

Madison Square

in



CENTRAL PARK
CITY

Agreement of Sale



Developed by: Stonewall Property Developments (Pty) Ltd
Registration Number: 2021/570373/07

*Subsidiary of Urban Dev Property Development (Propriety) Limited
Registration Number: 2019/443015/07*

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IMPORTANT DEVELOPMENT INFORMATION

COVERING SCHEDULE

1. **SELLER:**
WATERVAL JOINT VENTURE PROPERTY COMPANY, REGISTRATION NUMBER: 2004/020653/07,
(herein represented by Frederik Johannes Steyn, being duly authorized hereto)
DOMICILIUM ADDRESS: 2 Niger Road, Emmerentia, Johannesburg, 2195.

2. **DEVELOPER:**
STONEWALL PROPERTY DEVELOPMENTS (PROPRIETY) LIMITED, REGISTRATION NUMBER: 2021/570373/07,
(herein represented by Samual Saunders Marais, being duly authorized hereto)
DOMICILIUM ADDRESS: 2 Niger Road, Emmerentia, Johannesburg, 2195.

3. **PURCHASER(S):**
Full Name: _____
Identity/Registration Number: _____
Full Name: _____
Identity/Registration Number: _____
Postal Address: _____
Telephone No(s): Home: _____
Cell: _____
Office: _____
Email: _____

Physical Address: _____
(which shall be the PURCHASER's chosen *domicilium citandi et executandi* for purposes of this Agreement)

Marital Status: _____

Married in/out of community of property/by Islamic rights/marriage governed by laws of another country (state which country)/divorced

Full name of spouse: _____
(if married in community of property or by law of foreign country)

Spouse's Identity No: _____
(if married in community of property or by law of foreign country)

Occupation: _____

4. **UNIT:**
 - 4.1 SECTION NUMBER: _____
 - 4.2 EXTENT OF SECTION: _____ m²,
 - 4.3 LEVEL ON WHICH SECTION IS SITUATED: Ground / First Floor / Second Floor / Third Floor
 - 4.4 PARKING TYPE: Covered
 - 4.5 PLAN CODE/UNIT NO: _____
 - 4.6 EXCLUSIVE USE AREA/S There are no exclusive use areas
 - 4.7 SECTIONAL TITLE SCHEME **MADISON SQUARE**
 - 4.8 BUILDING NUMBER _____
 - 4.9 TOWNSHIP: **PORTION 1 ERF 2899 NEWLANDS**

5. **DEPOSIT:** R _____ (_____ Rand)
VAT inclusive.

6. PURCHASE PRICE:

6.1 Basic unit R _____ (_____ Rand)
VAT inclusive.

6.2 Total Purchase Price R _____ (_____ Rand)
VAT inclusive.

7. LOAN FINANCE:

7.1 Loan Finance required: ☐ YES ☐ NO

7.2 Amount of Bond: R _____ (_____ Rand)

8. **SELLING AGENT: Seeff Randburg International Real Estate** (Name of Agent) Fidelity Fund Certificate Number: 2023115647 and hereby warrants the validity of my certificate as at the date of this agreement.

9. **BOND / MORTGAGE ORIGINATOR: Ooba Home Loans.**

10. **TRANSFERRING ATTORNEYS: Du Plooy Inc.** of Northcliff, Gauteng. Tel: +27 (0)11 431-3739;

DU PLOOY INC

BANK PANEL CODES:

ABSA 2621
FNB 4781
NEDBANK 2419 - 0001
STD BANK 8496
SA HOME LOANS 67

Scheme Name	Madison Square
Unit Number	
Deposit Amount	
Bond Amount	
Purchase Price	
Agent Name	
Agent Company	
Conveyancer	Du Plooy Inc

11. **BOND REGISTRATION ATTORNEYS: Du Plooy Inc.** of Northcliff, Gauteng. Tel: 011 431-3739

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____.

WITNESS _____

PURCHASER: _____

(If signing on behalf of a company, close corporation or trust, I warrant that I am duly authorized to sign this Agreement).

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____.

WITNESS _____

PURCHASER: _____

(If signing on behalf of a company, close corporation or trust, I warrant that I am duly authorized to sign this Agreement).

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____.

WITNESS _____

SELLER: _____

(warranting that he/she is authorized to do so)

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____.

WITNESS _____

DEVELOPER: _____

(warranting that he/she is authorized to do so)

PROPERTY SALES AGREEMENT

1. RECORDAL

- 1.1 The SELLER is the owner of **Portion 1 of Erf 2899 Newlands**.
- 1.2 The SELLER, DEVELOPER and the CONTRACTOR have entered into an agreement in accordance with which:
- 1.2.1 The CONTRACTOR will undertake all matters in relation to the development **Madison Square Lifestyle Estate**, including but not limited to infrastructural improvement, services, reticulation and construction.
- 1.2.2 The SELLER and DEVELOPER, through its Contractor, intends to erect a sectional title development comprising **624 Units**, and intends to apply, in terms of the provisions of the Sectional Titles Act, No. 95 of 1986, or any amendment thereof, for the opening of a sectional title register in respect of the aforementioned development.

2. SALE

- 2.1 Subject to and in accordance with the provisions hereof and all conditions of sale, the SELLER hereby sells, and the PURCHASER purchases the UNIT as described in clause 4 of the Covering Schedule above together with the undivided share in the common property as per the registered Sectional Title Plans of the Scheme.
- 2.2 The Section shall be situated substantially in the position indicated on the Site Plan and is to be built in accordance with the Plan.
- 2.3 The PURCHASER agrees that he shall not be entitled to amend or procure any amendments to the Plan.
- 2.4 The PURCHASER agrees that the precise area, boundaries and description of the Section shall be as is depicted and shown on the sectional plan and as finally determined and approved by the Surveyor-General and shall be binding upon the parties, provided always that the area of the Section shall be within 10% (Ten Percent) of the area as stated in clause 4.2 of the covering schedule above.
- 2.5 It is recorded for purposes of this agreement that the PURCHASER acknowledges that the Section he has purchased, and which is recorded above/before was **adequately presented to him in respect of location, floor and size**. The PURCHASER furthermore acknowledges that the DEVELOPER, for purposes of effective construction, may allocate another similar section, once a bond has been granted in terms of clause 7 of the covering schedule which the PURCHASER may or may not accept. It is recorded that notice of such new allocation will be reduced to writing and forwarded to PURCHASER in terms of this agreement.

3. LEVY

- 3.1 It is recorded and acknowledged by the PURCHASER that ownership of the UNIT shall attract a monthly sectional title scheme related levy due to the Body Corporate of the Sectional Title Scheme and to the Homeowners Association which amount becomes payable by the PURCHASER to the Body Corporate of the Sectional Title Scheme and the Home Owners Association in accordance with the provisions of the Acts. These amounts are subject to change/increase from time to time. This levy typically deals with issues such as maintenance, communal utilities consumption and body corporate and the HOA and trustee affairs.
- 3.2 The Developer will not be liable to pay levies on the units built and not sold and transferred to PURCHASERS, but the Developer will made a contribution to the levy and the HOA fund every month.
- 3.3 **Estimated** levy amount is R850.00 (Eight hundred and fifty Rands only).

4. DATE OF POSSESSION AND VACANT OCCUPATION.

- 4.1 Possession and vacant occupation of the UNIT shall be given by the SELLER to the PURCHASER and taken by the PURCHASER on date of registration of the UNIT into his name, from which date the risk and loss shall pass to the PURCHASER and from which date the PURCHASER shall be liable for payment of all rates, taxes, levies and water and electricity and any other charges payable in respect of the UNIT, and which date is estimated to be between 12 and 18 months from date of all suspensive conditions having been fulfilled. It is recorded and agreed that the SELLER may, in his discretion, extend the date of fulfilment of the suspensive conditions, provided it is done in writing.
- 4.2 Notwithstanding 4.1, occupation of the Unit shall be given to the Purchaser, who will be obliged to accept such occupation, within a calendar month from the date of written notice by the Seller to the Purchaser notifying him that the UNIT is ready for occupation. Initial _____
- 4.3 From the Occupation Date the Purchaser will be liable to pay Occupational Rental and Monthly Levy referred to in clause 3 to the Seller.
- 4.4 The monthly Occupational Rental will be calculated at 1% of the purchase price.
- 4.5 The Occupational Rental in 4.3 together with the Monthly Levy referred will be paid to the Seller and/or authorised agent on the Occupation Date for the remainder of the month during which occupation is given and thereafter monthly in advance on the 1st day of each successive month until Registration is affected irrespective of whether or not the Purchaser takes physical occupation of the Unit. The Seller will, on registration, refund to the Purchaser a pro rata share of such rental for the remainder of the month during which registration is affected.
- 4.6 From the Occupation Date, the Purchaser will be liable for all electricity, domestic effluent, water and gas consumed and all other municipal charges levied in respect of the occupancy of the Unit.
- 4.7 Whilst the Purchaser is in occupation of the Unit, he will be subject to the management and conduct rules in the same manner as if the Body Corporate has been established at the time and will be liable for the maintenance and upkeep of the interior of the Section. The Purchaser will not be entitled to make any changes to the Section before registration is affected. A copy of the draft management and conduct rules is available on request from the Agent or Attorney.
- 4.8 Save as aforesaid the Purchaser undertakes to accept occupation of the Unit in a condition such as it stands on the Occupation Date. *Voetstoots*.
- 4.9 It is agreed that although the whole Scheme may not have been completed by the Occupation Date and that the Purchaser may suffer inconvenience from building operations, noise, dust and other nuisance factors, the Purchaser may not, fail or refuse to take occupation, fail or refuse to pay Occupational Rental, cancel or withdraw from this Agreement, claim damages from the Seller or institute interdict proceedings as a result of any inconvenience caused by these building operations.

By initialling here you acknowledge that the above clause has been explained to you, and you fully understand the contents of Clause 4 above. Initial: _____

5. UNDERTAKING IN TERMS OF GUARANTEE

- 5.1 The purchase price is the sum specified in clause 6.2 of the covering schedule.
- 5.2 The PURCHASER(s) shall, pending registration of transfer of the UNIT into his/her/ their name, and within 30 days of obtaining the mortgage loan referred to in clause 7.2 of the covering schedule, pay the deposit as referred to in clause 5 of the Schedule (if applicable), into the trust bank account of the Transferring Attorneys

and whom shall invest the said amount in an interest bearing account with their chosen banking institution. The whole deposit amount shall be paid out to the Developer and the interest thereon to the PURCHASER(s) after the UNIT is registered in the PURCHASER(s).

- 5.3 In the event that this transaction is cancelled by the PURCHASER/s after all suspensive conditions have been fulfilled but before registration occurs, for any reason whatsoever other than it being due to the breach of the terms of this Agreement by the SELLER or DEVELOPER, the PURCHASER(s), by appending his/her/their signature to this offer, agrees to pay an administrative fee of **R10 000.00** (TEN THOUSAND RAND) to the DEVELOPER and Attorneys in lieu of the **wasted cost/s** for the DEVELOPER and services rendered by the Transferring Attorneys and Bond Attorneys with regard to and following this Agreement and the administration of the deposit amount. The ATTORNEYS are herewith authorized to deduct this amount from the deposit referred to in clause 5.2 above. This fee shall be distributed equally between the DEVELOPER and the Transferring and Bond Registration Attorneys.
- 5.4 Within 30 (thirty) days of the PURCHASER(s) obtaining the mortgage loan referred to in clause 5.2, the PURCHASER(s) shall either, furnish the Transferring Attorneys with an acceptable bank guarantee, payable to the Transferring Attorneys for the credit of the DEVELOPER, for an amount equal to the full Purchase Price (or the balance outstanding if a deposit was paid), the contents of the guarantee which shall be to the satisfaction of the DEVELOPER in its sole discretion, or deposit the full Purchase Price (or the balance outstanding if a deposit was paid) with the said Attorneys on trust and in which event the said amount will be invested in an interest bearing account, the interest being to the benefit of the PURCHASER(s).
- 5.5 With his/her/their signature(s) hereto the PURCHASER(s) authorize(s) the Transferring Attorneys to invest the funds held by them in trust on an interest-bearing account with a financial institution in terms of Section 86(4) of the Legal Practice Act.
- 5.6 Payment of the Purchase Price shall be made by the PURCHASER(s) to the DEVELOPER in terms of the provisions of the mortgage loan and shall be paid in cash, in full, on the Date of Registration. Should the PURCHASER wish to pay in Cash, the purchase price shall be payable to the Transferring Attorneys within 14 working days of the Attorneys calling for payment thereof from the PURCHASER in writing.

6. **SUSPENSIVE CONDITIONS**

- 6.1 This sale is suspensive conditional upon the PURCHASER obtaining approval in principle of a loan upon the security of a first mortgage bond to be passed over the UNIT hereby sold from a Bank or other recognised financial institution at prevailing bank rates and terms in the amount of no less than the amount stipulated in clause 7.2 of the covering schedule as per the time allowed therein or any extension of time granted in writing to the PURCHASER by the SELLER. The PURCHASER shall deliver a bank or building society guarantee in this amount in a form acceptable to the attorneys to them within fourteen (14) days after the finance/loan or bond had been approved.
- 6.2 The PURCHASER undertakes to take all reasonable steps, which might be required in this regard, and without detraction from the days of date hereof, to affect the loan described above.
- 6.3 This Contract is further subject to and conditional upon:
- 6.3.1 The Plan and Site Plan being approved of by the relevant local authority;
- 6.3.2 The DEVELOPER, through its Contractor or otherwise, obtaining all necessary legal, procedural and environmental approval to develop the township and the scheme;

- 6.3.3 The DEVELOPER obtaining all necessary financial capital requirements at terms they deem acceptable to undertake all services, infrastructural and construction development to effect the township and Scheme as mentioned in clauses 6.3.1 and 6.3.2 above.
- 6.3.4 The DEVELOPER obtaining the required number of pre-sales in terms of the requirements in the Commercial Funding Agreement between the Developer and Financial Institution providing development finance.
- 6.4 This Agreement of Sale is subject to all conditions and servitudes contained in or referred to in the Title Deed, to all limitations of use laid down by statutory authority and to all conditions of any applicable town planning scheme.
- 6.5 It is further recorded that the DEVELOPER may, at any time, in writing and in its own discretion, waive clause 6.3 and/or 6.4 prior to the date stipulated therein.
- 6.6 It is recorded that should any of the aforesaid conditions not be met timeously, this Agreement of Sale shall lapse and be of no further force and effect between the parties.

7. OTHER CONDITIONS & SERVITUDES

- 7.1 The DEVELOPER reserves fully the right to do future subdivision of the overall land and/or the Sectional Title Scheme, and it is recorded that should this requirement be deemed necessary by the DEVELOPER that the PURCHASER hereby fully consents to such further subdivision.
- 7.2 The DEVELOPER reserves the right to extend the Scheme referred to in clause 4.7 of the covering schedule in terms of Section 25 of the Act referred to in clause 1.2.2 for a 99-year period.
- 7.3 The PURCHASER/s shall be obliged to comply at the PURCHASER's own cost strictly and punctually with all acts, ordinances, regulations, laws and by-laws and other enactments which may apply to the UNIT or may hereinafter be made applicable. The PURCHASER acknowledges that he/she/they are fully acquainted with the aforesaid conditions, servitudes, limitations, acts, ordinances, regulations, laws, by-laws and other enactments.
- 7.4 The CONTRACTOR/DEVELOPER shall not be liable to indicate the boundaries of the property, nor liable for any damage resulting from an incorrect indication.
- 7.5 The PURCHASER acknowledges that he/she/they is/are aware that the sale of the UNIT is subject to any servitudes and conditions contained in the conditions of establishment of the said township and the applicable sectional title scheme and/or as shown on the General Plan of the township.

8. FEES

On condition of the appointed attorneys attending to both the transfer and the bond registration of the UNIT into the PURCHASER's name, the DEVELOPER shall be liable, and on demand pay, the transfer fee and the bond registration fee. All Inspection Fees, Valuation Fees, Initiation Fees charged by the Bank/Financial Institution, and all other costs of and incidental to the transfer and registration of the bond over the UNIT are for the cost of the PURCHASER.

9. RELAXATION

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

10. WHOLE AGREEMENT

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

11. TRANSFER

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

11.2 It is recorded that the Transferring Attorneys shall be **Du Plooy Inc.**, and that the **Bond Registration Attorneys shall be Du Plooy Inc.** of Johannesburg.

12. BREACH

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

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

12.3 It is agreed that should the PURCHASER cancel the transaction once the suspensive conditions in clause 6 have been uplifted, that the PURCHASER then shall pay to the CONTRACTOR/DEVELOPER on demand, as an agreed penalty, an administration fee of R10 000.00 (TEN THOUSAND RAND).

12.4 In the event of a deposit as per clause 5 of the covering schedule having been paid, then the attorney into whose trust account the deposit was paid, is hereby authorised to immediately disburse this penalty amount to the CONTRACTOR/DEVELOPER from this amount.

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

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

12.7 The CONTRACTOR/DEVELOPER shall not be entitled to exercise his rights in terms of the afore mentioned clauses, unless 7 (seven) days have lapsed after posting of a written notice by the CONTRACTOR/DEVELOPER to the PURCHASER to remedy such breach, and the PURCHASER remained in default.

13. COMMISSION

Not applicable.

14. DOMICILIUM CITANDI ET EXECUTANDI

The parties choose the addresses recorded in Clauses 1 to 3 of the Covering Schedule as their respective *domicilium citandi et executandi*, where they shall receive notices in terms of this agreement.

15. BODY CORPORATE AND HOMEOWNERS' ASSOCIATION

15.1 The PURCHASER acknowledges that he is aware that he shall automatically, upon registration of the UNIT into his name, become a member of the Body Corporate and the Homeowners Association (HOA) and be bound by all its Rules of Conduct and the Memorandum of Incorporation and that he shall remain a member of the Body Corporate and the HOA until he ceases to be the owner of the UNIT.

15.2 The PURCHASER further acknowledges that he has been made fully aware that he is, from the date of registration mentioned above, responsible for his pro-rata contribution to the Body Corporate and the HOA, and that the indicated amount in clause 3 may change depending on the actual expenses of the Body Corporate and the HOA and that the SELLER/CONTRACTOR/DEVELOPER will not in any way be held accountable should this amount vary.

15.3 It is noted that the CONTRACTOR/DEVELOPER shall form a Body Corporate and HOA, and which Body Corporate and HOA shall be tasked with the running and management of the affairs of the Body Corporate and the HOA.

15.4 It is agreed that the CONTRACTOR/DEVELOPER shall further appoint a managing agent from date of formation of the Body Corporate and the HOA, and which managing agent shall, subject to service delivery in accordance with applicable guidelines and regulations, and of an acceptable level, be appointed for a period of 24 (Twenty-Four) months from formation.

16. RATES AND TAXES

16.1 The PURCHASER acknowledges that he has been made aware of the fact that, from the date of registration of transfer of the UNIT, he will responsible for payment of Rates and Taxes in respect of the UNIT as levied by the City of Johannesburg.

16.2 The PURCHASER shall, within 60 days of the date of transfer, ensure that City of Johannesburg open a Rates Account for the UNIT in his name. Should the PURCHASER fail and/or refuse to have the Rates and Taxes account opened, the Body Corporate shall be entitled to appoint an agent to open a Rates and Taxes account in the name of the PURCHASER and debit the charges for doing so to the PURCHASER'S levy account.

17. COOLING OFF PERIOD

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

18. SNAGS, DEFECTS AND OCCUPATION

- 18.1 The PURCHASER shall be afforded the opportunity to record patent defects (snags) before occupation of the UNIT.
- 18.2 The PURCHASER shall be invited by the DEVELOPER to inspect the unit and complete a snag list in writing and deliver the said list to the DEVELOPER.
- 18.3 The CONTRACTOR/DEVELOPER undertakes to rectify all such defects within 30 days. Should the PURCHASER fail to supply the CONTRACTOR/DEVELOPER with a list of defects after having been called upon to do so, it shall be accepted that there are no snags/patent defects.
- 18.4 Upon inspection of the unit and delivering the snag list to the DEVELOPER the PURCHASER shall be expected to sign off the letter of satisfaction and completion, which will enable the Property to be registered into the name of the PURCHASER.
- 18.5 The PURCHASER will be allowed an additional 90 days from date of registration or occupation, which ever takes place first, to indicate any latent defects which will be attended to by the CONTRACTOR/DEVELOPER.
- 18.6 Should the PURCHASER fail to supply the CONTRACTOR/DEVELOPER with a list of latent defects within 7 (seven) days of the date stipulated in clause 18.5 above, then it shall be agreed that there are no latent defects, and that the CONTRACTOR/DEVELOPER is absolved from further performance in this regard.

19. CONSUMER PROTECTION ACT

- 19.1 It is recorded that the CONTRACTOR/DEVELOPER is a "producer" as defined in the CPA and that the UNIT is sold with an "implied warranty of quality" as provided for in Section 56 of the CPA being a warranty that the UNIT complies with the requirements and standards contemplated in Section 55 of the CPA which Section 55 provides that the PURCHASER has a right to receive the UNIT on the basis that –
- 19.1.1 It will be reasonably suitable for the purposes for which it is generally intended;
- 19.1.2 It is of good quality, in good working order and free of any defects;
- 19.1.3 It will be useable and durable for a reasonable period, having regard to the use to which the UNIT would normally be put and to all the surrounding circumstances of its supply,
- 19.2 Except to the extent that the Buildings have been altered after having left the control of the CONTRACTOR/DEVELOPER.

19.3 It is however (as provided for in Section 55(6) of the CPA) recorded that –

19.3.1 The PURCHASER agrees to accept the UNIT as it stands provided that the Buildings are erected in a workmanlike fashion and substantially in terms of the attached plans and specifications. (PURCHASER to initial next to this provision as proof that the PURCHASER has assented to this provision and that the PURCHASER acknowledges the notice and his awareness of risk and acceptance of the provision.) **Initial** _____

19.3.2 In the event of a dispute as to whether the Buildings shall have been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications, the matter shall be referred to an independent architect agreed upon by the parties (or, if they cannot within three days agree, by the President of the Institute of Architects for the Gauteng Province), which the architect, acting as an expert and not an arbitrator, shall determine whether the Buildings have been erected in a workmanlike fashion and substantially in terms of attached plans and specifications, and if he determines that same is not the case, the CONTRACTOR/DEVELOPER shall do everything required by the architect until the architect is satisfied that the Buildings have been erected in a workmanlike fashion and substantially in terms of attached plans and specifications, the PURCHASER shall pay his costs or otherwise his costs shall be paid by the CONTRACTOR/DEVELOPER.

19.3.3 It is further noted by the parties that this agreement was not concluded as a result of direct marketing as defined in terms of the CPA, and that the PURCHASER(S) will therefore not be entitled to the rights afforded in terms of Section 16 of the CPA.

20. RESALE AND FURTHER BONDS

Pending registration of transfer of the UNIT to the PURCHASER, the PURCHASER shall not alienate or dispose of the UNIT without first having obtained the written consent thereto from the SELLER.

21. CONTINUOUS SALES AND MARKETING

21.1 The SELLER shall be allowed to continue marketing and selling the UNIT until all sections have successfully been transferred to PURCHASERS.

21.2 It is agreed that the PURCHASER/s may in no way harm this process and will agree to the fair utilisation of the UNIT and/or common property in this regard.

22. PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA ACT)

So as to give effect to the various parties' rights and obligations flowing from this agreement, the SELLER, DEVELOPER and/or their agent will be required to collect and process the personal information of the parties to this agreement. The parties hereby agree that their personal information may be processed by the SELLER, DEVELOPER and/or their agent and further processed and shared with any professional party involved in the transaction, including but not limited to Transferring Attorneys, Bond Registration Attorneys, bond cancellation attorneys, banks, mortgage originators, SARS, Local Authorities. The SELLER/DEVELOPER and/or their agent and all parties appointment by them in relation to this transaction will process the personal information of the parties for the duration of the transaction as may be required and will retain the personal information as required by law, in safekeeping and destroyed as provided for in the POPIA Act.

23. **BRIGHT LIGHT ELECTRICITY SERVICES AND MANAGEMENT AGREEMENT**

23.1. It is hereby recorded that the Seller (the developer) has entered into an Energy Services and Management Agreement ("ESMA") for a maximum potential duration of 25 years with Bright Light DevCo (Pty) Ltd with registration number: 2024/186037/07 ("Bright Light"). The ESMA forms part of the development infrastructure and provides for a suite of cost-saving energy efficiency and solar services, which are intended to benefit the development as a whole and, accordingly, the following parties:

23.1.1. the Purchaser, prior to the establishment of the sectional title scheme ("Scheme") in respect of the Property in terms of section 2(1) of the Sectional Titles Schemes Management Act, 8 of 2011 ("STSMA");

1.1.2. all registered owners of sections within the Scheme; and

1.1.3. all lawful occupants of the units.

23.2. The Parties acknowledge and agree that Bright Light has assumed risk by installing the capital-intensive Facility (as defined in the ESMA) for the benefit of, inter alia, the Purchaser and the body corporate or the homeowners association of the Scheme (of which the Purchaser will become a member), during the development of the Scheme and prior to the first general meeting being convened by the Seller and in accordance with Prescribed Management Rule 16(2)(d) of Annexure 1 to the STSMA Regulations, 2016 ("STSMA Regulations") in respect of the body corporate.

23.3. The Purchaser confirms that it has read and understood the commercial terms of the ESMA.

23.4. The Purchaser acknowledges that by signing this Agreement, the Purchaser irrevocably consents to Bright Light providing the Services (as defined in the ESMA) to the Purchaser, in accordance with the provisions of the ESMA.

23.5. The Purchaser irrevocably and unconditionally agrees and undertakes to do all such things and sign all such documents as may reasonably be required to ratify the ESMA to the extent necessary. Such actions shall include, but are not limited to:

BODY CORPORATE:

23.5.1. attending the first general meeting of the body corporate in person and voting in favour of ratification of the ESMA, alternatively, duly appointing a proxy at such meeting, provided that such proxy shall not act on behalf of more than two members and the proxy is given a specific mandate to vote in favour of the ratification of the ESMA;

23.5.2. to exercise a vote in favour of the ratification of the ESMA at any subsequent general meeting, should the ESMA not be ratified at the first general meeting;

23.5.3. alternatively, duly appointing a proxy or if called upon to do so, to nominate another person or member of the body corporate as proxy at the first general meeting and/or for any subsequent general meeting,

provided that such proxy shall not act on behalf of more than two members and the proxy is given a specific mandate to vote in favour of the ratification of the ESMA;

- 23.5.4. to support any application by a member, the developer and/or the body corporate to the Community Schemes Ombud Service or to the High Court for the ratification and/or implementation and/or enforcement of the ESMA.

HOMEOWNERS ASSOCIATIONS :

- 23.5.5. Instruct the directors or trustees of the homeowners association to ratify the ESMA and do all things necessary in accordance with the applicable constitutional documents and/or memorandum of incorporation, to ensure that such ratification occurs timeously and in compliance with the relevant provisions of those documents.
- 23.6. The Parties agree that the vote to which this irrevocable undertaking relates is not held or controlled by the Seller at any time. This undertaking applies solely to the ratification of the ESMA and does not affect the Purchaser's voting rights in respect of any other agenda items at the first general meeting.
- 23.7. The Purchaser acknowledges the existence, validity, and binding nature of the ESMA, and agrees to act in accordance with this acknowledgement at all times. The Purchaser further undertakes to inform all successors-in-title of the existence and binding effect of the ESMA, and to ensure that such successors acknowledge that the ESMA is binding on all members of the body corporate or the homeowners association.
- 23.8. This clause is severable from the rest of this Agreement and clause will remain in full force and effect notwithstanding any expiration or termination of this Agreement.

DECLARATION BY PURCHASER

1. **The PURCHASER herewith acknowledges and confirms that he/she/they have read the contents of the covering schedule and this Agreement of Sale and fully understand the contents thereof.**
2. **I/We herewith furthermore confirm that the position of the UNIT has been pointed out to me/us by the CONTRACTOR/DEVELOPER and I/we am/are fully aware of the dimensions and shape of the UNIT.**
3. **Suretyship**

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

THUS DONE AND SIGNED by the **PURCHASER** at _____ on this _____ day of
_____, 20____.

1. _____
AS WITNESS: _____ **PURCHASER:** _____

2. _____
AS WITNESS: _____ **PURCHASER:** _____

THUS, DONE AND SIGNED by the **SELLER** at _____ on this _____ day of
_____, 20____.

AS WITNESSES:

1. _____
AS WITNESS: _____ **SELLER:** _____

2. _____
AS WITNESS: _____

THUS, DONE AND SIGNED by the **DEVELOPER** at _____ on this _____ day of
_____, 20____.

AS WITNESSES:

1. _____
AS WITNESS: _____ **DEVELOPER:** _____

2. _____
AS WITNESS: _____

ANNEXURE 1

SPECIAL POWER OF ATTORNEY

I/We _____

Identity Number _____

Marital Status _____

and

I/We _____

Identity Number _____

Marital Status _____

The undersigned do hereby appoint Frederik Steyn or Samuel Marais or Douw Steyn with power of substitution to be my/our Attorney and agent and on my/our behalf to:

1. Sign all plans necessary for the submission of working drawings for SECTION _____ in the development known as **Madison Square Lifestyle Estate, Newlands, Johannesburg**.
2. Sign all documentation which might be needed to obtain approval of the abovementioned plans as if I/we are personally present and acting; hereby ratifying whatever such attorney and agent shall do on terms hereof.
3. Sign all documentation which might be needed to apply for the supply of water and electricity.

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

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

Witnesses:

1. _____
AS WITNESS: **PURCHASER:**

2. _____
AS WITNESS: **PURCHASER SPOUSE:**

ANNEXURE 2

SALIENT INFORMATION WITH REGARDS SECTIONAL TITLE OWNERSHIP

Frequently Asked Questions

1. What is Sectional Title Ownership?

Sectional title is a form of ownership where the owner holds/owns title to a section of a building that has been divided into two or more sections.

2. What is a Sectional Title Development Scheme?

It is a building that has been divided into a number of sections to be sold under Sectional Title in accordance with the Sectional Title Act No. 95. It is often simply referred to as the scheme.

3. Is this type of home ownership legal?

Yes, it is governed by the Sectional Title Act No. 95, of which full copies are available if required – just ask your agent.

4. How many sections are allowed per scheme?

There is no limit to the number of sections in a scheme.

5. What does the owner own in a scheme?

The section or sections he has purchased as well as an undivided share in the portion of the property known as the common property.

6. What is common property?

Common property is the land included in the scheme along with all part/s of the building/s that are not included and described in the various sections. Typical examples would be driveways, gardens, paved areas, staircases, undercover verandas, parking bays walls, foundations and the roof.

7. Who owns the common property?

The common property is owned by the body corporate.

8. What is a Body Corporate?

A Body Corporate is the legal term for the combined registered owners of all sections in a sectional title scheme.

9. How does a Body Corporate function?

A Body Corporate is managed by trustees who are elected by the owners at an annual general meeting (AGM). The Body Corporate may employ people to work for them, e.g. Gardeners, cleaners, etc. In such cases the Body Corporate is responsible for the payment of salaries which are obtained from the levies that owners pay.

10. What are trustees?

A Board of Trustees is a management committee elected out of body corporate members (owners of sections) or their appointed representatives and who are tasked with managing the daily affairs of the body corporate as well as its financial affairs.

11. What are exclusive use areas?

These are areas that have been allocated exclusively to a specific section, and which then befalls the owner of that section, e.g. an enclosed yard. Please note, in your scheme there are no exclusive use areas.

12. What is the Participation Quota (PQ)?

It is size of the section you own in relation to all the sections combined. Example, you have purchased 50m² in a scheme of 15 units all of the same size. Your PQ is therefore 50m² of 750m² which is equal to 6.667%.

13. Why is there a Participation Quota?

A PQ is used to calculate the financial portion of each owner towards:

- Levies
- Special levies
- Its legal obligations in cases where the body corporate owe money to a creditor
- To determine the weight its owner carries at a vote at a general meeting
- The undivided share in the common property of each owner of a section

Please note, PQs are shown on the Sectional Plan of the Scheme.

14. What are levies usually used for?

The monthly levy is used to pay for rates, refuse removal, sewerage, basic charges, meter readings building maintenance, security and a caretaker's fee. It also must provide for associated body corporate sundry expenses. The actual levy will be determined by the body corporate.

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

1. _____
AS WITNESS:

PURCHASER:

2. _____
AS WITNESS:

PURCHASER:

ANNEXURE 3

MADISON SQUARE LIFESTYLE ESTATE

SPECIFICATION DOCUMENT

NOTE: ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH THE NATIONAL BUILDING REGULATIONS **SANS 10400** AS WELL AS THE MINIMUM SPECIFICATIONS STIPULATED BY THE NHBRC AND THE REQUIREMENTS SET BY THE LOCAL GOVERNMENT DEPARTMENT OF HOUSING

NOTE: 'CLIENT' IN THIS DOCUMENT REFERS TO: THE PURCHASER IDENTIFIED IN CLAUSE 2.
RELEVANT LEGISLATION TO BE ADHERED TO DURING EXECUTION OF WORKS

The Contractor is to note that during the execution of the work the responsibility for compliance with the following legislation is imperative and is the Contractor's responsibility:

-  Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965)
-  Environmental Conservation Act, 1989 (Act 73 of 1989)
-  Occupational Health and Safety Act, 1993 (Act 85 of 1993)
-  National Building Regulations and Standards Act, 1996 (Act 29 of 1996)
-  Consumer Protection Measures Act, 1998 (Act 95 of 1998)
-  Electricity Act, 1996 (Act 88 of 1996)
-  National Energy Act 2008
-  National Water Act, 1998 (Act 36 of 1998)
-  National Environmental Management Act, 1998 (Act 107 of 1998)
-  Post Office Act, 1998 (Act 124 of 1998) (telephone installations)
-  National Heritage Resources Act, 1999 (Act 25 of 1999)
-  Fire Brigade Services Act, 2000 (Act 14 of 2000)
-  Local Government Ordinance 1939 (Ordinance 17 of 1939)
-  The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises" and the Regulations of the local Gas Board, where applicable.
-  Land Use Planning Ordinance No 15 1985
-  Town Planning and Township Ordinance No 15 1985
-  Black Communities Act 4 of 1984
-  Development Facilitation Act
-  Township Ordinance 9 of 1969
-  Any relevant and applicable Town Planning Scheme as per Local Authority requirements
-  The latest issue of SANS 10142-1: "Code of Practice for the Wiring of Premises",
-  SANS 204: Energy Efficient in Buildings
-  SANS 10114- Interior Lighting
-  SANS 10389- Exterior Lighting

The Developer shall not be party to or take responsibility for any contravention of the above Acts by the Contractor as a result of the execution of this Contract.

NOTE: THE DEVELOPER RESERVES THE RIGHT TO CHANGE OR ALTER THE SPECIFICATIONS AT ANY TIME.
ALL CHANGES WILL BE CONFIRMED WITH THE CLIENT.

NOTE: ALL MATERIALS HEREIN SPECIFIED ARE SUBJECT TO AVAILABILITY. WHERE ANY MATERIALS ARE NOT READILY AVAILABLE, THE DEVELOPER SHALL HAVE THE RIGHT TO USE THE NEAREST SIMILAR MATERIAL.

NOTE: SHOULD ANY OF THE ABOVE-MENTIONED REGULATIONS CHANGE AT ANY GIVEN STAGE, THE COST INCURRED WILL BE TO THE CLIENT'S ACCOUNT.

NOTE: ALL PLANS TO BE SUBJECT TO THE URBAN DESIGN FRAMEWORK BUT IN THE EVENT OF A CONTRADICTION, THIS SPECIFICATION SUPERSEDES THE PLAN.

NOTE: ALL IMPRESSIONS USED FOR MARKETING PURPOSES ARE ARTIST IMPRESSIONS AND NOT NECESSARILY REPRESENTATIVE OF THE EXACT COLOURS OR AMOUNT OF PAVING USED.

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1. GENERAL

- a. All materials and workmanship to comply with the NBR 0400, SANS 10400 and the NHBRC Home Building Manual.

2. SITE CLEARANCE AND LEVELLING

- a. Refer to Part F of SANS 0400 & SANS 10400.
- b. Clear the site for an area extending 1.0m beyond the building perimeter of all refuse and identified vegetation.
- c. Top soil shall be separated and kept on site to use in site scaping.
- d. Disturbed ground shall be compacted.
- e. The site should be shaped so that no water ponds within 1.5m of the building perimeter.
- f. On completion, the site shall be free of any building rubble and excess topsoil shall be spread evenly over the site before final handover.
- g. The site shall be levelled in accordance with the landscaping plan.
- h. The cost of rock excavation will be measured and paid for separately.

SUBSTRUCTURE

1. FOUNDATIONS

- a. Refer to Part H of SANS 0400 & SANS 10400.
- b. All foundations or rafts, and all other earthworks and construction work related to the foundations or rafts, shall be in accordance with the structural engineer's design and specifications.
- c. The use of ready-mixed concrete and the acceptability of test results from a central concrete production facility shall be subject to the written approval of the Engineer.
- d. Soil shall be compacted under and around the footprint of the building in accordance with the structural engineer's specification.
- e. Slump readings and concrete cube results as required by the structural engineer.

SUPERSTRUCTURE

1. BRICKWORK – EXTERNAL WALLS

- a. Refer to Part K of NBR 0400 & SANS 10400 and Edge Certified Ratings.
- b. Double skinned wall of 230mm with approved clay stock brick or standard cement stock bricks with an approved compressive strength as per Part K of SANS 0400 & SANS 10400 and Edge Certified Ratings or as per Engineer's spec.
- c. Approved minimum 375 micron damp proof course to all external walls as indicated per architectural detail.
- d. Approved minimum 375 micron damp proof course underneath window sill as per architectural detail.
- e. Pre-cast concrete external window sill and plastered internal window sills as per architectural detail.
- f. Mortar compressive strength and mix to be strictly in accordance with engineer's specification.
- g. Design mix to be forwarded to the structural engineer for approval prior to construction and test cubes as required by the structural engineer.
- h. Pre-stressed concrete lintels over all openings with minimum bearing length to engineer's specification. To be bedded in cement mortar.
- i. Minimum 2.8mm approved brickforce every fourth layer below lintel height and every layer above lintel height.
- j. Brickforce to be placed in compliance with structural engineer's specification.

2. BRICKWORK – INTERNAL WALLS

- a. Refer to Part K of NBR 0400 & SANS 10400 and Edge Certified Ratings.
- b. Single wall of 110mm with approved clay stock brick or standard cement stock bricks with an approved compressive strength as per Part K of SANS 10400 and Edge Certified Ratings or as per Engineer's spec.
- c. Internal fire walls to be built up to underside of roof tiles and sealed.
- d. Mortar compressive strength and mix to be strictly in accordance with engineer's specification.
- e. Minimum 2.8mm brickforce every fourth layer below lintel height and every layer above lintel height.
- f. The developer reserves the right to change the Internal Walls with a walling system that is approved by the NHBRC.

3. BALUSTRADES – STEEL

- a. All steelwork shall be specified by the structural engineer.
- b. Balustrades in standard sections, manufactured to architect's design and specification, can be alternated with brick balustrades as per architect's drawings.
- c. Balustrades on stair flights and covered walkways as per architectural section and detail, representing vertical rails with spacing in accordance with NBR.

4. PRECAST CONCRETE SLAB

- a. Refer to Part B of NBR 0400 & SANS 10400 and Edge Certified Ratings.
- b. Pre-stressed hollow core concrete slab or similar approved, including grouting of longitudinal lines and drilling of holes for light fitting conduits, as per engineer's specifications.
- c. Levelling screed of a minimum 50mm is required. Screed depth to be determined by coverage over conduits and to respond appropriately to differing floor finish to form a single finished floor level.
- d. Patios are to be waterproofed with a sloped modified screed and tiled.

5. STAIRS/STAIRWAYS

- a. Foundations and a structural frame as per engineer's details.
- b. All handrail connection details as per architectural details.

6. ROOFING AND CEILINGS

- a. Roof Construction
 - i. Timber trusses, battens, wall plates, tilting battens and all fixing screws as per architectural detail. Gang Nail Roof trusses to be fabricated to Roofing Engineer's design and placed in accordance with Roofing Engineer's drawing and certification.
 - ii. Roof support to be in place for geyser as per Engineer's specification, if applicable.
 - iii. All roof panels to be tied down with two strands of 4mm thick and 1200mm long galvanized wire anchors or "Hoop" irons, built into external walls, minimum of 6 courses deep or as per engineer's specifications.
 - iv. Storm clips to be fitted on the bottom two rows on both eaves.
 - v. Fascia's as per architectural detail to be included as per plan.
 - vi. The overhang on eaves to be as per architectural detail with a minimum of 300mm.
 - vii. The roof pitches to be as per architectural details.
 - viii. Gable ends to receive waterproofing with flashing and counter flashing as per detail.
 - ix. Roof covering as per architectural detail. Colour as per developer/architect.
 - x. Circulation areas on top floor to be covered as per plan.
- b. Ceilings and Cornices
 - i. Ceilings and insulation to comply with SANS 10400 XA regulation and Edge Certified Ratings.
 - ii. Moulded Cornices to top floor units only, as per architect's specification.

7. CARPENTRY AND JOINERY

- a. External Doors:
 - i. External doors to be 30 minute fire rating as per Fire Engineer's specification.
 - ii. Rubber door stop on all the front doors.
 - iii. Self-closing door mechanism on doors as per the fire rational.
 - iv. Aluminium weather bar.
- b. Internal Doors:
 - i. 40mm Masonite Medium Duty Horizontally Slated, SABS approved, suitable for painting – size: 813mm x 2032mm x 40mm complete with fixing screws, unpainted and in bathrooms size: 762mm x 2032mm x 40mm complete with fixing screws, unpainted.
- c. Rubber doorstep at every door.

8. WINDOW FRAMES

- a. Refer to Parts N, O and W SANS 0400 & of SANS 10400 and Edge Certified Ratings.
- b. All windows to be Powder Coated Aluminium (Black) window frames as per window schedule including black handles, catches and stays. Manufacturer as per architect's recommendation.
- c. All walkway and circulation areas windows to be as per the rational fire design.
- d. Burglar bars to all opening sections on the ground floor and walkways.

9. DOOR FRAMES

- a. Refer to Part W NBR 0400 & of SANS 10400 and Edge Certified Ratings.
- b. All external door frames to be steel – 1,6mm as per door schedule, with standard steel striker plate, to suit a plastered 230mm wall, with double rebate allowing for security gate and to suit floor finish (i.e. with screed and approved floor finish).
- c. All internal door frames to be a minimum of 1.2mm thick SABS standard steel as per door schedule with standard steel striker plate, to suit a plastered 230mm external or 110 mm internal wall, to suit floor finish (i.e. with screed and approved floor finish).

10. GLAZING

- a. Refer to Part N and O of NBR 0400 & SANS 10400 and Edge Certified Ratings and NHBC.
- b. Clear and obscure float glass as per architect's specifications.

11. IRONMONGERY

- a. Door Hardware
 - i. External doors – standard SABS cylinder lock set according to product specification.
 - ii. Internal doors – standard SABS multi two lever lock set according to product specification.
- b. Curtain Rails
 - i. Double curtain rail, including screws and plugs (Living and Bedrooms).
 - ii. No curtain rails in bathrooms.
- c. Bathroom Accessories
 - i. One single towel rail 900mm long as per developer specification.
 - ii. One toilet roll holder as per developer specification.
 - iii. One fitted mirror 450mm x 600mm.
 - iv. Bathrooms with showers – soap dish holder as per developer specification.

12. GUTTERS AND DOWNPIPES

- a. Pre-coloured, seamless, Chromadek type gutters and downpipes.
- b. Precast channels to be installed at rainwater downpipes outlets.

13. METALWORK

- a. Security Gates:
 - i. Security gate painted and fitted to front door and ground floor patios where applicable.

FINISHES

1. PLASTERING

- a. External Walls – Face brick and plaster combination.
 - i. One coat smooth, brushed or rough cast cement plaster finish as per architectural detail.
- b. Internal Walls
 - i. One coat smooth cement plaster finish as per architectural detail.
- c. Ceilings
 - i. All concrete soffits to be off shutter finished and painted only.

2. TILING AND FLOOR FINISH

- a. Floor Finish:
 - i. Wood float screed to take tiles.
 - ii. Floor tiles 500x500mm or 450x450mm with 100mm skirting tiles to units internally.
 - iii. Staircase precast concrete.
 - iv. Walkways screeded with cementitious waterproof finish.
- b. Wall tiles to be installed as follows:
 - i. Kitchen –Eezi Quartz splash-back to suit countertop 70mm high.
 - ii. Splashback above stove, between cupboards as per developer.
 - iii. Bathrooms – splash-back wash basin and bath.
 - iv. Shower cubicle to be tiled to ceiling height.
 - v. Bathroom wall to receive ceramic tiles (or similar approved); only to walls with sanitary fittings fixed thereto, from floor level to a height of 1.5m or the nearest uncut tile. Walls surrounding bathtub to receive glazed ceramic tiles (or similar approved).
 - vi. Accent Tiles to the inside of shower and non-slip tiles to the shower floor as per architect's specification.

3. CABINetry

- a. Kitchen units, as indicated on the architectural plans and tiled kick plate as per Architect's details.
- b. Tops - Eezi Quartz tops.
- c. Sides, bottom, shelves and hinged doors with impact edging, recessed hinges and steel handles, with masonite backing and tiled kick plate as per Architect's drawings and to kitchen specialist design and specification. This will include double bowl stainless steel sink to receive kitchen top mounted mixer.
- d. Bedrooms: Built-in cupboards to bedrooms and tiled kick plate as per Architect's drawings.

4. PLUMBING AND SANITARY INSTALLATION

- a. Refer to Part P of the NBR 0400 & SANS 10400 and Edge Certified Ratings.
- b. Sanitary fittings to include:
 - i. Wall mounted vanity. Ceramic hand wash basin on top of vanity – white with basin mixer.
 - ii. White ceramic close couple WC with internal dual/ top-flush cistern mechanism complete with seat and flap.
 - iii. Skirted freestanding bath - 1600 [Length] x 700 [Wide] x 569 [High] mm including waste, trap and overflow and SABS 15mm chrome plated hot and cold water supply under tile mixer, with hand shower.
 - iv. Rennai gas geyser, fitted inside service ducts.
- c. Taps to include:
 - i. Surface mounted basin mixer.
 - ii. Wall mounted bath mixer.
 - iii. Surface mounted sink mixer.

- iv. Range as per developer.
- d. All pipe work placed in the wall. All internal pipe work of SABS grade approved piping. Openings for waste pipes in walls to be neatly core drilled and not knocked open.
- e. Washing machine points to kitchens with waste pipes concealed within the wall.

5. FIRE HOSE REELS AND FIRE EXTINGUISHERS

- a. Firehose reels and extinguishers to be provided and positioned in accordance with the specifications as set out by the fire engineer's rational fire design.

6. ELECTRICAL INSTALLATION

- a. Units are to be supplied with:
 - i. Switches:
 - 1. Flush mounted white colour switch, complete with frame and cover, one to each bedroom.
 - 2. Living and kitchen areas shall have white colour switches, complete with frame and cover.
 - b. All light switches shall be installed at 1.4m above finished floor level as per the requirements of SANS 10142-1. Otherwise, the height of socket outlets may be indicated on the drawings:
 - i. Plugs:
 - 1. Flush mounted white colour combo outlet double plugs, complete with frame and cover, two to each bedroom.
 - 2. Livingroom shall have two flush mounted white colour combo outlet double plugs.
 - 3. Kitchen shall have flush mounted white colour combo outlet single plugs for fridge, washing machine and microwave, and two flush mounted white colour combo outlet above counter top.
 - ii. All socket outlets shall be positioned 300mm from finished ground floor as per the requirements of SANS 10142-1. Alternatively, the height of socket outlets may be indicated on the drawings.
 - iii. Light Fittings:
 - 1. Each room and passage to be fitted with a ceiling mounted bulkhead type light fitting (300mm with diffuser or similar; complete with 2 x 10W LED globes).
 - 2. Living and kitchen areas shall have a white colour light fitting with 3 spotlights set and track light with 2 spotlights set respectively.
 - 3. Bathroom shall have a ceiling mounted round type light fitting (270mm with diffuser or similar; complete with 2 x 10W LED globes).
 - iv. Other points:
 - 1. One data point per unit.
 - 2. One stove isolator for the electrical oven.
 - 3. One electrical point for mechanical ventilator/extractor in bathrooms if required.
- b. Lobby:
 - i. Each Lobby shall have ceiling mounted square bulkhead type light fitting.
- c. Stairs:
 - i. Each landing on the stairs to be fitted with one day-night sensor and light.
- d. Wiring and connectors as per Engineer.
- e. All fittings as per Architect/Developer.

7. ALTERNATIVE HEATING SYSTEM

- a. Alternative gas water heating system as per developer with surface mounted pipes as per SANS 10400 and Edge Certified Ratings.

8. APPLIANCES

- b. Gas hob with electrical oven to be included. Defy 600mm or similar.

9. PAINTING

- a. Colour Scheme:
 - i. A colour scheme comprising colours and the blending of colours approved by the Developer shall be used for the paintwork. The tints of the undercoats shall closely match the finishing coat but nevertheless differ sufficiently to indicate the number of undercoats. Colour samples of the finishing coats shall be provided in all cases.

10. METERS

- a. Water:
 - i. Smart/Prepaid 1 x Cold water meter to be installed as per developer's specification.
- b. Electrical:
 - i. Smart/Prepaid Electrical meter to be installed as per developer's specification, with additional connection to D.B Board.
- c. Gas:
 - i. Smart/Prepaid Gas meter to be installed as per developer's specification.

11. SIGNAGE

- a. One set of Perspex unit numbers to each front door as per architect/developer.
- b. Perspex building numbers, front and back to each building as per architect/developer.
- c. Perspex parking numbering as per architect/developer.

12. DSTV INSTALLATION – CONDUIT ONLY (TO BE FIBRE ENABLED)

- a. There will be a fibre ready DSTV point in each apartment that can be activated by appointment from the client to the supplier.

13. INTERNET INSTALLATION

- a. There will be a fibre point in each apartment that can be activated by appointment from the client to the supplier.

14. EXTERNAL AREAS TO INCLUDE THE FOLLOWING:

- a. The following have been included:
 - i. 600mm wide paving apron to perimeter of block using 50mm paving with an angled fillet.
 - ii. Roads serviced to site boundary as indicated on SDP.
 - iii. Parking areas as per the site development plan at 1 parking bay for every unit as per submitted and approved plans with visitors parking allowed for the entire complex.
 - iv. Floodlight to general parking area as per Developer.
 - v. 1,8m High Black Clearvu or similar approved perimeter fencing in between brick columns and brick plinth with 4-strand electric fencing.
 - vi. Guard House with motorised gate and booms at main entrance.
 - vii. Access gates to the gas and refuse yard to architect's specification.
 - viii. 1 x Turnstile with Biometric Access Control at the main gate.
 - ix. Landscaping and trees to common areas as per approved site development plan.
 - x. Refuse areas as per Architectural detail.
 - xi. Recreational play area as per developer's specifications.
 - xii. Clubhouse as per developer's specifications.
 - xiii. Swimming pool as per developer's specifications.
 - xiv. Open air braai areas as per developer's specifications.
 - xv. Washing lines within Dry Yard as per architect's plan.

PLEASE NOTE

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

This SCHEDULE OF FINISHES, signed by the **PURCHASER** at _____ on this _____ day of _____ 20____.

1.		
	AS WITNESS:	PURCHASER:
2.		
	AS WITNESS:	PURCHASER:

ANNEXURE 4

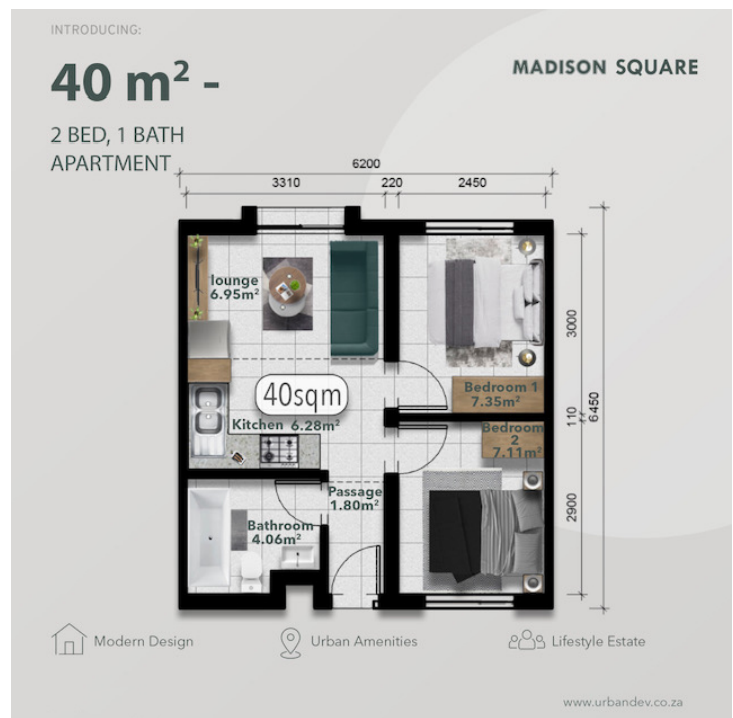
MADISON SQUARE LIFESTYLE ESTATE

UNIT PLANS

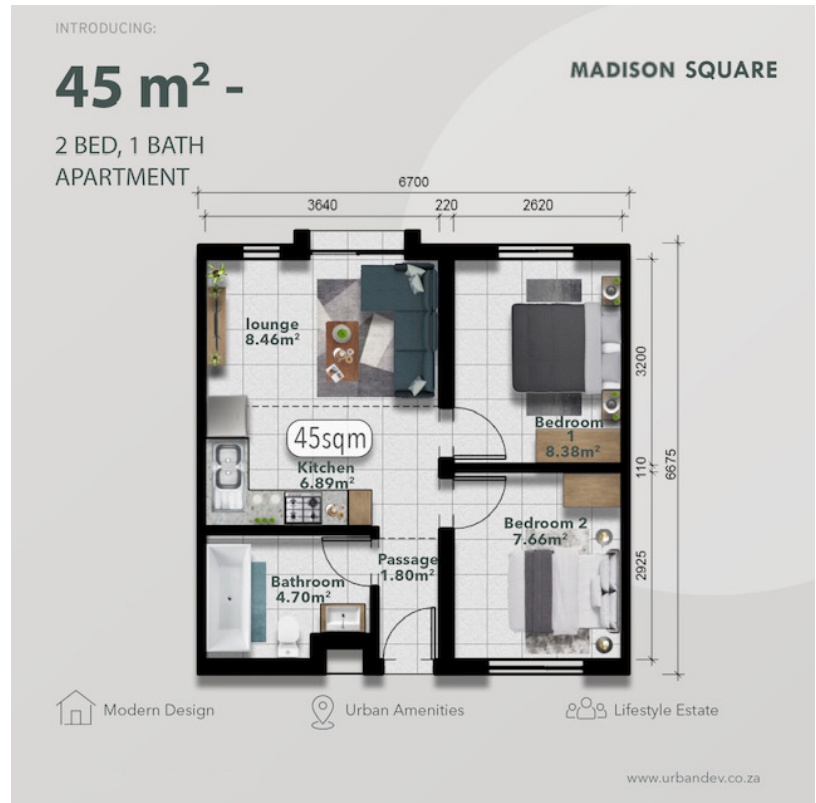
36m² Unit Typology 1-Bedroom, 1-Bathroom



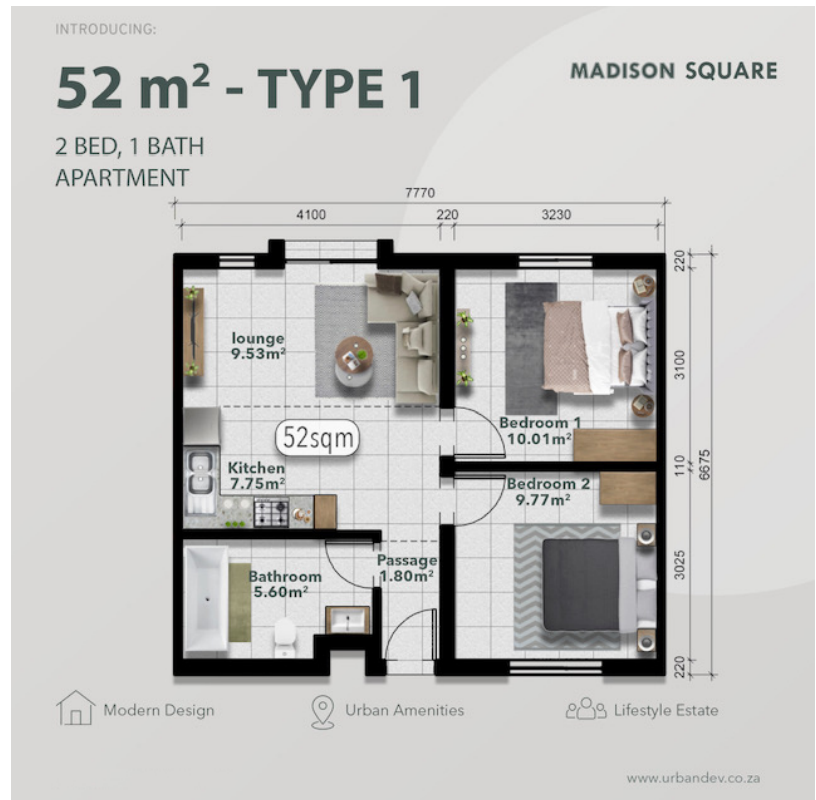
40 m² Unit Typology 2-Bedroom, 1-Bathroom



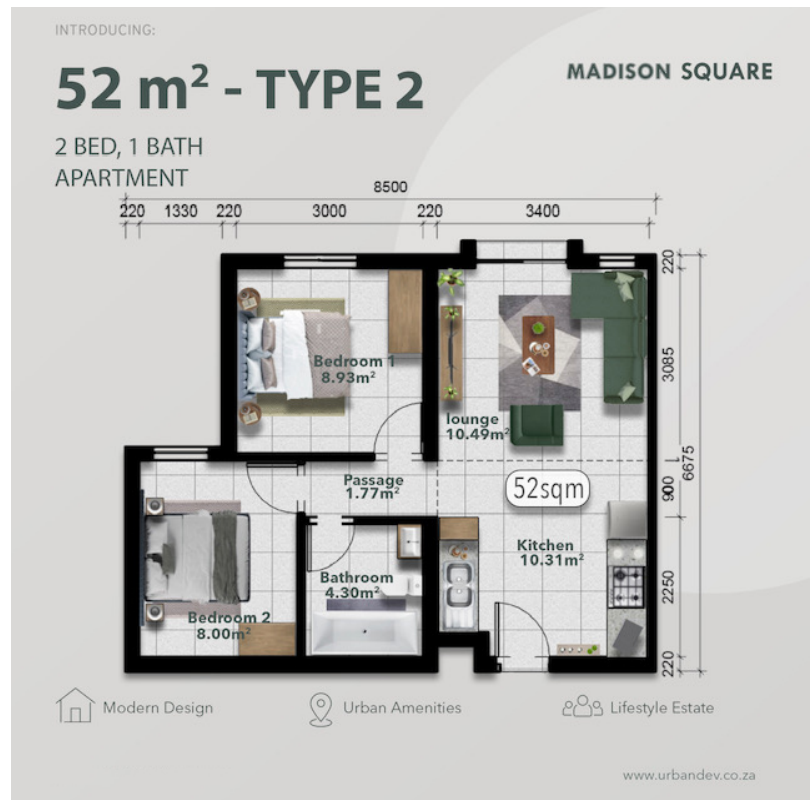
45 m² Unit Typology
2-Bedroom, 1-Bathroom



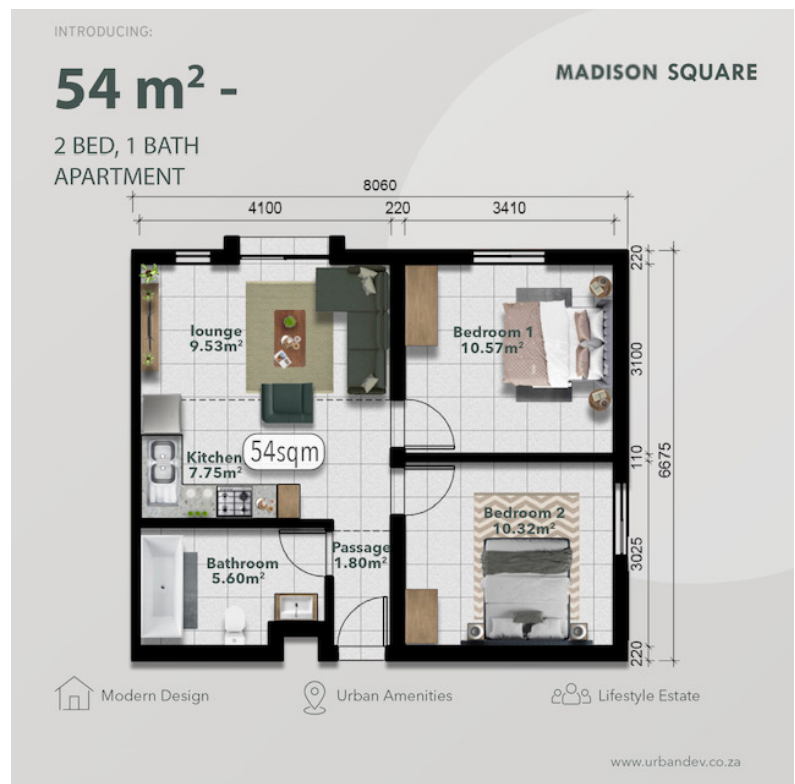
52 m² Unit Typology
2-Bedroom, 1-Bathroom



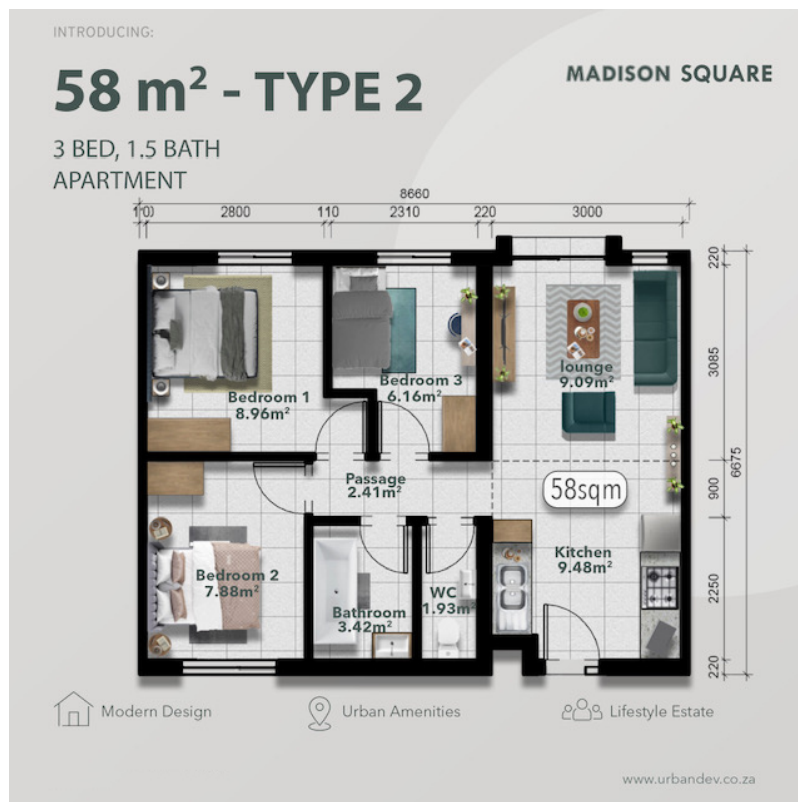
52 m² Unit Typology
2-Bedroom, 1-Bathroom



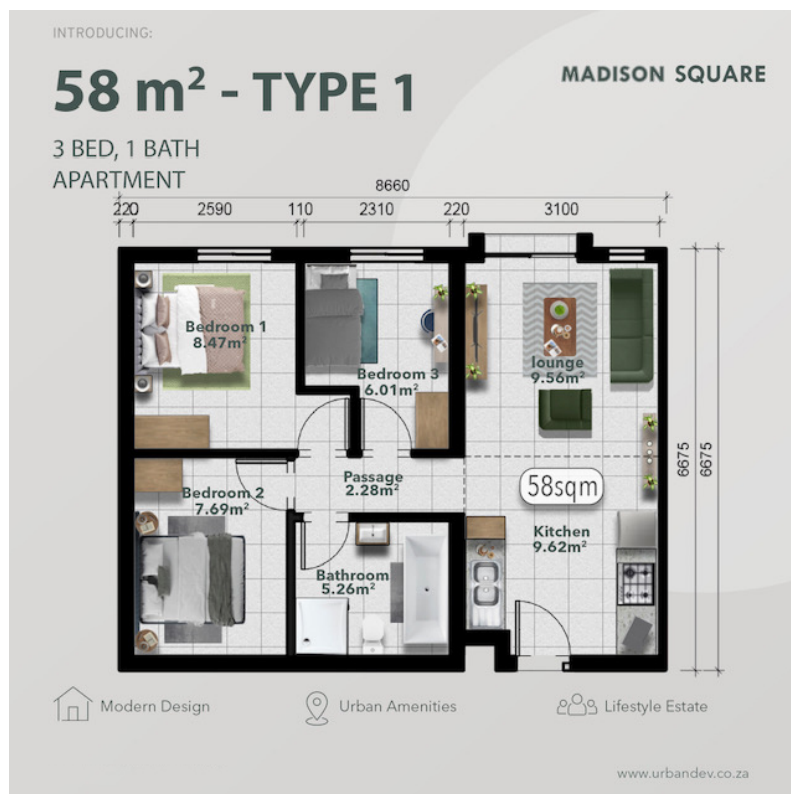
54 m² Unit Typology
2-Bedroom, 1-Bathroom



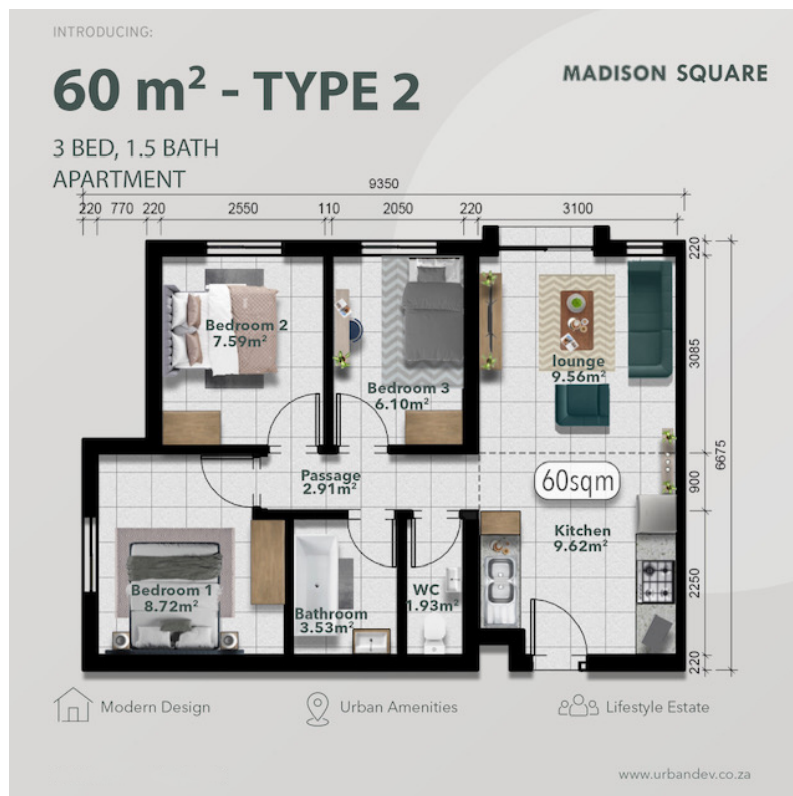
58 m² Unit Typology
2-Bedroom, 1.5 Bathroom



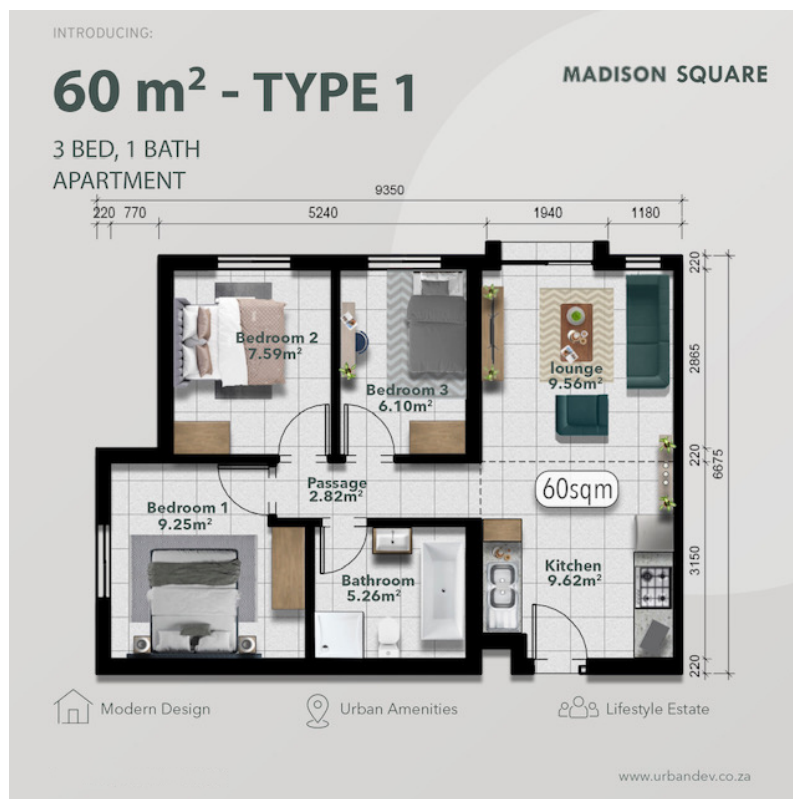
58 m² Unit Typology
2-Bedroom, 1-Bathroom



60 m² Unit Typology
3-Bedroom, 1,5 Bathroom



60 m² Unit Typology
3-Bedroom, 1-Bathroom



ANNEXURE 4 – UNIT TABLE

Phase no	Unit Type	A	B	C	D	E	F	G	H	I	J	K	L	M
		1-Bed, 1-Bath (shower)	2-Bed, 1-Bath	2-Bed, 1-Bath	2-Bed, 1-Bath	2-Bed, 1-Bath	2-Bed, 1-Bath	3-Bed, 1-Bath	3-Bed, 1,5-Bath	3-Bed, 1,5-Bath (separate toilet)	3-Bed, 1-Bath & Shower	3-Bed, 1-Bath	3-Bed, 1,5-Bath (bath & shower)	3-Bed, 2-Bath (en-suite)
	No of units per phase	Unit size m ²												
		36m ²	40m ²	45m ²	48m ²	52m ²	54m ²	58m ²	58m ²	60m ²	60m ²	64m ²	68m ²	68m ²
Phase 1	124	24	8	16	0	40	8	20		8		0	0	0
Phase 2	44	0	0	8	0	28	8	0		0		0	0	0
Phase 3	64	0	0	24	8	20	0	8		4		0	0	0
Phase 4	128	0	0	32	8	56	8	0		0		8	16	16
Phase 5	132	0	0	32	8	76	16	0		0		0	0	0
Phase 6	132	0	0	32	8	36	0	32		12		4	8	8
Total	624	24	8	144	32	256	40	60		24		12	24	24
% of Typology	100%	3,85%	1,28%	23,08%	5,13%	41,03%	6,41%	9,62%		3,85%		1,92%	3,85%	3,85%

MADISON SQUARE

Transforming the way
communities live

Blocks | Units | Parking | Pricing

Project Name: Madison Square
 Project Description: Phase 1: 124 units

CENTRAL PARK
CITY

Phase No	Building No	Unit No	Unit Size m ²	Selling Price	Bed	Bath	Patio	Parking No	Covered or Open	Unit Location
1	C	109	58	R 973 350	3	1	No	C109	Covered	Ground Floor
1	C	110	52	R 883 740	2	1	No	C110	Covered	Ground Floor
1	C	111	60	R1 000 130	3	1	No	C111	Covered	Ground Floor
1	C	112	45	R 774 560	2	1	No	C112	Covered	Ground Floor
1	C	113	58	R 973 350	3	1,5	No	C113	Covered	Ground Floor
1	C	114	58	R 973 350	3	1,5	No	C114	Covered	Ground Floor
1	C	115	58	R 973 350	3	1,5	No	C115	Covered	Ground Floor
1	C	116	45	R 774 560	2	1	No	C116	Covered	Ground Floor
1	C	117	60	R1 000 130	3	1,5	No	C117	Covered	Ground Floor
1	C	118	52	R 883 740	2	1	No	C118	Covered	Ground Floor
1	C	119	58	SOLD	3	1	No	C119	Covered	Ground Floor
1	C	120	58	R 955 840	3	1	No	C120	Covered	1st Floor
1	C	121	52	R 868 290	2	1	No	C121	Covered	1st Floor
1	C	122	60	SOLD	3	1	No	C122	Covered	1st Floor
1	C	123	45	R 761 170	2	1	No	C123	Covered	1st Floor
1	C	124	58	R 955 840	3	1,5	No	C124	Covered	1st Floor
1	C	125	58	R 955 840	3	1,5	No	C125	Covered	1st Floor
1	C	126	58	R 955 840	3	1,5	No	C126	Covered	1st Floor
1	C	127	45	R 761 170	2	1	No	C127	Covered	1st Floor
1	C	128	60	SOLD	3	1,5	No	C128	Covered	1st Floor
1	C	129	52	R 868 290	2	1	No	C129	Covered	1st Floor

1	C	130	58	R 955 840	3	1	No	C130	Covered	1st Floor
1	C	131	58	R 937 300	3	1	No	C131	Covered	2nd Floor
1	C	132	52	R 851 810	2	1	No	C132	Covered	2nd Floor
1	C	133	60	SOLD	3	1	No	C133	Covered	2nd Floor
1	C	134	45	SOLD	2	1	No	C134	Covered	2nd Floor
1	C	135	58	R 937 300	3	1,5	No	C135	Covered	2nd Floor
1	C	136	58	R 937 300	3	1,5	No	C136	Covered	2nd Floor
1	C	137	58	R 937 300	3	1,5	No	C137	Covered	2nd Floor
1	C	138	45	SOLD	2	1	No	C138	Covered	2nd Floor
1	C	139	60	SOLD	3	1,5	No	C139	Covered	2nd Floor
1	C	140	52	R 851 810	2	1	No	C140	Covered	2nd Floor
1	C	141	58	R 937 300	3	1	No	C141	Covered	2nd Floor
1	C	142	58	R 973 350	3	1	No	C142	Covered	3rd Floor
1	C	143	52	R 883 740	2	1	No	C143	Covered	3rd Floor
1	C	144	60	R1 000 130	3	1	No	C144	Covered	3rd Floor
1	C	145	45	R 774 560	2	1	No	C145	Covered	3rd Floor
1	C	146	58	R 973 350	3	1,5	No	C146	Covered	3rd Floor
1	C	147	58	R 973 350	3	1,5	No	C147	Covered	3rd Floor
1	C	148	58	R 973 350	3	1,5	No	C148	Covered	3rd Floor
1	C	149	45	R 774 560	2	1	No	C149	Covered	3rd Floor
1	C	150	60	SOLD	3	1,5	No	C150	Covered	3rd Floor
1	C	151	52	R 883 740	2	1	No	C151	Covered	3rd Floor
1	C	152	58	R 973 350	3	1	No	C152	Covered	3rd Floor
1	D	153	54	R 912 580	2	1	No	D153	Covered	Ground Floor
1	D	154	45	R 774 560	2	1	No	D154	Covered	Ground Floor
1	D	155	52	R 883 740	2	1	No	D155	Covered	Ground Floor
1	D	156	52	R 883 740	2	1	No	D156	Covered	Ground Floor

1	D	157	52	R 883 740	2	1	No	D157	Covered	Ground Floor
1	D	158	52	R 883 740	2	1	No	D158	Covered	Ground Floor
1	D	159	52	R 883 740	2	1	No	D159	Covered	Ground Floor
1	D	160	52	SOLD	2	1	No	D160	Covered	Ground Floor
1	D	161	45	R 774 560	2	1	No	D161	Covered	Ground Floor
1	D	162	54	R 912 580	2	1	No	D162	Covered	Ground Floor
1	D	163	54	R 895 070	2	1	No	D163	Covered	1st Floor
1	D	164	45	R 761 170	2	1	No	D164	Covered	1st Floor
1	D	165	52	R 868 290	2	1	No	D165	Covered	1st Floor
1	D	166	52	R 868 290	2	1	No	D166	Covered	1st Floor
1	D	167	52	R 868 290	2	1	No	D167	Covered	1st Floor
1	D	168	52	R 868 290	2	1	No	D168	Covered	1st Floor
1	D	169	52	R 868 290	2	1	No	D169	Covered	1st Floor
1	D	170	52	SOLD	2	1	No	D170	Covered	1st Floor
1	D	171	45	R 761 170	2	1	No	D171	Covered	1st Floor
1	D	172	54	R 895 070	2	1	No	D172	Covered	1st Floor
1	D	173	54	R 878 590	2	1	No	D173	Covered	2nd Floor
1	D	174	45	R 746 750	2	1	No	D174	Covered	2nd Floor
1	D	175	52	R 851 810	2	1	No	D175	Covered	2nd Floor
1	D	176	52	R 851 810	2	1	No	D176	Covered	2nd Floor
1	D	177	52	R 851 810	2	1	No	D177	Covered	2nd Floor
1	D	178	52	R 851 810	2	1	No	D178	Covered	2nd Floor
1	D	179	52	R 851 810	2	1	No	D179	Covered	2nd Floor
1	D	180	52	SOLD	2	1	No	D180	Covered	2nd Floor
1	D	181	45	SOLD	2	1	No	D181	Covered	2nd Floor
1	D	182	54	SOLD	2	1	No	D182	Covered	2nd Floor
1	D	183	54	R 912 580	2	1	No	D183	Covered	3rd Floor

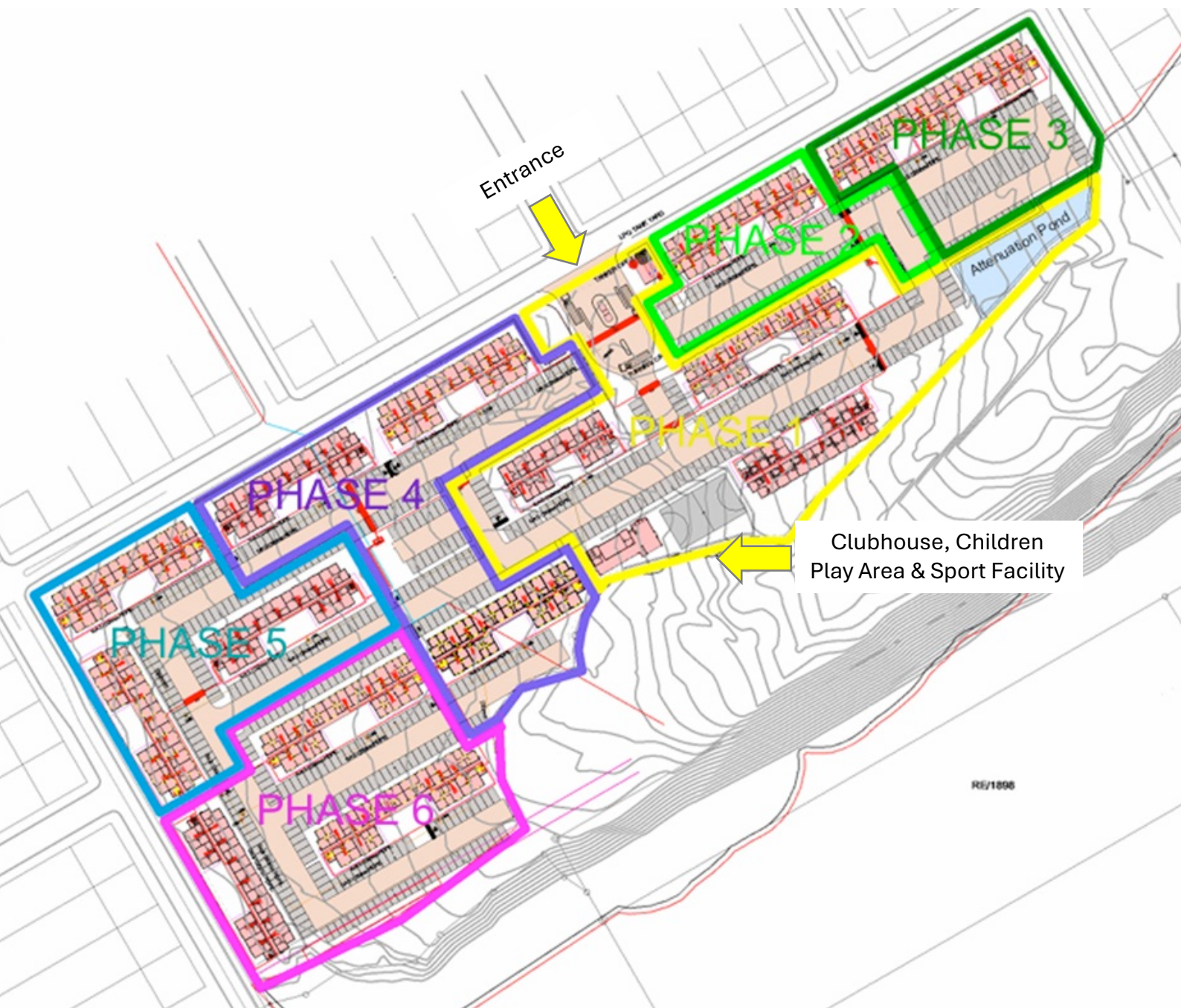
1	D	184	45	R 774 560	2	1	No	D184	Covered	3rd Floor
1	D	185	52	R 883 740	2	1	No	D185	Covered	3rd Floor
1	D	186	52	SOLD	2	1	No	D186	Covered	3rd Floor
1	D	187	52	SOLD	2	1	No	D187	Covered	3rd Floor
1	D	188	52	R 883 740	2	1	No	D188	Covered	3rd Floor
1	D	189	52	R 883 740	2	1	No	D189	Covered	3rd Floor
1	D	190	52	R 883 740	2	1	No	D190	Covered	3rd Floor
1	D	191	45	R 774 560	2	1	No	D191	Covered	3rd Floor
1	D	192	54	R 912 580	2	1	No	D192	Covered	3rd Floor
1	M	541	36	SOLD	1	1	No	M541	Covered	Ground Floor
1	M	542	36	SOLD	1	1	No	M542	Covered	Ground Floor
1	M	543	36	SOLD	1	1	No	M543	Covered	Ground Floor
1	M	544	40	SOLD	2	1	No	M544	Covered	Ground Floor
1	M	545	52	R 883 740	2	1	No	M545	Covered	Ground Floor
1	M	546	52	R 883 740	2	1	No	M546	Covered	Ground Floor
1	M	547	40	R 693 190	2	1	No	M547	Covered	Ground Floor
1	M	548	36	R 628 300	1	1	No	M548	Covered	Ground Floor
1	M	549	36	R 628 300	1	1	No	M549	Covered	Ground Floor
1	M	550	36	R 628 300	1	1	No	M550	Covered	Ground Floor
1	M	551	36	SOLD	1	1	No	M551	Covered	1st Floor
1	M	552	36	SOLD	1	1	No	M552	Covered	1st Floor
1	M	553	36	SOLD	1	1	No	M553	Covered	1st Floor
1	M	554	40	R 680 830	2	1	No	M554	Covered	1st Floor
1	M	555	52	SOLD	2	1	No	M555	Covered	1st Floor
1	M	556	52	R 868 290	2	1	No	M556	Covered	1st Floor
1	M	557	40	SOLD	2	1	No	M557	Covered	1st Floor
1	M	558	36	SOLD	1	1	No	M558	Covered	1st Floor

1	M	559	36	SOLD	1	1	No	M559	Covered	1st Floor
1	M	560	36	SOLD	1	1	No	M560	Covered	1st Floor
1	M	561	36	SOLD	1	1	No	M561	Covered	2nd Floor
1	M	562	36	SOLD	1	1	No	M562	Covered	2nd Floor
1	M	563	36	SOLD	1	1	No	M563	Covered	2nd Floor
1	M	564	40	SOLD	2	1	No	M564	Covered	2nd Floor
1	M	565	52	R 851 810	2	1	No	M565	Covered	2nd Floor
1	M	566	52	R 851 810	2	1	No	M566	Covered	2nd Floor
1	M	567	40	SOLD	2	1	No	M567	Covered	2nd Floor
1	M	568	36	SOLD	1	1	No	M568	Covered	2nd Floor
1	M	569	36	SOLD	1	1	No	M569	Covered	2nd Floor
1	M	570	36	SOLD	1	1	No	M570	Covered	2nd Floor
1	M	571	36	R 628 300	1	1	No	M571	Covered	3rd Floor
1	M	572	36	R 628 300	1	1	No	M572	Covered	3rd Floor
1	M	573	36	R 628 300	1	1	No	M573	Covered	3rd Floor
1	M	574	40	R 693 190	2	1	No	M574	Covered	3rd Floor
1	M	575	52	R 883 740	2	1	No	M575	Covered	3rd Floor
1	M	576	52	R 883 740	2	1	No	M576	Covered	3rd Floor
1	M	577	40	SOLD	2	1	No	M577	Covered	3rd Floor
1	M	578	36	R 628 300	1	1	No	M578	Covered	3rd Floor
1	M	579	36	SOLD	1	1	No	M579	Covered	3rd Floor
1	M	580	36	SOLD	1	1	No	M580	Covered	3rd Floor

ANNEXURE 6

MADISON SQUARE LIFESTYLE ESTATE

SITE DEVELOPMENT PLAN



ANNEXURE 7

MADISON SQUARE LIFESTYLE ESTATE

KITCHEN CUPBOARDS

36m² Unit



40m², 45m², 52m² & 54m² Unit



52m² Unit (split)



58m² & 60m² Unit (split)



ANNEXURE 8

MADISON SQUARE LIFESTYLE ESTATE

Important Information on Madison Square

Item	Description	Initial	Initial
1	A Levy account will be issued monthly. The levy charge is payable to the managing agent for use towards maintenance, security, development management etc.		
2	Fibre-ready and various pre-approved ISP (service providers) packages available		
3	Gas is pre-paid		
4	Water is pre-paid		
5	Sewer charges are charged to your monthly levy account in accordance with CoJ rates		
6	Electricity is pre-paid		
7	The Stove and Geyser work using gas		
8	Rates and Taxes will be charged to your CoJ account		
9	A guard house is provided for future security appointed by the Body Corporate		
10	The development will have a perimeter fence with an electric fence, gatehouse with biometric access control on completion		
11	The development will have a clubhouse; children play area and recreation facility		
12	DSTV is available through streaming, no DSTV dishes are permitted		
13	1 Parking Bay is pre-allocated to each unit. All units are allocated a covered parking bay		

By appending my signature to this document I acknowledge that I accept and understand all the points mentioned above.

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

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

Witnesses:

1. _____
AS WITNESS: **PURCHASER:**

2. _____
AS WITNESS: **PURCHASER SPOUSE:**