



CENTURY CITY
URBAN SQUARE

AGREEMENT OF SALE

STORE ROOM(S)

between

RABIE PROPERTY GROUP (PTY) LTD
("the Sellers")

and

**THE PARTY IDENTIFIED ON PAGE 2 OF THE INFORMATION SCHEDULE FORMING PART OF
THIS AGREEMENT**
("the Purchaser")

The Purchaser is or will become the registered owner of the sectional title unit
numbered : Matrix no: _____

Storeroom being purchased by Purchaser in terms hereof:

Store Room No(s). _____

COVERING SCHEDULE

1. PARTIES	
1.1 Seller:	RABIE PROPERTY GROUP (PTY) LIMITED, Registration No. 2006/012251/07
Address:	C/o Rabie Property Group, Suite G18 Colosseum, Century Way, Century City, 7446
1.2 Purchaser:	
ID No/Date of Birth/ Registration No:	
Residential / Street Address:	
Postal Address:	
Marital Status: (Delete where not applicable)	Single Married in Community of Property Married out of Community of Property Married by Moslem Rites Married by Laws of Another Country
Full Names of Spouse:	
Telephone No: (Home)	
(Work)	
(Cell)	
Telefax:	
E-mail Address:	

2.	SUBJECT MATTER	
	Exclusive Use Area(s) as situated in the Building described as:	CENTURY CITY URBAN SQUARE - MATRIX
	Storeroom(s):	Storeroom(s) No./s _____ , being the storeroom(s) reflected on the under cover parking and storeroom layout plan annexed hereto (marked "A").
	Storeroom Area(s):	m ² (approx)
3.	PURCHASE PRICE	
	Purchase Price:	R
4.	OCCUPATION DATE	
	Date:	On handover of the unit no. _____ to the Purchaser or on completion of the storeroom, whichever occurs last
5.	ESTIMATED BODY CORPORATE LEVY (EXCLUDING RATES)	
	Storeroom (s)	R
6.	TRANSFERRING ATTORNEY	
	Name of Attorney:	Norton Rose Fullbright 8th Floor, Southern Life Building CAPE TOWN 8000 Tel: (021) 405 1200 Fax: (021) 418 6805 Ref: Mieke Van Rensburg
7.	SELLING AGENT	

LIST OF ANNEXURES TO THE PART I OF THIS AGREEMENT

No Description of Annexure

A Store room layout plan

WHEREAS:

- A. The Seller has the right to sell the Exclusive Use Area(s) as described in the Schedule hereto.
- B. The Seller has agreed to sell and the Purchaser has agreed to purchase the said Exclusive Use Area(s) and the parties wish to record their agreement in writing.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. STOREROOM OWNERSHIP

- 1.1 The sale of Exclusive Use Areas as envisaged herein is limited to parties who are or are to be the registered owner of at least one section in the sectional title development to be known as Century City Urban Square.
- 1.2 It is recorded that storerooms will be allocated to purchasers in terms of section 27(1) of the Sectional Titles Act in terms of which the Purchaser will be given a formal right of exclusive use of the storeroom. In the event of the owner of a sectional title unit, who owns a storeroom wishing to dispose of such sectional title unit, then the storeroom will be required to be sold either simultaneously with the said unit, or sold simultaneously to another owner within the development.

2. PAYMENT, OCCUPATION AND POSSESSION

- 2.1 Payment of the Purchase Price shall be made by the Purchaser to the Transferring Attorneys' Trust Account on the date of signature hereof by the Purchaser, with interest thereon to accrue to the Purchaser, if applicable, with effect from the date of compliance by the Purchaser with the provisions of the Financial Centre Intelligence Act, as amended from time to time, to the date of handover of the subject matter to the Purchaser, to enable the Transferring Attorneys to pay the Purchase Price to the Seller on the date of handover of the subject matter to the Purchaser.
- 2.2 Occupation and possession of the store shall be given and taken by the Purchaser in accordance with Clause 4 of the Schedule.
- 2.3 The Purchaser shall be responsible for the payment of the levy amounts as recorded in Clause 5 of the schedule from the date of registration of the store, as applicable, to the Purchaser in the deeds office as envisaged herein, which levies are subject to change from time to time, as determined by the Body Corporate. If and when the storeroom has been assessed for municipal rates by the Local Authority, the Purchaser shall be solely responsible for payment thereof with effect from the date of possession thereof by the Purchaser.

3. CESSION

The registration of the cession of the Exclusive Use Area shall be passed by the Seller's attorneys, Norton Rose Fullbright, and shall be given and taken as soon as is reasonably possible after the building has been completed and the Surveyor General has approved the sectional title plans.

4. VOETSTOOTS

Save as specifically set out herein, the Seller has made no representations and given no warranties in respect of the Exclusive Use Area or in respect of anything relating thereto and this sale is accordingly *voetstoots* and the Seller shall not be liable for any defect in the Exclusive Use Area whether patent or latent.

5. CO-OPERATION

Each of the parties hereby undertakes to sign and/or execute all such documents as may be required by the Sellers attorneys, to give effect to this agreement, so that legal title will be registered in the name of the Purchaser.

6. NOTICE AND DOMICILIA

6.1 The parties hereby choose *domicilium citandi et executandi* for all purposes hereunder at their respective addresses specified in Schedule.

6.2 Any notice to any party shall be addressed to it at its *domicilium* aforesaid and either be sent by prepaid registered post or be delivered by hand. In the case of any notice:

6.3 Any notice to any party shall be addressed to it at its *domicilium* aforesaid and either be sent by prepaid registered post or email or facsimile or be delivered by hand. In the case of any notice:

6.3.1 sent by prepaid registered post, it shall be deemed to have been received, unless the contrary is proved, on the third business day after posting;

6.3.2 sent by email or facsimilie, it shall be deemed to have been received, unless the contrary is proved, within an hour after transmission;

6.3.3 delivery by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided that such date is a business day or otherwise on the next following business day.

7. SOLE CONTRACTUAL RELATIONSHIP

7.1 The parties hereto acknowledge that this Agreement contains the entire agreement between them and that no other conditions, stipulations, warranties and/or

representations whatsoever have been made by either party or their agents other than as set forth in this Agreement.

7.2 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.

8. INDULGENCES

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 any respect under this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a novation of this Agreement.

9. COSTS

The Purchaser shall pay all costs to the Seller's Attorney pertaining to the registration of the Exclusive Use Area(s), upon request being received from the Seller's Attorneys.

10. BROKERAGE FEE

The Seller shall be responsible for payment of the Brokerage fee due to the Brokers, if applicable.

SIGNED at CAPE TOWN on this day of 201 .

AS WITNESSES:

1. _____

2. _____

Purchaser or his or her duly authorised representative who warrants that he/she is duly authorised hereto

I, the undersigned, being the spouse of the Purchaser, do hereby consent to this transaction as far as needs be in terms of the Matrimonial Property Act 1984.

Spouse of the Purchaser

SIGNED at CAPE TOWN on this day of 201 .

AS WITNESSES: for and on behalf of the Seller

1. _____

2. _____

Authorised signatory – who warrants that he/she
is duly authorised hereto

Annexure A

Plan showing the location of the store

(to be annexed)