

**AGREEMENT OF SALE  
OF IMMOVABLE PROPERTY  
(A SECTIONAL TITLE UNIT IN A PHASED DEVELOPMENT)**

Between

SOLARIS CREST PROPERTIES PROPRIETARY LIMITED

Registration Number 2020/434584/07

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

And

\_\_\_\_\_  
Identity number \_\_\_\_\_

Marital Status:

Contact Details:

And

\_\_\_\_\_  
Identity number \_\_\_\_\_

Marital Status:

Contact Details:

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

## 1. INTERPRETATION

In this agreement, unless inconsistent with the context, the following expressions shall have the meanings assigned to them hereunder:

- 1.1 **"Agent Commission"** means 3% (three) percent of the Purchase Price (excluding VAT) payable by the Seller to the Estate Agency in terms of the provisions of clause 11;
- 1.2 **"Agreement"** means this sale agreement, including all annexures attached hereto (if any);
- 1.3 **"Architect"** means Hein Wolvaardt;
- 1.4 **"Body Corporate"** means the Solaris Crest body corporate established or to be established as contemplated in section 36 of the Sectional Titles Act;
- 1.5 **"Building Contract"** means the building contract/agreement entered into or to be entered into between the Contractor and the Seller for the construction of the building/improvements on the Land according to the plans and specifications referred to therein;
- 1.6 **"Business Day"** means any day other than a Saturday, Sunday or gazetted national public holiday in the Republic of South Africa;
- 1.7 **"Contractor"** means the building contractor appointed by the Seller to construct the buildings in the Scheme;
- 1.8 **"Deposit"** means the amount of:

RANDS
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payable in respect of a portion of the Purchase price as set out in clause 3 below and includes the reservation deposit amount referred to in clause 15 below of R10 000,00 (ten thousand Rands);

- 1.9 **"Estate Agency"** means

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1.10 **"Loan Amount"** means the amount of:

	RANDS
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required to be secured by the Purchaser from a recognised financial institution in South Africa to secure payment of the Purchase Price or a portion thereof (as the case may be);

1.11 **"Land"** means Erf 643 Eerste River, to be subdivided into Erf 10458 a Portion of 10102 Eerste River as per the attached unapproved diagram **Annexure D** in the City of Cape Town, Division of Stellenbosch, Province of the Western Cape;

1.12 **"Levy"** means the amount of:

R775 (SEVEN HUNDRED AND SEVENTY FIVE RANDS)
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Estimated as being the monthly levy payable by the Purchaser to the Body Corporate or the Seller (if the Body Corporate has not yet been established) in accordance with the provisions of the Act and **"Levies"** shall bear the same meaning;

1.13 **"Managing Agent"** means the

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1.14 **"NHBRC"** means the National Home Builders Registration Council established in terms of the Housing Consumers Protection Measures Act 95 of 1998;

1.15 **"Occupational Interest Amount"** means the amount of:

R7 000,00 (SEVEN THOUSAND RANDS)
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payable monthly in arrears by the Purchaser to the Seller in terms of clause 8;

1.16 **"Parties"** means the parties to this Agreement, being the Seller and the Purchaser;

1.17 **"Personal Information"** has the same meaning as defined in POPI, as may be augmented by applicable Privacy Law

- 1.18 **"Plan"** means the plan of the Section which is **Annexure B** hereto;
- 1.19 **"POPI"** means the Protection of Personal Information Act, No. 4 of 2013, as amended, which shall be deemed to be fully in force for purposes of this Agreement;
- 1.20 **"Privacy Law"** means POPI and any other privacy law or legislation that may apply to Personal Information that may Processed under this Agreement;
- 1.21 **"Process"** has the same meaning as assigned to "processing" defined in POPI, and "Processed" shall be construed accordingly;
- 1.22 **"Property"** means –

a) A unit consisting of i) the proposed Section in the Scheme

Section Number:	Extent:
(Unit Type: A1 / A2 / B1 / B2 – Annexure C)	48 /51 SQM
Unit No:	

ii) with the undivided share in the common property in the Scheme apportioned to the Section in accordance with the participation quota to be specified on the sectional plan; and

b) registered exclusive use area / exclusive use area in terms of the Body Corporate rules

Description	Extent

- 1.23 **"Purchase Price"** means the amount of:

RANDS
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(including VAT) being the full amount payable in respect of the Property;

- 1.24 **"Rand" or "R"** means South African Rand, the lawful currency of the Republic of South Africa;
- 1.25 **"Schedule of Finishes"** means the schedule of finishes in respect of the Section which forms part of the Plan as set out in **Annexure C**;
- 1.26 **"Scheme"** means the proposed sectional title scheme to be known as SOLARIS CREST comprising the Property, the common property and all buildings constructed and to be constructed on the Land;
- 1.27 **"Section"** means the proposed section in the Scheme which forms part of the Property and is shown on the Plan;
- 1.28 **"Sectional Titles Act"** means, the Sectional Title Act No.96 of 1986, as amended and its regulations;
- 1.29 **"Signature Date"** means, when this Agreement has been signed by each Party (whether or not in counterpart), the latest of the dates on which this Agreement (or any counterpart) was signed by any Party;
- 1.30 **"Site Plan"** means the plan which is **Annexure A** hereto of the proposed Scheme;
- 1.31 **"Transfer Date"** means the date registration of ownership of the Property in the name of the Purchaser at the relevant Deeds Registry Office;
- 1.32 **"Transfer Attorneys"** means Menezes and Mokobane Attorneys Inc. represented herein by Bernadette Menezes situated at 106 Johan Ave, Sandton;
- 1.33 **"VAT"** means value-added tax in terms of the VAT Act;
- 1.34 **"VAT Act"** means the Value Added Tax Act No 89 of 1991, as amended;
- 1.35 In this Agreement:
- 1.35.1 references to a statutory provision include any subordinate legislation made from time to time under that provision and include that provision as modified or re-enacted from time to time;
- 1.35.2 words importing the masculine gender include the feminine and neuter genders and vice versa; the singular includes the plural and vice versa; and natural persons include artificial persons and vice versa;
- 1.35.3 references to a "person" include a natural person, company, close corporation or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;
- 1.35.4 references to a "subsidiary" or a "holding company" shall be references to a subsidiary or holding company as defined in the Companies Act;

- 1.35.5 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 1.35.6 any definition, wherever it appears in this Agreement, shall bear the same meaning and apply throughout this Agreement unless otherwise stated or inconsistent with the context in which it appears;
- 1.35.7 if there is any conflict between any definitions in this Agreement then, for purposes of interpreting any clause of the Agreement or paragraph of any Annexe, the definition appearing in that clause or paragraph shall prevail over any other conflicting definition appearing elsewhere in the Agreement;
- 1.35.8 where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the next succeeding Business Day;
- 1.35.9 where the day upon or by which any act is required to be performed is not a Business Day, the Parties shall be deemed to have intended such act to be performed upon or by the next succeeding Business Day;
- 1.35.10 any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written (ie *pro non scripto*) and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction;
- 1.35.11 the use of any expression covering a process available under South African law (such as but not limited to a winding-up) shall, if any of the Parties is subject to the law of any other jurisdiction, be interpreted in relation to that Party as including any equivalent or analogous proceeding under the law of such other jurisdiction;
- 1.35.12 references to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT;
- 1.35.13 the rule of construction that if general words or terms are used in association with specific words or terms which are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class (ie the *eiusdem generis* rule) shall not apply, and whenever the word "*including*" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.
- 1.36 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement which are expressly provided to operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the relevant provisions themselves do not provide for this.
- 1.37 Each of the provisions of this Agreement has been negotiated by the Parties and drafted for the benefit of the Parties, and accordingly the rule of construction that the contract shall be interpreted against or to the

disadvantage of the Party responsible for the drafting or preparation of the Agreement (ie the *contra proferentem* rule), shall not apply.

## 2. SALE OF PROPERTY AND DEVELOPMENT OF SCHEME

### 2.1 development of sectional title scheme

- 2.1.1. The Seller has obtained written consent to develop the Scheme on the Land owned by the Seller, which development is set out in the Site Plan attached hereto and which shall be developed in phases. The Seller may reduce the number of phases as may be allowed in law from time to time;
- 2.1.2. The Seller intends to develop the sectional title development Scheme to accommodate residential units and common property as well as a number of exclusive use areas materially in accordance with the Site Plans, Schedule of Finishes and specifications attached hereto;
- 2.1.3. The Seller intends to therefore apply for the opening of a sectional title register in respect of the building or buildings to be erected on the Property in terms of the Sectional Titles Act.

### 2.2 completion of the Section:

- 2.2.1. the Seller undertakes to procure that the Section is erected substantially in accordance with the Plan and is sufficiently complete for beneficial occupation by the 31 May 2022 ("**Date of Possession**") provided the Purchaser has paid or duly secured the full Purchase Price and has paid the Occupational Interest Amount in arrears to be held in trust with the Transfer Attorneys;
- 2.2.2. The Purchaser will not give any instructions to the Architect, contractor or subcontractors. Should the Seller agree to any deviation from the Plan, such deviation shall be reduced to writing and any amounts payable in terms of such deviation shall be payable by the Purchaser to the Seller on demand;
- 2.2.3. The Purchaser shall within 30 (thirty) days of the Date of Possession, deliver to the Seller a list, signed by himself, enumerating any defects in the Section where same are due to defective materials or workmanship, and the Seller shall procure that such defects are made good as expeditiously as possible. Once such defects have been made good to the satisfaction of the appointed architect the Purchaser shall have no further claim against the Seller. Should the Purchaser fail to deliver the aforesaid list to the Seller within the said period he shall be deemed to have inspected the Section and not found any defects therein.
- 2.2.4. The Seller undertakes in terms of section 13(2)(b) of the Housing Consumer Protection Measures Act No 95 of 1998 to:
  - 2.2.4.1. Rectify any major structural defects in the Section caused by non-compliance with the National Home Builders Registration Councils Technical Requirements which occur within a period of 5 (five) years from the Date of Possession and of which the Seller is notified of by the Purchaser within that period;
  - 2.2.4.2. Rectify non-compliance with or deviation from the terms, plans and specifications referred to herein or any deficiency related to design workmanship or material of which the Seller is notified by the Purchaser of within 3 (three) months from the Date of Possession;

- 2.2.4.3 Repair roof leaks attributable to workmanship, design or materials occurring and of which the Seller is notified by the Purchaser of within 12 (twelve) months from the Date of Possession.
- 2.2.5. In no way detracting from the generality of any provision in this Agreement, it is recorded that the Seller may, at its discretion elect not to install any item on the Schedule of Finishes provided that the Seller installs a similar item of similar quality in its place;
- 2.2.6. In no way detracting from the Seller's rights in terms of this Agreement or at law, it is specifically recorded that the Purchaser shall not be entitled to delay or refuse to comply with any of its obligations in terms of this Agreement if it disputes that the Property is sufficiently complete for beneficial occupation on the Date of Possession;
- 2.2.7. Notwithstanding anything contained herein, the Seller shall not be liable to make good any damage to any unit or the common property of the Scheme caused by the Purchaser or the Purchaser's employees, contractors, agents representative or any other person who comes on the Scheme by virtue of the Purchaser's rights. The Purchaser shall therefore be liable for the costs of any repairs required to remedy the above damage;
- 2.2.8. Notwithstanding anything contained herein and in no way detracting from the generality of any provision in this Agreement it is specifically recorded that the Seller shall not be liable for the rectification of any defects or faults in the Section caused by surface water, storm water or rain water, normal settlement or cracking resulting from normal settlement, normal shrinkage, thermo cracking, geological disturbances, or normal wear and tear from use or neglect by the Purchaser;
- 2.3 **sale and transfer of Property:**
- 2.3.1. The Seller is the registered owner of the Property and wishes to sell the proposed Section (and exclusive use area if applicable) in the Scheme in accordance with the attached plans to the Purchaser who wishes to acquire the Property subject to the terms and conditions contained in this Agreement.
- 2.3.2. The Section shall be erected substantially in accordance with the attached Plan. The Purchaser agrees that he shall not be entitled to amend or procure any amendments to the Plan. The Purchaser acknowledges that the Section shall be situated as indicated on the attached Site Plan and is to be built in accordance with the Plan.
- 2.3.3. The Purchaser agrees that the precise extent, boundaries and description of the Property as shown on the Plan and as finally determined and approved by the Surveyor-General and/or competent authorities shall be binding on the Parties provided always that the area of the Section shall be within 5% (five) percent of the area as stated in clause 1.19. The sectional plan has not been approved and accordingly the exact and final boundaries and areas of the Section will be those as set out on the approved sectional plan. The Seller shall not be liable for any re-measurement to the Section as a result of a change on the approved sectional plan.
- 2.3.4. Registration of transfer of the Property into the name of the Purchaser in the appropriate deeds registry office shall be attended to by the Transferring Attorneys upon fulfilment of the conditions set out in this Agreement.



## 2.4 **phased development**

- 2.4.1. This sale is subject to the following special condition which is imposed by the Seller in terms of section 11(2) of the Sectional Titles Act. The Seller hereby reserves for itself the right to extend the Scheme in terms of section 25 of the Sectional Titles Act, for its personal account the Scheme by the erection and completion from time to time but within a period of 20 (twenty) years:
- 2.4.1.1. a further building or buildings;
  - 2.4.1.2. the horizontal extension of an existing building or buildings and/or
  - 2.4.1.3. a vertical extension of existing buildings on that part of the common property outlined on the Site Plan to divide such building or buildings into a section or sections and common property and to confer the right of exclusive use over parts of such common property upon the owner or owners of one or more of such sections in the Scheme;
- 2.4.2. the Purchaser acknowledges that because of changed circumstances which may arise in terms of section 25(13) of the Sectional Titles Act, the Seller may wish to replace or amend the section 25(2)(a) concept plans of the buildings to be erected on the common property of the Scheme;
- 2.4.3. The Purchaser waives their right to lodge an objection in terms of section 25(13) of the Sectional Titles Act to any change in the proposed buildings or the location of buildings comprised in the Scheme, notwithstanding that the position of such buildings may be changed or that the size or shape of the buildings may be changed, provided always that the construction of the buildings complies with the architectural controls.

## 2.5 **costs**

- 2.5.1. The Seller shall promptly upon request by the Transferring Attorneys pay all costs and charges of and incidental to the registration of the transfer of the Property and any consents to release the Property from any hypothecation.
- 2.5.2. The Purchaser shall pay on demand all attorney's fees relating to bond costs, including VAT thereon, costs of all necessary affidavits deeds office fees relating to the registration of the bond over the Property (in the event that the Purchase Price is to be secured in terms of a loan), financial institution fees and bank charges.
- 2.5.3. The Party's shall bear their own legal costs and disbursements of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement;
- 2.5.4. The Parties confirm that they are both comfortable with this arrangement and will have no claim against the Transfer Attorneys or the Seller for any damages, should this transaction fail for any reason whatsoever

## 3. **PURCHASE PRICE**

- 3.1 The Purchaser is required to secure the Purchase Price as set out in this clause 3 and make payment of the Purchase Price on the Transfer Date.

3.2 The Purchase Price is secured by the Purchaser to the Seller as follows:

**3.2.1 Purchase by securing the full Purchase Price:**

3.2.1.1. No later than 7 (seven) days of the Signature Date, the Purchaser must pay the full Purchase Price (if secured by the Purchaser in cash) in trust to the Transfer Attorneys who will as soon as possible thereafter and on compliance with the provisions of clause 3.4.2, invest the said amount into an interest bearing trust account, the interest thereon accruing to the Purchaser or by providing guarantees to the Transfer Attorneys according to clause 3.3 below for the full Purchase Price;

**OR**

**3.2.2 Purchase by Deposit and Loan:**

3.2.1.2. No later than 7 (seven) days of the Signature Date, the Purchaser must pay the Deposit in trust to the Transfer Attorneys who will as soon as possible thereafter and on compliance with the provisions of clause 3.4.2, invest the said amount into an interest bearing trust account, the interest thereon accruing to the Purchaser; and

3.2.1.3. The balance in cash against transfer into the name of the Purchaser, to be secured by a guarantee or guarantees lodged by the Purchaser with the Transfer Attorneys according to clause 3.3 below;

3.3 The Purchaser shall procure the issue of the guarantee/s referred to above by no later than 30 (thirty) days of Signature Date by a registered bank in South Africa in favour of the Seller and/or such other entities as the Seller may notify the Purchaser in writing, the terms and conditions which shall be reasonably acceptable to the Seller (or the Transfer Attorneys on their behalf) and expressed to be payable on registration of transfer to the Seller.

3.4 The Purchaser shall pay the Deposit or full Purchase Price (as the case may be):

3.4.1. into the following trust account of the Transfer Attorneys:

Menezes and Mokobane Incorporated

Standard Bank of South Africa

Account Number: 042984963

Branch Number: 019205

Branch Name: SANDTON

Ref [property description]; and

3.4.2. which Deposit or full Purchase Price referred to above will only be invested once the Transfer Attorneys are in receipt of a signed authority to invest document acceptable to the Transfer Attorneys and all other relevant documents requested from the Purchaser in terms of the Financial Intelligence Centre Act, Act 38 of 2001.

#### 4. **VAT**

- 4.1 If VAT is applicable, the Seller warrants to the Purchaser that it will be as at the Transfer Date, a registered VAT vendor within the meaning of the VAT Act.
- 4.2 If VAT is or becomes payable by the Sellers in respect of the Purchase Price, the Purchaser shall pay to the Sellers an amount equal to the VAT on the Purchase Price so payable forthwith on demand against delivery to the Purchaser of the documentation required in terms of the VAT Act to permit the Purchaser to claim a deduction in respect of such VAT in terms of Section 16(3) of the VAT Act.

#### 5. **OBLIGATIONS BY THE PURCHASER**

- 5.1 The Purchaser acknowledges that:-
- 5.1.1 He has acquainted himself with the nature, condition, beacons, extent and locality of the Property;
- 5.1.2 He will have no claim whatsoever against the Seller for any deficiency in the size of the Property which may be revealed on any re-survey nor shall the Seller benefit from any possible excess; and
- 5.1.3 The Body Corporate is in existence to manage and promote the communal interest of the owners and residents in the Scheme;
- 5.1.4 After completion of the Section, the Seller and/or its agents, contractors and workmen may be engaged in erecting other dwellings, driveways and other structures on the Land and the Purchaser agrees that the Seller and/or its agents, contractors and workmen shall at all times have reasonable access to the Property and the Land for the purposes of carrying out such work as may be necessary to enable the Seller to procure the erection and layout of the aforementioned dwellings, driveways and other structures. The Purchaser will have no claim whatsoever against the Seller by reason of any inconvenience or interference with the Purchaser's rights arising and the Purchaser shall not interfere with the performance of the aforesaid work.
- 5.1.5 On the Date of Possession the Scheme may be incomplete and he and every person claiming occupation and use through him may suffer inconvenience from building operations and from noise and dust resulting therefrom and the Purchaser shall have no claim whatsoever against the Seller by reason of any such inconvenience;
- 5.1.6 The documentation necessary to effect transfer of the Property to the Purchaser may be lodged with the Deeds Registry as part of a set including the transfer of other units/sections in the Scheme and that only documentation in the set, including the documentation relating to the transfer of the Property, can be withdrawn from the Deeds Registry as a set. The Seller shall be entitled to recover from the Purchaser all damages the Seller may suffer as a result of the aforesaid set having to be withdrawn and all transfers in the set having been delayed by virtue of the Purchaser's failure to comply with the provisions of this Agreement;
- 5.1.7 It agrees to appoint the Managing Agent as the managing agent of the Scheme, as provided for in section 46 of the management rules set out in annexure 8 of the Sectional Titles Act. The Purchaser irrevocably nominates, constitutes and appoints the Seller to call any meeting of the Body Corporate

required for the purposes of appointing a managing agent, on the Purchaser's behalf and to vote in favour of appointing the Managing Agent;

5.2 The Purchaser undertakes that:-

- 5.2.1 He shall within 7 (seven) days of being called upon to do so by the Transfer Attorneys, sign all documents required to be signed, and furnish all documents required to be furnished to enable transfer of the Property to be given to the Purchaser;
- 5.2.2 He shall cooperate with the adjacent owners to comply with the condition that was imposed by the local authority that the maintenance and upkeep of the underpass drainage will be the responsibility of the owners of erven 10124, 10098, 10102 or portion thereof, Eerste River and the Aan De Wijnlanden HOA . The aforesaid legal entities will together fund the maintenance, upkeep of the water pumps an generator and associated costs.
- 5.2.3 Immediately on becoming the registered owner of the Property, he will automatically become a member of the Body Corporate and will be bound by the constitution of the Body Corporate (a copy is obtainable from the Estate Agency or the Seller as the case may be);
- 5.2.4 For as long as he is the registered owner of the Property he will remain a member of the Body Corporate and be bound by its rules;
- 5.2.5 Should he sell the Property, he will ensure that his purchaser is made fully aware of the conditions of the Body Corporate;
- 5.2.6 The Transfer Attorneys or their nominated correspondent attorney (as the case may be) shall also attend to the registration of the bond for the Loan Amount (or such higher amount as the registered bank may require) over the Property to ensure expediency of the transaction and the transfer, and that the Purchaser shall advise their financial institution/registered bank which has provided the bond grant for the Loan Amount of the said arrangement for the Transfer Attorney or nominated correspondent attorney to attend to the registration of the bond over the Property.
- 5.2.7 The following provisions are imposed as conditions in favour of the Body Corporate:
  - 5.2.6.1. The owner of the Property, or any subdivision thereof, shall not be entitled to transfer the Property or any portion thereof, without the prior written confirmation of the Body Corporate that all amounts due to the Body Corporate by the owner have been paid;
  - 5.2.6.2. every owner of the Property shall automatically become and shall remain a member of the Body Corporate and be subject to its rules until he ceases to be an owner and the Property (or any subdivision or interest therein) shall be transferred to any person who has not bound himself to become a member to the satisfaction of the Body Corporate.
  - 5.2.6.3. No improvement of any nature may be affected to the Property without the prior written approval of the Body Corporate;

- 5.2.6.4. No alteration or subdivision to the Property may be applied for or undertaken until that phase of the development in which the Property is located has been completed by the developer/Seller and all certificates issued by the local authority have been obtained;

## 6. **VOESTSTOOTS**

- 6.1 The Seller shall remedy any defects according to clause 2.2 above.
- 6.2 In the absence of notice as referred to in clause 2.2 above, the Purchaser shall be deemed to have accepted the Section 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 Section will become 'voetstoots'. The Seller, other than as provided for herein, shall not be liable for any defects in the Section or in respect of anything relating thereto, whether patent or latent after the expiry of the period as referred to in clause 2.2 above.
- 6.3 The Purchaser shall be obliged to give the Seller, its agents and subcontractors all access reasonably required to remedy the patent or latent defects that are required to be remedied in terms of this clause. Repairs will be done during working hours, Monday to Friday.
- 6.4 The Property is sold subject to all conditions and servitudes mentioned or referred to in the current and/or prior title deeds of the Property or any town planning scheme or sectional title plans applicable thereto.

## 7. **WARRANTIES**

- 7.1 The Seller warrants to the Purchaser as at the Signature Date that:
- 7.1.1 it is the registered owner of the Property;
- 7.1.2 no legal actions have been instituted against the Seller and the Seller has no knowledge of any contemplated legal actions in terms of which the Property may be attached;
- 7.1.3 it has not received any notices from any competent authority relating to the widening of any road adjacent to the Property nor is it aware that any such road widening is contemplated;
- 7.1.4 the Property does not encroach on any neighbouring Property nor do any buildings on any neighbouring Property encroach on the Property;
- 7.1.5 it is not bound by any agreements whereby any restrictive conditions or servitudes attach to the Property other than such conditions or servitudes as are currently registered against the title deeds of the registered Property other than those mentioned in this Agreement.
- 7.1.6 the Property complies in every respect with all government, provincial and local authority;
- 7.1.7 it has not been called upon by any competent authority and is not under any obligations to make any alterations, repairs or additions to the Property, particularly, without limiting the generality of the foregoing, in regard to the disposal of effluent from or the state of the buildings on the Property;
- 7.1.8 the Property is not subject to any demolition order;

- 7.1.9 the Property will be enrolled with the National Home Builders Registration Council as contemplated in the Housing Consumer Protection Measures Act No 95 of 1998;
- 7.1.10 the Section will be constructed in a properly and workmanlike manner;
- 7.1.11 the Section will be fit for habitation on the Date of Possession;
- 7.1.12 the Section will be constructed in accordance with the NHBRC technical requirements to the extent applicable to the Section at the date of enrolment of such Section with the NHBRC; and
- 7.1.13 the Section will be constructed in accordance with the terms, plans and specifications referred to in this Agreement.
- 7.2 having made all reasonable enquiries the Seller is not aware of any facts, matters or circumstances which may give rise to-
  - 7.2.1 any changes in the zoning of the Property; and
  - 7.2.2 any expropriation of the Property;
- 7.3 as at the Transfer Date, the Seller has disclosed all defects in the Property of which the Seller is aware; and
- 7.4 the Seller has disclosed to the Purchaser all facts and circumstances material to this transaction and which would be material or would be reasonably likely to be material to a purchaser of the Property and the purchase price payable in respect thereof.
- 7.5 The warranties included in section 13(2) of the Housing Consumers Protection Measures Act, 1998 are given by the Contractor to the Seller.

## 8. **OCCUPATION, POSSESSION AND TRANSFER**

- 8.1 The Seller hereby undertakes to use its best endeavours to give to the Purchaser beneficial occupation of the Section on the Date of Possession provided that the Purchaser has paid or secured the Purchase Price;
- 8.2 If however, the Seller is of the opinion that for whatever reason the Section will not be sufficiently complete for beneficial occupation by the Date of Possession, then:
  - 8.2.1 The Seller shall notify the Purchaser in writing of such fact at least 30 (thirty) days before such date and shall specify in such notice the later date that the Section shall be complete for the purposes of beneficial occupation which shall not be more than 9 (nine) calendar months after the Date of Possession and such later date shall be deemed for all purposes to be the Date of Possession;
  - 8.2.2 If the Section is not sufficiently complete for beneficial occupation within 7 (seven) months of the Date of Possession the Purchaser shall have the right on 7 (seven) days notice to the Seller to resile from the Agreement prior to the expiry of 9 (nine) months from the Date of Possession. In which case the Purchaser shall be entitled to receive a refund of the Purchase Price paid and the Purchaser

shall have not claim of whatsoever nature or howsoever arising against the Seller for failing for any reason to give possession, occupation and use of the Section to the Purchaser timeously. In the event of the Purchaser not resiling from the Agreement, the Agreement shall continue to be of full force and effect between the Parties and the Purchaser shall take occupation of the Section on the date 30 (thirty) days after the Seller gives the Purchaser written notice that it is complete for beneficial occupation which date shall be deemed for all purposes to be the Date of Possession.

8.2.3 In the event of any dispute arising as to when or whether the Section is sufficiently complete for beneficial occupation a certificate by the Architect certifying that the Section is or is not sufficiently complete for beneficial occupation shall be final and binding on the Parties.

8.3 From the Date of Possession the Purchaser shall:

8.3.1 Be entitled to beneficial occupation of the Section and the Section shall be used only for residential purposes subject to compliance with the Body Corporate rules;

8.3.2 At his own expense maintain the interior of the Section in a good, clean and thoroughly tenantable and attractive condition and where necessary repair or refurbish any damaged item and replace any lost item, including maintaining in good working order all electrical, plumbing and sewerage installations serving the Section;

8.3.3 If the Section is separately metered for the supply of electricity and/or water make arrangements with the suppliers to obtain the relevant connections and shall pay for any consumption thereof;

8.3.4 Be entitled to use and enjoyment of those parts of the common property of the Scheme but shall not interfere unduly with the lawful rights of other occupiers of the sections in the Scheme to enjoy the use of the common property;

8.3.5 At all times comply with the provisions of the Sectional Titles Act and the Body Corporate rules;

8.3.6 Waive any claims against the Seller for any loss or damage to property or any injury to person which the Purchaser may sustain in or about the Property or Scheme and indemnifies the Seller against any claim that may be made against the Seller by an employee of the Purchaser or any tenant, nominee, invitee or any other person who goes on the Property or Scheme by virtue of the Purchaser's rights, for any loss or damage to property or injury to person howsoever such loss damage or injury may be caused;

8.3.7 Not, prior to the Transfer Date without the prior written consent of the Seller make or cause or allow to be made any change or improvements to the Section or remove or demolish any improvements whatever.

8.3.8 Be liable for the payment of all services provided to the Section in the form of telephones, television, electricity and water and any deposits payable in connection with the supply of any such services and hereby acknowledges that all electricity supplied will be via a pre-paid metering system and that no satellite dishes or aerals or receivers of any form are permitted on walls or roofs of as a central satellite dish with fibre optic cable will be provided to each unit and each owner will be responsible for his application or connection thereof;

- 8.3.9 Be liable for the payment of rates, levies and other outgoings arising from the Property.
- 8.3.10 Be entitled at all reasonable times to have access to the Section and the common property of the Scheme for the purpose of inspection or to carry out any maintenance or repairs and shall have not claim against the Seller for any disturbance in his occupation arising out of the exercise of the rights hereby conferred
- 8.3.11 Shall not use the Section or permit it to be used in such a matter as shall cause a nuisance to any occupier of any section in the Scheme or breach any of the Body Corporate rules or any law, ordinance or by-law or provision of the town planning scheme in force in relation to the Scheme
- 8.3.12 Shall ensure that the maximum number of persons that shall be entitled to occupy the Section shall be determined by multiplying the number of bedrooms in the Section by two;
- 8.3.13 Shall pay the Occupational Interest Amount monthly in advance, to the Transfer Attorney to be held in trust, by the first day of each month and the final adjustment to be made on the Transfer Date;
- 8.3.14 Shall, if applicable, have exclusive use over those portions of the common property in the Scheme referred to in clause 1.19 and shall be responsible for maintaining at his own cost the exclusive use area as shown on the Site Plan or as referred to in the Body Corporate rules. The Purchaser acknowledges that the exclusive use area may be allocated to the Purchaser in terms of the rules as contemplated in section 27 of the Sectional Titles Act and may not be formally ceded to the Purchaser;
- 8.3.15 Authorises the Seller to make such alterations or amendments to the Body Corporate rules as well as to file and lodge such altered and amended rules in the deeds office as the Seller believes is necessary to give effect to the provisions of this Agreement and for this purpose the Purchaser irrevocably and *in rem suam* appoints the Seller as the Purchasers duly authorised attorney, agent and proxy on his behalf and to the Purchaser's exclusion to attend all such meeting and do all such things as are necessary to give effect to the provisions of this clause;
- 8.3.16 Shall be liable for the payment of the monthly Levy payable to the Body Corporate (and prior to the Body Corporate's formation to the Seller) in respect of those items listed in the Sectional Titles Act which are an estimation of the monthly levies payable by the Purchaser made in good faith by the Seller and the Purchaser shall have no right to reclaim from the Body Corporate any amount paid by way of a monthly levy or special levy;
- 8.4 With effect from the Transfer Date:-
- 8.4.1 all the benefits and risks of ownership in the Property shall pass to the Purchaser;
- 8.4.2 the Purchaser shall be entitled to all benefits and shall be liable for all rates, levies and taxes and other imposts levied thereon;
- 8.4.3 the Purchaser shall not hold the Seller liable for any delays in effecting transfer of the Property to the Purchaser;



8.4.4 the Purchaser shall be obliged to accept ownership of the Property subject to the conditions, reservations and servitudes which affect the Property and such conditions of sectional title as are imposed by the Seller and the local authority including any change in the number of the Section or any change in the name of the Scheme;

8.5 The Purchaser shall not be entitled to occupation of the Section until it has secured payment of the Purchase Price, has signed all the documentation required by the Transfer Attorneys and provided them with the requested information and has paid any levy, the Occupational Interest Amount, electricity, water and all other amounts the Purchaser is responsible for payment of. The Date of Possession will be deemed to be the date of compliance by the Purchaser of the above notwithstanding the Section being sufficiently complete for beneficial occupation before compliance with the above by the Purchaser.

8.6 The Purchaser shall be obliged, in the event of the cancellation or lapse of this Agreement, to immediately vacate the Property and restore it to its original condition as on occupation, it being acknowledged that no tenancy shall be created by the Purchaser taking occupation prior to registration of transfer and that the Purchaser will have no claims whatsoever against the Seller arising out of any alterations or additions made to the Property by the Purchaser.

#### 9. **INSURANCE**

9.1 The Seller shall keep the buildings in the Scheme insured up to their replacement value in terms of against all risks mentioned in rule 23(1) of the management rules annexed to the Sectional Title Schemes Management Act and to pay the premiums due from time to time thereon prior to the Date of Possession.

9.2 During the period between Date of Possession and the Transfer Date, the Purchaser shall, if early occupation has been granted, be liable for the costs associated with insuring any of its moveable items brought onto the Property;

9.3 The Purchaser shall not do or permit to be done any act, matter or thing as a result of which insurance policy held by the Seller or the Body Corporate in respect of the building may be rendered void or voidable or as a result of which the premiums in respect thereof may be increased.

#### 10. **CERTIFICATES OF COMPLIANCE**

That Seller and the Contractor shall, at their own expense in accordance with the provisions of the Occupational Health and Safety Act 85 of 1993, procure the issue of a certificate of compliance in respect of the electrical installations in or on the Property, a certificate of compliance in respect of the electrical fence (if applicable) and the occupation certificate in accordance with and in the form provided for in the prevailing regulations under the Occupational Health and Safety Act, 85 of 1993, as amended and shall provide this certificate to the Transferring Attorney prior to the Transfer Date, alternatively prior to the Purchaser taking occupation of the Property, whichever date is earlier.

#### 11. **AGENT'S COMMISSION**

11.1 The Purchaser warrants to the Seller that he was / was not introduced to the Property by the Estate Agency.

11.2 If the Purchaser was introduced to the Property by the Estate Agency, then:

11.2.1. The Seller shall if applicable pay to the aforesaid Estate Agency the commission in the amount of the Agent Commission. Such Agent Commission shall be deemed to have been earned and will be payable to the aforesaid Estate Agency on the Transfer Date. The Seller hereby irrevocably authorises and instructs the Transfer Attorneys to deduct from the proceeds of the sale of the Property in terms of this Agreement the aforesaid Agent Commission and to pay same to the Estate Agency on the Transfer Date.

11.2.2. The Purchaser warrants that no agent other than the Estate Agency was responsible for introducing him to the Property. The Purchaser further warrants that no other agent will have claim against the Seller for agent's commission arising out of this transaction. The Purchaser indemnifies and holds harmless the Seller against any loss, damage or expense sustained, suffered or incurred by the Seller arising out of any breach of the foregoing warranty.

11.2.3. If the Agreement is cancelled by the Purchaser or the Seller for any reason whatsoever, the Parties acknowledges that the defaulting party shall be liable to the Estate Agency for payment of the Agent Commission. Any legal costs incurred by the Estate Agency in enforcing its right to the Agent Commission against the Purchaser shall be paid by the Purchaser.

11.3 If the Purchaser was introduced to the Property by the Seller the Purchaser confirms that the sale did not come about as a result of direct marketing by the Seller. The Seller is acting in the ordinary course of business. The provisions of the Consumer Protection Act, No. of 68 of 2008 shall apply where the Purchaser falls within the ambit of the said Act and the Purchaser has accepted all terms and conditions which limit the risk of the Seller, place liability or risk on the Purchaser, impose an obligation on the Purchaser to indemnify the Seller and constitutes an acknowledgement of facts by his/her initialling of every page of this Agreement.

## 12. BREACH

12.1 In the event of either one of the Parties ("the defaulting party") committing a breach of any of the other terms of this Agreement and failing to remedy such breach within a period of 7 (seven) days after receipt of a written notice from the other party ("the aggrieved party") calling upon the defaulting party to remedy the breach complained of, then the aggrieved party (which includes the Seller) shall be entitled at his sole discretion and without prejudice to any of his other rights in law, either to claim specific performance of the terms of this Agreement or to cancel this Agreement forthwith and without further notice and claim and recover damages from the defaulting party.

12.2 Should there be a dispute as to the determination of the defaulting party, the Transfer Attorney shall retain in trust all payments under his control until such dispute is resolved either by agreement between the Purchaser and the Seller or by order of a competent Court.

### 13. MISCELLANEOUS MATTERS

#### 13.1 address for service of legal documents

13.1.1 The Parties choose the following physical addresses at which documents in legal proceedings in connection with this Agreement may be served (ie their *domicilia citandi et executandi*):

13.1.1.1 in the case of the Seller to: address:

13.1.1.2

email:

13.1.1.3 in the case of the Purchaser to: address:

email:

13.1.2 A Party may change that Party's address for this purpose to another physical address in the Republic of South Africa by notice in writing to the other Party such change to be effective only on and with effect from the 7<sup>th</sup> Business Day after the giving of such notice.

13.1.3 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate service of such written notice or communication to that Party notwithstanding that it was not sent to or delivered or served at that Party's chosen *domicilium citandi et executandi*.

#### 13.2 variation, cancellation and waiver

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

#### 13.3 entire contract

This Agreement contains all the provisions agreed on by the Parties with regard to the subject matter of the Agreement and the Parties waive the right to rely on any alleged provision not expressly contained in this Agreement.

#### 13.4 indulgences

The grant of any indulgence, extension of time or relaxation of any provision by a Party under this Agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

#### 13.5 cession and delegation

The Purchaser may not cede any or all of its rights or delegate any or all of its obligations under this Agreement without the prior written consent of the Seller. The Purchaser acknowledges that the Seller

may at any time cede any or all of its rights or delegate any or all of its obligations under this Agreement without the prior written consent of the Purchaser.

### 13.6 **applicable law**

This Agreement is to be governed, interpreted and implemented in accordance with the laws of the Republic of South Africa.

### 13.7 **jurisdiction of South African courts**

The Parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape High Court, Cape Town for any proceedings arising out of or in connection with this agreement.

### 13.8 **independent advice**

Each of the Parties hereby respectively agrees and acknowledges that:

13.8.1 it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and

13.8.2 each provision of this Agreement (and each provision of the Annexes) is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

### 13.9 **co-operation**

Each of the Parties undertakes at all times to do all such things, perform all such acts and take all such steps, and to procure the doing of all such things, within its power and control, as may be open to it and necessary for and incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.

### 13.10 **signature in counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

## 14. **PROTECTION OF PERSONAL INFORMATION**

14.1. The Parties record that in the execution of this Agreement they may Process certain Personal Information and in doing so, need to comply with applicable Privacy Law. The Parties accordingly undertake, warrant and represent in favour of each other that they will in the execution of this Agreement:

14.1.1. comply with all their respective legal compliance obligations arising from applicable Privacy Law and where the aforesaid compliance obligations so require, give reasonable assistance to enable the other Party to comply;

14.1.2. take the required level of care and implement appropriate organisational and technical information security measures to procure the security and confidentiality of Personal Information;

- 14.1.3. provide reasonable evidence of its compliance with applicable Privacy Law upon request by the other Party, provided the requesting Party can show that it has a right or duty at law to establish such compliance; immediately notify each other in the event of any fact, circumstance or eventuality that will or may have caused a breach of the compliance obligation set out in clause 14.1.1, 14.1.2 or a change in the applicable Privacy Law; and
- 14.1.4. procure that any third party which may be granted access to Personal Information by a receiving Party, complies with the obligations of this clause 14.
- 14.2. Without prejudice to any other right or remedy, the Parties agree to provide all reasonable assistance to each other in the event of a breach of the security and/or confidentiality of Personal Information, which assistance shall include (without limitation) appropriate steps to comply with the applicable provisions of Privacy Law if Personal Information has been compromised. Ownership of the rights in and to any data exchanged between the Parties that contains Personal Information shall remain reserved to the disclosing Party and the receiving Party shall only use such data strictly for the performance of its duties in terms of this Agreement.
- 14.3. Unless otherwise required by applicable law, upon termination or expiry of this Agreement, or upon earlier request by the disclosing Party, the Party having received Personal Information shall return same to the disclosing Party or, at the instance of the disclosing Party, destroy any record or embodiment of such Personal Information and provide reasonable proof thereof to the disclosing Party.
- 14.4. Each of the Parties hereby indemnify the other from any cost, claim, damage, loss or penalty that may arise from a breach of the obligations of this clause 14.
- 15. CONSENT BY PURCHASER TO PAY "RESERVATION DEPOSIT" TO IGROW**
- 15.1 Notwithstanding anything else to the contrary, the Purchaser specifically hereby agrees, in accordance with paragraph 8.1 of the Code of Conduct of The Estate Agency Affairs Board and hereby instructs the Conveyancer to pay over to IGrow Wealth Investments (Pty) Ltd ("**IGROW**") an amount of R10 000,00 (ten thousand Rands) being the entire reservation deposit paid by the Purchaser to the Conveyancer. The Purchaser is made aware that the reservation deposit will for this reason not be invested. Such payment shall only be payable by the Conveyancer to IGROW once the Conveyancer has received proof that the Purchaser's mortgage bond application relating to such purchase has been approved and the balance of the purchase price is secured to the satisfaction of the Conveyancer, or should the Purchaser forfeit the reservation deposit as provided for. It is furthermore an express condition, that in the event the Seller fails to pass transfer of the property into the name of the Purchaser within 36 (thirty-six) months from date of signature of this Agreement and the Purchaser cancels the said Agreement as per any cancellation clauses in this Agreement, IGROW shall upon demand be obliged to repay such reservation deposit without set-off or any deductions into the Purchaser's nominated bank account.
- 15.2 The Purchaser hereby indemnifies and holds harmless the Conveyancer for any failure by IGROW to repay the said reservation deposit in the event that of a failure of the transfer of the Property into the name of the Purchaser as provided for in clause 15.1 above.

Signed at

on

2021

**AS WITNESSES:-**

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

\_\_\_\_\_

For the Seller

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

Signed at

on

2021

**AS WITNESSES:-**

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

\_\_\_\_\_

For the Purchaser

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

Signed at

on

2021

**AS WITNESSES:-**

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

\_\_\_\_\_

For the Purchaser

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

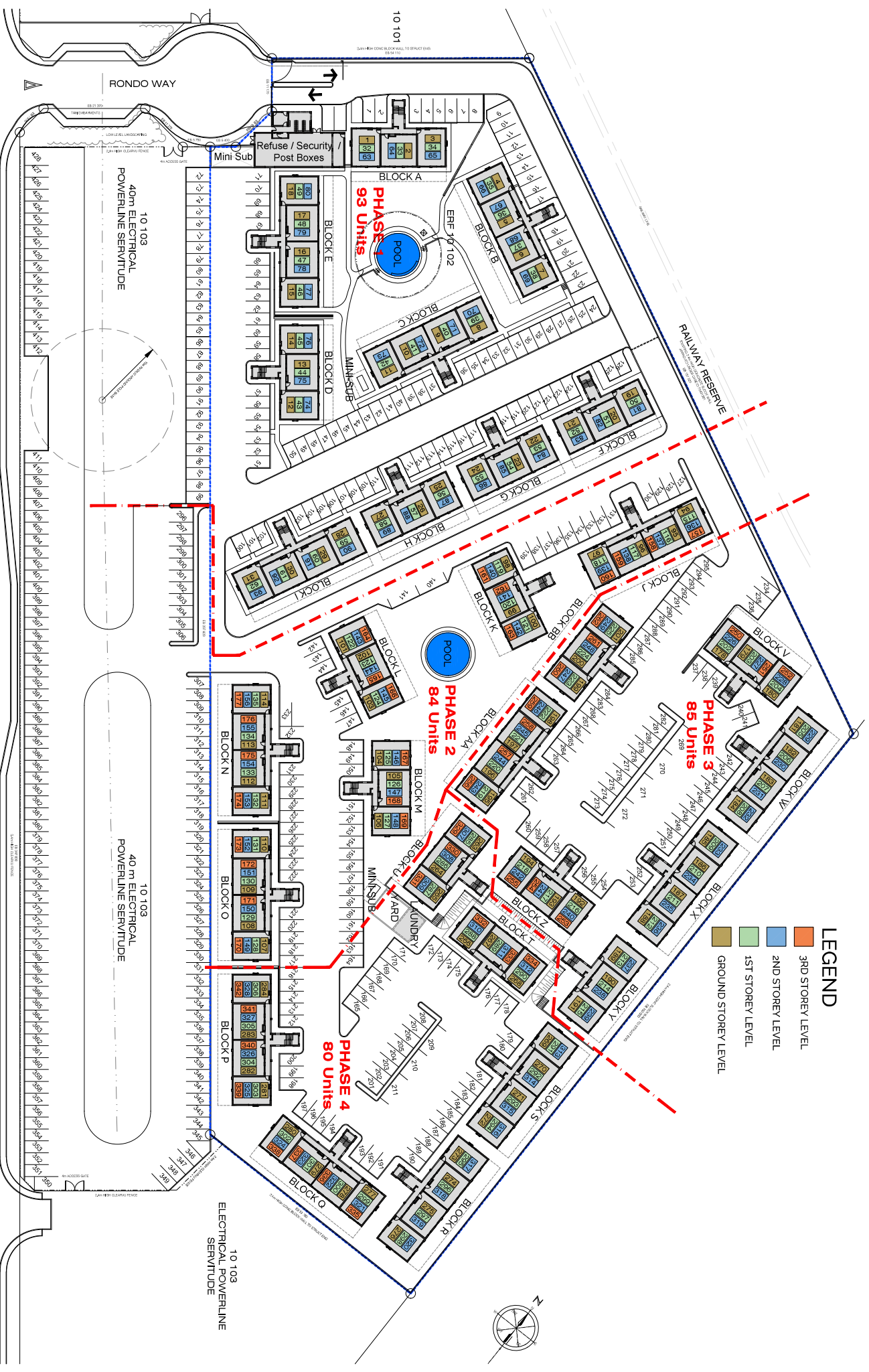
ANNEXURE A: SITE PLAN

ANNEXURE B: PLAN OF SECTION

ANNEXURE C: SCHEDULE OF FINISHES

ANNEXURE D: SUBDIVISION DIAGRAM

- LEGEND**
- 3RD STOREY LEVEL
  - 2ND STOREY LEVEL
  - 1ST STOREY LEVEL
  - GROUND STOREY LEVEL



solaris crest

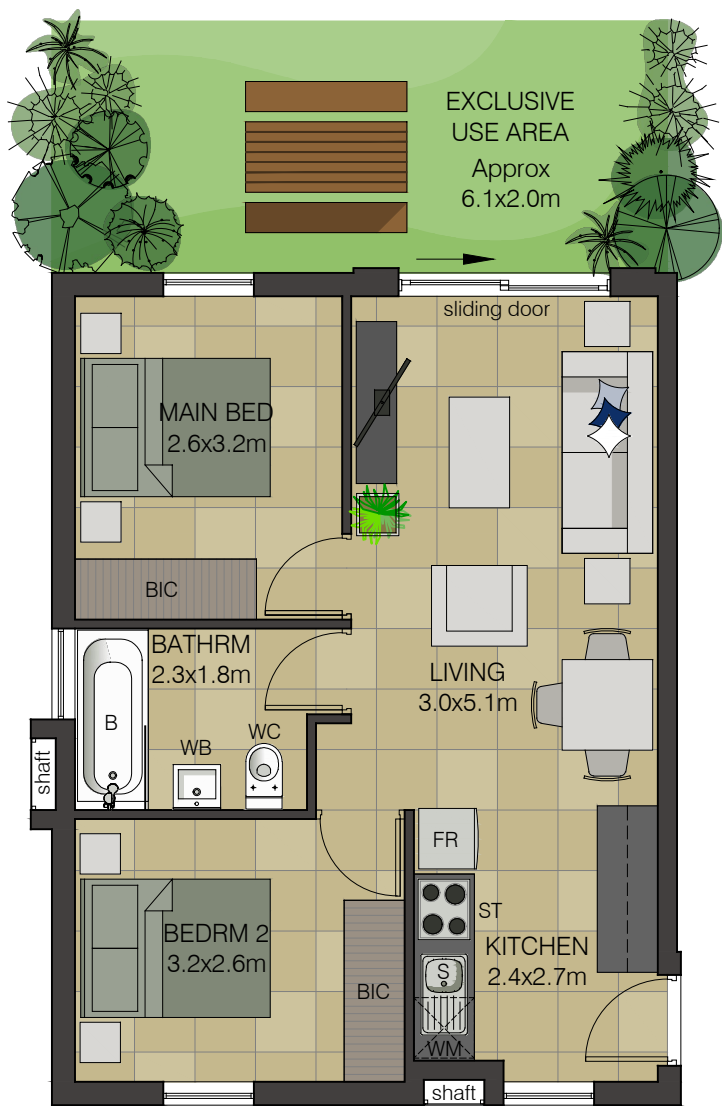
**SECTIONAL PLAN**  
SCALE 1:250 (A0 Sheet)





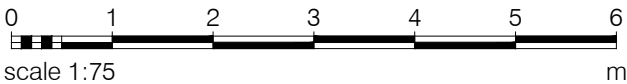
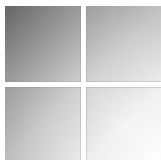
Unit Type A1 - 48m<sup>2</sup>

Exclusive Use Area - Approx 12m<sup>2</sup>



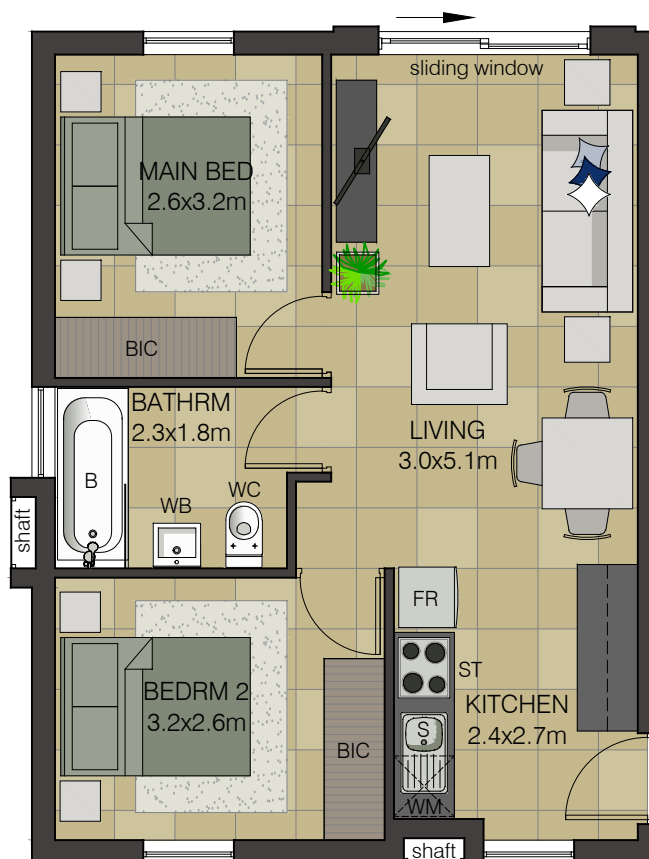
LEGEND

B	Bath with shower	S	Sink	FR	Fridge point
WC	Toilet	BIC	Built-in cupboards	WM	Washing machine point
WB	Wash Basin	ST	Undercounter oven with hob		





## Unit Type A2 - 48m<sup>2</sup>

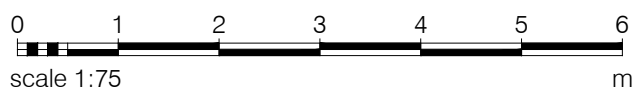
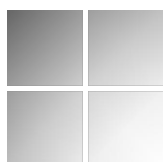


### LEGEND

B Bath with shower  
WC Toilet  
WB Wash Basin

S Sink  
BIC Built-in cupboards  
ST Undercounter oven with hob

FR Fridge point  
WM Washing machine point





# Unit Type B1 - 51m<sup>2</sup>

Exclusive Use Area - Approx 15m<sup>2</sup>

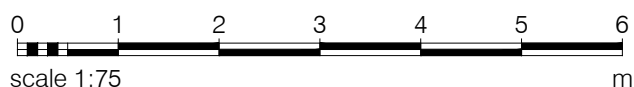
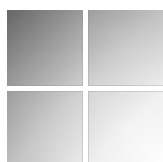


## LEGEND

B Bath with shower  
WC Toilet  
WB Wash Basin

S Sink  
BIC Built-in cupboards  
ST Undercounter oven with hob

FR Fridge point  
WM Washing machine point





## Unit Type B2 - 51m<sup>2</sup>

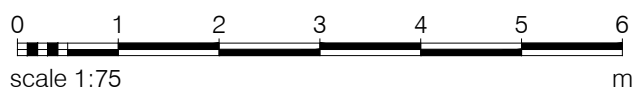
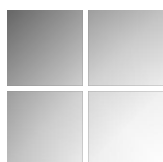


### LEGEND

B Bath with shower  
WC Toilet  
WB Wash Basin

S Sink  
BIC Built-in cupboards  
ST Undercounter oven with hob

FR Fridge point  
WM Washing machine point



# **SOLARIS CREST SPECIFICATIONS (29 January 2021)**

## **PROJECT SPECIFICATION Sub-structure**

- Conventional reinforced concrete strip footings to structural engineer's design & specification

## **Structural**

- To structural engineer's design & specification

## **External facades**

- External walls - 230mm cavity walls with SABS approved cement Maxi-bricks
- Brick reinforcement - as required by NHBRC
- Plaster/bagged finish to external walls, as specified by architect
- Paint as per architect's specification to all external walls
- Brick-on-edge external window cills plastered to match walls

## **Internal walls and wall finishes**

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

## **Wall tiles**

- Glazed ceramic wall tiles as per sample to bathroom walls as indicated by architect
- Kitchens– splashback tiles to area between floor and wall cupboards only

## **Floor finishes**

- Glazed ceramic floor tiles as per sample to all internal floor areas
- Tiled skirting to bathroom
- Painted timber skirting to living areas, dining rooms and bedrooms
- Walkways to be finished in non-slip surface
- Staircases and staircase landings smooth concrete finish

## **Ceilings**

- Ground floor and first floor slab soffits to be painted– no cornices
- Second floor ceilings to be flush plastered gypsum board ceilings with polystyrene cornices - painted
- Cellulose fibre ceiling insulation over second floor ceilings

## **Windows and doors**

- Powder coated aluminium windows with opening sections as indicated on elevations (glazing to SABS standards)
- Powder coated aluminium sliding doors to ground floor units as indicated (glazing to SABS standards)
- Main entrance door–painted hardwood door(813x2032mmhigh) as per architect's specification
- Internal doors-painted hollowcore doors(762/813x2032mm)
- External and internal door frames – timber, finished to match doors

## **Ironmongery**

- Cylinder mortice lockset to main entrance door, per architects choice, per sample
- Two lever mortice lockset to internal doors
- Single towel rail per bathroom.
- Toilet roll holder per toilet
- Bathroom cabinet with mirror over basin in bathrooms fixed to wall.

## **Joinery Fittings**

- Built-in cupboards where indicated, with white melamine interiors, with doors and edging as per sample, with shelves and hanging rails to joiner's design
- Kitchen units with white melamine interiors, with doors and edging as per sample, shelves to joiner's design
- Kitchen worktops to be Rustenberg or similar granite

## **Roof**

- Roof structure - to engineer's design
- Roof covering – corrugated steel roof sheeting and accessories with eco specified underlay, colour to architect's choice
- Fibre cement painted fascias where applicable.
- Aluminium gutters and PVC downpipes where applicable –colour per architects specification

### **Sanitaryware and Tapware**

- Single bowl stainless steel kitchen sink with sink mixer tap
- Washing machine point
- Close-coupled WC suite with top-flush cistern and heavy-duty plastic seat
- Wash hand basin with click waste outlet
- 1700mm Bath (no handles) with Nikki-spout, regular waste & plug, diverter mixer tap, shower arm with rose over bath
- 150 litre geyser, complete with energy saving device

### **Electrical installation**

- Light points as per architectural design.
- External light points to walkways as per architectural design
- Single & double plug points as per architectural design
- 1 x TV-point
- Complex to receive centralized fibre communication infrastructure
- Light fittings as per architect's choice

### **Appliances**

- Under-counter oven and hob

### **Sundries**

- Common area paving and surfacing per landscaper's design, planted areas to utilize waterwise plants.
- Electrified perimeter wall & fence with CCTV
- Gatehouse/refuse area
- Coin operated laundry facility
- Biometric access control at gatehouse
- Swimming pool and drying yards
- 1 Open parking bay per unit.
- Demarcated visitors parking bays

SHEET OF SHEETS		S.G. No. D
		Approved
		for Surveyor-General Date
SECTION NO.	FLOOR AREA (square metres)	PARTICIPATION QUOTA PERCENTAGE
1	48	1.0479
2	51	1.1133
3	48	1.0478
4	48	1.0478
5	51	1.1133
6	51	1.1133
7	48	1.0478
8	48	1.0478
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44	51	1.1133
45	48	1.0478
46	48	1.0478
Land Surveyor NA Clark geomatics africa P.O. Box 2245 Hermanus 7200 Date		<b>SOLARIS CREST</b> Drawing Title : Participation quota schedule Signed

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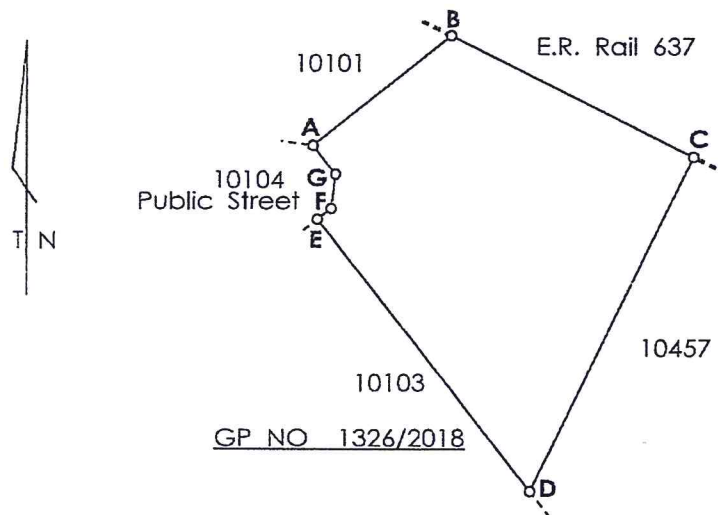
SHEET OF SHEETS		S.G. No. D
		Approved
		for Surveyor-General Date
SECTION NO.	FLOOR AREA (square metres)	PARTICIPATION QUOTA PERCENTAGE
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48	51	1.1133
49	48	1.0478
50	48	1.0478
51	51	1.1133
52	48	1.0478
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89	48	1.0478
90	48	1.0478
91	51	1.1133
92	51	1.1133
Land Surveyor NA Clark geomatics africa P.O. Box 2245 Hermanus 7200 Date		<b>SOLARIS CREST</b> Drawing Title : Participation quota schedule Signed

BV

SHEET OF SHEETS		S.G. No. D
		Approved
		for Surveyor-General Date
SECTION NO.	FLOOR AREA (square metres)	PARTICIPATION QUOTA PERCENTAGE
93	48	1.0478
TOTAL	4581	100.0000
Land Surveyor NA Clark geomatics africa P.O. Box 2245 Hermanus 7200 Date		<b>SOLARIS CREST</b> Drawing Title : Participation quota schedule Signed

BV

SIDES Metres		ANGLES OF DIRECTION	CO-ORDINATES Y System: WG19° X		S.G. No.
		Constants:		± 0,00    ± 0,00	Approved  for SURVEYOR- GENERAL
AB	54,11	231 47 20	A	+24 252,44 +3 764 234,70	
BC	83,50	296 12 20	B	+24 209,93 +3 764 201,23	
CD	114,48	26 12 20	C	+24 135,01 +3 764 238,10	
DE	106,16	141 50 50	D	+24 185,58 +3 764 340,81	
EF	5,40	231 50 50	E	+24 251,16 +3 764 257,33	
FG	10,60	187 26 00	F	+24 246,92 +3 764 253,99	
GA	11,17	141 50 50	G	+24 245,54 +3 764 243,48	



Scale 1:2000

The figure

A B C D E F G

represents

8750 square metres

of land being

**ERF 10458 (A PORTION OF ERF 10102) EERSTE RIVER**

Situate in the City of Cape Town  
Administrative District of Stellenbosch  
Province of Western Cape  
Surveyed in                      by me

**NA Clark**

Professional Land Surveyor  
Registration Number PLS1072

This diagram is annexed to	The original diagram is	File :
No.	S.G. No. :	S.R. :
d.d. :	Transfer	G.P.AHND-21(M1769)
i.f.o.	Grant :	AHND-213(M1754)
Registrar of Deeds		

BV

