

THE RUBIK - TERMS AND CONDITIONS BINDING ON ALL PARTIES RESERVING A SECTION

1. Reservation Agreement

If you wish to reserve a Section (defined below) in the development known as THE RUBIK and as described at the website link www.therubik.co.za (the "Development"), you hereby agree to be bound by these terms and conditions contained herein by selecting, clicking and accepting the terms and conditions on The Rubik website and by clicking "Book Unit" on the relevant page relevant to the aforementioned development (www.therubik.co.za).

2. Definitions

- 2.1. **"the Attorneys"** means the attorneys nominated by The Rubik from time to time;
- 2.2. **"Initial Deposit"** means R10 000.00 (ten thousand Rand);
- 2.3. **"Paymaster"** means the third-party paymaster which will receive and pay the Initial Deposit into our trust account, such third-party paymaster currently being PayFast;
- 2.4. **"Section"** means a sectional title unit or an erf or an erf together with a building contract which will form part of the relevant Development;
- 2.5. **"you/yourself"** means the person, or entity who wishes to reserve a Section in a Development and who has completed the relevant information required on the Website to complete the reservation;
- 2.6. **"we/us/our/ourselves"** means CRH INVESTMENTS PTY (LTD) 1946/021713/07 acting as agent on behalf of THE RUBIK CO-OWNERSHIP and THE RUBIK CO-OWNERSHIP consisting of; ABLAND PROPRIETARY LIMITED 1996/01351/07 & CRH INVESTMENTS PROPRIETARY LIMITED 1946/021713/07 & LIGHTSIDE INVESTMENTS PROPRIETARY LIMITED 2000/016535/07 & 19 ON LOOP PROPERTY HOLDINGS PROPRIETARY LIMITED 2018/032032/07;
- 2.7. **"Website"** means The Rubik website, found at www.therubik.co.za.

3. Reservation of a Section

- 3.1. If you wish to reserve a Section, please complete the information on our Website on the reservation page, which information will include the Section you wish to reserve.

Part A: Reservation of a Section by paying an Initial Deposit

If you are reserving a Section by paying an Initial Deposit:

- 3.2. You confirm that the reservation will only come into effect once you have paid the Initial Deposit to the Paymaster.
- 3.3. **The Paymaster will pay the Initial Deposit to us in accordance with their standard payment practices. Upon using the Paymaster you agree to be bound by their end user agreement as available on their website and you confirm that you are aware and accept that until the Paymaster physically pays the Initial Deposit to us that such monies will not constitute trust monies and will not be held by us in trust.**
- 3.4. Upon payment of the Initial Deposit a deed of sale for the Section will be sent to you. Provided that you complete, initial and sign the deed of sale in the correct manner and return the same to us or the Attorneys, within 7 (seven) business days of the transmission of the deed of sale by us or the Attorneys to you, we will accept such offer, which offer will then become the binding agreement between yourself and ourselves subject to the fulfilment of all the suspensive and resolutive conditions contained therein. It is emphasised that the reservation of a Section in terms of this agreement does not constitute a sale and it is only once the deed of sale as transmitted to you has been accepted and signed that an agreement will come into operation. Such agreement will govern the relationship between us and yourself in regard to the purchase of the Section.

- 3.5. You confirm that you are aware that the Initial Deposit will not be invested until the FICA documents and the necessary signed investment forms have been received by the Attorneys and a binding deed of sale has been signed by both parties; OR

Part B: Reservation of a Section by submitting a bond application

If you are reserving a Section by having a bond application submitted in your name:

- 3.6. You must electronically sign the agreement of sale on our Website and hereby agree that we may submit such agreement of sale to a bond originator for the purposes of obtaining loan approvals for the purchase of the Section upon the security of a mortgage bond.

4. Reservation Procedure and Conditions

You must if reserving a Section:

- 4.1. Click and accept the terms and conditions as set out on the relevant reservation page of the Website;
- 4.2. Complete the form on our Website correctly setting out the relevant information;

Part A: Reservation of a Section by paying an Initial Deposit

If you are reserving a Section by paying an Initial Deposit:

- 4.3. The reservation will only take effect once the Initial Deposit has been received by the Attorneys.
- 4.4. You must pay the Initial Deposit to the Paymaster and send proof of payment within 24 hours to residential@therubik.co.za;
- 4.5. You must provide us with the relevant documents required in terms of the Financial Intelligence Centre Act 38 of 2001 (as amended) ("FICA") as specified by us as soon as the same is requested by us;
- 4.6. You must complete, initial and sign the deed of sale which will be forwarded to you and ensure that the same is received by the Attorneys or ourselves within 7 (seven) business days of such offer being sent to you.
- 4.7. If the proof of payment has not been sent to us within the time period specified above or you have not completed, initialled, signed and returned the deed of sale to us, duly signed and completed in a manner acceptable to the Attorneys, within the time period specified above, or you breach these terms and conditions in any way whatsoever, or if we are not satisfied with your credit rating, we shall be entitled, by giving you written notice, to cancel the reservation of the Section, in which event the reservation of the Section will no longer be secured for you and any other person/s may reserve such Section.
- 4.8. If you have reserved the Section as a result of direct marketing by us, you may in such instance cancel this agreement during your cooling off period, being a period of five business days from the date of making the reservation on our Website and accepting the terms and conditions therein.
- 4.9. Upon valid cancellation of the reservation by either you or us, we shall ensure that the Initial Deposit (if already paid) is repaid to you within 10 (ten) business days after such cancellation or within 10 (ten) business days after the necessary FICA documents have been submitted to the Attorneys and proof of your banking details have been provided and you have taken all such other steps as may be required by the Attorneys to refund the Initial Deposit to you (whichever is the later date), it being recorded that the Attorneys will not deal with such monies until such time as the FICA documents have been received by them.

Part B: Reservation of a Section by submitting a bond application

If you are reserving a Section by having a bond application submitted in your name:

- 4.10. The reservation of the Section will only take place once you have electronically signed the agreement of sale on the Website, returned the same to us and a loan application has been submitted by us on your behalf to a bond originator;
- 4.11. You must complete, initial and sign the full deed of sale which will be forwarded to you after you have received a quotation from a registered South African Bank and have accepted the same and ensure that such deed of sale is received by the Attorneys or ourselves within 7 (seven) business days of such offer being sent to you;
- 4.12. You must provide us or the Attorneys with the relevant documents required in terms of the Financial Intelligence Centre Act 38 of 2001 (as amended) ("FICA") as specified by us or the Attorneys as soon as the same is requested by us or the Attorneys;
- 4.13. If you have not completed, initialled, signed and returned to us the deed of sale referred to in clause 4.11, in a manner acceptable to the Attorneys, within the time period specified above, or you breach these terms and conditions in any way whatsoever, or if we are not satisfied with your credit rating, we shall be entitled, by giving you written notice, to cancel the reservation of the Section, in which event the reservation of the Section will no longer be secured for you and any other person/s may reserve or purchase such Section.
- 4.14. If you have reserved the Section as a result of direct marketing by us, you may in such instance cancel this agreement during your cooling off period, being a period of five business days from the date of making the purchase on our Website and accepting the terms and conditions therein.

5. Permission to check my credit record

You hereby give us the right to check your credit record. If we are not satisfied with such credit record, we shall not be obliged to accept any deed of sale which is submitted or returned to us and we may cancel this reservation or sale.

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

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

7. Indemnity and Waiver

You hereby indemnify us against any claim which may arise out of the use of our Website for whatsoever reason including but not limited to the fact that the integrity of this Website is breached in any way whatsoever or as a result of any viruses, time-locks, bombs, trojans or other harmful mechanisms being transmitted through this Website and/or as a result of using this Website and specifically waive all and each claim which you may have against us arising out of or relating to the use of this Website whether arising out of any of the reasons set out above

or otherwise or at all. You specifically agree that at no stage shall we or any of our agents, employees, directors or any person involved with this Website be liable for any damages, costs, expenses, losses of any nature or any claim whatsoever connected to your use of this Website or any operation relating to this Website or any inability to use this Website or in any way related to this Website.

8. Jurisdiction

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

9. Severability

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

10. General

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