

5. **WARRANTIES**

5.1 It is recorded that no warranties other than those contained in this agreement shall be of any force and effect, and that no other warranties have been given to induce the **PURCHASERS** to enter into this Agreement.

5.2 The **PURCHASERS** undertakes to use his best endeavours to secure the granting of the loan as contemplated herein. Failure to act accordingly shall constitute a breach of this agreement and the agreement shall not then fail and the **SELLER** shall be entitled to rely on the breach provisions as set out in this agreement.

Above appears only being applicable for any additional, not yet estimated charges or costs aforesaid transfer might generated, not being covered by aforesaid direct transfer from EUROPEAN FUNDS to South Africa or South African Authorities might block or hold such transactions for considerable time to generate unacceptable inconvenience to any term or condition to this agreement.

6. **"VOETSTOOTS"**

The **PURCHASERS** is presumed to have made himself acquainted with the property hereby purchased, its nature, extent, boundaries and locality, and AGREES to accept the same "voetstoots"(as it stands), the **SELLER** and **SELLER'S** agents being absolutely free from all liability for any defect whether latent or patent, error of description or otherwise howsoever. The property is sold and purchased with all the benefits and conditions disclosed in the Title Deeds of the **SELLER**, which the **PURCHASERS** by signing this agreement, has deemed to have acquainted himself with, acknowledges and accepts.

6.1. Regardless aforementioned, the Seller confirms lawfully, hereby, that the aforementioned remainder of land & property is free of any parties claim or rights to claim as well as no other interest holder than the seller himself claims having an interest or possession on aforementioned land being now subject to sale and transfer to the **PURCHASERS'** sole possession, benefit & responsibility.

7. **PASSING OF RISK**

All risk attaching to the property sold shall pass to the **PURCHASERS** on date of registration of transfer in the Deeds Office or on occupation should occupation take place prior to registration of transfer.

8. **BEACONS**

The **SELLER** shall be required to point out to the **PURCHASERS** all pegs, beacons and boundaries relating to the property.

9. **VARIATION OF AGREEMENT**

It is recorded that this document shall form the whole and only contract between the **PURCHASERS** and **SELLER** and no variation other than in writing and signed by both parties hereto shall be binding on either of them.

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24 JUN 2015  
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*G. P.*