AGREEMENT OF SALE

entered into between:

between

the Trustees for the time being of the Dunes Development Trust
Registration number T232/2022

and

_____

PURCHASER

_____

CO-PURCHASER

_____

SECTION/UNIT NUMBER

The Parties agree as follows:

1. **INTERPRETATION**

In this agreement, unless the context otherwise indicates:

1.1	"**Seller**"	means the Trustees for the time being of The Dunes Development Trust with Registration Number T 232/2022
1.2	"**Purchaser**"	means _____;
1.3	"**Co-Purchaser**"	means _____;
1.4	"**Property**"	means unit _____in the scheme known as **Dunes Estate** as indicated on (and which will be constructed in accordance with) the Plans and the Schedule of Finishes;
1.5	"**Agent**"	means the Agent who introduced the Purchaser to the Property and is the effective cause of the sale;
1.6	"**Agent's Commission**"	means the commission payable to the Agent in accordance with the mandate concluded between the Agent and the Seller;
1.7	"**Conveyancers**"	means Ellis Shilengudwa Incorporated of 1st Floor, The Steps Building, c/o Grove & Chasie Streets, Kleine Kuppe, Windhoek and trust account number:

Account name:	Ellis Shilengudwa Incorporated
Account number:	6224 2246 230
Bankers:	First National Bank of Namibia
Branch Name:	Windhoek Corporate Centre
Branch code:	281-872
Reference:	(unit number) Dunes Estate
Or	
Account name:	Ellis Shilengudwa Incorporated Trust Account
Account number:	1199 0639 363
Bankers:	Nedbank Namibia
Branch Name:	Business Banking
Branch code:	461-617
Reference:	(unit number) Dunes Estate

1.8	"**Date of Signature**"	means the Date of Signature of this agreement by the last party signing;
1.9	"**Occupation Date**"	means the date notified to the Purchaser in accordance with clause 6.2, *provided that* the Seller is in possession of the certificate of completion issued by the relevant authority in accordance with applicable laws in respect of the Property, or the date of Transfer, whichever is the earlier;
1.10	"**Occupational Rental**"	**shall have the same meaning as ascribed thereto in clause 6.3;**
1.11	"**Parties"**	means the Purchaser and the Seller or either of them as the context may indicate;
1.12	"**Plans**"	means (1) the site development plan and location of apartment in relation to site plan (attached hereto and marked Annexure " E1") and (2) the apartment layout (attached hereto and marked Annexure " E2");
1.13	"**Pricing Schedule**"	means the schedule attached hereto and marked Annexure "**A**";
1.14	"**Purchaser's Information Schedule"**	means the schedule attached hereto and marked Annexure "**B**";
1.15	"**Schedule of Finishes**"	means the schedule of finishes attached hereto and marked Annexure "**C**";
1.16	"**Seller's Architect**"	means Howard Krogh Architects;
1.17	"**Show Unit**"	means any completed (and available) section in the scheme on the Date of Signature as indicated by the Agent;
1.18	"**Transfer**"	means registration of transfer of the Property into the name of the Purchaser.

2. **PURCHASER PROTECTION**

2.1 **The clauses depicted in bold print and the impact, nature and effect of such clauses are specifically brought to the attention of the Purchaser, who is required to initial underneath each such clause in accordance with the provisions of clause 2.2.**

2.2 **The Purchaser is advised to pay particular attention to these clauses and if the Purchaser feels that it is necessary to do so, obtain its own legal advice in respect thereof, before the Purchaser signs this agreement. By initialing at the foot of the clause in question, the Purchaser specifically agrees that it has read and understood the clauses in question.**

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 2 hereby acknowledges having read and understood the provisions of clause 2]

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Purchaser

3. **THE SCHEME**

3.1 The Seller is in the process of preparing a development scheme, under the Sectional Titles Act No. 2 of 2009 (the Act) for Erf 5748 (A Portion of Erf 5433) Walvis Bay, In the Municipality of Walvis Bay, Registration Division F, Erongo Region, to be known as **Dunes Estate**.

3.2 **The Purchaser shall not be entitled to resell the section prior to Transfer.**

3.3 **The Purchaser shall have no claim against the Seller for any discrepancies between the boundaries and areas of the proposed section and exclusive, private or common use area/s on the final and completed section and exclusive, private or common use area/s**.

3.4 **The extent of the section and any exclusive, private or common use area/s shall not differ by more than 10% of the area indicated on the apartment layout. The Purchaser shall have no claim against the Seller arising out of reasonable alterations or amendments to the finishes, the drawings or variations or alterations to the Plans. It being specifically agreed that:**

3.4.1 **the Schedule of Finishes is indicative only and that the Seller will be entitled to substitute or replace any of the specifications or finishes with a similar or improved product. Should there be a conflict between the Schedule of Finishes and the finishes displayed on the finishes board viewed by the Purchaser prior to the signature date [or, when complete, used in the Show Unit], then the finishes displayed on the finishes board [or in the Show Unit (as the case may be)] will prevail; and**

3.4.2 **the private garden sizes and configuration, together with the allocation and position of the parking bay/s, may vary from the Plans, so as to accommodate site conditions. The Purchaser agrees to accept the size, configuration and allocation of the private garden and parking bay/s as indicated in the schedule and Plans**

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 3.4.2 hereby acknowledges having read and understood the provisions of clauses 3.2, 3.3 and 3.4]

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Purchaser

4. **DEFECTS**

4.1 The Seller shall afford the Purchaser a period of 7 (seven) days from the Occupation Date to inspect the Property and to furnish the Seller with a written list of any items which in the opinion of the Purchaser constitute defects or snags in the Property which are required to be attended to or rectified by the Seller (the **Snag List**).

4.2 **The Seller shall rectify the defects listed in the Snag List within 30 (thirty) days of receipt of the Snag List or such longer period as may be reasonable having regard to the nature of the item/s listed in the Snag List and in this regard, should the Purchaser be in occupation, the Purchaser undertakes to grant the necessary workmen and contractors reasonable access to the Property for the aforementioned purpose. If the Snag List is not furnished to the Seller within the aforementioned 7 (seven) day period, then the Purchaser shall:**

4.2.1 **be deemed to have accepted that the Property is in a fit and proper condition; and**

4.2.2 **have no claim of any nature whatsoever against the Seller in that regard.**

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 4.2 hereby acknowledges having read and understood the provisions of clause 4.2]

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Purchaser

4.3 If any dispute arises between the Seller and the Purchaser with regard to the inclusion of any items in the Snag List and/or whether or not the items listed in the Snag List have been rectified, then (1) the dispute shall be referred to the Seller's Architect for the Architect's determination of the dispute, whose decision in this regard shall be final and binding on the Parties and shall be carried into effect by the Parties and (2) if the Architect determines the dispute in favour of the Purchaser, then the Seller shall forthwith attend to the rectification of the items concerned to the satisfaction of the Architect.

The Purchaser will be required to sign a happy letter or letter of satisfaction (the **Letter of Satisfaction**) for the purposes of the loan as written proof to the lender that the Purchaser is satisfied with the condition of the Property. If the Purchaser fails, for any reason whatsoever, to sign the Letter of Satisfaction within 3 (three) days of the presentation by the Seller to the Purchaser, then the Purchaser agrees to sign the Letter of Satisfaction within 24 (twenty-four) hours of receipt of written notice from the Seller advising the Purchaser to do so. **In the event of**

the Purchaser's failure to do so, the Purchaser hereby irrevocably and in rem suam grants the Architect power of attorney to sign the Letter of Satisfaction on the Purchaser's behalf, in which event the Architect's signature on the Letter of Satisfaction shall constitute the Purchaser's signature.

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 4.3 hereby acknowledges having read and understood the provisions of clauses 4.3]

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Purchaser

5. **PROPERTY DESCRIPTION AND PAYMENT OF PURCHASE PRICE**

5.1 The Purchaser purchases from the Seller the Property together with any exclusive, private or common use area/s if applicable and allocated to the Property in terms of the rules of the scheme **for a total purchase price of N$_____** excluding VAT (if applicable) payable as follows:

5.1.1 A deposit of N$5 000.00 (five thousand Namibian dollars) within 7 days of the signature hereof, payable to the Conveyancers;

5.1.2 N$_____ (further cash payment) within 48 hours from approval of the loan (if applicable). Should the loan be granted for less than the purchase price, the balance must be paid to the Conveyancers within 48 hours of the loan being granted;

5.1.3 N$_____ (loan amount) by a recognised commercial bank or such lesser amount which may be acceptable to the Purchaser. Bond to be granted within 30 days from the Date of Signature hereof (or such extended period as may be applicable), and guarantees shall be furnished to the Seller within 14 days of the approval of the loan and receipt by the Conveyancers of the instruction to register the bond, or such extended period at the sole discretion of the Seller.

5.2 If the sale is a cash sale, the balance of the purchase price in the amount of

N$_____

to be transferred to the Conveyancers within 14 days from the Date of Signature by the Seller, alternatively the Purchaser can issue a guarantee* within 14 days.

*** should the Purchaser opt for a guarantee, the Purchaser acknowledges that he is responsible for the costs of issuing and amending / re-issuing all guarantees as requested by the Seller and/or the Conveyancers, in order to meet the requirements of the Seller's development loan, where applicable.**

5.3 All payments in respect of the purchase price shall be paid into the Conveyancers' trust account (as reflected in clause 1.7) and invested by the Conveyancers as trust monies in an interest-bearing account in the name of the purchaser in terms of Section 26(3)) of the Legal Practitioners Act No. 15 of 1995 ("**LPA**"). All interest earned (less the Conveyancers' fees in respect of the administration of the investment and such deductions as are required to made on account of the LPA) shall accrue for the benefit of the Purchaser and shall be paid to the Purchaser by the Conveyancers after Transfer. On the Transfer date the deposit and any other monies received in respect of the purchase price shall be paid to the Seller.

The Conveyancers shall only be able to invest the monies paid to the Conveyancers upon completion and signature of the *Investment Mandate* form attached hereto as Annexure "D" and the FIA link provided by the Conveyancer's. By initialling hereunder the Purchaser acknowledges having been made aware of the nature and effect of this provision.

5.4 **PRIOR TO THE PURCHASER MAKING ANY PAYMENTS TO THE CONVEYANCERS IN TERMS OF THIS AGREEMENT, THE PURCHASER WILL FIRST VERIFY TELEPHONICALLY THE CONVEYANCERS' BANK ACCOUNT DETAILS.**

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 5.4 hereby acknowledges having read and understood the provisions of clauses 5.3 and 5.4]

5.5. It is recorded that the sale of the Property constitutes a supply of goods for residential purposes and by reason of the provisions of Schedule 111 to the Vat Act No 10 of 2000, paragraph 2(y), the purchase price is zero-rated for VAT purposes. If VAT is or becomes payable in respect of the transaction at a rate other than nil percent, then the Purchaser shall pay to the Seller an amount equal to the VAT payable in terms of the VAT Act.

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Purchaser

6. **OCCUPATION**

6.1 The possession of the section and all risk and benefit in the section will pass to the Purchaser upon Transfer. The Purchaser shall accept occupation on the Occupation Date.

6.2 **The Purchaser shall have no claim whatsoever against the Seller in the event that the Occupation Date, for any reason is delayed or made earlier. Should the Occupation Date be amended, the Seller shall give the Purchaser 60 days written notice of the date on which the section will be ready for occupation and such date shall become the new Occupation Date**.

6.3 Should Transfer be after the Occupation Date, the Purchaser shall pay to the Seller monthly in advance:

6.3.1 occupational rent, calculated at [0.9% of the total purchase price], payable to the Seller monthly in advance from the date of occupation until the date of Transfer; and

6.3.2 water, electricity and other utilities consumption.

6.4 **The Purchaser shall be required to sign acceptance of the bond grant and sign all bond and Transfer documents at the Conveyancers as well as secure any further deposits within 48 hours of being requested to do so.**

6.5 **The Purchaser shall not be entitled, under any circumstances, to withhold payment in whole or in part of any amounts payable to the Seller in terms of this agreement.**

6.6 Occupation of the Property shall only be given to the Purchaser once the Purchaser has complied in full with clause 5 (*payment of purchase price*), clause 6.3.1 (*payment of occupational rent*), signed all documents necessary for the Transfer to proceed, including bond documents, and paid the bond costs (if applicable). **Should the Purchaser not be given occupation due to the non-compliance with this clause or should the Purchaser for whatever reason elect (notwithstanding the notification of the Occupation Date) not to take occupation he/she shall still be liable for Occupational Rental from the Occupation Date.**

6.7 The Purchaser will under no circumstances be entitled to attend to any alteration of the section whatsoever.

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 6.7 hereby acknowledges having read and understood the provisions of clauses 6.2, 6.4, 6.5 and 6.6]

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Purchaser

7. **SUSPENSIVE CONDITIONS**

7.1 **LOAN**

7.1.1 This agreement is subject to the Purchaser being granted a loan, for the amount referred to in clause 5.1.3 above, by a recognised commercial bank ("**bank**"), within 30 days hereof. The Seller in its sole discretion (without any reference to the Purchaser) will have the right to extend the period for the fulfilment of the condition (the "**extended period**"). The period will be automatically extended until the Seller notifies the Purchaser in writing that the extended period is terminated whereupon this agreement will lapse and be of no further force or effect.

7.1.2 **The Seller is hereby appointed by the Purchaser to submit and to process the loan application/s to the banks. The Purchaser acknowledges that applications for the loan will be submitted by the Seller to the banks and consultants approved by the Seller. Upon being requested, the Purchaser shall forthwith furnish, all information, documentation and sign all documents necessary.**

7.1.3 Should the Purchaser apply for a loan with any of the banks, then it will do so without delay (in any event no later than 7 days after the signature date) and the Purchaser will provide the Seller with proof of compliance with this condition immediately upon request. **Should the Purchaser fail to comply with this clause it will constitute (1) a material breach of the agreement and/or (2) an attempt on the part of the Purchaser to frustrate the fulfilment of suspensive condition contained in clause 7.1.1, in which event the Seller can deem the suspensive condition fictionally fulfilled.**

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 7.1.3 hereby acknowledges having read and understood the provisions of clauses 7.1.1 and 7.1.3]

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Purchaser

7.2 **PRE-SALES**

7.2.1 This entire agreement is subject to the further suspensive condition that, by no later than _____, the Seller sells such a number of sections in the scheme as may be necessary to comply with the pre-sales requirement imposed by its bank.

7.2.2 The condition in clause 7.2.1 is inserted for the benefit of the Seller and can:

7.2.2.1 be waived by the Seller at any time; or

7.2.2.2 the Seller in its sole discretion (without any reference to the Purchaser) will have the right to extend the period for the fulfilment of the condition (the "**extended period**"). The period will be automatically extended until the Seller notifies the Purchaser in writing that the extended period is terminated whereupon this agreement will lapse and be of no further force or effect.

7.3 Should any of the suspensive conditions not be fulfilled or waived then this Agreement shall lapse and be of no further force or effect and all deposits paid in terms of the agreement, together with any interest earned thereon, shall be returned to the Purchaser.

8. **TRANSFER**

8.1 The Conveyancers shall attend to the Transfer of the Property. The Seller shall be liable to pay Transfer costs (subject to clause 8.3.7) **provided the Purchaser has complied with the terms and conditions contained in this agreement of sale.**

8. 2 Seller hereby agrees that it will contribute an amount of N$ 10 000.00 (Ten Thousand Namibian Dollars), which amount will be included in the Purchase Price, towards the Purchaser's bond registrations costs. To facilitate this payment, the Purchaser, or the attorneys attending to the bond registration, shall submit the invoice for the bond registration costs to the Conveyancer's to affect the contribution on behalf of the Seller.

8.3 The following fees and/or disbursements will not be included in the transfer and bond costs payable by the Seller:

8.3.1 appointing correspondent attorneys and/or courier costs necessitated by the Purchaser's inability to sign the Transfer and/or bond documents at the offices of the conveyancer;

8.3.2 administration, valuation and initiation fees charged by the lender granting the loan and for issuing bank guarantees in respect of the loan amount; and

8.3.3 fees arising from obtaining the required FIA documentation from the Purchaser, as well as the cost associated with conducting the necessary verification of such documents, as required in terms of the FIA;

8.3.4 electronic instruction charges;

8.3.5 fees arising from the preparation and signature of any guarantee, suretyship and/or indemnity required by the lender granting the loan;

8.3.6 if applicable, the costs of obtaining a sectional title insurance certificate for the unit; and

8.3.7 additional transfer duty and stamp duty if transfer is affected into the name of a legal entity,

and such costs will be payable by the Purchaser immediately upon the request of the Conveyancers.

8.4 The Purchaser warrants that his tax affairs are in order and that he is duly registered for tax and, if applicable, all consents in terms of the Matrimonial Property Act (authorising the conclusion of this Agreement) have been obtained.

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 8.4 hereby acknowledges having read and understood the provisions of clauses 8]

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Purchaser

9. **BODY CORPORATE**

The Purchaser shall be liable for levies from Transfer, together with the costs of electricity, water and other services consumed, which amounts shall be payable monthly in advance on the first day of every month.

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Purchaser

10. **VARIABLE LEVIES**

The Seller in the Body Corporate Rules (if applicable), and/or in accordance with the Act, when submitting the application for the opening of a sectional title register for the scheme, will make rules whereby the liability of the Seller (as owner of the sections of the scheme or holder of the real right to extend the scheme in accordance with the provision of section 26 of the Act (the "real right to extend")), to make contributions and the proportions in which the Seller shall make contributions in the said scheme, are modified as follows:

10.1 **in respect of the real right to extend the Seller will only be liable for contributions in respect thereof from the date that the sections are complete, which for purposes hereof means that the relevant**

authority has issued a certificate of completion in accordance with applicable law for the sections the "Date of Completion"); and

in respect of the sections forming part of the first phase of the scheme, the Seller will not be liable for any contributions, but will make a monthly payment to the body corporate if there are any operating shortfalls, until the Date of Completion, then it will also be charged a levy like any other owner in the scheme. The contributions will be levied in the month following the Date of Completion.

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 10hereby acknowledges having read and understood the provisions of clause 10

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Purchaser

11. **PHASED DEVELOPMENT**

The Purchaser acknowledges that he is aware that the Seller will develop the scheme in phases by erecting and completing from time to time horizontal or vertical extension of existing buildings or erecting further buildings on specified parts of the common Property and reserved its right in this regard in accordance with provisions of section 26 of the Act.

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 11 hereby acknowledges having read and understood the provisions of clause11]

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Purchaser

12. **COMPANY, CLOSE CORPORATION or TRUST**

12.1 **If the Purchaser purchases the section as a representative of a company to be formed, then in the event of such company not being formed and adopting this agreement within 7 days hereof, the Purchaser shall be bound personally by this agreement. Upon formation of the company the Purchaser shall be bound jointly and severally by this agreement as surety and co-principal debtor with the company.**

12.2 If the Purchaser is a trust, the trust must be registered prior to the signature date.

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 12.2 hereby acknowledges having read and understood the provisions of clause 12.1]

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Purchaser

13. **CONNECTION FEES**

13.1 **The Purchaser acknowledges that the Seller or the Managing Agent will have made certain payments to the Relevant Authorities for the supply of electricity and supply of water to the Unit (the Connection Fees).**

Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 13.1 hereby acknowledges having read and understood the provisions of clause 13.1]

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Purchaser

13.2 The Purchaser is liable to pay an amount of N$ NIL on account of the Connection Fees to the Seller by no later than 30 (thirty) days prior to the Transfer.

13.3 If the amount of the Connection Fees, specified in clause 13.2, is not sufficient to cover the amount payable by the Purchaser to the relevant authorities, then the Seller or the body corporate of the scheme is entitled to recover the additional amounts from the Purchaser in order to cover the Connection Fees.

13.4 The Purchaser is entitled to a refund of the Connection Fees from the Seller or the Managing Agent if the amount of the Connection Fees is less than the amount specified in clause 13.2.

14. **COMPLETION, ELECTRICAL AND COMPLIANCE CERTIFICATES**

The Seller shall at its expense arrange for the issue of electrical, completion and compliance certificates issued by the local authority and ErongoRed,

15. **AGENT AND COMMISSION**

The Seller shall pay to the Agent the Agent's commission on this sale, which shall be earned and shall be paid to the Agent following Transfer. If the sale is cancelled due to any breach by the Purchaser, the Purchaser shall be liable for and shall pay the Agent's commission to the Agent immediately upon cancellation of the agreement.

16. **BREACH**

16.1 **Should the Purchaser breach any provision of this agreement and fail to remedy such breach within 7 days after dispatch of written notice requiring such breach to be remedied, the Seller shall be entitled, without prejudice to any other rights in law, to cancel this agreement forthwith and retain all payments made by the Purchaser in terms hereof as a genuine pre-estimate of damages.**

16.2 If this agreement is cancelled after the Occupation Date, the Purchaser shall immediately vacate the section.

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 16.1 hereby acknowledges having read and understood the provisions of clause 16.1]

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Purchaser

17. **TERMINATION OF AGREEMENT BY PURCHASER**

17.1 **The Parties agree that should the Purchaser cancel the Agreement the Purchaser shall forfeit the deposit paid in terms of clause 5.1.1 and such deposit shall accrue to and become payable to the Seller as upon confirmation of the cancellation. The Purchaser herewith authorises the Seller's Conveyancer to effect payment of the deposit and any interest earned thereon to the Seller. The retention of the Deposit by the Seller shall not constitute a breach of this Agreement.**

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Purchaser

18. **DELAYS**

18.1 **Should the Purchaser, in the opinion of the Conveyancers, cause an undue delay in the Transfer, then the Purchaser shall pay to the Seller, interest on the purchase price at the prime overdraft rate plus 3% (three percent) as levied by Seller's bank, calculated from the due date of payment or performance of any obligation imposed on the Purchaser to date on which the payment is or performance by the Purchaser of the applicable obligation.**

18.2 **A certificate issued by the Conveyancers certifying a delay caused by the Purchaser, resulting in a delay of Transfer, shall be sufficient proof for the purposes of this clause 18. The Conveyancers shall act as experts and not as arbitrators in this regard.**

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 17 hereby acknowledges having read and understood the provisions of clauses 18.1 and 18.2]

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Purchaser

19. **GENERAL**

19.1 The Seller chooses its *domicilium citandi et executandi* at 54 Peter Place Road, Peter Place Office Park, Block C Cardiff House, Ground Floor, Bryanston, 2191, email: HSnyman@ihsinvestments.co.za, marked for the attention of Henk Snyman and the Purchaser chooses as its *domicilium citandi et executandi* the addresses reflected on the Purchaser's information schedule. Provided that, transmission by email shall constitute adequate service of any legal notice or letter. Any communication or document made or delivered by one person to another under or in connection with this agreement will, if by way of email, be deemed to have been received on the 1st business day following the date of transmission, if delivered by hand, be deemed to have been received at the time of delivery.

19.2 This agreement constitutes the whole agreement between the Parties and no warranties or representations of any nature by or on behalf of the Seller have been made except as are recorded herein. No variation to this agreement shall be of any force unless reduced to writing and signed by both Parties.

19.3 **If the Purchaser is married under foreign law, the Purchaser hereby warrants that his/her spouse shall sign all documents as may be required by the Conveyancers to enable registration of the Transfer and the bond, if applicable.**

19.4 **The Purchaser hereby consents to receiving marketing material from the Seller on future developments.**

No latitude, extension of time or indulgence granted by either party to the other shall be construed as prejudicing such party's right to insist on the strict and punctual compliance by the other party with the terms of this agreement.

19.5 This agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement as at the date of signature of the Party last signing one of the counterparts.

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 19.5 hereby acknowledges having read and understood the provisions of clauses 19.3 and 19.4]

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Purchaser

20. **POST-SALE IMPROVEMENT TO SCHEME**

20.1 **The Purchaser acknowledges that:**

20.1.1 **it is in the interest of both the Purchaser and the Seller that the scheme be completed, and all of the units be sold, as soon as reasonably possible; and**

20.1.2 **in order to promote the sale of units in the scheme, the Seller may need to change the layout and/or design and/or number of units in the scheme, including, on account of any requirements of the Walvis Bay Municipality, applicable from time to time, and/or to register servitudes over, or in favour of, the Property on which the scheme is being established, and/or undertake such other activities as may enhance the marketability and ambiance of the scheme.**

20.2 **The Purchaser agrees that the Seller shall be authorised and directed to take all such steps and do all such things as are necessary to give effect to clause 20.1 above, after the signature date, without the prior consent and/or approval of the Purchaser. To this end the Purchaser, by his signature hereto, irrevocably:**

20.2.1 **prior to the date of Transfer, consents to the Seller undertaking any activity referred to in clause 20.1; and**

20.2.2 **after the date of Transfer, appoints the Seller or its nominee as the Purchaser's proxy to attend any meeting of the body corporate at which the Seller seeks the approval of the body corporate to undertake any activity referred to in clause 20.1, and to vote, in the Purchaser's place and stead, in respect of any resolution in this regard placed before the meeting in such manner as the Seller, in its sole discretion, may deem fit.**

20.3 **If there is any dispute as to whether any activity to be undertaken by the Seller falls within the ambit of clause 20.1, such dispute shall be resolved by the Seller's Architect. The Seller's Architect shall act as an expert and not an arbitrator, and his or her decision, in the absence of manifest error, shall be binding on the Parties.**

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 20.3 hereby acknowledges having read and understood the provisions of clauses 20.1, 20.1.2 and 20.3]

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Purchaser

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FOR THE PURCHASER

SIGNED at _____ on this the ____ day of _____ 20__.

AS WITNESSES:

1. _____ _____

PURCHASER – Full Name: . . . . . .

2. _____ _____

CO-PURCHASER– Full Name: . . . . . .

I, the undersigned husband/wife of, and married in community of Property to the Purchaser, do hereby consent to the purchase of the Property herein described.

_____

HUSBAND / WIFE

FOR THE SELLER

SIGNED at _____ on this the ____ day of _____ 20__.

AS WITNESSES:

1. _____ _____

SELLER

2. _____

Annexure A
Pricing Schedule

TOTAL PURCHASE PRICE	**N$ _____**
Deposit on signature (payable to the Conveyancers)	N$5 000 (five thousand Namibian dollars)
Less deposit 2 (As per clause 5.1.2)	N$ _____
	_____initial
Bond Amount	**N$_____**

Bond submitted to ( ) Bank Windhoek ( ) FNB ( ) Letshego ( ) Standard Bank ( ) Twenty20 ( ) First Capital ( ) Nedbank

Estimated Levy (First month levy to the body corporate) N$_____

Estimated rates & taxes (only payable to Council after registration) N$_____

Estimated Occupation Date _____

Annexure B
Purchaser's Information Schedule

	PURCHASER	CO-PURCHASER
Full Name	_____	_____
Postal Address	_____	_____
	_____	_____
Residential Address	_____	_____
	_____	_____
Date of birth	_____	_____

Identity/Passport Number: _____ _____

Marital Status:

- ☐ Single
- ☐ Married Out of Community of Property
- ☐ Married In Community of Property
- ☐ Married according to the laws of another country

☐ Nam Citizen ☐ Foreigner

Cell Number	_____	_____
Tel (Home)	_____	_____
Email Address	_____	_____

Annexure C

Schedule of Finishes

Finishing Schedule Dunes Development:

All specifications are provisional in nature.
The developer reserves the right to amend the actual product installed to something of similar price range due to availability of stock.

Foundation and structure

Steel reinforced Raft foundation with DPC
Cement brick and mortar walls
External Brush plaster and internal smooth plaster

Roof structure

Light alu-zink frame roof structure
Aluminium roof sheeting
Isoboard ceiling and insulation, or similar

Internal Tiles

Internal ceramic tiles provided to floors, shower walls, and sink and basin kitchen splashbacks.
Internal ceramic Tile skirting to be provided.

Doors

Solid wooden front door. Sealed with two coats of clear polyurethane sealer.
Semi solid doors internally. Painted with two coats of enamel. Colour as per design.
Chrome door handles on all doors.

Bedroom and lounge

Bedroom 1 and bedroom 2 to received 3- door melamine built-in cupboards.
Colour as per design.

Bathroom

- Shower curtain rail.
- Dual flush toilet.
- Basin

Kitchen

Melamine joinery. Colour as per design.

- Broom cupboard
- Single cupboard with drawers

- Single cupboard with shelves
- Space for 1 appliance
- Pine shelf
- Formica tops (White Myriad)

Electrical

- 2 x plugs in bedrooms
- 2 x plugs in lounge
- Double plug for fridge
- Plug for under-counter appliance
- Plug for kitchen counter
- One light per room provided

Plumbing and Sanitary ware

- Bathroom basin mixer
- Shower mixer and rose
- Single sink drop for kitchen
- Toilet roll holder

Annexure D

Investment Mandate

DLA PIPER AFRICA

ESI

Ellis Shilengudwa Incorporated
1st Floor, The Steps Building
c/o Grove & Chasie Street
Kleine Kuppe, PO Box 3300
Windhoek
Namibia
T: +264 61 242 224
F: +264 61 242 226
E: info@esi.dlapiperafrica.com
dlapiperafrica.com

CLIENT INVESTMENT MANDATE

(Investment in terms of Section 26(3) of the Legal Practitioners Act 15 of 1995)

I, the undersigned

_____

hereby authorise, empower and instruct **ESI**

to make the following investment in the amount of

N$ _____ (_____)as

my agent and on my behalf invest in an interest-bearing account of their choice.

Any other instructions:

Interest will be for credit:

_____

Signed at _____ on _____ 2024

.....

Client

Accepted at ..... on .....

.....

On behalf of firm

Directors: Jurie Badenhorst BComm LLB LLM (Stell); Peter Johns BCom LLB (RAU); Christa de Wet BCom Law LLB (UOFS); Karin Klazen BA LLB (UCT); Mia Kellerman LLB (NWU); Jenny Vermeulen LLB LLM (UOFS)

Ellis Shilengudwa Incorporated ("ESI") is a company registered in Namibia (registration number 2011/0099), which provides services from its place of business at 1st Floor, the Steps Building, c/o Grove & Chasie Street, Kleine Kuppe, PO Box 3300, Windhoek, Namibia.

ESI is regulated and authorised by the Law Society of Namibia (http://www.lawsocietynamibia.org)

ESI is a member of DLA Piper Africa, a Swiss Verein whose members are comprised of independent law firms in Africa working with DLA Piper

Further information on **ESI**, DLA Piper Africa and DLA Piper can be found at www.dlapiperafrica.com.