

DE LA CASA

AGREEMENT OF SALE

ENTERED INTO BY AND BETWEEN:

PREAMBLE

SELLER: SIRENKO PROPRIETARY LIMITED
REGISTRATION NUMBER: 2009/020910/07
 (hereinafter referred to as “the Seller”)

PURCHASER:

Individual/s

	PURCHASER 1	PURCHASER 2 (if applicable)
Full names		
Identity number		
Income tax number		
Marital status		
Marital property regime		
Date of marriage		
Place of marriage		
Full names of spouse		
Identity number of spouse		
Income tax no. of spouse		
VAT number		
Work number		
Home number		
Cell number		
Email address		
Residential address		

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Postal address		
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AND/OR

Juristic Person (Company / Close Corporation / Trust)

Registered name	
Registration number	
Representative's name	
Representative's identity number	
Entity income tax number	
Entity VAT number	
Contact number	
Email address	
Physical address	
Postal address	

(hereinafter referred to as “the Purchaser”)

(hereinafter collectively referred to as “the parties”)

in respect of

Scheme Name	DE LA CASA
Section Number	

at a purchase price of

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Purchase Price (Vat inclusive)	R
Purchase Price in words	

1 INTERPRETATION

1.1 In this Agreement, unless inconsistent with the context:

1.1.1 **Agent** means IGrow Real Estate Proprietary Limited, Registration Number: 2017/469769/07, with address at Barinor's Vineyard North, Vineyards Office Estate, 99 Jip de Jager Drive, Durbanville, 7550, telephone number: 021 979 2501 and fax number: 021 979 2505;

1.1.2 **Agreement** means this agreement of sale together with annexures (each an "Annexure") hereto being:

- 1.1.2.1 draft sketch plans - Annexure "A";
- 1.1.2.2 building specifications - Annexure "B";
- 1.1.2.3 management and conduct rules – Annexure "C"; and
- 1.1.2.4 Site Development Plan (SDP) - Annexure "D";

1.1.3 **Body Corporate** means the body corporate as contemplated in section 36 of the STA and section 2(1) of the STSMA;

1.1.4 **Bond Attorney** means Hannes Gouws & Partners Inc, First Floor, Lobby 3, Brooklyn Forum Building, cnr Veale and Fehrse Streets, New Muckleneuk, 0181, tel: 012 321 1008, who will attend to the registration of the mortgage bond over the Property as contemplated in clause 18.1 below as well as the opening of the Register, the registration of the Certificates of Registered Sectional Title and all matters ancillary thereto;

1.1.5 **Bond Originator** has the same meaning as the meaning assigned to the Agent;

1.1.6 **Building** means the building or buildings comprising the Scheme to be constructed on Erf 2485 Glen Erasmia Extension 48, Registration Division I.R. Province of Gauteng;

1.1.7 **Common Property** means the land included in the Scheme, such parts of the Building which are not included in the Section and land referred to in section 26 of the STA and section 5(1)(d) of the STSMA;

1.1.8 **Completion Date** means the later of:

1.1.8.1 the date on which the Section is complete for beneficial occupation as certified by the Principal Agent, whose decision as to the date will be final and binding upon the parties;

and

1.1.8.2 the date on which a certificate of occupancy is issued in respect of the Property by the local authority;

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- 1.1.9 **Consumer Protection Act** means Act 68 of 2008;
- 1.1.10 **Defects** mean, depending on the context, the patent and/or latent defects as contemplated in this Agreement;
- 1.1.11 **Exclusive Use Area** means that part of the Common Property as indicated to the Purchaser and to be allocated to the Purchaser for his exclusive use and enjoyment as contemplated in section 10(7) of the STSMA;
- 1.1.12 **Independent Property Inspector** means SA Investor Rentals Proprietary Limited, Registration Number: 2014/186623/07, trading as IGrow Rentals whose representatives shall *inter alia* carry out inspections of all the sections in the Scheme and act as the liaison between the Purchaser and the Seller for the purposes as contemplated in this Agreement;
- 1.1.13 **Managing Agent** means the executive managing agent to be appointed by the Seller as contemplated in clause 12 below;
- 1.1.14 **Municipal Charges** means rates and taxes, imposts and other charges as may be levied by the local authority in respect of the Property with effect from the Transfer Date;
- 1.1.15 **NHBRC** means the National Home Builders Registration Council established in terms of the Housing Consumers Protection Measures Act 95 of 1998;
- 1.1.16 **Participation Quota** means, in relation to a section in the Scheme, the percentage determined in accordance with the provisions of section 32(1) or (2) of the STA in respect of that section for the purposes referred to in section 32(3) of the STA, and shown on the Sectional Plan in accordance with provisions 5(3)(g) of the STA;
- 1.1.17 **Principal Agent** means a qualified architect or senior architectural technologist or a member of The South African Council for the Architectural Profession to be appointed by the Seller;
- 1.1.18 **Property** means the Section in the Scheme as indicated above together with an undivided share in the Common Property in accordance with the Participation Quota as indicated on the Sectional Plan;
- 1.1.19 **Purchaser** means the Purchaser as indicated above;
- 1.1.20 **Purchase Price** means the VAT inclusive amount as indicated above;
- 1.1.21 **Register** means the sectional title register to be opened in respect of the land and Building comprising the Scheme in terms of the STA in the relevant deeds registry;
- 1.1.22 **Rules** mean the management and conduct rules approved by the chief ombud as contemplated in section 10(2) of the STSMA attached hereto as Annexure "C";
- 1.1.23 **SARS** means the South African Revenue Services;
- 1.1.24 **Scheme** means the sectional title scheme to be known as **DE LA CASA** to be developed on Erf 2485 Glen Erasmia Extension 48 Township, Registration Division I.R., Province of Gauteng as depicted on the Site Development Plan attached hereto as Annexure "D";
- 1.1.25 **Section** means the Section in the Scheme stated in the Preamble above as depicted on the architect's sketch plans attached hereto as Annexure "A" and to be indicated as such on the Sectional Plan;

- 1.1.26 **Sectional Plan** means the sectional plan approved or to be approved by the Surveyor-General and to be registered in the relevant deeds registry;
- 1.1.27 **Seller** means the Seller as indicated above;
- 1.1.28 **Signature Date** means the date on which this Agreement is signed by the latter of the Seller or the Purchaser;
- 1.1.29 **Specifications** mean the building specifications attached hereto as Annexure "B";
- 1.1.30 **STA** means the Sectional Titles Act 95 of 1986, as amended and include the Regulations issued under the said act;
- 1.1.31 **STSMA** means the Sectional Titles Schemes Management Act 8 of 2011, as amended and include the Regulations issued under the said act;
- 1.1.32 **Transfer Date** means the date on which the Property is registered in the name of the Purchaser in the relevant deeds registry;
- 1.1.33 **Transferring Attorney** means Van Rensburg Schoon Attorneys Inc, First Floor, Die Eike Building, 17 Long Street, corner Monument Road, Kempton Park, 1619, tel: 011 970 1203; and
- 1.1.34 **Trust Account** means the trust account of the Transferring Attorney held with Absa Bank Limited, account number: 4048090936, branch code: 632005.
- 1.2 Words and expressions defined in the STA and the STSMA will have the meanings as ascribed to them therein.
- 1.3 Words importing the singular will include the plural and vice versa and words importing the masculine gender will include the female gender and words importing persons shall include partnerships and body corporates and vice versa.
- 1.4 The head notes to the clauses of this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.5 The Purchaser's attention is drawn to the provisions of section 49 of the Consumer Protection Act ("section 49"). The Purchaser acknowledges:
 - 1.5.1 that the Agent has satisfactorily explained the effect and consequences of the provisions of section 49 in relation to this Agreement and the Property to him in detail; and
 - 1.5.2 that this Agreement contains certain terms and conditions which limit the risk or liability of the Seller, which constitute an assumption of risk and liability on the Purchaser's part, which impose an obligation on the Purchaser to indemnify the Seller and/or which constitute an acknowledgment of facts by the Purchaser.
- 1.6 The parties furthermore acknowledge that none of the terms of this Agreement, despite the express reference to the Consumer Protection Act, should be construed as an acknowledgement that the Consumer Protection Act applies to this transaction in circumstances where the same is not applicable to this transaction.
- 1.7 Reference to "days" shall be construed as calendar days unless qualified by the word "business day", which shall mean any day other than a Saturday, Sunday or public holiday gazetted by the Government of the Republic of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between 8.30am and 16.30pm on any business day. Any reference to time shall be based upon South African Standard Time.

- 1.8 Reference to any legislation in this Agreement will include legislation passed in substitution thereof.

2 ACKNOWLEDGEMENTS BY PURCHASER

The Purchaser acknowledges and declares:

- 2.1 that the meanings and consequences of the provisions of this Agreement have been satisfactorily explained to him by the Agent;
- 2.2 that he is fully aware that the Sectional Plan has not been prepared or approved as yet, as it can only be prepared once the construction of the Building has reached such an advanced state which allows the surveyor to prepare the Sectional Plan, and that the exact and final boundaries and area of the Section will be as indicated on the approved Sectional Plan;
- 2.3 that he shall not be entitled to cancel this Agreement or to any reduction in the Purchase Price by reason of any changes to the number of the Section necessary to be effected by the surveyor during the drafting of the Sectional Plan and the Purchaser undertakes to accept transfer of the Property as re-numbered on the approved Sectional Plan;
- 2.4 that he is fully aware that the Sectional Plan will be registered and the Register will be opened in the relevant deeds registry as soon as it is reasonably possible after the Completion Date and that transfer of the Property shall preferably take place simultaneously with or as soon as possible after the opening of the Register;
- 2.5 that the Seller is a registered home builder for the construction of the Building as contemplated in section 10 of the Housing Consumers Protection Measures Act 95 of 1998;
- 2.6 that the investing of any funds by the Transferring Attorney in terms of section 86(4) of the Legal Practice Act 28 of 2014 ("the Legal Practice Act") is subject to the provisions of section 86(5)(b) thereof, which provides that 5% of the interest accrued on funds so invested must be paid to the Legal Practitioners' Fidelity Fund; and
- 2.7 that he is fully aware that home owners' and property owners' associations (collectively hereinafter referred to as "the Associations") have properly and legally been constituted in respect of the Township known as Glen Erasmia Extension 48 ("the Estate") in which the Scheme will be developed as more fully set out in clause 28 below.

3 SALE

The Seller hereby sells to the Purchaser who hereby purchases from the Seller the Property as depicted on Annexure "A". Since the Purchaser is purchasing the Property from the draft sketch plans attached hereto as Annexure "A", provision is made as follows in the event that the extent of the Section as depicted on Annexure "A" differs from the actual measured extent as per the Sectional Plan to be approved by the Surveyor-General:

- 3.1 in the event of a deviation in the said extent in excess of 5%, but less than 8%, a proportionate increase or decrease in the Purchase Price will be effected, which is hereby accepted by the parties;
- 3.2 in the event of a deviation of less than 5%, such deviation is hereby accepted by the Purchaser and the Purchase Price will remain the same;
- 3.3 in the event of a deviation of more than 8%, this Agreement will lapse at the option of either party if either party so elects in writing within a period of 10 (ten) days after the deviation has been communicated in writing to the Purchaser in which event the Purchaser will be entitled to a refund of all amounts as contemplated in clause 24 below.

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4 PURCHASE PRICE

- 4.1 The Purchase Price payable by the Purchaser to the Seller on the Transfer Date is the amount stated above, which amount is inclusive of Value Added Tax ("VAT") at the applicable rate from time to time.
- 4.2 The Purchaser shall pay the Purchase Price to the Seller as follows:
- 4.2.1 if the Purchaser does not require mortgage finance as contemplated in clause 18 below, be paid into the Trust Account within 5 (five) business days of being requested to do so by the Transferring Attorney, which amount shall be invested by the Transferring Attorney for the credit of the Purchaser in an interest-bearing account as contemplated in section 86(4) of the Legal Practice Act until the Transfer Date, alternatively and at the option of the Purchaser the Purchase Price shall be secured by the delivery of a bank guarantee acceptable to the Seller made payable on the Transfer Date within 5 (five) business days of request by the Transferring Attorney; and
- 4.2.2 if the Purchaser requires mortgage finance as contemplated in clause 18 below, be secured by the delivery of bank guarantees acceptable to the Seller made payable on the Transfer Date within 14 (fourteen) days after fulfilment of the suspensive condition contemplated in clause 18 below or by a combination of cash and guarantees.
- 4.3 The Purchaser confirms that this Agreement constitutes the Purchaser's written consent and instruction to the Transferring Attorney to invest any funds paid by the Purchaser in lieu of the Purchase Price into the Trust Account in terms of section 86(4) of the Legal Practice Act, but further confirms that he is aware that the Transferring Attorney may require a separate authorisation to be signed by the Purchaser to invest the funds as such and undertake to furnish the Transferring Attorney on request with such authorisation together with such documentation under the Financial Intelligence Centre Act 38 of 2001 ("FICA") or other documentation as the Transferring Attorney may require. Interest earned on funds so invested will, subject to the provisions of section 86(5)(b) of the Legal Practice Act, accrue to the Purchaser and be paid to him on the Transfer Date after deduction of the investment fee due to the Transferring Attorney.
- 4.4 All the monies payable by the Purchaser in terms of this Agreement which remains unpaid on the due date shall bear interest at the rate of 5% (five percent) per annum above the prime lending rate of The Standard Bank of South Africa from time to time and shall be calculated from the due date to the date of payment.
- 4.5 All payments to be effected hereunder shall be effected by the Purchaser to the Transferring Attorney without set-off or deduction and free of exchange.

5 TRANSFER AND BOND REGISTRATION

- 5.1 Transfer of the Property shall be passed by the Transferring Attorney to the Purchaser as soon as is reasonably possible after the Completion Date, provided that the Purchaser has complied in full with all his contractual obligations in terms of this Agreement. The Purchaser in this regard warrants that it shall on request of the Transferring Attorney, the Agent, financial institution or bank contemplated in clause 18 below furnish the said attorneys, agent, financial institution or bank with all documents of whatsoever nature which they may require.
- 5.2 Registration of the mortgage bond over the Property as contemplated in clause 18.1 below will be attended to by the Bond Attorney and the Purchaser in this regard warrants that it shall on request of the Bond Attorney furnish the said attorneys with all information and documents of whatsoever nature which they may require.

6 POSSESSION AND OCCUPATION

- 6.1 The Purchaser will take occupation of the Property on the Transfer Date, from which date all risk in and benefit to the Property will pass to the Purchaser and from which date the Purchaser shall be liable for payment of the levies as contemplated in the STSMA and the Regulations issued in terms thereof, the levies payable to the Associations as well as the Municipal Charges.

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- 6.2 Notwithstanding the provisions of clause 6.1 above, the Purchaser may take occupation of the Property prior to the Transfer Date, provided that:
- 6.2.1 the Seller or its agent has consented in writing that the Purchaser may take such prior occupation, which consent may only be given after the Completion Date;
- 6.2.2 the Purchaser may not take occupation of the Property unless the full Purchase Price has been paid or secured as contemplated above and the Purchaser has signed all documents of whatsoever nature on request of the Transferring Attorney and the bond registration attorney (if applicable); and
- 6.2.3 occupational interest shall be payable by the Purchaser in the amount of R9,000.00 (Nine Thousand Rand) per month, which amount is payable to the Trust Account monthly in advance on or before the first business day of every month, which occupational interest includes monthly Body Corporate levies and municipal rates, but excludes electricity and water consumption charges for all of which the Purchaser shall be liable for payment from the occupation date.
- 6.3 It is anticipated that the Property will be ready for occupation on

Anticipated occupation date	1 MARCH 2023
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("the specified date"). If, however, the Seller is of the opinion that, for whatever reason, the Property will not be sufficiently complete for beneficial occupation by the specified date, then the specified date shall automatically be extended by 6 months ("the extended date").

- 6.4 If the Property is not sufficiently complete for beneficial occupation by the extended date as provided for in clause 6.3 above, the Purchaser shall have the right, on written notice to the Seller, to immediately terminate this Agreement, provided that such notice is received by the Seller not later than 14 (fourteen) days after the extended date in which event the Purchaser will be entitled to a refund of all amounts as contemplated in clause 24 below. The Purchaser records that he shall have no further claim of whatsoever nature or howsoever arising against the Seller for failing for any reason to give possession and occupation of the Property to the Purchaser timeously.
- 6.5 The Purchaser acknowledges:
- 6.5.1 that on the Transfer Date any improvements to be effected on the Common Property and/or the Building may still be incomplete and that the Purchaser or his occupiers may as a result thereof suffer inconvenience from building operations such as noise and dust resulting therefrom; and
- 6.5.2 that the Purchaser will have no claim of whatsoever nature against the Seller by reason of any such inconvenience, provided that such inconvenience is not caused by the intentional or grossly negligent act/s of the Seller or its agent/s or its employee/s.

7 DEFECTS LISTS

- 7.1 The Purchaser or his duly appointed representative shall upon completion of the Section (which is anticipated to be a date prior to the Completion Date) at the request of the Seller or the Agent inspect the Section and submit in writing a list of patent (visible) Defects in respect to the Section ("snag list") to the Independent Property Inspector. The Seller will on receipt of such snag list instruct its contractors to remedy such Defects at its costs to the reasonable satisfaction of the Purchaser or his representative.
- 7.2 Once the patent Defects have been remedied to the reasonable satisfaction of the Purchaser, the Purchaser or his representative shall upon request from the Seller, Agent or the Transferring Attorney sign a letter of satisfaction ("happy letter") which, in the event that the Purchaser has obtained mortgage finance, has to be substantially in accordance with the mortgagee's requirements.

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- 7.3** After the Completion Date, the Purchaser will have a further 14 (fourteen) days to submit a further list of any patent Defects which could not necessarily be listed prior to the Completion Date. Should such list of patent Defects not be received by the Independent Property Inspector within 14 (fourteen) days of the Completion Date, the Purchaser will be deemed to have accepted the Property in a fit and proper condition and the Seller will be indemnified and released from any further responsibility to remedy any such patent Defects.
- 7.4** In the event of a dispute arising as to whether the patent Defects were duly brought to the attention of the Seller or whether the remedying of the patent Defects have been undertaken to the reasonable satisfaction of the Purchaser, the decision of the Principal Agent will be final and binding on the parties after both parties have been requested to submit written submissions.
- 7.5** The Purchaser accepts the appointment of the Independent Property Inspector to act as the exclusive liaison between the Purchaser and the Seller and undertakes not to contact the Seller directly.
- 7.6** The Purchaser undertakes to give access to the Seller and its contractors after the Completion Date to enable the Seller and its contractors to attend to the remedying of the patent Defects indicated in any of the above Defect lists. In the event that the Seller or its contractors are on at least 3 (three) occasions unsuccessful to get access to the Section within a period of 30 (thirty) days from date on which the Seller first notifies the Purchaser that access is required for the purposes contemplated in this clause, the parties agree that it will be deemed that the Purchaser does not require any such items to be remedied any longer, that the Purchaser is satisfied with the condition of the Section and that the Purchaser has released the Seller and its contractors from any obligations with regard to the repair of any patent Defects.
- 7.7** Any patent Defect arising within any of the periods referred to in clause 8 below which may be regarded as a material or an urgent defect and which may cause damage to the Section or to the Scheme if not attended to immediately, will have to be reported in writing to the Independent Property Inspector immediately if detected during business hours. If it is detected outside of business hours, the Purchaser or his representative will take reasonable steps to limit any damage which may be caused by such Defect until the Independent Property Inspector responds to the reported Defect.

8 LATENT DEFECTS AND SELLER'S WARRANTY

- 8.1** Latent Defects (defects not visible at the Completion Date) must be reported in writing to the Independent Property Inspector by the Purchaser or his representative within a period of 90 (ninety) days from the Completion Date, after which the Seller or its contractors will remedy such Defects at its costs within a period of 90 (ninety) days after receipt of such report.
- 8.2** In the event that the Purchaser fails to notify the Independent Property Inspector as contemplated in clause 8.1 above, the Purchaser will have no claim of whatsoever nature against the Seller for the remedying of such latent Defects.
- 8.3** Furthermore, notwithstanding anything previously provided, the Seller will under no circumstances be responsible for damage and/or loss caused by wear and tear, misuse, neglect, negligence, abuse or accidental damages caused by the Purchaser, his representative or his tenant and/or in the event of the late reporting of any Defect causing further damage.
- 8.4** The Purchaser acknowledges that it will be the responsibility of the Independent Property Inspector to convey all Defects reported by the Purchaser or his representative to the Seller and to facilitate communication insofar as required to give effect to clause 7 above and this clause 8.

- 8.5 The Purchaser will accept transfer of the Property subject to all conditions and servitudes benefiting or burdening the Property, including such conditions and servitudes already in existence and all such conditions and servitudes as may be imposed by any competent authority or by the Seller. The Purchaser acknowledges having made himself fully acquainted with the Section, its nature, location and extent, the draft sketch plans attached hereto as Annexure "A", the building specifications attached hereto as Annexure "B".
- 8.6 The Seller will ensure that its contractors comply with all applicable building regulations and conditions and that a Standard Home Builders Warranty be issued in accordance with legislation and the rules and practice of the National Home Builders Registration Council relating to the improvements on the Property. **In the event that any portion of the Section has to be repainted due to a defect being reported, only that portion affected by the defect will be repainted.**
- 8.7 The Purchaser will be furnished with a copy of the electrical compliance certificate as required in terms of the Occupational Health and Safety Act 85 of 1993, a copy of the certificate of occupancy and a copy of the NHBRC enrolment certificate pertaining to the Property.
- 8.8 The Seller will ensure that its contractors warrant the entire Section in respect of major structural defects for a period of 5 (five) years and roof leakage for a period of 1 (one) year from the Completion Date in the event that the Defect is due to non-compliance with technical building standards.
- 8.9 Save as specifically set out in this Agreement, the Purchaser acknowledges that the Seller or the Agent has made no representations and given no warranties in respect of the Property, the Building or in respect of anything relating thereto other than as provided in this clause 8.

9 UNDERTAKING BY THE SELLER

The Seller undertakes that it will instruct its contractors to construct the Section substantially in accordance with the draft sketch plans attached hereto as Annexure "A".

10 CONDITIONS APPLICABLE PENDING TRANSFER

- 10.1 Should the Purchaser take occupation of the Property prior to the Transfer Date, the following provisions shall apply in addition to the provisions of clause 6.2:
- 10.1.1 the Purchaser shall permit any person authorized in writing by the Seller or its agent/s or its employee/s at all reasonable hours on notice, except in the case of emergency (when no notice shall be required), to enter the Section and the Common Property for the purposes of inspecting, maintaining and repairing it, or for the purposes of ensuring that the provisions of the STA, the STSMA, the Rules and any other legislation are being observed;
- 10.1.2 the provisions of any legislation and local authority bylaws and regulations insofar as the same cast any duty upon the Purchaser or occupier of a property, shall bind the Purchaser and be enforceable by the Seller as if the Register has been opened;
- 10.1.3 the Purchaser may not make any alterations or additions to the Section;
- 10.1.4 the Purchaser will maintain the interior of the Section;
- 10.1.5 the Purchaser will not sell, let or in any manner dispose of or part with (whether temporarily or otherwise) the Property or his rights of occupation thereof before the Transfer Date, except with the written consent of the Seller, which consent will not unreasonably be withheld; and
- 10.1.6 the Purchaser will not appoint or engage any estate agent or other person to market, advertise and/or sell the Property other than the Agent.

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10.2 The Seller shall pending the opening of the Register and the establishment of the Body Corporate:

- 10.2.1 insure the Building and all improvements in or upon the Property for the full replacement value thereof against such risks as the Seller may decide;
- 10.2.2 maintain the Common Property and keep it in a state of good and serviceable repair and in a neat, tidy and sanitary condition; and
- 10.2.3 administer the Property and the Common Property and make all payments in respect of rates, taxes and other imposts, electricity and water consumed upon the Common Property and all other charges in connection with the Property and the Building.

11 LEVIES

11.1 The bona fide estimate of the monthly levy payable to the Body Corporate, pending the final determination thereof, is

Estimated monthly levy	R _____
Estimated monthly levy in words	_____

11.2 The bona fide estimate of the total monthly levies payable to the Associations, pending the final determination thereof, is

Estimated total monthly levies	R _____
Estimated total monthly levies in words	_____

12 MANAGING AGENT

The Seller will be entitled to appoint the first Managing Agent, which appointment shall be valid and binding on the Body Corporate for a period of 1 (one) year after the date of the first annual general meeting of the Body Corporate. Insofar as it may be necessary, the Purchaser hereby grants the Seller the irrevocable power to make such appointment.

13 DEFAULT

13.1 Subject to the provisions of clauses 13.5, 13.6, 16 and 18 below, if either party commits a breach of the terms and conditions of this Agreement or fails to comply with any of the provisions hereof, then the aggrieved party will be entitled to give the defaulting party 5 (five) business days' written notice, (unless the transaction has already been lodged at the relevant deeds registry, in which event the notice period will be reduced to 48 (forty eight) hours)) to remedy such breach, failing which the aggrieved party may, without prejudice to any other rights or remedies he may have in law:

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13.1.1 cancel this Agreement and claim damages; or

13.1.2 claim specific performance of the terms and conditions of this Agreement.

13.2 Notwithstanding the provisions of clause 13.1 above, the parties specifically agree that the Purchaser shall forfeit all monies paid to him to the Transferring Attorney in the event that this Agreement is cancelled due to a breach by the Purchaser of the terms and conditions of this Agreement.

13.3 Should either party dispute the other party's cancellation of this Agreement, then pending the determination of the dispute, the Purchaser will be obliged to continue with the payment of all amounts payable by him in terms of this Agreement on the due date thereof and the Seller will be entitled to recover and accept those payments without prejudice to any of the Seller's rights in terms of this Agreement.

13.4 Upon cancellation of this Agreement by either party, the Purchaser and all persons who occupy the Property with his consent, will vacate the Property within 24 (twenty four) hours of such cancellation and will return the Property to the Seller in the same good order and condition as it was handed over at the Completion Date.

13.5

In the event that the Purchaser causes an unjustified delay in the registration of the Property and/or the registration of the bond, which delay results in the relevant documents not being lodged for registration in the relevant deeds registry at the time of the lodging of the application for the opening of the Register and the registration of the Sectional Plan, the Seller will have the right, without prejudice to any other right or remedy he may have in law (including but not limited to the right to claim damages) to either immediately cancel this Agreement or to claim specific performance of the terms and provisions of this Agreement. In the event that the Seller claims specific performance, the Purchaser shall in addition to the monthly levies payable to the Body Corporate and the Associations as contemplated in clause 11 above and the monthly occupational interest contemplated in clause 6.2.3 above, also be liable for the payment of an amount of R10 000,00 (Ten Thousand Rand) per month from the date on which the documents pertaining to the opening of the Register and the registration of the Sectional Plan could have been lodged in the relevant deeds registry until the actual date of lodgement thereof.

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13.6 Notwithstanding anything stated to the contrary herein, the Purchaser shall be entitled to cancel this Agreement by written notice to the Seller if the Seller fails to pass transfer of the Property into the name of the Purchaser within a period of 30 (thirty) months from the Signature Date, in which event the Purchaser shall be entitled to a refund of all amounts as contemplated in clause 24 below.

14 JURISDICTION

The Purchaser consents in terms of the Magistrates' Court Act 32 of 1944 to the jurisdiction of any court having jurisdiction in terms of sections 28 and 29 of the said act in any action instituted by the Seller arising out of this Agreement, provided that the Seller will at all times be entitled to institute any action arising out of this Agreement against the Purchaser in any High Court of competent jurisdiction.

15 COSTS

15.1

The Seller shall be liable to pay the fees and disbursements of the Transferring Attorney and the bond registration attorney. However, should the financial institution which approves the Purchaser's loan application on its own accord or at the request of the Purchaser appoint an attorney other than the Transferring Attorney to attend to the registration of the bond, the Purchaser shall be liable for the payment of the bond registration costs to such attorney.

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15.2

Notwithstanding the provisions of clause 15.1 above, the Purchaser will be liable for the payment of all fees and disbursements incurred or to be incurred by the Transferring Attorney and the Bond Attorney in the signing of the transfer and/or bond documents with any correspondent attorney.

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15.3

Notwithstanding the provisions of clause 15.1 above, the Purchaser will be liable for the payment of the costs relating to the issue of the insurance certificate in respect of the Property, as well as the initiation fees and/or valuation fees levied by the financial institution who approves his loan application in the event that the same is not debited against the home loan account with the said institution on the Transfer Date.

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16 TAX AFFAIRS

The Purchaser declares that his personal income tax and/or VAT affairs are in order and any resultant delay in the transfer of the Property in the name of the Purchaser, if this appears not to be the case, will be a material breach of this Agreement which will entitle the Seller to the immediate cancellation of this Agreement.

17 NOTICES AND DOMICILIA

- 17.1 Each of the parties chooses as his *domicilium citandi et executandi* ("domicilium") for the purposes of giving of any notice or the serving of any process and for any other purpose arising from this Agreement their respective physical addresses as stated above.
- 17.2 Each of the parties will be entitled from time to time, by written notice to the other party to change his domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.
- 17.3 Any notice given by a party to the other ("the recipient") which:
- 17.3.1 is delivered by hand during business hours will be presumed to have been received by the recipient at the time of delivery, until the contrary is proved by the recipient; or
 - 17.3.2 is posted by prepaid registered post from an address within the Republic of South Africa, will be presumed to have been received by the recipient on the fourth business day after the date of posting; or
 - 17.3.3 is sent by email will be deemed to have been received by the recipient on the first business day after the date it was sent.
- 17.4 Where in terms of this Agreement any communications are required to be in writing the term writing will include communications by email.

18 MORTGAGE BOND AND BOND ORIGINATOR

18.1

This Agreement is subject to the suspensive condition that the Purchaser obtains a loan to be secured by the registration of a mortgage bond over the Property or over another property registered in the name of the Purchaser from a recognised bank or other financial institution for the Purchase Price , or such other amount as may be acceptable to the Purchaser, within a period of 21 (twenty one) days from the Signature Date; provided, however, that the said 21 day period shall automatically be extended with a further 21 day period if the loan is not approved within the first mentioned 21 day period. In the event of such loan not being granted within the periods prescribed herein, this Agreement shall automatically lapse in which event neither party shall have any claim of whatsoever nature against the other, safe for the Purchaser who shall be entitled to a refund of all amounts as contemplated in clause 24 below. The date on which a quotation in terms of section 92 of the National Credit Act 34 of 2005 is issued will constitute the date of fulfilment of this suspensive condition, irrespective of the conditions contained therein.

THIS CLAUSE MUST BE DELETED IF
THE PURCHASER DOES NOT
REQUIRE MORTGAGE FINANCE

- 18.2 Subject to clause 18.3 below, the Purchaser is not allowed to apply for the loan contemplated in clause 18.1 above other than through the Bond Originator.
- 18.3 Should the Agent consent to the Purchaser applying on his own or through originators or his personal banker for the abovementioned loan, the Purchaser shall effect payment of an amount of R10 000,00 (Ten Thousand Rand) inclusive of VAT to the Transferring Attorney prior to the Transfer Date, which amount will be paid by the Transferring Attorney to the Bond Originator on the Transfer Date. The Agent shall advise the Transferring Attorney and Purchaser accordingly and the Purchaser shall effect payment to the Trust Account.
- 18.4 The Purchaser hereby authorises the Bond Originator to lodge the abovementioned loan application on his behalf and to sign on his behalf all such documentation as may be required by the bank or other financial institution.
- 18.5 The Purchaser undertakes to provide, on request of the Bond Originator all financial and other information required by the bank or other financial institution within a period of 5 (five) days from the date on which the Bond Originator requests him to do so.
- 18.6 In the event that the Purchaser's loan application is approved as per clause 18.1 above and the bond is withdrawn prior to the Transfer Date by the bank or other financial institution, whether upon the instructions of the Purchaser or otherwise, the Purchaser records that he is aware that this Agreement has become unconditional when such loan was granted and that he will in such event be in breach of the terms and conditions of this Agreement should guarantees for the balance of the Purchase Price not be furnished or payment of the balance of the Purchase Price not be effected into the Trust Account within 14 (fourteen) days from the date that the bond is so withdrawn.

19 VARIATIONS OF SPECIFICATIONS AND PROPERTY

- 19.1 The Building will be built substantially in accordance with the draft sketch plans annexed hereto as Annexure "A" and the building specifications attached hereto as Annexure "B", provided that the Seller shall be entitled to substitute items of a similar standard and quality for any specified item. The Purchaser acknowledges that no request for any variations to the Section and or the building specifications will be entertained. Moreover, the Seller shall be entitled to vary the plans for the Building and/or the Property, should the Seller consider the same reasonably necessary for technical or aesthetic reasons.

Initial_____

- 19.2 If any dispute should arise between the parties regarding the changes effected by the Seller as contemplated in clause 19.1 above, the decision of the Seller's Principal Agent will be final and binding as to whether or not there has been substantial compliance by the Seller of its obligations after the Principal Agent has requested written submissions from both the Purchaser and the Seller. Should the dispute be determined in favour of the Purchaser, then the Purchaser shall be entitled to cancel this Agreement and shall be entitled to a refund of the all amounts as contemplated in clause 24 below.

20 **NO INTERFERENCE**

The Purchaser will not in any way interfere with, or give instructions to any of the Seller's agents, employees, contractors or subcontractors. The Purchaser will not be allowed to enter the Section unless the prior written consent of the Seller is first had and obtained, in which event the Purchaser must be accompanied by the Independent Property Inspector or his representative.

21 **OFFER**

The Purchaser's signature to this document constitutes an offer to the Seller, which offer will be deemed to be irrevocable for a period of 30 (thirty) days from such signature.

22 **RESOLUTIVE CONDITION**

- 22.1 The Purchaser acknowledges that the economic viability of the development of the Scheme depends largely on the response by the purchasing public to the advertising campaign launched by the Seller and/or the Agent in respect of the development. In the event that the Seller is of the opinion that the development will not be financially viable or if the Seller has not managed to successfully sell a sufficient number of units in the Scheme, the Seller may give notice of the termination of this Agreement, in which event this Agreement shall immediately terminate and be null and void and the Purchaser shall be entitled to a refund of the all amounts contemplated in clause 24 below.
- 22.2 With reference to clause 22.1 above, the notice to the Purchaser will be given by the Transferring Attorney by way of email or any other form of electronic message.

23 **AGENT'S COMMISSION AND PAYMENT OF COMMISSION PRIOR TO THE TRANSFER DATE**

The parties warrant that the Agent was the effective cause of this Agreement and that no other person or estate agent introduced the Purchaser to the Property or the Purchaser to the Seller, and the Seller shall be liable to effect payment of the Agent's commission in such amount as agreed to between the Seller and the Agent.

24 **REFUND TO THE PURCHASER**

- 24.1 The Purchaser shall be entitled to a refund of all amounts paid in lieu of the Purchase Price should this Agreement:
- 24.1.1 lapse as contemplated in clauses 3.3 and 18.1 above; or
 - 24.1.2 terminate as contemplated in clauses 6.4 and 22.1 above; or
 - 24.1.3 be cancelled due to a breach of this Agreement by the Seller; or
 - 24.1.4 be cancelled as contemplated in clauses 13.6 and 19.2 above.
- 24.2 The Transferring Attorney shall refund to the Purchaser's nominated bank account such amounts as remain in trust with the Transferring Attorney after deduction of a portion of the interest accrued as contemplated in clause 2.6 above and the Transferring Attorney's investment fee as contemplated in clause 4.3 above.

25 RENTAL MANAGEMENT

- 25.1 Subject to the terms and conditions of this clause 25, the Seller hereby consents that the Property may be let to a suitable tenant with effect from the Completion Date if the Purchaser does not intend occupying the Property himself.
- 25.2 The Purchaser hereby appoints the Independent Property Inspector as its sole and exclusive agent to procure and place tenants in the Property and act as his rental agent for a period of 3 (three) years from the Completion Date on the terms and conditions of the Independent Property Inspector's standard rental management agreement from time to time.

26 COMPANY / CLOSE CORPORATION / TRUST

In the event of the Purchaser being a Company, Close Corporation or a Trust, or any person acting in a representative capacity, the person signing this Agreement on behalf of the Purchaser shall be deemed to have bound himself/herself/themselves as surety(ies) and co-principal debtor(s) for all the obligations of the Purchaser (and, if applicable, jointly and severally with any other persons signing this Agreement on behalf of the Purchaser), such surety(ies) hereby renouncing the benefits of excussion and division the effect of which he/she/they acknowledge himself/ herself/ themselves to be aware.

27 DIRECT MARKETING AND COOLING OFF

- 27.1 In terms of section 16 of the Consumer Protection Act, if this Agreement has been entered into as a result of direct marketing, meaning that the Purchaser was directly or indirectly approached either in person or by mail or electronic communication by the Seller or the Agent for the purpose of promoting or offering to supply, in the ordinary course of business, the sale of the Property hereby sold, the Purchaser would have been entitled to cancel this Agreement without reason or penalty by written notice within 5 (five) days after the Signature Date, or within 5 (five) business days after delivery of the Property.
- 27.2 The Seller is therefore not prepared to enter into any agreement with the Purchaser if such agreement would have resulted from such direct marketing. The Purchaser therefore warrants that this transaction is not entered into as a result of such direct marketing conducted by the Seller and the Seller enters into this Agreement relying entirely upon such warranty.
- 27.3 If after delivery of the Property, the Purchaser is successful in cancelling this Agreement by relying upon the right of cancellation flowing from the direct marketing provisions of the Consumer Protection Act, the Purchaser shall be liable for damages suffered by the Seller as a result thereof on the basis of the Purchaser's breach of this warranty.

28 PROPERTY OWNERS' ASSOCIATION AND HOME OWNERS' ASSOCIATION

- 28.1 In respect of **SWALLOW HILLS PROPERTY OWNERS ASSOCIATION NPC, Registration Number: 2018/397483/08** ("the Property Owners Association"):
- 28.1.1 The Purchaser acknowledges that it is the aim of the township owner, namely TRANS-ACHT PROPRIETARY LIMITED, Registration Number: 2000/019093/07 ("the Township Owner") to achieve a high standard of development within the Estate. The Purchaser acknowledges that the Township Owner has established the Property Owners Association, whose members will all be registered owners of property in the Estate and accordingly, the provisions of the Memorandum of Incorporation, the Rules and Regulations Architecture and Landscape Design Code and the Owners & Builders Code of Conduct, shall pertain to the Property and be binding on the Purchaser thereof.

- 28.1.2 The objectives of the Property Owners Association are contained in the Memorandum of that Company. In order to enable the Property Owners Association to fulfill the functions for which it was established, the Purchaser hereby acknowledges that by signature of this Agreement, he shall be deemed to have applied for membership of the Property Owners Association, in which temporary membership will be granted to the Purchaser on acceptance of this Agreement by the Seller. Permanent membership will be granted automatically on registration of transfer into the name of the Purchaser. Only permanent members shall have the right to vote at meetings of the Property Owners Association. The Purchaser acknowledges that he will be obliged to honour and obey the Memorandum of Incorporation, the Architecture and Landscape Design Code, Owners & Builders Code of Conduct and the Rules and Regulations of the Property Owners Association as resolved from time to time, and specifically agrees that, after the Purchaser has entered into a binding agreement of sale with the Seller, all rights and obligations pertaining to both Seller and Purchaser in respect of the Property Owners Association shall pertain to the parties, and the Purchaser shall be deemed to be a member of the Property Owners Association for these purposes, notwithstanding the fact that transfer has not yet been taken by the Purchaser.
- 28.1.3 The Purchaser acknowledges that the Estate will be developed as a high security and gated residential estate. The Estate may include, amongst other, parks and other open spaces. The Estate will encompass security fencing, controlled access, and other security measures designed to promote and ensure the safety of occupants. Controlling access into and from the Estate, access security stands, public open spaces and roads will be vested in the Property Owners Association, after proclamation of the Township. In this regard, the levies determined by the Property Owners Association from time to time will include, amongst other, the amounts required to maintain all of these aforementioned aspects relating to the Estate. The Purchaser agrees to abide by and pay the levies determined by the Property Owners Association from time to time, in its sole and absolute discretion.
- 28.1.4 The Purchaser hereby agrees as follows:
- 28.1.4.1 to abide by and adhere to the Memorandum of Incorporation and the Rules and Regulations, Owners & Builders Code of Conduct and the Architecture and Landscape Design Code approved by the Property Owners Association, from time to time;
 - 28.1.4.2 to pay the amounts levied by the Property Owners Association in terms of the Memorandum of Incorporation, from time to time. The levy shall become payable on a date determined by the Property Owners Association, which shall not be earlier than the Transfer Date;
 - 28.1.4.3 to perform all the obligations laid out in the Memorandum of Incorporation, the Rules and Regulations, Owners & Builders Code of Conduct and the Architecture and Landscape Design Code. Should the Property Owners Association request the Purchaser at any time to rectify any breach, the Purchaser acknowledges that the Property Owners Association will be entitled to rectify such breach on the Purchaser's behalf and claim such costs incurred in respect thereof from the Purchaser and also to issue any fine as the Property Owners Association may deem proper in any circumstances which costs and/or fine will be paid by the Purchaser within 7 (seven) days of being notified thereof;
 - 28.1.4.4 to sign a copy of the aforementioned Memorandum of Incorporation and the Rules and Regulations together with the Architecture and Landscape Design Code and Owners & Builders Code of Conduct as acceptance of the terms and conditions contained therein, simultaneously with the signature of the necessary transfer documentation.
- 28.1.5 The Seller shall be entitled to procure that in addition to all other conditions of title referred to above, the following conditions of title be inserted in the Deed of Transfer in terms of which the Purchaser takes title to the Property:

Initial_____

- 28.1.5.1 Every owner of the Erf, or any interest therein, or any unit as defined in terms of the Sectional Titles Act, shall become and remain a Member of the Property Owners Association and be subject to its constitution until he/she ceases to be an owner as aforesaid. Neither the erf, any interest therein, nor shall any unit thereon be transferred to any person who has not bound himself to the satisfaction of such association to become a member of the Property Owners Association.
- 28.1.5.2 The owner of the Erf, or any interest therein, or any unit as defined in the Sectional Titles Act shall not be entitled to transfer such erf, interest therein or unit thereon without a Clearance Certificate from the Property Owners Association stating that the provisions of this agreement, the Memorandum of Incorporation, Rules and Regulations, Owners & Builders Code of Conduct and Architecture and Landscape Design Code have all been complied with.
- 28.1.5.3 The term "Property Owners Association" in the aforesaid conditions of title shall mean SWALLOW HILLS PROPERTY OWNERS ASSOCIATION NPC, Registration Number: 2018/397483/08.
- 28.1.5.4 The owner of the Erf or any successors in title is obliged to commence building operations of the main dwelling and outbuildings within 24 (twenty four) months from the date of first registration of the stand and to complete such construction within 12 (twelve) months after commencing building operations.
- 28.1.5.5 The owner of the Erf or any successor in title undertakes to at all times comply with the Memorandum of Incorporation, the Rules and Regulations, Owners & Builders Code of Conduct and Architecture and Landscape Design Code laid down by the Property Owners Association from time to time.
- 28.1.6 It is recorded that an Annual General Meeting of the Property Owners Association will be held within a reasonable time after the registration of Transfers of erven in the Estate have commenced. At such Annual General Meeting the first Directors representing registered owners will be elected. It is however specifically recorded that until such Annual General Meeting has been held the Township Owner will be entitled and obliged to exercise all the rights and duties conferred upon the Trustees of the Property Owners Association. The Purchaser therefore acknowledges to be fully acquainted with the rights and duties imposed in terms of the Memorandum and Articles of Association of the Property Owners Association and in particular the powers of the Directors to approve Designs and Building plans of any buildings to be erected on the property in terms of the Architecture and Landscape Design Code.
- 28.1.7 The Purchaser:
- 28.1.7.1 hereby irrevocably authorises the Township Owner to do all such things as may be necessary to enroll him as a member of the Property Owners Association with effect from the Transfer Date; and
- 28.1.7.2 shall remain as a member until he ceases to be the owner of the Property.
- 28.1.8 It is specifically agreed that the Township Owner shall not pay levies in respect of unsold or unregistered stands, nor shall private open spaces, parks, Access Security Stands or roads be levied.
- 28.1.9 The Purchaser or any successor in title shall not be allowed to subdivide the Property.
- 28.1.10 The Purchaser or any successor in title shall be allowed to consolidate properties, on the conditions that:

Initial_____

- 28.1.10.1 the approvals of the Property Owners Association and the appropriate authorities are obtained;
 - 28.1.10.2 the full levy calculated from time to time is paid on each of such property; and
 - 28.1.10.3 all conditions relating to building periods will be applicable (and time periods will be calculated) from the date of transfer of the first of such properties.
- 28.1.11 In the event that the Purchaser wishes to resell or let his property, the Purchaser must comply with the Rules and Regulations pertaining to such resale, which includes, inter alia, that:
- 28.1.11.1 the Purchaser will not be entitled to sell the Property prior to registration of transfer. The Seller shall be under no obligation, nor be approached, to enter into any form of tripartite agreement;
 - 28.1.11.2 undeveloped property may only be sold through Erasmus Boulevard Properties Close Corporation, while the Township Owner still has proclaimed or unproclaimed stands to be sold;
 - 28.1.11.3 a property on the Estate for which an occupancy certificate has been issued by the local authority may be sold through the agent of an estate agency accredited by the Property Owners Association, or be sold personally by the Purchaser;
 - 28.1.11.4 the Purchaser shall not be entitled to display any "for sale" or "to let" signs without the prior written consent of the Township Owner and the Property Owners Association;
 - 28.1.11.5 in order to ensure that any tenants of any dwelling on the Estate is made aware of and complies with the rules it is agreed that any lease in respect of the Property shall be reduced to writing, signed by the parties and shall comply with the Rules of the Property Owners Association (which shall include, but shall in no way be limited to, an explanation of the rules and an undertaking by the lessee to comply with same);
 - 28.1.11.6 a FICA compliant lease agreement must be submitted to the Property Owners Association;
 - 28.1.11.7 the lease agreement must make provision that the Property Owners Association will be entitled to cancel the lease agreement should the tenant after a request to do so fail to comply with the rules of the Property Owners Association; and
 - 28.1.11.8 the Purchaser confirms that the Township Owner and the Property Owners Association will be entitled to obtain Police clearances of both the Purchaser and any future tenant. Should the clearance not be to the satisfaction of the Property Owners Association the agreement of sale or lease will be cancelled.
- 28.1.12 The Purchaser acknowledges that the Property may not be resold by the Purchaser without all the obligations contained in this Agreement having been complied with by the Purchaser before being sold and all such obligations being transferred to the new Purchaser of the property. On the sale of the property the Purchaser undertakes to deliver to the Property Owners Association a copy of the agreement of sale in order for the Property Owners Association to establish that all the obligations of the Purchaser have been taken over by the new Purchaser of the property.
- 28.1.13 The Property Owners Association will not be obliged to issue a clearance certificate as contemplated in clause 28.1.5.2 unless the Purchaser has complied with the terms and conditions thereof.
- 28.1.14 The Purchaser acknowledges that the Property Owners Association will be responsible for the maintenance of all roads and streetlights in the Estate.

- 28.1.15 The Purchaser acknowledges that during the development period:
- 28.1.15.1 the fiber network provider appointed by the Township Owner will install and own the fiber network in the Estate.
 - 28.1.15.2 during this time ("the development period") the Township Owner will be entitled to limit the service providers to one (1) or more to deliver internet service to the Estate. After the development period the fiber network will be an open access network.
 - 28.1.15.3 the above condition in 28.1.15.1 can only be waived by the Township Owner before the end of the development period.
 - 28.1.15.4 The Township Owner will be entitled to develop the Estate in phases. The Township Owner will be entitled to erect and demolish walls and electric fences and take all other actions which it may deem necessary in order to extend the boundaries of the Estate to include neighbouring properties.
 - 28.1.15.5 The Township Owner will only be obliged to develop and hand over to the Property Owners Association the common property areas including parks, offices, walkways and community facilities after 70% (seventy per cent) of the Estate has been sold from the Township Owner.

28.2 In respect of **RIVERFIELDS MANAGEMENT ASSOCIATION (RF) NPC, Registration Number: 2014/173516/08** ("the Home Owners Association"):

- 28.2.1 The Purchaser acknowledges that he is required upon registration of the Property into his name, to be a member of the Home Owners Association and agrees to conduct himself in accordance with and shall be bound by the Memorandum and Articles of Association of the Home Owners Association and any rules and regulations issued by the Home Owners Association from time to time.
- 28.2.2 The Purchaser acknowledges that he is aware of the fact that:
- 28.2.2.1 he will be responsible to pay his pro rata share of all the costs, which will be the levy;
 - 28.2.2.2 he will be liable, from the Transfer Date or the date of occupation, whichever is the earlier, for the payment of all contributions of the fund to be established by the Home Owners Association in respect of his proportionate share, pro rata to the number of stands, any amounts payable in respect of all rates and taxes, local levies, electricity and water accounts, sanitary fees, rubbish removal fees, imposts, insurance premiums and any other contributions and shall thereafter make payment direct to the local authority if so required.
- 28.2.3 The Home Owners Association shall be entitled to procure that in addition to all other conditions of title referred to above, the following conditions of title be inserted in the Deed of Transfer in terms of which the Purchaser takes title to the Property:
- 28.2.3.1 Every owner of the erf, or any interest therein, or of any unit thereon as defined in the Sectional Titles Act, shall become and shall remain a Member of the Riverfields Management Association and be subject to its constitution until he ceases to be an owner as aforesaid. Neither the erf, nor any subdivision thereof, nor any interest therein, nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of such association to become a member of the Home Owners Association.

- 28.2.3.2 The owner of the erf or any person who has an interest therein or the owner of a unit thereon as defined in the Sectional Titles Act, shall not be entitled to transfer the erf or any subdivision thereof or any interest therein or any unit thereon without a clearance certificate from the Riverfields Management Association that the provisions of the Articles of Association of the Home Owners Association have been complied.

29 GENERAL

- 29.1 This Agreement is the sole agreement between the parties hereto and no amendment, variation or consensual cancellation hereof will be valid unless such amendment, variation or consensual cancellation has been reduced to writing and signed by the parties or their duly authorised representatives hereto.
- 29.2 No extension of time or indulgence granted by either party to the other deemed in any way to affect, prejudice or derogate from the rights of such party in any respect under this Agreement, nor will 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 when called upon to do so by the Transferring Attorney and the bond registration attorney to forthwith sign all required documents in order to effect the registration of the transfer of the Property and/or the mortgage bond and to furnish all documents which may be required in order to comply with the requirements of FICA.
- 29.4 If there is more than one Purchaser in terms of this Agreement, the liability of each of the Purchasers will be joint and several.
- 29.5 Save as otherwise agreed to in this Agreement, the Purchaser will not be relieved of any of his obligations under this Agreement or be entitled to any reduction of the purchase price or any other amount due in terms hereof in the event that the Seller fails to obtain, or delay in obtaining, any approval of whatsoever nature which may be required for the development to be completed from any governmental authority or if the opening of the Register is delayed for whatever reason.
- 29.6 This agreement may be executed in counterparts, which shall together constitute one agreement. Any party may enter into this agreement by signing any such counterpart.
- 29.7 The Purchaser acknowledges by his signature hereto that the Seller has provided sufficient time and opportunity for the Purchaser to receive and comprehend the nature and effect of the provisions of this Agreement and to obtain independent legal advice.

30. PROTECTION OF PERSONAL INFORMATION ACT NO 4 OF 2013 (POPIA)

The Agent/Agencies, the Transferring Attorney and the Bond Attorney involved in this sale is required to collect and process the personal information of the parties herein to give effect to any of the parties' rights and obligations that flow from this Agreement. The parties agree that their personal information may be processed by the Agent/Agencies, the Transferring Attorney and the Bond Attorney and further shared with any professional parties involved in the transaction, including but not limited to conveyancing attorneys, bond attorneys, bond cancellation attorneys, banks, mortgage originators and/or their business partners and municipalities or otherwise required by law. The Agent/Agencies, the Transferring Attorney and the Bond Attorney will process the personal information of the parties for the duration of the transaction as may be required and will retain the personal information as required by law. The parties herein also hereby agree to their information being retained on the Agency's/Agencies' and conveyancing attorney's data bases for future marketing purposes until the parties advise them otherwise in writing.

DATED AT _____ ON THIS _____ DAY OF _____ 20__

WITNESSES:

1. _____

PURCHASER 1

2. _____

PURCHASER 2

DATED AT _____ ON THIS _____ DAY OF _____ 20__

WITNESSES:

1. _____

SELLER

2. _____

DATED AT _____ ON THIS _____ DAY OF _____ 20__

WITNESSES:

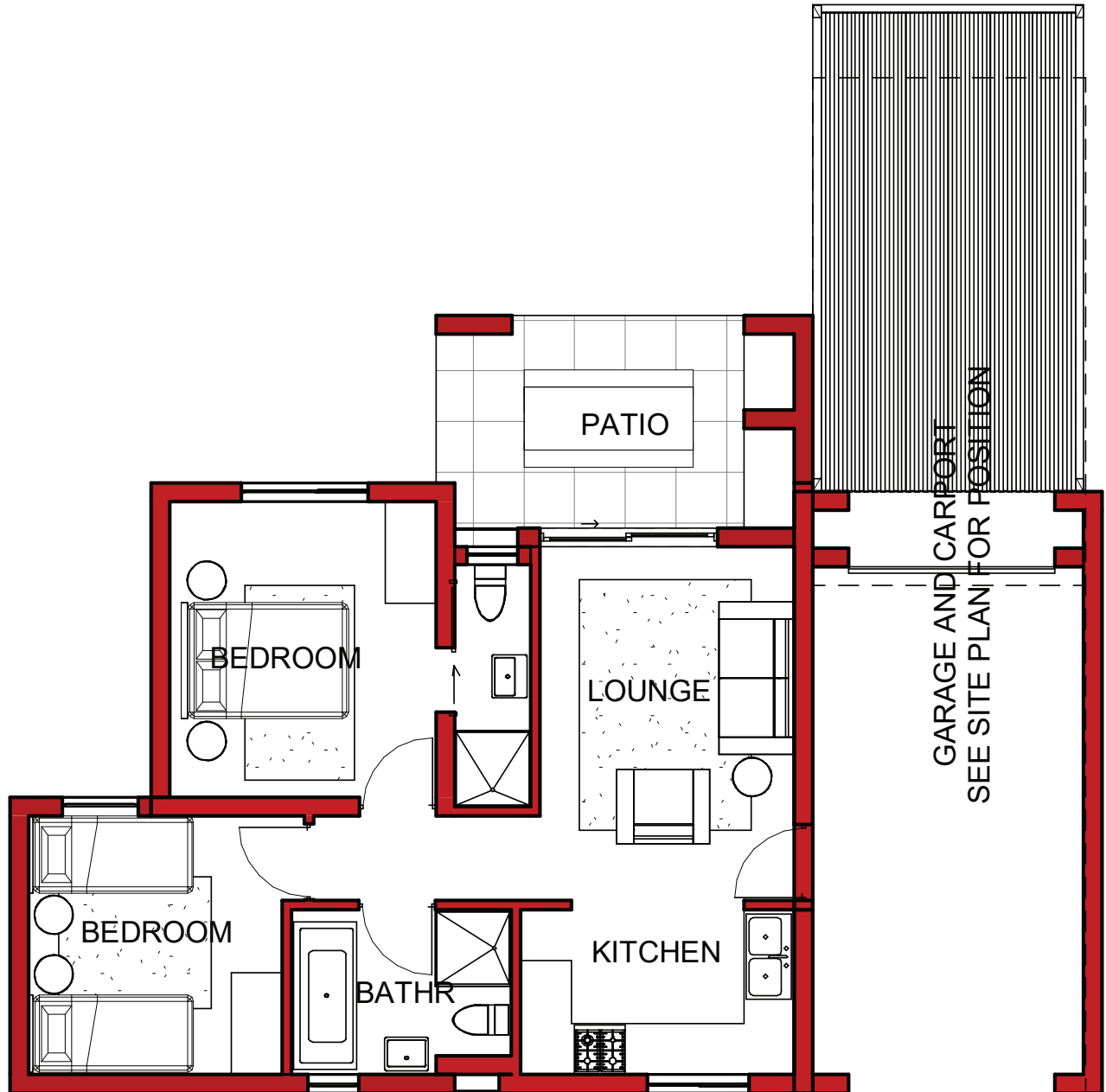
1. _____

AGENT

2. _____

The Agent by signature hereto accepts the benefits and obligations (if any) imposed in terms of this Agreement.

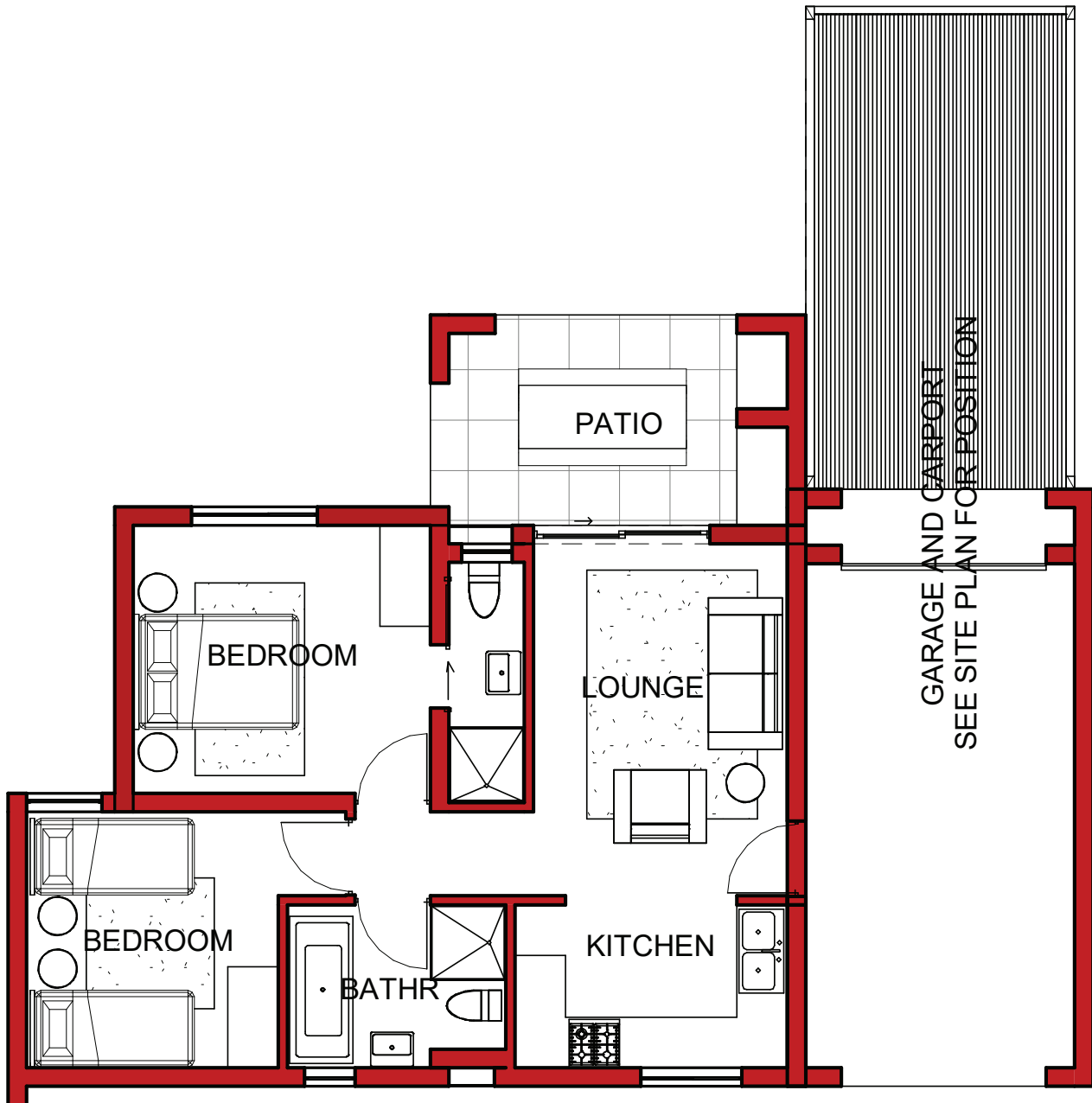
Initial _____



Unit Area: 114m²

UNIT TYPE 2

Initial _____



Unit Area: 114m²

UNIT TYPE 2B

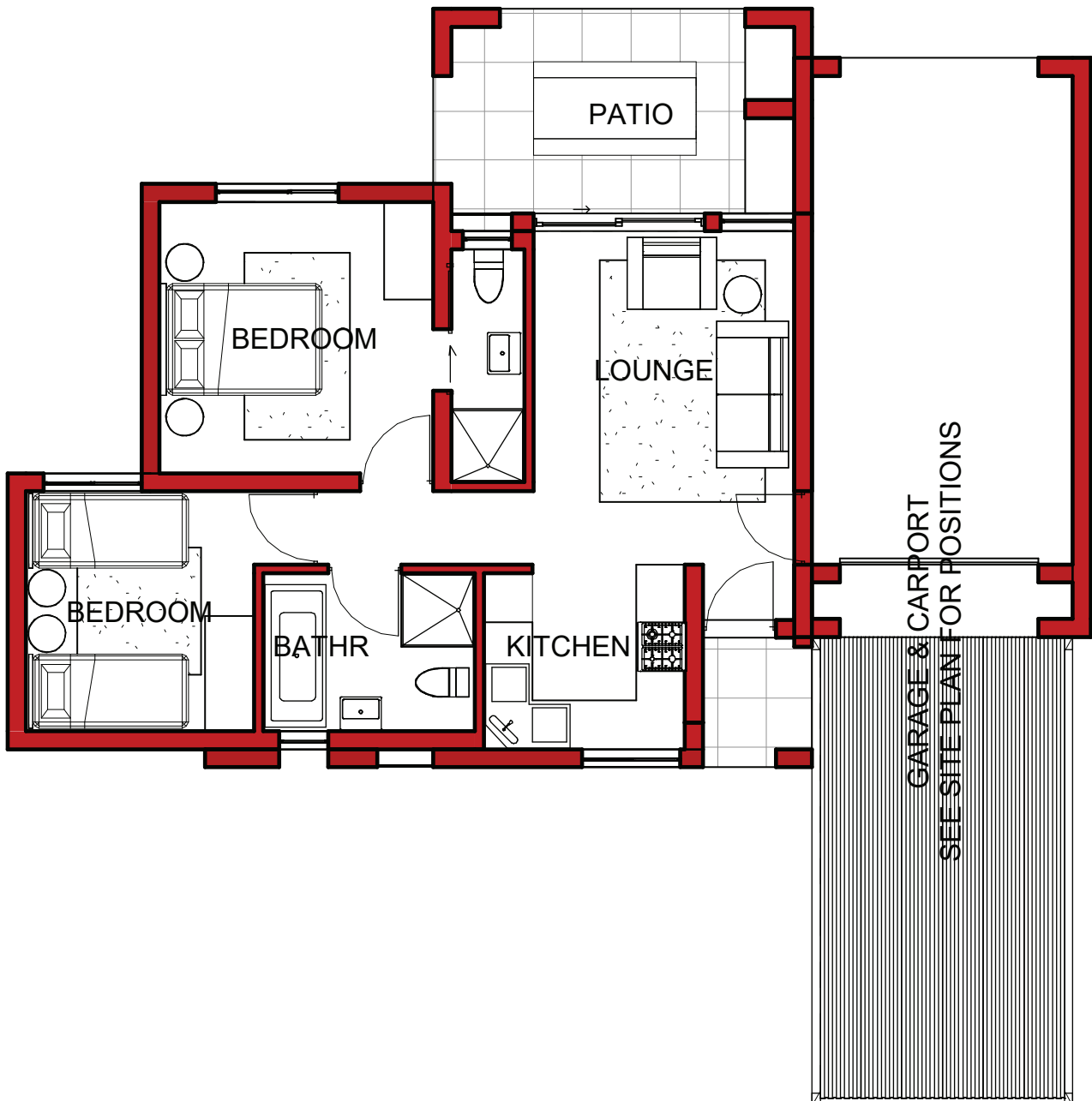
Initial _____



Unit Area: 115m²

UNIT TYPE 3

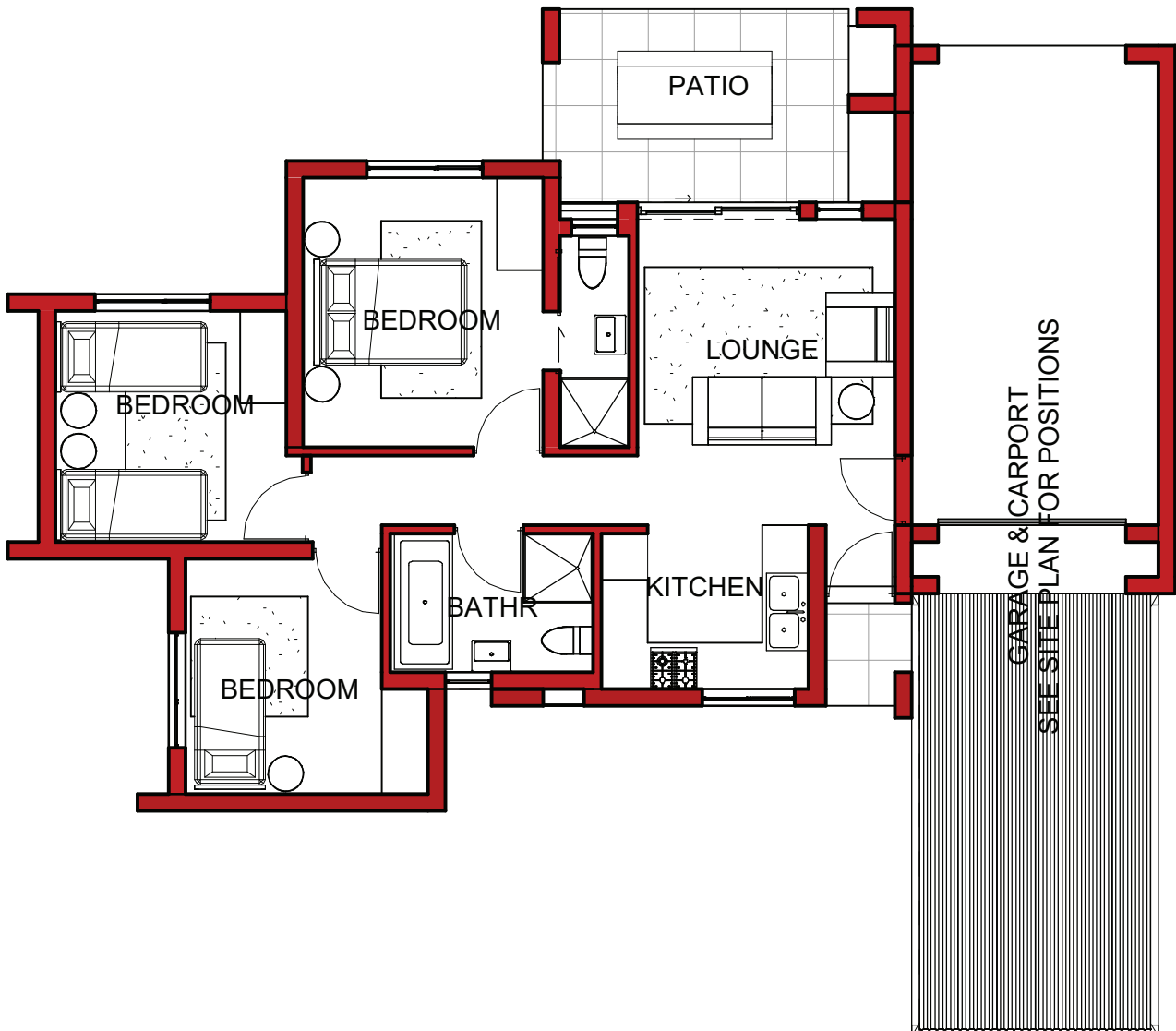
Initial _____



Unit Area: 115m²

UNIT TYPE 3B

Initial _____



Unit Area: 128m²

UNIT TYPE 4

Initial _____

de la Casa

ANNEXURE B Specifications



by

SIRENKO

FINISHING SCHEDULE

1. FOUNDATIONS

1.1. Concrete foundations as per structural engineer design and specifications or as otherwise specified by structural engineer due to specific ground conditions.

2. WALLS AND STRUCTURE

2.1. 7 Mpa Cement stock bricks.

2.2. External walls: Cement masonry walls to be painted in grey colour scheme. Chimney walls to be plastered & painted.

2.3. Internal walls: Interior walls to be plastered & painted

2.4. Brick force will be used.

2.5. Concrete beams will be done to engineer's specification.

2.6. Lintels will be used over door and window openings to engineer's specification.

Initial _____

3. ROOFS

- 3.1. Pitched roofs and flat roofs will be used.
- 3.2. Trusses will consist of lightweight steel or timber trusses acc. to engineer's specifications.
- 3.3. Trusses will be covered by ceiling.
- 3.4. All roofs to be s-rib sheet metal or similar approved to the discretion of the Developer. Colour : Dark dolphin.
- 3.5. Waterproofing will be used where necessary according to the Developers specification.

4. FLOOR FINISHES

- 4.1. Tile 600mm x 600mm ceramic tiles in kitchen, lounge, passage, patio, bathrooms and bedrooms.
- 4.2. Colour: natural colours to grey colour scheme.

5. WALL TILING

- 5.1. Kitchen: White Ceramic tiles above stove & sink to underside of Cupboard - 450mm high above worktops.
- 5.2. Bathroom: Ceramic tiles in shower from floor to ceiling height, 300mm splash back at basin and bath fully tiled at the front with 300mm splash back.
- 5.3 Colour: natural colours to grey colour scheme.

Initial_____

6.CEILING

- 6.1 Rhino ceiling board plaster and painted white - One undercoat and two coats acrylic paint.
- 6.2 Rhino cornice will be provided, painted white - One undercoat and two coats PEM 600 acrylic paint.

6. WINDOWS

- 6.1. Aluminium window frames - colour: white.
- 6.2. Obscure glass in bathroom windows.
- 6.3. Clear float glass to other windows.
- 7.4 Safety glass to be installed for all Glazed sliding doors and all glazing below 500mm AFFL.
- 7.5. Built-in window sills with waterproofing.

7. DOORS AND FRAMES

- 5.4 Internal doors: Hollow core doors painted, size 813x 2032mm high doors, or similar approved to the discretion of the Developer. Colour: natural colours to grey colour scheme.
- 7.1. Wooden door frames painted to match colour of door as according to developer and Architects discretion.
- 7.1.1. Lockset: Ironmongery 3 lever latch lock and deadbolt 57mm backset, 57mm centre. Finishing: Stainless steel
- 7.1.2. Door handle: 16mm Diameter lever handle on plate or similar approved to the discretion of the Developer. Finishing: Stainless steel
- 5.5 External doors: Wooden doors painted, size 813 x 2032mm high doors, or similar approved to the discretion of the Developer. Wooden door frames for all external doors. Colour: natural colours to grey colour scheme.
- 8.3 Stoep doors: Aluminium glazed sliding door with Safety glass. Colour: white. Push bolt to be installed on all glazed aluminium sliding doors. Specification to the discretion of the Developer.

Initial_____

8. CURTAIN TRACKS

8.1. White single track to bathroom and kitchen windows or similar approved to the discretion of the Developer.

8.2. White double track to be fitted to bedroom windows and sliding doors.

8.2.1. All installations according to the discretion of the Developer.

8.2.2. Client can fit own rails at own cost - no credit will be provided.

8.2.2.1. Own installation can only be done after registration.

9. BUILT IN CUPBOARDS

9.1. Kitchen layout - According per plan or similar approved to the discretion of the Developer.

9.1.1. Top cupboards to be provided

10. 1.2 First Bedroom - One BIC of 1,8 m x 2.3m

10. 1.3 Second Bedroom - One BIC's of 1.8m x 2.3m

10.1.4 Third Bedroom - One BIC's of 1.8m x 2.3m

10.1.5 All cupboards standard colour melamine finished with edging.

Initial_____

11. KITCHEN FITTINGS

11.1. Drop-in Double bowl sink.

11.2. Hans Grohe Sink mixer

11.3. QUARTZ or similar approved as per developer's discretion. Top: 16mm with 50mm overhang - or similar approved as per developer's discretion.

11.4.1. Built-in oven 4 plate Hob Side Control or similar approved to the discretion of the Developer.

11.4.2. Extractor fan provided according to specialist.

12. PLUMBING

12.1. 1x Coldwater inlet and 1 x waste outlet for washing machine.

12.2. White Ceramic closed coupled WC's with matching cistern.

12.3. White Ceramic WHB in bathroom with pedestal.

12.4. Sanitaryware - Basins - Pedestals - White.

12.5. Glass shower door with frame - White Pivot Shower Door 900mm. Built in shower, no tray- or similar approved as per developer's discretion.

12.6. Toilet roll holder and single towel rail provided per bathroom. Finish: Stainless steel.

12.7. Hans Grohe hand wash basin mixer: Basin Mixers Taps or similar approved as per developer's discretion. Finish: Stainless steel.

12.8. Hans Grohe mixer shower: Concealed Diverter Mixers. Finish: Stainless steel.

12.9. Shower arm, waste trap & head. Shower arm, Shower Traps and Wastes, Traps & Overflows or similar approved according to developer's choice.
Finish: Stainless steel.

12.10. White Bath: 1.8m external measurement hard plastic bath to be built in acc. to developer's specifications.

12.11 Bath filler and waste stopper: Bath Fillers - Wastes, Traps & Overflows. Pop-up Waste - Wastes, Traps & Overflows. Unslotted bath waste, 40mm or similar approved according to developer's choice.

Initial_____

13. ELECTRICAL INSTALLATION

13.1 1 x geyser connection

13.2 1 x stove connection

13.3 Single phase supply

13.4 One flush mounted white aluminium ceiling light and fitting per room

13.5 One TV connection point per unit in lounge area

13.6 Plug points

13.6.1. 2 x Double plug for appliances in kitchen (fridge & washing machine)

13.6.2. 1 x Double plug above worktop

13.6.3. 1 x Double plug in lounge

13.6.4. 1 x Double plug in every room excl. bathroom

13.6.5 1x DSTV Point

13.6.6 Conduit provided for Telkom/Fibre installation. Should we make use of fibre it will be a complete installation and owner will only be liable for the activation fee which will be determined at a later stage.

14 STOEP

14.1 Braai will be provided.

Initial _____

15. EXTERNAL WORK

15.1. Cement paving bricks used for all driveways.

15.1.1. All levels, dimensions, depths of excavation, height of plinths, number of steps to be determined on site by developer.

15.1.2. Each owner to control pests, ants etc. after occupation.

15.2. Cement paving bricks to be used for parking spaces.

16 GENERAL WORKS

16.1. Colour and availability of finishing items may vary, but if need be, will be substituted with similar product of equal standard unless otherwise communicated.

16.2 A structural engineer will sign off on all foundations and beams.

16.3 Certificates from electrical, plumbing, roofing and glass will be issued upon completion of the property.

16.4 Snag list/ fault listing will be issued by client for attention and rectification within the timeframe as per the offer to purchase.

16.5 Parking bays/ carports as per site plan.

16.6 Washing lines as per site plan.

16.7 Guard house as per site plan.

16.8 Entrance gate as per site plan.

16.9 Refuse area as per site plan.

16.10. Perimeter wall and fencing as per site plan – Electrified.

16.11. Landscaped gardens as per developer' discretion and local authorities' approval.

Initial _____

MANAGEMENT AND CONDUCT RULES

ANNEXURE C

I/We _____ acknowledge hereby receipt of the **MANAGEMENT AND CONDUCT RULES** and the **SWALLOW HILLS HOME OWNERS ASSOCIATION RULES AND REGULATIONS** and that I/we have read and understand the content thereof.

Signature/s

Initial _____

ANNEXURE D

ANTON BUBT - Pr Arch Reg Nr. 24891745

GENERAL NOTES:
ALL MATERIALS AND CONSTRUCTION METHODS TO COMPLY WITH THE NATIONAL BUILDING REGULATIONS ACT 1910 OF TONGA
BILLS 19490, ALL REVISINS AND ALL APPLICABLE BYLAWS OF THE CONCERNED LOCAL AUTHORITY
ALL DIMENSIONS TO BE VERIFIED ON SITE AND NO DRAWING IS TO BE SCALED, ANY DISCREPANCIES OR CONTRADICTIONS MUST IMMEDIATELY BE POINTED OUT TO THE ARCHITECT FOR ANY CORRECTION OR EXPLANATIONS BEFORE ANY CONSTRUCTION PROCESS

Project Description / Projek Beskrywing

Erf 2485, Swallow Hills
Glen Erasmia Extension 48
Kempton Park, Ekurhuleni

Description / Beskrivning

SITE PLAN - UNIT POSITIONS

SITE10

Revision / Wyszlig

Date / Datum	
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Drawn / Geteken	
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Scale / Skala

6/15/2021
5:30:21 PM

Anton Smit

As

Checker	
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

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Indicated

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FINISHING NOTES:

ROOFS	All roofs will be Steel Roof Sheathing, colour: Dark Delphin.
WALLS	All walls will be painted in shades of grey.
WINDOWS	All windows will be aluminium, colour: Dark channel.
EXTERNAL FRONT DOOR	All external front doors will be Merantiip (similar) doors treated with natural wood stain.
GARAGE DOOR	All garage doors will be Merantiip (similar) doors treated with natural wood stain.
CARPORTS	All carports will be Steel Roof Sheathing, colour: Dark Delphin. The sheeting will be concealed behind a light steel structure.
ERF BOUNDARY WALL	All erf boundary walls will be plaster and painted, Colour: Light grey.
INTERNAL SCREEN	All internal screen wall will consist of masonry plaster and painted

						
UNIT TYPE:	TYPE 1	TYPE 2	TYPE 2B	TYPE 3	TYPE 3B	TYPE 4
BEDROOMS:	2	2	2	2	2	3
GARAGES:	2	1	1	1	2	1
CARPORTS:	0	1	1	1	1	1
UNIT ONLY SIZE:	91m2	60m2	60m2	91m2	91m2	74m2
PATIO ONLY SIZE:	12m2	11m2	11m2	11m2	11m2	11m2
GARAGE ONLY SIZE:	47m2	25m2	25m2	25m2	25m2	25m2
CARPORT ONLY SIZE:	0m2	18m2	18m2	18m2	18m2	18m2
TOTAL:	160m2	114m2	114m2	115m2	115m2	128m2
STAND SIZE:	UNIT 1 : 261m2	UNIT 3 : 190m2 UNIT 11 : 408m2 UNIT 12 : 183m2 UNIT 15 : 210m2 UNIT 16 : 188m2 UNIT 20 : 169m2 UNIT 22 : 257m2 UNIT 27 : 292m2 UNIT 28 : 178m2 UNIT 30 : 172m2	UNIT 2 : 190m2 UNIT 4 : 210m2 UNIT 13 : 215m2 UNIT 18 : 188m2 UNIT 19 : 188m2 UNIT 26 : 202m2 UNIT 29 : 176m2	UNIT 5 : 202m2 UNIT 7 : 203m2 UNIT 9 : 203m2 UNIT 14 : 213m2 UNIT 24 : 187m2	UNIT 6 : 194m2 UNIT 8 : 195m2 UNIT 10 : 185m2 UNIT 17 : 217m2 UNIT 23 : 186m2 UNIT 25 : 186m2	UNIT 18 : 335m2 UNIT 31 : 260m2
NUMBER OF UNITS:	1	10	7	5		

NUMBER OF UNITS:

1

19

N

843

16/

Is SOUND

■ SITE LAYOUT - UNIT PLACING

SCALE
1 : 200

Initial

Initial