

PEARL VALLEY GOLF & COUNTRY ESTATE HOMEOWNERS ASSOCIATION:

RESALE PURCHASER'S CONSENT

The Purchaser has entered into a deed of sale for the purchase of the Property from the current registered owner thereof ("**the Seller**").

In order for the Seller to pass transfer of the Property to the Purchaser, the Purchaser must obtain a clearance certificate from the HOA.

The HOA is prepared to issue such a clearance certificate, provided the Purchaser accepts and consents to the duties of a purchaser of an erf in the Development, as set out in this document.

SCHEDULE

1. The HOA

- 1.1 Full name: _____ Pearl Valley Golf & Country Estate Homeowners' Association _____
- 1.2 Physical Address: _____ The Yard, Val de Vie Estate, Paarl, Western Cape, 7646 _____
- 1.3 Email: _____ hoa@valdevie.co.za _____

2. The Purchaser

- 2.1 Full name: _____
- 2.2 Identity / Registration number: _____
- 2.3 Physical Address: _____
- 2.4 Cell No: _____
- 2.5 Email: _____

3. The Developer

- 3.1 Full name: _____ Pearl Valley Investments (Pty) Ltd _____
- 3.2 Identity / Registration number: _____ 2015/068356/07 _____
- 3.3 Physical Address: _____ Polo Pavilion, Val de Vie Estate, Paarl, 7620 _____
- 3.4 Tell No: _____ +27 21 863 6100 _____
- 3.5 Email: _____ hoa@valdevie.co.za _____

4. **Property:** means Erf _____ **Pearl Valley Estate**

5. **Development:** means the Pearl Valley Golf & Country Estate development which the Property forms a part of being the development constructed on Remainder Erf 493, Pearl Valley Estate and known as the "*Pearl Valley Golf and Country Estate*", which, comprises residential, sectional title units and other erven, including an 18-hole signature golf course, Club Facilities (as defined in the HOA's constitution) and such other proposed recreational or other facilities/amenities as may be built by the Developer from time to time, in its sole and absolute discretion.

6. **Applicability of Terms and Conditions:** The Schedule, the Standard Terms and Conditions and the Appendices as attached hereto shall form the agreement between the HOA and the Purchaser with regard to the subject matter hereof

THE HOA

herein represented by

(Print Name)

who warrants that he/she is duly authorised

DATE: _____

PLACE: _____

THE PURCHASER

herein represented by

(Print name)

who warrants that she/he is duly authorised

DATE: _____

PLACE: _____

THE DEVELOPER

herein represented by

(Print Name)

who warrants that he/she is duly authorised

DATE: _____

PLACE: _____

PLEASE NOTE:

- The Parties are required to sign in full above and initial all other pages, including the Schedule and the Standard Terms and Conditions and Appendices thereto.
- By its signature above, each of the Parties is deemed to have read all the pages of this Agreement, the full and exact meaning of which each of the Parties acknowledges to understand and accept, notwithstanding the fact that all such pages may not have been initialled by either of them.

STANDARD TERMS AND CONDITIONS FOR PEARL VALLEY GOLF & COUNTRY ESTATE HOMEOWNERS' ASSOCIATION: RESALE PURCHASER'S CONSENT

1 HOMEOWNERS' ASSOCIATION

- 1.1 The Purchaser hereby acknowledges and agrees 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 Development 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 Development in terms of section 25(1) of Ordinance No 15 of 1985, and other legislation.
- 1.2 Without derogating from the generality of the above, the Purchaser acknowledges and agrees that he is aware that the Property forms part of the HOA. The effect hereof is that every registered owner and his successors in title of the Property, will automatically become a member of the HOA as soon as the Property has been transferred into his name. Such owner will immediately cease to be a member of the HOA if and when he is no longer a registered owner in respect of at least one property in the Development arising from the abovementioned subdivision referred to in clause 1.1 above.
- 1.3 The registered owner of the Property shall, as a member of the HOA, be entitled to and be subject to all privileges and obligations of a member of the HOA, as set out in the constitution of the HOA from time to time, which the Purchaser admits he is aware of, and which is available on demand from the Developer or the HOA or on the Development's website at <https://valdevie.co.za/hoa/pearl-valley-documentation/>. 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 in accordance with the provisions of the constitution of the HOA.
- 1.4 The Purchaser confirms that he is aware thereof that the internal services of the Development shall be maintained by the HOA and not by any local authority.

2 OBLIGATIONS TO BUILD AND PENALTIES

In order to maintain high standards and to ensure an attractive and harmonious development:-

- 2.1 subject to the provisions of clause 23.9 of the HOA's constitution, no building or structure may be erected on the Estate and/or the external appearance (including the colour) or any existing or future building or structure may not be changed unless the architectural design plans and specifications (including materials) of such building or structure have been approved by the HOA or a person nominated by the HOA;

- 2.2 all buildings and structures shall be built in a good and proper and workmanlike manner and strictly in accordance with the plans and specifications approved in accordance with clause 2.1 above;
- 2.3 any dwelling or improvements to be erected on the Estate shall comply with the Architectural and Landscape Design Guidelines and other specifications as set out therein, and:
- 2.3.1 in respect of the Residential Lodges (as defined in the HOA's constitution), the Developer during the Development Period (as defined in the HOA's constitution) and thereafter, the HOA, shall appoint an architect or architects ("**Designated Architect**") to design and supervise the construction of same. Each person purchasing an erf on which a Residential Lodge is to be erected shall in such case be obliged to utilise the services of the Designated Architect and shall be liable for the costs incurred in the preparation and approval of such plans and any supervision fees. Fees will be in accordance with the Standard Service as prescribed by the South African Institute of Architects;
- 2.3.2 in respect of the dwellings other than Residential Lodges, the Purchaser (as registered owner, if applicable) may mandate an architectural firm (non-designated architect) to design and supervise the construction of the dwelling and other improvements to be erected on the Property (if applicable). Plans for any such dwelling or improvements shall be submitted to and be approved by the Developer during the Development Period and thereafter the HOA, prior to submission thereof to the Local Authority;
- 2.3.3 an architectural scrutiny fee and a landscape scrutiny fee in such amounts as may be determined from time to time by the Developer during the Development Period and, thereafter by the HOA, shall be borne and paid by the Purchaser to the Developer or the HOA, as the case may be, together with the submission of the plans as aforesaid. The Developer or its nominee or the HOA, as the case may be shall have absolute discretion in approving or refusing to approve such plans and specifications.
- 2.4 The costs of preparing detailed building plans as well as the cost of obtaining Local Authority approval of any plans and scrutiny fees shall be payable by the Purchaser.
- 2.5 The Purchaser acknowledges that the erection of the dwelling and the establishment and landscaping of the garden on the Property shall be completed within 24 (twenty-four) months of the date of the Transfer Date ("**the Final Date**").
- 2.6 The Final Date may be extended by the Developer in its sole and absolute discretion during the Development Period, and thereafter the HOA, which extension will only be valid if reduced to writing and signed by both the Developer/HOA and the Purchaser. Completion shall have occurred only upon the issue of a Certificate of Completion and the issue of a Landscaping Certificate by the Developer during the Development Period and thereafter the HOA.

- 2.7 If the Purchaser fails to commence the construction of the dwelling by the 28th month following the date of registration of the first transfer of the Erf from the Developer, the HOA shall be entitled, without prejudice to any other rights which it may have in terms of this Constitution, and/or at law at its election to require the Purchaser, to landscape and irrigate the Property at the cost and expense of the Purchaser, failing which the HOA shall be entitled to do same on the Purchaser's behalf and recover from the Purchaser all amounts so disbursed.
- 2.8 Notwithstanding anything to the contrary stated in the foregoing clauses:
- 2.8.1 and notwithstanding the fact that a Purchaser is up to date with payment of his levies and any other amount that may be due to the HOA, in the event that the construction of the dwelling and the establishment and landscaping of the garden are not completed within the period stipulated in clauses 2.5 and 2.6 above (or within such extended period as may be granted as set out above), the rights to the use of the Golf Course, Club Facilities and Recreational Facilities by the Purchaser shall automatically be suspended until such time as the construction of the dwelling and the establishment and landscaping of the garden have been completed which shall be evidenced by a Certificate of Completion and a Landscaping Certificate referred to in clause 2.6 above;
- 2.8.2 in the event that the buildings have not been erected in accordance with the approved building plans and/or Architectural design guidelines, the HOA shall be entitled without prejudice to its other rights in terms of its constitution or in law, to impose such fine as it may determine expedient from time to time on the Purchaser, which amount shall be payable by the Purchaser on demand.
- 2.9 Notwithstanding anything to the contrary stated in the foregoing clauses, if construction of the dwelling and the establishment and landscaping of the garden have not been completed within the time period prescribed in this clause 2 or within such extended period as may be granted as set out above, the Developer, during the Development Period, and thereafter the HOA shall, in its sole discretion be entitled to give notice in writing to the Purchaser to complete the construction of the dwelling, and the establishment and landscaping of the garden within a period of 4 (four) months from the date of such notice and failing compliance with such notice, the Developer or the HOA, as the case may be, shall have the right to re-purchase the Property from the Purchaser, who shall be obliged at its cost to re-transfer the Property to the Developer/HOA at the original purchase price paid by the first purchaser of the Property from the Developer, less any damages as may be suffered by the Developer/HOA consequent upon the Purchaser's breach and which shall include damages necessarily incurred by the Developer/HOA in the demolition and removal of any partially constructed buildings on the Property. The Purchaser shall not be entitled to receive any compensation for any improvements made by it to the Property.
- 2.10 Registration of the transfer pursuant to clause 2.9 above shall be attended to by the Developer's/HOA's conveyancers and the Purchaser hereby irrevocably appoints the Developer/HOA as his attorney and agent for the purpose of signing the Power of Attorney to

pass transfer and all other transfer documents as may be requisite in order to give effect to the foregoing.

- 2.11 The stipulations contained in this clause 2 shall be binding on the Purchaser and his successors in title and the Purchaser shall include such stipulations in a Deed of Alienation for the sale of the Property to a further purchaser ("**Proposed Member**") thereof.
- 2.12 The HOA shall be entitled to withhold its consent to the transfer of the Purchaser unless the Proposed Member, has undertaken in writing to be bound by the HOA's constitution with effect from the date on which the Purchaser's obligations cease.
- 2.13 The Proposed Member shall not, prior to transfer, effect any improvements to the Property without first obtaining the written consent of the Developer during the Development Period and thereafter the HOA. Under no circumstances shall the Developer during the Development Period and thereafter the HOA be liable to compensate the Proposed Member for any such improvements to the Property, whether made with or without the Developer's/HOA's consent.
- 2.14 The Developer, during the Development Period, and thereafter the HOA, shall provide a panel of pre-selected and accredited building contractors ("**PV Contractors**") and the Purchaser shall select a building contractor from such panel alternatively a building contractor approved by the Developer or the HOA as the case may be, to erect any improvements on the Property, and the Purchaser shall sign an agreement only with such PV Contractor/s for the construction of any improvements on the Property.
- 2.15 The Purchaser hereby agrees and accepts that no construction, building works or improvements may be undertaken on the Property by any person or contractor whose name does not appear on the list of approved and designated PV Contractors ("**the List**"). The Purchaser acknowledges that he/she/it is aware of the fact that the List is subject to change from time to time, and accepts that it shall at all times remain the exclusive responsibility of the Purchaser to ensure that the most recent List is consulted at www.pearlvalley.co.za.
- 2.16 It shall always remain the Purchaser's obligation to ensure that he is in possession of the latest version of the documentation referred to in clause 23.4.2 of the HOA's constitution, i.e. architectural and landscape design guidelines, environmental design and maintenance manual or instruction in respect of the Estate.

3 LIABILITY

- 3.1 In the event that more than 1 (one) person is purchasing the Property jointly, the Purchasers shall be jointly and severally liable for all of their obligations in terms of this Agreement.
- 3.2 Should this Agreement be signed by a person entering into this Agreement as trustee or agent for a company to be incorporated as the Purchaser in terms hereof -

- 3.2.1 such company shall be duly incorporated within 30 (thirty) days of signature hereof by the Purchaser;
- 3.2.2 such company shall duly adopt, ratify and render itself bound by this Agreement within 5 (five) days after the date of incorporation of the company;
- 3.2.3 the provisions of the Companies Act No 71 of 2008 applicable to pre-incorporation contracts, must be duly and properly complied with; and
- 3.2.4 the person so signing this Agreement shall be deemed to have entered into this Agreement as Purchaser in his personal capacity should the provisions of clause 3.2.1 to 3.2.3 above not be complied with strictly in accordance with applicable legislative provisions concerning incorporation and pre-incorporation contracts.
- 3.3 The person signing this Agreement on behalf of any company or company to be formed, close corporation or trust, as aforesaid, shall be liable, jointly and severally, with the Purchaser to the HOA as surety and co-principal debtor for all the obligations of the Purchaser to the HOA arising out of or in connection with this Agreement and renounces the benefits of excussion and division.

4 PAYMENT OF HOA LEVIES

The Purchaser undertakes to ensure that all HOA levies are paid by way of bank debit order. Attached as **Annexure 1** is the completed debit order authority required in this regard.

5 THE GOLF COURSE, CLUB, CLUB FACILITIES AND RECREATIONAL FACILITIES

- 5.1 By acquiring the Property, the Purchaser acknowledges and agrees that he shall automatically become a member of the Club (as defined in the HOA's constitution) from the date on which he becomes the registered owner of the Property ("**Transfer Date**") and shall remain a member of the Club for so long as he is the registered owner of the Property, it being compulsory for the Purchaser as a property owner to become and so remain a member of the Club.
- 5.2 The Purchaser shall be entitled, as a member, to make use of the Club Facilities (as defined in the HOA's constitution) and/or Recreational Facilities (as defined in the HOA's constitution) and/or acquire playing rights in respect of the Golf Course (as defined in the HOA's constitution) in accordance with the Club rules as formulated from time to time, depending on his category of membership.
- 5.3 In the event that the Purchaser sells the Property, the Purchaser's membership of the Club shall lapse upon transfer of the Property to the new purchaser. The new purchaser shall likewise be obliged to become a member of the Club and shall pay the entrance fee and Club subscription fees.

- 5.4 The Purchaser acknowledges that an entrance fee shall be payable by him for the aforesaid Club membership, which entrance fee shall be determined in accordance with the provisions of the HOA's constitution and shall be payable by the Purchaser on the Transfer Date.
- 5.5 The Purchaser further acknowledges he shall make payment of the annual subscription fee ("**Subscription Fee**") in respect of this Club membership on the Transfer Date, failing which the right to use the Golf Course, Club Facilities and Recreational Facilities shall automatically be suspended until the Subscription Fee has been paid. The Purchaser shall be obliged to pay his Subscription Fee even though his Membership has been suspended and the Purchaser shall not be entitled to claim a discount or a rebate on his Subscription Fee during the period of his suspension.
- 5.6 Subscription Fees shall be payable as determined from time to time in accordance with the Club constitution.

6 FURTHER ACKNOWLEDGEMENTS

- 6.1 For the interpretation of clauses 6.2 to 6.6 below, the following terms will have the meaning as set out hereunder –
- 6.1.1 "**Acres Development**" means the development undertaken or to be undertaken on Farm Safariland, no. 1265, Paarl, situated in the Drakenstein Municipality, Administrative District Paarl, Western Cape Province;
- 6.1.2 "**Existing Val de Vie Development**" means the development already constructed on Erf 1 Val de Vie, situated in the Drakenstein Municipality, Western Cape by the Developer and known as the "*Val de Vie Winelands Lifestyle Estate*";
- 6.1.3 "**Greater Val de Vie Development**" means the developments undertaken or to be undertaken by the entities forming part of the Val de Vie Group and the Developer to time, including but not limited to –
- 6.1.3.1 the development to be constructed on the remainder of farm 1486 Paarl Division, Western Cape by Val de Vie Developments (Pty) Ltd and provisionally known as the "*Riverfarm Development*";
- 6.1.3.2 the development to be constructed on the following properties by Val de Vie Developments (Pty) Ltd and provisionally known as the "*PVGE Development*" –
- 6.1.3.2.1 Erf 954 Val de Vie, situated in the Drakenstein Municipality, Western Cape; and
- 6.1.3.2.2 Remainder Erf 783 Val de Vie, situated in the Drakenstein Municipality, Western Cape;

- 6.1.3.3 the development to be constructed on the remainder of Farm 1348, Paarl Division, Western Cape by Levendal Developments (Pty) Ltd and provisionally known as the “*Levendal 1 Development*”;
- 6.1.3.4 the development to be constructed on portion 5 of the Farm Sandwyk No 833, Paarl Division, Western Cape by Levendal Developments (Pty) Ltd and provisionally known as the “*Levendal 2 Development*”;
- 6.1.3.5 the development to be constructed on the remainder of portion 2 of the Farm Sandklip Hoogte No 835, Paarl Division, Western Cape by Val de Vie Developments (Pty) Ltd and provisionally known as the “*Levendal 3 Development*”;
- 6.1.3.6 the sectional title development known as Val de Vie Polo Village with scheme number SS326/2016, constructed on a portion of Erf 649 Val de Vie, situated in the Drakenstein Municipality, Western Cape and a portion of Erf 648 Val de Vie, situated in the Drakenstein Municipality, Western Cape;
- 6.1.4 “**Val de Vie Group**” means the entities forming part of the same group of companies as Val de Vie Investments (Pty) Ltd from time to time, including but not limited to Elements Development Projects (Pty) Ltd, Val de Vie Developments (Pty) Ltd, Levendal Developments (Pty) Ltd and Keysha Investments 213 (Pty) Ltd;
- 6.2 The Purchaser acknowledges that –
- 6.2.1 the Development is adjacent to the Existing Val de Vie Development, the Greater Val de Vie Development and the Acres Development;
- 6.2.2 he is aware that the Property hereby bought, will, due to its proximity to the Existing Val de Vie Development and the Greater Val de Vie Development, be in the vicinity of an operating farm and wine cellar on the Existing Val de Vie Development and the Greater Val de Vie Development. The Purchaser hereby acknowledges that it may be exposed to such associated activities which may accordingly result in an amount of inconvenience;
- 6.2.3 equestrian and recreational activities will take place on the private open spaces forming part of the Development, the Existing Val de Vie Development, the Greater Val de Vie Development and potentially also on the Acres Development. Game farming activities will potentially also take place on some of the aforesaid spaces. The Purchaser hereby acknowledges that it may accordingly be exposed to such associated activities, which may result in an amount of inconvenience;
- 6.2.4 it is aware that the Developer and developers of adjacent properties shall develop and market the development(s) (as they deem fit). The Purchaser hereby acknowledges that it may accordingly be exposed to such associated activities which may result in an amount of inconvenience and specifically agrees not to interfere with or obstruct the Developer from

proceeding with the Development in phases or to lodge an objection with any competent authority in respect of any such phased 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 for special usage consent, licences for shopping, commercial, rezoning, removal of conditions of title under the Removal of Restrictions Act No 84 of 1967 (as amended) or by way of an application to court or to any local or other competent authority in respect of any property within the Development;

6.2.5 it is anticipated that the Greater Val de Vie Development and the Acres Development shall be developed into several mixed use developments by the respective developers thereof, or their successors in title. The Purchaser hereby acknowledges that it may accordingly be exposed to such associated activities which may result in an amount of inconvenience;

6.2.6 it is further anticipated that a hotel and school shall be built on certain properties forming part of the Greater Val de Vie Development. The Purchaser hereby acknowledges that it may accordingly be exposed to activities related to the operations of such a hotel and school which may result in an amount of inconvenience; and

6.2.7 the owners of land surrounding the Property will be erecting buildings and other structures thereon which may block or otherwise interfere with the views from the Property and the Purchaser specifically agrees that he shall have no right to object to the construction of any building or other structure which blocks or otherwise interferes with the views, as aforesaid, nor will he have a claim for diminution in value of the Property arising out of any interference with the views from the Property by reason of the construction of any such buildings and/or structures.

6.3 In addition to the aforesaid acknowledgements, the Purchaser hereby accepts and agrees that it will be exposed to the aforesaid activities which may result in an amount of inconvenience.

6.4 The Developer further records that the developers of the various developments forming part of the Greater Val de Vie Development, the Existing Val de Vie Development and the Acres Development have obtained and may in future apply for further or amended use rights in respect of their respective developments, including but not limited to single residential, group housing, townhouses, hotel use, religious use rights, business/ commercial, restaurants, theatre facility/ies, sport, light industrial and educational use rights. The Purchaser hereby consents to such use rights and agrees not to object or to oppose to any application which may be made by a developer to the local or competent authority concerned in this regard.

6.5 The Purchaser acknowledges that he understands that the Developer makes no representations regarding the aforementioned developments or facilities and that the purpose of the inclusion of the aforementioned clauses into this Agreement is merely in order to bring potential inconvenience to the Purchaser's attention, and the Developer shall not be obliged or bound to

proceed with the uncompleted phases of the Development but may do so in stages or phases and within periods in the Developer's sole discretion.

- 6.6 The Purchaser hereby waives any claim of any nature against either of the Developer, its agents, employees and officials from any liability or responsibility to the Purchaser or any other person, claiming through it by way of subrogation or otherwise, for any loss or damage to the Purchaser's property or the property of any of its visitors, agents, employees, representatives or invitees as a result of the activities contemplated in this clause 6, regardless of how such loss or damage may occur, even if such damage or loss may have been caused by the negligence of the Developer, its agents employees or officials.

7 INCORPORATION OF FURTHER PHASES

The Developer has a continuing and permanent interest to ensure that certain basic provisions are entrenched in perpetuity to ensure the success of the Development and accordingly –

- 7.1 the Developer has the right at any time and from time to time to extend or alter the area or composition of the Development by requiring the HOA to incorporate into the Estate any part/s of any adjoining properties owned by the Developer from time to time as further phases of the Estate, which the Developer shall be entitled to develop as it may deem fit;
- 7.2 should any further property be incorporated into the Estate, the Developer shall be entitled to require that the first and all subsequent owners of erven therein to become members of the HOA in respect of those parts from such date as the Developer may determine, and on the same terms and conditions as are applicable to the other members of the HOA.

8 DISPUTE RESOLUTION

- 8.1 Any Party may demand that a dispute be determined in terms of this clause 8 by written notice given to the other Parties in accordance with the Expedited Rules of the Arbitration Foundation of Southern Africa ("**AFSA**").
- 8.2 This clause shall not prevent any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction, pending the decision of an arbitrator.
- 8.3 The Parties hereby consent to the arbitration being dealt with on an urgent basis in terms of the Rules of AFSA should either Party, by written notice, require the arbitration to be held on an urgent basis. In such event either Party may apply to the AFSA Secretariat as required in terms of the said Rules to facilitate such urgent arbitration.
- 8.4 The arbitration shall be held –
- 8.4.1 at Cape Town;

- 8.4.2 with only the legal and other representatives of the Parties to the dispute present thereat;
and
- 8.4.3 otherwise in terms of the Arbitration Act, No 42 of 1965 (“**Arbitration Act**”), unless otherwise provided for herein.
- 8.5 The arbitrator shall be a practising advocate of the Cape Bar of at least ten years’ standing, appointed by agreement between the parties to the dispute, subject to clause 8.6.
- 8.6 Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the giving of notice in terms of clause 8.1, the arbitrator shall be appointed by the Chairperson of the Cape Bar Council (or by AFSA if the Cape Bar Council no longer exists), at the request of either Party to the dispute.
- 8.7 The Parties hereby consent to the jurisdiction of the High Court of South Africa in respect of the proceedings referred to in clause 8.8.
- 8.8 The decision of the arbitrator shall be final and binding on the Parties to the dispute and may be made an order of the court referred to in clause 8.7, at the instance of any of the parties to the dispute.
- 8.9 The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- 8.10 It is recorded that it is the intention of the Parties, that any dispute referred to arbitration in terms of clause 8.1 shall be resolved strictly in accordance with the provisions of this clause 8. The Parties accordingly agree and undertake as follows -
- 8.10.1 that it shall not make any application to Court as contemplated in terms of section 3(2) of the Arbitration Act;
- 8.10.2 that it shall not make any application as contemplated in terms of section 20(1) of the Arbitration Act; and
- 8.10.3 the periods set out in section 23 of the Arbitration Act shall not be applicable to any arbitration proceedings arising out of this Agreement.

DEBIT ORDER AUTHORISATION

(To be completed by the Purchaser)

FROM:

SG NUMBER		REGISTERED OWNER	
ADDRESS			
TELEPHONE NUMBER		EMAIL ADDRESS	
BANK NAME		BRANCH NAME	
BRANCH NUMBER		ACCOUNT NUMBER	
TYPE OF ACCOUNT		NAME OF ACCOUNT	

TO:

PEARL VALLEY GOLF & COUNTRY ESTATE HOMEOWNERS' ASSOCIATION

I/We hereby request, "instruct" and authorize you to draw against my/our account with the abovementioned bank or any other bank or branch to which I/we may transfer my/our Account the amount necessary for payment of the monthly estate levy, water account and all other HOA related charges. All such withdrawals for my/our bank account by you shall be treated as though they had been signed by me/us personally. These withdrawals will be updated for inflationary increases as and when required.

I/We understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher: I/We agree to pay any bank charges relating to this debit orders instruction.

This authority may be cancelled by me/us by giving you a thirty day notice in writing, but I/we understand that I/we shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force if such amounts were legally owing to you. Before canceling this debit order I/we shall settle all outstanding future obligations owing in terms of the contract between the parties. Receipt of this instruction by you shall be regarded as receipt thereof by my/our bank (whichever it is our will be).

ASSIGNMENT:

I/we acknowledge that the party hereby authorized to effect the drawing(s) against my/our account may not code or assign any of its rights to any third party without my/our prior written consent and that I/we may not delegate any of my/our obligations in terms of this contract/authority to any third party without prior written consent of the authorized party.

Signed.....on this.....day of.....20.....

MEMBER INFORMATION FORM*(To be completed by the Purchaser)***DATE**

SG NUMBER				REGISTRATION DATE			
PRIVATE PERSON		COMPANY		TRUST		OTHER	
ID/REG NO				VAT NO			
LAST NAME/REG NAME				FIRST NAME			
TITLE				EMAIL ADDRESS			
TEL NUMBER				CELL NUMBER			
POSTAL ADDRESS				PHYSICAL ADDRESS			
CONTACT PERSON				TEL NUMBER			
RELATION				EMAIL ADDRESS			
PERSON RESPONSIBLE FOR PAYMENT OF ACC				TEL NUMBER			
RELATION				EMAIL ADDRESS			
HOW WOULD YOU LIKE TO RECEIVE YOUR ACCOUNT	PER EMAIL			PER POST (BOX ADDRESS)		PER POST (PHYSICAL ADDRESS)	
HOW WOULD YOU LIKE TO PAY YOUR ACCOUNT	DEBIT ORDER			EFT		When paying by EFT please use your account number as a reference	

DECLARATION BY PURCHASER

(To be completed and signed by the Purchaser)

I, the undersigned

[INSERT PURCHASER'S FULL NAMES]

hereby declare that I have studied the undermentioned documents:

1. the HOA's constitution;
2. the Guide, being the guidelines, which document contains the following information and documentation in respect of the Development –
 - a) design guidelines;
 - b) building rules and regulations;
 - c) Estate rules in respect of the Development; and
 - d) any relevant annexures to the documents listed in a) to c) above;

I further declare and confirm that I am satisfied with the contents of the aforesaid documents and accept that the deed of sale concluded between myself and the registered owner of the Property will be subject to the provisions thereof.

THUS SIGNED at _____ on this ____ day of _____ 202_.

AS WITNESSES:

1. _____

2. _____

THE PURCHASER