

OFFER TO PURCHASE
CONVENTIONAL ERF:
KLIPHEUWEL LIFESTYLE ESTATE

BETWEEN

KLIPHEUWEL LIFESTYLE ESTATE (PTY) LTD

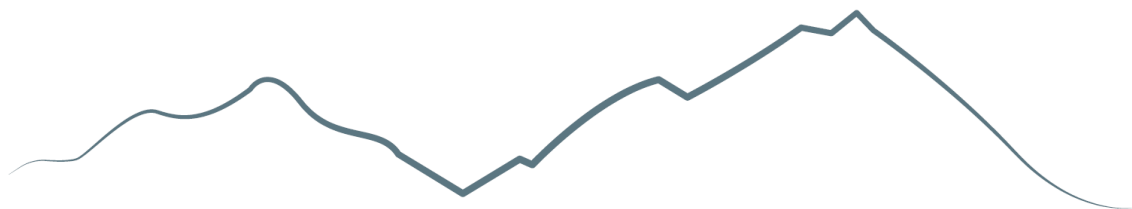
Registration No: 2022/394080/07

(hereinafter referred to as the "SELLER")

AND

Identity/Registration No: _____

(hereinafter referred to as the "PURCHASER")



KLIPHEUWEL
- E S T A T E -

A. SCHEDULE:

1. Details of the Seller:

- 1.1 Full Name: **KLIPHEUWEL LIFESTYLE ESTATE (PTY) LTD** represented by Jacob Dawid Mostert, duly authorised thereto by Resolution
- 1.2 Reg. No: **2022/394080/07**
- 1.3 Address: **44 Marsh Street
Mossel Bay
Western Cape**
- 1.4 VAT No: **4950306441**

2. Details of the Purchaser:

Full Name: (if married in community of property, complete for both spouses)

Identity / Registration Number: (if married in community of property, complete for both spouses)

Marital Status:
☐ Unmarried ☐ In community of property (attach marriage certificate) ☐ Out of community of property (attach marriage certificate & antenuptial agreement) ☐ Muslim Marriage (attach proof)

Residential Address: (attach latest proof of address)
Income Tax Number: (attach proof)
VAT Registration Number: (attach proof)

Bank Details: (attach proof)
Account Name:
Bank Name:
Account No:
Branch Name:
Branch Code:

Email address:	
Contact number:	

3. Details of Property:

ERF _____ LITTLE BRAK
 IN THE MUNICIPALITY AND DIVISION OF MOSSEL BAY
 PROVINCE OF THE WESTERN CAPE

IN EXTENT _____ Square Metres

(As will more fully appear on the attached Site Development Plan – **Annexure 2**)

4. Details of Estate Agent:

Agency:	
Agent:	

5. Details of Conveyancer:

- 5.1 Full Name: **FIONA WILLIAMSON ATTORNEYS INC**
- 5.2 Address: **9 Mitchell Street
Mossel Bay
Western Cape**
- 5.3 Liaison: **Fiona Williamson / Suegnet van Rensburg**
- 5.4 Telephone: **044 333 0127**
- 5.5 E-mail: fiona@fwlaw.co.za / suegnet@fwlaw.co.za
- 5.6 VAT No: **4710283617**
- 5.7 Trust Bank Account Details:

Account Name: FIONA WILLIAMSON ATTORNEYS INC
Bank Name: **STANDARD BANK**
Account No: 281 861 080
Branch Name: George
Branch Code: 051001
Reference No: **SURNAME + ERF NUMBER**

6. Purchase Price:

Purchase Price (VAT included)	
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7. Payment of Purchase Price:

7.1	A non-refundable Reservation Fee, payable within 24 hours of date of signature	R15 000.00 (fifteen thousand Rand)
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7.2	A Deposit of at least 10% of the purchase price, less the Reservation Fee in clause 5.1, within 14 days of date of signature	
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AND

7.3	On Registration of Transfer, the amount secured by a bond over the Property	
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AND/OR

7.4	The shortfall amount of the bond amount, less the Reservation Fee, less the Deposit, if any	
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8. Seller's Bond Originator:

- 8.1 The Purchaser agrees that, should they require mortgage finance to fund the purchase price or a portion thereof, they shall, within **7 (seven) days** of the acceptance of this agreement, apply for such finance through the Seller's nominated bond originator:

Mortgage Max – Sonet Calitz
082 800 1966
sonet@mortgagemax.co.za

- 8.2 The Purchaser shall cooperate fully with the nominated bond originator and provide all necessary documentation and information required for the bond application.
- 8.3 The costs related to the services of the nominated bond originator shall be borne by the Seller.

9. Mortgage Bond:

- 9.1 If this offer is conditional upon the Purchaser being granted a loan from a registered credit provider/financial institution in an amount of not less than R _____ (_____), the stipulations in paragraph 4.1 of the terms and conditions apply.

- 9.2 If this offer is not subject to bond approval, the sale is unconditional and the stipulations in paragraph 4.1 of the terms and conditions do not apply.

10. Annexures:

- 10.1 Annexure 1: Client Investment Mandate
- 10.2 Annexure 2: Site Development Plan
- 10.3 Annexure 3: Klipheuwel General Plan
- 10.4 Annexure 4: CPA Acknowledgements
- 10.5 Annexure 5: Immovable Property Condition Report

11. Preamble:

- 11.1 The Seller is the registered owner of Erf 1412 Little Brak River.
- 11.2 The Seller is developing or has developed a residential lifestyle estate on Erf 1412 Little Brak River, which residential erven are offered for sale.
- 11.3 The Seller agrees to sell and the Purchaser agrees to purchase the residential erf in the Development as outlined in clause 3 of the Schedule (hereinafter referred to as "The Property").

12. Important Notice:

Although we have made every effort to ensure this Agreement is written in plain language, we understand that some terms or phrases may still be confusing or overwhelming.

We encourage you to discuss any part of this Agreement—whether a specific word, phrase, concept, or definition—with our Conveyancer, who will explain them to you. We also recommend that you seek independent legal advice if necessary.

Please carefully review this Agreement and its Annexures, as it will become a legally binding contract. You will be asked to confirm that you fully understand the content, particularly the clauses you are required to initial. Initialling specific clauses will not affect the enforceability of any other clauses in the Agreement. Do not overlook any clauses that are not highlighted, as all terms are binding and enforceable.

Both parties must sign at the designated spots and initial every other page of this Agreement and its Annexures.

B. TERMS AND CONDITIONS IN RESPECT OF THE SALE OF IMMOVABLE PROPERTY AGREEMENT:

1. Interpretation:

Unless such meaning is inconsistent with the context, the following terms shall throughout this AGREEMENT have the meanings respectively ascribed to them, namely:

- 1.1 **"Agent"** means the Estate Agency described in clause 4 of the Schedule;
- 1.2 **"Agreement"** shall mean this AGREEMENT between the parties with the terms and conditions contained herein and annexures attached hereto, and which shall form part of this AGREEMENT;
- 1.3 **"Annexures"** means the documents specified in clause 10 of the Schedule;
- 1.4 **"Approved Bond"** refers to the issuance of a loan offer and pre-agreement from a bank, as defined by Section 92 of the National Credit Act No. 34 of 2005.
- 1.5 **"Arbitration Act"** means the Arbitration Act No 42 of 1965 (as amended);
- 1.6 **"Building Contract"** is the agreement to be signed between **KLIPHEUWEL LIFESTYLE ESTATE (PTY) LTD (Registration No: 2022/394080/07)** ("**Klipheuwel**"), referred to as "the Contractor," and the Purchaser.
- 1.7 **"Business Day"** means any day that is not a Saturday, Sunday or South African public holiday;
- 1.8 **"Commission"** means the commission due to the Estate Agent;
- 1.9 **"Companies Act"** means the Companies Act No 71 of 2008 (as amended);
- 1.10 **"Constitution"** means the constitution of the HOA from time to time and it includes without limitation all annexures thereto and rules promulgated thereunder from time to time;
- 1.11 **"Contractor"** means a building contractor approved by the Developer or the HOA in terms of the Constitution or criteria determined by the Developer or the HOA and employed by the Purchaser for the construction of Improvements;
- 1.12 **"Conveyancer"** means the conveyancer described in clause 5 of the Schedule;
- 1.13 **"CPA"** means the Consumer Protection Act No 68 of 2008, as amended;
- 1.14 **"Developer"** means the developer, as contemplated in the Constitution;

- 1.15 **"Development"** refers to the residential housing development by the Seller, known as Klipheuwel Lifestyle Estate, as set out on General Plan No. SG 1645/2023;
- 1.16 **"Fidelity Fund Certificate"** means the Fidelity Fund Certificate contemplated in section 47(1) of the Property Practitioners Act;
- 1.17 **"Guidelines"** means the guidelines referred to in clause 10 of the Schedule, which document contains the following information and documentation in respect of the Klipheuwel Development:
- 1.17.1 Design guidelines;
 - 1.17.2 Building Rules and Regulations;
 - 1.17.3 Estate Rules; and
 - 1.17.4 Any relevant annexures to the documents listed in 1.17.1, 1.17.2 and 1.17.3 above;
- 1.18 **"Homeowners' Association"** means the Klipheuwel Lifestyle Estate Home Owners' Association, established as a legal entity under Section 29(1) of the Municipal Land Use Planning Ordinance 15 of 1985.
- 1.19 **"Party or Parties"** means the Party or Parties to this Agreement;
- 1.20 **"Property"** refers to the property described in clause 3 of the Schedule, forming part of the Klipheuwel Development.
- 1.21 **"Purchase Price"** means the purchase price payable by the Purchaser in respect of the Property which purchase price includes VAT and which amount is stipulated in clause 6 of the Schedule;
- 1.22 **"Purchaser"** means the person or persons / entity or entities, as the case may be, described more fully in clause 2 of the Schedule;
- 1.23 **"Schedule"** refers to the information contained in paragraph A, which is an essential part of this Deed of Sale.
- 1.24 **"Seller"** means the entity described more fully in clause 1 of the Schedule;
- 1.25 **"Signature Date"** means the date on which this Agreement is signed by the Party signing last in time;
- 1.26 **"Site Development Plan"** means plan depicting the Klipheuwel Development, which is annexed hereto as Annexure 2
- 1.27 **"Transfer"** means registration of transfer of the Property into the name of the Purchaser in accordance with the provisions of the Deeds Registries Act No.47 of 1937 (as amended);

- 1.28 **“Transfer Costs”** means the cost of registration of Transfer arising herefrom calculated with reference to the fee chargeable in terms of the recommended guideline of conveyancing fees, and all incidental disbursements necessary to effect registration, together with VAT on such costs and disbursements, but specifically excluding any costs relating to mortgage bond registration;
- 1.29 **“Transfer Date”** means the date on which the Transfer is registered in the name of the Purchaser in the Deeds Office;
- 1.30 **“Trust Account”** means the trust bank account of the Conveyancer which details are set out in clause 5.7 of the Schedule;
- 1.31 **“VAT”** means Value Added Tax as defined by the VAT Act, as amended from time to time;
- 1.32 Words importing the singular shall include the plural and vice versa;
- 1.33 Words importing natural persons includes legal persons and partnerships and vice versa;
- 1.34 Words importing one gender includes the other genders;
- 1.35 Any reference to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time;
- 1.36 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.37 The clause headings in this Agreement have been inserted for reference purposes only and shall not affect the interpretation of any provision of this Agreement;
- 1.38 If any period is referred to in this Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding Business Day;
- 1.39 This Agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa;
- 1.40 Expressions defined in this Agreement shall bear the same meanings in any annexure hereto which does not contain its own definitions.

2. Sale of the Property:

- 2.1 Subject to paragraph 4 below, the Seller hereby sells, and the Purchaser hereby purchases the Property at the Purchase Price, inclusive of VAT, and subject to the terms and conditions of this Agreement.
- 2.2 If more than 1 (one) purchaser is purchasing the Property jointly, the Purchasers shall be jointly and severally liable for all of their obligations in terms of this Agreement.

3. Purchase Price & Payment:

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

- 3.1 The **non-refundable Reservation Fee**, contained in clause 7.1 of the Schedule, within **24 (twenty four) hours** of Signature Date to the Conveyancer. The Reservation Fee shall be non-refundable if suspensive conditions are not met, for whatever reason, and shall be payable to the Seller in the event of cancellation of this Agreement.
- 3.2 A **Deposit** of at least **10% (ten percent)** of the Purchase Price, **less the Reservation Fee**, as contained in clause 7.1 of the Schedule, to the Conveyancer, within **14 (fourteen)** days of Signature Date.
- 3.3 The **Balance of the Purchase Price**, inclusive of VAT, being the amount contained in clause 6 of the Schedule, less the Reservation Fee in paragraph 3.1 above, less the Deposit in paragraph 3.2 above, and if applicable, less the amount in paragraph 3.4 below, against registration of transfer of the Property into the name of the Purchase in the Deeds Office.
- 3.4 If applicable, the amount contained in clause 7.4 of the Schedule, within **7 (seven) days** from the date on which the Purchaser is **requested by the Conveyancer** to make such payment, payable to the Seller against registration of transfer of the Property into the name of the Purchase in the Deeds Office.
- 3.5 The Purchaser is required to furnish the Conveyancer with a written guarantee from a recognised financial institution, deemed acceptable by the Seller, ensuring payment of the balance of the purchase price, inclusive of VAT. This guarantee shall be provided within **15 (fifteen)** days from the date of receipt of bond approval. Additionally, the Purchaser waives the right to insist that the Seller may only request such guarantee when the property transfer is lodged with the Deeds Office, and agrees to provide the guarantee in accordance with the terms set out herein.
- 3.6 The amounts payable by the Purchaser to the Conveyancer pursuant to paragraphs 3.1, 3.2, 3.3 and 3.4 above and all further amounts paid by the Purchaser in respect of this agreement will be held in trust by the Conveyancer pending registration of transfer of the property into the name of the Purchaser,

and the Conveyancer is hereby instructed to invest such amount with a deposit-taking institution of their choice on the basis that:

- 3.6.1 the amount is invested in an interest-bearing account;
- 3.6.2 the interest-bearing account contains a reference to section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014);
- 3.6.3 the interest which accrues on such investment is to be for the benefit of the Purchaser and will be paid, after deducting the Conveyancer's professional fee for administering the investment, and payment of 5% of the interest earned to the Legal Practitioners Fidelity Fund, to the Purchaser on registration of transfer of the property into the name of the Purchaser; and
- 3.6.4 the purchase price paid by the Purchaser in terms of clause 6 of the Schedule will be paid to the Seller against registration of transfer of the property into the name of the Purchaser.

4. Suspensive Conditions:

4.1 Approval of a Mortgage Bond:

- 4.1.1 This Agreement is conditional upon the Purchaser being granted an approved bond from a registered credit provider/financial institution for not less than the amount (if any) contained in clause 9 of the Schedule, or any lesser amount in the discretion of the Purchaser, upon the security of a first mortgage bond to be registered against the title of the Property.
- 4.1.2 If the loan is not approved within 30 (thirty) days after signature date, this Agreement shall become null and void. Consequently, the Seller shall refund to the Purchaser all amounts paid in accordance with paragraph 3 above, excluding the non-refundable Deposit, together with any accrued interest on such amounts. The Seller, however, reserves the absolute discretion to extend the aforementioned 30 (thirty) day period for an additional 15 (fifteen) days.
- 4.1.3 The approved bond shall be deemed to have been granted in written form by the credit provider/financial institution, as soon as the credit provider/financial institution issues the prescribed pre-agreement statement and/or a quotation in the prescribed form, as set out in Section 92(2) of the National Credit Act of 2005, for the Purchaser's signature, or any other written document confirming that a bond has been approved (even if only in principle), and, whether or not the Purchaser actually agrees to such specific terms and conditions set by the credit provider/financial institution and whether or not notice of such

bond approval is conveyed to the Seller or its agent within the time period or on/before the date set out in paragraph 4.1.2 above.

- 4.1.4 The Purchaser undertakes to use his best endeavours to ensure that the loan is granted timeously and undertakes to sign all such documentation and to co-operate with the Seller fully in order to ensure that the said loan is approved.
- 4.1.5 The Purchaser hereby authorises the Seller's Bond Originator, as stipulated in clause 8 of the Schedule, to apply for this loan on his behalf.
- 4.1.6 In the event that the Purchaser fails to apply for a loan within the specified time period as required under this Agreement, the Seller shall be authorised, at its sole discretion, to appoint a bond originator on behalf of the Purchaser to facilitate the loan application process. The Purchaser shall be obliged to promptly provide all necessary information and documentation required to complete the loan application. If the Purchaser is a company, close corporation, trust, or married, the individuals signing on behalf of the Purchaser hereby bind themselves as sureties and co-principal debtors with the Purchaser for the due and punctual fulfilment of all the Purchaser's obligations under this Agreement. The Purchaser also undertakes to procure the signatures of such persons. Should the Seller arrange the loan on behalf of the Purchaser, the provisions of paragraph 4.1 shall be deemed to have been fulfilled. The Purchaser shall thereafter be obliged to promptly sign all necessary bond documents to give effect to the loan and shall be responsible for all costs associated with the registration of the bond, including but not limited to attorney fees and any related disbursements.

4.2 Sale of the Purchaser's Existing Property:

- 4.2.1 This agreement is specifically subject to the successful sale of the Purchaser's existing property situated at:

(hereinafter referred to as the second property) which property have to be sold by no later than _____ and guarantees for the purchase price to be delivered by no later than _____.

The attorneys nominated to deal with this transfer is:

4.2.2 Should the conditions in 4.2.1 not be fulfilled, this agreement shall lapse and become null and void and neither party shall have any claim against either arising thereof.

4.2.3 Transfer of the Property sold in terms of this agreement shall not be registered before the transfer of the Purchaser's property mentioned in clause 4.2.1.

5. Value Added Tax (VAT):

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

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

6. Transfer and Costs:

6.1 Transfer of the Property shall be effected by the Conveyancer as soon as possible after the fulfilment of the suspensive conditions in paragraph 4.

6.2 The Purchaser undertakes to sign all requisite documents for purposes of registration of Transfer upon being so requested by the Conveyancer.

6.3 **Should transfer be delayed by the Purchaser for whatever reason and/or the Purchaser fail to deliver guarantees and/or meet any other financial obligation in this Agreement, then the Purchaser shall pay to the Seller interest on the full purchase price at the prime overdraft rate plus 3% (three per centum) charged by the Seller's bankers from time to time calculated from the date that the Seller's attorneys (acting as experts) certify in writing that in their opinion the transfer ought reasonably to have been registered, but for such delay. In the event of non-fulfilment of a financial obligation or failure to deliver a guarantee, such penalty interest shall accrue from the due date for delivery of the guarantee/payment up until the actual date of delivery of the guarantee/payment or the date upon which the Purchaser has complied with all of the Purchaser's obligations relating to transfer (whichever is the later). The penalty interest shall be paid by the Purchaser to the Seller prior to transfer of the property.**

INITIAL _____

6.4 It is recorded that the fees of the Conveyancer, pertaining to the transfer of the Property, as envisaged in paragraph 6.1 above, shall be paid by the Seller, as these fees are, for all intents and purposes included in the Purchase Price of the Property.

- 6.5 The fees to register the mortgage bond (if applicable) as specified in clause 4.1 below, shall be for the account of and be borne by the Purchaser.

7. Occupation, Possession and Risk:

- 7.1 Occupation and possession of the Property will be given and taken up by the Purchaser on the Transfer Date, from which date the Purchaser shall be entitled to every benefit and income arising from the Property and from which date the Property shall be held by the Purchaser at his sole risk.
- 7.2 The Purchaser shall, from the Transfer Date, be liable for the payment of the Property's rates, electricity, water, refuse and sewerage costs, connection fees, municipal deposits, all other related charges in respect of the Property and all amounts due to the HOA in terms of the Constitution and this Agreement.
- 7.3 Any payments made by the Seller towards the amounts referred to in clause 7.2 for the period after the Transfer Date shall be refunded by the Purchaser against the Seller's demand for such payment or the date of Transfer, whichever occurs first.
- 7.4 The Purchaser acknowledges that after the Transfer Date, development operations will be in progress on the Klipheuwel Development and that it may suffer inconvenience, noise and dust as a result thereof. The Purchaser waives all claims which it may acquire against the Seller and/or the HOA arising from such inconvenience, noise or dust.**

INITIAL _____

- 7.5 Under no circumstances whatsoever shall the Seller be liable to the Purchaser for any loss, damage, liability, and expense suffered by the Purchaser pursuant to the Purchaser's occupation of the Property prior to the date of Transfer.
- 7.6 The Purchaser shall indemnify and hold harmless the Seller and its employees, agents, contractors, successors and assigns from and against all loss, damage, liability, and expense arising from any claim brought against any such indemnified party by a third party as result of the Purchaser's occupation of the Property prior to the date of Transfer.

8. Property Conditions, Servitudes and Rezoning:

- 8.1 Provided that the CPA does not apply to this Agreement, the Property is sold *voetstoots* to the Purchaser.
- 8.2 The Parties acknowledge that they have not made any representations or warranties not expressly contained herein and they have not been influenced by any representations made by or on behalf of a Party to enter into this Agreement, save as expressly set out below"**

Without limiting the generality of the afore going, it is expressly noted that the marketing model and architectural designs for Klipheuvel Lifestyle Estate are pending final approval from the Mossel Bay Municipality for any future development. The Seller will not be held responsible for any amendments made to the layout, building designs, landscaping, or other features as shown in the marketing materials.

INITIAL _____

- 8.3 If upon the measurement of the Property the extent of the Property is found to be greater than the extent as set out in clause 3 of the Schedule, the Purchaser shall not be liable for any excess. Conversely, if the extent thereof is found to be less than the extent as set out in clause 3 of the Schedule, the Seller shall not be liable for any shortfall.
- 8.4 The Seller shall indicate to the Purchaser the beacons or boundary pegs of the Property prior to date of Transfer and the Seller shall not be obliged again to indicate to the Purchaser or to locate the beacons or boundary pegs of the Property after the date of Transfer. The Purchaser furthermore acknowledges that he will satisfy himself as to the location of the boundary pegs or beacons and that same are an accurate reflection of the Site Development Plan attached hereto as **Annexure 2** before date of Transfer.
- 8.5 If the Property has been erroneously described herein, such mistake or error shall not be binding upon the Parties but the correct description, as agreed by the Parties, shall apply, and they shall effect rectification of this Agreement accordingly.
- 8.6 The Property is sold subject to the provisions of the Constitution, all such conditions as are mentioned and/or referred to in the title deed/s relating to the Property, all rights and encumbrances set out in the conditions of establishment and/or contained in the relevant township plan, such conditions as are or may hereafter be imposed by any local authority, including the conditions imposed in respect of the rezoning and/or subdivision of the Land.
- 8.7 The Purchaser acknowledges and agrees that it has satisfied itself as to the condition of the Property and it is accordingly agreed that the Seller shall not be required to level the Property or carry out any earthworks or landscaping in respect thereof.
- 8.8 The Purchaser hereby acknowledges that he is aware of the building restrictions applicable to the Property in that the building guidelines pertaining to height, boundary restrictions, distance from the access road and the like, which will be binding on the Purchaser and his successors-in-title.
- 8.9 **The Seller shall be entitled to register such servitudes across the Property and Development as may be necessary for the purposes of the installation of services, including, *inter alia*, gas, electricity, telephone,**

television, sewerage, storm water drainage, solid waste removal and water supply. The Seller shall also be entitled to receive materials in this regard or permit the necessary excavation on the property.

INITIAL _____

9. Building Contract:

- 9.1 The Purchaser is contractually, in terms of this Agreement, obliged to and he/she undertakes to, upon Signature Date, enter into a Building Contract, with KLIPHEUWEL LIFESTYLE ESTATE (PTY) LTD (Registration No: 2022/394080/07) ("Klipheuwel"), hereinafter (and also in the Building Contract), referred to as "the Contractor", for the construction of a Dwelling House on the Property, a copy of which Building Contract, is attached hereto for identification purposes and marked "BUILDING CONTRACT". It is recorded that this provision and the provisions of clause 9.4 below, constitute *stipulatio alteri* in favour of the Contractor, which benefit it accepts by its functionary's signature hereto.

INITIAL _____

- 9.2 If the Purchaser fails to sign the Building Contract on time or meet all the obligations in the Building Contract (as mentioned in clause 9.1), and this failure leads to the termination of the agreement, and if the Property has already been transferred to the Purchaser, the Seller can demand that the Property ownership reverts back to the Seller or their nominee. The Seller has the sole discretion to do this and will repay the Purchaser the original Purchase Price. However, the Seller will deduct all costs incurred during the initial transfer of the Property to the Purchaser and other costs due to the incomplete or terminated Building Contract. These costs include transfer fees, VAT or transfer duties, agent's commission, architect's fees for building plans, application fees to the municipality, capital contributions and any damages the Seller suffered due to the breach. Additionally, the Purchaser must cover the costs for the transfer of the Property back to the Seller, including transfer duties, VAT (if applicable), and bond cancellation fees. The re-transfer will be handled by the conveyancers as per this agreement
- 9.3 The Purchaser is required to sign all the necessary transfer documents upon demand. If the Purchaser fails to do so, by signing this Agreement, they give the Seller or the Seller's agent the authority to sign the transfer documents on their behalf and take any actions required to complete the transfer as outlined in clause 9.2 above. This authority is irrevocable.
- 9.4 The Purchaser must pay the Contractor a deposit of R50,000.00 (fifty thousand rand), including VAT, within 60 days from the Signature Date, which amount shall be held in trust by the Conveyancer. This deposit shall secure the Contractor's responsibilities related to preparing, amending and having the Building Plans approved for dwelling house to be constructed on the Property,

as well as any other costs the Contractor may incur under the Building Contract. The Contractor is not obligated to begin any work until the Purchaser has made this payment. If the Purchaser fails to make timeous payment, it will be considered a breach of this Agreement which could lead to its termination. It's noted that the Contractor shall factor this payment (or any unused portion) into the final Building Contract Price as outlined in the Building Contract.

10. Building Clause:

- 10.1 Subject to the required approvals, the Purchaser shall commence building a Dwelling House on the Property within 30 (thirty) days of the Transfer Date, in accordance with the Building Contract. Additionally, the construction shall be concluded within 8 (eight) months from its commencement, in accordance with the approved building plans and specifications.**

INITIAL _____

- 10.2 As soon as reasonably possible after the Signature Date, the Purchaser shall ensure that the building plans are approved by the HOA. Upon receipt of approval from the HOA, the Purchaser shall submit the plans to the Mossel Bay Municipality for approval as soon as possible. The Purchaser agrees that the process for approval of the building plans may commence prior to the Transfer Date and hereby authorises the Seller to submit same on his behalf.

- 10.3 If the Purchaser does not comply with the requirements of paragraph 10.1, the Seller or the HOA has the right to impose a monthly penalty for non-compliance, which will not exceed R50,000.00 (fifty thousand Rand), excluding VAT, if applicable.

- 10.4 The Purchaser acknowledges the provisions in paragraphs 10.1 and 10.2 regarding construction timelines and agrees to abide thereby. The Purchaser also accepts that the penalty amount specified in clause 10.3 to be reasonable in value.**

INITIAL _____

11. Homeowners' Association (HOA):

- 11.1 The HOA has been established for the benefit of, *inter alia*, all of owners of erven in the Development and to control and maintain roads, services and amenities within the Development.

- 11.2 The Purchaser shall become a member of the HOA on Transfer and shall remain a member of the HOA for as long as he/she is the registered owner of the Property.

- 11.3 Prior to Transfer, the Seller shall furnish the Purchaser with copies of the Constitution, Rules and Building Design Manuel and the Purchaser agrees to be bound thereby.

11.4 The HOA shall be responsible for the duties imposed by the Constitution and for which all members of the HOA will contribute a levy to be determined by the HOA from time to time.

11.5 Furthermore, the Purchaser agrees to be bound by the following specific provisions:

11.5.1 According to the Constitution and Rules of the HOA, there are specific standards and guidelines for the design of buildings. No person is allowed to construct any building or structure on the property unless the plans and specifications have been approved as per the Rules. The Purchaser is required to adhere at all times to the procedural requirements established by either the Seller or the HOA for the submission and approval of such plans.

11.5.2 The HOA and/or Seller shall have the right to deny approval if, at their sole discretion, any plans or specifications fail to meet the Building Design Manuel. The Purchaser shall have no grounds for any claim or complaint against the HOA and/or Seller regarding any refusal or approval of the decision.

11.5.3 According to the Constitution of the HOA, the Purchaser is required to pay a stabilization levy of R10 000.00 when the property is registered in their name. Additionally, the Purchaser is responsible for paying monthly levies, CSOS levies, and other charges imposed on association members to cover the association's expenses, including maintenance of services and amenities. These payments begin once the property is transferred into the Purchaser's name. The Purchaser accepts responsibility for these levies and agrees to make all payments in accordance with the Constitution and Rules of the HOA.

INITIAL _____

11.5.4 The Purchaser agrees that, for security and quality control reasons, and to maintain the standards set by the Seller and the HOA, they are only permitted to use the Seller's registered and approved service providers.

11.5.5 This agreement requires that a condition be added to the title deed stating that the property cannot be transferred without the written approval of the HOA, as outlined in the Constitution. Additionally, all successors in title shall be bound to the Constitution of the HOA.

11.5.6 The Seller has the right, and the Conveyancer must ensure, that along with all other title conditions, the following or similar conditions are included in the Title Deed when the Purchaser takes ownership of the

Property. This clause is a ***stipulatio alteri*** in favour of the HOA, which accepts this benefit by signing the agreement:

“Homeowners’ Association:

This Property is subject to the following conditions imposed by the transferor in favour of the Klipheuwel Lifestyle Estate Homeowners’ Association, a voluntary Association established in terms of Section 29(1) of the Municipal Land Use Planning Ordinance 15 of 1985:

- 1. The transferee, his successors in title or assigns (his heirs, executors, administrators or assigns) is compelled to be a Member of the abovementioned Homeowners Association from the date of registration of the Property into his name and for as long as he/she remains the registered owner of the property.*
- 2. The transferor, his successors in title or assigns (his heirs, executors, administrators or assigns) shall not be entitled to transfer the Property in any manner, without obtaining the prior written permission of the Association and then only subject to the condition that the purchaser will become a Member of the said Association on the date of registration of the Property into his name.*

12. Advertising on the Common Property:

- 12.1 The Seller shall be entitled at any time to erect such signage, flagpoles, messages or any other form of notices or advertising on the Klipheuwel Development for the purposes of selling and/or letting of properties in the Klipheuwel Development.
- 12.2 The Purchaser shall not be entitled to display any “For Sale” and/or “To Let” signs on the Property or the Klipheuwel Development.

13. Continued Marketing Clause:

Should the Purchaser be required to sell an existing property, it is agreed that the Seller may continue to market the Property until guarantees have been issued. Should the Seller, during this time, receive another written offer which is not subject to the sale of another property and which is for a similar or more acceptable gross selling price from a bona fide third party, the Seller shall by written notice advise the Purchaser of such offer and the Purchaser shall within 72 hours (excluding Saturdays, Sundays and public holidays) of date of receipt of such notice (such notice shall include a copy of the competing offer), waive the suspensive conditions in this offer failing which, the Seller shall be entitled to accept the competing offer from the new Purchaser in which event this offer shall fall away and be of no further force or effect.

14. Jurisdiction of the Magistrate’s Court:

- 14.1 The parties hereby submit themselves to the non-exclusive jurisdiction of a Magistrate's Court having jurisdiction over the parties in regard to any claim that may directly or indirectly arise from this Agreement or the cancellation thereof, notwithstanding the fact that the quantum of any claim may exceed the statutory monetary limit applicable to such Court in terms of the Magistrate's Court Act, 32 of 1944 (as amended).
- 14.2 Notwithstanding the aforesaid consent to the jurisdiction of the Magistrate's Court, either party may in their sole and absolute discretion elect to institute any proceedings out of a High Court having jurisdiction over the parties.

15. Domicilium and Notices:

- 15.1 The Seller and Purchaser, respectively, choose *domicilium citandi et executandi* at the address set out below, at which respective addresses all notices and legal processes in relation to this Agreement or to any action arising hereunder may effectively be delivered and served.

SELLER: As stipulated in clause 1 of the Schedule

PURCHASER: As stipulated in clause 2 of the Schedule

- 15.2 Any notice addressed to a party at its above address must be sent by prepaid registered post, delivered by hand, sent by telefax or sent by electronic mail (email).
- 15.3 A notice will be presumed, unless the contrary is proved, to have been given:
- 15.3.1 if posted by prepaid registered post, five days after the date of postage;
 - 15.3.2 if hand-delivered during business hours on a business day, on the day of delivery;
 - 15.3.3 if sent by electronic mail (email), on the first business day following the date of sending of such electronic-mail (email) message.
- 15.4 Should any Party at any time wish to change its abovementioned physical address and/or postal address, written notice of such change shall be delivered to or sent by registered post to the other Party provided that such changed physical address or postal address shall be a physical address or postal address within the Republic of South Africa and provided further that such change shall only be effective as from the date of receipt of such notice or such later date as may be stipulated in such notice.

16. Waiver:

No relaxation by a party of any of its rights in terms of this Agreement, at any time, shall prejudice or be a waiver of its rights and it shall be entitled to exercise its rights

thereafter as if such relaxation had not taken place. The Seller may furthermore at any time expect the Purchaser to strictly and timeously comply with the terms and conditions of this Agreement.

17. Consent in terms of POPI Act:

The parties hereby give their consent to the Agent, Bond Originator, HOA, Conveyancer and/or any necessary third party to process their personal information for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act.

18. Agent's Commission:

- 18.1 The parties hereby accept and acknowledge that the Agent specified in clause 4 of the Schedule has introduced the Purchaser to the property and that the Agent is the sole and exclusive cause of the conclusion of this sale agreement.
- 18.2 The Seller shall pay the Agent's commission.
- 18.3 In the event that this Agreement is cancelled by the Seller as a result of the Purchaser's breach thereof or if this Agreement is cancelled by the Purchaser as contemplated in paragraph 19, the Agent shall have no claim against the Seller for the payment of the Commission and in such event the Purchaser agrees to pay the Agent the Commission immediately on demand by the Agent.
- 18.4 If no Agent is reflected in clause 4 of the Schedule, the Purchaser warrants that he was not introduced to the Seller by any agent and hereby agrees to indemnify the Seller against any claim (including all legal costs on attorney and own client scale incurred by the Seller in connection therewith) made by an agent for commission as a result of the transaction contemplated in this Agreement.

19. Breach:

- 19.1 In the event of either of the Parties hereto ("**the Defaulting Party**") committing a breach of any of the provisions of this Agreement, then the Party not in default ("**the Aggrieved Party**") shall be entitled to give the Defaulting Party 7 (seven) days written notice to remedy such breach. Should the Defaulting Party fail to comply with such notice, the Aggrieved Party shall be entitled, without prejudice to any other rights that it may have in law, at its option either to –
 - 19.1.1 cancel this Agreement and claim damages or to claim immediate payment and/or;
 - 19.1.2 claim immediate performance by the Defaulting Party of all the Defaulting Party's obligations and claim damages.

- 19.2 In any such event and on condition that the Defaulting Party is the Purchaser, any amounts paid by the Purchaser shall accrue to the Seller as damages without prejudice to the right of such seller to claim further damages or to such other remedies as it may have by law.
- 19.3 Should the Aggrieved Party instruct its attorneys to take any steps against the Defaulting Party to enforce any of the Aggrieved Party's rights in terms of this Agreement or to claim payment of any monies payable in terms of this Agreement, the Defaulting Party shall be liable for payment of all tracing fees, collection fees and other legal costs on the scale of attorney and own client.

20. Purchase on Behalf of a Company to be Formed:

- 20.1 Should the Purchaser be acting as a Trustee for a company, on or on behalf of such body which has already been formed, he shall be personally bound and responsible as Purchaser in terms of this agreement, should the company not be formed, or if formed, the company does not resolve to adopt and ratify this agreement.
- 20.2 The said company must be formed within 21 (twenty one) days of the Signature Date, failing which the signatory to this agreement shall be personally bound as Purchaser to the terms of this agreement.
- 20.3 The company to be formed shall within 14 (fourteen) days of registration of such company, ratify and adopt this agreement, failing which the signatory of this agreement aforementioned shall be personally responsible and bound in terms of this agreement
- 20.4 Any person signing this document on behalf of a company whether formed or to be formed, by his signature to this agreement binds himself to the Seller as surety and co-principal debtor *in solidum* with the said company, close corporation or trust and he hereby renounces the benefits of exclusion, division and cession of action and binds himself for the proper compliance by the said company of its obligations in terms of this Agreement.

21. Dispute Resolution:

- 21.1 Any Party may, after written notice to this effect, refer any dispute arising from the terms of this Agreement to arbitration to be determined in terms of this paragraph 21 in accordance with the Expedited Rules of the Arbitration Foundation of Southern Africa ("**AFSA**").
- 21.2 This clause shall not prevent any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction, pending the decision of an arbitrator.
- 21.3 The Parties hereby consent to the arbitration being dealt with on an urgent basis in terms of the Rules of AFSA should either Party, by written notice, require the arbitration to be held on an urgent basis. In such event either Party

may apply to the AFSA Secretariat as required in terms of the said Rules to facilitate such urgent arbitration.

21.4 The arbitration shall be held –

21.4.1 at Mossel Bay;

21.4.2 with only the legal and other representatives of the Parties to the dispute present thereat; and

21.4.3 otherwise in terms of the Arbitration Act, unless otherwise provided for herein.

21.5 The arbitrator shall be a practising advocate of the Cape Bar of at least ten years' standing, appointed by agreement between the parties to the dispute, subject to clause 21.6.

21.6 Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the giving of notice in terms of paragraph 21.1, the arbitrator shall be appointed by the Chairperson of the Cape Bar Council (or by AFSA if the Cape Bar Council no longer exists), at the request of either Party to the dispute.

21.7 The Parties hereby consent to the jurisdiction of the High Court of South Africa in respect of the proceedings referred to in paragraph 21.8.

21.8 The decision of the arbitrator shall be final and binding on the Parties to the dispute and may be made an order of the court referred to in paragraph 21.7, at the instance of any of the parties to the dispute.

21.9 The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.

21.10 It is recorded that it is the intention of the Parties, that any dispute referred to arbitration in terms of paragraph 21.1 shall be resolved strictly in accordance with the provisions of this paragraph 21. The Parties accordingly agree and undertake as follows –

21.10.1 that it shall not make any application to Court as contemplated in terms of section 3(2) of the Arbitration Act;

21.10.2 that it shall not make any application to the arbitration tribunal as contemplated in terms of section 20(1); and

21.10.3 the periods set out in section 23 of the Arbitration Act shall not be applicable to any arbitration proceedings arising out of this Agreement.

22. Rights and Obligations of the Seller:

- 22.1 The Seller shall develop and market the Klipheuwel Development in phases (as the Seller deems fit) and, for as long as the Seller is a member of the HOA, the Seller shall enjoy unrestricted rights with regard to the marketing of the Klipheuwel Development and, in particular, the right to erect signage within and outside of the Klipheuwel Development.
- 22.2 The Seller, or its successors-in-title shall, be entitled to apply for, and subject to the necessary approval being granted by the local authority, vary the layout and/or zoning and/or size and/or boundaries of erven and/or the extent and position of streets comprising the Klipheuwel Development, provided that the Seller shall do so in consultation with the Purchaser if any such variation shall materially adversely affect the rights of the Purchaser and shall be bound thereby and shall have no claim of whatsoever nature against the Seller or its successors-in-title arising therefrom.
- 22.3 Should any erven be incorporated into the Klipheuwel Development, the owners of the incorporated erven and their successors in title shall become members of the HOA in respect of that part and from such date as the Seller may determine, and on the same terms and conditions as are applicable to the other members of the HOA.
- 22.4 The Purchaser acknowledges that inconvenience due to building operations may be experienced from time to time and agrees not to interfere with or obstruct the Seller or such other entities comprising the developer from proceeding with the Klipheuwel Development in phases. The Purchaser shall not be entitled to cancel or claim damages as a result of such building operations.**

INITIAL _____

- 22.5 The Purchaser hereby waives any claim of any nature against either of the Seller, its agents, employees and officials from any liability or responsibility to the Purchaser or any other person, claiming through it by way of subrogation or otherwise, for any loss or damage to the Purchaser's property or the property of any of its visitors, agents, employees, representatives or invitees as a result of the activities contemplated in paragraph 22, regardless of how such loss or damage may occur, even if such damage or loss may have been caused by the negligence of the Seller, its agents employees or officials.**

INITIAL _____

23. Acknowledgment:

By signing this agreement, the Purchaser acknowledges that they have read, understood, and agree to all the terms and conditions contained herein. The Purchaser further confirms that their signature hereto serves as full and final acceptance of the terms outlined in this agreement.

24. Co-Operation:

The parties shall sign all documents required to be signed in connection with the transfer immediately upon being requested to do so by the Conveyancer and procure the passing of such resolutions required from the directors or shareholders of any company (if applicable).

25. Joint and Several Liability:

Should there be more than one Purchaser, the Purchasers shall be liable jointly and severally *in solidum* for the payment of all monies hereunder and for the carrying out of all the terms contained in this Agreement.

26. General:

- 26.1 Each of the provisions of this Agreement is separate and severable and enforceable accordingly. If any such term or condition is or becomes unenforceable for any reason whatsoever, that term or condition is severable from and shall not affect the validity of any other term or condition contained in this Agreement.
- 26.2 Provided that the CPA does not apply to this Agreement, the Parties agree that this Agreement constitutes the entire agreement between the Parties as to the subject matter hereof and save as may be expressly set out herein, no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.
- 26.3 No indulgence, leniency or extension of time which any Party may give or allow to the other Party in respect of the performance of any obligation hereunder, shall in any way prejudice the Party giving or allowing the indulgence, leniency or extension or preclude such Party from exercising any of its rights an enforcing the obligations of the other Party in terms of this Agreement.
- 26.4 No addition to, alteration, cancellation, variation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.
- 26.5 The Seller shall be entitled to cede, assign or delegate any of his rights and/or obligations in terms of or arising from this Agreement to any third party without the prior written consent of the Purchaser and the Purchaser further agrees, notwithstanding anything to the contrary contained in this Agreement, the Seller

shall have the right to sell the Klipheuwel Development to a third party without first having to obtain the consent of the Purchaser.

- 26.6 The Purchaser shall not be entitled to cede, assign or delegate any of his rights and/or obligations in terms of or arising from this Agreement to any third party without the prior written consent of the Seller.
- 26.7 The Conveyancer, nominated in clause 5 of the Schedule, is appointed to attend to any further transfers of the Property.

27. Consumer Protection Act:

- 27.1 The Purchaser confirms that it has considered all of the paragraphs in terms whereof he, amongst other things, limit the liability of the Seller or any other person and acknowledges any fact, in detail. The Parties further acknowledge that none of the terms of this Agreement should be construed as an acknowledgement that the CPA applies to this transaction in circumstances where the CPA would not have been applicable to the transaction.
- 27.2 In so far as section 16 of the CPA applies to the provisions of this Agreement and in so far as this sale has resulted from direct marketing by the Seller or its agents, the Purchaser has the right to cancel this Agreement without reason or penalty by written notice within 5 (five) Business Days after the Signature Date, or within 5 (five) Business Days after Transfer. If the Purchaser exercises its rights in terms of section 16 of the CPA –
- 27.2.1 the Purchaser shall return the Property, together with vacant occupation, to the Seller within 10 (ten) Business Days of Transfer in the same condition in which it was given to the Purchaser. The return of the Property shall be at the Purchaser's risk and expense and shall include the costs of transfer (such as transfer duty or VAT, conveyancing fees and other costs associated with returning ownership of the Property);
- 27.2.2 the Purchaser shall be liable to the Seller for any expenses necessary to restore and repair any damage to the Property; and
- 27.2.3 the Seller shall return all payments, excluding the non-refundable Deposit, together with any accrued interest on such amounts, made by the Purchaser on account of the Purchase Price within 15 (fifteen) Business Days from the date on which the Purchaser returns the Property as contemplated in paragraph 27.2.1, provided that the Seller may deduct from the aforesaid payments such amounts as the Seller deems necessary for the restoration and repair referred to in clause 27.2.2;
- 27.3 The Purchaser acknowledges that in terms of the CPA he has the right to receive goods, in this case the Property, that:

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

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

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

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

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

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

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

27.4.3 he understands the content, significance and import of this Agreement without undue effort, having regard to –

27.4.3.1 the context, comprehensiveness and consistency of the Agreement;

27.4.3.2 the organisation, form and style of the Agreement;

27.4.3.3 the vocabulary, usage and sentence structure of the Agreement; and

27.4.3.4 the use of any illustrations, examples, headings or other aids to reading and understanding.

28. Special Conditions:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SIGNED AT _____ ON THIS _____ DAY OF _____.

AS WITNESSES:

1. _____
_____ **For and on behalf of Seller, duly authorised**

2. _____

SIGNED AT _____ ON THIS _____ DAY OF _____.

AS WITNESSES:

1. _____
_____ **Purchaser**

2. _____
_____ **Purchaser**

**CLIENT INVESTMENT MANDATE
INSTRUCTION TO INVEST TRUST MONEYS**

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

[DELETE WHICHEVER IS NOT APPLICABLE]

To: **FIONA WILLIAMSON INCORPORATED**
Attorneys, Notaries & Conveyancers
Mossel Bay

TRANSFER

FROM: KLIPHEUWEL LIFESTYLE ESTATE (PTY) LTD

Registration number: 2022/394080/07

TO: PURCHASER 1: _____
(Purchaser full name)

Registration / ID Number: _____

PURCHASER 2: _____
(Purchaser full name)

Registration / ID Number: _____

OF: **ERF** _____ **Little Brak River**
(Property description)

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

1. the amount is invested in a trust savings account or other interest-bearing account;
2. the account contains a reference to Section 86(4) of the Legal Practice Act (No 28 of 2014) (as amended);
3. the interest which accrues on such investment is to be for my/our benefit and is to be paid to me/us, after deducting your professional fee and costs for administering the

investment, as soon as possible after the date of registration of the above-mentioned transaction, subject to the provisions of Section 86(5)(b) of the Legal Practice Act, which requires all banks to sweep 5% of interest earned on Section 86(4) investment accounts and to pay such amount over on a monthly basis to an account nominated by the Legal Practitioners Fidelity Fund.

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

PURCHASER 1

DATE

PURCHASER 2

DATE

ANNEXURE 2

FASE 1

5.5m Buffer area accommodating a 2.5m wide strip area as requested by Minister and a 3m wide Servitude area for sewerage pipe line

MOSSEL BAY MUNICIPALITY

It is hereby certified that this application has been approved in terms of Section 60 of the Mosel Bay By-Law on Municipal Land Use Planning, 2021.

File reference: 143/25/5916/2024

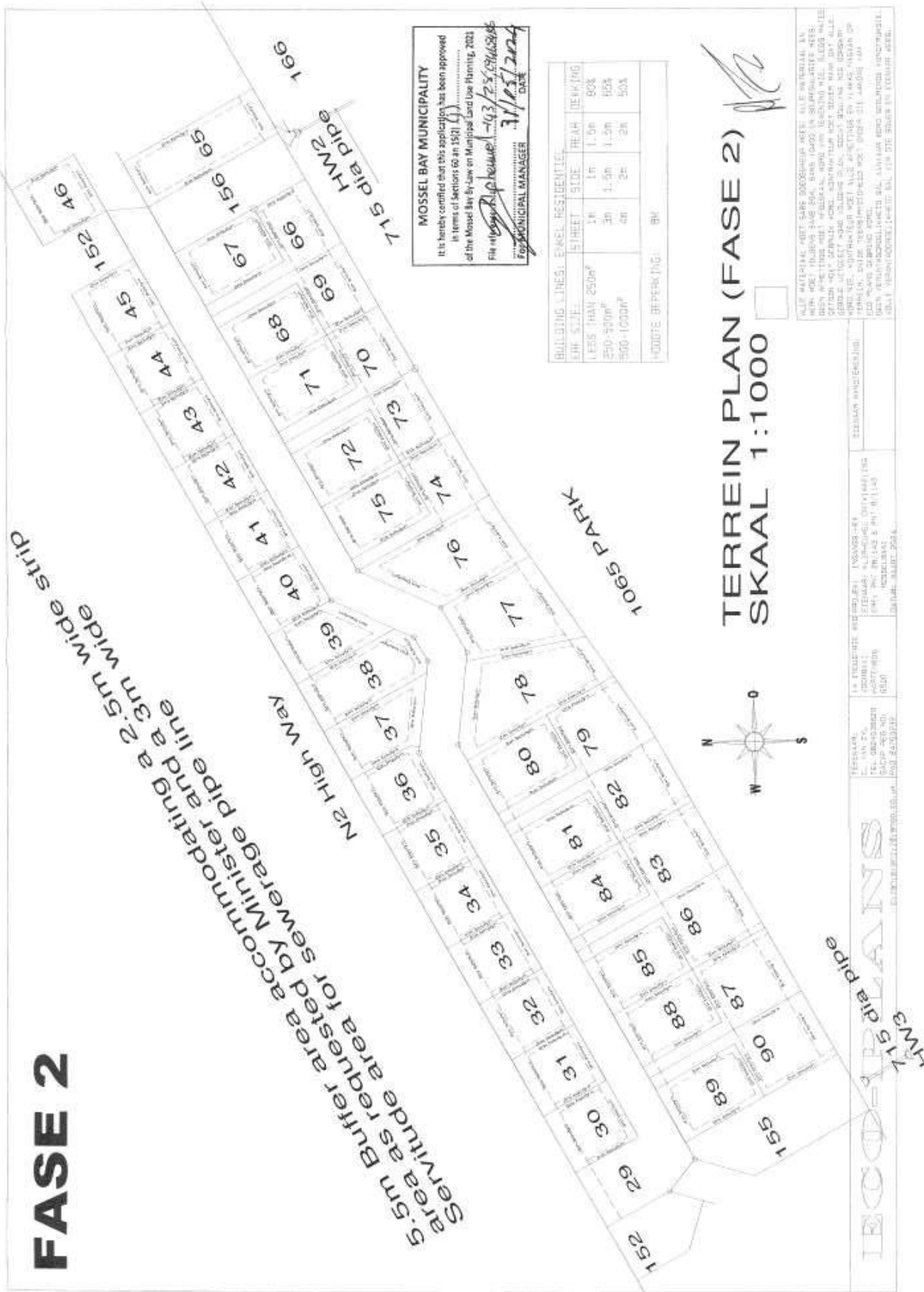
Date: 21/10/2024

For MUNICIPAL MANAGER

N2 High Way



CASE 2



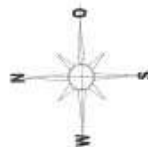
MOSSEL BAY MUNICIPALITY

It is hereby certified that this application has been approved
in terms of Sections 60 and 15(2) of the
Municipal Land Use Planning Act, 2021.

FILE # 19-03738 19-03738
DATE 3/10/2024
FISCAL MANAGER

BUILDING LINES: EMBEL RESIDENTIAL	AREA S.F.	SHEET	SIZE	MEAN	TEAMING
1555 MAIN 2500'	1in	1in	1.5m	80%	
250-500m	3in	4.5m	1.5m	15%	
500-1000m	4in	2m	2m	50%	

TERREIN PLAN (FASE 2)
SKAAL 1:1000

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0047 JEN 1 NOV 68 1444
CITIZENS OF LITHUANIA OUTSIDE 1972

THE UNIVERSITY OF CHICAGO

[illegible]

27

and

○ ○ ○ ○ ○

FASE 3

MOSSEL BAY MUNICIPALITY

It is hereby certified that this application has been approved
in terms of Sections 60 and 15(3) (1)
of the Mossel Bay By-Law on Municipal Land Use Planning, 2021.

File # 2021-1987 Dated 14/02/2021

Municipal Manager

DATED: 31/05/2021



1701 PARK

BUILDING LINES, EMBEL, RESISTANCE			
DOOR SIZE:	STREET	SIZE	REAR
ESS THIN 250"	1"	14	50%
250-500"	3"	1-5"	55%
500-1000"	4"	2"	50%

1.5 dia pipe
HW2

TERREIN PLAN (FASE 3)
SKAAL 1:1000

11CCD-PTLAN

[illegible]

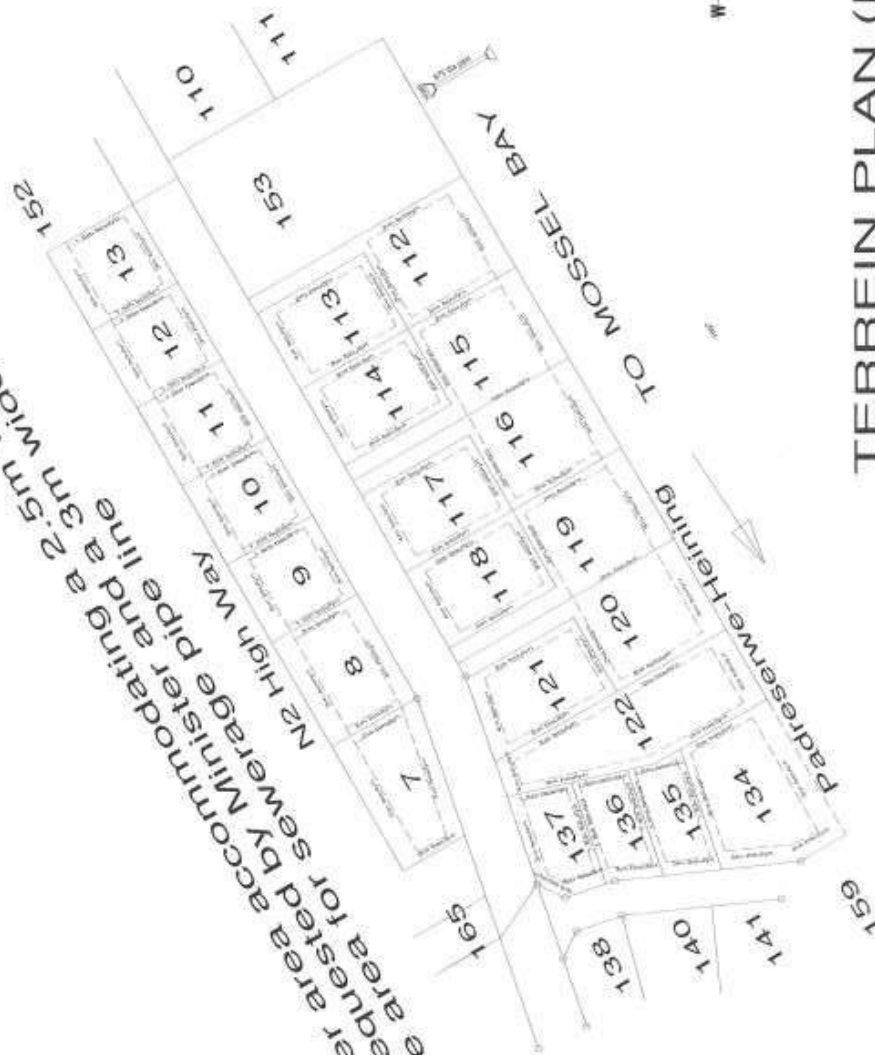
ELKE INTRANT, VOET HUIS OUDERJAREN WEE. ALLE NATUURLIJ EN
KON NOE' WERKEN DANE 2000, 3000 3500 4000 4500 5000 5500 6000 6500 7000 7500 8000 8500 9000 9500 10000 10500 11000 11500 12000 12500 13000 13500 14000 14500 15000 15500 16000 16500 17000 17500 18000 18500 19000 19500 20000 20500 21000 21500 22000 22500 23000 23500 24000 24500 25000 25500 26000 26500 27000 27500 28000 28500 29000 29500 30000 30500 31000 31500 32000 32500 33000 33500 34000 34500 35000 35500 36000 36500 37000 37500 38000 38500 39000 39500 40000 40500 41000 41500 42000 42500 43000 43500 44000 44500 45000 45500 46000 46500 47000 47500 48000 48500 49000 49500 50000 50500 51000 51500 52000 52500 53000 53500 54000 54500 55000 55500 56000 56500 57000 57500 58000 58500 59000 59500 60000 60500 61000 61500 62000 62500 63000 63500 64000 64500 65000 65500 66000 66500 67000 67500 68000 68500 69000 69500 70000 70500 71000 71500 72000 72500 73000 73500 74000 74500 75000 75500 76000 76500 77000 77500 78000 78500 79000 79500 80000 80500 81000 81500 82000 82500 83000 83500 84000 84500 85000 85500 86000 86500 87000 87500 88000 88500 89000 89500 90000 90500 91000 91500 92000 92500 93000 93500 94000 94500 95000 95500 96000 96500 97000 97500 98000 98500 99000 99500 100000 100500 101000 101500 102000 102500 103000 103500 104000 104500 105000 105500 106000 106500 107000 107500 108000 108500 109000 109500 110000 110500 111000 111500 112000 112500 113000 113500 114000 114500 115000 115500 116000 116500 117000 117500 118000 118500 119000 119500 120000 120500 121000 121500 122000 122500 123000 123500 124000 124500 125000 125500 126000 126500 127000 127500 128000 128500 129000 129500 130000 130500 131000 131500 132000 132500 133000 133500 134000 134500 135000 135500 136000 136500 137000 137500 138000 138500 139000 139500 140000 140500 141000 141500 142000 142500 143000 143500 144000 144500 145000 145500 146000 146500 147000 147500 148000 148500 149000 149500 150000 150500 151000 151500 152000 152500 153000 153500 154000 154500 155000 155500 156000 156500 157000 157500 158000 158500 159000 159500 160000 160500 161000 161500 162000 162500 163000 163500 164000 164500 165000 165500 166000 166500 167000 167500 168000 168500 169000 169500 170000 170500 171000 171500 172000 172500 173000 173500 174000 174500 175000 175500 176000 176500 177000 177500 178000 178500 179000 179500 180000 180500 181000 181500 182000 182500 183000 183500 184000 184500 185000 185500 186000 186500 187000 187500 188000 188500 189000 189500 190000 190500 191000 191500 192000 192500 193000 193500 194000 194500 195000 195500 196000 196500 197000 197500 198000 198500 199000 199500 200000 200500 201000 201500 202000 202500 203000 203500 204000 204500 205000 205500 206000 206500 207000 207500 208000 208500 209000 209500 210000 210500 211000 211500 212000 212500 213000 213500 214000 214500 215000 215500 216000 216500 217000 217500 218000 218500 219000 219500 220000 220500 221000 221500 222000 222500 223000 223500 224000 224500 225000 225500 226000 226500 227000 227500 228000 228500 229000 229500 230000 230500 231000 231500 232000 232500 233000 233500 234000 234500 235000 235500 236000 236500 237000 237500 238000 238500 239000 239500 240000 240500 241000 241500 242000 242500 243000 243500 244000 244500 245000 245500 246000 246500 247000 247500 248000 248500 249000 249500 250000 250500 251000 251500 252000 252500 253000 253500 254000 254500 255000 255500 256000 256500 257000 257500 258000 258500 259000 259500 260000 260500 261000 261500 262000 262500 263000 263500 264000 264500 265000 265500 266000 266500 267000 267500 268000 268500 269000 269500 270000 270500 271000 271500 272000 272500 273000 273500 274000 274500 275000 275500 276000 276500 277000 277500 278000 278500 279000 279500 280000 280500 281000 281500 282000 282500 283000 283500 284000 284500 285000 285500 286000 286500 287000 287500 288000 288500 289000 289500 290000 290500 291000 291500 292000 292500 293000 293500 294000 294500 295000 295500 296000 296500 297000 297500 298000 298500 299000 299500 300000 300500 301000 301500 302000 302500 303000 303500 304000 304500 305000 305500 306000 306500 30

FASE 4

MOSEL BAY MUNICIPALITY
It is hereby certified that this application has been approved
in terms of Sections 60 and 152(1) of the
Municipal Law of 1955 of the Mosel Bay By-Law on Municipal Land Use Planning, 2021
File no: 14/2021 of 2021
31/08/2021
DATE: 31/08/2021
FOR MUNICIPAL MANAGER

For PRINCIPAL MANAGER

DATE 3/10/2024

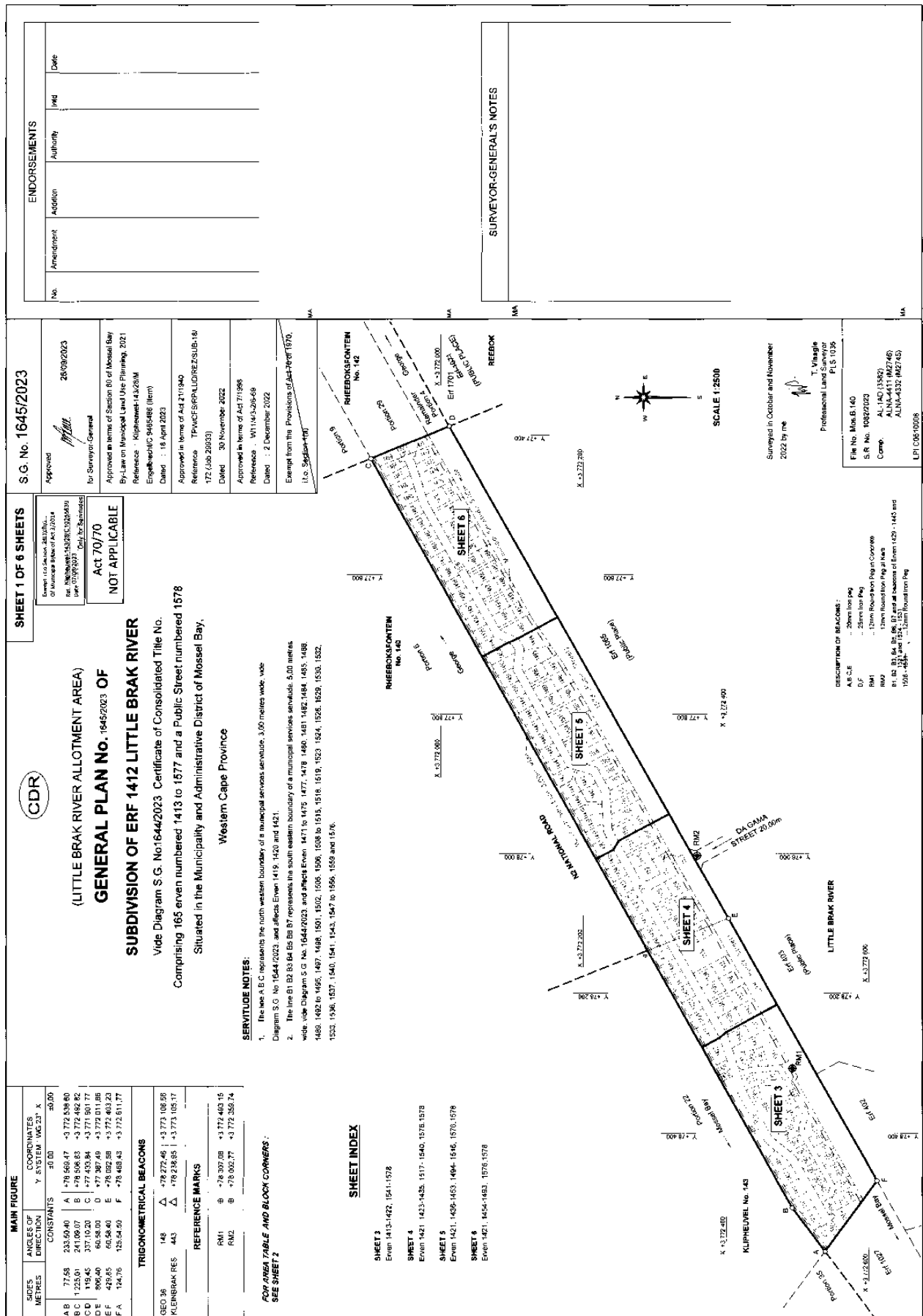


TERREIN PLAN (FASE 4)
SKAAL 1:1000

BUILDING LINES: FANCL RESIDENTIAL			
BUILDING SIZE	STREET	SIZE	REAR DECKING
LESS THAN 350sq ft	1st	1st	8'x8'
350-490sq ft	3rd	1.5m	8'x8'
500-1000sq ft	5th	2m	8'x8'

TRC CD-IP PLAN

[illegible][illegible]





(LITTLE BRAK RIVER ALLOTMENT AREA)

GENERAL PLAN No. 1645/2023 OF

SUBDIVISION OF ERF 1412

LITTLE BRAK RIVER

Situated in the Municipality and Administrative District
of Mossel Bay, Western Cape Province

ERF Number	AREAS Square Meters	BEACONS PLACED Via S.R.	AREAS Square Meters	BEACONS PLACED Via S.R.	AREAS Square Meters	BEACONS PLACED Via S.R.
1413	515		1468	511	1525	591
1414	497		1470	198	1526	783
1415	532		1471	530	1527	964
1416	506		1472	489	1528	964
1417	516		1473	858	1529	785
1418	516		1474	605	1530	964
1419	2 504		1475	947	1531	964
1420	180		1476	605	1532	2049
1421	7 282		1477	638	1533	793
1422	630		1478	539	1534	964
1423	617		1479	574	1535	964
1424	458		1480	558	1536	795
1425	462		1481	758	1537	795
1426	461		1482	758	1538	964
1427	461		1483	538	1539	964
1428	463		1484	543	1540	797
1429	459		1485	542	1541	795
1430	460		1486	542	1542	596
1431	460		1487	548	1543	986
1432	508		1488	546	1544	981
1433	491		1489	548	1545	320
1434	480		1490	548	1546	349
1435	481		1491	548	1547	349
1436	461		1492	548	1548	978
1437	461		1493	509	1549	442
1438	549		1494	837	1550	372
1439	604		1495	1 036	1551	370
1440	541		1496	549	1552	370
1441	537		1497	701	1553	369
1442	528		1498	716	1554	369
1443	514		1499	716	1555	369
1444	514		1500	545	1556	460
1445	460		1501	718	1557	300
1446	459		1502	720	1558	308
1447	461		1503	545	1559	842
1448	460		1504	545	1560	216
1449	482		1505	722	1561	316
1450	484		1506	724	1562	301
1451	480		1507	545	1563	301
1452	480		1508	545	1564	301
1453	683		1509	1 185	1565	320
1454	514		1510	504	1566	400
1455	453		1511	511	1567	482
1456	459		1512	562	1568	2 456
1457	459		1513	641	1569	388
1458	459		1514	752	1570	304
1459	461		1515	730	1571	399
1460	460		1516	548	1572	399
1461	460		1517	548	1573	399
1462	468		1518	737	1574	360
1463	467		1519	738	1575	292
1464	475		1520	548	1576	1 877 Hectares
1465	481		1521	548	1577	2 258
1466	537		1522	63	P-51578	3 437 Hectares
1467	491		1523	91		
1468	488		1524	510		

Block Number	Block Corners Coordinates Y System: WGS 2011 X	Block Corners Coordinates Y System: WGS 2011 X
A1	+78 003 31	+78 003 31
A2	+78 003 38	+78 003 38
A3	+78 003 45	+78 003 45
A4	+78 003 52	+78 003 52
A5	+78 003 59	+78 003 59
A6	+78 003 66	+78 003 66
A7	+78 003 73	+78 003 73
A8	+78 003 80	+78 003 80
A9	+78 003 87	+78 003 87
A10	+78 003 94	+78 003 94
A11	+78 003 94	+78 003 94
A12	+78 003 94	+78 003 94
A13	+78 003 94	+78 003 94
A14	+78 003 94	+78 003 94
A15	+78 003 94	+78 003 94
A16	+78 003 94	+78 003 94
A17	+78 003 94	+78 003 94
A18	+78 003 94	+78 003 94
A19	+78 003 94	+78 003 94
A20	+78 003 94	+78 003 94
A21	+78 003 94	+78 003 94
A22	+78 003 94	+78 003 94
A23	+78 003 94	+78 003 94
A24	+78 003 94	+78 003 94
A25	+78 003 94	+78 003 94
A26	+78 003 94	+78 003 94
A27	+78 003 94	+78 003 94
A28	+78 003 94	+78 003 94
A29	+78 003 94	+78 003 94
A30	+78 003 94	+78 003 94
A31	+78 003 94	+78 003 94
A32	+78 003 94	+78 003 94
A33	+78 003 94	+78 003 94
A34	+78 003 94	+78 003 94
A35	+78 003 94	+78 003 94
A36	+78 003 94	+78 003 94
A37	+78 003 94	+78 003 94
A38	+78 003 94	+78 003 94
A39	+78 003 94	+78 003 94
A40	+78 003 94	+78 003 94
A41	+78 003 94	+78 003 94
A42	+78 003 94	+78 003 94
A43	+78 003 94	+78 003 94
A44	+78 003 94	+78 003 94
A45	+78 003 94	+78 003 94

P.S Denotes Public Street

Surveyed in October and November
2022 by me

T. Viraagie
Professional Land Surveyor
PLS 1056

File No. Mss.B.140
S.R. No. 1082/2023
Comp. ALNA-433 (M2748)
ALNA-433 (M2748)
ALNA-433 (M2748)

UP 035/10/06

GENERAL PLAN NO. 1645/2023 OF

CDR

SCALE 1:500

KLIPHEUVEL No. 143
PORTION 36

MOOSEFL BAY

2400

Prof.

T. Visagie
Professional Land Surveyor
PLS 1036

Approved

for Surveyor-General
28/09/2023

SHEET 3 OF 8 SHEETS

File No.	Ms. B. 140
S. R. No	1082/2023
Comp.	AL-1AD (3582) ALNA-4411 (M2746) ALNA-4332 (M2745)

LPI C0510006

CDR

**Situated in the Municipality and Administrative District
of Mossel Bay, Western Cape Province**

SHEET 4 OF 6 SHEETS

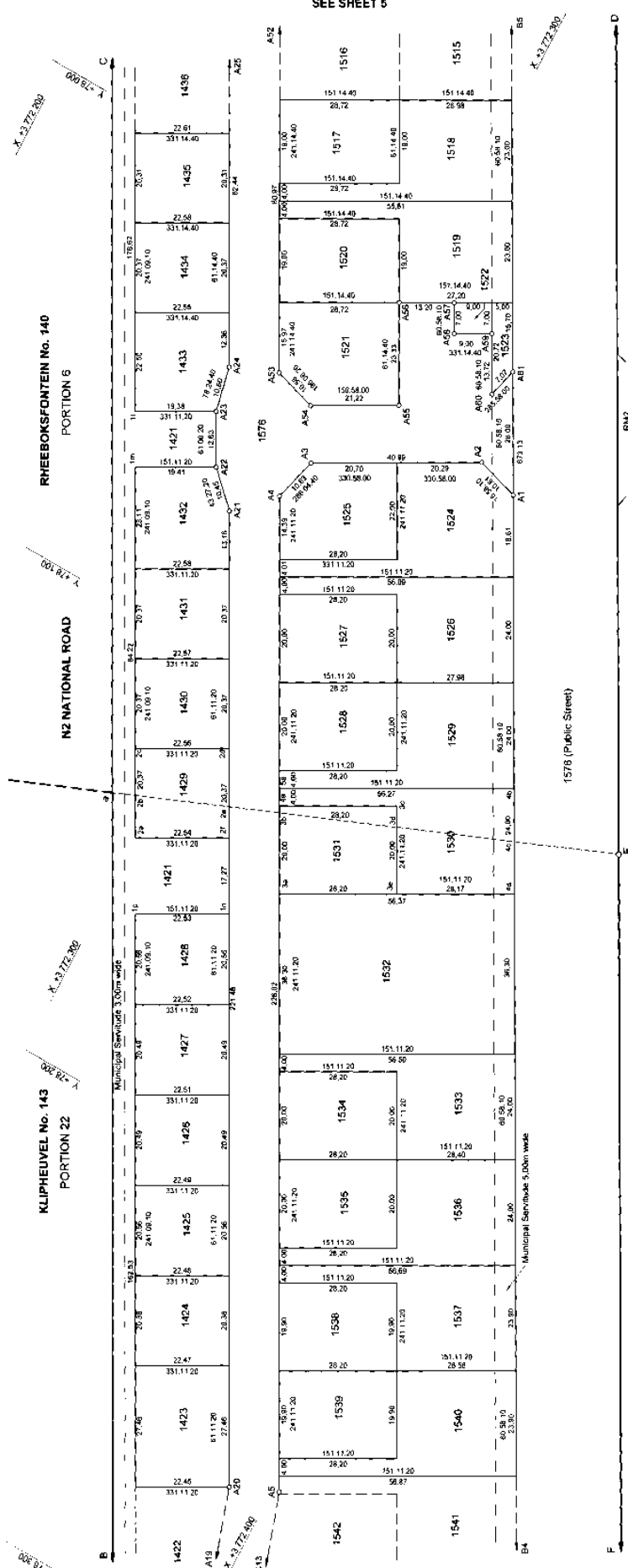
006 84

X-372300

RHEE

X-3772 200

SEE SHEET 5



3772 400

DA GAMA STREET 20,00m

ERF 1065
(PUBLIC PLACE)

Surveyed in October and November
2022 by me



T. Vinagale
Professional Land Surveyor
PLS 1036

File No. Mos.B.140
S.R. No. 1082/2023
Comp AL-1AD {3592}
ALNA-4411 {M2746}
ALNA-4332 {M2745}
LPI C0510006

SHEET 5 OF 6 SHEETS

File No. Mos.B.140
S.S.R. No. 1082/2023
Comp AL-1AD (ALNA-44 ALNA-43)
LP1 C0510008



SEE SHEET 4

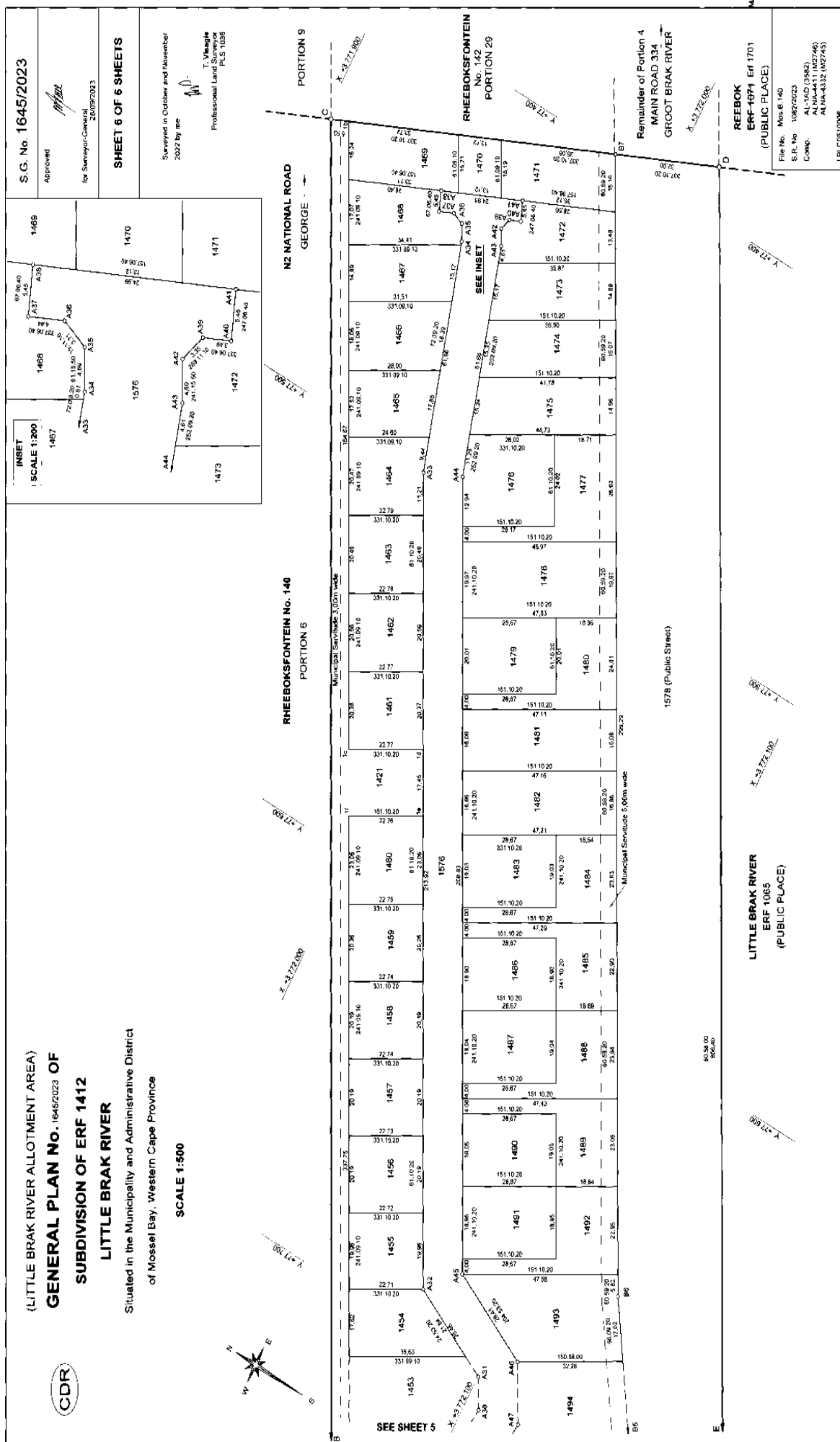
CDR

SCALE 1:500

for Surveyor-General
28/09/2023

Surveyed in October and November
2022 by me

T. Visagie
Professional Land Surveyor
PLS 1036



CPA ACKNOWLEDGEMENTS

1. The Purchaser confirms that:

(a) he has read this Agreement and understands the contents thereof

YES/NO

(b) the Property was not introduced to him by means of direct marketing

YES/NO

(c) he is aware and understands his rights to the cooling-off period after direct marketing

YES/NO

(d) the Purchaser is a juristic person (Company, Close Corporation, Trust, Partnership, etc.)

YES/NO

(e) if the Purchaser's answer to clause (d) above is YES, on date hereof its annual turnover or asset value is more than R2 000 000,00 (Two Million Rand)

YES/NO

(the above clause (e) is not applicable if Purchaser is a natural person)

(f) he has purchased and will use the Property only for residential purposes

YES/NO

**MANDATORY PROPERTY PRACTITIONERS ACT DISCLOSURE
IMMOVABLE PROPERTY CONDITION REPORT IN RELATION TO THE SALE OF
ANY IMMOVABLE PROPERTY**

1. Disclaimer

This condition report concerns the Property. This report does not constitute a guarantee or warranty of any kind by the Seller or by the Agent. This report should, therefore, not be regarded as a substitute for any inspections or warranties that the Purchaser may wish to obtain prior to concluding this Agreement in respect of the Property.

2. Definitions

In this form -

- a. **“to be aware”** means to have actual notice or knowledge of a certain fact or state of affairs; and
- b. **“defect”** means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the Property, that would or could significantly impair or impact upon the health or safety of any future occupants of the Property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

3. Disclosure of information

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

4. Provision of additional information

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

5. Statements in connection with Property

	YES	NO	N/A
The Seller is aware of the defects in the roof.			n/a
The Seller is aware of the defects in the electrical systems.			n/a
The Seller is aware of the defects in the plumbing system, including in the swimming pool (if any).			n/a
The Seller is aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers.			n/a
The Seller is aware of the defects in the septic or other sanitary disposal systems.			n/a
The Seller is aware of any defects to the Property and/or in the basement or foundations of the Property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps.			n/a
The Seller is aware of structural defects in the Property.			n/a
The Seller is aware of boundary line dispute, encroachments or encumbrances in connection with the Property.			
The Seller is aware that remodelling and refurbishment have affected the structure of the Property.			n/a
The Seller is aware that any additions or improvements made to or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained.			n/a

Additional Information

6. Seller's certification

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

7. Certification by person supplying information

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

8. Notice regarding advice or inspections

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

9. Purchaser's acknowledgement

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

SIGNED AT _____ ON THIS _____ DAY OF _____.

AS WITNESSES:

1. _____

For and on behalf of Seller, duly authorised
2. _____

SIGNED AT _____ ON THIS _____ DAY OF _____.

AS WITNESSES:

1. _____
_____ **Purchaser**

2. _____
_____ **Purchaser**