

ANNEXURE "G"

**AGREEMENT OF PURCHASE OF  
ADDITIONAL PARKING BAY**

entered into between :

**BRASHVILLE PROPERTIES 18 (PTY) LTD**

**Registration No. 2006/009153/07**

**A subsidiary of the GRID GROUP**

Physical Address: 12 Kubu Avenue, Riverhorse, Durban, Kwazulu Natal.

Postal Address: PO Box 2185, Pinetown, Kwazulu-Natal, 3600

Telephone number: 031-569 6301

Facsimile: 031-569 6763

(the "SELLER")

and

Name:.....

Identity number/  
Registration number:.....

Income Tax number: .....

Physical address:.....

Postal Address:.....

Telephone number (Home): .....

Telephone number: (Work):.....

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Facsimile:.....

Cellular number:.....

e-mail: .....

(the "PURCHASER")

**INTRODUCTION**

- A The SELLER is about to become the registered owner of Portion 11 of Erf 2526 Umhlanga Rock, in extent 1 458 (ONE THOUSAND FOUR HUNDRED AND FIFTY EIGHT) square meters and intend erecting a sectional title development comprising ..... Parking Bays to be known as **THE PARKADE**, and applying in terms of the provisions of the Sectional Titles Act, No 95 of 1986, or any amendment thereof, for the opening of a sectional title register in respect of the aforementioned development.
  
- B The SELLER has agreed to sell and the PURCHASER has agreed to buy a Section in the sectional title development ("the ADDITIONAL PARKING BAY") on the terms and conditions as set out herein and the PURCHASER acknowledges that the ADDITIONAL PARKING BAY may be covered or uncovered and that a light motor vehicle may be parked in this area.
  
- C The PURCHASER agrees and acknowledges it is the intention that the ADDITIONAL PARKING BAY be transferred into its name simultaneously with DATE OF TRANSFER and agrees to do all things necessary to ensure compliance herewith.

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1 **SCHEDULE**

1.1 **ADDITIONAL PARKING BAY (Section No).** \_\_\_\_\_

1.2 Approximate extent (m2)  
\_\_\_\_\_

1.3 Nett Purchase Price  
R \_\_\_\_\_

1.4 Value Added Tax on the Purchase Price  
R \_\_\_\_\_

1.5 **Total Consideration**  
R \_\_\_\_\_

1.6 Total Consideration  
R \_\_\_\_\_  
to be secured by way of the Loan  
in the CONTRACT or to be paid on  
signature hereof by the PURCHASER  
to the Conveyancers, details as follows:

Easton-Berry Inc  
Standard Bank  
Durban Main (040026)  
Account: 050 153 587

Deposit slip / proof of Deposit to be faxed to:  
031-251 4250 (Attention Nisha Kuhur/G Stewart)

1.7 The amount estimated as being the monthly levy  
payable by the PURCHASER to the Body Corporate  
of the SCHEME in accordance with the provisions  
of the ACT  
R \_\_\_\_\_

1.8 The amount estimated as being the monthly levy

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Payable by the PURCHASER of the ASSOCIATION  
in accordance with the ASSOCIATION'S  
Articles of Association

R \_\_\_\_\_

1.9 Permitted use of SECTION: Parking of a light  
motor vehicle

## 2 SALE

2.1 Subject to and in accordance with the provisions hereof and the  
CONTRACT, the SELLER sells and the PURCHASER purchases the  
ADDITIONAL PARKING BAY.

2.2 The PURCHASER agrees that the precise area, boundaries and  
description of the ADDITIONAL PARKING BAY shall be as shown on the  
sectional plan and as finally determined and approved by the Surveyor-  
General and/or the relevant competent authorities and shall be binding  
upon the parties, provided always that the area of the ADDITIONAL  
PARKING BAY shall be within 5% (FIVE PERCENT) of the area as stated  
in 1.2 of the SCHEDULE.

## 3 PREPAYMENTS AND GUARANTEES

3.1 The amount referred to in 1.5 of the SCHEDULE shall be paid to the  
CONVEYANCERS or secured by way of the Loan.

3.2 In the event of the PURCHASER paying the Total Consideration or a part  
thereof to the Conveyancers, the PURCHASER by its signature hereto,  
authorises that such payment shall be invested by the CONVEYANCERS  
in their Nedbank Corporate Saver account or Investec Corporate Cash  
Manager account, in terms of Section 78(2) A of the Attorneys Act, all  
interest to accrue for the benefit of the PURCHASER until the DATE OF  
TRANSFER whereupon the CONVEYANCERS shall release the capital to  
the SELLER and all accrued interest, less their usual commission, to the  
PURCHASER, provided however that interest accruing thereon shall be  
for the benefit of the SELLER in the event of this agreement being  
cancelled by the PURCHASER or the PURCHASER electing unilaterally  
not to proceed, for any reason whatsoever.

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**4 INCORPORATION OF TERMS AND CONDITIONS CONTAINED IN THE CONTRACT**

The PURCHASER and SELLER agree that the terms and conditions contained in the CONTRACT, to which this forms an annexure are incorporated herein by reference.

DATED at .....this .....day of ..... 2007.

**AS WITNESSES:**

- 1.
- 2.

\_\_\_\_\_ SELLER who warrants that he/ she is duly authorised hereto.

DATED at .....this .....day of ..... 2007.

**AS WITNESSES:**

- 1.
- 2.

\_\_\_\_\_  
PURCHASER: Who acknowledge that he /she is acquainted with and understands the contents of this ANNEXURE

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EASTON-BERRY INC.