

**DEED OF SALE**  
**(PLOT AND PLAN)**

LAND SALE AGREEMENT



GREEN ECO LIVING

Made and entered into by and between:

**AT DARLING GREEN ESTATE PROPRIETARY LIMITED**

Registration No. 2006/031215/07

("the Seller")

(herein represented by Warren Hamer

duly authorised signatory, who warrants that he is duly authorised hereto)

**AND**

---

whose full particulars appear in the Information Schedule, forming an integral part of this  
Agreement

**("the Purchaser")**

**INFORMATION SCHEDULE**

<b>A</b>	<b>SELLER</b>		
A1	Full name	<b>AT DARLING GREEN ESTATE PROPRIETARY LIMITED</b>	
A2	Registration No.	2006/031215/07	
A3	Address in full	57 Moolman Street, Bloubergstrand, Cape Town, Western Cape, 7441 Private Bag X1, Suite 119, Melkbosstrand, Western Cape, 7437	
A4	Telephone	(021) 554 - 1086	
<b>B</b>	<b>PURCHASER</b>		
B1	Full names/Entity Name	<hr/> <hr/>	
B2	ID/Registration No(s)	<hr/> <hr/>	
B3	Address in full (street and postal addresses)	<hr/> <hr/> <hr/> <hr/> <b>Code</b> _____	
B4	Marital status		
B5	In / out of community		
B6	Telephone (W)	<hr/> <hr/>	<hr/> <hr/>
B7	Telephone (H)	<hr/> <hr/>	<hr/> <hr/>
B8	Cell Phone	<hr/> <hr/>	<hr/> <hr/>

B9	Telefax	<hr/> <hr/>	<hr/> <hr/>
B10	E-mail	<hr/> <hr/>	<hr/> <hr/>
B11	Name of Signatory for Entity Purchaser	<hr/> <hr/>	<hr/> <hr/>
<b>C</b>	<b>THE PROPERTY</b>		
C1	Description	Erf _____ Darling, Situates in the Swartland Municipality, Malmesbury Division, Province Western Cape	
C2	Extent	+/- _____ square metres	
C3	Street Address	<hr/> <hr/>	
C4	Estimated Transfer Date	As soon as possible but estimated to be October 2019 <hr/> <hr/>	
C5	Estimated Levy payable by Purchaser	<hr/> <hr/>	
<b>D</b>	<b>DWELLING</b>		
D1	House Type	<hr/> <hr/>	
D2	Commencement Date	<hr/>	
D3	Estimated Completion Date	<hr/>	

<b>E</b>	<b>CONSIDERATION PAYABLE BY THE PURCHASER</b>	
E1	<b>Purchase Price for Property (ERF)</b> (inclusive of VAT)	R _____
E2	<b>Construction Price</b> (inclusive of VAT) payable for construction of Dwelling on the Property)	<b>SEE ANNEXURE A (PART A) CLAUSE 3</b> _____ _____ _____
E3	<b>Total Price</b> for Property and Dwelling <b>(E3 = E1 + E2)</b>	R _____ _____ _____
E4	<b>Reservation Deposit payable on signature of this Agreement</b>	R 35 000.00 (Thirty Five Thousand Rand) <b>SEE I BELOW FOR PAYMENT DETAILS</b>
E5	Deposit <b>(10% of Total Price)</b>	R _____ _____
E6	Amount of Bond required <i>(if any)</i>	R _____ _____
E7	Balance of Purchase Price payable <b>(E7 = E3 - E4 - E5 - E6)</b>	R _____ _____
<b>F</b>	<b>CONTRACTOR</b>	
F1	Full name	<b>AT DARLING GREEN ESTATE PROPRIETARY LIMITED</b>
F2	Registration No.	2006/031215/07
F3	Address in full (street and postal address)	57 Moolman Street, Bloubergstrand, Cape Town, Western Cape, 7441 Private Bag X1, Suite 119, Melkbosstrand, Western Cape, 7437
F4	Telephone	(021) 554 - 1086
F5	Telefax	
F6	E-mail	

<b>G</b>	<b>AGENT</b>	
<b>H</b>	<b>MORTGAGE ORIGINATOR</b>	_____ _____
<b>I</b>	<b>ATTORNEY TRUST ACCOUNT DETAILS</b>	Nedbank Trust Account: HAMER ATTORNEYS INCORPORATED, Account Number 118 6289 317, Branch Code: Ref: Darling Green/Stand # _____

### SUMMARY OF ANNEXURES

**Annexure A**            Building Agreement

**Annexure B**            Draft Site Diagram/Property Identification

**Annexure C**            Draft Master Property Owners Association Constitution

## 1. PREAMBLE

- 1.1 **AT DARLING GREEN ESTATE PROPRIETAREY LIMITED** in its capacity as **Seller** of the Property has agreed to sell and the Purchaser has agreed to purchase the Property as described in **C1** of the Information Schedule prefixed hereto, subject to the fulfilment of the conditions precedent recorded in this Agreement.
- 1.2 **AT DARLING GREEN ESTATE PROPRIETAREY LIMITED**, or nominee, in its capacity as **Contractor** has agreed to erect a residential Dwelling on the Property subject to the terms and conditions recorded in this Agreement and the Terms and Conditions recorded in the Annexure's and Addendums hereto.

## 2. INTERPRETATION

- 2.1 In this Agreement, unless the context otherwise indicates:
- 2.1.1 "the Architect" means any registered architect as may be appointed by the Seller from time to time;
- 2.1.2 "Association" means the @Darling Green Estate Master Property Owners Association, of which the Purchaser shall become, and remain a member, for the duration of ownership of the Property;
- 2.1.3 "Completion Certificate" means the completion certificates issued by the Architect;
- 2.1.4 "Development Property" means Erf 4401 Darling, measuring 66,1519 Hectares, held by the Seller under Certificate of Registered Title No. T18162/2017;
- 2.1.5 "the Dwelling" means the residential house and buildings to be constructed by the Contractor on the Property for and on behalf of the Purchaser as per the Annexure's and Addendums hereto;
- 2.1.6 "the Information Schedule" means the information schedule prefixed hereto which shall be deemed to be incorporated in this Agreement and shall be an integral part thereof;
- 2.1.7 "the **Building Agreement**" means the agreement in **Annexure A (PART A)** hereto;
- 2.1.8 "the prime rate" means a rate of interest per annum which is equal to the published minimum lending rate of interest per annum, compounded monthly in arrear, charged by Nedbank Bank Limited on the unsecured overdrawn current accounts of its most favoured corporate clients in the private sector from time to time. (In the case of a dispute as to the rate so payable, the rate may be certified by any manager or assistant manager of any branch of the said bank, whose decision shall be final and binding on the parties);
- 2.1.9 "the Property" means the Property sold by the Seller to the Purchaser in terms of this Agreement as identified in **C1** of the Information Schedule, comprising a vacant residential erf whereon the Contractor is to erect a Dwelling for the Purchaser;

- 2.1.10 "the Contractor" means the party described as such in **F** of the Information Schedule;
  - 2.1.11 "the Purchaser" means the party/ies described as such in **B** of the Information Schedule;
  - 2.1.12 "the Seller" means the party described as such in **A** of the Information Schedule;
  - 2.1.13 "the Attorneys/Conveyancers" means Warren Hamer of Hamer Attorneys Inc., Office 2, 1<sup>st</sup> Floor, Heritage Square, Vrede Street, Durbanville, [warren@dghlaw.co.za](mailto:warren@dghlaw.co.za), Tel: (021) 976 0475;
  - 2.1.14 "the Signature Date" means the date upon which this Agreement is signed by the Party who signs same last in time;
  - 2.1.15 "Transfer Date" means the date of registration of transfer of the Property in the name of the Purchaser in the deeds office;
  - 2.1.16 "VAT" means value-added tax at the applicable rate in terms of the Value Added Tax Act No 89 of 1991 or any statutory re-enactment or amendment thereof.
- 2.2 The head notes to the paragraphs in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

### 3. **SALE OF THE PROPERTY AND CONSTRUCTION OF DWELLING THEREON**

- 3.1 The Seller hereby sells and the Purchaser hereby purchases the Property, subject to and upon the terms and conditions contained in this Agreement.
- 3.2 The Contractor hereby agrees to build a Dwelling as specified in the Annexure's and Addendums hereto on the Property, subject to and upon the terms and conditions contained therein.
- 3.3 This Agreement for the purchase of the Property is subject to the Purchaser signing a building agreement with the Contractor **within 30 (Thirty) days of Signature Date** hereof or such extended period as the Seller may determine.

### 4. **PURCHASE PRICE AND METHOD OF PAYMENT**

- 4.1 The Purchase Price of the Property shall be the amount stated in paragraph **E1** of the Information Schedule.
- 4.2 The Construction Price payable for the Dwelling to be erected on the Property shall be the sum referred to in paragraph **E2** of the Information Schedule.
- 4.3 The Purchaser shall pay the Attorneys the **Reservation Deposit** as stated in paragraph **E4** of the Information Schedule on signature of this Agreement, which deposit shall be held in trust by the Attorneys and invested in an interest bearing account in accordance with the provisions of section 26 of the Alienation of Land Act No 68 of 1981 (as amended) with interest to accrue to the Purchaser. The provisions of this clause 4.3 shall constitute authority to the Conveyancers, in terms of Section 78(2A) of the Attorneys Act, to invest the deposit. The Reservation Deposit will be used by the Purchaser towards the

payment of Transfer and or Bond costs payable by the Purchaser as per clause 6.2 of this Agreement.

- 4.4 The **Purchaser shall pay** the Attorneys the **Deposit** as stated in paragraph **E5** of the Information Schedule **within 30 (Thirty) days of Signature Date**, which deposit shall be held in trust by the Attorneys and invested in an interest bearing account in accordance with the provisions of section 26 of the Alienation of Land Act No 68 of 1981 (as amended) with interest to accrue to the Purchaser. The provisions of this clause 4.4 shall constitute authority to the Conveyancers, in terms of Section 78(2A) of the Attorneys Act, to invest the deposit.
- 4.5 The balance of the Purchase Price of the Property shall be paid to the Seller on the Transfer Date.
- 4.6 **Within 30 days after Signature Date**, the Purchaser shall furnish the Seller with **an irrevocable guarantee issued by a registered commercial bank for the due payment of the balance of the Purchase Price** of the Property.
- 4.7 Alternatively to 4.6 above, the Purchaser shall be entitled to pay into the trust account of the Attorneys the balance of the Purchase Price of the Property, to be held by such Attorneys in an interest bearing trust account, interest to accrue for the benefit of the Purchaser until the date upon which payment of the relevant amount falls due.
- 4.8 The Purchaser hereby undertakes to provide the Attorneys with all such information and/or documentation required in order to comply with the Financial Intelligence Centres Act No. 38 of 2001 requirements, which information shall include, but not be limited to, proof of the Purchaser's Income Tax Registration Number, residential address and certified copies of identity documents or company, close corporation or Trust documentation as the case may be.
- 4.9 The Purchaser hereby acknowledges that he is aware that no monies can be invested as provided for herein until such time as the information required in terms of 4.8 is furnished to the Attorneys.

## 5. **TITLE CONDITIONS AND PROPERTY OWNERS ASSOCIATIONS**

- 5.1 The Purchaser shall accept transfer of the Property subject to all conditions and servitudes benefiting or burdening the Property imposed by any competent authority.
- 5.2 The Purchaser agrees and acknowledges that, the Property is situated in the @Darling Green Estate, as such, the Purchaser shall automatically become a member of the Association on transfer of the Property, and shall remain as a member of the Association for so long as the Purchaser is the registered owner of the Property.
- 5.3 The Purchaser acknowledges that he/she will view, read and understand the Association's Constitution, Rules, Regulations and Architectural Guidelines (collectively referred to as the "Association's Rules") available on the Sellers website at [www.darlinggreenestate.co.za](http://www.darlinggreenestate.co.za), and agrees to abide by the Association's Rules and to pay any monthly and/or once-off contributions payable thereto in terms of the Association's Rules.



- 5.4 The Seller shall register a title deed condition against the Property in terms of which the Property shall not be transferred without the written consent of the Association in terms of the Constitution.
- 5.5 The Purchaser authorizes the Seller to sign, as agent of the Association, any such waivers or consents as may be required by the financial institutions who will register mortgage bonds over properties forming part of the @Darling Green Estate Development.
- 5.6 The Purchaser acknowledges that, in using the Property, he will be bound by all the approvals of and conditions of approvals imposed by all relevant authorities.

## 6. TRANSFER OF THE PROPERTY

- 6.1 Transfer of the Property shall be passed by the Attorneys and shall be given and taken upon the estimated Transfer Date as recorded in the Information Schedule or as soon as is reasonably possible thereafter.
- 6.2 **The Purchaser shall pay all costs of transfer** (plus VAT on such costs), costs of all necessary affidavits and all other costs which have to be incurred in order to comply with the statutes or other enactments or regulations relating to the passing of transfer of the Property. **All mortgage bond related costs will be for the account of the Purchaser.**
- 6.3 **Should the Purchaser in any way delay the transfer of the Property,** then without prejudice to any other rights or remedies of the Seller in terms of this Agreement, **the Purchaser,** with effect from the date which the Attorneys certify to be the date upon which transfer ought reasonably to have been registered but for such delay, **shall pay to the Seller:**
- 6.3.1 **interest** at the prime rate;
- 6.3.2 **the pro rata rates, taxes and levies and other proprietary charges payable in respect of the Property.**
- 6.4 If transfer of the Property or commencement with the construction of the Dwelling is delayed for longer than a period of 6 months after the Estimated Transfer Date as recorded in **C4** of the Information Schedule for any reason other than a reason attributable to the fault and/or omission of the Seller, then the Seller and or Contractor shall be entitled in its sole discretion to resile from this Agreement, with neither party having any further claim against one another, other than a refund to the Purchaser of the deposit paid in terms of paragraph **E4** and **E5** of the Information Schedule, or alternatively claim an adjustment to the Purchase Price and or Construction Price. In the event of the parties not being able to reach agreement as to the adjustment to the Purchase Price and or Construction Price, then a property valuer and or quantity surveyor appointed by the Seller shall determine the dispute and the property valuer's and or quantity surveyor's determination shall be final and binding on the parties.

## 7. POSSESSION, RISK AND PROPRIETARY AND MUNICIPAL CHARGES

- 7.1 The Seller shall give the Purchaser possession of the Property on the Transfer Date.
- 7.2 All risk and benefit in the Property shall be passed to the Purchaser on the Transfer Date.
- 7.3 The Purchaser shall be liable for a *pro rata* share of rates, taxes, levies and other proprietary charges payable in respect of the Property with effect from the Transfer Date.
- 7.4 The Purchaser shall pay the Attorneys the amounts payable in terms of clause 7.3 within 7 days after the date of despatch of written notice to the Purchaser requesting payment thereof.

## 8. BOND

Should the Purchaser signify on the Information Schedule that he shall require a loan to part finance the acquisition of the Property (and/or the Dwelling to be erected in terms of the building agreement) against the security of the mortgage bond to be registered over the Property then:

- 8.1 this Agreement is subject to the Purchaser obtaining the approval of a loan in principle from a bank or other recognized financial institution for the amount (if any) stated in paragraph **E6** of the Information Schedule **within 30 (Thirty) days of Signature Date** or such extended period as the Seller may determine;
- 8.2 should the Seller elect to extend the period within which its loan is to be granted, the Seller and/or its agent shall be entitled to apply for the loan to any financial institution on behalf of the Purchaser and the Purchaser hereby grants to the Seller and/or its agent an irrevocable power of attorney in *rem suam* to make application on its behalf in this regard for the duration of the extended period;
- 8.3 the Purchaser agrees to make use of the services of the Mortgage Originator described as such in paragraph **H** of the Information Schedule, for the loan referred to in clause 8.1 above;
- 8.4 the Purchaser undertakes to sign all documents and do all things necessary to ensure the successful granting of the loan. Without derogating from the generality of the foregoing, the Purchaser shall make a written application for the loan within 3 days after signature of this Agreement and should such application be unsuccessful, the Purchaser shall, until the expiry of the initial period or the extended period (as the case may be) nevertheless continue to use its best endeavours and to do all things that may be necessary in order to obtain the loan elsewhere;
- 8.5 the Purchaser undertakes to procure that the **financial institution** from which the Purchaser obtains the loan instructs the Attorneys, **to attend to the registration of such bond due to the fact that this transaction forms part of a development sale** by the Seller which is being attended to by the Sellers Attorneys;

- 8.6 **all costs to be associated with the registration of the mortgage bond to secure the loan to be taken up by the Purchaser shall be for the account of the Purchaser.**
- 8.7 upon the issue to the Purchaser by the said financial institution of a written quotation and a written pre - agreement statement (as contemplated in section 92 of the National Credit Act, No 34 of 2005) in respect of the mortgage loan in the amount stated in paragraph **E6** of the Information Schedule, **whether or not such quotation or pre - agreement statement is accepted by the Purchaser,** the mortgage loan shall be deemed to have been approved
- 8.8 In the event of the Construction Price, being partly or entirely financed by a building loan secured by a mortgage bond, obtained from a bank or other approved financial institution then:
- 8.8.1 as security for due payment of the Construction Price, the Purchaser irrevocably cedes to the Seller, the total proceeds of the building loan;
- 8.8.2 the Seller is hereby irrevocably authorised and empowered to receive direct payment of the balance of the Construction Price, from the financial institution concerned; and
- 8.8.3 the Purchaser agrees to sign all draw forms that may be required for purposes of the Purchaser meeting these obligations.
- 8.9 The Purchaser undertakes, if so required, to sign the necessary NHBRC forms to enable the Seller to receive payments on bond withdrawals within three days of being called on to do so by the Seller or Contractor (if applicable).

## 9. **BROKERAGE**

The Seller shall pay the brokerage due in relation to this transaction to the Agent in accordance with the provisions of the Mandate Agreement concluded between the Seller and the Agent.

## 10. **DIRECT MARKETING AND COOLING OFF PERIOD**

The Purchaser, in the event of having concluded this Agreement as a result of Direct Marketing as defined in the provisions of the Consumer Protection Act No. 68 of 2008, confirms that he/she/it has been informed of his rights as provided for in Section 16 read with Section 20 (2) (a) of the aforementioned Act, to rescind a transaction, without reason or penalty, within 5 (five) business days after the later of the date on which:-

- 10.1 the transaction or Agreement was signed; or
- 10.2 the goods that were the subject of the transaction were delivered to the consumer.
- 10.3 Further to the provisions of Clause 10.2 above, the **Purchaser hereby warrants that this Agreement has not been concluded as a result of direct marketing, and the Seller enters into this Agreement relying entirely upon such a warranty by the Purchaser.**

**10.4 The Sale of this property constitutes a 'special-order' as may be contemplated by Section 17 of the Consumer Protection Act No. 68 of 2008.**

**11. SHOWHOUSE**

The Seller shall be entitled to make use of the Property and Dwelling erected thereon for marketing and show house purposes until date of Occupation by the Purchaser.

**12. BREACH BY PURCHASER**

12.1 If the Purchaser commits a breach of this Agreement and/or fails to comply with any of the provisions hereof, then the Seller and/or Contractor shall be entitled to give the Purchaser 7 days' notice in writing to remedy such breach and if the Purchaser fails to comply with such notice, then the Seller and/or Contractor shall forthwith be entitled (but not obliged) without prejudice to any other rights or remedies which the Seller and/or Contractor may have in law, including the right to claim damages:

12.1.1 to cancel this Agreement (in which event the Purchaser shall forfeit all monies paid to the Seller and/or Contractor, its attorneys or its agent(s) in terms of this Agreement); or

12.1.2 to claim immediate performance and/or payment of all the obligations of the Purchaser in terms of this Agreement, including payment of unpaid balance of the Purchase Price.

12.2 Should the Seller and/or Contractor take steps against the Purchaser pursuant to a breach by the Purchaser of this Agreement, then without prejudice to any other rights which the Seller and/or Contractor may have, the Seller and/or Contractor shall be entitled to recover from the Purchaser all legal costs incurred by it including attorney/client charges, tracing fees and such collection commission as the Seller and/or Contractor is obliged to pay to its attorneys.

12.3 Without prejudice to all or any of the rights of the Seller and/or Contractor in terms of this Agreement, should the Purchaser fail to pay any amount due by the Purchaser in terms of this Agreement on due date, then the Purchaser shall pay the Seller and/or Contractor interest thereon at the prime rate plus 3% calculated from the due date for payment until the actual date of payment, both dates inclusive.

12.4 The Seller and/or Contractor shall be entitled at its option to institute any legal proceedings which may arise out of or in connection with this Agreement in any magistrate's court having jurisdiction, notwithstanding the fact that the claim or value of the matter in dispute might exceed the jurisdiction of such magistrate's court in respect of the cause of action or the amount claimed.

### 13. **ARBITRATION**

- 13.1 Other than disputes relating to defects, any disputes, question or difference arising at any time between the parties to this Agreement out of or in regard to any matters arising out of; or the rights and duties or any of the parties hereof; or the interpretation of; or the termination of; or any matter arising out the termination of; or the rectification of this Agreement, shall be submitted to and decided by arbitration on notice given by either party to the other of them in terms of this clause.
- 13.2 There will be one arbitrator who will be a practising junior member of the Cape Bar of not less than 10 years' standing.
- 13.3 Any party may declare a dispute by giving written notice to the other party to that effect. Thereafter the declaring party shall within 7 days submit a written request to the Chairman for the time being of the Cape Law Society to appoint the arbitrator and send a copy of the request to the other party.
- 13.4 The arbitrator, who shall act as an expert, shall have the powers conferred upon an arbitrator under the Arbitration Act No. 42 of 1965, as amended or re-enacted in some other form from time to time but will not be obliged to follow the procedures described in the Act and will be entitled to decided on such procedures as he may consider desirable for the speedy determination of the dispute.
- 13.5 The arbitration shall be held in Cape Town in accordance with the provision of the Arbitration Act referred to above, save that the arbitration shall be informal and if possible, the arbitration shall be held and concluded within twenty one days after it has been demanded.
- 13.6 The decision of the arbitrator, including any order as to the costs of the arbitration, shall be final and binding on the parties and may be made an order of any court of competent jurisdiction. Each of the parties hereby submits itself to the jurisdiction of the Cape High Court of South Africa should any party wish to make the arbitrator's decision an order of the court.
- 13.7 This clause shall constitute each party's irrevocable consent to the arbitration proceedings and no party shall be entitled to withdraw here from or to claim at such arbitration proceedings that it is not bound by this clause.
- 13.8 This clause is severable from the rest of the Agreement and shall therefore remain in effect even if this Agreement is terminated.

### 14. **COMPANY TO BE FORMED**

If the person signing as Purchaser acts or purports to act as agent or trustee for a company not yet incorporated or formed:

- 14.1 such person undertakes personally that the company will be formed within 30 (thirty) days of signature and will within 14 (fourteen) days of being incorporated or formed, adopt or ratify this Agreement without modifications.

14.2 if the said company is not formed within the period prescribed in clause 20.1, or having been incorporated or formed does not adopt or ratify this Agreement within the period of 14 (fourteen) days, then such person shall be deemed to be the Purchaser in terms of this Agreement.

14.3 if the said company is formed and does adopt or ratify this Agreement as contemplated in 14.1, then such person is hereby bound in favour of the Seller as surety and co-principal debtor *in solidum*, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company or close corporation in terms of or arising out of:-

14.3.1 this Agreement; or

14.3.2 any cancellation of this Agreement; or

14.3.3 section 35 of the Insolvency Act No. 24 of 1936, as amended, pursuant to the abandonment by a liquidator or cancellation by a Court of this Agreement, in the event of the of the said company being wound-up.

## 15. COMPANY OR TRUST ALREADY FORMED

If this Agreement is signed by a person acting or purporting to act for and on behalf of a company, or trust (other than one not yet incorporated or formed) such person hereby warrants that the company, or trust as the case may be is in existence and is registered and that he is duly authorised to sign this Agreement on its behalf, and he is hereby bound in favour of the Seller as surety and co-principal debtor *in solidum*, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company or trust in terms of or arising out of:-

15.1 this Agreement; or

15.2 any cancellation of this Agreement; of

15.3 section 35 of the Insolvency Act No. 24 of 1936, as amended, pursuant to the abandonment by a liquidator or cancellation by a Court of this Agreement, in the event of the said company, close corporation or trust being wound-up.

## 16. CO-OPERATION

16.1 Each of the parties hereby undertakes to:

16.1.1 sign and/or execute all such documents (and without limiting the generality of the foregoing, same shall include the execution of the necessary power of attorney and transfer duty declarations);

16.1.2 do and to procure the doing by other persons, and to refrain and procure that other persons will refrain from doing, all such acts; and

16.1.3 pass, and to procure the passing of all such resolutions of directors or shareholders of any company, or members of any close corporation, or trustees of any trust, as the case may be; to the extent that the same may lie within the power of such party and may be required to give effect to the import or intent of this Agreement, and any contract concluded pursuant to the provisions of this Agreement.

16.2 The Purchaser undertakes to sign all necessary transfer and bond documents and to pay all transfer and bond costs within 5 days of having been requested to do so by the Attorneys.

## 17. NOTICES AND DOMICILIA

17.1 Each of the parties chooses as its exclusive address/es ("*domicilium*") for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from this Agreement at their respective addresses, e-mail addresses or telefax numbers set forth in the Information Schedule.

17.2 Each of the parties shall be entitled from time to time, by written notice to the other to vary its exclusive address/es to any other address within the Republic of South Africa which is not a post office box.

17.3 Any notice given and any payment made by a party to any of the others ("the addressee") which:

17.3.1 is delivered by hand during the normal business hours of the addressee at the addressee's exclusive address for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

17.3.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's exclusive address for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the fourth day after the date of posting.

17.4 Where, in terms of this agreement any communication is required to be in writing, the term "writing" shall include communications by e-mail and/or facsimile. Communications by e-mail and/or facsimile shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee one hour after the time of transmission.

## 18. 72 HOUR CLAUSE

Should the Seller at any time prior to the fulfilment of all Suspensive Conditions receive another offer to purchase the Property, which offer it, in its sole discretion, finds more acceptable and wishes to accept, then the Purchaser herein shall be notified of such fact in writing and shall have 72 (Seventy Two) hours from time of receipt of such notice to waive in writing the benefit of all suspensive conditions in this Agreement thereby binding himself/herself unconditionally to purchase the Property failing which this Agreement shall automatically lapse and be of no force or effect.

**19. GENERAL PROVISIONS**

- 19.1 No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all parties to this Agreement or their duly authorised representatives.
- 19.2 This document contains the entire Agreement between the parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded in this Agreement.
- 19.3 No indulgence, leniency or extension of time which any party may grant or show to any other party, shall in any way prejudice or preclude the party granting or showing such indulgence, leniency or extension of time from exercising any of its rights in the future.

**20 NATIONAL HOMEBUILDERS REGISTRATION COUNCIL**

- 20.1 It is recorded that the Property shall be enrolled by the Contractor.
- 20.2 The registration levy to be payable to the National Homebuilders Registration Council arising from the aforementioned registration shall be paid by the Contractor.
- 20.3 The building shall be constructed as per the guidelines prescribed in the Housing Consumer Protection Measures Act, 1998 (as amended), and National Building Regulations where applicable.



