

TERMS AND CONDITIONS BINDING ON ALL PARTIES RESERVING A SECTION

1. Reservation Agreement

- 1.1. If you wish to reserve a Section (defined below) in the Scheme as described at the website link apartments.newinbosch.co.za, you hereby agree to be bound by the terms and conditions contained herein by selecting, clicking and accepting the terms and conditions on The Bosk website and by clicking “Book Unit” on the page relevant to the Scheme.

2. Definitions

- 2.1. **“the Conveyancers”** means the conveyancing attorneys nominated by us from time to time;
- 2.2. **“Development”** means the mixed-use land development to be carried out and developed by the Developer on the Land and to be known as Newinbosch Neighbourhood;
- 2.3. **“Paymaster”** means the third-party paymaster which will receive and pay the Reservation Fee into the Conveyancers’ trust account, such third-party paymaster being PayFast or such other third party paymaster appointed by us from time to time;
- 2.4. **“Reservation Fee”** means R10 000.00 (ten thousand Rand);
- 2.5. **“Scheme”** means the buildings to be developed on an erf in the Development and to be known as The Bosch Sectional Title Scheme in respect of which a sectional title register will be opened;
- 2.6. **“Section”** means a sectional title unit in the Scheme;
- 2.7. **“you/yourself”** means the person, or entity who wishes to reserve a Section in the Scheme and who has completed the relevant information required on the Website to complete the reservation;
- 2.8. **“we/us/our/ourselves”** means Cloetesdal Developments (Pty) Ltd with registration number 2018/281892/07 or our successors in title or cessionaries;
- 2.9. **“Website”** means the Scheme website at apartments.newinbosch.co.za.

3. Reservation of a Section

- 3.1. If you wish to reserve a Section, please complete the reservation form on the reservation page on the Website, which information will include the Section you wish to reserve (**“the Reservation Form”**)
- 3.2. You confirm that the reservation will only take effect once you have completed the Reservation Form and paid the Reservation Fee to the Paymaster.
- 3.3. **The Paymaster will pay the Reservation Fee to the Conveyancers’ trust bank account in accordance with their standard payment practices. Upon using the Paymaster you agree to be bound by their end user agreement as available on their website and you confirm that you are aware and accept that until the Paymaster physically pays the Reservation Fee to the Conveyancers’ trust bank account such monies will not constitute trust monies and will not be held in trust by the Conveyancers.**
- 3.4. Upon payment of the Reservation Fee, our standard deed of sale for the Section (**“the Deed of Sale”**) will be sent to you. Provided that you complete, initial and sign the Deed of Sale in the correct manner and return same to the Conveyancers within 7 (seven) business days of the transmission of the Deed of Sale to you, we will either accept or reject such offer and inform you in writing of our decision in this regard. If the offer is accepted by us in writing, the signed Deed of Sale will then become the binding agreement between yourself and ourselves subject to the fulfilment of all the suspensive and resolutive conditions contained therein. It is emphasised that the reservation of a Section in terms of this agreement does not

constitute a sale and it is only once the Deed of Sale as transmitted to you has been accepted and signed by us that an agreement will come into existence. Such signed Deed of Sale will govern the relationship between us and yourself in regard to the sale and purchase of the Section.

- 3.5. You acknowledge and confirm that you are aware that the Reservation Fee will not be invested until the FICA documents and the necessary signed investment forms have been received by the Conveyancers and a binding Deed of Sale has been signed by both us and you.

4. Reservation Procedure and Conditions

- 4.1. When reserving a Section on the Website:
- 4.2. Click and accept the terms and conditions as set out on the relevant reservation page of the Website; and
- 4.3. Complete the reservation form on the Website correctly setting out the relevant information;
- 4.4. The reservation of the Section will only take effect once the Reservation Form has been duly completed and the Reservation Fee has been received by the Conveyancers in their trust bank account;
- 4.5. Pay the Reservation Fee to the Paymaster and send proof of payment within 24 hours to annemarietv@stbb.co.za ("**the POP Period**");
- 4.6. Provide the Conveyancers with the relevant documents required in terms of the Financial Intelligence Centre Act 38 of 2001 (as amended) ("**FICA**") as specified by the Conveyancers as soon as same is requested by the Conveyancers;
- 4.7. Complete, initial and sign the Deed of Sale which will be forwarded to you and ensure that the same is received by the Conveyancers or us within 7 (seven) business days of such Deed of Sale being sent to you ("**Offer Period**");
- 4.8. If the proof of payment has not been sent to us or the Conveyancers within the POP Period or you have not completed, initialled, signed and returned the Deed of Sale to the Conveyancers or to us, duly signed and completed in a manner acceptable to the Conveyancers and to us, within the Offer Period, or you breach these terms and conditions in any way whatsoever, the reservation of the Section shall terminate with immediate effect on written notice to this effect being furnished to you by us and in such event the Section will no longer be secured for you and any other person/s may reserve the Section;
- 4.9. If the proof of payment is duly received by us or the Conveyancers within the POP Period and the duly signed Deed of Sale is similarly received within the Offer Period, but the offer made by you is not accepted by us by countersigning of the Agreement within a period of 15 (fifteen) business days of receipt thereof by the Conveyancers and for any reason whatsoever, the reservation of the Section shall terminate with immediate effect on written notice to this effect being furnished to you by us and in such event the Section will no longer be secured for you and any other person/s may reserve the Section
- 4.10. If you have reserved the Section as a result of direct marketing by us, you may in such instance cancel this agreement during your cooling off period, being a period of 5 (five) business days from the date of completing the Reservation Form and submitting same, i.e. making the reservation, on our Website and accepting the terms and conditions therein.
- 4.11. Upon valid termination of the reservation of the Section in terms of these terms and conditions, the Reservation Fee (if already paid by you) will be repaid to you within 10 (ten) business days after such termination or within 10 (ten) business days after the necessary

FICA documents have been submitted to the Conveyancers and proof of your banking details have been provided and you have taken all such other steps as may be required by the Conveyancers to refund the Reservation Fee to you (whichever is the later date), it being recorded that the Conveyancers will not deal with such monies until such time as the FICA documents have been received by them.

5. Permission to check your credit record

5.1. **You hereby give us the right to check your credit record. If we are not satisfied with such credit record we may, in our sole and absolute discretion, cancel this reservation with immediate effect on written notice to you.**

6. Declaration in terms of the Protection of Personal Information Act (when the same comes into operation) ("the POPI Act")

6.1. You and we both acknowledge that you may have given or may in the future give information which may be regarded as personal or private. You accordingly hereby agree that we may process such information for legitimate and business-related purposes as contemplated in the POPI Act. You accordingly acknowledge that such information will be stored electronically in a centralised data base and will be accessible to us but only for legitimate and business-related purposes. You also hereby consent that such information may be used by us to provide marketing information regarding our products and services. Your attention is drawn to the fact that you may request us in writing to cease sending such marketing information and that you may also request that such information be removed from our database or mailing list at any time and we will immediately comply with such request.

7. Indemnity and Waiver

7.1. You hereby indemnify us against any claim which may arise out of the use of our Website for whatsoever reason including but not limited to the fact that the integrity of this Website is breached in any way whatsoever or as a result of any viruses, time-locks, bombs, trojans or other harmful mechanisms being transmitted through this Website and/or as a result of using this Website and specifically waive all and each claim which you may have against us arising out of or relating to the use of this Website whether arising out of any of the reasons set out above or otherwise or at all. You specifically agree that at no stage shall we or any of our agents, employees, directors or any person involved with this Website be liable for any damages, costs, expenses, losses of any nature or any claim whatsoever connected to your use of this Website or any operation relating to this Website or any inability to use this Website or in any way related to this Website.

8. Jurisdiction

8.1. It is specifically recorded that this agreement in respect of the reservation of the Section is governed by the laws of the Republic of South Africa and that you hereby consent to the non-exclusive jurisdiction of the High Court of the South Africa, Western Cape Local Division in respect of any dispute or matter arising out of or relating to this agreement.

9. Dispute Resolution

- 9.1. Either you or we may, after written notice to this effect, refer any dispute arising from the terms of this agreement to arbitration to be determined in terms of this clause 8 in accordance with the Expedited Rules of the Arbitration Foundation of Southern Africa (“AFSA”).
- 9.2. 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.
- 9.3. Both you and we 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.
- 9.4. The arbitration shall be held –
 - at Cape Town;
 - with only the legal and other representatives of the Parties to the dispute present thereat; and
 - otherwise in terms of the Arbitration Act, unless otherwise provided for herein.

10. Severability

- 10.1. Should any word, phrase, clause or provision of this agreement be found to be illegal or unenforceable, such word, phrase, clause or provision shall be severed from this agreement and the balance of the agreement will remain binding on you and us.

11. General

- 11.1. You may not amend or vary this agreement or any of its terms and conditions unless we have specifically consented to the same in writing and signed such consent. You may also not cancel this agreement or any of these terms and conditions other than as specifically provided for in this agreement. You also recognise that it may be necessary for us to amend the terms and conditions of this agreement from time to time and you accordingly agree that such amendments will take effect once we have published the same on this Website irrespective of whether you have read such amendments or not or whether such amendments come to your notice.
- 11.2. By using the Website, you confirm your acceptance to be bound by the terms and conditions as stated herein.
- 11.3. You hereby select the address and email address completed on our Website on the reservation page as your *domicilium citandi et executandi* being the address for the service of all legal notices and processes in terms of this reservation.
- 11.4. You agree that you may not copy or replicate any portion of this Website in respect of which the intellectual property right vests in ourselves and acknowledge all our trademarks, copyrights and other intellectual property rights in and to this Website and the contents of this Website as well as the underlying programmes and codes relating to or operating this Website. You specifically acknowledge that the same vests in and remains in us at all times.