

**"THE GLADES"
DUNKIRK ESTATE**

RE-SALE AGREEMENT – SECTIONAL TITLE

between:

("the purchaser")

Postal address:

Domicilium:

Telephone:

(h) _____ (b) _____

Telefax:

e-Mail:

and

("the seller")

Postal address:

Domicilium:

Telephone:

Telefax:

e-Mail:

1 Purchase and sale

1.1 The seller hereby sells to the purchaser who purchases upon the terms and conditions set out herein and on the Conditions of Sale annexed hereto as Annexure "A" the unit established in terms of the Sectional Titles Act comprising:

1.1.1 Section No:..... in the Sectional Title Scheme known as "The Glades" in extent approximately square metres, which

section is shown on the plan and the site plan attached hereto as Annexure "B".

- 1.1.2 An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota of the said section to be specified in the schedule to be endorsed on the Sectional plan.

Total purchase price: R _____

Transfer duty shall be payable by the purchaser in respect of this sale.

- 1.2 The purchaser acknowledges that the developer has established 8 of the 26 residential units in the scheme on Erf 73 Dunkirk Estate, Registration Division FU, Province of KwaZulu – Natal, in extent approximately 13168m², as a Sectional Title Scheme known as "The Glades" in terms of the provisions of the Sectional Titles Act, No 95 of 1986, or any amendment thereof.

2 Payment of purchase price

The purchase price shall be secured by the purchaser as follows:

- 1.1.1 The purchaser shall lodge a deposit of R..... (....%) with Venns Attorneys., 218 Pietermaritz Street, Pietermaritzburg, 3201; or.....("the conveyancers") upon the signing of this agreement, which sum shall be retained by the conveyancers in trust in an interest-bearing account with interest accruing for the purchaser pending transfer. Payments to the conveyancers shall be made in cash or by cheque, or alternatively to the following account:

Name: Venns Attorneys
Bank: Standard Bank of South Africa Limited
Branch: Longmarket Street, Pietermaritzburg
Branch code: 05 75 25
Account: 0522 44326
Type: Cheque account
Ref: The Glades Apartments Section.....

OR

Name:	
Bank:	
Branch:	
Branch code:	
Acc No.:	
Ref:	The Glades Apartments Section.....

- 2.1 The purchaser shall lodge with the conveyancers, either a guarantee acceptable to them or, alternatively, cash for the balance of the purchase price within 30 days of the date of the purchaser's signature to this agreement. In the event of the purchaser paying the balance of the purchase price in cash, then it shall be held by the conveyancers in accordance with the provisions of 1.1.1 above.
- 2.2 The guarantee will be expressed payable on the date of transfer.
- 2.3 The purchaser shall secure the transfer duty / VAT payable on this transaction by means of either cash or a guarantee acceptable to the conveyancers, to be lodged within the said 30-day period.
- 2.4 The conveyancers shall pay the purchase price, together with VAT (if applicable) to the seller upon registration of transfer of the Unit into the name of the purchaser. Interest, which accrues on all the cash deposits, shall be paid or credited to the purchaser upon registration of transfer of the unit into the name of the purchaser.
- 2.5 In the event of any of the amounts or guarantees due by the purchaser in terms of this agreement not being paid or lodged on due date, then interest shall accrue on such outstanding amounts from the date when such payment or guarantee was due until the date when the payment or guarantee is lodged with the conveyancers. Interest shall be calculated at the prime overdraft rate of the Standard Bank of South Africa Limited and compounded monthly in arrears.
- 2.6 The purchaser hereby agree to comply with all the terms and conditions of the Financial Intelligence Centre Act ("**FICA**") and to furnish the conveyancers with such documentation as they may require to satisfy themselves that the terms of FICA are complied with and the purchaser acknowledges that any failure to provide the said FICA documentation shall prohibit the conveyancers from investing any cash deposit in an interest bearing account as provided for in 2.1 above.

3 Suspensive conditions

This agreement is subject to the following suspensive condition being fulfilled, namely:

- 3.1 To the purchaser selling his house/apartment situated at

 by the 2017
- 3.2 The granting of a mortgage bond for the sum of R..... in accordance with the provisions of clause 4 hereof, within 30 days of the purchaser signing this agreement.

3.3 In the event of a mortgage bond for the amount referred to in clause 3.1 above not being granted in accordance with and subject to the provisions of clause 4 below, then either party may cancel this agreement upon written notice to the other party and no party shall have any claim against the other for damages and all funds paid by the purchaser to the conveyancers shall be refunded together with interest, less an administration fee of R250.00 inclusive of VAT.

3.4 The offer is valid until the offer is valid until 16H00 on the/...../2017 and will be null and void if not accepted by the Seller before the stipulated date.

4 Mortgage bond

4.1 In the event of the purchaser requiring a mortgage bond for the amount referred to in clause 3.2 above, this condition will be deemed to have been fulfilled upon a financial institution lodging a letter, acceptable to the conveyancers, confirming that a mortgage bond has been granted to the purchaser upon the normal terms and conditions applicable to home loans. It is expressly recorded that a "pledge/pre-bond approval" does not constitute the necessary approval in terms of this agreement.

4.2 The seller shall be entitled to extend the said 30-day period by a further period of 30 days at its sole discretion and the purchaser hereby authorises the seller and/or the agent to assist in the obtaining of the mortgage bond. The purchaser hereby agrees to supply such information as may be required by the financial institution to enable the financial institution to consider the purchaser's application.

4.3 In the event of the purchaser not providing the necessary information to the financial institution within 10 days of being called upon to do so by the financial institution, the agent or, alternatively by the bond originator handling the application on behalf of the purchaser, and the mortgage bond not being granted on due date then the seller shall be entitled to cancel this agreement and retain the deposit paid in accordance with the provisions of clause 1.1.1 above.

5 Phased development

This sale is subject to the following special conditions, which will be imposed by the Developer in terms of Section 11(2) of the Act:

The developer, in terms of section 25 of the Act, hereby reserves for itself the real right to extend, for its personal account, the scheme by the erection and completion from time to time but within a period of 25 years of further buildings and to extend the scheme in terms of further phases.

6 Estimated monthly levy

The estimated monthly levy at the date of signature of this Contract of Sale shall be R.....per square meter of the section area, as determined in the sectional plan of the scheme, per month which amount will include the compulsory contribution to the Homeowners Association in terms of clause 8 of the Conditions of Sale attached hereto as Annexure "A".

7 Occupation Date

The occupation date will be

Signed at this day of2017

As witness:

.....

.....

PURCHASER

I acknowledge that I am acquainted with and understand the contents of this contract and that all the annexures referred to in this contract were attached hereto when I signed same.

.....

Consenting spouse

This portion to be signed by spouse / parent / legal guardian / member / director/ trustee in the event of the PURCHASER being a person married in community of property / minor / close corporation / company / trust.

.....
(Full names)

of
.....
.....
(Full address and telephone number)

hereby consents to the conclusion of this contract and guarantees and binds himself as surety for and co-principal debtor in solidum with the PURCHASER to the SELLER for the due and punctual fulfilment and discharge of all the conditions and obligations undertaken by the PURCHASER to the SELLER pursuant to this contract, under renunciation of the benefits of excussion and division with the meaning and effect of which benefits and the renunciation thereof he acknowledges himself to be acquainted. No variation or amendment or novation of the contract shall prejudice the suretyship obligations hereby undertaken by the undersigned guarantor, the object being that the undersigned guarantor will at all times be liable as surety and co-principle debtor, even if the contract is varied of amended or novated and even if the PURCHASER is granted an indulgence by the SELLER.

Signed by the guarantor at on this

..... day of 2017

As witnesses:

1.....

2.....

.....
Guarantor

DATED at this day of 2017

As witness:

.....
.....
SELLER

I, the undersigned hereby accept the benefits conferred under this agreement.

.....
The agent

Name and initials:

Representing: .

Telephone number.

CONDITIONS OF SALE

1 Definitions and interpretation

- 1.1 For the purposes of the contract of sale and the conditions of sale, unless the context indicates to the contrary –
- 1.2 "**architect**" means Jay + Nel Architects;
- 1.3 "**this contract**" means the contract of sale and all Annexures thereto;
- 1.4 "**contract of sale**" means the Contract of Sale to which these conditions of sale are Annexure "A";
- 1.5 "**conditions of sale**" means these conditions of sale;"**conveyancers**" means Venn Nemeth & Hart Inc, 281 Pietermaritz Street, Pietermaritzburg, 3201; or the selected conveyancers given in Clause 2.1 of the Contract of Sale.
- 1.6 "**date of occupation**" means the date of registration of the unit into the name of the purchaser or, if applicable, the earlier date as specified in the Contract of Sale;
- 1.7 "**the Developer**" means the Trustees of the Dunkirk Development Trust No: IT 999/03
- 1.8 "**property**" means collectively the land and buildings on ERF 73, Dunkirk Estate, Registration Division FU, Province of KwaZulu-Natal, in extent 13168m², as will more fully appear outlined on the layout plan Annexure "B" hereto;
- 1.9 "**purchaser**" means the purchaser in terms of this contract;
- 1.10 "**real right of extension**" means the right to extend the scheme by the erection of the Unit or Units (in accordance with the plan and the layout plan and other specifications set out in this contract) which has been reserved by the developer in terms of Section 25 of the Act.
- 1.11 "**scheme**" means the sectional title scheme to be known as: "THE GLADES, Dunkirk Estates" and comprising the property and all buildings constructed and to be constructed on the property;

- 1.12 The "**Homeowners' Association**" ("**HOA**") shall mean a company to be established in terms of Section 21 of the Companies Act, 61 of 1973, whose function it will be to manage all the common affairs of the homeowners in Dunkirk Estates, in particular the maintenance of the roads and common areas. Membership of the Homeowners Association will be compulsory and will be registered as a condition of title against each individual unit.
- 1.13 "**unit**" means the unit specified in paragraph 1.1.1 of the contract of sale established in terms of the Act, and comprising –
- 1.13.1 The Section to comprise the apartment, which section is shown on the plan and the site plan attached hereto as Annexures "B";
- 1.13.2 The section to comprise the garage, which section is shown on the plan and the site plan attached hereto as Annexures "B";
- 1.13.3 and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as specified in a schedule endorsed on the sectional plan.
- 1.14 "**site plan**" means the site plan attached as Annexure "B" to the Conditions of sale;
- 1.15 "**Act**" means the Sectional Titles Act No. 95 of 1986 (as amended) and any regulations in force thereunder;
- 1.16 "**plan**" means the building plan being Annexure "B" to the Conditions of sale;
- 1.17 "**The Estate**" means the Dunkirk Estate, the current boundaries of which are shown on the plan annexed hereto marked "Annexure C";
- 1.18 "**body corporate**" - the body corporate referred to in section 36 of the Act established in respect of the buildings;
- 1.19 "**common property**" - the land and such part of the buildings as are not included in any section;
- 1.20 "**the manager**" - the managing agent as appointed by the developer;
- 1.21 "**participation quota**" - in relation to a section shall be specified in the schedule to the sectional plan as amended from time to time;
- 1.22 "**the rules**" - the rules as referred to in clause 21 hereof;
- 1.23 "**the sectional title register**" - a sectional titles register in respect of the land and the building/s comprised in the scheme from time to time;

- 1.24 **“the schedule”** - shall mean the schedule prefixed to this agreement;
- 1.25 **“the unit”** - shall have the meaning defined in the Act and with regard to the unit hereby sold shall mean the unit which is specified in the schedule;
- 1.26 words importing a gender shall include all genders and the singular shall include the plural and vice versa;
- 1.27 words or expressions defined in the Act shall have the same meanings in this contract unless this contract specifies to the contrary;
- 1.28 clause headings are inserted purely for convenience and shall not be relevant in interpreting the contents of the clauses to which they relate;
- 1.29 if the purchaser consists of more than one person, such persons shall be jointly and severally liable in solidum for all their obligations in terms of this contract;
- 1.30 if any provision of this contract is unenforceable for any reason whatever, such provision shall be deemed to be separate and severable from this contract, without in any way affecting the validity of the remaining provisions of this contract.

2 **Purchaser's acknowledgements**

The purchaser acknowledges that he is aware and fully acquainted with the Dunkirk Development and the scheme and in particular that:

- 2.1 the property falls within the Dunkirk Estate and as such will be subject to the rules and regulations of the Estate as amended from time to time by the Homeowners Association;
- 2.2 the Scheme and the Estate shall be managed by a Homeowners' Association in addition to a Body Corporate and that, in addition to the purchaser being a member of the Body Corporate, the purchaser shall also be obliged to be a member of the Homeowners' Association;
- 2.3 the unit is sold in accordance with the sectional plan and the participation quota endorsed thereon subject to any modification or alterations which may be made thereto from time to time in accordance with the provisions of the Act or of any authority; and subject to the conditions of title that may be incorporated therein;
- 2.4 The precise boundaries of the section forming part of the unit hereby sold shall be as depicted upon the sectional plan as approved in terms of the Act.

- 2.5 if the areas of common property are found not to correspond to those set out in the agreement, the seller shall not be liable for any shortfall nor shall he be entitled to claim compensation for any surplus;
- 2.6 the management and conduct rules contained in the regulations to the Act shall apply subject to any changes and modifications allowed by the Act and which the seller may deem necessary provided that such rules may grant to the members of the body corporate, the sole and exclusive use of areas of the common property as envisaged in Section 27(A) of the Act;
- 2.7 the unit is sold subject to the Memorandum and Articles of Association of the association, with which the purchaser declares himself fully acquainted.
- 2.8 The purchaser acknowledges that, notwithstanding anything contained herein or elsewhere, no dwelling or other structure shall be erected on any property within the estate (including the property on which the scheme is laid out) save in accordance with building plans that have been submitted to and approved of in writing by the Association and the local or any other competent authority and no work whatsoever shall commence in this regard until such time as the relevant approvals have been obtained, Further any building or other structure erected on any property within the estate shall be constructed by a contractor approved of by the developer and supervised by a professional architect.
- 2.9 The purchaser waives all claims against the developer for any loss or damage to property or injury to person which the purchaser may sustain in or about the unit, or any other portion of the estate and indemnifies the developer against any such claim that may be made against the developer by a member of the purchaser's family, or any tenant, nominee, invitee or other person who occupies the unit or goes upon the estate by virtue of the purchaser's right thereto, for any loss or damage to property or injury to persons suffered in or about the unit, or any other part of the estate however such loss or damage to property or injury to person may be caused.

3 Additional rights acquired / exclusive use areas

- 3.1 The Body Corporate shall make rules, in terms of section 27(A) of the Act, which confer rights of exclusive use enjoyment in favour of the purchaser, of those parts of the property described as areas of exclusive use.
- 3.2 The purchaser's rights in terms of this clause may not be sold or otherwise disposed of to anyone except the person to whom the purchaser sells or disposes of the unit.

4 Seller's warranties and indemnity

- 4.1 Save as provided in this contract, the purchaser purchases the unit voetstoots and shall have no claim against the seller in respect of any defects whether latent or patent in the unit or the common property of the scheme.

4.2 The purchaser acknowledges that the developer and/or its agents, contractors and workmen may be engaged in erecting other dwellings, driveways and other structures on the property and the Estate and the purchaser agrees that the developer and/or its agents, contractors and workmen shall at all times have reasonable access to the property for the purposes of carrying out such work as may be necessary to enable the developer to procure the erection and layout of the aforementioned dwellings, driveways and other structures. The purchaser shall have no claim whatsoever against the developer by reason of any inconvenience or interference with the purchaser's rights arising here out and the purchaser shall not, in any way whatsoever, interfere with the performance of the aforesaid work.

5 Occupation Date

The seller hereby undertakes to give to the purchaser occupation of the unit by the date stipulated in clause 7 of the contract of sale, provided the purchaser has paid or duly secured the Total Consideration referred to in 1.1.2 of the contract of sale.

6 Right and obligations in respect of occupation

6.1 From the date of occupation the purchaser –

6.1.1 shall be entitled to beneficial occupation of the unit as if he was the owner thereof, and the unit shall be used for residential purposes only and for no other purpose whatsoever. The maximum number of persons that shall be entitled to occupy the unit shall be determined by multiplying the number of bedrooms in the unit by two. The garage shall be used only for the parking of motor vehicles.

6.1.2 shall, at his own expense, maintain the interior of the unit in a good, clean and thoroughly tenantable and attractive condition, and where necessary repair or refurbish any damaged item and replace any lost item;

6.1.3 shall, at his own expense, maintain in a good working order and condition all electrical, plumbing and sewerage installations and appurtenances of whatever nature, serving the unit;

6.1.4 shall, if the unit is separately metered for the supply of electricity and/or water thereto, make arrangements with the suppliers to obtain the relevant connections and shall pay for any consumption thereof;

6.1.5 shall be entitled to the use and enjoyment, along with the purchasers of other dwellings erected or to be erected on the property, of those parts of the common property of the scheme and the Estate not subject to rights of exclusive use by such purchasers, subject to the rules;

6.1.6 shall at all times comply with the provisions of the Act and the rules;

- 6.1.7 waives all claims against the seller or developer for any loss or damage to property or any injury to person which the purchaser may sustain in or about the unit, any other part of the scheme and the Estate and indemnifies the seller and developer against any such claim that may be made against the seller or developer by a member of the purchaser's family or any tenant, nominee, invitee or any other person who occupies the unit and/or goes upon the property or the Estate by virtue of the purchaser's rights thereto, for any loss or damage to property or injury to person suffered in or about the unit, any other part of the scheme and the Estate howsoever such loss or damage to property or injury to person may be caused;
- 6.1.8 shall not, without the prior written consent of the Body Corporate make or cause or allow to be made any change or improvements to the unit or remove or demolish any improvements whatever. If any such changes or improvements are made, with or without the prior written consent of the Body Corporate the purchaser shall not have any claim against the Body Corporate in respect of any expenditure upon or improvements to the unit.
- 6.2 With effect from the date of occupation until the date of registration of the unit into the name of the purchaser (both days inclusive), the purchaser shall pay to the seller, monthly in advance on the first day of each and every month, occupational rental in the amount of 1% below the mortgage bond rate as charged by the seller's bank from time to time on the total purchase price reflected in clause 1.1.2 of the Contract of sale and shall also be liable for the payment of the levy referred to in clause 6 of the contract of sale with effect from the date of occupation.
- 6.3 The purchaser shall be liable for the payment of all services provided to the unit including telephones, television, electricity and water and any deposits payable in connection with the supply of any such services.
- 6.4 All the benefit of and risk in and to the unit shall pass to the purchaser on the date of occupation.
- 6.5 The Body Corporate either personally or through his servants or agents shall be entitled at all reasonable times to have access to the unit for the purpose of inspection or to carry out any maintenance or repairs whether relative to the unit or not, and the purchaser shall have no claim against the Body Corporate for any disturbance in his occupation arising out of the exercise of the rights hereby conferred.
- 6.6 The purchaser shall not use the unit or permit it to be used in such manner or for such purposes as shall cause a nuisance to any occupier of any dwelling erected on the property or interfere with the amenities of the property or so as to breach the rules or any law, ordinance or by-law or provision of the Town planning Scheme in force in relation to the property.

6.7 The Body Corporate shall:

6.7.1 maintain the common property and keep it in a state of good and serviceable repair, including any structural repairs to the improvements erected thereon;

6.7.2 maintain and repair all pipes, wires, cables and ducts existing on the land or in the building and capable of being used only in connection with the enjoyment of more than one section or of the common property, provided however that notwithstanding anything to the contrary herein contained, the seller shall be entitled to effect any repairs to the building (including the section) and/or the land even though the seller is not obliged to effect such repairs in terms of this agreement.

6.7.3 notwithstanding anything to the contrary contained in this agreement in the event of the seller being unable to transfer the unit to the purchaser by reason of either destruction of the building or expropriation of the land or in the event of destruction of the section to the extent that the purchaser is deprived or likely to be deprived of beneficial occupation thereof for a period of six months or longer, either party shall thereupon be entitled within 21 days of the relevant event to resile from the agreement, and upon either party so doing, the seller shall refund to the purchaser, any portion of the purchase price that the purchaser may have paid to the seller.. Within 14 days of such refund having been made, the purchaser shall vacate the section, unless he has already vacated or been deprived of possession thereof and save as aforesaid shall have no further claim against the seller. If there is any dispute as to the likely period for which the purchaser will be deprived of beneficial occupation of the section, such dispute shall be referred to the architect whose decision shall be final and binding and who shall act as an expert and not as an arbitrator;

6.7.4 be entitled to exercise all the rights and enjoy the capacity which it would have in a body corporate which comes into existence in terms of the Act in respect of the land and the buildings.

7 **Levy and other charges**

The purchaser accepts liability with effect from the date of occupation for payment of a monthly levy in respect of those items referred to in Section 37(1)(a) of the Act and which levy shall include the contributions to the homeowners association.

Date of occupation will be the date that the section is transferred into the name of the Purchaser.

8 **Management of the estate**

8.1 The purchaser (in common with all property owners at Dunkirk Estate) shall be obliged to become a member of the Homeowners' Association ("HOA"). The purchaser shall remain a member of the HOA for so long as the purchaser owns the property. Any successors in title shall also be obliged to become a member of

the HOA. The title deeds to the property shall incorporate a condition to this effect.

8.2 All owners of properties situate within Dunkirk Estate shall pay a levy to the HOA. The responsibilities of the HOA shall be to manage the affairs of the Estate, including the landscaping, security, the upkeep of the common areas, administration and such other matters as may be of communal interest to its members.

8.3 The memorandum and articles of association of the HOA shall provide that during the development period, the developer shall be entitled to control the majority of the votes in the HOA and shall be entitled to nominate the majority of the board of directors of the HOA.

8.4 The HOA is a company incorporated in terms of Section 21 of the Companies Act No. 61 of 1973.

8.5 The purchaser hereby agrees to be bound by the terms and conditions of the memorandum and articles of association of the HOA and such other rules and regulations as the directors of the said company may from time to time impose in accordance with the provisions of the memorandum and articles of association of the respective companies.

9 **Stabilisation fund**

9.1 The developer has set up a Levy Stabilisation Fund, which shall be managed by the HOA. The purchaser hereby agrees to make a payment of **R3 000.00**, in addition to the purchase price, to such Levy Stabilisation Fund **upon registration of transfer of the unit** into the name of the purchaser.

10 **Managing agent**

It is hereby agreed that the developer or its nominee shall be entitled to manage the affairs of the HOA's and the Body Corporate during the development period and for a period of up to 5 years after completion of the development.

11 **Agent and agent's commission**

11.1 The purchaser warrants that the purchaser was introduced to the unit by the agent referred to in the Contract of sale ("**the agent**") and that the agent is the effective cause of this sale.

11.2 The seller shall pay the agent's commission in the sum of Plus VAT, which commission shall be paid by the conveyancers upon registration of transfer of the property into the name of the purchaser.

11.3 If the sale is cancelled through the default of the purchaser, then the agent shall have no claim against the seller but shall be entitled to recover commission from the purchaser.

12 Re-sale of properties

12.1 It is hereby agreed that should the purchaser wish to re-sell the unit during the development period of Dunkirk, then the purchaser shall be obliged to grant a sole mandate to the developer, or his nominated agent, who shall then grant such mandate to one or all of the approved agents, with a tariff commission payable to Dunkirk Real Estate (Pty) Ltd.

12.2 Only agents approved by the developer shall be entitled to sell properties at Dunkirk Estate during the development period.

12.3 The purchaser acknowledges that:

12.3.1 for reasons of security on the estate and due to the nature of the proposed development of the estate and the various matters about which any purchaser should become aware when buying into the estate, if the purchaser wishes to dispose of the unit, or any share therein or any subdivision thereof he shall, to the extent that he requires the services of an estate agent in regard to such disposal, do so in accordance with this clause;

12.3.2 this clause is inserted for the benefit of the developer, who shall be entitled to enforce its terms by law;

12.3.3 any owner who acquires the unit and who thereafter wishes to dispose of the unit, shall -

12.3.3.1 to the extent that he requires the services of an estate agent, do so exclusively through an estate agent nominated by the developer. In consideration for its rights herein, the developer shall procure that the commission payable to the nominated estate agent shall not exceed those recommended by the Institute of Realtors to its members or prescribed by regulation duly promulgated in terms of section 33(1)(b) of the Estate Agents Affairs Act, as the case may be; and

12.3.3.2 whether or not he utilises the services of an estate agent, include a clause in any document pursuant by which he disposes of the unit on the same terms precisely as this clause so that the developer shall always have the right to appoint the estate agent when the unit is sold or otherwise disposed of;

12.3.3.3 when the developer appoints an estate agent in terms hereof, it will do so as an agent in *rem suam* on behalf of the owner.

12.3.4 The purchaser further acknowledges that in the event of the purchaser being an artificial person, such as a close corporation, company or trust,

and in the event of the member, director, shareholder, trustee or beneficiary of the purchaser (as the case may be) wishing to dispose of the member's interest, shares or beneficial interest in the purchaser (as the case may be) he shall to the extent that such party requires the services of an estate agent in regard to such disposal, the provisions of this clause of this agreement shall apply *mutatis mutandis*.

12.3.5 When selling the unit, the purchaser shall utilise such documentation (including the standard Sale Agreement), prescribed by the association.

12.3.6 The purchaser shall not be entitled to sell or otherwise transfer ownership of the unit unless it is a suspensive condition of such sale or other transfer that the transferee, in a manner acceptable to the association, agrees to become a member and is admitted as a member of the association.

13 Breach

13.1 If the purchaser fails to pay on due date any instalment or other moneys which the purchaser may in terms hereof (provided that no notice need be given if the breach is the non-payment of the deposit or commits any other breach of any of the terms and conditions of this agreement (or of any of the rules and regulations to which the purchaser is subject in respect of the land and/or building, including the section), the seller shall be entitled without prejudice to any other remedies that it may have at law, if the purchaser fails to remedy such breach, default or non-payment within 10 days of despatch of written notice per prepaid registered or certified post or delivery thereof by hand calling upon the purchaser so to do:

13.1.1 to cancel this agreement, retake possession of the unit and:

13.1.2 claim all damages suffered by reason of the purchaser's breach of contract, in which event, pending the determination of such damages, the seller shall be entitled to retain in pledge, as security for the due payment by the purchaser of such damages, all amounts paid by the purchaser in terms of this agreement, and immediately the seller's claim for damages shall have been established, there shall be set off and credited against such damages the aforesaid amounts retained by the seller, provided that should such retained amounts exceed the damages so due to the seller, the seller shall refund the excess to the purchaser, but, that should the said damages exceed the said amounts retained, the purchaser shall be obliged to pay the amount of the shortfall to the seller on demand; or

13.1.2.1.1 claim payment of all arrear payments then due and retain all payments already made by the purchaser to the seller prior thereto, as *rouwkoop* or as a penalty or as liquidated damages; or

13.1.3 to claim immediate payment of the full balance of the purchase price interest and all other amounts payable by the purchaser in terms of this agreement.

13.2 If this agreement is cancelled as hereinbefore provided, the purchaser and all persons claiming a right of occupation through the purchaser, shall forthwith be obliged to vacate the unit and to deliver it to the seller. No lease or other right of

occupation in favour of the purchaser shall be created or come into existence by virtue of this agreement.

13.3 If the purchaser disputes the seller's right to cancel this agreement, then pending the determination of such dispute, the purchaser shall be obliged to continue to pay all amounts payable by him in terms of this agreement on the due dates thereof and the seller shall be entitled to accept such payments without prejudice to its rights of cancellation as aforesaid. If such dispute is decided in favour of the seller then such amounts so received by the seller after cancellation as aforesaid shall be deemed to have been paid to the seller prior to cancellation.

13.4 Should this agreement be cancelled in terms of this clause the purchaser shall not be entitled to claim or receive any compensation whatsoever from the seller for any alterations, additions or improvements effected to or on the section save only as otherwise provided by law.

14 **Arrears**

14.1 Any amounts in arrear in terms of this contract shall bear interest at the rate equal to 2 (two) percentage points above the minimum overdraft rate from time to time published by the Standard Bank of South Africa Limited as being its minimum overdraft rate to its prime customers in the private sector, which interest shall be calculated monthly in advance from the date that such amount became due to the date of payment, both days inclusive.

14.2 A certificate by any branch manager of the said bank as to such minimum overdraft rate from time to time shall be prima facie proof of such rate.

15 **Electrical Certificate and Pest Certificate**

15.1 The seller shall at the seller's own expense furnish a certificate of compliance from an accredited person in respect of all electrical installations on the unit in accordance with the requirements of the Electrical Installation Regulations made under the Machinery and Occupational Safety Act No. 6 of 1983. Such certificate shall be delivered to the purchaser prior to the date of possession.

15.2 The seller shall, before the transfer date and at the seller's expense, provide the purchaser with a certificate from a government approved entomologist certifying that any buildings on the property are free from infestation by timber destroying insects.

16 **Miscellaneous / Notices**

16.1 **addresses and notices**

16.1.1 For the purposes of this agreement, including the giving of notices and the serving of legal process, the parties choose *domicilium citandi et executandi* ("**domicilium**") at the addresses set out in the schedule.

16.1.2 A party may at any time change that party's *domicilium* by notice in writing to each of the other parties, provided that the new *domicilium* is in the Republic of South Africa and consists of, or includes, a physical address at which process can be serviced, such new address being effective on receipt by the addressee of such written notice.

16.1.3 Any notice given in connection with this agreement shall:

16.1.3.1 be delivered by hand; or

16.1.3.2 be sent by prepaid registered post; or

16.1.3.3 be sent by telefax (if the *domicilium* includes a telefax number),
to the *domicilium* chosen by the party concerned.

16.1.4 A notice given as set out above shall be deemed to have been duly given:

16.1.4.1 if delivered, on the date of delivery;

16.1.4.2 if sent by post, 7 days after posting;

16.1.4.3 if sent by telefax, on the day that the telefax is transmitted.

16.2 **entire contract**

This agreement constitutes the entire contract between the parties with regard to the matters dealt with in this agreement and no representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties.

16.3 **variation and cancellation**

No agreement varying, adding to, deleting from or cancelling this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.

16.4 **indulgences**

No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights

against the other which may have arisen in the past or which may arise in the future.

17 Waiver

No indulgences granted by a party shall constitute a waiver of any of that party's rights under this agreement.

18 Trusts, companies and close corporations

In the event of the signatory to this agreement signing in the capacity as trustee for a company or close corporation to be formed, then such signatory personally agrees that the company or close corporation shall be formed within 30 days of the signature of this agreement by the purchaser, and the signatory shall procure that the company or close corporation ratifies this agreement within 14 days of incorporation, failing which the property shall be transferred into the name of the signatory of this agreement.

19 Surety

If the purchaser under this agreement is a trust, company or close corporation, or if the purchaser signs in the capacity of a trustee for a company or close corporation to be formed, then the signatory of this agreement agrees to be personally bound as surety and co-principal debtor with the purchaser for all the purchaser's obligations under the agreement.

20 Beach Club

The purchaser hereby acknowledges having been made aware that the developer has acquired a beachfront property for the purpose of developing it as a Beach Club for the exclusive use of owners at Dunkirk Estate. This offer is subject to the condition that the purchaser agrees that the beachfront property shall be transferred to the Dunkirk HOA, or their nominee, and that the purchaser shall pay an amount of **R30, 000** to the HOA as an entrance fee to join such club. The HOA shall be obliged to accept all home owners as members of the club, and all home owners shall be obliged to become members of such club.

The amount is payable on date of transfer of the property.

The HOA shall be responsible for the management of the Beach Club and for determining the rules which are applicable to the use of such club.

21 Association rules

21.1 The purchaser acknowledges that the directors of the association shall be entitled at all times to lay down rules in regard to the following matters on the estate:

21.1.1 the preservation of the environment;

21.1.2 the right to keep any animal, reptile or bird;

21.1.3 the placing of movable objects upon or outside the buildings included in the estate, including the power to remove any such objects;

21.1.4 the storing of flammable and other harmful substances;

21.1.5 the conduct of any persons within the estate and the prevention of nuisance of any nature or any owner of immovable property;

21.1.6 the use of roads, pathways and open spaces;

21.1.7 the imposition of fines and other penalties to be paid by members of the association;

21.1.8 the use by owners or their tenants of buildings and all other structures and the upkeep, aesthetics and maintenance of such buildings; and

21.1.9 generally in regard to any other matter which the association from time to time considers appropriate;

and the purchaser undertakes and shall be obliged, with effect from the date of possession, to abide by such rules as if he was the owner of the property and to ensure that all tenants, nominees, invitees and other persons who occupy the property and/or go upon the estate by virtue of the purchaser's rights thereto, do likewise.

21.2 The purchaser further acknowledges that in the event of a conflict arising between a rule laid down by the association and a rule laid down by the body corporate, the purchaser will be bound by the rule of the association, which rule shall prevail and have precedence over the conflicting rule of the body corporate.

22 Letting

22.1 In order to ensure that any tenant of any dwelling on the estate is made aware of and complies with the association rules it is agreed that any lease in respect of the unit shall be reduced to writing, signed by the parties and shall comply with the association's requirements (which shall include, but shall in no way be limited to, an explanation of the association rules and an undertaking by the lessee to comply with same).

22.2 Further in the event of an owner leasing the unit on a short term basis (i.e. for a period of less than two months), then to the extent that the purchaser requires the

services of a rental agency, it shall be obliged to utilise an agency appointed by the association.

23 Sale prior to transfer

23.1 The purchaser shall not, save with the prior written consent of the seller, sell the unit prior to transfer.

23.2 In the event that the seller grants the consent in 23.1, such shall be on the condition that the developer's agent be appointed as marketing agents for the sale or the letting (whether for holiday or permanent purposes) of the unit, the purchaser hereby acknowledging that the agents have particular background knowledge, experience and. expertise in Dunkirk Estate.

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CONVEYANCER'S INFORMATION

Full names of purchaser:

Identity/Registration No.:

Marital status:

Unmarried

Married

If married:

Married IN community of property

Married OUT of community of property

Married ito the laws of a foreign country

If "foreign" marriage:

Place where married

Country

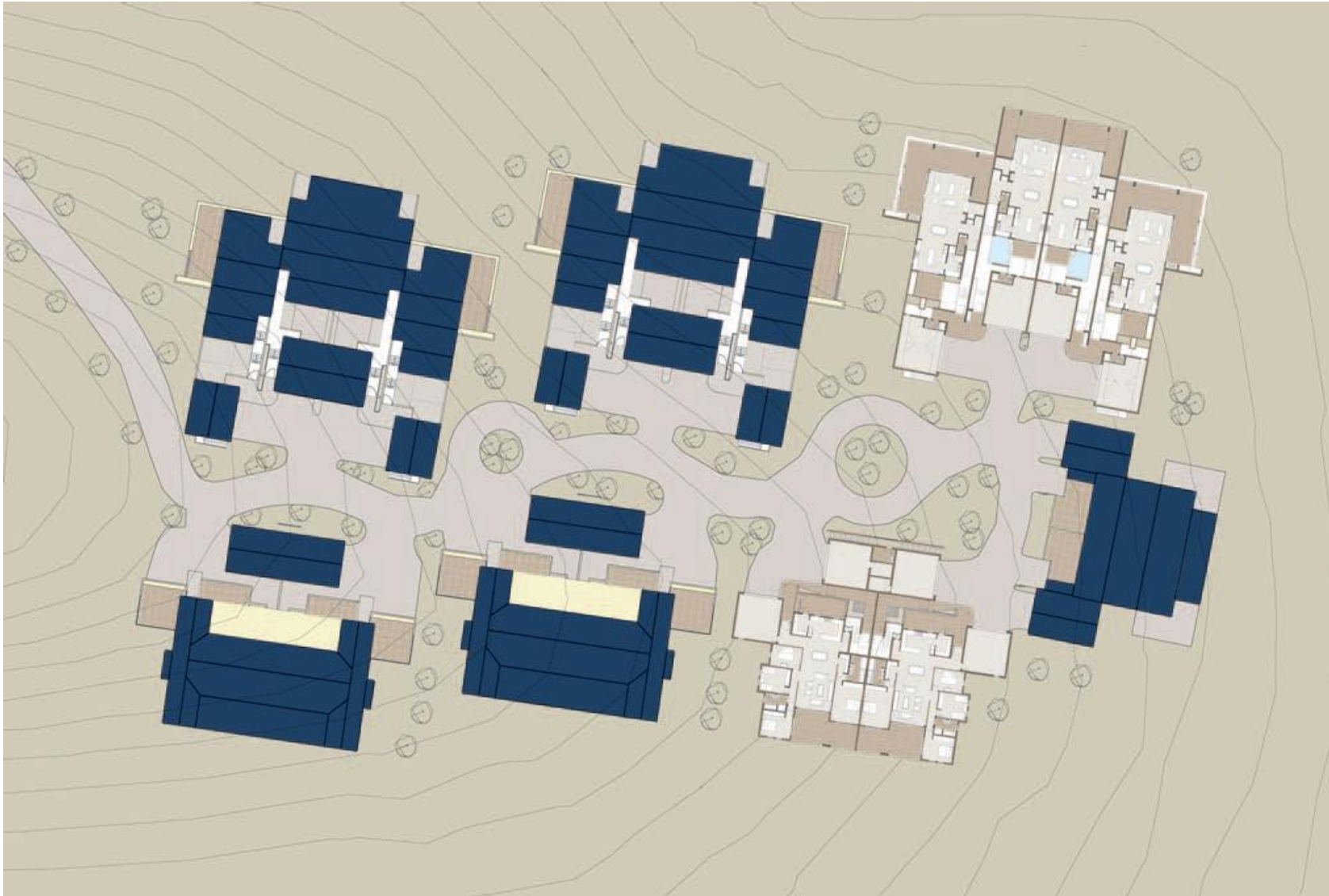
Date of marriage

Spouse's full names:

Spouse's ID No.:

_cvdm

ANNEXURE B – THE GLADES SITE PLAN



ANNEXURE C – DUNKIRK ESTATE SITE LAYOUT

