

Pam Golding Properties (Pty) Ltd: Registration Number 2004/032256/07

SCHEDULE OF PARTICULARS

1. THE SELLER (the "Seller")

1.1 Full name: _____

1.2 Identity/Passport/Registration number: _____

1.3 Full Name of spouse (if applicable): _____

1.4 Identity number of spouse (if applicable): _____

1.5 Marital status Unmarried:

Married in community of property

Married out of community of property

Married, the marriage being governed by the laws of _____
(insert name of country if not South Africa)

Other

[Tick whichever is applicable.]

1.6 Business address: _____

1.7 Residential address: _____

1.8 Postal address: _____

1.9 E-mail: _____

1.10 Phone numbers: Home: (_____) _____ Work: (_____) _____

Cell phone: _____

1.11 Fax number: (_____) _____

1.12 Occupation: _____

1.13 Name of contact person if the Seller is a juristic person: _____

1.14 SARS tax number: _____

1.15 VAT Registration Number: _____

1.16 Resident of South Africa? Yes / No [*Delete whichever is not applicable.]

1.17 Conveyancers: _____

1.18 Property bonded to: _____

1.19 Bond account number: _____

1.20 Managing agents: _____

2. THE PURCHASER (the "Purchaser")

2.1 Full name: _____

2.2 Identity/Passport/Registration number: _____

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2.3 Full name of spouse (if applicable): _____

2.4 Identity number of spouse (if applicable): _____

2.5 Marital status Unmarried:

Married in community of property

Married out of community of property

Married, the marriage being governed by the laws of _____
(insert name of country if not South Africa)

Other

[Tick whichever is applicable.]

2.6 Business address: _____

2.7 Residential address: _____

2.8 Postal address: _____

2.9 Email address: _____

2.10 Phone numbers: Home: (_____) _____ Work: (_____) _____

Cell phone: _____

2.11 Fax number: (_____) _____

2.12 Occupation: _____

2.13 Name of contact person if the Purchaser is a juristic person: _____

2.14 SARS tax number: _____

2.15 VAT Registration Number (if applicable): _____

2.16 Resident of South Africa? Yes / No [*Delete whichever is not applicable.]

3. THE AGENT

3.1 Name of Pam Golding Properties (PGP) selling agent: _____

3.2 Contact details: _____

3.3 Office address: _____

3.4 SARS tax number: _____

3.5 Sales reference number: _____

3.6 Listing number: _____

4. THE PROPERTY

The Property consists of the following Unit, comprising the Section and Exclusive Use Area/s reflected on the sectional plans as being intended for the exclusive use of the owner of the Property, including the undivided share in the Common Property as apportioned to the Section in accordance with the participation quota determined in accordance with the provisions of section 32(1) of the Sectional Titles Act No 95 of 1986 ("**Sectional Titles Act**"):

4.1 Name _____ of _____ Scheme: _____
(**"Scheme"**)

4.2 Sectional Title Scheme No S.S: _____

4.3 Erf No: _____

4.4 Section No: _____

4.5 Physical Address: _____

					EXCLUSIVE USE AREAS		
	Unit	Garage	Store room	Staff Accom.	Covered parking	Open parking	Garden / Yard / Patio
Door / identifying number							
Section no. according to sectional plan							
Estimated levies +/-rates per month							

ANNEXURES:

Annexure "1" – Questionnaire

Annexure "2" – Seller's List of Defects

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**TERMS AND CONDITIONS OF SALE OF SECTIONAL
TITLE PROPERTY**

The terms and conditions of sale of sectional title Property ("**Terms and Conditions**") set out in this document, the Schedule of Particulars and any annexures hereto together constitute the agreement between the parties (the "**Agreement**").

Unless otherwise indicated by the context, capitalised words and expressions in these Terms and Conditions will have the meanings given to them in these Terms and Conditions and the Schedule of Particulars to which these Terms and Conditions are attached.

In this Agreement –

- any reference to time shall be based upon South African Standard Time;
- any reference to "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
- if the due date for performance of any obligation in terms of this offer is a day which is not a business day then the due date for performance of the relevant obligation shall be the immediately preceding business day unless stated to the contrary;
- any number of days prescribed shall be calculated by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day;
- any reference to Property shall include any Exclusive Use area sold to the Purchaser in terms of this Agreement together with the undivided share in the Common Property.

1. PURCHASE AND SALE

The Purchaser hereby offers to purchase the Property referred to in the Schedule of Particulars through the agency of Pam Golding Properties ("**PGP**") and on the terms and conditions contained in this Agreement.

2. OFFER AND ACCEPTANCE

- 2.1 The Purchaser's offer shall constitute an irrevocable offer, which may not be withdrawn prior to presentation to the Seller, and which offer shall remain available for acceptance until at _____ h on _____ 20__ whereafter it shall lapse and be of no further force and effect.
- 2.2 The Purchaser acknowledges that should the Seller, in response to this offer, submit a counter offer to the Purchaser, such counter offer shall not constitute a rejection of this offer, which shall remain open for acceptance by the Seller as otherwise provided in Clause 2.1. The Purchaser and the Seller warrant that all the material terms of this Agreement have adequately been explained to the parties by PGP prior to the signature of the Agreement.
- 2.3 The Seller undertakes to send a copy of this Agreement signed by him/her/it evidencing acceptance of the offer contained herein to PGP and the Purchaser as soon as reasonably possible after his/her/its signature, but the Seller's failure to do so timeously shall not invalidate this offer.

3. PURCHASE PRICE

3.1 The purchase price is R_____ (_____
_____ Rand) (including VAT)
("Purchase Price") and shall be paid by the Purchaser as follows:

3.1.1 a deposit of R_____ (_____
_____ Rand), being 10% (ten percent) of the Purchase Price ("**Deposit**"), shall be paid within 3
(three) business days after the date of signature of this Agreement by the Seller;

3.1.2 the balance of the Purchase Price, being R_____ (_____
_____ Rand), shall be paid to
the conveyancing attorneys appointed by the Seller ("**Conveyancers**") against registration of transfer
of the Property referred to in the Schedule of Particulars ("**Transfer**").

3.2 The Deposit shall be paid into the nominated trust account of the Conveyancers and held in an interest bearing account for the benefit of the Purchaser until Transfer.

3.3 The Purchaser shall be entitled to interest earned on the Deposit at the rate paid by Absa Bank Ltd or The Standard Bank of South Africa from time to time on Retail Call Deposits on the amount in question.

3.4 The balance of the Purchase Price shall be secured by a bank guarantee/s issued in favour of the Seller from a recognised financial institution acceptable to the Seller (or such other undertaking acceptable to the Seller), which will be subject only to Transfer taking place. Such guarantee/s or undertaking shall be delivered by the Purchaser to the Conveyancers within 14 (fourteen) days of the Conveyancers written request, which request may be made at any time after the fulfilment or waiver of the Suspensive Condition/s referred to in clause 4.1 or as otherwise provided for.

3.5 In circumstances where the balance of the Purchase Price payable in terms hereof is not sufficient for the Conveyancers to secure guarantees, undertakings and/or other payments required prior to Lodgement, the Purchaser agrees that the Deposit plus any interest earned thereon, may be paid over to the Conveyancers when called for, prior to Lodgement, in order to secure such guarantees, undertakings and/or payments, provided that 1) such Deposit payment, plus any interest earned thereon, shall only serve as security and remain held in trust by the Conveyancers for the benefit of the Purchaser until Transfer; and 2) that PGP's brokerage claim is secured to PGP's reasonable satisfaction.

3.6 Notwithstanding any provision to the contrary in this Agreement, the Purchaser reserves the right to register a mortgage bond over the Property simultaneously with Transfer, provided that obtaining and registering such bond does not unreasonably delay Transfer.

4. SUSPENSIVE CONDITION

4.1 This Agreement shall be subject to the suspensive condition ("**Suspensive Condition**"), listed below:

4.1.1 Mortgage financing

4.1.1.1 Subject to clauses 4.1.1.2 to 4.1.1.4 (both inclusive), the Purchaser obtains approval for a loan to finance the amount of R_____ (_____
_____ Rand) against security of a mortgage bond registered over the Property and on such terms and subject to such conditions as are ordinarily imposed by mortgage lending financial institutions ("**Mortgage Lender**"), by no later than the _____ 20_____.

4.1.1.2 The Suspensive Condition set out in clause 4.1.1.1 shall be deemed to have been fulfilled on the date upon which the Mortgage Lender issues a written loan quotation or similar documentation approving or offering the loan sought (“Loan Approval Document”) to the Purchaser.

4.1.1.3 The Purchaser undertakes to use his/her/its best efforts and endeavours to qualify for such loan and knows of no factors which might prevent a Mortgage Lender from issuing the Loan Approval Document.

The Purchaser further undertakes to provide all information required to submit the loan application within 5 (five) business days after being called upon to do so.

4.1.1.4 If the Loan Approval Document is not issued by the date referred to in clause 4.1.1.1 then the period for fulfilment of this Suspensive Condition shall be extended automatically for a further 14 (fourteen) days.

4.2 The Suspensive Condition has been inserted for the benefit of the Purchaser who/which may waive the Suspensive Condition by giving notice in writing to the Seller at any time prior to the date for fulfilment or waiver.

4.3 Subject to clause 4.1.1.4, the Parties may only extend the due date for fulfilment or waiver of the Suspensive Condition by written agreement.

4.4 The Purchaser shall do all things reasonably necessary to procure the timeous fulfilment of the Suspensive Condition.

4.5 If the Suspensive Condition is not fulfilled or waived by the due date therefor then this Agreement shall become null and void and the Deposit and any interest accrued thereon, shall be repaid in full to the Purchaser within 5 (five) business days after such date.

5. OCCUPATION

5.1 The Seller shall give the Purchaser occupation of the Property on the date of Transfer / on _____
_____ 20_____ **[*Delete whichever is not applicable].**

5.2 Occupation of the Property shall be vacant unless the Property is occupied by a tenant in terms of any lease agreement.

5.3 If the Property is occupied in terms of any lease agreement, a copy of such lease agreement shall be attached to this Agreement.

5.4 If the date of occupation does not coincide with the date of Transfer the party in occupation whilst the Property is registered in the name of the other party, shall, in consideration therefor, and for the period of such occupancy, pay to the Conveyancers, in addition to the costs of electricity, water, sanitation and any other municipal services consumed at or on the Property, occupational interest of R_____ (_____ Rand) monthly in advance from date of occupation. No tenancy shall be created by the Purchaser taking occupation prior to Transfer and the Purchaser shall immediately vacate the Property upon termination or cancellation of this Agreement (i.e. the Purchaser shall not be regarded as a tenant and shall vacate the Property if for whatever reason this Agreement fails or is terminated and Transfer cannot be effected). The Purchaser shall not be entitled to make any alterations or additions to the Property prior to Transfer.

5.5 Notwithstanding anything to the contrary stated in this Agreement, the Purchaser shall not be given occupation of the Property until all costs of Transfer and the Deposit have been paid, the guarantee referred to in clause 3.4 has been delivered, all necessary bond and Transfer documents have been signed to the

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satisfaction of the Conveyancers, and the Purchaser is not otherwise in breach of any of the provisions of this Agreement.

5.6 From the date of occupation of the Property the Purchaser shall at all times comply with the provisions of the Sectional Titles Act 95 of 1986 (“**Sectional Titles Act**”) and the Sectional Titles Schemes Management Act No 8 of 2011 (“**Sectional Titles Management Act**”), as well as –

5.6.1 the constitution of any home owners association (if applicable), such rules as may be made by any home owners association (if applicable) or such rules as may be made by the board of trustees of the body corporate formed in respect of the Scheme (collectively the “**Body Corporate Rules**”);

5.6.2 any conduct rules as may be prescribed by the Sectional Titles Management Act and in respect of the Scheme, as amended from time to time (“**Conduct Rules**”);

5.6.3 any management rules made in terms of the Sectional Titles Management Act and in respect of the Scheme and amended from time to time (“**Management Rules**”).

5.7 **The Purchaser acknowledges that copies of the Body Corporate Rules, Conduct Rules and Management Rules, where applicable, have been provided to the Purchaser prior to his/her/its signature hereof.**

6. POSSESSION, OWNERSHIP, BENEFIT AND RISK

Possession, ownership of and all benefits and risk in the Property shall pass to the Purchaser against Transfer from which date the Purchaser shall be liable for, amongst other things, all rates, taxes and/or levies pertaining to the Property. Prepayments made by either party for any period subsequent to Transfer shall be adjusted proportionately. The Seller shall maintain adequate insurance cover on the Property until Transfer.

7. TRANSFER AND TRANSFER COSTS

7.1 Transfer shall be effected by the Conveyancers on _____ or as soon as reasonably possible thereafter provided the Purchaser has complied with the provisions of clause 3, signed all necessary bond and Transfer documents and paid all necessary costs of Transfer. **The Purchaser acknowledges that the Transfer process may be delayed for reasons beyond the control of either the Seller or the Purchaser.**

7.2 The Purchaser shall not be entitled to cancel this Agreement or to refrain from paying any other amount payable by him in terms of this Agreement by reason of any reasonable delay in effecting Transfer.

7.3 **Should the Purchaser fail to comply with any of the Purchaser’s obligations relating to Transfer then without further notice to the Purchaser, interest shall accrue at the prime rate on the Purchase Price or the balance thereof.** The prime rate applicable shall be the publicly quoted basic rate of interest rate quoted by the Standard Bank in respect of overdraft advances, as evidenced by a certificate signed by any manager of such bank whose authority and appointment it shall not be necessary to prove. Interest shall accrue and be calculated from the due date for delivery or performance until the date upon which the Purchaser has complied with all the Purchaser’s obligations relating to Transfer and shall be paid by the Purchaser to the Seller before Transfer.

7.4 The Purchaser shall –

7.4.1 in addition to the Purchase Price, pay all costs and charges of and incidental to the Transfer of the Property, including such administrative amounts as may be necessary to obtain a rates and/or levy/ies clearance certificate to facilitate Transfer. The costs and charges contemplated in 7.4.1

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specifically exclude any rates, taxes, levies and/or arrear municipal charges that the Seller is liable for in any period prior to Transfer and which the Seller must pay in order to obtain a rates and/or levy/ies clearance for Transfer; and

7.4.2 provide all information and sign all Transfer documents, within 5 (five) business days after being called upon by the Conveyancers to do so.

7.5 The Purchaser should take note that he/she/it shall be responsible for the following costs in addition to the Purchase Price and the Transfer costs referred to in clause 7.4.1 –

7.5.1 value-added tax levied in terms of the Value-Added Tax Act, 1991 (“**VAT**”) or transfer duty levied in terms of the Transfer Duties Act, 1949, whichever may be applicable as contemplated in clause 8;

7.5.2 the legal costs charged by the Conveyancers, determined in accordance with the tariffs set by the relevant law society or otherwise as agreed between the Conveyancers and the Purchaser; and

7.5.3 the costs of registering any mortgage bond.

7.6 Where there is an existing mortgage bond registered over the Property the Seller shall be responsible for any costs incurred in cancelling such mortgage bond.

8. TRANSFER DUTY / VALUE-ADDED TAX

8.1 If the Seller is not a vendor for purposes of the Value-Added Tax Act, 1991 (“**VAT Act**”) then, subject to clause 8.4, this sale shall be subject to payment of transfer duty in terms of the Transfer Duty Act, 1949.

8.2 If the Seller is a vendor for purposes of the VAT Act, and VAT is payable by the Seller in respect of this sale, then the Purchase Price is inclusive of VAT.

8.3 If the Purchase Price is inclusive of VAT and there is an increase or decrease in the rate of VAT payable between the date of signature of this Agreement and the date of Transfer, then the Purchase Price shall be increased or reduced (as the case may be) by a corresponding amount.

8.4 Notwithstanding the above clauses, if this Agreement was concluded by both parties on the mistaken assumption that the sale is not subject to VAT and it subsequently transpires that VAT is payable in respect of this sale, then the Purchase Price shall be deemed to be inclusive of VAT but the Purchaser undertakes and confirms that he/she/it shall immediately upon written request from the Conveyancers pay to the Conveyancers the equivalent amount of transfer duty that would have been payable on the Purchase Price had VAT not been payable, as part payment towards the VAT and the Seller shall be liable for the payment of the balance so as to ensure payment of the VAT amount due.

9. PROVISIONS RELATING TO SECTIONAL TITLE SCHEMES

9.1 Levies

9.1.1 From the date of Transfer, the Purchaser shall be liable for –

9.1.1.1 levies/contributions payable in terms of the Sectional Titles Management Act, calculated in accordance with the participation quota attributable to the Property; and

9.1.1.2 such levies/contributions as may be imposed in respect of the Exclusive Use Areas from time to time.

9.1.2 All outstanding levies, including any special levies/contributions approved by the Body Corporate prior to Transfer, which are payable in respect of the Property prior to Transfer, shall be paid in full by the Seller prior to Transfer.

9.1.3 Notwithstanding anything to the contrary provided in this Agreement, the parties acknowledge that if a special levy is pro-rated by the Body Corporate as contemplated in Section 3(3) of the Sectional Titles Management Act prior to Transfer, the Purchaser will be liable for such portion of the levy which

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is payable on or after Transfer and the Seller liable for such portion of the levy which is payable prior to Transfer.

9.2 Body Corporate

The Property is held under sectional title and the Purchaser acknowledges that by virtue of his/her ownership of the Property upon Transfer he/she/it will automatically become and remain a member of the body corporate in respect of the Scheme and as such:

9.2.1 will be bound by the Conduct Rules and the Management Rules as applicable from time to time.

9.2.2 will be bound by the Body Corporate Rules as applicable from time to time;

9.2.3 will be entitled to vote at meetings of members of the body corporate in respect of the Scheme.

9.3 No right of extension

The Purchaser acknowledges that there is no right to extend the Scheme in which the Property is incorporated in terms of section 25 of the Sectional Titles Act.

In the event that the Seller does not have title to any of the Exclusive Use Areas identified on the Schedule of Particulars, then the Seller shall have the exclusive use thereof in terms of the Body Corporate Rules pursuant to section 12 of the Sectional Titles Management Act.

10. TITLE CONDITIONS

10.1 The Property is sold subject to all conditions and servitudes mentioned or referred to in its title deed and to all such other conditions and servitudes which may be applicable. If the Property has been erroneously described in the Schedule of Particulars, the intention of the parties is to describe the Property as set out in the title deed.

10.2 The Seller shall not benefit by any excess or be liable for any deficiency in the area of the Property.

10.3 The Seller shall not be required to indicate to the Purchaser the position of beacons or boundaries of the Property nor be liable for the cost of locating same.

11. DEFECTS

11.1 The Seller shall be required to provide a detailed list of any defects in and damage to the Property, which the Purchaser shall be required to inspect and agree by conducting an inspection of the Property and signing such defects list prior to Transfer or occupation of the Property (if the parties have agreed that occupation will take place prior to the date of Transfer).

11.2 If the Purchaser fails to attend the inspection at the date and time agreed upon (or fails to attend an inspection at such other later date and time arranged), then the Property will be considered free from defects and in good condition, fair wear and tear excepted, other than for those disclosed by the Seller. The Seller may nevertheless elect to delay Transfer until such time as the Purchaser has inspected the Property.

11.3 The Purchaser should take note that, in addition to the patent defects (i.e. defects which are visible), there may be latent defects in the Property (i.e. defects that are not visible).

11.4 The Property is offered for sale to the Purchaser in the specific condition in which it stands and the Purchaser shall have no claim against the Seller in respect of any such defects unless, in relation to any latent defects, the Seller knew of the defect and failed to bring it to the attention of the Purchaser prior to the sale.

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12. FIXTURES AND FITTINGS

12.1 The Property is sold together with all fixtures and fittings of a permanent nature in or attached thereto including the following:

*automatic garage door and gate mechanism/s with the remote control/s; automatic pool cleaning equipment, pool pump, filter, chlorinator; burglar alarm system, fitted burglar bars and security gates; built-in oven, hob and extractor fan; curtain rods, rings, rails and blinds; electric light fittings and chandeliers; fitted carpets; fitted cupboards, shelves, fitted mirrors; irrigation system; TV aerial; satellite dish and

[*Insert / Delete whichever is not applicable.]

12.2 The Seller warrants that the fixtures and fittings referred to in clause 12.1 form part of the Property and are in working order as at the date of Transfer or date of occupation, whichever occurs first.

13. COMPLIANCE CERTIFICATES

13.1 Electrical Compliance Certificate

The Seller shall provide the Purchaser, by delivery to the Conveyancers, with a Certificate of Compliance issued in terms of the Electrical Installation regulations, 2009 issued under the Occupational Health and Safety Act, 1993 (“OHS”) by not later than the date of Transfer. Insofar as the accredited electrician appointed by the Seller to provide such certificate requires remedial or rectification electrical work to be carried out as a precondition to the issue of such certificate, the Seller will procure that such work is carried out and will do so at the Seller’s sole cost and expense. The certificate shall not pre-date the date of Transfer by more than 2 (two) years.

13.2 Alien and Invasive Species Regulations (“the Regulations”) under The National Environmental Management: Biodiversity Act, No 10 of 2004 (“the Act”) In accordance with Regulation 29 (3) of the Regulations, the Seller has to the best of his/her/its knowledge as at the Signature Date, made a full and complete disclosure to the Purchaser in writing of the presence of listed invasive species on the Property as defined in the Act and Regulations and listed on <http://www.invasives.org.za/legislation.html>. Subject to this and the specific provisions of this Agreement, this sale is voetstoots. The Purchaser acknowledges that he has acquainted himself with the extent and nature of the Property as such, including the plants, animals and vegetation on the Property.

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14. ESTATE AGENT AND BROKERAGE

14.1 The Purchaser warrants that he/she/it has not, prior to the submission of this offer, viewed the Property through any estate agent or agency other than PGP.

14.2 The Seller shall pay PGP’s brokerage calculated at the rate of _____% (_____ percent) on the Purchase Price, plus VAT on such brokerage, which brokerage shall be due and payable by the Seller on Transfer

14.3 If this Agreement is cancelled as a consequence of a default or breach by the Purchaser, the Purchaser acknowledges that he/she/it shall be liable to PGP for the payment of an amount equal to the brokerage (plus VAT) which would have been paid by the Seller had this Agreement not been cancelled. The Purchaser acknowledges if this Agreement is cancelled because of his/her/it’s default or breach, PGP will suffer damages in the form of the loss of its brokerage and accordingly the Purchaser will be liable to PGP for the payment of this amount.

15. WARRANTIES BY THE PARTIES

The parties warrant in favour of one another that –

15.1 it/he/she has the legal capacity and has all necessary approvals required to empower and authorise it to enter into this Agreement and such approvals pre-date the date of signature of this Agreement by both parties; and

15.2 it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all of its obligations in terms of this Agreement; and

15.3 the natural person who signs this Agreement on behalf of any company, close corporation or trust warrants that he/she is duly authorised to so sign.

16. BREACH

16.1 Should any party (“**Defaulting Party**”) breach any of the terms of this Agreement and fail to remedy such breach within 5 (five) business days of the date of delivery of written notice given by the aggrieved party (“**Aggrieved Party**”) to the Defaulting Party specifying the breach and demanding it be remedied then the Aggrieved Party shall be entitled, without prejudice to any other rights that the Aggrieved Party has in law or under this Agreement –

16.1.1 to claim specific performance; or

16.1.2 to cancel this Agreement and claim such damages as it may have sustained.

16.2 Where the Purchaser is the Defaulting Party and fails to remedy the breach timeously, the Seller shall be entitled, subject to applicable law and PGP’s right to first exercise its right to claim and deduct any amounts due to it in terms of clause 14.4, to retain the Deposit and any other monies paid by the Purchaser on account of the Purchase Price as a cancellation penalty.

16.3 Should a party choose to enforce rights by way of legal proceedings then the parties agree that any costs awarded will be recoverable on the scale as between attorney-and-own-client, unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the scale of costs so ordered. **The Parties should take**

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note that the reference to “attorney-and-client scale” is a reference to fees that a client would be charged by his or her own attorney.

17. COOLING-OFF PERIOD

17.1 Where this Agreement was concluded as a result of any approach either in person, by mail or electronic communication by PGP (or which constitutes Direct Marketing as contemplated in Annexure “1”) then the Purchaser shall be entitled to terminate this Agreement (notwithstanding signature of this agreement by the Seller) within 5 (five) business days after the date on which the Purchaser takes occupation of the Property (“**Delivery Date**”).

17.2 The Purchaser must provide written notice of such cancellation to the Seller and PGP.

17.3 The Purchaser will return the Property to the Seller at its (the Purchaser’s) own risk and expense and give back occupation of the Property to the Seller within 10 (ten) business days after the Delivery Date on the same basis and in the same condition that it was given to the Purchaser.

17.4 Subject to the Purchaser complying with its obligations in clause 17.3, the Seller shall then be obliged to repay the Deposit, the Purchase Price and any other monies paid by the Purchaser to the Seller in terms of this Agreement on account of the sale recorded in this Agreement within 15 (fifteen) business days after receiving occupation of the Property back from the Purchaser, less any amounts that are due to (and which remain unpaid by) the Seller in terms of this Agreement as well as the amounts (if any) contemplated in clauses 17.5 and 17.6.

17.5 In the event of a termination of this Agreement pursuant to this clause 17, the Purchaser shall be responsible for all costs and expenses involved in returning and restoring, occupation, possession and ownership (transfer) of the Property back to the Seller without delay, including (but without limiting) such costs as transfer duty or VAT, bond cancellation costs, legal costs and other costs associated with returning occupation, possession and ownership of the Property.

17.6 In addition to the costs referred to in clause 17.5 the Purchaser will also be responsible for occupational interest from the date of occupation of the Property as contemplated in clause 5.4 until occupation is restored to the Seller as well as any costs for restoring or repairing any damage to the Property, and for such purpose the Seller shall be entitled to deduct such amounts from the amounts to be repaid to the Purchaser.

18. ADDRESS FOR NOTICES AND LEGAL PROCESS

18.1 The parties choose their respective addresses set out in the Schedule of Particulars for all purposes arising out of or in connection with this Agreement, as the addresses at which all legal documents and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the parties.

18.2 All notices to be given in terms of this Agreement must be given in writing and will –

18.2.1 be delivered by hand, sent by telefax or pre-paid registered post, and not by way of email;

18.2.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and

18.2.3 if sent by telefax during business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after business hours or on a day

which is not a business day will be presumed to have been received on the following business day;

18.2.4 if delivered by pre-paid registered post, be presumed to have been received 3 (three) days after posting unless earlier delivery of such written notice can be proved.

18.3 Notwithstanding the above, any notice given in writing and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

19. SIGNAGE

The parties hereby grant PGP permission to erect a "Sold" sign on the Property for a period of 90 (ninety) days after the date of signature of this Agreement by the Seller.

20. GENERAL CLAUSES

20.1 Joint and Several Liability / Surety and Co-Principal Debtor

Where the Purchaser is a Company, Close Corporation, Trust or other juristic person the natural person who represents the Purchaser in making this offer shall by his/her signature be bound with the Purchaser as surety for and co-principal debtor with the Purchaser and shall (notwithstanding the provisions of clause 18) be deemed to have chosen the legal address of the Purchaser as his/her address for all purposes arising from the acceptance of this offer.

20.2 Applicable Law and Jurisdiction

20.2.1 This Agreement will in all respects be governed by and consumed under the laws of the Republic of South Africa.

20.2.2 The Parties hereby consent and submit to the non-exclusive jurisdiction of the division of the High Court of South Africa which has jurisdiction in relation to any dispute arising from or in connection with this Agreement. To the extent applicable, either party may instead refer any dispute to an alternative dispute resolution process, forum or body as may be prescribed or allowed by law.

20.3 Entire Agreement

This Agreement constitutes the whole of the agreement between the parties relating to the matters dealt with herein (i.e. the parties intend to rely on this Agreement as the sole record of their agreement) and, save to the extent required or imposed by law, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the parties.

20.4 Variations to be in writing

No addition to or variation, deletion, or agreed cancellation of this Agreement or any part hereof will be of any force or effect unless in writing and signed by the parties.

20.5 No waiver

No waiver by any party of any right arising out of or in connection with this Agreement will be of any force or effect unless in writing and signed by such party. Any such waiver will be effective only in the specific instance and for the purpose given.

Signed at _____ on this _____ day of _____ 20____ at ____ h_____.

AS WITNESSES:

1. _____

SELLER

2. _____

Signed at _____ on this _____ day of _____ 20____

AS WITNESSES:

1. _____

PURCHASER

2. _____

If the Purchaser is married in community of property, his/her spouse must complete and sign the following:

I, _____, the spouse of the Purchaser, to whom I am married in community of property consent -

- to my spouse concluding this Agreement; and
- in terms of section 15(2) of the Matrimonial Property Act, 1984, as amended, to my spouse binding himself/herself as surety for the obligations referred to in and under the provisions of this Agreement.

Signed at _____ on this _____ day of _____ 20____

AS WITNESSES:

1. _____

SPOUSE OF PURCHASER

2. _____

PGP hereby accepts the benefit of all clauses and provisions stipulated in its favour or for its benefit in terms of this agreement.

PAM GOLDING PROPERTIES (PROPRIETARY) LIMITED: VAT 4350217412

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QUESTIONNAIRE

How did you (the Purchaser) become aware of the Property being for sale? Tick appropriate box:

- Website enquiry
 - Approach by PGP agent (in person or via mail, telephone, SMS, email, etc)
 - Show house
 - Newspaper advertisement
 - Other, please specify
-

"Direct Marketing" means to approach a person, either in person or by mail or electronic communication, for the direct or indirect purpose of –

- (a) Promoting or offering to supply, in the ordinary course of business, any goods or services to the person;
or
- (b) Requesting the person to make a donation of any kind for any reason.

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SELLER'S LIST OF DEFECTS

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