

## OFFER TO PURCHASE

THE  
DEN  
STELLENBOSCH

**SCHEDULE OF PARTICULARS****1 PARTIES****1.1 THE SELLER**

PV PROJECTS PROPRIETARY LIMITED

Registration Number: 2014/209231/07  
Physical address: 40 Silverboomkloof Road, Spanish Farm, Somerset  
West, Western Cape, 7129  
Telephone number: (021) 200 1463  
E-mail address: [japie@wiprop.co.za](mailto:japie@wiprop.co.za)  
herein represented by J DE VOS, duly authorised thereto;

**1.2 PURCHASER(S)****1.2.1 Purchaser 1**

\_\_\_\_\_  
Identity Number: \_\_\_\_\_  
Marital Status: \_\_\_\_\_  
If married in community of property, spouse's full names:  
\_\_\_\_\_  
Spouse's identity number: \_\_\_\_\_  
Physical address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Fax number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
\_\_\_\_\_  
Income tax number: \_\_\_\_\_  
\_\_\_\_\_

**1.2.2 Purchaser 2 (if applicable)**

\_\_\_\_\_  
Identity Number: \_\_\_\_\_  
Marital Status: \_\_\_\_\_  
If married in community of property, spouse's full names:  
\_\_\_\_\_  
Spouse's identity number: \_\_\_\_\_  
Physical address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

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

Income tax number: \_\_\_\_\_

**1.2.3 Alternatively, in the case of a company, close corporation or trust:**

Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_

herein represented by \_\_\_\_\_, duly authorised thereto;

Physical / Registered address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

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

Income tax / VAT Number: \_\_\_\_\_

**2 THE PROPERTY**

SECTION

Section No.: \_\_\_\_\_

Extent: approximately \_\_\_\_\_ square metres,  
together with an undivided share in the Common Property apportioned to the Section in  
terms of the Participation Quota.

EXCLUSIVE USE AREA(S)

Parking Bay No.:

Extent: approximately 12.50 square metres,

Garden Area No., if applicable: \_\_\_\_\_

Extent: approximately \_\_\_\_\_ square metres,

(collectively hereinafter referred to as **"the Property"**, as indicated on the Plans attached as  
Annexure "\_\_\_\_")

**3 THE PURCHASE PRICE**

Purchase price of the Property: R \_\_\_\_\_ (VAT incl.)

Deposit payable: \_\_\_\_\_

Bond amount to be applied for, if applicable: \_\_\_\_\_

**4 CONVEYANCERS**

Cluver Markotter Inc.

Reference: AL de Waal

Address: 1<sup>st</sup> Floor, Cluver Markotter Building, Mill Street, Stellenbosch, 7600

Tel: (021) 808 5600

Facsimile: (021) 886 5420

E-mail: [arendw@cluvermarkotter.law](mailto:arendw@cluvermarkotter.law)

**5 ESTIMATED DATE OF TRANSFER:** January 2019

**6 OCCUPATION DATE:** **JAN 2019**

**7 OCCUPATIONAL RENTAL:** \_\_\_\_\_ per month

**8 ESTIMATED MONTHLY LEVY:** R995.00

**9 AGENT**

Name of Agency: UNREALTY PROPRIETARY LIMITED

Name of Agent: Stefin Strydom

Contact Number: 021 200 1463

E-mail address: [theden@unrealty.co.za](mailto:theden@unrealty.co.za)

**CONSUMER PROTECTION ACT NOTICE**

In light thereof that the Property is sold in the ordinary course of the Seller's business, this Agreement shall be subject to the Consumer Protection Act 68 of 2008 (hereinafter referred to as the "Consumer Protection Act") in the event that:

- A. the Purchaser is a natural person; or
- B. the Purchaser is a juristic person (a company, close corporation, trust or partnership) with an annual turnover or asset value of less than R2 000 000.00 as determined at the signature date.

Certain parts of this Agreement have been printed in bold in order to specifically draw the attention of the Purchaser thereto, as required in terms of the Consumer Protection Act. These highlighted parts either:

- A. limits the risk or liability of the Seller or any other person;
- B. constitutes an assumption of risk or liability by the Purchaser;
- C. imposes an obligation on the Purchaser to indemnify the Seller or any other person for some cause; and/or
- D. is an acknowledgement of a fact by the Purchaser.

The Purchaser must ensure that, before signing this Agreement, he/she/it understands the terms and conditions of this Agreement. The Purchaser can request an explanation of these terms if he/she/it is unclear and the Purchaser must not sign this Agreement until any uncertain or unclear terms have been explained to the Purchaser's satisfaction.

## TERMS AND CONDITIONS OF SALE

### 1 INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise indicates:
- 1.1.1 "**Act**" means the Sectional Titles Act No. 95 of 1986, or any amendment thereof, and includes the regulations promulgated thereunder from time to time;
  - 1.1.2 "**Agent**" means the agent referred to in paragraph 9 of the Schedule of Particulars;
  - 1.1.3 "**Agreement**" means this agreement signed by the Parties hereto together with all annexures hereto, including any addendum and / or amendment recorded in writing and signed by the Parties;
  - 1.1.4 "**Architect**" means Dennis Moss Partnership of 17 Mark Street, Stellenbosch, 7600, or such other firm(s) as may be appointed by the Seller from time to time;
  - 1.1.5 "**Body Corporate**" means the body corporate to be established for the Scheme in terms of Section 36 of the Act;
  - 1.1.6 "**Building**" means the building on the Land;
  - 1.1.7 "**Business Day**" means any day other than a Sunday, Saturday or public holiday;
  - 1.1.8 "**Common Property**" means such parts of the Land and Building which do not form part of a Section;
  - 1.1.9 "**the Conveyancers**" means the Conveyancers described in paragraph 4 of the Schedule of Particulars;
  - 1.1.10 "**Completion Date**" means the date upon which the Building and the Section have in the opinion of the Architect reached the state of completion where it can effectively be used for the purpose intended. The decision of the Architect shall be final and binding upon the parties. This date shall be treated as the date in which the Section is complete for beneficial occupation;
  - 1.1.11 "**Estimated Transfer Date**" means the date specified in paragraph 5 of the Schedule of Particulars;
  - 1.1.12 "**Exclusive Use Area/s**" means a part or parts of the Common Property forming part of the Scheme reserved for the exclusive use of an owner of a specific Section, as identified on the Sectional Plan;
  - 1.1.13 "**FICA**" means the Financial Intelligence Centre Act No. 38 of 2001, or any amendment thereof, and includes regulations promulgated thereunder from time to time, if any;

- 1.1.14 **“Garden Area”** means a garden area to be acquired by the Purchaser should the Purchaser acquire a Section which is located on the ground floor of the Building, the number and siting of which more fully appears from paragraph 2 of the Schedule of Particulars, read together with the attached Plans;
- 1.1.15 **“HCPM Act”** means the Housing Consumers Protection Measures Act No. 95 of 1998, or any amendment thereof, and includes regulations promulgated thereunder from time to time, if any;
- 1.1.16 **“Land”** means Erf 16399 Stellenbosch;
- 1.1.17 **“Land Surveyor”** means Friedlander, Burger & Volkmann of 39 Herte Street, Stellenbosch, 7600, or such other firm as may be appointed by the Seller from time to time;
- 1.1.18 **“Latent Defect”** for the purposes of clause 9.2 hereof means those defects the existence of which are recorded in writing by the Architect as latent and requiring to be remedied or repaired;
- 1.1.19 **“Occupation Date”** means the date specified in paragraph 6 of the Schedule of Particulars;
- 1.1.20 **“Parking Bays”** means the parking bay(s) to be acquired by the Purchaser, as more fully described in paragraph 2 of the Schedule of Particulars and further identified on the Plans;
- 1.1.21 **“Participation Quota”** means, in relation to a Section, the decimal fraction allocated thereto in the Sectional Plan and which is calculated in terms of Section 32(1) of the Act;
- 1.1.22 **“Plans”** means collectively:
- 1.1.22.1 a floor plan of the Section,
- 1.1.22.2 a plan of the entire floor in the Building on which the Section is situated, and
- 1.1.22.3 a parking layout plan on which the Parking Bays are delineated and numbered,
- attached hereto as annexures “A1”, “A2” and “A3” respectively;
- 1.1.23 **“Prime Rate”** means a rate of interest per annum which is equal to the Seller’s bankers published minimum lending rate of interest per annum, compounded monthly in arrears, charged by the said bank on the unsecured overdrawn current accounts of its most favoured corporate clients in the private sector from time to time;

- 1.1.24      **"Property"** means the Section together with an undivided share in the Common Property forming part of the proposed Scheme as determined in terms of the Act and Exclusive Use Area(s), as identified in paragraph 2 of the Schedule of Particulars;
- 1.1.25      **"Purchaser"** means the purchaser of the Property, being the Party described in paragraph 1.2 the Schedule of Particulars;
- 1.1.26      **"Register"** means the sectional title register to be opened in respect of the Scheme in terms of the Act;
- 1.1.27      **"Rules"** mean the management and conduct rules in terms of which the Body Corporate controls the Scheme, which rules are available upon request and can be obtained by the Purchaser from the Agent;
- 1.1.28      **"Schedule of Particulars"** means the schedule of particulars prefixed to this Agreement;
- 1.1.29      **"Scheme"** means the Sectional Title Scheme on the Land known as *"The Den"*;
- 1.1.30      **"Section"** means the section as indicated as such in the Sectional Plan;
- 1.1.31      **"Sectional Plan"** means the sectional plan for the Scheme;
- 1.1.32      **"Schedule of Finishes"** means the schedule of finishes as set out in annexure "B", the construction details of which are capable of unilateral variation by the Seller, but the details of finishes in which, insofar as they relate to the Section, may be varied from time to time by the Seller, or in terms of the substitution provisions in clause 10.2;
- 1.1.33      **"Seller"** means the seller of the Property, being the Party described in paragraph 1.1 of the Schedule of Particulars;
- 1.1.34      **"Signature Date"** means the date on which this Agreement is signed by the last party in time;
- 1.1.35      **"Specifications"** means the details of the Section and the Building set out in annexure "C";
- 1.1.36      **"STSM Act"** means the Sectional Titles Schemes Management Act No. 8 of 2011, or any amendment thereof, and includes regulations promulgated thereunder from time to time, if any;
- 1.1.37      **"Suspensive Conditions"** means the suspensive conditions set out in clause 7 of this Agreement;



- 1.1.38 **"Transfer"** means registration of transfer of the Property into the name of the Purchaser; and
- 1.1.39 **"VAT"** means value-added tax at the applicable rate in terms of the VAT Act;
- 1.1.40 **"VAT Act"** means the Value Added Tax Act No. 89 of 1991, or any amendment thereof, and includes regulations promulgated thereunder from time to time, if any;
- 1.2 Unless the context otherwise indicates, words and expressions defined in the Act shall have the meanings therein defined.
- 1.3 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include female words and words importing person shall include partnerships and bodies corporate and vice versa.
- 1.4 Reference to the Agreement means this Agreement including the Schedule of Particulars and all Annexures thereto.
- 1.5 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.
- 1.6 If any provision in a definition and/or in the Schedule of Particulars is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- 1.7 If any clause (or part thereof) is at any time found to be invalid, such invalidity shall not in any way affect the validity of the remainder of this Agreement.

## **2 RECORDAL**

- 2.1 The Seller intends to establish a sectional title scheme on the Land comprising residential accommodation.
- 2.2 The Seller has agreed to sell and the Purchaser has agreed to purchase the Property.
- 2.3 The parties wish to record their agreement in writing.

## **3 ACKNOWLEDGEMENTS BY PURCHASER**

**The Purchaser acknowledges that:**

- 3.1 the Sectional Plan has not yet been prepared or approved and that accordingly the exact and final boundaries and areas of the Property, will be those shown on the Sectional Plan. The undivided share in the Common Property apportioned to the Section shall be in accordance with the Participation Quota, upon approval and registration of the Sectional Plan;
- 3.2 the Building has not yet been erected or completed as the case may be;
- 3.3 the extent of the Section on the Sectional Plan will be measured by the Land Surveyor in terms of the Act;
- 3.4 transfer of the Section and cession of the rights to the Exclusive Use Areas is able to take place only simultaneously with or forthwith after the opening of the Register;
- 3.5 he/she/it has read and approved the Plans and the Specifications and that he/she/it will be obliged to accept delivery of the Property:
  - 3.5.1 completed substantially according to the Plans and the Specifications; and
  - 3.5.2 as finally depicted and delineated on the Sectional Plan.
- 3.6 the Plans and the Specifications, insofar as they relate to the structure of the Building, including but not limited to all measurements and dimensions reflected in this Agreement, may be varied ("the variations and specifications"):
  - 3.6.1 as a result of the requirements of:
    - 3.6.1.1 all authorities having jurisdiction over the construction and finishing of the Building; and
    - 3.6.1.2 the Architect, engineer or any other member of the professional team appointed in relation to the Scheme, arising on either aesthetic, technical or construction grounds, or
  - 3.6.2 to such extent as may be reasonably necessary, to:
    - 3.6.2.1 comply with any special impediments such as water, sewer or electrical lines either above or underground or any rock or other soil condition; and
    - 3.6.2.2 give effect to any changes in materials, finishes or fittings which the Seller considers to be appropriate or which may not be readily available at the time due to shortage in supply of such materials, finishes or fittings, without however detracting from the quality of the Building and/or Section,

but that there will be no material change to the floor plan of the Section, nor to the Specifications insofar as it relates to internal finishes in the Section other than with the prior written consent of the Purchaser, which consent shall not unreasonably be withheld, or under the substitution provisions of clause 10.2;

- 3.7 any images reflected or displayed on the website for the Scheme, in any marketing brochures, pamphlets and any other advertising material are for illustrative purposes only and will not be binding on the Seller;
- 3.8 any model of the Section or the Building made by or on behalf of the Seller and any advertisement or other advertising material used for purposes of marketing the Scheme and/or the Section shall not constitute a representation by the Seller, and the Purchaser shall not be entitled to rely on any information therein;
- 3.9 on the Completion Date some portions of the Common Property and other sections in the Building may be incomplete and as a result:
  - 3.9.1 he/she/it may suffer inconvenience from on-going building operations;
  - 3.9.2 his/her/its peaceful use and enjoyment of and access to the Property may be temporarily interrupted; and
  - 3.9.3 noise and dust pollution may be caused,from time to time, during such on-going building operations;
- 3.10 he/she/it shall have no claim whatsoever against the Seller by reason of any such aforesaid inconvenience or interruptions, nor be entitled to withhold any payments to the Seller, nor be entitled to a reduction of the purchase price, interest on the purchase price or occupational rental, provided that the Seller shall use its best endeavours to complete all aspects of the construction of the Building and the completion of the Scheme as soon as possible after the Completion Date;
- 3.11 he/she/it shall not dispose of the Property without the prior written consent of the Seller, which consent may be withheld in the Seller's discretion until all the apartments in the Building have been sold; and
- 3.12 he/she/it is aware that transfer of the Property into his/her/its name may take place simultaneously with transfers to other purchasers who have also purchased properties in the Scheme. He/she/it accordingly accepts and acknowledges that lodgement of linked transfers and mortgage bonds at the Cape Town Deeds Registry shall be entirely in the discretion of the Conveyancers and the Purchaser's obligation to pay the occupation consideration, as referred to in clause 5.4 below, shall remain and be unaffected by any possible delay in Transfer occasioned in light of the above.

#### 4 PURCHASE AND SALE

- 4.1 The Seller hereby sells the Property to the Purchaser, who hereby purchases the Property for the amount as specified in paragraph 3 of the Schedule of Particulars, which amount includes VAT.
- 4.2 The purchase price shall be payable to the Seller against Transfer.
- 4.3 Pending Transfer, the Purchaser shall:
- 4.3.1 within 3 (three) Business Days of the Signature Date pay a deposit, as specified in paragraph 3 of the Schedule of Particulars, in trust to the Conveyancers. The Conveyancers shall invest this amount in an interest-bearing account with a bank or other financial institution of their choice. All interest so earned shall accrue to the Purchaser; and
- 4.3.2 within 10 (ten) Business Days after being requested to do so by the Conveyancers, which request shall not be made prior to the fulfilment of the Suspensive Conditions (if applicable), deliver to them guarantees, reasonably acceptable to the Seller, for payment of the balance of the Purchase Price, which guarantees shall be issued by a South African bank- or other financial institution. Alternatively, the balance of the purchase price can be paid into the trust account of the Conveyancers within the time period prescribed for the delivery of the guarantees.
- 4.4 The Seller shall be entitled to nominate the beneficiary of the guarantee and shall notify the Purchaser in writing of the details of the beneficiary of the guarantee and the terms and conditions acceptable to the Seller.
- 4.5 The Seller and the Purchaser hereby both grant their consent that the Conveyancers may invest any funds paid into the Conveyancers trust account by either the Seller or the Purchaser and not immediately required by the Conveyancers in terms of this Agreement, in an interest bearing trust account at the best rate of interest obtainable in terms of Section 78(2A) of Act 53 of 1979 on behalf of, and for credit of either the Seller or the Purchaser, whichever may be the owner of the money so paid into trust. The Conveyancers shall be entitled to debit against the interest an administration fee of 2,5% (two comma five percent) of the interest earned. All interest earned on funds so invested by the Conveyancers, minus the said administration fee, shall accrue to the Purchaser.
- 4.6 The Purchaser shall be required to comply with FICA and consequently:
- 4.6.1 the deposit payable by the Purchaser, as set out in clause 4.3.1 above, cannot be invested and accordingly interest cannot accrue thereon until such time as the requirements in terms of FICA have been met; and

- 4.6.2 the Purchaser hereby renounces any claim for interest, where the claim arises from the Conveyancers being unable to invest the deposit as a result of the Purchaser not having properly complied with FICA.

## **5 POSSESSION AND OCCUPATION**

- 5.1 Possession of the Property shall be given to and taken by the Purchaser on Transfer from which date, the Purchaser shall be entitled to every benefit and income arising from the Property and from which date the Property shall be held by the Purchaser at his/her/its risk.
- 5.2 **The Purchaser shall be responsible for and shall pay all rates & taxes, levies and other expenses relating to the Property from Transfer.**
- 5.3 Occupation of the Property shall be given to and taken by the Purchaser on the Occupation Date, but subject thereto that the Purchaser has complied with all his/her/its obligations in terms of this Agreement.
- 5.4 The Purchaser shall pay monthly occupational rental calculated at the rate as set out in paragraph 7 of the Schedule of Particulars to the Seller for the period from the Occupation Date until Transfer. The first of such payments shall be paid on or before the Occupation Date and subsequent payments shall be paid monthly in advance on the first day of each and every month. The Purchaser shall only receive the keys in respect of the Property once the first month's occupational rental has been paid in full.
- 5.5 If occupation of the Property is given to the Purchaser prior to Transfer, the Purchaser shall not be entitled to make any alterations or improvements of whatsoever nature to the Property before Transfer, unless the Purchaser obtains the Seller's written consent to do so.
- 5.6 In the event of this agreement being cancelled for any reason whatsoever, the Purchaser shall not be entitled to compensation from the Seller for any alterations or improvements of whatsoever nature which the Purchaser may have caused to be effected on or to the Property, whether with or without the Seller's consent. No tenancy or lien or right of retention of whatsoever nature shall arise by virtue of such occupation, alterations or improvements and if this agreement is cancelled or lapses, the Purchaser shall forthwith and without notice vacate the Property.
- 5.7 The Purchaser shall maintain the Property in the same condition from the Occupation Date until Transfer.

## 6 TRANSFER

- 6.1 Transfer shall be passed by the Conveyancers and shall be given and taken by the Purchaser on the Estimated Transfer Date, or as soon as reasonably possible thereto, subject to the Purchaser having complied with all his/her/its obligations in terms of this Agreement.
- 6.2 **The Purchaser acknowledges that the Estimated Transfer Date is only an estimated date. The Purchaser accordingly shall have no claim of whatsoever nature, whether for cancellation of this agreement or for damages against the Seller, if Transfer does not take place on the Estimated Transfer Date.**
- 6.3 **The Purchaser shall be responsible for and shall pay forthwith on demand the fees and disbursements to transfer the Property into his/her/its name. The transfer fees of the Conveyancers shall be determined in accordance with the guidelines of the Cape Law Society.**
- 6.4 The Purchaser shall sign all transfer documents to give effect to this Agreement at the offices of the Conveyancers within 5 (five) Business Days of being called upon to do so.

## 7 SUSPENSIVE CONDITIONS

- 7.1 **Save for the Schedule of Particulars, clause 1, this clause 7 and clauses 23 to 26 inclusive, which are of immediate and lasting effect, this Agreement is subject to the Suspensive Condition that a binding agreement is concluded between the Seller and a South African registered commercial bank (or such other bank that the Seller may decide) in terms of which such bank will provide development finance for the construction of the Building, on such terms and conditions as the Seller and the said bank may agree on. If such an agreement is not concluded by 30 April 2018 [or such extended period not exceeding a further 20 (twenty) Business Days as the Seller in its sole discretion may determine], and any suspensive conditions therein are fulfilled, this Agreement will lapse and be of no further force and effect. The parties will in such event have no claims against each other and must be reinstated to their position before entering into this Agreement.**
- 7.2 Unless the Purchaser is advised to the contrary prior to the abovementioned date referred to in clause 7.1, it will be assumed that the necessary approvals have been obtained.
- 7.3 The provisions contained in clauses 7.1 and 7.2 are for the benefit of the Seller and may be waived at any time prior to the dates specified in clause 7.1.

- 7.4 In the event that the Purchaser requires a loan to finance the acquisition of the Property, this sale will furthermore be subject to the Suspensive Condition that the Purchaser obtains a loan for the amount as specified in paragraph 3 of the Schedule of Particulars (or such lesser amount as the Purchaser may agree to accept) from a bank or other financial institution against the security of a first mortgage bond over the Property.
- 7.5 If the Suspensive Condition referred to in clause 7.4 has not been fulfilled within 20 (twenty) Business Days after the Signature Date (or such extended period as the Seller may allow, which extended period shall not exceed a further 20 Business Days), then either party shall be entitled to terminate this Agreement on giving written notice of termination to the other party, in which event this Agreement will lapse and be of no further force and effect. In such an event the parties will use their respective best endeavour to restore the *status ante quo* (the position as it was before) and all amounts paid by the Purchaser in terms of this Agreement on account of the purchase price will be refunded to the Purchaser.
- 7.6 **The Purchaser undertakes to use his/her/its best endeavours to ensure that the loan referred in clause 7.4 is granted timeously and undertakes to sign all such documentation in order to ensure that the said loan is approved.**
- 7.7 **All costs relating to the registration of the mortgage bond shall be borne by the Purchaser.**
- 7.8 **The Purchaser shall sign all bond documents at the offices of the attorneys appointed by the financial institution granting the bond to the Purchaser to register the bond within 5 (five) Business Days of being called upon to do so.**
- 7.9 The provisions contained in clauses 7.4 to 7.8 are for the benefit of the Purchaser and may be waived by him/her/it at any time prior to the date specified in clause 7.5.

## **8 CONTRIBUTION TO COSTS**

- 8.1 **The Purchaser shall be liable for a monthly contribution to costs in an amount equal to the estimated levies, as referred to in paragraph 8 of the Schedule of Particulars, for the period from the Occupation Date until Transfer. This contribution shall be paid to the Seller upon demand.**
- 8.2 **It is recorded that the abovementioned contribution to costs shall be applied towards the operating costs of the Building and/or the Scheme for the period until Transfer.**
- 8.3 **Any residual amounts (after the operating costs have been settled) on Transfer shall be paid to the Body Corporate.**

## **9 DEFECTS AND REMEDIAL WORK**

- 9.1 **The Purchaser shall not have any claim of whatsoever nature against the Seller in respect of any defect or alleged defects to the Property or in the Building or in respect of anything relating thereto, whether patent or latent, otherwise than to the extent, if any, it is provided for in clauses 9.2 and 9.4 of this Agreement.**
- 9.2 **The Seller shall remedy any Latent Defect to the Property due to the faulty workmanship or materials, manifesting itself within 60 (sixty) Business Days of the Completion Date provided that the Purchaser notifies the Seller thereof in writing within the said period of 60 (sixty) Business Days. The Seller shall under no circumstances be liable for any consequential loss or damage and the Purchaser hereby waives any such claim.**
- 9.3 **A certificate by the Architect to the effect that any defect has been rectified shall be binding on both Parties and shall relieve the Seller from any further obligation in respect of such defect.**
- 9.4 The Seller undertakes to strictly enforce for the benefit of the Purchaser any guarantee or warranty which it may enjoy, whether under its building contract which it has with its building contractor of the Building, or any other basis. To the extent that such guarantees or warranties relate to the Property, the Seller hereby cedes all its rights in respect thereof to the Purchaser and/or the Body Corporate.
- 9.5 The Seller shall, prior to the commencement of construction of the Building ensure that the building project on the Land is enrolled, as required in terms of Section 14 of HCPM Act.
- 9.6 **The Purchaser shall not have any claim of any nature against the Seller for any loss, damage or injury which the Purchaser, his/her/its agents and/or invitees may directly or indirectly suffer by reason of any latent or patent defects in the Section or any part thereof being in a defective condition or state of disrepair or arising out of *vis major* or *casus fortuitus* or any other cause either wholly or partly beyond the Seller's control or arising out of any act or omission by any other Purchaser of a Section in the Building.**
- 9.7 All warranties and undertakings hereby given to the Purchaser in terms of this Agreement are personal to the Purchaser and cannot be alienated or disposed of by the Purchaser in any way.
- 9.8 **The Purchaser shall not be entitled to withhold, set-off or retain any amounts owing by the Purchaser to the Seller nor shall the Purchaser be entitled to withhold or abate payment of any amount due to the Seller in terms of the Agreement, regardless of whether any defects as identified herein have not yet been rectified.**



- 9.9        **The Purchaser acknowledges that the Seller will not be responsible for any defects arising from work or variations done to the Section by the Purchaser or his/her/its representatives, agents or employees.**

## **10    UNDERTAKINGS AND WARRANTIES BY THE SELLER**

- 10.1       The Seller shall take all reasonable steps necessary to procure the registration of the Sectional Plan and the opening of the Register as soon as possible after the Completion Date.
- 10.2       The Seller furthermore undertakes and warrants that it will construct and complete the Scheme, the Section and the Building substantially in accordance with the Plans read with the Specifications and the Schedule of Finishes, provided only that if any items in the Specifications and/or the Schedule of Finishes are not available, the Seller shall be entitled to substitute such items with items of similar standard and quality. Any dispute between the parties regarding standard and quality shall be decided by the Architect, acting as an expert, whose decision shall be final and binding on the parties.

## **11    TITLE CONDITIONS**

**The Purchaser acknowledges that the Property is sold subject to the Rules and all conditions, restrictions and servitudes benefiting or burdening it and the Land, whether existing or hereinafter imposed by any competent authority or by the Seller.**

## **12    PROVISIONS APPLICABLE PENDING TRANSFER AND CESSION**

- 12.1       Upon the Purchaser taking occupation of the Property and pending transfer and cession, save insofar as may be inconsistent with the provisions of this Agreement, the provisions of section 13(1) of the STSMA shall apply from the Occupation Date.
- 12.2       The other provisions of the Act, the STSMA and the provisions of the Rules, insofar as they cast a duty upon the owner or occupier of a Section, shall bind the Purchaser and be enforceable by the Seller as if the Purchaser was the owner of the Section.

## **13    BODY CORPORATE**

**The Purchaser acknowledges that on Transfer he/she/it will automatically become a member of the Body Corporate and will be and remain bound to its rules for as long as he/she/it is a registered owner of the Property.**

## **14    MANAGING AGENT**

- 14.1       The Seller shall be entitled to appoint the first managing agent which appointment shall be valid and binding on the Body Corporate for 1 (one) year after the first general meeting of the Body Corporate.
- 14.2       The Purchaser gives the Seller the irrevocable power to make this appointment.

## 15 AGENT'S COMMISSION

- 15.1 The Seller shall pay commission to the Agent, calculated as 2.5% of the purchase price (VAT excl.) plus VAT thereon, which commission shall be deemed to be earned and payable on Transfer.
- 15.2 The Seller hereby authorises the Conveyancers to pay such commission to the Agent from any monies held in trust by them for the account of the Seller against Transfer.
- 15.3 **If the Purchaser fails to carry out his/her/its obligations in terms of this Agreement, the Agent shall have the right to recover the said commission from the Purchaser.**
- 15.4 **The Purchaser warrants that the Agent is the only agent who introduced him/her/it to the Property and Seller.**
- 15.5 **The Purchaser hereby indemnifies and holds the Seller free and harmless against any claim which may be made by any other agent(s) in respect of any commission arising out of the sale of the Property, where such agent claims to have actually introduced the Purchaser to the Property and/or to the Seller in connection with this transaction.**

## 16 VAT

- 16.1 The parties record that the Seller is a VAT vendor for purposes of this transaction. The amount of VAT payable by the Seller is included in the purchase price.
- 16.2 Should the amount of VAT payable by the Seller be increased or reduced from the amount of VAT payable as at the Signature Date, the purchase price shall be increased or reduced (as the case may be) by a corresponding amount.

## 17 CERTIFICATE OF COMPLIANCE

- 17.1 The Seller shall at its own cost provide the Purchaser with a written certificate, signed by a competent electrician (who is an "registered person" within the meaning of the Electrical Installation Regulations, 2009, framed under the Machinery and Occupational Safety Act No. 85 of 1983) in respect of the electrical wiring of the Property in which he certifies that he has inspected the wiring installation from the point of control to the point of consumption and found it reasonably safe and warrants that it complies with the SABS Code of Practice for the Wiring of Premises No. 10142-1 or its successors.
- 17.2 The certificate mentioned in clause 17.1 shall be furnished to the Purchaser by the Seller by no later than Transfer.

**18 GAS INSTALLATION (IF APPLICABLE)**

Where a gas installation is situated on the Property and the ownership of such installation will vest in the Purchaser after Transfer, the Seller shall provide the Purchaser with a Certificate of Conformity issued by an authorised person registered with the Liquified Petroleum Gas Safety Association of Southern Africa, and dated not earlier than the Signature Date, in respect of all gas installations on the Property, as prescribed by the applicable Regulations to the Occupational Health and Safety Act, 1993, by not later than Transfer.

**19 JOINT AND SEVERAL LIABILITY**

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

**20 COMPANIES, CLOSE CORPORATION AND TRUSTS**

- 20.1 **If the person signing this Agreement as Purchaser is acting for and on behalf of a company, close corporation or trust which is already duly formed and legally entitled to trade, then the signatory hereto warrants in respect of the company, close corporation or trust that he/she is duly authorised to sign this Agreement on its behalf and that it is in existence and duly registered with the relevant statutory authority.**
- 20.2 **If the Purchaser is acting for a company to be formed, then, as is provided for in Section 21 of the Companies Act of 2008, in the event of the said company not being formed, or if formed, not ratifying and adopting this Agreement within the requisite three months from formation, the Purchaser shall in his/her personal capacity be the Purchaser hereunder and shall be bound by all the terms and obligations of this Agreement. Should the company be duly formed and accordingly adopts and ratifies this Agreement, then the signatory hereto binds himself/herself as surety and co-principal debtor, jointly and severally with the company for the fulfilment of all the terms and conditions of this Agreement.**

**21 PARTICIPATION QUOTA AND RATING OF THE SECTION**

- 21.1 **The Participation Quotas referred to in the Schedule of Particulars are subject to change as provided for in the Act, the STSMA and/or in the Rules of the Body Corporate and/or in the event that the floor area of any Section differs from the floor area indicated on the Plans.**

- 21.2 The Purchaser acknowledges that the Seller may when registering the Scheme make rules under Section 10 read together with Section 11(2)(a) of the STSMA, by which a different value is attached to the vote of the owner of any Section and/or the liability of the owner of any Section to make contributions for the purposes of Section 3 of the STSMA, is modified, provided only that such differences are both fair and equitable in their effect upon all owners of Sections in the Scheme.
- 21.3 As at the Signature Date, no provision has been made by law for the separate rating of Sections in the Scheme as contemplated in Section 51(3) of the Act.

## **22 RECORDAL**

The Seller hereby reserves the right in its sole discretion to submit rider plans to the local municipality with design amendments. The Seller shall notify the Purchaser of its intention to submit rider plans to the local municipality, by no later than the Occupation Date.

## **23 BREACH**

- 23.1 **If either one of the Parties commits a breach of this Agreement or fails to comply with any of the provisions hereof, then the aggrieved Party shall be entitled to give the other Party 20 (twenty) Business Days' notice in writing by means of either registered post, telefax, e-mail, or by hand to remedy such breach, failing which the aggrieved Party shall have the right, but not be compelled to, and without prejudice of any of his rights or remedies, including his right to damages, either:**
- 23.1.1 **to cancel this Agreement, in which event and should the defaulting Party be the Purchaser, he/she/it shall forfeit all monies paid to the Seller or his agent(s) in terms hereof; or**
- 23.1.2 **to claim immediate performance of all the defaulting Party's obligations in terms hereof.**
- 23.2 **In the event that this Agreement is cancelled due to the default of the Purchaser, the Purchaser shall be liable to pay Agent's commission as specified in clause 15. The Parties specifically confirm that in such circumstances the Seller will have no further obligations in respect to the payment of Agent's Commission and any claim by the Agent will be made directly to the Purchaser.**
- 23.3 **Should either of the Parties take steps against the other pursuant to a breach by such Party of this Agreement, such Party shall, in addition to the rights aforementioned, be entitled to recover from the defaulting Party, who shall be liable to that Party for payment of all its legal costs incurred on the scale between attorney and own client, including tracing fees and collection commission.**

## 24 NOTICES AND DOMICILIA

- 24.1 The Parties hereby choose as their *domicilium citandi et executandi* (address for legal notices - "*domicilium*") for all purposes at their respective addresses specified in paragraph 1 of the Schedule of Particulars.
- 24.2 Any notice to any Party shall be addressed to it at its aforesaid *domicilium* and either be sent by prepaid registered post, or be delivered by hand, telefax or e-mail.
- 24.3 **All notices to be given in terms of this Agreement will be in writing and:**
- 24.3.1 **if delivered by hand during normal business hours, be rebuttably presumed to have been received on the date of delivery;**
- 24.3.2 **if sent by prepaid registered post from within the Republic of South Africa, be rebuttably presumed to have been received within 8 (eight) Business Days of posting;**
- 24.3.3 **if sent by telefax or e-mail before 16h30, be rebuttably presumed to have been received on date of successful transmission of the telefax or e-mail. Any telefax or e-mail sent after 16h30, will rebuttably be presumed to have been received on the following day.**
- 24.4 Notwithstanding the above, any notice actually received by the Party to whom the notice is addressed will be deemed to have been properly given and received, notwithstanding that such notice had not been given in accordance with the provisions of this clause.

## 25 GENERAL PROVISIONS

- 25.1 This Agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties.
- 25.2 No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

- 25.3 No latitude, extension of time or other indulgence which may be given or allowed by any/either party to the any/other party/ies in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any/either party arising from this Agreement, and no single or partial exercise of any right by any/either party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any of the party's rights in terms of or arising from this Agreement or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
- 25.4 The parties hereby consent in terms of Section 45 of the Magistrate's Court Act 1944 to the jurisdiction of any Magistrate's Court having jurisdiction over their respective person under Section 28 of the Magistrate's Court Act, notwithstanding that any action or proceeding arising out of this Agreement would otherwise be beyond the jurisdiction of such Court, provided that the Seller shall have the right to institute proceedings in any other Court of competent jurisdiction.

## **26 SURETY AND CO-PRINCIPAL DEBTOR**

- 26.1 **In the event of the signatory to this Agreement signing on behalf of a company, trust or close corporation, he/she hereby binds himself/herself in favour of the Seller as surety and co-principal debtor *in solidum* (in total/in the whole), for the proper and timeous fulfilment of all the terms and conditions of this Agreement by the Purchaser for and on whose behalf he/she has entered into this Agreement.**
- 26.2 **The liabilities which might be forthcoming from this suretyship shall endure and remain in existence even if the Seller cancels the Agreement in terms of the cancellation clause. The signatory signing on behalf of a company, a close corporation or a trust hereby warrants that he is duly authorised to sign as such and that all internal requirements pertaining to such authorisation has been complied with.**

## **27 SEVERABILITY**

- 27.1 All provisions of this Agreement are severable notwithstanding the manner in which they have been grouped together or linked grammatically.
- 27.2 Any provision of this Agreement which is or becomes unenforceable, whether due to voidness, invalidity, unlawfulness or for any other reason whatsoever, shall, only to the extent that it is so unenforceable, be treated as *pro non scripto* (disregarded) and the remaining provisions of this Agreement shall remain in full force and effect.
- 27.3 The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

## 28 OFFER

- 28.1 The Purchaser acknowledges that his/her/its signature hereto constitutes an offer by the Purchaser to purchase the Property on the terms and conditions as set out herein, which offer shall remain irrevocable for 10 (ten) Business Days after the date upon which this offer was signed by the Purchaser and available for acceptance by the Seller at any time prior thereto.
- 28.2 Notification of acceptance of this offer must be given by/on behalf of the Seller to the Purchaser at the Purchaser's domicilium address or sent to the Purchaser by e-mail or facsimile.

SIGNED at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

AS WITNESSES:

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

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

\_\_\_\_\_  
For and on behalf of the SELLER,  
duly authorised thereto

SIGNED at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

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

\_\_\_\_\_  
For and on behalf of the PURCHASER,  
duly authorised thereto

SIGNED at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

AS WITNESSES:

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

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

\_\_\_\_\_  
**As surety and co-principal debtor in terms of  
clause 26 of this Agreement**



## CONSTRUCTION NOTES:

### FOUNDATIONS

AS PER STRUCTURAL ENGINEERS DRAWINGS AND SPECIFICATIONS

### FOUNDATIONS WALLS

- CAVITY TO BE FILLED SOLID WITH CONCRETE UP TO DPC.
- NO PART OF FOUNDATIONS TO ENROACH BOUNDARY.
- ALL RETAINING WALL, AS PER STRUCTURAL ENGINEER'S SPECIFICATION.

FOUNDATION WALLS - SIZE AS PER PLAN - LOAD BEARING BRICK WALLS CONSTRUCTED WITH CLAY MAXI-BRICKS, MANUFACTURED IN ACCORDANCE WITH SANS 227:2007, LAID IN STRETCHER BOND COURSE AND BEDDED AND JOINTED IN 10MM THICK CLASS II MORTAR JOINTS. PROVIDE GALVANIZED STEEL BUTTERFLY WALL-TIES REINFORCEMENT @ 4 TIES PER 1 SQM SPACING RATIO. FILL CAVITIES WITH CONCRETE FILL TO UNDERSIDE OF STEPPED D.P.C. ALL EXPOSED WALLS ABOVE NGL TO BE FINISHED WITH 15MM THICK SMOOTH WOOD TOWELED PLASTER, 1 X UNIVERSAL PAINT UNDERCOAT AND 2 COATS PLASCON PROFESSIONAL WALL & ALL OR SIMILAR APPROVED PAINT, COLOR ACCORDING TO ARCHITECTS LATER SPECIFICATIONS.

### WALL CONSTRUCTION

ALL BRICKWORK SHALL BE WITH NFX MAXI PLASTERS BRICKS (222X90X114) AS MANUFACTURED BY CLAYTILE AND SHALL COMPLY WITH THE REQUIREMENTS OF SABS 227-1986.

INTERNAL WALLS TO BE 90 mm OR 190mm CLAY MAXI BRICK WALLS, AS SHOWN ON PLAN.

EXTERNAL WALLS TO BE LOADBEARING BRICK WALLS CONSTRUCTED WITH CLAY MAXI BRICKS, LAID IN STRETCHER BOND WITH 10MM THICK MORTAR JOINTS AND GALVANIZED BRICKFORCE REINFORCEMENT AT EVERY FOURTH COURSE AND BUTTERFLY WALL TIES IN ALL CAVITY WALLS AT A RATE OF 3 WALL TIES PER METER SQUARE. ALL CAVITIES TO BE KEPT CLEAN. REFER TO FLOOR PLANS FOR THE POSITION AND THICKNESS OF WALLS.

### FAIR FACE BRICKWORK

CLAY MAXI BRICKS POINTED WITH WHITE CEMENT WASH IN FLUSH HORIZONTAL AND VERTICAL JOINTS

### PLASTER FINISH

ALL PLASTER TO BE 1 COAT COMPO PLASTER MIXED BY VOLUME

CEMENT: LIME : SAND

EXTERNALLY : 1 : 2 : 8

INTERNALLY : 1 : 2 : 10

- USE ONLY LIME & SAND FOR PLASTER MIX AND ADD CEMENT IMMEDIATELY BEFORE USE
- PLASTER BANDS TO WINDOWS AND DOORS WHERE INDICATED ON ELEVATION
- WALLS TO BE SMOOTH PLASTERED WITH STEEL TROWEL FINISH INSIDE AND WOOD TROWEL EXTERNALLY. ALL PLASTERED WALLS TO BE PREPARED FOR PAINT.

### GROUND FLOOR SLAB CONSTRUCTION

- FLOOR FINISH AS SHOWN ON PLAN ON MIN 30mm CEMENT SCREED ON MIN 100mm MESH REINFORCED CONCRETE SURFACE BED ON 250 MICRON DPM ON 50mm SAND BLINDING ON APPROVED FILL WELL COMPACTED TO 100% AASHTO DENSITY AT MAX. 150mm LAYERS ALL AS PER STRUCTURAL ENGINEER SPECS. DPM TO OVERLAB MIN 200MM WITH STEPPED DPC IN EXTERNAL WALLS.
- CONCRETE FLOORS AND SURFACE BEDS TO COMPLY WITH PART J (SABS 9499) ITEM J2 OF THE NATIONAL BUILDING REGULATIONS. RC. GROUND FLOOR SLABS TO BE THICKENED BELOW 90mm & 190mm INTERNAL WALLS.

### WINDOWS:

- ALL WINDOWS AS PER SCHEDULE TO BE POWDER COATED - ALUMINIUM TO OPEN AS INDICATE ON ELEVATIONS.
- ALL GLAZING TO COMPLY WITH REQUIREMENTS OF SANS 10137 & SANS 10400 PART N - ACCESS DOORS AND SIDE LIGHTS TO HAVE SAFETY GLASS. WINDOWS LOWER THAN 500MM FROM FLOOR, WINDOWS ABOVE PITCH LINE OF STAIRS AND SHOP FRONTS TO BE SAFETY GLASS.
- ALL SAFETY GLASS TO BE PERMANENTLY AND CLEARLY MARKED .

### DOORS

DOORS AS PER SCHEDULE. ALL IRONMONGERY AS PER IRONMONGERY SPECIFICATION. DOOR HANDLES TO BE INSTALLED AT MAX. 1000mm HIGH, MEASURED FROM FINISHED FLOOR LEVEL TO THE CENTER OF THE DOOR HANDEL.

### WINDOW SILLS

- INTERNALLY : SMOOTH STEEL TOWELED CEMENT PLASTER SILLS - FLAT
- EXTERNALLY : SMOOTH WOOD TOWELED CEMENT PLASTER SILLS - 30 DEGREE

### LINTELS

PRE-STRESSED PRECAST CONC. LINTELS OVER ALL WINDOWS, DOORS AND OTHER OPENINGS MAX. 3 METERS WIDE. ALL LINTELS TO PROJECT NOT LESS THAN 200MM INTO THE BRICKWORK ON BOTH SIDES OF WINDOWS, DOORS OR ANY OTHER OPENINGS.

### BEAMS

RC. BEAMS WITH REINFORCING WHERE REQUIRED AS PER STRUCTURAL ENG'S TO COMPLY WITH SABS 0162.

### DPC

STEPPED DPC ABOVE ALL EXTERNAL WINDOWS, DOORS & OPENINGS AND AT SLAB / WALL JUNCTIONS, AS PER LARGE SCALE DETAILS. STEPPED DPC TO BE GUNDEL BRIKGRIP 0,375MM EMBOSSED D.P.C. STEPPED OVER CAVITY ON MORTAR FILLING ABOVE ALL WINDOW AND DOOR LINTELS WITH WEEP HOLES @ MAX. 1000MM C/C SPACING.

### BRICKWORK AND CONCRETE JUNCTIONS:

APPLY 2 COATS FLINT-COAT IN ACCORDANCE TO MANUFACTURER'S SPECIFICATION AGAINST CONCRETE SURFACES.

### SANS XA:

ALL DRAWING TO BE READ IN CONJUNCTION WITH SANS XA.

### BALUSTRADES AND RAILINGS:

- "Absolute fencing" PVC STANDARD BALUSTRADE CONFORMING TO THE SANS 10400-B & D AS WELL AS SANS 10160 REGULATION PRINCIPLE CRITERIA FOR BALUSTRADE & RAILINGS BEING 1M HIGH FROM F.F.L. WITH VERTICAL SLATS BEING 100MM OR LESS APART.
- POSTS MOUNTED VIA 2X Y-10 STEEL RE-ENFORCING RODS AT 600MM LONG, INSERTED 150MM INTO SUB BASE, FIXED WITH EPOXY & POSTS THEN FILLED WITH 42,5S BLACK CEMENT 30MPA CONCRETE MIX.

### BARBEQUES:

- UNITS: JETMASTER BUILT-IN BRAAI - 700 PROFESSIONAL
  - TERRACE: JETMASTER BUILT-IN BRAAI - 1500 SUPER DELUXE (GAS ONLY)
- ALL "JETMASTER" FIREPLACES AND CHIMNEY FLUES TO BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURERS GUIDELINES, DETAILS AND SPECIFICATION.

### RAINWATER GOODS - PITCHED ROOFS

GENERALLY EXPOSED VISIBLE GUTTERS 125 X 85mm SEAMLESS "WATERTITE" ALUMINIUM OR SIMILAR APPROVED STANDARD DOMESTIC OGEE GUTTERS WITH 75mmØ PVC DOWN PIPES. ALL GUTTERS TO BE PRE-PAINTED IN COLOUR AS PER ARCHITECT SPEC. TO CHANNEL DRAIN TO STORM WATER CATCH PITS. FASCIA & BARGE BOARDS TO BE 225 X 12mm EVERITE MEDIUM DENSITY NUTEK FIBRE CEMENT WITH PLAIN FINISH, PAINTED COLOUR AS PER ARCHITECTS SPECIFICATIONS.

### MASONRY PARAPET WALLS

TOP OF ALL PARAPET WALLS TO BE WATERPROOFED WITH "GEOFLEX" FLEXIBLE ACRYLIC BASED WATERPROOFING OR SIMILAR APPROVED AS PER DERBIGUM SPECIALIST.

TOP OF WALLS TO BE PLASTERED TO SLOPE TOWARDS ROOF MATERIAL AT MIN 1 DEGREE FALL.

### PITCH ROOF CONSTRUCTION:

PRE-PAINTED CORRUGATED 0,50 MM THICK G550 AZ150 ZINCALUME STEEL ROOF SHEETS WITH COLORBOND FINISH ON ONE SIDE AND PROTECTIVE PRIMER COATING ON REVERSE SIDE ON 75 X 50MM TREATED SA PINE PURLINS AT MAX 1200MM C/C SPACING ON SISALATION 410 THERMAL INSULATION AND FIXED TO 114X38MM GANGNAILED SA PINE ROOF TRUSSES AS PER MANUFACTURER'S ENGINEER'S DESIGN AT 1000MM C/C SPACING. ROOF CONSTRUCTION TO BE SECURED TO 114X38MM SA PINE WALLPLATE WITH G.M.S. HOOP IRONS AND SECURED INTO WALL FOR MIN. 600MM. ROOF PITCH 30° AS SHOWN ON SECTIONS COLOUR : CHARCOAL.

### FLAT ROOF CONSTRUCTION:

ROOF PITCH 3°. PRE-PAINTED BROWN BUILT KLIP LOK 0,58MM THICK (406MM COVER) G550 AZ150 ZINCALUME STEEL ROOF SHEETS WITH COLORBOND FINISH ON ONE SIDE AND PROTECTIVE PRIMER COATING ON REVERSE SIDE ON 75 X 50MM TREATED SA PINE PURLINS AT MAX 1200MM C/C SPACING ON SISALATION 410 THERMAL INSULATION AND FIXED TO TIMBER RAFTERS AS PER ENGINEERS DETAILED AND DESIGNED. ROOF CONSTRUCTION TO BE SECURED TO 114X38MM SA PINE WALLPLATE WITH G.M.S. HOOP IRONS AND SECURED INTO WALL FOR MIN. 600MM. COLOUR : CHARCOAL.

### CONCRETE ROOF CONSTRUCTION AND WATERPROOFING NOTE:

REINFORCED CONCRETE SLAB AND BEAMS AS PER ENGINEER'S SPECIFICATION WITH MIN 25mm CEMENT SCREED LAID TO MIN. 1:60 FALL TO FULL-BORES AS PER ROOF PLAN. ROOF SLAB TO BE WATERPROOFED WITH DERBIGUM SP4 TORCH-ON WATERPROOF MEMBRANE STRICTLY ACCORDING TO MANUFACTURERS SPECIFICATIONS AND DETAILING. WATERPROOF MEMBRANE TO BE TAKEN UP AGAINST SIDE WALLS AND ON TOP OF PARAPET WALL. PROVIDE MIN. 25MM THICK 19MM STONE CHIPS ON TOP OF WATERPROOFING AS BALLAST PROTECTION LAYER. ALL EXPOSED TORCH-ON MEMBRANE TO BE PROTECTED WITH ALUMINIUM PAINT COATING AS PER MANUFACTURERS RECOMMENDATIONS.

PROJECT:

**THE DEN APARTMENTS,  
DENNESIG STREET,  
STELLENBOSCH.**

DRAWING:

**CONSTRUCTION  
NOTES**

This drawing and all the information contained thereon is the property of Dennis Moss Partnership and must not be copied or disclosed to a third party without their written consent.



PROJECT No.:

**Y 4164**

SCALE:

**N/A**

DRAWING No.:

**900-S**

DATE:

**2017.11.21**

REV.

**00**

DRAWN:

**JB**

CHKD:

**JL**

**FOR INFORMATION**

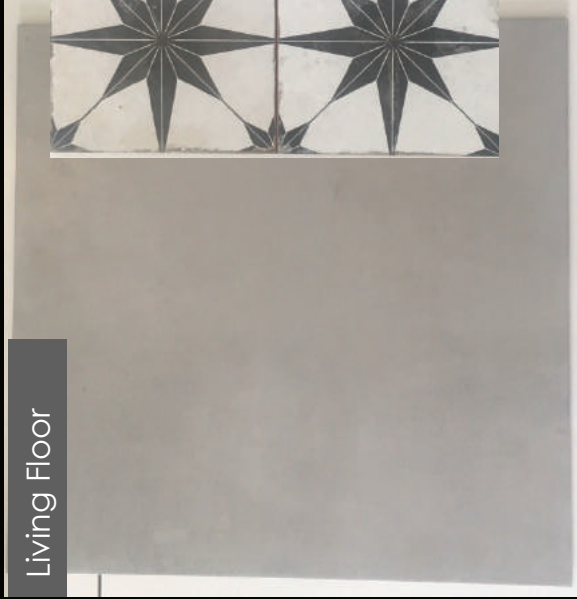
<b>INTERIOR FINISHING SCHEDULE - THE DEN, STELLENBOSCH- JO PIETERS DESIGN STUDIO</b>			
<b>TYPICAL BACHELORS UNITS- OPTION 1</b>			
<b>FLOORING</b>			
<b>Area</b>	<b>Finish</b>	<b>Description</b>	<b>Note</b>
<b>Living</b>	600 X 600 Cementi Grey, Tile House, Knysna	600 X 600 Hard bodied Ceramic	
<b>Bathroom</b>	600 x 600 Cream Décor, Tile House Knysna	600 X 600 Hard bodied Ceramic	
<b>Shower Floor</b>	300 x 300 White Hexagonal Mosaic, Tile House	300 x 300 Ceramic Mosaic	
<b>Balcony/Patios</b>	600 X 600 Cementi Grey, Tile House, Knysna	600 X 600 Hard bodied Ceramic	
<b>WALL TILING/FINISHES</b>			
<b>Bathroom</b>	300 x 600 White Gloss, The Tile House Knysna	300 x 600 Ceramic Gloss	
<b>Kitchen Splashback</b>	450 x 450 Star, The Tile House Knysna	450 x 450 Ceramic	
<b>JOINERY</b>			
<b>Kitchen</b>	Melawood	Col: Espresso	
	Melawood	Col: Esperanza Oak	
<b>Kitchen Tops</b>	Eeziquartz	20mm Col: Macadamia	
<b>Wardrobes</b>	Melawood	Col: Espresso	
	Melawood	Col: Esperanza Oak	
<b>Bathroom Vanity</b>	Lifeseal Counter Top	Col: Saxon Oak- edge 80mm	
<b>Shelf</b>	Lifeseal Counter Top	Col: Saxon Oak- edge 40mm	

SANITARYWARE			
Area	Item	Description	Note
Bathroom	Basin	Bordo Basin Square	
	Basin Mixer	Grohe: GRO- G32814000	
Kitchen	Shower Mixer	Grohe: GRO- 29042000	
	Shower Rose	Grohe: 26090000	
	WC	Diplomat Wall Hung Pan and seat	
	Concealed Cistern	Geberit Alpha Cistern with Alpha dual flushplate	
	Shower Enclosure	Semi Frameless	
Kitchen	Sink	Franke Nouveau NVN 611	
	Sink Mixer	Grohe: GRO- 31232000	
SANITARYWARE ACCESSORIES			
Area	Item	Description	Note
Bathroom	Towel Hooks	Bathroom Butler 4611 pols Double Robe Hook	
	Paper Holder	Bathroom Butler 4601 pols Paper holder	
	Shower Caddy	Saturn Showercaddy large	
	Mirror	Bevelled, fixed to wall	
APPLIANCES			
Hob		SMEG SE364TD 60cm Electric Hob	
Oven		SMEG SF6381X Oven Classic 60cm	
Extractor		SMEG KSET61E Extractor Telescopic 60 cm Silver	
SKIRTING			
		As Per Architech't's specification	
CORNICE			
		As Per Architech't's specification	
INTERNAL WALL PAINT COLOUR			
		As Per Architech't's specification	
BRAAI			
		As Per Architech't's specification	

<b>INTERIOR FINISHING SCHEDULE - THE DEN, STELLENBOSCH- JO PIETERS DESIGN STUDIO</b>			
<b>TYPICAL BACHELORS UNITS- OPTION 2</b>			
<b>FLOORING</b>			
<b>Area</b>	<b>Finish</b>	<b>Description</b>	<b>Note</b>
<b>Living</b>	600 X 600 Cementi White , Tile House, Knysna	600 X 600 Hard bodied Ceramic	
<b>Bathroom</b>	600 x 600 LS670, Tile House Knysna	600 X 600 Hard bodied Ceramic	
<b>Shower Floor</b>	300 x 300 White Hexagonal Mosaic, Tile House	300 x 300 Ceramic Mosaic	
<b>Balcony/Patios</b>	600 X 600 Cementi White, Tile House, Knysna	600 X 600 Hard bodied Ceramic	
<b>WALL TILING/FINISHES</b>			
<b>Bathroom</b>	300 x 600 White Gloss, The Tile House Knysna	300 x 600 Ceramic Gloss	
<b>Kitchen Splashback</b>	400 x 400 Patchwork, The Tile House	400 x 400 Ceramic	
<b>JOINERY</b>			
<b>Kitchen</b>	Melawood	Col: Espresso	
	Melawood	Col: Esperanza Oak	
<b>Kitchen Tops</b>	Eeziquartz	20mm Col: Macadamia	
<b>Wardrobes</b>	Melawood	Col: Espresso	
	Melawood	Col: Esperanza Oak	
<b>Bathroom Vanity</b>	Lifeseal Counter Top	Col: Saxon Oak- edge 80mm	
<b>Shelf</b>	Lifeseal Counter Top	Col: Saxon Oak- edge 40mm	

SANITARYWARE			
Area	Item	Description	Note
Bathroom	Basin	Bordo Basin Square	
	Basin Mixer	Grohe: GRO- G32814000	
Kitchen	Shower Mixer	Grohe: GRO- 29042000	
	Shower Rose	Grohe: 26090000	
	WC	Diplomat Wall hung pan and seat	
	Concealed Cistern and Flushplate	Geberit Alpha Cistern with Alpha dual flushplate	
	Shower Enclosure	Semi Frameless	
Kitchen	Sink	Franke Nouveau NVN 611	
	Sink Mixer	Grohe: GRO- 31232000	
SANITARYWARE ACCESSORIES			
Area	Item	Description	Note
Bathroom	Towel Hooks	Bathroom Butler 4611 pols Double Robe Hook	
	Paper Holder	Bathroom Butler 4601 pols Paper holder	
	Shower Caddy	Saturn Shower Caddy large	
	Mirror	Bevelled, fixed to wall	
APPLIANCES			
Hob		SMEG SE364TD 60cm Electric Hob	
Oven		SMEG SF6381X Oven Classic 60cm	
Extractor		SMEG KSET61E Extractor Telescopic 60 cm Silver	
SKIRTING			
		As Per Architect's specification	
CORNICE			
		As Per Architect's specification	
INTERNAL WALL PAINT COLOUR			
		As Per Architect's specification	
BRAAI			
		As Per Architect's specification	

Living Floor



Kitchen  
Splashback



Kitchen  
Splashback



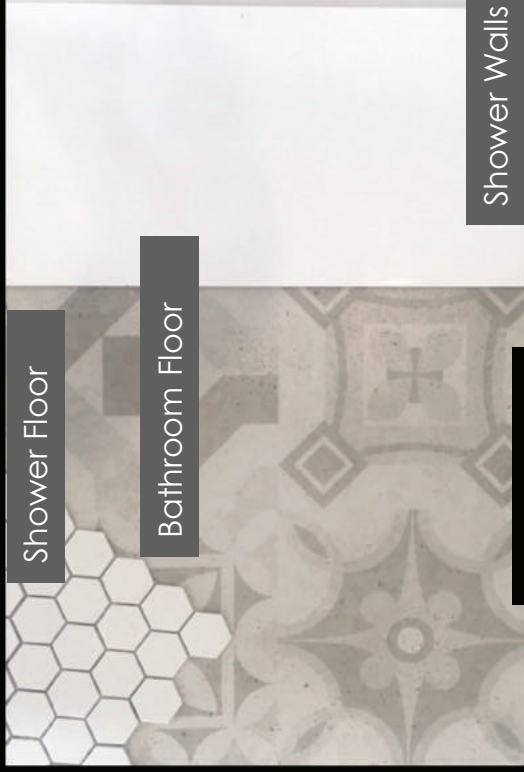
Living Floor



Shower Floor



Bathroom Floor



OPTION 1

Living Floor



Shower Floor



Bathroom Floor



Shower Walls

OPTION 2