

DEED OF SALE - SECTIONAL TITLE

between

THYME INVESTMENTS 8 CC

Registration Number: 2006/132775/23

(the “**SELLER**”)

of

C/o Van Der Merwe & Robertson Inc, 2nd Floor, 34 Oxford Street, Durbanville, 7550

Fax: 021 976 4665

And

(the “**PURCHASER**”)

for

UNIT/S _____ in the SECTIONAL TITLE SCHEME KNOWN AS

LA CLEMENCE

(the “**PROPERTY**”)

SCHEDULE

1. **PARTIES**

SELLER

Thyme Investments 8 CC, Reg. No. 2006/132775/23

Address : c/o Van Der Merwe & Robertson Inc,
34 Oxford Street, Durbanville, 7550

Telefax Number: (021) 976 4665

E-mail address: christelle@vrincorporated.co.za
renette@vrincorporated.co.za

PURCHASER

If a legal entity, represented by: _____

Identity No. / Registration No.: _____

Marital Status: _____

Full names of spouse: _____

I.D. No. of spouse: _____

Physical Address: _____

Postal Address: _____

Telephone: _____ (w) _____ (h)

Cellular Phone: _____

Telefax Number: _____

Email address: _____

Income Tax Reference No.: _____

2. **THE PROPERTY**

Section(s)/Unit(s) No.: _____ in the Sectional Title Scheme known as
LA CLEMENCE, situated at Hafele Street, Durbanville

In extent: _____ (Square meters)

Exclusive Use Area : _____

In extent: _____ (Square meters)

3. **TOTAL PURCHASE PRICE** _____ [VAT inclusive]

Purchase Price in words: (_____)

3.1 Deposit on or before _____: R _____ (_____ RAND)

3.2 Balance on registration: R _____ (_____ RAND)

4. **MORTGAGE BOND**

4.1. Indicate if required **no / yes**

**All bond applications should be attended to by OOBALINK*

4.2 Bond amount required R _____ (_____ RAND)

4.3 Date to be approved by: _____ days from date of signature

5 **COMPLETION DATE** Already Completed

6 **ESTIMATED DATE OF TRANSFER** _____

7 **ESTIMATED OCCUPATION DATE** Date of Transfer

8 **REASON FOR PURCHASING** Primary residence / investment / other (specify)

9 **ANNEXURE TO AGREEMENT**

A	-	Site Development Plan
B	-	Happy Letter
C	-	Sectional Plan

10 **ESTIMATED LEVIES** R _____

11 **AGENT/ COMMISSION** -

12 **CONVEYANCERS AND ATTORNEYS** **VanDerMerwe & Robertson Inc.**

34 Oxford Street, Durbanville, 7550

Telefax Number: (021) 976 4665

E-mail address:

christelle@vrincorporated.co.za

renette@vrincorporated.co.za

1. **INTERPRETATION**

1. In this Agreement unless otherwise inconsistent with the context:

- 1.1. “the Act” means the Sectional Titles Act 95 of 1986 and /or Sectional Title Schemes Management Act Number 8 of 2011 and includes the Regulations framed there under or as amended from time to time;
- 1.2. “the Architect” means Robert Scott Architects, 1 Bridgeway Road, Century City, Cape Town, email: info@robertscott.co.za;
- 1.3. “the Building” means building/s constructed upon the Land as depicted on Annexure “A”;
- 1.1.4 “the Common Property” means the property not forming part of any Section(s) and/or Unit(s) in the Scheme and excludes the Exclusive Use Areas;
- 1.15 “the Completion Date” means the date on which the Architect certifies that the Unit is ready for possession and beneficial occupation;
- 1.1.6 “the Development” means the development being established on Erf 825 Durbanville in the City of Cape Town.

- 1.1.7 “the Interest rate” means the rate of interest charged by Absa Bank Bank Limited or its successors in respect of overdrafts granted to its most favoured customers from time to time plus 2 (two) percentage points; a certificate by any manager or accountant (whose appointment it shall not be necessary to prove) or any branch of the said bank shall be conclusive proof of the Prime Rate from time to time;

- 1.1.8 “the Land” means Erf 825 Durbanville in the City of Cape Town or any subdivision thereof;

- 1.1.9 “the Participation Quota” means the percentage expressed to four decimal places and arrived at by dividing the total floor area of the Section in terms of the Act by the extent of the sum total of the floor areas of all the Sections in the building or buildings comprised in the Scheme.

- 1.1.10 “the Property” means the Unit and the common property and Exclusive Use Area (s);

- 1.1.11 “the Rules of Conduct” means the Management and Conduct Rules of the Body Corporate’

- 1.1.12 “the Scheme” means the Sectional Title Scheme established on the Land in respect of which the Seller opened a Sectional Title Register;

- 1.1.13 “the Section” means the Section(s) forming part of the Unit hereby sold;

- 1.1.14 “the Seller’s Attorney” and “bond registration attorneys” mean Van der Merwe & Robertson Attorneys, 2nd Floor, 34 Oxford Street, Durbanville, 7550. Telephone 021 – 976 4663; Telefax 021 – 976 4665;

- 1.1.15 “total floor area in terms of the Act” means the overall square meter area of the Unit measured in terms of the Act by the Land Surveyor preparing the plans for the Scheme;

- 1.1.16 “the Unit” means the Section(s) hereby sold forming part of the Property as specified in the SCHEDULE and as depicted on Annexure “A” and includes an undivided share in Common Property as determined in terms of the Act;

1.1.17 “the Unit Plan” means the Plan of the Unit hereby sold as shown on Annexure “A”.

1.2 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the female gender, and words importing persons shall include partnership and bodies corporate, and vice versa.

1.3 Reference to the Agreement means this Agreement and all annexures thereto.

1.4 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. **RECORDAL**

2.1 The Land is the subject matter of assets vested in the Seller of whom the Seller is the registered owner.

2.2 The building work has been completed and the Sectional Plans approved and registered;

2.5 AND WHEREAS the Seller and Purchaser enter into this Agreement to agree to the terms and conditions of the sale of the unit, exclusive use area as well as matters incidental thereto.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

3. **SALE OF UNIT**

The Seller sells to the Purchaser who purchases the Unit/s together with Exclusive Use Area/s (if any) in the Scheme as more fully described in the SCHEDULE and substantially depicted upon the “Sectional Plan” annexed hereto marked “C”, with interior fittings, specifications and designs, which has been open for inspection by the Purchaser.

4. **PURCHASE PRICE**

The purchase price of the Unit shall be the sum set forth in the SCHEDULE.

5. **PAYMENT OF PURCHASE PRICE**

5.1 The purchase price of the Unit shall be payable by the Purchaser to the Seller in the following manner:

5.1.1 A deposit in the amount of and on payment date thereof as specified in the SCHEDULE hereto, by the Purchaser to the Seller directly.

5.1.2 The balance, subject to the guarantees referred to in clause 7 and 8 against registration of transfer.

5.2 All or any payments to be effected hereunder, shall be effected by the Purchaser to the Seller and/or the Seller's attorneys, unless otherwise required by the Seller.

6. **INTEREST ON OVERDUE INSTALMENT**

6.1 All monies payable by the Purchaser in terms hereof and unpaid on due date shall bear interest at the prime rate plus 1% (one percent) as charged by the Seller's Banker from time to time as certified by the Seller's Banker.

6.2 Interest as aforesaid shall be calculated from due date to actual date of payment.

6.3 Each payment made by the Purchaser shall be allocated first to payment of interest and then to pay of any other monies due in terms hereof and thereafter to the reduction of the purchase price.

7. **BOND**

7.1 If an amount is specified in the SCHEDULE next to the item "Bond Amount" then this sale shall be subject to a suspensive condition upon the Purchaser obtaining a loan, as specified in the SCHEDULE, from a bank or recognized financial institution on its normal terms and conditions against the security of a first mortgage bond over the Unit within _____ days of the date of signature or this agreement (the "INITIAL PERIOD"), or on or before such further date as the Seller in its discretion may decide (the "EXTENDED PERIOD") and the Seller shall advise the Purchaser accordingly. In the event that a bond is approved for an amount less than that stated in the SCHEDULE and the Purchaser elects to consider this condition

to be fulfilled, the Purchaser undertakes to furnish the Seller's Attorneys with either payment or a bank guarantee for the shortfall within **7 (seven) days** from the date of the granting of the aforesaid bond.

7.2 In the event of the Purchaser being unsuccessful in obtaining the aforesaid loan within the INITIAL PERIOD then the following provisions shall apply:

7.2.1 The period shall be automatically extended until the Seller notifies the Purchaser in writing that the EXTENDED PERIOD is terminated;

7.3 Notwithstanding anything to the contrary a foregoing the Purchaser undertakes to sign all documents and do all things necessary to ensure the successful granting of the loan referred to herein.

7.4 The Purchaser shall be liable for all bond costs including the initiation and/or valuation fee(s) levied by the financial institution(s), to procure registration of a mortgage bond over the Property as security for loan finance obtained. Such costs shall be paid by the Purchaser on request therefore by the bond registration Attorneys.

7.5 The parties agree that the Seller will be entitled to continue marketing the Property until the fulfilment of the suspensive condition contained in this paragraph. On receipt of a less onerous or more advantageous offer (in the discretion of the Seller) for the Property hereby sold, prior to the fulfilment of the aforementioned suspensive condition, the Seller shall be entitled to give notice to the Purchaser to the effect that another offer had been received. The Purchaser shall then have 72 hours (excluding Saturdays, Sundays and Public Holidays) as from the time and date of such notice within which to obtain the fulfilment of all the conditional clauses of the Agreement or to waive his rights thereto, failing which the Agreement shall be deemed null and void and the Seller shall be entitled to accept the other offer.

8. **GUARANTEE**

8.1 The Purchaser shall furnish the Seller's Attorney with the following Bank guarantees in favour of the Seller's Attorney, acceptable to the Seller as follows:

8.1.1 **7 (seven) days** after the date of approval of the bond referred to in clause 7, an irrevocably Bank guarantee for the balance of the purchase price (being the pur-

chase price inclusive of VAT and all other amounts payable in terms of this Agreement, less any deposit paid, less the amount of the bond specified in the SCHEDULE) payable on the date of registration of transfer of the Property in favour of the Purchaser.

- 8.2 If this sale is **not** subject to the Purchaser obtaining mortgage bond finance, the Purchaser shall within **30 (thirty) days** of signature hereof by both parties, furnish the Seller's Attorney with an irrevocably bank guarantee in favour of the Seller's Attorney acceptable to the Seller for the purchase price or the balance thereof, which guarantee shall be payable against registration of transfer of the property in favour of the Purchaser.
- 8.3 The Purchaser acknowledges that the provisions of 8.1 and 8.2 are material terms of this Agreement of Sale.

9. **POSSESSION, BENEFICIAL OCCUPATION, RISK AND BENEFIT**

- 9.1 It is recorded that the Building is completed;
- 9.2 the Purchaser shall be obliged to take possession and occupation of the Unit on date of Transfer from which date all risk and benefit in the Property shall pass to the Purchaser including the obligation to pay levies in respect of the Unit and occupational interest as provided for herein.
- 9.3 The Purchaser shall have no claim for damages of whatsoever nature against the Seller arising out of any delays in occupation.
- 9.4.3 Save insofar as may be inconsistent with the provisions of this agreement, the provisions of Section 44 of the Act shall apply;
- 9.4.4 The provisions of the Rules insofar as they cast any duty upon the owner or occupier of a Unit shall bind the Purchaser and be enforceable by the Seller;
- 9.4.5 The Purchaser shall not be entitled to withhold, delay or set off any payment by reason of any outstanding work;

10. **FURTHER DEVELOPMENTS**

The Seller hereby discloses as required in terms of the Act that the developer or the Body Corporate of the sectional title scheme has not registered a real right to extend the scheme as contemplated in the Act.

11. **TRANSFER**

- 11.1 Transfer shall be passed by the Seller's Attorney and shall be given and taken as close as possible to the proposed Transfer date. Bond registration shall be passed by the bond registration attorney simultaneously with the transfer. The Purchaser hereby acknowledges that owing to the complexities and interrelated steps involved in opening and registering the sectional title scheme it is beneficial and in the best interest of the Purchaser that the said attorneys of the Seller attend to the registration and transfer as well as the bond registration.
- 11.2 The Purchaser shall accept transfer of the Unit subject to all conditions and servitudes benefiting or burdening the Unit and the Land whether existing or hereafter imposed by the Seller and the relevant authorities when approving the Sectional Title Scheme.
- 11.3 In the event of there being any difference between the levies payable in respect of any Unit and Exclusive Use Area as may be finally determined by the Body Corporate at its First General Meeting from the levies reflected in this Agreement, the Purchaser shall nevertheless accept transfer in satisfaction of the Seller's obligations hereunder.
- 11.4 All costs of transfer plus VAT thereon shall be payable by the Purchaser, who shall sign all documents necessary to give effect to this Agreement within 7 (seven) days of being called upon to do so.
- 11.5 The Purchaser shall be obliged to accept registration of transfer when same is tendered to it and shall not be entitled to refuse to make payment of all amounts due by the Purchaser in terms of this Agreement when called upon to do so and shall not delay the registration of transfer for any reason whatsoever. The Purchaser acknowledges that a breach of any of the aforesaid shall constitute a material breach of this Agreement.
- 11.6 The Seller's Attorney shall be responsible for ensuring that not less than 30 (thirty) days before the Seller's anticipated date of lodgement of all relevant documents in the Deeds Office:-

11.6.1 all the documents necessary for the registration of the transfer and if applicable, the bond have been properly completed and signed; and

11.6.2 comply with all the requirements of the bank which has granted the loan to the Purchaser and that the said bank has confirmed that all its pre-lodgement and pre-registration requirements have been fulfilled and the said bank has authorised in writing that registration of the bond may be proceeded with.

11.6.3 For the purpose of this clause the Seller's Attorney assessment of the anticipated date of lodgement shall be binding on the Purchaser.

11.7 The Seller shall not be liable to the Purchaser for any damage or loss suffered by the Purchaser arising out of delay in registration of transfer.

11.8 The Purchaser hereby warrants that all his tax issues including but not limited to tax returns and tax payments are currently up to date. The Purchaser shall be liable to the Seller for any damage or loss suffered by the Seller arising out of the delay in registration of transfer due to the tax issues of the Purchaser not being up to date. The Seller shall also be entitled to cancel this Agreement if this warranty is breached.

11.9 It is recorded that, since this sale is subject to VAT, which is included in the purchase price, no transfer duty is payable by the Purchaser.

12. **EXCLUSIVE USE AREAS**

The Purchaser shall, subject to the Rules, be entitled to the exclusive use and enjoyment of the Exclusive Use Areas specified in the SCHEDULE, which shall be reserved in terms of Section 27 of the Act or in terms of Section 10(7) of the Management Act.

13. **LEVIES**

13.1 Save as is set out hereunder, the Purchaser shall be liable from the Transfer Date for levies payable in terms of the Act as estimated in the SCHEDULE.

13.2 Such levies shall be paid monthly in advance on the first day of each and every calendar month provided that if the Transfer Date falls on any other day than the first day of a calendar month, then the Purchaser shall be obliged to pay a pro rata share of the levies due for the calendar month in which Transfer occurs.

13.3 The liability for levies shall be determined in accordance with the Participation Quota attaching to the Unit.

14. **COSTS**

14.1 The Purchaser shall upon the request of the Seller's Attorney pay all costs of transfer, costs of all necessary affidavits, and all other costs which have to be incurred in order to comply with statutes or other enactments or regulations relating to the passing of transfer of the Unit including VAT thereon.

14.2 The Seller shall, in its discretion, have the right to make payment of all or part of the costs for which the Purchaser is liable, on behalf of the Purchaser, which payment shall be refunded to the Seller on demand.

15. **THE RULES AND THE BODY CORPORATE**

The Purchaser acknowledges that the Rules attached herewith shall be applicable and acknowledges and agrees that he is acquainted with the provisions thereof. (The Purchaser acknowledges that he received a copy of the said prescribed Management and conduct Rules)

16. **BREACH**

16.1 Should the Purchaser fail to fulfil on due date any of the terms and conditions of this Agreement, including failure to provide the guarantee/s required in terms of this Agreement and remain in default for 7 (seven) days (unless such breach occurs after the transfer documents have been lodged in the deeds office for registration, in which case the 7 (seven) day period may, at the election of the Seller be reduced to 48 (forty eight) hours after dispatch of a written notice requiring payment and/or delivery of the guarantee/s and/or requiring such breach to be remedied), the Seller shall be entitled, without prejudice to any other rights of the Seller in law or in terms of this agreement, either:

16.1.1 to cancel this Agreement in which event the Seller shall be entitled to obtain immediate re-possession of the Unit and to claim forfeiture of and retain on account of damages all monies paid by the Purchaser to the Seller or to the Seller's Attorneys on account of the purchase price, costs or otherwise in terms of and pursuant to this Agreement; or

16.1.2 to require the Purchaser to fulfil all obligations hereunder.

16.2 If the Seller institutes legal proceedings against the Purchaser for payment of any amount and/or performance of any obligation due by the Purchaser in terms hereof, the Purchaser shall pay all costs incurred by the Seller, including, but not by way of limitation, the costs of any letter of demand, all collection charges and costs and Attorney and own client charges.

16.3 If the Purchaser disputes the Seller's right to cancel and/or remains in occupation of the Unit after date of cancellation the Purchaser shall continue to pay interest and levies as herein provided in consideration for continuing to occupy the Unit. Notwithstanding the foregoing the above occupancy shall not be regarded as creating a tenancy either in terms of a statutory provision or at common law.

17. **MORA INTEREST**

In the event that transfer of the Unit is delayed by an act or omission on the part of the Purchaser, whether as a result of any failure to supply the Seller's Attorney with information required by them, delays in the signing of transfer or bond documents, delays in the payment of transfer or bond registration costs or any delay in satisfying the requirements of the financial institution granting the loan or any other default on the part of the Purchaser, then the Purchaser shall be responsible for payment to the Seller of an increased occupational rental at a rate of interest as stipulated in Clause 1.1.7 above on the Purchase Price, from the date on which transfer would but for such delay have otherwise been registered to the date of the actual registration of transfer. For the purpose of this clause the Seller's Attorney assessment of the date on which transfer would otherwise have been registered shall be binding upon the Purchaser unless the same is proved to be unreasonable.

18. **COMMISSION**

Commission will be payable to Agent as mentioned in Schedule. Commission will be agreed to between the Seller and the Agent in terms of a separate agreement.

19. **NO WITHHOLDING PAYMENT**

19.1 Notwithstanding anything herein contained should the Seller be unable to give the Purchaser transfer, possession or occupation of the Unit upon any dates referred to in this Agreement for any reason whatsoever, other than the wilful default of the Seller, the Purchaser shall not have any claim for damages or any right of action whatsoever against the Seller or its agent and the Purchaser undertakes to accept transfer, possession and occupation of the Property on whatever date it is tendered to him.

19.2 The Purchaser shall not be entitled, for any reason or cause whatsoever and howsoever arising to withhold in whole or in part any amount due to the Seller in terms of this Agreement, nor shall the Purchaser be entitled to apply set-off against any such amounts owing.

20. **MANAGING AGENT**

20.1 The Seller shall be entitled to appoint the first managing agent as provided for in the Rules of the Body Corporate which appointment shall be valid and binding on the Body Corporate for 1 (one) year after the first general meeting of the Body Corporate.

20.2 The Purchaser gives the Seller the irrevocably power to make this appointment.

21. **JURISDICTION**

The Purchaser hereby consents in terms of Section 45 of the Magistrate's Court Act No. 32 of 1944 (as amended), or any legislation passed thereof to the jurisdiction in terms of Section 28(1) of the said Act, or any legislation passed in substitution thereof, in any action instituted by the Seller arising out of this Agreement. Notwithstanding anything herein contained, the Seller shall be entitled to institute any action against the Purchaser arising out of this Agreement in any court having jurisdiction.

22. **GENERAL**

22.1 The terms of this Agreement form the sole contractual relationship between the parties hereto and no variation of this Agreement shall affect the terms hereof unless such variation shall be reduced to writing under the hands of the parties hereto.

22.2 No extension of time or indulgence granted by either party to the other shall be deemed in any way to affect, prejudice or derogate from the rights of such party in any respect under

this Agreement, nor shall it in any way be regarded as waiver of any rights hereunder, or a novation of this Agreement.

- 22.3 Each of the parties hereby undertakes to sign and/or execute all such documents (and without limiting the generality of the foregoing), same shall include the execution of necessary power of attorney, transfer duty declarations and personal affidavits.

23. **SURETYSHIP**

If the Purchaser is a company or close corporation or trust or other juristic person or other entity, the person who signs this Agreement in the name of such company or close corporation or trust or other juristic person or other entity warrants that the company or close corporation or trust or other juristic person or other entity is registered in terms of the applicable legislation and binds himself as surety and co-principal debtor with such company or close corporation or trust or other juristic person or other entity in favour of the Seller for all the obligations of such company or close corporation or trust or other juristic person or other entity in terms of this Agreement. Such person shall be personally liable as Purchaser in terms of this Agreement if such company or close corporation or trust or other juristic person or other entity legally does not exist, or for whatever reason is not bound to this Agreement or fails to comply with the provisions hereof.

24. **NOTICE AND ADDRESS**

- 24.1 The parties hereby choose for all purposes under this agreement the following addresses:

The Seller at the address set forth in the SCHEDULE hereto;

The Purchaser at the address set forth in the SCHEDULE hereto.

- 24.2 Any notice to any party shall be addressed to it at its *domicilium* aforesaid and either sent by prepaid registered post or delivered by hand or transmitted by telefax or email. In the case of any notice:

- 24.2.1 sent by prepaid registered post, it shall be deemed to have been received, unless the contrary is proved, on the fourth business day after posting;

24.2.2 delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided that such date is a business day or otherwise on the next following business day.

24.3 Where, in terms of this Agreement any communication is required to be in writing, the term "writing" shall include communications by telefax or e-mail. Communications by telefax or e-mail shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 4 (four) hours after the time of transmission.

25. **SALE AND LETTING OF UNITS**

The Seller and Purchaser hereby agree and undertake that they shall not at any time prevent or oppose the sale or letting by either of them of any Unit or portion thereof owned by them respectively. It is recorded and agreed for convenience and in the interest of the security of the Development that the Seller may appoint, at its discretion, letting agent/s to act on behalf of Purchasers in securing tenants for the Property. This appointment will not restrict a Purchaser personally marketing and securing a tenant.

26. **JOINT AND SEVERAL**

In the event of there being two or more Purchaser's the liability of the Purchaser's shall be joint and several and "*in solidum*".

27. **CO-OPERATION**

Each of the parties hereby undertakes to:

27.1 sign and/or execute all such documents (and without limiting the generality of the foregoing, same shall include the execution of the necessary power of attorney, transfer duty declaration and personal affidavits);

27.2 pass and to procure the passing of all resolutions of directors or shareholders or members of any company, close corporation or trustees of any trust;

to the extent that the same may lie within such party's power and may be required to give effect to the import or intent of this Agreement, or any contract concluded pursuant to the provisions of this Agreement.

30. **INSURANCE**

The Purchaser:

30.1 shall not do or omit to do anything to keep in or on the Unit anything to allow anything to be done or kept in or on the Unit which in terms of any fire insurance policy held from time to time by the Seller and/or Body Corporate in respect of the building and/or the Unit may not be done or kept therein, or which may render the policy(ies) void or voidable and the Purchaser shall comply in all respects with the terms of any such policy(ies) provided that if any premiums payable in respect of any such policy(ies) is increased as a result of the Purchaser, his tenant or any occupier not complying with the aforesaid provisions; and without prejudice to any other rights which the Seller and/or Body Corporate may have as a result of that breach, the Purchaser shall on demand refund to the Seller and/or the Body Corporate the amount of that additional premium.

30.2 shall familiarise himself with the Seller's / Body Corporate's policy of insurance.

31. **DIRECT MARKETING AND COOLING OFF PERIOD**

The Purchaser, in the event of having concluded this agreement as a result of direct marketing as defined in the provisions of the Consumer Protection Act no. 68 of 2008, confirms that he/she/it has been informed of his "cooling off" rights as provided for in Section 16 read with Section 20 (2) (a) of the aforementioned Act; to rescind this transaction, without reason or penalty, within 5 (five) business days of the date specified in the aforementioned Act as read with the regulations of the aforementioned Act.

32. **SERVITUDES**

The Purchaser shall accept transfer of the Unit subject to all conditions and servitudes benefiting or burdening the Unit and the Land whether existing or hereafter imposed by the Seller and the relevant authorities when approving the Sectional Title Scheme.

SIGNED AT _____ ON THIS _____ 2018.

AS WITNESSES:

1. _____

2. _____

For Purchaser who warrants he/she/it
is duly authorised

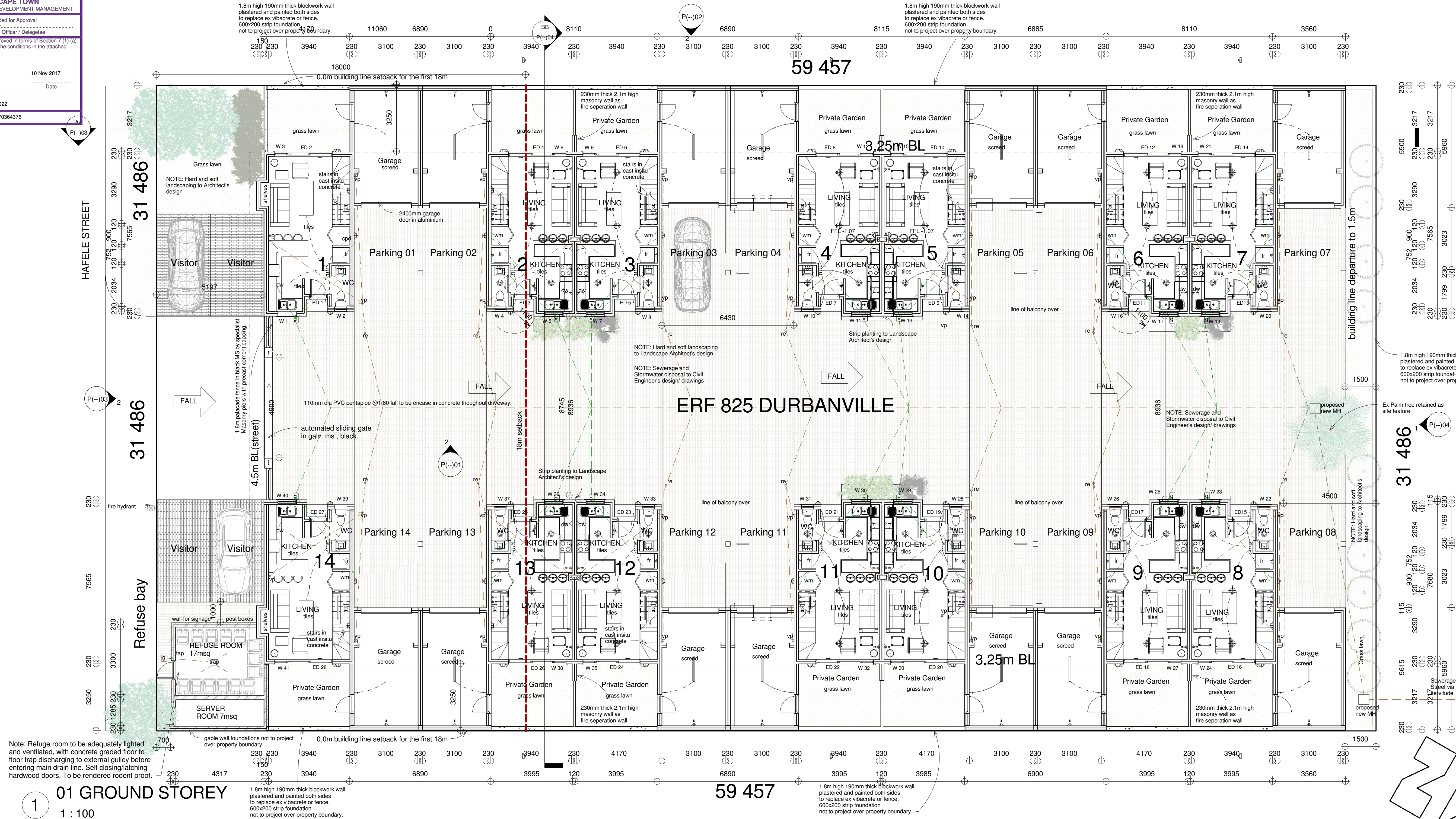
ACCEPTED AT _____ ON THIS _____ 2018.

AS WITNESSES:

1. _____

2. _____

For Seller who warrants he/she/it
is duly authorised



UNIT AREAS

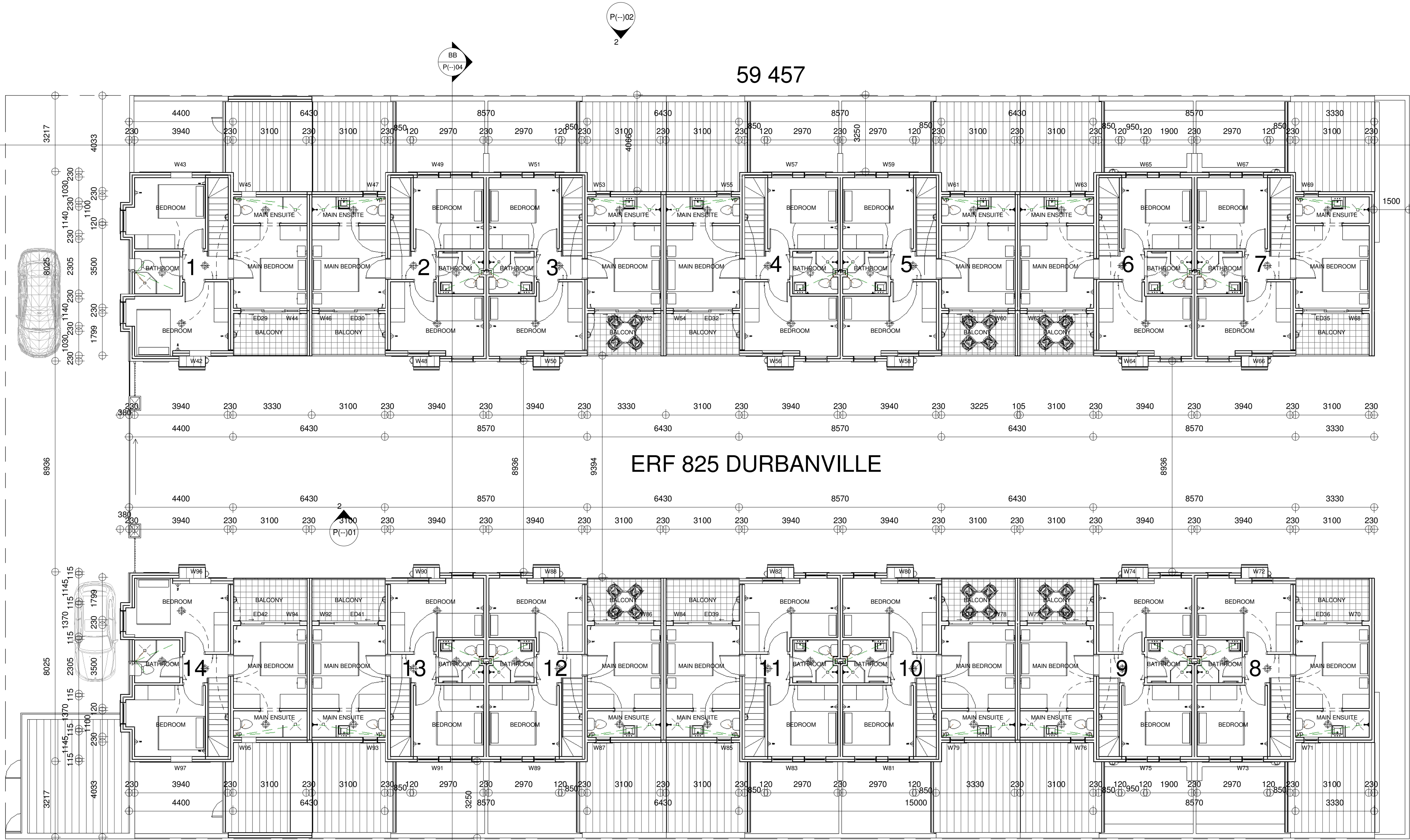
14x 3 BED UNITS:
GROUND FLOOR =34msq
FIRST FLOOR =51msq
BALCONY =6msq
TOTAL UNIT =85msq
GARAGE =20msq

BULK

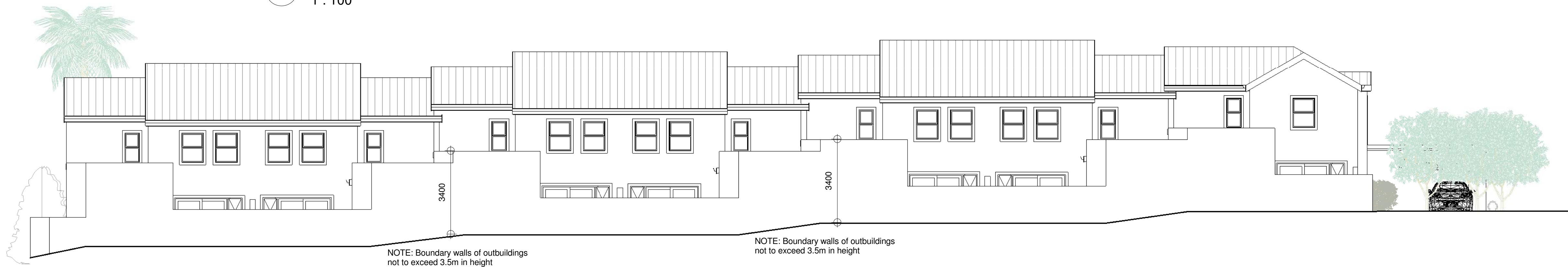
SITE =1872msq
TOTAL BULK =1476msq
BULK =0.79
FOOTPRINT = 959msq
=51% coverage

PARKING

14 townhouses
required quota=1.75 per unit
therefore 24 bays required+ 4 visitor bays
14 exclusive bays+4 visitors bays
=18 achieved



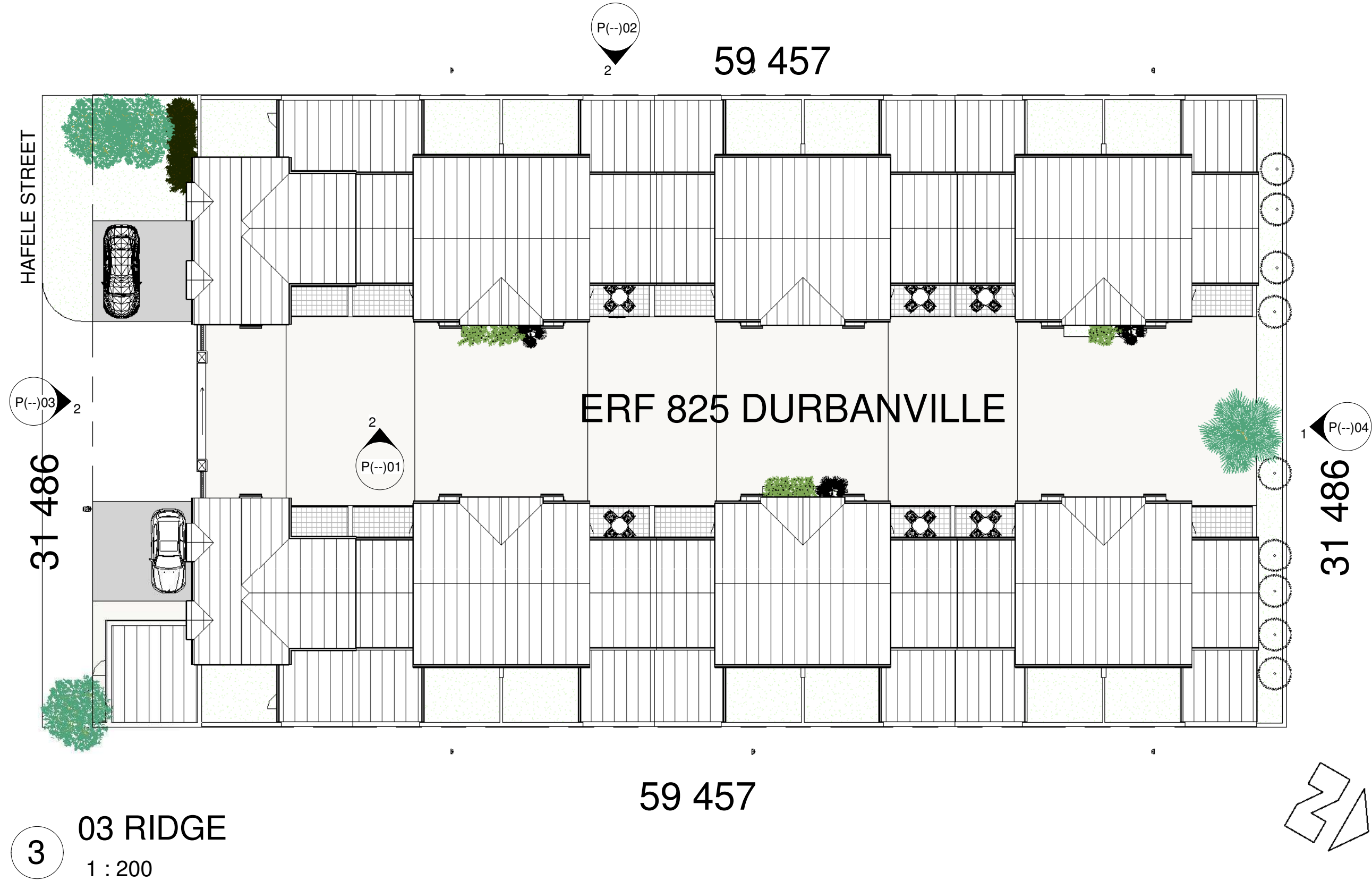
1 02 FIRST STOREY
1 : 100



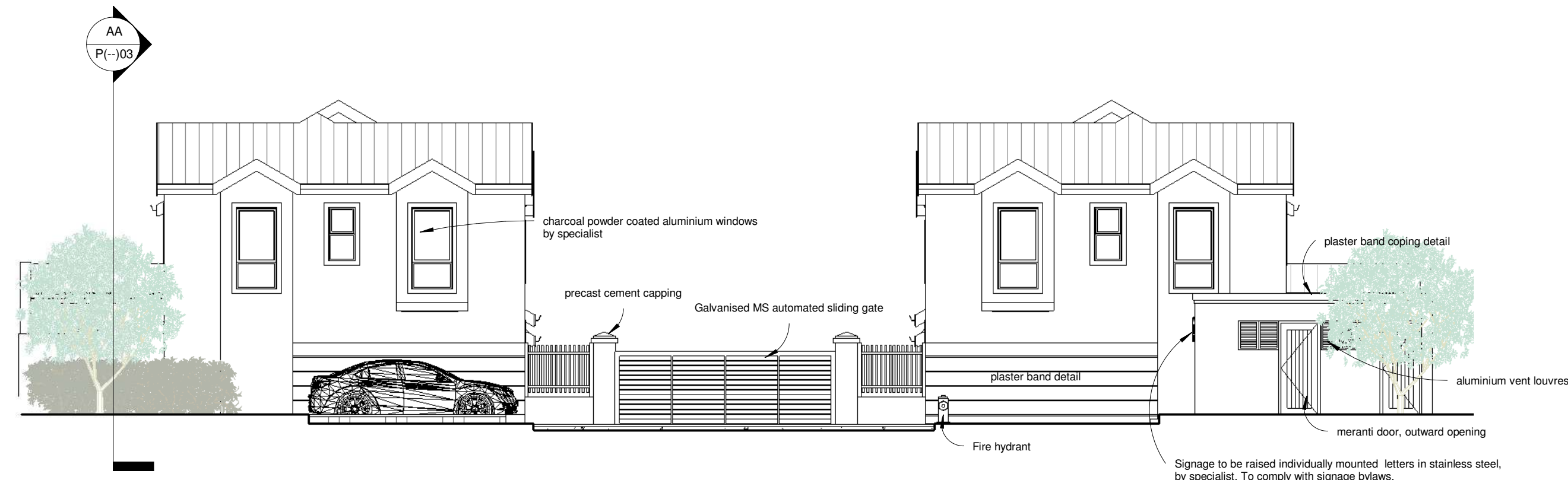
2 WEST
1 : 100



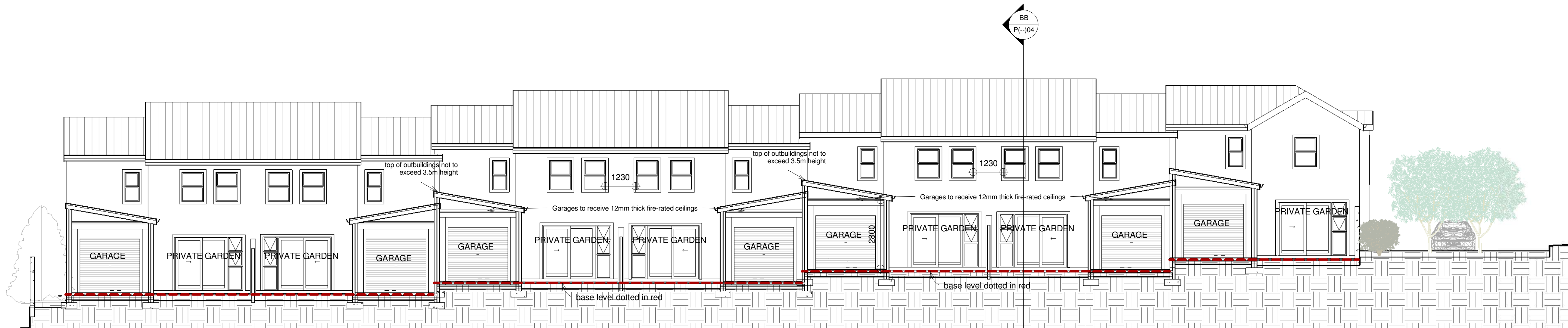
6 3D VIEW of DEVELOPMENT



3 03 RIDGE
1 : 200



2 SOUTH
1 : 100



AA SECTION AA
1 : 100

CITY OF CAPE TOWN

PLANNING & BUILDING DEVELOPMENT MANAGEMENT

Recommended for Approval

Building Control Officer / Delegates

This application has been approved in terms of Section 7 (1) (a) of Act 103 of 1977, subject to the conditions in the attached letter of approval.

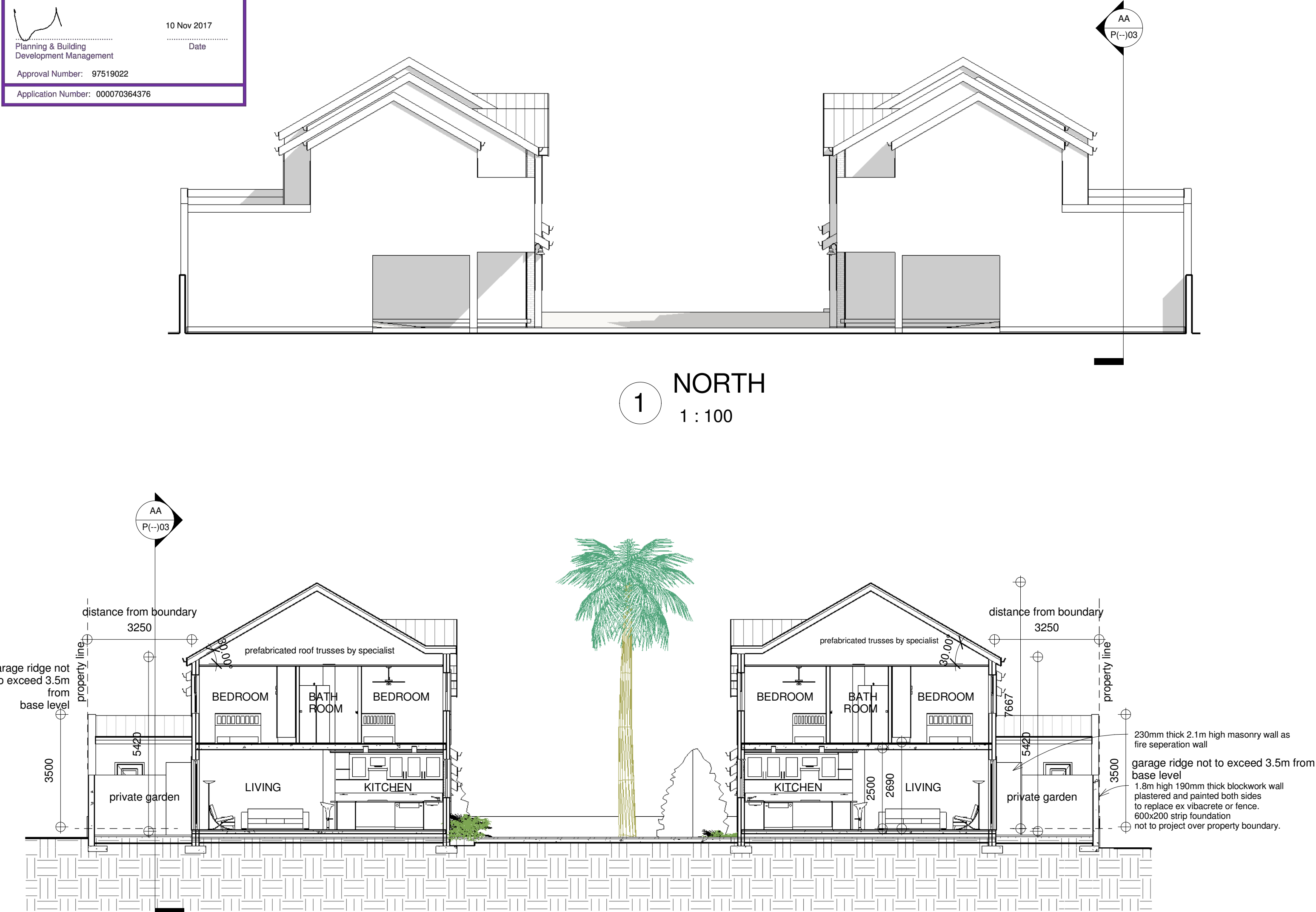
Planning & Building Development Management

Approval Number: 97519022

Application Number: 000070364376

10 Nov 2017

Date



SPECIFICATION:

- DOUBLE-PITCHED ROOFS:
- Roof pitch @ 30 degrees. Charcoal colour Safintra standing seam metal roof sheeting on 76x50mm purlins at max 1200mm c/c's on Radientshield Glimessential underlay on 150X50mm rafters 760mm c/c's to structural engineer's design, anchored to 115x38mm wallplates by GH straps built min. 600mm deep into brickwork.
- Provide adequate wind bracing.
- Chromadeck flashing to be installed at parapet edges under roof finish, dressed up and cut into brickwork. Acrylic waterproofing paint onto reinforced membrane to be used as cover flashing, colour to match roof finish.
- NON-PITCHED ROOFS:
- Roof pitch @ 10 degrees. Charcoal colour Safintra standing seam metal roof sheeting on 76x50mm purlins at max 1200mm c/c's on Radientshield Glimessential underlay on 230X50mm rafters 760mm c/c's to structural engineer's design, anchored to 115x38mm wallplates by GH straps built min. 600mm deep into brickwork.
- Provide adequate wind bracing.
- BALCONIES:
- Selected tiles starting min 50mm below base of sliding door (weatherstep) laid to falls on Derbium torch-on waterproofing membrane on min 30mm thick smooth screed on cast insitu concrete slab. Ensure one brick as upstand verge to balcony edges to contain rainwater.
- 20mm pvc pipe as rainwater spout at corner to project 20mm past facade edge. No screws or bolts that can rust to be used in balustrade side-fixing to facade.
- BALUSTRADES:
- 1M high stainless steel tubing balustrades spaced 100mm apart.
- CEILINGS:
- Skimmed and painted rhinoboard ceilings to be fixed to underside of rafters/ concrete by 38x38 timber battens @450mm c/c. Ensure 100mm void for LED downlights & adequate SABS insulation: 100mm Isotherm. Ceilings to be painted with SABRE.
- Roof assemblies to comply with Table 8 of Sars 10400 XA, providing a min R Value of 3.37.
- Provide DAS O15 fancy cornice to all ceilings to ensure sealing of voids.
- All garages to receive 12mm thick fire-rated plasterboard ceilings.
- WALLS:
- 230mm cavity walls in clay maxi NFx bricks on 75x250mm 25mpa foundations. Cavity walls to have min. 5 butterfly ties per m² embedded 75mm into brick joints. Bricks shall be laid on a solid mortar bed and raised uniformly. Internal non-loadbearing walls in 30mm clay maxi bricks, loadbearing walls in 230mm clay maxi bricks on slab thickening of 75x250mm. All cavities to be kept clean at all times. Allow weepholes at 600mm c/c's. Plinth walls to have infilled cavities and brickface every second course.
- 150mm thick, 1.8m high concrete blockwork boundary walls, plastered and painted. Non projecting foundations. Garage walls to be plastered and painted internally.
- FLOORS:
- Ground floor coverings as per plan on 30mm cement screed on 100mm floated concrete slab on 250 micron DPM on well-compacted fill. First floor coverings as per plan on 30mm cement screed on 200mm precast concrete decking by specialist to span between loadbearing walls.
- WINDOWS & DOORS:
- All new powder coated charcoal grey aluminium (Veco VP7107) All windows to be min. 10% of floor area with 5% operable. All sealing around windows and doors in black Dow Corning 813 sealer. All openings to be measured on site prior to fabrication. All windows and doors to arrive in protective tape and plastic.
- External window sills plastered with fall, internal plastered flat.
- External doorframes that aren't aluminium to be hardwood, painted. Internal doorframes to be hardwood, painted.
- GLAZING:
- All glazing to comply with part 4 of SANS 10400. All glazed areas exceeding 1 m² or less than 500mm above FFL to be safety glazing. Frosted glass wherever indicated on elevation.
- All external glazed elements to satisfy SANS 10400XA and Sars 204, as per Architect's rational design and values.
- HOT WATER SUPPLY
- Geyser to receive 50% source of heat from alternative source (heat pump).
- Provide geyser with approved geyser blanket.
- Hot water pipes to be lagged with appropriate insulation with a min R-value of 1
- Wherever possible, length of pipe runs are to be minimised.
- Geyser 400kpa 150 Kwikt; Heatpump 3.2kw Kwikt.
- COLD WATER RETICULATION
- 15mm water meter installed at erf boundary to connect water mains.
- All tubing underground, in concrete, in walls and roof cavity to be SANS 10400 approved polycop or similar. All fittings and couplings SANS 10400 approved.
- Pressure regulation valve installed on main water inlet to ensure no overpressurisation of geyser.
- LINTELS:
- Precast lintels over all openings up to 3M, otherwise concrete beams to Engineer's spec. Lintels to have min. 3 courses of brickwork with brickforce at every course over. Lintels to be laid to manufacturer's spec.
- PAINT:
- All painted surfaces to be completed as per approved SABRE paint specification.
- RAINWATER GOODS:
- Charcoal seamless aluminium gutters with PVC downpipes in colour to match walls. 230mm Nutec fascias in charcoal coloured paint.
- PAVING:
- All roadways to be in cement cobbles mixed natural colour. Parking bays demarcated in charcoal cobbles.
- STAIRS:
- Cast insitu concrete staircase to Engineer's spec.
- Timber treads and risers as finish.
- Min 2100mm headheight at any given tread landing.
- DRAINAGE:
- Drain pipes to be 110mm PVC pentapipe protected in accordance with Part P24 of SABS 0400 where needed.
- Head of drain line and branch line exceeding 6M to be vented.
- Rodding eyes to occur at changes of gradient.
- GENERAL:
- Light switches to be 1.2M above FFL. Ground FFL to be min. 230mm above cover level of municipal sewer connection. DPC around all external windows and doors. Stepped DPC to all cavity walls and min. 150mm above NGL. No part of building to project past boundary lines.
- PLUMBING:
- All water supply piping to be to SANS 10400 requirements.
- All waste pipes to be PVC to SANS 10400 requirements.
- All plumbing to comply with local authority requirements.
- Washing machine/dishwasher points include a 40 mm trapped PVC waste and male copper connector cold water supply.
- Sanitary ware to be as follows, or similar approved and set out as per the Architects drawings:
- Wash hand basins with leading vanity to be installed where shown on Architects drawings, with click waste. WCs to consist of closed coupled WC pan, and chrome plated angle valve.
- Brassware to be Isca Cetus range. Sinks to be 'Frankie Quinine', with single lever mixer and strainer plugs.
- Clear silicone to run under sink, and to be neatly removed from counter top.
- Shower to have clear glass, framed pivot shower doors powder coated to architects specs.
- One brass 22mm garden tap to be provided at enclosed yard and refuse room.
- All rodding eye covers and stopcock boxes, etc. to be encased in concrete.
- Each unit water consumption to be metered separately with wireless water meter. On site central SCADA unit will consolidate data and sent it to Managing Agent for invoicing purposes.
- Solar Geyser to be installed with a minimum capacity of 150L.
- Solar panels to be installed on the roof (preferably on flat roof portion, north facing tilted, no shadowing for 12h of daylight, at x degrees to maximize thermo-cycling process, geyser located next to solar panels as per supplier installation manual).
- Geyser/water display with WIFI and Apps to be installed in each unit.
- Each water pipe installed in the dedicated shaft from the main connection to Roof Installation should be saddled against metal mesh cable tray mounted against shaft plastered inner wall.
- Each water pipe provided to and from Solar Geysers installed on the roof should be done via a waterproofed distribution box installed on the roof right above the shaft outlet.
- The base of the distribution box to be waterproofed to avoid any water penetration into the shaft. Specific details to be provided by the Solar Geyser Company and Plumber.
- Hot water pipe to be thermal insulated to reduce temperature drop to each unit hot water supply.
- Solar Geyser should be installed in such way to allow efficient thermost-typhon and prevent any visual impact of the geyser installation from street level.
- Geyser dip tray and overflow pipe to be routed via gutter.
- ACCESS CONTROL:
- Vehicular and pedestrian access control will be in the form of cell phone or tag or remote operated gates and booms.
- Vehicular Visitors access will be via a Mircom type system. An entry point to be provided for vehicles to contact tenants via the Intercom/ Access Control system, with tenants having to respond either directly from the units over the video capable intercom system or via an external connection like a cell-phone, as part of more advanced options available to the Intercom/Access Control system.
- Cameras to be placed outside by gate, to provide video footage of cars to the intercom of a tenant, plus a separate camera feed from a pedestrian gate to the intercom of the tenants.
- An alternative wide angle camera to be placed in view of the outside area to provide tenants an alternative view, other than the view of the vehicles or pedestrians access points, to provide additional security against possible lurkers that may be positioned outside of those main camera views.
- The owner / tenant will be responsible for their own intrusion alarm system to residential units. These alarm systems are not controlled by us in any way and there is no link back required to the technology control rooms. These installations are typically done inside a unit to the tenants specifications and do not rely on any pre-provisioned cabling or wiring.
- If electrical fence is installed to protect the perimeter of the complex, it has to be fitted with an alarm that we will integrate with, in order to track signals for breaches, so that we can route according to the safety requirements that may be dictated by the tenants or the managing agent.
- General CCTV cameras will be mounted on the public and/or perimeter areas of the complex to monitor and record all public movement, for security reasons or post incident inspection. These cameras will be mounted on galvanized steel poles, bolted to the ground or set in concrete base at least 1metre below surface level. Exposed height of poles are approximately 4m high, to avoid tampering and each of these will require a 250mm conduit to be submerged below the ground level (gaving or otherwise) and will terminate in the Technology Control Room(s). Recording of CCTV footage will be done to a NVR inside the Technology Control Room, which can also produce a secondary stream in the event that an on-site security guard is employed, or alternatively to an offsite monitoring service or even provide remote access to the managing agent, should the requirements be as such. CCTV NVR is on UPS to maintain monitoring, recording and remote access for a limited period during power failures, typically at least 2 hours, which can be increased with the additional of extended battery packs.
- JOINEY:
- Upstairs to be below all worktops as shown on the Architects drawings, except where provision has been made for appliances or breakfast counters.
- Edges of all wall units between tiles and/or walls are to be sealed with silicone, colour to be as architects specs.
- Kitchen and Bedroom cupboards are melamine with 2mm impact edging. Kitchen as per selection from the supplier's standard colour range, bedroom built in cupboards to be white melamine.
- Kitchen cupboard counter tops to have a Rustenburg Granite PC amount of R2000m², 30mm profile, infill pieces may be included in approved positions with approved fixing detail.
- Broom cupboards, if provided, are to be 2.1 m high with broom holder.
- A minimum of four drawers per kitchen. All door hinges to be 100 degree 'Ferrari' clip hinges or similar and approved. Under counter electric oven, gas hob and extractor to be fitted with a PC allowance of R6500 per flat and R7500 per flat. 1 x 9kg gas cylinder per gas hob installed and certified under kitchen counter.
- All screws to be capped.
- ELECTRICAL:
- Each unit will be individually metered with a prepaid meter as per local authority requirements. Apartment DBs are rated at 60A single phase power.
- All bathrooms to be fitted with mechanical extraction fans ducted to the exterior of the building, with 10 min timer.
- All internal light points to passage, bedroom and walk in closet areas to be 600mm cord and bayonet fitting with globe. A PC amount of R 210 Ex VAT per light fitting for kitchen fittings, lounge fittings and bathroom fittings.
- One light point per room will be provided.
- Position and number of plug points, lights, switches, telephone and TV outlets as per Architect drawings. All fittings to be from the Clipsal 2000 range. Dedicated power to be provided to the Technology Control Room.
- DSTV & internet termination box (4x4) to be provided in Living Room behind or close to most likely TV position.
- Cipisal Facaplate to allow for DSTV decoder connection (F-type) as well as CAT6 data point for internet.
- Intercom & Telephone termination box (4x4) to be provided in accessible area close to Kitchen. Cipisal Facaplate to allow for CAT6 data point for intercom as well as RJ11 telephone point.
- Plug points to be 150mm above counter or 300mm above fill. Light switches to be to the height of the internal door handle heights, 1.1m AFFL. Bedrooms: 2 (two) double power points in main bedroom and 1 (one) per bedroom.
- Living room: 2 (Two) double power points and 2 (Two) Television points. Kitchen: 1 (one) double power point above worktop & 1 (one) double power points below work top (Washing machine/Dishwasher/Bathroom: Power will be provided from the light point for extractor fans in the middle units without windows (if and where applicable). Extractor Fan: 1 (One) double power point.
- Fridge: 1 (One) double power point. Garage to have double fluorescent light and a plug point for door motor. Wiring in surface mounted conduits.
- Summary of electrical supply: All balcony lights to be off unit supply.
- All power, lighting and HVAC supplies are metered individually at unit DB's respectively.
- All staircases, landing, and lights to the entrances of the blocks, to be off common photocell controlled supply.
- Stores, refuse rooms and garages, where applicable, to be off permanent common supply.
- Telecommunications reticulation supply to be off permanent common supply. All of the above supplies to be clearly indicated and divided on main meter board in meter room. The design of all installations shall be to the City of Cape Town Electricity Department standards and approval and shall comply in all respects with their requirements and with sars 10400.
- Each floor shall be provided with a DB servicing common areas power and lighting requirements for that floor and individual apartment DB's.
- Conduits and chasing: All wiring in slab screeds and walls shall be in conduits. Conduits to be surface mounted behind counters or cupboards wherever possible. Bosal Conduits to be used for all buried conduits from and to inside each site location. All conduits for provision of DSTV, internet, Intercom and Telephone points to meet with the following minimum requirements: One 25mm conduit to the Kitchen area for Intercom/Telephone. One 25mm conduit to the Living Room for DSTV/Internet.
- All conduits to terminate in the Technology Control Room. All conduits to avoid close proximity of or crossing over electrical wiring. Where any such crossing or close proximity is unavoidable, such conduits must be bosal pipe. All conduits to be pre-fitted with durable draw wire.
- Each PVC and Bosal conduit installed in the dedicated shaft from Centralized Technology Control Room to Roof Installation should be saddled against metal mesh cable tray mounted against shaft plastered inner wall.
- Each electrical / data service provided to equipment installed on the roof including DSTV and Internet dishes should be done via a waterproofed distribution box installed on the roof right above the shaft outlet. The base of the distribution box to be waterproofed to avoid any water penetration into the shaft. Specific details to be provided by the Electrical engineer.
- Dedicated Bosal conduits to be used from Roof Installation area to the Centralized Technology Control Room(s).
- Minimum conduit requirements are 2 x 25mm conduits in continuous run to each control room.
- Any UV exposed conduit on Flat Roof portion should be bosal conduits.
- Bosal conduit on Flat Roof portion should be installed in and strapped to a metal mesh cable tray from Roof Top Distribution Box to each Equipment installed on the roof.
- Metal mesh cable tray to be raised from roof floor level by a minimum of 50mm to allow free rain water circulation and avoid dirt accumulation against metal mesh cable tray edges.
- All such dedicated conduits to be pre-fitted with durable draw wire.
- All such conduits to avoid paths in close proximity of or crossing electrical wiring, unless such conduits are bosal, in which case such crossing should still be kept to a minimum.
- PAINTING:
- Paint specification to be as follows (paint specified is manufactured by Plascon or similar approved), 3 tones Complex Colour scheme to define.
- External Walls: 1 Coat PEM 800 (Professional Emulsion), 2 Coats PEM 900 (Super Acrylic).
- Facades: 2 Coats Pure Acrylic (PEM1000).
- Exposed Metalwork: 1 coat of Red Oxide water based primer (EMS 18), 2 coats Velvago Internal Walls: 3 Coats PEM 800. Purchasers to choose from developers colour selection.
- Internal Ceilings (underside of concrete slabs): 3 Coats PEM 800 (White). Internal Ceilings (skimmed plasterboard): 2 Coats PEM 800 (White).
- External Ceilings: 2 Coats PEM 800 (White). External and Internal Woodwork (except internal doors and pergolas): 1 Coat Wood primer, 2 coats Velvago Enamel (or architects similar approved).
- Internal doors and Metal doorframes: 1 Coat universal undercoat (UGC 1), 2 Coats Velvago Enamel (or architects similar approved).
- All refuse room walls to be painted with PEM 800 with added fungicide.

COUNCIL SUBMISSION DRAWING ONLY

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New flats at Hafele Street, Erf 825 Durbanville

Scale:

1 : 100

Drawn:

RS

Checked:

RS

Drawing No:

P(-)04

Sign:

ROBERT SCOTT & ARCH

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CITY OF CAPE TOWN PLANNING & BUILDING DEVELOPMENT MANAGEMENT	
Recommended for Approval Building Control Officer / Delegetee	
This application has been approved in terms of Section 7 (1) (a) of Act 103 of 1977, subject to the conditions in the attached letter of approval.	
 Planning & Building Development Management	10 Nov 2017 Date
Approval Number: 97519022	
Application Number: 000070364376	

Regulation XA Compliance Report



Prepared By	Robert Scott Architects
Address	The Business Centre 1 Bridgeway Rd, Century City
Telephone	0767773704

Building Details	
Project Name	Hafele Unit 2
Building	Unit 2
City	Cape Town
Climate Zone	4 (Temperate coastal)

Occupancy Classification	
Occupancy	H4
Design Hours per Day	24 Hours/Day
Design Days per Week	7 Days/Week

Floor Areas	
Nett Area Floor area excluding garages, car ports and storage areas, also excluding vertical elements ie. internal walls. Typically used for Fenestration calculations.	92.000 m ²
Total Area Floor area excluding garages, car ports and storage areas, also including vertical elements. Typically used for max energy de-mand and consumption calculations.	0.000 m ²
Gross Area Gross floor area including garages, car ports and storage areas. Typically used for Services – Lighting and Power calculations.	85.000 m ²

CITY OF CAPE TOWN

PLANNING & BUILDING DEVELOPMENT MANAGEMENT

Recommended for Approval

Fenestration - Area Calculations

Building Control Officer / Delegetee

This application has been approved in terms of Section 7 (1) (a) of Act 103 of 1977 subject to the conditions set out in the attached letter of approval.

Storey : GROUND STOREY

Window W4 - Aluminium thermal break framing with Single - Clear

Window W5 - Aluminium thermal break framing with Single - Clear

Window W6 - Aluminium thermal break framing with Single - Clear

Door ED3 - Timber with Single - Clear

Door ED4 - Aluminium thermal break framing with Single - Low

Total Glazing Area

Application Number: 900070364376

Nett Floor Area

15% Glazing Limit

1.200

1.200

2.100

1.000

2.100

0.600

0.900

0.600

0.800

2.100

0.720 m²

1.080 m²

1.260 m²

0.800 m²

4.410 m²

8.270 m²

46.000 m²

Performance Calculations

18 %

Storey : FIRST STOREY

Description	Height	Width	Area	%
Window W46 - Aluminium thermal break framing with Single - Clear	1.800	0.600	1.080 m²	
Window W47 - Aluminium thermal break framing with Single - Clear	1.200	0.600	0.720 m²	
Window W48 - Aluminium thermal break framing with Single - Clear	1.200	0.900	1.080 m²	
Window W48B - Aluminium thermal break framing with Single - Clear	1.200	0.900	1.080 m²	
Window W49 - Aluminium thermal break framing with Single - Clear	1.200	0.900	1.080 m²	
Window W49B - Aluminium thermal break framing with Single - Clear	1.200	0.900	1.080 m²	
Door ED30 - Aluminium thermal break framing with Single - Low	2.100	1.800	3.780 m²	
Total Glazing Area			9.900 m²	
Nett Floor Area			46.000 m²	
15% Glazing Limit			Performance Calculations	22 %

CITY OF CAPE TOWN

PLANNING & BUILDING DEVELOPMENT MANAGEMENT

Recommended for Approval

Fenestration - Natural Environment Control

Building Control Officer / Delegetee

This application has been approved in terms of Section 7 (1) (a) of Act 103 of 1977, subject to the conditions in the attached letter of approval.

Storey: GROUND STOREY

10 Nov 2017

Date

Application Number: 000070364376

Window W4 - Aluminium thermal break framing with Single - Clear

Window W5 - Aluminium thermal break framing with Single - Clear

Window W6 - Aluminium thermal break framing with Single - Clear

Door ED3 - Timber with Single - Clear

Door ED4 - Aluminium thermal break framing with Single - Low

Total Glazing Area

Aggregate Element Value

Allowable Values

Natural Environment Control

Description	Height	Width	Area	Shad- ing %	G (m)	P	H	PH	U	SHGC	E	A*CU	A*S*E
Window W4 - Aluminium thermal break framing with Single - Clear	1.200	0.600	0.720 m ²	0	0.000	0.135	1.200	0.113	5.600	0.770	0.740	4.032	0.410
Window W5 - Aluminium thermal break framing with Single - Clear	1.200	0.900	1.080 m ²	0	0.000	0.135	1.200	0.113	5.600	0.770	0.740	6.048	0.615
Window W6 - Aluminium thermal break framing with Single - Clear	2.100	0.600	1.260 m ²	0	0.000	0.135	2.100	0.064	5.600	0.770	1.130	7.056	1.096
Door ED3 - Timber with Single - Clear	1.000	0.800	0.800 m ²	0	0.000	0.715	1.000	0.715	5.600	0.770	0.420	4.480	0.259
Door ED4 - Aluminium thermal break framing with Single - Low	2.100	2.100	4.410 m ²	0	0.000	0.135	2.100	0.064	4.060	0.630	1.130	17.905	3.139
Total Glazing Area			8.270 m ²									39.521	5.520
Aggregate Element Value												39.521	5.520
Allowable Values												64.400	5.980
Natural Environment Control												COM-PLIANT	COM-PLIANT

Storey : FIRST STOREY

Description	Height	Width	Area	Shad- ing %	G (m)	P	H	PH	U	SHGC	E	A*CU	A*S*E
Window W46 - Aluminium thermal break framing with Single - Clear	1.800	0.600	1.080 m ²	0	0.360	0.280	2.160	0.130	5.600	0.770	0.740	6.048	0.615
Window W47 - Aluminium thermal break framing with Single - Clear	1.200	0.600	0.720 m ²	0	0.260	0.280	1.460	0.192	5.600	0.770	0.970	4.032	0.538
Window W48 - Aluminium thermal break framing with Single - Clear	1.200	0.900	1.080 m ²	0	0.175	0.315	1.375	0.229	5.600	0.770	0.650	6.048	0.541
Window W48B - Aluminium thermal break framing with Single - Clear	1.200	0.900	1.080 m ²	0	0.175	0.315	1.375	0.229	5.600	0.770	0.650	6.048	0.541
Window W49 - Aluminium thermal break framing with Single - Clear	1.200	0.900	1.080 m ²	0	0.260	0.280	1.460	0.192	5.600	0.770	0.970	6.048	0.807
Window W49B - Aluminium thermal break framing with Single - Clear	1.200	0.900	1.080 m ²	0	0.260	0.280	1.460	0.192	5.600	0.770	0.970	6.048	0.807
Door ED30 - Aluminium thermal break framing with Single - Low	2.100	1.800	3.780 m ²	0	0.360	0.280	2.460	0.114	4.060	0.630	0.740	15.347	1.762
Total Glazing Area			9.900 m ²									49.619	5.610
Aggregate Element Value												49.619	5.610
Allowable Values												64.400	5.980
Natural Environment Control												COM-PLIANT	COM-PLIANT

CITY OF CAPE TOWN PLANNING & BUILDING DEVELOPMENT MANAGEMENT	
Recommended for Approval Building Control Officer / Delegetee	
This application has been approved in terms of Section 7 (1) (a) of Act 103 of 1977, subject to the conditions in the attached letter of approval.	
 Planning & Building Development Management	10 Nov 2017 Date
Approval Number: 97519022	
Application Number: 000070364376	

Regulation XA Compliance Report



Prepared By	Robert Scott Architects
Address	The Business Centre 1 Bridgeway Rd, Century City
Telephone	0767773704

Building Details	
Project Name	Hafele Unit 2
Building	Unit 13
City	Cape Town
Climate Zone	4 (Temperate coastal)

Occupancy Classification	
Occupancy	H4
Design Hours per Day	24 Hours/Day
Design Days per Week	7 Days/Week

Floor Areas	
Nett Area Floor area excluding garages, car ports and storage areas, also excluding vertical elements ie. internal walls. Typically used for Fenestration calculations.	92.000 m ²
Total Area Floor area excluding garages, car ports and storage areas, also including vertical elements. Typically used for max energy de-mand and consumption calculations.	0.000 m ²
Gross Area Gross floor area including garages, car ports and storage areas. Typically used for Services – Lighting and Power calculations.	85.000 m ²

CITY OF CAPE TOWN

PLANNING & BUILDING DEVELOPMENT MANAGEMENT

Recommended for Approval

Fenestration - Area Calculations

Building Control Officer / Delegetee

This application has been approved in terms of Section 7 (1) (a) of Act 103 of 1994 subject to the conditions set out in the attached letter of approval.

Storey - GROUND STOREY

Application Number: 900070364376

Approval Date: 2022-07-19

Planning & Building Development Management

Page

Description	Height	Width	Area	%
Window W4 - Aluminium thermal break framing with Single - Clear	1.200	0.600	0.720 m²	
Window W5 - Aluminium thermal break framing with Single - Clear	1.200	0.900	1.080 m²	
Window W6 - Aluminium thermal break framing with Single - Clear	2.100	0.600	1.260 m²	
Door ED3 - Timber with Single - Clear	1.000	0.000	0.000 m²	
Door ED4 - Aluminium with Single - Clear	2.100	2.100	4.410 m²	
Total Glazing Area			7.470 m²	
Nett Floor Area			46.000 m²	
15% Glazing Limit			Performance Calculations	16 %

Storey : FIRST STOREY

Description	Height	Width	Area	%
Window W46 - Aluminium thermal break framing with Single - Low	1.800	0.600	1.080 m²	
Window W47 - Aluminium thermal break framing with Single - Low	1.200	0.600	0.720 m²	
Window W48 - Aluminium thermal break framing with Single - Low	1.200	0.900	1.080 m²	
Window W48B - Aluminium thermal break framing with Single - Low	1.200	0.900	1.080 m²	
Window W49 - Aluminium thermal break framing with Single - Low	1.200	0.900	1.080 m²	
Window W49B - Aluminium thermal break framing with Single - Low	1.200	0.900	1.080 m²	
Door ED30 - Aluminium thermal break framing with Single - Low	2.100	1.800	3.780 m²	
Total Glazing Area			9.900 m²	
Nett Floor Area			46.000 m²	
15% Glazing Limit			Performance Calculations	22 %

CITY OF CAPE TOWN
PLANNING & BUILDING DEVELOPMENT MANAGEMENT

Recommended for Approval

Fenestration - Natural Environment Control

Building Control Officer / Delegetee

This application has been approved in terms of Section 7 (1) (a) of Act 103 of 1977, subject to the conditions in the attached letter of approval.

Storey: GROUND STOREY

10 Nov 2017
Date

Application Number: 000070364376

Window W4 - Aluminium thermal break framing with Single - Clear

Window W5 - Aluminium thermal break framing with Single - Clear

Window W6 - Aluminium thermal break framing with Single - Clear

Door ED3 - Timber with Single - Clear

Door ED4 - Aluminium with Single - Clear

Total Glazing Area

Aggregate Element Value

Allowable Values

Natural Environment Control

Description	Height	Width	Area	Shad- ing %	G (m)	P	H	PH	U	SHGC	E	A*CU	A*S*E
Window W4 - Aluminium thermal break framing with Single - Clear	1.200	0.600	0.720 m²	0	0.000	0.135	1.200	0.113	5.600	0.770	1.040	4.032	0.577
Window W5 - Aluminium thermal break framing with Single - Clear	1.200	0.900	1.080 m²	0	0.000	0.135	1.200	0.113	5.600	0.770	1.040	6.048	0.865
Window W6 - Aluminium thermal break framing with Single - Clear	2.100	0.600	1.260 m²	0	0.000	0.135	2.100	0.064	5.600	0.770	0.780	7.056	0.757
Door ED3 - Timber with Single - Clear	1.000	0.000	0.000 m²	0	0.000	0.715	1.000	0.715	5.600	0.770	0.450	0.000	0.000
Door ED4 - Aluminium with Single - Clear	2.100	2.100	4.410 m²	0	0.000	0.135	2.100	0.064	7.900	0.810	0.780	34.839	2.786
Total Glazing Area			7.470 m²									51.975	4.984
Aggregate Element Value												51.975	4.984
Allowable Values												64.400	5.980
Natural Environment Control												COM-PLIANT	COM-PLIANT

Storey : FIRST STOREY

Description	Height	Width	Area	Shad- ing %	G (m)	P	H	PH	U	SHGC	E	A*CU	A*S*E
Window W46 - Aluminium thermal break framing with Single - Low	1.800	0.600	1.080 m²	0	0.360	0.280	2.160	0.130	4.060	0.630	1.040	4.385	0.708
Window W47 - Aluminium thermal break framing with Single - Low	1.200	0.600	0.720 m²	0	0.260	0.280	1.460	0.192	4.060	0.630	0.690	2.923	0.313
Window W48 - Aluminium thermal break framing with Single - Low	1.200	0.900	1.080 m²	0	0.175	0.315	1.375	0.229	4.060	0.630	0.910	4.385	0.619
Window W48B - Aluminium thermal break framing with Single - Low	1.200	0.900	1.080 m²	0	0.175	0.315	1.375	0.229	4.060	0.630	0.910	4.385	0.619
Window W49 - Aluminium thermal break framing with Single - Low	1.200	0.900	1.080 m²	0	0.260	0.280	1.460	0.192	4.060	0.630	0.690	4.385	0.469
Window W49B - Aluminium thermal break framing with Single - Low	1.200	0.900	1.080 m²	0	0.260	0.280	1.460	0.192	4.060	0.630	0.690	4.385	0.469
Door ED30 - Aluminium thermal break framing with Single - Low	2.100	1.800	3.780 m²	0	0.360	0.280	2.460	0.114	4.060	0.630	1.040	15.347	2.477
Total Glazing Area			9.900 m²									40.194	5.675
Aggregate Element Value												40.194	5.675
Allowable Values												64.400	5.980
Natural Environment Control												COM-PLIANT	COM-PLIANT

VAN DER MERWE & ROBERTSON INC.

Dear Sir

LETTER OF SATISFACTION

PROPERTY: SECTION ____AND YARD ____LA CLEMENCE, DURBANVILLE

I, the undersigned,

Confirm that the improvements on the above sections have been completed to my satisfaction and are in accordance with Offer to Purchase dated _____.
You are therefore authorised to make the final payment.

Yours faithfully

DATE:_____

AGREEMENT

I/We the undersigned

And

**do hereby agree, notwithstanding the provisions of Clause _____ in Agreement of Sale dated
_____/_____/_____ between**

(Purchasers)

and

**THYME INVESTMENTS 8 CC
Registration Number: 2006/132775/23**

(Seller)

in respect of

_____ LA CLEMENCE (Property)

that the brokerage payable to _____

shall be the sum of R_____ (_____)incl/excl VAT

Signed at _____ on this _____ Day of _____ 201

Witness _____

SELLER _____

Witness _____

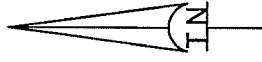
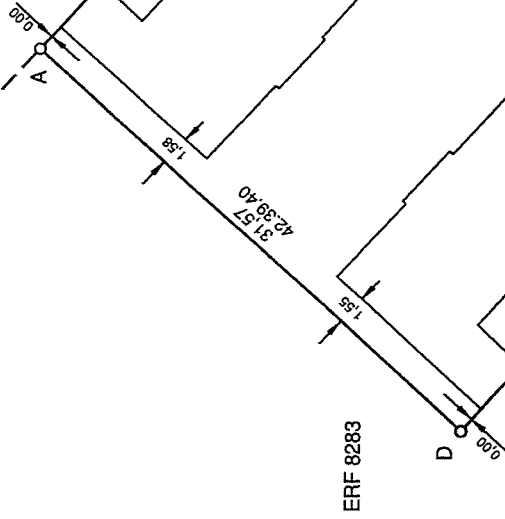
AGENT _____

SECTIONAL PLAN No. SS Registered at Registrar of Deeds Date: A	SHEET 1 OF 7 SHEETS	S.G. No. D 409/2018 Approved  for Surveyor-General Date: 20.11.2018
NAME OF SCHEME : LE CLEMENCE		
DESCRIPTION OF LAND ACCORDING TO DIAGRAM REMAINDER ERF 825 DURBANVILLE Situates in the City of Cape Town Administrative District of the Cape Province of the Western Cape Measuring One thousand eight hundred and sixty eight (1868) square metres		
DIAGRAM No.: S.G. No. 43/1893		
NAME OF LOCAL AUTHORITY : City of Cape Town		
DESCRIPTION OF BUILDINGS : 2 Buildings namely: Building 1, comprising Section No's 1 to 7 Building 2, comprising Section No's 8 to 14 and common property		
CAVEAT IN RESPECT OF THE SCHEME: The developer reserves the right in terms of Section 25 of the Sectional Titles Act No. 95 of 1986 to extend the scheme		
ENCROACHMENTS ON THE LAND : NIL		
FOR EXCLUSIVE USE AREAS : See Sheets 3 and 4		
CERTIFICATE: I, RALPH OWEN MIDDLETON, hereby certify that I have prepared Sheets 1 to 7 inclusive, of this Sectional Plan from survey in accordance with the provisions of the Sectional Titles Act 95 of 1986 and Regulations promulgated thereunder.  Date : 30/07/2018 Signed PROFESSIONAL LAND SURVEYOR Registration No. PLS-0890-D ADDRESS: MIDDLETON GEOMATICS P.O. BOX 3479 TYGER VALLEY 7536		
SURVEY RECORDS : 1350/2018		COMPILATION : BHST - 1413 (M1223)

SHEET 2 OF 7 SHEETS

S.G. No. D 409/2018

Approved

*M. Ndlovu*for Surveyor-General
Date: 20.11.2018

A

NOTES:

1. The figure A B C D represents Erf 825 Durbanville
2. All distances are given in metres.

Middleton Geomatics
P.O. Box 3479
Tyger Valley
7536

R.O. Middleton PLS-0890-D
DATE: 30/07/2018 SIGNED

LÉ CLEMENCE

DRAWING TITLE
BLOCK PLAN

SCALE 1/300

M. Ndlovu

CERTIFIED COPY FOR REGISTRATION
FOR SURVEYOR-GENERAL
DATE 21-11-2018

SHEET 3 OF 7 SHEETS

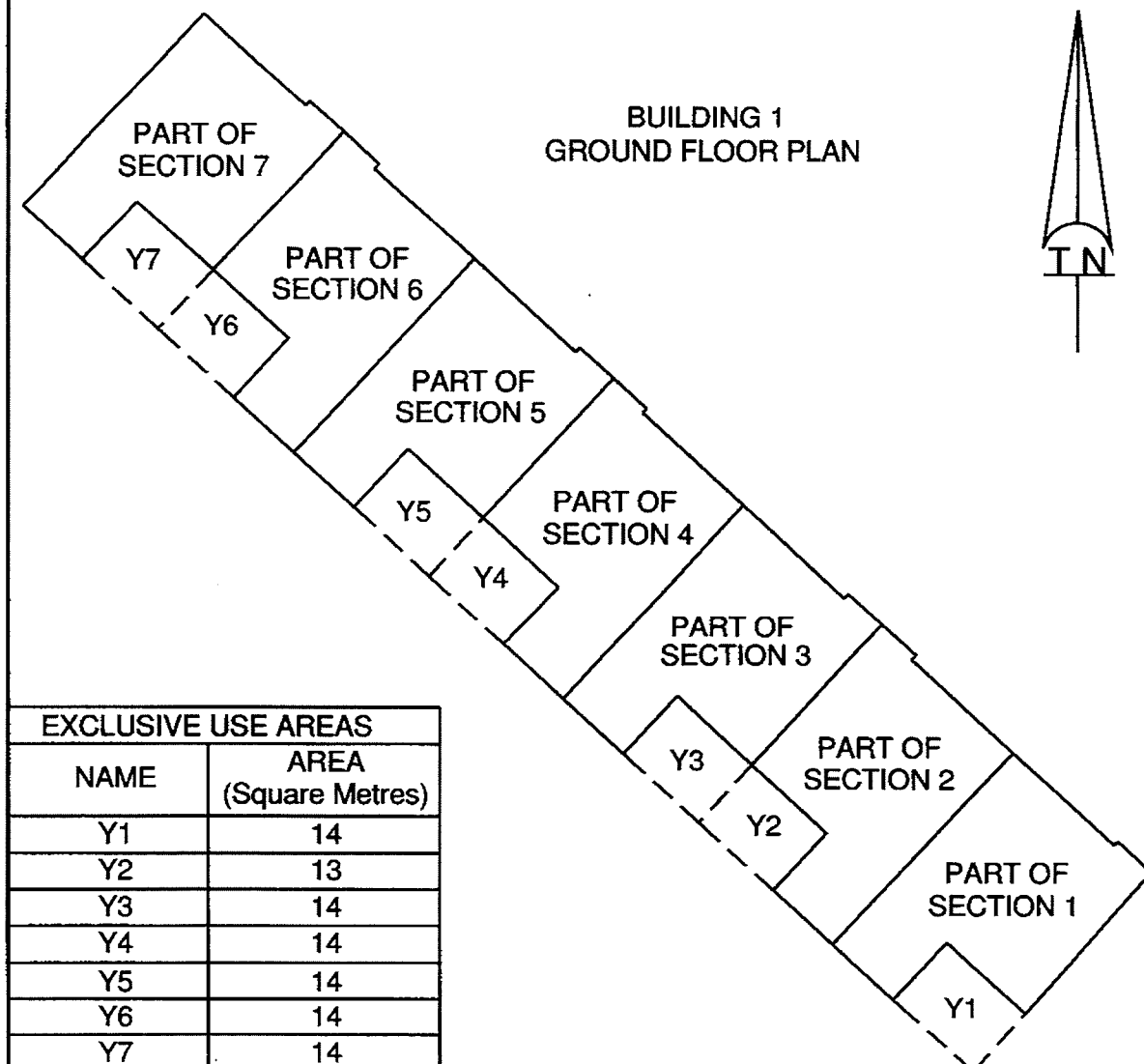
S.G. No. D 409/2018

Approved

for Surveyor-General
Date:

20.11.2018

BUILDING 1 GROUND FLOOR PLAN



EXCLUSIVE USE AREAS

NAME	AREA (Square Metres)
Y1	14
Y2	13
Y3	14
Y4	14
Y5	14
Y6	14
Y7	14

NOTES:

1. Exclusive use areas extend to median line of wall
2. For Participation Quotas see Sheet No. 7
3. Y denotes Yard
4. — — — denotes middle of wall
5. For other Parts of Sections see Sheet 5

A

Middleton Geomatics
P.O. Box 3479
Tyger Valley
7536

R.O. Middleton PLS-0890-D

DATE: 30/07/2018 SIGNED

LE CLEMENCE

DRAWING TITLE

BUILDING 1: Ground Floor Plan
and Layout of EUA'S at Ground Level

SCALE 1/300

82

CERTIFIED COPY FOR REGISTRATION
FOR SURVEYOR-GENERAL *M. J. J. J.*
DATE 21-11-2018

SHEET 4 OF 7 SHEETS

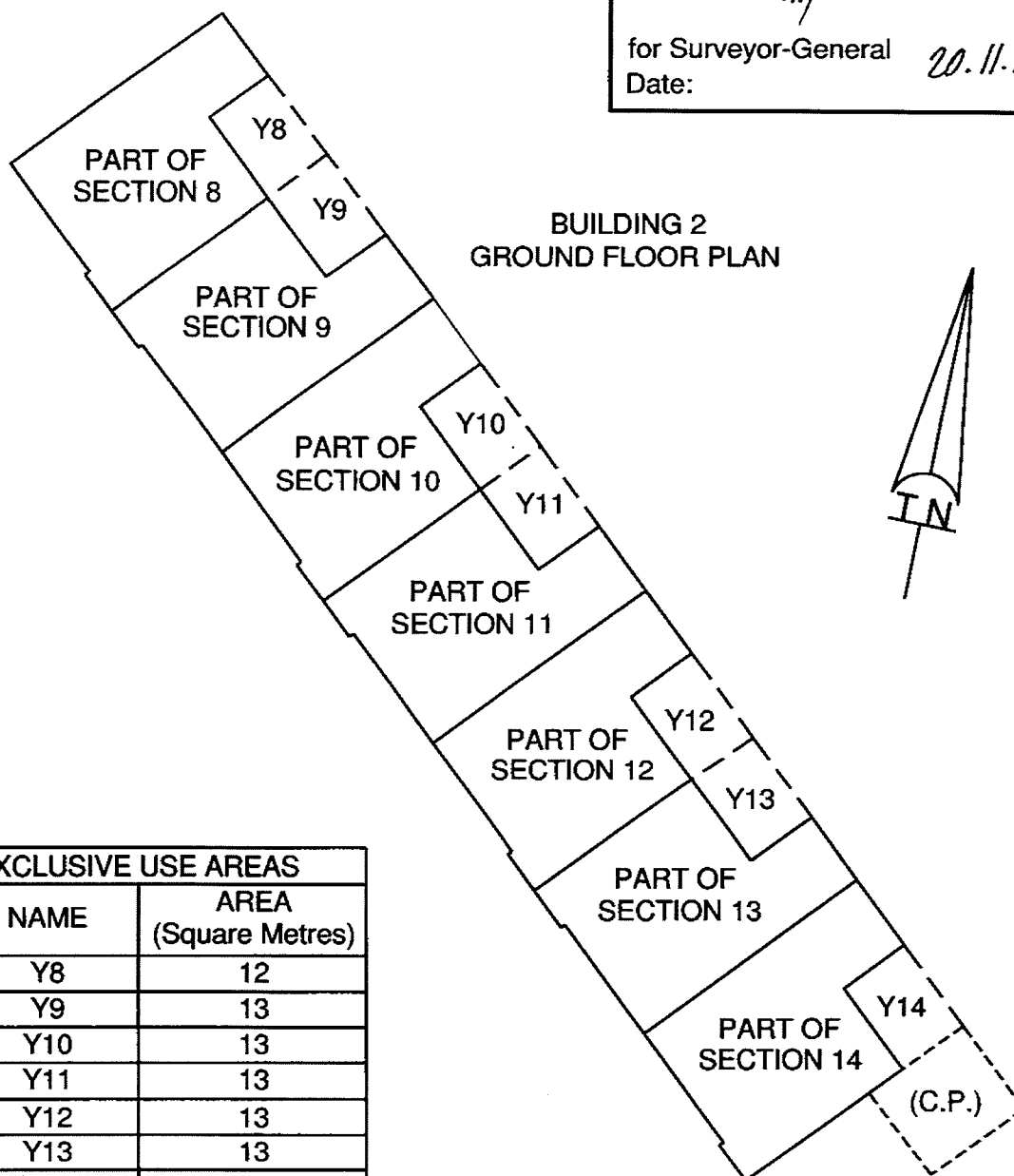
S.G. No. D 409/2018

Approved

for Surveyor-General

Date:

20.11.2018

**EXCLUSIVE USE AREAS**

NAME	AREA (Square Metres)
Y8	12
Y9	13
Y10	13
Y11	13
Y12	13
Y13	13
Y14	13

NOTES:

1. Exclusive use areas extend to median line of wall
2. (C.P.) denotes Common Property
3. For Participation Quotas see Sheet No. 7
4. Y denotes Yard
5. — — — denotes middle of wall
6. For other Parts of Sections see Sheet 6

A E

Middleton Geomatics
P.O. Box 3479
Tyger Valley
7536

R.O. Middleton PLS-0890-D

DATE: 30/07/2018 SIGNED *Middleton***LE CLÉMENTENCE**DRAWING TITLE

BUILDING 2: Ground Floor Plan
and Layout of EUA'S at Ground Level

SCALE 1/300

SHEET 5 OF 7 SHEETS

S.G. No. D 409/2018

Approved

for Surveyor-General 20.11.2018
Date:

BALCONY

PART OF
SECTION 7BUILDING 1
FIRST FLOOR PLAN

BALCONY

PART OF
SECTION 6

BALCONY

PART OF
SECTION 5

BALCONY

PART OF
SECTION 4

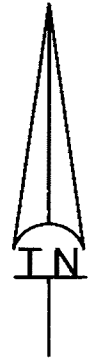
BALCONY

PART OF
SECTION 3

BALCONY

PART OF
SECTION 2

BALCONY

PART OF
SECTION 1**NOTES:**

1. For Participation Quotas see Sheet No. 7
2. For other Parts of Sections see Sheet 3

Middleton Geomatics
P.O. Box 3479
Tyger Valley
7536

R.O. Middleton PLS-0890-D

DATE: 30/07/2018 SIGNED **LE CLÉMENCE**DRAWING TITLE

BUILDING 1: First Floor Plan

SCALE 1/300

CERTIFIED COPY FOR REGISTRATION

FOR SURVEYOR-GENERAL

DATE: 21-11-2018

CERTIFIED COPY FOR REGISTRATION
FOR SURVEYOR-GENERAL *Shah*
DATE 21-11-2018

v.2

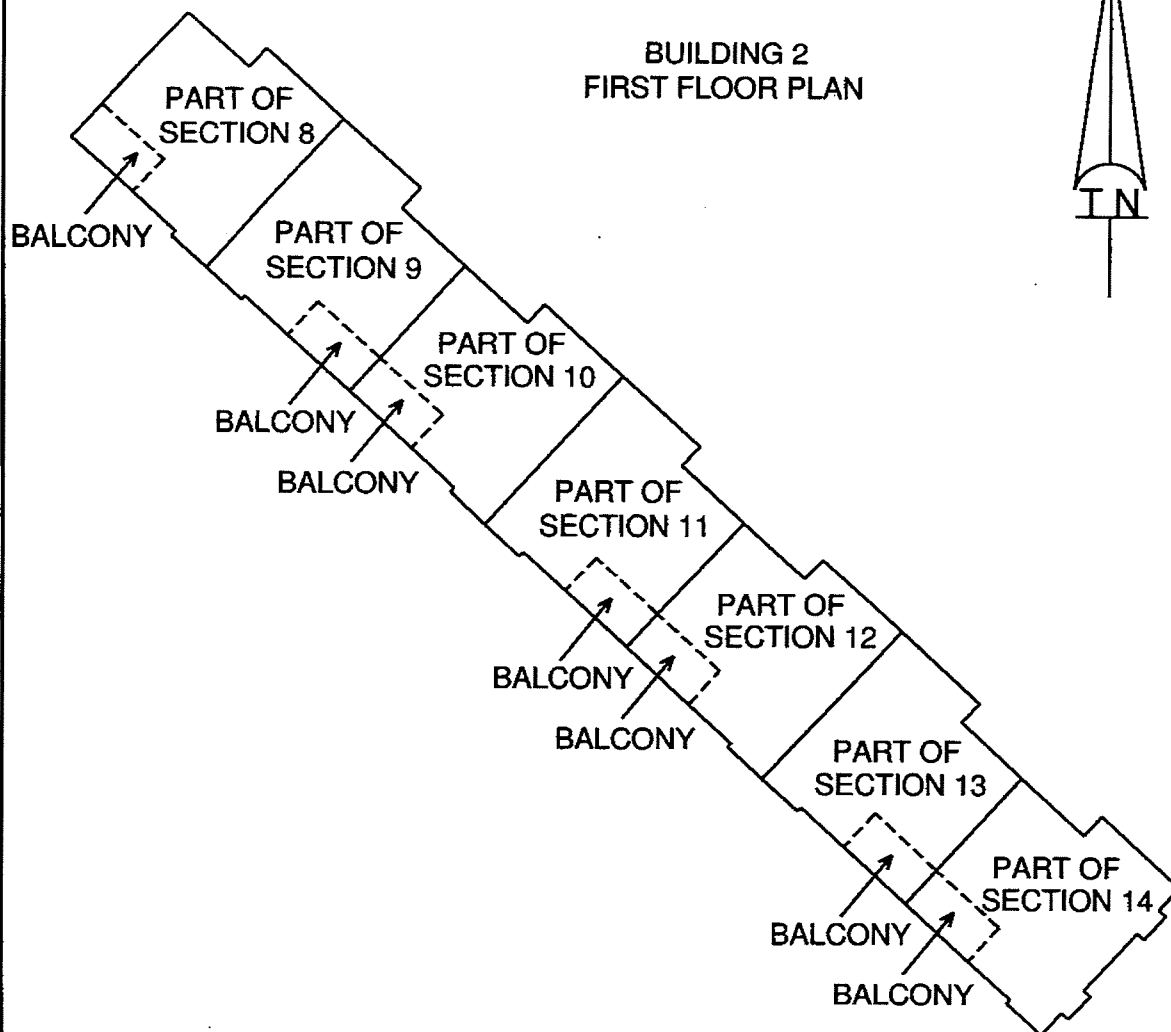
SHEET 6 OF 7 SHEETS

S.G. No. D 409/2018

Approved

M. M. M. M.

for Surveyor-General 20.11.2018
Date:



NOTES:

1. For Participation Quotas see Sheet No. 7
2. For other Parts of Sections see Sheet 4

A

Middleton Geomatics
P.O. Box 3479
Tyger Valley
7536

R.O. Middleton PLS-0890-D

DATE: 30/07/2018 SIGNED *Middleton*

LE CLEMENCE

DRAWING TITLE

BUILDING 2: First Floor Plan

SCALE 1/300

RR

CERTIFIED COPY FOR REGISTRATION
 FOR SURVEYOR-GENERAL *Shahid*
 DATE 21-11-2018

SHEET 7 OF 7 SHEETS		S.G. No. D 409/2018
		Approved  for Surveyor-General Date: 20.11.2018
SECTION NUMBER	AREA (square metres)	PARTICIPATION QUOTA PERCENTAGES
1	124	7,1511
2	123	7,0934
3	123	7,0934
4	122	7,0358
5	123	7,0934
6	123	7,0934
7	123	7,0934
8	123	7,0934
9	124	7,1511
10	126	7,2664
11	124	7,1511
12	125	7,2088
13	124	7,1511
14	127	7,3242
TOTAL	1734	100,0000
A		
Middleton Geomatics P.O. Box 3479 Tyger Valley 7536 R.O. Middleton PLS-0890-D DATE: 30/07/2018 SIGNED <i>Middleton</i>		LÉ CLEMENCE <u>DRAWING TITLE</u> PARTICIPATION QUOTA SCHEDULE

21 HAFELE - LA CLEMENCE SECTIONAL TITLE SCHEME

CONDUCT RULES

1. ALTERATIONS AND RENOVATIONS

- 1.1 Owners who wish to undertake alterations to and renovations of their unit must appreciate that their proposed activities may affect others within the development and it is most important firstly that any detrimental impact is kept to an absolute minimum and that, once started; the work is completed expeditiously within the work period applied for. It is the function of the trustees of the body corporate to ensure that all alterations and renovations undertaken are done with reasonable and diligent care and with due and proper consideration for the remaining owners and occupants. The trustees will delegate this function to the managing agents who will carry out this function in terms of their appointment. Each owner shall adhere to any rules, regulations and/or directions made and/or given by the trustees or the managing agents in respect of any alterations and/or renovations undertaken by such owner.

The following broad definitions shall apply:

- 1.1.1 "alterations" shall mean any work involving structural alterations or additions to a section or unit involving the removal, creation or modification of a wall or any structural part of the building and shall include any alterations, modifications or decorative work which effects the exterior appearance of a section or unit;
- 1.1.2 "renovations" shall mean any internal redecoration or refurbishment or the existing exterior of a unit or section including the replacement, removal or creation of internal fittings such as kitchen and other cupboards, sanitary-ware, floor coverings, etc;

The trustees of the body corporate shall determine in their sole discretion whether the work proposed constitutes "alterations" or "renovations" as referred to herein.

The procedure for obtaining approval shall be as follows:

1.2.1 Alterations:

- 1.2.1.1 where alterations as defined above are involved:
- 1.2.1.1.1 the application with a sketch plan accompanied by a structural engineer report or consent of the proposed alterations, shall be submitted to the trustees of the body corporate for agreement in principle to be obtained;
- 1.2.1.1.2 after approval in principle by the trustees of the body corporate, it is the responsibility of the owner to see that, if necessary, professionally prepared plans (which may not deviate from the sketch plan) are duly approved by the local authority;
- 1.2.1.1.3 a copy of the plans as approved by the local authority shall be submitted to the trustees of the body corporate;
- 1.2.1.1.4 if the trustees of the body corporate consider in their sole discretion, it necessary, they shall be entitled

Initials

at the cost of the applicant to seek the advice of an architect (or other professional assistance) as to the acceptability of the proposals.

1.2.2 Renovations

- 1.2.2.1 where only renovations as defined above are proposed, this application shall be submitted to the trustees of the body corporate:
 - 1.2.2.1.1 written confirmation that the work may proceed with be conveyed to the owner by the trustees of the body corporate with whom a date for the commencement of the work shall be arranged. The trustees of the body corporate shall also supply information in respect of access by contractor's workmen and the maintenance of security within the building (of utmost importance);
 - 1.2.2.1.2 no work may be started until written approval has been conveyed by the trustees of the body corporate in writing as above and the deposit mentioned below shall be paid to the trustees of the body corporate;
 - 1.2.2.1.3 the owner accepts responsibility for any damage caused by him or his contractors to common property or to other units in the block and hereby indemnifies other owners and the body corporate against such damage;
 - 1.2.2.1.4 contractors must clean up common property each afternoon before leaving the site, failing which the trustees of the body corporate shall be entitled to appoint building staff to do so at overtime rates, at the owner's sole expense;
 - 1.2.2.1.5 no rubble shall be left in the grounds of the complex overnight;
 - 1.2.2.1.6 all doors and windows being installed shall conform in outward appearance with the other doors and windows installed in similar positions elsewhere in the building;
 - 1.2.2.1.7 each owner hereby indemnify the body corporate in respect of any damage caused to the common property, either inside or outside the building, and shall pay all costs of repairing or restoring the damages caused during the course of carrying out any alterations to such owner's section.

1.2.3 No alternations and/or renovations shall be carried out outside normal business hours Monday to Friday.

1.2.4 A deposit of R 5,000 (five thousand rand) (or such amount as may be determined by the trustees of the body corporate from time to time in their sole discretion) shall be payable before any renovation or alteration work commences, from which the costs of rectifying any damage to common property (e.g. road coverings, woodwork, paintwork, plumbing, etc) as also any other charges accruing against the owner shall be deducted.

1.2.5 The aforementioned deposit shall be paid into the account of the body corporate with the interest for the body corporate's account in lieu of the administration of the deposit.

1.2.6 Any charges, expenses or costs accruing against the owner arising from matters contained anywhere in the foregoing conditions are payable on demand and shall be deducted from the deposit. However, should the amount of the deposit prove insufficient to meet the whole of such costs, then such deficiency shall be payable on demand.

1.2.7 Any balance of the deposit remaining shall be repaid to the owner after completion of the alterations/renovations to which these conditions apply and after all charges have been deducted from the initial deposit, together with all accrued interest on the deposit.

Initials

- 1.2.8 It shall be the responsibility of the owner to ensure that its contractors and workmen comply herewith.
- 1.2.9 No air conditioning units may be affixed to the exterior of a unit without written consent of the trustees of the body corporate.

2. PARKING BAYS

- 2.1 An owner shall not use his or her parking bay/s or permit in such manner or for such purpose as is likely to impair the safety, appearance or amenity of sections or other parts of the common property.
- 2.2 No vehicles shall be washed by using a fire hydrant, however, vehicles may be washed in the parking bays allocated to an owner.
- 2.3 An owner shall permit the body corporate, and/or other owner's access to and across his or her or its allocated parking bay/s for purposes reasonably required for the maintenance, upkeep and cleaning of the parking bay and surrounding areas.
- 2.4 An owner shall not permit any heavy duty vehicles, commercial vehicles or trucks to park in the allocated parking bays or common areas.
- 2.5 An owner shall not dismantle any part of a vehicle or attend to maintenance of any vehicles on allocated parking bays and/or the common areas.
- 2.6 The body corporate shall be responsible for maintaining the parking bays in a clean, hygienic, neat and attractive condition. The expenses to be incurred by the body corporate in respect of the foregoing, shall be apportioned equally over the total number of parking bays and the trustees of the body corporate shall be entitled to recover from the owners, such equal portions of the expenses as relate to the parking bays in respect of which they enjoy the exclusive right of use.
- 2.7 The owners upon whom the rights of exclusive use and enjoyment of a parking bay or bays have been conferred shall not be entitled to erect carports, shade-ports or other structures on the parking bay areas.
- 2.8 Improvements to parking bays shall only be permitted if authorised by special resolution and if applicable to all parking bays for uniformity.

3. MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS

- 3.1 Owners or occupiers of sections shall ensure that their visitors and guests:
 - 3.1.1 observe any road signs on the common property;
 - 3.1.2 do not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the trustees of the body corporate not to be in the interest of safety;
 - 3.1.3 do not allow any unlicensed person or vehicle to drive within the common property; and
 - 3.1.4 speed limit of 15km (fifteen) kilometres per hour within the complex shall be adhered to.
- 3.2 Hooters shall not be sounded within the common property other than in the case of an emergency.
- 3.3 Vehicles may be parked only on such areas of the common property as are specifically indicated and approved by the body corporate for that purpose and in such a way that the flow of traffic and access to and ingress from parking bays is not obstructed. One vehicle may not occupy two parking bays.
- 3.4 Vehicles that are not roadworthy may not be parked on the common property other than for such short periods as may be approved by the trustees of the body corporate, and with their prior written consent.
- 3.5 The trustees of the body corporate may cause to be removed or towed away, at the risk and expense of the owner of any vehicle parked, standing or abandoned on the common property in contravention of these rules.

Initials

- 3.6 An owner or occupier of a section shall ensure that an exclusive use area for parking purposes is not used by him, his visitors or his guests unless that owner or occupier is entitled to use such exclusive use area.
- 3.7 All vehicles which are illegally parked or parked in contravention of any of these rules shall be clamped or towed away and a fine as determined by the trustees of the body corporate, in their sole discretion, shall be levied.
- 3.8 Parking of vehicles upon the common property shall be subject to the express conditions that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the body corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle being parked on the common property.
- 3.9 An owner may not without the written consent of the trustees of the body corporate, which consent shall not be unreasonably withheld, let or sub-let the parking bay or in any other manner dispose of such parking bay or his rights therein.
- 3.10 The Trustees have the right to demarcate by yellow lines where parking is prohibited.
- 3.11 The use of soap box carts, skate boards, roller-skates etc. are STRICTLY PROHIBITED.
- 3.12 No caravan, boat, trailer, motor cycle, bicycle, tricycle, trailer or commercial vehicle may be used or parked on the common property or be parked in front of parking bays. Delivery vehicles or for instance "bakkies" are however allowed.
- 3.13 Any person contravening any of the above rules, shall receive a written warning and shall receive a fine of R 350 (three hundred and fifty Rand) for each infringement. Such fine shall be payable along with the next levy and will be automatically deductible. Should the trespasser be a guest of an inhabitant, the Trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests. This reservation does not impinge on any other rights which the Trustees may have against such trespasser or inhabitant.

4. ADVERTISING SIGNS

- 4.1 The developer shall be entitled to erect and display such advertising sign/s on the property including the common property and any section as it in its sole discretion may deem fit, until the transfer of the last property.
- 4.2 During the development period, owners or their agents intending to sell or let their unit(s) shall not be entitled to erect any advertising sign(s) on the property including the common property and/or any section at all.
- 4.3 After the completion of the development, owners or their agents intending to sell or let their unit(s) shall not be entitled to erect any advertising sign(s) on the property including the common property and/or any section without the prior written permission of the trustees of the body corporate which, in the event of their giving such consent, shall be entitled to prescribe such conditions as they may deem fit regarding the situation and aesthetics of such sign(s).

5. SECURITY

5.1 General

- 5.1.1 Access to and egress from the gated development shall be obtained by means of remote device.
- 5.1.2 The trustees may from time to time make rules in regard to the access control security systems including the management and use thereof and the recovery of costs of the systems from the owners.
- 5.1.3 Resident-access control measures (if any) may not be used by any person other than an owner or occupier of a section.
- 5.1.4 Domestic workers must be registered by the owner or occupier concerned for purposes of a domestic worker for all access control measures, the costs of which shall be borne by the owner or occupier concerned.

Initials

5.2 Burglar bars and gates

- 5.2.1 The pattern of burglar bars at the windows and the safety gates should conform to the architects design and specifications.
- 5.2.2 The burglar bars shall be affixed on the inside of a unit.
- 5.2.3 The gates and bars shall conform to the architects design and specifications.

6. **BBQ FACILITIES**

- 6.1 Only the owner or occupier of a section shall be entitled to bbq at the facilities designated for that purpose.
- 6.2 No open fires allowed on private balconies.
- 6.3 Only webers or similar type Bbq'ing devices may be used on private balconies.

7. **M-NET / SATELLITE TV**

- 7.1 An owner or occupier of a section who wishes to connect to the satellite dishes installed or to be installed for their benefit shall be allowed to install the relevant decoder equipment to receive M-Net and/or satellite TV, on condition that the owner or occupier shall be responsible for his own subscription fee in respect of such decoder subject to the benefit of such special rate as may be agreed (if any) by the trustees of the body corporate with the relevant service provider.
- 7.2 No owner or occupier of a section shall install any additional television aerial or satellite signal receiving apparatus to any part of the building where it is visible from the outside of the building or from any other section unless this is done with the written consent of the trustees of the body corporate.

8. **INTERNET**

An owner or occupier of a section shall not install or allow to install internet aerals visible at the outside of a section and wireless interconnectivity shall be used in so far possible, unless this is done with the written consent of the trustees of the body corporate.

9. **PETS**

- 9.1 An owner or occupier of a section shall not be entitled to keep pets, reptiles, birds or an animal of any nature without the written consent of the body corporate.
- 9.2 Should consent be granted in terms of clause 9.1 above, the body corporate shall impose rules at the discretion of the body corporate, to ensure that pets do not cause nuisance of any nature.

10. **COMMON FACILITIES**

- 10.1 The common facilities on the common property including the swimming pool, drying yard, gym with ablution facilities and laundry ("the facilities") are primarily for the use of owners and occupiers of sections, provided that the trustees shall be entitled, in their sole discretion, to allow the general public access to any of the facilities as they deem fit.

Initials

- 10.2 Owners and/or occupiers shall be responsible for the behaviour of their children, visitors or guests and shall ensure that their number at any time is not such so as to prejudice the comfort, enjoyment or convenience of other owners and/or occupiers wishing to make use of the facilities.
- 10.3 Rowdy and boisterous behaviour and/or excessive use of alcohol and/or excessive noise shall not be permitted and quiet shall be observed between 22h00 and 08h00. The trustees of the body corporate shall be entitled to prohibit any owner and/or occupier and/or their children, visitors or guests from the use of the facilities in the event of a breach of these rules and/or any rules and/or other regulations made by the trustees in terms of paragraph 10.6 below.
- 10.4 All owners and/or occupiers using the facilities shall ensure that the facilities are left in a clean and neat condition after their use thereof and shall be liable for the replacement of any furniture or equipment damaged or lost during such usage.
- 10.5 The use of the facilities shall be entirely at own risk, and neither the body corporate nor the trustees accept any responsibility of whatsoever nature in respect of any harm, loss and/or damage sustained by any person in the course of, incidental to or in connection with using the facilities, and each owner and occupier hereby indemnifies and holds harmless the body corporate, the trustees and the managing agents against any claims of any of their respective family members, visitors and/or guests against the body corporate and/or the trustees and/or the managing agents in respect of any harm, loss and/or damage sustained in the course of, incidental to or in connection with using the facilities.
- 10.6 The trustees may from time to time make rules and other regulations in regard to the use of the facilities including (but not limited to) the access and times of access to the facilities.
- 10.7 The Body Corporate shall be entitled by Special Resolution:
 - 10.7.1 to enter into agreements with third parties in regard to the management and operation of any of the facilities;
 - 10.7.2 to lease out any of the facilities for the benefit of owners.

11. REFUSE DISPOSAL

An owner or occupier of a section shall:

- 11.1 maintain in an hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the trustees in writing;
- 11.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 11.3 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
- 11.4 when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph 11.1 above.

12. DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

Initials

- 12.1 An owner or occupier of a section 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 trustees.
- 12.2 Notwithstanding clause 12.1 above, an owner or person authorised by him, may install:
 - 12.2.1 any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
 - 12.2.2 any screen or other device to prevent the entry of animals or insects; provided that the trustees have first approved in writing the nature and design of the device and the manner of its installation.

13. **APPEARANCE FROM OUTSIDE**

An owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property and gardens, which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section. Nothing may be stored on balconies except bbq devices (Weber).

14. **LITTERING**

- 14.1 An owner or occupier of a section shall not deposit, throw, or permit or allow depositing or throwing, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.
- 14.2 No objects may be placed on the window sills and balcony walls.
- 14.3 No cigarette butts, paper etc. may be thrown out of the flats or from the balconies.

15. **LAUNDRY**

- 15.1 The laundry shall be only for the use of owners or occupiers of sections.
- 15.2 The trustees shall, in their sole discretion, be entitled to enter into an agreement with a laundry operator in respect of the lease of the laundry premises and the operation of the laundry.
- 15.3 An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.

16. **STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**

An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy.

17. **LETTING OF UNITS**

All tenants of units and other persons granted rights of occupancy by any owner or 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.

18. **ERADICATION OF PESTS**

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An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent, and their duly authorised agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. 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.

19. BREACH

- 19.1 In the event of an owner committing any breach of any of the provisions of the management rules and/or conduct rules of the body corporate from time to time, and failing to remedy such breach within 3 days of the date of delivery by hand or posting by post of written notice calling upon such owner to remedy the same; or
- 19.2 committing or suffering the commission of any repetition of any breach or any of the terms and conditions of the management rules and/or conduct rules of the body corporate which breach is of such a nature or occurrence that cannot practicably be remedied subsequent to the giving of a period of notice as aforesaid, at any time after due notice in writing has been given to the owner requiring the member to desist from and/or not to repeat or suffer the repetition of the breach complained of;
- 19.3 the trustees of the body corporate shall be entitled notwithstanding any indulgence that may have been shown to the defaulting owner or occupier, to take such action as may be available to it or them, either to enforce the relevant provision of the rules, or alternatively impose a fine appropriate to the misconduct, or alternatively to restrain the defaulting member from continuing or repeating the unlawful conduct complained of as may be available to the trustees of the body corporate, all without prejudice to any other rights that may lie against the defaulting owner or occupier for the recovery of any damages or loss which the body corporate or any other owner or occupier may suffer as a result of such breach and/or failure to remedy the same.
- 19.4 In the event of the body corporate instituting any legal action or proceedings against an owner or occupier as a result of any breach of the management rules or conduct rules of the body corporate or in terms thereof, such owner shall be liable to pay, in addition to party and party costs, all attorney and client fees and disbursements on the scale as between attorney and own client, including collection commission, on a scale as determined by the Law Society from time to time.

20. QUIET TIMES

Silence should be kept during the following hours:

- 20.1 Mondays to Thursdays: From 22h00 to 08h00
- 20.2 Fridays and Saturdays: From 24h00 to 08h00
- 20.3 Sundays: From 13h00 to 16h00
- From 22h00 to 08h00

21. OCCUPATION OF UNIT

- 21.1 The maximum number of persons who may occupy any unit permanently in the case of a 2 (two) bedroom unit, are limited to 4 (four) persons, but never more than 3 (three) adults at a time. In the case of a 3 (three) bedroom
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unit, persons are limited to 8 (eight) persons, but never more than 4 (four) adults at a time. Where a legal entity owns a unit, the unit may be occupied by a person or persons nominated from time to time, subject to the written approval of the Trustees. This permission may not unreasonably be withheld.

- 21.2 An auction may not be conducted on any part of the property, nor any advertisement be erected inside or outside the building, on the common property or on any exclusive use area.
- 21.3 No article or object may be left or stored on the common property or on an exclusive use area without the prior written permission of the Trustees.
- 21.4 A tent or any other construction may not be erected on the common property or on an exclusive use area.
- 21.5 A unit may only be utilized for residential purposes.
- 21.6 No business or trading may be conducted from a unit, except with the written permission of the Trustees.
- 21.7 No store room may be utilized for residential purposes.

22. MONTHLY CONTRIBUTIONS

- 22.1 All levies are payable 1 month in advance by the owners and are to be paid before or on the 1th (first) day of every month.
- 22.2 Should an owner be in arrears with any payment, he may be given a written warning to pay arrears within 10 (ten) days of the date of the letter. Should he not pay within 10 (ten) days, the Trustees shall have the right to take the following steps:
 - 22.2.1 To stop all normal services to the unit until the arrears amount has been paid. These services may include amongst other electricity supply, water supply, refuse removal and the maintenance of the unit. The owner or lessee are obliged to give access to the unit to the Trustees or their representatives in order that they may effect the above arrangements. The owner remains liable for payment of the full monthly contribution during the period in which the above services are suspended. Lessee will be informed of any proposed suspension of services on the same day as delivery of the letter of the demand to the owner.
 - 22.2.2 Despite the above, the Trustees may sue the owner for arrears contributions or any other amounts due and owing by the owner to the Home Owner's Association.
 - 22.2.3 Interest at 25% (twenty five percent) per annum shall be levied on all arrears amounts with effect from the first day of the month on which the owner became in arrears.
 - 22.2.4 Should the owner as referred to in sub-rule 22.2.2 above, be summonsed, or receive a letter of demand from any attorney in order to collect the arrears amounts, costs will be payable on a scale as between attorney and own client.
- 22.3 The Trustees do not have to send monthly statements to owners. Should an owner become in arrears, only a letter of demand will be served.

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22.4 Should an owner require statements of accounts, he will be liable for the costs thereof.

23. PENALTIES

23.1 A person contravening any of the rules herein, may receive a written warning from the Trustees or its agent as well as a penalty of R250 (Two hundred and Fifty Rand) for each infringement. Should the trespasser be a guest of an inhabitant, the Trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests. This reservation does not impinge on any other rights which the Trustees may have against such trespasser or inhabitant.

23.2 In such warning is not heeded and any rules thereafter being contravened by such person, or somebody residing with him, or somebody in his service, or a guest, within a period of 2 (two) months from date of the written warning, a fine in the sum of R500 (Five hundred Rand) may be levied against the owner's levy account for each infringement thereafter, and he will be obliged to pay same promptly. This right to fine the trespasser does not impinge on any other rights which the Trustees may have against such trespasser. Should the trespasser be a guest of an inhabitant, the Trustees reserve the right to act in terms of this rule against such inhabitant, who shall be liable for the behaviour of his guests. This reservation does not impinge on any other rights which the Trustees may have against such trespasser or inhabitant.

23.3 The penalty may be adjusted annually at the General Annual Meeting should the members find it necessary.

24. GENERAL

24.1 N/A.

25. EXCLUSIVE USE OF GARDEN AREAS AND COMMON GARDEN AREA

25.1 The garden area shall be kept in a tidy and neat condition, and be watered sufficiently. The Trustees shall have the lawns mowed regularly. The lawn on the exclusive use areas shall only be mowed. Access to a garden area should also be given for the general maintenance of the property, for instance paint-work or repairs.

25.2 A garden area may not be used in such a fashion as to detriment the safety, appearance and attractiveness of the common property.

25.3 A garden area shall at all times be kept neat. No rubble, paper, sand, bricks, etc. may be deposited, thrown or permitted on the property.

25.4 The Trustees are to maintain all lawns, shrubs and trees.

25.5 Every occupant should as far as possible ensure that members of its family, guests and other people do not damage the lawns, shrubs, trees, lights, benches etc. any person who damages the common property, whether deliberately or negligently, shall be liable for the costs of repair or replacement thereof.

25.6 An owner or occupant may not remove or transplant any plant, shrub or tree on the common property without the written approval of the Trustees.

25.7 Exclusive use garden area shall not be enclosed and access may not be denied to garden and maintenance service providers.

25.8 Owners with gardens may apply to the Trustees for approval to install palisade fencing, not higher than 1.2m which cost shall be for the owner of the section.