LIFE RIGHT AGREEMENT

entered into between

1. **FULL NAME:** _____
   IDENTITY NUMBER: _____
   &
2. **FULL NAME:** _____
   IDENTITY NUMBER: _____

(hereinafter jointly and severally referred to as "**the Life Right Holder**")

AND

1. **FULL NAME / NAME OF TRUST OR COMPANY:** _____
   IDENTITY NUMBER / REGISTRATION NUMBER: _____
   &
2. **FULL NAME / NAME OF TRUST OR COMPANY:** _____
   IDENTITY NUMBER / REGISTRATION NUMBER: _____

(hereinafter jointly and severally referred to as "**the Payer**")

AND

THE PARTY WHOSE DETAILS APPEAR AT ITEM 1.1 OF ANNEXURE A

(hereinafter referred to as "**the Grantor**")

SCHEME NAME	OASIS LIFE BURGUNDY ESTATE
UNIT NUMBER	
UNIT TYPE	

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this contract, unless the context clearly indicates otherwise:

1.1.1 "**Agreement**" means this Agreement, including all annexures and schedules thereto, and any addenda thereto from time to time.

1.1.2 "**Architect**" means such architect as may be appointed by the Developer and/or the Grantor from time to time.

1.1.3 "**Association**" means the management association established or to be established for purposes of managing the Scheme, as more fully detailed in the Constitution.

1.1.4 "**Business Days**" means all days, excluding Saturdays, Sundays, and South African public holidays.

1.1.5 "**Community Centre**" means the Community Centre which has been or will be constructed as part of the Scheme and which (save for the Kitchen Unit, Primary Health Care Facility and Laundry Units) is for the recreational and communal use of all Residents, subject to the terms of this Agreement, the Constitution and the Conduct Rules.

1.1.6 "**Conduct Rules**" shall mean the Conduct Rules applicable to the Scheme, made and/or issued in terms of the Constitution and which may be amended from time to time.

1.1.7 "**Constitution**" shall mean the constitution of the Association including, without limitation, all annexures and schedules thereto as well as rules and regulations issued or made thereunder (including but not necessarily limited to the Conduct Rules), all as amended and/or replaced from time to time.

1.1.8 "**Days**" means calendar days, including weekdays, weekends and public holidays.

1.1.9 "**Date of Occupation**" shall mean the date as set out in item 3 of Annexure A, on which the Unit is available for occupation by the Life Right Holder, irrespective of the actual date of physical occupation by the Life Right Holder.

1.1.10 "**Developer**" means the party whose details appear at item 1.4 of Annexure A, being the developer of the Scheme.

1.1.11 "**Estate**", if applicable in terms of Annexure K, means the greater estate or development of which the Scheme forms part (or will, once established, form part).

1.1.12 "**Food Levy**" means the monthly Levy payable by the Life Right Holder or by the Payer (where applicable) as more fully detailed in clause 12 below.

1.1.13 "**Grantor**" means the Party described in item 1.1 of Annexure A, and its successors-in-title.

1.1.14 "**Grantor's Attorneys**" shall mean such attorneys as may be appointed by the Grantor from time to time.

1.1.15 "**Housing Levy**" means the monthly Levy payable by the Life Right Holder (or by the Payer where applicable) to the Grantor in terms of the provisions of the Constitution and clause 12 below.

1.1.16 "**Kitchen Unit**", if available at the Scheme (in the sole discretion of the Grantor), means the kitchen forming part of the Community Centre which Kitchen Unit shall be a separate Unit and shall be operated on a commercial basis (i.e. for the risk, benefit, profit and loss of the operator thereof, which operator may be a third party appointed by the Grantor from time to time).

1.1.17 "**Laundry Unit**", if available at the Scheme (in the sole discretion of the Grantor), means the Laundry Unit which forms part of the Community Centre and which Laundry Unit shall be a separate Unit and shall be operated on a commercial basis, which operator may be a third party appointed by the Grantor from time to time.

1.1.18 "**Levy/Levies**" means collectively the Housing Levy, the Food Levy and the POA Levy and other costs and charges due by the Life Right Holder and/or the Payer (where applicable) in terms of this Agreement, as more fully detailed in Annexure D.

1.1.19 "**Life Right**" means a housing interest (as contemplated in the Retired Persons Act), being a Life Right Holder's right to exclusive use and occupation of a Unit, subject to payment of the Loan Amount to the Grantor and the terms of this Agreement.

1.1.20 "**Life Right Certificate**" means the certificate as contemplated in section 6(1) of the Retired Persons Act and described in clause 3.4 below.

1.1.21 "**Life Right Holder**" means, as the context may require:

1.1.21.1 the Party/Parties Party described in item 1.1 of Annexure A to whom the Life Right in respect of the Unit is alienated in terms of this Agreement and who shall be:

1.1.21.1.1 a natural person who shall, as at the Signature Date:
(i) in the instance of a single Life Right Holder, be at least 60 (sixty) years or older, and
(ii) where there are 2 (two) joint Life Right Holders, then the younger of them shall be at least 60 (sixty) years or older; and

1.1.21.1.2 the only person entitled to permanently occupy the Unit (subject to the provisions of this Agreement dealing with occupation of the Unit by a Tenant); or

1.1.21.2 the holders of Life Rights in respect of residential Units in the Scheme, either individually or as a collective.

1.1.22 "**Loan Amount**" shall mean the interest free loan being the amount to be paid for the Life Right by the Life Right Holder and/or the Payer (on behalf of the Life Right Holder), as consideration for the alienation of the Life Right by the Grantor to the Life Right Holder, as set out in item 4 of Annexure A, and which amount shall (i) be treated as an interest-free loan by the Life Right Holder and/or the Payer (as the case may be) as lender to the Grantor as borrower and (ii) be paid in accordance with the provisions of item 5 of Annexure A.

1.1.23 "**Management Agreement**" shall mean the agreement appointing the Managing Agent containing the terms and conditions upon which the Managing Agent shall manage the Scheme.

1.1.24 "**Operator**" shall mean the managing agent of the Scheme, which managing agent shall have all the rights, powers and obligations assigned to it in terms of the Management Agreement.

1.1.25 "**Party**" or "parties" shall be a reference to the Grantor and/or the Life Right Holder, and (if applicable) shall include the Payer as described in clause 1.1.26 below, either individually or collectively, as may be required by the context of this Agreement.

1.1.26 "**Payer**" means the third party(ies) as described in item 1.3 of Annexure A (if applicable) who shall be:

1.1.26.1 liable for payment of the Loan Amount (or a portion thereof) with or for and on behalf of the Life Right Holder; and

1.1.26.2 entitled to the Repayment or a portion thereof as detailed in Annexure E.

1.1.27 "**Penalty Interest**" means 3% (three) per cent above the Prime Rate applicable from time to time.

1.1.28 **"Personal Information"** means information relating to identifiable, living, natural persons and identifiable juristic persons, as envisaged in POPIA, specifically including but not necessarily limited to the following:

1.1.28.1 information relating to the race, gender, sex, marital status, age, physical or mental health, well-being, disability, religion, culture, language, birth, medical, financial and criminal history; and

1.1.28.2 name, identity number, registration number (in case of Payer, where if applicable), e-mail address, physical address, telephone number, location information; and

1.1.28.3 the biometric information (such as fingerprints, etc.).

1.1.29 **"POPIA"** means the Protection of Personal Information Act 4 of 2013, including regulations framed thereunder.

1.1.30 "**POA**", if applicable in terms of Annexure K, means the property owners' association established for purposes of managing the Estate of which the Scheme forms part.

1.1.31 "**POA Levy**" shall mean the monthly Levy payable by the Association to the POA (where applicable), in terms of the POA's constitution, as more fully detailed in Annexure D (if applicable) and which POA Levy shall appear as a separate item on the Levy statements.

1.1.32 "**Primary Health Care Facility**", if available at the Scheme (at the discretion of the Grantor), means the Primary Health Care Facility, which shall be located within the Community Centre or such other location within the Scheme as determined by the Grantor and the Operator from time to time.

1.1.33 "**Primary Health Care Nurse**" means a nurse assigned to the Primary Health Care Facility for administration of the Primary Health Care Facility, as more fully detailed in clause 13 below.

1.1.34 "**Prime Rate**" means the publicly quoted basic rate of interest per annum, compounded monthly in arrears and calculated on a 365 (three hundred and sixty-five) day year factor irrespective of whether the year is a leap year or not, (as certified in writing by the Grantor's bankers as being its prime overdraft rate at which the Grantor's bank lends to the Grantor. A certificate issued under the hand of any manager or official (whose authority and appointment it shall not be necessary to prove) of the Grantor's bankers as to the Prime Rate from time to time shall, in the absence of manifest error, constitute prima facie evidence of such rate.

1.1.35 **"Repayment"** means repayment of the Loan Amount or an agreed portion thereof (as the case may be) by the Grantor to the Life Right Holder and/or the Payer (as the case may be), subject to the terms of this Agreement and as more fully detailed in clause 22 below and Annexure E to this Agreement.

1.1.36 "**Resident**" means any person lawfully occupying a Unit in the Scheme which shall include but not be limited to:

1.1.36.1 the Grantor or a tenant of the Grantor; and/or

1.1.36.2 the Life Right Holder (including a Tenant); and/or

1.1.36.3 guests and employees of the Grantor or its tenant, the Life Right Holder or his/her Tenant (as the case may be) and persons who reside with any of them (as the case may be).

1.1.37 "**Retired Persons Act**" means the Housing Development Schemes for Retired Persons Act 65 of 1988, including regulations framed thereunder.

1.1.38 "**Scheme**" means the *Oasis Life*® branded housing development scheme as more fully indicated in Annexure F.

1.1.39 "**Signature Date**" means the date of signature of this Agreement by the Party signing last in time.

1.1.40 "**Site Layout**" means the proposed site layout plan depicting the Scheme and the phased development thereof, as depicted in Annexure F hereto.

1.1.41 "**Tenant**" means a tenant or third party who resides in a Unit situated in the Scheme in terms of a written lease agreement or other written agreement with the Life Right Holder and with the prior written consent of the Grantor as more fully detailed in clause 17 below.

1.1.42 **"Unit**" means the unfurnished residential unit at the Scheme allocated to the Life Right Holder in terms of this Agreement, as more fully described in item 2 of Annexure A, which is illustrated by the Unit Floor Plan (Annexure G) and the position of which is clearly indicated on the Site Layout (Annexure F) and which the Life Right Holder by his/her/their signature hereto confirms has been identified to him/her/them on the Site Layout (Annexure F).

1.1.43 "**Unit Floor Plan**" shall mean the typical floor plan of the Unit annexed hereto as Annexure G.

1.2 In this Agreement, unless the context clearly indicates a contrary intention, words importing the singular shall include the plural and *vice versa*, a reference to any one gender shall indicate the other genders and reference to a natural person shall include juristic persons (whether corporate or unincorporated) and *vice versa*.

1.3 The clause headings are inserted for reference purposes only and shall not be considered in the interpretation of this Agreement.

1.4 The annexures and schedules to this Agreement shall be deemed to be part of this Agreement as if specifically embodied herein.

1.5 These terms and conditions shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns or liquidators, of the Parties, as the case may be.

1.6 The rule of construction that this Agreement shall be interpreted against the party responsible for the drafting of this Agreement (the *contra proferentem* rule*)*, shall not apply.

2. PREAMBLE

2.1 At the time of issue of a Life Right Certificate to the Life Right Holder:

2.1.1 the Unit shall not in any way be encumbered by any mortgage bond; and

2.1.2 the title deed of the applicable Unit shall be endorsed in terms of Section 4C of the Retired Persons Act.

2.2 The Developer and/or Grantor has established or intends to establish and/or expand the Scheme substantially in accordance with the Site Layout (Annexure F).

2.3 The Scheme is an *Oasis Life*® retirement village which is subject to the provisions of the Retired Persons Act.

3. ALIENATION OF LIFE RIGHT

3.1 The Grantor hereby alienates to the Life Right Holder, who hereby acquires the Life Right in respect of the Unit, on the terms and conditions set out in this Agreement, against payment of the Life Right Consideration, and as provided for in sections 4C and 6(1) of the Retired Persons Act.

3.2 The Life Right Holder shall be entitled, subject to the provisions of this Agreement, to the right of use and occupation of the Unit (as contemplated in clause 4 below below) and to make use of the facilities and services (as contemplated in clause 13 below) and all recreational and communal facilities located in the Scheme.

3.3 The Life Right Holder hereby acknowledges, accepts and agrees that it is satisfied as to the location of the Unit in the Scheme and that the Unit has been clearly identified to the Life Right Holder by the Grantor (or its duly authorised agent) on the Site Layout (Annexure F).

3.4 On the Date of Occupation (or as soon as reasonably possible thereafter, following endorsement of the title deed of the Unit as required in terms of section 4C of the Retired Persons Act), the Life Right Holder will be furnished with a Life Right Certificate, subject to the provisions of this Agreement and provided that all amounts due in terms of this Agreement have been paid in full and/or secured to the Grantor's satisfaction.

4. USE AND OCCUPATION

4.1 The Life Right shall commence on the Date of Occupation, provided that payment of the Loan Amount has been received by the Grantor or, at the Grantor's sole discretion, the Grantor's Attorneys.

4.2 The Life Right Holder shall be entitled to the Housing Interest for the duration of the Life Right Holder's lifetime, alternatively in the event of joint Life Right Holders, the lifetime of the last surviving Life Right Holder, subject however to the provisions relating to termination of the Housing Interest as per clauses 19 and 21 below and other provisions of this Agreement, which are of application.

4.3 As provided for in clause 15 below, the Life Right Holder may let his/her Unit and, save as provided for in clause 16 below, only the Life Right Holders are entitled to use and/or to occupy the Unit permanently.

4.4 The Unit may only be utilised for residential purposes in terms of the provisions of this Agreement, the Constitution and the Conduct rules.

4.5 The Housing Interest shall be alienated to the Life Right Holder after payment of the Loan Amount. The Life Right Holder shall pay the Levy, and any other charges which may be payable, as and when they fall due with effect from the Date of Occupation.

4.6 The Housing Interest alienated in terms of this Agreement is personal to the Life Right Holder and is not transferrable or subject to attachment or sale, and any rights and obligations attaching thereto may not be transferred, ceded, assigned or delegated or in any way be disposed of by the Life Right Holder.

4.7 The Grantor may cede and assign his rights and obligations to a third party without any notice to the Life Right Holder or Payer.

5. OCCUPATIONAL RENTAL

5.1 Notwithstanding anything to the contrary contained in this Agreement, should the Grantor (in its sole and unfettered discretion) afford the Life Right Holder occupation of the Unit on the Date of Occupation or on any other date agreed between the parties in writing, without having received payment of the full Loan Amount ("**Early Occupation Date**"), then and in such event the Life Right Holder and/or the Payer shall be liable for payment to the Grantor of rental in an amount equivalent to the Prime Rate applied to the Loan Amount, calculated monthly.

5.2 Occupational Rental shall:

5.2.1 become due and payable monthly in advance without deduction or set-off and free of exchange or bank charges with effect from the Early Occupation Date until the date of actual receipt by the Grantor's Attorneys of the full Loan Amount; and

5.2.2 be pro-rated where applicable.

5.3 The provisions of this clause 5 shall in no way alter, amend or in any manner affect the Life Right Holder's obligation to pay to the Grantor's Attorneys the full Loan Amount due in accordance with the provisions of this Agreement, including payment of Penalty Interest as envisaged in clause 6.4.2 below.

5.4 It is specifically recorded and agreed that the Life Right shall not be conferred upon the Life Right Holder and the Life Right Holder shall under no circumstances be entitled to receive a Life Right Certificate without receipt of the full Life Right Consideration by the Grantor.

6. LOAN AMOUNT

6.1 The Loan Amount, being the interest free loan, payable by the Life Right Holder (or alternatively by the Payer for the benefit of the Life Right Holder) to the Grantor in exchange for the Housing Interest shall be the amount stipulated in Item 4 of Annexure A.

6.2 In exchange for payment of the Loan Amount, the Life Right Holder is entitled to the Housing Interest in respect of the Unit and to make use of the facilities and services and all recreational and communal facilities located in the Scheme, subject to the Constitution, the Conduct Rules and the Architectural Guidelines.

6.3 The Loan Amount shall be payable in the manner provided for in Annexure A.

6.4 Should the Loan Amount not have been paid by the Date of Occupation:

6.4.1 the Life Right Holder is not entitled to use and occupy the Unit until such time as payment of the Loan Amount has been received by the Grantor; and

6.4.2 the Life Right Holder and/or the Payer (as the case may be) shall be liable for payment to the Grantor of Penalty Interest on the Loan Amount, calculated from the date on which the Loan Amount becomes due and payable (in accordance with the provisions of Annexure A) until such date that the full Loan Amount and Penalty Interest is actually paid to and received by the Grantor's Attorney.

6.5 If the Payer has made payment of the Loan Amount and the Payer is subsequently sequestrated or liquidated (whether provisionally or finally), placed under business rescue or pre-deceases the Life Right Holder, then the insolvent/deceased estate and/or liquidator/business rescue practitioner of the Payer shall not be entitled to claim Repayment of the Loan Amount, or any portion thereof, until such a time as this Agreement is terminated in accordance with clauses 20 and 21 below and which claim shall be subject to and determined in accordance with the provisions of clause 22 below.

6.6 In the event of the death of the Life Right Holder and his or her surviving spouse prior to the Date of Occupation, the estate of the Life Right Holder(s) shall be entitled to claim repayment of the Deposit or any other amount paid towards the Loan Amount together with any interest earned thereon.

7. PHASED DEVELOPMENT OF SCHEME

7.1 The Life Right Holder by his/her/their signature hereto acknowledges that the Scheme will be developed in phases and neither the Life Right Holder nor the Payer shall in any manner either directly or indirectly interfere with the rights of the Developer and/or the Grantor to develop and complete any existing and/or further phases of the Scheme. The Developer and the Grantor shall, however, not be bound to proceed with any uncompleted/future phases of the Scheme.

7.2 The various phases of the Scheme currently envisaged by the Developer and the Grantor are depicted in the Site Layout (Annexure F), full copies of which plans shall be available for inspection at the offices of the Developer (indicated in item 1.4 of Annexure A) between the hours of 08h30 and 17h00 on Business Days.

7.3 The Life Right Holder hereby consents (where applicable) to the Developer preparing and submitting to the local authority for approval, additional and/or amended plans relating to the phased development of the Scheme and thereafter taking all necessary steps to construct such additional buildings and to apply for the approval and registration of the relevant plans relating thereto.

7.4 The Life Right Holder acknowledges and accepts that as the entire Scheme may not have been completed by the Date of Occupation, the Life Right Holder may suffer some inconvenience from building operations such as the temporary interruption of the supply of services, noise, dust and other nuisance factors. The Life Right Holder may not refuse to take occupation, to cancel or withdraw from this Agreement, claim damages from the Grantor and/or the Developer and/or the Association or institute interdict proceeding or any other legal proceedings as a result of any such inconvenience or nuisance factors caused by these building operations.

8. RIGHT TO MAKE ALTERATIONS

8.1 The Grantor intends to provide a Unit layout substantially in accordance with Annexure G hereto.

8.2 The Life Right Holder and the Payer (if applicable) agrees to a maximum variance of 5% (five per cent) in respect of the size of the Unit.

8.3 If the variance is greater than 5% (five percent) the Parties agree that the Loan Amount shall be reduced on a pro-rated basis, up to a maximum of a 10% (ten percent) variance in respect of the size of the Unit.

8.4 If the variance in respect of the size of the Unit exceeds 10% (ten percent), either Party is entitled to resile from the Agreement by giving written notice to that effect to the other Party within 30 (thirty) days of the Date of Occupation. In the event of either of the Parties electing to resile from the Agreement, both Parties will be restored to their respective positions as if the Agreement was never concluded, and neither Part having any claim against the other in respect of one of the parties exercising their rights in terms of this clause 8.4. In the event of no such notice is given by the Life Right Holder within the abovementioned timeframe, the Life Right Holder shall be deemed to have accepted the Unit as is, irrespective of the variance in size.

8.5 Any alterations or improvements made to the Unit shall not entitle the Life Right Holder (or its estate) and/or the Payer to any increase in the capital value of the Loan Amount or the Repayment due to the Life Right Holder and/or the Payer (as the case may be) per Annexure E.

9. VARIATIONS OF SPECIFICATIONS

9.1 The Unit has been or shall be built substantially in accordance with the Unit Floor Plan (Annexure G) and the Specifications and Schedule of Finishes (Annexure H).

9.2 Neither the Life Right Holder, nor any Tenant or person or firm employed by him shall carry out any work on the Unit without the prior written consent of the Grantor. The Life Right Holder agrees that any direct or indirect costs of such work will be for his account.

9.3 The Life Right Holder shall be entitled at its own expense in addition to the Loan Amount stipulated in terms of this Agreement to request that the Unit be completed with extras. For purposes of this clause "extras" means any variation, modification or addition to the Specification and Schedule of Finishes (Annexure H), as specifically listed and offered to the Life Right Holder by the Grantor prior to occupation. To this end it is specifically recorded and agreed that the Life Right Holder shall:

9.3.1 not be entitled to make any alteration to the Unit Floor Plan, unless the Grantor has consented thereto in writing (which consent shall be in the Grantor's sole discretion and the Grantor shall not be obliged to give such consent) and may be provided subject to certain conditions which will include the costs for such alterations, which costs will not be included or taken into account in the calculation of the Repayment;

9.3.2 not be entitled to request any omissions from, nor to any down-grade or change from the finishes recorded in the Specification and Schedule of Finishes (Annexure H). Should the Grantor make an exception and permit an omission, downgrade or change in the finishes, there shall be no credit to the account of the Life Right Holder in respect thereof; and

9.3.3 pay in full and upfront prior to the implementation of such extras and or changes to the finishes (i.e. upgrades).

9.4 If variations/alterations in respect of the Unit are requested by the Life Right Holder and accepted by the Grantor (in the Grantor's sole discretion and the Grantor shall not be obliged to grant such request), upon approval of the building plans by the local authority, the Life Right Holder shall (where applicable) sign such approved building plans upon request by the Grantor and such approved building plans shall, upon payment by the Life Right Holder of any applicable variation costs (specifically including the cost of preparation of the building plans and all related costs), supersede and replace the Unit Floor Plan (Annexure G) in its entirety.

10. MANAGEMENT OF THE SCHEME

10.1 The Management structure of the Scheme shall be as set out in the Constitution.

10.2 The Operator shall be appointed by the Grantor (to the extent applicable, in accordance with the provisions of the Constitution) to manage the affairs of the Scheme.

11. EXPENDITURE FOR CONTROL, MANAGEMENT AND ADMINISTRATION

11.1 An estimate, for a period of at least 3 (three) years in advance, of all expenditure for the control, management and administration of the Scheme and all services and facilities concerned is stipulated in Annexure C hereto.

11.2 The Housing Levy payable to the Grantor by all Life Right Holders of the Scheme (or their Payer/s where applicable) will be used to defray the expenditure as indicated in Annexure C. The Life Right Holders shall not be liable for any shortfall, which shall be borne by the Grantor in accordance with the provisions of the Constitution and this Agreement.

12. LEVIES AND OTHER CHARGES

12.1 Housing Levy

12.1.1 It is specifically recorded that:

12.1.1.1 the Housing Levy payable by the Life Right Holder in terms of this Agreement excludes charges for rates, taxes, water, sanitation, sewerage, refuse, electricity, gas, the POA Levy and any other charges imposed by the POA and/or local authority in respect of the Unit; and

12.1.1.2 the Life Right Holder shall with effect from the Date of Occupation pay such charges to the Grantor in monthly instalments or in such manner as is determined by the Grantor from time to time; and

12.1.1.3 the Life Right Holder shall be liable for the payment of water and electricity, which will be charged on a pre-paid basis, or in the event of it not being pre-paid it shall be calculated in accordance with the size of each Unit in relation to the size of all residential Units forming part of the Scheme.

12.1.2 The Life Right Holder undertakes and agrees to pay to the Grantor the Housing Levy which has been calculated for the financial year in which the Date of Occupation occurs, as detailed in Annexure D.

12.1.3 The Housing Levy payable by the Life Right Holder shall escalate on the 1st (first) Day of March each year, either in accordance with the average of the consumer price index (CPI) as published by Statistics South Africa or 6% (six percent), whichever is the greater. It is anticipated that as at 01 March annually the most recently published CPI figure would be that of December of the preceding year, and that such figure shall then be used as the percentage by which the Housing Levy payable by the Life Right Holder shall increase on 01 March of the relevant year.

12.1.4 The Housing Levy payable by the Life Right Holder shall commence with effect from the Date of Occupation and should the Date of Occupation not fall on the 1st (first) day of that month, then the Life Right Holder shall pay to the Grantor a pro-rated amount of the Housing Levy for that month.

12.2 Food Levy

12.2.1 The Life Right Holder undertakes and agrees to pay to the Grantor a monthly Food Levy with effect from the Date of Occupation in the amount as detailed in Annexure D.

12.2.2 The Food Levy payable by the Life Right Holder shall escalate on the 1st (first day of March each year, either in accordance with the average of the food price index (FPI) as published by Statistics South Africa. It is anticipated that as at 01 March annually the most recently published figure would be that of December of the preceding year and that such figure shall then be used as the percentage by which the Food Levy payable by the Life Right Holder shall increase on 01 March of the relevant year.

12.3 POA Levy

12.3.1 The Life Right Holder undertakes and agrees to pay to the Grantor a monthly POA Levy with effect from the Date of Occupation, in the amount as detailed in Annexure D.

12.3.2 The Grantor, being the registered owner of the Unit, shall in turn pay the POA Levy to the POA.

12.3.3 Increases in the POA Levy shall be as determined by the POA from time to time.

12.4 Levy Payments

12.4.1 The Levies as well as all other costs recoveries shall be payable monthly in advance by no later than the 1st (first) Day of each month and, and for purposes of such payments, the Life Right Holder or Payer (if applicable) shall sign a debit order authorising such payments as more fully detailed in item 4 of Annexure D.

12.4.2 The Life Right Holder and the Payer (where applicable) acknowledge that all arrear Levies and other arrear amounts shall attract interest on the outstanding amount as more fully detailed in item 3 of Annexure D.

12.4.3 Notwithstanding the above, the parties agree that the Levy payable in terms of this Agreement is contractually binding on the Life Right Holder or the Payer (where applicable) and no rebate shall be applicable.

13. FACILITIES

13.1 It is recorded that the Grantor intends to have the Community Centre and the Primary Healthcare Facility practically completed by completion of all the Units in Phase 1 of the Scheme.

13.2 The Kitchen Unit, the Laundry Unit and the Primary Health Care facility shall constitute privately owned Units in the Scheme and shall be operated on a commercial basis for the risk, benefit, profit and loss of the operator thereof, and shall be used in the provision of meals, laundry services and primary health care services to the Residents of the Scheme on a fee-for-service basis (where applicable and consumables.

13.3 The Primary Health Care Facility to be located within the Community Centre may be utilised by persons other than Residents of the Scheme with preferential access being afforded to the Residents of the Scheme, on a fee-for-service basis, by appointment, and subject to capacity/availability at the time primary health care services are required.

13.4 The Primary Health Care Facility shall be staffed by a Primary Health Care Nurse on weekdays and at such times as the Grantor may determine, to attend to the functions of the Primary Health Care Facility.

13.5 The Primary Health Care Nurse shall be provided with an office/consulting room that is equipped with all the necessary medical supplies to render certain basic nursing care as well as the necessary emergency medical equipment for use in case of medical emergencies (first aid).

13.6 The Primary Health Care Nurse shall carry out the functions as determined by the operator of the Primary Health Care Facility from time to time, which may include the following:

13.6.1 gathering of medical information (where the Residents' consent is obtained) in relation to the Resident to be monitored where necessary in order for medical information to be readily available in case of urgent medical issues.

13.6.2 liaison and rendering of advice and assistance with the Residents and families with regard to medical conditions and necessary hospitalisation;

13.6.3 liaison and rendering of advice and assistance with Residents and families with regard to medical conditions that point towards the need for long term admission to an appropriate medical facility;

13.6.4 primary health care (clinic) duties;

13.6.5 where necessary, arrange private home-based care for a Resident who lives on their own or is less mobile and requires assistance with daily activities. Such private home-based care shall be a separate service charge by and payable to the operator of the Primary Health Care Facility or such other service provider rendering these services ot the Resident. The Resident shall be liable for any additional costs arising from such home-based care.

13.6.6 certain basic medical services and tests, such as heart rate monitoring and blood pressure measurements and minor wound dressings. Note that the cost of consumables shall be for the Residents' direct account.

13.7 The Primary Health Care Facility shall have an observation room equipped with the necessary basic medical/first aid equipment.

13.8 The Operator will provide Residents with access to an emergency services call centre (linked to an on-site emergency notification system) and/or ambulance service, but the cost of use of such services will be for the relevant Resident's direct account.

13.9 In the event that the Life Right Holder (or the last survivor where there are two joint Life Right Holders) has been transferred to a hospital or other medical facility on a long term admission basis and the registered medical practitioner appointed by the Grantor (in consultation with the relevant Life Right Holder's independent registered medical practitioner is of the opinion that it is improbable that the Life Right Holder will be able to resume normal occupation and use of the Unit within 90 (ninety) days of the date of the transfer of to a hospital or other medical facility (whether voluntarily or in terms of clause 21.1.2 below), such transfer shall be deemed to be permanent OR where the Life Right Holder does not occupy the Unit for a period of 90 (ninety) days or more, the Life Right Holder shall be deemed to have permanently vacated the Unit due to ill health or infirmity.

13.10 At all times for the duration of this Agreement, or such further period as may be stipulated in terms hereof, the Life Right Holder shall remain liable to make payment of the Levies, despite any admission to a hospital or other medical facility as referred to in clause 21.1.2 below.

14. PROVISION OF MEDICAL CERTIFICATION

14.1 The Life Right Holder shall, prior to taking occupation of the Unit, and at the Life Right Holder's own expense:

14.1.1 furnish the Grantor with a certificate of health and fitness from a registered medical practitioner acceptable to the Operator confirming that the Life Right Holder is not infirm (either physically and/or mentally) and is able to care for himself/herself/themselves; and

14.1.2 the Life Right Holder shall complete a medical questionnaire (the content of which shall be treated as confidential, but may be shared with the Operator), the results of which must be acceptable to the Grantor in its sole discretion.

14.2 Notwithstanding the provisions contained in clause 14.1 above the Operator shall be entitled (in its sole discretion) to:

14.2.1 admit any person as a Life Right Holder, notwithstanding that such Life Right Holder may suffer from a degree of physical and/or mental infirmity; and

14.2.2 attach certain conditions to such admission.

14.3 It is agreed that should the Life Right Holder, in the opinion of the Grantor (in consultation with a registered independent medical practitioner of the Grantor's choice):

14.3.1 be unable to care for himself/herself/themselves at any time during the currency of this Agreement whilst in occupation of the Unit or become temporarily too ill or frail (either physically and/or mentally) and the home-based care and related services (available in terms of clause 13.6.5 above) cannot adequately provide for the care and well-being of the Life Right Holder; or

14.3.2 the Life Right Holder agrees that he/she/they is/are unable to care for himself/herself/themselves,

then the Grantor shall be entitled to arrange for relocation of the Life Right Holder to a care facility (i.e. a hospital or other medical facility) for such treatment as may be required, the costs of which will be for the Life Right Holder's direct account. To this end it is recorded that insofar as may be necessary and/or practical the Grantor shall consult with the Life Right Holder's medical practitioner and/or immediate family members (next of-kin).

14.4 During any period that the Life Right Holder may be accommodated in a hospital or other medical facility (as aforesaid), the Life Right Holder shall be liable for payment of any attendant charges of such hospital or other medical facility at the prescribed rates of such facility.

14.5 The Life Right Holder agrees that should the Life Right Holder not occupy the Unit for any of the reasons referred to in clause 14.3 above for a period exceeding 90 (ninety) days, the provisions of clause 21.1.2 below shall apply.

14.6 For purposes of determining whether the Life Right Holder is the too ill or frail (either physically and/or mentally) to continue to care for himself/herself/themselves and/or to be adequately cared for by way of home-based care and related services at the Scheme, the Life Right Holder hereby consents to medical assessments being conducted by registered medical practitioners appointed by the Operator, at the Life Right Holder's costs, as and when deemed necessary. To this end, the Life Right Holder also consents to the Operator sharing the Life Right Holder's available medical information/records with the said medical practitioners and sharing the outcome of such medical assessments with the Life Right Holder's immediate family members (if deemed necessary).

15. FINANCIAL STATUS AND AFFORDABILITY

15.1 The Life Right Holder shall, if required by the Operator, prior to taking occupation of the Unit (or earlier should this be required) or at any other time during the currency of this Agreement, at the Life Right Holder's own expense, furnish the Operator with:

15.1.1 a certificate of financial status from a registered financial advisor which shall be entirely acceptable to the Operator; and

15.1.2 any other documents (financial or otherwise) that may be required by the Operator.

15.2 The documents referred to in clauses 15.1.1 and 15.1.2 above are required to show that the Life Right Holder has sufficient financial means and/or resources and is financially capable of supporting himself/herself/themselves and has the necessary resources to cover all future costs, including but not necessarily limited to Levies and additional medical expenses for the duration of this Agreement, provided that the Operator, in its sole discretion, shall be entitled (but not obliged) to:

15.2.1 admit any person as a Life Right Holder, notwithstanding that the Life Right Holder's financial status certificate and/or other documents may not be completely satisfactory; and

15.2.2 attach certain conditions to such admission.

16. OBLIGATIONS OF LIFE RIGHT HOLDER

16.1 The Life Right Holder may neither voluntarily nor involuntarily (including upon insolvency) cede his/her rights nor assign or delegate his/her obligations in respect of the Life Right in respect of the Unit nor let or part with the occupation of the Unit other than in terms of this Agreement.

16.2 The Life Right Holder shall automatically upon issue of a Life Right Certificate to him/her/them become a member of the Association and remain a member for as long as this Agreement is in existence and agrees to observe, be bound by and adhere to the Constitution and Conduct Rules of the Scheme, and to the extent applicable the rules of the Estate, as may be in operation from time to time, and to ensure that the his/her/their Tenant as well as the their respective guests, visitors, invitees and contractors do likewise. Copies of the Constitution and Conduct Rules shall be available for inspection at the offices of the Grantor (indicated in item 1.1 of Annexure A), by appointment, between the hours of 08h30 and 17h00 on Business Days.

16.3 The Life Right Holder shall not do or permit to be done anything in the Unit which may cause a nuisance or disturbance to or in any way endanger any other Residents of the Scheme and/or occupants of the greater estate of which it forms part (if any) or endanger the latter.

16.4 The Life Right Holder may not, without the prior written consent of the Grantor, make alterations or additions to the Unit.

16.5 The Life Right Holder shall be responsible for the repair, upkeep, maintenance and/or decoration of the interior of the Unit including moving parts, but excluding structural maintenance. The Life Right Holder's responsibility includes (but is not necessarily limited to) all ceilings, all wall and floor coverings, all doors, windows, gates, heat pumps, solar photovoltaic systems, geysers, all cooking, heating, cooling, lighting, plumbing, air-conditioning installations (and any part of such doors, windows and installations including garage door installations) and any other fixtures, fittings, furnishing contained in the Unit.

16.6 The Grantor reserves the right at all reasonable times to inspect the interior of the Unit. If the Life Right Holder fails to care for, maintain or repair the interior of the Unit, and such failure persists for a period of 7 (seven) days after written notice to repair or maintain is given, the Managing Agent and/or the Grantor shall be entitled to carry out the necessary works and to recover all costs of doing so from the Life Right Holder. An invoice for such works issued by the Operator or by the Grantor shall constitute sufficient prima facie proof of such costs. The Life Right Holder shall be responsible for any additional or lost keys or remotes that apply to their Unit, the Scheme and/or the Estate.

16.7 In the event that the Life Right Holder elects to have an air-conditioning system installed in the Unit as an extra in terms of clause 9 above, the Life Right Holder shall be responsible for the repair, upkeep and maintenance of the air-conditioning system. Upon agreement between the Life Right Holder and the Grantor, the Grantor may repair and maintain the air-conditioning system on behalf of the Life Right Holder, subject to payment of a reasonable service fee (which amount shall be determined by the Grantor in its sole discretion) and actual costs incurred.

16.8 The Grantor has the right to insist that ongoing maintenance be conducted at the Unit, such maintenance shall continue to be provided and shall be for the Life Right Holder's account.

16.9 The Life Right Holder shall arrange for and timeously pay all charges in respect of the installation and monthly cost of any telephone, data, fibre or similar appliance or device installed or to be installed in the Unit. The Life Right Holder shall ensure that any telephone, data, fibre or similar service that is installed in the Unit is compatible and does not interfere with the integrity of any technology infrastructure at the Scheme.

16.10 The rights and obligations of the Life Right Holder in connection with the utilisation of the facilities and services available at the Scheme are more fully explained in the Constitution and the Conduct Rules.

17. OCCUPATION OF UNITS BY THIRD PARTIES

17.1 The Life Right Holder may, with the prior written consent of the Grantor, let or allow use and occupation of the Unit for the Life Right Holder's own benefit, subject to the following conditions:

17.1.1 The Life Right Holder shall be entitled to let or allow use and occupation of the Unit to any person/s approved by the Grantor in writing up until the expiration of 5 (five) years starting from the Date of Occupation (or such further period of time which the Grantor in its sole discretion consents to in writing), provided that the Unit is let to person/s who qualify/qualifies as a Life Right Holder in terms of this Agreement and who has/have been approved by the Grantor in writing.

17.1.2 No short-term leases (less than 6 months) shall be permitted.

17.1.3 The Life Right Holder shall lodge with the Grantor (who shall share a copy thereof with the Operator) a copy of the proposed standard lease or occupation agreement for approval as well as a written undertaking by such Tenant that he/she shall observe all Conduct Rules and any rules as may be in force from time to time.

17.1.4 It shall be a condition of any such lease or other agreement allowing use and occupation that such use and occupation shall be automatically terminated notwithstanding the period thereof, upon termination of occupancy of the Life Right Holder/s of the Unit referred to in clause 19 of this Agreement. The termination shall apply in the event of the death of the Life Right Holder and/or his or her surviving spouse within the period referred to in clause 6.1.1 above. Upon termination of occupancy of the Life Right Holder/s, the Tenant shall be given 60 (sixty) calendar days' notice to vacate the Unit.

17.1.5 The Grantor, in considering whether to agree to the proposed lease, may impose any such conditions as they deem fit.

17.1.6 The Grantor shall under no circumstances be deemed to have waived any of its rights against the Life Right Holder by granting its consent as aforementioned and, accordingly, the Life Right Holder shall remain liable to make payment of the Levies and all other costs and charges due and payable in terms of this Agreement and/or the Constitution as and when they fall due.

17.2 The Life Right Holder's right to a Housing Interest is personal in nature and may not be ceded, nor may his/her obligations be assigned to a third party.

17.3 Without limiting the generality of the aforegoing, each Life Right Holder who wishes to allow occupation of the Unit by a Tenant shall ensure that the prospective Tenant is "screened" by the Operator or such other service provider approved by the Grantor prior to such Tenant being allowed to occupy the Unit and the cost of which screening will be for the direct account of the Life Right Holder.

17.4 The Managing Agent or the rental agency shall advise the Life Right Holder within 48 (forty-eight) hours of submission of the request for screening of a Tenant the result of such screening. Should the result be negative, the Life Right Holder may not rent his/her Unit to such prospective Tenant or allow the occupant to occupy the Unit. However, such Life Right Holder shall have a right of appeal to the Grantor, whose decision shall be final and binding on the Life Right Holder.

17.5 Visitors shall be entitled to reside in the Unit together with the Life Right Holder(s) for a total of not more than 60 (sixty) days in any calendar year, subject to the prior approval of the Grantor, which approval shall not be unreasonably withheld.

18. COMPLIANCE WITH RETIRED PERSONS ACT

18.1 The Life Right Holder acknowledges that this Agreement, including its Annexures, is compliant with the provisions of the Retired Persons Act, and in particular acknowledges the provision of Annexure I hereto.

18.2 It is recorded that a maximum of 2 (two) children, being the legal children of the Life Right Holder/s, shall be entitled to reside in the Unit together with the Life Right Holder/s provided that the prior written consent of the Grantor is obtained, which consent may be withheld by the Grantor in its sole discretion, whose discretion shall be final and binding, and further provided that such approval shall automatically lapse upon termination of this Agreement.

19. INSURANCE

19.1 The Grantor insures the buildings comprising the Scheme for their replacement value, against loss resulting from fire and other such perils, as the Grantor may deem necessary.

19.2 The Life Right Holder shall:

19.2.1 not do or permit to be done anything which vitiates or invalidates such policy of insurance or which makes an insurance claim unenforceable, or which has the effect of increasing the premiums; and

19.2.2 solely and exclusively be at risk for all his/her property and personal effects, which may be in the said Unit and/or Scheme and shall at all times during the operation of this Agreement remain liable to insure all personal items and household property for his/her own account.

19.3 Should the Unit be damaged or destroyed by any peril then the Grantor undertakes to reinstate the Unit as soon as possible to its previous condition from the proceeds of any insurance claim successfully negotiated by the Grantor.

19.4 In the event that the Grantor's insurance covers any insurable event in respect of the Unit, the Life Right Holder, if it is proved that he/she or their guests, visitors, invitees, employees or contractors were by his/her/their negligence or intentional conduct, the cause of any injury or loss or damage to the Unit or to the Scheme, or to any other preson, then the Life Right Holder shall be liable to make payment of any excess payable which may become due and payable in respect of such insurance claim.

20. BREACH

20.1 Should the Life Right Holder commit any breach of this Agreement and fail to rectify the breach within 7 (seven) days of being called upon in writing to do so by the Grantor, the Grantor shall be entitled (in addition to and without prejudice to any other rights available in law):

20.1.1 to enforce this Agreement and recover from the Life Right Holder all outstanding amounts or claims and any such damages as it may be able to establish it has sustained as a result of the Life Right Holder's breach;

OR

20.1.2 where such breach –

20.1.2.1 is prior to the Date of Occupation;
and

20.1.2.2 comprises a failure on the part of the Life Right Holder or Payer (where applicable) to pay the Loan Amount (or any portion thereof);
or

20.1.2.3 is a material breach which goes to the root of the Agreement and is not capable of being remedied by a suitable claim for damages,

cancel this Agreement and at the election of the Grantor to (i) retain as liquidated damages all monies paid by the Life Right Holder and/or Payer under this Agreement up to a maximum of 20% (twenty percent) of the Repayment OR (ii) retain all monies paid by the Life Right Holder and/or the Payer on account of the damages suffered by the Grantor and once the Grantor has quantified its damages, such monies shall be paid to the Grantor on account of such damages.

21. TERMINATION

21.1 This Agreement, and accordingly the Life Right Holder's Life Right in respect of the Unit shall terminate automatically upon:

21.1.1 the death of the Life Right Holder if a single occupant is a party to this Agreement, alternatively upon the death of the survivor of the joint occupants where two occupants are party to this Agreement; or

21.1.2 the exercise of the Grantor's discretion to do so if the Life Right Holder or last survivor of them (as the case may be) is no longer capable of residing in the Unit due to sickness or medical condition (physical or mental) and an independent medical practitioner appointed by the Grantor (in consultation with the Life Right Holder's registered medical practitioner, if applicable), has certified that:

21.1.2.1 the Life Right Holder should be permanently transferred to a hospital, frail-care, memory-care, mental-care facility, hospice or other medical facility or institution and that it is in the interest of the Life Right Holder's health and/or well-being to do so; OR

21.1.2.2 that it is medically improbable that the Life Right Holder will be able to resume normal occupancy of the Unit after vacating the Unit for a period of 90 (ninety) days or more due to ill health or infirmity (physical or mental); OR

21.1.2.3 having considered all medical care options available to the Life Right Holder (including the appointment by the Life Right Holder of a full-time or part-time live-in carer), the adverse risk to the health and/or wellbeing of the Life Right Holder or to the health and/or well-being of other Residents Scheme, is too serious for the Life Right Holder to continue occupation of the Unit;

21.1.3 an order of a competent Court to that effect; or

21.1.4 the expiry of 3 (three) calendar months' written notice given by the Life Right Holder to the Grantor, which notice shall be in a format acceptable to the Grantor; or

21.1.5 the expiry of notice of termination of this Agreement given by the Grantor, at the instance of the Operator, to the Life Right Holder (the length of which notice period shall be as the Grantor may deem appropriate having due regard to the circumstances), including where the Life Right Holder continually fails to observe the Constitution, Conduct Rules, POA's constitution and/or other rules or regulations applicable to the Scheme from time to time, to the extent that the Operator (in its discretion) are of the opinion that the ongoing conduct of the Life Right Holder or that of his/her Tenant (including their respective guests, visitors, invitees, employees or contractors) is such that it is inconsistent with an intention on the part of the Life Right Holder to comply with the provisions of the Agreement, the constitutions and rules, or where the Life Right Holder is a disruption and/or disturbance and/or danger to other occupants of the Scheme; or

21.1.6 where the Grantor has lawfully cancelled this Agreement on account of the breach of contract by the Life Right Holder and/or the Payer in terms of clause 20 above, provided that the Grantor shall be entitled to claim the Levies and charges payable in terms of this Agreement and/or in terms of the provisions of the Constitution, until the earlier of (i) such time as the next Life Right Holder occupies the Unit and makes payment to the Grantor of the agreed Loan Amount, or (ii) expiry of a period of 6 (six) calendar months from the date of termination.

21.2 The Unit shall be vacated within 60 (sixty) calendar days from the date of termination of this Agreement or such alternative notice period as provided for in the provisions of this Agreement and the Unit shall be restored to the Grantor in substantially the same condition as it was received as at the Date of Occupation, fair wear and tear alone excepted.

22. REPAYMENT

22.1 Upon termination of this Agreement, the Grantor undertakes to market the Life Right in respect of the Unit on such terms and conditions as it may in its sole discretion determine.

22.2 The amount that becomes payable to the Life Right Holder (or, unless otherwise specified, the last survivor in the event of joint Life Rights Holders) and/or to the Payer (as the case may be) after termination of this agreement and accordingly the Life Right Holder's Life Right, shall be calculated in accordance with Annexure E hereto.

22.3 Notwithstanding the termination of this Agreement by either party, the provisions of this clause 22 shall remain in effect.

23. ADDRESS FOR NOTICES AND SERVICE & DELIVERY OF DOCUMENTS

23.1 The Parties hereby choose their respective physical addresses and email addresses, as stipulated in item 1 of Annexure A, for the service of all written notices and delivery of legal documents and/or legal process for all purposes under this Agreement, provided that either Party shall be entitled to, from time to time, change their physical address and/or email address by written notice to the other Party, provided that such new physical address is in the Republic of South Africa.

23.2 Unless the contrary is proved, any notice given, document delivered and/or legal process served in terms of this Agreement shall be in writing and shall:

23.2.1 if delivered by hand or by courier be deemed to have been duly received by the addressee on the date and at the time of delivery;

23.2.2 if given by email be deemed to have been received on the first Business Day after transmission.

23.3 Notwithstanding anything to the contrary herein contained a written notice, communication and/or legal document actually received by a Party shall be adequate written notice or communication to or service on that Party notwithstanding that it was sent via email and/or not sent to or delivered at its chosen physical address.

24. JURISDICTION

The Life Right Holder and the Payer (where applicable) hereby consents, in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944, or any amendment thereof, to the Grantor taking any legal proceedings for enforcing any of its rights hereunder and/or for recovery of any monies claimable under this Agreement, or otherwise, through mediation and arbitration or alternatively in the Magistrate's Court in any district having jurisdiction in respect of the Life Right Holder and/or the Payer (where applicable) by virtue of Section 28(1) of the aforesaid Act or any similar provision hereunder substituted therefor. This shall not preclude the Grantor from seeking any relief via the High Court in which event the Grantor shall be entitled to claim legal costs against the Life Right Holder and/or the Payer (where applicable) at the relevant High Court tariff.

25. DISPUTE RESOLUTION

25.1 Without prejudice to the Parties' rights under clause 20 above any dispute, question or difference arising at any time between the Parties to this Agreement:

25.1.1 regarding any matters arising out of or in connection with this Agreement; or

25.1.2 the rights and duties of any of the Parties hereto; or

25.1.3 the interpretation of this Agreement; or

25.1.4 the termination of this Agreement; or

25.1.5 any matter arising out of the termination of this Agreement; or

25.1.6 the rectification of this Agreement,

the Parties shall first meet and attempt to resolve the dispute within 7 (seven) days from the date of the written invitation and exhaust all mediation remedies available.

25.2 If the Parties are unable to resolve the dispute by negotiation, and mediation being unsuccessful, either Party may elect to either proceed with arbitration to be dealt with in accordance with the Uniform Rules of Court made in terms of the Supreme Court Act, 59 of 1959 ("the Supreme Court Act") (as more fully detailed below) or refer the dispute to the CSOS provided however that:

25.2.1 the dispute falls within the ambit of section 39 of the CSOS Act 9/2011; and

25.2.2 all matters falling outside the ambit of section 39 of the CSOS Act 9/2011 shall be submitted to and decided by arbitration (as more fully detailed below) on notice given by either Party to the other Party in terms of this clause 25.

25.3 Either Party may declare a dispute by giving written notice (in terms of clause 23 above) to the other Party to that effect.

25.4 In the event of the matter being dealt with by way of arbitration, the following shall apply:

25.4.1 There will be 1 (one) arbitrator who will be a practising member of the local Bar Council of not less than 15 (fifteen) years standing, appointed by agreement between the Parties to the dispute, subject to clause 25.4.2 below.

25.4.2 Should the Parties to the dispute fail to agree on an arbitrator within 14 (fourteen) days after matter being referred to arbitration, the arbitrator shall be appointed by the chairperson of the Cape Bar Council at the request of either Party to the dispute.

25.4.3 The arbitration shall, unless otherwise provided for herein or agreed between the Parties in writing, be held in English and at Cape Town, with only the legal and other representatives of the Parties to the dispute present thereat, in accordance with the provisions of the Supreme Court Act, the Uniform Rules, the practice directives of the Western Cape Division (Cape Town) of the High Court of South Africa, and otherwise (where required and/or necessary) in accordance with the provisions of the Arbitration Act No. 42 of 1965 ("**Arbitration Act**").

25.4.4 The decision of the arbitrator, including any order as to the costs of the arbitration shall, save for a manifest error, be final and binding on the Parties and may be made an order of the court referred to in clause 25.4.5 below at the instance of any of the Parties to the dispute.

25.4.5 Each of the Parties hereby submits itself to the extent legally permissible to the jurisdiction of the Western Cape Division (Cape Town) of the High Court of South Africa.

25.5 Save to the extent provided for in clause 25.2 above, this clause 25 shall constitute each Party's irrevocable consent to the mediation and arbitration proceedings and neither Party shall be entitled to withdraw therefrom or to claim at such mediation and/or arbitration proceedings that it is not bound by this clause 25.

25.6 This clause 25 is severable from the rest of the Agreement and shall therefore remain in effect even if this Agreement is terminated.

25.7 The Parties agree to keep the arbitration including the subject matter of the mediation and the arbitration (including but not limited to the evidence heard during the arbitration) confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.

25.8 The provisions of this clause 25 shall not prevent any Party from obtaining interim/urgent relief from a court of competent jurisdiction.

26. JOINT LIFE RIGHT HOLDERS

Joint Life Right Holders of the Unit shall be jointly and severally liable for all obligations of the Life Right Holder under this Agreement and any reference herein to the Life Right Holder shall be a reference to each such joint Life Right Holder.

27. WAIVER AND INDEMNITY

27.1 Neither the Grantor nor the Operator or the Association (including their respective directors, representatives, employees, agents and contractors) shall be responsible for any damage which the Life Right Holder, Tenant, and/or his/her/their respective visitors, employees or guests may suffer as a result of personal injury (fatal or otherwise) loss or damage to property, regardless of whether such personal injury, loss or damage was caused by the condition of the Unit or Scheme itself and/or any improvements thereon or equipment or appliance therein or by the conduct of any person in the service of the Grantor and/or the Operator and/or the Association, save in the event of gross negligence or wilful misconduct on the part of the Grantor and/or the Operator and/or the Association and/or persons for whose actions they are vicariously liable.

27.2 The Life Right Holder hereby indemnifies the Grantor and the Operator (including their respective directors, representatives employees, agents and contractors) against any claim which the Life Right Holder, Nominated Occupant and/or his/her/their respective visitors, employees or guests may lodge against any of them on the basis of personal injury (whether fatal or otherwise), loss or damage to property, regardless of whether such personal injury, loss or damage were caused by the condition of the Scheme or Unit and any improvements thereon or equipment or appliance therein or by the conduct of any person in the service of the Grantor and/or the Operator and/or the Association, save in the event of gross negligence or wilful misconduct on the part of the Grantor and/or the Operator and/or the Association.

28. NON-WAIVER & INDULGENCES

No concession or any other indulgence which may be granted by the Grantor to the Life Right Holder, whether in respect of time for payment or otherwise, in regard to the terms and conditions of this Agreement, shall be deemed to be a waiver or estoppels of or affect, prejudice or derogate from the rights of the Grantor under this Agreement.

29. WHOLE AGREEMENT

29.1 This document together with all annexures to it shall constitute the sole memorial of the Agreement between the Parties and novates all previous agreements, if any.

29.2 No variation or consensual cancellation of, or amendment to, this Agreement shall be binding on the Parties unless reduced to writing and signed by them or their duly authorised agents.

29.3 This Agreement shall take precedence over any marketing brochures or advertisements of the Scheme and/or the Unit and shall, once concluded, be binding as between the Parties.

30. COSTS

30.1 The Grantor shall bear the costs of the preparation of this Agreement.

30.2 The Life Right Holder or the Payer (as the case may be) shall be liable for the Grantor's Attorneys costs, which costs shall be fair and reasonable and in line with the Law Society Tariff and are payable to the Grantor's Attorney on request. The Life Right Holder agrees that the Grantor's Attorneys may deduct the abovementioned costs from the interest that is earned on the monies invested in the name of the Life Right Holder by the Grantor's Attorneys. The Parties record that the Grantor's Attorney holds the securities pertaining to Scheme and the land upon which it is being developed and, for purposes of expediency and compliance with the requirements of the transfer process, are appointed herein for the benefit of both parties at a competitive commercial rate.

31. COMMISSION

31.1 The Parties record that the property practitioner (agent) whose details appear at item 7 of Annexure A was the effective cause of this Agreement.

31.2 In the event of this Agreement being cancelled or terminated on account of breach by the Life Right Holder and/or Payer, the Life Right Holder and/or the Payer (where applicable) shall be liable to the Property Practitioner for commission calculated at the rate of 5% (five percent) plus VAT of the Loan Amount, which commission shall be deducted from the deposit paid by the Life Right Holder and/or the Payer (as the case may be), or if no such deposit has been paid prior to termination, the Life Right Holder and the Payer (if applicable) shall pay the commission to the Property Practitioner on demand.

32. SEVERABILITY

Each clause in this Agreement is severable, the one from the other and in the event that one or more of these clauses are found to be invalid and/or unenforceable, that clause(s) shall not affect the validity and enforceability of all other provisions of this Agreement.

33. DIRECT MARKETING & CONSUMER PROTECTION ACT

Should the provisions of the Consumer Protection Act, 68 of 2008 apply to this Agreement and conclusion of this Agreement be the result of direct marketing, the Life Right Holder is hereby reminded of his/her/their right to cancel this Agreement within a period of 5 (five) Business Days from the Signature Date.

34. SPECIAL CONDITIONS (APPLICABLE ONLY TO UNITS STILL TO BE CONSTRUCTED)

34.1 It is specifically recorded and agreed that the conditions contained in this clause 34 are applicable only to units which are still to be constructed within the Scheme.

34.2 The Life Right Holder acknowledges that the development of the Scheme or the phase of the Scheme in which the Unit will be situate (as the case may be), shall be subject to:

34.2.1 an application for planning approvals by the Grantor being approved by the relevant authorities; and

34.2.2 the securing of development finance on terms and conditions acceptable to the Grantor in its sole discretion; and

34.2.3 a favourable response, as determined in the Grantor's sole discretion, by the purchasing public to the advertising and marketing campaign launch.

34.3 It is specifically agreed that this Agreement is further subject to and conditional upon the Grantor resolving to implement the Scheme or the phase of the Scheme in which the Unit will be situate (as the case may be). If the Grantor or it's agent fails to notify the Life Right Holder in writing, by the date stated in item 6 of Annexure A, of its decision not to implement the development of the Scheme or the phase of the Scheme in which the Unit will be situate (as the case may be) (**"the Implementation Date**"), then the Grantor shall be deemed to have committed itself to the development thereof and this Agreement shall be binding in all respects.

34.4 The Grantor may unilaterally, and upon written notice to the Life Right Holder, extend the date by which it resolves to implement the Scheme or the phase of the Scheme in which the Unit will be situate (as the case may be), in which case the extended date shall be substituted for the date recorded in clause 34.3 above.

34.5 The Grantor also reserves the right to redesign the Unit if they deem it necessary in accordance with the conditions of approval by the relevant Local Authority.

34.6 If the Grantor elects not to proceed with the implementation of the Scheme or phase of the Scheme in which the Unit will be situate (as the case may be) then, and upon refund to the Life Right Holder of the amount paid in terms of item 5.1 of Annexure A, together with any interest accrued thereon, and/or return to the Life Right Holder of any guarantees in lieu of such payment, the Parties reciprocally acknowledge that they shall have no further claim (the one against the other) arising from this Agreement. The Grantor shall, however, at any stage prior to the Implementation Date be entitled (but not obliged) to inform the Life Right Holder that this condition has been fulfilled.

34.7 This Agreement is suspensive and conditional upon the fulfilment of the provisions contained in clause 34.2 above. Accordingly, upon non-fulfilment of any of such suspensive conditions, this Agreement shall lapse and shall be of no force and effect and the Life Right Holder shall not have a claim of any nature whatsoever against the Grantor as a result thereof.

35. FICA REQUIREMENTS

The Life Right Holder and the Payer shall forthwith on signature of this Agreement by him/her/them provide to the Grantor, Property Practitioner and Grantor's Attorneys those documents which they are by law obliged to obtain from the Life Right Holder and the Payer, and which the Life Right Holder and the Payer are by law obliged to provide to them in terms of Financial Intelligence Centre Act 31 of 2001 ("**FICA**"), together with any other documents the Grantor, Property Practitioner and/or Grantor's Attorneys may reasonably require, as more fully detailed in Annexure L hereto.

36. PERSONAL INFORMATION

36.1 The Life Right Holder and the Payer hereby:

36.1.1 warrant that his/her/their Personal information contained in this Agreement or otherwise provided by him/her/them is true, correct and up to date as at the Signature Date and undertake to inform the Grantor and the Operator without delay as and when his/her/their Personal Information changes;

36.1.2 consent to his/her/their Personal Information – whether contained in this Agreement or otherwise provided by the Life Right Holder and/or the Payer (as the case may be) from time to time, and/or lawfully obtained by the Grantor and/or the Operator – being processed, used and stored by the Grantor and/or the Operator for purposes of: -

36.1.2.1 maintaining a record of Life Right Holders and Payers;

36.1.2.2 providing access to the Village as well as related services and facilities available thereat to the Life Right Holder;

36.1.2.3 communicating with him/her/them in relation to all matters pertaining to this Agreement and the Village (including but not limited to security, maintenance, activities, clubs, events, services, etc.); and

36.1.2.4 any other lawful purpose as envisaged in POPIA and/or other legislation from time to time;

36.1.3 consent and agree to the Grantor and the Operator:

36.1.3.1 contacting his/her/their immediate family members and/or next of kin and/or medical practitioner(s) in cases of emergency (medical or otherwise), where there is concern over the Life Right Holder's wellbeing or when the Life Right Holder appears to be unreachable. To this end the Life Right Holder confirms that, to the extent necessary and/or as required by law, he/she/they have obtained the necessary consent from his/her/their immediate family members and next of kin to provide their Personal Information to the Grantor and the Operator;

36.1.3.2 sharing his/her/their Personal Information with:

36.1.3.2.1.1 emergency, medical and other service providers, his/her/their immediate family members and next of kin, insofar as it is deemed necessary for procuring medical attention when required (including in cases of emergency or where there is concern over the Life Right Holder's wellbeing) and for the provision of agreed services (medical or otherwise) and/or

36.1.3.2.1.2 other third parties (including law enforcement agencies and government departments) to the extent necessary and/or required by law from time to time;

36.1.4 acknowledge that he/she/they will have no claim against the Grantor and/or the Operator arising out of or in connection with his/her/their Personal Information being shared as envisaged in this clause 36, for any lawful purpose and/or as otherwise required by law;

36.1.5 agree to the storing of his/her/their Personal Information for statistical purposes for a period of 10 (ten) years after the date of termination (for whatever reason) of this Agreement or for such additional/longer period as may be required by law, and thereafter indefinitely provided that the data has been sufficiently de-identified.

36.2 For purposes of this clause 36 reference to the Grantor and the Operator shall in each case be deemed to include a reference to its respective associated entities, directors, designated employees and service providers, from each of whom the Grantor and/or the Operator (as the case may be) will obtain the necessary undertaking to comply with the confidentiality provisions of POPIA before sharing the Life Right Holder's Personal Information with them.

37. INDEPENDENT ADVICE & FAIRNESS

37.1 The Life Right Holder hereby acknowledges that he/she/they has/have been free (at his/her/their own cost) to secure independent legal, tax, financial, estate planning and/or other advice as to the nature and effect of all of the provisions and aspects of this Agreement and that he/she/they has/have either taken such independent advice or voluntarily dispensed with the necessity of doing so.

37.2 The Parties hereby acknowledge that all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in the circumstances and are part of their overall intention in connection with the Agreement.

38. SIGNATURE

38.1 This Agreement may be executed in counterparts, all of which when read together shall constitute one and the same instrument. A scanned copy shall constitute a valid counterpart for all purposes hereunder.

38.2 Any reference herein to "executed" or "signed" by a Party or Parties shall specifically mean a signature executed by hand with a pen without any electronic process or intervention (**i.e. wet ink signature**) and shall exclude all forms of electronic signatures as defined and/or envisaged in the Electronic Communications and Transactions Act 25/2002.

SIGNED at _____(place) _____(date)

As witness:

Signature: _____

Print name: _____

For and on behalf of the **LIFE RIGHT HOLDER**

1. Signature: _____

Print name: _____

2. Signature: _____

Print name: _____

SIGNED at _____(place) _____(date)

As witness:

Signature: _____

Print name: _____

For and on behalf of the **PAYER**

1. Signature: _____

Print name: _____
who warrants that he/she is duly authorised

2. Signature: _____

Print name: _____
who warrants that he/she is duly authorised

SIGNED at _____(place) _____(date)

As witness:

Signature: _____

Print name: _____

For and on behalf of the **GRANTOR**

Signature: _____

Print name: _____
who warrants that he/she is duly authorised