

14 February 2024
Mortgage bond

"BOARDWALK ESTATE"

AGREEMENT OF SALE

between

WOODEAST PROPERTIES PROPRIETARY LIMITED

Registration No. 1991/002945/07

herein represented by in his capacity as director of the
company duly authorised hereto by resolution
("the seller")

and

.....

("the purchaser")

and

BARROW CONSTRUCTION PROPRIETARY LIMITED

Registration No.:

herein represented by in his capacity as director of the
company duly authorised hereto by resolution
("the contractor")

INTRODUCTION

- a The seller is the registered owner of Erf 10046 Plettenberg Bay, and has made application to the Municipality for the subdivision of the said land for the purposes of developing the first phase of a cluster housing scheme thereon, comprising 31 portions with residential dwellings to be developed thereon as well as a road and associated common areas.
- b The seller is, in addition, the registered owner of erven 8740 to 8743 Plettenberg Bay, and has made application to the Municipality to rezone, consolidate and simultaneously then subdivide the said erven into 9 portions and a road portion, which will comprise the second phase of the said cluster housing scheme.

- c The seller and the contractor are registered homebuilders as provided for in the Housing Consumers Protection Measures Act 95 of 1998 ("the NHBRC Act") and will procure that the dwelling, as defined herein, is duly enrolled as a home and in accordance with the said Act and applicable rules and regulations and will, thereafter, ensure that the dwelling is constructed in accordance with the requirements as prescribed therein.
- d The contractor, by its signature to this agreement, acknowledges its obligation as homebuilder as provided for in 7.7, 7.8, 10.1 and 10.3 of annexure 1.
- e The seller hereby sells to the purchaser who purchases a proposed portion of land in the first phase of the cluster scheme, together with a dwelling house which the seller will develop thereon, all as described in and on the terms and conditions set out in the schedule read together with annexures 1 to 6 annexed thereto, being:
- annexure 1 - General conditions of sale
 - annexure 2 - Estate layout/plan, reflecting location of the portion
 - annexure 3 - Sketch plans of the dwelling to be developed on the portion by the seller in terms of this agreement
 - annexure 4 - Specification and schedule of finishes, including optional extras of the dwelling to be developed by the seller on the portion
 - annexure 5 - Draft Memorandum of Incorporation of the homeowner's association
 - annexure 6- Draft homeowners association estate rules

SCHEDULE TO AGREEMENT OF SALE

- | | | |
|---|---|--|
| 1 | Description of the land on which the cluster scheme is to be developed | Erf 10046 Plettenberg Bay Township measuring 1,7349 hectares and Erven 8740 to 8743 Plettenberg Bay measuring a total of 3587 square meters, in the Bitou Municipality, Division Knysna, Province of the Western Cape. |
| 2 | Description of the portion sold and to be developed | Portion of Erf 10046 Plettenberg Bay Township as indicated on annexure 2. |
| 3 | Name of the cluster housing scheme to be developed on the land | "Boardwalk Estate" |
| 4 | Description of dwelling to be developed by the seller on the portion in terms of this agreement | A type dwelling as shown and more fully described on the plans annexed hereto marked annexures 2 and 3 read together with annexure 4. |
| 5 | Approximate area of the portion | square metres. |
| 6 | Approximate area of the dwelling | square meters as described in annexure 3 read with annexure 4. |
| 7 | Description of the property sold | The portion together with the dwelling to be developed thereon as provided for in this agreement. |
| 8 | Sellers Details | Woodeast Properties Proprietary Limited |
| | Physical Address | C/o Barrow Properties
101 Central Street
Houghton Estate
Johannesburg |
| | E-mail: | pete@vunaniproperties.co.za
markU@barrow.co.za
paul@barrow.co.za |
| 9 | Purchase price of the property | R (including VAT). |

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|----|--|--|
| 18 | Purchaser's domicilium address i.e. address where purchaser will accept service of legal documents | As reflected on the schedule headed "purchaser's details" on the final page of this schedule. |
| 19 | Portions to be transferred to the Association in accordance with the conditions of subdivision as prescribed by the Municipality | The road, gatehouse and clubhouse portion/s as indicated on annexure 2. |
| 20 | Name & address of seller's conveyancers | <p>Strauss Scher Attorneys
 P O Box 786473
 Sandton 2146
 (ref : Mr J H Scher/Nancy Chowthree)
 Tel : 0027 11 883 9798
 Fax : 0027 11 883 6661
 <u>e-mail : nancy@strausscher.co.za</u></p> |
| 21 | Penalty interest | 2% above the prime overdraft rate of Nedbank from time to time. |
| 22 | Occupational Interest | Purchase price multiplied by the mortgage bond rate of Nedbank Bank (less 1% i.e. if bond rate is 11%, then the purchase price is multiplied by 10%) and divided by 12, payable monthly in advance, pro rata from the occupation date to transfer, subject to 5 of annexure 1. |
| 23 | Property Practitioner | Bruce Noble (Remax Prime Properties) |

PURCHASER'S DETAILS
(Purchaser's chosen domicile in terms of 16 of this schedule)

Purchaser

1. Name :
2. Identity No.: :
(supply copy of ID) *
3. Married? [YES/NO]
4. If married, name and Identity No.: of spouse :
.....
5. How are you married :
(by ANC / in community of property / foreign law / customary law)
6. Tax number :
7. Residential address :
(Supply proof of residence) *
.....
8. Are you Prominent Public Official (PPO) [YES/NO]
9. Are you related to a PPO [YES/NO]
10. E-mail address :
11. Telephone No. :
12. Mobile No. :
13. Occupation :
14. Employer :
15. Source of funds to pay deposit :
(ie savings/income from employment)

*** The seller's conveyancers will require sight of the originals of these documents or of originally certified copies thereof before the transaction is concluded or deposit or any part thereof is refunded to the purchaser**

Signed at on 2024.

As Witness

1. _____ purchaser
2. _____ spouse (if the purchaser is married in community of property or married outside South Africa when the husband was not domiciled in South Africa at the time of marriage)

Signed at on 2024.

As Witness

1. _____ seller
2. _____