

Unit No _____ Parking No _____

VUE DE LA VILLE LIFESTYLE ESTATE

SECTIONAL TITLE DEED OF SALE

Made and entered into between

SELLER: CALITZ FAMILY TRUST, T2422/94

of c/o Proplan Property Group, Third Floor, Skyscape Terraces, DJ Wood Way, Bellville, 7530

Telephone: (021) 948-9510 Fax: (021) 948-9520

and

PURCHASER 1: _____

I.D/REG NO: _____

PURCHASER 2: _____

I.D: _____

Property Unit No. _____ (the unit) measuring approximately _____ square meters and parking Bay No

P _____ (the parking bay) and Storage Space No. S _____ (the storage space) in the parking garage of the scheme known as VUE DE LA VILLE to be developed upon the Property known as Erf 23683, Portion 5A, Plattekloof to be constructed, surveyed and registered substantially in accordance with the proposed lay-out plan in Annexure "A1" situate in PAROW, Province Western Cape, (which property will be supplied with a final section number by the Surveyor General); together with an undivided share in the common property of the scheme (hereinafter referred to as "the Property") for the under-mentioned PURCHASE PRICE which is calculated as follows:

Unit R _____

Parking bay R _____

Purchase price R _____ Vat Inclusive

Deposit of R _____ is payable per clause 1 hereinafter;

Mortgage bond R _____ (see clause 8 hereunder);

Balance R _____ payable against registration of transfer.

Envisaged date of possession: as close as possible to November 2011.

Occupational rental of: R _____ p/m shall be payable by the Purchaser to the Seller from date of occupation until the date of transfer, and

Estimated Monthly Levies: R _____ payable by the Purchaser from occupation date.

This transaction is subject to the terms and conditions exclusively contained herein.

SIGNED BY THE PURCHASER AT _____ ON THIS _____
DAY OF _____ 2010.

AS WITNESSES:

1. _____ **PURCHASER 1**
(who warrants he/she is authorised thereto)
2. _____

Hereby also consenting in terms of Section 15(2) (A and B) Act 88 of 1983 to purchaser mortgaging the property

PURCHASER 2

SIGNED BY SELLER AT _____ ON THIS _____
DAY OF _____ 2010.

AS WITNESSES:

1. _____ **SELLER**
2. _____

SIGNED BY SELLING AGENT AT _____ ON THIS _____
DAY OF _____ 2010.

UKHOLO PROPERTY CONSULTANTS

VUE DE LA VILLE LIFESTYLE ESTATE

TERMS AND CONDITIONS

1. PURCHASE PRICE AND TRANSFER

The deposit shall be payable within 14 days after acceptance, to the Conveyancers, VGV Attorneys (Bellville office, Mr H Van Zyl) to be held in trust pending registration, with interest to the Seller.

The balance shall be paid against registration of transfer, which shall be given and taken as close as possible to the date of possession. The Purchaser shall within 30 days from request by the Conveyancer furnish the Seller's Conveyancer with a bank guarantee for payment of that part of the balance of the purchase price, which is not covered by an approved mortgage bond.

2. PROPERTY SOLD

2.1 The property, should the building not be complete as at date of purchase, is sold with the building to be completed in accordance with the plans, layout and specifications annexed marked "A1, A2, A3, A4 & "B2" respectively.

The parties confirm and the Purchaser, in particular, accepts that:

2.1.1 the property is sufficiently identified on the annexures "A 1, A2, A3, A4 & B2" and that he has perused the plans, layout and specifications and that he will accept delivery of the property provided it has been completed substantially in accordance with the above,

2.1.2 the property is a sectional title unit as defined in Act 95/1986 of which the register is still to be opened and that the purchase includes an undivided share in the common property as will appear on the sectional title plans to be drafted by the Sellers' Land Surveyors.

The property is sold subject to existing title conditions and such conditions as may be imposed by the Local Authority when approving the development. In addition the Rules as contained in Schedules 8 and 9 of the Regulations to Act 95/1986, as supplemented by clause 2.5 hereinafter, shall apply to the scheme together with the provisions contained in annexure "C3".

Prior to transfer the Purchaser shall not sell or alienate the property nor advertise it for sale, until registration has been affected. In the event that the Purchaser disregards this prohibition, the Seller shall be entitled to cancel the agreement with immediate effect.

Any parking bay and or storage space that is sold to a purchaser in terms hereof will be awarded to him or her as an exclusive use area in terms of section 27A of the Sectional Titles Act.

The following additional rule is made applicable to the scheme by the Seller as Developer in terms of section 35 of the Sectional Titles Act read in compliance with section 27A thereof:

"72. The owner of each unit that appears in the Schedule of Parking and storage Space, which is a schedule to the rules annexed hereto, will be entitled to the exclusive use of a parking bay and/ or storage space, being a part of the common property, which is indicated on such schedule as the parking bay and/or storage space reserved for the exclusive use and enjoyment of the owner of the respective unit. The number of each parking bay in the schedule shall correspond with a physical parking bay on the common property on which the same number is clearly marked with the prefix "P" and the number of each storage space in the schedule shall correspond with a physical parking bay on the common property on which the same number is clearly marked with the prefix "S".

The Seller, however, reserves the right to issue certificates of registered sectional title to a Purchaser relating to a parking area or storage area purchased as part of the property in stead of reserving the right of exclusive use should it so determine in its exclusive discretion.

2.2.1 This Contract shall be subject to all the terms and conditions contained herein as well as the following annexures, namely:-

Site Development Plan	(Annexure "A1")
Layout plan – Apartments	(Annexure "A2")
Layout plan – apartment type	(Annexure "A3")
Layout plan – basement parking / storage space	(Annexure "A4")
Specifications	(Annexure "B2")
Conduct Rules	(Annexure "C1")
Constitution	(Annexure "C2")
Resident's Basic Service Contract	(Annexure "C3")
Variation Schedule	(Annexure "D1")
Levy Budget – Home Owners	(Annexure "E1")
Levy Budget – Sectional Title Units	(Annexure "E2")
Guarantees	(Annexure "F1")
Assisted Living Annexure	(if applicable)

and which shall together constitute the entire Contract between the parties.

3. POSSESSION

The purchaser acknowledges that the Seller will only start with erecting the scheme after sufficient sales of units in the scheme has taken place and the Seller does not guarantee that the property will be completed on the envisaged date of Possession. The Seller shall however have the right to notify the Purchaser in writing at the address mentioned on page one of this agreement of the date on which the property will be ready for occupation and such date shall be deemed to be the official date of occupation provided that the Date of Possession will not be more than 60 days prior to the date of the notice.

Any dispute between the parties regarding whether the property was suitable for meaningful occupation on the Date of Possession as determined by the Seller shall be referred to the project architect as expert for his ruling and his decision shall be final and binding on the parties.

4. WARRANTIES

- 4.1 The Seller sells the property voetstoots, but the Purchaser shall have the right to notify the Seller within 14 days after date of possession in writing of all visible defects in the property, failing which the Purchaser shall be deemed to have accepted the property in good order and condition. The Seller shall cause all defects of which he was notified to be repaired within a reasonable time.
- 4.2 The Seller undertakes to repair any leakage to the roof which may appear within 12 months from occupation and any other defects which may appear within 3 months from date of completion of the building if such is attributable to faulty workmanship or material, subject to the Purchaser giving the Seller written notice of the defects within 14 days after expiry of the relevant period and allowing the Seller a reasonable period within which to effect the repairs.
- 4.3 Save as herein contained, the Seller shall not be liable for any warranties or guarantees in respect of the property or the building/s in the scheme, unless such warranty or guarantee is put into writing and is signed by the Seller.
- 4.4 The Purchaser shall not have any claim against the Seller in respect of damage or loss due to any repairs not having been effected or effected timeously as a result of vis major or another cause wholly or partly beyond the Seller's control provided that the Seller shall finalize the repairs within a reasonable time from the moment that the vis major or other cause does not exist anymore.

5. DEFAULT

If the Purchaser fails to comply on due date with any obligation the Seller shall be entitled to either cancel this agreement by registered post to the Purchaser at the domicile address, in which event the Purchaser shall forfeit all monies paid to the Seller, or claim immediate performance of all the Purchaser's obligations in

terms hereof, but in either event with reservation of all the Seller's rights to recover damages.

Should the Purchaser dispute the right to cancel and/or remain in possession of the property after cancellation the Purchaser shall remain obliged to pay interest and levies to the Body Corporate in consideration of occupation/possession.

6. GENERAL PROVISIONS

- 6.1 The agreement is not subject to any condition not herein contained, and no indulgence, relaxation or failure to exercise rights in terms hereof by the Seller shall constitute a waiver and any variation hereof is valid only if reduced to writing and signed by the parties.
- 6.2 The Purchaser's signature hereto constitutes an offer irrevocable for a period of 21 days within which the Seller may accept it. The Purchaser authorises the Seller or his/her Agent to sign the bond application on his/her behalf and to acquire the necessary proof of income for bond approval purposes directly from the Purchaser's employer.
- 6.3 The Purchaser undertakes to accept possession of the property on the date specified or of which he is given 30 days written notice by the Seller and in consideration of the tender of possession and waiver of its builder's lien he irrevocably and in rem suam authorises the Seller to obtain payment of the full balance of the mortgage loan proceeds.

7. GRANTING OF MORTGAGE BOND

This agreement is subject to the Purchaser successfully obtaining a mortgage bond from a financial institution for the purpose of purchasing a property for the amount as set out on page one of this agreement, within 30 days after signing this agreement. In the event of the mortgage bond not being approved within the prescribed period, the Seller shall be entitled to renounce this agreement with immediate effect by means of a written notice to the Purchaser to such effect.

8. COSTS

There is no Transfer Duty payable as the Seller is registered as a VAT vendor, but the Purchaser shall be liable for all transfer costs and where applicable also for the registration of the mortgage bond. The Seller will however pay the agents commission to the Agent.

9. DOMICILIA CITANDI ET EXECUTANDI

The parties choose domicilium citandi et executandi for the purpose of giving any notice, serving any process, or for any other purpose arising from this agreement, at the address as set out herein before mentioned.

10. WAIVER

Notwithstanding any contrary express or implied terms of this deed of sale, no relaxation or time extension which is granted by the Seller in regards to any matter or anything that the Purchaser is compelled to carry out or fulfil in regards hereto will in no circumstances be interpreted as a waiver of the Seller's right to require at any time and without notice prompt and strict fulfilment of each and every term or condition hereof.

11. SURETYSHIP

In the event that the Purchaser is a juristic person the person signing this agreement on behalf of the Purchaser as representative binds himself/herself as surety and co-principal debtor to the Seller for the due performance by the Purchaser of all its obligations towards the Seller under this agreement.

12. VARIATION

This deed of sale contains the entire agreement between the parties. This agreement cannot be varied, added to, or cancelled by agreement otherwise than by means of a further written agreement between the parties.

13. SELLER'S RIGHT TO RESILE

Should the Seller, for whatever reason, be prohibited to commence with the construction of the works (that it has to undertake in terms of the accompanying Building Agreement upon the Property) within 180 (One Hundred and Eighty) days from the signature date or such longer period as the Seller may determine in its exclusive decision, the Seller shall be entitled to notify the Purchaser in writing that it reserves the right to resile from both agreements by signing a declaration to such effect. In the event of the Seller exercising his right to resiles from the agreements, the Purchaser will be entitled to repayment of all monies paid in terms of this agreement inclusive of interest less the reasonable cost and expenses incurred by the Conveyancer.

14. SUSPENSIVE CONDITIONS

- 14.1 This whole agreement is subject to the Seller being successful with the following action no later than 28 February 2011:

The Property forms part of a Security and Lifestyle Estate which at present is zoned for 32 town houses. A rezoning process is at present being conducted to allow for the reduction of the townhouses to 28 and providing for a sectional title complex consisting of a frail care centre, a number of assisted living units to be occupied by those requiring help as well as 20 apartments, a kitchen, restaurant and health spa. All units will vest in private ownership with the exception of the lounge, bar, conference facility, health spa and reception area which will be transferred by the Developer to the Home Owners Association.

- 14.2 Should the Seller be unsuccessful with its application in 14.1 within the said period or any extension thereof, approved of by the Purchaser, with a maximum of a further 6 months, this agreement will lapse and be of no force. In such an event the Seller shall instruct the conveyancer to repay any monies held in trust on behalf of the Purchaser, to such Purchaser in terms of this contract.

15. BOND ORIGINATION

The Seller will have the right to arrange for the bond required by the Purchaser (if any) in accordance with this agreement through the agency of its accredited bond originators and to benefit from the commission payable to the agent by the banking institution granting such loan.

16. COMMISSION

Commission shall be payable by the Seller to Ukholo Property Consultants on Registration of Transfer. Should this Deed of Sale be cancelled as a consequence of the Purchaser failing to fulfil his obligations in terms hereof, the Purchaser hereby assumes, without recourse, the Seller's liability for commission, whereupon the agent shall be entitled but not obliged to pursue all its claims for such commission, or where applicable, for damages, against the Purchaser.

17. HOME OWNERS ASSOCIATION

- 17.1 The Purchaser acknowledges that the Property forms a portion of a Group Housing Scheme to be developed in terms of Article 29 of Ordinance 15 of 1985 and that on transfer he will immediately become a member of the *Vue De La Ville Home Owners Association* in the process of being established (hereinafter referred to as the "Association"). The purpose hereof is to promote and regulate the scheme to the benefit of owners and residents for utilisation as a Lifestyle Estate. The Constitution of the Association and its rules are annexed and marked C2 and C1 which the Purchaser hereby accepts.

- 17.2 The Purchaser undertakes to abide by all Rules, fulfil all obligations and to remain such a member

whilst holding title to the property and to include in any subsequent Deed of Alienation or Lease similar conditions which will ensure enforcement contemplated upon all future successors-in-title, tenants and occupants.

- 17.3 The Purchaser agrees that the substantive terms of Clause 8 of the Agreement may be included in the Deed of Transfer by virtue of a restriction on alienation in favour of the Association or by such other terms as the Conveyancer may prescribe.
- 17.4 The Body Corporate of the Sectional Title Scheme of which the property forms a part will in conjunction with the Association look after the interests of the members of the sectional title scheme who will automatically become members of the Association. The Association will as owner of a sectional title nit in such development also become a member of the said Body Corporate.
- 17.5 The attached estimate, for a period of three years in advance from the date of the opening of the first register (Annexure "E1"), is an indication of all expected expenditure for the control, management and administration of the scheme as well as all services and facilities for which the Home Owner's Association will accept liability and besides such monthly levies payable by the Purchaser, he will not be liable to pay any other expenses to the Home Owners Association or anyone else with regard to the scheme. Normal rates, taxes and services would be payable by the Purchaser to the local authority on an annual or monthly basis.
- 17.6 The basis upon which the levy payable by the Purchaser is to be calculated, will be in accordance with rule 10.3 in Annexure C2 of this agreement and on condition that the owners of erven and sectional title units will not share individual identifiable expenses, but each group its own expenses. A calculation of the amount of the sectional title levy, for a period of three years is given in Annexure "E2".

18. LIFESTYLE ESTATE

- 18.1 The Developer intends to erect and establish or have erected and established as a separate property under sectional title, earmarked for that purpose, a facility, that *will not form part* of the Group Housing Scheme nor of the common property of the future sectional title development, within the area under jurisdiction of the Home Owners Association, to be utilised by all residents of the Group Housing Scheme and sectional title units as well as members of the public, to which facility nor the Purchaser nor any other owner within the Scheme will have any property rights. Such facility will be provided with a kitchen and a restaurant that may be utilised as the Owner or Operator may direct in their administration of the Facility, who will determine the costs for utilising the services as well as under what circumstances the purchaser or his spouse or members of the public will be admitted to the facility. *The cost of all meals, drinks etc. from the kitchen or bar will be for the account of each individual utilising the service and, unless mentioned otherwise, will not be included in the levies.*
- 18.2 It is intended that a portion of the facility be so equipped, that it may be utilised as a sick bay, whether wholly or partially as a frail-care facility, in which event such facility, or such portion thereof will be utilised for the care of the debilitated but with the exclusion of the care of the mentally debilitated. The total facility will consist of no less than 15 beds. The terms and conditions under which the purchaser or any occupant of his/her property may make use of these facilities or services will be arranged from time to time by the Owner or Operator of the Facility, who will determine the costs for utilising the services as well as under what circumstances the purchaser or his spouse or members of the public be admitted to the facility and for what periods and for what illnesses they will cater for. None of these services are covered by the normal levies and users thereof will have to pay the prescribed tariffs for services rendered and materials used.

The facilities and services relating to the lifestyle centre and sick bay will be available on the completion of the final phase which is planned for the last quarter of 2011.

19. OBLIGATION TO SIGN SERVICE CONTRACT BEFORE PHYSICAL OCCUPATION

To ensure that the Home Owners Association supplies the minimum standard of services to all residents within the development on an economically viable basis in accordance with its Constitution, it has been made a requirement of the Constitution that no member will be allowed to occupy the property unless each

adult resident or occupant of such property has concluded and maintains a service agreement with the Association's contracted operator. The Purchaser acknowledges to be aware of this prohibition of occupation. The Seller accepts the advantage of this condition on behalf of the Association.

20. APPOINTMENT OF OPERATOR

The Purchaser herewith authorises the Seller, as Developer, to appoint the Operator on behalf of the Home Owners Association to supply the basic services to the residents as described in the prescribed enclosed Basic Service Agreement (marked C3). Such appointment shall apply for an initial term of 3 (three) years from the date the service was initially rendered and shall continue for as long as the services satisfy the reasonable expectations of the residents. The Purchaser undertakes, if necessary, to confirm the appointment of the nominated operator by the Developer, after the inauguration of the Home Owners Association.

SIGNED BY THE PURCHASER AT _____ ON THIS _____

DAY OF _____ 2010.

AS WITNESSES:

1. _____ **PURCHASER 1**
(who warrants he/she is authorised thereto)

2. _____

Hereby also consenting in terms of Section 15(2) (A and B) Act 88 of 1983 to purchaser mortgaging the property

PURCHASER 2

SIGNED BY SELLER AT _____ ON THIS _____

DAY OF _____ 2010.

AS WITNESSES:

1. _____ **SELLER**

2. _____

SIGNED BY SELLING AGENT AT _____ ON THIS _____

DAY OF _____ 2010.

UKHOLO PROPERTY CONSULTANTS

PURCHASER(S) PERSONAL INFORMATION

Purchaser 1: _____

ID number: _____

Residential Address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone: (Home): _____ (Work): _____
(Cell): _____ (Fax): _____

E-Mail: _____

Marital Status: _____ Date: _____ How: _____

Tax Reference No: _____

Purchaser 2: _____

ID number: _____

Residential Address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

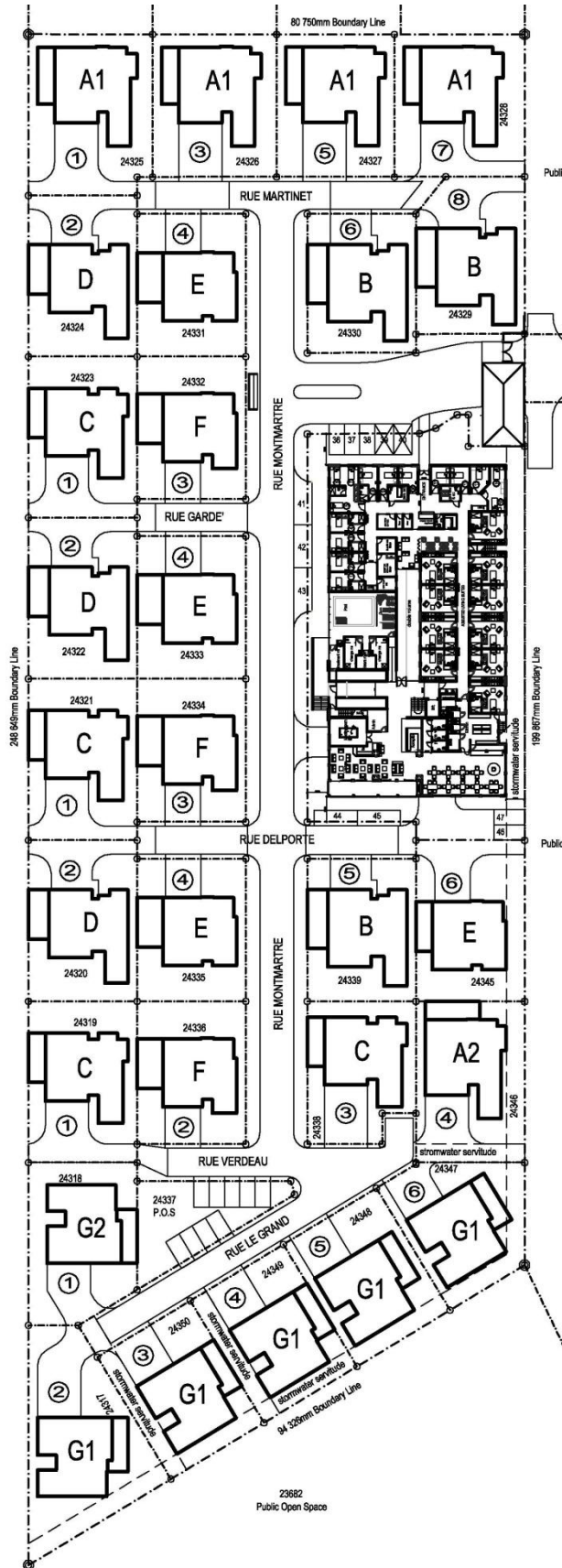
Telephone: (Home): _____ (Work): _____
(Cell): _____ (Fax): _____

E-Mail: _____

Marital Status: _____ Date: _____ How: _____

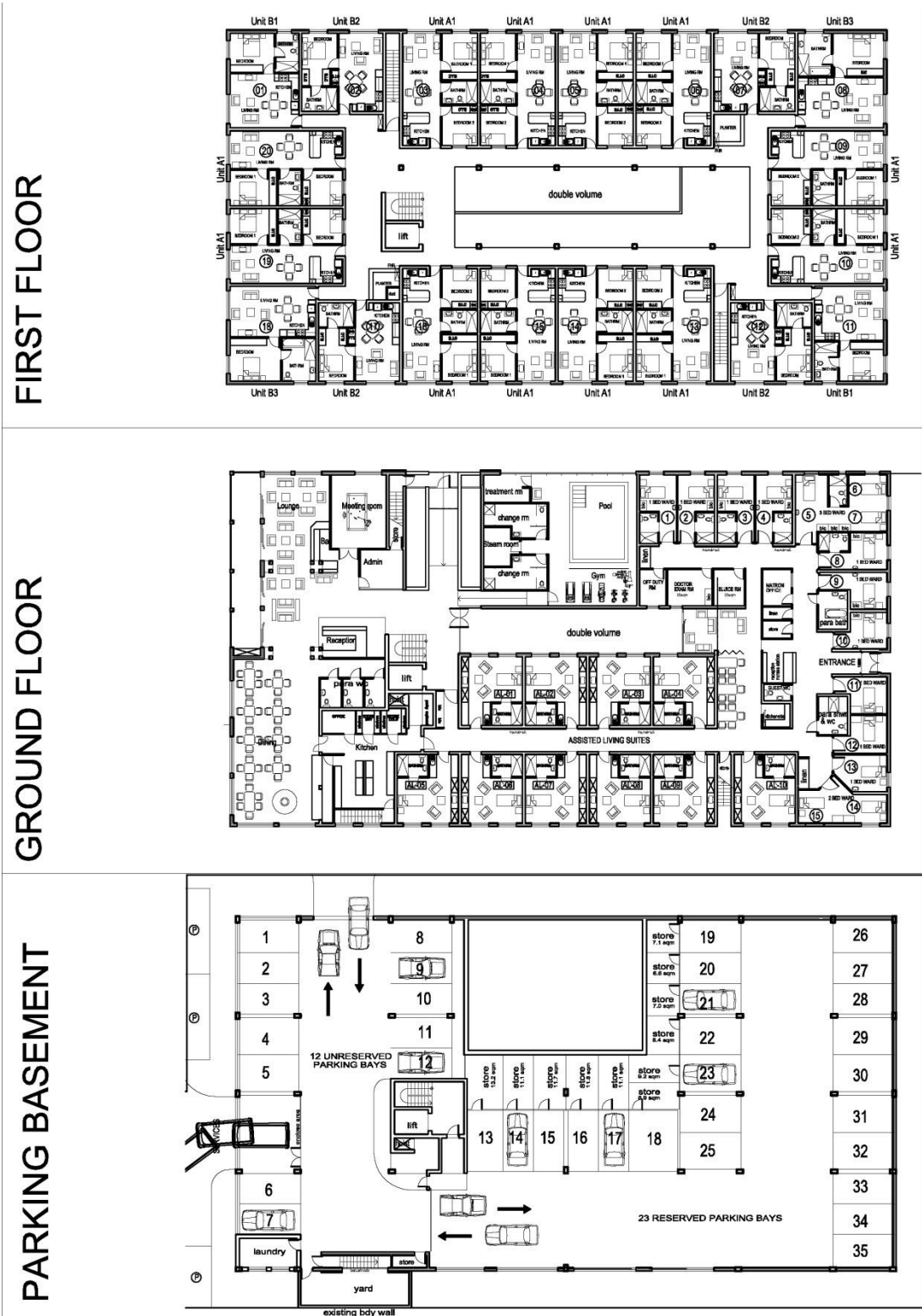
Tax Reference No: _____

VUE DE LA VILLE | LIFESTYLE ESTATE
SITE DEVELOPMENT PLAN (ANNEXURE A1)



VUE DE LA VILLE | LIFESTYLE ESTATE

LAYOUT PLAN APARTMENTS & BASEMENT PARKING (ANNEXURE A2 & A4)



Unit No _____ Parking No _____

VUE DE LA VILLE | LIFESTYLE ESTATE

UNIT PLAN (ANNEXURE A3)

VUE DE LA VILLE | LIFESTYLE ESTATE

GENERAL SPECIFICATIONS & SCHEDULE OF FINISHES (ANNEXURE B2)

1. BRICKWORK

- 1.1 Exterior walls: Exterior walls will be of first grade face brick with plastered and painted band.
- 1.2 Interior walls: Will be of clay or cement brick and finished in one coat smooth plaster with (1) one coat undercoat and (2) two coats interior acrylic in apartment.

2. WINDOW SILLS

- 2.1 Exterior: Face brick.
- 2.2 Interior: Ceramic tiles in bathroom and kitchen and painted Meranti otherwise.

3. WINDOWS

- 3.1 All windows will be charcoal powder coated aluminium hinged type.
- 3.2 Curtain rails will be of double kirsch type except in bathrooms.

4. DOORS

- 4.1 Front door: Meranti painted.
- 4.2 Internal doors: Two panels painted hollow core type.

5. DOORFRAMES

- 5.1 Front and rear: Will be of painted Meranti.
- 5.2 Internal: Will be of painted Meranti.

6. ROOF

- 6.1 The roof will be manufactured and erected by a specialist in accordance with the architect's instructions.
- 6.2 Roof tiles will be silver blue Mazista slate supplied and installed by a specialist.

7. FLOOR COVERING

- 7.1 Kitchen, bathroom, entrance hall and lounge: Will be of ceramic tiles selected by the Seller from its preferred range.
- 7.2 Bedrooms: Will be of woven or cut pile carpeting selected by the purchaser from the Sellers' Nouwens range.
- 7.3 Skirtings: 125 mm timber skirting selected by Seller.

8. BUILT-IN CUPBOARDS & KITCHEN COUNTER

Will be of a type and quantity selected by the Seller as per drawing. Granite finished counters to kitchen.

9. SANITARY WARE

Will be of a type and colour selected by the Seller.

- | | | |
|-----|---------------------------------------|--|
| 9.1 | Bath: | Will be manufactured of acrylic material. |
| 9.2 | Toilet, hand wash basin: | Will be manufactured of glazed porcelain. |
| 9.3 | Kitchen sink: | Will be standard drop-in double bowl stainless steel with work top mixer type. |
| 9.4 | Taps: | Will be from a range selected by Seller. |
| 9.5 | Shower doors: | Will be of aluminium and glass as per plan. |
| 9.6 | Hot water system: | Coupled to a solar panel or heat pump system. |
| 9.7 | Water connection and supply: | Will be 15 mm diameter and internally 22 mm polycop piping from the water meter to the building. |
| 9.8 | Rain water goods: | Aluminium selected by Seller. |
| 9.9 | Washing machine or dishwasher outlet: | Outlets will be provided for cold water. |

10. ELECTRICAL INSTALLATION

Positioning of the switchboard and econometer, electrical outlets and switches, TV and phone points indicated on the plan, may for practical reasons, need to be altered and such alteration will be at the Seller's discretion. An under-counter stove, oven and extractor fan will be supplied by the Seller.

11. PLUG POINTS, DOORBELL

Main entrance will be fitted with chiming type door mechanism, selected by the Seller. Plug points, etc as per architect's plan.

12. TV ANTENNA

A communal dish antenna suitable for reception of DSTV programmes will be supplied.

13. LIGHT FITTINGS

The Seller will supply all light fittings to the apartments.

14. CEILINGS

Generally will be a height of 2450 mm above floor level, white painted, rhino board or skimmed concrete.

15. WALL TILING

- 15.1 Will be selected for colour and/or design and/or shape by the Purchaser from the Seller's preferred range. Apartments will have standard tiles selected by Seller.
- 15.2 All tiling will be fixed by a specialist tiler appointed by the Seller.
- 15.3 All tiling will be from floor level to ceiling height in kitchen and bathrooms but will not be applied behind cupboards, bath or any other fixture or fitting.

16. TOWEL, GRIP RAILS (ONLY IN ASSISTED LIVING UNITS)

Standard as per Seller's choice.

17. GLAZING & MIRRORS

Clear sheet glass generally. Obscure glass to bathrooms to glazier's choice and all glass to conform with National Building Regulations in respect of thickness and type in relation to size and position. Mirrors supplied above hand wash basins.

18. LOCKS

Internal locks will be of two (2) lever types; outside doors of three (3) lever type.

19. PARKING GARAGE

Gate will be automated.

20. APARTMENT NUMBER

Will be of a suitable type and will be of the Seller's choice.

21. LETTER BOX

Post boxes will be supplied at the main entrance or community centre.

22. GARDENING

Will be done by a reputable firm of landscapers to create a landscaped area around the apartment block, including irrigation. Full details of plants permitted will be provided in due course prior to handover.

23. DETAIL

Where the contractor is unable to execute the small detail required by the architect, deviations will be done without prior approval from the purchaser.

24. FINISHES

The purchaser hereby acknowledges and agrees that the choice of finishes will be limited to the range offered by the Seller as per this Specification and Finishing Schedule and shall be subject to availability thereof.

25. GENERAL

The General Specifications and Finishing Schedule must be read in conjunction with the other documents in this transaction.

SIGNED BY THE PURCHASER AT _____ ON THIS _____
DAY OF _____ 2010.

AS WITNESSES:

1. _____ PURCHASER 1
2. _____ PURCHASER 2

Unit No _____ Parking No _____

VUE DE LA VILLE | LIFESTYLE ESTATE

CONDUCT RULES & CONSTITUTION OF THE HOME OWNERS ASSOCIATION (ANNEXURES C1 & C2)

Acknowledgement of Management- And Conduct Rules

We, the undersigned Purchaser(s) do hereby acknowledge that we have read the **Management – and Conduct Rules** of Vue De La Ville and fully understand and agree to same.

SIGNED BY THE PURCHASER AT _____ ON THIS _____

DAY OF _____ 2010.

AS WITNESSES:

1. _____ PURCHASER 1

2. _____ PURCHASER 2

Erf No _____ Address _____

VUE DE LA VILLE | LIFESTYLE ESTATE
RESIDENT'S BASIC SERVICE CONTRACT (ANNEXURE C3)

Acknowledgement of Resident's Basic Service Contract

We, the undersigned Purchaser(s) do hereby acknowledge that we have read the **Resident's Basic Service Contract** of Vue De La Ville and fully understand and agree to same.

SIGNED BY THE PURCHASER AT _____ ON THIS _____

DAY OF _____ 2010.

AS WITNESSES:

1. _____

PURCHASER 1

2. _____

PURCHASER 2

Unit No _____ Parking No _____

VUE DE LA VILLE | LIFESTYLE ESTATE

VARIATION SCHEDULE (ANNEXURE D1)

It is hereby agreed that any optional extras will be discussed in person between the Purchaser and the Developers and will be mutually agreed in writing.

SIGNED BY THE PURCHASER AT _____ ON THIS _____

DAY OF _____ 2010.

AS WITNESSES:

1. _____

PURCHASER 1

2. _____

PURCHASER 2

VUE DE LA VILLE | LIFESTYLE ESTATE

BUDGET – HOME OWNERS ASSOCIATION (ANNEXURE E1)

TIPE	HEV / HOA	BC / BL	TOTAL	TYPE
TUINDIENSTE	R 40,000.00	R 8,000.00	R 48,000.00	GARDEN SERVICES
ALG. HERSTELWERK	R 15,000.00	R 18,000.00	R 33,000.00	GENERAL MAINTENANCE
KANTOORTOERUSTING	R 4,000.00	R 2,000.00	R 6,000.00	OFFICE EQUIPMENT
TELEFOON. HEK	R 4,000.00	R 2,000.00	R 6,000.00	TELEPHONE GATE
ELEKTRISITEIT	R 12,000.00	R 42,000.00	R 54,000.00	ELECTRICAL CONSUMPTION
VULLIS	R 13,500.00	R 9,000.00	R 22,500.00	REFUSE
BANKKOSTE	R 2,000.00	R 2,000.00	R 4,000.00	BANK CHARGES
TERREIN / ADMIN. BESTUUR	R 96,000.00	R 24,000.00	R 120,000.00	TERRAIN / ADMIN. MANAGEMENT
OUDIT	R 2,500.00	R 2,500.00	R 5,000.00	AUDIT
SOSIAAL	R 4,000.00	R 4,000.00	R 8,000.00	SOCIAL
DIVERSE UITGAWES	R 1,000.00	R 1,000.00	R 2,000.00	GENERAL EXPENSES
VERSEKERING	R 5,000.00	R 18,500.00	R 23,500.00	INSURANCE
SEKURITEIT	R 107,500.00	R 67,500.00	R 175,000.00	SECURITY
SKOONMAAK MIDDELS	R 6,500.00	R 18,500.00	R 25,000.00	CLEANING MATERIALS
TELEFOON. ADMIN	R 6,000.00	R 6,000.00	R 12,000.00	TELEPHONE ADMIN
SKRYFBEHOEFTE	R 3,600.00	R 1,400.00	R 5,000.00	STATIONARY
WATER / RIOOL	R 46,000.00	R 10,000.00	R 56,000.00	WATER / SEWERAGE
MEDIESE DIENSTE	R 20,000.00	R 16,000.00	R 36,000.00	MEDICAL SERVICES
RESERVE FONDS	R 28,000.00	R 12,000.00	R 40,000.00	RESERVE FUND
HEFFINGS BL / HEV	R 48,000.00	R 30,500.00	R 78,500.00	LEVIES BC / HOA
HYSERONDERHOUD HOOFGEBOU		R 17,000.00	R 17,000.00	LIFT MAINTENANCE MAINBUILDING
SWEMBAD ONDERHOUD	R 4,500.00	R 4,500.00	R 9,000.00	SWIMMINGPOOL MAINTENANCE
	R 469,100.00	R 316,400.00	R 785,500.00	
Minus INKOMSTE HEFFINGS	-R 30,500.00	-R 48,000.00	-R 78,500.00	Less INCOME LEVIES
NETTO UITGAWES	R 438,600.00	R 268,400.00	R 707,000.00	NETT EXPENSES
PER MAAND	R 36,550.00	R 22,366.67	R 58,916.67	PER MONTH
Plus VERPL. ETES 24 x R60 x 28pm	R 40,320.00	R 14,400.00	R 54,720.00	Plus COMPULSERY MEALS 24 x R60 x 28pm
Plus VERPL. HYSER ONDERHOUD				Plus COMPULSERY LIFT MAINTENANCE
R133.34 pm x 28	R 3,733.52		R 3,733.52	R133.34 pm X 28
TOTALE NET UITGAWES	R 80,603.52	R 36,766.67	R 117,370.19	TOTAL NET EXPENSES

HOUSES / HUISE											
TIPE	OPP	HOEV.	TOT. OPP	FAKTOR	HEFFING	VERPL. ETES	HYSER OND.	TOT HEFFING	TOTAAL P.M.	JR. 2	JR.3
TYPE	AREA	NUM.	TOT. AREA	FACTOR	LEVY	COMP. MEALS	LIFT MAINT.	TOT. LEVY	TOTAL P.M.	YR. 2	YR.3
A1	302.86	4.00	R 1,211.44	R 4.83	R 1,461.74	R 1,440.00	R 133.34	R 3,035.08	R 12,140.33	R 3,277.89	R 3,540.12
A2	301.65	1.00	R 301.65	R 4.83	R 1,455.90	R 1,440.00	R 133.34	R 3,029.24	R 3,029.24	R 3,271.58	R 3,533.31
B	305.26	3.00	R 915.78	R 4.83	R 1,473.33	R 1,440.00	R 133.34	R 3,046.67	R 9,140.00	R 3,290.40	R 3,553.63
C	262.94	4.00	R 1,051.76	R 4.83	R 1,269.07	R 1,440.00	R 133.34	R 2,842.41	R 11,369.64	R 3,069.80	R 3,315.39
D	270.22	3.00	R 810.66	R 4.83	R 1,304.21	R 1,440.00	R 133.34	R 2,877.55	R 8,632.64	R 3,107.75	R 3,356.37
E	222.29	4.00	R 889.16	R 4.83	R 1,072.87	R 1,440.00	R 133.34	R 2,646.21	R 10,584.86	R 2,857.91	R 3,086.55
F	234.58	3.00	R 703.74	R 4.83	R 1,132.19	R 1,440.00	R 133.34	R 2,705.53	R 8,116.60	R 2,921.97	R 3,155.73
G1	281.44	5.00	R 1,407.20	R 4.83	R 1,358.36	R 1,440.00	R 133.34	R 2,931.70	R 14,658.50	R 3,166.24	R 3,419.54
G2	281.44	1.00	R 281.44	R 4.83	R 1,358.36	R 1,440.00	R 133.34	R 2,931.70	R 2,931.70	R 3,166.24	R 3,419.54
			R 7,572.83						R 80,603.52		
TOTAAL / TOTAL			R 7,572.83			GRAND TOTAL P.M			R 80,603.52		

VUE DE LA VILLE | LIFESTYLE ESTATE

BUDGET – BODY CORPORATE (ANNEXURE E2)

APARTMENTS / WOONSTELLE										
TIPE	OPP	AANTAL	TOT. OPP	FAKTOR	HEFFING	VERPL. ETES	TOT HEFFING	TOTAAL P.M.	JR. 2	JR.3
TYPE	AREA	NUMBER	TOT. AREA	FACTOR	LEVY	COMP. MEALS	TOT. LEVY	TOTAL P.M.	YR. 2	YR.3
A1	60.10	12	721.2	9.6045406	R 577.23	R 720.00	R 1,297.23	R 15,566.79	R 1,401.01	R 1,513.09
B1	47.10	2	94.2	9.6045406	R 452.37	R 720.00	R 1,172.37	R 2,344.75	R 1,266.16	R 1,367.46
B2	45.70	4	182.8	9.6045406	R 438.93	R 720.00	R 1,158.93	R 4,635.71	R 1,251.64	R 1,351.77
B3	58.00	2	116	9.6045406	R 557.06	R 720.00	R 1,277.06	R 2,554.13	R 1,379.23	R 1,489.57
AL	30.70	10	307	9.6045406	R 294.86	R 0.00	R 294.86	R 2,948.59	R 318.45	R 343.92
1421.2								R 28,049.97		
PARKING & STORAGE / PARKERING & STOOORPLEK										
NO.	OPP	STOOR	TOT. OPP	FAKTOR	HEFFING		TOT HEFFING	TOTAAL P.M.	JR. 2	JR.3
NR.	AREA	STORE	TOT. AREA	FACTOR	LEVY		TOT. LEVY	TOTAL P.M.	YR. 2	YR.3
P13	13.44	13.20	26.64	9.6045406	R 255.86		R 255.86	R 255.86	R 276.33	R 298.44
P14	11.52	11.10	22.62	9.6045406	R 217.25		R 217.25	R 217.25	R 234.64	R 253.41
P15	11.52	11.70	23.22	9.6045406	R 223.02		R 223.02	R 223.02	R 240.86	R 260.13
P16	11.52	11.80	23.32	9.6045406	R 223.98		R 223.98	R 223.98	R 241.90	R 261.25
P17	11.52	11.10	22.62	9.6045406	R 217.25		R 217.25	R 217.25	R 234.64	R 253.41
P18	18.24	8.90	27.14	9.6045406	R 260.67		R 260.67	R 260.67	R 281.52	R 304.04
P19	12.48	7.10	19.58	9.6045406	R 188.06		R 188.06	R 188.06	R 203.10	R 219.35
P20	11.52	6.60	18.12	9.6045406	R 174.03		R 174.03	R 174.03	R 187.96	R 202.99
P21	11.52	7.00	18.52	9.6045406	R 177.88		R 177.88	R 177.88	R 192.11	R 207.47
P22	13.92	8.40	22.32	9.6045406	R 214.37		R 214.37	R 214.37	R 231.52	R 250.05
P23	13.92	9.20	23.12	9.6045406	R 222.06		R 222.06	R 222.06	R 239.82	R 259.01
P24	13.92	0.00	13.92	9.6045406	R 133.70		R 133.70	R 133.70	R 144.39	R 155.94
P25	13.92	0.00	13.92	9.6045406	R 133.70		R 133.70	R 133.70	R 144.39	R 155.94
P26	12.48	0.00	12.48	9.6045406	R 119.86		R 119.86	R 119.86	R 129.45	R 139.81
P27	11.52	0.00	11.52	9.6045406	R 110.64		R 110.64	R 110.64	R 119.50	R 129.06
P28	11.52	0.00	11.52	9.6045406	R 110.64		R 110.64	R 110.64	R 119.50	R 129.06
P29	13.92	0.00	13.92	9.6045406	R 133.70		R 133.70	R 133.70	R 144.39	R 155.94
P30	13.92	0.00	13.92	9.6045406	R 133.70		R 133.70	R 133.70	R 144.39	R 155.94
P31	13.92	0.00	13.92	9.6045406	R 133.70		R 133.70	R 133.70	R 144.39	R 155.94
P32	13.92	0.00	13.92	9.6045406	R 133.70		R 133.70	R 133.70	R 144.39	R 155.94
P33	11.52	0.00	11.52	9.6045406	R 110.64		R 110.64	R 110.64	R 119.50	R 129.06
P34	11.52	0.00	11.52	9.6045406	R 110.64		R 110.64	R 110.64	R 119.50	R 129.06
P35	12.48	0.00	12.48	9.6045406	R 119.86		R 119.86	R 119.86	R 129.45	R 139.81
401.78								R 3,858.91		
FRAILCARE / SIEKEBOEG										
	OPP		TOT. OPP	FAKTOR	HEFFING		TOT HEFFING	TOTAAL P.M.	JR. 2	JR.3
	AREA		TOT. AREA	FACTOR	LEVY		TOT. LEVY	TOTAL P.M.	YR. 2	YR.3
	446.00		446.00	9.6045406	R 4,283.63		R 4,283.63	R 4,283.63	R 4,626.32	R 4,996.42
								R 4,283.63		
KITCHEN / KOMBUIS										
	OPP		TOT. OPP	FAKTOR	HEFFING		TOT HEFFING	TOTAAL P.M.	JR. 2	JR.3
	AREA		TOT. AREA	FACTOR	LEVY		TOT. LEVY	TOTAL P.M.	YR. 2	YR.3
	59.78		59.78	9.6045406	R 574.16		R 574.16	R 574.16	R 620.09	R 669.70
								R 574.16		
TOTAAL / TOTAL			2328.76				GRAND TOTAL P.M	R 36,766.67		

VUE DE LA VILLE | LIFESTYLE ESTATE

GUARANTEE (ANNEXURE F1)

1. Your new home has been built by craftsmen with the finest materials.
2. We give you a range of time limits to report any defects. Provided that we are advised in writing within the given time limits, all defects will be fixed.
3. **UP TO 3 MONTHS AFTER COMPLETION** the Contractor will repair any defect in the plumbing system, electrical installation, hot water cylinder, drainage, floor covering, tiling, as well as any joinery.
4. **UP TO 12 MONTHS AFTER COMPLETION** the Contractor will repair any defects or leaks which may occur in the roof covering.
5. **UP TO 12 MONTHS AFTER COMPLETION** the Contractor will repair any structural cracks of the concrete foundation, brickwork or structural timber.
6. Although the Contractor undertakes to provide a home of the highest quality, the Guarantee cannot cover damage or loss caused by misuse, negligence or abuse or accident or any risk insured against in terms of the insurance policy normally used by Banking Institutions in respect of the mortgage bond over a residential property.
7. The Guarantee also specifically excludes two repair items:
 - 7.1 Touch up painting of any nature whatsoever;
 - 7.2 Hairline cracks in the plasterwork. These cracks are inevitable and are caused by the natural shrinkage of materials during the first six (6) months after completion. When you next paint the affected walls, the hairline cracks should disappear and not return. Please note that the Contractor cannot be held responsible for repairing cracks of this nature.
8. If the Contractor installs during the construction, any appliance with a manufacturer's guarantee, such guarantee will be transferred to the Purchaser.
9. This Guarantee may only be enforced by the original owner and is not transferable.
10. The contractor needs to be advised in writing within 3 months after occupation of any defects. If this condition is not adhered to, you will forfeit any further claim against the contractor, with the exception of those conditions as stipulated in Clauses 4 & 5.
11. We advise you to be meticulous with your maintenance and insurance of your home since you wish to increase the value of your investment.

SIGNED BY THE PURCHASER AT _____ ON THIS _____
 DAY OF _____ 2010.

AS WITNESSES:

1. _____ PURCHASER 1
 2. _____ PURCHASER 2