

# ANNEXURE “R”

## 1. DEFINITIONS

For the purpose of this Annexure “R”:

1.1 “**ASSOCIATION**” means \_\_\_\_\_

Registration Number \_\_\_\_\_

1.2 “**BUILDING DESIGN CODE**” means the Building Design Code (as amended from time to time), a copy of which is available from the offices of the ASSOCIATION;

1.3 “**CONTRACT**” means the Contract to which this document is annexure “R”, in terms of which the SELLER has sold to the PURCHASER of the PROPERTY;

1.4 “**DATE OF POSSESSION**” means the date that the PURCHASER takes possession of the PROPERTY in terms of the CONTRACT;

1.5 “**DATE OF TRANSFER**” means the date of registration of transfer of the PROPERTY into the name of the PURCHASER;

1.6 “**DEVELOPMENT PLAN**” means the plan (as amended from time to time), a copy of which is available from the offices of the ASSOCIATION;

1.7 “**DEVELOPERS AND CONTRACTORS PROTOCOL**” means the Developers and Contractors Protocol (as amended from time to time), a copy of which is available from the offices of the ASSOCIATION;

1.8 “**the DEVELOPMENT**” means the Development known as Izinga, on the property described as Portion of the Remainder of Portion 441 of Lot 31 Farm No. 1560, Registration Division FU, Province of KwaZulu-Natal, and may include proposed development of the properties described as Portion 470 of Farm Lot 31 No.1560, Portion 80 of Farm Lot 31 No.1560, Portion 81 of Farm Lot 31 No.1560, Remainder of Lot A 39 No.1532, Remainder of Lot B 39 No.1533, Remainder of Portion 21 of Farm Lot 31 No.1560, Remainder of Portion 22 of Farm Lot 31 No.1560, Remainder of Portion 23 of Farm Lot 31 No.1560, Remainder of Portion 418 of Farm Lot 31 No.1560, Remainder of Portion 419 of Farm Lot 31 No.1560 and Remainder of Portion 43 of Farm Lot 31 No.1560, Registration Division FU, Province of KwaZulu-Natal. Should any of the aforesaid property descriptions be updated or have been updated by the Surveyor General, the property descriptions as updated shall apply;

1.9 “**ENVIRONMENTAL MANAGEMENT PLAN**” means the environmental management plan (as amended from time to time), a copy of which is available from the offices of the ASSOCIATION.

1.10 “**IZINGA ESTATE MANAGEMENT ASSOCIATION**” means the Umbrella Association with all Estates as its members with the objectives to promote the development and maintenance of all properties within the estate and ensure it and to ensure that all such properties are developed and maintained in such a way as to derive maximum benefit for the whole community of the Estate. To ensure that the external appearance of all buildings within the Estate is in accordance with the high standards and ambiance the Members wish to maintain for the Estate. To promote, advance and protect the interests of members generally and to coordinate with the local authority, provincial government, and all other appropriate authorities for the benefit of the Association and its Members. To represent the interest of its Members and to provide a united voice by which one

Compiled 16 April 2024

Initial

--	--

interest may be expressed generally. To collect levies and other contributions towards the funds of the Association for the attainment of the objectives of the Association or any one of them. To

maintain open spaces, internal roads, and other Common Spaces within the Estate, which the Association may own or otherwise be responsible for and to make and enforce regulations governing the use thereof by Members. To provide security for the public roads and common spaces in the Estate. To regulate the conduct of any person within the Estate and to prevent any nuisance of any nature to any Member. To impose fines and other penalties upon Members disobeying the Memorandum of Incorporation or the Rules made in terms thereof.

1.11 **"LANDSCAPING PHILOSOPHY"** means the landscaping philosophy (as amended from time to time), a copy of which is available from the offices of the ASSOCIATION;

1.12 **"LAYOUT PLAN"** means the plan (as amended from time to time), a copy of which is available from the offices of the ASSOCIATION;

1.13 **"PROPERTY"** means .....

1.14 **"PURCHASER"** means:  
.....  
.....

**ID or Registration Number of Entity**  
.....

1.17 **"SECURITY PROCEDURES"** means the security procedures of the ASSOCIATION (as amended from time to time), a copy of which is available from the offices of the ASSOCIATION.

1.6 **"SELLER"** means:  
.....  
.....  
.....

1.17 **"SUSTAINABILITY PRINCIPLES"** means certain aspects of the One Planet Living Principles, a copy of which is available from the offices of the ASSOCIATION.

1.18 **"TOWN PLANNING SCHEME"** means the Town Planning Scheme (as amended from time to time), applicable to the PROPERTY;

**2. RIGHTS AND OBLIGATIONS IN RESPECT OF OCCUPATION**

2.1 The PURCHASER acknowledges that on the DATE OF POSSESSION the DEVELOPMENT may be incomplete and that he and every person claiming occupation and use through him may suffer inconvenience from construction operations from the noise, dust and other inconveniences resulting therefrom and the PURCHASER shall have no claim whatsoever against the Association by reason of any such inconvenience.

--	--

2.2 From the DATE OF POSSESSION, the PURCHASER:

2.2.1 shall be entitled to use the PROPERTY for residential purposes only and for no other purpose whatsoever, save with the prior written consent of the ASSOCIATION, the local authority and any other competent authority whose permission may be required, first being had and obtained.

2.2.2 acknowledges that the maximum number of persons that shall be entitled to occupy the PROPERTY shall be determined by multiplying the number of bedrooms of any dwelling erected on the PROPERTY by two.

2.2.3 the PURCHASER agrees that it will not be entitled to change the current use of the PROPERTY without *inter alia*, the prior written consent of the ESTATE ASSOCIATION being had and obtained.

### 3. MANAGEMENT ASSOCIATION

3.1 By virtue of the purchase of the PROPERTY by the PURCHASER, the PURCHASER, shall be obliged to become a member of the ASSOCIATION, within the meaning of and subject to the conditions as set out in the ASSOCIATION's Memorandum of Incorporation and undertakes that he and all persons deriving use of the PROPERTY or any part thereof through him will from the DATE OF POSSESSION, duly comply with all obligations imposed upon members under the aforesaid ASSOCIATION's Memorandum of Incorporation. The above is intended merely as a general description of the rights and obligations of a member of the ASSOCIATION, the details of which are more fully dealt with in the Memorandum of Incorporation of the ASSOCIATION. (If there is any conflict with what is set out above and what is contained in the final Memorandum of Incorporation, the latter shall prevail and the PURCHASER shall have no claim against the Association arising out of such conflict).

3.2 The PURCHASER shall be obliged to accept transfer of the PROPERTY, *inter alia* subject to a condition registered against the Title Deed to the PROPERTY to the effect that the PROPERTY or any portion thereof or interest therein shall not be alienated, leased or transferred without the written consent of the ASSOCIATION and the IZINGA ESTATE MANAGEMENT ASSOCIATION, first having been obtained.

3.3 The PURCHASER shall not be entitled to sell or otherwise transfer ownership of the PROPERTY unless it is a suspensive condition of such sale or other transfer that the transferee, in a manner acceptable to the ASSOCIATION, agrees to become a member and is admitted as a member of the ASSOCIATION.

3.4 The PURCHASER acknowledges that the ASSOCIATION is required to become and remain a member of the IZINGA ESTATE MANAGEMENT ASSOCIATION NPC and contribute to its levy fund.

### 4. LEVIES AND OTHER CHARGES

4.1 The PURCHASER accepts liability with effect from the DATE OF POSSESSION for payment of a monthly levy in respect of those items and amounts payable in terms of the Memorandum of Incorporation of the ASSOCIATION.

4.2 In addition to the aforesaid monthly levy, the PURCHASER shall make payment of a contribution to the Levy Stabilisation Fund established in terms of the ASSOCIATION's Memorandum of

Compiled 16 April 2024

Initial

--	--

Incorporation, the amount of which shall be determined by the directors of the ASSOCIATION from time to time.

4.3 In addition, cognisance to be taken, that on transfer of any property, the transferring Owner shall be obliged to make payment of a once off, non-refundable contribution to the Izinga Estate Management Association levy stabilisation fund in an amount equal to 0,5% of the total purchase price (including Value Added Tax) of the Unit in question (in the event of such Unit being disposed of other than by way of a sale and no purchase price being paid in respect of the disposal, then in that event, the contribution payable by the transferor of the Unit shall be an amount equal to 0,5% of the then market value of the Unit as objectively determined by the Association). Such contribution shall be paid before the DATE OF POSSESSION or the DATE OF TRANSFER, (whichever the earlier) to the ASSOCIATION.

4.4 The PURCHASER agrees that he shall have no right to reclaim from the ASSOCIATION any amount lawfully due to and paid to the ASSOCIATION.

4.4 In addition to the payment and contribution to the ASSOCIATION, referred to in 4.1 and 4.2 above, each individual buyer of each individual unit erected on the PROPERTY shall, in perpetuity, be required to make payment of a monthly levy in respect of those items and amounts payable in terms of the Memorandum of Incorporation of the ASSOCIATION and a further contribution to the ASSOCIATION'S Levy Stabilisation Fund.

4.5 It is recorded that in the event of the PURCHASER not having completed the erection of all dwellings on the PROPERTY timeously, as detailed in the title deed, then in that event, the PURCHASER'S levy shall be double that which the PURCHASER would otherwise have paid in respect of the undeveloped dwellings, until such time as all the dwellings have been completed.

## **5 ARCHITECTURAL AND ENVIRONMENTAL CONTROLS**

5.1 In order to maintain high standards within the DEVELOPMENT all owners of Lots within the DEVELOPMENT shall be required to adhere to the BUILDING DESIGN CODE, LANDSCAPING PHILOSOPHY, SECURITY PROCEDURES, ENVIRONMENTAL MANAGEMENT PLAN, DEVELOPERS AND CONTRACTORS PROTOCOL, DEVELOPMENT PLAN and SUSTAINABILITY PRINCIPLES.

5.2 Notwithstanding anything to the contrary herein or elsewhere contained, any dwelling or other structures to be erected on the PROPERTY shall be erected strictly in accordance with building plans which have been submitted to and approved of in writing by the ASSOCIATION and the local or any other competent authority and no work whatsoever shall commence on the PROPERTY until such time as the relevant approvals have been obtained.

## **6. SECURITY**

The PURCHASER agrees to abide by the provisions of the SECURITY PROCEDURES.

## **7. RESALE**

The PURCHASER shall ensure that Annexure "R" hereto, is annexed to any agreement/contract entered into in respect of the future alienation of the PROPERTY or any portion thereof, so that any further transferee of the PROPERTY, or any portion thereof shall be bound by the terms set out in the aforesaid Annexure "R" hereto.

Compiled 16 April 2024

Initial

--	--

**8. Contact Details**

The PURCHASER confirms its contact details are as below and nominates its undermentioned physical address as its domicilium citandi et executandi for all purposes (including, but in no way limited to, the service of any notice that the ESTATE ASSOCIATION may wish to serve upon the PURCHASER including any court process that the ESTATE ASSOCAITION may be required to serve upon the PURCHASER in the event of the ESTATE ASSOCAITION instituting any legal action against the PURCHASER)

Postal Address: .....  
.....

Code: .....

Physical Address: .....  
.....

Code: .....

Telephone No (home)..... (Work) .....

E-mail Address: .....

Signed by the ESTATE ASSOCIATION at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Name of Signatory \_\_\_\_\_

Signature: \_\_\_\_\_

Duly Authorised hereto by a resolution of Directors

AS WITNESS: .....

NAME OF WITNESS: .....

Signed by the PURCHASER at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Name of Signatory \_\_\_\_\_

Signature: \_\_\_\_\_

AS WITNESS: .....

NAME OF WITNESS: .....

--	--