

GOWRIE FARM
Golf and Fly-Fishing Estate

AGREEMENT OF SALE

between:

KWA JABU TRUST

Reg No IT 364/2005/PMB

("the seller" or "the developer" as the case may be)

Postal address: PO Box 600
Pietermaritzburg
3200

Domicilium: 281 Pietermaritz Street
Pietermaritzburg
3201

Telephone: (033) 355 3100
Telefax: (033) 394 1947
e-Mail: gowriefarm@vnh.co.za

and

ID No / Reg No.
("the purchaser")

Postal address: _____

Domicilium: _____

Telephone: (h) _____ (b) _____

Telefax: _____

e-Mail: _____

Cell: _____

in respect of: Proposed Erf Nottingham Road, Registration Division FT, Province of KwaZulu-Natal, in extent 1 600 square metres; ("**the property**"),

situate within Gowrie Farm Golf and Fly-Fishing Estate, Nottingham Road, and as shown on the General Plan prepared by the land surveyors, Haines and Jefferys ("**the plan**").

1 Purchase and sale

The seller hereby sells to the purchaser who purchases the property:

for the sum of:..... R

plus VAT of: R

Total purchase price inclusive of VAT:..... R

No transfer duty shall be payable by the purchaser in respect of this sale.

The purchaser requires a mortgage bond of R..... (See Clause 31 hereof)

2 Payment of purchase price

The purchase price shall be secured by the purchaser as follows:

2.1 The purchaser shall lodge a deposit of R50 000 with Venn Nemeth & Hart Inc., 281 Pietermaritz Street, Pietermaritzburg ("**the conveyancers**") within 7 days of the purchaser signing this agreement, which sum shall be retained by the conveyancers in trust in an interest-bearing account upon their standard terms applicable to corporate saver accounts with interest accruing to the purchaser pending transfer. Payments to the conveyancers shall be made in cash or by cheque, or alternatively by direct deposit to the following account:

Name:	Venn Nemeth & Hart Trust Clearing Account
Bank:	Standard Bank of South Africa Limited
Branch:	Longmarket Street, Pietermaritzburg
Branch code:	05 75 25 00
Acc No.:	0522 44326
Ref:	Gowrie Farm Golf and Fly Fishing Estate : Erf

2.2 The purchaser shall lodge with the conveyancers, either a guarantee acceptable to them or, alternatively, cash for the balance of the purchase price within 60 days of the date of the purchaser's signature to this agreement. Any such cash paid by the purchaser shall be held by the conveyancers in accordance with the provisions of 2.1 above.

- 2.3 The total purchase price (including VAT) shall be paid by the conveyancers to the seller upon registration of transfer of the property into the name of the purchaser. Any interest accruing to the purchaser shall be paid to the purchaser on the same date.
- 2.4 If any amount or guarantee is not timeously paid or lodged by the purchaser, interest shall accrue on such amount from the due date until the date of payment or lodgement. Interest shall be calculated at the prime overdraft rate of the Standard Bank and compounded monthly in arrear.
- 2.5 In order to effect transfer of the property, the Conveyancer shall be required to lodge, inter alia, a Transfer Duty Receipt issued by the South African Revenue Services. Should SARS refuse to issue a Transfer Duty Receipt in respect of the sale of the property in terms of this contract, due to the fact that the Purchaser is in arrears with any payments to SARS or has otherwise not complied with any tax laws, then the Purchaser shall be deemed to be in breach of this contract of sale and the Seller shall be entitled to cancel this contract, should the Purchaser not rectify such breach within 7 (seven) days of receipt of a notice from the Seller calling upon him to remedy such breach

Further, should there be any delay in the issue of the aforesaid Transfer Duty Receipt for the aforesaid reasons, then the Purchaser shall be deemed to be delaying the registration of transfer which shall mean that the Purchaser is in mora.

3 **Gowrie Farm Golf and Fly-Fishing Estate**

- 3.1 The developer has obtained consent to develop the properties currently described as Portions 8, 12 and Remainder of Portion 24 of the farm Gowrie No 1930; Portion 113 (of 71) of the farm Wilde Als Spruit No 1085 and Portion 10 of the farm Waterford No 15946, in total extent approximately 361 hectares ("**the estate**").
- 3.2 The consent allows for the development of:
- 3.2.1 a nine-hole golf course
 - 3.2.2 a golf clubhouse facility
 - 3.2.3 125 residential sites
 - 3.2.4 home owner's amenities, including a swimming pool, tennis courts, squash court and stables
 - 3.2.5 the use of the existing dams for fly-fishing
 - 3.2.6 an operating farm

- 3.2.7 54 workers cottages, 14 of which will be retained for staff working on the estate and 40 of which shall be sold to members of the local community (external to the estate) who are entitled to housing subsidies.

4 **Purchaser's acknowledgements**

The purchaser acknowledges that:

- 4.1 the property is part of the Gowrie Farm Golf and Fly-Fishing Estate and that the purchaser is fully acquainted with the proposed development, the position of the property and its extent and locality.
- 4.2 the developer will build a nine-hole golf course on the estate, in the position shown on the plan and upon the following basis;
- 4.2.1 construction of the golf course shall commence within 6 months of the date of commencement of road construction and shall be completed as soon as reasonably possible thereafter, taking into account the seasonal and weather conditions.
- 4.2.2 the golf course shall remain in the ownership of the developer, who shall be responsible for its maintenance and upkeep.
- 4.2.3 all home owners shall be members of the Gowrie Farm Golf Club and shall be entitled to access to the golf course, subject to the terms and conditions laid down by the developer, or its successors in title.
- 4.3 that part of the estate which does not fall within the residential site boundaries or the workers cottages area or the golf course, shall constitute a lease area ("**Gowrie Farm**") to be leased to Ian Murray Greene for a period of 10 years with rights of renewal as described in clause 5 below;
- 4.4 approximately one hectare of the estate shall be transferred to the Gowrie Farm Homeowners' Association ("**HOA**"), on which the developer shall construct a swimming pool, tennis court and squash court;
- 4.5 all amenities shall be constructed by the developer at its expense, with the exception of the stables. The developer shall complete the amenities within 24 months of the date of registration of the general plan;
- 4.6 the home owners shall be entitled to build stables on the HOA's property and to retain ownership of such stables in terms of the Sectional Titles Act. Ownership of the stables shall be in terms of the Sectional Title Act (see clause 10);
- 4.7 the estate shall be managed by the HOA and the purchaser shall, in common with all other home owners, be a member of the HOA as set out in clause 12 below;

- 4.8 a servitude shall be registered over Gowrie Farm, in favour of the 125 residential sites, which shall give the home owners the right to traverse Gowrie Farm on foot or horseback and shall grant a right of way over all farm roads, whether by foot, horseback, bicycle, car or light delivery vehicle (bakkie). These roads shall be identified as farm roads and shall be maintained by the farmer, whereas all other roads (identified as "estate roads") shall be maintained by the HOA;
- 4.9 the home owners shall be entitled to fly-fish on all dams on the estate subject to such fishing regulations as may be imposed by the HOA and the liability of the HOA to stock such dams;
- 4.10 the HOA shall be responsible for the maintenance of all common amenities built on the HOA's property;
- 4.11 notwithstanding the conditions of this agreement and in addition to the architectural controls referred to in clause 17 below, the developer may impose special conditions relating to the placement of dwellings, height restrictions and likewise in respect of certain of the residential sites.

5 **Lease of Gowrie Farm**

Gowrie Farm has been leased to I M Greene ("**the farmer**") by the developer, which lease includes, *inter alia*, the following conditions:

- 5.1 the lease period shall be 10 years, commencing 1 June 2005, with the right of renewal for two further periods of 5 years each. The farmer shall be entitled to renew the lease for 2 further periods of 5 years each;
- 5.2 the land may only be used for the purposes of farming cattle, sheep, horses and game and for the planting of crops;
- 5.3 the farmer shall allow home owners to traverse Gowrie Farm on foot or on horseback. Home owners may in addition cycle or drive vehicles on farm roads;
- 5.4 the farmer shall maintain all farm roads in reasonable farm road condition at his expense;
- 5.5 the farmer shall maintain all farm fences. Those fences around residential houses shall be maintained by the HOA, and/or the individual home owners;
- 5.6 the grassland areas shall be maintained in accordance with the management plan for the estate to be produced in conjunction with the Bill Barnes Crane and Oribi Sanctuary Trustees.

6 **Non-Interference in the farming operation**

The purchaser acknowledges that Gowrie Farm is a working farm and that there are hazards associated with farming. It is a condition of the approval of the Development Tribunal that each purchaser acknowledge the following statement:

"Commercial agricultural ventures employ technologies and methodologies which carry an element of risk. Farm machinery can be dangerous if not handled by trained personnel, and there may be potential health risks associated with pesticides, dust, smoke, even when reasonable precautions are taken. In addition certain farm activities may be noisy, or take place at irregular hours. Persons buying into the estate should be made aware that they are to live in a farm environment which will not be modified for residents comfort or convenience."

7 **Membership of Gowrie Farm Golf Club**

- 7.1 Each home owner shall be obliged to become and remain an owner member of the Gowrie Farm Golf Club (**GFGC**). An owner member shall be the registered owner of the property and shall include the spouse and minor (under 21) children of the owner. In the case of the owner being a company, close corporation, trust or other legal entity, the owner's nominee shall be the owner member and shall include the spouse and minor (under 21) children of the owner's nominee. A condition of title to this effect shall be registered in the title deeds of the property.
- 7.2 Where more than one person jointly owns a property, the second or additional co-owners shall be additional members of the Gowrie Farm Golf Club. The spouse or minor (under 21) children of such additional members may also be included in such membership. Additional members shall be limited to not more than 9 per property and the subscription for each additional member shall be half the annual subscription payable by an owner member. The annual subscription, as at 1.9.2007, for an owner member shall be R4 800.00 which shall include free golf.
- 7.3 Apart from owner members and additional members there shall be a maximum of 200 ordinary members of GFGC. Ordinary members shall be those persons who do not own properties but wish to acquire full membership of the golf club. There shall also be spouse members and junior members. Spouse members shall be those whose spouses are ordinary members and who choose such membership category. Junior members shall be persons under the age of 21. Spouse members and junior members shall pay not more than half the subscription of an ordinary member.
- 7.4 If the golf course increases in future from a 9 hole golf course to an 18 hole golf course, the number of ordinary members may be increased to 300.

8 **The Club House**

The club house which is to be built by the developer shall include a bar, half-way house, lounge, change-rooms and a pro shop and will offer amenities similar to those currently on offer at Boschhoek Golf Course. The purchaser acknowledges that the developer has applied for permission to include up to 8 bedrooms in the club house complex, so as to operate a Bed and Breakfast establishment at the club house. In addition, the developer shall be entitled to include a steam bath or sauna, as well as treatment rooms, which facility will be managed by Brookdale Health Hydro.

9 **Consent to additional 9 holes**

9.1 The purchaser acknowledges that the consent of the Development Facilitation Tribunal to develop the property, allows for a 9 hole golf course.

9.2 In the future, the developer may wish to increase the golf course to an 18 hole golf course. Should the developer or his successor in title wish to build a further 9 holes, then the purchaser hereby consents to the developer applying to the relevant authorities for permission to build a further 9 holes and agrees to support such application.

9.3 It is further agreed that should the developer apply to build a further 9 holes, then the developer shall be entitled to apply for an additional 24 estate homes which shall be built in the approximate position as shown on the plan. The purchaser hereby agrees to grant to the developer a power of attorney *in rem suam* which power of attorney will allow the developer to vote on behalf of the purchaser in favour of the additional 9 holes and 24 homes and to act as the purchaser's agent in regard to any requirements which the authorities may need from the home owners to support the application. The purchaser shall sign the power of attorney, together with the transfer documents, which power of attorney shall be prepared by the conveyancers on behalf of the developer.

10 **Stables**

The home owners shall be entitled to build up to 16 stables on the HOA property. Home owners who may wish to build stables may do so, but subject to the following terms and conditions:

10.1 there shall be not more than 16 stables for home owners in addition to the stables which the HOA may require for horses used by the security guards; the HOA shall be entitled at their discretion to increase the number of stables.

10.2 home owners wishing to build stables shall pay an amount of R2 000 to the HOA;

10.3 the position and design of the stables shall be in accordance with the plan prepared by the developer's architects;

- 10.4 a purchaser wishing to build a stable shall pay 1/16th of the cost of the communal stable facilities, in addition to the cost of the stables. Such communal facilities may include a tack room, hay storage barn, grooms' rooms and such other facilities as the developer may deem necessary for the administration and upkeep of the stables and the proper care of the horses;
- 10.5 a purchaser wishing to build a stable shall pay a pro-rata share of the maintenance of the stable block and for this purpose shall pay a monthly stable levy which shall cover such maintenance and general running expenses of the stable block;
- 10.6 a sectional title register shall be opened in respect of the stable block and the purchaser of a stable shall be entitled to take transfer of it in terms of the Sectional Title's Act.
- 10.7 an owner of a stable may only sell the stable to an existing home owner.

11 **Workers Cottages**

The purchaser acknowledges that the development consent of the Development Tribunal includes the right to build 54 "workers cottages" in the position shown on the plan. The development of these workers cottages shall be subject to the following conditions:

- 11.1 No fewer than 40 of the cottages shall be allocated to approved members of the local community who qualify for a government housing subsidy;
- 11.2 the developer shall donate the land and services necessary for this development;
- 11.3 the name of each prospective owner of a cottage shall be included in the list prepared by the Nottingham Road Village Management Committee and the employer of such person shall be required to agree in writing to contribute a minimum of R20 000 towards the construction of an appropriate dwelling on the site. All cottages shall cost a minimum of R50 000 to build;
- 11.4 owners of such sites shall be required to be members of the HOA;
- 11.5 owners of such sites shall pay a monthly levy which shall not exceed 5% of the levy payable by owners of estate residential sites on the estate;
- 11.6 owners of cottages may not traverse Gowrie Farm, nor will their ownership entitle them to membership of GFGC;
- 11.7 any alterations or additions to the cottages shall be approved by the Building Committee of the HOA;

- 11.8 the owners of cottages shall be collectively entitled to nominate a member of the Board of Directors of the HOA.

12 **Management of the estate**

- 12.1 The purchaser, together with all other home owners, shall be obliged to be a member of the HOA and shall remain so for as long as the purchaser owns the property. Any successor in title shall also be obliged to be a member of the HOA. The title deeds of the property shall contain a condition to this effect.
- 12.2 The HOA shall manage the Estate and shall, *inter alia*, attend to the landscaping and maintenance of the common areas, administration and general upkeep.
- 12.3 The memorandum and articles of association of the HOA shall provide that during the development period, the developer shall be entitled to control the majority of the votes in the HOA and shall be entitled to nominate the majority of the board of directors of the HOA. The board shall comprise 7 persons, 1 who will be elected by the owners of the workers cottages. The HOA shall be a company incorporated under Section 21 of the Companies Act No. 61 of 1973.
- 12.4 The purchaser shall be bound by the provisions of the memorandum and articles of association of the HOA and such other rules and regulations as the directors of the HOA may from time to time lay down, acting under the powers accorded to the HOA.
- 12.5 During the development period, or for a period of 10 years after the commencement of the development, whichever is the longer, the developer or its nominee shall act as the managing agent for the HOA. When 75% of the residential sites have been sold, the developer shall be entitled to hand over the management of the estate to the HOA.

13 **Levies**

- 13.1 All home owners shall pay a levy to the HOA. Electricity and water consumption and the rates levied by the uMngeni Municipality, shall be paid individually by home owners and shall not be covered by the HOA levy.
- 13.2 It is recorded that in the 2005 year of commencement of the development, levies are set at R925 per month. The HOA shall have the power to adjust the levies as circumstances require. Levies shall only be payable in respect of residential sites to which all services have been provided.
- 13.3 No levies shall be payable by the developer in respect of undeveloped sites. The developer shall, however, be responsible for the payment of the difference

between the total levies due by the home owners and the total cost incurred in maintaining the estate during its development.

14 **Pets**

- 14.1 The purchaser acknowledges that dogs and cats shall not be allowed on the estate save with the express consent of the HOA, the developer and the farmer, which consent shall only be given in exceptional circumstances, and upon such terms as may be imposed by the HOA, farmer and the developer. In regard to caged birds and other such pets, only those specifically permitted by the developer (and, after the completion of the development period, the HOA) and the farmer, shall be allowed.
- 14.2 As regards caged birds, small birds which remain indoors (such as budgies) shall generally be allowed. Larger birds which are likely to cause a nuisance to neighbours, shall generally not be allowed.
- 14.3 In special circumstances, the purchaser may apply to the developer/HOA to have these regulations amended. Any decision taken by the developer/HOA shall not constitute a precedent and shall apply only to the relevant applicant.
- 14.4 If any pet causes a nuisance to other residents, then permission to keep such pet on the estate may be withdrawn. The developer/HOA shall also be entitled to impose any rules which they consider necessary regarding the keeping of pets on the estate.

15 **Stabilisation fund**

- 15.1 The developer shall set up a Levy Stabilisation Fund ("**the fund**") upon transfer of the first residential site from an owner to a third party. The fund shall be managed by the HOA.
- 15.2 Upon the sale and transfer of the property from the seller to a successor, the seller shall be required to pay to the fund an amount equal to 1% of the sale price of the property if it is undeveloped and an amount equal to 0,5% of the selling price of the property if it has been developed. The conveyancers attending to such transfer shall be required to deduct the amount from the sale proceeds and to pay it direct to the HOA.
- 15.3 The fund shall be used to maintain or upgrade such capital assets as the directors of the HOA may decide from time to time.

16 **Building on the property**

- 16.1 The purchaser undertakes to complete the building of a dwelling house on the property within 10 years of the date of registration of transfer of the property into the name of the purchaser.
- 16.2 Once the purchaser commences construction of a dwelling, the building operations shall be continuous and such dwelling shall be completed within 12 months from the date of commencement. If the purchaser does not complete the dwelling within the 12-month period, the purchaser shall be required to pay a penalty to the developer at the rate of R10 000 per month until construction is completed.
- 16.3 If the purchaser has not completed the dwelling within the period provided in sub-clause 16.1, then the seller shall be entitled to either purchase the property from the purchaser for the price as set out in clause 1. above, or alternatively, grant to the purchaser an extension of time in which to build the dwelling on the property, subject to the payment of a penalty of 10% per annum of the value of the undeveloped site. The penalty shall be paid annually in advance to the developer and the Homeowners' Association, who shall share such penalty equally. The value of the undeveloped site shall be fixed by a valuer appointed by the developer.

17 **Architectural controls**

The purchaser acknowledges and agrees that:

- 17.1 the property shall be developed in accordance with the architectural guidelines, prepared by the developer. These guidelines shall include the following:
- 17.1.1 buildings shall be single storey, with the exception of those specifically mentioned in clause 17.1.6 as being entitled to build loft rooms. No double-storey buildings shall be permitted;
- 17.1.2 the maximum coverage of any house shall be 480 square metres, inclusive of all garages, outbuildings and verandahs. The houses on erven 263, 264, 265, 279, 280, 281, 282 shall be limited to a coverage of 320 square metres, excluding verandahs and garages, which shall be limited to not more than two garages;
- 17.1.3 in the case of erven 206, 207, 208, 209, 210 and 211, the maximum coverage allowed shall be limited to a maximum of 420m², subject to a further condition that the enclosed floor area shall be not more than 370m², and that there shall be not less than 40m² of verandah;
- 17.1.4 all houses shall have a verandah or verandahs with a minimum area of 50m²;

- 17.1.5 houses shall be located on sites in positions decided by the Building Committee subject to the condition that each house shall be located approximately at the centre of each site;
- 17.1.6 there shall be a building restriction line 5 metres from all site boundaries;
- 17.1.7 Owners of erven 235, 236, 267, 268 to 277, 279 to 282, 288 to 296, 300, 301, 302, 305,308, 311, 312, 313, 314, 317, 318, 319, 322, 325 to 327, may build houses with loft rooms.
- Houses which include lofts are however limited to a total floor area of 40% of the erf upon which the house is built.
- 17.2 before building may commence on the property, the plans shall be approved by the Building Committee and the uMngeni Municipality;
- 17.3 the Building Committee shall, during the development period, comprise a person nominated by the developer together with an architect appointed by the developer;
- 17.4 upon the termination of the development period (as defined in the Articles of Association of the HOA), the Building Committee shall be appointed by the HOA in the manner set out in the Articles of Association;
- 17.5 any dispute relating to the provisions or application of the Architectural Guidelines shall be decided by the Building Committee whose decision shall be final and binding on the purchaser;
- 17.6 all gardens and landscaping on the property shall accord with the environmental management plan prepared by the developer;
- 17.7 the Building Committee shall charge a submission fee of R1 500 for the scrutiny of plans, which amount shall be paid to the HOA upon lodgement of the plans for approval. If the plans are submitted more than 3 times, an additional fee of R500 per submission shall thereafter be paid by the purchaser;
- 17.8 only architects approved by the developer shall be entitled to design houses on the estate.

18 **Services and the Phases for the Installation of Services**

- 18.1 The developer shall be responsible for all water and electrical reticulation and for the building of roads.
- 18.2 The purchaser shall be responsible for the installation of septic tanks and soak-aways which shall be built in accordance with the specifications of the project

engineer. If soak-aways have to be built outside the boundaries of a residential site, the developer shall bear the cost of connecting the site to the soak-away. The position of the soak-away shall be fixed by the project engineer.

18.3 The roads shall be farm gravel roads, except for the main road which shall have a chip and spray surface. The developer may choose to provide a chip and spray surface on any other road following completion of construction. If so, the developer shall allocate sufficient funds to the HOA to cover this expense. The purpose of delaying road surfacing in this manner is to protect the road from interim damage by construction vehicles.

18.4 The purchaser acknowledges that the estate may be developed in phases and the developer shall decide the number of phases and the number of residential sites to be completed in each phase.

19 **Occupation and risk**

19.1 Occupation of the property shall be given to the purchaser upon registration of transfer of the property into the name of the purchaser. The purchaser shall be liable for the payment of levies to the HOA and rates to the municipality from the date of registration of transfer.

19.2 The purchaser shall be entitled to all benefits deriving from ownership of the property with effect from the date of occupation.

20 **Transfer**

20.1 The transfer of the property into the name of the purchaser shall be registered by the conveyancers as soon as possible after the installation of services to the property. The purchaser hereby undertakes to sign all documents and pay all conveyancing fees and disbursements within 10 days of being called upon to do so by the conveyancers.

20.2 In the event of the purchaser not providing the necessary information or signing documents or paying conveyancing fees and disbursements within the said 10-day period, then interest shall accrue on the full purchase at the prime overdraft rate of the Standard Bank of South Africa Limited from the date on which the purchaser was to have complied with his/her obligations in terms of this clause until the date when the purchase provides the necessary information or, alternatively, signs the documents or, alternatively, pays the conveyancing fees and disbursements, whichever the case may be. The said interest shall be paid by the conveyancers to the seller upon registration of transfer of the property into the name of the purchaser.

21 **Servitudes**

The property shall be transferred by the conveyancers to the purchaser subject to such servitudes and conditions as may apply and subject to such conditions as may have been imposed by the Development Tribunal upon the granting of the approval. The purchaser accepts the property subject to any such servitudes and conditions.

22 **Agents and agent's commission**

22.1 The purchaser warrants that the purchaser was introduced to the property by the agent signing this contract ("**the agent**") and that the agent is the effective cause of this sale.

22.2 The purchaser agrees that once construction commences on the services at Gowrie Farm then the conveyancer shall be entitled to pay the agent 50% percent of the commission from the initial deposit paid in terms of Clause 2.1 of this agreement. The balance of the commissions will be paid upon registration of transfer of the property into the name of the purchaser.

22.3 If the sale is cancelled through the default of the purchaser, then the agent shall have no claim against the seller but shall be entitled to recover commission from the purchaser.

23 **Re-sale of properties**

23.1 It is agreed that should the purchaser wish to re-sell the property during the development period, the purchaser shall be obliged to grant a sole mandate to the developer for a period of 90 days. The developer shall then grant the mandate to one or all of the approved agents nominated by the purchaser.

23.2 Only agents approved by the developer shall be entitled to sell properties on the estate during the development period. Thereafter, only agents approved by the HOA shall be entitled to sell properties on the estate.

24 **Breach**

24.1 If either party fails to carry out any of its obligations under this agreement and remains in default for a period of 10 days after receiving written notice of such breach, then the aggrieved party shall be entitled to enforce this agreement or to declare it cancelled, and in either event, to claim such damages as have been suffered.

24.2 If the aggrieved party is the seller, the seller shall be entitled, upon cancellation, to recover possession of the property and to re-sell it, either by public auction or private treaty, at the expense of the purchaser. Any amounts paid by the

purchaser to the conveyancers shall be paid by the conveyancers to the seller as *rouw koop* or damages, or as a payment towards the damages suffered by the seller as a result of the cancellation. Payment shall be made immediately the sale has been cancelled by the seller.

24.3 Upon re-sale, any loss suffered by the seller shall constitute damages payable by the purchaser and any surplus arising from the re-sale shall be forfeited to the seller.

24.4 It is agreed between the parties that should the seller cancel this agreement due to the purchaser's default, then the seller shall be entitled to retain the deposit as a minimum of damages, which amount the seller shall be entitled to deduct from any amounts paid by the purchaser.

25 Notices

25.1 The parties choose their *domicilia citandi et executandi* at the addresses set out on the first page of this agreement.

25.2 Notices delivered by hand shall be deemed to have been received on the date of delivery.

25.3 Notices sent by post shall be sent by pre-paid registered post and shall be deemed to have been received on the 4th business day following the date of posting.

25.4 Telefaxed or e-mailed notices shall be deemed to have been received 48 hours after transmission.

26 Whole agreement

26.1 This agreement constitutes the entire contract between the parties with regard to the matters dealt with in this agreement and no representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties.

26.2 No agreement varying, adding to, deleting from or cancelling this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.

27 Waiver

No indulgences granted by a party shall constitute a waiver of any of that party's rights under this agreement.

28 **Trusts, companies and close corporations**

In the event of the signatory to this agreement signing in the capacity as trustee for a company or close corporation to be formed, then such signatory personally agrees that the company or close corporation shall be lodged with the Registrar of Companies within 60 days of the signature of this agreement by the purchaser, and the signatory shall procure that the company or close corporation ratifies this agreement within 14 days of incorporation, failing which the property shall be transferred into the name of the signatory of this agreement.

29 **Surety**

If the purchaser under this agreement is a trust, company or close corporation, or if the purchaser signs in the capacity of a trustee for a company or close corporation to be formed, then the signatory of this agreement agrees to be personally bound as surety and co-principal debtor with the purchaser for all the purchaser's obligations under the agreement.

30 **Financial Intelligence Centre Act**

The purchaser and seller hereby agree to comply with all the terms and conditions of the Financial Intelligence Centre Act ("**FICA**") and to furnish the conveyancers with such documentation as they may require to satisfy themselves that the terms of FICA are complied with.

31 **Mortgage bond**

31.1 In the event of the purchaser requiring a mortgage bond for the amount referred to in clause 1. above, then this condition will be deemed to have been fulfilled upon a financial institution lodging a letter, acceptable to the conveyancers, confirming that a mortgage bond has been granted to the purchaser upon the normal terms and conditions applicable to home loans. Such letter or guarantee shall be lodged within 60 days of the purchaser signing this agreement.

31.2 The seller shall be entitled to extend the said 60-day period by a further period of up to 60 days at its sole discretion and the purchaser hereby authorises the seller and/or the agent to assist in the obtaining of the mortgage bond. The purchaser hereby agrees to supply such information as may be required by the financial institution to enable the financial institution to consider the purchaser's application.

31.3 In the event of the purchaser not providing the necessary information to the financial institution within 10 days of being called upon to do so by the financial institution, the agent or, alternatively by the bond originator handling the application on behalf of the purchaser, and the mortgage bond not being granted

on due date then the seller shall be entitled to cancel this agreement and retain the 10% deposit paid in accordance with the provisions of clause 2.1 above.

31.4 The seller shall be entitled to grant to the purchaser a mortgage bond for the balance of the purchase price on the normal terms and conditions applicable to home loans granted by the Standard Bank of South Africa Limited should the purchaser not be able to obtain a loan from a financial institution. Should the seller elect to grant such mortgage bond then the seller shall notify the purchaser in writing and the suspensive condition referred to above shall be deemed to have been fulfilled.

31.5 Should the seller agree to grant the mortgage bond referred to above, then a first mortgage bond shall be registered in favour of the seller simultaneously with the registration of transfer of the property into the name of the purchaser, which mortgage bond shall be prepared by the conveyancers, the cost of which shall be borne by the purchaser.

32 Warranties and Representations

The purchaser hereby acknowledges that the seller / developer gives no warranties or undertakings, save for those included in this agreement, and any representations given by the agent that are not included in this agreement shall not be binding on the seller / developer.

SIGNED BY THE PURCHASER at on this day of 2008

As witness:

.....
.....
Purchaser

To be signed by the purchaser's spouse in the event of the purchaser being married IN community of property

I, as spouse of the purchaser, hereby consent to the above purchase and assume personal liability.

As witness:

.....
.....
Purchaser's spouse

SIGNED ON BEHALF OF THE SELLER / DEVELOPER at on this day of 2008

As witness:

.....
.....

for: **Seller / Developer - duly authorised**

I, the undersigned hereby accept the benefits conferred under this agreement.

.....
The agent

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CONVEYANCER'S INFORMATION

Full names of purchaser:

Identity/Registration No.:

Marital status:

Unmarried

Married

If married:

Married IN community of property

Married OUT of community of property

Married ito the laws of a foreign country

If "foreign" marriage:

Place where married

Country

Date of marriage

Spouse's full names:

Spouse's ID No.:

Full names of purchaser:

Identity/Registration No.:

Marital status:

Unmarried

Married

If married:

Married IN community of property

Married OUT of community of property

Married ito the laws of a foreign country

If "foreign" marriage:

Place where married

Country

Date of marriage

Spouse's full names:

Spouse's ID No.:

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