



Waterfalls Estates – Master Agreement

Sale of House - Transaction details sheet

Client Name	____ INSERT NAME ____
Client Address	____ INSERT ADDRESS ____
Legal Plot ID	piece of land in extent of XXX square meters more or less being Subdivision XX of Subdivision 'D' of Farm 380a, situated in the Lusaka Province of the Republic of Zambia which piece of land is more particularly delineated and described on Survey Diagram XXXX
Plot Number	Subdivision XX
Total Purchase Price	USD 15,000 (USD Fifteen Thousand Only)
Plot Price	USD 15,000 (USD Fifteen Thousand Only)
Construction Price	USD 0 (USD 0 Thousand Only)
Down-payment	USD 1,500
Payment term (in Months)	12 Months
Completion date (Month, Year)	October, 2026
House finish (Fully Finished or Semi-Finished)	Turn-key house
House Type	2-bed house

Dated this day of 20

MASTER AGREEMENT

FOR THE SALE OF A PROPERTY IN

WATERFALLS ESTATES

BETWEEN

LIGHTHOUSE INVESTMENTS LIMITED

ON THE ONE PART, AND

_____ INSERT NAME _____

ON THE OTHER PART

Relating to

Subdivision XX of Subdivision 'D' of Farm 380a, Lusaka
Situating in the Lusaka Province in the Republic of Zambia.

Parties

Developer

Lighthouse Investments Limited (LCO100264), a company registered under the Companies Act No. 10 of 2017 of the laws of the Republic of Zambia and having its registered offices at The Farmhouse, Waterfalls Housing Development, Palabana Road, Chongwe.

Land Owner

Per Tomas Rehnquist of Plot 2341/m, Musikili Rd, Leopards Hill, Lusaka.

Purchaser

____ INSERT NAME ____ of ____ INSERT ADDRESS ____.

Background

The Developer is developing Waterfalls Estates on Subdivision 'D' of Farm 380a in Waterfalls area of Lusaka Province in a joint venture with the Land Owner. Waterfalls Estates contains a piece of land in extent of XXX square meters more or less being Subdivision XX of Subdivision 'D' of Farm 380a, situated in the Lusaka Province of the Republic of Zambia which piece of land is more particularly delineated and described on Survey Diagram , in the following referred to as "The Plot".

The Purchaser wants to purchase a property in said Waterfalls Estates consisting of a plot and a house to be constructed on the same plot by the Developer.

Agreement

The Developer shall facilitate the selling of The Plot to the Purchaser and the Developer shall construct a Turn-key house on The Plot as specified in the attached **House Specification Schedule** at the total cost of **USD 15,000** (USD Fifteen Thousand Only) payable over **12 Months** according to the attached **Payment Schedule**.

This Master Agreement is constituted by the following documents: **Waterfalls Estates – General Conditions of Sale, Payment Schedule, Bank Details Schedule, House Specification Schedule, and Signatory Page**.

Legal Representation

The Developer is representing themselves in this transaction.

The Purchaser is representing himself/herself in this transaction.

Payment Schedule

The total Purchase Price payable by the Purchaser is:

USD 15,000 (USD Fifteen Thousand Only)

Out of this amount, The Plot shall amount to **USD 15,000 (USD Fifteen Thousand Only)** and the construction of the house shall amount to **USD 0 (USD 0 Thousand Only)**.

An initial Down-Payment of **USD 1,500** is payable prior to signing of this Agreement.

The balance is payable over a period of **12 Months**. The balance can be paid in monthly or quarterly instalments or in other trenches as agreed in writing between the Purchaser and the Developer.

The final payment is due upon completion and handover of the completed house which is expected in **October, 2026** or as subsequently agreed between the parties.

All payments shall be made in either United States Dollars or Zambian Kwacha. Payments in a currency different from the contract currency will be booked at the purchase rate of the contract currency at the date of receipt. Unless otherwise agreed, payments shall be made by bank transfer into either of the Developer's bank accounts as stated on the attached ***Bank Details Schedule***.

Bank Details Schedule

Unless otherwise agreed, payments shall be made by bank transfer, in either United States Dollars or Zambian Kwacha, into either of the Developer's bank accounts as detailed below:

UNITED STATES DOLLARS

Bank: **First National Bank Zambia Plc**
Bank physical address: Stand No 22768, Acacia Office Park
Corner Thabo Mbeki and Great East Roads
Lusaka, Zambia
SWIFT Code: FIRNZMLXXXX
Branch Code: 260014 (Manda Hill)
Currency: **United States Dollars**
Account Name: **Lighthouse Investments Limited**
Account Number: **62 653 453 169**

ZAMBIAN KWACHA

Bank: **First National Bank Zambia Plc**
Bank physical address: Stand No 22768, Acacia Office Park
Corner Thabo Mbeki and Great East Roads
Lusaka, Zambia
SWIFT Code: FIRNZMLXXXX
Branch Code: 260001 (Commercial Suite)
Currency: **Zambian Kwacha**
Account Name: **Lighthouse Investments Limited**
Account Number: **62 424 018 069**

Signatory Page

SIGNED for and on behalf of the Developer

Per Tomas Rehnquist
Managing Director, Lighthouse Investments Ltd

SIGNED in private capacity

Per Tomas Rehnquist

Witnessed by:

Liselott Rehnquist
Director, Lighthouse Investments Ltd

SIGNED by the Purchaser

INSERT NAME

Witnessed by:

Signature

Name

Address

Occupation

House Specification Schedule

The House shall be designed and built according to the indicative drawings attached herewith as Appendix 1. Waterfalls Estates offers **Fully Finished Houses** and **Semi-Finished Houses**. Depending on the level of finish, the indicative drawings in Appendix 1 may indicate items that are envisaged but not included in the actual specification of the house. This Agreement is for a **Turn-key house** which shall be built according to the following specifications:

ALL HOUSES include the following specification:

Foundation:	100mm concrete slab on strip foundation under loadbearing walls.
Exterior walls:	6-inch hollow concrete blocks with cement rendering, painted with PVA paint.
Interior walls:	6-inch hollow concrete blocks with cement rendering, steel door frames.
Roof:	Parapet walls with open gutter to the back of the house, sand coloured corrugated steel sheets on lipped steel channels, including insulation foil.
Windows:	Sliding widows and sliding veranda door in aluminium.
Exterior doors:	Steel security doors.
Water:	Communal water reticulation, metered supply (no plumbing for Semi-Finished Houses)
Yard space:	Driveway and backyard covered with crushed stones. Remaining garden space covered with planted grass. Perimeter wall plastered and painted.

FULLY FINISHED HOUSES also include the following specifications (not included in Semi-Finished Houses):

Interior doors:	Hollow, painted panelled doors.
Interior ceilings:	PVC ceiling boards.
Interior walls:	Skimmed and painted with washable PVA, detailing in enamel paint.
Windows:	Mild steel burglar bars, painted. Grill door to veranda, painted. Curtain rails not included.
Floors:	Porcelain tiles.
Kitchen:	Base and wall cabinet as per drawing, granite worktop, built-in cooker and stove, extractor fan, stainless double sink. Tiled splash-surfaces. Provision for fridge (appliance not included).
Indoor laundry:	Melamine worktop with sunk-in stainless sink. Tiled splash surfaces. Provision for washing machine, appliance not included. (Indoor laundry only on certain house types.)
Outdoor laundry:	Roofed with privacy wall towards the driveway. Concrete sink, concrete slab with provision for washing machine (appliance not included). Ground covered with crushed stones. (Outdoor laundry area only on certain house types.)
Wardrobes:	Full height wardrobes as per drawing, 2 x 450mm in std bedrooms, 4 x 450mm in master bedroom.
Bathrooms:	Close coupled toilet, wash basin on pedestal, bathtub or shower as per drawing, basin mirror and standard accessories. 2 walls tiled 2m high. 1 x 100l electrical geyser.
Electricity:	Electrical supply connected to ZESCO via prepaid meter. Standard sockets and switches. Bulb holders (chandeliers not included) in all rooms except LED down lights in bathrooms.
Plumbing:	All associated plumbing works, including individual septic tank and soak away.

General Conditions of Sale of a House

1. Payments

1.1 General

The Plot and the construction of the house are two separate but concurrent transactions. Payments made by the Purchaser will be part for The Plot and part for the Construction. Neither the sale of The Plot nor the construction of the House will be fully completed until full payment of the total Purchase Price is received by the Developer.

The Developer will construct the house based on payments received from the Purchaser, and thus reserves the right to halt the construction works in case of delayed payments. The Developer does not accept any responsibility for delays in construction and completion of the house caused by delayed payments.

Any relaxations or indulgence which the Developer may show to the Purchaser shall not in any way prejudice its rights under this Agreement or more particularly no act of the Developer in accepting payments after the due date, or accepting lesser sums than the amount due, shall be construed as waiver by the Developer of their rights under this Agreement of variance with the terms and conditions of this Agreement.

1.2 20% Deposit

20% of the Purchase Price is considered a non-refundable a Deposit even if the initial payments made by the Purchaser is higher or lower than that amount.

1.3 Automatic Grace Period

A 6-month Grace Period with a 3% monthly interest is automatically granted by the Developer on any overdue payment. Any interest accrued during a Grace Period is non-refundable.

The Developer may rescind this Master Agreement and reclaim full ownership the property in accordance with Clause 8. if the Purchaser fails to settle the outstanding amount including interest during the Grace Period.

2. Conveyance of Title

The plot is sold under the conditions stipulated in the Contract of sale which is attached herewith as Schedule 3. It is noted that the plot is held by Mr Per Tomas Rehnquist

in person who hereby undertakes to comply with all provisions in this Master Agreement. Mr Per Tomas Rehnquist is the Managing Director of Lighthouse Investments Limited and thus signs this Master Agreement in that capacity as well as in his private capacity. Mr Per Tomas Rehnquist thereby undertakes to execute the said Contract of Sale accordingly. In case of any conflict, the Master Agreement supersedes the Contract of Sale.

3. Construction of dwelling house

The dwelling house shall be constructed in conformity with regulations and in accordance with the **House Specification Schedule** and the **House Design Schedule**.

4. Taxes and levies

The Developer shall pay applicable Property Transfer Tax on the value of the plot and all outstanding ground rents on the plot up to the day the Property is handed over to the Purchaser.

The Developer shall pay the Assignment Fee and all other relevant fees for the registration of the assignment with Ministry of Lands.

Each party shall bear their own legal costs incidental to this transaction.

5. Waterfalls Housing Development

The Property shall be part of Waterfalls Estates (the "Development") with associated rights and conditions for the Purchaser. To this end the Purchaser agrees to execute the Deed of Adherence for Waterfalls Estates (the "Deed", Schedule 4) which Deed shall form an integral part of this Master Agreement. It is noted that the Deed makes reference to Waterfalls Estates Rules and Regulations, Architectural Guidelines, and Fee Schedule current versions of which are attached as Schedules 5, 6, and 7 for reference.

6. Liability period

The Property is sold with a 12-month limited liability period under which any defects in the construction or finishing of the house shall be rectified by the Developer free of cost.

Fittings and fixtures are covered by a 6-month liability period. The liability counts from the date of handover of the Property to the Purchaser.

8. Rescission

8.1 Right to rescind

The Developer reserves the right to rescind this Master Agreement and the accompanying Contract of Sale if the Purchaser fails to settle any outstanding payments in accordance with Clause 1.

8.2 Rescission procedure

The right to rescind this Master Agreement and the accompanying Contract of Sale is exercised by the Developer through written notice to the Purchaser giving the Purchaser 14 (fourteen) days to settle the outstanding balance including interest and/or penalties as applicable. Should the Purchaser fail to comply with the requirements the Developer shall be free to rescind this Master Agreement and the accompanying Contract of Sale, forfeit the deposit and any accrued interest, and resell the Property to another party. Any payments received by the Developer from the Purchaser over and above the forfeited amount shall be refunded by the Developer to the Purchaser in the same amount and currency as received without interest as and when the Property has been resold and fully paid for by a new purchaser.

8.3 Obligations of the Purchaser

In the event this Master Agreement and the accompanying Contract of Sale is rescinded, the Purchaser shall without delay and at his own cost comply with the following:

- Return all documentation relating to the transaction to the Developer,
- forfeit any and all claims on the Property other than the possible refunds of payments over and above the deposit in accordance with above,
- execute all documents necessary for the Developer to resell the Property to another party
- forthwith and at his own expense remove or cancel any caveat or memorial relating to the Property in any register or Certificate of Title.

The Developer shall be entitled to damages should the Purchaser fail to comply with the above obligations or in any other way hinder the reselling of the property to another buyer. Said damages shall be calculated and payable over and above the forfeited Deposit and shall include all legal, administrative and reputational costs incurred by the Developer in full.

9. Notices

Any Notice to be served to the Developer shall be served at their offices in Waterfalls Estates. Any Notice to be served

to the Purchaser shall be served at the Purchaser's last known address, or their appointed legal representative.

A Notice shall be deemed to have been served the day it is delivered in person or three days from it being given to a reputable courier for express delivery to the recipient.

To the extent that the Vendor and the Purchaser establish an electronic communication channel (e.g. via WhatsApp or email), notices shared through such an established channel shall be deemed to have been served one day after it was sent.

11. Interpretation

In this Master Agreement, words importing the singular include the plural and where there are two or more persons included in the expressions "the Developer" and "the Purchaser" any covenant or agreement made or to be made by either the Developer or the Purchaser by virtue of these conditions shall be made jointly and severally. The expressions "the Developer" and "the Purchaser" shall furthermore include the persons deriving title under them respectively.

12. Governing Law and Disputes

This Agreement shall be governed by the Laws of the Republic of Zambia. In the event of a dispute or conflict arising out of this Agreement either party may give notice in writing to the other party to refer such dispute or conflict to the arbitration of a single arbitrator sitting in Lusaka to be conducted in accordance with the provisions of the Arbitration Act NO. 19 of 2000 or any other statutory modification or re-enactment thereof.

13. Force Majeure

Neither party shall be deemed to be in breach of this Master Agreement as a result of, and be liable to the other party for any failure, omission or delay in its performance in whole or in part of any of the terms and conditions of this Master Agreement, to the extent that such failure, omission or delay arises or results from any cause beyond the control of the party, including but not limited to war, riots, strike, act of God, natural disaster or any such like events. The party experiencing the difficulty shall give the other party prompt written notice with full details following the occurrence of the cause relied upon and shall strive make good as soon as practically possible.

Dated this day of 20

CONTRACT OF SALE

OF

Subdivision XX of Subdivision D of Farm 380a, Lusaka

IN

WATERFALLS ESTATES

between

PER TOMAS REHNQUIST

ON THE ONE PART, AND

_____ INSERT NAME _____

ON THE OTHER PART

Relating to

Subdivision XX of Subdivision 'D' of Farm 380a, Lusaka
Situated in the Lusaka Province in the Republic of Zambia.

CONTRACT AND CONDITIONS OF SALE

AN AGREEMENT made the day of 202 BETWEEN **PER TOMAS REHNQUIST** of Lusaka in Lusaka Province of the Republic of Zambia together with his permitted successors-in-title, orders or assignees (hereinafter referred to as the "Vendor") on the one part AND _____**INSERT NAME**_____ of _____**INSERT ADDRESS**_____ on the other part **WHEREBY IT IS AGREED** that the Vendor will sell and the Purchaser will purchase the property referred to in the accompanying particulars at the price of **USD 15,000 (USD Fifteen Thousand Only)** upon the accompanying terms and conditions and the Vendor and the Purchaser do on their respective parts agree to complete the said purchase on the said terms and conditions

IN WITNESS whereof the Vendor and the Purchaser have set their hands this day and year before written

DRAFT

SIGNATORY PAGE

SIGNED by the Vendor

Per Tomas Rehnquist

Witnessed by:

Liselott Rehnquist
Director, Lighthouse Investments Ltd

SIGNED by the Purchaser

INSERT NAME

Witnessed by:

Signature _____

Name _____

Address _____

Occupation _____

PARTICULARS

(Description of the Property)

ALL THAT piece of land in extent of XXX square meters more or less being Subdivision XX of Subdivision 'D' of Farm 380a, situated in the Lusaka Province of the Republic of Zambia which piece of land is more particularly delineated and described on Survey Diagram **EXCEPT** and **RESERVED** all minerals oils precious stones whatsoever upon or under the said land **TOGETHER WITH** the unexhausted improvements thereon for the residue of the term of 100 years from the 1st day of July 1975.

SPECIAL CONDITIONS

1. The Property is sold subject to the Law Association of Zambia General Conditions of Sale 2018 in so far as the same are not inconsistent with or varied by these special conditions or the conditions in the "Master Agreement for the sale of a Property in Waterfalls Estates" (hereinafter referred to as the "Master Agreement") which is executed between the parties in parallel with this Contract of Sale and incorporated herein by reference.
2. The period fixed for obtaining State's Consent to Assign and any other necessary license to assign shall be 14 days from the date of Contract.
3. The date fixed for completion is governed by the said Master Agreement.
4. The Vendor is selling as beneficial owner.
5. The Title shall commence with the Certificate of Title issued in respect of said land.
6. The Property is sold subject to the exceptions, reservations, restrictions, restrictive covenants and conditions affecting the said land.
7. The purchase price is of **USD 15,000 (USD Fifteen Thousand Only)** payable in accordance with said Master Agreement.
8. The Property shall form part of Waterfalls Estates and the Purchaser agrees to execute the Deed of Adherence for Waterfalls Estates which deed shall form an integral part of this agreement. Upon registration of the transfer of Title to the Purchaser, the parties agree that the Registrar appointed under the Lands and Deeds Act Cap. 185 of the Laws of Zambia shall be procured to endorse the undertakings contained in the said Deed of Adherence on the Certificate of Title relating to the Property.
9. The parties agree that each one shall bear their own statutory obligations, costs, and expenses in relation to the transaction which costs and expenses include:
 - a. The Vendor shall pay for the State's Consent to Assign
 - b. The Vendor shall pay the Property Transfer Tax to Zambia Revenue Authority
 - c. The Vendor shall pay for the registration of the Assignment and Deed of Adherence as per above
 - d. Each party shall bear its own legal costs incidental to this transaction
10. The Purchase shall be completed in the name of the Purchaser or a nominee of the Purchaser and the Vendor undertakes to execute the Assignment relating to this transaction in such name or names.
11. In the event of a dispute or conflict arising out of this Contract either party may give notice in writing to the other party to refer such dispute or conflict to the arbitration of a single arbitrator sitting in Lusaka to be conducted in accordance with the provisions of the Arbitration Act NO. 19 of 2000 or any other statutory modification or re-enactment thereof.

Per Tomas Rehnquist

TO

____ INSERT NAME ____

ASSIGNMENT

RELATING TO

Subdivision XX of Subdivision D of Farm 380/a, Chongwe

Prepared by:

Lighthouse Investments Limited
Waterfalls Estates, Palabana Road
Chongwe

THIS INDENTURE is made **BETWEEN Per Tomas Rehnquist**, of the City and Province of Lusaka (hereinafter referred to as “the Vendor”) of the one part and _____INSERT NAME_____ of _____INSERT ADDRESS_____ (hereinafter referred to as “the Purchaser”) of the other part.

WHEREAS

By a Lease (hereinafter referred to as “the Lease”) dated the 15th day of April 1970 and made between The President of the Republic of Zambia of the one part and Francis Xavier Nkhoma of Lusaka of the other part **ALL THAT** the hereditaments more particularly described in the Schedule hereto (hereinafter referred to as “the Property”) were demised to the said for the term of one hundred (100) years from the 1st day of July 1975 subject to the reservations restrictions restrictive covenant and conditions mentioned in the said Lease.

AND WHEREAS the Property more particularly described in the Schedule hereto is now vested in the Vendor for the unexpired residue of the said term of one hundred years.

AND WHEREAS the Vendor has agreed to sell the Property to the Purchaser subject as aforesaid but otherwise free from encumbrances for the sum of **USD 15,000 (USD Fifteen Thousand Only)** in total.

AND WHEREAS all necessary consents for this transaction have been duly obtained.

AND WHEREAS it is hereby certified that for purposes of any tax or fees payable that the aggregate amount or value of the consideration for this transaction does not exceed **USD 15,000 (USD Fifteen Thousand Only)** in total.

NOW THIS INDENTURE WITNESSETH as follows:

1. In pursuance of the said Agreement and in consideration of the sum of USD 15,000 (USD Fifteen Thousand Only) the Vendor as **BENEFICIAL OWNER HEREBY ASSIGNS** onto the Purchaser the said Property **TO HOLD** for the residue of the said term of one hundred years **SUBJECT** to the exceptions reservations restrictions restrictive covenants and conditions mentioned contained or referred to in the said Lease.
2. The Purchaser hereby covenants with the Vendor that the Purchaser will at all times henceforth during the continuance of the said term pay all such rent becoming due and observe and perform the said covenants and conditions on the part of the lessee which may now or hereafter be prescribed in respect of the Property and will at all times keep the Vendor effectually indemnified against all proceedings, costs, claims, expenses, damages and demands whatsoever by reason of or on account of any omission to pay the rent or any breach of the said covenants and conditions.
3. The necessary consent in writing to the Assignment hereby made has been duly obtained and Property Transfer Tax paid to the collector of taxes.

IN WITNESS whereof the Vendor and the Purchaser has set their respective hands the day and year first written.

The Schedule hereinbefore referred to:

ALL THAT all that piece of land in extent of XXX square meters more or less being Subdivision XX of Subdivision 'D' of Farm 380a, situated in the Lusaka Province of the Republic of Zambia which piece of land is more particularly delineated and described on Survey Diagram to be annexed to the Certificate of Title to be issued in respect of this piece of land **TOGETHER WITH** all the unexhausted improvements thereon **EXCEPT** and **RESERVED** all minerals oils and precious sonnet whatsoever upon or under the said land.

SIGNATORY PAGE

SIGNED by the Vendor

Per Tomas Rehnquist

Witnessed by:

Liselott Rehnquist
Director, Lighthouse Investments Ltd

SIGNED by the Purchaser

INSERT NAME

Witnessed by:

Signature _____

Name _____

Address _____

Occupation _____

Dated this day of 20

DEED OF ADHERENCE

FOR

Subdivision XX of Subdivision D of Farm 380a, Lusaka

IN

WATERFALLS ESTATES

between

PER TOMAS REHNQUIST

on the one part, and

INSERT NAME _____

on the other part

Relating to

Subdivision XX of Subdivision 'D' of Farm 380a, Lusaka
Situating in Chongwe District in the Lusaka Province in the Republic of Zambia.

This Deed of Adherence is made the day of 202 BETWEEN **PER TOMAS REHNQUIST** of Lusaka in Lusaka Province of the Republic of Zambia together with his permitted successors-in-title, orders or assignees (hereinafter referred to as the “Developer”) on the one part AND _____ **INSERT NAME** _____ of _____ **INSERT ADDRESS** _____, together with his/her/their permitted successors-in-title, orders, or assignees (hereinafter referred to as the “Property Owner”) of the other part.

RECITALS:

1. This Deed of Adherence being supplemental to a Contract of Sale between the Developer and the Property Owner whereby the Developer agrees to sell, and the Property Owner agrees to purchase the property described and referred to in the Schedule hereto (the “Property”), shall be read together with the Contract of Sale.
2. The parties agree that the property is part of Waterfalls Housing Development and that the value of the property and of Waterfalls Housing Development as envisaged by the Developer shall be maintained by the adherence of principles of use of the property, care and maintenance, and appropriate neighbourliness as set out in this Deed of Adherence.
3. The parties acknowledge, and the Property Owner in particular, recognises and accepts that the explicit and express condition of the said Contract of Sale is to the effect that the Property Owner and any successors-in-title, orders or assignees shall be and remain bound by the terms and provisions as set forth in this Deed of Adherence for a Property Owner in Waterfalls Housing Development.

DEFINITIONS:

“Waterfalls Estates” (hereinafter referred to as “WHD”, formerly known as Waterfalls Housing Development) being a development within the boundaries of Subdivision ‘D’ of Farm No 380a, Lusaka

“WHD Property” being a subdivision of Subdivision ‘D’ of Farm No 380a, Lusaka, including the property referred to in abovementioned Schedule, and thus forming part of WHD.

“Deed of Adherence” being this document in full covering rights and undertakings of the Property Owner in WHD.

“The Developer” being the owner and any successors or assignees in Title of Subdivision ‘D’ of farm No 380a, Lusaka or his agents/duly appointed representatives for all or part of its benefits and/or undertakings in accordance with this Deed of Adherence.

“Property Owner” being the purchaser and rightful owner of a WHD Property together with his successors-in-title, orders or assignees.

“Service Provider” being an entity appointed by the Developer from time to time to represent the Developer in every respect of its rights and obligations under this Deed of Adherence. The Service Provider is thus the entity that shall provide relevant services, safeguard the Rules and Regulations and Architectural Guidelines, and invoice the Property Owner in accordance with the Fee Schedule.

“Rules and Regulations” being a set of rules and regulations that apply to all Property Owners, residents, visitors, guests etc that reside in WHD on a permanent or temporary basis. The Rules and Regulations are established and may be amended from time to time by the Service Provider.

“Fee Schedule” being a schedule of fees, charges, levies and penalties etc stipulating the amounts payable by each Property Owner to the Service Provider for their administration and provision of services in accordance with this Deed of Adherence. The Fee Schedule is established and may be amended from time to time by the Service Provider.

“Architectural Guidelines” being a set of guidelines established by the Service Provider and amended from time to time to maintain a safe and aesthetically attractive environment in WHD. The Architectural Guidelines may include limitations and requirements on any structure to be erected in WHD, procedures for the pre-approval of any contemplated structure, and may also include limitations and requirements on who is allowed to undertake construction works on any kind within WHD.

1. Background

- 1.1. WHD is established on Subdivision ‘D’ of Farm 380a, Lusaka by the Developer with the aim of providing an attractive housing development with relevant services provided for the Property Owners. All services shall be provided by a Service Provider or its assignee and shall include security, water reticulation, and maintenance of communal areas fixtures, and roads.
- 1.2. Each Property Owner shall be allowed to benefit from said services in a safe, peaceful and convenient manner without undue interference from the public, the Service Provider, or other Property Owners. Each Property Owner shall be liable to pay relevant levies, fees and charges to the Service Provider for the provision of said services in accordance with a Fee Schedule. In the communal interest of all Property Owners, each individual Property Owner is obliged to comply with certain Rules and Regulations and Architectural Guidelines governing their undertakings in WHD. The Service Provider shall have the power to sanction a Property Owner that is in breach of the Rules and Regulations, Architectural Guidelines and/or for failure to pay stipulated levies, fees, and charges as per the Fee Schedule.
- 1.3. By signing this Deed of Adherence, the Property Owner and the Developer confirm that the Property referred to in the Schedule hereto shall be considered as a WHD Property as defined herein.

2. Service Provider

- 2.1. The Developer shall appoint a Service Provider to assume all its undertakings in accordance with this Deed of Adherence.
- 2.2. As of January 20, 2016, the Developer has appointed Waterfalls Property Management Ltd with Company Registration Number 120160000351 as Service Provider.

- 2.3. The Developer shall be free to appoint another Service Provider should the need arise. Such an appointment shall be made public to the Property Owner and the new Service Provider shall be obliged to undertake all rights and obligations as set out in this Deed of Adherence.
- 2.4. The Property Owner agrees to enter into a Service Contract with the Service Provider as appointed under clauses 2.1 – 2.3 above. The Service Contract shall be signed by the Property Owner without undue delay and the Service Provider shall have the unconditional right to withhold services, including closing-off of water supply, and to impose fines in accordance with the Fee Schedule should the Property Owner delay in signing said Service Contract.

3. Services to be provided

- 3.1. The Service Provider shall maintain all communal areas to a reasonable standard including landscaping, road pavements, and other installations.
- 3.2. The Service Provider shall provide reasonable security within WHD.
- 3.3. The Service Provider shall provide and maintain a water reticulation system in WHD with a reasonable capacity based on the overall developments in WHD. The water may be charged based on usage and/or fixed fees in accordance with the Fee Schedule as it applies from time to time.

4. Rules and Regulations

- 4.1. The Service Provider shall establish a set of Rules and Regulations and Architectural Guidelines that shall apply to all Property Owners in WHD. These Rules and Regulations shall serve to keep WHD a safe, peaceful, and attractive area for all stakeholders. To this end, the Property Owner understands that the Rules and Regulations and/or the Architectural Guidelines will prohibit the Property Owner from certain undertakings, and that it may stipulate punitive fines payable to the Service Provider by anyone in breach of the Rules and Regulations or the Architectural Guidelines.
- 4.2. In particular
 - 4.2.1. The Property Owner may not subdivide a WHD property without the prior written consent of the Service Provider which consent shall only be given under extraordinary circumstances and in the sole discretion of the Service Provider.
 - 4.2.2. The Property Owner may not erect any structures on a WHD Property without the prior written consent from the Service Provider, and such consent shall only be given if the contemplated structures comply with the Architectural Guidelines.
 - 4.2.3. The Property Owner may not sink any borehole or extract ground water from within WHD without prior written consent from the Service Provider which consent shall only be given under extraordinary circumstances and in the sole discretion of the Service Provider.
 - 4.2.4. The Property Owner may not interfere with any communal infrastructure that may run within or at the boundary of the WHD Property. Such communal infrastructure may include but is not limited to electrical power lines, optical or electrical communication lines, drains, culverts, conduits, roads, boundary walls, and communal fixtures. The Service Provider shall have the right to install and erect reasonable additional infrastructure within or at the boundary of any WHD Property should it be

needed for the communal safety or convenience of the Property Owners. Due notice shall be given to the Property Owner prior to such undertakings as the circumstance allow.

4.2.5. The Service Provider shall have the unconditional right to enter onto any WHD Property for the purpose of inspecting or maintaining communal infrastructure, general compliance with this Deed of Adherence, and establishing and collecting outstanding levies and charges in accordance with the Fee Schedule. In the exercising of this right, the Service Provider shall take reasonable precaution avoid unnecessary inconvenience to the Property Owner and shall always give due notice of before entering onto any WHD Property as the circumstances allow.

5. Levies and charges

5.1. Each Property Owner shall be obliged to pay monies to the Service Provider for the provision of services and administration of WHD. The amounts and modalities shall be established in a Fee Schedule that may be amended from time to time by the Service Provider to accommodate changes in general price structure and changes in service levels.

6. Property Owners right to form a Property Owners Council or Homeowners Association

6.1. The Property Owners shall be free to organise themselves in a Property Owners Council.

6.2. The Property Owners Council shall be recognised by the Service Provider on condition that:

6.2.1. It must have the written support of at least 66% of all Property Owners

6.2.2. It must have at least one office bearer appointed as Chairman

6.2.3. It must hold general meetings at least annually

6.2.4. Only one Property Owners Council may exist at any given time

6.3. The Property Owners Council shall serve as an interface between the Property Owners as a group on the one side and the Service Provider on the other side. As such, the Property Owners Council shall have reasonable insight in the modus operandi of the Service Provider and the Service Provider shall seek guidance from the Property Owners Council in matters that affect the Property Owners as a group such as the service levels, the Rules and Regulations, and the Architectural Guidelines. The Property Owners Council shall also act as a mouthpiece for any complaints or concerns that might be raised among the Property Owners in relation to the management of WHD. However, the Property Owners Council is limited to an advisory role and thus lacks any formal or legal power to interfere or overrun the Service Provider in case of a dispute between the two parties.

6.4. The Property Owners Council shall further have the power to discharge the Developer from his rights and obligations under this Deed of Adherence and appoint a Service Provider of their preference on the following conditions:

6.4.1. The Property Owners Council may only discharge the Developer in accordance with this clause after 31 December 2018 and once discharged the Service Provider must be given a one (1) year notice before a new Service Provider can be engaged.

6.4.2. The Property Owners Council must be formalised in a Legal Entity (e.g. a Homeowners Association or other) competent to enter into an agreement with a Service Provider.

- 6.4.3. Equally, the Developer shall have the right to discharge himself from the rights and obligations under this Deed of Adherence by giving the Property Owners Council a one (1) year notice during which time the property Owners Council undertake to establish a relevant legal entity and engage a new Service Provider.
- 6.4.4. Once the Developer is discharged in accordance with this clause, every and all rights and obligations of the Developer shall be transferred to the said Legal Entity.
- 6.4.5. In the event the Developer is discharged or discharges himself in accordance with this clause, he shall be free to include any or all property (-ies) in his possession within the boundaries of Subdivision 'D' of Farm 380a, Lusaka in the framework of said Legal Entity or to keep any or all such property independent from said Legal Entity as he may find fit.

7. Right to sanction a Property Owner

- 7.1. The Service Provider shall have the power to sanction a Property Owner that does not pay outstanding amounts within prescribed time periods and/or does not comply with this Deed of Adherence, the Rules and Regulations, or the Architectural Guidelines as they apply from time to time.
- 7.2. Sanctions may include disconnecting certain services such as communal services and/or water supply as the Service Provider may find fit. Sanctions may further include monetary penalties in accordance with the Rules and Regulations and/or the Fee Schedule as they apply from time to time.
- 7.3. Sanctions shall be reasonable and relevant in relation to the breach they seek to rectify with the overall aim that each Property Owner shall cover their part of the cost of the upkeep of WHD and no Property Owner shall be allowed to be of undie nuisance to other Property Owners, residents, enterprises or guest in WHD.
- 7.4. The Service Provider or its assignees shall have the unconditional right to institute legal proceedings against a Property Owner in order to recover outstanding monies that is owed and/or rectify or stop undertakings that are in breach of any part of this Deed of Adherence, the Rules and Regulations, the Architectural Guidelines, or the Fee Schedule. To the extent that such legal proceedings are judged in favour of the Service Provider, the Property Owner shall be responsible to cover all legal and administrative costs of the Service Provider relating to the legal proceedings in addition to what monies may initially have been owed to the Service Provider.

8. Governing Law, Jurisdiction and Dispute Resolution

- 8.1. The provisions of this Deed of Adherence shall be governed by and construed in accordance with the laws of the Republic of Zambia.
- 8.2. It is noted that all rights and obligations of the Developer is delegated to the Service Provider. Hence, any legal claims by the Property Owner in relation to this Deed of Adherence shall be made against the Service Provider. No claims or legal proceedings shall be entertained against the Developer in person.

THE SCHEDULE HEREINBEFORE REFERRED TO:

ALL THAT piece of land in extent of XXX square meters more or less being Subdivision XX of Subdivision 'D' of Farm 380a, situated in the Lusaka Province of the Republic of Zambia which piece of land is more particularly delineated and described on Survey Diagram **EXCEPT** and **RESERVED** all minerals oils precious stones whatsoever upon or under the said land **TOGETHER WITH** the unexhausted improvements thereon.

DRAFT

IN WITNESS whereof the Developer and the Property Owner have set their hands this day and year before written

SIGNED by the DEVELOPER

Per Tomas Rehnquist

Witnessed by:

Liselott Rehnquist
Director, Lighthouse Investments Ltd

SIGNED by the Property Owner

INSERT NAME

Witnessed by:

Signature _____
Name _____
Address _____
Occupation _____

Dated this day of 20

SERVICE CONTRACT

RELATING TO

Subdivision XX of Subdivision D of Farm 380a, Lusaka

IN

WATERFALLS ESTATES

BETWEEN

WATERFALLS PROPERTY MANAGEMENT LTD

ON THE ONE PART, AND

_____ INSERT NAME _____

ON THE OTHER PART

Relating to:

Subdivision XX of Subdivision 'D' of Farm 380a, Lusaka
Situating in Lusaka Province in the Republic of Zambia.

This Service Contract is made the _____ day of _____ 202____ BETWEEN **WATERFALLS PROPERTY MANAGEMENT LIMITED** a Company Incorporated in Zambia and having its registered office at Waterfalls Housing Development in Chongwe District in the Lusaka Province of the Republic of Zambia (hereinafter referred to as “WPM”) on the one part AND _____ **INSERT NAME** _____ of _____ **INSERT ADDRESS** _____ (hereinafter referred to as the “Property Owner”) on the other part.

DEFINITIONS:

“**Waterfalls Estates**” being a development within the boundaries of Subdivision ‘D’ of Farm No 380a, Lusaka.

“**Estate Property**” being a subdivision of Subdivision ‘D’ of Farm No 380a, Lusaka forming part of the Estate.

“**The Developer**” being the owner and any successors or assignees in Title of Subdivision ‘D’ of farm No 380a, Lusaka or his agents/duly appointed representatives for all or part of its benefits and/or undertakings in accordance with this Deed of Adherence.

“**Property Owner**” being the purchaser and rightful owner of an Estate Property together with his successors-in-title, orders or assignees.

“**Rules and Regulations**” being a set of rules and regulations that apply to all Property Owners, residents, visitors, guests etc that reside in the Estate on a permanent or temporary basis. The Rules and Regulations are established and may be amended from time to time by the Service Provider.

“**Fee Schedule**” being a schedule of fees, charges, levies and penalties etc stipulating the amounts payable by each Property Owner to the Service Provider for their administration and provision of services in accordance with this Deed of Adherence. The Fee Schedule is established and may be amended from time to time by the Service Provider.

“**Architectural Guidelines**” being a set of guidelines established by the Service Provider and amended from time to time to maintain a safe and aesthetically attractive environment in the Estate. The

Architectural Guidelines include limitations and requirements on any structure to be erected in the Estate, procedures for the pre-approval of any contemplated structure, and may also include limitations and requirements on who is allowed to undertake construction works on any kind within the Estate.

RECITALS:

WPM is managing Waterfalls Estates which is a gated community in the Waterfalls Area in the Lusaka Province of Zambia. As such, WPM is charged with the responsibility to provide communal services and enforce rules and regulations to be followed by all Property Owners, residents, visitors etc in Waterfalls Estates.

The Property Owner owns Subdivision XX of Subdivision ‘D’ of Farm 380a, Lusaka (hereinafter referred to as the “Property”) which forms part of Waterfalls Estate.

The role of WPM is governed by a Deed of Adherence which is in force between the Property Owner and the Developer of the Estate in order to maintain and uphold the service and values of the Estate to the communal benefit of all stakeholders. In particular, the Deed of Adherence requires each Property Owner to sign this Service Contract with WPM to govern the relationship between the parties with respect to the said Property.

Background

Waterfalls Estates is established on Subdivision 'D' of Farm 380a, Lusaka by the Developer with the aim of providing an attractive housing development with relevant services provided for the Property Owners. All services are provided by WPM and include security, water reticulation, and maintenance of communal areas fixtures, and roads.

Each Property Owner shall be allowed to benefit from said services in a safe, peaceful, and convenient manner without undue interference from the public, WPM, or other Property Owners. Each Property Owner shall be liable to pay relevant levies, fees, and charges to WPM for the provision of said services in accordance with a Fee Schedule. In the communal interest of all Property Owners, each individual Property Owner is obliged to comply with certain Rules and Regulations and Architectural Guidelines governing their undertakings in the Estate. To this end, WPM is empowered to sanction a Property Owner that is in breach of the Rules and Regulations, Architectural Guidelines and/or for failure to pay stipulated levies, fees, and charges as per the Fee Schedule.

Services to be provided

WPM undertake to maintain all communal areas to a reasonable standard including landscaping, road pavements, and other installations.

WPM undertake to provide reasonable security within the Estate.

WPM undertake to provide and maintain a water reticulation system in the Estate with a reasonable capacity based on the overall developments therein.

Rules and Regulations

WPM shall maintain and enforce a set of Rules and Regulations and Architectural Guidelines that shall apply to all Property Owners in the Estate. These Rules and Regulations in order to keep the Estate a safe, peaceful, and attractive area for all stakeholders. To this end, the Property Owner understands that the Rules and Regulations and/or the Architectural Guidelines may prohibit the Property Owner from certain undertakings, and that it may stipulate punitive fines payable to WPM by

anyone in breach of the Rules and Regulations or the Architectural Guidelines.

In particular

The Property Owner may not subdivide an Estate property without the prior written consent of WPM which consent shall only be given under extraordinary circumstances and in the sole discretion of the WPM.

The Property Owner may not erect any structures on an Estate Property without the prior written consent from WPM, and such consent shall only be given if the contemplated structures comply with the Architectural Guidelines.

The Property Owner may not sink any borehole or extract ground water from within the Estate without prior written consent from WPM which consent shall only be given under extraordinary circumstances and in the sole discretion of the WPM.

The Property Owner may not interfere with any communal infrastructure that may run within or at the boundary of the Property. Such communal infrastructure may include but is not limited to electrical power lines, optical or electrical communication lines, drains, culverts, conduits, roads, boundary walls, and communal fixtures. WPM shall have the right to install and erect reasonable additional infrastructure within or at the boundary of any Estate Property should it be needed for the communal safety or convenience of the Property Owners.

WPM shall have the right to enter onto any Estate Property for the purpose of inspecting or maintaining communal infrastructure, general compliance with this Deed of Adherence, and establishing and collecting outstanding levies and charges in accordance with the Fee Schedule. As far as circumstances allow, WPM shall strive to give due notice to the Property Owner before entering on any Private Property and/or carrying out any works thereon.

Levies and charges

Each Property Owner shall be obliged to pay monies to WPM for the provision of services and administration of the Estate. The amounts and modalities are established in a Fee Schedule that may

be amended from time to time by WPM to accommodate changes in general price structure and changes in service levels.

Responsibilities of the Property Owner vs. visitors and tenants etc

The Property Owner is responsible for compliance with every respect of this Service Contract by any and all visitors, tenants, residents, workers, contractors and other personnel that are within the boundaries of the Estate temporarily or permanently on behalf of the Property Owner.

In particular, the responsibility to pay levies, charges and penalties in accordance with the Fee Schedule lies solely with the Property Owner and cannot be forwarded to tenants, visitors, contractors, or other parties as the case may be.

Right to sanction a Property Owner

WPM is empowered to sanction a Property Owner that does not pay outstanding amounts within prescribed time periods and/or does not comply with this Service Contract, the Rules and Regulations, or the Architectural Guidelines as they apply from time to time.

Sanctions may include disconnecting certain services such as communal services and/or water supply as WPM may find fit. Sanctions may further include monetary penalties in accordance with the Rules and Regulations and/or the Fee Schedule as they apply from time to time.

Sanctions shall be reasonable and relevant in relation to the breach they seek to rectify with the overall aim that each Property Owner shall cover their part of the cost of the upkeep of the Estate and no Property Owner shall be allowed to be of undue nuisance to other Property Owners, residents, enterprises or guest in the Estate.

WPM or its assignees shall have the unconditional right to institute legal proceedings against a Property Owner in order to recover outstanding monies that is owed and/or rectify or stop undertakings that are in breach of any part of this Service Contract, the Rules and Regulations, the Architectural Guidelines, or the Fee Schedule. To the extent that such legal proceedings are judged in favour of WPM, the Property Owner shall be responsible to cover all legal and administrative costs of WPM relating to the legal proceedings in addition to what monies may have otherwise be owed.

Governing Law, Jurisdiction and Dispute Resolution

The provisions of this Service Contract shall be governed by and construed in accordance with the laws of the Republic of Zambia. In the event of a dispute or conflict arising out of this Contract either party may give notice in writing to the other party to refer such dispute or conflict to the arbitration of a single arbitrator sitting in Lusaka to be conducted in accordance with the provisions of the Arbitration Act NO. 19 of 2000 or any other statutory modification or re-enactment thereof

IN WITNESS whereof the Developer and the Property Owner have set their hands this day and year before written

SIGNED by the Service Provider

Per Tomas Rehnquist

Director, Waterfalls Property Management Ltd

Witnessed by:

Liselott Rehnquist

Director, Lighthouse Investments Ltd

SIGNED by the Property Owner

INSERT NAME

Witnessed by:

Signature

Name

Address

Occupation



Service Fee Schedule

This Fee Schedule is established by Waterfalls Property Management Ltd (WPM) for the services provided to Waterfalls Estates (a.k.a. Waterfalls Housing Development). It is valid as from 1 January 2022 and supersedes any previous schedules.

Monthly Service Fee, including water supply – ZMW 450

Water supply will be suspended for non-current accounts and outstanding dues must be cleared in full, including penalties and reconnection fee etc, before water supply is reinstated.

Services included in the Service Levy

- Security
- Maintenance of communal areas and utilities
- Communal water supply

Administrative charges and procedures

Invoices are issued by the 15th and due the last day of each month. Invoices include a statement of the account and will thus reflect the total of all previous invoices and payments.

In case the Service Levy is not paid on time, **water supply will be disconnected** until all outstanding charges are cleared. No credit or payment plans will be accepted. **An additional monthly penalty of ZMW100 will be charged for non-current accounts.**

Change of ownership

Change of ownership must be registered by signing of a Service Contract by the new owners. Note that **the registered owner is liable for all Service Fees and penalties** until the new ownership has been duly registered. A **Registration Fee of ZMW1,000 is charged for the registration of a new owner.**

Approval to start construction works

No construction works may commence without the prior written approval from Waterfalls Property Management. Approval is obtained by paying a **Scrutiny Fee of ZMW 2,000** and availing a full set of drawings of the contemplated structures to Waterfalls Property Management. Actual approval of the drawings is the prerogative of Waterfalls Property Management who will approve the drawing to the extent they comply with governing Architectural Guidelines. Important note: This process is totally separate and independent from the requirement of Chongwe District Council, so you still need to apply for a Building Permit according to due process.

---END---



Regulations

The purpose of these regulations is to ensure everyone's safe and peaceful enjoyment of their Property in Waterfalls Estates and to maintain a standard that add value to all Properties therein. **Therefore:**

Keep it nice and tidy

Every Property shall be maintained in a state of good repair and in a neat, clean and tidy condition commensurate with the Estate as a whole and in such manner as not to cause nuisance to any other inhabitants.

No Property may be used in such a manner as shall cause nuisance, offence, annoyance or loss to any other Property or inhabitant.

All rubbish shall be kept in covered containers that are adequately screened or enclosed.

All gardens and private areas are to be well-maintained clear of all dry weeds, long grass and other fire hazards.

Laundry and other unsightly items are restricted to the backyards, out of sight from neighbours.

Animals are not allowed except for house-trained dogs and cats which must remain on respective property at all times unless leashed under human supervision.

Farming of crop is not allowed other than limited vegetable gardens for household use.

Structures and land use

Subdivisions of land outside the scope of the Estate as planned by the Developer is not allowed.

Private boreholes are not allowed.

The integrity of the boundary perimeter may not be compromised, no private access points are allowed through the perimeter walls.

Construction of additional residential structures other than the one house originally provided is not allowed unless the structure has received prior written approval from the Developer and affected neighbours.

Any changes to the appearance of the property must have prior written approval from the Developer. Substantial changes will generally not be allowed.

Right of admission is reserved

Right of admission to Waterfalls Estates is reserved, and the Developer reserves the right to dismiss anyone who is not associated with a particular Property or who is in breach with any of these Regulations.

Registered Owner is responsible!

The Registered Owner of each Property is ultimately responsible towards the neighbours and the Developer for compliance with these Regulations of everyone who is staying in or visiting the Property and the communal areas of the Estate.

The Developers role

The Developer shall be allowed, at all reasonable hours, and after giving due notice as possible given the circumstances, to enter upon any Property for the purpose of inspecting, maintaining, repairing, or renovating any pipes, cables, ducts, drains or other facilities forming part of the Development as need be.

The Developer shall provide relevant security in the Development, but the Developer cannot be held responsible for any crime or other inconvenience that may occur in the Estate.

The Developer may impose fines and other sanctions against breaches of these Regulations.

The Developer shall seek to mediate in any dispute between neighbours in relation to these Regulations. In case a dispute cannot be resolved through such mediation, any property owner shall be free to take relevant legal actions.

---END---

Architectural Guidelines

General

These Architectural Guidelines are established to ensure that Waterfalls Estates is developed and maintained as an aesthetically and functionally attractive residential community where every individual structure adds value to the individual properties in a mutually beneficial symbiosis.

To this end, particular attention is given to the exterior appearance, dimensions, and proportions of structures and how they relate to the neighbouring spaces. A diversity of architectural styles and expressions is encouraged that contribute to the realization of a contemporary feel. Consequently, indifferent, imitative, pastiche, kitsch, and retrogressive (i.e. imitative of historic, particularly European, styles such as gothic, baroque, Tuscan etc.) architecture is discouraged.

Colour schemes

The exterior of each structure shall be coloured in a soft, off-white earthy shade. Details of the exterior such as windowsills, fascia boards and footings may be coloured in stronger off-white earthy shades.

Roofing must be coloured in off-white, grey, or terracotta. Blue, green, and galvanised colour is not allowed.

Maximum footprint

The total footprint of all buildings on a plot may not exceed 40% of the plot area. The total footprint equals the combined area of all slab foundations on the plot. A tiled veranda is thus included in the footprint while a carport is excluded from the footprint.

Example: Total footprint of all buildings on a 500 m² plot may not exceed 40% of 500 m² = 200 m²

Maximum floor area

The total floor area of all buildings on a plot may not exceed 50% of the plot area. The total floor area equals the total footprint PLUS the total area of any upper floors.

Maximum building height

No building shall exceed 8 meters in height measured vertically from the Mean Site Level as a horizontal line (i.e., it does not follow the contours of the plot) to the top of the highest point on the building's roof, parapet, or similar, in terms of these guidelines, a Mean Site Level is calculated by WPM as needed.

Sewer systems

Each plot shall have its own individual sewer system consisting of a septic tank and a soakaway which must be designed in strict adherence with our sewer system design guide. No sewer system may be located in Water Resource Exclusion Zones (with 30 meters from communal boreholes).

Storm water runoff and drains

Heavy rains tend to create free-flowing storm water runoff, especially from roofs and hard-surfaced ground areas. Each property must be designed with infiltration areas sufficient to soak up all such storm water within the confines of the property. Examples of infiltration areas include lawns and flower beds. No property is allowed to direct storm water runoff to neighbouring plots or communal areas without prior written permission from WPM.

Number of dwellings

Only one dwelling is allowed per plot. Exceptions may be granted to plots that are larger than normal in size and/or located at the end of cul-de-sacs to the extent that such exceptions are not of undue nuisance to neighbours or the overall aesthetics of the Estate. Any such exemptions are in the discretion of WPM and cannot be appealed.

Interfaces to roads and neighbouring plots

Each plot will have a garden side and a backyard side as established by WPM. The distance from the building to the neighbouring plot must be minimum 2.5 meters on the backyard side and a minimum of 4 meters on the garden side. The distance from the main building to the access road must be a minimum of 6 meters.

The overall planning of the plots shall be such that the garden (backyard) side of each plot faces the garden (backyard) side of its neighbouring plots as far as possible. This serves to maximize the green areas and the distance between the main openings of neighbouring buildings in the interest of mutual privacy.

Provisions for laundry lines must be made either behind the building or on the backyard side, i.e., out of sight for neighbours.

Boundary walls and palisades may be erected between different plots and towards roads and driveways. These boundary walls and palisades may be a maximum of 2 meters high except for sections that run within 4 meters from a communal driveway in which case it may be maximum 1.2 meters high. Exceptions may be granted to the extent it can be made without interfering with the overall aesthetics and openness of the Estate, for example at the end of cul-de-sacs. Any such exemptions are at the discretion of WPM.

Construction works only by registered contractors

The quality of all construction works undertaken in the Estate is critical for the overall value of the Development and all individual Properties therein. Construction works within the Estate may therefore only be undertaken by contractors are approved and registered by WPM.

Contractors can register with WPM by payment of applicable fee and submission of the following documents:

- Cover letter
- Proof of valid registrations with relevant regulatory bodies including National Council for Construction, NAPSA, Workers Compensation Fund, and ZRA
- Relevant insurance covers
- Identification of at least three successfully completed construction projects of similar nature to the projects considered within the Development and available for WPM to inspect.

Relevant obligations will apply to every contractor operating within the Estate to ensure safe and smooth integration between ongoing construction works and residential living. These obligations include:

Erect hoarding approved by WPM to screen the site during the entire building process.

Use access and egress routes as designated by WPM.

Dispose of all rubble and building materials in an approved manner.

Repair any damage to roads, verges, and the like caused by their building operations.

Carry out building operations only at agreed times.

Register all workers and sub-contractors and issue identification tags to all employees and sub-contractors and their employees.

Not allow any worker to sleep on the property at night unless employed and registered as a security guard.

Procedure for construction of new building or alteration of existing building in the Estate

The Property Owner is encouraged to consult with WPM early on in the design process for any contemplated new construction or alteration in order to comply with these Architectural Guidelines while accommodating the individual needs and preferences of the Property Owner in a convenient and cost-effective manner.

Final building plans including colour scheme must be submitted to WPM and a scrutiny fee paid in order to have the design approved. This shall be done prior to filing for building permit relevant authorities.

WPM may inspect the works at any time during construction in order to ensure compliance with the approved plans. WPM has the mandate to stop all construction works in case of suspected breach of these Guidelines or the approved plans.

WPM shall be informed in writing once the construction works are completed. WPM shall make a final inspection of the works and issue a Waterfalls Estate Occupancy Certificate to the extent the works comply with the plans and these Guidelines.

It is noted that the property may not be occupied without said Waterfalls Estate Occupancy Certificate and services including water supply may be withheld until any non-compliance are rectified.