



Property Auction

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Duly instructed by
Melron Investments (Pty) Ltd (in liquidation)
Registration no.: 2006/003598/07

Represented herein by

Kurt Robert Knoop N.O. and Ntshengedzeni Anthony Michael Thsivhase N.O. in their capacities as the duly appointed Liquidators of the Melron Investments (Pty) Ltd (in liquidation), Registration no.: 2006/003598/07 acting under Certificate of Appointment No. N000241/2025 and issued by the Master of the High Court of South Africa, Pietermaritzburg ("the Seller")

The Seller hereby offers for sale by public auction the immovable property described as:

Erf 429 Port Zimbali, Registration Division FU, Province of KwaZulu Natal in the extent of 940 square meters and held under Title Deed no.: T20824/2019, located at 3 Birdie Close, Zimbali Estate, Ballito, KwaZulu-Natal

("the Property"), together with all improvements thereon and, where applicable, the income-generating enterprise conducted thereon, including all existing lease agreements, tenancy rights, rental income and the Seller's rights and obligations thereunder, is sold to the Purchaser subject to the following terms and conditions:

1. INTERPRETATION

- 1.1. In this agreement, unless inconsistent with or otherwise indicated by the context:
 - 1.1.1. words importing one gender include the other genders;
 - 1.1.2. words importing natural persons include juristic persons and vice versa;
 - 1.1.3. words importing the singular include the plural and vice versa.
 - 1.1.4. "Confirmation Period" means the period stipulated in the Schedule.
 - 1.1.5. "Day" or "Days" shall mean Business Days other than a Saturday, Sunday or public holiday in the Republic of South Africa.
- 1.2. The headings contained in this agreement are inserted for convenience only and shall not affect the interpretation of any provision hereof.
- 1.3. Any reference to legislation shall include any amendment, replacement or re-enactment thereof.

2. AUCTION PROCEDURE

- 2.1. The auction shall be conducted subject to the Rules of Auction and the provisions of the Consumer Protection Act 68 of 2008.
- 2.2. The Auctioneer shall have the sole right to regulate the bidding procedure.
- 2.3. In the event of any dispute arising between bidders, the decision of the Auctioneer shall be final and binding.
- 2.4. Subject to clause 3 below, the Property shall be sold to the highest bidder.
- 2.5. Every bid shall constitute an irrevocable offer to purchase the Property for the amount bid.
- 2.6. No bid may be withdrawn prior to the expiry of the confirmation period during which the offer remains open for acceptance by the Seller.

SELLER INITIALS: _____
WITNESS 1: _____ WITNESS 2: _____

PURCHASER INITIALS: _____
WITNESS 1: _____ WITNESS 2: _____

- 2.7. The Auctioneer shall be entitled to correct any *bona fide* error made during the auction.
- 2.8. The Purchaser acknowledges that the Rules of Auction were made available prior to the auction and were accepted by the Purchaser upon registration as a bidder.

3. SIGNATURE, ACCEPTANCE AND CONFIRMATION

- 3.1. The highest bidder ("the Purchaser") shall sign these Conditions of Sale immediately upon request by the Auctioneer.
- 3.2. If this agreement is concluded with more than one Purchaser, such Purchasers shall be jointly and severally liable in *solidum*.
- 3.3. The Purchaser's offer shall remain open for acceptance by the Seller for a period of 14 (fourteen) working days from the last date of the auction, ending at 12h00 on Wednesday, 9th December 2026 ("the Confirmation Period").
- 3.4. The Seller may accept the Purchaser's offer at any time before expiry of the Confirmation Period.
- 3.5. Acceptance of the offer shall be communicated to the Purchaser in writing by the Auctioneer.
- 3.6. The Seller reserves the right to extend the Confirmation Period for a further period not exceeding 14 (fourteen) days, provided written notice is given to the Purchaser.
- 3.7. Any extension beyond the additional 14 (fourteen) day period shall require the written agreement of the parties.
- 3.8. The Seller reserves the right to reject the Purchaser's offer without furnishing reasons therefor.
- 3.9. In the event of the Seller rejecting the Purchaser's offer, the Seller shall be entitled to accept any other offer received in respect of the Property.

4. PURCHASE PRICE

The Purchase Price, exclusive of Value Added Tax ("VAT") where applicable, shall be payable by the Purchaser as follows:

- 4.1. A deposit equal to 10% (ten percent) of the Purchase Price shall be payable by the Purchaser to the Auctioneer immediately upon the fall of the hammer.
- 4.2. The Purchaser hereby authorises the Auctioneer to pay the deposit to the Conveyancer upon acceptance or confirmation of the sale by the Seller.
- 4.3. The balance of the Purchase Price shall be payable against registration of transfer of the Property into the name of the Purchaser and shall pending registration be secured by an irrevocable guarantee issued by a financial institution acceptable to the Seller.
- 4.4. The guarantee referred to in clause 4.3 shall be delivered to the appointed conveyancer ("the Conveyancer") within 30 (thirty) days from the Date of Acceptance and shall be payable free of exchange.
- 4.5. The Purchaser's signature hereto shall constitute the Purchaser's written consent to authorise the Agent to invest all amounts paid on account of the Purchase Price in a trust account with a bank of the Agent's choice. Any interest shall accrue to the Property Practitioners Fidelity Fund in terms of section 34 (2) of the Property Practitioners Act unless the parties agree otherwise in writing.
- 4.6. The Purchaser acknowledges that the Conveyancer may only give effect to the investment mandate once the Purchaser has complied with all Financial Intelligence Centre Act 38 of 2001 ("FICA") requirements and any other requirements necessary to effect transfer.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

- 4.7. In lieu of furnishing a guarantee as contemplated in clause 4.3, the Purchaser may elect to pay the full balance of the Purchase Price to the Conveyancer upon acceptance of the offer by the Seller.
- 4.8. Upon payment of the full Purchase Price to the Conveyancer, any interest obligation that may otherwise arise shall fall away, provided that such funds shall be invested by the Conveyancer in accordance with section 86(4) of the Legal Practice Act for the benefit of the Seller.
- 4.9. In the event of the Purchaser paying the full balance of the Purchase Price to the Conveyancer, the interest contemplated in clause 7 shall not apply, provided that the full Purchase Price shall be invested by the Conveyancer on behalf of the Seller in an interest-bearing account in terms of section 86(4) of the Legal Practice Act 28 of 2014 for the benefit of the Seller, and the Seller hereby authorises and instructs the Conveyancer accordingly.
- 4.10. The deposit paid by the Purchaser shall be non-refundable, save in the event that the sale is not accepted or confirmed by the Seller, in which case all monies paid by the Purchaser in terms of this agreement shall be refunded to the Purchaser without deduction.

5. TRANSFER DUTY / VAT

- 5.1. VAT or transfer duty, as applicable, shall be payable by the Purchaser in addition to the Purchase Price.
- 5.2. Should the property be sold as an income-generating enterprise constituting a going concern at a zero rate of VAT, the parties record and agree that:
- 5.2.1. the Seller is a VAT vendor at the Signature Date and shall remain a VAT vendor at the Effective Date, being the time of supply as contemplated in the Value-Added Tax Act 89 of 1991;
 - 5.2.2. the Purchaser shall be a VAT vendor at the Effective Date and undertakes to furnish the Conveyancer with proof of VAT registration upon request;
 - 5.2.3. the parties agree that the Purchase Price is inclusive of VAT at the zero rate;
 - 5.2.4. the Property is sold as an income-generating going concern;
 - 5.2.5. the enterprise shall remain an income-generating enterprise from the Signature Date until the Registration Date and shall be transferred as such together with all improvements thereon.
- 5.3. Clause 4.2 shall only apply where expressly stated that the Property is sold as a VAT going concern.
- 5.4. Should the South African Revenue Service determine that the transaction does not qualify for VAT at the zero rate, the Purchaser shall be liable for payment of VAT in addition to the Purchase Price.
- 5.5. Any VAT payable in terms of clause 5.1 shall be paid by the Purchaser to the Conveyancer immediately upon demand.
- 5.6. The Conveyancer shall issue a valid VAT invoice within 7 (seven) days after registration of transfer.

6. COSTS OF TRANSFER

- 6.1. The Purchaser shall be liable for all costs relating to the transfer and registration of the Property, including but not limited to:
- 6.1.1. transfer duty;
 - 6.1.2. VAT where applicable;
 - 6.1.3. conveyancing fees;
 - 6.1.4. Deeds Office charges;
 - 6.1.5. bond registration costs;
 - 6.1.6. rates clearance charges;
 - 6.1.7. homeowners' association levies;

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

- 6.1.8. body corporate levies;
- 6.1.9. compliance certificate costs where applicable; and
- 6.1.10. all other costs incidental to transfer.

- 6.2. Notwithstanding the foregoing, the Purchaser shall only be liable for the pro rata share, as from date of registration of transfer, of any future rates, taxes, homeowners' association levies, body corporate levies, utilities, or other charges payable in advance for purposes of obtaining clearance certificates. The Seller shall remain liable for all such costs and charges relating to the period prior to registration of transfer.
- 6.3. All such amounts shall be paid to the Conveyancer immediately upon demand.
- 6.4. The Conveyancer shall not be obliged to commence transfer proceedings until all required payments have been received.
- 6.5. The Purchaser acknowledges that VAT may be payable irrespective of whether the Purchaser was aware of the Seller's VAT status at the date of signature.

7. INTEREST

- 7.1. If the full Purchase Price has not been paid to the Conveyancer prior to occupation, the Purchaser shall pay interest on the outstanding balance of the Purchase Price from the Date of Occupation until date of registration of transfer.
- 7.2. Interest shall be calculated at the rate of 10% (ten percent) per annum, calculated daily and compounded monthly in arrears.
- 7.3. Interest shall be payable monthly in advance on or before the first day of each month.
- 7.4. The first interest payment shall be made on the first day of the month following the Date of Occupation.
- 7.5. All interest payments shall be made to the Conveyancer.
- 7.6. In the event of the Purchaser failing to make payment of any amount due in terms of this Agreement on due date, the Purchaser shall be liable to pay mora interest on such overdue amount at the prime lending rate charged by the Seller's principal banker from time to time, plus 2% (two percent), calculated from the due date to date of payment, both days inclusive.
- 7.7. Such mora interest shall be payable on demand and without prejudice to any other rights or remedies available to the Seller in terms of this Agreement or at law.

8. TRANSFER

- 8.1. Transfer of the Property shall be effected by a Conveyancer appointed by the Seller.
- 8.2. The Purchaser undertakes to sign all documents and do all things reasonably necessary to give effect to transfer of the Property.

9. POSSESSION, OCCUPATION AND RISK

- 9.1. Possession and occupation of the Property shall be given to the Purchaser on date of registration of transfer, from which date the Purchaser shall:
- 9.1.1. bear all risk in and to the Property;
 - 9.1.2. be liable for all municipal rates and taxes;
 - 9.1.3. be liable for all utility and consumption charges;
 - 9.1.4. be liable for all insurance premiums, levies and related charges; and
 - 9.1.5. enjoy all benefits and profits attaching to the Property.
- 9.2. Should the Seller have paid any amounts relating to the Property for any period after the date of possession and occupation, the Seller shall be entitled to reimbursement thereof on a pro rata basis.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

- 9.3. The Purchaser shall not, prior to registration of transfer, make any alterations or additions to the Property without the Seller's prior written consent.
- 9.4. In the event of cancellation or lapse of this agreement, the Purchaser shall immediately vacate the Property and restore it substantially to the condition in which it was received.
- 9.5. The Purchaser shall have no claim whatsoever against the Seller arising from any additions, alterations or improvements made by the Purchaser to the Property prior to transfer and hereby waives any right of retention or lien in respect thereof.
- 9.6. The Seller shall not be obliged to compensate the Purchaser for any additions, alterations or improvements effected by the Purchaser in the event of cancellation of this agreement.
- 9.7. The Purchaser acknowledges that the Property may be occupied by tenants or other occupiers in terms of written or verbal agreements of lease or occupation.
- 9.8. The Purchaser acknowledges that the Property may further be occupied by:
 - 9.8.1. the registered owner;
 - 9.8.2. persons claiming occupation through the registered owner; or
 - 9.8.3. unlawful or unknown occupiers.
- 9.9. The Seller and the Auctioneer do not warrant vacant occupation of the Property.
- 9.10. The Seller and the Auctioneer shall not be responsible for:
 - 9.10.1. the eviction of any occupier from the Property; or
 - 9.10.2. any costs, losses or damages suffered by the Purchaser arising from the Purchaser being unable to obtain vacant occupation of the Property.
- 9.11. The Purchaser acknowledges having satisfied itself regarding all occupiers, lease agreements and rights of occupation affecting the Property.

10. VOETSTOOTS

- 10.1. The Property is sold voetstoots and subject to all patent and latent defects, save where otherwise provided by applicable law and subject to all conditions and servitudes attaching thereto.
- 10.2. Save to the extent otherwise provided by law, the Seller shall not be liable for any defects in the Property nor for any loss or damage suffered by the Purchaser arising therefrom.
- 10.3. The Purchaser acknowledges that:
 - 10.3.1. the Purchaser has inspected the Property to the Purchaser's satisfaction, alternatively has elected to purchase the Property without conducting a full inspection.
 - 10.3.2. no express or implied warranties, guarantees or representations were made by the Seller, Auctioneer or any agent regarding:
 - 10.3.2.1. the condition of the Property;
 - 10.3.2.2. the suitability of the Property for any purpose;
 - 10.3.2.3. the extent of the Property;
 - 10.3.2.4. improvements erected on the Property; or
 - 10.3.2.5. any fixtures, fittings or accessories associated with the Property.
- 10.4. The Property is sold subject to all conditions, servitudes and title deed restrictions referred to in the existing title deeds or any prior deeds.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

- 10.5. The Seller shall not be liable for any deficiency in extent which may be revealed by any re-survey, nor shall the Seller benefit from any surplus in extent.
- 10.6. The Seller shall not be obliged to point out or identify beacons, pegs or boundaries, nor shall the Seller be liable for the cost of locating same.
- 10.7. The property disclosure form attached hereto contains information specifically disclosed to the Purchaser regarding the Property and forms part of this agreement.

11. NOMINEE

- 11.1. The Purchaser shall be entitled to nominate another person or entity as Purchaser in the Purchaser's place, subject to the following conditions:
- 11.1.1. the nomination shall be made in writing and delivered to the Seller or Conveyancer no later than close of business on the Date of Acceptance;
 - 11.1.2. the nomination shall contain the full names, registration or identity number, and address of the nominee;
 - 11.1.3. the nomination shall be accompanied by the nominee's written acknowledgement confirming that:
 - 11.1.3.1. the nominee has read and understood all the terms and conditions of this agreement;
 - 11.1.3.2. the nominee agrees to be bound by this agreement as if the nominee were the original Purchaser; and
 - 11.1.3.3. the nominee has complied, or shall comply, with all FICA requirements.
- 11.2. Upon valid nomination:
- 11.2.1. all references in this agreement to the Purchaser shall be deemed to refer to the nominee; and
 - 11.2.2. the original Purchaser shall remain bound as surety and co-principal debtor in solidum with the nominee in favour of the Seller for the due performance of all obligations arising from this agreement, including payment obligations, damages and legal costs.
- 11.3. The Purchaser hereby renounces the benefits of division and excussion.

12. DOMICILIUM

- 12.1. The Purchaser chooses as *domicilium citandi et executandi* for all purposes arising from this agreement the address set out in the section
- 12.2. Any notice given in terms of this agreement shall be deemed to have been received:
- 12.2.1. If delivered by hand, it shall be deemed to have been received on the date of delivery;
 - 12.2.2. If sent by prepaid registered post, it shall be deemed to have been received within 7 (seven) days after posting;
 - 12.2.3. If transmitted by email, it shall be deemed to be received on the date of transmission unless the contrary is proved.
- 12.3. Either party may change its domicilium address by written notice to the other party.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

13. PROHIBITION AGAINST SALE OR CESSION

- 13.1. The Purchaser shall not, prior to registration of transfer:
- 13.1.1. sell the Property;
 - 13.1.2. cede, assign or otherwise dispose of any rights arising from this agreement;
 - 13.1.3. grant any option over the Property; or
 - 13.1.4. terminate any existing lease agreement relating to the Property,
- without the Seller's prior written consent.

14. JURISDICTION AND LEGAL COSTS

- 14.1. The parties hereby consent in terms of section 45 of the Magistrates' Courts Act 32 of 1944 to the jurisdiction of the Magistrate's Court having jurisdiction over their persons, notwithstanding that the amount claimed or relief sought may otherwise exceed the ordinary jurisdiction of such court.
- 14.2. Nothing contained herein shall prevent the Seller from instituting proceedings in any other court of competent jurisdiction.
- 14.3. In the event of the Seller instructing attorneys to enforce any rights arising from this agreement, the Purchaser shall be liable for all legal costs incurred by the Seller on the scale as between attorney and own client, including collection commission and tracing fees.
- 14.4. A certificate signed by the Conveyancer or Auctioneer reflecting the amount owing by the Purchaser shall constitute prima facie proof of the Purchaser's indebtedness for purposes of obtaining provisional sentence or summary judgment.

15. BREACH

- 15.1. Should the Purchaser commit a breach of any provision of this agreement and fail to remedy such breach within 7 (seven) days after written notice requiring the breach to be remedied has been delivered to the Purchaser, the Seller shall, without prejudice to any other rights available at law, be entitled to:
- 15.1.1. claim immediate payment of all amounts owing by the Purchaser;
 - 15.1.2. declare the full balance of the Purchase Price, together with interest and all other amounts owing, immediately due and payable;
 - 15.1.3. cancel this agreement and retain all amounts paid by the Purchaser as rouwkoop and/or pre-estimated liquidated damages;
 - 15.1.4. instruct any stakeholder or conveyancer holding monies paid by the Purchaser to release such monies to the Seller and/or Auctioneer as applicable; and/or
 - 15.1.5. cancel the agreement and claim damages suffered by the Seller, including but not limited to:
 - 15.1.5.1. advertising costs;
 - 15.1.5.2. auctioneer's commission;
 - 15.1.5.3. holding costs;
 - 15.1.5.4. legal costs; and
 - 15.1.5.5. any shortfall arising from a resale of the Property.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

16. AUCTIONEER'S COMMISSION

- 16.1. The Auctioneer warrants that it is a duly registered Property Practitioner holding a valid Fidelity Fund Certificate issued in terms of the Property Practitioners Act 22 of 2019.
- 16.2. The Auctioneer further warrants that its Fidelity Fund Certificate shall remain valid on the date of auction and date of signature of this agreement.
- 16.3. The Seller shall be liable for payment of the Auctioneer's commission equal to 6% (six percent) of the Purchase Price, plus VAT thereon. Such commission shall become due and payable by the Seller upon confirmation of the sale and may be deducted by the Auctioneer from the sale proceeds held in trust or otherwise recovered from the Seller in terms of the Auctioneer's mandate.
- 16.4. The commission shall become due and payable by the Seller upon confirmation of the sale and may thereupon be withdrawn by the Auctioneer from the sale proceeds held in trust against presentation to the Seller of a valid VAT invoice.
- 16.5. Should any additional commission become payable as a result of the Purchase Price increasing following the matching or acceptance of a higher offer during the Confirmation Period, such additional commission shall be payable by the Seller.
- 16.6. The Purchaser acknowledges that the Auctioneer's commission arrangement with the Seller was disclosed prior to bidding.
- 16.7. The Seller's mandate with the Auctioneer constitutes a separate enforceable agreement between the Seller and the Auctioneer regarding payment of commission, with no recourse against the Purchaser.
- 16.8. Should any provision of this agreement conflict with the Property Practitioners Act 22 of 2019 or its Regulations, such provision shall be severable, and the provisions of the Act and Regulations shall prevail.

17. PERSONAL SURETYSHIP

- 17.1. Any person signing this agreement on behalf of:
- 17.1.1. a company;
 - 17.1.2. a close corporation;
 - 17.1.3. a trust;
 - 17.1.4. a partnership; or
 - 17.1.5. other legal entity,
- hereby binds himself/herself jointly and severally as surety and co-principal debtor in solidum with the Purchaser in favour of the Seller for the due and punctual performance of all obligations arising from this agreement.
- 17.2. The surety renounces the benefits of excussion and division.
- 17.3. Where there is more than one Purchaser, all Purchasers shall be jointly and severally liable in solidum.

18. MARITAL STATUS

- 18.1. The Purchaser warrants that the marital status and related information contained herein are true and correct in every respect.
- 18.2. The Purchaser indemnifies the Seller and Conveyancer against any claim arising from incorrect marital status information supplied by the Purchaser.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

19. NO WAIVER

- 19.1. No latitude, extension of time or indulgence granted by the Seller shall constitute a waiver of any rights arising from this agreement.
- 19.2. The Seller shall at all times retain the right to require strict and punctual compliance with all provisions of this agreement.

20. COMPLIANCE CERTIFICATES

- 20.1. The Purchaser shall, at the Purchaser's own cost where applicable, obtain:
- 20.1.1. an Electrical Certificate of Compliance in terms of the Occupational Health and Safety Act 85 of 1993;
 - 20.1.2. a certificate relating to timber destroying insects if required by a financial institution;
 - 20.1.3. an occupation certificate where applicable;
 - 20.1.4. an NHBRC certificate where applicable; and
 - 20.1.5. any other certificate required by law for transfer or occupation of the Property.
- 20.2. The Purchaser acknowledges that this Property is sold by liquidators and that the Seller shall not be obliged to furnish any compliance certificates unless otherwise expressly agreed in writing.

21. FIRST RIGHT OF REFUSAL / HIGHER OFFERS

- 21.1. The Seller shall be entitled to receive and consider higher offers from any third party during the first 7 (seven) days of the Confirmation Period, ending at 12h00 on _____. The Purchaser shall have a once-off right to match the highest offer received by the Seller during such period.
- 21.2. The Purchaser shall be notified in writing of the highest offer received during the aforesaid period and shall have 24 (twenty-four) hours from receipt of such notice within which to match such offer in writing, which matched offer shall constitute the final offer submitted to the Seller for consideration and acceptance.
- 21.3. Should the Purchaser validly match the highest offer within the prescribed period, such increased offer by the Purchaser shall constitute the highest offer submitted to the Seller for consideration and acceptance, and the sale shall not thereby become final and binding unless and until accepted and confirmed by the Seller.
- 21.4. Should the Purchaser fail to match the higher offer within the prescribed period, the Seller shall be entitled to accept the third-party offer.
- 21.5. Any further offers submitted after the auction shall:
- 21.5.1. be submitted within 7 (seven) working days from the date of the auction;
 - 21.5.2. be subject to these Conditions of Sale; and
 - 21.5.3. be considered by the Seller in the Seller's sole discretion.
- 21.6. Any third-party offer submitted during the 7 (seven) day period referred to in clause 21.1 shall constitute that bidder's sole and final offer. No bidder who has submitted an offer during such period shall be entitled to amend, increase, withdraw and replace, or submit any further offer in respect of the Property during the remainder of the period.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

- 21.7. Once the highest bidder has been afforded the opportunity contemplated in this clause to match the highest third-party offer received, no further competing offers, revised offers, increased offers or substitute offers shall be accepted or considered by the Seller from any party, including any bidder who has previously submitted an offer during the period referred to in clause 21.1, for the remainder of the Confirmation Period and until such Confirmation Period has expired or lapsed.

22. SPECIAL CONDITIONS RELATING TO THE PROPERTY

- 22.1. The parties acknowledge that the Property is sold subject to all applicable laws, municipal requirements, title deed conditions, servitudes, occupiers' rights and statutory obligations affecting the Property.
- 22.2. The parties undertake to comply with all Financial Intelligence Centre Act 38 of 2001 ("FICA") requirements relating to this transaction.
- 22.3. The Seller, Purchaser and Auctioneer agree that should any arrear municipal rates and taxes, levies, homeowners' association levies, electricity charges, water charges, penalties, statutory liabilities or any other amounts owing in respect of the Property exceed the Purchase Price, this agreement shall automatically lapse and become null and void, whereupon all monies paid by the Purchaser shall be refunded without deduction.
- 22.4. Should any conflict, inconsistency or discrepancy arise between the Rules of Auction and these Conditions of Sale, the Conditions of Sale shall prevail.

22.5. ZIMBALI ESTATE MANAGEMENT ASSOCIATION

- 22.5.1. The Purchaser acknowledges that the property being purchased is located within the Zimbali Estate and in order to effect transfer of the property into the name of the Purchaser, it is a requirement that the Conditions of Sale as prepared by the Zimbali Estate Management Association be signed in addition to the Conditions of Sale as prepared by the Seller. The conditions of sale as prepared by the Seller are to be read in conjunction with the Conditions of Sale as prepared by the Zimbali Estate Management Association in so far that if the Terms and Conditions of the Agreement are in conflict with each other, the Terms and Conditions of the Sale Agreement prepared by the Seller shall prevail.
- 22.5.2. The Purchaser undertakes on demand to sign all documentation as required by the Zimbali Estate Management Association and to make all payments as may be required by the management of the Homeowners Association / Body Corporate in order to be registered as a member. In addition, the Purchaser undertakes in accordance with the requirements of the estate to become a member of the Country Club with the associated costs thereof.

23. ELECTRICAL CERTIFICATE OF COMPLIANCE

- 23.1. The Purchaser shall, at the Purchaser's own cost, obtain an Electrical Certificate of Compliance as contemplated in the Occupational Health and Safety Act 85 of 1993 and the applicable regulations.
- 23.2. The Purchaser shall be responsible for all repair costs and expenses necessary to obtain such certificate.
- 23.3. The Purchaser shall deliver the certificate to the Conveyancer upon occupation or transfer, whichever occurs first.
- 23.4. The Seller and Purchaser undertake not to alter the electrical installation after issue of the certificate without obtaining a further certificate where required by law.
- 23.5. The Purchaser acknowledges that the Property is sold by the liquidators and that the Seller shall not be obliged to furnish an Electrical Certificate of Compliance.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

24. GAS INSTALLATION CERTIFICATE OF CONFORMITY

- 24.1. Where the Property contains a gas installation, the Purchaser shall, at the Purchaser's own cost, obtain a Certificate of Conformity as required by applicable legislation.
- 24.2. The Purchaser and the Purchaser's contractors shall be entitled to reasonable access to the Property prior to transfer for purposes of obtaining such certificate and carrying out necessary repairs.
- 24.3. All costs associated with obtaining such certificate and effecting repairs shall be borne by the Purchaser.

25. ENTOMOLOGIST CERTIFICATE

- 25.1. The Purchaser shall, at the Purchaser's own cost, obtain any entomologist or timber infestation clearance certificates required by a financial institution or otherwise required for transfer.
- 25.2. Any inspections, treatment, repairs or remedial work required for purposes of obtaining such certificate shall be undertaken at the Purchaser's sole cost.
- 25.3. The Seller shall have no obligation to furnish any entomologist certificate.
- 25.4. The Seller shall not be liable for any timber infestation or damage caused by wood-destroying insects.

26. BUILDING PLANS

- 26.1. The Seller does not warrant that approved building plans exist for all improvements erected on the Property.
- 26.2. The Purchaser acknowledges having satisfied itself regarding:
- 26.2.1. approved building plans;
- 26.2.2. municipal compliance;
- 26.2.3. zoning compliance; and
- 26.2.4. legality of all improvements.
- 26.3. Any costs associated with obtaining approved plans or rectifying non-compliance shall be borne by the Purchaser.

27. DISPUTE RESOLUTION

- 27.1. Should any dispute arise between the Parties arising out of or in connection with this Agreement, including its interpretation, implementation, breach, termination or cancellation, the Seller shall, in its sole discretion, be entitled to elect whether such dispute shall be determined by arbitration or by a court of competent jurisdiction.
- 27.2. The Seller shall notify the Purchaser of its election within 10 (ten) Business Days after receiving written notice of the dispute.
- 27.3. Should the Seller elect arbitration, the Parties shall endeavour to agree upon the appointment of a single arbitrator within 10 (ten) Business Days of the Seller's election. Failing such agreement, the arbitrator shall be appointed, upon application by either Party, by the Chairperson of the KwaZulu-Natal Society of Advocates. The arbitration shall be held in Pietermaritzburg, KwaZulu-Natal, and shall be conducted as expeditiously as possible. The arbitrator's decision shall be final and binding upon the Parties and may be made an order of any court having jurisdiction.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

- 27.4. The Purchaser irrevocably agrees to be bound by the Seller's election and shall not be entitled to object thereto.
- 27.5. Nothing contained in this clause shall prevent the Seller from seeking urgent or interim relief from any court of competent jurisdiction at any time.
- 27.6. This clause is inserted solely for the benefit of the Seller and may be waived by the Seller, in whole or in part, at its discretion.

28. PROTECTION OF PERSONAL INFORMATION

- 28.1. The parties acknowledge the applicability of the Protection of Personal Information Act 4 of 2013 ("POPIA").
- 28.2. The parties hereby consent to the processing, storage and disclosure of personal information for purposes of giving effect to this agreement and complying with legal and regulatory obligations.
- 28.3. The parties undertake to process all personal information lawfully and in accordance with POPIA.

29. AUCTIONEER ACTING AS AGENT

- 29.1. The Auctioneer acts solely as agent for the Seller unless otherwise expressly stated.
- 29.2. The Auctioneer shall not incur any personal liability arising from this agreement or the sale of the Property save in the event of fraud or gross negligence.
- 29.3. The Purchaser acknowledges that the Auctioneer acts only in a representative capacity on behalf of the Seller and accordingly waives any claim against the Auctioneer arising from any act or omission of the Seller.

30. BANKING DETAILS AND CYBER FRAUD

- 30.1. The parties acknowledge the prevalence of cyber fraud, email interception and payment redirection scams.
- 30.2. No banking details contained in this agreement may be amended by email alone.
- 30.3. Any change to banking details must be independently verified telephonically with the Conveyancer using independently verified contact details.
- 30.4. Neither the Seller, Auctioneer nor Conveyancer shall be liable for any loss suffered as a result of monies being paid into an incorrect bank account due to fraudulent communications, intercepted correspondence or cybercrime.

31. SEVERABILITY

- 31.1. Should any provision of this agreement be found by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such provision shall be severable from the remaining provisions of this agreement.
- 31.2. The remaining provisions shall continue to be of full force and effect.

32. ELECTRONIC SIGNATURES

- 32.1. The parties agree that this agreement and any ancillary documents may be signed electronically.
- 32.2. Electronic signatures, scanned signatures and electronically transmitted copies of this agreement shall be deemed valid and binding for all purposes.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

- 32.3. Each party agrees that electronic communications and electronic signatures shall be admissible in evidence and enforceable in accordance with the Electronic Communications and Transactions Act 25 of 2002.

33. GOVERNING LAW

- 33.1. This agreement shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

34. ENTIRE AGREEMENT AND VARIATION

- 34.1. No amendment, variation, consensual cancellation or waiver of any provision of this agreement shall be of any force or effect unless reduced to writing and signed by the parties.
- 34.2. No representation, warranty or undertaking not expressly recorded in this agreement shall be binding on the parties.
- 34.3. This document together with the Rules of Auction and all annexures constitutes the entire agreement between the parties.

35. PURCHASER'S ACKNOWLEDGEMENT

- 35.1. The Purchaser acknowledges, warrants and confirms that:
- 35.1.1. the Purchaser has read and understood the terms and conditions of this Agreement;
- 35.1.2. the Purchaser has been afforded a reasonable opportunity to make all enquiries and investigations regarding the Property which the Purchaser considered necessary;
- 35.1.3. the Purchaser has been afforded a reasonable opportunity to inspect the Property and accepts the Property subject to the terms of this Agreement;
- 35.1.4. the Purchaser fully understands the rights, obligations and legal consequences arising from this Agreement; and
- 35.1.5. the Purchaser enters into this Agreement freely and voluntarily, without undue influence, and has had the opportunity to obtain independent legal, financial and other professional advice prior to signing this Agreement.

36. PURCHASE PRICE

- 36.1. The Property, was put up for sale by public auction held on _____ and was sold to the Purchaser for the purchase price of: **R** _____
(In words: _____)
The Purchase Price is exclusive of Value-Added Tax ("VAT") or Transfer Duty, where applicable

37. PURCHASER DETAILS

TO PURCHASER DETAILS (Where the Purchaser is a Natural Person)

FULL NAMES:

IDENTITY NUMBER:

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

MARITAL STATUS:

(Unmarried / Married In Community of Property / Married Out of Community of Property)

SPOUSE'S FULL NAMES:

SPOUSE'S IDENTITY NUMBER:

RESIDENTIAL ADDRESS:

POSTAL ADDRESS:

EMAIL ADDRESS:

TELEPHONE NUMBER:

CELL NUMBER:

(Hereinafter referred to as "the Purchaser")

OR

PURCHASER DETAILS

(Where the Purchaser is a Company / Close Corporation / Trust / Other Entity)

ENTITY NAME:

REGISTRATION NUMBER:

REGISTERED ADDRESS:

VAT NUMBER:

EMAIL ADDRESS:

BUSINESS TELEPHONE:

CELL NUMBER:

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

Duly represented herein by:

Identity Number:

who warrants the Purchaser is duly authorised thereto and who hereby binds himself/herself jointly and severally as surety and co-principal debtor in solidum in favour of the Seller and Auctioneer for the due performance by the Purchaser of all obligations arising from this agreement, renouncing the benefits of division and excussion. (Hereinafter referred to as "the Purchaser")

SIGNED BY THE PURCHASER

Signed at _____ on this _____ day of _____ 2026

AS WITNESSES:

1. _____

2. _____

PURCHASER:

SIGNED BY THE AUCTIONEER

Signed at _____ on this _____ day of _____ 2026

AS WITNESSES:

1. _____

2. _____

PETER MASKELL AUCTIONS CC
Duly Authorised Representative who accepts all
the rights conferred upon it in terms of this
Agreement

ACCEPTANCE AND CONFIRMATION SIGNED BY THE SELLER

Signed at _____ on this _____ day of _____ 2026

AS WITNESSES:

1. _____

2. _____

SELLER: Kurt Robert Knoop N.O. in his capacity
as the duly appointed Joint Liquidator of Melron
Investments (Pty) Ltd (in liquidation), Master's Ref.
No. N000241/2025

SELLER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

Signed at _____ on this _____ day of _____ 2026

AS WITNESSES:

1. _____

2. _____

SELLER: Ntshengedzeni Anthony Michael
Thsivhase N.O. in his capacity as the duly
appointed Joint Liquidator of Melron Investments
(Pty) Ltd (in liquidation), Master's Ref. No.
N000241/2025

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

38. ANNEXURES**ANNEXURE 1: RULES OF AUCTION**

Please take note of the following:

1. This document is to be signed by all prospective bidders, whether purchasing on your behalf and/or that of another person and/or a company.
2. In addition, all documentation required herein must be attached hereto, as is requisite and necessary for you to bid at this auction.
3. Kindly ensure that you have perused all our Terms and Conditions hereto and are familiar therewith and that you accept such Terms and Conditions prior to signature hereof.
4. Kindly complete the applicable section(s), where necessary.
5. The document headed "Rules of Auction" prescribes the Terms and Conditions upon which all purchases will be governed. If you have not read the Rules of Auction, kindly do so now as your signature hereto indicates your acceptance of such terms and conditions.
6. Please provide all FICA Documentation.

B. Bidder's Personal and Company Information

To enable your participation in this auction, please register by duly completing this Bidder Participation Form, signing the acknowledgment, and initialling every page of the Rules of Auction.

NB: Please note that your Bidder Participation Form to register and participate in the online auction will not be processed unless proof of FICA requirements is produced.

C. Acknowledgement and consent to process (use) personal information in terms of Section 18 of the Protection Of Personal Information Act (POPIA)

By signing this Bidder Participation Form and initialling every page of the Rules of Auction, I, acknowledge that:

1. My registration and participation in the online auction are proof and confirmation that I have read, understood, and agree to be bound by the Rules of Auction.
2. I accept that the Rules of Auction are not negotiable and declare as follows:
 - I warrant that I am duly authorised by the registered bidder to participate in this online auction.
 - I acknowledge; on behalf of the registered bidder, that I have read, understood, and agree to be bound by the Rules of Auction.
 - I confirm that the nominated bank account for the refund of my bidder's deposit is correct.
3. I hereby give consent for the processing (use) of the personal information provided to Peter Maskell Auctioneers for the purposes of the registration to participate in the auction.
 - This consent specifically includes the right to obtain and utilize my bank account details provided in this form, as these details will be required to ensure that I receive any refunds due to me.
 - This consent is provided on the condition that the personal information shall be used and processed in accordance with the Protection of Personal Information Act (POPIA).
4. In terms of verification of the FICA documentation provided, I hereby provide consent for FICA documentation to be verified.

Once all required documents have been received by Peter Maskell Auctioneers and verified as correct, you will be approved to bid on the auction. You will receive an email notification confirming this.

Contact us on **033-3971190**, reception@maskell.co.za for assistance during office hours (Mon-Thurs 08h00 to 16h30, Fridays 08h00 to 16h00).

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

D. Rules of auction: immovable property**1. AUCTIONEER AND AUCTION HOUSE**

The auction will be conducted by **PETER C MASKELL** ("the auctioneer") of Peter Maskell Auctioneers.

The address and contact details of the auctioneer and Peter Maskell Auctioneers are:

Physical Address : 3 Wembley Terrace, Unit 1, Wembley, Pietermaritzburg, 3201

Postal Address : P O Box 22480, Southgate, 3200

Telephone Number : 033-397 1190

2. Reserve or upset price

The sale by public auction is **not** subject to a reserve price but is sold subject to confirmation by the seller. The Seller reserves the right to accept or reject any bids received on the date of the auction and in terms of the Conditions of Sale.

3. Commencement

The auction will commence strictly at **11H00**.

There will be no delay in the commencement of the auction to enable any person to attend or participate in the auction.

The Purchaser shall be bound by these Rules and all announcements made by the Auctioneer at the commencement of and during the sale, whether or not he is present at the time of making such announcement

4. Reason for the auction

The auctioneer shall announce the reason for the auction, unless the reason for the auction is the normal and voluntary disposal of property by the seller.

5. Reading of these rules

- i. The auctioneer shall ask the registered bidders who are present at the auction whether they require these rules to be read out.
- ii. If any registered bidder present requires these rules to be read out, then the auctioneer shall read the rules, failing which, it shall not be necessary to do so.
- iii. The act of not reading or announcing the Rules of Auction in their entirety prior to the commencement of the auction should in no way be construed as an omission or admission that the Rules of Auction are not applicable.

6. Registering to bid

- i. No person may make a bid unless he or she has registered as a prospective bidder before the start of the auction.
- ii. As per sub-regulation 26 (3) of the CPA, if a person intends to bid on behalf of another person or entity, he or she must produce a letter of authority expressly authorizing him or her to bid on behalf of that person, and both that person and the person bidding on his or her behalf must meet the requirements of sub-regulation 26 (2) of the CPA.
- iii. As per sub-regulation 26 (4) of the CPA, if a person intends to bid on behalf of a company, the letter of authority contemplated therein must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorizing him or her to do so

7. Bidder's record and Vendor's Roll

The Bidder's Record and the Vendor's Roll may be inspected free of charge, between 8:00 and 17:00, at the address referred to in paragraph 1. The Vendor's Roll, as prepared by Peter Maskell Auctions, is final.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

8. Bidding

- i. The auction shall be subject to the control of the auctioneer, who shall have the sole right to advance the bidding.
- ii. Every bid shall constitute an offer to purchase the property for sale at the amount bid.
- iii. Bids shall be in South African rands.
- iv. Should the sale be subject to VAT, then each bid shall be regarded as exclusive of VAT as will be the final price determined by the auction. The successful bidder shall be liable to pay the VAT attracted by this transaction at the time of transferring the property into the name of the successful bidder and against production by the seller of a valid VAT invoice.
- v. The highest bidder ("the purchaser") shall sign the Conditions of Sale immediately on the fall of the hammer.
- vi. The auctioneer shall be entitled to refuse any bid without being obligated to give any reasons for such refusal.
- vii. The purchaser's offer shall remain open for acceptance by the seller/trustee/liquidator or by the auctioneer on behalf of the seller, until the expiry of the confirmation period. The purchaser and the auctioneer acknowledge and agree that this provision is for the benefit of the seller.
- viii. Every prospective bidder must read the Rules of Auction and must not bid unless he or she has done so.
- ix. Guide Price: In the event of the AUCTIONEER issuing any guidance as to the price of any Property, Bidders should be aware that:
 - a. Any guide price may have varied upwards or downwards by the date on which any contract is formed;
 - b. Guide prices, and estimates as to current or future open market rental for the whole or part of the Property, are not a substitute for detailed professional advice as to value;
 - c. Guide prices are not to be taken as an indication of any Reserve;
 - d. Bidders shall place no reliance on any guide price or view as to current or future open market rental for the whole or part of the Property which may be issued by the AUCTIONEER.

* Timed online Auction Notes:

- If a lot receives a bid within the last 10 min. it will remain open for an additional 10 min.
- If any further bidding occurs, the extension timer will reset to 10 min.
- If no further bidding activity occurs, the lot closes when the timer runs out.

9. Disputes

If there is a dispute between two or more bidders, the auctioneer may in his or her sole discretion put up the lot again for resale or declare one of the bidders to be the purchaser. The auctioneer's decision shall be final and binding on all parties.

10. Mistakes

If the auctioneer makes a *bona fide* mistake in conducting the auction, the auctioneer shall be entitled to rectify the mistake.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

11. Bidding by the owner or the auctioneers (if Applicable)

The Auctioneer or his agent shall be entitled to bid up to the reserve price on behalf of the Seller, but shall not be entitled to make a bid equal to or exceeding the reserve price.

12. Bidding on behalf of other people

- i. Any person who wishes to bid on behalf of another person must register as such before the commencement of the auction.
- ii. In order to be registered in this category, the person must provide:
 - a. An original or certified copy of a letter of authority, if he or she wishes to bid on behalf of a natural person;
 - Or
 - b. An original or certified copy of a letter of authority on an official letterhead, together with an empowering resolution, if he or she wishes to bid on behalf of a company, close corporation, other incorporated entity, trust or partnership.
- iii. In the event that the letter of authority or empowering resolution referred to in clause 12(b) above is not produced as contemplated above and/or is not valid, then the bidder shall be deemed to be the PURCHASER in his private capacity and will be responsible in his personal capacity in accordance with the Rules of Auction.
- iv. Where the bidder signs the Rules of Auction and/or is the successful bidder on any lot (s) in a representative capacity, the bidder hereby binds himself as surety and co-principal debtor for all the obligations of the concern that he represents.

13. Sold subject to confirmation

If a lot is sold subject to confirmation, the successful bidder shall not be entitled to withdraw his or her bid for the duration of the auction/confirmation period.

14. Payment

The purchase price is payable to Peter Maskell Auctions at the address set out in paragraph 1.

15. Trust account

Peter Maskell Auctions operates a trust account into which all money will be paid for the benefit of the seller, minus any commission payable to Peter Maskell Auctions in terms of the Conditions of Sale that applies to the auction sale ("the Conditions of Sale"). Deposits held by the Auctioneer are held in a non-interest-bearing account.

16. Conditions of Sale

The Conditions of Sale attached to these auction rules shall apply to any sale.

17. Statutory compliance

Peter Maskell Auctions confirms that these auction rules comply with section 45 of the Consumer Protection Act and with the Consumer Protection Act Regulations and draw your attention to the provisions of section 45 (1), (2) and (3) which reads as follows:

- i. Includes a Sale in Execution pursuant to a court order to the extent that the order contemplates that the sale is to be conducted by an auction;
- ii. When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction;
- iii. A sale by auction is complete when the auctioneer announces its completion by the fall of the hammer, or in any other customary manner and until that announcement is made, a bid may be retracted.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

18. Breakdown of costs

The total advertising costs of this auction are anticipated to be as follows: approximately

R _____

19. General

- i. No extension of time, waiver, indulgence or suspension of any of the provisions of this agreement, which any Party hereto may have given, shall be binding unless recorded in a written document signed by all Parties.
- ii. No variation or alteration or cancellation of these Rules of Auction or any of the terms hereof, shall be of any force or effect, unless in writing and signed by the Parties hereto.
- iii. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and words importing persons shall include partnerships and bodies corporate, and vice versa.
The Parties signing this document confirm that they have read and understood all of the terms and conditions contained herein and agree that they are bound hereto.
- iv. The SELLER and the PURCHASER warrant that they are duly authorized to sign these Rules of Auction.

20. Acknowledgement of the rules of the auction

- i. These Rules of Auction are the complete and final record of the terms and conditions governing all auctions conducted by Peter Maskell Auctions, and unless any specific warranties, undertakings or representations are set out herein, they are excluded.
- ii. The Rules of Auction in their entirety shall form the basis of the bidding and bargaining carried out between the auctioneer / online auction platform and the bidders and govern the rules of each sale so concluded.
- iii. As per sub-regulation 21 (8) (a) of the CPA, the Rules of Auction do not have to be read out or announced at the auction to be valid, as long as they were made available to the general public prior to the commencement of the auction, (a) at least 24 hours for movable assets, and (b) at least five (5) working days for immovable assets, either in printed format from the auctioneer's place of business or electronically from the auctioneer's website.
- iv. The act of not reading or announcing the Rules of Auction in their entirety prior to the commencement of the auction should in no way be construed as an omission or admission that the Rules of Auction are not applicable.
- v. The act of registering for the auction, signing the bidders' participation form and participating in the auction by any bidder shall be taken as confirmation that the bidder has read, understood, and accepts to be bound by the Rules of Auction.
- vi. The auction and all matters connected with the auction including the Rules of Auction are governed by the laws of the Republic of South Africa and the bidder, including foreign bidders' consent to the jurisdiction of South African courts.
- vii. For purposes of legal proceedings, the bidder shall be deemed to have selected and appointed as his or her *domicilium citandi et executandi* the address recorded by him or her on the bidder participation form upon registration.

21. Acknowledgement of Viewing Asset(s)

The purchaser acknowledges that his or her offer to purchase made at the auction is not subject to viewing. The purchaser acknowledges that all items are sold voetstoots and the onus is on the Purchaser to inspect all assets prior to the commencement of the auction. It has been recorded that the Purchaser is fully acquainted with goods and the Purchaser hereby indemnifies the Auctioneer or the Seller against any possible claim that may arise as a result of his or her failure to inspect the assets prior to the commencement of the auction.

E. FICA Requirements

The requirements of the Financial Intelligence Centre Act (FICA) are applicable as follows:

1. Natural Persons**1.1. FICA requirements:**

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

- Copy of South African Identity Document (ID) / Copy of Passport for Foreigners.
- Proof of residential address (less than 3 months old) Utility bills addressed to physical residential (mobile phone accounts not acceptable);
- South African Income Tax reference number, and;
- Confirmation marital status, i.e. ANC or COP.

NB: Should you not have proof of residential address in your name, please complete an affidavit OR declaration form with the third party confirming that you share a residential address with them and provide the third party's proof of ID and proof of residential address.

1.2. FICA requirements for married people:

- Marriage certificate – Community of property – Copy of spouse's ID;
- Ante nuptial Contract – Copy of contract;
- Page 1 (and page 2 if necessary) reflecting the registered number and names of both parties, if your marriage is governed by the Laws of another country/state; and
- Name of the country/state governing your marriage, i.e., the country where the Seller was living at the time of the marriage with the intention of staying there permanently.

2. **Juristic Entities**

2.1. FICA requirements:

- Person acting on behalf of juristic entities must comply with all the requirements for natural persons, and;
- All directors / members / trustees must also comply with all the requirements for natural persons.

In addition to compliance with all the requirements for natural persons, the following documents must be attached:

2.1.1. Companies/Close Corporations:

- Company CIPC Registration documents (CM1/CM22/CK1/CK2).
- Proof of business address (less than 3 months old).
- Copy of SARS document confirming Income Tax/VAT registration number of the company.
- Resolution on company letterhead, nominating the authorised signatory/representative to bid on the company's behalf.
- Copy of ID and proof of residential address (less than 3 months old) for the representative and director/s of the company.

2.1.2. Trusts:

- Copy of Trust Deed or other founding document (Letters of Authority/Master's Certificate).
- Copy of ID, proof of residential address and contact particulars (less than 3 months) of each of the trustees and beneficiaries of the trust.
- Copy of ID(s) and proof of residential address and contact particulars of person(s) authorized to act on behalf of the Trust.
- Copy of SARS document confirming Income Tax/VAT registration number of the Trust.
- Resolution signed by all Trustees nominating authorised signatory/representative.
- Business Registration Notification Certificate (BRNC).

2.1.3. Incorporated Entities (Clubs / Churches / NGO's)

- Copy of document confirming list of all individuals who exercise control over the entity (Constitution or similar founding document).
- Proof of physical address for the entity (Less than months old).
- Copy of SARS document confirming Income Tax/VAT registration number for the entity (If applicable).
- Resolution signed by all individuals who exercise control over the entity nominating authorised signatory/representative.
- For the authorised signatory/representative and each member or partner, we require Copy of ID and proof of residential address (less than 3 months old).

NB: Resolution to approve the purchase (and loan application, if applicable) taken before the Offer to Purchase was signed. (The only exception is where it is a cash transaction and all the Trustees have signed the Offer to Purchase.)

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

3. Prescribed amounts for cash transaction reporting in terms of the Financial Intelligence Centre Act (Act 38 of 2001)

3.1. Section 28B: Cash transaction above prescribed limit

An accountable institution and a reporting institution must, within the prescribed period, report to the Centre the prescribed particulars concerning a transaction concluded with a client if in terms of the transaction an amount of cash in excess of the prescribed amount (b) is received by the accountable institution or reporting institution from the client, or from a person acting on behalf of the client, or from a person on whose behalf the client is acting.

3.2. Regulation 22B: Prescribed amount for cash transaction reporting

The prescribed amount of cash above which a transaction must be reported to the Centre under section 28 of the Act is R49 999.99 or an aggregate of smaller amounts which combine to come to this amount if it appears to the accountable institution or reporting institution concerned that the transaction involving those smaller amounts are linked to be considered fractions of one transaction.

F. Format of letter of authority

If buying on behalf of a company:

- The information on this document should be transferred to company letterhead.
- Attach a certified copy of the Company Resolution authorising the said person to buy on behalf of the company.

If buying on behalf of another individual:

- The information on this document should be transferred to a document and indicate they are buying on an individual's behalf.
- Attach proof of identity of both parties.

Buyer Details:

Company Name : _____
 Authorising Persons Name : _____
 Physical Address : _____
 Date : _____

Peter Maskell Auctions CC
 3 Wembley Terrace
 Unit 1
 Wembley
 Pietermaritzburg
 3201

Reference: Authority for _____

To Whomsoever It May Concern,

1. I, the undersigned, hereby;

1.1. authorise the above-mentioned person to purchase at the auction on my/this companies' behalf binding me/this company to the rules of auction and any other conditions specified by the auctioneer on the day of the auction and;

1.2. give consent on behalf of the company for processing of personal information in accordance with the provisions of section 18 of The Protection of Personal Information Act of 2013 (POPIA).

Yours sincerely

 (Signature)

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

ANNEXURE 2: PROPERTY DISCLOSURE FORM

PPRA mandatory disclosure form Immovable property condition report

1. Disclaimer

This condition report concerns the immovable property situated at:

Erf 429 Port Zimbali, Registration Division FU, Province of KwaZulu Natal in the extent of 940 square meters and held under Title Deed no.: T20824/2019, located at 3 Birdie Close, Zimbali Estate, Ballito, KwaZulu-Natal ("the Property").

This report does not constitute a guarantee or warranty of any kind by the owner 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:

"aware" means to have actual notice or knowledge of a fact or state of affairs;

"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 future occupants, 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 owner of the Property discloses the information contained herein in the full knowledge that, although this report is not to be construed as a warranty, prospective purchasers may rely upon such information when deciding whether, and on what terms, to purchase the Property.

The owner authorises the appointed property practitioner marketing the Property for sale to provide a copy of this statement and to disclose any information contained herein to any person in connection with any actual or anticipated sale of the Property.

4. Provision of Additional Information

The owner represents that, to the best of its knowledge, the responses contained herein have been accurately reflected as "Yes", "No" or "Not Applicable".

Where any response is marked "Yes", further particulars shall be provided in the Additional Information section below and/or in Annexure MDF1 attached hereto and incorporated herein by reference.

5. Statements Concerning the Property

Statement	Yes	No	N/A
I am aware of defects in the roof		X	
I am aware of defects in the electrical systems		X	
I am aware of defects in the plumbing systems, including any swimming pool systems		X	
I am aware of defects in the heating and air-conditioning systems		X	
I am aware of defects in septic or sanitary disposal systems		X	
I am aware of defects in the property and/or foundations, including cracks, seepage, dampness, mould, flooding or bulges		X	
I am aware of structural defects in the Property		X	

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

Statement	Yes	No	N/A
I am aware of boundary disputes, encroachments or encumbrances		x	
I am aware that remodelling or refurbishment has affected the structure of the Property		x	
I am aware that additions or improvements were made only after obtaining required approvals		x	
I am aware that any structure on the Property has been designated a heritage or historic structure			x

Additional Information

Please refer to:

Annexure MDF1 – Additional Disclosures and Qualifications

attached hereto and incorporated into this Mandatory Disclosure Form.

6. Owner's Certification

The owner certifies that the information contained herein is, to the best of its knowledge and belief, true and correct as at the date of signature.

7. Certification by Person Supplying Information

Where a person other than the owner supplies information for purposes of this report, such person certifies that he/she is duly authorised by the owner to do so and that the information supplied is, to the best of his/her knowledge and belief, true and correct.

8. Notice Regarding Advice and Inspections

Both the owner and prospective purchasers may wish to obtain professional advice and/or conduct professional inspections of the Property. Appropriate provisions regarding inspections, warranties and disclosures should be contained in the Agreement of Sale.

9. Buyer's Acknowledgement

The prospective purchaser acknowledges that professional expertise and technical skill may be required to detect defects and non-compliance aspects concerning the Property and acknowledges receipt of this disclosure statement.

10. Signatures

Signed at _____ on _____

Purchaser

Purchaser

Property Practitioner

Seller

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

Annexure MDF1**Additional disclosures and qualifications relating to the PPRA mandatory disclosure form****1. Seller**

The Seller is:

Melron Investments (Pty) Ltd (in liquidation)

Represented herein by the Joint Trustees of the Insolvent Estate

2. Authority to Complete Disclosure

The Seller has authorised the appointed Property Practitioner to complete and sign the Mandatory Disclosure Form on behalf of the Seller.

The Property Practitioner signs solely in a representative capacity and does not thereby provide any personal warranty, guarantee or representation regarding the Property.

3. Limited Knowledge of Property

Neither the Joint Liquidators, nor the Property Practitioner have occupied, resided at, managed or exercised day-to-day control over the Property.

The information contained in the Mandatory Disclosure Form has therefore been compiled from:

- information available to the Seller and Joint Trustees of the Insolvent Estate available records and documentation;
- visual inspections conducted at the Property; and
- information obtained from third parties where available.

4. No Specialist Investigations

Unless expressly stated otherwise in writing:

- no structural investigation has been undertaken;
- no engineering investigation has been undertaken;
- no electrical compliance investigation has been undertaken;
- no plumbing investigation has been undertaken;
- no geological or environmental investigation has been undertaken;
- no invasive inspection, opening-up work or testing has been conducted.

5. No Warranty

Neither the Seller, the Joint Trustees of the Insolvent Estate nor the Property Practitioner provide any warranty, guarantee or representation concerning:

- structural integrity;
- latent defects;
- municipal compliance;
- approved building plans;
- zoning compliance;
- electrical systems;
- plumbing systems;
- air-conditioning systems;
- pool equipment;
- irrigation systems;
- solar systems;
- backup power systems;
- security systems; or
- any other improvements situated on the Property.

6. Purchaser's Own Investigations

The Purchaser acknowledges that he/she/it has been afforded a reasonable opportunity to:

- inspect the Property;
- obtain professional advice;
- obtain specialist reports;

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

- conduct investigations and enquiries;
- verify compliance requirements.

The Purchaser acknowledges that he/she/it relies primarily upon his/her/its own inspections and investigations.

7. Voetstoots Sale

The Property is sold:

voetstoots, in its present condition, subject to all patent and latent defects, to the fullest extent permitted by law and subject to the Offer To Purchase.

8. Incorporation into Agreement of Sale

This Annexure MDF1:

- forms part of the Mandatory Disclosure Form;
- forms part of the Offer To Purchase;
- forms part of the Agreement of Sale by Public Auction; and
- must be read together with those documents.

In the event of any inconsistency, the Offer To Purchase shall prevail.

9. Purchaser's Acknowledgement

The Purchaser acknowledges and agrees that:

1. the Property Practitioner is not an expert in structural, engineering, electrical, plumbing, geological or municipal compliance matters;
2. the Property Practitioner has not warranted the condition of the Property;
3. no representation has been made beyond the disclosures expressly contained in writing;
4. the Purchaser has had sufficient opportunity to investigate the Property before bidding and purchasing.

Signed at _____ on _____

Purchaser

Property Practitioner

Seller

SELLER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

ANNEXURE 3: COPY OF TITLE DEED

37
033 845 9700

BARKERS
8 Rydall Vale Crescent
(off Douglas Saunders Drive)
La Lucia Ridge Office Estate
4051
Tel: 031 580-7400
and
Unit B228
Simbithi Office Park
Shaka's Rock Rd
Ballito
Tel: 031 580-7400

Prepared by me
[Signature]
CONVEYANCER
ESTI LOMBARD

VERBIND MORTGAGED
VIR
FOR R 4 506 038,00
B 19 10342
2019-07-18
REGISTRAR/REGISTRAR

2019-07-18
T 000020824 / 2019

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT
MARC PETER SHARRATT
appeared before me, REGISTRAR OF DEEDS at PIETERMARITZBURG, the said
appearer being duly authorised thereto by a Power of Attorney which said Power of
Attorney was signed at BALLITO on 17 MAY 2019 and granted to him/her by

GINA MARIE BOWER
Duly authorised by a Special Power of Attorney signed at BALLITO on
10 MAY 2019 and granted to her by

VAUGHN THEO REICHE
Identity Number 6412115156086
Married out of community of property

Vir ENDOSSEMENTE KYK BLADSY
FOR ENDORSEMENTS SEE PAGE **8**

Lexis® Convey 17.1.7.2 *[Signature]*

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

PAGE 8

VERBIND		MORTGAGED	
VIR		FOR R 1 390 000.00	
B 23021 22			
2022-12-22		REGISTRATEUR / REGISTRAR	

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

Page 2

And the appearer declared that his/her said principal had, on 25 April 2019, truly and legally sold by Private Treaty, and that he/she, the said Appearer, in his/her capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

MELRON INVESTMENTS PROPRIETARY LIMITED
Registration Number 2006/003598/07

or its Successors in Title or assigns, in full and free property

ERF 429 PORT ZIMBALI
 REGISTRATION DIVISION FU
 PROVINCE OF KWAZULU-NATAL

IN EXTENT 940 (NINE HUNDRED AND FORTY) Square metres

FIRST TRANSFERRED by Deed of Transfer Number T1005/2005 with General
 Plan SG No. 1613/2004 relating thereto and held by Deed of Transfer Number
 T 000020823 / 2019

THIS PROPERTY IS TRANSFERRED

A. AS TO THE WHOLE

1. Subject to such of the terms and conditions applicable to the original Government Grant No. 1569/1850 as are still in force and applicable.
2. Subject to the following conditions in favour of and enforceable by ZIMBALI DEVELOPMENT COMPANY (PROPRIETARY) LIMITED No. 1968/009161/07, its Successors in Title or Assigns, as created in Deed of Transfer No. T 01005/2005, namely:
 - (a) No dwelling or any other structure shall be erected on the property otherwise than in accordance with building plans which have been submitted to and approved in writing by THE ZIMBALI ESTATE MANAGEMENT ASSOCIATION and the Local or any other competent Authority. Any building or other structure to be erected in accordance with such approved plans shall not be constructed by a Contractor other than one selected from a panel of Contractors nominated by the transferor and supervised by an Architect, save where the transferee is an "owner-builder", such construction work may be carried out by the transferee with the prior written consent of the transferor.
 - (b) Any dwelling, garage, storeroom or screen or other walls to be erected on the property shall not be constructed of anything other than clay bricks.
 - (c) Notwithstanding anything contained herein or elsewhere, no dwelling unit on the property shall be less than 150 (ONE HUNDRED AND FIFTY) square metres in extent.
 - (d) Notwithstanding anything contained herein or elsewhere, no more than 1 (one) dwelling may be erected on the property.
 - (e) The property, or any portion thereof, or interest therein, or any unit erected thereon shall not be alienated, leased or transferred without the prior written consent of the Zimballi Development Company (Pty) Ltd first being had and obtained.
 - (f) The property shall not be used for any purposes whatsoever save for residential purposes.

Lexis® Convey 17.1.7.2

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

Page 3

3. Subject to the following conditions in favour of and enforceable by ZIMBALI ESTATE MANAGEMENT ASSOCIATION NO. 1995/000581/08, its Successors in Title or Assigns, as created in Deed of Transfer No. T 01005/2005, namely:
- (b) The property or any portion thereof or interest therein shall not be alienated, leased or transferred without the written consent of the aforementioned Association first being had and obtained.
 - (c) The property or any portion thereof shall not be used for the purpose of a Share Block Scheme under the provisions of the Share Block Control Act, Act No. 59/1980, a Time Share Scheme under the provisions of the Property Time-Sharing Control Act 59 of 1980 or any similar such schemes without the prior written consent of the aforementioned Association.
4. Subject to the following condition in favour of and enforceable by the ZIMBALI COUNTRY CLUB, its Successors in Title or Assigns, as created in Deed of Transfer No. T 01005/2005, namely:
- (a) The property or any portion thereof or interest therein shall not be alienated, leased or transferred without the prior written consent of the Zimbali Country Club first being had and obtained.
5. With the benefit of the Servitude of the portion of the Right of way 20,12 metres wide:
- (a) over Sub C2 of Lot 54 No. 1568 shown on the Diagram thereof attached to Deed of Transfer No. 1588/1911, and
 - (b) over Sub O of Lot 54 No. 1568 shown on Diagram thereof attached to Deed of Transfer No. 1588/1910.
- as created in Deed of Transfer No. 434/1927.
6. With the benefit of the Servitude of the Right of Way 20,12 metres wide:
- (a) over Sub K of Lot 54 No. 1568 shown on the Diagram thereof attached to Deed of Transfer No. 2107/1912.
 - (b) over Sub L of Lot 54 No. 1568 as shown on the Diagram thereof attached to Deed of Transfer No. 209/1912.
 - (c) over Sub V of Lot 54 No. 1568 shown on the Diagram thereof attached to Deed of Transfer No. 1696/1913.
 - (d) over the Remainder of Lot 54 No. 1568 shown on the Diagram thereof attached to Deed of Grant No. 1568.
 - (e) over Sub V of Lot 73a, 73b, 75 shown on the Diagram thereof attached to Deed of Transfer No. 575/1913.
- As created in Deed of Transfer No. 434/1927.
7. With the benefit of the Servitude of Right of Way 20,12 metres wide over Sub A of Lot 55 No. 1569 shown on the Diagram thereof attached to and as created in Deed of Transfer No. 2246/1932.
8. Subject to the right granted to ESKOM to convey electricity over the property hereby conveyed, as created by Notarial Deed of Servitude No. K 1560/1976S, together with ancillary rights and subject to conditions as will more fully appear on reference to the said Notarial Deed.

Lexis® Convey 17.1.7.2

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

9. Subject to the following conditions imposed in terms of Section 1 of Act No. 21 of 1940 as created by endorsement in terms of Section 11(7) of Act No. 21 of 1940, on said Deed of Transfer No. T 1175/1963, namely:

"No building or any structure whatsoever, other than an enclosure, a fence, hedge or wall which does not rise higher than 1,52 metres above the surface of the land within a distance of 30 metres measured from the road reserve boundary of the Provincial Main Road 398, except with the written approval of the Controlling Authority as defined in Act No. 29 of 1940."

10. Subject to a General Servitude of Right of Way in favour of the North Coast Regional Water Services Corporation as created by Notarial Deed of Servitude No. K 955/86S.

11. Subject to the following conditions imposed by the Minister of Traditional and Local Government Affairs, Province of KwaZulu-Natal, under the provisions of the Town Planning Ordinance No. 27 of 1949 (as amended) as created in Certificate of Registered Title No. T 4565/1998, namely:

No building or structure whatsoever, other than a fence, hedge or wall which does not rise higher than 2,1 metres above the surface of the land on which it stands, shall be erected on the land within a distance of 15 metres measured from the road reserve boundary of Main Road 398.

12. Subject to the following conditions imposed by the Minister, in terms of Ordinance No. 27, of 1949, as amended, as created in Deed of Transfer T01005/2005, namely:

(a) Omnibus servitude for services

The "Zimbali Estate Management Association" reserves in perpetuity the right, without being required to pay compensation therefor to erect, lay, maintain, use and remove standard lines, cables, pipes and the like under, on and over the said land for the purpose of conveying electric current, water, drainage, sewerage and the like and the owner agrees not to obstruct or interfere with any such standard lines, cables, pipes and the like or to erect any building or other permanent structure within 1,00 metre of any such standards, lines, cables, pipes and the like without the prior express consent of the "Zimbali Estate Management Association" provided that any damage done during the process of erecting, laying, maintaining, using or removing such standards, lines, cables, pipes and the like shall be made good by the "Zimbali Estate Management Association". The owner also agrees that the "Zimbali Estate Management Association" by itself, or other, may enter upon the said property at all reasonable times for the purpose of enforcing the rights reserved and the obligations accepted in this clause.

"Zimbali Estate Management Association" shall mean its orders or assigns.

(b) Home Owner's Association

Neither the erf, nor any further subdivision, nor any unit thereon, as defined in the Sectional Titles Act No. 95 of 1986, shall be transferred to any person until he has bound himself to become and remain a member of "Zimbali Estate Management Association" for the duration of his ownership, and a clearance certificate has been issued by such Association to the effect that its Articles of Association have been complied with.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

(c) General right of access

The owner of the erf, any further subdivision, or any unit thereon shall have a general right of access over Erven 455 to 459 subject to whatever rules, conditions and restrictions as are laid down from time to time by the "Zimbali Estate Management Association" for the purpose of ensuring proper control and administration of the use and enjoyment thereof. Erven 455 to 459 shall be subject to a general right of access in favour of all the erven in the township.

B. AS TO THE PORTION EAST OF THE LINE r m on General Plan S.G. No. 1613/2004.

1. Subject to the following conditions in favour of and enforceable by THE TONGAAT- HULETT GROUP LIMITED as created in Deed of Transfer T4371/85, namely:

(a) No sewerage works or garbage disposal works or any other form of improvements relating to the provision of utilities, hostels or compounds for the housing of employees shall be erected on the property.

(b) No new building or structure other than a boundary wall or fence which does not rise higher than 2 metres above the surface of the land on which it stands shall be erected on the property within a distance of 20 metres of the boundary of the property hereby transferred and the Remainder of Sub 2 of Lot 55.No. 1569.

2. With the benefit of a General Right of Access Servitude over Sub 1 of the Farm Zimbali No. 16255 as created by Notarial Deed of Servitude K304/95.

4. Subject to the following condition imposed by the Administrator as Controlling Authority in terms of Section 11(3) and (6) of the Ribbon Development Act No. 21 of 1940 as created by endorsement BC 8820/95 on Certificate of Consolidated Title T10390/95, namely:-

(a) No new building or structure whatsoever, other than a fence, hedge or wall which does not rise higher than 2,1m above the surface of the land on which it stands, shall be erected on the land within a distance of 15m from the road reserve boundary of Main Road No. 398 without the written approval of the Controlling Authority as defined in Act No. 21 of 1940.

4. The REMAINDER of LOT 1 PORT ZIMBALI of which this property is a subdivision is subject to the following conditions imposed by the Administrator, in terms of Ordinance No. 27 of 1949 (as amended), as created by endorsement K305/95 under Section 3(v) Act 47 of 1937, on Certificate of Consolidated Title T 10390/95 namely:

(a) The property shall have a general right of access over Sub 1 of Lot 1 Port Zimbali and Sub 2 of Lot 1 Port Zimbali, subject to whatever rules, conditions and restrictions that may be laid down from time to time by the Home Owners Association for the purpose of ensuring proper control and administration of the use and enjoyment thereof, and of whatever facilities or improvements that may be made thereon.

(d) Neither the subdivision, nor any further subdivision, nor any unit thereof, as defined in the Section Title Act No. 95 of 1986, shall be transferred to any person until he has bound himself to become and

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

Page 6

remain a member of the ZIMBALI ESTATE MANAGEMENT ASSOCIATION for the duration of his ownership, and a clearance certificate has been issued by such Association to the effect that its Articles of Association have been complied with.

- (c) The "Home Owners' Association" reserves in perpetuity the right, without being required to pay compensation therefor to erect, lay, maintain, use and remove standard, lines, cables, pipes and the like under, on and over the said land for the purpose of conveying electric current, water, drainage, sewerage and the like and the owner agrees not to obstruct or interfere with any such standard, lines, cables, pipes and the like or to erect any building or other permanent structure within 1,00 metre of any such standards, lines, cables, pipes and the like without the prior express consent of the "Home Owners' Association" provided that any damage done during the process of erecting, laying, maintaining, using or removing such standards, lines, cables, pipes and the like shall be made good by the "Home Owners' Association". The owner also agrees that the "Home Owners' Association" by itself, or other, may enter upon the said property at all reasonable times for the purpose of enforcing the rights reserved and the obligations accepted in this clause.

"Home Owners' Association" shall mean the ZIMBALL ESTATE MANAGEMENT ASSOCIATION No. 1995/000581/08 its order or assigns.

In the event of the Home Owners' Association ceasing to have force and effect, this condition shall vest in the local authority or any other body or person authorised thereto by it.

5. SUBJECT to the following condition imposed by the Minister of Traditional and Local Government Affairs, Province of KwaZulu-Natal, under the provisions of the Town Planning Ordinance No. 27 of 1949 (as amended) as created in Deed of Transfer No. T 7661/1998, namely:

- (a) The erf, shall be subject to a general right of access in favour of Erven 258 - 290 PORT ZIMBALI, any further subdivision, or any unit thereon, subject to whatever rules, conditions and restrictions are laid down from time to time by THE ZIMBALI ESTATE MANAGEMENT ASSOCIATION for the purpose of ensuring proper control and administration of the use and enjoyment thereof.

WHEREFORE the said Appearer, renouncing all rights and title which the said

VAUGHN THEO REICHE, Married as aforesaid

heretofore had to the premises, did in consequence also acknowledge him to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

MELRON INVESTMENTS PROPRIETARY LIMITED
Registration Number 2006/003598/07

or its Successors in Title or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R5 000 000,00 (FIVE MILLION RAND).

Lexis® Convey 17.1.7.2

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

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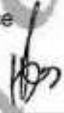
IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at PIETERMARITZBURG on

2019-07-18


q.q.

In my presence


REGISTRAR OF DEEDS

lexis® Convey 17.1.7.2

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

ANNEXURE 4: ZIMBALI ESTATE CONTRACT OF SALE



Agents Agreement Checklist

Purchaser Name : _____

Property : _____

Sales Agent : _____

Agency : _____

- ☐ Sales Agreement signed by purchaser and Seller
- ☐ Trust Resolution (If Applicable)
- ☐ FICA Documents obtained from purchaser and Seller
- ☐ SG Diagram / site layout / floor plan signed (If Applicable)
- ☐ Servitude Contract received and signed by purchaser (Annexure A)
- ☐ Home Owners Debit Authorisation form completed and signed (Annexure B)
- ☐ ZCC Membership Form and resolution completed and signed (Annexure C)
- ☐ Directors Resolution Form completed and signed (Annexure D)
- ☐ Acknowledgement of additional documents signed (Annexure F)
- ☐ POPI Consent completed and signed (Annexure G)
- ☐ ZCC POPI Consent completed and signed (Annexure H)
- ☐ Correspondence Form completed and signed
- ☐ Property Declaration form completed and signed
- ☐ Special Conditions on Agreement

SELLER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

REVISION 41 - JANUARY 2025



CONTRACT OF SALE

Note: Clauses 1.11, 1.12, 1.18, 1.19, 1.20, 1.22, 2, 5.4, 6, 7, 11, 12, 13, 14, 15, 16.2, 16.3, 17, 32, 33, 36 and 40 of the CONTRACT OF SALE contain rights in favour of the Association, Zimbali Country Club and / or THE DEVELOPMENT COMPANY. Therefore, although the parties to this agreement are free to amend the other clauses of this contract the Association will not accept any contract where the aforesaid clauses have been amended in any manner whatsoever.

1

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

REVISION 41 - JANUARY 2025

CONTRACT OF SALE

entered into by:

Name _____
 _____ (the "SELLER")
 Postal Address _____

 _____ Code _____
 Physical Address _____

 _____ Code _____
 Tel Nos (Home) _____ (Business) _____
 (Cellular) _____ (Facsimile) _____
 E-Mail Address _____
 Identity No / Registration No _____
 Marital status (if the SELLER is an Individual) _____

and

Name _____
 _____ (the "PURCHASER")
 Postal Address _____

 _____ Code _____
 Physical Address _____

 _____ Code _____
 Tel Nos (Home) _____ (Business) _____
 (Cellular) _____ (Facsimile) _____
 E-Mail Address _____
 Identity No / Registration No _____
 Marital status (if the PURCHASER is an Individual) _____

SELLER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

REVISION 43 - FEBRUARY 2026

1. SCHEDULE

1.1	PROPERTY Description	:	_____
1.2	Extent in square metres Land size/Section Size	:	_____
1.3	Nett Purchase Price	:	..R. _____
1.4	Value Added Tax on the Nett Purchase Price	:	..R. _____
1.5	Total Consideration	:	..R. _____
1.6	Deposit due within _____ days of signature hereof by the SELLER	:	..R. _____
1.7	Additional deposit due within _____ days of signature hereof by the SELLER	:	..R. _____
1.8	Balance (being the difference between 1.5, 1.6 and 1.7)	:	..R. _____
1.9	The amount of the loan for which the PURCHASER will apply	:	..R. _____
1.10	Date by which loan is to be granted	:	_____
1.11	Estimated monthly levy (This amount is the amount estimated, as at the date of signature of the CONTRACT OF SALE, as being payable by the PURCHASER to the ASSOCIATION in terms of the provisions of the ASSOCIATION's Memorandum of Incorporation). (See 12 of the CONTRACT OF SALE)	:	..R 5 465.91 (Incl. VAT) _____
1.12	Amount payable by the PURCHASER toward the Levy Stabilisation Fund established in terms of the ASSOCIATION's Memorandum of Incorporation. (This amount is payable on signature hereof to the CONVEYANCERS. Such payment shall be invested by the CONVEYANCERS in an interest-bearing account, all interest to accrue for the benefit of the PURCHASER until the DATE OF TRANSFER, whereupon the CONVEYANCERS shall release the Capital Sum to the ASSOCIATION and all accrued interest, less their usual fee, to the PURCHASER).	:	..R89 178.00 (Incl. VAT) _____
1.13	Date of Possession	:	..Date of Registration _____
1.14	Date of Occupation	:	_____
	Occupational Rental	:	..R. _____
1.15	Estate Agent	:	_____
	Estate Agency	:	_____
	Estate Agent FFC Number	:	_____
1.16	Amount of commission payable (inclusive of VAT):	:	..R. _____
1.17	Income Tax Number of PURCHASER	:	_____
1.18	Number of "R" class DEBENTURES in the Zimball Country Club purchased by the PURCHASER	:	..ONE (1) _____
1.19	Par value of each such Debenture	:	..R1,000.00 _____
1.20	Purchase price of DEBENTURE (this amount is payable by the PURCHASER to the Zimball Country Club on the DATE OF TRANSFER)	:	..R70,000.00 _____
1.21	CONVEYANCERS	:	_____
1.22	ADMINISTRATIVE LEVY PAYABLE BY THE SELLER (as per cl 12.4)	:	..1% of p/price = R. _____
1.23	PROPERTY TRANSFER LEVY PAYABLE BY THE PURCHASER (cl 12.5)	:	R7 142.00 (Ind VAT) _____

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2. DEFINITIONS AND INTERPRETATION

For the purposes of the CONTRACT OF SALE, unless the context indicates to the contrary:

- 2.1 "ASSOCIATION" means the Zimbali Estate Management Association (RF) NPC (ZEMA);
- 2.2 this "CONTRACT" means the CONTRACT OF SALE and all ANNEXURES thereto;
- 2.3 "CONVEYANCERS" means the conveyancers appointed in terms of the CONTRACT to attend to the transfer of the PROPERTY to the PURCHASER, being the conveyancers referred to in Clause 1.21 of the CONTRACT OF SALE;
- 2.4 "CPA" means the Consumer Protection Act No. 68 of 2008;
- 2.5 "DEBENTURE" means the Debenture or Debentures (as the case may be) relating to the Composite Membership of the Zimbali Country Club, sold to the PURCHASER in terms of this CONTRACT OF SALE;
- 2.6 "DATE OF POSSESSION" means the date specified in 1.13 of the CONTRACT OF SALE;
- 2.7 "DATE OF SIGNATURE" means the date of signature hereof by the last signing of the SELLER or the PURCHASER, as the case may be which shall be documented for record purposes as clause 39.3 below;
- 2.8 "DATE OF TRANSFER" means the date of registration of transfer of the PROPERTY into the name of the PURCHASER;
- 2.9 "ESTATE" means the properties described as:
- 2.9.1 Sub 1 of the farm Zimbali No. 16255 in extent 8,9539 hectares; Sub 2 of the farm Zimbali No. 16255 in extent 40,5485 hectares; Rem of the farm Zimbali No. 16255 in extent 128,8787 hectares; Rem of 2 of Lot 55 No. 1569 in extent 101,1951 hectares; Rem of Lot 52 No. 1566 in extent 27,0167 hectares; Sub 3 of Lot 82 No. 1566 in extent 41,1520 hectares;
- 2.9.2 those additional properties incorporated in the ESTATE as provided in the Memorandum of Association of the ASSOCIATION;
- 2.10 "FOOTPRINT AREA" means the demarcated footprint as shown on the SITE PLAN;
- 2.11 "JURISTIC PERSON" means a partnership, association, trust, body corporate, company, close corporation or other Legal or Juristic Person and has the same meaning as 'artificial person' where that term is used herein or in the Constitution of the Zimbali Country Club;
- 2.12 "NON-USER SERVITUDE" means the area cross-hatched on the SITE PLAN (if applicable);
- 2.13 "PROPERTY" means the immovable property referred to in 1.1 of the CONTRACT OF SALE;
- 2.14 "PURCHASER" means the purchaser in terms of this CONTRACT;
- 2.15 "RULES" means the rules of the ASSOCIATION referred to in clause 15 of the CONTRACT OF SALE;
- 2.16 "SITE PLAN" means the SITE PLAN ANNEXURE "E1" hereto;
- 2.17 "SECTIONAL PLAN" means the building plan in respect of the SECTION, being Annexure "E2" to the CONTRACT (Applicable if PROPERTY constitutes a Sectional Title Unit);
- 2.18 "ARCHITECTURAL CONTROLS" means the architectural controls applicable to the ESTATE;
- 2.19 "THE DEVELOPMENT COMPANY" means Zimbali Resort Developments (ZRD), a joint venture between Zimbali Land Developments Proprietary Limited, Registration Number 1996/016290/07 (formerly Tongaat Hulett-Zimbali Resorts Proprietary Limited) and Zimbali Hotels & Resorts South Africa Proprietary Limited, Registration Number 2003/023856/07 (formerly IFA Hotel and Resorts Proprietary Limited) and shall also include Ohlanga Development Company Proprietary Limited, formerly Zimbali Development Company Proprietary Limited, Registration Number 1968/009161/07 for the purposes set out below or any of their successors in title or assigns;
- 2.20 clause headings are inserted purely for convenience and shall not be relevant to interpreting the contents of the clauses to which they relate;
- 2.21 words importing a gender shall include all genders and the singular shall include the plural and vice versa;
- 2.22 if the PURCHASER consists of more than one person, such persons shall be jointly and severally liable in solidum for all their obligations in terms of this CONTRACT OF SALE;
- 2.23 if any provision of this CONTRACT OF SALE is unenforceable for any reason whatever, such provision shall be deemed to be separate and severable from this CONTRACT OF SALE, without in any way affecting the validity of the remaining provisions of this CONTRACT OF SALE;

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- 2.24 no indulgence or relaxation which the SELLER/THE DEVELOPMENT COMPANY/ASSOCIATION may allow to the PURCHASER in regard to the carrying out of the PURCHASER's obligations in terms of or pursuant to this CONTRACT OF SALE shall prejudice the SELLER's/THE DEVELOPMENT COMPANY/ASSOCIATION's rights under this CONTRACT in any manner whatsoever, or be regarded as a waiver of the SELLER's rights in terms of this CONTRACT, or be construed to act as an estoppel against the SELLER/THE DEVELOPMENT COMPANY/ASSOCIATION to otherwise strictly enforce compliance of the PURCHASER's obligations in terms of this CONTRACT OF SALE;
- 2.25 in interpreting this CONTRACT OF SALE, no provision shall be construed in a limiting fashion or in accordance with the Eiusdem Generis Rule (i.e. a specific provision of this CONTRACT on any particular issue, shall not be deemed in any way to detract from any general provision in respect to the same issue);
- 2.26 the provisions of this CONTRACT OF SALE, shall be read in conjunction with the provisions of the CPA (insofar as applicable to this CONTRACT) and insofar as the provisions of this CONTRACT OF SALE are inconsistent with the provisions of the CPA, the provisions of the CPA shall prevail;
- 2.27 any reference to any statute, legislation or regulations shall be deemed to include any lawful amendments thereto or re-enactments thereof;
- 2.28 where a number of days are prescribed, they shall consist of all days (i.e. including Saturday, Sunday and Public Holidays) and shall exclude the first day and include the last day;
- 2.29 where an expression has been defined and such definition contained a provision conferring rights or imposing obligations on any party, effect shall be given to that provision as if it were a substantive provision contained in the body of this CONTRACT OF SALE;
- 2.30 if a number is referred to in numerals and words the words shall prevail in the event of any conflict between the two;
- 2.31 this CONTRACT OF SALE shall be governed by and construed according to the Laws of the Republic of South Africa;
- 2.32 the expiration or termination of this CONTRACT OF SALE shall not affect those provisions of this CONTRACT OF SALE which expressly provide that they will operate after any such expiration or termination or, which out of necessity must continue to have effect after such expiration, notwithstanding the fact that the clauses do not expressly provide this;
- 2.33 to the extent that the CONTRACT OF SALE is signed on a date which results in the use of any tense being inappropriate, the CONTRACT OF SALE shall be read in the appropriate tense;
- 2.34 a fully executed, emailed copy of this CONTRACT OF SALE shall be accepted as an original and this CONTRACT OF SALE may be signed in counterparts and will be effective as such, each of which will be deemed an original and all of which together shall constitute one and the same CONTRACT OF SALE as at the date of signature of the party last signing one of the counterparts;
- 2.35 this CONTRACT OF SALE shall be binding on and enforceable by the administrators, trustees, successors in title successors in office, assigns or liquidators of the parties as fully and effectually as if they had signed this CONTRACT OF SALE in the first instance and reference to any party shall be deemed to include such party's administrators, trustees, successors in title, successors in office, assigns or liquidators, as the case may be;
- 2.36 this CONTRACT OF SALE incorporates the annexures (if any), which annexures shall have the same force and effect as the provisions set out in the body of this CONTRACT OF SALE. The various documents forming part of this CONTRACT OF SALE are to be taken as mutually explanatory. In the event of any conflict or inconsistency the provisions contained in the main body of the CONTRACT OF SALE will prevail.

3. SALE

Subject to and in accordance with the provisions hereof, the SELLER sells, and the PURCHASER purchases the PROPERTY for the purchase price referred to in 1.5 of the CONTRACT OF SALE above.

4. VOETSTOOTS

- 4.1 Subject to the provisions of the CPA (if applicable), the PROPERTY is sold and purchased voetstoots, absolutely as it stands, with all its defects (if any) whether patent or latent.
- 4.2 The PROPERTY is sold subject to all conditions and servitudes contained in the existing title deeds or otherwise recorded against the PROPERTY at the Registrar of Deeds.
- 4.3 The PURCHASER acknowledges that he has satisfied himself as to the nature, locality and extent of the PROPERTY and the SELLER shall not be liable for any deficiency in the extent thereof nor shall it benefit by any surplus.
- 4.4 **The SELLER hereby warrants that the plans to the PROPERTY are in order and he/she is in possession of a valid Occupation/Completion Certificate. Should this not be the case, the SELLER hereby agrees to instruct a registered Architect to draw up the plans and obtain a certificate of completion from Kwadukuza**

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Municipality. Should it merely be a matter of process to obtain same and there are no encroachments or neighbour's consents required, the Conveyancers are instructed to proceed with the registration of transfer and shall retain the sum of R150 000 (One Hundred and Fifty Thousand Rand) out of the proceeds of sale (on behalf of the SELLER) to ensure that this process is completed. They will accordingly release the retained sum upon receipt of a copy of the approved plans and the completion certificate from Kwadukuza Municipality. Should the SELLER fail to provide the PURCHASER with these documents within 8 months of transfer, the PURCHASER shall be entitled to arrange same and the cost thereof shall be paid to him out of the retained funds.

5. PAYMENT ON THE PURCHASE PRICE

- 5.1 The amounts referred to in 1.6 and 1.7 of the CONTRACT OF SALE shall be paid to the CONVEYANCERS by electronic funds transfer. Such payments shall be invested by the CONVEYANCERS in an interest-bearing account, all interest to accrue for the benefit of the PURCHASER until the DATE OF TRANSFER whereupon the CONVEYANCERS shall release the capital to the SELLER and all accrued interest, less their usual fee, to the PURCHASER. The PURCHASER acknowledges that the CONVEYANCERS are not able to invest the aforesaid amounts, nor any other amount paid into the trust with the CONVEYANCERS, on the PURCHASER's behalf, until such time as the PURCHASER has complied with all the requirements of the Financial Intelligence Centre Act No. 38 of 2001, as amended, and has signed the necessary investment mandate, both of which the PURCHASER undertakes to do as soon as reasonably practical in the circumstances.
- 5.2 Subject to 5.3 below, the PURCHASER shall secure the due payment of the amount referred to in 1.8 of the CONTRACT OF SALE by furnishing the CONVEYANCER with a guarantee from a registered South Africa commercial bank, in a form and on terms acceptable to the CONVEYANCER, for such amount. The guarantee will be expressed payable on the DATE OF TRANSFER. Should the PURCHASER wish to rather make payment to the CONVEYANCERS prior to the due date he may do so at his election.
- 5.3 The guarantee referred to in 5.2 above of the CONTRACT OF SALE shall be furnished by the PURCHASER within 14 (FOURTEEN) days of the DATE OF SIGNATURE, unless the PURCHASER requires a loan for the amount stated in 1.9 of the CONTRACT OF SALE, in which event the aforesaid guarantee shall be furnished within 14 (FOURTEEN) days of such loan being granted. Alternatively, the PURCHASER shall be entitled to pay the amount referred to in 5.2 above in cash (by electronic funds transfer), within the aforesaid 14 (FOURTEEN) day period, which amount shall be dealt with mutatis mutandis as provided for in 5.1 above.
- 5.4 The amount referred to in 1.20 of the CONTRACT OF SALE shall be paid by the PURCHASER in cash (by electronic funds transfer only) to the CONVEYANCERS upon presentation of their proforma account. Such payment shall be invested by the CONVEYANCERS in an interest-bearing account, all interest to accrue for the benefit of the PURCHASER until the DATE OF TRANSFER, whereupon the CONVEYANCERS shall release the capital to Zimbali Country Club and all accrued interest, less their usual fee, to the PURCHASER.
- 5.5 * It is recorded that the Total Consideration referred to in Clause 1.5 of the CONTRACT OF SALE is inclusive of Value Added Tax at the current rate of 15% (FIFTEEN PER CENT). The parties agreed that, should there be any change in the rate, Value Added Tax applicable at the time of supply, as determined in accordance with the Value Added Tax Act No. 89 of 1991, the Total Consideration shall be amended to take into account the adjustment and the Value Added Tax rate.

OR

- 5.5 * It is recorded that the SELLER is not registered for Value Added Tax for the purposes of the sale of the PROPERTY in terms of this CONTRACT OF SALE. As a consequence, the purchase price of the PROPERTY, as referred to in 1.5 of the CONTRACT OF SALE does not include Value Added Tax and the PURCHASER shall be liable for the payment of transfer duty.

****Delete which is not applicable. (If the parties fail to elect, it will be considered that this is a normal transaction without attracting VAT).***

- 5.6 Unless otherwise provided, all payments hereunder shall be made without set off, deduction or demand to the SELLER at the offices of the CONVEYANCERS. All bank charges incurred by the CONVEYANCERS in connection with this transaction shall be for the account of the PURCHASER.

6. MEMBERSHIP OF ZIMBALI ESTATE MANAGEMENT ASSOCIATION NPC

- 6.1 By virtue of the purchase of the PROPERTY, the PURCHASER shall be obliged to become, and to remain for the duration of his ownership of the PROPERTY, a member of the ASSOCIATION within the meaning of and subject to the conditions set out in the ASSOCIATION's Memorandum of Incorporation and undertakes that he and all persons deriving use of the ESTATE or any part thereof through him will, from the DATE OF POSSESSION, duly comply with all the obligations imposed upon members under the ASSOCIATION's Memorandum of Incorporation including the obligation to pay a monthly levy to the ASSOCIATION, the amount of which is to be determined, from time to time, by the directors of the ASSOCIATION. (The above is intended merely as a general description of the rights and obligations of a member of the ASSOCIATION, the details of which are more fully dealt with in the Memorandum of Incorporation of the ASSOCIATION. If there is any conflict with what is set out above and what is contained in the Memorandum of Incorporation, the latter shall prevail, and the PURCHASER shall have no claim against the SELLER arising out of such conflict).
- 6.2 Any amount outstanding by either the SELLER or the PURCHASER to the ASSOCIATION in terms of this CONTRACT OF SALE or the ASSOCIATION's Memorandum of Incorporation, shall bear interest at a rate equal to

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the prime overdraft rate, from time to time, charged by the ASSOCIATION's bankers, plus 3 percentage points.

7. COMPULSORY COMPOSITE MEMBERSHIP OF ZIMBALI COUNTRY CLUB

- 7.1 The PURCHASER shall be obliged to become a Composite Member of the Zimbali Country Club, within the meaning of the Constitution of the said Club, provided that where the PURCHASER is a Juristic Person, it shall be obliged to nominate a natural person or persons (hereinafter 'natural person nominee(s)') to become a composite member as aforesaid in accordance with the provisions of the Constitution of the Zimbali Country Club.
- 7.2 The PURCHASER undertakes duly to complete and sign the membership application form, ANNEXURE "C" hereto and deliver same to the SELLER. Where the PURCHASER is a Juristic Person, it undertakes to deliver to the SELLER a membership application form(s), duly completed and signed by its natural person nominee(s). As soon as the other suspensive conditions to this CONTRACT OF SALE are fulfilled, the SELLER shall submit the application to the Club. The obligation to pass transfer of the PROPERTY shall be suspended until the PURCHASER or its natural person nominee is accepted as a composite member of the Club.
- 7.3 The PURCHASER shall be obliged to accept transfer of the PROPERTY subject to a condition registered against the Title Deed 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 the Zimbali Country Club first being had and obtained, provided that the Zimbali Country Club shall grant the aforesaid consent in the event of the Transferor, or its natural person nominee/s having complied with all its obligations to the Zimbali Country Club (and in no way detracting from the generality of the aforesaid, the Transferor, or its natural person nominee/s having paid all amounts due to the aforesaid Club) and the Transferee, or its natural person nominee/s undertaking to become a Composite Member of the aforesaid Club and purchasing the requisite DEBENTURE(S) in this regard.
- 7.4 The PURCHASER hereby purchases the number of "R" Class DEBENTURES in Zimbali Country Club, referred to in Clause 1.1B of the CONTRACT OF SALE for the purchase price referred to in 1.20 of the CONTRACT OF SALE. The purchase of such DEBENTURE/S shall be on the terms and conditions set out in this CONTRACT OF SALE and those conditions set out on the debenture certificate. In the event of the PURCHASER being a Juristic Person, it purchases and holds the debenture on behalf of its natural person nominee/s as nominated from time to time. It is recorded that Zimbali Country Club reserves the right, from time to time, to increase the purchase price of such DEBENTURE/S and as a consequence any party to whom the PURCHASER may in future transfer the PROPERTY, may be required to purchase a DEBENTURE/s at a different price to that referred to in Clause 1.20 of the CONTRACT OF SALE.

8. *CONSUMER PROTECTION ACT

- 8.1 *The parties record that the SELLER is not selling the property in the ordinary course of business and accordingly the Consumer Protection Act does not apply to this transaction.
- OR
- 8.2 *The parties record that the SELLER IS selling in the ordinary course of business and accordingly the Consumer Protection Act does apply to this transaction.

****Delete whichever clause is not applicable***

9. *LOAN FROM FINANCIAL INSTITUTION

- 9.1 If this CONTRACT OF SALE is subject to the PURCHASER obtaining a loan of not less than the amount stated in 1.9 of the CONTRACT OF SALE, the PURCHASER undertakes forthwith to apply for the said loan and this CONTRACT OF SALE is subject to the loan being approved within the required time set out in clause 1.10 and for the aforesaid amount (or such lesser amount as the PURCHASER may elect, on condition that he shall, prior to the expiry of the due date in clause 1.10 of the CONTRACT OF SALE, inform the parties in writing of his intention to accept such amount and must make payment of the difference prior to the expiry in which event the suspensive condition shall be deemed met).
- 9.2 The PURCHASER shall make application to a South African commercial bank for the aforesaid loan as soon as possible after DATE OF SIGNATURE and undertakes, in good faith, to do whatever else may be reasonably required in order to ensure the aforesaid loan is granted timeously. Failure to apply for the loan or co-operate with the bank shall amount to a material breach of this CONTRACT OF SALE.
- 9.3 This condition shall be deemed met upon receipt of an approval in principle, a quotation or pre-agreement statement, as the case may be. Such approval or quotation or pre-agreement statement shall be on the bank's usual terms and conditions. If the bank does not find value or there are any conditions in the approval which are restrictive, the PURCHASER may cancel the CONTRACT OF SALE without any penalties by giving 7 days written notice to such effect.

****Delete if not applicable***

10. POSSESSION

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- 10.1 The risk and benefit in and to the PROPERTY shall pass to the PURCHASER on DATE OF POSSESSION.
- 10.2 Liability to pay all rates, water rates, taxes, insurances, levies and other outgoings arising from the PROPERTY shall pass to the PURCHASER on the DATE OF POSSESSION.

11. OCCUPATION

- 11.1 Save if there is a current and valid lease in place (in which event this CONTRACT OF SALE is sold subject thereto), the PURCHASER shall be entitled to vacant occupation of the PROPERTY from the DATE OF OCCUPATION stipulated in 1.14 of the CONTRACT OF SALE.
- 11.2 From the DATE OF OCCUPATION to the DATE OF TRANSFER, both days inclusive, the PURCHASER shall pay to the SELLER occupational rental in the amount stated in 1.14 of the CONTRACT OF SALE per month. Such occupational rental shall be payable monthly in advance to the SELLER directly on or before the first day of every month. Occupational rental shall be adjusted for any period of less than one month, the final adjustment to be made on DATE OF TRANSFER.
- 11.3 The PURCHASER undertakes, in the event of this CONTRACT OF SALE being cancelled or lapsing, for any reason whatsoever to vacate the PROPERTY and restore the PROPERTY to the same good order and condition in which it was at the DATE OF OCCUPATION. Further, in the event of the CONTRACT OF SALE lapsing or being cancelled due to the breach of the PURCHASER, the PURCHASER shall not be entitled to any compensation for any improvements of whatever nature he may have effected to the PROPERTY while in occupation thereof.
- 11.4 The SELLER undertakes to maintain the PROPERTY in the same condition as it is at the date of signature of this CONTRACT OF SALE until the DATE OF OCCUPATION, fair wear and tear accepted.
- 11.5 The PURCHASER shall not in any way alter the PROPERTY prior to the DATE OF TRANSFER.
- 11.6 From the DATE OF OCCUPATION the PURCHASER –
- 11.6.1 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;
- 11.6.2 shall be liable for the payment of all services provided to the PROPERTY in the form of telephones, television, electricity and water and any deposits payable in connection with the supply of any such services;
- 11.6.3 Waives all claims against the SELLER, THE DEVELOPMENT COMPANY and the ASSOCIATION for any loss or damage to property or any injury to person which the PURCHASER may sustain in or about the PROPERTY, on any other portion of the ESTATE and indemnifies the SELLER, THE DEVELOPMENT COMPANY and the ASSOCIATION against any such claim that may be made against the SELLER THE DEVELOPMENT COMPANY or the ASSOCIATION by a member of the PURCHASER's family or any tenant, nominee, invitee 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, the buildings on the ESTATE or any other part of the ESTATE howsoever such loss or damage to property or injury to person may be caused.

12. LEVY AND OTHER CHARGES

- 12.1 The PURCHASER shall from the DATE OF TRANSFER, accept liability for payment of a monthly levy in respect of those items and amounts payable in terms of the ASSOCIATION's Memorandum of Incorporation. The PURCHASER acknowledges that the ASSOCIATION shall require a debit order from the PURCHASER in respect of the payment of the aforesaid levy unless the PURCHASER elects to pay such levy annually in advance. (a copy of which debit order is ANNEXURE "B" hereto). In the event of the SELLER having paid the aforesaid levy annually in advance to the ASSOCIATION, then in that event the PURCHASER shall refund to the SELLER the levies paid by the SELLER in respect of the period subsequent to the DATE OF TRANSFER.
- 12.2 The amounts referred to in Clause 1.11 of the CONTRACT OF SALE is an estimation of the monthly levy payable by the PURCHASER, made in good faith by the SELLER and the SELLER and/or the ASSOCIATION shall not be responsible for any inaccuracies in this estimation.
- 12.3 The PURCHASER agrees that he shall have no right to reclaim from the ASSOCIATION any amount paid to the ASSOCIATION by way of a monthly levy, special levy or contribution to the Levy Stabilisation Fund referred to in 1.12 of the CONTRACT OF SALE, save as provided herein.
- 12.4 The SELLER is aware that upon selling the PROPERTY, he shall be liable to make payment to the ASSOCIATION equivalent to the amount set out in clause 1.22 of the SCHEDULE (which equals to **1% (VAT inclusive) of the purchase price**) as an **administrative fee** to assist with the administrative expenses of the ASSOCIATION. This amount shall be collected by the CONVEYANCER and payment made on registration. The ASSOCIATION shall only consent to the transfer upon receipt of these funds or upon receipt of an acceptable letter of undertaking by the CONVEYANCERS. The PURCHASER is aware that upon selling the PROPERTY in the future, he shall be liable to make payment to the ASSOCIATION. For the sake of clarity, should the PURCHASE PRICE include VAT, the administrative fee shall be calculated on the ex VAT amount.

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- 12.5 The PURCHASER is aware that upon purchasing the PROPERTY, he shall be liable to make payment, over and above the Levy Stabilisation Fund, the Club fee, and any other amounts specified herein, an administrative fee herein called a SALES ADMINISTRATION FEE. This fee is as per clause 1.23 of the SCHEDULE and shall be paid to the ASSOCIATION, via the CONVEYANCERS upon request therefore and with amount shall only be paid to the ASSOCIATION should the PROPERTY transfer.
- 13. ARCHITECTURAL AND LANDSCAPE CONTROLS AND IMPROVEMENTS TO PROPERTY**
- 13.1 In order to maintain high standards and with a view to ensuring an attractive and harmonious development within the ESTATE all purchasers of Erven within the ESTATE shall be required to adhere to the architectural controls prescribed by the ASSOCIATION. A copy of the Architectural Code and Landscaping Protocol prescribed by the ASSOCIATION in respect of the PROPERTY, which documents shall be given to PURCHASER, are attached to the PURCHASER's Declaration of Acknowledgement of Receipt, ANNEXURE "F" hereto.
- 13.2 Should this PROPERTY be vacant land, the PURCHASER shall by no later than the date to be provided by the DEVELOPMENT COMPANY (the build-by date) complete the construction of a dwelling on the PROPERTY which will comprise a minimum floor area of 150 (ONE HUNDRED AND FIFTY) square metres (excluding any outbuildings). Outbuildings must be designed as an integral part of the main building. In the event of the floor area of the dwelling exceeding 400 (FOUR HUNDRED) square metres, then in that event, special guidelines in respect of the completed dwelling, as specified in the aforesaid Architectural Controls, shall apply. Notwithstanding anything contained herein to the contrary, no dwelling shall have a floor area exceeding 500 (FIVE HUNDRED) square metres without the prior written consent of the ASSOCIATION.
- 13.3 Should the PROPERTY be vacant land and should the SELLER have failed to erect a dwelling thereon as provided in the title deed conditions, then in that event the SELLER shall be obliged to offer to sell the PROPERTY to THE DEVELOPMENT COMPANY at the purchase price when he purchased same from his seller, which offer THE DEVELOPMENT COMPANY shall be required to accept within 10 (TEN) days of receiving such written offer from the SELLER failing which the SELLER shall be entitled to sell the PROPERTY to the PURCHASER subject to the PURCHASER complying with all other conditions of this CONTRACT, the conditions of title of the PROPERTY and any conditions imposed by the ASSOCIATION. For the sake of clarity, if the existing title deed contains a condition with a build-by date this shall be deleted and a new build-by clause shall be registered against the title deeds in favour of THE DEVELOPMENT COMPANY. This clause shall include a buy back clause as is in the current title condition. Should there be a condition of this nature in the title deeds, the parties are aware that the DEVELOPMENT COMPANY needs to sign the necessary consent and should it fail to (after receipt of a demand and in terms of clause 16.4 below) or refuse to do so, then this CONTRACT OF SALE shall lapse and be of no further force or effect.
- 13.4 Until such time as the PURCHASER has erected the dwelling as contemplated herein the PURCHASER shall not be entitled to alienate, lease or transfer the PROPERTY or any portion thereof without the written consent of THE DEVELOPMENT COMPANY first being had and obtained which they in their sole discretion may grant or refuse. Should THE DEVELOPMENT COMPANY elect to purchase the PROPERTY the PURCHASER shall be liable for all costs including any VAT or transfer duty payable in effecting registration of transfer of the PROPERTY into the name of THE DEVELOPMENT COMPANY.
- 13.5 In the event of THE DEVELOPMENT COMPANY exercising its right of re-acquisition as stated in 13.3 above, the PURCHASER, by his signature hereto, hereby irrevocably nominates, constitutes and appoints THE DEVELOPMENT COMPANY, with Power of Substitution, to be the PURCHASER's lawful attorney and agent in his name, place and stead to sign the Deed of Sale and any necessary transfer documents for the purposes of re-acquisition of the PROPERTY by THE DEVELOPMENT COMPANY, and generally for affecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, for all intents and purposes, as he might or could do if personally present and acting herein, hereby ratifying, allowing and confirming and promising and agreeing to ratify, allow and confirm all and whatsoever the said Attorney and Agent shall lawfully do, or cause to be done, by virtue of these present.
- 13.6 Notwithstanding the provisions of Clause 13.2 above or anything to the contrary herein or elsewhere contained any dwelling or other structure to be erected on the PROPERTY shall be erected strictly in accordance with building plans which have been submitted to and approved in writing by the ASSOCIATION and the local or any other competent authority and no work whatsoever shall commence on the PROPERTY until such time as the relevant approvals have been obtained.
- 13.7 To enable the ASSOCIATION to consider any such request for approval the PURCHASER shall provide the ASSOCIATION with the following:
- 13.7.1 A site diagram showing the external boundaries of the footprint area and position of the dwelling to be erected on the PROPERTY together with a detailed sketch plan of all buildings and other fixtures to be erected on the PROPERTY giving details of all external finishes as well as all elevations and sections sufficient to indicate the required site works. (The sketch plan shall be drawn to a scale as directed by the ASSOCIATION and shall comply with the National Building Regulations) and
- 13.7.2 details of construction materials to be used.
- 13.8 No work whatsoever shall commence on the PROPERTY until such time as the ASSOCIATION has approved the final working drawings in respect of the buildings to be erected on the PROPERTY.
- 13.9 Any building or other structure to be erected on the PROPERTY shall be constructed by a contractor approved of by the ASSOCIATION.

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- 13.10 THE DEVELOPMENT COMPANY's Project Manager or the ASSOCIATION's Building Control Officer, shall be entitled to condemn any work which, in his opinion, is sub-standard, in which event the contractor/PURCHASER shall make good such sub-standard work to a standard acceptable to such Project Manager or Building Control Officer (as the case may be).
- 13.11 Any dwelling to be erected or swimming pool or other structure to be built on the PROPERTY must lie within the FOOTPRINT AREA.
- 13.12 Any dwelling, garage, storeroom or screen or other walls to be erected on the PROPERTY shall be constructed of clay bricks.
- 13.13 These Conditions shall be registered in favour of THE DEVELOPMENT COMPANY and the ASSOCIATION against the title deeds of the PROPERTY in such form as the Registrar of Deeds may permit.
- 13.14 The ASSOCIATION will from time to time provide owners with architectural guidelines as well as information as to its objectives in ensuring architectural harmony within the ESTATE.

14. NON-USER SERVITUDE

- 14.1 The PURCHASER acknowledges that the area cross-hatched on the SITE PLAN is subject to a NON-USER SERVITUDE in favour of the ASSOCIATION and the PURCHASER agrees that he will receive transfer of the PROPERTY subject to a NON-USER SERVITUDE on the terms and conditions as set out in ANNEXURE "A" hereto.
- 14.2 The PURCHASER undertakes that he will immediately on request sign all documents that may be required by the CONVEYANCERS for the purposes of giving effect to this clause 15.

15. RULES

- 15.1 The PURCHASER acknowledges that the directors of the ASSOCIATION shall be entitled at all times to lay down rules in regard to -
- 15.1.1 the preservation of the natural environment,
- 15.1.2 vegetation and flora and fauna in the ESTATE,
- 15.1.3 the use and allocation of private parking areas for owners of immovable property in the ESTATE and guests,
- 15.1.4 the right to keep any animal, reptile or bird,
- 15.1.5 the use of recreation and entertainment areas and amenities and facilities and the right to make a reasonable charge for such use,
- 15.1.6 the use and control of business premises in the ESTATE,
- 15.1.7 the placing of movable objects upon or outside the buildings included in the ESTATE, including the power to remove any such objects,
- 15.1.8 the storing of flammable and other harmful substances,
- 15.1.9 the conduct of any persons within the ESTATE and the prevention of nuisance of any nature to any owner of immovable property in the ESTATE,
- 15.1.10 the use of land within the ESTATE,
- 15.1.11 the use of the residential houses/apartments/sections and accompanying garages, carports and parking bays (as the case may be) erected upon the ESTATE by co-owners where such are owned in undivided shares by more than one person,
- 15.1.12 the use of roads, pathways and open spaces,
- 15.1.13 the imposition of fines and other penalties to be paid by members of the ASSOCIATION, and
- 15.1.14 generally in regard to any other matter which the ASSOCIATION from time to time considers appropriate; and the PURCHASER undertakes and shall be obliged, with effect from the DATE OF POSSESSION, to abide by such rules as if he was the owner of the PROPERTY and to ensure that all tenants, nominees, invitees and other persons who occupy the PROPERTY and/or go upon the ESTATE by virtue of the PURCHASER's rights thereto, do likewise.

16. TRANSFER

The CONVEYANCERS shall pass transfer of the PROPERTY to the PURCHASER as soon as is reasonably practical in the circumstances, provided the PURCHASER and SELLER have complied with all their obligations under this CONTRACT.

- 16.1 The PURCHASER shall, within 7 (SEVEN) days of being called upon to do so by the CONVEYANCERS -

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- 16.1.1 pay to the CONVEYANCERS all costs of and incidental to the passing of transfer of the PROPERTY to the PURCHASER, including transfer duty, bond costs, bank charges and all conveyancing fees and disbursements and;
- 16.1.2 furnish all such information, sign all such documents and pay all such amounts that may be necessary or required to enable the CONVEYANCERS to pass transfer of the PROPERTY;
- 16.2 No liability of any nature whatsoever shall attach to THE DEVELOPMENT COMPANY or the ASSOCIATION arising out of any delays in effecting transfer of the PROPERTY to the PURCHASER.
- 16.3 The PURCHASER shall be obliged to accept transfer of the PROPERTY, inter alia, subject to -
- 16.3.1 the conditions, reservations and servitudes which burden the PROPERTY;
- 16.3.2 any charge in the description of the PROPERTY;
- 16.3.3 a condition registered against the title deed to the PROPERTY to the effect that the PROPERTY or any portion thereof or interest therein shall not be alienated, leased or transferred without the written consent of the ASSOCIATION first being had and obtained (it being recorded that the ASSOCIATION shall be entitled, at its absolute discretion, to refuse its written consent until such time as the provisions of its Memorandum of Incorporation and the RULES are complied with and no party to this CONTRACT OF SALE shall have any claim for damages arising out of the ASSOCIATION's refusal to give such written consent);
- 16.3.4 a condition registered in favour of the ASSOCIATION against the title deed to the PROPERTY to the effect that the PROPERTY or any part thereof shall not be used for the purposes of a Sectional Title Scheme under the provisions of the Sectional Titles Act No. 95 of 1986 as amended, a Share Block Scheme under the provisions of the Share Blocks Control Act, Act No. 59/1980; a Time Share Scheme under the provisions of the Property Time-Sharing Control Act 75/1983 or any similar such schemes without the prior written consent of the ASSOCIATION;
- 16.3.5 a condition that the PROPERTY shall not have the benefit of a general right of access servitude over Sub 1 of Lot 1 Port Zimball as created in Notarial Deed of Servitude No. K304/95.
- 16.4 As set out in clause 13.3 above, in the event that this property is vacant land, the PURCHASER is made aware that there is a clause in the title deed which required the SELLER to build a dwelling on the property within a certain time falling which THE DEVELOPMENT COMPANY may purchase the property back from the SELLER. Should this clause be in the title deeds, this CONTRACT OF SALE is subject to, within a period of **90 days** from signature of the CONTRACT OF SALE:
- 16.4.1 THE DEVELOPMENT COMPANY not electing to repurchase the property;
- 16.4.2 THE DEVELOPMENT COMPANY consenting to the deletion of the build-by clause; and
- 16.4.3 The DEVELOPMENT COMPANY dictating a new build-by date which condition shall be registered in the PURCHASER's title deed.
- 16.5 It is recorded that in order to effect transfer of the PROPERTY, the CONVEYANCERS shall be required to lodge, inter alia, a Transfer Duty Exemption Certificate, issued by the South African Revenue Services (hereinafter in this clause referred to as "SARS") with the Deeds Registry. It is further recorded that SARS have adopted a policy of not issuing the aforesaid certificate in the event of any party to the transaction in questions being in arrears with the payment of any amounts SARS believes is due to it or otherwise not being in compliance with Tax Laws. Should SARS refuse to issue a Transfer Duty Exemption Certificate in respect of the sale of the PROPERTY, in terms of this CONTRACT OF SALE, due to the fact that the PURCHASER is in arrears with any payments to SARS or has otherwise not complied with any Tax Laws, then in that event, the PURCHASER shall be deemed to be in breach of this CONTRACT OF SALE and the SELLER shall be entitled to cancel this CONTRACT OF SALE should the PURCHASER not rectify such breach within 7 (SEVEN) days of receipt of a notice from the SELLER calling upon him to remedy such breach (as contemplated in Clause 19) of the CONTRACT OF SALE). Further, should there be any delay in the issue of the aforesaid Transfer Duty Exemption Certificate by SARS for either of the aforesaid reasons, then in that event, the PURCHASER shall be deemed to be delaying the registration of transfer which shall entitle the SELLER to claim mora interest from the PURCHASER as contemplated in Clause 26 of the CONTRACT OF SALE.
- 16.6 Should either party breach this CONTRACT OF SALE and as a result same is cancelled, the defaulting party shall immediately become liable for the CONVEYANCER'S wasted costs. This amount may be deducted from the PURCHASER'S deposit, if any, and if the SELLER is the defaulting party, this amount would become a damage suffered by the PURCHASER.

17. PURCHASER'S ACKNOWLEDGEMENTS

- 17.1 The PURCHASER acknowledges that he is aware of the intended future development of the ESTATE by THE DEVELOPMENT COMPANY and the ASSOCIATION, which development will consist of upmarket residential dwellings, golf courses, hotels, commercial properties, private and publicly accessible recreational areas. It is intended for the development to be aesthetically pleasing and to have a harmonious style, which blends with the environment. The PURCHASER hereby undertakes that he will, at all times, co-operate with THE DEVELOPMENT COMPANY in an endeavour to facilitate the success of the said development. Also in this respect, the PURCHASER undertakes that he shall not unreasonably interfere with any such proposed

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development nor lodge an objection with any competent authority in respect of any such development. In particular, but without derogating from the generality of the foregoing, the PURCHASER agrees that he will not object to any application made by or on behalf of THE DEVELOPMENT COMPANY, its nominee or agent for special usage consent, licences for shopping, commercial, filling station rights, rezoning, removal of conditions of title under the Removal of Restrictive Conditions Act or by way of an application to Court or to any local or other competent authority in respect of any property within the ESTATE. Again, in no way detracting from the generality of the aforesaid, the PURCHASER specifically acknowledges that owners of land surrounding the PROPERTY will be erecting buildings and other structures on surrounding land, which may block or otherwise interfere with the views from the PROPERTY. The PURCHASER agrees he shall have no right to object to the construction of any building or other structure on any land within the ESTATE on the basis that such building or other structure blocks or otherwise interferes with the views from the PROPERTY, nor will he have any claim for any alleged 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 building or structure.

- 17.2 The PURCHASER undertakes and agrees that:
- 17.2.1 for reasons of security on the ESTATE and due to the nature of the development of the ESTATE and the various matters about which any purchaser should become aware when buying into the ESTATE, if the PURCHASER wishes to dispose of the PROPERTY, or any share therein or any subdivision thereof shall, to the extent that he requires the services of an estate agent in regard to such disposal, do so in accordance with this clause;
- 17.2.2 this clause is inserted for the benefit of the ASSOCIATION, who shall be entitled to enforce its terms by law;
- 17.2.3 any owner who acquires the PROPERTY and who thereafter should he wish to dispose of the PROPERTY he shall –
- 17.2.3.1 if he requires the services of an estate agent, do so exclusively through an estate agent accredited by the ASSOCIATION. The ASSOCIATION agrees to procure that the commission payable to the nominated estate agent shall not exceed that recommended by the Institute of Estate Agents of South Africa to its members or prescribed by regulations in terms of the Estate Agents Affairs Act, 1976; and
- 17.2.3.2 whether or not he utilises the services of an estate agent, include a clause in any sale agreement or other document pursuant to which he disposes of the PROPERTY with the same terms precisely as this clause so that any other owner of the PROPERTY who requires the services of an estate agent, is required to do so exclusively through an estate agent accredited by the ASSOCIATION;
- 17.2.3.3 the PURCHASER further acknowledges that in the event of – being the PURCHASER being an artificial person, such as a close corporation, company or trust, and in the event of the member, director shareholder, trustee or beneficiary of the PURCHASER (as the case may be) wishes to dispose of his member's interest, shares or beneficial interest in the PURCHASER (as the case may be), the PURCHASER undertakes to procure that such party shall to the extent that he requires the services of an estate agent in regard to such disposal, comply with Clause 17.2 of the CONTRACT OF SALE, which shall apply mutatis mutandis.
- 17.2.4 when selling the PROPERTY, the PURCHASER shall utilise such documentation (including the Standard Sale Agreement) prescribed by the ASSOCIATION;
- 17.2.5 the PURCHASER shall not be entitled to sell or otherwise transfer ownership of the PROPERTY unless it is a condition of such sale or other transfer that:
- 17.2.5.1 the transferee, in a manner acceptable to the ASSOCIATION, agrees to become a member and is admitted as a member of the ASSOCIATION;
- 17.2.5.2 the transferee and, in the event of the transferee being an artificial person, its natural person nominee(s), being accepted as Composite Member(s) of the Zimballi Country Club;
- 17.2.5.3 the transferee purchases from the Zimballi Country Club at the then market price the requisite number of DEBENTURES; and
- 17.2.5.4 when the transferee sells the PROPERTY, he shall at that stage be liable for an Administration fee in terms of clause 12.4 above.
- 17.3 Notwithstanding the provisions of clause 19, in the event of a breach of this clause 17, the THE DEVELOPMENT COMPANY and/or the ASSOCIATION shall be entitled in their absolute discretion to refuse their written approval which is required to the sale and transfer of the PROPERTY until the provisions of this clause 17 are complied with and neither the PURCHASER nor the purchaser of the PROPERTY from the PURCHASER nor any subsequent seller or purchaser, shall have any claim for damages against THE DEVELOPMENT COMPANY and/or the ASSOCIATION arising out of THE DEVELOPMENT COMPANY and/or the ASSOCIATION's refusal to give such written approval.
- 17.4 In order to protect THE DEVELOPMENT COMPANY (only if it is vacant land) and the ASSOCIATION'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 the ASSOCIATION (and THE DEVELOPMENT COMPANY if vacant land) first being had and obtained, which consent the ASSOCIATION (and potentially THE DEVELOPMENT COMPANY) will grant provided the provisions of this clause 17 and any requirements, which have to be fulfilled prior to transfer, are properly complied with.

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17.5 The PURCHASER hereby acknowledges that it understands the English language and considers itself fluent therein.

17.6 The PURCHASER acknowledges that it has had an opportunity to carefully read and consider the provisions of this CONTRACT OF SALE and that it has been free to secure independent legal advice in respect of the provisions of same.

18. AGENT'S COMMISSION

18.1 The PURCHASER warrants that it was introduced to the PROPERTY by the estate agent referred to in Clause 115 of the CONTRACT OF SALE who was the effective cause of the sale of the PROPERTY in terms of this CONTRACT OF SALE. The SELLER shall pay a selling commission to the aforesaid agent in the amount stated in 1.16 of the CONTRACT OF SALE. The aforesaid commission shall be deemed to have been earned on signature of this CONTRACT OF SALE and fulfilment of any suspensive conditions and shall be payable on the DATE OF TRANSFER.

18.2 The PURCHASER warrants that no agent or agency, other than that referred to in clause 115 of the schedule to the CONTRACT OF SALE above, was responsible for introducing him to the PROPERTY and further warrants that no other agent or agency will have any claim against the SELLER for agent's commission arising out of this transaction.

18.3 The PURCHASER indemnifies and holds harmless the SELLER against any loss, damage or expenses sustained, suffered or incurred by the SELLER arising out of any breach of the foregoing warranty.

18.4 Should this CONTRACT OF SALE be negotiated by an Estate Agent, the parties agree to sign a **PROPERTY CONDITION REPORT (PCR)** as contemplated in the Property Practitioner's Act. This report merely indicates what the SELLER is aware of at the time of signature of this CONTRACT OF SALE but does not warrant that there are no defects. **Should the PURCHASER sign this CONTRACT OF SALE without signing the PCR which has been presented to him by the Estate Agent then he does so at his own risk and cannot claim from the Estate Agent for any defects.**

18.5 Should the PURCHASER breach this CONTRACT OF SALE and same be cancelled as a result, he shall become liable for payment of the commission to the Estate Agent. In the event that the CONTRACT OF SALE is cancelled as aforesaid, the CONVEYANCERS are instructed to make payment of the commission amount from any deposits held in trust on behalf of the PURCHASER.

18.6 Should the SELLER breach this CONTRACT OF SALE and same is cancelled as a result, the commission shall immediately become due and payable.

19. DEFAULT

19.1 If the PURCHASER-

19.1.1 fails to pay any amount in terms of this CONTRACT OF SALE or commits any breach of the remaining conditions of this CONTRACT OF SALE or of the ASSOCIATION's Memorandum of Incorporation or of the RULES, and should the PURCHASER fail to remedy such breach within 7 (SEVEN) days of the date of delivery of a written notice calling on him to remedy such breach, or

19.1.2 commits a repetition of such breach or pay such amount within a period of two months after having been warned by the SELLER to desist therefrom,

the SELLER shall be entitled, without prejudice to any other rights which it may have at law or in terms hereof and at the SELLER's election to:-

19.1.2.1 cancel this CONTRACT OF SALE, and retake possession of the PROPERTY, and, should the SELLER so elect, recover any damages however incurred as a result of such cancellation including:

19.1.2.1.1 any loss and expenses on a resale, (whether by public auction or private treaty);

19.1.2.1.2 Loss of interest;

19.1.2.1.3 Professional fees incurred;

19.1.2.1.4 Holding costs which include rates and levies;

19.1.2.1.5 The reduced selling price if the PROPERTY is sold for a lesser price to the PURCHASE PRICE herein; and any other costs allowed for by law.

Or

19.1.2.2 claim immediate performance by the PURCHASER of his obligations in terms of this CONTRACT OF SALE whether or not the due date for the performance shall otherwise have arrived.

19.2 Should the Agreement be cancelled as aforesaid due to a breach on the part of the PURCHASER, the CONVEYANCERS shall be obliged to make payment of the commission and retain the balance of funds pending agreement on the quantification of the damages or receipt of a Court Order by way of an interpleader summons or otherwise.

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- 19.3 For the purposes of this CONTRACT OF SALE any act or omission on the part of any tenant, nominee or other person who occupies the PROPERTY, or invitee of the PURCHASER who goes upon the PROPERTY shall be deemed to be an act or omission of the PURCHASER.
- 19.4 Notwithstanding the foregoing, should the SELLER exercise any of his rights in terms hereof and should the PURCHASER dispute the SELLER's right to do so, then pending the determination of that dispute, the PURCHASER shall continue to pay all amounts payable in terms of this CONTRACT OF SALE on the due date thereof, and to comply with all the terms thereof, and the SELLER shall be entitled to recover and accept such payments and or other performance without prejudice to the SELLER's claim to have exercised its rights in terms hereof, and in the event of the SELLER succeeding in such dispute, the SELLER shall be entitled to retain such amounts received in the interim as payment for the occupational rights exercised and/or enjoyed by the PURCHASER in the interim.
- 19.5 Should the SELLER, commit a breach of any provisions of this CONTRACT OF SALE, then the PURCHASER shall be entitled to give the SELLER written notice to remedy the breach. If the SELLER fails to comply with that notice within 7 (seven) days of receipt thereof, subject to any other provisions of this CONTRACT OF SALE to the contrary, the PURCHASER shall be entitled to cancel this CONTRACT OF SALE or to claim specific performance, in either event without prejudice to the PURCHASER'S right to claim damages. The foregoing is without prejudice to any other rights the PURCHASER may have in terms of this CONTRACT OF SALE, common law or statute.
- 20. JURISDICTION**
- 20.1 In the event of any action or application arising out of this CONTRACT OF SALE, the parties hereby consent to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under section 28 of the Magistrate's Court Act of 1944, as amended. Notwithstanding that such proceedings are otherwise beyond the said court's jurisdiction, this clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrate's Court Act of 1944, as amended.
- 20.2 Notwithstanding anything to the contrary herein contained either party hereto shall have the right at its sole option and discretion to institute proceedings in any other court which might otherwise have jurisdiction.
- 20.3 All legal costs incurred by either party in consequence of any default of the provisions of this CONTRACT OF SALE by the other shall be payable by the defaulting party on demand to the maximum amount permitted by Law and shall include collection charges, the costs incurred by the aggrieved party in endeavouring to enforce such rights prior to the institution of legal proceedings and the costs incurred in connection with the satisfaction or enforcement of any judgement awarded in favour of the aggrieved party in relation to, in terms of or arising out of this CONTRACT OF SALE.
- 20.4 Further, all legal costs incurred by the ASSOCIATION in consequence of any default of the provisions of this CONTRACT OF SALE or the ASSOCIATION's Memorandum of Incorporation, by either the SELLER or the PURCHASER (the "Defaulting Party"), shall be payable by the Defaulting Party on demand to the maximum permitted by the Law and shall include collection charges, the costs incurred by the ASSOCIATION in endeavouring to enforce such rights prior to the institution of legal proceedings and the costs incurred in connection with the satisfaction or enforcement of any judgement awarded in favour of the ASSOCIATION in relation to, in terms of or arising out of this CONTRACT OF SALE.
- 21. SOLE CONTRACT**
- The PURCHASER acknowledges that this CONTRACT OF SALE constitutes the sole basis of the contract between himself and the SELLER, and that he has not been induced to enter into such contract by any representations or warranties (whether contained in any letter, brochure, advertising material or otherwise) other than those contained herein and he shall be deemed to have satisfied himself in regard to all other relevant matters of whatsoever nature not specially dealt with herein. The PURCHASER confirms that to the extent that any representations or warranties in respect of the PROPERTY were made to the PURCHASER prior to the signature of this CONTRACT OF SALE, such representations and/or warranties shall not be binding on the SELLER.
- No agreement to cancel this CONTRACT OF SALE or to vary the terms and conditions shall be of any force and effect unless reduced to writing and signed by the parties or their agents duly authorised in writing.
- 22. DOMICILIA AND NOTICES**
- 22.1 The parties choose as their domicilia citandi et executandi for all purposes under this CONTRACT OF SALE, whether in respect of court processes, notices or other documents or communications of whatsoever nature, their address as set out in the heading to this CONTRACT OF SALE.
- 22.2 Any notice or communication required or permitted to be given in terms of this CONTRACT OF SALE shall be valid and effective only if in writing, but it shall be competent to give notice by email transmission.
- 22.3 Any party may by notice to any other party change the physical address chosen as its domicilium citandi et executandi vis-à-vis that party to another physical address in the Republic of South Africa or its email address, provided that the change shall become effective vis-à-vis that address on the 7th business day from the deemed receipt of the notice by the addressee.
- 22.4 Any notice to a party:

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22.4.1 delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or

22.4.2 sent by email to its chosen email address shall be deemed to have been received on the date of dispatch (unless the contrary is proved);

22.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered to its chosen domicilium citandi et executandi.

23. COSTS

Each party shall bear its own costs incurred in connection with the preparation and execution of this CONTRACT OF SALE.

24. CESSION

The PURCHASER shall not sell, assign, cede or dispose of the PURCHASER's rights under this CONTRACT OF SALE without the prior written consent of the SELLER.

25. ARREARS

25.1 Any amounts in arrear in terms of this CONTRACT OF SALE shall bear interest at the rate equal to 3 percentage points above the prime overdraft rate from time to time charged by the Standard Bank of South Africa Limited, which interest shall be calculated from the date that such amount becomes due until the date of payment, both days inclusive.

25.2 A certificate by any manager of the said bank as to such minimum overdraft rate from time to time shall be prima facie proof of such rate.

26. MORA INTEREST

In the event of there being any delay in connection with the registration of transfer for which the PURCHASER is responsible, the PURCHASER agrees, in addition to any other payments due in terms of this CONTRACT OF SALE, to pay interest on the full purchase price (VAT-inclusive) at the prime overdraft rate charged by the Standard Bank of South Africa Limited from time to time, plus 3 percentage points, calculated from the date the PURCHASER is notified in writing by SELLER (or SELLER's agent) as being in mora, to the date upon which the PURCHASER has ceased to be in mora, both days inclusive.

A certificate by any Manager of the said bank as to such prime overdraft rate shall be prima facie proof of such rate.

27. SPECIAL CONDITIONS

28. *TRUSTEE FOR A COMPANY TO BE FORMED

28.1 In the event of the signatory to this CONTRACT OF SALE on behalf of the PURCHASER (which signatory is hereinafter in this clause referred to as the "SIGNATORY") having concluded this CONTRACT OF SALE in his capacity as a Trustee for a company to be formed then the SIGNATORY by his signature hereto warrants that the said company:

28.1.1 will be formed;

28.1.2 will ratify and adopt the terms and conditions of the CONTRACT OF SALE; and

28.1.3 will provide the SELLER with written proof thereof;

all within a period of 30 days from the date of signature of this CONTRACT OF SALE by the SIGNATORY;

28.2 The SIGNATORY, in his personal capacity hereby under renunciation of the benefits of excussion and division with the full meaning and effect of which he declares himself to be fully acquainted, binds himself and agrees to bind himself as surety and co-principal debtor in solidum with the company to be formed by him in favour of the SELLER, THE DEVELOPMENT COMPANY and the ASSOCIATION for the due and punctual performance of such company's obligations to the SELLER. No variation or amendment or novation of the CONTRACT OF SALE shall prejudice the suretyship obligations hereby undertaken by the SIGNATORY, the object being that the SIGNATORY will at all times be liable as surety and co-principal debtor even if the CONTRACT OF SALE is varied or amended or novated and even if the aforesaid company is granted an indulgence by the SELLER.

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- 28.3 If the terms and conditions of Clause 28.1 above are not fulfilled then the SIGNATORY will by his signature to this CONTRACT OF SALE, be deemed ipso facto to have concluded the CONTRACT OF SALE in his personal capacity as PURCHASER;

**Delete if not applicable*

29. ALIENATION OF LAND ACT

- 29.1 In terms of Section 29(A) of the Alienation of Land Act 68 of 1981 (as amended) (hereinafter referred to as the ACT), the purchaser or prospective purchaser of land and/or a unit may, within five (5) days of signature by him or her, or by his or her agent acting on his or her written authority, of an offer to purchase land or a Deed of Alienation in respect of land and/or a unit, 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.

- 29.2 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 CONTRACT OF SALE as the purchase price of the PROPERTY exceeds R250 000.00 (TWO HUNDRED AND FIFTY THOUSAND RAND) (Section 29(5)(a) of the ACT).

30. INDEMNITY

- 30.1 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 CONTRACT OF SALE, save for the information in respect of the PROPERTY specifically warranted in this CONTRACT OF SALE. The SELLER shall not be liable for any claim of any nature whatsoever that may arise due to any inaccuracies in information given by the SELLER to the PURCHASER or his agent. In respect of the PROPERTY and the PURCHASER hereby indemnifies the SELLER and holds its 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 (save for the information specifically warranted in this CONTRACT OF SALE).

- 30.2 In no way detracting from the generality of 30.1 above it is specifically recorded that the SELLER and THE DEVELOPMENT COMPANY do not warrant the accuracy of any geotechnic reports or any other information given on sub soil conditions on the ESTATE by the SELLER or THE DEVELOPMENT COMPANY to the PURCHASER whether such information is given prior to or subsequent to the signing of this CONTRACT OF SALE. The PURCHASER hereby indemnifies the SELLER and THE DEVELOPMENT COMPANY and holds itself harmless against and in respect of any injury, loss or damage however caused to the PURCHASER as a result of any inaccuracies in any geotechnic reports or any information in respect of sub soil conditions that the SELLER or THE DEVELOPMENT COMPANY may at any time give to the PURCHASER.

31. *BORER CERTIFICATE

The SELLER shall at his own expense procure from a Government approved Entomologist a Certificate to the effect that:

- 31.1 the PROPERTY has been inspected for infestation by timber destroying termites and/or insects; and
- 31.2 at the date of the said inspection the said PROPERTY is apparently free from infestation by any timber destroying termites and/or insects.

Such Certificate shall be furnished to the PURCHASER before the DATE OF POSSESSION and shall be based on an inspection carried out no more than three months preceding the DATE OF POSSESSION. If it is discovered that there is or has been any infestation by any of the aforesaid pests, the SELLER shall, at the SELLER's cost, have the said buildings treated and rendered free from apparent infestation which work shall be completed and the foregoing Certificate is issued before the DATE OF POSSESSION.

**Delete if the PROPERTY constitutes vacant land*

32. *ELECTRICAL INSTALLATION CERTIFICATE

- 32.1 The SELLER shall at the SELLER's own expense, furnish a certificate of compliance from an accredited person in respect of all electrical installations on the PROPERTY in accordance with the requirements of the Electrical Installation Regulations made under the Occupational, Health and Safety Act No 85 of 1983, as amended. Such certificate shall be delivered to the PURCHASER prior to the DATE OF POSSESSION. Despite the fact that the certificate may still be valid in law, same shall not predate this Agreement.

- 32.2 If the accredited person reports that he is unable to issue such a Certificate of Compliance unless certain works are undertaken to the electrical installation, the SELLER shall have the work done so that the Certificate can be furnished.

**Delete if the PROPERTY constitutes vacant land*

33. *GAS INSTALLATION CERTIFICATE

- 33.1 The SELLER warrants that the gas installations in the PROPERTY have been inspected and certified by an accredited person in accordance with the Pressure Equipment Regulations made under the Occupational, Health and Safety Act No 85 of 1993. The SELLER shall at the SELLER's own expense, prior to the DATE OF POSSESSION, furnish to the PURCHASER, a certificate of conformity, from an accredited person, in respect of all

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

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gas installations on the PROPERTY and such certificate shall confirm that:

- 33.1 all gas installations on the PROPERTY have been inspected and tested; and
- 33.1.2 In terms of Regulation 17(3) of the Pressure Equipment Regulations to the Occupational Health and Safety Act No 85 of 1993, such installations are safe and free from any leakage.
- 33.2 In the event that the Certificate predates the CONTRACT OF SALE (by no more than 3 months) it shall be acceptable on condition that, the SELLER warrants that it has not modified or altered the aforesaid gas installations and is not aware of any such modifications or alterations having been made to same, subsequent to the issuing of the aforesaid certificate.
- 33.3 If an accredited person reports that he is unable to issue such certificate of conformity unless certain works are undertaken to the gas installations in the PROPERTY, the SELLER shall have the work done, at its own cost, so that the certificate can be issued timeously.

****Delete if not applicable***

34. *SECTION 112 OF THE COMPANIES ACT

- 34.1 It is recorded that the disposal of the PROPERTY by the SELLER in terms of the CONTRACT OF SALE constitutes a disposal of the whole or greater part of the assets of the SELLER which disposal requires the sanction of a Special Resolution of the Shareholders of the SELLER in terms of Section 112 of the Companies Act, 71 of 2008 (as amended).
- 34.2 The SELLER shall, at the SELLER's cost, ensure that the requirements of the Companies Act 71 of 2008, in respect of the disposal of the PROPERTY by the SELLER (including, but in no way limited to, the requirements set out in Section 112 and 115 of the Companies Act 71 of 2008), have been complied with prior to the DATE OF TRANSFER.

****Delete if not applicable***

35. *SECTIONAL TITLE

- 35.1 It is recorded that the PROPERTY is a unit(s) in a Sectional Title Scheme, as contemplated in the Sectional Titles Act 95 of 1986 (as amended) (hereinafter, in this clause, referred to as "the ACT") and is more fully described as:
- 35.1.1 Section No. _____, in extent _____ m²;
- 35.1.2 Section No. _____, in extent _____ m²;
- 35.1.3 Section No. _____, in extent _____ m²;
- 35.1.4 Section No. _____, in extent _____ m²;

as shown and more fully described on SECTIONAL PLAN **SS** _____ (ANNEXURE "E2" hereto) in the Scheme known as _____ in respect of the land and building(s) situated at Port Zimball, Kwadukuza Municipality area and an undivided share in the common property of the Scheme apportioned to the said Sections in accordance with the participation quota as endorsed on the Sectional Plan.

- 35.2 It is recorded that the PURCHASER shall, in addition to the levy payable to the ASSOCIATION referred to in Clause 111 of the CONTRACT OF SALE and Clause 12 of the CONTRACT OF SALE, be liable for payment of a monthly levy to the Body Corporate of the Scheme of which the PROPERTY forms part. Such levy shall be payable from the DATE OF POSSESSION. At the date of signature of this CONTRACT, the amount of the levy payable to the Body Corporate, in respect of the PROPERTY, is approximately R _____.
- 35.3 *The PURCHASER acknowledges that the Developer of the Scheme has, in terms of Section 25 of the ACT, reserved for itself, the real right to extend the Scheme by the erection and completion, from time to time, of a further building(s) on the common property and to divide such building(s) into a section or sections on the common property, the details of which the PURCHASER acknowledges himself to be familiar with in every respect. OR
- 35.4 *It is recorded that there is no right to extend the Scheme by the erection of further buildings.
- 35.5 The PURCHASER acknowledges that the ASSOCIATION may require some functions and powers of the Body Corporate of the Scheme, on which the PROPERTY is situated, to be assigned to the ASSOCIATION and, by his signature hereto, appoints the Chairman of the ASSOCIATION, from time to time, irrevocably and in rem suam as his attorney and agent to call and attend any meeting of the Body Corporate of the Scheme required to vote in favour of such assignment.
- 35.6 *By virtue of his purchase of the PROPERTY, the PURCHASER shall be entitled to exclusive use of the following exclusive use areas, namely:

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

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- 35.6.1 Exclusive use area number _____ in extent _____ square metres;
- 35.6.2 Exclusive use area number _____ in extent _____ square metres;
- 35.6.3 Exclusive use area number _____ in extent _____ square metres

****Delete the entire Clause 35 if the PROPERTY does not constitute a Sectional Title Unit***

*****Delete if not applicable***

36. *CONNECTION TO LOCAL AUTHORITY'S WATER, ELECTRICITY AND SEWER SYSTEMS

The SELLER undertakes, at the SELLER's costs, within a period of 30 (THIRTY) days from the date of signature of this CONTRACT OF SALE by THE DEVELOPMENT COMPANY, to connect the PROPERTY to the local authority's water, electricity and sewer systems. From the date of such connection until the DATE OF POSSESSION, the SELLER shall be liable for the payment of the local authority's charges in this regard and from the DATE OF POSSESSION, this cost shall be borne by the PURCHASER.

**** Delete if PROPERTY is already connected to the local authority's aforesaid systems***

37. NON-RESIDENT SELLER: WITHHOLDING OF A PORTION OF THE PURCHASE PRICE

- 37.1 It is recorded that, in terms of Section 35A of the Income Tax Act No. 58 of 1962 (hereinafter in clause 37.2 referred to as the "ACT"), any person (hereinafter referred to as the "buyer") who purchases immovable property from a person who is not a South African Resident (hereinafter referred to as the "foreign seller") must withhold from the purchase price an amount equal to:

- a) 7.5% (SEVEN COMMA FIVE PERCENT) of the purchase price, in the case of the foreign seller being a natural person;
- b) 10% (TEN PERCENT) of the purchase price, in the case of the foreign seller being a company or close corporation;
- c) 15% (FIFTEEN PERCENT) of the purchase price, in the case of the foreign seller being a trust

which amount is to be paid by the CONVEYANCERS on behalf of the buyer to the South African Revenue Services (SARS) on DATE OF REGISTRATION (as an advance in respect of the foreign seller's liability for tax for the year during which the immovable property in question was sold).

- 37.2 *In this regard it is recorded that the SELLER is not a South African "resident" (as defined in the ACT) and therefore, unless the SELLER elects to request a directive from SARS prior to transfer, the CONVEYANCERS are hereby irrevocably authorised and instructed by the parties hereto to deduct the amount of R_____ from the purchase price of the PROPERTY and to pay same to SARS, as soon as possible after the DATE OF TRANSFER, in fulfilment of the PURCHASER's obligations outlined in Clause 37.1 above. Further, the SELLER and the PURCHASER undertake to sign all documentation (including any declarations and the like) and to furnish all information, that may be required in the sole opinion of the CONVEYANCERS, in order for the parties to comply with their obligations in terms of the ACT (and in particular Section 35A of the ACT), within 7 (SEVEN) days of being called upon to do so by the CONVEYANCERS.

- 37.3 **The SELLER warrants that it is a South African resident (as defined in the ACT) and therefore the provisions of Section 35A of the ACT do not apply.

**** Delete in the event of the SELLER being a resident or if the total purchase price does not exceed R2-million, per person/share.***

***** Delete in the event of the SELLER being a non-resident and the total purchase price exceeding R2-million per person/share.***

38. NATIONAL ENVIRONMENTAL BIODIVERSITY ACT

The SELLER warrants that it does not hold any permit in respect of any "alien and invasive species" as contemplated and defined in the National Environmental Management Biodiversity Act No. 10 of 2004 and the regulations thereunder (hereinafter in this clause referred to as the "ENVIRONMENTAL ACT") on the PROPERTY nor is the SELLER aware of any such alien and invasive species on the PROPERTY. However, it is recorded that the SELLER is not an expert in this regard and nor has an expert carried out an inspection of the PROPERTY in this regard, and it is incumbent upon the PURCHASER, at the PURCHASER's cost, to make any necessary enquiry in this regard with the relevant expert, the PROPERTY having been sold voetstoots, and the SELLER being entirely free from any obligations or liabilities in respect of any alien and invasive species, which may in fact be on the PROPERTY.

39. PROTECTION OF PERSONAL INFORMATION ACT NO 4 OF 2013 ("POPIA")

- 39.1 A party consents to and agrees that:

- 39.1.1 The ASSOCIATION, and its employees, officers and authorised contractors (hereinafter referred to as "the

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

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Receiving Party") may collect personal information and special personal information as defined in POPIA ("Personal Information") from the other party and where necessary from any other source for the purpose of the Receiving Party conducting and furthering its business interests in general, and including, without limitation, for the purpose of executing any rights and obligations that it may have in relation to the other party or any matter in respect of which the other party and/or the Personal Information applies, the preservation of data which is, or which may be applicable to any claim or dispute, and the maintenance of reasonable, accurate and complete historical record keeping ("the Purpose");

- 39.1.2 The Purpose is fair and legitimate for the Receiving Party, so that it can comply with law and contract with the other party and manage the concomitant relationship and other matters arising from it, including to facilitate the duration of any prescriptive periods contemplated in the Prescription Act No. 68 of 1969, or any other period reasonably determined by the Receiving Party;
- 39.1.3 The Receiving Party may use and/or disclose Personal Information to any person (in any geographic area) that the Receiving Party, acting reasonably, deems desirable for the Purpose;
- 39.1.4 The Receiving Party may retain Personal Information in any form, for as long as the Receiving Party in its sole discretion deems desirable for the Purpose; and
- 39.1.5 notwithstanding the provisions contained in paragraph 39.2 below, in terms of section 18(4) of POPIA, it does not require the Receiving Party to comply with all of the provisions of section 18(1) of POPIA.
- 39.2 The other party, subject to paragraph 39.1.5, is hereby informed that the provisions of section 18(1) of POPIA state that "a responsible party must take reasonably practicable steps to ensure that the data subject is aware of:
- a. the information being collected and where the information is not collected from the data subject, the source from which it is collected;
 - b. the name and address of the responsible party;
 - c. the purpose for which the information is being collected;
 - d. whether or not the supply of information by the data subject is voluntary or mandatory
 - e. the consequences of failure to provide the information
 - f. any particular law authorising or requiring the collection of the information;
 - g. the fact that, where applicable, the responsible party intends to transfer the information to a third country or international organisation and the level of protection afforded to the information by that third country or international organisation;
 - h. further information such as the:
 - (i) recipient or category of recipients of the information;
 - (ii) nature or category of the information;
 - (iii) existence of the right of access to and the right to rectify the information collected;
 - (iv) existence of the right to object to the processing of personal information as referred to in Section 11(3); and
 - (v) right to lodge a complaint to the information regulator and the contract details and the information regulator, which is necessary, having regard to the specific circumstances in which the information is or is not to be processed, to enable processing in respect of the data subject to be reasonable".

40. PERIOD OF ACCEPTANCE

- 40.1 This CONTRACT constitutes an offer by the PURCHASER which shall become binding on signature hereof by the SELLER, provided the CONTRACT is signed by the SELLER by no later than _____h00 on the _____ day of _____ 20____. Should this CONTRACT not be signed by the SELLER timeously, this offer will lapse and be of no further force or effect.
- 40.2 Should the SELLER counter the PURCHASER'S offer, same shall remain open for acceptance for 72 hours from date of signature of the counter offer.
- 40.3 The parties hereby record that the last amendment (by way of acceptance of the original offer or counter offer, as the case may be) was made by the SELLER/PURCHASER at _____ hours on _____ (date) thereby, unless otherwise indicated on the CONTRACT OF SALE is from when the due date of performance shall run. **(to complete once all parties have agreed to all terms)**

41. ACCEPTANCE

- 41.1 It is a requirement that the ASSOCIATION consent to the sale. Should the ASSOCIATION fail to consent to this CONTRACT OF SALE for any reason (other than a breach on the part of the SELLER in failure to comply with any of the ASSOCIATION'S requirements) then the CONTRACT OF SALE shall lapse and be of no further force or effect. Should the ASSOCIATION fail alternatively refuse to give its consent due to the conduct of the SELLER in failing to comply with any of the rules or guides of the ASSOCIATION, the SELLER shall be in breach of contract and the PURCHASER shall have a claim against the SELLER for damages, in law.
- 41.2 It is recorded that the ASSOCIATION, by its signature to this CONTRACT OF SALE, hereby accepts, on behalf of the Zimbabwe Country Club, any benefits conferred upon the Zimbabwe Country Club in terms of this CONTRACT OF SALE, which the ASSOCIATION warrants it is authorised to do.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

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DATED at _____ this _____ day of _____ 20_____

AS WITNESS:

1. _____

2. _____

PURCHASER

I acknowledge that I am acquainted with and understand the contents of this CONTRACT and that all the annexures referred to in this CONTRACT were attached hereto when I signed same.

This portion to be signed by spouse / legal guardian / member / director / trustee in the event of the PURCHASER being a person married in community of property / minor / close corporation / company / trust.

(Full names)

of _____

(Full address)

hereby consents to the conclusion of this CONTRACT and guarantees and binds himself as surety for and co-principal debtor in solidum with the PURCHASER to the SELLER for the due and punctual fulfilment and discharge of all the conditions and obligations undertaken by the PURCHASER to the SELLER pursuant to this CONTRACT, under renunciation of the benefits of excussion and division with the meaning and effect of which benefits and the renunciation thereof he acknowledges himself to be acquainted. No variation or amendment or novation of the CONTRACT shall prejudice the suretyship obligations hereby undertaken by the undersigned guarantor, the object being that the undersigned guarantor will at all times be liable as surety and co-principal debtor even if this CONTRACT is varied or amended or novated and even if the aforesaid PURCHASER is granted an indulgence by the SELLER.

Signed by the Guarantor at _____ this _____ day of _____ 20_____

AS WITNESS:

1. _____

2. _____

GUARANTOR

DATED at _____ this _____ day of _____ 20_____

AS WITNESS:

1. _____

2. _____

SELLER

DATED at _____ this _____ day of _____ 20_____

AS WITNESS:

1. _____

2. _____

ESTATE AGENCY

Who by its signature hereby accept the benefits

AS WITNESS:

1. _____

2. _____

ZIMBALI ESTATE MANAGEMENT ASSOCIATION NPC (ZEMA)

herein represented by _____

he being duly authorised hereto by a resolution of directors to sign this CONTRACT on behalf of the ASSOCIATION and to accept the benefits conferred upon ZIMBALI and the Zimballi Country Club in terms of this CONTRACT

20

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

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LIST OF ANNEXURES

- ANNEXURE "A" - SERVITUDE CONTRACT
- ANNEXURE "B" - ZEMA DEBIT ORDER FORM
- ANNEXURE "C" - ZIMBALI COUNTRY CLUB (ZCC) MEMBERSHIP APPLICATION FORM
- * ANNEXURE "C1" - RESOLUTION OF DIRECTORS/MEMBERS/TRUSTEES TO NOMINATE & AUTHORISE THE PRIMARY ZCC MEMBER + 3 FAMILY MEMBERS
(* Applicable only if the PURCHASER is a COMPANY, CORPORATION or TRUST)
- * ANNEXURE "D" - RESOLUTION OF DIRECTORS/MEMBERS/TRUSTEES TO AUTHORISE 4 NOMINATED PERSONS FOR ESTATE ACCESS BY ZEMA
(* Applicable only if the PURCHASER is a COMPANY, CORPORATION or TRUST)
- * If applicable, a copy of the CIPC Company Document listing the registered Directors/Members must also be furnished and annexed hereto.**
- ANNEXURE "E1" - SITE PLAN (To be annexed by the SELLER)
- ANNEXURE "E2" - SECTIONAL PLAN (To be annexed by the SELLER) – **Applicable if PROPERTY constitutes a Sectional Title unit.**
- ANNEXURE "F" - PURCHASER'S DECLARATION OF ACKNOWLEDGEMENT OF RECEIPT OF:
 - 1. ZEMA ARCHITECTURAL CODE including SIGNAGE SPECIFICATIONS
 - 2. ZEMA LANDSCAPING PROTOCOL
 - 3. ZEMA CONDUCT RULES
 - 4. ZEMA MEMORANDUM OF INCORPORATION
 - 5. ZIMBALI COUNTRY CLUB CONSTITUTION
- ANNEXURE "G" - CONSENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT , 2013 ("POPI")

OTHER ANNEXURES:

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

ANNEXURE "A"**SERVITUDE CONTRACT**

between

THE ZIMBALI ESTATE MANAGEMENT ASSOCIATION
(an Association incorporated under Section 21)
Registration Number 1995/000581/08 (the "GRANTEE")

and

Name: _____

Registration Number: _____

(the "GRANTOR") (THE PURCHASER)

WHEREAS the GRANTOR has entered into a Contract of Sale to purchase:

Property description:
Registration Division FU, Province of KwaZulu-Natal,
In extent:
Square meters (hereinafter referred to as the "PROPERTY")
From:

and;

WHEREAS the GRANTOR has agreed to grant the GRANTEE a non-user servitude over the PROPERTY subject to the terms and conditions contained hereunder, which servitude the GRANTEE accepts.

NOW THEREFORE the GRANTOR hereby gives and grants to the GRANTEE its successors-in-title or assigns, a non-user servitude over the PROPERTY subject to the following terms and conditions:

1. The SERVITUDE shall cover that portion of the PROPERTY which is cross-hatched on the SITE PLAN which is Annexure "P" hereto (hereinafter referred to as the "SERVITUDE AREA").
2. The GRANTOR shall have no usual rights of ownership in respect of the SERVITUDE AREA other than its rights as provided herein.
3. The GRANTEE shall at its cost maintain and manage the SERVITUDE AREA in such a way as to ensure the preservation of all fauna and flora within the SERVITUDE AREA.
4. No structure of any kind shall be erected within the SERVITUDE AREA nor shall anything be placed thereupon.
5. No tree, shrub, hedge or plant of any description including grass shall be planted in the SERVITUDE AREA nor shall same be cut down, destroyed or removed without the prior consent of the GRANTEE.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

ANNEXURE "A"



6. The GRANTOR, his family members, guests, invitees or any other persons lawfully occupying the PROPERTY with the consent of the GRANTOR shall be entitled to go upon the SERVITUDE AREA for purposes of recreation and enjoyment provided that access to the SERVITUDE AREA shall only be on foot.
7. The GRANTOR shall not light a fire anywhere within the SERVITUDE AREA.
8. The GRANTOR shall not be entitled to erect any fence or similar structure within or on the boundary of the SERVITUDE AREA.
9. The GRANTOR acknowledges that the servitude will bind himself as well as his successors-in-title or assigns in perpetuity and all future owners of the PROPERTY. The GRANTOR acknowledges that the GRANTEE shall not approve any future sale of the PROPERTY unless the GRANTOR'S prospective purchaser has entered into a servitude agreement with the GRANTEE on the same terms and conditions as contained herein.
10. In the event of it becoming necessary or expedient to have the GRANTEE wound up the members of the GRANTEE shall ensure that prior to such winding up the rights and obligations of the GRANTEE contained herein are assigned to a suitable body or organisation the intention being that the SERVITUDE AREA shall at all times be preserved in its natural state for the enjoyment of the owner of the PROPERTY. The GRANTOR or the owner of the PROPERTY at the time shall be obliged to sign all documents necessary to give effect to such assignment.
11. The GRANTEE shall be liable for all costs incurred in drafting this agreement.
12. This contract constitutes the sole basis of the contract in respect of the servitude between the GRANTOR or GRANTEE. No amendment hereto shall be effective unless reduced to writing and signed by both the GRANTEE and GRANTOR.

DATED at this day of 20.....

AS WITNESS:

1.

2.

GRANTOR

DATED at this day of 20.....

AS WITNESS:

1.

2.

GRANTEE

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

ANNEXURE "B"

FROM:	ZEMA ACCOUNT N ^o .
	For Office Use
FULL NAMES	
ZIMBALI STREET ADDRESS	
ID/PASSPORT NUMBER	
CELL/MOBILE NUMBER	
DATE	

TO: ZIMBALI ESTATE MANAGEMENT ASSOCIATION (ZEMA)

P O Box 1, Zimbali, 4422

Dear Sir/Madam

The details of my/our bank account are as follows:

Bank:

Branch Name:

Branch Code:

Account Number:

Type of Account:

I hereby request and authorise you to draw against my/our account with the above-mentioned bank, or any other bank or branch to which I may transfer my/our account, the sum of R

Amount in Words:

or any amount due and necessary for payment of the monthly expenses due in respect of the above-mentioned association on the 1st (first) of each and every month, or the first business day thereafter.

All such withdrawals from my bank account by you shall be treated as though they had been signed by me personally. I agree to pay any bank charges relating to this debit order instruction.

This authority may be cancelled by me by giving you thirty (30) days' notice in writing, but I understand that I shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force if such amounts were legally owing to you.

Receipt of this instruction by you shall be regarded as receipt thereof by my bank (whichever it is, or will be).

Signed at _____ this _____ day of _____ 20 _____

*Signature – Authorised Signatory Capacity
(e.g. owner / director / member / trustee)*

*Authorised Signatory
Full names*

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

COMPOSITE MEMBERSHIP



Annexure C

1 APPLICANT (Primary Member/Debenture)	Surname			MEMBERSHIP N° (For Office Use)
	First Name/s			
	ID N° / Passport	Date of birth		
	Email			
	Tel N° Cell			
	Tel N° Work			
	Tel N° Home			
	Residential Address			
	Postal Address			
			Post Code	
Profession or Occupation (With precision, state main occupation and position held) (If retired, state previous profession/occupation)				
If property purchased in name of a Company, Corporation or Trust				
Co/Corp/Trust Name				
2 SPOUSE	First Name			
	ID N° / Passport	Date of birth:		
	Email	Cell:		
3 Child (Kindly highlight relation if not a child of the debenture holder)	First Name			
	ID N° / Passport	Date of birth:		
	Email	Cell:		
4 Child (Kindly highlight relation if not a child of the debenture holder)	First Name			
	ID N° / Passport	Date of birth:		
	Email	Cell:		
If any of the above applicants are members of any other golf club, state name/s of club/s where handicapped NOTE: If any of above applicants wish to be handicapped at Zimbali Country Club (ZCC), an application form may be requested from ZCC. A handicap card fee will be applicable per person, payable upon collection of card/s at Pro Shop.				
If requested to resign by any other club, or membership declined, or name withdrawn prior to election, then state name of such club/s and circumstances				
Note: if the property was purchased in a company/trust and any of the nominees fall in the category of Directors, Trustees, Shareholders or Senior employees, supporting documents to be submitted. (CIPC – Directors, Memorandum of Trust for trustees, IRP 5 Snr Employees, Share certificate for shareholders)				

I, the Applicant (Composite Member), confirm that the above information is true and correct. I acknowledge that I am bound by the Constitution of Zimbali Country Club (ZCC) and that I am liable for the payment of the ZCC Annual Subscription fees payable by no later than 28 February each year. I accept that any arrear payment of any fees due to ZCC will bear interest at a rate equal to the prime overdraft rate charged by the Standard Bank of South Africa, plus three percentage points and that, should any legal proceedings arise from any such arrear payment, I shall be liable for the attorney's fees on an attorney and client scale and/or penalties.

A notice shall be in writing properly addressed to the member at the address of the residential erf or sectional title unit owned by him/her/it, and shall be given or served by the Association upon him/her/it by physical delivery or by registered mail to that address.

Signature _____ Date _____

FOR OFFICE USE ONLY	
Date Update submitted to Zimbali Country Club	
Date Update received by Zimbali Country Club	

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

ANNEXURE "C"

To be completed if the PURCHASER is a Company, Corporation or Trust**RESOLUTION PASSED AT A MEETING OF THE DIRECTORS / MEMBERS / TRUSTEES OF****CO/CORP/TRUST** _____**REG. NO/CK NO/IT N°** _____**HELD AT** _____ **ON THE** _____ **DAY OF** _____ **20** _____**FOR ZIMBALI COUNTRY CLUB COMPOSITE MEMBERSHIP****IT IS RECORDED that:**

1. The Company/Corporation/Trust, _____
 [hereinafter referred to as the "PURCHASER"], has acquired the property described as _____
 _____ (hereinafter referred to as the "PROPERTY") in terms of a contract of sale, dated _____
 (hereinafter referred to as the "CONTRACT")
2. In terms of the CONTRACT, the PURCHASER is obliged to become a Composite Member of Zimbali Country Club (hereinafter referred to as the "CLUB") within the meaning of the said Constitution of the CLUB.
3. as the PURCHASER is a juristic person, it is obliged to nominate a natural person or persons (hereinafter referred to as the "NATURAL PERSON NOMINEES") to become the composite member as aforesaid in accordance with the provisions of the Constitution of the CLUB.

IT IS RESOLVED:

- A. That the PURCHASER hereby nominates the following persons as the NATURAL PERSON NOMINEES for purposes of Composite Membership of the CLUB (Primary Member + 3 Family Members), namely:

1. **Full Names of PRIMARY Member:** _____
ID Number: _____
2. **Full Names of Member (2) SPOUSE:** _____
ID Number: _____
3. **Full Names of Member (3) CHILD:** _____
ID Number: _____
4. **Full Names of Member (4) CHILD:** _____
ID Number: _____

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

ANNEXURE "C"

RESOLUTION PASSED AT A MEETING OF THE DIRECTORS / MEMBERS / TRUSTEES OF
CO/CORP/TRUST _____

B. That the abovenamed PRIMARY Member is hereby authorised, in his capacity as _____
of the PURCHASER, to sign all documentation that may be required on behalf of the
PURCHASER in this regard

Signed as authorised by the Directors/Members/Trustees of the Company/Corporation/Trust
ON THIS _____ DAY OF _____ 20____

_____	_____	_____
DIRECTOR/MEMBER/TRUSTEENAME	ID NUMBER	SIGNATURE

_____	_____	_____
DIRECTOR/MEMBER/TRUSTEENAME	ID NUMBER	SIGNATURE

_____	_____	_____
DIRECTOR/MEMBER/TRUSTEENAME	ID NUMBER	SIGNATURE

_____	_____	_____
DIRECTOR/MEMBER/TRUSTEENAME	ID NUMBER	SIGNATURE

_____	_____	_____
DIRECTOR/MEMBER/TRUSTEENAME	ID NUMBER	SIGNATURE

_____	_____	_____
DIRECTOR/MEMBER/TRUSTEENAME	ID NUMBER	SIGNATURE

_____	_____	_____
DIRECTOR/MEMBER/TRUSTEENAME	ID NUMBER	SIGNATURE

(A COPY OF THE CIPC COMPANY DOCUMENT LISTING DIRECTORS/MEMBERS MUST BE ANNEXED
HERETO)

SELLER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

Annexure "D"

To be completed if the PURCHASER is a Company, Corporation or Trust

RESOLUTION PASSED AT A MEETING OF THE DIRECTORS / MEMBERS / TRUSTEES OF

CO/CORP/TRUST _____

REG. NO/CK NO/IT N° _____

HELD AT _____ **ON THE** _____ **DAY OF** _____ **20** _____

FOR ZEMA MAIN MEMBER ACCESS TO ZIMBALI COASTAL RESORT

RECORDAL:

The Company/Corporation/Trust is a Member of the ZIMBALI ESTATE MANAGEMENT ASSOCIATION (ZEMA) (Association incorporated under Section 21) and is the registered OWNER of the property at the physical address:

IT IS RESOLVED that the undersigned, in their capacity as Directors/Members/Trustees of the abovementioned Company/Corporation/Trust, hereby authorise the following nominated persons to each be issued by ZEMA with an access device to enable them to gain access to the above registered property. We further authorise that the person named in the first instance (1) (who is an adult of 18 years and over), is to be recorded on the ZEMA database as the Representative Member;

1. **Full Names of Main Member:** _____
ID Number: _____
2. **Full Names of Member (2):** _____
ID Number: _____
3. **Full Names of Member (3):** _____
ID Number: _____
4. **Full Names of Member (4):** _____
ID Number: _____

Upon signature of this resolution/authorisation, we acknowledge, accept and understand that:

- A maximum of 4 (FOUR) access devices may be issued per property;
- A maximum of 1 (ONE) access device may be issued per person/ID number, regardless of how many properties such person owns or resides at within Zimbali Coastal Resort;
- Upon application for and receipt of their access devices, the above nominated persons will be required to complete and sign documentation to accept that they will be subject to and must adhere to the ZEMA rules and Memorandum of Incorporation for the duration of such access being granted;
- This resolution/authorisation is valid and applicable for the above nominated persons to receive access until cancelled or amended in writing to ZEMA by way of a new resolution to be signed by the majority of the Directors/Members/Trustees. Any such resolution/authorisation will supersede this resolution/authorisation.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ **WITNESS 2:** _____

WITNESS 1: _____ **WITNESS 2:** _____

Annexure "D"

**RESOLUTION PASSED AT A MEETING OF THE DIRECTORS /MEMBERS / TRUSTEES
OF**

CO/CORP/TRUST _____ REG. NO/CK NO/IT N° _____

Signed as authorised by the Directors/Members/Trustees of the Company/Corporation/Trust
ON THIS

_____ DAY OF _____ 20 _____

DIRECTOR/MEMBER/TRUSTEENAME ID NUMBER SIGNATURE

DIRECTOR/MEMBER/TRUSTEENAME ID NUMBER SIGNATURE

DIRECTOR/MEMBER/TRUSTEENAME ID NUMBER SIGNATURE

DIRECTOR/MEMBER/TRUSTEENAME ID NUMBER SIGNATURE

DIRECTOR/MEMBER/TRUSTEENAME ID NUMBER SIGNATURE

DIRECTOR/MEMBER/TRUSTEENAME ID NUMBER SIGNATURE

DIRECTOR/MEMBER/TRUSTEENAME ID NUMBER SIGNATURE

*(A COPY OF THE CIPC COMPANY DOCUMENT LISTING DIRECTORS/MEMBERS MUST BE ANNEXED
HERETO)*

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

ANNEXURE "F"



By signing below, I _____, being the PURCHASER of the PROPERTY described in Clause 1.1 of the CONTRACT OF SALE, acknowledge and confirm that I have received the following documents:

1. ZEMA ARCHITECTURAL CODE including SIGNAGE SPECIFICATIONS
2. ZEMA LANDSCAPING PROTOCOL
3. ZEMA RULES
4. ZEMA MEMORANDUM OF INCORPORATION (ARTICLES OF ASSOCIATION)
5. ZIMBALI COUNTRY CLUB CONSTITUTION

and that, in terms of Clause 15 of the CONTRACT OF SALE, I undertake to, and shall be obliged, with effect from the DATE OF POSSESSION, to abide by all rules, policies and generally in regard to any other matter which the ASSOCIATION from time to time considers appropriate, as if I was the owner of the UNIT and to ensure that my tenants, nominees, invitees and other persons who occupy the PROPERTY and/or go upon the ESTATE by virtue of my rights thereto, do likewise.

DATED at _____ this _____ day of _____ 20_____

AS WITNESSES:

1. _____
2. _____

PURCHASER

PLEASE NOTE:

- Upon signature hereof, the PURCHASER shall keep the above listed documents in his possession.
- The signed original of this DECLARATION must be returned to ZEMA with the original signed CONTRACT OF SALE. The Consent to Transfer shall be strictly subject to ZEMA's receipt of this DECLARATION.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

ANNEXURE "C"

**CONSENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 ("POPI")**

I acknowledge that Zimbali Estate Management Association NPC (Collectively, **"Users"**) will collect my personal information and that of my family/ friends/visitors, including but not limited to name(s), identity number(s) or passport number(s), birth date(s), age(s), photograph(s), email address(es), physical address(es), telephone number(s), vehicle registration(s), golf cart registration(s), correspondence which is private or confidential, biometric information (including, if applicable fingerprints, facial and/or retinal scanning) and such other information as is reasonably required by us to engage with you and/or provide services to you or otherwise voluntarily disclosed by you to us.

I acknowledge that the Users will use the Personal information for, *inter alia*, the following purposes: to verify your identity, to enable you to enter Zimbali Coastal Resort (together the Estate) and their facilities; to provide services to you; to undertake adequate security and monitoring measures, to comply with our legal and contractual obligations, including those recorded in our relevant governance documents and rules; to contact you with information relevant to you as an owner of the Estate; to keep you informed about our activities and updates; to respond to any queries and requests; to manage and resolve any legal complaints or issues; to carry out planning and forecasting activities; otherwise for our legitimate interests or those of a third party, together, the **"Described Uses"**

I consent to the Users processing the Personal Information, including but not limited to collecting, recording, organising, dissemination and making the Personal Information available, for the Described Uses.

I consent to the Users processing the Personal Information of any of my children.

I consent to the Users collecting the Personal Information directly from me, my family members and from any other source.

I consent to the Users, disclosing the Personal Information (depending on the circumstances) to the following categories of persons: Auditors, legal and other professional advisors who help the Users deliver their services; information technology and other Service Providers who help the Users run the Estate or otherwise manage or store the Personal Information; Government and law enforcement authorities; financial institutions and other third parties where disclosure is required by law or otherwise required to enable us to perform our services or to comply with our legal and contractual obligations; and to any other person with your consent to the disclosure.

I consent to the Users retaining records of the Personal Information for so long as the Users deem it necessary in their sole discretion.

I accept the contents of this Consent as adequate notification of the collection and processing of the Personal Information by the Users and consent to the Users failing to provide full notification in terms of section 18 of the Protection of Personal Information Act 4 of 2013, which consent is permitted in terms of section 18(4) of that Act.

I acknowledge that certain Personal Information of mine may be automatically available to members and third parties in accordance with the Association's PAIA Manual (including but not limited to personal information recorded in the Association's members registrar). I

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

ANNEXURE "C"

acknowledge that the Association is accordingly under an obligation to make such information available upon request.

I acknowledge as the owner of the property that all additional parties that require access have consented to the clauses above and are aware of the information required by the Estate for access. By virtue of them providing us with their identity details and biometrics they have given consent to Zimbali Estate Management Association NPC.

Signed at _____ this _____ day of _____ 20____

Name: _____

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

Annexure H



CONSENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 ("POPI")

I acknowledge that ZCC (Zimbali Country Club) (Collectively, "**Users**") will collect my personal information and that of my family/friends/visitors, including but not limited to name(s), identity number(s) or passport number(s), birth date(s), age(s), photograph(s), email address(es), physical address(es), telephone number(s), vehicle registration(s), golf cart registration(s), correspondence which is private or confidential, biometric information (including, if applicable fingerprints and/ or retinal scanning) and such other information as is reasonably required by us to engaged with you and/or provide services to you or otherwise voluntarily disclosed by you to us.

I acknowledge that the Users will use the Personal Information for, *inter alia*, the following purposes: to verify your identity, enable you to enter Zimbali Country Club and facilities; to provide services to you; to undertake adequate security and monitoring measures, to comply with our legal and contractual obligations, including those recorded in our relevant governance documents and rules; to contact you with information relevant to you as an member of the Club; to keep you informed about our activities and updates; to respond to any queries and requests, to manage and resolve any legal complaints or issues, to carry out planning and forecasting activities ; otherwise for our legitimate interests or those of a third party, together, the "**Described Uses**"

I consent to the Users processing the Personal Information, including but not limited to collecting, recording, organising, dissemination and making the Personal Information available, for the Described Uses.

I consent to the Users processing the Personal Information of any children.

I consent to the Users collecting the Personal Information directly from me, my family members and from any other source.

I consent to the Users, disclosing the Personal Information (depending on the circumstances) to the following categories of persons. Auditors, legal and other professional advisors who help the Users deliver their services; information technology and other Services Providers who help the Users run the Club or otherwise manage or store the Personal Information; Government and law enforcement authorities; financial institutions and other third parties where disclosure is required by law or otherwise required to enable us to perform our services or to comply with our legal and contractual obligations; and to any other person with your consent to the disclosure.

I consent to the Users retaining records of the Personal Information for so long as the Users deem it necessary in their sole discretion.

I accept the contents of this Consent as adequate notification of the collection and processing of the Personal Information by the Users and consent to the Users failing to provide full notification in terms of section 18 of the Protection of Personal Information Act 4 of 2013, which consent is permitted in terms of section 18(4) of the Act.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

Annexure H

I acknowledge that certain Personal Information of mine may be automatically available to members and third parties in accordance with the Club's PAIA Manual (including but not limited to personal information recorded in the Club's members registrar). I acknowledge that the Zimbali Country Club is accordingly under an obligation to make such information available upon request.

I acknowledge as the member of the club that all additional parties that require access/membership have consented to the clauses above and are aware of the information required by the Club for use. By virtue of them providing us with their identity details and biometrics they have given consent to Zimbali Country Club.

Signed at _____ on _____

Name & Surname of Owner: _____

Signature: _____

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ **WITNESS 2:** _____

WITNESS 1: _____ **WITNESS 2:** _____


MAIN MEMBER (FOR ALL ZEMA NEWS, GENERAL CORRESPONDENCE & "STATUTORY" CORRESPONDENCE)

NAME AND SURNAME	
NAME & REGISTRATION No OF CO/CORP/TRUST WHICH OWNS THE PROPERTY (IF APPLICABLE)	
ZIMBALI COASTAL RESORT PHYSICAL ADDRESS	
POSTAL ADDRESS:	
	POSTCODE
HOME TELEPHONE No	
BUSINESS TELEPHONE No	
CELL PHONE No	
EMAIL ADDRESS (EMAIL 1)	
EMAIL ADDRESS FOR ZEMA ACCOUNTS (APPLICABLE ONLY IF DIFFERENT TO ABOVE "EMAIL 1")	

SPOUSE / PARTNER / RESIDING FAMILY MEMBER 2 (FOR ZEMA NEWS & GENERAL CORRESPONDENCE)

NAME AND SURNAME	
CELL PHONE No	
EMAIL ADDRESS (EMAIL 2)	

RESIDING FAMILY MEMBER 3 (FOR ZEMA NEWS & GENERAL CORRESPONDENCE)

NAME AND SURNAME	
EMAIL ADDRESS (EMAIL 3)	

RESIDING FAMILY MEMBER 4 (FOR ZEMA NEWS & GENERAL CORRESPONDENCE)

NAME AND SURNAME	
EMAIL ADDRESS (EMAIL 4)	

FOR OFFICE USE ONLY
UPON DEED'S OFFICE TRANSFER AND REGISTRATION INTO PURCHASER'S (NEW MEMBER'S) NAME

PROPERTY STATUS (FOR ACCESS)	☐ VACANT LAND (1 x ACCESS DEVICE) ☐ UNDER CONSTRUCTION (2 x ACCESS DEVICES) ☐ FULLY COMPLETED (4 x ACCESS DEVICES) (New member to be requested to attach hereto a copy of the Municipal Occupational Certificate, which is to be verified by ZEMA Building Control Manager in order for ZEMA Access Control to issue a total of 4 x access devices)
Building Control Manager/Officer NAME	SIGNATURE
ZEMA ACCOUNT No	
ZCC MEMBER No	

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

DOCUMENTS SCHEDULE - THE FINANCIAL INTELLIGENCE CENTRE ACT**1. NATURAL PERSON**

- Copy of identity document.
- Copy of marriage certificate and Ante-Nuptial contract, if applicable.
- Copy of document reflecting residential address, such as electricity or water account or any other account addressed to residential address.
- Copy of a document issued by the South African Revenue Service on which income tax number is recorded.
- Details of nationality if not a South African citizen.

2. COMPANY

- Copy of Certificate of Incorporation (CM1).
- Copy of Notice of Registered Office and Postal Address (CM22).
- Copy of Form CM29 (Register of Directors).
- Full names of the Directors of company.
- Full names of the Shareholders of company.
- Document depicting trade name and operating address of the company, such as a utility bill, Telkom account or bank statement.
- Copy of identity document of the manager and all authorised representatives of the company (the directors) and all individuals who hold 25% or more of the voting rights in the company (the shareholders) and advice as to the nationality of each.
- Copy of VAT Registration Certificate.
- Copy of document issued by the South African Revenue Service on which the company income tax number is recorded.
- Residential addresses of the manager and of the individuals who hold more than 25% of the voting rights i.e. the Directors and Shareholders.
- If a company or close corporation holds 25% or more of the voting rights, then similar information concerning the company as set out above including information on shareholders and directors or a copy of the Founding Statement if it is a close corporation and addresses of the local office and head office of the company or close corporation.

3. CLOSE CORPORATION

- Copy of Founding Statement (CK1) and any Amended Founding Statement (CK2).
- Document containing trade name and operating address of the close corporation, such as a utility bill, Telkom account or bank statement.
- Copy of identity document for each member of the close corporation and all authorised representatives and advice as to the nationality of each.
- Copy of VAT Registration Certificate.
- Copy of document issued by the South African Revenue Service on which the close corporation income tax number is recorded.

4. TRUST

- Copy of Deed of Trust.
- Copy of Letters of Authority issued by the Master of the High Court.
- Copies of identity documents in respect of founder of the trust, each trustee and each beneficiary who can be determined.
- Nationality and residential addresses of the foregoing persons.
- Copy of document issued by the South African Revenue Service on which the income tax number of the trust is recorded.
- Copy of the VAT Registration Certificate (if any).
- Copy of the death certificate if the founder of the trust has died.
- If a trustee or beneficiary is a legal person, copy of the founding document and the addresses of the registered office and local office of the legal person.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____



Sellers Declaration

This declaration is made in good faith and the answers provide an honest appraisal of the property as I know it.
I/We also declare that there are no other known defects to the property other than those listed below.

Melron Investments (Pty) Ltd (in liquidation), Registration number: 2006/003598/07 represented herein by Kurt Robert Knoop N.O. and Nshengedzeni Anthony Michael Thavhase N.O. in their capacities as the duly appointed Liquidators acting under Master's Reference No. N000150/2025 issued by the Master of the High Court, KwaZulu Natal, Pietermaritzburg

Seller's Name : _____

Property Address : _____

Erf 429 Port Zimbali, Registration Division FJ, Province of KwaZulu Natal in the extent of 940 square meters and held under Title Deed no.: T000020824/2019, located at 3 Birdie Close, Zimbali Estate, Ballito, KwaZulu-Natal

		<u>Yes</u>	<u>No</u>	<u>Unsure</u>
1	Are you aware of any electrical defaults / problems to the building or their accessories ?		✓	
2	Are there any illegal electrical extensions, disconnections, or damage or Inoperative fittings on permanent appliances/equipment. Eg Stove, extractor, air conditioner, ceiling fan, heater, or illegal extensions such as light fittings or water feature pumps etc ?			✓
3	Are there any faults relating to plumbing installations ? Eg blocked drains, sewers, storm water pipes or gutters ?		✓	
4	Are there any faults relating to geyser/s eg. Leaks, low geyser pressure, faulty seal kits ?			✓
5	Are there any problems relating to leaking taps or ruptured water pipes ?		✓	
6	Are there keys for all the doors ?			✓
7	Are there remote controls for all garage doors, gates etc ?			✓
8	Are all security installations in sound working order eg Alarm, Burglar Bars, security gates & electric fence ?			✓
9	Is the pool and equipment in good working order eg Cracks, leaks, pool pumps ?			✓
10	Have there been any repairs to the items specified in item 9 above in the last 6 months ?			✓
11	Are there any damp problems in the house or in the building ?		✓	
12	Are there any roof leaks of any kind ?		✓	
13	Are there any cracks, leaks or problems with baths, basins, toilets or showers ?		✓	
14	Are there any cracked or broken floor tiles or damaged wood flooring ?			✓
15	Are there any structural defects that you know of eg. Cracks in walls, floors or settlement cracks ?		✓	
16	Are there any burns, stains, tears or badly worn areas on the carpets ?			
17	Are all built in cupboards intact ?			✓
18	Are all door handles and window catches in working order ?			✓
19	Does the physical position of the present boundary fence / wall represent the true boundary of the property			✓
20	Are there any interdicts, attachments or usufructs on or over the property ?			✓
21	Are there any building restrictions or registered servitudes on the property ?			✓

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

		Yes	No	Unsure
22	Do the building improvements and solid roofed areas eg carports and patios conform to the registered building plans ?			✓
23	Do you possess copies of the registered building plans ?			✓
24	Is the property subject to a lease ?			✓
25	Are you aware of any latent defects on the property ?		✓	
26	Are you aware of any patent defects on the property ?		✓	
27	Are you aware of any invasive alien species on the property and or any permits held ?			✓
28.	Does the property have solar panels			✓
29.	Are all panels and equipment in full working order			✓
30.	Does the property have an inverter			✓
31.	Are all components of the inverter in full working order			✓

Comments or qualifications on any of the above.

Please refer to:

Annexure MDF1 – Additional Disclosures and Qualifications.

The prospective purchaser acknowledges that professional expertise and technical skill may be required to detect defects and non-compliance aspects concerning the Property and acknowledges receipt of this disclosure statement.

Dated at _____ on _____ day of _____ 20 ____.

Signed Seller / s _____ Agent _____

Signed Purchaser / s _____ Agent _____

The Rental Declaration is a document confirming the condition of the property. It does not create an obligation on the Seller to attend to possible faults that may be declared therein, unless agreed to between the parties and inserted in the special conditions of the rental agreement. This report does not constitute a guarantee and / or warranty of any kind or nature by the owner of the property or by the Estate Agents representing that the owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective tenant may wish to obtain prior to concluding an agreement of rental in respect of the property.

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

ANNEXURE 5: ZEMA RULES



RULES OF THE ESTATE

2024

ZIMBALI ESTATE MANAGEMENT ASSOCIATION

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

RULES OF THE ESTATE

The rules that govern estate living are often a clear indication of how seriously an estate takes its environmental, security and quality- of- life standpoints. Accordingly, a regulatory policy has been devised which encompasses all aspects of the upkeep and maintenance of the estate as well as a code of practice that encourages members to live together with regards "good neighbourliness and consideration for others".

In terms of Clause 27 of the Zimbali Estate Memorandum of Incorporation, the Board shall, have the power to make Conduct Rules from time to time as well as the power to substitute, add to, amend or repeal same, for the management, control, administration, use and enjoyment of the Estate, for the purpose of giving proper effect to the provisions of this Memorandum and for any other purpose which powers shall include the right to impose reasonable penalties upon those Members who fail to comply with the provisions of this Memorandum or the Conduct Rules.

In the event of differences or annoyances, the parties involved should attempt, as far as possible, to settle the matter between them exercising respect, tolerance and consideration. If members, contractors or service providers fail to comply with the rules, the Board has the right to impose financial penalties. Fines, where imposed on owners, shall be deemed to be part of the levy due by the owner. Further, the Board may enforce the provisions of any rule by application to the courts.

The Rules as promulgated by ZEMA and the Board of ZEMA are outlined in this chapter. Additional rules apply to Contractors, Subcontractors and Service Providers. These are available from the General Manager.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

1 PROMULGATION OF RULES

1.1 Definition

As from the date of promulgation of these rules and any amendments hereto, they shall apply forthwith and all Members and other persons residing in the Estate shall be required to abide thereby.

For the purposes of these rules, the terms "Owner" or "Member" may be used interchangeably, and all obligations imposed upon any Member shall also be binding upon all persons, including but not limited to all co-owners, family members, tenants, purchasers, corporate owners, trustees, employees, sub-contractors, agents, guests and invitees.

1.2 Conflict of Existing Practice with New Rules

Any existing practice in conflict with the New Rules shall forthwith cease unless otherwise resolved as follows:

Where a specific conflict arises between a new rule and an existing practice of long standing, and an owner legitimately feels aggrieved thereby, the Board of ZEMA may be approached requesting (or the Board in its own right may decide) that consideration be given to allowing the partial or total relaxation of the new rule to permit the existing practice to remain or be suitably adjusted and reconciled. Any decision resulting from such consideration shall be entirely at the Board's discretion and shall be binding on all parties.

1.3 Contravention of Estate Rules by "Others"

Any contravention of the Estate Rules by any person who gains access to the Estate under the authorisation of a Member shall be deemed to be a contravention by the Member.

Contravention of the Estate Rules by Contractors, Sub-Contractors or any Service Provider will also make them liable to fines and may jeopardise that company's/ individual's continuance of business activities on the Estate.

1.4 Policies incorporated into the Rules.

All Members acknowledge and agree that the ZEMA Board may adopt and implement policies, from time to time, and that such policies will be applicable to all Members.

Specifically, in the event that the ZEMA Board adopts and implements a disclosure policy, any requests for access to information must be made in accordance with such policy.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

2 SECURITY

2.1 General Security Procedures

All security procedures in force from time to time shall be strictly adhered to at all times by all persons inside the Estate.

2.2 Reporting to Security

Security is a shared responsibility. Members must report any suspicious or unlawful occurrence to the CEO, the Security Office or Control room immediately it is observed.

2.3 Access

Members shall be responsible for the safe-keeping and proper use of all individual remote/access card/discs issued to them and shall not permit the use thereof by any persons other than those persons to whom they are issued by ZEMA. Access to the residential areas of the Estate is limited to owners, tenants, their authorised visitors, registered domestic workers and to other authorised persons who have been cleared through the security office and ZEMA upon the issue of a valid VMS code issued to them. Access to the Estate does not entitle any person to gain access to or be found upon any Member's private property within the Estate save with the relevant Member's consent and the Board of Directors may impose fines or penalties on Members in respect of contraventions of this rule in addition to any criminal or civil sanction imposed by any competent authority.

Non-resident Hotel Members' and Zimbali Country Club visitors can only access the Estate through the main North Gate or South Gate entrances and they have no right of access through the internal residential estate booms. (It should be noted that all exit/entry movements are recorded on the security computer system and are identifiable to each individual.)

The number of access cards and the number of persons in respect of whom VMS authority may be permitted per Member may be limited by the Board of Directors from time to time in the interests of Estate security.

The misuse or abuse of VMS codes by any member on the estate is deemed as a major security breach and may incur resultant penalties as outlined in the Estates penalty schedule.

Additional Access Rules have been approved by the Board of Directors in terms of the powers afforded to them in terms of the Articles of Association/MOI and are available upon request from the ZEMA offices. The Board also has the power to amend the aforesaid Access Rules from time to time as circumstances dictate.

On termination of any lease all rights of access to the Estate shall likewise terminate.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

2.3.1 Transporting of Registered or Unregistered Domestic and Employees

All registered/ unregistered domestics or employees of members must enter and exit the Estate via the turnstiles at West Gate at the beginning and at the end of their shift.

2.3.2 Motor Vehicles Without License Plates (Members and Non-members)

Motor Vehicles without license plates (Members and non-Members): Vehicles with no number plates are not allowed on the roads of Zimbali Estate. Members are requested to visit the Welcome Centre to register for a ZEMA allocated plate. In the case of guests and visitors, a temporary plate will be allocated to the vehicle by security at the gate, which must be displayed at all times.

2.4 Visitors

2.4.1 All Members shall be responsible for the actions and behaviour as well as the compliance with all rules and security procedures of all persons who gain access to the Estate under their authorisation.

Only Members and Members' duly approved additional applicants who, upon written application, have applied for and been granted Visitor Management System (VMS) rights by ZEMA will be permitted to request authorisation for any visitor or invitees' access to Zimbali Coastal Resort. This shall also apply to the Zimbali Country Club, all Hotel Members and any persons owning or occupying any unit within any non-residential portions of the Estate.

The Zimbali Country Club and Hotel Members shall apply for and obtain VMS rights for their duly appointed staff members who shall issue VMS codes to all persons requiring entrance to the Estate whether to gain access to the Zimbali Country Club, the Zimbali Lodge, the Fairmont Hotel, the Fairmont Heritage Place or the Zimbali Suites as the case may be. After gaining initial entry upon the issue of a valid VMS code the Hotel Members shall be entitled to issue access cards to their lawful guests and invitees to permit them to gain access and egress through the North Gate or South Gate entrances for the duration that they are on the Estate. Members (other than Hotel Members) are to complete a Member's Authorisation to Activate Guest Access Form in the event that any visitors or invitees will be staying on the Estate overnight or for any extended period.

Short-term tenants may arrange to have access granted to visitors or invitees by the relevant letting Members or their duly authorised agents who shall in their sole discretion issue short term tenants with the necessary, valid VMS codes. Short term tenants shall not be entitled to request ZEMA or any of their security officials or Welcome Centre staff to provide access for any

4

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

visitors or invitees of any short-term tenants. All such VMS codes issued by letting Members to short term tenants shall not be valid beyond midnight on the date of issue thereof and may be used to enter/exit the Estate once only. No visitors or invitees of any short-term tenants shall be entitled to remain on the Estate overnight and when exiting the Estate may not do so on foot but must be driven to the Estate gates so that they may exit the Estate.

2.4.2 Rules Applicable to "Guest of Member" / Guest Access Cards

In the interests of security of the Estate and preservation of the amenities enjoyed by Residents of the Estate, the following additional rules, which shall not be applicable to the Hotel Members, shall apply to the issue of Residents' Guest Access Cards:

2.4.2.1 Guest Access Cards are issued upon application in writing to ZEMA by Members or Long-Term Tenants (both referred to as "Residents" under this section) and shall be strictly for the use by their bona fide guests who are staying with the Residents at their property for one or more nights, for a limited period of time. A Guest Access Card may strictly NOT be utilised for any other purpose such as for short-term/holiday rental guests, day visitors, or for any other persons who are not overnight guests of the Resident.

2.4.2.2 A maximum of 2 (two) Guest Access Cards will be issued per Resident's household.

2.4.2.3 Strictly only a person who is a licensed driver may be issued with a Guest Access Card.

2.4.2.4 Guest Access Cards have a unique number that is registered against the relevant guest's ID number, as provided by the authorising applicant Resident on the "Resident's Authorisation to Activate Guest Card/s" form. Use of a Guest Access Card by a third party who is not the guest authorised to use such card is a contravention of the ZEMA's Estate Rules and ZEMA shall at its sole discretion be entitled to cancel or restrict the activation or re-activation of the Guest Access Card and/or issue a fine for "Misuse of Access Device" to the relevant Member or Long-Term Tenant, without prejudice to any other remedies available to ZEMA.

2.4.2.5 Activation of a Guest Access Card will be for a maximum of 1 (one) month. A Guest Access Card may then be re-activated for a

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further 1 (one) month duration, strictly subject to the Member or Long-Term Tenant providing ZEMA with a request in writing with at least 48-hours' notice before expiry, and only then will it be activated.

2.4.2.6 A Guest Access Card will provide a guest with Estate ingress/egress through perimeter gates and such internal boom-gates to which the Member or Long-Term Tenant has access.

2.4.2.7 Guest Access Card applications will not be processed unless all information requested by ZEMA is duly supplied to ZEMA's satisfaction. ZEMA shall be entitled to charge fees to be determined by the Directors from time to time in respect of the issue and replacement of Guest Access Cards, as well as to impose such fines or penalties as may be determined by the Directors from time to time in respect of the misuse of such Guest Access Cards.

2.5 Registration of Domestic Workers

All permanent domestic workers, general assistants, cleaners, gardeners etc. must be registered with Security via the ZEMA office. Casual workers shall be treated in the same manner as building contractors' staff and must be escorted by the owner and recorded 'in and out' at the Contractors' Gate each day. Owners shall be responsible to ensure that their workers comply with all security requirements as well as the rules of the Estate.

2.5.1 Unregistered domestics or Employees residing with a resident.

Members are to ensure domestics or employees residing on the estate are registered on ZEMA's access control system.

2.6 Security Gates and Booms

Every Member shall stop at all security control gates/booms and then proceed by operating his/her remote/disc. Should a Member not be in possession of his/her remote/disc or should the remote system not be operating, then the Member may only proceed with the aid of the guard on duty. Abuse of security personnel (who have a very specific and responsible job to do) is strictly prohibited. Tailgating (i.e. proceeding through the gates or booms when operated by the car in front of you) is strictly prohibited as it negates the recording system and compromises security.

2.7 Control of Vehicles and Use of Roads

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The roads within the perimeter fence of the Estate are PRIVATE ROADS. The roads are for the use of all, whether on foot, cycles, golf carts, cars or any other motorised vehicle. This places extra responsibility and awareness on all who use these roads. All adults and especially parents are requested to educate and control their younger family members regarding the importance of adhering to the Estate Rules.

2.8 Speed Limit

No person shall operate any vehicle on any road within the Estate at a speed in excess of 25 (twenty-five) kms/hr save as hereinafter provided. All vehicles are subject to periodic speed monitoring by the Estate's Security company.

The Association may, if it considers it necessary or desirable to do so, impose a speed limit different than that referred to above upon such roads or portions of roads as it may deem fit, either temporarily or permanently.

2.9 Operating Restrictions

2.9.1 Subject to rule 2.9.13 below, no person shall operate any vehicle or any golf cart upon any place within the Estate unless he/she is the holder of a valid driver's licence issued under the provisions of the National Road Traffic Act No. 29 of 1989 and no vehicle shall be driven on the Estate unless it is roadworthy, not overloaded and clearly displays valid licence or temporary licence plates and licence discs issued under the provisions of the National Road Traffic Act No. 29 of 1989 and failing same clearly displays a temporary permit approved by ZEMA which shall be obtained at the Welcome Centre against payment of such fee as may be determined by the Board of Directors from time to time.

2.9.2 No person shall operate any vehicle upon any place within the Estate other than a road or driveway. Golf carts may however be driven on roads, driveways as well as designated golf cart paths on the golf course.

2.9.3 No person shall operate any kind of vehicle including golf carts on the Estate whilst under the influence of alcohol or drugs, which may impede their ability to control the vehicle or golf cart.

2.9.4 Operating any vehicle including golf carts in such a manner as to constitute a danger or nuisance to any other person or property within the Estate is prohibited. Sounding of hooters/horns is strictly prohibited.

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2.9.5 All vehicles shall keep to the left-hand side of the road.

2.9.6 Pedestrians, animals and golf carts shall have the right of way at all places and at all times within the Estate.

2.9.7 ZEMA will, by means of appropriate signage, give such directions as to the use of the roads and the failure by any person to obey the same shall constitute a contravention of these rules.

2.9.8 Vehicles entering the Estate will be limited to a maximum weight of 7000kg (Gross Vehicle Mass "GVM") on the East of the Estate and 10,000kg (GVM) on the South and West of the Estate. Written permission is required from ZEMA, in the event that a vehicle, in excess of these parameters, is required on the Estate.

2.9.9 No person shall park or leave unattended any vehicle including golf carts within the Estate other than at a place properly set aside for such purpose.

2.9.10 No caravans, boats or trucks shall be brought onto or stored on the Estate without proper written permission of ZEMA and subject to such conditions as maybe laid down by ZEMA from time to time.

2.9.11 No helicopter or other means of aerial conveyance may be landed at any place within the Estate. In the event of an emergency requiring air transport, the emergency medical assistance provider will require permission from ZEMA to land their helicopter at a designated helipad site.

2.9.12 No repairs to or dismantling of any vehicle or golf cart may be carried out on the Estate except in cases of total breakdown and then only for the purpose of getting the vehicle or golf cart mobile for removal. Oil and grease or other motor fluids must not be allowed to soil any portion of the Commons Areas (including the golf course) and should this occur the owner of the vehicle or golf cart shall be responsible for payment of a clean-up fee to ZEMA to enable ZEMA to expeditiously clean and remove all traces.

2.9.13 Additional Golf Cart Rules

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2.9.13.1 Save for the Zimbali Country Club petrol-operated golf cart only battery-operated numbered and registered golf carts are permitted on the Estate unless prior written permission for 'alternatively powered' carts has been obtained from the ZEMA. The use of motorcycles, dune buggies or similar vehicles with noisy exhausts, save for entering or exiting the Estate, is prohibited.

2.9.13.2 Unlicensed ZEMA staff members and ZEMA approved and unlicensed Zimbali Country Club staff members may operate golf carts and or motorized machinery, within the Estate provided they hold a valid operator certificate issued by the Zimbali Country Club as the case may be approved by ZEMA.

2.9.13.3 All golf carts shall be registered with ZEMA either on a permanent or a temporary basis and against such fees as may be determined by the Board of Directors from time to time and such permanent or temporary permits shall be clearly displayed at all times.

2.9.13.4 Unlicensed persons 14 (fourteen) years and older (Unlicensed Players) may be authorised by the Zimbali Country Club to use a golf cart whilst engaged in a genuine round of golf be it 9 (nine) or 18 (eighteen) holes under the following strict conditions:

(a) only Zimbali Country Club owned golf carts (ZCC carts) may be used by Unlicensed Players;

(b) the ZCC carts used will be governed to a maximum speed limit of 20 km/h throughout use save that in specific areas such as road crossings and steep slopes the speed will be reduced to as low as 3 km/h for safety reasons;

(c) the ZCC carts will be programmed to operate within a specific geofence following the circumference of the golf course. Estate roads which do not need to be used to complete a round of golf will be blocked as no access zones using the ZCC cart GPS monitoring system;

(d) Unlicensed Players operating ZCC carts who venture beyond the golf course geofence will cause the ZCC cart to become disabled and will require the assistance of a Zimbali Country Club staff member to proceed further, without prejudice to the right of ZEMA or the Zimbali Country Club to impose penalties for non-compliance;

(e) in the case of a minor Unlicensed Player a suitable indemnity must be furnished by the parent or guardian of the minor;

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- (f) the Unlicensed Player will be required to undergo a competency test conducted by the Zimbali Country Club and the ZCC cart suppliers and shall only be entitled to operate ZCC carts upon the issue of a competency certificate issued by the Zimbali Country Club; and
- (g) such further conditions as may be imposed by the Zimbali Country Club and/or the ZEMA Board from time to time governing golf cart use by Unlicensed Players.

2.10 Fauna and Flora

- 2.10.1** No person shall anywhere in the Estate harm, destroy or permit to be disturbed any wild animal, insect, reptile, bird or fish/aquatic life.
- 2.10.2** No person shall anywhere in the Estate disturb, destroy, remove or collect any tree or plant material whether living or dead, save with the written consent of or on the instructions of ZEMA. This section shall not apply in respect to any area allotted to such person as an area of exclusive use and enjoyment for garden purposes, save for protected trees.

2.11 General Open Space Rules

- 2.11.1** No person shall light any fire upon the Estate other than at a place designated for such purpose and that where such fire is to be lit outdoors, due regard shall be had to prevailing weather conditions.
- 2.11.2** No person shall camp upon any place in the Estate without written permission.
- 2.11.3** No person shall discard any litter or any item of such nature whatsoever at any place upon the Estate except in such receptacles as may be provided.
- 2.11.4** No person shall use any open space within the Estate in any manner, which may unreasonably interfere with the use and enjoyment thereof by other persons, or in such a way as to create a nuisance to any other person or to the detriment of the environment and conservation principles within the Zimbali Conservation Management Plan.

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2.11.5 No person shall use or conduct himself upon any open space within the Estate in such a manner as may in the opinion of ZEMA be detrimental to the amenity of such space.

2.11.6 ZEMA shall be entitled to prohibit access to any open space within the Estate should it be deemed desirable to do so for the purposes of preserving the environment.

2.11.7 All trails and paths within the Estate are for the use of pedestrians only except where ZEMA has designated otherwise (e.g. horse trails).

2.11.8 Where ZEMA has entered into an agreement with any Member granting him the exclusive use and occupation of that area, no person shall in any manner whatsoever disturb or interfere with such Member in the enjoyment of such rights of exclusive use and occupation.

2.11.9 No person shall discharge any firearm, air-gun or other lethal weapon anywhere on the Estate save in self-defence.

2.12 Lakes, Dams, Ponds, Wetlands and Streams

2.12.1 No person shall launch upon any lake, dam, pond, wetland or stream in the Estate any craft of any description (powered or otherwise) save where such craft may be required in connection with any work to be carried out on the instructions or in connection with the affairs of ZEMA provided that the craft has been approved by ZEMA.

2.12.2 No person shall enter or swim in any lake, dam, pond or stream in the Estate.

2.12.3 No person shall take any fish, live bait or crustaceans from any dam, pond or stream in the Estate. Fishing within the Estate is prohibited.

2.12.4 No person shall litter, pollute or permit the pollution of any lake, dam, pond, stream or wetland in the Estate.

2.13 Domestic Refuse

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2.13.1 The removal of domestic and other refuse shall be under the control of ZEMA which may, in exercising their functions in this regard from time to time, notify in writing to all persons concerned:

- (a) The colour, type and size of refuse containers to be obtained. Such containers are mandatory.
- (b) Require the payment of a reasonable charge for the provision of such containers.
- (c) Give directions in regard to the placing of such refuse for collection.

2.13.2 It shall be the duty of every owner or occupier of a unit to ensure that such directions given by ZEMA are fully observed and implemented.

2.13.3 No person shall keep any refuse within or outside his unit except in the mandatory containers aforesaid.

2.13.4 Containers shall not be kept in any place outside any unit except such places as may be specifically set aside therefore or as may be approved by ZEMA from time to time.

2.13.5 Where, in the opinion of ZEMA, any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by ZEMA, ZEMA may give the person wishing to dispose of such refuse such directions for its disposal as it may deem fit.

2.13.6 Domestic refuse is collected twice weekly by the approved Waste Management company.

2.14 Animals, Birds and Reptiles

2.14.1 ZEMA does not permit the presence on the Estate of any dog, cat or other pet/animal/bird/reptile whatsoever, other than laid down in these rules. This includes inter alia pigeons, ducks, poultry, rabbits, peacocks, wild animals, livestock, snakes, reptiles or any similar animal/bird/reptile. This rule applies to residents and visitors.

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2.14.2 Caged birds will be allowed subject to no more than two birds per cage, to a maximum of two portable cages. Aviaries are not permitted. Prior permission for the keeping of caged birds must be obtained by the owner in writing from ZEMA's offices. Owners should ensure that caged bird noise should be contained within reasonable levels so as not to create a nuisance to fellow residents. Any animal, bird or reptile being on the Estate in contravention of these rules shall be removed forthwith on notice from ZEMA.

2.15 General Estate Rules

2.15.1 Respect and general consideration by all members for all other members and users of the Estate shall be exercised at all times.

2.15.2 No garments, household linen or washing of any nature may be hung out or placed anywhere to dry except in a drying yard or such other amenity area designated for such purpose.

2.15.3 No person shall keep anywhere in the Estate any inflammable substances, provided however that this rule shall not apply to the keeping of such substances and in such quantities as may reasonably be required for normal domestic use.

2.15.4 No private, religious or commercial advertising notices/signs may be displayed/distributed on the Estate other than the 'House Signs' approved by the Association. (This rule does not apply to the regulation notice board required by the Project Guidelines for the erection of new buildings.)

2.15.5 Music and all other noise must at all times be unobtrusive and contained within reasonable levels so as not to create a disturbance or nuisance to fellow residents. The provisions of the ZEMA Noise Policy/Regulations are to be read as if specifically incorporated herein and shall be complied with by all persons in the Estate subject to:

2.15.5.1 quiet hours from midnight to 5am being observed by all persons on every day of the year save for New Year's Eve when the cut-off time will be extended to 1am. During quiet hours no noise audible to any other residents of the Estate shall be generated by any person or sound equipment on any property save for air-conditioning and other appliances reasonably required for the comfort of residents, which

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shall nevertheless be subject to the provisions of the Noise Policy, and the responsible and reasonable use of vehicles driven on the Estate during those hours;

2.15.5.2 any private outside gathering at any property in the Estate may not extend past midnight after which time the gathering shall move indoors and all sound shall be suitably contained indoors and may not be audible to any person outside the property in observance of the quiet hour rule;

2.15.5.3 the use of any power tools generating noise on any property is restricted from Monday to Friday 8am to 5pm and on Saturdays 8am to 2pm and may not be used at all on Sundays and public holidays. The aforesaid restriction shall not apply to the Commercial properties acting in the ordinary course of business carried out on them. The quiet hours are, however, applicable to everyone.

2.15.5.4 the use of power tools and plant and machinery on sites under construction is restricted to normal building contractors working hours permitted on the Estate.

2.15.5.5 If ZEMA authorises the installation of a standby generator in accordance with its Policy on Standby Generators the standby generator may only be used during instances of general power outages or in genuine cases when the municipal supply of electricity is not available to a property during which time the remaining provisions of the Noise Policy shall be suspended insofar as the use of the standby generator is concerned. Members shall be obliged to accept the noise generated by the running of all authorised standby generators installed and operated in compliance with the Policy on Standby Generators and these rules. Suspension or disconnection of electricity supply due to failure to pay for supply shall not constitute a genuine case entitling a resident to make use of a standby generator."

2.15.6 The use of car hooters within the Estate to beckon or attract residents or staff is prohibited.

2.15.7 The lighting or letting off of fireworks within the Estate is strictly prohibited at all times irrespective of any religious or other celebration.

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2.15.8 No flags, flag poles or radio aerials on poles may be erected on private residential units on the Estate, save for the exception below and only then with the written permission of the CEO. Exception: In the case of specific religious requirements, appropriate flags may be erected in a discreet and unobtrusive location on the owner's footprint. These should not be visible to the general public and limited to no more than two meters in height.

3. PHOTOGRAPHIC SHOTS ON THE ESTATE

- 3.1** All photographic shoots on common property must be approved on merit. All such shoots are to be referred and motivated to the ZEMA CEO for consideration and approval.
- 3.2** The general rule is that no photographic shoots for gain may be approved and all applications for shoots of the common property must be submitted in writing – no shoots may take place without prior authorization. This does not affect any photo shoot on a Member's own private property where ZEMA only needs to be informed to organize access.
- 3.3** No photographic shoots are permitted unless in the interests of Zimbali and written permission and authorization must first be given by the CEO.

4 PRIVATE FUNCTIONS AT THE VALLEY OF THE POOLS

No private functions may be held at the Valley of the Pools.

5 ZIMBALI DOMESTIC WORKER RULES AND REGULATIONS

- 5.1** All domestic workers whether "live in or daily" are to be registered with ZEMA.
- 5.2** Domestic workers will be registered into two categories: "permanent" and "contracted".
- 5.3** Permanent domestic workers are to be restricted to access through the Contractors Entrance only.

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- 5.4** Permanent domestic workers are to comply with the same rules and regulations as residents.
- 5.5** Contracted domestic workers are to comply with the same rules and regulations as contractors.
- 5.6** Employers/Residents are to manage the conduct of their domestic workers and be accountable for any contravention of the rules by their domestic worker.
- 5.7** Security is to apply the standard rules and regulations on the estate to all domestic workers.
- 5.8** In the event of unruly or inappropriate behaviour, or any contravention of the estate rules and regulations by a domestic worker, it will be reported to the employer who will be held accountable for any fines or action arising from such incidents.

6 ZIMBALI STAFF SHUTTLE BUS SERVICE

- 6.1** The use of shuttle bus service is limited to permanent registered domestics (i.e. domestic workers registered by an owner through ZEMA, not a contract employee) and Lodge personnel.
- 6.2** Permanent Domestics and Lodge Personnel will only be collected at designated areas.

7 FINES PROCEDURE

- 7.1** The security company may not exercise any level of discretion and must issue fines strictly according to the rules and regulations of the Estate.
- 7.2** Disputed or appealed fines must be referred to the rules committee with a written motivation from the recipient requesting a review of the fine.
- 7.3** The secretary of the rules committee or the CEO will use their discretion, taking the merits of the case and all extenuating circumstances into consideration before making a decision.

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- 7.4** A summarised scheduled record is to be kept of all disputed fines and the rules committee decision thereof, which is to be tabled at the following Board meeting.
- 7.5** In the event of further appeal or dispute of a fine, it will be referred to the rules committee for deliberation and a decision.
- 7.6** The CEO and/or a ZEMA representative is to reinforce the Estate Rules and fines procedure with contractors at monthly meetings.

8 HELICOPTERS

- 8.1** Helicopters, light aircraft and microlights may not fly lower than 300m above the Estate and may not come closer than 300m from the boundaries of the Estate.
- 8.2** Any helicopter seeking to land at Zimbali must receive written prior authorization from the CEO.

9 LANDSCAPE RULES

- 9.1** A landscaping policy has been formulated both for coherence and ecological purposes. All planting needs to be in accordance with a pre-determined indigenous planting palette. This planting list is available from the ZEMA offices. If members/residents do not comply with the landscape rules, they will be given 30 days' notice within which to comply and rectify their transgression, failing which, ZEMA will landscape the property at the owner's cost.

10 PRUNING

- 10.1** Some pruning may be done (with written permission from the ZEMA office) for specific, ecological reasons, as per the rules, but strictly not for the purpose of having a view.
- 10.2** If vegetation is destroyed without permission, the fine process is to be enforced.

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- 10.3** The CEO and/or ZEMA representative and one member of the conservation committee are to meet with the owner and their landscaper to instruct and supervise pruning.

11 SERVICE PROVIDERS LEVY

- 11.1** The monthly Service Provider's levy, as approved by the Board from time to time, is applied to regular service providers to the Estate such as gardening, cleaning and other services.

12 LETTING OF UNITS (GENERAL)

- 12.1** All leases shall be in writing and on terms and conditions approved by ZEMA. In respect of all short-term letting arrangements the prescribed Short-term Leases Agreement by Member together with all attachments including the duly signed Short-term Rental Booking Notification Form, Acknowledgement of Receipt and Short-term Tenant Code of Conduct shall constitute the relevant lease in each instance.

- 12.2** All leases shall include the following terms and conditions in favour of ZEMA:

12.2.1 The prospective tenant shall as a stipulation altered in favour of ZEMA be at all times bound by the terms and conditions of all applicable rules, and the Articles of Association/MOI and any amendments thereto;

12.2.2 No Member shall part with occupation of any unit unless, prior to doing so, the Member or his duly appointed or authorised agent submits to ZEMA the lease agreement together with any other information in respect thereof which might be required by the ZEMA and has obtained the written consent of ZEMA to conclude such lease agreement.

- 12.3** ZEMA shall be entitled to withhold any consent required under point 12 if a Member neglects or refuses to furnish ZEMA with a copy of the duly signed lease agreement and all relevant supporting documentation required by ZEMA.

- 12.4** Should any Member's tenant, or that tenant's spouse, family members, employees, guests or invitees fail to perform any obligation incumbent upon them or otherwise breach any of the terms and conditions of any rules or the Articles of

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Association/MOI ZEMA shall be entitled to do all such things and incur such expenditure as may in the opinion of the Board of ZEMA be necessary and/or requisite to procure such compliance and the costs so incurred (including legal costs on the attorney and client scale whether or not legal action is actually instituted) and any fines or penalties imposed by ZEMA shall be a debt due by the Member concerned who hereby indemnifies ZEMA and holds ZEMA harmless in respect of all such costs, fines and penalties and in respect of all claims of whatsoever nature and howsoever arising by any of his tenants (including, but not limited to, loss of keys or non-return of keys by any tenants) and any other persons occupying or entering the Estate through or at the instance of any such Member or tenant.

- 12.5** The maximum occupancy that may be permitted in terms of any lease shall be 2 (two) persons per bedroom indicated on the approved plans for any unit and no sub-letting by any tenant of any unit or portion of any unit is permitted.

12.6 Rules Applicable to Short-Term Letting

For purposes hereof "short-term letting" shall be defined as any Member letting out or parting with occupation of any unit for any period which is less than 1 (one) month and "short-term lease" and "short-term tenant" shall have a corresponding meaning.

- 12.6.1** No Members may engage in short-term letting on the Estate unless they have registered with ZEMA for short-term letting activities and furnished ZEMA with such information and paid such fees as may reasonably be required by the ZEMA from time to time in connection with ZEMA's administration of the short-term letting process via its dedicated Welcome Centre.

- 12.6.2** All Members and their duly appointed estate or other agents where applicable shall be responsible for ensuring that at all times prospective tenants and all persons occupying any unit in terms of a short-term lease are aware of the terms and conditions of the Articles of Association/MOI and all applicable rules and their obligation to comply therewith at all times.

- 12.6.3** Members shall be required to pay all prescribed fees and such other amounts and follow such administrative processes as may be determined by the Board from time to time to ZEMA in respect of each short-term lease prior to any approval being granted by ZEMA for any short-term lease or for any access to the Estate being granted to any short-term tenant. The prescribed fees and administrative processes shall be determined by the Board and may be amended by the Board from time to time and shall include but shall not be limited to, a Short-term Rental Administration Booking Fee, a Late Cancellation of Booking Fee, a processing fee for each additional occupant to cover orientation and biometric registration, a Lost/Damaged Card

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Recovery Fee and such application forms and any further leasing conditions and documents which may be required by ZEMA in order to efficiently administer short-term letting on the Estate. ZEMA may request a Member engaged in short-term letting on the Estate and who consistently receives fines or penalties associated with his short-term letting activities and/or who consistently fails to pay such fines or penalties and other fees associated with short-term letting activities to pay a fee in such amount as may be determined by the Board of ZEMA from time to time to be credited to the Members levy account and held separately and applied by ZEMA towards any such Member liability that may arise going forward.

12.6.4 All short-term tenants shall be obliged to undergo ZEMA's prescribed orientation and to furnish ZEMA with such documentation and particulars as may be required by ZEMA prior to them being granted access to the Estate. This shall include, but shall not be limited to, the requirement that valid identity documents, passports or birth certificates (or duly certified copies thereof) be furnished to ZEMA in respect of all persons seeking to obtain access to the Estate pursuant to any short-term lease.

12.6.5 All rights of access to the Estate shall only endure for the term of the short-term lease and all rights of access including all relevant access cards that may be issued shall expire and shall be automatically terminated by ZEMA on expiry of the term of any short-term lease. Short-term tenants may only admit visitors or invitees to the Estate on the production of a valid VMS code requested from and issued by the relevant letting Members in their sole discretion and all such visitor access shall be subject to strict compliance with the provisions of rule 2 pertaining to security and any Access Rules referred to therein.

12.6.6 Whilst on the Estate all short-term tenants and all of their guests and invitees shall be bound to the same extent as any Member to comply with the Articles of Association/MOI and all applicable rules.

12.6.7 All short-term tenants shall be obliged to park all vehicles within the confines of the relevant unit which is leased and may not utilise the road verges or any other portions of the common areas of the Estate for parking purposes. Short-term tenants shall not be entitled to access to the Estate for more motor vehicles than are permitted by ZEMA for the unit concerned pursuant to the relevant short-term leasing application.

12.6.8 No short-term tenants shall be entitled to bring any animals or pets into the Estate.

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12.6.9 Although the use of internet based letting portals is not restricted, Members are still obligated to ensure full compliance with all of ZEMA's requirements as well as to ensure that such letting does not breach any applicable laws, by-laws or other applicable restrictions and does not constitute the use of any unit for non-residential purposes. ZEMA shall be free from any liability in this regard including any loss arising as a result of any Member being unable to, or otherwise failing to, comply with his letting obligations for any reason whatsoever.

12.6.10 The zoning and permissible use of all units on the Estate is governed by the municipal land use planning scheme in force from time to time and relevant title deed restrictions and the consent by ZEMA to any short-term lease or ongoing short-term letting conducted by any Member may not be construed as a representation by ZEMA that any short-term letting activities are permissible in terms of any applicable laws, by-laws or other restrictions imposed on any Member or any unit by any competent authority or in terms of any other contractual (including insurance) obligations, and Members and short-term tenants indemnify ZEMA in respect of all and any responsibilities or liabilities howsoever arising should such short-term letting activities be non-compliant with any such other laws, by-laws, restrictions or contractual obligations.

12.6.11 Any member conducting short-term rentals on the estate needs to register their property with ZEMA.

12.6.12 All members making use of agents to facilitate short-term rental bookings are to ensure that the agent is registered with ZEMA.

12.6.13 Any member or agent conducting short term rental booking may only book with ZEMA through the adopted technology platform as amended from time to time.

12.6.14 Members are to ensure that all properties conducting short term rentals must be graded annually by the Tourism Grading Council of South Africa.

12.7 To the extent that any letting authority or any access rights have been granted to any Member or tenant by ZEMA, the terms and conditions thereof shall be deemed to be amended by all and any amendments of the rules from time to time and in the event of any conflict the rules shall take precedence over any conflicting terms and conditions contained in any prior authority.

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SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

- 12.8** The provisions of rules 12.1 to 12.8 shall not apply to Hotel Members which nevertheless still remain bound by the remaining provisions of the Articles of Association/MOI and all other rules applicable to Hotel Members from time to time.
- 12.9** All persons leasing including those residing on the property on a long-term basis shall be required to conduct an MIE check at least once annually for the duration of their lease. Annually being defined as every 12 months starting from the commencement date of the lease.

13. CRIMINAL CHECKS

A Police Clearance Report/MIE CHECK is a prerequisite before any agreement can be signed.

14. PARCEL COUNTER SERVICE

- 14.1** ZEMA will accept parcel deliveries on behalf of Members at the ZEMA Parcel Counter which has been set up at the Westgate entrance and is staffed by ZEMA.
- 14.2** ZEMA does not guarantee the continual provision of this parcel counter service to Members which may be suspended from time to time on notice to Members.
- 14.3** Holding capacity at the parcel counter is limited and the ZEMA parcel counter service may not be used for the delivery of furniture, perishable items (food, flowers and the like) and large packages or parcels. In this event, Members must instead arrange door to door delivery to their properties within the Estate. VMS codes must be issued by Members to facilitate delivery of the aforesaid items.
- 14.4** The ZEMA Parcel Counter operating hours for both deliveries and collection by Members will be determined by ZEMA in accordance with the operational requirements from time to time.
- 14.5** ZEMA will send a notification to the responsible Member as soon as a parcel is delivered to the parcel counter and all deliveries must be collected within 3 (three) days of the date of the notification having been sent by ZEMA to the responsible Member. ZEMA reserves the right to take such steps and impose penalties as may be determined by the Board from time to time on Members who fail to comply with the 3 (three) day collection timeframe.

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SELLER INITIALS: _____

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WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____

- 14.6** Persons collecting goods held at the parcel counter will need to produce proof acceptable to the ZEMA staff at the parcel counter to satisfy them that they are duly authorised to do so.
- 14.7** All persons (including but not limited to Members, residents, their family members and employees) utilising the ZEMA parcel counter service do so entirely at their own risk. ZEMA accepts no responsibility under any circumstances whatsoever for damages or loss of whatsoever nature that may arise either directly or indirectly from the delivery to or storage at or collection of parcels from the ZEMA parcel counter on behalf of or for any person. All persons utilising the ZEMA parcel counter indemnify ZEMA in respect of all claims for any such damages or loss.
- 14.8** Any item that may pose a health or safety risk to any of ZEMA's employees or the Estate in general will be rejected or appropriately disposed of by ZEMA.
- 14.9** ZEMA shall not be liable under any circumstances for any loss or damages arising from the exercise of any of its rights.

15. AMENDMENTS

These rules may be amended, altered or additions made by the ZEMA Board of Directors as and when the need arises in terms of the Articles of Association/MOI.

SELLER INITIALS: _____

PURCHASER INITIALS: _____

WITNESS 1: _____ WITNESS 2: _____

WITNESS 1: _____ WITNESS 2: _____