

Garlicke & Bousfield
PROPERTY: Intaba Ridge PLOT AND PLAN CPA
March 2018



INTABA RIDGE

— SECURE ECO-ESTATE —

PLOT & PLAN

MEMORANDUM OF AGREEMENT OF OPTION TO PURCHASE

SCHEDULE

A:
SELLER : SIGN POWER INVESTMENTS 8 (PTY) LTD
ADDRESS : SUITE 13, THE BUSINESS CENTRE,
2 NCONDO DRIVE, UMHLANGA RIDGE,
4320
TELEPHONE : (031) 830 5497
TELEFAX : (086) 528 5278
E-MAIL : brendan.falkson@intabaridge.co.za

B:
PURCHASER:



ADDRESS:

ID NUMBER :

INCOME TAX NUMBER:

TELEPHONE (H):.....

TELEPHONE (W):.....

CELLULAR:

TELEFAX:

E-MAIL:

D:

DESCRIPTION OF

PROPERTY SOLD: Erf: _____

Almond Bank, Registration Division FT,
Province of Kwazulu Natal, in the secure Estate
known as Intaba Ridge
in extent :

_____ m2

E:

PURCHASE PRICE:

(INCLUSIVE OF VAT)

(.....RAND)

R _____

F:

METHOD OF PAYMENT

OF PURCHASE PRICE

F1: R50 000.00 DEPOSIT

Payable on signature of this Contract.

F2: A second **deposit** of 10%:

R

Due on

All deposits payable to:

Garlicke & Bousfield Inc
Standard Bank
Branch Code: 040026
Account: 050 128 760
Please fax/email deposit slip/ proof of payment
To 031-570-5389
Attention: Graeme Phillips (Graeme.phillips@gb.co.za)
(Ref: name/Stand Number/ Intaba)

F3: The **balance of the purchase price** in the sum of: R_____ payable in terms of Clause 5.3 of this Agreement

G:
AMOUNT OF MORTGAGE
BOND REQUIRED BY
PURCHASER R_____
(NOTE BOND MAY INCLUDE PURCHASE PRICE
AND IMPROVEMENTS)

To be granted within **60 days** of signature of this Agreement by the PURCHASER as set out in Clause 6 of this Agreement.

H:
OCCUPATION DATE :

I.
OCCUPATIONAL INTEREST: _____
(IF APPLICABLE)

J:
ESTIMATED MONTHLY
LEVY: R 2500.00

K:
**LEVY STABILIZATION
PAYMENT:** R 7500.00

L:
CONVEYANCERS:

Garlicke & Bousfield Inc
Standard Bank
Branch Code: 040026
Account: 050 128 760
Please fax/email deposit slip/ proof of payment
To 031-570-5389
Attention: Graeme Phillips (Graeme.phillips@gb.co.za)
(Ref: name/Stand Number/ Intaba)

M:
ESTATE AGENT/ AGENT: _____

N:
COMMISSION: _____
Inclusive of VAT

O:
**LIFESTYLE CENTRE
MEMBERSHIP FEE:** R 29 500.00
+ VAT

P:
DRC FEE: N/A for Plot & Plan

R:ELECTRICITY AVAILABILITY FEE:
Payable monthly
after Registration Date R375.00

S:
GARDEN LANDSCAPING FEE:
OPTION 1: (minimum requirement) N/A for Plot & Plan

OPTION 2: (full plan)
N/A for Plot & Plan



**T:
OFFER TO PURCHASE:**

This offer shall remain open for acceptance from the date of signature by the PURCHASER until a date 30 (THIRTY) days after the date of signature of this Contract by the PURCHASER.

The annexed Conditions of Sale and Annexures to this Schedule, initialed by the SELLER and PURCHASER for identification purposes.

SIGNED BY THE SELLER on thisday of.....20....

WITNESS:

1.....

SELLER

SIGNED BY THE PURCHASER on this.....day of.....20...

WITNESS:

1.....

PURCHASER

We the Estate Agents, accept the benefits conferred upon us in terms of this
CONTRACT

ESTATE AGENT

CONDITIONS OF SALE

1. RECITAL

Whereas, in terms of this agreement, the PURCHASER intends purchasing a subdivision within Intaba Ridge.

And whereas it is a Subjective Condition of this Contract that the PURCHASER enter into a Building Contract with a Contractor within 21 (TWENTY ONE) days of acceptance of this CONTRACT by the SELLER.

And whereas the PURCHASER agrees to ensure that the appointed Contractor commences construction of the residential house (“Improvements”) on the Property, within 24 (TWENTY FOUR) months of the Registration Date and completes construction 12 (TWELVE) months after commencement.

And whereas the PURCHASER agrees that it shall be obliged to become a member of the HOA, which attends to the management, control and running of Intaba Ridge.

And whereas the PURCHASER acknowledges that the SELLER has made full disclosure of the SELLERS intention to make application for the development of a Second Phase in the Development, as indicated on the attached Layout Plan (Annexure “D”).

2. DEFINITIONS

For the purpose of the SCHEDULE and the CONDITONS OF SALE, unless the context indicates to the contrary:

- 2.1 “Architect” means the Architect appointed by the Seller, who shall, at the cost of the Purchaser, be responsible for the design and management of the Improvements to the Property;
- 2.2 “Articles” means the duly registered Articles of Association of the HOA. The Purchaser warrants that it has had sight of and has read and understands the Articles and considers them fair and reasonable and binding;
- 2.3 “Building Contract” shall mean the contract to be entered into between the Purchaser and the Contractor within 21 (TWENTY ONE) days of acceptance of this Contract by the Seller, and which reflects the terms and conditions under which the Contractor shall build the

Improvements on the Property, in compliance with the Plan (Annexure “A”), the Home Options (Annexure “B”) and the Plot and Plan Specifications (Annexure “C”);

- 2.4 “Contract” means the Schedule, Conditions of Sale and all Annexures thereto;
- 2.5 “Conditions of Sale” means these conditions of sale;
- 2.6 “Contractor” means a Contractor appointed by the Purchaser from the Sellers panel of Contractors;
- 2.7 “Common Property” means the land owned by the HOA to be utilized for the common benefit of all Purchasers and lawful occupiers of Property in the Development;
- 2.8 “Completion Date” means the date the Municipality or relevant Local Authority issue the beneficial completion or completion certificate for the Improvements to the Property;
- 2.9 “Deposit Advantage” means the Company issuing the guarantee for the Deposit as set out in E1.2 of the Schedule, it being recorded that the guarantee is issued at no cost to the Purchaser;
- 2.10 “Design Review Committee / DRC” shall mean a committee established by the HOA to review and approve all Building Plans, Landscaping Plans in accordance with Development Manual.
- 2.11 “Developer / Seller” means Sign Power Investments 8 (Pty) Ltd its successors in title or assigns;
- 2.12 “Development / Intaba Ridge” means the proposed Development on the Land;
- 2.13 “Development Manual” means the manual setting out the terms, conditions, Architectural Guidelines and building restrictions governing the building of the Improvements on the Property. The Purchaser warrants that it has had sight of and has read and understands the Development Manual and considers it fair and reasonable and binding and has signed the document as proof of the above;
- 2.14 “DRC Fee” means the fee set out in P of the Schedule payable to the DRC or HOA for the costs associated with the reviewing and approving of the building plans and specifications for the Improvements to the Property;

- 2.15 “Estate Agent / Agent” means the Estate Agent reflected in the Schedule;
- 2.16 “Environmental Management Plan / EMP” means the plan setting out the terms and conditions and indigenous theme, relating to the management of the gardens and common areas in the Development, The Purchaser warrants that it has had sight of and has read and understands the EMP and considers it fair and reasonable and binding and has signed the document as proof of the above;
- 2.17 “Improvements / Improvements to the Property” means the building of the Residential dwelling on the Property by the Contractor in terms of the the Building Contract;
- 2.18 “HOA” means the Almond Bank Home Owners Association / Intaba Home Owners Association (Association incorporated under Section 21) or any other name assigned to the HOA, appointed to manage generally the affairs of Intaba Ridge;
- 2.19 “Levy Stabilization Fund” means the fund established by the Developer for the benefit of the HOA, for projects of a Capital nature or emergency nature or generally which may, at the Developers discretion, benefit the HOA;
- 2.20 “Lifestyle Centre” means the sporting and recreational facilities for the use of the Purchaser and other purchasers in the Development;
- 2.21 “Managing Agent” shall mean the organization appointed by the Developer to manage, control and administer the daily running of the Development;
- 2.22 “Occupational interest” shall mean the amount reflected the Schedule;
- 2.23 “Occupation Date” for the purposes of this Contract means Registration Date or such earlier date as may be agreed between the Parties in writing as set out in Item H of the Schedule;
- 2.24 “Parties” shall mean the Purchaser and Seller either collectively or individually;
- 2.25 “Property” means the immovable Property referred to in item C of the Schedule;
- 2.26 “Registration Date” means the date upon which registration of transfer of the Property is effected into the name of the Purchaser in the Deeds Registry;

- 2.27 “Rules / Conduct Rules” means the Rules referred to in the Conditions of Sale, governing inter alia the conduct of the Purchaser. The Purchaser warrants that it has had sight of and has read and understands the Rules and considers them fair and reasonable and binding and has signed the document as proof of the above;
- 2.28 “Schedule” means the Schedule to which these Conditions of Sale are annexed;
- 2.29 “Second Phase” means the proposed future development within Intaba Ridge as indicated on the Layout Plan, Annexure “D” under the category, “Proposed Residential” and “Future proposed Sectional Title Development”;
- 2.30 Words importing the masculine gender include the feminine, neuter gender and vice versa;
- 2.31 Unless the context clearly indicates a contrary intention, the singular shall include the plural and vice versa;
- 2.32 The headings to the various clauses are intended only for reference purposes and shall not be taken into account in interpreting the Conditions of Sale.

3. SALE AND PURCHASE

The SELLER sells to the PURCHASER the Property for the Purchase Price on the terms and conditions set out herein.

4. PURCHASE PRICE

The Purchase Price is the amount set out in Item D1 of the Schedule.

5. PAYMENT OF PURCHASE PRICE

- 5.1. The Initial Deposit as set out in E1.1 of the Schedule is to be paid to the Conveyancers, on signature of this Contract, to be held in trust by them pending the Registration Date. The PURCHASER, by his signature hereto, authorizes the Conveyancers to invest such cash deposits in an interest bearing trust account with Investec Corporate Cash Manager or Nedbank Corporate Saver, in terms of section 78(2)A of the Attorneys Act, all

interest accruing thereon to be for the benefit of the PURCHASER until the Registration Date.

5.2. In the event of the PURCHASER electing to secure the Deposit as set out in E1.2 of the Schedule, this amount, shall be payable to the Conveyancers 12 (TWELVE) months after date of signature of this Contract.

5.3. The balance of the purchase price as set out in E1.3 of the Schedule shall be secured pending the Registration Date by:-

5.3.1 the payment of cash, to be invested by the Conveyancers as set out and on the same terms and conditions contained in 5.1 above; or

5.3.2 by the furnishing of a guarantee(s) from a Financial Institution acceptable to the SELLER and the Conveyancers;

provided such cash or guarantee shall be paid or delivered to the Conveyancers within 14 (FOURTEEN) days upon request for the same.

5.4 Such guarantee(s) shall be expressed to be payable on the Registration Date;

5.5 Notwithstanding anything to the contrary herein contained, inasmuch as the Purchase Price is the VAT inclusive price determined at the current rate of 15 (FIFTEEN) per cent, in the event of the rate at which VAT is chargeable being amended after the date of signature hereof by the Purchaser, but in circumstances in which the amended rate will apply to this transaction, then the purchase price shall be adjusted accordingly, the intention being that the Seller shall receive and retain the same amount after payment of VAT regardless of the rate at which VAT is payable.

5.5 The PURCHASER acknowledges that the Conveyancers are precluded by law from investing the Deposit and any other cash payments, until such time as the PURCHASER has complied with the FICA requirements as requested by the Conveyancers and that the Conveyancers shall not be liable for any lost interest as a result of delays by the PURCHASER to supply the necessary information.

6. MORTGAGE BOND

6.1. If this Agreement reflects a Mortgage Bond in Item G of the Schedule, then this CONTRACT is subject to the suspensive condition, that the PURCHASER, is able to obtain approval in principle or a quotation for a loan for the amount set out in Item G of the Schedule within **30 (THIRTY)** days from the date of signature of the Building Contract by the

PURCHASER, failing which this Contract shall become null and void and of no further force or effect.

- 6.2. The PURCHASER and SELLER undertake as far as is reasonably possible, to ensure that the Financial Institution granting the mortgage bond, instructs the Conveyancers to attend to the registration of the Mortgage Bond.
- 6.3. The PURCHASER acknowledges that he may be required, in terms of the Building Contract, to obtain mortgage finance to finance the Improvements to the Property. (See Note at Item G of the Schedule).
- 6.4. The SELLER agrees that the insertion of this clause relating to the MORTGAGE BOND and the suspensive conditions relating thereto are for the benefit of the PURCHASER and may be waived at any time, prior to the expiry thereof, in writing by the PURCHASER.

7. PLACE OF PAYMENT

All payments in respect of the Purchase Price, Occupational Interest, (if applicable) and Conveyancing costs shall be paid by the PURCHASER, free of bank exchange or commission, without deduction on demand, to the Conveyancers.

7. OCCUPATION

Occupation of the PROPERTY shall be given by the SELLER and taken by the PURCHASER on Registration Date.

9. HOA MONTHLY LEVY

- 9.1. The PURCHASER acknowledges that as from the Occupation date, he will be liable for the payment of an estimated monthly levy payable to the HOA in the amount set out in item J of the Schedule, and payable in advance on the 1st day of each and every month being the PURCHASERS share of the anticipated Total Costs of managing, operating, administering, securing, repairing and maintaining Intaba Ridge, which shall include inter alia, without restricting the generality of the foregoing, rates, taxes, sewerage, services, salaries, wages, licences, care and maintenance of the Common Property including gardens recreation facilities, the costs of water and electricity consumed in the Common Property, and other expenses and administration costs including the costs of collection or recovery of the said costs (all of which costs and charges are hereinafter referred to as "the Total Costs").

9.2. The amount of the levy will be determined solely by the HOA and will be calculated in accordance with the formulae set out in the Articles or the formula determined by the SELLER.

9.3. The PURCHASER acknowledges that he shall have no right to claim a refund from the HOA in respect of any amounts paid to it by way of the monthly levy.

9.4. The PURCHASER acknowledges that it shall be responsible for its own electricity and water, which shall be separately metered, and that payment of the Rates on the PROPERTY, shall be the responsibility of the PURCHASER.

10. RISK

The benefits of and risk in and to the PROPERTY shall pass to the PURCHASER on the Registration Date any Occupational Interest payable shall be paid to the Seller monthly in advance on the 1st day of each month and pro-rated for any portion of a month.

11. CONDITIONS AND SERVITUDES

11.1. The PROPERTY is sold subject to all conditions and servitudes contained in the Title Deeds, with which the PURCHASER acknowledges he has made himself fully aware and acquainted.

11.2. The PURCHASER acknowledges having satisfied himself as to the nature, locality, boundaries and extent of the PROPERTY.

11.3 Transfer of the PROPERTY shall be passed to the PURCHASER subject to the following conditions which have been imposed by the SELLER and which the PURCHASER acknowledges that it is aware of, and which may be registered against the title deed of the PROPERTY at the discretion of the SELLER:

11.3.1 that the PROPERTY may not be consolidated with any other Erf in Intaba Ridge or be further subdivided, without the prior written consent of the SELLER or HOA;

11.3.2 that the PROPERTY or any portion thereof or interest therein shall not be alienated, or transferred without the written consent of the HOA first being had and obtained;

11.3.3 subject to the provisions of the Clause relating to the registration of an omnibus servitude for HOA services;

11.3.4 subject to the issue of a clearance certificate by the HOA to the effect that its requirements and the Articles of HOA have been complied with.

12. IMPROVEMENT TO THE PROPERTY

12.1 The PURCHASER acknowledges the SELLERS concept of the development of Intaba Ridge, and in order for a high standard of quality to be maintained, It is necessary for the SELLER to impose specific conditions relating to the improvement of the PROPERTY, in respect of inter alia, the time period for the commencement of Improvements, the Development Manual, Construction and materials to be used,

12.2 The PURCHASER acknowledges that the SELLERS conditions relating to the improvement of the PROPERTY as set out in the Development Manual are fair and reasonable and undertakes to strictly adhere and assist in facilitating the wishes of the Architect and SELLER.

12.3 The PURCHASER shall not be entitled to effect any Improvements of whatsoever nature to the PROPERTY until Registration Date except with the express written consent of the SELLER.

12.4 The PURCHASER shall be obliged by no later than 24 (TWENTY FOUR) months of Registration Date, or such earlier date as may be required by the relevant Financial Institution granting the mortgage finance, to commence construction of the Improvements on the Property, provided:

12.4.1 the PURCHASER shall be obliged to strictly adhere to the provisions of this clause,

12.4.2 the PURCHASER shall be obliged to ensure the completion of such construction within a period of 12 (TWELVE) months from the date of commencement of building of the Improvements;

12.4.3 where the PURCHASER, his successors-in-title or assigns, fails to comply with the provisions contained in this Clauses 12, the SELLER shall at any time be entitled, but specifically not obliged, to impose or give the registered owner of the PROPERTY, being either the PURCHASER or his successors-in-title or assigns, 30 (thirty) days written notice to comply with the conditions failing which the SELLER may give written notice of its intention to either:

- 12.4.3.1 re-purchase the PROPERTY against payment to the registered owner of an amount equivalent to the original Purchase Price of the PROPERTY, upon registration of transfer back into the name of the SELLER.

In the event of the SELLER exercising this right, the PURCHASER, by its signature to this Contract, hereby grants and nominates the SELLER with **Special Power of Attorney**, as its agent and in its name and place and stead, without limitation, to sign all and any sale agreements and transfer documentation and any other documentation which may be required by the South African Revenue Services or the Deeds Registry or any documentation required by the Conveyancers to effect registration of transfer of the PROPERTY into the name of the SELLER, provided however that the Conveyancers have furnished the PURCHASER with notice of the SELLERS intention to proceed in terms of this Special Power of Attorney;

or alternatively,

- 12.4.3.2 to impose the penalties as set out in the clause headed MORA AND ARREARS, in this Agreement,

- 12.5. Any PURCHASER wishing to effect Improvements to his PROPERTY shall submit to the DRC and the SELLER, if requested by the SELLER, the documentation as stipulated in the Development Manual in order for the DRC to grant approval.
- 12.6 No construction work of any kind may commence on the Property until such time as all the approvals required in terms of Clause 12 have been obtained.
- 12.7 The PURCHASER shall be obliged to furnish the DRC with a stamped copy of the approved final building plans, as approved by the Local Authority, prior to commencement of building operations, provided that the DRC shall within 14 (FOURTEEN) days of receipt thereof either furnish its consent for the commencement of work on the PROPERTY or refuse such consent if the aforesaid building plans materially differ from those submitted in this Clause 12.



- 12.8 The PURCHASER undertakes to ensure that any Improvements to the PROPERTY are erected strictly in accordance with the approved building plans and specifications.
- 12.9 All Improvements effected to the PROPERTY shall be supervised by the Architect.
- 12.10 The SELLER or its nominee, shall at all times during the period of construction, be entitled to enter upon the PROPERTY for the purposes of inspecting the work and shall be entitled to condemn any Improvements which in its opinion are sub-standard, in which event the PURCHASER shall ensure that the Contractor makes good such Improvements to the standard acceptable to the SELLER.
- 12.11 The PURCHASER shall be obliged to adhere to the provisions contained in the EMP and shall ensure that all Landscaping is complete prior to occupation of the Property.
- 12.12 In the event of the SELLER no longer being a member of the HOA, then for the purposes of Clause 12, the HOA shall be substituted for the SELLER.
- 12.13 The PURCHASER acknowledges that in effecting the Improvements to the Property and in regard to the Improvements on all other subdivisions within the Development, the construction of Double-storey residential dwellings is permitted and the PURCHASER undertakes and agrees not to object or appeal against or in any way interfere with the Developers rights or the rights of any other Owners in Intaba Ridge in this regard.
- 12.14 The PURCHASER acknowledges and agrees to pay to the DRC the DRC FEE on demand.
- 12.15 The PURCHASER acknowledges and agrees that it shall, as required by normal building practice, be required to have a Geo-technical report on the Property by its appointed Engineer, and that the costs associated herewith are for the account of the PURCHASER.
- 12.16 The PURCHASER acknowledges and agrees that it shall at its own cost, be responsible for the design and implementation of the sewage disposal system on the PROPERTY, including the necessary Geotechnical Reports, Engineers certificates, and all other responsibilities associated therewith.

13. LEVY STABILISATION FUND

The PURCHASER agrees to pay to the HOA the LEVY STABILIZATION PAYMENT, being a non-refundable once-off levy, payable into the Levy Stabilization Fund, to be collected by the Conveyancers, on signature of the Transfer and Bond documentation.

14. RULES AND ARTICLES

- 14.1 The PURCHASER acknowledges that the SELLER and the directors of the HOA shall be entitled at all times to impose rules, in regard to, but not limited to the control of the HOA and that these rules are set out in detail in the Rules and Articles.
- 14.2 The PURCHASER undertakes and shall be obliged, with effect from the Occupation Date, to abide by such Rules and Articles as if he was the owner of the PROPERTY and to ensure that all tenants, nominees, invitees and other persons who occupy the PROPERTY and/enter upon the Development, by virtue of the PURCHASER'S rights hereto, do likewise.

15. SECURITY

- 15.1. The SELLER in developing the Land will install certain security systems, facilities and procedures and if it deems it necessary shall have the right to register a servitude adjacent to the perimeter security fence or walls for the use of security personnel.
- 15.2. The SELLER shall assign to the HOA the responsibility for maintaining and operating such security systems, facilities and procedures and the obligation of procuring any additional security requirements which the HOA might in due course deem necessary.

16. OMNIBUS SERVITUDE FOR HOA SERVICES

- 16.1. The PURCHASER acknowledges that in addition to any servitudes registered in favour of the Local Authority, it may be necessary for the PROPERTY to be subject to a general omnibus servitude in favour of the HOA, for the provision of storm-water drainage, water supply, telecommunications, radio and television services, sewerage and electricity supply, over or under the land.
- 16.2. Insofar as is possible and if and when required, the SELLER will use its best endeavor to ensure that any servitude which it requires over the

PROPERTY, will be placed as close as possible to a boundary or in such place where it is least likely to cause inconvenience to the PURCHASER as owner of the PROPERTY.

- 16.3. The PURCHASER shall afford the SELLER or HOA reasonable access to any such servitude for the purpose of installation, maintenance, removal or extension of such services.
- 16.4. The SELLER shall be solely responsible for all costs relating to the registration of any omnibus servitude required by it, as well as any other costs which might be incurred in terms of this Clause.

17. MEMBERSHIP OF HOA

- 17.1. The PURCHASER acknowledges that he shall be obliged to become a member of the HOA and undertakes to complete and sign the membership application form, on signature of this Agreement.
- 17.2. From the Occupation date, the PURCHASER and any other person deriving use of Intaba Ridge through the PURCHASER, shall be obliged to duly comply with all the obligations imposed upon members under the HOA'S Memorandum and Articles, the exact details of which are more fully set out in the Rules and Articles.
- 17.3. In terms of this Clause 17, if the PURCHASER is a Syndicate, Partnership or there are 2 (two) or more prospective co-owners, each such prospective co-owner must be accepted as a member of the HOA.

18. RE-SALE

- 18.1. The PURCHASER acknowledges that in the event of him wishing to dispose of the Property to the extent that he will require the services of an Agent, that the HOA shall have the right to nominate and appoint, from time to time, a panel of estate agents to market and sell properties in the Development.
- 18.2. The HOA undertakes to ensure that the agent's commission payable to the appointed estate agents shall not exceed the amount charged in terms of the recommended Estate Agents Tariff by Agents operating in the area.
- 18.3. In the event of the PURCHASER disposing of the Property, the PURCHASER acknowledges that he shall be obliged to utilize the Standard Sales documentation owned by the HOA or their nominee which incorporates the Rules and HOA documentation and that they

shall be obliged to pay to the HOA an agreed Administration fee for the use of this documentation of R2 000.00 (TWO THOUSAND RAND) plus VAT.

- 18.4 The PURCHASER acknowledges that the provisions of these clauses are fair and reasonable, due consideration being had to the specific requirements of the HOA and the complex nature of the development of the Land, and further agrees and undertakes to ensure that the Sale Agreement relating to such re-sale shall include inter alia, all the Purchasers benefits and obligations as contained herein.
- 18.5 It shall be a condition of re-sale in respect of all Property in Intaba Ridge, that the Purchaser therein shall be precluded from receiving transfer into his name of any Property purchased, until such time as his application for membership of the HOA has been approved and the HOA's consent in writing has been obtained for the purposes of effecting registration of transfer.

19. PURCHASERS GENERAL OBLIGATIONS

- 19.1 In the event that the PURCHASER is in Occupation of the PROPERTY, he shall maintain the PROPERTY in good state and permit the Trustees of the HOA at all reasonable times to enter on and inspect it. Should the PURCHASER fail to comply with the foregoing obligation, the HOA may at the Purchasers cost and expense expend any sum in repairing and maintaining the PROPERTY and recover such costs and expenses from the PURCHASER upon demand, in addition and without prejudice to any other remedy available to the HOA.
- 19.2 From the date of signature hereof to date of registration of transfer of the PROPERTY, the PURCHASER shall not in any manner alienate his rights thereto, except with the prior written consent of the SELLER first being obtained, provided always that no such consent shall be required for the alienation of the Purchasers right by testamentary disposition and provided that any beneficiary shall become bound by all the terms of this CONTRACT.

20. TRANSFER

- 20.1 The costs of registration of transfer of the PROPERTY and of any mortgage bond (if applicable), shall be paid by the PURCHASER. The PURCHASER shall within 7 (seven days) upon request by the Conveyancers, Easton-Berry Incorporated, furnish them with all the

necessary information and documentation which may be required by them to prepare the transfer and Bond documents and to effect registration of transfer into the name of the PURCHASER.

- 20.2 Registration of transfer shall take place on instruction from the PURCHASER and at the risk of the PURCHASER and the PURCHASER shall be liable for all wasted Conveyancing costs in the event of the PURCHASER cancelling this agreement or as a result of cancellation by the SELLER as a result of any breach by the PURCHASER, which may be deducted from the Deposit and interest accrued.
- 20.3 The PURCHASER acknowledges that registration of transfer may only be proceeded with once the Total Purchase Price and any related costs, have been paid and/or secured to the satisfaction of the SELLER and the Conveyancers.
- 20.4 The PURCHASER and SELLER acknowledge that the Conveyancers are precluded from proceeding to Registration Date until they have received a tax clearance on the PURCHASER and SELLER from the South African Revenue Services (“SARS”). In the event of the SARS deeming that the tax affairs of the PURCHASER are not in order the Conveyancers shall have the right on instruction from the SELLER to either place the PURCHASER in Mora or Breach in terms of this Contract.

21. DOMICILIUM (ADDRESS FOR THE SERVICE OF NOTICE)

- 21.1 The Parties choose as their respective domicilia citandi et executandi the addresses and telefax numbers stated in the Schedule, provided that the PURCHASERS domicilium as from the date of Possession, will be deemed to be the PROPERTY hereby sold.
- 21.2 Either party shall be entitled to change the domicilium address or telefax number by giving written notice thereof to the other which shall be delivered by hand or sent by telefax or by prepaid registered post.

22. BREACH OF CONTRACT

- 22.1 Should the PURCHASER or SELLER (“Defaulting Party”) breach any of the terms and conditions of this CONTRACT including a breach in terms of Clause 12.4.3, or fail to make any payment on due date and remain in breach after having been given 14 (FOURTEEN) days written notice to remedy such breach, the other Party (“Aggrieved Party”) shall be entitled to either:

22.1.1 claim immediate performance by the Defaulting Party of all his

obligations in terms of this CONTRACT and, in the event of the Purchaser defaulting, the Seller may declare the full balance of the purchase price to be at once due and payable, or

- 22.1.2 cancel the sale and repurchase (in the case of the SELLER) the property as provided in this CONTRACT
- 22.2 Should the SELLER cancel this sale as aforesaid, the SELLER shall be entitled to retake possession of the PROPERTY and, in addition, the SELLER shall be entitled to claim a penalty or such damages as the SELLER may have suffered, to resell the PROPERTY and to appropriate the proceeds thereof to the claim of the SELLER.
- 22.3 Should the PURCHASER dispute the SELLER'S right to cancel this CONTRACT, then pending the determination of that dispute, the PURCHASER shall be obliged on due date to continue making payment of all amounts payable by him, and the SELLER shall be entitled to accept those payments without prejudice to the SELLER'S claim for cancellation of this CONTRACT or any other rights whatsoever,
- 22.4 Should the SELLER instruct an Attorney to take any action against the PURCHASER arising from any breach of the PURCHASERS obligations in terms of this CONTRACT, the PURCHASER shall be liable for and shall pay all such Attorneys fees including collection charges, as between Attorney and client.
- 22.5 The PURCHASER acknowledges that no indulgence of any description or extension of time for making payments, performance of any obligations or forbearance to sue, granted by the SELLER to the PURCHASER shall be deemed at any time to be a waiver of the SELLER'S rights hereunder, and shall at all times be without prejudice to such rights.

23. BREACH OF RULES / ARTICLES.

- 23.1 Should the PURCHASER take Possession of the PROPERTY and during such time commit a breach of the RULES or ARTICLES notwithstanding the fact that his membership of the HOA may still remain to be finalised, the PURCHASER acknowledges and agrees that he will be bound by all the terms and conditions of the Rules and Articles as if he were in fact a member.
- 23.2 The HOA shall give written notice of any breach to the PURCHASER, either by hand delivery, fax or pre-paid registered mail calling upon the

PURCHASER to remedy such breach within 7 (SEVEN) days of receipt of notice.

23.3 Any act or omission on the part of the Purchasers family, his guests, tenants or invitees, shall be deemed to be an act or omission by the PURCHASER himself.

23.4 If deemed necessary by the SELLER, it shall be entitled to cede, assign or make over any rights it holds under this clause to the HOA, in order for the HOA to enforce the PURCHASERS compliance with the Rules, and the PURCHASER confirms that he will be fully bound by such cession, assignment or making-over.

24. NOTICE

24.1 Any notice which is given by either party to the other at its/his domicilium address or telefax number stated in this CONTRACT, shall be deemed to have been duly given:

24.1.1 If hand delivered; on the day on which hand delivery takes place, either by handing such notice to the PURCHASER or by placing/affixing it in a prominent place at the PURCHASERS domicilium.

24.1.2 If posted by pre-paid registered post; on the fourth day following the date of posting of such notice;

24.1.3 where sent by telephone facsimile to the PURCHASERS stated fax number in this CONTRACT; on the day on which the telephone facsimile is actually sent which date shall be established by reference to the aforesaid facsimile, machine's activity report used to send such facsimile notice.

25 .MORA AND ARREARS

25.1 In the event of the PURCHASER failing to comply with any terms or conditions of this CONTRACT on due date, as a result of which registration of transfer is delayed the SELLER shall, in addition to being entitled to enforce the provisions hereof, be entitled to claim from the PURCHASER in addition to any consideration for Possession or other amount payable in terms hereof, interest on the full Purchase Price at the rate at 2% (TWO) per percentum per annum above the prime lending rate charged from time to time by ABSA BANK from time to time, calculated from the date upon which the obligation in question fell due for performance up to the date upon which it was actually performed, or for the period of any delay in registration of transfer

which results therefrom, which period shall be determined solely by the Conveyancers.

25.2 For the purposes of this clause the PURCHASER shall be deemed to be responsible for any delay in the registration of transfer which is caused by failure on the part of any Financial Institution from which he obtains mortgage finance or any Conveyancer nominated by such Financial Institution to procure the issue of guarantees as contemplated in this Agreement and to lodge documents in the Office of the Registrar of Deeds when called upon to do so by the Conveyancers.

25.3 The Purchaser shall be liable for interest on any amounts in Arrears at a rate equal to the Mora Penalty reflected in this Clause.

26. JURISDICTION

The parties hereby consent to the jurisdiction of any Magistrate's Court having jurisdiction under Section 28 of the Magistrate's Court Act No 32 of 1944 as amended; notwithstanding that such proceedings are otherwise beyond the jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court pursuant to Section 45 of the Magistrate's Court Act.

27. AGENTS COMMISSION

27.1 The Parties acknowledge that this CONTRACT has been concluded through the Estate Agent referred to in the Schedule and that the SELLER shall pay commission to the Estate Agent at the rate reflected in the Schedule.

27.2 The SELLER by its signature hereto authorises the payment of such commission to the Estate Agent by whomsoever shall have control of the Purchase Price against registration of transfer.

27.3 It is recorded that the PURCHASER was not introduced to the Property or the SELLER by any person, other than the Estate Agent.

27.4 Should this CONTRACT be cancelled as a result of any breach by the PURCHASER to carry out any of his obligations hereunder, then the PURCHASER shall be liable to the SELLER for the commission of the ESTATE AGENTS.

27.5 In the event of there being a dispute in terms of this clause it shall not affect the validity of this agreement and the terms and conditions of this CONTRACT shall remain in full force and effect, this Clause being severable from the remainder of this CONTRACT.

28. WHOLE CONTRACT

This CONTRACT together with the Annexures hereto, constitutes the entire CONTRACT between the SELLER and the PURCHASER and no variation or addition shall be of any force or effect unless reduced to writing and signed by both the SELLER and PURCHASER.

29. LIFESTYLE CENTRE

The PURCHASER agrees to pay to the SELLER, the Lifestyle Centre Membership Fee, being a non-refundable once-off payment, as set out in the Schedule, without set-off or deduction, such amount to be paid directly to the SELLER or to be collected by the Conveyancers, on or before Registration Date.

30. COMMUNAL SEWAGE

The PURCHASER agrees to pay to the Developer, the Communal Sewage Connection Fee, being a non-refundable once-off payment, as set out in the Schedule, without set-off or deduction, such amount to be paid directly to the Developer or to be collected by the Conveyancers, on or before Registration Date. The PURCHASER hereby authorizes the Conveyancers to invest these Fees in an interest bearing Trust account in terms of Section 78(2)A of the Attorneys Act as per the Deposit, all interest for the benefit of the PURCHASER until Registration Date, whereupon the Conveyancers shall release the capital to the Developer and all accrued interest, less their usual fee to the PURCHASER.

31. SUBJECTIVE CONDITION

This CONTRACT is subject to the PURCHASER entering into a Building Contract with a Contractor on the builder's panel within 21 (TWENTY ONE) days of acceptance of this CONTRACT by the SELLER, failing which this CONTRACT shall be deemed null and void and of no further force or effect. This building agreement will include provisions for retention and a snag-list. Any breach of the building contract shall be a breach of this agreement.

32. ELECTRICITY AVAILABILITY FEE

The PURCHASER agrees to pay the Electricity Availability Fee as reflected in the Schedule, to the HOA, such payments to commence after Registration Date and to be payable monthly on demand.

33. SPECIAL CONDITIONS

