

Agreement Of Sale



ROSEMARY
ESTATE

KUILSRIVER • NORTHERN SUBURBS • CAPE TOWN





AGREEMENT OF SALE

PLOT AND PLAN DEVELOPMENT KNOWN AS



ERF NO: _____

PURCHASER: _____



INFORMATION SCHEDULE

1.	Seller's Details		
	Full Name		CUBOCTAHEDRON PROPRIETARY LIMITED Registration Number 2016/467438/07
	Seller's Address (<i>domicilium citandiet executandi</i> address)		
	Authorised Signatory	Full names Designation	
VAT No.			
2.	Purchaser's Details		
	Purchaser Type (*tick as applicable)		Individual <input type="checkbox"/> Company <input type="checkbox"/> Close Corporation <input type="checkbox"/> Trust <input type="checkbox"/>
	Full Name/s		
	Identity No./ Date of Birth/Registration No.		
	Purchaser's Address (<i>domicilium citandi et executandi</i> address)		
	Telephone Nos.		Work: _____
			Home: _____
			Mobile: _____
	E-mail		
	Marital Status (if an individual)		<i>Unmarried/married in COP/married out COP</i> <i>Other (specify _____) (*select/complete whichever is applicable)</i>

	If married in COP, name and Identity No. of spouse		_____
	Authorised Signatory (if Purchaser a juristic person)		Full names Designation
Income Tax No.			
VAT No. (if applicable)			



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3.	Purchase Price Vacant Land (VAT inclusive):	R	
4.	Building Contract Value (VAT inclusive):	R	
5.	Total Payable:	R	

**Payment of the Purchase Price:
(must select one)**

Option 1: Finance Required

Minimum Deposit of R5 000,00 (Five Thousand Rand) within 7 days of Signature Date and mortgage bond approval in terms of clause 4

Deposit: R _____

Bond approval: R _____

Option 2: No Finance required

Minimum 30% non-refundable deposit within 7 days of Signature Date and Guarantees in terms of clause 5

Deposit: R _____ Balance of Purchase Price: R _____

(Estimated monthly levies payable from date of registration of transfer: R _____)

6.	Property Description (including all fixtures and fittings of a permanent nature)		
	Erf No.		
	Extent	m ²	
	Estimated Monthly Homeowners' Association Levies (excluding rates)	R	
7.	Occupation		
	Occupation and possession on date of Registration		



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8.	Transfer Date (estimated)	
9.	Mortgage Loan	
	Date for loan approval	
	Loan amount required	
10.	Bond Originator (appointed by the Seller)	
	Agency Name	
	Contact Name	
	Mobile No.	
11.	Surety Details (in event of legal entities) – Annexure B to be completed	
	Full Name	
	Identity No./Date of Birth	
	Surety's Address (<i>domicilium citandi et executandi</i> address)	
12.	Conveyancers	
	Firm's Name	BELLINGAN MULLER HANEKOM INC.
	Contact Person	Jessie Claassen // John Hendriks
	Contact No. and Email	Office: 0219197599 jessie@bmhlaw.co.za ; john.hendriks@bmhlaw.co.za



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	Trust Account Details	BMH Inc is a pre-listed beneficiary with Nedbank Ltd, ABSA Bank Ltd Standard Bank Ltd and First Rand Bank Ltd as anti-fraud prevention Reference: Erf Nr	
13.	Architects (Firm's Name)		
14.	Principal Agent		
15.	Reason for purchasing (*select as applicable)		
	Primary Residence	Investment	Other
16.	List of Annexures forming part of this Agreement		
	Annexure A	Draft Diagram (indicating the property)	

CONSUMER PROTECTION ACT NOTICE

- In complying with the Consumer Protection Act, No. 68 of 2008, terms of this Agreement that purport to limit the Seller's risk or liability, constitute an assumption of risk or liability on the part of the Purchaser, obligate the Purchaser to indemnify the Seller or any other party, or purport to be an acknowledgment of fact by the Purchaser, have been printed in bold in order to ensure that the Purchaser is aware of the contents thereof.
- It is further recommended that:
 - the Purchaser carefully reads this Agreement (and its Annexures);
 - the Purchaser consults a suitably qualified person to assist the Purchaser in the interpretation and conclusion of this Agreement; and
 - the Purchaser advises the Seller in writing of any information furnished to the Purchaser in a manner or form which the Purchaser deems not to be plain and understandable language.
- In so far the defects rectification process (more fully set out in clause 10 of this Agreement) is concerned, it is specifically recorded that the Development has not yet been built and the Purchaser therefore expressly agrees to accept the Property in its condition upon Practical Completion, subject further to the agreed defects rectification process which provides for the identification and remedying of any defects in the Property subsequent to the Purchaser having purchased and taken occupation of the Property.



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The Purchaser hereby offers to purchase the Property from the Seller on the terms set out in the Information Schedule and as set out in the terms and conditions below. Upon acceptance of this offer by the Seller, this shall become a binding agreement of sale.

1. INTRODUCTION

1.1. The Seller has entered into a sale agreement with the registered owner of Erf

1.2. The Seller has agreed to sell and the Purchaser has agreed to purchase the Property

1.3.

1.4. The Parties accordingly agree on the terms set out in this Agreement.

2. DEFINITIONS

In this Agreement, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and other words derived from the same origins (that is, cognate expressions) shall have corresponding meanings:

2.1. "**Act**" means the Deeds Registries Act 47 of 1937;

2.2. "**Agreement**" means this agreement of sale, including all annexures, addenda, or written amendments;

2.3. "**Anticipated Transfer Date**" means the date specified in item 6 of the Information Schedule;

2.4. "**Approvals**" means the final approval by the relevant competent authorities (and where an appeal has been lodged against an approval, such approval shall become final upon the determination of such appeal); "**Approved**" shall have a corresponding meaning;

2.5. "**Architects**" means the firm appointed by the Seller, as identified in item 13 of the Information Schedule, or any other firm appointed by the Seller from time to time in its discretion, and "**Architect**" means any partner of the Architects (whose appointment should not be necessary to prove);

2.6. "**Best Endeavours**" means as being a more onerous obligation than "reasonable endeavours" and shall include doing everything known to be usual, necessary and proper for ensuring the expeditious success of the endeavour while prioritising the interest of the person to whom the obligation is owed. It does not imply that a party should put itself in a commercially detrimental position, but it does, however, include that everything that can be done should be done. All courses of action must be pursued which have the greatest chance of achieving the contracted results;

2.7. "**Building**" means the building to be erected on the property in terms of the building agreement that accompanies this contract

2.8. "**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in the Republic of South Africa;

2.9. "**Common Property**" refers to the erven representing roads or parks or otherwise, to be transferred to the Home Owners Association as contemplated in terms of clause 2.22 hereunder,

2.10. "**Conditions Precedent**" means the conditions precedent which this Agreement is subject to, as set out in clause 4 below;

2.11. "**Conveyancers**" means the attorneys as described in item 12 of the Information Schedule;

2.12. "**Constitution**" means the constitution that prescribes the management of the Home Owners Association and actions of the owners in the development as imposed as a subdivision condition by City of Cape Town

2.13. "**CPA**" means the Consumer Protection Act 68 of 2008, as amended;

2.14. "**Development**" means the registration of subdivisions of Erf 25530 Kuils River in accordance with General Plan 1279/2019, known as **Rosemary**, comprising of residential erven;

2.15. "**Development Period**" means the period up to the date that all the subdivided erven in the Development have been transferred from the Seller to third parties;

2.16. "**Estate Agent**" means as described in item 8 of the Information Schedule;

2.17. "**Home Owners Association**" means the association to be established in terms of the subdivision approval of the parent property, namely Roosmaryn Two Home Owners Association, a copy of which the purchaser has been made aware in terms of the constitution together with additional rules and made available to the purchaser for inspection at the offices of the Estate Agent or the Conveyancers, as well as on the Seller's website

2.18. "**Information Schedule**" means the covering schedule appearing at the start of this Agreement;



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- 2.19. "**Levies**" means the monthly levies raised by Home Owners Association as provided for in the Constitution, the estimated levies being as set out in item 5 of the Information Schedule and determined annually by the Home Owners after the Development Period
- 2.20. "**Local Authority**" means the City of Cape Town, and any other authority having jurisdiction over the Development;
- 2.21. "**Section 137 Certificate**" means the certificate issued by the City of Cape Town confirming that the Property is registerable in terms of the applicable bylaws;
- 2.22. "**Occupation Date**" means the date on which the Purchaser is given beneficial occupation of the Property, being the occupation date recorded in item 5 of the Information Schedule;
- 2.23. "**Prime Rate**" means the rate of interest per annum which is equal to Investec Limited's published prime lending rate of interest per annum compounded monthly in arrear, charged by the said bank on the unsecured overdraft current accounts of its 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, whose appointment it will not be necessary to prove, of any branch of the said bank, whose certificate shall be prima facie proof thereof;
- 2.24. "**Principal Agent**" means as described in item 14 of the Information Schedule, or such other principal agent appointed from time to time by the Seller, in its discretion, who has full authority and obligation to act in terms of this Agreement on behalf of the Seller;
- 2.25. "**Property**" means the Erf as described in item 4 of the Information Schedule;
- 2.26. "**Purchase Price**" means the purchase price of the Property as recorded in item 3 of the Information Schedule;
- 2.27. "**Purchaser**" means as described in the Information Schedule and its successors-in-title;
- 2.28. "**Register**" means the registration of transfer of ownership from the seller to the buyer in terms of the Act;
- 2.29. "**Rules**" means the management and conduct rules that are included or accompanies the Constitution, as may be amended from time to time by the Seller, a draft of which Rules are available for inspection at the offices of the Estate Agent or the Conveyancers, as well as on the Seller's website;
- 2.30. "**Seller**" means as described in item 4 of the Information Schedule, being the developer of the Development and the Scheme, and its successors-in-title;
- 2.31. "**Signature Date**" means the date upon which this Agreement is signed by the party who signs same last in time;
- 2.32. "**Transfer**" means registration of transfer of the Property into the name of the Purchaser in the Deeds Office and "**Transfer Date**" means the date of Transfer; and
- 2.33. "**VAT**" means value-added tax from time to time in terms of the Value Added Tax Act No. 89 of 1991.

3. SALE

The Purchaser hereby offers to purchase, and upon acceptance of such offer the Seller agrees to sell, the Property on the terms and conditions set out in this Agreement

4. CONDITIONS PRECEDENT

4.1. **This Agreement, save for this clause 4 which is immediately applicable, is subject to the fulfilment of the following conditions precedent, namely that:**

- 4.1.1 **If this agreement is subject to the conditions precedent that the Purchaser is granted a mortgage loan for the amount specified in item 7 of the Information Schedule by a financial institution:**
- 4.1.2 **the mortgage loan shall be approved by the later of the date specified in item 7 of the Information Schedule or such extended period as the Seller in its sole discretion may notify the Purchaser in writing;**
- 4.1.1 **the mortgage loan shall be unconditional subject to (i) such conditions as may be reasonably imposed by the financial institution, (ii) such conditions as may be reasonably approved by the Seller, (iii) Transfer of the Property to the Purchaser and (iv) registration of an appropriate mortgage bond over the Property;**
- 4.1.2 **this Condition Precedent shall be deemed to have been fulfilled upon the written advice given by the financial institution to the Seller, to the Estate Agent, or to the Purchaser, that it has made an offer of a mortgage loan to the Purchaser. The Purchaser warrants that it has sufficient income to qualify for the mortgage loan amount specified in item 9 of the Information Schedule;**
- 4.1.3 **the Purchaser agrees to appoint the bond originator specified in item 10 of the Information Schedule to assist it and attend to the necessary mortgage loan applications, and in this regard, shall immediately when requested to do so, submit**



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all relevant information to the bond originator; and further:

- 4.1.3.1 in the event that this Agreement is subject to the National Credit Act 34 of 2005, the Purchaser warrants that at the time of signature of this agreement, the Purchaser is not:
 - 4.1.3.1.1 over-indebted and/or
 - 4.1.3.1.2 subject to debt review and/or
 - 4.1.3.1.3 subject to an administration order.
 - 4.1.3.2 Once the mortgage bond is approved and the pre-agreement statement and quotation is accepted, the Purchaser shall not do anything that may cause the Purchaser to become over-indebted in terms of the National Credit Act or cause the bank to withdraw the mortgage bond Approval.
 - 4.1.4.3 The Purchaser shall not do anything between the date of acceptance of the pre-agreement statement and quotation and the registration of the mortgage bond which may cause the Purchaser's financial situation to deteriorate.
 - 4.1.4 in the event of a mortgage bond being approved for an amount less than the mortgage loan amount specified in item 7 of the Information Schedule and the Purchaser accepting such lesser amount, the Purchaser undertakes to furnish the Conveyancers with either payment of or a bank guarantee for the shortfall within 7 (Seven) days from the date of signature of a waiver by the Purchaser, notwithstanding clause 4.1.1.7 below;
 - 4.1.5 only in the event of the sum secured by the bond proceeds being adjusted on signature of the bond documents, within 7 (Seven) days of signature of the bond documentation the Purchaser shall furnish the Conveyancers with a bank guarantee acceptable to the Seller for payment of any amount/s no longer payable by means of a mortgage loan.
 - 4.1.6 the Seller in its sole discretion may notify the Purchaser in writing, that the purchaser takes transfer of the Land;
 - 4.1.7 the Seller in its sole discretion may notify the Purchaser in writing, that the Seller obtains approval of all relevant development approvals, building plans and departures necessary for the Development from the relevant authorities;
 - 4.1.8 The Seller may, in its sole discretion and by written notice to the Purchaser, extend the due dates for fulfilment of any of the Conditions Precedent contained in 4.1.1, 4.1.2 and by up to 90 (ninety) days.
 - 4.1.9 The cancellation of any foregoing agreement that needs to be cancelled in terms of a continuous marketing clause
- 4.2 The Parties shall use their respective Best Endeavors', where it is within their respective power and control to do so, to procure the fulfilment of the Conditions Precedent and undertake to sign all documentation and do all things as reasonably necessary for this purpose.
- 4.3 Where a Condition Precedent is imposed for the benefit of a Party, that Condition Precedent may be waived by that Party in a written notice to such effect given to the other Party at any time before expiry of the relevant stated dates.
- 4.4 Unless the Conditions Precedent are fulfilled or waived, as the case may be, by the stated dates or such later date/s as may be notified by the Seller, in writing, this Agreement shall be of no force and effect, in which case the Parties shall be restored, as near as possible, to the position in which they would have been had this Agreement not been entered into and any deposit paid (with any interest accrued thereon), shall forthwith be repaid in full to the Purchaser.
- 4.5 This sale is subject to the Purchaser signing a building agreement and thereby accepting the terms therein contained, as will more fully appear from the said Building Contract, which said Building contract is inseverable from this agreement and *Vica Verca*. It is explicitly agreed that the intention of the sale is to purchase the vacant land with the Building Contract to come into effect after date of registration.
- 5 PURCHASE PRICE**
- 5.1 The Purchaser shall pay the Purchase Price, without deduction or set-off, free of bank charges, in South African currency, as follows:
- 5.1.1 a deposit in the amount recorded in item 3 of the Information Schedule payable by the date specified, to the Conveyancers, in trust, and which is to be invested by them in an interest-bearing account in the name of the Purchaser with a registered financial institution, the administration fee of which investment, in the amount of 0,5% of the total interest earned in respect of the investment plus postages and petties incidental to the investment, shall be borne by the Purchaser. Should the Purchaser fail to timeously pay the deposit, the Seller shall be immediately entitled to cancel this Agreement by giving written notice to the Purchaser (costs caused by the cancellation being for the Purchaser's account;
 - 5.1.2 the balance of the Purchase Price in the amount recorded in item 3 of the Information Schedule on the Transfer Date.
- 5.2 The provisions of clause 5.1 shall constitute authority given by the Purchaser to the Conveyancers in terms of Section 86(2) of the Legal Practitioners Act to invest any amounts paid on account of the Purchase Price.
- 5.3 Interest earned from the investment of the Purchase Price shall accrue to the Purchaser and the capital shall be paid to the Seller on the



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Transfer Date.

- 5.4 The Purchaser shall secure the balance of the Purchase Price contemplated in clause 5.1.2 above as follows:

In the event of the Purchaser selecting Option 1 in item 3 of the Information Schedule:

5.4.1 an irrevocable guarantee issued by the financial institution being the mortgagee of the bond to be registered over the Property which shall be a recognised commercial bank, in a form acceptable to the Seller, within 14 (fourteen) days of the Conveyancers' request;

5.4.2 in respect of any balance, a cash payment into the Conveyancers' trust account within 14 (fourteen) days of the Conveyancers' request.

In the event of the Purchaser selecting Option 2 in item 3 of the Information Schedule, either:

5.4.3 An irrevocable guarantee issued by a recognised commercial bank in a form acceptable to the sellers within 14 (fourteen) days of the Sellers Conveyancers request in their sole discretion, or

5.4.4 A cash payment into the Conveyancers' trust account within 14 (fourteen) days of the Sellers Conveyancers request in their sole discretion.

- 5.5 Withdrawal by a guarantor of a guarantee issued in compliance with any provision of this clause 5, for any reason whatsoever, shall constitute a breach by the Purchaser of its obligations and in respect of which breach the Seller shall not be required to give notice in terms of clause 22 below.

- 5.6 All payments referred to in this clause 5 shall be made to the Conveyancers free of commission, exchange, and bank charges, and may be directly deposited into their trust account, who are pre-listed beneficiaries with all major banks, or by making contact with the conveyancers to achieve the necessary.

- 5.7 **The Purchaser will be required to comply with the Financial Intelligence Centre Act No. 38 of 2001 and consequently:**

5.7.1 **acknowledges that the deposit payable by the Purchaser cannot be invested and accordingly, interest cannot accrue thereon, until such time as the said requirements have been met; and**

5.7.2 **hereby renounces any claim for interest, where the claim arises from the Conveyancers being unable to invest the deposit (or any other monies) as a result of the Purchaser not having properly complied with the said requirements.**

- 5.8 Notwithstanding anything to the contrary herein contained, in as much as the total Purchase Price includes VAT determined at the current rate of 15% (fifteen percent), in the event of the rate at which VAT is chargeable being amended after the Date Of Signature hereof by the Purchaser, but in circumstances in which the amended rate will apply to this transaction, then the total Purchase Price shall be adjusted accordingly, the intention being that the Seller shall receive and retain the same net Purchase Price after payment of the VAT regardless of the rate at which VAT is payable.

6 POSSESSION AND OCCUPATION

- 6.1 Possession and vacant occupation of the Property shall be given by the Seller and taken by the Purchaser as close as possible to the anticipated Occupation Date specified in item 5 of the Information Schedule.

- 6.2 Until the Transfer Date, the Purchaser shall:

6.2.1 not sell, let, or in any other manner dispose of or part with the Property or any of its rights thereto without the Seller's prior written consent. If granting consent, which the Seller is not obliged to do, the Seller shall be entitled to impose such reasonable conditions as it deems necessary.

7 TRANSFER AND COSTS

- 7.1 Transfer of the Property and registration of the mortgage bond/s shall be registered by the Conveyancers as soon as is reasonably possible. The Seller shall not be liable in any manner if Transfer is delayed for whatever reason, and the Purchaser shall be obliged to take Transfer when it is tendered.

- 7.2 Transfer shall not be passed to the Purchaser until such time as the total Purchase Price and other amounts, including all legal costs of and incidental to the transfer, including VAT and/or Transfer Duty, if applicable, due by the Purchaser have been paid in full, and/or payment thereof has been secured to the satisfaction of the Conveyancers, which costs include but are not limited to the following: namely all conveyancing costs, administration costs associated with the investment of funds, Deeds office fees and all other costs (excluding all costs of and incidental to obtaining rates clearance certificates from the local authority. In order to comply with statutes and/or other enactments and/or regulations relating to the transfer and registration of the mortgage bond, if applicable, together with VAT in respect of such costs. For the avoidance of doubt, in the event of the Transfer of the Property not proceeding for any whatever reason, the Conveyancer shall be entitled to,



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but not obliged, to receive payment by the Purchaser of the Transfer costs, calculated in terms of the Conveyancing Fees Guidelines – Apportionment of Fees: Wasted Costs issued by the Legal Practice Council from time to time.

7.3 The Purchaser shall within 5 (five) Business Days of written request by the Conveyancers:

7.3.1 sign all preliminary transfer documents; and

7.3.2 if applicable, do all things and sign all documents required to ensure that the Purchaser's mortgage bond documentation and all ancillary documentation is satisfactorily and timeously signed and completed.

7.4 The Purchaser will be liable for all bond registration costs if the Purchaser does not use the bond originator in item 10 of the Information Schedule.

7.5 The Purchaser and Seller irrevocably authorise any director/partner of the Conveyancers to sign any declaration required by the South African Revenue Services (“SARS”) for the purposes of applying for a transfer duty receipt or exemption and/or claiming any refunds.

7.6 It is recorded that in order to effect transfer of the Property, the Conveyancers shall be required to lodge, *inter alia*, a Transfer Duty Exemption Certificate, issued by SARS with the Deeds Registry. It is further recorded that SARS have adopted a policy of not issuing this certificate if any party to the transaction is in arrears with the payment of any amounts SARS believes is due to it, or otherwise not being in compliance with applicable tax laws. Should SARS refuse to issue a Transfer Duty Exemption Certificate in respect of the sale of the Property in terms of this Agreement, due to the fact that the Purchaser is in arrears with any payments to SARS or has otherwise not complied with any applicable tax laws, then in that event, the Purchaser shall be deemed to be in material breach of this Agreement entitling the Seller to the remedies in terms of clause 22. Further, should there be any delay in the issue of the aforesaid Transfer Duty Exemption Certificate by SARS for any reason attributable to the Purchaser, then in that event, the Purchaser shall be deemed to be delaying the registration of Transfer which shall entitle the Seller to claim *mora* interest from the Purchaser as contemplated in clause 7.7.

7.7 If the Transfer Date is delayed for any reason attributable to or occasioned by the Purchaser, then the Purchaser shall pay to the Seller, monthly in advance, interest on the full Purchase Price at a rate of 2% (two percent) above the Prime Rate for the period of the delay. The Conveyancers' decision as to whether or not there is a delay, and as to whether or not such delay is attributable to or occasioned by the Purchaser, and the calculation of interest, shall be final and binding on the Parties. The Conveyancers shall, in making the decision aforesaid, act as experts and not as arbitrators.

8 ACKNOWLEDGEMENTS BY PURCHASER

The Purchaser acknowledges that:

8.1 the Property will form part of the Development and that the Purchaser has satisfied itself regarding the Rules, regulations, conditions, and servitudes of whatever nature pertaining to the sale, ownership, and use of the Property and agrees to be bound thereby from the Transfer Date;

8.2 the General Plan has been approved, and that accordingly, the exact and final boundaries and areas of the Property are shown on the General Plan as finally Approved and registered;

8.3 Transfer of the Property is able to take place simultaneously with or forthwith after the registration of the General Plan and if applicable, release from any existing mortgage bond;

8.4 the Purchaser has read and approved the Layout Plans shall be obliged to accept delivery of the Property:

8.4.1 completed substantially according to the applicable Site Development Plan;

8.4.2 as finally depicted and delineated on the General Plan

8.5 the Purchaser shall have no claims against the Seller for any delays in Occupation or Transfer occasioned by any delay in obtaining the necessary Approvals for the Plans and/or for the Development and/or for the Scheme;

8.6 on the Registration Date, landscaping may be incomplete, and that the Purchaser may suffer inconvenience from ongoing building operations, noise dust and other nuisance factors in this regard until the Development Period is complete;

8.7 the Purchaser shall have no claim whatsoever against the Seller by reason of any such inconvenience contemplated in clause 8.6 nor be entitled to interdict, cancel this Agreement, or withhold any payments to the Seller, provided that the Seller shall use its Best Endeavors' to complete all aspects of the construction and the completion of the Development as expeditiously as is possible in the circumstances;



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- 8.8 it shall not be entitled, for whatever reason, 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 of the Seller's obligations or for any other reason whatsoever;
- 8.9 all artistic, architectural, photographic and other visual presentation material including, brochures and pamphlets, used by the Seller or its agents in marketing and selling the Property have been prepared, distributed and shown as advertising material only, that the Seller shall not be bound thereby and the Purchaser shall have no claim in respect of any information stated therein or impression conveyed thereby, that no representation is thereby made by the Seller, and that the Parties shall be bound by the terms contained in this Agreement only;
- 8.10 the view currently enjoyed from the Property may be affected by the ongoing development other even in the Development and/or the erection of any further buildings in the development and/or in the vicinity of the Property. The Purchaser acknowledges and agrees that the Purchaser shall have no claim or right of any action whatsoever against the Seller arising from any such impact on or impairment of the view from the Property, or any derogation from the value thereof, as a result of any aspect of the construction of the Development and/or the erection of further building/s on neighbouring properties
- 8.11 warrants that the Purchaser is not currently (and will, at least until after Transfer), not be in default of any income or other tax law obligations to SARS which will serve to delay the obtaining of transfer duty receipt or exemption certificates from SARS or cause any financial institution granting any loan finance (if applicable) to the Purchaser, to withdraw the aforesaid finance offered; and
- 8.12 the Purchaser has been provided sufficient opportunity to consider the terms of this Agreement and that the agreement was concluded as a result of a process of negotiation between the Parties.

9 UNDERTAKINGS AND WARRANTIES BY THE SELLER

- 9.1 The Seller undertakes that it:
- 9.1.1 will take all reasonable steps necessary to procure the Approval of the Sectional Plan and the opening of the Register as soon as possible after the Signature Date;
- 9.1.2 will construct and complete the Scheme, Property, and the Building substantially in accordance with the Plans, read with the Specifications, in a good and workmanlike manner, provided only that if any items in the Specifications are not available, the Seller shall be entitled to substitute items of the same standard and quality, as provided in clause 12;
- 9.1.3 will take all reasonable steps necessary to procure that the Occupation Date will take place as soon as possible after the anticipated Occupation Date recorded in item 5 of the Information Schedule and read together with clause 6.
- 9.2 All undertakings hereby given to the Purchaser are personal to the Purchaser and cannot be alienated by it in any way.

12 RISK AND PROPRIETARY CHARGES

- 12.1 On the Occupation Date, all risk and benefit in and to the Property shall pass from the Seller to the Purchaser and the Property shall thereafter remain solely at the risk and be for the profit and/or loss of the Purchaser, and from which date the Purchaser shall be liable, amongst other things, for the payment of all Levies, rates, taxes, service charges, and municipal charges levied against the Property.
- 12.2 The Purchaser shall be liable for all consumption charges for electricity, water, sewerage and the like from the Occupation Date, including all and any deposits that may be required by the Local Authority and all insurance premiums. Prepayments made by either Party for any period subsequent to the Transfer Date shall be adjusted proportionately.

13 VOETSTOOTS

- 13.1 The Seller has made no representations and given no warranties in respect of the Property or the Development, in respect of latent or patent defects, or in respect of anything relating thereto, other than as contained in this Agreement, and save for the



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aforesaid warranties, the Property is accordingly sold *voetstoots*, in the condition in which it stands at Transfer.

13.2 Save as provided for in clause 8.7, the Seller renounces all claims to any excess and will not be answerable for any deficiency in the declared extent of the Property and no warranties are given by the Seller in respect of the boundaries of the Property, nor is the Seller required to point out the boundaries, nor is the Seller liable for the cost of locating same.

13.3 This sale is subject to all such conditions, encumbrances, restrictions, and servitudes as are mentioned and/or referred to in the title deeds of the Land or Property and to all such other conditions and servitudes which may be applicable.

13.4 If the Property has been erroneously described in this Agreement, the intention of the Parties is to describe the Property as set out in the title deed of the Property.

14 APPOINTMENT OF MANAGER AND ROOSMARYN TWO HOME OWNERS ASSOCIATION

14.1 The Purchaser hereby grants to the Seller an irrevocable authority to make the appointment of the first managing agent such as the Seller in its discretion shall determine, which appointment shall be valid and binding on the Home Owners Association for 3 (three) years after the first general meeting of the Home Owners Association.

14.2 The Purchaser shall become a member of the Home Owners Association on Transfer and shall be bound by the Rules. The Purchaser warrants that it is familiar with and fully acquainted with the Rules and agrees to abide by the provisions thereof.

14.3 From and including the Occupation Date the Purchaser shall be liable to pay to the Home Owners Association a monthly levy (*pro rata* in respect of any portion of a month) monthly in advance on the first day of each and every month, being a proportionate share of the total cost of managing, operating, administering, repairing, and maintaining the Erven transferred into its name for communal benefit and any security it is liable for.

15 THE RULES

15.1 It is recorded that the Home Owners Association shall be established on the registration of the first transfer of the erven in the development.

15.2 The Purchaser acknowledges that the Rules contained in the Constitution and/or additional rules will be applicable and acknowledges and agrees that it is acquainted with the provisions thereof.

15.3 The Purchaser furthermore acknowledges that the Seller shall be entitled from time to time and prior to the transfer of the first erf, to impose additional Rules and of which the Purchaser acknowledges that it will be bound.

16 LEVIES

16.1 In terms of the Constitution, the Home Owners Association shall impose Levies upon its members for the purpose of meeting the expenses of the Home Owners Association.

16.2 The Purchaser acknowledges that it shall be liable for the payment of Levies with effect from the Occupation Date, the estimated levy being as per item 5 of the Information Schedule.

16.3 The Purchaser shall be obliged to furnish the Home Owners Association with a debit order drawn on the Purchaser's bank in respect of payment of all Levies.

16.4 The Seller shall be liable for payment of levies from the date of transfer.

16.5 Pending the determination of the actual amount of such Levies, the Purchaser shall from the Occupation Date pay on account of such Levies an amount as shall be certified by the Seller or the Conveyancers as being their *bona fide* estimate of such monthly Levies. Upon the determination of the actual monthly Levies so payable any amount underpaid or overpaid shall forthwith be paid or reimbursed by one party to the other.

16.6 Levies shall be paid to the Seller or its appointed agent and thereafter (once established) to the Home Owners Association monthly in advance on the first day of each and every calendar month commencing from the Occupation Date, *pro rata*

17 SCHEME REGULATIONS

17.1 The Scheme is subject to, *inter alia*, the following provisions which may be imposed by the City of Cape Town in respect of the Development, namely:

19.1.1 An Owners Association to be created of whom the Purchaser will become a member.

20 STIPULATION FOR THE BENEFIT OF THE ROOSMARYN TWO HOME OWNERS ASSOCIATION



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Purchaser Initials here

Witness Initials here

Any conditions in this Agreement which are expressed as being for the benefit of the Home Owners Association shall constitute a *stipulatio alteri* in favour of the Home Owners Association which it may accept at any time.

21 BREACH

21.1 If either Party breaches any provision of this Agreement and remains in breach for 10 (ten) days after written notice to such Party requiring that party to rectify that breach, or if either party repudiates this Agreement ("**Defaulting Party**"), the other party ("**Aggrieved Party**") shall be entitled, at the Aggrieved Party's election to:

21.1.1 sue for the immediate specific performance of any or all of the Defaulting Party's obligations under this agreement whether or not any such obligation is then due; or

21.1.2 (either as an alternative to a claim for specific performance or upon the abandonment of such a claim) cancel this Agreement. Written notice of such cancellation shall be given by the Aggrieved Party to the Defaulting Party and the cancellation shall take effect on the giving of such notice.

21.2 In the event of the Seller cancelling this Agreement in terms of clause 23.1:

21.2.1 all amounts paid by or on behalf of the Purchaser in terms of this Agreement, including amounts paid to third parties, less an administration fee of 0,5% of the total interest earned in respect of invested funds, together with Transfer costs, calculated in terms of the Conveyancing Fees Guidelines – Apportionment of Fees: Wasted Costs payable to the Conveyancer, shall be forfeited to the Seller, unless the Seller elects to claim damages in lieu of such forfeiture, in which latter event:

21.2.1.1 the Conveyancer shall be irrevocably authorised to disburse such amounts to the Seller, who shall be entitled to hold such amounts pending determination of the amount of the damages by agreement, order of court, or otherwise;

21.2.1.2 if the damages as determined are greater or less than the amounts held by the Seller, the difference shall be paid to the party entitled to the difference, by the other party; and

21.2.1.3 the Purchaser shall forthwith vacate the Property and shall procure that the Property is vacated by any persons who occupy it through the Purchaser's title or by its permission, and the Property shall be redelivered in the same good order and condition as at the Occupation Date. The Purchaser shall not be entitled to claim any compensation in respect of any improvements and additions made to the Property.

21.3 If the Purchaser for any reason fails to vacate the Property after cancellation:

21.3.1 the Purchaser shall be obliged to perform obligations under this Agreement as if it had not been cancelled, and the Seller's acceptance of such performance shall be without prejudice to any of its rights;

21.3.2 the occupational rental shall in these circumstances be calculated at a rate equivalent to double the rate as recorded in item 5 of the Information Schedule;

21.3.3 the Seller shall, in addition, be entitled to claim all damages flowing from such unlawful occupation, including but not limited to:

21.3.3.1 the fair and reasonable costs of restoring the Property to the condition in which it was at the Occupation Date.

21.3.3.2 damages for holding over from the date on which this Agreement is cancelled to the date on which the Property is restored to the Seller;

21.3.3.3 payment of an amount equivalent to all Levies, rates, taxes, service charges, and all other amounts which the Seller has had to pay during the subsistence of the holding over; and

21.3.3.4 such further damages as the Seller may have suffered as a consequence of the Purchaser's holding over, including a loss of profits arising out of any subsequent sale which the Seller may prove would have been concluded but for the holding over.

21.4 The Defaulting Party agrees that, in the event of the Aggrieved Party instructing its attorneys and/or taking legal proceedings against the Defaulting Party pursuant to a breach by the Defaulting Party, then the Defaulting Party shall pay all legal costs plus VAT incurred by the Aggrieved Party in connection therewith as between attorney and own client, including collection commission at the tariff rate applicable, and transfer costs, as envisaged in clause 7.2, payable to the Conveyancer, which Transfer costs shall be calculated in terms of the Conveyancing Fees Guidelines – Apportionment of Fees: Wasted Costs.

21.5 The Parties' remedies in terms of this clause are without prejudice to any other remedies to which they may be entitled in law.

22 DISPUTE RESOLUTION

22.1 In the event of a dispute arising out of or in connection with this Agreement or the breach, termination, or invalidity thereof, then the dispute shall be settled by arbitration in accordance with the provisions of this clause 24.

22.2 Upon written notice from any Party to the other (the "Dispute Notice") the dispute shall be referred to a suitably qualified independent



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arbitrator. The arbitrator shall, if the dispute is agreed in writing by the Parties to be:

22.2.1 primarily an accounting matter, be an independent practising accountant of not less than 10(ten) years' standing as such;

22.2.2 primarily a legal matter, be an attorney of not less than 10 (ten) years' standing as such or a practising senior counsel;

22.2.3 any other matter, be a suitably qualified independent person;

agreed upon in writing by the Parties; provided that if the Parties do not, within 14 (fourteen) days of the Dispute Notice agree in writing as to the identity of the arbitrator, the arbitrator shall, irrespective of the nature of the dispute, be appointed by the Registrar of the Arbitration Foundation of Southern Africa upon request by any Party to make such appointment.

22.3 The arbitration shall be held at a venue in Cape Town and shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa;

22.4 Immediately after the arbitrator has been appointed, any Party shall be entitled to call upon the arbitrator to fix a date and place when and where to meet with the arbitrator to settle the manner in which the arbitration proceedings will be held;

22.5 Any order or award that may be made by the arbitrator:

22.5.1 shall be final and binding;

22.5.2 shall be carried into effect; and

22.5.3 may be made an order of any competent court.

22.6 Nothing in this clause 24 shall preclude any Party from seeking interim and/or urgent relief from a court of competent jurisdiction.

22.7 The provisions of this clause 24 shall remain binding on the Parties notwithstanding any cancellation or termination of this Agreement.

23 CESSION

23.1 The Purchaser shall not be entitled to cede any of its rights in terms of this Agreement without the prior written consent of the Seller, at its sole and unfettered discretion.

23.2 The Seller shall be entitled to cede its rights and delegate its obligations in terms of this Agreement without the consent of the Purchaser. However, it is recorded that the Seller will require the consent of its bankers, Investec Limited, prior to any cession.

24 JOINT AND SEVERAL LIABILITY

If this Agreement is signed by more than one person as Purchaser, the obligations and liabilities of all the said signatories shall be joint and several.

25 NOTICES AND DOMICILE

25.1 For the purposes of the giving of notices and the serving of legal process in terms of this Agreement, each of the Parties choose as their respective addresses, the addresses specified in the Information Schedule ("**Domicile**").

25.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by e-mail.

25.3 Any notice to a Party:

25.3.1 sent by prepaid registered post in a correctly addressed envelope to that Party's Domicile shall be deemed to have been received on the 7th (seventh) Business Day after posting (unless the contrary is proved);

25.3.2 delivered by hand to a responsible person during ordinary business hours at the physical address chosen as his Domicile shall be deemed to have been received on the day of delivery; or

25.3.3 sent by e-mail to its chosen e-mail address shall be deemed to have been received on the date of despatch (unless the contrary is proved).

25.4 Despite the provisions of this clause 27, a written notice or communication actually received by a Party shall be an adequate written notice or communication notwithstanding that it was not sent to or delivered at that Party's chosen Domicile.



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26 INDEMNITY

26.1 Notwithstanding anything to the contrary in this Agreement, the Seller shall not be responsible for any loss or damage to property or any injury to or death of any person being sustained in or about the Property, the Scheme, or the Land which the Purchaser or any third party may suffer arising from any act or omission whatsoever or neglect on the part of the Seller, its servants, employees, or agents.

26.2 The Purchaser or any other person shall not be entitled for any of the said reasons in clause 26.1 or for any other reason whatsoever, to withhold payment of any monies due to the Seller in terms hereof, and the Purchaser hereby indemnifies the Seller accordingly.

26.3 The Purchaser acknowledges that it understands the English language and considers itself fluent therein.

27 SURETY

The Surety described in item 13 of the Information Schedule, hereby binds him/herself as surety and co-principal debtor in favour of the Seller for due and proper performance by the Purchaser of all of his obligations in terms of this Agreement (including any amounts which may become owing arising out of any breach of this Agreement) and hereby renounces the benefits of excussion, division, cession of action, and *de duobus vel pluribus reis debendi* the meaning and full force and effects of such benefits the Surety acknowledges he/she knows and understands, as detailed in the Deed of Suretyship annexed hereto, marked Annexure B, which must be completed in full by the Surety.

28 WARRANTIES BY THE PARTIES

The Parties warrant in favour of each other that:

28.1 should the Purchaser be a company, close corporation, or trust, the authorised signatory described in item 2 of the Information Schedule enjoys the legal capacity and all necessary approvals required to empower and authorise them to enter this Agreement and that such approvals pre-date the Date of Signature; and

28.2 they are not aware of the existence of any fact or circumstance that may impair their ability to comply with all of their obligations in terms of this Agreement;

29 ESTATE AGENT'S COMMISSION

29.1 The Purchaser warrants that it was introduced to the Seller and to the Property by the Estate Agent and by no other person or agent, that the Estate Agent is the effective cause of the sale, and indemnifies the Seller accordingly.

29.2 The Seller and the Contractor shall jointly and severally be liable for and shall pay Commission to the Estate Agent in the amount specified in item 11 of the Information Schedule. The Commission shall be deemed to have been earned upon acceptance of the offer by the Seller and after fulfilment or waiver, as the case may be, of the Conditions Precedent, and shall be payable by the Seller to the Estate Agent on the Transfer Date against Transfer of the Property or on the date of cancellation of this Agreement by mutual consent between the Seller and the Purchaser. The Seller hereby irrevocably authorises the Conveyancers to pay the Commission to the Estate Agent from the Purchase Price on the Transfer Date.

29.3 If this Agreement is cancelled by reason of the Purchaser's default, the Seller shall have no obligation to the Estate Agent in respect of Commission and hereby cedes and assigns to the Estate Agent any right to claim Commission owing from the Purchaser which arises from such cancellation.

30 CO-OPERATION

Each of the Parties hereby undertakes to:

30.1 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);

30.2 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

30.3 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.

31 GENERAL PROVISIONS

31.1 Continued Marketing

If this Agreement is subject to the fulfilment of conditions precedent in terms of clause 4, then:



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31.1.1 the Purchaser acknowledges that the Seller will be entitled to continue to market the Property and accept offers in respect of the Property

32.1.2 Should the Seller at any time prior to fulfilment of the conditions precedent in clause 4 receive another *bona fide* offer which it in its sole discretion wishes to accept then it shall notify the Purchaser thereof, in writing, of its intention to accept such offer (a copy of such offer shall simultaneously be shown to the Purchaser) and the Purchaser shall have 72 (seventy two) hours from receipt of such notification (excluding Saturdays, Sundays & public holidays) within which to waive, in writing, the benefit of all Conditions Precedent of this Agreement and to furnish the Seller with the guarantees required in terms of clause 5, as the case may be, whereupon this Agreement shall become final and binding. Should the Purchaser fail to so waive and fail to furnish the required guarantees then this Agreement shall lapse and be of no further force or effect.

31.2 Governing Law & Jurisdiction

31.2.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

31.2.2 The Purchaser hereby consents in terms of section 45 of the Magistrate's Court Act 32 of 1944, as amended, to the jurisdiction of any Magistrate's Court having jurisdiction in terms of section 28 of that Act, notwithstanding that any action or proceeding arising out of this agreement would otherwise be beyond the jurisdiction of such court. The Seller shall, however, have the right to institute action in any other court of competent jurisdiction

31.3 General

31.3.1 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.

31.3.2 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 herein. To the extent permissible by law, no Party shall be bound by any express or implied or tacit term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

31.3.3 No indulgence, leniency or extension of time which any Party ("the Grantor") may grant or show to any other Party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in the future.

31.3.4 The Purchaser and the Seller warrant that all material terms of this Agreement have adequately been explained to them prior to signature of this Agreement.

31.4 Interpretation

In this Agreement and all annexures and schedules, unless specifically provided otherwise:

31.4.1 any reference to "writing" includes electronic communication as defined in the Electronic Communications and Transactions Act, 2002 and "written" shall have a corresponding meaning;

31.4.2 words importing the masculine gender include the feminine and neuter genders and vice versa; the singular includes the plural and vice versa; and natural persons include created entities (corporate or unincorporated) and the state and vice versa;

31.4.3 references to a "person" include a natural person, company, close corporation, or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;

31.4.4 when any number of days is prescribed in this Agreement, same shall be deemed to be calendar days, unless specifically referred to as a "business day", and reckoned exclusively of the first and inclusively of the last day;

31.4.5 the rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply;

31.4.6 any reference in this Agreement to a Party shall include a reference to that party's assigns expressly permitted under this Agreement and, if such party is liquidated or sequestrated, be applicable also to and binding upon that Party's liquidator or trustee, as the case may be;

31.4.7 references to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT. All or any VAT payable by the Purchaser in terms of this Agreement shall become due for payment and shall be paid by the Purchaser forthwith upon presentation of the relevant invoice by the Seller to the Purchaser. Any dispute which may arise between the Seller and the Purchaser as to the liability for and/or payment of VAT or the amount thereof in terms of this Agreement shall be referred to the auditors of the Seller for decision and their decision shall be final and binding between the Parties and carried into effect. The auditor shall act as an expert and not an arbitrator when making its determination as aforesaid.

32 **OFFER**

32.1 The Purchaser's signature to this Agreement constitutes an offer and this offer is irrevocable and open for a period of 10 (ten) days after the date of signature by the Purchaser, whereafter it expires. It is specifically recorded that the production of a counter-offer by the Seller to whom this offer is made shall not be deemed to be a refusal of this offer and the offer shall accordingly remain irrevocable until expiry of the period stated above.



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32.2 The Seller undertakes to send a copy of this Agreement signed by it evidencing acceptance of the offer contained herein to the Estate Agent as soon as reasonably possible after its signature, but the Seller's failure to do so timeously shall not invalidate this offer.

33 COUNTERPARTS

This Agreement may be signed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when a counterpart has been signed by each of the Parties.

SIGNED BY THE **SELLER** AT _____ ON THIS _____ DAY OF _____ 2024.

AS WITNESSES:

- 1. _____
SELLER
- 2. _____
Time of acceptance: _____

SIGNED BY THE **PURCHASER** AT _____ ON THIS _____ DAY OF _____ 2024.

AS WITNESSES:

- 1. _____
PURCHASER
- 2. _____

SIGNED BY THE **SURETY** AT _____ ON THIS _____ DAY OF _____ 2024.

AS WITNESSES:

- 1. _____
SURETY
- 2. _____

SIGNED BY THE **ESTATE AGENT** AT _____ ON THIS _____ DAY OF _____ 2024.

AS WITNESSES:

- 1. _____
ESTATE AGENT
- 2. _____



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Witness Initials here

Annexure A – GENERAL PLAN



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Purchaser Initials here

Witness Initials here

Annexure B

DEED OF SURETYSHIP

1. This Deed of Suretyship is an annexure to the Agreement. The terms and phrases defined in the Agreement shall be of application herein.

I / we the undersigned

(Full names and Identity Number)(The Surety)

hereby confirm that I/we have bound ourselves jointly and severally to and in favour of the Seller as sureties and co-principal debtors *in solidum* with the Purchaser as set out in item 2 of the Information Schedule and in terms of the nominee clause 29 of the Agreement for the due fulfilment of all the obligations of the Purchaser (including but not limited to damages) arising from the Agreement and annexures to the Agreement.

2. In addition to the amounts payable in terms of the Agreement, the Surety shall be liable to pay legal costs, including attorney and client costs reckoned on the non-litigious tariff as recommended by the Legal Practice Council or its successors, and collection commission incurred, by the Seller in securing or endeavouring to secure fulfilment of the Purchaser's obligations under the Agreement as well as my/our obligations hereunder.
3. The Seller shall be entitled, without prejudice to its rights against the Surety, to release any security given or to give time to or compound or make any agreement with the Surety or with the Purchaser in regard to the payment of the indebtedness of the Purchase to it with the Seller its absolute discretion deems fit.
4. This Deed Suretyship shall remain in force until such time as the Purchaser's indebtedness to the Seller in terms of the Agreement is discharged in full.
5. I/we agree that a certificate purporting to be signed by any director of the Seller showing the amount of any indebtedness due and payable by the Purchaser to the Seller at any particular time shall be *prima facie* proof of the amount due and the fact that is then due and payable.
6. I/we renounce each and every one of the benefits and exceptions known as *beneficium ordinis sei excussionis, non causa debiti*, and revision of account, the meanings of which I/we are fully and independently acquainted with the meanings and nature of the abovementioned benefits and exceptions, and with the consequences thereof.
7. No variation of the terms of this Deed of Suretyship shall be of any force and effect unless reduced to writing and signed by both the Surety and the Seller. This document is and shall remain the Seller's property.
8. The protection afforded to the Seller under this Deed of Suretyship shall extend to the Seller's assigns and any persona or entity to whom the Seller may cede its rights herein.
9. All notices to be given in terms of this Deed of Suretyship shall be in writing and shall be delivered to me/us at the following address, which address I/we chose as *domicilium citandi et executandi* for all purposes of this surety:

-
10. The Seller agrees that I/we shall be, at any time, entitled to change the *domicilium citandi et executandi*, which change shall take effect only upon serving notice of such change on the Seller in accordance with the provisions of clause 27 of the Agreement.
 11. Notwithstanding anything to the above, any notice actually received by me/us shall be deemed adequate notice, even if not delivered at my/our chosen *domicilium citandi et executandi*.



Seller Initials here

Purchaser Initials here

Witness Initials here

SIGNED AT _____ ON THIS _____ DAY OF _____ 2024.

AS WITNESSES:

1. _____
in his/her personal capacity as Surety

2. _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 2024.

AS WITNESSES:

1. _____
Surety Spouse if married in Community of Property

2. _____



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Purchaser Initials here

Witness Initials here



Seller Initials here

Purchaser Initials here

Witness Initials here