

**SALE OF IMMOVABLE PROPERTY AGREEMENT
THE ACRES
(GOLF VILLAS)**

1. Seller

1.1 Full Name: Pearl Valley Investments (Pty) Ltd
1.2 Reg No: 2015/068356/07
1.3 Physical Address: Management Hub at the Yard, Val de Vie Estate, Paarl
1.4 VAT Registration: 4120270170
1.5 Contact Person: Renier Swart
Email: Renier@valentia.co.za

2. Purchaser

2.1 Full Name: Pearl Valley Golf Villas ___ Share Block Company RF Limited
2.2 Reg No.:
2.3 Physical Address: Management Hub at the Yard, Val de Vie Estate, Paarl
2.4 Email: Callie.steyn@valdevie.co.za

3. Property Erf ____, Pearl Valley Estate, Paarl, situated in the Drakenstein Municipality, Administrative District Paarl, Western Cape Province as set out in the General Plan, being an erf in the Acres Precinct, measuring approximately _____ in extent.

4. Conveyancer:

4.1 Full Name: Hayes Incorporated
4.2 Physical Address: Unit 1 Roeland Square, Roeland Street, Cape Town, 8001
4.3 Postal Address: PO Box 15276 Vlaeberg, 8018
4.4 Contact Person: Judi Hayes
Telephone: 021 461 0123
E-Mail: judi@themis.co.za
Telefax: 021 461 0128
4.5 Trust Bank Account Name: Hayes Incorporated Trust Bank Account

INITIAL Witness 1: _____ **INITIAL Seller:** _____

INITIAL Witness 2: _____ **INITIAL Purchaser:** _____

Bank: First National Bank

Account Number: 620 960 565 12

Branch Code: 201709

5. **Erf Purchase Price:** R7,350,000 (inclusive of VAT and Transfer Fees)

6. **Anticipated Monthly Levy:** **R24,500 excluding VAT** (exclusive of the fees payable to Propcentral in terms of the Management Agreement, insofar as it is applicable)

7. **Appendices:**

Appendix 1: Client Investment Mandate

Appendix 2: Site Development Plan

Appendix 3: Master Plan

Appendix 4: The Guide

Appendix 5: Schedule of Details

Appendix 6: Floor Plan

Appendix 7: Finishing Schedule

Appendix 8: Selection of Finishes

Appendix 9: Optional Extras

Appendix 10: Furniture, Fixtures and Fittings

Appendix 11: Golf Cart Specifications

Appendix 12: General Plan

8. **Applicability of Terms and Conditions**

This Schedule, the Standard Terms and Conditions and Appendices attached hereto shall form the agreement between the Seller and the Purchaser.

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

PEARL VALLEY INVESTMENTS (PTY) LTD
herein represented by

PURCHASER
herein represented by

(Print Name)
(who warrants that he/she is duly authorised)

(Print Name)
(who warrants that he/she is duly authorised)

DATE: _____

DATE: _____

PLACE: _____

PLACE: _____

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

**TERMS AND CONDITIONS IN RESPECT OF THE SALE OF IMMOVABLE PROPERTY
AGREEMENT**

1 INTERPRETATION

- 1.1 In this Agreement, unless inconsistent with or otherwise indicated by the context –
- 1.1.1 “**Acres Precinct**” means the development which the Property forms a part of being the own title residential units to be constructed on a portion of the Land, as indicated on the Site Development Plan attached hereto as **Appendix 2** and the Master Plan attached hereto as **Appendix 3**;
- 1.1.2 “**the/this Agreement**” means the agreement as set out in this document and the Appendices hereto;
- 1.1.3 “**Anticipated Levy**” means the anticipated monthly levy payable by the Purchaser to the HOA as set out in paragraph 6 of the Schedule;
- 1.1.4 “**Appendices**” means the documents specified at paragraph 6 of the Schedule;
- 1.1.5 “**Arbitration Act**” means the Arbitration Act No 42 of 1965 (as amended);
- 1.1.6 “**Architect**” means the architect appointed by the Seller;
- 1.1.7 “**Building Plans**” means the floor plans of the buildings to be erected on the Property prior to the Transfer Date, as set out in **Appendix 6** hereto;
- 1.1.8 “**Buildings**” the building or buildings and any other improvements to be erected on the Property in accordance with the Building Plans;
- 1.1.9 “**Business Day**” means any day that is not a Saturday, Sunday or South African public holiday;
- 1.1.10 “**Companies Act**” means the Companies Act No 71 of 2008 (as amended);
- 1.1.11 “**Conditions Precedent**” means the conditions precedent set out in clause 5.1 below;
- 1.1.12 “**Constitution**” means the constitution of the HOA from time to time and it includes without limitation all annexures thereto and rules promulgated thereunder from time to time;

INITIAL Witness 1: _____ **INITIAL Seller:** _____

INITIAL Witness 2: _____ **INITIAL Purchaser:** _____

- 1.1.13 “**Contractor**” means a building contractor approved by the Developer or the HOA in terms of the Constitution in terms of criteria determined by the Developer or the HOA and employed by the Seller for the construction of Improvements;
- 1.1.14 “**Conveyancer**” means the conveyancer described at paragraph 4 of the Schedule;
- 1.1.15 “**CPA**” means the Consumer Protection Act No 68 of 2008 (as amended);
- 1.1.16 “**Developer**” means the developer, as contemplated in the Constitution;
- 1.1.17 “**Furniture, Fixtures and Fittings**” means the furniture, fixtures and fittings described in Appendix 10 which will be provided for by the Seller to the Purchaser at the Property, the cost of which is included in the Purchase Price;
- 1.1.18 “**General Plan**” means the plan depicting the Development, with General Plan number 597/2020, attached hereto as Appendix 12;
- 1.1.19 “**Golf Cart**” means the golf cart sold by the Seller to the Purchaser, specifications of which are as set out in Appendix 11;
- 1.1.20 “**Golf Course**” means the 18 hole golf course constructed on the Pearl Valley Estate;
- 1.1.21 “**Greater Val de Vie Development**” means the developments undertaken or to be undertaken by the entities forming part of the Val de Vie Group (and by the Seller with regard to the Acres Precinct) from time to time;
- 1.1.22 “**the Guide**” means the guidelines referred to in clause 26.1 below and the documents which contain the following information and documentation in respect of the Acres Precinct –
- 1.1.22.1 design guidelines;
- 1.1.22.2 building rules and regulations;
- 1.1.22.3 rules; and
- 1.1.22.4 any relevant annexures to the documents listed in 1.1.22.1 to 1.1.22.3 above;

INITIAL Witness 1: _____ **INITIAL Seller:** _____

INITIAL Witness 2: _____ **INITIAL Purchaser:** _____

- 1.1.23 **“HOA”** means the Acres Home Owners Association, established or to be established in terms of the Land Use Planning Act, 2014, read with the Drakenstein By-law on Municipal Land Use Planning, 2018, or any other homeowners association which replaces such home owners association in respect of which the owner of an erf in the Acres Precinct becomes a member;
- 1.1.24 **“Improvements”** means any structure of whatever nature constructed or erected or to be constructed or erected on the Property;
- 1.1.25 **“Land”** means Remainder Erf 644 Pearl Valley Estate, in the Drakenstein Municipality, Registration Division Paarl, Western Cape;
- 1.1.26 **“Legal Practice Act”** means the Legal Practice Act No. 28 of 2014 (as amended);
- 1.1.27 **“Management Agreement”** means the management agreement to be entered into between the Purchaser and Propcentral (Pty) Ltd (**“Propcentral”**) in terms whereof Propcentral renders certain management services to the owners of the Golf Villas, including but not limited to landscaping, domestic cleaning, maintenance and repairs, insurance, fibre, and maintenance of golf carts;
- 1.1.28 **“NHBRC Act”** means the Housing Consumers Protection Measures Act, 95 of 1998 (as amended);
- 1.1.29 **“Occupation Certificate”** means the certificate issued by the Drakenstein Municipality evidencing that the Buildings can be occupied;
- 1.1.30 **“the Parties”** means the Seller and the Purchaser and **“Party”** means either one of them as the context may indicate;
- 1.1.31 **“Pearl Valley Estate”** means the development already constructed and known as the context may indicate as “Pearl Valley Golf and Country Estate”, which, comprises residential, sectional title units and other erven, including an 18-hole signature golf course, club facilities and such other proposed recreational or other facilities/amenities as may be built by its developer from time to time, in its sole and absolute discretion;
- 1.1.32 **“Pearl Valley HOA”** means the Pearl Valley Golf and Country Estate Homeowners’ Association, created in terms of Section 29 of Ordinance 15 of 1985;

INITIAL Witness 1: _____ **INITIAL Seller:** _____

INITIAL Witness 2: _____ **INITIAL Purchaser:** _____

- 1.1.33 **"Property"** means the property described at paragraph 3 of the Schedule, which property forms part of the Acres Precinct;
- 1.1.34 **"Purchase Price"** means the purchase price payable by the Purchaser in respect of the Property, which includes the Furniture, Fixtures and Fittings and the Golf Cart, and also includes VAT and Transfer Costs;
- 1.1.35 **"Purchaser"** means the person described more fully in paragraph 2 of the Schedule;
- 1.1.36 **"PV Club"** means the Pearl Valley Golf Club, but shall exclude the Golf Course, the PV Club Facilities and the PV Recreational Facilities;
- 1.1.37 **"PV Club Facilities"** means the club house, driving range, pavilions, refreshment rooms and other conveniences built and/or erected on the Pearl Valley Estate for the general functioning of the PV Club and any improvements thereto;
- 1.1.38 **"PV Recreational Facilities"** means such facilities established/proposed to be established by the developer of the Pearl Valley Estate on the Pearl Valley Estate from time to time, but which shall exclude the Golf Course, PV Club Facilities and the hotel, spa, restaurants and other amenities and facilities proposed to be established by such developer;
- 1.1.39 **"Removal of Restrictions Act"** means the Removal of Restrictions Act No 84 of 1967 (as amended);
- 1.1.40 **"Schedule"** means the schedule to which these standard terms and conditions are attached;
- 1.1.41 **"Seller"** means the person described more fully at paragraph 1 of the Schedule;
- 1.1.42 **"the Signature Date"** means the date on which this Agreement is signed by the Party signing last in time;
- 1.1.43 **"Site Development Plan"** means the plan approved by the Surveyor General and which depicts the Acres Precinct;
- 1.1.44 **"Transfer"** means the registration by the Registrar of Deeds in the relevant Deeds Office, of the transfer of the Property into the name of the Purchaser;
- 1.1.45 **"Transfer Costs"** means the cost of registration of Transfer arising herefrom calculated at the fee chargeable in terms of the recommended guideline of

INITIAL Witness 1: _____ **INITIAL Seller:** _____

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conveyancing fees, and all incidental disbursements necessary to effect registration, together with VAT on such costs and disbursements;

- 1.1.46 “**Transfer Date**” means the date on which the Transfer is registered;
- 1.1.47 “**Trust Account**” means the trust bank account of the Conveyancer which details are set out at paragraph 4.5 of the Schedule;
- 1.1.48 “**Val de Vie Group**” means the entities forming part of the same group of companies as Val de Vie Investments (Pty) Ltd from time to time, including but not limited to Elements Development Projects (Pty) Ltd, Val de Vie Developments (Pty) Ltd, Levendal Developments (Pty) Ltd and Keysha Investments 213 (Pty) Ltd;
- 1.1.49 “**VAT**” means value-added tax payable in terms of the VAT Act;
- 1.1.50 “**VAT Act**” means the Value Added Tax Act No 89 of 1991 (as amended);
- 1.1.51 words importing the singular shall include the plural and *vice versa*;
- 1.1.52 words importing natural persons includes legal persons and partnerships and *vice versa*;
- 1.1.53 words importing one gender includes the other genders;
- 1.1.54 any reference to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time; and
- 1.1.55 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.2 The clause headings in this Agreement have been inserted for reference purposes only and shall not affect the interpretation of any provision of this Agreement.
- 1.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which the sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in this interpretation clause.

INITIAL Witness 1: _____ **INITIAL Seller:** _____

INITIAL Witness 2: _____ **INITIAL Purchaser:** _____

- 1.5 If any period is referred to in this Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding Business Day.
- 1.6 This Agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.
- 1.7 Expressions defined in this Agreement shall bear the same meanings in any annexure hereto which does not contain its own definitions.

2 RECORDAL

- 2.1 The Seller is the registered owner of erven in the Acres Precinct.
- 2.2 The Seller wishes to sell the Property with the Buildings constructed thereon, including the Furniture, Fixtures and Fittings and Golf Cart, to the Purchaser as a turnkey product upon the further terms and conditions of this Agreement.

3 GOLF VILLA

- 3.1 The Parties record that the Property is a 'Golf Villa' and accordingly the Seller shall provide the Property and Buildings to the Purchaser fully fitted and furnished and inclusive of a golf cart as indicated on **Appendix 11**.
- 3.2 The Purchaser shall be required to enter into a deed of adherence to the Management Agreement that appoints Propcentral to provide certain management services to the Purchaser in respect of the Property, and the Parties record that the anticipated monthly levy indicated at paragraph 6 of the Schedule ("**Anticipated Levy**") includes the fees for such management services, as more fully set out in the Management Agreement.
- 3.3 The Purchaser further acknowledges and agrees that the Anticipated levy is subsidised during the first year, whereafter the Anticipated Levy will no longer be subsidised and will accordingly be increased.

4 PURCHASE AND SALE

Subject to clause 5 below, the Purchaser hereby agrees to purchase the Property, Buildings constructed thereon and Furniture, Fixtures and Fittings in terms of **Appendices 5 to 8 and Appendix 10** hereto and the Golf Cart from the Seller on the terms and conditions contained

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INITIAL Witness 1: _____ INITIAL Seller: _____

INITIAL Witness 2: _____ INITIAL Purchaser: _____

in this Agreement and the Seller hereby agrees to sell the Property and the Buildings constructed thereon and Furniture, Fixtures and Fittings to the Purchaser upon the terms and conditions of this Agreement.

5 CONDITIONS PRECEDENT

5.1 Save for clauses 1, 5, 6.3, 8.3, 8.4, 23 to 25, 27 and 28 below this Agreement is subject to the following condition precedent that –

5.1.1 the Purchaser provides the Seller with final written confirmation that it has the necessary funds to make payment of the Purchase Price, which funds will be in the form of the total subscription price for the shares in the Purchaser; and

5.1.2 the Purchaser executes a deed of adherence to the Management Agreement in respect of the management of the Property,

within 2 (two) months from the Signature Date.

5.2 The Condition Precedent in clause 5.1.1 has been inserted for the benefit of the Purchaser and accordingly fulfilment thereof may be relaxed and/or waived by Purchaser prior to the stipulated date for fulfilment thereof or any extended date. The Condition Precedent in clause 5.1.2 has been inserted for the benefit of both Parties and may only be waived on written agreement between the Parties.

5.3 If the Conditions Precedent have not been fulfilled or waived by the due date for fulfilment thereof then this Agreement will automatically fail and be of no further force and effect (save for clauses 1, 5, 6.3, 8.3, 8.4, 23 to 25, 27 and 28 below, which shall be of full force and effect from the Signature Date) and the Parties will use their respective best endeavours to restore the *status quo ante* and no Party shall, save as otherwise provided in this Agreement, have any claim against the other Party arising from this Agreement.

5.4 The Purchaser shall use its best endeavours to procure the timeous fulfilment of the Conditions Precedent.

6 PURCHASE PRICE AND PAYMENT

6.1 The Purchase Price shall be paid against Transfer, provided that the Purchase Price shall be secured by a bank guarantee made payable to the Trust Account on Transfer, which bank guarantee must be provided to the Conveyancer within 30 (thirty) days from

INITIAL Witness 1: _____ **INITIAL Seller:** _____

INITIAL Witness 2: _____ **INITIAL Purchaser:** _____

being called upon to do so by the Conveyancer, provided that the Condition Precedent set out in clause 5.1.1, if applicable, has been fulfilled or waived, as the case may be.

6.2 The Purchaser shall be released from its obligation to provide the bank guarantee referred to in clause 6.1 above by making payment of the Purchase Price into the Trust Account.

6.3 The Conveyancer is hereby irrevocably authorised and required to invest any cash amount received from the Purchaser in terms of clause 6 in an investment account as contemplated in Section 86(4) of the Legal Practice Act, with the interest accruing for the benefit of the Purchaser until Transfer whereupon the Conveyancer shall pay the Purchase Price to the Seller.

6.4 In the event that the Purchaser fails to deliver the guarantee referred to in clause 6.1 above or make payment of the Purchase Price in accordance with clause 6.2 above, within 4 (four) months from being called to do so by the Conveyancer, then without prejudice to any other rights that the Seller may have, the Purchase Price shall be increased by 12% (twelve percent) per annum, calculated daily and compounded monthly in arrears, from the expiry of the aforesaid 4 (four) month period until such time as the Purchaser has complied with its aforesaid obligations.

INITIAL_____

7 VALUE ADDED TAX

7.1 The Parties record that the Seller is registered as a VAT vendor for purposes of the VAT Act, and that this transaction is subject to the payment of VAT, which VAT amount is included in the Purchase Price.

7.2 In the event that the VAT rate changes between the Signature Date and payment of the Purchase Price, the Purchaser shall pay the additional VAT then applicable against demand for such payment from the Conveyancer.

8 TRANSFER AND COSTS

8.1 Transfer of the Property shall be effected by the Conveyancer as soon as reasonably possible after the fulfilment or waiver, as the case may be, of the Condition Precedent and as soon as reasonably possible after the Seller has provided the Purchaser with an Occupation Certificate and on condition that the Purchaser has complied with all of its obligations in terms of this Agreement. The Purchaser acknowledges that owing to the complexities and interrelated steps involved in establishing the Acres Precinct and

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

registering title to all the prospective purchasers, it is beneficial and in the best interests of the Purchaser that the Conveyancer attends to the Transfer.

INITIAL _____

8.2 The Purchaser undertakes to sign all requisite documents for purposes of registration of Transfer as well as registration of any simultaneous bond, if applicable, upon being so requested by the Conveyancer.

8.3 In addition to the Purchase Price, the Purchaser agrees to pay to the Conveyancer upon written demand received from the Conveyancer –

8.3.1 any costs of drafting any required addenda or amendments to this Agreement at the special instance and request of the Purchaser; and

8.3.2 the Purchaser's pro rata share of the rates and taxes payable in respect of the Property as well as the levy for 3 (three) months after the anticipated date of Transfer.

8.4 The Parties agree that, as a *stipulatio alteri* to and in favour of the Conveyancer, in the event that this Agreement is cancelled as a result of the Purchaser's breach thereof, the Conveyancer shall be entitled to be paid by the Purchaser, the costs for which the Purchaser is liable in terms of clause 8.3.1 above.

INITIAL _____

8.5 As a result of the South African Revenue Services ("**SARS**") doing risk analysis on both the transferor and the transferee on all property transactions, the Purchaser warrants to the Seller that it is not aware, and should not reasonably have been aware, of any tax issues (whether personally or otherwise), including but not limited to tax returns and/or tax payments, that are not current and up to date. In the event of the Purchaser, notwithstanding its prior belief to the contrary, becoming aware of any such outstanding issues on its side, it shall immediately do the necessaries to set the matter right so as not to delay the registration of the Transfer. Without prejudice to any other rights that the Seller may have in law or may have in terms of this Agreement by virtue of a delay caused by any such outstanding tax issues, notwithstanding the efforts of the Purchaser to rectify the issues, the Seller shall be entitled to be compensated by the Purchaser for damages suffered by it due to such delay.

INITIAL _____

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

9 OCCUPATION, POSSESSION & RISK

9.1 The Seller shall give the Purchaser possession and vacant occupation of the Property on the Transfer Date.

9.2 For the avoidance of doubt, the Purchaser shall, from the date on which it takes occupation of the Property, be liable for the payment of the Property’s rates, electricity, water, refuse and sewerage costs, connection fees, municipal deposits, all other related charges in respect of the Property and all amounts due to the HOA in terms of clause 11 below, the Constitution and otherwise in terms of this Agreement.

9.3 Any payments made by the Seller towards the amounts referred to in clause 9.2 for the period after the Transfer Date shall be refunded by the Purchaser against the Seller’s demand for such payment or the date of Transfer, whichever occurs first.

9.4 The Purchaser acknowledges that after the Transfer Date, development operations will be in progress on the Acres Precinct and the Greater Val de Vie Development and that it may suffer inconvenience, noise and dust as a result thereof. The Purchaser waives all claims which it may acquire against the Seller, Val de Vie Group, and/or the HOA arising from such inconvenience, noise or dust.

INITIAL _____

9.5 Under no circumstances whatsoever shall the Seller be liable to the Purchaser for any loss, damage, liability, and expense suffered by the Purchaser pursuant to the Purchaser’s occupation of the Property prior to the Transfer Date.

INITIAL _____

9.6 The Purchaser shall indemnify and hold harmless the Seller and its employees, agents, contractors, successors and assigns from and against all loss, damage, liability, and expense arising from any claim brought against any such indemnified party by a third party as result of the Purchaser’s occupation of the Property prior to the Transfer Date.

INITIAL _____

10 CONDITION OF PROPERTY, SERVITUDES AND RESTRICTIONS

10.1 Provided that the CPA does not apply to this Agreement, the Property is sold “*voetstoots*” to the Purchaser, subject to the provisions of clause 12 below.

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

10.2 The Parties acknowledge that they have not made any representations or warranties not expressly contained herein and they have not been influenced by any representations made by or on behalf of a Party to enter into this Agreement, save as expressly set out in this Agreement. No representations or agreements or warranties shall be binding unless expressly contained herein.

INITIAL _____

10.3 If upon the measurement of the Property the extent of the Property is found to be greater than the extent as set out in paragraph 3 of the Schedule, the Purchaser shall not be liable for any excess. Conversely, if the extent thereof is found to be less than the extent as set out in paragraph 3 of the Schedule, the Seller shall not be liable for any shortfall.

INITIAL _____

10.4 The Seller shall indicate to the Purchaser the beacons or boundary pegs of the Property prior to the Transfer Date and the Seller shall not be obliged again to indicate to the Purchaser or to locate the beacons or boundary pegs of the Property after the Transfer Date. The Purchaser furthermore acknowledges that it will satisfy itself as to the location of the boundary pegs or beacons and that same are an accurate reflection of the Site Development Plan attached hereto as **Appendix 2** before date of Transfer.

INITIAL _____

10.5 If the Property has been erroneously described herein, such mistake or error shall not be binding upon the Parties but the correct description, as agreed by the Parties, shall apply, and they shall effect rectification of this Agreement accordingly.

INITIAL _____

10.6 The Parties acknowledge that the sub-divisional plans for the Acres Precinct must still be finalised and accordingly the exact layout, nature and extent of the Property shall be finally determined by the land surveyor acting as an expert, whose determination shall be final and binding upon the Parties.

INITIAL _____

10.7 The Property is sold subject to the provisions of the Constitution, all such conditions as are mentioned and/or referred to in the title deed/s relating to the Property, all rights and encumbrances set out in the conditions of establishment and/or contained in the relevant township plan, such conditions as are or may hereafter be imposed by any

INITIAL Witness 1: _____ **INITIAL Seller:** _____

INITIAL Witness 2: _____ **INITIAL Purchaser:** _____

local authority, including the conditions imposed in respect of the rezoning and/or subdivision of the land comprising the Acres Precinct and subject to the provisions of the Constitution.

INITIAL _____

10.8 The Property is sold subject to such restrictions as may be imposed by any local authority in respect of the rezoning and/or subdivision of the Property and the Acres Precinct, including restrictions having regard to height, coverage or set back.

INITIAL _____

10.9 The Seller shall be entitled to register such servitudes across the Property and Acres Precinct as may be necessary for the purposes of the installation of services, including, *inter alia*, gas, electricity, telephone, television, sewerage, storm water drainage, solid waste removal and water supply.

INITIAL _____

10.10 The Purchaser hereby acknowledges that it is aware of the building restrictions applicable to the Property including the building guidelines pertaining to height, boundary restrictions, distance from the access road and the like, which will be binding on the Purchaser and its successors-in-title.

INITIAL _____

10.11 The Seller warrants that as at the Signature Date the Property is zoned as “sub-divisional area” and the rights attaching to such zoning in respect of the Acres Precinct are specifically set out in the Guide.

10.12 The Purchaser acknowledges and agrees that it has satisfied itself as to the condition of the Property and it is accordingly agreed that the Seller shall not be required to level the Property or carry out any earthworks or landscaping in respect thereof.

INITIAL _____

10.13 The Purchaser undertakes to have the soil conditions on the Property independently appraised at its cost in order to obtain the most efficient and appropriate foundation design for any proposed structure on the Property. It is recorded that the ground conditions in the Acres Precinct, of which the Property forms a part, vary in certain areas. The Purchaser hereby acknowledges that it will be its sole obligation to ensure that the ground foundation conditions are suitable for the relevant construction activity on the Property. the Seller gives no warranties and makes no representations as to the

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

suitability of the soil conditions on the Property for the erection by the Purchaser of any buildings thereon. The Purchaser acknowledges that it has been advised that a geotechnical investigation of the Property is required to be done to ensure that the foundation design of any improvements on the Property is appropriate for the actual founding conditions which prevail.

INITIAL _____

10.14 The Seller shall ensure that an 80 (eighty) ampere single-phase electrical supply connection is installed on the Property as at the Transfer Date, unless specifically otherwise indicated by the Seller.

10.15 The Purchaser acknowledges that it is aware thereof that agricultural activities are conducted on certain properties surrounding the Greater Val de Vie Developments (including the Acres Precinct) and that the HOA will take any measures required in terms of the National Environmental Management: Air Quality Act No. 39 of 2004 to ensure that measures are put in place for its members to safeguard the indoor air quality in habitable buildings owned by them anywhere on the Great Val de Vie Development (including the Acres Precinct) from emissions from normal agricultural activity.

INITIAL _____

11 HOMEOWNERS' ASSOCIATION

11.1 The Purchaser acknowledges that it is anticipated that the Property will fall under the jurisdiction of the HOA, which shall be a new home owners association, established on the transfer of the first erf by the Seller to a third party purchaser.

11.2 The HOA will be established for the benefit of, *inter alia*, all of owners of erven in the Acres Precinct and to control and maintain roads, services and amenities within the Acres Precinct.

11.3 The Purchaser shall become a member of the HOA on Transfer.

11.4 The Purchaser shall be entitled to download copies of the Constitution from the HOA's website or, prior to Transfer, request the Seller to furnish it with copies of the Constitution, and the Purchaser agrees to be bound thereby.

11.5 The HOA shall be responsible for the duties imposed by the Constitution and for which all members of the HOA will contribute a levy to be determined by the HOA from time to time. It is specifically recorded that the Anticipated Monthly Levy will be payable from

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

the Transfer Date, which levy may be amended from time to time by the HOA in its discretion.

11.6 The Seller records that 5% (five percent) of the levies that the Purchaser shall pay to the HOA from time to time shall be paid by the HOA to the Val de Vie Foundation, a foundation established with the sole aim of providing assistance to the disadvantaged communities in the Winelands area surrounding the Acres Precinct, and the Purchaser consents to such contribution being made to the aforesaid foundation.

INITIAL_____

11.7 The Purchaser shall be and remain a member of the HOA for as long as it is the registered owner of the Property and—

11.7.1 undertakes to familiarise itself with the contents of the Constitution and acknowledges that it is aware of the impact it will have on it and other owners of property within the Acres Precinct and in particular, the Purchaser hereby confirms that it understands that the engineering services provided on the Acres Precinct are private in nature and that the HOA will be responsible for the maintenance and sub-metering of such services;

11.7.2 shall comply with (and ensure that all occupants of the Property and its employees, agents, contractors, shareholders, directors and guests comply with) the provisions of the Constitution;

11.7.3 confirms that it understands that the engineering services provided in the Acres Precinct are private in nature and that the HOA will be responsible for the maintenance and sub-metering of such services; and

11.7.4 shall be responsible for and pay promptly on due date all levies and other charges as may be payable to the HOA in accordance with its Constitution, subject to the provisions of the management agreement referred to in clause 5.1.2.

INITIAL_____

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

11.8 The Purchaser acknowledges and agrees that no Improvements may be effected by the Purchaser other than by a Contractor, it being recorded that, in terms of the Constitution, the Developer or the HOA shall designate a list of Contractors who will be allowed to do building work of whatever nature and effect Improvements in the Acres Precinct.

INITIAL _____

11.9 The Purchaser further acknowledges that it will have no claim for damages or loss against the Developer or the HOA, arising from whatever cause as a result of any acts or omissions of a Contractor and hereby indemnifies the Developer and the HOA against any claim from any third party arising from the construction of such Improvements.

11.10 The Purchaser agrees that 1% (one percent) of the purchase price of the Property (or if there is no purchase price paid or payable, then 1% (one percent) of the fair market value of the Property) when it is sold by the Purchaser to a third party up to a maximum of R106,000 (one hundred and six thousand Rand) per sale transaction will be paid by the Purchaser (as seller of the Property) to the HOA as an exit levy. The aforesaid amount payable to the HOA will form part of the clearance to be obtained from the HOA in respect of registration of transfer of the Property in the name of such third party purchaser.

11.11 The amount payable to the HOA in terms of clause 11.10 can be adjusted annually by the HOA in accordance with the provisions of the Constitution, provided such increase shall not be more than the prevailing rate of inflation in South Africa at the time of such increase.

INITIAL _____

11.12 The Purchaser agrees that the HOA shall be entitled to make rules with regard to the use and enjoyment of facilities forming part of the Acres Precinct, including in particular and without limiting the generality of the foregoing, with regard to –

11.12.1 the preservation of the natural environment including vegetation and flora and fauna on the land comprising the Acres Precinct;

11.12.2 the maintenance and upkeep of any agricultural areas in the Acres Precinct;

11.12.3 the use and allocation of private parking areas on the private open spaces for owners of property forming part of the Acres Precinct, including their guests;

11.12.4 the use of recreation and entertainment areas and amenities and facilities;

INITIAL Witness 1: _____ **INITIAL Seller:** _____

INITIAL Witness 2: _____ **INITIAL Purchaser:** _____

- 11.12.5 the storage of flammable and other harmful substances;
- 11.12.6 the conduct of any person and the prevention of nuisance of any nature of the owner of any property forming part of the Acres Precinct;
- 11.12.7 the introduction of traffic calming measures;
- 11.12.8 the introduction and maintenance of security facilities;
- 11.12.9 the imposition of fines and other penalties that may be payable by and enforced against members of the HOA; and
- 11.12.10 generally, such other matters as may be necessary for the harmonious and beneficial use and enjoyment of the Acres Precinct.
- 11.13 The Purchaser acknowledges that it is aware that the HOA will be liable for the maintenance and upkeep of the services infrastructure, street lights and roads in the Acres Precinct.

INITIAL_____

12 THE BUILDINGS

- 12.1 It is recorded that the Seller is a “supplier” as defined in the CPA and that the Property is sold with an “implied warranty of quality” as provided for in section 56 of the CPA, being a warranty that the Property complies with the requirements and standards contemplated in section 55 of the CPA, which section 55 provides that the Purchaser has a right to receive the Property on the basis that –
 - 12.1.1 it will be reasonably suitable for the purposes for which it is generally intended;
 - 12.1.2 it is of good quality, in good working order and free of any defects; and
 - 12.1.3 it will be usable and durable for a reasonable period of time, having regard to the use to which the Property would normally be put and to all the surrounding circumstances of its supply except to the extent that the Buildings have been altered after having left the control of the Seller.

INITIAL_____

12.2 It is, however, (as provided for in section 55(6) of the CPA) recorded that–

INITIAL Witness 1: _____ **INITIAL Seller:** _____

INITIAL Witness 2: _____ **INITIAL Purchaser:** _____

12.2.1 the Purchaser has been expressly informed that the Property is offered to the Purchaser in the condition as it stands with certain patent (visible) defects and possible latent (invisible) defects; and

INITIAL _____

12.2.2 that the Seller has allowed the Purchaser a reasonable opportunity to examine the Property that the Purchaser has carefully inspected the Property and hereby expressly agrees to accept the Property in the condition that it stands or, if the Buildings still need to be erected in terms of the provisions of this Agreement, the Purchaser agrees to accept the Property as it stands provided the Buildings are erected in a workmanlike fashion and in substantially in terms of the attached plans and specifications.

INITIAL _____

12.3 In the event of a dispute as to whether the Buildings have been erected in a workmanlike fashion and substantially in terms of **Appendices 6, 7 and 8**, the matter shall be referred to the Architect, acting as expert and not as arbitrator, who shall determine whether the Buildings have been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications and if he determines that same is not the case, the Seller shall do everything required by the Architect until the Architect is satisfied that the Buildings have been erected in a workmanlike fashion and substantially in terms of the **Appendices 6, 7 and 8**.

12.4 If the Architect, after his first inspection, determines that the Buildings have been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications, the Purchaser shall pay his costs, otherwise his costs shall be paid by the Seller.

12.5 In terms of the provisions of section 13(2) of the NHBRC Act, the Seller gives the following warranties to the Purchaser in respect of the Buildings –

12.5.1 the Buildings constructed or to be constructed in terms of this Agreement –

12.5.1.1 are or shall (if they still need to be erected in terms of this Agreement) be constructed in a workmanlike manner;

12.5.1.2 are or shall be fit for habitation; and

12.5.1.3 are or shall be constructed in accordance with –

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

- 12.5.1.3.1 the NHBRC Technical Requirements to the extent applicable to the Buildings at the date of enrolment of the Buildings with the Council; and
- 12.5.1.3.2 the plans and specifications hereunto annexed as **Appendices 5 to 8**;
- 12.5.2 The Seller shall –
 - 12.5.2.1 subject to the limitations and exclusions that may be prescribed by the Minister of Housing, at the cost of the Seller and upon demand by the Purchaser, rectify major structural defects in the Buildings caused by the non-compliance with the NHBRC Technical Requirements and accruing within a period of 5 (five) years as from the Transfer Date, and notified to the Seller by the Purchaser within that period;
 - 12.5.2.2 rectify non-compliance with or deviation from the terms, plans and specifications of the Agreement or any deficiency related to design, workmanship or material notified to the Seller by the Purchaser within a period of 3 (three) months as from the Transfer Date; and
 - 12.5.2.3 repair roof leaks attributable to workmanship, design or materials occurring and notified to the Seller by the Purchaser within 12 (twelve) months as from the Transfer Date.
- 12.6 The Purchaser shall, within 30 (thirty) days of the Transfer Date notify the Seller in writing of all or any material faults or defects in the Buildings, failing which the Purchaser shall be deemed to have accepted the Buildings in good order and condition. The Seller shall accordingly be relieved of its obligations in terms of this clause if the Purchaser fails to notify the Seller during the aforesaid period of any faults or defects.
- 12.7 Within a reasonable time of receiving such written advice, the Seller shall cause all or any reasonable repairs as notified by the Purchaser to be effected as soon as is reasonably possible during normal working hours.
- 12.8 A certificate issued by the Architect stating that any defects for which the Seller is liable in terms of this clause 12 has been made good, shall be final and binding on the Parties and shall relieve the Seller from any further obligations whatever in respect of any such defect. Any installation work carried out by the Purchaser is expressly excluded from this clause.

INITIAL Witness 1: _____ **INITIAL Seller:** _____

INITIAL Witness 2: _____ **INITIAL Purchaser:** _____

13 FURNITURE, FIXTURES AND FITTINGS AND GOLF CART

13.1 The Purchaser shall purchase the Property furnished with the Furniture, Fixtures and Fittings as provided for in **Appendix 10**. The Seller shall be entitled to vary the specifications of the Furniture, Fixtures and Fittings, provided that same shall not be to a material degree.

13.2 The Furniture, Fixtures and Fittings shall be new and of a reasonable standard and quality.

13.3 In addition to the aforesaid, the Purchaser shall acquire a golf cart with the specifications as set out in **Appendix 11** attached hereto, ownership of which shall transfer to the Purchaser on the Transfer Date, or as soon as possible thereafter, for use by its directors, shareholders and their invitees and guests. The Purchaser shall do all such actions and sign all such documentation as may be require to give effect to the transfer aforesaid.

14 SELLER’S RIGHTS IN RESPECT OF PURCHASER

14.1 It is expressly recorded that, for so long as the Seller owns any property forming part of the Acres Precinct, it shall –

14.1.1 be entitled to nominate up to 4 directors for appointment to the board of directors of the Purchaser; and

14.1.2 be required to consent to any amendment to the memorandum of incorporation of the Purchaser.

14.2 The Purchaser shall procure that its shareholders are bound by the aforesaid provisions and in this regard, the Purchaser undertakes that it shall procure that its memorandum of incorporation provides for the aforesaid rights of the Seller and that the aforesaid rights may only be revoked by written agreement between the Parties.

14.3 Furthermore, it is expressly recorded that the Seller’s consent shall be required before the Purchaser terminates the Management Agreement, on the terms set out therein, and the Developer’s approval shall be required prior to the appointment of a new manager.

INITIAL_____

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

15 ELECTRICAL COMPLIANCE CERTIFICATE

- 15.1 The Seller shall provide the Purchaser at its own cost, on or before the date of occupation mentioned above, or the date of registration, with a certificate of compliance in accordance with the provisions of Government Regulation 2920 of 1992 issued in terms of the Machinery and Occupational Safety Act No. 6 of 1983 by an accredited person registered with the Electrical Contracting Board of South Africa, in a form acceptable to the supplier of electricity, certifying that the electrical installation on the Property is in accordance with SABS 0142. Should the aforesaid person report that there is a fault or defect in the electrical installation, the Seller shall be obliged, at its own cost, within 21 (twenty one) days of receipt of such report and recommendations, to contract with an electrical contractor or any other person to issue the certificate of compliance. Should the certificate predate this Agreement, the Seller warrants that the certificate is valid in respect of all existing electrical installations on the Property.

- 15.2 The Seller undertakes to effect no alteration of whatever nature to the electrical installation in the Property hereby sold after the date of issue of the certificate.

16 ADVERTISING ON THE COMMON PROPERTY

- 16.1 The Seller shall be entitled at any time to erect such signage, flagpoles, messages or any other form of notices or advertising on the Acres Precinct for the purposes of selling and/or letting of properties in the Acres Precinct.

- 16.2 The Purchaser shall not be entitled to display any "For Sale" and/or "To Let" signs on the Property or the Acres Precinct.

17 RESTRICTION AGAINST ALIENATION

- 17.1 Until the Purchaser has complied with all of its obligations in terms of this Agreement, the Purchaser shall not be entitled to sell the Property to any third party, without the prior written consent of the Seller and its successors-in-title and/or the HOA, as the case may be and unless the Purchaser and/or transferee of the Property agrees in writing to observe the terms and conditions of this Agreement and in which event the Seller may charge a fee in respect of such resale for documentation, vetting of purchaser, obtaining legal advice, administration fee, etc in an amount not exceeding 2% (two percent) of the resale price.

INITIAL _____

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

17.2 The Property may not be sold, transferred, leased or otherwise alienated or disposed of to any person other than in accordance with the provisions of the Constitution and this Agreement.

INITIAL_____

18 IMPROVEMENTS TO PROPERTY

18.1 The Property shall be maintained and all Improvements thereon shall be erected and maintained in accordance with the requirements of the Constitution and to the satisfaction of the HOA.

18.2 All Improvements to the Property, including any alterations to existing Improvements, shall be carried out in accordance with building plans approved by the HOA.

18.3 The plans of all buildings, boundary walls or other structures to be erected on the Property shall comply with any architectural guidelines prescribed by the HOA, as amended by the HOA, from time to time.

18.4 The Purchaser acknowledges that it is fully aware and satisfied with the contents of the Guide.

18.5 All plans must be submitted to the HOA for its approval prior to submission to the Drakenstein Municipality for its approval. A fee for the scrutinising and approval of such plans by the HOA will be payable by the Purchaser. Such fees for scrutinising work done by the HOA will be determined by them from time to time.

18.6 Building operations on the Property, including any alterations to existing improvements on the Property, may not commence before the written consents of the HOA and local authority have been endorsed on the Purchaser's building plan.

18.7 Any amendments and/or variations to building plans may only be undertaken by the Purchaser with the HOA and local authority's prior written consent, which consent shall not be unreasonably withheld.

INITIAL_____

18.8 It is agreed that the foregoing and any architectural guidelines prescribed by the HOA may be included in the title deed of the Property.

18.9 The Purchaser acknowledges and agrees that it shall ensure that all of its visitors, invitees, employees, representatives, shareholders, directors and/or contractors comply with the provisions of the Constitution.

INITIAL_____

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

18.10 The Purchaser shall grant the Seller and/or the HOA's representatives access to the Property in order to ensure compliance with the provisions of this clause 18.

19 TITLE DEED CONDITIONS

The Seller and/or its successors in title shall be required to ensure that in addition to all the conditions of title, conditions of sub-division and servitudes, the following conditions of title be included in any title deed in terms of which a Purchaser and/or its successor in title obtain transfer of the Property-

1. *“Every owner of the erf or any subdivision thereof or any interest therein and their successors-in-title shall become and remain a member of the Acres Home Owners Association (“HOA”) and be subject to its Constitution until it ceases to be an owner as aforesaid. Neither the erf nor any subdivision thereof or any interest therein shall be alienated, encumbered, or mortgaged to or in favour of any person who has not bound itself to the satisfaction of the HOA to become a member of the HOA, furthermore, until a clearance certificate from the HOA has been obtained certifying that the provisions of its Constitution have been complied with.”*

20 RIGHTS AND OBLIGATIONS OF THE SELLER

- 20.1 The Seller is entitled to utilise any one or more of its unsold houses/ buildings on the Acres Precinct until all the erven in the Acres Precinct have been sold as a sales office and/or a show house and/or temporary functional clubhouse.
- 20.2 The Seller shall develop and market the Acres Precinct in phases (as the Seller deems fit) and, for as long as the Seller is a member of the HOA, the Seller shall enjoy unrestricted rights with regard to the marketing of the Acres Precinct and, in particular, the right to erect signage within and outside of the Acres Precinct.
- 20.3 The Seller has reserved the right and is entitled to build and establish on the Acres Precinct other amenities and facilities as it in its sole discretion deems fit. The Seller shall in its sole discretion be entitled to establish such aforementioned amenities and facilities on any portion of the Acres Precinct with the approval of the local or relevant authority and operate same for its own benefit, separate and independent from the remainder of the Acres Precinct.
- 20.4 With regards to facilities situated on the so-called Greater Val de Vie Estate (i.e. the areas falling under the jurisdiction of the Val de Vie Winelands Lifestyle Estate Homeowners' Association and the Val de Vie II Homeowners' Association (**“the VDV**

INITIAL Witness 1: _____ **INITIAL Seller:** _____

INITIAL Witness 2: _____ **INITIAL Purchaser:** _____

HOAs”) adjacent to the Pearl Valley Estate, the Purchaser shall, as a member of the HOA, be entitled to access to the facilities and land forming part of the Greater Val de Vie Estate –

- 20.4.1 on the basis that such access is not indefinite and can be revoked by the VDV HOAs on short notice to the HOA; and
- 20.4.2 subject to conditions of membership or other rules laid down by the owners of such facilities and/or the VDV HOAs.
- 20.5 The Seller, or its successors-in-title, shall be entitled to apply for, and subject to the necessary approval being granted by the local authority, vary the layout and/or zoning and/or size and/or boundaries of erven and/or the extent and position of streets comprising the Acres Precinct, provided that the Seller shall do so in consultation with the Purchaser if any such variation shall materially adversely affect the rights of the Purchaser and shall be bound thereby and shall have no claim of whatsoever nature against the Seller or its successors-in-title arising therefrom.

INITIAL _____

21 RECREATIONAL FACILITIES

- 21.1 The Purchaser shall be entitled to make use of current and future recreational facilities situated on the Acres Precinct and on the Pearl Valley Estate and agrees to use such facilities in accordance with the rules formulated from time to time regarding the usage thereof, subject at all times to the provisions of clause 22.5 below.
- 21.2 The Purchaser acknowledges and agrees that, by acquiring the Property, he shall automatically become a member of the PV Club as from the Transfer Date and shall remain a member of the PV Club for so long as he is the registered owner of the Property, it being compulsory for the Purchaser as a property owner to become and so remain a member of the PV Club.
- 21.3 It is recorded that the Purchaser, by virtue of its membership of the PV Club, shall have access to the same facilities to which other members of the PV Club have access in their capacity as such, subject to the constitution and rules of the PV Club from time to time.
- 21.4 It is recorded that the Developer shall make payment of the entrance fee for such PV Club membership on behalf of the Purchaser and accordingly no entrance fee shall be payable by the Purchaser, provided however that the Purchaser shall make payment of the annual subscription fee determined by the Developer of the Pearl Valley Estate (as defined in the Pearl Valley HOA Constitution) (“**Subscription Fee**”). The Purchaser

26

INITIAL Witness 1: _____ **INITIAL Seller:** _____

INITIAL Witness 2: _____ **INITIAL Purchaser:** _____

shall make payment of the first such Subscription Fee to the Seller to pay to the Developer as aforesaid, such payment to be made by the Purchaser to the Seller on the Transfer Date, failing which the right to use the Golf Course, PV Club Facilities and PV Recreational Facilities shall automatically be suspended until the Subscription Fee has been paid. The Purchaser shall be obliged to pay his Subscription Fee even though his membership has been suspended and the Purchaser shall not be entitled to claim a discount or a rebate on his Subscription Fee during the period of his suspension.

21.5 The Purchaser shall be entitled, as a member of the PV Club, to make use of the PV Club Facilities and/or PV Recreational Facilities and/or acquire playing rights in respect of the Golf Course in accordance with the PV Club rules as formulated from time to time, depending on his category of membership.

21.6 In the event that the Purchaser sells the Property, the Purchaser's membership of the PV Club shall lapse upon transfer of the Property to the new purchaser. The new purchaser shall likewise be obliged to become a member of the PV Club and shall pay the entrance fee and Subscription Fee.

22 ACKNOWLEDGEMENT

22.1 The Purchaser acknowledges that –

22.1.1 the Acres Precinct is adjacent to the Pearl Valley Estate and the Greater Val de Vie Development;

22.1.2 it is aware that the land comprising the Acres Precinct adjoins an operating farm. The Purchaser hereby acknowledges that it may be exposed to such associated activities which may accordingly result in an amount of inconvenience;

22.1.3 equestrian and recreational activities may take place on the private open spaces forming part of the Pearl Valley Estate. Game farming activities will potentially also take place on the aforesaid spaces and on the Greater Val de Vie Development. The Purchaser hereby acknowledges that it may accordingly be exposed to such associated activities which may result in an amount of inconvenience;

22.1.4 it is aware that the Seller shall develop and market the Acres Precinct and the Greater Val de Vie Development in phases (as the Seller deems fit). The Purchaser hereby acknowledges that it may accordingly be exposed to such associated activities which may result in an amount of inconvenience and specifically agrees not to interfere with or obstruct the Seller from proceeding with

27

INITIAL Witness 1: _____ **INITIAL Seller:** _____

INITIAL Witness 2: _____ **INITIAL Purchaser:** _____

the Acres Precinct in phases or to lodge an objection with any competent authority in respect of any such phased development. In particular, but without derogating from the generality of the foregoing the Purchaser agrees that it will not object to any application made by or on behalf of the Seller for special usage consent, licences for shopping, commercial, rezoning, removal of conditions of title under the Removal of Restrictions Act or by way of an application to Court or to any local or other competent authority in respect of any property within the Acres Precinct;

22.1.5 it is anticipated that the Greater Val de Vie Development shall be developed into several mixed use developments by the respective developers, or their successors in title. The Purchaser hereby acknowledges that it may accordingly be exposed to such associated activities which may result in an amount of inconvenience;

22.1.6 it is further anticipated that a hotel and school shall be built on certain properties forming part of the Greater Val de Vie Development. The Purchaser hereby acknowledges that it may accordingly be exposed to activities related to the operations of such a hotel and school which may result in an amount of inconvenience; and

22.1.7 the owners of land surrounding the Property will be erecting buildings and other structures thereon which may block or otherwise interfere with the views from the Property and the Purchaser specifically agrees that it shall have no right to object to the construction of any building or other structure which blocks or otherwise interferes with the views, as aforesaid, nor will it have a claim for diminution in value of the Property arising out of any interference with the views from the Property by reason of the construction of any such buildings and/or structures.

INITIAL_____

22.2 In addition to the aforesaid acknowledgements, the Purchaser hereby accepts and agrees that it will be exposed to the aforesaid activities which may result in an amount of inconvenience.

INITIAL_____

22.3 The Seller further records that the developers of the various developments forming part of the Greater Val de Vie Development have obtained and may in future apply for further or amended use rights in respect of their respective developments, including but not limited to single residential, group housing, townhouses, hotel use, religious use rights, business/commercial, restaurants, theatre facility/ies, sport, light industrial and educational use rights. The Purchaser hereby consents to such use rights and agrees

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

not to object or to oppose to any application which may be made by a developer (including the Seller) to the local or competent authority concerned in this regard.

22.4 The Purchaser acknowledges that it understands that the Seller makes no representations regarding the aforementioned developments or facilities and that the purpose of the inclusion of the aforementioned clauses into this Agreement is merely in order to bring potential inconvenience to the Purchaser's attention, and the Seller shall not be obliged or bound to proceed with the uncompleted phases of the Acres Precinct but may do so in stages or phases and within periods in the Seller's sole discretion.

22.5 The Purchaser hereby waives any claim of any nature against either of the Seller, its agents, employees and officials from any liability or responsibility to the Purchaser or any other person, claiming through it by way of subrogation or otherwise, for any loss or damage to the Purchaser's property or the property of any of its visitors, agents, employees, representatives or invitees as a result of the activities contemplated in clause 22.1 above, regardless of how such loss or damage may occur, even if such damage or loss may have been caused by the negligence of the Seller, its agents employees or officials.

INITIAL _____

23 BREACH

23.1 In the event of either of the Parties hereto ("**the Defaulting Party**") committing a breach of any of the provisions of this Agreement, then the Party not in default ("**the Aggrieved Party**") shall be entitled to give the Defaulting Party 7 (seven) days written notice to remedy such breach. Should the Defaulting Party fail to comply with such notice, the Aggrieved Party shall be entitled, without prejudice to any other rights that it may have in law, at its option either to -

23.1.1 cancel this Agreement and claim damages or to claim immediate payment and/or;

23.1.2 claim immediate performance by the Defaulting Party of all the Defaulting Party's obligations and claim damages.

23.2 In any such event and on condition that the Defaulting Party is the Purchaser, any amounts paid by the Purchaser shall accrue to the Seller as damages without prejudice to the right of such the Seller's to claim further damages or to such other remedies as it may have by law.

INITIAL _____

INITIAL Witness 1: _____ INITIAL Seller: _____

INITIAL Witness 2: _____ INITIAL Purchaser: _____

23.3 Should the Aggrieved Party instruct its attorneys to take any steps against the Defaulting Party to enforce any of the Aggrieved Party's rights in terms of this Agreement or to claim payment of any monies payable in terms of this Agreement, the Defaulting Party shall be liable for payment of all tracing fees, collection fees and other legal costs on the scale of attorney and own client.

24 ADDRESSES FOR RECEIVING NOTICES

24.1 The Parties choose as the address for receiving any notices or legal process in terms of this Agreement, their respective addresses set out in paragraphs 1 and 2 of the Schedule for all purposes arising out of or in connection with this Agreement at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

24.2 Should any Party at any time wish to change its abovementioned physical address, written notice of such change shall be delivered to the other Party provided that such changed physical address shall be a physical address within the Republic of South Africa and provided further that such change shall only be effective as from the date of receipt of such notice or such later date as may be stipulated in such notice.

24.3 Any notice given in terms of this Agreement shall be in writing and shall –

24.3.1 if delivered by hand or by courier be deemed to have been duly received by the addressee on the date of delivery;

24.3.2 if transmitted by electronic mail message be deemed to have been delivered to and received by the addressee on the first Business Day following transmission, unless the contrary is proved.

24.4 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from another, shall be adequate written notice or communication to such Party.

25 DISPUTE RESOLUTION

25.1 Any Party may, after written notice to this effect, refer any dispute arising from the terms of this Agreement to arbitration to be determined in terms of this clause 25 in accordance with the Expedited Rules of the Arbitration Foundation of Southern Africa (“AFSA”), subject to the provisions of clause 12.3 above.

INITIAL Witness 1: _____ **INITIAL Seller:** _____

INITIAL Witness 2: _____ **INITIAL Purchaser:** _____

- 25.2 This clause shall not prevent any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction, pending the decision of an arbitrator.
- 25.3 The Parties hereby consent to the arbitration being dealt with on an urgent basis in terms of the Rules of AFSA should either Party, by written notice, require the arbitration to be held on an urgent basis. In such event either Party may apply to the AFSA Secretariat as required in terms of the said Rules to facilitate such urgent arbitration.
- 25.4 The arbitration shall be held –
- 25.4.1 at Cape Town;
- 25.4.2 with only the legal and other representatives of the Parties to the dispute present thereat; and
- 25.4.3 otherwise in terms of the Arbitration Act, unless otherwise provided for herein.
- 25.5 The arbitrator shall be a practising advocate of the Cape Bar of at least ten years' standing, appointed by agreement between the parties to the dispute, subject to clause 25.6.
- 25.6 Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the giving of notice in terms of clause 25.1, the arbitrator shall be appointed by the Chairperson of the Cape Bar Council (or by AFSA if the Cape Bar Council no longer exists), at the request of either Party to the dispute.
- 25.7 The Parties hereby consent to the jurisdiction of the High Court of South Africa in respect of the proceedings referred to in clause 25.8.
- 25.8 The decision of the arbitrator shall be final and binding on the Parties to the dispute and may be made an order of the court referred to in clause 25.7, at the instance of any of the parties to the dispute.
- 25.9 The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- 25.10 It is recorded that it is the intention of the Parties, that any dispute referred to arbitration in terms of clause 25.1 shall be resolved strictly in accordance with the provisions of this clause 25. The Parties accordingly agree and undertake as follows -

INITIAL Witness 1: _____ **INITIAL Seller:** _____

INITIAL Witness 2: _____ **INITIAL Purchaser:** _____

- 25.10.1 that it shall not make any application to Court as contemplated in terms of section 3(2) of the Arbitration Act;
- 25.10.2 that it shall not make any application as contemplated in terms of section 20(1) of the Arbitration Act; and
- 25.10.3 the periods set out in section 23 of the Arbitration Act shall not be applicable to any arbitration proceedings arising out of this Agreement.

26 FURTHER DOCUMENTS

Notwithstanding anything to the contrary contained in this Agreement, the Purchaser acknowledges and declares, by affixing its signature hereto, it has studied the undermentioned documents and that it is satisfied with the contents thereof and accepts that this Agreement will be subject to the provisions thereof, namely:

- 26.1 the Constitution as at the Signature Date;
- 26.2 the Guide;
- 26.3 Plan depicting the Greater Val de Vie Development; and
- 26.4 Site Layout and Development Plan.

INITIAL_____

27 GENERAL

- 27.1 Each of the provisions of this Agreement is separate and severable and enforceable accordingly. If any such term or condition is or becomes unenforceable for any reason whatsoever, that term or condition is severable from and shall not affect the validity of any other term or condition contained in this Agreement.
- 27.2 The expiration, cancellation or other termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.
- 27.3 If the operation of this Agreement is suspended or conditional upon the happening of any event and if any obligation or restriction imposed on the parties or any of them is clearly intended to be implemented and given effect to notwithstanding the fact that this

INITIAL Witness 1: _____ **INITIAL Seller:** _____

INITIAL Witness 2: _____ **INITIAL Purchaser:** _____

Agreement in its entirety may at that time not yet be unconditional, then the relevant obligation or restriction shall nevertheless apply and be given effect to, and the relevant provisions shall create binding obligations on the parties.

27.4 Provided that the CPA does not apply to this Agreement, the Parties agree that this Agreement constitutes the entire agreement between the Parties as to the subject matter hereof and save as may be expressly set out herein, no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.

27.5 No indulgence, leniency or extension of time which any Party may give or allow to the other Party in respect of the performance of any obligation hereunder, shall in any way prejudice the Party giving or allowing the indulgence, leniency or extension or preclude such Party from exercising any of its rights and enforcing the obligations of the other Party in terms of this Agreement.

27.6 No addition to, alteration, cancellation, variation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.

27.7 The Seller shall be entitled to cede, assign or delegate any of its rights and/or obligations in terms of or arising from this Agreement to any third party without the prior written consent of the Purchaser and the Purchaser further agrees, notwithstanding anything to the contrary contained in this Agreement, the Seller shall have the right to sell the Acres Precinct to a third party without first having to obtain the consent of the Purchaser.

27.8 The Purchaser shall not be entitled to cede, assign or delegate any of its rights and/or obligations in terms of or arising from this Agreement to any third party without the prior written consent of the Seller.

INITIAL _____

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

28 CONSUMER PROTECTION ACT

28.1 The Purchaser confirms that it has considered all of the clauses in terms whereof it, amongst other things, limit the liability of the Seller or any other person and acknowledges any fact, in detail. The Parties further acknowledge that none of the terms of this Agreement should be construed as an acknowledgement that the CPA applies to this transaction in circumstances where the CPA would not have been applicable to the transaction.

INITIAL _____

28.2 The Purchaser acknowledges that in terms of the CPA it has the right to receive goods, in this case the Property, that:

28.2.1 are reasonably suitable for the purposes for which the goods are generally intended;

28.2.2 are of good quality, in good working order and free of defects; and

28.2.3 comply in general with the requirements and standards contemplated in section 55 of the CPA,

and accordingly the Purchaser declares and acknowledges that when requested to do so prior to date of Transfer, the Purchaser will satisfy itself that taking into account the usage of the Property for residential purposes, the provisions of the CPA are complied with to the extent applicable.

INITIAL _____

28.3 If and to the extent applicable, for the purposes of the CPA, the Purchaser and the signatory on its behalf (where applicable), after due consideration, by his signature of this Agreement acknowledge and agree that -

28.3.1 it has entered into this Agreement freely and voluntarily and that no circumstances exist for its alleging either now or at any future time that it was at a disadvantage in agreeing to the terms and conditions contained herein or was in anything other than an equal bargaining position with the Seller agreeing to such terms and conditions as are contained herein;

28.3.2 it has done its own investigations whether to enter into this Agreement or not without any undue influence, pressure, duress, harassment or unfair tactics from the Seller;

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

- 28.3.3 it understands the content, significance and import of this Agreement without undue effort, having regard to –
- 28.3.3.1 the context, comprehensiveness and consistency of the Agreement;
 - 28.3.3.2 the organisation, form and style of the Agreement;
 - 28.3.3.3 the vocabulary, usage and sentence structure of the Agreement; and
 - 28.3.3.4 the use of any illustrations, examples, headings or other aids to reading and understanding.

INITIAL _____

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

CLIENT INVESTMENT MANDATE
INSTRUCTION TO INVEST TRUST MONEYS

Section 86(4) of the Legal Practice Act (No 28 of 2014) (as amended)

[DELETE WHICHEVER IS NOT APPLICABLE]

To: **HAYES INCORPORATED**
Attorneys, Notaries & Conveyancers
Cape Town

TRANSFER

FROM: Pearl Valley Investments (Pty) Ltd

Registration number: 2015/068356/07

TO: PURCHASER 1: _____
(Purchaser full name)

Registration / ID Number: _____

PURCHASER 2: _____
(Purchaser full name)

Registration / ID Number: _____

OF: **ERF** _____ **Pearl Valley Estate**
(Property description)

I/We, the undersigned, being the Transferee in the abovementioned transaction, hereby confirm our instructions to Hayes Incorporated to invest with Investec all funds paid to Hayes Incorporated on account of the purchase price, on the basis that:

1. the amount is invested in a trust savings account or other interest-bearing account;
2. the account contains a reference to Section 86(4) of the Legal Practice Act (No 28 of 2014) (as amended);
3. the interest which accrues on such investment is to be for my/our benefit and is to be paid to me/us, after deducting your professional fee and costs for administering the investment, as soon as possible after the date of registration of the above-mentioned transaction, subject to the provisions of Section 86(5)(b) of the Legal Practice Act, which requires all banks to sweep 5% of interest earned on Section 86(4) investment accounts and to pay such amount over on a monthly basis to an account nominated by the Legal Practitioners Fidelity Fund.

INITIAL Witness 1: _____ **INITIAL Seller:** _____

INITIAL Witness 2: _____ **INITIAL Purchaser:** _____

4. I/we acknowledge that the agent is entitled to levy a professional fee and cost for administering the investment, which fee will be levied as a flat percentage of the interest earned on the invested monies, depending on the size and/or nature of the deposit held
5. the capital amount invested is to be paid in accordance with the transferor's instructions on the date of registration of transfer.
6. I/we am aware of the fact that while the funds are so invested with the said bank, the funds are not protected against a possible liquidation of the said bank.

PURCHASER 1

DATE

PURCHASER 2

DATE

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

SITE DEVELOPMENT PLAN

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

MASTER PLAN

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

THE GUIDE

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

SCHEDULE OF DETAILS

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

FLOOR PLAN

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

FINISHING SCHEDULE

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

SELECTION OF FINISHES

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

OPTIONAL EXTRAS

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

FURNITURE, FIXTURES AND FITTINGS

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

GOLF CART SPECIFICATIONS

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____

GENERAL PLAN

INITIAL Witness 1: _____

INITIAL Seller: _____

INITIAL Witness 2: _____

INITIAL Purchaser: _____