

THE GLADES

DUNKIRK ESTATES

AGREEMENT OF SALE - SECTIONAL TITLE UNIT

between

.....

("the seller")

Physical Address: c/o Venn Nemeth & Hart Inc, 281 Pietermaritz Street, Pietermaritzburg, 3201
Postal Address: P O Box 600, Pietermaritzburg, 3200
Tel: 033-3553100
Fax: 033-3941947
E-mail: janice@vnh.co.za

and

.....

("the purchaser")

Identity No.

Physical Address:

.....

Postal Address:

E-mail address:

Telephone Number:

Fax Number:

INTRODUCTION

A sectional title development in respect of 8 units was registered as the Sectional Title Scheme known as The Glades No 188/2007. At the time of the registration of the sectional plan, the developer (the Dunkirk Development Trust) reserved a Real Right of Extension for a period of 25 years to enable an additional 18 units to be built.

The Real Right of Extension has been ceded by the Dunkirk Development Trust to a partnership comprising the Roy Tremearne Family Trust and the Di Jane Trust ("the developers") who have in turn ceded the rights in and to the Real Right of Extension (RR) and the seller who now sells to the purchaser, who purchases the Real Right of Extension (RR).

1. DEFINITIONS

- 1.1 In this agreement unless otherwise indicated, or unless the contrary intention shall appear the following terms shall have the meanings assigned to them hereunder, namely:
- 1.1.1 "**the Act**" - the Sectional Titles Act, No. 95 of 1986, as amended, and all regulations made in terms thereof as amended or replaced from time to time;
- 1.1.2 "**the Association**" - means Ptn 456 of Erf 61 Homeowners' Association (Association Incorporated under Section 21) No. 2004/028222/08 and known as The Dunkirk Homeowners Association;
- 1.1.3 "**the architect**" – means Dean Jay of Jay & Nel Architects and failing him, an architect appointed by the Developers and the Body Corporate;
- 1.1.4 "**the attorneys**" - means Venn Nemeth & Hart Inc., 218 Pietermaritz Street, Pietermaritzburg, 3201;
- 1.1.5 "**the body corporate**" – means the body corporate created in terms of section 36 of the Act, established in respect of the Scheme known as The Glades No 188/2007;
- 1.1.6 "**the buildings**" – means the buildings and all improvements which have been erected and which are to be erected on the property;
- 1.1.7 "**the building plans**" – means the building plans which are to be approved by the architect in respect of the buildings to be built on the Real Right of Extension. The plans are to be drawn in such a manner so as to compliment the existing buildings on the property and must have the same finishes as the existing buildings on the property;
- 1.1.8 "**the common property**" – means such part of the buildings as are not included in any of the sections;
- 1.1.9 "**the date of signature**" – means the date on which the purchaser signs this agreement;
- 1.1.10 "**the conveyancers**" — means Venn Nemeth & Hart Inc, 281 Pietermaritz Street, Pietermaritzburg 3201,
- 1.1.11 "**the developer**" - means the partnership of the Roy Tremearne Family Trust and the Di Jane Trust;
- 1.1.12 "**the estate**" - means Dunkirk Estate;
- 1.1.13 "**the exclusive use area**" – means that portion of the RR which shall not be included in the section and shall form the remainder of the RR on registration of sectional plan of extension, which is to be registered once the section has been built on the RR;

- 1.1.14 "**the Glades**" – means the sectional title scheme known as The Glades No. 188/2007 and developed on the property known as Erf 180 Dunkirk Estate, situate in the Kwa-Dukuza Municipality, Registration Division FU, Province of KwaZulu-Natal;
- 1.1.15 "**the land surveyor**" – means Mark David Wijnberg Land Surveyors, 80 Klooflands Road, KLOOF, 3610;
- 1.1.16 "**the layout plan**" – means the plan in terms of Section 25 (4) of the Sectional Title's Act No. 95/1986, prepared by the Land Surveyor, a copy of which is attached hereto.
- 1.1.17 "**the managing agent**" – means Cenprop (Pty) Ltd, the managing agents of The Glades No;
- 1.1.18 "**participation quota**" – means the participation quota which will be established by reference to the floor area of the section as a ratio of the total floor area of the buildings;
- 1.1.19 "**the property**" – means Erf 180 Dunkirk Estate, situate in the Kwa-Dukuza Municipality, Registration Division FU, Province of KwaZulu-Natal, in extent 1,3168 hectares, being the property upon which the scheme known as The Glades has been developed;
- 1.1.20 "**the purchase price**" – means the amount referred to in clause 3. below;
- 1.1.21 "**Real Right of Extension**" – means the right reserved by the initial developers of The Glades in terms of Section 25 of the Act, which right allows the developer to build a total of 26 units on the property. Eighteen units, in addition to the eight units, which were built as at the 31st of December, 2008;
- 1.1.22 "**the RR**" – means that portion of the Real Right of Extension shown on the layout plan attached hereto, the extent of which is as shown on the said layout plan;
- 1.1.23 "**the rules**" – means the sectional title rules in respect of The Glades;
- 1.1.24 "**the scheme**" – means the Sectional Title scheme known as The Glades No;
- 1.1.25 "**the schedule of finishes**" – means the schedule of finishes which have been used on the first eight units in The Glades and which must be utilized in the completion of all units on the Real Rights of Extension;
- 1.1.26 "**the section**" – means the apartment which is to be built on the RR in accordance with the plans which are to be prepared by the purchaser's architect and approved by the architect. The section shall include, in addition to the apartment, the garage and any outbuildings which are built on the RR;
- 1.1.27 "**the sectional plan**" – means the sectional plan of the scheme registered in the Deeds Office;
- 1.1.28 "**the sectional plan of extension**" – means the plan to be registered in respect of the extension of the scheme to incorporate the unit to be built on the RR and to be prepared by the Land Surveyor and registered with the Surveyor General and Deeds Office, Pietermaritzburg, in terms of the Act;

1.1.29 **"the unit"** - shall mean the section and exclusive use area, together with an undivided share in the common property apportioned to the section in accordance with the participation quote to be registered simultaneously with the registration of the sectional plan of extension;

1.2 In this agreement, unless the context otherwise requires:

1.2.1 words and expressions used in the Act shall have the same meanings as have been assigned to them in terms of the Act;

1.2.2 the masculine shall include the feminine and vice versa and they shall both include neuter;

1.2.3 the singular shall include the plural and vice versa;

the headings are used for reference only and are in no way to be deemed to explain, modify, amplify or aid in the interpretation of this agreement.

2. SALE

The seller hereby sells to the purchaser who purchases the RR..... measuring approximatelym², from the seller, upon the terms and conditions set out in this agreement.

3. PURCHASE PRICE

3.1 The purchase price of the RR is the sum of R.....

3.2 A deposit amounting to R..... shall be paid to the conveyancers within 10 (ten) days of the date of signature of this agreement.

3.3 The balance of the purchase price shall be secured by the purchaser lodging cash or a guarantee in a form acceptable to the sellers with the conveyancers within 30 days of fulfilment of the suspensive condition set out below. In the event of the purchaser not requiring a loan, then the balance of the purchase price, or the guarantee for the balance of the purchase price shall be lodged with the conveyancers within 45 days of the date of signature of this agreement.

3.4 If the guarantees or either of the deposits referred to above have not been delivered or paid to the conveyancers on due date, the purchaser shall, following fulfilment of the suspensive condition, become liable for and shall pay interest to the seller on such outstanding amounts, calculated at the prime overdraft rate of Investec Bank from due date until the date when payment is made to the conveyancers. Such penalty interest obligation shall be without prejudice to the seller's rights under the default clause set out below.

4 SUSPENSIVE CONDITION

4.1 This agreement is conditionally suspended upon the purchaser raising a first mortgage loan over the RR for an amount of not less than R..... The conditions applicable to such loan shall be substantially in accordance with the prevailing conditions applied by commercial banks in respect of

such mortgages. This condition shall be deemed to have been fulfilled upon written approval in principle by the relevant bank to either the purchaser or the seller, notwithstanding that the final loan approval might be deferred until the sectional plan has been approved by the Surveyor General.

- 4.2 If the suspensive condition has not been fulfilled within 45 days of the date of signature, the seller shall be entitled, upon notice to the purchaser, to extend the period for which the purchaser may obtain a mortgage bond up to 90 days, or to declare this agreement null and void. This agreement shall automatically lapse if the suspensive condition has not been fulfilled within 90 days of the date of signature. If the purchaser does not make a reasonable effort to procure the loan, the seller shall be entitled to claim damages from the purchaser and, on that account, to retain as agreed liquidated damages the initial deposit paid to the conveyancers.
- 4.3 The purchaser undertakes to supply the seller and/or the seller's agent or bond originator, with all the necessary information which such parties may require to apply for the mortgage loan required in terms of this agreement. The purchaser shall provide this information within 7 days of request by the seller, the bond originator or the estate agent, as the case may be.

5. **RISK AND OCCUPATION**

- 5.1 Occupation shall be granted to the purchaser upon the date of cession of the RR from the seller to the purchaser. The conveyancers are hereby authorised to attend to the registration of the cession of the RR as soon as possible after the payment of the purchase price by the purchaser.
- 5.2 As from date of registration of the Real Right of Extension into the name of the purchaser, the purchaser shall be responsible for the payment of levies to the Body Corporate and to the Association. As at the 31st of December, 2008, the levy payable to the Body Corporate is the sum of R105,00 per RR and in the case of the levy payable to the Association, the sum of R.....
- 5.3 All the benefits of and risk in and to the RR shall pass to the purchaser on the date of the cession of the RR from the seller to the purchaser.

6. **TRANSFER OF THE REAL RIGHTS OF EXTENSION (RR)**

- 6.1 Subject to the full purchase price and any other amounts for which the purchaser is liable in terms of this agreement having been paid or secured to the seller's satisfaction, the purchaser shall take transfer of the section as soon as possible after the sectional plan of extension has been registered. The purchaser acknowledges that it will only be possible for the seller to transfer the RR to the purchaser after the sectional plan of extension has been registered and the seller shall attend to the registration of such sectional plan of extension as soon as possible after the approval of the sectional plan of extension by the Surveyor General in Pietermaritzburg
- 6.2 Transfer of unit shall be effected by the conveyancers and the purchaser shall sign all documents and do whatever may be required by the conveyancers within 7 (seven) days of being requested to do so.
- 6.3 The conveyancers shall transfer the RR subject to:
- 6.3.1 such registerable conditions as have been proposed in terms of Section 11 of the Act;
- 6.3.2 such servitudes as are applicable to the land and/or the buildings in the scheme The Glades;

- 6.3.3 subject to the rules of the Body Corporate;
- 6.3.4 subject to a condition registered against the scheme that neither the RR, the unit to be registered on the RR, or any interest in it, may be alienated, leased or transferred without the prior written consent of the Association;
- 6.3.5 the condition reserving the right to extend the scheme for a period of 25 years in terms of Section 25 of the Act;
- 6.3.6 a condition in terms of which the purchaser shall be obliged to complete the building of the unit on the RR by not later than the 31st of December, 2013, failing which the owner at the time shall be obliged to pay such penalties as may be provided for in the Memorandum and Articles of Association;
- 6.3.7 if the measurements of the RR differ from those contained on the layout plan by not more than 5%, the purchaser shall accept transfer of the RR;
- 6.3.8 if the purchaser causes a delay in the transfer of the cession of the RR for any reason, the conveyancers shall be entitled to give the purchaser notice of such delay. If the purchaser does not remedy the cause of the delay within 7 days, the purchaser shall become liable to the seller for interest on the full purchase price at 2% above the prime overdraft rate of Investec Bank from time to time.

7. BUILDING OF THE UNIT

- 7.1 The purchaser agrees to complete construction of a unit on the RR within the time frame set out below and agrees that the unit will be built within 12 months of the commencement of construction of the unit.
- 7.2 The purchaser, or successor in title of the purchaser shall complete the building of the unit by not later than the 31st of December, 2015. In the event of the unit not having been completed by said date, then the owner of the RR as at the 31st of December 2015 shall be obliged to pay such penalties to the Association as are provided for in the Memorandum and Articles of Association.
- 7.3 Only materials allowed by the architects may be used on the exterior of the unit, and the units shall be built in accordance with the plans approved by the architects.
- 7.4 During the period of building, the owner of the RR and the contractor shall be obliged to enter into an agreement with the Association controlling the conduct of the contractor on site and the purchaser hereby agrees to be bound by the terms and conditions of such regulations and rules as may be prescribed by the Association from time to time.

8 PURCHASER'S ACKNOWLEDGEMENT

- 8.1 The purchaser acknowledges that he is aware of and fully acquainted with the matters hereinafter set forth, namely that:
 - 8.1.1 the RR is sold in accordance with the sectional plan and the participation quota endorsed thereon as and when approved and subject to any modification or alterations which may be made thereto from time to time in

accordance with the provisions of the Act or any authority, and subject to any applicable conditions of title which may be incorporated therein;

- 8.1.2 if the areas of the common property are found not to correspond to those set out in this agreement, the seller shall not be liable for any shortfall nor shall it be entitled to claim compensation for any surplus;
- 8.1.3 the seller intends to procure that upon the opening of the Sectional Title Register and the establishment of the body corporate, 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;
- 8.1.4 the RR is sold, subject to the Memorandum and Articles of Association of the Association, with which the purchaser declares himself to be full acquainted.
- 8.2 By his signature hereto, the purchaser irrevocably and in *rem suam* appoints the seller as his agent and attorney to attend any meeting of the body corporate at which the purchaser is entitled to be present and then and there, to vote on behalf of the purchaser for the amendment of the rules as referred to in clause 8.1 above, or the adoption of any rules.
- 8.3 The purchaser shall, from the date of transfer of the RR into the purchaser's name, be entitled to benefit from occupation of the RR for the purpose of building a unit on the RR, subject to such building plans having been approved by the architect and the Association.

9 REGISTRATION OF SECTIONAL PLAN OF EXTENSION

- 9.1 As soon as reasonably possible after the unit has been built on the RR, the purchaser or their successor in title, shall instruct the Land Surveyor to prepare a sectional plan of extension. The sectional plan shall then be approved by the Surveyor General and the conveyancers shall attend to the registration of such sectional plan of extension in the Deeds Office of Pietermaritzburg and the issuing to the purchaser, or their successor in title, of a Certificate of Registered Sectional Title in respect of the unit.
- 9.2 The costs of drafting the said sectional plan and the approval by the Surveyor General and registration thereof in the Deeds Office shall be borne by the purchaser.

10 BUILDING REGULATIONS

- 10.1 The purchaser hereby acknowledges that they are bound by the terms and conditions of the Dunkirk Estate Building Code and that all plans must be approved by the Building Committee of Dunkirk Homeowners' Association. Prior to the plans being submitted to the Dunkirk Homeowners' Association, such plans shall be approved by the architect and shall be prepared in such a manner as to compliment the existing units in the scheme known as The Glades.
- 10.2 All exterior finishes shall be the same as those units in the Glades, and the exterior finishes shall, in no way, detract from the aesthetic quality of the existing units.

- 10.3 The purchaser hereby agrees that only builders approved by the Association shall be entitled to build at Dunkirk Estate.
- 10.4 Prior to commencement of construction, the contractor appointed by the purchaser shall enter into an agreement with the Association, which agreement shall regulate the basis upon which the contractor shall enter the estate and regulate the conduct of all the contractor's employees.
- 10.5 The purchaser acknowledges that in the event of the contractor not complying with the Code of Conduct of the Association, then the Association shall be entitled to prohibit the contractor from having access to the estate and the purchaser shall have no right of recourse against the Association.
- 10.6 No occupation certificate shall be granted in respect of the building on the RR until such time as it has been approved by the architect and the Association.

11 **JOINT AND SEVERAL LIABILITY**

- 11.1 Should this agreement be signed by more than one person as purchaser, the obligation of all such signatories shall be joint and several.
- 11.2 In the event of the purchaser signing the contract on behalf of a Company, Trust or Close Corporation, then the purchaser hereby agrees to bind themselves as surety and co-principle debtor for and on behalf of the purchaser, and shall be bound by all the obligations in terms of the property.

12 **AGENT**

- 12.1 The seller shall pay the agent's commission to the agent upon registration of transfer of the property into the name of the purchaser.
- 12.2 Commission shall be deemed to have been earned and payable on registration of transfer.
- 12.3 There shall be no agent's commission payable in the event of this agreement being cancelled for whatever reason.

13 **MEMBERSHIP OF THE ASSOCIATION**

By virtue of the purchase of the RR, the purchaser or his nominee (as the case may be) shall be obliged to become a member of the Homeowners' Association within the meaning of and subject to the conditions set out in its Memorandum and Articles of Association and undertakes that they and all persons deriving use of the estate or any part thereof through him, will, from date of transfer or occupation, whichever is the sooner, duly comply with all the obligations imposed upon members under the owner's Association Memorandum and Articles of Association, including the obligation to pay a monthly levy to the Homeowners' Association.

14 BEACH CLUB

- 14.1 The purchaser hereby acknowledges having been made aware that the developer is endeavouring to acquire a beachfront property for the purposes of developing it as a Beach Club for the exclusive use of the owners at Dunkirk Estate. In the event of the developer being successful in its endeavours to acquire such a property, then this offer is subject to the condition that the purchaser agrees that the beachfront property shall be transferred to the Dunkirk Homeowners' Association or their nominee, and that the purchaser shall pay an amount of R30 000,00 to the Homeowners' Association as an entrance fee to join such club. The Homeowners' Association 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.
- 14.2 The Homeowners' Association shall be responsible for the management of the Beach Club and for determining the rules which are applicable to the use of such Club.

15 ASSOCIATION RULES

- 15.1 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:
- 15.1.1 the preservation of the environment;
 - 15.1.2 the right to keep any animal, reptile or bird;
 - 15.1.3 the placing of movable objects upon or outside the buildings included in the estate, including the power to remove any such objects;
 - 15.1.4 the storing of flammable or other harmful substances;
 - 15.1.5 the conduct of any persons within the estate and the prevention of nuisance and any nature or any owner of immovable property;
 - 15.1.6 the use of roads, pathways and open spaces;
 - 15.1.7 the imposition of fines and other penalties to be paid by members of the association;
 - 15.1.8 the use of owners or their tenants of buildings and all other structures and upkeep, aesthetics and maintenance of such buildings; and
 - 15.1.9 generally in regard to any other matter which the association, from time to time considers appropriate;
- 15.2 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.

- 15.3 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.

16 LETTING

- 16.1 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).
- 16.2 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.

17 GENERAL MATTERS

- 17.1 The purchaser acknowledges that on occupation date, the estate may be incomplete and that he and every person claiming of occupation and use through him may suffer inconvenience from building operations and from noise and dust resulting there from, and the purchaser has no claim whatsoever against the developer by reason of such inconvenience.
- 17.2 The purchaser undertakes in favour of the Association, that 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.
- 17.3 The purchaser waives all claims against the developer for any loss or damage to the property or injury to persons 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 persons may be caused.
- 17.4 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.
- 17.5 The purchaser will be liable for the payment of two levies; one to the body corporate and one to the Association.

18 DEFAULT

18.1 If the purchaser:

18.1.1 fails to pay any amount in terms of this contract, or

18.1.2 commits any breach of the remaining conditions of this contract and should the purchaser fail to remedy such breach within 7 (seven) days of the date of delivery, if delivered by hand, or receipt of posted by pre-paid registered post, of a written notice calling on it to remedy such breach, or

18.1.3 commits a repetition of any breach of the said conditions within a period of 2 (two) months after having been warned by the seller to desist there from, the seller shall be entitled, without prejudice to any other rights which it may have at law or in terms hereof and at the seller's election to:

18.1.3.1 cancel this contract and retake possession of the unit or the Lot, and in which event all amounts paid to the seller or the conveyancers (including any amount paid in trust) shall be forfeited to and retained by the seller as *rouwkoop*; alternatively, if the seller so elects, it may recover any damages however incurred as a result of such cancellation (including any loss and expenses on a resale, whether by public auction or private treaty, in which case the amount or amounts paid to the seller or the conveyancers as aforesaid shall not be forfeited as *rouwkoop*, but may be retained by the seller by way of set off or partial set off against the damages claimed by the seller;

18.1.3.2 claim immediate performance by the purchaser of all its obligations in terms of this contract, whether or not the due date for the performance shall otherwise have arrived.

18.2 For all purposes of this contract, any act or omission on the part of the tenant, nominee or other person who occupies the unit, or invitee of the purchaser, or other person who goes upon the property, shall be deemed to be an act or omission of the purchaser.

18.3 In the event of the seller committing any breach of this agreement, then the purchaser shall be entitled to give the seller 7 (seven) days' notice to rectify such breach, failing which the purchaser shall be entitled to cancel this contract and look to the seller for damages which may result from the seller's non-compliance with the terms of this agreement.

19 JURISDICTION AND COSTS

19.1 In the event of any action or application arising out of this contract, the parties hereby consent to the jurisdiction of the Magistrate's Court, otherwise having jurisdiction under Section 28 of the Magistrate's Court Act of 1944, as amended. Notwithstanding that such proceedings are otherwise beyond the court's jurisdiction, this clause 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 of 1944, as amended.

19.2 Notwithstanding anything to the contrary herein contained, the seller shall have the right at the seller's sole option and discretion to institute proceedings in any other court which might otherwise have jurisdiction.

- 19.3 In the event of it becoming necessary for the seller to take any action against the purchaser as contemplated herein, the purchaser agrees to pay to the seller all the attendant costs and expenses incurred by the seller as between attorney and client.

20 **CESSION**

The purchaser shall not sell, assign, cede or dispose of the purchaser's rights under this contract without the prior written consent of the seller.

21 **ARREARS**

- 21.1 Any amounts in arrear in terms of this contract shall bear interest at the rate equal to the prime overdraft rate of Standard Bank of South Africa Limited, which interest shall be calculated monthly in advance from the date that such amount became due to the date of payment, both days inclusive.

- 21.2 A certificate by the conveyancers as to such overdraft rate from time to time shall be *prima facie* proof of such rate.

22 **MORA INTEREST**

In the event of there being any delay in connection with any act of resignation required in terms of this contract or in respect of the implementation of this contract for which the purchaser is responsible, then the purchaser agrees, in addition to any other payments due in terms of this contract, to pay interest on that portion of the purchase price which has not yet been paid at the prime overdraft rate charged by the Standard Bank of South Africa Limited from time to time, calculated from the date when the purchaser was due to have made the payment until the date when the payment is made, or alternatively, from the date when the purchaser was obliged to sign documents, until such time as the purchaser fulfils his obligations to sign such documents, both days inclusive.

23 **ELECTRICAL CERTIFICATE**

- 23.1 The purchaser shall, at the purchaser's own expense, furnish the body corporate of the scheme with a certificate of compliance from an accredited person in respect of all electrical installations in 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 certificates shall be delivered to the body corporate within 14 days of completion of the unit to be built on the Lot.

- 23.2 If the accredited person reports that he is unable to issue such certificate of compliance unless certain work is done to the aforesaid electrical installation, the purchaser shall be entitled to have the work done so that the certificate can be furnished.

24 PURCHASER'S INFORMATION

24.1 In the event of the purchaser nominating any person or legal entity to purchase the unit, the following provisions shall apply to such nomination;

24.1.1 the nomination by the purchaser shall be made by in writing within 30 (thirty) days of the purchaser signing this agreement;

24.1.2 there shall be delivered to the seller by the aforesaid date the original signed written nomination by the purchaser of the relevant nominee, together with the signed written acceptance of such nominee, coupled with an undertaking by such nominee to fulfil all the terms and conditions of this contract;

24.1.3 the contract between the purchaser and the seller in terms of this contract shall, save for the provisions of clause 28.4 of the conditions of sale) be deemed to be cancelled and shall be substituted by a contract between the seller and the purchaser's nominee on the same terms and conditions *mutates mutandis* as this contract.

24.2 The nominee, as outlined in clause 28.1 above shall be a person capable of accepting the nomination and capable of taking transfer of the unit at the date of the nomination as contemplated above.

24.3 If the terms and conditions of clauses 28.1 and 28.2 above are not fulfilled, then the purchaser will, by way of its signature to this contract, be deemed *ipso facto* to have concluded the contract in his personal capacity as purchaser.

24.4 In the event that any nomination by the purchaser is made pursuant to any of the foregoing provisions, the purchaser under renunciation of the benefits of excussion and division with the full meaning and effect of which he declares himself to be fully acquainted, hereby binds himself as surety and co-principal debtor *in solidum* with such nominee to and in favour of the seller for the due and punctual fulfilment by the nominee of all and singular the obligations of the nominee pursuant to all the provisions of this contract and for the payment of any damages and losses which the seller may sustain as a result of any failure by the nominee duly to fulfil any provision of this contract, undertaking that he will procure the due discharge by the nominee of the terms and conditions of this contract. No variation or amendment or novation of this contract shall prejudice the suretyship obligations hereby undertaken by the purchaser, the object being that the purchaser shall remain liable at all times as surety and co-principal debtor, even if this contract is varied or amended or novated and even if the aforesaid nominee is granted an indulgence by the seller.

25 TRUSTEE FOR A COMPANY OR CLOSE CORPORATION TO BE FORMED FOR AN ORAL TRUST

25.1 In the event of the purchaser having concluded this contract in his capacity as a trustee for a company to be formed then;

25.1.1 in the event of the purchaser having concluded this contract in his capacity as a trustee for a company to be formed then:

25.1.1.1 the purchaser, by his signature hereto, warrants that the said company:

25.1.1.1.1 will be formed;

25.1.1.1.2 will ratify and adopt the terms and conditions of the contract of sale and

25.1.1.1.3 will provide the seller with written proof thereof

25.1.1.2 all within a period of 30 days of date of signature of this contract of sale by the purchaser

25.1.2 the purchaser, in his personal capacity hereby under renunciation of the benefits of excussion and division with the full meaning and effect of which he declares himself to be fully acquainted, binds himself and agrees to bind himself as surety and co-principal debtor *in solidum* with the company to be formed by him in favour of the seller for the due and punctual performance of such company's obligations to the seller in terms of this contract of sale;

25.1.3 if the terms and conditions of clause 25.1.1 above are not fulfilled, then the purchaser will, by his signature to this contract of sale, be deemed *ipso facto* to have concluded the contract of sale in his personal capacity as purchaser.

25.2 In the event of the purchaser having concluded this contract in his capacity as a trustee for the close corporation to be formed, then:

25.2.1 the purchaser, by his signature hereto, warrants that the said close corporation:

25.2.1.1 will be formed;

25.2.1.2 will ratify and adopt the terms and conditions of the contract of sale and

25.2.1.3 will provide the seller with written proof thereof; all within 30 days of the date of signature of this contract of sale by the purchaser.

25.2.2 the purchaser, in his personal capacity hereby under renunciation of the benefits of excussion and division with the full meaning and effect of which he declares himself to be fully acquainted, binds himself and agrees to bind himself as surety and co-principle debtor *in solidum* with the close corporation's obligations to the seller in terms of this contract of sale;

25.2.3 if the terms and conditions of clause 25.2.1 above are not fulfilled, then the purchaser by his signature to this contract of sale shall be deemed *ipso facto* to have concluded the contract of sale in his personal capacity as purchaser.

25.3 In the event of the purchaser having concluded this contract in his capacity as a trustee of an oral trust, then:

25.3.1 the purchaser, by his signature hereto, undertakes to procure:

25.3.1.1 that that terms and conditions of the said oral trust are reduced to writing and signed for the purposes of the Trust Property Control Act; and

25.3.1.2 that Letters of Authority are issued to the trustees named therein to act as such in terms of the aforesaid Act; and

25.3.1.3 that the trust will adopt the terms and conditions of this contract of sale all within a period of 30 (thirty) days from the date of this contract of sale by the purchaser.

25.3.2 the purchaser, in his personal capacity hereby under renunciation of the benefits of excussion and division with the full meaning and effect of which he declares himself to be fully acquainted, binds himself and agrees to bind himself as surety and co-principle debtor *in solidum* with such trust in favour of the seller for the due and punctual performance of such trust's obligations to the seller in terms of this contract of sale;

25.3.3 if the terms and conditions of clause 22.3.1 above are not fulfilled, then the purchaser by his signature to this contract of sale shall be deemed *ipso facto* to have concluded the contract of sale in his personal capacity as purchaser.

26 MISCELLANEOUS MATTERS

26.1 Addresses and notices

26.1.1 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 on page 1.

26.1.2 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.

26.1.3 any notice given in connection with this agreement shall:

26.1.3.1 be delivered by hand; or

26.1.3.2 be sent by prepaid, registered post; or

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

26.1.4 a notice given as set out above shall be deemed to have been duly given:

26.1.4.1 if delivered, on the date of delivery;

26.1.4.2 if sent by post, 7 (seven) days after posting;

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

26.2 **Entire contract**

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

26.3 **Variation and cancellation**

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

26.4 **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.

Signed at..... on2013

As witness:

.....

.....

Purchaser (duly authorised)

.....

Spouse - if married in community
of property /by foreign marriage

Signed at on2013

As witness:

.....

.....Seller