# AGREEMENT OF CESSION

between

____________________________________________
"The Cedent"
and

____________________________________________
"The Cessionary"

**PREAMBLE:**

**WHEREAS**

A. The Cedent is desirous to cede the rights to the mooring bay(s) [docking area] numbered_______________

B. The Cessionary is desirous to acquire the said rights

C. The mooring bay(s) is/are depicted on the attached diagram marked "A"

D. The Cessionary will have the right to cede its right, title and interest in and to the mooring bay(s) to a third party, provided that such third party owns immovable property in the Harbour Island Development (applicable to mooring blocks E, F, G, H, I, J, K, L, M, N, O, P, Q, R and S)

E. Mooring Blocks A, B, C and D are classified as commercial moorings and is therefore not subject to the restraint that it may only be sold to a party who owns immovable property in the Harbour Island Development.

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

**1. Cession**

The Cedent hereby cedes, assigns and makes over all its right, title and interest in and to the mooring bay(s) and the Cessionary hereby accepts such cession.

**2. Effective Date**

The Effective Date of this transaction shall be the date of receipt by the Cedent of the amount referred to in 3 below from which date the Cessionary shall be deemed to have taken cession of the rights referred to in 1 above. The Harbour Island Master Homeowners Association NPC and the Harbour Island Mooring Owners Association NPC is to be immediately informed of the Effective Date for the recording of the date and the issuing of a Mooring Certificate recognising the Cession.

**3. Purchase Price and Payment**

The Purchase price of the mooring rights is R…………………………………………………………….

(R……………………………………………………………………………………………………………………………………………)
inclusive of VAT and commission. The Purchase price is payable on signature hereof.

**4. Voetstoots**

4.1 The rights to the mooring bay(s) is/are ceded voetstoots and the Cedent gives no warranties, express or implied, as to patent or latent defects in the mooring or mooring bay(s).

4.2 This cession is furthermore subject to all such conditions that may hereafter be imposed by the Local Authority, and/or the Harbour Island Master Homeowners Association NPC and/or the Harbour Island Mooring Owners Association NPC.

**5. Breach by Cessionary**

5.1 If the Cessionary commits a breach of this Agreement and/or fails to comply with any of the provisions hereof, then the Cedent shall be entitled to give the Cessionary 7 (seven) days notice in writing to remedy such breach and/or failure and if the Cessionary fails to comply with such notice then the Cedent shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which the Cedent may have in law, including the right to claim damages:

5.1.1 to cancel this Agreement, in which event the Cessionary shall forfeit all monies paid to the Cedent or its agent(s) in terms hereof; or

5.1.2 to claim immediate performance and/or payment of all the Cessionary's obligations in terms hereof.

5.2 Should the Cedent take steps against the Cessionary pursuant to a breach by the Cessionary of this Agreement, then without prejudice to any other rights which the Cedent may have, the Cedent shall be entitled to recover from the Cessionary all legal costs incurred by it including Attorney/Client charges, tracing fees and such collection commission as the Cedent is obliged to pay to its Attorneys.

**6. Levies**

From date of cession the Cessionary shall become a member of the Harbour Island Mooring Owners Association NPC and be responsible for payment of levies to the Harbour Island Mooring Owners Association NPC for the management and upkeep of the waterways and maintenance of the moorings as per the annual budget. The payment of the levies shall be made annually in advance.

**7. Restrictions on Use, Letting, Resales**

The Cessionary acknowledges and agrees to the following:

7.1 that the maximum width of the vessel moored in the mooring bay will be _________meters and the maximum length thereof ___________meters.

7.2 that it is compulsory for the Cessionary or his successors in title to be a member of the Harbour Island Mooring Owners Association NPC.

7.3 that the Harbour Island Mooring Owners Association NPC is subject to and affiliated to the Harbour Island Master Homeowners Association NPC.

7.4 that the rights to the mooring bay(s) may not be sold separately from an immovable property within the Harbour Island Development without the written consent of Mooring Owners Association NPC (applicable to mooring blocks E, F, G, H, I, J, K, L, M, N, O, P, Q, R and S).

7.5 The Cessionary attention is drawn to clause 7.4 of the Memorandum of Incorporation of the Harbour Island Moorings Owners Association NCP which state that:

*7.4 No member shall let or otherwise part with occupation of any Mooring Bay, or any portion thereof owned by him, whether temporarily or otherwise, unless he has agreed with the proposed occupier of such Mooring Bay, or portion thereof, as a stipulation alteri in favour of the Company, that such occupier shall be bound by all the terms and conditions of this MOI and the Rules of the Company and the proposed occupier has signed an undertaking to that effect, and such written undertaking has been delivered to the Chief Operating Officer.*

7.6 that the mooring bay(s) may only be used by residents of the Harbour Island Development, unless prior written consent is obtained from the Mooring Owners Association NPC which, when granting such consent, may impose such terms and conditions it deems fit. (applicable to mooring blocks E, F, G, H, I, J, K, L, M, N, O, P, Q, R and S)

**8. Co-operation**

Each of the parties hereby undertakes to:

8.1 sign and/or execute all such documents;

8.2 do and to procure the doing by other persons, and to refrain and procure that other persons will refrain from doing, all such acts; and

8.3 pass, and to procure the passing of all such resolutions of directors or shareholders of any company;

to the extent that the same may lie within such party's power and may be required to give effect to the import or intent of this Agreement, or any contract concluded pursuant to the provisions of this Agreement.

**9. Successors in Title**

The conditions of this Agreement shall be enforceable against the Cessionary and any successor in title and the Cessionary shall be obliged to take any steps necessary to enforce the terms and conditions accordingly. Where applicable the terms and conditions of this Agreement will be conditions of title.

**10. Notices and Domicilia**

The parties hereby choose domicilium citandi et executandi for all purposes under this agreement, including the giving of notices and the serving of any legal process and the sending of any other communication, at the addresses set forth as follows:

**Cedent** ……………………………………………………………………………………………………………………………………….

……………………………………………………………………………………………………………………………………………………….

Contact number …………………………………………E-Mail Address ……………………………………………………………………….

**Cessionary** ……………………………………………………………………………………………………………………………………

……………………………………………………………………………………………………………………………………………………….

Contact number …………………………………………E-Mail Address ……………………………………………………………………….

**11. General Provisions**

11.1 No alteration, cancellation, variation of or addition hereto shall be of any force or effect unless reduced to writing and signed by all parties to this Agreement or their duly authorised representatives.

11.2 This document contains the entire agreement between the parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

11.3 No indulgence, leniency or extension of time which any party ("the Grantor") may grant or show to any other party shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in future.

**12. BROKERAGE:**

The Purchaser warrants that he has not been introduced to the mooring or to the Seller by any agent and the Purchaser indemnifies and holds the Seller free and harmless against any claim which may be made by any agent in respect of brokerage arising out of the sale of the mooring rights where such agent claims to have actually introduced the Purchaser to the mooring and/or to the Seller in connection with this transaction; **OR** Brokerage in the amount of R___________________ plus R______________________ VAT is payable by the Seller to the Estate Agent, ____________________________________. The commission is earned upon signature of this agreement by both parties and the fulfilment of all suspensive conditions contained in this agreement. Notwithstanding anything to the contrary contained in this clause, if this agreement is cancelled at any time as a result of a breach by either party, the Estate Agent will immediately be entitled to claim payment of commission from the party at fault. If the Purchaser is the defaulting party, the commission will be deducted from the deposit.

Signed at ___________________________________ on this _____ day of __________________ 20____

AS WITNESSES:

1_____________________________________

2_____________________________________ _______________________________________

**Cedent**

Signed at ___________________________________ on this _____ day of __________________ 20____

AS WITNESSES:

1_____________________________________

2_____________________________________ _______________________________________

**Cessionary**

Signed at ___________________________________ on this _____ day of __________________ 20____

AS WITNESSES:

1_____________________________________

2_____________________________________ _______________________________________

**Director**
**Harbour Island Mooring Owners Association NPC**

_______________________________________

**Director**
**Harbour Island Master Homeowners Association NPC**