



AGREEMENT OF SALE

(Completed units)

between

AVON CHASE PROPERTIES CC

Reg. No. CK96/04245/23

("the Seller")

and

The party whose full particulars appear in the Information Schedule.

("the Purchaser")

Sale of :

Apartment No. _____

Under cover parking bay No/s. _____

Open parking bay No/s. _____

Storeroom No/s. _____

Sales Agent's Name _____

Sales Agent's Tel : No: _____

COVERING SCHEDULE

1	PARTIES		
1.1	Seller:	Avon Chase Properties CC (CK96/04245/23)	
	Address:	18 Malcolm Road, Rondebosch, 7700	
1.2	Purchaser:		
	ID No / Date of Birth / Registration No :		
	Purchaser's Income Tax Reference No:		
	Natural Person (full names) if representing a legal entity :		
	Identity Number or Date of Birth of legal entity's representative:		
	Residential Address: (<i>street address</i>)	_____	

	Postal Address:	_____	

	Marital Status:		
	Full Names of Spouse:		
	Telephone No: (Home)		
	Telephone No: (Work)		
	Telephone No: (Cell):		
	Telefax:		
	E-mail Address:		

2	SUBJECT MATTER	
2.1	Apartment (including balcony and / or terrace, as applicable): as identified in the apartment identification plan annexed hereto as annexure "B"	Apartment No: _____
2.2	Under Cover Parking Bay/s:	Parking bay/s no/s _____ allocated to the apartment as reflected on the undercover parking and storeroom layout plan annexed hereto (marked "C").
2.3	Open Parking Bay/s:	Parking bay/s no/s _____ allocated to the apartment as reflected on the undercover parking and storeroom layout plan annexed hereto (marked "D").
2.4	Storeroom/s:	Storeroom/s No: _____, allocated to the apartment being the storeroom reflected on the undercover parking and storeroom layout plan annexed hereto (marked "C").
3	PURCHASE PRICE	
3.1	Apartment Purchase Price:	R
3.2	Storeroom/s Purchase Price	R
3.3	TOTAL PURCHASE PRICE	R
3.4	Deposit payable on signature hereof by the Purchaser:	R
3.5	Balance of purchase price:	R
4	POSSESSION DATE	
	Date:	
5	ESTIMATED TRANSFER DATE	
	Date:	
6	ESTIMATED LEVY EXCLUDING RATES	

6.1	Apartment including balcony and / or terrace :	R
6.2	Storeroom/s :	R
6.3	Total estimated levy (excluding rates):	R
7	ESTIMATED RATES LEVY	
	Rates Levy	to be levied by the Local Authority
8	TRANSFERRING ATTORNEY	
	Name of Attorney:	Smith Tabata Buchanan Boyes 2 nd Floor, Buchanan's Chambers Corner of Warwick and Pearse Roads CLAREMONT 7700 Ref : Martine Newman / Shelley Crowie Tel: (021) 673 4700 Fax: (021) 673 4701

SIGNATURE DOCUMENT**INTRODUCTION:**

- (a) A residential sectional title development known as Citadel comprising of residential apartments has been established on the Property known as Erf 168460 Plumstead (the "Property") and the Seller is the owner of a number of units in this development.
- (b) The Seller has agreed to sell to the Purchaser who has agreed to purchase a sectional title apartment in the scheme known as "The Citadel" comprising an apartment including the balcony or terrace (if applicable) and a storeroom (if applicable) together with the rights to the exclusive use of the undercover parking bay/s and / or the open parking bay/s (if applicable) described in the covering schedule ("the subject matter"), together with its undivided share in the common property, subject to and upon the terms and conditions contained in this agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 In this agreement, unless inconsistent with the context:

- 1.1.1 “apartment” means the sectional title unit comprising the apartment and the balcony and terrace area/s (if any) described in paragraph 2.1 of the covering schedule and indicated in the apartment identification plan annexed to this sale agreement (marked “B”) including an undivided share in the common property as apportioned to the section/s in accordance with the participation quota/s determined in accordance with the Sectional Titles Act;
- 1.1.2 “body corporate” means the body corporate in relation to the building and the property, as contemplated in terms of section 36 of the Sectional Titles Act;
- 1.1.3 “building” means the building erected on the property as part of the scheme;
- 1.1.4 “common property” means
 - 1.1.4.1 the land included in the scheme; and
 - 1.1.4.2 such parts of the building as are not included in a section; and
 - 1.1.4.3 such parts of the building as are not included in a section; and
 - 1.1.4.4 any land in relation to the scheme, referred to in section 25 of the Sectional Titles Act;
- 1.1.5 “completion date” means the date upon which the apartment was completed for beneficial occupation, as certified by the architect in the event of a dispute, whose decision as to that date shall be final and binding upon the parties;
- 1.1.6 "Council" means the City of Cape Town or its successors in title;
- 1.1.7 “covering schedule” means the covering schedule to this agreement of sale;
- 1.1.8 “development” means the development on Erf 168460 Plumstead known as Citadel, comprising of residential sectional title apartments, which development is situated on the erf described in the property identification plan annexed to this agreement marked "A";

- 1.1.9 “estimated transfer date” means the estimated transfer date of the subject matter being the date specified in paragraph 5 of the covering schedule;
- 1.1.10 “exclusive use areas” means such parts of the common property reserved for the exclusive use and enjoyment of the registered owner for the time being of the apartment in terms of section 27A of the Sectional Titles Act which includes the under cover and open parking bay/s, if applicable;
- 1.1.11 “plans” mean the annexures to this agreement of sale (marked “A” to “D”);
- 1.1.12 “possession date” means the date upon which occupation of the apartment is tendered to the Purchaser as specified in paragraph 4 of the covering schedule;
- 1.1.13 “prime rate” means a rate of interest per annum which is equal to the Nedbank Bank published minimum lending rate of interest per annum, compounded monthly in arrears, charged by the said bank 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 shall 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);
- 1.1.14 “property” means the land on which the development is situated being the Erf 168460 Plumstead and indicated on the property identification plan annexed hereto (marked “A”);
- 1.1.15 “Purchaser” means the purchaser of the subject matter being the party described in paragraph 1.2 of the covering schedule;
- 1.1.16 “register” means the sectional title register opened in respect of the scheme in terms of the Sectional Titles Act;
- 1.1.17 “regulations” means the regulations promulgated under section 55 of the Sectional Titles Act from time to time;
- 1.1.18 “rules” means the management and conduct rules relating to the scheme;
- 1.1.19 "sale agreement" means this agreement entered into between the Seller and the Purchaser which contains the *essentialia* of the agreement of sale;

- 1.1.20 “scheme” means the sectional title scheme known as “The Citadel” established on the property;
- 1.1.21 “section” means a section as defined in the Sectional Titles Act;
- 1.1.22 “sectional area” means the area of a section measured in accordance with the provisions of the Sectional Titles Act;
- 1.1.23 “sectional plan” means the sectional title plan/s registered in respect of the scheme;
- 1.1.24 “Sectional Titles Act” means the Sectional Titles Act No 95 of 1986 (or any statutory modification or re-enactment thereof) and includes the regulations made thereunder from time to time;
- 1.1.25 “Seller” means Avon Chase Properties CC (Registration No CK96/04245/23) or it’s successors in title;
- 1.1.26 “Seller's attorneys” means the firm of attorneys specified as the Transferring Attorney in paragraph 9 of the covering schedule or such other attorneys as may be appointed from time to time by the Sellers to pass transfer of the subject matter;
- 1.1.27 “storeroom” means the storeroom (if any) referred to in paragraph 2.4 of the covering schedule and indicated in the under cover parking and storeroom layout plan annexed hereto (marked “C”), the number of which shall be as reflected in the sectional plan relating thereto as approved by the Surveyor-General;
- 1.1.28 “subject matter” refers to paragraph 2 of the covering schedule and specifically means:
- 1.1.28.1 the apartment; and
 - 1.1.28.2 the storeroom (if applicable) in terms of paragraph 2.4 of the covering schedule; and
 - 1.1.28.3 the right of exclusive use of the open and/or under cover parking bay/s (if applicable) in terms of paragraph 2.2 and 2.3 of the covering schedule;
- as described in the sectional plan, read together with the register;
- 1.1.29 “total floor area” means the total sectional area of all the sections within the development;

- 1.1.30 “transfer date” means the date of registration of transfer of the apartment and the cession of the rights of exclusive use forming part of the subject matter into the name of the Purchaser in the Deeds Office;
- 1.1.31 “under cover and open parking bay/s” means the under cover and open parking bay/s referred to in paragraphs 2.2 and 2.3 of the covering schedule and indicated in the under cover parking and storeroom layout plan and open parking bay layout plan annexed hereto (marked “C” and “D” respectively), which under cover and open parking bay/s have been allocated to the relevant units in terms of the rules of the scheme in accordance with the provisions of section 27A of the Sectional Titles Act;
- 1.1.32 “VAT” means value-added tax at the applicable rate in terms of the Value-Added Tax Act No 89 of 1991 (or any statutory modification or re-enactment thereof) and includes any regulations made thereunder from time to time.
- 1.2 Words and expressions defined in the Sectional Titles Act shall have the meanings therein defined.
- 1.3 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include females and words importing persons shall include partnerships and bodies corporate and vice versa.
- 1.4 The head notes to the paragraphs to this agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.5 Reference to this agreement shall include, inter alia the covering schedule appearing at the commencement of the sale agreement and all annexures hereto.
- 1.6 If any provision in the preamble to this agreement and/or in this clause 1 is a substantive provision conferring rights or imposing obligations on any party, then notwithstanding that such provision is contained in the preamble and/or this clause 1, as the case may be, effect shall be given thereto as if such provision were a substantive provision in the body of the agreement as well as the sale agreement.

2. **SUBJECT MATTER**

The Seller hereby sells to the Purchaser who hereby purchases the subject matter upon the terms and conditions contained in this agreement.

3. PURCHASE PRICE AND PAYMENT

- 3.1 The purchase price of the subject matter shall be the amount specified in paragraph 3 of the covering schedule inclusive of VAT.
- 3.2 The Purchaser shall pay the deposit amount specified in paragraph 3.4 of the covering schedule upon signature of this agreement by the Purchaser to the Seller's attorneys, which amount shall be held in trust by the Seller's attorneys and invested in the name of the Purchaser, with interest to accrue to the Purchaser until the date of registration of transfer. The Purchaser acknowledges that the deposit and any additional funds paid by the Purchaser shall only be invested as above as from the date of compliance by the Purchaser with the requirements of the Financial Intelligence Centre Act, Act 38 of 2001 ("FICA") by the provision by the Purchaser of the prescribed documentation to the Seller's attorneys, the Purchaser acknowledging that the Seller's attorneys will not be in a position to invest such deposit for his / her benefit until such time as the necessary FICA documentation have been provided to the Seller's attorneys. It being further recorded that details of the FICA documentation which are required, are obtainable from the Seller's agent upon request by the Purchaser.
- 3.3 The balance of the purchase price shall be paid to the Seller against registration of transfer of the apartment into the name of the Purchaser in the deeds office.
- 3.4 With regards to the balance of the Purchase Price, the Purchaser shall furnish the Seller's attorney with either : -
- 3.4.1 an irrevocable guarantee issued by a recognised commercial bank acceptable to the Seller in accordance with the specimen bank guarantee annexed hereto (marked "E"); or
- 3.4.2 a mortgage bond quotation and pre-agreement statement accepted by the Purchaser and issued by a recognised financial institution acceptable to the Seller, the terms and conditions whereof are also to be acceptable to the Seller;
- for the due payment of the balance of the purchase price against registration of transfer of the apartment into the name of the Purchaser in the deeds office within 30 days after date of signature by the Purchaser of the agreement of sale.
- 3.5 All amounts payable by the Purchaser in terms of this agreement shall be paid to the Seller's attorneys free of exchange or bank commission at Cape Town and without deduction or set off by means of a cheque drawn by a recognised commercial bank or a bank guaranteed cheque.

4. MORTGAGE BOND ORIGINATOR

- 4.1 For the purposes of obtaining the loan (if any) in respect of the balance of the purchase price referred to in clause 3.5 of the covering schedule, the Purchaser hereby authorises Better Bond as mortgage originator/s ("the mortgage originator") to submit a loan application on the Purchaser's behalf to any financial institution acceptable to the Seller, and agrees and undertakes to furnish the mortgage originator with any such information or any document, and to complete and sign all such documents, which is / are required or necessary for the purposes of such loan application within seven days of the date of signature hereof by the Purchaser.
- 4.2 The Purchaser shall not make application for the loan referred to in 4.1 above to any person other than the mortgage originator without the prior written consent of the Seller.
- 4.3 The Purchaser shall appoint the Seller's attorneys as conveyancers for the registration of the mortgage bond in respect of the loan referred to in clause 4.1 above.

5. WARRANTY BY PURCHASER

The Purchaser warrants that the Purchaser is not currently and until transfer of the subject matter into the name of the Purchaser, will not be in default of any income or other tax law obligations to the South African Revenue Service, which would serve to delay the obtaining of the required transfer duty receipt/s or exemption certificate/s from the South African Revenue Service or serve to cause the financial institution, which is granting mortgage finance to the Purchaser [if applicable], to withdraw the mortgage finance offered.

6. FICA

- 6.1 The Purchaser acknowledges that he is aware of the provisions of the Financial Intelligence Centre Act and that by acquiring property and mortgage finance, if any, that the Transferring attorneys would have to comply with the appropriate provisions of the said Act, including the requirement that they have all the relevant details of the Purchaser to enable them to invest, for the benefit of the Purchaser, any funds received from such Purchaser.
- 6.2 The Purchaser hereby accordingly agrees to provide the Transferring Attorneys with his full co-operation and disclosure in order that the Transferring Attorneys may meet their obligations in this regard.

7. TRANSFER AND CESSION OF THE SUBJECT MATTER

- 7.1 Transfer of the apartment and storeroom/s (if applicable) and cession of the exclusive use areas forming part of the subject matter shall be passed by the

Seller's attorneys and shall be given and taken on the transfer date or as soon as possible thereafter.

7.2 Within 5 days of being requested to do so by the Seller's attorneys, the Purchaser shall sign all such documents and furnish the Seller's attorneys with all such documents as may be necessary or requisite for the purposes of the registration of transfer of the subject matter.

7.3 The Purchaser shall upon request of the Seller's attorneys pay all costs of the registration of transfer of the apartment (plus VAT on such costs), including transfer costs and stamp duties, bond costs, costs of all necessary affidavits and all other costs which have to be incurred in order to comply with statutes or other enactments or regulations relating to the passing of transfer of the apartment and cession of the exclusive use areas relating thereto.

8. POSSESSION AND OCCUPATION

8.1 The Seller shall ensure that the subject matter is available for occupation by the possession date which shall not be later than the transfer date, on which date all risk and benefit in respect of the apartment or the subject matter (as applicable) shall pass to the Purchaser.

8.2 If transfer of the apartment is registered after the possession date, the Purchaser shall pay to the Seller occupational interest at the prime rate calculated on the full purchase price from the possession date until the date of registration of transfer (both dates inclusive).

8.3 Should the Purchaser:

8.3.1 fail to pay any amount due in terms of this agreement or sign any document which the Purchaser is required to sign in terms of this agreement; or

8.3.2 commit any other breach of the provisions of this agreement;

and fail to remedy such failure and/or breach within 7 days after receipt from the Seller or the Seller's attorneys of a request to do so, then the interest payable by the Purchaser in terms of clause 8.2 shall be the rate of 3% above the prime rate for as long as such failure and/or breach continues.

8.4 Neither the Purchaser nor any person or firm employed by the Purchaser shall carry out any work on or to the apartment or the exclusive use areas prior to registration of transfer of the subject matter to the Purchaser. Any work subsequent thereto shall not be carried out without the prior written consent of the Trustees of the Body Corporate, if applicable.

- 8.5 If for any reason whatsoever the Seller is unable to give the Purchaser occupation of the apartment and the storeroom (if applicable) and / or the exclusive use areas by the possession date, then the Purchaser shall have no claim of whatsoever nature against the Seller as a result thereof but should the apartment not be available for occupation within two months after the possession date, then the Purchaser shall be entitled to resile from this agreement by written notice to the Seller to such effect in which case the Purchaser shall only be entitled to claim repayment of the deposit plus accrued interest thereon.

9. VOETSTOOTS AND TITLE CONDITIONS

- 9.1 Subject to the rectification of defects in terms of clause 10 below, the Purchaser acknowledges having inspected the subject matter which is accordingly sold "voetstoots" as it stands as at the possession date and the Seller gives no warranties (express or implied) as to latent or patent defects.
- 9.2 The Purchaser shall accept transfer of the apartment and the storeroom/s (if any), and the rights in respect of the exclusive use areas conferred to the Purchaser, subject to the rules and all conditions and servitudes benefiting or burdening same and the property whether existing or hereinafter imposed by any competent authority or by the Seller.

10. WARRANTIES BY THE SELLER

- 10.1 The Purchaser acknowledges that the apartment has been enrolled with the NHBRC in terms of the Housing Consumers Protection Movement Act and that the warranties in terms thereof will apply.
- 10.2 In terms of 10.1 above the Purchaser must notify the Seller in writing within the time periods prescribed in respect of the Housing Consumer Protection Measures Act of any such defects, failing which, the Purchaser shall be deemed to have accepted the apartment and the exclusive use areas in the condition in which the same were as at the completion date.
- 10.3 All warranties and undertakings given by the Seller to the Purchaser in terms of this agreement are personal to the Purchaser who shall not be entitled to cede, assign or make over its rights thereto.

11. CONDITIONS APPLICABLE PENDING TRANSFER

- 11.1 With effect from the possession date of the apartment and pending registration of transfer of the apartment and cession of the exclusive use rights forming part of the subject matter, the following conditions shall apply:

- 11.1.1 save insofar as may be inconsistent with the provisions of this agreement, the provisions of section 44(1) of the Sectional Titles Act shall apply;
- 11.1.2 the provisions of the rules insofar as they cast any duty upon the owner or occupier of a apartment, shall bind the Purchaser and be enforceable by the Seller;
- 11.1.3 the Purchaser may not make any alterations or additions to the apartment and/or the exclusive use areas;
- 11.1.4 the Purchaser shall maintain the apartment and the exclusive use areas in good order and condition;
- 11.1.5 the Purchaser shall not be entitled to sell, transfer and/or cede the apartment and/or any rights in respect of the exclusive use areas (including, but not limited to, the Purchaser's rights of occupation thereof) except with the prior written consent of the Seller.

12. LEVIES

- 12.1 The Purchaser shall be liable from the possession date for:
 - 12.1.1 levies payable in terms of section 37(1) of the Sectional Titles Act calculated in accordance with the rules;
 - 12.1.2 rates and taxes payable to the local authority;
 - 12.1.3 all electricity and water consumed in or on the apartment and/or the storeroom, if separately metered.
- 12.2 The Purchaser shall from the possession date pay on account such levies as may be due to the Body Corporate. Any special levies which may be raised by the trustees of the Body Corporate after date of signature hereof the Deed of Sale shall be payable by the Purchaser.
- 12.3 Such levies and rates shall be paid to the Seller or its appointed agent until registration of transfer and thereafter to the Body Corporate and local authority, monthly in advance on the first day of each and every calendar month commencing from the possession date provided that if the possession date falls on any day other than the first day of a calendar month, then the Purchaser shall be obliged on the possession date to pay a pro rata share of the levies or rates due for the calendar month on which the possession date occurs. After registration of transfer the Purchaser shall be obliged to pay rates to the local authority either in arrears or in advance in accordance with the requirements of the local authority.

- 12.4 The Purchaser shall upon request be obliged to furnish the Seller or the trustees of the body corporate and / or the managing agent with a debit order drawn on the Purchaser's bank in respect of payment of all levies as contemplated in clause 12.1 above.

13. RESALE OF THE SUBJECT MATTER

- 13.1 The Purchaser shall not be entitled to sell, transfer and/or cede the apartment and/or any rights in respect of the exclusive use areas until the registration of transfer and cession thereof into the name of the Purchaser in terms of this sale agreement, without the prior written consent of the Seller.

- 13.2 The Purchaser shall not be entitled to sell, transfer and/or cede any rights in respect of the exclusive use areas and stores to a person other than a registered owner of a apartment within the scheme.

14. EXCLUSIVE USE AREAS

- 14.1 The Purchaser acknowledges having been advised that those portions of the common property known as open and undercover parking bays have been registered as parts of the common property, in respect of which the rights of exclusive use and enjoyment have been conferred upon the Purchaser in terms of section 27A of the Sectional Titles Act.

- 14.2 In terms of the rules of the Body Corporate, the exclusive use areas shall be maintained by the Body Corporate.

15. WITHHOLDING PAYMENTS AND NON-LIABILITY

The Purchaser shall not be entitled to withhold, set off or retain any amounts owing by the Purchaser to the Seller nor shall the Purchaser be entitled to withhold or abate payment of any amount due to the Seller in terms of this agreement by reason of any breach or alleged breach of the Seller's obligations under this agreement.

16. COMPANY OR CLOSE CORPORATION TO BE FORMED

If the person (the "Signatory") signing as Purchaser acts or purports to act as agent or trustee for a company or close corporation not yet incorporated:

- 16.1 The signatory personally undertakes to the Seller that the company or close corporation concerned will be incorporated and that the company or close corporation will have adopted or ratified this agreement without modification within 30 days after signature

16.2 If the said company or close corporation is not so incorporated within the period mentioned in 16.1 or having been incorporated does not adopt or ratify this agreement within 15 days aforesaid, then the signatory shall in his or her personal capacity be deemed to be the Purchaser in terms of this agreement. If the said company or close corporation is incorporated and does not adopt or ratify this agreement as contemplated in 16.1, then the signatory will be 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 and proper performance by the said company or close corporation of any obligations in terms of or arising in any way out of :

16.2.1 This agreement ; or

16.2.2 Any cancellation pursuant to this Agreement; or

16.2.3 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 that the said company or close corporation is wound up.

17. **DEFAULT PROVISIONS**

17.1 Should the Seller or the Purchaser, as the case may be (“the defaulting party”):

17.1.1 fail to pay any amount due by the defaulting party in terms of this agreement on due date and remain in default for more than 7 days after being notified in writing to do so by the other party (“the aggrieved party”); or

17.1.2 commit any other breach of any of the provisions of this agreement and fail to commence remedying that breach within a period of 7 days after the receipt of written notice to that effect by the other party (“the aggrieved party”) and complete the remedying of such breach within a reasonable time;

then and in either such event, the aggrieved party shall forthwith be entitled (but not obliged) without prejudice to any other rights or remedies which the aggrieved party may have in law, including the right to claim damages:

17.1.3 to cancel this agreement and in the event of the Purchaser being the defaulting party, the defaulting party shall forfeit all monies paid to the Sellers, or its attorneys or agent/s in terms of this agreement; or

- 17.1.4 to claim immediate performance and/or payment of all the obligations of the defaulting party in terms of this agreement, including immediate payment of the balance of the purchase price of the subject matter in the event of the Purchaser being the defaulting party.
- 17.2 Should the Purchaser dispute the right of the Seller to cancel this agreement, then pending the determination of that dispute, the Purchaser shall be obliged to continue payment of all amounts payable by it in terms of this agreement on the due dates thereof and the Seller shall be entitled to recover and accept those payments without prejudice to the Seller's claim for cancellation of this agreement or any other rights of the Seller's whatsoever.
- 17.3 Upon cancellation of this agreement for any reason whatsoever, the Purchaser hereby undertakes to vacate forthwith the apartment and all exclusive use areas.
- 17.4 If transfer of the apartment is delayed by the Purchaser for whatever reason, then the Purchaser shall pay the Seller interest on the purchase price at 3% above the prime rate calculated from the date on which transfer ought to have been registered but for such delay (as certified by the Seller's attorneys acting as experts) until the date of registration of transfer thereof, both dates inclusive, less any interest paid by the Purchaser in terms of clauses 8.2 and/or 8.3 above.
- 18. BROKERAGE**
- 18.1 The Purchaser warrants and undertakes to the Seller that the Purchaser has not been introduced to the Seller and/or the scheme by any agent or other third party other than the duly authorised agent of the Seller being the agent mentioned on the cover page of this agreement.
- 18.2 The Purchaser hereby indemnifies the Seller against any claims, loss, damages or proceedings arising out of any breach of the warranty contained in clause 18.1 above.
- 19. JOINT AND SEVERAL LIABILITY**
- 19.1 Should the Purchaser be a company, close corporation, trust or association of persons, then the person/s signing this agreement on behalf of the Purchaser (by his/their signature/s hereto) hereby binds himself or herself as surety and co-principal debtor jointly and severally to the Seller for the due and proper fulfilment of all obligations of this agreement, and for the punctual payment of all sums which are or may become due by the Purchaser in terms of, or in connection with or arising in any way whatsoever

out of this agreement or any amendment or cancellation thereof, under renunciation of the benefits of excussion and division.

- 19.2 Should the Purchaser be more than one person, then the persons comprising the Purchaser shall be jointly and severally liable to the Seller for the due and proper fulfilment of all the obligations of, and the punctual payment of all amounts which are or may become due by the Purchaser in terms of this agreement, or in connection with or arising in any way whatsoever out of this agreement or any amendment or cancellation thereof.

20. CO-OPERATION

Each of the parties hereby irrevocably undertake to:

- 20.1 sign and/or execute all such documents (and without limiting the generality of the foregoing, same shall include the execution of the necessary resolutions, consents and conveyancing documents);
- 20.2 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
- 20.3 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;
- 20.4 pass, and to procure the passing of all such resolutions of the trustees or the granting of such consents of the trustees of the body corporate;

to the extent that the same may lie within the power of such party as 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.

21. NOTICES AND DOMICILIA

- 21.1 Each of the parties chooses *domicilium citandi et executandi* ("domicilium") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from this agreement at their respective addresses set forth in paragraph 1 of the covering schedule.
- 21.2 Each of the parties shall be entitled from time to time, by written notice to the other to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.
- 21.3 Any notice given and any payment made by a party to any of the others ("the addressee") which:

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

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

21.4 Where, in terms of this agreement any communication is required to be in writing, the term "writing" shall include communications by email or facsimile. Communications by email or facsimile, unless the contrary is proved by the addressee, shall be deemed to have been received by the addressee 1 hour after the time of transmission.

22. GENERAL PROVISIONS

22.1 No alteration, cancellation, variation, 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.

22.2 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.

22.3 No indulgence, leniency or extension of time which any party may grant or show to any other party, shall in any way prejudice such party or preclude it from exercising any of its rights in the future.

SIGNED at _____ on this _____ day of _____ 20____

AS WITNESSES:

1.

2.

PURCHASER or his/her duly authorised representative who warrants that he/she is duly authorised

I, the undersigned, being the spouse of the Purchaser, do hereby consent to

LIST OF ANNEXURES

No	DESCRIPTION OF ANNEXURE
A	Property Identification plan
B	Apartment identification plan
C	Undercover parking and storeroom layout plan
D	Open parking bay layout plan
E	Specimen Guarantee