

Memorandum of Agreement

Made and entered into by and between

Platinum High Tech Park Development Proprietary Limited

Registration No : 2002/026663/07

(hereinafter referred to as the Seller)

and

(hereinafter referred to as the Purchaser/s)

BE IT HEREBY MADE KNOWN:**1. RECORDAL**

The Seller hereby sells to the Purchaser who hereby purchases the following Erf as depicted in the general plan as **ERF _____ of Klerksoord Extension 30 Township**, Registration Division J.R., The Province of Gauteng, **In Extent _____** square meters, not yet verified, (hereinafter referred to as the property) on the following terms and conditions:-

2. PURCHASE PRICE

- 2.1 The purchase price is the sum of R_____ (_____ THOUSAND RAND) (vat included) payable in cash on the date of registration of transfer of the property into the name of the Purchaser, which payment shall be secured as follows:-
- 2.2 Purchaser shall on date of signing hereof pay a deposit of R_____ (_____) in trust pending registration of transfer to the Seller's Attorneys, Barnard's Incorporated, who shall invest the said amount in an interest bearing trust account with a financial institution. The whole capital amount shall be paid out to the Seller and the interest accrued shall be paid out to the Purchaser within 48 (forty eight) hours from the date that the said property is registered in the Purchaser's name.
- 2.3 In the event of the deposit being re-imbursed to the Purchaser, for whatever reason, the Purchaser, by his signature to this offer, agrees to pay an administrative fee of R5 000.00 (five thousand rand). The aforementioned attorneys are hereby authorised to subtract this amount from the deposit.
- 2.4 Purchaser shall furnish the Seller within 21 (twenty one) days as from date of approval of the hereinafter mentioned loan, with acceptable bank guarantees from a financial institution, approved by the Seller, for the balance of the purchase price, payable free of exchange, on date of registration of transfer of the property into the name of the Purchaser
- 2.5 It is recorded that the Purchaser is aware that the land is in the process of proclamation
- 2.6 This agreement is an indivisible agreement to the Development agreement attached and signed "A" with Developer _____; the Seller is hereby indemnified from any contractual relationship or dispute between the Purchaser and the Developer
- 2.7 The Seller is only selling the property as per the recordal.

3. OCCUPATION

Possession and vacant occupation of the property shall be given by the Seller to the Purchaser and taken by the Purchaser on date of registration of the property into his name, from which date the risk and loss shall pass to the Purchaser and from which date the Purchaser shall be liable for payment of all rates, taxes, levies and charges payable in respect of the property.

4. CONDITIONS & SERVITUDES

- 4.1 The property is sold voetstoots as it stands and the Purchaser acknowledges that he has inspected it and is aware of its condition. No guarantee or warranty, express or implied has been given whatsoever relating to the property and the sale is subject to the conditions of the establishment of the said township. If upon a re-survey the area of the erf is found not to correspond with that set out in this contract, the Seller shall not be liable for any deficit or claim compensation for any surplus. This sale is subject to all conditions and servitudes contained in or referred to in the Title Deed, to all limitations of use laid down by statutory authority and to all conditions of any applicable town planning scheme. Purchaser shall be obliged to comply at Purchaser's own cost strictly and punctually with all acts, ordinances, regulations, laws and by-laws and other enactments which may apply, to the property or may hereinafter be made applicable. Purchaser acknowledged that he is fully acquainted with the aforesaid conditions, servitudes, limitations, acts, ordinances, regulations, laws, by-laws and other enactments.
- 4.2 The Seller shall not be liable to indicate the boundaries of the property, nor liable for any damage resulting from an incorrect indication.
- 4.3 Purchaser acknowledges that he is aware that the sale of the property will be subject to any servitudes and conditions contained in the approved conditions of establishment of the said township and/or as shown on the General Plan of the township.
- 4.4 The Purchaser acknowledges that he/she is aware that as at date of signature the Township is not yet approved and the agreement is subject to proclamation of the Township.
- 4.5 The Purchaser further acknowledges that this offer is accepted by the Seller prior by subject to proclamation, a binding agreement of sale of the property will on date of proclamation or within 3 days thereof (the effective date) be constituted and recorded with the signature by the Conveyancer on the agreement.
- 4.6 The Seller will notify the Purchaser in writing to his domicile chosen in 11.2 on the effective date that the agreement formalized on the terms and conditions as set out hereunder.

5. TRANSFER FEES

- 5.1 The Seller shall be liable to pay the transfer fee to Barnard's Incorporated for attending to the transfer of the property into the Purchaser's name;
- 5.2 The Purchaser shall be liable and on demand pay:-
 - 5.2.1 The bond costs to Barnard's Inc, attending to the registration of the bond;
 - 5.2.2 The inspection fees, valuation fees and revenue stamps on securities of the Bank/Financial Institution;
 - 5.2.3 All other costs of and incidental to the transfer of the property, if any.

6. RELAXATION

No indulgence which the Seller, or anyone acting on the Seller's behalf, may show the Purchaser and more particularly no leniency or extension of time granted by the Seller or anyone on the Seller's behalf, expressly or impliedly, for any payment by the Purchaser of any amount under this agreement or for the performance by him of any other obligation in terms of this Agreement, shall in any way prejudice the Seller's rights under this agreement or be construed as a novation or waiver of the Seller's rights. No alterations or additions to this agreement shall be of any force and effect whatsoever unless the same be endorsed hereon and signed by all the parties hereto.

7. WHOLE AGREEMENT

It is recorded that this Agreement constitutes the entire contract between the parties and the Seller, or anyone seemingly acting on the Seller's behalf, save insofar as herein contained, did not make any prior statements or representations, nor gave any guarantees or warranties, either verbally or in writing, or said or suggested anything, or failed to speak, which influenced the Purchaser or induced the Purchaser to enter into this Agreement, and that this agreement was entered into by the Purchaser out of his own free will after having satisfied himself fully of the implications of this Agreement and any circumstances or matter that may be relevant.

8. SIGNING OF TRANSFER & BOND DOCUMENTS

The Purchaser shall upon demand by the Barnard's Inc, sign all the transfer and bond documents (if applicable) in connection with the transfer of the property into his name. Transfer of the property into the name of the Purchaser and registration of the bond shall be attended to by Barnard's Incorporated.

9. BREACH

- 9.1 If the Purchaser fails to comply punctually with any of his obligations in terms of this agreement, the Seller shall be entitled after notice as set out hereunder, to claim specific performance from the Purchaser, or in the alternative, cancel the agreement by giving the Purchaser written notice thereof, which cancellation shall be effective from the date on which it is posted.
- 9.2 In the event of cancellation for whatever reason, the Purchaser shall forfeit to the Seller all moneys paid in terms of this agreement, including any amount paid to the transferring Attorneys or other instance in trust, or invested as security for the purchase price, as rouskoop or liquidated damages without prejudice to his rights to claim further damages.
- 9.3 Alternatively, the Seller shall be entitled to claim damage from the Purchaser instead of the abovementioned liquidated damages.
- 9.4 Seller's claim for specific performance shall not prejudice his claim against the Purchaser for damages.
- 9.5 The Seller shall not be entitled to exercise his rights in terms of the aforementioned clauses, unless 7 (seven) days have lapsed after posting of a written notice by the Seller to the Purchaser to remedy such breach, and the Purchaser remained in default.

10. COMMISSION

The Developer shall pay the estate agent's commission in terms of the marketing mandate between the Developer and the estate agent.

11. DOMICILIUM CITANDI ET EXECUTANDI

- 11.1 The parties choose the following addresses as their respective domicilium citandi et executandi, where they shall receive notices in terms of this agreement:-

- 11.2 **Purchaser :** _____

Tel No: _____
Email: _____

- 11.2 **Seller:** c/o Barnard's Inc
 Unit 3 Glen Eagle Office Park
 37 Koorsboom Avenue
 Glen Marais, Kempton Park
 Tel No : (011) 975-2667
 Email: zunay@barnardsinc.co.za

12. CONDITIONS PRECEDENT

- 12.1 This agreement is subject to the:-
 12.2 Purchaser obtaining a minimum loan of R_____ at a Bank, or other financial institution within 21 (twenty one) days from signature hereof by the Purchaser. If the said loan is not granted within the said period, either the Seller or the Purchaser shall be entitled, but not obliged, to cancel this agreement and give written notice to the other party to this effect;
 12.3 The Seller obtaining a development bond with a financial institution;
 12.4 The successful rezoning and establishment of the land by the Seller;
 12.5 The Purchaser entering into a building agreement with the Developer attached hereto as Annexure "A" for the erection of a dwelling on the said erf by the contractor in terms of the building agreement.

13 APPROVAL OF BUILDING PLANS

- 13.1. The Purchaser is aware that there are standard building criteria, and acknowledges having been made aware of these, and agrees irrevocably that its building plans must accord with such criteria.
 13.2 Without derogating from the Purchaser's obligations to any relevant authority insofar as approval of development and building plans are concerned, it shall be registered against the title deeds of the Property in such form as may be required by the Registrar of Deeds that the Purchaser and its successors in title shall not be entitled to commence the erection of any improvements (whether initial or subsequent alterations) upon the Property until it has furnished the Seller or its nominee, with a copy of the Purchaser's proposed building plan or a reasonable sketch thereof, and the Seller, or its nominee, has approved same in writing. The Seller shall be entitled, before giving or declining consent to the Purchaser's proposed building operations, to call for more information and details regarding the Purchaser's proposed building works.

14 THE BUILDING CONTRACT

The Purchaser understands and agrees that the building contracts to be entered into by the Purchaser and the contractor will be agreements between the Purchaser and the contractor and that the Seller is not a party to such contract. The Purchaser specifically holds the Seller harmless and indemnifies the Seller against any action whatsoever for whatever relief in connection with any prejudice of whatever nature suffered by the Purchaser or any third party, such prejudice arising from such building contract.

15 COOLING OFF PERIOD

- 15.1 If Section 29A of the Alienation of Land Act No 68 of 1981 applies to this agreement the purchaser has the right to terminate this deed by written notice delivered to the seller within 5 (five) days after acceptance hereof. Such 5 day period is calculated with the exclusive of the day on which this was signed by the purchaser and of any Saturday, Sunday or public holiday.
 15.2 Such notice shall have no effect unless signed by the Purchaser or his agent, refers to this Agreement as the agreement being terminated, and is unconditional. The purchaser by his signature hereto acknowledged having read and being fully acquainted with all the material provisions hereof and that the meaning and consequences hereof have been explained to him.

16. PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA)

Seller or its Agent is required to collect and process the personal information of the parties herein to give effect to any of the parties' rights and obligations that flow from this agreement. The parties agree that their personal information may be processed by Seller and further processed and shared with any professional parties involved in the transaction, including but not limited to conveyancing attorneys, bond cancellation attorneys, banks, mortgage originators and municipalities or otherwise as required by law. Seller and all appointed parties will process the personal information of the parties for the duration of the transaction as may be required and will retain the personal information as required by law, in safekeeping and destroyed as provided for in the Act.

17. SPECIAL CONDITIONS

The erf is situated in the vicinity of an industrial area, and the Purchaser/s hereby accept/s the possibility of some inconvenience as a result of the industrial uses, relating to air and other pollution, noise and other impacts or nuisances that may be experienced.

18 GENERAL

If there is more than one purchaser, all purchasers will jointly and severally in solidum be liable for due fulfilment of the Purchaser's liabilities and duties in terms hereof.

THUS DONE AND SIGNED by the Purchaser at _____ on this _____ day of _____ 202__

1. _____
As Witness (1) Purchaser/s

2. _____
As Witness (2)

The Purchaser/s is/are assisted herein insofar as may be necessary or required by his/her/their spouse/s who binds her/himself/themselves to the Seller as surety/ies and co-principal debtor/s, hereby renouncing the benefits of division, excussion and cession of action.

THUS DONE AND SIGNED by the Seller at Johannesburg on this _____ day of _____ 202__

1. _____
As Witness (1) Seller

2. _____
As Witness (2)

SIGNED by the CONVEYANCER at Johannesburg on this _____ day of _____ 202__

CONVEYANCER