

Erf No \_\_\_\_\_ Address \_\_\_\_\_

**VUE DE LA VILLE | LIFESTYLE ESTATE**

**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:                \_\_\_\_\_

in terms of which The Seller sells to the Purchaser who purchases the Property (being certain piece of vacant land as indicated on site layout attached (Annexure "A1"), subject to final subdivision approval by local council and the Surveyor-General) subject to the terms set out herein.

**1.        PROPERTY DESCRIPTION**

Portion \_\_\_\_\_ of Erf 23683, Portion 5A, Plattekloof 4, which as indicated on the proposed Site Development Plan in Annexure "A1" is situated in Plattekloof 4, Province Western Cape (which property will be supplied with a final erf number by the Surveyor General after approval of the the zoning application as indicated in clause 21)

Size \_\_\_\_\_ approximate square metres as obtained from the Site Development Plan (Annexure "A1" to this agreement).

(hereinafter referred to as "the Property") commonly known as "*Vue De La Ville*".

The Seller nor his agent shall not benefit by any excess or be liable for any deficiency in extent nor shall he be liable for any encroachment on and/or of any adjoining property.

The Parties agree that the Property has been sufficiently described herein for the purpose of identification.

The Seller acknowledges that it is not the owner of the entire property, but is entitled to take transfer thereof by virtue of an agreement concluded with *Florence Trust* dated 24 February 2010 of which transfer shall be taken against payment of the contract price, which document is available for inspection at the Seller's office as indicated above between 10:00 and 16:00 on weekdays.

**2.        PURCHASE PRICE**

The purchase price shall be the sum of R \_\_\_\_\_ ( \_\_\_\_\_  
\_\_\_\_\_ (Inclusive of VAT).

## 2.1 DEPOSIT

The Purchaser shall pay a deposit of R\_\_\_\_\_

(\_\_\_\_\_)

on or before \_\_\_\_\_, to the Conveyancer to be held in Trust in an account in the name of the Purchaser bearing interest, for the benefit of the Seller, until registration of Transfer. The Conveyancer is authorised to invest the aforesaid deposit in terms of Section 78(2A) of the Attorneys Act. Such deposit is payable within 14 (fourteen) days after signature of the contract by the Seller.

## 2.2 BALANCE OF THE PURCHASE PRICE

The balance of the purchase price shall be paid to the Seller's Conveyancers against registration of transfer of the property in the name of the Purchaser. Within 7 (Seven) days of being requested by Seller's Conveyancers to do so the Purchaser shall furnish:

- 2.2.1 either an undertaking by a Bank or other Financial Institution acceptable to the Seller, covering payment of such balance against the above registration.
- 2.2.2 or pay the balance of the purchase price to the Conveyancer's trust account pending registration of transfer.
- 2.2.3 All payments shall be made free of exchange and bank charges in Cape Town.
- 2.2.4 The Conveyancer is hereby authorised to invest all payments received hereunder in terms Section 78(2A) of the Attorneys Act from the date it has been received until the date of registration of transfer. The Purchaser shall be entitled to the advantage of interest on such investment for such period.

## 3. TRANSFER AND COSTS

- 3.1 Transfer shall take place as soon as possible after rezoning of the proposed development has been approved.
- 3.2 The Seller shall pay all costs incidental to the sub division, the general plan, diagrams, survey/architect's fees and this Deed of Sale.
- 3.3 The Purchaser shall pay transfer costs, plus VAT thereon and undertakes to sign all necessary documents upon request by Seller's Conveyancers as soon as possible after being requested to do so.
- 3.4 Transfer shall be registered by the Attorneys Van Niekerk Groenewoud & Van Zyl, B201 Tygerforum, 53 Willie van Schoor Drive, Bellville: PO Box 3888, Tyger Valley: Contact person: Mr H Van Zyl; Telephone 021-915 4900.

## 4. MORTGAGE BOND AND COSTS

- 4.1 This sale is subject to the suspensive condition that a Bank or other financial institution has within 30 days after acceptance of the offer, submitted a written quotation in accordance with the National Credit Act for an amount of not less than R\_\_\_\_\_
- (\_\_\_\_\_)
- to finance in part the purchase of the Property (if applicable) and the Building Contract referred to in clause 6 hereof.

For the purpose of applying for required loan the Purchaser binds his utmost good faith in pursuing all reasonable sources of mortgage finance contemplated in this clause, undertakes to sign all documents on request and appoint the Seller as his agent in this regard.

- 4.2 The Purchaser shall also pay all costs incidental to mortgage finance in respect of this sale and Building Contract referred to in clause 6 hereof and undertakes to sign all necessary documents upon request by Seller's Conveyancers.
- 4.3 Should the bond as applied for not be approved within the time period allowed therefore the Seller may extend this period with 30 days or for such further periods as the parties may agree. Should the Seller however not extend the agreement within 14 days of expiry such agreement and the building contract which forms part thereof will be regarded as cancelled with full restitution.

## 5. POSSESSION / RISK / RATES

Possession and vacant occupation of the Property shall be given and taken on registration of transfer from which date the Property will be at the sole risk of the Purchaser who shall pay upon request of Seller's Conveyancers a pro rata share of all rates, taxes and imposed levies in respect of the Property calculated from date of registration.

## 6. BUILDING CONTRACT AND ANNEXURES

The sale is subject to the express condition that the Purchaser binds him or her forthwith to a Building Contract with the Seller or its duly appointed nominee, by the completion of his or her signature to the following:

Building Contract	(Part A) together with annexures thereto
Schedule of Conditions	(Part B);
Schedule of Charges	(Part C);

Should such Building Contract not be concluded simultaneously with this Deed of Sale this Deed of Sale shall be null and void and of no force or effect whatsoever.

The following annexures forms an integral part of this agreement:

Conduct Rules	(Annexure "C1")
Home Owners Association Constitution	(Annexure "C2")
Resident's Basic Service Contract	(Annexure "C3")
Budget - Home Owners Association	(Annexure "E1")
Budget – Sectional Tile Units	(Annexure "E2")

## 7. INTEREST

Any amount due and payable by the Purchaser to the Seller shall bear interest at the rate of 2% above prime overdraft rate of ABSA Bank applicable at such time. Such interest shall be calculated from due date until date of payment thereof.

## 8. HOME OWNERS ASSOCIATION

- 8.1 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.
- 8.2 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.
- 8.3 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.

- 8.4 The Body Corporate of the Sectional Title Scheme within the township, referred to in clause 22, which will be commonly known as the "Vue de la Ville Sectional Title Scheme" 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 unit in such development also become a member of the said Body Corporate.
- 8.5 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.
- 8.6 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".

## **9. COMMISSION**

Commission shall be payable by the Seller to Ukholo Property Consultants t/a Nationlink Platteklouf 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.

## **10. BREACH**

In the event of the Purchaser failing to fulfil any of his obligations in terms hereof and remaining in breach for a period of 10 (Ten) days after the Seller has posted by prepaid registered post to the Purchaser a notice calling upon the Purchaser to remedy such breach, the Seller shall be entitled (without prejudice to any other rights which the Seller may have at Law), either to:

- 10.1 Hold the Purchaser to this Agreement, or
- 10.2 Cancel this agreement and:
- retain the amounts paid on account of the purchase price as liquidated damages; or
  - claim damages suffered by the Seller (or Contractor referred to in the Building Contract) by reason of the said breach, as stipulated in clause 16 of the Building Contract.

## **11. WARRANTIES AND REPRESENTATIONS**

The property is hereby purchased and sold "Voetstoots" as it now stands, subject to all registered conditions and servitudes contained, referred to or applicable to the Property.

The parties hereto acknowledge the contents hereof, when accepted by Seller and Purchaser, shall constitute the entire agreement between them and no other conditions, stipulations, warranties or representations whatsoever have been made by either party or his agent other than such as may be included herein or subsequently recorded in writing and signed by or on behalf of all parties.

## **12. EXTENSIONS**

Notwithstanding any express or implied provisions of this Deed of Sale to the contrary, any latitude or extension of time which may be allowed by the Seller in respect of this Agreement shall not be deemed to be a waiver of the Seller's rights to without notice require strict and punctual compliance with each and every provision or term hereof.

**13. JURISDICTION**

The parties hereby consent in terms of Section 45 of the Magistrate's Court Act 1944 to the jurisdiction of any Magistrate's Court having jurisdiction over their respective person under Section 28 of the Magistrate's Court Act, notwithstanding that any action or proceeding arising out of this Agreement would otherwise be beyond the jurisdiction of such Court, provided that the SELLER shall have the right to institute proceedings in any other Court of competent jurisdiction.

**14. SERVITUDE RIGHT OF WAY**

The Property of the Home Owners Association will be subject to a servitude right of way in favour of the Body Corporate of the *Vue De La Ville Sectional Title Scheme* to allow access to such scheme by virtue of the private roads belonging to the Association.

**15. GENERAL**

In this Deed of Sale, the word importing singular shall include plural and visa versa, words importing masculine shall include feminine and persons shall include corporate bodies. The head notes to the paragraphs have been inserted for reference purposes only and shall not affect the wording in which they relate.

**16. NOTICES**

Service of any communication, notice or legal process in relation to this Deed of Sale at the addresses above for Seller and Purchaser respectively, shall be deemed adequate notice in terms hereof. Any notice given by one party to the other and dispatched by registered post shall be deemed to have been received on the fifth day after date of posting.

**17. IRREVOCABLE OFFER**

The Purchaser's signature to this Deed of Sale shall constitute an offer and as such is irrevocable for a period of 21 days after signature.

**18. SELLER'S RIGHTS 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 it's 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.

**19. ADMINISTRATION FEE**

In the event of the cancellation of this agreement due to non-fulfilment of this condition by the Purchaser, the parties confirm that the Conveyancer will be entitled to an administration fee of R500, 00 (Five Hundred Rand), which amount will be recovered in cash or from the proceeds of the interest accrued on any amount held by them in trust. Such remaining amount is to be repaid to the Purchaser in consequence of the cancellation of this agreement irrespective of the circumstances under which the same may take place.

**20. BOND ORIGINATION**

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

**21. SUSPENSIVE CONDITIONS**

21.1 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.

- 21.2 Should the Seller be unsuccessful with its application in 21.1 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.

## **22. LIFESTYLE ESTATE**

- 22.1 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.*

- 22.2 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.

## **23. 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.

## **24. 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**  
**BUILDING CONTRACT (PART A)**

**Memorandum of Agreement entered into by and 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

(hereafter referred to as the Contractor)

and

**PURCHASER 1:** \_\_\_\_\_

I.D/REG NO: \_\_\_\_\_

**PURCHASER 2:** \_\_\_\_\_

I.D: \_\_\_\_\_

(hereinafter referred to as "the Purchaser")

Service of any communication, notice or legal process in relation to this agreement at the addresses provided in the Deed of Sale above for the Contractor and Purchaser respectively, shall be deemed adequate notice in terms hereof.

Any notice given by one party to the other and despatched by registered post shall be deemed to have been received on the fifth day after date of posting.

**1. HEAD NOTES**

The head notes to the various clauses in this Contract have been inserted for ease of reference only and shall not be taken into account when interpreting the provisions hereof.

**2. THE PROPERTY**

Portion \_\_\_\_\_ of Erf 23683, Portion 5A, Plattekloof 4 to be surveyed and registered substantially in accordance with the proposed lay-out plan in Annexure "A1" situate in *Plattekloof, Parow*, Province Western Cape, (which property will be supplied with a final erf number by the Surveyor General)

In extent \_\_\_\_\_ square metres approximately

(hereinafter referred to as "the Property") the whole development to be commonly known as "*Vue De La Ville*"

*Which Property was sold by the Seller to the Purchaser as a serviced plot in terms of a Deed of Sale dated this day and upon the conclusion of which this agreement is entirely dependent.*

**3. SCOPE OF CONTRACT**

For the consideration hereinafter mentioned, the Contractor will upon and subject to the conditions set out hereunder, erect and complete on the Property a dwelling and outbuildings (hereinafter referred to as "the Works") substantially in accordance with the *House Plan* and *Specifications* (Annexure "A3" and "B1" respectively, as defined in *Part B* hereto), which have been signed simultaneously with this Contract.

**4. TERMS AND CONDITIONS**

This Contract shall be subject to all the terms and conditions contained herein, namely:-

Schedule of Conditions	(Part B);
Schedule of Charges	(Part C);
House Plan	(Annexure "A3")
Specifications (Houses)	(Annexure "B1")
Variation Schedule	(Annexure "D1");
Guarantee	(Annexure "F1")

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

**5. CONTRACT SUM**

The Contract Sum shall, subject to the variations referred to in Part B hereof, be the sum of R

R\_\_\_\_\_ (\_\_\_\_\_  
\_\_\_\_\_) (Inclusive of

VAT) which shall include a provision for costs payable by the Contractor as set out in Part C hereof, and shall be payable by the Purchaser to the Contractor as specified in clause 3 of Part B hereto.

**6. COMMISSION**

Commission shall be payable by the Contractor to Ukholo Property Consultants on the date of the final payment in terms of Clause 3 of Part B. Should this contract be cancelled as a consequence of the Purchaser failing to fulfil his obligations in terms hereof, the Purchaser hereby assumes, without recourse, the Contractor'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.

We, the undersigned, hereby acknowledge that we know and fully understand the contents of this memorandum of Agreement/Building Contract.

SIGNED BY THE PURCHASER AT \_\_\_\_\_ ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 2010.

**AS WITNESSES:**

1. \_\_\_\_\_ PURCHASER 1

2. \_\_\_\_\_  
PURCHASER 2

SIGNED BY SELLER AT \_\_\_\_\_ ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 2010.

**AS WITNESSES:**

1. \_\_\_\_\_ CONTRACTOR

2. \_\_\_\_\_

SIGNED BY SELLING AGENT AT \_\_\_\_\_ ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 2010.

\_\_\_\_\_  
**UKHOLO PROPERTY CONSULTANTS**

**VUE DE LA VILLE | LIFESTYLE ESTATE****SCHEDULE OF CONDITIONS (PART B)****1. DEFINITIONS****1.1 HOUSE PLAN (Annexure "A3")**

Shall for the purpose of this Contract mean the signed drawings of the Works, subject to any variation order, which forms the basis for drawings to be submitted to the relevant Local Authority for approval. Upon approval thereof, the approved Plan shall substitute the drawings and be deemed to be the Plan selected and approved by the parties hereto for the purposes of this Contract and the execution of the Works in terms hereof.

**1.2 SPECIFICATIONS (Annexure "B1")**

Shall mean the detailed Specifications which have been signed by the parties hereto for the execution of the Works in terms of this Contract.

**1.3 VARIATION SCHEDULE (Annexure "D1")**

Shall mean a written order signed by both parties specifying the Purchaser's requirements regarding variations, extras or omissions to be effected to the House Plan, the costs thereof and the procedure for payment of such costs.

**1.4 THE WORKS**

Shall mean in relation to this agreement and any of its parts or Annexures as being confined to all structures to be erected in accordance with the House Plan upon the Erf bought by the Purchaser as per the Deed of Sale and excludes any other buildings or structures erected or to be erected or installed by the Seller, Contractor or whoever upon any other land not so purchased by the Purchaser.

**2. HOUSE PLAN and SPECIFICATIONS**

2.1 In the event of any discrepancy arising between the Plan and Specifications, the provisions of the Specifications shall prevail.

2.2 In the event of any Mortgagee or relevant Authority requiring any alterations, variations, amendments or additions to the Plan and Specifications, such alterations, variations, amendments or additions, shall be made in consultation with the Purchaser and may require an addendum to the Variation Schedule to be signed by all parties clearly setting out the adjustments/procedures and costs.

2.3 The Purchaser irrevocably grants Power of Attorney to the Contractor to sign and submit all necessary drawings and specifications to the Local Authority for approval.

2.4 *The use of any or all materials and items as mentioned in the building specifications are subject to the availability thereof at the time of construction. Should any such material or item not be readily available at the time the Contractor will be entitled to utilise similar materials or items as directed by the Architect, that may be more readily available at that time, without the consent of the Purchaser.*

**3. PAYMENT OF THE CONTRACT SUM**

3.1 The Purchaser will within 14 days from being so requested by the Contractor either:

3.1.1 pay the full contract sum to Attorneys Van Niekerk, Groenewoud and van Zyl Inc. to be held in trust by them in a separate interest-bearing call account in the name of the Purchaser, interest for the credit of the Purchaser until such time as the Contractor will become entitled to the further interest in accordance herewith.

The Contractor will however become entitled to that part of the contract price held in trust on behalf of the Purchaser that corresponds with the following schedule provided the Architect has certified from time to time that the works have been substantially completed to his satisfaction:

- 3.1.1.1 15 (Fifteen) % of Contract Sum on completion of foundation i.e. floor height;
  - 3.1.1.2 A further 25 (Twenty Five) % of Contract Sum on completion of walls i.e. roof height;
  - 3.1.1.3 A further 25 (Twenty Five) % of Contract Sum on completion of plasterwork and erection of roof;
  - 3.1.1.4 A further 10 (Ten) % of Contract Sum on installation of sanitation;
  - 3.1.1.5 A further 15 (Fifteen) % of Contract Sum on all joinery and tiling; and
  - 3.1.1.6 The outstanding balance of the Contract Price will be payable on completion of the works, OR
- 3.1.2 issue a bank or other guarantee acceptable to the Contractor for the payment of the full Contract Sum in favour of the Contractor or its nominee in accordance with the following schedule:
- 3.1.2.1 15 (Fifteen) % of Contract Sum on completion of foundation i.e. floor height;
  - 3.1.2.2 A further 25 (Twenty Five) % of Contract Sum on completion of walls i.e. roof height;
  - 3.1.2.3 A further 25 (Twenty Five) % of Contract Sum on completion of plaster work and erection of roof;
  - 3.1.2.4 A further 10 (Ten) % of Contract Sum on installation of sanitation;
  - 3.1.2.5 A further 15 (Fifteen) % of Contract Sum on all joinery and tiling; and
  - 3.1.2.6 the outstanding balance of the Contract Price will be payable on completion of the works and handover of the keys.

The Contractor undertakes not to call for such payment or guarantee before a reasonable time prior to the date upon which construction is to be commenced.

*Should the works or part thereof be funded through mortgage finance the terms of clause 3.3 hereunder will also be applicable on such portion of the contract price which is to be financed.*

- 3.2 Any amount not paid on due date shall bear interest in accordance with the provisions of clause 7 hereof.
- 3.3 In the event of any part of the Contract Sum being payable from the proceeds of a loan secured by a mortgage bond obtained from a Bank or other approved financial institution, then:
  - 3.3.1 The Purchaser irrevocably cedes to the Contractor a sum equal to the outstanding balance of the Contract Sum or the total proceeds of the building loan whichever is the lesser.
  - 3.3.2 Payment of the proceeds of the loan shall be made in accordance with the provisions of clause 3.1.2 on condition that the bond has already been registered against the property. In the event that the Financial Institution fails to make payments, or disallow draw downs for whatever reason, the Purchaser will be obliged to pay interest to the Contractor in accordance with clause 7 hereof on any amount that the Contractor did not receive as is provided for in clause 3.1.2 hereof. Such interest will have to be paid prior to the Purchaser taking occupation of the completed works.

#### **4. COMMENCEMENT AND COMPLETION**

- 4.1 If commencement or completion of the Works is delayed for any cause whatsoever beyond the Contractor's control, or if any building industry holidays, statutory or recognised generally as customary in the industry, fall within the Contract period, then the Contractor shall be entitled to a fair and reasonable extension of time for the commencement and/or completion of the Works and the Purchaser shall not for that reason have any claim against the Contractor for damage or otherwise.
- 4.2 The Contractor shall commence the Works as soon as possible after signature of this Contract provided that he shall not be obliged to commence the Works until:
- 4.2.1 The Purchaser has furnished adequate security to the Contractor's satisfaction for payment of the whole of the Contract Sum; and
- 4.2.2 All necessary consents, approvals, registrations or other authorities have been obtained.
- 4.2.3 All suspensive conditions contained in all agreements between the Contractor and the Purchaser, relating to this Property, has been fulfilled.
- 4.3 If commencement of the Works is delayed for longer than ninety (90) days from date of signature hereof as a result of non-fulfilment of clause 4.2.1 and 4.2.2 through no fault of the Contractor, then the Contractor shall be entitled, at his sole discretion to cancel this Contract or to renegotiate with the Purchaser an adjustment on the Contract Sum.
- 4.4 Subject to any extensions permitted in terms of clause 4.1, the Contractor shall complete the Works within one hundred and eighty (180) days after commencement.
- 4.5 The occurrence of one or more of the events detailed in clause 4.6 shall constitute complete proof of the satisfactory completion of the Works by the Contractor and shall determine the Completion Date and the Contractor shall be discharged completely from all obligations, expressed or implied, under this Contract and any variation thereof or addition thereto and the Purchaser shall have no further claim against the Contractor.
- 4.6 For the purpose aforesaid, the occurrence of the earliest of any of the following shall constitute the Completion Date.
- 4.6.1 The date of formal handing over of the keys of the Works to the Purchaser and the signing of the handing over Certificate in acknowledgement thereto; or
- 4.6.2 The date on which occupation of the Works is taken by the Purchaser or his representative; or
- 4.6.3 After notice by the Contractor to the Purchaser that the final section of the Works has been completed and all inspections have been done and tests passed by the Mortgagee or relevant Authority and that the Works are available for occupation by the Purchaser; or
- 4.6.4 The date of issue of a Certificate signed by a practising Architect nominated by the Contractor stating that the Works have been satisfactorily completed.
- 4.7 All amounts owing in terms of this Contract shall immediately become due and payable on the stages of completion as described above as well as on the completion date, from which date the Purchaser shall be liable for interest on such amounts outstanding at the rate specified in clause 7 hereof.
- 4.8 The risk in the Works shall pass wholly and entirely to the Purchaser from the Completion Date.

#### **5. UNDERTAKING BY THE PURCHASER**

The Purchaser hereby undertakes to become the registered owner of the Property, to pay any costs in connection therewith and to remain the registered owner pending payment of the full Contract Sum to the

Contractor and the passing of risk to the Purchaser.

## **6. VARIATIONS, EXTRAS AND OMISSIONS**

- 6.1 No variations, extras or omissions shall vitiate this Contract. The costs and nature of such variations, extras and omissions shall first be agreed to between the parties hereto and hereafter recorded and signed by all such parties for identification purposes by means of a Variation Schedule or addendums thereto.
- 6.2 The Purchaser shall effect payment to the Contractor in respect of such variations and extras as stipulated in the Variation Schedule or addendums thereto.
- 6.3 Notwithstanding anything to the contrary herein contained, it is recorded that the Contractor shall not in any way be obliged to agree to, or execute variations, extras or omissions to the Works.

## **7. INTEREST**

Any amounts due and payable by the Purchaser to the Contractor shall bear interest at the rate of 2% above prime overdraft rate of Absa Bank applicable at such time. Such interest shall be calculated from due date until date of payment thereof.

## **8. POSSESSION**

The Contractor shall retain possession until all amounts owed to him under this Contract and under any other agreement or arrangement between the Contractor and the Purchaser in connection with the Works have been paid and all obligations of the Purchaser in terms of this Contract have been fulfilled.

## **9. PUBLIC LIABILITY INSURANCE**

The Contractor shall reasonably insure against public liability on or around the Works from the commencement of building operations until completion of the Works in terms of this Contract and until the risk in the Works has passed to the Purchaser in terms of clause 4.8. The Contractor shall at its own cost ensure that the works have been registered at the NHBRC and that the relevant certificate has been issued before commencement of the works.

## **10. CESSION OF GUARANTEE**

Such guarantees as may be received by the Contractor in respect of any item incorporated in the Works shall to the extent that the Contractor is entitled to do so, be passed onto the Purchaser.

## **11. JOINT PURCHASERS**

In the event of the Property being registered jointly in the names of more than one Purchaser, such parties shall be jointly and severally liable for payment of all amounts due and for all the obligations as the Purchaser in terms of this Contract. The signature of any one of the joint party shall be binding on all parties as Purchaser in terms of this Contract. The signature of any one of the joint party shall be binding on all parties as Purchaser in respect of any variations, extras or omissions and any other documents including the Plan and working drawings.

## **12. EXTENSIONS**

Notwithstanding any express or implied provisions of this Contract, any latitude or extension of time which may be allowed by the Contractor in respect hereof shall not be deemed to be a waiver of the Contractor's rights to without notice require strict and punctual compliance with each and every provision or term hereof.

## **13. WITHHOLDING MINOR PAYMENTS**

The Purchaser shall not under any circumstances be entitled to withhold payment from the Contractor for any amounts whatsoever by virtue of minor works still to be carried out by the Contractor. Any amounts to be withheld shall be certified by an Architect appointed by the Contractor.

#### **14. REPRESENTATION BY AGENTS**

The Contractor and Purchaser acknowledge that the contents hereof shall constitute the entire Contract between them and no other conditions, stipulations, warranties or representations whatsoever have been made by the Contractor or their agent/s other than such as may be included herein or subsequently recorded in writing and signed by or on behalf of the Contractor and Purchaser. *The onus shall lie with the purchaser to communicate all requests for special requirements to the contractor in writing.*

#### **15. JURISDICTION**

For the purpose of all or any Court proceedings herein, 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 may otherwise be beyond the jurisdiction of that Court. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the Court pursuant to Section 45 of the said Act.

#### **16. CANCELLATION BY PURCHASER**

The Purchaser acknowledges that, by reason of his signature hereto, the Contractor will incur certain necessary costs or charges relating inter alia to the processing of the Contract document, the preparation of Plan and drawing relative to any loan/Mortgage Bond application and services rendered.

In the event therefore, of the Purchaser electing to cancel this Contract for whatever reason, and notwithstanding the suspensive condition (if any) relating to loan/Mortgage Bond finance contained in the Deed of Sale in respect of the Purchaser of the Property, the Purchaser assumes liability, without recourse, for payment to the Contractor of cancellation costs, as follows :

- 16.1 The sum of R10 000,00 (Ten Thousand Rand) if cancellation is effective prior to the granting of loan/Mortgage Bond (if any);
- 16.2 The sum of R20 000,00 (Twenty Thousand Rand) if cancellation is effective after granting of required loan/Mortgage Bond (if any) but prior to commencement of the Works; or
- 16.3 Should the Purchaser cancel after commencement of the Works, the Purchaser shall be liable for payment to the Contractor of all costs incurred to the time of cancellation.

The Purchaser acknowledges that the foregoing and the costs stipulated are fair and reasonable and that until such time as the provisions contained in this clause have been complied with, the Purchaser shall be unable to discharge his liabilities and cancel this Contract for whatever reason.

#### **17. BREACH**

- 17.1 Should the Purchaser's estate be sequestered, provisionally sequestered or liquidated as insolvent or placed under judicial management or should the Purchaser commit a breach of any of the terms of this Contract, all of which terms shall be regarded as material, and fail to remedy the breach within fourteen (14) days of despatch by the Contractor of written notice calling upon the Purchaser to do so, or should the Purchaser fail to make any payment on due date, the Contractor shall be entitled forthwith to give the Purchaser or his Trustee notice of the termination of this Contract or in Law. In such recourse, for payment to the Contractor of cancellation costs, as stipulated in clauses 16.1, 16.2 and 16.3, the Purchaser acknowledges this as fair and reasonable.
- 17.2 A Certificate by an Auditor specifying the amount due by the Purchaser to the Contractor shall be sufficient proof of any amount due to the Contractor in terms of this Contract and may be used by the Contractor for the purposes of obtaining judgement whether by default or otherwise summary judgement or provisional sentence against the Purchaser.
- 17.3 In the event of default by the Contractor in respect of the following:
  - 17.3.1 without reasonable cause, the Contractor wholly suspends the Works before completion;

and/or

17.3.2 the Contractor refuses to proceed with the Works with reasonable diligence; and/or

17.3.3 the Contractor refuses, after notices in writing from the Purchaser, to remove defective works or improper materials, then, if such default shall continue for fourteen (14) days after written notice to the Contractor specifying the nature of the default, the Purchaser may without prejudice to any other rights he may have in terms of this Contract or in Law, by written notice terminate the employment of the Contractor under this Contract. In such an event the Contractor shall be liable for all damages suffered by the Purchaser by reason of such default.

17.4 If the Contractor's estate is sequestrated or provisionally sequestrated or liquidated as insolvent or placed under judicial management, the Purchaser may, without prejudice to any other rights he may have in terms of this Contract or in Law, by written notice terminate the employment of the Contractor under this Contract.

**18. CONTRACTOR'S GUARANTEE**

See Annexure "F1".

SIGNED BY THE PURCHASER AT \_\_\_\_\_ ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 2010.

**AS WITNESSES:**

1. \_\_\_\_\_

\_\_\_\_\_  
**PURCHASER 1**

2. \_\_\_\_\_

\_\_\_\_\_  
**PURCHASER 2**

**VUE DE LA VILLE | LIFESTYLE ESTATE**

**SCHEDULE OF CHARGES (PART C)**

The under mentioned charges are for the account of, and payable by, the Contractor or the Purchaser as indicated below:

**1. PURCHASER :**

- 1.1 Water deposit
- 1.2 Electrical connection fees for the works as required by the local authority including prepaid meter – new bylaws now require the Seller to provide same and supply the pre-paid meter at the cost of the Purchaser
- 1.3 Transfer and Bond costs
- 1.4 Interim interest on Bond (if any)
- 1.5 Rates and levies from date of occupation

**2. CONTRACTOR (included in the Contract sum)**

- 2.1 Architectural fees
- 2.2 Plans, drawings and printing costs (deviation of standard plans for Purchaser's account)
- 2.3 Local Authority approval fees
- 2.4 Bulk Electrical connection fees relating to the whole development
- 2.5 Bulk Sewerage connection fees for the whole development
- 2.6 Water consumption to completion date
- 2.7 Storm water connection fees
- 2.8 Cost of acquiring the relevant NHBRC Certificate.

SIGNED BY THE PURCHASER AT \_\_\_\_\_ ON THIS \_\_\_\_\_

DAY OF \_\_\_\_\_ 2010.

**AS WITNESSES:**

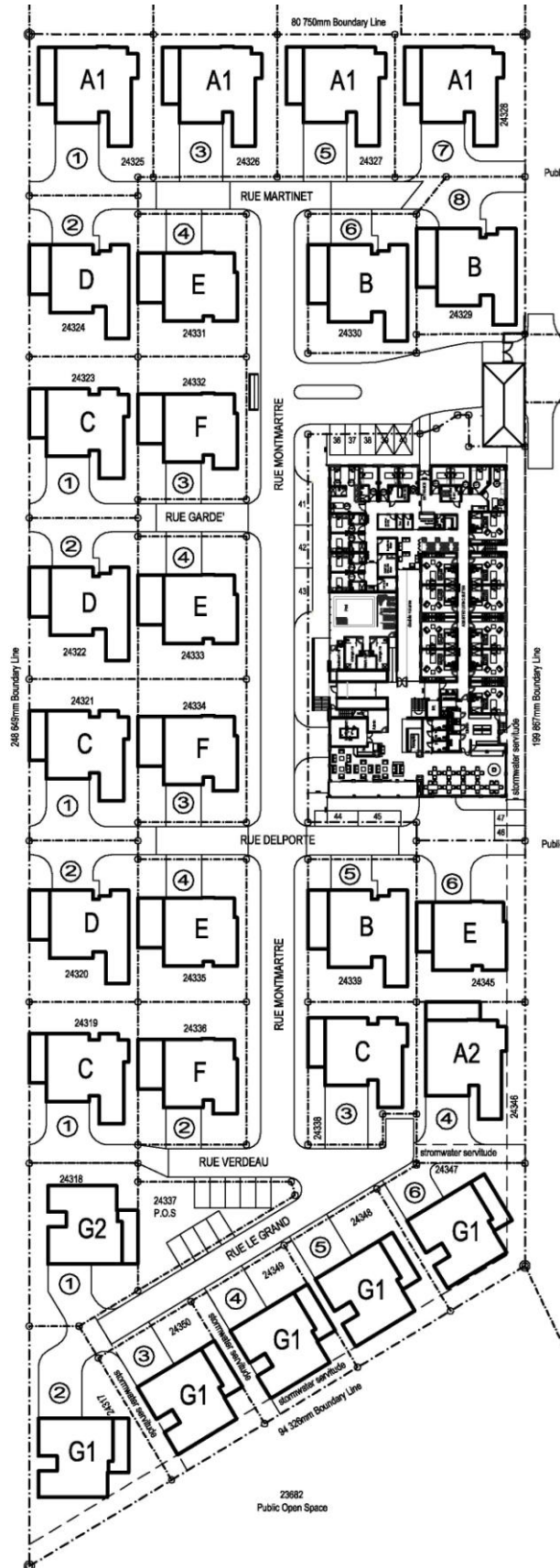
1. \_\_\_\_\_

\_\_\_\_\_  
**PURCHASER 1**

2. \_\_\_\_\_

\_\_\_\_\_  
**PURCHASER 2**

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



Erf No \_\_\_\_\_ Address \_\_\_\_\_

**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 residence and painted bagged plaster in garage.

**2. WINDOW SILLS**

- 2.1 Exterior: Face brick.
- 2.2 Interior: Porcelain 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 horizontal panelled with side light (where applicable).
- 4.2 Back door: Meranti stable type, painted.
- 4.3 Patio door: Charcoal powder coated aluminium.
- 4.4 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, bathrooms, entrance hall, lounge and family room: Will be of porcelain tiles selected by the Purchaser from the Seller's preferred range.
- 7.2 Bedrooms & study: Will be of woven or cut pile carpeting selected by the purchaser from the Sellers' Nouwens Rustique or similar range.
- 7.3 Patio, pathway, backyard: Will be of clay brick pavers selected by the Seller.
- 7.4 Garage: Cement floor.

7.5 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. However, colour and hardware will be selected by the Purchaser from the Seller's preferred range. Bathroom vanities will be supplied. Granite finished counters to kitchen and bathrooms.

## 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, bidet & 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 Heated towel rails: In both bathrooms.
- 9.7 Hot water cylinder: Will be 250 L – 400 kPa coupled to a solar panel.
- 9.8 Water connection and supply: Will be 15 mm diameter and internally 22 mm polycop piping from the water meter to the building.
- 9.9 Garden taps: Two per house.
- 9.10 Rain water goods: Aluminium selected by Seller.
- 9.11 Washing machine/dishwasher outlet: Two 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 dish antenna suitable for reception of DSTV programmes will be supplied to each house.

## 13. LIGHT FITTINGS

The Seller will make an allowance for all light fittings. The Purchaser may select any fittings of his choice up to the amount from a selection obtainable from the developer's nominated supplier.

Unit Type

A	R3000
B	R3000

C	R2750
D	R2750
E	R2500
F	R2500
G	R2850
Apartments	Standard light fittings to be supplied by developer

#### **14. CEILINGS**

14.1 Generally will be a height of 2650 mm above floor level, white painted, rhino board.

14.2 The garage has a concrete ceiling which will be un-plastered and painted.

#### **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- heated towel rails in houses.

#### **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 vanities.

#### **18. LOCKS**

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

#### **19. GARAGE DOORS**

19.1 Two single doors of charcoal rolled steel, automated and overhead opening.

19.2 Doors to open automatically

#### **20. LIFT**

Residential type, hydraulic lift on two levels of houses with automatic swing doors.

#### **21. HOUSE NUMBER**

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

#### **22. LETTER BOX**

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

#### **23. GARDENING**

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

**24. 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.

**25. 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

Erf No \_\_\_\_\_ Address \_\_\_\_\_

**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**

Erf No \_\_\_\_\_ Address \_\_\_\_\_

**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
RESERWE 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
HYSENDERHOUD 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
<b>TOTALE NET UITGAWES</b>	<b>R 80,603.52</b>	<b>R 36,766.67</b>	<b>R 117,370.19</b>	<b>TOTAL NET EXPENSES</b>

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
			<b>R 7,572.83</b>						<b>R 80,603.52</b>		
<b>TOTAAL / TOTAL</b>	<b>R 7,572.83</b>					<b>GRAND TOTAL P.M</b>			<b>R 80,603.52</b>		

**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
<b>1421.2</b>								<b>R 28,049.97</b>		
PARKING & STORAGE / PARKERING & STORPLEK										
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
<b>401.78</b>								<b>R 3,858.91</b>		
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
								<b>R 4,283.63</b>		
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
								<b>R 574.16</b>		
<b>TOTAAL / TOTAL</b>			<b>2328.76</b>				<b>GRAND TOTAL P.M</b>	<b>R 36,766.67</b>		

**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**