

**AGREEMENT OF PURCHASE AND SALE**  
**entered into by and between:**

**LEZMIN 3502 CC**  
**CK: 2004/114319/23**

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(together with its successors in title and assigns  
referred to as the Seller)

and

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(together with his heirs, executors, administrators  
and assigns, referred to as the Purchaser)

The Purchaser hereby offers to purchase from the Seller who hereby agrees to sell to the Purchaser the Sectional Title Unit being:

- a] Section No. \_\_\_\_\_ in extent \_\_\_\_\_ Square Metres, in the buildings known as \_\_\_\_\_ as shown and more fully described on Sectional Plan No. \_\_\_\_\_ ;
- Section No. \_\_\_\_\_ in extent \_\_\_\_\_ Square Metres, in the buildings known as \_\_\_\_\_ as shown and more fully described on Sectional Plan No. \_\_\_\_\_ .
- b] An undivided share in the common property of the land and buildings as shown and more fully described on the said Sectional Plan apportioned to the said Section, in accordance with the participation quota of the Section as specified on the schedule annexed to the Sectional Plan.
- c] The right and privilege to the exclusive use and occupation, free from the payment of rent of any specified portions of the common property specifically allocated to the said Section by virtue of the Amended Rules or in terms of a Notarial Deed of Cession held

by the Seller, as the case may be:

upon the following terms and conditions, namely:

1. **PURCHASE PRICE**

The purchase price of the property shall be the sum of R \_\_\_\_\_  
( \_\_\_\_\_ Rand)

2. **METHOD OF PAYMENT**

The purchase price shall be payable as follows:

- 2.1 Deposit R in terms of Clause 2.4 below
- 2.2 Loan R in terms of Clause 2.5 below
- 2.3 Balance R in terms of Clause 2.6/20 below  
\_\_\_\_\_  
R  
\_\_\_\_\_

2.4 The deposit referred to in Clause 2.1 is to be lodged with the Conveyancers on or before \_\_\_\_\_. The Conveyancers shall deposit this sum in an interest bearing trust account pending registration of transfer or cancellation in terms of Clause 8, as the case may be. The interest which accrues thereon shall be for the benefit of the Purchaser. **The Purchaser acknowledges that the deposit cannot be invested by the Conveyancers and no interest will accrue until the Purchaser provides the Conveyancer with documents and an investment mandate in compliance with FICA requirements.**

2.5 The amount referred to in Clause 2.2 shall be paid to the Seller upon registration of transfer and shall be provided by the raising of a bank loan on the security of the property hereby sold. This entire agreement is subject to the condition that the Purchaser is able to arrange a loan of R \_\_\_\_\_ in principle at the prevailing bank interest rate and on usual bank terms and conditions, within \_\_\_\_\_ days of signature hereof. The Purchaser agrees and undertakes to take all steps and sign all documents reasonably necessary to give effect to this clause.

2.5.1 Should a quotation as referred to in Section 92 of the National Credit Act not

be provided within the period referred to in clause 2.5 above, this agreement shall automatically fail and be of no further force or effect whatsoever.

- 2.5.2 The condition contained in Clause 2.5 has been inserted for the benefit of the Purchaser and can be waived by him provided that such waiver is contained in writing and lodged with the Agents before the date referred to above.
  - 2.5.3 The Purchaser undertakes to lodge with the Conveyancers, bank guarantees for payment of the sum referred to in Clause 2.2 within 30 (Thirty) days of allocation of the loan and, within the same period, to take all such steps as may be necessary to enable the attorneys attending to the registration of the bond, to lodge their documents in the Deeds Office.
  - 2.5.4 A Quotation referred to in Section 92 of the National Credit Act which contains a condition requiring the cancellation of a mortgage bond registered over another property or the sale of another property, shall not be regarded as a quotation as referred to in Clause 2.5.1.
  - 2.5.5 The Purchaser warrants that he is aware of the financial requirements of the bank relating to the mortgage bond that is to be applied for, and undertakes to the best of his ability immediately to provide upon request by the relevant bank concerned, all information and other documentation which may be required by it in order to approve his loan application.
  - 2.5.6 The Purchaser warrants that there is no existing judgment noted against his name which would preclude any financial institution from approving his loan application.
- 2.6 The balance referred to in Clause 2.3 shall be payable in cash against registration of transfer and shall be secured by such guarantee or guarantees as the Seller may require, which guarantee/s shall be lodged with the Conveyancers within 30 days of the Conveyancer's request therefor.

### **3. TRANSFER AND TRANSFER COSTS**

- 3.1 Registration of transfer shall be effected by the Seller's Conveyancers, namely Lester Hall, Fletcher Inc.
- 3.2 All conveyancing fees and disbursements incidental to the preparation and registration of transfer to and bonds by the Purchaser shall be paid by the Purchaser to the Conveyancers upon request.
- 3.3 The Purchaser acknowledges that he is aware that in order for the sale to proceed a tax clearance is required from SARS. The Purchaser warrants that all income tax and

all VAT obligations are current and undertakes to the best of his ability immediately to provide upon request by SARS, all information, other documentation which may be required by them in order to enable them to issue a tax clearance certificate.

3.4 The Purchaser acknowledges that :

3.4.1 a valid query by SARS regarding the Purchaser's tax affairs; or

3.4.2 failure to comply with the request by the Conveyancers to furnish information or documentation required by him or to sign conveyancing documents, or to pay transfer, bond costs and disbursements upon request;

shall constitute a breach by the Purchaser of his obligations and shall entitle the Seller to give notice in terms of Clause 8 hereof.

3.5 The Purchaser shall not be entitled to transfer of the property until the whole of the purchase price, costs, interest and other charges have been paid or secured to the Conveyancers' satisfaction.

3.6 Upon registration of transfer, an adjustment in respect of the parties' liability in respect of occupational rental, levies and other charges relating to the property, shall be made by the Conveyancers.

#### 4. **MORA INTEREST**

In the event of there being a delay in connection with the registration of transfer for which either party is responsible, the party delaying shall compensate the other party by way of an interest payment on the purchase price calculated at a rate of \_\_\_\_\_% per annum reckoned from the date upon which the party delaying receives written notice from the other party or their Conveyancer as being in mora, to the date upon which the delaying party ceases to be in mora. The delaying party shall be obliged to secure payment of such sums to the satisfaction of the Conveyancers before registration of transfer. The Certificate signed by the Conveyancers confirming the amount of such interest shall be conclusive proof of the amount owing by the defaulting party to the other party.

#### 5. **POSSESSION AND OCCUPATION**

5.1 Vacant occupation and possession of the property shall be given by the Seller to the Purchaser on \_\_\_\_\_.

5.2 All risks in and to the property shall pass to the Purchaser on the date of transfer, from which date the Purchaser shall be liable for all levies and other outgoings in respect of

the property and shall likewise be entitled to all income and other benefits therefrom.

- 5.3 The Purchaser shall pay to the Seller occupational interest from the date mentioned in Clause 5.1 to the date of registration of transfer, both days inclusive, in an amount of R\_\_\_\_\_ per month, payable monthly in advance on the first business day of each and every month. In the event of transfer being registered during the course of a month in respect of which the full occupational rental has been paid, the Purchaser shall be entitled to a pro rata refund of such resultant overpayment. The Purchaser shall be obliged to vacate the property upon cancellation of the sale for any reason whatsoever, it being agreed that no tenancy was or shall be created by any such prior occupation.
- 5.4 Should the Seller remain in occupation after the occupation date, or should the property be registered in the name of the Purchaser prior to the date of occupation, the Seller shall be similarly liable to the Purchaser for occupational interest, and the provisions of Clause 5.3 shall, *mutatis mutandis*, apply.
6. **AGENT'S COMMISSION** (delete if not applicable)
- 6.1 The Seller shall pay to the Agents, \_\_\_\_\_, a commission of \_\_\_\_\_ % (\_\_\_\_\_ percent) exclusive of Value Added Tax thereon, which commission shall be deemed to have been earned upon the signature of this agreement by both parties, and the subsequent fulfilment of any suspensive conditions contained herein.
- 6.2 The parties agree that if a deposit in terms of Clause 2.1 has been made, then upon registration of transfer, or upon cancellation, whether under Clause 8 below, or on any other basis, the Agents shall be entitled to receive payment of their commission based on the full purchase price directly out of such deposit as a first charge.
- 6.3 Should the sale be cancelled or transfer not proceed as a result of any failure by the Purchaser to carry out the Purchaser's obligations herein, then the Purchaser shall be liable to the Agents for payment of the commission.
- 6.4 Should the sale be cancelled or transfer not proceed as a result of any failure by the Seller to carry out the Seller's obligations herein, then the Seller shall be liable to the Agents for payment of the commission.
- 6.5 If there is no deposit payable in terms of Clause 2.1 or in the event of such deposit being insufficient to cover the Agent's commission, the seller irrevocably authorises and instructs the Conveyancers to make payment of the Agent's commission or the balance thereof, as the case may be, to the Agents from the proceeds of the sale upon registration of transfer.

6.6 The provisions of this clause as well as certain other provisions in the agreement, are intended by the Seller and the Purchaser to be a contract for the benefit of the Agents, which may be enforced by the Agents, it being recorded and agreed that the Agents have accepted the benefits hereof by their signature at the foot of this agreement.

6.7 The Purchaser hereby warrants that the Agents who introduced him to the property are Smiths Property Group and hereby indemnifies the Seller from and against any claim which may be made by any other Agent in respect of any commission arising out of the sale of the property, and which such other Agent claims to have actually introduced the Purchaser to the property and/or the Seller.

6. **AGENT'S COMMISSION** (delete if not applicable)

The parties record that this agreement was negotiated privately and no agent's commission is payable. The Purchaser warrants that he was not introduced to the Seller or to the property by an estate agent.

7. **PROPERTY SOLD VOETSTOOTS ('AS IT STANDS')**

7.1 Subject to the provisions of the CPA, the property is purchased voetstoots, absolutely as it stands and without any warranties, express or implied. The Purchaser is deemed to have made himself acquainted with the property, its nature, condition, extent, beacons, locality and subject to all defects, whether latent or patent, and all servitudes and condition to which the property may be subject whether contained in the Title Deeds or otherwise, the Seller and/or the Agents being entirely free from all liability in respect thereof.

7.2 Attached hereto is a defects declaration prepared by the Seller stipulating any known defects in the property which shall form part of this agreement and be annexed hereto marked "A".

7.3 The terms on which the property is let have been disclosed to the Purchaser, that he is fully aware of the position relating to existing tenancies and that he has been informed of the tenants' statutory rights.

8. **BREACH**

8.1 Should either party commit any material breach of the provisions of this agreement and remain in breach for a period of 7 (Seven) days from the date of written notice given to the defaulting party by the other party or on the other party's behalf, calling upon the defaulting party to remedy such breach, the other party shall be entitled without prejudice to any other rights which may exist in law, to claim specific performance of all

the defaulting party's obligations whether or not same are then due for performance, or cancel this agreement by written notice to the other party.

- 8.2 In the event of the Seller cancelling this agreement as aforesaid, the Seller shall be entitled to retake possession of the property and any and all improvements made to the property shall become the property of the Seller without compensation to the Purchaser, and any payment made on account of the purchase price and/or interest shall be forfeited by the Purchaser to the Seller as a penalty or as a genuine pre-estimate of liquidated damages, without prejudice to the Seller's rights to recover any damages howsoever incurred as a result of such cancellation.
- 8.3 In the event of either party being obliged to instruct Attorneys to give notice to the defaulting party as a result of any breach of this agreement by the defaulting party, the defaulting party shall be responsible for all such legal costs thereby incurred on an attorney and own client basis, including (if applicable) collection commission and tracing agents fees.
- 8.4 For the purposes of proceedings arising out of this agreement the parties hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction over them, but the Seller shall not be precluded from instituting proceedings in any other competent Court.

## 9. ALTERATIONS AND IMPROVEMENTS

- 9.1 Pending transfer, the Purchaser shall not, without the prior written consent of the Seller:
- 9.1.1 remove, destroy or cut down any shrubs, hedges, creepers or trees;
- 9.1.2 resell the property or cede, assign or transfer any of the Purchaser's rights in terms of this agreement, provided that the Seller shall not unreasonably withhold his consent if the new Purchaser makes satisfactory arrangements for the payment of the balance of the purchase price, and signs any documents containing the same undertaking and conditions as herein set out insofar as they are applicable;
- 9.1.3 let or otherwise part with occupation of the property, except on the express condition that any such letting and/or parting with occupation shall in no way release the Purchaser from any of the Purchaser's obligations to the Seller hereunder, or in terms of the Management and Conduct Rules that may be enforceable from time to time.
- 9.2 If occupation of the property is given to the Purchaser prior to registration of transfer,

the Purchaser shall not be entitled to make any alterations or additions to the property before the date of registration of transfer. The Purchaser shall be obliged in the event of the cancellation or failure of this agreement for any reason, to forthwith vacate the property and restore it to the Seller in the same condition as when the Purchaser took occupation, it being acknowledged that no tenancy shall be created by the Purchaser taking occupation prior to registration of transfer and the Purchaser shall have no claims whatsoever against the Seller arising out of any alterations or additions made to the property by the Purchaser.

**10. DOMICILIA (ADDRESS AT WHICH NOTICE CAN BE GIVEN)**

10.1 The parties choose *domicilium citandi et executandi (domicilium)* for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for all other purposes arising from this agreement as follows :-

10.1.1 **The Seller**, c/o Lester Hall, Fletcher Inc.

Physical Address: 44 Old Main Road, Kloof, 3610

Postal Address: Private Bag X7016, Hillcrest, 3650

Email: [saf@lesterhall.co.za](mailto:saf@lesterhall.co.za)

10.1.2 **The Purchaser:**

Physical Address:

Postal Address:

Email:

10.2 The parties shall be entitled from time to time by written notice to the other of them, to vary its *domicilium* to any other address within the Republic of South Africa which is not a post office box or post restante.

10.3 Any notice given and any payment made by any party to any other (addressee) which is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* for the time being, shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at time of delivery.

10.4 Any notice sent by prepaid post shall be deemed to have been received, unless the contrary is proved by the addressee, on the 4<sup>th</sup> (Fourth) business day after posting.



10.5 Any notice given by any party to any other which is transmitted by email to the addressee at the addressee's e-mail address shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the 1<sup>st</sup> (First) business day after the date of successful transmission thereof.

10.6 Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent or delivered at such party's chosen address.

**11. FIXTURES AND FITTINGS**

The Property is sold together with all fixtures and fittings of a permanent nature in or attached to the property including stove, electric light fittings, fitted carpets, door keys and remotes, fitted blinds, pumps , planted trees and shrubs, TV aerial, satellite dish, gas bottles, bathroom mirrors, and automatic pool cleaning equipment unless otherwise stipulated, and in addition:

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which the Seller warrants have been fully paid for and are sold voetstoots.

**12. ENTOMOLOGIST'S CERTIFICATE**

Notwithstanding the provisions of Clause 7, the Seller shall procure prior to transfer, at his expense, a report or certificate issued by a properly qualified and government approved person to the effect that there is no evidence of timber-destroying insects, or creatures of any damage in respect of the buildings upon the property caused thereby.

Should there be evidence of any such infestation, the Seller shall, at his expense, cause such infestation to be eradicated within 21 (Twenty One) days of being advised thereof, to enable such a report or certificate to be issued.

**13. ELECTRICAL COMPLIANCE CERTIFICATE**

The Seller hereby undertakes to furnish the Purchaser, prior to occupation by the Purchaser, or transfer, whichever is earlier, with a valid Certificate of Compliance, and an Electrical Fence System Certificate of Compliance, if applicable, in terms of the Electrical Installation Regulations of 2009 under the Machinery and Occupational Health and Safety Act (No. 6 of 1983, as amended). The Seller warrants that, as at date of occupation or transfer, whichever is earlier; there will have been no addition or alteration to the electrical installation on the Property subsequent to the issue of

such certificate. All costs incurred in obtaining such a certificate, including costs of any repairs or replacements required in order for the certificate to be issued, shall be at the Seller's sole cost and expense. Upon the Seller furnishing the Purchaser with such a certificate, the Purchaser shall have no claim whatsoever against the Seller in respect of the electrical installation on the property. Should the Seller fail to furnish the Certificate/s as required, the Purchaser or agent shall be entitled to obtain same and the Seller hereby irrevocably authorises and instructs the Conveyancing Attorney to reimburse the Purchaser or Agent by deducting the costs thereof from the net proceeds of the sale.

**14. GAS INSTALLATION CERTIFICATE OF CONFORMITY (Delete if not applicable)**

14.1 The Seller shall at the Seller's own expense, procure a certificate of conformity confirming that any gas installations on the property, whether indoors or outdoors, comply with Regulation 17(3) of the Pressure Equipment Regulations as published in Government No. 32395 under Government Notice R734 of 15 July 2009. The Seller shall ensure that such certificate is lodged with the Conveyancers prior to the date of occupation or registration of transfer, whichever occurs first.

14.2 The parties agree that the Certificate of Conformity certifies that any gas installation on the property complies with the safety standards as determined by the relevant legislation and is not to be regarded as a general guarantee covering all aspects of any gas installation present on the property. The Purchaser shall have no further claims against the seller with regard to any gas installation on the property.

**15. RATES CLEARANCE CERTIFICATE**

15.1 The Seller shall from date of signature hereof do all things necessary to facilitate the obtaining of a Rates Clearance Certificate, including attending on the relevant Municipality to ensure that all additions to the property (including those additions that may have been carried out by previous owners) have been approved and passed. In the event that there are additions which have not been approved, the Seller shall bear all costs associated with the drawing, submission, approval and passing of plans by the Municipality.

15.2 The Seller hereby indemnifies the Purchaser against any liability for local authority/electricity debts incurred prior to registration of transfer. Should a claim for such a debt arise after registration of transfer, the Seller hereby undertakes to pay this debt on demand to the Purchaser.

**16. ALIEN AND INVASIVE SPECIES**

16.1 The Seller hereby records that to the Seller's best knowledge and belief there are no Listed Invasive Species mentioned in terms of the Regulations to the National

Environmental Management: Biodiversity Act 10 of 2004 upon the Property. It is however recorded that as the Seller is not sufficiently qualified to identify such Species that the Purchaser accepts the risk inherent in purchasing the Property with any Listed Invasive Species which might be thereon.

- 16.2 The purchaser acknowledges that he has acquainted himself with the extent and nature of the property and accepts the property as such, including the vegetation on the property.

17. **PURCHASER'S ACKNOWLEDGEMENTS**

The Purchaser acknowledges that the Purchaser will be bound in relation to the occupancy of the property, and in relation to the use of recreational facilities and the common property, by the Management and Conduct Rules applicable to the Sectional Title Scheme. The Purchaser acknowledges that he has perused the said Rules and has fully acquainted himself with the contents thereof. Any breach by the Purchaser of the Rules prior to registration of transfer, shall constitute a breach of this entire agreement in which event the Seller may avail himself of the provisions of Clause 8 hereof.

18. **GENERAL**

- 18.1 The parties hereto acknowledge that the Agreement of Sale concluded between the Seller and the Purchaser in the event of the acceptance hereof by the Seller, constitutes the entire agreement between them and that no other conditions, stipulations, warranties or representations whatsoever have been made, either by either party or that party's agent, other than are specifically included herein. No alteration or amendment to this agreement shall be binding unless reduced to writing and signed by the parties.

- 18.2 Any extension or extensions of time granted for the making of any payments or other indulgences or concessions granted by the Seller, shall not prejudice any rights of the Seller under this agreement.

19. **COOLING OFF PERIOD**

The attention of the parties is drawn to the provisions of Section 29A of The Alienation of Land Act No. 68 of 1981 (as amended) in terms of which it is provided that, inter alia, where:

The Purchaser is a natural person

The property is not agricultural land which is used or intended to be used mainly for

commercial farming purposes

The purchase price does not exceed the sum of R250 000, 00

The property is used or intended to be used mainly for residential purposes

the Purchaser (or an agent acting on the Purchaser's written authority) may revoke the Purchaser's offer or terminate this agreement within 5 (Five) days after the date of the Purchaser's signature hereto by written notice delivered to the Seller within that period.

**20. SALE OF PURCHASER'S PROPERTY (Delete if not applicable)**

20.1 It is recorded that the Purchaser is the owner of a certain property situate at:

\_\_\_\_\_  
("the Second Property", which is to be sold to a third party. The Seller acknowledges that the Purchaser requires the proceeds of the sale by him of the Second Property in order to meet his commitments under this agreement.

20.2 Purchase Price to come from the sale of the Purchaser's property conclusively sold

The Purchaser warrants that he has sold his existing property which sale is not subject to any suspensive conditions.

OR

20.2 Purchase Price to come from the conditional sale of the Purchaser's property already sold

The Purchaser warrants that he has sold his existing property subject however to certain suspensive conditions which shall be required to be fulfilled within \_\_\_\_ (\_\_\_\_\_) days after the date of signature of this Agreement by the Purchaser. If the sale of the Purchaser's existing property is dependent on prior transfers, then the suspensive conditions relating to the sale of the Purchaser's existing property shall only be deemed to have been fulfilled when such prior transfers have been registered.

OR

20.2 Sale subject to the Sale of the Purchaser's Property

This sale is conditional upon the sale of the Purchaser's property which the Purchaser undertakes to actively market and to ensure the fulfilment of all

suspensive conditions contained in that sale agreement within \_\_\_\_ (\_\_\_\_\_) days after the date of signature by the Purchaser of this Agreement. If the sale of the Purchaser's existing property is dependent on prior transfers, then the suspensive conditions relating to the sale of the Purchaser's existing property shall only be deemed to have been fulfilled when such prior transfers have been registered.

- 20.3 It is recorded that the suspensive condition contained in clause 20.2 has been inserted for the benefit of the Purchaser.
- 20.4 The Purchaser may elect to waive compliance with this suspensive condition by giving written notice to the Seller within the time period afforded to the Purchaser as referred to above.
- 20.5 Upon delivery of such notice of waiver, the suspensive condition shall be deemed to have been fulfilled and this Agreement shall be of full force and effect.
- 20.6 This Agreement is also subject to the Purchaser's conveyancers effecting registration of transfer of the existing property within 60 (sixty) days of the sale becoming a conclusive sale.
- 20.7 Should the suspensive conditions referred to in 20.1 and 20.6 above not be fulfilled within the prescribed time periods aforesaid and the period for fulfilment thereof not be extended in writing by the parties, then the Agreement shall lapse and in that event the parties shall be obliged to restore each other to the status quo ante as at the date of signature.

**21. RECEIPT BY SELLER OF ALTERNATIVE OFFER (Delete if not applicable)**

In the event of the Seller receiving any other written offer which is not subject to the sale of another property from a bona fide third party, before the sale of the Purchaser's existing property becomes conclusive, which offer the Seller wishes to accept, the Seller shall by written notice advise the Purchaser of such offer and the Purchaser shall within 7 (seven) days of receipt of such notice waive the suspensive conditions in this clause in writing to the Conveyancers failing which the Seller shall be entitled to accept the offer from the new Purchaser in which event this offer shall fall away and be of no further force or effect.

**22. SELLER'S WARRANTY REGARDING RESIDENTIAL STATUS**

The Seller warrants that the Seller is a resident of the Republic of South Africa as defined in The Income Tax Act.

**23. PURCHASER AS TRUSTEE FOR A COMPANY OR CLOSE CORPORATION TO BE FORMED**

If this agreement is entered into by or on behalf of a person professing to act as Trustee for a Company or Close Corporation not yet incorporated, such person shall be personally liable as Purchaser in terms of this agreement unless such Company or Close Corporation is incorporated and ratifies or adopts this agreement within 30 (Thirty) days of the date of signature hereof, in which event the party signing this agreement as Purchaser will be deemed to have bound himself as surety and co-principal debtor with such Close Corporation.

**25. INDEMNITY**

**THE SELLER DOES NOT WARRANT ANY INFORMATION GIVEN IN RESPECT OF THE PROPERTY, WHETHER THIS INFORMATION IS GIVEN PRIOR TO OR SUBSEQUENT TO THE SIGNING OF THIS AGREEMENT, SAVE FOR THE INFORMATION IN RESPECT OF THE PROPERTY SPECIFICALLY WARRANTED IN THIS CONTRACT. THE SELLER SHALL NOT BE LIABLE FOR ANY CLAIM OF ANY NATURE WHATSOEVER THAT MAY ARISE DUE TO ANY INACCURACIES IN INFORMATION GIVEN BY THE SELLER TO THE PURCHASER, HIS AGENT OR HIS NOMINEE IN RESPECT OF THE PROPERTY AND THE PURCHASER HEREBY INDEMNIFIES THE SELLER AND HOLDS ITS HARMLESS AGAINST AND IN RESPECT OF ANY INJURY, LOSS OR DAMAGE HOWEVER CAUSED WHICH THE PURCHASER MAY SUFFER AS A RESULT OF ANY INACCURACIES IN ANY INFORMATION GIVEN BY THE SELLER (SAVE FOR THE INFORMATION SPECIFICALLY WARRANTED IN THIS CONTRACT OF SALE).**

**26. SPECIAL CONDITIONS**

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**27. ACCEPTANCE PERIOD**

This offer expires at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_  
and until then is irrevocable by the Purchaser.

Signed by the SELLER at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_.

As Witnesses:

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

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

\_\_\_\_\_  
SELLER

Signed by the PURCHASER at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_.

As Witnesses:

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

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

\_\_\_\_\_  
PURCHASER

We the agents hereby accept the benefits conferred upon us in terms of this agreement.

\_\_\_\_\_  
For and on behalf of The Agents