

*THE* \_\_\_\_\_  
*MIX*  
WATERFALL

**SALE AGREEMENT**

**ATTACQ THE MIX PROPRIETARY LIMITED**

Registration No: 2021/600182/07

(the "**Seller**")

and

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(the "**Purchaser**")

**INDEX**

1    **DEFINITIONS**..... 6

2    **INTRODUCTION**..... 8

3    **CONDITIONS PRECEDENT**..... 8

4    **SALE OF RIGHT** ..... 9

5    **EXCLUSIVE USE AREAS** ..... 10

6    **PAYMENT OF THE PURCHASE PRICE**..... 10

7    **COMPLETION AND OCCUPATION** ..... 11

8    **SPECIFICATION & INTERIOR PACKAGE AND OPTIONAL EXTRAS** ..... 12

9    **BOND**..... 13

10    **TERMS APPLICABLE PRIOR TO LEASE REGISTRATION** ..... 13

11    **LEASE REGISTRATION** ..... 14

12    **TERMS APPLICABLE AFTER LEASE REGISTRATION** ..... 15

13    **CONSTRUCTION OF THE UNIT** ..... 16

14    **RESIDENTS ASSOCIATION** ..... 17

15    **PURCHASER'S ACKNOWLEDGMENT** ..... 18

16    **SPECIFICATIONS** ..... 18

17    **COMPANY, CLOSE CORPORATION OR TRUST**..... 18

18    **CONSUMER PROTECTION ACT** ..... 19

19    **PROCESSING OF PERSONAL INFORMATION**..... 20

20    **GENERAL WARRANTIES** ..... 21

21    **AGENT** ..... 21

22    **BREACH** ..... 22

23    **ARBITRATION**..... 22

24    **GOVERNING LAW AND JURISDICTION**..... 22

25    **STIPULATIO ALTERI** ..... 23

26    **JOINT AND SEVERAL LIABILITY** ..... 23

27    **DOMICILIUM**..... 23

28    **GENERAL** ..... 24

29    **ENTIRE AGREEMENT** ..... 24

30    **COUNTER-PARTS**..... 24

31    **INDULGENCES** ..... 25

**ANNEXURES**

- 1. **Annexure "1"**    Lease Agreement
- 2. **Annexure "2"**    Site Plan
- 3. **Annexure "3"**    Floor Plan
- 4. **Annexure "4"**    Specifications
- 5. **Annexure "5"**    Interior Package and Optional Extras

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**INITIALS**

**SUMMARY SCHEDULE**

**1 PARTICULARS OF SELLER**

- 1.1 Name: Attacq The Mix Proprietary Limited, Registration Number 2021/600182/07
- 1.2 Business address: ATT House, 2nd floor, Maxwell Office Park, 37 Magwa Crescent, Waterfall City, 2090
- 1.3 Postal address: As above
- 1.4 Telephone number: 010 549 1050
- 1.5 Email address: legalnotices@attacq.co.za

**2 PARTICULARS OF LAND OWNER**

- 2.1 Name: Waterfall CBD Residential WUQF Proprietary Limited, Registration Number 2012/060974/07 (or its predecessors in title)
- 2.2 Business address: Waterfall House (formerly Ad Outpost Building), Woodmead North Office Park, 54 Maxwell Drive, Jukskei View, Sandton, 2191
- 2.3 Postal address: As above
- 2.4 Telephone number: 011 253 9222
- 2.5 Email address: nadia@waterfall.co.za

**3 PARTICULARS OF PURCHASER**

- 3.1 Full names/name of purchasing entity: \_\_\_\_\_
- 3.2 Identity number/registration number: \_\_\_\_\_
- 3.3 Marital status (if applicable): \_\_\_\_\_
- 3.4 Residential address/registered address: \_\_\_\_\_
- 3.5 Business address: \_\_\_\_\_
- 3.6 Postal address: \_\_\_\_\_
- 3.7 Telephone number: \_\_\_\_\_
- 3.8 Email address: \_\_\_\_\_
- 3.9 Income Tax number/provisional tax number and VAT number: \_\_\_\_\_

**INITIALS**

**4 PARTICULARS OF JOINT PURCHASER \* (IF APPLICABLE)**

- 4.1 Full names/name of purchasing entity: \_\_\_\_\_
- 4.2 Identity number/registration number: \_\_\_\_\_
- 4.3 Marital status (if applicable): \_\_\_\_\_
- 4.4 Residential address: \_\_\_\_\_
- 4.5 Business address: \_\_\_\_\_
- 4.6 Postal address: \_\_\_\_\_
- 4.7 Telephone number: \_\_\_\_\_
- 4.8 Email address: \_\_\_\_\_
- 4.9 Income Tax number/provisional tax number and VAT number: \_\_\_\_\_

**5 THE UNIT**

- 5.1 Unit: means a unit consisting of -
  - (a) section \_\_\_\_\_ in the scheme known as The Mix in respect of the land and building or buildings situated at JUKSKEI VIEW EXTENSION 86 TOWNSHIP, LOCAL AUTHORITY: CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY, of which section the floor area, according to the said sectional plan is \_\_\_\_\_ square meters in extent; and
  - b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan

5.2 Number of Parking Bays to be allocated: \_\_\_\_\_ bay(s)

5.3 Estimated size of the Covered Balcony: \_\_\_\_\_ square meters

5.4 Estimated size of the Garden: \_\_\_\_\_ square meters

5.5 Estimated size of the Covered Patio: \_\_\_\_\_ square meters

**6 PURCHASE PRICE**

6.1 Unit and the Exclusive Use Areas listed in 5.2, 5.3, 5.4 and 5.5 of the Summary Schedule (to the extent applicable): R\_\_\_\_\_

6.2 Interior Package and Optional Extras Price (Annexure "5"): R\_\_\_\_\_ \*(if applicable)

6.3 Total Purchase Price: R\_\_\_\_\_ inclusive of VAT

**7 PAYMENT OF PURCHASE PRICE**

7.1 Initial Deposit: R\_\_\_\_\_

Paid

or payable on \_\_\_\_\_

7.2 Final Deposit:

7.2.1 Final Deposit - Cash Deal: R\_\_\_\_\_ (minimum of 25% of the Total Purchase Price)

7.2.2 Final Deposit - Mortgage Bond: R\_\_\_\_\_ (minimum of 10% of the Total Purchase Price)

7.2.3 Payable on: \_\_\_\_\_

7.3 Balance of the Purchase Price: R\_\_\_\_\_

7.4 Amount of loan required: R\_\_\_\_\_ \*(if applicable)

7.5 Date on which bond is to be granted: within 30 (thirty) days of the Signature Date \*(if applicable)

Parties to initial here

**INITIALS**

8 **FINANCES**

8.1 Estimated rates & taxes: R \_\_\_\_\_

8.2 Estimated Levy: R \_\_\_\_\_ per square metre

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9 **OCCUPATION**

9.1 Anticipated Occupation Date: 1 November 2023

9.2 Occupational Rental: a monthly amount equal to 8% (per annum) of the Total Purchase Price divided by 12 (twelve) months

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10 **LAND**

10.1 Property: Portion 1 of Erf 4261 Jukskei View Extension 86 Township, Registration Division I.R., Province of Gauteng on which the sectional title scheme known as 'The Mix' will be opened or has been opened

11 **AGENT**

11.1 Agent: Adrienne Hersch Properties Proprietary Limited

11.2 Telephone number: 011 728 7013/082 578 1514

11.3 Email address: candice.andrews@kwsa.co.za

11.4 Trust Account Details: Adrienne Hersch Properties  
Bank: ABSA  
Branch: Universal  
Branch code: 632005  
Account number: 4050987593  
Ref: [unit number The Mix][Purchaser's name]

12 **CONVEYANCERS**

12.1 Name: Cliffe Dekker Hofmeyr Incorporated

**INITIALS**

12.2 Telephone number: 011 562 1302 – Danica Lockhart

12.3 Email address: danica.lockhart@cdhlegal.com  
john.webber@cdhlegal.com

12.4 Trust Account Details: Account Name: Cliffe Dekker Hofmeyr Inc  
ABSA Bank Limited  
Branch Code 632 005,  
Account Number 0105-045-1484  
Ref: [unit number The Mix][Purchaser's name]

**INITIALS**

1 **DEFINITIONS**

In this Agreement unless inconsistent with or otherwise indicated by the context or as set out in the Summary Schedule (as defined below) the following words and expressions shall have the meanings assigned to them hereunder –

- 1.1 **"Act"** means the Sectional Titles Act 95 of 1986 as amended and/or superseded from time to time and including any regulations thereto;
- 1.2 **"Agreement"** means the sale agreement contained herein;
- 1.3 **"Anticipated Occupation Date"** means the date indicated in item 9.1 of the Summary Schedule;
- 1.4 **"Attacq The Mix"** means Attacq The Mix Proprietary Limited, Registration Number 2021/600182/07;
- 1.5 **"Conditions Precedent"** means the suspensive conditions set out in clause 3 (if any);
- 1.6 **"Conduct Rules"** means the rules prescribed by the Residents Association which regulate the management of and conduct within the Scheme;
- 1.7 **"Conveyancers"** means the conveyancers more fully described in item 12 of the Summary Schedule;
- 1.8 **"CPA"** means the Consumer Protection Act 68 of 2008 as amended and/or superseded from time to time and including any regulations thereto;
- 1.9 **"Exclusive Use Areas"** means the areas the exclusive use areas more fully described in items 5.2, 5.3, 5.4 and 5.5 of the Summary Schedule (to the extent applicable) together with the exclusive use areas more fully described in **Annexure "6"** (to the extent applicable);
- 1.10 **"Lease Agreement"** means a lease agreement incorporating the Standard Terms and Conditions to be concluded between the land owner and the Purchaser, a draft of which is attached hereto marked **Annexure "1"**;



- 1.11 **"Main Lease Agreement"** means the notarial lease agreement(s) in terms of which, *inter alia*, the Seller leases the land on which the Scheme is to be developed from the land owner;
- 1.12 **"Occupation Date"** means the date indicated in item 9.1 of the Summary Schedule as may be adjusted in terms of clause 7.3 of this Agreement;
- 1.13 **"Parties"** means the Seller and the Purchaser and "**Party**" shall refer to any one of them as the context may indicate;
- 1.14 **"Registration"** means the registration of the Lease Agreement in the office of the Registrar of Deeds;
- 1.15 **"Residents Association"** means The Mix Residents Association, an association of persons;
- 1.16 **"Scheme"** means the sectional title scheme known as '*The Mix*' developed or to be developed on the Property, as described in the Summary Schedule;
- 1.17 **"Six Major Banks"** Absa Bank Limited, First National Bank Limited, Nedbank Limited, Standard Bank Limited, Investec Bank Limited and SA Home Loans;
- 1.18 **"Site Plan"** means the plan attached hereto marked **Annexure"2"**;
- 1.19 **"Signature Date"** means the date on which the Purchaser signs this Agreement;
- 1.20 **"Specifications"** means the specifications attached hereto marked **Annexure "4"**;
- 1.21 **"Standard Terms and Conditions"** means the Standard Terms and Conditions incorporated into the Lease Agreement;
- 1.22 **"Interior Package and Optional Extras"** means the Interior Package and Optional Extras attached hereto marked **Annexure "5"**; and
- 1.23 **"VAT"** means value-added tax as defined in the Value Added Tax Act No. 89 of 1991, as amended and/or superseded from time to time and including any regulations thereto.

## 2 INTRODUCTION

- 2.1 The Seller is the beneficial holder all of the rights, title and interest in and to the Main Lease Agreement and therefore is or will, prior to Registration, become the notarial lessee of the Property in terms of the Main Lease Agreement to be concluded with the land owner (as the notarial lessor).
- 2.2 In terms of the Main Lease Agreement, the Seller has the right to develop the Scheme for its own account on the land owner's land.
- 2.3 The land owner has agreed that once the Seller has constructed the Unit and the Exclusive Use Areas, the Seller will, subject to certain terms and conditions, be entitled to –
- 2.3.1 call on the land owner to release the Unit and the relevant Exclusive Use Areas from the Main Lease Agreement and conclude a 99 (ninety nine) year lease directly with the Purchaser in respect of the Unit and the relevant Exclusive Use Areas, being the Lease Agreement; and
- 2.3.2 receive payment of the Purchase Price from the Purchaser in settlement of the development costs of the Unit and the Exclusive Use Areas, including (but not limited to) the costs of construction and the rental pre-paid by the Seller to the land owner on the Purchaser's behalf for the period of the Lease Agreement.
- 2.4 The Purchaser hereby undertakes that it shall, without delay, conclude the Lease Agreement and execute and/or provide any documents which may be required for Registration.
- 2.5 The Lease Agreement shall be registered against the land owner's title deed for the Unit in the office of the Registrar of Deeds, Pretoria.
- 2.6 At the end of the 99 (ninety nine) year lease period contained in the Lease Agreement, the Purchaser shall be entitled to extend the term of the Lease Agreement for a further 99 (ninety nine) year period, against payment to the land owner of an amount equivalent to 3,5% (three comma five) percent plus VAT of the then fair market value of the Unit and the relevant Exclusive Use Areas, as determined in terms of the provisions of the Lease Agreement.

## 3 CONDITIONS PRECEDENT

- 3.1 Save for clauses 1 to 3, all of which will become effective immediately, this Agreement is subject to the fulfilment of the following Conditions Precedent –
- 3.1.1 within **30 (thirty) days of the Signature Date**, the Purchaser shall either –
- 3.1.1.1 be granted a loan in writing from 1 (one) of the Six Major Banks in an amount of not less than the Balance of the Purchase Price (upon security of a first mortgage bond to be passed over the Purchaser's right, title and interest in and to the Lease Agreement); or
- 3.1.1.2 be granted a loan in writing from 1 (one) of the Six Major Banks of an amount of less than the Balance of the Purchase Price (upon security of a first mortgage bond to be passed over the

Purchaser's right, title and interest in and to the Lease Agreement) and shall pay an amount equal to the Balance of the Purchase Price less the loan amount to the Conveyancers;

- 3.1.2 by no later than **31 March 2022**, the Seller shall obtain the written consent of the land owner, as required pursuant to the Main Lease Agreement, to the Seller's entry into and performance of this Agreement. The Seller will have the right in its sole and absolute discretion to extend such period by an additional 90 (ninety) days without notice to the Purchaser on or prior to the expiry of such period; and
- 3.1.3 by not later than **31 March 2022**, the Seller determines the viability of the Scheme and elects to proceed with the development thereof, in its sole and absolute discretion, subject to *inter alia* the response by the public to the marketing campaign to be conducted by the Seller in respect thereof, the level of pre-sales achieved and the Seller obtaining finance from a bank or recognised financial institution for the development of the Scheme, on terms that are acceptable to the Seller. The Seller shall at any time have the right to waive this condition, which is included herein for the benefit of the Seller. The Seller will have the right in its sole and absolute discretion to extend such period by an additional 90 (ninety) days without notice to the Purchaser on or prior to the expiry of such period.
- 3.2 Unless the Conditions Precedent have been fulfilled or waived by not later than the relevant date for fulfilment thereof set out above (or such extended period as may be determined by the Seller and written notice of which shall be given to the Purchaser, notwithstanding anything to the contrary contained in this Agreement), this Agreement will automatically lapse and will be of no further force or effect, provided that the Parties will use their respective reasonable endeavours to restore the *status ante quo* and neither of the Parties will have any claim against the other in terms hereof or arising from the failure to fulfil the Conditions Precedent. It is specifically recorded that in such event, the Seller will, within a reasonable period time after the Agreement has lapsed, refund the Purchaser all amounts which the Purchaser has paid to the Conveyancers pursuant to this Agreement.
- 3.3 Notwithstanding anything to the contrary contained herein, this Agreement shall not be subject to –
  - 3.3.1 the Condition Precedent described in clause 3.1.1 and the provisions of clause 9 if the transaction contemplated herein is a cash deal (that being a transaction which the required loan amount in item 7.4 of the Summary Schedule is not completed or is stated to be zero); and/or
  - 3.3.2 the Condition Precedent described in clauses 3.1.2 if the Signature Date occurs after the date on which that Condition Precedent is fulfilled; and/or
  - 3.3.3 the Condition Precedent described in clauses 3.1.3 if the Signature Date occurs after the date on which that Condition Precedent is fulfilled.

#### 4 SALE OF RIGHT

- 4.1 The Seller hereby sells to the Purchaser the Seller's undertaking to procure that the Purchaser becomes the registered holder of all right, title and interest in and to a 99 (ninety-nine) year lease over

INITIALS

the Unit and the relevant Exclusive Use Areas, and the Purchaser hereby purchases the aforementioned right, against payment of the Purchase Price.

4.2 The Purchaser's right and enjoyment of the Unit and the relevant Exclusive Use Areas shall be subject to the terms and conditions set out in the Lease Agreement.

**5 EXCLUSIVE USE AREAS**

5.1 The Residents Association will, in its Conduct Rules, confer upon the Purchaser the rights of exclusive use and enjoyment of the parking bays and motorbike bays (if applicable) assigned to the Unit.

5.2 Save as described in clause 5.1, each other Exclusive Use Area will be surveyed as such on the Surveyor General approved relevant sectional plans for the Scheme and will be leased by the land owner to the Purchaser pursuant to the Lease Agreement.

**6 PAYMENT OF THE PURCHASE PRICE**

6.1 The Purchaser shall pay the Purchase Price to the Seller on the date of Registration.

6.2 The Purchase Price shall be secured as follows –

6.2.1 the Initial Deposit shall be paid in trust to the Agent's trust account (the details of which are set out in item 11.4 of the Summary Schedule) on or before the Signature Date, subject to the provisions of clause 6.3;

6.2.2 the Final Deposit (if applicable) shall be paid to the Agent's trust account (the details of which are set out in item 11.4 of the Summary Schedule) on the date specified in clause 7.2 of the Summary Schedule, subject to the provisions of clause 6.3; and

6.2.3 the Balance of the Purchase Price shall either be –

6.2.3.1 secured by guarantees acceptable to the Seller, acting in its sole and absolute discretion, within 10 (ten) days of a request in writing from the Conveyancers; or

6.2.3.2 paid by the Purchaser in trust to the Conveyancers within 10 (ten) days of a request in writing from the Conveyancers.

6.3 Should the Purchaser wish to pay the amounts referred to in clauses 6.2.1 and 6.2.2 to the Conveyancers rather than the Agent, the Purchaser shall be entitled to do so and shall make payment into the Conveyancer's trust account, the details of which are set out in item 12.4 of the Summary Schedule.

6.4 If the amounts set out in clauses 6.2.1 and 6.2.2 are paid to the Agent, the Agent shall transfer the Initial Deposit and the Final Deposit into the Conveyancer's trust account upon receipt by the Agent of the last of the following –

6.4.1 the signed Agreement;

- 6.4.2 the Initial Deposit;
- 6.4.3 the Final Deposit;
- 6.4.4 the Purchaser's FICA;
- 6.4.5 confirmation that the Purchaser has been granted a loan in accordance with clause 3.1.1 (if applicable); and
- 6.4.6 the signed investment form directing the Conveyancers to invest the funds.

**7 COMPLETION AND OCCUPATION**

- 7.1 The Seller shall give the Purchaser occupation of the Unit and the Exclusive Use Areas on the Occupation Date provided that the Purchaser is not in breach of any provision of this Agreement.
- 7.2 **All risk and benefit in the Unit and the Exclusive Use Areas will pass to the Purchaser upon the Occupation Date, by which date the Seller will have constructed the Unit in accordance with the Specifications.**
- 7.3 **The Purchaser shall have no claim whatsoever against the Seller if the Anticipated Occupation Date for any reason is delayed or anticipated earlier. Should the Anticipated Occupation Date be amended (delayed or made earlier) in the sole and absolute discretion of the Seller, the Seller shall give the Purchaser 30 (thirty) days written notice of the new date for occupation, which date shall thereafter be the Occupation Date.**
- 7.4 **If Registration occurs after the Occupation Date, the Purchaser shall from the Occupation Date until Registration pay to the Seller monthly in advance –**
  - 7.4.1 **the Occupational Rental, from the Occupation Date until the date of Registration;**
  - 7.4.2 **the levies and other amounts, if any, payable by the Seller to the Residents Association;**
  - 7.4.3 **an amount representing the rates and taxes as well as any other applicable charges (of whatsoever nature) due to the local authority or relevant service provider; and**
  - 7.4.4 **an amount to be determined by the Seller, in its sole and absolute discretion, in respect of water and electricity consumed in the Unit and relevant Exclusive Use Areas, to be set-off against actual meter readings when these become available.**
- 7.5 **The levies and other amounts payable to the Residents Association shall be paid by the Purchaser to the Conveyancers on signature of bond documents (if applicable), the Lease Agreement and such other applicable ancillary documents and prior to occupation of the Unit.**

Parties to initial here

- 7.6 It is recorded that the WMOC Portal Fee in the amount of R550.00 (five hundred and fifty Rand) will be included in the initial levy.

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- 7.7 The Purchaser shall not be entitled, under any circumstances, to withhold payment in whole or in part, of any amounts payable to the Seller in terms of this Agreement.
- 7.8 **Notwithstanding the provisions of this clause, occupation of the Unit and the Exclusive Use Areas shall only be given to the Purchaser once the Purchaser has –**
  - 7.8.1 **complied in full with the provisions of clause 6 (Payment of the Purchase Price);**
  - 7.8.2 **paid all amounts stipulated in clause 7.4;**
  - 7.8.3 **signed and/or provided all documents necessary for Registration to proceed, including bond documents (if applicable) and a letter of satisfaction; and**
  - 7.8.4 **paid to the Conveyancer the costs in relation to the Registration of the Lease Agreement and all bond costs (if applicable).**
- 7.9 **Should the Purchaser not be given occupation due to the non-compliance with the provisions of clause 7.8, then the Purchaser shall still be liable to pay Occupational Rental from the Occupation Date.**

Parties to initial here

**8 SPECIFICATION & INTERIOR PACKAGE AND OPTIONAL EXTRAS**

- 8.1 The Seller shall construct the Unit substantially in accordance with the Specifications (**Annexure "4"**) as well as the Interior Package and Optional Extras (**Annexure "5"**) . As is evident from the Interior Package and Optional Extras, the Purchaser has a choice in respect of certain items of furniture for the Unit. The Purchaser is obliged to exercise its choice in furniture for the Unit simultaneously with concluding this Agreement by completing the relevant portion of **Annexure "5"** indicating its choice of furniture for the Unit and providing a signed copy of same to the Conveyancers. **Should the Purchaser fail to do so simultaneously with the conclusion of this Agreement, the Seller will be entitled, but not obliged, to choose the particular items of furniture in respect of the Unit on behalf of the Purchaser, who indemnifies the Seller in this regard.**
- 8.2 **It is recorded that the Purchaser shall not be entitled to request any amendment to his/its election in relation to the Interior Package and Optional Extras once this Agreement has become unconditional.**
- 8.3 **The Purchaser acknowledges that the items and materials specified in the Specifications (Annexure "4") as well as the Interior Package and Optional Extras (Annexure "5") are subject to availability and that the Seller shall be entitled, in its sole and absolute discretion, to substitute the items and materials specified and/or depicted in the Specifications (Annexure "4") as well as the Interior Package and Optional Extras (Annexure "5") as may be necessary given the availability of materials and the like provided the standard and quality of such items and materials is similar to those specified in the Specifications (Annexure "4") and the Interior**

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**Package and Optional Extras (Annexure "5"). The Purchaser indemnifies the Seller and holds it harmless against any claim in relation to the substitution of such items and materials.**

**9 BOND**

9.1 Should the Purchaser require a loan for payment of the Balance of the Purchase Price, the Seller (or its nominee), whom by virtue of its position and expertise is able to obtain finance for the Purchaser. The Seller (or its nominee) is entitled but not obliged to submit and to process the bond application/s to the Six Major Banks. If the Seller (or its nominee) elects to submit and to process the bond application/s to the Six Major Banks then the Seller (or its nominee) is hereby appointed by the Purchaser to submit and to process the bond application/s to the Six Major Banks.

9.2 The Purchaser acknowledges that all applications for the bond will be submitted by the Seller (or its nominee) to the Six Major Banks and consultants approved by the Seller (or its nominee) only. Upon being requested, the Purchaser shall forthwith furnish all information and documentation and sign all documents necessary within 7 (seven) days of request as may be required for the granting, drafting and registration of the bond and the Purchaser shall sign bond documents prior to the Occupation Date, including a letter of satisfaction.

9.3 **The Purchaser shall be liable for bond registration costs, which shall be payable on demand by the Conveyancers.**

Parties to initial here

9.4 The Purchaser shall be required to accept the bond grant and sign all bond and lease documents within 7 (seven) days of being requested to do so by the Conveyancers.

**10 TERMS APPLICABLE PRIOR TO LEASE REGISTRATION**

10.1 Subject to the full Purchase Price, Occupational Rent, estimated levies applicable and all other amounts including payment of costs of Registration and registration of any bond for which the Purchaser is liable in terms of this Agreement having been paid or secured to the Seller's satisfaction, the Purchaser shall as soon as possible after construction of the Unit and the Exclusive Use Areas is complete enter into the Lease Agreement.

10.2 The Purchaser shall accept Registration subject to –

10.2.1 all provisions of the Act; and

10.2.2 the Residents Association's constitution and Conduct Rules.

10.3 **The Purchaser acknowledges that Registration will only be possible after the sectional title register has been opened and construction of the Unit and the Exclusive Use Areas has been completed.**

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INITIALS

- 10.4 **From the Occupation Date until Registration, the Purchaser shall –**
- 10.4.1 **not make any changes or alterations to the Unit or the Exclusive Use Areas;**
  - 10.4.2 **be entitled to use the Unit for residential purposes only;**
  - 10.4.3 **use and enjoy the common property in such manner so as not to interfere with the use and enjoyment thereof by other occupiers or other persons lawfully upon the property and shall comply with any rules which the Seller, the land owner or the Residents Association in their discretion may make in regards thereto;**
  - 10.4.4 **not use the Unit or the Exclusive Use Areas or permit it to be used in such manner or for such purposes as shall cause a nuisance to any other person or interfere with the amenities of the Scheme or so as to breach any law, ordinance or by-laws or any town planning scheme in force in relation to the Land;**
  - 10.4.5 **keep the Unit and the Exclusive Use Areas (including the parking area) in a clean, neat and attractive condition and in good repair;**
  - 10.4.6 **permit the Seller or its agent at all reasonable times to enter and inspect the Unit and the Exclusive Use Areas; and**
  - 10.4.7 **ensure that the Purchaser's family, employees or invitees (including tenants) comply with the obligations aforesaid.**

Parties to initial here

**11 LEASE REGISTRATION**

- 11.1 **The Purchaser shall be liable to pay the registration costs in relation to the Registration of the Lease Agreement, which shall be payable on demand to the Conveyancers. It is recorded that the Seller has procured that the professional fee payable to the Conveyancers in respect of the Registration of the Lease Agreement shall be discounted by 10% (ten percent) of the applicable recommended Deeds Office tariff.**

Parties to initial here

- 11.2 Upon being so requested by the Conveyancer and/or the Seller and within 7 (seven) days of such request, the Purchaser shall furnish forthwith all information, documentation and sign all documents necessary for the Registration which shall be signed prior to the Occupation Date. The Purchaser warrants that its tax affairs shall be in order to the satisfaction of the South African Revenue Service so as to enable timeous Registration and the Purchaser undertakes to furnish the Conveyancers with proof of the Purchaser's income tax number upon being requested to do so.

INITIALS



11.3 The Purchaser shall not be entitled to resell, nor cede and assign the rights acquired in terms of this Agreement to any person, or delegate any of its obligations pursuant to this Agreement to any person, at any time prior to Registration.

**12 TERMS APPLICABLE AFTER LEASE REGISTRATION**

After Registration of the Lease Agreement, the Purchaser shall –

- 12.1 **be liable for all electricity, water and sewer charges as well as any other applicable charges (of whatsoever nature) due to the local authority or relevant service provider in respect of the Unit and the Exclusive Use Areas;**
- 12.2 **be liable for the payment of the levy to the Residents Association;**
- 12.3 **pay rates and taxes as well as any other applicable charges (of whatsoever nature) to the local authority or relevant service provider in respect of the Unit and the Exclusive Use Areas;**
- 12.4 **not use the Unit or the Exclusive Use Areas or the common property in such manner as to cause any damage thereto or to the other sections in the building, nor store or permit the storage therein of any inflammable materials which may vitiate any policy of insurance;**
- 12.5 **be entitled to use the Unit and the Exclusive Use Areas for residential purposes only and in terms of the permitted zoning approval obtained in respect of the Scheme and the Unit;**
- 12.6 **permit the land owner either personally, or through the land owner's employees or agents, to have access to the Unit and the Exclusive Use Areas at all reasonable times for the purpose of inspecting it or to carry out maintenance or repairs which the land owner may in terms hereof be obliged or entitled to perform, whether such repairs relate to the Unit or not, and the Purchaser shall have no claim against the land owner for any disturbance in his occupation arising out of the exercise by the Seller of the rights hereby conferred;**
- 12.7 **use and enjoy the common property in such manner so as not to interfere with the use and enjoyment thereof of other occupiers or other persons lawfully upon the property and shall comply with any rules which the Seller in its discretion may make in regards thereto;**
- 12.8 **not use the Unit and the Exclusive Use Areas or permit it to be used in such manner or for such purposes as shall cause a nuisance to any other person or interfere with the amenities of the Property or so as to breach any law, ordinance or by-laws or any town planning scheme in force in relation to the Property; and**
- 12.9 **ensure that the Purchaser's family, employees or invitees (including its tenants) comply with the obligations aforesaid.**

Parties to initial here

INITIALS

13 CONSTRUCTION OF THE UNIT

- 13.1 Save as otherwise contemplated herein, the Seller undertakes to construct the Unit and Exclusive Use Areas substantially in accordance with the Site Plan (**Annexure "2"**), the Floor Plan (**Annexure "3"**), the Specifications (**Annexure "4"**) and the Interior Package and Optional Extras (**Annexure "5"**), to the extent applicable. The Purchaser acknowledges that the Site Plan, Floor Plan, Specifications, Interior Package and Optional Extras are subject to such change as may be required in terms of any applicable legislation, in accordance with the requirements of the relevant local authority or pursuant to a change in architectural design. In the event of any dispute arising between the Seller and Purchaser as to whether the Unit and Exclusive Use Areas have been constructed substantially in accordance with the floor plans, Site Plan and Specifications, the Seller's architects will decide as to the reasonableness or not, acting as an expert and not as an arbitrator and his decision shall be final and binding on the Parties, save in the case of manifest error.
- 13.2 The Purchaser waives any claim which may arise as a result of construction or other defects against the land owner.
- 13.3 Subject to the provisions of this clause 13, the Seller shall be liable for any claims which the Purchaser may have as a result of construction defects arising from defective materials or workmanship.
- 13.4 The Purchaser will be entitled to complete and sign a single list of reasonable defects/snags (patent defects) in the section and Exclusive Use Areas resulting from defective materials or workmanship, which list will be provided to the Seller by the Purchaser within 7 (seven) days of the Occupation Date ("**Lessee's Snag List**").
- 13.5 In the event of any dispute arising between the Seller and Purchaser as to the reasonableness of any defects/snags contained in the Lessee's Snag List, the Seller's architects will decide as to the reasonableness or not, acting as an expert and not as an arbitrator and his decision shall be final and binding on the Parties.
- 13.6 The Seller undertakes to –
  - 13.6.1 subject to clause 13.5, repair defects/snags listed in the Lessee's Snag List within a reasonable time after receipt of the Lessee's Snag List from the Purchaser; and
  - 13.6.2 comply with the standards and guidelines as set out by the National Home Builders Registration Council ("NHBRC"), unless the Scheme is exempted from the registration and enrolment by the NHBRC.
- 13.7 The Purchaser shall afford the Seller or its appointed contractors reasonable access to the Unit to enable the Seller to remedy the defects identified in Lessee's Snag List. Should the Purchaser not provide such reasonable access within 2 (two) days of request by the Seller and/or its contractors, the relevant defects shall be deemed to have been remedied by the Seller.

13.8 The Seller shall not under any circumstances be liable to the Purchaser for any defect/snag in the section, which is not listed in the Lessee's Snag List.

13.9 The Purchaser acknowledges that the section number as stipulated item 5.1 of the Summary Schedule, may differ to the section number assigned to such section on the Surveyor General approved sectional title plans. If the section number assigned to the section which is the subject of this Agreement, as indicated on the Site Plan differs to the section number assigned to such section on the Surveyor General approved sectional title plans then, provided that there is no variation to the location of the section as indicated on the Site Plan and the Surveyor General approved sectional title plans, the Purchaser irrevocably undertakes to, within 7 (seven) days of request by the Conveyancers, sign an addendum to this Agreement together with all such other documents as may be requested by the Seller to give effect to the sale of the rights, title and interest in and to a Lease Agreement in respect of, inter alia, the section as indicated on the Surveyor General approved sectional title plans, The Purchaser hereby irrevocably nominates, constitutes and appoints each person under the employ of the Conveyancers, *in rem suam*, with power of substitution, to be its true and lawful attorney to, on behalf of the Purchaser, sign such addendum together with such other documents as may be requested by the Seller to give effect to the provisions of this clause 13.9 if the Purchaser fails to sign such documents within 7 (seven) days of request by the Conveyancers.

13.10 **The Purchaser shall have no claim against the Seller for any discrepancies between the boundaries and areas of the section and/or any Exclusive Use Area as shown on the Site Plan and those shown on the Surveyor General approved sectional title plans, if the variance is less than 10%. If the size of the section and/or any Exclusive Use Area as indicated on the Site Plan varies by more than 10% (ten percent) to that referred to in the Surveyor General approved sectional title plans, a pro rata adjustment will be made to the Purchase Price. In addition, the Purchaser's share of rates, electricity, levies and any other amount payable which is calculated on a pro rata basis to take into account the difference in the size, and it is recorded that the Purchaser will be obliged to pay the greater or lesser amount as the case may be. Notwithstanding anything to the contrary contained herein, the Purchaser shall have no claim whatsoever against the land owner for any discrepancies between the boundaries and areas of the proposed section as shown on the Site Plan and those shown on the Surveyor General approved sectional title plans, regardless of the extent of such variance.**

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13.11 **The Seller shall not under any circumstances be liable for any damages to the occupier/s of the Unit's possessions arising from any defects or leak.**

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#### 14 RESIDENTS ASSOCIATION

14.1 The Scheme shall be administered by a Residents Association, to be constituted as an association of persons for this purpose. Every registered lessee of a unit in the Scheme, including the Purchaser in

INITIALS

respect of the Unit leased to it, shall be obliged to become a member of the Residents Association and shall be subject to the Conduct Rules and the Residents Association's constitution.

- 14.2 **The Purchaser shall have no claim of any nature against the Seller or any other party appointed by the Seller in respect of any disruption or disturbance the Purchaser may experience as a consequence of the Scheme (or any part thereof) not having achieved final completion as at the Occupation Date or any period thereafter.**

Parties to initial here

**15 PURCHASER'S ACKNOWLEDGMENT**

- 15.1 **The Purchaser acknowledges that he is aware of and fully acquainted with the matters hereinafter set forth, namely that –**

- 15.1.1 **the Lease Agreement shall be Registered after the construction of the Unit and the Exclusive Use Areas has been completed and the sectional title register has been opened;**

- 15.1.2 **the section and the relevant Exclusive Use Areas shall be as reflected on the Surveyor General approved relevant sectional plan as and when approved and shall be subject to any modification or alterations which may be made thereto from time to time in accordance with the provisions of the Act or of any authority and subject to any conditions of the applicable zoning and all applicable conditions of title which may be incorporated therein;**

- 15.1.3 **if the areas of the common property are found not to correspond to those set out in this Agreement, the Seller shall not be liable for any shortfall nor shall it be entitled to claim compensation for any surplus; and**

- 15.1.4 **the Conduct Rules and the Residents Association's constitution shall apply for the proper management and control of the Scheme.**

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**16 SPECIFICATIONS**

The Purchaser shall under no circumstances be entitled to request the Seller to make any variations whatsoever to the Specifications.

**17 COMPANY, CLOSE CORPORATION OR TRUST**

- 17.1 **If the Purchaser acquires the rights, title and interest in and to the Lease Agreement as a representative of a company or close corporation to be formed, then in the event of such company or close corporation not being formed and adopting this Agreement within 7 (seven) days hereof, the Purchaser shall be bound personally by this Agreement.**

INITIALS

17.2 Upon formation of the company or close corporation the Purchaser shall be bound jointly and severally by this Agreement as surety and co-principal debtor with the company or close corporation.

17.3 If the Purchaser is a trust, the trust must be registered prior to the date of acceptance of the offer by the Seller.

**18 CONSUMER PROTECTION ACT**

18.1 If the Purchaser is a “consumer” in terms of the CPA, whilst the terms and conditions of this Agreement seek to fairly regulate the interest of the Parties, in the event of an irreconcilable conflict between the provisions of this Agreement and the CPA, the CPA will prevail. If any provision of this Agreement is declared by a competent court to be unenforceable, illegal, void or contrary to public policy, such declaration will have no effect upon the binding force or effectiveness of any of the remaining provisions of the Agreement, it being the intention and declaration of the Parties that had they known of such unenforceability, illegality, invalidity or that the provision was contrary to public policy, they would nevertheless have entered into this Agreement, containing all such remaining provisions.

18.2 Insofar as the CPA governs this Agreement, the Parties' attention is drawn to the fact that section 55(2) provides that, except to the extent contemplated in subsection (6), every consumer has a right to receive goods that –

18.2.1 are reasonably suitable for the purposes for which they are generally intended;

18.2.2 are of good quality, in good working order and free of any defects;

18.2.3 will be useable and durable for a reasonable period of time, having regard to the use to which they would normally be put and to all the surrounding circumstances of their supply; and

18.2.4 comply with any applicable standards set out under the Standards Act 1993 (Act No. 29 of 1993), or any other public regulation.

18.3 Section 55(6) of the CPA provides that subsection (2)(a) and (b) do not apply to a transaction if the consumer –

18.3.1 has been expressly informed that the particular goods were offered in a specific condition; and

18.3.2 has expressly agreed to accept the goods in their condition, or knowingly acted in a manner consistent with accepting the goods in that condition.

18.4 The Purchaser confirms that the Seller has made no representations and gives no warranties in respect of the Unit and the Exclusive Use Areas, which is let to or occupied by the Purchaser voetstoots and as it stands.

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INITIALS

19 **PROCESSING OF PERSONAL INFORMATION**

19.1 The Purchaser’s privacy is very important to the Seller and it will use reasonable efforts in order to ensure that any information, including personal information, provided by the Purchaser, or which is collected from the Purchaser, is stored in a secure manner.

19.2 The Purchaser agrees to give (where applicable) honest, accurate and current information about the Purchaser to the Seller and to maintain and update such information when necessary.

19.3 The Purchaser’s personal information collected by the Seller may be used for the following reasons:

19.3.1 verifying information and performing checks;

19.3.2 direct marketing;

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19.3.3 processing payment relating to the Agreement;

19.3.4 fraud prevention;

19.3.5 further processing by third parties, including the Agent, the Conveyancer, the Mortgage Originator, the Residents Association and the land owner;

19.3.6 provide third parties with statistical information relating to the Scheme;

19.3.7 complying with the Seller’s regulatory and other obligations; and

19.3.8 any other reasonably required purpose relating to the Seller’s business, this Agreement or the Scheme.

19.4 The Purchaser acknowledges that any information supplied to the Seller is voluntary.

19.5 By submitting any information to the Seller in any form the Purchaser further acknowledges that such conduct constitutes an unconditional, specific and voluntary consent to the processing of such information by the Seller under any applicable law in the manner contemplated above, which consent shall, in the absence of any written objection received from the Purchaser, be indefinite and/or for the period otherwise required in terms of any applicable law.

19.6 Unless the Purchaser has consented, the Seller will not sell, exchange, transfer, rent or otherwise make available any personal information about the Purchaser (such as name, address, email address, telephone or fax number) to other parties and the Purchaser indemnifies the Seller from any unintentional disclosures of such information to unauthorised persons.

19.7 Should the Purchaser believe that the Seller has utilised the Purchaser’s personal information contrary to applicable law, the Purchaser shall first resolve any concerns with the Seller. If the

INITIALS

Purchaser is not satisfied with such process, the Purchaser has the right to lodge a complaint with the Information Regulator of South Africa.

**20 GENERAL WARRANTIES**

- 20.1 Each of the Parties hereby warrants to and in favour of the other that –
  - 20.1.1 it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Agreement;
  - 20.1.2 this Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms;
  - 20.1.3 the execution of this Agreement and the performance of its obligations hereunder does not and shall not (i) contravene any law or regulation to which that Party is subject; (ii) contravene any provision of that Party's constitutional documents; or (ii) conflict with, or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it;
  - 20.1.4 it is entering into this Agreement as principal (and not as agent or in any other capacity);
  - 20.1.5 to the best of its knowledge and belief, it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all of its obligations in terms of this Agreement;
  - 20.1.6 the natural person who signs and executes this Agreement on its behalf is validly and duly authorised to do so;
  - 20.1.7 no other party is acting as a fiduciary for it; and
  - 20.1.8 it is not relying upon any statement or representation by or on behalf of any other Party, except those expressly set forth in this Agreement;
- 20.2 Each of the representations and warranties given by the Parties in terms of clause 20.1 shall -
  - 20.2.1 be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;
  - 20.2.2 continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and
  - 20.2.3 *prima facie* be deemed to be material and to be a material representation inducing the other Party to enter into this Agreement.

**21 AGENT**

- 21.1 The Purchaser warrants that the Agent was the sole agent to introduce the Purchaser to the Seller and the Unit and the Exclusive Use Areas and that the Agent was the effective cause for this transaction.

INITIALS

21.2 The Purchaser indemnifies and holds harmless the Seller against any claim by any third party agent, or any other person in respect of payment of any commission in connection with this transaction.

**22 BREACH**

22.1 Should the Purchaser breach any provision of this Agreement and fail to remedy such breach within 7 (seven) days after dispatch of written notice requiring such breach to be remedied, the Seller shall be entitled, without prejudice to any other rights in law, to cancel this Agreement forthwith and retain all payments made by the Purchaser in terms hereof as a genuine pre-estimate of liquidated damages.

22.2 If this Agreement is cancelled after the Occupation Date, the Purchaser shall immediately vacate the Unit and the Exclusive Use Areas.

**23 ARBITRATION**

23.1 Save in respect of urgent relief, whether of an interim or final nature, any difference or dispute arising out of this Agreement including (but without limiting the generality of the foregoing) –

23.1.1 the interpretation thereof;

23.1.2 the rectification thereof;

23.1.3 the effect thereof;

23.1.4 the Parties' respective rights or obligations thereunder;

23.1.5 a breach thereof;

23.1.6 the termination thereof;

23.1.7 and/or any matter arising out of the termination thereof; and

23.1.8 shall be subjected to and decided by arbitration in the manner set out in this clause 23.

23.2 The arbitration referred shall be held in accordance with the expedited rules of the Arbitration Foundation of Southern Africa or its successor in office or title.

23.3 This clause 23 shall constitute the irrevocable consent of the Parties hereto to the arbitration proceedings in terms hereof, and neither party shall be entitled to withdraw therefrom or claim at any such arbitration proceedings that it is not bound by this paragraph.

**24 GOVERNING LAW AND JURISDICTION**

24.1 This Agreement will be governed by and interpreted according to the laws of the South Africa.

24.2 The Parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Johannesburg (or any successor division) in any dispute arising from or in connection with this Agreement.

INITIALS



25 **STIPULATIO ALTERI**

25.1 It is recorded that D2E Properties Proprietary Limited, Registration Number 2019/406767/07 (“**D2E Properties**”) and Attacq The Mix concluded or will conclude an agreement entitled 'Sale Agreement', as may be amended and/or restated from time to time ("**Main Sale Agreement**") in terms of which, *inter alia*, the parties thereto have agreed that Attacq The Mix will cede and assign an undivided share of its rights and delegate an undivided share of its obligations in terms of this Agreement to D2E Properties.

25.2 Attacq The Mix and the Purchaser hereby agree in favour of D2E Properties that with effect from the 'Effective Date', as defined in the Main Sale Agreement, D2E Properties and Attacq The Mix shall jointly be substituted as the Seller in terms of this Agreement, and with effect from which date Attacq The Mix and D2E Properties shall jointly comply with all the obligations imposed upon the Seller in terms of this Agreement and shall jointly be entitled to exercise all the rights of the Seller contained herein. D2E Properties by way of signature hereof accepts its benefits and obligations in terms of this Agreement.

25.3 For the purposes of item 1 of the Summary Schedule, the particulars of D2E Properties are recorded as follows –

Name: D2E Properties Proprietary Limited, Registration Number 2019/406767/07

Business address: 32 Impala Road, Chislehurst, Johannesburg, 2190, Gauteng Province, South Africa

Postal address: As above

Telephone number: 011 666 0700

Email address: robin@d2eproperties.co.za

26 **JOINT AND SEVERAL LIABILITY**

Should this Agreement be signed by more than one person as Purchaser, the obligation of all such signatories shall be joint and several.

27 **DOMICILIUM**

The Seller chooses as its *domicilium citandi et executandi* the physical address and email address reflected in item 1 of the Summary Schedule and the Purchaser chooses as the Purchaser's *domicilium citandi et executandi* the physical address and email addresses reflected in item 3 of the Summary Schedule, provided that, should the Purchaser have accepted occupation of the Unit, the address of such Unit shall become his new *domicilium*. Provided, further, that transmission of a scanned copy by email shall constitute adequate service of any legal notice or letter.

28 **GENERAL**

- 28.1 If the Purchaser is married under foreign law, the Purchaser hereby warrants that the Purchaser's spouse shall sign all documents as may be required by the Conveyancers to enable Registration and bond registration, if applicable.
- 28.2 The Purchaser hereby consents to receiving marketing material from the Seller on future developments.
- 28.3 All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
- 28.4 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

29 **ENTIRE AGREEMENT**

This Agreement constitutes the whole agreement between the Parties and no warranties or representations of any nature by or on behalf of the Seller have been made except as are recorded herein. No variation to or cancellation of this Agreement shall be of any force unless reduced to writing and signed by both the Seller and the Purchaser. This Agreement supersedes and novates the agreement titled '*Reservation Agreement*' concluded between the Seller and the Purchaser (if applicable) and the Parties agree that any payment made by the Purchaser to the Seller pursuant to the '*Reservation Agreement*' is deemed to have been made in terms of this Agreement.

30 **COUNTER-PARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

INITIALS

31 **INDULGENCES**

No indulgence granted by a Party shall constitute a waiver of any of that Party's rights under this Agreement. Accordingly, that Party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
**Purchaser**

\_\_\_\_\_  
**Co- Purchaser**

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
**D2E PROPERTIES PROPRIETARY LIMITED**

For and on behalf of D2E Properties Proprietary Limited who warrants he/she is duly authorised hereto

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
**ATTACQ THE MIX PROPRIETARY LIMITED**

**For and on behalf of the Attacq The Mix Proprietary Limited who warrants he/she is duly authorised hereto**

\_\_\_\_\_  
**ATTACQ THE MIX PROPRIETARY LIMITED**

**For and on behalf of the Attacq The Mix Proprietary Limited who warrants he/she is duly authorised hereto**

INITIALS