

DVR PROPERTY DEVELOPMENT PTY LTD
WINDMILL PARK X31
PRICE STRUCTURE - ANNEXURE E

DATE:

APPLICANT		SIGNATURE		AREA		EXT	
CO-APPLICANT		SIGNATURE		STAND		SIZE	
AGENT		DVR		STREET		HOUSE	

	45	50	55	60	65	70	80	100
	2 Bed - 1 Bath	2 Bed - 1 Bath	3 Bed - 1 Bath	3 Bed - 2 Bath	3 Bed - 2 Bath	3 Bed - 2 Bath	3 Bed - 2 Bath	3 Bed - 2 Bath
Stand Price (refer to list with stand prices)	R 400 000.00	R 400 000.00	R 400 000.00	R 400 000.00	R 400 000.00	R 400 000.00	R 400 000.00	R 400 000.00
Basic House Price	R 395 000.00	R 410 000.00	R 445 000.00	R 485 000.00	R 515 000.00	R 545 000.00	R 595 000.00	R 695 000.00
Raft foundations	included	included	included	included	included	included	included	included
Floortiles with tile skirting	included	included	included	included	included	included	included	included
Second Bathroom	n/a	n/a	n/a	included	included	included	included	included
Aluminium windows	included	included	included	included	included	included	included	included
Solar geyser - 150l	included	included	included	included	included	included	included	included
Downlights in lounge and kitchen	included	included	included	included	included	included	included	included
Cold water washing machine point	included	included	included	included	included	included	included	included
TOTAL SELLING PRICE (VAT included)	R 795 000.00	R 810 000.00	R 845 000.00	R 885 000.00	R 915 000.00	R 945 000.00	R 995 000.00	R 1 095 000.00

Optional Extras

Tuscan roof (Hip roof)	R 11 250.00	R 12 500.00	R 13 750.00	R 15 000.00	R 16 250.00	R 17 500.00	R 20 000.00	R 25 000.00
Plasterblocks on the corners of the house	R 2 700.00	R 3 000.00	R 3 300.00	R 3 600.00	R 3 900.00	R 4 200.00	R 4 800.00	R 6 000.00
Sliding door 1.8m (no side light)	R 5 000.00							
Sliding door 2.1m (1.8m door + 0.3m sidelight)	R 7 000.00							
Single garage, roll up door with remote	R 95 000.00							
Built in cupboards (2 doors)	R 5 000.00							
Built in cupboards (4 doors)	R 8 500.00							
Kitchen unit with undercounter oven & hob	R 20 000.00							

24.01.2023

SELLING PRICE	
FLISP	
DEPOSIT	
BOND AMOUNT	

DVR PROPERTY DEVELOPMENT (Pty) Ltd

2020/860731/07 * VAT no: 4040192520

Tel: 011 869 3930 * 011 869 3929 * 011 907 1510 * Fax: 086 457 0801

P.O. Box 18, KLIPRIVIER, 1871

sales@dvrpropdev.co.za / admin@dvrpropdev.co.za

ANNEXURE "E"

WINDMILL PARK EXT. 31 PRICE STRUCTURE

DATE:			
CLIENT - 1 : NAME & SURNAME:			
CLIENT - 1 : ID NUMBER:			
CLIENT - 2 : NAME & SURNAME:			
CLIENT - 2 : ID NUMBER:			
STAND NUMBER:		STAND SIZE:	
HOUSE TYPE:		STREET NAME:	

		PRICE	PRICE
STAND			
BASIC HOUSE			
OPTIONAL EXTRA's			
TUSCAN / HIP Roof	@ R250 / m ²		
Single garage - roll up door with remote	R 95 000		
BIC's - (2 door, white outside, chipboard interior)	R5 000 / unit		
BIC's - (4 door, white outside, chipboard interior)	R8500 / unit		
Sliding Door (With side-light)	R 7 000		
Sliding Door (With-out side-light)	R 5 000		
Plaster Blocks on corners of house	@ R60 / m ²		
		TOTAL PRICE:	
5 YEAR GUARANTEE	0.013	NHBRC (Incl):	
		DEPOSIT:	
		LOAN AMOUNT:	

Signatures:

Client:

1. _____ 2. _____

Witness:

1. _____ 2. _____

Revised - 24 Jan 2023

WINDMILL PARK EXTENSION 31

ANNEXURE "A"

For office use

Erf Number	
Erf Purchase Price	
Deposit to be paid	
Loan Amount required	
Contractor	

Attorney Panel Codes	
ABSA	2621
FNB	4781
NEDBANK	2419/0001
STD BANK	8496
SA HOME LOANS	67

DEED OF SALE

MADE AND ENTERED INTO BY AND BETWEEN:-

DVR PROPERTY DEVELOPMENT PROPRIETARY LIMITED

Registration Number 2020/860731/07

(VAT Registration Number 4040192520)

(hereinafter referred to as the "Seller")

Of __11 Jack Hindon Avenue, Alberante, Alberton

(Physical address)

AND

Name Purchaser 1: _____

Identity Number Purchaser 1:

--	--	--	--	--	--	--	--	--	--	--	--	--	--

Contact Number Purchaser 1:

--	--	--	--	--	--	--	--	--	--	--	--	--	--

Name Purchaser 2: _____

Identity Number Purchaser 2:

--	--	--	--	--	--	--	--	--	--	--	--	--	--

Contact Number Purchaser 2:

--	--	--	--	--	--	--	--	--	--	--	--	--	--

("the Purchaser/s")

SELLER initial: _____ PURCHASER 1 initial: _____ PURCHASER 2 initial: _____ WITNESSES initial: _____

APPENDIXES TO THIS AGREEMENT:

ANNEXURE B	:	BUILDING CONTRACT
ANNEXURE C	:	FINISHING SPESIFICATION SHEET
ANNEXURE D	:	HOUSE PLAN / BUILDING PLAN
ANNEXURE E	:	PRICE STRUCTURE
ANNEXURE F	:	SURVEYOR GENERAL DIAGRAM / SITE LAYOUT PLAN
ANNEXURE G	:	PURCHASER'S DETAILS

AGREEMENT

1. PREAMBLE

- 1.1 The Seller hereby sells the Erf to the Purchaser for the Purchase Price.
- 1.2 The Contractor is the duly appointed builder who will build the House on the Erf for the Purchaser.
- 1.3 The Purchaser wishes to acquire the Erf and simultaneously herewith also to sign a building agreement in terms of which the Contractor will construct or procure the construction of a house on the Erf.
- 1.4 The parties have agreed to the following terms and conditions subject to which the Erf shall be acquired by the Purchaser.

2. DEFINITIONS

In this agreement, unless the context clearly indicates an intention to the contrary, the following words and phrases shall have the meanings assigned to them:

- 2.1 "Agent" means _____;
- 2.2 "Contractor" means : **DVR Property Development (Pty) Ltd.**
NHBRC Number : **1-46641031**;
- 2.3 "Purchaser" means the Purchaser/s identified as such on page 1 of this agreement;

SELLER initial: _____ PURCHASER 1 initial: _____ PURCHASER 2 initial: _____ WITNESSES initial: _____

- 2.4 **"Erf"** means Erf _____
WINDMILL PARK EXTENSION 31 TOWNSHIP
- Measuring _____ square metres
- 2.5 **"House"** means the dwelling unit to be built on the Erf by the Contractor in terms of the Building Agreement entered into by the Contractor and the Purchaser;
- 2.6 **"The Property"** means the Erf and the completed House in terms of the Deed of Sale and the Building Contract;
- 2.7 **"Seller"** means DVR PROPERTY DEVELOPMENT (PTY) LIMITED, Registration Number 2020/860731/07;
- 2.8 **"Purchase Price of Erf"** means R _____
(_____)
Inclusive of VAT;
- 2.9 **"Deposit"** means R _____
(_____);
- 2.10 **"Deposit Due Date"** means _____ (being 7 days after the date of signature of this agreement);
- 2.11 **"Bond Approval Due Date"** means 30 days after the date of signature of this agreement;
- 2.12 **"Bond Amount"** means R _____
(_____)
the amount the Purchaser requested from the Bank;
- 2.13 **"Guarantee Due Date"** means 45 days after the date of signature of this agreement;
- 2.14 **"Practical Completion date"** means the date on which the Local Authority issues an occupation certificate which certifies that the House has been completed to the standards of the Local Authority that makes physical occupation possible by the Purchaser;

- 2.15 **"Seller's Conveyancers"** means Attorneys Du Plooy Incorporated of Unit 7 Visiomed Office Park, 269 Beyers Naude Drive, Northcliff, Tel (011) 431 3739 admin@duplooyinc.co.za
- 2.16 Words signifying the singular shall include the plural and words importing one gender shall include the others and vice versa.
- 2.17 The introduction and clause headings in this agreement shall not be taken into account in construing the contents hereof.

3. **SALE AND PURCHASE**

- 3.1 Subject to the hereinafter mentioned terms and conditions, the Seller hereby sells to the Purchaser who hereby purchases the Erf.
- 3.2 This Agreement shall be duly concluded upon timeous signature and transfer of the Erf to the Purchaser by the Seller and its validity will in no way be dependent upon the fact that signature not being communicated to the Purchaser.
- 3.3 The sale is subject to the suspensive condition that the Purchaser obtains a bond and pays the deposit in terms of clause 2 above and clause 4 below. The sale is also subject to the Purchaser entering into a Building Agreement with the Contractor simultaneously with the signature of this Agreement.

4. **PRICE AND PAYMENT**

- 4.1 The Purchase Price of the Erf is the amount set out in 2.8 above.
- 4.2 The Purchase Price shall be paid to the Seller upon registration of transfer of the Erf into the name of the Purchaser in offices of the Registrar of Deeds.
- 4.3 The Purchaser shall pay the Deposit on or before the Deposit Due Date. The Deposit shall be paid to the Seller's Conveyancers. The Conveyancer shall only invest the deposit upon written instruction and mandate from the Purchaser.
- 4.4 The balance of the Purchase Price of R _____
(_____)
shall be paid to the Seller OR its nominated Party against registration of transfer of the Property into the name of the Purchaser and shall be secured by the Purchaser by obtaining a **mortgage bond**.

SELLER initial: _____ PURCHASER 1 initial: _____ PURCHASER 2 initial: _____ WITNESSES initial: _____

4.3 **SUSPENSIVE CONDITION-BOND**

- 4.3.1 In the event that the Purchaser requires a mortgage bond to finance the balance of the Purchase Price of the Property, all applications for such finance to the bank(s) must be completed within 3 (three) days after signing of this agreement, to complete the necessary application forms for the obtaining of the aforesaid loan and undertakes further, that in the event of the loan being granted to him/her, to accept the loan, notwithstanding the fact that the terms and conditions in which such loan is granted may have changed between the date of signing of this agreement and the date of granting of such loan.
- 4.3.2 The Purchaser's attention is drawn to the detail that only certain Financial Institution/s has/have been identified to provide end-user finance and that all loan applications are governed by a certain exposure and terms and conditions set forward by the Financial Institution/s. All finance applications to be submitted through the Seller's Mortgage Originator.
- 4.3.3 This agreement is subject to the suspensive condition that the Purchaser is able, within 30 (thirty) days of date of signature of this agreement, to obtain a loan of at least R_____
- (_____)
- rand) or such lesser amount as the Purchaser may agree to accept) from a bank or other financial institution against the security of a first mortgage bond to be registered against the Erf.
- 4.3.4 In the event of the loan not being approved by the date referred to in 4.3.3 above, the period for the raising thereof shall be extended at the discretion of the Seller for such period as the Seller may determine in its sole discretion.
- 4.3.5 This Agreement is also suspensive upon the Seller obtaining the approval of the local authority to develop the development scheme, the local authority approving the installation of all the services to the Erf and the local authority issuing a Section 82 Certificate in terms of Ordinance 16 of 1986.

5. **ACKNOWLEDGEMENTS BY THE PURCHASER**

The Purchaser acknowledges that:-

- 5.1 He/she has acquainted himself/herself with the nature, conditions, beacons, extent and locality of the Erf; and
- 5.2 the Erf is sold subject to all conditions and servitudes mentioned or referred to in the current and/or prior title deeds of the Erf or any town planning scheme applicable thereto.

SELLER initial: _____ PURCHASER 1 initial: _____ PURCHASER 2 initial: _____ WITNESSES initial: _____

6. VAT

- 6.1 The Seller is a vendor and VAT is payable to the Seller in respect of this transaction.
- 6.2 The amount of VAT payable by the Seller is included in the Purchase Price.

7. TRANSFER AND TRANSFER COSTS

- 7.1 Transfer of the Erf shall be effected by the Seller's Conveyancers within a reasonable time after the Purchaser has complied with his obligations in terms of this agreement, and the Purchaser shall sign all necessary documents immediately on being requested to do so by the Seller's Conveyancers.
- 7.2 The Seller shall be responsible for and pay on demand the costs of registration of the Erf into the name of the Purchaser.
- 7.3 The Purchaser shall pay the bank's initiation fees, valuation fees and any other costs levied by the bank.
- 7.4 If the bond is registered by the Seller's Conveyancers, or their nominee, the Seller shall pay the transfer and bond registration costs. However if the bond is registered by any other attorney the Purchaser shall pay to the Seller's Conveyancers the fees to register the Erf.

8. RISK AND POSSESSION

- 8.1 The liability for the payment of municipal rates and taxes, for risks covered by the Seller's Insurance Policy and entitlement to any rents shall pass on registration of transfer to the Purchaser.
- 8.2 The Purchaser shall on demand refund to the Seller any municipal rates, taxes or other like expenses prepaid by the Seller in respect of the Erf, beyond such date.
- 8.3 Liability for risks other than those mentioned in 8.1 above shall also pass on registration of transfer to the Purchaser.
- 8.4 The Parties agree that occupation of the Property will be taken by the Purchaser upon the Practical Completion Date.

9. OCCUPATION AND INTERIM INTEREST

From the date of transfer of the Erf into the name of the Purchaser until the Practical Completion Date, the Parties agree that any interest charged to the Purchaser's bond by the bank (if any) will be for the account of the Seller. Any

interest after the date of the practical completion date will be for the account of the Purchaser.

10. ERF SOLD VOETSTOOTS

The Erf is sold *voetstoots* without warranty or representations express or implied as to its condition, nature or extent and subject to the conditions and servitudes, if any, referred to in or endorsed upon the title deeds of the Erf and all such other conditions as may exist in respect of the Erf.

11. DEFAULT BY THE PURCHASER

If the Purchaser commits a breach of any of the provisions of this Agreement and fails to remedy such breach with 7 (seven) days of dispatch of a notice in writing to the Purchaser in which the Purchaser is called upon to remedy such breach, then the Seller shall be entitled, without prejudice to any other rights which it may have at law or in terms hereof, to-

- 11.1 cancel this Agreement and claim such damages as it may have sustained due to the Purchaser's breach, and pending the determination of such damages to retain the deposit paid by the Purchaser on account thereof; or
- 11.2 cancel this Agreement and retain the deposit paid by the Purchaser as a penalty or as a pre-estimate of liquidated damages, which the Purchaser acknowledges is fair and reasonable; or
- 11.3 claim immediate performance by the Purchaser of all of the Purchaser's obligations in terms hereof, whether or not the due date for performance shall otherwise have arrived.

12. NOTICES AND DOMICILIA

12.1 The parties choose as their *domicilia citandi et executandi* their respective addresses set out on the front page of this Deed of Sale for all purposes arising out of or in connection with this Agreement at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

12.2 Any notice given in terms of this Agreement shall be in writing and shall –

- 12.2.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
- 12.2.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) day following the date of such posting;

SELLER initial: _____ PURCHASER 1 initial: _____ PURCHASER 2 initial: _____ WITNESSES initial: _____

12.2.3 if transmitted by facsimile be deemed to have been received by the addressee on the day following the date of dispatch; unless the contrary is proved

12.3 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from another including by way of facsimile transmission shall be adequate written notice or communication to such party.

13. AGENT

Agent commission payable in respect of this sale shall be paid by the Seller to the Agent as agreed between themselves.

14. BUILDING CONTRACT

14.1 It is recorded that the Purchaser has simultaneously with the signature of this Agreement entered into a building contract with the Contractor in terms whereof the Contractor shall construct or procure the construction of a house on the Erf.

14.2 The Parties agree that any breach of the building contract shall be a breach of this Agreement and a breach of this Agreement shall be a breach of the building contract.

15. THE CONSUMER PROTECTION ACT

The Purchaser acknowledges and agrees that:

15.1 He/she understands the content of this agreement and the annexures to this agreement and declares that he/she was not unduly influenced by the Seller of the Seller's agent to purchase the Erf and that the Purchaser entered into the agreement freely and voluntarily.

15.2 It is recorded that the Seller is a "producer" as defined in the Consumer Protection Act ("CPA) and that the Erf is sold with an "implied warranty of quality" as provided for in Section 56 of the CPA being a warranty that the Erf complies with the requirements and standards contemplated in Section 55 of the CPA which Section 55 provides that the Purchaser has a right to receive the Erf on the basis that –

15.2.1 it will be reasonably suitable for the purpose for which it is generally intended;

SELLER initial: _____ PURCHASER 1 initial: _____ PURCHASER 2 initial: _____ WITNESSES initial: _____

- 15.2.2 it is of good quality, in working order and free of any defects;
 - 15.2.3 it will be useable and durable for a reasonable period of time, having regard to the use to which the Erf would normally be put and to all the surrounding circumstances of its supply;
 - 15.2.4 except to the extent that the buildings have been altered after having left the control of the Seller.
- 15.3 It is however, as provided for in Section 55(6) of the CPA recorded that the Purchaser agrees to accept the Erf as it stands provided that the buildings are erected in a workmanlike fashion and substantially in terms of the plans and specifications.

16. JURISDICTION

For the purposes of all or any proceedings hereunder the parties hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction, notwithstanding that such proceeds are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court pursuant to Section 45 of the Magistrate's Court Act of 1944, or any amendment thereof, provided nevertheless that the Seller shall have the right, at its sole option and discretion, to institute proceedings in any other competent Court.

17. VARIATIONS

No variation or alteration of this agreement shall be of any force or effect unless reduced to writing and signed by the parties.

18. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any party to the other party in respect of performance of any obligation hereunder, and no delay in the enforcement of any right and no single or partial exercise of any right by any party under this Agreement, shall be construed to be an implied consent or otherwise affect any of the party's rights in terms of or arising from this Agreement or estop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

SELLER initial: _____ PURCHASER 1 initial: _____ PURCHASER 2 initial: _____ WITNESSES initial: _____

THUS DONE and SIGNED at _____ on this _____ day of
_____ 2023 in the presence of the undersigned witnesses:

AS WITNESSES:

1. _____

2. _____

For and on behalf of the Seller
**DVR PROPERTY DEVELOPMENT
(PTY) LTD**

THUS DONE and SIGNED at _____ on this _____ day
of _____ 2023 in the presence of the undersigned witnesses:

AS WITNESSES:

1. _____

PURCHASER 1

2. _____

PURCHASER 2

SELLER initial: _____ PURCHASER 1 initial: _____ PURCHASER 2 initial: _____ WITNESSES initial: _____

ANNEXURE "G"**PURCHASER'S Details/ Information for the Conveyancer**

I /We the **PURCHASER** warrant and confirm the following:

NATURAL PERSON

	PURCHASER 1				PURCHASER 2			
Full Name & Surname								
Identity Number								
Income Tax no.								
South African Resident?	Yes		No		Yes		No	
Marital Status	Single	In Community of Erf	Out of Community of Erf	Other	Single	In Community of Erf	Out of Community of Erf	Other
Married in other country?	Yes		No		Yes		No	
Physical Address								
Postal Address								
Telephone No								
Fax No								
Cell phone No.								
Email Address								
Bank Account Details								

SELLER initial: _____ PURCHASER 1 initial: _____ PURCHASER 2 initial: _____ WITNESSES initial: _____

BUILDING CONTRACT

In respect of a house to be built in the Development Scheme of

WINDMILL PARK EXT. 31

("the Building Contract")

entered into between the following Parties:

DVR PROPERTY DEVELOPMENT (Pty) Ltd.

Registration No: 2020/860731/07

hereinafter referred to as the "Developer or Contractor"

herein duly represented by

**Catharina Maria Pieterse duly authorised thereto by virtue of a resolution
and**

(1) _____ (Purchaser 1)

Identity Number: _____

(2) _____ (Purchaser 2)

Identity Number: _____

hereafter referred to as the "the Purchaser/s"

in respect of:

STAND NUMBER _____

CONDITIONS OF BUILDING CONTRACT

The Price Structure, House Plan, Specifications and Land Sale Agreement forms an integral part of the Building Contract

1. DEFINITIONS

- 1.1 **"Developer or Building Contractor"** means the developer as described on the first page of this Agreement;
- 1.2 **"Developer's address"** means P.O. Box 18, Klipriver, 1871,
Tel: (011) 869-3930 / 3929
- 1.3 **"Purchaser"** means the purchaser as described on the first page of this Agreement;

DVR: _____ Purchaser 1: _____ Purchaser 2: _____ Agent: _____ Witnesses: _____

- 1.4 **"Purchaser's address"** means the Purchaser's address as set out in the Client Information Sheet;
- 1.5 **"Stand"** means the Stand as described in the Price Structure;
- 1.6 **"Seller"** means the Seller of the property as described on the first page of the Land Sale Agreement;
- 1.7 **"House or building works"** means the dwelling unit to be built on the Stand by the Developer for and on behalf of the Purchaser;
- 1.8 **"House Plan"** means the building plan of the house to be built on the Stand, to be approved by the Local Authority marked Annexure "D"
- 1.9 **"Specifications"** means the internal products to be built in the house marked Annexure "C";
- 1.10 **"extras"** means the extra products that the Purchaser chooses other than the products in the list of specifications;
- 1.11 **"Property"** means the improved Stand which includes the House, all items, fixtures and construction of the building works as per the Price Structure, House Plan and specifications;
- 1.12 **"Land Sale Agreement"** means the Agreement of Purchase and Sale to which this Building Contract is attached as a schedule, and if that not being the case, then the Sale Agreement means a written agreement of sale in terms of which the Purchaser has purchased from the Seller the Stand and which entitles the Purchaser to take transfer of the Stand marked Annexure "A";
- 1.13 **"Building Contract Price"** means the price to build the house, as set out in the Price Structure, being the amount to be paid by the Purchaser to the Developer for the building works being the amount of ; R _____
(_____)
- 1.14 **"Practical Completion"** means the date on which the Local Authority issues an occupation certificate which certifies that the House has been completed to the standards of the Local Authority that makes physical occupation possible by the Purchaser;
- 1.15 **"Letter of Satisfaction and Final Acceptance"** means the Purchaser signing and accepting the House and confirming that the House has been completed to his satisfaction and in accordance with his Building Contract;
- 1.16 **"Final Building Progress Payment Form"** means the Purchaser signing and instructing the Bank to make the final payment to the Developer in terms of this agreement;
- 1.17 **"Occupation"** means the date on which the keys of the completed House are handed over to the Purchaser;

DVR: _____ Purchaser 1: _____ Purchaser 2: _____ Agent: _____ Witnesses: _____

1.18 **"Price Structure"** means the Price Structure attached to the Land Sale Agreement marked Annexure "E";

1.19 **"Client Information Sheet"** means the Client Information Sheet attached to the Land Sale Agreement.

2. **HOUSE CONSTRUCTION**

The Purchaser hereby instructs the Developer and the Developer hereby agrees to build a House for the Purchaser on the Stand at the Building Contract Price, which shall be paid from the Bond by the Bank and any cash deposit (if applicable) and any subsidy (if applicable) and in accordance with the House Plan, the specifications and the terms and conditions of this agreement within a reasonable period after the suspensive conditions have been fulfilled. The Developer may from time to time subcontract the building services to another subcontractor to attend and build all or a specialist part of the house.

3. **SUSPENSIVE CONDITIONS**

This agreement is subject to the following suspensive conditions:

- 3.1 Approval of the bond (as defined in the Land Sale Agreement) and having paid the deposit (if applicable);
- 3.2 That the Purchaser concluded an Agreement of Purchase and Sale (the Land Sale Agreement) with the Seller, which means:
 - 3.2.1 That the Purchaser obtained a bond from a bank;
 - 3.2.2 That the Seller accepted the Purchaser's offer to purchase wherein the Purchaser has bought the Stand on which the house is to be build;
 - 3.2.3 That the Developer shall not be entitled to conclude this Building Contract without the Purchaser entering into a Land Sale Agreement with the Seller for the purchase of the Stand on which the house is to be build;
 - 3.2.4 That all the terms and conditions as set out in the Land Sale Agreement have been fulfilled; and
 - 3.2.5 That the Stand is serviced by the Seller and the Local Authority and the House Plan is approved by the Local Authority.
- 3.3 Should paragraphs 3.1 and 3.2 not have been complied with, then there shall be no legal and binding Building Contract between the parties and this Agreement and the Land Sale Agreement shall automatically be cancelled and/or lapse and be of no force and effect, in which event the status quo ante shall prevail and the Purchaser shall be entitled the return of any deposit.
- 3.4 Notwithstanding the provisions above the parties record and accept that the suspensive conditions have been inserted for the benefit of the Developer and that the Developer may, in its sole discretion, extend the period for fulfilment of either such suspensive conditions by a period of not more than 6 (six) months.

4. **ACCEPTANCE OF HOUSE AND SIGNING OF LETTER OF SATISFACTION AND SNAG LIST**

- 4.1 Upon completion of the construction of the House, the Developer will call upon the Purchaser to attend the final Inspection of the house and signing of the Letter of Satisfaction, Final Acceptance Certificate and the Final Building Progress Payment forms;
 - 4.1.1 If the Purchaser is not satisfied with any work, the purchaser shall indicate to the Developer, in a final written Snag List, the items that needs to be repaired, which the Developer shall be obliged to repair within a reasonable time;
 - 4.1.2 If the Purchaser without any good reason refuses to accept the House or refuses to sign the Letter of

DVR: _____ Purchaser 1: _____ Purchaser 2: _____ Agent: _____ Witnesses: _____

Satisfaction, Acceptance Certificate and Final Progress Payment forms or fails to attend for inspection purposes after having received a second notice to do so, then the Purchaser hereby irrevocably accepts that a certificate signed by an independent qualified Inspector appointed by the Developer, shall be sufficient proof and Final Certification that the House has been completed and built according the Building Contract and be sufficient for release of all monies due.

- 4.2 It is a specific term of this agreement that the Purchaser shall not after having signed the Acceptance Certificate and/or having taken occupation of the Property, instruct the bank to hold back and not pay the Developer any amounts outstanding, and any attempt to do so, shall immediately entitle the developer to claim the full outstanding amount direct from the Purchaser.

5. BUILDING CONTRACT PRICE

- 5.1 The Building Contract Price shall be paid by the Purchaser to the Developer from the proceeds of the bond or from any deposits of the Purchaser (as per the price structure), as per clause 3.1 on completion of certain building work milestones as agreed between the bank and the Developer. The Parties agree that they will abide by the pay-out structure payment milestones of the bank for the building works.
- 5.2 In the event of the Purchaser failing or refusing to authorise progress or final payments, the Developer shall be entitled, without prejudice to any other rights which he may have in terms of this Contract or in Law, to stop the building works and forthwith claim damages and costs incurred and any interest accruing, shall be for the account of the Purchaser.
- 5.3 From the date of transfer of the Erf into the name of the PURCHASER until the Occupation date, the Parties agree that any interest charged to the PURCHASER'S bond by the bank (if any) will be for the account of the SELLER. Any interest after the date of the Occupation date will be for the account of the PURCHASER.

6. COMMENCEMENT OF CONSTRUCTION

Construction shall commence within a reasonable time after all the suspensive conditions of the Building Contract and the Land Sale Agreement have been fulfilled, the Building Plan has been approved by the Local Authority, and the Stand has been fully serviced with services by the local authority.

7. POSSESSION AND OCCUPATION

As from date of transfer of the Stand into the name of the Purchaser:

- 7.1 The Purchaser agrees that all rights of use to the Stand will be restricted until the Developer has completed the House and should the Purchaser wish to visit the building site; prior arrangements must be made with the Developer. The Purchaser may not in any circumstances delay, intervene or restrict the Developer from construction activity.
The Purchaser may only upon being called to do so in terms of paragraph 4 herein, indicate to the Developer which Snags need to be completed.
- 7.2 Should the Purchaser occupy the property before registration of the Property into the name of the Purchaser, the Purchaser will pay occupation rent in the amount equivalent to 1% (one percent) of the total purchase price, monthly in advance, to the Developer until the date of registration of the Property into the name of the Purchaser, pro-rated if applicable.

8. WARRANTY

- 8.1 Any latent defects, which occur within 3 months, or roof leakage within 1 (one) year after Occupation, due to defective materials, design, structural and/or poor workmanship, shall be conveyed in writing to the Developer within the above periods and will be rectified by the Developer at his cost within a reasonable time thereafter.

DVR: _____ Purchaser 1: _____ Purchaser 2: _____ Agent: _____ Witnesses: _____

- 8.2 The Developer shall under no circumstances be responsible for damages or losses caused by wear and tear, misuse, neglect, abuse, accident or in respect of arising from any risk insured against in terms of the homeowner's insurance policy.
- 8.3 The Developer shall be relieved of the above undertaking if the Purchaser fails to give the Developer written notice, within 7 (seven) days of the expiry of the said period, to the effect that the Developer is required to fulfil the relevant undertakings. A certificate by the appointed Inspector stating that any defect for which the Developer was liable and rectified shall be final and relieve the Developer from any further obligations.

9. FINANCIAL ADMINISTRATION

The Purchaser agrees that any deposit required, shall be paid to, and be administered by the conveyancer appointed by the Developer, who will, at the appropriate time, make payment to the Developer.

10. CANCELLATION AND/OR DEFAULT

- 10.1 Should the Purchaser fail to comply with the terms and conditions of this Agreement and the Developer having given the Purchaser 7 (seven) days written notice requesting to remedy such breach and the Purchaser remains in breach after receiving such notice, then the Developer shall, without further notice and without prejudice to any other rights which the Developer might have in law, be entitled to:
- 10.1.1 cancel this agreement and claim payment of all arrear instalments and payments, to retain payments already made by the Purchaser as *rouwkoop* and/or penalty and/or as liquidated and predetermined damages and/or as payment with regard to the prejudice which the parties hereby acknowledge and confirm that the Developer will have suffered as a result of such breach; or
- 10.1.2 Instead of exercising his rights in terms of 10.1.1 above, to cancel this agreement and to claim from the Purchaser such damages as the Developer may have suffered.
- 10.2 If the Purchaser without good reason fails to certify that the house is complete and/or take occupation of the Property then the developer would likewise be entitled to cancel this Agreement and exercise its rights in terms of 10.1.1 and 10.1.2 above.
- 10.3 Damages will include, but not be limited to: all costs incurred, including agent's commission, wasted conveyancing costs, plan drafting and approval fees, Local Authority connections costs, professional fees and an additional sum of 10% (ten percent) of the Building Contract Price.
- 10.4 A certificate signed by the Developer's project manager reflecting the costs incurred by the Developer as contemplated in above shall constitute *prima facie* proof of such damages.
- 10.5 In the event of this Agreement being cancelled, the Developer will be entitled to sell this property to another party to recover its damages.

11. DOMICILIUM AND NOTICES

- 11.1 The parties choose as their *domicilium citandi et executandi* the addresses mentioned hereunder, provided that such *domicilium* of either party may be changed by written notice from such party to the other party, with effect from the date of receipt or deemed receipt by the latter of such notice.
- 11.1.1 The Developer : the address appearing at 1.2 of this Agreement
- 11.1.2 The Purchaser : the address as set out in the Client Information Sheet
- 11.2 All notices in terms hereof shall be given in writing and shall be posted to the relevant *domicilium citandi et executandi* by prepaid registered post and/or hand delivered. It shall be deemed that any such notice which has

DVR: _____ Purchaser 1: _____ Purchaser 2: _____ Agent: _____ Witnesses: _____

been posted shall have been received by the addressee thereof at noon on the third day after the date on which such notice shall have been posted, unless otherwise determined herein.

12. NATIONAL HOME BUILDER'S REGISTRATION COUNCIL (NHBRC)

It is recorded that the Project and the House has been registered with the NHBRC and that the NHBRC requirements shall apply.

13. RESPONSIBILITY FOR DEALING WITH LOCAL AUTHORITY

13.1 The Purchaser hereby irrevocably appoints the Developer as his agent to apply and obtain the building plans for the house on the Stand.

13.2 The Purchaser hereby agrees to conclude an agreement with the local authority for the supply of water and electricity to the Stand upon the request from the Developer.

14. BUILDING OPERATIONS / PHASED DEVELOPMENT

The Purchaser acknowledges that the development scheme in which the property is situated will be developed in phases and that building work will take place upon adjacent or neighbouring Erven and that the said building operations may cause the Purchaser certain inconvenience. The Purchaser acknowledges that he/she shall have no claim either as against the Seller arising out of such building operations.

15. CONSUMER PROTECTION ACT

15.1 It is recorded that the Seller is a "producer" as defined in the Consumer Protection Act ("CPA") and that the Property is sold with an "implied warranty of quality" as provided for in Section 56 of the CPA being a warranty that the Property complies with the requirements and standards contemplated in Section 55 of the CPA which Section 55 provides that the Purchaser has a right to receive the Property on the basis that –

15.1.1 It will be reasonably suitable for the purposes for which it is generally intended;

15.1.2 It is of good quality, in good working order and free of any defects;

15.1.3 It will be useable and durable for a reasonable period of time, having regard to the use to which the Property would normally be put and to all the surrounding circumstances of it supply,

15.1.4 Except to the extent that the Buildings have been altered after having left the control of the Seller.

15.2 It is however (as provided for in Section 55(6) of the CPA recorded that the Purchaser agrees to accept the Property as it stands provided that the Buildings are erected in a workmanlike fashion and substantially in terms of the attached plans and specifications. (Purchaser to initial next to this provision as proof that the Purchaser has assented to this provision and that the Purchaser acknowledges the notice and his awareness of risk and acceptance of the provision.);

16. SEVERANCE

Should any provision of this Agreement be found to be void or unenforceable it shall be severable from the Agreement and shall not affect the validity of the remaining provisions of the Agreement

17. ENTIRE AGREEMENT AND AMENDMENTS

17.1 This Agreement contains the entire agreement between the Parties and neither party has given the other party any undertaking, furnished any promises or given warranties other than what is described in this Agreement.

17.2 Any amendment, addition or change to this Agreement shall only be effective between the Parties if in writing and accepted and signed by both Parties

DVR: _____ Purchaser 1: _____ Purchaser 2: _____ Agent: _____ Witnesses: _____

18. JURISDICTION

- 18.1 This Agreement will in all aspects be governed by and construed in accordance with the laws of South Africa.
- 18.2 It is agreed that the parties hereby consent in terms of the provisions of the Supreme Court Act, Act 59 of 1959, to the jurisdiction of the High Court. It is agreed that either party shall have the right to take action in the High Court or in such other Court as would have jurisdiction other than for the provisions of this paragraph.

19. SIGNATORY

- 19.1 The Purchaser hereby confirms that he/she has familiarised him/herself with the contents of this Agreement and by signing this Agreement, he/she fully understands the contents thereof.
- 19.2 The Parties hereto affix their signatures to this agreement and are required to initial the Building Contract, Price Structure, Plans and Specifications

THUS DONE AND SIGNED BY **PURCHASER / S:**

AT _____ ON THIS _____ DAY OF _____ 20____ .

WITNESSES:

1. _____
SELLING AGENT

PURCHASER 1

2. _____
WITNESS

PURCHASER 2

Note: If the Purchaser is married in community of property or co-habits with another partner or is married by customary union, then the "Spouse" is required to sign as second Purchaser.

THUS DONE AND SIGNED BY THE **DEVELOPER:**

AT **ALBERTON** ON THIS _____ DAY OF _____ 20____ .

WITNESSES:

1. _____

for and on behalf of the **DEVELOPER**, who by his signature warrants that he is duly authorized hereto

DVR: _____ Purchaser 1: _____ Purchaser 2: _____ Agent: _____ Witnesses: _____

DVR PROPERTY DEVELOPMENT (Pty) Ltd.

2020/860731/07 * VAT no: 4040192520

Tel: 011 869 3929 011 869 3930 011 907 1510 * Fax: 086 457 0801

P.O. Box 18, KLIPRIVIER, 1871

admin@dvrpropdev.co.za

WINDMILL PARK EXT. 31 **CLIENT SPECIFICATION**

ANNEXURE "C"

24.01.2023

STAND _____

1 FOUNDATIONS

- 1.1** All external load-bearing walls will be founded on raft foundations as indicated on the working drawings and specified by the appointed engineer.
- 1.2** All internal walls will be founded on raft foundations as indicated on the working drawings and specified by the appointed engineer.
- 1.3** Conventional building methods will be used unless otherwise instructed by the appointed engineer.

2 SUPERSTRUCTURE

- 2.1** Final levels & plinths and steps to be determined on site by Contractor.
- 2.2** All bricks SABS Approved.
- 2.3** External – Clay bricks or Cement bricks, depending on availability.
- 2.4** Internal – Smooth Plaster as per developer's choice.

3 ROOF

- 3.1** Constructed with prefabricated roof trusses.
- 3.2** House roof to be pitched at 26 degrees and covered with cement tiles.

4 DOORS AND DOORFRAMES

- 4.1** All external doors to be solid doors.
- 4.2** All internal doors to be hollow core hardboard type suitable for painting.
- 4.3** All external doorframes to be 1.2mm pressed steel.
- 4.4** All internal doorframes to be 1.2mm pressed steel.
- 4.5** Weather boards to be fitted to all external doors.

5 WINDOWS

- 5.1** Standard aluminium windows with handles and catches as indicated on the working drawings.
- 5.2** Curtain tracks to be provided, single in toilet and bathroom, double in rest of house.

DVR: _____ Purchaser 1: _____ Purchaser 2: _____ Agent: _____ Witnesses: _____

6 GLAZING

- 6.1 Clear sheet glass generally in thickness as recommended by glazier.
- 6.2 Obscure glass to glazier's choice will be installed in bathrooms and WC's.

7 WINDOW SILLS

- 7.1 Internal – Plaster to match wall finish.
- 7.2 External – Brick on edge, plastered and painted.

8 FLOOR FINISHES

- 8.1 Concrete floated floors, floor tiles throughout with tile skirtings as per developer's choice.

9 CEILING

- 9.1 Ceilings to be provided – standard gypsum board & gypsum Cornish.

10 PAINTING

- 10.1 Internal – Painted with High Acrylic PVA Paint
- 10.2 External - PVA undercoat and exterior Acrylic PVA finishing coat – as per Architects choice.

11 IRONMONGERY

- 11.1 Internal doors to be fitted with standard two lever mortise locksets.
- 11.2 External doors are to be fitted with standard three lever mortise locksets.

12 ELECTRICAL

- 12.1 Plug and light point per room, external light, stove point with isolator and distribution board as indicated on the floor layout.
- 12.2 All internal light fittings will be of the white bowl bulkhead type.
- 12.3 Downlights in lounge and kitchen.
- 12.4 External light fittings to be watertight.

13 PLUMBING

- 13.1 All sanitary fittings are to be standard type vitreous china and an acrylic cistern.
- 13.2 Bath is to be 1 700 mm long white acrylic type.
- 13.3 Wash basins will be fixed on concealed brackets.
- 13.4 WC's will have standard cisterns.
- 13.5 A single bowl sink unit.
- 13.6 Taps are to be Cobra star taps or equal.
- 13.7 Complete hot and cold water reticulation, including taps and 150 litre solar geyser with pressure release valve and electrical thermostat and connection.
- 13.8 Outside tap included over gully.

14 CARPENTRY

14.1 Kitchen – Standard only sink unit with Formica top.

14.2 BIC – Optional extra.

15 CERAMIC TILING

15.1 Kitchen – Above sink unit.

15.2 Bathroom – 3 Rows above bath & washbasin and in front of bath.

Note: Tiles will not be laid behind kitchen cupboards or under kitchen cupboards.

16 SITE WORKS

16.1 The property will be levelled to the extent as determined by the Developer.

16.2 No landscaping, other than general removal of building rubble and provision will be made for storm water runoff.

17 AVAILABILITY OF MATERIAL

17.1 All materials herein are subject to availability, where any materials are not readily available, The DEVELOPER shall have the right to use the nearest similar material available.

18 OPTIONAL EXTRAS

18.1 Items specifically excluded from the house selling price unless otherwise purchased as an Optional extra (Refer to Price Structure).

Thus done and signed at **ALBERTON** on this _____ day of _____ 20__

As Witnesses:

1. _____

DVR Property Development (Pty) Ltd

2. _____

Thus done and signed at _____ on this _____ day of _____ 20__

As Witnesses:

1. _____

SELLING AGENT

Purchaser (1)

2. _____

Purchaser (2)

DVR: _____ Purchaser 1: _____ Purchaser 2: _____ Agent: _____ Witnesses: _____

D.V.R. PROPERTY DEVELOPMENT cc**PERSONAL INFORMATION****Annexure "C"**

ALL OF THE BELOW INFORMATION IS REQUIRED TO COMPLETE YOUR CONTRACT & BOND APPLICATION

COMPLETE IN FULL	MAIN APPLICANT		SIGNATURE	
Surname:				
Names:				
ID Number:				
SARS Tax Number:			Date :	
Do you have any Tax Obligations outside of RSA:	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Are you married:	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Type of Marriage:	<input type="checkbox"/> Civil <input type="checkbox"/> Traditional			
Country of Marriage				
How many children are dependent on you:				
Have you owned property before:				
Name of Bank where your salary is paid in:				
Branch where you opened this account:				
Type of bank account (Cheque/Savings)				
Account number:				
Contact Numbers	Work:		Cell:	
	E-Mail:			
Do u have life insurance:	<input type="checkbox"/> Yes <input type="checkbox"/> No		Company:	
Current Residential Address (Please supply proof of residence)				
				Code:
How long have you been living at this address:				
Current Postal Address:				
				Code:
Town of Birth:				
Home Language:				
What is your highest qualification:				

IN ORDER TO ASSIST YOU, WE REQUIRE THE FOLLOWING DOCUMENTS:

- Payslip / salary advice (Latest 3 months), if paid overtime / commission / weekly 6 months payslips
- 3 Months Bank statements - reflecting nett salary deposits / 6 months for overtime / commission & weekly earnings
- ID Copies of self and spouse (if married) - ID Cards - both sides
- Marriage Certificate / Divorce Degree / Death Certificate
- Proof of Residence - Not older than 2 months

OUR CONTACT NUMBERS

OFFICE (011)869-3930, (011) 869-3929, (011) 907-1510, FAX (086) 457 0801
 e-mail: admin@dvrpropdev.co.za

TO BE COMPLETED IN FULL BY CLIENT

D.V.R. PROPERTY DEVELOPMENT cc

EMPLOYMENT & NEXT OF KIN DETAILS

Annexure "C"

ALL OF THE BELOW INFORMATION IS REQUIRED TO COMPLETE YOUR CONTRACT & BOND APPLICATION

COMPLETE IN FULL	MAIN APPLICANT		SIGNATURE	
Your current Employer:				
Occupation / Position:				
Employee Number:				
Date started working here:			Date:	
Where is your offices:				
Employer Physical Address:				
		Code:		
Your Manager's Name:				
Manager's contact number:				
HR Manager Name:				
HR Manager contact number:				
Your Previous Employer:		How long did you work there:		

INFORMATION OF RELATIVE NOT LIVING WITH YOU

Surname:		Title:	
Names:		Initials:	
ID Nr:			
Relationship to you			
Current Physical Address			
		Code:	
Contact Details	Home:		
	Work:		
	Cell:		

IN ORDER TO ASSIST YOU, WE REQUIRE THE FOLLOWING DOCUMENTS:

- Payslip / salary advice (Latest 3 months), if paid overtime / commission / weekly 6 months payslips
- 3 Months Bank statements - reflecting nett salary deposits / 6 months for overtime / commission & weekly earnings
- ID Copies of self and spouse (If married) - ID Cards - both sides
- Marriage Certificate /Divorce Degree / Death Certificate
- Proof of Residence - Not older than 2 months

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e-mail: admin@dvrpropdev.co.za

D.V.R. PROPERTY DEVELOPMENT cc**PERSONAL INFORMATION****Annexure "C"****ALL OF THE BELOW INFORMATION IS REQUIRED TO COMPLETE YOUR CONTRACT & BOND APPLICATION**

COMPLETE IN FULL		CO-APPLICANT		SIGNATURE	
Surname:					
Names:					
ID Number:					
SARS Tax Number:				Date :	
Do you have any Tax Obligations outside of RSA:		<input type="checkbox"/> Yes <input type="checkbox"/> No			
Are you married:		<input type="checkbox"/> Yes <input type="checkbox"/> No			
Type of Marriage:		<input type="checkbox"/> Civil <input type="checkbox"/> Traditional			
Country of Marriage					
How many children are dependent on you:					
Have you owned property before:					
Name of Bank where your salary is paid in:					
Branch where you opened this account:					
Type of bank account (Cheque/Savings)					
Account number:					
Contact Numbers	Work:		Cell:		
	E-Mail:				
Do u have life insurance:		<input type="checkbox"/> Yes <input type="checkbox"/> No		Company:	
Current Residential Address (Please supply proof of residence)					
				Code:	
How long have you been living at this address:					
Current Postal Address:					
				Code:	
Town of Birth:					
Home Language:					
What is your highest qualification:					
IN ORDER TO ASSIST YOU, WE REQUIRE THE FOLLOWING DOCUMENTS:					
- Payslip / salary advice (Latest 3 months), if paid overtime / commission / weekly 6 months payslips - 3 Months Bank statements - reflecting nett salary deposits / 6 months for overtime / commission & weekly earnings - ID Copies of self and spouse (If married) - ID Cards - both sides - Marriage Certificate / Divorce Degree / Death Certificate - Proof of Residence - Not older than 2 months					
OUR CONTACT NUMBERS					
OFFICE (011)869-3930, (011) 869-3929, (011) 907-1510, FAX (086) 457 0801 e-mail: admin@dvrpropdev.co.za					

TO BE COMPLETED IN FULL BY CLIENT

D.V.R. PROPERTY DEVELOPMENT cc

EMPLOYMENT & NEXT OF KIN DETAILS

Annexure "C"

ALL OF THE BELOW INFORMATION IS REQUIRED TO COMPLETE YOUR CONTRACT & BOND APPLICATION

COMPLETE IN FULL	CO-APPLICANT	SIGNATURE	
Your current Employer:			
Occupation / Position:			
Employee Number:			
Date started working here:		Date:	
Where is your offices:			
Employer Physical Address:			
		Code:	
Your Manager's Name:			
Manager's contact number:			
HR Manager Name:			
HR Manager contact number:			
Your Previous Employer:		How long did you work there:	

INFORMATION OF RELATIVE NOT LIVING WITH YOU

Surname:		Title:	
Names:		Initials:	
ID Nr:			
Relationship to you			
Current Physical Address			
		Code:	
Contact Details	Home:		
	Work:		
	Cell:		

IN ORDER TO ASSIST YOU, WE REQUIRE THE FOLLOWING DOCUMENTS:

- Payslip / salary advice (Latest 3 months), if paid overtime / commission / weekly 6 months payslips
- 3 Months Bank statements - reflecting nett salary deposits / 6 months for overtime / commission & weekly earnings
- ID Copies of self and spouse (If married) - ID Cards - both sides
- Marriage Certificate / Divorce Degree / Death Certificate
- Proof of Residence - Not older than 2 months

OUR CONTACT NUMBERS

OFFICE (011)869-3930, (011) 869-3929, (011) 907-1510, FAX (086) 457 0801
e-mail: admin@dvrpropdev.co.za

NHBRC Central Office
5 Leeukop Road
Sunninghill
Johannesburg

P.O. Box 461
Randburg, 2126
Docex 96 Randburg.

Toll Free No. 080 0200 824
Fraud Hotline 080 0203 698
Tel: +27(0)11 317 0000
Fax: +27(0)11 317 0599
www.nhbrc.org.za

DVR CONSTRUCTION cc

Contact details:
011 869 3930 / 29
admin@dvrconstruction.co.za



HOUSING CONSUMER INDEX

SECTION A: HOME BUILDER DETAILS

Trading Name: _____ NHBRC Reg:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Please print name: _____ Signature: _____ Date: _____

SECTION B: PROPERTY DETAILS (As per the Title deed/Deed of Sale/Transfer)

Stand/Erf No: _____ Unit _____ Ptn _____

Township: _____ Ext: _____ Province: _____

Street Address: _____ Complex Name: _____

*Local Municipality Name: _____

Estimated Start Date: _____ Estimated completion date: _____ Estimated occupation date: _____

Selling price (Building and Land value)

R																			
---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Enrolment Fee

R																			
---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Enrolment Category: ☐ Speculative ☐ PA003 ☐ Sectional Title

SECTION C: HOUSING CONSUMER DETAILS

(1) Title _____ Initials _____ Surname _____ ID No: _____

(2) Title _____ Initials _____ Surname _____ ID No: _____

Preferred method of communication: ☐ Email ☐ Cellphone ☐ Fax ☐ Post

Postal Address: _____ City _____ Code _____

Contact Details: Home _____ Work _____ * Cell _____

Email _____ Fax _____

(1) Signature: _____ (2) Signature: _____

Date: _____

DVR PROPERTY DEVELOPMENT (Pty) Ltd.

2020/860731/07 * VAT no: 4040192520

Tel: 011 869 3930 * 011 869 3929 * 011 907 1510 * Fax: 086 457 0801

P.O. Box 18, KLIPRIVIER, 1871

karen@dvrpropdev.co.za

CONSENT LETTER

NAME : _____

IDENTITY NUMBER: _____

MARITAL STATUS : _____

PROPERTY DETAILS : _____

I/We do hereby appoint **DVR Property Development (Pty) Ltd** with power of substitution to be my/our agent and to:

1. Sign, process and submit all documents necessary for the submission of working drawings for the above mentioned property;
2. Sign, process and submit all documents which might be needed to obtain approval from the Local Municipality (water connections, electricity connections) of the above mentioned property as if I/ we are personally present and acting, hereby rectifying whatever such an agent shall do in terms hereof.
3. Sign any and all documents that might be needed in the construction, completion and finalizing of my/our house, except the Happy Letter and the Progress Payment Draw Form from the bank.

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

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

CLIENT (1) _____ DATE: _____

CLIENT (2) _____ DATE: _____

WITNESS _____ DATE: _____

DVR AGENT _____ DATE: _____



DVR PROPERTY DEVELOPMENT PTY LTD

Property Development, Project Management and Construction

2020/860731/07 * VAT no: 4040192520

Tel: 011 869 3929 * 011 869 3930 * 011 907 1510 * Fax: 086 457 0801

POPI CONSENT

CONSENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT

I, the undersigned

Id number/s

Hereby agree/disagree to share my personal information with **DVR PROPERTY DEVELOPMENT PTY LTD** for the purposes of constructing a residential house.

Property Description.....

We at **DVR PROPERTY DEVELOPMENT PTY LTD** would like to assure you, that protecting the privacy of your personal data is important to us. The personal data that we have obtained from you or your agent is a priority and that it is used appropriately, transparently, securely and in accordance with the applicable laws.

The Protection of Personal Information Act No 4 of 2013 (POPIA) came into effect on the 1st of July 2021. Its purpose is to safeguard your personal information by regulating how we collect, process, store, destroy personal information and special information.

I **consent / do not consent** to DVR Property Development PTY Ltd to use and release **my / our** personal information to the following entities in order to obtain a bond outcome from the various banks through loan originators & banks directly, help with assurance & insurance issues, deal with the registering & transferring attorneys, municipality in order to open water accounts/submission of plans etc & NHBRC submissions, Financial institutions & NHFC for submission of FLISP Applications.

I **consent / do not consent** to allow **DVR PROPERTY DEVELOPMENT PTY LTD** to keep in contact with me via all communication measures eg. telephone, whatsapp, Sms or email.

Your privacy is important to us and you have rights in terms of applicable data privacy legislation. Please understand that we only use your information in order to be able to supply you with the end product of constructing a residential house for you to live in and make many lasting memories.

.....
Client 1

.....
Client 2

.....
Date

VERY IMPORTANT NOTICE TO ALL AGENTS

**BEFORE SIGNING A CONTRACT, PLEASE TAKE NOTE
OF THE FOLLOWING:**

1. Check the estimated income qualifier documents attached.
2. FLISP is only applicable on an income of maximum R22 000.00 gross, amongst other criteria.
3. DVR Client Information documents need to be FULLY completed as this is used for various processes eg. Council, NHBRC.
4. The Multinet documents need to be completed in FULL by the applicant/s as this is a declaration. Actual expenses need to be declared by using the bank statement and not guessing.
5. Ensure that copies of the ID's are clear and legible (No ghost faces).
6. Please refer to the DVR Client Information Sheet for the FICA documents required.

Acknowledged by Agent:

Agent Name

Date