

VANGUARD RESIDENTIAL VILLAGE

DEED OF SALE

SECTIONAL TITLE DEVELOPMENT

The SELLER; **I ESA DEVELOPMENT CC t/a ASRIN PROPERTY DEVELOPMENT**, Registration number **1994/008667/23** c/o Christo Marais Attorneys & Conveyancers Inc. Doornbosch Homestead Strand Road Stellenbosch (www.cmattorneys) Telephone 021 887 9069.

Details of Purchaser/s:

Name or Description: _____

ID Number / Reg Number: _____

Marital Status of Purchaser:

1. Unmarried: _____ 2. Divorced: _____ 3. Widow/Widower: _____

4. Married IN community of property to: _____

ID No: _____

Date: _____ Place: _____

5. Married OUT of community of property to: _____

ID No: _____ Joint Purchase: Yes / No

Date: _____ Place: _____

Of (address) Physical: _____

Postal: _____

Tel (h) _____ (w) _____ (cell) _____

e-mail: _____

Employer and address: _____

Block nr. _____

Who purchases the following: As per SDP: Unit No. _____ Per Sectional Plan

Parking Bay No; _____ Per Sectional Plan/SDP

in the scheme known as **VANGUARD RESIDENTIAL VILLAGE** ESTABLISHED ON ERF 159166 HEIDEVELD, IN THE CITY OF CAPE TOWN, CAPE DIVISION, PROVINCE OF THE WESTERN CAPE.

in the City of Cape Town, Cape Division, Province of the Western Cape.

PURCHASE PRICE of Property: R _____

Payable as follows:

1. Reservation Fee in the amount of R10 000 on date of Reservation (If applicable) of Unit/signing of the agreement, whichever happens first, in Trust at the Conveyancers Christo Marais Attorneys - Doornbosch Homestead - Stellenbosch, who must as soon as possible thereafter deposit that money in an interest bearing Trust Account, the interest thereon accruing to the Purchaser and
2. Deposit of 10% payable within 7 days of Signature.
3. Mortgage Bond: R _____ within 30 days after Signature from a Bank or Financial institution, by the Purchaser, and/or Pre approval of the Sectional Title Development by the Major Banks, whichever occurs first.
4. Balance of purchase price (If applicable): R _____ payable against registration of transfer at Cape Town free of exchange to be secured by way of a Bank or acceptable guarantee as approved by the Conveyancers within 14 days of Signature or request thereof by the Transferring Attorneys Christo Marais Stellenbosch.

OPTIONAL EXTRAS (CASH) R _____

With date of occupation as close as possible to Registration and monthly occupational rental payable by the Purchaser from occupation date R _____ per month in advance.

And estimated monthly levies payable by the PURCHASER from occupation date;
R _____/square metre.

On the terms and conditions exclusively contained herein.

SELLING AGENT; _____

CONDITIONS

1. PREAMBLE

- 1.1 The Seller is the owner of the property known as Erf 159166 HEIDEVELD in the City of Cape Town, Cape Division, Province of the Western Cape, and undertakes to erect the Building materially in accordance with the building plans prepared by the Architect, copies of extracts from which plans constitute Annexures "A" hereto, and specifications, copies of which constitute Annexure " B "hereto, on the property described above, subject to final amendment as per Local Authorities final comment.
- 1.2 The Seller undertakes to apply to the Local Authority for the approval of all matters in respect of the proposed development which will be carried out subject to the approval being granted.
- 1.3 The Seller undertakes applying in terms of the Act for the opening of a Sectional Title Register in Respect of the Buildings when they are erected and ready for occupation.
- 1.4 The Purchaser wishes to purchase the said Unit.

2. INTERPRETATION

- 2.1 In this agreement, unless inconsistent with the context:
 - 2.1.1 the words and phrases used and or defined shall have the meaning assigned to them therein:
 - 2.1.2 "the Unit" shall mean the unit described above.
 - 2.1.3 "the Section" shall mean the section described above.
 - 2.1.4 the effective date shall be the date upon which this agreement is signed by the Seller.
 - 2.1.5 words importing the singular shall include the plural and vice versa and words importing one gender shall include other genders and words importing natural persons shall include juristic persons, partnerships, companies and vice versa.
 - 2.1.6. the head notes to the paragraphs to this agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
 - 2.1.7. reference to a natural person shall include a reference to a body corporate and vice versa

2.1.8. bond originator means Ooba (Pty) Ltd; Tel: (021) 481 7382; jenny.rushin@ooba.co.za

2.2 The provisions of the preamble are specifically incorporated in this agreement.

2.3 This agreement contains the whole agreement between the parties relative to the subject matter hereof and there are no other conditions, stipulations, warranties or representations which are binding to the parties other than those recorded herein. No agreement to cancel this contract, whether in whole or in part nor any variation of or addition to the provisions hereof, nor any waiver by either party, of any of his rights hereunder, and in particular, without in any way limiting the generality of the foregoing of his rights in terms of this paragraph shall be of any force and effect unless reduced to writing and signed by the parties hereto.

2.4 Any condemnations of any breach of any of the provisions hereof or any other act of relaxation, indulgence or grace on the part of the Seller shall not in any way constitute as, nor be deemed, a waiver by the Seller of any rights under this agreement, nor be construed as a novation hereof, nor shall it in any way stop the Seller from exercising any rights under this agreement.

3. **SALE**

The Seller hereby sells to the Purchaser, who hereby purchases the Unit/s set out above together with the exclusive use area.

4. **PURCHASE PRICE AND PAYMENT**

4.1 The purchase price of the property shall be the amount set out in the preamble and shall be paid by the Purchaser as indicated.

4.2 Notwithstanding anything to the contrary herein contained, in as much as the purchase price is the VAT inclusive price determined at the current rate of 14 (fourteen) percent, in the event of the rate at which VAT is charged being amended after the date of signature hereof by the Purchaser, to the effect that the amended rate will apply to this transaction, then the purchase price will be adjusted accordingly, the intention being that the Seller shall receive and retain the same amount after payment of VAT regardless of the rate at which VAT is payable.

4.3 The Purchase Price does not include any extras or changes to the finishes, the cost whereof is payable in cash, within 7 (seven) days after the Purchaser has chosen his finishes.

5. **PLACE OF PAYMENT**

All payments to be made by the Purchaser to the Seller in terms of this agreement shall be made without deduction or demand and free of exchange, to the Conveyancers, being CHRISTO MARAIS ATTORNEYS & CONVEYANCERS Doornbosch Homestead, Stellenbosch. Trust Account name; CHRISTO MARAIS ATTORNEYS Standard Bank Stellenbosch, Account number; 072 250 623. maraisjc@mweb.co.za ; www.cmattorneys.co.za ; Telefax 086 566 9223.

6. ANTICIPATED OCCUPATION DATE

- 6.1 The purchaser shall be entitled to occupation of the Unit upon completion, or such earlier date as may be notified to the purchaser by the Seller in writing at any time (in which event "Occupation Date" shall mean such earlier date), but subject to the other provisions of this clause (6).
- 6.2 The Seller will effect completion and tender occupation to the Purchaser of the unit 12 months after achieving 80% perfected sales as described in Paragraph 19.2 below.
- 6.3 The Seller shall notify the Purchaser in writing at least 60 days in advance if the completion/occupation date is going to be postponed, or be earlier, and what the new date will be.
- 6.4 Any dispute as to whether or not the Unit is ready for Occupation as aforesaid shall be referred to the Architect who, acting as an expert and not an arbitrator, shall determine such dispute, his decision in this regard being final and binding on the parties.
- 6.5 **Unless the Seller is acting in an unreasonable manner, the Purchaser will not be entitled to cancel this agreement. Therefore, the Seller shall not incur any liability by reason of the Seller's failure to give notice in terms of 6.2 or by reason of the Unit not being ready for occupation on the date referred to/or on the expiry of a notice given in terms of 6.1 and 6.2 as long as he acted in a reasonable manner.**

7. BUILDING NOT YET ERECTED

- 7.1 It is recorded that the building/s is/are presently in the course of construction, or have been constructed or may not yet have been erected. **As a consequence thereof the extent of the Unit may vary, provided such variation shall not exceed 5 (five) percent of the extent referred to above.**
- 7.2 The Seller shall be entitled to vary the Plans and/or specifications for the Buildings to such extent as may, in the Sellers opinion, be reasonably necessary to:
- 7.2.1 meet any requirement by the relevant authority;
- 7.2.2 meet any special features of the Property;
- 7.2.3. meet any special impediments such as water, sewer, or electrical lines either above or under ground, or any rock or soil condition; aesthetics of the Buildings which the Seller

considers to be appropriate or which may not be readily available at the time due to shortage in the supply of such materials, finishes or fittings, without, however, detracting from the quality of the Buildings and/or the Unit: or

- 7.2.4. to obtain the approval of the sectional title development scheme and/or the opening of the sectional title register.
- 7.3 The Seller shall similarly be entitled to vary the numbers allocated to the Unit on the Plan, as well as the name of the development and the situation of the individual Parking bays within the general area designated for such Parking bays on the Plan. In the event of a dispute arising in connection with any of the matters referred to in this clause (7), then the matter shall be referred to the Architect for determination, mutatis mutandis on the basis referred to in 6.4.
- 7.4 **The Purchaser acknowledges that, on the Occupation Date, the common property forming part of the buildings and the Property, as well as other portions of the Buildings may be incomplete and that occupants of the Unit may suffer inconvenience from building operations and the Purchaser further acknowledges that it shall have no claim whatsoever against the Seller by reason of any such inconvenience.**
- 7.5 It is specifically recorded that the finishes to the Unit are not necessarily the same as those stipulated in the finishes schedule, but will be of the same standard and quality. No extras or changes to the finishes will be entertained by the developer/seller once the purchaser has chosen the finishes.
- 7.6 **If the completion of the Unit is delayed as a result of vis major or any other cause beyond the control of the Seller, then the Seller shall be entitled to a fair extension of time for such completion of 12 months and the Purchaser shall not for that reason have any claim against the Seller, whether for damages or otherwise.**
- 7.7. The Seller and Purchaser will communicate during the construction period. The Purchaser will notify the Seller in writing of any problems or inadequate quality in the building process before completion of the construction and the Seller will respond to the satisfaction of the Purchaser. It is further a term of this agreement that the Purchaser will at least inspect the building and construction of his unit 3 times before completion, and with every visit give written comment and or satisfaction of the building works to the Seller.
- 7.8 Where any changes as described above are unreasonable the purchaser is entitled to cancel such agreement.

8. **OCCUPATIONAL INTEREST**

From the anticipated Occupational Date until registration of transfer of the Unit into the name of the Purchaser, the Purchaser shall pay Occupational Interest to the Seller in the amount set out as stipulated above, which Occupational interest shall be paid monthly in advance from the Occupation Date to the Date of transfer aforesaid and pro rata in respect of any portion of a month. It is

recorded that the Occupational Interest has been determined on the basis of the parties understanding that VAT is not payable in respect thereof. Accordingly, if it is found to the contrary, VAT shall be added to each payment thereof and paid to the Seller by the Purchaser at the rate then applicable.

9. LEVY

9.1 Upon establishment of a body corporate as envisaged In the Act, the following provisions shall apply:

9.1.1. The Purchaser shall make payment to the Body Corporate from time to time of an amount (plus VAT if applicable) calculated by the Body Corporate as the Purchaser's contribution to all the expenses incurred in the administration of the Building and the Property as determined in accordance with the provision of the Sectional Title Act.

9.1.2 The monthly levy payable by the Purchaser in terms hereof shall be payable monthly in advance from the Occupation Date.

10. SPECIAL PROVISIONS PRIOR TO ESTABLISHMENT OF THE BODY CORPORATE AND/OR TRANSFER

Pending the establishment of a body corporate as envisaged In the Act and transfer of the Unit, the following shall apply:

10.1 THE PURCHASER

10.1.1 shall not be entitled to make any structural alterations or additions to the Section.

10.1.2 shall be obliged to maintain the Section in a fit and proper condition and properly painted and shall also maintain the geyser included in the Section.

10.1.3 shall not be entitled to divide the Section for the purposes of selling, donating or in any other manner alienating or disposing of the Purchaser's rights of occupancy.

10.1.4 shall not in any manner alienate its rights to the Unit, unless he has furnished guarantees by himself or a third party to the Seller for the full purchase price.

10.1.5 shall not use the Section or the common property in such manner as to cause any damage to the other sections in the Buildings and/or on the Property.

10.1.6 shall be entitled to use the Section only as a dwelling for residential purposes only.

10.1.7 may use and enjoy the common property but shall do so in such a manner so as not to interfere with the use and enjoyment thereof by other section holders or other persons lawfully upon the Property.

10.2. THE SELLER

10.2.1 either personally or through servants or agents, shall be entitled at all reasonable times to have access to the Section for the purpose of inspecting it and/or to carry out any maintenance or repairs which the Seller may in terms hereof be obliged or entitled to perform, whether such repairs relate to the Section or not and the Purchaser shall have no claim against the Seller for any disturbance in its occupation arising out of the exercise by the Seller of the rights hereby conferred.

10.2.3 shall keep the Buildings insured to their replacement value against all risks which the Seller may deem prudent to insure, and to pay the premium falling due thereon from time to time, within the warranty period.

10.2.4 shall maintain the common property and keep it in a state of good and serviceable repair, including any structural repairs to the improvements erected thereon.

10.2.5. shall keep in a state of good and serviceable repair and maintain the plant, machinery, fixtures and fittings used in connection with the common property.

10.2.6. shall maintain and repair all pipes, wires, cables and ducts existing on the Property or in the Buildings and capable of being used only in connection with the enjoyment of more than one section or of the common property, provided, however, that notwithstanding anything to the contrary herein contained, the Seller shall be entitled to effect any repairs to the Building (including the Section) and/or the Property even though the Seller is not obliged to effect such repairs in terms of this Agreement.

10.2.7 shall be entitled to exercise all the rights and capacities which it would have if it were a body corporate which has come into existence in terms of the Act in respect of the Property and the Buildings.

10.3. Notwithstanding anything to the contrary contained in this Agreement, the risk in the Unit shall remain with the Seller and shall pass to the Purchaser upon registration of transfer of the Unit into the name of the Purchaser.

11. **WARRANTY**

- 11.1. **In the event of there being any defects in the Section not covered by the NHBRC Standard Home Builders Warranty and in the event of the Purchaser notifying the Seller thereof in writing within 30 (thirty) days of the Occupation Date, then the Seller shall remedy such defects at its own expense within a reasonable time. Such warranties are valid for a period of only 6 months from occupation/completion. In the event of the Purchaser failing to notify the Seller timeously of any defects as herein before provided, the Purchaser, shall have no further claim against the Seller in this regard.**
- 11.2 **The Unit is purchased subject to all conditions and servitude's, whether imposed by the local authority in terms of the sale of the Property to the Seller's predecessor in title, contained in the title deeds, the Annexure "A" relating to the Scheme, the Sectional Plans and the rules of the development scheme, and the Purchaser acknowledges having made itself fully acquainted with the Section, its nature, situation and extent, the Plan, the Specifications, the said Rules of the development scheme and all other relevant documents,**
- 11.3 **Without prejudice to the provisions of 11.2 the Seller shall not be liable under any circumstances or at any time prior to, during or after construction of the Unit for any indirect or consequential damages of any nature which the Purchaser may suffer at any time and for whatever reason.**
- 11.4 The Seller acknowledges that a Standard Home Builders Warranty in accordance with legislation and the rules and practice of the National Home Builders Registration Council (NHBRC) shall apply to the improvements of the property.

2. **TRANSFER**

- 12.1. Transfer shall not be passed to the Purchaser, notwithstanding anything to the contrary herein contained until such time as the total Purchase Price and all other amounts for which the Purchaser may be liable in terms thereof to the date of transfer have been paid and/or payment thereof has been secured as herein provided.
- 12.2. Transfer of the Unit, together with the registration of a mortgage bond for the purchaser which is relevant thereto, if any, shall be effected by the Seller's Conveyancers and the parties agree that it is in the best interest of this Transaction and in order to avoid delays, duplications of attendances and rejections at the Deeds office.
- 12.3. It is recorded that the Seller will be unable to effect transfer of the property into the name of the Purchaser until a Sectional Title register has been opened and all suspensive conditions have been fulfilled and further that it is the intention to effect transfer as soon as possible thereafter.

13. TRANSFER AND BOND REGISTRATION COSTS

The Transfer Fee and Expenses on the full purchase price is payable by the Seller. Any costs relating to the registration of the mortgage bond, including bank charges, will be borne by the Purchaser. The Purchaser instructs and appoints Heyns & Partners Attorneys Goodwood, to register the bond over this unit. The Purchaser gives consent that the bond registration fees and/or wasted costs, if applicable, can be paid out of the deposit/reservation fee to the Conveyancing attorneys. In the event that the Purchaser cannot continue with this transaction, because of any reason, he consent to the deposit/reservation fee be utilized by the developer for wasted costs/admin expenses.

4. BREACH

14.1 In the event of any payments in respect of the Purchase Price, Occupational Interest or other charges or payments for which the Purchaser is liable hereunder, or any obligation imposed on the Purchaser hereunder, remaining unpaid or unfulfilled, for a period of 7 (SEVEN) days after notice in writing has been given by or on behalf of the Seller, the Seller shall, at its election and without prejudice to any other rights which it may have in terms hereof or at law, have the right, either to enforce this Agreement or alternatively to declare the sale cancelled.

14.2 The Purchaser shall comply with the Banks minimum conditions in signing Necessary Letters of Completion upon written request by the sellers Conveyancers.

14.3 In the event of the Seller canceling the sale as aforesaid, any amount or amounts paid to the Seller or the Conveyancers (including any amount paid in trust) shall be retained in Christo Marais Attorneys's Trust account pending the developer proving any liquidated damages. In the event of such damages being proven such amount shall be forfeited to and retained by the Seller. Alternatively if the Seller so elects, it may recover any damages incurred as a result of such cancellation including any losses, interest and expenses on a resale (whether by public auction or private treaty), to a maximum of 10% of the purchase price, in which case the amount or amounts paid to the Seller or the Conveyancers as aforesaid (including any amount paid in trust) may be retained by the Seller by way of set off or partial set off against the damages proved by the Seller.

15. JURISDICTION

15.1 For the purpose of all or any legal proceedings herein the parties hereby consent to the jurisdiction of the Magistrates Court under Section 18 of the Magistrates Court Act of 1944 as amended. Notwithstanding the foregoing, the Seller shall have the right at the Seller's sole option and discretion to institute proceedings in any other competent Court which might otherwise have jurisdiction.

15.2 The Purchaser agrees that, in the event of the Seller instructing its attorneys and/or taking legal proceedings against the Purchaser pursuant to a failure by the Purchaser to fulfill any of its obligations in terms hereof, then the Purchaser shall pay legal costs plus VAT incurred by the Seller in connection therewith as between attorney and own client, including collection commissions at the rate as agreed between the Seller and its attorney, notwithstanding that formal proceedings may not have been instituted.

15.3 The Parties choose the addresses on Page one of this agreement as their respective domicilium citandi et executandis for the purposes of any legal proceedings, and legal notices, summonses and warrants.

16. **JOINT AND SEVERAL LIABILITY**

Should this Agreement be signed by more than 1 (ONE) person as Purchaser, the obligations of all the said signatories shall be joint and several.

17. **PURCHASE ON BEHALF OF THIRD PARTY OR NOMINEE**

If this Agreement is entered into by the signatory with a proviso to nominate a third party or as purchaser on behalf of a company, close corporation, trust or other person then;

17.1 the said signatory, by his signature hereto warrants his authority to do so and binds himself in favour of the Seller as surety and co-principal debtor, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company, close corporation, trust or other person or nominee in terms of or arising out of this Agreement or any cancellation hereof: and shall he substituted as purchaser at the option of the Seller.

17.2 Any nomination referred to above must be effected and accepted on the same day of the signing of this agreement with the proviso that any legal entity so nominated must have been registered or created prior to such nomination.

18. **PURCHASE ON BEHALF OF COMPANY / CLOSE CORPORATION TO BE FORMED**

In the event of the signatory having purchased in the capacity as a Trustee for a Company or Close Corporation in the process of formation or to be formed.

18.1 The signatory, by his signature hereof, binds himself as Surety and Co-principal debtor in favour of the Seller for all the obligations of the person to whom transfer is to be passed, waiving the benefits of division and excussion, and cession of action and should the sale to such Company or Close Corporation be cancelled or should the sale fail to be ratified within 10 (ten) days after registration of the Company or Close Corporation (where applicable) or lapse for any reason, the signatory shall be substituted as Purchaser at the option of the Seller.

- 18.2 The registration of the Company or Close Corporation (where applicable) shall be effected within 60 days of signature hereof failing which the signatory shall be substituted as Purchaser herein.

19. **CONDITIONS PRECEDENT**

This Agreement is subject to the suspensive conditions that:-

- 19.1 The Purchaser raises and receives a loan from a financial institution, upon its usual terms and conditions, in the amount referred to above, within 30 (THIRTY) days after the date of signature of this Agreement by the Seller.

19.1.1 The Purchaser hereby undertakes to do all things and sign all such documents as may be necessary and/or requisite in order to apply for and procure the grant of the said loan from the financial institution and to furnish written proof to the Seller of the granting or refusal thereof and his acceptance thereof.

19.1.2 The said period mentioned in 19.1 may at the option of the Seller be automatically extended by the Seller for a further period of up to 60 (sixty) days and no notification by the Seller to the Purchaser will be required.

19.1.3. This suspensive condition shall be deemed to have been fulfilled as soon as the Purchaser or its agent has received confirmation that the loan in question has been approved by the financial institution irrespective of any loan agreement between the Purchaser and the institution and regardless of any conditions imposed by the institution in granting such loan.

19.1.4. In the event of the said loan not being granted within the prescribed period or the extension thereof, granted as set out in 19.1.2, then the Seller shall be entitled to require the Purchaser to provide written proof of the loan not being approved, the waiver of this condition, within 7 days of delivery of written notice to this effect addressed to the Purchaser. Should the Purchaser fail to provide such proof of waiver timeously, this sale shall be null and void and be of no force or effect.

19.1.5 **The Parties appoint Ooba (Pty) Ltd as the bond originator in respect of the loan referred to in this clause**

- 19.2 Should the Seller not obtain at least 80% unconditional confirmed agreements of sale in respect of the proposed development, it reserves the right to not proceed with the development and the purchaser will have no claim against the Seller in this regard and repay the deposit and interest to the Purchaser.

19.3 This sale is also subject to any changes or alterations in the Site Development Plan and or subdivision conditions imposed by any authority on the development, and the Developer is entitled to implement any such changes on the development and/or building plans and/or layout configuration.

20. MORA INTEREST

In the event of there being any delay in connection with the registration of transfer for which the Purchaser is responsible, the Purchaser undertakes, in lieu of any payment due in terms of clause 8 for the relevant period, to pay interest on the Purchase Price at the rate of 3% above the prime lending rate of Absa Bank on unsecured loans, calculated from the date when the Purchaser is notified in writing by the Seller, the Conveyancers or the Selling Agent, as being in mora, to the date on which the Purchaser has ceased to be in mora.

The parties acknowledge and agree that the meaning and consequences of this agreement has been explained to them and they fully understand same.

21. AGENTS COMMISSION

The Seller undertakes to pay agent's commission to the relevant Agent in terms of the commission agreement to the Agent who was the effective cause of this sale.

22. RESALE OF UNIT

The Purchaser shall not be entitled to sell and/ or transfer the property and/or cede any rights in respect thereof before date of registration of transfer into the name of the Purchaser.

Prior to the date of registration the purchaser shall not appoint or engage any estate agent or other person to market, advertise and/or sell the property, other than the agent appointed by the Seller to market the development.

The Purchaser is obliged to pay an endowment levy of 0,5% of the total purchase price upon reselling thereof, to the Vanguard Residential Village Body Corporate.

23. VANGUARD RESIDENTIAL VILLAGE BODY CORPORATE

- (a) The Purchaser acknowledges that upon transfer of the Unit he or she will automatically become a member of the Body Corporate and as such will be bound by the authority of the BC and its Executive Committee, and by the provisions of the Constitution, Rules, and Building Guidelines, including the payment of levies determined in terms of the provisions of the said Constitution.
- (b) In view of the need to amend the Constitution, Rules, and Building Guidelines from time to time before finalisation of the development, the Purchaser hereby irrevocably grants a power of attorney, appointing the Seller as his or her agent, to exclusion of him/herself, to exercise the Purchaser's voting rights as a member at general meetings of the Vanguard Residential Village BC for the purpose of amending such documents from time to time during the Development Period.

24. MARKETING

The Purchaser hereby confirms that the sale was not in any way concluded as a result of direct marketing and further confirms that the Purchaser understands the meaning of "direct marketing".

25. SECURITY

Security will include the following:

- 25.1 Guardhouse at the entrance;
- 25.2 Security cameras at the entrance;
- 25.3 Electrified fencing on Boundary Walls of Development;

It is recorded that the Purchaser has familiarised himself with and understands the Contents of the VANGUARD RESIDENTIAL VILLAGE Constitution of the Masters Home Owners Association, the "Code of Conduct" and the "Building & Environmental Guidelines". The Purchaser acknowledges that he has access thereto.

SIGNED by the Purchaser at _____ on this _____ day of _____ 2012.

AS WITNESSES

1. _____
2. _____

PURCHASER/S

ACCEPTED by the Seller at _____ on this _____ day of _____ 2012.

AS WITNESSES

1. _____
2. _____

SELLER(DULY AUTHORISED)

INSTRUCTION TO INVEST TRUST MONEYS

(In respect of a conveyancing transaction)

Section 78(2A) of the Attorneys Act, 1979 (Act No 53 of 1979)

TRANSFER FROM:

I ESA DEVELOPMENT CC t/a/ ASRIN PROPERTY DEVELOPMENT, Registration number 1994/008667/23

c/o CHRISTO MARAIS Attorneys and Conveyancers Doornbosch Homestead Strand Road Stellenbosch.

TO:

OF:

I/We, the undersigned,

being the Transferee/s in the abovementioned transaction, hereby confirm my/our instructions to Christo Marais Attorneys to invest with a Financial Institution nominated by Christo Marais Attorneys by me/us on account of the purchase price, on the basis that:

1. the amount is invested in a trust savings account or other interest-bearing account;
2. the account contains a reference to Section 78(2A) of the Attorneys Act 1979 (Act No 53 of 1979);
3. the interest which accrues on such investment is to be for the company/close corporation/my benefit and is to be paid to me/us/it, after deducting your professional fee and costs for administering the investment, as soon as possible after the date of registration of the above-mentioned transaction;
4. the capital amount invested is to be paid in accordance with the transferor's instructions on the date of registration of transfer.
5. I am aware of the fact that while the funds are so invested with the said bank, the funds are not protected against a possible liquidation of the said bank.

PURCHASER/S

DATE