

OFFER TO PURCHASE

ENTERED INTO BY AND BETWEEN:

Represented by **Lourens Andries Cilliers** in his capacity as Director
And duly authorized thereto by a resolution

OF
Farm "Kromrivier"
District Rustenburg
0300

(hereinafter referred to as the "**SELLER**")

AND

Identity Number.

and _____

Identity Number

Contact Numbers
(full names of **PURCHASER**)

OF

.....
.....
.....

(address **PURCHASER**, as per clause 15)
(hereinafter referred to as the "**PURCHASER**")

THE **PURCHASER** HEREBY OFFERS TO PURCHASE "THE **PROPERTY**" AS DESCRIBED IN
CLAUSE 1. HEREUNDER:

1 **DEFINITIONS**

In this Agreement, unless otherwise indicated, or inconsistent with the content, the following words and expressions shall have the meaning assigned to them hereunder, namely:

- 1.1 "the **ACT**" means the Sectional Title Act, 1986 and any regulations made there under; as amended from time to time;
- 1.2 "the **SECTION**" means the Section highlighted in Annexure "**C**" in the complex known as "....." situated on, with floor area approximately square meters as well as the exclusive use area allocated to the unit.
- 1.3.1 "the **UNIT**" means the section number together with its undivided share in the common property apportioned to the section in accordance with the participation quota of the section , as will be fully set out on the Land Surveyor/or general plans;
- 1.3.2 this "**exclusive use**" area meant that part of the common property for the exclusive use of the **PURCHASER** allocated to the section described as Garden No. _____ measuring approximately _____ square meters.
- 1.4 "the **PROPERTY**" means the unit as well as the exclusive use area;
- 1.5 "the **PLAN**" means the floor plan relating to the unit attached to this Agreement marked Annexure "**A**" read with the schedule of finishes marked Annexure "**B**" and layout plan of the developments, also attached, marked Annexure "**C**" list of extras marked Annexure "**D**".
- 1.6 "the **ATTORNEYS**" means; VON WIELLIGH INCORPORATED, 38 South Block, @ Office, 67 Brink Street, Rustenburg.
- 1.7 "**BODY CORPORATE**" means that the group of persons who all are or are to be owners of units in the complex, and of which body the **PURCHASER** will automatically become a member once the unit is transferred into his/her name, and which body corporate's functions and duties are described in the Act;

- 1.8 "**COMMON PROPERTY**" means the area as defined in the Act, which are owned and used by the owners jointly;
- 1.9 "**MANAGING AGENT**" means a person who may be appointed by the **SELLER** or body corporate to manage and/or to be a caretaker of the complex;
- 1.10 "**PARTICIPATION QUOTA**" means that part or portion of the owner's rights and obligations regarding the scheme, as described in terms of the Act and as recorded against the section title plan;
- 1.11 "**SECTIONAL TITLE PLAN**" means a plan of the scheme which plan is to be finally approved and registered in terms of the Act;
- 1.12 "**SECTIONAL TITLE REGISTER**" means that register to be opened in the Deeds Office, after which transfer of units can be given to individual purchasers;
- 1.13 "**APPROVAL IN PRINCIPAL**" of the bond shall mean the approval of a bond as contemplated in clause 18 hereof, subject only to the inspection of the building, taking place as soon as possible;
- 1.14 "**FINAL APPROVAL**" of the bond shall mean the approval by the bank's building inspector of the completed unit;
- 1.15 In this Agreement and its annexures, unless contrary to the subject or context, the following shall apply: words signifying the singular numbers shall include the plural and vice versa; reference to the masculine gender shall include the female and vice versa; reference to a person shall include reference to a company, close corporation or an association or persons.

2 **SALE**

- 2.3 The **SELLER** hereby sells the **PROPERTY** to the **PURCHASER** who hereby purchases the **PROPERTY**.
- 2.4 The **PROPERTY** is sold subject to all the conditions and servitudes applicable

thereto whether contained or referenced to in or endorsed against the current and/or prior Title Deeds.

3 PURCHASE PRICE

The total and final purchase price of the property is **R**.....
(Including VAT/ Excluding VAT/Excluding Transfer Duties/Excluding Registration costs/ Excluding Bond costs)

(..... **RAND**)

TERMS OF PAYMENT

The purchase price shall be paid by the **PURCHASER** free of exchange as follows:

4.1 R..... (**RAND**)

(initial deposit) in cash within 2 days from signing of this offer to be deposited with the ATTORNEYS who shall hold the money in a trust account, and pay these amounts to the **SELLER** when the **SELLER** is legally entitled to receive the deposit. The **PURCHASER** authorizes the said Attorneys to invest these monies on his behalf as soon as they receive a letter from the financial Institution confirming that the loan has been granted to him in principle, or in the case of a cash transaction, on receipt of the initial deposit on the specific understanding that the interest on this initial deposit, when so invested, shall accrue for the **PURCHASER'S** benefits,

4.2 R.....(**RAND**) (bond

amount as contemplated in Clause 17 hereof) is to be secured by means of a guarantee or guarantees to be provided by the Building Society or Bank approving such bond. Subject only to final building inspection, to the said Attorneys within TWENTY ONE (21) days after the principle approval of such bond.

4.3 Should the **PURCHASER** obtain his finance as contemplated in Clause 4.2 the **PURCHASER** shall within TWENTY ONE (21) days after the approval of such bond, lodge with the Attorneys a guarantee or guarantees which shall:

4.3.1 be issued by an Institution or Institutions, the terms and conditions of which shall be reasonably acceptable to the **SELLER** (or the Attorney on his behalf); and

4.3.2 secure payment of the said balance to the **SELLER** and/or his nominee/s on registration of transfer of the **PROPERTY** in the name of the **PURCHASER** and registration of a mortgage bond, if applicable;

4.4 Should this be a cash transaction, the full amount after the deposit referred to in Clause 4.1 has been deducted ("the cash amount") or alternatively, a guarantee for the full balance outstanding, should be paid or lodged with the Attorneys within 21 days of signature of this Agreement.

4.4.1 In the case of the cash being paid to the Attorney the **PURCHASER** authorizes the said Attorneys to invest these monies on his behalf upon receipt by them of the cash amount, on the specific understanding that the interest on this cash amount, when so invested, shall accrues for the **PURCHASER'S** benefit; and

4.5 In event of this Agreement being cancelled, and the **PURCHASER** is the effective cause of such cancellation then the **PURCHASER** shall forfeit all rights of whatever nature against the **SELLER** for the refund of the deposit paid by the **PURCHASER** in terms of clause 4.1 and the **SELLER** shall be under no obligation whatsoever to repay the said deposit. Should the **PURCHASER** not be able to effect a loan as referred to in Clause 4.3, the deposit already paid shall be retained by the **SELLER**.

4.6 The Full and final payment of commission payable to the estate agent on day of registration by the SELLER R_____

(_____)

Estate Agents Name _____ ID _____

Number _____

5 TRANSFER

5.1 Transfer of the **PROPERTY** shall be effected by the Attorneys, within a reasonable time after the **PURCHASER** has complied with the terms of Clause 4 hereof.

5.2 The **PURCHASER** shall be liable and obliged to pay (Including VAT/ Excluding VAT/Excluding Transfer Duties/Excluding Registration costs/ Excluding Bond costs), and all other costs of transfer and matters incidental thereto.

5.3 The **PURCHASER** shall be liable for bond attorney registration fees with the understanding that the Attorneys as per Clause 1.6 shall be attending to the bond registration, failing which the **PURCHASER** shall be liable for payment of bond registration costs and costs incidental thereto.

5.4 The **PURCHASER** acknowledge that transfer will not be given until the sectional title register has been opened and he shall not be entitled on the strength of such register not having been opened to cancel this agreement.

6 DEFAULT OF PURCHASER

6.1 Should either party breach any of their terms of this Agreement and fail to remedy that breach within SEVEN (7) days after posting to him by prepaid registered post, a written notice addressed to him requesting him to do so, the aggrieved party shall be entitled, without prejudice to another right which he may have on account of such breach, either

6.1.1 to claim immediate payment of all payments payable in terms of this Agreement, irrespective of whether such amounts are then due or not, or

6.1.2 to cancel this Agreement with immediate effect by notice in writing to the defaulting party and claim damages.

6.2 Should the **SELLER** cancel the Agreement in terms of 6.1:

6.2.1 The **PURCHASER** shall, at the **PURCHASER'S** own costs, restore possession and occupation of the **PROPERTY** to the **SELLER** in the same condition as it was when the **PURCHASER** first took occupation together with any improvements thereon and shall have no claim for compensation in respect of any improvements.

7 COOLING OFF PERIOD (delete if not applicable)

7.1 Cooling off period. (Only applicable if the purchase price is below R250 000-00)

"The parties attention is drawn to the fact that Section 29A of the Land Act of 1981 to this agreement, if the **PURCHASER** is a natural person. Under such circumstance, notwithstanding any other clause in this contract, the **PURCHASER** has the right to revoke this offer or terminate this agreement by written notice to be delivered to the **SELLER**, or his or her agent, on or before midnight on

7.2 the notice is signed by the **PURCHASER** or his or her agent acting on his/her authority; and

7.3 refers to this offer or agreement as the offer or agreement that is being revoked or terminated as the case may be; and

7.4 is unconditional.

8 POSSESSION AND RISK

Possession of the **PROPERTY** shall be given to the **PURCHASER** on transfer, and from which date -

8.1 The benefits and risk of ownership of the **PROPERTY** shall pass to the **PURCHASER**.

8.2 Pending transfer and payment of the purchase price, the **PURCHASER** shall maintain the unit in a thorough state of repair and in a clean and tidy condition from date of occupation.

9 OCCUPATION AND OCCUPATIONAL RENTAL

9.1 The **PURCHASER** shall take occupation of the property on the date he has signed a certificate of satisfaction with the financial institution which approved his loan or, on date of registration of the property which ever is the earliest.

9.2 If the **PURCHASER** takes occupation prior to the date of registration of the

property, he shall pay the Developer **R**.....
 (..... **RAND**) per month FROM DATE OF
 OCCUPATION TO DATE OF TRANSFER. Such amount to be paid monthly
 in advance and shall be abated pro rata for any fraction of a month.

- 9.3** If the **PURCHASER** fails to pay occupational rental referred to above, the **SELLER** shall, without prejudice to any rights in terms of this Agreement, be entitled to pay such amounts and forthwith to recover from the **PURCHASER** the amounts disbursed with interest thereon at the rate of TWENTY PERCENTRUM (20%) per annum from date of paying such amounts to the date of repayment.
- 9.4** The **SELLER** either personally or through its servants or agent, shall be entitled at all reasonable times to have access to the section for the purpose of inspecting it or carry out any maintenance or repairs which the **SELLER** may in terms hereof be obligated or entitled to perform whether such repairs relate to the section or not, and the **PURCHASER** shall have no claim against the **SELLER** for any disturbance of his occupation arising out of the exercise by the **SELLER** or Developer of the rights hereby conferred.
- 9.5** Notwithstanding anything contained herein to the contrary, should the sale not proceed or the bond not be granted as set out in Clause 18 hereof, the **PURCHASER** shall be liable for occupational interest if occupation of the unit was taken.
- 9.6** The **PURCHASER** shall within FOURTEEN (14) days from the date of occupation deliver to the **SELLER** ONE FINAL LIST signed by himself enumerating any items in the section requiring repair by the **SELLER** and upon repair of such items as reasonably require repair, (the **PURCHASER** shall be deemed to have accepted that the section is in a fit and proper in all respects.
- 9.7** Should the **SELLER** for any reason beyond his control not be in a position to give the **PURCHASER** occupation of the unit by the date of registration, the **PURCHASER** shall have no claim of any kind against the **SELLER** arising from late occupation, or be entitled to claim cancellation.

10 MANAGEMENT AND CONDUCT RULES

- 10.1** The buildings and the land shall be controlled and managed by the Management Rules prescribed by regulation in terms of the Sectional Titles Act for which other rules may be submitted by the **SELLER** to the extent prescribed by such regulation when submitting the application for the opening of the Sectional Title Register. The **PURCHASER** undertakes to strictly adhere to these rules while he is in occupation of the unit, even if such rules have not yet been formally approved and adopted by the body corporate. They will also apply to anyone residing or being present in the section or the complex.
- 10.2** The **PURCHASER** agrees that the **SELLER** be entitled to put him out of the unit, claim repossession and cancel the Agreement if he does not act in accordance with the draft management rules prior to taking transfer of the unit.
- 10.3** After transfer of the unit, the **PURCHASER** understand that by law the management and conduct rules will be adopted by the body corporate and that these rules will apply to him as well as all residents in the complex.

11 CESSION

During the subsistence of this Agreement, the **PURCHASER** shall not cede, assign, make over or otherwise alienate any of his rights under this Agreement, nor shall he sell, alienate, lease or in any other way deal with the **PROPERTY** or any portion thereof without the **SELLER'S** consent, which shall not be unreasonably withheld.

12 SECTIONAL TITLE REGISTER AND TRANSFER OF UNITS

- 12.1** A reasonable variation of the total area or size of the section shall be allowed, by comparing the size and description of the section as depicted in terms of the site development plan and, schedules attached hereto, and the actual section (building) when completed, and no compensation shall be payable by the **SELLER** to the **PURCHASER** or vice versa, should such a

reasonable variation of difference in size occur.

- 12.2** The **PURCHASER** also agrees and undertakes that the **SELLER** may change and vary the number of the different types of section (i.e. the number of bedrooms, pertaining to each section, etc.) according to market demand as is reflected in the site development plan, and that such variations shall not entitle the **PURCHASER** to have any claim against the **SELLER**.. However, it is understood that the actual number of units in the phase shall remain the same or may be reduced only as specifically described on the draft sectional title plan as and when such plan is submitted to the (surveyor-general) for approval. Such variations shall specifically apply and influence the **PURCHASER'S** participation quota.
- 12.3** Once the unit has been transferred into the **PURCHASER'S** name, he will have to pay levies based on his participation quota. This is his pro rata share of the body corporate expenses pertaining to the complex and also entitles the **PURCHASER** to his share of a vote/s as a member of the body corporate and which may be modified from time to time in accordance with the Act.
- 12.4** The **PURCHASER** confirms that he will not have a claim against the **SELLER** for any problem regarding access, disturbance of service, of service, damages or delays caused by the building operations. The **PURCHASER** further acknowledges and takes cognizance of the fact that the **PROPERTY** description of the **PROPERTY** or the name of the development, may be changed by the (Local Authority) or the Surveyor General, which would result in an amendment of the **PROPERTY** description in this Agreement.

13 VARIATIONS

- 13.1** Any latitude or extension of time, which may be allowed by the **SELLER** to the **PURCHASER** in respect of any payment provided for herein, or any matter or thing, which the **PURCHASER** is bound to perform or observe in terms hereof, shall not in any circumstances be deemed to be a waiver of the **SELLER'S** rights at any time. To require strict and punctual compliance with each and every provision or terms hereof.

13.2 Any agreement between the **PURCHASER** and the **SELLER** to cancel, alter or add to this agreement, shall not be binding and shall be of no force or effect, unless reduced to writing and signed by the parties hereto before witnesses.

14 DOMICILIUM

14.1 The parties hereby choose *domicilium citandi et executandi* for the delivery of all notices and/or processes arising here from at the addresses set out by them in the preamble hereto, provided that after the date of occupation, the section shall be the domicilium citandi et executandi of the **PURCHASER**..

15 FIXTURES AND FITTINGS

The **PROPERTY** is sold inclusive of all the finishes as set out in Annexure "B" attached hereto.

16 WARRANTIES

Subject to the provisions hereunder set out, the **PURCHASER** agrees that the **PROPERTY** is sold "voetstoots" to him. The **SELLER** shall not be liable for any defect, latent or patent, except in terms of the hereinafter-mentioned conditions. The **SELLER**, however, gives the following undertakings:

16.1 The **SELLER** shall make good or cause to be made good at the cost of the **SELLER** any leakage in the roof of the building arising from faulty materials or workmanship occurring within TWELVE (12) months after the date of completion, as per the general standards and requirements laid down by the National Home Builders Registration Council (NHBRC).

16.2 The **SELLER** will on date of registration, make available to the **PURCHASER** a five year NHBRC warranty on structural integrity.

- 16.3** The **SELLER** agrees to take such steps as may be necessary to apply for and shall obtain the approval of the scheme and the establishment of a Sectional Title Register and to take all steps necessary to effect transfer of the freehold title of the unit to the **PURCHASER** in the manner provided in the Sectional Title Act,
- 16.4** The **SELLER** undertakes to make available the warranties on the geysers, ovens and hobs to the respective **PURCHASER'S** on registration of transfer.
- 16.5** The **SELLER** reserves the right to make minor alterations, which will not affect the value of the **PROPERTY** negatively, if he so deems fit.

17 BOND FINANCE

- 17.1** The Offer to Purchase shall be subject to the suspensive condition that the **PURCHASER** (or **SELLER** or his agent) is able to have an in principal loan approved upon the security of a First Mortgage bond over the **PROPERTY** for the sum not less than **R**..... (..... **RAND**) at market related Building Society or bank rates and conditions within FOURTEEN (14) days after the date of acceptance of this Agreement (which time may be extended by the **SELLER** at the **SELLER'S** sole option).
- 17.2** By affixing his signature to this offer to purchase the **PURCHASER** also, without detracting from his own obligations in any way whatsoever, irrevocably appoints the **SELLER** and/or its appointed agent to act on his behalf to make application for a loan as described in Clause 18.1 above. In this regard, the **PURCHASER** specifically agrees to sign all documents and do all that is necessary to be done to complete such allocation as may be required by the financial institution to which includes, but not limited to, the disclosures of his banking details, his salary/income and any other credit related details pertaining to his financial affairs. Failure on the **PURCHASER'S** part to cooperate in this respect will specifically entitle the **SELLER** to claim retention and ownership of the **PURCHASER'S** deposit, as being the **SELLER'S** agreed fair and reasonable costs and damages suffered by him as a result of the **PURCHASER'S** failure to perform and he hereby waives, and shall not be

entitled, to claim his deposit. The condition shall be deemed to have been fulfilled if advice is given by the **SELLER**, or the **PURCHASER** in the case where the **SELLER** or his agent applied for the loan on the **PURCHASER'S** behalf, that the loan within the meaning of this clause has been approved in principle by the proposed Mortgage and the advance will be made subject to the availability of the necessary funds to the proposed Mortgagor.

18 ACCELERATION

In the event of any one payment not being paid on due date, then and in that event, the full amount then outstanding will immediately become due and payable.

19 CERTIFICATE

A certificate signed by the **SELLER** (whose qualifications need not be proved) in terms of which the **PURCHASER'S** indebtedness as set out shall, together with this document, constitute prima facie evidence of the **PURCHASER'S** indebtedness unto the **SELLER**, and shall serve as a legal document in any competent court having jurisdiction for the purposes of judgment and/or summary judgment.

20 OBLIGATIONS

Notwithstanding anything contained herein or otherwise, the **SELLER** shall not be obliged to give the **PURCHASER** occupation of the **PROPERTY** or transfer of the property into the name of the **PURCHASER** if any obligation of nature has not been met by the **PURCHASER** in terms of this Agreement.

21 MAGISTRATE'S COURT JURISDICTION

Should any legal action arise from this Agreement, that is, should the **PURCHASER** or the **SELLER** for some reason or another take the matter to Court, then the **PURCHASER** consents to the jurisdiction of the Magistrate's Court to deal with this

matter irrespective of the amounts involved. The consent is made in terms of section 45 of the Magistrate's Court Act as amended.

22 SCHEDULES

All schedules attached hereto form an integral part of this Agreement.

23 PURCHASER'S CAPACITY AND RESPONSIBILITY

Should the **PURCHASER** be:

- 23.1** a married person, the **PURCHASER** warrants that his/her spouse shall forthwith countersign this Agreement where indicated at the foot hereof if needs be, and thereby contractually assist the **PURCHASER** herein as far as may be necessary, if at all. The **PURCHASER'S** spouse shall also sign as surety and co-principal debtor in solidum in respect of the loan referred to under Clause 18, if such signature is required by the Mortgage/s granting the said loan;
- 23.2** a plurality of persons, their obligations arising from this Agreement shall be joint and several;
- 23.3** a company, close corporation, trust or a principal represented herein by an agent or a ward represented by a guardian or tutor; the person signing this offer on behalf of the **PURCHASER** hereby interposes and binds himself as surety for a co-principal debtor with the **PURCHASER** for the due and proper discharge of all the **PURCHASER'S** obligations arising from this Agreement, and further hereby undertakes to sign all documents of surety-ship, co-principal debtor-ship, or otherwise which may be required by any mortgage/s contemplated in this Agreement so as to ensure the fulfillment of any condition/s which this Agreement may be subject;
- 23.4** signing on behalf of a nominee and the nominee fails to accept nomination, and then the signatory hereto binds himself to this Agreement;

23.5 a person in his capacity as trustee for a company or close corporation to be formed, such persons in his personal capacity shall:

23.5.1 until the proposed company or close corporation is formed and **PROPERTY** adopts and ratifies this Agreement be and have the rights and obligations of the **PURCHASER** hereunder, and

23.5.2 bind himself (and by his signature hereto does so) as surety for a co-principal debtor in solidum, jointly and severally, with such company or close corporation in favor of the **SELLER** for all the obligations of such company or close corporations arising here-from; and

23.5.3 sign all documents of surety-ship, co-principal debtors, or otherwise which may be required by any mortgage/s contemplated in this Agreement so as to ensure the fulfillment of any condition/s to which this Agreement may be subject.

24. EXTENSION OF SCHEME (only applicable to phased developments)

It is hereby recorded that the developer has a real right to extend the Scheme pursuant to the provisions of Section 25 of the Sectional Title Act of 1986.

25. PURCHASER ON BEHALF OF A LEGAL ENTITY

Should the **PURCHASER** purchase the **PROPERTY** on behalf of a Close Corporate or Company which at time of signing this Agreement is not yet formed, then such Close Corporation or Company (or Trust) must be registered within 60 (sixty) days from signing of this offer, if not, the **PURCHASER** shall be obliged to take transfer of the **PROPERTY** in his personal capacity and arrange all finance accordingly.

27. OFFER AND ACCEPTANCE

27.1 Should the **PURCHASER** sign this agreement prior to the **SELLER**, then, by his signature hereto, the **PURCHASER** offers to purchase the property for the price and on the terms and conditions herein contained.

- 27.2 On signature by the **SELLER**, or his agent, of this document, a valid contract shall come into full force and effect between the parties, and it shall not be necessary for the **SELLER** to communicate the fact of his acceptance to the **PURCHASER**.
- 27.3 Notwithstanding anything contained in this offer, the **SELLER** may, prior to the registration of the property, withdraw his acceptance of this offer, by written notice to the **PURCHASER** informing him of the withdrawal of his acceptance.
- 27.4 The notice to withdraw the acceptance will be accompanied with an offer to sell the property on terms and conditions which the **PURCHASER** must accept within the period stipulated in the notice to withdraw.

ADDENDUM A - 1

Inspection sheet – Fault list

Inspection done by: _____

Date of Inspection: _____

NB: If inspection list is not returned within 24 hours after taking occupation, we presume that the above mentioned premises are in excellent condition.

Note: On vacation of the premises the steam cleaning of carpets is for the tenants account.

FRONT DOOR & ENTRANCE HALL

Door		
Lock & Keys		
Walls		
Light Fittings		
Light Switches		
Wall Plugs		
Floors		
Windows		
Windows Panes		
Windows catches & strays		

KITCHEN

Door		
Lock & Keys		
Walls		
Light Fittings		
Light Switches		
Wall Plugs		
Floors		
Windows		
Windows Panes		
Windows catches & strays & rails		
Tops & units – cupboards doors/shelves/hinges		
Stove		
Sink & taps		

BATHROOM

Door		
Lock & Keys		
Walls		
Light Fittings		
Light Switches		
Wall Plugs		
Floors		
Windows		
Windows Panes		
Windows catches & strays		
Ceilings		
Bath & taps		
Toilet pan / seat / cistern		
Basin & taps / plug & chain		
Shower – doors / rose / soap dish		
Towel rail & mirror		

TOILET BOTTOM

Door		
Lock & Keys		
Walls		
Light Fittings		
Light Switches		
Wall Plugs		
Floors		
Windows		
Windows Panes		
Windows catches & strays		
Ceilings		
Basin & taps / plug & chain / Soap dish		

BEDROOM 1 (MAIN BEDROOM)

Door		
Lock & Keys		
Walls		
Light Fittings		
Light Switches		

Wall Plugs		
Floors		
Windows		
Windows Panes		
Windows catches & strays / rails		
Ceilings		
Toilet pan / seat / cistern		
Basin & taps / plug & chain		
Shower – doors / rose / soap dish		
Towel rail & mirror / paper holder		

BEDROOM 2

Door		
Lock & Keys		
Walls		
Light Fittings		
Light Switches		
Wall Plugs		
Floors		
Windows		
Windows Panes		
Windows catches & strays / rails		
Ceilings		
Tiles		

BEDROOM 3

Door		
Lock & Keys		
Walls		
Light Fittings		
Light Switches		
Wall Plugs		
Floors		
Windows		
Windows Panes		
Windows catches & strays /		

rails		
Ceilings		
Tiles		

LOUNGE & DINNING ROOM

Door		
Lock & Keys		
Walls		
Light Fittings		
Light Switches		
Wall Plugs		
Floors		
Windows		
Windows Panes		
Windows catches & strays / rails		
Ceilings		
Tiles		

GARDEN, OTHER ROOMS & COMMENTS

ADDENDUM A-2

Procedure for Rental Contracts and Offer to Purchase

1. Agent must show the house to the buyer / tenant
2. If buyer / tenant is interested – OUR OFFICE CONTRACTS must be used – Offer to Purchase / Agreement of Lease. The client and agent complete the contract – ALL information must be completed this include Body Corporate rules.
3. The inspection list – Fault list must be completed with the signing of the contract. This list will form part of the Purchase or Rental contract
4. All payments according to the contract must be paid – Rental Contract – Key deposit & 1st

month rental on date of signing the contract. Offer to Purchase – deposit – 2 days after signature at Attorneys office, if buyer move into house before registration occupational rental must be paid. Only after all payments have been received by the Head Office the agent will be informed and only then will the keys be given to the buyer or tenant. Under NO circumstance will anybody get the keys to the unit if Head Office did not authorize the go-a-head.

5. After the client sign the contract the fault list, body corporate rules and the original contract must come to the Head Office for checking and signature
6. Under NO circumstances will anybody stay in a unit temperately. Rental contract will be signed for no less than 1 year for the unit into which the tenant wants to move in.
7. All dwellings are sold “Voetstoods” the owner will only do minor repairs to units as per the fault list – if the faults listed are within the clause minor repairs.
8. After a rental contract lapses a 1 month grace must be given to the owner to repair any faults as per final inspection sheet. This inspection sheet must be completed on the day the tenant moves out with the tenant and agent and both parties must sign this list. This list must be send to Head Office.
9. Head Office will forward a letter to the current tenant 3 months in advance before the least contract lapses to give the tenant the option for renewal of contract
10. If the tenant accept the renewal the documentation must be signed and send back to Head Office, if the tenant rejects the renewal Head Office will arrange a time and date with the tenant to do a pre-inspection of the unit. This pre-inspection is done to do the planning for repairs ect. and also to document the faults while the tenant is in the house. If the tenant causes damage to the unit Head Office will forward a letter to the tenant notifying them that these damages must be repair before they move out. When the tenant vacates the unit the Final inspection will be done.
11. Head Office will handle the arrangements with any contractor which will be involved with repairs to any unit.
12. All correspondence must be done in writing to tenants / buyers / agents, no telephonic conversations regarding faults, problems ect will be accepted to Head Office.
13. Please note that second hand homes that has been previously occupied, the owner of the house will rectify minor repairs and will submit a quotation on the fault list that was submitted from the agent and tenant / buyer.
14. Clause 9.6 of the Offer to Purchase is only applicable to newly build houses and not previously occupied houses.

AMENDMENT B**CONDUCT RULES****SECTION 35 (2) OF THE SECTIONAL TITLES ACT NO 95 OF 1986****1. INTRODUCTION**

These are the conduct rules of Glenivvy Village and accepted as same by every owner

2. RUFES DISPOSAL

A resident shall:

- (a) deposit all refuse in a sealed bag outside the unit, it will be collected daily
- (b) ensure that refuse, is securely wrapped in standard refuse bags, and in the case of tins or other containers, completely drained

3. VEHICLES

- 3.1 No resident shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon common property, without the consent of the Trustees in writing. Vehicles and residents and their visitors may only be parked on such areas as are specifically demarcated for the purpose.
- 3.2 The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the Trustees consent.
- 3.3 Residents shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the common property or in any way deface the common property.
- 3.4 No resident shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property.
- 3.5 Vehicles may not travel at speeds in excess to 10kl per hour on any portion of the common property.
- 3.6 Residents are responsible to ensure that their visitors park in the correct place and do not cause any obstruction wither in relation to carports or otherwise.
- 3.7 Caravans, boats, trailers and the like may not be parked on the common property without the permission of the Trustees. If permission is granted, caravans will only be permitted to be parked on the common property for a period not exceeding 2 days at any one time.

4. CYCLES

- 4.1 Toys, bicycles, motor cycles, tricycles, roller skates and skate boards ect. may not be left on any portion of the common property or on any portion of the section where it is visible to any resident
- 4.2 The use of soap-box carts, skateboards, roller skates, small plastic motorbikes ect. on the common property is prohibited.

5. SANITARY SERVICES

- 5.1 Unless a specific place has been designated therefore, no rubbish or refuse may be left on any portion of the common property or elsewhere where it will be visible from the common property whether in a container or not, except for collection on such days as

collection is arranged.

- 5.2 Rubbish may not be handled contrary to the regulations of the local authority, for example all glass must be wrapped in a double layer of newspaper etcetera.
- 5.3 Refuse taken directly to the refuse removal area, must be deposited in the container provide.

6. SILENCE

- 6.1 Silence must be maintained between 12h00 to 17h00 on Sundays and between 21h00 to 07h00 daily.
- 6.2 Motor hooters may not be used on the common property or at the gate.
- 6.3 Radios, musical instruments, records players, televisions sets, etcetera must be used in such a manner as not to be heard in adjoining sections or on the common property.

7. GARDENING AND PLANTS

All gardening in respect of the property shall be done by persons authorized by the Trustees unless otherwise specifically agreed.

8. PRIVATE GARDENS

- 8.1 Private gardens must at all times be kept neat.
- 8.2 It is the responsibility of the owners to maintain and keep neat the small gardens at the back of the units.
- 8.3 Garden tools or hoses and other equipment may not be kept in any place they will be in view from other units or any portion of the common property.

9. PARKING AREAS

Parking areas are to be kept clean and free from oil marks.

10. CHILDREN

- 10.1 No games are permissible on areas other than those specifically designated for the purpose.
- 10.2 Residents must supervise their children and the children of their visitors so that no damage or nuisance is caused to the common property or property of other residents. In particular children may not interfere with the post boxes, plants, decorations, name plates, firefighting equipment, exterior lights, entrance gate, intercoms, swimming pool apparatus, etcetera.
- 10.3 Residents shall remain responsible and or liable for the welfare and safety of their children as well as the children of their visitors. The Body Corporate and or Trustees shall not be responsible and or liable for any injuries suffered by any child whilst on communal property, and the Body Corporate and or Trustees are indemnified against any claims for injury to any child whilst on communal property.
- 10.4 Any damage done by any child to any private or communal property shall be the responsibility of the resident responsible for that child.

11. ACTIVITIES ON COMMON PROPERTY

It is important to note that Glenivry village does not have enough space available for entertainment areas, and the residents must accept the limitations caused by this.

- 11.1 No hobbies or other activities may be conducted on the common property if they would cause a nuisance to other residents.
- 11.2 Hobbies and other activities which cause noise are not permitted.
- 11.3 No braais or uses of alcohol are allowed on the common property.
- 11.4 Residents are not allowed to appear in the common area if not fully clothed.
- 11.5 Common courtesy and regards for the rights of others are essential. Residents are responsible for the behavior of their guests.
- 11.6 Undue noise, including radios and record players, and use of profane language in the common area is not permitted.
- 11.7 No resident is allowed to entertain guests in or on any area of the common property including but not limited to the carports, the parking areas, the balconies or the stairs.

12. SERVANTS

- 12.1 Residents must ensure that their servants do not loiter on the common property.
- 12.2 Residents must ensure that their servants do not cause undue noise on the common property or elsewhere.

13. SUNDRY PROVISIONS

- 13.1 Residents shall not litter on the common property and garden areas. Any personal items found discarded on any area of the common property will be thrown away immediately.
- 13.2 The gardeners and cleaners employed by the Body Corporate may not be employed to do any private work for owners during their normal working hours unless specifically authorized by the Trustees.
- 13.3 No firearms, pellets guns or fireworks may be discharged on the property.
- 13.4 No stones or other solid objects may be thrown on the property.
- 13.5 Should any damage of whatsoever nature be caused to the common property by a resident, his family, his tenants, his visitors, his employees, or his pets or those of his family, his tenants or his visitors the resident shall be liable to reimburse the Body Corporate for the cost of repairing such damage. If a resident residing on the property is not the owner of the unit occupied by him, the owner of the property shall be liable to reimburse the Body Corporate for the cost of repairing such damage.

14. PETS

No animals or pets may be kept at Glenivy Village, unless permission is granted from the Body Corporate.

15. VISITORS AND TENANTS

Residents are responsible for the conduct of their visitors and tenants and they must ensure that the rules, whether in terms of the Act or these rules are properly adhered to.

16. BUSINESS ACTIVITIES

No business professions or trades may be conducted on the common property or in a section, except those which are specifically allowed by the local authority to be conducted in a residential Sectional Title Scheme.

17. EXTERIOR

- 17.1 No air-conditioning units which are visible from the outside of any section may be installed, without the express written permission of the trustees.
- 17.2 No decorations may be attached to the exterior of a section nor may the exterior of a section be painted or otherwise treated, unless specifically authorized by the Trustees.
- 17.3 No awnings or exterior burglar proofing may be erected unless prior written approval has been obtained from the Trustees.
- 17.4 No additional external television aerials may be installed.

18. DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

- 18.1 An owner or occupier shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter any part of the common property without first obtaining the written consent of the Trustee's.
- 18.2 Notwithstanding sub-rule (1) an owner or person authorized by him may install:
 - 18.2.1 any locking device, safety gate, burglar bars, or other safety device for the protection of his section
 - 18.2.2 any screen or other device to prevent the entry of any animals or insects.

Provided that the trustees have first approved in writing the nature and design of the device and manner of its installation

- 18.3 Should any damage of whatsoever nature be caused to the common property by an owner, his family, his tenants, his servants, his visitors, private contractors employed by him, or his agents, then the owner shall be liable to reimburse the Body Corporate for the cost of repairing such damage.

19. APPEARANCE FROM THE OUTSIDE

The owner or occupier of a section used for residential purposes shall not install anything on any part of the common property, balconies, patios, hallways, corridors, gardens, awnings or canopies of any description which, in the discretion of the Trustees are aesthetically displeasing or undesirable when viewed from the outside of the section.

20. SIGNS AND NOTICES

- 20.1 No owner or occupier or their agents of a section, used for residential purpose, shall place or distribute any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section without the written consent of the Trustees first having been obtained.
- 20.2 Any boards advertising the sale of a section shall only be permitted on the outside of the security gate while the section is on show for sale.

21. LITTERING

No resident shall deposit, throw, or permit or allow be depositing or throwing on the common property rubbish, including dirt, cigarette butts, builder's rubble, food scraps or any litter whatsoever.

22. LAUNDRY

- 22.1 No resident shall erect his own washing lines nor hang any washing or laundry or any other items on any part of the building or common property so as to be visible from

outside the buildings or from other sections. Any clothing so hung shall be removed immediately.

22.2 Washing hung out to dry in designated areas is at the sole risk of the person doing so.

23. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS.

No resident shall store any material, or do or permit or allow to be done, any other act, in his section or in any of the buildings or on the common property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

24. LETTING OF UNITS

All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy. The onus shall be upon the owner to ensure that a tenant or occupant is aware of and complies with these rules. The owner of the unit shall be liable for any damage caused by the tenant or occupant of his unit.

25. ERADICATION OF PESTS

25.1 An owner or occupier shall keep his section free of cockroaches, sugar ants, white ants, borer and other wood destroying insect and to this end shall permit the Trustees, the Managing agent, and their duly authorized agents or employees, to enter his section from time to time for the purpose of inspecting the section and taking such action as may be reasonable necessary to eradicate any such pests.

25.2 The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

26. IMMORAL BEHAVIOUR

26.1 An owner or occupier shall not enter the building or his section severely intoxicated or under the influence of drugs or with an illegal or immoral intent.

26.2 No owner or resident shall enter the premises of another owner or resident uninvited.

27. COMPENSATION FOR IMPROVEMENTS

An owner shall not be entitled to claim or receive any refund or compensation whatsoever from the Body Corporate for any additions or improvements effected by him to any of the common property unless at the express consent in writing of Body Corporate or at the unanimous decision of the Trustees.

28. LANGUAGE

Any owner occupant, should he / she not speak, read or understand the English language, undertakes to get a translation at his own costs and expense, all the Rules, Agreements or any other documents relevant in connection herewith.

29. ALTERATION OF SECTIONS

29.1 No owner of a section shall, except with the prior written consent of the trustees and in accordance with section 24 of The Sectional Titles Act no 95 of 1986, alter or add to, or permit to be added to or altered, structurally or decoratively, externally or internally, the

- whole or any portion of such section.
- 29.2 An application for permission to carry out any work contemplated in (1) shall be submitted to the Trustees in writing together with plans and shall
- 29.2.1 state the date of commencement and completion of such work
- 29.2.2 contain details of the manner in which the building materials will be conveyed up from, and down to ground level and the volumes of such materials.
- If outside building hoist, or block and tackle gear are to be used, details of the intended equipment are to be submitted to the Trustees and consent obtained prior to installation.
- 29.3 Before the Trustees approve any plans for any work contemplated in (1) the applicant will deposit a sum of money with the managing agents which will not exceed R1 000.00. The Trustees shall at their discretion allocate funds from this deposit to repair damage caused to the common property by the applicants building operations. Where a deposit becomes insufficient the Trustees shall require a further deposit, When the works are completed, the deposit, without interest, less deductions, if any, will be returned to the owner. The rights of the Trustees in terms of this clause shall not derogate from any other legal rights which the Trustees may have.
- 29.4 The Trustees will nominate and agent (“the nominated Trustee”) who will be responsible for day to day dealing with an owner engaged in any work contemplated in (1)
- 29.5 If this rule is infringed in any respect whatsoever and by any persons whosoever, the nominated Trustee is empowered to order the suspension of work until the nominated Trustees is satisfied and assured by the owner that there will be no re-occurrence failing which the Trustees are empowered to apply for a court interdict to stop building work in progress and the costs of such action shall be borne by the owner.
- 29.6 The owner shall ensure that:
- 29.6.1 the building contractor employs a full-time, responsible foreman on the site during all the permissible times and that no work may proceed if he absents himself even temporarily.
- 29.6.2 PVC dust sheets are fitted to any exposed part of the section being altered so that no dust escapes from the section. Any dirt or dust that may dirty common property in spite of these protective measures must be cleaned up immediately.
- 29.7 No building may remain on any part of the common property after the end of the day and all dust and rubble must be completely removed at the end of each working day. During the day building materials may only be stored in areas designated by the nominated Trustees.
- 29.8 Any damage to neighboring sections or to common property must be made good immediately and failing this, the nominated Trustee may require that all building operations cease until he is satisfied that the damage has been repaired.
- 29.9 It shall be the applicant’s responsibility to note and bring to the attention of the nominated Trustee any damage existing before commencing operations and for which he accordingly will not be responsible.
- 29.10 Any alterations, construction or any other such like work may not be carried out except during the hours from Monday to Friday 08h00 to 17h00 and all such activities are prohibited on Saturdays, Sundays, and public holidays. Emergency repairs may be affected outside these hours if sanctioned by the Trustees.
- 29.11 All work, but particularly plumbing and electrical work done by an owner or occupier on any section shall be done only by suitably licensed or registered workman and contractors.

30. GENERAL

30.1 An Owner shall not:

30.1.1 Use his section or permit his section to be used for any purpose which is injurious to the reputation of the building.

30.1.2 Allow his unit to be occupied by more occupiers than the total amount of people equalling the amount of bedrooms in his unit times 2 (4 people in a two bedroom apartment, and 6 people in a three bedroom apartment)

30.1.3 Keep or do anything on the common property after having been served with notice in that regard by the Trustees.

30.1.4 Deny the Trustees access to any section for the purpose of inspection.

30.2 When the purpose, for which a section is intended to be used, is shown expressly or by necessary implication on or by the registered sectional plan, an owner shall not use or permit his section to be used for any other purpose.

30.3 No duty shall be placed upon any owner in regard to the provision of any improvement on or to the common property unless a proposal to make such improvement has been approved by a special resolution at a general meeting of the owners of sections.

30.4 Should the caretaker or manager be requested to give access to any section by any owner or occupier such instruction shall be at their sole risk.

30.5 Under no circumstances may residents tamper with or have work done on the electrical apparatus which serves the common property. Any electrical faults detected on the common property must be reported to the manager/caretaker

31. ENFORCEMENT OF RULES

31.1 Any breach of these rules shall be dealt with in the manner provided in Annexure "A" of these rules.

31.2 Any breach by a tenant or occupier shall be deemed to be a breach by an owner of the unit occupied by that tenant or occupier.

Annexure "A"

- A. Any breach of the conduct rules, or any conduct detrimental or prejudicial to the interest of the Body Corporate or unbecoming a member thereof shall be notified to the Trustees in writing, which notification shall contain full details of the alleged breach of conduct and be signed by the person making same.
- B. On receipt of the aforesaid notification the Trustees shall forthwith dispatch a copy thereof to the person against whom the complaint has been made (the alleged offender hereinafter) and advise him of a time, date and place at which the complaint shall be adjudicated upon. The Trustees shall similarly notify the complainant of such time, date and place.

- C. At the appointed time date and place a quorum of not less than 3 Trustees or 70% of the Trustees, whichever is the lesser shall enquire into and investigate the complaint, and shall have the power to call before them and examine any member of the Body Corporate, any resident, guest, invite or any other person who may be able to give evidence of assistance to the Trustees in arriving at a decision. The Trustees shall also have the power and be entitled to appoint an attorney to act on behalf of the Body Corporate.
- D. If after due delivery and providing that an application for an adjournment or remand has not been submitted by the alleged offender in writing and duly served upon the Trustees, the alleged offender in writing and duly served upon the Trustees, the alleged offender fails or refuses to attend the adjudication the Trustees shall be empowered to adjudicate in the alleged offenders absence, and with his participation.
- E. The alleged offender shall have the right to call evidence in support of his contentions and in defence to the complaint against him and he, the complainant, and any person giving evidence at the enquiry shall have the right to be legally represented, providing only that this shall be done at their cost and not that of the Body Corporate or the Trustees.
- F. After hearing all the evidence considered necessary by them, the Trustees shall give such decision/s as appears to the majority of them to be just and equitable and may decide to take no action or to caution or reprimand the alleged offender or to impose a pecuniary penalty in the sum not exceeding R1000.00 (one thousand rands). Such pecuniary penalty shall be paid into the coffers of the Body Corporate. Notwithstanding the above, the Trustees may suspend such pecuniary penalty in total or in part, may require the alleged offender to lodge a pecuniary bond or pledge which shall be repayable without interest after a period specified by the Trustees, which pledge shall be considered to be a "binding over to keep the peace" as practiced in South African Criminal Law. Nothing shall prevent the Trustees, should the facts so warrant it from binding both alleged offender and complainant over to keep the peace.
- G. If the Trustees decided to impose a pecuniary penalty the fact thereof and the amount of the penalty shall be certified in writing to the Chairman of the Trustees and delivered to the alleged offender who shall, subject to the right of appeal hereinafter set out, be obliged to pay to the Body Corporate the amount of the penalty therein prescribed within a period of 28 (twenty eight) days of receipt of such certificate.
- H. The Trustees shall forthwith inform all members of the Body Corporate in writing of the outcome of the inquiry and the amount of the penalty imposed, if any, but failure to do so shall not invalidate the inquiry, the verdict and the imposition of the penalty or any further legal rights subsequent to this.
- I. The alleged offender and any other member of the Body Corporate shall have the right to appeal to an extraordinary general meeting of the Body Corporate. Such appeal shall be lodged in writing with the Chairman of the Board of Trustees within 21 (twenty one) days of the date of the decision, failing which the right of appeal shall lapse. The notice of appeal shall be signed by the appellant and specify the grounds of appeal. Until expiry of the period of 21 (twenty one) days aforesaid any consequences arising from the verdict and sentence shall be deemed to be suspended.
- J. Upon timeous receipt of a duly completed notice of appeal, such consequences shall likewise be suspended until the determination of the appeal and the Chairman of the Trustees shall, within 21 (twenty one) days after receipt of the notice of appeal convene an extraordinary general meeting of the

Body Corporate for the purpose of hearing the appeal. The provisions contained in Annexure 8 of the Sectional Titles Act No 95 of 1986, relating to the convening and conduct of meetings shall prevail.

- K. At the extraordinary general meeting the provision of C; D; E; F; G shall apply mutatis mutandis. An appeal shall be decided by an ordinary majority of the members present at the extraordinary general meeting who shall have absolute discretion and whose decision shall be binding on the alleged offender and all members of the body Corporate.
- L. On appeal the decision of the Trustees may be confirmed, set aside or otherwise varied as the Body Corporate may determine. If the appeal is dismissed any penalty imposed by the Trustees and or Body Corporate shall be paid to the appellant within 7 (seven) days of the date of such dismissal.
- M. No member of the Body Corporate or a Trustee shall be entitled to adjudicate or vote on any matter in which he was the initial "alleged offender".
- N. Nothing in the Rules or in Annexure "A" shall be considered as removing the rights of the Trustees to remand or adjourn an inquiry, provided that it is in the interest of justice and equity.
- O. A written record of the initial inquiry and appeal may be kept by the Chairman of the Trustees or his delegated deputy. Should such written record by kept it shall be deemed absolutely to be a correct and accurate transcript of all proceedings.

PURCHASER/S AND/OR SPOUSE

THUS DONE AND SIGNED BY THE PURCHASER at _____ on _____ in the year **20**_____.

AS WITNESSES:

1. _____
_____ duly authorized **PURCHASER**

2. _____
_____ assisted by purchaser's **SPOUSE**

SELLER/S AND/OR SPOUSE

THUS DONE AND SIGNED BY THE SELLER at _____ **ON** _____ in the year **20**_____.

AS WITNESSES:

1. _____
_____ duly authorized **SELLER**

2. _____

SIGNED by the Builder – LIGHT-UP ELECTRICAL WHOLESALERS t/a
LIGHT-UP ELECTRICAL WHOLESALERS
NHBRC Registration Number: 12259
Herein represented by LOURENS ANDRIES CILLIERS
Duly authorized thereto by a resolution

THUS DONE AND SIGNED BY THE BUILDER at RUSTENBURG on this _____ day of
_____ 2011

AS WITNESSES:

1. _____
_____ duly authorized BUILDER – LIGHT-UP
ELECTRICAL WHOLESALERS

2. _____