

ELEPHANT TERRACE

AGREEMENT OF SALE OF A SECTIONAL TITLE UNIT

entered into by and between:

VALUMAX KOSMOSDAL 1 PTY LTD

(Registration No: 2014/123804/07)

(represented herein by the person indicated on the final page of the **First Schedule**, duly authorized thereto)

and

THE PURCHASER

(as defined in paragraph A1 of the **First Schedule**, represented herein by the person indicated thereon, duly authorised thereto)

LIST OF DOCUMENTS

1. The **First Schedule**, containing all the particulars of the **Purchaser**.
2. The **Second Schedule**, containing all the standard terms and provisions of the **agreement**.

FIRST SCHEDULE

A.1

Name of purchaser:	
Identity no/registration no:	
Physical address:	
Postal address:	
Marital status:	
Telephone no (work):	
Cell number:	
E-mail address:	

If married in community of property or if there is a co-purchaser, the following additional information:

Name of spouse / co-purchaser	
Identity no:	
Marital status:	
Telephone no (work):	
Cell number:	
E-mail address:	

A.2 **PURCHASE PRICE** (comprised of the following): R _____
 (_____ Rand)

A.2.1. Deposit R _____
 (_____ Rand)

A.2.2. Balance of the purchase price R _____
 (_____ Rand)

A.3 **Principals**

Full particulars of each member/shareholder/trustee of the **Purchaser** *

	1	2	3
1. Full names :			
Identity number :			
Physical & residential address :			
Physical employment address :			
E-mail address :			

* Percentage interest in **Purchaser**: _____

* ***If there are 3 (three) or more principals, the particulars of each such principal must be incorporated in an addendum to this agreement.***

A.4 **Loan**

A.4.1 Name of bond originator: _____

A.4.2 Amount of proposed bond R _____
 (_____ Rand)

A.5 **Occupation date** _____ or such later date as referred to in paragraph 1.16

A.6 **Occupation rental** R _____
 (_____ Rand)

Per month or a pro-rata share of a portion of each month as described in paragraph 1.17

A.7 **Conveyancer**

Y EBRAHIM ATTORNEYS

BUSINESS ADDRESS:M FLOOR PROTEA TOWERS BUILDING, PRETORIUS STREET, PRETORIA CBD

POSTAL ADDRESS; P.O. BOX 360, PRETORIA, 0001

TEL NO: 087 980 5305

FAX NO: 087 944 5125

REFERENCE: Y EBRAHIM / R SMUTS

Trust account details:-

FNB

For credit: Y EBRAHIM ATTORNEYS

ACCOUNT NO: 62372204570

ACB: 252245

REFERENCE: (section/unit number)

A.8. Apartment/Unit Number: _____

A.9. Parking Number _____
(If applicable)

WITNESS:

The Seller hereby sells to the purchaser, who accepts the sale, the within mentioned unit which has been built/shall be built in the Sectional Title Scheme known as

_____ Which will be registered in terms of the Sectional Titles Act 95/1986, as amended

INTERPRETATION AND DEFINITION

1. Any reference to the Purchaser shall when used in the context of the occupation and use of the section and the common property (including the linked exclusive use areas, where applicable) include the Purchaser, members of his family, his invitees, servants, employees, tenants and agents, and the Purchaser shall be bound to procure compliance by such persons with their obligation arising from such extended definition.
2. Words signifying the singular shall include the plural and vice versa, and words importing one gender shall include the other.
3. The clause headings have been inserted for reference purposes only and shall not be taken into account in interpreting this contract.
4. Words defined in the Act or the Sectional Titles Act shall, unless specifically defined in terms hereof, bear the meanings assigned to them in the legislation in which they are so defined.

1. **DEFINITIONS**

1.1. **Seller** VALUMAX KOSMOSDAL 1 PTY LTD (Registration Number 2014/123804/07)

1.2. **Seller's address** c/of Y EBRAHIM ATTORNEYS, M FLOOR PROTEA TOWERS BUILDING, PRETORIUS STREET, PRETORIA CBD TEL NR 087 980 5305, FAX NR 087 944 5125, E-MAIL yusuf@yeattorneys.co.za

1.3. **Purchaser** PERSON OR ENTITY REFLECTED IN THE **FIRST SCHEDULE**

- 1.4 **Purchaser's address** INDICATED IN A.1 (iv) TO (viii) OF THE **FIRS SCHEDULE**
- 1.5 **Sectional Title Scheme** _____
- 1.6 **The Section** Section number _____ as identified on the preliminary plans by the same number of the section, measuring approximately _____ m²;
- 1.7 **Sectional Title Unit** The unit number together with and undivided share in the common property, the right and privilege to the exclusive use and occupation and an undivided share in the common property, calculated in terms of the participation quota.
- 1.8 **the Building** The building and all improvements erected on the land as more fully indicated on the preliminary sectional title plans;
- 1.9 **Land** Erf 5467, Kosmosdal Extension 86, Registration Division J.R., Province of Gauteng;
- 1.10 **Linked exclusive use area** Parking No _____ approximately _____ m²;
- 1.11 **Plans** The plans in respect of the scheme as registered and filed in the office of the appropriate Registrar of Deed, or in the event of such sectional plans not having been registered, the preliminary sectional plans and building plans filed with the Local Authority;
- 1.12 **Participation quota** Allocated to the unit in accordance with the Sectional Plan regarding the scheme registered in the Deeds Office, or if the above is not registered yet, a percentage expressed to four decimal places, and arrived at by dividing the floor area, (correct to the nearest square metre) of the section by the floor area, correct to the nearest square metre, of all the sections in the building or buildings comprised in the scheme.
- 1.13 **Exclusive use area** Means areas of the common property reflected for this purpose on the sectional plan, is conferred upon the owner or owners of one of the sections on the plans as being intended for the exclusive use of owners of sections;
- 1.14 **Purchase price** R _____ (Rand)
(_____)
inclusive of VAT
- 1.15 **Deposit** R _____ (_____ Rand)
payable on the date of signature of this agreement, to the transferring attorneys;
- 1.16 **Occupation date** _____ 2019 or such later date determined in accordance with Clause 17.1., if applicable;
- 1.17 **Occupational rent** R _____ (_____ Rand) per month, or pro rata per part month to be payable to the transferring attorneys;
- 1.18 **Agent** _____
(Tel _____);
- 1.19 **Address of Agent** e-mail: _____;
- 1.20 **Managing Agent** Nominated and approved by the Seller in terms of clause 13 below;



- 1.21. **The Act** The Alienation of Land Act, 1981 and all requisitions thereunder and all amendments thereto;
- 1.22. **Sectional Titles Act** The Sectional Titles act 1995 of 1986, as amended;
- 1.23. **Body Corporate** the Body Corporate of that building referred to in Section 36(1) of the Sectional Titles Act.
- 1.24. **The Rules** The Rules referred to in Section 35 of the Sectional Titles Act, and shall include any substituting rules submitted by the Seller when submitting the application for the opening of the Sectional Title Register in respect of the Scheme;
- 1.25. **Due date for guarantees** means that if paragraph 2 is not applicable, _____ (_____) days after date of signature. If paragraph 2 is applicable, 30 (THIRTY) days after the grant of loan, as indicated in paragraph 1.28 herein.
- 1.26. **Scheme** The scheme will be known as _____
- 1.27. **The bond amount** R _____ (_____) or such lesser sum as the Purchaser may accept.
- 1.28. **The final date for granting of** 30 (THIRTY) days after the date of signature or a **bond** such later date as the Seller may determine in accordance with clause 2.5. of this contract;
- 1.29. **The date of signature** The date that the Purchaser signs the contract;
- 1.30. **Transferring and Bond Registration Attorneys** Y EBRAHIM ATTORNEYS, M FLOOR PROTEA TOWERS BUILDING, PRETORIUS STREET, PRETORIA. Tel: 087 944 5124, Fax: 087 944 5125

CONDITIONS

1. PAYMENT OF THE PURCHASE PRICE

- 1.1. The purchase price shall be paid as follows: -
- 1.1.1. The deposit and the first month's occupation rental (see clause 1.17 above), free of bank commission and such other costs on date hereof, to the transferring attorneys, which amounts the transferring attorneys shall keep in trust as stake holder to the benefit of the parties, pending who is entitled to it, and not as an agent of any of the parties. The purchaser herewith authorizes the transferring attorneys, in terms of Section 86(4) of the Legal Practice Act, on receipt of the deposit (and the occupation rental), to deposit the said amounts in an interest bearing account of a bank or other recognized financial institution to the benefit of the Seller or the Purchaser, pending who is entitled to it, which amounts and interest earned, will be paid by the transferring attorneys as follows:
- 1.1.1.1 the deposit and the first month's occupation rental to the Seller and the interest to the Purchaser on date of transfer; or
- 1.1.1.2 to the Seller, if this agreement in terms of paragraph 5 hereunder, is cancelled by the purchaser as a result of breach of contract hereunder, or
- 1.1.1.3 to the Purchaser if this agreement is cancelled (other than a breach of contract by the Purchaser) unless the Seller and Purchaser reaches a written agreement otherwise, or
- 1.1.1.4. If applicable, to the Purchaser if this agreement lapses due to nonfulfillment of the suspensive conditions contained in paragraph 2 hereafter be cancelled and will be of no further force or effect;



- 1.1.2 The balance of the purchase price be secured, to the Seller on date of transfer, payment through a guarantee issued by a financial institution accepted by the Seller. Which guarantee shall make provision for payment hereof, free of exchange.
- 1.1.2.1. to the transferring attorneys (for credit of the Seller);
- 1.1.2.2. at Pretoria
- 1.1.2.3. on receipt by said financial institution of the original guarantee and written advice from the Seller's transferring attorneys and, if applicable, simultaneous registration of the bond hereinafter referred to; And shall be delivered by the Purchaser to the transferring attorneys at the business address referred to in paragraph 1.30 hereof (or whichever other address the Seller will indicate in writing) before of on the due date for guarantees.
- 1.2. All other payments to be made by the Purchaser to the Seller, must be free of bank commission and other such costs, without being set-off or reduced, to the Seller's transferring attorneys (for credit of the Seller) at their business address as mentioned in paragraph 1.30 above or at such other address or place that the Seller may indicate at any time for the purpose of such payments by way of written notice to the Purchaser. Solely official receipts or official cheque endorsements of the Seller or his proper nominated agent in regard to such payments will be recognized.
- 1.3. It is hereby recorded that the VAT 15% (fifteen percent), being the current official VAT-rate, represents a portion of the purchase price. If the official VAT-rate of 15 % will decrease or increase, then the VAT amount payable on the purchase price, notwithstanding anything to the contrary held or implied in this agreement and if such relevant legislative be required, shall be re-calculated at the new VAT-rate applicable on the date of transfer of the Unit, and
- 1.3.1. If any shortfall by the purchaser on date of transfer but before the true deeds office registration of the transfer, shall be paid by the Purchaser by way of a bank guaranteed cheque to the Seller's transferring attorneys (for credit of the Seller); or
- 1.3.2. If any excess of the Seller on date of registration of the transfer and subject to the fact that the Seller received payment of the full purchase price, shall be paid to the Purchaser.

2. SUSPENSIVE CONDITIONS (delete where not applicable)

- 2.1. This agreement is subject to the suspensive conditions that the Purchaser obtains approval of a loan from a bank, building society of other financial institution against security for a first bond over the unit.
- 2.2. If the Purchaser cannot obtain such bond by the final date for the extension of the bond (or such extended period as determined in terms of 2.5.), then this agreement will automatically lapse, and it will be of no further force or effect, provided that the parties will use their respective best endeavors to restore the *status quo ante*.
- 2.3 The Purchaser –
- 2.3.1 hereby irrevocably authorizes the agent in obtaining a loan on his behalf;
- 2.3.2 shall do all things reasonably necessary to procure the timeous fulfillment of this condition precedent; and
- 2.3.3 hereby irrevocably grants to the Seller (or his agent) and *in rem suam* to apply for the necessary bond on his behalf;
- 2.4. This suspensive condition shall be deemed to have been fulfilled upon receipt by the Seller and/or the Purchaser and/or the agent of written notification from any bank, building society or other financial institution to the effect that it is prepared to grant the Purchaser the necessary loan.
- 2.5. The Seller shall be entitled in his sole and absolute discretion to extend the final date for the granting of the loan by a period not exceeding 60 (Sixty) days on giving written notification of such extension to the Purchaser. Any such notice by the Seller shall be given before the final date for the granting of the bond as stipulated in 1.28 in this agreement.



3. OCCUPATION

- 3.1. Provided the Purchaser shall have fulfilled such of the provisions of clause 1 and 2 as have then fallen due for performance, occupation of the Section shall be given to the Purchaser on the occupation date.
- 3.2. From the occupation date the Purchaser shall -
 - 3.2.1. be entitled to the beneficial occupation of the Section and linked exclusive use areas as if he was the owner of the Section and even though the body corporate might not have come into being; and
 - 3.2.2. be entitled to the use and enjoyment of those parts of the common property not subject to rights of exclusive use by the Purchasers of other units in the scheme; and
 - 3.2.3. with effect from the occupation date until the date of registration of transfer the Purchaser shall pay to the Seller, monthly in advance on the first day of each month an occupational rental at the rate set out in clause 1.17. of the contract.

4. CONDITIONS OF OCCUPATION

- 4.1. From the occupation date the Purchaser -
 - 4.1.1. shall at all times as long as this agreement remains in force, comply with the provisions of the Act and the Rules save that, if the body corporate has not yet come into existence -
 - 4.1.1.1 such of the provisions as cannot, under the circumstances, be applicable or are impliedly substituted by the provisions of this agreement shall not be binding on the Purchaser;
 - 4.1.1.2 the Purchaser shall comply with the binding provisions as if he was the owner of that unit; and
 - 4.1.1.3 the Seller shall enjoy the same rights and powers as the body corporate and the trustees enjoy in terms of the binding provisions;
 - 4.1.2. waives all claims against the Seller for any loss or damage to property or any injury to person which the Purchaser may sustain in or about the Section, the building or the common property and indemnifies 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 person suffered in or about the Section, the building or the property howsoever such loss or damage to property or injury to person may be cause;
 - 4.1.3. The Seller shall be responsible for the payment of all sectional title levies payable in respect of the unit;
 - 4.1.4. shall not, without the prior written consent of the Seller, make or cause or allow to be made any improvements to the Section or remove or demolish any improvements whatsoever. The Purchaser shall not, except insofar as his rights are preserved in terms of the Section 28 of the Act, have any claim against the Seller in respect of any expenditure upon or improvements to the Section, whether made with or without the Seller's consent, and notwithstanding the preservation of such rights, hereby waives his lien (if any) in respect of such improvements. All improvements to the Section made by or at the instance of expense of the Purchaser shall accede to the Section and belong to the Seller.
- 4.2. Possession of and all risk in and to the unit shall pass to the purchaser on transfer.



5. **DEFAULT OF PURCHASER**

If the Purchaser commits a breach of any of the provisions of this agreement and fails to remedy the same within 7(SEVEN) days of the despatch of written notice calling upon him to do so then the Seller shall be entitled, without prejudice to any other rights which it may have at law or in terms hereof and at the Seller's election to-

- 5.1. cancel this agreement, retake occupation of the Section and retain as a pre-estimate of liquidated damages which the Purchaser acknowledged to be fair and reasonable, all amounts paid by the Purchaser in terms hereof on account of the purchase price; or
- 5.2. cancel this agreement, retake occupation of the Section and claim such damages as the Seller may have actually sustained from the Purchaser and pending the determination of such damages, whether by agreement or by order of Court, to retain on account thereof all amounts paid by the Purchaser in terms of this agreement on account of the purchase price; or
- 5.3. Claim immediate performance by the Purchaser of all of his obligations in terms hereof whether or not the due date for performance shall otherwise have arrived.

6. **WARRANTIES, REPRESENTATIONS AND GUARANTEES**

- 6.1. The unit is sold "voetstoots".
- 6.2. The Purchaser shall be obliged to accept transfer of the unit subject to-
 - 6.2.1. the conditions, reservations and servitudes contained in the Title Deed of Land;
 - 6.2.2. such conditions of sectional title as are imposed by the developer, the local authority, the administrator or any other authority;
 - 6.2.3. any change in the number of the Section if upon a resurvey or remeasurement, the extent of the land, the Section or the participation quota is found not to correspond to that set out in this agreement, then the Seller shall not be liable for any shortfall nor shall it be entitled to claim compensation for any surplus.
- 6.3. The Purchaser acknowledges that -
 - 6.3.1. save as provided herein, no warranties, undertaking or representations whatsoever have been made or given by the Seller, whether expressly or implied; and
 - 6.3.2. no person has authority to make any representations whatsoever on the Seller's behalf.
- 6.4. the Seller shall not be required to indicate the position of the beacons or pegs on the land, the building or the Section or the boundaries thereof.
 - 6.5.1. The Purchaser shall within 14 (FOURTEEN) days of the occupation date advise the Seller in writing of any material faults or defects in the unit arising from defective materials or workmanship, and the Seller undertakes to repair same. Said written notice must be given to the Agent by hand.
 - 6.5.2. The Seller shall within 30 (THIRTY) days of receiving such advice from the Purchaser make good such faults or defects.
- 6.6. the Seller hereby cedes over to the Purchaser all its rights and warranties from suppliers and subcontractors in respect of all equipment and fixtures in the unit, as well as the waterproofing of the unit for the Sectional Title complex _____, which rights could be exercised by the Purchaser 30 (THIRTY) days after the date of occupation.
- 6.7. The Seller shall issue a copy of the NHBRC certificate on date of occupation of the unit.



- 6.8. The Seller guarantees the structural construction of the sectional title complex and the unit for a period of one year, from date of occupation.
- 6.9. The Seller undertakes for a period of _____ (_____) months from the occupation date to carry out such repairs as may be necessary to eliminate roof leakages.

7. **TRANSFER OF THE UNIT**

- 7.1. Transfer of the unit shall be affected by the Seller's conveyancers at the Seller's cost and expense as soon as is reasonably possible after the Purchaser has complied with his obligations in terms hereof.
- 7.2. The Seller shall pay to the Seller's Conveyancers; -
- 7.2.1 All transfer fees, rates and taxes and all other incidental fees in regard to this transfer of the unit.
- 7.2.2 If the bond contemplated in Clause 2.1 is registered by the Seller's Conveyancers, the Purchaser shall pay all costs for registration of the bond, including all bank charges and dues of whatsoever nature pertaining to the grant of the loan.
- 7.3. The Purchaser shall, within 7 (SEVEN) days of being called upon to do so by the Seller's conveyancers at any reasonable time (having regard to the date when transfer can and should be given) sign the necessary bond application forms and other forms and documents necessary for the registration of a bond over the unit.

8. **COOLING-OFF RIGHT**

As Section 29 A of the Alienation of Land Act 68 of 1981 is applicable:

- 8.1. to this agreement then notwithstanding any other clause in this agreement, the Purchaser has the right within 5 (FIVE) days after signing this agreement to revoke this offer or terminate this agreement by written notice to be delivered to the seller, or his/her agent. The 5 days period excludes the day of signing this agreement, Saturdays, Sundays or any other public holiday.
- 8.2. Section 29A of the above-mentioned Act is only applicable where the purchase price is less than R 250 000.00 (TWO HUNDRED AND FIFTY THOUSAND RAND)
- 8.3. Notice to Estate agent: Referring to clause 8.1, in the event of the Purchaser taking its right as explained, the Purchaser is liable to give a copy of such notice to the estate agent.

9. **AGENT'S COMMISSION**

- 9.1. Agent's commission on this sale at the rate agreed shall be earned by the agent upon and subject to registration of transfer; and
- 9.2. the Purchaser hereby warrants that the only agent who introduced him to the unit is the agent; and hereby indemnifies the Seller against any claim which may be made by any other agent in respect of the sale of the unit.

10. **PURCHASER'S DELAY**

In the event of the Purchaser causing an unnecessary delay in the transfer of the property, shall the Purchaser be liable for payment of additional interest at the prime rate of Absa Bank Limited, based on the purchase price for the period calculated from the date on which the transfer could have been registered and the actual transfer date.

Such amount will be payable on demand by the Purchaser to the Seller's Conveyancers and it is recorded that the Seller's Conveyancers may withhold registration until payment of the aforesaid amount.



11. **CAPACITY OF PURCHASER**

- 11.1. If this agreement is entered into by or on behalf of a person in his capacity as an agent or trustee for a company or close corporation to be formed, such person shall be personally liable and regarded as the Purchaser in the event of the close corporation or company not being formed and the purchase of this property not being ratified within 30 days after acceptance of this offer. The person signing this contract on behalf of the company or close corporation to be formed will be deemed to have bound themselves as surety for and co-principal debtor with such company or close corporation.
- 11.2. In the event where the Purchaser is a registered company or close corporation, the Purchaser warrants the Seller that all the Directors of such company or members of such close corporation themselves, jointly and separately, bound as surety and co-principal debtor in solidum with the Purchaser in favour of the Seller regarding all the Purchaser's liability and responsibility regarding this contract.
- 11.3. If this contract is signed by more than one person as Purchaser, the obligations of all the signatories shall be joint and several. If this contract is not signed by all the persons named as Purchaser, this contract nonetheless shall be and remain binding on the Purchasers who have signed this contract.
- 11.4. In the event where the Purchaser wants to purchase the property in the name of a Trust, close corporation of company, it is his obligation to produce for the Conveyancer, within 30 (THIRTY) days after signing of this agreement with all the necessary documentation. By default, hereof, the Purchaser will take transfer of the property in his own name.

12. **DOMICILIUM AND JURISDICTION**

- 12.1. The Seller hereby selects the Seller's address and the Purchaser hereby selects the Purchaser's address respectively as their *domicilia citandi et executandi* for all purposes of this contract, including the service of all notices and processes in connection herewith as indicated by points 1.3. and 1.4. of the agreement.
- 12.2. Notice of change of address stated in 12.1. to another address in the same magisterial district may be given by either party in writing and shall be delivered or sent by prepaid registered post to the other.
- 12.3. Every notice to be given by one party to the other in terms of this contract shall be in writing and shall be either –
- 12.3.1. delivered by hand to the domicilium citandi et executandi of the other party; or
- 12.3.2. posted by prepaid registered post to such other party at the domicilium citandi et executandi of the other party, in which case it shall irrefutably 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 fifth business day (excluding Saturdays) after posting.
- 12.4. 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 persons under Section 28 of the act, to determine any action or other legal proceedings arising out of this contract. Notwithstanding anything aforesaid, the Seller shall not be bound to bring any action arising from this contract in or before a Magistrate's Court but may do so in any other court of competent jurisdiction should it so wish.
- 12.5. The Seller shall be entitled to recover from the Purchaser costs (as between an Attorney and his own client) incurred by the Seller in exercising its rights under or enforcing the provisions of this contract, and in addition, costs of attendances, whether action has been instituted or not and including costs of tracing.

13. **MANAGING AGENT**

- 13.1. The Seller confirms that a managing agent will be appointed.



13.2. For so long as the Seller remains an owner of a unit in the building, the Seller reserves to itself the right to nominate and/or approve the managing agent.

14. **EXCLUSIVE USE AREAS**

Notwithstanding anything herein contained and/or contained in the Sectional Titles act and/or implied by law the Seller reserves to itself the right, for its benefit and profit, to sell, alienate, dispose of or otherwise deal with all exclusive use areas, except the linked exclusive use area.

15. **SPECIAL PROVISIONS RELATING TO SALES BEFORE THE ESTABLISHMENT OF THE BODY CORPORATE AND/OR THE ADOPTION OF THE RULES.**

15.1 From the occupation date the Purchaser shall, until the body corporate comes into being:
-

15.1.1 on demand by the Seller pay the account for electricity consumed in the Section in accordance with the consumption of electricity as shown on the sub-meter of the Section; and

15.1.2 be liable for and pay to the Seller monthly in advance on the first day of each and every month a "proportionate share" (calculated on the basis of the participation quota) of the actual total costs of managing, operating, administering, repairing, servicing and maintaining the common property, including, without restricting the generality of the foregoing, rates, taxes, sewerage and sanitation, insurances of every description as determined by the Seller, services, salaries, wages, licenses, care and maintenance of the common property, the cost of water and electricity consumed on the common property, and in sections if not separately metered, wages and other expenses and administration costs, including the costs of collection and recovery of the said costs (all of which costs and charges are hereafter referred to as "the total costs") as well as Value Added Tax thereon; and

15.1.3. 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.

15.2 For the purpose of 15.1

15.2.1 the Seller shall estimate the total costs for each year and the Purchaser's proportionate share thereof and shall furnish the Purchaser with a certificate recording the estimated total costs and the purchaser's proportionate share;

15.2.2 The Purchaser shall, unless the monthly levy is increased in terms of 15.2.4 pay one-twelfth of his proportionate share of the total costs thus estimated (hereafter referred to as the "monthly levy") on the first day of each month during that calendar year.

15.2.3 if the occupation date does not coincide with the first day of the month, the Purchaser shall on the occupation date pay a pro rata portion of his monthly levy in respect of such part month;

15.2.4 the Seller may at any time re-estimate the total costs, and in that case the Seller may increase the monthly levy accordingly or impose a special levy to make good any shortfall, and such special levy shall be payable in a lump sum or by way of instalments and at such time or times as the Seller thinks fit;

15.2.5 it is recorded that, unless the total costs are, between the date of signature hereof and the occupation date, re-estimated by the Seller in terms of 15.2.4, the estimated monthly levy will be the monthly levy initially payable in terms of 15.2.2. Unless the initial monthly levy is varied the Seller need not furnish a certificate (as contemplated in 15.2.1) in respect of the first calendar year during which the Purchaser is in occupation of the Section in terms hereof; and

15.2.6 if the estimate of the total costs in any year proves to be inadequate, the



Purchaser proportionate share of the shortfall shall be paid within 30 (THIRTY) days of the determination of the amount thereof by the Seller. If the Purchaser has paid more than his proportionate share of the total costs as finally determined, the excess shall not be refunded to the Purchaser but shall be retained and applied to discharge the Purchaser's future liability in terms hereof. On establishment of the Body Corporation, the Seller shall transfer the full amount of any excess of payments in terms hereof over the total costs to the Body Corporate.

- 15.3 It is recorded that the Seller intends, until the body corporate comes into existence, but without any obligations or duty whatsoever to the Purchaser to insure the buildings against such risk and for such amounts as it may in its sole discretion determine.
- 15.4. Notwithstanding the provisions of 15.2, if before the body corporate comes into existence, the building is damaged or destroyed in such a way that -
- 15.4.1. the Purchaser is (or the parties agree that he 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 contract; or
- 15.4.2 the Purchaser of any other Section in the buildings is deprived of beneficial occupation of such Section for a period in excess of 3 (THREE) months, the Seller shall have the right, by notice to the Purchaser to cancel this agreement.
- 15.5. Notwithstanding the provisions of the Rules under which the Purchaser is obliged to maintain the Section, the Seller shall, unless the contract has been cancelled in terms of 15.4, apply any insurance proceeds received by it to the repair or 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 or reinstate the Section.
- 15.6 When the body corporate comes into being, the Seller will be deemed to have ceded the Purchaser all the Seller's right in terms of the Sectional Titles Act and in terms of the Rules in respect of the insurance of the buildings, the reinstatement thereof and the payment of compensation, subject to the following-
- 15.6.1 the Seller may, notwithstanding such cession, exercise its rights in terms of the Rules to acquire the Trustee to specify a value in the insurance policy in respect of the unit up to the reinstatement value thereof as determined by the Seller in its discretion; and
- 15.6.2. notwithstanding such cession, any amount payable on damage to or destruction of the buildings to the Seller as owner of the unit shall be applied firstly to paying the full balance of the purchase price outstanding and the remainder (if any) shall be paid to the Purchaser.

16. **SPECIAL PROVISIONS RELATING TO SALES BEFORE THE OPENING OF THE REGISTER**

- 16.1. The parties record that it is not possible for the Seller to give transfer of the unit to the Purchaser until such time as the sectional title register in respect of the scheme is opened in terms of the Sectional Titles Act, Accordingly -
- 16.1.1. the Seller undertakes, within a reasonable time and at its own expense, to take such steps as may be reasonably necessary to procure the opening of the sectional title register;
- 16.1.2. notwithstanding anything to the contrary herein contained, this agreement in its entirety is subject to the resolute conditions that the sectional title register is opened within 2 (TWO) years from date hereof. If the sectional title register is not opened within the said period, then failing any other agreements arrived at between the parties and recorded in writing the following shall apply -
- 16.1.2.1 The Purchaser and every person claiming occupation through the Purchaser shall vacate the Section at the end of the applicable period 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;

16.1.2.2 The Seller shall refund to the Purchaser the amount (if any) by which the aggregate of all payments made by the Purchaser in respect of the purchase price and interest thereon exceeds the occupational rental in respect of each completed month (or part thereof) reckoned from the occupational date until the date on which the Purchaser vacates the Section in terms of 16.1.2.1. If the amount paid by the Purchaser at such time is not sufficient to cover the total amount thus calculated the Purchaser shall be obliged to pay the difference to the Seller on demand thereof. No refund shall be made of any amounts paid by the Purchaser in terms of clause 15 during his occupation of the Section; and

16.1.2.3 Save as herein provided, neither of the parties shall in such event have any further claims whatsoever against the other of them, nor shall the Purchaser be entitled to claim or allege any right of occupation or tenancy of the Section.

16.2 Until the opening of the sectional title scheme, the purchaser shall not lease this unit, without the written consent of the seller, which consent shall not be unreasonably withheld.

17. **SPECIAL PROVISIONS RELATING TO SALES IN BUILDINGS UNDER CONSTRUCTION**

17.1. If the Seller is unable for any reason whatsoever to give beneficial occupation of the Section to the Purchaser on the occupation date stipulated in 1.16 of the contract, then

17.1.1 The Seller shall notify the Purchaser of such fact at least 60 (SIXTY) days before that date. In such event the Purchaser shall accept occupation of the Section on the date (of which he has been given at least 60 (SIXTY) days but not more than 3 (THREE) months' notice by the Seller) on which the Seller is able to give beneficial occupation and such subsequent date shall be deemed for all purposes to be the occupation date; and

17.1.2. if beneficial occupation is not given within 6 (SIX) calendar months of the occupation date stipulated in 1.17 of the contract, the Purchaser and the Seller shall each have the right (at any time before the Seller gives notice of the new occupation date in terms of 17.1.1.) on notice to the other of them to resile from this agreement. In such event the Purchaser shall be entitled to receive a refund of all payments made by the Purchaser in terms hereof; and

17.1.3. the Purchaser shall have no claim of whatsoever nature or howsoever arising against the Seller for failure for any reason to give occupation to the Purchaser on the occupation date stipulated in 1.16 of the contract.

17.2 In the event of any dispute as to when or whether beneficial occupation of the Section has been given or tendered either in terms hereof or in terms of clause 15.4 (if applicable) a certificate by the Seller's architect (acting as an expert and not as an arbitrator) certifying that the Section is suitable for beneficial occupation shall be final and binding on the parties notwithstanding that the buildings as a whole or the common property may not have been completed or might not be suitable for beneficial occupation at such date. The occupation date shall under no circumstances be deferred or the Section considered unsuitable for beneficial occupation by reason of any improvements, additions or alterations to be affected to the Section by or at the request of the Purchaser not having been completed.

17.3 the Purchaser acknowledges that, on the occupation date, the common property and other sections may be incomplete and that occupants must necessarily suffer inconvenience from building operation and from noise and dust resulting therefrom and that the Purchaser shall have no claim whatsoever against the Seller by reason of any such inconvenience.

17.4. The Seller shall have the right at its discretion to vary the layout and design of the building provided that the Seller may only exercise such discretion in such a way that;



- 17.4.1. the layout and design of the buildings as erected remains substantially the same as reflected in the plan;
 - 17.4.2 the location and design of the Section remains substantially the same as in the plans; and
 - 17.4.3. the participation quota and area of the Section as finally reflected in the sectional plans is within 7,5 (SEVEN COMMA FIVE) per centum of the participation quota or area as reflected in the plan.
- 17.5. If, at the date hereof, the Section is not yet completed, then-
- 17.5.1. the Seller hereby undertakes to have the Section completed substantially in accordance with the finishes and specifications as separately agreed upon by the Seller and the Purchaser recorded in writing;
 - 17.5.2. the Purchaser shall within 14 (FOURTEEN) days of the occupation date, deliver to the Seller a list signed by himself enumerating any fixtures, fittings or appurtenances in the Section requiring repair, and upon repair of such items as reasonably require repair; the Purchaser shall have no further claim against the Seller;
 - 17.5.3. save as provided herein, the Purchaser shall have no claims against the Seller in respect of defects in the Section or the common property.
- 17.6 If at the date hereof, the section is completed but the building is not, then the Purchaser shall have no claims against the Seller in respect of defects (whether latent or otherwise) in the common property except as provided for in this agreement.
- 17.7 The Purchaser shall be obliged (in addition and without prejudice to 6.2.) to accept transfer of the unit subject to any variation in the unit as contemplated in 17.4 above.
- 17.8 If upon a resurvey or remeasurement, the extent of the land, the Section or the participation quota is found not to correspond to that set out in this agreement, then subject to such variation not exceeding the limits set out in 17.4, the Seller shall not be liable for any shortfall nor shall it be entitled to claim compensation for any surplus.
- 17.9 If there is any dispute between the Seller and the Purchaser as to whether the buildings, any part thereof, the finishes or specifications are substantially the same as set out in the plan or the separate record of the finishes and specifications, then such dispute shall be referred to the Seller's architect (acting as an expert and not as an arbitrator) whose decision shall be final and binding upon the parties.
- 17.10 The Purchaser shall not be entitled to withhold any payment of levies, occupational rent or any other payments due to any defects which the Seller agrees to rectify in terms of this agreement.

18. **EXTENSIONS OF SCHEME**

- 18.1 the Purchaser agrees, acknowledges and records that he is aware; -
- 18.1.1. of the Seller's intention to extend the scheme from time to time in accordance with the provisions of Section 25 of the Sectional Titles Act;
 - 18.1.2. that on the occupation date the building and other sections may be incomplete and that occupants must necessarily suffer inconvenience from building operations and from noise and dust resulting therefrom and that the Purchaser shall have no claim against the Seller by reason of any such inconvenience;
 - 18.1.3 that the plans for the development of the land may be varied by the Seller for any reason considered reasonably necessary in such a way that the Purchaser's rights will not be materially prejudiced or affected thereby.
- 18.2 In the light of the provisions of 18.1 it is hereby agreed and recorded that -



- 18.2.1 the Seller hereby reserves (and discloses his intention to reserve the right in the application for the registration of the Sectional Plan and the opening of the Sectional Title Register in terms of Section 11(22) of the Sectional Titles Act), the right to erect and complete from time to time, but within a period of 10 (ten) years from the date of registration of the sectional plan for his personal account-
- 18.2.1.1 a further building or buildings; and/or
 - 18.2.1.2 a horizontal extension of an existing building; and/or
 - 18.2.1.3 a vertical extension of an existing building, on that part of the common property specified on the plan and to divide such building or buildings into a section or sections and common property and to confer the right of exclusive use over parts of such common property upon the owner or owners of one or more of such sections, all in accordance with the provisions of Section 25 (91) of the Sectional Titles Act.
- 18.2.2 the Purchaser shall be obliged to allow the Seller to exercise its positive right to proceed with the erection of the additional buildings and the allocation of areas of the common property for the exclusive use of owners of particular sections and the Purchaser shall not be entitled to interfere with or obstruct the Seller from erecting on the common property the additional buildings and allocating areas of the common property for the exclusive use of owners of particular sections and/or for communal facilities in terms of and as indicated on the plan nor shall the Purchaser have any rights of access to or use of any portion of the common property save that located in the stage in which the Section is situated until such time as the additional buildings have been completed and the sectional plan thereof duly registered.
- 18.2.3 The Purchaser hereby gives and grants to the Seller all necessary and incidental consents, powers and authorities as are or may be required to proceed with and complete the additional buildings and allocate portions of the common property for the exclusive use of owners of particular sections.
- 18.2.4 the Purchaser consents that his ultimate participation quota will be reviewed and adjusted as a result of the completion of the additional buildings in terms of Section 25 (1) of the Sectional Titles Act and acknowledges that his participation quota will be reviewed and adjusted in terms of this Agreement and Sectional Titles Act.
- 18.2.5 the Purchaser acknowledges that the proceeds of the sale of all the units in all the stages of the development of the land shall accrue for the sole account of the Seller.
- 18.2.6 The Purchaser shall not have any right to or in any unit or section comprised in the additional buildings of which units and sections the Seller shall be the sole owner and certificates of registered sectional title and certificates of real rights in respect of areas of common property allocated for the exclusive use of owners of particular section shall be issued to and in the name of the Seller which shall be entitled to dispose of or otherwise deal with such units for its own exclusive benefit and account.
- 18.2.7 To put the regulations of 18.1 in operation, it is hereby agreed and recorded that the Seller will be entitled to take all the necessary and/or additional steps, which may be deemed to be necessary in accordance with the Sectional Titles Act, to lay down the necessary conditions on the unit in the form which the seller's Conveyancer sees fit and to incorporate such conditions in the certificate of registered sectional title of the purchaser.
- 18.2.8 The Purchaser hereby appoint the Seller irrevocably and in *rem suam* as his authorized agent to take all the necessary steps, to vote and to sign all the consents which may be required to extend the scheme in accordance with the Sectional Titles Act to such an extent that the sectional title register relating to all the units in the buildings been opened.



18.2.9 The Purchaser will not, without the prior written consent of the Seller, sell or encumbered the unit with a bond, notwithstanding the fact that the Purchaser may have paid the purchase price in full, on the condition, that the Seller will not be entitled to withhold his consent if the Purchaser or bondholder has given their consent for the development of the scheme in phases as stipulated herein.

18.2.10 Due to the nature of the planned usage of the units in the scheme, the parties hereby anticipate the value of a vote or the monthly levy (to be paid by the owners of units) will not be proportion to the participation quota. The Purchaser hereby give his irrevocably power of attorney to the Seller to vote one behalf of him at the first meeting of the body corporate for the adjustment of the right to vote and the monthly levies as determine by the Seller.

18.2.11 A Certificate signed by the auditors of the Seller, from time to time, will be prima facie proof of the amount owned by the Purchaser by virtue of this Agreement.

19. **INDULGENCES**

No indulgences granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

20. **CONTINUED MARKETING**

20.1 In the event that this agreement is subject to the purchaser requiring mortgage loan finance, contemplated in clause 2. above, then:

20.1.1 The purchaser acknowledges that the **seller shall be entitled to continue to market the property** through the agent and accept other offers through the agent in respect of the property.

20.1.2 The seller shall be obliged to proceed with the first offer where **all the suspensive conditions** are fulfilled, and where written confirmation is received by the Conveyancer in this regard. All other accepted offers will thus be terminated and the Parties reciprocally and irrevocably acknowledge that they shall have no further claims against one another arising out of these Agreements.

20.1.3 For purposes of clause 20.1.2 above, it will only be accepted that the bond approval suspensive condition (clause 2) has been fulfilled if all conditions attaching to such bond approval, given by the financial institution, has been complied with and such approval has therefore become unconditional.

21. **ENTIRE CONTRACT**

This agreement constitutes the sale and entire agreement between the parties and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained or recorded herein shall be of any force or effect. No amendment or variation of the terms and conditions of this Agreement or any consensual cancellations thereof shall be of any force or effect unless reduced to writing and signed by the Purchaser and Seller.

22. **SURETY**

The surety as described below undertakes and binds himself as surety and co-principal debtor with the Purchaser for the due fulfilment of the Purchaser's obligations in terms of this agreement and the surety further undertakes to sign surety in favour of a bank or financial institution for the due fulfilment of the obligations of the Purchaser towards the bank or financial institution in respect of the bond as described in this contract.



23. **SIGNING OF AGREEMENT**

The surety as described below undertakes and binds himself as surety and co-principal debtor with the purchaser for the due fulfilment of the Purchaser's obligations in terms of this agreement and the surety further undertakes to sign surety in favour of a bank or financial institution for the due fulfilment of the obligations of the Purchaser towards the bank or financial institution in respect of the bond as described in this contract.

24. **ALIENATION**

24.1. It is hereby recorded that the purchaser shall not be entitled to sell the unit to another person or entity before the date of registration, without the consent of the Seller;

24.2 It is recorded by the Purchaser that if he/she sells the unit after date of registration, he/she will make use of the services of the agent and the transferring attorneys.

24.3. The Purchaser, its members or shareholders will not be entitled to sell, donate or exchange or in any other way, to alienate any membership of shareholding of the Purchaser before the date of registration (in the case where the Purchaser is a close corporation or company) without the consent of the Seller.

25. **CONSENT (Protection of Personal Information Act, 4 of 2013)**

Seller Consent : I/We being the Seller acknowledge that consent is required to proceed with the home loan process. I/we agree and give consent to _____ (bond originator) to process my/our personal information for purposes relating to the home loan application made by the Purchaser who is interested in purchasing my/our property and with whom this Offer to Purchaser was entered into.

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

PURCHASER – who warrants through his signature

- (a) His competence in signing this agreement;
- (b) his choice to let this agreement be drafted in afrikaans;

Signed at _____ on this the _____ day of _____ 2019.

WITNESS:

1. _____ **PURCHASER**

WITNESS:

1. _____ **SPOUSE** if applicable

WITNESS:

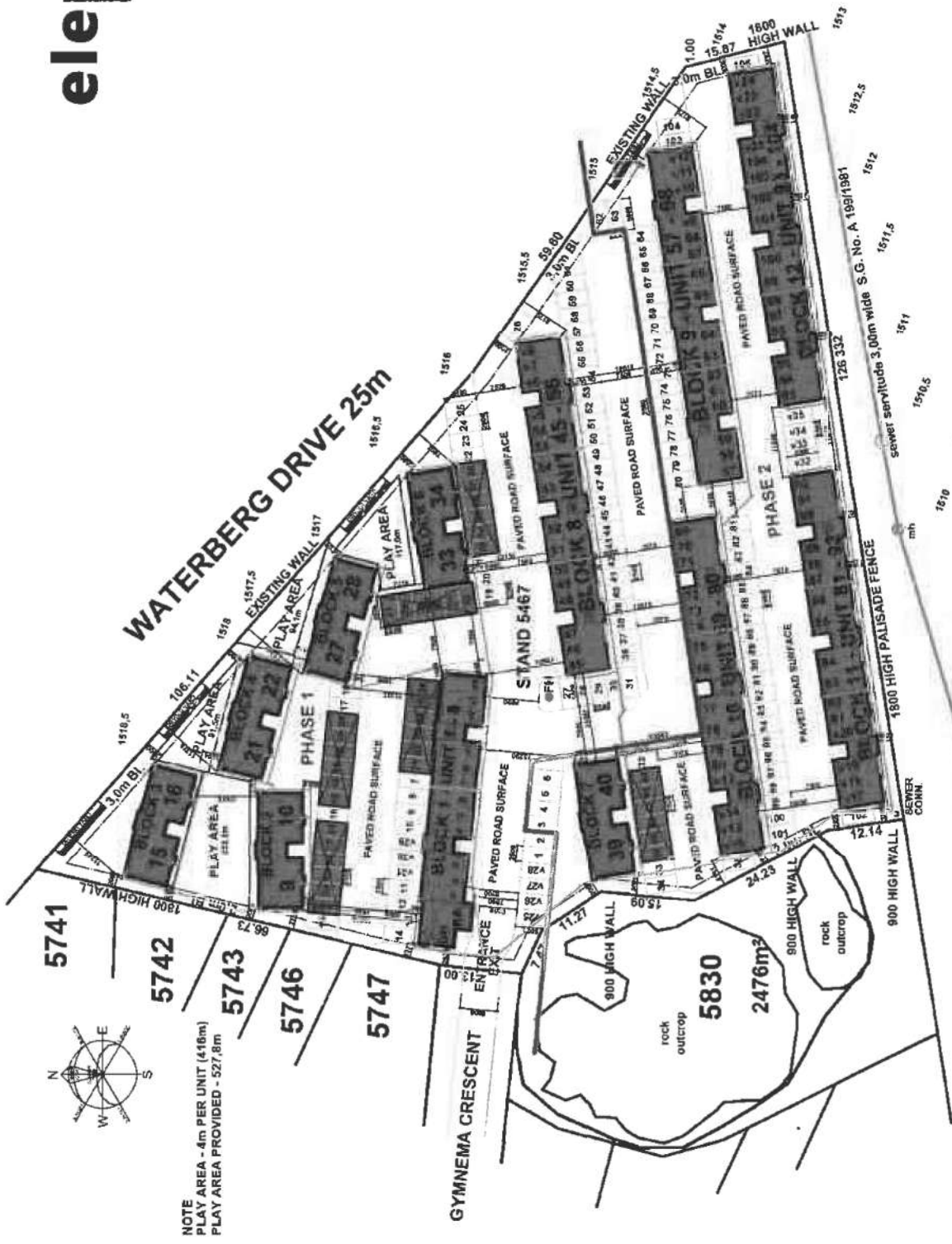
1. _____ **SURETY** if applicable

Signed at _____ on this the _____ day of _____ 2019.

WITNESS:

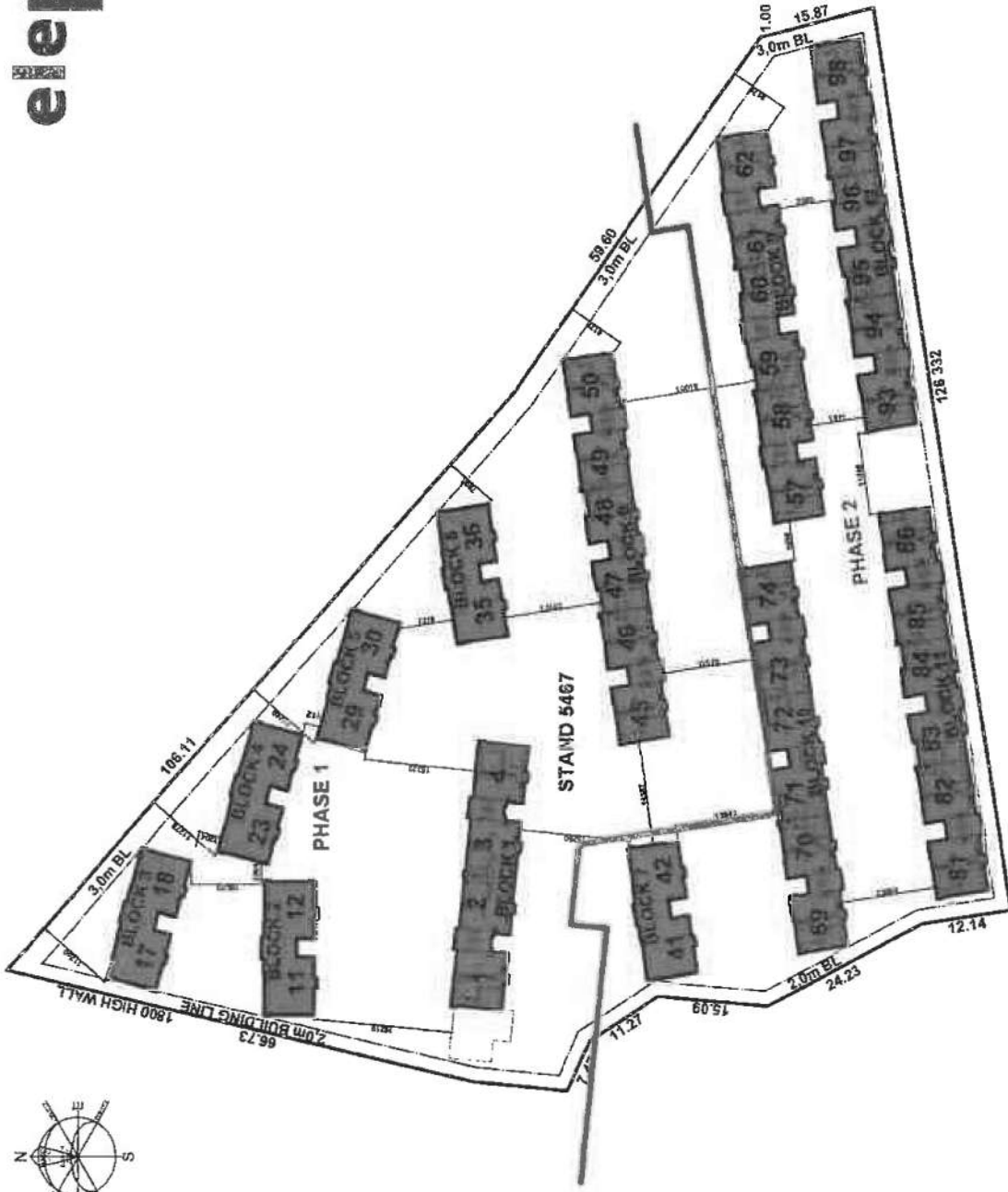
1. _____ **SELLER**

elephant TERRACE

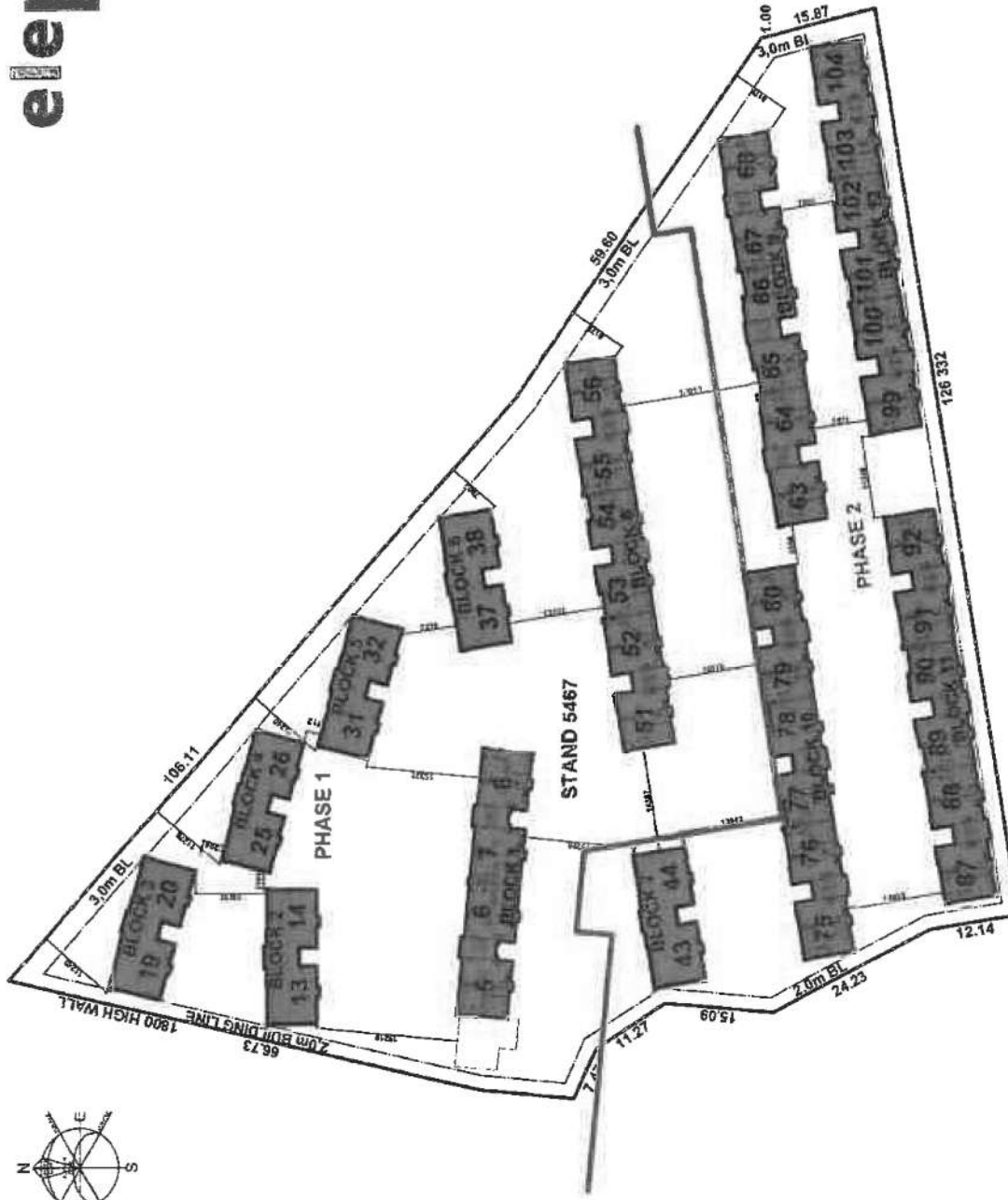


BLOCK PLAN - GROUND FLOOR
1:500

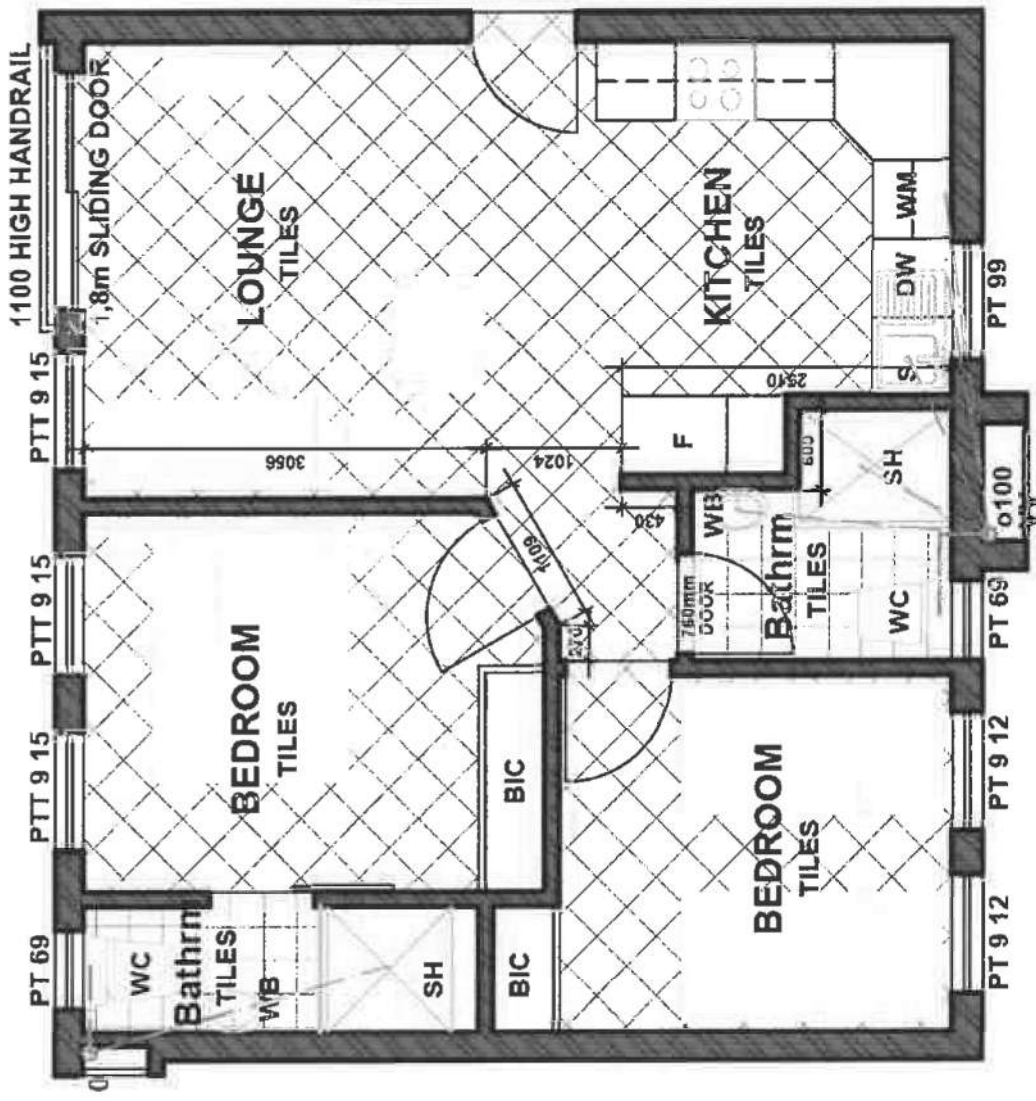




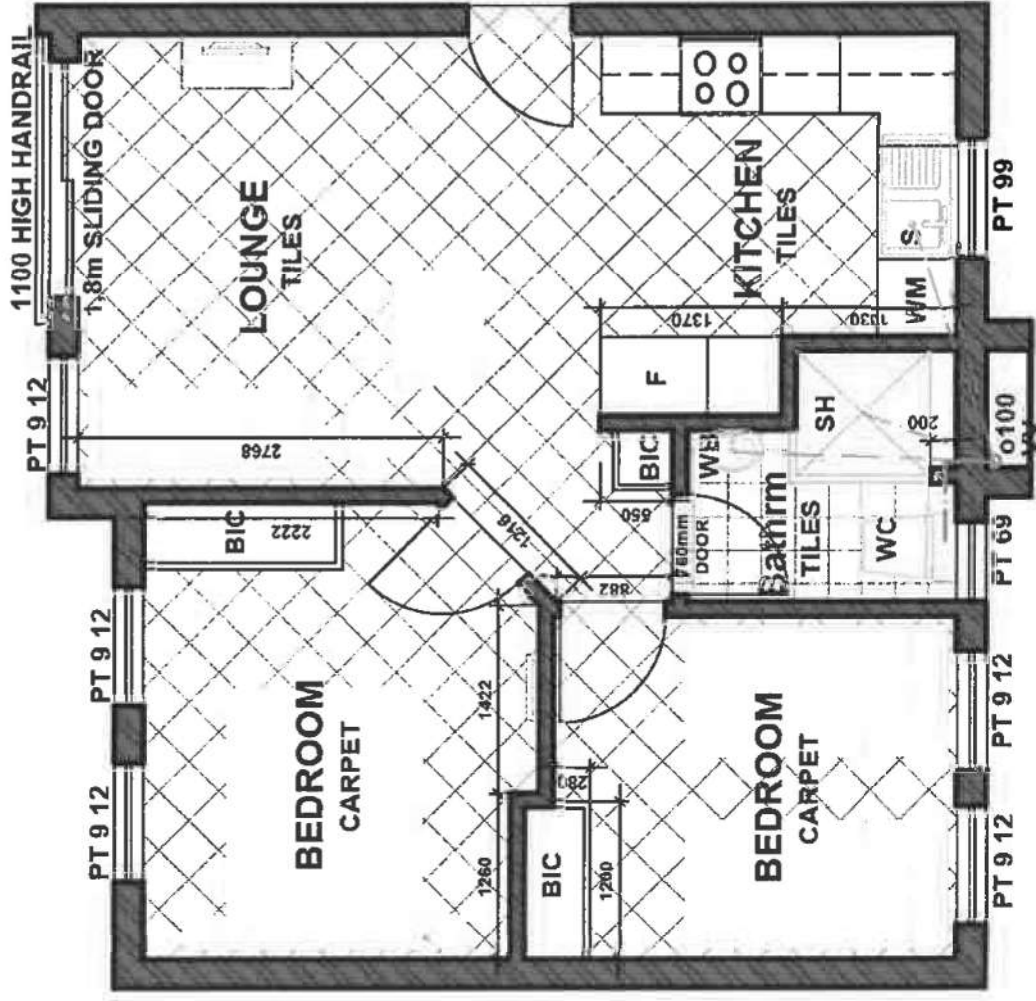
BLOCK PLAN - FIRST FLOOR
1:500



BLOCK PLAN - SECOND FLOOR
1:500



2beds, 2bath



2beds, 1bath

Agent's professional fee annexure to offer to purchase

Development: _____

Property or unit description: _____

Seller/developer: _____

Purchaser: _____

Joint Purchaser: _____

Agent: _____

The above-mentioned purchaser/s hereby acknowledge that he/she/they have been informed of the following:

1. The purchase price of the sale of the property mentioned above includes the Agent's professional fee of 5% (Five Percent) Plus VAT.
2. Should the offer to purchase agreement be cancelled (at any time after all the suspensive conditions have been fulfilled) either:
 - 2.1. by the Purchaser/s; or
 - 2.2. by the Seller as a result of the Purchaser/s' breach of the agreement.
then the Purchaser/s shall remain liable for the payment of the Agent's professional fee.
3. In the event of cancellation as per clause 2 above, the Agent's professional fee shall be payable:
 - 3.1. As a first charge against any deposit amount already received by the relevant conveyancer in their trust account, or
 - 3.2. If no deposit has been paid by the Purchaser/s, the Purchaser/s shall be requested to make payment directly to the Agent.
4. Should the Agent have to hand over the matter to its attorneys for the collection of the Agent's professional fee, the Purchaser/s will be liable for the costs thereof on an attorney and client scale.
5. The contact details of the Purchaser/s as contained in the offer to purchase will be used for the delivery of any communication, notices, or proceedings in terms of this Agent's professional fee addendum.

Date: _____ Place: _____

PURCHASER

JOINT PURCHASER

WITNESS

Benefits of this annexure accepted on behalf of the agent:

Date: _____ Place: _____



FOR AND ON BEHALF OF THE AGENT

Addendum to sales agreement

Consent in terms of the protection of Personal Information Act:

This addendum entered into by the Purchaser/s and the Seller/s only amplifies the Principal Agreement with regards to the below provisions in order to comply with the Protection of Personal Information Act, 4 of 2013.

Property Description: _____

Seller: _____

Joint Seller: _____
(Full names & surname)

Purchaser: _____

Joint Purchaser: _____
(Full names & surname)

The Seller/s and the Purchaser/s (hereinafter collectively referred to as “**the parties**”) mentioned above have entered into an agreement of sale of immovable property and understand that, for the transaction to proceed their personal information has to be shared with certain third parties. The parties therefore now hereby enter into this addendum in order to grant such consent.

The parties hereby expressly grant permission that their personal information contained in the agreement of sale and its annexures be shared with the mortgage bond originators or any other financial institutions for the purpose of obtaining a mortgage bond, the appointed conveyancing attorneys, the South African Revenue Services, the Financial Intelligence Centre, local municipalities, relevant body corporates or home owners associations, the offices of the Registrar of Deeds and the Master of the High Court, or any other third party for the purposes of finalising the transaction as contemplated in the agreement of sale.

SIGNED by the **PURCHASER/S** at: _____ on _____

The Purchaser/s hereby also **consent** to the retaining of their personal information by PlusGroup for the purposes of future business and/or marketing.

AS WITNESS

PURCHASER

JOINT PURCHASER

SIGNED by the **SELLER/S** at: _____ on _____

The Seller/s hereby also **consent** to the retaining of their personal information by PlusGroup for the purposes of future business and/or marketing.

AS WITNESS

SELLER

JOINT SELLER





+G

FICA Client Pack

Purchaser / Tenant

Dear Client

Re: COMPLIANCE WITH THE FINANCIAL INTELLIGENCE CENTRE ACT (ACT 38 OF 2001), AS AMENDED BY THE FINANCIAL INTELLIGENCE CENTRE AMENDED ACT (ACT 1 OF 2017)

The **FINANCIAL INTELLIGENCE CENTRE ACT (FICA)**, designed to counter money laundering, has been promulgated. Property Practitioners have been designated as accountable institutions in terms of the ACT.

As an accountable institution, we may not establish a business relationship, or conclude a single transaction, with you, our Client, unless:

1. We take the steps prescribed by the ACT to establish and verify the identity of such Client.
2. We take the prescribed steps to identify the source of any funding (other than bank loans) required to conclude the transaction.
3. We keep a record of the details so obtained and verified for 5 years after the conclusion of the business relationship or single transaction, as the case may be.

The attached questionnaire which we ask you to complete and sign will ensure that both you and us comply with our obligations under the Act.

Whilst it may seem that these questions do constitute unwarranted intrusion into your affairs, we ask that you do complete the questionnaire fully, and we give our undertaking that the information supplied will not be divulged to any unauthorised person or instance.

Should the required information not be obtained and verified, we shall be in contravention of our legal obligations under the Act. Similarly, should any other Property Practitioner that you deal with not comply with the Act, that person or Estate Agency will be in contravention of their legal obligations under the Act. Anyone concluding a transaction with you without having satisfied such legal obligations would face the possibility of an extremely hefty fine, a term of imprisonment, or both.

Our Property Practitioner is registered with the Property Practitioners Regulatory Authority (PPRA), (a copy of the relevant Fidelity Fund Certificate is available on request) and is also bound by Act 112 of 1976 (The Estate Agency Affairs Act) and/or The Property Practitioners Act 22 of 2019 (which ever applies), to safeguard the interests and confidentiality of Clients at all times.

Thank you for your co-operation.

Yours faithfully



PlusGroup Principal

Proof of Residence in Terms of FICA Regulations – Purchaser / Tenant

I/We _____
and _____
hereby declare that I/we reside at _____

I/We further declare that as far as I/we am/are aware I/we do not have access to any other documentation that contains more substantiating proof of my/our residential address due to the fact that all correspondence as well as any accounts I/we receive are sent to my post box address being: _____

THUS DONE AND SIGNED at _____ on _____ 20_____

AS WITNESS

PURCHASER / TENANT (Delete which is not applicable)

RSA Identity or Foreign Passport No.

JOINT PURCHASER / TENANT (Delete which is not applicable)

RSA Identity or Foreign Passport No.

Initial:  _____

Purchaser / Tenant FICA questionnaire – Natural persons

To be completed by the Client (person completing the questionnaire) dealing with PlusGroup. Tick where applicable (X)

1. Full name & Surname (i.e. the person completing this questionnaire) _____

2. Are you a South African citizen / permanent resident? Yes No

3. Are you dealing with PlusGroup on behalf of another person (i.e. a Principal)? Yes No

If "yes", Principal's full name: _____

4. If you are dealing with PlusGroup on behalf of a Principal, please indicate your authority to do so?

Authorisation letter Power of attorney Other similar instrument

5. Will, following your completion of this questionnaire, someone else deal with PlusGroup on your behalf (i.e. a Representative)?

Yes No If "yes", what is the Representative's full name? _____

6. What is the source of that Representative's authority to deal with PlusGroup on your behalf?

Authorisation letter Power of attorney Other similar instrument

7. Describe the type of service you seek from PlusGroup, and the purpose for which that service is sought.

8. Is this a Single Transaction (once-off) or Business Relationship (more than one Transaction over a certain period of time)?

Single Transaction Business Relationship

9. How will any payments owed to PlusGroup under the Business Relationship be financed?

10. Will any payments involve a payment by you or your Representative of R25 000 or more in cash? (i.e. paper money, coins or traveller's cheques?) Yes No

11. Do you now, or have you in the past 12 months, occupied, any of the following positions in any country other than South Africa?

Yes No If "yes", please indicate the position that you occupy(ied).

Head of state	Member of the royal family	Senior executive of a state-owned entity	Senior judicial officer
Cabinet member	High rank in the military	Senior member of political party	

12. If you responded "yes" to the previous question, please indicate the source of your wealth.

13. Do you now occupy, or have you in the past 12 months occupied, any of the following positions in South Africa?

Yes No If "yes", please indicate the position that you occupy(ied).

President or deputy president of South Africa	Manager or CFO of a municipality
Leader of a political party	Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity
Cabinet minister or deputy minister	Head, accounting officer or CFO of a national or provincial department
Member of a royal family	Ambassador, high commissioner or other senior representative of a foreign country based in South Africa
Premier of a province	Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a Company doing more than the gazetted amount worth of business with the government
Senior traditional leader	
MEC of a province	
Judge	
Mayor of a municipality	

14. If you responded "yes" to the previous question, please indicate the source of your wealth.

Note: Even if you are acting on behalf of a Principal, you are still the Client for purposes of FICA and this questionnaire.

Full name of Officer administering questionnaire: _____

Signature: _____ Date: ____/____/20____

Initial:  _____

Joint Purchaser / Tenant FICA questionnaire – Natural persons

To be completed by the Client (person completing the questionnaire) dealing with PlusGroup. Tick where applicable (X)

1. Full name & Surname (i.e. the person completing this questionnaire) _____

2. Are you a South African citizen / permanent resident? Yes No

3. Are you dealing with PlusGroup on behalf of another person (i.e. a Principal)? Yes No

If "yes", Principal's full name: _____

4. If you are dealing with PlusGroup on behalf of a Principal, please indicate your authority to do so?

Authorisation letter Power of attorney Other similar instrument

5. Will, following your completion of this questionnaire, someone else deal with PlusGroup on your behalf (i.e. a Representative)?

Yes No If "yes", what is the Representative's full name? _____

6. What is the source of that Representative's authority to deal with PlusGroup on your behalf?

Authorisation letter Power of attorney Other similar instrument

7. Describe the type of service you seek from PlusGroup, and the purpose for which that service is sought.

8. Is this a Single Transaction (once-off) or Business Relationship (more than one Transaction over a certain period of time)?

Single Transaction Business Relationship

9. How will any payments owed to PlusGroup under the Business Relationship be financed?

10. Will any payments involve a payment by you or your Representative of R25 000 or more in cash? (i.e. paper money, coins or traveller's cheques?) Yes No

11. Do you now, or have you in the past 12 months, occupied, any of the following positions in any country other than South Africa?

Yes No If "yes", please indicate the position that you occupy(ied).

Head of state	Member of the royal family	Senior executive of a state-owned entity	Senior judicial officer
Cabinet member	High rank in the military	Senior member of political party	

12. If you responded "yes" to the previous question, please indicate the source of your wealth.

13. Do you now occupy, or have you in the past 12 months occupied, any of the following positions in South Africa?

Yes No If "yes", please indicate the position that you occupy(ied).

President or deputy president of South Africa	Manager or CFO of a municipality
Leader of a political party	Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity
Cabinet minister or deputy minister	Head, accounting officer or CFO of a national or provincial department
Member of a royal family	Ambassador, high commissioner or other senior representative of a foreign country based in South Africa
Premier of a province	Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a Company doing more than the gazetted amount worth of business with the government
Senior traditional leader	
MEC of a province	
Judge	
Mayor of a municipality	

14. If you responded "yes" to the previous question, please indicate the source of your wealth.

Note: Even if you are acting on behalf of a Principal, you are still the Client for purposes of FICA and this questionnaire.

Full name of Officer administering questionnaire: _____

Signature: _____ Date: ____/____/20____

Initial: K

Purchaser / Tenant FICA questionnaire

- Private Companies, Listed & Unlisted Public Companies and Close Corporations

To be completed by the Natural person (person completing the questionnaire) acting on behalf of the Client dealing with PlusGroup. Tick where applicable (X)

FICA questionnaire - Natural persons acting on behalf of Companies and Close Corporations

The Client is *not* the person filling in the form, but the Company or Close Corporation on behalf of which the form is being filled.

1. What is the Company or Close Corporation's name and registration number?

2. Does the Company or Close Corporation have a presence in South Africa (i.e. assets, operations or business premises)?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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If "yes", please provide details: _____

3. If the Client is a Listed Public Company, please indicate the stock exchange on which it is listed.

4. Is the Company or Close Corporation dealing with PlusGroup on behalf of another person (i.e. a Principal)?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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If "yes", Principal's full name: _____

5. What is the source of the Company or Close Corporation's authority to deal with PlusGroup on that Principal's behalf?

Authorisation letter	<input type="checkbox"/>	Power of attorney	<input type="checkbox"/>	Other similar instrument	<input type="checkbox"/>
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6. What is your full name & surname (i.e. the person completing questionnaire on behalf of the Company or Close Corporation)?

7. What is the source of your authority to complete this questionnaire and deal with PlusGroup on the Company or Close Corporation's behalf?

Authorisation letter	<input type="checkbox"/>	Power of attorney	<input type="checkbox"/>	Other similar instrument	<input type="checkbox"/>
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8. Please describe the type of service that the Company or Close Corporation seeks from PlusGroup, and also the purpose for which that service is sought?

9. Is this a Single Transaction (once-off) or Business Relationship (more than one Transaction over a certain period of time)?

Single Transaction	<input type="checkbox"/>	Business Relationship	<input type="checkbox"/>
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10. If the Company or Close Corporation requires a Business Relationship, how will any of the payments owed to PlusGroup under the Business Relationship be financed?

11. Will any of the payments referred to in the previous question involve a payment by the Company or Close Corporation, or by its Representative, of R25 000 or more in cash (i.e. paper money, coins or traveller's cheques)?

12. Please describe the Company or Close Corporation's business (i.e. what industry it is in, what products / services it sells etc.).

13. What is the Company or Close Corporation's ownership and control structure?

(Note: This question is about whether the Client is part of a fairly simple ownership structure in terms of which its assets are directly owned or controlled by an easily determinable number of Natural persons (which will *almost always* be the case for a Close Corporation), or whether the Client is part of a more complex structure, in terms of which it is not as easy to determine the Natural persons who directly own and control the Client's assets.)

Initial: *RS*

Purchaser / Tenant FICA questionnaire

- Private Companies, Listed & Unlisted Public Companies and Close Corporations - Continued

To be completed by the Natural person (person completing the questionnaire) acting on behalf of the Client dealing with PlusGroup. Tick where applicable (X)

14. Who are the ultimate beneficial owners of the Company or Close Corporation?

METHOD 1 - Names of ultimate Natural persons who individually or collectively own a majority (25%) of the Company's shares or CC's members' interests **OR**

METHOD 2 - Names of ultimate Natural persons who individually or collectively control the Company or CC (i.e. have a material influence on the Company or Close Corporation's operations) **OR**

METHOD 3 - Names of Company or Close Corporation's executive managers

(Note: For a Close Corporation, the ultimate beneficial owners are the members of the Close Corporation who, individually or acting together, own 25% of the members' interests, and who are almost always Natural persons. For a Company, the ultimate beneficial owners or controllers are the Natural persons who, individually or acting together, ultimately own 25% or more of the shares of the Company, or otherwise control the Company (for instance through a shareholders agreement). For example, if Company A (a Client of the Business) is 25% owned by Company B, and Company B is in turn 100% owned by John Smith, then John Smith is the ultimate beneficial owner of Company A, even though he is not the legal owner of the 25% stake in Company A.

Please fill in this question based on the available information and considerations of practicality, choosing the most suitable of the 3 given methods of identifying the Natural persons who benefit from the assets and income of the Company.)

Initial: RS

FICA questionnaire - Natural persons acting on behalf of Partnership

1. What is the identifying name of the Partnership (i.e. the trading name or name by which the Partnership is commonly known)?

2. Does the Partnership have a presence in South Africa (i.e. assets, operations or business premises)? Yes No
If "yes", please provide details: _____
3. Is the Partnership dealing with PlusGroup on behalf of another person (i.e. a Principal)? Yes No
If "yes", Principal's full name: _____
4. What is the source of the Partnership's authority to deal with PlusGroup on that Principal's behalf?
 Authorisation letter Power of attorney Other similar instrument
5. What is your full name & surname (i.e. the person completing the questionnaire and dealing with PlusGroup on behalf of the Partnership)?

6. What is the source of your authority to complete this questionnaire and deal with PlusGroup on behalf of the Partnership?
 Authorisation letter Power of attorney Other similar instrument
7. Please describe the type of service that the Partnership seeks from PlusGroup, and also the purpose for which that service is sought.

8. Is this a Single Transaction (once-off) or Business Relationship (more than one Transaction over a certain period of time)?
 Single Transaction Business Relationship
9. If the Partnership requires a Business Relationship, how will any of the payments owed to PlusGroup under the Business Relationship be financed?

10. Will any of the payments referred to in the previous question involve a payment by the Partnership or its Representative of R25 000 or more in cash (i.e. paper money, coins or traveller's cheques)? Yes No
11. Please describe the Partnership's Business (i.e. what industry it is in, what products / services it sells etc.).

12. If the Partnership is a Professional Partnership (i.e. all the partners are public accountants or auditors, attorneys, pharmacists, medical doctors or other professionals, engineers, architects or engineers), then who are the executive partners that control the day-to-day operations of the Partnership?

13. Is this a Single Transaction (once-off) or Business Relationship (more than one Transaction over a certain period of time)?
 All Natural persons All companies A mixture of the two
14. What are the names of the partners (including silent partners and partners en commandite, i.e. partners that do not necessarily involve themselves in the day-to-day running of the Partnership, and who are not known to the general public as partners in the Partnership)?

15. Of the partners listed above, who of them are in executive control of the Partnership (i.e. which of the listed partners run the Partnership on a day-to-day basis)?

Initial: K

FICA questionnaire - Natural persons acting on behalf of Trusts

1. What is the name and Master's reference number of the Trust?

2. Does the Trust have a presence in South Africa (i.e. assets, operations or business premises)? Yes No

If "yes", please provide details: _____

3. Is the Trust dealing with PlusGroup on behalf of another person (i.e. a Principal)? Yes No

If yes, Principal's full name: _____

4. What is the source of the Trust's authority to deal with PlusGroup on that Principal's behalf?

Authorisation letter Power of attorney Other similar instrument

5. What is your full name & surname (i.e. the person completing this questionnaire and dealing with PlusGroup on behalf of the Trust)?

6. What is the source of your authority to complete this questionnaire and deal with PlusGroup on behalf of the Trust?

Authorisation letter Power of attorney Other similar instrument

7. Please describe the type of service that the Trust seeks from PlusGroup, and also the purpose for which that service is sought.

8. Is this a Single Transaction (once-off) or Business Relationship (more than one Transaction over a certain period of time)?

Single Transaction Business Relationship

9. If the Trust requires a Business Relationship, how will any of the payments owed to PlusGroup under the Business Relationship be financed?

10. Will any of the payments referred to in the previous question involve a payment by the Trust or its Representative of R25 000 or more in cash (i.e. paper money, coins or traveller's cheques)? Yes No

11. Please describe the Trust's purpose or Business (i.e. why the Trust was created or what industry it is in, what products / services it sells etc.).

12. Which Master of the High Court administers the Trust?

13. What is the full name of the person who created the Trust?

14. What are the full names of the trustees?

15. Who are the named beneficiaries of the Trust?

Initial:  _____