

LIST OF ANNEXURES THAT FORM PART OF THIS AGREEMENT

ANNEXURE "A" SPECIAL CONDITIONS OF SALE

ANNEXURE "B" BODY CORPORATE'S MANAGEMENT & CONDUCT RULES

ANNEXURE "C" PLAN SHOWING THE SEWER AND DRAIN SERVITUDE TO
BE REGISTERED, SEWER AND DRAIN SERVITUDE TO BE
CANCELLED AND THE "DESIGNATED PROPERTY"

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PROPERTY CONDITION REPORT

SPECIAL CONDITIONS

1 DEFINITIONS AND INTERPRETATION

For the purposes of this Annexure "A", unless the context indicates to the contrary -

- 1.1 "ACT" means the Sectional Titles Act No. 95 of 1986 (as amended) and any regulations in force thereunder, as read with the Sectional Title Schemes Management Act No. 8 of 2011 and all regulations thereto;
- 1.2 "BODY CORPORATE" means the Body Corporate of the SCHEME as contemplated in the ACT;
- 1.3 "CONTRACT" means the CONTRACT OF SALE and all **Annexures** thereto, including the SPECIAL CONDITIONS OF SALE Setout herein;
- 1.4 "CONTRACT OF SALE" means the contract of sale to which these special conditions are **Annexure "A"**;
- 1.5 "CPA" means the Consumer Protection Act No. 68 of 2008;
- 1.7 "DEVELOPER" means PEARLS OF UMHLANGA DEVELOPMENT (PTY) LTD Registration No. 2004/000052/07 its successors in title or assigns;
- 1.9 "PARENT PROPERTY" means Erf 3132 Umhlanga Rocks, Registration Division FU, Province of KwaZulu-Natal, in extent 5,2872 (FIVE comma TWO EIGHT SEVEN TWO) hectares;

- 1.10 “*PEARL DAWN/BREEZE/REEF/TIDES” means the “unofficial” name given to the tower block in the SCHEME which includes the SECTION, the legal and official name of the entire SCHEME being “PEARLS OF UMHLANGA”;
- 1.11 “PROPERTY” means the unit consisting of:
- 1.11.1 the SECTION as more fully described in the CONTRACT OF SALE and
- 1.11.2 an undivided share in the common property in the SCHEME apportioned to the SECTION in accordance with the participation quota endorsed on the sectional plan;
- 1.12 “PURCHASER” means the purchaser in terms of the CONTRACT designated as such in the introductory section of the CONTRACT OF SALE;
- 1.13 “RULES” means the rules of the BODY CORPORATE;
- 1.14 “SCHEME” means the sectional title scheme known as “**PEARLS OF UMHLANGA**” comprising the PARENT PROPERTY and all buildings constructed and to be constructed thereon;
- 1.15 “SECTION” means the section in the SCHEME, referred to in the CONTRACT OF SALE;
- 1.16 “SELLER” means the seller in terms of the CONTRACT designated as such in the introductory section of the CONTRACT;
- 1.17 “SPECIAL CONDITIONS” means the conditions contained in this Annexure “A” to the CONTRACT OF SALE.
- 1.18 words importing a gender shall include all genders and the singular shall include the plural and vice versa;

- 1.19 words or expressions defined in the ACT shall have the same meanings in this CONTRACT;
- 1.20 clause headings are inserted purely for convenience and shall not be relevant in interpreting the contents of the clauses to which they relate;
- 1.21 if either the PURCHASER or the SELLER 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;
- 1.22 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.
- 1.23 this CONTRACT shall be governed by and construed according to the Laws of the Republic of South Africa.
- 1.24 the expiration or termination of this CONTRACT shall not affect those provisions of this CONTRACT 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 paragraphs do not expressly provide this.
- 1.25 to the extent that the CONTRACT is signed on a date which results in the use of any tense being inappropriate, the CONTRACT shall be read in the appropriate tense;
- 1.26 this CONTRACT shall be binding on the 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 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;

1.27 this CONTRACT 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. The various documents forming part of this CONTRACT 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 will prevail.

2 PHASED DEVELOPMENT

2.1 This sale is subject to the following special conditions, which are imposed by the DEVELOPER in terms of Section 11(2) of the ACT:

2.2 The DEVELOPER, in terms of Section 25 of the ACT, has reserved for itself the real right to extend, for its personal account, the SCHEME by the erection and completion from time to time but within a period of 20 (TWENTY) years from the date of the opening of the SCHEME's Sectional Title Register:

2.2.1 a further building or buildings,

2.2.2 a horizontal extension of an existing building or buildings, and

2.2.3 a vertical extension of existing buildings,

on part of the common property, to divide such building or buildings into a section or sections and common property and to confer the right of exclusive use over parts of such common property upon the owner or owners of one or more of such sections or any other section in the SCHEME.

2.3 The DEVELOPER further reserves the right to "divide" the aforesaid real right to extend the SCHEME by alienating the right to erect the various SECTIONS to different third parties.

3 ADMINISTRATION FEE AND LEVY STABILISATION FUND

- 3.1 In consideration for processing the sale of the PROPERTY from the SELLER to the PURCHASER, as contemplated in this CONTRACT (including providing the documentation on which the CONTRACT has been concluded), the SELLER shall pay to the BODY CORPORATE the administration fee of R2500.00. The aforesaid amount shall be payable by the SELLER to the BODY CORPORATE, without deduction or demand, prior to the DATE OF TRANSFER. (It is recorded that the aforesaid administration fee is in addition to any amount payable to the managing agents of the SCHEME in respect of the issuing of the necessary levy clearance certificate to the CONVEYANCERS).
- 3.2 In addition to all other amounts payable by the PURCHASER, the PURCHASER shall upon transfer of the Property make payment of an amount determined by the BODY CORPORATE towards the Levy Stabilisation Fund established by the BODY CORPORATE. In this regard, the PURCHASER shall pay the amount requested by the BODY CORPORATE in respect of its levy stabilisation fund to the CONVEYANCERS, within 7 (SEVEN) days of request for such payment by 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 of the property to the SELLER, whereupon the CONVEYANCERS shall release the capital to the BODY CORPORATE and all accrued interest, less their usual fee, to the PURCHASER.

4. RIGHTS AND OBLIGATIONS IN RESPECT OF OCCUPATION

- 4.1 The PURCHASER acknowledges that, on the DATE OF POSSESSION, the SCHEME may be incomplete and that he and every person claiming

occupation and use through him may suffer inconvenience from building operations and from noise and dust resulting therefrom and the PURCHASER shall have no claim whatsoever against the SELLER by reason of any such inconvenience.

4.2 From the DATE OF POSSESSION the PURCHASER –

4.2.1 shall be entitled to beneficial use of the SECTION, from which date the risk and benefit in and to the PROPERTY, excluding the obligation to pay all rates and levies arising from the PROPERTY, shall pass to the PURCHASER on the DATE OF TRANSFER. The obligation to pay the rates and levies from the PROPERTY shall pass on the DATE OF TRANSFER. The SECTION shall be used only for residential purposes, subject to compliance with the RULES, and for no other purpose whatsoever;

4.2.2 shall, at his own expense, maintain the interior of the SECTION in a good, clean and thoroughly tenantable and attractive condition, and where necessary repair or refurbish any damaged item and replace any lost item;

4.2.3 shall, at his own expense, maintain in a good working order and condition all electrical, plumbing and sewerage installations and appurtenances of whatever nature, serving the SECTION;

4.2.4 shall be entitled to the use and enjoyment, along with occupiers of other sections in the SCHEME, of those parts of the common property of the SCHEME not subject to rights of exclusive use, subject to the RULES. In using the common property of the SCHEME, the PURCHASER shall do so in such a manner so as to not interfere unduly or unreasonably with the lawful rights of the use and enjoyment thereof by other occupiers of the sections in the SCHEME or other persons lawfully upon the

SCHEME. The PURCHASER shall procure that all other occupants of the SECTION comply with the provisions of this CONTRACT;

4.2.5 shall at all times comply with the provisions of the ACT and the RULES;

4.2.6 waives all claims against the SELLER for any loss or damage to property or any injury to person which the PURCHASER may sustain in or about the PROPERTY, the SCHEME and indemnifies the SELLER, against any claim that may be made against the SELLER by an employee of the PURCHASER'S or any tenant, nominee, invitee or any other person who occupies the SECTION or goes upon the SCHEME by virtue of the PURCHASER'S rights thereto, for any loss or damage to property or injury to person suffered in or about the SECTION or the SCHEME howsoever such loss or damage to property or injury to person may be caused (save for any damage to property or injury to person caused by the intentional or grossly negligent acts of the SELLER);

4.2.7 shall not, without the prior written consent of the SELLER, the BODY CORPORATE, and (if required), the LOCAL AUTHORITY make or cause or allow to be made any change or improvements to the SECTION or remove or demolish any improvements whatever. If any such changes or improvements are made, with or without the aforesaid prior written consents, then, without prejudice to any rights the SELLER may have in terms of the CONTRACT or at law, the PURCHASER shall not have any claim against the SELLER in respect of any expenditure upon or improvements to the SECTION and

4.2.8 shall be liable for the payment of all services provided to the SECTION and any deposits and fees payable in connection with the supply of such services. In no way detracting from the aforesaid, it is specifically recorded that it shall be incumbent upon the PURCHASER, at the PURCHASER'S cost, to make application for the connection of water, electricity and telephone services to the SECTION.

- 4.3 The BODY CORPORATE shall be entitled at all reasonable times to have access to the SECTION and the common property of the SCHEME for the purpose of inspection or to carry out any maintenance or repairs whether relative to the SECTION or not, and the PURCHASER shall have no claim against the BODY CORPORATE for any disturbance in his occupation arising out of the exercise of the rights hereby conferred.
- 4.4 The PURCHASER shall, as owner of the PROPERTY, have exclusive use of certain portions of the common property of the SCHEME. The PURCHASER shall only be entitled to utilize such exclusive use areas for their designated purposes and in accordance with the RULES. The PURCHASER shall maintain such areas (as contemplated in the ACT and the RULES) at its own cost, in a good and neat condition at all times. The PURCHASER acknowledges that :
- 4.4.1 the exclusive use areas labelled LGF4 and LGF5 on the Sectional Title plan (being parking bays) shall be allocated to the PURCHASER, as owner of the SECTION, in terms of the RULES, as contemplated in Section 10(7) of the Sectional Title Schemes Management No 8 of 2011, and shall not be formally ceded to the PURCHASER and
- 4.4.2 the exclusive use area labelled TR526 on the Sectional Title plan (being the balcony that attaches to the SECTION) shall be formally ceded to the PURCHASER (as contemplated in Section 27 of the ACT), by the CONVEYANCERS, at the PURCHASER'S cost, on the DATE OF TRANSFER. The SELLER and the PURCHASER undertake to furnish the CONVEYANCERS with all documentation required by the CONVEYANCERS in this regard and to sign the relevant documentation prepared by the CONVEYANCERS in respect of the aforesaid cession, both within 7 (SEVEN) days of being called upon to do so by the CONVEYANCERS.

4.5 The PURCHASER shall not use the SECTION or permit it to be used in such manner or for such purposes as shall cause a nuisance to any occupier of any section in the SCHEME or interfere with the amenities of the SCHEME or so as to breach the RULES or any law, ordinance or by-law or provision of the Town Planning Scheme in force in relation to the SCHEME.

4.6 Save with the prior written consent of the BODY CORPORATE, the maximum number of persons that shall be entitled to occupy the PROPERTY shall be determined by multiplying the number of bedrooms in the SECTION by two.

5 LEVY AND OTHER CHARGES

5.1 The PURCHASER accepts liability, from the DATE OF TRANSFER, for the payment of a monthly levy to the BODY CORPORATE in respect of those items contemplated in the ACT. The PURCHASER shall be required to sign a debit order on an account with a South African registered commercial bank, in favour of a bank account nominated by the BODY CORPORATE, in order to ensure that the aforesaid monthly levy is paid timeously.

5.2 The PURCHASER agrees that he shall have no right to reclaim from the BODY CORPORATE any amount paid by way of a monthly levy or special levy, save as provided herein.

6 TRANSFER

6.1 The PURCHASER shall be obliged to accept ownership of the PROPERTY subject to –

6.1.1 the conditions, reservations and servitudes which affect the PARENT PROPERTY;

6.1.2 such conditions of sectional title as are imposed by the DEVELOPER and the local authority and

6.1.3 a condition registered, in favour of the DEVELOPER, against the title deeds to the PROPERTY to the effect that the PROPERTY, or any part thereof, shall not be used for the purposes of a share block scheme under the provisions of the Share Blocks Control Act, Act 59/1980, a time share scheme under the provisions of the Property Time Share Control Act 75/1983 or any similar such scheme or any other form of fractional ownership, without the prior written consent of the DEVELOPER.

7 PURCHASER'S ACKNOWLEDGMENT

7.1 The PURCHASER acknowledges that he is aware of the intended future development of the SCHEME by the DEVELOPER. Such development is intended to involve the establishment of, inter alia, high quality residential sections, retail and commercial activity. The PURCHASER hereby undertakes that he will, at all times, co-operate with the DEVELOPER in an endeavour to facilitate the success of the said development. Also in this respect, the PURCHASER undertakes that he shall not interfere with the proposed development of the SCHEME nor lodge an objection with any competent authority in respect of such development. In no way detracting from the generality of the aforesaid, in particular the PURCHASER agrees he shall not object to any application made by or on behalf of the DEVELOPER, its nominee or agent, for special consent usage, licenses for shopping or commercial 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 the PARENT PROPERTY or any portion thereof.

7.2 The PURCHASER acknowledges that:

- 7.2.1 for reasons of security on the SCHEME and due to the nature of the proposed development of the SCHEME and the various matters about which any purchaser should become aware when buying into the SCHEME, if the PURCHASER wishes to dispose of the PROPERTY, or any share therein he 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;
- 7.2.2 this clause is inserted for the benefit of the DEVELOPER, who shall be entitled to enforce its terms by law;
- 7.2.3 any owner who acquires the PROPERTY and who thereafter wishes to dispose of the PROPERTY, shall –
- a) to extent that he requires the services of a estate agent, do so exclusively through an estate agent accredited by the DEVELOPER. In consideration for its rights herein, the DEVELOPER shall procure that the commission payable to the accredited estate agent shall not exceed 7% (plus Value Added Tax thereon) of the purchase price of the PROPERTY; and
 - b) whether or not he utilises the services of an estate agent, include a clause in any document pursuant by which he disposes of the PROPERTY on the same terms precisely as this clause so that any future owner of the PROPERTY shall, to the extent that such owner requires the services of an estate agent in regard to the disposal of the PROPERTY, be required to appoint only an estate agent accredited by the DEVELOPER.
- 7.3 The PURCHASER further acknowledges that in the event of 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) wishing to dispose of the member's interest, shares or beneficial interest in the PURCHASER (as the case may be) he shall to the extent that such party requires the services of an estate agent in regard to such disposal, the provisions of paragraph 7.2 of these SPECIAL CONDITIONS shall apply *mutatis mutandis*.

- 7.4 All the DEVELOPER'S rights and obligations in terms of paragraph 7.2 and 7.3 hereof shall be ceded and assigned to the BODY CORPORATE by the DEVELOPER by no later than the date that the DEVELOPER no longer owns any section in the SCHEME or the right to extend the SCHEME by the erection of at least one section (as contemplated in Section 25 of the ACT).
- 7.5 The PURCHASER acknowledges that in the event of the PURCHASER disposing of the PROPERTY or in the event of the PURCHASER being an artificial person, such as a close corporation, company or trust and the member's interest, shares or beneficial interest (as the case may be), being disposed, of privately, (i.e. without the assistance of an estate agent), then in that event, the PURCHASER acknowledges that it shall be responsible for payment of an administration fee charged by the BODY CORPORATE in consideration for attending to its formalities in this regard. The aforesaid administration fee charged by the BODY CORPORATE shall be in the sole discretion of the BODY CORPORATE, who may increase same from time to time.
- 7.6 When selling the PROPERTY, the PURCHASER shall utilise such documentation (including the standard Sale Agreement), as is prescribed by the BODY CORPORATE (as the case may be).
- 7.7 Notwithstanding anything contained in the CONTRACT OF SALE, in the event of a breach of this clause 7, the DEVELOPER shall be entitled in its absolute discretion to refuse its written approval as required to the sale and

transfer of the PROPERTY until the provisions of this clause 7 are complied with and no party to this CONTRACT OF SALE shall have any claim for damages arising out of DEVELOPER'S refusal to give such written approval.

7.8 In order to protect the DEVELOPER'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 DEVELOPER first being had and obtained, which consent the DEVELOPER shall grant provided the provisions of this CONTRACT have been complied with.

7.9 The PURCHASER authorises the DEVELOPER to make such alterations or amendments to the RULES as well as to file and lodge such altered and amended Rules in the Deeds Registry at Pietermaritzburg, as the DEVELOPER believes is necessary to give effect to the provisions of this CONTRACT, and so as to provide for the harmonious operation of this SCHEME, and for that purpose the PURCHASER irrevocably and *in rem suam* appoints the DEVELOPER or its nominee as the PURCHASER'S duly authorized attorney, agent and proxy on the PURCHASER'S behalf, and to the PURCHASER'S exclusion, to attend all such meetings and do all such things as are necessary to give effect to the provisions of this clause.

7.10 For so long as the DEVELOPER owns a section (or the right to extend the SCHEME by the erection of at least one SECTION, as anticipated in Section 25 of the ACT):

7.10.1 the PURCHASER irrevocably and *in rem suam* appoints the DEVELOPER or its nominee to exercise the PURCHASER'S voting rights with regard to the appointment of the Trustees of the BODY CORPORATE and the appointment of the Managing Agents of the SCHEME, the PURCHASER acknowledging that the DEVELOPER or

its nominee may apply to be appointed as Managing Agents of the SCHEME, and

7.10.2 the PURCHASER shall not be entitled to vote in favour of the amendment of any of the RULES without the DEVELOPER'S prior written consent.

7.11 All the DEVELOPER'S rights and obligations in terms of paragraphs 7.9 and 7.10 hereof above shall be ceded and assigned to the BODY CORPORATE by the DEVELOPER by no later than the date the DEVELOPER no longer owns any section in the SCHEME or the right to extend the SCHEME by the erection of at least one section (as contemplated in Section 25 of the ACT).

7.12 It is recorded that the DEVELOPER shall be entitled to subdivide any section in the SCHEME owned by it and/or consolidate any two adjacent sections in the SCHEME owned by it, as the DEVELOPER in its sole and absolute discretion requires. The PURCHASER hereby consents to the aforesaid subdivisions and consolidations, insofar as its consent may be required, and hereby irrevocably and in rem suam, nominates, constitutes and appoints any director of the DEVELOPER, with power of substitution, to call and attend any meeting of the BODY CORPORATE or of the trustees of the BODY CORPORATE, on the PURCHASER'S behalf, and to vote in favour of any such resolution that may be required to give effect to any consolidation or subdivision of the sections in the SCHEME that the SELLER may require, as aforesaid.

7.13 It is recorded that the PURCHASER is agreeable to the DEVELOPER, in the DEVELOPER'S sole and absolute discretion, allowing time share activities (as contemplated in the Property Time Share Control Act 1983 (as amended)) to be conducted from certain units in the SCHEME. Should the DEVELOPER, in its sole and absolute discretion, agree to allow any time share activity to be conducted from any unit in the SCHEME, to the extent that the RULES require amendment in this regard to allow such activities, the

PURCHASER irrevocably and unconditionally agrees to the RULES being amended and further hereby irrevocably and in *rem suam*, nominates, constitutes and appoints any director of the DEVELOPER, with the power of substitution, to call and attend any meeting of the BODY CORPORATE or of the trustees of the BODY CORPORATE, on the PURCHASER's behalf (and to the PURCHASER's exclusion), and to vote in favour of any such resolution that may be required to amend the RULES to allow time share activity to be conducted from such units in the SCHEME as the DEVELOPER may agree to. (It is recorded that the PURCHASER's consent in terms of this paragraph shall constitute the required consent to the DEVELOPER conducting time share activities in respect of the units of the SCHEME designated by the DEVELOPER, as contemplated in Regulation 5(b) of the Property Timeshare Control Act 1983 (as amended)).

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

7.15 The PURCHASER acknowledges that it has had an opportunity to carefully read and consider the provisions of this CONTRACT and that it has been free to secure independent legal advice in respect of the provisions of same. In addition, the PURCHASER acknowledges that the SELLER undertook that the SELLER or the CONVEYANCERS, would explain any provisions of the CONTRACT which the PURCHASER may not have understood fully and, to the extent that the PURCHASER made the SELLER aware of any provisions of this CONTRACT it did not understand, such provisions were fully explained to the PURCHASER.

8 INDEMNITY

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, save for the information in respect of the PROPERTY specifically warranted in this CONTRACT. The SELLER

shall not be liable for any claim of any nature whatsoever that may arise due to any inaccuracies in information given in good faith by the SELLER to the PURCHASER, his agent or his nominee in respect of the PROPERTY and the PURCHASER hereby indemnifies the SELLER and holds it 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 in good faith (save for the information specifically warranted in this CONTRACT).

9 PROHIBITION ON CESSION AND RESALE

The PURCHASER shall not, sell, assign, cede or dispose of the PURCHASER'S rights under this CONTRACT without the prior written consent of the SELLER. In addition, the PURCHASER may not sell the PROPERTY prior to the DATE OF TRANSFER.

10 LETTING

10.1 In order to ensure that any tenant of any SECTION in the SCHEME is made aware of and complies with the RULES and in order to keep control over persons entering upon the SCHEME, it is agreed that should the PURCHASER wish to lease the PROPERTY, such lease shall be entered into on such documentation as may be prescribed by the BODY CORPORATE, from time to time (including, but in no way limited to, its standard lease agreement, if any) and shall be subject to such rules as may be laid down by the BODY CORPORATE in respect of the leasing of units in the SCHEME. In particular, and in no way detracting from the generality of the aforesaid, it is specifically brought to the PURCHASER'S attention that Rule 10.4 of the BODY CORPORATE'S conduct rules reads as follows, namely :

“An owner shall not be entitled to let his unit for a period of less than 14

(FOURTEEN) days save with the prior written consent of the Trustees and, during the development period, the Developer”.

10.2 Further, in the event of the PURCHASER wishing to lease the PROPERTY then, to the extent that the PURCHASER requires the services of a rental/management agency, to procure a tenant and/or to manage the PROPERTY while rented, it shall be obliged to utilise an agency appointed by the DEVELOPER or its nominee.

10.3 Should the DEVELOPER in its sole and absolute discretion elect, it shall be entitled to allow holiday/short term letting of units in SCHEME and further, shall be entitled to operate a rental pool scheme.

11 LIFESAVERS CLUBHOUSE

It is recorded that the lifesavers clubhouse is laid out on that portion of the PARENT PROPERTY covered by a beach amenity reserve servitude in favour of the Ethekwini Municipality which effectively gives the Ethekwini Municipality control over the area in question. The PURCHASER agrees that, in the event of the aforesaid clubhouse not being maintained adequately by its occupants or the Ethekwini Municipality that the BODY CORPORATE shall undertake such maintenance in order to protect the value of the various sections in the SCHEME.

12 SUBDIVISION OF THE PARENT PROPERTY

12.1 It is recorded that the contract of sale in terms of which the DEVELOPER purchased the PARENT PROPERTY, placed an obligation on the DEVELOPER to transfer back to Umhlanga Rocks Hotels Share Block (Pty) Ltd, or its nominee, that portion of the PARENT PROPERTY described as the “Designated Property” on the plan attached hereto marked **annexure “C”** (in extent approximately 2 500 (TWO THOUSAND FIVE HUNDRED) square metres) once same becomes registrable as a separate subdivision. The

PURCHASER hereby consents to the aforesaid subdivision of the PARENT PROPERTY and agrees to the transfer of the aforesaid "Designated Property", insofar as the PURCHASER's consent may be required.

- 12.2 In this regard, the PURCHASER hereby irrevocably and in rem suam, nominates, constitutes and appoints, any director of the DEVELOPER, with power of substitution, to call and attend any meeting of the BODY CORPORATE, called for the purposes of giving approval to the aforesaid subdivision and transfer, of the "Designated Property", and to vote, on the PURCHASER's behalf in favour of any resolution required to give effect to the aforesaid subdivision and transfer.
- 12.3 The PURCHASER shall, within 7 (SEVEN) days of request therefor by the CONVEYANCERS, obtain the consent from any mortgagee of the PROPERTY to the aforesaid subdivision and transfer, in such form as the Registrar of Deeds may require.

13. SEWER AND DRAIN SERVITUDES

- 13.1 It is recorded that the Ethekwini Municipality require a sewer and drain servitude to be registered over the PARENT PROPERTY, in their favour, in the position shown on the plan attached hereto marked annexure "C". The DEVELOPER shall attend to the registration of the aforesaid servitude in favour of the Ethekwini Municipality.
- 13.2 It is recorded that the Ethekwini Municipality may agree to the cancellation of an existing sewer and drain servitude over the PARENT PROPERTY, the position of which is shown on the plan attached hereto marked annexure "C". In the event of the Ethekwini Municipality agreeing to the cancellation of the aforesaid servitude, the SELLER may at the SELLER's election and cost, attend to the cancellation of the aforesaid sewer and drain servitude.
- 13.3 In this regard, the PURCHASER hereby irrevocably and in rem suam, nominates, constitutes and appoints any director of the

DEVELOPER with power of substitution, to call any meeting of the BODY CORPORATE called for the purposes of giving approval to the registration of the sewer and drain servitude (referred to in paragraph 13.1 above) and the cancellation of the sewer and drain servitude (referred to in paragraph 13.2 above) and to vote, on the purchaser's behalf, in favour of any resolution (special or otherwise) required to give effect to the aforesaid.

- 13.4 The PURCHASER shall, within 7 (SEVEN) days of request therefor by the CONVEYANCERS, obtain the consent from any mortgagee of the PROPERTY to the aforesaid cancellation and registration of servitudes, in such form as the Registrar of Deeds may require.

14 PERSONAL INFORMATION AND CONFIDENTIALITY CLAUSE

- 14.1 For the purposes of this paragraph 14:

14.1.1 "CONFIDENTIAL INFORMATION" shall mean all information of whatsoever nature regarding the business and affairs of each of the parties hereto (including, but in no way limited to, PERSONAL INFORMATION).

14.1.2 "DATA SUBJECT" means any identified or identifiable natural person or juristic person;

14.1.3 "PERSONAL INFORMATION" means information relating to any DATA SUBJECT connected with this CONTRACT;

14.1.4 "POPIA" means the Protection of Personal Information Act 2018

14.2 Each of the parties hereto hereby undertakes to the other of them that, both during the subsistence of this CONTRACT and after the termination thereof, for any reason whatsoever, any CONFIDENTIAL INFORMATION received by or in the possession of a party shall:

14.2.1 be kept in the strictest confidence;

14.2.2 not be disclosed other than in terms of this clause

- 14.2.3 be kept secret and protected from disclosure
- 14.2.4 not be used in whole or in part for any purpose other than a purpose envisaged in terms of this CONTRACT
and
- 14.2.5 not be used for any purpose other than the performance of a party's obligation under this CONTRACT.

- 14.3 The parties hereto shall each ensure compliance with POPIA in respect of PERSONAL INFORMATION with particular regard to:
 - 14.3.1 the collection and use;
 - 14.3.2 its safe guarding;
 - 14.3.3 any transfer to third parties;
 - 14.3.4 its retention and
 - 14.3.5 the protection of DATA SUBJECT'S rights.
- 14.4 Each party hereto agrees that it shall protect any CONFIDENTIAL INFORMATION disclosed to it, using the same standard of care as the receiving party applies to safeguard its own proprietary, secret or CONFIDENTIAL INFORMATION and agrees that any CONFIDENTIAL INFORMATION received by it shall be stored and handled in such a way so as to prevent any unauthorised disclosure thereof.
- 14.5 The parties hereto shall have proper notification and response procedures for any PERSONAL INFORMATION breach (as contemplated in POPIA).
- 14.6 The parties hereto agree to conduct or submit to audits and inspections in accordance with POPIA.
- 14.7 Each party hereto specifically authorises the CONVEYANCERS to disclose their CONFIDENTIAL INFORMATION to any third party that may be required in order for the CONVEYANCERS to attend to their obligations in terms of this CONTRACT, and in particular, to the effect registration of transfer of the property from the SELLER to the PURCHASER. In no way detracting from the generality of the aforesaid, it is recorded that the CONVEYANCERS are specifically authorised to release the parties' PERSONAL INFORMATION to:
 - 14.7.1 the South African Revenue Services;

- 14.7.2 the relevant local authority;
- 14.7.3 the relevant entomologist;
- 14.7.4 the appointed electrician (in order for the relevant certificates to be issued on the SELLERS behalf as provided for in terms of this CONTRACT);
- 14.7.5 the current mortgage of the PROPERTY;
- 14.7.6 the party from whom the PURCHASER is obtaining a loan to purchase the PROPERTY (if any);
- 14.7.7 the estate agent involved in the conclusion of the sale (if any);
- 14.7.8 the Deeds Registry and
- 14.7.9 the BODY CORPORATE.

14.8 Notwithstanding anything contained herein or elsewhere, nothing shall prevent either party disclosing any PERSONAL INFORMATION, it is required to disclose in terms of the law.

DATED at.....this..... day of
 2024

AS WITNESS:

1.

 PURCHASER: _____ (insert name). I acknowledge that I am acquainted with and understand the contents of this CONTRACT and that all the annexures to this CONTRACT were attached hereto when I signed same.

*On behalf of _____

(insert name of company if acting on behalf)

duly authorized hereto by virtue of a Resolution of
Directors/Members/Trustees

CONSENTING SPOUSE

DATED at.....this..... day of
..... 2024

AS WITNESS:

1.

DEVELOPER

hereby accepting the benefits conferred upon the
DEVELOPER in
terms of this CONTRACT