



BLOUWATERBAAI ■ WEST COAST

**AGREEMENT OF SALE | FULL TITLE**

I / We the **PURCHASER/S**:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Hereinafter referred to as the PURCHASER/S)

Hereby will purchase from the **SELLER**:

BLOUWATERBAAI VAKANSIE – OORD (PTY) LTD

Registration Number: 2014/284895/07

(Hereinafter referred to as the SELLER)

The SELLER herewith sell to the PURCHASER/S:

**1. THE PROPERTY**

Erf Description: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Extent: \_\_\_\_\_

ALL PARTIES AND WITNESSES TO INITIAL:



The **PURCHASER/S** and **SELLER** agree to the purchase the above mentioned PROPERTY upon the following terms and conditions:

## 2. AGREEMENT OF SALE

2.1. The Purchase Price is R\_\_\_\_\_ (\_\_\_\_\_ RAND)

and is payable as follows:

2.2. A deposit of R\_\_\_\_\_

2.3. (\_\_\_\_\_ RAND)

in cash at the date of signature hereof, or

\_\_\_\_\_ which amount shall be

paid to the nominated Transfer Attorney nominated by the SELLER and to be retained in a special interest bearing trust account for the benefit of the PURCHASER in terms of the provisions of Section 86 of the Legal Practice Act of which interest shall be for the account of the PURCHASER and for released to the SELLER or on the SELLER order upon registration of transfer or upon cancellation in terms of Clause 12 by reason of the PURCHASER'S default, to the PURCHASER/S if the sale is cancelled or lapses( Otherwise that by reason of the purchasers of the purchasers default) in terms of the provisions hereof. The property consultant's consultation fees will however, be first deducted.

2.4. The balance of the Purchase Price in the amount of R\_\_\_\_\_

(\_\_\_\_\_ RAND)

shall be paid to the Transfer Attorney against registration of the transfer of the property in the name of the purchaser. The PURCHASER/S undertakes, within 7 (seven) days of being requested thereto by the SELLERS or his consultant, to furnish the SELLERS or the consultant with a guarantee by a bank or any other person or financial institution acceptable by the SELLERS in his sole discretion, in favour of such party or parties as nominated by the SELLERS or his consultant which guarantee shall be payable free of exchange electronically against registration of the property in the name of the purchaser.

ALL PARTIES AND WITNESSES TO INITIAL:



### 3. VOETSTOOTS

- 3.1.** In the event of there being more than one PURCHASER/S then they will be jointly and severally liable for all obligations in terms hereof. This document contains the entire agreement between the parties. Neither party relies or may rely upon any representations, warranties, undertakings or expressions of opinion which have not been incorporated into this agreement. This document may not be altered, amended, varied, rescinded or consensually cancelled in any way whatsoever, other than by means of a further written document which must be signed by the SELLERS and the Purchaser.
- 3.2.** By signing this Offer to Purchase each party warrants and certifies that all such information relating to him is true and correct.
- 3.3.** The PURCHASER/S warrants that the PURCHASER/Sis not currently and until transfer of the Property to the Purchaser, will not be in default of any income or other tax law obligations to the South African Revenue Service which will serve to delay the obtaining of a transfer duty receipt / exemption certificate from the South African Revenue Service or serve to cause the financial institution granting mortgage finance to the PURCHASER/S [if applicable] to withdraw the mortgage finance offered.

### 4. OCCUPATION AND POSSESSION

Lawful possession of the property shall be given on the registration of the property.

### 5. TRANSFER AND RISK

- 5.1.** Transfer of the PROPERTY shall be affected by a Transfer Attorney, appointed by the SELLERS, being Chris Smit Attorney, as soon as possible, and as from date of Transfer risk shall pass to the Purchaser.
- 5.2.** On occupation, the risk of ownership thereof shall pass to the PURCHASER/S, from which date they shall receive all benefits from and be responsible for all rates, taxes and other charges levied upon the property. Any rentals received, or rates taxes and other imposts paid out prior to the said date of possession for any period subsequent thereto shall be refunded proportionally.

### 6. COSTS

The PURCHASER/S shall pay all costs of transfer and bond registration (where applicable), including Attorney fees, transfer duty, recording and all other costs which are

ALL PARTIES AND WITNESSES TO INITIAL:



reasonably incurred, upon request by the respective Attorneys, being Chris Smit Attorneys, prior to transfer.

## 7. MORTGAGE BOND

- 7.1.** This agreement is subject to the suspensive condition that a bank grant in writing on its normal terms and conditions a loan or loans secured by a mortgage bond or bonds over the property and totalling R\_\_\_\_\_ (\_\_\_\_\_ ) by no later than the \_\_\_\_\_ day of \_\_\_\_\_ The Purchaser shall be liable to ensure that all reasonable steps are taken to enable the loan to be timeously granted.
- 7.2.** This suspensive condition shall be deemed to have been fulfilled even if such loan is approved subject to the Purchaser's spouse (or any of the directors and/or shareholders and/or members of the Purchaser, as the case may be) interposing himself as surety for and co-principal debtor jointly with the Purchaser for the fulfilment of all the Purchaser's obligations under the loan. The parties specifically agree that this suspensive condition shall be deemed to be fulfilled on the date that the purchaser obtains a quotation and/or pre-agreement statement from any financial institution in terms of which such financial institution offers a loan to the purchaser in an amount of not less than the amount referred to above.

## 8. VALUE ADDED TAX

It is recorded that the purchase price is inclusive of any VAT that may be payable.

## 9. FULFILMENT

The PURCHASER/S and SELLERS shall expeditiously do all things necessary to fulfil the provisions herein and shall timeously sign documents as and when required

## 10. MARITAL STATUS

The PURCHASER/S and SELLERS warrant that all written consents required in terms of the Matrimonial Property Act in respect of this agreement have been or will be given.

ALL PARTIES AND WITNESSES TO INITIAL:



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## 11. BREACH

Should the PURCHASER/S fail to fulfil any of the terms and conditions herein within 7 days of being notified of such default, the SELLER shall have the right to claim immediate payment of the purchase price and damages, or to cancel this agreement forthwith, confiscate any payments made on account and claim damages.

## 12. DOMICILIUM

12.1. The PARTIES hereby nominate their addresses hereunder as their *domicilia citandi et executandi*:

12.2. SELLER:

BLOUWATERBAAI VAKANSIE – OORD (PTY) LTD

48 Gracillaria Crescent, Blouwater Bay, Saldanha, 7395

12.3. PURCHASER/S: \_\_\_\_\_  
\_\_\_\_\_.

## 13. OWNER'S ASSOCIATION

13.1. The PURCHASER/S acknowledges that he is aware of the fact that an Owners Association for the Development known as the BLUE BAY VILLAGE HOMEOWNERS ASSOCIATION (hereinafter referred to as the ASSOCIATION), has been established in accordance with the requirements of the local authority in terms of Section 29 Ordinance 15 of 1985 (or any amendments thereof), and that he / she / they and his/ her/ their Successors in Title will become a member of the Association immediately on becoming the registered owner of the property.

13.1.1. Please be referred to Annexure A

13.2. The PURCHASER/S shall remain a member of the Association for as long as he owns a property in the Development and will be bound by the terms and conditions contained in the Constitution of the Association as approved by the local authority.

13.3. Should the PURCHASER/S sell the property he will ensure that his PURCHASER/S is made fully aware of the Constitution of the Association and agrees to be bound thereby.

13.4. The PURCHASER/S will not be entitled to sell, donate, grant any option or pre-emptive rights in respect of, alienate, transfer or in any way deal with the Property without the prior written consent of the Association, which shall not be unreasonably withheld.

ALL PARTIES AND WITNESSES TO INITIAL:



- 13.5.** The following clause, or such variation thereof as may be required by the TRANSFER ATTORNEY in order to protect the interests of the Association, will be inserted as a condition in the Title Deed of the Property:
- “The within property may not be sold or transferred without the prior written consent of the BLUE BAY VILLAGE OWNERS ASSOCIATION, of which the Transferee shall become a member, which consent shall not be unreasonably withheld.”
- 13.6.** By virtue of his membership of the Association, the PURCHASER/S will be obliged to make payment of levies to enable the Association to maintain the common roads and areas, private open space and services (if any) and to cover its administrative costs, and the Association shall not be obliged to give the written consent referred to above until all amounts due to it by the PURCHASERS have been paid in full.
- 13.7.** **The PURCHASER/S acknowledges that a copy of the Constitution of the Association has been received by him prior to signature hereof and that he is fully aware of its contents.**
- 13.8.** Should the PURCHASER/S wish to resell the Property before all the units in all the phases of BLUE BAY VILLAGE development has been sold and transferred – he / she / they shall grant whichever Property Practitioner is appointed by the Developer a sole mandate to market the Property and claim commission.
- 13.8.1.** The above is subject to whether or not the MANDATE term provided to Fabulous Homes has expired.
- 13.9.** With any resale the PURCHASER/S must ensure that the new Buyer is made aware of the Constitution and that he/she/they will be bound by it, and upon acquisition become members of the Owner’s Association.

#### **14. ADDITIONAL CLAUSES / SPECIAL CONDITIONS**

- 14.1.** The PURCHASER/S have been informed and understand that:
- 14.1.1.** The property will be subject to any and all conditions contained in the Title Deed of the mother erf.
- 14.1.2.** The Sale is conditional on the approval from the Local Authority and the General Plan as well as obtaining of all the necessary consents.
- 14.1.3.** The Sale Agreement might be amended in the future as the SELLER is undergoing a company restructuring.

ALL PARTIES AND WITNESSES TO INITIAL:



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**14.1.4.** The PURCHASER is aware that the property is subjected to and bound by the Constitution, the Architectural Guidelines and the Building Guidelines of the BBVOA.

**14.1.4.1.** The PURCHASER is made specifically aware of the BUILDING GUIDELINES, RESTRICTIONS, REQUIREMENTS and PENALTIES as is disclosed in the CONSTITUTION which will be provided to the PURCHASER.

## **15. ENTIRE CONTRACT**

**15.1.** The SELLER warrants that the purchase price reflected above, is the true consideration (Purchase Price) in the transaction, and that no other consideration is involved between the parties, directly or indirectly. The Parties hereby agree that this Agreement contains the entire contract and that no warranties or representations, expressed or implied have been made other than as set out herein.

**15.2.** No variations may be made unless reduced to writing and signed by the Parties.

## **16. JURISDICTION**

**16.1.** The parties consent to the jurisdiction of the Magistrates' Courts in terms of Section 45 of the Magistrates' Courts Act of 1944 to any legal proceedings being instituted against them in the said Court of any district having jurisdiction in respect of the PURCHASER/S by virtue of the provisions of Section 28(1) of the Act.

**16.2.** However, the SELLERS shall have the option of instituting proceedings against the PURCHASER/S in the High Court of South Africa unless the matter falls within the jurisdiction of the Magistrates' Court.

## **17. RATES CLEARANCE AND LEVY CLEARANCE**

The SELLERS warrant that they will obtain a full rates clearance certificate and settle all municipal debt prior to registration of this transaction. Should the existence of any historical municipal debt come to light after registration of this transfer, the SELLERS will be liable for payment of such debt. The SELLERS indemnifies the Purchaser, the Transfer Attorney and the Property Consultant from any such historical debt that may become due and payable to the municipality after registration of this transfer.

ALL PARTIES AND WITNESSES TO INITIAL:



## 18. WARRANTIES

The parties agree and acknowledge herewith that no warranties or representations were given or made by any of the parties, the property consultant or their representatives that have not been embodied in this agreement.

## 19. RESIDENCE

- 19.1.** The SELLERS hereby warrant that they are residents of the Republic of South Africa; or
- 19.2.** The SELLER/S are non-residents of the Republic of South Africa. The SELLER/S accordingly hereby irrevocably authorizes and instructs the Transfer Attorney to deduct the applicable withholding tax from the purchase price on behalf of the Purchaser if the purchase price is R2 000 000.00 or more and to pay the same to the Receiver of Revenue within 14 (fourteen) days after date of registration of transfer of the property into the name of the Purchaser.

## 20. COMMISSION

- 20.1** The SELLER shall be liable for the payment of agent's commission to Fabulous Homes - (Wetdan W17cc) and \_\_\_\_\_ (hereinafter referred to as "the Agent") as agreed between them, 5% (Five) according to the mandate agreement.
- 20.2** The PURCHASER warrants that the Agent was the effective cause of the sale and indemnifies and holds the SELLER harmless against any claim which may be made by any other agent in respect of any commission arising out of the sale of the Property to the PURCHASER.
- 20.3** Should the PURCHASER fail to carry out his obligations in terms of this agreement, the PURCHASER hereby assumes the SELLER'S obligation to pay the commission due to the Agent (together with VAT thereon, if applicable) and the SELLER or the Agent shall, without prejudice to any other rights, have the right to recover any commission payable to the Agent from the PURCHASER.

ALL PARTIES AND WITNESSES TO INITIAL:



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**21. ELECTRONIC SIGNATURES**

**21.1** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, if any, are intended to authenticate this contract and to have the same force and effect as manual signatures.

**22. IRREVOCABLE OFFER**

This offer is irrevocable until midnight on \_\_\_\_\_ and is binding upon signed acceptance at any time prior thereto, irrespective of notification to the Purchaser.

**23. OTHER UNDERTAKINGS/CONDITIONS**

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ALL PARTIES AND WITNESSES TO INITIAL:



**Signature and disclosure by the PURCHASER/S**

I, THE PURCHASER, HEREBY CONFIRM THAT THE FULL EXTENT OF MY OBLIGATIONS AND RIGHTS HEREIN HAVE BEEN EXPLAINED TO ME AND THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO MAKE THE NECESSARY ENQUIRIES IN RESPECT OF THE PROPERTY AND ALL MATERIAL ASPECTS RELATED TO THIS PROPERTY AND SALE AND THAT I UNDERSTAND THE EFFECT OF THIS AGREEMENT.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_  
PURCHASER 1:

\_\_\_\_\_  
PURCHASER 2:

\_\_\_\_\_  
WITNESS:

\_\_\_\_\_  
WITNESS:

Signed by the SELLER at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_  
SELLER:

\_\_\_\_\_  
WITNESS:

\_\_\_\_\_  
WITNESS:

ALL PARTIES AND WITNESSES TO INITIAL:



ANNEXURE A (Clause 13)

I/We the undersigned purchaser/s of Erf \_\_\_\_\_ in Saldanha Bay in the development to be known as BLUE BAY VILLAGE, hereby confirm/s that I/we received a copy of the following documents of the BLUE BAY VILLAGE HOMEOWNERS ASSOCIATION (to be registered):

- 1. Constitution,
- 2. Rules
- 3. Architectural Design Manual
- 4. Contractor's code of conduct

I/we acknowledge that I/we understand that the Erf will be subject to the constitution and the rules of the BLUE BAY VILLAGE HOMEOWNERS ASSOCIATION and forms part of the offer to purchase signed by me/us.

Dated at \_\_\_\_\_ on \_\_\_\_\_ 2024

\_\_\_\_\_  
Purchaser 1:

\_\_\_\_\_  
Purchaser 2:

\_\_\_\_\_  
Witness 1:

\_\_\_\_\_  
Witness 2:

ALL PARTIES AND WITNESSES TO INITIAL:



# BLUE BAY VILLAGE INFORMATION PAGE



**FABULOUS  
HOMES**  
WHERE YOUR STORY BEGINS...

ERF No:		Size:		Levy:	
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PURCHASER 1		PURCHASER 2	
Full Name 1		Full Name 2	
ID Number		ID Number	
Physical Address		Physical Address	
Marital Status		Marital Status	
Date of Marriage		Date of Marriage	
Telephone Home		Telephone Home	
Telephone Work		Telephone Work	
Email Address		Email Address	
Cellphone Number		Cellphone Number	

Employer:		Employer:	
Occupation:		Occupation:	
SARS No:		SARS No:	

**I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT**

	SIGN	DATE
Purchaser 1:		
Purchaser 2:		
Witness:		

**BLUE BAY VILLAGE OWNERS' ASSOCIATION**

Body Corporate:	BLOUWATERBAAI VAKANSIE – OORD (PTY) LTD
Contact Person:	Amanda Mitas
Contact Email:	admin2@bluebaylodge.co.za
Contact Tel No:	0227141177

**CHRIS SMIT ATTORNEYS**

Bankers:	ABSA	Address:	46 Main Street, Langebaan, 7354
A/C Name:	S86(2)	Contact Name:	Elmoné Smith
A/C Type:	Current	Contact Number:	0227722283
A/C No:	4078039059	Contact Email:	cslaw@mweb.co.za

**BLUE BAY VILLAGE SCRUTINY ARCHITECT**

Company Name	Bouplan Ontwerpers
Contact Name	Johan Kriel
Contact No	0829278262