

# FLEURHOF HILL



**OFFER TO PURCHASE**  
**Which upon signature by both**  
**the seller and the purchaser, becomes an**  
**AGREEMENT OF SALE**

MADE AND ENTERED INTO BY AND BETWEEN

**FLEURHOF EXTENSION 2 (PTY) LIMITED**  
**REGISTRATION NUMBER: 2005/027248/07**

(hereinafter referred to as the **Seller**)

and

1. **Full names:** \_\_\_\_\_  
Identity / Registration no.: \_\_\_\_\_
  
2. **Full names:** \_\_\_\_\_  
Identity / Registration no.: \_\_\_\_\_
  
3. **Full names:** \_\_\_\_\_  
Identity / Registration no.: \_\_\_\_\_
  
4. **Full names:** \_\_\_\_\_  
Identity / Registration no.: \_\_\_\_\_

(hereinafter referred to as the **Purchaser**)

**1. RECORDAL**

1.1 The Seller intends to erect a sectional title development comprising some 1800 (One Thousand Eight Hundred) sections on area/portion on portion 17 and 18 of the Farm Vogelstruisfontein 231 IQ, District of Roodepoort on which the mineral rights holders hold mineral rights, the location of which is depicted on the site plan attached hereto, and intends to apply, in terms of the provisions of the Sectional Titles Act, No 95 of 1986, or any amendment thereof, for the opening of a sectional title register in respect of the aforementioned development, and the Seller now agrees to sell and the Purchaser now agrees to buy, the property as described below, on the terms and conditions set out below:

**2. PROPERTY DESCRIPTION AND SCHEDULE**

2.1 Name of Sectional Title Scheme:

Fleurhof Hill

2.2 Section No.:

\_\_\_\_\_

2.3 Building No.:

\_\_\_\_\_

2.4 Building Name:

\_\_\_\_\_

2.5 Phase Name:

Fleurhof Hill

2.6 Block Type:

\_\_\_\_\_

2.7 Actual level on which the section (unit) will situate:

Ground / First Floor / Second Floor / Third Floor (Circle the correct Level)

2.8 Actual stand in which unit is situated (Annexure 7):

Stand 700

2.9 Approximate Extent of Section:

43m<sup>2</sup>

2.10 Unit Type:

\_\_\_\_\_

2.11 Exclusive Use Areas (If any):

There are no exclusive use areas.

2.12 Physical Address of Property:

Fleurhof Hill, Wattle Close, Fleurhof Ext 2, Fleurhof.

2.13 Monthly Levy.

The estimated monthly levy amounts to \_\_\_\_\_ ( \_\_\_\_\_

\_\_\_\_\_ Rand) and which amount becomes payable by the Purchaser to the Body Corporate of the Scheme in accordance with the provisions of the Act.

2.14 Date of Possession and Occupation.

Possession and occupation of the property shall be given by the Seller to the Purchaser and taken by the Purchaser on date of registration of the property into his name, from which date the risk and loss shall pass to the Purchaser and from which date the Purchaser shall be liable for payment of all rates, taxes, levies and charges payable in respect of the property, and which date is estimated to be between 12 and 18 months from date of all suspensive conditions having been fulfilled. It is recorded and agreed that the Seller may, in his discretion, extend this date, provided it is done in writing.

**3. SALE**

3.1 Subject to and in accordance with the provisions hereof and all conditions of sale, the Seller hereby sells and the Purchaser purchases the Property as described in clause 2 above together with the undivided share in the common property as per the registered Sectional Title Plans of the Scheme.

3.2 The Section shall be situated in substantially the position indicated on the Site Plan and is to be built in accordance with the Plan.

3.3 The Purchaser agrees that he shall not be entitled to amend or procure any amendments to the Plan.

3.4 The Purchaser agrees that the precise area, boundaries and description of the Section shall be as is depicted and shown on the sectional plan and as finally determined and approved by the Surveyor-General and shall be binding

upon the parties, provided always that the area of the Section shall be within 5% (Five Percentum) of the area as stated in clause 2.9 above.

#### 4. PURCHASE PRICE

- 4.1 The purchase price is the sum of R \_\_\_\_\_ ( \_\_\_\_\_  
\_\_\_\_\_ Rand (VAT included), made up  
as follows:
- 4.1.1 Basic Standard unit/section: \_\_\_\_\_  
Luxury Upgrade: \_\_\_\_\_.
- 4.2 The Deposit is the sum of R \_\_\_\_\_ ( \_\_\_\_\_  
\_\_\_\_\_ Rand and shall be held in trust pending  
registration of transfer by the Seller's Attorneys as indicated on the schedule in Annexure 1 attached hereto. The  
interest accrued shall be paid out to the Purchaser within 48 (forty eight) hours from the date that the said property is  
registered in the Purchaser's name.
- 4.3 The purchase price is payable in cash on the date of registration of transfer of the property into the name of the  
Purchaser, and the Purchaser shall furnish the Seller within 14 (Fourteen) days of all suspensive conditions having  
been fulfilled, an acceptable and unconditional guarantee of payment by a financial institution or Attorney in respect of  
the balance of the purchase price.

#### 5. SUSPENSIVE CONDITIONS

- 5.1 This sale is suspensively conditional upon the Purchaser obtaining approval in principle of a loan upon the security of  
a first mortgage bond to be passed over the property hereby sold from a Bank or other recognised financial institution  
at prevailing bank rates and terms in the amount of no less than R \_\_\_\_\_  
( \_\_\_\_\_  
\_\_\_\_\_ Rand) within thirty (30) days from the date of  
signature hereof, both days inclusive, or any extension of time granted in writing to the Purchaser by the Seller. The  
Purchaser shall deliver a bank or building society guarantee in this amount in a form acceptable to the attorneys to  
them within fourteen (14) days after the finance/loan or bond had been approved.
- 5.2 The Purchaser undertakes to take all reasonable steps, which might be required in this regard, and without detracting  
from the days of date hereof.
- 5.3 This Contract is further subject to and conditional upon:
- 5.3.1 The Plan and Site Plan being approved of by the relevant local authority;
- 5.4 The Seller obtaining all necessary legal, procedural and environmental approval to develop the township and the  
Scheme;
- 5.4.1 The Seller obtaining all necessary financial capital requirements at terms they deem acceptable to undertake all  
services, infrastructural and construction development to effect the township and Scheme as mentioned in clauses 1  
and 2 above.
- 5.5 This Agreement of Sale is subject to all conditions and servitudes contained in or referred to in the Title Deed, to all  
limitations of use laid down by statutory authority and to all conditions of any applicable town planning scheme.
- 5.6 It is further recorded that the Seller may, at any time, in writing and in its own discretion, waive clause 5.5.1 prior to  
the date stipulated therein.
- 5.7 It is recorded that should any of the aforesaid conditions not be met timeously, this Agreement of Sale shall lapse  
and be of no further force and effect between the parties.

#### 6. OTHER CONDITIONS & SERVITUDES

- 6.1 The Seller reserves fully the right to do future subdivision of the overall land and/or the sectional title scheme, and it is  
recorded that should this requirement be deemed necessary by the Seller, that the Purchaser hereby fully consent to  
such further subdivision.
- 6.2 The Seller reserves the right to extend the Scheme referred to in clause 2.1 in terms of Section 25 of the act, for a 99  
year period.
- 6.3 The Purchaser shall be obliged to comply at the Purchaser's own cost strictly and punctually with all acts, ordinances,  
regulations, laws and by-laws and other enactments which may apply, to the property or may hereinafter be made  
applicable. The Purchaser acknowledges that he is fully acquainted with the aforesaid conditions, servitudes,  
limitations, acts, ordinances, regulations, laws, by-laws and other enactments.
- 6.4 The Seller shall not be liable to indicate the boundaries of the property, nor liable for any damage resulting from an  
incorrect indication.
- 6.5 The Purchaser acknowledges that he is aware that the sale of the property is subject to any servitudes and conditions  
contained in the conditions of establishment of the said township and the applicable sectional title scheme and/or as  
shown on the General Plan of the township.

## **7. FEES**

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

## **8. RELAXATION**

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

## **9. WHOLE AGREEMENT**

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

## **10. TRANSFER & TRANSFER FEES**

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

10.2 It is recorded that both the Conveyancing attorney and the Bond Registration Attorneys shall be Barnards Inc.

## **11. BREACH**

11.1 If the Purchaser fails to comply punctually with any of his obligations in terms of this agreement, the Seller shall be entitled after notice as set out hereunder, to claim specific performance from the Purchaser, or in the alternative, cancel the agreement by giving the Purchaser written notice thereof, which cancellation shall be effective from the date on which it is posted.

11.2 In the event of cancellation for whatever reason, the Purchaser shall forfeit to the Seller all moneys paid in terms of this agreement, including any amount paid to the transferring Attorneys or other instance in trust, or invested as security for the purchase price, as rouwkoop or liquidated damages without prejudice to his rights to claim further damages.

11.2.1 It is agreed that should the Purchaser cancel the transaction once the suspensive condition in clause 5.1 has been uplifted, that the Purchaser then shall pay to the Seller on demand, as an agreed penalty, an administration fee of R7500.

11.2.2 In the event of a deposit as per clauses 4.2 and 11.2 having been paid, then the attorney into whose trust account the deposit was paid, is hereby authorised to immediately disburse this penalty amount to the Seller from this amount.

11.3 Alternatively, the affected parties shall be entitled to claim damage from the Purchaser instead of the abovementioned liquidated damages.

11.4 The affected parties' claim for specific performance shall not prejudice his claim against the Purchaser for damages.

11.5 The Seller shall not be entitled to exercise his rights in terms of the aforementioned clauses, unless 7 (seven) days have lapsed after posting of a written notice by the Seller to the Purchaser to remedy such breach, and the Purchaser remained in default.

## **12. COMMISSION**

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

## **13. DOMICILIUM CITANDI ET EXECUTANDI**

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

## **14. CONDITIONS PRECEDENT**

This agreement is subject to the: -

14.1 The Seller obtaining a development bond with a financial institution.

14.2 The successful rezoning, proclamation and transfer of the land by the Seller.

## **15. BODY CORPORATE**

- 15.1 It is recorded that the domicilium citandi et executandi of the Body Corporate is Cedarwood House, 33 Ballyclare Drive, Bryanston, Johannesburg and where a copy of the Management Rules, the Rules of Conduct and plans of the scheme may be inspected.
- 15.2 The Purchaser acknowledges that he is aware that he shall automatically, upon registration of the property onto his name, become a member of the Body Corporate and be bound by all its Rules of Conduct and that he shall remain a member of the Body Corporate until he ceases to be the owner of the property.
- 15.3 The Purchaser further acknowledges that he has been made fully aware that he is, from the date of registration mentioned above, responsible for his pro-rata contribution to the Body Corporate, and that the indicated amount in clause 2.9 may change depending on the actual expenses of the Body Corporate and that the Seller will not in any way be held accountable should this amount vary.
- 15.4 It is recorded that a Service Connection Fee of R1 800 (One Thousand Eight Hundred Rand) will be paid by the Seller into the bank account of the Body Corporate upon occupation of the unit. This fee will be used to ensure initial financial impetus and operating ability for the Body Corporate.
- 15.5 It is noted that the Seller shall form a Body Corporate and which Body Corporate shall be tasked with the running and management of the affairs of the Body Corporate.
- 15.6 The Seller shall further appoint a managing agent from date of formation of the Body Corporate.

## **16. COOLING OFF PERIOD**

- 16.1 If Section 29A of the Alienation of Land Act No 68 of 1981 applies to this agreement the purchaser has the right to terminate this deed by written notice delivered to the seller within 5 (five) days after acceptance hereof. Such 5-day period is calculated with the exclusive of the day on which this was signed by the purchaser and of any Saturday, Sunday or public holiday.
- 16.2 Such notice shall have no effect unless signed by the Purchaser or his agent, refers to this Agreement as the agreement being terminated, and is unconditional. The purchaser by his signature hereto acknowledged having read and being fully acquainted with all the material provisions hereof and that the meaning and consequences hereof have been explained to him.
- 16.3 If there is more than one purchaser, all purchasers will jointly and severally in solidum be liable for due fulfilment of the Purchaser's liabilities and duties in terms hereof.

## **17. SNAGS, DEFECTS AND OCCUPATION**

- 17.1 The Purchaser shall be afforded the opportunity to record patent defects (snags) before occupation of the unit.
- 17.1.1 The Purchaser shall be afforded 7 (seven) days after inspection when called upon to do so by the Seller, to complete a snag list in writing and deliver to Sellers The Seller will rectify all such defects within 30 days. Should the Purchaser fail to supply the Seller with a list of defects after having been called upon to do so, it shall be accepted that there are no snags/patent defects.
- 17.2 Upon these snags having been attended to, or in the case of there being no snags as per clause 17.1.1, the Purchaser shall be expected to sign off the letter of satisfaction and completion, which would enable the property to be registered into the name of the Purchaser.
- 17.3 The Purchaser will be allowed an additional 90 days from registration to indicate any latent defects which will be attended to by the Seller.
- 17.3.1 Should the Purchaser fail to supply the Seller with a list of latent defects within 7 (seven) days of the date stipulated in clause 17.3 above, then it shall be agreed that there are no latent defects and that the Seller is absolved from further performance in this regard.
- 17.4 Occupation of the unit shall generally be given by The Seller to the Purchaser once all the requisite documentation, which would enable the Seller to obtain full and final payment, is signed and actual full and final payment has been made by the relevant financial institution.
- 17.5 It is agreed that the Purchaser shall not unreasonably withhold or delay the process of signing the snags and the handover documents.

## **18. MINING ACTIVITIES**

- 18.1 It is herewith recorded that the mineral rights holders are the holders of the right, title and interest in and unto certain mineral rights in respect of precious metals and slime dams, afforded to them by the DME on the mining belt.
- 18.2 Accordingly mineral rights holders are entitled to exercise their rights by conducting mining and recycling activities on the mining belt and which may bring with it amongst other inconveniences, noise, dust, heavy vehicle traffic and excavations.
- 18.3 As the property is nearby or in range of portions 17 and 18 of the Farm Vogelstruisfontein 231 IQ, District Roodepoort, the Purchaser(s) herewith acknowledge and accept that the mining and recycling activities of the mineral rights holders may inconvenience the Purchaser(s).
- 18.4 The Purchaser(s) herewith confirm that he/she/they:
- 18.4.1 have been made fully aware of the mining or future mining activities on the mining belt;

- 18.4.2 is/are fully cognisant of and understand the effect which such mining activities may have on her/him/them.
- 18.4.3 The Purchaser(s) herewith indemnifies and holds the Seller harmless against any loss, damage, expense and/or liability which he/she/they may suffer and/or incur due to the mining activities on the mining belt.
- 18.4.4 Without derogating from the generality of the contents of clause 18.5.1, the Purchaser(s) herewith indemnify the Seller and holds it harmless against any loss, liability, cost or damage suffered by the Purchaser(s) and/or any third party which may attend the property, as the case may be, in relation to the mining activities on the mining belt, including but not limited to any direct, indirect, contingent or consequential loss, including loss of revenue, loss of business and loss of profit, howsoever arising.
- 18.5 In view of the contents of this clause 18 the Purchaser(s) agree to the incorporation of the undermentioned wording in the title deed of the property, namely:
- 18.5.1 "As this property (erf, stand, land, etc) forms part of land which is undermined and which may be liable to subsidence, settlement, shock and cracking due to mining operations past, present or future, the owner thereof accepts all liability for any damage thereto or any structure thereon which may result from such subsidence, settlement, shock or cracking"; and
- 18.5.2 "As this property (erf, stand, land, etc) forms part of an area which may be subject to dust pollution and/or noise as a result of recycling activities past, present or future in the vicinity thereof, the owner thereof accepts that inconvenience with regard to dust pollution and/or noise as a result thereof, may be experienced."

## 19. RESALE AND FURTHER BONDS

The parties herewith record the following:

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

## 20. CONSUMER PROTECTION ACT

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

THUS DONE AND SIGNED by the **PURCHASER** at \_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_\_.

1. \_\_\_\_\_  
**AS WITNESS:** \_\_\_\_\_ **PURCHASER:** \_\_\_\_\_

2. \_\_\_\_\_  
**AS WITNESS:** \_\_\_\_\_ **PURCHASER:** \_\_\_\_\_

**Suretyship**

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

THUS DONE AND SIGNED by the **SELLER** at \_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_\_.

AS WITNESSES:

1. \_\_\_\_\_  
**AS WITNESS:** \_\_\_\_\_ **SELLER:** \_\_\_\_\_

2. \_\_\_\_\_  
**AS WITNESS:** \_\_\_\_\_ **SELLER:** \_\_\_\_\_

## **ANNEXURE 1**

### **SCHEDULE OF FINISHES – FLEURHOF SECTIONAL TITLE DEVELOPMENT - STANDARD UNIT**

#### **FOUNDATIONS**

- All external load-bearing walls will be founded on concrete strip footings as indicated on the working drawings or on raft foundations as per engineers design.
- All internal walls will be founded on thickening to surface bed as indicated on the working drawings.
- Conventional building methods, as for normal founding conditions, will be used unless otherwise instructed by the engineer.

#### **SUPERSTRUCTURE**

- Houses to be built with 150mm external walls and 90mm internal walls constructed of cement and/or clay bricks.

#### **ROOF**

- Constructed with engineer designed prefabricated roof trusses.
- House roofs to be pitched 26 degrees and covered with cement tiles – no PVC underlay to be provided.
- Barge boards to be provided.
- 75 x 100 Galvanised mild steel gutters with 75mm downpipes to be fitted.
- Roof colour on all semi-detached units to be determined by developer.

#### **DOORS & DOORFRAMES**

- All external doors to be FLB closed-back solid doors.
- All internal doors to be hollow core hardboard type.
- All doorframes to be 1,2mm pressed steel.
- Weatherboards to be fitted to all external doors.

#### **WINDOWS**

- Standard residential steel windows with handles and catches as indicated on the working drawings without burglar bars.

#### **GLAZING**

- Clear sheet glass generally in thickness as recommended by the glazier.
- Obscure glass to glazier's choice will be installed to bathroom/s and WC's.

#### **WINDOW SILLS**

- External windowsills are to be precast concrete painted with one coat of primer and two coats acrylic paint.
- Internal windowsills to be plastered.

#### **WALL FINISHES**

- External walls of the house to be plastered.
- Internal walls of the house to be plastered.
- Glazed wall tiling will be proved as follows:
  - Kitchen & bathrooms – 2 course above sink, bath and washbasin.

#### **FLOOR FINISHES**

- All surface beds to be screeded or power floated.
- Weatherboard to be provided at external doors.

#### **CEILINGS**

- Ceilings to be 6,4mm Herculite fixed to 38 x 38 brandering with "H" section cover strips.
- Cornices to be 70mm gypsum covered type.
- Ceilings and cornices to be painted with two coats good quality PVA.

#### **PAINTING**

- All plastered surfaces to be painted with two coats good quality PVA.
- All exposed metalwork to be finished with one coat universal enamel paint.
- All external doors to be finished with two coats of wood sealer.
- All exposed structural timber to receive two coats carbolineum.
- All internal doors and doorframes to be painted with enamel paint.

#### **IRONMONGERY**

- External doors to be fitted with standard three lever mortise locksets with chromium plated furniture.
- Internal doors to be fitted with standard two lever mortise locksets with chromium plated furniture.
- Single rail curtain tracks to be provided to all windows.

**ELECTRICAL**

- One plug and one light point per room, two plug points in the kitchen, two external lights, stove point with isolator and distribution board as shown on the floor plan layout.
- External light fittings to be watertight.
- Internal light fittings to be of the white bowl bulkhead type.

**PLUMBING**

- All sanitary fittings are to be standard type white vitreous china, and acrylic cisterns.
- Baths to be 1700mm long white acrylic type.
- Wash hand basins will be fixed on concealed brackets.
- A single bowl continental fit-on sink will be installed to kitchen.
- Taps are to be cobra star taps or equal.
- Complete cold and hot water reticulation, including taps and a 150 litre cylinder (SABS approved) complete with pressure release valve and thermostat and electrical connection.

**CARPENTER**

- A 900mm sink unit will be provided in the kitchen.

**FENCING**

- Palisade around erven as per developer.

**SITE WORKS**

- The Property will be levelled to dispose the storm water to the extent as determined by the Developer.
- No landscaping, other than general removal of building rubble.

**AVAILABILITY OF MATERIALS**

- All materials herein specified are subject to availability, where any materials are not readily available, the DEVELOPER shall have the right to use the nearest similar material available.

**OPTIONAL EXTRAS**

- Items specifically EXCLUDED from the selling price unless specifically purchased as the optional luxury upgrade, optional extras are as follows:
  - Four Plate Stove
  - Carpets to all habitable rooms and vinyl tiles to kitchen and bathroom floors
  - Semi-face brick
  - Built-in cupboards in kitchen and bedrooms
  - Security doors/gates.

**NOTES:**

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

Annexure 1, SCHEDULE OF FINISHES, signed by the **PURCHASER** at \_\_\_\_\_ on this  
 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

1. \_\_\_\_\_  
**AS WITNESS:** \_\_\_\_\_ **PURCHASER:** \_\_\_\_\_

2. \_\_\_\_\_  
**AS WITNESS:** \_\_\_\_\_ **PURCHASER:** \_\_\_\_\_

**ANNEXURE 2**

<b>1</b>	<b>Seller</b>	
1.1	<b>Company Name:</b>	FLEURHOF EXTENSION 2 (Pty) Ltd
1.2	<b>Company Registration No.</b>	2005/027248/07
1.3	<b>VAT No.</b>	4110244953
1.4	<b>Represented By:</b>	
1.5	<b>Address:</b>	Cedarwood House, Ballywoods Office Park, Ballyclare Drive, Bryanston
1.6	<b>Telephone No.:</b>	011 300 7500
1.6	<b>Fax No.</b>	086 163 67767
	<b>E-Mail Address:</b>	charl@calgrom3.com
<b>2</b>	<b>Purchaser</b>	
2.1	<b>Full Name/s:</b>	
2.2	<b>ID No.:</b>	
2.3	<b>Physical Address</b>	
2.4	<b>Postal Address</b>	
2.5	<b>Telephone No.:</b>	
2.6	<b>Fax No.</b>	
2.7	<b>E-Mail Address:</b>	
<b>3</b>	<b>Summary of Purchase Price</b>	
3.1	<b>Total Price (Inclusive of VAT and all costs associated with the registration of the transfer and the bond.</b>	
	<b>Less Deposit</b>	
	<b>Housing Bond Required</b>	
<b>4</b>	<b>Duly appointed Bond &amp; Conveyancing Attorney</b>	
	Barnards Incorporated	
	29 Monument Road	
	Kempton Park	
	1620	
	Tel No.: 011 975 2667	
	Fax No.: 011 975 6639	
	E-Mail: zunay@barnardsinc.co.za	
<b>5</b>	<b>Details Of Trust Account</b>	
	<b>Name of Account/Beneficiary</b>	Barnard's Inc – Trust Account
	<b>Name of Bank</b>	ABSA Bank – Randburg
	<b>Account Number</b>	1 027 420 571
	<b>Branch Code</b>	505705
	<b>Reference Number</b>	

ANNEXURE 2 SIGNED by the **SELLER** at \_\_\_\_\_ on this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

1. \_\_\_\_\_  
**AS WITNESS:** \_\_\_\_\_ **SELLER:** \_\_\_\_\_

2. \_\_\_\_\_  
**AS WITNESS:** \_\_\_\_\_ **SELLER:** \_\_\_\_\_

ANNEXURE 2 SIGNED by the **PURCHASER** at \_\_\_\_\_ on this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

1. \_\_\_\_\_  
**AS WITNESS:** \_\_\_\_\_ **PURCHASER:** \_\_\_\_\_

2. \_\_\_\_\_  
**AS WITNESS:** \_\_\_\_\_ **PURCHASER:** \_\_\_\_\_

**ANNEXURE 3**  
**SPECIAL POWER OF ATTORNEY**

I/We \_\_\_\_\_

Identity Number \_\_\_\_\_

Marital Status \_\_\_\_\_

and

Identity Number \_\_\_\_\_

Marital Status \_\_\_\_\_

The undersigned do hereby appoint Deon Noel Steyn and/or Ben-Pierre Malherbe with power of substitution to be my/our Attorney and agent and on my/our behalf to:

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

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

Witnesses:

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

2. \_\_\_\_\_ PURCHASER'S SPOUSE

**ANNEXURE 4**

**SALIENT INFORMATION WITH REGARDS SECTIONAL TITLE OWNERSHIP**

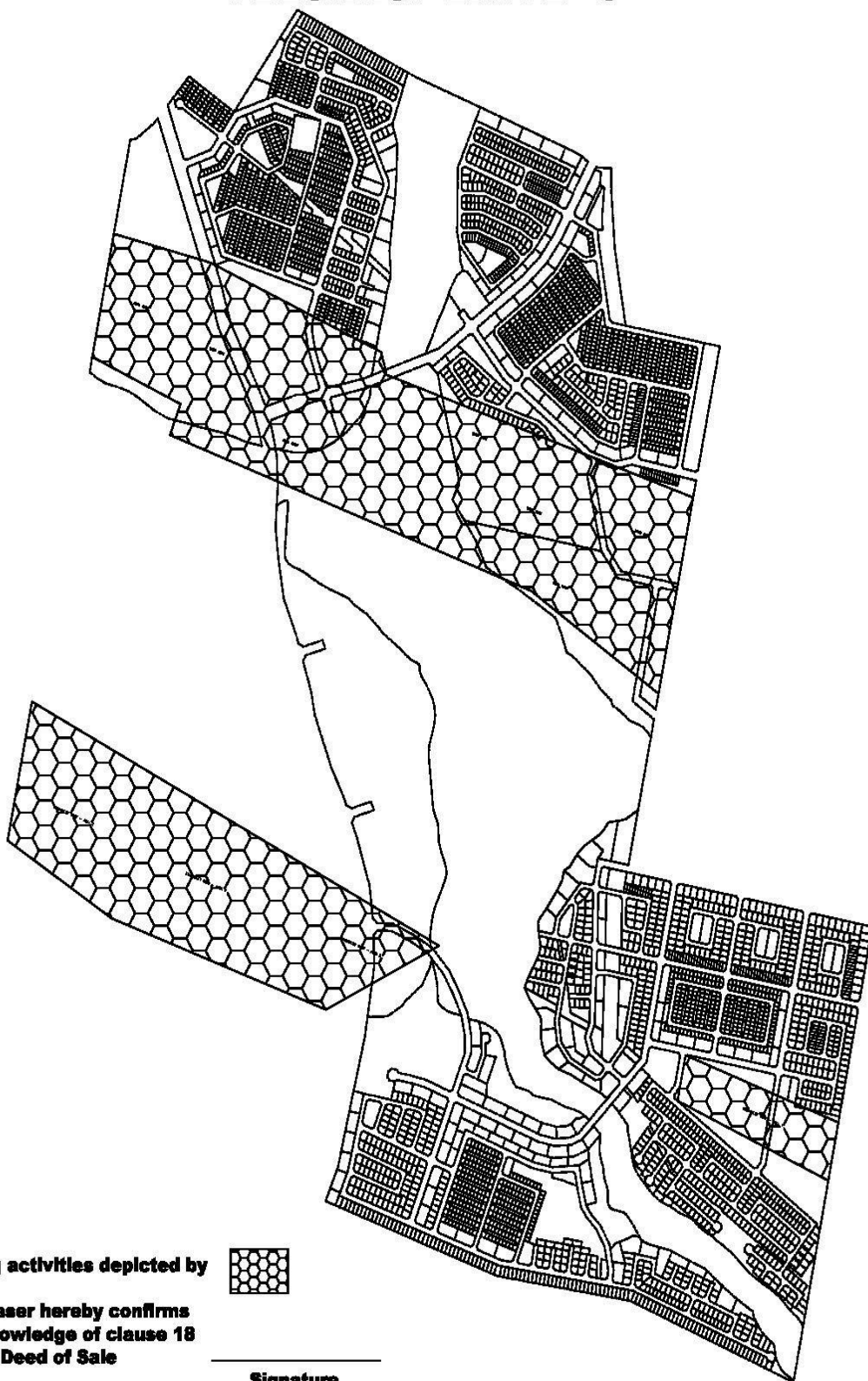
<b><u>Frequently Asked Questions.</u></b>
<b>1. What is Sectional Title Ownership?</b>
Sectional title is a form of ownership where the owner holds/owns title to a section of a building that has been divided into two or more sections.
<b>2. What is a Sectional Title Development Scheme?</b>
It is a building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

THUS SIGNED as having been read and fully understood by the **PURCHASER** at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

1. \_\_\_\_\_  
**AS WITNESS:** \_\_\_\_\_ **PURCHASER:** \_\_\_\_\_

2. \_\_\_\_\_  
**AS WITNESS:** \_\_\_\_\_ **PURCHASER:** \_\_\_\_\_

# ANNEXURE 5 FLEURHOF EXT. 2 - 9



Mining activities depicted by



**Purchaser hereby confirms  
full knowledge of clause 18  
of the Deed of Sale**

\_\_\_\_\_  
**Signature**



**ANNEXURE 7 – GENERAL STAND POSITION IN OVERALL DEVELOPMENT**

**ANNEXURE 7  
SECTIONAL TITLE PLACEMENT  
FOR FLEURHOF EXT. 2 & FLEURHOF EXT.3**



I hereby acknowledge the relative placement of the Sectional Title erven within the Fleurhof Ext. 2 and Fleurhof Ext.3 Township.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date