

11. **BREACH**
- 11.1 Both the parties shall be entitled to their normal remedies by law, either in terms of the common law alternatively the legal principals as set out in any statute.
- 11.2 Prior to any of the parties exercising their rights as contemplated in paragraph 11.1, the party wishing to exercise its aforesaid rights shall first address a letter of demand in terms of paragraph 9 herein to the defaulting party, demanding compliance with this agreement from the defaulting party, which compliance shall be made within (10) ten days from date of demand, which period shall be calculated in terms of paragraph 12.1.3.
- 11.3 Claim immediate performances by the PURCHASER of all of its obligations whether or not the due date for performance shall otherwise have arrived;
- 11.4 Claim immediate performances by the SELLER of all of its obligations whether of not the due date for performance shall otherwise have arrived;
12. **NOTICES AND DOMICILIA**
- 12.1 The parties respectively elect;
- 12.1.1 the street addresses appearing under their names on the first page of this document as their respective domicilia citandi et executandi;
- 12.1.2 The postal addresses appearing under their names on the first page of this document for purposes of notices and correspondence given in terms of this agreement.
- 12.1.3 Any notice given by prepaid registered mail to the PURCHASER care of his postal address elected above will be deemed to have been received by the PURCHASER and its contents to have come to the PURCHASER'S notice on the 10th (tenth) day after the date on which it is posted in the Republic of South Africa or on the date upon which the notice is successfully transmitted to the PURCHASER'S chosen telefax number, provided such telefax is transmitted between the hours of 08h00 and 17h00, Mondays to Fridays (both included).
13. **SECTION 34 OF THE INSOLVENCY ACT**
- The parties record that this transaction is not subject to the provisions of Section 34 of the Insolvency Act 24 of 1936 as amended.
14. **CERTIFICATE OF COMPLIANCE**
- The SELLER shall at its cost of expense furnish the PURCHASER with a certificate of compliance in respect of the property accordance with the Electrical Installation Regulation R2920 dated 23 October 1992 before registration.
15. **WHOLE AGREEMENT**
- The PURCHASER acknowledges that no agreements, warranties or representations, verbal or in writing have been made by the agent or by the SELLER or on behalf of the SELLER, except as set out herein and that this agreement contains the whole agreement between the parties and that no variation, alterations, modification or suspension of any of the terms of this agreement shall be of any force and effect unless committed to writing and signed by both parties hereto.
16. **VARIATION**
- No addition to or variation, consensual cancellation or novation of this agreement and no waiver or any right arising from this agreement or its breach or termination shall be any force or effect unless reduce to writing and signed by all the parties or their duly authorized representatives.
17. **RELAXATION**
- No latitude, extension of time or other indulgence which may be given or allowed by any/either party to the any/other party/ies in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any rights or any/either/ party arising from this agreement, and no single or partial exercise of any right by any/either party under this agreement, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from this agreement or stop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
18. **LEGAL COSTS**
- All costs of drafting and preparing this agreement shall be paid by the SELLER.
19. **JURISDICTION**
- The parties consent to the jurisdiction of the Magistrates Court having jurisdiction over its person in respect of all proceedings connected with this Agreement, notwithstanding that the value of the matter in dispute might exceed the Court's jurisdiction. Notwithstanding the afore going, the parties and the Agent shall be entitled to institute all or any proceeding against any party connected with this Agreement in any Division of the Supreme Court of South Africa having jurisdiction.
20. **LEVIES / RATES & TAXES & HOME OWNERS ASSOCIATIONS**
- 20.1 Levies and/or rates and taxes and or Home Owners Association Monies are for the account of the –
- 20.1.1 SELLER up to date of registration
- 20.1.2 PURCHASER after the date of registration
- 20.2 Service fees (incl. Water & electricity) are for the account of the –
- 20.2.1 SELLER up to the date that the SELLER vacates the Property
- 20.2.2 PURCHASER from the date of occupation by the PURCHASER
21. **POSSESSION**
- Occupation of the property will be given to the PURCHASER on date of registration of transfer. In the event of the PURCHASER occupying the property before date of registration occupational rent of 0,7% of the purchase price per month will be payable monthly in advance and the risk of the property will pass to the PURCHASER and the PURCHASER shall be obliged to comply with all the requirements of the local authority as from date of occupation. From date of occupation the PURCHASER will be responsible for all municipal rates, taxes and levies payable on the property. In the event of the PURCHASER taking occupation of the property before date of registration of transfer into his name, the PURCHASER shall not be entitled to effect any structural or any other changes to the property without the written consent of the SELLER. In the event of this agreement being cancelled the PURCHASER shall immediately vacate the property.

THUS DONE and signed at **WITBANK** on this _____ day of _____ 2008.

As witnesses:

PURCHASER

THUS DONE and signed at _____ on this _____ day of _____ 2008.

As witnesses:

SELLER