

AGREEMENT OF SALE:

Made and entered into by and between:

| |
|--|
| PRETATONE PROPRIETARY LIMITED Reg. no. 2010/019165/07 |
|--|

(hereinafter referred to as "the Seller") and

| |
|--|
| |
| (if Purchaser is a Trust, CC or Company) |

representatives or individual purchasers:

1. Full Names : _____
Identity no. : _____

| | | | |
|------------------|-----------------|----------------|------------|
| Unmarried | Divorced | Married | |
| | | COP | ANC |

Residential : _____
Address : _____
Tel no. : (_____) _____ (W)
 : (_____) _____ (H)
 : _____ (C)
Fax no. : (_____) _____
E-mail : _____

2. Full Names : _____
Identity no. : _____

| | | | |
|------------------|-----------------|----------------|------------|
| Unmarried | Divorced | Married | |
| | | COP | ANC |

Residential : _____
Address : _____
Tel no. : (_____) _____ (W)
 : (_____) _____ (H)
 : _____ (C)
Fax no. : (_____) _____

E-mail : _____

(from now on referred to as "the Purchaser").

PREAMBLE

A. The Seller is the registered owner of the land described in clause 1.3

1 DEFINITIONS

In this agreement, unless inconsistent with or otherwise indicated by the context, the following words or expressions shall have the following meanings assigned to them:

1.1 "attorney or conveyancer": Ramsay Webber Inc
269 Oxford Road, Illovo, Johannesburg
Tel: 011-778 0600

1.2 "land" : The "property" is **Portion ___ of Erf 650 Ferndale** measuring approximately _____ square metres.

1.3 "township": Registration Division I.R. in the Province of Gauteng;

1.4 "Business day": means any day other than a Saturday, Sunday or Public Holiday;

1.5 Clause headings have been inserted for reference purposes only and shall not be taken into account in interpreting this agreement;

1.6 Words signifying the singular shall include the plural and vice versa, and words importing one gender shall have the others.

2. AGREEMENT OF SALE

The purchaser with this purchase from the seller who sells to the Purchaser the Land defined in clause 1.3 at an agreed price as set out in clause 4 hereunder.

3. POSSESSION AND OCCUPATION

3.1 The possession, profit, and risk in and to the land shall pass from the seller to the purchaser on the date of registration. From this date, the purchaser shall become Liable to pay all rates and taxes and other municipal imposts. The parties agree that the purchaser shall immediately refund any such amount paid by the seller in advance beyond the registration date to the seller.

3.2 Occupation of the Land will be given to the purchaser on the date of registration of transfer from which date the purchaser shall be liable for payment of all rates and taxes and other municipal imposts whatsoever raised or levied by the state or local authority or any other competent authority relating to the land from the date of proclamation.

4. PURCHASE PRICE

4.1 The purchase price for the land is the amount of R

which is inclusive of Value Added Tax calculated at fourteen per cent (14%)

4.2 The purchase price shall be paid as follows:

4.2.1 a deposit of R _____ (RAND) payable in cash on signature hereof to the Seller's attorneys Messrs Ramsay Webber Inc to be invested by them in an interest-bearing account with the interest to accrue for the benefit of the Purchaser.

4.2.2 a further deposit of R _____ (RAND)

payable in cash on or before _____

to the seller's said attorneys to be invested by them in an interest-bearing account for the benefit of the purchaser;

4.2.3 the balance of the purchase price amounting to R _____

Shall be payable in cash free of exchange at Illovo against the registration of transfer of the land into the name of the purchaser and shall be secured by delivery to the seller's attorneys of a Bank or Building Society guarantee in a form acceptable to them, expressed to be payable to the seller or his nominee, for the amount mentioned above within fifteen (15) days from a request by the seller's conveyancer that they are in a position to pass transfer of the property into the name of the purchaser.

4.3 Should the Purchaser fail to furnish a sufficient guarantee within the period set out in clause 4.2.3. Then interest will be charged monthly in advance on the outstanding balance of the purchase price calculated Mutatis Mutandis following clause 10.3 from the expiry date of the period to the date upon which the guarantee is furnished.

4.4 All the amounts referred to in clause 4, hereof, are inclusive of VAT. Notwithstanding anything to the contrary herein contained, the parties expressly agree that should increase the rate at which VAT is charged be amended or supplemented after the date of signature hereof by the purchaser and should such amended or increased rate applies to this agreement, then and in that event, the purchase price shall be amended/increased accordingly. The purchaser shall pay such increased amounts of VAT to the seller immediately on demand. The parties intend that the seller shall receive and retain the same amount after payment of VAT regardless of the rate at which VAT is charged.

4.5 The land is sold 'voetstoots' without warranty or undertaking by the Seller or the Owner of any latent or patent defects to the ground and subject to the Sellers Title Deed conditions. The seller shall not be liable for any deficiency in the extent of the land, nor shall it benefit by any possible excess in the time thereof. The seller shall not be responsible, from date of signature hereof, for any damages or losses suffered by the purchaser or any other person resulting from squatting, invasion, adverse geological or soil conditions or interference or hindrance caused by the flow of stormwater.

4.6 The parties acknowledge and agree that the measurement of the property area as reflected in this Agreement of Sale is approximate and will be verified upon approval of the Surveyor General's plan.

4.6.1 Should the variation in terms of clause 4.6 above not exceed 5% (Five per cent) of the total area, neither party shall be entitled to cancel this agreement or to adjust the purchase price.

4.6.2 In the event of the variation exceeding 5% (Five per cent), either party shall have the right to cancel the Agreement of Sale in which event the status quo ante will prevail, and neither party shall have any claim against the other.

5. BOND FINANCE

5.1 This sale is suspensive conditional upon the Purchaser (or the Seller or the estate agent or the bond originator on behalf of the purchaser) obtaining approval in principle of a loan upon the security of a first mortgage bond to be passed over the property as a result of this sold from a Bank or other recognised financial institution at prevailing bank rates and terms in the amount of not less than

R.....(.....

.....

..... RAND)

within thirty (30) days from date of signature hereof, both days inclusive, or any extension of time granted in writing to the purchaser by the seller from time-to-time.

5.2 The conditions set out in clause 5.1 hereof will be deemed to have been fulfilled if such financial institution agrees to grant such loan:

5.2.1 and upon receipt by the agent or seller of written advice from the bank/financial institution that the loan/bond had been granted in principle;

5.2.2 subject to it being guaranteed by the purchaser's spouse or surety, as the case may be; and

5.2.3 subject to any terms usually imposed by such financial institution including the requirement of suretyship in the case of a Trust, Company or Corporation;

5.2.4 for an amount of less than the sum stipulated in clause 5.1 hereof. The purchaser does not notify the seller in writing (before the date required for the fulfilment of the suspensive condition) that he does not wish to proceed with the transaction.

5.3 The Purchaser:

5.3.1 warrants that his financial position is such that, having regard to the criteria or requirements usually applied by financial institutions (assurances that he is solvent and that no existing judgments are recorded against his name), his application for a loan will not be refused;

5.3.2 undertakes, within 7 (seven) days from date of signature hereof, to sign all such documents relating to such application and to do all such things as may be required to make an application for a loan to a financial institution. He shall use his best endeavours to procure fulfilment of this condition and, without limiting the generality of the preceding, the purchaser furthermore undertakes to fulfil all of the requirements laid down by the financial institution in question in connection with the grant of such loan;

5.3.2.1 where the purchaser is married in community of property, the spouse of the purchaser must sign this agreement, or where the purchaser is a company or close corporation (whether to be formed or already formed), such spouse or the person/s signing this agreement on behalf of, or as trustee for, the relevant company or close corporation, by his/their signature hereto, undertakes to sign any documents which any person or institution may require to procure the loan and register

the bond contemplated in clause 5, including without limitation, any deed of suretyship, loan application and the power of attorney to pass the bond. The said spouse or other person/s also as a result of this warrant/s that his/their income is sufficient to procure such loan and undertake/s to furnish forthwith any information requested by the person or institution/s to which application is made for such loan and failure by such spouse or other person/s to comply with all or any of the provisions of this clause shall constitute a material breach of this agreement. Suppose the purchaser fails to take such steps in order to procure fulfilment of the condition or fails to comply with or accept any condition reasonably imposed by any such financial institution. In that case, he shall be deemed to be in breach of this agreement, and the seller may either exercise its rights in terms of clause 7 hereof or regard the suspensive condition as having been fulfilled.

- 5.3.2.2 To attain these objects, the purchaser undertakes to immediately furnish the banking institution or its agents with all the required information and documents (and to sign all required documents and forms) so that application may be made for and on behalf of the purchaser for such loan/finance or bond.
- 5.4 Notwithstanding the provisions of clause 6 hereof, it is understood that should the purchaser elect not to use _____ as the bond originator then the purchaser shall be responsible for the costs of the registration of the transfer and bond.
- 5.5 If the condition referred to in clause 5.1 hereof is not fulfilled, subject to clause 5.3.3, this agreement of sale shall terminate and be of no further force and effect. In such event, the purchaser, if he is already in occupation of the property, shall:
 - 5.5.1 vacate the property at the end of the calendar month following the month during which failure to fulfil the condition becomes known;
 - 5.5.2 continue to pay occupational rent and (or rates & taxes) levies until the date on which he vacates the property;
 - 5.5.3 be entitled within 14 (Fourteen) days of vacating the property, to a refund of all monies paid on account of the purchase price, provided that there shall be deducted from there any amount required to be expended by the seller to repair any damage to the property, all legal costs incurred in connection with the sale, any outstanding occupational rent and levies and any legal costs incurred in ejecting the purchaser from the property, should this become necessary. To the extent that there is a shortfall, the seller shall have a claim against the purchaser.
- 5.6 The condition referred to in clause 5.1 hereof is expressed to be for the benefit only of the purchaser, who shall be entitled to waive such condition by written notice before the due date for fulfilment the seller, the estate agent or the seller's attorneys. In such an event, the purchaser will be obliged to furnish guarantees as provided in clause 4 hereof.
- 5.7 Notwithstanding anything to the contrary herein contained, should the financial institution require any defects caused by the purchaser, his family, invitees or guests to the property to be remedied before the grant of a loan to the purchaser, such defects shall be rectified by the purchaser at his own cost.
- 5.8 It is expressly agreed between the parties that should
 - 5.8.1 the seller itself or on the advice of the mortgage originators appointed by the seller, at any time in its sole discretion become of the opinion that it will be impossible to obtain the required loan finance for the purchaser, due to any of the factors referred to in clause 5.3.2 or for any other reason and advise the purchaser thereof in writing; or
 - 5.8.2 loan finance not be granted to the purchaser, for any reason whatsoever, within the period provided for in clause 5.1;

It shall be regarded that the suspensive conditions have not been fulfilled, and the agreement shall lapse and be of no further force or effect.

- 5.9 The Purchaser shall be responsible for all interim interest which may be applicable from the date of registration of transfer into his name.

6. TRANSFER AND BOND COSTS

- 6.1 Registration of transfer of the land shall be effected by the seller's attorneys as soon as reasonably possible after the payment of the purchase price of the land or guarantees issued as contemplated in clause 4.2 above, at the cost and expense of the seller.
- 6.2 The Seller shall pay all costs relating to the registration of any bond over the land, provided that the seller's attorneys are instructed to attend to the registration of the bond, and the bond application was participated in and sourced by the seller's nominated mortgage originators. Should any other conveyancer attend to the bond's registration, the purchaser shall be liable for all costs relating to the bond's registration.
- 6.3 The initiation fee, as charged by the bank, is for the purchaser's account.
- 6.4 The Purchaser shall on-demand pay and be liable for the rates, taxes, and imposts as contemplated in clause 3.2.
- 6.5 The Purchaser shall immediately on demand sign all transfer and Bond documents when requested by the seller's attorneys.
- 6.6 In the event of the purchaser failing or neglecting within seven (7) days of dispatch of the written request, to sign all transfer and bond documents and pay all bond costs, he shall from the eighth (8th) day after the date of dispatch of such request, become liable to pay to the Seller interest on the total purchase price, calculated Mutatis Mutandis following clause 10.3, without prejudice to any of the Sellers rights according to clause 7, until he has remedied the breach.
- 6.7 It is agreed that transfer will not be affected to the purchaser unless and until the Building Contract contemplated in clause 13 had been signed and finalised.

7. BREACH BY THE PURCHASER

Should the purchaser commit any breach of this agreement and remain or persist in such breach after the expiry of a period of seven (7) days after dispatch of a written notice to him requiring him to rectify or remedy such breach, then the seller shall be entitled, without prejudice to any other remedies that it may have at law, to:

- 7.1 immediately issue Summons against the purchaser for specific performance and payment of the full balance of the purchase price plus interest and all other amounts still due in terms hereof;
OR
- 7.2 cancel this agreement and to recover all damages suffered by the seller as a result of such cancellation; OR
- 7.3 immediately cancel this agreement without the mediation of any Court and after that, all amounts paid by the purchaser in terms hereof will be forfeited to the seller as its sole and exclusive property and which shall be retained by it as partial 'rouwkoop' and as a genuine pre-estimate of liquidated damages suffered by it as a result of such cancellation. The parties agree that any

amount thus retained represents a fair and reasonable estimate of the Sellers damages, but such damages shall always be subject to clause 7.5 hereof.

- 7.4 Should the agreement be cancelled as envisaged in clauses 7.2 and 7.3 above, the purchaser will immediately forfeit or abandon any rights which he may have acquired in and to the land to the seller and, as a result of this, irrevocably agrees and undertakes to vacate the ground immediately.
- 7.5 Notwithstanding the provisions of clauses 7.2 and 7.3 hereof and without prejudice to any of the seller's other rights, the parties agree that an amount of R10,000 (Ten Thousand Rand) will be forfeited by the purchaser to the seller as an agreed penalty should this agreement be cancelled for any reason whatsoever.

The seller's attorneys are irrevocably authorised to deduct this amount from the deposit and pay the same over to the seller. The parties acknowledge and agree that such a penalty is a fair and reasonable amount proportionate to the damages suffered (or which may be suffered) by the seller within their contemplation and is deliberately and specifically enacted to provide for the purchaser's failure default.

8. LEGAL PERSONS AND TRUSTS

- 8.1 Should the Purchaser sign this agreement in his capacity as a trustee or a promoter of a Company or Close Corporation to be formed and such Company, or Close Corporation is not created and registered within 35 (thirty-five) days from the date hereof (or such more extended period as may be agreed to in writing) and the Company or Close Corporation does not ratify and adopt this agreement. The purchaser shall be held liable in his personal capacity as the purchaser hereunder.
- 8.2 The Purchaser at this moment irrevocably undertakes and agrees not to alienate, sell, transfer, cede, assign, burden, encumber or otherwise dispose of any of the shares or members' interests in such Company or Close Corporation until the land has been transferred to and registered in the name of the Company or Close Corporation.
- 8.3 Should the Company, or Close Corporation ratify and adopt this agreement or should the purchaser be an existing Company, Close Corporation or Trust. The Signatory hereof at this moment binds himself irrevocably jointly and severally with the Company, Close Corporation, or Trust under renunciation of the benefits of division and excursion, as surety and co-principal debtor unto and in favour of the seller for the punctual and proper performance by the Company, Close Corporation or Trust of all or any of its obligations assumed hereunder.
- 8.4 Should the Purchaser sign this agreement in his capacity as a trustee of an existing Trust. The Trust does not ratify and adopt this agreement within thirty (30) days after signature hereof. The purchaser shall be held liable in his personal capacity as the purchaser hereunder.
- 8.5 Should there be more than one purchaser in terms of this agreement, such Purchasers are bound jointly and severally and in solidum to the seller for the punctual, proper and due performance of all their obligations assumed hereunder.

9. DOMICILIA

- 9.1 The parties have chosen as their respective *domicilium citandi et executandi*:
- 9.1.1 The Seller:
Pretatone (Pty) Ltd
14 Rooivalk Street
Magliessig Sandton

9.1.2 The Purchaser: _____

Fax: _____

Email: _____

Until the completion date and after that at the address of the land.

9.2 Any notice, demand or communication required or permitted to be given in terms of this agreement shall be valid and effective only if given in writing. Still, it shall be competent to give notice by telefax and email.

9.3 Either party may, by notice to the other, change the address chosen as its *domicilium citandi et executandi* to another physical address where the post is delivered; provided, however, that any such change or changes shall only become effective on the third business day following receipt of the notice by the addressee. The telefax number or email address of either party may also be changed following the provisions, *mutatis mutandis*, of this clause 9.

9.4 Any notice to a party:

9.4.1 sent by prepaid registered post in a correctly addressed envelope to its *domicilium citandi et executandi* shall be deemed to have been received on the seventh (7th) day after posting (unless the contrary is proved);

9.4.2 delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery;

9.4.3 Sent by telefax and email to its chosen telefax number and email address shall be deemed to have been received on the first business day following the date of transmission (unless the contrary is proved).

9.5 Notwithstanding anything to the contrary herein contained, a written notice or communication received by a party shall be an adequate notice or communication to it, notwithstanding that it was not sent to or delivered at its *domicilium citandi et executandi*.

10. JURISDICTION, LEGAL COSTS AND INTEREST

10.1 The parties, because of this agreement, that either party may refer any dispute to arbitration in which event the AFSA Rules will apply to resolve such conflict. Notwithstanding those as mentioned above, either party shall have the right, in its discretion, to institute an action in the High Court with appropriate jurisdiction.

10.2 The Purchaser at this moment agrees that should the seller utilise any legal services in enforcing any of its rights set out herein, the purchaser on the scale will pay the costs of such legal services as between attorney and own client.

10.3 Should any amounts due and outstanding under this agreement not be paid on the due date in terms of this agreement. Then the purchaser shall be liable to pay to the Seller interest on such outstanding amounts calculated at the rate of two percentage points (2%) above the ruling prime commercial overdraft rate as charged by ABSA BANK from time to time during the period in which the amounts are overdue.

11. AMENDMENTS AND CESSIONS

- 11.1 This Agreement constitutes the whole, and entire agreement between the parties and no stipulation, promise, warranty, representation, or condition which is not recorded herein shall be binding on the seller unless same is reduced to writing and signed by or on behalf of both parties.
- 11.2 No alteration or variation of whatever nature of this agreement, including this clause, and the building contract shall be of any force and effect unless same is reduced to writing and signed by both the Purchaser and the Seller
- 11.3 The Purchaser shall not cede, assign, makeover, alienate, pledge, burden or otherwise encumber any of his rights in terms of this agreement without the prior written consent of the seller first being had and obtained.

12. INDULGENCES AND WAIVERS

- 12.1 Any latitude, grace or extension of time which may be allowed or permitted by the seller to the purchaser in respect of any payment provided for herein, or any matter or thing which the purchaser is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of any of the seller's rights hereunder at any time to require strict and punctual compliance with every provision or term hereof or as a waiver of any of the seller's other rights hereunder.
- 12.2 The remission of any payment, the grant of any extension of time or relaxation of any term or condition or condonation of any breach hereof or any other permission, relaxation or indulgence which the seller to the purchaser may afford shall not be deemed to be a waiver or a novation of any of the seller's rights in terms hereof.
- 12.3 Unless expressly otherwise confirmed in writing by the seller, no receipt of any payment by the seller or its agents or attorneys will in any manner whatsoever prejudice the seller or be deemed to be a waiver, withdrawal or abandonment of any cancellation or right to cancellation which the seller may have acquired before such receipt.

13. CONDITION PRECEDENT

- 13.1 This agreement of sale is suspensive conditional upon the Purchaser as Owner entering into a Building Contract with Pretatone Pty Ltd or nominee as appointed by the Contractor, at a building price to be agreed upon within 30 (thirty) days from date of acceptance hereof by the seller, failing which this agreement shall become null and void.
- 13.2 This agreement forms part and is indivisibly linked to the building described above Contract. Should such a Building Contract before registration of transfer of the property be cancelled for any reason whatsoever. This Agreement of Sale shall also ipso facto be simultaneously cancelled, without any further notice being required and without prejudice to the seller's rights as set out in clause 7 hereinbefore.
- 13.3 Should the Building Contract, after the property has been registered into the name of the purchaser, be cancelled for any reason whatsoever, the seller shall, in its sole and absolute discretion, have the right, after giving the Purchaser 7 (seven) days written notice, to retransfer the property from the purchaser into the name of the seller, without prejudice to the seller's rights as set out in clause 7 hereinbefore. At this moment, the purchaser irrevocably authorises the seller's conveyancers as his attorney and agent to sign all documents that may be required for such transfer on behalf of the purchaser.

14. ESTATE AGENTS COMMISSION

- 14.1 The Seller shall pay the agent's commission on this transaction to the estate agent at the rate and the terms contained in their marketing mandate. The transferring attorneys are at this moment irrevocably authorised to pay the agents their commission from the proceeds of the purchase price on registration of transfer. The agent's commission shall be deemed to be earned on the signature of this agreement and fulfil the suspensive condition referred to in clause 5.1 hereof and payable on registration of transfer of the land in the name of the purchaser.
- 14.2 Should this sale be cancelled by mutual agreement, and the seller shall be responsible for payment of the commission to the agent.
- 14.3 Provided that should this sale be cancelled because of any default by the purchaser, the purchaser will be liable for the commission to the agent, notwithstanding the non-registration of the transfer into the name of the purchaser.

15. HOMEOWNERS ASSOCIATION

15.1 The Purchaser acknowledges that he is required upon registration of the land into his name, to become a Member of STRELITZIA OWNER'S ASSOCIATION, and irrevocably agrees to conduct himself strictly following and shall be bound by the Memorandum and Articles of Association of such Association

15.2 The Purchaser acknowledges that he is aware of the fact that:

- 5.2.1 he will be responsible for paying his pro-rata share of all the costs of whatsoever nature;
- 15.2.2 he will be liable from the date of transfer into his name to pay all contributions to the fund to be established by STRELITZIA MANOR HOMEOWNERS ASSOCIATION. He shall be responsible for occupation or registration of transfer, whichever is the earlier, to pay on demand to the seller his proportionate share of any amounts disbursed by the seller in advance, beyond the date of occupation for and in respect of all rates and taxes, local levies, electricity and water accounts sanitary fees, rubbish removal fees, security, imposts, insurance premiums and any other contributions and shall after that make payment direct to the Local Authority if so required.

16. CONDITIONS OF TITLE

The seller shall be entitled to procure that in addition to all other conditions of title and subdivision referred to above, the following conditions of title be inserted in the Deed of Transfer in terms of which the purchaser takes title to the Land

- 16.1 "Every owner of the erf or any subdivision thereof or any interest therein shall become and shall remain a Member of the Home Owners Association and be subject to its constitution until he ceases to be an owner as aforesaid. Neither the erf, not any subdivision thereof or any interest therein shall be transferred to any person who has not bound himself to the satisfaction of such association to become a member of the Home Owners Association".
- 16.2 "The owner of the erf or any subdivision thereof, or any interest therein, shall not be entitled to transfer the erf or any subdivision thereof or any interest therein without a clearance certificate from the Home Owners Association that the provisions of the Articles of Association of the Home Owners Association have been complied with".

16.3 "The expression 'Home Owners Association' in the conditions described above of title shall mean STRELITZIA MANOR HOME OWNERS ASSOCIATION (to be registered incorporated association, not for gain)".

16.4 Should the Registrar of Deeds require any amendment whatsoever of such condition to affect the registration of the same, the purchaser resulting from this irrevocably agrees to such amendment.

17. IRREVOCABLE OFFER AND ACCEPTANCE

17.1 Should the Purchaser sign this agreement before the seller then:

17.1.1 the Purchaser by his signature hereto hereby makes an offer to the seller to purchase the land at a price and on the terms and conditions set out herein; and

17.1.2 the purchaser further agrees and undertakes that this offer shall be irrevocable and open for acceptance by the seller for 30 (Thirty) days. The purchaser also undertakes and acknowledges that such request will not in any manner be capable of being withdrawn by him before the date mentioned above.

17.2 The Purchaser agrees and consents that the mere receipt of this agreement by the seller duly signed by the purchaser will constitute acceptance by the seller of the Purchasers undertaking not to withdraw this offer within the period mentioned in clause 21.

18. NHBRC

18.1 The purchase price includes the NHBRC fees, which are payable upon request to the NHBRC for permission to build.

19. SOUTH AFRICAN REVENUE SERVICE

19.1 The Purchaser warrants that, at the date of signature hereof, no returns or payments due by the purchaser, or his auditors, accountants, agents or any other responsible person, party or institution on his behalf, to the South African Revenue Service in terms of any of the taxation laws of the Republic of South Africa, are outstanding. There are no circumstances that might cause the South African Revenue Service to refuse or delay the issue of a Transfer Duty Receipt or a VAT Exemption Certificate in terms of the provisions of Section 9 (15) of the Transfer Duty Act, 1949, with regards to this transaction.

19.2 The Purchaser further undertakes to make available to the transferring attorney immediately on request, all and any documentation and information required by the transferring attorney to present to the South African Revenue Service for the issue of a Transfer Duty Receipt or a VAT exemption Certificate in terms of the provisions of Section 9 (15) of the Transfer Duty Act, 1949.

20. BUILDING OPERATIONS

20.1 The Purchaser acknowledges that the Township in which the property is situated is not fully developed, that building will take place on adjacent or neighbouring subdivisions or erven, and that the said building operations may cause the Purchaser unavoidable inconvenience. The purchaser acknowledges that he shall have no claim against the Developer or the Contractor arising out of such building operations.

21. OTHER TERMS

21.1

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21.2.....

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SIGNED by the PURCHASER at thisday
of 2021.

AS WITNESSES

1. _____

PURCHASER

2. _____

PURCHASER

The Purchaser/s is/are assisted herein insofar as may be necessary or required by his/her/their surety/ies/co-principal debtor/s who binds her/ himself/themselves to the seller as surety/ co-principal debtor/s, as a result of this renouncing the benefits of division, excussion and cession of action.

SIGNED at thisday of
..... 2021

AS WITNESSES.

1. _____

2. _____
PURCHASER'S SURETY/IES/CO-PRINCIPALS DEBTOR/S

SIGNED by the SELLER at thisday of
..... 2021.

AS WITNESSES.

1. _____

2. _____
_____ **SELLER**

| No. of Trust, CC or Company (If not individual/s) | | |
|--|---|--|
| PARTICULARS | PURCHASER, DIRECTOR, MEMBER, TRUSTEE | CO-PURCHASER, SPOUSE, SURETY, COMPANY, CLOSE CORPORATION |
| Occupation | ..... | ..... |
| Employer Name | ..... | ..... |
| Employer Street Address | ..... | ..... |
| Period of employment |years |years |
| If the period of employment for less than 3 years: | | |
| Name of the previous employer | ..... | ..... |
| Period with previous employed |years |years |
| Postal Address (if different from residential address) | ..... | ..... |
| Bank | ..... | ..... |
| Branch | ..... | ..... |
| Name of the account holder | ..... | ..... |
| Account No. | ..... | ..... |
| Type of Account | ..... | ..... |
| Tax Number | .... | ... |

| | | |
|--------------|---------------|---------------|
| | | |
| Gross Income | R p/m | R p/m |