

**VAL DE VIE WINELANDS LIFESTYLE ESTATE:  
RESALE PURCHASER'S CONSENT**

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**MEMORANDUM OF AGREEMENT AS ENTERED INTO BETWEEN –**

**1. THE PARTIES**

**1.1 ELEMENTS DEVELOPMENT PROJECTS (PTY) LTD**

**REG NO. 2001/018028/07**

herein represented by \_\_\_\_\_ being duly authorized thereto

["ELEMENTS"]

**1.2 VAL DE VIE WINELANDS LIFESTYLE ESTATE HOME OWNERS ASSOCIATION**

herein represented by \_\_\_\_\_ being duly authorized thereto

["HOA"]

**1.3 PURCHASER**

\_\_\_\_\_

Cell no: \_\_\_\_\_

Email Address: \_\_\_\_\_

Identity / Registration Number: \_\_\_\_\_

herein represented by \_\_\_\_\_ being duly authorized thereto (*if applicable*)

["PURCHASER"]

**2. BACKGROUND**

2.1 The PURCHASER has entered into a deed of sale for the purchase of ERF NO: (old number) \_\_\_\_\_ SG ERF NO (new number) \_\_\_\_\_ Val de Vie. [the "PROPERTY"]

2.2 In order to pass transfer, the PURCHASER must obtain a clearance certificate from the HOA / ELEMENTS.

- 2.3 The HOA / ELEMENTS are prepared to issue such a clearance certificate, provided the PURCHASER accepts the duties of a PURCHASER of an erf in Val de Vie Winelands Lifestyle Estate, as set out in this document.

### **3. HOME OWNERS ASSOCIATION**

The PURCHASER acknowledges herewith that the Property is sold subject to the rules and regulations of the town planning scheme applicable thereto, and the conditions under which the development and the subdivision of the Val de Vie Winelands Lifestyle Estate has been approved by the relevant authorities. These conditions have been imposed by the relevant authorities on approval of the subdivision and rezoning of the Val de Vie Winelands Lifestyle Estate, in terms of Section 25(1) of Ordinance Nr. 15 of 1985, and other legislation.

Without derogating from the generality of the above, the PURCHASER acknowledges that he is aware that the Property forms part of the HOA. The effect hereof is that every registered owner and his successor in title of the Property, will automatically become a member of such HOA, as soon as the Property has been transferred into his name. Such owner will immediately cease to be a member of such HOA when he is no longer a registered owner in respect of at least one of the properties arising from the abovementioned subdivision. The registered owner shall be entitled to, and be subject to, all privileges and obligations as contained in the constitution of the HOA, which the PURCHASER admits he is aware of, and which is available on demand from Elements or the HOA. In particular, without derogating from the generality of the above, the PURCHASER shall be obliged to pay the levies to the HOA as determined from time to time by the members of such HOA. The PURCHASER is also aware that the internal services of the development shall be maintained by the HOA, and not by any local authority.

### **4. BUILDINGS, BUILDING CLAUSE AND PENALTIES**

- 4.1 The plans of all buildings, boundary walls or other structures to be erected on the Property shall be subject to the approval of the HOA, in terms of architectural guidelines lodged at Drakenstein Municipality, a copy of which is available on demand, and form part of the constitution of the HOA.

All building plans must be submitted to the HOA for its approval prior to submission to the relevant local authority for its approval. A fee for the scrutinising and approval thereof by the HOA will be payable by the PURCHASER. Such fees for work done by the HOA will be determined by them from time to time.

Building operations may not be proceeded with before the written consents of the HOA and the local authority have been endorsed on such plan and no building and/or structure shall be erected other than strictly in accordance with such approved plan.

4.2 For the interpretation of Clauses 4.3 and 4.4, the following words will have the meaning as set out here-under:

4.2.1 “**date of registration**” will mean the date of registration of the Property from Elements Development Projects (Pty) Ltd [“ELEMENTS”] to the first PURCHASER there-of; and

4.2.2 “**first Purchaser**” will mean the first purchaser who bought the Property from the Developer, Elements Development Projects (Pty) Ltd.

4.2.3 “**purchase price**” will mean the purchase price of the Property in the Deed of Sale between ELEMENTS and the first PURCHASER.

4.3 The PURCHASER acknowledges that he is aware of the fact that the first purchaser bought the Property subject to the following condition –

“The PURCHASER and/or his successors in title shall, within a period of 24 (twenty four) months after the date of registration commence with the building operations in respect of a dwelling house on the Property (the plans and specifications of which shall have been approved in terms of Clause 4.1 above) and shall complete such building operations in respect of such dwelling house on the Property within a period of 36 (thirty six) months after the date of registration. This will be the date from which such periods will be calculated irrespective of whether the Property has been transferred subsequently. “

The PURCHASER shall ensure that the contents of this Clause, as well as of Clause 4.4 are brought to the attention of any PURCHASER of the Property, should he alienate this Property.

- 4.4 The PURCHASER or his successors in title shall from date of registration of the Property in his name, if clause 4.3 has not been complied with, pay to the HOA an amount equal to 150% of the normal levy per month for each month which elapses between the date 3 years from the date of the first transfer of the erf from the developer to the date of compliance with clause 4.3 by the Member. This will increase to two times the normal levy after one year of non-compliance, four times after two years, and five times after three years, where after it will remain at five times the normal levy, until the house has been completed. Amounts payable in excess of 100% of the normal levy, will be calculated by using a normal levy base cost of R 1,995.00 VAT inclusive. For the sake of clarity, the levy payable can be set out as follows:

<b>YEARS SINCE FIRST REGISTRATION</b>	<b>YEARS OF NON-COMPLIANCE TO CLAUSE 15.18</b>	<b>LEVY PAYABLE</b>
1	0	Normal Levy
2	0	Normal Levy
3	0	Normal Levy
4	1	Normal Levy + 50% x R 1,995
5	2	Normal Levy + R 1,995
6	3	Normal Levy + 300% x R 1,995
7	4	Normal Levy + 400% x R 1,995

Thereafter the total levy payable will remain at normal levy plus 400% times R 1,995, until compliance with clause 4.3 by the Member:

Provided that -

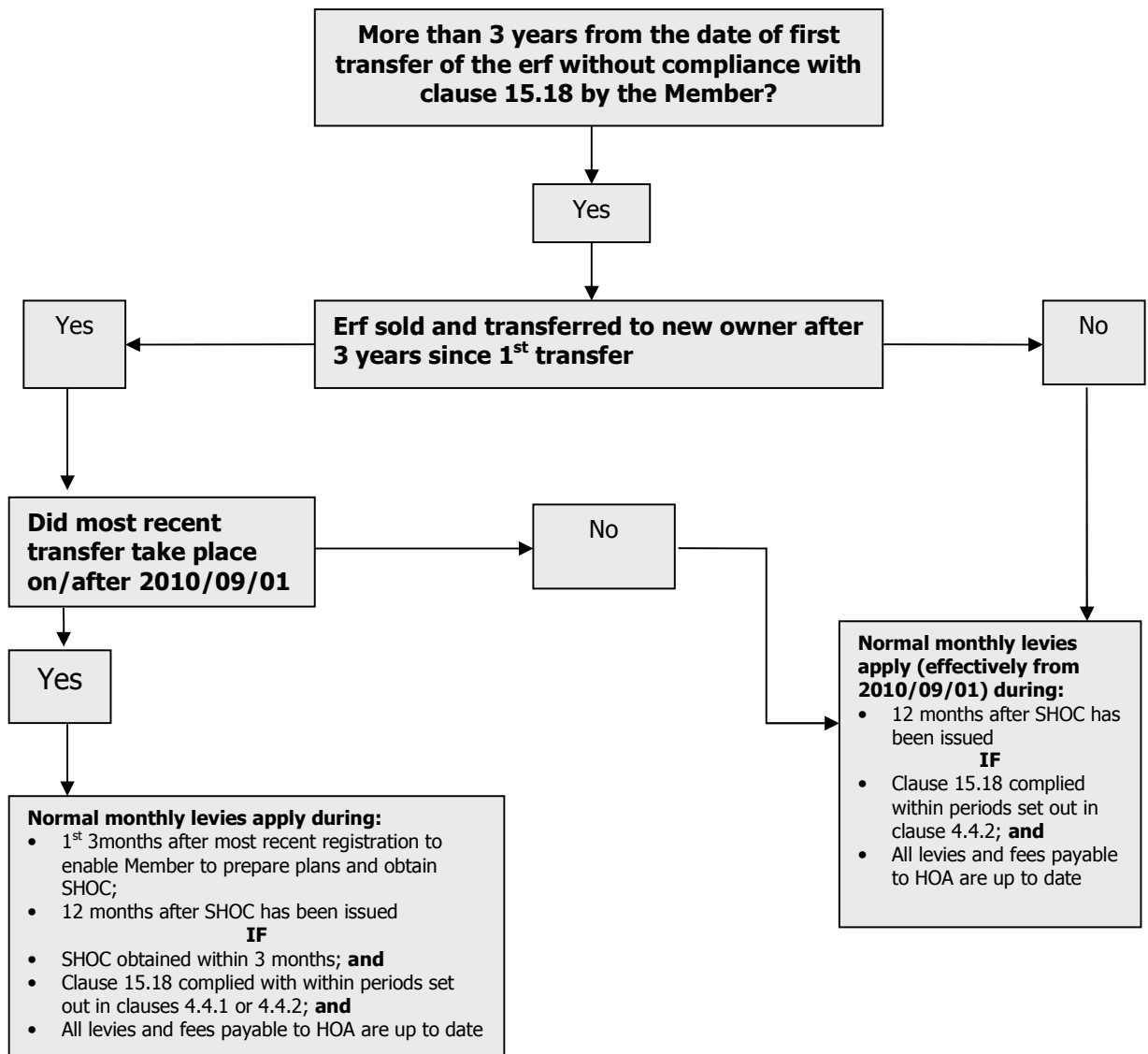
- 4.4.1 Should the erf be sold and transferred after three years after the first transfer, the new registered owner will be liable for the normal monthly levy for the first three full months after the date of registration in his name, to enable him to prepare plans and obtain a Site Handover Certificate which is a certificate issued by the Association after approval of the building plans by the Association and Drakenstein Municipality;
- 4.4.2 After such Certificate has been issued to a Member, the normal levy will be payable by such Member for a period of twelve completed months after the issue of such a Site Handover Certificate;
- 4.4.3 Should a Member not obtain a Site Handover Certificate or comply with clause 4.3 in the periods set out in clauses 4.4.1 or 4.4.2, his monthly levy will increase from the

normal levy to the levy determined in terms of clause 4.4, calculated from the date of registration of the Erf by the Developer in the name of the first Purchaser.

Provided further that in any other case where a Site Handover Certificate has been obtained by a Member in respect of an erf, the normal levy will be payable after 1 September 2010 by such Member for a period of twelve completed months after the issue of such a Site Handover Certificate, where after sub-clause 4.4.3 will apply mutatis mutandis.

Provided further that the reductions in levies contemplated in this clause 4.4 above, will only apply for as long as the Member has paid all levies and fees due and payable to the Association.

- 4.4.4 It is placed on record that the amendment of this clause providing for reduction of levies, will be applicable from 1 September 2010. This will not change any obligation for the payment of any levies prior to this date.
- 4.4.5 For the sake of clarity the levies payable will be as set out in the following flow chart:



4.5 The PURCHASER accepts that Clauses 4.3 and 4.4 are reasonable and necessary in order to ensure that building work on the Val de Vie Development is completed within a reasonable time, and is brought to the attention of any PURCHASER of the Property, should he alienate this Property.

## 5. LIABILITY

5.1 In the event of there being two or more PURCHASERS then they shall be jointly and severally liable in terms of this Agreement.

5.2 In the event of this Agreement being executed on behalf of a Company or Close Corporation to be incorporated or already incorporated or on behalf of a nominee then such person executing the Agreement shall be personally liable should the Company, Close Corporation or nominee not accept or ratify this Agreement within 20 (twenty) days of execution. In any event the natural person who signs this Agreement on behalf of a PURCHASER who is not a natural person hereby guarantees the compliance by such non-natural person or nominee with all the conditions and terms of this Agreement, under renunciation of the legal exceptions *non causa debiti, de duobus vel pluribus reis debendi, and ordinis seu excussionis et divisionis*, the contents of which the PURCHASER acknowledges he is conversant with.

6. **PAYMENT OF HOA LEVIES**

The PURCHASER undertakes to ensure that the HOA levies be paid by way of bank debit order. Attached as Annexure "A" is the completed debit order authority as required.

7. **NOVELWAY DEVELOPMENT**

The PURCHASER acknowledges that he is aware of the proposed Pearl Valley II development to be established upon the land adjoining Val de Vie Estate, to wit, Portions 3, 6 and 11, Kliprug Farm No. 826, Paarl, which development will comprise inter alia of a Golf Course and Residential component and which Development is depicted in a draft layout Plan available from the HOA or ELEMENTS. Accordingly, the PURCHASER, by purchasing the Property, hereby consent to the proposed Pearl Valley II development. To the extent that this Clause confers a benefit upon the development of the Pearl Valley II development, the SELLER hereby accepts such benefit on behalf of the said developer.

THUS SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2011.

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**ELEMENTS DEVELOPMENT  
PROJECTS (PTY) LTD**

THUS SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2011.

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**VAL DE VIE WINELANDS  
LIFESTYLE ESTATE HOME  
OWNERS ASSOCIATION**

THUS SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2011.

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**PURCHASER**

I declare that I have studied the undermentioned documents, and am satisfied with the contents thereof, and accept that this Deed of Sale will be subject to the provisions thereof, namely:

- 1. The Constitution of the HOA;
- 2. Architectural Guidelines;

THUS SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2011.

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**PURCHASER**