

# **Phase 2 & 3**

# **AGREEMENT OF SALE OF A SECTIONAL TITLE UNIT**

The SELLER sells the Unit (as herein defined) to the PURCHASER, who hereby purchases the Unit on the terms and conditions upon acceptance of this Agreement by the SELLER, set out in the Schedule of Particulars and Standard Terms and Conditions hereunder.

UNIT Number:
PURCHASER 1:
Individual; Company; Close Corporation; Trust; Other (Delete those not applicable) if Other – please describe.
PURCHASER 2: (if applicable)
Individual; Company; Close Corporation; Trust; Other (Delete those not applicable) if Other – please describe.

# **SCHEDULE OF PARTICULARS**

# **SELLER**

Full Name/s: RZT ZELPY 4444 PROPRIETARY LIMITED

Registration number:- 2005/031405/07

Herein represented by:- Michael Seeger

Email:- michael@ssigroup.co.za

Domicilium address:- Suite J6, Hingham Field, 79 Boeing road east, Bedfordview,

Germiston, 2007

Contact number:- **011 454 6995** 

hereinafter referred to as the ("SELLER")

AND

	<u>PURCHASER</u>	
Full Name/s and	Surname:	
Identity / Registr	ation Number:	
Marital Status: (i	f applicable)	
How married:	Unmarried In Community of Property Out of Community of Property Foreign Laws Traditional/Trial	
Contact Name:		
Contact Number	/s:	
Work:		
Cell:		
Email:		
Email (2):		
Income Tax Regi	stration Number:	
Domicilium Addr	ess:	
Employer:		
Gross Monthly Ir	ncome:	

SEC	OND PURCHASER (if applicable	<u>e)</u>
Full Name/s and	Surname:	
Identity / Registr	ration Number:	
Marital Status: (i	f applicable)	
How married:	Unmarried In Community of Property	
	Out of Community of Property Foreign Laws Traditional/Trial	
Contact Name:		
Contact Number	/s:	
Work:		
Cell:		
Email:		
Email (2):		
Income Tax Regi	stration Number:	
Domicilium Addr	ess:	
Occupation:		
Employer:		
Gross Monthly Ir	ncome:	

(hereinafter collectively referred to as the "PURCHASER")

# IN RESPECT OF THE FOLLOWING UNIT:

Unit Number:	WATERFALL MANOR Sectional Title Scheme to be constructed on				
Portion 211 of the Farm Allandale No. 10 (to	be known as Umthombo Extension 45 Township) and Portion 245 (a				
portion of portion 4) of the Farm Allandale No. 10 (to be known as Umthombo Extension 44 Township), which					
properties will be notarially tied to each other	er				
Carport Numbers:					

# **STANDARD TERMS AND CONDITIONS**

# 1. PURCHASE AND SALE

The SELLER hereby sells to the PURCHASER, who hereby purchases, the Unit for the Purchase Price and on the terms and conditions set out in this Agreement. The Unit, subject to the terms hereof, shall be constructed in accordance with the Scheme Layout Plan (Annexure "A") and the Floor Plan (Annexure "B") together with the Building Specifications and Schedule of Finishes (Annexure "C"), and the PURCHASER acknowledges that these may vary depending on supply or architect's instructions. The Unit is sold subject to the conditions and servitudes applicable thereto, whether contained or referred to in or endorsed against the Title Deeds.

# 2. INTERPRETATION

In this Agreement unless inconsistent with or otherwise indicated by the context the following words and expressions shall have the meanings assigned to them hereunder:

2.1	"Act"	means the Sectional Titles Act, 1986 (as amended) and	all
		regulations thereunder;	

- 2.2 "Agent" means:- SSI MARKETING
  Contact number/s:- Hendri Swart 0829550308;
- 2.3 "Agreement" means this agreement and all annexures A, B, C, D, E hereto;
- 2.4 "Body Corporate"

  means the legal entity which will be made up of all the owners in the Sectional Title Scheme to be known as WATERFALL

  MANOR that will be opened on Portion 211 of the Farm

  Allandale No. 10 (to be known as Umthombo Extension 45

  Township) and Portion 245 (a portion of portion 4) of the Farm

  Allandale No. 10 (to be known as Umthombo Extension 44

  Township), which properties will be notarially tied to each other in

the Deeds Office. All owners of the Units in the Development are automatically members of the Body Corporate and will be liable for payment of a Monthly Levy to the Body Corporate. Each and every member of the Body Corporate is further automatically bound by the Rules of the Body Corporate;

# 2.5 "Bond Originator"

means:- Betterbond

Represented by:- Lynette Van Reenen

with its chosen domicilium at:- Wiltinel Building 1st Floor, Cnr

**Kingfisher & Duiker Street, Sunward Park** 

Contact number/s:- 011 896 5230

# 2.6 "Builder"

means **SMITH AND SEEGER INVESTMENTS CC, registration number 2003/084792/23**, who is duly registered as a Building Contractor with the National Home Builders Registration Council ("NHBRC");

# 2.7 "Building/s"

means the Buildings and all improvements to be erected on the Land in accordance with the Scheme Layout Plan (Annexure A) and the Floor Plan (Annexure B) applicable to each Unit in the Scheme;

# 2.8 "Conveyancer"

# means VICTOR AND PARTNERS INC

Unit 10, 2<sup>nd</sup> Floor Highcliff Office Park, Cnr Wilhelmina Avenue, Christiaan De Wet Road, Constantia Kloof, Roodepoort, 1724 Tel: (011) 831-0000;

# 2.9 "Conveyancer Trust Banking Details"

# means VICTOR AND PARTNERS TRUST ACCOUNT:-

Bank: Nedbank Cresta Account No: 1286102022 ACB: 128605

Ref: [unit#] WATERFALL MANOR;

It is noted that the attorneys' trust banking details as per this clause 2.9, will not change under any circumstances, and the Conveyancers will not request payment in terms of this Agreement into any other bank account than that provided herein. The PURCHASER must beware of phishing scams and fraudsters.

initial

# 2.10 "Deposits"

means the initial and further deposits (Deposit 1, Deposit 2, and Consumer Deposit) that are payable into the Trust account of the Conveyancer, who is authorised to release such money to the SELLER when the SELLER is legally entitled to receive such deposit and amounts:-

Deposit 1:	R
	(Rand)
	in cash within <u>2 (Two)</u> days from the Signature Date (or such extended period as the SELLER in its sole discretion may decide) to be deposited with the Conveyancers who shall hold the money in their trust account. It is specifically recorded that this is a securing deposit which shall be non-refundable, and shall not be paid back to the PURCHASER if the Agreement is cancelled for whatsoever reason, except in the event that the PURCHASER fails to procure a bond and is not otherwise in breach of this Agreement, in which case the full deposit will be refunded to the PURCHASER. The securing deposit will not be invested;
Deposit 2:	R
	(Rand)
	in cash within 30 (Thirty) days from the Signature Date (or such extended period as the SELLER in its sole discretion may decide) payable by the PURCHASER to the Conveyancer to be held in trust pending registration of transfer (or the PURCHASER shall furnish the Conveyancers with a guarantee/s acceptable to the SELLER). Cash amounts received shall be invested in an interest bearing account with interest accruing for the benefit of the PURCHASER; or
	Due date of Deposit 2:
Consumer Deposit:	deposit refundable to the SELLER for connection of water and electricity services, which amount is determined by the Local Authority and is subject to change. <b>Approximately:</b> -
	R 2000 (Two Thousand Rand)
	The PURCHASER, however, acknowledges that this amount is just an estimate and may be subject to change. Should this Agreement be cancelled for any reason whatsoever, the consumer deposit payable in terms of this clause shall be refunded to the PURCHASER;
"Estimated Monthly Levy"	Ground floor units means approximately R 1800.00 (One Thousand Eight Hundred Rand) per Unit per month; First Floor units means approximately R2200 (Two Thousand Two Hundred Rand) per Unit per month;

2.11

2.12 "Guarantee Due Date"

means 7 (seven) days from being requested by the SELLER'S Conveyancers;

2.13 "Loan Amount"

means the first mortgage bond in the amount of:-

R			
(			Rand)

which must be secured within **30 (Thirty) ordinary days** (or such extended period as the SELLER in its sole discretion may decide) of signature hereof by the PURCHASER by obtaining written approval in principle of a first mortgage bond to be registered over the Unit by a registered commercial bank or building society as set out hereunder, subject to the terms usually imposed by such financial institutions, for any amount set out in this agreement. The PURCHASER irrevocably appoints the Bond Originator, in his/her/its stead, to apply and submit for the loan referred to. Such application will be submitted to the financial institution of the PURCHASER'S choice, and the PURCHASER may negotiate the terms and conditions of the loan directly with the bank after submission of the application; and the bond originator may apply at all other banks should the bank of choice not grant a bond to the PURCHASER;

2.14 "Occupation Date"

\_\_\_\_\_ (date) or on registration of means either on transfer of the Unit into the name of the PURCHASER, whichever occurs first. In the event of the PURCHASER taking occupation, the PURCHASER shall be liable for payment of occupational rental and monthly levies at the current rates, and electricity and water used from date of occupation. The PURCHASER will furthermore pay the connection fee for water, electricity and sewerage, and any Consumer Deposit payable for the opening of a new service account (water and electricity account) with the Local Authority, which shall be payable on demand. Should the occupation date be delayed due to a reason beyond the control of the SELLER, then the SELLER may extend such date on the provision that the SELLER will give the PURCHASER 1 (one) calendar month's written and / or verbal notice. In such event, the PURCHASER shall have no claim of any kind against the SELLER or right of cancellation arising from such failure to complete the Unit upon proposed completion date;

2.15 "Occupational Rental"

means an amount equal to 1% of the total Purchase Price, payable to the SELLER monthly in advance from date of

occupation to date of registration of transfer, plus payment of current levy amounts;

# 2.16 "Participation Quota"

means the Participation Quota allocated to the Unit in the Sectional Plan and, upon opening of the sectional title register, the registered Sectional Plan;

2.1	7	"Purc	hase	Price"

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means R

\_\_\_\_Rand)

(which includes VAT, Transfer and Bond Costs, and Agent's Commission) but excludes bond registration costs in the event that any attorney other than the Conveyancer (Victor and Partners Inc) receives instruction to register the PURCHASER's Bond;

# 2.18 "PURCHASER"

means the PURCHASER referred to in Page 3 of this agreement and chooses his address to receive any notice that relate to this agreement to be the address and details reflected in Page 3 of this agreement;

# 2.19 "Real Right"

means the real right of extension that the SELLER reserves in its favour to erect up to a maximum of 184 units over a period of 20 years in terms of section 25(1) of the Sectional Titles Act, as amended, to be completed in phases as the market dictates;

# 2.20 "Registration Date"

means the date upon which the Unit shall be registered in the Deeds Office into the name of the PURCHASER;

# 2.21 "Scheme"

means the sectional title development scheme in respect of the Buildings to be established on Portion 211 of the Farm Allandale No. 10 (to be known as Umthombo Extension 45 Township) and Portion 245 (a portion of portion 4) of the Farm Allandale No. 10 (to be known as Umthombo Extension 44 Township) and to be named WATERFALL MANOR. The aforementioned properties upon which the Scheme will be opened shall be notarially tied to each other in the Deeds Office prior to opening of the Sectional Title Register;

# 2.22 "SELLER"

means RZT ZELPY 4444 PROPRIETARY LIMITED, Registration Number: 2005/031405/07, as referred to in Page 2 of this agreement, and chooses its address to receive any notice that relates to this agreement to be the address and details reflected in Page 2 of this agreement;

# 2.23 "Signature Date"

means the date of signing of this Agreement by the SELLER;

2.24	"Unit"	means section number
2.25	"Exclusive Use Area (Garden)"	means the garden area attaching to the Unit, being part of the common property of the Scheme, which is depicted as an exclusive use area on the Sectional Title Plan, and as more fully shown on the Schedule annexed hereto as Annexure "E". This exclusive use area is intended for the sole utilization of the owner of the Unit;
2.26	Annexure A	means draft Scheme Layout Plan as per the marketing documentation
2.27	Annexure B	means architect's Floor Plan of the Unit
2.28	Annexure C	means Building Specifications and Schedule of Finishes
2.29	Annexure D	Property Disclosure Form
2.30	Annexure E	Exclusive Use Area (Garden) Schedule

#### 3. **PURCHASE PRICE AND PAYMENT**

- 3.1 The Purchase Price shall be payable as provided for above and as follows:
  - 3.1.1 Payment of the Deposits;
  - 3.1.2 The balance of the Purchase Price shall be secured on or before the Guarantee Due Date either:
    - 3.1.2.1 by payment via electronic funds transfer to the SELLER'S Conveyancers;
    - 3.1.2.2 by a bank guarantee approved by the SELLER, drawn in favour of the SELLER or its nominee and expressed to be payable at JOHANNESBURG free of exchange, set off or deduction against transfer. Such guarantees shall be delivered to the SELLER'S Conveyancers on or before the Guarantee Due Date and shall be acceptable to the SELLER.

- 3.2 The SELLER'S Conveyancers shall invest any amounts paid in terms of this agreement (other than the securing deposit) in the PURCHASER'S name in an interest bearing trust account in accordance with the provisions of Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014), and any rules applicable to the attorney's profession from time to time, interest to accrue for the benefit of the PURCHASER until date of transfer, provided that in terms of section 86(5) of the Legal Practice Act No. 28 of 2014, 5% of the interest which accrues on such investment must be paid over to the Legal Practitioners Fidelity Fund and vests in the Fund. The PURCHASER acknowledges that the amounts shall only be invested (and shall only thereafter earn interest) once the PURCHASER has signed an Authority to Invest and complied with the requirements in terms of the Financial Intelligence Centre Act No. 38 of 2001, as amended. The Investment shall be subject to the conditions contained in the Authority to Invest.
- 3.3 The SELLER shall be entitled, in its sole and absolute discretion, to allocate any amounts received from or for the account of the PURCHASER to the payment of any debt or amount owing by the PURCHASER to the SELLER in terms hereof. If the SELLER fails to make any such allocation all amounts paid shall be deemed to have been allocated firstly to the payment of interest, secondly to the payment of amounts other than the Purchase Price due in terms hereof and finally to payment of the Purchase Price.
- 3.4 The PURCHASER agrees that the Conveyancers will, on behalf of the SELLER, be entitled to deduct any amounts owing by the PURCHASER in terms of this Agreement (including but not limited to levies, occupational rent, consumer deposits, connection fees, etc.) from any funds held by the Conveyancers in trust and invested by the Conveyancers on the PURCHASER's behalf, before any refunds are paid to the PURCHASER.
- 3.5 The Purchase Price is inclusive of Value Added Tax calculated at 15%, or such other rate as may be levied from time to time in accordance with the Value-Added Tax Act, No. 89 of 1991, as amended.

# 4. SPECIAL CONDITIONS / LOAN

- 4.1 This Agreement is subject to the suspensive condition that the PURCHASER is able to raise a loan for an amount of not less than the Loan Amount against the security of a first mortgage of the Unit at and upon prevailing bank rates and conditions within 30 (thirty) ordinary days of the Signature Date or such later date as the SELLER may determine by giving written notice to the PURCHASER, failing which this Agreement shall lapse and be of no further force or effect and the parties shall be restored to the status quo ante. This condition shall be deemed to be fulfilled immediately after a letter is issued by a bank/financial institution stating that the loan has been approved in principle.
- 4.2 The suspensive condition contained in clause 4.1 is inserted for the benefit of the PURCHASER, and the PURCHASER shall be entitled to waive same at any time prior to the date of fulfilment thereof, by written notice to the SELLER.
- 4.3 The PURCHASER undertakes to do all things reasonably necessary to procure a loan for the Loan Amount. In giving this undertaking the PURCHASER warrants the accuracy of

the financial information provided by him/her/it. The PURCHASER further commits to submitting all necessary documents requested.

- 4.4 If the PURCHASER fails to do all things reasonably necessary to procure a loan or fail to comply with or accept any condition reasonably imposed by any potential lender, he/she/it shall be deemed to be in breach of this Agreement and the SELLER shall be entitled at its election to regard this suspensive condition as having been fulfilled and may exercise its rights in terms of the breach clause. The PURCHASER warrants that his/her/its financial position is such that having regard to the criteria or requirements usually applied by financial institutions, his application for a loan will not be refused.
- 4.5 The Attorney user codes / Panel Codes are as follows:

ABSA: 2441 FNB: 2767

STANDARD BANK: 6803 LAW 2767

NEDBANK: 1769 SA HOMELOANS 97

- 4.6 If no amount is specified in clause 2.13 above or if such amount is stated to be zero (or equivalent wording) then the provisions of clause 4.1 to 4.5 shall not apply and in which event this Agreement shall not be subject to the suspensive condition as contemplated herein.
- 4.7 This Agreement is furthermore subject to the following suspensive conditions:
  - 4.7.1 The issue of an Occupation Certificate by the relevant local authority;

failing which this Agreement will automatically fail and will be of no further force or effect, provided that the Parties will use their respective best endeavours to restore the status quo ante

# 5. OCCUPATION AND SNAGGING OF THE UNIT

- 5.1 The PURCHASER shall occupy the Unit from the Occupation Date specified herein, provided that should the Unit not be available for occupation on such date, the PURCHASER shall have no claim of any kind against the SELLER, or right of cancellation arising from such failure to give occupation. In such event the PURCHASER shall be obliged to accept occupation of the Unit on such extended date as the SELLER may provide.
- 5.2 From the Occupation Date until registration of transfer, the PURCHASER shall pay Occupational Rental and applicable levies to the SELLER.

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5.3 If a dispute arises as to whether the Unit is occupiable on the Occupation Date, the dispute shall be resolved by the SELLER's architect within 3 (three) Business Days from being requested to do so, whose decision shall be final.

- 5.4 The PURCHASER acknowledges that, until completion of the Unit and issue of the Occupation Certificate, the site is a construction area, and as such, is potentially dangerous. It is therefore imperative that the PURCHASER does not attend at the site unaccompanied and the PURCHASER hereby indemnifies the SELLER and Agent (as well as, *inter alia*, their employees and sub-contractors) against any injury or damage suffered.
- 5.5 The PURCHASER understands that the signing of the Letter of Substantial Completion has to do with the improvement of the property from a vacant stand to a stand with a building erected upon it and once the relevant institutions have issued the occupation certificate, the PURCHASER hereby agrees to sign such Letter of Substantial Completion and any outstanding matters must be indicated on the Snag List, prepared within 7 (seven) Days of Occupation Date.

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- 5.6 In the event that a PURCHASER cannot inspect the Unit, a responsible person must be appointed by the PURCHASER to do such inspection. The responsible person must have a letter from the PURCHASER giving him/her authority to do such inspection. The PURCHASER (responsible person) understands the difference between a major structural defect and a snag. For the purposes of this clause 5, the expression "major structural defect" means a defect which gives rise or which is likely to give rise, to damage of such severity that it affects, or is likely to effect, the structural integrity of the Unit and which required complete or partial rebuilding of the Unit or extensive repair work to it, subject to the limitations, qualifications or exclusions that are prescribed in terms of the Housing Consumers Protection Measures Act No. 95 of 1998. In the event where the PURCHASER (responsible person) inspects the Unit and finds any major structural defects in the Unit, a written list of such major structural defects will be delivered to the SELLER, via e-mail to waldo@ssigroup.co.za within 3 (three) Days of such discovery. The PURCHASER (responsible person) also agrees that any other faults/problems found, will be discussed and added to the Snag List for rectification as stipulated below in clause 5.7. The PURCHASER agrees that if no major structural defects are present in the Unit, the Letter of Substantial Completion will be signed, failing which clause 7 will come into effect.
- 5.7 The PURCHASER is entitled to submit only one official Snag List, which must reach the SELLER by the 7th (seventh) day after the Occupation Date, or if occupation is not taken prior to Registration Date, 7 (seven) days after registration of transfer of the Unit, failing which the Unit will be considered Snag free. THE SELLER HAS 90 (NINETY) DAYS AFTER RECEIVING SUCH SNAG LIST TO COMPLETE SAME. THE PURCHASER UNDERTAKES TO MAKE THE UNIT AVAILABLE DURING WORKING HOURS TO ENABLE THE SELLER TO COMPLETE THE SNAGS WITHIN THIS 90 (NINETY) DAY PERIOD.
- 5.8 The SELLER guarantees all structural aspects of the Unit in respect of major structural defects therein for a period of 5 (five) years from Occupation Date, with the exception of hairline settlement cracks which are not guaranteed and are considered normal in newly built homes. Hairline settlement cracks for the purposes hereof are any cracks that are

certified to be Slight, Very slight or Negligible (Categories 2, 1, and 0) on the scales published in Tables 2, 3 and 4 Part 1 Section 2 of the NHBRC Home Building Manual. The PURCHASER will be obligated to notify the SELLER in writing of any such major structural defects covered by the guarantee within the aforementioned 5 (five) year period, and the SELLER will thereafter be afforded a reasonable time, and reasonable access to the Unit, to remedy such major structural defect. Should the PURCHASER fail to notify the SELLER in writing within a period of 5 (five) years from Occupation Date as provided for in this clause 5.8, the SELLER will not accept any liability or responsibility for any complaints lodged.

- 5.9 The PURCHASER is further advised that the Unit must be inspected together with the SELLER (or its appointed representative) ("take-over inspection") on date of occupation or date of registration of transfer (whichever occurs first). The SELLER does not take any responsibility for any broken tiles, dirty carpets, scratches in the baths, basins or any chipped corners, unless these were pre-existing damages discovered during the take-over inspection. Hairline cracks expected from shrinkage of materials are not the responsibility of the SELLER to repair.
- 5.10 In the event of the PURCHASER failing to comply with the obligations as set out in this clause timeously, the PURCHASER shall be deemed to have accepted the Unit in the condition as it stands at the Occupation Date, provided that the SELLER shall comply with its warranty obligations as set out herein.
- 5.11 The PURCHASER is not entitled to set-off payment of Occupational Rental due to any disputes the PURCHASER may have regarding the Snag List.

# 6. TRANSFER, BOND AND COSTS

- 6.1 The PURCHASER shall be obliged to accept transfer of the Unit subject to the conditions, reservations and servitudes contained in the sectional title register and the SELLER, the local authority or any other authority may impose such conditions of sectional title.
- 6.2 It is the SELLER'S intention that transfer of the Unit shall be effected by the SELLER'S Conveyancers simultaneously with the opening of the sectional title register or as soon thereafter as may be reasonably possible.
- 6.3 Subject to the provisions of the Act, the PURCHASER shall not, by reason of any delay in the transfer of the Unit to him/her/it due to any cause whatsoever, be entitled to cancel this Agreement or to refrain from paying, or suspend payment of, any amount payable by him/her/it in terms of this Agreement or to claim and recover from the SELLER any damages or compensation or any remission of Occupational Rental.
- 6.4 The PURCHASER warrants that all outstanding tax returns have been submitted to the Receiver and all outstanding tax amounts have been paid to the Receiver, to enable the PURCHASER to take transfer of the property, failing which the SELLER reserves its rights in terms of the breach clauses of this agreement.
- 6.5 It is recorded that the SELLER shall be liable for all costs relating to the transfer of the Unit in the name of the PURCHASER. It is further agreed that should the Agreement be

terminated as a result of the PURCHASER's breach, the PURCHASER shall be liable for the wasted costs of the SELLER's Conveyancers in respect of the transfer.

6.6 Should a bond be registered over the Unit, the PURCHASER irrevocably elects the Conveyancers as defined in clause 2.8 to handle the bond registration simultaneously with transfer of the Unit into the PURCHASER's name. The PURCHASER agrees that he/she/it shall approach such banks or building societies where the Attorneys are on the panel of the relevant institution, and where the Attorneys indeed receive instructions to register the bond so as not to cause any delay in registration. In the event that another attorney, for whatsoever reason, receive instructions to register a bond over the Unit, then the PURCHASER shall be responsible for payment of all the costs / fees payable in connection with the registration of the bond. The PURCHASER remains responsible for payment of any initiation and valuation fees.

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- 6.7 Should the PURCHASER, for whatsoever reason including but not limited to the bank / financial institution withdrawing from such loan due to non-affordability, no longer be in a position to secure the loan amount after the approval thereof as referred to above, this will be deemed to be a breach of contract by the PURCHASER and the SELLER shall be entitled to the remedies as set out in clause 7 hereof.
- 6.8 The PURCHASER shall, within 3 (three) Business Days from being requested to do so in writing by the Conveyancer, sign all the necessary documents relating to the transfer and bond registration (if any).

# 7. BREACH BY PURCHASER

- 7.1 The PURCHASER shall have the right to cancel this agreement if:
  - 7.1.1 construction and/or finishes are not as per schedule of minimum specifications (annexure "C").
- 7.2 The SELLER shall have the right to cancel this agreement and put the unit up for resale if:
  - 7.2.1 Transfer of the Unit is delayed by the PURCHASER for any reason.
  - 7.2.2 If transfer of the Unit is delayed by the PURCHASER and the SELLER does not exercise its right to cancel as per clause 7.2.1, then the PURCHASER shall be liable for occupational rental from date of occupation as set out in clause 2.15.
- 7.3 The SELLER shall furthermore have the right, in the event that the PURCHASER has breached the agreement as provided for herein, to retain all amounts which the PURCHASER has paid in terms hereof as a genuine pre-estimate of the damages which the SELLER has sustained by reason of such cancellation in which event the PURCHASER shall be deemed to have authorised the SELLER'S Conveyancers to pay to the SELLER any Deposit paid by him/her/it in terms hereof and invested by the SELLER'S Conveyancers on his behalf.

- 7.4 Save for the provisions of paragraph 7.2 above, if the parties commit a breach of any of the provisions of this agreement and fails to remedy the same within 14 (fourteen) days of the despatch by prepaid registered post of written notice (or to a nominated facsimile number or e-mail address) calling upon him to do so, then the aggrieved party may cancel this agreement.
- 7.5 In addition to any rights the SELLER may have, it will be entitled to payment of interest by the PURCHASER on all amounts due and/or for any delay occasioned by the PURCHASER in terms of this Agreement at an interest rate equal to prime rate charged from time to time by Standard Bank plus 2%. In the event of such delay or breach, the PURCHASER shall be liable for the payment of the rates and taxes and/or levies, *pro rata* for the time period of such delay or resultant from the PURCHASER's breach.

# 8. AGENT

- 8.1 The SELLER shall pay Agent's commission as per agreement between SELLER and Agent and commission shall be deemed to be earned upon signature of this agreement and fulfilment of any conditions to which it may be subject, and shall be payable on registration of transfer. The Agent's commission is a first charge against the deposit and/or proceeds of the sale and the SELLER hereby irrevocably authorises and instructs the Conveyancers to pay whatever amount shall be owing to the Agent in respect of commission. The Conveyancers are irrevocably instructed not to pass transfer until they have ensured that they will have sufficient funds in hand enabling them to pay whatever amount shall be owing to the Agent in respect of commission.
- 8.2 The PURCHASER, SELLER and the Agent hereby indemnify the Conveyancer against any claims for damages or otherwise that may be instituted by any party to this agreement for reason of payment of the commission having been made to the Agent in accordance with this clause.
- 8.3 The PURCHASER and SELLER hereby warrant that the Agent is the sole and effective cause of the sale and it is hereby recorded that the PURCHASER warrants to the SELLER that he was not introduced to the Property or the SELLER by any other person other than the Agent.

# 9. COOLING OFF

The parties' attention is drawn to the fact that Section 16 of the Consumer Protection Act, 68 of 2008 applies to this agreement. Notwithstanding any other clause in this contract, the PURCHASER has the right to revoke this offer or terminate this agreement by written notice to be delivered to the SELLER, or his or her agent, within five (5) working days of signature of this agreement. The PURCHAER'S attention is drawn to the fact that such notice will be of no force or effect unless it is:-

- (i) Signed by the PURCHASER or his or her agent acting on his / her authority; and
- (ii) Refers to this offer or agreement as the offer or agreement that is being revoked or terminated as the case may be; and
- (iii) Is unconditional.

# 10. GENERAL

- 10.1 This Agreement represents the entire agreement between the parties. No other terms, conditions, stipulations, undertakings, representations or warranties shall be of any force or effect save as expressly included herein. No variation of or addition to or consensual cancellation of this Agreement and no waiver by the SELLER of any of its rights hereunder shall be of any force or effect unless reduced to writing and signed by or on behalf of both parties.
- 10.2 If more than one person as PURCHASER signed this Agreement the obligations of all the signatories shall be joint and several. If this Agreement is not signed by all the persons named as PURCHASERS, this Agreement shall nonetheless be and shall remain binding on the PURCHASERS who have signed this Agreement.
- 10.3 No latitude, extension of time or other indulgence which may be given or allowed by the SELLER to the PURCHASER in respect of any of his/her/its obligations in terms of this Agreement shall constitute a waiver, abandonment or novation of the SELLER'S rights in terms hereof.
- 10.4 The PURCHASER shall pay all costs and charges incurred by the SELLER including attorney and own client charges and collection commission incurred by the SELLER in recovering any amount due in terms of this Agreement or in enforcing any provision of this Agreement.
- 10.5 It is agreed that each clause of this Agreement is severable. If any provision hereof is held to be illegal, invalid or unenforceable for any reason, such provision shall be deemed to be pro non scripto, but without affecting, impairing or invalidating any of the remaining provisions of this agreement which shall continue to be of full force and effect.

# 11. JURISDICTION

The SELLER and the PURCHASER hereby consent in terms of Section 45 of the Magistrate's Court Act, No 32 of 1944, as amended, to the jurisdiction of any Magistrate's Court having jurisdiction over their respective person under section 28 of the above Act, to determine any action or other legal proceedings arising out of this Agreement. Notwithstanding anything aforesaid, the SELLER shall not be bound to bring any action arising from this Agreement in or before a Magistrate's Court, but may do so in any other court of competent jurisdiction should it so wish.

# 12. COMPANY / CLOSE CORPORATION / TRUST

12.1 If the PURCHASER is acting as an agent or trustee of a company to be formed, alternatively, the PURCHASER is a company, close corporation or trust, the person/s signing this Agreement on behalf of the PURCHASER or as agent or trustee, hereby binds himself/themselves as surety/s for and co-principal debtor/s with the PURCHASER for the discharge of all the PURCHASER's obligations arising out of this Agreement, and hereby undertake to sign any mortgages, documents of suretyship, co-principal debtorship, or as may be required by any mortgagee/s contemplated in this Agreement, so as to ensure the fulfilment of any condition/s to which this Agreement may be subject.

- 12.2 A person acting as agent or trustee for a company to be formed, shall in his/her personal capacity be liable as PURCHASER under this Agreement, unless the company is formed and adopts, ratifies and performs under this Agreement within 30 (thirty) Days of acceptance by the SELLER.
- 12.3 If the PURCHASER is a close corporation, company or trust, the person/s acting and signing this Agreement on behalf of such entity warrants that he/she/they have the necessary authority to act on behalf of such entity and shall provide the necessary resolutions reflecting such authority. In the event of such entity not being properly incorporated or not being bound to this Agreement due to a lack of compliance with required formalities or lack of authority, the signatory/s hereto will be personally liable.

# 13. NHBRC

The BUILDER will on behalf of the PURCHASER obtain the NHBRC enrolment certificate and will abide by all the rules and regulations imposed by the NHBRC from time to time.

# 14. CESSION OF RIGHTS

- 14.1 The SELLER hereby cedes all its rights and interest in the building contract, including all guarantees or warranties of whatsoever nature given to the SELLER by the Builder, to the PURCHASER, who hereby accepts cession thereof.
- 14.2 The Builder accepts all responsibility in respect of any faults, snags or workmanship towards the SELLER, and undertakes to complete the building in accordance with the plans and specifications annexed to this agreement, failing which the PURCHASER shall be entitled to enforce any rights or obligations directly against the Builder, as fully and effectually, for all intents and purposes, as the SELLER would be entitled to do against the Builder.

# 15. PROTECTION OF PERSONAL INFORMATION ACT 4 of 2013 ("POPI")

- 15.1 By signing this Agreement, the Parties hereby give their consent to the Agent involved in the sale, and to the Conveyancing Attorneys who will register the transfer of the Unit, to collect, process and store the personal information of both the SELLER and the PURCHASER 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 Agents and Attorneys and further processed and shared with any professional parties involved in the sale transaction, including but not limited to conveyancing attorneys, bond cancellation attorneys, banks, mortgage originators and municipalities or otherwise as required by law. The Sellers' Agents and Attorneys 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.
- 15.2 The Agent and Conveyancers will take all reasonable precautions to ensure the security of all information provided by the parties.

- 15.3 The parties understand their right to privacy and the right to have their personal information processed in accordance with the conditions for the lawful processing of personal information.
- 15.4 The PURCHASER and the SELLER acknowledge that they understand the purposes for which their personal information is required and for which it will be used.
- 15.5 The parties understand that, should they refuse to provide the Agents and/or Conveyancers with the required consent and/or information, the Agent and/or Conveyancers will be unable to conclude the sale and transfer the Unit into the PURCHASER's name.
- 15.6 The PURCHASER and the SELLER both declare that all their personal information supplied to the Agent and/or Conveyancers for all purposes related to this sale is accurate, up-to-date, not misleading and that it is complete in all respects.
- 15.7 The parties undertake to immediately advise the Agent and/or Conveyancers of any changes to their Personal Information should any of these details change.

# 16. REAL RIGHT OF EXTENSION

- 16.1 The SELLER reserves the right to register a Real Right of extension for a period of 20 (twenty) years in terms of Section 25 of the Act in order to complete further phases of the development comprising up to a maximum of 184 units, to be completed in phases as the market dictates.
- 16.2 The PURCHASER acknowledges that the development in which the Unit is situated is not fully developed, that building operations will take place upon adjacent or neighbouring land and that the said building operations may cause the PURCHASER certain inconvenience. The PURCHASER acknowledges that he/she/it shall have no claim either as against the SELLER arising out of such building operations.

# 17. PAYMENTS BY PURCHASER

- 17.1 It will at all times remain the PURCHASER's responsibility to ensure that all payments made in terms of this Agreement are made into the correct bank account.
- 17.2 Neither the SELLER, nor the Agent, nor the Conveyancers, nor any of their employees, representatives and/or agents, will be held liable under any circumstances for any loss and/or damages suffered by the PURCHASER as a result of payment into an incorrect / fraudulent bank account.
- 17.3 By signing this Agreement, the PURCHASER acknowledges that he/she/it has read and considered the terms contained in this clause, and understand the meaning and consequences thereof.

# 18. PROPERTY PRACTITIONERS ACT 22 OF 2019 ("PPA")

The duly completed and signed mandatory disclosure form in respect of the Property required in terms of section 67 of the Property Practitioners Act 22 of 2019, is attached hereto as **Annexure "D"**.

# 19. 3D RENDERING

- 19.1 The SELLER will make use of 3D rendering as a marketing tool to market the units in the Scheme. This 3D rendering entails, *inter alia*, the generation of realistic 3D Renderings of the proposed Scheme and units by means of a computer program. This will allow prospective purchasers to do a 3D walkthrough the unit, allowing them to tour and view the Scheme and Unit without having to physically be present.
- 19.2 The PURCHASER hereby agrees and acknowledges that there may be slight variations between the 3D Renderings and the actual constructed Scheme and Unit after completion, and that the SELLER will not be liable in any manner whatsoever for, *inter alia*, variations in:
  - 19.2.1 elevation levels, as the 3D rendering does not allow for different elevation levels to be displayed, for example the Unit may have a few stairs leading out into the garden, which stairs were not displayed on the 3D rendering;
  - 19.2.2 the colour of wall paint;
  - 19.2.3 tiles;
  - 19.2.4 cupboards;
  - 19.2.5 finishes and/or fittings i.e. knobs and/or handles, sinks, basins, baths, showers, taps, stoves;
  - 19.2.6 landscaping;
  - 19.2.7 paving and foot paths;
  - 19.2.8 location of carports / parking.

# 20. EXCUSIVE USE AREA – GARDEN

- 20.1 The Exclusive Use Area (Garden) as may be depicted as such on the Sectional Title Plan, shall be ceded notarially by the SELLER to the PURCHASER or other owners, as the SELLER in its sole discretion deems fit, simultaneously with the registration of transfer of the Unit into the name of the PURCHASER or other owner.
- 20.2 The PURCHASER, as owner of the Unit, shall be entitled to the right of exclusive use of a part or parts of the common property more fully detailed in clauses 2.24, 2.25 and 20.1, and accordingly, shall be required to make such additional contributions to the Body Corporate as are necessary to defray the costs incurred by the Body Corporate in respect of *inter alia*, insurance, maintenance and consumption charges in respect of the said exclusive use areas or the Body Corporate may require the relevant owner or owners to be directly responsible for entire or partial costs relating to such exclusive use areas.
- 20.3 The PURCHASER undertakes not to interfere with or hinder any other purchaser or owner of any Unit forming part of the Scheme in the exercise by him/her/it of any exclusive rights granted to him/her/it.

# SIGNED by the parties on the dates and at the places set out below

**PURCHASER**, who by this/these signature/s hereto warrant/s:

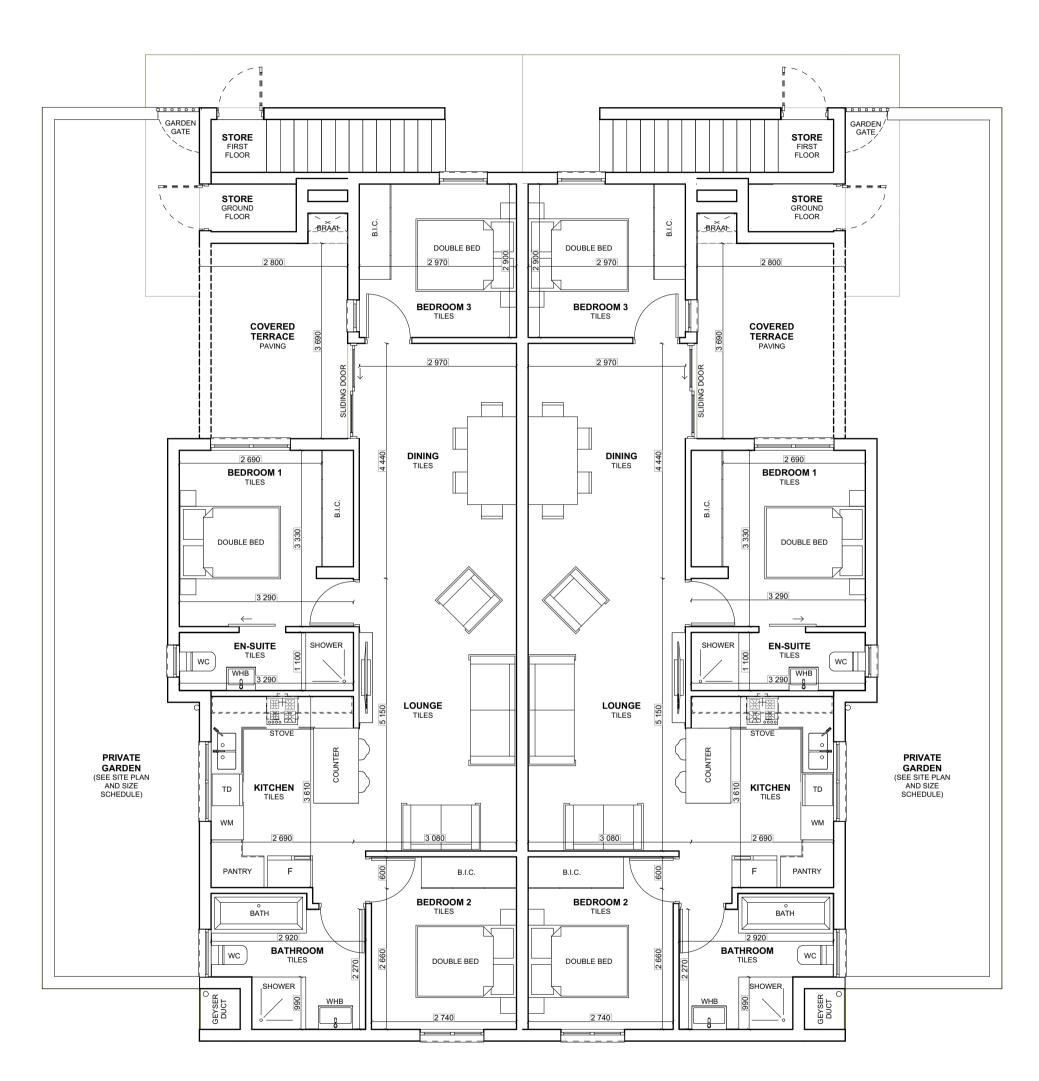
- (a) his/her/its capacity to enter into and sign this Agreement and annexures A, B, C, D and E;
- (b) all the information supplied herein is true and correct;
- (c) all consent in terms of the Matrimonial Property Act has been furnished.

Date:	Place:
Purchaser Signature Witness:	Co-Purchaser / Spouse Witness:
Date:	Place:
For and on behalf of the <b>SELLER</b> Witness:	Witness:
Date:	Place:
AGENT, who hereby accepts the benefits contained Witness:	
Date:	Place:
BUILDER, who hereby accepts the obligations impo	osed on it in terms of this contract Witness:





# **Annexure B**Ground Floor



# **GROUND FLOOR**

GROUND FLOOR AREA:	
GROUND FLOOR	
BRAAI:	0,59 m²
COVERED TERRACE:	10,33 m²
GF UNIT:	88,24 m²
STORE ROOM:	1,65 m²
TOTAL:	100,81 m²

ADDITIONAL AREA		
GROUND FLOOR		
DOUBLE CARPORT:	25,00 m²	
TOTAL:	25,00 m <sup>2</sup>	

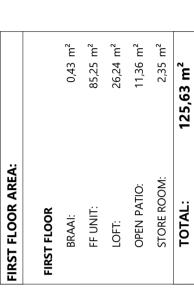
# **Annexure B**

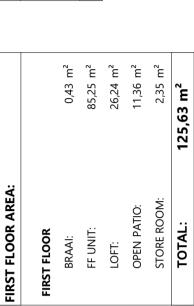
FIRST FLOOR STORE ROOM BELOW STAIRS

IRST FLOOR STORE ROOM BELOW STAIRS

STORE ROOM BELOW

# First Floor





25,00 m<sup>2</sup>

DOUBLE CARPORT:

FIRST FLOOR

**ADDITIONAL AREA** 

PATIO GATE

BRAAF.

B.I.C.

2 970

2 970

2 370

5 800

DOUBLE BED

DOUBLE BED

5 800

B.I.C.

BRAAF

WORK

PATIO /

OPEN PATIO TILES

BEDROOM 3 TILES

BEDROOM 3 TILES

OPEN PATIO TILES

069 8

DOUBLE BED

3 940

STAIRS

STARS

3 940

2 580

B.I.C.

008 9

LOUNGE

LOUNGE

图器

СОЛИТЕВ

3610

KITCHEN TILES

5

Σ

008 9

2 580

B.I.C.

BEDROOM 1 TILES

2 690

DINING

DINING

BEDROOM 1 TILES

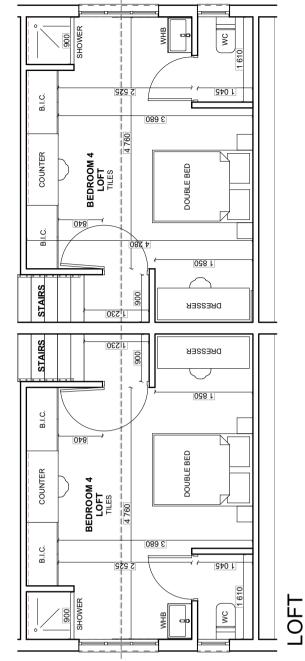
SLIDING DOOR

SLIDING DOOR

3 290

25,00 m<sup>2</sup>

TOTAL:



1

KITCHEN TILES

3 610

2 980

СОЛИТЕВ

 $\mathbb{R}$ 

PANTRY

ш

BATH

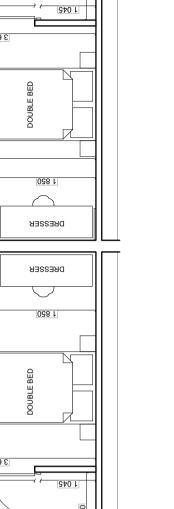
BEDROOM 2

BEDROOM 2

B.I.C.

009

PANTRY





GEYSER TOUG

WHB

2 740

2 740

WC

BATHROOM TILES

DOUBLE BED

DOUBLE BED

2 270

WC

SHOWER

GEYSER DUCT

Waterfall Manor

# ANNEXURE C

# SPECIFICATION AND SCHEDULE OF FINISHES

# WATERFALL MANOR PHASE 2 & 3

# 1. FOUNDATIONS

1.1 Concrete foundations as per engineer's detail.

# . WALLS AND FINISHES

- 2.1 SABS approved cement or clay stocks.
- 2.2 External walls plastered and painted
- 2.3 Internal walls plastered and painted.
- 2.4 Brick force according to NHBRC specification.

## ROOFS

3.1 Pitched roof with concrete roof tiles.

# 4. FLOOR FINISHES

- 4.1 Tiles (600x600) kitchen, bathroom, living area & bedrooms
- 4.2 Exterior tiles to developer's specification.

# 5. WALL TILING

5.1 Bathrooms 1.2m above floor, shower tiled to ceiling.

## CEILING

- 6.1 Rhino ceiling and painted on first floor, ground floor concrete slab painted.
- 6.2 Designer polystyrene cornice (excluding LED lights)

# WINDOWS

- 7.1 All frames to be Aluminium frames.
- 7.2 Glazing will be obscure glass in bathrooms and clear float glass to other windows.

# 8. DOORS AND FRAMES

- 8.1 Internal doors to be hollow core, steel frames with enamel paint.
- 8.2 Entrance door to be Aluminium Sliding doors
- 8.3 Storeroom door Aluminium.
- 8.4 2 lever locks to internal doors.

# 9. CURTAIN TRACKS

9.1 Single track in bathroom and kitchen, and double track to be fitted elsewhere.

# 10. BUILT IN CUPBOARDS

- 10.1 As per plan.
- 10.2 Coloured melamine doors, edged chipboard interior.

# 11. KITCHEN FITTINGS

- 11.1 As per kitchen layout plans.
- 11.2 Double undermount sink.
- 11.3 Wall kitchen cupboards with LED lights.
- 11.4 Kitchen cupboards coloured (Two tone)
- 11.5 Quartz Engineered Stone Kitchen countertops with waterfall side
- 11.6 Water Purification System

# 12. STOVE

- 12.1 Gas or Electric Hob (to be selected), excluding gas bottle
- 12.2 Electric Under counter oven
- 12.3 Extractor Fan

# 13. PLUMBING, SANITARY WARE AND TAPS

- 13.1 One 150 liter Smart PV Solar Geyser System. (Geyserobot)
- 13.2 Two cold water inlet and two waste for washing machine to kitchen.
- 13.3 Dual flush toilet with wooden seat
- 13.4 Wall hung basin and vanity unit
- 13.5 Free standing fiberglass bath.
- 13.6 Toilet roll holder adjacent to WC's.
- 13.7 Only white sanitary ware to be provided.
- 13.8 Towel rails.
- 13.9 Taps to be A grade range.
- 13.10 Frameless Shower Doors
- 13.11 LED bathroom mirrors
- 13.12 Smart Prepaid Water meter

# 14. ELECTRICAL INSTALLATION

- 14.1 One geyser and one stove connection.
- 14.2 Smart Light points as per standard layout excluding bedrooms and bathrooms
- 14.3 LED ceiling lights to be fitted throughout with Inverter Battery Backup for Lights and Router System. (Inverterobot)
- 14.4 One TV point connection in the lounge area and First Floor loft bedroom
- 14.5 Plug points:
  - 1 per appliance,
  - Double plug above worktop,
  - 2x double in lounge.
  - Double in every room excl bathroom
- 14.6 Fiber Internet ready
- 14.7 Smart Prepaid Electricity Meter.

# 15. EXTERNAL WORK

- 15.1 Paving (brick), driveways.
- 15.2 Gardens to be laid out with lawn
- 15.3 Private Gardens to be enclosed and registered as Exclusive Use Area.
- 15.4 All levels, dimensions, depths of excavations, height of plinths, number of steps to be determined on site by developer.
- 15.5 It is the responsibility of each owner to control pests, ants, etc. after occupation.
- 15.6 Color of roof subject to availability.
- 15.7 Gutters to be installed on all roof drip lines.

# 16. SECURITY

Estate perimeter walls electrified. Recognition Access control at entrance. 24 Hour Offsite Security Monitoring.

# 17. GENERAL WORKS

No external contractors shall be allowed on site to do any work without the written consent from the developer/seller. Nor shall the purchaser be allowed to discuss or arrange any additions or changes to the property without the **knowledge of the agent**. Any alterations or additions to the property must be in writing and be accepted by the **SELLER** and **PURCHASER** prior to commencement of any works.

Units will be locked when near to completion. No access when the developer is not on site.

- 18. PLEASE NOTE: NO CREDITS WILL BE GIVEN OR FITTINGS SUPPLIED TO ANY CLIENT WHO WANTS TO SUPPLY HIS/HER OWN FITTINGS OR FINISHES OR WHO WANTS TO MAKE ANY CHANGES TO STANDARD FINISHES.
- The developer can not be held responsible for any actions or non actions of Telkom.
- 20. Levies does not include rates and taxes or Municipal Deposits.

# 21. GUARANTEES

- 21.1 Plumbing 30 Days Guarantee from date of Occupation
- 21.2 Electricity 30 Days Guarantee from date of Occupation
- 21.3 Locks & Doors 30 Days Guarantee from date of Occupation
- 21.4 Cupboards 30 Days Guarantee from date of Occupation
- 21.5 Geyser 1 Year Guarantee from date of Occupation (Excluding Element & Thermostat)
- 21.6 Roof Leaks 1 Year Guarantee from date of Occupation
- 21.7 Structure 5 Years Guarantee from date of Occupation 21.8 Latent Defects 3 Months from date of Occupation
- 21.9 Stove 1 Year from date of Occupation
- 21.10 Geyserobot Control Panel 1 Year from date of Occupation
- 21.11 Inverterobot (Inverter and Batteries) 1 Year from date of Occupation
- 21.12 Solar Panels 5 Years from date of Occupation

# ANNEXURE "D" - IMMOVABLE PROPERTY CONDITION REPORT

# 1. Disclaimer

This condition report concerns the immovable property situated at	(the
"Property"). This report does not constitute a guarantee or warranty of any kind by the owner of the Property o	r by
the property practitioners representing that owner in any transaction. This report should, therefore, not	: be
regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior	r to
concluding an agreement of sale in respect of the Property.	

# 2. Definitions

# 2.1. In this form –

- 2.1.1. "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and
- 2.1.2. "defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

# 3. Disclosure of information

The owner of the Property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the Property may rely on such information when deciding whether, and on what terms, to purchase the Property. The owner hereby authorises the appointed property practitioner marketing the Property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the Property.

# 4. Statements in connection with Property

	YES	NO	N/A
I am aware of the defects in the roof	_	_	Х
I am aware of the defects in the electrical systems	_	_	Х
I am aware of the defects in the plumbing system, including in the	_	_	Х
swimming pool (if any)			
I am aware of the defects in the heating and air conditioning	_	_	Х
systems, including the air filters and humidifiers			

I am aware of the septic or other sanitary disposal systems	-	-	X
I am aware of any defects to the property and/or in the basement	_	_	Х
or foundations of the property, including cracks, seepage and			
bulges. Other such defects include, but are not limited to,			
flooding, dampness or wet walls and unsafe concentrations of			
mould or			
defects in drain tiling or sump pumps			
I am aware of structural defects in the Property	_	_	Х
I am aware of boundary line dispute, encroachments or	_	_	Х
encumbrances in connection with the Property			
I am aware that remodelling and refurbishment have affected the	_	_	Х
structure of the Property			
I am aware that any additions or improvements made to or any	_	_	Х
erections made on the property, have been done or were made,			
only after the required consents, permissions and permits to do			
so were properly obtained.			
I am aware that a structure on the Property has been	_	_	Х
earmarked as a historic structure or heritage site			

# 5. Provision of additional information

The owner represents that to the best of his or her knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the owner have responded to any of the statements with a "yes", the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the response to the statement concerned.

ADDITIONAL INFORMATION		
PLEASE NOTE: This document will be completed on Occupation		

# 6. Owner's certification

The owner hereby certifies that the information provided in this report is, to the best of the owner's knowledge and belief, true and correct as at the date when the owner signs this report.

# 7. Certification by person supplying information

If a person other than the owner of the property provides the required information that person must certify that he/she is duly authorised by the owner to supply the information and that he/she has supplied the correct information on which the owner relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

# 8. Notice regarding advice or inspections

Both the owner as well as potential buyers of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

# 9. Buyer's acknowledgement

The prospective buyer acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and noncompliance aspects concerning, the property. The prospective buyer acknowledges receipt of a copy of this statement.

Signed at c	on	
Signature of owner		
Signature of purchaser		
Signature of property practitioner (agent)		



# **Annexure E**

# Exclusive Use Area (Garden) Schedule

UNIT GARDEN	AREA m²
UNIT 01	54,33
UNIT 02	32,3
UNIT 05	47,01
UNIT 06	43,87
UNIT 09	32,45
UNIT 10	27,99
UNIT 13	41,16
UNIT 14	41,35
UNIT 17	41,45
UNIT 18	41,13
UNIT 21	41,67
UNIT 22	46,01
UNIT 25	46,34
UNIT 26	45,38
UNIT 29	36,98
UNIT 30	45,72
UNIT 33	36,98
UNIT 34	45,72
UNIT 37	36,98
UNIT 38	45,72
UNIT 41	36,98
UNIT 42	45,72
UNIT 45	36,98
UNIT 46	45,72
UNIT 49	36,98
UNIT 50	45,72
UNIT 53	36,98
UNIT 54	45,72
UNIT 57	36,98
UNIT 58	45,72
UNIT 61	36,98

UNIT GARDEN	AREA m²
UNIT 62	45,72
UNIT 65	36,98
UNIT 66	37,26
UNIT 69	36,98
UNIT 70	37,26
UNIT 73	36,98
UNIT 74	37,26
UNIT 77	40,82
UNIT 78	45,65
UNIT 81	40,82
UNIT 82	40,55
UNIT 85	40,82
UNIT 86	40,55
UNIT 89	54
UNIT 90	40,62
UNIT 93	54,33
UNIT 94	54,33
UNIT 97	54,33
UNIT 98	45,47
UNIT 101	54,33
UNIT 102	45,65
UNIT 105	54,33
UNIT 106	54,33
UNIT 109	45,54
UNIT 110	45,36
UNIT 113	45,54
UNIT 114	45,93
UNIT 117	45,62
UNIT 118	45,47
UNIT 121	45,62
UNIT 122	45,47

UNIT GARDEN	AREA m²
UNIT 125	54,32
UNIT 126	45,47
UNIT 129	37,35
UNIT 130	46,87
UNIT 133	37,35
UNIT 134	46,87
UNIT 137	37,35
UNIT 138	46,87
UNIT 141	37,35
UNIT 142	46,87
UNIT 145	37,35
UNIT 146	46,87
UNIT 149	37,35
UNIT 150	46,87
UNIT 153	37,35
UNIT 154	46,87
UNIT 157	47,51
UNIT 158	37,26
UNIT 161	47,51
UNIT 162	37,26
UNIT 165	47,51
UNIT 166	37,26
UNIT 169	47,51
UNIT 170	37,26
UNIT 173	47,51
UNIT 174	37,26
UNIT 177	47,51
UNIT 178	37,26
UNIT 181	47,51
UNIT 182	37,26