

**AGREEMENT OF SALE**

**E L A W I N I**

— LUXURY RESIDENTIAL ESTATE —

EST 2007

*Please note:*

*Offers will be accepted on a first signed offer received, first accepted basis.*

*Purchaser has 7 days to pay a deposit failing which property will be placed back on the market.*

**ELAWINI LIFESTYLE  
ESTATE**

AGREEMENT OF SALE OF

Vacant Stand

# AGREEMENT OF SALE

In respect of

Erf \_\_\_\_\_  
**Riverside Park Extension 5 Township known as ELAWINI LIFESTYLE  
ESTATE**

ENTERED INTO AND BETWEEN

**ATTERBURY RESIDENTIAL  
(PROPRIETARY) LIMITED**  
REGISTRATION NUMBER 2006/002701/07

(the "Seller")  
of

Die Klubhuis  
2nd Floor  
C/o 18th Street & Pinaster Ave  
Hazelwood, Pretoria  
enquiry@atterbury.co.za  
(the "Domicilium Address")

Name: \_\_\_\_\_ and \_\_\_\_\_

Registration / Identity number/s \_\_\_\_\_

If a legal entity, duly herein represented by \_\_\_\_\_

Identity number \_\_\_\_\_

*(Full names and identity number of person representing a legal entity)*

(the  
**"Purchaser"**)  
of

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

Postal Address : \_\_\_\_\_

Telephone : \_\_\_\_\_

E-Mail Address : \_\_\_\_\_

(the "Domicilium Address")

IT IS HEREBY AGREED AS FOLLOWS:

1. **DEFINITIONS**

- 1.1 “**Aesthetics Committee**” means a committee that acts as a representative of the Association in relation to all aesthetical matters pertaining to the Township.
- 1.2 “**Agent**” means \_\_\_\_\_ Tel: \_\_\_\_\_
- 1.3 “**Annexures**” means “**A**” Particulars of Purchaser  
“**B**” General Plan SG No. 2029/2007
- 1.4 “**Architect**” means any architect approved by the Association for the purpose of designing the plans and specifications of the improvements in the Township.
- 1.5 “**Aesthetical Design Manual**” means the specifications prepared for improvements in the Township, the terms of which the Purchaser undertakes to comply with. This manual is included as attachment (D) to the Memorandum of Incorporation of the **ELAWINI HOME OWNERS ASSOCIATION (RF) (NPC)** and will include any reference to the “Architectural Design Manual” or vice versa.
- 1.6 “**Association**” means the **ELAWINI HOME OWNERS ASSOCIATION (RF) (NPC)** Registration Number 2007/005261/08, and shall include any reference to **ELAWINI LIFESTYLE HOME OWNERS ASSOCIATION** in this agreement as well as in the Memorandum of Incorporation of the **ELAWINI HOME OWNERS ASSOCIATION (RF) (NPC)**, and vice versa.
- 1.7 “**Conditions of Establishment**” means the Conditions of Establishment of the Township as approved by the Local Authority and reflected in the proclamation notice of the Township.
- 1.8 “**Conveyancer**” means the Seller’s appointed conveyancer that will attend to the registration of transfer. Contact Marie Meyer, Tel 0661 730 718, e-mail: marie@jacobslaw.co.za Trust account Details: PM Jacobs Attorneys, Standard Bank, Menlyn, Branch 012345, Account 253211433 – Please use Ref: “Purchaser Surname + Erf Number”
- 1.9 “**Date of Signature**” means the date on which this agreement is signed by the last one of the Purchaser and the Seller.
- 1.10 “**Estate**”/”**Township**” means Riverside Park Extension 5 as indicated on the general plan, and known as Elawini Lifestyle Estate and/or Elawini Estate, the erven, streets, improvements and open spaces, being Portions 33, 36, 52 and the Remainder of portion 21 of the Farm Boschrand 283, Registration Division J.T., Mpumalanga and any other adjacent land that may be incorporated into the joint planning, development, regulation and management thereof, and shall include any reference to “Elawini Estate” and “Elawini Lifestyle Estate” and vice versa.
- 1.11 “**General Plan**” means the General Plan SG No. 2029/2007.
- 1.12 “**Improvements**” means the dwelling house and outbuildings to be erected on the Property in accordance with the Aesthetical Design Manual.
- 1.13 “**Local Authority**” means the LOCAL MUNICIPALITY OF MBOMBELA or its successor in title within whose boundaries the Property is situated; “Council” shall bear a similar meaning.
- 1.14 “**MOI**” means the Memorandum of Incorporation of the **ELAWINI HOME OWNERS ASSOCIATION (RF) (NPC)** Registration Number 2007/005261/08 including all schedules and annexures thereto.
- 1.15 “**Plans And Specifications**” means the plans and specifications of improvements to be erected on the property in accordance with the Aesthetical Design Manual, and prepared by the Architect and as approved by the Association’s Aesthetics Committee in writing, in terms of which the Purchaser undertakes to comply with.
- 1.16 “**Property**” means vacant Residential Erf No \_\_\_\_\_ in the Township, measuring \_\_\_\_\_ square meters as indicated on the General Plan, and “Erf” shall bear the same meaning.
- 1.17 “**Purchaser**” means the person indicated as such on page 1 of this agreement with particulars as set out in Annexure "A" hereto.

- 1.18 **“Purchase Price”** means the cost of the Property, including any amount payable by the Purchaser to the Seller as the result of any variation referred to in this agreement.
- 1.19 **“Seller”** means the person and/or legal persona indicated as such on page 1 of this agreement.
- 1.20 **“Township”** see 1.10 above.
- 1.21 **“Township Register”** means the township register for the Township, opened and registered in the appropriate Deeds Office in accordance with the General Plan and the Conditions of Establishment.
- 1.22 **“Estate Rules”** means the Estate Rules, issued by the Association for the purpose of establishing a protected lifestyle and good neighbourliness and to be amended or added to from time to time in the discretion of the Association in terms of which the Purchaser undertakes to comply with. These rules comprise of the following attachments to the “MOI”:
- (A) Estate Rules
  - (B) Gymnasium Rules
  - (C) Clubhouse Facility Rules
  - (D) Aesthetical Design Manual
- 1.23 An expression which denotes –
- 1.23.1 any gender includes the other genders;
  - 1.23.2 a natural person includes an artificial or juristic person and vice versa;
  - 1.23.3 the singular includes the plural and vice versa
  - 1.23.4 days refer to calendar days and are to be calculated from a particular day, excluding such particular day and commencing on the next day;
- 1.24 Any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the Date of Signature, and as amended or substituted from time to time;
- 1.25 Where any term is defined within a particular clause other than this one, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement;
- 1.26 the use of the word “including” followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it.

## 2. SALE

The Seller hereby sells the Property to the Purchaser who purchases same.

## 3. PURCHASE PRICE

The Purchase Price of the Property is the sum of:

R\_\_\_\_\_ (inclusive of Value Added Tax)

(\_\_\_\_\_ Rand).

## 4. VALUE ADDED TAX

The Purchase Price is inclusive of value-added tax (“VAT”), calculated at 15% of the Purchase Price of the Property. If the rate at which VAT is chargeable in respect of this transaction is increased or decreased so as to affect the amount of VAT, the Purchaser shall be liable for the increased amount of VAT, or the price adjusted with the saving on the VAT.

**5. PAYMENT OF PURCHASE PRICE**

The Purchase Price shall be paid to the Seller upon transfer. Such payment shall be secured as follows:

5.1 A minimum deposit of **R10,000.00 (Ten Thousand Rand)** shall be paid to the Conveyancer within 7 (seven) days from Date of Signature of this agreement. Any amount paid by Purchaser in respect of the Purchase Price shall be invested in an interest bearing trust account with the Conveyancer in accordance with the provisions of Section 78(2A) of Act 55 of 1979, the interest to accrue to the Purchaser. The Purchaser hereby specifically authorises the Conveyancer to deposit these monies in such an interest bearing account with a registered commercial bank, on his behalf. It is recorded that the Conveyancer shall only be able to receive or invest the funds once it has been furnished by the Purchaser with all documentation required by the Conveyancer by virtue of the Financial Intelligence Centre Act (FICA); which documentation the Purchaser shall furnish to the Conveyancer on date of payment of the deposit.

5.2 The balance of the Purchase Price being R\_\_\_\_\_ (\_\_\_\_\_ Rand) shall be paid upon transfer. Such payment shall be secured by the delivery to the Seller or its nominee of a guarantee or guarantees by a registered bank or other financial institution to be approved by the Seller, expressed to be payable, free of exchange, to the Seller at Pretoria upon transfer, which guarantee shall be delivered within 28 (twenty eight) days of fulfillment of the suspensive conditions in paragraph 6.1 below, or in the event where there are no such suspensive conditions, within 28 (twenty eight) days from Date of Signature, alternatively within such extended period agreed to in writing by the Seller.

5.3 The Purchaser is not entitled to withhold any payment in terms of this agreement by reason of alleged breach of contract by the Seller or to effect set-off of any debts.

5.4 **SPECIAL TERMS AND CONDITIONS**

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**6. CONDITIONS PRECEDENT**

**6.1 Loan**

6.1.1 This Agreement is subject to and conditional upon the Purchaser being granted a loan in principle by a bank within 28 (twenty eight) days of Date of Signature for an amount of not less than R\_\_\_\_\_ (\_\_\_\_\_ Rand) against the security of a first mortgage bond to be registered over the Property simultaneously with the registration of transfer of the Property in the name of the Purchaser, and on the usual terms and conditions applicable to such a loan. In the event of this suspensive condition not being fulfilled within the above period, the Seller

- may, before the expiry of the period, extend such period by written notice to the Purchaser for as long as it in its discretion may decide. The right to extend such period is solely for the benefit of the Seller.
- 6.1.2 The Purchaser undertakes to apply for the aforesaid loan within 7 (seven) days from the date of signature hereof by the Purchaser and to sign all necessary documents, furnish all relevant information and do everything necessary as soon as required to do so by the bank concerned. The Purchaser further undertakes to furnish the Seller on demand with proof of submission of such application to a bank or financial institution. Failure by the Purchaser to comply with the provisions of this clause 6.1.2 shall constitute a material breach of this Agreement and the Seller may either exercise his rights in terms of clause 17 or may deem this suspensive condition as having been fulfilled.
- 6.1.3 The Purchaser undertakes to furnish the Conveyancer with written confirmation from the lending bank that the aforesaid loan has been granted, within 3 (three) days after the Purchaser received notification of the granting of the loan.
- 6.1.4 It is agreed by the parties that the suspensive condition referred to in clause 6.1.1 shall be for the benefit of both the Seller and the Purchaser. Notwithstanding anything to the contrary herein contained, if the Purchaser advises the Seller in writing that the Purchaser waives the benefit of the said suspensive condition, then the condition shall be deemed to have been fulfilled.
- 6.2 The condition precedent referred to in 6.1 will be deemed to be fulfilled if any bank or financial institution agrees to grant such loan -
- 6.2.1 Subject to it being guaranteed by the Purchaser's spouse by way of suretyship or otherwise; and/or
- 6.2.2 Subject to any terms usually imposed by such registered bank or financial institution.
- 6.3 The Purchaser –
- 6.3.1 warrants that his financial position is such that, having regard to the criteria or requirements usually applied by banks, his application for a loan should not be refused;
- 6.3.2 shall use his best endeavour to procure fulfilment of the said condition precedent and, without limiting the generality of the foregoing, the Purchaser undertakes to do all such things as are normally required by any bank in connection with the grant of such loan ;
- 6.4 The Purchaser irrevocably appoints the Seller and / or \_\_\_\_\_ bond originator in his stead, to apply for the loan referred to in 6.1 hereof and to sign all and any necessary documents or application forms on behalf of the Purchaser, should the Purchaser fail to do so within the period stipulated in 6.1.2 hereof.
- 6.5 If the condition precedent is not fulfilled within the period referred to in 6.1.1 then this agreement shall cease to be of any force or effect and the parties shall be restored to the position in which they would have been, had this agreement not been entered into and neither party shall have any claim against the other as a result of the failure of the condition precedent, except such claim, if any, as may result from a breach of the provisions of this clause.
- 6.6 If applicable this transaction is further subject to the successful cancellation and/or conclusion of previous transactions and/or agreements enabling the seller to give transfer, failing which it will be regarded as a suspensive condition to the validity of this agreement. This clause will be for the benefit of the Seller and can be waived or waived in part by the Seller at any time.

## **7. AGENTS COMMISSION**

7.1 The Purchaser warrants that he was introduced to the Property by the Agent in which case an amount equal to 7% of the purchase price (incl VAT) agents' commission will upon the date of registration of the property be deemed earned and payable to said Agent by the Seller in accordance with the mandate granted to the Agent by the Seller, provided that should the Purchaser fail to carry out his obligations in terms of this Agreement of Sale, the Purchaser shall be liable for payment of such commission and the Agent shall have the right to recover such commission from the Purchaser. The commission shall be payable to the Agent upon registration of transfer of the property into the name of the Purchaser. The Agent will have no claim for commission against the Seller if the Property is not transferred to the Purchaser for any reason whatsoever.

## **8. TRANSFER**

8.1 Transfer shall be effected by the Conveyancer within a reasonable time after:

- 8.1.1 signature of the agreement and fulfilment of the suspensive conditions;
- 8.1.2 the Purchaser has complied with all his obligations in terms of this agreement at that date;
- 8.1.3 the Purchaser has paid the costs of the transfer and bond registration, including transfer duty and other ancillary costs thereon at the prescribed rate, which the Purchaser shall be liable to pay to the Conveyancer on demand; and
- 8.1.4 the Purchaser has signed all necessary documents and provided all necessary information and copies of such documentation for the purpose of transfer which the Purchaser shall be obliged to do within 7 (seven) days of being called upon to do so by the Conveyancer.

## **9. BOND, TRANSFER AND OTHER COSTS**

- 9.1 The Purchaser shall be liable:
- 9.1.1 for all transfer and bond registration costs, transfer duty (if applicable), deeds office levies, and financial institutions' initiation, valuation and administrative fees.
  - 9.1.2 to pay a non-refundable membership fee of R750.00 (Seven Hundred and Fifty Rand) to the Association before transfer.
  - 9.1.3 to pay an estimated provisional levy to the Association for services to be provided. This levy will amount to such an amount as will be determined from time to time by the Directors of the Association.
  - 9.1.4 to sign a debit order in favour of the Association within 7 (seven) days of being requested to do so, for the monthly payment of levies due to the Association.
- 9.2 The Seller shall be liable to pay the required rates amount in advance to the Local Authority in order to obtain the rates clearance certificate.

## **10. CAPACITY OF PURCHASER**

### **10.1 Already formed Entity**

- Should the Purchaser be a company, close corporation or a trust, the signatory hereto warrants
- 10.1.1 that he is duly authorised to enter into this agreement on behalf of the company, close corporation or trust;
  - 10.1.2 that the company, close corporation or trust is lawfully entitled to acquire and take transfer of the Property;
  - 10.1.3 that all conditions have been complied with in order to make this agreement binding to the company, close corporation or trust;



10.1.4 that the company, close corporation or trust will duly and punctually comply with all its obligations in terms of this agreement;  
and binds himself in his personal capacity by virtue of his signature hereto as surety and co-principal debtor jointly and severally with the legal persona for due and punctual performance of all the terms and conditions of this agreement.

**10.2 Purchaser acting as trustee for Company to be formed**

If the signatory hereto is acting as a trustee for a Company ("the legal persona") to be formed then in the event of the legal persona not being formed and ratifying and adopting this agreement within 30 (thirty) days of date of this agreement, (or any further period agreed upon by the parties) then the signatory in his personal capacity shall be the Purchaser hereunder and shall be bound by all the terms of this agreement. If the legal persona is formed and duly adopts and ratifies this agreement as aforesaid then the signatory binds him as surety and co-principal debtor jointly and severally with the legal persona for due and punctual performance of all the terms and conditions of this agreement.

**11. POSSESSION AND OCCUPATION**

- 11.1 The Purchaser shall take occupation and possession and assume control of the Property on date of registration of transfer of the Property in the name of the Purchaser, from which date it shall be at the sole risk, loss, profit and expense of the Purchaser and from which date the Purchaser shall be liable for all levies, rates and taxes whatsoever levied upon the Property by the government or Local Council, other competent authority, or the Association.
- 11.2 Should the Seller have pre-paid any such rates and taxes, levies and charges beyond the date of transfer aforesaid, the Purchaser shall on demand refund any such amounts paid beyond this date to the Seller.

**12. HOME OWNERS ASSOCIATION AND SERVICES**

- 12.1 It is recorded that the **ELAWINI HOME OWNERS ASSOCIATION (RF) (NPC)** Registration Number 2007/005261/08 was incorporated to promote the communal interest of owners and residents in the Township, which will include but not be limited to maintenance of security facilities, gate houses and security gates (if any), private roads, streetlights, fencing, private open spaces and servitudes, and storm water drainage that is not being attended to by the Local Authority.
- 12.2 It is also recorded that the Association has adopted the Estate Rules with the intention of protecting the lifestyle and good neighbourliness of owners and residents in the township. These rules may be changed or added to from time to time by the Association of which each owner will become a member as per clause 12.5 of this agreement.
- 12.3 No improvements of any nature may be effected to the Property without the prior written approval of the Aesthetics Committee and any building plans in respect of any improvements to be erected on the Property, shall be in accordance with the Aesthetical Design Manual and be subject to the prior written approval of the Aesthetics Committee.
- 12.4 The Purchaser acknowledges that he has acquainted himself with the contents of the MOI, Schedule 1 and the following annexures thereto:  
(A) Estate Rules  
(B) Gymnasium Rules  
(C) Clubhouse Facility Rules  
(D) Aesthetical Design Manual
- The Purchaser hereby records and acknowledges that he is aware that these documents are available on the website of the Elawini Lifestyle Estate with the address [www.elawini.co.za](http://www.elawini.co.za), and that he has inspected same and agrees to the contents thereof.

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SIGNED BY THE PURCHASER

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WITNESS

- 12.5 The Purchaser acknowledges and binds himself that he shall upon registration of transfer of the Property into his name, automatically become and remain a member of the Association, and be liable for payment of the monthly levy, as determined by the Association from time to time from date of such registration, and agrees to do so, and to subscribe to the MOI of the Association for as long as he is the registered owner/grantee of the Property.
- 12.6 The Seller and/or the Association shall be entitled to procure that in addition to all other conditions of title and/or subdivision referred to above, the following conditions of title *inter alia* be inserted (if not already done so) in the Deed of Transfer in terms of which the Purchaser takes title to the Property:
- 12.6.1 The transferee and its successors in title or assigns of the within mentioned property shall upon transfer of the within mentioned property become a member of the **ELAWINI HOME OWNERS ASSOCIATION (RF) (NPC)** Registration Number 2007/005261/08, (hereinafter referred to as "the Association") and remain as such and be subject to its Memorandum of Incorporation and all Estate rules and architectural guidelines framed in terms thereof, until the transferee or each subsequent successor in title or assign ceases to be the registered owner of the property. The Association shall have full responsibility to promote the communal interest of owners and residents in the township, which will include but not be limited to maintenance of private roads, private open spaces and servitudes, sewer purification and sanitary services, electricity facility, security facilities, water supply and purification and storm water drainage.
- 12.6.2 Neither the property nor any interest therein shall be transferred to any person who has not bound him/her/itself in writing to become a member of the Association.
- 12.6.3 The purchaser and its successors in title or assigns shall not be entitled to transfer the property without a clearance certificate from the said Association certifying that all amounts owing by the registered owner to the aforesaid Association have been paid.
- 12.7 In the event of the Registrar of Deeds requiring the amendment of the conditions in clauses 12.6.1 to 12.6.3 above in any manner in order to affect registration of same, the Purchaser hereby agrees to such amendment.

### 13. DEVELOPMENT OF THE ESTATE

- 13.1 The Purchaser agrees, acknowledges and records that he is aware of the intention to erect and complete buildings and further facilities at different times and in different phases on the remainder of the Estate, which intention may be varied or withdrawn by the Seller and/or the owners of the adjacent properties for any reason it believes necessary or desirable in its sole discretion.
- 13.2 The Purchaser acknowledges that the erven in the Township of which the Property is one, are not yet fully developed, that building operations will take place upon adjacent or neighbouring subdivisions of the Estate or erven in the township and that the said building operations may cause the Purchaser certain inconvenience, but that he shall have no claim whatsoever against the Seller or the Association or any other owner of an undeveloped portion for any such inconvenience.

### 14. BUILDING PERIOD AND BUILDING PLANS

- 14.1 The Purchaser or its successors in title or assigns shall:
- 14.1.1 lodge building plans for approval with the Local Authority within 3 (three) years from Transfer Date;
- 14.1.2 90 (ninety) days prior to the lodgement of building plans at the Local Authority as referred to in clause 14.1.1 also submit such building plans to the Aesthetics

- Committee for approval of the building plans and the design of the structure in accordance with the Aesthetical Design Manual. The approval by the Aesthetics Committee shall not be unreasonably withheld and such comment/approval shall be made available by the Aesthetics Committee within 30 (thirty) days of receipt of the documents;
- 14.1.3 the approval of plans by the Aesthetics Committee shall be subject to the payment of a scrutiny fee by the Purchaser to the said Committee, which fee shall be determined from time to time by the said Committee and is payable within 7 days of submitting such building plans to the Aesthetics Committee in terms of 14.1.2;
  - 14.1.4 ensure that the building contractor appointed by the Purchaser to construct the Improvements on the Property contractually binds itself to the Purchaser for full compliance with the Estate Rules, as the Purchaser shall be responsible towards the Association for full compliance by the contractor with all such rules at all times and in all respects;
  - 14.1.5 be obliged to arrange for the commencement of the erection of Improvements on the Property in accordance with the approved building plans, Aesthetical Design Manual and the Plans and Specifications within a period of 2 years and 3 months (two years and three months) from Transfer Date and shall further be obliged to complete erection of Improvements within 3 (three) years from Transfer Date;
  - 14.1.6 pay for costs of drawing and approval of the building plans and plans and specifications of the Improvements;
  - 14.1.7 the Association shall be entitled to obtain payment of a refundable sidewalk deposit to be determined from time to time, from the Purchaser upon submission of his building plans to the Aesthetics Committee to cover the costs of reinstating the public sidewalk, where the owner or building contractor may fail to reinstate such sidewalks.
- 14.2 The Purchaser acknowledges that he has acquainted himself with the contents of the Aesthetical Design Manual and that he is aware of the building restrictions contained therein and herewith binds himself irrevocably thereto.
- 14.3 Should the Purchaser fail to complete erection of Improvements within 3 (three) years of Transfer Date, then, in that event, the Purchaser shall in addition to the levy payable in terms of clause 12.5 hereof to the Association, become liable for the payment to the Association of a monthly penalty levy, from date of non-compliance as set out above until date of the full compliance therewith by the Purchaser, both days inclusive, in a sum equivalent to the amount of the monthly levy as payable in terms of clause 12.5 hereof. The aforesaid penalty levy shall escalate after every completed period of 12 months after date of non-compliance with a further sum equivalent to the monthly levy as determined by the Association at that time. Accordingly the penalty levy shall for example amount in the second twelve-month period of non-compliance to twice the monthly levy payable; and during the third twelve-month period of non-compliance to three times the monthly levy payable. To the extent that rights are created in this Agreement in favour of the Association, signature of this Agreement on behalf of the Seller shall be deemed to be acceptance by and on behalf of the beneficial Association.
- 14.4 The Seller shall be entitled to procure that in addition to all other conditions of title and/or subdivision referred to above, 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:

*“The transferee or its successors in title or assigns to the within mentioned property is obliged to complete the erection of improvements constituting a dwelling house on the property within 3 (three) years from the date of registration of transfer from the township developer to the initial purchaser thereof. Should the transferee or its successor in title or assigns fail to complete it within the aforesaid time period, the transferee or its successor in title or assigns shall in addition to any other levies payable to the ELAWINI HOME OWNERS ASSOCIATION (RF) (NPC) Registration Number 2007/005261/08, become liable for the payment to the Association of a monthly penalty levy, from date of non-compliance as set out above until date of the full compliance therewith by the transferee or its successor in title or assigns, both days inclusive, in a sum equivalent to the amount of the monthly levy payable to the Association at that time. The aforesaid penalty levy shall escalate after every completed period of 12 months after date of non-compliance with a further sum equivalent to the monthly levy, as determined by the Association at that time.”*

14.5 In the event of the Registrar of Deeds requiring the amendment of the conditions in clauses 14.4 above in any manner in order to affect registration of same, the Purchaser hereby agrees to such amendment.

**14.6 The Purchaser shall make no improvements or other alterations whatsoever to the property prior to the registration of transfer without written consent from the Seller.**

## **15. OFFER AND ACCEPTANCE**

15.1 Should the Purchaser sign this agreement prior to the Seller, then by his signature hereto, the Purchaser offers irrevocably to purchase the Property for the price and on the terms and conditions herein contained and the Purchaser undertakes not to withdraw this offer for a period of 30 (thirty) days.

15.2 On signature by the Seller and the Purchaser, or their duly authorised representatives, of this document, a valid contract of purchase and sale in terms hereof shall immediately come into full force and effect between the parties and it shall not be necessary for the Seller to communicate the fact of his acceptance to the Purchaser.

## **16. CONDITION OF PROPERTY**

16.1 The Property hereby purchased is unimproved land and has been identified by the Purchaser.

16.2 The Property is sold as inspected by the Purchaser, including soil conditions and is sold and will be transferred subject to all the conditions and servitudes mentioned or referred to in the Seller's title deed, and especially subject to the conditions set out in the relevant town planning scheme, in the Conditions of Establishment of the Township and in this agreement.

16.3 Should the Property have been erroneously described in this agreement then the correct description of the Property as set out on the General Plan shall be applicable, and this agreement shall automatically be deemed to be so amended and the Purchaser shall regardless of the discrepancy take transfer of the correct Property in compliance with the terms of this agreement.

16.4 The Seller shall not gain by any excess, nor shall the Seller be responsible for any diminution in the area of the Property that might be revealed through any re-survey of the Property.

16.5 The Purchaser acknowledges that the beacons of the property have been pointed out to him and that the Seller will have no further obligation in this regard after date of this agreement.

16.6 The Purchaser acknowledges that the soil condition of the property may require special foundations such as reinforced and/or floating foundations and the Purchaser acknowledges that the Seller will have no obligation in this regard.

## 17. BREACH

- 17.1 Should the Purchaser's estate be provisionally sequestrated or liquidated as insolvent or placed under judicial management prior to transfer of the Property to the Purchaser or should the Purchaser commit a breach of any provision of this agreement and should he fail to remedy such breach within 7 (seven) days of the date of receipt of written notice from the Seller calling upon him to do so, the Seller shall have the right, without prejudice to any other rights available in law:
- 17.1.1 to cancel this agreement by written notice to the Purchaser. The cancellation shall be deemed to take effect four (4) days after the date of receipt of the notice by the Purchaser. In the event of cancellation and on such date of cancellation:
    - 17.1.1.1 the Purchaser shall deliver possession and occupation of the Property and any improvements thereon to the Seller at the Purchaser's expense;
    - 17.1.1.2 prior to transfer of the Property to the Purchaser, the Purchaser shall have no claim for compensation for any improvements of any nature whatsoever on the Property, which improvements shall vest in the Seller;
    - 17.1.1.3 any amounts paid by the Purchaser to the Seller shall be retained for the Seller's pre-estimated and/or liquidated damages, or alternatively the Seller may institute action against the Purchaser for recovery of the actual damages suffered by the Seller and to retain all payments received in terms of the agreement pending determination of such actual damages.
  - 17.1.2 to claim immediate specific performance in accordance with the terms of the agreement including payment of all amounts payable in terms of this agreement, whether or not such amounts are then due for payment, together with any damages suffered by the Seller in consequence of the Purchaser's default.
- 17.2 Notwithstanding the foregoing and without prejudice to the Seller's other rights in terms of this agreement and in law, should the Purchaser fail to deliver the guarantees timeously or fail to pay any transfer costs or other amounts due and payable in terms of this agreement on its due date, or should the Purchaser cause the registration of transfer to be delayed in any way, the Purchaser shall forthwith from such date of failure to deliver the guarantees or to effect payment, until date of receipt of guarantees or payment by the Seller/Conveyancer; or from the date of the commencement of the delay occasioned by the Purchaser until such date that the aspect causing the delay has been resolved, as the case may be, be liable to pay interest to the Seller on the Purchase Price at the prime lending rate charged by Absa Bank Limited during the period aforesaid plus 2% (two percent), which interest shall be payable on demand by the Seller.

## 18. JURISDICTION

For the purpose of all or any proceedings hereunder the parties hereby consent to the jurisdiction of the Magistrate's Court notwithstanding that such proceedings are otherwise beyond its jurisdiction. Signature hereof by the Purchaser shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrate's Court Act or any amendment thereof, provided, nevertheless, that the Seller shall have the right as its sole option and discretion to institute proceedings in any other competent court.

## 19. DOMICILIA CITANDI ET EXECUTANDI

- 19.1 The Seller and the Purchaser hereby record the addresses on page 1 of this Agreement as their addresses in the Republic which they select as their respective *domicilia citandi et executandi* for the service of any notice or demand.
- 19.2 Any notice or document to be given by or to either party in terms of this agreement may be hand delivered, sent by prepaid registered mail or sent by e-mail to the address(es) indicated by such

party on page 1 of this agreement.

19.3 Any notice dispatched to a party by pre-paid registered mail to such party's chosen postal address will be deemed to have been received by such party and its contents to have come to such party's attention on the 5th (fifth) day after the day on which it is posted in the Republic of South Africa or on the date upon which the notice is successfully transmitted to the other party's chosen e-mail address, provided such e-mail is transmitted during ordinary business hours, otherwise it would be deemed to have been received on the next business day or on the date it was delivered at the chosen *domicillium cit et executandi*.

19.4 Any party is entitled to change their postal address, physical address and/or e-mail address by written notice thereof to the other party.

**20 WHOLE CONTRACT AND WAIVER**

20.1 The parties hereto acknowledge that the aforewritten agreement constitutes the entire contract between them and that no other conditions, stipulations, warranties or representations whatsoever, expressly or impliedly, have been made by either party or his/her agents other than such as may be included herein and signed by the parties thereto. The parties further acknowledge that no amendment to or consensual cancellation of this agreement shall be of any force and effect unless reduced to writing and signed by the parties hereto.

20.2 No indulgence, extension of time for any payment, latitude or concession in respect of the performance of any obligation imposed hereunder, granted or allowed by the Seller to the Purchaser at any time shall under any circumstances be deemed to be a waiver by the Seller of any of its rights against the Purchaser arising herefrom, or as a novation of any such obligation, or as a precedent, and shall not in any way affect, diminish or prejudice any of the Seller's rights against the Purchaser, or any surety for the Purchaser in terms hereof, and the Seller shall be entitled at any time to demand strict and punctual fulfilment of all the Purchaser's and such surety's obligations hereunder, despite any such indulgence, extension, latitude or concession.

**THUS DONE AND SIGNED BY THE PURCHASER/S ON THE DATES AND AT THE PLACE STATED HEREUNDER.**

DATE \_\_\_\_\_

PLACE \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PURCHASER / REPRESENTATIVE  
with the signatory being

\_\_\_\_\_  
(Full names)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SPOUSE

\_\_\_\_\_  
(Full names)

**THUS DONE AND SIGNED BY THE SELLER ON THE DATES AND AT THE PLACE STATED HEREUNDER.**

DATE \_\_\_\_\_

PLACE \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
on behalf of THE SELLER

\_\_\_\_\_  
WITNESS

**THUS DONE AND SIGNED BY THE ASSOCIATION ON THE DATE AND AT THE PLACE STATED  
HEREUNDER IN ACCEPTANCE OF THE RIGHTS PERTAINING TO THE PENALTY LEVIES.**

DATE \_\_\_\_\_

PLACE \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
for the ASSOCIATION

\_\_\_\_\_  
WITNESS

**THUS DONE AND SIGNED BY THE AGENT ON THE DATE AND AT THE PLACE STATED HEREUNDER IN  
ACCEPTANCE OF THE RIGHTS PERTAINING TO THE COMMISSION.**

DATE \_\_\_\_\_

PLACE \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
for the AGENT

\_\_\_\_\_  
WITNESS

PARTICULARS OF PURCHASER[S] / CO-PURCHASER[S] / SPOUSE / SIGNATORY
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Title			
Surname			
First Names			
Date of Birth			
Identity No			
Marital Status (please tick)	In CoP	Out of CoP	Other
Spouse : Names			
Spouse : Identity No			
Language Preference			
Residential Address			
Postal Address			
Residential Telephone No			
Residential Fax No			
E-Mail Address			
Name of Employer			
Address of Employer			
Business Telephone No			
Business Fax No			
Cellular Telephone No			
Alternative Contact Person			
Relationship			
Telephone No			
PARTICULARS OF COMPANY, CC, TRUST :			
Name			
Registration No			
Registered Address			