

Terms and Conditions - Securing Arrangement

1. Purpose of this Agreement:

This Securing Arrangement ("SA") allows a potential buyer ("Buyer") to secure a property which the Seller is selling ("Unit") until the SA is Terminated.

Cancellation of the SA ("Cancellation") can occur:

- 1.1 If either party wishes to cancel this SA by providing 5 calendar days' notice to the other via e-mail; or
- 1.2 With immediate effect by either party providing a cancellation email to the other, should it be found that this SA or part of it is invalid, erroneously drafted, or not compliant with any legislation;

Whereby in either case the securing deposit will be refunded to the Buyer (subject to valid FICA compliance) and neither party shall have any claims against the other in cancellation of the SA.

2. Completing the Securing Arrangement:

In order to validate this Securing Arrangement the Buyer is required to discuss the Unit they wish to secure with the seller or its representative ("Seller"). At this point the Seller will direct the Buyer to the Sellers website with a password allowing the Buyer to access the online portal whereby the Buyer will be required to fill in and accept the online form ("OF"). The SA is valid ("Valid") once:

- 2.1 The buyer clicks "Accept and Proceed" on the OF meaning the buyer has:
 - 2.1.1 Reviewed and accepts the details of the development, Unit and price;
 - 2.1.2 Filled in the individual or entity purchasing the Unit correctly;
 - 2.1.3 Filled in the E-Mail and cell phone number correctly;
 - 2.1.4 Read these terms and conditions;
 - 2.1.5 Understood that a deposit of R10,000 is payable to the Sellers Conveyancer ("Conveyancer");
 - 2.1.6 Understood that FICA documentation is required for the Conveyancer to invest or refund the deposit, as the case may be; and
- 2.2 The Seller confirms receipt and acceptance of the OF and provides the Buyer with the conveyancers banking details and FICA requirements; and
- 2.3 The Buyer provides simultaneously:
 - 2.3.1 FICA documents for the paying individual or entity; and
 - 2.3.2 Proof of payment of R10,000 into the Conveyancers trust account, within 3 business days of receiving the information in 2.2 above from the Seller.

3 Securing Arrangement Timeframes

Once the SA has been validly executed as per 2 above, the Seller will not sell the Unit to another Purchaser, or secure the Unit to another Buyer whilst the SA is Valid. The Seller will be able to sell the Unit to another Purchaser, or secure the Unit to another Buyer if this SA is Terminated.

4 Termination of the Securing Arrangement

The SA will be terminated ("Terminated") if it is subject to Cancellation as per clause 1, or as per clauses 6 or 7 or if the SA expires ("Expires") as follows:

This SA Expires on the earlier of the following:

4.1 7 Regular Days from the date this SA is Valid; or

4.2 Immediately upon Finalisation of the Sellers standard Offer to Purchase ("OTP").

When this SA is Terminated the securing deposit will be refunded to the Buyer (subject to valid FICA compliance by the Buyer) unless the Finalisation of the OTP has occurred, and neither party shall have any claims against the other in Cancellation of the SA or if the SA Expires or is Terminated.

A Regular Day is defined as any day which the Buyer is allowed under South African Law to view the Unit ("Regular Day"). It is noted that during the South African Lockdown due to the Coronavirus, the Buyer is not allowed to view the Unit.

5 Finalisation of the Sellers Standard Offer to Purchase

In order to complete the purchase of the Unit, the Buyer will need to submit a signed copy of the Sellers standard OTP to the Seller before the SA Expires, and the Seller is to accept the OTP by countersigning it, which will then conclude the sale of the Unit to the Buyer ("Finalisation"), who then becomes the Purchaser in accordance with the OTP. The Buyer may nominate another Purchaser under the OTP. The Securing Deposit paid under this arrangement will immediately be allocated to the deposit under the OTP.

The Seller, at its sole discretion, is not obliged to accept the OTP submitted by the Buyer.

6 Breach

Should either party breach the terms of this SA, then upon the other party providing written notification of such breach, this SA will immediately be Terminated, the securing deposit refunded to the Buyer (subject to FICA compliance) and neither party shall have any claim against the other and each party will return to its status quo ante.

7 Dispute

Should any dispute arise as to the validity or fairness of this SA or should either party find that the other party did not act in good faith then this SA will immediately be Terminated.

8 Offer to Purchase

Should the Buyer proceed to Finalisation, this SA and the contents hereof will be null and void and the OTP will dictate the relationship between the parties, save only for the deposit paid under this SA being allocated to the deposit under the OTP.

9 Domicile

The Buyer selects its Domicile for notices as per the details on the OF and the Seller's domicile will be both the e-mail address of the representative providing the information and russel@occsa.co.za is to be copied.