

# Rosewood on 10th



## AGREEMENT OF PURCHASE AND SALE

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# Rosewood on 10th



## SECTIONAL TITLE IN PHASES

Unit No. \_\_\_\_\_  
2 Covered Parking Bay No. \_\_\_\_\_ & \_\_\_\_\_

## AGREEMENT OF PURCHASE AND SALE

The SELLER sells the Section to the PURCHASER, who hereby purchases the Unit on the terms and conditions set out in the Schedule of Particulars and Standard Terms and Conditions hereunder.

### THE SELLER:

**NAMRU 89 CC**  
**REGISTRATION NUMBER: 1989/033938/23**

Herein represented by Elias Homem de Gouveia in his capacity as director/duly authorised representative

AND

### THE PURCHASER:

---

1<sup>st</sup> Purchaser

---

2<sup>nd</sup> Purchaser/Spouse  
(Delete whichever is not applicable)

**SCHEDULE OF PARTICULARS:**

**1. SELLER**

- 1.1 NAME:** **NAMRU 89 CC**
- 1.2 REGISTRATION NUMBER:** **1989/033938/23**
- 1.3 DOMICILIUM ADDRESS:** 1 Bentonite Street, Alrode, Alberton 1451
- 1.4 TEL NO/FAX NO and EMAIL:** Tel: (011) 868 3724  
Fax: (011) 868 2296  
email: admin@albertsdal4.co.za

**2. FIRST PURCHASER**

- 2.1 FULL NAMES:** \_\_\_\_\_
- 2.2 SURNAME:** \_\_\_\_\_
- 2.3 IDENTITY/REG** \_\_\_\_\_
- 2.4 INCOME TAX NUMBER** \_\_\_\_\_
- 2.5 TEL No:** (W) \_\_\_\_\_ (C) \_\_\_\_\_  
(H) \_\_\_\_\_ (F) \_\_\_\_\_
- 2.6 E-MAIL:** \_\_\_\_\_
- 2.7 DOMICILIUM ADDRESS (*address for service of notices*):**  
\_\_\_\_\_  
\_\_\_\_\_
- 2.8 POSTAL ADDRESS:**  
\_\_\_\_\_  
\_\_\_\_\_
- 2.9 MARITAL STATUS:** (Check the applicable box. Not required if a company, cc or trust)
- ☐ SINGLE/DIVORCED/WIDOW/WIDOWER
- ☐ MARRIED ANC (Ante Nuptial Contract)
- ☐ MARRIED IN COMMUNITY OF PROPERTY
- ☐ FOREIGN STATUS

3. **SPOUSE OF 1<sup>ST</sup> PURCHASER / 2<sup>ND</sup> PURCHASER\***

3.1 FULL NAMES: \_\_\_\_\_

3.2 SURNAME: \_\_\_\_\_

3.3 IDENTITY NUMBER: \_\_\_\_\_

3.4 TELEPHONE NUMBERS: (W) \_\_\_\_\_ (C) \_\_\_\_\_

(H) \_\_\_\_\_ (F) \_\_\_\_\_

3.5 INCOME TAX NUMBER: \_\_\_\_\_

3.6 E-MAIL: \_\_\_\_\_

3.7 DOMICILIUM ADDRESS (*address for service of notices*):

\_\_\_\_\_

3.8 POSTAL ADDRESS:

\_\_\_\_\_

3.9 MARITAL STATUS: (Check the applicable box)

☐ SINGLE/DIVORCED/WIDOW/WIDOWER

☐ MARRIED ANC(Ante Nuptial Contract)

☐ MARRIED IN COMMUNITY OF PROPERTY

☐ FOREIGN STATUS

4. **SECTION**

Unit number \_\_\_\_\_ **ROSEWOOD ON 10<sup>TH</sup>** as reflected on the Scheme Layout Plan and on the Sectional Plan situate at **ERF 910 RAVENSWOOD EXTENSION 83 TOWNSHIP** together with an undivided share in the Common Property apportioned to the Section in accordance with its participation quota.

5. **SOLE UTILIZATION AREA**

2 Covered Parking Bays number \_\_\_\_\_ & \_\_\_\_\_ as indicated on the site plan marked "A" hereto.

The sole utilization areas will be reserved for the use of the owner of the Section in the Management or Conduct Rules of the Body Corporate.

**6. PURCHASE PRICE**

R \_\_\_\_\_ (inclusive of VAT)

( \_\_\_\_\_ )

Subject to the provisions of clause 3 in the Standard Terms and Conditions attached hereto.

**7. DEPOSIT**

**R 3 000.00 (Three Thousand Rand)**

Payable to:

Van der Berg Inc

Bank: Standard Bank

Branch: Constantia

Account No.: 063 267 500

Branch code: 025 309

Reference: Unit: *(insert number)* **ROSEWOOD ON 10<sup>TH</sup>**

**8. BALANCE OF PURCHASE PRICE**

R \_\_\_\_\_

( \_\_\_\_\_ )

**9. LOAN AMOUNT(BOND APPLICATION)**

R \_\_\_\_\_

( \_\_\_\_\_ )

The PURCHASER hereby warrants (guarantees as true) to the SELLER that the abovementioned information is true and correct.

**SIGNED** by the parties on the dates and at the places set out below.

\_\_\_\_\_  
**PURCHASER, who by his/her signature hereto warrants his/her capacity to enter into and sign this Agreement,**

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

Witness: \_\_\_\_\_

Assisted herein insofar as may be necessary by me, the PURCHASER'S spouse, and binding myself to the SELLER as surety for and co-principle debtor *in solidum* with my spouse for his/her obligations in terms of this Agreement.

\_\_\_\_\_  
**SPOUSE of PURCHASER** (If Married In Community of Property)

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

Witness: \_\_\_\_\_

**OR**

\_\_\_\_\_  
**SECOND PURCHASER** (if applicable), who by his/her signature warrants his/her capacity to enter into and sign this Agreement

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

Witness: \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of the **SELLER & BUILDER: (NAMRU 89 CC)**

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

Witness: \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of the **AGENT**

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

## **INSTRUCTION TO INVEST TRUST MONEYS**

*(In respect of a conveyancing transaction)*

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

**TRANSFER FROM:**

**NAMRU 89 CC**  
**Registration Number 1989/033938/23**

**TO, the undersigned:**

1. **Full Names of Purchaser:** \_\_\_\_\_  
**Identity Number** \_\_\_\_\_
2. **Full Names of Purchaser:** \_\_\_\_\_  
**Identity Number** \_\_\_\_\_

**OF : SECTION \_\_\_\_\_ ROSEWOOD ON 10<sup>TH</sup>**

being the Transferee/s in the abovementioned transaction, hereby confirm my/our instructions to Van der Berg Inc to invest with Nedbank Corporate Saver/ Standard Bank, all funds paid to Van der Berg Inc by me/us on account of the purchase price, on the basis that:

1. the amount is invested in a trust savings account or other interest-bearing account;
2. the account contains a reference to Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014);
3. In terms of section 86(5) of the Legal Practice Act No. 28 of 2014, 5% of the interest which accrues on such investment must be paid over to the Legal Practitioners Fidelity Fund and vests in the Fund;
4. the interest which accrues on such investment is to be for the company/close corporation/my benefit and is to be paid to me/us/, after deducting your professional fee and costs for administering the investment, as soon as possible after the date of registration of the above-mentioned transaction;
5. the capital amount invested is to be paid in accordance with the transferor's instructions on the date of registration of transfer.
6. I am aware of the fact that while the funds are so invested with the said bank, the funds are not protected against a possible liquidation of the said bank.

1. \_\_\_\_\_  
**PURCHASER/S SIGNATURE or authorised signatory**

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

2. \_\_\_\_\_  
**PURCHASER/S SIGNATURE or authorised signatory**

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



## STANDARD TERMS AND CONDITIONS

### 1. PURCHASE AND SALE

The SELLER hereby sells to the PURCHASER, who hereby purchases, the Unit for the Purchase Price and on the terms and conditions set out in this Agreement. The Section, subject to 6.2, shall be built in accordance with the Scheme Layout Plan and the Floor Plan together with the specifications and schedule finishes and PURCHASER acknowledges that these may vary depending on supply or civil engineer instructions.

\* \_\_\_\_\_

*Initial*

### 2. INTERPRETATION

In this Agreement unless inconsistent with or otherwise indicated by the context the following words and expressions shall have the meanings assigned to them hereunder:

- |      |                                   |   |
|------|-----------------------------------|---|
| 2.1  | <b>"Act"</b>                      | means the Sectional Titles Act, 1986 (as amended) and all regulations thereunder;   |
| 2.2  | <b>"Agent"</b>                    | means the Agent(s) appointed by the Seller from time to time;   |
| 2.3  | <b>"Agreement"</b>                | means the Standard Terms and Conditions and all annexures hereto as follows:<br>Annexure <b>A</b> -Site Plan<br>Annexure <b>B</b> -Floor plan<br>Annexure <b>C</b> -Schedule of Finishes<br>Annexure <b>D</b> -Draft Body Corporate Conduct Rules |
| 2.4  | <b>"Bond Originating Company"</b> | means the Bond Origination Company appointed by the SELLER if any;  |
| 2.5  | <b>"Builder"</b>                  | <b>NAMRU 89 CC: NHBRC Registration Number 1-147229786</b><br>Physical Address: 1 Bentonite Street, Alrode, Alberton<br>Postal Address: PO Box 123711, Alrode, 1452  |
| 2.6  | <b>"Building/s"</b>               | means the Buildings and all improvements to be erected on the Land in Phases and in accordance with the Scheme Layout Plan and the Floor Plan applicable to each Section in the Scheme situate at ERF 910 RAVENSWOOD EXTENSION 83 TOWNSHIP;       |
| 2.7  | <b>"Common Property"</b>          | means the portions of the scheme not forming part of any Section and/or Unit in the scheme in terms of the Act and excludes any Exclusive Use Areas (if any);   |
| 2.8  | <b>"Deposit"</b>                  | means the Deposit referred to in clause 7 of the Schedule of Particulars;   |
| 2.9  | <b>"Effective Interest Rate"</b>  | means the current Prime Interest Rate of Standard Bank Limited or such other rates as contemplated in 3.6;  |
| 2.10 | <b>"Fixtures and Fittings"</b>    | shall include, but will not be limited to: wall plaster, tiles, plumbing, windows, doors, cupboards, electrical wiring and fittings;  |
| 2.11 | <b>"Floor Plan"</b>               | means the Floor Plan of the Section attached marked <b>"B"</b> and includes the electrical Layout and the specifications and schedule of finishes marked <b>"C"</b> ;   |
| 2.12 | <b>"Guarantee Due Date"</b>       | means 7 (seven) days from being requested by the SELLER'S Conveyancers;   |

2.13	<b>“Estimated Monthly Levy and Local Authority deposits</b>	”means approximately <b>R750.00 (Seven Hundred and Fifty Rand)</b> per Unit <u>per month</u> levy payable to the management agent of the Body Corporate as well as a <u>once off</u> connection deposit (payable on transfer/occupation whichever date is the earliest) of approximately R3000,00 for water and electricity”;
2.14	<b>“Land”</b>	means proposed ERF 910 RAVENSWOOD EXTENSION 83 TOWNSHIP <b>situated at No 104 TENTH AVENUE BOKSBURG 1459, GAUTENG;</b>
2.15	<b>“Loan Amount”</b>	means the Loan Amount referred to in clause 9 of the Schedule of Particulars;
2.16	<b>“Occupation Date”</b>	means date of registration of transfer of the SECTION into the name of the PURCHASER or a date to be agreed upon between the parties in terms of Clause 4 below;
2.17	<b>“Occupational Rental”</b>	means 1 % (One percent) of the Purchase Price per month which amount shall be payable monthly in advance by the PURCHASER to the SELLER (no rates and taxes will be payable by the PURCHASER during the period from date of occupation until date of registration of transfer of the unit into the name of the PURCHASER);
2.18	<b>“Participation Quota”</b>	means the Participation Quota allocated to the Section in the Sectional Plan and upon opening of the sectional title register, the registered Sectional Plan;
2.19	<b>“Plan/s”</b>	means the Floor Plan and the Scheme Layout Plan;
2.20	<b>“Purchase Price”</b>	means the Purchase Price referred to in clause 6 of the Schedule of Particulars;
2.21	<b>“PURCHASER”</b>	means the PURCHASER referred to in clause 2 and 3 of the Schedule of Particulars and includes the PURCHASER’S successors-in-title ( <i>the successive owners of the titled land</i> ), in the context of the use and occupation of the Unit;
2.22	<b>“Rules”</b>	means the management and conduct rules imposed in terms of the Act as amended by the Developer;
2.23	<b>“Scheme”</b>	means the sectional title development scheme in phases in respect of the Buildings to be named <b>ROSEWOOD ON 10<sup>TH</sup></b> , situated at 104 TENTH AVENUE BOKSBURG, 1459, GAUTENG.
2.24	<b>“Scheme Layout Plan”</b>	means the Site Layout Plan attached marked <b>“A”</b> ;
2.25	<b>“Section”</b>	means Section/Unit referred to in clause 4 of the Schedule of Particulars;
2.26	<b>“Sectional Plan/s”</b>	means the approved Sectional Plan registered as SG No D643/2014;
2.27	<b>“SELLER”</b>	means the SELLER referred to in clause 1 of the Schedule of Particulars;
2.28	<b>“SELLER’S Conveyancers”</b>	means <b>Van Der Berg Inc</b> Tel: (021) 424-7004 or (011) 462-9583, Fax: (021) 424-1991 / 0866 764 897 or info@vdblaw.co.za;

- 2.29 **“Signing Date”** means the date of signing of this Agreement by the PURCHASER;
- 2.30 **“Sole Utilization Area”** means the Sole Utilization Area referred to in clause 5 of the Schedule of Particulars to be allocated for sole use by the PURCHASER in the Management or Conduct Rules of the Body Corporate;
- 2.31 **“Structure”** means the foundations, brickwork, concrete and reinforcing and shall expressly exclude wall plaster;
- 2.32 **“Unit”** means the Section together with its undivided share in the Common Property determined in accordance with the Participation Quota and the Sole Utilization Area allocated to the Section in terms of this Agreement and the Rules.

### 3. PURCHASE PRICE AND PAYMENT

- 3.1 The Purchase Price shall be payable as follows:
- 3.1.1 The Deposit shall be payable as follows:-  
**R3 000, 00 (Three Thousand Rand)** to be paid on signature of the agreement to the SELLER'S Conveyancers, to be held in Trust pending registration of transfer, the deposit to be refunded to the PURCHASER in the event that the suspensive conditions (*a condition which must be fulfilled before an obligation/agreement is enforceable*) as contained in clause 12 and 22 in the agreement are not met.
- 3.1.2 The balance of the Purchase Price shall be payable against registration of transfer of the Unit into the name of the PURCHASER and shall be secured on or before the Guarantee Due Date either:
- 3.1.2.1 by payment in cash to the SELLER'S Conveyancers; or
- 3.1.2.2 by a bank guarantee approved by the SELLER, drawn in favour of the SELLER or its nominee and expressed to be payable at JOHANNESBURG free of exchange, set off or deduction against transfer. Such guarantees shall be delivered to the SELLER'S Conveyancers on or before the Guarantee Due Date.
- 3.2 The SELLER'S Conveyancers shall invest any amounts paid to them in terms of 3.1.1 or 3.1.2 in the PURCHASER'S name in an interest-bearing account subject to the provisions of Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014). The capital amount of the Deposit shall be paid to the SELLER against registration of transfer and the interest earned thereon, after deduction of the SELLER'S Conveyancers' professional fee for administering the investment, shall be paid to the PURCHASER.
- 3.3 The SELLER shall be entitled, in its sole and absolute discretion, to allocate any amounts received from or for the account of the PURCHASER to the payment of any debt or amount owing by the PURCHASER to the SELLER in terms hereof. If the SELLER fails to make any such allocation all amounts paid shall be deemed to have been allocated firstly to the payment of interest, secondly to the payment of amounts other than the Purchase Price due in terms hereof as well as overdue occupational rent if applicable and finally to payment of the Purchase Price.
- 3.4 The Purchase Price is inclusive of value added tax and includes all costs of transfer subject to the provisions of clause 9.3 below.
- 3.5 If the PURCHASER fails to pay any amount due in terms hereof on or before the due date, such amount shall bear interest at the Effective Interest Rate from the due date for payment to the actual date of payment.
- 3.6 If the published prime overdraft rate of Standard Bank Limited is varied from time to time, the Effective Interest Rate shall likewise be varied.

#### **4. OCCUPATION AND OCCUPATIONAL RENTAL**

- 4.1 The PURCHASER shall be entitled to occupation of the Unit from the Occupation Date specified in 2.16, or on such a date prior to the transfer date, to be agreed upon between the parties.
- 4.2 From the Occupation Date until date of registration of transfer, the PURCHASER shall pay Occupational Rental. Such Occupational Rental shall be paid:
  - 4.2.1 On the Occupation Date for the period from the Occupation Date until the last day of month in which the Occupation Date falls; and
  - 4.2.2 Thereafter monthly in advance on the first day of each and every succeeding month.
- 4.3 If the Occupation Date falls on a day other than the first day of a month, the Occupational Rental payable in terms of 4.2.1 shall be adjusted proportionately.
- 4.4 If a dispute arises between the parties as to whether the Unit is occupiable on the Occupation Date, the dispute shall be resolved by the SELLER'S engineer, whose decision shall be final.
- 4.5 From date of registration of transfer of the SECTION into the name of the PURCHASER, the PURCHASER's liability to pay occupational rental in terms of clause 4.2 above will cease and the PURCHASER will be entitled to a pro rata refund of any occupational rent paid in advance beyond the date of registration, subject to the charges in clause 5.3 and 10.2 below.

#### **5. CONDITIONS OF OCCUPATION**

From the Occupation Date the PURCHASER shall, until the date of registration:

- 5.1 Comply with the provisions of the Act and of the Rules which will be applicable to the Scheme on the basis that the SELLER shall, until the body corporate comes into being, enjoy the same rights and powers as the body corporate and the trustees enjoy in terms of such Rules;
- 5.2 Waive all claims against the SELLER for any loss or damage to property or for any injury to person/s which the PURCHASER may sustain in or about the Section, the Building or the Common Property and shall, subject to the provisions of the Consumer Protection Act no 68 of 2008, indemnify the SELLER against any such claim that may be made against the SELLER by any member of the PURCHASER'S family or the PURCHASER'S invitees, employees or agents for any loss or damage to property or injury to persons suffered in or about the Section, the Building or the Common Property howsoever such loss or damage to property or injury to person may be caused;
- 5.3 Pay on demand all charges raised by the relevant Local Authority for the commission and provision of services supply to the unit as well as all charges in respect of other municipal services consumed or utilised in respect of the Unit, on or before due date provided that if the PURCHASER fails to pay any such amount, the SELLER shall be entitled to make payment thereof on the PURCHASER'S behalf and to recover same from the PURCHASER together with interest at the Effective Interest Rate from the date on which such amount is disbursed by the SELLER to the date upon which it is recovered. A pre-paid electricity meter will be installed in the Unit and the electricity consumption charges will be for the account of the PURCHASER.
- 5.4 Not do or permit to be done any act, matter or thing as a result of which any insurance policy held by the SELLER in respect of the Buildings may be rendered void or voidable or as a result of which the premiums in respect thereof may be increased;
- 5.5 Not make any alterations to the interior or exterior of the Section of whatsoever nature save insofar as for provided in clause 5.5.1 below:

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- 5.5.1 Should however the PURCHASER apply to the SELLER and in the event of the SELLER granting written permission to the PURCHASER to install burglar proofing of whatsoever nature in the Section, such installation will be at the PURCHASER's risk and costs and in accordance with the SELLER's specifications and in the event of this agreement being cancelled by no default of the SELLER prior to registration of transfer, the aforesaid installation will become the property of the SELLER and the PURCHASER shall have no claim against the SELLER for such an installation;
- 5.5.2 Any and all alterations to the Section after date of registration of transfer shall be in accordance with the Body Corporate Rule and National& Municipal legislation and only with prior written consent of the Body Corporate;
- 5.6 Maintain the Section in a clean and orderly condition;
- 5.7 Be liable for and pay to the SELLER or the appointed managing agent monthly in advance on the first day of each and every month the Estimated Monthly Levy calculated on the basis of the Participation Quota in respect of the actual total costs of managing, operating, administering, repairing, servicing and maintaining the Common Property including, without restricting the generality of the abovementioned, sewerage and sanitation, insurances of every description as determined by the SELLER, services, salaries, wages, licences, care and maintenance of the Common Property, the cost of water and electricity consumed in the Common Property, wages and other expenses and administration costs, including the cost of collection and recovery of the said costs (all of which costs and charges are hereinafter referred to as "total costs"). It is recorded that the total costs have been estimated and that in the event of such costs being greater than the actual costs incurred the excess shall be paid to the body corporate on its establishment in order to create a reserve. In the event of the estimate being less than the actual costs incurred, which specifically also include bulk electricity to the scheme, the shortfall shall be distributed in accordance with the Participation Quota to each owner in the Scheme and be payable by each owner when called upon to do so;
- 5.8 Shall prior to taking occupation of the section, arrange with the SELLER to inspect the Unit and furnish the SELLER with a list of defects in the Section (**the Snag List**) and the Seller undertakes to repair such defects prior to occupation of the Section. The PURCHASER is required to sign the due compliance with the Snag list prior to taking occupation of the Section and prior to signature of the transfer documents. The SELLER furthermore undertakes to repair any patent (*a defect that is, or should reasonably be, easily identifiable upon inspection of the goods or property*) and latent (*a defect in an article that is not apparent after ordinary inspection by a "reasonable man"*) defects. The PURCHASER has to notify the SELLER before the expiry of 6 months after registration of transfer if there are any material defects in the SECTION so as to afford the SELLER the opportunity to address such defects if any;
- 5.9 Not be entitled to let or otherwise part with possession and occupation of the Section and shall be obliged to occupy the Section together with his immediate family, unless:
- 5.9.1 the PURCHASER has obtained the prior written consent of the SELLER which shall not unreasonably be withheld;
- 5.9.2 the PURCHASER has provided the SELLER with the full names and details of the tenant/occupier that the PURCHASER intends to let or grant possession and occupation of the Unit to;
- 5.9.3 the PURCHASER has provided the SELLER or the managing agent with a copy of the lease agreement entered into between the PURCHASER and his tenant/occupier, which agreement must include a clause stipulating that such tenant/occupier will be bound by the Rules;
- 5.9.4 the PURCHASER hereby undertakes and guarantees that he/she, his tenant and/or occupier will duly comply with all the Rules;
- 5.9.5 the PURCHASER hereby indemnifies the SELLER against and agrees to be held liable for, any damages or loss that the SELLER may suffer as a result of the PURCHASER'S tenant's or occupier's failure to comply with the Rules; and
- 5.9.6 the PURCHASER hereby agrees to accept liability and consents to be liable, for the purposes of this clause 5, for any legal costs on attorney and own client scale, incurred by the SELLER or the managing agent to enforce the Rules against the PURCHASER and/or his tenant/occupier.

\*  
Initial

\*  
Initial

5.10 prior to the transfer of the SECTION to the PURCHASER not sell or otherwise alienate the Unit except with the prior written consent of the SELLER which shall not unreasonably be withheld, and the SELLER will not grant consent to the simultaneous transfer of this unit to the PURCHASER, together with any subsequent transfer to a third party;

5.11 acknowledge that on the Occupation Date the Common Property and other sections may be incomplete and the PURCHASER and other occupiers must necessarily suffer inconvenience from building operations and from the noise and dust resulting therefrom and that the PURCHASER shall have no claim whatsoever against the SELLER by reason of any such inconvenience, provided that such inconvenience is not caused by the intentional or grossly negligent acts of the SELLER or its agent/s or its employee/s.

\*  
\_\_\_\_\_  
Initial

## 6. CONDITIONS OF SALE

6.1 The PURCHASER shall be obliged to accept transfer of the Unit subject to the conditions, reservations and servitudes contained in the sectional title register and the SELLER, the local authority or any other authority may impose such conditions of sectional title.

6.2 If the measurements of the Section as stipulated herein differ from those contained in the sectional plan registered by the Registrar of Deeds, the Purchaser shall nevertheless accept transfer of the Unit as set out in the registered sectional plan, if the discrepancy is less than 7% (seven percent), and the Seller shall be deemed to have complied with its obligations in respect of this agreement, notwithstanding any such discrepancy. However, if the discrepancy is more than 7% (seven percent), the Purchaser may cancel this agreement, in which event it shall be entitled to a refund of all money paid by it to the Seller, but shall have no other claim whatsoever against the Seller.

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\_\_\_\_\_  
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6.3 The roof and superstructure is NHBRC guaranteed.

\*  
\_\_\_\_\_  
Initial

Subject to 5.8 and 6.3 above the SELLER shall be liable for the rectification of any patent or latent defects as per clause 5.8 above relating to the Common Property or the Section before the expiry of a period of 6 months from date of transfer of the SECTION into the name of the PURCHASER.

\*  
\_\_\_\_\_  
Initial

6.4 The PURCHASER acknowledges that annexure A hereto represents the current Scheme Layout Plan, but that the SELLER has however submitted annexure A hereto to the relevant authority for approval.

6.5 The PURCHASER warrants (guarantees as true) that all outstanding tax returns have been submitted to the Receiver and all outstanding tax amounts have been paid to the Receiver, to enable the PURCHASER to take transfer of the SECTION, failing which the SELLER reserves its rights in terms of clause 9.2 and clause 11 of this agreement.

6.6 If the PURCHASER cancels the sale agreement or is the cause of the lapsing of bond approval due to no fault of the SELLER, the SELLER reserves its rights in terms of clause 11 below.

## 7. SECTIONAL PLANS AND RIGHT OF EXTENSION OF SCHEME

7.1 **The PURCHASER acknowledges that the Sectional Plans of Extension of Scheme have not been approved and hereby agrees that the exact boundaries of the Section forming a part of the Unit shall be those shown on the final approved Sectional Plans of Extension and the SELLER warrants (guarantees as true) that they will be substantially in accordance with those set out in the annexures hereto, and that the undivided share of the Common Property appointed to the Section shall be in accordance with the Participation Quota which is ultimately determined in terms of the Act upon approval and registration of the Sectional Plans;**

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Initial

7.2 The PURCHASER acknowledges that it is aware that the SELLER may decide to develop this Development in stages by erecting and completing from time to time further buildings on specified parts of the common property, to divide such buildings into sections and common property and confer the of

exclusive use(if any) over parts of such common property upon the owner or owners of one or more of such sections and to reserve its right in this regard in accordance with the provisions of Section 25(1) of the Act.

- 7.3 The PURCHASER shall be obliged to allow the SELLER or its successor in title ("the developer") to exercise its rights to develop the sections in the manner envisaged here, and shall not be entitled to interfere with or obstruct the developer in any way from erecting the said buildings on the common property.
- 7.4 The PURCHASER warrants (guarantees as true) that he is aware that the developer may elect to vary the building lay-out plan and the sectional title plan by interchanging units reflected on the building lay-out plan. In so far as may be necessary, the PURCHASER hereby agrees to accept such variation and authorise the developer to vote at any meetings on his behalf to amend the participation quotas of the Scheme in order to reflect the said amendment.

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Initial

## **8. OPENING OF THE SECTIONAL TITLE REGISTER OR EXTENSION OF SCHEME**

The parties record that it is not possible for the SELLER to pass transfer of the Unit to the PURCHASER until such time as the Sectional Title Plan is finally approved. Accordingly:

- 8.1 The SELLER undertakes, within a reasonable time and at its own expense, to take such steps as may be reasonably necessary to obtain approval of the Scheme and the opening of the sectional title register of Extension of Scheme;
- 8.2 In spite of anything to be contrary herein contained, if the sectional title register of extension of scheme is not opened within 24(Twenty Four) months of the Signature Date or 6 (Six) months from the Occupation Date, whichever is the later or such further period as may be agreed in writing between the parties, the PURCHASER and the SELLER shall respectively be entitled to unilaterally declare this Agreement null and void in which event:
- 8.2.1 The PURCHASER and every person claiming occupation through the PURCHASER shall vacate the Section and the PURCHASER shall redeliver the Section to the SELLER in the same good order and condition as at the Occupation Date, fair wear and tear excepted;
- 8.2.2 The SELLER or the SELLER'S Conveyancers shall refund to the PURCHASER any Deposits paid by the PURCHASER in terms hereof;
- 8.3 The Participation Quota for the residential Unit of the Scheme shall be determined as a percentage expressed to 4 (FOUR) decimal places, and arrived at by dividing the floor area, correct to the nearest square metre, of the Section into the floor area, correct to the nearest square metre, of all the sections in the Buildings comprised in the Scheme.

## **9. TRANSFER OF THE UNIT AND TRANSFER, BOND & OTHER FEES**

- 9.1 It is the SELLER'S intention that transfer of the Unit shall be affected by the SELLER'S Conveyancers simultaneously with the opening of the sectional title register or as soon thereafter as may be reasonably possible.
- 9.2 The PURCHASER shall, within 5 (Five) days of being called upon to do so by the SELLER'S Conveyancers at a reasonable time (having regard to the date when transfer can and should be given) furnish all such information, sign all such documents and pay all such amounts as may be necessary or required to enable the SELLER'S Conveyancers to pass transfer of the Unit.
- 9.3 The costs of transfer and bond registration (but excluding any fees charged by the Bank and without effecting the generality of the aforesaid it shall specifically exclude Bond Initiation Fees charged by the Bank as well as the cost of an individual insurance certificate for the Unit, should the Purchaser's Bank require such a certificate), shall be borne by the SELLER, provided that:

- 9.3.1 if the PURCHASER fails to respond timeously to the notice referred to in paragraph 9.2, the PURCHASER shall, on expiry of the notice become liable for and pay the said transfer and bond costs;
- 9.3.2 the PURCHASER'S bank/financial institution granting the loan, instructs the SELLER'S Conveyancers or their nominees, which has been approved by the SELLER, to attend to the registration of the first mortgage bond. Should the PURCHASER'S bank/financial institution instruct another firm of attorneys to attend to the registration of the said bond, the PURCHASER will be liable for and pay the said transfer and bond costs; and
- 9.3.3 the PURCHASER uses the services of the Bond Originating Company(if any) nominated by the SELLER to apply for and obtain a mortgage bond as contemplated in clause 12, unless specifically waived by the SELLER.
- 9.4 Subject to the provisions of the Act, the PURCHASER shall not, by reason of any reasonable delay or delay caused by the SELLER in the transfer of the Unit to him/her, be entitled to cancel this Agreement or to refrain from paying, or suspend payment of, any amount payable by him/her in terms of this Agreement or to claim and recover from the SELLER any damages or compensation or any remission of Occupational Rental.
- 9.5 A monthly levy is payable by the Purchaser to the Body Corporate Management Agent from date of transfer or date of occupation, whichever is the earliest.
- 9.6 A once off water and electricity connection deposit is payable to the Body Corporate Management Agent on date of registration or date of occupation, whichever date is the earliest.

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## **10. RISK, RATES & TAXES AND DAMAGE AND DESTRUCTION**

- 10.1 All benefit of and risk in and to the Unit shall pass to the PURCHASER on the Occupation Date.
- 10.2 From the date of registration of the Section into the name of the PURCHASER, the PURCHASER shall become liable for the rates and taxes levied on the Section by the Local Authority. The SELLER shall be entitled to a pro rata refund for rates and taxes paid in advance beyond the date of registration of transfer of the Section into the name of the PURCHASER.
- 10.3 In spite of the provisions of 10.1 if, before the body corporate comes into existence, the Building is damaged or destroyed in such a way that:
- 10.3.1 the PURCHASER is (or the parties agree that he/she will be) deprived of beneficial occupation of the Section for a period in excess of 3 (three) months either party shall have the right by notice to the other to cancel this Agreement; or
- 10.3.2 If any other sections in the Building are damaged or destroyed and the SELLER reasonably considers it advisable to terminate the Scheme the SELLER shall have the right, by notice to the PURCHASER, to cancel this Agreement, and in either event the provisions of 8.2 above shall apply *mutatis mutandis*.
- 10.4 In spite of the provisions of the Rules, the SELLER shall, unless the Agreement has been cancelled in terms of 10.3 above, apply any insurance proceeds received by it in respect of the damage or destruction of the Building to the repair and reinstatement of the Section and any other damaged sections but shall not, in any way whatsoever, be liable to the PURCHASER if there are no such proceeds or if such proceeds are inadequate to completely repair and reinstate the Section.
- 10.5 It is recorded that the SELLER shall, before the body corporate comes into existence, insure the Buildings against such risks and for such amounts as it may in its sole discretion determine.
- 10.6 It is recorded that the PURCHASER'S bank or any other PURCHASER's bank may require, before the retention on any bond may be uplifted, that the buildings, despite the body corporate not having come into existence, are insured for the replacement value thereof and the SELLER shall be liable for the costs of such insurance from date of occupation and the costs of obtaining the necessary insurance

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*Initial*



certificate as may be required by such bank only in respect of the buildings. Should the bank require individual certificates for each Unit, the PURCHASER shall be liable for the payment of the costs to obtain an insurance certificate for the Unit from the insurer.

## **11. BREACH BY PURCHASER**

If the PURCHASER defaults in the payment of any sum whatsoever payable by him/her in terms hereof or breaches any of his other obligations (all of which are agreed to be material) hereunder or in terms of the Act or the Rules and fails to remedy such default or breach within **7 (SEVEN) days** of written notice requiring the remedy of such default or breach, the SELLER shall be entitled, without prejudice to any other rights available to it in terms of this Agreement or in law:

- 11.1 To claim and recover from the PURCHASER forthwith the whole of the balance of the Purchase Price then outstanding together with interest thereon reckoned as herein before provided up to the date of payment of such balance as well as all other sums for which the PURCHASER may then be liable in terms of this Agreement, including, but not limited to, any costs (as between attorney and own client) incurred by the SELLER in exercising its rights under or enforcing the provisions of this Agreement in addition to costs of attendance whether action has been instituted or not, and including costs of tracing; provided that the PURCHASER fails to make payment as provided for in terms of this sub-clause, the rights of the SELLER under this Agreement shall not be exhausted and the SELLER shall despite the election to claim immediate payment be entitled to exercise any of the rights available to it in terms hereof or at law; or
- 11.2 To cancel this Agreement, repossess the Section and claim from the PURCHASER such damages as it may have sustained by reason of the cancellation; or
- 11.3 To cancel this Agreement, repossess the Section and the SELLER will claim any damages( which will not significantly exceed the harm suffered by the SELLER) suffered as a consequence of such cancellation and off set such damages against all amounts which the PURCHASER has paid in terms hereof, in which event the PURCHASER shall be deemed to have authorized the SELLER'S Conveyancers to pay to the SELLER any such damages from deposits paid in terms of this agreement and invested by the SELLER'S Conveyancers on his behalf.

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## **12. LOAN**

- 12.1 This Agreement is subject to the suspensive condition ( *a condition which must be fulfilled before any obligation/ agreement is enforceable*), that the PURCHASER is able to raise a loan for an amount of not less than the Loan Amount against the security of a first mortgage of the Unit at and upon prevailing bank rates and conditions within **21 (Twenty One)** days of the Signing Date or such later date as the SELLER may determine by giving written notice to the PURCHASER, failing which this Agreement shall lapse and be of no further force or effect and the parties shall be restored to the status *quo ante* (*position they were in*) and the deposit paid will be refunded to the PURCHASER. This condition shall be deemed to be fulfilled immediately a letter is issued by a bank/financial institution stating that the loan has been approved in principle.
- 12.2 The PURCHASER undertakes to do all things reasonably necessary to obtain a loan for the Loan Amount. In giving this undertaking the PURCHASER warrants (guarantees as true) the accuracy of the financial information provided by him/her.
- 12.3 If the PURCHASER fails to do all things reasonably necessary to obtain a loan or fail to comply with or accept any condition reasonably imposed by any potential lender, he/she shall be deemed to be in breach of this Agreement and the SELLER shall be entitled at its election to regard this suspensive condition as having been fulfilled and may exercise its rights in terms of clause 11.
- 12.4 The SELLER is hereby authorize irrevocably and in *rem suam* on behalf of the PURCHASER (*the Purchaser mandates the Seller to act in its place or to do certain things on its behalf in respect of these obligations, and the mandate may not be withdrawn*) to sign all and any necessary documents or

applications to a financial institution in respect of the applicant for the loan should the PURCHASER fail to do so.

- 12.5 Nothing herein contained shall preclude the PURCHASER from making his own arrangement for the raising of a loan for the Loan Amount.
- 12.6 The PURCHASER warrants (guarantees as true) that his financial position is such that having regard to the criteria or requirements usually applied by financial institutions, his application for a loan will not be refused.
- 12.7 The PURCHASER, shall at any time prior to the due date for fulfilment thereof, be entitled to waive such condition by written notice to the SELLER and in such event the PURCHASER will be obliged to furnish guarantees as provided in paragraph 2.12.
- 12.8 Should the PURCHASER, for whatsoever reason including but not limited to the bank / financial institution withdrawing from such loan due to non- affordability, no longer be in a position to secure the loan amount after the approval thereof as referred to in clause 12.1 above, the SELLER and Conveyancer will be entitled to charge a fair cancellation fee for such cancellation of agreement:
- 12.8.1 the balance deposit (if any) shall be repaid to the PURCHASER minus the fees as referred to in clause 12.9 above; and
- 12.8.2 the PURCHASER shall be liable for and pay on demand the pro rata transfer and bond costs incurred until date of such breach.
- 12.9 Should the bank notify the PURCHASER after approval that the bond will lapse due to non- compliance by the PURCHASER of the requisite administrative conditions of the bond, and the bond so lapses due to the failure of the PURCHASER to comply, then the SELLER reserves its rights in terms of Clause 11 of this agreement.

### **13. DOMICILIUM (*Address for service of notices*)**

- 13.1 The parties choose their *citandi et executandi* for all purposes under this Agreement whether in respect of court process, notices or other documents or communications of whatsoever nature, at the following addresses:
  - 13.1.1 the SELLER:

Physical address, Facsimile and email: as per clause 1. of the Schedule of Particulars
  - 13.1.2 PURCHASER:

Physical address, Facsimile and email: as per clause 2 and/or 3. of the Schedule of Particulars
- 13.2 Any party shall be able to change his *domicilium citandi et executandi* by written notice to the other. Such change of *domicilium citandi et executandi* shall take effect on the fourteenth day after the delivery to the other parties of the notice referred to therein.
- 13.3 All notices in terms of this Agreement shall be in writing and shall be either:
  - 13.3.1 Delivered by hand to the *domicilium citandi et executandi* of the other party, in which case it shall be deemed to have been given and such other party shall be deemed to have been informed of the contents of the notice when the notice is so delivered; or
  - 13.3.2 Posted by prepaid registered post to such other party at the *domicilium citandi et executandi* of the other party, in which case it shall be deemed to have been given to the other party and such other party shall be deemed to have been informed of the contents of the notice on the seventh day after posting.

## **14. GENERAL**

- 14.1 This Agreement represents the entire agreement between the parties. No other terms, conditions, stipulations, undertakings, representations or warranties shall be of any force or effect save as expressly included herein. No variation of or addition to or consensual cancellation of this Agreement and no waiver by the SELLER of any of its rights hereunder shall be of any force or effect unless reduced to writing and signed by or on behalf of both parties.
- 14.2 If more than one person as PURCHASER signed this Agreement the obligations of all the signatories shall be joint and several (*each debtor or each judgement defendant is responsible for the entire amount of the debt*). If this Agreement is not signed by all the persons named as PURCHASERS, this Agreement shall nonetheless be and shall remain binding on the PURCHASERS who have signed this Agreement.
- 14.3 No latitude, extension of time or other indulgence which may be given or allowed by the SELLER to the PURCHASER in respect of any of its obligations in terms of this Agreement shall constitute a waiver, abandonment or novation of the SELLER'S rights in terms hereof.
- 14.4 The PURCHASER shall pay all costs and charges incurred by the SELLER including attorney and own client charges and collection commission incurred by the SELLER in recovering any amount due in terms of this Agreement or in enforcing any provision of this Agreement.

## **15. CAPACITY OF PURCHASER**

- 15.1 Should the PURCHASER be married in community of Property he/she warrants (guarantees as true) that his/her spouse shall forthwith countersign this Agreement where indicated at the foot hereof and thereby:
- 15.1.1 contractually assist him/her herein as far as may be necessary, if at all; and
- 15.1.2 bind him/herself as surety and co-principal debtor jointly and severally with him/her for all his/her obligations arising from this Agreement; and
- 15.1.3 commit him/her also to assist and so bind him/her in respect of the PURCHASER'S application and to obtain a mortgage loan/s and in respect of the mortgage loan/s itself, as contemplated in Clause 12 hereof, should any proposed mortgagee so require.
- 15.2 Should there be a plurality of PURCHASER'S in terms of this Agreement, their obligations arising from this Agreement shall be joint and several.
- 15.3 Should the PURCHASER sign this Agreement as trustee or agent for a company or close corporation to be formed, the signatory shall be deemed to be personally liable in terms of this Agreement should the company or close corporation not be incorporated or not ratify and adopt this Agreement within 30 (thirty) days of the date of signature hereof. Upon incorporation and ratification as aforesaid, the PURCHASER by his signature hereto bind himself as surety for and co-principal debtor *in solidum (a promise by one party (the guarantor) to assume responsibility for the whole debt obligation of a borrower if that borrower defaults)* with the company or close corporation for the due and punctual performance by the company or close corporation PURCHASER of its obligations arising out of this Agreement. The PURCHASER shall be obliged to furnish the SELLER'S Conveyancers with written proof of such incorporation and ratification within 10 (ten) days of such incorporation and adoption, failing which the signatory shall be the PURCHASER in his/her personal capacity.

## **16. COOLING OFF PERIOD AND ACCEPTANCE**

The PURCHASER may, within five (5) business days after signing this Agreement, revoke the same by written notice of the PURCHASER'S revocation/termination signed by the PURCHASER and delivered to the Agent or the SELLER within the above prescribed period. This Agreement shall be binding on the

SELLER only when duly signed by it until which time no obligation or liability on the part of the SELLER shall be deemed to exist.

## **17. JURISDICTION**

The SELLER and the PURCHASER hereby consent in terms of Section 45 of the Magistrate's Court Act, No 32 of 1944, as amended, to the jurisdiction of any Magistrate's Court having jurisdiction over their respective person under section 28 of the above Act, to determine any action or other legal proceedings arising out of this Agreement. In spite of anything aforesaid, the SELLER shall not be bound to bring any action arising from this Agreement in nor before a Magistrate's Court, but may do so in any other court of competent jurisdiction should it so wish.

## **18. MANAGING AGENT**

It is recorded that the SELLER shall appoint the managing agent to manage the Scheme on behalf of the Body Corporate.

## **19. REFEREE**

If the PURCHASER disputes any decision of or matter certified by the SELLER'S engineer in terms of this Agreement, a referee shall determine such disputes that shall be an engineer agreed upon between the parties and, failing agreement, nominated by the Institute of South African Engineers. The said referee shall act as an expert and not as an arbitrator and shall accordingly not be bound by any rules of court and/or arbitrators. The said referee shall be entitled to determine whether, how, where and when submissions are to be made to him/her, it being the intention of the parties that any such disputes shall be determined at the minimum cost and with the minimum delay possible in the circumstances. Any decision of the said referee, including any decision as to costs, shall be final and binding upon the parties and shall not be open to dispute by either of them.

## **20. SELLER'S RIGHT**

20.1 Pending establishment of the body corporate the SELLER shall be entitled to:

20.1.1 make Management and Conduct Rules for the use and enjoyment of the Common Property and it is specifically herewith indicated that the property hereby conveyed and the Scheme known as ROSEWOOD ON 10<sup>th</sup> as a whole shall be a pet free environment and NO pets of whatsoever nature will be allowed;

20.1.2 enter the Section at all reasonable times or to authorise its agents or workmen so to enter to inspect same or to carry out repairs;

20.1.3 to exercise all the rights and powers which a body corporate would be entitled to exercise in terms of the Act in respect of the Building, the Land and the owners and/or occupants of sections.

20.2 The PURCHASER hereby appoints the SELLER or the SELLER'S nominee, (*the Purchaser mandates the Seller to act in its place and the mandate may not be withdrawn*) and in rem suam and with power of substitution, to be his lawful agent and attorney to convene such meetings of the body corporate as it deems necessary and there to vote as the PURCHASER'S proxy in favour of any resolution of the body corporate to amend the Rules or pass any other resolution as may be required:

20.2.1 by any bondholder for the grant of its consent to the opening of the sectional title register;

20.2.2 by the local or provincial authority and/or by a mortgagee prior to the grant of a sectional mortgage bond over a Unit in the Scheme;

- 20.2.3 by the SELLER in order to ensure the proper and efficient management and control of the Scheme, or to ensure that the SELLER is able to exercise in full its rights to develop the Scheme further and to do all things and sign all documents on the PURCHASER'S behalf to give effect to such resolution.

## **21. CESSION OF RIGHTS**

- 21.1 The SELLER hereby undertakes wherever possible to cede to the body corporate all its rights in respect of any guarantees or warranties provided to the SELLER by contractors employed by it during the construction of the Scheme.
- 21.2 If any right is ceded in terms of 21.1 above, the PURCHASER acknowledges that the sole right to prosecute any claim in terms of any warranty shall vest in the body corporate only. The PURCHASER therefore waives any claim which it might otherwise have had against the SELLER in respect of any defect in workmanship or materials covered by the warranty or guarantee ceded to the body corporate by the SELLER; provided that this clause shall not affect any claim the PURCHASER may have against the SELLER in terms of clause 5.8;
- 21.3 Insofar as may be necessary, the PURCHASER hereby authorises and directs the body corporate, when established, to accept any cession of the SELLER'S rights included in any warranty by any contractor as contemplated herein.

## **22. SUSPENSIVE CONDITION**

- 22.1 This entire agreement is subject to the suspensive condition (*a condition which must be fulfilled before an obligation/ agreement is enforceable*) that if the SELLER is not able to sell at least **80%** of the units in all phases in the sectional title scheme by **no later than 31 December 2019** then the SELLER shall have an option of 30(thirty) days after the aforesaid date to declare this Deed of Sale null and void and of no further force and effect whereupon the deposits paid by the PURCHASER will be refunded to the PURCHASER.
- 22.2 This condition is inserted for the benefit of the SELLER and may be waived by it at any time.

## **23. NHBRC/ELECTRICITY & GAS CERTIFICATES**

- 23.1 The SELLER will on behalf of the PURCHASER obtain the NHBRC enrolment certificate and will abide by all the rules and regulations imposed by the NHBRC from time to time;
- 23.2 THE SELLER will provide the PURCHASER with the Electricity and Gas Certificates (if applicable) as provided for by law.

## **24. CONSUMER PROTECTION ACT**

In as far as the CONSUMER PROTECTION ACT NO 68/2008 (CPA) is applicable to this agreement:

- 24.1 The CPA Act should be read together with this agreement;
- 24.2 In as far as any clauses are considered to be irreconcilable with the Act, those clauses shall be deemed to be severable from this agreement; and
- 24.3 The Purchaser acknowledges that his attention has been drawn to any clauses that might be deemed to be a limitation of his rights.

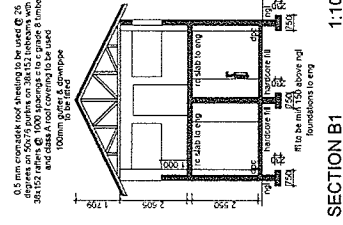
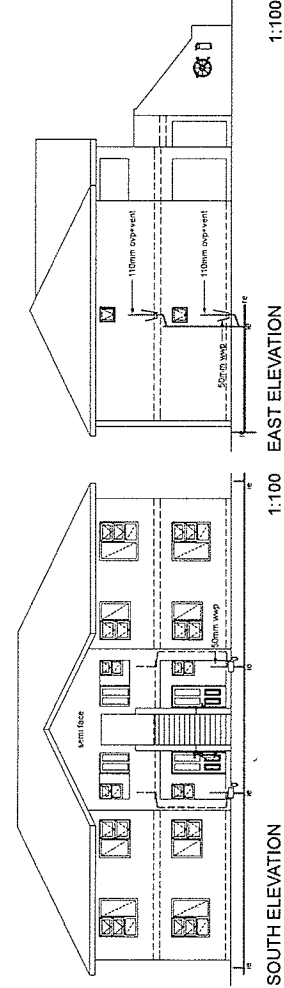
### **\*Footnote:**

**I acknowledge that my attention has been drawn to the clauses marked \*, which may adversely affect my legal position.**

# ANNEXURE A

UNIT NUMBER:

0.5 mm corrugated roof sheeting to be used @ 25 degrees on 50/75 purlins on 38x152 rafters @ 1000 spacings to e grade & timber 100mm glulam & 50mm pvc

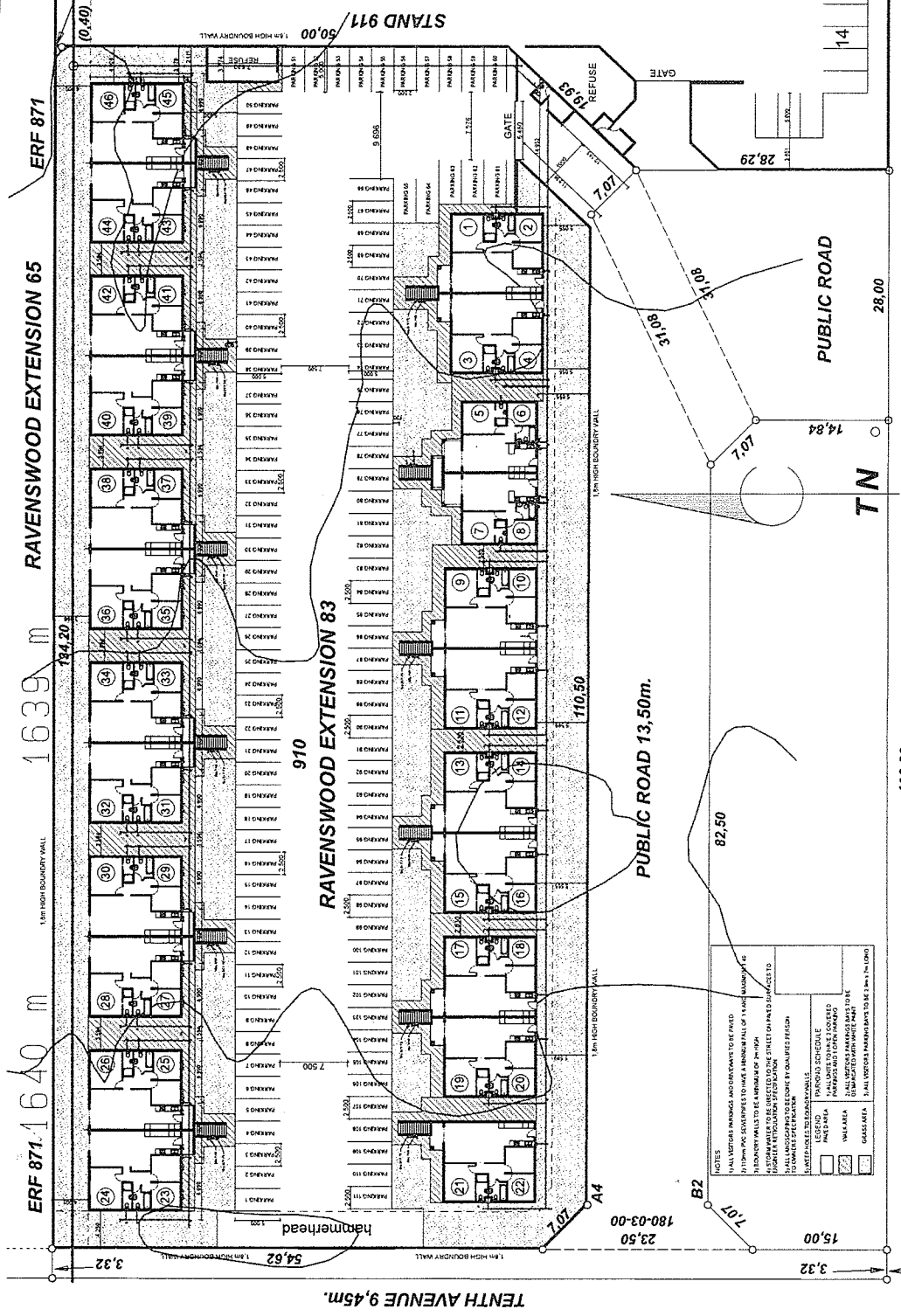


SECTION B1 1:100

SECTION A1 1:100

EAST ELEVATION 1:100

SOUTH ELEVATION 1:100



SITE DEVELOPMENT PLAN 1:250

ROSEWOOD ON 10TH - 28/11/2018

<b>GENERAL NOTES</b> 1 DRAWINGS PREPARED ON BASIS OF SURFACE EXAMINATION ONLY ALL LEVELS AND DIMENSIONS TO BE TAKEN FROM THE SURFACE 2 OWNER IS RESPONSIBLE FOR BUILDING WORK 3 ALL WORK IN ACCORDANCE WITH NATIONAL BUILDING REGULATIONS & LOCAL AUTHORITY BY LAWS 4 N.B. DRAWINGS TO BE SUBMITTED TO & APPROVED BY N.B. 5 READ FIGURED DIMENSIONS IN PREFERENCE TO SCALING 6 GRASS FINISH TO ALL FLOORS, FLOOR FINISH TO MATERIAL TO OWNER'S SPEC 7 FINISHED FLOOR LEVEL TO BE MIN. 150mm ABOVE NGL 8 FINISHED FLOOR LEVEL TO BE RECTIFIED WITH ARCHITECT OR ELECTRICAL 9 FINISHED FLOOR LEVEL TO BE DONE BY QUALIFIED ELECTRICAL  10 MINIMUM FALL 1:50 MAX FALL 1:40 11 ALL ELECTRICAL WORK TO BE DONE BY QUALIFIED ELECTRICAL  12 DRAINAGE NOTES 13 ALL DRAINAGE WORK TO BE DONE BY QUALIFIED DRAINAGE CONTRACTOR 14 ALL LIES TO HAVE MARKED COVERS AT GROUND LEVEL 15 ALL GULLIES TO BE IN THE OPEN WITH NO COVER 16 OVERALL TRAPS TO ALL WASTE PIPES 17 NO CHANGE IN DIRECTION UNDER FLOOR OR COVERED AREAS IS ALLOWED 18 RUN DOWN PIPES IN ACCORDANCE WITH N.B. AND RUN UNDER BUILDINGS 19 WASTE PIPES TO BE 50mm PVC AND DRAINING PIPES TO BE 100mm PVC 20 ALL GEYSERS TO BE FITTED WITH APPROVE GEYSER TRAY WITH OUTLET  11 ALL ELECTRICAL WORK TO BE DONE BY QUALIFIED ELECTRICAL  12 DRAINAGE NOTES 13 ALL DRAINAGE WORK TO BE DONE BY QUALIFIED DRAINAGE CONTRACTOR 14 ALL LIES TO HAVE MARKED COVERS AT GROUND LEVEL 15 ALL GULLIES TO BE IN THE OPEN WITH NO COVER 16 OVERALL TRAPS TO ALL WASTE PIPES 17 NO CHANGE IN DIRECTION UNDER FLOOR OR COVERED AREAS IS ALLOWED 18 RUN DOWN PIPES IN ACCORDANCE WITH N.B. AND RUN UNDER BUILDINGS 19 WASTE PIPES TO BE 50mm PVC AND DRAINING PIPES TO BE 100mm PVC 20 ALL GEYSERS TO BE FITTED WITH APPROVE GEYSER TRAY WITH OUTLET		<b>DISCLAIMER</b> ALTHOUGH ALL REASONABLE CARE HAS BEEN TAKEN IN THE COMPILATION AND DRAFTING OF THIS BUILDING PLAN, THE ARCHITECT DOES NOT ACCEPT LIABILITY FOR ANY ERRORS OR OMISSIONS THAT MAY BE MADE OR FOR ANY DAMAGE TO PROPERTY OR PERSONS THAT MAY BE CAUSED BY THE USE OF THIS PLAN. THEREFORE, THE ARCHITECT IS NOT RESPONSIBLE FOR ANY DEFICIENCY OR INADEQUACY OF ANY WORK OR MATERIALS USED IN THE CONSTRUCTION OF ANY BUILDING OR FOR ANY DAMAGE TO PROPERTY OR PERSONS THAT MAY BE CAUSED BY THE USE OF THIS PLAN. IMPROVEMENTS INDICATED ON THIS DRAWING PLAN BE IT DURING OR AFTER THE CONSTRUCTION THEREOF		<b>COVERAGE SCHEDULE</b> AREA OF EXISTING BUILDING: 1000 sqm AREA OF ADDITIONS: 1000 sqm TOTAL AREA COVERED: 2000 sqm AREA OF SITE: 2000 sqm COVERAGE: 100%		<b>CLIENT:</b> NAMRU 89CC 10th AVENUE RAVENSWOOD X83 STAND 910		<b>PROJECT</b> NEW UNITS ON STAND 910 RAVENSWOOD X83		<b>DRAWING TITLE</b> UNIT NUMBERS PLAN		<b>ARCHITECTURAL DESIGN</b> <b>DREAM WORX</b> SUITE NO 113 PVT BAG X 1569 GLENVIEW 2058 CEL: 082 646 3446 FAX: 086 537 8657 EMAIL: dreamworx@polka.co.za		<b>SCALE</b> AS SHOWN		<b>DATE</b> 14.05.2018		<b>PROJECT</b> DW010		<b>DRAWN</b> H. BOTHA	
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FINISHES TO BE DISCUSSED BETWEEN OWNER & CONTRACTOR  
ALL LEVELS AND DIMENSIONS TO BE CHECKED BEFORE ANY WORK IS COMMENCED

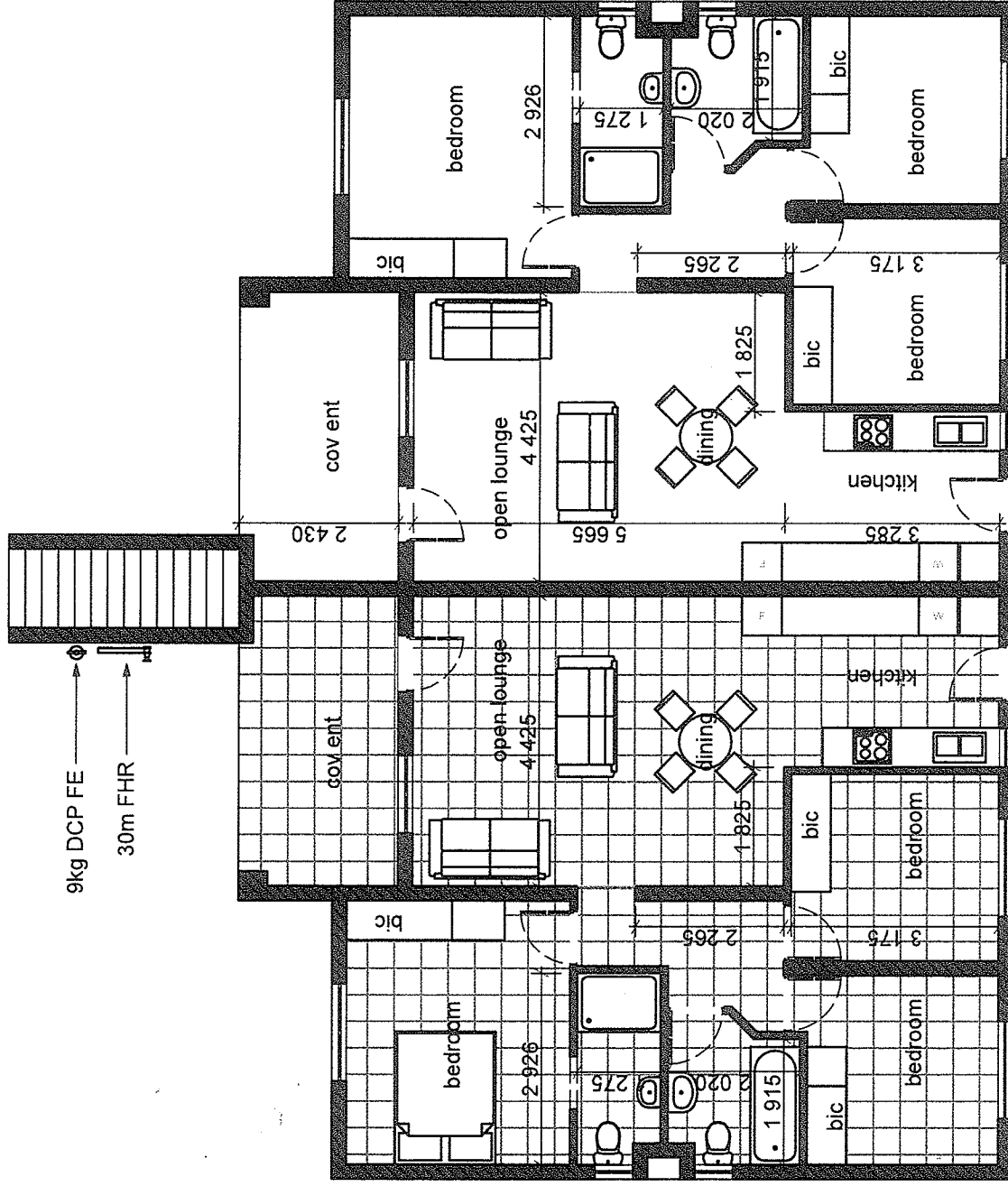
GRASS & TREES  
1) KIKUYU LAWN  
2) CAESALPINIA FERREA  
3) COCOS PALM

<b>STAND = 8121 SQM</b> (current / allowed proposed / actual)	
zoning	residential
height	2
coverage	40.5% (40.5% / 40.5%)
area	8121.5 sqm (8121.5 sqm / 8121.5 sqm)
parking	111 required
time	2.5 x 1.57 unit
area	4m x 8m
area	42 x 3 bedrooms
units @ 100m2	
4 x 2 bedrooms	
units @ 78m2	

**ANNEXURE B**

UNIT NUMBER: \_\_\_\_\_

**3 BEDROOM  
BUILDING PLAN  
NORTH ENTRY**

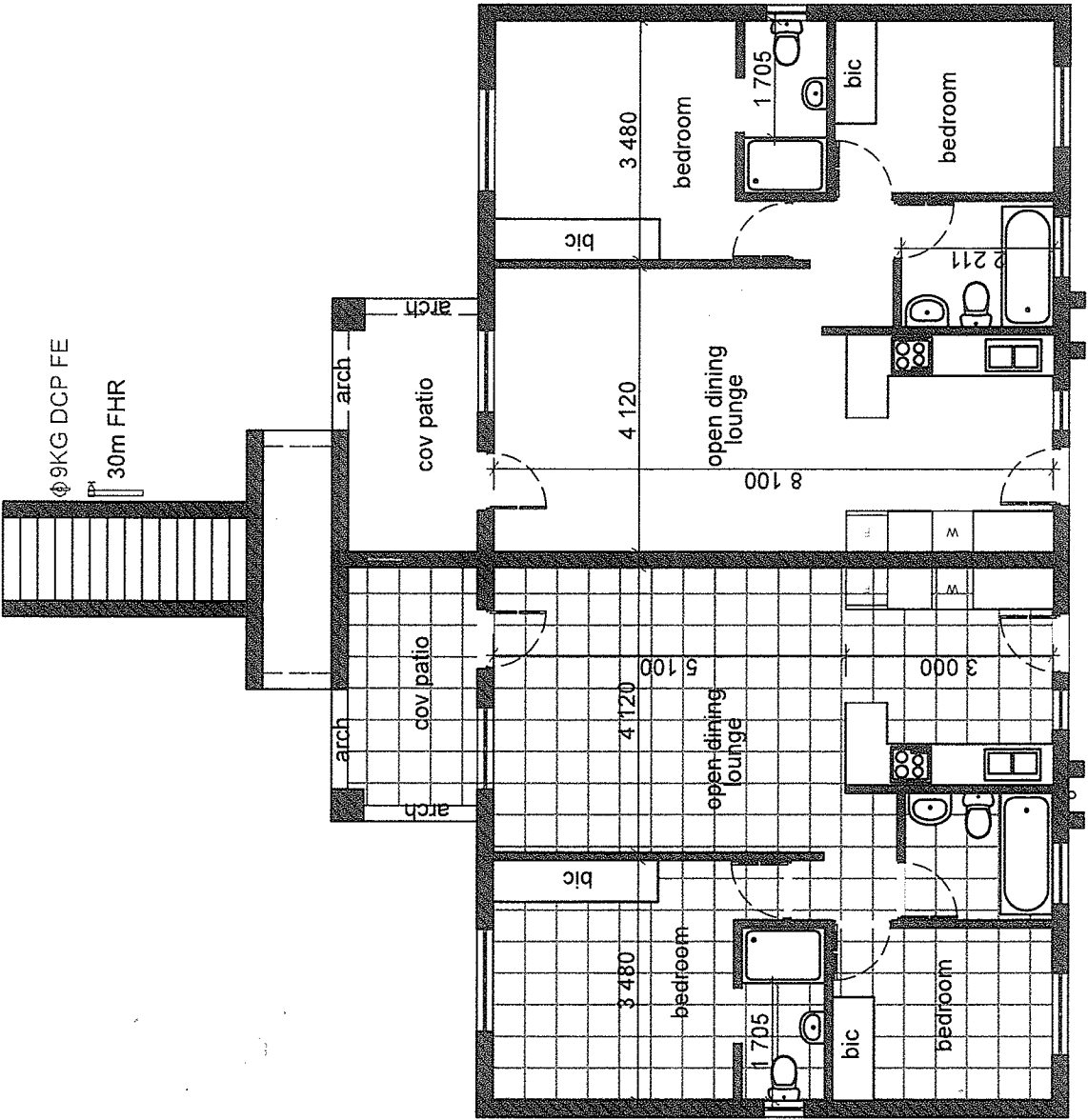


**GROUND STOREY PLAN**

**1:100**

ANNEXURE B

UNIT NUMBER: \_\_\_\_\_



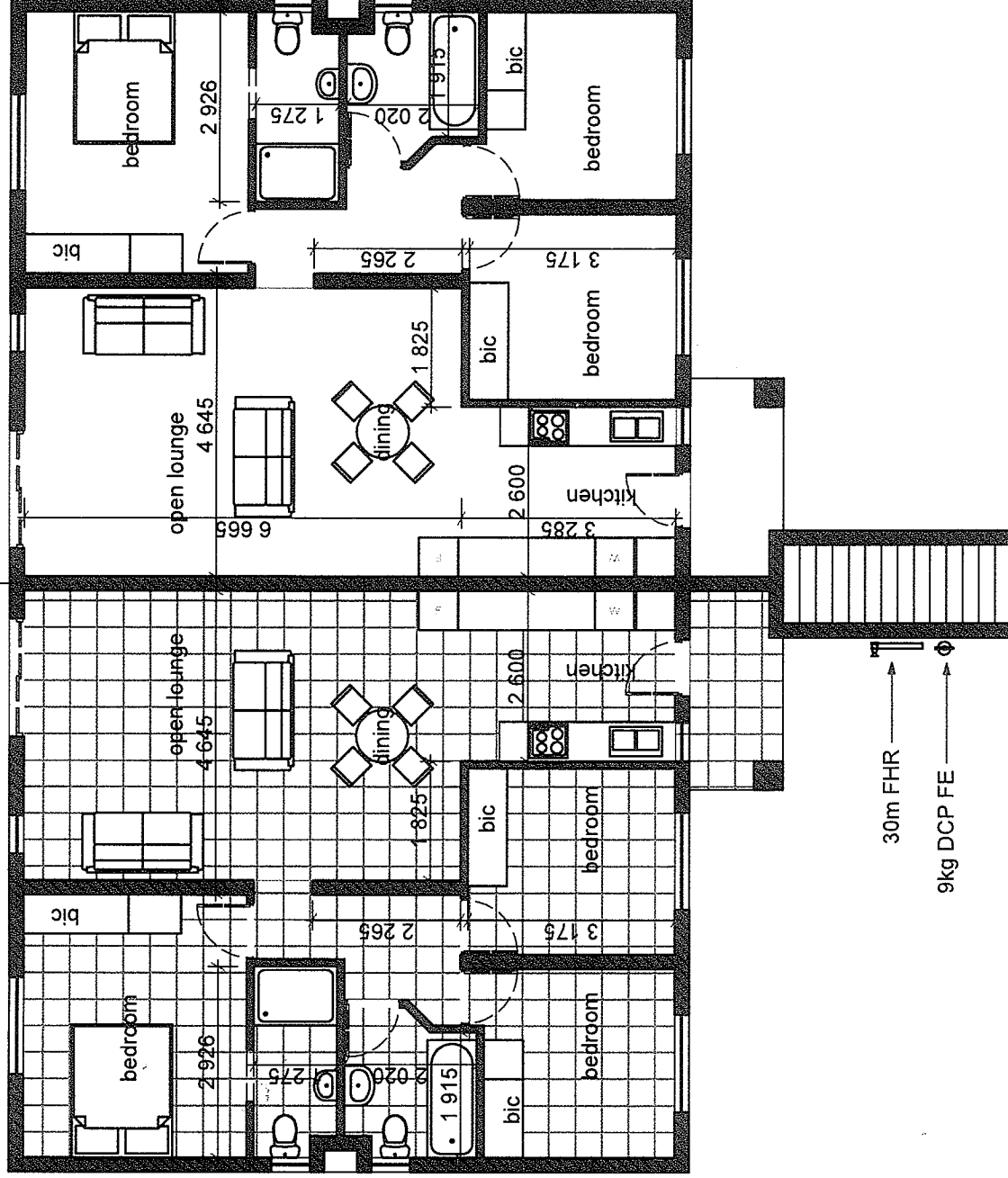
GROUND STOREY PLAN 2 BED RM 1:100

2 BEDROOM  
BUILDING PLAN  
NORTH ENTRY



**ANNEXURE B**

UNIT NUMBER: \_\_\_\_\_



**3 BEDROOM  
BUILDING PLAN  
SOUTH ENTRY**

**GROUND STOREY PLAN**

**1:100**

30m FHR  
9kg DCP FE

# **“ROSE WOOD on 10<sup>th</sup>” SECTIONAL TITLE COMPLEX ERF 910 –ANNEXURE C**

## **SCHEDULE OF FINISHES**

**UNIT NUMBER:** \_\_\_\_\_

**NOTE:** This specification is attached as Annexure B to the developer’s Standard Contract of Sale

### **A SITWORKS:**

- 1 Cleaning of the building site of all vegetation over the full area to be covered by the building footprint and an area of at least 2 meters on each side of the footprint area.
- 2 Earthworks to be done in such a way that the finished floor level, is at least 150 mm above ground level and that no filtration around the building occurs.
- 3 The property will be leveled to the extent as determined by the Development Company
- 4 The site will be examined for termite workings and if necessary, treated in terms of SABS Code 0124 relating to soil poisoning.

### **B STRUCTURE:**

#### **1 Foundations:**

- 1.1 All external load bearing walls will be founded on concrete strip footings as indicated on the working drawings or as per Engineers’ design.
- 1.2 All internal walls will be founded on concrete thickenings in the floor slab or as per engineer’s design.
- 1.3 Reinforcing in foundations and slabs will be as prescribed by the engineer.
- 1.4 Conventional building methods, as for normal foundations conditions, will be used unless otherwise instructed by the engineer.
- 1.5 Concrete to have a compressive strength of minimum 20 MPA at 28 days.

#### **2 Filling to floor slab:**

Approved clean materials, free of organic matter, must be used as filling to underside of surface bed and be properly compacted in layers not exceeding 150mm and to a minimum density of 93% MOD AASHTO.

#### **3 Floor slab:**

- 3.1 85mm thick, smooth finish concrete surface bed with a wood floated finish. 15 MPA concrete.
- 3.2 Aluminium or brass weather strip will be provided underneath all external doors to prevent rainwater from entering under the doors.

#### **4 Masonry:**

- 4.1 External walls 220mm built conventionally, with approved clay bricks as per working drawing.
- 4.2 Face brick external finish
- 4.3 110 mm internal walls built conventionally with approved clay bricks as per working drawing.
- 4.4 Precast concrete lintels over all windows and doors.
- 4.5 Minimum strength of clay bricks to be 10 MPA.

## **“ROSE WOOD on 10<sup>th</sup>” SECTIONAL TITLE COMPLEX ERF 910 –ANNEXURE C**

### **5      Waterproofing:**

- 5.1      One layer of SABS 375 micron polythene damp coarse under external and (where applicable) internal walls, windowsills and ridge tiles. Overlap at all joints and intersections to be 150 mm.
- 5.2      Damp proof membrane 250 micron shall be laid where a high water table is prevalent or at the engineer's discretion.
- 5.3      Water proofing to shower walls before tiling.

### **6      Roof structure:**

- 6.1      To be constructed with prefabricated engineer designed roof trusses.
- 6.2      House roofs to be pitched as per plan and to be covered with full hard IBR sheeting.
- 6.3      The overhang on the eaves will be as per standard working drawings.
- 6.4      All roof trusses to be erected as per engineers design and will be tied down with 3.15 mm x 1.5 mm long galvanized wire binders built into external walls, under a minimum of 3 brick courses.
- 6.5      An engineer's certificate of the roof loading and roof completion will be supplied.

### **7      Door and Doorframes:**

- 7.1      Doors (external) to be 6- 8-panel solid meranti door with weather strip fitted.
- 7.2      All internal doors to be hollow core Masonite suitable for painting.
- 7.3      All doorframes to be of good quality pressed steel type of minimum 1 mm gauge.
- 7.4      Front door frames to be steel type.

### **8      Windows:**

- 8.1      Dark Dolphin Grey aluminium window frames with catches as indicated on the working drawings, with burglar bars on ground floor opening windows.

### **9      Glazing:**

- 9.1      3mm Clear Float for areas 0 - 0.75 m<sup>2</sup>
- 9.2      4mm Clear Float for areas 0.75 - 1.5 m<sup>2</sup>
- 9.3      6mm Clear Float for areas 1.5 - 2.0 m<sup>2</sup>
- 9.4      Obscured glass for WC's and bathrooms

### **10     Window Sills:**

- 10.1     Internal window sills to be plastered.
- 10.2     Exterior window sills to be brick on edge.

### **11     Wall Finishes:**

- 11.1     Internal walls of the house to be plastered with a teroline finish.
- 11.2     Exterior walls of the house to be semi-face brick. Plaster detail as per Development Companies instruction.

## **“ROSE WOOD on 10<sup>th</sup>” SECTIONAL TITLE COMPLEX ERF 910 –ANNEXURE C**

- 11.3 Ceramic wall tiling as per developers range and specification to be provided as follows:  
Bathrooms: To Ceiling.
- 11.4 Ceramic toilet roll holder to be supplied in WC's.

### **12 Floor Finishes:**

- 12.1 All surfaces to be trowel or power floated.
- 12.2 Ceramic floor tiling as per developers range and specification to lounge, kitchen, dining room, living areas, bedrooms, passage and bathroom floors.
- 12.3 Aluminium or brass weather-strips at external doors.

### **13 Ceilings:**

- 13.1 Ceilings to be 6.4mm gypsum fixed to 38x38 battens with 'H' section cover strips.
- 13.2 Cornices to be 70mm gypsum cove type.
- 13.3 Ceilings and cornices to be painted with two coats of good quality contractors PVA.

### **14 Painting:**

- 14.1 All exposed metalwork is to be painted with one coat of universal undercoat and one coat of gloss enamel white.
- 14.2 All external doors to be finished with two coats of linseed oil.
- 14.3 All internal doors to be finished with gloss enamel white.
- 14.4 All exposed structural timber to receive two coats of roof paint.
- 14.5 All plastered surfaces, internal and external to be painted with two coats of paint, undercoat to be contractors PVA filler coat and final coat to be premium matt white.

### **15 Ironmongery:**

- 15.1 Internal doors are to be fitted with standard two-lever lock and mortise sets with chrome-plated furniture.
- 15.2 External doors are to be fitted with standard three lever mortise locks.
- 15.3 Chrome plate towel rail 1.2m to be supplied in bathroom.
- 15.4 Security gates installed on front and back door of each unit.
- 15.5 Burglar bars installed on ground floor units on opening windows.

### **16 Electrical:**

- 16.1 One double plug in main bedroom, one double plug per bedroom, two double plugs in lounge, two double plugs in kitchen, three single plugs in kitchen. (As per schedule of specifications/ finishes-based on developer/ Architects, annexure plans).
- 16.2 Light fittings fitted as per working drawing within Development Company's range.
- 16.3 One stove point with isolator and one geyser point with isolator and distribution board as shown on the working drawing.
- 16.4 600mm under counter electrical oven, with matching hob , with 4 plates (DEFY).
- 16.5 One telephone point and one TV point blank positioned in (2 x 4x4 box with white blank cover)
- 16.6 All material used to be as per SABS specifications.

## **“ROSE WOOD on 10<sup>th</sup>” SECTIONAL TITLE COMPLEX ERF 910 –ANNEXURE C**

- 16.7 Inclusive of electrical thermostat and element connection included with geyser
- 16.8 Single WIFI facility available to complex via optical fibre connection.
- 16.9 One common DSTV /block installed to TV aerial outlet in each unit.

### **17 Plumbing:**

- 17.1 All work carried out in accordance with the National Building regulations.
- 17.2 All sanitary fittings are to be standard type white vitreous china with a close couple toilet with white Denver type seat, hand washbasin to be pedestal type.
- 17.3 Bath to be good quality 1700mm long, white acrylic type.
- 17.4 Shower to be fitted with white powder coated glass and aluminium pivot shower door and return panel.
- 17.5 Taps to be ICSA or Cobra type or of similar quality.
- 17.6 Complete hot and cold-water reticulation, including colour coded taps and a 150-litre solar geyser complete with pressure release valve, electrical thermostat and element connection.
- 17.7 Type sewer pipes: 100mm PVC Type  
Waste pipes: 40mm PVC  
Type water pipes: 15mm copper and or equivalent quality PVC

### **18 Carpentry:**

- 18.1 All BIC's and Kitchen cupboards to be Melamine finish installed as per plan.
- 18.2 The cupboard finishes as per developer's range.
- 18.3 White melamine shelving to all cupboards.
- 18.4 All kitchen tops to be “Engineered Stone”, colors as per developer's range.
- 18.5 Cupboard handles as per developer's range.
- 18.6 A “drop-in” sink to be installed in kitchen floor unit.

### **19 Landscaping:**

- 19.1 Garden to be provided with Kikuyu grass to cover the rest of the stand excluding the building footprint and paving.

### **20 Availability of Materials:**

All materials herein specified are subject to availability and the developer retains the right to substitute with material of similar quality.

### **21 Guarantees**

#### **From the date of issuing of occupation certificate**

- 21.1 5 Year warrantee on the following:
  - 21.1.1 Super structures. Refer to the NHBRC Manual Part 1 Section 1 paragraph 1.2
  - 21.1.2 The geyser drum only as per manufacturer.
- 21.2 1 Year warrantee on the following:

**“ROSE WOOD on 10<sup>th</sup>” SECTIONAL TITLE COMPLEX ERF 910 –ANNEXURE C**

- 21.2.1 Roof leaks
- 21.2.2 Plumbers' work
- 21.2.3 Electrical works
- 21.2.4 Window and door frames
- 21.2.5 Kitchen and B.I.C's
- 21.2.6 Light fittings and stove

**Note:**

1. Should any of the above fittings be unavailable the building contractor reserves the right to substitute with similar.
2. These specifications supersede architect's drawings.
3. The buildings will be erected in compliance with the National Building Regulations, SABS 0400, and requirements of the local authority and any major financial institutions. Such specifications will override all requirements should any conflict arise.

\_\_\_\_\_  
**CLIENT**

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

\_\_\_\_\_  
**CONTRACTOR**

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

\_\_\_\_\_  
**CONTRACTOR**

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

## ANNEXURE “D”

ERF 910 Extension 83 Ravenswood Boksburg  
(Section 35(2)(b) of the sectional title act, 1986)

# **ROSEWOOD on 10<sup>th</sup> BODY CORPORATE CONDUCT RULES**

# ANNEXURE "D"

## ERF 910 Extension 83 Ravenswood Boksburg (Section 35(2)(b) of the sectional title act, 1986)

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The unit owners/tenants signature below serves as proof of receipt, understanding of and full commitment to, compliance with hereto attached Body Corporate conduct Rules at all times.

DATE..... UNIT No ..... OWNER RECEIPT OF CONDUCT RULES

OWNER / TENANT NAME..... SIGNATURE.....

OWNER / TENANT NAME..... SIGNATURE.....

OWNER / TENANT NAME..... SIGNATURE.....



## ANNEXURE “D”

ERF 910 Extension 83 Ravenswood Boksburg  
(Section 35(2)(b) of the sectional title act, 1986)

### **Binding Nature of the Body Corporate Rules**

The provisions of these Conduct Rules and the duties of the owner in relation to the use and occupation of units and common property of ROSEWOOD ON 10TH shall be binding on the owner of any unit and any lessee or other occupant of the unit, and it shall be the duty of the owner to ensure compliance with Conduct rules by his lessee or occupants including employee's, guests and any other member of his family and or contractors.

The “ROSEWOOD ON 10TH” BODY CORPORATE to which is legally appointed in terms of the Sectional Titles act with the broad objectives of protection of the communal interest, rights, safety and welfare of the individual Members of the Body Corporate and occupants of Sectional title Units to be erected to be erected on Erven 910 ext. 83 Ravenswood Boksburg. The Body Corporate are the owners of Erf 3764 the Guardhouse and road entrance to “ROSEWOOD ON 10TH”

The Body Corporate acts on behalf of common property and the Body Corporate conduct rules pertaining thereto are to be fully complied with at all times.

#### **1.0 Definitions**

In these Conduct Rules, unless clearly inconsistent with or otherwise indicated by the context –

“**Body Corporate**” in relation to ROSEWOOD ON 10TH and the land on which ROSEWOOD ON 10TH is situated, means the body corporate of ROSEWOOD ON 10TH referred to in section 36(1) of the Sectional Titles Act, No 95 of 1986;

“**Conduct Rules**” means the conduct rules set out in this document as formulated in terms of the Sectional Titles Act, No 95 of 1986;

“**Local Authority**” means the Ekurhuleni Metropolitan Municipality or such other authority having jurisdiction in respect of the Property for the time being and from time to time; and

“**Trustee**” includes and alternates Trustee and “Trustees” shall bear a corresponding meaning.

“**Managing Agent or Caretaker**” means the appointed Managing Agency and or appointed Manager/Chairman of the Body Corporate.

### **ROSEWOOD ON 10TH BODY CORPORATE CONDUCT RULES**

#### **1.1 Interpretation**

In these Conduct Rules, unless clearly inconsistent with or otherwise indicated by the context, any reference to the singular includes the plural and *visa versa*, any reference to natural persons includes legal persons and *visa versa* and reference to a gender includes the other genders.

Where appropriate, meanings ascribed to defined words and expressions in 1.0 shall impose substantive obligations on the Parties.

The clause headings in these Conduct Rules have been inserted for convenience only and shall not be taken into account in its interpretation.

Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meanings assigned to such words and expressions in that sub-clause.

## ANNEXURE “D”

### ERF 910 Extension 83 Ravenswood Boksburg (Section 35(2)(b) of the sectional title act, 1986)

The use of the word “**including**” followed by a specific example or examples shall not be construed or interpreted as limiting the meaning of the general wording preceding it and the *eiusdem generic* shall not be applied in the interpretation of such general wording and / or such specific example or examples.

The Conduct Rules must be read in conjunction with and shall not detract from the obligations imposed – by the Sectional Titles Act, No 95 of 1986 and unless it appears to the contrary, either expressly or by necessary implication, the words and expressions defined in the Sectional Titles Act, No 95 of 1986 shall bear the same meaning in these Conduct Rules. In the case of conflict between these Conduct Rules and the Management Rules, the Management Rules shall prevail.

The ROSEWOOD ON 10TH Conduct Rules are required to be complied with to be fully complied with at all times.

#### **ROSEWOOD ON 10TH BODY CORPORATE CONDUCT RULES**

##### **2. Access Control**

A common entry/exit facility with guardhouse or separate normal automated gates, servicing individually the ROSEWOOD on 10<sup>th</sup> and the MAPLEWOOD ON 10<sup>th</sup> complexes exists. The cost of maintenance of this joint common entry /exit facility, roads, and equipment is equally shared equally by ROSEWOOD ON 10<sup>th</sup> and MAPLEWOOD ON 10<sup>TH</sup> between the traffic circle and individual complex entrances.

Access to both complexes by residents and tenants, is between the complexes of MAPLEWOOD ON 10<sup>th</sup> and the ROSEWOOD on 10<sup>th</sup> within the common entry /exit facility.

The common area exit entry facility remains a restricted area and is not open to the general public, jobseekers, hawkers and marketers. Persons who do not have an appointment with a resident or tenant are not permitted access to the complex common entry/ exit facility.

When exiting and or entering the public road, vehicles on route to or from the complexes of ROSEWOOD ON 10<sup>th</sup> and the adjoining complex of MAPLEWOOD on 10<sup>th</sup> drivers must allow time for the gate to open and or close, before moving off. The gate system is programmed to allow one vehicle entry or exit, per cycle. Please note that at the traffic circle positioned in front of the complex entrances, the rule of the road must be applied, in that any vehicle approaching another vehicle from the right, must be given right of way. To minimise the security risk at ROSEWOOD ON 10TH, it is the duty of the owners or tenants to inform Security Staff, of their arrangements with work-men, plumbers, electricians, painters, curtaining and / or other contractors who move around the property in the performance of work. Occupants/owners keys / access cards for doors at ROSEWOOD ON 10TH are not the responsibility of security staff and therefore should not be provided to the aforesaid personnel for any reason what so ever. The Body Corporate will not assume any responsibility for any act of noncompliance and or loss relating thereto.

No freedom of access will be granted to any person and or company unless the Body Corporate is provided with the authority to provide access to the aforesaid by the owner and or tenant or the Body Corporate on a daily basis.

Please be advised that Body Corporate employees and or contractors are employed by the aforesaid to accomplish specific roles for which they and the Body Corporate, are accountable for. Under no circumstances are such staff, to be physically or verbally abused or instructed or requested to perform any job or favour, which does not form part of their job description, key result areas, or attempt to

## ANNEXURE “D”

### ERF 910 Extension 83 Ravenswood Boksburg (Section 35(2)(b) of the sectional title act, 1986)

circumvent, the purpose for which their jobs, were created for. Respect and dignity needs to be afforded to such employees at all times. When such an employee's refuses to accept responsibilities for which they were not employed for, the employees answer needs to be respected. Any attempt by persons, to provide such employees with financial rewards for private jobs /favours during their period of duty, on site, is therefore strictly prohibited. **Security staffs are responsible for compliance and the maintenance of site security, investigating and reporting on such issues, and administration incidental thereto.**

Security Guards roles, **do not** include the following roles, on behalf of owners/tenants/visitors and or contractors, unless specifically instructed to do so on behalf of the body Corporate

Run errands, handle unit keys, pass on messages, accept parcels, look after children, go and see if someone is home, look after clients contractors or agents or agents clients, clients, sort out mechanical / electrical problems, deliver post or any other items, accept items for collection, call persons for gatehouse visitations, allow access without owner tenants being on site, act on behalf of contractors and or Estate Agents, or accept business cards or pamphlets or distribute the same or provide help to persons looking “no name persons” or addresses of persons in the complex, act as agents for providing jobs. Gate House visitations to employees or contractors, who work on site is prohibited. “A Drive through” to view the site, is prohibited.

The Right of admission is reserved. Any person posing as a nuisance and or threat of any nature on site will be removed.

Only accredited Body Corporate Estate agents will be permitted access to, and allowed to perform “Letting of Property” and “Property Sales” on site.

Furniture removal/delivery vehicle are permitted on the premises between 08h00 and 17h00 weekdays from 08h00 and 12h00 on Saturdays.

No unit owner in possession of a taxi is permitted to park on site. No taxis are permitted to enter or park on site.

### 3. Behaviour of Children and Visitors

- 3.1 Unit owners will be held liable if they or their tenants, visitors, guests, contractors, children or employees, cause damage or loss of any kind whatsoever, to ROSEWOOD ON 10TH and or the property contained therein
- 3.2 Children are not allowed to play, ride bicycles, roller blade or use any other such devices in parking areas, driveways, walkways and passages.
- 3.3 Ball games, of any kind whatsoever, are only permitted in designated play areas.
- 3.4 Should the Body Corporate face any legal action or incur expenses or penalty as a result of misbehaviour and or negligence by any owner, tenant, visitor, child or guest ,contractor relating to the aforesaid, then the responsible owner / tenant will be held liable for any cost, loss or damage incurred by the Body Corporate and or Body Corporate member, incurring such damage.
- 3.5 Right of admission is reserved and action will be taken to remove any person posing as a nuisance on common property.
- 3.6 Guardians/ Parents need to monitor children play activities with regard to nuisance levels and dangerous play, especially, with the use of play facilities such as jungle gyms, swings. Trustees / Body Corporate will not accept any responsibility or liability with regard to use of common areas

## ANNEXURE “D”

### ERF 910 Extension 83 Ravenswood Boksburg (Section 35(2)(b) of the sectional title act, 1986)

and any recreational activities. Any unsafe and or dangerous activities are prohibited and performed at owners/ tenants and or any other persons own risk.

#### **4.0 Building: External appearance.**

Owner or occupier of a unit shall not place or make modifications to any part of the common Property, including balconies, patios and gardens and or car ports. An owner or occupier of a unit shall not mark, paint, drive nails or otherwise damage, or alter any part of the common property. No items other than motor vehicles/cycles are to be parked in designated parking arrears. Caravan, boats, and any form of trailer storage on site are prohibited. Any form of refuse, belongings, toys, bicycles are not to be stored in common areas or car park areas under any circumstances and will be confiscated if such requirement is not complied with.

#### **4.1 Building: Damage, Maintenance Alterations or Additions to the Common Property**

All contractors performing work on site are to be fully qualified in terms of requirements of National Legislation .All Electrical Contractors must be certified in terms of the Electrical Control Board of SA.

All work performed on site must meet Municipal / National legislated work standards at all times.

Residents are prohibited from exceeding the maximum light globe power (watts) specification specified by the light fitting, manufacturer.

Failure to comply with the aforesaid is a fire and safety hazard. Exceeding maximum specification is considered as “gross negligence” as the maximum permitted design and wattage specification for light fittings will then have been exceeded. Any warrantees applicable thereto would become invalid.

ROSEWOOD ON 10TH maximum permitted wattage on light bulbs is as follows:

**Bedroom 1, bedroom 2 & 3 plus lounge/diner (maximum 5 to 10 watt LED globes)  
Bathrooms and outside lights are all (maximum 5 to 10 watt LED globes)**

#### **4.2 Building- Owner’s Failure to Maintain**

If an owner fails to repair or maintain his unit in a state of good repair as required by the Sectional Title Act 95 of 1986 and in the event of such failure persisting for a period of thirty (30) days, after the receipt of a written notice to repair and maintain items specified in the warning, by the Trustees or the Managing agent on their behalf, then Body Corporate shall be entitled to remedy the owner’s failure to act and to recover the reasonable cost thereof from such owner.

#### **4.3 Building- Interior and Exterior decorations, Aerials/Satellite Dishes and security gates/burglar bars**

The Trustees of the Body Corporate are to be advised in writing of any proposed alteration/ renovation to the inside of a unit and of prior to work commencing in respect of such alteration/renovation, subject to the following conditions:

## ANNEXURE “D”

### ERF 910 Extension 83 Ravenswood Boksburg (Section 35(2)(b) of the sectional title act, 1986)

Requests for consent to any minor alterations in terms of Rule 59 of the Sectional Title Act, 1986, shall be made in writing to the Trustees and shall be accompanied by plans and specifications in accordance with the local authority's submission requirements. All relevant information such as the dimensions, elevations and sections and location of the proposed alteration, addition or decoration must be clearly visible.

No structural alterations are permitted as specified by the ACT. No storage of any material will be permitted on common property as a result of or during such minor alterations/renovations.

Should there be any damage to any part of the common property, which was a direct or indirect result of such minor alterations/renovations; All costs required to make good the damage caused will be payable by the owner of the unit concerned.

Any alteration/renovation shall be carried out at reasonable hours. For the purpose of this sub-rule 6.3 reasonable hours are Mondays to Fridays from 07.30 to 17.00 and shall not cause any undue disturbance to owners or occupiers of neighbouring sections. Such work is not permitted on Saturdays, Sundays and public holidays.

An owner or occupier (including “successor in title”) of a unit shall be obliged to maintain all alterations, additions and/ or decorations made by such owner/occupier to the exterior of such owner's cost in a state of good repair and take all responsible steps to keep them in a clean, hygienic, neat and attractive condition.

Any application to the Trustees in writing, for internal additions or decoration to the exterior of a unit must include approved municipal approved plans from the necessary authority and or plans of decorations respectively, before any approval by the body corporate will be considered.

Should any alteration, addition or decoration obstruct any employee or contractor of the Body Corporate in performing any work on the common property or common services, the owner or occupier concerned shall be liable, for any additional costs incurred by the Body Corporate, in the performance of such work.

An owner or occupier of a unit shall not be entitled to interfere with electrical installations and plug points in such a unit, unless such work is undertaken by a properly licensed electrician.

Interior repairs and maintenance, including geysers and hot water systems, are the responsibility of the owner or occupier of the unit and neither the Trustees, nor the Managing Agents, nor any employee of the Body Corporate are to be requested to attend to such matters. The insurance excess payable in respect of a burst geyser must be borne by the owner of that unit in question.

In the event of a contractor damaging any part of the common property while doing his work, this damage will be inspected by the Trustees and/or managing agents and recorded in writing and signed by the owner or the contractor or the domestic staff member as well as the Trustees. Should it become apparent after completion of the work that the contractor or any other person employed by the owner concerned, is

## ANNEXURE “D”

### ERF 910 Extension 83 Ravenswood Boksburg (Section 35(2)(b) of the sectional title act, 1986)

responsible for the damage that has been caused, then owner in question, owner shall be held responsible for the cost of repair of the said damage, by the Body Corporate.

An occupant of a unit shall keep and maintain sewerage pipes and drains free from obstruction and blockages and in a good state of repair.

**Subject to the above rules, alterations, renovations, additions or decorative work to the exterior of the units, including radio/television aerials and satellite dishes, or to sole use areas, or to any portion of the common property,** may not be made without the prior written consent of the Trustees and then only upon the terms and conditions contained in such consent, in writing which is binding and must be complied with.

One common TV dish/aerial per block of units will be installed by the developer. No additional TV antennas are permitted.

WIFI connectivity to the internet will be available to home owners on site via optical fibre installation.

Main Telkom services to the complex of Rosewood on 10<sup>th</sup> will be installed by Telkom. Individual owners will have to individually personally make application to Telkom in the event of requiring a Telkom phone.

An owner or tenant authorised by the owner may install a locking device, safety gate, internal burglar bars or other safety device for the protection of such owner's unit, provided that the Trustees have first approved in writing the nature, design, colour and the manner of its installation thereof, in support of the aesthetic appearance of the complex.

**The fitment of burglar bars is permitted on the inside of properties. Security gates are installed on both front and back doors. Any additional burglar bars must comply fully with existing developer's specifications. Trustee permission in writing must first be obtained for the aforesaid installation as per specification. On completion of installation and not later than 7days thereafter trustee inspection of design and installation must occur. Noncompliance of aforesaid installation and burglar bar and security gate specifications will result in the owner having to immediately remove the burglar bars from the unit and from site at the owners cost on written instruction from the Body Corporate.**

#### **5. Business, Auctions and Jumble Sales**

Business or trade of any nature is prohibited within any unit or on the common property. Any form of illegal activities is expressly forbidden.

Auctions or jumble sales are prohibited on the common property with the exception of property auction which can only be actioned under the authority and direction of the Body Corporate in accordance with strict security measures.

Hawkers are prohibited from operating on ROSEWOOD ON 10TH property.

No hawkers or food trading and or estate agency advertising is permitted in the public road feeding into the complex security entrance exist /entrance.

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#### 6. Domestic and Private Staff

An owner or resident/lessee of a unit shall be responsible for the activities and conduct of his private employees, specifically and especially domestic workers and shall ensure that such employees understand and do not breach the Sectional Title Act 95 of 1986, the rules, national or provincial legislation or local authority by-laws, which may affect the complex. No owner / lessee /contractor will give authorisation to **foreign workers** to enter site.

Domestic workers and garden service and or any form of employee/contractor are not permitted to **loiter** or cause undue nuisance within the confines of individual units or on the common property within ROSEWOOD ON 10TH.

Owner's and/or occupiers of the units are to ensure that their employees adhere strictly permitted hours of work 07h30 to 17h00

Staff members or employees of ROSEWOOD ON 10TH must at all times be in possession of an **identification card** issued by the security services at ROSEWOOD ON 10TH, to be produced for access to site and or for identification purposes when on site.

Owners / tenants wishing to employ individuals and or contractors, will perform this function offsite and not in the public road leading to the complex entrance

#### 7. Firearms and fireworks

**No firearms or fireworks** may be used on the common property of ROSEWOOD ON 10TH.

#### 8. Fire Extinguishers/Hydrant Connections

The fire hydrant connections in ROSEWOOD ON 10TH are not to be tampered with for any reason. Parents are to instruct and control their children accordingly. If any person is found disobeying these rules, such person will be responsible for payment of the costs, of any repairs that may be required.

The **use of fire hoses** for any purpose other than **extinguishing of fires** is forbidden. The penalty for the abuse of the aforesaid facility will result in a fine of R500.00 being issued

#### 9. Gardening

No plants or flowers are permitted to be removed, picked and or tampered with in any way in the garden areas on the common property other than by authorised gardening staff under instruction from the Body Corporate. The natural areas of fauna and flora shall not be destroyed, removed or damaged in any way.

During the watering of gardens, all local authority rules or special regulations regarding water restrictions are to be adhered to. The Trustees or the managing agents will not be liable for any fines imposed by the local authority and in turn, any owner not complying with these regulations will be fined accordingly.

Residents watering plants on the balconies are to ensure that no excessive, over watering occurs, that no damage as a result thereof and that no nuisance to adjoining neighbours is created.

The removal of any tree(s) from any garden area at ROSEWOOD ON 10TH may only be performed, with the prior written approval of the Trustees, which approval shall not be unreasonably be withheld.

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#### 10. Laundry

**No washing**, carpets or shoes are to be **visible** on the **balconies**. Failure by owners who do not comply with such requirements will be fined. Under no circumstances must any washing be seen from the entrance gate, roadway and during access to ROSEWOOD ON 10TH.

**No washing lines** are to be attached on the **patios**. All washing is to hung out for drying in designated areas or on a “clothes horse” within units.

Any washing “hung out” to dry is at the sole risk of the owner/tenant.

#### 11. Letting and Selling of Units

**Only registered accredited Body Corporate Estate agents committed to the common good of Rosewood on 10th and its residents will be permitted access to, and permitted to perform “Letting of Property” and “Property Sales” on site. Estate Agents (sales or letting) are to familiarise themselves with conduct rules – no excuses will be accepted – no circumvention of rules will be permitted. Agent misrepresentation of the complexes requirements and standards/rules/facilities leading non-compliance of Conduct Rules creating unfounded lessee aspirations will be severely dealt with.**

It is in the interests of the complex, for Trustees to limited number of Estate Agencies or Letting Agents, in providing an Estate Agency Service to residents, within the complex. It is therefore essential that Estate agencies wishing to provide such a service within the complex make prior application for accreditation and achieve acceptance prior to performing such a service. The Trustees also reserve the right to immediate cancellation of such accreditation should the need so arise. Under no circumstances are potential tenants and buyers permitted entry to site, without being accompanied by an accredited appointed agent. Agents are to have a thorough understanding of ROSEWOOD ON 10TH Body Corporate Rules.

**All tenants of units or other persons granted the right of occupancy by an owner of the unit are obliged to comply with the Conduct Rules, notwithstanding any provision to the contrary contained in any lease agreement or any grant of rights of occupancy. Any apparent grant of rights which do not comply with Body corporate rules and requirements will be deemed to have no “cause and effect” and will reduced to being “null and void” for the purpose of lease agreement and any presumed lessee/lessor rights relating thereto. Properties are only to be rented out to holders of South African ID documents. All Lease agreements are to contain the clause “Any form of criminal activity by a tenant is considered as breach of contract and as a result thereof, the contract of lease will be immediately cancelled and such tenant and or tenants will be asked to vacate, the premises and will not be permitted further access to site. The aforesaid rule will supersede any contract of lease, where the above said required clause is not reflected in a contract of lease. **All drug related incidents involving any person on site are to be reported immediately to the SAP by the Body Corporate for full investigation.****

Unit owners will not be permitted to rent out there properties, unless levy payments are fully paid up or have entered into an acknowledgement of debt contract, with the Body Corporate. All levies due, during rental periods are to be paid directly to Managing Agents by Letting Agents on behalf of the property owners in the interests of the Body Corporate. That the, aforesaid, appears within the rental agreement.



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Unit owners are to ensure that lessee's, comply fully with regulations pertaining to furniture removal/delivery vehicles and that the permitted days and times permitted, are adhered to.

The owner of a unit shall be obliged to provide the tenant with a copy of the Conduct Rules prior to concluding a lease agreement with the lessor. Such conduct rules are to be explained in detail by the owner to the lessee. The lessee must, be in a position of clear understanding of Conduct Rules and reflect total commitment to compliance thereof, by signing each page of the said conduct rules. **Both the owner and the lessee's will retain a copy of such signed rules in their possession, as proof, of the above requirement, having been met.** In this instance lessee signatories attached to body corporate Rules will in addition to the aforesaid will require such lessee's to have fully explained and gained understanding of all siblings, friends, staff, employees, relations and or contractors, prior to arrival on site. In the event of transgressions of aforesaid Conduct Rules by lessee's and in the event of lessee's making statement that such conduct rules were never made available, or explained in detail to said lessee's and in the event of owner not immediately providing written proof to the Body corporate of compliance with the aforesaid, then the owner will be liable to pay a fine of R500.00 to the Body Corporate. Such written proof requires the presentation of Conduct Rules signed by the lessee's in question to the Body Corporate within 24hrs, of the any lessee incident of Conduct Rule noncompliance. Should on presentation of aforesaid proof by the lessee and in the event that a transgression, of said Conduct Rules by the lessee requires imposition of a fine, then the said fine will be charged to the owners account. The Body Corporate will under no circumstances get involved in lessee/lessor disputes. The lack of knowledge of Conduct Rules being the cause of noncompliance thereof will not be accepted. For the achievement of security and administration objectives, the owner of a unit, the agents managing the lease or the prospective tenant shall be obliged to notify the Trustees/Managing Agents in writing 14 days prior to of the date of conclusion of new lease, inclusive the unit description and full names of each the tenant's and of the period of the lease.

Similarly, an owner shall notify the Trustees and Managing agents in writing of the full names of any person granted rights of occupancy, before occupancy takes place.

The above applies to sales agents in terms of issue, explanation of conduct rules to buyers and acceptance by buyers of such rules, documented and signed for under conditions of sale, in the sale agreement.

#### **12. Littering**

An owner or occupant of a unit shall not deposit, throw or allow any rubbish, including excrement, dirt (building rubble), cigarette butts, food scraps or any other form of litter to be found on the common property.

#### **13. Loss or Damage**

**The Body Corporate/ Managing Agents/ Trustees and Body Corporate staff shall not be liable for any injury or loss or damage of any description which an owner or occupier of a unit or any member of his family, or his staff, or friend, acquaintance, visitor or guest may sustain physically, or to his or their property, directly or indirectly, in or about the common property or in the individual units by reason of any defect in the common property, its amenities or in the individual units, or for any act performed or any neglect on the part of the Body Corporate or any of the Body Corporate employees, agents or contractors.**

The Body Corporate or its agents and staff shall not be liable or responsible in any manner whatsoever for the receipt or non-receipt, and the delivery or non-delivery of goods, postal matter or any other property.

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No items are to be left with the security.

#### **14. Motor Vehicles, use of Driveways and Parking Areas**

**A speed limit of 30 km/h shall be observed** on the common property driveways.

**No taxis are permitted to park anywhere within the complex and must be kept offsite.**

**No vehicles** / items other than motor vehicles/cycles are to be parked in **designated parking areas. Caravan, boats, and any form of trailer storage on site are prohibited.**

**Vehicles** may not be driven within the common property **in a reckless manner** that creates a nuisance or is considered by the Body Corporate, not to be in the interest of safety.

**Hooters shall not be sounded** within the common property other than in absolute emergencies. Owners are to instruct their visitors accordingly and ensure they conform to these Conduct Rules.

Vehicles may be parked only on such areas of the common property as are specifically indicated, or approved by the Body Corporate for that purpose and in such a way that the flow of traffic and access and exit from parking bays is not obstructed. Should a vehicle be parked in a manner that causes obstruction, then vehicle may be towed away and impounded at the expense of the owner of the vehicle.

NO vehicle may park where there is a **“No Parking” sign** or where **yellow lines** have been painted restricting such parking. Any vehicle seen parking in these zones will be towed away at the expense of the owner of the vehicle.

A vehicle may not occupy the adjacent parking bay to it unless the use of such adjacent bay has been allocated to the occupant. **No more than two resident’s motor vehicles are permitted to park on site per unit.**

A resident may not use the parking area for anything other than parking a motor vehicle. **No dumping of building rubble or storage** of any goods will be allowed.

No unlicensed, non-roadworthy motorised vehicles of any sort are to be driven on common property inclusive of motorcycles and **quad bikes**.

No horse and trailer vehicles are allowed on site. **No taxis** are permitted into the access road to the complex. Taxi drop off and collections points are to be actioned from 10<sup>th</sup> Avenue. Any contracting employee / worker / resident using a taxi which drives into the access road or any owner guilty of the aforesaid offence will be fined via the property owner statement of account. Please be advised that when municipal planning was performed by council and road Traffic Engineers, performing road design, taxi traffic was not included in the determination of, “stacking practice” in the access road leading off 10<sup>th</sup> avenue servicing the four sectional title complexes. Any taxi traffic in the access road Street “is therefore an illegal act” and not in the interests of the complex owners and will create unacceptable traffic congestion. Damaged vehicles, vehicles that are not in general use, vehicles that drip oil or brake fluid onto the common property or that are not roadworthy may not be parked on the common property. The owners of motor vehicles that create oil spillage will be banned from site by the Body Corporate. Oil spillages are expected to be immediately removed totally and effectively by the responsible party failing which the Body Corporate reserves the right to employ contractors, at the unit owners cost, to return the oil contaminated area to its original status. Failure to comply with the above may result in owners of motor vehicles that drip oil, being banned from site by the Body Corporate.

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No trucks, caravans, trailers, boats, articulated vehicles or other heavy vehicles may be parked on any portion of the common property or are permitted access to ROSEWOOD ON 10TH.

The Trustees may instruct contractors to remove any vehicles parked, standing or abandoned on the common property in contravention of Conduct Rules, at the risk and expense of the owner.

No owner or person may not dismantle or effect major repairs to any vehicles on any portion of the common property.

Car alarms that are triggered must be attended to immediately. Should the owner of the vehicle be absent from ROSEWOOD ON 10<sup>th</sup>, and the vehicle alarm causes a disturbance/nuisance to the residents of ROSEWOOD ON 10th, the Trustees will be entitled to have the vehicle opened at the owners own risk and cost to disarm the alarm.

Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the risk and responsibility of the owner of such vehicle and that no liability shall be attached to the Body Corporate or its agents or any of their employees for any loss or damage of whatever nature, which the owner, or any person claiming to be such, may suffer.

Visitors are to park in the demarcated visitor's parking bays set aside for this purpose at ROSEWOOD ON 10<sup>th</sup>.

**Unauthorised visitors vehicles found parking in a residents parking and residents vehicles found parking in visitors parking, may be "wheel-clamped". Payment of R500.00 will be required to be made to the Body Corporate for removal thereof.**

**Residents are not permitted to park in visitors parking**

### **No articulated vehicles are permitted on site.**

No more than 2 motor vehicles per unit are permitted to park in the in the designated ROSEWOOD ON 10TH site except in the "SOLE UTILIZATION AREAS" being the only two covered parking spaces, designated to each specific unit. The parking area is not a parking garage for other temporary or permanent parking, by any person other than the aforesaid.

Any contravention hereof will result of a fine of R1000.00 being immediately issued without any initial warning.

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**ROSEWOOD ON 10TH-PARKING ALLOCATION** VISITORS PARKING - Parking marked “V”  
is permitted for visitors parking.

UNIT No	First Covered Parking No	Second Covered parking No	UNIT No	First Covered Parking No	Second Covered parking No
1	1A	1B	25	25A	25B
2	2A	2B	26	26A	26B
3	3A	3B	27	27A	27B
4	4A	4B	28	28A	28B
5	5A	5B	29	29A	29B
6	6A	6B	30	30A	30B
7	7A	7B	31	31A	31B
8	8A	8B	32	32A	32B
9	9A	9B	33	33A	33B
10	10A	10B	34	34A	34B
11	11A	11B	35	35A	35B
12	12A	12B	36	36A	36B
13	13A	13B	37	37A	37B
14	14A	14B	38	38A	38B
15	15A	15B	39	39A	39B
16	16A	16B	40	40A	40B
17	17A	17B	41	41A	41B
18	18A	18B	42	42A	42B
19	19A	19B	43	43A	43B
20	20A	20B	44	44A	44B
21	21A	21B	45	45A	45B
22	22A	22B	46	46A	46B
23	23A	23B			
24	24A	24B			

The roads existing within the Rosewood on 10<sup>th</sup> are owned by the Body Corporate

### 15. Noise/nuisance

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An owner or occupier of a unit shall ensure that his contractors, employees, visitors and guests do not **excessive noise/sound and or nuisance** *within units and common property*.

Excessive noise is defined as the “level of noise and or sound” which creates a source of disturbance, irritation, annoyance, distraction and defined as a nuisance which prevents a person from conducting their chosen lifestyle in peace. Any Excessive undue noise, which is not immediately reduced, on request from fellow residents or resident which is deemed to be excessive will be reported to the South African Police Services as “disturbance of the peace”.

All noisy work and especially construction, is limited to weekdays between 8.00 and 17.00 with no noisy work to be undertaken on Saturdays, Sundays or Public Holidays. Under no circumstances is noise creation of any nature allowed on Sundays or Public Holidays and this includes any knocking of nails and drilling, so as not to disturb neighbours.

All noise levels are to be kept to a minimum with extra attention from 13.00 to 16.00 on weekdays and no excess noise after 22.00 during weekdays and weekends.

No owners or occupants of a unit shall perform or allow or permit any act, which may cause or tend to cause a nuisance to any other owner or occupant of the building including the playing of musical instruments, radios, compact disc players and television sets, singing or playing of drums.

Social functions are to be limited to a limited number of persons to ensure excessive noise and nuisance value is not created, to the detriment of fellow residents. Owners arranging a get together / party must notify the Trustees in writing and adhere to the rules agreed to.

Residents, staff/ employees must make every effort to perform their duties quietly and avoid vocal disturbances on the common property, including the stairs. Running up and down stairs is forbidden

Parents / guardians must monitor noise levels & play activities of children visiting the open play areas.

#### **16.0 PETS:**

No pets are permitted inclusive of dogs, cats, snakes, birds, monkeys, rodents and or fish.

The feeding of birds and stray animals on the premises and common property is forbidden.

Slaughtering of animals on site is not permitted under any circumstances. The fine for non-compliance thereof is R1000.00

#### **17. PESTS: ERADICATION OF PESTS**

An owner shall keep his unit free from white ants, cockroaches, borer and other wood destroying insects this end shall permit the Trustees, the managing agents and its duly authorised agents or employees, to enter his unit from time to time in the presence of the owner or tenant for the purpose of inspecting the unit and taking such action as may be reasonably necessary to eradicate such pests. The costs of inspection or eradication of any pests as may be found within the unit, replacement of any woodwork or other material part of such units, which may be damaged by any such pests, shall be borne by owner of the unit concerned.

The owner of a unit experiencing problems with any of the above mentioned pests should ensure that they notify the Trustees of the specific infestation inclusive of the day on which the fumigation will take

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place. It is also the owner's responsibility to ensure he/she obtains a certificate for work undertaken, as this may be requested by the Trustees or new owner upon sale of the unit.

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#### 18. PLUMBING

Any plumbing issues, within units is the sole responsibility of the owner, e.g. leaking taps, wash basin and toilet seats.

External plumbing and or sewerage lines are the responsibility of the body Corporate.

In accordance with the sectional Titles Act of 1986, the repair and maintenance of geysers or any other hot water system is the sole responsibility of the registered owner of the unit. Should any problems occur, then the owner concerned must ensure that the Trustees are notified timeously of any repair or maintenance work that is to take place.

The Trustees must be notified of any leaks or problems in the common property area, particularly if an owner notices anything along the water or municipal lines.

#### 19. REFUSE DISPOSAL

An owner or occupier of a section shall: -

**Maintain a hygienic receptacle for refuse** within each unit and ensure that before refuse is placed in such a receptacle it is securely wrapped or in the case of tins or other containers, completely drained. Glass must be safely wrapped in newspaper before being disposed of.

All refuse is to be placed inside refuse bags, which are securely tied. **Any cardboard boxes or other large items are to be broken down and then placed in the external dustbins.** The municipality do not pick up cardboard boxes unless contained in bins.

The municipality only removes domestic rubbish stored in municipal dustbins at the designated dustbin storage site. Residents are thus requested to ensure that any refuse other than standard domestic refuse is disposed of personally at the rubbish dump by their own means.

All municipal “ROSEWOOD ON 10TH” refuse dustbins are to remain in the designated dustbin storage area. The storage of rubbish outside of residential units is not permissible under any circumstances and therefore has to be immediately transferred to the municipal dustbins, within the designated storage area. Refuse may under no circumstances be left outside residential units in any form or positioned outside of municipal dustbins.

If despite the aforementioned Rule an owner or occupier deposits any rubble on common property the Trustees are authorized, without further notice to the owner or occupier, to remove of such refuse or rubble at the cost of the guilty party.

#### 20. SIGNS AND NOTICES

**No owner or occupier** of a unit shall place or permit to be placed, any sign, notice, billboard or advertisement **of any kind**, on or at the unit, or on or about the common property and the pavement without the consent of the Trustees.

Any owner selling his unit is to notify the Trustees accordingly and of any pending sale show-days that are planned. An owner is obliged to ensure that he/she instructs his/her Estate Agent to comply fully with

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the Conduct Rules. It is in the interests of the complex for Trustees to limited number of Estate Agencies or Letting Agents, in providing an Estate Agency Service to residents, within the complex. It is therefore essential that Estate agencies wishing to provide such a service within the complex are make prior application for accreditation and achieve acceptance prior to performing such service. The Trustees also reserve the right to immediate cancellation of such accreditation should the need so arise.

**No “for sale” or “to let” boards are permitted on site or in access road to the complex.** No Estate Agent may put up notice boards, signs or any other advertisement, without the consent of the Trustees. Failure to do so will result in the boards being removed, with the cost thereof being paid by the owner. The Trustees reserve the right to cancel agent accreditation as a result non-compliance with the rules. No notices other advertisement material is to be placed under the doors or handed to security staff.

#### 21. STORAGE OF FLAMMABLE MATERIAL

An owner or occupier **shall not store** any flammable materials/ liquids/ solids, or permit or allow any dangerous acts relating thereto, to be performed in the building or on the common property, which may have the potential to increase insurance risk, which may result in the increase of insurance premiums payable by the Body Corporate and or by individual owners, inclusive of the endangering the lives and property of owners and residents. Gas bottle must be stored in the gas bottle cage under lock and key at all times.

Confirmation of any unsafe and or illegal act being performed by any persons may be reported to the local authority with the liability and penalty relating thereto, will be borne by the responsible party.

#### 22. AVAILABILITY OF KEYS TO THE BUILDING/REMOTES/SECURITYCARDS

No “remote control” providing access to ROSEWOOD ON 10TH and/or key(s) to ROSEWOOD ON 10TH or any unit therein are to be given to any person other than persons having the right to occupy in the said unit.

Body Corporate Security will issue pin numbers and or security cards on instruction of the ROSEWOOD ON 10TH Body Corporate.

#### 23. OVERCROWDING

In compliance with the Health and Safety Act **“no owner of a two bedroom unit is permitted to allow his unit to be occupied by more than (4) four persons at any one time or not more than (5) persons at any one time in a 3 bedroom unit.”**

**“Overcrowding” is the term used for exceeding the legally permitted number of persons residing in a two bedroom sectional title unit. “Overcrowding” is expressly prohibited. No reasons for “overcrowding” will be not considered or permitted as it is against the law.**

**No owner, potential tenant and or buyer will circumvent such requirements** In the event of “overcrowding”, then the owner and or buyer must accept that they are acting illegally, with the full knowledge that the owner of the unit in question, will be responsible for any cost required, for correction thereof by the Body Corporate.

An Estate Agency acting as a rental and or selling/buying agent who fails to comply with the law in this instance, will be deemed to be acting unprofessionally and “only , in their own interests” and not in the



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interests of the Body Corporate or the tenant or the buyer as the case may be. The Agency will sacrifice accreditation and will be restricted from performing business at ROSEWOOD ON 10TH. The agent must ensure that the legal requirement of “overcrowding” is clearly presented and understood to buyer/client.

A fine of R500 per day will be imposed, on the owner, for “overcrowding” by the Body Corporate.

#### 24. LEVY PAYMENTS AND ACCOUNTABILITY

**Levies are due by unit owners and payable to Managing Agents on the first day of every month.** Interest will be charged on arrear accounts after the 7<sup>th</sup> (seventh) day of every month at a rate determined by the Trustees. A market related rate for debt collection will apply. **Unpaid levies in excess of 30 days, grossly affects the financial wellbeing of the Body Corporate and its paying residents, and is considered as a serious offence.** The Body Corporate is not a registered credit provider or bank and is therefore prohibited from acting as such. **The Trustees shall have a right to proceed with any right the Body Corporate may have in law, for the recovery of any amount due, at cost to the arrears unit owner. The non-payment of levies is expressly prohibited and will be severely dealt with. No credit will be considered or accepted in terms of levy payments by the Body Corporate.**

The developer will not be liable for levy payments prior to conclusion of sale. Each unit owner is a member of the “ROSEWOOD ON 10TH” Body Corporate.

Unit ownership provides each owner with a single voting right for each unit owned. Owners who are in arrears in their levy payments forgo their right to vote at general meetings but retain their rights to vote at special meetings.

#### 25. Functions

Permission to host a function at ROSEWOOD ON 10TH must be obtained from the Trustees, before the event takes place. Application forms can be obtained from the complex guardhouse at Albertsdal Heights and on completion, handed to security. Application forms must be submitted at least 7 days in advance of requested function date. If permission is given, it will be recorded. A R500.00 refundable deposit is required. The area used for the function is to be free of any waste and or debris caused as a result of such the function being held. Inspection will occur within 2hrs of conclusion of the function and providing the function area has been cleaned and returned to its original status the deposit will be refunded. The deposit will not be refunded if the area is not cleaned within 2hrs of the function. The Body Corporate reserves the right to reject such application dependant on the merits of such application. Cancellation of the function applications to residents as a result of complex and member abuse may become the order of the day if the aforesaid occurs. Any of any social event will be limited due to the design limitations of the complex and the essential due consideration of fellow members of the complex. Applicants must be residents and unit owners of ROSEWOOD ON 10TH.

#### 26. THE IMPOSITION OF FINES BY THE TRUSTEES UNDER CERTAIN CIRCUMSTANCES

The aim of imposing fines for “rule noncompliance” must not be seen as punitive, but as a deterrent to noncompliance of rules. The maintenance of required standards is, in the common interests, of all members of the Body Corporate and critical to good corporate governance.

The Trustees representing the Body Corporate reserve the right to fine an owner for abuse and or non-compliance, should the owner or the tenant, act in contravention of said Conduct Rules.

A fine will be imposed after a first written warning has been issued to the owner in question, for contravention of Conduct Rules. (Such a warning may be in respect of the owners tenant's contravention of the rules)

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**Failure to comply with any already contravened rule**, within the time period specified in the written warning, will result in a fine being imposed, the extent of fine will be determined at the discretion of the Trustees.

Please be aware that contravention of rules and the drawing up of a “written warning” applicable thereto, creates an additional workload for the administrator. A cost for the issue of warning letters may be allocated to the owners account.

#### **27. INDEMNITY OF BODY CORPORATE**

The Body Corporate of ROSEWOOD ON 10TH, its duly elected Trustees and Employees (including the Managing Agent) shall not be liable to any owner, occupant, contractors or visitors to the complex for any injury or damage of any nature, whatsoever, which he or any other persons may incur or sustain on common property or in any section thereof.

#### **28. DEVELOPER CONSTRUCTION AND MARKETING**

The developer reserves the right to continue to market all sectional title units incorporated in Ravenswood on 10<sup>th</sup>, on a continuous basis, until all the said units are sold and transfers have been effected. The developers appointed marketing agents are the permitted free access to site, inclusive of the effective positioning of the site marketing office, on site/roads deemed suitable to conduct effective complex sales. No restriction will be placed on the developer in **meeting and achieving the aforesaid inclusive of on necessary effective marketing techniques.**

**Please note that the Developers will reserve the right to complete construction unhindered until the developers considers all development work to have been successfully completed on the development at “ROSEWOOD ON 10TH” inclusive of remaining complexes to be built. The developer therefore reserves the right to reasonable circumvention of any of the Body Corporate Conduct Rules which would normally apply to persons, tenants, visitors, owners or companies, agents or employees and contractors in the interests of the successful conclusion of the said development. Such circumvention will not unreasonably jeopardise safety / security standards within the said developments or that of its residents or tenants.**

**All persons except for the persons authorised by the Development Company, are expressly prohibited entry to building sites. Compliance with any health and safety standards required during construction is a necessity.**

#### **29. UNACCEPTABLE STORAGE/POSITIONING/PLACEMENT OF ITEMS IN COMMON AREAS**

Owners instructed to remove items unacceptably positioned or stored in common areas in writing from the Body corporate will comply fully with request failing which the Body Corporate reserves the right to remove and dispose of such items at the local refuse dump or sell such items to defray expenses

## ANNEXURE “D”

ERF 910 Extension 83 Ravenswood Boksburg  
(Section 35(2)(b) of the sectional title act, 1986)

### **30. DEFECATION AND ALCOHOL ABUSE**

The practice of a person urinating or of relieving themselves in any way, whatsoever, on common property is strictly prohibited. The drinking of alcohol on common property is strictly prohibited including in the car park and landings or stairs.

The body corporate may impose heavy fines in this regard.