



**HUISEIENAARSVERENIGING NPC / HOMEOWNERS ASSOCIATION NPC  
(REG NO. 2002/029403/08)**

**P/A JM VENTER EIENDOMSDIENSTE BK C/O JM VENTER PROPERTY SERVICES CC  
KAMER /SUITE 1F SELBORNESENTRUM/ SELBORNE CENTRE  
H/V, C/O SELBORNE & CANTONMENTSTRAAT / STREET, LYTTTELTON**

**CONSENT TO RESALE OF PROPERTIES IN THE DEVELOPMENT  
KNOWN AS THATCHFIELD**

**APPLICATION**

**Please complete duly in block letters**

The SELLER and PURCHASER who require a Consent to Sale from Thatchfield Home Owners Association NPC, Registration Number 2002/029403/08, provide the following information:

**THE PROPERTY INVOLVED IS:**

In respect of its acquisition of:

A unit consisting of-

- (a) Section Number \_\_\_\_\_ as shown and more fully described on Sectional Plan SS \_\_\_\_\_ in the scheme known as \_\_\_\_\_ in respect of the land and building or buildings situate at ERF \_\_\_\_\_ RUA VISTA EXTENSION \_\_\_\_\_, CITY OF TSHWANE METROPOLITAN MUNICIPALITY, of which section the floor area, according to the said sectional plan is ( \_\_\_\_\_ ) square metres in extent and
- (b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

**OR**

In respect of its acquisition of:

ERF \_\_\_\_\_ SITUATE IN RUA VISTA EXTENSION \_\_\_\_\_, REGISTRATION DIVISION J.R, PROVINCE OF GAUTENG MEASURING; \_\_\_\_\_ m<sup>2</sup> (IN WORDS)

**SELLER:**

**PURCHASER:**

**DETAILS OF PURCHASER**

LANGUAGE:

STREET ADDRESS:

POSTAL ADDRESS:

TELEPHONE AND CELL NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

WILL THE PROPERTY BE OCCUPIED BY OWNER:

MARITAL STATUS:

IDENTITY NUMBER:

## TRANSFERRING ATTORNEY:

REF:

ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER:

The purchaser in signing this Application and Schedule 1 attached hereto, acknowledges that he is aware of the following conditions which were created in the Deed of Sale from the original Developer, Midrand Real Estate Proprietary Limited, to the first purchaser namely:

(EXTRACT FROM ORIGINAL DEED OF SALE – NUMBERING REFERS TO CLAUSE NUMBERS IN ORIGINAL AGREEMENT)

"6.3 The SELLER records that he will in respect of the Erf provide two electrical power and water connection points which will enable the PURCHASER to erect two dwelling units on the Erf subject to the requirements of the local authority and the town planning scheme as set out in Annexure "C" to the Development Brochure.

## 7. ACKNOWLEDGEMENT

- 7.1 The PURCHASER acknowledges that he is aware that the erf is an erf in a security township which will have access as indicated on Annexure "A" mentioned in paragraph 2 of the Offer and Acceptance Agreement and that the entire township will be fenced with perimeter fencing and/or walling, the nature of which shall be in accordance with the plans and specifications set out in Annexure "D" of the Development Brochure. The PURCHASER is furthermore aware that the maintenance of the perimeter fencing and/or walling, will be controlled by the Home Owners Association mentioned and more fully explained in paragraph 10 hereof, but by signature hereof, the PURCHASER undertakes in no way to damage or interfere with the perimeter fencing and/or walling should it be situate on the ERF.
- 7.2 The PURCHASER furthermore acknowledges that he is aware that the parent property of which the erf forms a portion, is to be developed into several townships. Each township will have its own security arrangement, which will be controlled by the Home Owners Association but that one Home Owners Association will control all townships on the Parent Property.
- 7.3 The PURCHASER furthermore acknowledges that he is aware that certain of the erven in the township will on transfer be made subject to a servitude in favour of the Local Authority as reflected on the General Plan of the township (Annexure "B" of the Development Brochure), and that certain erven reflected on the General Plan will be transferred to THATCHFIELD HOME OWNERS ASSOCIATION for purposes of access control and a park.
- 7.4 The PURCHASER acknowledges that he has been appraised of the contents of the Geological Study prepared by Africon Consulting Engineers, which is an addendum to the development brochure, and is aware of the classification of the erf and the recommendations relative to foundation design on the erf.
- 7.5 The PURCHASER acknowledges that he is aware of the fact that Telkom may install underground cables in the streets for the telephone connections to all the erven in the Township. The PURCHASER shall be obliged to provide for the installation of the necessary underground sleeves from the designated Telkom connection points on the street front to each dwelling unit on the erf.
- 7.6 The PURCHASER acknowledges that he is aware of his obligations to make a proportionate contribution to the owners of neighbouring erven for the costs of the erection of common walls. These costs shall be limited to the costs of erecting a 1,8 (ONE COMMA EIGHT) metre high face brick wall, 230 mm wide. If the PURCHASER and such neighbour/s cannot reach an agreement as to these costs, the Home Owners Association shall adjudicate such costs as arbitrator and such adjudication shall be final and binding on the parties and not be subject to appeal.
- 7.7 The PURCHASER acknowledges that he is aware of his obligations to landscape and plant grass on the pavement area fronting his erf and to maintain such area at his own cost. Should he fail to do so, the Home Owners Association shall be entitled to do so at the cost of the PURCHASER.
- 7.8 The PURCHASER acknowledges that he is aware of his obligations to pave all driveways on the erf which paving must be completed, to the satisfaction of the Home Owners Association, concurrent with the completion of the dwelling unit/s on the erf.

## 10. HOME OWNERS ASSOCIATION

The PURCHASER acknowledges that he is aware that the SELLER has established a Home Owners Association with a view to

- (a) ensuring the character and quality of the townships to be proclaimed on the parent property;
- (b) controlling the architectural and aesthetic development of the buildings and their surrounds in the townships, including the external paint colours of buildings;
- (c) controlling the recreation areas forming portion of the parent property specifically set aside for the exclusive use of the residents;
- (d) providing satisfactory security to each township and to the parent property as a whole; and
- (e) generally making such rules and regulations as may be necessary for the peace and tranquillity of the townships to be proclaimed on the parent property.

Every owner of an erf in the townships or any sub-division thereof or any interest therein or any unit thereon (as defined in the Sectional Titles Act 95/1986) shall upon registration of transfer automatically become a member of the Home Owners Association. The signature of this Deed of Sale shall be deemed as an application by the PURCHASER for membership of the Home Owners Association, which application shall be deemed to be accepted on signature of this Deed of Sale by the SELLER and membership shall commence on the date of registration of transfer of the erf into the PURCHASER'S name. Arising from signature hereof thus –

### 10.1 The PURCHASER shall –

- 10.1.1 On registration of transfer of the erf into his name, become and whilst he is the registered owner of the erf, remain a member of **THATCHFIELD HOME OWNERS ASSOCIATION** (an Association incorporated under Section 21 of the Companies Act of 1973 (the COMPANY). Reg No 2002/029403/08.
- 10.1.2 Conform to and comply with the Memorandum and Articles of Association of the COMPANY.
- 10.1.3 Conform to and comply with the Estate Rules, architectural and aesthetic guidelines and any Rules formulated from time to time by the Directors of the COMPANY in accordance with the powers vested in them in the said Articles of Association. In particular the PURCHASER'S attention is drawn to the fact that the prior written approval of the THATCHFIELD HOME OWNER'S ASSOCIATION must be obtained for the external paint colour of all buildings and all walls to be erected on the erf.
- 10.1.4 Whilst a member of the COMPANY and with effect from the date of registration of the property into his name, pay all fees, levies and/or special levies raised and charged by the COMPANY against the members of the COMPANY, which said fees the SELLER envisages will initially be approximately R900,00 (NINE HUNDRED RAND) per month per duet erf within the township.
- 10.1.5 Not sell the erf to any person unless he incorporates a provision in his Agreement of Sale that such purchaser of the erf acknowledges that he is aware of the COMPANY and Members Agreement (Members Agreement means the Agreement entered into between the Members of the COMPANY and the SELLER, a copy of which Agreement is attached hereto marked Schedule 1) and that such purchaser shall be obliged on receiving transfer of the erf, to become a member of the said COMPANY and be subject to all obligations of such membership and the terms and conditions of the Membership Agreement. Should, the erf at the time of such sale be undeveloped as envisaged in paragraph 18 hereof, the Purchaser shall also incorporate the contents of paragraph 18 into his deed of sale and in which it is clearly recorded that such second (or further purchaser) shall be obliged to comply with the said condition within TWO (2) years as from the date of registration of transfer in the name of the first PURCHASER pursuant to this agreement.

- 10.2 The PURCHASER shall not sell the erf to any person who has not bound himself to become a member of the COMPANY and declared himself to be bound by the terms and conditions of the Members Agreement, with effect from the date of registration of transfer of the erf into that person's name, nor shall the PURCHASER be entitled to transfer the erf unless and until he receives from the COMPANY a Certificate stating that all amounts owing by the PURCHASER to the COMPANY, have been paid and that the new purchaser has bound himself for future payments.

- 10.3 It is recorded that the Articles of Association of the COMPANY are available for inspection during office hours at the offices of the THATCHFIELD HOME OWNERS ASSOCIATION and the offices of JM VENTER PROPERTY SERVICES CC Suite 1E, Selborne Centre, c/o Selborne & Cantonments St, Lyttelton.
- 10.4 The PURCHASER acknowledges that while the erf is purchased and sold as an erf in a SECURE TOWNSHIP, the SELLER does not warrant or guarantee the security of the PURCHASER or his premises. The PURCHASER furthermore acknowledges that he is aware that he is required to obtain the COMPANY'S approval of all fencing and walling on the erf so as to ensure that no pre-cast fencing is utilised.
- 10.5 The PURCHASER acknowledges that entrance to the township of which the erf forms a portion, will be controlled by a security boom/s and undertakes to comply with the rules from time to time made by the COMPANY relative to access to the township of which the erf forms a portion.
- 10.6 In order to enable the COMPANY to monitor the township developments on the PARENT PROPERTY, to ensure the high standard of development, to protect the security arrangements and to ensure that levies are paid, the PURCHASER hereby agrees that the following clauses shall be incorporated into the PURCHASER'S title deed, which said clauses shall be repeated in subsequent transfers.
- 10.6.1 Every owner of the erf or any sub-division thereof or any interest therein or any unit thereon (as defined in the Sectional Titles Act 95/1986) shall upon registration of transfer automatically become a member of the **THATCHFIELD HOME OWNERS ASSOCIATION** (an Association incorporated under Section 21 of the Companies Act of 1973) [the COMPANY] and shall be bound by the provisions of the Articles of Association until he ceases to be an owner. Neither the erf nor any sub-division thereof nor any interest therein nor any unit thereon shall be transferred to any person who has not bound himself to the satisfaction of the said COMPANY to become a member thereof.
- 10.6.2 The transferee shall not be entitled to transfer the erf or any sub-division thereof or any interest therein or any unit thereon without a clearance certificate from the COMPANY to the effect that the provisions of the Articles of Association of the COMPANY have been complied with, that the new PURCHASER has bound himself to become a member of the COMPANY and that all amounts owing by the transferee to the COMPANY have been paid.

Application is hereby made by the SELLER and the PURCHASER for the necessary consent to the sale of the above property or to a portion or section thereof to the PURCHASER. The PURCHASER acknowledges that, by signature hereof he is bound by the above conditions.

SIGNED at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
SELLER

SIGNED at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
PURCHASER



HUISEIENAARSVERENIGING NPC/  
HOMEOWNERS ASSOCIATION NPC

(REG NO. 2002/029403/08)

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TEL: 012 644 1010 FAKS/FAX: 012 644 1007

P/A JM VENTER EIENDOMSDIENSTE BK C/O JM VENTER PROPERTY SERVICES CC  
KAMER /SUITE 1F, SELBORNESENTRUM/ SELBORNE CENTRE  
H/V, C/O SELBORNE & CANTONMENTSTRAAT / STREET, LYTTTELTON

**PLEASE INITIAL ALL PAGES**

**SCHEDULE 1**

**MEMBERS AGREEMENT**

between

**THATCHFIELD HOME OWNERS ASSOCIATION NPC**

and

**MIDRAND REAL ESTATE (PROPRIETARY) LIMITED**

**NO 1981/007253/07**

and

**MEMBERS**

**WHEREBY IT IS AGREED AS FOLLOWS:**

**1. INTERPRETATION**

The following expressions shall bear the meanings assigned to them below:

- 1.1 "Company" means THATCHFIELD HOME OWNERS ASSOCIATION (an Association incorporated under Section 21);
- 1.2 "Members" means Members 1 to 6;
- 1.3 "Midrand Real Estate" means MIDRAND REAL ESTATE (PROPRIETARY) LIMITED NO 1981/007253/07;
- 1.4 "Thatchfield Development" means the property development undertaken by MIDRAND REAL ESTATE on the following two portions of the farm BRAKFRONTEIN 399, Registration Division J.R., Province of Gauteng, namely:
  - 1.4.1 PORTION 99 OF THE SAID FARM  
MEASURING 47,0030 (FORTY SEVEN comma NOUGHT NOUGHT THREE NOUGHT) HECTARES, AS DEPICTED ON DIAGRAM S.G. NO 710/2002; and
  - 1.4.2 PORTION 100 OF THE SAID FARM  
MEASURING 61,5360 (SIXTY ONE comma FIVE THREE SIX NOUGHT) HECTARES, AS DEPICTED ON DIAGRAM S.G. NO 711/2002.

**2. RECITALS**

- 2.1 Midrand Real Estate and the members have agreed to form the Company for purposes of providing for the co-ordinated and harmonious development of the Thatchfield Development in such a way as will most effectively promote the amenity, security and best interest of all the owners of erven in the said development;
- 2.2 The parties hereto wish to record in writing the terms and conditions applicable to their Relationship as members of the Company;

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**DIREKTEURE/DIRECTORS: C LLOYDS ELLIS; SMALULEKA; S XULU;  
J JANSEN VAN VUUREN; TO MALULEKE; RSM MAKUMBE; JJ LOURENS; C HOMAN**

- 2.3 The parties hereto record that they are aware that the Articles of Association of Thatchfield Home Owners Association will require the Company to:
- 2.3.1 make provision for the maintenance and replacement from time to time of the perimeter fencing and/or walling around the Thatchfield Development;
  - 2.3.2 ensure that each township created on the Thatchfield Development will have suitable access control;
  - 2.3.3 monitor all building plans for houses and outbuildings to be erected on the erven and to prescribe architectural and aesthetic guidelines therefore;
  - 2.3.4 formulate rules for the control of the townships and to promote and protect the common interests of the residents
  - 2.3.5 develop all pavements within the Thatchfield Development and see to the maintenance thereof;
  - 2.3.6 ensure that one nominee from each township serves on the Board of Directors of the Thatchfield Home Owners Association;
  - 2.3.7 determine the standard of fencing to be utilised within the development and to ensure that pre-cast fencing is not utilised;
  - 2.3.8 levy owners of erven within the Thatchfield Development in order to meet the expenditure required to fulfil the above functions. In this regard levies are to be paid by each dwelling unit should any erf be sub-divided or form the subject matter of a sectional title development;
  - 2.3.9 on transfer from the first and later purchasers to issue a Certificate to the effect that the seller has paid all levies due to the THATCHFIELD HOME OWNERS ASSOCIATION, and that the new purchaser has bound himself to become a member of the COMPANY;
  - 2.3.10 to incorporate adjacent and contiguous areas developed by MIDRAND REAL ESTATE into the ambit of the COMPANY.

### 3. **MATTERS WHICH REQUIRE APPROVAL OF MIDRAND REAL ESTATE**

Notwithstanding anything to the contrary contained in the Memorandum and Articles of Association of the Company, no resolutions will be passed in regard to the undermentioned matters unless Midrand Real Estate has voted in favour of such resolutions:

- 3.1 any amendments to the Company's Memorandum and Articles of Association;
- 3.2 any resolution requiring or proposing the dissolution of the Company;
- 3.3 any disposal of the business or assets of the Company;
- 3.4 the issuing of guarantees of suretyships or letters of comfort (or the like) of any nature whatsoever;
- 3.5 the pledging, mortgaging, hypothecating or encumbering of any of the assets of the Company in any manner whatsoever;
- 3.6 the appointment of the auditors;
- 3.7 any matter relating to the financing of the Company;
- 3.8 any capital expansion of any nature whatsoever;
- 3.9 the payment of remuneration or fees to directors;
- 3.10 the dismissal of any director or senior manager;
- 3.11 the purchase of any immovable property by the Company;
- 3.12 the increase or variation of levies payable by the members.