



**SECTIONAL TITLE AGREEMENT OF SALE**  
**PHASED DEVELOPMENT KINGS GATE ESTATE**

ENTERED INTO BY

**CHANDOS INVESTMENTS (PTY) LTD**

Reg. No. 2017/655709/07

(“the **SELLER**” or “the **DEVELOPER**”)

Represented by Mr. James R.R. Johnson he being duly authorised hereto by a resolution of directors (hereinafter referred to as “the SELLER”)

**AND**

PURCHASER: \_\_\_\_\_

ID NUMBER: \_\_\_\_\_

REGISTRATION NO: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

MOBILE NO: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

MARITAL STATUS: \_\_\_\_\_

PROPERTY PRACTITIONER
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**WHEREAS:**

- A. The DEVELOPER obtained written consent to develop a sectional title scheme known as KINGS GATE ESTATE, which development is as shown on the layout plan in the SALES PACK and which shall be developed in four phases, save that the DEVELOPER may reduce the number of phases or make such amendment to the development as may be allowed by the Development Tribunal from time to time.
- B. The DEVELOPER is the owner of the property described as Portion 806 (of 8) of the Farm Upper End of Langefontein No. 980, in extent 13,9939 (thirteen comma nine nine three nine) hectares and the Remainder of Portion 8 (of 1) of the Farm Upper End of Langefontein No. 980, in extent 1, 5978 (one comma five nine seven eight) hectares and which property is situated at Hillcrest, Kwazulu-Natal.
- C. The DEVELOPER intends erecting a Sectional Title Development on the property which will accommodate a residential component comprising 568 Units as well as a few Exclusive Use Areas materially in accordance with the PLANS and the SPECIFICATION.
- D. The DEVELOPER intends to apply in terms of the Sectional Title Act No. 95 of 1986 ("THE ACT") for the opening of a Sectional Title Register in respect of the Building or buildings to be erected on the Property.
- E. The PURCHASER wishes to purchase, and the DEVELOPER wishes to sell a proposed unit in the Scheme as more fully described in Clause 1 of the Contract of Sale in accordance with the PLANS.
- F. The PARTIES deem it prudent and desirable to record their AGREEMENT in writing.

1	<b>SCHEDULE</b>	
1.1	UNIT No	_____
	1.1.1 Unit Type	_____
1.2	SECTION No	_____
	1.2.1 Unit size (section)	_____ m <sup>2</sup>
	1.2.2 Exclusive use area (courtyard)	_____ m <sup>2</sup>
	1.2. Total	_____ m <sup>2</sup>
1.3	TOTAL CONSIDERATION (including Value Added Tax)	R_____
	1.3.1 Deposit due on signature hereof by the PURCHASER	R_____
	1.3.2 FLISP provision from Human Settlements, if applicable.	R_____
	1.3.3 Balance of Deposit (to be paid in accordance with the provisions of 3.2 and 3.3)	R_____
	1.3.4 Registered South African commercial bank loan or bond amount for, which the PURCHASER will apply, for balance of the purchase price and to be secured by way of the registration of a mortgage bond registered over THE SECTION	R_____
	1.3.5 Date by which loan is to be granted reflected in 1.3.4 above	30 days of signature hereof by the SELLER
1.4	LEVY	
	1.4.1 The amount estimated as being the monthly levy payable by the PURCHASER to the BODY CORPORATE in accordance with the provisions of the ACT	R_____
1.5	The amount estimated as being the monthly rates payable by the PURCHASER to the ETHEKWINI MUNICIPALITY in accordance with the provisions of the ACT	R_____
1.6	The amount as being the monthly occupational rent payable by the PURCHASER to the SELLER in accordance with the provisions of the ACT	R_____
1.7	OCCUPATION DATE (subject to paragraph 4 of the CONDITIONS OF SALE)	_____
1.8	Name of ARCHITECT nominated by SELLER	Joneta Rockey Architect
1.9	Business Property Practitioner	1 Property (Pty) Ltd
1.10	The Conveyancer	Mkhize Miya Inc.
	1.10.1 Payable on or before signature to the CONVEYANCERS in terms of 8.1.1. of the CONDITIONS OF SALE	<b>R10,000</b> (Ten Thousand Rand)
	1.10.2 Client mandate to deposit funds in terms of Section 86(4) of the legal practice act 28 of 2014 ("the act"), being " <b>Annexure F</b> "	
1.11	Managing Agent	Maxprop
1.12	Permitted use of SECTION	Residential
1.13	TARGET DATE	_____

## 2 SALE

- 2.1 Subject to and in accordance with the provisions hereof and the CONDITIONS OF SALE annexed hereto as **Annexure "A"**, the SELLER sells, and the PURCHASER purchases the PROPERTY.
- 2.2 The SECTION shall be erected substantially in accordance with the PLAN. The PURCHASER agrees that he shall not be entitled to amend or procure any amendments to the PLAN. The PURCHASER acknowledges that the SECTION will be situated, and the position as indicated on the SITE PLAN and is to be built in accordance with the PLAN (see clause 3.1 of the CONDITIONS OF SALE).
- 2.3 The PURCHASER agrees that the precise extent, boundaries and description of the PROPERTY shall be as shown on the sectional plan and as finally determined and approved by the Surveyor-General and/or the relevant competent authorities and shall be binding upon the parties, provided always that the area of the SECTION shall be within 5% (FIVE PERCENT) of the area as stated in 1.2 of the CONTRACT OF SALE.

## 3 PREPAYMENTS AND GUARANTEES

- 3.1 The amount referred to in 1.3.1 of the CONTRACT OF SALE shall be paid to the CONVEYANCERS (the bank account details of whom are as follows):
- 3.1.1 Mkhize Miya Attorneys Inc  
Trust Account No. 051473895  
Standard Bank Limited  
Branch code: 042726  
Branch: Windermere  
Reference: Unit No. \_\_\_\_\_ Kings Gate | PURCHASER name and surname  
PURCHASER to email proof to [admin@mkhizemiyainc.co.za](mailto:admin@mkhizemiyainc.co.za)
- 3.1.2 Such payment shall be invested by the CONVEYANCERS in an interest bearing account with Standard Bank Limited, all interest to accrue for the benefit of the PURCHASER until the DATE OF TRANSFER whereupon the CONVEYANCERS shall release the capital to the SELLER and all accrued interest, less their usual fee (being 6% of interest earned), to the PURCHASER (the PURCHASER acknowledges that the CONVEYANCERS are not able to invest the amount referred to in 1.3.1, nor any other amount paid into trust with the CONVEYANCERS, on the PURCHASER'S behalf until such time as the PURCHASER has complied with all the requirements of the Financial Intelligence Centre Act No. 28 of 2001 and has signed the necessary investment mandate, both of which the PURCHASER undertakes to do as soon as reasonably possible in the circumstances).
- 3.1.3 In the event that the PURCHASER has met all the conditions of sale and thereafter cancels the agreement, the deposit shall be utilized to offset any wasted costs incurred. Should there be a remaining balance of the deposit, it will be paid to the PURCHASER. Should the amount of wasted costs exceed the amount of the deposit, the entire amount of the deposit shall set off the wasted costs and no further payments will be required from the PURCHASER.
- 3.2 Subject to 3.3 below, the PURCHASER shall secure the due payment of the amount referred to in 1.3.2 (if applicable) and 1.3.4 of the CONTRACT OF SALE by furnishing the CONVEYANCERS with a guarantee from a registered South African commercial bank, in a form and on terms acceptable to the CONVEYANCERS for such amount. Such guarantee shall be furnished by the PURCHASER within 7 days of request therefor by the CONVEYANCERS, provided that if the PURCHASER requires a loan for the amount stated in 1.3.4 of the CONTRACT OF SALE, such guarantee shall not be called for until the loan has been granted. The aforesaid guarantee shall be payable on the DATE OF TRANSFER.
- 3.3 Alternatively, the PURCHASER shall be entitled to pay the amount referred to in 1.3.2 of the CONTRACT OF SALE to the CONVEYANCERS in cash within the aforesaid 7-day period, which amount shall be invested by the CONVEYANCERS in an interest-bearing account with Standard Bank Limited, with all interest to accrue for the benefit of the PURCHASER. This amount shall be paid to the SELLER by the CONVEYANCERS on the DATE OF TRANSFER and in the event of the PURCHASER choosing this alternative, the PURCHASER shall be deemed to have irrevocably instructed the CONVEYANCERS to deal with the amount in this manner (i.e., to pay the aforesaid amount to the SELLER on the DATE OF TRANSFER). The interest on the aforesaid amount shall be released to the PURCHASER on the DATE OF TRANSFER, (after deduction of the CONVEYANCER'S usual fee).
- 3.4 It is recorded that the Total Consideration, referred to in paragraph 1.3 of the CONTRACT OF SALE, is inclusive of Value Added Tax at the current rate of 15%. The parties agree that, should there be any change in the rate of Value Added Tax applicable at the time of supply, as determined in accordance with the Value Added Tax Act 89 of 1991 the Total Consideration shall be amended to consider the adjustment in the Value Added Tax rate.
- 3.5 Unless otherwise provided, all payments hereunder shall be made without set off, deduction or demand to the SELLER at the offices of the CONVEYANCERS. All bank charges incurred by the CONVEYANCERS in connection with this transaction shall be for the account of the SELLER.
- 3.6 In relation to the transfer, all fees related to the registration of transfer shall be paid by the SELLER. The PURCHASER will only be liable to pay for petties, disbursements, and deeds office costs, as invoiced by the transferring attorney, of which costs are fixed at a total of **R10,000** inclusive of Value Added Tax.

3.7 The PURCHASER shall be liable to pay bond registration costs as invoiced by Mkhize Miya Attorneys Inc.

#### 4 PHASED DEVELOPMENT

4.1 This sale is subject to the following special conditions, which are imposed by the SELLER in terms of Section 11(2) of the ACT:

4.1.1 the SELLER, in terms of Section 25 of the ACT, hereby reserves for itself the real right to extend, for its personal account, the SCHEME by the erection and completion, from time to time, but within a period of 20 (TWENTY) years of:

4.1.1.1.1 a further building or buildings,

4.1.1.1.2 horizontal extension of an existing building or buildings and/or

4.1.1.1.3 a vertical extension of existing buildings

on that part of the common property outlined on the SITE PLAN to divide such building or buildings into a section or sections and common property and to confer the right of exclusive use over parts of such common property upon the owner or owners of one or more of such sections in the SCHEME.

4.1.1.1.4 The PURCHASER acknowledges that because of changed circumstances which may arise in terms of Section 25(13) of the Act, the SELLER may wish to replace or amend the Section 25(2)(a) concept plans of the Buildings to be erected on the Common Property of the SCHEME.

4.1.1.1.5 The PURCHASER waives the PURCHASER'S right to lodge an objection in terms of Section 25 (13) of the ACT to any change in the proposed buildings or the location of buildings comprised in the SCHEME, notwithstanding that the position of such buildings may be changed or that the size or shape of the buildings may be changed, provided always that the construction of the buildings complies with the architectural controls.

#### 5 MEMBERSHIP OF KINGS GATE ESTATE BODY CORPORATE

5.1 It is recorded that the KINGS GATE ESTATE BODY CORPORATE is in existence to manage and promote the communal interest of owners and residents in KINGS GATE ESTATE.

5.2 The PURCHASER agrees that:

5.2.1 immediately on becoming the registered owner of the PROPERTY, he will automatically become a member of the BODY CORPORATE and will be bound by the constitution of the BODY CORPORATE (a copy of which is available from "the business property practitioner");

5.2.2 for as long as he is the registered owner of the PROPERTY, he will remain a member of the BODY CORPORATE and will be bound by its RULES;

5.2.3 should he sell the PROPERTY, he will ensure that the new PURCHASER is made fully aware of the conditions of the THE BODY CORPORATE and that his PURCHASER becomes and remains a member thereof;

5.2.4 the following provisions are to be inserted in the title deed to the PROPERTY in this form or in such form as may be determined by the Registrar of Deeds and are imposed as conditions in favour of the BODY CORPORATE.

5.3 The owner of the PROPERTY, or any subdivision thereof, shall not be entitled to transfer the PROPERTY, or any portion thereof, without the prior written confirmation of the BODY CORPORATE that all amounts due to the BODY CORPORATE by the owner have been paid.

5.4 Every owner of the PROPERTY, or any subdivision thereof, shall automatically become and shall remain a member of the BODY CORPORATE and be subject to its RULES until he ceases to be an owner as aforesaid. Neither the property nor any subdivision thereof, nor any interest therein, shall be transferred to any person who has not bound himself to the satisfaction of such BODY CORPORATE to become a member thereof.

5.5 No improvement of any nature may be affected to the PROPERTY without the prior written approval of the BODY CORPORATE and any buildings plans in respect of any improvements to be erected on the PROPERTY shall be subject to the prior written approval by the BODY CORPORATE

5.6 NO alteration or subdivision to any PROPERTY may be applied for or undertaken until that phase of the development in which the PROPERTY is located, has been completed by the developer and all Certification, Occupation Certificates of that phase been obtained.

5.7 The owner of a PROPERTY shall not alter access to such PROPERTY without the prior written consent of the BODY CORPORATE.

The above provisions are for the benefit of the BODY CORPORATE.

**6 CONDITIONS PRECEDENT**

- 6.1 This CONTRACT shall be subject to and conditional upon:
  - 6.1.1 560 units on the site which the PROPERTY is located, each phase being approximately 130 to 140 units, in the SCHEME, being sold by the SELLER (for the purposes of this clause, a unit, in the SCHEME, shall be deemed to be sold once the AGREEMENT has been signed by both parties and is unconditional and the PURCHASER has paid the relevant deposit to the CONVEYANCERS);
  - 6.1.2 the SELLER taking transfer of the PROPERTY;
  - 6.1.3 the SELLER raising the necessary finance to develop the SCHEME; and
  - 6.1.4 the building plans in respect of the SCHEME all being approved of by the relevant Local Authority, all by no later than the TARGET DATE.
- 6.2 Should all the aforesaid conditions not be met timeously, then in that event, this entire CONTRACT shall lapse and be of no further force and effect between the parties. It is recorded that all the aforesaid conditions have been inserted solely for the benefit of the SELLER, who may waive compliance with one or more of the aforesaid conditions prior to the TARGET DATE.

**7 IRREVOCABLE OFFER**

This CONTRACT shall, when signed by the PURCHASER and submitted to the SELLER, constitute an offer to purchase the PROPERTY from the SELLER, which offer shall be irrevocable for a period of 30 (THIRTY) days from the date of signature hereof by the PURCHASER, and where after, if it has not been accepted by the SELLER, the PURCHASER may withdraw it on written notice to the SELLER.

**8 CONSENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 ("POPI")**

- 8.1 The parties understand, that for 1 Property (Pty) Ltd to render real estate services, certain personal information from the respective parties is required to be processed in terms of the POPI Act. In this respect, the parties hereby CONSENT to the processing and storage of their personal information including but not limited to their names, identity numbers, marital status, gender, contact numbers, email addresses, both electronically and physically in terms of the POPI Act, 1 Property (Pty) Ltd and their affiliates, including but not limited to the conveyancing attorneys, developer, professional team, bond originators, managing agents, body corporate, electrical/pest/gas compliance officers and the respective municipal councils, which personal information may be utilised in its course of business from time to time.
- 8.2 This consent specifically includes the right to work with each party's respective bank account details as and when required to ensure that they receive payments or refunds due to them. 1 Property (Pty) Ltd undertakes to take all reasonable steps and precautions to prevent the loss of damage to or unauthorised destruction of the personal information as well as any unlawful access to or processing of the personal information. The parties acknowledge their personal information will be stored by 1 Property (Pty) Ltd until such time as they request the removal or deletion and/or destruction of such information.
- 8.3 The parties have the right to lodge a complaint in respect of their personal information, with the Information Regulator, at any stage should they deem it necessary.
- 8.4 The Parties hereby consents to receive future direct marketing material, newsletters, and new listings from 1 Property (Pty) Ltd and further provides 1 Property (Pty) Ltd with the necessary consent to use the Parties contact details for current and future marketing.

SIGNED by the SELLER at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**SELLER** who warrants that he is duly authorized hereto

SIGNED by the PURCHASER at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**PURCHASER** I acknowledge that I am acquainted with and understand the contents of this CONTRACT and that all the Annexures referred to in this CONTRACT were attached hereto when I signed same

\_\_\_\_\_  
**CONSENTING SPOUSE**

SIGNED by the PROPERTY PRACTITIONER at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**PROPERTY PRACTITIONER** hereby warrants the validity of his/her Fidelity Fund certificate as at the date of signature of this Agreement

\_\_\_\_\_  
**PROPERTY PRACTITIONER NAME**

\_\_\_\_\_  
**FIDELITY FUND CERTIFICATE NUMBER**

SIGNED by 1 PROPERTY at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**BUSINESS PROPERTY PRACTITIONER**  
**1 PROPERTY (PTY) LTD** hereby warrants the validity of its Fidelity Fund certificate as at the date of signature and accepts the benefits conferred in terms of this Agreement

**This portion to be signed by the legal guardian/member/director/trustee of a minor/close corporation/company/trust.**

Full names: \_\_\_\_\_

Of: \_\_\_\_\_

\_\_\_\_\_  
Full address and telephone number

**Hereby consents to the conclusion of this CONTRACT and guarantees and binds himself/herself as surety for and co-principal debtor in solidum with the PURCHASER to the SELLER for the due and punctual fulfilment and discharge of all the obligations undertaken by the PURCHASER to the SELLER pursuant to this CONTRACT, under renunciation of the benefits of excussion and division with the meaning and effect of which benefits and the renunciation thereof he acknowledges himself to be acquainted. No variation or amendment or novation of this CONTRACT shall prejudice the suretyship obligations hereby undertaken by the aforesaid guarantor, the object being that he shall always remain liable as surety and co-principal debtor, even if this CONTRACT is varied, amended, or novated and even if the aforesaid PURCHASER is granted an indulgence by the SELLER.**

SIGNED by the GUARANTOR at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**GUARANTOR**

# ANNEXURE A

## CONDITIONS OF SALE

### 1 DEFINITIONS AND INTERPRETATION

For the purposes of the AGREEMENT OF SALE and the CONDITIONS OF SALE, unless the context indicates to the contrary

- 1.1 "ACT" means the Sectional Titles Act No. 95 of 1986 (as amended) and any regulations in force thereunder;
- 1.2 "ARCHITECT" means the architect nominated by the SELLER in terms of paragraph 1.8 of the AGREEMENT;
- 1.3 "AGENT" means the business property practitioner appointed by the SELLER in terms of 1.9 of the AGREEMENT;
- 1.4 "BODY CORPORATE" means the future Body Corporate of the SCHEME as contemplated in the ACT;
- 1.5 "CONDITIONS OF SALE" means these CONDITIONS OF SALE;
- 1.6 "AGREEMENT" means the SECTIONAL TITLE AGREEMENT OF SALE and all **Annexures** thereto;
- 1.7 "CONTRACT" means the CONTRACT to which these CONDITIONS OF SALE are, being **Annexure "A"**;
- 1.8 "CONVEYANCERS" means the Conveyancer appointed by the DEVELOPER in terms of 1.10 of the AGREEMENT and the CLIENT MANDATE, being **Annexure "F"**;
- 1.9 "DATE OF POSSESSION" means the date specified in 1.7 of the AGREEMENT subject to the provisions of paragraph 4 of the CONDITIONS OF SALE;
- 1.10 "DATE OF SIGNATURE" means the date of signature of this AGREEMENT by the last signing of the SELLER or the PURCHASER;
- 1.11 "DATE OF TRANSFER" means the date of registration of transfer of the PROPERTY into the name of the PURCHASER in the Deeds Registry in Pietermaritzburg;
- 1.12 "PROPERTY" means the property described in paragraph 1.1 and 1.2 of the AGREEMENT;
- 1.13 "PLAN" means the plan of the SECTION being **Annexure "C"** and schedule of finishes in respect thereof, being **Annexure "D"** to the CONDITIONS OF SALE;
- 1.14 "PROPERTY" means the unit to be established in terms of the ACT, consisting of:
  - 1.14.1 the SECTION and
  - 1.14.2 an undivided share in the common property in the SCHEME apportioned to the SECTION in accordance with the participation quota to be specified on the sectional plan;
- 1.15 "RULES" means the rules of the BODY CORPORATE;
- 1.16 "SCHEME" means the proposed sectional title scheme comprising the PROPERTY and all buildings constructed and to be constructed thereon;
- 1.17 "SECTION" means the proposed section in the SCHEME, referred to in paragraph 1.1 of the AGREEMENT OF SALE, which section is shown on the VILLAGE LAYOUT PLAN;
- 1.18 "SITE PLAN" means the plan which is **Annexure "B"** hereto;
- 1.19 "TARGET DATE" means the date referred to in paragraph 1.13 of the AGREEMENT;
- 1.20 Words importing a gender shall include all genders and the singular shall include the plural and vice versa;
- 1.21 Words or expressions defined in the ACT shall have the same meanings in this AGREEMENT;
- 1.22 Clause headings are inserted purely for convenience and shall not be relevant in interpreting the contents of the clauses to which they relate;
- 1.23 If the PURCHASER consists of more than one person, such persons shall be jointly and severally liable in solidum for all their obligations in terms of this AGREEMENT;



- 1.24 No indulgence or relaxation which the SELLER may allow to the PURCHASER in regard to the carrying out of the PURCHASER'S obligations in terms of or pursuant to this CONTRACT shall prejudice the SELLER'S rights under this CONTRACT in any manner whatsoever, or be regarded as a waiver of the SELLER'S rights in terms of this CONTRACT, or be construed to act as an estoppel against the SELLER to otherwise strictly enforce compliance of the PURCHASER'S obligations in terms of this CONTRACT;
- 1.25 If there is any conflict between the provisions or the information in the CONTRACT and the plans and schedules which constitute Annexures to the CONTRACT, the provisions of the CONTRACT shall prevail and be regarded as correct and binding;
- 1.26 Any reference to a natural person shall include the legal person and/or an association of persons and vice versa;
- 1.27 Where an expression has been defined, and such definition contains a provision conferring rights or imposing obligations on any party, effect shall be given to the provision as if it were a substantive provision contained in the body of this CONTRACT;
- 1.28 If a number is reflected in numerals and words, the words shall prevail in the event of any conflict between the two;
- 1.29 In interpreting this CONTRACT, no provision shall be construed in a limiting fashion or in accordance with the Eiusdem Generis Rule;
- 1.30 The rule of construction that an agreement shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply; and
- 1.31 Where several days are prescribed, they shall consist of all days (i.e., including Saturday, Sunday, and Public Holidays) and shall exclude the first day and include the last day.

## **2 LOAN FROM FINANCIAL INSTITUTION**

- 2.1 This CONTRACT is subject to and conditional upon the PURCHASER obtaining a loan in principle from a South African commercial bank or Lending Entity for the amount stated in 1.3.4 of the AGREEMENT and the SELLER receiving a copy of the written approval of such loan by the aforesaid commercial bank or entity, both by no later than the date stated in 1.3.4 of the AGREEMENT. Should the aforesaid loan not be granted by the date stated in 1.3.5 of the AGREEMENT or should the SELLER not receive a copy of the written approval by the aforesaid commercial bank of such loan by the date stated in 1.3.4 of the AGREEMENT, then in that event, this AGREEMENT shall lapse and be of no further force and effect between the parties. In the event of the AGREEMENT lapsing as contemplated above, the SELLER shall forthwith repay or procure the repayment of all amounts paid by the PURCHASER in respect of the purchase consideration of the PROPERTY. It is recorded that this clause has been inserted for the benefit of both the SELLER and the PURCHASER.
- 2.2 It is the intention of the SELLER and the PURCHASER that the CONVEYANCERS be appointed by the bank, granting the loan referred to in paragraph 2.1, to attend to the registration of the mortgage bond over the PROPERTY in favour of the aforesaid bank, on the DATE OF TRANSFER. The PURCHASER undertakes to utilize its best endeavours to prevail upon the aforesaid bank to appoint the CONVEYANCERS in this regard.

## **3 COMPLETION OF THE SECTION**

- 3.1 The SELLER hereby undertakes to procure that the SECTION is erected substantially in accordance with the PLAN and is sufficiently complete for beneficial occupation, by the DATE OF POSSESSION, provided the PURCHASER has paid or duly secured the Total Consideration referred to in 1.3 of the AGREEMENT (as contemplated in paragraph 3 of the CONTRACT).
- 3.2 The PURCHASER shall not give any instructions of any nature to the ARCHITECT, contractor, or sub-contractor(s). Should the SELLER agree to any deviation from the PLAN, such deviation shall be reduced to writing and any amounts payable in terms of such deviation shall be payable by the PURCHASER to the SELLER on demand, and prior to any deviations being carried out by the SELLER.
- 3.3 The PURCHASER shall, within 30 (THIRTY) days of the DATE OF POSSESSION, deliver to the SELLER a list, signed by himself, enumerating any defects in the SECTION where same are due to defective materials or workmanship, and the SELLER shall procure that such defects are made good as expeditiously as possible in the circumstances. Once such defects have been made good to the satisfaction of the ARCHITECT (acting as an expert and not an arbitrator and whose decision shall be final and binding on the parties), the PURCHASER shall have no further claim against the SELLER, save as otherwise provided for herein. Should the PURCHASER fail to deliver the aforesaid list to the SELLER within the aforesaid 30 (THIRTY) day period, then in that event, the PURCHASER shall be deemed to have inspected the SECTION and not found any defects therein.

- 3.4 Save as provided in this CONTRACT, the PURCHASER purchases the PROPERTY voetstoots and shall have no claim against the SELLER in respect of any defects whether latent or patent in the PROPERTY or the common property of the SCHEME.
- 3.5 If there is any dispute between the PURCHASER and the SELLER as to whether the SECTION has been constructed substantially in accordance with the PLAN and/or has been erected in substantially the position as reflected in the SITE PLAN and/or is sufficiently complete for beneficial occupation and/or whether there are any defects in the SECTION due to defective materials or workmanship, then such dispute shall be referred to the ARCHITECT (acting as an expert and not as an arbitrator) whose decision shall be final and binding upon the parties.
- 3.6 The PURCHASER acknowledges that after the completion of the SECTION the SELLER and/or its agents, contractors and workmen may be engaged in erecting other dwellings, driveways and other structures on the PROPERTY and the PURCHASER agrees that the SELLER and/or its agents, contractors and workmen shall at all times have reasonable access to the PROPERTY for the purposes of carrying out such work as may be necessary to enable the SELLER to procure the erection and layout of the aforementioned dwellings, driveways and other structures. The PURCHASER shall have no claim whatever against the SELLER by reason of any inconvenience or interference with the PURCHASER'S rights arising therefrom and the PURCHASER shall not, in any way whatsoever, interfere with the performance of the aforesaid work.
- 3.7 The SELLER warrants that the PROPERTY will be enrolled with the National Home Builders Registration Council as contemplated in the Housing Consumer Protection Measures Act, No. 95 of 1998.
- 3.8 As is required in terms of Section 13(2)(a) of the aforesaid Act 95 of 1998, the SELLER warrants that:
- 3.8.1 the SECTION shall be constructed in a proper and workmanlike manner;
- 3.8.2 the SECTION will be fit for habitation on the DATE OF POSSESSION; and
- 3.8.3 the SECTION shall be constructed in accordance with:
- 3.8.3.1 the National Home Builders Registration Council Technical Requirements to the extent applicable to the SECTION at the date of enrolment of such SECTION with the National Home Builders Registration Council; and
- 3.8.3.2 the terms, plans and specifications referred to in this CONTRACT;
- 3.9 As provided for in Section 13(2)(b) of the aforesaid Act 95 of 1998, the SELLER undertakes to:
- 3.9.1 rectify any major structural defects in the SECTION caused by non-compliance with the National Home Builders Registration Council's Technical Requirements which occur within a period of five (5) years from the DATE OF POSSESSION and of which the SELLER is notified of by the PURCHASER within that period;
- 3.9.2 rectify non-compliance with or deviation from the terms, plans and specifications referred to in this CONTRACT or any deficiency related to design, workmanship or material, of which the SELLER is notified by the PURCHASER of within a period of three (3) months from the DATE OF POSSESSION;
- 3.9.3 repair roof leaks attributable to workmanship, design or materials occurring and of which the SELLER is notified by the PURCHASER of within a period of twelve (12) months from the DATE OF POSSESSION.
- 3.10 In no way detracting from the generality of any other provision in this CONTRACT, it is recorded that the SELLER may, at the SELLER'S discretion, elect not to install any item on the schedule of finishes (which forms part of the PLAN), provided that the SELLER installs a similar item of similar quality in its place. In the event of there being any dispute as to whether the item installed by the SELLER is of a similar quality, the certificate by the ARCHITECT (acting as an expert and not an arbitrator) certifying that such item is of a similar quality, shall be final and binding on the parties.
- 3.11 It is recorded that the schedule of finishes of the SECTION, which forms part of the PLAN, makes provision for the PURCHASER to choose certain finishes for the SECTION from a selection to be provided by the SELLER. The PURCHASER shall be obliged to make its selection in this regard within 15 (FIFTEEN) days after the SELLER gives the PURCHASER notice that the aforesaid finishes, are available for inspection, failing which the SELLER will be entitled to make this selection on the PURCHASER'S behalf.
- 3.12 Again, in no way detracting from the SELLER'S rights in terms of this CONTRACT or at law, it is specifically recorded that the PURCHASER shall not be entitled to delay or refuse to comply with his obligations in terms of this CONTRACT (including, but in no way limited to the payment of the deposit and the furnishing of the guarantees referred to in paragraph 3 of the CONTRACT), if it disputes that the PROPERTY is sufficiently complete for beneficial occupation or should it believe that the SELLER has not complied with his obligations in terms of paragraph 3.3 of the CONDITIONS OF SALE.
- 3.13 Notwithstanding anything contained herein or elsewhere, under no circumstances whatsoever, shall the SELLER be liable to make good any damage to any unit or the common property of the SCHEME caused by the PURCHASER or the PURCHASER'S employees, contractors, agents, representatives, or any other person who comes upon the SCHEME by virtue of the PURCHASER'S rights thereto. Further, the PURCHASER shall be liable for the costs of repairing any damage caused to the common property or any unit in the SCHEME by the PURCHASER, its contractors, agents, representatives, employees, or other persons who come upon the SCHEME by virtue of the PURCHASER'S rights thereto.

3.14 Notwithstanding anything contained herein or elsewhere, and in no way detracting from the generality of any other provision of this CONTRACT, it is specifically recorded that the SELLER shall not be liable for the rectification of any defects or faults in the SECTION caused by surface water, storm water or rain water, normal settlement or cracking resulting from normal settlement, normal shrinkage, thermo cracking, geological disturbances, or normal wear and tear from use or neglect by the PURCHASER.

#### 4 OCCUPATION DATE

4.1 The SELLER hereby undertakes to use its best endeavours to give to the PURCHASER beneficial occupation of the SECTION by the date stipulated in 1.7 of the AGREEMENT, provided the PURCHASER has secured the Total Consideration referred to in 1.3 of the AGREEMENT (as contemplated in paragraph 3 of the CONTRACT).

4.2 If, however, the SELLER is of the opinion that, for whatever reason, the SECTION will not be sufficiently complete for beneficial occupation by the date specified in 1.7 of the AGREEMENT, then -

4.2.1 the SELLER shall notify the PURCHASER in writing of such fact at least 30 (THIRTY) days before such date and shall specify in such notice the later date that the SECTION shall be complete for the purposes of beneficial occupation (which date shall not be more than 9 (NINE) calendar months after the date specified in 1.7 of the AGREEMENT) and such later date shall be deemed for all purposes to be the DATE OF POSSESSION (subject to the provisions of paragraphs 4.2.2 and 4.5 below); and

4.2.2 if the SECTION is not sufficiently complete for beneficial occupation within 6 (SIX) calendar months of the date specified in 1.7 of the CONTRACT OF SALE, the PURCHASER shall have the right, on notice to the SELLER, to resile from this CONTRACT provided that such notice is received by the SELLER within 14 (FOURTEEN) days of the expiry of the aforesaid 9 (NINE) calendar month period. In the event of the PURCHASER so resiling, the PURCHASER shall be entitled to receive a refund of an amount equal to the aggregate of all payments made by the PURCHASER in respect of the Total Consideration referred to in 1.3 of the AGREEMENT and the PURCHASER shall have no claim of whatsoever nature or howsoever arising against the SELLER for failing for any reason to give possession, occupation and use of the SECTION to the PURCHASER timeously. (In the event of the PURCHASER not resiling from this CONTRACT, as provided for in this paragraph 4.2.2, notwithstanding the fact that the SECTION is not complete for the purposes of beneficial occupation within a period of 9 (NINE) calendar months from the date stated in 1.7 of the AGREEMENT, then, in that event, this CONTRACT shall continue to be of full force and effect between the parties and the PURCHASER shall take occupation of the SECTION on the date, 30 (THIRTY) days after the SELLER gives the PURCHASER written notice that it is complete for beneficial occupation (which date shall be deemed for all purposes to be the DATE OF POSSESSION subject to provisions of paragraph 4.5 below).

4.3 The SELLER shall be entitled to anticipate the DATE OF OCCUPATION on 30 (THIRTY) days written notice to the PURCHASER provided that such anticipated date shall not be more than 120 (ONE HUNDRED AND TWENTY) days earlier than the date stated in 1.7 of the AGREEMENT. Should the SELLER bring the date of possession forward by giving the PURCHASER the written notice as aforesaid, such date shall be regarded as the DATE OF POSSESSION for the purposes of this CONTRACT (subject to the provisions of paragraph 4.6 below).

4.4 Once the SELLER has notified the PURCHASER of the date of occupation and the SELLER is in possession of the Occupation Certificate, the PURCHASER must take occupation of the section on the date specified in the Notice. The PURCHASER shall be liable to pay to the SELLER occupational rent, at the amount specified in 1.6 of the schedule, pending date of registration of the section into the PURCHASER'S name. Failure by the PURCHASER to take occupation of the section on the date of occupation shall not absolve the PURCHASER from paying occupational rent. Should the PURCHASER elect to take occupation of the section on date of registration of transfer, the PURCHASER shall be liable to pay occupational rent as though the PURCHASER had taken occupation of the section on date of occupation.

4.5 In the event of any dispute arising as to when or whether the SECTION is sufficiently complete for beneficial occupation, a certificate by the ARCHITECT (acting as an expert and not an arbitrator) certifying that the SECTION is sufficiently complete for beneficial occupation, shall be final and binding upon the parties.

4.6 Notwithstanding anything contained herein, the PURCHASER shall not be entitled to occupation of the SECTION until such time as:

4.6.1 the PURCHASER has secured the payment of the Total Consideration, referred to in paragraph 1.3 of the AGREEMENT, as contemplated in paragraph 3 of the CONTRACT;

4.6.2 the PURCHASER has signed all the CONVEYANCERS documentation, provided all the information and documentation for the purposes of transfer, and has paid the costs, as contemplated in paragraph 7.1 of the CONDITIONS OF SALE and;

4.6.3 the PURCHASER is up to date with the payments of the levy, occupational interest, electricity, water, and all other amounts the PURCHASER is responsible for payment of in terms of the CONTRACT.

Should the SECTION be sufficiently complete for beneficial occupation but the PURCHASER has not complied with its obligations as referred to above, then in that event, without prejudice to the SELLER'S rights to claim specific performance or to any other rights the SELLER may have in terms of this CONTRACT or at law, and at the SELLER'S election, possession and occupation of the SECTION shall only be given to the PURCHASER once

it has complied with its aforesaid obligations and such date of compliance shall be regarded as the DATE OF POSSESSION for the purposes of this CONTRACT.

## 5 RIGHTS AND OBLIGATIONS IN RESPECT OF OCCUPATION

- 5.1 The PURCHASER acknowledges that, on the DATE OF POSSESSION, the SCHEME may be incomplete and that he and every person claiming occupation and use through him may suffer inconvenience from building operations and from noise and dust resulting therefrom and the PURCHASER shall have no claim whatsoever against the SELLER, by reason of any such inconvenience.
- 5.2 From the DATE OF POSSESSION, the PURCHASER –
- 5.2.1 shall be entitled to beneficial occupation of the SECTION and the SECTION shall be used only for residential purposes subject to compliance with the RULES, and for no other purpose whatsoever;
  - 5.2.2 shall, at his own expense, maintain the interior of the SECTION in a good, clean, and thoroughly tenantable and attractive condition, and where necessary repair or refurbish any damaged item and replace any lost item;
  - 5.2.3 shall, at his own expense, maintain in a good working order and condition all electrical, plumbing and sewerage installations and appurtenances of whatever nature, serving the SECTION;
  - 5.2.4 shall, if the SECTION is separately metered for the supply of electricity and/or water thereto, make arrangements with the suppliers to obtain the relevant connections and shall pay for any consumption of electricity/water;
  - 5.2.5 shall be entitled to the use and enjoyment, along with occupiers of other sections in the SCHEME, of those parts of the common property of the SCHEME not subject to rights of exclusive use, subject to the RULES. In using the common property of the SCHEME, the PURCHASER shall do so in such a manner to not interfere unduly or unreasonably with the lawful rights of the use and enjoyment thereof by other occupiers of the sections in the SCHEME or other persons lawfully upon the SCHEME. The PURCHASER shall procure that all other occupants of the SECTION comply with the provisions of this CONTRACT;
  - 5.2.6 shall always comply with the provisions of the ACT and the RULES;
  - 5.2.7 waives all claims against the SELLER for any loss or damage to property or any injury to person which the PURCHASER may sustain in or about the PROPERTY and indemnifies the SELLER against any claim that may be made against the SELLER by an employee of the PURCHASER'S or any tenant, nominee, invitee or any other person who goes upon the PROPERTY by virtue of the PURCHASER'S rights thereto, for any loss or damage to property or injury to person suffered in or about the PROPERTY howsoever such loss or damage to property or injury to person may be caused;
  - 5.2.8 shall not, prior to the DATE OF TRANSFER, without the prior written consent of the SELLER make, cause, or allow to be made any change or improvements to the SECTION or remove or demolish any improvements whatever. If any such changes or improvements are made, with or without the prior written consent of the SELLER then, without prejudice to any rights the SELLER may have in terms of the CONTRACT or at law, the PURCHASER shall not have any claim against the SELLER in respect of any expenditure upon or improvements to the SECTION;
  - 5.2.9 shall be liable for the payment of all services provided to the SECTION in the form of telephones, television, electricity and water and any deposits payable in connection with the supply of any such services, and
  - 5.2.10 shall be liable for the payment of rates and other outgoings arising from the PROPERTY.
- 5.3 All the benefit of and risk in and to the PROPERTY shall pass to the PURCHASER on the DATE OF POSSESSION.
- 5.4 The SELLER either personally or through their servants or agents shall be entitled at all reasonable times to have access to the SECTION and the common property of the SCHEME for the purpose of inspection or to carry out any maintenance or repairs whether relative to the SECTION or not, and the PURCHASER shall have no claim against the SELLER for any disturbance in his occupation arising out of the exercise of the rights hereby conferred.
- 5.5 The PURCHASER shall not use the SECTION or permit it to be used in such manner or for such purposes as shall cause a nuisance to any occupier of any section in the SCHEME or interfere with the amenities of the SCHEME or so as to breach the RULES or any law, ordinance or by-law or provision of the Town Planning Scheme in force in relation to the SCHEME.
- 5.6 The maximum number of persons that shall be entitled to occupy the PROPERTY shall be determined by multiplying the number of bedrooms in the SECTION by two.
- 5.7 The SECTION may only be used for the purposes specified in paragraph 1.12 of the CONTRACT.
- 5.8 From DATE OF POSSESSION until the DATE OF TRANSFER (both days inclusive), the PURCHASER shall pay to the SELLER monthly occupational rental in the amount referred to in 1.6 of the AGREEMENT. The aforesaid amount shall be payable monthly in advance by the first day of each and every month and shall be adjusted for any period of less than one month, the final adjustment to be made on the DATE OF TRANSFER.
- 5.9 The PURCHASER shall, as owner of the PROPERTY, have exclusive use over those portions of the common property of the SCHEME referred to in paragraph 1.2 of the AGREEMENT, (if any) which area(s) are shown on the SITE PLAN. The PURCHASER shall only be entitled to utilize such area(s) for the purposes specified by the SELLER, subject to the provisions of the RULES and the ACT. The PURCHASER shall be responsible for the cost of maintaining the aforesaid

exclusive use area(s) as contemplated in the ACT. The PURCHASER acknowledges that the aforesaid exclusive use area(s) shall be allocated to the PURCHASER in terms of the RULES as contemplated in Section 27 A of the ACT and shall not be formally ceded to the PURCHASER.

- 5.10 The PURCHASER undertakes and shall be obliged to abide by the RULES and to ensure that all tenants, nominees, invitees, and other persons who occupy the PROPERTY and/or go upon the SCHEME by virtue of the PURCHASER'S rights thereto, do likewise.
- 5.11 The PURCHASER authorises the SELLER to make such alterations or amendments to the BODY CORPORATE'S rules, as well as to file and lodge such altered and amended rules in the Deeds Registry at Pietermaritzburg, as the SELLER believes is necessary to give effect to the provisions of this CONTRACT so as to provide for the homogeneous and harmonious operation of this SCHEME, and for that purpose the PURCHASER irrevocably and *in rem suam* appoints the SELLER, as the PURCHASER'S duly authorised attorney, agent and proxy on the PURCHASER'S behalf and to the PURCHASER'S exclusion, to attend all such meetings and do all such things as are necessary to give effect to the provisions of this clause.

## 6 LEVY AND OTHER CHARGES

- 6.1 The PURCHASER accepts liability with effect from the DATE OF POSSESSION for the payment the monthly levy payable to the BODY CORPORATE (and prior to the BODY CORPORATE'S formation, to the SELLER) in respect of those items listed in the ACT.
- 6.2 The amounts stated in 1.4 of the AGREEMENT are an estimation of the monthly levies payable by the PURCHASER, made in good faith by the SELLER, and the SELLER shall not be responsible for any inaccuracy in this estimation.
- 6.3 The PURCHASER agrees that he shall have no right to reclaim from the BODY CORPORATE any amount paid by way of a monthly levy or special levy, save as provided herein.
- 6.4 Notwithstanding anything contained herein or elsewhere, in the event of the SELLER delaying the DATE OF POSSESSION due to the PURCHASER not having complied with its obligation in terms of the CONTRACT (as contemplated in paragraph 4.5 of the CONDITIONS OF SALE), then in that event, the PURCHASER shall be responsible for payment of the aforesaid levies from the date that the ARCHITECT certifies that the SECTION is sufficiently complete for beneficial occupation (as contemplated in paragraph 4.4 of the CONDITIONS OF SALE).
- 6.5 The PURCHASER accepts that all electricity supplied will be via a pre-paid metering system.
- 6.6 The PURCHASER acknowledges that he will need to make application to Metro Water for his water meter and supply and will be billed directly by Metro Water.
- 6.7 No Satellite dishes or aerials or receivers of any form are permitted on walls or roofs of apartments, duplexes, simplexes, or freestanding houses -
- 6.7.1 a central satellite dish with fibre optic cable will be provided to each unit.
- 6.7.2 each owner will be responsible for his/her M-Nett application/connection.

## 7 LEASING OF THE UNIT BEFORE THE DATE OF REGISTRATION OF TRANSFER

- 7.1 The PURCHASER shall be responsible for paying the occupational rental of the property from the date of occupation until the date of registration of transfer.
- 7.2 If the PURCHASER elects not to occupy the property personally and decides to place a tenant during the aforementioned period, the following terms shall apply:
- 7.2.1 The LEASE AGREEMENT shall cite the DEVELOPER as the LANDLORD. The LEASE AGREEMENT must be entered into between the DEVELOPER and the TENANT.
- 7.2.2 The rental amount during this lease period shall be equivalent to the occupational rental due to the DEVELOPER.
- 7.2.3 The rental shall be paid to 1 Property (Pty) Ltd property practitioner's or its nominee either in cash or Electronic Funds Transfer (EFT).
- 7.2.4 Upon registration of transfer, the LEASE AGREEMENT shall be amended to name the PURCHASER as the new LANDLORD, and all necessary amendments shall be made.
- 7.3 The TENANTS rental payments to the Developer shall be collected in lieu of the occupational rental owed by the PURCHASER.

## 8 TRANSFER

- 8.1 The PURCHASER shall, within 7 (SEVEN) days of being called upon to do so by the CONVEYANCERS –
- 8.1.1 pay to the CONVEYANCERS a fixed amount of **R10,000** to cover the registration of transfer costs, and any resultant bank charges and other incidental costs on signature of this AGREEMENT.
  - 8.1.2 The PURCHASER shall be liable to pay all bond registration fees as provided for by the CONVEYANCER.
  - 8.1.3 furnish all such information, sign all such documents, and pay all such amounts that may be necessary or required to enable the CONVEYANCERS to pass transfer of the PROPERTY;
- 8.2 The CONVEYANCERS shall pass transfer of the PROPERTY to the PURCHASER as soon as is reasonably practicable in the circumstances, provided the PURCHASER has complied with all his obligations under this CONTRACT.
- 8.3 No liability of any nature whatsoever shall attach to the SELLER arising out of any delays in effecting transfer of the PROPERTY to the PURCHASER.
- 8.4 The PURCHASER shall be obliged to accept ownership of the PROPERTY subject to –
- 8.4.1 the conditions, reservations and servitudes which affect the PROPERTY;
  - 8.4.2 such conditions of sectional title as are imposed by the SELLER, the local authority, and the Minister of Local Government (KwaZulu-Natal);
  - 8.4.3 any change in the number of the SECTION or any change in the name of the SCHEME (it being recorded that the current proposed name of the SCHEME is as set out in "A" of the AGREEMENT);
  - 8.4.4 a condition registered against the title deeds to the PROPERTY to the effect that the PROPERTY shall not be used for any purpose whatsoever save for the purposes referred to in paragraph 1.12 of the AGREEMENT; and
  - 8.4.5 a condition registered against the title deeds to the PROPERTY to the effect that the PROPERTY shall not be transferred without the prior written consent of the ASSOCIATION first being had and obtained.
- 8.5 It is recorded that to effect transfer of the PROPERTY, the CONVEYANCERS shall be required to lodge, inter alia, a transfer duty exemption certificate, issued by the South African Revenue Services (hereinafter referred to as "SARS") with the Deeds Registry. It is further recorded that SARS have adopted a policy of not issuing the aforesaid certificate in the event of any party to the transaction in question being in arrears with the payment of any amounts SARS believe is due to it or otherwise not being in compliance with Tax Laws. Should SARS refuse to issue a transfer duty exemption certificate in respect of the sale of the PROPERTY, in terms of this AGREEMENT, due to the fact that the PURCHASER is in arrears with any payments to SARS or has otherwise not complied with any Tax Laws, then in that event, the PURCHASER shall be deemed to be in breach of this AGREEMENT and the SELLER shall be entitled to cancel this AGREEMENT should the PURCHASER not rectify such breach within 7 days of receipt of a notice from the SELLER calling upon him to remedy such breach (as contemplated in paragraph 9.1.2 of the CONDITIONS OF SALE). Further, should there be any delay in the issue of the aforesaid transfer duty exemption certificate by SARS for either of the aforesaid reasons, then in that event, the PURCHASER shall be deemed to be delaying the registration of transfer which shall entitle the SELLER to claim mora interest from the PURCHASER as contemplated in paragraph 17 of the CONDITIONS OF SALE.
- 8.6 The PURCHASER acknowledges that:
- 8.6.1 the documentation necessary to effect transfer of the PROPERTY to the PURCHASER may be lodged with the Deeds Registry as part of a set including the transfer of other units in the SCHEME and that no documentation in the set, including the documentation relating to the transfer of the PROPERTY, can be withdrawn from the Deeds Registry without the entire set being withdrawn;
  - 8.6.2 if it becomes necessary to withdraw the aforesaid set from the Deeds Registry, due to the fact that the PURCHASER has not complied with all its obligations under this CONTRACT, the SELLER shall suffer damages including, but in no way limited to the loss of interest that would have accrued to the SELLER on the purchase price of the properties in the set, from the date of the withdrawal of the set until the date of its re-lodgement and registration;
  - 8.6.3 the SELLER shall be entitled to recover from the PURCHASER all damages the SELLER may have suffered (including the aforesaid interest) because of the aforesaid set having to be withdrawn and all transfers in the set having been delayed by virtue of the PURCHASER's failure to comply with the provisions of this CONTRACT.

## 9 BUSINESS PROPERTY PRACTITIONER'S COMMISSION

- 9.1 The PURCHASER warrants that it was introduced to the PROPERTY and the SELLER by the business property practitioner referred to in 1.9 of the AGREEMENT who, it is recorded, was the effective cause of the sale in terms of this CONTRACT. The SELLER shall pay a selling commission to the business property practitioner as agreed in accordance with the aforesaid business property practitioners' mandate with the SELLER. The aforesaid commission shall be deemed to have been earned and shall be payable on the DATE OF TRANSFER.
- 9.2 The PURCHASER warrants that no business property practitioner, other than the business property practitioner referred to in clause 1.9 of the AGREEMENT, was responsible for introducing him to the PROPERTY and further warrants that no other business property practitioner will have any claim against the SELLER for business property practitioner's commission arising out of this transaction. The PURCHASER indemnifies and holds harmless the SELLER against any loss, damage or expense sustained, suffered, or incurred by the SELLER arising out of any breach of the foregoing warranty.

## 10 DEFAULT

### 10.1 If the PURCHASER –

10.1.1 fails to pay any amount in terms of this CONTRACT, or

10.1.2 commits any breach of the remaining conditions of this CONTRACT and should the PURCHASER fail to remedy such breach within 7 (SEVEN) days of the date of delivery, if delivered by hand, or receipt if posted by prepaid registered post, of a written notice calling on him to remedy such breach, or

10.1.3 commits a repetition of such breach within a period of two months after having been warned by the SELLER to desist therefrom,

the SELLER shall be entitled, without prejudice to any other rights, which it may have at law or in terms hereof and at the SELLER'S election to –

10.1.3.1 cancel this CONTRACT, and retake possession of the PROPERTY, in which event all amounts paid to the SELLER or to the CONVEYANCERS (including any amount paid in trust) shall be forfeited to and retained by the SELLER as rouwkoop; alternatively if the SELLER so elects he may recover any damages however incurred as a result of such cancellation (including any loss and expenses on a resale, whether by public auction or private treaty), in which case the amount or amounts paid to the SELLER or the CONVEYANCERS as aforesaid shall not be forfeited as rouwkoop but may be retained by the SELLER by way of set off or partial set off against the damages claimed by the SELLER or

10.1.3.2 claim immediate performance by the PURCHASER of all his obligations in terms of this CONTRACT whether or not the due date for the performance shall otherwise have arrived.

10.2 Notwithstanding the foregoing, should the SELLER exercise any of his rights in terms hereof and should the PURCHASER dispute the SELLER'S right to do so, then pending the determination of that dispute, the PURCHASER shall continue to pay all amounts payable in terms of this CONTRACT on the due date thereof, and to comply with all the terms hereof, and the SELLER shall be entitled to recover and accept such payments and/or other performance without prejudice to the SELLER'S claim to have exercised its rights in terms hereof, and in the event of the SELLER succeeding in such dispute, the SELLER shall be entitled to retain such amounts received in the interim as payment for the occupational rights exercised and/or enjoyed by the PURCHASER in the interim.

10.3 For all purposes of this CONTRACT any act or omission on the part of any tenant, nominee or other person who occupies the PROPERTY, or invitee of the PURCHASER, or of such tenant, nominee or other person who goes upon the PROPERTY, shall be deemed to be 1an act or omission of the PURCHASER.

## 11 JURISDICTION AND COSTS

11.1 In the event of any action or application arising out of this CONTRACT, the parties hereby consent to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under section 28 of the Magistrate's Court Act of 1944, as amended. Notwithstanding that such proceedings are otherwise beyond the said court's jurisdiction, this clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrate's Court Act of 1944, as amended.

11.2 Notwithstanding anything to the contrary herein contained the SELLER shall have the right at the SELLER'S sole option and discretion to institute proceedings in any other court, which might otherwise have jurisdiction.

11.3 In the event of it becoming necessary for the SELLER to take any action against the PURCHASER as contemplated herein, the PURCHASER agrees to pay to the SELLER all the attendant costs and expenses incurred by the SELLER as between attorney and client.

## 12 SOLE CONTRACT

The PURCHASER acknowledges that this CONTRACT constitutes the sole basis of the contract between himself and the SELLER, and that he has not been induced to enter into such contract by any representations or warranties (including, but in no way limited to, any artist's impression of the SCHEME, whether contained in any letter, brochure, advertising material or otherwise) other than those contained herein and he shall be deemed to have satisfied himself in regard to all other relevant matters of whatsoever nature not specially dealt with herein. Any agreement between the PURCHASER and the SELLER to cancel, alter or add to this CONTRACT shall not be binding and shall be of no force or effect unless reduced to writing and signed by the parties hereto, or by their property practitioner's acting on their written instructions.

## 13 INDEMNITY

The SELLER does not warrant any information given in respect of the PROPERTY, whether this information is given prior to or after the signing of this CONTRACT, save for the information in respect of the PROPERTY specifically warranted in this CONTRACT. The SELLER shall not be liable for any claim of any nature whatsoever that may arise due to any inaccuracies in information given in good faith by the SELLER to the PURCHASER, his agent or his nominee in respect of the PROPERTY and the PURCHASER hereby indemnifies the SELLER and holds it harmless against and in

respect of any injury, loss or damage however caused which the PURCHASER may suffer as a result of any inaccuracies in any information given by the SELLER in good faith (save for the information specifically warranted in this CONTRACT).

#### 14 **DOMICILIUM**

14.1 The PURCHASER chooses as his **domicilium citandi et executandi** and as the address at which notices may be delivered to him, the addresses set out in the heading to the AGREEMENT.

14.2 Any notice to the PURCHASER:

14.2.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to the PURCHASER's postal address set out in the heading to this AGREEMENT shall be deemed to have been received on the 7<sup>th</sup> day after posting (unless the contrary is proved); or

14.2.2 delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi, shall be deemed to have been received on the date of delivery.

14.3 Notwithstanding anything to the contrary contained herein, a written notice or communication received by the PURCHASER (including any notice facsimiled and/or emailed to the PURCHASER) shall be an adequate written notice or communication to it, notwithstanding that it was not sent or delivered to its chosen domicilium citandi et executandi.

#### 15 **COSTS**

The SELLER shall bear its own costs in connection with the preparation and execution of this CONTRACT.

#### 16 **CESSION**

The PURCHASER shall not, sell, assign, cede or dispose of the PURCHASER'S rights under this CONTRACT.

#### 17 **ARREARS**

17.1 Any amounts in arrears in terms of this CONTRACT shall bear interest at the prime overdraft rate, from time to time, charged by the Standard Bank of South Africa Limited, plus 4 percentage points, which interest shall be calculated monthly in advance from the date that such amount became due.

17.2 A certificate by any manager of the said bank as to such prime overdraft rate, from time to time, shall be prima facie proof of such rate.

#### 18 **MORA INTEREST**

18.1 In the event of there being any delay in the DATE OF TRANSFER for which the PURCHASER is responsible or in the event of the PURCHASER not furnishing the guarantees referred to in paragraph 3 of the CONTRACT timeously, then in that event, the PURCHASER agrees, in addition to any other payment due in terms of this CONTRACT, to pay interest on the full purchase price at the prime overdraft rate charged by the Standard Bank of South Africa Limited, from time to time, plus 4 percentage points, calculated from the date the PURCHASER is notified in writing by the SELLER (or the SELLER'S agent) as being in mora, to the date upon which the PURCHASER has ceased to be in mora, both days inclusive.

18.2 A certificate by any manager of the said bank as to such prime overdraft rate shall be prima facie proof of such rate.

#### 19 **ELECTRICAL CERTIFICATE**

19.1 The SELLER shall at the SELLER'S own expense furnish a certificate of compliance from an accredited person in respect of all electrical installations in the PROPERTY in accordance with the requirements of the Electrical Installation Regulations made under the Occupational, Health and Safety Act No. 85 of 1983. Such certificate shall be delivered to the PURCHASER prior to the DATE OF POSSESSION.

19.2 If the accredited person reports that he is unable to issue such certificate of compliance unless certain works are taken to the electrical installation, the SELLER shall be entitled to have the work done so that the certificate can be furnished timeously.

#### 20 **TRUSTEE FOR A COMPANY OR CLOSE CORPORATION**

20.1 In the event of the signatory to this AGREEMENT on behalf of the PURCHASER having concluded this AGREEMENT in his capacity as a Trustee for a company to be formed (which signatory is hereinafter in paragraphs 20.1, 20.2 and 20.3 referred to as the "SIGNATORY"), then:

20.1.1 the SIGNATORY by his signature hereto warrants that the said company:

20.1.1.1 will be formed;

20.1.1.2 will ratify and adopt the terms and conditions of the AGREEMENT; and

20.1.1.3 will provide the SELLER with written proof thereof;

all within a period of 30 days from the date of signature of this AGREEMENT by the SIGNATORY;



- 20.2 The SIGNATORY, in his personal capacity hereby under renunciation of the benefits of excussion and division with the full meaning and effect of which he declares himself to be fully acquainted, binds himself and agrees to bind himself as surety and co-principal debtor in solidum with the company to be formed by him in favour of the SELLER for the due and punctual performance of such company's obligations to the SELLER in terms of this AGREEMENT;
- 20.3 If the terms and conditions of Clause 20.1 above are not fulfilled, then the SIGNATORY will by his signature to this AGREEMENT be deemed ipso facto to have concluded the AGREEMENT in his personal capacity as PURCHASER;
- 20.4 In the event of the signatory to this AGREEMENT on behalf of the PURCHASER, having concluded this AGREEMENT in his capacity as a trustee for a close corporation (which signatory is hereinafter in paragraphs 20.4, 20.5 and 20.6 referred to as the "SIGNATORY"), then:
  - 20.4.1 The SIGNATORY by his signature hereto warrants that the close corporation;
    - 20.4.1.1 is formed;
    - 20.4.1.2 will ratify and adopt the terms and conditions of this AGREEMENT;
    - 20.4.1.3 will provide the SELLER with written proof thereof;
    - 20.4.1.4 all within a period of 30 days from the date of signature of this AGREEMENT by the PURCHASER;
- 20.5 The SIGNATORY in his personal capacity hereby under renunciation of the benefits of excussion and division with the full meaning and effect of which he declares himself to be fully acquainted, binds himself and agrees to bind himself as surety and co-principal debtor in solidum with the close corporation to be formed by him in favour of the SELLER for the due and punctual performance of the close corporation's obligations to the SELLER in terms of the AGREEMENT;
- 20.6 If the terms and conditions of 20.4.1 above are not fulfilled, then the SIGNATORY by his signature to this AGREEMENT shall be deemed ipso facto to have concluded the AGREEMENT in his personal capacity as PURCHASER.

**21 MANAGING AGENTS**

The PURCHASER agrees to appoint the managing agent referred to in paragraph 1.11 of the AGREEMENT, as the managing agent for the SCHEME, as provided for in Section 46 of the Management Rules, set out in Annexure 8 of the ACT. The PURCHASER irrevocably nominates, constitutes, and appoints the SELLER to call any meeting of the BODY CORPORATE required for the purposes of appointing a managing agent, on the PURCHASER's behalf, and to vote in favour of appointing the managing agent referred to in paragraph 1.11 of the AGREEMENT.

**22 CONDITIONS OF RESALE**

- 22.1 The PURCHASER agrees to be bound by the Kings Gate Estate Conduct Rules with regards to disposing of the property.
- 22.2 Notwithstanding 1.9 of the AGREEMENT, should the property be re-possessed by a Bank/Funding Institution, the Bank/Funding Institution or be placed onto a "BANK ASSISTED SALE PROGRAM" will be permitted to utilise a business property practitioner appointed by the Bank/Funding Institution.
- 22.3 In the event of the property being re-possessed or be placed onto a "BANK ASSISTED SALE PROGRAM" in terms of 22.2 above, the business property practitioner appointed by the Bank/Funding Institution agrees to be bound by the Kings Gate Estate Conduct Rules, in particular Clause 11 of such Conduct Rules.

**23 SPECIAL CONDITIONS**

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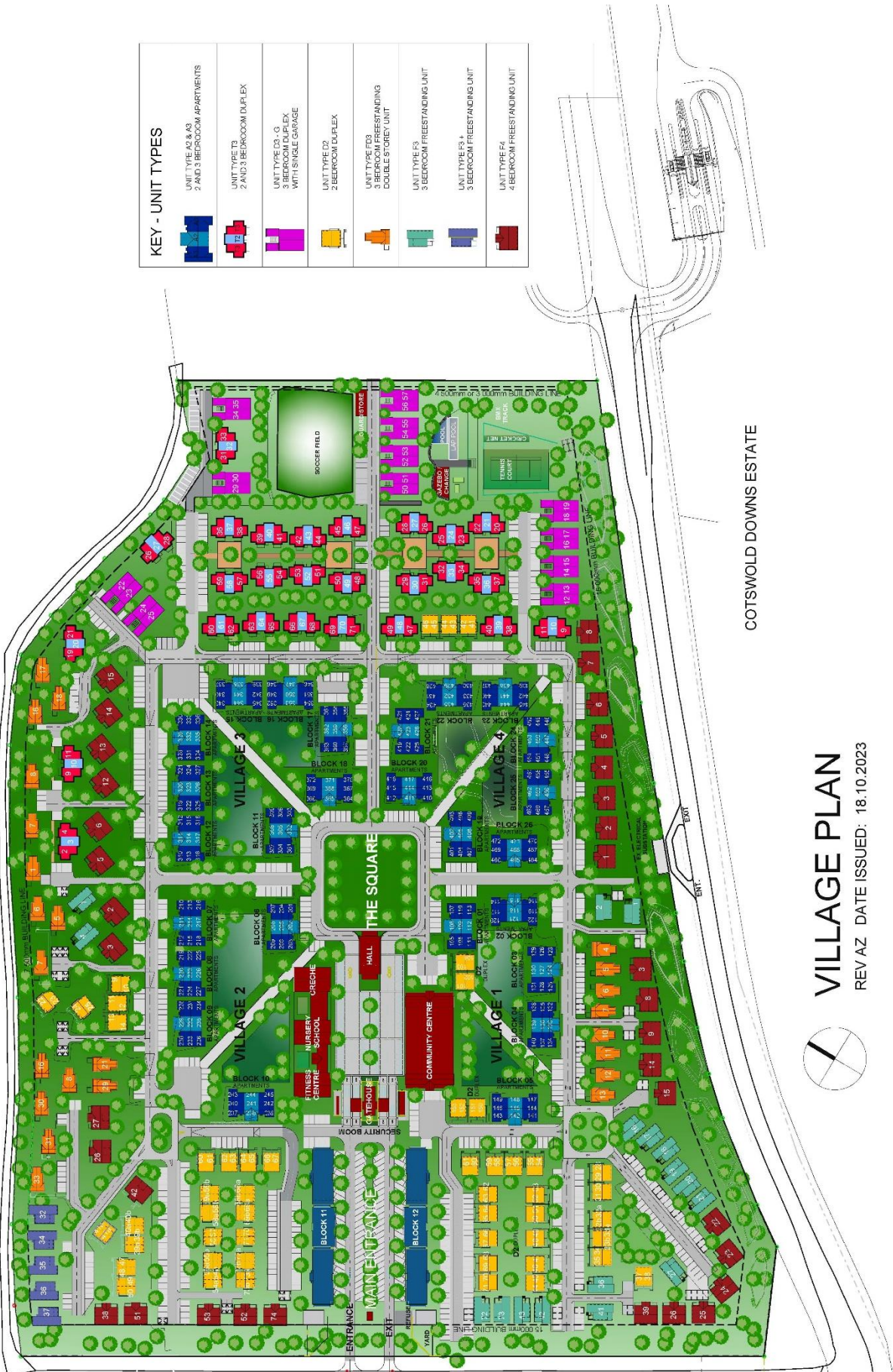
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# ANNEXURE B

## SITE PLAN



COTSWOLD DOWNS ESTATE

**VILLAGE PLAN**  
REV AZ DATE ISSUED: 18.10.2023



# ANNEXURE C

## UNIT TYPE A2/A3 – GROUND FLOOR

SCHEDULE OF AREAS	
<b>SECTIONAL AREAS - 01</b>	<b>A3</b>
UNIT SIZE:	71,39 m <sup>2</sup>
COVERED VERANDAH:	5,36 m <sup>2</sup>
SUB TOTAL:	76,75 m <sup>2</sup>
<b>OTHER AREAS</b>	
UNCOVERED PARKING BAY:	12,50 m <sup>2</sup>
<b>TOTAL ALLOCATED AREAS:</b>	<b>89,25 m<sup>2</sup></b>
<b>SECTIONAL AREAS - 02</b>	<b>A2</b>
UNIT SIZE:	52,01 m <sup>2</sup>
COVERED VERANDAH:	5,36 m <sup>2</sup>
SUB TOTAL:	57,37 m <sup>2</sup>
<b>OTHER AREAS</b>	
UNCOVERED PARKING BAY:	12,50 m <sup>2</sup>
<b>TOTAL ALLOCATED AREAS:</b>	<b>69,87 m<sup>2</sup></b>
<b>SECTIONAL AREAS - 03</b>	<b>A3</b>
UNIT SIZE:	71,39 m <sup>2</sup>
COVERED VERANDAH:	5,36 m <sup>2</sup>
SUB TOTAL:	76,75 m <sup>2</sup>
<b>OTHER AREAS</b>	
UNCOVERED PARKING BAY:	12,50 m <sup>2</sup>
<b>TOTAL ALLOCATED AREAS:</b>	<b>89,25 m<sup>2</sup></b>
<b>COMMON AREA - GROUND FLOOR</b>	
STAIR:	19,79 m <sup>2</sup>
COVERED WALKWAY:	20,07 m <sup>2</sup>
SUB TOTAL:	39,86 m <sup>2</sup>
<b>TOTAL FLOOR AREA:</b>	<b>250,73 m<sup>2</sup></b>



UNIT TYPE

# A2/A3

## KINGS GATE ESTATE

ON PORTION 806 (OF 8) OF THE FARM UPPER END OF LANGEFONTEIN No. 980

SCALE 1:100-A3 DATE 13.11.2018 REV. 21.12.2018 DRAWING No. 0318 A3 001

**APARTMENTS:**  
 2 BEDROOMS & 1 BATHROOM  
 3 BEDROOMS & 2 BATHROOMS

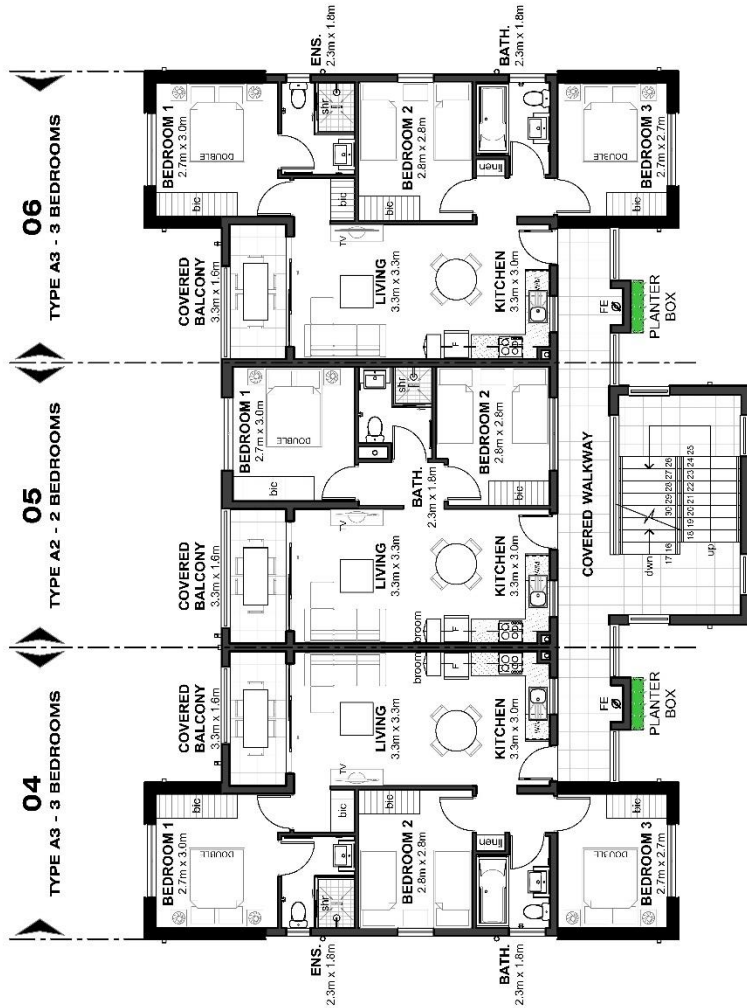


\* NOTE: PARKING, LANDSCAPING & FURNITURE ARE INDICATIVE ONLY.

ANNEXURE C

UNIT TYPE A2/A3 – FIRST FLOOR

SCHEDULE OF AREAS	
<b>SECTIONAL AREAS - 04</b>	<b>A3</b>
UNIT SIZE:	71,39 m <sup>2</sup>
COVERED VERANDAH:	5,36 m <sup>2</sup>
SUB TOTAL:	76,75 m <sup>2</sup>
<b>OTHER AREAS</b>	
UNCOVERED PARKING BAY:	12,50 m <sup>2</sup>
<b>TOTAL ALLOCATED AREAS :</b>	<b>89,25 m<sup>2</sup></b>
<b>SECTIONAL AREAS - 05</b>	<b>A2</b>
UNIT SIZE:	52,01 m <sup>2</sup>
COVERED VERANDAH:	5,36 m <sup>2</sup>
SUB TOTAL:	57,37 m <sup>2</sup>
<b>OTHER AREAS</b>	
UNCOVERED PARKING BAY:	12,50 m <sup>2</sup>
<b>TOTAL ALLOCATED AREAS :</b>	<b>69,87 m<sup>2</sup></b>
<b>SECTIONAL AREAS - 06</b>	<b>A3</b>
UNIT SIZE:	71,39 m <sup>2</sup>
COVERED VERANDAH:	5,36 m <sup>2</sup>
SUB TOTAL:	76,75 m <sup>2</sup>
<b>OTHER AREAS</b>	
UNCOVERED PARKING BAY:	12,50 m <sup>2</sup>
<b>TOTAL ALLOCATED AREAS :</b>	<b>89,25 m<sup>2</sup></b>
<b>COMMON AREA - GROUND FLOOR</b>	
STAIR :	19,79 m <sup>2</sup>
COVERED WALKWAY:	20,07 m <sup>2</sup>
SUB TOTAL:	39,86 m <sup>2</sup>
<b>TOTAL FLOOR AREA:</b>	<b>250,73 m<sup>2</sup></b>



FIRST FLOOR PLAN

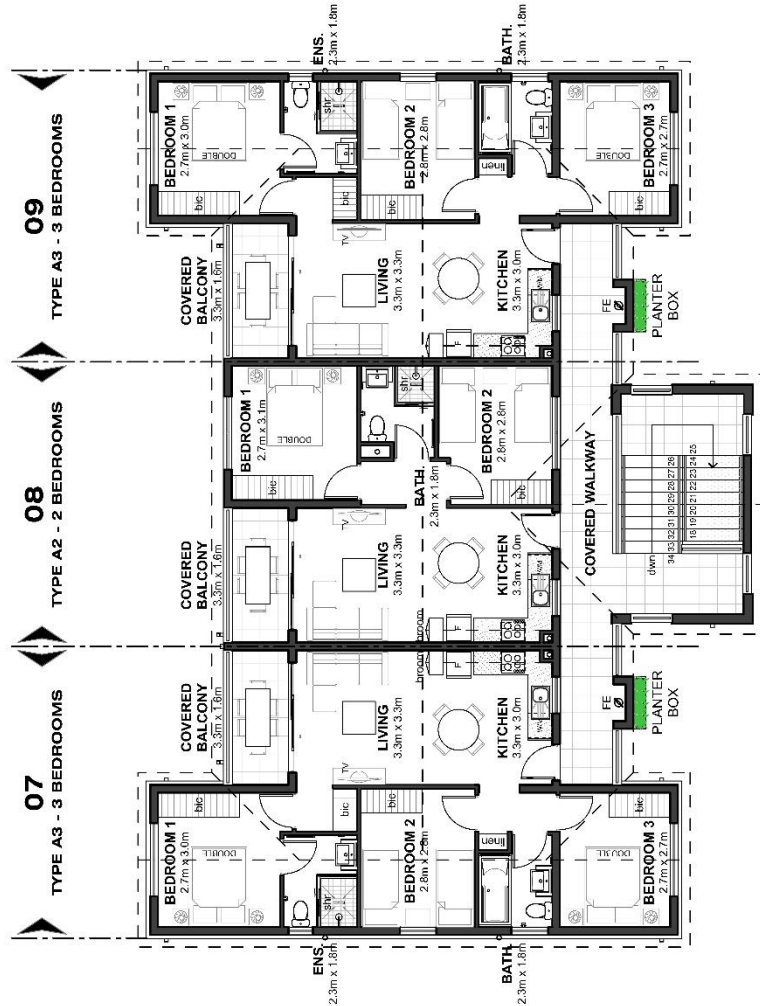
\* NOTE: PARKING, LANDSCAPING & FURNITURE ARE INDICATIVE ONLY.

 <p><b>KINGS GATE ESTATE</b></p>	<p>UNIT TYPE</p> <p><b>A2/A3</b></p>	
	<p><b>KINGS GATE ESTATE</b></p> <p>ON PORTION 806 (OF 8) OF THE FARM UPPER END OF LANGEFONTEIN No. 980</p> <p>SCALE 1:100-A3    DATE 13.11.2018    REV. 21.12.2018    DRAWING No. <b>0318 A3 002</b></p>	
<p><b>APARTMENTS :</b></p> <p>2 BEDROOMS &amp; 1 BATHROOM</p> <p>3 BEDROOMS &amp; 2 BATHROOMS</p> 		

ANNEXURE C

UNIT TYPE A2/A3 – SECOND FLOOR

SCHEDULE OF AREAS	
<b>SECTIONAL AREAS - 07</b>	<b>A3</b>
UNIT SIZE :	70.23 m <sup>2</sup>
COVERED VERANDAH :	5.36 m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>75.59 m<sup>2</sup></b>
<b>OTHER AREAS</b>	
UNCOVERED PARKING BAY :	12.50 m <sup>2</sup>
<b>TOTAL ALLOCATED AREAS :</b>	<b>88.09 m<sup>2</sup></b>
<b>SECTIONAL AREAS - 08</b>	<b>A2</b>
UNIT SIZE :	52.15 m <sup>2</sup>
COVERED VERANDAH :	5.36 m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>57.51 m<sup>2</sup></b>
<b>OTHER AREAS</b>	
UNCOVERED PARKING BAY :	12.50 m <sup>2</sup>
<b>TOTAL ALLOCATED AREAS :</b>	<b>70.01 m<sup>2</sup></b>
<b>SECTIONAL AREAS - 09</b>	<b>A3</b>
UNIT SIZE :	70.23 m <sup>2</sup>
COVERED VERANDAH :	5.36 m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>75.59 m<sup>2</sup></b>
<b>OTHER AREAS</b>	
UNCOVERED PARKING BAY :	12.50 m <sup>2</sup>
<b>TOTAL ALLOCATED AREAS :</b>	<b>88.09 m<sup>2</sup></b>
<b>COMMON AREA - GROUND FLOOR</b>	
STAIR :	8.37 m <sup>2</sup>
COVERED WALKWAY :	20.31 m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>28.68 m<sup>2</sup></b>
<b>TOTAL FLOOR AREA :</b>	<b>237.37 m<sup>2</sup></b>



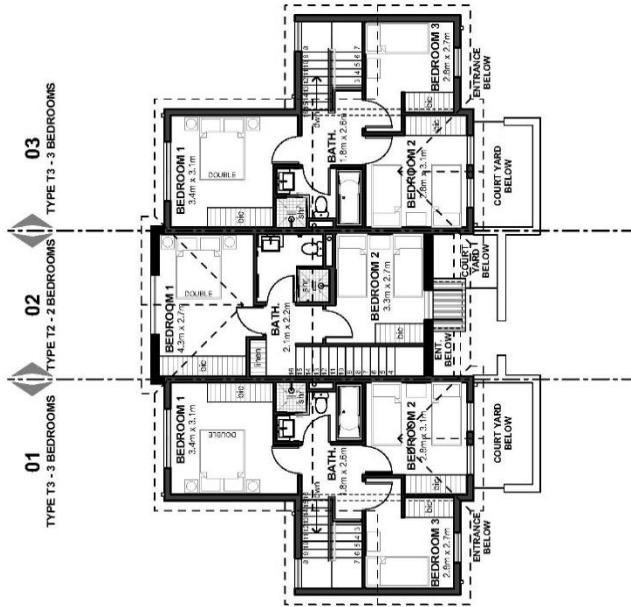
SECOND FLOOR PLAN

\* NOTE: PARKING, LANDSCAPING & FURNITURE ARE INDICATIVE ONLY.

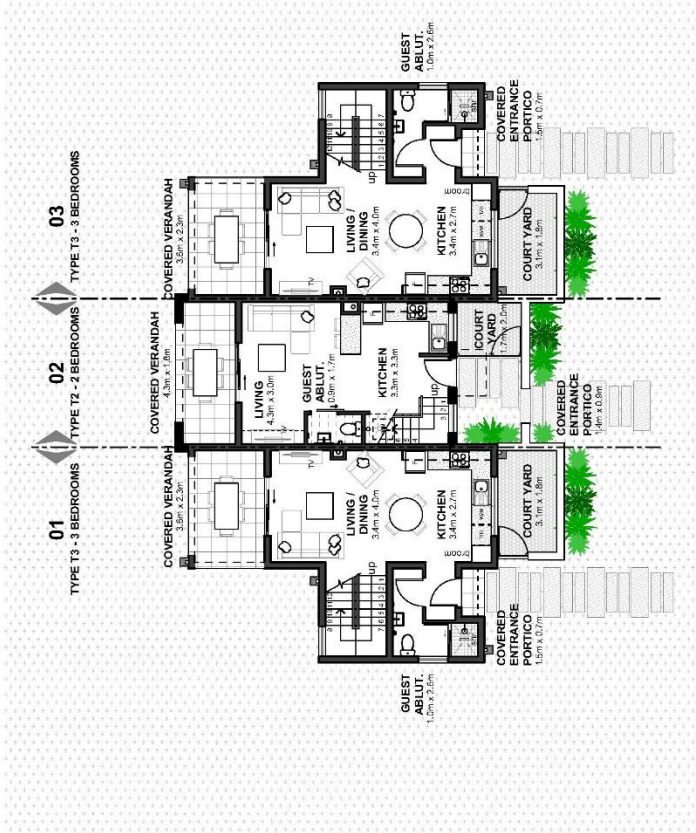
 <p>KINGS GATE ESTATE</p>	<p>APARTMENTS :</p> <ul style="list-style-type: none"> <li>2 BEDROOMS &amp; 1 BATHROOM</li> <li>3 BEDROOMS &amp; 2 BATHROOMS</li> </ul> 	<p><b>UNIT TYPE</b></p> <p><b>A2/A3</b></p>	
	<p>ON PORTION 806 (OF 8) OF THE FARM UPPER END OF LANGEFONTEIN No. 980</p> <p>SCALE 1:100-A3    DATE 13.11.2018    REV. 21.12.2018    DRAWING No. <b>0318 A3 003</b></p>		

# ANNEXURE C

## UNIT TYPE T2/T3



FIRST FLOOR PLAN



GROUND FLOOR PLAN

SECTIONAL AREAS - 01 & 03		T3
UNIT SIZE:	35.23m <sup>2</sup> (G) + 44.21m <sup>2</sup> (U)	83.44 m <sup>2</sup>
COVERED VERANDAH:		8.45 m <sup>2</sup>
COVERED ENTRANCE PORTICO:		1.00 m <sup>2</sup>
<b>SUB TOTAL:</b>		<b>92.89 m<sup>2</sup></b>

EXCLUSIVE USE AREAS	
COURT YARD:	6.92 m <sup>2</sup>
<b>SUB TOTAL:</b>	<b>6.92 m<sup>2</sup></b>

OTHER AREAS	
UNCOVERED PARKING BAY:	0 m <sup>2</sup>
CARPORT:	13.50 m <sup>2</sup>
<b>SUB TOTAL:</b>	<b>13.50 m<sup>2</sup></b>
<b>TOTAL ALLOCATED AREAS:</b>	<b>113.31 m<sup>2</sup></b>

SECTIONAL AREAS - 02		T2
UNIT SIZE:	30.98m <sup>2</sup> (G) + 24.32m <sup>2</sup> (U)	64.63 m <sup>2</sup>
COVERED VERANDAH:		8.28 m <sup>2</sup>
COVERED ENTRANCE PORTICO:		1.28 m <sup>2</sup>
<b>SUB TOTAL:</b>		<b>74.15 m<sup>2</sup></b>

EXCLUSIVE USE AREAS	
COURT YARD:	3.30 m <sup>2</sup>
<b>SUB TOTAL:</b>	<b>3.30 m<sup>2</sup></b>

OTHER AREAS	
UNCOVERED PARKING BAY:	0 m <sup>2</sup>
CARPORT:	13.50 m <sup>2</sup>
<b>SUB TOTAL:</b>	<b>13.50 m<sup>2</sup></b>
<b>TOTAL ALLOCATED AREAS:</b>	<b>90.95 m<sup>2</sup></b>



UNIT TYPE  
**T2/T3**

**KINGS GATE ESTATE**  
ON PORTION 806 (OF 8) OF THE FARM UPPER END OF LANGEFONTEIN No. 980

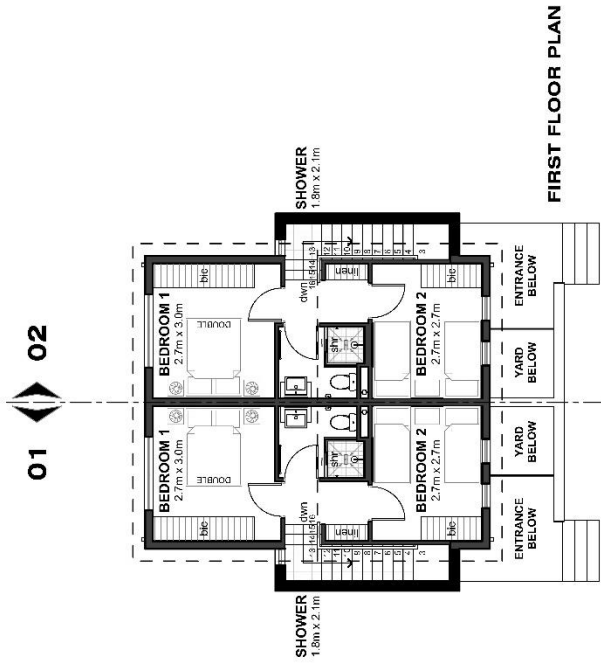
**DOUBLE STOREY UNITS :**  
2 BEDROOMS & 1 LIVING ROOM  
3 BEDROOMS & 1 LIVING ROOM



SCALE: 1:100 - A3 DATE: 01.10.2019 REV: 28.11.2019 DRAWING No: 0318 T3 001

# ANNEXURE C

## UNIT TYPE D2



**SCHEDULE OF AREAS**

SECTIONAL AREAS	
UNIT SIZE : 27.17m <sup>2</sup> (G) + 30.63m <sup>2</sup> (U)	58.00 m <sup>2</sup>
COVERED VERANDAH :	6.52 m <sup>2</sup>
COVERED ENTRANCE PORTICO :	1.38 m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>65.90 m<sup>2</sup></b>

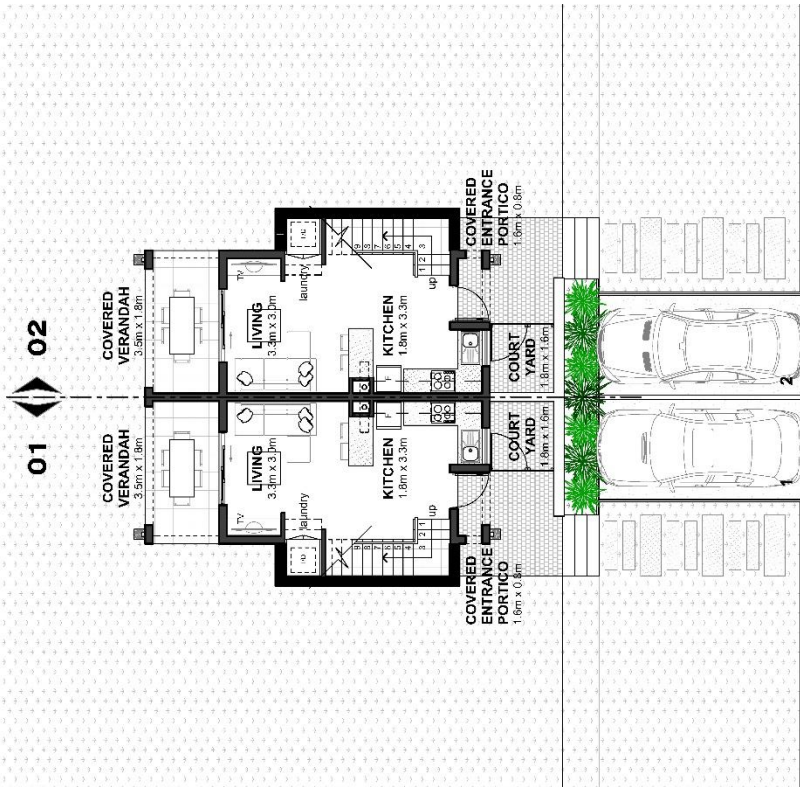
EXCLUSIVE USE AREAS	
COURT YARD :	3.30 m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>3.30 m<sup>2</sup></b>

OTHER AREAS	
UNCOVERED PARKING BAY :	12.50 m <sup>2</sup>
CARPORY :	0
<b>SUB TOTAL :</b>	<b>12.50 m<sup>2</sup></b>

<b>TOTAL ALLOCATED AREAS :</b>	<b>81.70 m<sup>2</sup></b>
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**GROUND FLOOR PLAN**

\* NOTE: PARKING, LANDSCAPING & FURNITURE ARE INDICATIVE ONLY.



**UNIT TYPE**  
**D2**

**KINGS GATE ESTATE**  
ON PORTION 806 (OF 8) OF THE FARM UPPER END OF LANGEFONTEIN No. 980

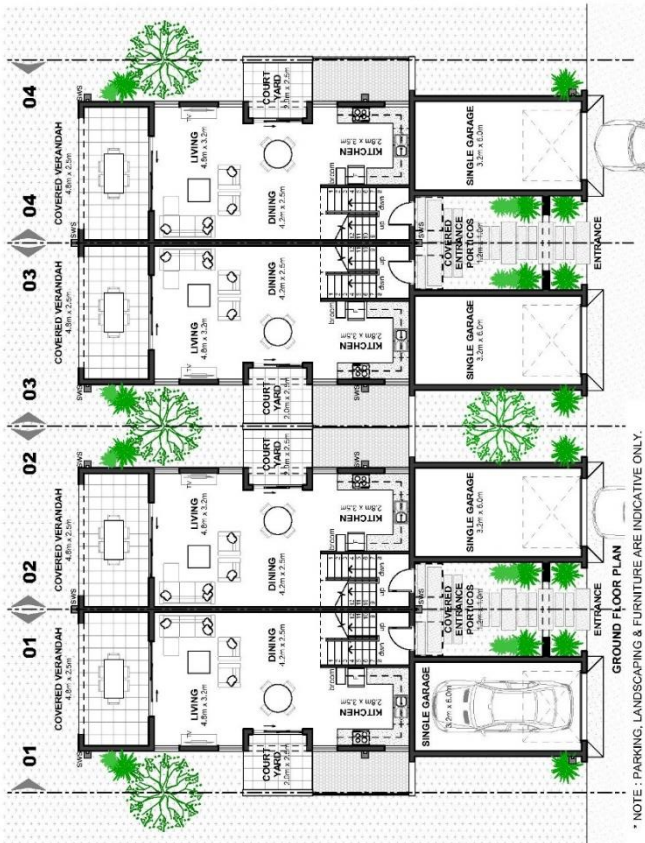
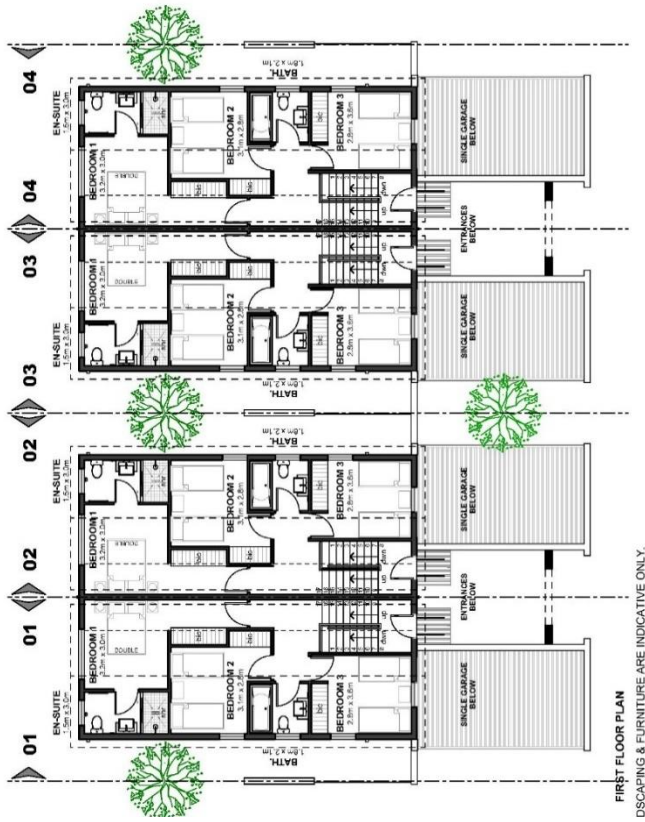
**DOUBLE STOREY UNIT:**  
2 BEDROOMS & 1 LIVING ROOM



SCALE 1:100-A3 DATE 24.10.2018 REV. 21.12.2018 DRAWING No. **0318 D2 001**

# ANNEXURE C

## UNIT TYPE D3



SECTIONAL AREAS	
UNIT SIZE : 47.43m <sup>2</sup> (G) + 55.45m <sup>2</sup> (L)	102.85 m <sup>2</sup>
COVERED VERANDAH :	12.87 m <sup>2</sup>
COVERED ENTRANCE PORTICO :	1.20 m <sup>2</sup>
SINGLE GARAGE :	22.27 m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>139.19 m<sup>2</sup></b>

EXCLUSIVE USE AREAS	
COURT YARD :	5.22 m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>5.22 m<sup>2</sup></b>

<b>TOTAL ALLOCATED AREAS :</b>	<b>144.41 m<sup>2</sup></b>
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**UNIT TYPE**  
**D3**

**KINGS GATE ESTATE**  
ON PORTION 806 (OF 8) OF THE FARM UPPER END OF LANGEFONTEIN No. 980

**DOUBLE STOREY UNIT :**  
3 BEDROOMS & 1 LIVING ROOM  
& 1 GARAGE



SCALE 1:100 - A3 DATE 26.09.2019 REV. 07.10.2019 DRAWING No: 0318 D3 001



# ANNEXURE C

## UNIT TYPE F3 PLUS



**GROUND FLOOR PLAN**

\* NOTE : LANDSCAPING & FURNITURE ARE INDICATIVE ONLY.

SCHEDULE OF AREAS	
<b>SECTIONAL AREAS</b>	
UNIT SIZE :	82,22 m <sup>2</sup>
COVERED VERANDAH :	8,18m <sup>2</sup>
COVERED ENTRANCE PORTICO :	1,44 m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>91,84 m<sup>2</sup></b>
<b>EXCLUSIVE USE AREAS</b>	
COURT YARD :	7,49 m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>7,49 m<sup>2</sup></b>
<b>OTHER AREAS</b>	
UNCOVERED PARKING BAY :	0
CARPET :	13,50 m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>13,50 m<sup>2</sup></b>
<b>TOTAL ALLOCATED AREAS :</b>	<b>112,83 m<sup>2</sup></b>



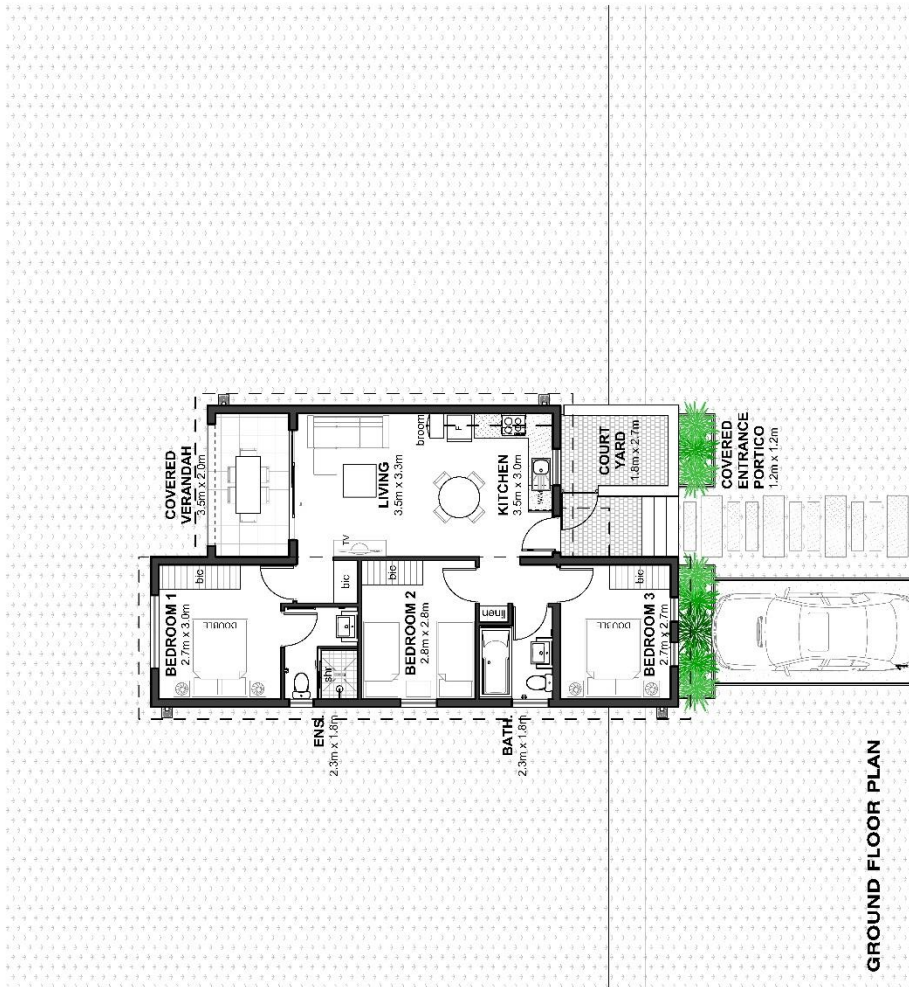
UNIT TYPE  
**F3+**

**KINGS GATE ESTATE**  
ON PORTION 806 (OF 8) OF THE FARM UPPER END OF LANGEFONTEIN No. 980  
DRAWING No: **0318 F3+ 001**



# ANNEXURE C

## UNIT TYPE F3



\* NOTE: PARKING, LANDSCAPING & FURNITURE ARE INDICATIVE ONLY.

SCHEDULE OF AREAS	
<b>SECTIONAL AREAS</b>	
UNIT SIZE :	72.33 m <sup>2</sup>
COVERED VERANDAH :	7.42 m <sup>2</sup>
COVERED ENTRANCE PORTICO :	1.44m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>81.19 m<sup>2</sup></b>
<b>EXCLUSIVE USE AREAS</b>	
COURT YARD :	6.39 m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>6.39 m<sup>2</sup></b>
<b>OTHER AREAS</b>	
UNCOVERED PARKING BAY :	0
CARPET :	13.50 m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>13.50 m<sup>2</sup></b>
<b>TOTAL ALLOCATED AREAS :</b>	<b>101.08 m<sup>2</sup></b>



**UNIT TYPE**  
**F3**

**KINGS GATE ESTATE**  
ON PORTION 806 (OF 8) OF THE FARM UPPER END OF LANGEFONTEIN No. 980

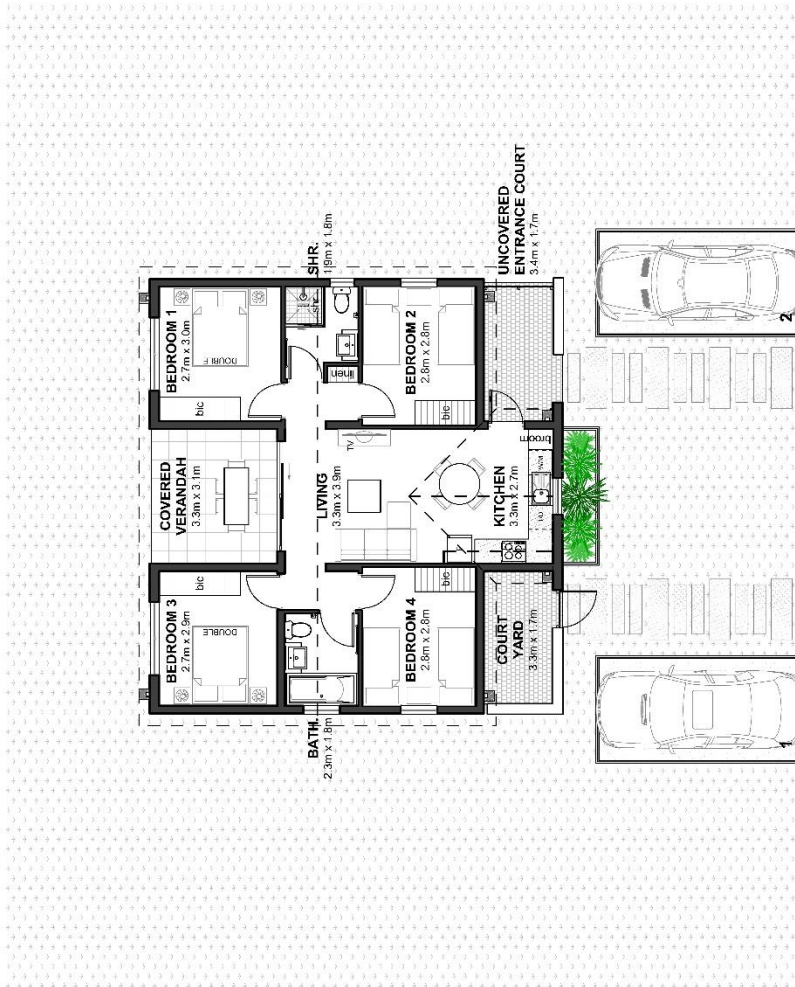
**SINGLE STOREY UNIT:**  
3 BEDROOMS & 1 LIVING ROOM

SCALE 1:100-A3 DATE 15.11.2018 REV. 21.12.2018 DRAWING No. **0318 F3 001**



# ANNEXURE C

## UNIT TYPE F4



**GROUND FLOOR PLAN**

\* NOTE: PARKING, LANDSCAPING & FURNITURE ARE INDICATIVE ONLY.

SCHEDULE OF AREAS	
<b>SECTIONAL AREAS</b>	
UNIT SIZE :	64.00 m <sup>2</sup>
COVERED VERANDAH :	10.20 m <sup>2</sup>
COVERED ENTRANCE PORTICO :	0
<b>SUB TOTAL :</b>	<b>94.20 m<sup>2</sup></b>
<b>EXCLUSIVE USE AREAS</b>	
UNCOVERED ENTRANCE COURT :	6.56 m <sup>2</sup>
COURT YARD :	6.74 m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>13.30 m<sup>2</sup></b>
<b>OTHER AREAS</b>	
UNCOVERED PARKING BAY :	0
CARPET :	13.50 m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>13.50 m<sup>2</sup></b>
<b>TOTAL ALLOCATED AREAS :</b>	<b>121.00 m<sup>2</sup></b>



**UNIT TYPE**  
**F4**

**KINGS GATE ESTATE**  
ON PORTION 806 (OF 8) OF THE FARM UPPER END OF LANGEFONTEIN No. 980

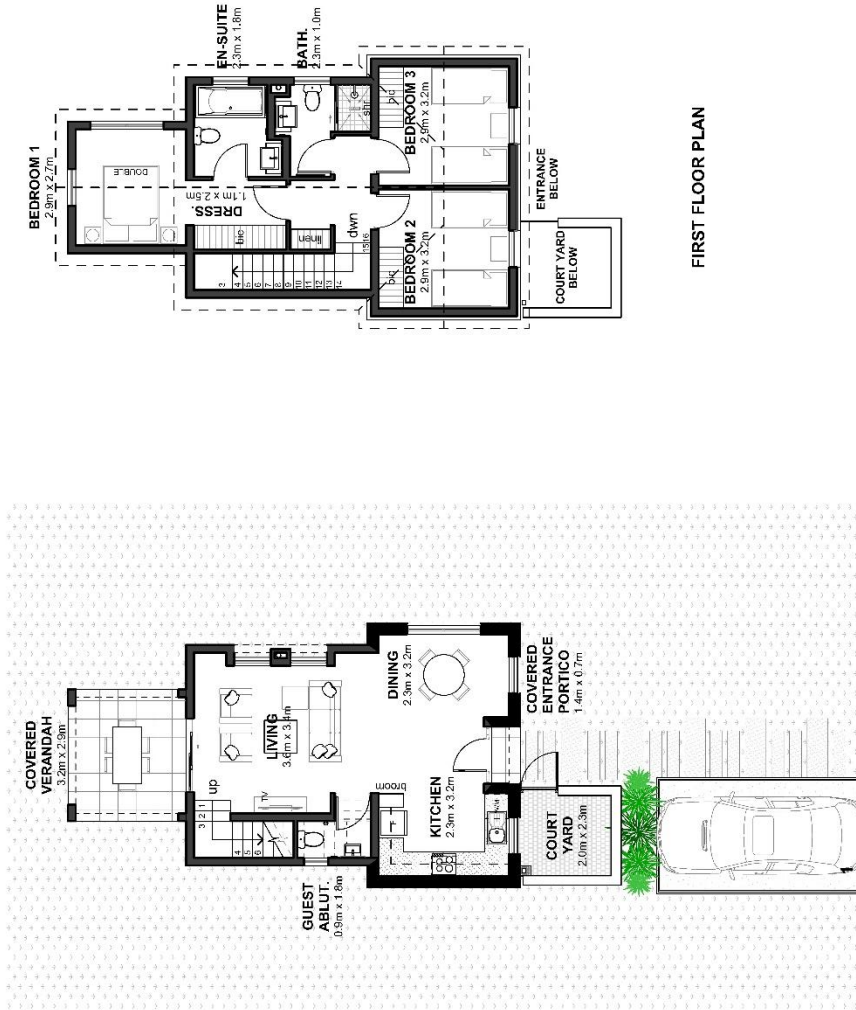
**SINGLE STOREY UNIT:**  
4 BEDROOMS & 1 LIVING ROOM



SCALE 1:100-A3 DATE 15.11.2018 REV. 21.12.2018 DRAWING No. 0318 F4 001

# ANNEXURE C

## UNIT TYPE FD3



SCHEDULE OF AREAS	
<b>SECTIONAL AREAS</b>	
UNIT SIZE : 46.66m <sup>2</sup> (G) + 92.41m <sup>2</sup> (U)	99.06 m <sup>2</sup>
COVERED VERANDAH :	9.37 m <sup>2</sup>
COVERED ENTRANCE PORTICO :	0.98 m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>109.41 m<sup>2</sup></b>
<b>EXCLUSIVE USE AREAS</b>	
COURT YARD :	5.83 m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>5.83 m<sup>2</sup></b>
<b>OTHER AREAS</b>	
UNCOVERED PARKING BAY :	0
CARPET :	13.50 m <sup>2</sup>
<b>SUB TOTAL :</b>	<b>13.50 m<sup>2</sup></b>
<b>TOTAL ALLOCATED AREAS :</b>	<b>128.74 m<sup>2</sup></b>



**UNIT TYPE**  
**FD3**

**KINGS GATE ESTATE**  
ON PORTION 806 (OF 8) OF THE FARM UPPER END OF LANGEFONTEIN No. 980  
SCALE: 1:100 -A3 | DATE: 12.04.2019 | REV. | DRAWING No: 0318 FD3 001

**DOUBLE STOREY UNIT :**  
3 BEDROOMS & 1 LIVING ROOM



# ANNEXURE D

## SCHEDULE OF FINISHES

All building work and materials to be in compliance with N.B.R (National Building Regulations) SANS 10400. All work standards to be in compliance with the NHBRC regulations.

### FOUNDATIONS

- Conventional reinforced concrete strip foundations with cement Maxi-brickwork to engineer's details
- 100mm Mesh reinforced concrete surface beds with plastic underlay and soil poisoned

### STRUCTURE (WHERE APPLICABLE)

- Precast concrete rib-and-block suspended slabs with reinforced concrete in-fill or precast concrete "Eco" slabs all to engineer's detail
- Reinforced concrete framed stairs where applicable

### WALLS

- Cement Maxi brick walls 90mm internally with 190mm party walls and 190mm external walls
- Galvanized steel brick reinforcing and precast concrete lintels over openings
- Nominal floor-to-ceiling height internally of 2.5m

### ROOFS

- Coloured precast concrete roof tiles with matching ridges
- Plastic underlay
- Prefabricated timber roof trusses to engineer's detail on 38 x 76mm treated pine wall plates
- 38 x 38mm Sawn treated pine tiling battens
- Bargeboards – painted – no fascias
- Coloured aluminium gutters and PVC downpipes
- Galvanised steel valley irons
- Acrylic flashings

### DOORS

#### Internal doors

Hollow core flush doors size 813 x 2032mm in galvanized steel frames with pair of 100mm sinkless hinges and with 2-lever mortice lockset with chrome plated handles – undercoat and 2-coats gloss enamel paint

#### Front doors

Meranti framed front doors size 813 x 2,032mm in meranti frames, hung on one pair of 100mm butt hinges and fitted with 3 lever mortice chrome plated lockset – 3-coats clear polyurethane varnish

#### Alternative front doors

Powder coated aluminium framed part glazed door in aluminium frame with flush-butt hinges and cylinder lever lockset - colour to architect choice

### WINDOWS AND SLIDING DOORS

#### Windows

Powder coated aluminium framed windows glazed with clear sheet glass (obscure glass to bathrooms) – pivot type opening out sashes with easy-clean hinges – colour to architect choice

#### Windowsills

Externally - Plastered with projecting moulding – PVA painted to match walls  
Internally – Plastered and PVA painted

#### Sliding doors and frames

Powder coated aluminium framed sliding doors and fixed sidelights glazed with clear laminated or toughened safety glass in accordance with glazing regulations – colour to architect choice

Door thresholds

Screed and ceramic tiles

Shower screens

Aluminium framed clear glass shower screens

**BALUSTRADES**

- To stairs and access corridors - 90mm Maxi brick balustrades plastered and PVA painted
- To stairs - Painted galvanized steel handrail
- To upper-level balconies – Painted galvanized steel balustrades to architect detail

**INTERNAL FINISHES**Walls generally

- Plastered and painted one coat sealer (or filler coat) and two finishing coats of PVA
- Ceramic wall tiles selected from options as presented on sales board with joints grouted
- To bathrooms – to riser wall of baths, 900mm high to side and back walls of baths, 600 x 600mm splashbacks to basins and 1.8m high to walls of shower recesses
- To kitchens – 600mm high above cupboard counter units and 1.8m high to fridge and stove recesses

Ceilings

- At nominally 2.5m above finished floor level
- To upper levels below roof trusses - suspended 9.5mm plasterboard on 38 x 38mm sawn pine support grid and with taped and skimmed joints and painted with two coats of PVA
- To lower levels below concrete - plastered and painted one coat sealer (or filler coat) two finishing coats of PVA to lower level of units under concrete slabs

Floors

- To inside of apartments – Screed and ceramic tiles selected from options as presented on sales board with joints grouted with tile grout
- To outside veranda of apartments – Screed to falls and ceramic tiles selected by developer
- Skirtings - 19 x 40mm Pine skirtings painted undercoat and 2-coats gloss enamel paint

**OUTSIDE COMMON AREAS**

- Walls - Plaster painted with one coat sealer (or filler coat) and two finishing coats of PVA
- Some feature areas of face bricks

**PLUMBING**Hot water

Two-bedroom	Type A2 apartments	150 litre pressure geyser
Three-bedroom	Type A3 apartments	200 litre pressure geyser
Two-bedroom	Duplex units	150 litre pressure geyser with solar panel on roof
Three-bedroom	Duplex units	200 litre pressure geyser with solar panel on roof
Three and four-bedroom		200 litre pressure geyser with solar panel on roof
Simplexes and Freestanding		

- 15mm metered water connection will be provided adjacent to or near to the apartment front door
- Plumbing installation will be done by a licensed plumber and to comply with local authority requirements
- Sanware and brassware – selected from display in sales office
- Hot and cold-water reticulation in PEX or similar water piping and fittings
- PVC waste and vent piping and fittings
- Underground drainage as necessary to comply with municipal regulations
- 15mm hose tap outside each unit (except to Type A2 and A3 apartments)

**ELECTRICAL**Connections

40 Amp single phase electrical connection – pre-paid meter

	Type A2	Type A3	Type D2	Type D3	Type F3	Type F4	Type S3
Ceiling light	5	6	8	9	9	10	9
Ceiling light (bathroom)	1	2	1	1	2	2	2
Bulkhead light point (outside)	1	1	2	2	2	2	2
15-amp plug	4	5	4	5	5	6	5
15-amp double plug	4	5	4	5	5	5	5
Waterproof plug on veranda	1	1	1	1	1	1	1
Stove isolator	0	0	0	0	0	0	0
Geyser isolator	1	1	1	1	1	1	1
Data point	1	1	1	1	1	1	1
T V Aerial point	1	1	1	1	1	1	1
Single phase distribution board	1	1	1	1	1	1	1

Generally

- Reticulation to comply with municipal supply authority
- Central TV satellite dish will be provided on the Estate (connection fee to central TV satellite dish; monthly subscriptions for owners account)
- Free-standing 3-plate plug-in stove installed in recess between kitchen cupboards

**CUPBOARDS**Kitchen cupboards

- Carcass, shelves, and doors of white melamine or similar with matching edge strips with drawer runners, chrome plated steel offset hinges and handles
- Post formed Formica worktops as per samples at Sales office
- Space will be left under counter for single appliance and the necessary plumbing will be provided

Bedroom cupboards

- Carcass, shelves, and doors of white melamine or similar with matching edge strips with chrome plated steel offset hinges, handles and aluminium hanging rails (two-thirds hanging and one-third shelves)

**AIR-CONDITIONING**

No provision for any air-conditioning

**SUNDRIES**

A retractable wash line will be provided on the balconies of each apartment (Apartments A2 & A3)

**ROADS AND PAVING AND RETAINING STRUCTURES**Roads and parking generally

- Roads of 30mm Asphalt on layerworks as required by the engineer with Fig-6 concrete kerbs to one side only
- Covered parking spaces of 25mm Asphalt on layerworks as required by the engineer and with carport to architect's detail
- Open parking spaces of precast concrete grassed blocks on layerworks as required by the engineer

Roads in feature areas at intersections

- Precast concrete cobble paving on sand bed on layerworks as required by the engineer with Fig-6 concrete kerbs to one side only

Sidewalks and pathways

- Generally, of 20mm Asphalt on layerworks as required by the engineer
- Feature areas as required by the architect of precast concrete pavers on sand bed on compacted in-situ material as required by the engineer

Retaining structures

Very nominal precast concrete dry-stack retaining structures as necessary planted with appropriate ground covers as required by the engineer

**BOUNDARY WALLING AND FENCING**

- 100m Along Fischer Road and Ngweni Road corner – 1.8m High concrete block boundary wall with 6-strand electrification all to architect detail
- Remainder of site perimeter – “Clearvu” or similar steel fencing 1.8m high with 600mm high post-extensions with 6-strand electrification with underdig

**LANDSCAPING AND PLANTING**

- All level and gently sloping areas to be grassed with runners with limited areas of instant turf
- Banks to have approved ground covers
- Indigenous trees, shrubs planted as directed by landscaping specialist
- All planted areas are to be maintained for 3 months after handover of the planted spaces to the Body Corporate including regular mowing and weeding as necessary



# ANNEXURE E

## APPLICATION FOR MEMBERSHIP OF KINGS GATE ESTATE BODY CORPORATE

I / We (full names): \_\_\_\_\_ ("The PURCHASER")

Of (address): \_\_\_\_\_  
\_\_\_\_\_

Do hereby –

1. Apply for membership of the KINGS GATE ESTATE BODY CORPORATE with effect from the registration of transfer of the abovementioned property into my/our name(s).
2. Agree to be bound by all the terms and conditions of the aforesaid BODY CORPORATES registered Articles of Association, House/Conduct Rules, Environmental Management Plan, Architectural and Landscaping Guidelines, together with the Contractors Accreditation Agreement.
3. Confirm that I am/we are fully aware of the provisions of the aforementioned Articles of Association, House/Conduct Rules, Environmental Management Plan, Architectural and Landscaping Guidelines, together with the Contractors Accreditation Agreement, specifically dealing with injury to any person and damage or loss to any property arising from any act or omission by or on behalf of the Body Corporate and hereby accept full responsibility for and indemnify the Body Corporate, its Employees, Agents and Lawful Invitees against any claim arising therefrom.
4. Undertake to ensure that no plans or designs are submitted to the relevant authorities without receiving the prior approval of the BODY CORPORATES designated Architect and/or the BODY CORPORATE.
5. And by my/our signature hereto, confirm receipt of a copy of the House/Conduct Rules.

SIGNED by the PURCHASER at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**PURCHASER**

UNIT NO

# ANNEXURE F

## KINGS GATE ESTATE CLIENT MANDATE TO DEPOSIT FUNDS IN TERMS OF SECTION 86(4) OF THE LEGAL PRACTICE ACT 28 OF 2014 ("the ACT")

I / We (full names): \_\_\_\_\_ ("The PURCHASER")

Of (address): \_\_\_\_\_

\_\_\_\_\_

hereby authorise and empower Mkhize Miya Attorneys Inc. to deposit funds in terms of Section 86(4) of the Act on my behalf in an interest-bearing account. Interest accrued on money deposited in terms of this section must be paid over to me: Provided that 5% of the interest accrued on money deposited must be paid over to the Legal Practitioners Fidelity Fund and vests in the Fund in terms of section 86(5) of the Act:

### ACKNOWLEDGEMENT

I acknowledge Mkhize Miya Attorneys Inc. has not furnished me with any recommendations, guidance, or proposal of a financial nature in respect of such investment. Mkhize Miya Attorneys Inc. shall be entitled to an administration fee of 6% of the interest earned on the investment inclusive of VAT.

### ELECTRONIC TRANSMISSION – WAIVER AND INDEMNITY

I hereby authorise Mkhize Miya Attorneys Inc. to act on my behalf on instructions transmitted by me by means of email message (referred to herein as "electronic transmission"). I acknowledge that Mkhize Miya Attorneys Inc. cannot determine the authenticity of any message received by way of electronic transmission nor establish the source from which it emanates. I agree to be bound by the terms of the instruction received by Mkhize Miya Attorneys Inc. by way of electronic transmission notwithstanding that such instruction differ inform from that sent by me. I hereby waive any claim or any rights which I may have against Mkhize Miya Attorneys Inc. arising out of any losses I may suffer consequent upon Mkhize Miya Attorneys Inc. acting upon any electronic transmission purporting to emanate from me or by reason of its failure to act upon any electronic transmission if it is not satisfied that such electronic transmission does emanate from me. I hereby indemnify Mkhize Miya Attorneys Inc. and hold it harmless in respect of any claims made against it arising from its acting upon such electronic transmission or failing to act upon such electronic transmission as aforesaid.

SIGNED by the PURCHASER at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**PURCHASER**