

10. **INDULGENCES**

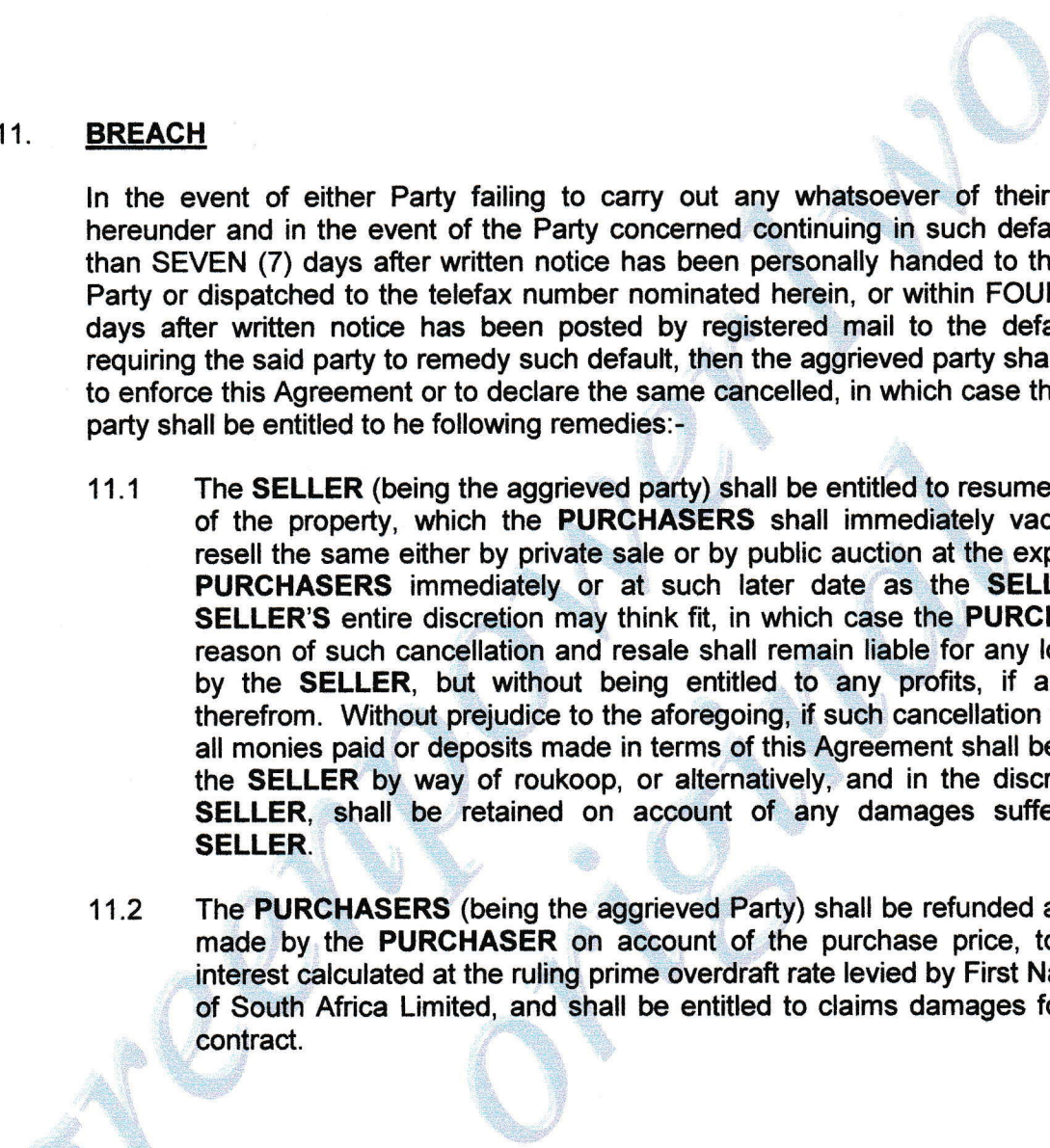
Any indulgences, latitude or extension of time which either the **SELLER** or **PURCHASERS** may show towards or grant to the either of them in relation to any of the provisions of the Agreement or any matter or thing relating thereto, referred to therein or arising therefrom shall not in any way prejudice or interfere with the respective rights of the **SELLER** or **PURCHASERS**, which rights they shall each be entitled to enforce at any time.

11. **BREACH**

In the event of either Party failing to carry out any whatsoever of their obligations hereunder and in the event of the Party concerned continuing in such default for more than SEVEN (7) days after written notice has been personally handed to the defaulting Party or dispatched to the telefax number nominated herein, or within FOURTEEN (14) days after written notice has been posted by registered mail to the defaulting party requiring the said party to remedy such default, then the aggrieved party shall be entitled to enforce this Agreement or to declare the same cancelled, in which case the aggrieved party shall be entitled to he following remedies:-

11.1 The **SELLER** (being the aggrieved party) shall be entitled to resume possession of the property, which the **PURCHASERS** shall immediately vacate, and to resell the same either by private sale or by public auction at the expense of the **PURCHASERS** immediately or at such later date as the **SELLER**, in the **SELLER'S** entire discretion may think fit, in which case the **PURCHASERS** by reason of such cancellation and resale shall remain liable for any loss incurred by the **SELLER**, but without being entitled to any profits, if any accruing therefrom. Without prejudice to the foregoing, if such cancellation takes place, all monies paid or deposits made in terms of this Agreement shall be forfeited to the **SELLER** by way of roukoop, or alternatively, and in the discretion of the **SELLER**, shall be retained on account of any damages suffered by the **SELLER**.

11.2 The **PURCHASERS** (being the aggrieved Party) shall be refunded all payments made by the **PURCHASER** on account of the purchase price, together with interest calculated at the ruling prime overdraft rate levied by First National Bank of South Africa Limited, and shall be entitled to claims damages for breach of contract.



GREENPOWER1W0

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Fax:
+44(0)2087112773

GREENPOWER1W0
ESTABLISHED IN UK / SOUTH A. & GERMA.
MAIN RESIDENCE: 4 BRENDON AV.
07708442305 E-Fax: 02087112773
/ Fax: 02084507789
e-mail GREENPOWER1W0@YAHOO.CO.UK

