

ANNEXURE B

CONDITIONS IMPOSED BY SITARI COUNTRY ESTATE

1. INTERPRETATION

1.1 In this Agreement the following terms and conditions shall, unless inconsistent with the context, bear the meanings stated hereunder and cognate terms and expressions shall bear corresponding meanings.

1.1.1 “**Accredited Building Contractors**” means the building contractors accredited by Sitari Country Estate Proprietary Limited, during the development period, in terms of the requirements of the Constitution and the Construction Manual, a copy of such list shall be available on request from the Estate Agent.

1.1.2 “**Architectural Guidelines**” means the architectural guidelines to be finally approved by Sitari Country Estate and the Local Authority and available on request from the Estate Agent.

1.1.3 “**ARC**” means the Architectural Review Committee as provided for in the Constitution of SCEMHOA.

1.1.4 “**Constitution**” means the Constitution of SCEMHOA (Stage 1) and the Sub-Home Owners Association approved or to be approved by the Local Authority, and available on the Website.

1.1.5 “**Construction Manual**” means the Construction Manual, incorporating the Sitari Country Estate Site Building Regulations, approved by Sitari Country Estate, available on request from the Estate Agent.

1.1.6 “**Development**” means the development to be established on the parent property and which is to be known as Sitari Country Estate.

1.1.7 **“Development Period”** means;

1.1.7.1 the date of transfer of the last saleable erf / unit in the development of the parent property by Sitari Country Estate or

1.1.7.2 the date when the Seller notifies SCEMHOA and any applicable Body Corporate that it waives its rights herein, whichever is the earliest.

1.1.8 **“EMP”** means the Environmental Management Plan, available on request from the Estate Agent.

1.1.9 **“H & S Legislation”** means all applicable Health and Safety Legislation and Regulations in terms of South African Legislation and precedent law.

1.1.10 **“Land”** means Erf 2, Sitari, City of Cape Town, Western Cape Province

1.1.11 **“Levies”** means the levies that will be payable by the Purchaser to SCEMHOA.

1.1.12 **“Local Authority”** means the Local Authority having jurisdiction over the land, being at present the City of Cape Town, and shall include its successor in title.

1.1.13 **“LUPO”** means the Land Use Planning Ordinance No. 15 of 1985 (Western Cape) as amended, and includes any superseding legislation or subordinate legislation.

1.1.14 **“Parent Property”** means Erf 1840 Croydon, City of Cape Town, Western Cape Province.

1.1.15 **“Private Open Space”** means the land that comprises the Parent Property that does not form part of an erf which is transferable and which is further designated as such on the General Plan, but excluding any public road as indicated on the General Plan.

- 1.1.16 **“SARS”** means the South African Revenue Services.
- 1.1.17 **“SDP”** means the Stage 1 Site Development Plan approved by the Local Authority, identifying the erf with an **X**.
- 1.1.18 **“SDP 2”** means the proposed Site Development Plan in respect of Stage 2.
- 1.1.19 **“SCEMHOA”** means the Sitari Country Estate Master Home Owners Association established for the Development in terms of LUPO and which Association has a Constitution which has been or shall be approved by the Local Authority.
- 1.1.20 **“Sitari Country Estate”** means Sitari Country Estate Proprietary Limited, Registration Number 2007/033501/07.
- 1.1.21 **“Stage 1”** means the Development to be established on the land, being the first stage of the development known as Sitari Country Estate.
- 1.1.22 **“Stage 2”** means the Development of the parent property, excluding the land.
- 1.1.23 **“SWMP”** means the Storm Water Master Plan in respect of Stage 1, approved by the Seller and the Local Authority, available on request from the Estate Agent.
- 1.1.24 **“Sub Home Owners Association”** means the Sub Home Owners Association to be established by the Seller in respect of any portion of the Parent Property or the Land, which Association will be subject to its own Constitution, the Constitution of SCEMHOA as well as the Conduct Rules.
- 1.1.25 **“Township Register”** means the Township Register in respect of Stage 1 opened in the Cape Town Deeds Registry in terms of Section 46 of the Deeds Registries Act.

1.1.26 “**Website**” means the Website of the Development available on the Internet at the following Website address: www.sitari.co.za.

2. **RECORDAL**

- 2.1 Sitari Country Estate wishes to develop the Land, being a portion of the Parent Property.
- 2.2 Sitari Country Estate has procured the approval of the SDP and the General Plan.
- 2.3 Sitari Country Estate wishes to sell the Property after the opening of the Township Register.
- 2.4 The General Plan has been drawn and registered and accordingly the exact extent and final boundaries of the Property is reflected on the General Plan.

3. **SALE**

The Seller sells to the Purchaser who hereby purchases:

- 3.1 The Property subject to the terms and conditions contained in this Agreement, the Annexure's, the LUPO Approval and the Constitution.
- 3.2 The Property is more fully described on the SDP and the General Plan.
- 3.3 The Purchaser hereby confirms that he has inspected the Property, and he is aware of and will at all times strictly adhere to and abide by the Constitution, the EMP, the SWMP, the Architectural Guidelines, the ARC, the lists of Accredited Building Contractors and Architects and the Construction Manual.

4. **EXTENT, ONEROUS CONDITIONS AND WARRANTIES**

- 4.1 The Property is sold subject to all conditions and servitudes pertaining thereto, imposed by any competent authority, the Local Authority, the Seller, Sitari Country Estate, any professional consultant of Sitari Country Estate or in terms of LUPO.

- 4.2 Sitari Country Estate may amend the layout of the Development, as indicated on the SDP, if required by any competent authority, the Local Authority or in terms of LUPO.
- 4.3 The various budgets presented to the Purchaser are estimates of income and expenditure as at the time of conclusion of this Agreement.
- 4.4 The Purchaser acknowledges that he has not been influenced into entering into this agreement by any express or implied information, statement or representation given or made by or on behalf of the Seller, Sitari Country Estate, unless the same is expressly and specifically recorded in this Agreement. The Purchaser hereby waives in favour of the Seller, Sitari Country Estate any rights whatsoever which he otherwise may have obtained against the Seller, Sitari Country Estate as a result of such information, statement or representation given or made by or on behalf of the Seller, Sitari Country Estate which is not so expressly and specifically recorded. It is recorded that all artistic, architectural, photographic and in any way visual presentation material including but not limited to the models, brochures and pamphlets and the show unit used by the Seller, Sitari Country Estate or the Estate Agent or Sales Agent in the marketing and selling of the Property hereby purchased and sold have been prepared and distributed as advertising material only and that the Seller, Sitari Country Estate shall in no way be bound and the Purchaser shall have no claim in respect of any information stated therein or impression conveyed thereby and that no representation is thereby made by the Seller, Sitari Country Estate and that the parties shall be bound by the terms contained in this Agreement only.
- 4.5 Portions of the Development may be utilised by the Seller, Sitari Country Estate as a show village.
- 4.6 The Purchaser acknowledges that he is aware that the view currently enjoyed and/or the projected view from the Property hereby sold, may be affected by the Development of the Parent Property and/or construction of any further buildings on the land or any adjacent plot / development in the vicinity of the Property. The Purchaser accordingly acknowledges and agrees that the Purchaser shall have no claim or right of action whatsoever against the Seller, Sitari Country

Estate arising from such impact on or impairment of the view from the Property or any degradation from the value thereof, as a result of any such ongoing development or further buildings.

- 4.7 All undertakings and commitments given by the Seller, Sitari Country Estate to the Purchaser in terms of this Agreement are personal to the Purchaser who shall not be entitled to cede, assign, or make over its rights thereto.
- 4.8 The Seller, Sitari Country Estate may do reasonable earthworks or land filling on the Property.
- 4.9 The Purchaser declares that he is aware of the fact that SDP 2 and further development rights in respect of Stage 2, has not yet been approved and that the Purchaser hereby irrevocably consents to any amendments to the current SDP 2 and/or development rights in respect thereof, as may be agreed between the Seller, Sitari Country Estate in its sole discretion, and the Local Authority or imposed in terms of LUPO or any other relevant legislation. The Purchaser irrevocably waives its rights to object to any amendment as provided for in this clause.
- 4.10 The Purchaser acknowledges that transfer may be subject to the registration of the servitudes which may affect the property. Upon final determination of the servitudes the Purchaser shall consent to the registration of such specific servitudes. The whole of this clause is contingent on any such servitude not affecting the building constructed or to be constructed on the Property and falling within the building lines, as per the SDP.
- 4.11 SCEMHOA or Sitari Country Estate shall determine a building deposit, as per the construction manual which shall be payable by the Purchaser to SCEMHOA before the commencement of any building operations on the Property, this being applicable to any alterations to the Property subsequent to transfer thereof.

5. HOME OWNERS ASSOCIATION

- 5.1 The Purchaser will become a member of SCEMHOA and the Sub Home Owners Association as from the transfer date and become obliged to comply with all the obligations imposed upon him by the Constitution and the Conduct Rules, including the payment of levies.
- 5.2 SCEMHOA and the Sub Home Owners Association will be or has been established for the benefit of all owners of erven within the Development as provided for in the Constitution and the Conduct Rules.
- 5.3 Sitari Country Estate shall on transfer date register a title deed condition against the Property in terms of which the Property shall not be transferred without the written consent of SCEMHOA.
- 5.4 The Purchaser and his / her/ its successors in title will be bound by the Architectural Guidelines. Any buildings erected on the Property (including any improvements thereto) shall conform to the Architectural Guidelines and shall be subject to approval thereof by the ARC and the Local Authority.
- 5.5 The Sub Home Owners Association will elect only one trustee who will act as the Chairman thereof and will represent the Sub Home Owners Association on SCEMHOA.

6. LEVIES

- 6.1 After the transfer date, the Purchaser shall be liable to pay levies to the SCEMHOA.
- 6.2 It is estimated that the levy payable in terms of Clause 6.1 above will approximately be equal to the amount as disclosed in Clause H in the Information Schedule.
- 6.3 The levies will be payable monthly in advance on the first day of the month, save for the first month after the transfer date, in which instance the Purchaser will pay for 2 (two) months in advance.

6.4 All levies will be paid directly to SCEMHOA and the Sub Home Owners Association may not collect any levies or manage any funds.

7. ACKNOWLEDGEMENT AND OBLIGATIONS

7.1 The Purchaser may only utilise the services of an Accredited Building Contractor in respect of all improvements to the Property.

7.2 It is the responsibility of the Purchaser to acquaint himself with the contents, terms, conditions, stipulations and obligations contained in the Constitution, the Construction Manual, the Architectural Guidelines, the SWMP, the H & S Legislation and the EMP.

7.3 The Purchaser is aware of the fact that all service providers appointed by Sitari Country Estate, must be utilised by the Purchaser or SCEMHOA.

7.4 The Purchaser is aware of the limitation on the appointment and utilisation of estate agencies and the accreditation procedure and requirements in respect of such agencies as per the Constitution.

7.5 The Purchaser, the Accredited Building Contractor and the representative of SCEMHOA must sign a copy of the Construction Manual before the commencement of any construction work or earthworks on the erf in respect of any alterations to the property after transfer.

7.6 The Purchaser is aware of the restrictive time lines to commence construction and the time period for the completion thereof once construction has commenced as provided for in the Construction Manual.

7.7 The Purchaser may only utilise the services of an Accredited Architect in respect of the drawing and approval of all plans for all improvements to the Property.

7.8 The Purchaser must at all times during the construction of any improvements to the Property comply with the H & S Legislation, at the Purchaser's cost and expense. The Purchaser must provide SCEMHOA and Sitari Country Estate

during the Development Period with written proof that the Purchaser has complied with this requirement before the commencement of any improvements to the Property. The ARC may withhold the approval of any building plans pending fulfilment of this obligation by the Purchaser. The Purchaser hereby irrevocably indemnifies Sitari Country Estate and SCEMHOA against any claims or damages that either of them might suffer as a result of non-compliance of this obligation by the Purchaser.

- 7.9 The Purchaser acknowledges that he is aware of the power lines which are erected over portions of the private open space as indicated on the General Plan and accepts full responsibility for any damages that the Purchaser or any of his household or any visitor may suffer as a result of ignorance and/or neglect to obey warning signs displayed by Sitari Country Estate in close proximity to the power lines. The Purchaser hereby irrevocably indemnifies Sitari Country Estate, SCEMHOA and the estate agent against any claims for damages that any of them might suffer as a result of non-compliance of this obligation by the Purchaser.
- 7.10 The Purchaser is aware of the fact that an environmental officer will be employed and be present on the Parent Property during the development period.
- 7.11 If the Purchaser is a foreigner, he is referred to the special conditions applicable on foreigners available on the Website.
- 7.12 The Purchaser accepts the gradient and contours on the erf as per the gridline cut across the erf prepared by the engineers appointed by Sitari Country Estate.
- 7.13 The Purchaser is liable for the payment of the following costs, fees, expenses or levies, in addition to any other costs, fees, expenses or levies provided for in this Agreement and pertaining to the Property.

7.13.1 Water consumption and sewer payable to the Local Authority

7.13.2 The cost of preparing detailed building plans as well as the cost of obtaining ARC approval and Local Authority approval of any plans including scrutiny fees for any alterations to the Property

7.13.3 All electrical fees and levies, excluding the electrical connection fees.

7.14 It is recorded that the Local Authority (Rates Department) must apportion the rates and taxes paid by Sitari Country Estate. It is the responsibility of the Purchaser to notify the Local Authority of the transfer date and to ensure that he receives the correct accounts from the Local Authority as from the transfer date, including any amount refundable by the Local Authority.

7.15 It is further anticipated that certain services, including the provision of water and electricity may be supplied by SCEMHOA or metered by a supplier appointed by SCEMHOA and the Purchaser undertakes to make payment to SCEMHOA or the appointed supplier, of its charges in respect of the metered consumption of such services, in accordance with the Constitution.
