

SCHEDULE OF INFORMATION AND DEFINITIONS

1. DETAILS OF SELLER

Seller's full name / company name / name of trust:		
Identity number / registration number / master's reference number:		
Seller's marital status (ANC/COP):		
Seller's physical address		
Code:		
Seller's postal address:		
Code:		
Seller's e-mail address:		
Seller's telephone numbers:	Cell:	
	Home:	Business:

2. DETAILS OF PURCHASER

Purchaser's full name / company name/ name of trust:		
Identity number / registration number / master's reference number:		
Purchaser's marital status (ANC / COP):		
Purchaser's physical address (Purchaser's chosen <i>domicilium citandi et executandi</i> **)		
Code:		
Purchaser's postal address:		
Code:		
Purchaser's e-mail address:		
Purchaser's telephone numbers:	Cell:	
	Home:	Business:

** The Purchaser's physical *domicilium* address must be an address located within the borders of the Republic of South Africa. If the Purchaser fails to appoint a physical *domicilium* address or the address so chosen is neither a physical address nor located within the borders of the Republic of South Africa, it shall be deemed that the Purchaser by his omission, elected the address of the property as identified in clause 3 hereof, as his chosen *domicilium citandi et executandi*.

3. PROPERTY / LAND

ERF No:	in the township registered as ST FRANCIS LINKS GP No 1972 of 2006		
In extent:	m²		
Which is an	Improved Property		(indicate with x)
Situated at	(physical address)		

4. PURCHASE PRICE

One Share and Price of Share in Links Golf Club (RF) Limited	No: 1 (ONE)	R
Purchase Price of Property		R
TOTAL PURCHASE PRICE		R

5. PAYMENT OF PURCHASE PRICE

5.1	Deposit payable on the latest of the Signature Date Or by (insert date)	R
5.2	Balance of Cash Purchase on the Transfer Date	R

6. SELLING PRACTITIONER _____ of _____

Commission: _____ % = R _____ (incl VAT) or Fixed amount of R _____ (incl VAT)

7. MORTGAGE BOND AND SALE OF PURCHASER'S PROPERTY

If the sale is subject to the Purchaser obtaining a Mortgage Bond as per clause 14 of the Conditions of Sale:

Mortgage Bond Amount	R	Period of Approval	Days
----------------------	---	--------------------	------

If the sale is subject to the sale of the Purchaser's Property as per clause 2.4 of the Conditions of Sale:

Description of Second Property	_____
Minimum selling price as per clause 2.4.1.1 of the Conditions of Sale	_____
Date to conclude a sale as per clause 2.4.1.1 of the Conditions of Sale	_____
Date of fulfilment as per clause 2.4.1.2 of the Conditions of Sale	_____

8. EXPIRY DATE OF ACCEPTANCE _____ (DATE) _____ (TIME)**9. OCCUPATIONAL RENT**

The Occupation Date	Occupational Rent / Interest R (monthly)
---------------------	---

10. DEFINITIONS

- 10.1. **"Agreement"** means the Schedule of Information and Definitions and all Annexures thereto including the Conditions of Sale (Annexure "A");
- 10.2. **"Association"** means the St Francis Links Homeowners Association NPC No 2006/017273/08;
- 10.3. **"Balance Purchase Price"** means the amount referred to in clause 5.2 of the Schedule of Information;
- 10.4. **"Conveyancer"** means (*insert name of conveyancer*) _____

Conveyancer Contact Person _____ Conveyancer Tel No _____

Conveyancer E-mail Address _____

- 10.5. **"Deposit"** means the amount referred to in clause 5.1 of the Schedule of Information;
- 10.6. **"Developer"** means St Francis Golf Links (Proprietary) Limited Registration Number 1998/009425/07;
- 10.7. **"Estate"** means the St Francis Links Estate the current boundaries of which are shown on the General Plan;
- 10.8. **"General Plan"** means the General Plan No 1972/2006 as approved by the Surveyor General;
- 10.9. **"Golf Club"** means Links Golf Club (RF) Limited No 2006/017924/06;
- 10.10. **"Land"** means the property as per clause 3 of the Schedule of Information;
- 10.11. **"Levy Stabilisation Fund"** means the fund established for purposes of subsidising day-to-day expenditure and/or meeting unforeseen expenditure of the Association in relation to the common immovable property in the estate and which shall be funded by way of the once-off contribution contemplated and which the Association may and shall only use to defray expenditure in relation to the common immovable property;
- 10.12. **"MOI of the Association"** means the Memorandum of Incorporation of the Association;
- 10.13. **"MOI of the Golf Club"** means the Memorandum of Incorporation of the Golf Club;
- 10.14. **"Occupation Date"** means the date as per clause 9 of the Schedule of Information above on which the Purchaser will receive the keys to the Property and as agreed, may officially occupy the Property;
- 10.15. **"Plan"** means the Plan annexed hereto as Annexure "B";
- 10.16. **"Possession"** means the Purchaser taking legal possession of the Property which shall be the Transfer Date;
- 10.17. **"Practitioner"** means a person as defined in Section 1 of the Property Practitioner's Act, 2019, including a candidate property practitioner, and previously referred to as an estate agent;
- 10.18. **"Property"** means the Property as per clause 3 of the Schedule of Information above, together with the Share as per clause 4 of the Schedule of Information;
- 10.19. **"Property Practise"** means the property practise as per clause 6 of the Schedule of Information;
- 10.20. **"Purchaser"** means the Purchaser as per the Schedule of Information, clause 2;
- 10.21. **"Purchase Price"** means the total Purchase Price as per the Schedule of Information, clause 4;
- 10.22. **"Rules"** means the Conduct Rules referred to in clause 8.6 of the Conditions of Sale and Annexure G and I hereto;
- 10.23. **"Schedule of Information"** means this Schedule of Information, which forms an integral part of this Agreement;
- 10.24. **"Second Property"** means the property of the Purchaser referred to in clause 7 of the Schedule of Information, if applicable;
- 10.25. **"Seller"** means the Seller as per the Schedule of Information, clause 1;
- 10.26. **"Share"** means the Share in the Golf Club relating to Ownership and Membership in the Golf Club, sold to the Purchaser in terms of this Agreement;
- 10.27. **"Signature Date"** means the date of signature of this Agreement by the Seller;
- 10.28. **"Transfer Date"** means the date of registration of transfer of the Property into the name of the Purchaser;
- 10.29. **"VAT"** means Value Added Tax as determined by the Value Added Tax Act, as amended from time to time;
- 10.30. clause headings are inserted purely for convenience and shall not be relevant in interpreting the contents of the clauses to which they relate;
- 10.31. words importing a gender shall include all genders and the singular shall include the plural and *vice versa*;
- 10.32. if any provision of this Agreement is unenforceable for any reason whatever, such provision shall be deemed to be separate and severable from this Agreement, without in any way affecting the validity of the remaining provisions of this Agreement;

10.33. no indulgence or relaxation which the Seller may allow to the Purchaser in regard to the carrying out of the Purchaser's obligations in terms of or pursuant to this Agreement shall prejudice the Seller's rights under this Agreement in any manner whatsoever, or be regarded as a waiver of the Seller's rights in terms of this Agreement, or be construed to act as an estoppel against the Seller to otherwise strictly enforce compliance of the Purchaser's obligations in terms of this Agreement.

PREAMBLE:

WHEREAS:

- a) The Developer has developed the Estate;
- b) The development includes residential areas, a golf course, club house and other facilities;
- c) The Seller has agreed to sell to the Purchaser a residential erf or dwelling in the development and a share in Links Golf Club (RF) Limited which owns the Golf Course and Club House.

NOW THEREFORE THE SELLER HEREBY SELLS AND THE PURCHASER HEREBY PURCHASES THE PROPERTY AND SHARES SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND IN THE CONDITIONS OF SALE ANNEXED HERETO AS ANNEXURE "A":

11. SPECIAL CONDITIONS AND AMENDMENTS TO CONDITIONS (if any)

THE PURCHASER BY HIS SIGNATURE HERETO ACKNOWLEDGES AND AGREES THAT HE HAS BEEN FURNISHED WITH AN ELECTRONIC COPY OF AND WARRANTS THAT HE HAS FAMILIARISED HIMSELF WITH AND IS BOUND BY THE CONDITIONS IN THIS AGREEMENT OF SALE AND ANNEXURES THERETO AND THAT HE IS SATISFIED WITH THE CONTENT THEREOF:

Annexure B	Layout of the Estate
Annexure C	Architectural Standards and Town Planning Controls
Annexure D	Land Design Protocol
Annexure E	Memorandum of Incorporation of the Association
Annexure F	General Information, Aims & Objectives
Annexure G	Conduct Rules of the Homeowners Association
	(a) Visitor Access Procedures
	(b) Guide to Penalty Levies
Annexure H	Memorandum of Incorporation of the Golf Club
Annexure I	Conduct Rules of the Golf Club
Annexure J	Summary of Membership of the Golf Club
Annexure K	Seller's Declaration and Disclosure

It is recorded that copies of the above Annexures B to K are available electronically on the homeowner log in section of the website (www.stfrancislinks.com) and may also be obtained from or perused at the offices of the Association, 1 Jack Nicklaus Drive, St Francis Bay (Tel +27 42 200 4500).

SIGNATURES

SIGNED by the **SELLER** at this day of 20

AS WITNESSES: for and on behalf of

1.

2.

.....
SELLER

SIGNED by the **PURCHASER** at this day of 20

AS WITNESSES:

1.

.....
Full name of **PURCHASER** or duly authorised representative

2.

.....
PURCHASER'S CONSENTING SPOUSE
(if applicable)

.....
Signature of **PURCHASER** or duly authorised representative who warrants that he/she is duly authorised and accepts liability as set out in clause 16 of the Conditions of Sale, the content of which he/she is fully acquainted with.

SIGNED by the **PROPERTY PRACTISE** at this day of 20

.....
PRACTITIONER'S SIGNATURE

.....
PRINCIPAL PRACTITIONER SIGNATURE

Practitioner's FFC:

Practice's FFC:

SIGNED by the **ASSOCIATION** and the **GOLF CLUB** at this day of 20

AS WITNESSES:

1.

.....
Being duly authorised hereto by a Resolution of the Directors of the Association and the Golf Club, hereby accepting the benefits conferred upon the Association and the Golf Club in terms of this Agreement of Sale.

2.

ANNEXURE "A"

CONDITIONS OF SALE

1. PURCHASE PRICE

The Purchase Price is the Total Purchase Price stipulated in clause 4 of the Schedule of Information.

2. PAYMENT OF THE PURCHASE PRICE

2.1 The Purchase Price shall be paid by the Purchaser to the Seller as follows:

2.1.1 The Deposit on the latest of the Signature Date or the date referred to in clause 5.1 of the Schedule of Information, or by the date stipulated in clause 5.1 of the Schedule of Information, by the Purchaser to the Conveyancer;

2.1.2 The Balance Purchase Price against transfer.

2.2 Within 30 (thirty) days after the Signature Date, the Purchaser shall deliver to the Conveyancer an irrevocable guarantee or guarantees payable to the Conveyancer issued by the bank or other financial institution reasonably acceptable to the Seller for payment of the Balance Purchase Price in accordance with the provisions of this Agreement or alternatively, deposit in the trust account of the Conveyancer the Balance Purchase Price. Such guarantee shall be expressed to be payable against registration of transfer of the Property in favour of the Purchaser and shall not be subject to any other conditions.

2.3 All of the payments referred to in clause 2.1 and 2.2 above shall be held in trust by the Conveyancer and shall be paid to the Seller against transfer. The Conveyancer is irrevocably authorised to invest such deposit/s in an interest-bearing account in terms of Section 86(4) of the Legal Practice Act, with a bank or other financial institution of their choice. All interest earned shall accrue to the Purchaser pending registration of transfer. The Purchaser acknowledges that the Purchaser's invested funds are not protected against a possible liquidation of the bank with which they are invested.

2.4 Sale of Purchaser's Property (*if applicable*)

2.4.1 It is recorded that the Purchaser is the owner of the Second Property which has been or is to be sold to a third party. The Seller acknowledges that the Purchaser requires the proceeds of the sale by him of the Second Property in order to meet his commitments under this Agreement. It is accordingly agreed that this Agreement is subject to the following additional suspensive condition consisting of four parts:-

2.4.1.1 if the Purchaser has not yet concluded an agreement of sale in respect of the Second Property, he shall, by not later than the date referred to in clause 7 of the Schedule of Information, have concluded an agreement for the sale of the Second Property for not less than the amount referred to in clause 7 of the Schedule of Information; and

2.4.1.2 all suspensive conditions contained in that agreement for the sale of the Second Property shall be fulfilled by not later than the date referred to in clause 7 of the Schedule of Information; and

2.4.1.3 the Purchaser shall be furnished with a guarantee securing payment to the Purchaser of the purchase price (or part thereof) of the Second Property and a copy of such guarantee is to be furnished by the Purchaser to the Seller by not later than 30 days after the date referred to in clause 2.4.1.2 above; and

2.4.1.4 transfer of the Second Property shall be registered into the name of the Purchaser thereof within 90 (ninety) days after the date referred to in clause 2.4.1.3 above.

2.4.2 The Purchaser shall within 30 (thirty) days after compliance with his obligation in terms of clause 2.4.1.1 above and (if applicable) fulfilment of the condition referred to in clause 2.4.1.2 above, whichever occurs last, lodge with the Conveyancer a guarantee or guarantees which shall:-

2.4.2.1 be issued by an Institution or Institutions, the terms and conditions whereof shall be reasonably acceptable to the Seller or the Conveyancer on his behalf; and

2.4.2.2 secure payment of the Balance Purchase Price of the Property to the Seller and/or his nominee/s on registration of transfer of the Property into the name of the Purchaser and registration of a mortgage bond, if applicable.

- 2.4.3 The Purchaser and the Seller undertake to co-operate with each other to procure as far as possible that the transfer of the Property and the Second Property shall be linked in the conveyancing and financing processes, it being their intention that the transfers and payments shall take place simultaneously. The Purchaser and the Seller hereby authorise their respective conveyancers to take such reasonable steps as may be necessary or conducive for the implementation of their aforesaid intention.

3. TRANSFER OF THE PROPERTY AND THE SHARE

- 3.1. Transfer of the Property shall be effected by the Conveyancer as soon as reasonably possible after:-
- 3.1.1 the Purchaser has complied with his obligations in terms hereof; and
- 3.1.2 all Conditions required to be complied with before registration of transfer may be effected, and clearance for transfer has been issued by all relevant authorities including the Association and the Golf Club.
- 3.2. The Purchaser shall within seven (7) days of being called upon by the Conveyancer to do so, furnish the Conveyancer with such information and sign such documents as may be reasonably required by the Conveyancer for the purposes of transfer.
- 3.3. The Purchaser shall, in addition upon request by the Seller's conveyancer, pay all costs of and incidental to the passing of transfer (including VAT on such costs where applicable), transfer duty, bond costs, affidavits, bank charges, conveyancing fees and disbursements and all other costs which have to be incurred in order to comply with statutes or other enactments or regulations relating to the passing of transfer of the Property.
- 3.4. Transfer of the Property shall be given to and taken by the Purchaser as soon as is reasonably practicable in the circumstances, provided that the Purchaser has complied with all of his obligations under this Agreement and:-
- 3.4.1 In accordance with the General Plan;
- 3.4.2 Subject and entitled to:-
- 3.4.2.1 such conditions or servitudes as are mentioned or referred to in the current Title Deeds to the Land; and
- 3.4.2.2 the Conditions of Subdivision and the registration thereof, to the extent that they are (in the sole discretion of the Conveyancer) capable of registration; and
- 3.4.2.3 the Conditions herein contained and the registration thereof to the extent that they are (in the sole discretion of the Conveyancer) capable of registration;
- 3.4.2.4 servitudes that may be designated on the General Plan including the reciprocal rights of way relating to those erven which have been designated for the construction thereon of lodges over and in favour of private open spaces.
- 3.4.3 Without any water rights to which the Land may be entitled and any such rights shall be reserved to the remainder of the Land excluding those portions designated on the General Plan as residential erven.
- 3.5. The Seller undertakes to hand duly signed share transfer forms together with a copy of the share certificate to the Conveyancer on or before Transfer Date to enable the transfer of the share. Original share certificates are held by the Company Secretary of the Golf Club pending resale of the Property in due course by the Purchaser. In the event of the Purchaser not being a South African resident for tax purposes, the Company Secretary shall make the original share certificate available to the Purchaser to enable it to obtain endorsement of the share certificate as non-resident by an authorised dealer for exchange control purposes. Upon endorsement having been effected, the Purchaser shall deliver the endorsed certificates back to the Company Secretary.
- 3.6. The Purchaser hereby irrevocably authorises the Company Secretary to sign all transfer forms on the Purchaser's behalf, upon resale of the Property.

4. POSSESSION

- 4.1 Possession of the Property shall, subject to all suspensive conditions herein contained having been fulfilled, and the Purchaser having complied with all its obligations in terms of this Agreement, be given to and taken by the Purchaser on the Transfer Date, from which date the Property shall be held by the Purchaser for his benefit and at his risk and expense.
- 4.2 The Purchaser shall forthwith on demand refund to the Seller a pro-rata amount equal to all rates and taxes, levies and subscriptions, like charges and other levies contemplated in this clause 4 prepaid by the Seller beyond the Transfer Date.

- 4.3 The Purchaser will become a member of the Association (as contemplated in clause 8) and a shareholder of the Golf Club (as contemplated in clause 7) on the Transfer Date and the Purchaser shall be bound by the MOI of the Association and the MOI of the Golf Club and all Annexures including the Rules with effect from the Transfer Date.
- 4.4 The Purchaser shall be liable for all levies and subscriptions (contemplated in clause 7.4) in respect of the Property as imposed by the Association and the Golf Club as from the Transfer Date.
- 4.5 In addition to the levies and subscriptions, the Purchaser also accepts liability with effect from the Transfer Date for payment of the compulsory levy prescribed from time to time which is due under the Community Schemes Ombud Service Act No. 9 of 2011 as amended from time to time, which levy the Association is required to collect and pay over to the Community Schemes Ombud Service on behalf of each property owner.
- 4.6 The Purchaser acknowledges that on the date of Possession the Estate may be incomplete and that he and every person claiming occupation and use through him may suffer inconvenience from building operations and from noise and dust resulting therefrom and the Purchaser shall have no claim whatsoever against the Seller, the Association or the Developer by reason of any such inconvenience.
- 4.7 The Purchaser shall be entitled to beneficial occupation of the Property and the Property shall be used for residential purposes only and for no other purpose whatsoever. The maximum number of persons that shall be entitled to occupy the Property shall be determined by multiplying the number of bedrooms of any dwelling erected on the Property by two.
- 4.8 The Purchaser waives all claims against the Seller, Developer, the Association and Golf Club for any loss or damage to property or any injury to a person which the Purchaser and his family, guests or tenants may sustain in or about the Property, or on any other portion of the Estate and indemnifies the Seller, Developer, Association and Golf Club against any such claim that may be made against the parties by a member of the Purchaser's family or any tenants, nominees, guests, invitees or any other person who occupies the Property and/or goes upon the Estate by virtue of the Purchaser's rights thereto, for any loss or damage to property or injury to person suffered in or about the Property, or any other part of the Estate howsoever such loss or damage to property or injury to a person may be caused. This shall include but not be limited to any loss, injury or damage to property as a result of stray golf balls.

5. VOETSTOOTS

- 5.1 Save as set out herein, the Property is sold 'voetstoots', as it now stands, with any patent or latent defects and the Seller gives no warranties with regard to the condition thereof, whether express or implied.
- 5.2 The Property is sold subject to all conditions and servitudes contained in the current and antecedent Title Deeds and to those servitudes that may be designated on the General Plan.
- 5.3 The Seller, Association, Golf Club and the Developer accept no liability whatsoever for loss or damage of whatever nature directly or indirectly arising from or caused by subsidence or faults in the Property or in the vicinity of the Property. The Purchaser shall be responsible for the cost of any special foundation measures required on the Purchaser's Property in connection with the erection of any improvements thereon.
- 5.4 The Property is sold subject to all conditions and servitudes attaching thereto. The Purchaser acknowledges that he has satisfied himself by personal inspection, or by means of independent sources of information and also concerning all advantages and disadvantages attaching to the Property and hereby agrees that the Seller and the Developer shall not be liable to him in respect of any failure by the Seller or his Practitioner to inform him of any such qualities.
- 5.5 The Property is sold subject to such conditions as are or may hereafter be imposed by any relevant authority, including the conditions imposed in respect of the setback lines on the property and of the rezoning and/or subdivision of the land of which the Property forms part.
- 5.6 The Property is furthermore sold subject to the provisions of the MOI of the Association and the MOI of the Golf Club and the Architectural Standards and Town Planning Controls referred to in clause 8 below.
- 5.7 Neither the Purchaser nor the Seller shall be liable to pay for any excess or shortfall in the extent of the Property. In the event that the variation in the extent is found to be greater than 10% of the extent set out in the Schedule of this agreement, the Purchaser will have the right within 30 days after notification, to rescind from this Agreement of Sale by giving the Seller written notice to that effect.
- 5.8 The Property will be situated approximately as shown on the Plan of the Estate (Annexure B hereto) and has either been pointed out to the Purchaser or its Practitioner by or on behalf of the Seller, nor the Association or has been identified to the Purchaser or its Practitioner on the said Plan of the Estate.
- 5.9 The Purchaser has inspected the Plan of the Estate and / or the General Plan and declares himself to be fully acquainted with all relevant particulars relating to the Property as shown on the Plan of the Estate and / or the General Plan as well as the situation and extent and soil condition thereof. The Seller makes no warranties in respect of the condition of the soil and accepts no responsibility in respect of the usability thereof.
- 5.10 The Purchaser acknowledges that he has not been influenced or induced into entering this Agreement by any express or implied information, statement, warranty or representation in any way given or made by or on behalf of the Seller, the Association, or the Golf Club, or information and details contained in any advertising material, pictures, drawings or brochures, other than is set out in this Agreement. The Seller, the Association and the Golf Club shall not be bound

by any representation contained in any advertising material of whatever nature and the Association and/or the Golf Club shall be entitled to exclude and/or relocate any facilities as may be indicated on any advertising material, models and brochures.

- 5.11 Insofar as may be necessary for the installation of surveillance and communications systems, water pipes, irrigation and any services, the Purchaser hereby consents to the requisite servitudes to be registered over the Property and undertakes, when requested to do so, to sign all documents as may be necessary for such purpose.
- 5.12 The Purchaser acknowledges and agrees that he has satisfied himself as to the condition of the Property and it is agreed that the Seller and the Association shall not be required to level the Property or to carry out any earthworks, tree or bush clearing, demolitions or landscaping in respect thereof.
- 5.13 **SELLER'S DECLARATION** *(delete if the Property constitutes a vacant erf)*
As per the Seller's declaration attached hereto (refer Annexure K), all permanent structures, additions, alterations and extensions in and on the Property are constructed in accordance with plans which have been approved by the local authority.
- 5.13.1 **DISCLOSURE BY SELLER:** As at the Signature Date, the Seller / authorised representative make the disclosures as set down in Annexure K hereof, concerning the condition of the Property.
- 5.13.2 **PURCHASER'S ACKNOWLEDGEMENT:** The Purchaser acknowledges that he has been informed that he shall be entitled to obtain professional advice insofar as the state of the Property is concerned, that he has inspected the Seller's Declaration as set down in Annexure K hereto and that he has satisfied himself as to the condition of the Property. The Seller does not possess all the professional expertise or technical skill required to detect any and all defects in respect of the Property and, as such, this disclosure in no way constitutes a warranty insofar as the state of the Property is concerned.

6. THE DEVELOPMENT

- 6.1 It is recorded that:
- 6.1.1 The development has been developed in accordance with the Plan of the Estate and the General Plan;
- 6.1.2 The Association shall be entitled to vary the Plan of the Estate provided that the rights of the Purchaser shall not be materially affected thereby;
- 6.1.3 The description of the Property referred to in clause 3 of the Schedule of Information is for identification purposes only and the final description of the Property reflected on the General Plan of the development as approved by the Land Surveyor General shall be final and binding on the parties;
- 6.1.4 In terms of the MOI of the Association, the Association has the right to extend or alter the area or composition of the development by incorporating into the development any property acquired by the Association from time to time which the Association shall be entitled to develop as it may deem fit;
- 6.1.5 Should any part of the said properties be incorporated into the development, the Association shall be entitled to require that all owners of the incorporated erven and their successors in title become members of the Association in respect of that part and from such date as the Association may determine, and on the same terms and conditions as are applicable to the other members of the Association.

7. THE GOLF CLUB

- 7.1 The Purchaser shall become a member of the Golf Club on the Transfer Date and shall remain a member for as long as the Purchaser is the registered owner of the Property.
- 7.2 In the event of the Purchaser disposing of the Property he shall cease to be a member and his membership shall terminate immediately upon the Transfer Date and he shall be required to sell his Share to the Purchaser of the Property as one indivisible transaction.
- 7.3 The Purchaser shall be entitled to make use of the clubhouse and he may acquire playing rights to use the golf course in accordance with the Conduct Rules and Membership Structure of the Golf Club as contemplated in Annexures I and J hereto.
- 7.4 Club subscriptions shall be payable and greenfees may be payable as determined from time to time in accordance with Annexures H, I and J hereto.
- 7.5 The Purchaser will be and remain bound by the provisions of the MOI of the Golf Club for so long as the Purchaser is a member of the Golf Club whether the Purchaser is a golf playing member or not.
- 7.6 The Purchaser confirms that he has had full insight into Annexure H, I and J and he has acquainted himself with the provisions thereof.

8. THE ASSOCIATION

- 8.1 It is recorded that the Association has been incorporated for an object related to a communal or group interest being to manage the estate for the benefit of all members, including the management, development and maintenance of all facilities on the estate and all related or ancillary activities necessary for or incidental to the main object..
- 8.2 The Purchaser shall become a member of the Association on the Transfer Date and shall remain a member for as long as the Purchaser is the registered owner of the Property.
- 8.3 The Purchaser confirms that he has had full insight into the MOI of the Association (Annexure E) and Conduct Rules of the Association (Annexure G, with (a) and (b)) and the Golf Club (Annexure I), the Architectural Standards and Town Planning Controls (Annexure C) as well as the other annexures referred to herein and has acquainted himself with the provisions thereof.
- 8.4 The Purchaser acknowledges furthermore that he is aware of the following provisions and hereby agrees to be bound thereby:
- 8.4.1 In terms of the MOI of the Association and the company rules of the Association, there are standards and guidelines for the design of buildings and no person shall be entitled to construct any building or other structure on the Property until the plans and specifications relating thereto have been approved in terms of the MOI of the Association as well as the building procedures and obligations of the Purchaser, as amended from time to time and as available from the Association; and
- 8.4.2 In terms of the MOI of the Association and specifically in accordance with the company rules of the Association, the members of the Association are required to pay levies to meet the expenses of the Association, including the costs of maintaining the services and other amenities within the Estate; and
- 8.4.3 The Purchaser's builder and any related contractors will be required to comply with all the rules and protocols stipulated by the Association; and
- 8.4.4 The Purchaser will be allowed to use a qualified architect or architectural technician for the drawing of his building plans. All building plans will however have to be approved in terms of clause 8.4.1 above.
- 8.5 It is a term of this Agreement that the following conditions will be inserted in the Title Deed to the Property in the following form or in such other form as may be acceptable to the Registrar of Deeds, all of which are imposed as conditions in favour of the Association and the Golf Club:-
- 8.5.1 the owner of the Property, or of any subdivision thereof, or of any sectional title unit erected thereon, or of any interest therein or thereto, ("the owner") shall not be entitled to transfer the Property, or any subdivision or consolidation thereof, or any unit or any interest therein, without the Association's and Golf Club's prior written consent which will not unreasonably be withheld, nor without the Association and Golf Club having confirmed in writing that all amounts due to it by the owner have been paid;
- 8.5.2 the Seller acknowledges that in the event of the Seller disposing of the Property, then in that event, the Seller acknowledges that it shall be responsible for payment of an administration levy charged by the Association or its nominee in consideration for attending to the formalities of the Association in this regard. The aforesaid administration levy charged by the Association or its nominee shall be in the sole discretion of the Association;
- 8.5.3 the Seller acknowledges that in the event of the Seller disposing of the Property, then in that event, the Seller shall be responsible for payment of a contribution to the Levy Stabilisation Fund as maintained by the Association. The aforesaid levy charged by the Association shall be 1% (one) per cent of the total resale Purchase Price of the Property, member's interest, shares or beneficial interest (as the case may be). This shall apply to the Purchaser as well, in the event that the Purchaser sells the Property to a third party in the future.
- 8.5.4 The Purchaser shall not be entitled to sell or otherwise transfer ownership of the Property unless it is a suspensive condition of such sale or other transfer that the transferee, in a manner acceptable to the Association, agrees to become a member and is admitted as a member of the Association and a shareholder of the Golf Club.
- 8.5.5 The Association and the Golf Club shall be entitled, in its absolute discretion, to refuse its written consent as required to the sale and transfer of the Property until such time as the provisions of this Agreement in favour of the Association and Golf Club and their respective MOI's have been complied with and no party to this Agreement shall have any claim for damages arising out of the Association's and Golf Club's refusal to give or delay in giving such written consent.
- 8.5.6 In order to protect the Association's and the Golf Club's rights in this regard, the Property shall be transferred to the Purchaser subject to a condition in the Title Deeds to the Property to the effect that the Property or any portion thereof or interest therein shall not be alienated or otherwise transferred without the prior written consent of Association and the Golf Club first being had and obtained.

- 8.5.7 Every owner shall on the Transfer Date automatically be and become and shall remain a member of the Association and a shareholder of the Golf Club and be subject to their respective MOIs until the owner ceases to be an owner as aforesaid. Neither the Property nor any subdivision or consolidation thereof, nor any unit erected thereon nor any interest therein or thereto, shall be transferred to any person who has not agreed to become a member of the Association and a shareholder of the Golf Club and to be bound by their respective MOIs; and who has not secured payment by way of a debit order of the monthly levy and Golf Club subscriptions due to the Association and the Golf Club, respectively;
- 8.5.8 The owner of the Property shall not make any application for the rezoning, consolidation or sub-division of his erf without the prior written consent of the Association.
- 8.6 The Rules, as amended from time to time, are formulated with regard to the use and enjoyment of facilities forming part of the Estate and the Purchaser shall be subject to penalty levies incurred where such rules are violated.
- 8.7 The above conditions are for the benefit of the Association and the Golf Club as the case may be and constitute a *stipulatio alteri*, which either of them may accept at any time.
- 8.8 The Purchaser irrevocably and in *rem suam* appoints a director of the Association to vote in favour of a resolution tabled at a meeting of the Association, granting to the Association and permitted assigns its servitude rights of way over any areas in favour of such erven as are reserved to the Association and referred to in clause 6 hereof.
- 8.9 The stipulations contained in this clause 8 shall be binding on the Purchaser and his successors in title and the Purchaser undertakes to include such stipulations in any Deed of Alienation for the sale or disposal of the Property to a subsequent purchaser or other party.

9. BUILDING CLAUSE

In order to maintain high standards and to ensure an attractive and harmonious development:-

- 9.1 No building or structure may be erected on the Property and/or the external appearance (including the colour) of any existing or future building or structure may be changed unless the architectural design plans and specifications (including materials) of such building or structure have been approved in writing by the Association or an architect nominated by it;
- 9.2 All buildings and structures shall be built in a good and proper and workmanlike manner and strictly in accordance with the plans and specifications approved in accordance with clause 9.1 above;
- 9.3 Any dwelling erected or improvements to be carried out on the Property shall comply with the Architectural Standards and Town Planning Controls (Annexure C) as well as the contractor protocols, a copy of which is available from the Association. The Purchaser should mandate an architectural firm to design and supervise the construction of the dwelling and other improvements to be erected on the Property. Plans for any such dwelling or improvements shall be submitted to and be approved by the Association, prior to submission thereof to the local authority. An architectural review levy and associated levies as determined by the Association, shall be borne and paid by the Purchaser to the Association, together with the submission of the plans as aforesaid which levies shall be automatically debited to the Purchaser's levy account. The Association shall have absolute discretion in approving or refusing to approve such plans and specifications;
- 9.4 The costs of preparing detailed building plans as well as the cost of obtaining local authority approval of any plans and review levies including all water, sewerage and electrical connection levies shall be payable by the Purchaser which levies shall be automatically debited to the Purchaser's levy account;
- 9.5 In the event that the Purchaser has purchased a vacant stand, the Purchaser shall by 1 October 2040 erect and complete a dwelling on the property and landscape the Property in accordance with the Land Design Protocol (Annexure D) and specifications approved by the Association. The original 5 (five) year building clause will not be enforced by the Board of Directors of the Association but their decision may, under special circumstances, be overruled by a higher authority;
- 9.6 Notwithstanding anything to the contrary foregoing, if construction of the dwelling has not been completed within the time period prescribed in clause 9.5, the Association shall, in its sole discretion be entitled to give notice in writing to the Purchaser to complete the construction of the dwelling, including the landscaping thereof within a period of 3 (three) months from the date of such notice and failing compliance with such notice, the Purchaser shall be obliged to pay triple levies as determined by the Association until such time as the dwelling and landscaping is complete;
- 9.7 The stipulations contained in this clause 9 shall be binding on the Purchaser and his successors in title and the Purchaser undertakes to include such stipulations in a Deed of Alienation for the sale or disposal of the Property to a subsequent purchaser or other party.

10. PRACTITIONER'S COMMISSION

- 10.1 Commission in the amount referred to in clause 6 of the Schedule of Information (inclusive of VAT thereon) shall be payable by the Seller on the Transfer Date. The Seller hereby irrevocably authorises the Conveyancer to deduct such commission from the Purchase Price on registration of transfer and pay same to the Property Practise.
- 10.2 The Purchaser warrants that the Practitioner and Property Practise referred to in clause 6 of the Schedule of Information was responsible for introducing him to the Property and further warrants that no other Practitioner or Property Practise will have any claim against the Seller for the Practitioner's commission arising out of this transaction. The Purchaser indemnifies and holds harmless the Seller, Association and Golf Club against any loss, damage or expense sustained, suffered or incurred by the Seller arising out of any breach of the foregoing warranty.
- 10.3 The Seller shall pay the commission as per clause 6 of the Schedule of Information either calculated as a percentage of the Purchase Price or as a fixed amount, which commission will be earned upon conclusion of this Agreement and the subsequent fulfilment of any suspensive conditions contained herein, and shall be payable to the Property Practise no later than the Transfer Date, provided that, in the event that the sale is cancelled, whether prior to or after fulfilment of any suspensive conditions due to default by either the Seller or the Purchaser, the Practitioner and/or Practice, shall be entitled, in its/their sole discretion, to hold the defaulting party liable for payment of commission as aforesaid.
- 10.4 The parties agree that should it appear prior to the Transfer Date, that there will be insufficient proceeds from the sale to pay the commission from such proceeds on registration of transfer, for whatever reason, the Conveyancers are specifically instructed to withhold registration of transfer until such time as the Seller has secured, in a manner acceptable to the Practitioner and/or Property Practice and any bank (if applicable), such deficit.
- 10.5 The Seller confirms by his signature hereto, that any defects not specifically recorded in Annexure K hereto, were not communicated to the Practitioner and/or Property Practice;

11. JURISDICTION

For the purposes of all or any proceedings hereunder the parties hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction over the person of the Defendant in terms of Section 28 of the Magistrate's Court Act of 1944, as amended, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the court pursuant to Section 45 of the Magistrate's Court Act, provided nevertheless that the Seller shall have the right at its sole discretion to institute proceedings in any other court of competent jurisdiction.

12. DOMICILIA AND NOTICES

- 12.1 For the purposes of this Agreement, including the giving of notices and the serving of legal process, the parties choose *domicilium citandi et executandi* ("domicilium") as follows:
- 12.1.1 The Seller: as contained in the Schedule of Information; and
- 12.1.2 The Purchaser: as contained in the Schedule of Information.
- 12.2 A party may at any time change his *domicilium* by notice in writing, provided that the new *domicilium* is in the Republic of South Africa, consists of or includes a physical address at which process can be served or notices given and that he informs the Association and the Golf Club of such change in writing.
- 12.3 All notices shall be in writing and sent by registered post or delivered by hand to the *domicilium* chosen by the party concerned or sent by electronic mail to the e-mail address indicated in clause 1 and/or 2 as contained in the Schedule of Information and shall if posted be deemed to have been duly delivered 5 days after the day on which such notice was posted. If delivered by hand the notice shall be deemed to have been delivered on the date of delivery. If sent by electronic mail the notice shall be deemed to have been received on the same day of transmission.

13. DEFAULT

- 13.1 Should a party (the "Defaulting Party") commit a breach of any of the provisions of this Agreement, then the other party wishing to enforce its rights hereunder (the "Aggrieved Party") shall be obliged to give the Defaulting Party 14 (fourteen) days' written notice to remedy the breach, which notice shall specify, in sufficient detail, the breach and the conduct required to rectify it.
- 13.2 If the Defaulting Party fails to comply with such notice, the Aggrieved Party shall be entitled (without prejudice to the Aggrieved Party's rights to claim damages) to cancel this Agreement against the Defaulting Party or claim immediate payment and/or performance by the Defaulting Party of all of the Defaulting Party's obligations in respect of which it is in breach of this Agreement."

14. MORTGAGE BOND (IF APPLICABLE)

- 14.1 This Agreement is subject to the Purchaser obtaining a loan from a bank or other recognised financial institution for not less than the amount (if any) stated in clause 7 of the Schedule of Information upon the security of a first mortgage bond to be registered against the Property.
- 14.2 The Purchaser shall use its best endeavours to obtain such loan as soon as is reasonably possible.
- 14.3 If the Purchaser is a company, close corporation, trust or married woman, and the loan is granted subject to the condition that the directors, shareholders, members, trustees and/or spouse as the case may be, shall bind themselves as sureties and co-principal debtors with the Purchaser, the Purchaser undertakes to procure the signatures of such people.
- 14.4 In the event of such loan not being approved within the number of days stated in clause 7 of the Schedule of Information, this Agreement shall become of no force or effect in which event the Seller shall refund to the Purchaser the amounts paid in terms of clause 2 above together with accrued interest thereon. The days stated in clause 7 of the Schedule of Information, shall commence on the Signature Date of this Agreement.
- 14.5 A letter from a financial institution, confirming that the bond is granted shall suffice for fulfilment of this suspensive condition.

15. ARBITRATION

- 15.1 If any dispute, difference or question arises at any time between the parties out of or in regard to any matters, or the rights and duties of any of the parties, or the interpretation of, or termination of, or any matter arising out of the termination of, or the rectification of this agreement, or any other matter such dispute shall be submitted to and decided by arbitration on notice in writing given by either party to the other of them in terms of this clause.
- 15.2 Such arbitration shall be held in HUMANSDORP or such other location agreed to amongst the parties, in accordance with the provisions of the Arbitration Act No. 42 of 1965 (as amended or replaced from time to time) save that the arbitration shall be informal and the arbitrator shall have the absolute discretion to determine the procedure to be adopted, it being the intention that the arbitration shall be held and concluded without delay.
- 15.3 The arbitrator shall be independent and suitably qualified person as may be agreed upon between the parties in writing, and failing such agreement, the arbitrator shall be appointed by the president for the time being of the Legal Practice Council of South Africa or its successor/s at the request of either party.
- 15.4 This clause 15 is severable from the rest of this Agreement and shall remain in force notwithstanding the termination of this Agreement for whatever reason.

16. CAPACITY OF PARTIES, SURETY AND WARRANTIES

- 16.1 Should the Purchaser sign this agreement as trustee or agent of a company or close corporation to be formed, the signatory shall be deemed to be personally liable in terms of this agreement should the company or close corporation not be incorporated or formed or not ratify and adopt this agreement within 30 (thirty) days of the date of signature hereof. Upon formation or incorporation or ratification as aforesaid, the Purchaser by his signature hereto binds himself as surety for and co-principal debtor *in solidum* with the company or close corporation for the due and punctual performance by the company or close corporation of its obligations arising out of this agreement.
- 16.2 If either of the Seller or the Purchaser is a company or close corporation or trust or other juristic person or entity, the person who signs the Agreement in the name of such company or close corporation warrants that the company or close corporation or trust or other juristic person or entity is registered in terms of the applicable legislation and binds himself surety and co-principal debtor with such company or close corporation or trust or other juristic person or entity in favour of not only the Seller, but also the Association and the Golf Club, for all the obligations of such company or close corporation or trust or juristic person or other entity in terms of this Agreement. Such person shall be personally liable as Purchaser or Seller (as the case may be) in terms of this Agreement if such company or close corporation or trust or juristic person or other entity legally does not exist, or for whatever reason is not bound to this agreement or fails to comply with the provisions hereof.
- 16.3 In the event of there being more than one Purchaser, any obligations of the Purchasers shall be joint and several.
- 16.4 In the event of there being more than one Seller, any obligations of the Sellers shall be joint and several.
- 16.5 The person who signs the Agreement on behalf of the purchasing trust, company or close corporation, appoints the *domicilium* address of the Purchaser, as his chosen *domicilium* address.

17. DISPOSAL OF PROPERTY

- 17.1 Any owner who acquires the Property and who thereafter wishes to dispose of the Property, shall:-
- 17.1.1 to the extent that he requires the services of a Practitioner, do so through a Practitioner certified by the Property Practitioners Regulatory Authority or its successors and who is in possession of a valid Fidelity Fund Certificate;
 - 17.1.2 whether or not he utilizes the services of a Practitioner, include a clause in any document pursuant to which he disposes of the Property on the same terms precisely as clause 17.1.1;
 - 17.1.3 when the Seller appoints a Practitioner in terms hereof, it will do so as an agent in *rem suam* on behalf of the owner.
- 17.2 The Purchaser shall not sell the Property or part thereof to any third party in future in terms of an Agreement which does not contain all terms and conditions set out in the standard Agreement of a Property or dwelling as supplied by the Association.
- 17.3 Prior to fulfilment of all of the suspensive conditions, the Seller retains the right to continue marketing the Property. Should the Seller at any time prior to the fulfilment of the suspensive conditions receive another offer, in good faith, to purchase the Property, which offer contains no suspensive conditions, alternatively an offer where all suspensive conditions have been fulfilled, and wherein the full Purchase Price has been secured, which he finds more favourable and wishes to accept, then the Purchaser herein shall be notified of such fact in writing and shall have 5 (FIVE) WORKING DAYS (excluding Saturdays, Sundays and public holidays) from time of receipt of such notification to waive in writing all suspensive conditions in this Agreement, alternatively fulfil the suspensive conditions contained herein. Should the Purchaser not waive or fulfil the suspensive conditions within this period the Agreement will lapse and be of no further force or effect.
- 17.4 The Purchaser acknowledges that at the date of executing this Agreement that the beacons relating to the boundaries of the Property may not be in place.

18. PROTECTION OF PERSONAL INFORMATION (POPIA)

- 18.1 The Purchaser consents to the collection, processing and storage of their personal information for the purposes relating to the administration and management of their affairs pertaining to membership of the Association and shareholding in the Golf Club. Personal information will be processed in accordance with the Protection of Personal Information Act of 2013 (POPI Act/POPIA) and as described in the Association and Golf Club's Privacy Notice.
- 18.2 Such collection, processing and storage of information is necessary for the Practitioner, Conveyancer, Association, Golf Club (including related third-party reference databases, access and security service providers) to verify and identify the Seller and Purchaser to proceed with the transferring of the Property and related future correspondence, administration, and accounting associated with the ownership of property within the Estate, membership of the Association and shareholding of the Golf Club.
- 18.3 The Purchaser understands and declares the information supplied is true and correct and has been given by his own free will and hereby gives consent to the disclosure of his personal information for the purpose of which it was collected.

19. ALIENATION OF LAND ACT

- 19.1 In terms of Section 29(A) of the Alienation of Land Act 68 of 1981 (as amended), the purchaser or prospective purchaser of land may, within five (5) days of signature by him or by his agent acting on his written authority, of an offer to purchase land or a Deed of Alienation in respect of land, revoke the offer or terminate the Deed of Alienation as the case may be by written notice delivered to the Seller or his or her agent within that period.
- 19.2 It is recorded that the aforesaid provision of the Alienation of Land Act is not applicable to the sale of the Property by the Seller to the Purchaser in terms of this Agreement if the Purchase Price of the Property exceeds R250 000,00 (Two Hundred and Fifty Thousand Rand) (Section 29(5)(a) of said Act).

20. CONSUMER PROTECTION ACT

It is recorded that the sale of the Property by the Seller in terms of this Agreement is not a transaction conducted by the Seller in the "ordinary course of business" as contemplated in the Consumer Protection Act No. 68 of 2008. If this transaction is conducted by the Seller in the "ordinary course of business" as contemplated in the Consumer Protection Act No. 68 of 2008, the Seller shall bear the responsibility to ensure that this Agreement is appropriately amended (with the prior approval of the Association having to be obtained in each instance) so as to comply with the provisions of such Act, the Association being free from all responsibility in this regard.

21. INDEMNITY

- 21.1 The Seller does not warrant any information given in respect of the Property, whether this information is given prior to or subsequent to the signing of this Agreement, save for the information in respect of the Property specifically warranted in this Agreement.
- 21.2 Neither the Seller nor the Property Practise referred to in clause 6 of the Schedule shall be liable for any claim of any nature whatsoever that may arise due to any inaccuracies in information given in good faith by the Seller or the aforesaid Property Practise to the Purchaser, his agent or his nominee in respect of the Property and the Purchaser hereby indemnifies the Seller and the aforesaid Property Practise and holds them harmless against and in respect of any injury, loss or damage however caused which the Purchaser may suffer as a result of any inaccuracies in any information given by the Seller or the Property Practise in good faith (save for the information specifically warranted in this Agreement), provided that if the Consumer Protection Act No. 68 of 2008 applies, the exclusion of liability and indemnity in this clause will not apply to any loss directly or indirectly attributable to the gross negligence of the Seller or the Property Practise or any person acting for or controlled by them.

22. EXPIRY DATE OF OFFER

- 22.1 The first signature to this Agreement shall constitute an offer and as such is irrevocable until the Expiry Date recorded in clause 8 of the Schedule of Information, whereafter it shall expire.
- 22.2 The Practitioner is hereby irrevocably appointed as agent for the Seller and the Purchaser for the purpose of receiving a communication of acceptance. Notice to the Practitioner as aforementioned shall be deemed notice to its Principals.

23. IMPROVED PROPERTY (DELETE IF NOT APPLICABLE)

- 23.1 ALARM SYSTEM
Should the property contain an alarm system then the alarm system, excluding the radio link which remains the property of the Association, shall form part of the sale.
- 23.2 INSURANCE
The Seller shall keep the building(s) on the Property insured and in the same condition from the Signature Date to the Transfer Date. Should the parties agree to occupation by the Purchaser prior to the Transfer Date and as stipulated in clause 9 of the Schedule of Information, the Purchaser shall keep and maintain the Property in the same good order and condition as it was on the Occupation Date but prior to the Transfer Date. Any excess payable in terms of such any insurance claim will be payable by the Purchaser.
- 23.3 OCCUPATIONAL RENT (if applicable)
- 23.3.1 The Occupational Rent shall be the amount stipulated in clause 9 of the Schedule of Information (which rental shall exclude the supply and consumption of water and electricity to the Property).
- 23.3.2 Should the Occupation Date predate the Transfer Date as agreed between the parties, the Purchaser shall pay to the Seller the Occupational Rent which shall be paid by not later than the first day of each calendar month from the Occupation Date until the Transfer Date, provided that such Occupational Rent shall be proportionately reduced in respect of any uncompleted calendar month.
- 23.3.3 Should the Occupation Date agreed be after the Transfer Date, the Seller shall similarly be liable to the Purchaser for Occupational Interest and the provisions of above shall *mutatis mutandis* apply.
- 23.3.4 Pending the Transfer Date, the Purchaser shall not be entitled to make any alterations or additions to the property without the prior written consent of the Seller.
- 23.3.5 Nothing in this Agreement shall be construed to create a lease agreement.
- 23.4 LETTING (if applicable)
- 23.4.1 In the event that the Property is let to tenants, the Seller shall notify the Purchaser who shall acknowledge that the Property purchase is made subject to the tenant's rights.
- 23.4.2 To ensure that any tenants, whether short (i.e. for a period of less than three months) or long term is made aware of, acknowledges, and complies with the MOI of the Association, the MOI of the Golf Club and the Rules and protocols of the Association as well as any other regulations and procedures applicable within the Estate, it is agreed that any lease in respect of the Property shall be reduced to writing, signed by the parties and shall comply with the Association's governing documents and the Rules (which shall include but shall in no way be limited to an undertaking by the lessee to comply with same). A copy of such lease agreement shall be submitted to the Association prior to inception of the lease period, and the Association shall register such tenants for access to the Estate only once this has taken place.

- 23.4.3 Any levies which may become due to the Association by way of non-compliance with the Rules and / or any other reason shall be debited against the levy account of the owner of the Property at the time, regardless of whether transfer of the Property has taken place or not and the owner acknowledges that he shall be responsible for payment thereof.

23.5 **COMPLIANCE CERTIFICATES**

The Seller shall, at his cost, and by no later than the Transfer Date, provide the Purchaser and the Association with:-

- 23.5.1 a certificate to the effect that the Property has been inspected for infestation by timber destroying termites and/or insects and at the date of inspection by a government approved Entomologist said Property is apparently free from infestation by such termites and/or insects; and
- 23.5.2 a valid Certificate of Compliance in respect of the Property, in terms of the Electrical Installation Regulations of 2009 under Occupational Health and Safety Act, No 85 of 1993 or as amended from time to time; and
- 23.5.3 a copy of the valid Occupation Certificate issued by the Municipality; and
- 23.5.4 in the event that a gas installation exists on the property, a valid Certificate of Conformity, in terms of the Pressure Equipment Regulations under the Occupational Health and Safety Act, No 85 of 1993 or as amended from time to time.
- 23.5.5 If the accredited person tasked to inspect and issue any of the Compliance Certificates, reports that he is unable to issue such a Certificate of Compliance unless certain works are undertaken, the Seller shall have the work done so that the Certificate can be furnished, provided that same is completed before the Transfer Date.
- 23.6 The Seller guarantees to the Purchaser that, to the best of his knowledge and belief, no addition or amendment was effected to the electrical installation on the Property since the issue of the certificate.
- 23.7 At delivery of the abovementioned certificates, the Purchaser will have no claim whatsoever against the Seller, and the Seller is exempt from all or any liability in this regard.

24. **GENERAL**

- 24.1 This Agreement constitutes the whole Agreement between the parties; and
- 24.2 No variation of this Agreement will influence the terms of this Agreement, unless such variations are put in writing and signed by each of the parties.
- 24.3 The parties acknowledge that they have not been persuaded to sign this Agreement by any promises, presentations or guarantees of any sort.
- 24.4 No extension of time, allowances or concessions allowed, and no temporary leniency applied in respect of the terms of this Agreement for either party will be regarded as a waiver of his rights hereunder. The Seller may furthermore at any time and without prior notice expect the Purchaser to strictly and timeously comply with each and every term and condition in respect of which the Seller may have granted and extension, allowance or concession.
- 24.5 If any provision or undertaking in this Agreement is or becomes illegal, invalid or unenforceable, such provision shall be divisible and be regarded as *pro non scripto*, the remainder of this Agreement to be regarded as valid and binding.

Should the Property be a vacant stand, there is no requirement for Annexure K ("Seller's Declaration and Disclosure") to be completed nor submitted as part of the Agreement. Annexure K only applies to improved properties. Therefore, please make use of the 16-page SF Links Agreement of Sale Vacant Stands - Nov 2023 document to transact such sale which excludes Annexure K.

ANNEXURE K (if applicable) to the St Francis Links Sale Agreement

MANDATORY DISCLOSURE

A - IMMOVABLE PROPERTY CONDITION REPORT IN RELATION TO THE SALE OF ANY IMMOVABLE PROPERTY

1 Disclaimer

This condition report concerns the immovable Property situated at as per clause 3 of the Schedule of Information hereto. This report does not constitute a guarantee or warranty of any kind by the Seller of the Property or by the Property Practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the Property.

2 Definitions

In this form -

2.1 "**to be aware**" means to have actual notice or knowledge of a certain fact or state of affairs; and

2.2 "**defect**" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

3 Disclosure of information

The Seller of the Property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the Property may rely on such information when deciding whether, and on what terms, to purchase the Property. The Seller hereby authorises the appointed Property Practitioner marketing the Property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the Property.

4 Provision of additional information

The Seller represents that to the best of his knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the Seller have responded to any of the statements with a "yes", he shall be obliged to provide, in the additional information area of this form, a full explanation as to the response to the statement concerned.

5 Statements in connection with Property

ITEM	ANY DEFECT THAT THE SELLER IS AWARE OF	YES	NO	N/A
a	I am aware of the defects in the roof			
b	I am aware of the defects in the electrical systems			
c	I am aware of the defects in the plumbing system, including in the swimming pool (if any)			
d	I am aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers			
e	I am aware of the defects in the sanitary disposal systems			
f	I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps			
g	I am aware of structural defects in the Property			
h	I am aware of boundary line dispute, encroachments or encumbrances in connection with the Property			
i	I am aware that remodelling and refurbishment have affected the structure of the Property			
j	I am aware that any additions or improvements made to, or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained.			
k	I am aware that a structure on the Property has been earmarked as a historic structure or heritage site			

I	ADDITIONAL INFORMATION

6 **Seller's certification**

The Seller hereby certifies that the information provided in this report is, to the best of his knowledge and belief, true and correct as at the date when he signs this report.

7 **Certification by person supplying information**

If a person other than the Seller (who is the current owner) of the Property provides the required information, that person must certify that he is duly authorised by the Seller to supply the information and that he has supplied the correct information on which the Seller relied for the purposes of this report and in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

8 **Notice regarding advice or inspections**

Both the Seller as well as the Purchaser of the Property may wish to obtain professional advice and/or to undertake a professional inspection of the Property. Under such circumstances, adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

9 **Purchaser's acknowledgement**

The prospective Purchaser acknowledges that he has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliant aspects concerning the Property.

The prospective Purchaser acknowledges receipt of a copy of this statement.

B - FIXTURES AND FITTINGS

The Property is sold inclusive of all fixtures and fittings, which the Seller warrants are fully paid for and included in the Purchase Price of the Property. In no way detracting from the generality of the aforesaid, it is specifically recorded that the sale of the Property includes the specific fixtures and fittings recorded below:

SIGNATURES

SIGNED by the **SELLER** at this day of 20

AS WITNESSES: for and on behalf of

3.

4.

.....
SELLER

SIGNED by the **PURCHASER** at this day of 20

AS WITNESSES:

10.

.....
Full name of **PURCHASER** or duly authorised representative

11.

.....
PURCHASER'S CONSENTING SPOUSE
(if applicable)

.....
Signature of **PURCHASER** or duly authorised representative who warrants that he/she is duly authorised and accepts liability as set out in clause 16 of the Conditions of Sale, the content of which he/she is fully acquainted with.

SIGNED by the **PROPERTY PRACTISE** at this day of 20

.....
PRACTITIONER'S SIGNATURE

.....
PRINCIPAL PRACTITIONER SIGNATURE

Practitioner's FFC:

Practice's FFC: