



# **AAN DE WIJNLANDEN STELLENBOSCH**

**(PHASE 1)**

## **AGREEMENT OF SALE**

Between

**PURPLE PLUM PROPERTIES 82 (Proprietary) Limited**  
Registration Number: 2003/007014/07  
("Seller")

And

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("Purchaser")

## COVERING SCHEDULE

<b>1. PARTIES</b>	
1.1. Seller:	Purple Plum Properties 82 (Proprietary) Limited Registration Number: 2003/007014/07
Address:	3 <sup>rd</sup> floor, 132 Adderley Street, Cape Town, 8001
1.2. (First) Purchaser (full names):	
Identity No. / Registration No. / Date of Birth:	
Purchaser's Income Tax Reference No.:	
Representative's full names (if signing on behalf of a legal entity) :	
Residential Address (street address) / Registered Address:	
Postal Address:	
Telephone No: (Home)	
(Work)	
(Cell)	
Fax:	
E-mail address:	
Marital Status:	Single Married
(How married?)	in community of property out of community of property without accrual out of community of property with accrual foreign marriage
If foreign marriage, governed by the laws of:	(state country)
Married by Customary Law:	
Names Full of Spouse:	
Identity No. / Date of Birth:	
1.3. (Second) Purchaser (full names):	
Identity No. / Registration No. / Date of Birth:	
Purchaser's Income Tax Reference No.:	
Representative's full names (if signing on behalf of a legal entity) :	
Residential Address (street address) / Registered Address:	
Postal Address:	
Telephone No: (Home)	
(Work)	
(Cell)	
Fax:	
E-mail address:	
Marital Status:	Single Married
(How married?)	in community of property out of community of property without accrual out of community of property with accrual foreign marriage
If foreign marriage, governed by the laws of:	(state country)
Married by Customary Law:	
Names Full of Spouse:	
Identity No. / Date of Birth:	
<b>2. SUBJECT MATTER</b>	
2.1. Erf number	
Approximate Extent	m <sup>2</sup>
2.2. Dwelling/House type	
Total Estimated floor area (covered and uncovered)	m <sup>2</sup>

<b>3. PURCHASE PRICE</b>	
3.1. Purchase Price of the Erf(Inclusive of VAT @ 14%)	R
3.2. Purchase Price for the construction of the Dwelling (Inclusive of VAT @ 14%)	R
3.3. Optional extras	R
3.4. Total Purchase Price (Inclusive of VAT)	R
3.5.1 Reservation Deposit (if applicable)	R10 000.00 (Ten Thousand Rand)
3.5.2. Deposit:10% of the Total Purchase Price (including reservation deposit)	R
3.6. Balance payable: -In respect of the Erf on Transfer Date; -In respect of the Dwelling :	R _____ as stipulated in 4.1.3
3.7.1. Mortgage bond required	Yes / No
3.7.2. Amount of mortgage bond required	R
3.8. Date for payment of the Deposit	7 (Seven) days after the Signature Date
3.9. Date by which bond to be approved	Within 30 (Thirty) days after the Signature Date or such extended period as provided for in this Agreement
3.10. Date for issuing of the guarantee/s	Within 30 (Thirty) days after the Signature Date
<b>4. ESTIMATED DATES</b>	
4.1. Anticipated Commencement Date of Dwelling	August 2016
4.2. Anticipated Completion Date of Dwelling	From December 2016
4.3. Anticipated Transfer Date of ERF	July 2016
<b>5. ESTIMATED LEVY (EXCLUDING RATES)</b>	
5.1. Interim Levy (from transfer date)	Approximately R303 (Three Hundred and Three Rand)
5.2. Levy (from completion of dwelling)	Approximately R950(Nine Hundred and Fifty Rand)
<b>6. ESTIMATED RATES &amp; TAXES</b>	
To be determined by the Local Authority	
<b>7. TRANSFERRING ATTORNEY</b>	
7.1. Name of Attorney:	De Klerk & Van Gend Inc 3 <sup>rd</sup> floor, 132 Adderley Street Cape Town, 8001 Tel: 021 424 9200 Fax: 021 423 4590 Ref: Hennie Serfontein: hserfontein@dkvg.co.za
7.2. Attorneys' Trust Account:	De Klerk & Van Gend Inc Absa Bank Account number: 360 280 276 Branch code: 312 109 Swift code: ZA JJ312109 Reference: ADW___ (Erf No.)
<b>8. BOND BROKER</b>	
Name of Bond Broker:	Mortgage Max Attention: Sophia Vorster Cell Number: 082 372 8074 E-Mail Address: sophia@devpro.co.za
<b>9. ESTATE AGENT</b>	
9.1. Company:	
9.2. Sales Agent:	
Address:	
Telephone number:	
Email:	

## **ANNEXURES**

ANNEXURE A: SITE DEVELOPMENT PLAN OF PROPOSED AAN DE WIJNLANDEN DEVELOPMENT

ANNEXURE B: SITE DEVELOPMENT PLAN – PHASE 1

ANNEXURE C: SUBDIVISIONAL PLAN

ANNEXURE D: DWELLING/HOUSE TYPE PLAN

ANNEXURE E: SPECIFICATIONS

### **1. PREAMBLE**

- 1.1. The Seller is about to become the owner of Erf 6851 Eerste River and has entered into an agreement for the purchase of Erf 643 Eerste River and proposes to consolidate the erven and develop a residential phased development thereon, which will consist of single residential, group houses and sectional title units and to this end, is in the process of obtaining all the necessary approvals from the relevant authorities.
- 1.2. The Site Development Plan for Phase 1 of the proposed development has been approved by the relevant authority;
- 1.3. The Seller has agreed to sell and the Purchaser has agreed to purchase the subject matter, subject to the fulfillment of the conditions precedent recorded in this agreement;

### **2. INTERPRETATION**

In this Agreement:

- 2.1. unless the context clearly indicates otherwise, words importing the singular shall include the plural, words importing the masculine, feminine or neuter shall include the others or such genders, and words importing persons shall include bodies corporate, and vice versa in each instance;
- 2.2. when any number of days is prescribed, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 2.3. where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail;
- 2.4. the Annexures to this Agreement are deemed to be incorporated in and form part of the Agreement.
- 2.5. In this Agreement the following terms and conditions shall, unless inconsistent with the context, bear the meanings stated hereunder and cognate terms and expressions shall bear corresponding meanings:
  - 2.5.1. Architect: means GISELE VANDERSTRAETEN, the Architect in respect of the development and includes any member of the aforesaid firm;
  - 2.5.2. ARC: means the Architectural Review Committee as provided for in the Constitution;
  - 2.5.3. Attorney: means the Seller's attorneys described in the covering schedule;
  - 2.5.4. Agent: means the Seller's estate agent described in the covering schedule;
  - 2.5.5. ADWHOA: means the Aan De Wijnlanden Home Owners Association, a body corporate to be established for the development in terms of LUPO and which Association has a Constitution that must be approved by the Local Authority
  - 2.5.6. Business Day: means any Day except a Saturday, Sunday or officially proclaimed public holiday;
  - 2.5.7. Constitution: means the Aan de Wijnlanden Home Owners Association to be approved by the local authority and available on the website;
  - 2.5.8. CPA: means the Consumer Protection Act, Number 68/2008, as amended;
  - 2.5.9. Commencement Date: means in respect of the Erf, the date of commencement of installation of services and in respect of the dwelling, the commencement of the

construction of the dwelling on the Erf as per the Works and clause 4.1 in the covering schedule;

- 2.5.10. Completion Date: means in respect of the dwelling, a date subject to clause 13.5, not more than 6 months from the commencement date of the Works being the date of the Hand-over, which is estimated to be the date as referred to in Clause 4.2 of the Covering Schedule;
- 2.5.11. Covering schedule: means the Covering Schedule in the first part of this Agreement;
- 2.5.12. Deposit: means the Deposit described in clause 3.5. of the covering schedule;
- 2.5.13. Development: means, subject to the necessary consents from the relevant authorities, the proposed construction of a phased residential estate together with the necessary services, road and infrastructure, amenities, etc on the parent erf, Erf 6851 Eerste River and Erf 643 Eerste River, to be consolidated and to be known as Aan De Wijnlanden;
- 2.5.14. Defects List: means the list of defects as agreed upon by the Parties on the Practical Completion date and to be rectified by the Seller before the Hand over date;
- 2.5.15. Development period: means the date of transfer of the last saleable Erf in the development and construction of a dwelling thereon by the Seller or the date the Seller notifies the ADWHOA that it waives its rights herein, whichever is the earlier;
- 2.5.16. Direct Marketing: means to approach a person, either in person or by mail or electronic communication for the direct or indirect purpose of promoting or offering to supply, the Property to that person;
- 2.5.17. Due date: means the date for the fulfillment of any condition referred to in this agreement or the date for the payment of any amounts due in terms of this agreement, as the case may be;
- 2.5.18. Dwelling : means the residential house and allocated type plan to be built on the Erf in terms hereof and the Works;
- 2.5.19. Erf: means the erf number in 2.1 of the covering schedule on which a dwelling will be erected;
- 2.5.20. FICA: means the Financial Intelligence Centre Act No. 38 of 2001, as amended;
- 2.5.21. Hand-over date : means the date of final inspection of the completion of the Works and Defect list by the Seller or it's representative, and the Purchaser, at which inspection the Purchaser will sign the necessary 'happy letter' or consent letter to the financial institution for the release and payment of any balance outstanding to the Seller;
- 2.5.22. Levies: means the Levies that will be payable by the Purchaser to the ADWHOA to be established;
- 2.5.23. LUPO: means the Land Use Planning Ordinance No 15 of 1985 (Western Cape) as amended, and includes any superseding legislation or sub-ordinate legislation;
- 2.5.24. Material patent and latent defects: means an abnormal quality or attribute which destroys or substantially impairs the use or effectiveness of the subject matter for the purposes for which it has been sold or for which it is commonly used. It is latent when it is not visible or discoverable upon inspection of the subject matter;
- 2.5.25. Normal wear and tear: means the wear and tear ascribed to improvements to fixed property in general, including but not limited to touch-up paint of any nature, hairline cracks in the plaster work, any shrinkage/movement and expansion cracks between different components/materials used or cracking which might appear in control movement joints, any mould growth caused by a lack of ventilation and/or condensation, any doors and windows slamming in windy conditions or any damages caused thereby, wind and rain entering through open windows and doors and hot water cylinders which is covered by the guarantee issued by the supplier thereof;
- 2.5.26. Occupation Date: means the completion date or the date on which the Local Authority issues the Occupancy Certificate, whichever is the earliest provided however that all monies in terms hereof have been paid;
- 2.5.27. Occupational Interest: means an amount equal to the Prime Overdraft Rate, calculate pro rata per month on the Total Purchase Price;
- 2.5.28. Parent property: means Erf 6851 and Erf 643 Eerste River, City of Cape Town, Western Cape Province which on approval of the development and transfer of Erf 643 to the Seller, will be consolidated;
- 2.5.29. Parties: means the Seller and the Purchaser;
- 2.5.30. Prime rate: means a rate of interest per annum which is equal to the Absa Bank published minimum lending rate of interest per annum, compounded monthly in arrears, charged by

the said bank on the unsecured overdrawn the said bank on the unsecured overdrawn current accounts of its most favoured corporate clients in the private sector from time to time. (In the case of a dispute as to the rate so payable, the rate shall be certified by any manager or assistant manager of any branch of the said bank, whose decision shall be final and binding on the parties);

- 2.5.31. Practical Completion: means the date on which the Works have been substantially completed in order for the Parties to agree to the Defect List;
- 2.5.32. Purchaser: means the purchaser as described in the covering schedule and its successors in title, heirs, executors, administrators or assigns;
- 2.5.33. Purchase price: means the Purchase Price described in paragraph 3.1 – 3.4 of the covering schedule;
- 2.5.34. Seller: means the seller described in the covering schedule and its successors in title, heirs, executors, administrators or assigns;
- 2.5.35. Signatory date: means the date of signature of the party who signs the agreement first;
- 2.5.36. Site Development Plan : Means the Site Development Plan of the first phase of Aan De Wijnlanden Development attached as Annexure A;
- 2.5.37. Specifications: means the specifications annexed hereto as Annexure E and comprise the standard specifications and finishes which will be supplied as part of the execution of the Works;
- 2.5.38. Subdivisional Plan: means the Subdivisional Plan in respect of the development, approved by the Surveyor General and available on the website;
- 2.5.39. Subject matter: means the Erf and dwelling as described in paragraph 2 of the covering schedule;
- 2.5.40. Township Register: means the Township Register in respect of the Residential Estate to be opened in the Cape Town Deeds Registry in terms of Section 46 of the Deeds Registries Act;
- 2.5.41. Transfer date: means the estimated date referred to in Clause 4.3 of the covering schedule;
- 2.5.42. VAT: means Value Added Tax payable in terms of the VAT Act, No 89 of 1991 and the applicable rate payable from time to time;
- 2.5.43. Website: means the website of the development available on the internet at the following website address: [www.aandewijnlanden.co.za](http://www.aandewijnlanden.co.za)
- 2.5.44. Works: means the construction of the dwelling on the Erf in accordance with the Agreement, Plan, approved building plan, Specifications, and, if applicable, optional extras.
- 2.5.45. QS: means a registered quantity surveyor and project manager appointed by the Seller.

### 3. **SALE**

- 3.1. The Seller sells to the Purchaser who hereby purchases the subject matter and as will be finally described on the Site Development Plan and the General Plan read with the Township Register, on the terms and conditions contained herein and in:
  - 3.1.1. the Specifications;
  - 3.1.2. the Dwelling Plan;
  - 3.1.3. the agreement, LUPO approval and the Constitution;
  - 3.1.4. all other annexures hereto.
- 3.2. The Purchaser hereby confirms that he has inspected the Erf, and he is aware of and will at all times strictly adhere to and abide by the Constitution and all other authorities.
- 3.3. The Seller undertakes to execute the Works in a proper and workmanlike manner against payment of the Total Purchase Price. The Seller shall appoint a contractor to execute the Works on its behalf.
- 3.4. The Works shall be substantially in accordance with the Dwelling Plan, approved building plan and Specifications. The placement of the Works will be in accordance with the approved Dwelling Plan.
- 3.5. In the event of any discrepancy arising from the Dwelling Plan and the Specifications, the provisions of the Specifications shall prevail.

- 3.6. The Purchaser irrevocably grants a power of attorney to the Seller to sign and submit the necessary drawings and specifications to the Local Authority for its approval.

4. **PURCHASE PRICE**

- 4.1. The Total Purchase Price payable by the Purchaser to the Seller for the SUBJECT MATTER shall be the amount described in Clause 3.4 of the Covering Schedule, which amount is inclusive of Value Added Tax (the applicable rate is currently 14% which may increase or decrease in which event the Purchase price will also be adjusted) and which amount is payable as follows:
- 4.1.1. a deposit in the amount specified in 3.5.2 of the Covering Schedule, payable in cash, within 7 days upon signature hereof. The deposit paid in terms of this clause shall be invested by the Attorneys in an interest bearing trust account for the benefit of the Purchaser until registration of transfer; and
  - 4.1.2. the balance of the purchase price of the erf on registration of the transfer.
  - 4.1.3. the purchase price for the construction of the dwelling as specified in 3.2 and 3.3 of the Covering Schedule shall be payable by the Purchaser to the Seller in installments at various stages of completion of the dwelling as set out below:
    - 4.1.3.1. the first installment equivalent to TWENTY PERCENT (20%) shall be paid on completion for the floor slab;
    - 4.1.3.2. the second installment equivalent to TWENTY FIVE PERCENT (25%) shall be paid on completion of the brickwork to the wall plate level;
    - 4.1.3.3. the third installment equivalent to TWENTY FIVE PERCENT (25%) shall be paid on completion of the roof and ceiling;
    - 4.1.3.4. the fourth installment equivalent to TWENTY PERCENT (20%) shall be paid on completion of cupboards, electrical wiring and plumbing;
    - 4.1.3.5. the fifth installment equivalent to FIVE PERCENT (5%) shall be paid on date of practical completion;
    - 4.1.3.6. the final installment equivalent to FIVE PERCENT (5%) shall be paid on completion of the dwelling in all respects in accordance with the approved building plans and specifications, but prior to the date of occupation or tendered occupation, provided that the Purchaser shall not be entitled to take occupation until such time as the final installment has been paid;
    - 4.1.3.7. the Purchaser shall provide the Seller and/or a third party whom they may nominate, with a Bank/Financial institution or other acceptable guarantee for the payment of the dwelling price specified in 3.2 and 3.3 of the covering schedule and payable as set out in this clause. Such guarantee shall be provided not later than THIRTY (30) days after the Signature Date.
  - 4.1.4. In the event of the Purchaser requiring mortgage finance as referred to in the Covering Schedule and such mortgage bond being granted, payment shall be made by way of progress payment draws as determined by the relevant Bank or Financial Institution, to the satisfaction of the Seller.
  - 4.1.5. The Purchaser hereby irrevocably undertakes to sign all necessary progress payment application forms, made payable to the Seller, upon being requested to do so by the Seller or the Attorneys. The Purchaser accordingly hereby cedes to the Seller his rights to receive payment of such progress payment draws.
  - 4.1.6. In the event of the final payment/draw being less than the balance of the contract price, the Purchaser will pay such shortfall.
  - 4.1.7. Within 30 (THIRTY) days after the Signature Date, the Purchaser shall furnish the Seller with an irrevocable guarantee issued by a registered commercial bank for the due payment of the balance of the purchase price of the ERF;
  - 4.1.8. Alternatively to clauses 4.1.3.7 and 4.1.7. above, the Purchaser shall be entitled to pay into the trust account of the attorneys the balance of the purchase price of the Subject Matter, to be held by such attorneys in an interest bearing trust account, interest to accrue for the benefit of the Purchaser until the date upon which payment of the relevant amount falls due to the Seller. Should the Purchaser elect to deposit the relevant amounts with the attorneys as contemplated aforesaid, the Purchaser shall irrevocably authorize the attorneys to release from the funds so received the payments due to the Seller in terms of the provisions of this agreement and specifically in terms of clause 4.1.3 above;
  - 4.1.9. In the event of the Purchaser financing or part financing the purchase price of the Subject matter by way of a loan from a financial institution, the Purchaser specifically acknowledges that it will be responsible for payment of interest on the aforesaid loan from date of registration of the bond and undertakes in favour of the Seller to ensure such interest is

timeously paid in terms of the Loan Agreement between the Purchaser and the Financial Institution.

4.1.10. The Purchaser hereby undertakes to provide the Attorneys with all such information and/or documentation required in order to comply with the Financial Intelligence Centre's Act No 38 of 2001 requirements.

- 4.2. All monies payable by the Purchaser in terms of Agreement, and unpaid on due date, shall bear interest at the rate of 3% (three percent) above the prime rate, calculated from the due date of payment to the actual date of payment thereof.
- 4.3. All or any payments to be effected hereunder, shall be effected by the Purchaser to the Seller's attorneys, free of any exchange, at Cape Town and without deduction or set off.
- 4.4. Interest earned on any portion of the purchase price invested for the account of the Purchaser may be utilised towards payment of any amounts due by the Purchaser under this Agreement.

#### **5. CONDITION - LOAN**

- 5.1. In the event of the Purchaser requiring bond finance for the acquisition of the Subject Matter, this agreement shall be subject to the condition precedent that the Purchaser is offered a loan by a recognized financial institution in the amount and by the date as specified in the Covering Schedule, on the institution's usual terms and conditions relating to such loans (which may include the signing of suretyships).
- 5.2. This condition shall be deemed to have been fulfilled upon the Purchaser obtaining an offer from a financial institution as contemplated for a loan as herein envisaged. Should the purchaser be unsuccessful in obtaining the finance, then the deposit and any interest accrued will be refunded to the Purchaser.
- 5.3. The Purchaser hereby authorizes the Seller or his agent to apply on behalf of the purchaser for a loan referred to in 5.1. and hereby irrevocably authorizes the Seller and or his Agent to make application on his behalf. The Purchaser acknowledges that the convenience of applications for loans in the development being submitted through the same channels justifies this condition.
- 5.4. The Purchaser hereby undertakes to use his best endeavors to ensure that the said loan is granted timeously and to sign and provide all such documents and to do all such things as may reasonably be necessary or required for purposes of obtaining the grant of the mortgage loan and, after the loan has been granted, registration of the mortgage bond. Should the Purchaser fail to sign and or provide all such documents and/or do all such things, any such failure shall be deemed to be a breach of a material term or condition of this agreement by the Purchaser.
- 5.5. The Purchaser acknowledges that is fully aware of the requirements of the banks with regard to the maximum loan which banks are prepared to grant on the basis of income and commitments of the borrower and the Purchaser hereby warrants that its income is sufficient in relation to its commitments to meet the requirements of the bank in this regard and having regard to the amount of the loan applied for.
- 5.6. It is a condition of this Agreement that in the event of the Purchaser's application for a loan being successful, the registration of the mortgage bond shall be effected and registered by the Attorneys unless agreed to otherwise in writing by the Seller. The Purchaser undertakes to procure that the financial institution from which the Purchaser obtains the loan instructs the Attorneys to attend to the registration of such bond. The Purchaser acknowledges that the convenience of the bond being registered by the same attorneys as will be attending to the transfer justifies the condition.
- 5.7. The Purchaser shall be liable for payment of all costs and incidental to the registration of the mortgage bond, including attorneys' fees and necessary disbursements, and any costs payable to the proposed mortgagee.

#### **6. VAT**

Except for the Total Purchase Price, or where expressly set out to the contrary, all other amounts payable by the Purchaser are described as excluding VAT and the Purchaser shall where applicable pay such amounts plus VAT calculated at the rate then applicable, to the Seller or any other party to whom such payment is due.

#### **7. IRREVOCABLE OFFER**

This Agreement, once signed by the Purchaser shall be regarded as an offer by the Purchaser and shall be irrevocable and open for acceptance by the Seller within a period of forty five (45) days from date of signature by the Purchaser and shall not be capable of being withdrawn by the Purchaser during the said period.



**8. CONDITION – APPROVAL OF PLANS**

This agreement is subject to the approval of the development by all the relevant authorities and building plans by the Local Authority.

**9. CONSUMER PROTECTION ACT**

Should the Consumer Protection Act apply to this Agreement:

- 9.1. The Purchaser confirms that this sale did not come about as a result of direct marketing by the Seller, but that the Agreement has been concluded as a result of negotiations between the parties after the Purchaser was provided sufficient time and opportunity to receive and comprehend the nature and effect of all the provisions of the Agreement.
- 9.2. The Purchaser specifically acknowledges that the provisions of the agreement highlighted in bold have been drawn to the attention of the Purchaser, as confirmed by the initials of the Purchaser adjacent to the highlighted clauses, which contain provisions which:
- 9.2.1. Limit the risk of the Seller;
- 9.2.2. Constitute an assumption of risk or liability on the part of the Purchaser;
- 9.2.3. Impose an obligation on the Purchaser to indemnify the Seller; and/or
- 9.2.4. Constitute an acknowledgement of facts by the Purchaser.

**10. TRANSFER & TRANSFER COSTS**

- 10.1. Transfer of the erf shall be passed by the Attorneys and taken as soon as is reasonably possible and against the opening of the Register, provided the Purchaser has complied with all the terms and conditions herein.
- 10.2. The Purchaser shall, on demand, sign all documents necessary to give effect to such transfer and cession and undertakes to deliver/furnish, on demand, to the Attorney such documents/information as may be required to procure compliance with the provisions of the Financial Intelligence Centre Act No 38/2011 arising from this transaction.
- 10.3. Without prejudice to any other rights it may have, the Seller shall be entitled to withhold transfer in the event of any monies being outstanding by the Purchaser whether in respect of the purchase price, costs, occupational rental, levies or any other amount due under this agreement.
- 10.4. The Purchaser specifically acknowledges and accepts that lodgment of the purchaser's transfer documents in the Deeds Registry shall be entirely in the discretion of the Attorneys and the Purchaser shall have no claim of whatsoever nature arising from delay in registration and his obligation to pay interest in terms of this Agreement shall remain binding.
- 10.5. All attorneys' fees relating to transfer costs only, including VAT of 14% (which may increase or decrease) thereon, costs of all necessary Affidavits, Deeds Office fees relating to the registration thereof, are included in the Total Purchase Price.

**11. CO-OPERATION TO EXPEDITE TRANSFER**

- 11.1. The Purchaser will sign all documents necessary to effect transfer of the Erf and return same and all other documents, resolutions, certificates and payment of the bond registration costs and fees as determined by the Attorneys, to the Attorneys within 5 (five) Business Days after having been requested to do so, in writing.
- 11.2. The Purchaser acknowledges and accepts that the Purchaser has bought Subject Matter in a development where a development mortgage bond is or will be registered. Transfer of the Erf will occur simultaneous with transfers to other purchasers necessitated by the Erf sold having to be released from the operation of the mortgage bond. As a result of the above, lodgment of the Purchaser's transfer documents at the Deeds Office may be delayed.

**12. EXTENT, ONEROUS CONDITIONS AND WARRANTIES**

- 12.1. The Subject Matter is sold on the basis that the extent of the Erf is as set out in Clause 2.4 of the Covering Schedule.
- 12.2. The Subject Matter is sold subject to all conditions and servitudes pertaining thereto, imposed by any competent authority, the Local Authority, the Seller, any professional consultant of the Seller or in terms of LUPO. The Seller may in its sole discretion amend the lay-out of the Development, as

indicated on the SDP, or if so required by any competent authority, the Local Authority or in terms of LUPO.

- 12.3. The various budgets presented to the Purchaser are estimates of income and expenditure as at the time of conclusion of this Agreement.
- 12.4. The Purchaser hereby acknowledges that he has not been influenced into entering into this Agreement by any express or implied information, statement or representation given or made by or on behalf of the Seller, unless same is expressly and specifically recorded in this Agreement. The Purchaser hereby waives in favour of the Seller any rights whatsoever which he otherwise may have obtained against the Seller as result of any such information, statement or representation given or made by or on behalf of the Seller which is not so expressly and specifically recorded. It is recorded that all artistic, architectural, photographic and in any way visual presentation material including but not limited to models, brochures and pamphlets and the show unit used by the Seller or the Estate Agent or the Sales Agent in the marketing and selling of the Subject Matter hereby purchased and sold, have been prepared and distributed as advertising material only; and that the Seller shall in no way be bound and the Purchaser shall have no claim in respect of any information state therein or impression conveyed thereby; and that no representation is thereby made by the Seller, and that the Parties shall be bound by the terms contained in this Agreement only.
- 12.5. Portions of the Development may be utilized by the Seller as a Show Village.
- 12.6. The Purchaser acknowledges that he is aware that the view currently enjoyed and/or the projected view from the Subject Matter hereby sold, may be effected by the development of the Parent Property and/or the construction of any further buildings on the Land or any adjacent plot/development in the vicinity of the Subject Matter. The Purchaser accordingly acknowledges and agrees that the Purchaser shall have no claim or right of action whatsoever against the Seller arising from such impact on or impairment of the view from the Subject Matter, or any derogation from the value thereof, as a result of any such ongoing development or further buildings.
- 12.7. All undertakings and commitments given by the Seller to the Purchaser in terms of this Agreement are personal to the Purchaser who shall not be entitled to cede, assign or make over its rights thereto.
- 12.8. The Seller may do reasonable earthworks or land-filling on the Erf.
- 12.9. The Purchaser declares that he is aware of the fact that the development will consist of various phases for which site development plans will be approved and that further development rights, have not as yet been approved and that the Purchaser hereby irrevocably consent to any amendments to the current and future further site development plans to be approved and or development rights in respect thereof, as may be agreed between the Seller, in its sole discretion, and the Local Authority or imposed in terms of LUPO or any other relevant legislation. The Purchaser irrevocably waives its rights to object to any amendment as provided for in this Clause 12.9.
- 12.10. The Purchaser acknowledges that transfer may be subject to the registration of the servitudes which may affect the Erf. Upon final determination of the servitudes the Purchaser shall consent to the registration of such specific servitudes. The whole of this clause is contingent on any such servitude not affecting the dwelling constructed or to be constructed on the Erf.

### **13. POSSESSION AND OCCUPATION**

- 13.1. The Purchaser shall be placed in possession of the Erf on the Transfer Date or the Occupation Date, whichever is the earlier, from which date the Purchaser will be entitled to all income and be liable for all expenses pertaining to the Erf.
- 13.2. The Purchaser acknowledges that on the Transfer Date construction of parts of the Development including the clubhouse and recreational facilities, roads and other infrastructure, pathways, etc may not yet have been completed. The Purchaser accordingly hereby acknowledges that he might be subjected to nuisance, noise and other inconvenience from whatsoever cause arising and howsoever arising. The Purchaser shall have no claim whatsoever against the Seller, nor shall the Purchaser be entitled to any reduction in the purchase price or interest thereon by reason of any such inconvenience and/or interruption. The Seller shall however use his best endeavours to procure that such inconvenience or interruption is kept to a minimum.
- 13.3. The Seller shall take full responsibility for the Works from the date on which possession of the Erf is given to the Seller and up to the issue of the certificate of practical completion. Thereafter, responsibility for the Works and risk in the dwelling, shall pass to the Purchaser.
- 13.4. The Purchaser shall be liable for all levies, rates and taxes, water and electricity consumed in respect of the Erf from the Transfer Date.
- 13.5. In the event that the Seller anticipates that the actual Completion Date will be later than the estimated completion date as referred to in Clause 4.1. of the Covering Schedule, it shall give notice to the Purchaser, at least 30 (Thirty) days prior to the estimated completion date (as per Clause 4.1 of the Covering Schedule), of the new expected Completion Date. The Purchaser shall have no claim against the Seller for damages or for compensation of any other nature by reason of the Completion Date, having been amended and delayed.

- 13.6. The Subject Matter will during the construction period be under the control of the Seller and the Purchaser will only be entitled to access the Subject Matter, prior to the Completion Date, if accompanied by the Seller or his representative, on a pre-arranged time.
- 13.7. The failure on the part of the Purchaser to take physical occupation (whether personally or by agent) or to accept the keys to the Dwelling shall not affect the Occupation Date, which shall remain as defined.
- 13.8. The occupation date shall under no circumstances be deferred or the Dwelling considered unsuitable for beneficial occupation by reason of any improvements, additions or alterations to be effected to the Dwelling by or at the request of the Purchaser not having been completed.

**14. COMMENCEMENT AND COMPLETION OF WORKS**

- 14.1. It is recorded that the Purchaser shall hand possession of the erf to the Seller on the transfer date to enable the Seller to commence and complete the construction of the dwelling.
- 14.2. The Seller shall be entitled to retain possession of the dwelling until all amounts owed to the Seller under this contract and under any other agreement or arrangement between the Seller and the Purchaser in connection with the dwelling have been paid and all obligations of the Purchaser in terms of this contract have been fulfilled.
- 14.3. The Seller shall commence construction of the dwelling on the transfer date stipulated in the Covering Schedule or as soon thereafter as possible, provided that the Seller shall not be obliged, at its election, to commence the construction of the dwelling until:
- 14.3.1. The Purchaser has furnished adequate security to the Seller's satisfaction for the balance of the building price which shall be payable on the completion date;
- 14.3.2. All necessary consents, approvals, registrations and other authorities have been obtained;
- 14.3.3. The Erf is registered in the name of the Purchaser and the Purchaser's bond (if applicable) has been registered.
- 14.4. If commencement of the dwelling is delayed for longer than a period of THREE (3) months after the commence date as stipulated in the Covering Schedule for any reason other than a reason attributable to the fault and/or omission of the Seller, then the Seller shall be entitled in its sole discretion to resile from this agreement, with neither party having any further claim against one another, other than a refund to the Purchaser of any deposit paid in terms hereof, or alternatively the Seller may claim an adjustment to the building price in accordance with any increases in the costs of material and/or labour which might in the interim have occurred. In the event of the parties not being able to reach agreement as to the adjustment to the building price, then the QS shall determine the dispute and the QS's determination shall be final and binding on all parties.
- 14.5. The Seller shall endeavor to complete the dwelling within 6 (six) months from the commencement of construction of the dwelling.
- 14.6. The Seller shall give the Purchaser thirty (30) days notice in writing of the anticipated completion date of the dwelling and seven (7) days notice of the practical completion date;
- 14.7. For the purposes aforesaid, the occurrence of any one of the following shall constitute the date of completion of the dwelling:
- 14.7.1. The date of formal handing over of the keys to the dwelling of the Seller to the Purchaser and the signing by the Purchaser of a handing-over certificate or happy letter in acknowledgement thereof; or
- 14.7.2. The date of the issue of a certificate signed by the QS stating that the dwelling have been satisfactorily completed provided however it shall be issued as provided for in Section 16(3)(b) of the Consumer Protection Act 68 of 2008, whichever of these dates shall be the earliest;
- 14.8. Notwithstanding anything elsewhere provided for in this agreement all amounts owing in terms of this agreement which have not already been paid in terms of the provisions of this agreement shall be forthwith payable on the completion date.

**15. SITING AND FINISHES OF BUILDINGS**

- 15.1. Should it for any reason be required, the Seller shall be entitled to make the necessary minor changes where it in the Seller's sole discretion considers it necessary to alter the siting of either dwelling or out-buildings or both from the positions shown on the site layout and drawings forming part of the annexures hereto, subject to the condition that any additional costs incurred in making these alterations shall be borne by the Seller ;
- 15.2. The Purchaser shall have no claim of whatsoever nature or howsoever arising against the Seller for damages as a result of a change of or an error in the siting of the dwelling or outbuildings or both;

- 15.3. The Purchaser shall make an election from the choices of finishes available within the time period stipulated in writing by the Seller to the Purchaser;
- 15.4. In the event that the finishes required by the Purchaser are not available or obtainable, then the Seller shall in its sole discretion be entitled to select similar finishes;
- 15.5. The Purchaser undertakes to co-operate with the Seller and to provide all information necessary for the due completion of the dwelling. The Purchaser shall be responsible for all costs related to delays in terms of 15.3. and 15.4.

#### **16. COMPLETION AND HANDOVER INSPECTION**

- 16.1. The Parties or their representatives shall be obliged to attend the Hand-over as well as the practical completion date.
- 16.2. If the Purchaser fails to attend the Hand-over date and or Practical completion date within the period after having received written notice thereof by the Seller, then the Defect list will be drawn by the QS on behalf of the Purchaser and the Hand over date conducted and accepted by the QS on behalf of the Purchaser.
- 16.3. The Seller shall remedy the defects on the Defects List as soon as reasonably possible.

#### **17. DEFECTS AND VOETSTOOTS**

- 17.1. The Seller shall, as provided for in the CPA, remedy any material patent and latent defect in the Works due to faulty workmanship or materials, manifesting itself within 6 (Six) months of the Completion Date, provided that the Purchaser notifies the Seller thereof in writing within the said period of 6 (Six) months.
- 17.2. In the absence of notice as referred to in Clause 17.1 above, the Purchaser shall be deemed to have accepted the Works in a fit and proper condition and be deemed to have acknowledged that the Seller has fully complied with its obligations as set out in this Agreement and the Works will become "voetstoots". The Seller, other than as provided for herein, shall not be liable for any defects in the Works or in respect of anything relating thereto, whether patent or latent after expiry of the period as referred to in Clause 17.1 of this Agreement.
- 17.3. In addition to the obligation of the Seller in Clause 17.1 to remedy patent and latent defects, the Seller shall in terms of the NHBRC requirements be obliged to:
  - 17.3.1. remedy any material latent defect in the Works due to faulty workmanship or materials, manifesting itself within 90 (Ninety) days of the Completion Date, provided that the Purchaser notifies the Seller thereof in writing within the said period of 90 (Ninety) Days;
  - 17.3.2. at its own expense repair any roof leaks that occur in respect of the Works within the first 12 (Twelve) months of the Completion Date, provided that the Purchaser notifies the Seller thereof in writing within the said period of 12 (Twelve) months;
  - 17.3.3. rectify any defect of a patent or latent nature in respect of the substructure, the superstructure and the roof structure of the Works for a period of 5 (Five) years of the Completion Date, provided the Purchaser notifies the Seller in writing thereof within the said 5 (Five) year period.
- 17.4. The Seller shall not be liable for any defects in the Works in respect of Normal Wear and Tear or any defects or damages caused by the conduct of the Purchaser, whether willfully or by his negligence.
- 17.5. The Purchaser shall be obliged to give the Seller, its agents and sub-contractors unobstructed access reasonably required to remedy the patent or latent defects that are required to be remedied in terms of Clause 17. Repairs will be done during working hours, Monday to Friday.
- 17.6. The final extent of the Works may vary from the extent indicated on the marketing floor plan (Annexure D). If the difference in the extent is less than 10% (Ten) than the extent stipulated on the marketing floor plan, the Parties will have no recourse against each other. If the difference in the extent is more than 10% (Ten) less than the extent stipulated on the marketing floor plan, the Total Purchase Price will be amended pro rata and finally determined by the QS.

#### **18. VARIATIONS**

Should the Purchaser, after signature of this agreement, require that any aspect of the dwelling be varied and/or any extra work be carried out by the Seller, then such request shall be made in writing whereupon the Seller may (but is not obliged) to submit a written quotation in respect of the costs of

such variations/extras including the cost of the architect and QS. On signature of the quotation by the Purchaser this agreement will be deemed to be accordingly varied. All costs arising from such variation/extras shall be paid by the Purchaser to the Seller prior to the Seller proceeding with the Works in respect of such dwelling.

19. **RIGHTS AND OBLIGATIONS OF THE SELLER**

- 19.1. The Seller shall during the construction of the dwelling, maintain sufficient public liability insurance.
- 19.2. Notwithstanding anything to the contrary herein contained, ownership of all materials used in the execution of the Works shall remain vested in the Seller until such time as all amounts due in terms of this Agreement have been paid in full.
- 19.3. Copies of the following documentation will be supplied by the Seller to the Purchaser on Completion Date:
  - 19.3.1. Electrical Compliance Certificate;
  - 19.3.2. Roof Certificate (A19);
  - 19.3.3. Approved plan;
  - 19.3.4. Occupation Certificate issued by the Local Authority;
  - 19.3.5. Plumbing Certificate;
  - 19.3.6. Gas Certificate (if applicable);
  - 19.3.7. NHBRC Certificate;
  - 19.3.8. Guarantees from third parties (if applicable).
- 19.4. The Seller may appoint any third party to execute any of the Works provided that the rights of the Purchaser in terms of this Agreement against the Seller shall not be affected in any way by such appointment.
- 19.5. The Seller is exempted from liability for making good damage caused to the Subject matter by surface water, storms or rainwater, ground containing clay or other shifting soil, settlement or cracking, earth tremors, geological disturbances and/or subsidence, the nature of the subsoil or terrain and the moisture content of the subsoil and shall under no circumstances be responsible for any consequential damage arising therefrom. This excludes damaged caused by the Seller or its agent during the construction Phase

20. **NATIONAL CREDIT ACT AND OUTSTANDING TAXES**

- 20.1. In the event this Agreement is subject to the National Credit Act 34 of 2005, the Purchaser undertakes that:
  - 20.1.1. Once the mortgage bond is approved and the pre-arrangement statement and quotation is accepted, the Purchaser shall not do anything that may cause the Purchaser to become over-indebted in terms of the National Credit Act or cause the bank to withdraw the bond approval.
  - 20.1.2. The Purchaser shall not do anything between the date of acceptance of the pre-agreement statement and quotation and registration of the mortgage bond which may cause the Purchaser's financial situation to deteriorate.
  - 20.1.3. At any time of signature of this Agreement, the Purchaser is not –
    - 20.1.3.1. Over-indebted and/or
    - 20.1.3.2. Subject to debt review and/or
    - 20.1.3.3. Subject to an administration order.
- 20.2. The Purchaser does not and will not be, on the Signature Date and until the Transfer Date, in default of any income or other tax law obligations to the South African Revenue Services which will serve to delay the obtaining of transfer duty receipts or exemption certificates from the South African Revenue Services or not do anything that will or can cause such a delay.

21. CAPACITY OF PURCHASER

- 21.1. Insofar as there may be more than one Purchaser of this Agreement, the liability of each of such Purchasers shall be joint and several for the whole amount. This Agreement will at all times be binding on the Purchaser's heirs, administrators, assigns or successors in title.
- 21.2. The Signatory shall in his personal capacity be liable for the due fulfilment of all the terms and conditions of this Agreement.
- 21.3. In the event of the Purchaser being a Company to be formed, the signatory for the Purchaser shall be personally liable for all obligations of the Purchaser as though he contracted in his personal capacity if:
- 21.3.1. The company in respect whereof he acts as trustee is not incorporated within 30 (Thirty) days of date signature hereof by such signature; and/or
- 21.3.2. The company having been incorporated, fails to adopt and ratify unconditionally this transaction without modification within seven (7) days of incorporation.
- 21.4. Upon timeous formation of the said Company and due and timeous ratification and adoption of this transaction as aforementioned the said signatory shall become and be liable to the Seller as surety for and co-principal debtor with the company for its obligations as Purchaser in terms of this Agreement under renunciation of the benefits of excussion and division.

22. HOMEOWNERS ASSOCIATION

- 22.1. The Purchaser will become a member of the ADWHOA as from the Transfer Date and become obliged to comply with all the obligations imposed upon him by the Constitution and the Conduct Rules, including the payment of Levies.
- 22.2. The ADWHOA will be or has been established for the benefit of all owners of erven or units within the Development as provided for in the Constitution and the Estate Rules.
- 22.3. The Seller shall, on the Transfer Date, register a title deed condition against the Property, in terms of which the Property shall not be transferred without the written consent of ADWHOA.
- 22.4. Any buildings erected in the Development (including any improvements or alterations thereto) shall be subject to the written approval thereof by the ARC, ADWHOA and the Local Authority before commencement of any relating construction work.
- 22.5. The Purchaser acknowledges and agrees that he may not alienate or pass transfer of the Subject Matter unless he obtains a Clearance Certificate from the Association (against payment of such fee as the Association may charge) that all amounts owing by the Purchaser to the Association have been paid or satisfactorily secured and that the Purchaser has complied with all his obligations in terms of the Association's Constitution and the Estate Rules. The Purchaser acknowledges and agrees that he shall not be entitled to the consent and such Clearance Certificate as may be required for purpose of transfer unless he has complied with all such obligations as aforementioned.
- 22.6. It is an express and material term of this agreement that the Purchaser shall not be entitled in any manner to alienate his property unless:
- 22.6.1. the provisions as provided for in clause 22 have been complied with;
- 22.6.2. the proposed alienee has bound himself to the satisfaction of the Association to become a member of the Association upon transfer of the property to him and that upon registration of the transfer of the property into the name of the alienee, the alienee shall automatically become a member of the Association;
- 22.6.3. the alienee has acknowledged in writing being aware of, and agreeing to be bound by, the provisions of this clause 22.

23. LEVIES

- 23.1. After the Transfer Date, the Purchaser shall be liable to pay the Levies to the ADWHOA.

- 23.2. It is estimated that the Levy payable in terms of Clause 22.1. will approximately be equal to the amount described in Clause 5 of the Covering Schedule or less during the construction period of the dwelling but can be adjusted as further phases in the Development are registered.
- 23.3. The Levies will be payable monthly in advance on the 1<sup>st</sup> day of the month, save for the first month after the Transfer Date, in which instance the Purchaser will pay for 2 (Two) months in advance.
- 23.4. All Levies will be paid directly to ADWHOA except that the transferring attorney may levy the first two months on behalf of the ADWHOA if not formed yet.

#### 24. CESSION

- 24.1. The Seller shall be entitled to cede any of its rights and delegate any of its obligations in terms of this Agreement, and, to the extent that it may be necessary, the Purchaser consents thereto.
- 24.2. The Purchaser shall not, without the Seller's prior written consent, in the sole discretion of the Seller, be entitled to sell the subject matter or in any way to part with beneficial ownership thereof or to advertise same for sale, prior to the registration of transfer of the Erf to the Purchaser.
- 24.3. When granting any consent, the Seller shall be entitled to impose such reasonable conditions as it considers necessary in order to protect the interest of all the parties hereto and shall furthermore be entitled to stipulate that such disposal and/or alienation shall be effected through the Agent.
- 24.4. The Purchaser shall not be entitled to appoint any sub-contractor, artist, craftsmen or other expert to do work on the Subject matter of whatsoever nature while the construction of the dwelling is in progress.

#### 25. AGENTS COMMISSION

It is recorded that the Agent has a mandate to market the subject matter and the Purchaser hereby indemnifies the Seller against any claim or action for the due payment of commission from any other party. The Seller shall be liable for payment against registration of transfer of agent's commission.

#### 26. ACKNOWLEDGEMENTS AND OBLIGATIONS

- 26.1. It is the responsibility of the Purchaser to acquaint himself with the contents, terms, conditions, stipulations and obligations contained in the Constitution, and any environmental plan imposed by the authorities.
- 26.2. The Purchaser is aware of the fact that all service providers appointed by the Seller, must be utilised by the Purchaser or the ADWHOA.
- 26.3. The Purchaser is aware of the limitation on the appointment and utilisation of Estate Agencies and the accreditation procedure and requirements in respect of such Agencies as per the Constitution.
- 26.4. The Purchaser must use the prescribed agreement of sale and appoint the Transferring Attorneys to attend to the transfer of the Subject matter in the instance of the Purchaser selling the Subject matter before the completion date.
- 26.5. It will be a stipulation in the Constitution that during the development period the Seller shall inter alia:
  - 26.5.1. not be liable for levies on any unsold erven
  - 26.5.2. not be required to comply with or submit plans to the ARC and ADWHOA;
  - 26.5.3. be entitled to market the development on the Parent Property, erect marketing material, show houses during the week and weekends,
  - 26.5.4. Issue clearance certificate and not be liable for the cost thereof;
  - 26.5.5. Be entitled to nominate and appoint trustees to the ADWHOA and have majority voting rights;
  - 26.5.6. Appoint a managing agent to administer, control and manage the common property.
- 26.6. The Purchaser acknowledges that he is aware of the powerlines which is to the north of the Land and applicable in future phases of the development and accepts full responsibility

for any damages that the Purchaser or any member of his household or any visitor may suffer as a result of ignorance and/or neglect to obey the warning signs displayed by the Seller in close proximity to the powerlines. The Purchaser hereby irrevocably indemnifies the Seller and the ADWHOA against any claims or damages that any of them might suffer as a result of non-compliance of this obligation by the Purchaser.

- 26.7. The Purchaser is aware of the fact that an Environmental Officer might be employed and be present on the Parent Property during the Development Period.
- 26.8. The Purchaser accepts the gradient and contours on the Erf as per the grid line cut across the Erf, prepared by the Engineers appointed by the Seller
- 26.9. Included in the purchase price are the cost of the following:
- 26.9.1 Water and /or electricity consumption and other services payable to the Local Authority during the construction of the Works,
- 26.9.2 The costs of preparing standard building plans as well as the cost of obtaining ARC approval and Local Authority approval of any plans, including all scrutiny fees, electrical connection fees and other connection fees payable to the Local Authority or any other relevant authority.
- 26.10. The following costs are not included in the purchase price:
- 26.10.1. Where changes to the Seller's standard plans and placement of the dwelling on erven are made, additional costs, including the Architects and QS costs may be levied.
- 26.10.2. Connection fees to outside providers eg Vodacom are not included in the purchase price.
- 26.11. It is recorded that the Local Authority (Rates Department) must apportion the rates and taxes paid by the Seller. It is the responsibility of the Purchaser to notify the Local Authority of the Transfer Date and to ensure that he receives the correct accounts from the Local Authority as from the Transfer Date, including any amount refundable by the Local Authority.
- 26.12. It is further anticipated that certain services, including the provision of water and electricity may be supplied by the ADWHOA or metered by a supplier appointed by the ADWHOA and the Purchaser undertakes to make payment to the ADWHOA or the appointed supplier, of its charges in respect of the metered consumption of such services, in accordance with the Constitution.

## 27. BREACH

- 27.1. If either the Purchaser or the Seller ("the defaulting party"):
- 27.1.1. Fails to pay any amount due by that party and remain in default for more than 7 (Seven) days of being notified to pay by the other party ("the aggrieved party");
- or
- 27.1.2. Commits any other breach of this Agreement and fails to remedy such breach within a reasonable time of being called upon by the aggrieved party in writing to do so;

The aggrieved party shall be entitled:

- 27.1.3. To cancel this Agreement and to claim damages
- 27.1.3.1 to retain the deposit and accrued interest as pre-estimated damages, or
- 27.1.3.2 to retain all monies paid by the Purchaser pending determination of the Seller's damages; or
- to claim immediate performance of the obligations of the defaulting party, without prejudice to any other rights or remedies, which it may have in law, including the right to claim damages
- 27.2 Should the Purchaser dispute the Seller's right to cancel this Agreement, then pending the determination of that dispute, the Purchaser shall be obliged to continue payment of all amounts payable by him in terms of this Agreement on the due dates thereof and the Seller shall be entitled to recover and accept those payments without prejudice to the Seller's claim for cancellation of this Agreement or any other rights of the Seller whatsoever.
- 27.3 Upon cancellation of this Agreement for any reason whatsoever, the Purchaser hereby undertakes to vacate forthwith the Subject matter and to procure that the Subject Matter shall be vacated by any persons who occupy it through the Purchaser's title or by his permission. Occupation shall be redelivered in the same good order and condition as at the date of possession.



- 27.4 The Purchaser shall have no claim in respect of variations or improvements to the Subject Matter.

**28. NOTICE AND ADDRESS FOR SERVICES OF NOTICES**

- 28.1. Each of the parties chooses their respective addresses set forth in the Schedule as their addresses for the purpose of the receiving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement, save that from Occupation Date the Purchaser's address for that purpose shall be the Subject Matter.
- 28.2. Each of the parties shall be entitled from time to time, by written notice to the others to vary its aforesaid address to any other address within the Republic of South Africa which is not a post office box or poste restante.
- 28.3. Any notice given and any payment made by a party to any of the others ("the addressee") which:
- 28.3.1. is delivered by hand during the normal business hours of the addressee at the addressee's said address for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
- 28.3.2. is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's said address from the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the fourth day after the date of posting.
- 28.4. Where, in terms of this Agreement any communication is required to be in writing, the term "writing" shall include communications by facsimile or e-mail. Communications by facsimile or e-mail shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 1 (one) hour after the time of transmission.
- 28.5. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to him, notwithstanding that it was not sent to or delivered at his said address aforesaid.

**29. GENERAL**

- 29.1. The terms of this Agreement form the sole contractual relationship between the parties hereto and no variation shall be reduced to writing under the hands of the parties hereto.
- 29.2. No extension of time or indulgence granted by either party to the other shall be deemed in any way to affect, prejudice or derogate from the rights of such party in any respect under this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a novation of this Agreement.
- 29.3. Each of the parties hereby undertakes to sign and/or execute all such documents (and without limiting the generality of the foregoing) same include the execution of the necessary Power of Attorney, Transfer Duty Declarations and bond documents.
- 29.4. The Purchaser warrants that all consents required in terms of the Matrimonial Property Act No. 88 of 1984 have been obtained.
- 29.5. Each and any provision of this Agreement (excluding only those provisions which are essential at law for a valid and binding Agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions of the Agreement. If any of the provisions of this Agreement (excluding only those provisions which are essential at law for a valid and binding Agreement to be constituted) is found by any Court of competent jurisdiction to be invalid and or unenforceable then, notwithstanding such invalidity and or unenforceability, the remaining provisions of this Agreement shall be and remain of full force effect.

**30. CONSENT TO JURISDICTION**

For the purpose of all or any proceedings, disputes, action or suit hereunder the parties hereby irrevocably agree to the jurisdiction of the High Court of South Africa (Western Cape Division, Cape Town).

**31. GOVERNING LAW**

This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of South Africa.

32. **WITHHOLDING OF PAYMENTS**

If any work of whatsoever nature is still required to be done to the Property or any other part of the Property on the date that transfer thereof is tendered to the Purchaser, the Purchaser shall not be entitled to withhold, set off or retain any amounts owing by the Purchaser to the Seller nor shall the Purchaser be entitled to withhold or abate payment of any amount due to the Seller in terms of this Agreement by reason of any breach or alleged breach of the Seller's obligations hereunder.

33. **CONFIRMATION BY THE PURCHASER IN TERMS OF THE CPA**

33.1 The Purchaser confirms that:

33.1.1 he has read this Agreement and understands the contents thereof;

33.1.2 that the Subject Matter was not introduced to him by means of Direct Marketing;

33.1.3 he has purchased and will use the Property only for residential purposes.

33.2 In the instance of the Purchaser being a juristic person, the signatory hereby declares its' annual turnover or asset value is more than R2 000 000.00 (Two Million Rand) per year, as on the Signature Date.

SIGNED by the Parties hereto on the dates and places hereinafter set forth.

**BY THE SELLER**

At \_\_\_\_\_ on the \_\_\_\_ Day of \_\_\_\_\_ 20 \_

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

SELLER

**BY THE PURCHASER**

At \_\_\_\_\_ on the \_\_\_\_ Day of \_\_\_\_\_ 20 \_

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

PURCHASER

If Purchaser is a Company, Close Corporation or Trust:

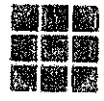
Name of Signatory: \_\_\_\_\_

Designation of Signatory: \_\_\_\_\_

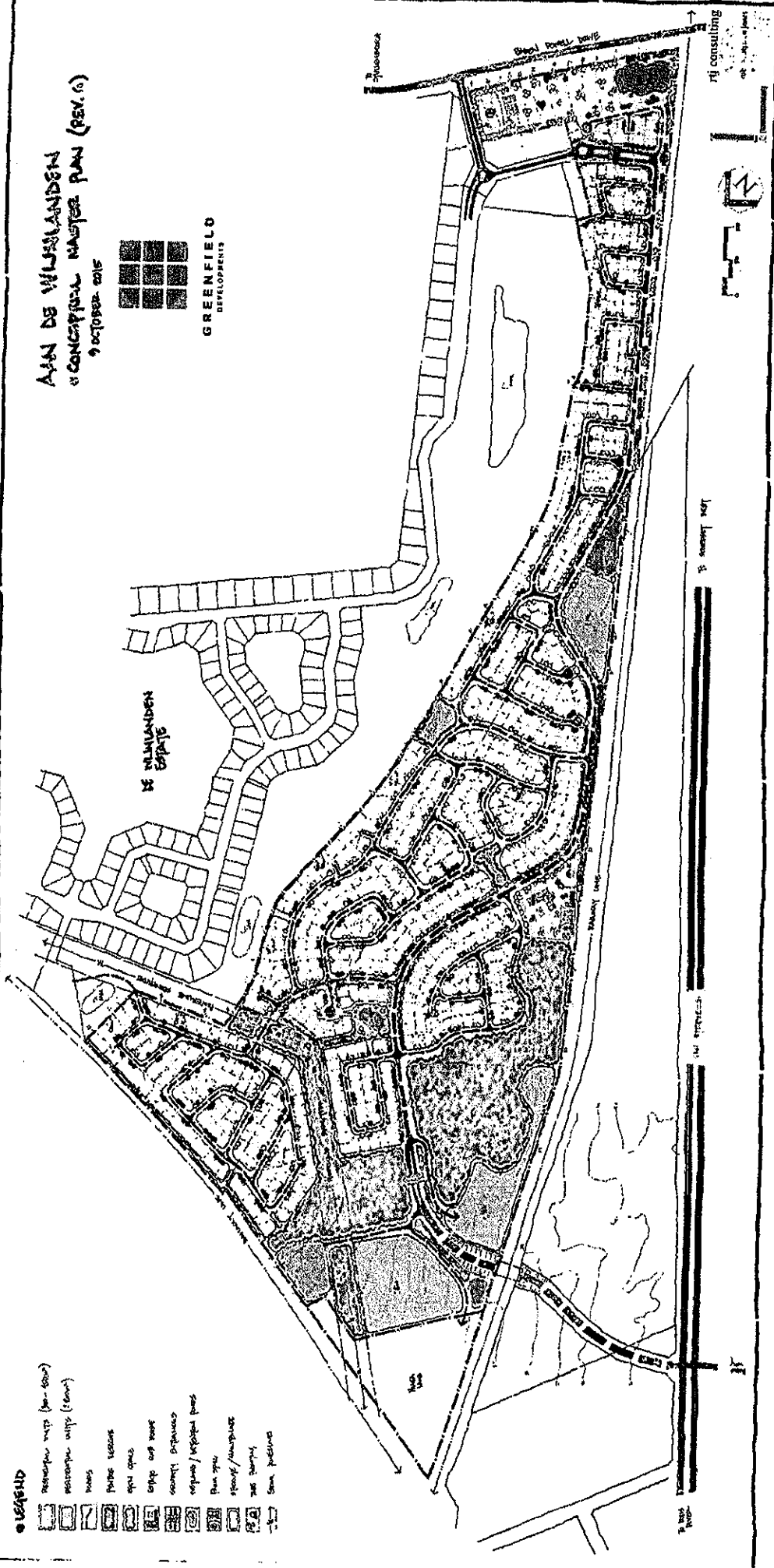
● LEGEND

- residential with (low-rise)
- residential with (town)
- houses
- public houses
- open spaces
- sports and leisure
- schools/colleges
- shops/retail units
- offices/business units
- industrial/warehouse units
- parking
- roads
- railways
- water features
- trees

AAN DE VILLENLÄNDER  
 "CONCEPTUAL MASTER PLAN (REV. 6)  
 9 OCTOBER 2015



GREENFIELD  
 DEVELOPMENTS



rf consulting

## LAND USE TABLE

**AAN DE WERF**  
**GENERAL RESIDENTIAL SUBZONE GR1 - GROOT HOUSING**

BUILDING LINES  
(PERMETER)  
BUILDING LINES  
(WITHIN DEVELOPMENT)  
PARKING  
RETENTION POND: 48.84M<sup>2</sup>  
STREET: 5M  
COMMON BOUNDARY: 3M  
STREET: 0M (5M FROM KERB FOR GARAGES)  
COMMON BOUNDARIES: 0M  
2 BAYS PER UNIT

BUILDING LINES  
(PERMETER)  
BUILDING LINES  
(WITHIN DEVELOPMENT)  
PARKING



2024

**NOTINGALZ 1**  
**949**

647

 Aan  
**DE WIJNLANDEN**  
*Pellenbosch*

**GREENFIELD  
DEVELOPMENTS**

**FIGURE 6**  
**SITE DEVELOPMENT PROPOSAL**  
**SCALE 1:500**



9205  
**ERF 9025 (A PORTION OF ERF 6851) EERSTE RIVER**

Situate in Eerste River Industrial Township Ext.3 in  
the City of Cape Town  
Administrative District of Stellenbosch  
Province of Western Cape

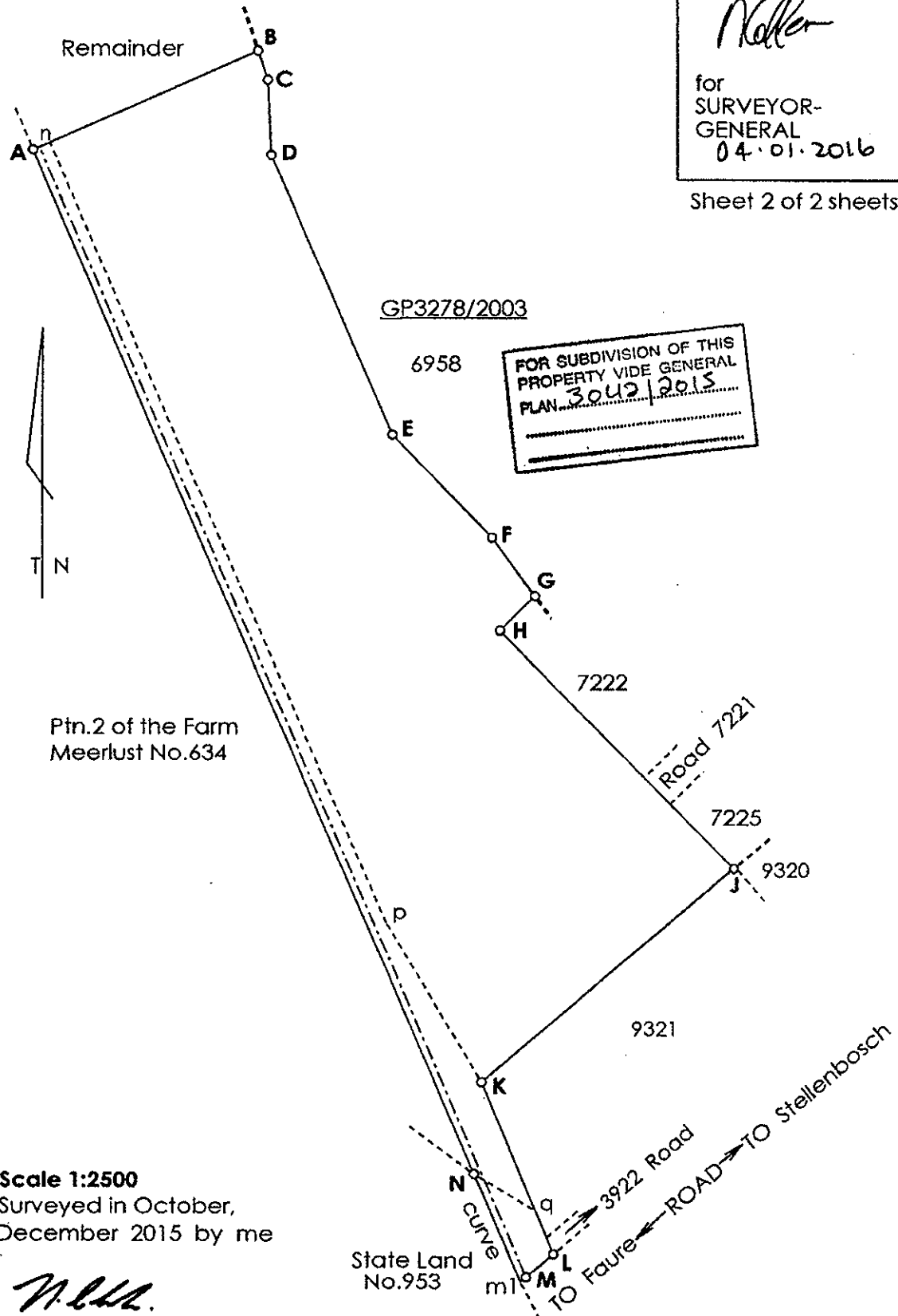
S.G. No.  
**3038/2015**


Approved

*N. Clark*

for  
SURVEYOR-  
GENERAL  
**04.01.2016**

Sheet 2 of 2 sheets



SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES Y System: WG 19° X			S.G. No. 3038/2015
		Constants:		± 0,00	± 0,00	Approved
AB	106,60	246 20 40	A	+24 036,89	+3 765 567,17	 for SURVEYOR- GENERAL 04.01.2016
BC	12,96	341 27 20	B	+23 939,25	+3 765 524,40	
CD	32,65	357 16 00	C	+23 935,13	+3 765 536,69	
DE	131,42	336 37 00	D	+23 933,58	+3 765 569,30	
EF	62,00	315 57 50	E	+23 881,42	+3 765 689,92	
FG	31,20	323 41 40	F	+23 838,32	+3 765 734,49	
GH	21,17	45 22 20	G	+23 819,85	+3 765 759,64	
HJ	143,71	315 22 20	H	+23 834,91	+3 765 774,52	
JK	142,74	49 42 40	J	+23 733,96	+3 765 876,79	
KL	80,00	337 15 00	K	+23 842,84	+3 765 969,09	
LM	15,39	49 42 30	L	+23 811,90	+3 766 042,87	
MN	49,59	153 08 20	M	+23 823,64	+3 766 052,82	
NA	480,90	156 37 00	N	+23 846,04	+3 766 008,58	
M m1		49 42 30				Sheet 1 of 2 sheets

2BA5 ⊕ +24 370,65 +3 765 118,76  
38BA5 ⊕ +24 122,51 +3 766 350,88

#### Description of Beacons

A,B,C,D,E,F,J,K,L,M - 12mm iron peg  
G,H - galvanized fence post

#### Servitude Notes:

1. The line AN represents the south western boundary of a 3.00m wide stormwater servitude as shown.
2. The curve line N m1 represents the south western boundary of a 3.00m wide stormwater servitude as shown.

#### The figure

ABCDEF G H J K L m1 curve N

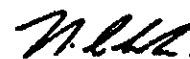
represents

9205 4,9731 hectares of land being  
**ERF 9205 (A PORTION OF ERF 6851) EERSTE RIVER**

Situate in Eerste River Industrial Township Ext.3 in the City of Cape Town  
Administrative District of Stellenbosch

Province of Western Cape

Surveyed in October, December 2015 by me



**NA Clark**  
Professional Land Surveyor  
Registration Number 1072

This diagram is annexed to	The original diagram is	File : Stel 634 v.1
No.	S.G. No. 3276/2003	S.R. : 1519/2015
d.d. :	annexed to D/T	LPI C0670006
i.f.o.	2033. .121773	Comp.AHND-21(M1769)
Registrar of Deeds		AHND-2191(M1766)
		AHND-2163(M1763)

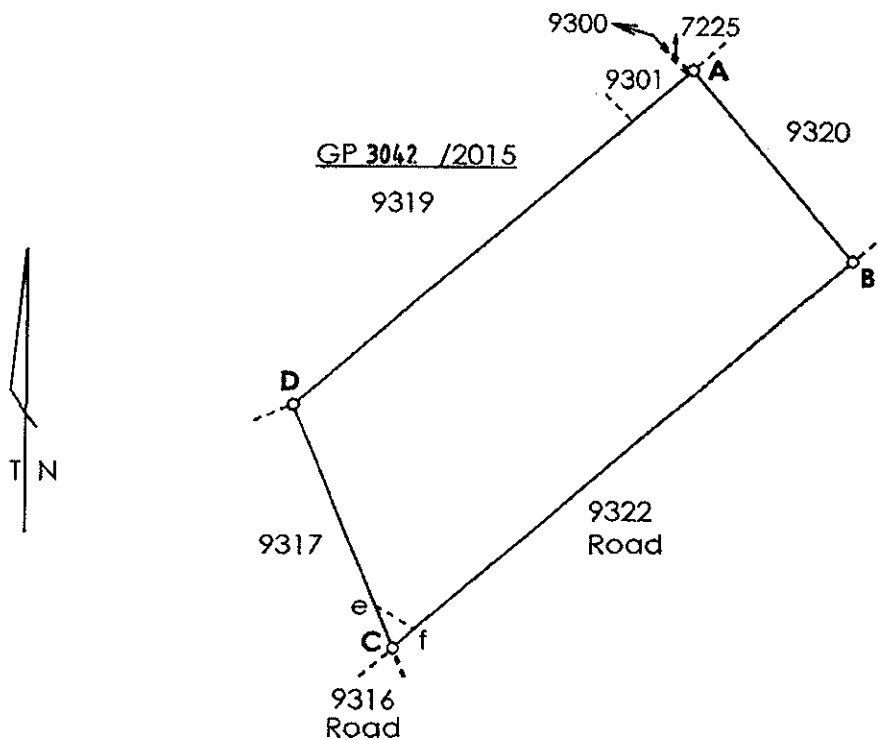
Erf 9205 Eerste River

APPROVED SUBJECT TO SIMUL-  
TANEOUS REGISTRATION OF  
DIAGRAM 3042/2015  
GP3042/2015  
BEING.....

SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES Y System: WG 19° X			S.G. No. 3040/2015
		Constants:		± 0,00	± 0,00	Approved  <i>Naller</i>  for SURVEYOR- GENERAL  04.01.2016
AB	68,55	319 44 10	A	+23 733,20	+3 765 876,14	
BC	165,51	49 33 30	B	+23 688,89	+3 765 928,45	
CD	72,34	157 15 00	C	+23 814,86	+3 766 035,81	
DA	143,74	229 42 40	D	+23 842,84	+3 765 969,09	
		2BA5 ⊕		+24 370,65	+3 765 118,76	
		38BA5 ⊕		+24 122,51	+3 766 350,88	
Description of Beacons						

#### Description of Beacons

All beacons - 12mm iron peg



The figure

A B C D

represents

1,0630 hectares

of land being

**ERF 9321 (A PORTION OF ERF 6954) EERSTE RIVER**

Situate in Eerste River Industrial Township Ext.3 in the City of Cape Town  
Administrative District of Cape

Province of Western Cape

Surveyed in October, December 2015 by me

*NA Clark*

**NA Clark**

Professional Land Surveyor  
Registration Number 1072

This diagram is annexed to	The original diagram is	File : Stel 634 v.1
No.	S.G. No. : 1456/2004	S.R. : 1519/2015
d.d. :	Transfer	G.P. :
i.f.o.	Grant :	Comp. AHND-21(M1769)
Registrar of Deeds		LPI C0670006

Erf 9321 Eerste River

EXEMPT FROM PROVISIONS OF ACT  
70 OF 1970  
SECTION 1(a)

APPROVED IN TERMS OF SECT. 26  
OF ORD. 15/1995  
REF. Case 10:70180874  
DATE 04.12.2015

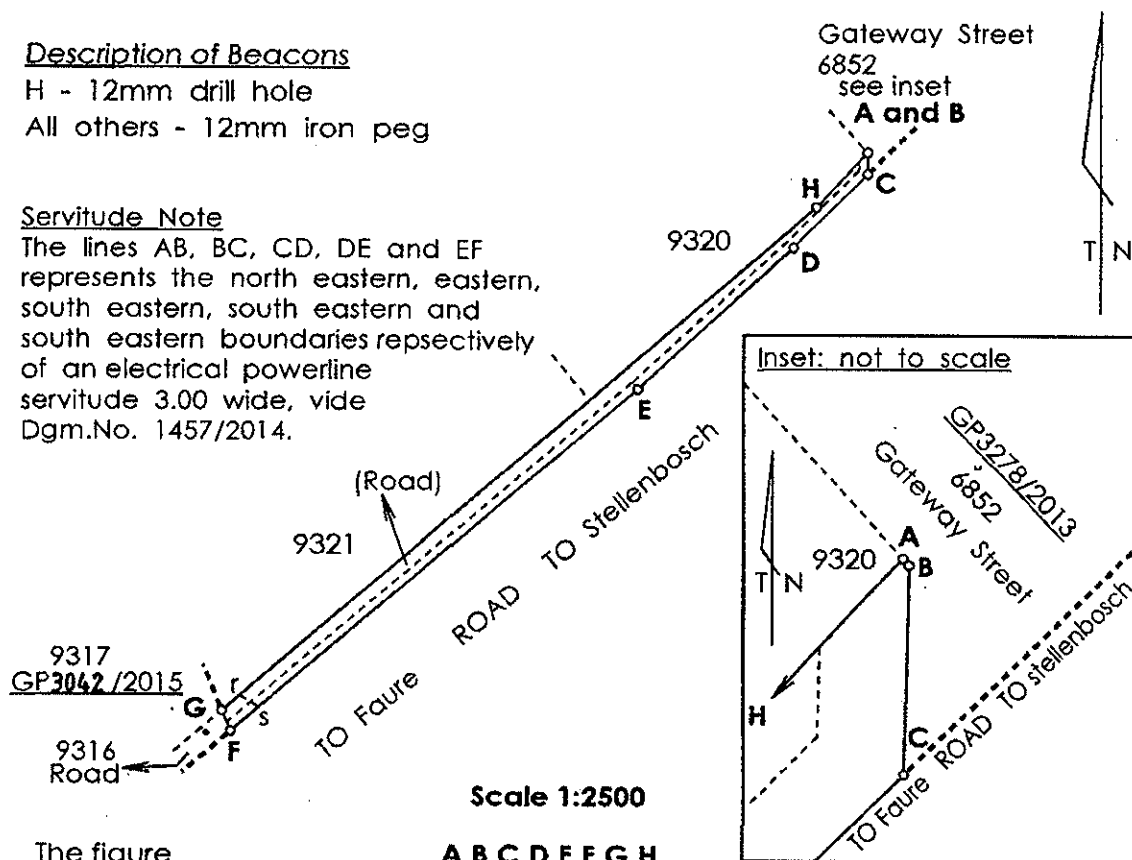
SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES Y System: WG 19° X		S.G. No. 3041/2015  Approved <i>N. Kaffer</i> for SURVEYOR- GENERAL  04.01.2016
		Constants:		± 0,00	
AB	0,32	316 29 30	A	+23 592,80	+3 765 842,67
BC	7,20	1 26 00	B	+23 592,58	+3 765 842,90
CD	36,15	45 22 10	C	+23 592,76	+3 765 850,10
DE	72,88	47 40 10	D	+23 618,49	+3 765 875,49
EF	182,93	49 42 30	E	+23 672,37	+3 765 924,57
FG	7,66	157 15 00	F	+23 811,90	+3 766 042,87
GH	268,65	229 33 30	G	+23 814,86	+3 766 035,81
HA	25,81	222 59 30	H	+23 610,40	+3 765 861,55
		2BA5 ⊕		+24 370,65	+3 765 118,76
		38BA5 ⊕		+24 122,51	+3 766 350,88

#### Description of Beacons

H - 12mm drill hole  
All others - 12mm iron peg

#### Servitude Note

The lines AB, BC, CD, DE and EF represents the north eastern, eastern, south eastern, south eastern and south eastern boundaries respectively of an electrical powerline servitude 3.00 wide, vide Dgm.No. 1457/2014.



The figure

represents

2031 square metres of land being

**ERF 9322 (A PORTION OF ERF 6954) EERSTE RIVER (ROAD)**

Situate in Eerste River Industrial Township Ext.3 in the City of Cape Town  
Administrative District of Cape

Province of Western Cape

Surveyed in October, December 2015 by me

*N. Clark*

**NA Clark**

Professional Land Surveyor  
Registration Number 1072

This diagram is annexed to	The original diagram is	File : Stel 634 v.1
No.	S.G. No. 1456/2004	S.R. : 1519/2015
d.d. :	Transfer	G.P. :
i.f.o.	Grant :	Comp.AHND-21(M1769)
Registrar of Deeds		LPI C0670006

Erf 9322 Eerste River

EXEMPT FROM PROVISIONS OF ACT  
70 OF 1970  
SECTION 1(a)

APPROVED IN TERMS OF SECTION 15 OF ORD. 15/1995  
REF. Case ID: 70180874  
DATE 04.12.2015



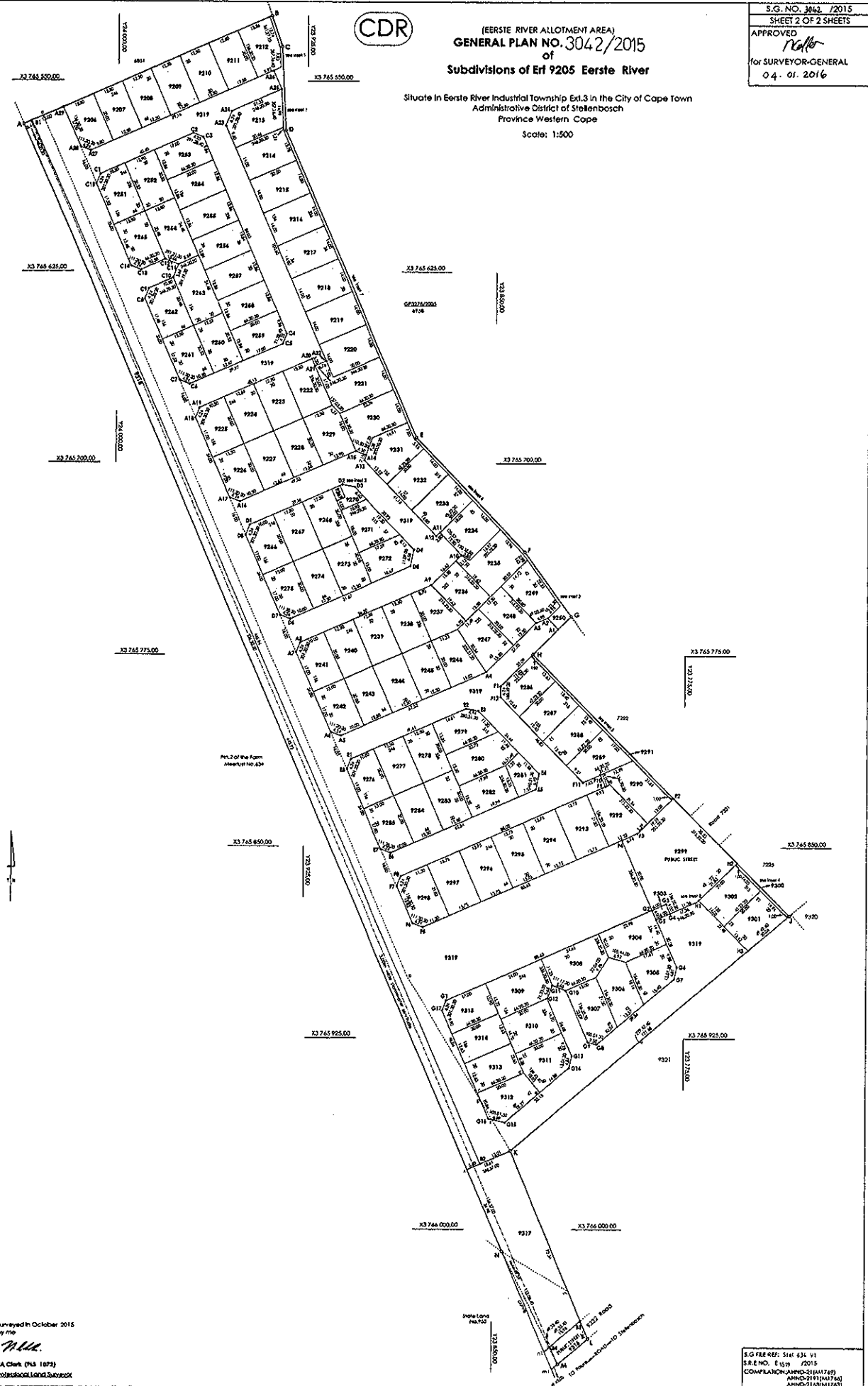
CDR

(EERSTE RIVER ALLOTMENT AREA)  
**GENERAL PLAN NO. 3042/2015**  
of  
**Subdivisions of Erf 9205 Eerste River**

Situate in Eerste River Industrial Township Ed.3 in the City of Cape Town  
Administrative District of Stellenbosch  
Province Western Cape

Scale: 1:500

S.G. NO. 3042 /2015  
SHEET 2 OF 2 SHEETS  
APPROVED  
*Notter*  
for SURVEYOR-GENERAL  
04. 01. 2016



Surveyed in October 2015

by me

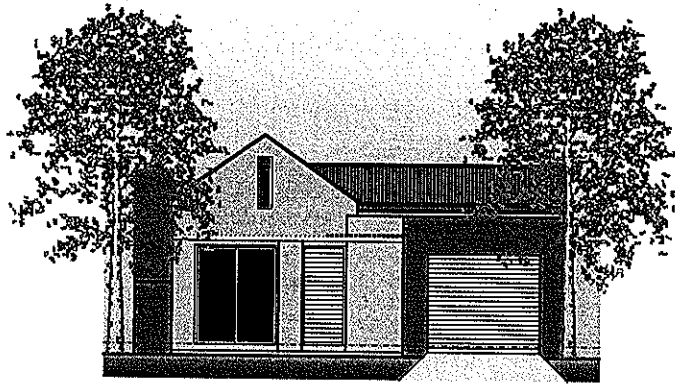
*Notter*

MA Clerk (P13 1072)

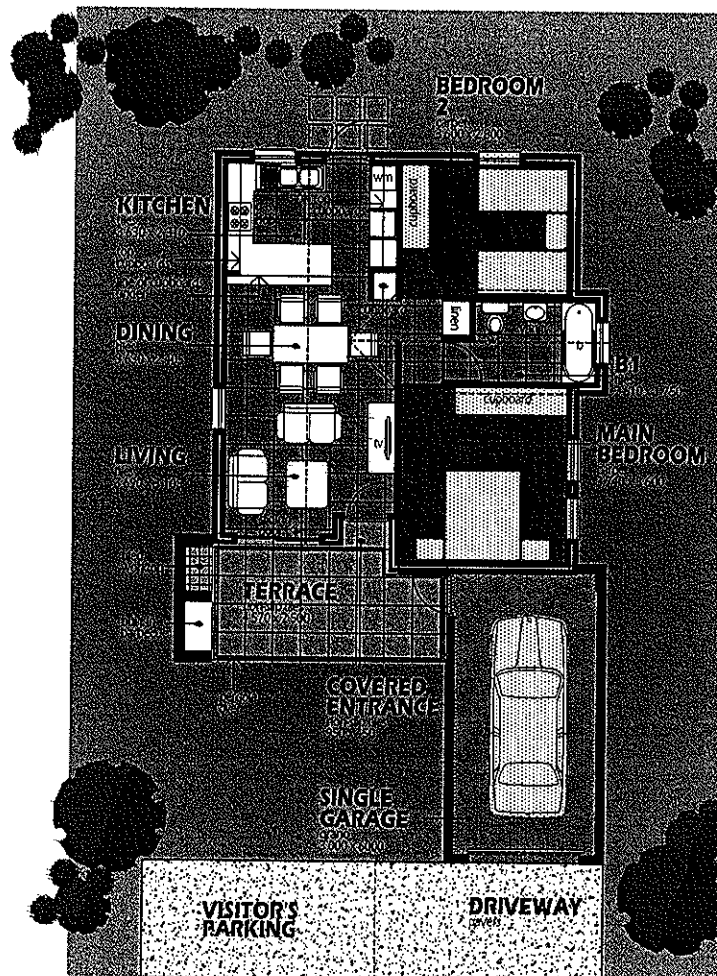
Professional Land Surveyor

S.G. REF. 3042/2015  
S.G. NO. 3042/2015  
COMPLIANCE AND-21(11/769)  
APPROVED-21(11/769)  
APPROVED-21(11/769)

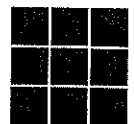
19/10/2015



**STREET  
ELEVATION**



**FLOOR LAYOUT**



**GREENFIELD  
DEVELOPMENTS**



**GISELE VANDERSTRAETEN**  
PR ARCH 88 SACAP 6789  
SUITE 101 | TWO OCEANS HOUSE | SURREY PLACE | MOBILE POINT | 8005  
TELEPHONE 021 434 9219 FACSIMILE 021 439 3884  
MOBILE 082 770 1911  
WEBSITE [www.gvarchitects.com](http://www.gvarchitects.com)  
E-MAIL ADDRESS [info@gvarchitects.com](mailto:info@gvarchitects.com)

**1**

DATE 21ST OCTOBER 2015  
SCALE 1 : 100  
DRAWING NUMBER GD - ADW - GH - TYPE A

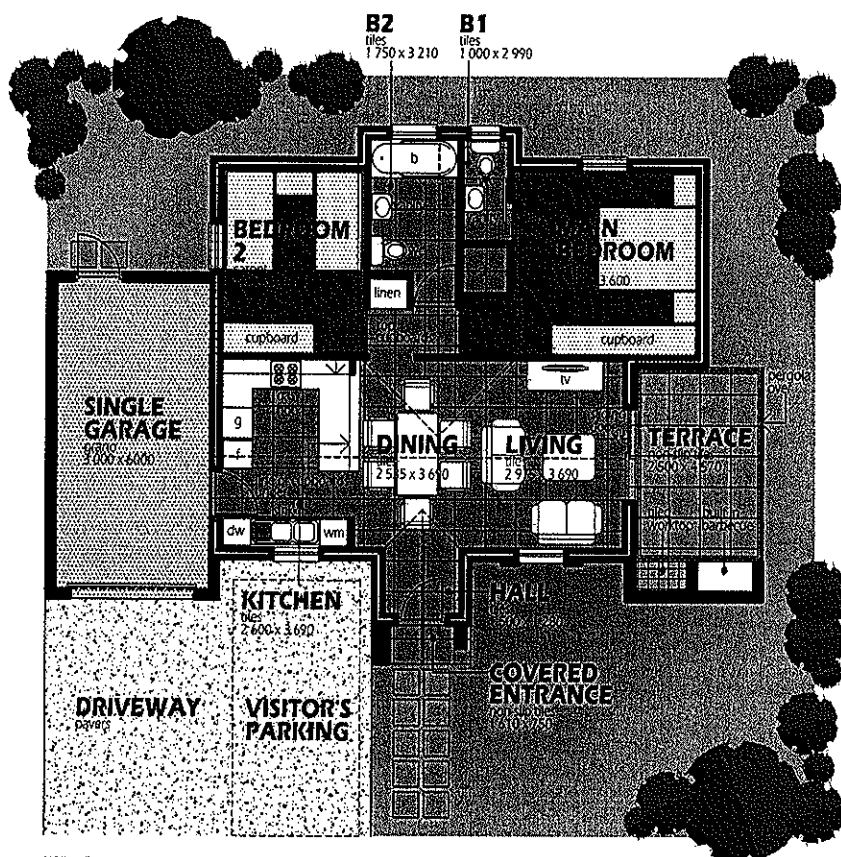


**HOUSE TYPE A**

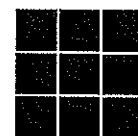
DWELLING	□	68.643	SQ M
GARAGE	□	21.030	SQ M
TERRACE	□	12.970	SQ M
<b>TOTAL</b>	□	<b>102.643</b>	<b>SQ M</b>



**STREET  
ELEVATION**



**FLOOR LAYOUT**



**GREENFIELD  
DEVELOPMENTS**



**GISELE VANDER STRAETEN**

PR ARCH 03 SACAP 6789  
SUITE 101 | TWO OCEANS HOUSE | SURREY PLACE | MOUILLE POINT | 8005  
TELEPHONE 021 434 9219 FACSIMILE 021 439 3884  
MOBILE 082 770 1911  
WEBSITE [www.gvarchitects.com](http://www.gvarchitects.com)  
E-MAIL ADDRESS [info@gvarchitects.com](mailto:info@gvarchitects.com)

**1**

DATE 21ST OCTOBER 2015

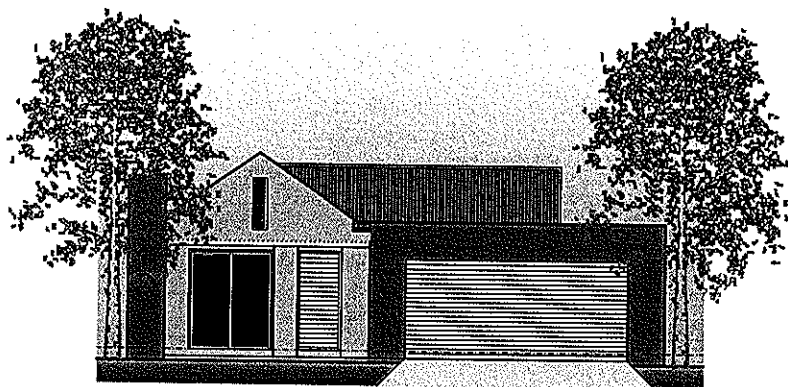
SCALE 1 : 100

DRAWING NUMBER GD - ADW - GH - TYPE B-SG

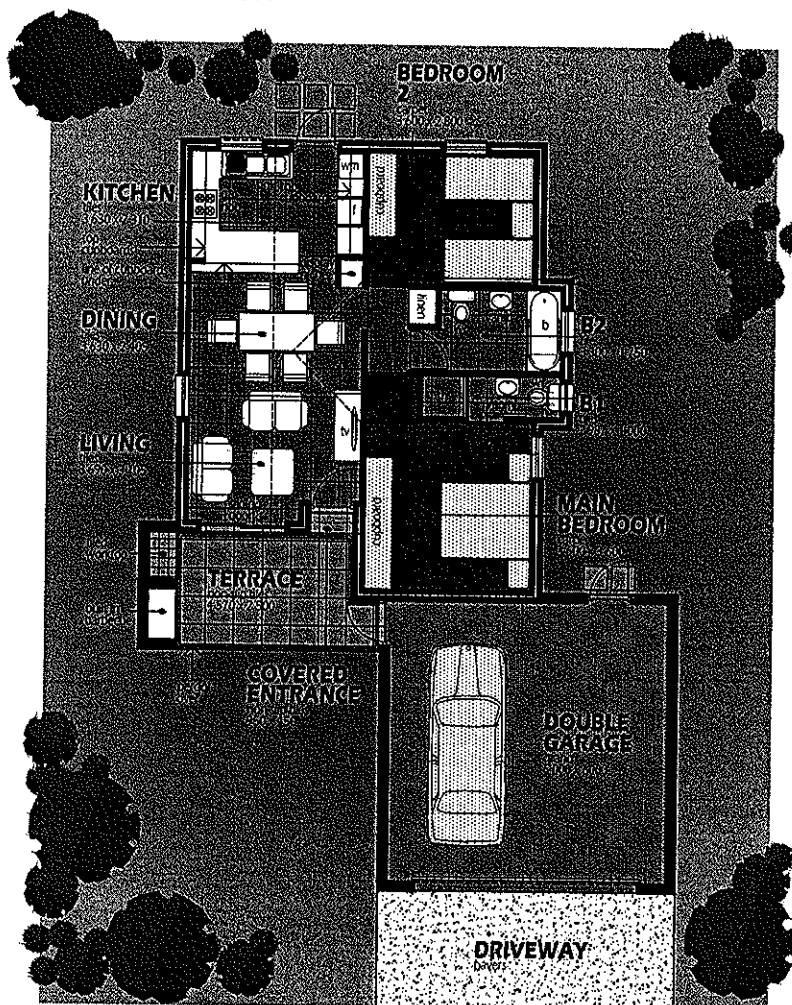


**HOUSE TYPE B-SG**

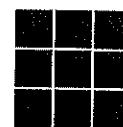
DWELLING	o	72.774	SQ M
GARAGE	o	20.502	SQ M
TERRACE	o	11.575	SQ M
<b>TOTAL</b>	<b>o</b>	<b>104.851</b>	<b>SQ M</b>



**STREET  
ELEVATION**



**FLOOR LAYOUT**



**GREENFIELD  
DEVELOPMENTS**



**ARCHITECTS**

**GISELE VANDERSTRAETEN**  
PR ARCH 88 SACAP 6789  
SUITE 101 | TWO OCEANS HOUSE | SURREY PLACE | MOULLE POINT | 8005  
TELEPHONE 021 434 9219 FACSIMILE 021 439 3884  
MOBILE 082 770 1911  
WEBSITE [www.gvarchitects.com](http://www.gvarchitects.com)  
E-MAIL ADDRESS [info@gvarchitects.com](mailto:info@gvarchitects.com)

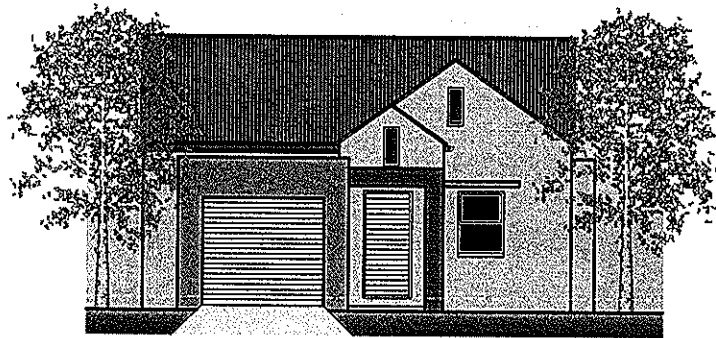
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DATE 21ST OCTOBER 2015  
SCALE 1 : 100  
DRAWING NUMBER GD - ADW - GH - TYPE B-DG

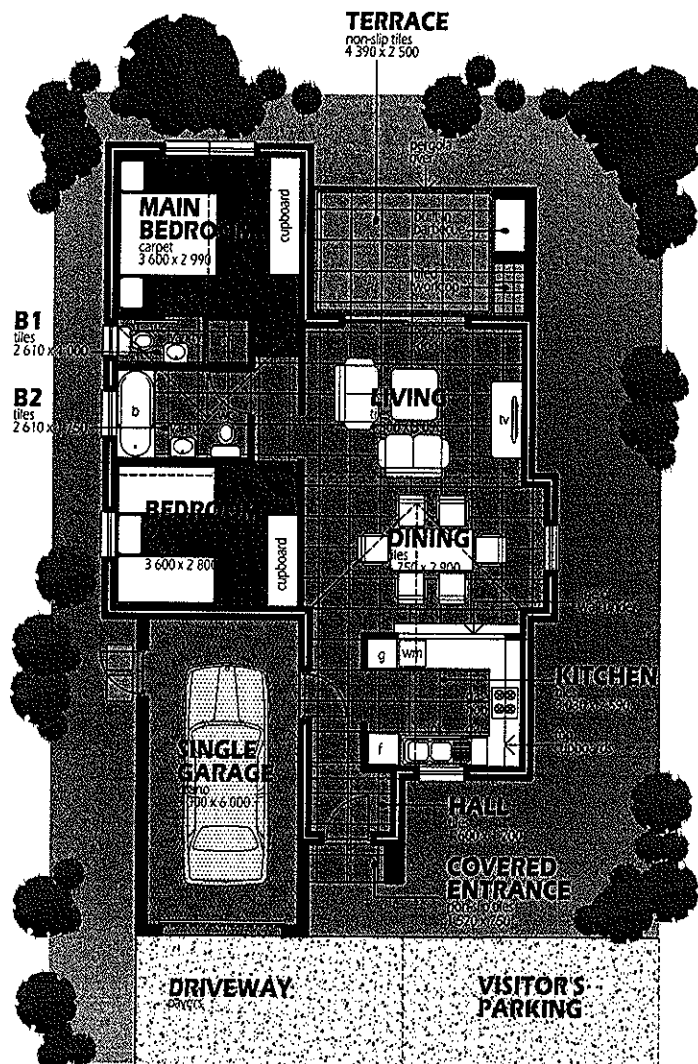


**HOUSE TYPE B-DG**

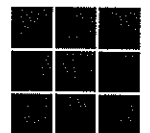
DWELLING	◻	72.838	SQ M
GARAGE	◻	40.018	SO M
TERRACE	◻	12.229	SO M
<b>TOTAL</b>	◻	<b>125.085</b>	<b>SQ M</b>



**STREET  
ELEVATION**



**FLOOR LAYOUT**



**GREENFIELD  
DEVELOPMENTS**



**ARCHITECTS**

**GISELE VANDERSTRAETEN**

PR ARCH 88 SACAP 6789

SUITE 101 | TWO OCEANS HOUSE | SURREY PLACE | MOUILLE POINT | 8005

TELEPHONE 021 434 9219 FACSIMILE 021 439 3884

MOBILE 082 770 1911

WEBSITE [www.gvarchitects.com](http://www.gvarchitects.com)  
E-MAIL ADDRESS [info@gvarchitects.com](mailto:info@gvarchitects.com)

**HOUSE TYPE C-SG**

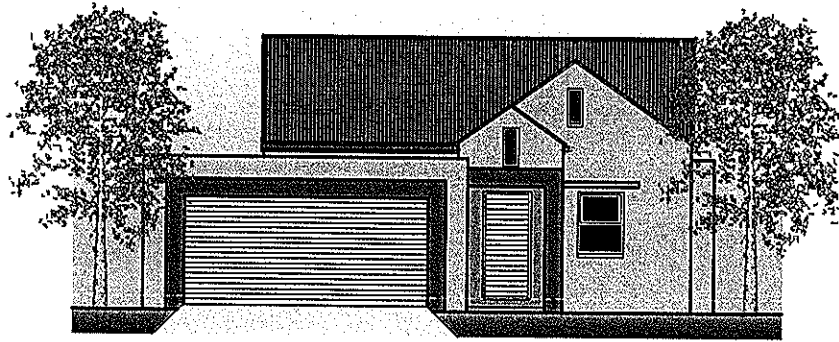
DWELLING	□	81.861	SQ M
GARAGE	□	20.090	SQ M
TERRACE	□	10.975	SQ M
<b>TOTAL</b>	□	<b>112.926</b>	<b>SQ M</b>

DATE 21ST OCTOBER 2015

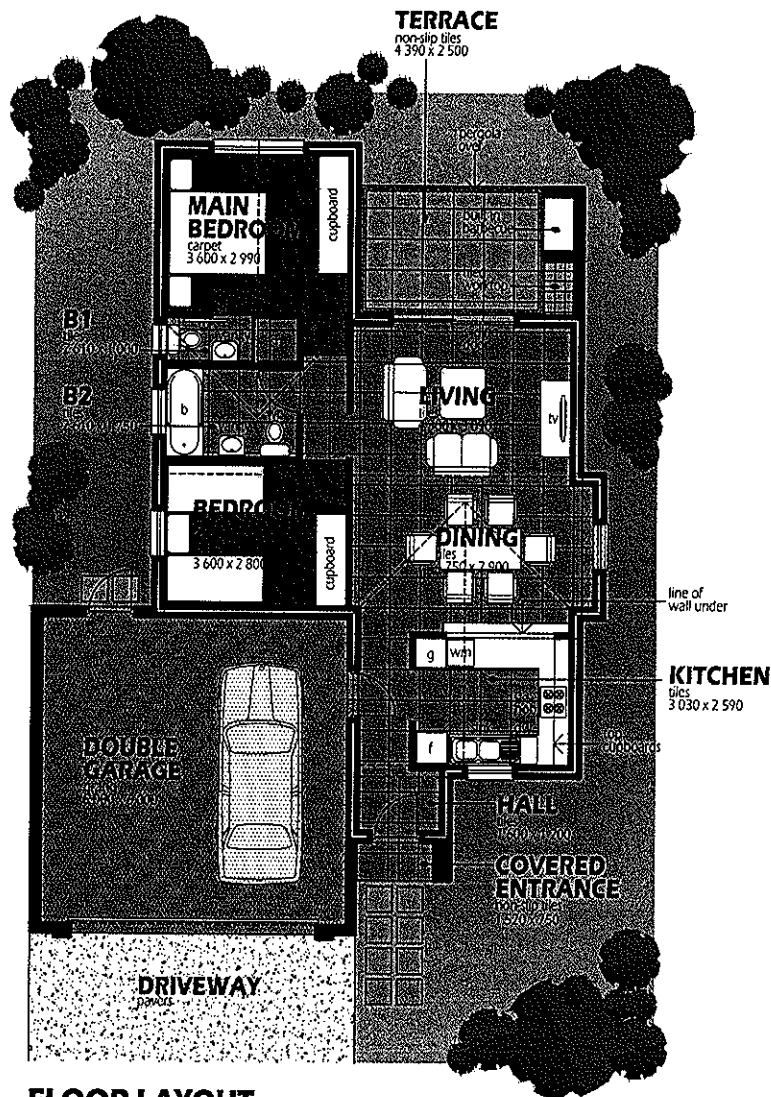
SCALE 1 : 100

DRAWING NUMBER GD - ADW - GH - TYPE C-SG

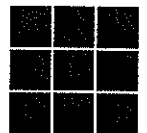




**STREET  
ELEVATION**



**FLOOR LAYOUT**



**GREENFIELD  
DEVELOPMENTS**



**GISELE VANDERSTRAETEN**

PR ARCH 11 SACAP 6789  
SUITE 101 | TWO OCEANS HOUSE | SURREY PLACE | MOUILLE POINT | 8005  
TELEPHONE 021 434 9219 FACSIMILE 021 439 3884  
MOBILE 082 770 1911  
WEBSITE [www.gvarchitects.com](http://www.gvarchitects.com)  
E-MAIL ADDRESS [info@gvarchitects.com](mailto:info@gvarchitects.com)

DATE 21ST OCTOBER 2015

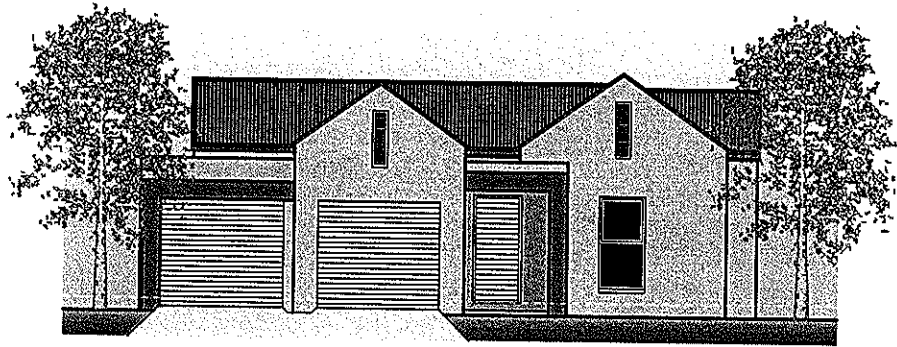
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DRAWING NUMBER GD - ADW - GH - TYPE C-DG

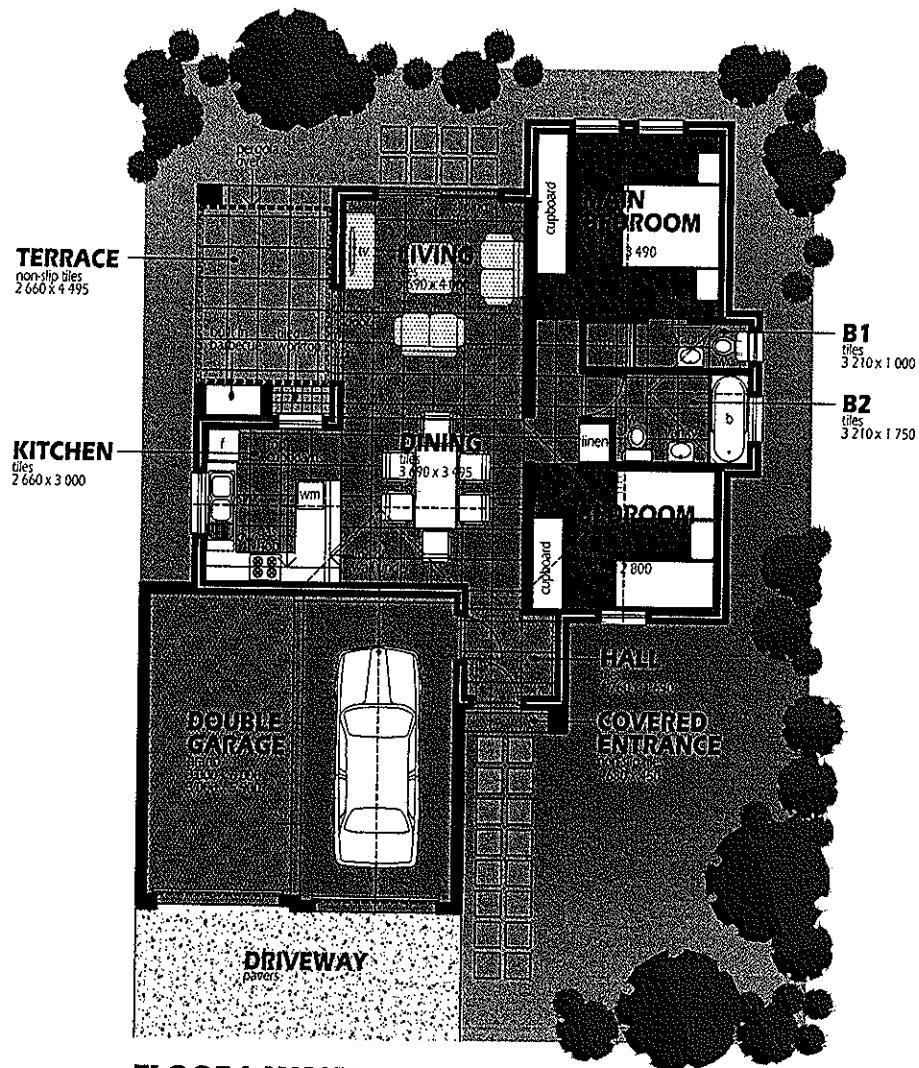
**HOUSE TYPE C-DG**

DWELLING	81.861 SQ M
GARAGE	39.100 SQ M
TERRACE	10.975 SQ M
<b>TOTAL</b>	<b>131.936 SQ M</b>

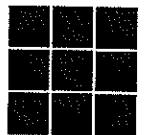




**STREET  
ELEVATION**



**FLOOR LAYOUT**



**GREENFIELD  
DEVELOPMENTS**



**ARCHITECTS**

**GISELE VANDER STRAETEN**  
PR ARCH SACAP 6789  
SUITE 101 | TWO OCEANS HOUSE | SURREY PLACE | MOUILLE POINT | 8005  
TELEPHONE 021 434 9219 FACSIMILE 021 439 3884  
MOBILE 082 770 1911  
WEBSITE [www.gvarchitects.com](http://www.gvarchitects.com)  
E-MAIL ADDRESS [info@gvarchitects.com](mailto:info@gvarchitects.com)

**1**

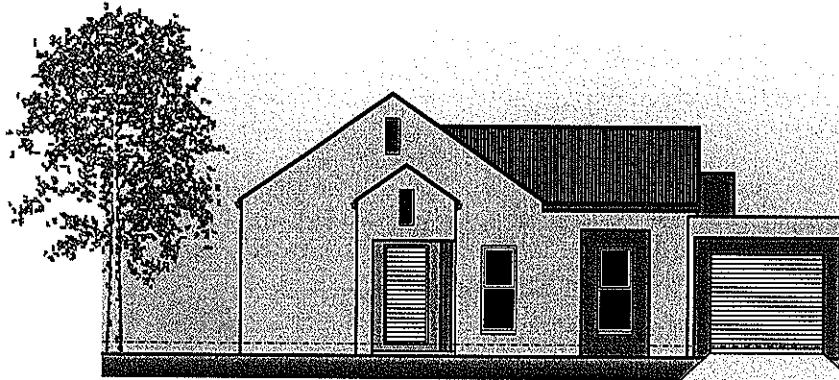
DATE 21ST OCTOBER 2015  
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DRAWING NUMBER GD - ADW - GH - TYPE D



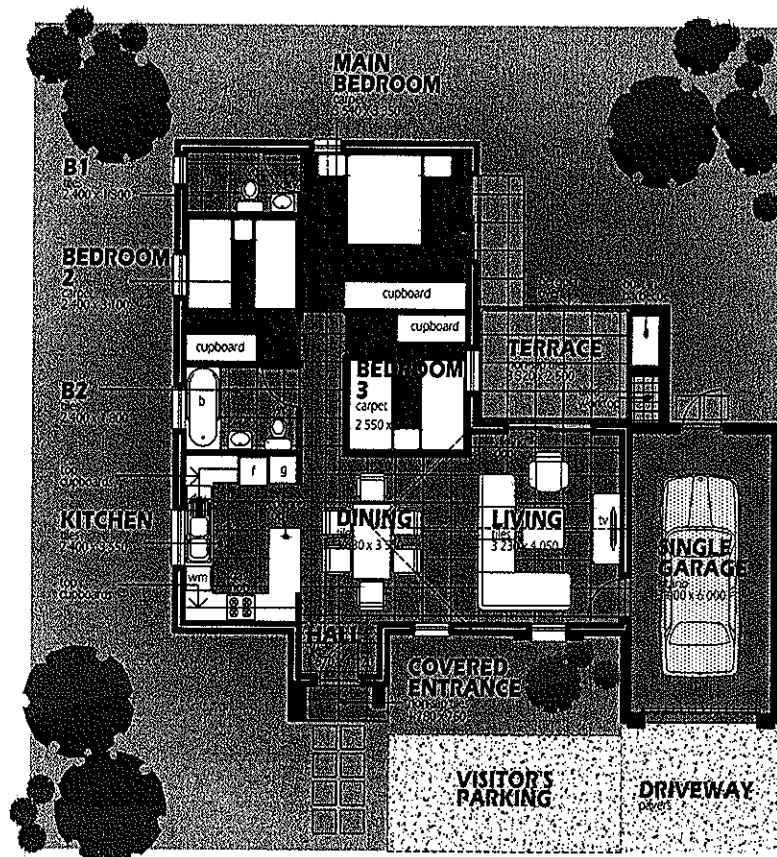
**HOUSE TYPE D**

DWELLING	85.312	SQ M
GARAGE	39.275	SQ M
TERRACE	11.957	SQ M
<b>TOTAL</b>	<b>136.544</b>	<b>SQ M</b>

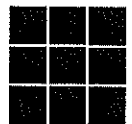




**STREET  
ELEVATION**



**FLOOR LAYOUT**



**GREENFIELD  
DEVELOPMENTS**



**GISELE VANDERSTRAETEN**

PR ARCH 88 SACAP 6789  
SUITE 101 | TWO OCEANS HOUSE | SURREY PLACE | MOBILE POINT | 8005  
TELEPHONE 021 434 9219 FACSIMILE 021 439 3854  
MOBILE 082 770 1911  
WEBSITE [www.gvarchitects.com](http://www.gvarchitects.com)  
E-MAIL ADDRESS [info@gvarchitects.com](mailto:info@gvarchitects.com)

DATE 21ST OCTOBER 2015

SCALE 1 : 100

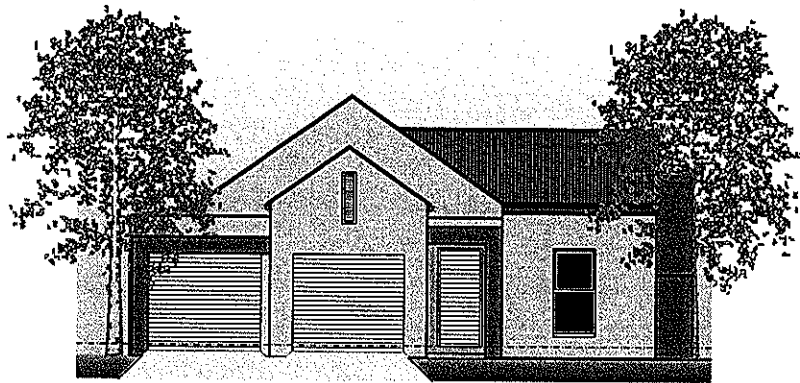
DRAWING NUMBER GD - ADW - GH - TYPE E-SG



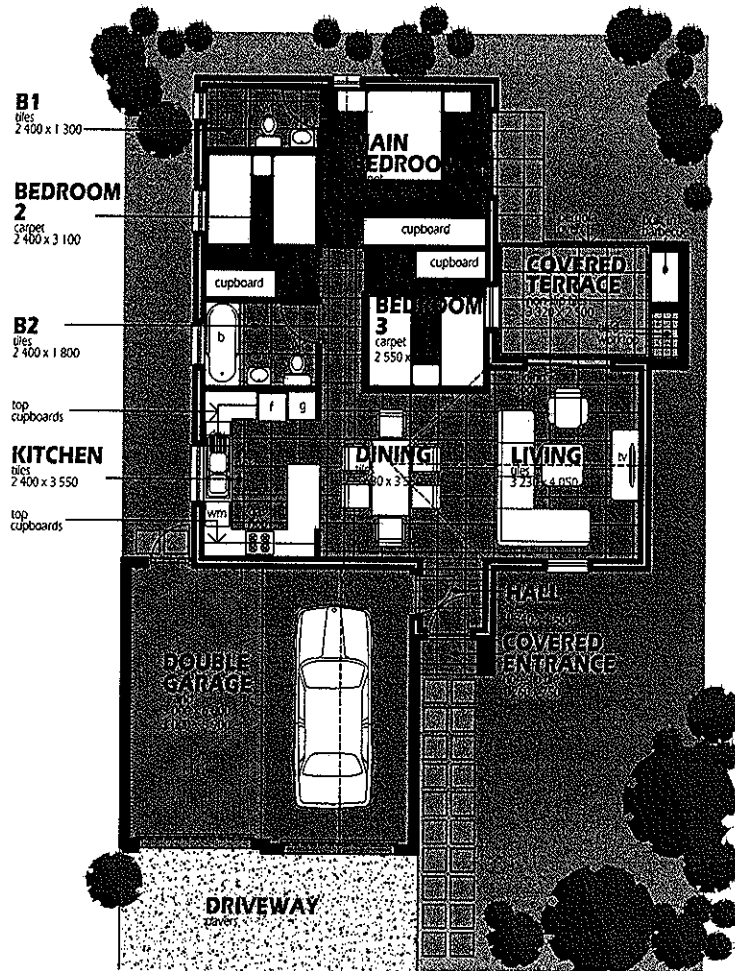
**HOUSE TYPE E-SG**

DWELLING	85.688	SQ M
GARAGE	20.708	SQ M
TERRACE	10.425	SQ M
<b>TOTAL</b>	<b>116.821</b>	<b>SQ M</b>

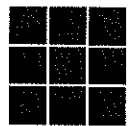




**STREET  
ELEVATION**



**FLOOR LAYOUT**



**GREENFIELD  
DEVELOPMENTS**



**GISELE VANDERSTRAETEN**

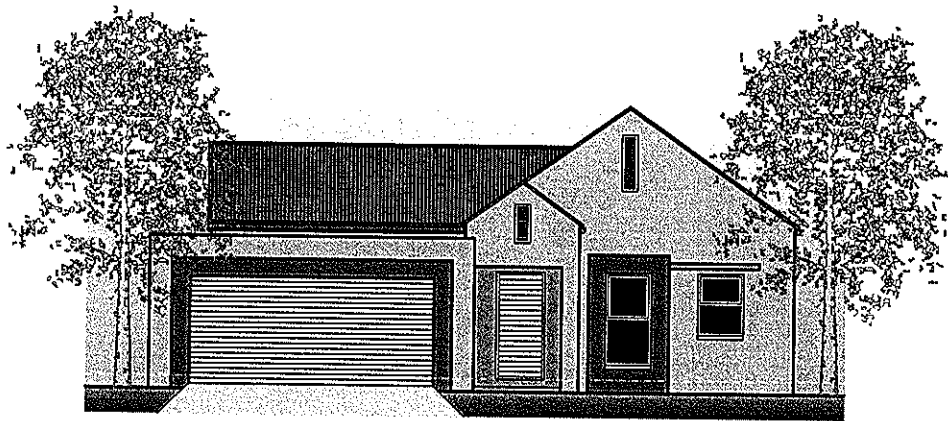
PR ARCH 05 SACAP 6789  
SUITE 101 | TWO OCEANS HOUSE | SURREY PLACE | MOULLE POINT | 8005  
TELEPHONE 021 434 9219 FACSIMILE 021 439 3884  
MOBILE 082 770 1911  
WEBSITE [www.gvarchitects.com](http://www.gvarchitects.com)  
E-MAIL ADDRESS [info@gvarchitects.com](mailto:info@gvarchitects.com)

DATE 21ST OCTOBER 2015  
SCALE 1 : 100  
DRAWING NUMBER GD - ADW - GH - TYPE E-DG

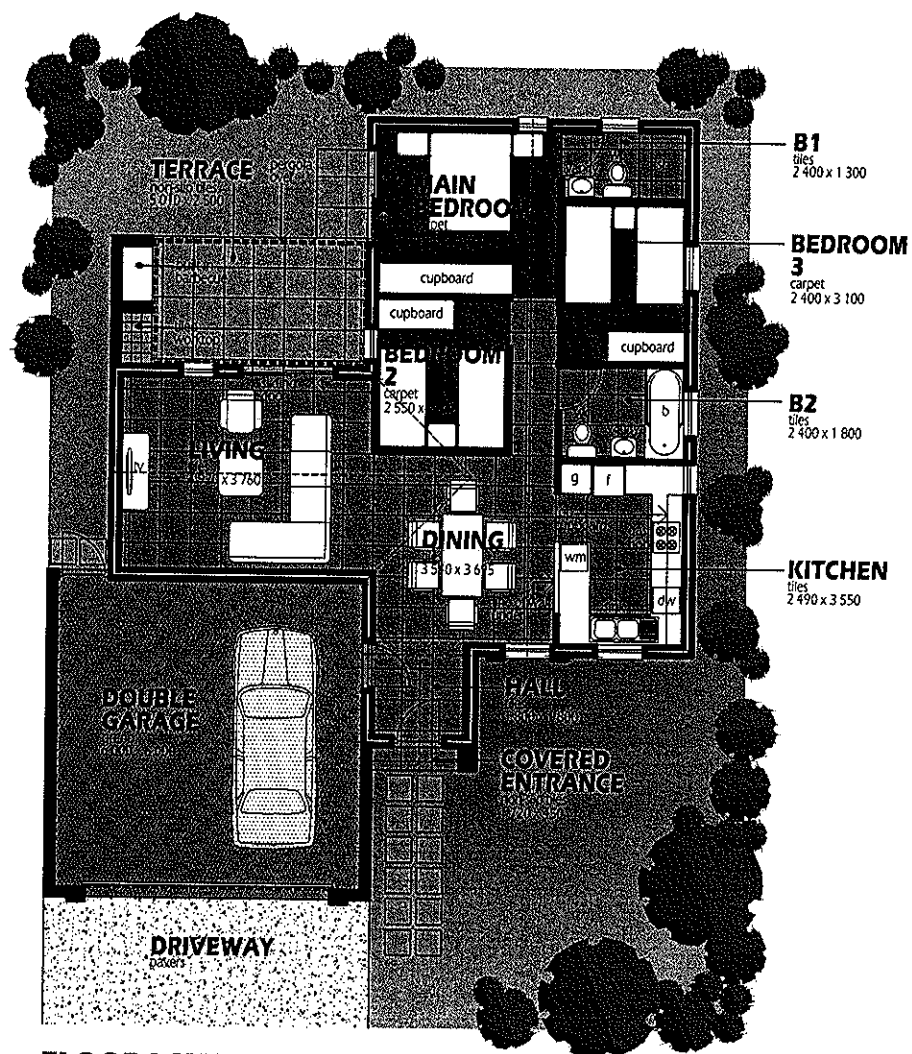
**HOUSE TYPE E-DG**

DWELLING	85.688	SQ M
GARAGE	38.554	SQ M
TERRACE	10.425	SQ M
<b>TOTAL</b>	<b>134.667</b>	<b>SQ M</b>

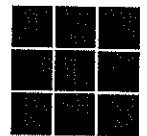




**STREET  
ELEVATION**



**FLOOR LAYOUT**



**GREENFIELD  
DEVELOPMENTS**



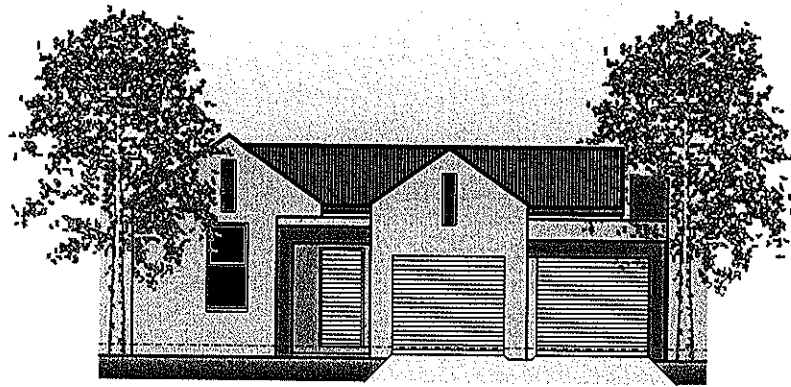
**GISELE VANDER STRAETEN**  
PR ARCH 88 SACAP 6789  
SUITE 101 | TWO OCEANS HOUSE | SURREY PLACE | MOUILLE POINT | 8005  
TELEPHONE 021 434 9219 FACSIMILE 021 439 3884  
MOBILE 082 770 1911  
WEBSITE [www.gvarchitects.com](http://www.gvarchitects.com)  
E-MAIL ADDRESS [Info@gvarchitects.com](mailto:Info@gvarchitects.com)

DATE 21ST OCTOBER 2015  
SCALE 1 : 100  
DRAWING NUMBER GD - ADW - GH - TYPE F

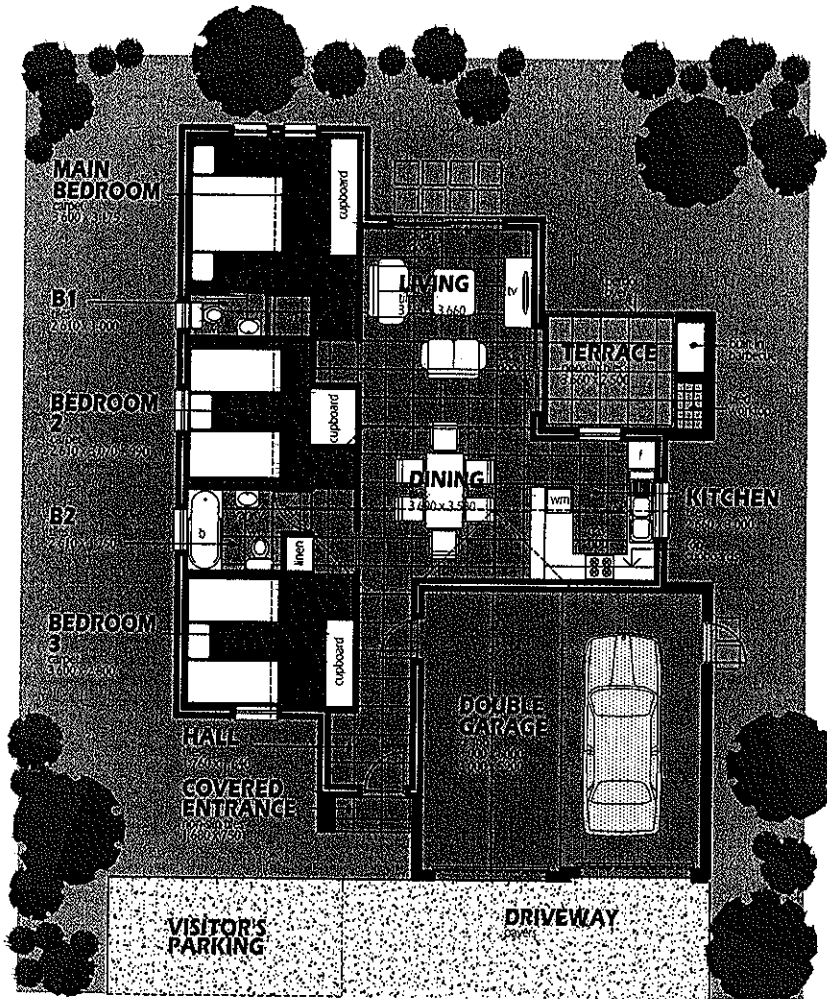


**HOUSE TYPE F**

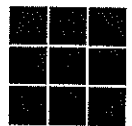
DWELLING	93.225	SQ M
GARAGE	39.110	SQ M
TERRACE	12.525	SQ M
<b>TOTAL</b>	<b>144.860</b>	<b>SQ M</b>



**STREET  
ELEVATION**



**FLOOR LAYOUT**



**GREENFIELD  
DEVELOPMENTS**



**ARCHITECTS**

**GISELE VANDERSTRAETEN**

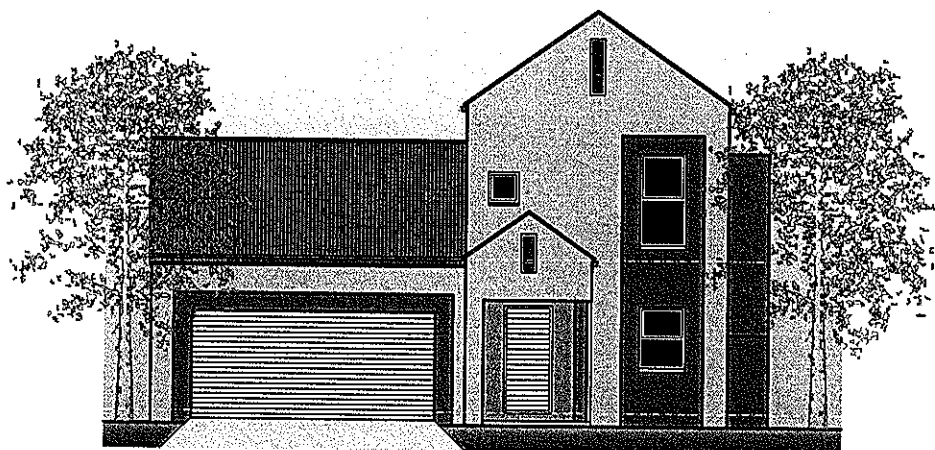
PR ARCH 111 SACAP 6789  
SUITE 101 | TWO OCEANS HOUSE | SURREY PLACE | MOULLE POINT | 8005  
TELEPHONE 021 434 9219 FACSIMILE 021 439 3884  
MOBILE 082 770 1911  
WEBSITE [www.gvarchitects.com](http://www.gvarchitects.com)  
E-MAIL ADDRESS [info@gvarchitects.com](mailto:info@gvarchitects.com)

**HOUSE TYPE G**

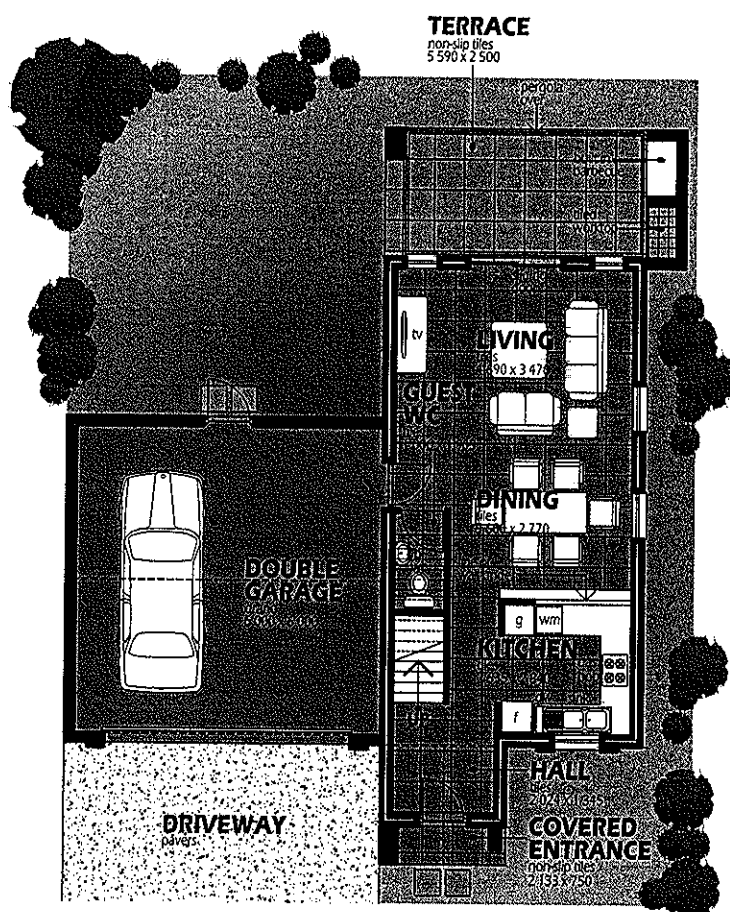
DWELLING	o	97.416	SQ M
GARAGE	o	38.841	SQ M
TERRACE	o	9.340	SQ M
<b>TOTAL</b>	<b>o</b>	<b>145.597</b>	<b>SQ M</b>

DATE 21ST OCTOBER 2015  
SCALE 1 : 100  
DRAWING NUMBER GD - ADW - GH - TYPE G

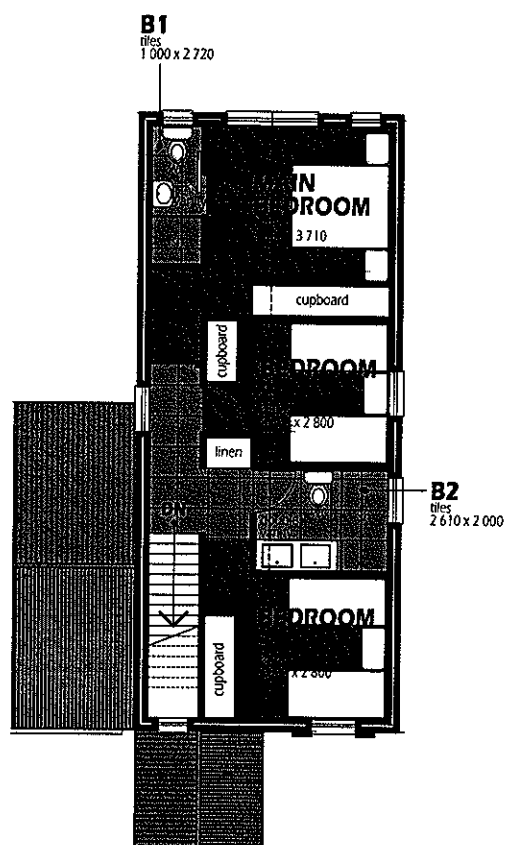




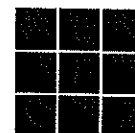
**STREET  
ELEVATION**



**GROUND FLOOR LAYOUT**



**FIRST FLOOR LAYOUT**



**GREENFIELD  
DEVELOPMENTS**



**GISELE VANDERSTRAETEN**

PR ARCH SACAP 6789  
SUITE 101 | TWO OCEANS HOUSE | SURREY PLACE | MOUILLE POINT | 8005  
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DATE 21ST OCTOBER 2015

SCALE 1 : 100

DRAWING NUMBER GD - ADW - GH - TYPE H

# HOUSE TYPE H

GROUND FLOOR DWELLING	53.048	SQ M
FIRST FLOOR DWELLING	62.006	SQ M
GARAGE	39.492	SQ M
TERRACE	15.000	SQ M

**TOTAL 169.546 SQ M**





## **AAN DE WIJNLANDEN SPECIFICATIONS**

### **PROJECT SPECIFICATION**

#### **Sub-structure**

- Strip footings to engineers specification.

#### **Structural**

- Slabs to double storey units to be precast hollowcore per engineer's design.

#### **External facades**

- External walls - 230mm cavity walls with SABS approved cement bricks.
- Brick reinforcement - as required by NHBRC
- Plaster to all external walls, plastered feature on gable ends to architects detail.
- Dulux Weatherguard or similar approved paint to external plastered walls
- External window cills sloped and plastered to match walls

#### **Internal walls and wall finishes**

- Internal walls – to be of SABS approved cement bricks.
- One coat plaster to all internal walls
- Internal window cills smooth plastered to match walls
- Water based paint to internal plastered walls to architects specification.

#### **Wall tiles**

- Glazed ceramic wall tiles as per sample range to a maximum height of 1,2m above floor, to wall areas as indicated by architect.
- Showers where applicable, tiled to a height of 2,1m.
- Kitchens – splashback tiles to area between floor and wall cupboards only

### **Floor finishes**

- Glazed ceramic floor tiles (or timber vinyl) as per sample range to all areas indicated on architects plan.
- Bedrooms to be carpeted per sample range.
- Painted timber skirting to living areas, dining rooms entrance areas and bedrooms
- Mosaic tiles to shower floors
- Covered terrace to be non-slip tiles or pavers

### **Ceilings**

- Gypsumboard ceiling to be fitted to underside of slab in double storey units.
- Ceilings to be gypsumboard skimmed and painted
- Painted cornices to ceilings

### **Windows and doors**

- Powder coated aluminium windows with opening sections as indicated on elevations (glazing to SABS standards)
- Powder coated aluminium sliding doors. (glazing to SABS standards)
- Main entrance door – horizontally slatted painted hardwood door (813 x 2032mm high)
- Internal doors - painted pressed hollow core door (813 x 2032mm)
- External and internal door frames – Timber, finished to match doors
- Colour selections per architects choice

### **Ironmongery**

- Cylinder lockset to main entrance door.
- Two lever mortice lockset to internal doors.
- Single towel rail per bathroom.
- Toilet roll holder per toilet.
- Mirrors in bathrooms fixed to wall.

### **Handrails**

- Handrail design where applicable as per architect detail.

### **Joinery Fittings**

- Built-in cupboards where indicated to ceiling height, with white melamine interiors, with 18mm Melchip doors with 2mm impact edging as per sample range, with shelves and hanging rails to specialist design
- Kitchen units 18mm Melchip doors with 2mm impact edging as per sample range.
- Kitchen worktops and vanity tops where applicable to be of reconstituted stone as per sample

- Aluminum shower doors and cubicles (where applicable)

### **Roof**

- Roof structure - to engineers design 35 degree pitch.
- Roof covering – Metal sheeting, colour to architect's choice
- Insulation to roofs in habitable areas according to SANS 10400
- Flashings and cover flashings as required
- 9mm Thick natural fibre cement fascias where applicable.
- 100 x 100mm aluminum gutters where applicable – same colour as the roof
- 75mm Diameter aluminum downpipes – same colour as the walls

### **Plumbing & Sanitary ware**

- Sanitary ware as per architects specification.
- Wall hung WC with heavy duty seat to bathrooms with built in Geberit concealed system dual flush actuator plate.
- Hand wash basins on vanity cupboard unit to bathrooms.
- 1700 mm fibreglass Plexicor type bath to bathrooms.
- 200 litre split symphonic solar geyser complete, solar panel only exposed.
- Double bowl stainless steel sink to kitchen where kitchen layout allows.

### **Tapware**

- Tapware to be from Hansgrohe range as per samples.
- Basin mixer tap to wash hand basins
- Bath mixer tap and spout to baths
- Shower mixer set complete with shower arm and adjustable shower rose to showers
- Single taphole sink mixer
- Under counter washing machine & dishwasher point
- One outside tap

### **Electrical installation**

- Ceiling mounted light points as per architectural design
- External light points as per architectural design
- Single & double plug points as per architectural design
- Weather proof plug points as per architectural design
- 2 x TV-points
- 1 x Telephone point per Fibre to the Home supplier
- Light fittings as per architects choice.

### **Appliances**

- Electric under-counter oven per developer's choice
- Gas hob complete with gas installation (gas bottle not included)
- Extractor canopy

### **Garage**

- Remote controlled alu-zinc , overhead sectional doors, colour to architect choice.
- Ceiling to be fitted, painted
- Floor to be grano.

### **Sundries**

- Fibre to the Home to be installed to each dwelling inclusive of access electronic terminal, as per Broadband infrastructure supplier specifications, to allow

Internet data access

Telephone line

TV access to DSTV or other network

Link to security gate

Intercom to gatehouse

- Landscaping – total erf to be grassed with kikuyu roll on lawn.
- Boundary walling:
  - Street fronts to be of cement block plastered and painted generally 1.2 m high as per site plan
  - Side and back walling to be of brick plastered and painted generally 1.8m high as per site plan
  - Black diamond mesh fence 1.5m high to selected areas as per site plan



# INSTRUCTION TO INVEST TRUST MONEYS

*(In respect of a conveyancing transaction)*

*Section 78(2A) of the Attorneys Act, 1979 (Act No 53 of 1979)*

To: **DE KLERK & VAN GEND**  
Attorneys, Notaries & Conveyancers  
CAPE TOWN

TRANSFER FROM: **PURPLE PLUM PROPERTIES 82 (PROPRIETARY) LIMITED**

TO:

OF: **ERF \_\_\_\_\_ AAN DE WIJNLANDEN**

I, the undersigned,

---

being the Transferee/s in the abovementioned transaction, hereby confirm my/our instructions to **DE KLERK & VAN GEND** to invest with **ABSA BANK** all funds paid to **DE KLERK & VAN GEND** by me/us on account of the purchase price, on the basis that:

1. the amount is invested in a trust savings account or other interest-bearing account;
2. the account contains a reference to Section 78(2A) of the Attorneys Act 1979 (Act No 53 of 1979);
3. the interest which accrues on such investment is to be for the company/close corporation/my benefit and is to be paid to me/us/it into the bank account indicated in the attached Personal Information document, after deducting your professional fee and costs for administering the investment, as soon as possible after the date of registration of the above-mentioned transaction;
4. the capital amount invested is to be paid in accordance with the transferor's instructions on the date of registration of transfer.
5. I am aware of the fact that while the funds are so invested with the said bank, the funds are not protected against a possible liquidation of the said bank.

---

**PURCHASER/S**

---

**DATE**

**NOTE:** No money will be invested in an interest-bearing trust account until this investment mandate has been furnished together with the signed and completed "FATCA-questionnaire" and the Purchaser has complied with the provisions of the Financial Intelligence Centres Act (FICA).

# FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) QUESTIONNAIRE – INDIVIDUAL

Client name: .....

ID number: ..... Passport number: .....

Are you subject to any foreign tax laws?

☐ Yes ☐ No

If the answer to the above question is 'Yes', please complete the following:

Country from which that tax law(s) originate(s)

Tax Identification number

1 .....	.....
2 .....	.....
3 .....	.....
4 .....	.....
5 .....	.....

Do you hold citizenship in more than one country?

☐ Yes ☐ No

If the answer to the above question is 'Yes', please specify which countries:

Countries of citizenship

1 .....
2 .....
3 .....
4 .....
5 .....

Country of birth: .....

Location of the majority of your assets (if located outside of South Africa): .....

## Declaration

I acknowledge that I have fully and truthfully answered all questions and responded to requests for information and confirm that the above is true and correct.

Signed at: ..... on: ..... / ..... / .....  
(Place) (Day) (Month) (Year)

Signature: .....

# FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) QUESTIONNAIRE – ENTITY

Client name: .....

Registration number: .....

Are you subject to any foreign tax laws?

☐ Yes ☐ No

If the answer to the above question is 'Yes', please complete the following:

Country from which that tax law(s) originate(s)

Tax identification number

1 .....	.....
2 .....	.....
3 .....	.....
4 .....	.....
5 .....	.....

Location of the majority of your assets (if located outside of South Africa): .....

## Declaration

I confirm that I am duly authorised by the abovementioned entity to complete this form and provide all information and documentation.

Signed at: ..... On: ..... / ..... / .....  
(Place) (Day) (Month) (Year)

Signature 1: ..... Name: ..... Capacity: .....

Signature 2: ..... Name: ..... Capacity: .....

Signature 3: ..... Name: ..... Capacity: .....

**Note:** Additional individual FATCA questionnaires must be completed for the below associated parties of the entity:

- Shareholder with a shareholding of more than 25%
- Mandated officials
- All directors or members or trustees