



THE ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC,  
Registration Number: 2012/065761/08

## RESALE POLICY

### 1. Preamble

- A. It is the right of each Member to dispose of his/her property in The Aloes Lifestyle Estate in accordance with the Policies of ALEMA. The Board of Directors must ensure that such rights can be executed with as little disturbance to other Members as possible.
  - B. This policy is formulated in order to curtail any disturbances and to comply with the Memorandum of Incorporation (MOI) of ALEMA, and the Sub Estate's HOA's, Body Corporates, Life right Companies and Care Centre, with in the Aloes.
  - C. Members are obliged in any property transaction of any nature (including leases) to utilize an approved estate agent of ALEMA, who applied and paid for membership unless the member chooses to contract personally without the assistance of an Estate Agent.
  - D. Should the member execute his/her own property transaction, the following conditions shall apply:
    - i. Such a member shall only advertise his/her property under the member's personal name, telephone number and email address.
  - E. Should a member deviate from the requirements of these permissible transactions and in so doing materially compromise the security of residents, the member will be punishable by way of a fine determined by the Directors.
  - F. No Owner information will be given to any Estate Agents, due to the POPI Act. – Challenge with the lists at Security.
  - G. Owners are to request information regarding stands, should they not have this. SG diagram's, contour drawing etc, this will be supplied at a fee, decided by the directors from time to time. Request should be in writing and Levy account will be debited an amount for such service.
- ALEMA HoA may consider an undertaking request from the conveyance attorney provided that it is sent on a formal letter addressed to the ALEMA Directors, detailing the full amount as per clearance figures issued. If authorised, it should be settled in full upon registration of property.

## 2. Policy regarding Clearance Certificate Management

Although it is the right of each Member to use the conveyances of their choice, it is often quicker to use the developer's conveyancer due to their knowledge of the Estate policies.

### RE-SALE – Requirements on a Non-Development Stand: (NDL)

The seller

1. Will need to have all outstanding Levies up to date.
2. 2x months NDL levies to be calculated in advance and listed on Clearance Figures issued
3. Clearance payment (NDL-CDEP) equal to 6months' Non-Developmental Levies, will be charged by the Estate. This is non-refundable.

The Purchaser

1. Will have 6 months to submit plans and take site handover **(NB: Only applies to 1<sup>st</sup> Resale of an NDL ERF)**.
2. Failing which, the Non-Development Levy will be levied from month 7(Seven)
- 3- Acknowledgement of rules signed by buyer must be submitted before clearance certificate will be issued.

### RE-SALE – Requirements on an Incomplete Build Stand: (NCL)

The seller

1. Will need to have all outstanding Levies up to date.
2. 2x months NCL levies to be calculated in advance and listed on Clearance Figures issued
3. Clearance payment (NCL-CDEP) equal to 6months' Non-Completion Levies, will be charged by the Estate. This is non-refundable.

The Purchase

1. Will have 6 months to submit plans and take site handover **(NB: Only applies to 1<sup>st</sup> Resale of an NCL ERF)**.
2. Failing which, the Non-Completion Levy will be levied from month 7(Seven)
- 3- Acknowledgement of rules signed by buyer must be submitted before clearance certificate will be issued.

Both Seller and Purchaser are required to sign an addendum to this at the Estate conveyancer attorneys, Kampherbeek and Pogrunder, which needs to be submitted to the deed's office.

**A. Body Corporates of Sectional Title Schemes @The Aloes**

1. Conveyancer to submit proof of Sale Agreement which is to include the following conditions are registered against the title deed of the property, in terms of which the Purchaser takes title to the property:
2. The purchaser is automatically a member of ALEMA and MATA (Macadamia Home Owner Association)
3. SUBJECT to the following conditions imposed by Decacel Proprietary Limited, Registration number 2010/013763/07 and in favour of and enforceable by ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08:
4. All owners of erven in the township shall furthermore, through acquiring a property in the township, acquire a proportionate share in the liability in the upkeep of the township, the aforementioned owners of property within the township thus being proportionally liable for expenses incurred by the hereunder mentioned ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08 to maintain the township and the erven.
5. In order to take responsibility for the obligations of the owner. The ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08 was registered by the township developer and all owners of erven in the township shall, by virtue of their ownership, become members of this company and shall be subject to the Memorandum of Incorporation of the Company and be liable to comply with any Management and Conduct Rules as from time to time implemented by the Company.
6. The owner of the erf or any subdivision thereof or having any interest therein, or any unit as defined in terms of the Sectional Titles Act shall not be entitled to transfer the erf or any subdivision thereof or any interest therein, or any unit thereon without a clearance certificate issued by the aforesaid ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08 to the effect that all monies due and payable by the said owner to it have been paid and that the owner is materially in compliance with the provisions of the aforesaid Memorandum of Incorporation and/or Conduct Rules issued in terms thereof.
7. *3.15.9.4 The PROPERTY is sold subject to the conditions imposed and enforceable by the original developer or its nominee as contained in the property's title deed. In the event of the sale of a property , a stabilization fund levy for the benefit of ALEMA in terms of which 0,25% (comma two five*

*percent) of the gross purchase price of all full title stands and sectional title units sold, or in the case of exchange or donation or sale of a majority shareholding thereof, 0,25% (comma two five percent) calculated on the market value (as determined by a registered valuator) shall be payable by the purchaser or donee for the benefit of the stabilization fund, which fund shall be utilized for the sole benefit of the members of ALEMA, which benefit shall include and not be limited to the creating a fund with a view to providing the means (or part thereof) of replacing any part of the engineering services in the development area and/or undertaking work of a capital nature in or in connection with the development area.*

8. *3.15.10 In the event of the sale of a property, a the prospective purchaser shall make payment to MATA of a "buy-in levy" calculated at 1% of the gross purchase price of the property with a minimum of R10,000.00, which buy- in levy may be amended from time to time by MATA, and which shall be used solely for the benefit of members of MATA.*
  9. *It is compulsory that every member of MATA is obligated to enter into an Individual Care Availability Agreement with MacCare NPC.*
- ii. Conveyancer to supply signed acknowledgment of receipt of acceptance of rules of ALEMA.
    1. For Juristic persons                   **Annexure 1**
    2. For Trusts                               **Annexure 2**
    3. For Natural Persons                   **Annexure 3**
  - iii. Conveyancer to supply signed acknowledgement of receipt of acceptance of sectional title act and rules pertaining to such scheme.
    1. For Juristic persons                   **Annexure STS1**
    2. For Trusts                               **Annexure STS2**
    3. For Natural Persons                   **Annexure STS3**

**NB: Conveyancer to send a Formal Notice of Registration addressed to ALEMA HoA as soon as registration is done.**

- iv. ALEMA to:
  1. calculate and invoice the 0,25 % Stabilization Levy as per clause 1.1.30 of the ALEMA MOI.
  2. "Should any outstanding fees be due, Seller or Estate thereof to settle."
  3. invoice two months advanced Levies
  4. invoice Clearance Certificate administration levy, the amount to be agreed with the HOA, from time to time.
  5. issue customer statement of account to Conveyancer inclusive of two months advance.
- v. Sectional title scheme to:

1. "Should any outstanding fees be due, Seller or Estate thereof to settle."
  2. invoice two months advanced Levies
  3. invoice Clearance Certificate administration levy, the amount to be agreed with the HOA, from time to time.
  4. issue customer statement of account to Conveyancer inclusive of two months advance.
- vi. Macadamia Care Centre
1. "Should any outstanding fees be due, Seller or Estate thereof to settle."
  2. invoice Clearance Certificate administration levy, the amount to be agreed with the HOA, from time to time.
  3. issue customer statement of account to Conveyancer of account settlement.
- vii. On receipt of full outstanding balance to ALEMA, the Sectional Title scheme and the Care Centre, all three shall issue Clearance certificates Valid for 60 days from date of Issue.

**B. MaLife Bainseii Life Right Company @The Aloes**

**C. MATA@The Aloes (Macadamia HOA)**

- i. Conveyancer to submit proof of Sale Agreement which is to include the following conditions are registered against the title deed of the property, in terms of which the Purchaser takes title to the property:
  - a. SUBJECT to the following conditions imposed by Decacel Proprietary Limited, Registration number 2010/013763/07 and in favour of and enforceable by ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08:
  - b. All owners of erven in the township shall furthermore, through acquiring a property in the township, acquire a proportionate share in the liability in the upkeep of the township, the aforementioned owners of property within the township thus being proportionally liable for expenses incurred by the hereunder mentioned ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08 to maintain the township and the erven.
  - c. In order to take responsibility for the obligations of the owner. The ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08 was registered by the township developer and all owners of erven in the township shall, by virtue of their ownership, become members of this

company and shall be subject to the Memorandum of Incorporation of the Company and be liable to comply with any Management and Conduct Rules as from time to time implemented by the Company.

- d. The owner of the erf or any subdivision thereof or having any interest therein, or any unit as defined in terms of the Sectional Titles Act shall not be entitled to transfer the erf or any subdivision thereof or any interest therein, or any unit thereon without a clearance certificate issued by the aforesaid ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08 to the effect that all monies due and payable by the said owner to it have been paid and that the owner is materially in compliance with the provisions of the aforesaid Memorandum of Incorporation and/or Conduct Rules issued in terms thereof.
- e. *3.15.9.4 The PROPERTY is sold subject to the conditions imposed and enforceable by the original developer or its nominee as contained in the property's title deed. In the event of the sale of a property, a stabilization fund levy for the benefit of ALEMA in terms of which 0,25% (comma two five percent) of the gross purchase price of all full title stands and sectional title units sold, or in the case of exchange or donation or sale of a majority shareholding thereof, 0,25% (comma two five percent) calculated on the market value (as determined by a registered valuator) shall be payable by the purchaser or donee for the benefit of the stabilization fund, which fund shall be utilized for the sole benefit of the members of ALEMA, which benefit shall include and not be limited to the creating a fund with a view to providing the means (or part thereof) of replacing any part of the engineering services in the development area and/or undertaking work of a capital nature in or in connection with the development area.*
- f. As per sales agreement with the developer Decacel (PTY) LTD, the property owner shall have 5 years from 1<sup>st</sup> date of registration, to complete the dwelling and obtain a municipal occupation certificate, which must be lodged with the ALEMA office, within the given period. Failure to comply herewith will result in a fine of 15 % of the original purchase price, divisible by twelve and payable monthly, in advance, until submission of the Municipal Occupation Certificate to ALEMA.

- g. Should the 5 years, have expired, a deposit equal to six months fines, referred above, shall be liable to be held as a clearance deposit(CDEP). The Purchaser will have a 6month grace period to commence with building, based on their registration date. However, should the deadline be missed, The Purchaser will be liable for above mentioned fine from month seven.
- 2. The purchaser is automatically a member MATA (Macadamia Home-Owner Association)
- 3. *3.15.10 In the event of the sale of a property , a the prospective purchaser shall make payment to MATA of a "buy-in levy" calculated at 1% of the gross purchase price of the property with a minimum of R10,000.00, which buy- in levy may be amended from time to time by MATA, and which shall be used solely for the benefit of members of MATA.*
- 4. *It is compulsory that every member of MATA is obligated to enter into an Individual Care Availability Agreement with MacCare NPC.*
- ii. Conveyancer to supply signed acknowledgment of receipt of acceptance of rules of ALEMA rules.
  - a. For Juristic persons                   **Annexure 1**
  - b. For Trusts                                   **Annexure 2**
  - c. For Natural Persons                   **Annexure 3**
- iii. Conveyancer to supply signed acknowledgement of MATA.
  - 1. For Juristic persons                   **Annexure M1**
  - 2. For Trusts                                   **Annexure M2**
  - 3. For Natural Persons                   **Annexure M3**

**NB: Conveyancer to send a Formal Notice of Registration addressed to ALEMA HOA as soon as registration is done.**

- iv. ALEMA to:
  - 1. calculate and invoice the 0,25 % Stabilization Levy as per clause 1.1.30 of the ALEMA MOI.
  - 2. "Should any outstanding fees be due, Seller or Estate thereof to settle."
  - 3. invoice two months advanced Levies
  - 4. invoice Clearance Certificate administration levy, the amount to be agreed with the HOA, from time to time.
  - 5. issue customer statement of account to Conveyancer inclusive of two months advance.
- ii. MATA to:
  - 1. "Should any outstanding fees be due, Seller or Estate thereof to settle."
  - 2. invoice two months advanced Levies
  - 3. invoice Clearance Certificate administration levy, the amount to be agreed with the HOA, from time to time.

4. issue customer statement of account to Conveyancer inclusive of two months advance.
- iii. Macadamia Care Centre to:
  1. "Should any outstanding fees be due, Seller or Estate thereof to settle."
  2. invoice Clearance Certificate administration levy, the amount to be agreed with the HOA, from time to time.
  3. issue customer statement of account to Conveyancer of account settlement.
- iv. On receipt of full outstanding balance to ALEMA, MATA and the Care Centre, all three shall issue Clearance certificates Valid for 60 days from date of Issue.

**D. The Ridge Homeowners Association @The Aloes**

- v. Conveyancer to submit proof of Sale Agreement which is to include the following conditions are registered against the title deed of the property, in terms of which the Purchaser takes title to the property:
  - a. SUBJECT to the following conditions imposed by Decacel Proprietary Limited, Registration number 2010/013763/07 and in favour of and enforceable by ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08:
  - b. All owners of erven in the township shall furthermore, through acquiring a property in the township, acquire a proportionate share in the liability in the upkeep of the township, the aforementioned owners of property within the township thus being proportionally liable for expenses incurred by the hereunder mentioned ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08 to maintain the township and the erven.
  - c. In order to take responsibility for the obligations of the owner. The ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08 was registered by the township developer and all owners of erven in the township shall, by virtue of their ownership, become members of this company and shall be subject to the Memorandum of Incorporation of the Company and be liable to comply with any Management and Conduct Rules as from time to time implemented by the Company.
  - d. The owner of the erf or any subdivision thereof or having any interest therein, or any unit as defined in terms of the Sectional Titles Act shall not be entitled to transfer the erf or any subdivision thereof or any interest therein, or any unit thereon without a clearance

certificate issued by the aforesaid ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08 to the effect that all monies due and payable by the said owner to it have been paid and that the owner is materially in compliance with the provisions of the aforesaid Memorandum of Incorporation and/or Conduct Rules issued in terms thereof.

- e. 3.15.9.4 *The PROPERTY is sold subject to the conditions imposed and enforceable by the original developer or its nominee as contained in the property's title deed. In the event of the sale of a property, a stabilization fund levy for the benefit of ALEMA in terms of which 0,25% (comma two five percent) of the gross purchase price of all full title stands and sectional title units sold, or in the case of exchange or donation or sale of a majority shareholding thereof, 0,25% (comma two five percent) calculated on the market value (as determined by a registered valuator) shall be payable by the purchaser or donee for the benefit of the stabilization fund, which fund shall be utilized for the sole benefit of the members of ALEMA, which benefit shall include and not be limited to the creating a fund with a view to providing the means (or part thereof) of replacing any part of the engineering services in the development area and/or undertaking work of a capital nature in or in connection with the development area.*
- f. As per sales agreement with the developer Decacel (PTY) LTD, the property owner shall have 7 years from 1<sup>st</sup> date of registration, to complete the dwelling and obtain a municipal occupation certificate, which must be lodged with the ALEMA office, within the given period. Failure to comply herewith will result in a fine of 15 % of the original purchase price, divisible by twelve and payable monthly, in advance, until submission of the Municipal Occupation Certificate to ALEMA.
- g. Should the 7 years, have expired, a deposit equal to six months fines, referred above, shall be liable to be held as a clearance deposit (CDEP). The Purchaser will be given 6 months grace period to commence with building, based on their registration date. However, should the deadline be missed, The Purchaser will be liable for above mentioned fine from month 7 (seven).

2. The purchaser is automatically a member of The Ridge Home Owners Association.
- vi. Conveyancer to supply signed acknowledgment of receipt of acceptance of rules of ALEMA rules.
  1. For Juristic persons           **Annexure 1**
  2. For Trusts                       **Annexure 2**
  3. For Natural Persons           **Annexure 3**
- vii. Conveyancer to supply signed acknowledgement of The Ridge rules.
  1. For Juristic persons           **Annexure R1**
  2. For Trusts                       **Annexure R2**
  3. For Natural Persons           **Annexure R3**

**NB: Conveyancer to send a Formal Notice of Registration addressed to ALEMA HoA as soon as registration is done.**

- viii. ALEMA to:
  1. calculate and invoice the 0,25 % Stabilization Levy as per clause 1.1.30 of the ALEMA MOI.
  2. "Should any outstanding fees be due, Seller or Estate thereof to settle."
  3. invoice two months advanced Levies
  4. invoice Clearance Certificate administration levy, the amount to be agreed with the HOA, from time to time.
  5. Calculate Non-Development Levy/non-completion levy penalties 2 months in advance
  6. calculate Non-Development Levy/Non-Completion Levy clearance deposit (CDEP=6months of fines).
  7. invoice two months advanced Builder admin levies (If applicable).
  8. issue customer statement of account to Conveyancer inclusive of two months advance.
- ii. The Ridge HOA to:
  1. "Should any outstanding fees be due, Seller or Estate thereof to settle."
  2. invoice two months advanced Levies
  3. invoice Clearance Certificate administration levy, the amount to be agreed with the HOA, from time to time.
  4. issue customer statement of account to Conveyancer inclusive of two months advance.
- iii. On receipt of full outstanding balance to ALEMA, The Ridge HOA, they shall issue Clearance certificates Valid for 60 days from date of Issue.

**E. Panorama East Homeowners Association at The Aloes**

- i. Conveyancer to submit proof of Sale Agreement which is to include the following conditions are registered against the title deed of the

property, in terms of which the Purchaser takes title to the property:

- a. SUBJECT to the following conditions imposed by Decacel Proprietary Limited, Registration number 2010/013763/07 and in favour of and enforceable by ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08:
- b. All owners of erven in the township shall furthermore, through acquiring a property in the township, acquire a proportionate share in the liability in the upkeep of the township, the aforementioned owners of property within the township thus being proportionally liable for expenses incurred by the hereunder mentioned ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08 to maintain the township and the erven.
- c. In order to take responsibility for the obligations of the owner. The ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08 was registered by the township developer and all owners of erven in the township shall, by virtue of their ownership, become members of this company and shall be subject to the Memorandum of Incorporation of the Company and be liable to comply with any Management and Conduct Rules as from time to time implemented by the Company.
- d. The owner of the erf or any subdivision thereof or having any interest therein, or any unit as defined in terms of the Sectional Titles Act shall not be entitled to transfer the erf or any subdivision thereof or any interest therein, or any unit thereon without a clearance certificate issued by the aforesaid ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08 to the effect that all monies due and payable by the said owner to it have been paid and that the owner is materially in compliance with the provisions of the aforesaid Memorandum of Incorporation and/or Conduct Rules issued in terms thereof.
- e. 3.15.9.4 *The PROPERTY is sold subject to the conditions imposed and enforceable by the original developer or its nominee as contained in the property's title deed. In the event of the sale of a property , a stabilization fund levy for the benefit of ALEMA in terms of which 0,25% (comma two five percent) of the gross purchase price of all full title stands and sectional title units sold, or in the case of exchange or*

*donation or sale of a majority shareholding thereof, 0,25% (comma two five percent) calculated on the market value (as determined by a registered valuator) shall be payable by the purchaser or donee for the benefit of the stabilization fund, which fund shall be utilized for the sole benefit of the members of ALEMA, which benefit shall include and not be limited to the creating a fund with a view to providing the means (or part thereof) of replacing any part of the engineering services in the development area and/or undertaking work of a capital nature in or in connection with the development area.*

- f. As per sales agreement with the developer Decacel (PTY) LTD, the property owner shall have 5 years from 1<sup>st</sup> date of registration, to complete the dwelling and obtain a municipal occupation certificate, which must be lodged with the ALEMA office, within the given period. Failure to comply herewith will result in a fine of 15 % of the original purchase price, divisible by twelve and payable monthly, in advance, until submission of the Municipal Occupation Certificate to ALEMA.
  - f. Should the 5 years, have expired, a deposit equal to six months fines, referred above, shall be liable to be held as a clearance deposit (CDEP), The Purchaser will have a 6month grace period to commence building, based on their registration date. However, should the deadline be missed, The Purchaser will be liable for above mentioned fine from month seven.
2. The purchaser is automatically a member of Panorama East Homeowners Association.
- ii. Conveyancer to supply signed acknowledgment of receipt of acceptance of rules of ALEMA rules.
    - 1. For Juristic persons                   **Annexure 1**
    - 2. For Trusts                               **Annexure 2**
    - 3. For Natural Persons                   **Annexure 3**
  - iii. Conveyancer to supply signed acknowledgement of Panorama East Rules.
    - 1. For Juristic persons                   **Annexure PE1**
    - 2. For Trusts                               **Annexure PE2**
    - 3. For Natural Persons                   **Annexure PE3**

**NB: Conveyancer to send a Formal Notice of Registration addressed to ALEMA HOA as soon as registration is done.**

- iv. ALEMA to:

1. calculate and invoice the 0,25 % Stabilization Levy as per clause 1.1.30 of the ALEMA MOI.
  2. "Should any outstanding fees be due, Seller or Estate thereof to settle."
  3. invoice two months advanced Levies.
  4. Calculate Non-Development Levy/Non-Completion levy penalties 2 months in advance
  5. Calculate Non-Development Levy/Non-Completion Levy clearance deposit (CDEP=6months of fines).
  6. invoice two months advanced Builder admin levies (If applicable).
  7. invoice Clearance Certificate administration levy, the amount to be agreed with the HOA, from time to time.
  8. issue customer statement of account to Conveyancer inclusive of two months advance.
- ii. Panorama East HOA to:
1. "Should any outstanding fees be due, Seller or Estate thereof to settle."
  2. invoice two months advanced Levies
  3. invoice Clearance Certificate administration levy, the amount to be agreed with the HOA, from time to time.
  4. issue customer statement of account to Conveyancer inclusive of two months advance.
- iii. On receipt of full outstanding balance to ALEMA, Panorama East HOA, they shall issue Clearance certificates Valid for 60 days from date of Issue.

**F. Panorama West Home-Owners Association at The Aloes**

- v. Conveyancer to submit proof of Sale Agreement which is to include the following conditions are registered against the title deed of the property, in terms of which the Purchaser takes title to the property:
- a. SUBJECT to the following conditions imposed by Decacel Proprietary Limited, Registration number 2010/013763/07 and in favour of and enforceable by ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08:
  - b. All owners of erven in the township shall furthermore, through acquiring a property in the township, acquire a proportionate share in the liability in the upkeep of the township, the aforementioned owners of property within the township thus being proportionally liable for expenses incurred by the hereunder mentioned ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08 to maintain the township and the erven.

- c. In order to take responsibility for the obligations of the owner. The ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08 was registered by the township developer and all owners of erven in the township shall, by virtue of their ownership, become members of this company and shall be subject to the Memorandum of Incorporation of the Company and be liable to comply with any Management and Conduct Rules as from time to time implemented by the Company.
- d. The owner of the erf or any subdivision thereof or having any interest therein, or any unit as defined in terms of the Sectional Titles Act shall not be entitled to transfer the erf or any subdivision thereof or any interest therein, or any unit thereon without a clearance certificate issued by the aforesaid ALOES LIFESTYLE ESTATE MANAGEMENT ASSOCIATION NPC, Registration Number: 2012/065761/08 to the effect that all monies due and payable by the said owner to it have been paid and that the owner is materially in compliance with the provisions of the aforesaid Memorandum of Incorporation and/or Conduct Rules issued in terms thereof.
- e. *3.15.9.4 The PROPERTY is sold subject to the conditions imposed and enforceable by the original developer or its nominee as contained in the property's title deed. In the event of the sale of a property , a stabilization fund levy for the benefit of ALEMA in terms of which 0,25% (comma two five percent) of the gross purchase price of all full title stands and sectional title units sold, or in the case of exchange or donation or sale of a majority shareholding thereof, 0,25% (comma two five percent) calculated on the market value (as determined by a registered valuator) shall be payable by the purchaser or donee for the benefit of the stabilization fund, which fund shall be utilized for the sole benefit of the members of ALEMA, which benefit shall include and not be limited to the creating a fund with a view to providing the means (or part thereof) of replacing any part of the engineering services in the development area and/or undertaking work of a capital nature in or in connection with the development area.*
- f. As per sales agreement with the developer Decacel (PTY) LTD, the property owner shall have 3 years and 9 months to complete the dwelling and obtain a municipal occupation certificate, which must be lodged with the

ALEMA office, within the given period. Failure to comply herewith will result in a fine of 15 % of the original purchase price, divided by twelve and payable monthly, in advance, until submission of the Municipal Occupation Certificate to ALEMA.

- g. Should the 3 years and 9 months have expired, six months fine(CDEP), referred above, shall be liable to be held as a deposit. The Purchaser will be given 6 months grace to commence building, based on their registration date. However, should the deadline be missed, The Purchaser will be liable for above mentioned fine from month seven.
2. The purchaser is automatically a member of Panorama West Home Owners Association.
- vi. Conveyancer to supply signed acknowledgment of receipt of acceptance of rules of ALEMA rules.
  1. For Juristic persons **Annexure 1**
  2. For Trusts **Annexure 2**
  3. For Natural Persons **Annexure 3**
- vii. Conveyancer to supply signed acknowledgement of Panorama West Rules.
  1. For Juristic persons **Annexure PW1**
  2. For Trusts **Annexure PW2**
  3. For Natural Persons **Annexure PW3**
- viii. Conveyancer to supply signed agreement regarding Non-Development Levy, from Seller and Purchaser.
  1. For Seller
    - i. For Juristic persons **Annexure PW4**
    - ii. For Trusts **Annexure PW5**
    - iii. For Natural Persons **Annexure PW6**
  2. For Buyer
    - i. For Juristic persons **Annexure PW7**
    - ii. For Trusts **Annexure PW8**
    - iii. For Natural Persons **Annexure PW9**

**NB: Conveyancer to send a Formal Notice of Registration addressed to ALEMA HoA as soon as registration is done.**

- ix. ALEMA to:
  1. calculate and invoice the 0,25 % Stabilization Levy as per clause 1.1.30 of the ALEMA MOI.
  2. Calculate and invoice NDL/NCL deposit Levy, 15 % of the original purchase price, multiplied by six.
  3. "Should any outstanding fees be due, Seller or Estate thereof to settle."
  4. invoice two months advanced Levies
  5. Calculate Non-Development Levy/Non-Completion levy penalties 2 months in advance

6. calculate Non-Development Levy/Non-Completion Levy clearance deposit (CDEP=6months of fines).
  7. Invoice two months advanced Builder admin levies (If applicable).
  8. invoice Clearance Certificate administration levy, the amount to be agreed with the HOA, from time to time.
  9. issue customer statement of account to Conveyancer inclusive of two months advance.
- ii. Panorama East HOA to:
    1. "Should any outstanding fees be due, Seller or Estate thereof to settle."
    2. invoice two months advanced Levies
    3. invoice Clearance Certificate administration levy, the amount to be agreed with the HOA, from time to time.
    4. issue customer statement of account to Conveyancer inclusive of two months advance.
  - iii. On receipt of full outstanding balance to ALEMA, Panorama East HOA, they shall issue Clearance certificates Valid for 60 days from date of Issue.