

**CONDITIONS OF SALE – VIA PUBLIC AUCTION
ERF 11277, ENSLIN STREET & PORTION OF THE HIGH LEVEL ROAD, PAARL FOR
LOW DENSITY RESIDENTIAL PURPOSES**

CONDITIONS DRAKENSTEIN MUNICIPALITY AS PER SELLER

ADDENDUM “B” to sale agreement

SITE DETAIL

Erf 11277, Paarl

Surveyor-General Description	: Erf 11277, Paarl
Location	: Enslin Street
Extent	: ± 3 605 m ²
Existing Building	: Vacant municipal property
Current Zoning	: “Public Place”

Portion of the High Level Road

Location	: Enslin Street
Extent	: ± 3 263 m ²
Existing Building	: Vacant municipal property
Current Zoning	: “Land reserved for Future Road purposes”

Conditions Applicable to the Property as Imposed by the Municipality/Seller

1. The property only be utilised for low density residential purposes (6 residential single dwelling units) in terms of the Spatial Development Framework and in line with the density of Queen Street;
2. The purchaser will be responsible for all costs e.g. survey, rezoning, subdivision, consolidation, advertisement, relocation of services, required studies, (if any) and any other costs related to the development;
3. All statutory requirements for the proposed development must be met by the purchaser at own cost;
4. Any required relocation or upgrading of existing services or installation of new services will be at the cost of the successful bidder and must be done in consultation with the Directorate: Infrastructure Services;
5. The Developer will not have an automatic choice to manage water and electricity reticulation within the property. A report regarding this must be submitted to Council who will then decide whether such a reticulation service can be rendered by the Developer/HOA.
6. The development of the properties must commence and be completed within the time frames as specified in the conditions, paragraphs 10 and 11 stipulated below;
7. That all administrative and legal requirements be adhered to.

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8. In terms of the SDF consideration should be given to the following development guidelines:
 - 8.1 Appropriate treatment of interfaces, heights, form of development and intensity – reinforcement of rural landscape and activity character and reflect compact unobtrusive nodes, conforming to local vernacular in terms of scale, form and design;
 - 8.2 Maintaining the dominance of the natural and agricultural landscapes;
 - 8.3 Create a dominant ecological conservation and preservation area as a major component of undisturbed landscape to form part of the critical biodiversity areas (CBA's);
 - 8.4 Create strategic ecological corridors through the site to strengthen the linkages between critical biodiversity areas (CBA's);
 - 8.5 Introduce a gradient of landscape uses that filters from conservation areas (biodiversity and/or heritage) through to:
 - 8.5.1 the community gardens that act as a functional buffer between the conservation area and development,
 - 8.5.2 protecting conservation worthy places and heritage areas (e.g. Farmsteads)
 - 8.5.3 The settings of special cultural features are to be protected by providing them with 'breathing space' and leaving public views uncluttered.
 - 8.5.4 Traditional patterns of plantings are to be protected by ensuring that existing tree alignments and copses are not destroyed but are reinforced or replaced enhancing traditional patterns with suitable species.
 - 8.5.5 Avoid infrastructure projects which create visual and physical barrier, ensure sensitive siting of infrastructure, especially renewable energy installations (e.g. solar);
 - 8.5.6 Maintaining dominant landscape features and their continuity (e.g. ridge, valleys);
 - 8.5.7 Avoid wall and land-locked effect by maintaining visual permeability to surrounding rural landscapes;
 - 8.5.8 Provide view corridors and pedestrian/open space linkages;
 - 8.5.9 Low impact/green technologies implemented where-ever possible;
 - 8.5.10 Integrate settlement patterns with the existing water system through the use of green infrastructure and sustainable urban drainage systems.
 - 8.5.11 May require EIA, VIA or HIA.
9. The guidelines stipulated in par 8.5 above need to be taken into consideration when designing,

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planning and compiling the following:

- 9.1 Land Use application motivation report;
- 9.2 Environmental application motivation report (and Heritage application if applicable);
- 9.3 Subdivision, layout and placement plans;
- 9.4 Architectural design plans and guidelines;
- 9.5 Landscaping design plans and guidelines; and
- 9.6 Mitigating measures to minimize the visual impact of the proposed development on the surrounds.

SUSPENSIVE CONDITIONS

10. The sale is subject to the fulfilment of the following suspensive conditions, namely that:
 - 10.1 By no later than 24 months following the signature date of this agreement, the purchaser must obtain all required development/land use rights and all other required approvals;
 - 10.2 By no later than 6 months, following the obtaining of all the land use rights required for the proposed development, the Property must be registered in the name of the Purchaser.
 - 10.3 The parties shall use its reasonable endeavours to procure the timeous fulfilment of the suspensive condition to the extent that the fulfilment thereof is within its control.

11. PRE-EMPTIVE AND REVERSIONARY RIGHTS

PRE-EMPTIVE RIGHTS

- 11.1. It is recorded that in addition to the conditions contained and to be contained in the title deed of the Property following Transfer, the Purchaser hereby grants a right of pre-emption in respect of the Property to the Seller and agree that such right imposed in favour of the Seller shall be included as a condition to the title deed of the Property namely that;
 - 11.1.1 the Property is sold subject to a right of pre-emption in favour of the Seller on the basis that should the Purchaser at any time prior to the Development of the Property for the Intended Use resolve to sell such as yet undeveloped Property or any portion thereof the Seller shall, on having received written notice from the Purchaser of the aforesaid intention, be entitled, but not obliged to, after having provided the Purchaser with 10 days' (ten) notice, exercise the right of pre-emption and take the necessary steps to purchase the Property on payment of an amount equal to the Purchase Price in terms of this Agreement of sale as concluded on date of auction.

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11.1.2 the aforesaid right of pre-emption is to be included in the conditions of the title deed of the Property on Transfer.

REVERSIONARY RIGHTS

11.2 In addition to the aforesaid the Parties specifically confirm that the Property is sold subject to a reversionary right imposed in favour of the Seller on the basis that should the Purchaser fail to complete the Development of the Property within a period of 24 (twenty four) months following Transfer the Seller shall be entitled to, but not obliged to, after having provided the Purchaser 10 (ten) days' notice of its intention to do so, take the necessary steps to the re-transfer of the Property to itself on payment of an amount equal to the purchase price of the Property in terms of the agreement of sale as concluded on date of auction.

11.3 The cost of the transfer of the Property as contemplated in 11.1 and 11.2 above shall be borne by the Purchaser.

11.4 Should the Seller take transfer of the Property as contemplated in either clause 11.1 or 11.2 above, the Purchaser will be entitled to, within a period of three (3) months from the date on which it has been notified by the Seller of its intention to enforce its rights in terms of this clause, be entitled to remove any improvements which it has effected on the Property. Any improvements not removed timeously by the Purchaser, shall become the Property of the Seller, without payment of any compensation, provided that the Purchaser shall be liable to the Seller for any loss suffered because of the purchaser's failure to remove any completed or uncompleted buildings or structures which is considered by the Seller to adversely affect the usage of the Property.

11.5 The Parties agree that the reversionary rights contemplated in clauses 11.1 and 11.2 imposed in favour of the Seller will be included as conditions in the title deed of the Property on Transfer.

11.6 Should the Registrar of Deeds refuse to incorporate any of the special conditions mentioned above in Clauses 11.1 and 11.2 above in the title deed of the Property, the Purchaser shall take transfer in any other manner as allowed by the Registrar of Deeds and should such registration be impossible, the Purchaser shall still be bound by the terms of the said conditions in favour of the Seller and shall be obliged to notify its successors in title before the alienation of the Property of such conditions and these successors shall be obliged to adhere to these conditions and shall be bound thereby.

12. Building lines, coverage and site development parameters will be applicable in terms of the provisions of the Paarl Zoning Scheme Regulations.

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13. The development must be in accordance with the South African National Standard Codes (SANS).
14. Consideration should be given to the guidelines as stated in the Drakenstein Municipality's Green building manual.
15. Registration of transfer shall be effected by the attorneys appointed by the Seller.