



**DOUBLE D & G**  
**BUILDING CONTRACTORS**

Registered member of:



**Hexriver Lifestyle Estate 412**  
**Waterkloof**  
**Rustenburg**  
**0300**  
Marlize Jacobs  
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E [marlize@ddandg.co.za](mailto:marlize@ddandg.co.za)  
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## AGREEMENT OF SALE AND A BUILDING CONTRACT

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entered into by and between:

**DOUBLE D G BUILDING CONTRACTORS (PTY) LTD**

Registration Number: 2021/130509/07

Herein represented by BARBARA ELIZABETH GERICKE duly authorised thereto

of Hexriver Lifestyle Estate 412, Waterkloof, Rustenburg, 0300

(the SELLER)

and

**THE GROVE HOME OWNERS ASSOCIATION**

of 258 Beyers Naude Drive, Rustenburg, 0299

("the ASSOCIATION")

and

\_\_\_\_\_  
Identity Number \_\_\_\_\_

and

\_\_\_\_\_  
Identity Number \_\_\_\_\_

(the PURCHASER) of

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

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

Telephone No. (home): \_\_\_\_\_

Telephone No. (work): \_\_\_\_\_

Telephone No (Cellular): \_\_\_\_\_

Fax No: \_\_\_\_\_

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

Identity Number / Registration Number: \_\_\_\_\_

Marital status (if individual): single / married in community of property / married out of community of property

### 1. SCHEDULE

1.1 Erf number (as indicated on the general town plans): \_\_\_\_\_

1.2 House type: \_\_\_\_\_

1.3 PURCHASE PRICE (inclusive of VAT):

STAND and DWELLING HOUSE: R \_\_\_\_\_

OPTIONAL EXTRA'S TOTAL (see Annexure C): R \_\_\_\_\_

TOTAL PURCHASE PRICE (inclusive of VAT): R \_\_\_\_\_

1.4 Amount of bond finance for which PURCHASER will apply: R \_\_\_\_\_

1.5 Estate Agent: \_\_\_\_\_

1.6 Originator: Ooba or Betterbond \_\_\_\_\_

### 2. OFFER

The signature of this agreement by the PURCHASER constitutes an offer by the PURCHASER, which the SELLER shall be entitled but not obliged to accept by the signature of this agreement by the SELLER. On acceptance of this offer an agreement of sale and a building contract shall come into being subject to and in accordance with the provisions hereof and the conditions annexed hereto as Annexure "A" in terms of which the SELLER sells and the PURCHASER purchases the PROPERTY and the SELLER undertakes to complete the BUILDING WORK in accordance with Annexure "B", "C" and "D". This offer shall be irrevocable and shall remain open for acceptance by the SELLER for a period of at least 21 (twenty-one) days after the date of signature hereof by the PURCHASER, and the PURCHASER shall not be entitled to withdraw or revoke this offer during that period.

### 3. OTHER CONDITIONS

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

Thus done and signed at

on

AS WITNESSES:

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

PURCHASER, who by his signature hereto, if signing in a representative capacity, warrants that he has been duly authorised to do so; and acknowledges that he is acquainted with and understands the contents of this agreement, specifically the personal liability and the suretyship referred to in clause 18, and that all the annexures referred to in this agreement were attached hereto when he signed same.

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

Thus done and signed at

on

AS WITNESSES:

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

The ASSOCIATION

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

Thus done and signed at

on

AS WITNESSES:

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

DOUBLE D G BUILDING CONTRACTORS (PTY) LTD

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

LIST OF ANNEXURES:

Annexure "A": Conditions of sale

Annexure "B": Specifications

Annexure "C": Optional extras

Annexure "D": Plans

# CONDITIONS OF SALE

## 1. DEFINITIONS AND INTERPRETATION

For the purposes of the offer to purchase which will, on acceptance thereof, become an agreement of sale and these CONDITIONS OF SALE, unless the context indicates to the contrary:

"ASSOCIATION" means THE GROVE HOME OWNERS' ASSOCIATION;

"AGREEMENT" means the offer to purchase which will, on acceptance thereof, become an agreement of sale and a building contract as well as all Annexures (including the conditions of sale) thereto;

"the BALANCE OF THE PURCHASE PRICE" means the purchase price reflected in clause 1.3 of the agreement of sale;

"CONDITIONS OF SALE" means these conditions of sale;

"AGREEMENT OF SALE" means the agreement to which these conditions of sale are Annexure "A";

"BUILDING WORK" means the building work for the completion of a house of the type stipulated in clause 1.2 with the specifications and client choices for finishing set out in Annexure "B" and optional extras set out in Annexure C";

"CONVEYANCER" means VVD Attorneys Inc, North Block 04, @Office, 67 Brink Street, Rustenburg 0299;

"DATE OF POSSESSION" means the date specified in clause 4.1 of these conditions of sale;

"DATE OF TRANSFER" means the date of registration of transfer of the property into the name of the PURCHASER;

"ESTATE AGENT" means the person referred to in clause 1.5 of the agreements of sale;

"PLANS" means the plan of the proposed specifications and building plans attached hereto as Annexure "D";

"PROPERTY" means the immovable property referred to in clause 1.1 of the agreements of sale;

"the PURCHASE PRICE" means the purchase price reflected in clause 1.3 of the agreement of sale;

"PURCHASER" means the purchaser described on the face of the agreement of sale;

"RULES" means the rules referred to in 7 of the conditions of sale;

"SELLER" means the seller described on the face of the agreement of sale;

"the TOWNSHIP" means the Township Waterkloof East Extension 81 to be established on the land as indicated on the plans;

defined terms appear in capital letters in the CONDITIONS OF SALE;

words importing a gender shall include all genders and the singular shall include the plural and vice versa;

clause headings are inserted purely for convenience and shall not be relevant in interpreting the contents of the clauses to which they relate;

if the PURCHASER consists of more than one person or more than one legal entity or a combination of both, then each PURCHASER shall be jointly and severally liable in solidum for the obligations of the other PURCHASERS in terms of this AGREEMENT;

no indulgence or relaxation which the SELLER may allow to the PURCHASER in regard to the carrying out of the PURCHASER'S obligations in terms of or pursuant to this AGREEMENT SHALL prejudice the SELLER'S rights under this AGREEMENT in any manner whatsoever, or be regarded as a waiver of the SELLER'S rights in terms of this AGREEMENT, or be construed to act as an estoppel against the SELLER to otherwise strictly enforce compliance of the PURCHASER'S obligations in terms of this AGREEMENT.

## 2. LOAN FROM FINANCIAL INSTITUTION

- 2.1. The PURCHASER undertakes forthwith to apply for a loan for the amount stated in 1.4 of the AGREEMENT OF SALE and agrees that if such loan is not granted in principle within 30 (thirty) days of the acceptance of the offer contained in this agreement by the SELLER or by such later date as the SELLER may agree to in writing, then this agreement shall lapse and be of no further force or/and the SELLER shall repay to the PURCHASER all amounts paid by the PURCHASER in respect of the PURCHASE PRICE of the PROPERTY, without interest and after deduction of any amounts lawfully due to the SELLER, whereafter the PURCHASER shall have no further claim of any nature whatsoever against the SELLER arising from such lapse. The bond originator chosen by the parties is BETTERBOND or Ooba. If the loan referred to in this clause 2.1 has not been granted within the time period stipulated, the period referred to in this clause 2.1 shall automatically be extended for a further period of 30 (thirty) days, except if the SELLER gives written notice at least 7 (seven) days prior to the expiry of the initial 30 (thirty) days' time period referred to in this clause 2.1 that the time period will not be extended.
- 2.2. The parties acknowledge that the condition precedent referred to above is stipulated for the benefit of the PURCHASER and may be waived in writing by the PURCHASER prior to the date stipulated for fulfilment.

## 3. PREPAYMENTS AND GUARANTEES

- 3.1. The PURCHASER shall secure the due payment of the BALANCE OF THE PURCHASE PRICE by furnishing the SELLER with a guarantee/s from a registered commercial bank/s, in a form and on terms acceptable to the SELLER, for such amount. The guarantee/s will be payable on DATE OF TRANSFER.
- 3.2. The guarantee/s referred to in 3.1 above shall be furnished by the PURCHASER within 7 (seven) days after fulfilment or waiver of the suspensive conditions contained in clause 2.1.

## 4. POSSESSION AND RISK

- 4.1. Possession and occupation of the PROPERTY shall be given by the SELLER to the PURCHASER on date of completion of the BUILDING WORK on the PROPERTY and payment of the full purchase price, provided that the PURCHASER shall within 7 (SEVEN) days from DATE OF POSSESSION submit a list of latent and patent defects in

the BUILDING WORK to the SELLER and the SELLER shall, within a period of 90 (NINETY) days thereafter, remedy those defects whether latent or patent.

- 4.2. The risk and benefit in and to the PROPERTY shall pass to the PURCHASER on DATE OF POSSESSION.
- 4.3. Liability to pay all rates, water rates, taxes, insurance, levies and other outgoings arising from the PROPERTY shall pass to the PURCHASER on the DATE OF TRANSFER.
- 4.4. From the DATE OF POSSESSION to the DATE OF TRANSFER, both days inclusive, if payment of the purchase price was not made to the SELLER, the PURCHASER shall pay to the SELLER monthly occupational rental in the amount of 1 % (one percent) per month on the full PURCHASE PRICE until the full PURCHASE PRICE has been paid by the PURCHASER to the SELLER. Such occupational interest shall be payable monthly in advance to the CONVEYANCERS directly on or before the first day of every month. Occupational interest shall be adjusted for any period of less than one month, the final adjustment to be made on the DATE OF TRANSFER.
- 4.5. The PURCHASER undertakes, in the event of this AGREEMENT being cancelled, for any reason whatsoever to vacate the PROPERTY. Further, in the event of this AGREEMENT being cancelled due to the breach of the PURCHASER, the PURCHASER shall not be entitled to any compensation for any improvements of whatever nature he may have effected to the PROPERTY while in occupation thereof.

## 5. RIGHTS AND OBLIGATIONS IN RESPECT OF OCCUPATION

- 5.1. The PURCHASER acknowledges that on the DATE OF POSSESSION the development of buildings to be erected on the other erven in the TOWNSHIP may be incomplete and that he and every person claiming occupation and use through him may suffer inconvenience from building operations and from noise and dust resulting there from and the PURCHASER shall have no claim whatsoever against the ASSOCIATION, the SELLER by reason for any inconvenience.
- 5.2. From the DATE OF POSSESSION, the PURCHASER
  - 5.2.1. shall be entitled to beneficial occupation of the PROPERTY as if he were the owner thereof, and the PROPERTY shall be used for the erection of a dwelling for residential purposes only and for no other purpose whatsoever save with the written consent of the ASSOCIATION, and the local and any other competent authority whose permission may be required;
  - 5.2.2. shall be liable for payment of all services provided to the PROPERTY in the form of telephones, television, electricity and water and any deposits payable in connection with the supply of any such services;
  - 5.2.3. waives all claims against the SELLER, for any loss or damage to PROPERTY or any injury to person which the PURCHASER may sustain in or about the PROPERTY or on any other portion of the TOWNSHIP and indemnifies the SELLER and the ASSOCIATION against any such claim that may be made against the SELLER and/or the ASSOCIATION by a member of the PURCHASER'S family or any tenant nominee, invitee or any other person who occupies the PROPERTY and/or goes upon the TOWNSHIP by virtue of the PURCHASER'S rights thereto, for any loss or damage to property or injury to person suffered in or about the PROPERTY or any part of the TOWNSHIP howsoever such loss or damage to property or injury to person may be caused.

## 6. RATES AND OTHER CHARGES

The PURCHASER accepts liability with effect from the DATE OF TRANSFER for payment of municipal rates and taxes and of a monthly levy in respect of those items and amounts payable in terms of the Articles of Association of the ASSOCIATION.

## 7. ASSOCIATION RULES

The PURCHASER acknowledges that the ASSOCIATION shall at all times lay down rules in regard to the following in the TOWNSHIP

- 7.1. the preservation of the natural environment;
  - 7.2. vegetation and flora and fauna;
  - 7.3. the right to keep any animal, reptile or bird;
  - 7.4. the use of recreation and entertainment areas, amenities, and facilities and the right to make a reasonable charge for such use;
  - 7.5. the conduct of any persons within the TOWNSHIP and the prevention of nuisance of any nature to any owner of immovable property;
  - 7.6. the use of land in the TOWNSHIP;
  - 7.7. the use of roads pathways and open spaces;
  - 7.8. the imposition of fines and other penalties to be paid by members of the ASSOCIATION; and
  - 7.9 generally in regard to any other matter which the ASSOCIATION from time to time considers appropriate.
- and the PURCHASER undertakes and shall be obliged, with effect from the DATE OF POSSESSION, to abide by such rules as if he were the owner of the PROPERTY and to ensure that all tenants, nominees, invitees and other persons who occupy the PROPERTY and/or go upon the TOWNSHIP by virtue of the PURCHASER'S rights thereto, do likewise.

## 8. TRANSFER

- 8.1. The CONVEYANCERS shall pass transfer of the PROPERTY to the PURCHASER as soon as is reasonably practicable in the circumstances, provided that the PURCHASER has complied with all his obligations under this AGREEMENT.
- 8.2. It is recorded that the PURCHASE PRICE includes all costs of and incidental to the passing of transfer of the PROPERTY to the PURCHASER including all conveyancing fees and disbursements and including bond costs, conveyancing fees regarding the registration of any bond, provided that the PURCHASER shall be liable for any initiation or other fees charged by the financial institution providing his loan.
- 8.3. The PURCHASER shall, within 7 (seven) days of being called upon to do so by the CONVEYANCERS Furnish all such information, sign all such documents and pay all such amounts that may be necessary or required to enable the CONVEYANCERS to pass transfer of the PROPERTY.
- 8.4. No liability of any nature whatsoever shall attach to the SELLER arising out of any delays in effecting transfer of the PROPERTY to the PURCHASER.
- 8.5. The PURCHASER shall be obliged to accept transfer of the PROPERTY subject to:
  - 8.5.1. the conditions, reservations and servitudes which burden the land on which the TOWNSHIP is situated; and
  - 8.5.2. a condition registered against the title deeds of the PROPERTY to effect that the PROPERTY or any portion thereof or interest therein shall not be alienated, leased or transferred without the written consent of the ASSOCIATION first being had and obtained.

## 9. ARCHITECTURAL AND LANDSCAPE CONTROLS AND IMPROVEMENTS TO PROPERTY

- 9.1. The PURCHASER acknowledges that both the SELLER and the PURCHASER shall be required to adhere to the architectural guidelines, town planning controls, landscaping protocol and the environmental management plan ("the controls") pertaining to the TOWNSHIP, which Controls shall be determined by the ASSOCIATION from time to time. The PURCHASER acknowledges that copies of the Controls, issued and reduced to writing have been made available for inspection by the PURCHASER at the offices of the SELLER. It is recorded that the abovementioned Controls may be different from the restrictions contained in the town planning scheme and/or the conditions of establishment. If there is any conflict with what is contained in the town planning controls and the town planning scheme and/or the conditions of establishment, the one which is most restrictive shall prevail.
- 9.2. Notwithstanding the provisions of 9.1 or anything to the contrary herein or elsewhere contained, any dwelling or other structure to be erected on the PROPERTY shall be erected strictly in accordance with the building plans which have been submitted to and approved of in writing by the ASSOCIATION and the local or any other competent authority and no works whatsoever shall commence on the PROPERTY until such time as the relevant approvals have been obtained.
- 9.3. Any building or other structure to be erected on the PROPERTY shall be constructed by a contractor approved of by the SELLER and supervised by a professional architect.

## 10. PURCHASER'S ACKNOWLEDGMENTS

The PURCHASER shall not be entitled to sell or otherwise transfer ownership of the PROPERTY unless it is a suspensive condition of such sale or other transfer that the transferee, in a manner acceptable to the ASSOCIATION, agrees to become a member and is admitted as a member of the ASSOCIATION.

## 11. AGENT'S COMMISSION

- 11.1. The PURCHASER warrants to the SELLER that he was introduced to the PROPERTY by the agent of the agency referred to in paragraph 1.5 of the AGREEMENT OF SALE. The SELLER shall pay a selling commission directly to the aforesaid agent.
- 11.2. The PURCHASER warrants that no agent other than the one referred to in clause 1.5 of the AGREEMENT OF SALE was responsible for introducing him to the PROPERTY and further warrants that no other agent will have any claim against the SELLER for agent's commission arising out of this transaction. The PURCHASER indemnifies and holds harmless the SELLER against any loss, damage or expense sustained, suffered or incurred by the SELLER arising out of any breach of the foregoing warranty.

## 12. BREACH

- 12.1. Should any party (the "defaulting party") commit a breach of any of the provisions of this AGREEMENT, then the party which is not in breach (the "aggrieved party") shall be entitled to give the defaulting party written notice to remedy the breach. If the defaulting party fails to comply with that notice within 7 (seven) days of receipt thereof, subject to any other provisions of this AGREEMENT to the contrary, the aggrieved party shall be entitled to cancel this AGREEMENT or to claim specific performance, in either event without prejudice to the aggrieved party's right to claim damages. The foregoing is without prejudice to such other rights as the aggrieved party may have in terms of this AGREEMENT, common law or statute.

- 12.2. In the event of the SELLER cancelling this AGREEMENT as aforesaid, any amount or amounts paid to the SELLER or the CONVEYANCERS (including any amount paid in trust) shall be forfeited to and retained by the SELLER as rouwkoop; alternatively, if the SELLER so elects, he may recover any damages howsoever incurred as a result of such cancellation (including any losses and expenses on resale, whether by public auction or private treaty), in which case the amount or amounts paid to the SELLER or the CONVEYANCERS as aforesaid (including any amount paid in trust) will not be forfeited as rouwkoop but may be retained by the SELLER by way of set-off or partial set off against the damages claimed by the SELLER.
- 12.3. Notwithstanding the foregoing, should the SELLER exercise any of his rights in terms hereof and should the PURCHASER dispute the SELLER'S right to do so, then pending the determination of that dispute, the PURCHASER shall continue to pay all amounts payable in terms of this AGREEMENT on the due date thereof and to comply with all the terms hereof, and the SELLER shall be entitled to recover and accept such payments and/or other performance without prejudice to the SELLER'S claim to have exercised rights in terms hereof, and in the event of the SELLER succeeding in such dispute, the SELLER shall be entitled to retain such amounts received in the interim as payment for the occupational rights exercised and/or enjoyed by the PURCHASER in the interim.

### 13. JURISDICTION AND COSTS

- 13.1. In the event of any action or application arising out of this AGREEMENT, the parties hereby consent to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under section 28 of the Magistrate's Court Act of 1944, as amended. Notwithstanding that such proceedings are otherwise beyond the said court's jurisdiction, this clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrate's Court Act of 1944, as amended.
- 13.2. Notwithstanding anything to the contrary herein contained, the SELLER shall have the right at the SELLER'S sole option and discretion to institute proceedings in any other court which might otherwise have jurisdiction;
- 13.3. In the event of it becoming necessary for the SELLER to take any action against the PURCHASER as contemplated herein the PURCHASER agrees to pay to the SELLER all the attendant costs and expenses incurred by the SELLER, on a scale as between attorney and client.

### 14. MEMBERSHIP OF THE GROVE HOME OWNERS ASSOCIATION

By virtue of the purchase of the PROPERTY by the PURCHASER, the PURCHASER shall be obliged to become a member of the ASSOCIATION within the meaning of and subject to the conditions set out in the ASSOCIATION'S memorandum of incorporation and undertakes that he and all person deriving use of the TOWNSHIP or any part thereof through him will, from the DATE OF POSSESSION, duly comply with all the obligations imposed upon members under the ASSOCIATION'S memorandum of incorporation including the obligation to pay a monthly levy to the ASSOCIATION, the amount of which is to be determined, from time to time, by the directors of the ASSOCIATION. (The above is intended merely as a general description of the rights and obligations of a member of the ASSOCIATION, the details of which will be more fully dealt with in the memorandum of incorporation of the ASSOCIATION). If there is any conflict between what is set out above and what is contained in the memorandum of incorporation, the latter shall prevail, and the PURCHASER shall have no claims against the SELLER arising out of such conflict.

## 15. DOMICILIUM AND NOTICES

- 15.1. The parties choose as their domicilia citandi et executandi for all purposes under this AGREEMENT OF SALE, whether in respect of court processes, notices or other documents or communications of whatsoever nature their physical address referred to in the heading of the AGREEMENT OF SALE.
- 15.2. Any notice or communication required or permitted to be given in terms of this AGREEMENT OF SALE shall be valid and effective only if in writing.
- 15.3. Any party may, by notice to any other party, change his address chosen as his domicilium citandi et executandi to another address in the Republic of South Africa, provided that the change shall become effective on the 7<sup>th</sup> business day from the deemed receipt of the notice by the addressee.
- 15.4. Any notice to a party
- 15.4.1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its domicilium citandi et executandi shall be deemed to have been received on the 7<sup>th</sup> business day after posting (unless the contrary is proved); or
  - 15.4.2. delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery;
  - 15.4.3. sent by email to the email address stated in this agreement shall be deemed to have been received within 24 hours after sending.
- 15.5. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered to its chosen domicilium citandi et executandi.

## 16. COSTS

Each party shall bear its own costs incurred in connection with the negotiation, drafting and execution of this AGREEMENT.

## 17. ARREARS

- 17.1. Any amounts in arrear in terms of this AGREEMENT, shall bear interest at the rate equal to 2 (two) percentage points above the minimum overdraft rate from time to time published by Standard Bank Limited as being its minimum overdraft rate to its prime customers in the private sector, which interest shall be calculated from the date such amount becomes due to the date of payment, both days inclusive.
- 17.2. A certificate of any branch manager of the said bank as to such minimum overdraft rate from time to time shall be prima facie proof of such rate.

## 18. TRUSTEE FROM A COMPANY OR CLOSE CORPORATION TO BE FORMED AND SURETYSHIP

- 18.1. In the event of the PURCHASER having concluded this AGREEMENT in his capacity as a trustee for a company or close corporation to be formed, then the PURCHASER by his signature hereto warrants that the said company or close corporation (as the case may be
- 18.1.1. will be formed;
  - 18.1.2. will ratify and adopt the terms and conditions of the AGREEMENT; and

- 18.1.3. will provide the SELLER with written proof thereof, all within a period of 30 (thirty) days from the date of signature of this AGREEMENT OF SALE by the PURCHASER.
- 18.2. The PURCHASER, in his personal capacity hereby under renunciation of the benefits of divisionis seu excussionis with the full meaning and effect of which he declares himself to be fully acquainted, binds himself and agrees to bind himself as surety and co-principal debtor in solidum with the company or close corporation (as the case may be) to be formed by him in favour of the SELLER and/or the ASSOCIATION for the due and punctual performance of such company's or close corporation's (as the case may be) obligations to the SELLER and/or the ASSOCIATION in terms of this AGREEMENT OF SALE. No variation or amendment or novation of the AGREEMENT OF SALE shall be prejudice the surety obligation hereby undertaken by the PURCHASER in his personal capacity, the object being that the PURCHASER in his personal capacity shall at all times be liable as surety and co-principal debtor even if the AGREEMENT OF SALE is varied or amended or novated and even if the aforesaid company or close corporation (as the case may be) is granted and indulgence by the SELLER.
- 18.3. If the terms and conditions of clause 18.1 above are not fulfilled, then the PURCHASER will, by his signature to this AGREEMENT OF SALE, be deemed ipso facto to have concluded this AGREEMENT in his personal capacity as PURCHASER.
- 18.4. Where the PURCHASER is a company, a close corporation or a trust, its representative hereby binds himself/herself as surety and co-principal debtor on behalf of the PURCHASER in favour of the SELLER for the due performance of all the PURCHASER's obligations in terms of this AGREEMENT.

## 19. LETTING

In order to ensure that any tenant of any dwelling on the TOWNSHIP is made aware of and complies with the RULES, it is agreed that any lease in respect of the PROPERTY shall be reduced to writing, signed by the parties and shall contain an undertaking by the lessee to comply with the RULES.

## 20. SOLE CONTRACT

The PURCHASER acknowledges that this agreement constitutes the sole basis of the contract between himself and the SELLER and that no agreement to cancel this AGREEMENT or to vary the terms and conditions, including this clause, shall be of any force and effect unless reduced to writing and signed by the parties or their agents duly authorised in writing.

## 21. SECURITY

The PURCHASER acknowledges that the developer delegated to the ASSOCIATION the obligation to procure the installation of security facilities and to maintain and operate all security facilities included in the TOWNSHIP. The PURCHASER agrees that no liability shall rest upon the SELLER or the ASSOCIATION for any failure or insufficiency of any of the security facilities included in the TOWNSHIP, irrespective of the cause thereof, or for any consequential damage the PURCHASER may suffer by reason of such failure or insufficiency.

## 22. SPECIAL CONDITIONS

All special conditions under the Conditions of Establishment dated 22 May 2026 for the township, Waterkloof East Extension 81, relevant to the PROPERTY, shall be binding on the parties and incorporated into the deed of transfer in terms of which the PROPERTY shall be registered in the name of the PURCHASER.

### 23. HOUSING CONSUMERS PROTECTION MEASURES ACT, 95 OF 1998

In accordance with Section 13 of the Housing Consumers Protection Measures Act, 95 of 1998 ("the Act"), the SELLER shall

- 23.1. rectify major structural defects in the PROPERTY caused by the non-compliance with the NHBRC Technical Requirements and occurring within a period of five years from the occupation date, and notified to the SELLER by the PURCHASER within that period;
- 23.2. rectify non-compliance with or deviation from the terms, plans and specifications of this AGREEMENT or any deficiency related to design, workmanship or material notified to the SELLER by the PURCHASER within a period of three months from the occupation date; and
- 23.3. repair roof leaks attributable to workmanship, design or materials occurring and notified to the SELLER by the PURCHASER within a period of 12 months from the occupation date;

provided that any term used in this clause 23 will have the same meaning as defined in Section 1 of the Act.

### 24. PURCHASE PRICE, VAT AND COST ESCALATION

- 24.1. The PURCHASE PRICE is inclusive of Value-Added Tax ("VAT") calculated at the rate applicable as at the date of acceptance of this AGREEMENT by the SELLER. Should the rate of VAT increase at any time prior to the DATE OF TRANSFER, the PURCHASE PRICE shall be increased by the amount attributable to such increase and the PURCHASER shall be liable for payment of the additional amount on DATE OF TRANSFER.
- 24.2. Should any variation to the BUILDING WORK or the PLANS be required by the ASSOCIATION or any competent authority after the date of acceptance of this AGREEMENT, or should any new or increased statutory levy, charge or imposition become payable in respect of the BUILDING WORK or the PROPERTY after such date, the reasonable additional cost thereof shall be added to the PURCHASE PRICE and shall be payable by the PURCHASER on DATE OF TRANSFER, provided that the SELLER furnishes the PURCHASER with written substantiation of such additional cost.

### 25. COMPLETION OF BUILDING WORK AND DELAY

- 25.1. Any date or period indicated by the SELLER for the commencement or completion of the BUILDING WORK, or for the giving of possession, is an estimate only and shall not be of the essence of this AGREEMENT.
- 25.2. The SELLER shall not be liable for any delay in the completion of the BUILDING WORK, the giving of possession or the passing of transfer arising from any cause beyond the SELLER'S reasonable control, including but not limited to inclement weather, vis major, casus fortuitus, force majeure, the shortage or unavailability of labour or materials, industrial action, civil commotion, epidemic or pandemic, or any act, delay or requirement of the ASSOCIATION or any competent authority, and in any such event the period for completion shall be extended by a period equal to the period of the delay so caused.
- 25.3. The PURCHASER shall not be entitled to cancel this AGREEMENT, nor to claim any damages, penalty or compensation of whatsoever nature from the SELLER, by reason of any delay contemplated in clause 25.2.

**26. LIMITATION OF THE SELLER'S LIABILITY**

- 26.1. Save as expressly provided in this AGREEMENT, and save for any liability that cannot lawfully be excluded (including the SELLER'S obligations under the Housing Consumers Protection Measures Act, 95 of 1998), the SELLER shall not be liable to the PURCHASER for any indirect, special or consequential loss or damage of whatsoever nature, whether arising from breach of contract, delict or otherwise, and the SELLER'S aggregate liability to the PURCHASER arising from or in connection with this AGREEMENT shall not exceed the PURCHASE PRICE.
- 26.2. To the extent permitted by law, the remedies expressly afforded to the PURCHASER in clauses 4.1 and 23 in respect of defects in the BUILDING WORK shall constitute the PURCHASER'S sole remedies in respect of such defects.

**27. CESSION AND ASSIGNMENT**

- 27.1. The SELLER shall be entitled, without the consent of the PURCHASER, to cede, assign, delegate or otherwise transfer all or any of its rights and/or obligations under this AGREEMENT to any third party, provided that the PURCHASER'S rights under this AGREEMENT are not thereby materially prejudiced.
- 27.2. The PURCHASER shall not be entitled to cede, assign or delegate any of its rights or obligations under this AGREEMENT without the prior written consent of the SELLER.

**28. NO REPRESENTATIONS**

- 28.1. The PURCHASER acknowledges and agrees that, in entering into this AGREEMENT, it has not relied on any representation, warranty, statement, promise, brochure, advertisement, show house, model, illustration, rendering, projection or information of whatsoever nature made or given by or on behalf of the SELLER, the ASSOCIATION or any agent, save for those expressly recorded in this AGREEMENT and its Annexures.
- 28.2. No representation, warranty or undertaking of any nature has been made or given by or on behalf of the SELLER other than as expressly set out in this AGREEMENT, and the SELLER shall not be bound by any representation, warranty or undertaking not so recorded. Without limiting the foregoing, no statement as to the dimensions, area, finishes, specifications, views or completion date of the PROPERTY or the BUILDING WORK shall be binding on the SELLER unless expressly recorded in this AGREEMENT or its Annexures.

**29. EXTENT OF THE PROPERTY**

- 29.1. The PROPERTY is sold subject to its actual extent as reflected in the relevant general plan, diagram or the records of the Surveyor-General, and the SELLER gives no warranty as to the exact area or extent of the PROPERTY. Any deficiency or surplus in the extent of the PROPERTY shall not entitle either party to any claim for damages, to any remission of or increase in the PURCHASE PRICE, or to cancellation of this AGREEMENT.

**30. SEVERABILITY**

- 30.1. Each provision of this AGREEMENT is severable from every other provision. Should any provision be found by a court of competent jurisdiction to be invalid, unlawful or unenforceable, that provision shall be severable from the remaining provisions, which shall continue to be valid and enforceable, and the parties shall negotiate in good faith to replace the offending provision with a valid provision that reflects as closely as possible their original intention.



**ANNEXURE B: THE GROVE (WKEX81)****STANDARD BUILDING SPECIFICATIONS AND SCHEDULE OF FINISHES**

| CLIENT NAME | CONTACT NO |
|-------------|------------|
|             |            |

| STAND NUMBER | HOUSE TYPE |
|--------------|------------|
|              |            |

Client to v (indicate) complete value (amount) on Annexure C where applicable.

**INTERNAL FINISHES****FLOORS:**

Tiles with tiled skirting (same as floor tiles).

Kitchen – tiles as per show houses.

Bathrooms – tiles as per show houses.

Showers – tiles to ceiling.

Guest toilet - tiles as per show houses.

**WALLS:**

Plastered and painted with Dulux paint.

**WINDOWS:**

Charcoal aluminium windows installed as per show houses.

**DOORS:**

- **Front door** - Single, pre-hung hinged aluminium door Full Panel 900x2100 Charcoal;
- **Internal doors** - Painted hollow core doors with handle and 2 lever locksets hung on painted mild steel frames.
- **Sliding door**-as per plan, charcoal aluminium.

**CEILING:**

Gypsum ceiling painted (garage's, patios and carports excluded)

**Note:** *Curtain Rails are not provided.*

**KITCHEN CUPBOARDS AND TOPS**

Melamine fitted built in cupboards with melamine shelving as displayed in show houses per type. Floor cabinets on feet (black). All handles (Black). **No splashbacks.** Tops: Counter tops in kitchen as displayed in show houses per type.

**BEDROOM CUPBOARDS AND BATHROOM VANITY CABINETS**

Melamine fitted built in cupboards with melamine shelving. Each unit as indicated per show house type. Floating bathroom vanity melamine. Tops: Bathroom vanity tops as displayed in show houses per type.

**SANITARYWARE AND TAPS (as displayed in show houses)**

- 150 litre solar **geyser**.
- **Bath:** Built in bath with no handles.
- **Basin:** Countertop Basin. (Separate Toilet: wall hung basin with bottle neck trap)
- **Shower:** Framed showers as per show house type.
- **Toilet:** Bouquet white dual top flush unit.
- **Shower set:** Shower arm and rose with wall mixer.
- **Basin tap:** Counter Basin mixer.
- **Bath tap:** Bath Mixer
- **Bathroom Accessories:** Toilet paper holder and double towel rail.

**\*\* All material specified subject to availability. DD&G reserve the right to replace any building component with similar quality and specification.**

Client to initial each page

- **Kitchen tap:** Sink Mixer
- **Kitchen Sink:** Type A, B, C and D – Single bowl stainless steel sink; Type E and F – Double bowl stainless steel sink.

#### ELECTRICAL

##### General: applicable to all units

- Plug points as per electrical layout.
- Lights and light fittings as per electrical layout.
- All above displayed in show house units pre type.

#### Stove

Built in 4 Burner gas hob with undercounter electrical oven. **(Client to supply own gas bottle)**

#### EXTERNAL FINISHES

##### FOUNDATIONS

Steel-reinforced concrete raft/strip foundation. Foundation area extends for the total building area up to external face of building envelope not including the patio area.

##### WALLS

7MPa masonry units - Single 110mm thick internal walls, double 220mm thick external walls.

##### ROOF

Timber roof trusses and battens, including timber ceiling timber support members.  
Widespan Chromodek 0.5 Full Hard Ribbed sheets

##### FACEBRICK

FBS face brick or similar.

##### INTERNAL STAND BOUNDARIES

Natural Ground level - 1,60m (Minimum) high mild steel perimeter wall as per Show houses boundary.

##### PAVING

Paving 1 meter around house.  
Driveway, 3m in width as per showhouse stand 2716. (excluding optional extra carport/garage)

##### GRASS

100m<sup>2</sup> of grass planted per stand. (Supplied and layed)

##### OUTSIDE TAP

1 x outside tap provided at gulley (kitchen).

CLIENT SIGNATURE: \_\_\_\_\_

AGENT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**\*\* All material specified subject to availability. DD&G reserve the right to replace any building component with similar quality and specification.**

Client to initial each page

**OPTIONAL EXTRAS**

|                |  |
|----------------|--|
| CLIENT NAME    |  |
| STAND NUMBER   |  |
| CONTACT NUMBER |  |

*\*all prices indicated inclusive of VAT*

| ITEM                                                               | QTY | PRICE INCL VAT |
|--------------------------------------------------------------------|-----|----------------|
| <b>CARPORTS</b>                                                    |     |                |
| Single Carport + Paving (Carport and Driveway)                     |     |                |
| Double Carport + Paving (Carport and Driveway)                     |     |                |
|                                                                    |     |                |
| <b>GARAGES</b>                                                     |     |                |
| Single Garage + Paving (1m around and Driveway as per plan)        |     |                |
| Double Garage + Paving (1m around and Driveway as per plan)        |     |                |
|                                                                    |     |                |
| <b>PATIOS</b>                                                      |     |                |
| Type A + Gutter + Paving                                           |     |                |
| Type B + Gutter + Paving                                           |     |                |
| Type C + Gutter + Paving                                           |     |                |
| Type D + Gutter + Paving                                           |     |                |
| Type E + Gutter + Paving                                           |     |                |
| Type F + Gutter + Paving                                           |     |                |
|                                                                    |     |                |
| <b>ADDITIONAL GRASS PER M<sup>2</sup></b>                          |     |                |
| Grass (Supplied and Layed) (R80.50m <sup>2</sup> )*                |     |                |
|                                                                    |     |                |
|                                                                    |     |                |
| <b>TOTAL COST CARRIED FORWARD TO CONTRACT: (PAGE 2 CLAUSE 1.3)</b> |     |                |

|                  |  |
|------------------|--|
| CLIENT SIGNATURE |  |
|------------------|--|

|      |  |
|------|--|
| DATE |  |
|------|--|

**\*\* All material specified subject to availability. DD&G reserve the right to replace any building component with similar quality and specification.**

# THE GROVE PH 1 MARKETING: GENERAL INFORMATION JULY 2026

- The Grove/ Waterkloof East X 81
- 118 Residential stands (Full title) average size :450m2-500m2
- Stand sizes available on SG plan
- Future: Residential 2/sectional title development;
- Gatehouse; (HOA)
- Park areas-grassed and irrigation;(HOA)
- Management-HOA (every owner become part/member); management agent: PBCM.
- Full title stands- clients will receive RLM account and HOA account (levy).
- Current **Marketing phase 1** consisting of:
  - 6 showhouses (not for sale)-6 Types: A-F (refer to marketing plans Type A-F)
  - All types 3 bedrooms 2 bathrooms-
  - Units different sizes (between 63m2 to 111 m2 without extras)
  - Optional extras: single/double garages; single/double carports; patios (size per type)
  - 46 units in PH1 for sale (plot+plan/as built)-refer to marketing site plan
  - 16 spec houses/as built-garages/carports fixed. Client choice-optional patio. Marked brown on site plan and price list
  - 30 units (check site plan for type per stand-fixed). All optional extras available to client -refer to site plan (marked white) and price list
  - No changes-plans approved at RLM and NHBRC enrolled
- **Pricing** (refer to price list and plans-colour coded for easy reference):
  - Included in price per house type-house with stand (incl vat, cost and agent commission)
  - Agent commission per unit-R 50 000-00 vat incl-included in above pricing
  - Excluded from above/separate-optional extras:
    - Single/double garages and carports. (including paving)
    - Patios-size and price per type (check on price list)
    - Note patios not on foundation-paved.
    - Extra grass-100m2 provided/included per stand-refer to annexure C on OTP



- **Sales agreement and building contract (VVD)**
- Completion p2 basic R value per stand+type
- Optional extras (annexure C)
- Building specifications and schedule of finishes: Annexure B
- Plans Annexure D-include the type plan and site plan (mark unit on the site plan).  
Must be included/added to the sale agreement-signed.

#### **ADMINISTRATION PROCEDURE:**

- Same as for Hex River Lifestyle estate-Sarieta from VVD will send out communication and sales report);
- All bond instructions and transfers must be sent to VVD;
- Sales report distribution and stand reservation-VVD by e-mail (**client name, surname and ID**).
- 72h reservation applied-if no contract is received stand will be re-opened for sale by VVD;
- No "back-up" offers accepted.
- The sales report and general communication will be sent to e-mail address as supplied by agency. Agency administration to distribute to agents.
- All completed contracts/OTP to VVD (Sarieta) and copy leonie@ddandg.co.za;
- **Finance applications-Ooba or Betterbond.**

- **PBCM managing agent/HOA representative**
- PBCM (rules/levies/budget). Separate information pack available;
- Contact person: Beatrice Duvel
- [beatrice@pbcm.co.za](mailto:beatrice@pbcm.co.za)
- 014 5929529

**Marketing package for Phase 1 consisting of the following will be made available per electronic version to the estate agency and hard copies in the show houses when completed:**

- Site plan with 46 preplaced units for single storeys-types A-F (plans approved at RLM-no changes);
- Price list with house type per stand and optional extras available/applicable per stand;
- Updated unit plans Types A-F with optional extras (B/C). Single storey houses.
- Agent commission per unit-R 50 000-00 vat incl-included
- Kindly note agent commission not applicable to optional extras.

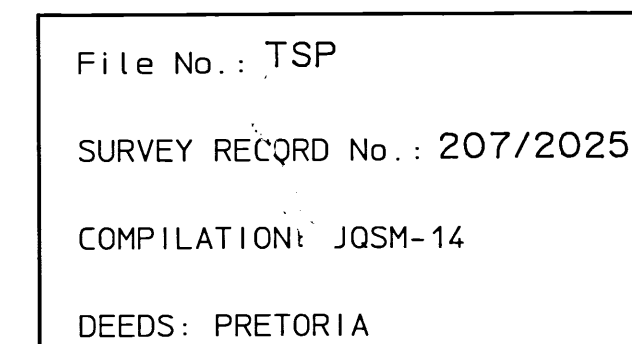
- Sale agreement-kindly add signed plan copies (type and site plan- mark the applicable stand).
- Estate rules and levies (PBCM information).

A handwritten signature or set of initials, possibly 'K' or 'R', enclosed within a hand-drawn circle.

K.A. LOMBARD PLS 1185  
PROFESSIONAL LAND SURVEYOR

for SURVEYOR-GENERAL  
DATE: 2025-11-17

T.N.



| MAIN FIGURE DATA                |            |                        |                                                                |            |            |  |  |  |  |
|---------------------------------|------------|------------------------|----------------------------------------------------------------|------------|------------|--|--|--|--|
| SIDES<br>(Metres)               |            | ANGLES OF<br>DIRECTION | C O - O R D I N A T E S                                        |            |            |  |  |  |  |
|                                 |            |                        | System WG 27°<br>Constants Y 0,00 X+2 800 000,00<br>Y Metres X |            |            |  |  |  |  |
| A B                             | 361,33     | 259-26-30              | A                                                              | -27 655,55 | +47 405,84 |  |  |  |  |
| B C                             | 112,87     | 359-59-00              | B                                                              | -28 010,76 | +47 339,63 |  |  |  |  |
| C D                             | 260,02     | 345-59-40              | C                                                              | -28 010,79 | +47 452,50 |  |  |  |  |
| D E                             | 339,10     | 74-17-00               | D                                                              | -28 073,72 | +47 704,79 |  |  |  |  |
| E F                             | 258,71     | 166-49-50              | E                                                              | -27 744,30 | +47 785,20 |  |  |  |  |
| F A                             | 130,89     | 166-50-10              | F                                                              | -27 685,36 | +47 533,29 |  |  |  |  |
| INDICATORY DATA                 |            |                        |                                                                |            |            |  |  |  |  |
| D d                             |            | 345-59-40              |                                                                |            |            |  |  |  |  |
| E e                             |            | 346-49-50              |                                                                |            |            |  |  |  |  |
| I N T E R N A L   B E A C O N S |            |                        |                                                                |            |            |  |  |  |  |
| A1                              | -27 904,13 | +47 359,50             | A60                                                            | -27 742,97 | +47 656,90 |  |  |  |  |
| A2                              | -27 943,40 | +47 368,76             | A61                                                            | -27 742,97 | +47 684,22 |  |  |  |  |
| A3                              | -27 958,05 | +47 377,60             | A62                                                            | -27 744,97 | +47 683,34 |  |  |  |  |
| A4                              | -27 966,52 | +47 404,03             | A63                                                            | -27 744,97 | +47 656,02 |  |  |  |  |
| A5                              | -27 981,34 | +47 438,27             | A64                                                            | -27 807,94 | +47 628,30 |  |  |  |  |
| A6                              | -27 980,91 | +47 446,51             | A65                                                            | -27 810,76 | +47 625,97 |  |  |  |  |
| A7                              | -27 983,08 | +47 455,91             | A66                                                            | -27 799,26 | +47 576,79 |  |  |  |  |
| A8                              | -27 989,08 | +47 461,49             | A67                                                            | -27 803,02 | +47 570,93 |  |  |  |  |
| A9                              | -27 994,85 | +47 484,59             | A68                                                            | -27 839,78 | +47 563,43 |  |  |  |  |
| A10                             | -28 017,52 | +47 479,44             | A69                                                            | -27 845,82 | +47 567,30 |  |  |  |  |
| A11                             | -28 026,29 | +47 514,58             | A70                                                            | -27 862,47 | +47 638,47 |  |  |  |  |
| A12                             | -28 001,86 | +47 519,94             | A71                                                            | -27 890,47 | +47 700,65 |  |  |  |  |
| A13                             | -28 013,17 | +47 565,25             | A72                                                            | -28 041,70 | +47 642,43 |  |  |  |  |
| A14                             | -28 015,15 | +47 569,07             | A73                                                            | -28 050,76 | +47 644,30 |  |  |  |  |
| A15                             | -28 037,96 | +47 618,71             | A74                                                            | -28 057,98 | +47 641,52 |  |  |  |  |
| A16                             | -28 034,09 | +47 628,22             | B1                                                             | -28 010,79 | +47 434,10 |  |  |  |  |
| A17                             | -28 004,08 | +47 639,77             | B2                                                             | -28 005,63 | +47 427,12 |  |  |  |  |
| A18                             | -27 997,62 | +47 636,90             | B3                                                             | -27 991,62 | +47 391,25 |  |  |  |  |
| A19                             | -27 990,43 | +47 618,24             | B4                                                             | -27 988,81 | +47 370,70 |  |  |  |  |
| A20                             | -27 992,05 | +47 615,47             | B5                                                             | -27 998,15 | +47 356,02 |  |  |  |  |
| A21                             | -27 988,64 | +47 614,64             | B6                                                             | -28 010,77 | +47 348,33 |  |  |  |  |
| A22                             | -27 977,22 | +47 619,04             | C1                                                             | -27 708,80 | +47 466,65 |  |  |  |  |
| A23                             | -27 975,25 | +47 621,94             | C2                                                             | -27 712,56 | +47 460,78 |  |  |  |  |
| A24                             | -27 978,30 | +47 622,91             | C3                                                             | -27 811,07 | +47 440,69 |  |  |  |  |
| A25                             | -27 985,49 | +47 641,57             | C4                                                             | -27 817,11 | +47 444,56 |  |  |  |  |
| A26                             | -27 982,62 | +47 648,03             | C5                                                             | -27 826,23 | +47 483,53 |  |  |  |  |
| A27                             | -27 953,69 | +47 659,17             | C6                                                             | -27 822,47 | +47 489,40 |  |  |  |  |
| A28                             | -27 947,22 | +47 656,30             | C7                                                             | -27 723,95 | +47 509,49 |  |  |  |  |
| A29                             | -27 940,04 | +47 637,64             | C8                                                             | -27 717,91 | +47 505,62 |  |  |  |  |
| A30                             | -27 941,65 | +47 634,87             | D1                                                             | -27 737,51 | +47 589,39 |  |  |  |  |
| A31                             | -27 938,24 | +47 634,04             | D2                                                             | -27 741,27 | +47 583,52 |  |  |  |  |
| A32                             | -27 926,82 | +47 638,44             | D3                                                             | -27 780,48 | +47 575,52 |  |  |  |  |
| A33                             | -27 924,85 | +47 641,34             | D4                                                             | -27 786,52 | +47 579,39 |  |  |  |  |
| A34                             | -27 927,91 | +47 642,31             | D5                                                             | -27 794,74 | +47 614,54 |  |  |  |  |
| A35                             | -27 935,09 | +47 660,97             | D6                                                             | -27 791,30 | +47 621,42 |  |  |  |  |
| A36                             | -27 932,22 | +47 667,44             | D7                                                             | -27 753,89 | +47 637,89 |  |  |  |  |
| A37                             | -27 900,71 | +47 679,57             | D8                                                             | -27 748,18 | +47 635,04 |  |  |  |  |
| A38                             | -27 893,99 | +47 676,81             | E1                                                             | -27 912,26 | +47 517,68 |  |  |  |  |
| A39                             | -27 874,84 | +47 634,29             | E2                                                             | -27 916,01 | +47 511,73 |  |  |  |  |
| A40                             | -27 867,34 | +47 602,24             | E3                                                             | -27 953,43 | +47 503,49 |  |  |  |  |
| A41                             | -27 871,07 | +47 596,24             | E4                                                             | -27 959,53 | +47 507,27 |  |  |  |  |
| A42                             | -27 891,72 | +47 591,41             | E5                                                             | -27 967,33 | +47 538,53 |  |  |  |  |
| A43                             | -27 983,81 | +47 550,86             | E6                                                             | -27 963,97 | +47 545,39 |  |  |  |  |
| A44                             | -27 967,87 | +47 487,00             | E7                                                             | -27 927,55 | +47 561,43 |  |  |  |  |
| A45                             | -27 895,47 | +47 502,95             | E8                                                             | -27 921,83 | +47 558,58 |  |  |  |  |
| A46                             | -27 909,73 | +47 563,91             |                                                                |            |            |  |  |  |  |
| A47                             | -27 906,29 | +47 570,79             |                                                                |            |            |  |  |  |  |
| A48                             | -27 887,59 | +47 579,02             |                                                                |            |            |  |  |  |  |
| A49                             | -27 868,11 | +47 583,58             |                                                                |            |            |  |  |  |  |
| A50                             | -27 862,11 | +47 579,85             |                                                                |            |            |  |  |  |  |
| A51                             | -27 825,75 | +47 424,43             |                                                                |            |            |  |  |  |  |
| A52                             | -27 691,95 | +47 451,72             |                                                                |            |            |  |  |  |  |
| A53                             | -27 709,27 | +47 525,75             |                                                                |            |            |  |  |  |  |
| A54                             | -27 825,43 | +47 502,06             |                                                                |            |            |  |  |  |  |
| A55                             | -27 831,47 | +47 505,93             |                                                                |            |            |  |  |  |  |
| A56                             | -27 840,58 | +47 544,90             |                                                                |            |            |  |  |  |  |
| A57                             | -27 836,82 | +47 550,77             |                                                                |            |            |  |  |  |  |
| A58                             | -27 720,66 | +47 574,46             |                                                                |            |            |  |  |  |  |
| A59                             | -27 739,54 | +47 655,19             |                                                                |            |            |  |  |  |  |
| REFERENCE MARKS                 |            |                        |                                                                |            |            |  |  |  |  |
| RM1                             | -27 946,54 | +47 333,19             |                                                                |            |            |  |  |  |  |
| RM2                             | -27 785,38 | +47 574,52             |                                                                |            |            |  |  |  |  |
| RM3                             | -28 041,09 | +47 625,52             |                                                                |            |            |  |  |  |  |
| TRIGONOMETRICAL BEACONS         |            |                        |                                                                |            |            |  |  |  |  |
| Δ 212                           | -28 675,41 | +44 195,83             |                                                                |            |            |  |  |  |  |
| RUST 13                         |            |                        |                                                                |            |            |  |  |  |  |
| Δ 254                           | -25 735,31 | +47 004,36             |                                                                |            |            |  |  |  |  |
| RUST 73                         |            |                        |                                                                |            |            |  |  |  |  |

| A R E A S      |                  |                |                    |
|----------------|------------------|----------------|--------------------|
| ERF<br>NUMBERS | SQUARE<br>METRES | ERF<br>NUMBERS | SQUARE<br>METRES   |
| 2659           | 1154             | 2723           | 427                |
| 2660           | 943              | 2724           | 427                |
| 2661           | 922              | 2725           | 443                |
| 2662           | 916              | 2726           | 427                |
| 2663           | 911              | 2727           | 427                |
| 2664           | 905              | 2728           | 602                |
| 2665           | 900              | 2729           | 450                |
| 2666           | 894              | 2730           | 450                |
| 2667           | 1220             | 2731           | 450                |
| 2668           | 456              | 2732           | 507                |
| 2669           | 450              | 2733           | 513                |
| 2670           | 450              | 2734           | 436                |
| 2671           | 450              | 2735           | 450                |
| 2672           | 450              | 2736           | 450                |
| 2673           | 450              | 2737           | 450                |
| 2674           | 450              | 2738           | 464                |
| 2675           | 589              | 2739           | 613                |
| 2676           | 522              | 2740           | 450                |
| 2677           | 520              | 2741           | 450                |
| 2678           | 550              | 2742           | 450                |
| 2679           | 550              | 2743           | 450                |
| 2680           | 571              | 2744           | 450                |
| 2681           | 446              | 2745           | 450                |
| 2682           | 450              | 2746           | 476                |
| 2683           | 450              | 2747           | 458                |
| 2684           | 450              | 2748           | 450                |
| 2685           | 449              | 2749           | 450                |
| 2686           | 543              | 2750           | 450                |
| 2687           | 473              | 2751           | 450                |
| 2688           | 457              | 2752           | 450                |
| 2689           | 450              | 2753           | 450                |
| 2690           | 619              | 2754           | 631                |
| 2691           | 493              | 2755           | 459                |
| 2692           | 450              | 2756           | 450                |
| 2693           | 450              | 2757           | 450                |
| 2694           | 450              | 2758           | 448                |
| 2695           | 450              | 2759           | 516                |
| 2696           | 453              | 2760           | 443                |
| 2697           | 645              | 2761           | 457                |
| 2698           | 428              | 2762           | 457                |
| 2699           | 420              | 2763           | 457                |
| 2700           | 401              | 2764           | 457                |
| 2701           | 464              | 2765           | 466                |
| 2702           | 531              | 2766           | 484                |
| 2703           | 452              | 2767           | 457                |
| 2704           | 446              | 2768           | 457                |
| 2705           | 415              | 2769           | 457                |
| 2706           | 538              | 2770           | 457                |
| 2707           | 510              | 2771           | 425                |
| 2708           | 475              | 2772           | 438                |
| 2709           | 549              | 2773           | 631                |
| 2710           | 538              | 2774           | 564                |
| 2711           | 538              | 2775           | 442                |
| 2712           | 568              | 2776           | 450                |
| 2713           | 533              | 2777           | 1,2806<br>hectares |
| 2714           | 607              |                |                    |
| 2715           | 538              | 2778           | 1179               |
| 2716           | 472              | 2779           | 873                |
| 2717           | 486              | 2780           | 807                |
| 2718           | 378              | 2781           | 4,5470<br>hectares |
| 2719           | 533              |                |                    |
| 2720           | 478              | 2782           | 2,1585<br>hectares |
| 2721           | 470              |                |                    |
| 2722           | 427              | 2783           | 4915               |
| LPI: TOJ00184  |                  |                |                    |

GENERAL PLAN  
OF THE TOWNSHIP  
WATERKLOOF EAST EXTENSION 81  
COMPRISING 125 ERFEN NUMBERED 2659 - 2783  
SITUATED ON  
PORTION 300 OF THE FARM  
WATERKLOOF No. 305 - JQ  
VIDE DIAGRAM S.G.No. A252/1957  
DEED No. T15682/1957  
SITUATED IN RUSTENBURG LOCAL MUNICIPALITY  
PROVINCE: NORTH WEST

SURVEYED IN SEPTEMBER 2025 BY ME

K. A. LOMBARD PLS 1185  
PROFESSIONAL LAND SURVEYOR

BEACON DESCRIPTIONS:

A, C, F . . . . 16mm Iron peg  
B . . . . 20mm Iron peg  
A11, C4, 2670d, 2765d . . . . Not beaconed  
All other beacons . . . . 12mm Iron peg

REFERENCE MARKS:

RM1 . . . . 12mm Iron peg in paving  
RM2, RM3 . . . . 16mm Iron peg below ground level

SERVITUDE NOTE:

The whole of Erf 2782 is subject to a Right of Way Servitude.

|                                                                                                  |
|--------------------------------------------------------------------------------------------------|
| S.G.No. 462/2025                                                                                 |
| SHEET 1 OF 2 SHEETS                                                                              |
| Approved:<br> |
| for. Surveyor - General<br>Date: 2025-11-17                                                      |
| BY-LAW, 2018<br>SECTION 17                                                                       |

A

B

C

D

E

F

NOTE:  
Area's are excluding Carport / Garage's

| GROSS BUILDING AREA'S |              |               |  |
|-----------------------|--------------|---------------|--|
| Description           | Measured For | Measured Area |  |
| Covered Porch         | GBA          | 2.80          |  |
| Floor Area            | GBA          | 70.05         |  |
| Optional Patio        | GBA          | 0.00          |  |
|                       |              | 81.85 m²      |  |

| GROSS BUILDING AREA'S |              |               |  |
|-----------------------|--------------|---------------|--|
| Description           | Measured For | Measured Area |  |
| Covered Porch         | GBA          | 2.50          |  |
| Floor Area            | GBA          | 63.71         |  |
| Optional Patio        | GBA          | 0.00          |  |
|                       |              | 75.26 m²      |  |

| GROSS BUILDING AREA'S |              |               |  |
|-----------------------|--------------|---------------|--|
| Description           | Measured For | Measured Area |  |
| Covered Porch         | GBA          | 2.30          |  |
| Floor Area            | GBA          | 89.77         |  |
| Optional Patio        | GBA          | 0.00          |  |
|                       |              | 101.15 m²     |  |

| GROSS BUILDING AREA'S |              |               |  |
|-----------------------|--------------|---------------|--|
| Description           | Measured For | Measured Area |  |
| Covered Porch         | GBA          | 0.70          |  |
| Floor Area            | GBA          | 89.84         |  |
| Optional Patio        | GBA          | 0.00          |  |
|                       |              | 99.63 m²      |  |

| GROSS BUILDING AREA'S |              |               |  |
|-----------------------|--------------|---------------|--|
| Description           | Measured For | Measured Area |  |
| Covered Porch         | GBA          | 4.10          |  |
| Floor Area            | GBA          | 110.11        |  |
| Optional Patio        | GBA          | 17.50         |  |
|                       |              | 131.79 m²     |  |

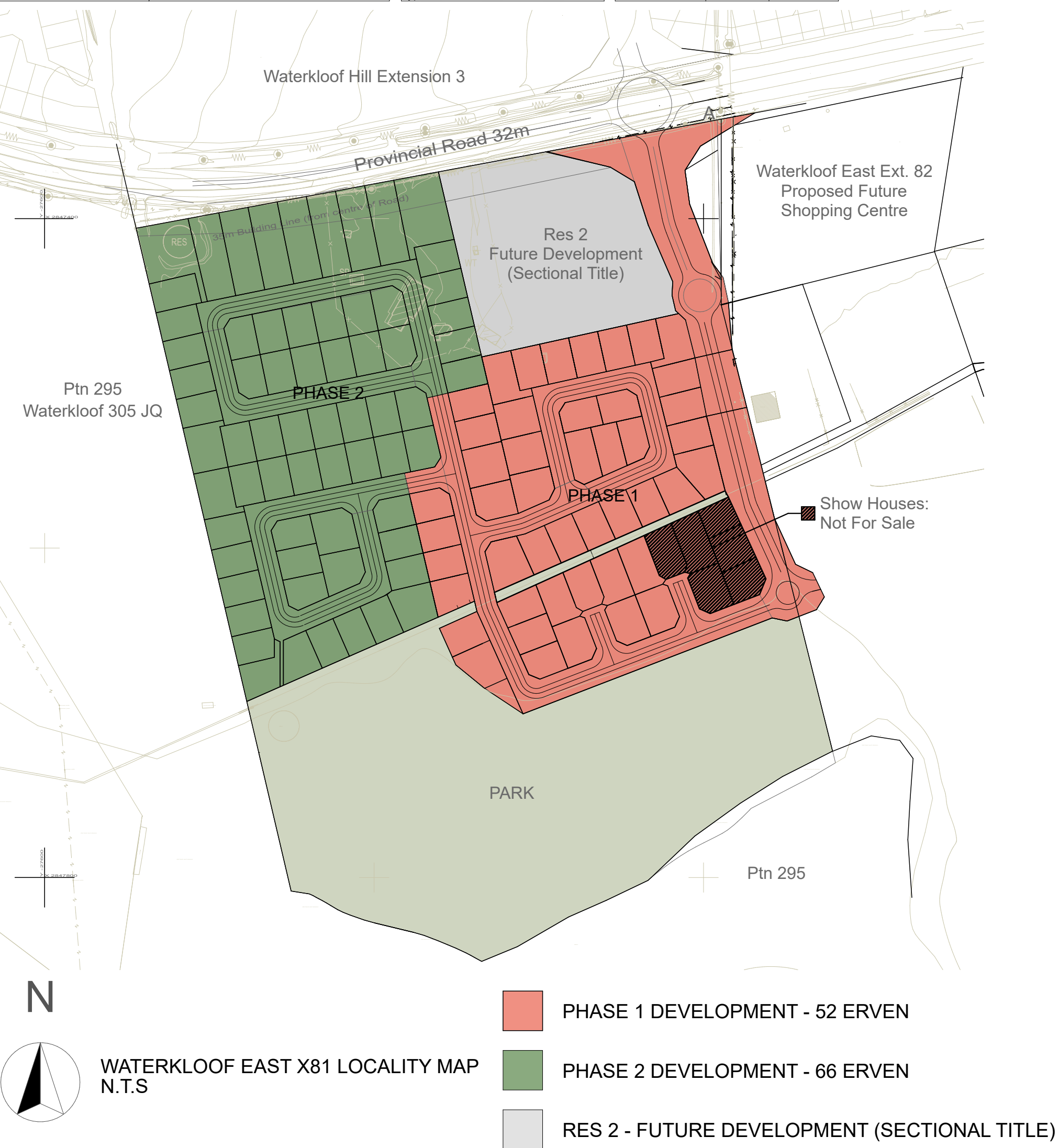
  

| GROSS BUILDING AREA'S |              |               |  |
|-----------------------|--------------|---------------|--|
| Description           | Measured For | Measured Area |  |
| Covered Porch         | GBA          | 1.77          |  |
| Floor Area            | GBA          | 111.09        |  |
| Optional Patio        | GBA          | 14.61         |  |
|                       |              | 128.37 m²     |  |

Unit Types:  
Phase 1 - 52x Erven

Type A : 5x Units  
Type B : 5x Units  
Type C : 13x Units  
Type D : 12x Units  
Type E : 7x Units  
Type F : 10x Units

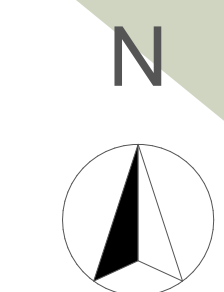
| CARPORT / GARAGE        |              |               |  |
|-------------------------|--------------|---------------|--|
| Description             | Measured For | Measured Area |  |
| Optional Double Carport | GBA          | 30.00         |  |
| Optional Double Garage  | GBA          | 44.90         |  |
| Optional Single Carport | GBA          | 19.50         |  |
| Optional Single Garage  | GBA          | 24.00         |  |



## WATERKLOOF EAST X81 - MARKETING PH1



DOUBLE D&G BUILDING CONTRACTORS (PTY) LTD  
Telephone: +27 (0) 14 537 8932  
Email: info@ddandg.co.za  
Reg. No. 2021/130509/07  
Members: B.E. Gericke, J.M.C. Gericke.  
Registered Member Of: NHBRC



WATERKLOOF EAST X81 PHASE 1  
N.T.S



KLERCK ARCHITECTS (PTY) LTD  
77 Korannaberg Road  
Waterkloof Heights  
Pretoria 1 South Africa 1 0081

Telephone: +27 (0) 12 807 2170  
VAT Reg. No. 411 016 8830  
Company Number: 2015/304170/07  
PROTECTED BY THE COPYRIGHT ACT NO. 98 OF 1978  
KLERCK ARCHITECTS No 199705084823

| SITE LEGEND: |                      |
|--------------|----------------------|
|              | Municipal Sewer Line |
|              | Municipal Water Line |
|              | Electrical Line      |
|              | Stormwater           |
|              | Sewer Manhole        |
|              | Water Valve          |
|              | Fire Hydrant         |
|              | Electrical Kiosk     |
|              | Street Light         |
|              | Building Lines       |

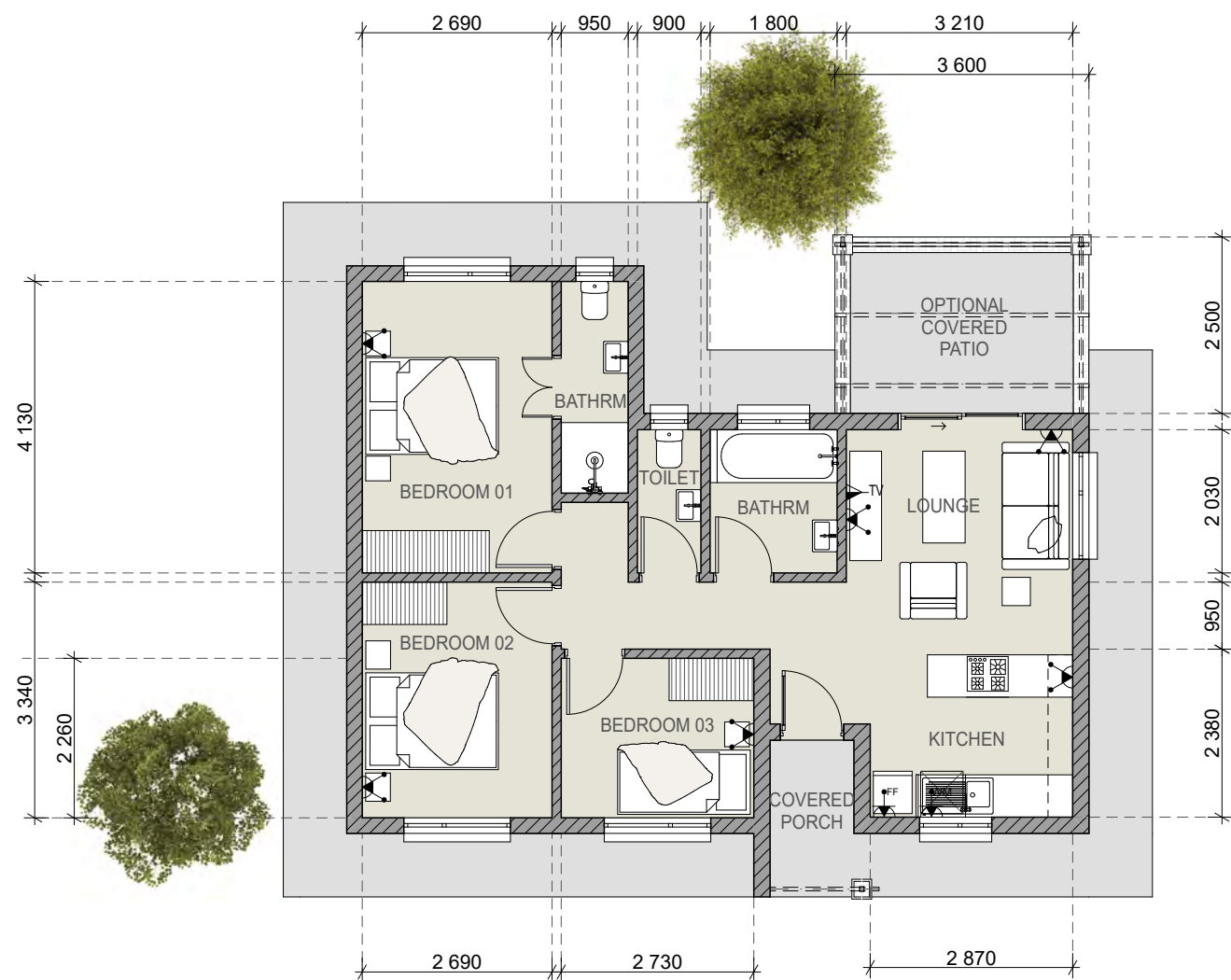


FOR INFORMATION  
Revision D - 2026/07/15





# THE GROVE



GROUND STOREY PLAN  
Scale 1:100



## UNIT TYPE A WATERKLOOF EAST X81



DOUBLE D&G BUILDING CONTRACTORS (PTY)LTD

Telephone: +27 (0) 14 537 8932  
Email: info@ddandg.co.za

Reg. No. 2021/130509/07  
Members: B.E. Gericke. | M.C. Gericke.  
Registered Member Of: NHBRC



KLERCK ARCHITECTS (PTY)LTD  
77 Korannaberg Road  
Waterkloof Heights  
Pretoria | South Africa | 0081

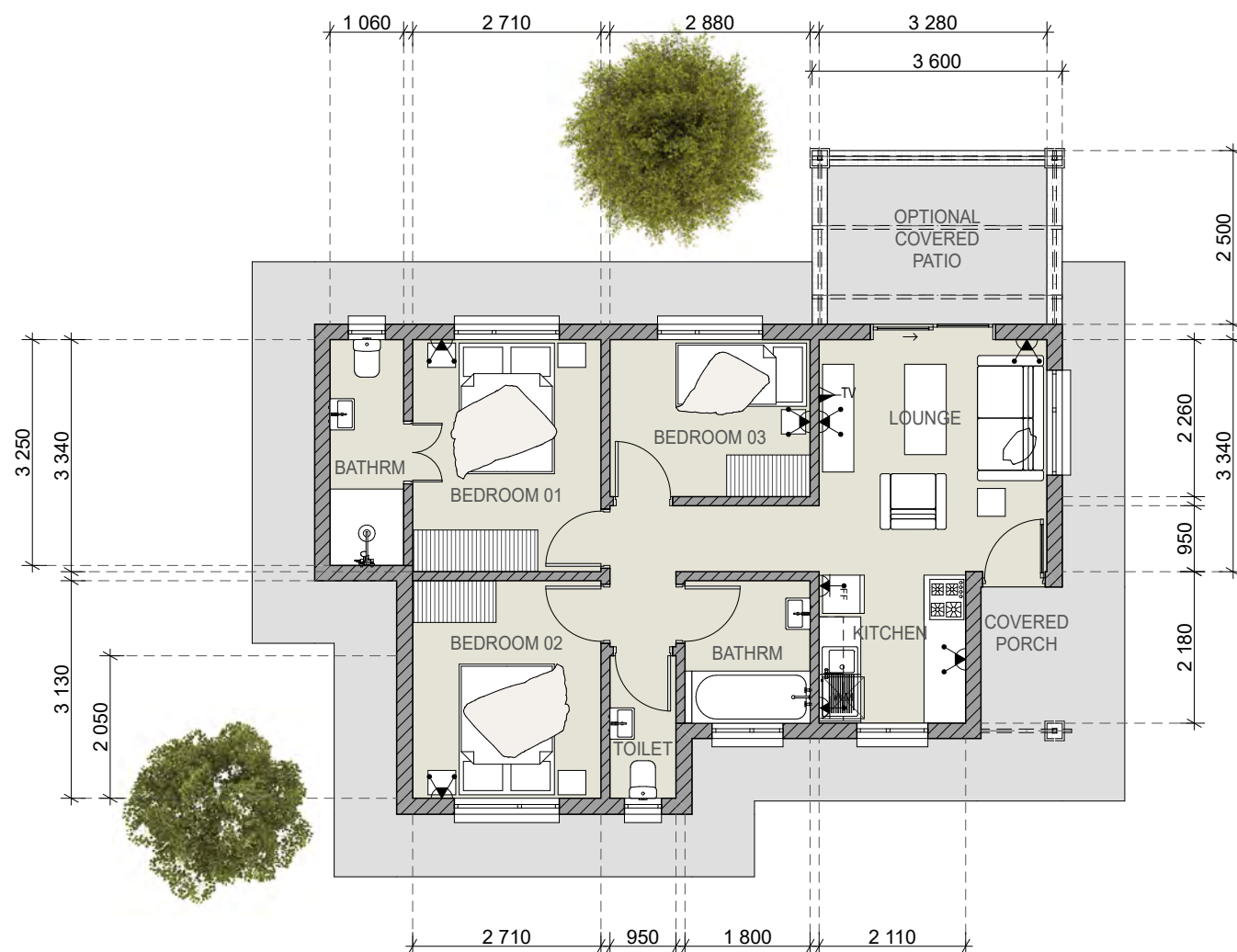
Telephone: +27 (0) 12 807 2170  
VAT Reg No. 411 016 8830  
Company Number: 2015/304170/07

House - 70,03m2  
Covered Porch - 2,64m2  
Optional Covered Patio - 9,00m2

PROTECTED BY THE COPYRIGHT ACT NO. 98 OF 1978  
KLERCK ARCHITECTScc No 1997/050848/23  
ALL 3D RENDERINGS ARE FOR ILLUSTRATED PURPOSES ONLY



# THE GROVE



GROUND STOREY PLAN  
Scale 1:100



## UNIT TYPE B WATERKLOOF EAST X81



DOUBLE D&G BUILDING CONTRACTORS (PTY)LTD

Telephone: +27 (0) 14 537 8932  
Email: info@ddandg.co.za

Reg. No. 2021/130509/07  
Members: B.E. Gericke. | M.C. Gericke.  
Registered Member Of: NHBRC



KLERCK ARCHITECTS (PTY)LTD  
77 Korannaberg Road  
Waterkloof Heights  
Pretoria | South Africa | 0081

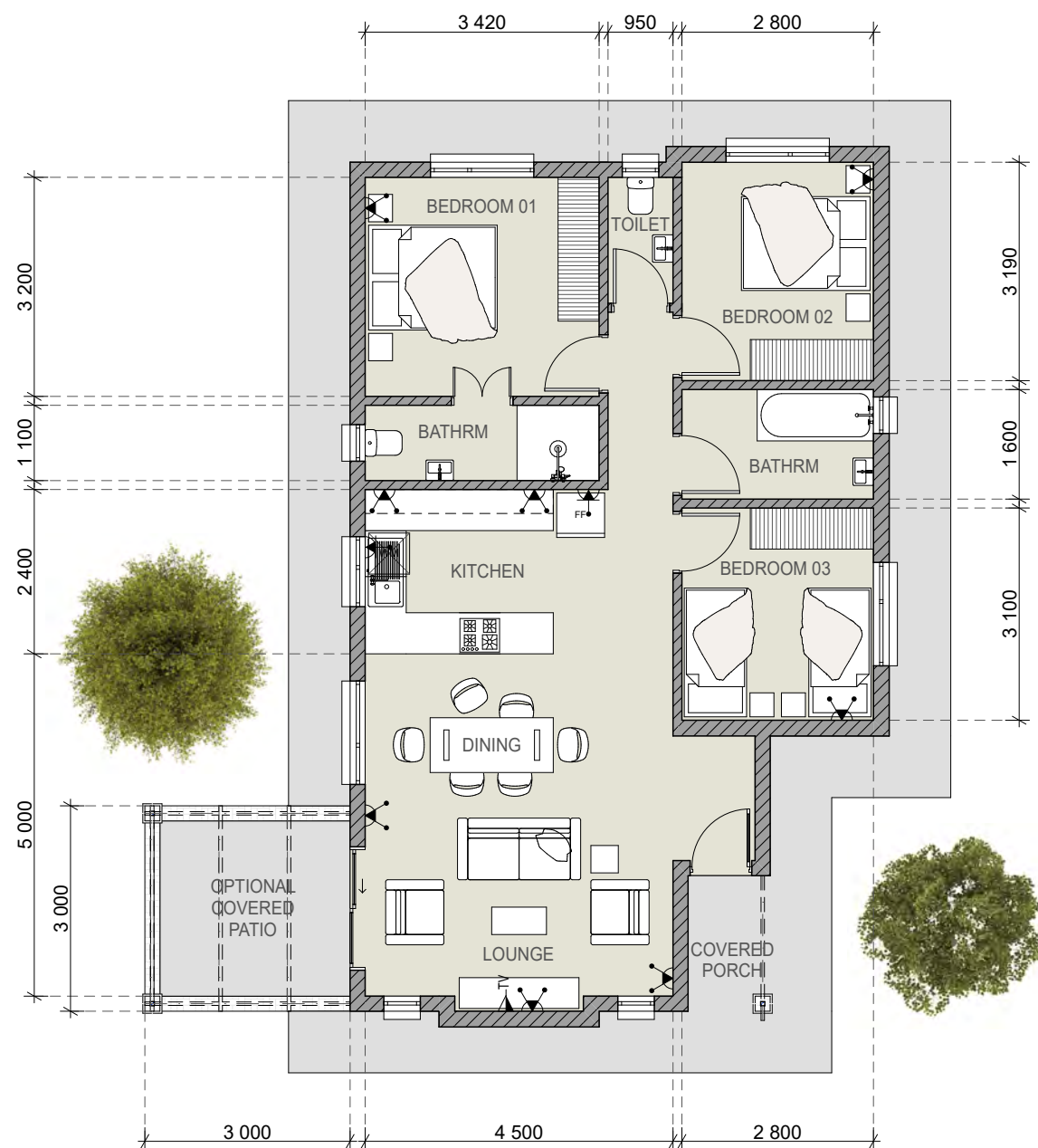
Telephone: +27 (0) 12 807 2170  
VAT Reg No. 411 016 8830  
Company Number: 2015/304170/07

House - 63,53m<sup>2</sup>  
Covered Porch - 2,55m<sup>2</sup>  
Optional Covered Patio - 9,00m<sup>2</sup>

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# THE GROVE



GROUND STOREY PLAN  
Scale 1:100



## UNIT TYPE C WATERKLOOF EAST X81



DOUBLE D&G BUILDING CONTRACTORS (PTY)LTD

Telephone: +27 (0) 14 537 8932  
Email: info@ddandg.co.za

Reg. No. 2021/130509/07  
Members: B.E. Gericke. | M.C. Gericke.  
Registered Member Of: NHBRC



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Waterkloof Heights  
Pretoria | South Africa | 0081

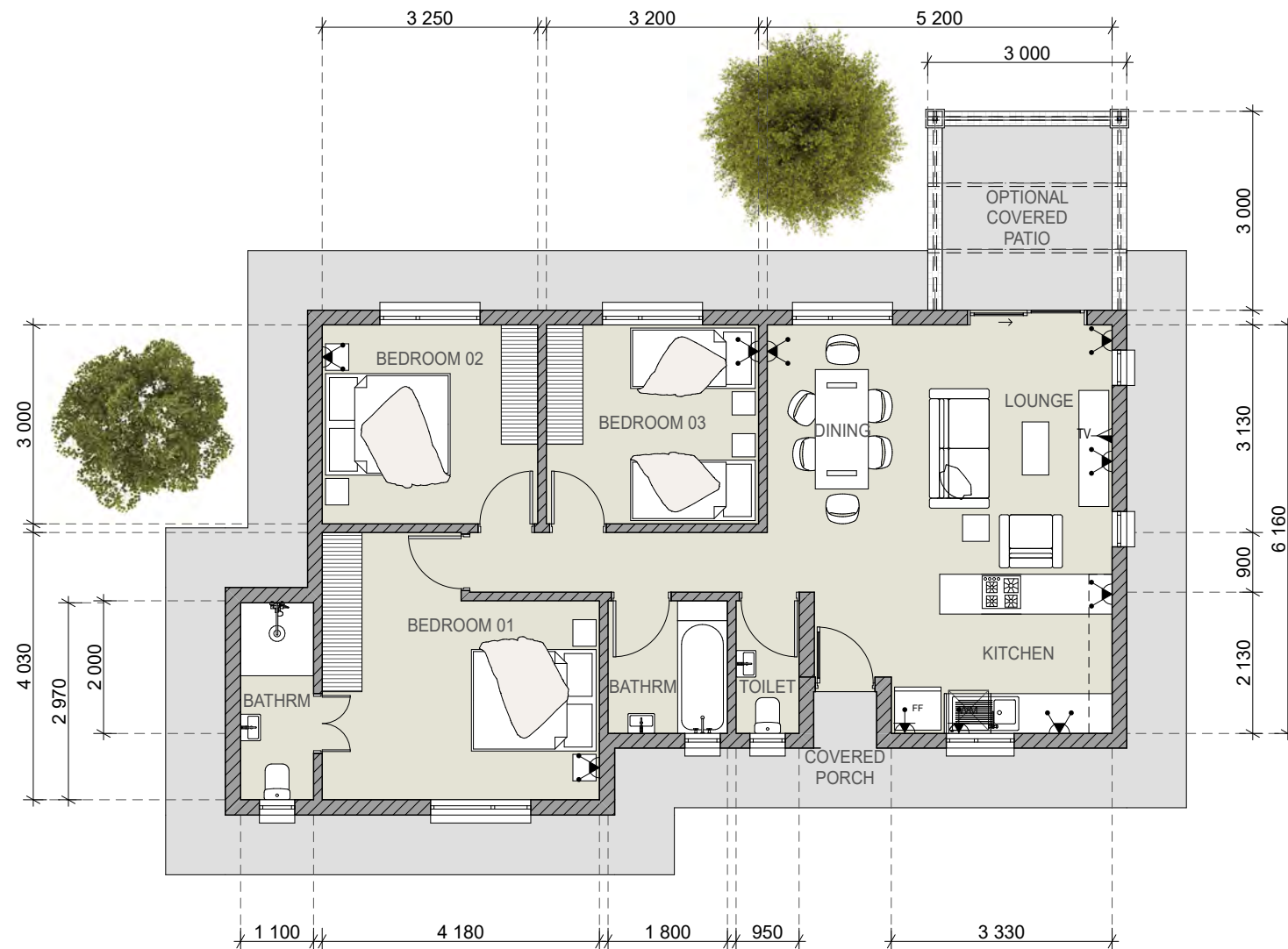
Telephone: +27 (0) 12 807 2170  
VAT Reg No. 411 016 8830  
Company Number: 2015/304170/07

House - 89,63m2  
Covered Porch - 2,38m2  
Optional Covered Patio - 9,00m2

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# THE GROVE



GROUND STOREY PLAN  
Scale 1:100



## UNIT TYPE D WATERKLOOF EAST X81



DOUBLE D&G BUILDING CONTRACTORS (PTY)LTD

Telephone: +27 (0) 14 537 8932  
Email: info@ddandg.co.za

Reg. No. 2021/130509/07  
Members: B.E. Gericke. | M.C. Gericke.  
Registered Member Of: NHBRC



KLERCK ARCHITECTS (PTY)LTD  
77 Korannaberg Road  
Waterkloof Heights  
Pretoria | South Africa | 0081

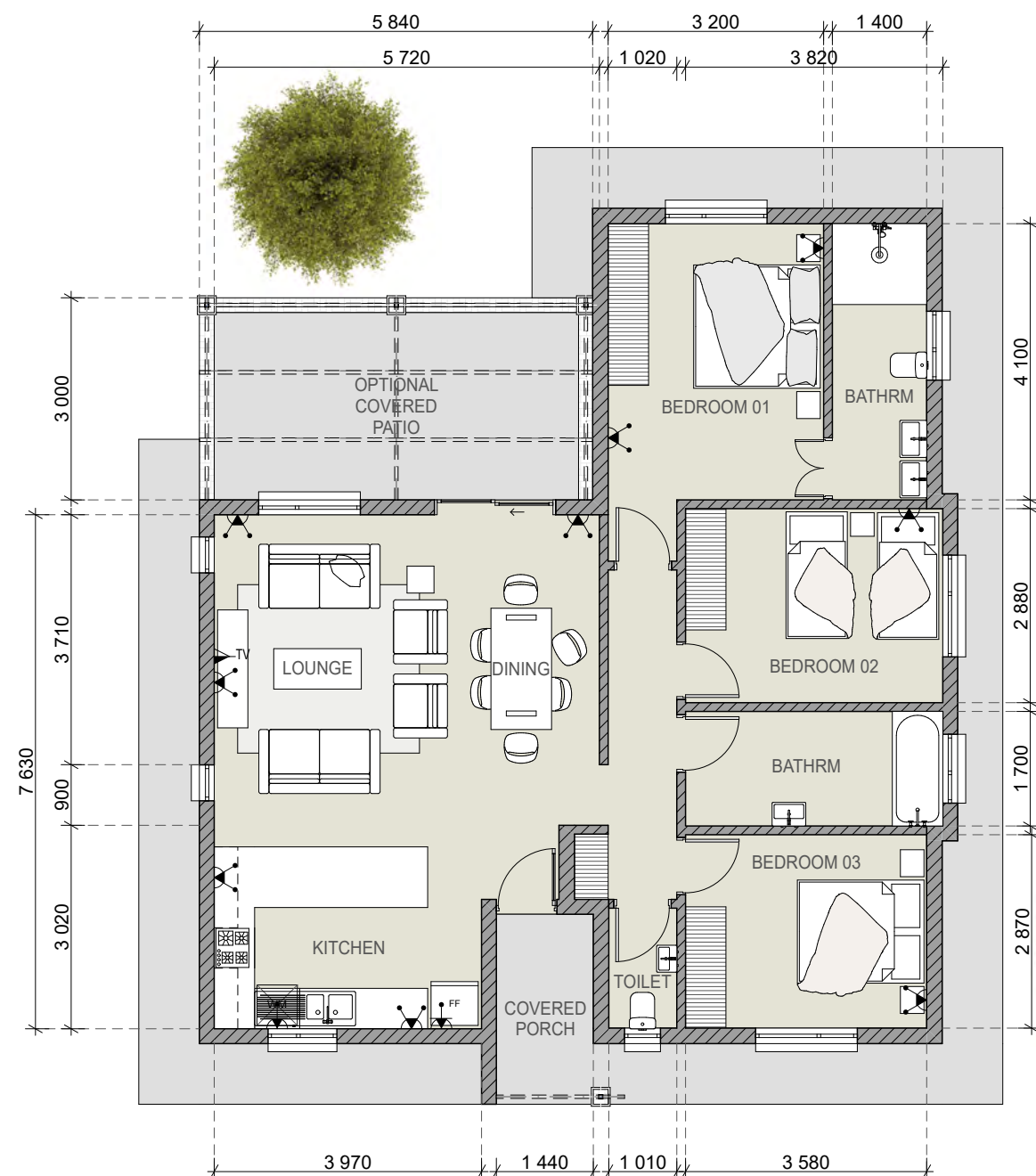
Telephone: +27 (0) 12 807 2170  
VAT Reg No. 411 016 8830  
Company Number: 2015/304170/07

House - 89,63m2  
Covered Porch - 0,81m2  
Optional Covered Patio - 9,00m2

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# THE GROVE



GROUND STOREY PLAN  
Scale 1:100



## UNIT TYPE E WATERKLOOF EAST X81



DOUBLE D&G BUILDING CONTRACTORS (PTY)LTD

Telephone: +27 (0) 14 537 8932  
Email: info@ddandg.co.za

Reg. No. 2021/130509/07  
Members: B.E. Gericke. | M.C. Gericke.  
Registered Member Of: NHBRC



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77 Korannaberg Road  
Waterkloof Heights  
Pretoria | South Africa | 0081

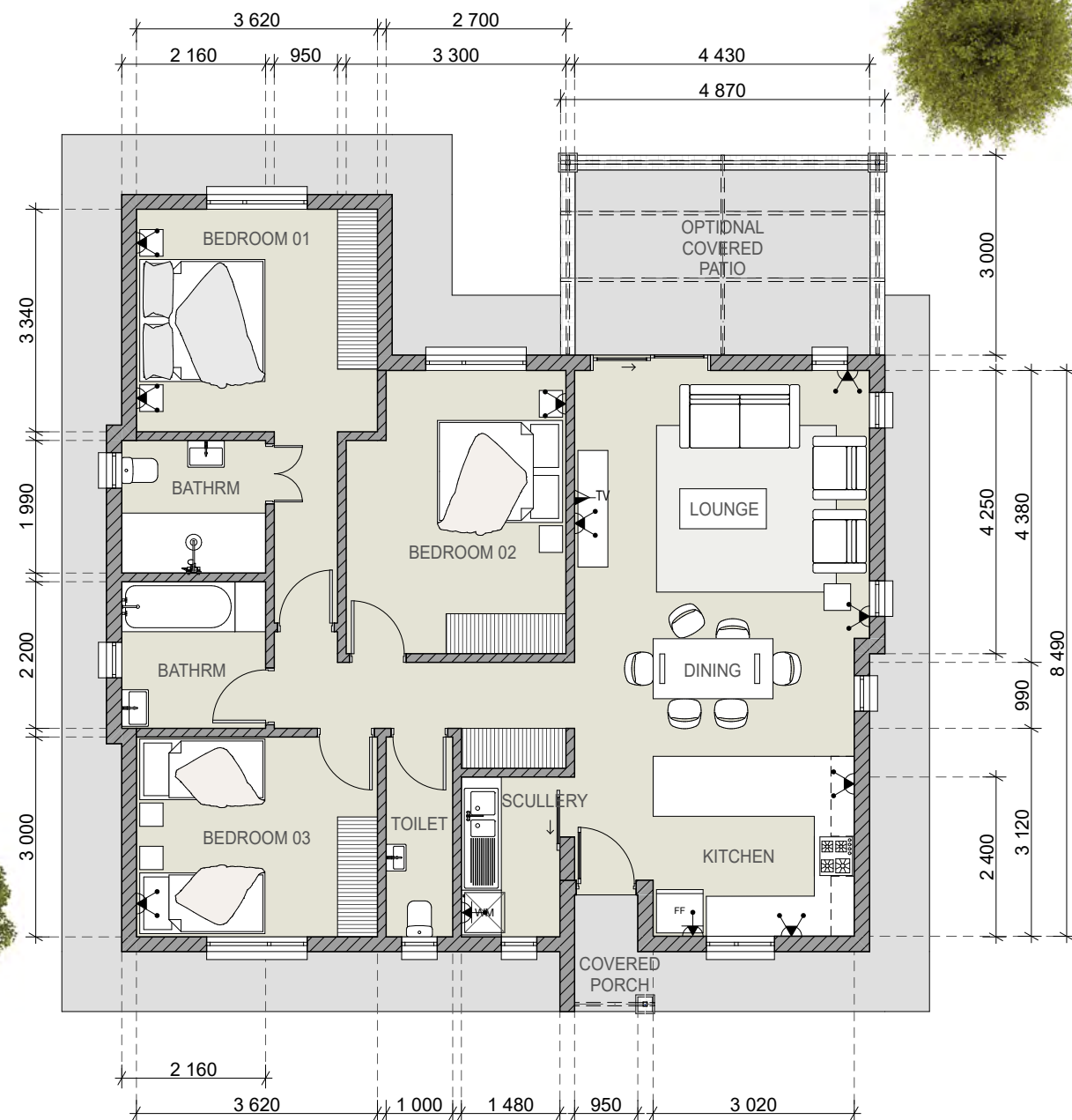
Telephone: +27 (0) 12 807 2170  
VAT Reg No. 411 016 8830  
Company Number: 2015/304170/07

House - 110,10m2  
Covered Porch - 4,06m2  
Optional Covered Patio - 17,52m2

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# THE GROVE



GROUND STOREY PLAN  
Scale 1:100



©

## UNIT TYPE F WATERKLOOF EAST X81



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Email: info@ddandg.co.za

Reg. No. 2021/130509/07  
Members: B.E. Gericke. | M.C. Gericke.  
Registered Member Of: NHBRC



KLERCK ARCHITECTS (PTY)LTD  
77 Korannaberg Road  
Waterkloof Heights  
Pretoria | South Africa | 0081

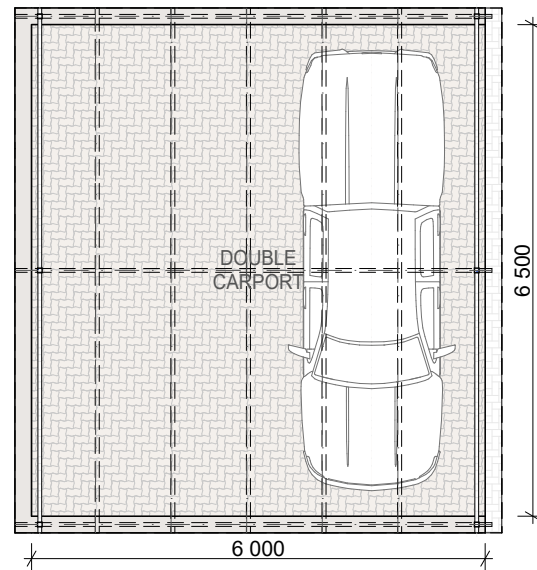
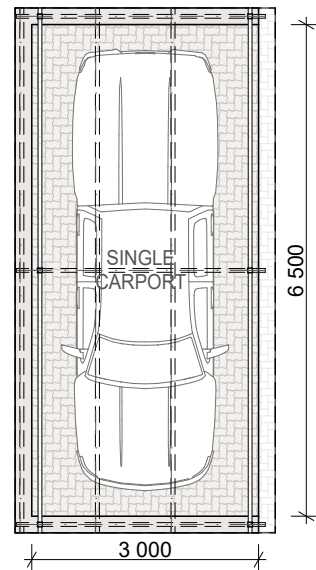
Telephone: +27 (0) 12 807 2170  
VAT Reg No. 411 016 8830  
Company Number: 2015/304170/07

House - 111,62m<sup>2</sup>  
Covered Porch - 1,66m<sup>2</sup>  
Optional Covered Patio - 14,61m<sup>2</sup>

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KLERCK ARCHITECTScc No 1997/050848/23  
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THE GROVE



GROUND STOREY PLAN  
Scale 1:100



## OPTIONAL SINGLE / DOUBLE CARPORT - FREE STANDING WATERKLOOF EAST X81



DOUBLE D&G BUILDING CONTRACTORS (PTY)LTD

Telephone: +27 (0) 14 537 8932  
Email: info@ddandg.co.za

Reg. No. 2021/130509/07  
Members: B.E. Gericke. | M.C. Gericke.  
Registered Member Of: NHBRC



KLERCK ARCHITECTS (PTY)LTD  
77 Korannaberg Road  
Waterkloof Heights  
Pretoria | South Africa | 0081

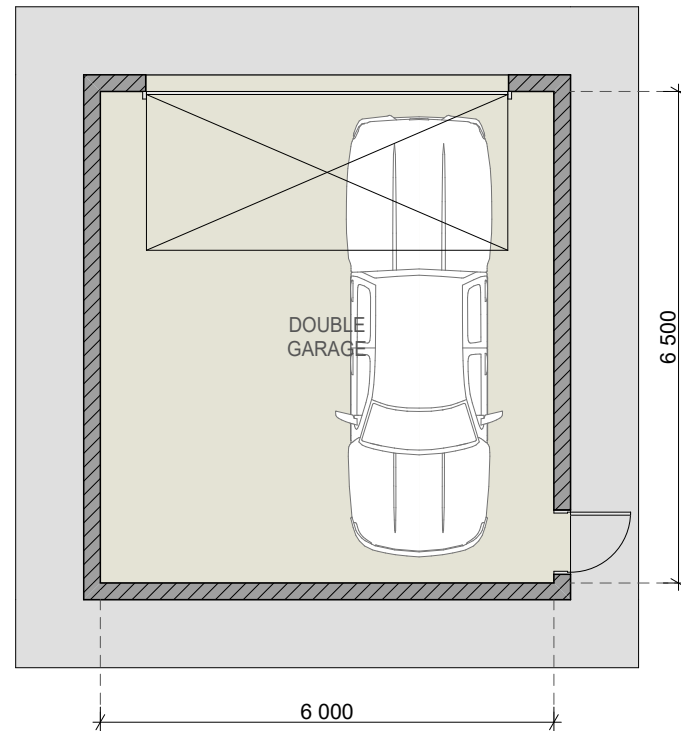
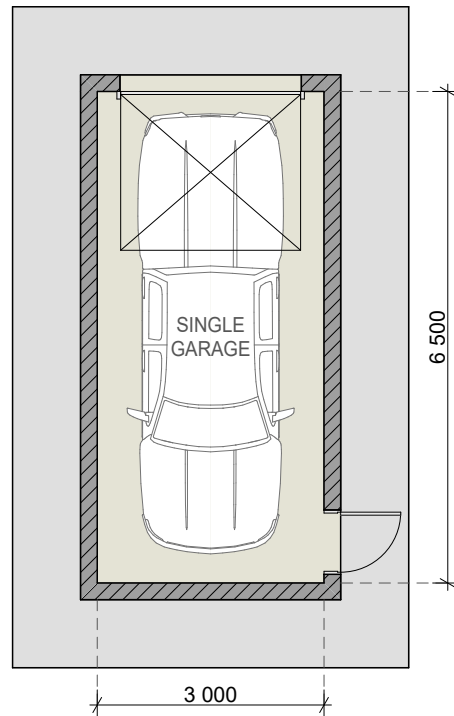
Telephone: +27 (0) 12 807 2170  
VAT Reg No. 411 016 8830  
Company Number: 2015/304170/07

Optional Single Carport - 22,35m<sup>2</sup>  
Optional Double Carport - 43,17m<sup>2</sup>

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THE GROVE



GROUND STOREY PLAN  
Scale 1:100



(K)

## OPTIONAL SINGLE / DOUBLE GARAGE - FREE STANDING WATERKLOOF EAST X81



DOUBLE D&G BUILDING CONTRACTORS (PTY)LTD

Telephone: +27 (0) 14 537 8932  
Email: info@ddandg.co.za

Reg. No. 2021/130509/07  
Members: B.E. Gericke. | M.C. Gericke.  
Registered Member Of: NHBRC



KLERCK ARCHITECTS (PTY)LTD  
77 Korannaberg Road  
Waterkloof Heights  
Pretoria | South Africa | 0081

Telephone: +27 (0) 12 807 2170  
VAT Reg No. 411 016 8830  
Company Number: 2015/304170/07

Optional Single Garage - 24,08m<sup>2</sup>  
Optional Double Garage - 44,96m<sup>2</sup>

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HOUSE PRICE LIST THE GROVE - ALL AMOUNTS ARE VAT INCLUSIVE (15%)

03.07.2026

| SPEC/AS BUILT HOUSES WITH FIXED OPTIONAL EXTRAS |      |                                                |                                                  |              |  |               |               |                |                |                                              | OPTIONAL EXTRAS                                                           |
|-------------------------------------------------|------|------------------------------------------------|--------------------------------------------------|--------------|--|---------------|---------------|----------------|----------------|----------------------------------------------|---------------------------------------------------------------------------|
| STAND NUMBER                                    | TYPE | DESCRIPTION                                    | HOUSE PRICE INCLUDING STAND AND AGENT COMMISSION |              |  | SINGLE GARAGE | DOUBLE GARAGE | SINGLE CARPORT | DOUBLE CARPORT | TOTAL SPEC HOUSE PRICE INCLUDING SET EXTRA'S | OPTIONAL EXTRA AVAILABLE TO ADD: PATIO , PVC GUTTER AND PAVING (PER TYPE) |
| 2703                                            | C    | SPEC HOUSE/AS BUILT with fixed optional extras | R                                                | 1,350,000.00 |  | R 155,250.00  | not available | not available  | not available  | R 1,505,250.00                               | R 28,750.00                                                               |
| 2704                                            | A    | SPEC HOUSE/AS BUILT with fixed optional extras | R                                                | 1,295,000.00 |  | not available | not available | R 28,750.00    | not available  | R 1,323,750.00                               | R 28,750.00                                                               |
| 2705                                            | B    | SPEC HOUSE/AS BUILT with fixed optional extras | R                                                | 1,250,000.00 |  | not available | not available | not available  | R 57,500.00    | R 1,307,500.00                               | R 28,750.00                                                               |
| 2706                                            | E    | SPEC HOUSE/AS BUILT with fixed optional extras | R                                                | 1,490,000.00 |  | not available | R 247,250.00  | not available  | not available  | R 1,737,250.00                               | R 40,250.00                                                               |
| 2707                                            | F    | SPEC HOUSE/AS BUILT with fixed optional extras | R                                                | 1,490,000.00 |  | not available | R 247,250.00  | not available  | not available  | R 1,737,250.00                               | R 40,250.00                                                               |
| 2708                                            | D    | SPEC HOUSE/AS BUILT with fixed optional extras | R                                                | 1,350,000.00 |  | R 155,250.00  | not available | not available  | not available  | R 1,505,250.00                               | R 28,750.00                                                               |
| 2709                                            | E    | SPEC HOUSE/AS BUILT with fixed optional extras | R                                                | 1,490,000.00 |  | R 155,250.00  | not available | R 28,750.00    | not available  | R 1,674,000.00                               | R 40,250.00                                                               |
| 2710                                            | F    | SPEC HOUSE/AS BUILT with fixed optional extras | R                                                | 1,490,000.00 |  | R 155,250.00  | not available | R 28,750.00    | not available  | R 1,674,000.00                               | R 40,250.00                                                               |
| 2711                                            | E    | SPEC HOUSE/AS BUILT with fixed optional extras | R                                                | 1,490,000.00 |  | not available | R 247,250.00  | not available  | not available  | R 1,737,250.00                               | R 40,250.00                                                               |
| 2712                                            | F    | SPEC HOUSE/AS BUILT with fixed optional extras | R                                                | 1,490,000.00 |  | not available | R 247,250.00  | not available  | not available  | R 1,737,250.00                               | R 40,250.00                                                               |
| 2719                                            | F    | SPEC HOUSE/AS BUILT with fixed optional extras | R                                                | 1,490,000.00 |  | not available | R 247,250.00  | not available  | not available  | R 1,737,250.00                               | R 40,250.00                                                               |
| 2720                                            | C    | SPEC HOUSE/AS BUILT with fixed optional extras | R                                                | 1,350,000.00 |  | not available | R 247,250.00  | not available  | not available  | R 1,597,250.00                               | R 28,750.00                                                               |
| 2721                                            | D    | SPEC HOUSE/AS BUILT with fixed optional extras | R                                                | 1,350,000.00 |  | R 155,250.00  | not available | R 28,750.00    | not available  | R 1,534,000.00                               | R 28,750.00                                                               |
| 2722                                            | C    | SPEC HOUSE/AS BUILT with fixed optional extras | R                                                | 1,350,000.00 |  | R 155,250.00  | not available | R 28,750.00    | not available  | R 1,534,000.00                               | R 28,750.00                                                               |
| 2723                                            | D    | SPEC HOUSE/AS BUILT with fixed optional extras | R                                                | 1,350,000.00 |  | R 155,250.00  | not available | R 28,750.00    | not available  | R 1,534,000.00                               | R 28,750.00                                                               |
| 2724                                            | B    | SPEC HOUSE/AS BUILT with fixed optional extras | R                                                | 1,250,000.00 |  | not available | not available | R 28,750.00    | not available  | R 1,278,750.00                               | R 28,750.00                                                               |

| HOUSES AVAILABLE WITH OPTIONAL EXTRAS |      |                                                               |                                                  |              |  | OPTIONAL EXTRAS |               |                |                |                                          |
|---------------------------------------|------|---------------------------------------------------------------|--------------------------------------------------|--------------|--|-----------------|---------------|----------------|----------------|------------------------------------------|
| STAND NUMBER                          | TYPE | DESCRIPTION                                                   | HOUSE PRICE INCLUDING STAND AND AGENT COMMISSION |              |  | SINGLE GARAGE   | DOUBLE GARAGE | SINGLE CARPORT | DOUBLE CARPORT | PATIO , PVC GUTTER AND PAVING (PER TYPE) |
| 2673                                  | C    | HOUSE available with all optional extras as per client choice | R                                                | 1,350,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 28,750.00                              |
| 2674                                  | D    | HOUSE available with all optional extras as per client choice | R                                                | 1,350,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 28,750.00                              |
| 2675                                  | F    | HOUSE available with all optional extras as per client choice | R                                                | 1,490,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 40,250.00                              |
| 2676                                  | E    | HOUSE available with all optional extras as per client choice | R                                                | 1,490,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 40,250.00                              |
| 2677                                  | F    | HOUSE available with all optional extras as per client choice | R                                                | 1,490,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 40,250.00                              |
| 2678                                  | D    | HOUSE available with all optional extras as per client choice | R                                                | 1,350,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 28,750.00                              |
| 2679                                  | C    | HOUSE available with all optional extras as per client choice | R                                                | 1,350,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 28,750.00                              |
| 2680                                  | F    | HOUSE available with all optional extras as per client choice | R                                                | 1,490,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 40,250.00                              |
| 2681                                  | C    | HOUSE available with all optional extras as per client choice | R                                                | 1,350,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 28,750.00                              |
| 2682                                  | D    | HOUSE available with all optional extras as per client choice | R                                                | 1,350,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 28,750.00                              |
| 2683                                  | C    | HOUSE available with all optional extras as per client choice | R                                                | 1,350,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 28,750.00                              |
| 2684                                  | D    | HOUSE available with all optional extras as per client choice | R                                                | 1,350,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 28,750.00                              |
| 2685                                  | C    | HOUSE available with all optional extras as per client choice | R                                                | 1,350,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 28,750.00                              |
| 2686                                  | E    | HOUSE available with all optional extras as per client choice | R                                                | 1,490,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 40,250.00                              |
| 2687                                  | D    | HOUSE available with all optional extras as per client choice | R                                                | 1,350,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 28,750.00                              |
| 2688                                  | A    | HOUSE available with all optional extras as per client choice | R                                                | 1,295,000.00 |  | R 155,250.00    | not available | R 28,750.00    | not available  | R 28,750.00                              |
| 2689                                  | B    | HOUSE available with all optional extras as per client choice | R                                                | 1,250,000.00 |  | R 155,250.00    | not available | R 28,750.00    | not available  | R 28,750.00                              |
| 2690                                  | F    | HOUSE available with all optional extras as per client choice | R                                                | 1,490,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 40,250.00                              |
| 2691                                  | C    | HOUSE available with all optional extras as per client choice | R                                                | 1,350,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 28,750.00                              |
| 2692                                  | D    | HOUSE available with all optional extras as per client choice | R                                                | 1,350,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 28,750.00                              |
| 2693                                  | C    | HOUSE available with all optional extras as per client choice | R                                                | 1,350,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 28,750.00                              |
| 2694                                  | D    | HOUSE available with all optional extras as per client choice | R                                                | 1,350,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 28,750.00                              |
| 2695                                  | C    | HOUSE available with all optional extras as per client choice | R                                                | 1,350,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 28,750.00                              |
| 2696                                  | D    | HOUSE available with all optional extras as per client choice | R                                                | 1,350,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 28,750.00                              |
| 2697                                  | F    | HOUSE available with all optional extras as per client choice | R                                                | 1,490,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 40,250.00                              |
| 2698                                  | A    | HOUSE available with all optional extras as per client choice | R                                                | 1,295,000.00 |  | R 155,250.00    | not available | R 28,750.00    | not available  | R 28,750.00                              |
| 2699                                  | B    | HOUSE available with all optional extras as per client choice | R                                                | 1,250,000.00 |  | R 155,250.00    | not available | R 28,750.00    | not available  | R 28,750.00                              |
| 2700                                  | A    | HOUSE available with all optional extras as per client choice | R                                                | 1,295,000.00 |  | R 155,250.00    | not available | R 28,750.00    | not available  | R 28,750.00                              |
| 2701                                  | C    | HOUSE available with all optional extras as per client choice | R                                                | 1,350,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 28,750.00                              |
| 2702                                  | E    | HOUSE available with all optional extras as per client choice | R                                                | 1,490,000.00 |  | R 155,250.00    | R 247,250.00  | R 28,750.00    | R 57,500.00    | R 40,250.00                              |

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*Conduct Rules*

*of*

*The Grove*

*Estate*

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## 1. Preamble to the Residents of The Grove Estate

One of the main objectives behind the development of The Grove Estate has been the provision of a high quality of lifestyle for Estate residents. The intention of the developer and the directors of The Grove Home Owners Association (HOA) in implementing these estate rules are the protection of this envisaged lifestyle and the promotion of harmonious cohabitation amongst all residents. The rules have been established in terms of the Memorandum of Incorporation (MOI) of the Home Owners Association and are binding upon all members/owners/residents/tenants of the estate and all guests/visitors or employees of residents to the estate as is any decision taken by the directors in interpreting these rules.

These rules are legally binding on all members/owners/residents/tenants/guests or visitors and in fact everybody within the boundaries of the estate. Each member is responsible for ensuring that all persons residing on his/her stand and his/her guests, employees, contractors and agents comply with the Estate Rules and shall personally be responsible for the actions or omissions of such persons.

Members/owners/residents/tenants must acquaint themselves with the Estate Rules. Ignorance of such shall not constitute a reason or excuse for non-compliance.

## 2. Definitions

### 2.1 General

Words signifying the singular shall include the plural and vice versa and words importing one gender shall include the other.

The clause headings have been inserted for reference purposes only and shall not be taken into account in any interpretation.

### 2.2 **Estate** refers to **The Grove Estate**.

### 2.3 **Estate Manager** refers to NL Claassen from Professional Body Corporate Management.

### 2.4 **Common property** refers to any portion of the Estate not registered to a member or the developer such as the park areas, pathways, roads, sidewalks etc.

### 2.5 **HOA** refers to **The Grove Estate Home Owners Association**.

### 2.6 **Member** refers to any registered owner/s of property in the Estate.

### 2.7 **Parties** refer to a party, family gathering or function, get together with friends or guests, funeral gathering, birthday gathering etc.

### 2.8 **Residents** shall include owners, members and tenants.

### 2.9 **Stand** refers to any registered or unregistered property within the Estate

### 2.10 **Directors** refer to the Directors of The Grove Estate elected and appointed in terms of the Memorandum of Incorporation (MOI) of the Estate.

- 2.11 **Visitor** refers to the visitor/guest of a resident, employee of a resident, contractor engaged by a resident or any other person entering the Estate in order to visit any specific stand within the Estate.

### 3. Administration

- 3.1 All levies, contributions and charges towards the administration of the Estate are due and payable in full by the **seventh (7th) day of each month**, and shall be payable directly into the bank account of the Estate. Each owner will be issued with a reference number by the Estate Manager to be used when payments are made. Banking details can be obtained from the Estate Manager and will appear on monthly levy statements issued by the Estate Manager. Failure to supply the correct reference number when making a payment may result in the payment to be allocated incorrectly and will the owner be liable for any subsequent administrative or legal costs on arrear levies occasioned thereby.
- 3.2 It is required that the monthly levies be paid by means of a debit order. A form will be provided on registration of the property.
- 3.3 Owners of the properties or units, who are not up-to-date with payments of their levies and other administration charges *may* have their/their tenants' *rights to non-essential* services suspended.

For ease of reference, arrear notice process is applied as follows:

- 30 days in arrears - 1st Notice
- 60 days in arrears - LOD / 2nd Notice
- 90 days in arrears - Handover to attorneys

- 3.4 A penalty of R 150.00 (One Hundred and Fifty Rand) will be raised if payment is received after the due date, and the amount in arrears will accrue interest at a rate of 24% per annum, capitalized and calculated monthly.
- 3.5 Legal proceedings may be instituted against owners with arrear levies. The HOA shall be entitled to recover all legal costs incurred on such a cost scale as provided for in the MOI.
- 3.6 No Estate Agent signs are allowed inside the Estate or outside the Estate's gate. *(Except during the development period on the instructions of the developer)*
- 3.7 The appointment of directors shall be in terms of the MOI on an annual basis. Only owners of units may be appointed as directors.
- 3.8 The directors are given the discretion to formulate any other appropriate rules, depending on the needs / circumstances.
- 3.9 Levies are in terms of the MOI payable by all owners from date of registration of transfer of a property in the Estate into their name/s or by prospective owners or purchasers of property in the Estate from date of occupation of such property within the Estate, whichever occurs first.
- 3.10 The directors have the right to impose fines on transgressors where any provision of these Rules is broken or infringed upon. Such fines will be levied as charges on the owner's levy statement and shall become due and payable on the due date of payment of

the levy. (Fines shall be administered and applied by the HOA in accordance with the MOI.

- 3.11 Residents **of sectional title units** shall permit access to their units at reasonable times so that the directors, their appointed agents or the Estate Manager may rectify defects or undertake repairs or maintenance.

#### 4. Governance and Compliance

- 4.1 Members and Residents must comply with: these Rules; law (including municipal by-laws, zoning and land-use scheme, NBR/NHBA where applicable, OHS Act on sites); the MOI; any architectural guidelines; and any lawful Board directive.
- 4.2 The Board may issue, amend and withdraw Protocols and administrative directives consistent with these Rules and the MOI. Any amendment of these Rules shall be effected in accordance with the MOI.
- 4.3 Transparency: On reasonable written notice, Members may inspect the MOI, Rules, approved budgets, AFS, minutes of general meetings, registers required by law, and KPIs in the managing agent SLA; copies are available at a reasonable charge.
- 4.4 POPIA & CCTV: Access logs, LPR, CCTV and biometric/credential data are processed only for security and rule enforcement, retained for defined periods, and protected with appropriate safeguards.
- 4.5 Private CCTV at Dwellings: Residents may install private CCTV cameras for household security, subject to the following: cameras must not face directly into neighbours' homes, gardens or private areas; cameras may monitor only the resident's erf and access points; any system integrated with the HOA's monitoring must comply with HOA technical and privacy standards; the HOA accepts no liability for private systems.
- 4.6 The flying of drones within/over the estate
- o No drones may be operated outside the area of a Resident's Erf.
  - o Drones cannot fly higher than 20 meters and must remain in the vision of the operator;
  - o Unless required approval has been obtained, no drone may fly closer than 50 meters from people, vehicles, and animals;
  - o Drones equipped with cameras are prohibited from flying over private properties.
  - o No drones may fly early in the morning or late at night.
- 4.7 Delegation to Managing Agent: The Board may delegate the issuing of notices of breach and imposition of fines to the appointed Managing Agent, who acts as administrator and enforcement officer under Board authority. Appeals remain to the HOA.

#### 5. Security and Access Control

- 5.1 Access to and egress from the estate shall be under the control of security staff acting under instruction of the directors. Registered residents and authorised vehicles will be allowed unrestricted rights of access and egress, subject to the discretion of the security staff and the policies and security protocol instituted by the directors of the Estate. Other

requests for entry to or departure from the Estate will be checked with the owner or resident of the relevant property or unit, or other authorised person, and access or egress may be denied at the discretion of the security staff. Accordingly, residents and owners should notify the directors, estate manager or security staff in advance of any needs in this respect (for example, the removal of household effects), so as to avoid any access or egress problems.

- 5.2 Owners/Residents will be, subject to the discretion of the directors, entitled to unrestricted access or ingress into or from the Estate via the Facial Recognition Scanning system. All residents will be required to register through the office of the Estate Manager.
- 5.3 No resident may bypass the access control system – doing so may result in a resident forfeiting access rights or only being allowed limited rights of access and egress.
- 5.4 All visitors must be in possession of a valid driver's licence which will be scanned by the security personnel at the entrance gate before being allowed to progress with the access procedure, no or invalid licence, no entry. The same rule applies to the licence disk of the vehicle. The roads within the Estate are private roads under the control of the HOA and therefore all legislation applicable must be complied with. Access for visitors to the Estate must be granted by the resident through the Accentronix System whereby the visitor must enter a valid entry code. No visitor will be able to enter the Estate, without a valid entry code provided to him/her by the relevant resident. The same procedure applies to the visitor when exiting the estate.
- 5.5 Domestic workers and pedestrians will be granted access and egress through a Facial Recognition Scanning system. Only registered domestic workers will be able to gain access to the Estate *via the pedestrian turnstile gate*. Residents are to notify the security office when the services of a domestic worker is terminated.
- 5.6 All contractors will be required to be registered on the facial recognition scanning system. Access for contractors (driver and vehicle) will be granted through the contractor's gate. All contractor passengers must disembark when the vehicle stops in front of the contractor's gate. All contractor passengers enter through the contractor's turnstile. No unregistered contractor/worker will be granted access into the estate. No contractor, private or otherwise may enter or exit through the main gate.

Contractor activity is limited to the following hours:

|                            |                   |                                                                                                       |
|----------------------------|-------------------|-------------------------------------------------------------------------------------------------------|
| Weekdays & Weekends        | Monday – Friday   | 06:30 – 17:00                                                                                         |
|                            | Saturday          | 07:00 – 15:00                                                                                         |
|                            | Sunday            | No activities                                                                                         |
| Holidays & Public Holidays | Public Holidays   | No work unless arranged with, and approved by the HOA.                                                |
|                            | December Holidays | No activities are allowed between the 15 <sup>th</sup> of December and the 10th of January each year. |

Contractor workers will not be allowed to roam the streets of the Estate.

- 5.7 Private contractors contracted by residents and vehicles delivering building materials to residents will only be allowed access if a permit has been issued by the office of the Estate Manager. Residents wishing to grant access to such contractors must apply for a permit and provide a clear copy of the ID document or passport of contractors requiring access, clear photos (head-and-shoulder), registration number of vehicle/s and the dates on which access should be given. Residents should apply for a permit timeously to prevent inconvenience or delays. In the case of emergencies such as burst piping or electrical problems, the Estate Managers may authorise temporary access telephonically.
- 5.8 The security staff may request to search any person or vehicle entering or exiting the property, and may refuse entrance or exit, at their own discretion, if permission for the search is denied. The police will be called in the event of any difficulties in this respect.
- 5.9 No person is allowed to tamper with the entrance gate, the sensors, security cameras or security system, a penalty of R 1000,00 per incident will be levied against the owner of any unit or his/her residents who make themselves guilty of such misconduct.
- 5.10 *All pedestrians entering or exiting the Estate (being a resident, his child or visitor) will do so through the pedestrian turnstile - no pedestrian may enter or exit through the main entrance.*
- 5.11 Domestic Workers, Employees & Service Staff: All domestic workers, gardeners and employees engaged by Residents must be registered on the Estate access system. Facial recognition or biometric access will be the standard method. Residents must ensure their staff comply with Estate rules, including no loitering, no unauthorised guests, and no disruptive behaviour. The HOA may withdraw access permissions for repeat or serious breaches after notice to the Resident.
- 5.12 Responsibility for Conduct: Residents are responsible for ensuring compliance by their guests, visitors, employees, contractors and delivery providers. Any breach by such persons is deemed a breach by the hosting Resident.
- 5.13 Blacklisting of Visitors/Deliveries: The HOA may restrict or blacklist access for visitors, delivery services or contractors who repeatedly violate access protocols, traffic rules, or abuse security staff by due process. Residents must make alternative arrangements if a preferred provider is blacklisted.

## **6. Vehicles**

- 6.1 Residents will be allowed free ingress to and egress from the estate, subject to the owner or occupier being registered on the Facial Recognition Scanning system for the activation of the electric boom gate.
- 6.2 All residents must at all times be registered on the Facial Recognition Scanning system and in possession of a valid driver's licence and a valid license disk to obtain access or ingress to the Estate.
- 6.3 Unlicensed or underage driving is prohibited. Additionally, the operation of off-road motorcycles and quad bikes on estate roads or within park areas is strictly forbidden.

- 6.4 Internal roads are private roads but applicable road traffic laws for public roads apply.
- 6.5 No driving/parking on verges, sidewalks, landscaped areas or parks except for authorised maintenance and emergency vehicles.
- 6.6 No owner or occupier shall park or stand any vehicle upon the common property, or permit any vehicle to be parked or stood on the common area, except in such areas as are demarcated for this purpose without interfering with the flow of traffic or posing a safety risk.
- 6.7 The directors may cause to be removed or towed away, at the expense and risk of the owner, any vehicle parked, and standing or abandoned on the common property without the directors' consent.
- 6.8 Owners and occupiers of properties or units shall ensure that their vehicles and those of their visitors and guests do not drip oil or brake fluid onto the common property or in any other way deface the common property.
- 6.9 No owner or occupier shall be permitted to dismantle or affect repairs to any vehicle on common property. Such action may only be conducted within the boundaries of any stand on the condition that it is not visible from the outside, park area or street for a period exceeding 12(twelve) hours and such works not to exceed 7(seven) consecutive days per month. Such works may only be performed on a resident's private vehicles. The directors may revoke a resident's rights in this regard, should it be deemed to cause a nuisance or an eyesore to other residents.
- 6.10 Vehicles may only be washed, within the boundaries of a stand (full title stands) or allocated parking bay (sectional title units) of the relevant resident's property or unit.
- 6.11 Parking is permitted on the express condition that vehicles are parked at the parker's risk and responsibility. No vehicles should be parked so as to block entrances or passageways to either motor vehicles or pedestrians.
- 6.12 A speed limit of 30 km/hour will be strictly applied within the Estate. Vehicles must leave or enter as quietly as possible, and with due regard for the safety of residents, particularly children.
- 6.13 The HOA may install traffic monitoring devices, including speed cameras and/or automatic number plate recognition (ANPR), to enforce speed limits and traffic rules within the estate. Recorded evidence may be used to issue fines in accordance with Schedule A. Signage will be placed to inform residents and visitors that monitoring is in operation. The estate manager may operate and administer the speed-camera/ANPR system under Board delegation.
- 6.14 Visitors or residents must park outside the Estate if there is no available parking space in the designated areas or if the prescribed maximum of 4 visitors' vehicles entering via the access code system have been reached.
- 6.15 Save for the purpose of gaining access to stands or garages, motorcycles, caravans, boats and trailers may not be towed, ridden or left on any portion of the common property, or undeveloped stands. No sleeping will be allowed in a caravan or any other vehicle parked on common property or a stand within the Estate.



- 6.16 Caravans, boats and trailers parked on a residents stand must where possible be parked where it will be least visible when viewed from the street. The resident must ensure that such caravan, boat or trailer parked where visible is in a reasonable visual and roadworthy condition. Trailers parked where visible may not be parked with any load for a period longer than 48(forty-eight) hours. Should any caravan, boat and/or trailer parked on a residents stand be an eye sore to other residents, the directors may in their own discretion request the resident to either remove the vehicle or take steps to make it less visible. Vehicles parked as provided for above must be parked on a paved or concrete slab area and not on the grass.
- 6.17 No person that in the opinion of the directors, security personnel or estate manager is under the influence of alcohol or any other substance affecting their ability to drive a vehicle will be allowed to enter the Estate or drive any vehicle within the Estate.
- 6.18 Only motorbikes and vehicles that are roadworthy, licenced and used as *bona fide* transport are allowed to enter, exit or be driven within the Estate. No unlicensed motorbikes, quad bikes, scramblers or vehicles are allowed to be driven into or within the estate. All vehicles driven in the Estate are subject to the national and municipal traffic legislation applicable to public roads especially the prescribed speed limit. The use of Golf Carts by the personnel of the security service provider or Estate Manager in the execution of their duties are excluded.
- 6.19 Any resident driving in such a manner as to endanger the safety of other residents or causing a nuisance to other residents may, at the direction of the directors, lose the right of unrestricted ingress to and egress from the Estate.
- 6.20 Residents should ensure that for security purposes their vehicles are locked when parked or left unattended within the estate.
- 6.21 No vehicle of any sorts may be driven or ridden in the park area with the following exceptions:
- The garden service contractor employed by the HOA to maintain the park areas
  - The *bona fide* use of a motorised scooter or wheelchair by a disabled person
  - A contractor instructed by the Estate Manager or the Developer to effect repairs or improvements
  - The Estate Manager or personnel from his office executing their duties
  - The security service provider personnel executing their duties.
- 6.22 Only vehicles with a valid license disk will be allowed within the estate.

## **7. Roads, paths, driveways and passages**

- 7.1 It is not permitted to use roller skates or skateboards, or play games of whatsoever nature on the roads.
- 7.2 Bicycles, roller skates or skateboards may not be left on any part of the common property. Paths must at all times be kept clear.
- 7.3 Young children may not ride bicycles within the estate without adult supervision or in such a way as to endanger residents or to negatively influence the flow of traffic.

## **8. Personal security**

All owners are encouraged to implement personal security measures within and around their stands or units. Before deciding on contracting armed response services, inquire from the Estate Manager for recommendations as the directors envisage the appointment of a limited number of security service providers within the Estate in order to obtain better service, benefits for all residents and reduce security risks. The installation of alarm systems, safety doors (as per standard), burglar bars, exterior security beams and lights are strongly recommended as criminals tend to target complexes where residents neglect to implement personal security measures.

## **9. Pets - Animals, Birds and Reptiles**

- 9.1 Residents may keep dogs and cats as pets to a maximum of 2 (two) pets per full title unit.
- 9.2 Cats must be spayed or neutered within 30 days of being brought into the Estate.
- 9.3 Dogs and cats must wear collars within 30 days of bringing them into the estate. Tags can be ordered from the Estate Manager.
- 9.4 Residents of sectional title units are not allowed to keep any pets.
- 9.5 No visitors will be allowed to bring pets on the premises.
- 9.6 In no event shall dogs be permitted, outside the boundaries of its owner's property or unit, unless carried or controlled on a leash.
- 9.7 Pets will not be allowed to foul on common property and especially the park areas. The owner of an animal must remove all faucial debris from the common property immediately. A breach of this rule will attract a fine of R500.00, to be charged to the levy account of such owner.
- 9.8 The Directors reserve the right to revoke the privilege of any owner / resident to house a pet within the Estate, should the animal be considered, in the opinion of the directors, to pose a risk or nuisance to other residents in the Estate.
- 9.9 Aggressive or unwell dogs are not permitted in the estate.
- 9.10 Any legal action taken by the Directors or the estate manager to have animals / pets removed from the premises will be for the account of the owner of such pet / animal.
- 9.11 Poultry, pigeons, wild animals, reptiles, rodents or livestock may not be kept within the Estate.

## **10. Good Neighbourliness**

### **10.1 Noise and Parties**

10.1.1 Radios, hi – fi's, television sets, music devices and musical instruments shall not be used in such a way as to cause unreasonable disturbance or annoyance to other residents and shall be kept to a minimum level.

10.1.2 The noise level of parties must not cause any disturbance to the owners and occupiers, and if any complaints are received, the noise must immediately be reduced to an acceptable level and not raised again. In order to ensure that other residents are not inconvenienced by parties, the following guidelines must be followed:

- Inform your immediate neighbours of the intended party timeously.
- On Fridays and Saturdays parties are not to commence before 10:00 (10 am) and not to end later than 23:00 (11 pm).
- Sundays and weekdays parties are not to commence before 10:00 (10 am) and not to end later than 20:00 (8 pm).
- Visitors' vehicles to enter the Estate and be parked in accordance with Rule 6 above.
- Common areas may not be utilised for parties without the prior express written permission from the directors obtained via estate manager.

10.1.3 Owners or occupiers and their visitors are requested to keep noise levels down to a minimum when using the common areas, pathways and roads within the Estate.

10.1.4 Gatherings & Entertainment (Private Dwellings): To protect traffic flow, parking, noise control and sanitation, headcount limits apply to events at dwellings:

- Up to 12 people: permitted without prior approval, subject to these Rules.
- >12 people: requires prior written approval from the Managing Agent at least 7 business days before the event, with a parking plan (no verge/sidewalk obstruction), and adherence to quiet hours.
- More than 20 people are not permitted at a private dwelling.
- No blocking of roads, hydrants, driveways or verges; guests must park legally.

### **10.2 Hooting, generators, mechanical equipment**

10.2.1 Hothing is not permitted.

10.2.2 Generators are not allowed to operate between 22:00 and 05:00. Residents with automatic start generators are requested to adjust the times in accordance with the estate's permitted hours of generator usage. The noise levels of generators are not to exceed 65dBA measured 7m from the property boundary.

10.2.3 The mechanical maintenance and the use of power tools, lawn mowers should only be undertaken between the following hours:

Monday – Friday

September – April: 07h00 am – 19h00 pm

May – August: 07h30 am – 18h00 pm

Saturdays between 07h30 - 16h00

**Sundays and Public holidays: NO activities involving the above-mentioned are allowed at all.**

### **10.3 Dispute resolution / steps to follow**

In the event of annoyances or complaints, the parties involved should attempt as far as possible to settle the matter between themselves, exercising due tolerance, reasonableness and consideration. Where a dispute cannot be resolved, and in particular a dispute between neighbours, the procedure shall be the following:

- 10.3.1 Written submission will be made by the parties in the dispute to the directors.
- 10.3.2 The directors may, at their sole discretion, decide as to whether the directors will arbitrate on the matter or not.
- 10.3.3 In the event that the directors are of the view that they are entitled to arbitrate on the matter, the decision of the directors shall be final and binding in respect of the resolution of the dispute;
- 10.3.4 In the event that the directors are of the view that they are not prepared to arbitrate in the matter, the directors may either; inform the parties involved that the directors are not prepared to arbitrate in the matter and the parties will have to resolve the dispute themselves and/or by legal action and/or arbitration;
- 10.3.5 The directors may refer the matter to an independent arbitrator, at the directors' discretion, in which event the arbitrator's fees shall be paid in advance in equal shares by the parties to the dispute;
- 10.3.6 In this regard, the arbitration shall be final and binding and the arbitrator shall be entitled to make an award as regards legal costs.

### **11. Appearance of Stands or Units from the outside**

- 11.1 Properties must be maintained to reflect a high standard of appearance.
- 11.2 All external walls and structures shall be painted in accordance with the approved plans (and colours) of the property
- 11.3 The resident / owner of a stand or unit shall not place or do anything on any part of the property or unit or the common property, buildings including balconies, patios, walkways, driveways and gardens which, in the discretion of the directors, is aesthetically displeasing or undesirable when viewed from the outside.
- 11.4 No attachments, buildings, building works or improvements on the outside of houses or units, may be done or initiated without the prior written consent or approval of the Directors or Estate Manager, this includes swimming pools, carports, boundary or other outside walls, braai's and verandas etc.
- 11.5 **Lapa's and Wendy's are not allowed.**

- 11.6 The procedure to be followed in order to obtain consent or approval is available from the office of the Estate Manager and should be consulted before any attachments, building works or improvements are undertaken.

The standards with regards to improvements such as carports, verandas and boundaries, fences (including improvements to existing fences in order to ensure small pets remain within the boundaries of a stand), the paint colour of palisades, paint colours of houses etc. may be obtained from the office of the Estate Manager. Where new standards are set, residents will be afforded a reasonable period (taking into account the amount of work and costs involved therein) to comply.

- 11.7 No protruding air-conditioners and satellite dishes affecting the appearance from the outside, may be installed without the prior written approval of the directors or Estate Manager.
- 11.8 The owner / resident of a property or unit will attend and maintain his/her buildings including fences, outbuildings and other structures in good order to uphold the aesthetic value of the estate.
- 11.9 Garden and verge care: Members must maintain gardens and verges between the curb and their boundary in a neat state; invasive species must be removed.
- 11.10 No awning or shade net shelter may be installed either of a temporary or permanent nature without the prior written approval of the directors.
- 11.11 Full title units with garages will be allowed to erect a carport with written approval of the Directors and consent of neighbours and must be similar in design and appearance than the carports standard set by the Directors.
- 11.12 The resident of a unit shall hang suitable curtains or blinds on the inside of windows so as to ensure privacy and to avoid embarrassment or offence to other residents. No unit is to be without suitable curtains or blinds when it is occupied.
- 11.13 All boundary walls that are plastered will be plastered on both sides and no unpainted raw cement, grey plaster, will be permitted.
- 11.14 Sidewalks whether grassed, paved or planted are to be maintained in proper condition by residents of the adjacent stand. Planting on the sidewalks may however not interfere with pedestrian traffic or obscure the vision of motorists. The placement, erection or installation of any structures such as poles, rocks or curbs on sidewalks may only be done with the written approval of the directors or estate manager.

**Residents and owners are cautioned to first inquire from the Estate Manager in writing before effecting improvements as envisaged in 11.3 & 11.4 if they are uncertain as ignorance or fate complete will not be accepted as an excuse for non-compliance.**

**Residents and owners should note that they may suffer loss or damages as they will be obliged to demolish unauthorised improvements.**

- 11.15 Where requests for improvements are authorised architectural guidelines, standards and requirements set by the directors must be strictly adhered to. Adherence to town planning

controls and restrictions, municipal and national building regulations and municipal approval or consent will form the basis for any consideration given to improvements requested by the directors.

**11.16 The following will however not be permitted:**

- pre cast walls
- wendy houses & sheds
- razor wire, unsightly security spikes
- lean-to's and temporary structures
- thatched lapas
- structures erected for the housing of domestic employees without municipal building approval to use such structures for residential or housing purposes.

THE ARCHITECTURAL GUIDELINES AND PRESCRIPTIONS FOR THE GROVE ESTATE ARE AVAILABLE FROM THE OFFICE OF THE ESTATE MANAGER OR WHERE NO PARTICULAR GUIDELINE EXIST IT WILL BE DETERMINED BY THE DIRECTORS ON RECEIPT OF THE REQUEST.

## **12. Laundry**

- 12.1 An owner or occupier of a property or unit shall not erect washing lines nor hang washing or laundry or any other such items in any part of the building or the common property so as to be visible from outside the building or from any other unit, especially not on or over balconies, balustrades, walls, fences or roofs.
- 12.2 Washing lines and laundry must be suitably screened from neighbouring properties and not visible from the street or any common areas (courtyard to be used).

## **13. Business Practices and Signage**

- 13.1 No-one person, owner or resident shall place or allow to be placed, any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or any property or unit so as to be visible from outside the property or unit, without the prior written approval of the directors. This includes all types of advertising and signs affixed to outer walls and doors by security companies and service providers such as ARS, Extrasec, ADT, Wesalarms, Chubb, Trellidor, Maxidor, etc.
- 13.2 No person, owner or resident of a property or unit within the Estate may run any business whatsoever for profit or otherwise, in or from the property or unit.
- 13.3 No auction, jumble sale, or car boot sale may be held in or on the property without the prior written approval of the directors.
- 13.4 Hawkers will not be allowed access to the Estate at any time and residents may not assist anyone to gain access to the Estate for such a purpose.

## **14. Common property, open areas, parks and gardens**

- 14.1 Parks are for passive recreation: walking, jogging, cycling on paths, picnicking.

- 14.2 No motorised vehicles in parks (except mobility aids, maintenance and emergency vehicles).
- 14.3 No littering is permitted on common property, open areas, parks and parks
- 14.4 Open Spaces, Communal & Park Areas: No private functions are permitted in the Park Areas.
- 14.5 Gardens abutting the Park Area must be kept neat at all times, failing which the HOA shall have the right to clean the park at owner's expense.
- 14.6 The residents' use of any open space areas, including the Park Area, is entirely at their own risk at all times. The HOA will not entertain any claims for damages whatever nature or from whatsoever cause arising.
- 14.7 Shrubs and trees on common property may not be cut down or trimmed unless by arrangement with the directors.
- 14.8 Flowers in the common property may not be picked.
- 14.9 Residents may not plant anything on the common property. All gardening is to be done on the instruction of the directors. Offers of plants, seeds and assistance in caring for the gardens will be much appreciated.
- 14.10 No resident will be allowed to tap or use water on or from the common areas, other residents' properties, the Home Owners Association or from the developer. Tapping of water from other residents the HOA or Developer will constitute a serious offence.

## 15. Children

- 15.1 Children are subject to the conduct rules in the same way as adults.
- 15.2 Children may not play in the walkways, parking areas, driveways and roads, in such a way as to endanger themselves and others.
- 15.3 Nobody is allowed to play ball against any walls on common property.
- 15.4 The riding of bicycles in the streets is subject to the same traffic rules as vehicles and young children must be under adult supervision.
- 15.5 No quad bike **or other motorized vehicles or toys may be driven or ridden** in the Estate. (This rule also includes adults riding with quad bikes)
- 15.6 Residents must supervise their children and their visitors' children in order to avoid damage to the common property or annoyance to other residents. In the event of any damage caused in the common area, the owner of the property responsible for the damage will be required to reimburse the costs of making good such damage.
- 15.7 Parents will at all times be held responsible for the safety, behaviour and actions of their children and their visitors' children.

## **16. Disposal of domestic & garden refuse**

- 16.1 Except as detailed below, owners and occupants shall not be allowed to deposit refuse on the common property at any time, or in any part of their property or unit visible from the outside. Residents shall instruct their children and visitors of this rule, and shall use their best endeavours to see that it is complied with.
- 16.2 Residents must deposit domestic refuse in a wheelie bin supplied by the Waste Management Department of the Municipality, and place it in front of their units ONLY on collection days. It is the residents' own responsibility to mark their bins as well as to keep their bins clean. Refuse will be collected on a specific day in the week, as determined by the local municipality.
- 16.3 No cardboard containers, cartons, polystyrene or builder's rubble are to be placed in front of units or on common areas, but shall be disposed of by removing it to a recognised dumping area.

## **17. Littering**

- 17.1 An owner or resident of a property or unit shall not deposit, throw or allow to be deposited or thrown, on the common property, any rubbish, including dirt, cigarette butts, food scraps, garden and building rubble or any other litter whatsoever.

## **18. Fire protection**

- 18.1 Electricity Supply: - Under no circumstance may residents tamper with or have work done on the electricity apparatus that serves the common property, or on the electricity supplies routed through the common property. Any electrical faults detected on the common property are to be reported to the estate manager immediately.
- 18.2 Open fires and braais: - these are prohibited on common property such as the park areas except where facilities have been provided. Matches and lighters are to be handled with care and kept out of the reach of children. It is strictly prohibited to throw cigarette stubs on common property. All flammable liquids must be kept in a safe place.
- 18.3 Fire hoses, hydrants and extinguishers may only be used in event of an emergency.
- 18.4 No one is allowed to use fire hoses or hydrants to wash their vehicles. A fine of R 7 000.00 (SEVEN THOUSAND RAND) will be issued by the Fire Department (to the incumbent), as this is the property of the Fire Department.

## **19. Storage of flammable materials, and other dangerous acts**

- 19.1 An owner or occupier shall not store any material, or do or permit or allow, any other dangerous acts in the buildings or on the common property that will or may increase the rate of the premium payable by the Home Owners Association on any insurance policy.
- 19.2 **Fireworks: The use or ignition of fireworks is strictly prohibited within the Estate.**

- 19.3 Firearms: No firearms, air-rifles, BB guns, pellet guns may be discharged within the estate, except under such circumstances which would definitely justify the use of a firearm for private-defence and related purposes.

The use and/or discharge of air guns, pellet guns, bows or other projectiles in contravention legislation including Municipal By-Law are prohibited.

- 19.4 The use of crossbows and ketties within the estate is prohibited.

## 20. Eradication of pests

- 20.1 Owners must keep their properties free from wood destroying insects such as termites and borer beetles.
- 20.2 Owners or occupiers must grant access to the directors, managing agent or their authorised representative upon reasonable notice for inspection and eradication of pests.
- 20.3 The HOA will recover the costs of pest eradication and damage from the property owner.

## 21. Insurance

- 21.1 The directors shall ensure that the common property in the Estate is adequately insured.

This shall cover the **sectional title** buildings, geysers in sectional title units and common property areas. The claims procedure is as follows: The Estate Manager must be notified immediately. The Estate Manager will proceed with the claim from the insurance. Should any excess be **required it will be payable** by the owner.

## 22. Domestic employees or helpers

- 22.1 All domestic workers are to comply with the Estate Rules and be registered on the Facial Recognition Scanning System.
- 22.2 Domestic workers are not allowed to loiter on the common property.
- 22.3 Residents are responsible for the behaviour of their domestic workers at all times and are to ensure that they are not rowdy.
- 22.4 Domestic workers are not allowed to reside in garages, wendy houses or any structure other than the unit itself.
- 22.5 The Directors reserve the right to refuse access to the Estate to any domestic worker/employee of any resident.

## 23. Home Owners Association staff and contractors.

- 23.1 Staff members or contractors employed by the HOA are not available for the owners' or occupiers' personal work during normal working hours. Instructions to the staff or contractors are only to be given by the Directors, Estate Manager or their agents. The HOA is not responsible for any damage incurred by the staff or contractors of any nature whatsoever that may be caused to owners' or occupiers properties or units or personal effects.

## **24. Sales, Transfers and Estate Agents**

- 24.1 The sale agreement must include a requirement for the purchaser to join the HOA and remain a member while owning the property.
- 24.2 Seller must ensure that the purchaser receives a copy of all the governance documents of the estate.
- 24.3 Any clearance certificate request will be responded to within 5 business days once particulars are supplied; levies may be pro-rated to month end.
- 24.4 The HOA may withhold a clearance certificate due to unpaid levies, failure to rectify any breach of rules or non-compliance with architectural guidelines.
- 24.5 Signage: No signage related to property sales or lettings (example "For Sale" or "Sold") is allowed within the estate. All marketing must be managed by the estate agent. "Show houses" or "Open houses" are not permitted.
- 24.6 Estate agents must adhere to the estate rules.
- 24.7 Estate agents must operate by appointment only and must accompany potential buyers or tenants onto the property.

## **25. Leasing and subleasing of units**

- 25.1 Owners or their agents must notify the HOA in writing about the details of the tenant(s) and lease period before the lease commences.
- 25.2 All lease agreements must incorporate the estate rules and require tenants to agree in writing to comply.
- 25.3 No such lease agreement will in any way release owners from any of their obligations in terms of the provision of the MOI and the rules.
- 25.4 Breaches of these rules by a tenant will result in the owner being subject to a reasonable fine to be determined at the discretion of the directors.
- 25.5 An owner and/or its agent must take reasonable steps to satisfy himself or herself as to the suitability of the prospective tenant, including, but not limited to criminal background clearance, credit clearance checks, references from previous landlords and any other permissible checks to mitigate the risk of unsuitable tenants.
- 25.6 Airbnb's and guesthouses are not allowed within the Estate.

- 25.7 Commune-style occupation is prohibited; reasonable occupancy limits apply (typically ≤2 persons per bedroom).

## **26. Traditional Rituals**

- 26.1 Ritual slaughter of animals within the Estate is prohibited unless explicitly authorised by the directors on application which must be submitted to the directors through the managing agent at least 30 days before the event. Such authority will be subject to health, environmental, nuisance, municipal and CSOS compliance requirements.

## **27. Enforcement, Penalties & Due Process**

### **27.1 Written Consent Procedure:**

#### **Application for Written Consent:**

- **Submission:**  
Whenever written consent from the Directors is required under these Rules, the application for such consent must be made in writing.
- **Requirements:**  
The applicant must provide the Directors with all necessary information, details, and documentation as requested.
- **Format:**  
The written consent or its withdrawal will be in a format determined by the Directors from time to time. This may include electronic formats as specified by the Directors.

#### **Issuance and Conditions**

- **Authorized Signatories:**  
Written consent on behalf of the HOA may be signed by a Director or the Managing Agent.
- **Conditions:**  
The Directors may impose reasonable conditions to their consent. These conditions will be communicated to the applicant at the time of granting consent.

#### **Withdrawal of Consent:**

- **Grounds for Withdrawal:**  
The Directors reserve the right to withdraw their consent if the conditions attached to it are not complied with.
- **Notification:**  
When withdrawing consent, the Directors must notify the occupier in writing and provide reasons for the decision.
- **Effective Date:**  
The withdrawal of consent will be effective immediately upon notification, unless otherwise specified by the Directors.

- 27.2 Fair Process: Before any penalty is imposed the Association will—
- (a) deliver a written Notice of Alleged Breach identifying facts, the Rule breached, and any proposed penalty/remedy;
  - (b) allow not less than 5 business days for written representations (or shorter in urgent security matters with reasons); and
  - (c) issue a reasoned written decision.
- 27.3 Internal Appeal: A Member/Resident may lodge an appeal within 5 business days to an Appeals Committee (Directors uninvolved in the first decision). The Appeals Committee will provide a reasoned outcome.
- 27.4 Fines & Cost Recovery: Fines will be reasonable and proportionate to the breach. The HOA may recover reasonable enforcement costs (including attorney–own client where permitted by law and the MOI), subject to reasonableness. Interest on overdue amounts accrues per the MOI (2% per month compounded).
- 27.5 Non-pecuniary measures: Where appropriate and lawful, the HOA may suspend non-essential amenities or services it directly provides (not resident access, utilities or emergency services) until compliance.
- 27.6 Delegation to Managing Agent: The Board may, under a written service-level agreement, authorise the Managing Agent to:
- (i) issue breach notices;
  - (ii) collect evidence (including speed-camera/ANPR data);
  - (iii) impose fines in accordance with these Rules and Schedule A; and
  - (iv) manage appeals administration.
- 27.7 Substantive appeals remain for determination by the HOA's Appeals Committee.

## **28. Schedules & Protocols**

The following are incorporated by reference and may be updated annually by Board notice (subject to ratification at the next AGM):

Schedule A – Indicative Fines  
 Protocol 1 – Access Control & Credentials  
 Protocol 2 – Waste & Recycling  
 Protocol 3 – Parks & Environmental Care  
 Protocol 4 – Utilities and Services  
 Protocol 5 – Emergency Procedures

### Schedule A – Indicative Fines (Guideline)

Final amounts may be adjusted by the Board (acting reasonably) and published from time to time. Multiple/continuing breaches may escalate. Security-critical breaches may warrant higher first-offence fines.

| Category      | Breach                                                                | 1 <sup>st</sup> Offence | 2 <sup>nd</sup> Offence | 3 <sup>rd</sup> / Continuing   |
|---------------|-----------------------------------------------------------------------|-------------------------|-------------------------|--------------------------------|
| Security      | Tailgating/unauthorised entry; access system abuse                    | R500                    | R1 000                  | R2 000                         |
| Security      | Abuse/obstruction of security personnel                               | R500                    | R1 000                  | R2 000                         |
| Traffic       | Speeding/reckless driving (manual enforcement)                        | R500                    | R1 000                  | R2 000                         |
| Traffic       | Unlicensed/under-age driving; illegal off-road use                    | R750                    | R1 500                  | R3 000                         |
| Nuisance      | Excessive noise after 22:00                                           | R500                    | R1 000                  | R2 000                         |
| Generator     | Using the generator outside allowed timeframe and above noise levels. | R500                    | R1 000                  | R2 000                         |
| Pets          | Roaming/not on leash; failure to pick up feces                        | R500                    | R750                    | R1 000                         |
| Environment   | Dumping/littering on common areas; damage to flora                    | R500                    | R1 000                  | R2 000 + remediation           |
| Health/Safety | Prohibited animal slaughter on the Estate                             | R2 500                  | R5 000                  | R7 500 + report to authorities |
| Events        | Unauthorised gathering / parking obstruction                          | R1 000                  | R2 000                  | R4 000                         |
| Events        | Unauthorised Park function                                            | R2 000                  | R3 000                  | R5 000                         |

Note: Where a breach causes damage or requires remediation, the HOA may recover the actual cost in addition to any fine

**Protocol 1 – Access Control & Credentials**

All residents, visitors, contractors and service providers must enter via designated access points.

Access only granted once visitor details are logged by security.

No resident may override security protocols.

Domestic workers, gardeners and employees must be registered on the Estate system.

Standard access is via biometric/facial recognition.

No loitering or unauthorised visitors.

Residents are responsible for compliance by their guests, staff, contractors and delivery providers.

HOA may blacklist or restrict visitors/deliveries who repeatedly breach rules, traffic laws or abuse staff.

**Fines:**

Abuse of security staff: as per Schedule A

Misuse of access system / biometrics: as per Schedule A

Tailgating/unauthorized entry: as per Schedule A

**Protocol 2 – Waste & Recycling**

Household refuse only on verges on collection day, in sealed bins/bags.

Garden refuse bagged separately. No dumping or burning.

Building rubble: must be removed within 14 days.

Recycling: where municipal systems exist, residents must separate recyclables.

**Fines:**

Refuse out on the wrong day: R250.

Dumping on common areas: as per Schedule A

Burning waste: R3,000.

Failure to remove building rubble: R1,000/week.



### **Protocol 3 – Parks & Environmental Care**

Parks reserved for walking, jogging, cycling, and passive recreation.

Private functions: No private functions are permitted.

Pets: must be on a leash; owners must clean up.

Prohibited: motorised vehicles, fires, fireworks, dumping, commercial events.

Use at own risk; HOA not liable for injuries/damages.

#### Fines:

Dog off leash/pet fouling: as per Schedule A

Fireworks/fires/vehicles in park: R2,000

Flora/fauna damage: as per Schedule A

Unauthorised Park function: as per Schedule A

### **Protocol 4 – Utilities and Services**

#### Electrical Supply:

Electricity is supplied to the Estate by Rustenburg Local Municipality. The HOA does not assume responsibility for electrical supply issues. Residents must communicate with Rustenburg Local Municipality regarding electrical supply issues.

#### Water Management:

The HOA is the supplier and distributor of water within the estate which is monitored by way of pre-paid water meters. No person is allowed to tamper with the pre-paid water meter, the control valve or the keypad system. A penalty of R 1000,00 per incident will be levied against the owner of the unit or his/her residents who make themselves guilty of such misconduct.

Water tanks are allowed but must be placed out of sight.

The HOA is not liable for damages, expenses, or costs resulting from interruptions in utility services or flooding.

#### Fines:

Tampering with pre-paid water meter system: R1,000 per incident

Water tank not placed out of sight: R750 p/m.



## Protocol 5 – Emergency procedures

### General Emergency Protocols:

- In case of any emergency, residents must immediately contact emergency services using the relevant emergency number for police, fire, or medical assistance.
- Notify the Estate Manager or the Directors as soon as possible after contacting emergency services.

### Fire Emergencies:

- Activate the nearest fire alarm if available.
- Evacuate the premises calmly and quickly, using designated escape routes.
- Do not re-enter the building until it has been declared safe by the fire authorities.

### Medical Emergencies:

- Contact emergency medical services immediately for urgent medical situations.
- Provide first aid if qualified and wait for professional medical assistance.

### Security Emergencies:

- Report any security incidents or breaches to the Estate security personnel and the Estate Manager without delay.
- Cooperate with security personnel and follow their instructions during emergencies.

### Hazardous Situations:

- If encountering hazardous conditions, such as gas leaks or chemical spills, evacuate the area immediately and contact emergency services for specialized assistance.

### Responsibilities (Resident and Visitors):

- Residents and visitors must familiarize themselves with emergency procedures and exits.
- Ensure that all members of the household and visitors are aware of these procedures.

### Liability:

- The HOA and its directors are not liable for any injury, loss, or damage resulting from emergencies, provided that all reasonable precautions and emergency procedures were followed.

## 29. Indemnity

The Home Owners Association and / or the Agents shall not be liable to any property or unit owner or tenant for any injury or damage of any description which the property or unit owner or tenant and / or any member of the property or unit owner or tenants family or any employee or servant or relative, visitor, friend acquaintance, invitee or guest of the property or unit – owner or tenant may sustain physically to his or their property, directly or indirectly, in or about the common areas or individual properties or units or in or about the parking bays or storerooms or in or about any part of the complex and / or grounds in which the individual properties or units or common areas are situated, by reason of any defects in the common areas or individual properties or units, or any appliances whatsoever in the complex or grounds in which the common areas or properties or units are situated or for any act done or any neglect on the part of the Home Owner Association's employees, servants or agents. The Home Owners Association or the Agents' representatives and servants accept no responsibility or liability of whatsoever nature in respect of the receipt or non– receipt and delivery or non-delivery of goods,

postal matters or other correspondence. Nothing in this clause excludes liability that may not lawfully be excluded.

**Acceptance of Rules.**

I, the undersigned \_\_\_\_\_  
(Name), [Resident / Owner]

Of Erf/Unit Number \_\_\_\_\_  
(please specify), hereby:

Accept Terms: Accept and agree to all terms, conditions, and rules outlined in these Rules and Memorandum of Incorporation.

Authority and Amendments: Acknowledge that the Conduct Rules and Protocols may be amended in accordance with the MOI and that I would be bound by such amendments.

Access to Updated Rules: Understand that the latest amended version of the Estate Conduct Rules is available upon request from the HOA.

Signature: \_\_\_\_\_

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





# FICA Client Pack

Purchaser / Tenant



Dear Client

### **Re: COMPLIANCE WITH THE FINANCIAL INTELLIGENCE CENTRE ACT (ACT 38 OF 2001), AS AMENDED BY THE FINANCIAL INTELLIGENCE CENTRE AMENDED ACT (ACT 1 OF 2017)**

The **FINANCIAL INTELLIGENCE CENTRE ACT (FICA)**, designed to counter money laundering, has been promulgated. Property Practitioners have been designated as accountable institutions in terms of the ACT.

As an accountable institution, we may not establish a business relationship, or conclude a single transaction, with you, our Client, unless:

1. We take the steps prescribed by the ACT to establish and verify the identity of such Client.
2. We take the prescribed steps to identify the source of any funding (other than bank loans) required to conclude the transaction.
3. We keep a record of the details so obtained and verified for 5 years after the conclusion of the business relationship or single transaction, as the case may be.

The attached questionnaire which we ask you to complete and sign will ensure that both you and us comply with our obligations under the Act.

Whilst it may seem that these questions do constitute unwarranted intrusion into your affairs, we ask that you do complete the questionnaire fully, and we give our undertaking that the information supplied will not be divulged to any unauthorised person or instance.

Should the required information not be obtained and verified, we shall be in contravention of our legal obligations under the Act. Similarly, should any other Property Practitioner that you deal with not comply with the Act, that person or Estate Agency will be in contravention of their legal obligations under the Act. Anyone concluding a transaction with you without having satisfied such legal obligations would face the possibility of an extremely hefty fine, a term of imprisonment, or both.

**Our Property Practitioner is registered with the Property Practitioners Regulatory Authority (PPRA), (a copy of the relevant Fidelity Fund Certificate is available on request) and is also bound by Act 112 of 1976 (The Estate Agency Affairs Act) and/or The Property Practitioners Act 22 of 2019 (which ever applies), to safeguard the interests and confidentiality of Clients at all times.**

Thank you for your co-operation.

Yours faithfully

  
\_\_\_\_\_

PlusGroup Principal



I/We \_\_\_\_\_  
and \_\_\_\_\_  
hereby declare that I/we reside at \_\_\_\_\_  
\_\_\_\_\_

I/We further declare that as far as I/we am/are aware I/we do not have access to any other documentation that contains more substantiating proof of my/our residential address due to the fact that all correspondence as well as any accounts I/we receive are sent to my post box address being: \_\_\_\_\_  
\_\_\_\_\_

THUS DONE AND SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
**AS WITNESS**

\_\_\_\_\_  
**PURCHASER / TENANT** (Delete which is not applicable)

\_\_\_\_\_  
**RSA Identity or Foreign Passport No.**

\_\_\_\_\_  
**JOINT PURCHASER / TENANT** (Delete which is not applicable)

\_\_\_\_\_  
**RSA Identity or Foreign Passport No.**

Initial: 

# Purchaser / Tenant FICA questionnaire – Natural persons

To be completed by the Client (person completing the questionnaire) dealing with PlusGroup. Tick where applicable (X)

1. Full name & Surname (i.e. the person completing this questionnaire) \_\_\_\_\_

2. Are you a South African citizen / permanent resident? ☐ Yes ☐ No ☐

3. Are you dealing with PlusGroup on behalf of another person (i.e. a Principal)? ☐ Yes ☐ No ☐

If "yes", Principal's full name: \_\_\_\_\_

4. If you are dealing with PlusGroup on behalf of a Principal, please indicate your authority to do so?

☐ Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

5. Will, following your completion of this questionnaire, someone else deal with PlusGroup on your behalf (i.e. a Representative)?

☐ Yes ☐ No ☐ If "yes", what is the Representative's full name? \_\_\_\_\_

6. What is the source of that Representative's authority to deal with PlusGroup on your behalf?

☐ Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

7. Describe the type of service you seek from PlusGroup, and the purpose for which that service is sought.

8. Is this a Single Transaction (once-off) or Business Relationship (more than one Transaction over a certain period of time)?

☐ Single Transaction ☐ Business Relationship ☐

9. How will any payments owed to PlusGroup under the Business Relationship be financed?

10. Will any payments involve a payment by you or your Representative of R25 000 or more in cash?

(i.e. paper money, coins or traveller's cheques?)

☐ Yes ☐ No ☐

11. Do you now, or have you in the past 12 months, occupied, any of the following positions in any country other than South Africa?

☐ Yes ☐ No ☐ If "yes", please indicate the position that you occupy(ied).

|                |                            |                                          |                         |
|----------------|----------------------------|------------------------------------------|-------------------------|
| Head of state  | Member of the royal family | Senior executive of a state-owned entity | Senior judicial officer |
| Cabinet member | High rank in the military  | Senior member of political party         |                         |

12. If you responded "yes" to the previous question, please indicate the source of your wealth.

13. Do you now occupy, or have you in the past 12 months occupied, any of the following positions in South Africa?

☐ Yes ☐ No ☐ If "yes", please indicate the position that you occupy(ied).

|                                               |                                                                                                                                                                                    |
|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| President or deputy president of South Africa | Manager or CFO of a municipality                                                                                                                                                   |
| Leader of a political party                   | Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity                                                                                         |
| Cabinet minister or deputy minister           | Head, accounting officer or CFO of a national or provincial department                                                                                                             |
| Member of a royal family                      | Ambassador, high commissioner or other senior representative of a foreign country based in South Africa                                                                            |
| Premier of a province                         | Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a Company doing more than the gazetted amount worth of business with the government |
| Senior traditional leader                     |                                                                                                                                                                                    |
| MEC of a province                             |                                                                                                                                                                                    |
| Judge                                         |                                                                                                                                                                                    |
| Mayor of a municipality                       |                                                                                                                                                                                    |

14. If you responded "yes" to the previous question, please indicate the source of your wealth.

**Note:** Even if you are acting on behalf of a Principal, you are still the Client for purposes of FICA and this questionnaire.

Full name of Officer administering questionnaire: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Initial:  \_\_\_\_\_

# Joint Purchaser / Tenant FICA questionnaire – Natural persons

To be completed by the Client (person completing the questionnaire) dealing with PlusGroup. Tick where applicable (X)

1. Full name & Surname (i.e. the person completing this questionnaire) \_\_\_\_\_

2. Are you a South African citizen / permanent resident? ☐ Yes ☐ No ☐

3. Are you dealing with PlusGroup on behalf of another person (i.e. a Principal)? ☐ Yes ☐ No ☐

If "yes", Principal's full name: \_\_\_\_\_

4. If you are dealing with PlusGroup on behalf of a Principal, please indicate your authority to do so?

☐ Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

5. Will, following your completion of this questionnaire, someone else deal with PlusGroup on your behalf (i.e. a Representative)?

☐ Yes ☐ No ☐ If "yes", what is the Representative's full name? \_\_\_\_\_

6. What is the source of that Representative's authority to deal with PlusGroup on your behalf?

☐ Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

7. Describe the type of service you seek from PlusGroup, and the purpose for which that service is sought.

8. Is this a Single Transaction (once-off) or Business Relationship (more than one Transaction over a certain period of time)?

☐ Single Transaction ☐ Business Relationship ☐

9. How will any payments owed to PlusGroup under the Business Relationship be financed?

10. Will any payments involve a payment by you or your Representative of R25 000 or more in cash?

(i.e. paper money, coins or traveller's cheques?)

☐ Yes ☐ No ☐

11. Do you now, or have you in the past 12 months, occupied, any of the following positions in any country other than South Africa?

☐ Yes ☐ No ☐ If "yes", please indicate the position that you occupy(ied).

|                |                            |                                          |                         |
|----------------|----------------------------|------------------------------------------|-------------------------|
| Head of state  | Member of the royal family | Senior executive of a state-owned entity | Senior judicial officer |
| Cabinet member | High rank in the military  | Senior member of political party         |                         |

12. If you responded "yes" to the previous question, please indicate the source of your wealth.

13. Do you now occupy, or have you in the past 12 months occupied, any of the following positions in South Africa?

☐ Yes ☐ No ☐ If "yes", please indicate the position that you occupy(ied).

|                                               |                                                                                                                                                                                    |
|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| President or deputy president of South Africa | Manager or CFO of a municipality                                                                                                                                                   |
| Leader of a political party                   | Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity                                                                                         |
| Cabinet minister or deputy minister           | Head, accounting officer or CFO of a national or provincial department                                                                                                             |
| Member of a royal family                      | Ambassador, high commissioner or other senior representative of a foreign country based in South Africa                                                                            |
| Premier of a province                         | Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a Company doing more than the gazetted amount worth of business with the government |
| Senior traditional leader                     |                                                                                                                                                                                    |
| MEC of a province                             |                                                                                                                                                                                    |
| Judge                                         |                                                                                                                                                                                    |
| Mayor of a municipality                       |                                                                                                                                                                                    |

14. If you responded "yes" to the previous question, please indicate the source of your wealth.

**Note:** Even if you are acting on behalf of a Principal, you are still the Client for purposes of FICA and this questionnaire.

Full name of Officer administering questionnaire: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Initial:  \_\_\_\_\_

# Addendum to sales agreement

## Consent in terms of the protection of Personal Information Act:

*This addendum entered into by the Purchaser/s and the Seller/s only amplifies the Principal Agreement with regards to the below provisions in order to comply with the Protection of Personal Information Act, 4 of 2013.*

Property Description: \_\_\_\_\_

Seller: \_\_\_\_\_

Joint Seller: \_\_\_\_\_  
(Full names & surname)

Purchaser: \_\_\_\_\_

Joint Purchaser: \_\_\_\_\_  
(Full names & surname)

The Seller/s and the Purchaser/s (hereinafter collectively referred to as “**the parties**”) mentioned above have entered into an agreement of sale of immovable property and understand that, for the transaction to proceed their personal information has to be shared with certain third parties. The parties therefore now hereby enter into this addendum in order to grant such consent.

The parties hereby expressly grant permission that their personal information contained in the agreement of sale and its annexures be shared with the mortgage bond originators or any other financial institutions for the purpose of obtaining a mortgage bond, the appointed conveyancing attorneys, the South African Revenue Services, the Financial Intelligence Centre, local municipalities, relevant body corporates or home owners associations, the offices of the Registrar of Deeds and the Master of the High Court, or any other third party for the purposes of finalizing the transaction as contemplated in the agreement of sale.

SIGNED by the **PURCHASER/S** at: \_\_\_\_\_ on \_\_\_\_\_

The Purchaser/s hereby also **consent** to the retaining of their personal information by PlusGroup for the purposes of future business and/or marketing.

\_\_\_\_\_  
AS WITNESS

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
JOINT PURCHASER

SIGNED by the **SELLER/S** at: \_\_\_\_\_ on \_\_\_\_\_

The Seller/s hereby also **consent** to the retaining of their personal information by PlusGroup for the purposes of future business and/or marketing.

\_\_\_\_\_  
AS WITNESS

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
JOINT SELLER

# Agent's professional fee annexure to offer to purchase

Development: \_\_\_\_\_

Property or unit description: \_\_\_\_\_

Seller/developer: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Joint Purchaser: \_\_\_\_\_

Agent: \_\_\_\_\_

The above-mentioned purchaser/s hereby acknowledge that he/she/they have been informed of the following:

1. The purchase price of the sale of the property mentioned above includes the Agent's professional fee of R50 000 ( FIFTY THOUSAND RAND VAT INCLUSIVE ) Plus VAT.
2. Should the offer to purchase agreement be cancelled (at any time after all the suspensive conditions have been fulfilled) either:
  - 2.1. by the Purchaser/s; or
  - 2.2. by the Seller as a result of the Purchaser/s' breach of the agreement.  
then the Purchaser/s shall remain liable for the payment of the Agent's professional fee.
3. In the event of cancellation as per clause 2 above, the Agent's professional fee shall be payable:
  - 3.1. As a first charge against any deposit amount already received by the relevant conveyancer in their trust account, or
  - 3.2. If no deposit has been paid by the Purchaser/s, the Purchaser/s shall be requested to make payment directly to the Agent.
4. Should the Agent have to hand over the matter to its attorneys for the collection of the Agent's professional fee, the Purchaser/s will be liable for the costs thereof on an attorney and client scale.
5. The contact details of the Purchaser/s as contained in the offer to purchase will be used for the delivery of any communication, notices, or proceedings in terms of this Agent's professional fee addendum.

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

\_\_\_\_\_  
PURCHASER                      JOINT PURCHASER                      WITNESS

**Benefits of this annexure accepted on behalf of the agent:**

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



\_\_\_\_\_  
FOR AND ON BEHALF OF THE AGENT

## ADDENDUM : PLUS GROUP – PURCHASER VIEWING & COMMISSION DISCLOSURE FORM

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

Development: \_\_\_\_\_

Unit: \_\_\_\_\_

Property Address:

\_\_\_\_\_

Purchaser Name & Surname:

\_\_\_\_\_

This agreement is entered into between **Plus Group** ("the Company") and the undersigned **Independent Contracted Agent** ("Agent") freely and voluntarily upon which signature the signatories confirm their understanding of the content hereof and the obligations and implications manifesting here from:

I, the undersigned Agent, unequivocally and irrevocably hereby confirm the following:

1. I have personally and physically accompanied the above-named Purchaser and/or his/her/its duly appointed and authorised nominee to view the exact property that the Purchaser is purchasing as duly described above and recorded per the Offer to Purchase;
2. I acknowledge that the Purchaser and/or his/her/its duly appointed and authorised nominee has completed their own property disclosure in my presence and on the same date with reference to the viewing per 1 above;
3. I confirm that I have expressly, and in no uncertain terms, informed the Purchaser that the unit will not be renovated, altered or modified to any extent whatsoever, and that the unit may not be in the same condition as the show unit;
4. In the event of any misrepresentation of whatsoever nature I will be personally be held liable for any reputational damage or claims made against Plus Group arising from this transaction and such misrepresentation, whether directly or indirectly;
5. Should it be found that I have breached any of the above confirmations/ undertakings or misrepresented any information or manipulated any fact or circumstances, or failed to adhere to any of the positive obligations imposed hereby, then in such event I will be personally held fully responsible and will not be entitled to any commission relating to this transaction and liable to any other consequential damages suffered by Plus Group. I shall furthermore be liable for all legal costs incurred by Plus Group in the enforcement of this agreement on the scale as between attorney and own client;
6. I furthermore wholly indemnify Plus Group and any its subsidiaries, directors, associates and personnel from any claims and ancillary relief such as legal costs manifesting from any contravention of this agreement and the anticipated transaction;
7. I accept that I am responsible for any commission claims arising from this introduction and viewing, even if any issues are later resolved.

8. I understand the importance and urgency of this declaration and confirm that all information provided herein is accurate to the best of my knowledge.
9. I confirm that I am aware of, and agree to comply with, the provisions of the **Property Practitioners Act, 2019 (Act No. 22 of 2019)** and all regulations issued by the **Property Practitioners Regulatory Authority (PPRA)**, including disclosure obligations, ethical conduct requirements, and commission entitlement rules. I understand that any false or misleading statement in this declaration may result in disciplinary action, legal consequences, and forfeiture of commission as provided for under the Act.

**Selling Agent**

Name &amp; Surname: \_\_\_\_\_

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

Contact Number: \_\_\_\_\_

Signature of Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**Joint Selling Agent**

Name &amp; Surname: \_\_\_\_\_

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

Contact Number: \_\_\_\_\_

Signature of Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Principal (Kobus Du Plessis):  \_\_\_\_\_

Witness Name &amp; Signature: \_\_\_\_\_ Date: \_\_\_\_\_

