

**AGREEMENT OF SALE**  
**FOR DOLPHIN PLACE**

Between:

**NAC PROPERTY DEVELOPERS (PTY) LTD**  
**REGISTRATION NUMBER 2006/020051/07**

**("the Seller")**

and

**("the Purchaser")**

Sale of: Erf No:  
DOLPHIN PLACE

## **SCHEDULE OF INFORMATION & DEFINITIONS**

### **1. DETAILS OF SELLER**

NAC PROPERTY DEVELOPERS (PTY) LTD

Reg. No. 2006/020051/07

c/o Herbie Oosthuizen & Associates

71 Montagu Street

Mossel Bay, Western Cape

### **2. DETAILS OF PURCHASER**

Purchaser's full name / company name:

Identity Number / Registration Number:

Purchaser's Marital Status (ANC / COP):

Purchaser's physical address:
Code:

Purchaser's postal address:
Code:

Purchaser's email address:

Purchaser's Tel. No:
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Cell:
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Business:
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Home:
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Purchaser's Fax No:
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Business:
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Home:
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**3. PROPERTY**

Erf No:
In extent:

**4. PURCHASE PRICE**

Purchase Price (VAT inclusive) of the erf	<b>R550 000,00</b>
Purchase Price (VAT inclusive) of the building works	<b>R</b>
<b>TOTAL</b>	<b>R</b>

**5. PAYMENT OF PURCHASE PRICE**

5.1	Deposit of 10 % within 14 (FOURTEEN) days of date of signature	<b>R</b>
5.2	On registration of transfer the value attributed to the erf (which amount includes the 10 % deposit)	<b>R</b>
5.3	Balance of purchase price due in payments as per Certificate in terms of clause 2.1.3 of terms and conditions	<b>R</b>

**6. MORTGAGE BOND**

If the sale is subject to the Purchaser obtaining a mortgage bond as per clause 18 of the terms and conditions, the amount must be inserted:

Mortgage bond amount	<b>R</b>
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**If not completed, sale is unconditional and clause 18 of the terms and conditions do not apply.**

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***Purchaser specifically acknowledges this clause***

**7. NAME OF SELLING AGENT**

Name of Agent:
Name of Agency:
Cell number:

**8. DEFINITIONS**

- 8.1 **“Approved Bond”** shall mean the issue of a quotation and Pre Agreement as received from the banking institution as per Section 92 of the National Credit Act No 34 of 2005;
- 8.2 **“practical completion date”** shall mean the date certified as such by the architect;
- 8.3 **“conveyancer”** shall mean  
 HERBIE OOSTHUIZEN & Associates  
 71 Montagu Street, MOSSEL BAY, 6500  
 Tel: 044 – 601 8700  
 Fax: 044 – 690 4803  
 E-Mail: yolanda@holaw.co.za  
 Standard Bank Mossel Bay Branch  
 Trust account Nr: 082 816 034  
 Branch code: 05 04 14  
 Reference: Purchaser’s Surname
- 8.4 **“occupation date”** means the date of occupation as certified by the architect;
- 8.5 **“property”** shall mean the property as per the schedule of information, clause 3;

- 8.6 **“purchase price”** shall mean the purchase price as per the schedule of information, clause 4;
- 8.7 **‘schedule of information’** shall mean the schedule of information contained in A, which forms an integral part of this Deed of Sale;
- 8.8 **‘Seller’** shall mean the Seller as per the schedule of information, clause 1;
- 8.9 **‘the Purchaser’** shall mean the Purchaser as per the schedule of information, clause 2;
- 8.10 **‘transfer date’** shall mean the date of registration of transfer of the property into the name of the Purchaser;
- 8.11 **“Erf”** shall mean the erf described in clause 3 of the Schedule of Information;
- 8.12 **‘unit’** shall mean the house to be erected upon the property in accordance with this Deed of Sale and the annexures thereto;
- 8.13 **‘VAT’** shall mean value added tax as determined by the Value Added Tax Act, as amended from time to time.

## **9 ANNEXURES TO THIS DEED OF SALE**

- Annexure 1: Site layout plan;
- Annexure 2: Schedule of finishes; and
- Annexure 3: Unit layout plan.

The annexure form an integral part of this Deed of Sale and are by this reference incorporated therein. The Purchaser by his/her signature hereto acknowledges that he/she is familiar with the contents thereof and accepts same.

**P R E A M B L E:****WHEREAS:**

- (a) The Seller will erect and build a unit upon the property in accordance with this Deed of Sale and the Annexure thereto.
- (b) The Seller has agreed to sell to the Purchaser the erf and a unit to be erected on the erf.

**A. TERMS AND CONDITIONS****1. SALE**

The Seller hereby sells to the Purchaser who purchases the property at the purchase price inclusive of VAT, subject to the terms and conditions contained in this agreement.

**2. PAYMENT OF THE PURCHASE PRICE**

2.1 The purchase price shall be paid to the Seller as follows :

2.1.1 A 10 % (TEN PERSENT) deposit to the conveyancer within 14 (FOURTEEN) days of the date of signature of the agreement by the Purchaser, which amount shall be held in trust until registration of transfer and shall be invested in an interest bearing trust account with interest to accrue to the Purchaser on transfer;

2.1.2 The purchaser shall pay the Seller's conveyancer the amount as stipulated in clause 5.2 of the schedule of information against registration of transfer of the property into the name of the Purchaser in the deeds office; and

2.1.3 The balance of the purchase price including VAT against progress as certified by payment certificates issued by the Seller, as follows:

- (i) 30 % (THIRTY PERSENT) of the purchase price on the commencement of the floor;
- (ii) 30 % (THIRTY PERSENT) of the purchase price on roof height;

(iii) 40 % (FOURTY PERSENT) of the purchase price on delivery of the occupational certificate to the Purchaser;

- 2.2 For the payment of the amounts due in terms of clauses 2.1.2 and 2.1.3, the Purchaser shall furnish bank guarantees, acceptable to the Seller, within 30 (THIRTY) days after being requested to do so by the conveyancer. The Purchaser hereby waives the right that the Seller can only call for a guarantee when the transfer is lodged in the Deeds office and hereby agrees that the Seller can request a guarantee at any time.
- 2.3 The conveyancer shall be entitled and obliged and is hereby authorised by the parties hereto in terms of Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014), to invest the deposit and any other amount paid to them in terms of clause 2 in an interest-bearing trust account, interest accruing to the Purchaser. The Purchaser hereby authorises the conveyancer to make payment to the Seller in accordance with clause 2 from any monies held on trust by them on behalf of the Purchaser.
- 2.4 Without derogating from the provisions of clause 3 below, the Purchaser shall not be entitled to take actual occupation of the unit before the purchase price has been paid in full, despite the unit being completed and ready for occupation, or occupation being tendered, in terms of this Deed of Sale.
- 2.5 All amounts payable by the Purchaser in terms of this agreement shall be paid to the Seller's conveyancer free of exchange or commission at Mossel Bay and without deduction or set off in cash or by means of a bank guaranteed cheque or cheque drawn by a South African registered commercial bank.

### **3. POSSESSION AND OCCUPATION**

- 3.1 Possession and vacant occupation of the property as improved by the unit shall be given to the Purchaser on the occupation date, subject to fulfilment of the provisions of Clause 2.2 above, from which date all risk and benefit in the property shall pass to the Purchaser.

- 3.2 The Purchaser shall be liable for all municipal rates and taxes applicable to the property as well as that portion of the home owners' association levy payable to the Dolphin Place Home Owner's Association from the transfer date.
- 3.3 It is anticipated that the unit shall be completed within a reasonable time after date of transfer.

#### **4. TITLE CONDITIONS**

- 4.1 The property is sold subject to all conditions and servitudes contained in the title deeds or prior title deeds of the property and such conditions imposed by any competent authority.
- 4.2 If the property has been erroneously described herein, such mistake or error shall not be binding upon the parties but the correct description as intended by the parties shall apply and they shall effect rectification of this contract accordingly.

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***Purchaser specifically acknowledges this clause***

#### **5. TRANSFER**

- 5.1 Transfer shall be effected by the conveyancer as soon as possible after the signing of this agreement and the fulfilment of the suspensive conditions.
- 5.2 The Purchaser must sign the transfer documents and return same to the conveyancer within 7 (seven) days of being called upon to do so.
- 5.3 The Seller shall pay all costs of transfer.



## 6. VOETSTOOTS, EXTENT AND TITLE CONDITIONS

- 6.1 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 in respect of the boundaries of the property.
- 6.2 The property will be situated approximately as shown on the plan annexed hereto and has been marked out on the site and has either been pointed out to the Purchaser or its agent by or on behalf of the Seller or has been identified to the Purchaser or its agent on the said plan.
- 6.3 The Purchaser has inspected the plan and declares himself/herself to be fully acquainted with all relevant particulars relating to the property as shown on the said plan as well as the situation, extent and soil condition thereof.

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***Purchaser specifically acknowledges this clause***

## 7. WARRANTIES

- 7.1 The Purchaser acknowledges that the Seller has made no representations and given no warranties in respect of the property or in respect of anything relating thereto, whether express or implied, not expressly contained herein, and he/she has not been influenced by any representation made by or on behalf of the Seller to enter into this Deed of Sale, save as set out herein.
- 7.2 Subject to clause 7.1, the property is sold voetstoots to the extent as it now lies and the Purchaser shall not have any claim of any nature against the Seller for any loss, damage or injury which the Purchaser, or their family, agents and/or invitees may directly or indirectly suffer by reason of any latent or patent defects in the property or by reason of the property and/or the unit.

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***Purchaser specifically acknowledges this clause***

## 8. BREACH BY PURCHASER

- 8.1 If the Purchaser commits a breach of this agreement and/or fails to comply with any of the provisions hereof, then the Seller shall be entitled to give the Purchaser not less than 7 (seven) days' notice in writing to remedy such breach and/or failure and if the Purchaser fails to comply with such notice, then the Seller shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which the Seller may have in law, including the right to claim damages:
- 8.1.1 To cancel this agreement (in which event the Purchaser shall forfeit all monies paid to the Seller or its attorneys or agent/s in terms of this agreement and all interest thereon); and/or
- 8.1.2 To claim immediate performance and/or payment of all the Purchaser's obligations in terms of this agreement; and/or
- 8.1.3 To recover from the Purchaser all or any brokerage payable or paid by the Seller in respect of this transaction.
- 8.2 Should the Seller take steps against the Purchaser pursuant to a breach of this agreement by the Purchaser, then without prejudice to any other rights which the Seller may have, the Seller shall be entitled to recover from the Purchaser all legal costs incurred by it including attorney/client charges, tracing fees and such collection commission as the Seller is obliged to pay to its attorneys.
- 8.3 Should transfer be delayed by the Purchaser for whatever reason and/or the Purchaser fail to deliver guarantees and/or meet any other financial obligation in this Agreement within 7 (SEVEN) days of being called upon to pay, then the Purchaser shall pay to the Seller interest on the full purchase price and/or any amount due for payment at the prime overdraft rate plus 5% (FIVE PERCENT) charged by the Seller's bankers from time to time calculated from the date that the Seller's attorneys (acting as experts) certify in writing that in their opinion the transfer ought reasonably to have been registered, but for such delay. In the event of non-fulfilment of a financial obligation or failure to deliver a guarantee such penalty interest shall accrue from the due date for delivery of the guarantee/payment up until the actual date of delivery of the guarantee/payment

or the date upon which the Purchaser has complied with all of the Purchasers obligations relating to transfer (whichever is the later). The penalty interest shall be paid by the Purchaser to the Seller prior to transfer of the property.

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***Purchaser specifically acknowledges this clause***

**9. PURCHASE ON BEHALF OF A COMPANY / CLOSE CORPORATION / TRUST / OTHER LEGAL ENTITY**

9.1 Should the Purchaser act as representative of a Company/Close Corporation, Trust or any other juristic person formed or to be formed, (hereinafter referred to as "the legal entity"), the Purchaser undertakes to register the legal entity within 30 (thirty) days after this agreement has been signed, to inform the Seller of the information of the legal entity and to deliver the notice and ratification and proof thereof to the attorneys, within 60 (sixty) days after this agreement has been signed.

9.2 In the event of a legal entity –

9.2.1 not registering in time; or

9.2.2 failing to ratify this transaction; or

9.2.3 failing to honor the obligations and terms of the contract for whichever reasons; or

9.2.4 failing to furnish proof of ratification to the Seller's attorneys within the set period,

the Purchaser agrees that he/she (the signatory hereto as "Purchaser") shall personally be responsible and shall be obliged to honour the obligations in terms of this agreement and to take transfer of the Property in his / her name.

9.3 The person who signs the agreement as the Purchaser binds himself as surety and co-principal debtor to a legal entity that is to be established or has already been established for timeous compliance with all responsibilities in accordance with this agreement and hereby renounces all the exceptions.

## 10. HOME OWNERS' ASSOCIATION

- 10.1 It is recorded that a home owners' association is being established for the benefit of all owners of property in the development and to control and maintain roads, services and amenities within the development.
- 10.2 The Purchaser shall become a member of the home owners' association against transfer of the property and agrees to remain a member for as long as the Purchaser is the registered owner thereof.
- 10.3 The Purchaser confirms that he/she has been furnished with copies of the memorandum and articles of association and rules of the home owners' association, the design manual, and the architectural guidelines and has acquainted himself/herself with the provisions thereof.
- 10.4 The Purchaser acknowledges furthermore that he/she is aware of the following provisions and hereby agrees to be bound thereby.
- 10.4.1 In terms of the articles of association and the rules of the home owners' association, there are standards and guidelines for the design of buildings and no person shall be entitled to construct any building or other structure on the property until the plans and specifications relating thereto have been approved in terms of the articles of association; and
- 10.4.2 In terms of the articles of association of the home owners' association the members of the association are required to pay levies to meet the expenses of the association, including the costs of maintaining the services and other amenities within the township.
- 10.4.3 In terms of the articles of association of the home owner's association the Seller must consent to any resale of the property.
- 10.5 It is a term of this agreement that a title deed condition shall be registered against the property in terms of which the property shall not be transferred without the written consent of the home owner's association in accordance with the provisions of its articles of association and that all successors in title shall be bound to the constitution of the home owner's association.

## 11. DOMICILIA AND NOTICES

11.1 For the purposes of this agreement, including the giving of notices and the serving of legal process, the parties choose *domicilium citandi et executandi* ('*domicilium*') as follows:

11.1.1 The Seller: as contained in the schedule of information; and

11.1.2 The Purchaser: as contained in the schedule of information.

11.2 A party may at any time change his/her *domicilium* by notice in writing, provided that the new *domicilium* is in the Republic of South Africa and consists of, or includes a physical address at which process can be served or notices given.

11.3 All notices shall be in writing and sent by prepaid registered post, email or delivered by hand or faxed, together with proof thereof, to the *domicilium* chosen by the party concerned and shall, if posted, be deemed to have been duly delivered 7 (seven) days after the day on which such notice was posted.

## 12. FICA AND POCA

The Purchaser recognises that:

12.1 The Attorney is an 'accounting institution' under the Financial Intelligence Centre Nr. 38 of 2001 ("FICA");

12.2 Certain duties will rest on the Attorney in terms of FICA and the Law on the Prevention of Organised Crime Act No. 21 of 1998 ("Poca") and the regulations promulgated thereunder.

12.3 The attorney will not pay any deposits or any other fees, invested and administered or paid out by the Purchaser in terms of this Agreement, unless the Purchaser and Seller provide the Attorney with the documents he requires in terms of FICA and therefore the Purchaser undertakes to comply with all requirements and to provide all information and documents as needed by the Attorney to permit him to fulfil his obligations in terms of FICA and Poca and the Regulations promulgated thereunder.

### **13. JURISDICTION**

For the purposes of the proceedings arising from this agreement, the parties hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction over the person of the defendant in terms of section 28 of the Magistrate's Court Act of 1944, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the Court pursuant to section 45 of the Magistrate's Court Act of 1944, or any amendment thereof, provided that the Seller shall have the right at its sole option and discretion to institute proceedings in any other competent Court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.

### **14. JOINT AND SEVERAL LIABILITY**

Should there be more than one Purchaser, the Purchasers shall be liable jointly and severally and *in solidum* for the payment of all monies hereunder and for the carrying out of all the terms of this Deed of Sale.

### **15. GENERAL**

- 15.1 This agreement constitutes the whole agreement between the parties.
- 15.2 No variation of this agreement will influence the terms of this agreement, unless such variations are put in writing and signed by both parties.
- 15.3 The parties acknowledge that they have not been pursued to sign this agreement by any promises, presentations or guarantees of any sort.
- 15.4 The Purchaser will not be entitled to sell his/her property prior to registration of transfer, without the written consent of the Seller.
- 15.5 This agreement is subject to the Seller declaring the development economically viable within a reasonable time.

## **16. CONCESSIONS**

No extension of time, allowances or concessions allowed and no temporary variation of the terms of this Deed of Sale for any party will be regarded as a waiver of his/her rights hereunder. The Seller may furthermore at any time and without prior notice expect the Purchaser to strictly and timeously comply with each and every term and condition.

## **17. CONSTRUCTION OF THE UNIT**

17.1 The Seller undertakes to build the unit upon the property in compliance with national building regulations, other relevant statutory requirements relating to building works and substantially in accordance with the under mentioned annexures, subject to the remaining provisions of this clause 17;

17.1.1 Site layout and development plan contained in Annexure 1;

17.1.2 Unit layout plan contained in Annexure 2; and

17.1.3 Schedule of finishes and specifications contained in annexure 3.

17.2 The Seller shall commence the erection of the unit within a reasonable time of the plan having been finally approved by the local authority, and provided the Purchaser has complied with its obligations in terms of clause 2. The Seller undertakes to submit building plans for approval to the local authority as soon as reasonably possible. The Seller shall diligently proceed with the construction of the unit as per the official building program, and endeavor to complete the unit within a reasonable time thereafter.

17.3 The Seller shall be entitled to substitute items with a similar standard for any specified item referred to in the schedule of finishes.

17.4 The Seller shall be entitled to vary the plans of the unit for any reason considered reasonably necessary by the Seller, but so that the Purchaser's rights will not be materially prejudiced or affected thereby.

17.5 Any building materials used will be of a standard quality and type freely available locally; nomination by product and/or colour is merely for identification purposes and the Seller may, at his/her own choice and discretion, use other products, types of manufacturers or colours provided that if alternative materials are used,

they shall be of at least a similar quality. The Seller shall endeavour, but shall not be obliged, to advise the Purchaser should any alternative materials be used.

17.6 The unit shall be regarded as complete upon the date that the unit is sufficiently completed for beneficial occupation as certified by the architect whose decision as to that date shall be final and binding upon the parties.

17.7 The Seller shall :

17.7.1 Within 60 (sixty) days, remedy any patent defects in the unit which manifest themselves within 14 (fourteen) days after the completion date, provided that the Purchaser notifies the Seller in writing within the said period of 7 (seven) days of any such defects, failing which the Purchaser shall be deemed to have accepted the unit in the condition in which same were at the completion date; and

17.7.2 Remedy any material latent defect in the unit due to faulty workmanship or materials, manifesting itself within 60 (sixty) days of the completion date, provided that the Purchaser notifies the Seller in writing within the said period of 60 (sixty) days. For the purposes of this sub-clause, the expression 'material defect' means those defects, the existence of which are recorded in writing as requiring to be remedied or repaired by the architect. The architect shall determine whether such defects recorded in writing are 'material defects' and his/her decision shall be final and binding upon the parties. The architect shall be the final arbitrator as to whether the Seller has complied with his/her obligations in terms of this or the preceding clause 17.7.1.

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***Purchaser specifically acknowledges above clause***

17.8 Should any dispute arise between the Seller and the Purchaser as to whether the unit is complete in terms of clause 17.6 and/or the correctness of the architect's completion certificate issued in terms thereof, either party may refer the dispute to arbitration as follows :

17.8.1 He/she must advise the other party of his/her intention in writing;



- 17.8.2 The arbitrator shall be a registered architect decided upon by the parties within 7 (seven) days of the date of the notice referred to in clause 17.8.1 and failing such decision, the arbitrator shall be appointed by the chairman for the time being of the Institute of Architects (Cape);
- 17.8.3 An inspection of the building work will be attended by the arbitrator and both parties within 7 (seven) days of his/her appointment at which time the parties will present their cases by way of a written memoranda supplemented by oral evidence should the arbitrator so desire;
- 17.8.4 No legal representation or cross examination will be allowed;
- 17.8.5 The arbitrator will within 14 (fourteen) days after the inspection make his/her decision known to the parties;
- 17.8.6 The cost of the arbitration shall be borne by the Purchaser; and
- 17.8.7 The parties irrevocably agree that the decision of the arbitrator shall be final and binding on each of them and can be made an order of court to whose jurisdiction the parties are subject.

## **18. AGENT'S COMMISSION**

- 18.1 The parties record that the agent specified in clause 7 of the schedule of information was the effective cause of this transaction.
- 18.2 The Seller shall pay the agents commission in the amount of R50 000,00 (FIFTY THOUSAND RAND) VAT inclusive, on date of registration of the transfer of each erven into the name of the purchaser.
- 18.3 The Purchaser warrants and undertakes to the Seller that the Purchaser has not been introduced to the Seller, or to the property by any third party entitled to commission other than the agent specified in clause 7 of the schedule of information and indemnifies the Seller against any claim that may be instituted by any agent claiming that he/she introduced the property and is the effective cause of the sale.

**19. MORTGAGE BOND (IF APPLICABLE)**

- 19.1 This agreement is subject to the Purchaser obtaining an approved loan from a bank or other recognised financial institution for not less than the amount (if any) stated in clause 6 of the schedule of information, or any lesser amount acceptable to the Purchaser, upon the security of a first mortgage bond to be registered against the property.
- 19.2 The Purchaser shall use its best endeavours to obtain such loan as soon as is reasonably possible after signature of this agreement by the Seller.
- 19.3 In the event of such loan not being approved in principal within 30 (thirty) days after signature of this agreement by the Seller then this agreement shall become of no force or effect in which event the Seller shall refund to the Purchaser the amounts paid in terms of clause 2 above together with accrued interest thereon, The Seller shall have the right to extend the 30 (thirty) day period for a further reasonable time, in the Sellers sole discretion.
- 19.4 A quotation from a financial institution or the Seller, confirming that the bond is granted in principal, shall suffice for fulfilment of this suspensive condition. Should the Purchaser fail to furnish the Conveyancers with a quotation from a financial institution that the bond was not granted, this suppressive condition shall be deemed to be fulfilled, alternatively the transaction shall be deemed not to be subject to the Purchaser obtaining bond finance.
- 19.5 Should the Purchaser fail to apply for a bond the Seller shall be entitled to appoint a bank or a bond originator for the purposes of granting loan finance to the Purchaser for the purchase of the property in which event the Seller or its agent is hereby irrevocably authorised and empowered to apply to the bank so appointed for the required loan on behalf of the Purchaser. The Purchaser shall be obliged to furnish the information normally requested by banks to the bank so appointed in order to assess the granting of the required loan. If the Purchaser is a company, close corporation, trust or married woman, and the loan is granted subject to the condition that the directors, shareholders, members, trustees and/or spouse as the case may be, shall bind themselves as sureties and co-

principal debtors with the Purchaser, the Purchaser undertakes to procure the signatures of such people. Should the Seller so arrange such loan finance, the provisions of clause 18.1 shall be deemed to have been fulfilled and the Purchaser shall be obliged to sign all bond and other documentation to give effect thereto and to pay all costs and charges relating to the registration of a first mortgage bond over the property.

## **20. ARBITRATION**

- 20.1 If any dispute, difference or question arises at any time between the parties out of or in regard to any matters arising out of, or the rights and duties of any of the parties, or the interpretation of, or termination of, or any matter arising out of the termination of, or the rectification of this agreement, or any other matter, such dispute shall be submitted to and decided by arbitration on notice in writing given by either party to the other of them in terms of this clause.
- 20.2 Such arbitration shall be held in Mossel Bay in accordance with the provisions of the Arbitration Act, No. 42 of 1965 (as amended or replaced from time to time) save that the arbitration shall be informal and the arbitrator shall have the absolute discretion to determine the procedure to be adopted, it being the intention that the arbitration shall be held and concluded without delay.
- 20.3 The arbitrator shall be such independent and suitably qualified person as may be agreed upon between the parties in writing, and failing such agreement, the arbitrator shall be appointed by the President for the time being of the Law Society of the Cape of Good Hope or its successor/s at the request of either party.
- 20.4 This clause 20 is severable from the rest of this agreement and shall remain in force notwithstanding the termination of this agreement for whatever reason.

## **21. ACKNOWLEDGEMENT**

The Purchaser by his/her signature hereto acknowledge he/she has read the Deed of Sale and Annexures hereto and is satisfied with the contents thereof.

SIGNED at this day of

AS WITNESSES:

1. ....

2. ....

.....  
for and on behalf of  
NAC PROPERTY DEVELOPERS  
(PTY) LTD  
Per director, duly authorised

SIGNED at this day of

AS WITNESSES:

1. ....

2. ....

.....  
1. PURCHASER or duly  
authorised representative who  
warrants that he/she is duly  
authorised

.....  
2. PURCHASER or duly  
authorised representative who  
warrants that he/she is duly  
authorised