

DEED OF SALE
SHELLEY POINT ERVEN
(DELAYED TRANSFER)

AGENCY: _____
(hereinafter referred to as The Agency)

**MEMORANDUM OF AN AGREEMENT OF SALE MADE AND ENTERED INTO
AND BETWEEN:**

BRITANNIA BAY DEVELOPERS (PROPRIETARY) LIMITED NO. 1993/004783/07 herein
represented by **GERT LEOPOLD JOUBERT**, duly authorised thereto
(hereinafter referred to as the "**SELLER**")

and

1. **NAME:** _____
IDENTITY NUMBER: _____
MARITAL STATUS: _____
2. **NAME:** _____
IDENTITY NUMBER: _____
MARITAL STATUS: _____
(hereinafter referred to as the "**PURCHASER/S**")

The **SELLER** hereby sells to the **PURCHASER/S** who purchases on the terms and conditions hereof:

1. PROPERTY

ERF _____ **ST HELENA BAY (ID NO _____)** in the Municipality of Saldanha Bay, Division Malmesbury, Province Western Cape, **MEASURING** approximately _____ square metres.

(hereinafter referred to as the "**PROPERTY**")

2. PURCHASE PRICE

The purchase price is the amount of R _____
(_____)

which amount includes Value Added Tax.

3. PAYMENT

3.1 A deposit of a minimum of 15% (Fifteen Percent), being R _____
(_____) of the purchase price shall be paid by the **PURCHASER/S** to the **SELLER** Conveyancers **MALHERBE HANEKOM INCORPORATED** (Trust Account: Nedbank: Account no. 123 2071 706: Branch Code: 123209, Branch Code of internet payments 103910, Swift Code NEDSZAJJ) on or before _____.

3.2 It is the intention of the parties that the said deposit will be paid to the **SELLER** before date of registration but not before the abovementioned erf is registerable in terms of the Alienation of Land Act 68 of 1981 (the Municipal Services is completed and a completion certificate is issued by the **SELLER'S** engineer). In this regard the parties confirm as follows:

3.2.1 That the risks involved in such a step have been duly explained to them.

3.2.2 That the **PURCHASER/S** hereby irrevocably instructs the transferring attorneys to immediately after the abovementioned erf becomes registerable, in terms of Clause 3.2 above, transfer the deposit to the **SELLER**, which will be entitled to utilise the amount in his sole discretion.

3.2.3 That the **PURCHASER/S** may forfeit the deposit in case of breach of contract (See Clause 13).

3.3 The balance of the purchase price shall be paid without deduction, set off and/or bank charges, by the **PURCHASER/S** to the **SELLER** Conveyancers upon registration of the transfer. The **PURCHASER/S** shall furnish the **SELLER** Conveyancers with a Bank Guarantee for payment of the purchase price within 14 (fourteen) days after being requested to deliver same. The said guarantees will not be called upon on or before 30 November 2011.

4. MORTGAGE BOND

4.1 This Agreement is not subject to a mortgage bond agreement.

4.2 Although this agreement is not subject to any suspensive condition and more specifically a bond, the **SELLER**/his Bond Originator undertakes to assist the **PURCHASER/S** in applying for Mortgage Finance should the **PURCHASER/S** require assistance. However the **SELLER** accepts no responsibility in this regard.

5. DOMICILIUM CITANDI ET EXECUTANDI

5.1 The Parties hereby choose their respective Domicilia Citandi et Executandi for all purposes of the Agreement at the addresses set out in the **PARTICULARS** annexed hereto. Any notice:

5.1.1 which is posted by prepaid registered post to the addressee at the addressee's domicile will be deemed to have been received 7 (seven) days after posting, or

5.1.2 which is sent by telefax or e-mail will be deemed to be a written notice in terms of this agreement and to have been received on the first business day after the date of successful transmission.

6. INTEREST

If the **PROPERTY** is not transferred into the name of the **PURCHASER/S** on or before 31 January 2012, as a result of any default by the **PURCHASER/S**, the **PURCHASER/S** shall pay interest on the purchase price calculated at the minimum lending rate of Nedbank Bank Limited plus 5% (five percent) from the date the **SELLER'S** Attorney was ready to effect transfer until date of registration in the name of the **PURCHASER/S**. It is an express condition of this clause that it will not be necessary for the **SELLER** to put the **PURCHASER/S** on terms (Clause 13) to enforce this clause.

7. TRANSFER COSTS

- 7.1 The **SELLER** is responsible for payment on demand to the **SELLER'S** Conveyancers of all transfer fees and Local Authority's clearance fees.
- 7.2 It is hereby recorded that the **SELLER** is a registered Vendor in terms of the Value Added Tax Act, and that no Transfer Duty is payable by the **PURCHASER/S**.
- 7.3 The **PURCHASER/S** will be responsible for Bond registration fees, if applicable.

8. TRANSFER

Transfer of the **PROPERTY** will be given by the **SELLER** Conveyancers (**MHI ATTORNEYS** - Tel: 086 191 9070 - Ref: Jurgens Tubb P O Box 4073, Tyger Valley, 7536) and taken by the **PURCHASER/S** as near as possible to 31 January 2012.

9. POSSESSION AND OCCUPATION

Possession and occupation of the **PROPERTY** will pass to the **PURCHASER/S** on date of registration of transfer, from which date the **PURCHASER/S** shall be liable for any rates, taxes and any other imposts levied thereupon. The risk and benefit in and to the **PROPERTY** will pass to the **PURCHASER/S** on such date.

10. COMMISSION

The **SELLER** is liable to pay estate agent's commission to **The Agency** in accordance with its arrangements with the said agency. The agent of **The Agency** responsible for the sale of this transaction is _____. The **PURCHASER/S** warrants that **The Agency** is the effective cause of this transaction.

11. TITLE CONDITIONS

The **PROPERTY** is sold "voetstoots" (as it stands) and is subject to all the terms, conditions and servitudes mentioned or referred to in the Title Deed of the **PROPERTY**. It is further subject to all other conditions which may exist or be imposed by the Local Authority.

12. VARIATION / NON WAIVER

- 12.1 No agreement between the parties to vary, add or suspend any of the terms of this agreement, will be binding or have any validity if not reduced to writing and signed by both parties.
- 12.2 No latitude or extension of time which may be allowed by the **SELLER** to the **PURCHASER/S** in respect of any condition of this agreement shall under any circumstances be deemed to be a waiver of the **SELLER** rights at any time, and the **SELLER** shall be entitled to enforce strict and punctual compliance of each and every provision of the terms hereof.

13. DEFAULT

- 13.1 In the event of the **PURCHASER/S** failing to comply with any of the provisions of this agreement, and remain in default to remedy such breach within a period of 7 (seven) days after being notified thereof in writing, the **SELLER** will be entitled to:

13.1.1 cancel this agreement without further notice, to retain all monies paid by the **PURCHASER/S** in terms of this agreement, and to claim damages {to a maximum of the amount contemplated in clause 3.1 (deposit)} from the **PURCHASER/S** without prejudice to all other rights in Law; or

13.1.2 enforce performance of the terms hereof including payment of the full balance of the purchase price owing at the date of breach aforesaid, and to claim damages from the **PURCHASER/S**.

13.2 If this agreement is cancelled as a result of the default of the **PURCHASER/S**, the **PURCHASER/S** will be liable for the payment of estate agent's commission.

14. LEGAL COSTS

In the event of legal action being instituted by the **SELLER** against the **PURCHASER/S** in pursuance of this agreement, the **PURCHASER/S** will be liable for all legal costs incurred by the **SELLER**, calculated on an attorney-and-own-client scale, which includes collection commission.

15. BUILDING RESTRICTIONS

15.1 The **PURCHASER/S** confirms that he has acquainted himself and is bound with the Building Design Manual applicable to all structures erected within the Shelley Point Development. (Copies whereof is available from **The Agency**). The **PURCHASER/S** hereby undertakes to adhere thereto.

15.2 The set-back line applicable to this **PROPERTY** is _____ metres, measured from the sea-facing boundary. No construction may take place in front of this set-back line.

15.3 The height restriction applicable to any construction on this **PROPERTY** is _____ metres.

15.4 **(ONLY APPLICABLE IF PROPERTY IS SITUATE IN THREE BEACHES)**

The **PURCHASER/S** does hereby acknowledge that the property so purchased is located upon/adjacent to Shelley Point Golf course. Accordingly, the **PURCHASER/S** undertakes to take all necessary precautions relative to his property and any persons so as to prevent any damage or injury which could possibly be caused by errant golf balls.

The **PURCHASER/S** further declare that he is duly authorised and empowered to agree to the undermentioned Waiver of Liability for and on behalf of himself, his dependents and all visitors to his property located on the Estate.

Accordingly, the **PURCHASER/S** on behalf of the said persons and himself, do hereby declare that he shall have no claim of any nature whatsoever against Britannia Bay Developers (Pty) Limited ("the Developer"). Shelley Point Homeowners Association or any person playing golf, in respect of any damage to property or injury to persons caused by golf balls and the **PURCHASER/S** further hereby indemnify and hold harmless the Developer Homeowners Association and golf players in respect of any claim which may be made against them by his dependants or any other person on whose behalf the **PURCHASER/S** has signed this waiver of liability.

15.5 **(ONLY APPLICABLE IF PROPERTY IS SITUATE IN SUNSET VILLAS DEVELOPMENT)**

It is hereby agreed that if the property is situate in the **SUNSET VILLAS DEVELOPMENT** that the **PURCHASER/S** is obliged

15.5.1 to erect a residential dwelling on the property within a period of 5 (five) years of date of registration of transfer;

15.5.2 the plan of the residential dwelling to be erected on the property, is limited to the basic plans applicable to the **SUNSET VILLAS DEVELOPMENT** (as supplied by the developer of Shelley Point);

15.5.3 the structures on Portion numbers 1 to 13 and 36 to 45, are limited to single storey, and all other Portions to single or double storey.

16. HOME OWNERS' ASSOCIATION

The **PURCHASER/S** acknowledges that he becomes a member of the **SHELLEY POINT HOME OWNERS' ASSOCIATION** on date of registration of transfer, and on resale of the **PROPERTY**, such Deed of Sale must contain a condition to that effect. The **PURCHASER/S** has acquainted himself, and is bound to the Constitution of such Association, which Constitution is available from **The Agency**.

17. JURISDICTION

The parties hereby consent to the jurisdiction of any Court within the Western Cape Province at the election of the **SELLER** in respect of any legal proceedings resulting from this agreement.

18. TRUSTEE FOR LEGAL ENTITY

If the signatory for the **PURCHASER/S** acts as a Trustee/Member/Director for an existing legal entity, or for a legal entity to be formed, the signatory binds himself as surety and co-principal debtor jointly and severally with the legal entity for due fulfilment of all conditions of this agreement.

19. IRREVOCABLE OFFER

This agreement constitutes an irrevocable offer by the **PURCHASER/S** to the **SELLER** and shall not be capable of being withdrawn by the **PURCHASER/S**.

20. SPECIAL CONDITIONS

THUS DONE and signed by the **SELLER** at _____ on the _____
 day of _____ 20_____

AS WITNESSES:

1. _____
 _____ on behalf of **SELLER**
2. _____

THUS DONE and signed by the **PURCHASER/S** at _____ on the _____
 day of _____ 20_____

AS WITNESSES:

1. _____
 _____ **PURCHASER/S**
2. _____

SELLER'S PARTICULARS:

NAME: BRITANNIA BAY DEVELOPERS (PTY) LIMITED
 REG NO 1993/004783/07

ADDRESS: P O BOX 4013, TYGERVALLEY, 7536

STREET ADDRESS: WATERFRONT TERRACES, BLOK 1, 3RD FLOOR, TYGER
 WATERFRONT, BELLVILLE, 7530

CONTACT PERSON: GERT JOUBERT

TEL NO: 021-914 1303 / 021-914 1305 / 021-914 1323

TELEFAX: 021-914 1301

PURCHASER/S PARTICULARS:

SURNAME: _____

FULL NAMES: _____

IDENTITY NO: _____

PASSPORT NO: _____

SARS REG NO: _____ ANNUAL INCOME: _____

VAT REG NO: _____

MARITAL STATUS: (i) Single
 (ii) Married in Community of Property
 (iii) Married by Antenuptial Contract
 (iv) Other (Specify) _____

PLACE/DATE OF MARRIAGE: _____

FULL NAMES OF SPOUSE: _____

IDENTITY NUMBER OF SPOUSE: _____

PASSPORT NO: _____

SARS REG NO: _____ ANNUAL INCOME: _____

VAT REG NO: _____

PHYSICAL ADDRESS: _____

POSTAL ADDRESS: _____

TEL NO. (W) _____

(H) _____

TELEFAX NO. _____

MOBILE NO. _____

EMAIL ADDRESS _____

IF PURCHASER/S IS A COMPANY / CC OR A TRUST:

NAME OF COMPANY / CC / TRUST: _____

REGISTRATION NUMBER: _____

SARS REG NO: _____ VAT REG NO: _____

ANNUAL INCOME: _____

PHYSICAL ADDRESS: _____

POSTAL ADDRESS: _____

TEL NO: (W) _____ (H) _____

CELL NO: _____

TELEFAX NO: _____

E-MAIL ADDRESS: _____

DETAILS OF PERSON SIGNING ON BEHALF OF THE ENTITY

FULL NAMES: _____

IDENTITY NO. _____

IF MARRIED IN COMMUNITY OF PROPERTY

FULL NAMES OF

SPOUSE: _____

IDENTITY NO OF

SPOUSE: _____

