



## DEED OF SALE

Made and entered into by and between:

**WH VAN SCHALKWYK VERVOER CC**

Registration No. 2004/094534/23

**("the Seller")**

(herein represented by WILLIAM HENRY VAN SCHALKWYK  
duly authorised signatory, who warrants that he is duly authorised hereto)

**AND**

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

**("the Purchaser")**

**INFORMATION SCHEDULE**

<b>A</b>	<b>SELLER</b>	
A1	Full name	<b>WH VAN SCHALKWYK VERVOER CC</b>
A2	Registration No.	2004/094534/23
A3	Address in full	183 Main Road, Still Bay West Still Bay, 6674
A4	Contact	Mariaan Gelderbloem C: 082 533 9637 T: (028) 754 - 3320 E: mariaan@vsvgroup.co.za
<b>B</b>	<b>PURCHASER</b>	
B1	Full names/Entity Name	_____ _____ _____
B2	ID/Registration No(s)	_____ _____
B3	Address in full (street and postal addresses)	_____ _____ _____ _____ Code _____
B4	Marital status	_____
B5	In / out of community	_____
B6	Telephone (W)	_____ _____
B7	Telephone (H)	_____ _____
B8	Cell Phone Mandatory field	_____ _____

B9	E-mail Mandatory field		
B10	Name of Signatory for Entity Purchaser		
B11	Purchaser Income Tax No.		
<b>C</b>	<b>THE PROPERTY</b>		
C1	Description	Erf _____, Situate in the Municipality and Division of Hessequa, Western Cape Province As per the Approved Plan of Subdivision (Annexure A)	
C2	Extent	+/- _____ square metres	
C3	Street Address	_____ _____ _____	
C4	Estimated Transfer Date	As soon as possible but estimated to be: Around 1 July 2025 _____ _____	
<b>D</b>	<b>CONSIDERATION PAYABLE BY THE PURCHASER</b>		
D1	<b>Purchase Price</b> (inclusive of VAT)	<b>R</b> _____ _____	
D2	Deposit	<b>R 15 000 (Fifteen Thousand Rand)</b>	
D3	Amount of Bond required (if any)	<b>R</b> _____ _____ _____	
D4	Balance of Purchase Price payable <b>(D4 = D1 – D2)</b>	<b>R</b> _____ _____ _____	

<b>E</b>	<b>AGENT</b>	
<b>F</b>	<b>MORTGAGE ORIGINATOR</b>	<p>GreenDoor Home Loans</p> <p>Contact: Gerrit Ellerman Jnr</p> <p>Email: <a href="mailto:gerrite@greendoorhl.co.za">gerrite@greendoorhl.co.za</a></p> <p>Tel: 082 721 3648</p>
<b>G</b>	<b>ATTORNEY TRUST ACCOUNT DETAILS</b>	<p><b>Stadler &amp; Swart Inc Trust Bank Account</b></p> <p>Bank: ABSA Bank</p> <p>Branch: George</p> <p>Trust Account No: 713 738 336</p> <p>Branch Code: 632005</p> <p>Swift Code: ABSAZAJJ</p> <p>Ref: Plattebosch/Erf Number</p> <p><b>Please take note: our office will never change or amend our trust banking details via email. Please contact our office for formal verification should you receive any correspondence of such nature.</b></p>

#### SUMMARY OF ANNEXURES

**Annexure A**                      Approved Plan of Subdivision

1. **PREAMBLE**

**WH Van Schalkwyk Vervoer CC**, in its capacity as **Seller** of the Property has agreed to sell and the Purchaser has agreed to purchase the Property as described in **C1** of the Information Schedule prefixed hereto, subject to the fulfilment of the condition's precedent recorded in this Agreement.

2. **INTERPRETATION**

2.1 In this Agreement, unless the context otherwise indicates:




- 2.1.1 "Bond Registration Attorneys" means Stadler & Swart Incorporated of 1 Doneraile Street, George, 6529, Tel: (044) 874 4090 | Email: [andre@stadlers.co.za](mailto:andre@stadlers.co.za) / [jessica@stadlers.co.za](mailto:jessica@stadlers.co.za);
- 2.1.2 "CPA" means the Consumer Protection Act, 68 of 2008 (as amended);
- 2.1.3 "Development Approvals" means all of the Development Approvals granted by the Municipality and the Department of Environmental Affairs and Development Planning or any other competent authority in respect of the Development Property, including the rezoning and subdivision approvals, the Environmental Authorisation, as well as any other planning and/or environmental approvals granted by the Municipality and/or the Department of Environmental Affairs and Development Planning or any other competent authority now or in the future.
- 2.1.4 "Development Property" means Remaining Extent of Portion 60 of the Farm Platte Bosch Number 485 measuring approximately 54,3170 Hectares;
- 2.1.5 "the Information Schedule" means the information schedule prefixed hereto which shall be deemed to be incorporated in this Agreement and shall be an integral part thereof;
- 2.1.6 "Municipality" means the Hessequa Local Municipality or its successor in law within whose boundaries and jurisdiction the Development Property is situated.
- 2.1.7 "the prime rate" means a rate of interest per annum which is equal to the published minimum lending rate of interest per annum, compounded monthly in arrear, charged by Nedbank Bank Limited on the unsecured overdrawn current accounts of its most favoured corporate clients in the private sector from time to time. (In the case of a dispute as to the rate so payable, the rate may be certified by any manager or assistant manager of any branch of the said bank, whose decision shall be final and binding on the parties);
- 2.1.8 "the Property" means the Property sold by the Seller to the Purchaser in terms of this Agreement as identified in **C1** of the Information Schedule, comprising a vacant residential erf;
- 2.1.9 "the Purchaser" means the party/ies described as such in **B** of the Information Schedule;
- 2.1.10 "the Seller" means the party described as such in **A** of the Information Schedule;
- 2.1.11 "the Attorneys/Conveyancers" means Andre Hendrik Swart of **Stadler & Swart Incorporated**, of 1 Doneraile Street, George, 6529, Tel: (044) 874 4090, Email: [andre@stadlers.co.za](mailto:andre@stadlers.co.za) / [jessica@stadlers.co.za](mailto:jessica@stadlers.co.za);

- 2.1.12 "the Signature Date" means the date upon which this Agreement is signed by the Party who signs same last in time;
- 2.1.13 "Transfer Date" means the date of registration of transfer of the Property in the name of the Purchaser in the deeds office;
- 2.1.14 "VAT" means value-added tax at the applicable rate in terms of the Value Added Tax Act No 89 of 1991 or any statutory re-enactment or amendment thereof.
- 2.1.15 Unless the context clearly indicates otherwise:
- 2.1.15.1 any reference to the singular and includes the plural and vice versa
- 2.1.15.2 any reference to natural persons includes legal persons and vice versa
- 2.1.15.3 any reference to gender includes the other gender
- 2.2 The head notes to the paragraphs in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 2.3 This Agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

### 3. SALE OF THE PROPERTY

The Seller hereby sells and the Purchaser hereby purchases the Property, subject to and upon the terms and conditions contained in this Agreement.

### 4. APPLICATION OF CONSUMER PROTECTION ACT ("CPA")

- 4.1 The Seller hereby records that the Property sold in terms of this Agreement is sold by the Seller in its ordinary course of business, which sale constitutes a "supply" as defined in Section 1 of the CPA.
- 4.2 The Purchaser acknowledges that the Purchaser has inspected the details of the Plattebosch Kloof development, as well as the development plans and that he is satisfied with the circumstances, nature, position, extent and planning thereof, as well as the layout thereof according to and for the purposes of the Purchaser's needs. 
- 4.3 The Purchaser hereby records that all relevant information pertaining to the Development Property, including the Development Approvals, the title deed of the Property and the Visual Assessment have been made available to the Purchaser before signature of this Agreement. The Purchaser hereby records that he has been granted sufficient time to read, consider and understand the contents of the aforementioned documents and to the extent envisaged in terms of this Agreement agrees to be bound by the terms and conditions thereof. 
- 4.4 It is hereby recorded that this Agreement contains various terms and conditions that purport to limit certain risks or liabilities of the Seller, which constitutes an assumption of risk or liability by the Purchaser, which impose obligations on the Purchaser to indemnify the Seller or which constitutes an acknowledgement of certain facts. In this regard the Purchaser records as follows: 

4.4.1 the aforementioned provisions in this Agreement have been specifically brought to the attention of the Purchaser and as conclusive proof of this, the Purchaser has been required to counter-initial such provisions in the circles provided opposite these provisions and consent to and agree to be bound by these provisions;

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4.4.2 the Purchaser has been specifically alerted to the risks incidental to the aforementioned provisions and that such risks have been properly explained to the Purchaser who understands the purport and effect thereof;

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4.4.3 the Purchaser has been given adequate opportunity to receive and comprehend the relevant provisions or notices.

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## 5. PURCHASE PRICE AND METHOD OF PAYMENT

5.1 The Purchase Price of the Property shall be the amount stated in paragraph **D1** of the Information Schedule.

5.2 The **Purchaser shall pay** the Attorneys the **Deposit** as stated in paragraph **D2** of the Information Schedule **within 48 (Fourty Eight) hours of Signature** which deposit shall be held in trust by the Attorneys and invested in an interest bearing account in accordance with the provisions of Section 26 of the Alienation of Land Act No 68 of 1981 (as amended) with interest to accrue to the Purchaser. The provisions of this clause 4.2 shall constitute authority to the Attorneys, in terms of Section 86(4) of the Legal Practice Act, 2014(Act No. 28 of 2014), to invest the deposit. **The Seller will not be bound to the Purchaser in terms of this Agreement until such time as the Deposit referred to in clause D2 of the Information Schedule has been paid to the Attorneys trust account referred to in clause I of the Information Schedule. The Seller shall be entitled to accept further offers acceptable to the Seller, until such time that written confirmation is given to the Seller or his Attorney by the Purchaser confirming the payment of the Deposit. In the event of the Seller accepting another offer to purchase the Property on terms and conditions acceptable to the Seller prior to receipt of such written notification, this Agreement shall be deemed ipso facto null and void.**

5.3 The Balance of the Purchase Price of the Property, as stated in paragraph **D4** of the Information Schedule, shall be paid to the Seller on the Transfer Date.

5.4 **Within 30 days after Signature Date**, the Purchaser shall furnish the Seller with **an irrevocable guarantee issued by a registered commercial bank for the due payment of the Balance of the Purchase Price** of the Property.

5.5 Alternatively to 5.4 above, the Purchaser shall be obliged to, within 30 days after Signature Date, pay into the trust account of the Attorneys the Balance of the Purchase Price of the Property, to be held by such Attorneys in an interest bearing trust account, interest to accrue for the benefit of the Purchaser until the date upon which payment of the relevant amount falls due.

5.6 The Purchaser hereby undertakes to provide the Attorneys with all such information and/or documentation required in order to comply with the Financial Intelligence Centres Act No. 38 of 2001 requirements, which information shall include, but not be limited to, proof of the Purchaser's Income Tax Registration Number, residential address and certified copies of identity documents or company, close corporation or Trust documentation as the case may be.

- 5.7 The Purchaser hereby acknowledges that he is aware that no monies can be invested as provided for herein until such time as the information required in terms of 5.6 is furnished to the Attorneys.
- 5.8 It is recorded that the Purchase Price is inclusive of VAT at the prescribed rate. In the event of there being any variation in the VAT payable by the Seller, the Purchase Price shall increase or decrease accordingly.

6. **TITLE CONDITIONS AND CONSTRUCTION RESTRICTIONS**

- 6.1 The Purchaser shall accept transfer of the Property subject to all conditions and servitudes benefiting or burdening the Property imposed or to be imposed by any competent authority.

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- 6.2 The Purchaser acknowledges that the Property forms part of a residential development subject to uniform building and environmental control measures intended to protect the aesthetic and environmental character of the development. The Purchaser agrees to comply with the following restrictions:

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6.2.1 No log homes shall be permitted to be constructed on any property in the development;

6.2.2 No thatch-roofed dwellings shall be permitted to be constructed;

6.2.3 Should the Purchaser or any successor in title intend to construct a dwelling or any part thereof using Nutec or any other fibre-cement material, the written consent of the Seller shall first be obtained prior to submission of building plans to the Municipality;

6.2.4 The height of all units may not exceed 7.5 metres from natural ground level to the apex of the roof and all dwellings must be designed using suitable materials and colour schemes, as specified in the Visual Assessment prepared by Dr Groenewald (dated May 2011) and such further design controls as may be determined by the Seller or any appointed body.

- 6.3 The construction of any dwelling or other structure on the Property shall at all times be undertaken in compliance with the Development Approvals.

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- 6.4 The Purchaser undertakes that any building contractor or consultant appointed by the Purchaser shall likewise comply with the requirements and conditions of the Development Approvals and the restrictions set out in this clause.

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- 6.5 The Purchaser agrees that this clause constitutes a material term of this Agreement and shall ensure that in the event of any sale of the Property prior to the erection of a dwelling thereon, the successor in title shall in writing, accept and agree to be bound by the provisions of this clause. A copy of this clause shall be included in any deed of alienation concluded for the onward sale of the Property.

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- 6.6 The Seller shall be entitled to procure the registration of any of the above restrictions against the title deed of the Property in such form or format as may be required by the Registrar of Deeds.

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7. **TRANSFER OF THE PROPERTY**

- 7.1 Transfer of the Property shall be passed by the Attorneys and shall be given and taken upon the estimated Transfer Date as recorded in the Information Schedule or as soon as is reasonably possible thereafter.
- 7.2 **The Purchaser shall pay all costs of transfer** (plus VAT on such costs), costs of all necessary affidavits and all other costs which have to be incurred in order to comply with the statutes or other enactments or regulations relating to the passing of transfer of the Property. **All mortgage bond related costs will be for the account of the Purchaser.**
- 7.3 **Should the Purchaser in any way delay the transfer of the Property**, then without prejudice to any other rights or remedies of the Seller in terms of this Agreement or in terms of law, **the Purchaser**, with effect from the date which the Attorneys certify to be the date upon which transfer ought reasonably to have been registered but for such delay, **shall pay to the Seller:**
- 7.3.1 **interest** at the prime rate;
- 7.3.2 **the pro rata rates, taxes and other proprietary charges payable in respect of the Property.**
- 7.4 If transfer of the Property is delayed for longer than a period of 3 months after the Estimated Transfer Date as recorded in **C4** of the Information Schedule for any reason other than a reason attributable to the fault and/or omission of the Seller, then the Seller shall be entitled in its sole discretion to resile from this Agreement, with neither party having any further claim against one another, other than a refund to the Purchaser of the deposit paid in terms of paragraph **D2** and **D3** of the Information Schedule, or alternatively claim an adjustment to the purchase price. In the event of the parties not being able to reach agreement as to the adjustment to the purchase price, then a property valuer appointed by the Seller shall determine the dispute and the property valuer's determination shall be final and binding on the parties.
- 7.5 In the event of the Purchaser on selling the Property prior to taking transfer of the Property from the Seller, the Purchaser shall ensure that the Attorney attends to such transfer of the Property, so as to ensure the linked development transactions are not delayed.

8. **POSSESSION, RISK AND PROPRIETARY AND MUNICIPAL CHARGES**

- 8.1 The Seller shall give the Purchaser possession of the Property on the Transfer Date.
- 8.2 All risk and benefit in the Property shall be passed to the Purchaser on the Transfer Date.
- 8.3 The Purchaser shall be liable for a *pro rata* share of rates, taxes and other proprietary charges payable in respect of the Property with effect from the Transfer Date.
- 8.4 The Purchaser shall pay the Attorneys the amounts payable in terms of clause 8.3 within 7 days after the date of despatch of written notice to the Purchaser requesting payment thereof.

9. **PURCHASERS DECLARATION**

- 9.1 It is hereby recorded that this Agreement contains various terms and conditions that purport to limit certain risks or liabilities of the Seller, in this regard the Purchaser records as follows:

9.1.1 the Purchaser confirms that he has been provided with all relevant documents and information as set out in Clause 4 before signature hereof and expressly confirms that he had sufficient time and means to properly study the above mentioned documents and more in order to make informed decisions prior to signature hereof.

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9.1.2 The Purchaser furthermore confirms that he has been sufficiently informed of his rights, obligations and responsibilities flowing from the signature of this Sale Agreement and that he signed this Sale Agreement without being improperly influenced.

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9.2 The Purchaser hereby records that neither the Seller nor any person acting on behalf of the Seller has made any representation to the Purchaser which has or may be construed to have the following effect, that:

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9.2.1 the Property has characteristics that it does not have;

9.2.2 the Property may be lawfully used, or is capable of being used, for a purpose that it is in fact unlawful or impracticable; or

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9.2.3 has or is approximate to any facilities, amenities or natural features that it does not have, or that are not available or proximate to it.

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9.3 The Seller shall not be required to indicate the position of any of the beacons or pegs on the land or any boundaries thereof other than those already indicated by the land surveyor.

9.4 The Purchaser acknowledges that the illustrations and marketing material presented in respect of the development represents artist impressions of the development and that it is not foreseen that the completed development will correspond exactly with the illustration in specific and exact detail. The Seller shall not be held liable for any changes to the layout, design of buildings, landscaping, etc. as it appears on the illustrations and marketing material.

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## 10. SUSPENSIVE CONDITIONS

10.1 Should the Purchaser signify on the Information Schedule that he shall require a loan to part finance the acquisition of the Property against the security of the mortgage bond to be registered over the Property then:

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10.1.1 this Agreement is subject to the Purchaser obtaining the approval of a loan in principle from a bank or other recognized financial institution for the amount (if any) stated in paragraph **D3** of the Information Schedule **within 30 (Thirty) days of Signature Date** or such extended period as the Seller may determine;

10.1.2 should the Seller elect to extend the period within which its loan is to be granted, the Seller and/or its agent shall be entitled to apply for the loan to any financial institution on behalf of the Purchaser and the Purchaser hereby grants to the Seller and/or its agent an irrevocable power of attorney in *rem suam* to make application on its behalf in this regard for the duration of the extended period;

10.1.3 the preferred Mortgage Originator is the Mortgage Originator appointed by the Attorney's from time to time;

- 10.1.4 the Purchaser undertakes to sign all documents and do all things necessary to ensure the successful granting of the loan. Without derogating from the generality of the foregoing, the Purchaser shall make a written application for the loan within 3 days after Signature Date and should such application be unsuccessful, the Purchaser shall, until the expiry of the initial period or the extended period (as the case may be) nevertheless continue to use its best endeavours and to do all things that may be necessary in order to obtain the loan elsewhere;
- 10.1.5 the Purchaser undertakes to procure that the **financial institution** from which the Purchaser obtains the loan instructs the Bond Registration Attorneys, referred to above in Clause 2.1.1, **(or such attorneys as indicated by the Attorneys) to attend to the registration of such bond due to the fact that this transaction forms part of a development sale** by the Seller which is being attended to by the Attorneys;
- 10.1.6 **all costs to be associated with the registration of the mortgage bond to secure the loan to be taken up by the Purchaser shall be for the account of the Purchaser.**
- 10.1.7 upon the issue to the Purchaser by the said financial institution of a written quotation and a written pre - agreement statement (as contemplated in Section 92 of the National Credit Act, No. 34 of 2005) in respect of the mortgage loan in the amount stated in paragraph D4 of the Information Schedule, **whether or not such quotation or pre - agreement statement is accepted by the Purchaser, the mortgage loan shall be deemed to have been approved.**
- 10.2 In the event that any of the aforementioned suspensive conditions are not fulfilled within the stipulated period, this Agreement shall automatically lapse and be of no force or effect, and the parties shall have no further claims against each other, save for any amounts which may already have been paid by the Purchaser, which shall be refunded without interest by the Attorneys to the Purchaser.
- 10.3 The Seller shall be entitled, but not obliged, to waive the benefit of these suspensive conditions in writing, whereafter the Agreement shall become unconditional and enforceable.
11. **BUILDING ON THE PROPERTY**
- 11.1 The Purchaser acknowledges that construction will be ongoing and that the Purchaser may experience inconvenience and disturbance as a result thereof.
- 11.2 The Purchaser acknowledges that the current access to the Development Property via access servitude is subject to change.
12. **BROKERAGE**
- The Seller shall pay the brokerage due in relation to this transaction to the Agent in accordance with the provisions of the Mandate Agreement concluded between the Seller and the Agent.
13. **DIRECT MARKETING AND COOLING OFF PERIOD**
- 13.1 The Purchaser, in the event of having concluded this Agreement as a result of Direct Marketing as defined in the provisions of the Consumer Protection Act No. 68 of 2008, confirms that he/she/it has been informed of his rights as provided for in Section 16 read with Section 20 (2) (a) of the

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aforementioned Act, to rescind a transaction, without reason or penalty, within 5 (five) business days after the later of the date on which:-

13.1.1 the transaction or Agreement was signed; or

13.1.2 the goods that were the subject of the transaction were delivered to the consumer.

13.2 Further to the provisions of Clause 13.1 above, the **Purchaser hereby warrants that this Agreement has not been concluded as a result of direct marketing, and the Seller enters into this Agreement relying entirely upon such a warranty by the Purchaser.**

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

#### 14. BREACH BY PURCHASER

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

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

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

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

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

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

#### 15. ARBITRATION

15.1 Other than disputes relating to defects, any disputes, question or difference arising at any time between the parties to this Agreement out of or in regard to any matters arising out of; or the rights and duties or any of the parties hereof; or the interpretation of; or the termination of; or any matter arising out the termination of; or the rectification of this Agreement, shall be submitted to and decided by arbitration on notice given by either party to the other of them in terms of this clause.

- 15.2 There will be one arbitrator who will be a practising junior member of the Cape Bar of not less than 10 years' standing.
- 15.3 Any party may declare a dispute by giving written notice to the other party to that effect. Thereafter the declaring party shall within 7 (seven) days submit a written request to the Chairman for the time being of the Cape Law Society to appoint the arbitrator and send a copy of the request to the other party.
- 15.4 The arbitrator, who shall act as an expert, shall have the powers conferred upon an arbitrator under the Arbitration Act No. 42 of 1965, as amended or re-enacted in some other form from time to time but will not be obliged to follow the procedures described in the Act and will be entitled to decide on such procedures as he may consider desirable for the speedy determination of the dispute.
- 15.5 The arbitration shall be held in Cape Town in accordance with the provision of the Arbitration Act referred to above, save that the arbitration shall be informal and if possible, the arbitration shall be held and concluded within 21 (twenty one) days after it has been demanded.
- 15.6 The decision of the arbitrator, including any order as to the costs of the arbitration, shall be final and binding on the parties and may be made an order of any court of competent jurisdiction. Each of the parties hereby submits itself to the jurisdiction of the Cape High Court of South Africa should any party wish to make the arbitrator's decision an order of the court.
- 15.7 This clause shall constitute each party's irrevocable consent to the arbitration proceedings and no party shall be entitled to withdraw here from or to claim at such arbitration proceedings that it is not bound by this clause.
- 15.8 This clause is severable from the rest of the Agreement and shall therefore remain in effect even if this Agreement is terminated.

**16. COMPANY TO BE FORMED**

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

- 16.1 such person undertakes personally that the company will be formed within 30 (thirty) days of Signature Date and will within 14 (fourteen) days of being incorporated or formed, adopt or ratify this Agreement without modifications.
- 16.2 if the said company is not formed within the period prescribed in Clause 16.1 or having been incorporated or formed does not adopt or ratify this Agreement within the period of 14 (fourteen) days, then such person shall be deemed to be the Purchaser in terms of this Agreement.
- 16.3 if the said company is formed and does adopt or ratify this Agreement as contemplated in Clause 16.1, then such person is hereby bound in favour of the Seller as surety and co-principal debtor *in solidum*, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company or close corporation in terms of or arising out of:-

16.3.1 this Agreement; or

16.3.2 any cancellation of this Agreement; or

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

**17. COMPANY OR TRUST ALREADY FORMED**

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

17.1.1 this Agreement; or

17.1.2 any cancellation of this Agreement; of

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

**18. CO-OPERATION**

18.1 Each of the parties hereby undertakes to:

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

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

18.1.3 pass, and to procure the passing of all such resolutions of directors or shareholders of any company, or members of any close corporation, or trustees of any trust, as the case may be;

to the extent that the same may lie within the power of such party and may be required to give effect to the import or intent of this Agreement, and any contract concluded pursuant to the provisions of this Agreement.

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

**19. NOTICES AND DOMICILIA**

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

- 19.2 Each of the parties shall be entitled from time to time, by written notice to the other to vary its exclusive address/es to any other address within the Republic of South Africa which is not a post office box.
- 19.3 Any notice given and any payment made by a party to any of the others ("the addressee") which:
- 19.3.1 is delivered by hand during the normal business hours of the addressee at the addressee's exclusive address for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
- 19.3.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's exclusive address for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the fourth day after the date of posting.
- 19.4 Where, in terms of this agreement any communication is required to be in writing, the term "writing" shall include communications by e-mail and/or facsimile. Communications by e-mail and/or facsimile shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee one hour after the time of transmission.

20. **72 HOUR CLAUSE**

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

21. **GENERAL PROVISIONS**

- 21.1 No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by all parties to this Agreement or their duly authorised representatives.
- 21.2 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.
- 21.3 No indulgence, leniency or extension of time which any party may grant or show to any other party, shall in any way prejudice or preclude the party granting or showing such indulgence, leniency or extension of time from exercising any of its rights in the future.
- 21.4 The Purchaser is advised to take special care when making any payments relevant to this transaction. Due to ongoing fraud, extra special care is to be taken by the Purchaser when paying any funds over to the Conveyancer. Any communication, no matter the origin, indicating that the Conveyancer's banking details changed is fraudulent. It is further recorded that the Seller's Attorneys make use of the Lexis Secure Chat platform or WhatsApp to exchange information, in particular FICA documents and bank details, which platforms are secure and make use of encryption technology.

22. **FICA AND POPI**

22.1 In terms of the Financial Intelligence Centre Act, Act 38 of 2001, real estate agents and Attorneys are regarded as “*accountable institutions*” and collection and safe keeping of documents as proof and confirmation of identity and residence are a legal obligation. The Parties agree to fully cooperate in this regard.

22.2 In terms of the Protection of Private Information Act, Act No 4 of 2013, all clients are to consent to collection and safe keeping of personal information. With signature hereof, the parties expressly consent to the collecting, keeping and forwarding of personal information to relevant service providers, such as:

The Conveyancer for registration	The Bank/Bond originator for loan
The financial institution - loan	The Seller – per the Sale Agreement
The bond registration Attorney	The Attorney in related transactions
The Property Practitioner - PPRA	

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_.

**AS WITNESSES:**

for and on behalf of:  
**the Seller**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
Authorised signatory, who warrants that he is duly  
authorised hereto



SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_.

**AS WITNESSES:**

For and on behalf of:  
**the Purchaser**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
Purchaser or his/her/its duly authorised agent who  
warrants that he/she is duly authorised hereto

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_.

**AS WITNESSES:**

for and on behalf of:  
**the Purchaser's Spouse**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
Purchaser's spouse or his/her/ duly authorised agent  
who warrants that he/she is duly authorised hereto

