

CONDITIONS OF SALE

1 DEFINITIONS AND INTERPRETATION

- For the purposes of the CONTRACT OF SALE and the CONDITIONS OF SALE 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;
- 1.2 "ASSOCIATION" means the BOULEVARD, ZIMBALI LAKES OWNERS ASSOCIATION ("BOA");
- 1.3 "ARTICLES" or "CONSTITUTION" means the CONSTITUTION of the ASSOCIATION;
- 1.4 "ARCHITECT or PROJECT MANAGER" means the PROJECT MANAGER appointed by the SELLER periodically in respect of the Boulevard Development;
- 1.5 "this CONTRACT" means the CONTRACT OF SALE and all Annexures thereto;
- 1.6 "CONDITIONS OF SALE" means these conditions of sale;
- 1.7 "CONTRACT OF SALE" means the contract of sale to which these CONDITIONS OF SALE are **Annexure "A"**;
- 1.8 "CONVEYANCERS" means Tim du Toit & Co Inc.;
- 1.9 "COMMON PROPERTY" shall mean all those portions of the SCHEME including but not limited to any:
- 1.9.1 walls;
- 1.9.2 foundations;
- 1.9.3 roofing;
- 1.9.4 lifts;
- 1.9.5 stairwells;
- 1.9.6 corridors;
- 1.9.7 walkways;
- 1.9.8 external spaces and gardens;
- 1.9.9 common parking spaces;
- or any part thereof, which do not form part of any UNIT and which have not been allocated for the exclusive use of any UNIT and are capable of, and intended for, the use, enjoyment, benefit and utility in common by all Owners in the SCHEME.
- 1.10 "CPA" means the Consumer Protection Act No. 68 of 2008;
- 1.11 "DATE OF TRANSFER" means the date of registration of the transfer of the Unit to the PURCHASER in the Deeds Registry;
- 1.12 "DATE OF POSSESSION" means the date specified in 1.12 of the CONTRACT OF SALE subject to the provisions of paragraph 4 of the CONDITIONS OF SALE;
- 1.13 "DATE OF SIGNATURE" means the DATE OF SIGNATURE hereof by the last signing of the SELLER or the PURCHASER;
- 1.14 "DATE OF OCCUPATION" shall mean the date of beneficial occupation as defined in Clause 4 and shall also coincide with the DATE OF POSSESSION;
- 1.15 "DEVELOPER" means Zimbali Resort Developments Joint Venture Partnership, between Zimbali Land Developments (Pty) Ltd (Reg. No: 1996/016290/07) and Zimbali Hotels & Resorts South Africa (Pty) Ltd (Reg. No: 2003/023856/07), or any of its associated companies, subsidiaries or holding company;
- 1.16 "HOTEL" shall mean that portion within the entire Boulevard Development which is to be operated by the HOTEL OPERATOR as a HOTEL as shown on the annexed Plan and includes all the parking, retail and commercial section, restaurant, back of house and leisure facilities which attach to the HOTEL;
- 1.17 "HOTEL OPERATOR" shall mean the DEVELOPER or such other HOTEL OPERATOR as the DEVELOPER may appoint from time to time to operate the HOTEL;
- 1.18 "HOTEL OPERATOR STANDARD" means the physical and operational standards that the DEVELOPER and its affiliates use for hotels and resorts under management. The DEVELOPER'S Standard includes DEVELOPER brand standards and shall be generally consistent with the standards in actual use in hotels and resorts operated by the DEVELOPER with respect to operations, service, furnishings and maintenance, and consistent with the long-term interests of those who purchase a HOTEL UNIT;
- 1.19 "HOTEL UNIT" means a sectional title unit within the SCHEME designated by the SELLER as part of the HOTEL;
- 1.20 "JURISTIC PERSON" means a partnership, association, trust, body corporate, company, close corporation or other legal or juristic person;
- 1.21 "MANAGER" is IFA Zimbali Hotel & Resorts (Proprietary) Limited or its nominee;
- 1.22 "NHBRC" means the National Home Builders' Registration Council;
- 1.23 "PROPERTY" means Erven 318 and 319 (of 29) of Erf 1 Zimbali Lakes;
- 1.24 "PURCHASER" means the PURCHASER in terms of this CONTRACT;
- 1.25 "RESORT" means the properties over which the ZLR has jurisdiction;
- 1.26 "RULES" means the RULES of the ASSOCIATION and/or ZLR;
- 1.27 "SCHEME" means the sectional title SCHEMES to be known as BOULEVARD SUITES comprising the PROPERTY and all buildings constructed and to be constructed on the PROPERTY;
- 1.28 "SITE PLAN" means the plan which is **Annexure "C"** to the CONDITIONS OF SALE consisting of Location Plan and situation of the SECTION;
- 1.29 "SECTION" means the proposed SECTION in the SCHEME, referred to in 1.1 of the CONTRACT OF SALE, which SECTION is shown on the PLAN being **Annexure "G"** hereto and incorporating the Floor Plan and **Annexure "B"** the specifications of the SECTION;
- 1.30 "UNIT" means the UNIT to be established in terms of the ACT, which may be used by the PURCHASER for personal use in accordance with OPERATOR RULES and standards and which may only be leased out through the HOTEL in terms of the SELLER'S rental program in force from time to time, and comprising:
- 1.31 the SECTION and an undivided share in the COMMON PROPERTY in the SCHEME apportioned to the SECTION in accordance with the participation quota to be specified in a schedule to be endorsed on the sectional plan;
- 1.32 "ZLR" means Zimbali Lakes Resort Management Association;
- 1.33 "ZSC" means the Zimbali Sports Club;
- 1.34 words importing a gender shall include all genders and the singular shall include the plural and vice versa;
- 1.35 words or expressions defined in the ACT shall have the same meanings in this CONTRACT unless this CONTRACT specifies to the contrary;
- 1.36 clause headings are inserted purely for convenience and shall not be relevant in interpreting the contents of the clauses to which they relate;
- 1.37 if the PURCHASER consists of more than one person, such persons shall be jointly and severally liable in solidum for all their obligations in terms of this CONTRACT;
- 1.38 no indulgence or relaxation which the SELLER may allow to the PURCHASER in regard to the carrying out of the PURCHASER'S obligations in terms of or pursuant to this CONTRACT shall prejudice the SELLER'S rights under this CONTRACT in any manner whatsoever, or be regarded as a waiver of the SELLER'S rights in terms of this CONTRACT, or be construed to act as an estoppel against the SELLER to otherwise strictly enforce compliance of the PURCHASER'S obligations in terms of this CONTRACT;
- 1.39 if any provision of this CONTRACT is unenforceable for any reason whatever, such provision shall be deemed to be separate and severable from this CONTRACT, without in any way affecting the validity of the remaining provisions of this CONTRACT;
- 1.40 no indulgence or relaxation which the SELLER may allow to the PURCHASER in regard to the carrying out of the PURCHASER'S obligations in terms of or pursuant to this CONTRACT shall prejudice the SELLER'S rights under this CONTRACT in any manner whatsoever, or be regarded as a waiver of the SELLER'S rights in terms of this CONTRACT, or be construed to act as an estoppel against the SELLER to otherwise strictly enforce compliance with the PURCHASER'S obligations in terms of this CONTRACT;
- 1.41 in interpreting this CONTRACT, no provision shall be construed in a limiting fashion or in accordance with the Eiusdem Generis Rule (i.e. a specific provision of this CONTRACT on any particular issue, shall not be deemed in any way to detract from any general provision in respect to the same issue).
- 1.42 the rule of construction that this CONTRACT shall be interpreted against the Party responsible for the drafting of thereof, shall not apply.
- 1.43 the provisions of this CONTRACT, shall be read in conjunction with the provisions of the ACT, and insofar as the provisions of this CONTRACT are inconsistent with the provisions of the ACT, the provisions of the ACT shall prevail.
- 1.44 reference to a natural person shall include a JURISTIC PERSON and vice versa;
- 1.45 any reference to any statute, legislation or regulations shall be deemed to include any lawful amendments thereto or re-enactments thereof;
- 1.46 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;
- 1.47 where an expression has been defined and such definition contains a provision conferring rights or imposing obligations on any party, effect shall be given to that provision as if it were a substantive provision contained in the body of this CONTRACT.
- 1.48 if a number is referred to in numerals and words, the words shall prevail in the event of any conflict between the two;
- 1.49 this CONTRACT shall be governed by and construed according to the Laws of the Republic of South Africa;
- 1.50 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;
- 1.51 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;
- 1.52 a fully executed scanned and emailed copy of this CONTRACT shall be accepted as an original and this CONTRACT may be signed in counterparts and will be effective as such, each of which will be deemed an original and all of which together shall constitute one and the same CONTRACT as at the DATE OF SIGNATURE of the party last signing one of the counterparts;
- 1.53 this CONTRACT shall be binding on and enforceable by the administrators, trustees, successors in title, successors in office, assigns or liquidators of the parties as fully and effectually as if they had signed this CONTRACT 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;
- 1.54 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.
- 1.55 the provisions of this CONTRACT shall be read in conjunction with the provisions of the CPA and insofar as the provisions of the CONTRACT are inconsistent with the provisions of the CPA, the provisions of the CPA shall prevail.

2 LOAN FROM FINANCIAL INSTITUTION

- 2.1 This CONTRACT is subject to and conditional upon the PURCHASER obtaining a formal loan quotation from a South African commercial bank for the amount stated in 1.7 of the SCHEDULE and the SELLER receiving a copy of the written approval of such loan by the aforesaid commercial bank, both by no later than seven (7) days of receipt of written notice therefore from the SELLER provided the SELLER shall not give any such notice prior to thirty days of the date of this CONTRACT OF SALE. Should the aforesaid loan not be granted within such period or should the SELLER not receive a copy of the written approval by the aforesaid commercial bank of such loan by the date within such period, then in that event, this CONTRACT shall lapse and be of no further force and effect between the parties. In the event of the CONTRACT lapsing as contemplated above, the SELLER shall forthwith repay or procure the repayment of all amounts paid by the PURCHASER in respect of the purchase consideration of the UNIT excluding however any non-refundable price paid in terms of any agreement whereby the PURCHASER acquired a pre-emptive right in respect of the UNIT in the sum of R50 000.00. It is recorded that this clause has been inserted for the benefit of both the SELLER and the PURCHASER.
- 2.2 The PURCHASER shall make application to a South African commercial bank for the aforesaid loan as soon as possible after the DATE OF SIGNATURE, and undertakes, in good faith, to do whatever else may be reasonably required in order to ensure the aforesaid loan is granted timeously. The PURCHASER warrants that he qualifies financially for the grant of the loan.
- 2.3 Should the PURCHASER require a loan to fund the payment of the purchase price, or a portion thereof, as contemplated in Clause 2.1 above, the PURCHASER shall be obliged to make application through a bond originator appointed by the SELLER. It is recorded however that the Purchaser shall not be limited to the bond originator in making such application for the loan and may make other applications if it so requires. The PURCHASER shall not be obliged to accept any loan granted through its application to the bond originator provided it had made its own application to another institution in terms of clause 2.1 and such application had been successful. It is recorded that either the SELLER or the SELLER'S agent may be paid an introductory commission in respect of any loan arranged by such bond originator.

3 COMPLETION OF THE SECTION

- 3.1 The SELLER hereby undertakes to procure that the SECTION is erected substantially in accordance with the PLAN and is sufficiently complete for occupation by the DATE OF POSSESSION and DATE OF OCCUPATION, provided the PURCHASER has paid or duly secured the Purchase Price referred to in Clause 1.3 of the SCHEDULE.
- 3.2 The PURCHASER shall not give any instructions of any nature to any relevant PROJECT MANAGER or sub-contractor(s). Should the SELLER agree to any deviation from the Plan, such deviation shall be reduced to writing and any additional costs incurred by the SELLER in terms of such deviation shall be payable by the PURCHASER to the SELLER on demand.
- 3.3 Save as provided in the CONTRACT OF SALE, the PURCHASER purchases the UNIT voetstoots and shall have no claim against the SELLER in respect of any defects whether latent or patent in the UNIT or the COMMON PROPERTY of the SCHEME.
- 3.4 The PURCHASER shall have no claim of any nature against the SELLER for any loss, damage or injury which the PURCHASER or its Occupiers may directly or indirectly suffer by reason of any latent or patent defects in the UNIT, Building or any part thereof being in a defective condition or state of disrepair or any particular repair not being effected by the SELLER timeously or at all or arising out of a Force Majeure Event or any other cause either wholly or partly beyond the SELLER'S control or arising out of any act or omission by any owner or occupier of a UNIT in the SCHEME or RESORT.
- 3.5 If there is any dispute between the PURCHASER and the SELLER as to whether the SECTION has been constructed substantially in accordance with the Plan and/or has been erected in substantially the position as reflected in the SITE PLAN and/or is sufficiently complete for beneficial occupation and/or whether there are any defects in the SECTION arising out of defective materials or workmanship, then such dispute shall be referred to the PROJECT MANAGER (acting as an expert and not as an arbitrator) whose decision shall be final and binding upon the parties.
- 3.6 The SELLER warrants that the SECTION will be enrolled with the National Home Builders Registration Council ("NHBRC") as contemplated in the Housing Consumer Protection Measures Act, No. 95 of 1998.
- 3.7 The PURCHASER acknowledges that after the completion of the UNIT the SELLER and/or its agents, contractors and workmen may be engaged in erecting other dwellings, driveways and other structures on the PROPERTY and the PURCHASER agrees that the SELLER and/or its agents, contractors and workmen shall at all times have reasonable access to the UNIT for the purposes of carrying out such work as may be necessary to enable the SELLER to procure the erection and layout of the aforementioned dwellings, driveways and other structures. The PURCHASER shall have no claim whatever against the SELLER by reason of any inconvenience or interference with the PURCHASER'S rights arising here from and the PURCHASER shall not, in any way whatsoever, interfere with the performance of the aforesaid work.
- 3.8 As is required in terms of Section 13(2)(a) of the aforesaid Act 95 of 1998, the SELLER warrants that:
- 3.8.1 the SECTION shall be constructed in a proper and workmanlike manner;
- 3.8.2 the SECTION will be fit for habitation on the Date of Completion;
- 3.8.3 the SECTION shall be constructed in accordance with:
- 3.8.3.1 the National Home Builders Registration Council Technical Requirements to the extent applicable to the SECTION at the date of enrolment of such SECTION with the National Home Builders Registration Council; and
- 3.8.3.2 the terms, plans and specifications referred to in this CONTRACT.
- 3.9 As provided for in SECTION 13(2)(b) of the aforesaid ACT 95 of 1998, the SELLER undertakes to:
- 3.9.1 rectify any major structural defects in the SECTION caused by non-compliance with the National Home Builders Registration Council's Technical Requirements which occur within a period of FIVE (5) years from the Date of Completion and of which the SELLER is given written notice by the PURCHASER within that period;
- 3.9.2 rectify non-compliance with or deviation from the terms, plans and specifications referred to in this CONTRACT or any deficiency related to design, workmanship or material, of which the SELLER is notified in writing by the PURCHASER. Such written notice to be given by the PURCHASER within thirty (30) days of DATE OF POSSESSION;
- 3.9.3 repair roof leaks attributable to workmanship, design or materials occurring and of which the SELLER is notified, in writing, by the PURCHASER or HOTEL OPERATOR within a period of TWELVE (12) months from the Date of Completion;
- 3.9.4 In no way detracting from the generality of any other provision in this CONTRACT, it is recorded that the SELLER may, at the SELLER'S discretion, elect not to install any item on the schedule of finishes (which forms part of the Plan), provided that the SELLER installs a similar item of similar quality in its place. In the event of there being any dispute as to whether the item installed by the SELLER is of a similar quality, the certificate by the ARCHITECT (acting as an expert and not as an arbitrator) certifying that such item is of a similar quality, shall be final and binding on the parties;
- 3.9.5 Notwithstanding anything contained herein or elsewhere, under no circumstances whatsoever, shall the SELLER be liable to make good any damage to any unit or the COMMON PROPERTY of the SCHEME caused by the PURCHASER or the PURCHASER'S employees, contractors, agents, representatives or any other person who comes upon the SCHEME by virtue of the PURCHASER'S rights thereto. Further, the PURCHASER shall be liable for the cost of repairing any damage caused to the COMMON PROPERTY or any unit in the SCHEME by the PURCHASER, its contractors, agents, representatives, employees or other persons who come upon the SCHEME by virtue of the PURCHASER'S rights thereto;
- 3.9.6 Notwithstanding anything contained herein or elsewhere, and in no way detracting from the generality to the aforesaid, it is specifically recorded that the SELLER shall not be liable for the rectification of any defects or faults in the SECTION caused by surface water, storm water or rain water, normal settlement or cracking resulting from normal settlement, normal shrinkage, thermal cracking, geological disturbances, normal wear and tear from use or neglect by the PURCHASER;
- 3.9.7 It is recorded that the SECTION is a "special order good" as contemplated and defined in the CPA, in that the detailed design and specifications of the SECTION (as set out in **Annexure "G"** hereto) have been formulated and altered to meet the PURCHASER'S requirements.
- 3.10 The SELLER shall cause the building contractor to attend to any deficiencies of which timeous notice in terms of clause 3.9.2 has been given such remedial work to be done within a reasonable period. The PURCHASER'S obligation to pay the occupational rental referred to in clause 6 shall continue during the remedial period until the DATE OF TRANSFER.

4 COMPLETION DATE

- 4.1 The SELLER hereby undertakes to use its best endeavours to complete the SECTION by the Date of Completion provided the PURCHASER has paid the Purchase Price referred to in Clause 1.3 of the SCHEDULE.
- 4.2 If, however, the SELLER is of the opinion that, for whatever reason, the SECTION will not be sufficiently complete for occupation by the Date of Completion, then –
- 4.2.1 the SELLER shall notify the PURCHASER of such fact before such date. In such event the PURCHASER shall accept occupation and possession of the SECTION on the date the SELLER notifies him in writing that the SECTION will be sufficiently complete for beneficial occupation and such subsequent date shall (subject to the provisions of Clause 4.5 below) be deemed for all purposes to be the Date of Completion. There shall be no limit on the number of occasions the SELLER may extend the Date of Completion; and
- 4.2.2 if the SECTION is not sufficiently complete for beneficial occupation within 24 (twenty four) calendar months after the date specified in Clause 1.11 of the CONTRACT OF SALE or any extended date, the PURCHASER shall have the right on notice to the SELLER to rescind from this CONTRACT. In such event the PURCHASER shall be entitled to receive a refund of an amount equal to the aggregate of all payments made by the PURCHASER in respect of the Purchase Price referred to in Clause 1.3 of the SCHEDULE; and
- 4.2.3 the PURCHASER shall have no claim of whatsoever nature or howsoever arising against the SELLER for failing for any reason to complete the SECTION on or before the Date of Completion.
- 4.3 The SELLER shall be entitled to anticipate the Date of Completion by written notice to the PURCHASER provided that such anticipated date shall not be more than 180 (one hundred and eighty) days earlier than the date stated in Clause 1.11 of the SCHEDULE. Should the Seller bring the Date of Completion forward by giving the PURCHASER the written notice as aforesaid, such date shall be regarded as the Date of Completion for the purposes of this CONTRACT (subject to the provisions of Clause 4.4 below).
- 4.4 In the event of any dispute as to when or whether the SECTION is sufficiently complete for occupation, a certificate by the PROJECT MANAGER (acting as an expert and not an arbitrator) certifying that the SECTION is sufficiently complete for occupation shall be final and binding upon the parties.
- 4.5 Notwithstanding anything contained herein, the PURCHASER shall not be entitled to Occupation of the SECTION until such time as the Purchase Price, referred to in Clause 1.3 of the SCHEDULE, has been fully secured by the CONVEYANCER. Should the SECTION be sufficiently complete but the amount referred to in Clause 1.3 of the SCHEDULE not have been paid to the SELLER in full, then in that event (without prejudice to the SELLER'S rights to claim specific performance or to any other rights the SELLER may have in terms of this CONTRACT or at law) possession and occupation shall only be confirmed to the PURCHASER once such amount has been paid to the SELLER and the date of such payment shall be regarded as the Date of Completion.

5 RIGHTS AND OBLIGATIONS IN RESPECT OF OCCUPATION

- 5.1 The PURCHASER acknowledges that on the DATE OF POSSESSION the SCHEME and the RESORT 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 DEVELOPER, the ASSOCIATION and the SELLER by reason of any such inconvenience.
- 5.2 From the DATE OF POSSESSION the PURCHASER –
- 5.2.1 shall be entitled to beneficial occupation of the SECTION, and the SECTION shall be used for residential/guest purposes only and for no other purpose whatsoever. The maximum number of persons that shall be entitled to occupy the SECTION shall be two persons per Studio Unit or one Bedroom Unit, provided additional persons may be accommodated only by prior arrangement with the HOTEL OPERATOR.
- 5.2.2 shall, at his own expense, maintain the interior of the SECTION in a good, clean and thoroughly tenable and attractive condition, and where necessary repair or refurbish any damaged item and replace any lost item.
- 5.2.3 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.
- 5.2.4 shall, if the SECTION is separately metered for the supply of electricity and/or water thereto, make arrangements with the suppliers to obtain the relevant connections and shall pay for any consumption thereof.
- 5.2.5 shall be entitled to the use and enjoyment, along with the purchasers of other dwellings erected or to be erected on the PROPERTY, of those parts of the COMMON PROPERTY of the SCHEME not subject to rights of exclusive use by such purchasers, subject to the RULES.
- 5.2.6 shall at all times comply with the provisions of the ACT and the RULES.
- 5.2.7 waives all claims against the DEVELOPER, the ASSOCIATION and the SELLER for any loss or damage to the UNIT or any injury to person which the PURCHASER may sustain in or about the SECTION, any other part of the RESORT and indemnifies THE DEVELOPER, the ASSOCIATION and the SELLER against any such claim that may be made against the DEVELOPER, the ASSOCIATION and the SELLER by a member of the PURCHASER'S family or any tenant, nominee, invitee or any other person who occupies the SECTION and/or goes upon the RESORT by virtue of the PURCHASER'S rights thereto, for any loss or damage to the UNIT or injury to person suffered in or about the SECTION, or any other part of the RESORT howsoever such loss or damage to UNIT or injury to person may be caused (save for any loss or damage to UNIT or injury to person caused by the wilful or grossly negligent acts of the DEVELOPER, the ASSOCIATION and the SELLER, as the case may be).
- 5.2.8 shall not, without the prior written consent of the ASSOCIATION and the relevant 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 prior written consent of the ASSOCIATION, the PURCHASER shall not have any claim against the ASSOCIATION in respect of any expenditure upon or improvements to the SECTION.
- 5.2.9 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.
- 5.3 All the benefit of and risk in and to the UNIT shall pass to the PURCHASER on the DATE OF POSSESSION including the liability to pay any municipal rates and any other charges levied by any government or local authority.
- 5.4 The SELLER either personally or through its servants or agents shall be entitled at all reasonable times to have access to the SECTION 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 SELLER for any disturbance in his occupation arising out of the exercise of the rights hereby conferred.
- 5.5 The PURCHASER shall procure that all occupants of the SECTION comply with the provisions of this CONTRACT.
- 5.6 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 erected on the PROPERTY or interfere with the amenities of the PROPERTY, 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 UNIT and/or the PROPERTY.
- 5.7 Notwithstanding the fact that the risk and benefit in and to the SECTION shall pass to the PURCHASER on the DATE OF POSSESSION, the SELLER undertakes to ensure that the SECTION is insured against the usual risks until such time as the SECTION is incorporated into the SCHEME in terms of Section 25(9) of the ACT.
- 5.8 The PURCHASER undertakes and shall be obliged to abide by the RULES and to ensure that all tenants, nominees, invitees and other persons who occupy the UNIT and/or go upon the SCHEME by virtue of the PURCHASER'S rights thereto, do likewise.
- 5.9 The PURCHASER shall be entitled to inspect the SECTION, prior to the DATE OF POSSESSION, at such times and on such dates as may be agreed to by the SELLER (whose agreement shall not be unreasonably withheld), the PURCHASER acknowledging that its visits to the site in this regard need to be limited and regulated due to the fact that the UNIT is partially a construction site (and thus poses a hazard to visitors) and further, as the presence of parties not connected with the construction of the SCHEME may hinder the progress of same. The PURCHASER waives all claims against the SELLER for any loss or damage to UNIT or injury to person which the PURCHASER may sustain in or about the UNIT and indemnifies the SELLER against any claim that may be made against the SELLER by any employee of the PURCHASER or any tenant, nominee, invitee or other person who goes upon the UNIT by virtue of the PURCHASER'S rights in terms of this clause, for any loss or damage to UNIT or injury may be caused (save for any damage to UNIT or injury to person caused by the intentional or grossly negligent act of the SELLER).

6 OCCUPATIONAL RENTAL

- 6.1 With effect from the DATE OF POSSESSION until DATE OF TRANSFER the PURCHASER shall pay the occupational rental set in clause 1.13 of the CONTRACT OF SALE. Such rental shall be paid monthly in advance and pro-rated for portions of a month notwithstanding the fact that any deficiencies of which the SELLER has been timeously notified in clause 3.9.2 have not been attended to.

7 SALE

- 7.1 The SELLER hereby sells the UNIT to the PURCHASER who hereby purchases the UNIT on the terms and conditions contained herein.

8 VOETSTOOTS

- 8.1 The UNIT is sold and purchased *voetstoots*, absolutely as it stands, with all its defects (if any) whether patent or latent.
- 8.2 The UNIT is sold subject to all conditions and servitudes contained in the existing title deeds or otherwise recorded against the UNIT at the Registrar of Deeds.
- 8.3 The PURCHASER acknowledges that he has satisfied himself as to the nature, locality and extent of the UNIT and the SELLER shall not be liable for any deficiency in the extent thereof nor shall it benefit by any surplus.
- 8.4 Notwithstanding the above the SELLER warrants that the SECTION will be enrolled with the National Builders Registration Council in terms of ACT 95/1996.

9 LEVY AND OTHER CHARGES

- 9.1 The PURCHASER shall, from the DATE OF TRANSFER, accept liability for payment of the monthly levy referred to in clause 1.8 of the SCHEDULE to the ASSOCIATION in respect of those items provided for in its CONSTITUTION. The PURCHASER shall be obliged to effect payment of such levy by means of debit order.
- 9.2 For the purposes of 9.1, the expenses of administration shall include all disbursements of whatsoever nature which the SELLER shall in its discretion deem necessary and/or desirable for the preservation of the UNIT and/or the PROPERTY and its amenities, including without limitation all costs of maintenance for which the PURCHASER is not in terms hereof liable specifically in respect of the UNIT, the payment of rates and any other charges levied by any governmental or local authority, insurance of the Buildings against fire and any other insurances which the SELLER may deem it prudent to effect and the payment of wages to any servant which the SELLER may reasonably decide to employ for the purpose of maintaining the COMMON PROPERTY.
- 9.3 In addition to the levy referred to in 9.1 and the two (2%) percent sales levy referred to in 19.2, the PURCHASER shall, from the DATE OF TRANSFER, be liable for the payment of a levy (clause 1.9 of the SCHEDULE) either monthly or annually as the ZLR may determine in respect of those items and amounts payable in terms of ZLR Constitution. The PURCHASER acknowledges that both ASSOCIATIONS shall require a debit order from the PURCHASER in respect of the payment of the aforesaid levy unless the PURCHASER elects to pay such levy annually in advance.
- 9.4 The levy amounts referred to in paragraph 1.8 and 1.9 of the SCHEDULE are estimations of the monthly levies payable by the PURCHASER, made in good faith by the SELLER and the SELLER shall not be responsible for any inaccuracies in this estimation.
- 9.5 The PURCHASER agrees that he shall have no right to reclaim from the ZLR or the ASSOCIATION or the SELLER any amount paid by way of a contribution, monthly levy or special levy, save as provided herein.
- 9.6 The principal contribution payable to ZLR shall be the two percent (2%) of resale charge referred to in clause 19.2 payable directly to ZLR although ZLR will also raise levies against its member associations as referred to in 9.3 and 20.2 in order to carry out its duties and obligations. The Trustees of the BOA shall allocate any levy imposed on it by ZLR to its Members who will be obliged to effect payment of such allocated amount directly to ZLR in accordance with the provisions of the Constitutions of ZLR and BOA.

10 TRANSFER

- 10.1 The CONVEYANCERS shall pass transfer of the UNIT to the PURCHASER as soon as is reasonably practicable in the circumstances, provided the PURCHASER has complied with all his obligations under this CONTRACT.
- 10.2 The PURCHASER shall, within 7 (SEVEN) days of being called upon to do so by the CONVEYANCERS –
- 10.2.1 pay to the CONVEYANCERS all costs of and incidental to the passing of transfer of the UNIT to the PURCHASER, including transfer duty, bond costs, bank charges and all conveyancing fees and disbursements and;
- 10.2.2 furnish all such information, sign all such documents and pay all such amounts that may be necessary or required to enable the CONVEYANCERS to pass transfer of the UNIT;
- 10.3 No liability of any nature whatsoever shall attach to the SELLER, ZLR or the ASSOCIATION arising out of any delays in effecting transfer of the UNIT to the PURCHASER.
- 10.4 The PURCHASER shall be obliged to accept transfer of the UNIT, *inter alia*, subject to –
- 10.4.1 the conditions, reservations and servitudes which burden the UNIT;
- 10.4.2 any change in the description of the UNIT;
- 10.4.3 the conditions referred to in 11.1 and 11.2;
- 10.4.4 a condition registered in favour of the DEVELOPER against the title deed to the UNIT to the effect that the UNIT 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 No. 59/1980, a Time Share Scheme under the provisions of the Property Time-Sharing

Control Act 75/1983 a "practical ownership scheme" or any similar such schemes without the prior written consent of the DEVELOPER except in circumstances where the DEVELOPER conducts such a scheme in respect of a unit erected on the PROPERTY;

- 10.4.5 a condition registered in favour of the SELLER and BOULEVARD OWNERS ASSOCIATION whereby all the functions and powers of the Body Corporate, once established are assigned to BOULEVARD OWNERS ASSOCIATION.
- 10.5 It is recorded that in order to effect transfer of the UNIT, the CONVEYANCERS shall be required to lodge, inter alia, a Transfer Duty Exemption Certificate, issued by the South African Revenue Services (hereinafter in this paragraph referred to as "SARS") with the Deeds Registry. It is further recorded that SARS has adopted a policy of not issuing the aforesaid certificate in the event of any party to the transaction in arrears with the payment of any amounts SARS believes is due to it or otherwise not being in compliance with Tax Laws. Should SARS refuse to issue a Transfer Duty Exemption Certificate in respect of the sale of the UNIT, in terms of this CONTRACT, due to the fact that the PURCHASER is in arrears with any payments to SARS or has otherwise not complied with any Tax Laws, then in that event, the PURCHASER shall be deemed to be in breach of this CONTRACT OF SALE and the SELLER shall be entitled to cancel this CONTRACT should the PURCHASER not rectify such breach within 7 (SEVEN) days of receipt of a notice from the SELLER calling upon him to remedy such breach (as contemplated in paragraph 13 of the CONDITIONS OF SALE). Further, should there be any delay in the issue of the aforesaid Transfer Duty Exemption Certificate by SARS for either of the aforesaid reasons, then in that event, the PURCHASER shall be deemed to be delaying the registration of transfer which shall entitle the SELLER to claim mora interest from the PURCHASER as contemplated in paragraph 29 of the CONDITIONS OF SALE.

11 CONDITIONS OF TITLE

- 11.1 A condition registered will be against the title deed to the SCHEME to the effect that the UNIT or any portion thereof or interest therein shall not be alienated, leased or transferred without the written consent of the ASSOCIATION first being had and obtained (if being recorded that the ASSOCIATION shall be entitled, at its absolute discretion, to refuse its written consent until such time as the provisions of its Constitution and the RULES are complied with and no party to this CONTRACT OF SALE shall have any claim for damages arising out of the ASSOCIATION's refusal to give such written consent);
- 11.2 In order to protect all the DEVELOPER'S rights under this agreement a condition will be registered against the title deed to the SCHEME to the effect that the UNIT or any portion thereof or interest therein shall not be alienated, leased or transferred without the written consent of the DEVELOPER first being had and obtained (if being recorded that the DEVELOPER shall be entitled, at its absolute discretion, to refuse its written consent and no party to this CONTRACT OF SALE shall have any claim for damages arising out of the DEVELOPER'S refusal to give such written consent);
- 11.3 A condition will similarly be registered against the title deed to the SCHEME in favour of ZSC and ZLR to the effect that the UNIT may not be alienated, transferred or disposed of without the written consent of ZSC or ZLR.
- 11.4 A condition that the functions and powers of the Body Corporate shall be ceded and delegated to BOA in terms of the ACT.

12 RULES

- The PURCHASER acknowledges that the Trustees of ZLR and the ASSOCIATION shall be entitled at all times to lay down RULES in regard to –
- 12.1 the preservation of the natural environment;
- 12.2 vegetation and flora and fauna in the RESORT;
- 12.3 the use and allocation of private parking areas for owners of immovable property in the RESORT and their guests;
- 12.4 the right to keep any animal, reptile or bird;
- 12.5 the use of recreation and entertainment in respect of common areas and amenities and facilities;
- 12.6 the placing of movable objects upon or outside the buildings included in the RESORT, including the power to remove any such objects;
- 12.7 the storing of flammable and other harmful substances;
- 12.8 the conduct of any persons within the RESORT and the prevention of nuisance of any nature to any owner of immovable property in the RESORT;
- 12.9 the use of common land within the RESORT;
- 12.10 the use of the UNIT by co-owners where same is owned in undivided shares by more than one person;
- 12.11 the use of roads, pathways and open spaces;
- 12.12 the imposition of fines and other penalties to be paid by members of the ASSOCIATION, and
- 12.13 generally in regard to any other matter which the ASSOCIATION from time to time considers appropriate, and the PURCHASER undertakes and shall be obliged, with effect from the DATE OF POSSESSION, to abide by such RULES and to ensure that all tenants, nominees, invitees and other persons who occupy any UNIT and/or go upon the RESORT by virtue of the PURCHASER'S rights thereto, do likewise.

13 SECTIONAL TITLE

- 13.1 The PURCHASER acknowledges that it is not possible for the SELLER to give transfer of the UNIT to the PURCHASER until such time as the Sectional Title Register of the SCHEME is opened in terms of the ACT. Accordingly the SELLER undertakes, within a reasonable time and at its own expense, to take such steps as may be reasonably necessary to procure the opening of the said Sectional Title Register.
- 13.2 Notwithstanding anything to the contrary herein contained, this CONTRACT is subject in its entirety to the said Sectional Title Register in respect of the UNIT being opened by no later than 31st December 2021 failing which:
- 13.2.1 the PURCHASER shall be entitled to be refunded all monies paid on account of the Purchase Price referred to in Clause 1.3 of the SCHEDULE;
- 13.2.2 save as herein provided, neither party shall have in such event any further claims whatsoever against the other, nor shall the PURCHASER be entitled to claim or allege any right of occupation or tenancy of the UNIT.
- 13.3 No liability of any nature whatsoever shall attach to the SELLER or the ASSOCIATION arising out of any delay in opening the Sectional title Register.

14 MARKETING FEE AND AGENT'S COMMISSION

- 14.1 The PURCHASER warrants that it was introduced to the UNIT by an estate agent appointed or mandated by the agency referred to in Clause 1.15 of the CONTRACT OF SALE who, it is recorded, was the effective cause of the sale in terms of this CONTRACT. The SELLER shall pay a selling commission calculated at 3% (inclusive of VAT) of the Purchase Price referred to in Clause 1.3 of the SCHEDULE to the agency referred to in Clause 1.15 of the SCHEDULE. In addition the SELLER may pay or set aside an amount to be utilised for marketing the Boulevard, Zimbali Lakes Development and Zimbali Lakes Resort.
- 14.2 The PURCHASER warrants that no agency or agent, other than those referred to in the CONDITIONS OF SALE above, was responsible for introducing him to the UNIT and further warrants that no other agent or agency will have any claim against the SELLER for agent's commission arising out of this transaction. The PURCHASER indemnifies and holds harmless the SELLER against any loss, damage or expense sustained, suffered or incurred by the SELLER arising out of any breach of the foregoing warranty.

15 DEFAULT

- 15.1 If the PURCHASER:
- 15.1.1 fails to pay any amount in terms of this CONTRACT, or commits any breach of the remaining conditions of this CONTRACT and should the PURCHASER fail to remedy such breach within 10 (TEN) days of the date of delivery, if delivered by hand, or receipt if posted by prepaid registered post, of a written notice calling on him to remedy such breach, or
- 15.1.2 commits a repetition of such breach within a period of two months after having been warned by the SELLER to desist therefrom, the SELLER shall be entitled, without prejudice to any other rights, which it may have at law or in terms hereof and at the SELLER'S election to –
- 15.1.2.1 cancel this CONTRACT, and retake possession of the UNIT, and should the SELLER so elect it may recover any damages however incurred as a result of such cancellation (including any loss and expenses on a resale, whether by public auction or private treaty), in which event the amount or amounts paid to the SELLER or the CONVEYANCERS (including any amount held in trust by the CONVEYANCERS and any interest thereon) may be retained by the SELLER as liquidated damages (rouwkoop) or towards the payment of any damages sustained by the SELLER (it being recorded that the damages that the SELLER may suffer in this regard may include, inter alia, loss of interest, agents commission, marketing fees and other professional fees incurred, holding costs incurred in respect of the UNIT, including, but in no way limited to, rates and levies payable in respect of the UNIT, and should the UNIT subsequently be resold for a lower purchase price than that referred to in this CONTRACT, the difference in such purchase prices) or
- 15.1.2.2 claim immediate performance by the PURCHASER of all his obligations in terms of this CONTRACT whether or not the due date for the performance shall otherwise have arrived.
- 15.2 Notwithstanding the foregoing, should the SELLER exercise any of his rights in terms hereof and should the PURCHASER dispute the SELLER'S right to do so, then pending the determination of that dispute, the PURCHASER shall continue to pay all amounts payable in terms of this CONTRACT on the due date thereof, and to comply with all the terms hereof, and the SELLER shall be entitled to recover and accept such payments and/or other performance without prejudice to the SELLER'S claim to have exercised its rights in terms hereof, and in the event of the SELLER succeeding in such dispute, the SELLER shall be entitled to retain such amounts received in the interim as payment for the occupational rights exercised and/or enjoyed by the PURCHASER in the interim.
- 15.3 For all purposes of this CONTRACT any act or omission on the part of any tenant, nominee or other person who occupies the UNIT, or invitee of the PURCHASER, or of such tenant, nominee or other person who goes upon the PROPERTY, shall be deemed to be an act or omission of the PURCHASER.
- 15.4 Should the SELLER, commit a breach of any of the provisions of this CONTRACT, then the PURCHASER shall be entitled to give the SELLER written notice to remedy the breach. If the SELLER fails to comply with that notice within 14 (FOURTEEN) days of receipt thereof, subject to any other provisions of this CONTRACT to the contrary, the PURCHASER shall be entitled to cancel this CONTRACT or to claim specific performance, in either event without prejudice to the PURCHASER'S right to claim damages. The foregoing is without prejudice to any other rights the PURCHASER may have in terms of this CONTRACT, common law or statute.

16 JURISDICTION AND COSTS

- 16.1 In the event of any action or application arising out of this CONTRACT, the parties hereby consent to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under section 28 of the Magistrate's Court Act of 1944, as amended. Notwithstanding that such proceedings are otherwise beyond the said court's jurisdiction, this clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrate's Court Act of 1944, as amended.
- 16.2 Notwithstanding anything to the contrary herein contained either party hereto shall have the right at its sole option and discretion to institute proceedings in any other court which might otherwise have jurisdiction.

- 16.3 All legal costs incurred by either party in consequence of any default of the provisions of this CONTRACT by the other shall be payable by the defaulting party on demand to the maximum amount permitted by Law and shall include collection charges, the costs incurred by the aggrieved party in endeavouring to enforce such rights prior to the institution of legal proceedings and the costs incurred in connection with the satisfaction or enforcement of any judgement awarded in favour of the aggrieved party in relation to, in terms of or arising out of this CONTRACT.
- 17 SOLE CONTRACT**
- 17.1 The PURCHASER acknowledges that this CONTRACT constitutes the sole basis of the CONTRACT between himself and the SELLER, and that he has not been induced to enter into such CONTRACT by any representations or warranties (whether contained in any letter, brochure, advertising material or otherwise) other than those contained herein and he shall be deemed to have satisfied himself in regard to all other relevant matters of whatsoever nature not specially dealt with herein. The PURCHASER confirms that, to the extent that any representations or warranties in respect of the UNIT were made to the PURCHASER, prior to the signature of this CONTRACT, such representations and/or warranties shall not be binding on the SELLER. Any agreement between the PURCHASER and the SELLER to cancel, alter or add to this CONTRACT shall not be binding and shall be of no force or effect unless reduced to writing and signed by the parties hereto, or by their agents acting on their written instructions.
- 18 PURCHASER'S ACKNOWLEDGMENTS**
- 18.1 The PURCHASER acknowledges that he is aware of the intended future development of the RESORT by the DEVELOPER, which development will consist of upmarket residential dwellings, golf course(s), hotels, commercial properties, private and publicly accessible recreational areas, water body and sports club. It is intended for the development to be aesthetically pleasing and to have a harmonious style which blends with the environment. The PURCHASER hereby undertakes that he will, at all times, co-operate with the DEVELOPER in an endeavour to facilitate the success of the said development. Also in this respect, the PURCHASER undertakes that he shall not unreasonably interfere with any such proposed development nor lodge an objection with any competent authority in respect of any such development. In particular, but without derogating from the generality of the foregoing, the PURCHASER agrees that he will not object to any application made by or on behalf of the DEVELOPER, its nominee or agent for special usage consent, licences for shopping, commercial, filling station rights, rezoning, removal of conditions of title under the Removal of Restrictive Conditions Act or by way of an application to Court or to any local or other competent authority in respect of any property within the RESORT. Again in no way detracting from the generality of the aforesaid, the PURCHASER specifically acknowledges that owners of land surrounding the PROPERTY will be erecting buildings and other structures on surrounding land which may block or otherwise interfere with the views from the UNIT. The PURCHASER agrees he shall have no right to object to the construction of any building or other structure on any land within the RESORT on the basis that such building or other structure blocks or otherwise interferes with the views from the UNIT, nor will he have any claim for any alleged diminution in value of the UNIT arising out of any interference with the views from the UNIT by reason of the construction of any such building or structure.
- 18.2 The PURCHASER acknowledges that:
- 18.2.1 for reasons of security on the RESORT and due to the nature of the proposed development of the RESORT and the various matters about which any purchaser should become aware when buying into the RESORT, if the PURCHASER wishes to dispose of the UNIT, or any share therein or any subdivision thereof, 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;
- 18.2.2 this clause is inserted for the benefit of the DEVELOPER, who shall be entitled to enforce its terms by law;
- 18.2.3 any owner who acquires the UNIT and who thereafter wishes to dispose of the UNIT, shall –
- 18.2.3.1 to extent that he requires the services of an estate agent, do so exclusively through an estate agent accredited by the DEVELOPER; and
- 18.2.3.2 whether or not he utilises the services of an estate agent, include a clause in any document pursuant by which he disposes of the UNIT on the same terms precisely as this clause so that any future owner of the UNIT shall, to the extent that such owner requires the service of an estate agent in regard to the disposal of the UNIT, be required to appoint only an estate agent accredited by the DEVELOPER.
- 18.3 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) the PURCHASER shall procure that such party shall, to the extent that such party requires the services of an estate agent in regard to such disposal, comply with the provisions of paragraph 16.2 of the CONDITIONS OF SALE which shall apply, *mutatis mutandis*.
- 18.4 When selling the UNIT, the PURCHASER shall utilise such documentation (including the standard Sale Agreement), prescribed by the DEVELOPER.
- 18.5 The PURCHASER shall not be entitled to sell or otherwise transfer ownership of the UNIT unless it is a suspensive condition of such sale or other transfer that –
- 18.5.1 the transferee, in a manner acceptable to the ASSOCIATION, agrees to become a member and is admitted as a member of the ASSOCIATION;
- 18.5.2 the transferee and, in the event of the transferee being an artificial person, its nominee(s), being accepted as a Silver Member of the Zimbali Sports Club.
- 18.6 Notwithstanding the provisions of clause 15, in the event of a breach of this clause 18, the DEVELOPER shall be entitled in its absolute discretion to refuse its written approval as required to the sale and transfer of the UNIT until the provisions of this clause 18 are complied with and no party to this CONTRACT OF SALE shall have any claim for damages arising out of the DEVELOPER'S refusal to give such written approval.
- 18.7 In order to protect the DEVELOPER'S and the ASSOCIATION'S rights in this regard, the UNIT shall be owned by the PURCHASER, subject to a condition in the Title Deeds to the UNIT to the effect that the UNIT, or any portion thereof or interest therein shall not be alienated or otherwise transferred without the prior written consent of the DEVELOPER and the ASSOCIATION first been having obtained, which consent the DEVELOPER and the ASSOCIATION shall grant provided that the PURCHASER has complied with all its obligations in terms of this CONTRACT, and in particular, and in no way detracting from the generality of the aforesaid, has complied with its obligations in terms of this clause 18. Similarly the condition referred to in clause 11.3 shall be registered to protect the rights of ZLR and ZSC in terms hereof.
- 18.8 In order to maintain high standards and with a view to ensuring attractive and harmonious development within the RESORT, all owners of immovable property within the RESORT shall be required to adhere to the architectural and landscaping controls applicable to their particular property as formulated by ZLR and/or the ASSOCIATION. Any dwelling or other structure to be erected on the PROPERTY, or any alteration or extension to any existing dwelling or other structure on the PROPERTY, shall be done strictly in accordance with the building plans that have been submitted to and approved in writing by ZLR or the ASSOCIATION (as the case may be) and the local or any other competent authority and no work whatsoever shall commence until such time as the relevant approval has been obtained.
- 18.9 The PURCHASER hereby agrees to the SELLER conducting timeshare activities (as contemplated in the Property Timeshare Control Act 1983 (as amended) from units in the SCHEME designated by the SELLER. The PURCHASER'S consent in terms hereof shall be unconditional and irrevocable and be deemed to be its consent in terms of Regulation 5(b) of the Property Timeshare Control Act 75 of 1983 (as amended).
- 18.10 The PURCHASER agrees to accept any changes to the provisions of this paragraph 18 of the CONDITIONS OF SALE, in respect of the accreditation of estate agents and payment of agents commission, as may in future be agreed to between the DEVELOPER and the ASSOCIATION (which amendments shall be considered binding on the PURCHASER).
- 18.11 The PURCHASER acknowledges that it understands the English language and considers itself fluent therein.
- 18.12 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.
- 19 RESALE**
- 19.1 Resale and Assignment
- 19.1.1 The PURCHASER may not resell the UNIT prior to registration of transfer except with the prior written consent of the SELLER who shall charge a fee in respect of such resale for documentation, vetting of purchaser, obtaining legal advice, administration fee etc. in an amount of TWO (2%) per cent of the resale price.
- 19.1.2 Any sale, assignment, disposition or transfer of the UNIT or any part thereof (whether prior to or after transfer) shall be on the Sellers Standard Resale Agreement in respect of BOULEVARD SUITES, ZIMBALI LAKES and shall not be of any legal effect unless:
- 19.1.2.1 the Transferor has paid any and all outstanding expenses regarding registration, transfer and related fees as required by the relevant South African Governmental Authorities, the ZLR and the ASSOCIATION to effect the transfer and issue of title;
- 19.1.2.2 the Transferor has paid all outstanding levies, to the extent the Transferor is responsible for same pursuant to Clause 9 and secured payment of the amount in terms of 19.2;
- 19.1.2.3 the Transferor has paid any amounts owing in relation to facilities or services as provided under this Agreement in particular any fees owing and due to the ZSC;
- 19.1.2.4 the Transferee, in a manner acceptable to the ASSOCIATION, agrees to become a member and is admitted as a member thereof;
- 19.1.2.5 the Transferee becomes at least a Silver Member of the ZSC.
- 19.2 The PURCHASER acknowledges and agrees that in the event of the UNIT being transferred by the PURCHASER or the BENEFICIAL INTEREST of any juristic person which owns a UNIT is transferred, then in that event, the PURCHASER shall be liable for payment of a contribution to the ZLR, to enable ZLR to carry out its functions and duties in terms of its Constitution including the ongoing promotion of the "Zimbali" brand generally, in an amount equal to two (2%) percent (see clause 1.10 of the SCHEDULE) of the sale price of the UNIT or the BENEFICIAL INTEREST (as the case may be) or, in the event of the UNIT or the BENEFICIAL INTEREST (as the case may be) being transferred for no consideration then an amount equal to two (2%) percent of the market value of the UNIT or the BENEFICIAL INTEREST (as the case may be) shall be paid to ZLR on transfer by the Purchaser and its successors in title in respect of any further resales or transfer as envisaged herein.
- 19.3 If the parties are unable to reach agreement on the market value of the UNIT or BENEFICIAL INTEREST (as the case may be), as contemplated above, then the market value of same shall be determined by a registered independent Professional Valuer whose decision shall be final and binding on the parties. If the SELLER and the PURCHASER are unable to reach agreement on the appointment of the aforesaid valuer, the valuer shall be appointed by the chairman, from time to time, of the KwaZulu-Natal branch of the South African Institute of Valuers or his deputy. The costs of obtaining the aforesaid valuation shall be for the account of the PURCHASER. The aforesaid contribution shall be paid by the PURCHASER to the ZLR on the DATE OF TRANSFER of the UNIT or BENEFICIAL INTEREST (as the case may be) and the PURCHASER shall be required to secure the payment of the aforesaid contribution, pending the DATE OF TRANSFER, to the reasonable satisfaction of the SELLER. It is recorded that the aforesaid obligation shall be binding on all successive owners of the UNIT and the BENEFICIAL INTEREST (in other words, any future transfer of the UNIT or the BENEFICIAL INTEREST will trigger the payment of the aforesaid consideration to Zimbali Lakes Resort and the PURCHASER undertakes to include a clause in any document pursuant to which the UNIT or BENEFICIAL INTEREST is disposed of, on the same terms and conditions as this clause, so that any future owner of the UNIT and BENEFICIAL INTEREST shall be liable to make payment of the aforesaid amount to ZLR in perpetuity.

- 19.4 The provisions of clauses 19.1, 19.2 and 19.3 shall apply to any resale/transfer of a UNIT or BENEFICIAL INTEREST and the PURCHASER and its successors in title shall incorporate those clauses in any such sale or transfer document. The SELLER, the DEVELOPER, or any of their associated/subsidiary companies shall not be liable to pay the amount set out in 19.2 in respect of any sales of its immovable property in ZLR.
- 19.5 Notwithstanding the provisions of clause 15, in the event of a breach of this clause 19, the ZLR shall be entitled in its absolute discretion to refuse its written approval which is required to the sale and transfer of the UNIT until the provisions of this clause 19 are complied with and neither the PURCHASER nor the buyer of the UNIT from the PURCHASER nor any subsequent seller or purchaser, shall have any claim for damages against the SELLER arising out of the SELLER refusal to give such written approval.
- 20 OWNERS ASSOCIATIONS EXPLANATORY**
- 20.1 The UNIT falls within the jurisdiction of the ASSOCIATION to whom a levy is payable as contemplated in 1.8 of the SCHEDULE and 9.1 of this Annexure "A".
- 20.2 The PROPERTY and the ASSOCIATION falls under the jurisdiction of the Zimbali Lakes Resort Management Association Resort (i.e. ZLR). The ASSOCIATION shall be obliged to pay to ZLR a monthly levy determined in accordance with the Constitution of ZLR (refer to clause 9.6 for UNIT owners liability to pay their share of the levy directly to ZLR). ZLR shall be responsible for and shall maintain various common areas of the Lakes such as conservation matters, the waterbody, all roads, gatehouses, a health care centre, emergency medical facilities, water and electricity infrastructure and the security fence together with any other functions ascribed to it in its Constitution.
- 20.3 In addition to the above levy the ZLR shall be paid the two (2%) percent of the value of all sales of immovable property over which ZLR has jurisdiction (see clause 19) excluding any sales by the SELLER, DEVELOPER or its related/associated/subsidiary Companies.
- 20.4 ZLR shall initially have as its principal members, the Boulevard, Zimbali Lakes Owners Association, the Ocean Club Zimbali Owners Association, The Ridge, Zimbali Lakes Owners Association, The Village, Zimbali Lakes Management Association, the Water Club, Zimbali Lakes Owners Association, the Zimbali Sports Club, the Beach Club, Zimbali Lakes Management Association, the Zimbali Facilities Management Company (referred to in clause 21) and the DEVELOPER. Each member of ZLR shall have one (1) representative to act as a Trustee of ZLR. The DEVELOPER may, in conjunction with ZLR, admit other Members comprising various nodes or facilities created within the ZLR.
- 20.5 By virtue of the purchase of the UNIT, the PURCHASER shall be obliged to become a member of the ASSOCIATION within the meaning of and subject to the conditions set out in the ASSOCIATION'S CONSTITUTION and undertakes that he and all persons deriving use of the RESORT or any part thereof through him will, from the DATE OF TRANSFER, duly comply with all the obligations imposed upon members under the ASSOCIATION'S CONSTITUTION including the obligation to pay a monthly levy to the ASSOCIATION, the amount of which is to be determined, from time to time, by the Trustees of the ASSOCIATION. (The above is intended merely as a general description of the rights and obligations of a member of the ASSOCIATION, the details of which are more fully dealt with in the CONSTITUTION of the ASSOCIATION. If there is any conflict with what is set out above and what is contained in the CONSTITUTION, the latter shall prevail and the PURCHASER shall have no claim against the SELLER arising out of such conflict).
- 20.6 The entire Boulevard, Zimbali Lakes Development to be managed and controlled by the ASSOCIATION shall comprise of one (1) or more separate Sectional Title Schemes on one or various adjoining properties. The direct management of the Body Corporates so created shall be undertaken by the ASSOCIATION.
- 20.7 The function and powers of the various Boulevard, Zimbali Lakes Bodies Corporate shall be ceded and delegated to the BOA in accordance with the provisions of the Sectional Titles Act.
- 21 ZIMBALI FACILITIES MANAGEMENT COMPANY (ZFM)**
- 21.1 It is recorded that the Zimbali Facilities Management Company (ZFM) shall be established under such name as the Commission for Intellectual Property and Companies may approve, which Company will supply to the entire Zimbali Lakes Resort various utilities and services such as electricity and water (to the extent that it is able to lawfully acquire and supply such services) building maintenance, landscaping, housekeeping and house servicing facility, and training facilities and all or any similar services and supply same to the Members of the various Associations forming ZLR and render a charge therefore. In addition the Services Company will install and own fibre optic cable throughout the RESORT and will own and maintain same and charge end users for such products. The SELLER or an associate company of the SELLER will be the shareholder of ZFM.
- 21.2 The UNIT is sold subject to a communication servitude in favour of ZFM for the purpose of entering upon the land and installing communication infrastructure equipment and fibre optic cable and other requisite cabling.
- 21.3 To enable ZFM to carry out its functions it is anticipated that the SELLER will lease or transfer the maintenance buildings, store rooms and associated buildings to ZFM to enable it to properly carry out its functions.
- 22 DOMICILIUM**
- 22.1 The Parties chooses as their *domicilia citandi et executandi* and as the address at which notices may be delivered to either of them by the other, the addresses set out in the heading to the CONTRACT OF SALE.
- 22.2 Any notice :
- 22.2.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to the relevant postal address set out in the CONTRACT OF SALE shall be deemed to have been received on the 5th day after posting (unless the contrary is proved); or
- 22.2.2 delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi*, shall be deemed to have been received on the date of delivery; or
- 22.2.3 transmitted by telefax to the relevant telefax number set out in of the CONTRACT OF SALE which shall be deemed to have been received upon date of successful transmission;
- 22.2.4 transmitted by email to the relevant email address set out in the CONTRACT OF SALE which shall be deemed to have been received upon date of successful transmission;
- 22.2.5 Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by the PURCHASER (including any notice facsimiled to the PURCHASER) shall be an adequate written notice or communication to it, notwithstanding that it was not sent or delivered to its chosen *domicilium citandi et executandi*.
- 23 ALIENATION OF LAND ACT**
- 23.1 In terms of Section 29(A) of the Alienation of Land Act 68 of 1981 (as amended) (hereinafter referred to as the ACT), the PURCHASER or prospective purchaser of land and/or a unit may, within five (5) days of signature by him or her, or by his or her agent acting on his or her written authority, of an offer to purchase land or a Deed of Alienation in respect of land and/or a unit, revoke the offer or terminate the Deed of Alienation as the case may be by written notice delivered to the SELLER or his or her agent within that period.
- 23.2 It is recorded that the aforesaid provision of the Alienation of Land Act is not applicable to the sale of the UNIT by the SELLER to the PURCHASER in terms of this CONTRACT as the Purchase Price of the UNIT exceeds R250 000,00 (TWO HUNDRED AND FIFTY THOUSAND RAND) (Section 29(5)(a) of the ACT);
- 24 INDEMNITY**
- 24.1 The SELLER does not warrant any information given in respect of the UNIT, whether this information is given prior to or subsequent to the signing of this CONTRACT OF SALE, save for the information in respect of the UNIT 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 by the SELLER to the PURCHASER or his agent in respect of the UNIT and the PURCHASER hereby indemnifies the SELLER and holds its harmless against and in respect of any injury, loss or damage however caused which the PURCHASER may suffer as a result of any inaccuracies in any information given by the SELLER (save for the information specifically warranted in this CONTRACT OF SALE).
- 24.2 In no way detracting from the generality of 24.1 above it is specifically recorded that the SELLER does not warrant the accuracy of any geotechnical reports or any other information given on sub soil conditions on the RESORT by the SELLER, the DEVELOPER, its representatives (whether sales marketing or otherwise) to the PURCHASER whether such information is given prior to or subsequent to the signing of this CONTRACT OF SALE. The PURCHASER hereby indemnifies the SELLER and DEVELOPER and holds itself harmless against and in respect of any injury, loss or damage however caused to the PURCHASER as a result of any inaccuracies in any geotechnical reports or any information in respect of sub soil conditions that the SELLER or DEVELOPER may at any time give to the PURCHASER.
- 25 ELECTRICAL INSTALLATION CERTIFICATE**
- 25.1 The SELLER shall at the SELLER'S own expense, furnish a certificate of compliance from an accredited person in respect of all electrical installations on the UNIT in accordance with the requirements of the Electrical Installation Regulations made under the Occupational, Health and Safety Act No 85 of 1983 . Such certificate shall be delivered to the PURCHASER prior to the DATE OF POSSESSION or DATE OF TRANSFER, whichever is the earlier.
- 25.2 If the accredited person reports that he is unable to issue such a Certificate of Compliance unless certain works are undertaken to the electrical installation, the SELLER shall have the work done so that the Certificate can be furnished.
- 26 GAS INSTALLATION CERTIFICATE**
- 26.1 The SELLER warrants that the gas installations In the UNIT have been inspected and certified by an accredited person in accordance with the Pressure Equipment Regulations made under the Occupational, Health and Safety Act No 85 of 1993.
- 26.2 The SELLER shall at the SELLER'S own expense, prior to the DATE OF POSSESSION, furnish to the PURCHASER, a certificate of conformity, from an accredited person, in respect of all gas installations on the SECTION and such certificate shall confirm that:
- 26.2.1 all gas installations on the SECTION have been inspected and tested; and
- 26.2.2 in terms of Regulation 17(3) of the Pressure Equipment Regulations to the Occupational, Health and Safety Act No 85 of 1993, such installations are safe and free from any leakage.
- 26.3 The SELLER further warrants that it has not modified or altered the aforesaid gas installations and is not aware of any such modifications or alterations having been made to same, subsequent to the issuing of the aforesaid certificate.
- 26.4 If an accredited person reports that he is unable to issue such certificate of conformity unless certain works are undertaken to the gas installations in the SECTION, the SELLER shall have the work done, at its own cost, so that the certificate can be issued timeously.

27 COSTS

27.1 The SELLER shall bear its own costs in connection with the preparation and execution of this CONTRACT.

28 CESSION OF PURCHASER'S RIGHTS

28.1 The PURCHASER shall not sell, assign, cede or dispose of the PURCHASER'S rights under this CONTRACT.

29 ARREARS

29.1 Any amounts in arrear in terms of this CONTRACT shall bear interest at the prime overdraft rate charged by the Standard Bank of South Africa Limited from time to time, which interest shall be calculated monthly in advance from the date that such amount became due to the date of payment, both days inclusive.

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

30 MORA INTEREST

30.1 In the event of there being any delay in connection with the **DATE OF OCCUPATION** and **DATE OF POSSESSION** for which the PURCHASER is responsible, the PURCHASER agrees, in addition to any other payments due in terms of this CONTRACT, to pay interest on the full (VAT inclusive) Purchase Price of the UNIT at the prime overdraft rate charged by the Standard Bank of South Africa Limited from time to time calculated from the date the PURCHASER is notified in writing by the SELLER (or the SELLER'S agent) as being in mora, to the date upon which the PURCHASER has ceased to be in mora, both days inclusive.

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

31 TRUSTEE FOR A COMPANY TO BE FORMED

31.1 In the event of the signatory to this CONTRACT, on behalf of the PURCHASER, having concluded this CONTRACT in his capacity as a Trustee for a company to be formed (which signatory is hereinafter in paragraph 31.1.1 referred to as the "SIGNATORY"), then:

31.1.1 the SIGNATORY by his signature hereto warrants that the said company:

31.1.1.1 will be formed;

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

31.1.1.3 will provide the SELLER with written proof thereof; all within a period of 30 days from the DATE OF SIGNATURE of this CONTRACT OF SALE by the SIGNATORY;

31.2 The SIGNATORY, in his personal capacity hereby under renunciation of the benefits of excussion and division with the full meaning and effect of which he declares himself to be fully acquainted, binds himself and agrees to bind himself as surety and co-principal debtor in *solidum* with the company to be formed by him in favour of the SELLER for the due and punctual performance of such company's obligations to the SELLER in terms of this CONTRACT OF SALE.

31.3 If the terms and conditions of Clause 31.1 above are not fulfilled then the SIGNATORY will by his signature to this CONTRACT OF SALE be deemed ipso facto to have concluded the CONTRACT OF SALE in his personal capacity as PURCHASER.

32 EXCLUSIVE USE AREAS AND PARKING

32.1 The SELLER may demarcate any exclusive use areas to be allocated to the various units in the development which areas shall not be deemed to be COMMON PROPERTY but shall be allocated to the appropriate UNIT by the ASSOCIATION for the exclusive use of the Owner subject to such RULES as may be imposed by the HOTEL OPERATOR from time to time. It is recorded that all the recreational facilities will be allocated exclusively to the HOTEL or the DEVELOPER.

32.2 Each SECTION/UNIT in the SCHEME will have the use of one unallocated and unfixed parking bay within the HOTEL complex as directed by and in terms of the RULES imposed by the HOTEL OPERATOR from time to time. The occupier of a SECTION may not park more than one vehicle in the designated parking areas at any one time. The allocation of the exclusive use areas shall be made in terms of the RULES of the ASSOCIATION unless the SELLER elects in its sole discretion to create certificates of real rights in respect thereof and cede them to the relevant owner. All other parking bays shall be allocated and belong to the HOTEL.

33 HOTEL AND RESORT

33.1 The PURCHASER acknowledges that the PROPERTY forms part of a "Mixed Use Site" as defined in the Zimbali Town Planning Scheme and includes hotels, offices, commercial and retail components. The SELLER intends (but is not obliged) to conduct a Hotel and Resort, together with a commercial and retail sector, Club House and the like on the PROPERTY.

33.2 It is a specific condition of this sale and the PURCHASER acknowledges that the SELLER will manage those common areas allocated to it in terms of the RULES, the HOTEL and hospitality areas, to be erected on the PROPERTY which will initially also serve as the Club House to the Zimbali Sports Club and adjacent multi-sport facility until all those facilities are, in time, developed by the SELLER.

33.3 The PURCHASER acknowledges that certain areas and facilities within the SCHEME do not form part of COMMON PROPERTY, and that the PURCHASER'S use and access to such facilities will be determined by their HOTEL OPERATOR and/or MANAGER. In particular the PURCHASER acknowledges and agrees that the SELLER has retained ownership of certain areas within the SCHEME to ensure the proper operation and functioning of the HOTEL including but not limited to the lobby/reception area, corridors, bars, restaurants, coffee shops, hotel swimming pools, hotel rooms, meeting rooms and back of house area, commercial and retail section. Whilst it is intended that the PURCHASER and other Owners and Occupiers will be permitted access through portions of the HOTEL Premises, such access will at all times be subject to the control and at the discretion of the SELLER and/or the HOTEL OPERATOR which may impose RULES and reasonably allocated and proportioned costs in connection therewith.

33.4 The SELLER will be entitled to cede and delegate its rights to manage its own areas consisting of sections and allocated common properties to third parties without obtaining the consent of any owner.

34 ZIMBALI LAKES DEVELOPMENT AND ZIMBALI SPORTS CLUB

34.1 The PURCHASER acknowledges that it is aware of the intended future development of the Zimbali Sports Club (ZSC) and related facilities by the DEVELOPER. Such development is intended to involve, the establishment of, inter alia, an 18 (EIGHTEEN) hole golf course, tennis courts, bowls lawns, gym, equestrian facilities, soccer/rugby field, cricket nets, squash courts, archery, cycling trails, walking trails and other sporting activities, commercial and hospitality facilities, public and privately accessible areas so designed as to facilitate an aesthetic and harmonious blending within the environment and the hosting of corporate, local, national and international events. No obligation rests on the DEVELOPER to provide all of the said facilities and neither is the above to be regarded as a comprehensive list of activities. The PURCHASER undertakes that he will at all times co-operate with the DEVELOPER in an endeavour to facilitate the success of the said developments, tournaments, events and competitions. Also in this respect, the PURCHASER undertakes that he will not interfere with any proposed developments or lodge any objection with any competent authority in respect of any developments or events. In particular, without detracting from the generality of the aforesaid, the PURCHASER agrees that it will not object to any application made by and on behalf of the DEVELOPER, its nominees or its agent for special usage consent, licenses for sporting, shopping, commercial rights, zoning applications, or removal of restrictive conditions applications. Again, in no way detracting from the generality of the aforesaid, it is recorded that the PURCHASER specifically acknowledges that the DEVELOPER may be erecting buildings and other structures on the Zimbali Lakes Property, including temporary structures during the aforesaid events, which may block or otherwise interfere with views from the UNIT. The PURCHASER agrees that it shall have no right to object to the construction of any such structures on the Zimbali Lakes Resort, on the basis that such buildings or other structures block or otherwise interfere with the views from the UNIT nor will it have any claim for any alleged diminishment in value of the UNIT, arising out of any interference with the views from the UNIT by reason of the construction of such temporary buildings or other structures.

34.2 It is recorded that the Zimbali Sports Club is a private facility and that the PURCHASER (or any other subscriber) shall have no proprietary or voting rights in the ZSC and shall not be entitled to partake in the management of the ZSC. Further, admission to the ZSC shall be in the sole and absolute discretion of the DEVELOPER. In no way detracting from the generality of the aforesaid, it is specifically recorded that persons, who are not owners of immovable property on the RESORT, may become subscribers, at the DEVELOPER'S discretion. All Members of each owners association within the ZLR shall be obliged to join the ZSC and pay a Joining Fee in respect of its class of membership as determined by the Proprietor of the ZSC. The current anticipated joining fees and subscriptions (usage fees) are annexed hereto as part of the joining application in Annexure "E", but such fees shall escalate as determined by the Proprietor from time to time.

34.3 In the event of the PURCHASER or his family breaching the rules and regulations of the ZSC, the DEVELOPER shall be entitled to suspend the PURCHASER'S rights of use of the ZSC facilities, which suspension shall in no way alleviate the PURCHASER'S obligation to pay the annual subscription and other amounts due by the PURCHASER to the DEVELOPER.

34.4 In the event of the PURCHASER leasing a RESIDENTIAL UNIT, then in that event, at the PURCHASER'S election, either:

34.4.1 the PURCHASER shall nominate the tenant as the beneficiary of the PURCHASER'S right of use of the ZSC, in which event the tenant shall be entitled to exercise all the PURCHASER'S rights of use of the ZSC to the exclusion of the PURCHASER (In the event of the PURCHASER electing this option, the PURCHASER shall remain responsible for all its obligations to the ZSC, including payment of the annual subscription and other amounts due to the DEVELOPER, and it shall be the responsibility of the PURCHASER to recover such amounts from its tenant), alternatively

34.4.2 the tenant shall be required to become a (separate) subscriber of the ZSC, for the duration of its lease of the UNIT.

35 THE BOULEVARD

35.1 It is recorded that the DEVELOPER has applied for a rezoning of the Zimbali Office Estate into MULL1 zoning and incorporate all or some of the said office sites in the Boulevard, Zimbali Lakes Development.

35.2 The incorporation referred to in 35.1 will only occur if the rezoning is granted and all relevant governmental consents are granted.

35.3 The DEVELOPER'S vision is to create a Boulevard of Shops, Offices and Residences leading from the erstwhile Zimbali Lakes Office Estate to the Ocean Club Zimbali Development. The incorporation is complex and will require various amendments to the Memorandum of Incorporation of Zimbali Lakes Office Estate (which will be replaced in its entirety) and possibly additional title deed conditions and the relevant governmental consents.

35.4 To the extent that it becomes possible to create the said "Boulevard" concept the PURCHASER hereby agrees thereto and hereby appoints the DEVELOPER as its attorney and agent in *rem suam* to do all things necessary to effect such incorporation and to attend any meetings as may be required in law and to speak and vote in favour of the creation of the Boulevard at any such meeting.

- 35.5 The plan annexed hereto marked "D" is the initial concept plan of the proposed Boulevard and is an indicative plan only which will change as the proposal is evolved by the DEVELOPER who shall solely be responsible for the final planning thereof if all the necessary consents and permissions are granted and such development is, in the sole opinion of the DEVELOPER, feasible.
- 36 IFA AGREEMENTS**
- 36.1 "IFA Agreements" shall mean those agreements entered into between the SELLER and/or its affiliated companies, and members of the IFA group of companies in relation to the IFA developments including "BOULEVARD SUITES", "BOULEVARD, ZIMBALI LAKES" or "ZIMBALI", from time to time.
- 36.2 The PURCHASER acknowledges and agrees that:
- 36.2.1 the SCHEME, the COMMON PROPERTY, the SECTION, and the UNIT form part of the Boulevard, Zimbali Lakes Development, and that the management, administration, maintenance and control of BOULEVARD SUITES shall be undertaken by the SELLER, and/or the SELLER'S nominee in accordance with the Resort Standard, as referred to in Clause 36.3 below; and
- 36.2.2 the Resort Standard shall be adequately reflected in THE HOTEL OPERATOR/SELLERS RULES and Service Charges.
- 36.3 The PURCHASER acknowledges and agrees that:
- 36.3.1 the branding of any part of BOULEVARD, ZIMBALI LAKES (and all components thereof) as a "IFA" Resort (including the use of the names "IFA" or "BOULEVARD, ZIMBALI LAKES" or "ZIMBALI", "ZIMBALI LAKES" and all associated names, logos, slogans, products, and signage), all of which are collectively referred to as "the Marks", are subject to the terms of the IFA Agreements;
- 36.3.2 The IFA Agreements include all domain names with the words "BOULEVARD, ZIMBALI LAKES", "BOULEVARD SUITES" or "ZIMBALI" therein in any configuration or extension. The PURCHASER or any parties related to the PURCHASER specifically agree that they will not use any such domain name without the consent of the SELLER. The PURCHASER undertakes to enforce this provision against its relatives and related parties.
- 36.3.3 pursuant to the IFA Agreements, the rights of the SELLER (and thereafter, the SELLER'S nominee) to use the Marks are subject to certain terms and conditions, and may be terminated or restricted in certain circumstances; and
- 36.3.4 for the avoidance of doubt, the SELLER (and thereafter, the SELLER'S nominee or) hereby reserves the right to (i) cease to use any Marks which it has previously used, or adopt any Marks which it has not previously used, and/or (ii) change the name and branding of the "BOULEVARD, ZIMBALI LAKES", "BOULEVARD SUITES" or "ZIMBALI" (and all components thereof) without liability, and without obtaining the consent of the PURCHASER, and the PURCHASER shall provide the Seller with all reasonable assistance in doing so. The SELLER makes no guarantee or warranty relating to (i) the use of the Marks in connection with the Resort (or any part thereof), or (ii) the branding of the said Resort (or any part thereof) as a "IFA" Resort. The PURCHASER agrees and acknowledges that any change in the Marks or branding of all or any part of the Resort shall not constitute the basis of a claim by the PURCHASER that the Seller is in default under this Agreement, or any other agreement in place between the PURCHASER and any or all of those entities from time to time; and
- 36.4 The PURCHASER shall immediately, if so instructed by the SELLER (or thereafter the SELLER'S nominee), cease absolutely to use the names "IFA" or any other of the Marks in connection with the UNIT for any purpose whatsoever. For the avoidance of doubt, the PURCHASER shall not be entitled to use the Marks for any reason without the prior written consent of the SELLER.
- 36.5 The "BOULEVARD SUITES, ZIMBALI LAKES" or "ZIMBALI" and all components thereof shall form part of a world class resort, and shall be managed by the SELLER or its nominee in accordance with international standards applicable to similar resorts being not less than the standards prescribed by the IFA Agreements (the "Resort Standard"). In terms of the relevant Management Agreements the rights and duties of the SELLER (or its nominee) will be capable of being ceded and assigned either, in whole or in part, to third parties.
- 36.6 The information provided by the PURCHASER in this Agreement, and any other information collected from the PURCHASER in relation to the sale of the UNIT (the "Personal Information"), will be processed for the purpose of sale of the UNIT and for the purpose of responding to the PURCHASER. In addition, the Personal Information may be collected, used and disclosed by the Seller for general research, marketing and sales purposes, and any purposes required by law. The SELLER may from time to time, send the PURCHASER further information relating to the SELLER'S products, the Resort and other selected products or services which the SELLER determines may be of interest to the PURCHASER. As a means of processing and implementing the Personal Information for the purposes set out in this clause, the SELLER may transfer the Personal Information to affiliated companies and selected third parties. By signing this Agreement, the PURCHASER specifically confirms that the PURCHASER consents to the uses of the Personal Information set out above.

LIST OF ANNEXURES

ANNEXURE "A"	CONDITIONS OF SALE
ANNEXURE "B"	SPECIFICATIONS
ANNEXURE "C"	SITE PLAN
ANNEXURE "D"	CONCEPT PLANS – THE BOULEVARD
ANNEXURE "E"	ZSC APPLICATION FORM
ANNEXURE "F"	AUTHORITY TO INVEST
ANNEXURE "G"	PLAN OF UNIT