/S who warrants that he/she is/are duly authorized hereto

CONFIRMATION OF RECEIPT AND PERUSAL OF CONSTITUTIONS OF ASSOCIATIONS

A I/We hereby confirm that we had the opportunity to peruse a copy of the constitutions of the:

- The Four Seasons Estate Home Owners Association

that govern the Property, as provided for in paragraph 20 of the Standard Terms and Conditions of this Agreement and that I/we are familiar with the contents thereof of which I/we have a good understanding.

B I/ We furthermore confirm that copies of the constitutions of both associations were made available to us.

I/WE DECLARE HERewith THAT I/WE HAVE READ THE IMPORTANT NOTICES SET OUT ABOVE

Signed at _____ on _____ 20_.

PURCHASER/S who warrants that he/she is/are duly authorized hereto

STANDARD TERMS AND CONDITIONS

Whereas

- The Seller has acquired and is the registered owner of Erf 19765, Mossel Bay, situated in the Municipality of Mossel Bay, Western Cape Province (being the “Site” as defined in this Agreement), as more fully depicted on Surveyor-General Diagram No. 1912/2025. The Seller is in the process of developing the Site.
- The Purchaser wishes to purchase the Property from the Seller and to contract the Seller to complete the construction of a residential dwelling for and on its behalf.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1. **“Agreement”** means this agreement of sale and shall include any schedules, annexures, addenda, or amendments hereto;
- 1.2. **“Association”** means the Four Seasons Homeowners Association;
- 1.3. **“Anticipated Services Completion Date”** means the date by which the Seller completes the Services, which is anticipated to be **31 March 2027** or as soon as possible thereafter;
- 1.4. **“Building Agreement”** means the agreement to be concluded by the Purchaser (as client) and the Contractor simultaneously with the Signature Date of this Agreement, whereby the Purchaser (as client) will appoint the Contractor to complete the construction of a residential dwelling at the Property for and on behalf of the Purchaser in accordance with specifications and at the price, contained in the Building Agreement;
- 1.5. **“Contractor”** means SEASONS 4 CONSTRUCTION PTY LTD, registration number 2026/116358/07;
- 1.6. **“Conveyancers”** means the Conveyancers appointed by the Seller, being, Abrahams Kiewitz Inc Cape situated at Penthouse, 6th Floor, Imperial Terraces, Carl Cronje Drive, Tyger Waterfront, Tygervally, Cape Town, 7530, contact number 021 914 4842 (kevin@ak.law.za), or such other conveyancers as may be appointed by the Seller in its sole discretion upon written notice to the Purchaser;

- 1.7. **“Development”** means the development of the Site, which is or will be known as Four Seasons Estate;
- 1.8. **“Local Authority”** means the Mossel Bay Municipality and any other relevant authority;
- 1.9. **“Local Authority Transfer Certificate”** means the certificate issued by the Mossel Bay Municipality in terms of its applicable planning and land use legislation confirming that the Property may be transferred;
- 1.10. **“Four Seasons Homeowners Association”** means the Four Seasons Estate Homeowners’ Association established in terms of the provisions of the Companies Act, No 71 of 2008 and the Mossel Bay Municipality Land Use Planning By-Law;
- 1.11. **“Mortgage loan”** means a loan in terms of clause 10 hereunder that must, if applicable be obtained by the Purchaser;
- 1.12. **“Plan”** means the general plan of the Site approved by the office of the Surveyor General as proposed subdivisional plan, which corresponds with the Site development plan approved by the Local Authority, and which general plan is annexed hereto and marked “A”);
- 1.13. **“Parties”** means the Seller and the Purchaser and **“Party”** shall mean either one of the Seller or the Purchaser.
- 1.14. **“Property”** means the property more fully described in item C of the Information Schedule forming part of this Agreement;
- 1.15. **“Purchaser”** means the person/s or entity/ies whose details appear in item B of the Information Schedule forming part of this Agreement;
- 1.16. **“Purchase Price”** means the VAT inclusive purchase price stipulated in item D of the Information Schedule forming part of this Agreement;
- 1.17. **“Signature Date”** means the date on which this Agreement is signed by the Party signing last in time;
- 1.18. **“Site”** means Erven 19765 Mossel Bay;
- 1.19. **“Seller”** means the person or entity whose details appear in item A of the Information Schedule forming part of this Agreement;

- 1.20. **"Services"** means the civil, electrical and other services which the Seller is required to install and complete in respect of the Site in accordance with the Local Authority's approval of the Development to enable the issue of the Local Authority Transfer Certificate;
- 1.21. **"Transfer"** means the act or registration of transfer of ownership of the Property into the name of the Purchaser;
- 1.22. **"Transfer Date"** means the date of Transfer, which shall be as soon as possible after the Anticipated Services Completion Date; and
- 1.23. **"VAT"** means Value Added Tax in terms of the Value Added Tax Act No. 89 of 1991, as amended;
- 1.24. Unless the context indicates otherwise, words in this Agreement importing any one gender shall include the other, and words importing the singular shall include the plural and vice versa.
- 1.25. The headnotes to the clauses in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.26. The provisions of the Information Schedule and Recordal and annexures to this Agreement shall be deemed to be incorporated in and form part of this Agreement.
- 1.27. *The Purchaser confirms that he has chosen English as the language of this Agreement.***
- 1.28. If any provision of this Agreement is in conflict or inconsistent with Law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions hereof.
- 1.29. Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.
- 1.30. When any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2. RECORDAL

- 2.1. It is recorded that:
- 2.1.1. the Seller is the registered owner of the Site on the date Transfer;

- 2.1.2. the Seller has registered and will develop the Site substantially in accordance with the approvals granted by the local authority in respect thereof;
- 2.1.3. the Plan has been studied by or on behalf of the Purchaser and the purchase declares that he is conversant therewith
- 2.1.4. the Purchaser wishes and has offered to acquire the Property from the Seller and the Seller is prepared to sell the Property to the Purchaser;
- 2.1.5. The Purchaser is aware that no separate title has been issued in respect of the Site or Property which will not be a separate registerable land entities until certain services have been installed.
- 2.1.6. This sale is further subject to the anticipated compliance by the Seller with the conditions imposed by the Local Authority and/or the Provincial Government when approving rezoning and subdivision of the Site and the installation of Services and compliance with the formalities in terms of the Environmental Conservation Act 73 of 1989 and other relevant legislation.
- 2.1.7. ***the Purchaser agrees that any delay in Transfer by the Seller due to the installation of Services, will not give rise to a claim for cancellation of this Agreement; except for on the grounds as set out in clause 18 hereunder and it will remain in full force and effect, notwithstanding any delay in Transfer.***
- 2.1.8. If the Property has been erroneously described herein, such mistake or error shall not be binding upon the parties but the correct description as intended by the Parties shall apply and they shall effect rectification of this contract accordingly.

3. SALE

The Seller sells to the Purchaser who purchases the Property from the Seller for the Purchase Price.

4. PURCHASE PRICE AND PAYMENT

- 4.1. The Purchase Price shall be paid to the Seller on the Transfer Date in accordance with the terms of this Agreement and shall be secured by way of:
 - 4.1.1. The Purchaser making payment of the deposit in the amount stipulated in item E of the Information Schedule to the Conveyancers' trust account, by way electronic funds transfer within 3 (three) days of the Signature Date.

- 4.1.2. the Purchaser furnishing the Conveyancers with an irrevocable guarantee/s issued by a recognised commercial bank or financial institution, for the balance of the Purchase Price (or by making a payment of the said balance to the Conveyancers' trust account by way of electronic funds transfer), by the date or time stipulated in item E of the Information Schedule provided that if the provisions of clause 10.1 are applicable, then the Purchaser shall furnish a guarantee/s as aforesaid, within **14 (fourteen)** days of request therefor by the Conveyancers, who shall not make any such request prior to the fulfilment or waiver, as the case may be, of the suspensive condition contained in clause 10.1.
- 4.2. Any guarantees issued in terms of this Agreement shall be drawn in favour of the Conveyancers, or as directed by the Conveyancers (on instruction of the Seller), and save for providing for payment against Transfer, shall be unconditional and shall be in terms acceptable to the Seller. The guarantee shall be issued by a registered South African Commercial Bank or other financial institution approved by the Seller in its absolute discretion for the payment of the balance of the Purchase Price. The Seller shall not be required to give any reason for any refusal of approval of the guarantee issued. Withdrawal by a guarantor as aforesaid for any reason whatsoever, shall constitute a breach by the Purchaser of his obligations to deliver a guarantee in terms of this clause 4 and in respect of which breach the Seller shall not be required to give notice in terms of clause 13. The remedies as provided for in clause 13 shall be applicable.
- 4.3. The Purchaser shall bear the cost of any guarantee/s issued or to be issued or (for any reason) re-issued, to secure the Purchase Price.
- 4.4. Any amounts made by the Purchaser to the Conveyancers on account of the Purchase Price shall be held in trust and invested in an interest-bearing account in terms of the provisions of Section 86(4) of the Legal Practice Act No. 28 of 2014 pending Transfer, for which investment this Agreement shall be sufficient authority by the Purchaser. All interest earned on monies so held shall accrue to the Purchaser. The deposit shall not be paid to the Seller until the Transfer Date, or until it shall become otherwise payable in terms of this Agreement.
- 4.5. The Purchaser hereby irrevocably authorises the Conveyancers to appropriate the interest accrued on monies invested in accordance with clause 4.4 in reduction of amounts that may be owing by the Purchaser in terms of this Agreement.

- 4.6. The Attorneys are hereby instructed to pay the Purchase Price held by them in trust on the Purchaser's behalf to the Seller on the Transfer Date (and into such bank account that the Seller may nominate in writing).
- 4.7. In the event that the rate at which VAT is charged is amended after the Signature Date, and it is required that the amended rate applies to this transaction, then the Purchase Price will be adjusted so that the Seller shall, on the Transfer Date, receive and retain the amount that would have been due to it after the payment of VAT, as if the VAT rate not been amended. If the amended rate results in an increase to the Total Purchase Price payable by the Purchaser in terms of this Agreement, then the Purchaser shall be required to make payment or furnish a guarantee for such additional amount, within **7 (seven)** days of request..
- 4.8. All payments to be made by the Purchaser in terms of this Agreement shall be made to the Conveyancers free of exchange and without deduction or set-off.

5. TRANSFER

- 5.1. Transfer shall be effected by the Conveyancers and will be passed as soon as possible after the date on which the Local Authority Transfer Certificate is issued.
- 5.2. The Purchaser will ensure that the financial institution which has approved its mortgage bond as referred to in clause 10.1 of this Agreement, instructs the Conveyancers or its nominee to attend to the registration of such mortgage bond insofar as the Conveyancers are able to receive such an instruction.
- 5.3. The Conveyancers are hereby irrevocably authorised by the Purchaser to sign all relevant documentation and declarations to enable them to obtain a transfer duty exemption required for Transfer, from the South African Revenue Services.
- 5.4. The Purchaser undertakes to sign all transfer and related documents that may be required by the Conveyancers to comply with their obligations in terms of the Financial Intelligence Centres Act or other legislation, within 10 (ten) days of being called upon to do so by the Conveyancers. Failure to comply with this provision shall constitute a material breach of this Agreement.
- 5.5. It is recorded that it will only be possible for the Seller to give transfer of the Property to the Purchaser after the Seller becomes the registered owner of the Site and once the Site is registered as a land unit separate from the Site (of which it is a portion) and provided (i) that all suspensive conditions contained in this Agreement have been fulfilled

and/or waived (as the case may be), (ii) that Local Authority Transfer Certificate has been issued, and (iii) the Purchaser has complied with all its obligations as set out in this Agreement and in the Building Agreement.

5.6. Force Majeure and Development Delays

Notwithstanding anything to the contrary contained in this Agreement, the Seller shall not be liable for any delay in fulfilling its obligations in terms of this Agreement, including but not limited to effecting Transfer, where such delay is caused directly or indirectly by any factor beyond the reasonable control of the Seller, including but not limited to:

- 5.6.1. delays in obtaining approvals or certificates from any local authority or statutory body;
- 5.6.2. delays in installation of municipal or utility services;
- 5.6.3. delays caused by Eskom, municipal service providers, or other utility providers;
- 5.6.4. shortages of materials, labour, or contractors;
- 5.6.5. adverse weather conditions;
- 5.6.6. force majeure events; or
- 5.6.7. any other cause beyond the Seller's reasonable control.

Any period of delay arising from the above causes shall automatically extend the Seller's obligations for a reasonable period.

6. COSTS OF TRANSFER

- 6.1. The Seller shall pay all the Conveyancer's fees and disbursements including VAT thereon, where applicable, as well as any statutory fees and disbursements of whatever nature, incurred in and ancillary to the preparation for and registration of Transfer, such as deeds' office fees, local authorities clearance fees, consent fees as may be required by the Association for Transfer, etc.
- 6.2. The Seller acknowledges that the Purchase Price is inclusive of the abovementioned fees, charges and disbursements but the Purchaser will be liable for any costs and fees associated with the registration of a mortgage bond.

7. POSSESSION AND RISK

- 7.1. In terms of the provisions of the Building Agreement (and to comply with its obligations thereunder), the Seller shall retain possession of the Property on the Transfer Date.

- 7.2. With effect from the Transfer Date all risk, benefits and profit or loss in the Property will pass to the Purchaser.
- 7.3. The Purchaser shall be liable for payment of all rates, taxes and other legal government levies or charges in respect of the Property calculated as from the Transfer Date and, if applicable, the Purchaser shall refund the Seller a proportionate share of such charges paid by the Seller in advance. If requested to do so, the Purchaser shall on demand pay to the Conveyancers an estimated pro rate portion of such rates etc. in advance to enable the said Conveyancers to pay such rates etc. before the Transfer Date.
- 7.4. The Seller is liable for payment of all bulk services levies and charges normally payable to any Local Authority in respect of the development of Property in terms of this Agreement read together with the Building Agreement.
- 7.5. The Seller is liable for the payment of all service connection fees to the Local Authority.

8. CONDITIONS OF TITLE AND VOETSTOOTS

- 8.1. The Property is sold subject to the title conditions as set out in the existing title deed of the Site and to such further conditions as may be imposed by the Local Authority at the time of approving the subdivision(s) of the Site.
- 8.2. The Property is sold voetstoorts and the Seller will not be entitled to any remuneration in respect of any minor excess and will not be liable for any minor shortfall in the extent of the Property which may become apparent in any re-survey thereof and the Purchaser shall accept the site as constructed voetstoorts on the completion date.
- 8.3. The Seller shall not be required to indicate the position of any of the beacons or pegs on the Property or any boundaries thereof other than those to be indicated by the land surveyor upon sub-division survey.
- 8.4. The Purchaser acknowledges that it may be necessary for the Seller to erect mini substations throughout the Development during the course of construction of residential dwellings within the Development and the installation of bulk services and Services. In the event that any such mini-substations should need to be erected upon the Property, the Purchaser consents to the erection thereof and consents to a servitude in respect thereof being registered over the Property in favour of the Local Authority and/or the Four Seasons Homeowners Association and/or the Four Seasons Homeowners Association (as the case may be) provided that the servitude area of such mini-substation to be erected shall not exceed 4m² (four square meters).

9. INTEREST

- 9.1. Any amounts due by the Purchaser to the Seller or the Conveyancers and not paid on the due date therefore in terms of this Agreement, will bear interest at the rate of four percentage points per annum above the prime interest rate of Absa Bank Limited, calculated on the outstanding amount from the date upon which the payment was due until date of final settlement.
- 9.2. In the event of Transfer being tendered by the Seller as described in clause 5 above, and the Purchaser not being able to take Transfer, interest will become payable as described in clause 9.1, calculated from the date upon which Transfer was tendered by the Seller, until the Transfer Date.

10. SUSPENSIVE CONDITIONS

10.1. Mortgage Bond

- 10.1.1. In the event of it being indicated in Item F of the Information Schedule that a mortgage bond is required and provided that the amount of the mortgage bond has been completed at Item F, then this Agreement shall be subject to the Purchaser being granted a mortgage loan by a recognized financial institution, upon its usual terms and conditions in the amount referred to Item F of the Information Schedule (or such lesser amount accepted by the Purchaser), by no later than the date specified in Item F of the Information Schedule, upon the security of a mortgage bond to be registered over the Property at such rates of interest and on such conditions as are stipulated by the relevant financial institution, provided that if the loan is granted subject to the Purchaser selling any immovable property or cancelling any existing mortgage bond (except when Item I of the Information Schedule is applicable) or repaying any existing debt or loan, the suspensive condition will not be fulfilled. This suspensive condition shall be deemed to be fulfilled:
- 10.1.1.1. on the date that the Purchaser obtains a quotation and/or pre-agreement statement from any bank or recognized financial institution in terms of which such bank or institution offers a loan to the Purchaser in an amount of not less than the amount referred to above and, even if such loan is approved subject to the Purchaser's spouse (or any of the directors and/or shareholders and/or members and/or trustees of the Purchaser, as the case may be) interposing itself as surety for and co-principal debtor in solidum with the Purchaser of the fulfilment of all the Purchaser's obligations under the loan; and/or
- 10.1.1.2. even if such loan is offered as a conditional approval by a bank or financial institution whether in the form of a grant quotation or as an offer issued in respect

of a mortgage loan or as a conditional offer preceding a quotation or otherwise. It is recorded that some banks issue offers which are not official quotations in terms of the provisions of the National Credit Act as amended and/or replaced from time to time (hereafter the “**NCA**”) in order to indicate to a purchaser that they would be willing to provide an official quotation in terms of the NCA to such purchaser and in respect of such specific property. In light of the same it is specifically agreed that the suspensive condition stipulated in clause 10.1.1 will be deemed to be fulfilled in the event that a bank or financial institution issues a document which reflects the name of the Purchaser, the Property, a mortgage loan amount which is equal to or greater than the amount set out above and the rate of interest and such other information which would usually reflect on a quotation issued under provisions of the NCA.

10.1.2. Upon the Purchaser accepting a quotation and/or pre-agreement statement from a bank or other recognized financial institution for the grant of a loan in a lesser amount than the amount stipulated Item F of the Information Schedule (which acceptance shall for the avoidance of doubt will constitute fulfilment of this suspensive condition (clause 10.1.1), the Purchaser shall deliver to the Conveyancers a guarantee for (or make payment of) the difference between initially required amount (stipulated in Item F of the Information Schedule) and the lesser amount accepted, within 14 (fourteen) days of the loan or offer being accepted by the Purchaser.

10.1.3. Failure on the part of:

10.1.3.1. the Purchaser to sign any application for a bond or any other document/s necessary to procure the granting of such loan or registration of such bond, or to furnish relevant information or documentation or to pay the costs of or incidental to registration of any bond or to properly and timeously take all steps reasonably necessary to procure the loan and to comply with the requirements of the financial institution; or

10.1.3.2. any person nominated to sign a deed or deeds of suretyship as contemplated above to sign such deed of suretyship or to furnish relevant information upon demand by the Seller, the Conveyancers or any prospective bondholder;

shall constitute a breach of this Agreement by the Purchaser within the meaning of clause 13 or alternatively shall, at the option of the Seller, entitle the Seller to regard the condition contained in clause 10.1.1 as having been duly fulfilled.

10.1.4. *The Purchaser warrants that he has no reason to believe that he will not successfully obtain a mortgage loan for the financing of the balance of the Purchase Price, in the event that he requires same. Should the Purchaser's bond application be declined, the Purchaser will be reimbursed with his / her deposit as well as the interest accrued thereupon.*

10.2. Building Agreement

10.2.1. This Agreement is subject to the Purchaser and the Contractor concluding the Building Agreement simultaneously with this Agreement; and

10.2.2. the Building Agreement becoming unconditional in accordance with its terms (to the express exclusion of any provision therein stipulating that the Building Agreement is conditional upon this Agreement becoming unconditional in accordance with its terms).

10.3. General Provisions relating to suspensive conditions

10.3.1. If any of the suspensive conditions contained in this clause 10 are not timeously fulfilled then it is specifically agreed that this Agreement will not lapse, but that the Seller, in its sole discretion, may elect to extend the time for the fulfilment of any suspensive condition contained herein for a period not exceeding 60 (sixty) days, provided that the Seller shall be obliged to give the Purchaser written notice (hereafter an "**Extension Notice**") of its decision to extend the period (for the fulfilment of a suspensive condition), no later than 7 (seven) business days after the expiry of the initial period stated in this Agreement for the fulfilment thereof, failing which the Seller will be deemed to have forfeited its right to extend the aforesaid initial period and this Agreement shall, retrospective the date on which the suspensive condition was to be fulfilled (but failed), lapse and be of no force and effect.

10.3.2. If the Seller has issued an Extension Notice, then the suspensive condition extended in terms thereof shall be fulfilled by the date or time period stipulated therein, unless further extended by agreement between the Parties in writing prior to the expiry of the date or time period stipulated in the Extension Notice, failing which this Agreement shall lapse and be of no force and effect.

10.3.3. *Should this agreement be of no force and effect due to the non-fulfilment of any one or more suspensive conditions contained in this clause 10, the Seller shall cause all monies paid by the Purchaser on account of the Purchase Price together with accrued interest thereon to be refunded (to the Purchaser), whereupon the Seller and the Purchaser reciprocally acknowledge that they shall have no further claim, the one against the other, arising from this Agreement.*

10.4. The Seller shall be entitled, at its sole discretion, to nominate or substitute the Contractor at

any time, provided the substitute contractor is suitably qualified.

11. RESOLUTIVE CONDITION

- 11.1. In the event that the Electricity Supply Commission (“ESCOM”) or the Mossel Bay municipality, as the case may be, has not provided the supply of electricity required to energise the Development by **31 March 2027**, then this Agreement shall automatically terminate, and the Parties shall be restored to the position they had been in prior to the conclusion of this Agreement.

12. ARBITRATION

- 12.1. If any dispute arises between the Seller or Purchaser and the Estate Agent listed in Item H of the Information Schedule relating to payment of the commission, such dispute must be submitted to the Property Practitioners Regulatory Authority (the “PPRA”) for decision.
- 12.2. If any dispute arises between the Seller and another estate agent (*the “other estate agent”*) relating to payment of commission, the Seller: -
- 12.2.1. must without delay notify the Estate Agent in writing of such dispute; and
- 12.2.2. may, notwithstanding the provisions of clause 15, withhold payment of the commission to the Estate Agent, provided the Seller, the Estate Agent and the other estate agent, within 14 (fourteen) days after receipt by the Estate Agent of the written notification referred to in clause 12.2.1 above, conclude a tripartite arbitration agreement, for submission to and determination by the PPRA..
- 12.3. This clause will apply even if the validity of the remainder of this Agreement (or any other clause) is in dispute.

13. DEFAULT

- 13.1. If a Party commits a breach of this Agreement and/or fails to comply with any of the provisions hereof, then the other party (the “**aggrieved party**”) shall be entitled to give that party (the “**defaulting party**”) no less than 7 (seven) days’ notice in writing to remedy such breach and/or failure and if the defaulting party fails to comply with such notice, then the aggrieved party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which the aggrieved party may have in law, including the rights to claim damages, to cancel this Agreement or to claim immediate performance and/or payment of all the defaulting party’s obligations in terms hereof.

- 13.2. In the event that the defaulting party is the Purchaser and the Seller elects to cancel the Agreement then the Seller will be entitled, but not obliged, to retain all amounts paid by the Purchaser as a genuine pre-estimate of damage suffered by the Seller.
- 13.3. If any time prior to the Transfer Date this Agreement terminates as a result of the cancellation of the Building Agreement, such event (i.e. the cancellation of the Building contract) shall be deemed to constitute a material breach of this Agreement by the Purchaser, which shall cause this Agreement to be automatically cancelled by the Seller without the need for any notice as contemplated in clause 13.1 or other action, and the provisions of clause 13.2 shall apply mutatis mutandis to such cancellation.

14. NOTICES

- 14.1. The Parties choose the addresses set out Item A (Seller) and Item B (Purchaser) of the Information Schedule o as their respective *domicilia citandi et executandi* (domicile of notices, summons and execution) for all purposes arising hereout and as their respective addresses for the service of any notices required to be served upon them hereunder it being agreed that any written notice sent care of the Conveyancers and addressed by either the Seller or the Purchaser to the other of them (or sent by the Conveyancers to the Purchaser for and on behalf of the Seller), shall constitute service in terms of this clause 14.
- 14.2. Any notice or communication required or permitted in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give such notice by e-mail, sms (small text message on mobile numbers) or by means of the whatsapp cross-platform instant message application for smart phones).
- 14.3. Either Party may by notice to the other change their physical address chosen as its/his/her domicilium, or may advise an e-mail address, mobile number for sms or whatsapp, or change the e-mail address or mobile number provided that such change(s) shall only become effective on the fourth business day after the date of receipt, or deemed date of receipt, of such notice by the addressee.
- 14.4. Any notice to a party shall-
- 14.4.1. If sent by pre-paid registered post, shall be deemed to have been received on the sixth business day after posting.
- 14.4.2. If delivered by hand, shall be deemed to have been received on the day of delivery or on the next business day if the day of delivery is not a business day.

14.4.3. If sent by e-mail, sms or whatsapp shall be deemed to have been received on the date of dispatch or on the next business day if the time of dispatch is not on a business day unless the contrary shall otherwise be proved.

14.5. Notwithstanding anything to the contrary herein contained, any written notice or communication actually received by a Party to this Agreement shall be an adequate written notice or communication to it/him/her notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi* (domicile of notices, summons and execution) or transmitted to such party's e-mail address or mobile number as stipulated herein.

15. COMMISSION

15.1. Both the Listing Agent and the Selling Agent referred to item G and H of the Information Schedule are entitled to earn commission as agreed between the Listing Agent, the Selling Agent and the Seller. The Purchaser warrants that it was not introduced to the Property, or this Agreement, by any agent other than the aforesaid List Agent and Selling Agent. The Purchaser accordingly indemnifies the Seller and holds it harmless against all costs, charges, claims, demands, expenses, loss and damage which may be made against/suffered by the Seller arising out of a breach of any of the foregoing warranty.

15.2. In the event of this Agreement being cancelled as a consequence of a breach on the part of the Purchaser, the Purchaser shall be liable for any sales commission due by the Seller to the agent who introduced the Property to the Purchaser.

16. MULTIPLE PURCHASERS, TRUSTEES OF LEGAL ENTITIES TO BE FORMED, NOMINATIONS, SURETYSHIPS AND AUTHORITY

16.1. If more than one Purchaser is a party to this agreement, then such Purchasers shall jointly, severally and *in solidum* (joint and several) be liable for the due performance of their respective obligations in terms of this agreement and the parties hereby renounce all benefits arising from the legal exemptions *de duobus vel pluribus, reis debendi*. (the debtor from whom the full amount is claimed cannot avail himself of the benefit that he is only liable for his share and thereby avoid having to pay the full debt)

16.2. If the Purchaser nominates another person and the person thus nominated does not accept the nomination or accepts the nomination but fails to perform timeously in terms of this

Agreement, then the Purchaser shall in his personal capacity be liable for the due fulfilment of all the obligations of such party in terms of this contract.

- 16.3. If the Purchaser is acting for or as a nominee of as a Trustee for a Company, Close Corporation to be formed, or in any other representative capacity, then the Purchaser shall be personally liable as Purchaser in terms of this Agreement unless the said Company/Close Corporation is formed and in addition adopts, ratifies and confirms the terms of this Agreement, within 30 (thirty) days after being required to do so by the Conveyancers. If the said Company/Close Corporation so formed adopts the nomination and ratifies and confirms all the terms of this Agreement then the Purchaser by his signature hereto binds himself to the Seller as Surety and co-principal debtor *in solidum* (joint and several) with the said Company/Close Corporation under renunciation of the benefits or excussion, division and cession of action for the due performance by the said Company/Close Corporation of its obligation in terms hereof.
- 16.4. In the event of a registered Company/Close Corporation or the Trustees of a Trust being the Purchaser of the Property, the signature on behalf of such Company/Close Corporation or the Trust, by virtue of his signature hereto, binds himself as surety 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.
- 16.5. In the event that this Agreement is signed by a signatory on behalf of the Purchaser in a representative capacity, that is on behalf of another natural person, a company, close corporation or trust (whether already formed or to be formed) or if nominated in terms hereof as the case may be, then the said signatory hereby warrants that it is duly authorised to sign this Agreement on behalf of the other natural person, company, close corporation or trust

17. OFFER AND ACCEPTANCE

- 17.1. If this Agreement is signed by the Purchaser only, then this document constitutes an irrevocable offer to the Seller (the “**offer**”), which must be accepted within 30 (thirty) days from date of signature by the Purchaser, failing which the Purchaser shall be deemed to have withdrawn the offer and the offer will no longer be open for acceptance by the Seller.

18. RIGHT TO TERMINATE AGREEMENT

- 18.1. In the event of this agreement being subject to Section 29 (A) of the Alienation of Land Act 68 of 1981, the attention of the Purchaser is drawn to his right as therein prescribed to revoke, alternatively terminate, as the case may be, this agreement, within 5 (five) days, excluding Saturdays, Sundays and Public Holidays of the date of signature hereto, written notice of termination shall be delivered to the Agent of the Seller within the stated period. Neither party will incur any liability to the other party or the agent in the event that this offer or deed is so revoked or terminated.
- 18.2. In the event that it is impossible for the Seller to pass transfer of the property to the Purchaser within a period of 12 (twelve) calendar months reckoned from the first day of the month following the month in which the Signature Date occurs, due to non- fulfilment of the condition stipulated in clause 2.1.6 (which this Agreement is conditional upon) or as a result of the Seller not receiving a the Local Authority Transfer Certificate or a Rates Clearance Certificate or any other consent and / or documentation from the Local Authority, or any consent, from any other person, whosoever, necessary in the discretion of the Seller and / or Local Authority, to enable the Seller to pass Transfer to the Purchaser, then the Seller shall be entitled by not obliged, to may cancel this Agreement on written notice to the Purchaser to be given no later than the last day of the calendar month that follows 12th (twelfth) calendar month mentioned herein, failing which the provisions of this Agreement will remain binding upon the Parties (and be subject only to the fulfilment of the condition contained in clause 2.1.6 if not yet fulfilled at that time).
- 18.3. The provisions of clause 10.3.3 shall mutatis mutandis apply if this Agreement is cancelled by the Seller in accordance with the provisions of in clause 18.2 above.

19. BUILDING OPERATIONS, PHASING AND LAY-OUTS

- 19.1. ***The Purchaser acknowledged that the development is not fully developed yet and that building operations will take place upon, adjacent or neighbouring subdivisions or stands and that the said building operations may cause the Purchaser certain inconvenience. The Purchaser agrees that he shall have no claim either against the Seller or against the building arising out of such building operations.***

- 19.2. ***The Purchaser acknowledges that the Development may take place in phases and that the Seller reserves the right to change and amend in his sole discretion the layout and phasing of the development from time to time.***

20. THE ASSOCIATION

- 20.1. ***To regulate, control and manage the common interests of the owners of properties located and developed within the Four Seasons Estate established in respect of Erven 19765, Mossel Bay (or portions thereof) of which the Site forms part, the Purchaseracknowledges:***
- 20.1.1. ***that all propertieswithin the Four Seasons Estate (including the Property) will form part of and be governed by the provisions of constitution of the Four Seasons Homeowners Association;***
- 20.2. On the Transfer Date the Purchaser will become a member of the Association and be bound by its constitutions. ***The Purchaser specifically acknowledges that he will be liable for the payment of levies plus VAT thereon due to the Association from the Transfer Date.***
- 20.3. ***The Purchaser acknowledges that he has acquainted himself with the provisions of the Association' constitutions and the management regulations issued thereunder, and hereby undertakes and agrees to be bound by the constitutions and management regulations of the Association for as long as he is the registered owner of the Property.***
- 20.4. ***The Purchaser acknowledges that upon the Transfer Date he shall automatically become a member of the Four Seasons Homeowners Association and that he shall remain a member of the Association for as long as he is the registered owner of the Property.***
- 20.5. The Seller shall be entitled to procure that, in addition to other conditions of title and/or subdivision referred to herein, the following conditions of title inter alia be inserted in the Deed of Transfer in terms of which the Purchaser takes title to the Property:
- 20.5.1. The transferee shall, upon registration of the Property in its name, ipso facto become a member of the Four Seasons Homeowners Association and remain so while owning the Property. The Property may not be transferred without a clearance certificate issued by the Four Seasons Homeowners Association confirming that all amounts due have been paid.

20.5.2. The Purchaser and its successors in title or assigns shall not be entitled to transfer the Property without a clearance certificate from the Four Seasons Homeowners Association certifying that all amounts owing by the registered owner to the aforesaid Association have been paid.

20.6. In the event of the Registrar of Deeds requiring the amendment of the conditions in paragraph 20.5 above in any manner in order to affect registration of same, the Purchaser hereby agrees to such amendment.

20.7. *The Purchaser hereby acknowledges that he has received and read a copy of the constitutions and management regulations of the Association.*

21. SHORT TERM RENTAL / “AIR BNB”

21.1. Notwithstanding anything to the contrary that may be contained in the constitutional documentation of the Association, whether as at the Signature Date or thereafter, it is the Seller’s intention to support short term rentals (whether privately or via platforms such as Airbnb) at the Development.

21.2. **The Purchaser acknowledges that the Seller cannot provide any undertaking in favour of the Purchaser that provisions contained in the Association’ constitutions and /or rules which permit short term rental of properties in the Development by members will not in the future (i) be amended by resolution of the members or (ii) be prohibited in terms of the Local Authority’s by-laws or any other applicable legislation.**

21.3. For so long as the Seller is the owner of erven in the Development, the it undertakes in favour of the Purchaser to vote in favour of any resolution proposed by the members of the Association to change the constitution and/or rules of either one or both Association to allow for short term letting of properties within the Development, and not to support any resolution by the members which prohibits short term letting of properties within the Development, provided that short term rentals are not prohibited in terms of the Local Authority’s by-laws or any other legislation.

- 21.4. **The Purchaser hereby confirms that it is in support of the provisions of the constitution of the Association which it acknowledges that it has or will be amended retroactively from 01 October 2024 to contain the following provisions, which the Purchaser agrees and acknowledges to be binding upon it:**

“It is hereby expressly recorded that owners of an erf, situated within the Four Seasons Estate Homeowners Association, shall be entitled to lease their respective properties for the purposes of short term rentals and/or be permitted to conduct business on their respective properties for “Air BnB” purposes only, which rentals and business as aforementioned, shall be subject to the Constitution and Rules and any amendments thereto.”

“Furthermore to the abovementioned, the owner(s) hereby agree that they shall abide and be bound by the rules of governance pertaining to the rules, guarantees and indemnities as contained in the rules for short term rentals and “Air BnB’s”, which document shall be signed by each respective owner(s) before permission shall be granted by the trustees to proceed with short term rentals and or the conducting an “Air BnB” on each respective erf.”

22. SALE OF PURCHASER’S PROPERTY

- 22.1. If it is indicated in item I of the Information Schedule that this Agreement is subject to the sale of the Purchaser’s property, then this Agreement is subject to such sale (of the Purchaser’ property) on the conditions contained in the said item I. The Seller may extend the relevant period stipulated in item I for the fulfilment of this condition in the Seller’s sole discretion, on request by the Purchaser.
- 22.2. The provisions of clause 10.3.3 shall mutatis mutandis apply to the lapse of this Agreement due to the failure of this condition (Sale of Purchaser’s Property).

23. 96 HOUR CLAUSE

- 23.1. Should the Seller, receive another offer to purchase the Property with no suspensive conditions or condition which in the Seller’s discretion are less onerous than the conditions contained in this Agreement, then the Seller may give the Purchaser written notice (the “**96 Hour Notice**”) to waive the suspensive conditions contained in this Agreement as the Seller may require or prove that the applicable suspensive conditions contained herein (which the Seller requires the Purchaser to waive), have been fulfilled, thereby binding the

Purchaser unconditionally to the Agreement, by no later than 12 midnight on the 4th (fourth) day reckoned from the date of the 96 Hour Notice failing which, this Agreement will lapse and be of no further force or effect.

24. DIRECT MARKETING COOLING OFF RIGHT

- 24.1. In terms of section 16 of the CPA, if this sale has resulted from direct marketing by the Seller or its agents the Purchaser has the right to cancel this agreement without reason or penalty by written notice within 5 (five) business days after the Signature Date, or within 5 (five) business days after delivery of the Property.
- 24.2. The Seller is unable to accept the risk of cancellation without reason within 5 (five) business days of delivery as the Seller could in the interim have sold the Property to someone who was not so affected. In addition, if the transaction is cancelled after delivery to the Purchaser the Seller will be left to carry the holding costs of the Property for an uncertain period whilst looking for a replacement Purchaser. This has the potential to create substantial losses for the Seller.
- 24.3. The Seller is therefore not prepared to enter into this Agreement with any purchaser if the transaction has resulted from direct marketing.
- 24.4. *The Purchaser therefore warrants that this transaction has not resulted from direct marketing, and the Seller concludes this transaction relying entirely upon such a warranty.***
- 24.5. *If after delivery, the Purchaser is successful in cancelling this agreement by relying upon the right of cancellation flowing from the direct marketing provisions of the CPA, the Purchaser shall be liable for the damages suffered by the Seller as a result thereof directly because of the Purchaser's breach of warranty.***

25. GENERAL

- 25.1. The Parties acknowledge that this Agreement represents the entire Agreement between them and that no other conditions, stipulations, warranties and/or representations whatsoever express or implied have been made by either Party or their agents other than as set forth in this Agreement.
- 25.2. No variation of this Agreement shall affect the terms hereof unless such variation shall be reduced to writing under the hands of the Parties hereto.

- 25.3. No extension of time or indulgence granted by either Party to the other shall be deemed in any way to affect, prejudice or derogate from the rights of such party in respect of this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a novation of this Agreement.
- 25.4. The parties hereby consent in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28(1) of the said Magistrate's Court in any action or court procedure instituted by the Seller arising out of this Agreement.
- 25.5. Notwithstanding the above, the Seller shall be entitled to institute any action or court procedure against the Purchaser arising out of this Agreement in any court having jurisdiction.
- 25.6. In the event of legal action being instituted by the Seller against the Purchaser in pursuance of this Agreement, the Purchaser will be liable for all the legal costs incurred by the Seller calculated on an attorney-and-own client-scale.
- 25.7. The Purchaser may only sell the property prior to the Transfer Date with the written consent of the Seller.
- 25.8. Should the Purchaser dispose of the Property, before taking transfer thereof, to a third party with the consent in clause 25.7above then that transaction must be registered simultaneously with the Transfer to the Purchaser, and the Purchaser hereby undertakes to also appoint the Conveyancers to attend to such transfer (to the third party), in order to eliminate the possibility of any delays in the registration process. The instruction of the Conveyancers shall be a condition of the Seller's consent obtained in clause 25.7above.
- 25.9. Should any provision of this Agreement be held to be unenforceable, illegal or invalid for any reason whatsoever, such provision shall in the first instance be construed and interpreted to the minimum extent necessary so as to comply with the relevant legislation or law. Should such interpretation not be possible, then such provision shall be treated as *pro non scripto* and will be separate and severable from the remaining provisions of this Agreement which shall continue to be of full force and effect, and his Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein. In such event, this Agreement shall be carried out as nearly as possible according to its original terms and intent, and the Parties further agree to substitute for such invalid

provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

25.10. *The Purchaser acknowledges that all artistic, architectural, photographic and in any way visual presentation material including but not limited to models, brochures and pamphlets, used by the Seller or its agents in the marketing and selling of the Property hereby purchased and sold, have been prepared and distributed as advertising material only and that the Seller shall in no way be bound and the Purchaser shall have no claim in respect of any information stated therein or impression conveyed thereby and that no representation is thereby made by the Seller and that the parties shall be bound by the terms contained in this Agreement only.*

25.11. In terms of the National Environmental Management: Biodiversity Act 10/2004 Alien and Invasive Species Regulations, 2014. The Seller declares that to the best of his knowledge there are no Invasive Alien Species, as per the National register of alien and listed invasive species, present on the property.

SIGNED at on20.....

Purchaser

Purchaser

SIGNED at on20.....

duly authorised signatory for and on behalf of the Seller

IMPORTANT ACKNOWLEDGEMENT

The Purchaser is once again alerted to the fact that by signing this agreement the Purchaser will, on signature by the Seller, be contractually bound to an agreement with the Seller. The Purchaser should therefore not sign this agreement until the Purchaser has carefully considered the merits of the agreement and allowed enough time for consideration thereof. As already mentioned on the first page of this agreement the Purchaser must ask for an explanation for any portion of this agreement which the Purchaser does not understand and preferably get the explanation in writing. The portions of the agreement that are in bold print are especially important.

I/we confirm that I/we have read understood the abovementioned paragraph

PURCHASER

1. _____

2. _____

S. G. No. 1912/2025

APPROVED
[Signature]
for SURVEYOR-GENERAL
DATE: 02-10-2025

Sheet 2 of 2 Sheets

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DOI 10.1002/jnbb.20055

(MOSSEL BAY ALLOTMENT AREA)

GENERAL PLAN No. 1912/2025

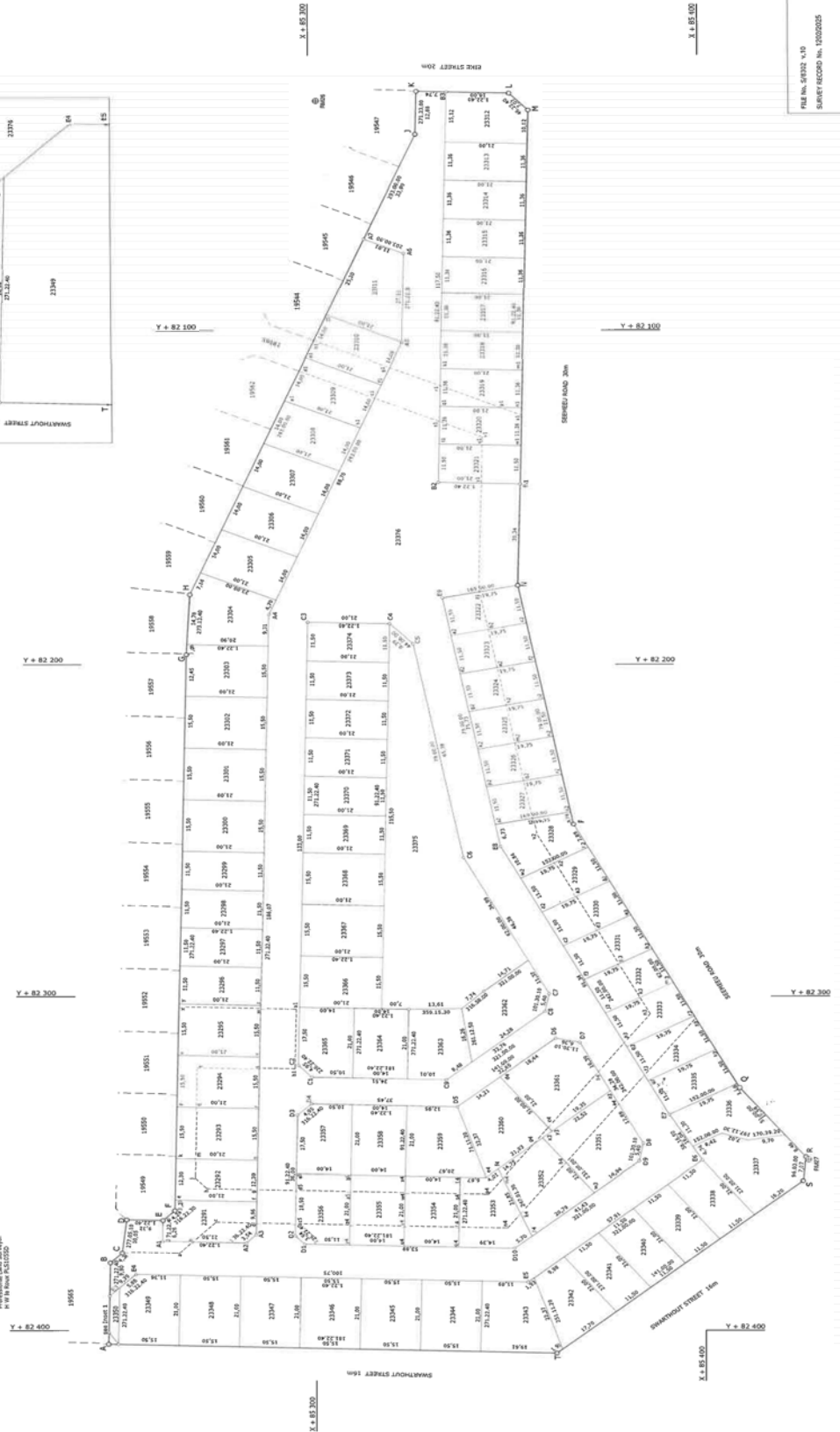
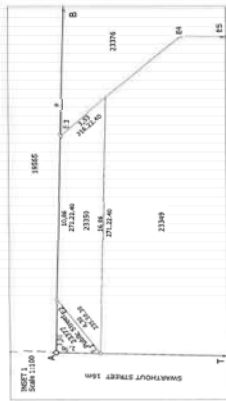
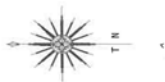
OF SUBDIVISIONS OF ERF 19765 MOSSEL BAY
SITUATE IN THE MUNICIPALITY AND
ADMINISTRATIVE DISTRICT OF MOSSEL BAY,
PROVINCE OF THE WESTERN CAPE

Scale 1:400

Survived in February 2017 - April 2022 by me

20

CDR



FILE NO. S/9302 %10
SURVEY RECORD NO. 12002025
COMPLATION: ALNF-43 (M082)
ALNF-4344 (M1004)
LPI C05-0007

ANNEXURE B:

Recordal of Additional Representations

In terms of the Consumer Protection Act 68 of 2008

Signed at _____ on _____ 20__

AS WITNESSES:

1. _____
Purchaser

2. _____
Purchaser