

# TURNKEY DEED OF SALE



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## TURNKEY

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### SCHEDULE

#### 1. THE SELLER:

Name or Description: ASRIN PROPERTY DEVELOPERS (PTY) LTD

Registration Number: 2021/663509/07

(Hereinafter called the "**Seller**")

#### 2. DETAILS OF PURCHASER/S:

Name or Description: \_\_\_\_\_

ID Number / Registration Number: \_\_\_\_\_

Marital Status of Purchaser:

2.1 Unmarried: \_\_\_\_\_ 2.2 Divorced: \_\_\_\_\_

2.3 Widow/Widower: \_\_\_\_\_

2.4 Married IN community of property to:

\_\_\_\_\_

ID No: \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_

2.5 Married OUT of community of property to:

\_\_\_\_\_

ID No: \_\_\_\_\_ Joint Purchase: Yes / No

Date: \_\_\_\_\_ Place: \_\_\_\_\_

Of (address)

Physical: \_\_\_\_\_

\_\_\_\_\_

Postal: \_\_\_\_\_

\_\_\_\_\_

Tel (h) \_\_\_\_\_ (w) \_\_\_\_\_  
(cell) \_\_\_\_\_

E-mail: \_\_\_\_\_

Employer and address: \_\_\_\_\_

\_\_\_\_\_

Income Tax number/s \_\_\_\_\_

(Hereinafter called the "**Purchaser/s**")

**3. WHO PURCHASES THE FOLLOWING PROPERTY:**

**IT IS RECORDED THAT THE PROPERTY HEREBY SOLD IN THE DEVELOPMENT KNOWN AS STELLENDALE TWO IS A PORTION OF REMAINDER FARM 1478 STELLENBOSCH SITUATED IN THE CITY OF CAPE TOWN, DIVISION OF STELLENBOSCH, PROVINCE OF THE WESTERN CAPE, AS MORE FULLY INDICATED ON THE SUBDIVISION PLAN ATTACHED HERETO AS ANNEXURE "A" BEING:**

Erf Number	_____ Stellenbosch, in the City of Cape Town, Division of Stellenbosch, Province of the Western Cape
Extent	_____ square meters
Estimated Transfer Date	Within 9 months after Completion of the dwelling
Estimated Completion Date	Within ____ months after construction commenced

#### 4. PURCHASE PRICE:

R\_\_\_\_\_ which amount is inclusive of VAT (Hereinafter called the "**Purchase Price**"), which Purchase Price is payable as follows:

- 4.1 Deposit of R 10 000, 00 (ten thousand rand) of the Purchase Price, payable on signature of this Agreement by the Purchaser.
- 4.2 Before an Offer to Purchase is accepted by the Seller the following conditions must be met by Purchaser:
  - 4.2.1 The deposit sum must be paid on signature hereof;
  - 4.2.2 FICA documents must be supplied with this Agreement;
  - 4.2.3 All annexures and the Offer to Purchase must be signed by the Purchaser.

Upon the above conditions being met, this Offer to Purchase will be accepted by the Seller, and the Purchaser shall proceed with a bond application within 7 (seven) days of signature hereof in respect of the purchase of the Property.

- 4.3 The balance of the Purchase Price to be secured by a Mortgage Bond in the amount of R\_\_\_\_\_. Once the Mortgage Bond is issued by the bank, this Agreement shall become unconditional. The Mortgage Bond shall be from a Bank or Financial institution and/or the cash in the amount of R\_\_\_\_\_ payable against registration of transfer of the Property to the Purchaser ("**Registration**") at Cape Town free of exchange **to be secured by way of a Bank or acceptable guarantee as approved by the Conveyancers being CHRISTO MARAIS ATTORNEYS & CONVEYANCERS, Doornbosch Homestead, Stellenbosch ("Conveyancers") within 30 (thirty) days of signature of this agreement.**
- 4.4 The deposit is refundable if the loan/ bond application is not approved.
- 4.5 If the Purchaser receives a lower offer from the bank in respect of the bond application applied for, the Purchaser shall accept the granted sum and shall be liable for the shortfall and such shortfall shall be paid by the Purchaser within 7 (seven) calendar days from the date that the bond is granted or such date as

agreed by the Seller, failing which the sale agreement shall lapse and be of no further force or effect.

- 4.6 In the event the Purchaser takes occupation of the property prior to registration (on the terms as set out in clause 6 of the Conditions of this agreement), from the date of such occupation ("**Occupation Date**") –
- 4.6.1 Monthly occupational rental will be payable by the Purchaser from the Occupation Date to date of Registration in the amount of one 1% (one percent) of the Purchase Price, per month in advance; and
- 4.6.2 In addition to the occupational rental the Purchaser will be liable to pay all expenses relating to water and electricity consumption from date of occupation.
- 4.7 Estimated monthly levies payable by the Purchaser from Occupation Date has to be established before the Occupation Date.

**5. SELLING AGENT:** \_\_\_\_\_

this Schedule together with the Conditions below and all annexures constitute the deed of sale in respect of this property ("**the Agreement**").

## **CONDITIONS**

### **1. PREAMBLE**

- 1.1 The Seller is the owner of the property known as Remainder Farm 1478 Stellenbosch and hereby undertakes to erect the dwelling in accordance with the building plans prepared by the Architect, copies of extracts from which plans constitute Annexure "**B**" hereto, and specifications, copies of which constitute Annexure "**C**" hereto, on the property described in the Schedule clause 3 above.
- 1.2 The Seller has obtained approval for the subdivision of Remainder Farm 1478 Stellenbosch.
- 1.3 The Seller has agreed to sell, and the Purchaser has agreed to purchase the property described subject to the fulfillment of the conditions precedent recorded in this agreement.

## 2. INTERPRETATION

2.1 In this Agreement, unless inconsistent with the context:

2.1.1 The words and phrases used and or defined shall have the meaning assigned to them therein:

2.1.2 **“Direct Marketing”** means to approach a person, either in person or by mail or electronic communication, for the direct or indirect purpose of—

(a) promoting or offering to supply, in the ordinary course of business, any goods or services to the person; or

(b) requesting the person to make a donation of any kind for any reason.

2.1.3 **“The Development”** shall mean the residential estate established on Stellendale Two.

2.1.4 **“The Dwelling”** means the residential house and out-buildings constructed by the Seller on the property for and on behalf of the Purchaser as envisaged herein.

2.1.5 **The “Architects”** shall mean I Jacobs and Associates, Suite 4 Vine Park, Vine Road, Woodstock, Tel: 021 448 6580.

2.1.6 **The “land surveyor”** shall mean such land surveyor as may be appointed by the Seller for the purposes of this agreement.

2.1.7 **The “homeowners’ association”** shall mean the homeowners’ association established in terms of section 29 of the Land Use Ordinance 1985 or any statutory re-enactment or amendment thereof.

2.1.8 **The “homeowners’ constitution”** shall mean the constitution adopted for the homeowners’ association as annexed hereto.

2.1.9 **The “effective date”** shall be the date upon which this Agreement is signed by the Seller.

2.1.10 Words importing the singular shall include the plural and vice versa and words importing one gender shall include other genders and words importing natural persons shall include juristic persons, partnerships, companies and vice versa.

2.1.11 The head notes to the paragraphs to this agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to

which they relate.

- 2.1.12 Reference to a natural person shall include a reference to a homeowners' association and vice versa.
- 2.1.13. "**Bond originator**" means Betterbond, Email: Jenny.Rushin@betterbond.co.za / Nicole.Adams@betterbond.co.za.
- 2.1.14 "**Transfer fees**" means costs of transfer and expenses charged by the Transfer Attorneys.
- 2.1.15 "**Letters of completions**" is defined as happy letters pertaining to practical completion (date of occupation) and final completion.
- 2.1.16 "**Occupational Certificate**" means the certificate issued by the Local Authority that the property is fit for occupation in terms of the conditions of Subdivision.
- 2.1.17 "**Principal Building Contractor**" on instructions of the Seller/ Developer: Asrin Property Developers (Pty) Ltd, Registration Number 2021/663509/07.
- 2.1.18 "**Registration**" means the action or process of registering a property or of being registered in the Deeds Office.
- 2.1.19 "**The Sales Agent**" means as described in the Schedule Clause 5 above.
- 2.1.20 "**The provisions**" of the Schedule are specifically incorporated in this Agreement.
- 2.1.21 "**This Agreement**" contains the whole agreement between the parties relative to the subject matter hereof and there are no other conditions, stipulations, warranties or representations which are binding to the parties' other than those recorded herein. No agreement to cancel this Agreement, whether in whole or in part nor any variation of or addition to the provisions hereof, nor any waiver by either party, of any of their rights hereunder, and in particular, without in any way limiting the generality of the foregoing of their rights in terms of this paragraph, shall be of any force and effect unless reduced to writing and signed by the parties hereto.
- 2.1.22 Any condemnations of any breach of any of the provisions hereof or any other act of relaxation, indulgence or grace on the part of the Seller shall not in any way constitute as, nor be deemed, a waiver by the Seller of any rights under this agreement, nor be construed as a novation hereof, nor shall it in any way stop the Seller from exercising any rights under this agreement or in law.

### **3. SALE OF THE PROPERTY**

3.1 The Seller hereby sells and the Purchaser hereby purchases the property and the Dwelling :-

3.1.1 in accordance with the terms set out in the Schedule appearing at the commencement of this agreement;

3.1.2 **subject to and upon the conditions of sale, contained in this agreement and which the Purchaser acknowledges having read the contents of which is fully understood and agreed upon by the Purchaser; and**

3.1.3 in accordance with the proposed plan of subdivision (A) and the dwelling layout & elevation (B), specifications (C), finishing schedule (D) and request for Extra's (E) annexed to this agreement. Also, in accordance with the homeowners' association constitution, which the purchaser declares that he has familiarized himself with and understands.

### **4. PURCHASE PRICE AND PAYMENT**

4.1 The Purchase Price of the property shall be the amount set out in clause 4 of the Schedule and shall be paid by the Purchaser as indicated.

4.2 Notwithstanding anything to the contrary herein contained, in as much as the Purchase Price is the VAT inclusive price determined at the current rate of 15% (fifteen percent), in the event of the rate at which VAT is charged being amended after the date of signature hereof by the Purchaser and before the property is registered into the name of the Purchaser, to the effect that the amended rate will apply to this transaction, then the Purchase Price will be adjusted accordingly, the intention being that the Seller shall receive and retain the same amount after payment of VAT regardless of the rate at which VAT is payable.

4.3 The Purchase Price does not include any extras or changes to the finishes, the cost whereof is payable in cash, within 7 (seven) days after the Purchaser has chosen the said finishes and a finishing schedule will be signed by all parties to this effect.

### **5. PLACE OF PAYMENT**

All payments to be made by the Purchaser to the Seller in terms of this Agreement shall be made without deduction or demand and free of exchange,



to the Conveyancers, being **CHRISTO MARAIS ATTORNEYS & CONVEYANCERS**, Doornbosch Homestead, Stellenbosch.

Trust Account details: CHRISTO MARAIS ATTORNEYS  
Standard Bank Stellenbosch  
Branch code: 050 610  
Account number:072-250-623  
Email proof to: [lelane@cmattorneys.co.za](mailto:lelane@cmattorneys.co.za)  
Reference: Erf no... Stellendale.

## 6. ANTICIPATED OCCUPATION DATE

- 6.1 The Purchaser shall be entitled to occupation of the property prior to Registration upon written notification issued by the Seller to this effect which date shall not be earlier than the issue of the Practical Completion Certificate and the Occupational Certificate (on terms acceptable to the Seller ("**Completion**")), but subject to the other provisions of this clause and this Agreement.
- 6.2 The Seller, or his agent, shall notify the Purchaser in writing at least 30 (thirty) days in advance if the completion/Occupation Date is going to be postponed, or be earlier, and what the new date will be.
- 6.3 Any dispute as to whether or not the property is ready for Occupation as aforesaid shall be referred to the Architect who, acting as an expert and not an arbitrator, shall determine such dispute, his decision in this regard being final and binding on the parties.

## 7. BUILDING NOT YET ERECTED AND TITLE CONDITIONS

- 7.1 It is recorded that the building/s is/are presently in the course of construction, or have been constructed or may not yet have been erected. As a consequence thereof, the extent of the property may vary, provided such variation shall not exceed 5% (five percent) of the extent referred to above. Measuring is in accordance with the SAPOA guidelines.
- 7.2 The Seller shall be entitled to vary the Plans and/or specifications for the Buildings to such extent as may, in the Sellers opinion, be reasonably necessary to:
- 7.2.1 Meet any requirement by the relevant authority;
  - 7.2.2 Meet any special features of the Property;
  - 7.2.3 Meet any special impediments such as water, sewer, or electrical lines either above or underground, or any rock or soil condition; aesthetics of the buildings

- which the Seller considers to be appropriate or which may not be readily available at the time due to shortage in the supply of such materials, finishes or fittings, without, however, detracting from the quality of the buildings and/or the Property.
- 7.3 The commencement of this Development is subject to the Developer securing development finance to its satisfaction, also complying with all pre – registration and / or disbursement conditions of the Financial Institution.
- 7.4 The property is sold:-
- 7.4.1 the Seller gives no warranties, express or implied, as to patent or latent defects except as per clause 11;
- 7.4.2 subject to all existing conditions of title, all and any other conditions, title restrictions and servitudes benefiting or burdening the property and the Dwelling imposed by any competent authority including all conditions imposed by any relevant competent authority in approving the subdivision plan.
- 7.5 The Seller gives no warranty in respect of the boundaries and renounces all claims to any excess and will not be answerable to any deficiency in the final surveyed extent of the property, subject to the provisions of clause 7.1 above.
- 7.6 It is specifically recorded that the finishes to the dwelling are not necessarily the same as those stipulated in the finishes schedule, but will be of the same standard and quality. No extras or changes to the finishes will be entertained by the Developer/ Seller once the Purchaser has chosen the finishes.
- 7.7 If the completion of the property is delayed as a result of a force majeure or any other cause beyond the control of the Seller, then the Seller shall be entitled to a fair extension of time for completion of the Dwelling and the Purchaser shall not for that reason have any claim against the Seller, whether for damages or otherwise.
- 7.8 The Seller and Purchaser will communicate during the construction period. The Purchaser will notify the Seller in writing of any problems or inadequate quality in the building process before completion of the construction and the Seller will respond to the satisfaction of the Purchaser. It is further a term of this Agreement that the Purchaser or bank/financial institution referred to in clause 4.3 of the Schedule above, will at least inspect the building and construction of the Dwelling 3 (three) times before Completion, and with every visit give written comment on the works to the Dwelling to the Seller.
- 7.9 The Purchaser will have the opportunity to inspect the Dwelling after practical completion, and he will then snag the Dwelling after which the snags will be rectified, and the Purchaser will sign off that the snags have been rectified.

## 8. OCCUPATIONAL RENTAL

- 8.1 From the Occupational Date until Registration of the property into the name of the Purchaser, the Purchaser shall pay Occupational rent to the Seller in the amount set out as set out in clause 4.6.1 of the Schedule above, which Occupational rent shall be paid monthly in advance from the Occupation Date to Registration aforesaid and pro rata in respect of any portion of a month.
- 8.2 It is recorded that the Occupational rent has been determined on the basis of the parties understanding that VAT is not payable in respect thereof. Accordingly, if it is found to the contrary, VAT shall be added to each payment thereof and paid to the Seller by the Purchaser at the rate then applicable.

## 9. HOMEOWNERS' ASSOCIATION

- 9.1 It is recorded that a homeowners' association is established for the benefit of all owners of erven within the development and to control and maintain security, internal roads, services amenities and landscaping within the development, as provided for in the constitution.
- 9.2 The Purchaser shall become a member of the homeowners' association against transfer of the property and agrees to remain a member as long as the Purchaser is the registered owner thereof.
- 9.3 The Purchaser acknowledges that he shall be liable for the payment of levies to the homeowners' association, the estimated levy being as per the Schedule.
- 9.4 It is recorded that the Purchaser has familiarised himself with, and understands the contents of the "Constitution of the Stellendale Two Homeowners' Association", "The Code of Conduct" and the "Building & Environmental Guidelines". The Purchaser acknowledges that he had access thereto.**
- 9.5 The Purchaser acknowledges and agrees that he will automatically become a member of the existing Stellendale Master Home Owners Association upon taking transfer of the property. This requirement will be binding on the Purchaser and his successors in title and shall be included in the title deed of each erf.

- 9.6 The Purchaser acknowledges and agrees that he will also become a member of the Stellendale Two Master Property Owners Association of the greater Stellendale Two Scheme, if needs be/if required.
- 9.7 The Seller shall register a title deed condition against the property in terms of which the property shall not be transferred without the written consent of the Stellendale Two Homeowners' Association in terms of its Constitution.

**10. SPECIAL PROVISIONS PRIOR TO ESTABLISHMENT OF THE HOMEOWNERS' ASSOCIATION AND/OR TRANSFER**

Pending the establishment of a Homeowners' Association and transfer of the Dwelling, the following shall apply:

**10.1 THE PURCHASER**

- 10.1.1 Shall not be entitled to make any structural alterations or additions to the Dwelling.
- 10.1.2 Shall be obliged to maintain the Dwelling in a fit and proper condition and properly painted and shall also maintain the geyser located in the Dwelling.
- 10.1.3 Shall not be entitled to divide the Dwelling for the purposes of selling, donating or in any other manner alienating or disposing of the Purchaser's rights of occupancy.
- 10.1.4 Shall not in any manner alienate its rights to the Dwelling, unless he has furnished guarantees by a third party to the Seller for the full Purchase Price.
- 10.1.5 Shall not use the Dwelling or the out-buildings in such manner as to cause any damage to the other Dwellings in the development and/or on the Property.
- 10.1.6 Shall be entitled to use the property only as a dwelling for residential purposes.
- 10.1.7 May use and enjoy the out-buildings but shall do so in such a manner so as not to interfere with the use and enjoyment thereof by other Dwelling holders or other persons lawfully upon the Property.
- 10.2 Notwithstanding anything to the contrary contained in this Agreement, the risk in the Dwelling shall pass to the Purchaser upon Occupation Date.

## **11. WARRANTY**

**In the event of there being any defects in the Dwelling not covered by the NHBRC Standard Home Builders Warranty and in the event of the Purchaser notifying the Seller thereof in writing within 30 (thirty) days of the Occupation Date or Registration Date (whichever occurs first), then the Seller shall remedy such defects at its own expense within a reasonable time. Such warranties are valid for a period of only 6 (six) months from Occupation Date, Completion Date or Registration date (whichever is applicable). In the event of the Purchaser failing to notify the Seller timeously of any defects as herein before provided, the Purchaser shall have no further claim against the Seller and indemnifies the Seller in this regard.** Furthermore, notwithstanding anything previously provided, the Seller shall under no circumstances be responsible for damage and/or loss caused by wear and tear, misuse, neglect, negligence, abuse or accidental damages caused by the Purchaser.

- 11.1 The property is purchased subject to all conditions and servitudes, whether imposed by the local authority in terms of the sale of the property to the Seller's predecessor in title, contained in the title deeds and the rules of the development, and the Purchaser acknowledges having made itself fully acquainted with the Dwelling, its nature, situation and extent, the Plan, the Specifications, the said Rules of the development and all other relevant documents.
- 11.2 The Seller acknowledges that a Standard Home Builders Warranty in accordance with legislation and the rules and practice of the National Home Builders Registration Council (NHBRC) shall apply to the improvements of the property.
- 11.3 The Purchaser will be furnished with the Electrical Compliance Certificate per the Occupational Health and Safety Act 1993 and copies of the occupation certificates. He will also be furnished with a Plumbing Certificate.

## **12. TRANSFER**

- 12.1 Notwithstanding anything to the contrary herein, Transfer shall not be passed to the Purchaser until such time as the total Purchase Price and all other amounts for which the Purchaser may be liable in terms thereof to the date of Transfer have been paid and/or payment thereof has been secured as herein provided.
- 12.2 The parties agree that the Transfer of the Property shall be effected by Christo Marais Attorneys & Conveyancers, Stellenbosch.

- 12.3 It is recorded that the Seller will be unable to effect Transfer of the Property into the name of the Purchaser until services and roads in the development have been completed to the satisfaction of the competent authorities or the appropriate guarantees have been provided in respect thereof or the Seller has made such other arrangements in respect of the installation of such services as may be acceptable to the competent authority, and until all suspensive conditions have been fulfilled and further that it is the intention to effect transfer as soon as possible thereafter.

### **13. TRANSFER AND BOND REGISTRATION COSTS**

The **Transfer Fee and Expenses on the Purchase Price is payable by the Seller**. Should the Agreement be cancelled due to the Purchaser's breach, wasted costs shall be payable by the Purchaser. Any costs relating to the registration of the mortgage bond, including bank charges, will be borne by the Purchaser. The Purchaser instructs and appoints **BAWA ABRAHAMS in Cape Town** to register the bond over this property. Wasted costs will be deducted from any amounts paid by the Purchaser immediately upon such cancellation and the Purchaser instructs the aforementioned attorneys to deduct such wasted costs.

### **14. BREACH**

- 14.1 In the event of any payments in respect of the Purchase Price, Occupational rental payable under clause 4.6.1 of the Schedule, or other charges or payments for which the Purchaser is liable hereunder, or any obligation imposed on the Purchaser hereunder, remaining unpaid or unfulfilled, for a period of 7 (seven) days after notice in writing has been given by or on behalf of the Seller, the Seller shall, at its election and without prejudice to any other rights which it may have in terms hereof or at law, have the right, either to enforce this Agreement or alternatively to declare the sale cancelled.
- 14.2 The Purchaser shall comply with the Banks minimum conditions in signing necessary Letters of Completion upon written request by the sellers Conveyancers.
- 14.3 In the event of the Seller cancelling the sale as aforesaid, any amount or amounts paid to the Seller or the Conveyancers (including any amount paid in trust) shall be retained in Christo Marais Attorney's Trust account pending the Seller proving any liquidated damages. In the event of such damages being proven such amount shall be forfeited to and retained by the Seller. Alternatively, if the Seller so elects, it may recover any damages incurred as a result of such cancellation including any losses, interest and expenses on a

resale (whether by public auction or private treaty), to a maximum of 10% (ten percent) of the purchase price, in which case the amount or amounts paid to the Seller or the Conveyancers as aforesaid (including any amount paid in trust) may be retained by the Seller by way of set off or partial set off against the damages proved by the Seller.

## **15. JURISDICTION**

- 15.1 For the purpose of all or any legal proceedings herein the parties hereby consent to the jurisdiction of the Magistrates Court under Section 18 of the Magistrates Court Act of 1944 as amended. Notwithstanding the foregoing, the Seller shall have the right at the Seller's sole option and discretion to institute proceedings in any other competent Court which might otherwise have jurisdiction.
- 15.2 The Purchaser agrees that, in the event of the Seller instructing its attorneys and/or taking legal proceedings against the Purchaser pursuant to a failure by the Purchaser to fulfil any of its obligations in terms hereof, then the Purchaser shall pay legal costs plus VAT incurred by the Seller in connection therewith as between attorney and own client, including collection commissions at the rate as agreed between the Seller and its attorney, notwithstanding that formal proceedings may not have been instituted.
- 15.3 The Parties choose the addresses entered in this agreement as their respective domicilium citandi et executandis for the purposes of any legal proceedings, and legal notices, summonses and warrants.

## **16. JOINT AND SEVERAL LIABILITY**

Should this Agreement be signed by more than 1 (one) person as Purchaser, the obligations of all the said signatories shall be joint and several.

## **17. PURCHASE ON BEHALF OF THIRD PARTY OR NOMINEE**

If this Agreement is entered into by the signatory with a proviso to nominate a third party or as purchaser on behalf of a company, close corporation, trust or other person then:

- 17.1 the said signatory, by his signature hereto warrants his authority to do so and binds himself in favour of the Seller as surety and co-principal debtor, under renunciation of the benefits of division, excursion and cession of action, for the due performance of all the obligations of the said company, close corporation,

trust or other person or nominee in terms of or arising out of this Agreement or any cancellation hereof, and shall be substituted as Purchaser at the option of the Seller.

- 17.2 Any nomination referred to above must be effected and accepted on the same day of the signing of this Agreement with the proviso that any legal entity so nominated must have been registered or created prior to such nomination.

**18. PURCHASE ON BEHALF OF COMPANY / CLOSE CORPORATION TO BE FORMED**

In the event of the signatory having purchased in the capacity as a Trustee for a Company or Close Corporation in the process of formation or to be formed:

- 18.1 The signatory, by his signature hereof, binds himself as Surety and Co-principal debtor in favour of the Seller for all the obligations of the person to whom transfer is to be passed, waiving the benefits of division and excursion, and cession of action and should the sale to such Company or Close Corporation be cancelled or should the sale fail to be ratified within 10 (ten) days after registration of the Company or Close Corporation (where applicable) or lapse for any reason, the signatory shall be substituted as Purchaser at the option of the Seller.
- 18.2 The registration of the Company or Close Corporation (where applicable) shall be effected within 60 (sixty) days of signature hereof failing which the signatory shall be substituted as Purchaser herein.

**19. CONDITIONS PRECEDENT**

This Agreement is subject to the suspensive conditions that: -

- 19.1 The Purchaser raises and receives a final approval for a loan from a financial institution, upon its usual terms and conditions, in the amount referred to above, within 30 (thirty) days after the date of signature of this Agreement by the Seller.
- 19.1.1 The Purchaser hereby undertakes to do all things and sign all such documents as may be necessary and/or requisite in order to apply for and procure the grant of the said loan from the financial institution and to furnish written proof to the Seller of the granting or refusal thereof and his acceptance thereof.
- 19.1.2 The said period mentioned in 19.1 may at the option of the Seller be automatically extended by the Seller for a further period of up to 40 (forty)



days and no notification by the Seller to the Purchaser will be required.

19.1.3 This suspensive condition shall be deemed to have been fulfilled as soon as the Purchaser or its agent has received confirmation that the loan in question has been approved by the financial institution irrespective of any loan agreement between the Purchaser and the institution and regardless of any conditions imposed by the institution in granting such loan.

19.1.4 In the event of the said loan not being granted within the prescribed period or the extension thereof granted as set out in 19.1.2, then the Seller shall be entitled to require the Purchaser to provide written proof of the loan not being approved, the waiver of this condition, within 7 (seven) days of delivery of written notice to this effect addressed to the Purchaser. Should the Purchaser fail to provide such proof of waiver timeously, this sale shall be null and void and be of no force or effect.

19.1.5 The Parties hereby appoint the bond originator stipulated in clause 2.1.13 in respect of the loan referred to in this clause 19.

19.2 This sale is also subject to any changes or alterations in the subdivision conditions imposed by any authority on the development, and the Developer is entitled to implement any such changes on the development and/or building plans and/or layout configuration at its own discretion.

**19.3 For the purpose of obtaining the loan (if any) the Purchaser hereby authorises such persons or institutions appointed by the Seller as bond originators to submit a loan application on the Purchaser's behalf to any financial institution, and agrees and undertakes to furnish the bond originator with any such information or document, and to sign all such documents which is/are required or necessary for the purposes of such loan.**

**19.4 Should the Seller not obtain at least 70% (seventy percent) unconditional confirmed Agreements of Sale in respect of the proposed development, it reserves the right to not proceed with the development and the Purchaser will have no claim against the Seller in this regards.**

## **20. ARBITRATION**

If any dispute or difference shall arise between the Owner(s) or the Bank on its behalf, and the Contractor, during the progress and before completion of the building operations or after the termination of the employment of the Contractor under this contract, abandonment or breach of the contract, as to the construction of the contract, or as to any other matter or this arising

thereunder, or as to the withholding by the Bank of any draw to which the Contractor claim to be entitled, then an architect, civil engineer, quantity surveyor or any other professional person involved in the building industry appointed by the Bank ("the Arbitrator") shall determine such dispute or difference by written decision given to the Contractor.

## **21. DISCLOSURE**

21.1 In terms of the Local Authority subdivision approval, the Seller confirms that the person who at any time is the owner of any erf in the development shall be required, without compensation –

21.1.1 to allow gas mains, electricity, telephone and television cables and or wires, and main and or other water-pipes and the sewerage and drainage, including storm water, of any other land unit or units to be conveyed across the relevant land unit and surface installations such as mini subdivisions, meter kiosks and service pillars to be installed thereon if considered necessary by the Council in such manner and position as may from time to time be reasonably required; this shall include the right of access to the land unit at any reasonable time for the purpose of constructing, altering, removing or inspection of any works connected with the above;

21.1.2 to receive such material or permit such excavation on the land unit as may be required to allow use of the full width of an abutting street and provide a safe and proper slope to its bank necessitated by differences between the level of the street as finally constructed and the level of the land unit, unless he elects to build retaining walls to the satisfaction of and within a period to be determined by Council.

## **22. MORA INTEREST**

22.1 In the event of there being any delay in connection with the registration of transfer for which the Purchaser is responsible, the Purchaser undertakes, in lieu of any payment due in terms of clause 8 for the relevant period, to pay interest on the Purchase Price at the rate of 3% (three percent) above the prime lending rate of Absa Bank on unsecured loans, calculated from the date when the Purchaser is notified in writing by the Seller, the Conveyancers or the Selling Agent, as being in mora, to the date on which the Purchaser has ceased to be in mora.

22.2 ***The parties acknowledge and agree that the meaning and consequences of this agreement has been explained to them and they fully understand same.***

**23. AGENTS COMMISSION**

The Seller undertakes to pay agent's commission to the relevant Agent in terms of the commission agreement with the Agent who was the effective cause of this sale.

**24. RESALE OF PROPERTY**

24.1 The Purchaser shall not be entitled to sell and/ or transfer the Property and/or cede any rights in respect thereof before date of Registration of transfer into the name of the Purchaser.

24.2 Prior to the date of Registration, the Purchaser shall not appoint or engage any estate agent or other person to market, advertise and/or sell the property, other than the agent appointed by the Seller to market the development.

**25. DIRECT MARKETING AND COOLING OFF**

25.1 In terms of section 16 of the Consumer Protection Act, if this sale has resulted from Direct Marketing (the approach to the Purchaser, either in person or by mail or electronic communication by the Seller, direct or indirect for the purpose of (i) promoting or offering to supply, in the ordinary course of business, any goods or services to the person, or (ii) requesting the person to make a donation of any kind for any reason. The term "electronic communication" is widely defined as including "communication by means of electronic transmission, including by telephone, fax, SMS, wireless computer access, email or any similar technology device) by the Seller or its agents, the Purchaser has the right to cancel this Agreement without reason or penalty by written notice within 5 (five) business days after the agreement was concluded, or within 5 (five) business days after delivery of the Property.

25.2 The Seller is unable to accept the risk of cancellation without reason within 5 (five) business days of delivery of the Property as the Seller could in the interim have sold the Property to a party who was not so affected. In addition, if the transaction is cancelled after delivery to the Purchaser, the Seller bears the holding costs of the Property for an uncertain period whilst awaiting a replacement purchaser. This creates substantial losses for the Seller.

25.3 The Seller is therefore not prepared to enter into this Agreement with any Purchaser if the transaction has resulted from direct marketing.

- 25.4 The Purchaser therefore warrants that this transaction has not resulted from direct marketing and the Seller enters into this transaction relying entirely upon such a warranty.
- 25.5 If after delivery of the Property, the Purchaser is successful in cancelling this agreement by relying upon the right of cancellation flowing from the direct marketing provisions of the Consumer Protection Act, the Purchaser shall be liable for the damages suffered by the Seller as a result thereof on the basis of the Purchaser's breach of this warranty.

**26. CONSENT AND WAIVERS ON BEHALF OF THE HOMEOWNERS' ASSOCIATION**

- 26.1 The Purchaser acknowledges that until the building on erven forming part of the development have been completed, the Seller shall be entitled, as authorised agent of the homeowners' association, to approve all building plans on behalf of the said association for new houses to be constructed on properties forming part of the development.
- 26.2. The Purchaser further hereby authorises the Seller to sign, as agent of the homeowners' association any such waivers as may be required by the financial institutions who will register mortgage bonds over properties forming part of the Development.

**27. SPECIAL PROVISIONS REGARDING THE HOMEOWNERS' ASSOCIATION**

- 27.1 The Purchaser acknowledges that upon transfer of the property he or she will automatically become a member of the STELLEDALE TWO Homeowners' Association and as such will be bound by the authority of the Association and its Executive Committee, and by the provisions of the Constitution, Rules, and Building Guidelines, including the payment of levies determined in terms of the provisions of the said Constitution.
- 27.2 In view of the need to amend the Constitution, Rules, and Building Guidelines from time to time before finalisation of the development, the Purchaser hereby irrevocably grants a power of attorney, appointing the Seller as his or her agent, to exclusion of him/herself, to exercise the Purchaser's voting rights as a member at general meetings of the STELLEDALE TWO Homeowners' Association for the purpose of amending such documents from time to time during the Development period.

**28. PRO-RATA RATES & TAXES AND WATER SECURITY DEPOSIT:**

The Seller confirms that they had to pay the yearly Rates & Taxes together with a water security deposit in advance to obtain Municipal Clearance and the Purchaser hereby acknowledges liability to refund the Seller the pro-rata Rates & Taxes from registration of transfer into his name until the date that the payment was made to. The Municipality's financial year runs from 1 July to 30 June each year.

**29. PROTECTION OF PERSONAL INFORMATION ACT CONSENT**

The Seller and the Purchasers hereby give their consent to the estate agency/ies involved in the sale, and the Conveyancing Attorneys who will register the transfer of the property, to process our personal information for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act.

SIGNED by the Purchaser at \_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_ 2021.

**AS WITNESSES:**

**AS PURCHASER/S:**

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

\_\_\_\_\_  
PURCHASER

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

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
PURCHASER

ACCEPTED by the Seller at \_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_ 2021.

**AS WITNESSES**

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

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

\_\_\_\_\_  
**SELLER (DULY AUTHORISED)**

**INSTRUCTION TO INVEST TRUST MONEYS**

*(in respect of a conveyancing transaction)*

*Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014)*

**TRANSFER FROM:**

ASRIN PROPERTY DEVELOPERS (PTY) LTD

Registration number 2021/663509/07

TO (name of Purchaser):

\_\_\_\_\_  
\_\_\_\_\_

OF (Property Description):

\_\_\_\_\_

I/We, the undersigned, (name of purchaser)

\_\_\_\_\_

Being the Transferee/s in the abovementioned transaction, hereby confirm my/our instruction to Christo Marais Attorneys to invest with a Financial Institution nominated by Christo Marais Attorneys by me/us on account of the purchase price, on the basis that:

1. the amount is invested in a trust savings account or other interest-bearing account;
2. the account contains a reference to *Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014)*;
3. the interest which accrues on such investment is to be for the company/close corporation/my benefit and is to be paid to me/us/it, after deducting your professional fee and costs for administering the investment, as soon as possible after the date of registration of the abovementioned transaction;
4. the capital amount invested is to be paid in accordance with the transferor's instructions on the date of registration of transfer;
5. I am aware of the fact that while the funds are so invested with the said bank, the funds are not protected against a possible liquidation of the said bank.

\_\_\_\_\_  
**PURCHASER/S**

\_\_\_\_\_  
**DATE**

## SPECIFICATION

### STELLENDALÉ SEMI-DETACHED HOUSES

#### 1. FOUNDATIONS

- 1.1 All external and internal load-bearing walls to be founded on concrete strip footings minimum 230x700mm or otherwise designed by the structural engineer.
- 1.2 Non load-bearing walls will be founded on thickened surface beds as indicated on the working drawings.
- 1.3 DPM 250Mic SABS approved will be placed under all surface beds.

#### 2. SUPER-STRUCTURE

- 2.1 Walls to be 230mm cement maxi brick to external walls. Internal walls to be 190mm & 90mm maxi's. DPC to be used in all openings as per detail. Weepholes to be allowed for in all external cavity walls. Cavity walls to be constructed with two 90mm skins with a 50mm cavity.
- 2.2 The surface beds to be 100mm thick with mesh 193.

#### 3. ROOF CONSTRUCTION

- 3.1 Prefabricated Engineer designed timber roof trusses to be used. Approval of these trusses must be obtained by the Engineer.
- 3.2 Roofs to be pitched as per Architect drawings. The roof will be covered with double roman cement roof tiles, on battern and trusses according to manufacturers specifications
- 3.3 Fascia boards 225x12mm Nu-tech board prepared for painting, and fixed with countersunk brass screws.
- 3.4 Aluminium gutters and PVC down pipes, all fixed as per manufacturers specification.

#### 4. DOORS & DOORFRAMES

- 4.1 Front doors to be Meranti framed hardwood entrance door or similar.
- 4.2 Internal doors to be hardboard hollowcore doors, suitable for painting.
- 4.3 Internal doors frames to be pressed steel frames.



## SPECIFICATION

### STELLENDALE SEMI-DETACHED HOUSES

#### 5. WINDOWS AND GLAZING

- 5.1 All windows / sliding doors to be white powder coated aluminum or similar.
- 5.2 All glazing to be clear sheet glass as per national building regulations throughout.
- 5.3 Obscure glass to bathrooms.

#### 6. WALL FINISHES

- 6.1 Internal walls to be plastered with one coat cement plaster finish.
- 6.2 External walls, one coat plaster.
- 6.3 Wall tiles to be installed as follows:
  - Kitchen : 600mm above worktops only
  - Bathrooms: half height
  - Shower/Shower over bath: full height
- 6.4 All external window cills to be plastered to a fall of 20 degrees.
- 6.5 All internal cills to be plastered except for the Kitchen and Bathroom, which will be ceramic tiled.

#### 7. FLOOR FINISHES

- 7.1 All floor slabs to be finished with 25mm screed
- 7.2 Laminate Flooring "Eco-Tex" range or similar to all bedrooms.
- 7.3 Ceramic tiles to all Kitchens, Bathrooms, Lounge/Dinning areas
- 7.4 Pine skirting 19x69mm to all rooms except bathroom and kitchen, skirting to be prepared for painting.

#### 8. PAINTING

- 8.1 As per Mandelay Coatings specification or similar.
- 8.2 Internal paint will be White unless a client specifies a different colour which would be an additional cost.

#### 9. CEILINGS

- 9.1 Rhino board ceilings 6,4mm to be skimmed with 75mm coved cornice to all areas. Ceiling detail of Double Storey Duplex – to be off-shutter finish to ground floor.

## SPECIFICATION

### STELLENDALÉ SEMI-DETACHED HOUSES

#### 10. IRONMONGERY

- 10.1 All internal doors to be fitted with standard 3 lever locksets.
- 10.2 Front doors to be fitted with 3 lever locksets.

#### 11. JOINERY

- 11.1 Kitchen layouts are to be as per joinery specialist.
- 11.2 Standard 20mm Engineered Stone Tops will be provided.
- 11.3 No BIC's have been allowed in the bedrooms.

#### 12. ELECTRICAL

- 12.1 Plug and light points : One light point in each room. One double plug point (euro) in each room, excluding bathrooms, one double (euro) plug point and three (euro) plug points to the Kitchen, extractor point and one oven connection.
- 12.2 One DSTV and wifi point to be provided in each lounge.
- 12.3 Energy Dispensers to be installed in each unit.

#### 13. PLUMBING

- 13.1 Baths to be 1700mm standard white acrylic with diverter bath mixer and fixed shower rose and arm.
- 13.2 White close couple pan & universal cistern with superior double flap plastic seat.
- 13.3 WHB to be courier type or similar with fixations with single lever mixer.
- 13.4 Hot Water Cylinder (WHC) 150 Ltr, complete with all necessary fittings and valves.
- 13.5 All plumbing to comply with Local Authority requirements.
- 13.6 Stainless steel sink 860mm single bowl sink or similar fitted with a single lever sink mixer.
- 13.7 Washing machine point to kitchen.
- 13.8 Shower/ free standing shower (if applicable) will be fitted with shower mixer, arm and rose.

#### 14. GENERAL

- 14.1 Ground floor yards will be lawned.
- 14.2 External paint colour to be chosen by Developer.
- 14.3 Walling around complex to be as per the Architects approved drawings.
- 14.4 Oven hob and extractor to be provided by the developer.
- 14.5 All units to receive a PV Solar Panel with controller panel.

## SPECIFICATION

### STELLENDALE APARTMENTS

#### 1. FOUNDATIONS

- 1.1 All external and internal load-bearing walls to be founded on concrete strip footings minimum 230x700mm or otherwise designed by the structural engineer.
- 1.2 Non load-bearing walls will be founded on thickened surface beds as indicated on the working drawings.
- 1.3 DPM 250Mic SABS approved will be placed under all surface beds.

#### 2. SUPER-STRUCTURE

- 2.1 Walls to be 230mm cement maxi brick to external walls. Internal walls to be 190mm & 90mm maxi's. DPC to be used in all openings as per detail. Weepholes to be allowed for in all external cavity walls. Cavity walls to be constructed with two 90mm skins with a 50mm cavity.
- 2.2 The surface beds to be 100mm thick with mesh 193.

#### 3. ROOF CONSTRUCTION

- 3.1 Prefabricated Engineer designed timber roof trusses to be used. Approval of these trusses must be obtained by the Engineer.
- 3.2 Roofs to be pitched as per Architect drawings. The roof will be covered with double roman cement roof tiles, on battern and trusses according to manufacturers specifications
- 3.3 Fascia boards 225x12mm Nu-tech board prepared for painting, and fixed with countersunk brass screws.
- 3.4 Aluminium gutters and PVC down pipes, all fixed as per manufacturers specification.

#### 4. DOOR & DOORFRAMES

- 4.1 Front door to be meranti framed timber door ex - Swartland or similar.
- 4.2 Internal doors to be hollow core hardboard doors, suitable for painting.
- 4.3 All internal door frames to be pressed steel paint finish to suit 90 & 190mm walls.

## SPECIFICATION

### STELLENDALE APARTMENTS

#### 5. WINDOWS & GLAZING

- 5.1 All windows / sliding doors to be white powder coated aluminium or similar.
- 5.2 All glazing to be clear sheet glass in accordance with Standard National Building Registration Council.
- 5.3 Obscure glass to bathrooms 4mm.

#### 6. WALL FINISHES

- 6.1 Internal walls to be plastered with one coat cement plaster finish.
- 6.2 External walls, one coat plaster.
- 6.3 All external window cills to be plastered to a fall of 20 degrees.
- 6.4 Plaster bands as per Architects drawings.

#### 7. FLOOR FINISHES

- 7.1 All surface beds to be finished with 25mm screeds.
- 7.2 Laminate Flooring "Eco-Tex" range or similar to all bedrooms.
- 7.3 Ceramic tiles to Kitchens, Bathrooms walls and floors and lounge floors, tiles to be chosen from Developers selection.
  - Kitchen walls - 600mm above counter to underside of top kitchen units
  - Family bathroom - tiled half height and full height around bath/shower
- 7.4 Pine skirting 69x19mm to all rooms except bathrooms and kitchens. Skirting to be prepared for painting.
- 7.5 All walkways to be tiled with a non-slip tile, tiles to be chosen by Developer.

#### 8. PAINTING

- 8.1 As per Mandelay Coatings specification or similar.
- 8.2 Internal paint will be White unless a client specifies a different colour which would be an additional cost.

#### 9. CEILINGS

- 9.1 Off-shutter painted finish to all Ground and 1st floor units (where applicable). Second floor units will receive a 6,4mm rhino board sanded ceiling.
- 9.2 Normal 75mm coved cornices or similar to all areas.

## SPECIFICATION

### STELLENDALE APARTMENTS

#### 10. IRONMONGERY

- 10.1 All internal doors to be fitted with standard 3 lever mortice lockset.
- 10.2 Front doors to be fitted with 3 lever lockset.

#### 11. JOINERY

- 11.1 Kitchen layout as per specialist joiner.
- 11.2 Standard 20mm Engineered Stone Tops will be provided.
- 11.3 No BIC in the bedroom.

#### 12. ELECTRICAL

- 12.1 Plug and light points : One light point in each room. One double plug point (euro) in each room, excluding bathrooms, one double (euro) plug point and three (euro) plug points to the Kitchen, extractor point and one oven connection.
- 12.2 One DSTV and wifi point to be provided in each lounge.
- 12.3 Energy Dispensers to be installed in each unit.

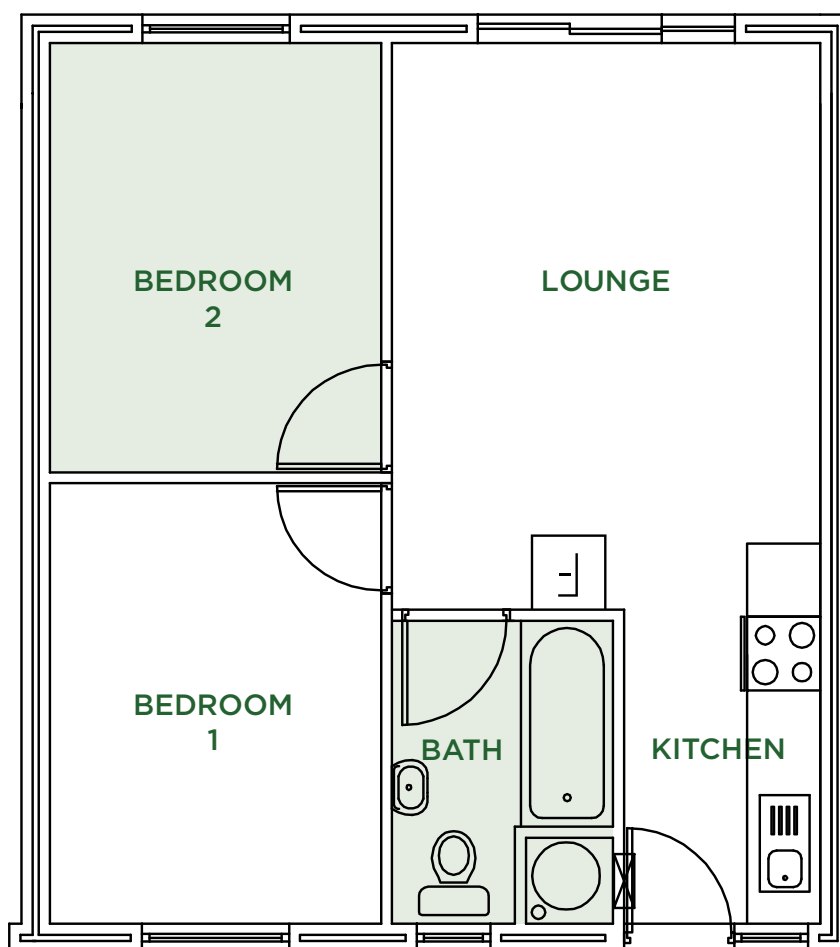
#### 13. PLUMBING

- 13.1 Baths to be 1700mm standard white acrylic with diverter bath mixer and fixed shower rose and arm.
- 13.2 White close couple pan & universal cistern with superior double flap plastic seat.
- 13.3 WHB to be courier type or similar with fixations with single lever mixer.
- 13.4 Hot Water Cylinder (WHC) 150 Ltr, complete with all necessary fittings and valves.
- 13.5 All plumbing to comply with Local Authority requirements.
- 13.6 Stainless steel sink 860mm single bowl sink or similar fitted with a single lever sink mixer.
- 13.7 Washing machine point to kitchen.

#### 14. GENERAL

- 14.1 Balustrade to balconies and staircases to be mild steel galvanized.
- 14.2 All ground floor units to be soft landscaped with lawn.
- 14.3 Oven, hob and extractor to be provided by Developer.
- 14.4 External paint to be chosen by Developer.
- 14.5 All units to receive a PV Solar Panel with controller panel.

## FLOOR PLAN

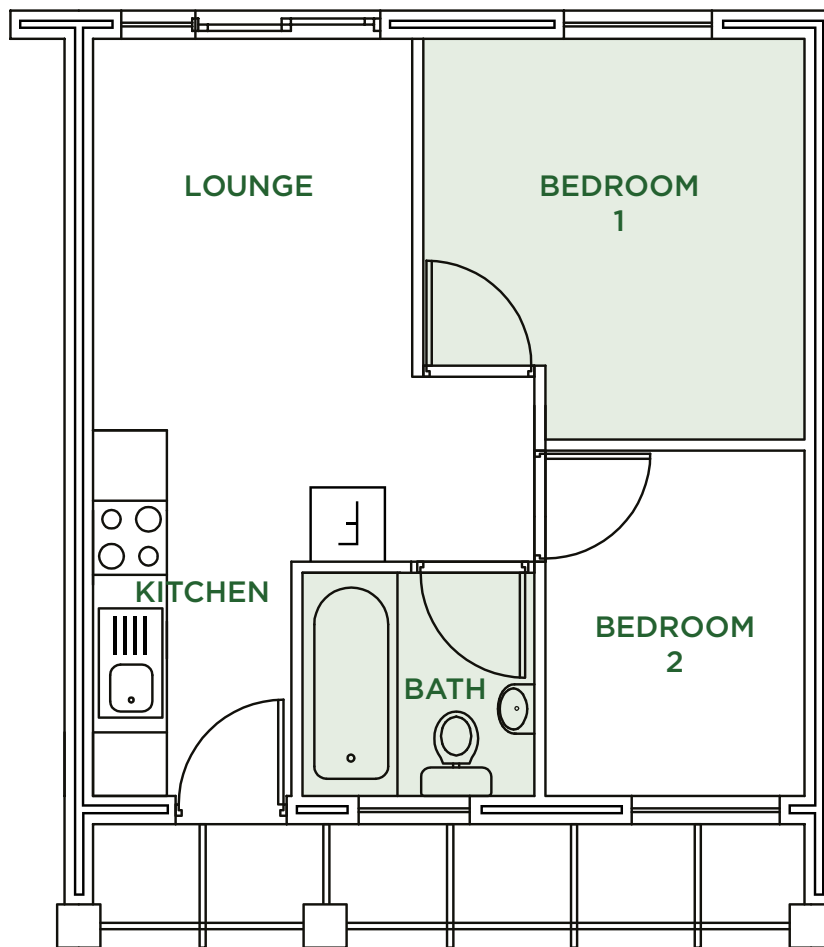


## TYPICAL 2 BEDROOM APARTMENT

47-50 sqm

These renders are for marketing purposes only. Kindly refer to the specifications for included finishes.

## FLOOR PLAN

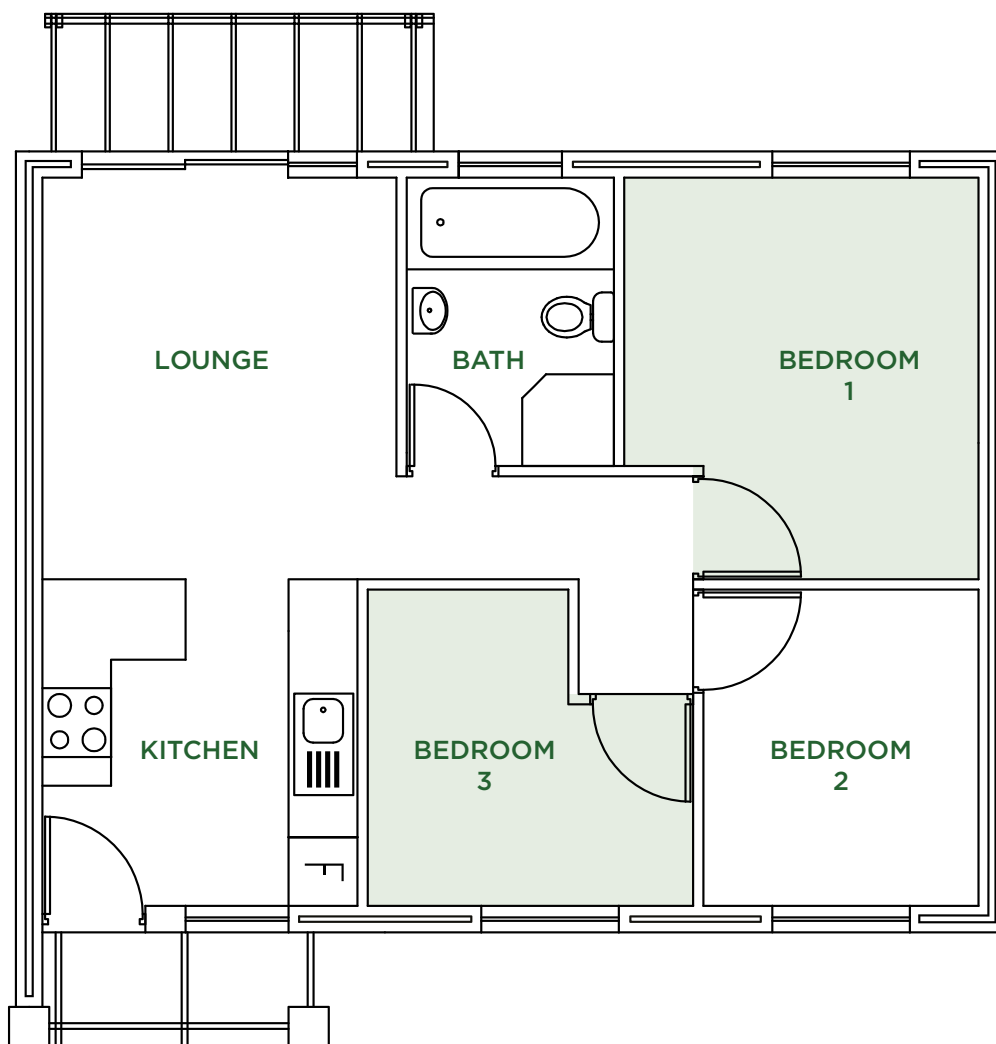


### TYPICAL 2 BEDROOM SEMI-DETACHED HOUSE

40-50 sqm

These renders are for marketing purposes only. Kindly refer to the specifications for included finishes.

## FLOOR PLAN



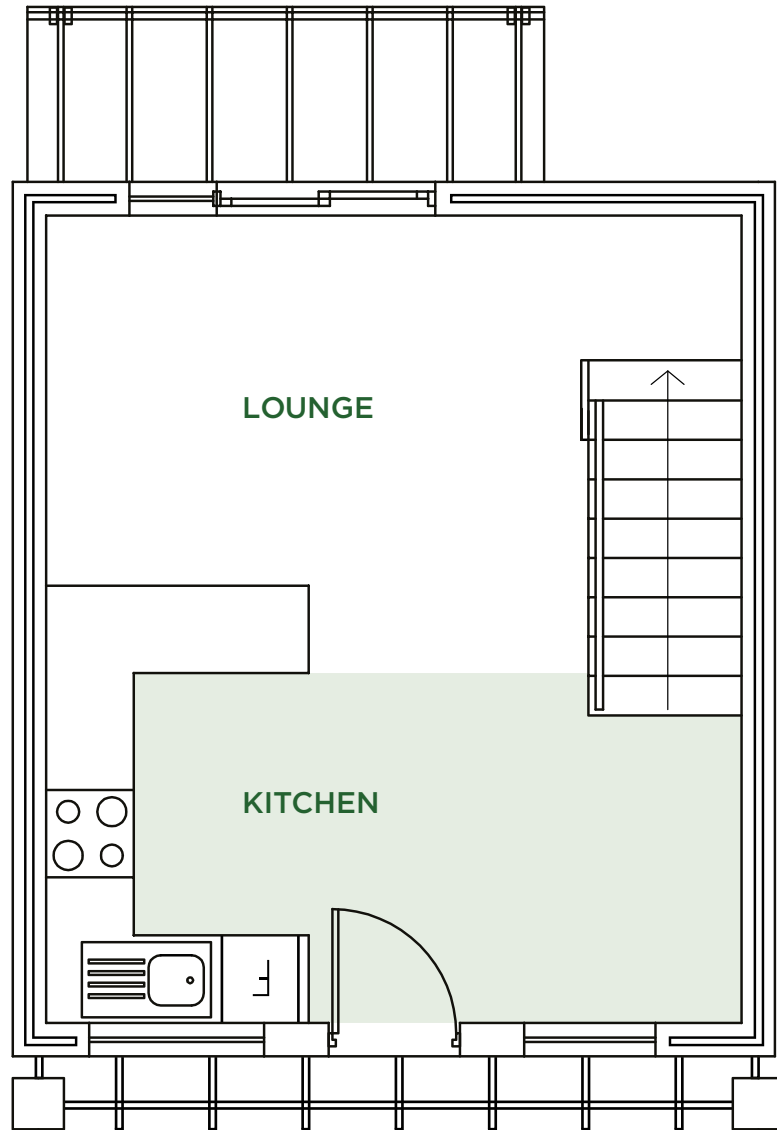
TYPICAL 3 BEDROOM SEMI-DETACHED HOUSE

57-60 sqm

These renders are for marketing purposes only. Kindly refer to the specifications for included finishes.



## FLOOR PLAN

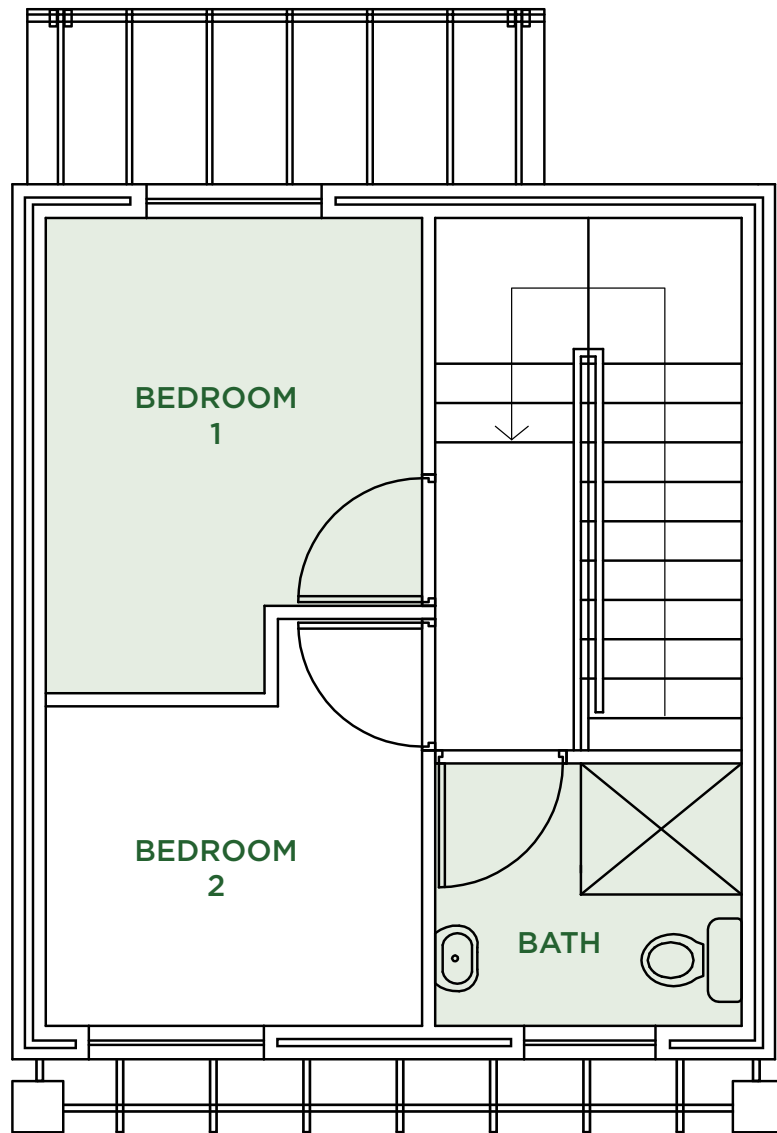


## TYPICAL DOUBLE STOREY GROUND FLOOR

60 sqm

These renders are for marketing purposes only. Kindly refer to the specifications for included finishes.

## FLOOR PLAN



TYPICAL DOUBLE STOREY FIRST FLOOR

60 sqm

These renders are for marketing purposes only. Kindly refer to the specifications for included finishes.

# Stellendale

## Two

