



OFFER TO PURCHASE

Entered into by and between

PALM VIEW DEVELOPMENTS PTY LTD
(or successors in title or assigns)

Comprising of the parties set out in paragraph 1 of the Covering Schedule (The
SELLER)

and

THE PURCHASER/S

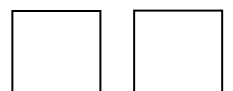
The party/ies whose details are set out in paragraph 1 of the Covering Schedule (the
PURCHASER)

PHASE 2B

Property description

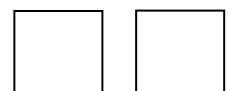
ERF _____ SHAKASKRAAL

UNIT TYPE _____



COVERING SCHEDULE

1. PARTIES	
1.1 SELLER:	PALM VIEW DEV CO 2 PTY LTD, Registration Number 2024/464540/07 herein represented by Hannes Venter in his capacity as duly authorized Project Manager; Or (Its nominee or successors in title or assigns)
Address:	21D Polo Crescent, Woodmead Office Park, Woodmead, Sandton, 2196
1.2 PURCHASER/s: <i>Insert full name/son right (IF MARRIED COP BOTH SPOUSES TO SIGN)</i>	1) _____ 2) _____
Identity Number/s / Registration No.	
Physical Address	
Postal Address	
Telephone Number (Business)	
Cellular Telephone Number	
E-Mail Address	
Income Tax Number	
Marital Status (If an individual)	Married foreign law; or Married SA law – In community / ANC Unmarried. <i>*(Select whichever is applicable)</i>
2. PROPERTY DESCRIPTION	
Land known as Erf No _____ Shakaskraal, Registration Division FU, Province of Kwa- Zulu Natal, being the erf identified on the proposed General Plan annexed hereto as Annexure “B”, measuring approximately _____ square metres in extent together with the top structure/improvements to be erected on the land in accordance with the Building Plan annexed hereto marked Annexure “C” , and Schedule of Specifications and Finishes annexed hereto marked Annexure “D” (hereinafter referred to as “the Property”)	
3. PURCHASE PRICE OF THE PROPERTY	
3.1 Purchase Price (inclusive of VAT)	R_____
3.2 Non refundable deposit payable within 14 (fourteen) days after signature of this Offer to Purchase by the PURCHASER	R_____ (min R10 000)
3.3 Balance of Purchase Price:	<i>*(Select whichever is applicable below)</i>

3.3.1	Cash Amount	R _____
3.3.2	Bond Amount	R _____
3.4	Initial Estimated Levy (Subject to escalation to a market related rate upon completion of the construction of the relevant phase or sub-phase, this being determined by issue of the occupation certificates for all units in the phase or sub-phase)	R 1 500.00 (One Thousand Five Hundred Rand)
3.5	Levy Stabilization Fund payable on every purchase of property.	R3 000.00 (Three Thousand Rand)
4.	ESTIMATED TRANSFER DATE	Approximately 12-18 months from date of signature. The Seller/Developer reserves their right to extend by a further 6 months should it be necessary.
5.	POSSESSION DATE	On transfer
6.	ANNUAL RATES AND SERVICES	To be levied by the Local Authority
7.	CONVEYANCERS	
	Name of Attorneys:	VAN STADEN & BOOYSEN INC Contact person: SN/Jocelyn Tel: 011 867 5723 Email: jocelyn@vsbattorneys.co.za CC: sherene@vsbattorneys.co.za
8.	TRUST ACCOUNT DETAILS	
	ACCOUNT NAME: VAN STADEN & BOOYSEN INC BANK: ABSA BANK ACCOUNT NUMBER: 4040499045 BRANCH CODE: 632005 REFERENCE: ERF _____ PALM VIEW & SURNAME	
9.	ESTATE AGENCY & ORIGINATOR	
9.1	Agency Name:	
9.2	Property Practitioner /Candidate Name:	
9.3	Property Practitioner/Candidate contact detail:	
9.4	Bond Originator:	

OFFER TO PURCHASE

1 INTRODUCTION

- 1.1 The SELLER is the registered owner of various pieces of land and intends to incorporate the land into a DEVELOPMENT to be known as **Palm View Estate**. This phase of the DEVELOPMENT shall be known as **Palm View Eco Estate node (hereinafter referred to as the "PVE Node")**. At a later stage the SELLER, or its successors in title or assigns, intends to develop further nodes to be called **Palm View Retirement Estate, Palm View Country Estate and Palm View Activity Hub** which will be on the surrounding Erven and which will be incorporated into the same DEVELOPMENT. These erven shall comprise of single residential sites, planned unit development sites/sectional title units/a retirement village/leisure facilities/private open spaces, private and public roads/educational facilities. The PURCHASER is fully aware of the intended comprehensive DEVELOPMENT, accepts that his/her PROPERTY shall be part thereof and agrees to be bound by the rules thereof.
- 1.2 The PURCHASER has offered to purchase the PROPERTY described in the Covering Schedule subject to the fulfilment of the conditions precedent recorded in this Agreement and the SELLER shall, by the signature of its authorized representative hereto, accept such offer.

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 PURCHASER agrees that the precise area, boundaries and final description of the PROPERTY shall be as shown on a General Plan as finally determined, approved and numbered by the Surveyor-General and/or the relevant competent authorities and shall be binding upon the parties, provided always that location and the area of the PROPERTY shall be reasonably similar to its depiction on the proposed General Plan/Layout Plan attached as **Annexure B**.
- 2.3 The General Finishing Specification is annexed hereto as **Annexure D** and is accepted by the PURCHASER by his/her signature thereof.
- 2.4 The PURCHASER is also made aware of the requirement to register a servitude as per Annexure E which shall be attended to simultaneously with the registration of transfer, if applicable.

3 PAYMENT: DEPOSIT AND GUARANTEES

- 3.1 The amount referred to in 3.2 of the Covering Schedule shall be paid into the CONVEYANCERS' trust account within 14 (fourteen) days from date of signature by the PURCHASER. The deposit amount paid shall be invested by the CONVEYANCERS, 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 administration charges, to the PURCHASER.

In the event that the suspensive conditions in clause 4 below are not met (or if the Agreement is cancelled for any reason), the said deposit less administration charges of R1 500 (One Thousand Five Hundred Rand) will be refunded to the PURCHASER. In the event that the Agreement is cancelled due to breach on the part of the PURCHASER, the deposit shall be non-refundable.

- 3.2 Should the balance of the purchase price be paid/secured by bond, in terms of clause 3.3.2 of the Covering Schedule, the bond must be approved as per clause 4 below. Should the balance of the purchase price be secured by means of a "cash" payment in terms of clause 3.3.1 aforesaid, same shall be paid by electronic funds transfer to the CONVEYANCERS within 30 (thirty) days of final signature.
- 3.3 The PURCHASER acknowledges that the CONVEYANCERS are not able to invest the aforesaid deposit on the PURCHASER'S behalf (nor any other amount paid into trust with the CONVEYANCERS), until such time as the PURCHASER has complied with all the requirements of the Financial Intelligence Centre Act No 38 of 2001, as amended, and has signed the necessary investment mandate, all of which the PURCHASER undertakes to provide/sign as soon as practical in the circumstances.
- 3.4 It is recorded that the sale is subject to Value-Added Tax at the standard rate of 15%, and that such Value-Added Tax is included in the purchase price. The parties agree that should there be any change in the rate, Value Added Tax applicable at the time of supply as determined in

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accordance with the Value Added Tax Act No 89 of 1991, then the Purchase Price shall be amended to take into account 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 PURCHASER.

4. SUSPENSIVE CONDITION:

- 4.1 This Agreement is subject to the suspensive condition that the PURCHASER obtains approval of a mortgage loan within **30 (thirty) days** from the Date of Signature hereof from a registered financial institution in the amount of R_____

(_____ Rand) (or such lesser amount that the PURCHASER may accept in writing - on condition that should the lesser amount be acceptable to the PURCHASER payment of the shortfall must be made within 15 (fifteen) days of due date of the suspensive condition and the condition shall thus be deemed met timeously despite the further payment not yet having been made), upon the security of a first mortgage bond to be registered over the PROPERTY at such rates of interest and on such conditions as are stipulated by the financial institution/s to which application/s for the loan is/are made.

- 4.2 This condition shall be deemed to have been fulfilled upon notification by the applicable Financial Institution that a quotation, approval in principle or Preagreement Statement has been issued to the PURCHASER for the required amount (or lesser amount as acceptable to the PURCHASER as contemplated in clause 4.1 above).

- 4.3 The SELLER and PURCHASER hereby jointly appoint the Bond Originator and SA Homeloans to apply for a loan referred to in 4.1. **Given that the bond costs are included in the sale, it is a requirement that the PURCHASER allows the Estate Agency to submit the application to the Bond Originator and SA Homeloans, simultaneously, in order to try find the best offer for the PURCHASER. Should the PURCHASER fail to apply as aforesaid or should they apply to a financial institution which is not on the panel of approved institutions, then the bond costs shall not be included in the sale. Should the bank also instruct any Conveyancer who is not an approved Conveyancer (appointed by the Seller), then the Purchaser shall likewise be responsible for the bond registration costs. For the sake of clarity, any bank's initiation fee is excluded and is payable by the PURCHASER, if applicable.**

- 4.4 After his/her mortgage bond has been approved by a financial institution, the PURCHASER may not replace the said mortgage bond with the mortgage bond of another financial institution, without the written consent of the SELLER (or the CONVEYANCERS on behalf of the SELLER). Any delay caused by this practice will not be acceptable to the SELLER and the SELLER reserves all its rights.

- 4.5 In the event a bond has been approved as per the specifications as referred to in clause 4.1 above, and prior to date of registration of transfer, the bond is withdrawn, whether on instructions of the PURCHASER or for any other reason by such financial institution, it will still be regarded that the suspensive condition was met at a prior date **and will therefore result in a breach of the agreement by the PURCHASER and be dealt with accordingly and as provided for in this agreement.**

- 4.6 **If applicable, the PURCHASER will also be obligated to ensure that the mandated Insurance Broker/s for Homeowner's Insurance and/or Life Insurance is used for the first 12 months (during the warranty period). The mandated bond originator and SA Homeloans will ensure that this condition is adhered to.**

5. MANAGEMENT ASSOCIATION EXPLANATION

- 5.1 The PROPERTY falls within the jurisdiction of **The Palm View Eco Estate Property Owners' Association (RF), NPC ("the ASSOCIATION")** to whom a levy will be payable as contemplated in the Constitution/MOI of the ASSOCIATION. The PURCHASER shall be a member of the ASSOCIATION.

5.2 The ASSOCIATION shall be responsible for and shall maintain various common areas of the DEVELOPMENT such as, including but not limited to, conservation areas and associated matters, the water body, all roads, gatehouses, water and electricity infrastructure and the security

fence together with any other functions ascribed to it in the MOI. The Purchaser is aware that there may be a change in the amount and to whom the levy is payable and accepts this. For the sake of clarity, the PURCHASER is aware and consents to the change of the MOI as the SELLER/DEVELOPER deems necessary to give effect to the intended harmonious environment within the DEVELOPMENT.

- 5.3 The above is intended merely as a general description of the functioning of the ASSOCIATION and may be subject to change, at the DEVELOPER'S discretion. The MOI and the Constitution of the ASSOCIATION are available to the PURCHASER on the Palm View Estate website, and on a mobile storage device if requested. If there is any conflict between the provisions above, the PURCHASER shall have no claim against the SELLER arising out of such conflict.

6 MEMBERSHIP OF ASSOCIATION / TITLE CONDITIONS

This sale will be subject to the following conditions, which will be strictly imposed and enforced by the SELLER (during the DEVELOPMENT PERIOD), and by the ASSOCIATION:

- 6.1 From DATE OF TRANSFER and for the duration of the PURCHASER's ownership of the PROPERTY, the PURCHASER will be a member of the ASSOCIATION and be expressly subject to the provisions of the various MOIs, the Governing Rules, the Architectural Guidelines (landscaping and building guidelines etc), and all Conduct Rules, if any, issued by the ASSOCIATION (or the DEVELOPER during the DEVELOPMENT PERIOD). The PURCHASER hereby agrees to become a member of the ASSOCIATION and undertakes to sign the required Member's Application Forms;
- 6.2 Conditions will be registered against the title deed to the PROPERTY to the effect that the PROPERTY or any portion thereof or interest therein shall not be alienated, leased or transferred without the written consent of the ASSOCIATION first being had and obtained (it being recorded that the ASSOCIATION shall be entitled, at their absolute discretion, to refuse its written consent in the form of a Levy Clearance Certificate until such time as the provisions of its MOI, the Conduct Rules and the Governing Rules if any, are complied with, which will include, *inter alia*, the payment or securing of any outstanding levies). The ASSOCIATION (or their representatives) may charge a reasonable fee in order to issue the consent;
- 6.3 In order to protect all the SELLER'S rights under this agreement a condition may be registered against the title deed to the PROPERTY to the effect that the PROPERTY or any portion thereof or interest therein shall not, during the DEVELOPMENT PERIOD, be alienated, leased or transferred without the written consent of the SELLER (or its successors in title or assigns) first being had and obtained (it being recorded that the SELLER shall be entitled, at its absolute discretion, to refuse its written consent on reasonable grounds). The SELLER or its representatives shall be entitled to charge a reasonable fee to issue the Consent;
- 6.4 Upon the sale of the PROPERTY the registered owner shall be liable to pay the Association a percentage of the purchase price as an administrative fee. The maximum percentage shall be **no more than 2% of the purchase price** (or market related value if the selling price is not market related). This will be paid out of the proceeds of the sale and must be secured by means of an undertaking to be issued by the Conveyancers handling the matter. Only once this is received will the Association consent to the sale.
- 6.5 The PURCHASER is also made aware of the requirement to register a servitude as per Annexure E which shall be attended to simultaneously with the registration of transfer, at the DEVELOPER'S cost, if applicable.

7 RIGHT TO CANCELLATION: DIRECT MARKETING

- 7.1 The PURCHASER warrants that this transaction has not resulted from direct marketing and the SELLER enters into this Agreement relying entirely on such warranty.
- 7.2 Should the PURCHASER be successful, pursuant to the direct marketing provisions of the Consumer Protection Act, in cancelling this Agreement after delivery of the PROPERTY, the PURCHASER shall be liable for the damages suffered by the SELLER as a result of the breach of such warranty.

8 CONSUMER PROTECTION ACT

After due consideration, and by his/her signature hereto, the PURCHASER or his/her representative, as the case might be, hereby acknowledges and records that:-

- 8.1 he/she has entered into this Agreement freely and of his/her own accord and that no circumstance exists that would entitle him/her to allege, now or in future, that he/her was at a disadvantage or

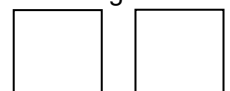
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- unequal bargaining position to the SELLER in negotiating and concluding the terms and conditions contained in this Agreement;
- 8.2 he/she has done his/her own investigations with respect to whether or not to enter into this Agreement and that he/she has done so without any undue influence, pressure, duress, harassment or unfair tactics from the SELLER and that he/she understands the content, significance and importance of the terms of this Agreement without undue effort, having regard to the context, comprehensiveness and consistency of the Agreement, the organization, form and style of the Agreement, the vocabulary, use of language and sentence structure of the Agreement and the use of illustrations, headings, examples or other aids to reading and understanding the Agreement;
- 8.3 The PROPERTY shall be a special-order goods, as contemplated in Section 17 of the CPA, with the result that Section 17 shall not apply to the transaction between the SELLER and PURCHASER. The PURCHASER shall therefore not have the right to cancel this Agreement to purchase the Property on the grounds that it constitutes an advance order for goods as contemplated in Section 17 of the CPA.
- 8.4 **He/she is comfortable in entering into this Agreement in English and understands the terms of this Agreement.**
- 8.5 It is recorded that the aforesaid warranty is material to the SELLER in entering into this Agreement.

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9 ACCEPTANCE

- 9.1 This offer is irrevocable and expires at **17h00 the 20th day following signature** by the PURCHASER and is binding upon acceptance hereof without the PURCHASER having been notified of the SELLER's acceptance hereof. This offer is irrevocable from date of signature, subject only to the preceding terms and conditions herein, and thereby forms a binding contract of sale between the PURCHASER and the SELLER, where the acceptance of the offer is implied, where the terms and conditions herein, and the sales price herein are in accordance with that prescribed by the SELLER and herein recorded in text, by the SELLER and where applicable in writing by the agents appointed by the SELLER.
- 9.2 Any counter offer made by the SELLER shall be open for acceptance by the PURCHASER for 5 working days.
- 9.3 **The PURCHASER acknowledges that, the completed PROPERTY purchased will be in accordance with the schedule of finishes with ONLY such items included as have been specified and included in the Agreement, and all images used in the promotion and advertisement of the property are for illustration purposes only and have no bearing on the list of included items in the PROPERTY.**

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10 SIGNATURE

Signed by the PURCHASER at _____ this _____ day of _____ 2025.

Witness Signature: _____	PURCHASER signature:
Witness Name and Surname: _____	PURCHASER: I acknowledge that I am acquainted with the contents of this Agreement and that all the annexures referred to in this Agreement were attached hereto when I signed same.
Witness Name and Surname: _____	CONSENTING SPOUSE: I acknowledge that my spouse is acquainted with the contents of this Agreement and that all the annexures referred to in this Agreement were attached hereto when my spouse signed same. Consenting spouse signature:

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Signed by the SELLER at _____ this _____ day of _____ 2025.

Witness Signature: _____	SELLER signature:
Witness Name and Surname: _____	SELLER: Palm View Developments Proprietary Limited

Signed by the HOMEOWNERS at _____ this _____ day of _____ 2025.

Witness Signature: _____	Signature: _____
Witness Name and Surname: _____	HOMEOWNERS ASSOCIATION Who accepts the conditions created in its favour



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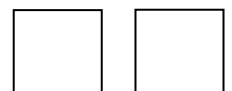
ANNEXURE "A"

CONDITIONS OF SALE

1 DEFINITIONS AND INTERPRETATIONS

For the purposes of the Agreement 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 **"AGREEMENT"** means this Agreement to which these CONDITIONS OF SALE are annexed as Annexure A, and all other Annexures thereto;
- 1.3 **"ASSOCIATION"** means The Palm View Eco Estate Property Owners' Association (RF) NPC, Registration Number 2023/639876/08;
- 1.4 **"CONDITIONS OF SALE"** means these CONDITIONS OF SALE;
- 1.5 **"CONVEYANCERS"** means Van Staden & Booysen Inc. as per the COVERING SCHEDULE;
- 1.6 **"COMMON AREAS"** shall mean all those portions within the DEVELOPMENT including but not limited to any walls, foundations, roofing, lifts, stairwells, corridors, walkways, external spaces and gardens, common parking spaces, or any part thereof which do not form part of any PROPERTY or SECTIONAL SCHEME and which have not been allocated for the exclusive use of any UNIT in a SECTIONAL SCHEME and are capable of, and intended for, the use, enjoyment, benefit and utility in common by all Owners;
- 1.7 **"CPA"** means the Consumer Protection Act No. 68 of 2008, as amended;
- 1.8 **"COVERING SCHEDULE"** means the COVERING SCHEDULE on page 2 of the AGREEMENT, recording the details of the parties, the description of the PROPERTY, the purchase price thereof and ancillary information;
- 1.9 **"DATE OF TRANSFER"** means the date of registration of the transfer of the PROPERTY to the PURCHASER in the Deeds Registry;
- 1.10 **"DATE OF POSSESSION"** means the DATE OF TRANSFER;
- 1.11 **"DATE OF SIGNATURE"** means the DATE OF SIGNATURE hereof by the last signing of the SELLER or the PURCHASER;
- 1.12 **"SELLER"** means the SELLER as set out in the COVERING SCHEDULE;
- 1.13 **"DEVELOPMENT PERIOD"** means the period when the SELLER is still developing erven within the DEVELOPMENT;
- 1.14 **"PURCHASER"** means the PURCHASER in terms of this AGREEMENT and as set out in the COVERING SCHEDULE;
- 1.15 **"NHBRC"** means the National Home Builders' Registration Council;
- 1.16 **"NODES"** means and includes all nodes in the Development jointly which shall be the Palm View Eco / Retirement / Country Estate and Activity Hub which shall be governed by their various Associations;
- 1.17 **"PROPERTY"** means the PROPERTY purchased by the PURCHASER as set out in paragraph 2 of the COVERING SCHEDULE;
- 1.18 **"PUD SITE"** means a Planned Unit Development SUB-DIVISION within the Palm View Eco / Retirement / Country Estate / Activity Hub Property Owners Association;
- 1.19 **"DEVELOPMENT"** means the all the properties within any of the nodes over which the ASSOCIATION has jurisdiction;
- 1.20 **"DEVELOPMENT GUIDES"** means the Architectural Guidelines, the Landscaping Guide of the DEVELOPMENT;
- 1.21 **"RULES"** means the Governing Rules as defined in the Palm View Eco Estate Property Owners' Association (RF) NPC, MOI and Conduct Rules Policy;
- 1.22 **"SCHEME"** means any sectional title SCHEME to be erected on any PUD SITE in the Palm View Eco / Retirement / Country Estate / Activity Hub, comprising all buildings to be constructed on such PUD SITE;
- 1.23 **"SR SITE"** means a single residential SUB-DIVISION in the Palm View Eco / Retirement / Country Estate / Activity Hub (in the DEVELOPMENT);
- 1.24 **"SUB-DIVISION"** means any portion of freehold property in PALM VIEW ESTATES, also called the DEVELOPMENT, capable of separate, individual, legal ownership;
- 1.25 **"SUB-DIVISION PLAN"** means the proposed plan of sub-division which is Annexure "B" to the CONDITIONS OF SALE consisting of a location plan and situation of a SR SITE or PUD;

- 1.26 **"SECTION"** means a proposed SECTION in a SCHEME to be developed on a PUD SITE, as defined in the ACT;
- 1.27 **"UNIT"** means a UNIT to be established in terms of the ACT, and comprising the SECTION and an undivided share in the COMMON PROPERTY in the SCHEME apportioned to the SECTION in accordance with the participation quota to be specified in a schedule to be endorsed on the sectional plan;
- 1.28 **"PALM VIEW ECO ESTATE"** means one of the nodes within the DEVELOPMENT, managed by the ASSOCIATION, comprised of SR SITES and PUD SITES, on which will be developed SCHEMES and residential dwellings;
- 1.29 **"CONSTITUTION"** means the Constitution of the ASSOCIATION;
- 1.30 words importing a gender shall include all genders and the singular shall include the plural and vice versa;
- 1.31 words or expressions defined in the ACT shall have the same meanings in this AGREEMENT unless this AGREEMENT specifies to the contrary;
- 1.32 clause headings are inserted purely for convenience and shall not be relevant in interpreting the contents of the clauses to which they relate;
- 1.33 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;
- 1.34 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 AGREEMENT shall prejudice the SELLER'S rights under this AGREEMENT in any manner whatsoever, or be regarded as a waiver of the SELLER'S rights in terms of this AGREEMENT, 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 AGREEMENT;
- 1.35 if any provision of this AGREEMENT is unenforceable for any reason whatever, such provision shall be deemed to be separate and severable from this AGREEMENT, without in any way affecting the validity of the remaining provisions of this AGREEMENT;
- 1.36 reference to a natural person shall include a JURISTIC PERSON and vice versa;
- 1.37 where a number of 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;
- 1.38 in the event that there is a contradiction between the Offer to Purchase and the Conditions of Sale, the Offer to Purchase shall take precedence and the contradiction shall not nullify the AGREEMENT;
- 1.39 If any of the terms of the Agreement are found to be invalid or unenforceable, same shall not affect the balance of the clauses or the validity of the Agreement in its entirety.

2 PHASED DEVELOPMENT

- It is recorded that the DEVELOPMENT will be developed in phases and will eventually comprise various nodes. The SELLER shall in its sole discretion decide the number of phases to be developed, the nodes to be included or excluded, the infrastructure present and the layout thereof and in what order. Accordingly, the PURCHASER hereby acknowledges that he is aware:
- 2.1 of the planned phased development by the SELLER;
 - 2.2 of the possible disruption which may be caused as a result of contractors operating within the DEVELOPMENT;
 - 2.3 of and accepts the risks posed with the fact that the DEVELOPMENT will be a live site for some time to come and shall ensure their children, pets, staff and visitors are aware of the dangers.
 - 2.4 of the possible requirement to amend the infrastructure of the DEVELOPMENT and accepts that the SELLER shall be entitled to (during the development period) without consent;
 - 2.5 of the possible necessity to change the MOI of the ASSOCIATION and consents thereto;
 - 2.6 of the possible necessity to change the building and landscape guidelines of the development;
 - 2.7 that certain properties may have to have palm trees installed thereon to give effect to the intended aesthetics of the DEVELOPMENT;
 - 2.8 that the main facilities (including but not limited to the Gatehouses, recreational facilities etc) may not be owned by the ASSOCIATION but rather some external entity;
 - 2.9 of the restriction in building a double story structure in certain parts of the DEVELOPMENT;
 - 2.10 of the security and services right of way servitude over the property in favour of the SELLER, DEVELOPER, ASSOCIATION, FMC, which is necessary to allow the various representatives access to the PROPERTY.




3 SALE

The SELLER (or its successors in title or assigns) hereby sells the PROPERTY to the PURCHASER who hereby purchases the PROPERTY (together with the improvements as set out in the annexures hereto) on the terms and conditions contained herein.

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4 VOETSTOOTS & SNAGGING PERIOD

4.1 It is recorded the PURCHASER shall take transfer of the completed dwelling as per the specifications set out in this AGREEMENT. The SELLER shall contract with a builder (CONTRACTOR) of its choice to build the structures. The PURCHASER shall have **90 days from DATE OF OCCUPATION** to inspect the PROPERTY. He/she shall provide a list of all snags to the SELLER who shall then have 180 days to attend to the necessary repairs. Once the snags have been attended to and save as is covered by the NHRBC, the PROPERTY shall then be deemed to be sold as is and the PURCHASER shall have no further claim against the SELLER/CONTRACTOR in respect of any defects whether latent or patent in the PROPERTY. Should the PURCHASER fail to submit the snag list timeously, it shall be deemed that the PROPERTY is accepted to be in good order and the PURCHASER shall, save as provided in the NHRBC, accept it as is.

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4.2 The PROPERTY is sold subject to all conditions and servitudes contained in the existing title deeds or on any general plan/s or plans of sub-division prepared or to be prepared in respect of the DEVELOPMENT or otherwise recorded or to be recorded against the title deed of the PROPERTY at the Deeds Registry.

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4.3 The PROPERTY is sold subject to the SELLER'S right to impose such further right of way, road, encroachment, services, engineering, communications, security or other required servitudes as may in the SELLER'S discretion be required for the development of the DEVELOPMENT. Acceptance of this clause amounts to the required consent and Power of Attorney in favour of the SELLER.

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4.4 The PURCHASER acknowledges that he has satisfied himself as to the nature, locality and extent of the PROPERTY and the development opportunities that it represents, and the SELLER shall not be liable for any deficiency in the extent thereof nor shall it benefit by any surplus.

4.5 The PURCHASER shall have no claim of any nature against the SELLER for any loss, damage or injury which the PURCHASER, his/her staff, visitors, family members or contractors may directly or indirectly suffer by reason of any latent or patent defects in the PROPERTY, or arising out of a Force Majeure Event or any other cause either wholly or partly beyond the SELLER'S control.

4.6 Notwithstanding anything contained herein or elsewhere, and in no way detracting from the generality to the aforesaid, it is specifically recorded that the SELLER shall not be liable for damages arising from defects or faults in any residential dwelling/s to be developed on the PROPERTY caused by surface water, storm water, rain water or geological disturbances.

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4.7 Upon presentation of a "Happy Letter" which may be requested by the bank and completion of the improvements, the PURCHASER shall immediately sign. Should the PURCHASER refuse to sign he shall immediately advise the SELLER of the reasons. Should there be a dispute as to whether the PURCHASER'S refusal to sign is legitimate, this matter shall be referred to the Architect whose decision shall be final. Should it be found that the PURCHASER does not have a valid reason, he shall be in breach and may be charged with mora interest as contemplated in this AGREEMENT.

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5 LEVY AND OTHER CHARGES

5.1 The PURCHASER shall, from the DATE OF TRANSFER, accept liability for payment of the monthly levy/levies referred to in the MOI of the ASSOCIATION, as the case may be. The PURCHASER shall be obliged to effect payment of such levy/levies by means of eft or debit order.

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5.2 For the purposes of 5.1, the expenses of administration shall include all disbursements of whatsoever nature which the SELLER (or managing agent on behalf of the ASSOCIATION, as the case may be) shall in its discretion deem necessary and/or desirable for the preservation of the DEVELOPMENT and its amenities, including without limitation all costs of maintenance of the COMMON AREAS, the payment of rates and any other charges levied by any governmental or local authority, insurance of the buildings in the DEVELOPMENT against fire and any other insurances which the SELLER (or ASSOCIATION) may deem it prudent to effect and the payment of wages to any servant which the SELLER may reasonably decide to employ for the purpose of maintaining the COMMON AREAS. The PURCHASER is further aware of the possibility of an increase in the

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- 5.3 projected levy specified in this Agreement due to increases in the cost services and supplies.
 The PURCHASER agrees that he shall have no right to reclaim from the ASSOCIATION or the SELLER any amount paid by way of a contribution, monthly levy or speciallevy, save as provided herein.

6 TRANSFER

- 6.1 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 AGREEMENT. **If transfer becomes possible prior to the anticipated date of transfer recorded in the COVERING SCHEDULE, the PURCHASER shall be obliged to accept such earlier transfer date. Should the SELLER not be in a position to pass transfer on or around the anticipated date, the PURCHASER shall not be entitled to cancel unless transfer is not passed within 6 months from that date. Should the SELLER still not pass transfer by this time, the PURCHASER may, by giving 30 days' notice, cancel the sale without penalty to the SELLER. Should for any reason the SELLER not be able to pass transfer to the PURCHASER, it shall immediately notify the PURCHASER, who shall have no claim for damages against the SELLER.**
- 6.2 The CONVEYANCERS shall attend to the registration of the transfer and the CONVEYANCERS or Seller's nominee Conveyancers shall attend to the first mortgage bond if applicable. Should any other firm be appointed due to the conduct of the PURCHASER, then clause 6.3 shall not apply and the PURCHASER shall be liable for the costs.
- 6.3 The **SELLER** shall be liable for costs (plus VAT thereon) of and incidental to the registration of the transfer and mortgage bond (if applicable) including conveyancing fees, deeds office levies, bank software charges, certificate fees and other disbursements incurred by the CONVEYANCERS. **The PURCHASER shall however be liable for the following:**
- 6.3.1 **Bank's initiation fee, if any;**
 6.3.2 **LEVY STABILISATION FEE as contemplated in this Agreement;**
 6.3.3 **Future pro rata levies; and**
 6.3.4 **Future pro rata rates;**
 6.3.5 **Bond costs if the SELLER'S conveyancers (or their nominee) are not appointed to attend to the bond registration.**
- 6.4 The PURCHASER shall, within 7 (seven) days of being called upon to do so by the CONVEYANCERS furnish all such information, sign all such documents and pay all such amounts that may be necessary to enable the CONVEYANCERS to pass transfer of the PROPERTY;
- 6.5 Further to the above, no liability of any nature whatsoever shall attach to the SELLER, or the ASSOCIATION arising out of any delays in effecting transfer of the PROPERTY to the PURCHASER.
- 6.6 The PURCHASER shall be obliged to accept transfer of the PROPERTY, *inter alia*, subject to –
- 6.6.1 the conditions, reservations and servitudes which burden the PROPERTY;
- 6.6.2 any change in the description or numbering of the PROPERTY;
- 6.6.3 any minor changes to the design, finishes or extent of the structure;
- 6.6.4 the conditions of title referred to in this Agreement.

7 GOVERNING RULES

- The PURCHASER acknowledges that the Trustees of the ASSOCIATION shall be entitled at all times to, *inter alia*, lay down RULES in regard to –
- 7.1 the preservation of the natural environment;
- 7.2 vegetation and flora and fauna in the DEVELOPMENT;
- 7.3 the use and allocation of private parking areas for owners of immovable property in the DEVELOPMENT and their guests;
- 7.4 the right to keep any animal, reptile or bird;
- 7.5 the use of recreation and entertainment in respect of common areas and amenities and facilities;
- 7.6 the placing of movable objects upon or outside the buildings included in the DEVELOPMENT, including the power to remove any such objects;
- 7.7 the storing of flammable and other harmful substances;
- 7.8 the conduct of any persons within the DEVELOPMENT and the prevention of nuisance of any nature to any owner of immovable property in the DEVELOPMENT;
- 7.9 the use of common land within the DEVELOPMENT;
- 7.10 the use of any property by co-owners where same is owned in undivided shares by more than

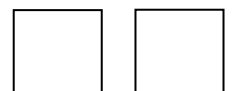
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- one person;
- 7.11 the use of roads, pathways and open spaces;
- 7.12 the imposition of fines and other penalties to be paid by members of the ASSOCIATION, and
- 7.13 generally in regard to any other matter which the ASSOCIATION from time to time considers appropriate, and the PURCHASER undertakes and shall be obliged, with effect from the DATE OF TRANSFER, to abide by such RULES and to ensure that all contractors, nominees, invitees and other persons who go upon the DEVELOPMENT by virtue of the PURCHASER's rights thereto, do likewise.
- 7.2 For the sake of clarity – the PURCHASER is made aware of (and accepts) the following existing rules:
- 7.2.1 **the current restriction of pets as set out in the MOI, namely, an owner OR occupier may only house 2 small dogs with a weight of less than 20 kgs each and of a breed which is not considered aggressive. Given the fauna on the DEVELOPMENT, no cats shall be allowed within the DEVELOPMENT. All other pets shall require permission. Further, if any animal creates a continued nuisance, the Trustees may request that same be removed from the PROPERTY;**
- 7.2.2 **given the need to uphold the security as well as the standard of the DEVELOPMENT, any CONTRACTOR, namely but not limited to a builder, cupboard installer, painter or tiler shall only operate within the DEVELOPMENT if he/she is accredited to do so with the ASSOCIATION;**
- 7.3 **the restriction on height of buildings in certain parts of the DEVELOPMENT;**
- 7.4 **that any estate agent used must first be accredited by the DEVELOPER;**
- 7.5 **the requirement to pay a Levy stabilization fee of R3 000 to the Association when purchasing a property;**
- 7.6 **the requirement when an owner sells their property, they will be required to pay an administrative fee to the Association of a maximum of 2% of the selling price.**

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8 PURCHASER'S ACKNOWLEDGMENTS

- 8.1 The PURCHASER acknowledges that:
- 8.1.1 he is aware of the intended future development of the DEVELOPMENT by the SELLER. It is intended that the DEVELOPMENT is aesthetically pleasing and has harmonious style which blends with the environment. The PURCHASER hereby undertakes that he will, at all times, co-operate with the SELLER (or ASSOCIATION) in an endeavor to facilitate the success of the said DEVELOPMENT. Also in this respect, the PURCHASER undertakes that he shall not unreasonably interfere with any such proposed development nor lodge an objection with any competent authority in respect of any such development. In particular, but without derogating from the generality of the foregoing, the PURCHASER agrees that he will not object to any application made by or on behalf of the SELLER, its nominee or agent for special usage consent, licenses for shopping, commercial, filling station rights, rezoning, removal of conditions of title under the Removal of Restrictive Conditions Act or by way of an application to Court or to any local or other competent authority in respect of any property within the DEVELOPMENT. He will further not object to any variation in the MOIs, design or landscaping guidelines or rules which the SELLER deems necessary for the successful operation and aesthetics of the DEVELOPMENT.
- 8.1.2 only the items listed in the Schedule of Finishes are what the SELLER is responsible to install and nothing extra;
- 8.1.2 when the PURCHASER wishes to dispose of the PROPERTY, or any share therein, an ADMINISTRATIVE FEE will be payable as contemplated in clause 6.4 above;
- 8.1.3 if he wishes to dispose of the PROPERTY, or any share therein or any subdivision thereof, he shall:
- 8.1.3.1 to the extent that he requires the services of an estate agent in regard to such disposal, given the complex nature of the DEVELOPMENT, the estate agent must be accredited by the ASSOCIATION and/or DEVELOPER
- 8.1.3.2 ensure that the Sale Agreement, issued by the ASSOCIATION, is used;
- 8.1.3.3 ensure that the prospective purchaser is aware of the requirement to be bound by the MOI and of the levies payable to the ASSOCIATION;
- 8.1.3.4 that the prospective purchaser is aware of the Levy stabilization Fee is payable;
- 8.1.3.5 that the prospective purchaser is aware of the Administrative Fee payable on sale by him to a third party.
- 8.1.3.6 ensure that the prospective purchaser is aware of the conditions of title and servitudes;

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8.1.3.7 ensure that the prospective purchaser is aware of the restriction on the use contractors and estate agents.

These clauses are inserted for the benefit of the ASSOCIATION (or SELLER), who shall be entitled to enforce their terms by law.

8.1.4 in order to protect the SELLER'S, the ASSOCIATION'S rights in this regard, the PROPERTY shall be owned by the PURCHASER, subject to a condition in the Title Deeds as contemplated in clause 6 above;

8.1.5 in order to maintain high standards and with a view to ensuring attractive and harmonious aesthetics of the DEVELOPMENT, all owners of immovable property within the DEVELOPMENT shall be required to adhere to the architectural, landscaping and sustainability controls contained in the DEVELOPMENT Guidelines and applicable to their particular property as formulated by the SELLER, and/or the ASSOCIATION. Any dwelling or other structure to be erected on the PROPERTY, or any alteration or extension to any existing dwelling or other structure on the PROPERTY once developed, shall be done strictly in accordance with the building plans that have been submitted to and approved in writing by the ASSOCIATION and the local authority or any other competent authority and no work whatsoever shall commence until such time as the relevant approval has been obtained.

8.1.6 **that he understands the English language and considers itself fluent therein.**

8.1.7 he has had an opportunity to carefully read and consider the provisions of this AGREEMENT and that it has been free to secure independent legal advice in respect of the provisions of same.

8.1.8 Notwithstanding the provisions of this AGREEMENT, in the event of a breach of this clause, the SELLER or the ASSOCIATION shall be entitled in its absolute discretion to refuse its written approval as required to the sale and transfer of the PROPERTY until the provisions of this clause are complied with and no party to this AGREEMENT shall have any claim for damages arising out of the SELLER'S or ASSOCIATION'S refusal to give such written approval.

8.1.9 **For the first year (during the warranty period as specified in the NHBRC), it shall be a requirement that the PURCHASER utilize the insurance broker employed by the SELLER. Thereafter it is the intention that the ASSOCIATION negotiate favourable rates with one Insurance Company to insure the entire estate.**

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9 FACILITIES MANAGEMENT COMPANY

9.1 It is recorded that the Facilities Management Company (FMC) may be established under such name as the Commission for Intellectual Property and Companies may approve, which Company will supply to the entire DEVELOPMENT various utilities and services such as electricity and water (to the extent that it is able to lawfully acquire and supply such services) building maintenance, landscaping, housekeeping and house servicing facility, security and all or any similar services and supply same to the members of the various associations forming part of the ASSOCIATION and render a charge therefore. In addition the FMC may install and own fibre optic cable throughout the DEVELOPMENT and will own and maintain same and charge end users for such products. The SELLER or an associate company of the SELLER will be the shareholder of the FMC.

9.2 The PROPERTY is sold subject to a communication servitude in favour of the FMC for the purpose of entering upon the land and installing communication infrastructure equipment and fibre optic cable and other requisite cabling.

9.3 To enable the FMC to carry out its functions it is anticipated that the SELLER will lease or transfer the maintenance buildings, store rooms and associated buildings to the FMC to enable it to properly carry out its function.

9.4 It is further the intention of the SELLER/DEVELOPER that the FMC to own the security gates and offices and provide a security service and other facilities to the DEVELOPMENT. The FMC will charge the ASSOCIATION a fee for the management and use thereof.

9.5 The PURCHASER is made aware of the possibility of the installation of solar systems within the estate and grants the SELLER access to their property for the installation thereof, should the need arise.

10 MARKETING FEE AND PROPERTY PRACTITIONER'S COMMISSION

10.1 The PURCHASER warrants that it was introduced to the PROPERTY by a property practitioner appointed or mandated by the agency referred to in paragraph 9 of the COVERING SCHEDULE who, it is recorded, was the effective cause of the sale in terms of this AGREEMENT.

10.2 The PURCHASER warrants that no agency or property practitioner, other than those referred to

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in the CONDITIONS OF SALE above, was responsible for introducing him to the PROPERTY and further warrants that no other property practitioner or agency will have any claim against the SELLER for property practitioner/candidate 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. Commission shall be earned on signature of the Agreement and fulfilment of any suspensive conditions but shall be payable on the registration of transfer.

11 DEFAULT

11.1 If the PURCHASER:

11.1.1 fails to pay any amount in terms of this AGREEMENT, or commits any breach of the remaining conditions of this AGREEMENT and should the PURCHASER fail to remedy such breach within 10 (ten) 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 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 –

11.1.1.1 cancel this AGREEMENT, and retake possession of the PROPERTY, and should the SELLER so elect it 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 event the amount or amounts paid to the SELLER or the CONVEYANCERS (including any amount held in trust by the CONVEYANCERS and any interest thereon) may be retained by the SELLER as liquidated damages or towards the payment of any damages sustained by the SELLER (it being recorded that the damages that the SELLER may suffer in this regard may include, inter alia, loss of interest, agents commission, administration fees, marketing fees and other professional fees incurred, holding costs incurred in respect of the PROPERTY, including, but in no way limited to, rates and levies payable in respect of the PROPERTY, and should the PROPERTY subsequently be resold for a lower purchase price than that referred to in this AGREEMENT, the difference in such purchase prices); or

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

11.2 Should the SELLER, commit a breach of any of the provisions of this CONTRACT, then the PURCHASER shall be entitled to give the SELLER written notice to remedy the breach. If the SELLER fails to comply with that notice within 30 (THIRTY) days of receipt thereof, subject to any other provisions of this CONTRACT to the contrary, the PURCHASER shall be entitled to cancel this CONTRACT. In such an event, the PURCHASER shall not be entitled to claim specific performance in terms of this CONTRACT, and the PURCHASER's claim for damages shall be limited to the repayment of any amount/s paid to the SELLER or the CONVEYANCERS in respect of the purchase price.

11.3 Should the AGREEMENT be cancelled due to a breach on the part of the PURCHASER, the CONVEYANCERS are irrevocably instructed to pay all funds held to the SELLER, less all deductions. The CONVEYANCERS are also irrevocably instructed to pay to the Agent's their commission.

12 JURISDICTION AND COSTS

12.1 In the event of any action or application arising out of this AGREEMENT, 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.

12.2 Notwithstanding anything to the contrary herein contained either party hereto shall have the right at its sole option and discretion to institute proceedings in any other court which might otherwise have jurisdiction.




13 SOLE AGREEMENT

- 13.1 The PURCHASER acknowledges that this AGREEMENT constitutes the sole basis of the AGREEMENT between himself and the SELLER, and that he has not been induced to enter into such AGREEMENT by any representations or warranties (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. The PURCHASER confirms that, to the extent that any representations or warranties in respect of the PROPERTY were made to the PURCHASER, prior to the signature of this AGREEMENT, such representations and/or warranties shall not be binding on the SELLER. Any agreement between the PURCHASER and the SELLER to cancel, alter or add to this AGREEMENT 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 agents acting on their written instructions.

14 DOMICILIUM

- 14.1 The Parties chooses as their *domicilia citandi et executandi* and as the address at which notices may be delivered to either of them by the other, the addresses set out in the COVERING SCHEDULE to the AGREEMENT.
- 14.2 Any notice:
- 14.2.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to the relevant postal address set out in the AGREEMENT shall be deemed to have been received on the 7th 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 physical address shall be deemed to have been received on the date of delivery; or
- 14.2.3 transmitted by email to the relevant email address set out in the AGREEMENT, shall be deemed to have been received upon date of successful transmission;
- 14.3 Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by 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 INDEMNITY

- 15.1 The SELLER does not warrant any information given in respect of the PROPERTY, whether this information is given prior to or subsequent to the signing of this AGREEMENT, save for the information in respect of the PROPERTY specifically warranted in this AGREEMENT. The SELLER shall not be liable for any claim of any nature whatsoever that may arise due to any inaccuracies in information given by the SELLER to the PURCHASER or his agent 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 (save for the information specifically warranted in this AGREEMENT).
- 15.2 It is specifically recorded that the SELLER does not warrant the accuracy of any geotechnical reports or any other information given on sub soil conditions on the DEVELOPMENT by the SELLER or its representatives (whether sales, marketing or otherwise) to the PURCHASER whether such information is given prior to or subsequent to the signing of this AGREEMENT. The PURCHASER hereby indemnifies the SELLER and holds itself harmless against and in respect of any injury, loss or damage however caused to the PURCHASER as a result of any inaccuracies in any geotechnical reports or any information in respect of sub soil conditions that the SELLER may at any time have given to the PURCHASER.
- 15.3 **As indicated herein, the PURCHASER is aware of the DEVELOPMENT being a live site and of the possible dangers associated therewith. The PURCHASER hereby indemnifies the SELLER, and the ASSOCIATION from any loss, damage, death or injury suffered within the DEVELOPMENT by him/her or their visitors, contractors, pets or family members.**

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16 ARREARS

- 16.1 Any amounts in arrear in terms of this AGREEMENT shall bear interest at the prime overdraft rate charged by NEDBANK LIMITED from time to time, which interest shall be calculated monthly in advance from the date that such amount became due to the date of payment, both days inclusive.
- 16.2 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.

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17 MORA INTEREST

- 17.1 In the event of there being any delay in connection with the DATE OF TRANSFER for which the PURCHASER is responsible, the PURCHASER agrees, in addition to any other payments due in terms of this AGREEMENT, to pay interest on the full (VAT inclusive) Purchase Price of the PROPERTY at the prime overdraft rate charged by Nedbank Limited from time to time 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.
- 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 POPI ACT

As contemplated in the Protection of Personal Information Act (POPI), the PURCHASER hereby consents to the PROPERTY PRACTITIONER and CONVEYANCER retaining and sharing all documentation required to facilitate this transaction and ensure that they comply with the necessary laws which are but not limited to the FICA laws.



19 LEVY STABILISATION FUND

As set out in this Agreement but for the sake of clarity, the PURCHASER is hereby made aware that, in terms of the ASSOCIATION'S MOI, a Levy Stabilization Fund (hereinafter referred to as the "LSF") in the sum of **R3 000.00** (Three Thousand Rand) shall be payable to the CONVEYANCERS for on transmission to the ASSOCIATION, prior to transfer.

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20 OCCUPATION

The SELLER shall be permitted to, upon receipt of the Occupation Certificate and prior to transfer, to give the PURCHASER 30 days written notice that the PURCHASER shall take early occupation. From date of occupation, the PURCHASER shall be required to make payment of occupational rental, pro-rata, to date of transfer. Occupational rental shall be charged per month and calculated at 1.3% of the sale price. Should the SELLER fail to provide notice as contemplated in this Agreement, occupation shall be on transfer.



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21 ELECTRICITY, RATES AND WATER CONNECTIONS

The SELLER hereby agrees to pay for the electricity and water connection costs, but the PURCHASER will be required to pay a water and rates deposit to the Municipality to physically open the accounts in the name of the PURCHASER, after the PURCHASER has taken either occupation of the Property or the Property has been registered in the PURCHASER's name.



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22 CESSION OF PURCHASER'S RIGHTS

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

23 CERTIFICATE OF ELECTRICAL COMPLIANCE AND OTHER

The Seller shall be responsible for obtaining, at his costs, an Electrical Certificate of Compliance in terms of Government Regulation No 2920 of 1992, as incorporated in the Occupational health and Safety Act No 6 of 1983.

24 CLAIMS AND LIMITATIONS OF CLAIMS

- 24.1 The top structure of the PROPERTY being purchased was constructed and is covered by a structural warrantee subject to the criteria as laid down by the NHBRC (National Home Builders Registration Council) for a 5 (FIVE) year period. It is recorded that the SELLER will appoint a sub-contractor to attend to the building of the top structure (hereinafter referred to as "the CONTRACTOR"), and it is further recorded that:

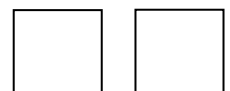
24.1.1.1 The CONTRACTOR is registered with the NHBRC.

24.1.1.2 The CONTRACTOR undertakes to comply with their obligations as required by the legislation and regulations governing the NHBRC as a statutory body by the Housing Consumers Protection Act of 1998.





- 24.2 Any patent defects shrinkage or other faults which may appear within 90 (ninety) days after the PURCHASER taking possession of the property as set out herein, caused by defective material or workmanship, shall within a reasonable time after receipt of the PURCHASER'S written advice be made good by the SELLER at his own cost, except in the event where the property is fitted with SOLAR GEYSER, this system will be made good by the Manufacturer / Supplier in accordance with their warrantee guidelines.
- 24.3 Notwithstanding the provisions as set out herein, the SELLER shall not be liable under any circumstances whatsoever for any faults or defects or consequential damage resulting from surface or stormwater or any damage caused by unforeseen events or acts by nature.
- 24.4 Subject to provisions set out above and the limitation of liability contained herein, should the PURCHASER allege that the PROPERTY or its fixtures and fittings therein failed, were unsafe or defective on the delivery date, the PURCHASER shall have a period of 6 (six) months from the delivery date to notify the SELLER thereof, except in the event where the PROPERTY is fitted with a SOLAR GEYSER, the Purchaser need to notify the Manufacturer / Supplier of the SOLAR GEYSER directly in accordance with their warrantee guidelines. Notwithstanding the aforesaid, to the extent that the PURCHASER has used, misused, changed, altered or in any way tampered with the property its fixtures and fittings therein during the 6 (six) month period concerned, the SELLER shall not be liable to the extent of any such alleged claim of the PURCHASER and the PURCHASER hereby indemnifies the SELLER accordingly.
- 24.5 To the extent that the SELLER repairs any failed, unsafe, or defective portion of the PROPERTY, appurtenances, fixtures or fittings in the time period referred to herein the PURCHASER shall, within 3 (three) months of the date of such repair, notify the SELLER if the failed, unsafe or defective item has not been remedied, and failing such notice within such time, the SELLER shall not be liable in respect of any such alleged claim of the PURCHASER and the PURCHASER hereby indemnifies the SELLER accordingly.
- 24.6 Notwithstanding the a foregoing, the SELLER shall have no liability or obligation to the PURCHASER with respect to the PROPERTY its fixtures and fittings therein which have been subjected to abuse, misuse, improper use, improper testing, negligence accident, alteration, tampering or faulty repair by the Purchaser or any agent appointed by the PURCHASER.
- 24.7 The SELLER shall not be liable for damage caused by the PROPERTY and its fixtures or fittings, to the Purchaser as a consequence of the Property and its fixtures or fittings being unsafe or defective or PURCHASER in any way if:
- 24.7.1 the alleged unsafe characteristic, failure, defect or hazard did not exist in the PROPERTY, or its fixtures or fittings at the Delivery Date; or
- 24.7.2 When it is unreasonable to expect for the SELLER to have discovered the unsafe characteristic in the PROPERTY, its fixture or fitting failure, defect or hazard having regard to the SELLER'S role in marketing the PROPERTY to the PURCHASER.
- 24.8 Any repair of a leakage in the roof or any damage to the top-structure caused thereby, arising from the faulty materials or workmanship, occurring within a period of 12 (twelve) months after date of possession of the PROPERTY shall be undertaken by the SELLER within 30 (thirty) days after receipt of the PURCHASER'S written notification of such leakage and/or damage
- 24.9 The SELLER shall not be responsible for any latent/patent defects in respect of the building except where the action in respect of the latent/patent defect is instituted within a period of 6 (six) months from date of taking possession thereof.
- 24.10 The SELLER shall not be responsible for any latent/patent defects if the structure is altered in any way, or if additions are added to the existing building.
- 24.11 *The PURCHASER has agreed to purchase the PROPERTY with a SOLAR GEYSER, the PURCHASER must be aware that all warrantee claims are to be directed directly to the SOLAR GEYSER Manufacturer / Supplier in accordance with their warrantee guidelines and that the SELLER cannot be held liable or responsible for any claims submitted whether approved or not,

any faults, workmanship, damages, injury or loss that the PURCHASER may suffer and the PURCHASER by signature to this agreement consent to this specific condition. (***delete if no solar being installed***)

25 FURTHER TERMS

LIST OF ANNEXURES

ANNEXURE A - CONDITIONS OF SALE
ANNEXURE B - PLAN OF SUB-DIVISION /GENERAL PLAN/LAYOUT PLAN OF DEVELOPMENT
ANNEXURE C - BUILDING PLAN OF LAYOUT OF DWELLING
ANNEXURE D - SCHEDULE OF FINISHES
ANNEXURE E – SERVITUDE DIAGRAM (IF APPLICABLE)
CLIENT INVESTMENT MANDATE



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INVESTMENT MANDATE

Made and entered into by and between

VAN STADEN & BOOYSEN INC
(the Agent)

and

..... (NAME)
(only to be completed in one parties name but to be signed by both if more than one)
(the client)

Van Staden & Booysen Inc (on behalf of the client) will open an interest-bearing bank account under the main Agent account with NEDBANK OR ABSA OR FNB OR STANDARD BANK, ("the Bank") (or its successor in title) which will be in the name of the client. The client hereby furnishes the Agent with the necessary authority to transact on this account on his/her/their behalf subject to receipt of the client's, written, emailed or faxed instructions.

Should the client instruct the Agent to pay any amounts to a third party (individual or institution), the client hereby unconditionally absolved and indemnifies the bank and the Agent from and against all and any loss, damage, costs and expenses which the client or any other person whatsoever, including any minor children, may sustain or incur, either directly or indirectly as a result of the Bank or the Agent, paying any amounts (as per client's telephonic, written or faxed instructions) into the bank account / or per cheque to a third party.

The client understands that they will not be able to transact directly via any other Bank or branch thereof. All transactions must be addressed to and actioned by the Agent.

It is recorded that the Agent is an accountable institution in terms of the Financial Intelligence Centre Act, No. 38 of 2001 (FICA) and is obliged to comply with the provisions of FICA, which provisions, inter alia requires the Agent to establish and verify the identity of its clients. The client agrees to provide the Agent all of the supporting, verification and other documentation prescribed in terms of FICA and as required by the Agent before any investment can be made.

The client agrees that the Agent shall be entitled to an administration fee in consideration for the services provided. The fee deduction will be reflected on the client's statements and is at present 5% of interest earned. The fee structure is subject to change and the client will be notified of such changes as and when they occur. The bank shall be entitled to charge a fee to open the account and issue guarantees.

In terms of the new Legal Practice Act No 25 of 2018, if the client wishes the Agent to invest funds deposited in the Trust Account in an interest bearing account, the Attorneys Fidelity Fund shall be paid 5% of the interest earned, which amount shall be automatically deducted by the Bank as the casemay be, from the account and the rate of interest adjusted in order to factor this amount.

The client agrees that should the bank be placed under liquidation he shall have no claim against Van Staden & Booysen Inc, the Law Society or the Attorneys Fidelity Fund.

Please note, if the funds deposited with Van Staden & Booysen Inc are less than R100 000 then it is up to Van Staden & Booysen's discretion whether to invest same in light of the fees payable to the bank in opening the account.



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CLIENT DETAILS

Client Type

☐ Individual
 ☐ Company
 ☐ CC
 ☐ Trust
☐ Partnership
 ☐ Body Corporate
 ☐ Other
 ☐

Entity Registration Number _____ Date of Registration _____

Individual ID Number _____

Country of birth if individual _____

Physical Address _____

Postal Address _____

Contact Tel Number _____

Contact Cell Number _____

E-mail Address _____

Income tax Number (required by bank if you are registered) _____

Banking Details (WHERE THE CLIENTS WANT THE INTEREST EARNED TO BE PAID INTO)

Bank _____

Branch _____

Branch Code _____

Account Number _____

Account Holder _____

I hereby declare that all the information provided above is complete, accurate and true. I acknowledge that I am aware that the Agent will act on the information provided above.

I hereby acknowledge and accept having read and understood the contents above.

Signed at on this day of 2025.

ATTORNEYS CLIENT/S




Eco Estate -Phase 2 B



ANNEXURE C – FLOOR PLAN

40m² unit



50m² Type A



50m² Type B



70m² unit



80m² unit



TYPE – _____

ERF – _____

INITIAL

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ANNEXURE D – SCHEDULE OF FINISHES

Pg 1

Roofing material	Grey Cement Roof tiles – Double Roman – 38x38mm
Gutters & Downpipes	80mm Aluminium downpipes, 120x60mm aluminium roof gutter. Supply and install 2000l Exo water storage tank, colour: Stormy Sky, plumbed complete into stormwater system.
Windows	Powder coated aluminium windows, colour: Athracite Grey, satin finish. Glazing to be clear.
Doors- external	Single 44mm thick solid horizontal slatted timber front door – 3 coats clear Woodoc
Doors – aluminium sliding external	Powder coated aluminium sliding door, colour: Athracite Grey, satin finish.
Doors – timber internal	Single 40mm thick gridded core door. Two coats of approved enamel, colour: white.
Ironmongery - External & Internal	Lever Handle – Stainless steel
Window Sills	Plastered to slight fall away from window. No projection
Exterior wall finish	Colour to be confirmed
Interior wall finish	Colour to be confirmed
Interior wall finish - kitchen	200 x 100mm White subway splashback tiles from top of kitchen counter to underside of eye-level cupboards with white grouting.
Interior wall finish - Bathroom	Colour to be confirmed. Shower walls- ceramic tiles
Entrance Stoep floor Finish & Skirting	Floor – Slip resistant ceramic 300x300mm tiles. Colour – charcoal grey.
Floor finish -Interior	Floor – Ceramic 600x600mm tiles. Colour: light grey.
Floor finish - Bathroom	General – slip resistant ceramic tiles. Shower floor – ceramic mosaic tiles
Skirtings & Cornice	White
Ceilings - General	White
Light fittings	- Exterior Walls: Waterproof round bulkhead type,LED. - Entrance Stoep: Round bulkhead type, ceiling mounted,LED. - Living Room & Lounge: LED downlighters. - Bedrooms: Round bulkhead type, ceiling mounted, LED. - Bathroom: Waterproof LED downlighters.
Light switches & power points	Clipsal 2000 series, white
Oven & extract	<u>Oven & Hob:</u> Defy 600mm Slimline Oven & Hob, or similar approved. <u>Extract:</u> 600mm wide wall mounted extract fan.
Shower Door	Aluminium framed shower door, enclosures with clear glazing
Shower	<u>Mixer:</u> Cobra Zambezi bath/shower mixer concealed. <u>Arm:</u> Cobra Shower Arm, code P-024 <u>Rose:</u> Cobra Zambezi Round Shower Head.
WC	Close coupled top-flush white porcelain toilet with standard seat. Cobra chrome angle valve.
WHB, Taps & plug	<u>WHB:</u> Betta Coral White Wall Mounted Basin - 570x465x182mm. <u>Tap:</u> Cobra Zambezi basin mixer. <u>Waste:</u> Chrome Pop Up Basin Waste For Basins With Overflows. <u>Trap:</u> Chrome bottle trap.

Initial _____

ANNEXURE D – SCHEDULE OF FINISHES

Pg 2

Bath	<u>Bath</u> : Built-in straight bath with handles - 1700x700mm (white). <u>Mixer</u> : Cobra Zambezi bath/shower mixer concealed. <u>Spout</u> : Chrome round Nikki spout and overflow. <u>Waste</u> : Chrome Pop Up Bath Waste.
Sink - Kitchen	Sink: Stainless steel 1.5l bowl drop in sink- 975x500mm. Tap Cobra sink mixer – one hole with aerated swivel outlet.
Geyser	200l Solar Geyser mounted on top of roof. To comply with all relevant SANS regulations. Certificate of compliance to be provided on completion.
Toilet roll holder	Polished stainless steel wall mounted.
Towel Rail	600mm wide wall mounted polished stainless steel
Hand Towel Holder	Wall mounted polished stainless steel ring
Mirror	Wall hung mirror cabinet, 600 x 800 x 140mm
Bedroom BICs Carcasses: Doors: Handles: Clothing rail:	White melamine carcasses and shelves. White melamine faced chipboard with 2mm white vinyl edging to all edges. Gelmar Strip Handle, Black, 160mm Aluminium oval clothing rail and related fixing brackets
Kitchen Cupboards Carcasses: Doors & drawer fronts: Handles: Runners: Hinges: Counter tops:	White melamine carcasses and shelves, with 2mm white vinyl edging to all edges. Strip handle, black, 160mm Ball bearing runners Nickel plated steel cupboard door hinges. Eezi Quartz 20mm thick, colour: Dazzle, or similar approved. 100mm high splashback in same material along all walls meeting the counter top.

Initial_____

ANNEXURE E – Servitude ERF 5181

SERVITUDE DIAGRAM

SIDES metres		ANGLES OF DIRECTION	CO-ORDINATES Y System: WG 31° X		SG No.
			Constants	0,00	0,00
A B	3,00	57.28.10	A	-21 871,86	+3 257 177,55
			B	-21 869,34	+3 257 179,17
C D	18,25	327.28.10	C	-21 888,81	+3 257 166,75
			D	-21 898,62	+3 257 182,13
TRIGNOMETRICAL DATA					
GROUTVILLE		2931-12	△	-23 233,64	+3 254 736,93
COCKSCOMB		2931-84	△	-22 622,67	+3 259 748,67
BEACON DESCRIPTIONS A,B,C,D : 12mm Iron Peg					
Scale: 1 : 250					
The figures A B a b and C D d e represent (19 square metres)					
<u>A SEWER SERVITUDE 2,00 METRES WIDE OVER ERF 5181 SHAKASKRAAL</u>					
Situate in the KwaDukuza Local Municipality Registration Division FU, Province of KwaZulu-Natal					
Surveyed In February to March 2023 by me			 GUSTAF SWART Professional Land Surveyor Registration Number: PLS 1444		
This Diagram is annexed to		The original diagram is		File: /25 VOL.3	
No.		S.G. No. 731/2023		S.R. No.244/2023	
Registrar of Deeds		Transfer No. T8696/2023		Comp.FUNW-1;FU-3C-15B	

GSGeo Professional Surveyors - 082 828 2198

INITIAL

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FINISHES SCHEDULE



Phase Code: PVE 2B1 - FREE STANDING HOUSES
 Issue Date: 2025/05/30
 Project Name: PALM VIEW ESTATE
 Project Stage: PRELIMINARY

ITEM	DESCRIPTION / SPECIFICATION
Roofing Material	Grey Cement Roof Tiles - Double Roman - standard slate colour, on 38x38mm SA pine timber battens. Roof pitches not exceeding 25 degrees. Installation to comply with manufacturer's specifications.
Roof Truss	Design & Supply of Roof not exceeding 25 degrees including SABS approved SA Pine timber trusses, rafters, permanent bracing, battens, purlins, wall plates etc. as per architect's plan to be approved by Engineer. Truss fixing: 1.6 x 30 x 800mm Long Galvanised Mild Steel Hoop Iron Strap shot fixed to external wall and internal wall every fourth course. NOTE: Roof structure to make provision for a 200l solar geyser.
Undertile Membrane	Marley Econo Undertile Membrane (Polypropylene) or similar approved.
Insulation	100mm Isotherm Polyester Fibre blanket, or similar approved, loose-laid over ceiling battens as per manufacturer's specifications.
Fascia Board	Pelican JUMBO, or similar approved, Fibre Cement Fascia Board, 9x225mm Paint: Prepare and apply one coat Primer, and two coats of Plascon Wall&All, or similar approved. Colour to match gutter.
Barge Board	Pelican 5mm thick fibre cement barge board (supplied in size 3000x200x80), or similar approved. Paint: Prepare and apply one coat Primer, and two coats of Plascon Wall&All, or similar approved. Colour to match gutter.
Gutters & Downpipes	Aluminium Gutter in "Ogee" profile including all aluminium alloy fixing brackets, including holderbats and accessories necessary for fixing gutters to wooden roof structure and downpipes to brick or reinforced concrete walls, all in accordance with the manufacturers instructions. Colour: Chromadek - "Dark Dolphin". 120x60mm Aluminium roof gutter. 80mm Aluminium Downpipe. Supply and install 2000l Eco water storage tank, colour: "Stormy Sky", plumbed complete into stormwater system.
Windows	Powdercoated aluminium windows, Powdercoating to be Interpon D1000, colour - Athracite Grey, satin finish. Glazing to be clear and in compliance with SANS 10400-N, SANS 1263, SANS 10137, AAAMSA AND SAGGA regulations and guidelines. Provide AAAMSA & SAGGA compliance certificates on completion.
Doors - timber external	<u>Leaf</u> : 813 x 2032mm Single 44mm thick solid horizontal slatted timber front door (Heavy Duty Class 2 Door) with exposed concealed edge. <u>Frame</u> : 76 x 52mm finished size 90X48mm hardwood timber frame and 15mm x 15mm timber quadrant all around. <u>Paint</u> : Ensure wood is clean, dry & smooth before applying min. of 3 coats clear Woodoc 30 in accordance with manufacturers specifications.

FINISHES SCHEDULE



Doors - aluminium sliding external	Purpose made powder coated aluminium sliding door. Powdercoating to be Interpon D1000, colour - Athracite Grey, satin finish. All sliding gear, handles and locking mechanisms by door manufacturer. Glazing to comply with SANS 10400-N, SANS 1263, SANS 10137, AAAMSA AND SAGGA regulations and guidelines. Provide AAAMSA & SAGGA compliance certificates on completion.
Doors - timber internal	<u>Leaf</u> : 813x2032mm Single 40mm thick gridded core door (Medium duty Class 4 door) with face over edge detail. <u>Frame</u> : 76x52mm finished size 90x48mm hardwood timber frame and 15mm x 15mm timber quadrant all around. <u>Paint</u> : Prepare and apply one coat of Wood Primer , one coat of Undercoat and two coats of approved Enamel, colour - white.
Ironmongery - External Doors	<u>Hinges</u> : 100x75x2.7mm S/S 4 ball bearing butt hinge (3 per leaf) <u>Lock box</u> : Euro-style cylinder lockbox with latch and deadbolt. <u>Cylinder</u> : Eurostyle knob cylinder. <u>Lever Handle</u> : Stainless steel lever handle on rose. <u>Escutcheon</u> : Round stainless steel escutcheon for Euro profile cylinder.
Ironmongery - Internal Doors	<u>Hinges</u> : 100x75x2.7mm S/S 4 ball bearing butt hinge (2 per leaf) <u>Lock box</u> : Euro-style cylinder lockbox with latch and deadbolt. <u>Cylinder</u> : Eurostyle knob cylinder. <u>Lever Handle</u> : Stainless steel lever handle on rose. <u>Escutcheon</u> : Round stainless steel escutcheon for Euro profile cylinder.
Window Sills	Plastered to slight fall away from window. No projection. Finish to match external plastered surfaces. Provide suitable damp proof course in brickwork below window sills.
Building Apron	600mm Wide 19mm grey stone gravel apron, 50mm thick with 3deg. fall away from all external walls, laid onto a layer of bitem. Create edging by laying +/-150-200mm rough granite block into well compacted trench.
Surface Bed	100mm Reinforced concrete surface bed including thickenings as per engineer's specifications. Provide suitable damp roof membrane below surface bed.
Screeds	30mm Thick wood floated screed to all floors. Shower floors to be 160mm thick to falls.
Waterproofing	<u>Under slab</u> : One layer of 250 micron waterproof sheeting sealed at laps with pressure sensitive tape. <u>Sides & Ground beams</u> : One layer 375 micron embossed polyethylene dampproof course. <u>Window sills and -reveals</u> : One layer 375 micron embossed polyethylene dampproof course.
Brickwork	<u>Bricks</u> : Cement Maxi NFX brick with 14 MPa compressive strength - load bearing, in class II mortar filled solid. <u>Brickforce</u> : Provide galvanized brickforce, installed horizontally every 4th course. Brickforce to be installed every course for 4 courses above window and door openings. <u>Lintels</u> : 90x75mm pre-stressed concrete lintels as per SANS 10400 regulations.

FINISHES SCHEDULE



Waterproofing - External Walls	All surfaces must be clean dry, sound and free of oils and laitance. The outer surface of the inner brick wall is to be 'bagged' with a duralatex modified sand/cement/water slurry before applying Brixéal. Apply two coats of Brixéal with a block brush taking care to fully cover the surface.
Waterproofing - Shower walls & floor	Apply Sika Cemflex or similar approved waterproofing to all shower walls and floors as per manufacturer's specifications.
Exterior Wall Finish	Two coat cement plaster wood trowelled on brickwork. Prepare and apply one coat of Plaster Primer, and two coats Plascon Wall & All or similar approved. Colour to be confirmed.
Interior Wall Finish	One coat cement plaster steel trowelled on brickwork (Min 15mm thick). Prepare and apply one coat of Plaster Primer, and two coats Plascon Double Velvet or similar approved. Colour to be confirmed.
Interior Wall Finish - Kitchen	200 x 100mm White Subway Splashback tiles from top of Kitchen counter to underside of eye-level cupboards and into window reveals. Fixed to plastered walls with suitable tile adhesive and jointed with white moisture resistant grouting.
Interior Wall Finish - Bathroom	<u>General Walls</u> : Prepare and apply one coat of Plaster Primer, and two coats Plascon "Kitchens & Bathrooms" or similar approved. Colour to be confirmed. <u>Skirting</u> : Provide 100mm high tiled skirting to match floor tiles. <u>Shower walls</u> : Ceramic tiles with 3mm joint fixed with adhesive to plaster and flush pointed with tinted waterproof jointing compound. (Colour to be determined).
Entrance Stoep Floor Finish & Skirting	<u>Floor</u> : Slip-Resistant Ceramic 300x300mm tiles with 5mm joint fixed with adhesive to screed and flush pointed with tinted waterproof jointing compound (Colour - charcoal grey, supplier and code to be determined). <u>Skirting</u> : 100mm high tiled skirting to match Stoep tiles.
Floor Finish - Interior (Common Areas)	<u>Floor</u> : Ceramic 600x600mm tiles with 3mm joint fixed with adhesive to screed and flush pointed with tinted waterproof jointing compound (Colour - light grey, supplier and code to be determined). <u>Skirting</u> : See "Skirtings" below.
Floor Finish - Interior - Bedrooms	<u>Floor</u> : Ceramic 600x600mm tiles with 3mm joint fixed with adhesive to screed and flush pointed with tinted waterproof jointing compound (Colour - light grey, supplier and code to be determined). <u>Skirting</u> : See "Skirtings" below.
Floor Finish - Bathroom	<u>General</u> : Slip-Resistant Ceramic tiles with 5mm joint fixed with adhesive to screed and flush pointed with tinted waterproof jointing compound (Colour to be determined). <u>Shower floor</u> : Ceramic mosaic tiles with 5mm joint laid to falls and fixed with adhesive to screed and flush pointed with tinted waterproof jointing compound (Colour to be determined).

FINISHES SCHEDULE



Skirtings	69x22mm SA Pine skirting nail or screw fixed to plastered walls. Corners to be neatly mitred. Fill any nail holes or gaps with wood filler. Surface to be sanded smooth prior to applying paint finish. Paint: Prepare and apply one coat of Wood Primer , one coat of Undercoat and two coats of approved Enamel, colour - white.
Ceilings - General	Pelican 7mm JUMBO Plasterboard fixed to timber battens with tapered edge of board facing down with 25mm drywall screws at 150mm centres - all to manufacturer's specifications. Apply 50mm JUMBO tape to all joints and finish the entire ceiling with 3-5mm JUMBO Skimming Plaster. Similar approved products will be considered. Paint: Apply one coat plaster primer and two coats Plascon Polvin or similar approved, colour - white.
Ceilings - Bathroom	Pelican Systems JUMBO MR ceiling system with 12mm thick tapered edge plasterboard fixed at right angles to 35mm JUMBO galvanised steel system, main tees at 1200mm and cross tees at 500mm centres, using 25mm drywall screws at 150mm centres. Apply 50mm JUMBO tape to all joints and finish the entire ceiling with 3-5mm JUMBO Skimming Plaster and prepared for decoration, all in accordance with the manufacturer`s instructions. Similar approved products will be considered Paint: Apply one coat plaster primer and two coats Plascon "Kitchens & Bathrooms" or similar approved, colour - white.
Cornices	Pelican 75mm JUMBO Cove Cornice, or similar approved. Paint (General Rooms): Two coats Plascon Polvin or similar approved, colour - white. Paint (General Rooms): Two coats Plascon Polvin or similar approved, colour - white. Paint (Bathrooms): Two coats Plascon "Kitchens & Bathrooms" or similar approved, colour - white.

ELECTRICAL:

Light Fittings	Supplier & codes to be confirmed: - Exterior Walls: Waterproof round bulkhead type,LED. - Entrance Stoep: Round bulkhead type, ceiling mounted,LED. - Living Room & Lounge: LED downlighters. - Bedrooms: Round bulkhead type, ceiling mounted, LED. - Bathroom: Waterproof LED downlighters.
Light Switches & Power Points	Clipsal 2000 series, all white.
Oven & Extract	<u>Oven & Hob</u> : Defy 600mm Slimline Oven & Hob, or similar approved. <u>Extract</u> : 600mm wide wall mounted extract fan.

SANITARY WARE:

Shower Door	Aluminium framed shower door enclosures with clear glazing in compliance with SANS 10400-N.
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FINISHES SCHEDULE



Shower	<u>Mixer</u> : Cobra Zambezi bath/shower mixer concealed. <u>Arm</u> : Cobra Shower Arm, code P-024 <u>Rose</u> : Cobra Zambezi Round Shower Head.
WC	Close coupled top-flush white porcelain toilet with standard seat. Angle valve: Cobra chrome angle valve.
WHB, Taps & plug	<u>WHB</u> : Betta Coral White Wall Mounted Basin - 570x465x182mm. <u>Tap</u> : Cobra Zambezi basin mixer. <u>Waste</u> : Chrome Pop Up Basin Waste For Basins With Overflows. <u>Trap</u> : Chrome bottle trap.
Bath	<u>Bath</u> : Built-in straight bath with handles - 1700x700mm (white). <u>Mixer</u> : Cobra Zambezi bath/shower mixer concealed. <u>Spout</u> : Chrome round Nikki spout and overflow. <u>Waste</u> : Chrome Pop Up Bath Waste.
Sink (Kitchen)	<u>Sink</u> : Franke Quinline QLX651 stainless steel 1.5 bowl drop-in sink - 975x500mm. <u>Tap</u> : Cobra Ledimo Sink Mixer - One hole with aerated swivel outlet.
Geyser	200l Solar Geyser mounted on top of roof. To comply with all relevant SANS regulations. Certificate of compliance to be provided on completion.

ACCESSORIES

Toilet Roll Holder	Polished stainless steel wall mounted toilet roll holder.
Towel Rail	600mm wide wall mounted polished stainless steel towel rail.
Hand towel holder:	Wall mounted polished stainless steel towel holder ring.
Mirror	Wall hung mirror cabinet, 600x800x140mm.

JOINERY

<u>Bedroom BICs</u> Carcasses: White melamine carcasses and shelves. Kickplates: Moisture resistant chipboard with brushed stainless steel facing. Joint between floor tiles and underside of kickplate to be silicone sealed. Doors: White Melamine faced chipboard with 2mm white vinyl edging to all edges. Handles: Gelmar Strip Handle, Black, 160mm code SKU: 8642 Clothing rail: Aluminium oval clothing rail and related fixing brackets.	
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FINISHES SCHEDULE

<u>Kitchen Cupboards:</u>	
Carcasses:	White melamine carcasses and shelves.
Kickplates:	Moisture resistant chipboard with brushed stainless steel facing. Joint between floor tiles and underside of kickplate to be silicone sealed.
Doors & Drawer Fronts:	White Melamine faced chipboard with 2mm white vinyl edging to all edges.
Handles:	Gelmar Strip Handle, Black, 160mm code SKU: 8642
Runners:	Suitable ball bearing runners.
Hinges:	Nickel plated steel cupboard door hinges.
Counter Tops:	Eezi Quartz 20mm thick, colour - Dazzle, or similar approved. Provide 100mm high splashback in the same material along all walls meeting the counter top.

PALM VIEW ECO ESTATE SECURITY PROTOCOL

Palm View Eco Estate, henceforth known as PVE, is a residential community situated on the North Coast of KZN. The security protocols at PVE have been established by the Palm View Estate Property Owners Association, referred to as the PVE POA, to enhance the safety of residents against potential security threats while ensuring their sense of wellbeing is consistently upheld. The understanding and compliance with security protocols, along with individual home security measures implemented by each homeowner, represent their contribution to fostering a secure living environment.

Access to PVE is governed by an access control system. The perimeter fence and all internal roads will be monitored by security personnel at regular intervals during the day and night. Both entry gates are operated manually by security staff stationed at the respective gates. Entry gates will only be open during designated hours for Contractors, which is explained in more detail below. The areas surrounding the gatehouse and entrance gate are under constant surveillance by the security team. If any suspicious activity is detected, the security team will evaluate the threat and initiate the necessary investigations while simultaneously activating an immediate support response.

1. ACCESS CONTROL

- There are currently two points of access:
 - Residents gate – this gate is exclusively for residents accessing the estate. Visitors, contractors, domestic workers, real estate agents, estate staff, or any other individuals are prohibited from entering through this gate. Deliveries and other service providers are also not permitted to use this entrance.
 - Main gate – residents may also enter through this gate. All other individuals wishing to access the site must do so through this gate following the established access control procedures.
- All residents must display an access disc to gain entry into the property. This disc can be obtained from the Estate Manager's office during business hours from 8am to 4pm, Monday to Friday, or from the POA after hours with prior arrangements. After verifying the homeowner's identity, the Estate Manager and POA will issue the disc. Residents are required to provide all vehicle details for which an access disc is requested. This information will be maintained in the authorized vehicle register & stored confidentially by the POA.

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- For homeowners, the first issuance of an access disc sticker is covered by the POA. A fee of R50 will be charged for a replacement sticker or for any additional vehicles.
 - For tenants, it is the responsibility of the homeowner to identify the tenant and inform the Estate Manager and POA before a disc is issued. A fee of R50 will be charged for each disc issued, payable in cash to the Estate Manager.
 - Upon the conclusion of a lease term for a tenant, it is the homeowner's responsibility to notify the Estate Manager and ensure that the access disc is collected and disposed of with the Estate Manager before the tenant permanently leaves the property. This process prevents the risk of unauthorized entry by a tenant who no longer resides at PVE.
 - Residents are encouraged to use the designated residents' gate for entry and exit to minimize congestion at the main gate for contractors, domestic workers, and other estate personnel during busy periods. Any alteration to the access gates will be communicated to residents accordingly.
 - Domestic workers will only be granted access if the homeowner has registered the worker's personal details with the Estate Manager.
 - Contractors hired by homeowners for private work on personal property must also follow an application procedure with the Estate Manager.
 - All access applications must be approved by the Estate Manager, in consultation with the PVE POA when necessary. Applications should be submitted at least 7 working days before the expected arrival of the worker or contractor. Authorization and registration will be completed within 48 hours of submission. Any delays will be communicated to the homeowner.
 - The PVE POA retains the right to deny an application if it determines that all required documentation has not been fully submitted. This measure ensures that security protocols are maintained for the safety of all residents.

2. ENTRANCE & EXIT PROCEDURES

2.1 Homeowners/Residents:

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- Residents arriving by vehicle must produce the required access disc to security for the authorized vehicle to gain entry.
 - Each resident must provide the details of all authorized vehicles that feature the access disc, including the name of the registered owner, house number, and vehicle license number. This information will be maintained by the PVE POA in a register for use in identifying unauthorized vehicles in the event of a security breach.
 - An authorized vehicle is one that is owned or used by the resident to enter and exit the premises, the details of which have been provided to the PVE POA for the authorized vehicle register.
 - Access discs are not to be shared with visitors of residents, even those who visit frequently. Residents are responsible for notifying the Estate Manager and POA about any additional vehicles that need access discs.
 - Tailgating is not allowed.

2.2 Visitors:

- The visitor must receive approval from the resident before entering the premises, which is managed through the Visitor Management System. This system consists of the resident's authorized contact information being pre-loaded onto a mobile device that is accessible to the security personnel.
- Upon the visitor's arrival at the main entrance, their identity will be verified by security personnel placing a call to the resident using the authorized number stored on the mobile device.
- If the resident verifies the visitor and the expected vehicle type, the visitor must sign the access control log before entry is granted.
- If the resident does not confirm the visitor's identity and the resident is not physically present at the estate, entry will be denied. Under no circumstances will visitors be granted entry if the above is not satisfied.
- Should a visitor arrive for a resident whose contact number is not stored on the mobile device, security personnel will instruct the visitor to call the resident directly. The resident will then need to come to the main gate to collect the visitor. The resident can reach out to the POA to have their contact information added to the mobile device once their identity as a resident has been confirmed.
- The authorized contact information for each resident will be shared with the PVE POA, who will input these details onto the mobile device provided to security personnel. The



mobile device will remain on-site at all times under the supervision of security personnel. House numbers will be stored, not the names of residents. Please advise your visitor of your house number when visiting.

- The access control log will document the visitor's full name, license plate number, and details regarding whom they are visiting (house number). If a visitor provides inaccurate information to security, the resident will be accountable and future access will be denied.
- Should the visitor refuse to provide such information, access will be denied.
- Surprise visits to a resident will not be allowed under any circumstances.
- For residents requesting an Uber, the resident must make arrangements in advance with the driver to confirm their unit number. This number should be given to security, who will then call the resident for confirmation of the Uber. Additionally, the resident must provide the vehicle details, including the license plate number, to security prior to the Uber's arrival. The standard sign-in procedures will subsequently follow.

2.3 Special Cases for Extended Stay Visitors

- An extended stay visitor is considered as one who arrives in a private vehicle & intends to reside on the estate for a period longer than 24 hours. The first entry of the visitor must follow the standard entry process documented above.
- Should a case arise where a visitor is required to enter and/or leave the site while not in the company of a resident, the authorized resident is required to complete an application form for a long-stay visitor with the Estate Manager. This, together with a copy of the individual's ID, and the period of extended stay, will be kept on record by the PVE POA. A temporary access disc will be issued to the visitor for entry & exit purposes. Should this process not be followed, the visitor will be required to follow the standard sign-in and sign-out procedures at every entry & exit.
- All access applications are to be authorized by the Estate Manager. The authorization and registration will be completed within 48 hours, or sooner, depending on the urgency of the case.
- This access will be valid only for the dates requested and a temporary access card will be issued. The access will expire as the visitor leaves PVE on the last day of their stay. The temporary access card must be handed back to security.

2.4 House Sitters:

- A temporary registration will be issued to each visitor, after completion of an application form by the resident, together with a copy of the individuals ID, and the period of stay, which will be kept on record by the PVE POA. A temporary access card will be issued.
- This access will be valid only for the dates requested & will expire as the visitor leaves PVE on the last day of their stay. The temporary access card must be handed back to security.
- It is advisable to report vacant or unoccupied houses to PVE POA. Contact numbers and key holder information must be supplied. Please ensure that burglar alarms are armed, and all windows and doors are secured before you leave.

2.5 A Tenant Who is Leasing a Home at PVE:

- The minimum lease period is 12 months.
- The tenant will be required to pay for his/her own access disc sticker at a fee of R50 per disc.
- The homeowner accepts responsibility for the tenant and for adherence to the security procedures of the estate. The homeowner will be required to submit the lease agreement, relevant checks conducted on the tenant and obtain a signed acknowledgement of understanding of the security protocol. The above information must be submitted PVE POA with the tenant registration.
- The tenant registration is required to be submitted to the Estate Manager & PVE POA 14 days prior to the tenant taking residence at the site.
- Should the lease period expire, or where the tenant leaves under extenuating circumstances, it is the responsibility of the homeowner to inform the Estate Manager & PVE POA, so that the access disc is removed & all other access to the estate is revoked.

2.6 Contractors Performing Work on Internal or External Private Property

- A Contractor is defined as a person/company appointed to construct buildings, carry out alterations or maintenance to houses or property, and installations of any kind related to property and equipment, whether internally to a house, or on the external surrounding private property.



-
- All Contractors must be registered via the Estate Manager & PVE POA prior to entering the site to conduct any work. Such registration must be done atleast 7 days prior to any work being conducted.
 - The homeowner will be responsible for sharing the personal details of all workers, copy of ID, the period of work to be conducted, number of workers & vehicle details.
 - The homeowner is not allowed to hand over their house key to a contractor for the contractor to present themselves as the homeowner. This is an incorrect representation of the contractor & if such is found, the contractor will be removed from the site & future access will be denied. The homeowner will be subject to a fine for compromising the security protocol.
 - The Contractor will only be allowed onto the estate once registration has been approved by the Estate Manager.
 - The time of work will be 07:00 to 17:00, Monday to Friday & 08:00 to 13:00 on a Saturday. Sunday & public holiday work will not be permitted.
 - Contractors' vehicles are subject to security checks upon entry & exit.
 - Contractors are not permitted to enter any private property without the permission of the resident, or to wander the site. Contractors are to remain on the property where they are working. Contractors must proceed to the relevant property by vehicle & not on foot.
 - It is the responsibility of the homeowner to ensure that the Contractor is monitored while on site & to ensure that the Contractor is briefed on the estate protocols. Work will not be permitted where a homeowner is not present for the duration of the work undertaken.
 - Any misconduct noted or reported by any other resident, which is found to be true, or any breach in estate protocols, will result in the Contractor being immediately removed from the site by security while the allegation is investigated & will not be permitted to enter the site until such is concluded.
 - Any loss or damage to private property, other than that where the Contractor was permitted to work, which was caused by said Contractor, will be for the responsibility of the relevant homeowner, to repair or replace at the said homeowner's cost.
 - Any damage to property or belongings on the approved property that the Contractor was employed to work on will be for the homeowners account.
 - To register an approved Contractor 7 days prior to work being conducted, the following is required by the homeowner, together with payment of a registration fee of R150 contractor



portfolio, to be paid in cash to the Estate Manager. An invoice and confirmation of payment will be sent via email by the Estate Manager to the homeowner.

An application form must be completed with the Estate Manager & PVE POA, with the following details to be supplied:

- 1. Company name, address, and telephone details*
- 2. Name of a contact person for the company*
- 3. Name of Contractor representing the company and his/her ID*
- 4. Name and ID of all workers who will require access*
- 5. Dates for which access will be required*
- 6. Proof of SA citizenship or a work permit*
- 7. Vehicle details*
- 8. Type of work being conducted*

➤ In the interests of optimizing security, the rules for Contractors will be strictly imposed and the penalty for non-compliance will be as follows :

- A suspension of access for three working days (excluding weekends and public holidays) for a first and minor offence, considered to be wandering off the designated site of work.
- A suspension of ten working days (excluding weekends and public holidays) for a second offence, considered to be disregard to the point above or not upholding estate guidelines.
- Permanent suspension of access to the estate for a third offence, considered to have caused grievous bodily harm, defamation, threat to life, threat to safety, disrespect to any other homeowner or Estate Management, damage to property or theft.

- Fines may be imposed on the homeowner for any or all of the above offences at the discretion of the PVE POA.
- All Contractors staff are to wear reflector vests while working on site.
- The registration fee is applicable upon first registration of the Contractor only. For all future work conducted by the same Contractor, a fee will not be applicable; however, notification of work being done must still be provided via email to the Estate Manager & PVE POA.
- Maintenance work carried out by the registered Contractor will also not attract a further registration payment.
- If an emergency has occurred regarding the interruption of supply to water & electricity, requiring work to be conducted by residents for plumbing or electrical purposes, a registration will not be required. However, the resident will be required to inform the PVE



POA and security of such circumstances to ensure that this scenario does not affect other residents in close proximity to the affected property.

- However, all planned work of a plumber or electrician will require a full registration process. Planned work comprises but is not limited to replacement of toilet, installing a pump on the jojo tank, installing additional plug points or light fixtures, etc.
- Where work is being conducted on high surfaces, ie: rooftop, the Contractor is required to be in possession of the necessary safety equipment. A harness is required for rooftop work to be conducted. The homeowner is to ensure that this protocol is upheld.
- The PVE POA absolves itself from the responsibility of injury, harm or death caused to the Contractor through non-adherence to this protocol by the Contractor.
- A Contractor may not hand over work to a Sub-Contractor that has not been agreed by the PVE POA.
- All Contractor registrations will be valid for the current year & is subject to renewal at the end of the current year, ie: December, if the Contractor is to return in the following year. The full registration process will apply, together with payment of the registration fee.

2.7 Employees of Residents

- All domestic employees of residents must be registered for entry into PVE.
- The access will be valid for one year, from January to December, or as long as the resident is the owner, whichever is shorter. Domestic workers must be registered on an annual basis during December for the forthcoming year.
- The registration will specify all addresses and days on which the domestic worker is employed at each address. These details will be logged onto an access control register & the worker will be required to sign in and sign out on every day of work, with security personnel.
- A registration fee of R100 is payable in cash to the Estate Manager when the application for registration is processed.
- An access card will be provided, which will identify the worker. Should the card be lost, the replacement fee will be R100.
- Should the worker be required at any other time, the employer must inform security in writing and make the necessary arrangements by ensuring that the workers details are noted on the relevant access control register. This process ensures that workers are on-site with the knowledge of the resident.



2.8 School pick-up/drop-off vehicles

- Residents are to register the vehicle & contact details of the service provider with the Estate manager & POA.
- These details will be logged on a register & security personnel will refer to this register when allowing the vehicle in.
- Should the vehicle details not correspond with the provided information, the vehicle will not be allowed in & the resident will have to pick up at the gate.
- This protocol is in place to ensure that the minor children of residents are protected by only allowing authorized vehicles & drivers into the estate.

2.9 Delivery vehicles for first-time occupation or future deliveries: Homeowner & Tenant

- The weight restriction of the delivery truck is limited to 4 tons. If the truck is of greater weight, this will not be allowed into the estate. The resident will have to procure a smaller vehicle to move goods from the gate to the individual property. This measure is in place to ensure the integrity of estate roads from heavy vehicle damage.
- Delivery vehicles will only be allowed on the estate between 8:00 and 17:00, Monday to Friday & are to exit the site by 17:00 at the latest. For delivery over a weekend or public holiday, such vehicles will be required to deliver between 10:00 to 14:00.
- Whether delivery takes place on a weekday or weekend, the prior notification to the Estate Manager is required 5 days prior, so as to ensure that residents living on the road where such noise will arise, is duly informed. Security personnel will be informed to oversee the vehicle as well. This is applicable where a resident moves in at the first instance & for bulk deliveries. Individual or smaller deliveries do not require this notification.
- Breach of these times will result in the homeowner being subject to a fine for non-compliance to the estate security protocol. The penalty protocols will be detailed within the Estate Guidelines document. The vehicle will be removed by security or not permitted to enter if it is outside of the stipulated times.



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2.10 Service Providers, Messenger of the Court, Sheriff of the Court, Police officers, Local Municipality Workers, i.e., Electricity, Water, Refuse Removal, or Fibre Service Providers:

- Due to the nature of this category of people, access cannot be denied and confirmation with the person/s to be served etc. will not be obtained.
- Security personnel will ask for identification before allowing access. Security personnel will ensure that valid court orders, warrants etc. are produced before allowing entry.
- Security personnel will escort such persons, where applicable, to the property and ensure that all relevant law ordinances are followed.
- Security personnel will ensure that all those who enter the site under the above, are also noted to have left the site after business has been conducted. Any person who stays on site for a period longer than is deemed necessary by security personnel, will be escalated to the Estate Manager & Security Supervisor.

2.11 Emergency Services

- Should the need arise for an emergency services, eg: fire or ambulance, security needs to be informed of their arrival by the resident via mobile phone. Security will have procedures in place for dealing with such situations.

2.12 Emergency Evacuation

- If, at any time, a need arises to evacuate a part or the whole of the site, residents will be instructed where to congregate by security personnel
- This will generally be at the main gate at the Sasko Bakery point unless otherwise advised.
- Please ensure that, if an evacuation is required, each person on the property has been evacuated to the congregation point by checking in on your immediate neighbors.

2.13 Firearms & Other Dangerous Weapons

- The possession & use of firearms by security personnel, prospective purchasers, agents, contractors, developers, sub-developers, employees of the above, employees of residents, municipal officers, delivery vehicles, estate staff, or any visitor to the site is strictly prohibited while operating at Palm View Estate.
- Security will conduct a check for a firearm for all visitors entering the property. If a firearm



is carried on-site, said individual will not be allowed into the estate.

- Should the individual carry an undisclosed firearm, PVE POA reserves the right to remove the individual via security and deny future entry into the estate.
- If any resident suspects a threat of use of a firearm to their safety, kindly immediately contact the South African Police Service (SAPS) for urgent assistance.
- You may then inform the Security Supervisor & the PVE POA of the threat. The priority being to protect your safety first via SAPS.
- All other dangerous weapons under circumstances that raise reasonable suspicion of intent to use it unlawfully is further prohibited. This includes weapons such as knives, swords, batons, and even certain types of tools if they are intended for unlawful purposes.

3. PROTOCOL FOR EMPLOYEES OF RED DEVELOPMENTS, GOLDEN GLAZE INVESTMENTS & TOVANI TRADING OPERATING AT PALM VIEW ESTATE

- The time of work will be 07:00 to 17:00, Monday to Friday & 08:00 to 13:00 on a Saturday. Sunday & public holiday work will not be permitted.
- All employees will be required to be registered with the PVE POA, by providing the following information via an application form, together with a registration fee of R150 per employee.

1. *Company name, address and telephone details*
2. *Name of a contact person for the company to verify all employee information*
3. *Name and ID of all workers who will be requiring access*
4. *Dates for which access will be required*
5. *Proof of SA citizenship or a work permit.*
6. *Vehicle details*

- All employees will be placed on a special register & will be required to sign in & sign out daily, including office-based employees. An access card will be issued that will identify the employee at the sign-in process, after the registration process has been approved. The registration fee of R150 is applicable per employee.
- Employees who are no longer employed must be communicated to the PVE POA so that access to the site can be revoked.



- Vehicles of employees will not be authorized to use the PVE access disc logo. This disc is reserved for residents of PVE only. All vehicles, drivers and passengers thereof will be subject to the same sign-in & sign-out procedures, as stipulated above.
- Employees are not permitted to be on site outside of the working hours stipulated in this document, unless an exception approval has been granted by the PVE POA.
- The registered homeowner or proxy holder of the above companies will be given an access disc & enjoy the same benefits as all other homeowners.
- A Contractor is defined as anyone who is not identified as a daily employee of the above mentioned companies.
- Any Contractor will follow the same rules for access as for all contractors denoted in section 2.6 of this document.

4. ESTATE AGENTS

- Only Agents and agencies approved by the Developer and Estate Manager will be allowed access. Agents will be required to complete the registration application form and submit it to the Estate Manager prior to gaining access to the estate.
- Estate Agents appointed by a homeowner will be allowed access after the application information has been shared with the Estate Manager.
- The applicable registration fee for each employee of the Agent who will be working on-site is R150. The registration process & registration fee is an annual activity, to be completed in December of the current year, to allow access for the new year.
- The following rules apply to Agents either selling a completed unit, selling off plan, selling vacant land, or renting out a property:
 - There should be two Agents on site at any given time, ie, main Agent and assistant
 - The assistant will ferry prospective purchasers to and from the sales office while the main Agent remains at the showhouse or show site.
 - Prospective purchasers/tenants will not be allowed to enter PVE unless accompanied by an accredited estate Agent/assistant.
 - The authorized Agent is required to fetch the client from the gate, after the visitor has followed the sign-in procedures.
 - Viewing times of Agents will be from 07:00 to 17:00, Monday to Friday, and 10:00 to 14:00 on a Saturday, Sunday and public holidays.



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- All Agents are to use the main gate at the Sasko entrance only.
 - The client is to be taken to the prospective house on show only. The client is not allowed to drive or walk around the estate without the Agents supervision
 - The client and Agent is not allowed to enter any private property without the explicit consent of the resident. Please remain on common property only or the designated site that is on show.
 - The client and Agent is not permitted to park in front of any private property or obstruct entry into the property of residents.
 - The Agent is to compile a register of all clients that visited the site and share this information with the Estate Manager & PVE POA on a weekly basis, ie: Monday for the prior week. The information to be logged is the name of the client, vehicle details, house viewed, date of entry. This measure is in place should an incident be reported by a resident post a viewing.
 - The Agent is to ensure that all properties viewed have subsequently been locked upon departure. The PVE POA and associated staff will not be responsible for any breach of security in a house that was left unlocked.
 - The Agent is to provide the Estate Manager & PVE POA a list of all homeowners that they represent.
 - Should a breach of security protocol occur, a first and final written warning will be issued to the Agent. Should a second incident occur, the Agent will be prohibited from entering the estate indefinitely. This measure is in place due to the nature of the work being conducted by the Agent, wherein unknown clients are entering the estate for purchase or rental, at which point the client has not been verified in any manner.
 - To hand over keys to new residents, the times as stipulated in section 2.5 apply.
 - It is the responsibility of the Agent & Homeowner to ensure that prospective tenants are briefed on & accept the terms of the security protocol. In the case of a sale, the POA will take over the briefing process once transfer of the property has taken place.
 - Each agent conducting business at Palm View Estate is to have a valid license registered with the Property Practitioners Regulatory Authority (PPRA). An agent may not conduct business using the license of another agent. The ethical standards as mandated by the PPRA are to be maintained.



5. DISCLAIMER

While every effort will be made to provide a safe and secure environment, the Developer and PVE POA shall not be responsible or liable for any claims which any homeowner, tenant, resident, member, his family or invitees, or any Contractor may have for personal injury, loss of or property damage, arising from any breach of security or the failure of, or inadequacies of, the security system within Palm View Estate. Such member or Contractor hereby waives their rights accordingly and, insofar as is necessary, such member hereby indemnifies PVE POA and the Developer against any claim by their family or invitees.

6. GENERAL INFORMATION

It is in the interest of all concerned that all residents take an active part in the security of Palm View Estate. To this end, any resident who witnesses any suspicious activity should report it to the Estate Manager & PVE POA immediately. Weekly meetings will take place on-site between the Security Manager and the Estate Manager. All issues for the week will be discussed and resolved, and feedback on any incidents logged will be provided to residents. Residents, Contractors, Developers & Sub-developers will liaise directly with the Estate Manager, who will respond directly to their concerns after meeting with the Security Manager. The PVE POA will also be briefed on such feedback & will be engaged in a matter of escalation. Should a threat to the security of any resident be found by any visitor allowed on site, security personnel reserve the right to have such visitor removed from the site, pending further action being taken by the grieved party.

N.B. Palm View Estate Homeowners Association reserves the right to undertake searches of vehicles and persons as and when required.

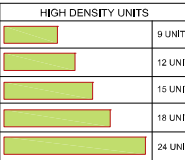


Version Control:

Version 1_11 April 2025_ 14:43pm

Version 2_25 July 2025_10:48am





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Type 50	Status	Area	Erf No	80	SORTOR	269	6424
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				80	SORTOR	264	6426
50	SORTOR	209	6433	80	SORTOR	261	6427
50	SORTOR	209	6434	80	SORTOR	258	6428
50	SORTOR	209	6435	80	SORTOR	255	6429
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50	SORTOR	209	6437	80	SORTOR	282	6432
50	SORTOR	209	6438	80	SORTOR	251	6443
50	SORTOR	209	6439	80	SORTOR	329	6444
50	SORTOR	209	6440	80	SORTOR	383	6446
50	SORTOR	209	6441	80	SORTOR	324	6447
50	SORTOR	209	6442	80	SORTOR	341	6448
50	SORTOR	173	6458	80	SORTOR	267	6455
50	SORTOR	125	6468	80	SORTOR	286	6459
50	SORTOR	124	6469	80	SORTOR	261	6460
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50	SORTOR	122	6475	80	SORTOR	313	6478
50	SORTOR	123	6476	80	SORTOR	287	6479
50	SORTOR	212	6504	80	SORTOR	265	6483
50	SORTOR	201	6511	80	SORTOR	251	6492
50	SORTOR	190	6512	80	SORTOR	227	6501
50	SORTOR	216	6517	80	SORTOR	325	6505
50	SORTOR	214	6518	80	SORTOR	338	6514
50	SORTOR	214	6519	80	SORTOR		
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70	SORTOR	227	6462				
70	SORTOR	209	6463				
70	SORTOR	222	6467				
70	SORTOR	234	6473				
70	SORTOR	208	6477				
70	SORTOR	201	6480				
70	SORTOR	217	6481				
70	SORTOR	204	6484				
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NO.	DATE	REVISION DESCRIPTION	DRAWN

THIS DRAWING IS COPYRIGHT AND IS TO BE RETURNED ON COMPLETION OF THE CONTRACT. ALL DIMENSIONS TO BE CHECKED BY THE CONTRACTOR ON SITE. FIGURED DIMENSIONS TO BE TAKEN IN PREFERENCE TO SCALING THE DRAWING. ANY DISCREPANCIES OR VARIATION REQUIREMENTS NOTICED ON SITE TO BE REPORTED TO THE PROJECT MANAGERS.



CLIENT **ALLYROADS**

PROJECT	Palm View Estate
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ADDRESS 21D Polo Crescent
Woodmead Office Park
Woodmead

DRAWING TITLE
Phase 2B Layout

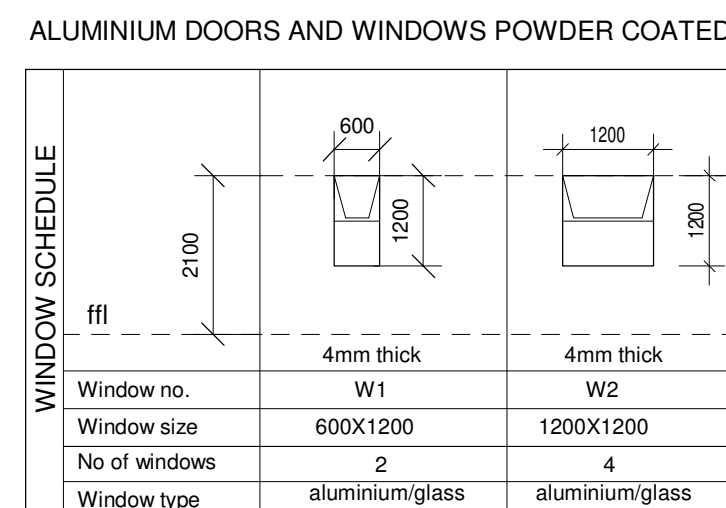
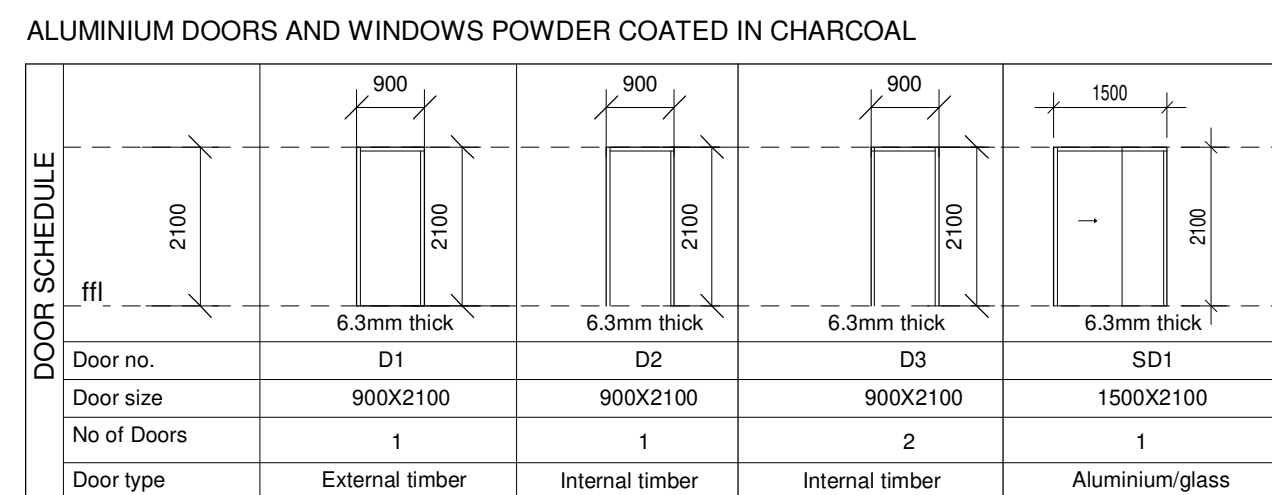
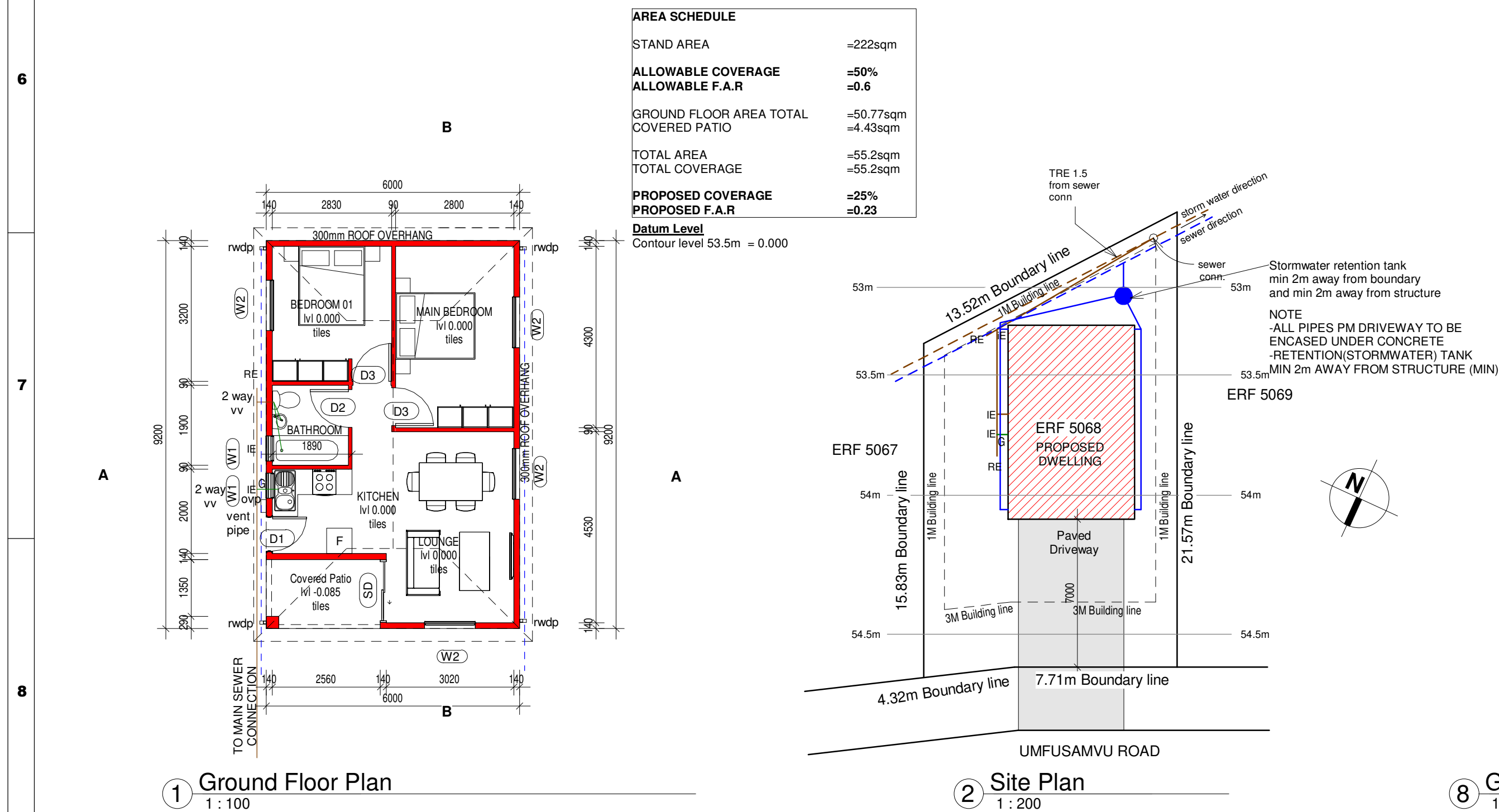
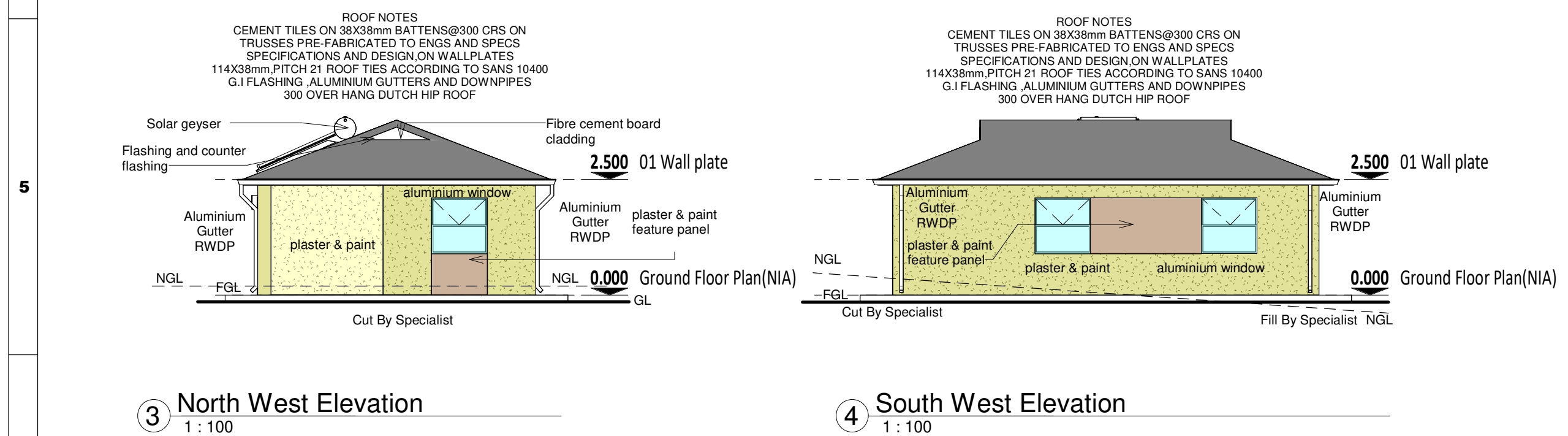
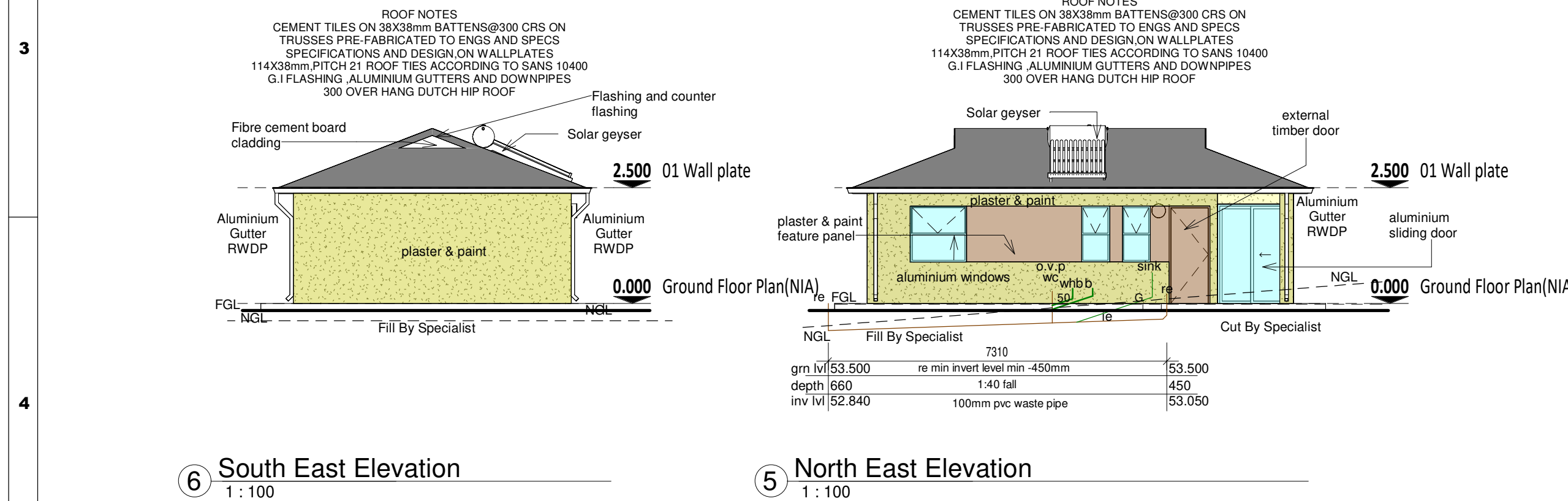
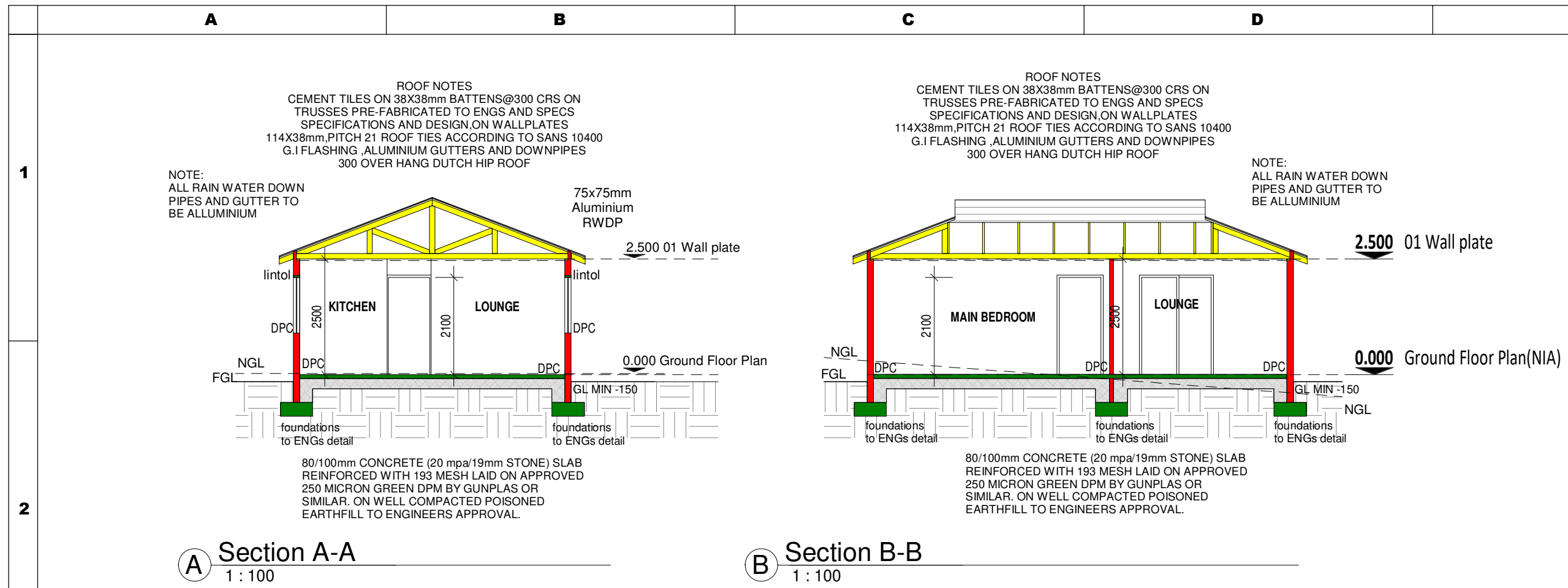
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	RESPONSIBLE PERSON	DATE
DESIGN	ALLYROADS	26/09/2024
DRAWN	J HOLMES	26/09/2024
CHECKED	E KIECK	04/11/2019
PROJECT MANAGER	E KIECK	26/09/2024
CLIENT	ALLYROADS	26/09/2024

DRAWING NUMBER			
PROJECT IP No.	PHASE	DRAWING NUMBER	REVISION
PVE	- 2B	- 002	- 00

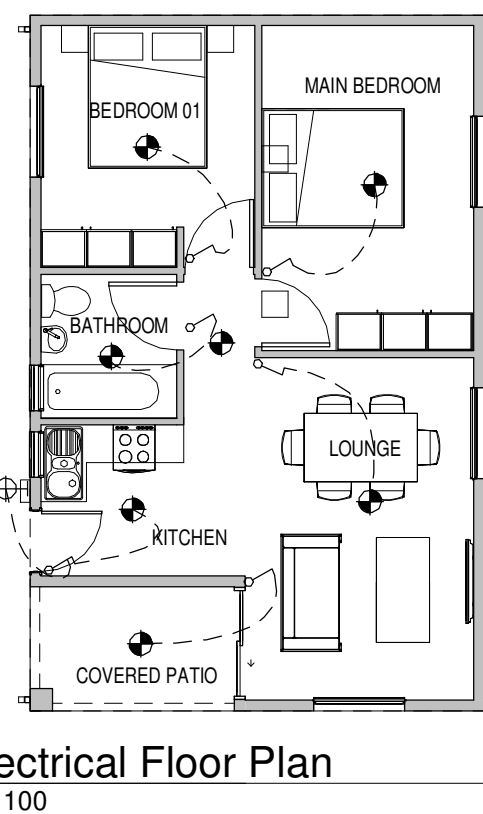
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		SCALE AS SHOWN

(K)

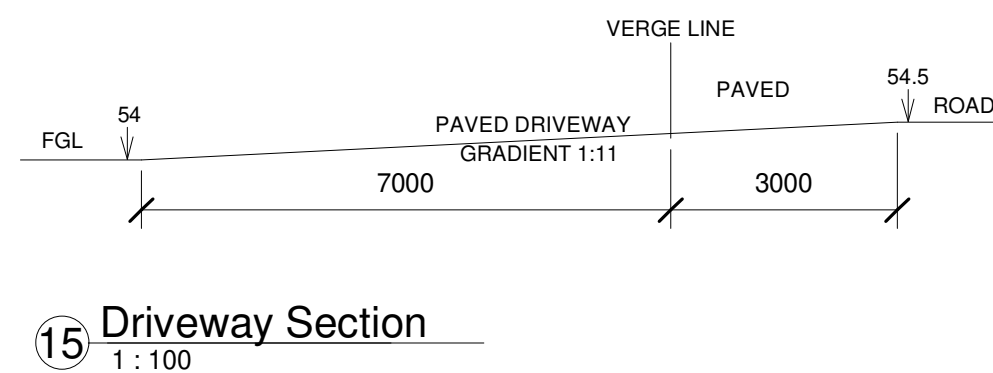
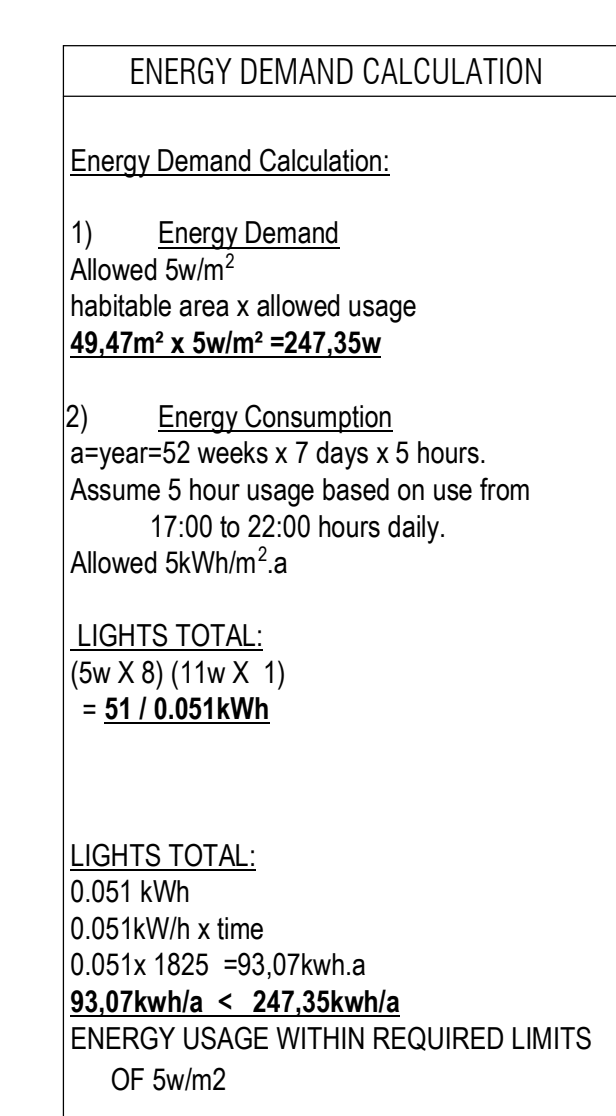
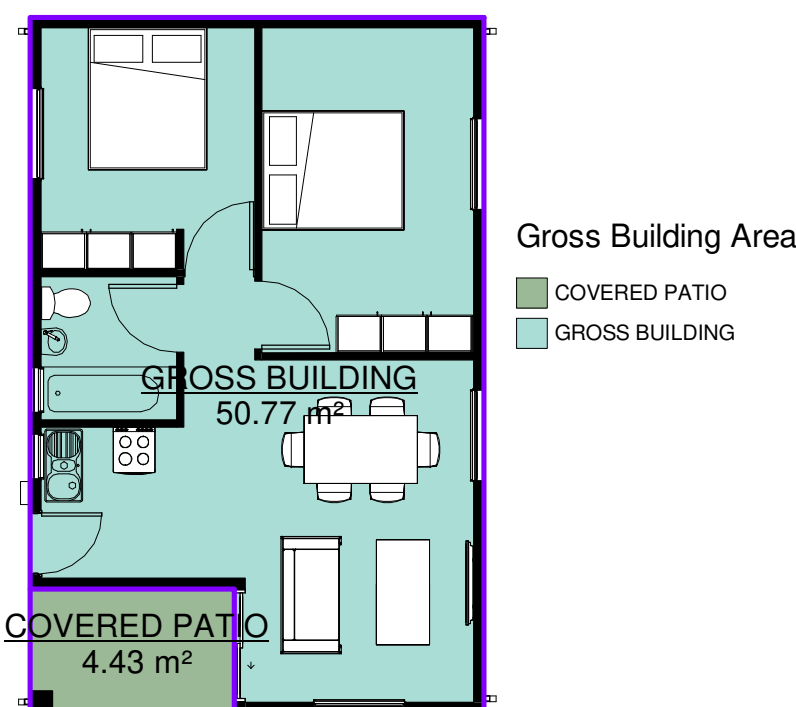


11 Window Schedule
1 : 100

ELECTRICAL LEGEND	
	LED LIGHT FIXTURE
	WALL BRACKET EXTERNAL @ 2100 high
	TWO POLE ONE WAY SWITCH
	PLUG POINT
	DOUBLE PLUG POINT
	STOVE POINT
	TV AERIAL SOCKET AND PLUG
	GEYSER 200 L
	MAIN DISTRIBUTION BOARD
	SINGLE POLE ONE WAY SWITCH
	TWO POLE ONE WAY SWITCH



Area Schedule (GBA)	
Name	Area
COVERED PATIO	4.43 m ²
GROSS BUILDING	50.77 m ²
Grand total: 4	55.20 m ²



GENERAL NOTES

1. ALL DISCREPANCIES/OMISSIONS/CONTRADICTIONS TO BE BROUGHT TO THE ARCHITECTS ATTENTION IMMEDIATELY PRIOR TO WORK COMMENCING ON SITE.

2. All work, materials and site practise to be in strict accordance with: **THE NATIONAL BUILDING REGULATIONS AND BYLAWS (NBR) AND LATEST SABS CODES (0400-1990 & ALL SUBSEQUENT APPLICABLE); SANS 10400-XA AND SANS 240.**

3. This drawing is to be read in conjunction with all other specialist drawings & details including the engineer's drawing set and specifications documentation where provided.

4. All structural work (foundations, slabs, roof, columns, beams, walls, etc.), stormwater, sewer, effluent drainage and fire prevention measures to be to the relevant specialist engineer's design & specifications.

7. Written dimensions to be used; no drawing to be scanned or printed. To be used to fabricate and install scaffolding reported to authority before any work is put in hand.
8. Building area on prepared building platform to be soil positive and level. To be used as working surface for all construction.
9. Contractor to call for all local authority inspections as and where required.
10. Glazing to be carried out in accordance with SANS 10400X4.
11. Monitoring & flashing to be carried out by specialist contractor as agreed with owner / architect & specified as agreed with owner / architect.
12. Work to be carried out in accordance as required by Local Authority to be:
 - 12.1 Brickwork to be laid every third course, and every course for four courses above lintel.
 - 12.2 Mortar to be used between surfaced and brickwork walls to be taken from below to below call, min one brick course.
 - 12.3 75mm concrete to be applied over brickwork, min 150mm laps, see pressure sensitive tape.
13. Construction to be compliant with the Occupation Health & Safety act construction regulations & requirements.

DRAINAGE NOTES

1. **Survey Syster:** Access Panels to be provided to all drainage ducts to comply with part 20.2 of SABS 4040-1990. Note: Accessible on the elements
2. All drainage to comply with National Building Regulations and local bylaws.
3. All drainage to be carried out by a registered plumber.
4. Invert levels of rodding eyes to be min 50mm below natural ground level.
5. All drains to be accessible for repair along entire length.
6. All soil and stormwater pipes to be min 1100 & to a min fall of 1:100 to the street. All stormwater to be painted with R.F.E. point every 25m or at every change of level and direction.
7. All waste pipes to be fitted with resale traps.
8. All waste to sinks to be led into grease trap.
9. Domestic water supply to be 15mm.
10. Geysers to be high pressure geysers.
11. Where any pipe is taken below a surface bed or drainage, it is to be encased in concrete.
12. All slab stacks to be fitted with two way vent valves.
13. Open vent pipe to be provided at head of drain.
14. All waste pipes to be 500 UPVC.
15. All stormwater pipes to be 1100 UPVC with a minimum R-Value of 1.5 to comply with SANS 10400-X4 & SANS 204.

ELECTRICAL
1. Electrical work to be carried out by a registered electrician

PART 8A

PART XA

1. Roof space over the entire building to be insulated with Salsation to industry standards.
2. Geyser for bathrooms to be wrapped with grass wool blanket - 50mm thick flexible foil faced, non-combustible, light weight with permissible R-value of 1.25, sealed edges with duct tape.
3. At least 50% of hot water to be heated by alternative means to heater, installed by specialists.
4. All new hot water pipes exposed on the outside to be insulated to a permissible R-Value of 1.0
5. All gaps on doors and window openings to be properly sealed for energy consumption.

FIRE NOTES
1. All work and provisions to comply with Part T of National Building Regulations

Registered Client / **HANNES VENTER**

Client Representative	NAME

SIGNATURE
2025.05.14

DATE
JH MARAIS
NAME

SACAP Professional	REG. No.
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SIGNATURE
2025 05 14

	DATE
	NAME
	NAME

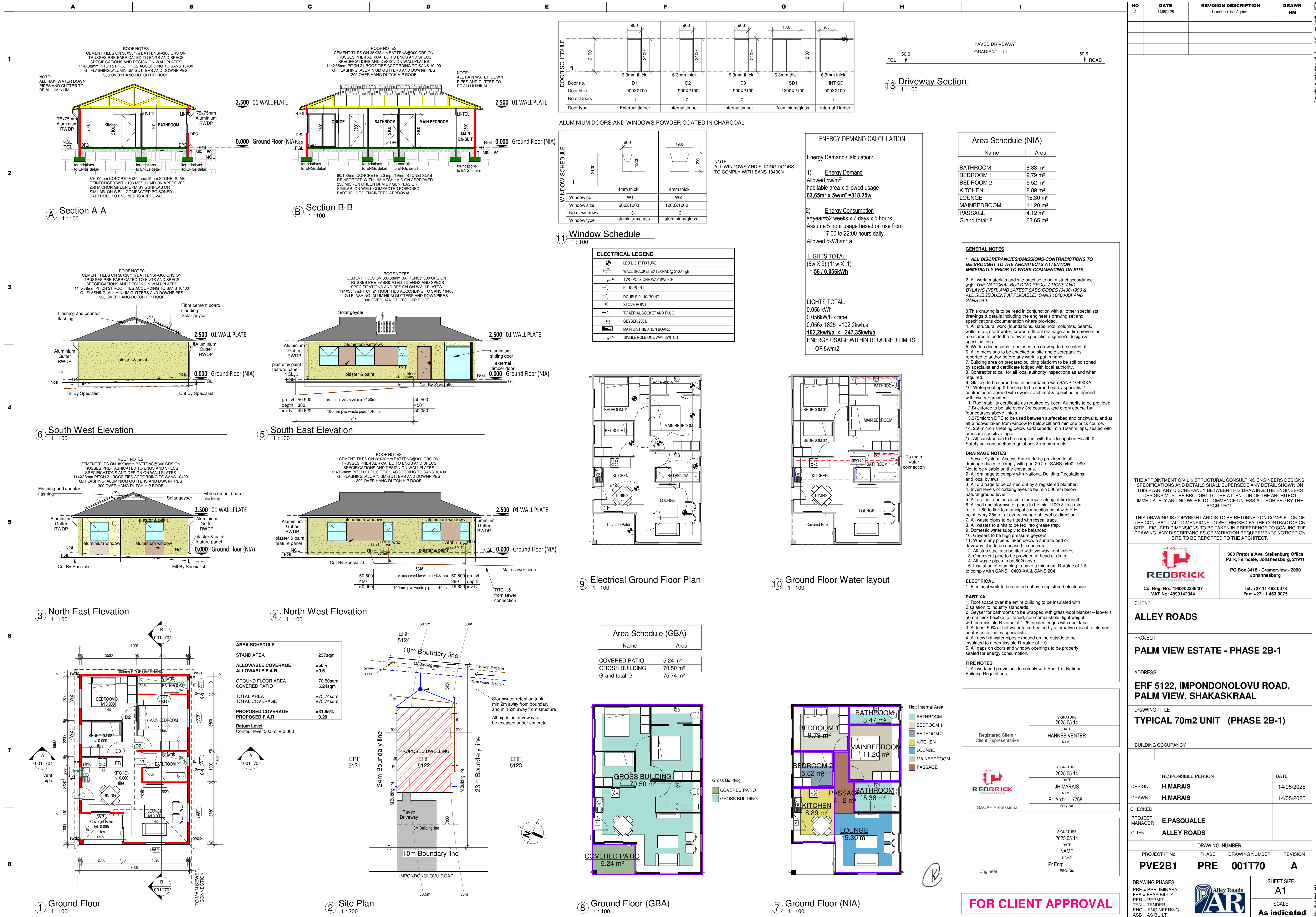
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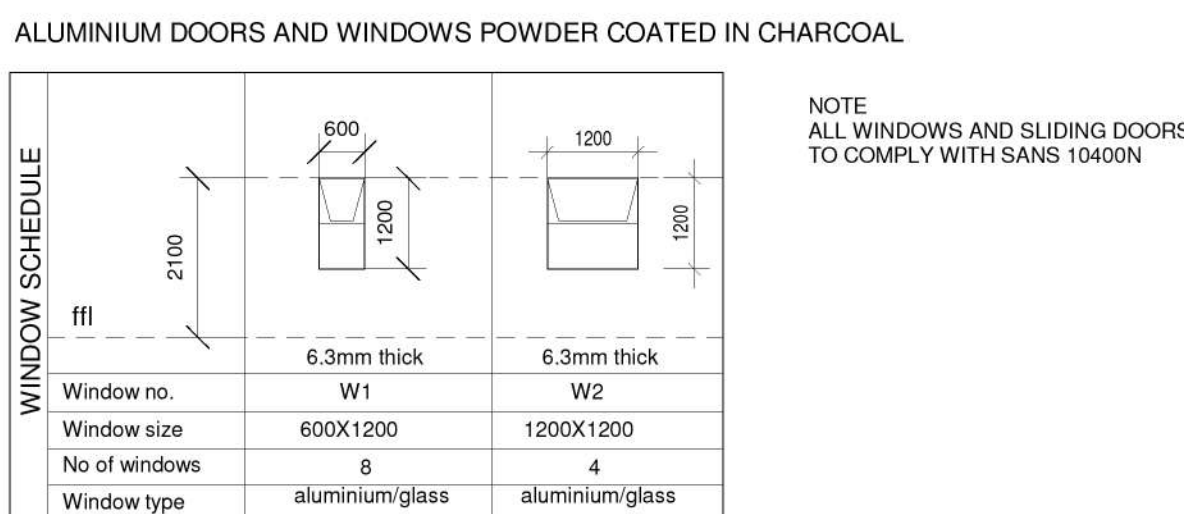
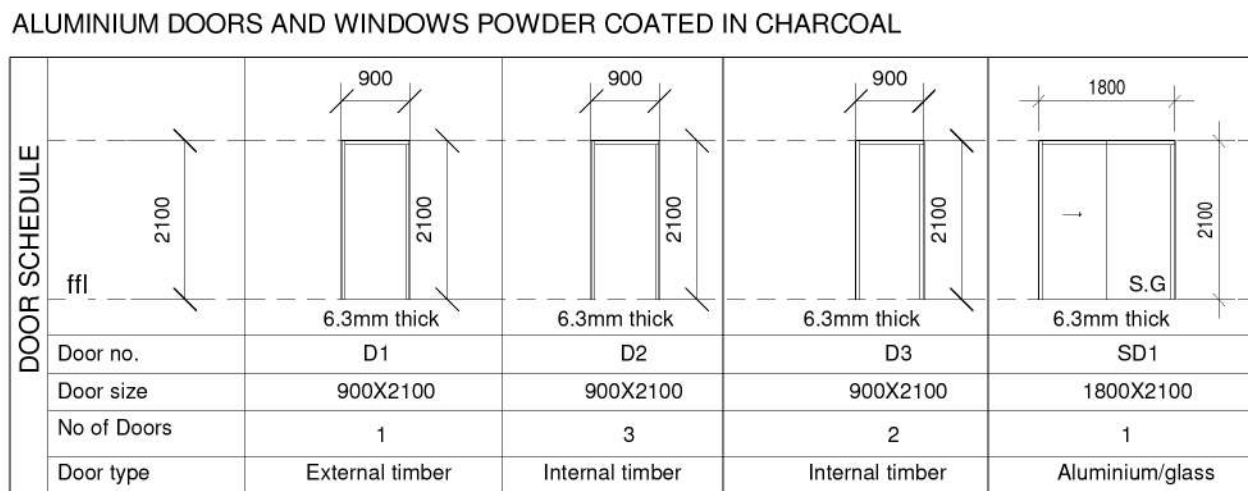
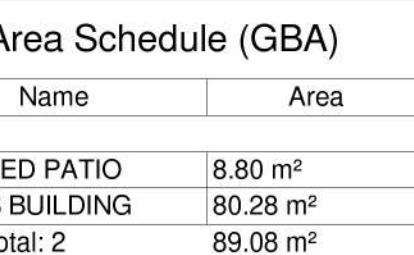
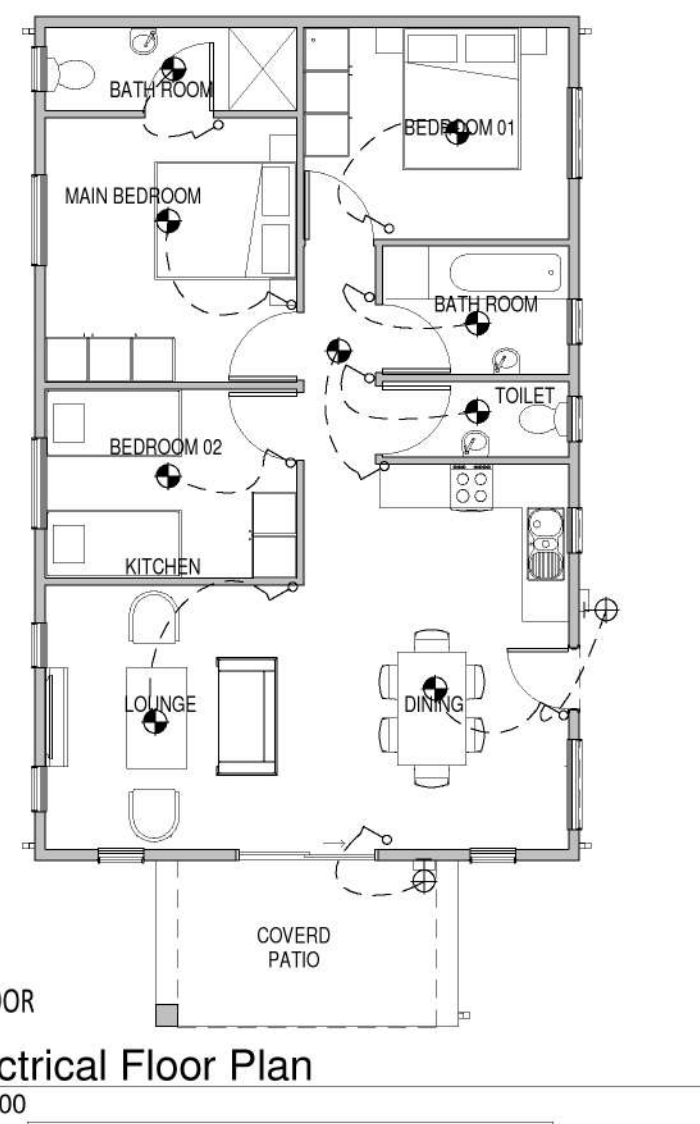
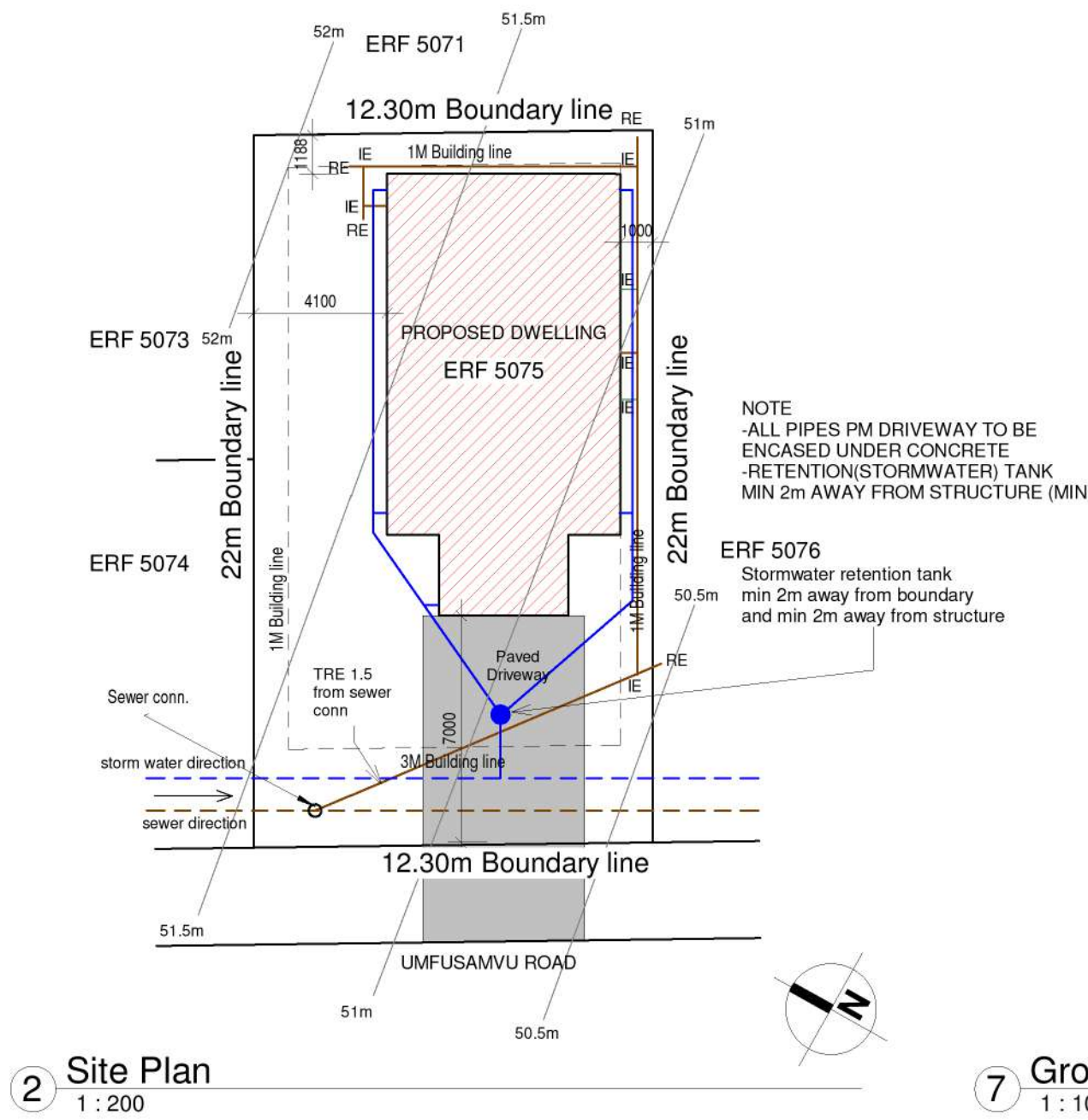
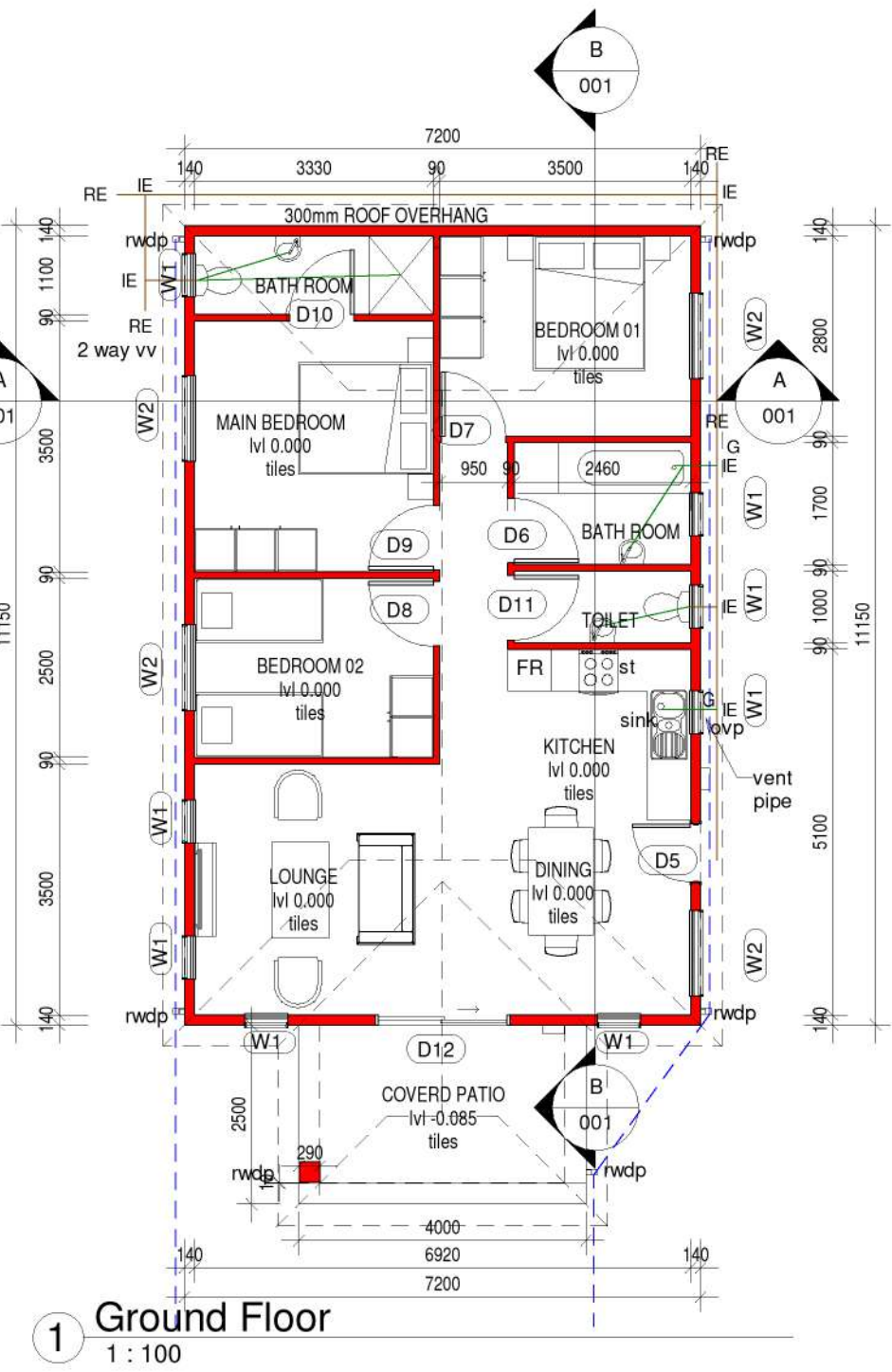
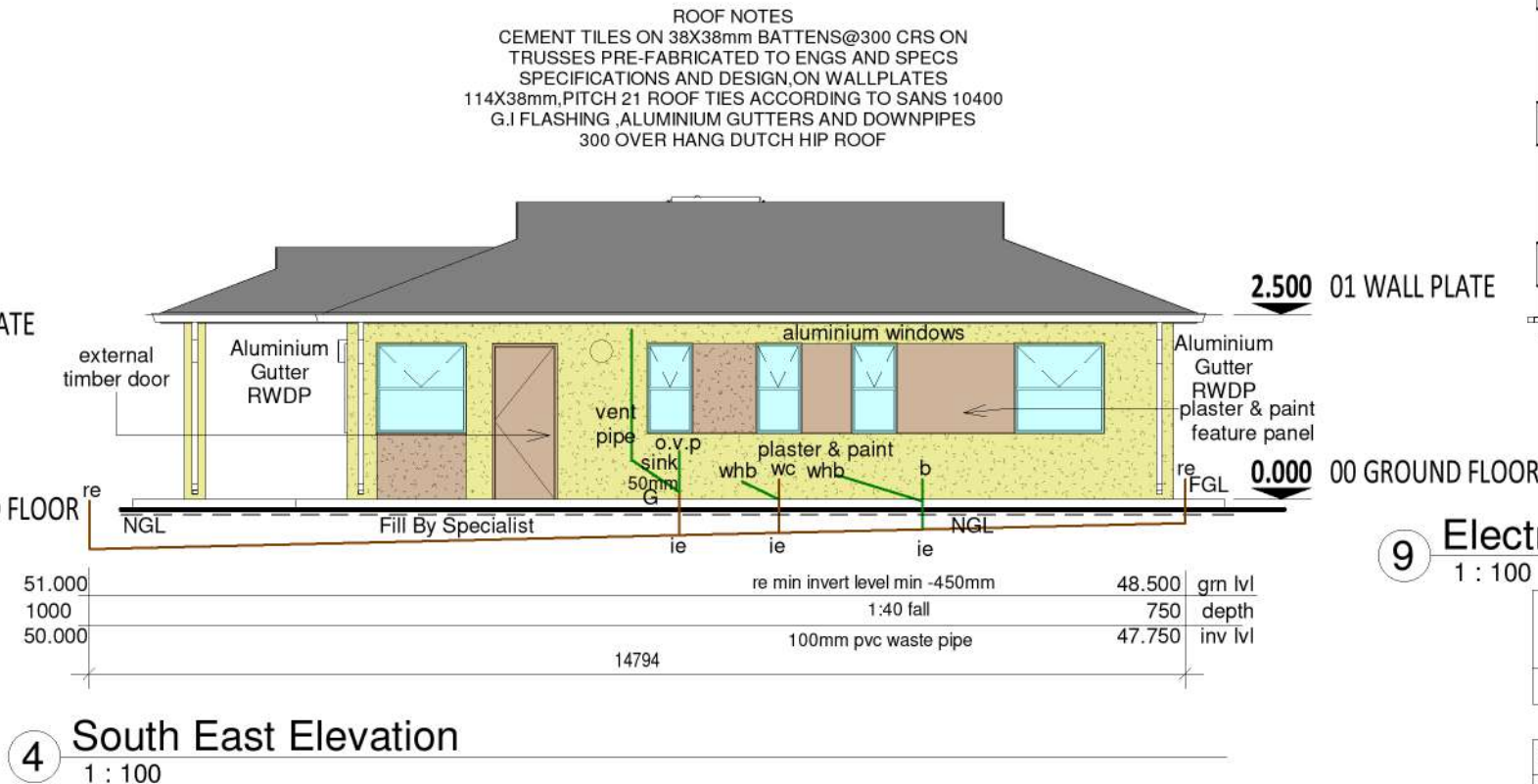
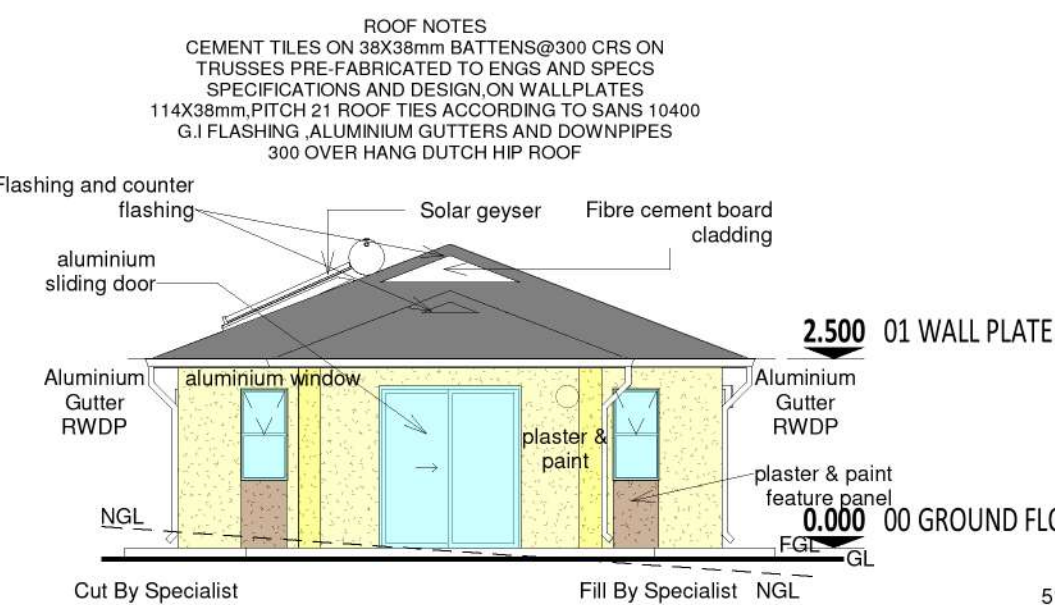
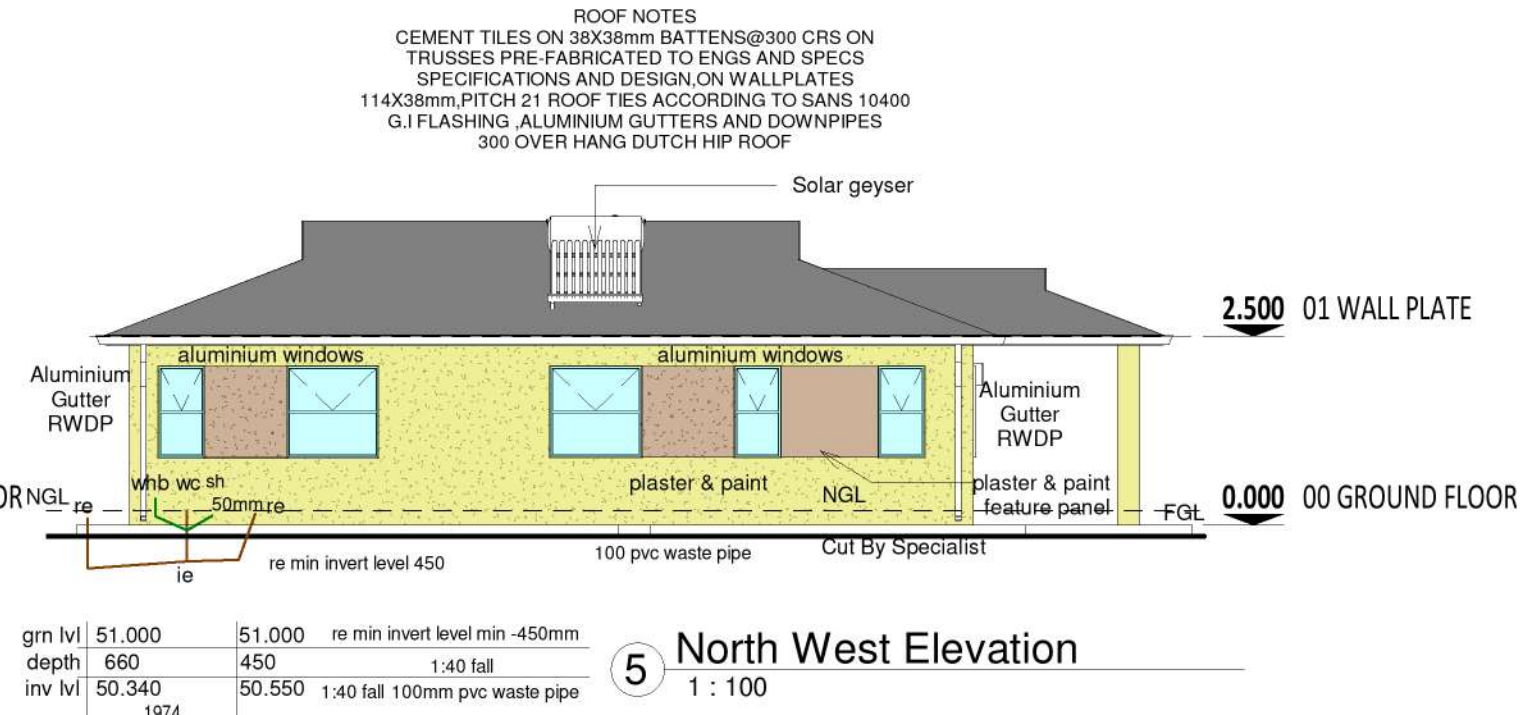
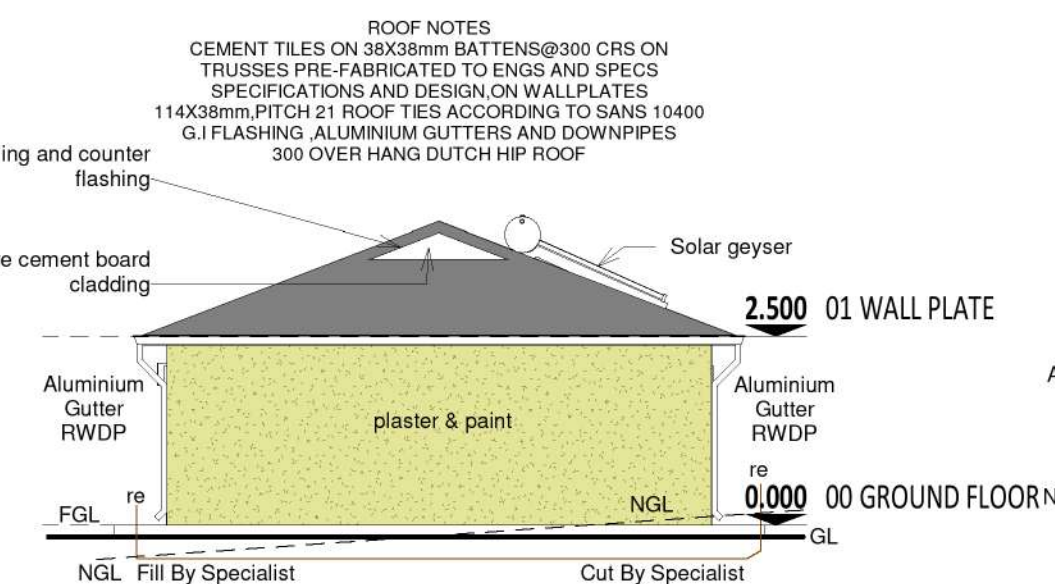
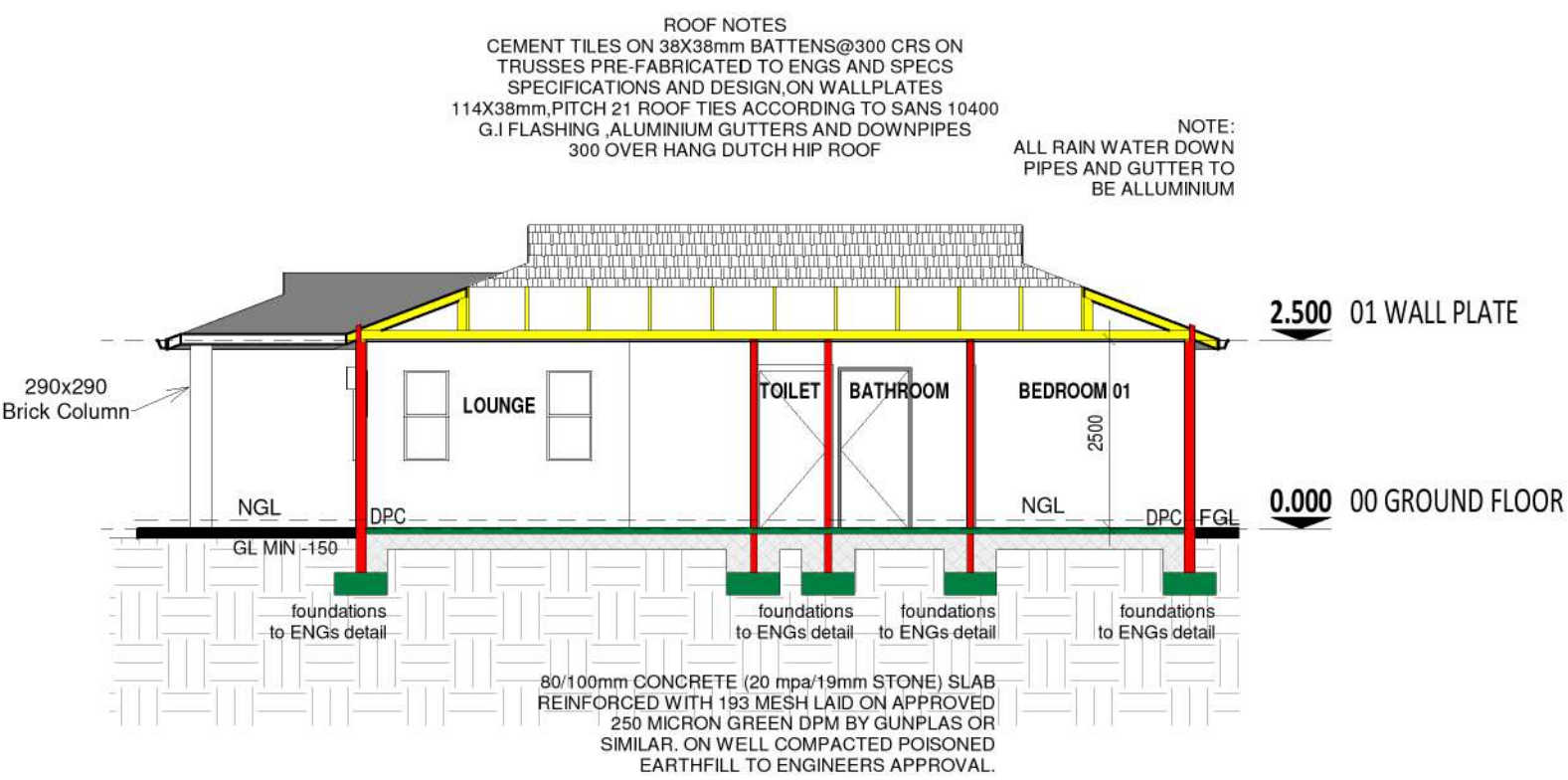
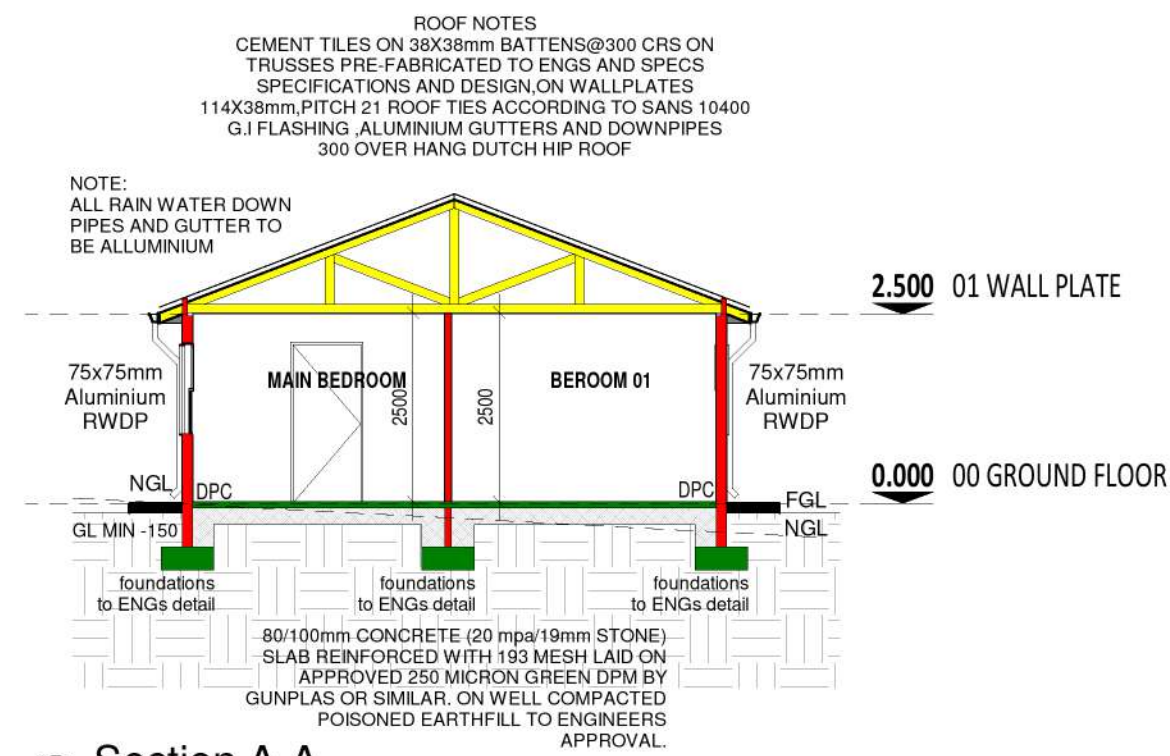
FOR CLIENT APPROVAL

FOR CLIENT APPROVAL

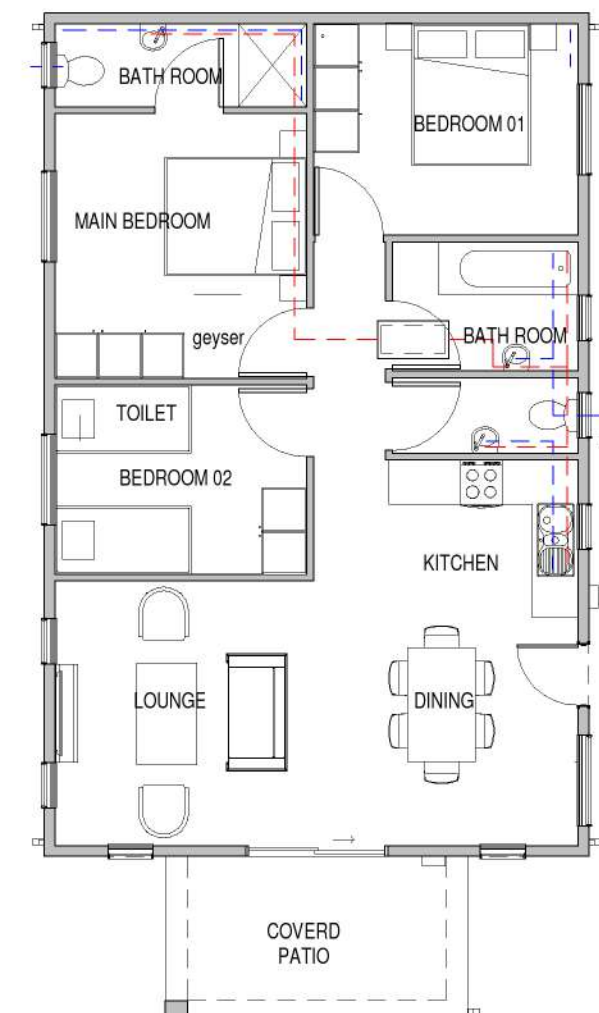
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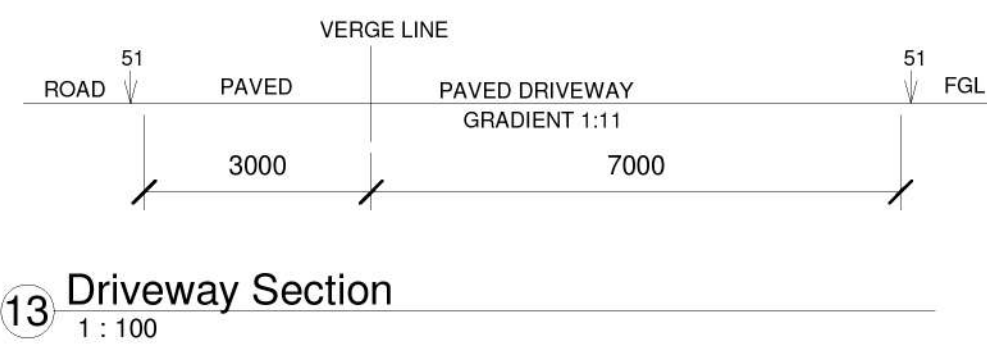




ELECTRICAL LEGEND	
	WALL BRACKET EXTERNAL @ 2100 high
	LED LIGHT FIXTURE
	TWO POLE ONE WAY SWITCH
	PLUG POINT
	DOUBLE PLUG POINT
	STOVE POINT
	TV AERIAL SOCKET AND PLUG
	GEYSER 200 L
	MAIN DISTRIBUTION BOARD
	SINGLE POLE ONE WAY SWITCH



Name	Area
BATHROOM	4.34 m ²
BEDROOM 1	9.80 m ²
BEDROOM 2	8.33 m ²
EN-SUITE	3.66 m ²
KITCHEN	17.85 m ²
LOUNGE	11.97 m ²
MAIN BEDROOM	11.66 m ²
PASSAGE	2.88 m ²
TOILET	2.17 m ²
Grand total: 9	72.65 m ²



GENERAL NOTES

- ALL DISCREPANCIES/OMISSIONS/CONTRADICTIONS TO BE BROUGHT TO THE ARCHITECTS ATTENTION IMMEDIATELY PRIOR TO WORK COMMENCING ON SITE.**
2. All work, materials and site practice to be in strict accordance with **THE NATIONAL BUILDING REGULATIONS AND BYLAWS** AND **LATEST TABS** (**1990 & ALL SUBSEQUENT APPLICABLE**); **SANS 10400-XA AND SANS 240.**
 3. This drawing is to be read in conjunction with all other specialists drawings & details including the engineer's drawing set and specifications documentation where provided.
 4. All site work (four walls, roof, columns, beams, walls, etc.) stormwater, sewer, effluent drainage and fire prevention measures to be to the relevant specialist engineer's design & specifications.
 5. Written dimensions to be used, no drawing to be scaled off.
 6. All dimensions to be checked on site and discrepancies reported to architect before any work commences.
 7. Building area on prepared building platform to be soil poisoned by specialist and certificate lodged with local authority.
 8. Contractor to call for all local authority inspections as when required.
 9. Glazing to be carried out in accordance with SANS 10400/XA.
 10. Waterproofing & flashing to be carried out by specialist contractor agreed with owner / architect & specified as agreed with owner / architect.
 11. Roof stability certificate as required by local Authority to be provided.
 12. Brickwork to be laid every 3rd course and every course for all four abutments above lintols.
 13. 13.375mm DPC to be used between surfacedaced and brickwalls, and at all other locations where walls to below sill and min one brick course over.
 14. 25.00mm sheathing below surfacedaced, min 150mm laps, sealed with pressure sensitive tape.
 15. All construction to be compliant with the Occupation Health & Safety act construction regulations & requirements.

DRAINAGE NOTES

1. Sewer System: Access Panels to be provided to all drainage ducts to comply with part 20.2 of SANS 0400-1990. Not to be available on the roof.
2. All drainage to comply with National Building Regulations and local bylaws.
3. All drainage to be carried out by a registered plumber.
4. Invert levels of rodding eyes to be min 500mm below natural ground level.
5. All drainage to be accessible for repair along entire length.
6. All soil and stormwater pipes to be min 1100 and to a min fall of 1:60 to link to municipal connection point with R.E point every 25m or at least change of grade or direction.
7. All waste pipes to be fitted with seal traps.
8. All wastes to sinks to be fed into grease trap.
9. Domestic water supply to be balanced.
10. Geyser to be high pressure geyser with vent valves.
11. Where any pipe is taken below a surface bed or driveway, it is to be encased in concrete.
12. All stub stacks to be taken up to the roof vent valves.
13. Open vent pipe to be provided at head of drain.
14. All waste pipes to be 500D up.
15. Insulation of plumbing to be minimum R-Value of 1.5 to comply with SANS 10400-X4 & SANS 204.

ELECTRICAL

1. Electrical work to be carried out by a registered electrician

PART XA
1. Roof sp

2. Geyser for bathrooms to be wrapped with grass wool blanket – Isover's 50mm thick flexible foil faced, non-combustible, light weight with permissible R-value of 1.25, sealed edges with duct tape.
3. At least 50% of hot water to be heated by alternative means to element heater, installed by specialists.
4. All new hot water pipes exposed on the outside to be insulated to a permissible R-Value of 1.0
5. All gaps on doors and window openings to be properly sealed for energy consumption.

FIRE NOTES

1. All work and provisions to comply with Part 1 of National Building Regulations

ENERGY DEMAND CALCULATION

Energy Demand Calculation:

1) Energy Demand

Allowed 5W/m^2
habitable area x allowed usage
 $72.65\text{m}^2 \times 5\text{W/m}^2 = 363.25\text{W}$

2) Energy Consumption

a=year=52 weeks x 7 days x 5 hours.
Assume 5 hour usage taken from use from
17:00 to 22:00 hours daily.
Allowed 5KWh/m^2

LIGHTS TOTAL:
 $(5\text{W} \times 9) (11\text{W} \times 2)$
 $= 67 / 0.067\text{KWh}$

LIGHTS TOTAL:
 0.067 kWh
 $0.067\text{KWh} \times \text{time}$
 $0.067 \times 1825 = 122.27\text{kWh.a}$
 $122.27\text{kWh/a} < 363.25\text{kWh/a}$

ENERGY USAGE WITHIN REQUIRED LIMITS
OF 5W/m^2

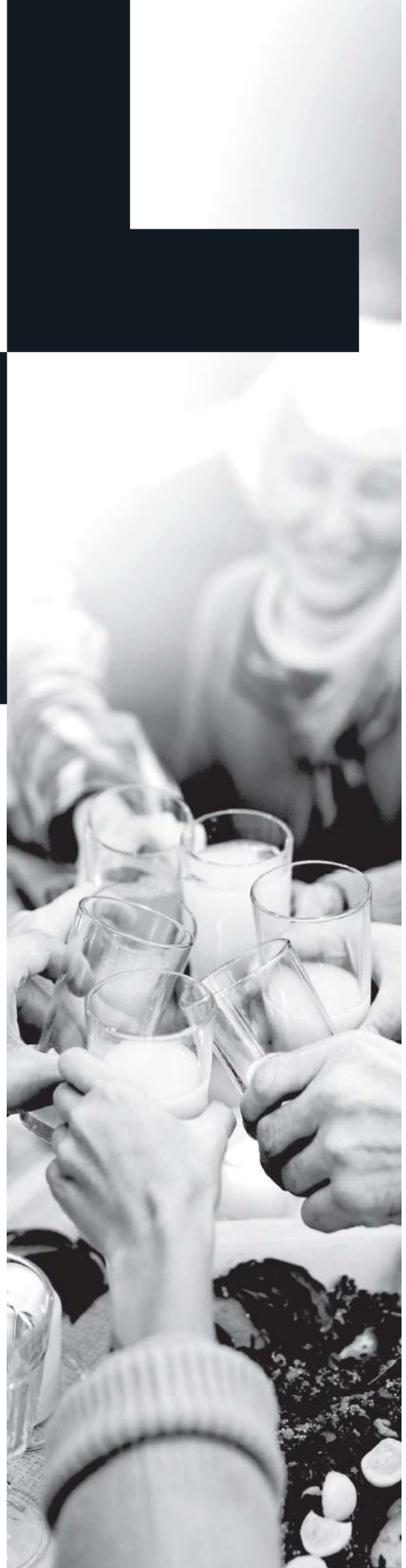
FOR CLIENT APPROVAL

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FICA Client Pack

Purchaser / Tenant



Dear Client

Re: COMPLIANCE WITH THE FINANCIAL INTELLIGENCE CENTRE ACT (ACT 38 OF 2001), AS AMENDED BY THE FINANCIAL INTELLIGENCE CENTRE AMENDED ACT (ACT 1 OF 2017)

The **FINANCIAL INTELLIGENCE CENTRE ACT (FICA)**, designed to counter money laundering, has been promulgated. Property Practitioners have been designated as accountable institutions in terms of the ACT.

As an accountable institution, we may not establish a business relationship, or conclude a single transaction, with you, our Client, unless:

1. We take the steps prescribed by the ACT to establish and verify the identity of such Client.
2. We take the prescribed steps to identify the source of any funding (other than bank loans) required to conclude the transaction.
3. We keep a record of the details so obtained and verified for 5 years after the conclusion of the business relationship or single transaction, as the case may be.

The attached questionnaire which we ask you to complete and sign will ensure that both you and us comply with our obligations under the Act.

Whilst it may seem that these questions do constitute unwarranted intrusion into your affairs, we ask that you do complete the questionnaire fully, and we give our undertaking that the information supplied will not be divulged to any unauthorised person or instance.

Should the required information not be obtained and verified, we shall be in contravention of our legal obligations under the Act. Similarly, should any other Property Practitioner that you deal with not comply with the Act, that person or Estate Agency will be in contravention of their legal obligations under the Act. Anyone concluding a transaction with you without having satisfied such legal obligations would face the possibility of an extremely hefty fine, a term of imprisonment, or both.

Our Property Practitioner is registered with the Property Practitioners Regulatory Authority (PPRA), (a copy of the relevant Fidelity Fund Certificate is available on request) and is also bound by Act 112 of 1976 (The Estate Agency Affairs Act) and/or The Property Practitioners Act 22 of 2019 (which ever applies), to safeguard the interests and confidentiality of Clients at all times.

Thank you for your co-operation.

Yours faithfully



PlusGroup Principal

I/We _____
and _____
hereby declare that I/we reside at _____

I/We further declare that as far as I/we am/are aware I/we do not have access to any other documentation that contains more substantiating proof of my/our residential address due to the fact that all correspondence as well as any accounts I/we receive are sent to my post box address being: _____

THUS DONE AND SIGNED at _____ on _____ 20_____

AS WITNESS

PURCHASER / TENANT (Delete which is not applicable)

RSA Identity or Foreign Passport No.

JOINT PURCHASER / TENANT (Delete which is not applicable)

RSA Identity or Foreign Passport No.

Initial: 

Purchaser / Tenant FICA questionnaire – Natural persons

To be completed by the Client (person completing the questionnaire) dealing with PlusGroup. Tick where applicable (X)

1. Full name & Surname (i.e. the person completing this questionnaire) _____

2. Are you a South African citizen / permanent resident? ☐ Yes ☐ No ☐

3. Are you dealing with PlusGroup on behalf of another person (i.e. a Principal)? ☐ Yes ☐ No ☐

If "yes", Principal's full name: _____

4. If you are dealing with PlusGroup on behalf of a Principal, please indicate your authority to do so?

☐ Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

5. Will, following your completion of this questionnaire, someone else deal with PlusGroup on your behalf (i.e. a Representative)?

☐ Yes ☐ No ☐ If "yes", what is the Representative's full name? _____

6. What is the source of that Representative's authority to deal with PlusGroup on your behalf?

☐ Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

7. Describe the type of service you seek from PlusGroup, and the purpose for which that service is sought.

8. Is this a Single Transaction (once-off) or Business Relationship (more than one Transaction over a certain period of time)?

☐ Single Transaction ☐ Business Relationship ☐

9. How will any payments owed to PlusGroup under the Business Relationship be financed?

10. Will any payments involve a payment by you or your Representative of R25 000 or more in cash?

(i.e. paper money, coins or traveller's cheques?)

☐ Yes ☐ No ☐

11. Do you now, or have you in the past 12 months, occupied, any of the following positions in any country other than South Africa?

☐ Yes ☐ No ☐ If "yes", please indicate the position that you occupy(ied).

Head of state	Member of the royal family	Senior executive of a state-owned entity	Senior judicial officer
Cabinet member	High rank in the military	Senior member of political party	

12. If you responded "yes" to the previous question, please indicate the source of your wealth.

13. Do you now occupy, or have you in the past 12 months occupied, any of the following positions in South Africa?

☐ Yes ☐ No ☐ If "yes", please indicate the position that you occupy(ied).

President or deputy president of South Africa	Manager or CFO of a municipality
Leader of a political party	Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity
Cabinet minister or deputy minister	Head, accounting officer or CFO of a national or provincial department
Member of a royal family	Ambassador, high commissioner or other senior representative of a foreign country based in South Africa
Premier of a province	Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a Company doing more than the gazetted amount worth of business with the government
Senior traditional leader	
MEC of a province	
Judge	
Mayor of a municipality	

14. If you responded "yes" to the previous question, please indicate the source of your wealth.

Note: Even if you are acting on behalf of a Principal, you are still the Client for purposes of FICA and this questionnaire.

Full name of Officer administering questionnaire: _____

Signature: _____ Date: ____/____/20____

Initial:  _____

Joint Purchaser / Tenant FICA questionnaire – Natural persons

To be completed by the Client (person completing the questionnaire) dealing with PlusGroup. Tick where applicable (X)

1. Full name & Surname (i.e. the person completing this questionnaire) _____

2. Are you a South African citizen / permanent resident? ☐ Yes ☐ No ☐

3. Are you dealing with PlusGroup on behalf of another person (i.e. a Principal)? ☐ Yes ☐ No ☐

If "yes", Principal's full name: _____

4. If you are dealing with PlusGroup on behalf of a Principal, please indicate your authority to do so?

☐ Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

5. Will, following your completion of this questionnaire, someone else deal with PlusGroup on your behalf (i.e. a Representative)?

☐ Yes ☐ No ☐ If "yes", what is the Representative's full name? _____

6. What is the source of that Representative's authority to deal with PlusGroup on your behalf?

☐ Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

7. Describe the type of service you seek from PlusGroup, and the purpose for which that service is sought.

8. Is this a Single Transaction (once-off) or Business Relationship (more than one Transaction over a certain period of time)?

☐ Single Transaction ☐ Business Relationship ☐

9. How will any payments owed to PlusGroup under the Business Relationship be financed?

10. Will any payments involve a payment by you or your Representative of R25 000 or more in cash?

(i.e. paper money, coins or traveller's cheques?)

☐ Yes ☐ No ☐

11. Do you now, or have you in the past 12 months, occupied, any of the following positions in any country other than South Africa?

☐ Yes ☐ No ☐ If "yes", please indicate the position that you occupy(ied).

Head of state	Member of the royal family	Senior executive of a state-owned entity	Senior judicial officer
Cabinet member	High rank in the military	Senior member of political party	

12. If you responded "yes" to the previous question, please indicate the source of your wealth.

13. Do you now occupy, or have you in the past 12 months occupied, any of the following positions in South Africa?

☐ Yes ☐ No ☐ If "yes", please indicate the position that you occupy(ied).

President or deputy president of South Africa
Leader of a political party
Cabinet minister or deputy minister
Member of a royal family
Premier of a province
Senior traditional leader
MEC of a province
Judge
Mayor of a municipality

Manager or CFO of a municipality
Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity
Head, accounting officer or CFO of a national or provincial department
Ambassador, high commissioner or other senior representative of a foreign country based in South Africa
Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a Company doing more than the gazetted amount worth of business with the government

14. If you responded "yes" to the previous question, please indicate the source of your wealth.

Note: Even if you are acting on behalf of a Principal, you are still the Client for purposes of FICA and this questionnaire.

Full name of Officer administering questionnaire: _____

Signature: _____ Date: ____/____/20____

Initial:  _____

Addendum to sales agreement

Consent in terms of the protection of Personal Information Act:

This addendum entered into by the Purchaser/s and the Seller/s only amplifies the Principal Agreement with regards to the below provisions in order to comply with the Protection of Personal Information Act, 4 of 2013.

Property Description: _____

Seller: _____

Joint Seller: _____
(Full names & surname)

Purchaser: _____

Joint Purchaser: _____
(Full names & surname)

The Seller/s and the Purchaser/s (hereinafter collectively referred to as "**the parties**") mentioned above have entered into an agreement of sale of immovable property and understand that, for the transaction to proceed their personal information has to be shared with certain third parties. The parties therefore now hereby enter into this addendum in order to grant such consent.

The parties hereby expressly grant permission that their personal information contained in the agreement of sale and its annexures be shared with the mortgage bond originators or any other financial institutions for the purpose of obtaining a mortgage bond, the appointed conveyancing attorneys, the South African Revenue Services, the Financial Intelligence Centre, local municipalities, relevant body corporates or home owners associations, the offices of the Registrar of Deeds and the Master of the High Court, or any other third party for the purposes of finalizing the transaction as contemplated in the agreement of sale.

SIGNED by the **PURCHASER/S** at: _____ on _____

The Purchaser/s hereby also **consent** to the retaining of their personal information by PlusGroup for the purposes of future business and/or marketing.

AS WITNESS

PURCHASER

JOINT PURCHASER

SIGNED by the **SELLER/S** at: _____ on _____

The Seller/s hereby also **consent** to the retaining of their personal information by PlusGroup for the purposes of future business and/or marketing.

AS WITNESS

SELLER

JOINT SELLER

Agent's professional fee annexure to offer to purchase

Development: _____

Property or unit description: _____

Seller/developer: _____

Purchaser: _____

Joint Purchaser: _____

Agent: _____

The above-mentioned purchaser/s hereby acknowledge that he/she/they have been informed of the following:

1. The purchase price of the sale of the property mentioned above includes the Agent's professional fee of _____% (_____) Plus VAT.
2. Should the offer to purchase agreement be cancelled (at any time after all the suspensive conditions have been fulfilled) either:
 - 2.1. by the Purchaser/s; or
 - 2.2. by the Seller as a result of the Purchaser/s' breach of the agreement.
then the Purchaser/s shall remain liable for the payment of the Agent's professional fee.
3. In the event of cancellation as per clause 2 above, the Agent's professional fee shall be payable:
 - 3.1. As a first charge against any deposit amount already received by the relevant conveyancer in their trust account, or
 - 3.2. If no deposit has been paid by the Purchaser/s, the Purchaser/s shall be requested to make payment directly to the Agent.
4. Should the Agent have to hand over the matter to its attorneys for the collection of the Agent's professional fee, the Purchaser/s will be liable for the costs thereof on an attorney and client scale.
5. The contact details of the Purchaser/s as contained in the offer to purchase will be used for the delivery of any communication, notices, or proceedings in terms of this Agent's professional fee addendum.

Date: _____ Place: _____

PURCHASER

JOINT PURCHASER

WITNESS

Benefits of this annexure accepted on behalf of the agent:

Date: _____ Place: _____



FOR AND ON BEHALF OF THE AGENT

ADDENDUM : PLUS GROUP – PURCHASER VIEWING & COMMISSION DISCLOSURE FORM

Date: _____

Development: _____

Unit: _____

Property Address:

Purchaser Name & Surname:

This agreement is entered into between **Plus Group** ("the Company") and the undersigned **Independent Contracted Agent** ("Agent") freely and voluntarily upon which signature the signatories confirm their understanding of the content hereof and the obligations and implications manifesting here from:

I, the undersigned Agent, unequivocally and irrevocably hereby confirm the following:

1. I have personally and physically accompanied the above-named Purchaser and/or his/her/its duly appointed and authorised nominee to view the exact property that the Purchaser is purchasing as duly described above and recorded per the Offer to Purchase;
2. I acknowledge that the Purchaser and/or his/her/its duly appointed and authorised nominee has completed their own property disclosure in my presence and on the same date with reference to the viewing per 1 above;
3. I confirm that I have expressly, and in no uncertain terms, informed the Purchaser that the unit will not be renovated, altered or modified to any extent whatsoever, and that the unit may not be in the same condition as the show unit;
4. In the event of any misrepresentation of whatsoever nature I will be personally be held liable for any reputational damage or claims made against Plus Group arising from this transaction and such misrepresentation, whether directly or indirectly;
5. Should it be found that I have breached any of the above confirmations/ undertakings or misrepresented any information or manipulated any fact or circumstances, or failed to adhere to any of the positive obligations imposed hereby, then in such event I will be personally held fully responsible and will not be entitled to any commission relating to this transaction and liable to any other consequential damages suffered by Plus Group. I shall furthermore be liable for all legal costs incurred by Plus Group in the enforcement of this agreement on the scale as between attorney and own client;
6. I furthermore wholly indemnify Plus Group and any its subsidiaries, directors, associates and personnel from any claims and ancillary relief such as legal costs manifesting from any contravention of this agreement and the anticipated transaction;
7. I accept that I am responsible for any commission claims arising from this introduction and viewing, even if any issues are later resolved.



8. I understand the importance and urgency of this declaration and confirm that all information provided herein is accurate to the best of my knowledge.
9. I confirm that I am aware of, and agree to comply with, the provisions of the **Property Practitioners Act, 2019 (Act No. 22 of 2019)** and all regulations issued by the **Property Practitioners Regulatory Authority (PPRA)**, including disclosure obligations, ethical conduct requirements, and commission entitlement rules. I understand that any false or misleading statement in this declaration may result in disciplinary action, legal consequences, and forfeiture of commission as provided for under the Act.

Selling Agent

Name & Surname: _____

Agency Name: _____

Contact Number: _____

Signature of Agent: _____ Date: _____

Joint Selling Agent

Name & Surname: _____

Agency Name: _____

Contact Number: _____

Signature of Agent: _____ Date: _____

Signature of Principal (Kobus Du Plessis):  _____

Witness Name & Signature: _____ Date: _____

