



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)

Resolution of Co-Owner (Annexure I)

Resolution of Juristic Entity (Annexure J)

Member Profile Summary & Checklist (Annexure K)

Correspondence Form completed and signed

Property Declaration form completed and signed

Special Conditions on Agreement



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.

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).....

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 Zimbali 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 Zimbali 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)

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 Incorporation 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 in 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;

- 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 *Elusdem 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 therefor 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**

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 Zimball 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

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 1.18 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

- 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 levy**. 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 levy shall be calculated on the ex VAT amount.

- 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, a PROPERTY TRANSFER LEVY. This levy 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.

- 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 14.

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 -

- 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 change 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 Zimbali as created in Notarial Deed of Servitude No. K 304/95.
- 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 failing 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 19.1 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

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 Zimbali Country Club;
 - 17.2.5.3 the transferee purchases from the Zimbali 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 Administrative Levy 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.

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 1.15 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 1.15 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.

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:

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 PURCHASERS 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.

- 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

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

- 33.1.1 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 Zimballi, 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 1.11 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 of 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:**

- 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

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 Zimbali Country Club, any benefits conferred upon the Zimbali Country Club in terms of this CONTRACT OF SALE, which the ASSOCIATION warrants it is authorised to do.

DATED at.....this..... day of20.....

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 of20.....

AS WITNESS:

1.

2.

SELLER

DATED at.....this..... day of20.....

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 Zimbali Country Club in terms of this CONTRACT

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") FOR ZEMA
ANNEXURE "H"	-	CONSENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT , 2013 ("POPI") FOR ZCC
ANNEXURE "I"	-	RESOLUTION OF CO-OWNER
ANNEXURE "J"	-	RESOLUTION OF JURISTIC ENTITY
ANNEXURE "K"	-	MEMBER PROFILE SUMMARY & CHECKLIST

OTHER ANNEXURES:



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 "E" 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.



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.

DATEDat.....this..... day of20.....

AS WITNESS:

1.

2.

GRANTOR

DATEDat.....this..... day of20.....

AS WITNESS:

1.

2.

GRANTEE

ANNEXURE "B"

FROM:		ZEMA ACCOUNT N^o. <i>For Office Use</i>
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

COMPOSITE MEMBERSHIP

ZIMBALI
COUNTRY CLUB

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	3630
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

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: _____

**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/TRUSTEE NAME	_____ ID NUMBER	_____ SIGNATURE
--	---------------------------	---------------------------

_____ DIRECTOR/MEMBER/TRUSTEE NAME	_____ ID NUMBER	_____ SIGNATURE
--	---------------------------	---------------------------

_____ DIRECTOR/MEMBER/TRUSTEE NAME	_____ ID NUMBER	_____ SIGNATURE
--	---------------------------	---------------------------

_____ DIRECTOR/MEMBER/TRUSTEE NAME	_____ ID NUMBER	_____ SIGNATURE
--	---------------------------	---------------------------

_____ DIRECTOR/MEMBER/TRUSTEE NAME	_____ ID NUMBER	_____ SIGNATURE
--	---------------------------	---------------------------

_____ DIRECTOR/MEMBER/TRUSTEE NAME	_____ ID NUMBER	_____ SIGNATURE
--	---------------------------	---------------------------

_____ DIRECTOR/MEMBER/TRUSTEE NAME	_____ ID NUMBER	_____ SIGNATURE
--	---------------------------	---------------------------

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

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.

**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/TRUSTEE NAME	ID NUMBER	SIGNATURE

DIRECTOR/MEMBER/TRUSTEE NAME	ID NUMBER	SIGNATURE

DIRECTOR/MEMBER/TRUSTEE NAME	ID NUMBER	SIGNATURE

DIRECTOR/MEMBER/TRUSTEE NAME	ID NUMBER	SIGNATURE

DIRECTOR/MEMBER/TRUSTEE NAME	ID NUMBER	SIGNATURE

DIRECTOR/MEMBER/TRUSTEE NAME	ID NUMBER	SIGNATURE

DIRECTOR/MEMBER/TRUSTEE NAME	ID NUMBER	SIGNATURE

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



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.



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

ANNEXURE "G"

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:



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 form 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 4of 2013, which consent is permitted in terms of section 18(4) of the Act.

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: _____

RESOLUTION OF CO-OWNER

DATE: _____ / _____ / _____

NOTIFICATION TO ZEMA OF DULY AUTHORISED REPRESENTATIVE OF CO-OWNERS

We the undersigned co-owners of the immovable property described below hereby nominate _____ (Full Names) to be our duly authorised representative as envisaged in Article 10.2.1 of the Memorandum of Incorporation of Zimbali Estate Management Association (RF) NPC (Registration Number: 1995/000581/08) ("the Association"), to act on our behalf in relation to all matters pertaining to our membership of the Association, including but not limited to attending, speaking or voting at general meetings of the Association and to bind all co-owners in this regard.

DETAILS OF DULY AUTHORISED REPRESENTATIVE

Property Details:	
Levy No:	
Full Names of Nominee:	
Title:	
Identity/Passport #:	
Cell Phone:	
Email Address:	

Signatures of all co-owners

1. _____ Date: _____
2. _____ Date: _____
3. _____ Date: _____

RESOLUTION OF JURISTIC ENTITY

RESOLUTION PASSED AT A MEETING OF THE DIRECTORS/MEMBERS/TRUSTEES OR WRITTEN RESOLUTION PASSED BY THE DIRECTORS/MEMBERS/TRUSTEES OF

CO/CORP/TRUST _____

REGISTRATION NUMBER /CK NUMBER /IT NUMBER _____

HELD AT _____ ON THE DAY OF _____ 2026

RECORDAL:

The Company/Corporation/Trust is a Member of the ZIMBALI ESTATE MANAGEMENT ASSOCIATION (RF) NPC ("the Association") (Registration Number: 1995/000581/08) and hereby wishes to appoint a duly authorised representative in terms of Article 10.3 of the Memorandum of Incorporation of the Association.

RESOLVED:

Full names _____

Identity number _____

in his/her capacity as _____

is hereby appointed as the duly authorised representative until further notice, to act in relation to all matters pertaining to the Company's/Close Corporation's/Trust's (delete as applicable) membership of the Association.

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

ON THIS _____ DAY OF _____ 2026

Full Name	Email	Cell Number	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Additional Verification Documents Required

1. CIPC/Trust documentation
2. ID documents of all Directors/Members/Trustees



ZIMBALI

ESTATE

Member Profile Summary & Checklist

Property Details						
Erf Details						
Street Address						
Type of Ownership						
Duly Authorised Representative						
Duly Authorized Contact Number						
Email Address						
General Document Checklist						
Type of Ownership	Ind					
Sales Agreement	Yes		No		N/a	
AGM Document Checklist						
Deed of Transfer	Yes		No			
ID copy (Individual)	Yes		No		Na	
ID Copies (Co-owners)	Yes		No		Na	
CIPC Document	Yes		No		N/a	
ID Copies (Company Directors)	Yes		No		N/a	
ID Copies (Trustees)	Yes		No		N/a	
Letter of Authority	Yes		No		N/a	
Resolutions						
Co-owner Resolution for Duly Authorised	Yes		No		N/a	
Company Resolution for Duly Authorised	Yes		No		N/a	
Trustee Resolution for Duly Authorised	Yes		No		N/a	

Verification:			
Full Name	Date	Notes	Signature



ZIMBALI
— ESTATE —

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		



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.

Seller's Name : _____

Property Address : _____

		<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 ?			

		<u>Yes</u>	<u>No</u>	<u>Unsure</u>
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.

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.

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.