



PROPERTY SALES AGREEMENT

FOR

SECTIONAL TITLE UNITS

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COVERING SCHEDULE

1. SELLER:

Calgro M3 Developments limited, Registration Number 1996/017246/06, a limited liability company (herein represented byhe/she being duly authorized hereto)

2. PURCHASER(S):

Full Name: _____

Identity/Registration Number: _____

Full Name: _____

Identity/Registration Number: _____

Postal Address: _____

Telephone No(s): Home: _____

Cell: _____

Office: _____

Fax: _____

Physical Address: _____

(which shall be the PURCHASER'S chosen *domicilium citandi et executandi* for purposes of this Agreement)

Marital Status:

Married in/out of community of property/by Islamic rights/marriage governed by laws of another country (state which country)/divorced

Full name of spouse : _____

(if married in community of property or by law of foreign country)

Spouse's Identity No: _____

(if married in community of property or by law of foreign country)

Occupation: _____

3. DEVELOPER/CONTRACTOR:

CALGRO M3 DEVELOPMENTS LTD, Reg No.1996/017246/07:

4. PROPERTY:

4.1 SECTION NUMBER: _____

4.2 EXTENT OF SECTION _____ m²,

4.3 LEVEL ON WHICH SECTION IS SITUATED: Ground / First Floor / Second Floor / Third Floor

4.3 PLAN CODE: _____

4.5 EXCLUSIVE USE AREA/S **There are no exclusive use areas**

4.6 NAME OF SECTIONAL TITLE SCHEME SUNSET VILLAGE SOUTH

4.7 BUILDING NUMBER _____

4.6 TOWNSHIP: Pocket 8B (Phase 1) Erf 3833 of 2844, Scottsdene

5. DEPOSIT: R _____ (_____

6. **PURCHASE PRICE:** _____ Rand)
6.1 Basic unit R _____ (_____ Rand) VAT inclusive.
6.2 Improvement/s R _____ (_____ Rand) VAT inclusive.
6.3 Total Purchase Price R _____ (_____ Rand) VAT inclusive.

7. **LOAN FINANCE:**

7.1 Loan Finance required: ☐ YES ☐ NO
7.2 Amount of Bond: R _____ (_____
_____ Rand)

8. **SELLING AGENT:**

9. **BOND ORIGINATOR:**

Betterbond

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

WITNESS _____

PURCHASER: _____

(If signing on behalf of a company, close corporation or trust, I warrant that I am duly authorized to sign this Agreement).

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

WITNESS _____

PURCHASER: _____

(If signing on behalf of a company, close corporation or trust, I warrant that I am duly authorized to sign this Agreement).

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

WITNESS _____

SELLER: _____

(warranting that he/she is authorized to do so)

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

DEVELOPER: _____

PROPERTY SALES AGREEMENT

1. RECORDAL

- 1.1.1 The Developer will undertake all matters in relation to the development of the property, including but not limited to infrastructural improvement, services, sales, reticulation and construction and final distribution of sales proceeds.
- 1.1.2 The DEVELOPER has erected and completed a sectional title development comprising, and intends to apply, in terms of the provisions of the Sectional Titles Act, No 95 of 1986, or any amendment thereof, for the opening of a sectional title register in respect of the aforementioned development;

2. SALE

- 2.1 Subject to and in accordance with the provisions hereof and all conditions of sale, the SELLER hereby sells, and the PURCHASER purchases the Property as described in clause 4 of the covering schedule above together with the undivided share in the common property as per the registered Sectional Title Plans of the Scheme.
- 2.2 The Section shall be situated substantially in the position indicated on the Site Plan and is to be built in accordance with the Plan.
- 2.3 The PURCHASER agrees that he shall not be entitled to amend or procure any amendments to the Plan.
- 2.4 The PURCHASER agrees that the precise area, boundaries and description of the Section shall be as is depicted and shown on the sectional plan and as finally determined and approved by the Surveyor-General 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 clause 4.2 of the covering schedule above.
- 2.5 It is recorded for purposes of this agreement that the PURCHASER acknowledges that the section he has purchased, and which is recorded above/before was **adequately presented to him in respect of location, floor and size**. The PURCHASER furthermore acknowledges that the DEVELOPER, for purposes of effective construction, may allocate another similar section, once a bond has been granted in terms of clause 7 of the covering schedule which the PURCHASER may or may not accept. It is recorded that notice of such new allocation will be reduced to writing and forwarded to PURCHASER in terms of this agreement.

3. LEVY

- 3.1 It is recorded and acknowledged by the PURCHASER that ownership shall attract levies, payable as follows:
- 3.2 A monthly sectional title scheme related levy due to the trustees of the SUNSET VILLAGE Body Corporate and which amount becomes payable by the PURCHASER to the Body Corporate of the Scheme, in accordance with the provisions of the Act. This amount is subject to change/increase from time to time. This levy typically deals with issues such as maintenance, communal utilities consumption and body corporate and trustee affairs. **The Estimated levy amount is R 750.00 (seven hundred and fifty Rands) and is subject to change upon written notification to the Purchaser.**

4. DATE OF POSSESSION AND VACANT OCCUPATION.

- 4.1 Possession and vacant occupation of the property shall be given by the SELLER to the PURCHASER and taken by the PURCHASER on date of registration of the property into his/her name, from which date the risk and loss shall pass to the PURCHASER and from which date the PURCHASER shall be liable for payment of all rates, taxes, levies and water and electricity and any other charges payable in respect of the property, and which date is estimated to be 6 months from date of all suspensive conditions having been fulfilled. It is recorded and agreed that the SELLER may, in his discretion, extend the date of fulfilment of the suspensive conditions, provided it is done in writing.
- 4.2 Should the PURCHASER take occupation before the date mentioned above in clause 4.1 above, the PURCHASER shall pay the DEVELOPER an occupational rent, calculated at 1% of the purchase price, payable monthly in advance.

5. UNDERTAKING IN TERMS OF GUARANTEE

- 5.1 The purchase price is the sum specified in clause 6.3 of the covering schedule.
- 5.2 The Purchaser(s) shall, pending registration of transfer of the Property into his/her/ their name, and within 30 days of obtaining the mortgage loan referred to in clause 7 of the covering schedule, pay the deposit as referred to in clause 5 of the Schedule, into the

trust bank account of the Attorneys and whom shall invest the said amount in an interest bearing account with their chosen banking institution. The whole deposit amount shall be paid out to the Developer and the interest thereon to the Purchaser(s) after the Property is registered in the Purchaser(s).

- 5.3 In the event that this transaction is cancelled by the Purchaser/s after all suspensive conditions have been fulfilled but before registration occurs, for any reason whatsoever other than it being due to the breach of the terms of this Agreement by the Seller or Developer, the Purchaser(s), by his/her/their signature to this offer, agrees to pay an administrative fee of R 5 000.00 (FIVE THOUSAND RAND) to the Developer and Attorneys in lieu of the wasted cost/s for the Developer and services rendered by the Attorneys with regard to and following this Agreement and the administration of the deposit amount. The Attorneys are herewith authorized to deduct this amount from the deposit referred to in clause 5.2 above. This fee shall be distributed equally between the Developer and the Attorney.
- 5.4 Within 30 (thirty) days of the Purchaser(s) obtaining the mortgage loan referred to in clause 5.2, the Purchaser(s) shall either, furnish the Attorneys with an acceptable bank guarantee, payable to the Attorneys for the credit of the Developer, for an amount equal to the full Purchase Price (or the balance outstanding if a deposit was paid), the contents of the guarantee which shall be to the satisfaction of the Developer in its sole discretion, or deposit the full Purchase Price (or the balance outstanding if a deposit was paid) with the said Attorneys on trust and in which event the said amount will be invested in an interest bearing account, the interest being to the benefit of the Purchaser(s).
- 5.5 With his/her/their signature(s) hereto the Purchaser(s) authorize(s) the Attorneys to invest the funds held by them in trust on an interest-bearing account with a financial institution in terms of Section 78(2A) of the Attorneys Act.
- 5.6 Payment of the Purchase Price shall be made by the Purchaser(s) to the Developer in terms of the provisions of the mortgage loan and shall be paid in cash, in full, on the Date of Registration.
- 5.7 Should the Purchaser wish to pay in Cash, the purchase price shall be payable to the Attorneys 14 working days prior to the date of registration of transfer of the property into the name of the PURCHASER

6. SUSPENSIVE CONDITIONS

- 6.1 This sale is suspensive conditional upon the PURCHASER obtaining approval in principle of a loan upon the security of a first mortgage bond to be passed over the property hereby sold from a Bank or other recognised financial institution at prevailing bank rates and terms in the amount of no less than the amount stipulated in clause 7 of the covering schedule as per the time allowed therein or any extension of time granted in writing to the PURCHASER by the SELLER. The PURCHASER shall deliver a bank or building society guarantee in this amount in a form acceptable to the attorneys to them within fourteen (14) days after the finance/loan or bond had been approved.
- 6.2 The PURCHASER undertakes to take all reasonable steps, which might be required in this regard, and without detracting from the days of date hereof, to affect the loan described above.
- 6.3 This Contract is further subject to and conditional upon:
- 6.3.1 The Plan and Site Plan being approved of by the relevant local authority.
- 6.3.2 The DEVELOPER, through its Contractor or otherwise, obtaining all necessary legal, procedural and environmental approval to develop the township and the scheme.
- 6.3.3 The DEVELOPER obtaining all necessary financial capital requirements at terms they deem acceptable to undertake all services, infrastructural and construction development to affect the township and Scheme as mentioned in clauses 6.3.1 and 6.3.2 above.
- 6.4 This Agreement of Sale is subject to all conditions and servitudes contained in or referred to in the Title Deed, to all limitations of use laid down by statutory authority and to all conditions of any applicable town planning scheme.
- 6.5 It is further recorded that the DEVELOPER may, at any time, in writing and in its own discretion, waive clause 6.3 and/or 6.4 prior to the date stipulated therein.

- 6.6 It is recorded that should any of the aforesaid conditions not be met timeously, this Agreement of Sale shall lapse and be of no further force and effect between the parties.

7. OTHER CONDITIONS & SERVITUDES

- 7.1 The DEVELOPER reserves fully the right to do future subdivision of the overall land and/or the sectional title scheme, and it is recorded that should this requirement be deemed necessary by the DEVELOPER that the PURCHASER hereby fully consent to such further subdivision.
- 7.2 The DEVELOPER reserves the right to extend the Scheme referred to in clause 1.1.2 in terms of Section 25 of the act, for a 99-year period.
- 7.3 The PURCHASER shall be obliged to comply at the PURCHASER's own cost strictly and punctually with all acts, ordinances, regulations, laws and by-laws and other enactments which may apply, to the property or may hereinafter be made applicable. The PURCHASER acknowledges that he is fully acquainted with the aforesaid conditions, servitudes, limitations, acts, ordinances, regulations, laws, by-laws and other enactments.
- 7.4 The CONTRACTOR/DEVELOPER shall not be liable to indicate the boundaries of the property, nor liable for any damage resulting from an incorrect indication.
- 7.5 The PURCHASER acknowledges that he is aware that the sale of the property is subject to any servitudes and conditions contained in the conditions of establishment of the said township and the applicable sectional title scheme and/or as shown on the General Plan of the township.

8. FEES

On condition of the appointed attorneys attending to both the transfer and the bond registration of the property into the PURCHASER's name, the DEVELOPER shall be liable and on demand pay the transfer fee and the bond registration fee. All inspection fees, valuation fees and revenue stamps on securities of the Bank/Financial Institution, and all other costs of and incidental to the transfer and registration of the bond over the property, if any, are for the cost of the PURCHASER.

9. RELAXATION

No indulgence which the CONTRACTOR/DEVELOPER or anyone acting on the CONTRACTOR/DEVELOPER's behalf, may show the PURCHASER and more particularly no leniency or extension of time granted by the CONTRACTOR/DEVELOPER or anyone on the CONTRACTOR/DEVELOPER's behalf, expressly or impliedly, for any payment by the PURCHASER of any amount under this agreement or for the performance by him of any other obligation in terms of this Agreement, shall in any way prejudice the CONTRACTOR/DEVELOPER's rights under this agreement or be construed as a novation or waiver of the CONTRACTOR/DEVELOPER's rights. No alterations or additions to this agreement shall be of any force and effect whatsoever unless the same be endorsed hereon and signed by all the parties hereto.

10. WHOLE AGREEMENT

It is recorded that this Agreement along with all Annexures attached thereto and other process documentation constitute the entire contract between the parties and the CONTRACTOR/DEVELOPER or anyone seemingly acting on the CONTRACTOR/DEVELOPER's behalf, save insofar as herein contained, did not make any prior statements or representations, nor gave any guarantees or warranties, either verbally or in writing, or said or suggested anything, or failed to speak, which influenced the PURCHASER or induced the PURCHASER to enter into this Agreement, and that this agreement was entered into by the PURCHASER out of his own free will after having satisfied himself fully of the implications of this Agreement and any circumstances or matter that may be relevant.

11. TRANSFER

- 11.1 The PURCHASER shall upon demand by the DEVELOPER's Attorneys, sign all the transfer and bond documents (if applicable) in connection with the transfer of the property into his name. Transfer of the property into the name of the PURCHASER shall be attended to by the DEVELOPER's Attorneys.

11.2 It is recorded that the Conveyancing and the Bond Registration Attorneys shall be Barnards Inc. of Kempton Park, Gauteng.

12. BREACH

- 12.1 If the PURCHASER fails to comply punctually with any of his obligations in terms of this agreement, the CONTRACTOR/DEVELOPER shall be entitled after notice as set out hereunder, to claim specific performance from the PURCHASER, or in the alternative, cancel the agreement by giving the PURCHASER written notice thereof, which cancellation shall be effective from the date on which it is posted.
- 12.2 In the event of cancellation for whatever reason, the PURCHASER shall forfeit to the CONTRACTOR/DEVELOPER all moneys paid in terms of this agreement, including any amount paid to the transferring Attorneys or other instance in trust, or invested as security for the purchase price, as roukoop or liquidated damages without prejudice to his rights to claim further damages.
- 12.3 It is agreed that should the PURCHASER cancel the transaction once the suspensive condition in clause 6 has been uplifted, that the PURCHASER then shall pay to the CONTRACTOR/DEVELOPER on demand, as an agreed penalty, an administration fee of R 7 500 as well as attorney and agent commission fees.
- 12.4 In the event of a deposit as per clause 5 of the covering schedule having been paid, then the attorney into whose trust account the deposit was paid, is hereby authorised to immediately disburse this penalty amount to the CONTRACTOR/DEVELOPER from this amount.
- 12.5 Alternatively, the affected parties shall be entitled to claim damage from the PURCHASER instead of the abovementioned liquidated damages.
- 12.6 The affected parties' claim for specific performance shall not prejudice his claim against the PURCHASER for damages.
- 12.7 The DEVELOPER shall not be entitled to exercise his rights in terms of the afore mentioned clauses, unless 7 (seven) days have lapsed after posting of a written notice by the DEVELOPER to the PURCHASER to remedy such breach, and the PURCHASER remained in default.

13. COMMISSION

The DEVELOPER shall pay the estate agent's commission in terms of the marketing mandate between the DEVELOPER and the estate agent.

14. DOMICILIUM CITANDI ET EXECUTANDI

The parties choose the addresses recorded in Annexure 1 attached hereto as their respective *domicilium citandi et executandi*, where they shall receive notices in terms of this agreement.

15. BODY CORPORATE

- 15.1 It is recorded that the *domicilium citandi et executandi* of the Body Corporate is **Calgro M3 Building, Bollywood's Office Park, 33 Ballyclare Drive, Bryanston, Sandton** and where a copy of the **Management Rules, the Rules of Conduct and plans of the scheme** may be inspected.
- 15.2 The PURCHASER acknowledges that he is aware that he shall automatically, upon registration of the property onto his name, become a member of the Body Corporate and be bound by all its Rules of Conduct and that he shall remain a member of the Body Corporate until he ceases to be the owner of the property.
- 15.3 The PURCHASER further acknowledges that he has been made fully aware that he is, from the date of registration mentioned above, responsible for his pro-rata contribution to the Body Corporate, and that the indicated amount in clause 3 may change depending on the actual expenses of the Body Corporate and that the SELLER/CONTRACTOR/DEVELOPER will not in any way be held accountable should this amount vary.
- 15.4 It is recorded that a Levy Initiation Fee of R1 200 (One Thousand Eight Hundred Rand) will be paid by the DEVELOPER into the bank account of the Body Corporate upon occupation of the unit. This fee will be used to ensure initial financial impetus and operating ability for the Body Corporate and will be a contribution from the developer to the first three months of levies.

15.5 It is noted that the DEVELOPER shall form an interim Body Corporate and which Body Corporate shall be tasked with the running and management of the affairs of the Body Corporate.

15.6 It is agreed that the DEVELOPER shall further appoint a managing agent from date of formation of the Body Corporate, and which managing agent shall, subject to service delivery in accordance with applicable guidelines and regulations, and of an acceptable level, be appointed for a period of 24 (Twenty-Four) months from formation.

16. COOLING OFF PERIOD

16.1 If Section 29A of the Alienation of Land Act No 68 of 1981 applies to this agreement the PURCHASER has the right to terminate this deed by written notice delivered to the SELLER within 5 (five) days after acceptance hereof. Such 5-day period is calculated with the exclusive of the day on which this was signed by the PURCHASER and of any Saturday, Sunday or public holiday.

16.2 Such notice shall have no effect unless signed by the PURCHASER or his agent, refers to this Agreement as the agreement being terminated, and is unconditional. The PURCHASER by his signature hereto acknowledged having read and being fully acquainted with all the material provisions hereof and that the meaning and consequences hereof have been explained to him.

16.3 If there is more than one PURCHASER, all PURCHASERS will jointly and severally *in solidum* be liable for due fulfilment of the PURCHASER's liabilities and duties in terms hereof.

17. SNAGS, DEFECTS AND OCCUPATION

17.1 The PURCHASER shall be afforded the opportunity to record patent defects (snags) before occupation of the unit.

17.2 The PURCHASER shall be afforded 7 (seven) days after inspection when called upon to do so by the DEVELOPER, to complete a snag list in writing and deliver said list to the CONTRACTOR/DEVELOPER.

17.3 The CONTRACTOR/DEVELOPER undertakes to rectify all such defects within 30 days. Should the PURCHASER fail to supply the CONTRACTOR/DEVELOPER with a list of defects after having been called upon to do so, it shall be accepted that there are no snags/patent defects.

17.4 Upon these snags having been attended to, or in the case of there being no snags as per clause 17.1, the PURCHASER shall be expected to sign off the letter of satisfaction and completion, which would enable the property to be registered into the name of the PURCHASER.

17.5 The PURCHASER will be allowed an additional 90 days from registration to indicate any latent defects which will be attended to by the CONTRACTOR/DEVELOPER.

17.6 Should the PURCHASER fail to supply the CONTRACTOR/DEVELOPER with a list of latent defects within 7 (seven) days of the date stipulated in clause 17.5 above, then it shall be agreed that there are no latent defects and that the CONTRACTOR/DEVELOPER is absolved from further performance in this regard.

17.7 Occupation of the unit shall generally be given by the CONTRACTOR/DEVELOPER to the PURCHASER once all the requisite documentation, which would enable the CONTRACTOR/DEVELOPER to register the section into the name of the PURCHASER and obtain full and final payment, is signed and actual full and final payment has been made by the relevant financial institution and received by the CONTRACTOR/DEVELOPER.

17.8 It is agreed that the PURCHASER shall not unreasonably withhold or delay the process of signing the snags and the handover documents.

18. CONSUMER PROTECTION ACT

- 18.1 It is recorded that the CONTRACTOR/DEVELOPER is a “producer” as defined in the CPA and that the Property is sold with an “implied warranty of quality” as provided for in Section 56 of the CPA being a warranty that the Property complies with the requirements and standards contemplated in Section 55 of the CPA which Section 55 provides that the PURCHASER has a right to receive the Property on the basis that –
- 18.2 It will be reasonably suitable for the purposes for which it is generally intended;
- 18.3 It is of good quality, in good working order and free of any defects;
- 18.4 It will be useable and durable for a reasonable period, having regard to the use to which the Property would normally be put and to all the surrounding circumstances of its supply,
- 18.5 Except to the extent that the Buildings have been altered after having left the control of the CONTRACTOR/DEVELOPER.
- 18.6 It is however (as provided for in Section 55(6) of the CPA) recorded that –
- 18.7 The PURCHASER agrees to accept the Property as it stands provided that the Buildings are erected in a workmanlike fashion and substantially in terms of the attached plans and specifications. (PURCHASER to initial next to this provision as proof that the PURCHASER has assented to this provision and that the PURCHASER acknowledges the notice and his awareness of risk and acceptance of the provision.);
- 18.8 In the event of a dispute as to whether the Buildings shall have been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications, the matter shall be referred to an independent architect agreed upon by the parties (or, if they cannot within three days agree, by the President of the Institute of Architects for the Gauteng Province), which the architect, acting as an expert and not an arbitrator, shall determine whether the Buildings have been erected in a workmanlike fashion and substantially in terms of attached plans and specifications, and if he determines that same is not the case, the CONTRACTOR/DEVELOPER shall do everything required by the architect until the architect is satisfied that the Buildings have been erected in a workmanlike fashion and substantially in terms of attached plans and specifications, the PURCHASER shall pay his costs or otherwise his costs shall be paid by the CONTRACTOR/DEVELOPER.
- 18.9 It is further noted by the parties that this agreement was not concluded as a result of direct marketing as defined in terms of the CPA, and that the PURCHASER will therefore not be entitled to the rights afforded in terms of Section 16 of the CPA.

19. RESALE AND FURTHER BONDS

The parties herewith record the following:

- 19.1 In terms of this Agreement the CONTRACTOR/DEVELOPER shall erect a dwelling for and on behalf of the PURCHASER (s) on the Property.
- 19.2 To facilitate the erection of a Dwelling and sale thereof to the PURCHASER/S the PURCHASER shall obtain a loan from a Financial Institution.
- 19.3 As security for the due compliance by the PURCHASER of his/her/their obligations in terms of this Agreement, the PURCHASER herewith agree and undertake not to alienate, dispose of or encumber the Property in any manner whatsoever or cancel, cede, substitute or dispose of the initial bond obtained by the PURCHASER in respect of the Property. The PURCHASER furthermore agree to the inclusion of a condition to this effect in the title deed of the Property, should the CONTRACTOR/DEVELOPER deem such inclusion necessary.

20. CONTINUOUS SALES AND MARKETING

- 20.1 The Contractor shall be allowed to continue marketing and selling the property until all sections have successfully been transferred to Purchasers.
- 20.2 It is agreed that the Purchaser/s may in no way harm this process and will agree to the fair utilisation of the property and/or common property in this regard.

DECLARATION BY PURCHASER

1. The PURCHASER herewith acknowledges and confirms that he/she/they have read the contents of the covering schedule and this agreement of Sale and fully understand the contents thereof.
2. I/We herewith furthermore confirm that the position of the Property has been pointed out to me/us by the CONTRACTOR/DEVELOPER and I/we am/are fully aware of the dimensions and shape of the Property;
3. The PURCHASER(S), hereby agree to comply with and be bound by the terms and conditions of the Property Sale and Construction Agreement, attached hereto, all of which he acknowledges as having been read and understood and to which effect he now willingly applies his signature(s) to for ease of reference.
4. Suretyship

The PURCHASER/s is/are assisted herein insofar as may be necessary or required by his/her/their spouse/s who binds her/himself/themselves to the he / she / they as surety/ies and co-principal debtor/s, hereby renouncing the benefits of division, excussion and cession of action.

THUS DONE AND SIGNED by the **PURCHASER** at _____ on this _____ day of _____ 20____.

1.	_____	_____
	AS WITNESS:	PURCHASER:
2.	_____	_____
	AS WITNESS:	PURCHASER:

THUS, DONE AND SIGNED by the **SELLER** at _____ on this _____ day of _____ 20____.

AS WITNESSES:

1.	_____	_____
	AS WITNESS:	SELLER:
2.	_____	_____
	AS WITNESS:	SELLER:



ANNEXURE 1 - SCHEDULE OF FINISHES

_CALGRO M3 DEVELOPMENTS
SPECIFICATION DOCUMENT FOR
SITE: FLISP UNITS , SCOTSDENE, CAPE TOWN
PROJECT: Multi Storey Blocks (walk-ups)

NOTE: ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH THE NATIONAL BUILDING REGULATIONS **SANS 10400** AS WELL AS THE MINIMUM SPECIFICATIONS STIPULATED BY THE NHBRC AND THE REQUIREMENTS SET BY THE LOCAL GOVERNMENT DEPARTMENT OF HOUSING

RELEVANT LEGISLATION TO BE ADHERED TO DURING EXECUTION OF WORKS

The Contractor is to note that during the execution of the work the responsibility for compliance with the following legislation is imperative and is the Contractor's responsibility:

- Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965)
- Environmental Conservation Act, 1989 (Act 73 of 1989)
- Occupational Health and Safety Act, 1993 (Act 85 of 1993)
- National Building Regulations and Standards Act, 1996 (Act 29 of 1996)
- Consumer Protection Measures Act, 1998 (Act 95 of 1998)
- Electricity Act, 1996 (Act 88 of 1996)
- National Energy Act 2008
- National Water Act, 1998 (Act 36 of 1998)
- National Environmental Management Act, 1998 (Act 107 of 1998)
- Post Office Act, 1998 (Act 124 of 1998) (telephone installations)
- National Heritage Resources Act, 1999 (Act 25 of 1999)
- Fire Brigade Services Act, 2000 (Act 14 of 2000)
- Local Government Ordinance 1939 (Ordinance 17 of 1939)
- The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises" and the Regulations of the local Gas Board, where applicable.
- Land Use Planning Ordinance No 15 1985
- Town Planning and Township Ordinance No 15 1985
- Black Communities Act 4 of 1984
- Development Facilitation Act
- Township Ordinance 9 of 1969
- Any relevant and applicable Town Planning Scheme as per Local Authority requirements

The Developer shall not be party to or take responsibility for any contravention of the above Acts by the Contractor because of the execution of this Contract.

NOTE: THE DEVELOPER RESERVES THE RIGHT TO CHANGE OR ALTER THE SPECIFICATIONS AT ANY TIME.

NOTE: ALL MATERIALS HEREIN SPECIFIED ARE SUBJECT TO AVAILABILITY. WHERE ANY MATERIALS ARE NOT READILY AVAILABLE, THE DEVELOPER SHALL HAVE THE RIGHT TO USE THE NEAREST SIMILAR MATERIAL.

NOTE: SHOULD ANY OF THE ABOVE-MENTIONED REGULATIONS CHANGE AT ANY GIVEN STAGE, THE COST INCURRED WILL BE TO THE CLIENT'S ACCOUNT

NOTE: ALL PLANS TO BE SUBJECT TO THE URBAN DESIGN FRAMEWORK BUT IN THE EVENT OF A CONTRADICTION, THIS SPECIFICATION SUPERSEDES THE PLAN.

NOTE: ALL IMPRESSIONS USED FOR MARKETING PURPOSES ARE ARTIST IMPRESSIONS ARE NOT NECESSARILY REPRESENTATIVE OF THE EXACT COLOURS OR QUANTITIES REQUIRED.

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1. GENERAL

- a. All materials and workmanship to comply with the SABS 0400, SANS 10400 and the NHBC Home Building Manual.
- b. This specification document is for stable founding material and sloping ground where a typical foundation wall does not exceed 700mm.

2. SITE CLEARANCE AND LEVELLING

- a. Refer to Part F of SABS 0400 and SANS 10400.
- b. Clear the site for an area extending 1.0m beyond the building perimeter of all refuse and identified vegetation.
- c. Top soil shall be separated and kept on site to use in site scaping.
- d. Disturbed ground shall be compacted.
- e. The site should be shaped so that no water ponds within 1.5m of the building perimeter.
- f. On completion, the site shall be free of any building rubble and excess topsoil shall be spread evenly over the site before final handover.
- g. The site shall be levelled in accordance with the landscaping plan.
- h. The cost of rock excavation will be measured and paid for separately.

SUBSTRUCTURE

1. FOUNDATIONS

- a. Refer to Part H of SABS 0400 and SANS 10400.
- b. All foundations or rafts, and all other earthworks and construction work related to the foundations or rafts, in accordance with the structural engineer's design and specifications.
- c. The use of ready-mixed concrete and the acceptability of test results from a central concrete production facility shall be subject to the written approval of the Engineer.
- d. Soil shall be compacted under and around the footprint of the building in accordance with the structural engineer's specification.
- e. Slump readings and concrete cube results as required by the structural engineer.

2. SURFACE BED

- a. The application of soil insecticides shall be carried out in accordance with "The application of soil insecticides for the protection of buildings" – SANS 10124 by specialist prior to placement of concrete.
- b. Surface bed shall be in accordance with the structural engineer's specifications.

SUPERSTRUCTURE

1. BRICKWORK – EXTERNAL WALLS

- a. Refer to Part K of SABS 0400 and SANS 10400.
- b. Double skinned wall of 230mm with approved standard maxi cement/face bricks with an approved compressive strength as per Part K of SABS 0400 and SANS 10400 or as per Engineer's spec.
- c. External walls to be cavity walls connected with approved wall ties with a minimum cavity of 50mm.
- d. Cavity to be taken down at least 150mm below the damp proof course and any bridging except for the wall ties or closings to have suitable damp proofing.
- e. Weep holes to all external walls at least 150mm above natural ground level as indicated on the architectural drawings.
- f. Approved minimum 375-micron damp proof course to all external walls as indicated per architectural detail.
- g. Approved minimum 375-micron damp proof course underneath window sill as per architectural detail.
- h. Pre-cast concrete external window sill and plastered internal window sills as per architectural detail.
- i. Mortar compressive strength and mix to be strictly in accordance with engineer's specification.
- j. Design mix to be forwarded to the structural engineer for approval prior to construction and test cubes as required by the structural engineer.
- k. Pre-stressed concrete lintels over all openings with minimum bearing length to engineer's specification. To be bedded in cement mortar.
- l. Minimum 2.8mm approved brickforce every fourth layer below lintel height and every layer above lintel height.
- m. Galvanised wall ties at max 400mm vertical centres in the wall. Brickforce to be placed in compliance with structural engineer's specification.
- n. All cavities are to be suitably closed where the wall is penetrated for door, window and service openings.

2. BRICKWORK – INTERNAL WALLS

- a. Refer to Part K of SABS 0400 and SANS 10400.
- b. Single wall of 90mm with approved standard maxi cement bricks with an approved compressive strength as per Part K of SANS 10400 or as per Engineer's spec.

- c. Internal fire walls to be built up to underside of roof tiles/sheeting and sealed.
- d. Mortar compressive strength and mix to be strictly in accordance with engineer's specification.
- e. Minimum 2.8mm brickforce every fourth layer below lintel height and every layer above lintel height.

3. BALUSTRADES – BRICK

- a. Brick/HDPG balustrades on walkways and landings as per section/elevation.
- b. Parapet edge where applicable to be roller course.

4. PRECAST CONCRETE SLAB

- a. Refer to Part B of SABS 0400 and SANS 10400.
- b. Pre-stressed hollow core concrete slab or similar and approved, including grouting of longitudinal lines and drilling of holes for light fitting conduits, as per engineer's specifications.
- c. Levelling screed of a minimum 50mm is required. Screed depth to be determined by coverage over conduits and to respond appropriately to differing floor finish to form a single finished floor level.
- d. Walkways are to be waterproofed with a sloped modified screed.

5. STAIRS/STAIRWAYS

- a. Foundations and a structural frame as per engineer's details.
- b. All balustrades connection details as per architectural details.
- c. Storage area to be included onto the ground floor section of some stairwells.

6. ROOFING AND CEILINGS

- a. Roof Construction
 - i. Timber trusses, battens, wall plates, tilting battens and all fixing screws as per architectural detail. Gang Nail Roof trusses to be fabricated to Roofing Engineer's design and placed in accordance with Roofing Engineer's drawing and certification.
 - ii. All roof panels to be tied down with two strands of 4mm thick and 1200mm long galvanized wire anchors or "Hoop" irons, built into external walls, minimum of 6 courses deep or as per engineer's specifications.
 - iii. Storm clips to be fitted on the bottom two rows on both eaves, where applicable.
 - iv. Barge boards and fascia's to be included as per plan.
 - v. The overhang on eaves to be as per architectural detail with a minimum of 300mm.
 - vi. The roof pitches to be as per architectural sections with a minimum of 20 degrees for roof tiles and 10 degrees for roof sheeting.
 - vii. Gable ends to receive waterproofing with flashing and counter flashing as per detail.
 - viii. Cement Roof tiles/roof sheeting as per architectural detail. Colour as per developer.
 - ix. Walkways and circulation areas on top floor to be covered as per developer
- b. Ceilings and Cornices
 - i. Ceilings with insulation to top floor only and all other floors to be off shutter pre-cast concrete
 - ii. 75mm Moulded Cornices to all units

The developer reserves the right to change the roofs and ceilings to an alternate NHBRC approved roof system.

7. CARPENTRY AND JOINERY

- a. External Doors:
 - i. External doors to be hardwood with 30-minute fire rating as per Annexure 2
 - ii. Aluminium weather board fixed to all external timber doors as per Annexure 2
 - iii. Rubber door stop on all the front doors as per Annexure 2
 - iv. Self-closing door mechanism on doors as per the fire rational
- b. Internal Doors:
 - i. 40mm Masonite Hollow core, SABS approved, suitable for painting as per Annexure 2
- c. Rubber doorstop at every door as per Annexure 2

8. WINDOW FRAMES

- a. Refer to Parts N, O and W SABS 0400 and SANS 10400.
- b. All windows to be HDPG per window schedule.
- c. All walkway windows to be as per the rational fire design.
- d. Burglar bars to all opening sections on the ground floor and walkways.

9. DOOR FRAMES

- a. Refer to Part W SABS 0400 and SANS 10400.
- b. All external door frames to be Timber as per door schedule, with standard steel striker plate, to suit a plastered 230mm wall, with rebate to suit floor finish (i.e. with screed and approved floor finish)
- c. All internal door frames to be 1.0mm SABS standard steel as per door schedule with standard steel striker plate, to suit a plastered 90mm internal wall, to suit floor finish (i.e. with screed and approved floor finish).

10. GLAZING

- a. Refer to Part N and O of SABS 0400, SANS 10400 and NHBRC.
- b. SABS approved 3mm thick clear sheet glass fitted as per window schedule.
- c. SABS approved obscure Georgian Wire glazing to all windows below 1 800mm on the walkways as per window schedule

11. IRONMONGERY

- a. Door Hardware
 - i. External doors – as per Annexure 2.
 - ii. Internal doors - as per Annexure 2.
 - iii. Galvanized screws to be installed for locks and handles.
- b. Curtain Rails
 - i. Single curtain track, including screws and plugs (Kitchen and Bathrooms).
 - ii. Double curtain track, including screws and plugs (Living and Bedrooms).
- c. Bathroom Accessories as per Annexure 2

12. GUTTERS AND DOWNPIPES

- a. Pre-coloured, seamless, extruded aluminium type gutters and uPVC downpipes.
- b. Colour as per developer.
- c. Precast channels to be installed at rainwater downpipes outlets.

13. METALWORK

- a. Balustrades and handrails - Steel
 - i. Hot-dipped galvanized balustrades only on stair flights as per architectural section and detail.
- b. Security Gates
 - i. Standard security gates fitted to front door.

FINISHES

1. PLASTERING

- a. External Walls
 - i. One coat cement plaster finish as per architectural detail.
- b. Internal Walls
 - i. One coat wood floated cement plaster finish as per architectural detail.
- c. Ceilings
 - i. All concrete soffits to be off shutter finish and painted only.

2. TILING AND FLOOR FINISH

- a. Floor Finish
 - i. Wood float screed to take tiles.
 - ii. 350mm x 350mm Floor tiles with 70mm skirting tiles to units internally.
 - iii. Staircases and walkways to be screed floated smooth and to falls.
- b. Wall tiles to be installed as follows:
 - i. Bathrooms to be tiled to ceiling
 - ii. Tiled kitchens splash backs above kitchens

3. CABINETS

- a. All cabinetry as per Annexure 2
- b. Built in Cabinets to Bedrooms as per Annexure 2

4. PLUMBING AND SANITARY INSTALLATION

- a. Refer to Part P of the SABS 0400 and SANS 10400.
- b. Sanitary fittings to include as per Annexure 2
- c. Mixers as per Annexure 2
- d. All pipe work placed in the wall. All internal pipe work of SABS grade approved piping. Openings for waste pipes in walls to be neatly core drilled and not knocked open.
- e. UG and SV Pipe sizing & Type:
 - i. UG pipes and Fittings 110mm normal duty SABS PVC.
 - ii. SV pipes and Fittings 110mm normal duty SABS PVC.
 - iii. SV pipes and Fittings 50mm normal duty SABS PVC.
 - iv. Exposed water pipes 20mm class 10 HDPE piping fixed with appropriate holder bats.
- f. Water supply piping:
 - i. Water main is 20mm class 10 HDPE with brass fittings and/or upvc fittings as required.
 - ii. 15mm piping to supply hot and cold water to wash hand basin, bath and sink only.
 - iii. 15mm cold water piping to toilet inlet.
- g. Drainage:
 - i. All water supply piping to run inside the units. Only one outlet to be visible on exterior of unit not longer /higher than 300mm above top of slab.
 - ii. Provide a 50mm diameter vent pipe to the drainage system.
 - iii. Provide rodding eye at head of drain and within 1.5m of connection point, and an inspection eye at each junction. Cast iron rodding eye to be fitted if in paving or any trafficable areas.
 - iv. Provide marked covers at ground level for Rodding eyes.
 - v. Drain pipes to be at least 1m away from the walls/foundations.
 - vi. Drain pipe invert level to be minimum 450mm at head of drain.
 - vii. All 110mm drainage to main line.
- h. No washing machine points

5. NO ALTERNATIVE HEATING SYSTEM

- i. 150 litre Geyser to comply with SANS 0254 and SANS 10400XA.

6. FIRE SAFETY INSTALLATION

- a. Fire hose reels and Fire extinguishers to be provided and positioned in accordance with the specifications as set out by the fire engineer's rational fire design.
- b. Minimum of one firehose reel per floor provided the 30m hose is able to access all units.

7. ELECTRICAL INSTALLATION

- a. Incoming electrical supply to each flat will be a 60 Amp feed conducted through cavity wall to a side-entry DB as indicated on Architectural plan.
- b. A distribution board complete with frame and sleeve to be installed in each unit, complete with the following:
 - i. 1 x 60A CB
 - ii. 1 x ELCB
 - iii. 1 x 60A Stove CB
 - iv. 1 x 30A Geyser CB
 - v. 1 x 20A Plug CB
 - vi. 1 x 10A Light CB
 - vii. 1 x 6A Overload Protector
- c. Units are to be supplied with:
 - i. Plugs as per Annexure 2
 - ii. Light Fittings as per Annexure 2 and typology layout
 - iii. Other points:
 - 1. 1 x TV point with frame and blank cover plate;
 - 2. 1 x Geyser point
 - 3. Extractor Fans to Bathrooms
- d. Walkways
 - i. Each floor on the walkways to be fitted with one light fitting for every two units.

- e. Stairs
 - i. Each landing on the stairs to be fitted with one fitting.
- f. Wiring and connectors as required.
- g. All fittings as per Developer.

8. APPLIANCES

- a. Appliances as per Annexure 2

9. PAINTING

- a. Materials and Workmanship to paint internally and externally:
 - i. Materials and workmanship shall comply with the following standards:
 - ii. Decorative paint for interior use SANS 515
 - iii. Decorative high gloss enamel paints SANS 630
 - iv. Primers for wood (for external work) SANS 678
 - v. Primers for wood (for internal work) SANS 678
 - vi. Zinc phosphate primer for steel SANS 1319
 - vii. Undercoats for paints (except emulsion paint) SANS 681
 - viii. Aluminium paint SANS 682
 - ix. Varnish for interior use SANS 887
 - x. Emulsion paints SANS 1586
 - xi. Materials for paintwork shall be delivered to the site in unopened containers and applied in accordance with the manufacturer's instructions. Materials shall be suitable for application to the surfaces concerned. Undercoats shall be as
 - xii. recommended by the manufacturer of the finishing coats
- b. Preparatory Work
 - i. Plastered surfaces etc.
 - 1. Plastered surfaces shall be thoroughly inspected and, if necessary, washed down and brushed to remove any traces of efflorescence and allowed to dry completely before any paint finish is applied. Before any paint is applied, holes, cracks and irregularities in plaster and other surfaces shall be filled with a suitable filler and finished smooth. Unfinished concrete surfaces shall have all projections rubbed off and shall be thoroughly cleaned.
 - ii. Metal surfaces
 - 1. Metal surfaces shall be sanded, where necessary, washed with a suitable cleaning agent and left smooth
 - 2. Protective coatings applied by manufacturers to galvanized metal surfaces shall be removed with a suitable agent and the surfaces washed down
 - 3. Rust, grease and defective factory primers on metal surfaces, as well as pitch on cast iron pipes, shall be removed
 - iii. Wood surfaces
 - 1. Knots in woodwork shall be treated with knotting. Minor blemishes shall be filled with a suitable filler. Wood surfaces shall be sanded smooth.
- c. Application of Paint
 - i. Primers to wood surfaces shall be applied by brush. Primers to other surfaces may be applied by roller with the approval of the Principal Agent. Undercoats and finishing coats may be applied by brush or roller
 - ii. Paint shall not be sprayed on except in the case of cellulose and other special paints where spray painting is the accepted method of application
 - iii. Before subsequent coats of paint are applied the previous coat shall be properly dry and shall be sanded down where necessary.
- d. Colour Scheme
 - i. A colour scheme comprising colours and the blending of colours approved by the Developer shall be used for the paintwork. The tints of the undercoats shall closely match the finishing coat but nevertheless differ sufficiently to indicate the number of undercoats. Colour samples of the finishing coats shall be provided in all cases.
- e. General
 - i. Paintwork shall include the preparation of surfaces, filling, stopping, sanding and priming of nail heads and screws. Where windows, sashes, etc. are to be painted, the rebates of the openings to be glazed shall be primed.

10. METERS

- a. Water
 - i. 1 x Water meter to be installed as per developer's specification.
- b. Electrical
 - i. Prepaid electrical meter to be installed as per developer's specification.

11. SIGNAGE

- a. One set of 500x500mm brushed aluminium numbers to each block as per developer.
- b. One set of brushed aluminium unit numbers to each front door as per developer
- c. One brushed aluminium complex sign at main entrance

12. NO DSTV INSTALLATION

- a. There will be no additional DSTV point.

13. INTERNET INSTALLATION

- a. There will be one FIBRE point in each apartment that can be activated by appointment from the client with the supplier. The FIBRE is not active in the greater area but should be completed upon complex handover to the body corporate.

14. EXTERNAL WORKS TO BLOCK

- a. The following have been included:
 - i. 600mm wide paving apron to perimeter of the block using 50mm square block paving with an angled concrete fillet.
 - ii. No kerbing to the apron has been included.

15. EXTERNAL AREAS – EACH STAND TO INCLUDE THE FOLLOWING:

- a. The following have been included:
 - i. 1 x Turnstile with Biometric Access Control at the main gate
 - ii. Roads serviced to site boundary as indicated on SDP.
 - iii. Covered parking areas as per the site development plan at a **0.7 parking ratio** as per submitted and approved plans.
 - iv. Floodlight to general parking area as per Developer 1 per block.
 - v. 1.8m high Clearvu Econo perimeter fencing without spikes/electric fencing. Entrance gates and security to be determined by developer.
 - vi. Landscaping (lawn) and trees to common rooms as per approved site development plan.
 - vii. Guard House and Refuse areas as per Architectural detail.
 - viii. One Dry Yard per block as per Architectural detail
 - ix. Water, sewer and electrical points will be provided on site boundary. All internal reticulation including electrical kiosks to be included as per SDP.
 - x. Storm water design as required by the Local Authority.
 - xi. Timber Jungle gyms as per developer's specifications
 - xii. Braai's as per developer
 - xiii. JoJo Tanks as per developer
- b. The following External Works are NOT INCLUDED.
 - i. Retaining walls have not been provided for. Retaining walls to be approached and handled on a project basis.
 - ii. Irrigation system and landscaping beyond that mentioned above.
 - iii. Screen walls for water meters.

PLEASE NOTE

- **In the event of a contradiction, this specification supersedes the plan.**
- **Consumer deposit(s) payable to local authority to be paid by PURCHASER.**
- **All impressions** used for marketing purposes are **artist impressions only**, and although all due care has been taken, perspectives **may vary** from actual units, nor are impressions representative of the exact colours to be used or external features other than that contained in this schedule.
- **No fixtures other than fixed property are sold.** For specific detail in this regard please refer to the specifications above.
- **The developer has the right to change any specification upon availability**

Annexure 1, SCHEDULE OF FINISHES, signed by the **PURCHASER** at _____ on this

_____ day of _____ 20__

1. _____

AS WITNESS:

PURCHASER:










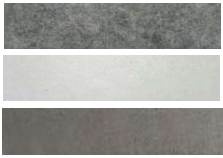









2. _____

AS WITNESS:

PURCHASER:



ANNEXURE 2 - DETAILED SPECIFICATION

Trade	Item	Reference #	Description	Images
CARPENTRY AND JOINERY	External Door	Front Door	Semi-Solid door 813*2032mm varnished and as per fire requirements	
	Internal Door	Bedrooms and Bathroom	813x2032x40mm; Timber Hollow Core painted dark grey	
	External Door	Aluminium weather seal for all external Door	Natural Anodised Draught Seal	
	Doorstops	All doors	Rubber door stop round	
IRON-MONGERY	External Door Locks	Front door only	Cylinder lock and keys	
	External Door Handles	Front door only		
	External Door Hinges	All external Doors	Union ASSA ABLOY BALL Bearing Butt Hinges	
	Door Locks	Internal Door Locks	Multilever Locks	
	Door Handles	Internal Door Locks		
FLOOR & WALL TILING	Floor tiles - General	All Rooms	Colour as per Story Board	
	Skirting tiles	All Rooms	Colour as per Story Board - 70mm high skirting	
	Bathroom wall tiles	Tile to ceiling	Colour as per Story Board	
	Splashbacks to kitchens	Above kitchen cupboard	Colour as per Story Board	
KITCHEN COUNTER	Granite	1 850mm Granite to all Kitchen Cupboards	Colour as per Story Board	
CABINETRY	Kitchen Cupboard	TST0055G - Standard 1 100mm melamine unit for dik and one 450mm unit with single drawer	Colour as per Story Board	
	Bedroom Cupboards	One 900x2 400mm Built-in Cupboard per bedroom	Colour is White	
	Water Closet	Dual Flush water closet		
	Wash Hand Basin	Wall mounted basin with fixing bolts		
	Wash Hand Basin Mixer	Surface Mounted Mixer	Plumline Lyra Basin Mixer 15mm 1TH CP	
	Mirror	Non-bevelled Mirror	400x300mm	
	Towel Rail	19mm chrome brackets with 19mm chrome pole 1m		
	Toilet Roll Holder	B/Pride toilet roll holder with wooden barrel		

	Wire soap dish	Wire Soap Dish		
	Bath	Built in bath	Tiled on the sides	
	Bath Mixer	Wall Mounted Mixer	Plumline Lyra W/T Bath Mixer 15mm CP Incl H/Shower Hos	
	Sink Mixer	Wall Mounted Mixer	Plumline Lyra W/T Sink Mixer 15mm CP	
	Sink	Single Bowl Sink to kitchen	Frankie 1990030 PLN611 Projectline SEB and 38mm BSW 800x460mm	
ELECTRICAL INSTALLATION	Plugs	Lesco Cover Strip Range	Double plugs with usb points to 1 x kitchen, 1 x Lounge, 1 x each Bedroom	
	Switches		Lesco Cover Strip Range	
	Internal light fittings	All rooms except Bathroom	Brightstar CF526S LED Alabaster Ceiling Light - Chrome	
	Internal light fittings	Bathroom	Waterproof light fitting as per regulations	
APPLIANCE INSTALLATION	Stove	Free Standing Stove	3 Plate Defy Freestanding Stove	



ANNEXURE 3 – SPECIAL POWER OF ATTORNEY

SPECIAL POWER OF ATTORNEY

I/We _____

Identity Number _____

Marital Status _____

and

I/We _____

Identity Number _____

Marital Status _____

The undersigned do hereby appoint Jaco Wesseloo with power of substitution to be my/our Attorney and agent and on my/our behalf to:

1. Sign all plans necessary for the submission of working drawings for SECTION _____ in the development known as SUNSET VILLAGE SOUTH, Cape Town.
2. Sign all documentation which might be needed to obtain approval of the abovementioned plans as if I/we are personally present and acting; hereby ratifying whatever such attorney and agent shall do on terms hereof.
3. Sign all documentation which might be needed to apply for the supply of water and electricity.

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____.

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

Witnesses:

1. _____
AS WITNESS:

PURCHASER:

1. _____
AS WITNESS:

PURCHASER SPOUSE:



ANNEXURE 4 – SALIENT INFORMATION WITH REGARDS SECTIONAL TITLE OWNERSHIP

SALIENT INFORMATION WITH REGARDS SECTIONAL TITLE OWNERSHIP

<u>Frequently Asked Questions.</u>
1. What is Sectional Title Ownership?
Sectional title is a form of ownership where the owner holds/owns title to a section of a building that has been divided into two or more sections.
2. What is a Sectional Title Development Scheme?
It is a building that has been divided into a number of sections to be sold under Sectional Title in accordance with the Sectional Title Act No. 95. It is often simply referred to as the scheme.
3. Is this type of home ownership legal?
Yes, it is governed by the Sectional Title Act No. 95, of which full copies are available if required – just ask your agent.
4. How many sections are allowed per scheme?
There is no limit to the number of sections in a scheme.
5. What does the owner own in a scheme?
The section or sections he has purchased as well as an undivided share in the portion of the property known as the common property.
6. What is common property?
Common property is the land included in the scheme along with all part/s of the building/s that are not included and described in the various sections. Typical examples would be driveways, gardens, paved areas, staircases, undercover verandas, parking bays walls, foundations and the roof.
7. Who owns the common property?
The common property is owned by the body corporate.
8. What is a Body Corporate?
A Body Corporate is the legal term for the combined registered owners of all sections in a sectional title scheme.
9. How does a Body Corporate function?
A Body Corporate is managed by trustees who are elected by the owners at an annual general meeting (AGM). The Body Corporate may employ people to work for them, e.g. Gardeners, cleaners, etc. In such cases the Body Corporate is responsible for the payment of salaries which are obtained from the levies that owners pay.
10. What are trustees?
A Board of Trustees is a management committee elected out of body corporate members (owners of sections) or their appointed representatives and who are tasked with managing the daily affairs of the body corporate as well as its financial affairs.
11. What are exclusive use areas?
These are areas that have been allocated exclusively to a specific section and which then befalls the owner of that section, eg. an enclosed yard. Please note, in your scheme there are no exclusive use areas.
12. What is the Participation Quota (PQ)?
It is size of the section you own in relation to all the sections combined. Example, you have purchased 50m ² in a scheme of 15 units all of the same size. Your PQ is therefore 50m ² of 750m ² which is equal to 6.667%.
13. Why is there a Participation Quota?
A PQ is used to calculate the financial portion of each owner towards: <ul style="list-style-type: none"> - Levies - Special levies - Its legal obligations in cases where the body corporate owe money to a creditor - To determine the weight its owner carries at a vote at a general meeting - The undivided share in the common property of each owner of a section Please note, PQ's are shown on the Sectional Plan of the Scheme.
14. What are levies usually used for?
The monthly levy is used to pay for rates, refuse removal, sewerage, basic charges, meter readings building maintenance, security and a caretaker's fee. It also must provide for associated body corporate sundry expenses. The actual levy will be determined by the body corporate.

THUS, SIGNED as having been read and fully understood by the **PURCHASER** at _____ on this

_____ day of _____ 20_____.

1. _____
AS WITNESS:

PURCHASER:

2. _____
AS WITNESS:

PURCHASER:



ANNEXURE 5 – UNIT PLANS AND SITE LAYOUT

<u>PLAN</u>	<u>LOCATION/TYPOLOGY</u>	<u>SIGNATURE</u>
SDP	Y / N	
BLOCK	A / B / C / D / E / F	
FLOOR	Ground / 1 st / 2 nd / 3 rd	
UNIT TYPOLOGY	Story Board Option	