

CLOVER FOREST

SALE AGREEMENT

Between

HAOLIN CONSTRUCTION PROPRIETARY LIMITED
Registration Number 2014/190923/07

(the “**Seller**”)

and

(the “**Purchaser**”)

Ⓚ


Van Rensburg Schoon Attorneys


Brits
ATTORNEYS

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SUMMARY SCHEDULE

1. PARTICULARS OF SELLER

- 1.1 Name: **HAOLIN CONSTRUCTION PROPRIETARY LIMITED**
- 1.2 Registration Number: **2014/190923/07**
- 1.2 Business Address: **NO 5 HEIDE ROAD, KEMPTON PARK, 1619**
- 1.3 Postal Address: **NO 5 HEIDE ROAD, KEMPTON PARK, 1619**
- 1.4 Telephone Number: **072 633 3883**
- 1.5 E-mail Address: **sheila@meilijian.co.za / sheilaliu@meilijian.co.za**

2. PARTICULARS OF PURCHASER

- 2.1 Full names/name of purchasing entity: _____
- 2.2 Identity Number/Registration Number: _____
- 2.3 Marital Status (if applicable): _____
- 2.4 Residential Address/Registered Address: _____
- 2.5 Business Address: _____
- 2.6 Postal Address: _____
- 2.7 Telephone Number: _____
- 2.8 E-mail Address: _____
- 2.9 Income Tax Number/Provisional Tax Number: _____

3. PARTICULARS OF JOINT PURCHASER * (IF APPLICABLE)

- 3.1 Full names/name of purchasing entity: _____
- 3.2 Identity Number/Registration Number: _____
- 3.3 Marital Status (if applicable): _____
- 3.4 Residential Address/Registered Address: _____
- 3.5 Business Address: _____
- 3.6 Postal Address: _____
- 3.7 Telephone Number: _____
- 3.8 E-mail Address: _____



3.9 Income Tax Number/Provisional Tax Number: _____

4. **THE UNIT, PARKING BAYS AND EXCLUSIVE USE AREA(S)**

4.1 Unit: means a proposed unit to consist of –

(a) section _____ in the proposed scheme to be known as **CLOVER FOREST** in respect of the land and building or buildings situated at CLOVERDENE EXTENSION 40 TOWNSHIP, LOCAL AUTHORITY: CITY OF EKURHULENI METROPOLITAN MUNICIPALITY, of which section the floor area, is estimated to be _____ square metres in extent **(including covered balconies and covered patio's, where applicable)**; and

(b) an undivided share in the common property in the scheme to be apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

4.2 Number of Parking Bays to be allocated to the Unit in terms of an amendment to the Management Rules of the Scheme:

5. **PURCHASE PRICE**

Unit and the Exclusive Use Areas (to the extent applicable)

R _____

6. **PAYMENT OF PURCHASE PRICE**

6.1 **Deposits and Final Payment:**
cash transaction

6.1.1 Purchase Price payable within 30 (thirty) days from signature of the Agreement.



6.2 **Deposits, loan amount and
Balance of Purchase Price:
Transaction subject to loan
Approval**

6.2.1 Loan amount required: R_____ within 30
days of the signature date

6.2.2 Balance of Purchase
Price (if applicable): R_____ within 7
days of loan approval as set out in
clause 14.1.1

7. **OCCUPATION**

7.1 Anticipated Occupation Date:
(subject to clause 16) _____

7.2 Contractual Occupation Date: Date determined in terms of clause
16.1

7.3 Monthly Occupational Rental: 1% (one percent) of purchase price
per month

7.4 Monthly Anticipated Levy: 0,15% (zero comma fifteen percent)
of the purchase price per month
subject to clause 16.6

8. **ESTATE AGENT**

8.1 Agent: _____

8.2 Telephone Number: _____

8.3 E-mail Address: _____

9.1 **TRANSFERRING ATTORNEYS**

9.1.1 Name: **BRITS ATTORNEYS INC**

9.1.2 Telephone Number: **(010) 492-4001**

9.1.3 E-mail Address: **rudene@britsinc.co.za**

9.1.4 Trust Account Details: **BRITS ATTORNEYS INC
Account Number: 020294441
Branch Code: 012442
Ref: CRUnit_____/Surname**

9.1.5 Bank Panel Codes: Nedbank: 1210
ABSA: 589
SBSA: 1140
FNB: 1685



9.2 BOND ATTORNEYS

- 9.2.1 Name: **VAN RENSBURG SCHOON INC**
- 9.2.2 Telephone Number: **(011) 970-1203**
- 9.2.3 E-mail Address: **sueliza@vrsc.co.za**

10. INTRODUCTION

- 10.1 The Seller is the registered owner of Cloverdene Extension 40 Township.
- 10.2 The Seller intends to establish Residential Sectional Title Scheme to be known as CLOVER FOREST in two (2) or more Phases as contemplated in Section 25 of the Act and indicated on the Site Plan annexed hereto marked “2”. Therefore, the Subject Matter is not yet capable of registration as contemplated in the Alienation of Land Act No. 68 of 1981.
- 10.3 The Seller has agreed to sell to the Purchaser who has agreed to purchase a sectional title unit in the Development, together with an undivided share in the common property and Exclusive Use Area(s) (altogether known as the “**Subject Matter**”) for the purchase price and on the terms and conditions contained in this Agreement and the Annexures hereto.
- 10.4 Construction of the buildings in the Scheme has commenced.

11. INTERPRETATION

- 11.1 In this Agreement, unless inconsistent with the context:
- 11.1.1 “Agreement” or “Agreement of Sale” means this Agreement together with all Annexures and Plans, signed or initialed by and entered into by the Seller and Purchaser;
- 11.1.2 “Act” means the Sectional Titles Act No. 95 of 1986 or any amendment thereof and includes the Regulations promulgated there under from time to time;
- 11.1.3 “Architect” means the architect/s appointed by the Seller from time to time for the purposes of the Development;
- 11.1.4 “Beneficial Occupation” means the stage of completion where, in the opinion of the Principal Agent, the Subject Matter can effectively be used for the purposes intended;
- 11.1.5 “Building Contractor” means Meilijian Construction and Development CC, Registration Number 2009/007952/07;
- 11.1.6 “Bond Registration Costs” means the fee charged by bond registration attorneys for registration of the bond and the Deeds Office charge including the initiation fee, valuation fee or any administrative fee charged by and payable to the financial institution or insurance company;



- 11.1.7 “Bond Registration Attorneys” means Van Rensburg Schoon Attorneys, as indicated in clause 9.2 above;
- 11.1.8 “Building/s” means the building/s to be erected on the Property as part of the Scheme, reflected on the Annexures;
- 11.1.9 “By-Law” means the City of Ekurhuleni Municipal Planning By-Law, 2016;
- 11.1.10 “Common Property” means those portions of the Property and such parts of the buildings which do not form part of any Section in the Scheme and constitute common property in terms of the Act;
- 11.1.11 “Completion Date” means the date upon which the Subject Matter is sufficiently complete for beneficial occupation which date shall, in the event of a dispute, be as determined and certified by the Principal Agent whose decision as to that date shall be final and binding upon the Parties;
- 11.1.12 “Contractual Occupation Date” means the date upon which the Section is sufficiently complete for beneficial occupation as notified by the Seller to the Purchaser in terms of clause 16.1;
- 11.1.13 “Conveyancing Transfer Charges” means the fees payable to the Transferring Attorneys to register the transfer of the Subject Matter to the Purchaser as well as the Deeds Office charge in respect of the transfer;
- 11.1.14 “Council” means the City of Ekurhuleni Metropolitan Municipality or its successors in title;
- 11.1.15 “Developer” means the Seller or its nominee/s carrying out the Development from time to time in more than one phases and includes its successors in title and their respective successors and *vice versa*;
- 11.1.16 “Development” means the buildings to be erected and completed on the Property in more than one phases in respect of which the Seller intends to open a Sectional Title Register to be known as CLOVER FOREST;
- 11.1.17 “Estimated Occupation Date” or “Anticipated Occupation Date” means the anticipated date of occupation of the Unit as in clause 7.1 but subject to clause 7.2 and clause 16;
- 11.1.18 “Estimated Transfer Date” means the anticipated transfer date of the Subject Matter as soon as practically possible after the Contractual Occupation Date;
- 11.1.19 “Exclusive Use Area(s)” means the area/s being a part or parts of the common property for the exclusive use of an owner of a unit in the Scheme, indicated on the Sectional



Plan and to be ceded to the Purchaser by way of a Notarial Deed of Cession;

- 11.1.20 "Levies" means an amount in respect of Body Corporate levies;
- 11.1.21 "Occupational Rental" means the amount described in clause 7.3;
- 11.1.22 "Participation Quota" means the percentage allocated to the Section in the Sectional Plans of the Scheme as registered and filed in the office of the relevant Deeds Registry or, in the event of such Sectional Plans not having been registered a percentage expressed to four decimal places and arrived at by dividing the floor area correct to the nearest square metre, of all the Sections in the buildings comprised in the Scheme;
- 11.1.23 "plans" means site plan and the unit plan relating to the Scheme and the Units therein as attached hereto (**marked "2" and "3"**);
- 11.1.24 "prime rate" means a rate of interest per annum which is equal to commercial banks' published minimum lending rate of interest per annum, compounded monthly in arrears, charged by a commercial bank on the unsecured overdrawn current accounts of its most favoured corporate clients in the private sector from time to time;
- 11.1.25 "Principal Agent" means the architect or any other agent appointed by the Seller for purposes of the Development;
- 11.1.26 "Property" means Cloverdene Extension 40 Township, Registration Division I.R., Province of Gauteng;
- 11.1.27 "Register" means the Sectional Title Register to be opened in respect of the Scheme in terms of the Sectional Titles Act;
- 11.1.28 "Regulations" means the Regulations promulgated under the Act and the STSMA from time to time;
- 11.1.29 "Rules" means jointly the Management and Conduct Rules relating to the Scheme in terms of clauses 18 and 29 below;
- 11.1.30 "Specifications" mean the Annexure hereto (**marked "4"**);
- 11.1.31 "Scheme" means the Sectional Title Scheme to be known as **CLOVER FOREST** consisting of more than one phase;



- 11.1.32 “Section” means the Section referred in clause 4.1 and more fully described in the site plan and the unit plan indicated on the Annexures hereto (**marked “2” and “3”**) which is sold and is to be transferred in terms of this Agreement notwithstanding that the Sectional Plan relating thereto may not yet be approved or registered on the signature date;
 - 11.1.33 “Signature Date” means the date on which the last signing party signs this Agreement;
 - 11.1.34 “SPLUMA” means the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013);
 - 11.1.35 “STSMA” means the Sectional Title Schemes Management Act, 2011 (Act 8 of 2011) together with its Regulations;
 - 11.1.36 “Subject Matter” means the Unit and Exclusive Use Area(s) (if applicable) as finally described in the Sectional Plan, read together with the Register;
 - 11.1.37 “Transfer Date” means the date of transfer;
 - 11.1.38 “Transfer” means registration of transfer of the Subject Matter into the name of the Purchaser in the Deeds Office and includes the simultaneous cession of an Exclusive Use Area to the Purchaser by way of a Notarial Deed of Cession (if applicable);
 - 11.1.39 “Transferring Attorneys” means Brits Attorneys Incorporated, as described in clause 9 above; and
 - 11.1.40 “Unit” means the Section described in clause 4.1 and indicated on the unit plan annexed hereto (**marked “3”**) together with an undivided share in the common property as apportioned to the Section in accordance with the participation quota/s to be determined in accordance with the Act.
- 11.2 Words and expressions defined in the Sectional Titles Act shall have the meanings therein defined.
 - 11.3 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include female and words importing persons shall include partnerships, trusts and bodies corporate and *vice versa*.
 - 11.4 Reference to this Agreement shall mean the Agreement of Sale and all the Annexures thereto.

12. **SALE**

The Seller sells and the Purchaser purchases the Subject Matter in accordance with the terms and conditions set out in this Agreement and all

Annexures thereto and which the Purchaser acknowledges having read, understood and considers himself bound thereto.

13. **SPECIAL CONDITIONS**

13.1 **SUSPENSIVE CONDITION - MORTGAGE LOAN**

- 13.1.1 This sale is subject to and conditional upon the Purchaser being granted a mortgage secured loan against security of the Subject Matter by a financial institution approved by the Seller for an amount not less than that specified in clause 6.2.2. Such loan must be granted within 30 (thirty) calendar days from the signature date on terms and conditions normally applicable to such loans granted by financial institutions.
- 13.1.2 The loan as approved must be for an amount that will enable the Purchaser to deliver a guarantee or guarantees for not less than the amount stated in clause 6.2.2.
- 13.1.3 If this suspensive condition is not fulfilled or waived within the period mentioned in clause 13.1.1 above, the period shall be deemed to be automatically extended until the Seller gives 3 (three) days written notice to the Purchaser requiring that the condition be fulfilled within such 3 (three) days failing which the Seller shall have the right to cancel the sale forthwith.
- 13.1.4 If the Seller does not cancel the sale as contemplated in clause 13.1.3 above within 30 (thirty) days after the date of the notice referred to in clause 13.1.3 above, or if the suspensive condition is not waived within the period described in clause 13.1.3 above, this Agreement shall lapse and be of no further force or effect and Initial Deposit together with the interest earned thereon shall be refunded to the Purchaser.
- 13.1.5 The mortgage secured loan **may** be obtained on behalf of the Purchaser by a bond broker appointed by the Seller or the Estate Agent but always subject to clause 13.1.9 below.
- 13.1.6 The Purchaser undertakes to provide the bond broker (if appointed by the Seller) on request with all the information/documentation required to enable the bond broker to apply for the loan. The Seller shall however not be obliged to appoint a bond broker or to facilitate a loan to the Purchaser.
- 13.1.7 The suspensive condition shall be deemed to have been fulfilled upon the granting of the loan and not on accepting the offer to lend from a financial institution.



- 13.1.8 A loan granted on the condition that a loan, payment of which is secured by a bond over another property, be paid in FULL and be cancelled, shall NOT constitute fulfilment of the suspensive condition contained in clause 13.1.1 above.
- 13.1.9 The Purchaser shall procure fulfilment of the suspensive condition and the Purchaser furthermore undertakes to fulfil all of the requirements laid down by the financial institution in question in connection with the grant of such loan. **If the Purchaser is unable to demonstrate to the Seller that the Purchaser actively or forcefully made all reasonable efforts in order procure fulfilment of the suspensive condition or fails to comply with or accept any condition reasonably imposed by the financial institution, the Seller may regard the suspensive condition as having been waived and demand performance by the Purchaser of his obligations in terms of this Agreement.**
- 13.1.10 The suspensive condition contained in clause 13.1.1 is expressed to be for the exclusive benefit of the Purchaser, who shall at any time prior to the due date for fulfilment thereof be entitled to waive such condition by written notice to the Seller, or the Transferring Attorneys and in the event of such waiver, the Purchaser will be obliged to pay the amount as set out in clause 6.2.3 to the Transferring Attorneys upon notifying the Seller or Transferring Attorneys that the condition contained in clause 13.1.1 has been waived.
- 13.1.11 Should the suspensive condition be fulfilled or waived as contemplated herein, and the grant of the loan is subsequently retained or withdrawn by the financial institution **at the instance of the Purchaser**, this Agreement shall not lapse or be rendered null and void or unenforceable as a result of such retention, cancellation or withdrawal by the financial institution, **and the Purchaser shall nevertheless be bound to fulfil his obligations in terms of this entire Agreement as if the condition was waived by the Purchaser.**
- 13.1.12 **The Purchaser acknowledges and understands that Van Rensburg Schoon Attorneys Incorporated will attend to registration of mortgage bonds in favour of Absa, Nedbank, Standard Bank and First National Bank and that the Purchaser may not instruct his bank to appoint another firm for registration of the mortgage bond.**
- 13.1.14 In the event that any other firm of Attorneys be appointed to register the mortgage bond on behalf of the Purchaser, the Purchaser will be liable to pay the bond registration costs of the attorneys appointed, as indicted in clause 11.1.5.



13.2 VIABILITY OF THE DEVELOPMENT AND DEVELOPMENT FINANCE

- 13.2.1 The Purchaser acknowledges that the viability of the Seller undertaking the Development is dependent on, *inter alia*, the response by the public to the marketing campaign to be conducted by the Seller, the level of pre-sales achieved, and the Seller obtaining finance from a bank or recognised financial institution for the Development on terms and conditions acceptable to the Seller.
- 13.2.2 If the Seller determines that the Development is not viable, by the date stipulated in clause 7.1 ("the target date"), which date may be extended with 6 (six) months at the sole discretion of the Seller without notice to the Purchaser ("extended target date"), the Seller shall have the right to cancel this agreement by giving written notice of the Seller's election to cancel, which notice shall be given within **30 (thirty) calendar days** after the expiry of the target date or if the target date was extended by the Seller in terms of this clause 13.2.2, by not later than **30 (thirty) calendar days** after the expiry of the extended target date.
- 13.2.3 If the Seller elects to cancel the sale as contemplated in clause 13.2.2 above, the Deposits together with interest earned thereon shall be refunded to the Purchaser and the Purchaser shall have no claim of any nature against the Seller arising from the cancellation of this Agreement and the Sale contained therein.

14. THE PURCHASE PRICE AND THE PAYMENT THEREOF

- 14.1 The Purchaser shall pay the purchase price to the Seller in cash against registration of transfer of the Subject Matter into the name of the Purchaser.
- 14.2 In the case of cash transactions, the Purchaser shall pay the **Third Deposit** via EFT to the Transferring Attorneys within 30 (thirty) days after the Purchaser was notified by the Transferring Attorneys that construction is anticipated to commence within approximately 30 days, and the **Final Payment** by via EFT to the Transferring Attorneys within 3 (three) calendar days after the Purchaser was notified by the Transferring Attorneys that construction of the first phase is anticipated to be completed within approximately 6 (six) months.
- 14.3 **The Purchaser acknowledges and agrees that after fulfilment of the Special Conditions contained in clause 13 above, all payments made to the Transferring Attorneys are non-refundable and the Purchaser takes note of the provisions of clause 30.1 below relating to a breach by the Purchaser of any provision of the Agreement.**
- 14.4 In the case of transactions subject to mortgage loan approval as set out in clause 13.1.1 above, the **Balance of the Purchase Price** shall be paid via EFT to the Transferring Attorneys within 7 days after the granting of a mortgage loan.



- 14.5 The Transferring Attorneys shall hold all funds deposited by the Purchaser in trust for the benefit of the Purchaser pending transfer of the Subject Matter. The Transferring Attorneys are authorised to invest all funds deposited by the Purchaser and not required immediately in an interest-bearing account in terms of Section 86(4) of the Legal Practice Act 28 of 2014 ("LPA") and approved in terms of the LPA, upon receipt by the Transferring Attorneys of proof of payment by the Purchaser together with the required Financial Intelligence Centre Act, 38 of 2001 ("FICA") documentation. Interest on the investment will accrue to the Purchaser subject to the provisions of Section 86(5) of the LPA which stipulates that 5% of the interest accrued on accounts opened in terms of Section 86(4) of the LPA must be paid over to the Legal Practitioner's Fidelity Fund established in terms of the LPA ("LPFF") and vests in the LPFF.
- 14.6 As security for payment of the bond amount to be financed by the bank loan, the Purchaser shall provide the Transferring Attorneys within 14 (fourteen) calendar days after the grant of such loan, with banker's guarantees approved by the Seller for an amount equal to the bond amount, which guarantees shall:
- 14.6.1 be subject to such terms as are usually imposed by such bankers in issuing such guarantee/s;
 - 14.6.2 be expressed to be payable free of exchange by way of a real time electronic funds transfer (EFT), on written advice from the Transferring Attorneys to the party which issues such guarantee and on no conditions other than registration of:
 - 14.6.2.1 transfer of the unit and cession of Exclusive Use Area(s) from/by the Seller to the Purchaser;
 - 14.6.2.2 release of the unit and Exclusive Use Area(s) from any existing bond; and
 - 14.8.2.3 if applicable, registration of the bond
- and shall not be expressed to be subject to the occurrence of any other event.
- 14.7 In as much as the purchase price is inclusive of VAT determined at the current rate of 15%, in the event of the rate being amended after the signing date, but in circumstances in which the amended rate will apply to this transaction and be payable by the Seller, the purchase price shall be adjusted accordingly. Any additional VAT shall be payable by the Purchaser immediately upon demand by the Transferring Attorneys.
- 14.8 Should any payment due in terms of this agreement or should any guarantees due not be made or delivered timeously as the case may be, the Purchaser shall be liable for and shall pay, without demand by the Seller, penalty interest at prime rate plus 2% (two percent) calculated from the date that payment was due or guarantees were to be furnished, as the case may be, up to and including the date on which payment is made



and/or the guarantees are furnished, as the case may be and without prejudice to the Seller's rights in terms of clause 33 below.

15. TRANSFER AND COSTS

- 15.1 Transfer shall not be passed to the Purchaser until such time as the total purchase price and all other amounts for which the Purchaser may be liable for in terms hereof up and until the transfer date have been paid and/or payment thereof has been secured as herein provided, to the satisfaction of the Seller and the Purchaser has complied with all other obligations in terms of this Agreement.
- 15.2 Transfer of the Subject Matter shall be effected by the Transferring Attorneys and shall be given and taken as soon as possible after approval of the Sectional Plan, the issuing of the SPLUMA Certificate described in clause 17.5 below and the completion date.
- 15.3 Within 5 (five) working days after being requested to do so by the Transferring Attorneys, the Purchaser shall sign all such documents and furnish the Transferring Attorneys with all such documents as may be necessary or requisite for the purposes of the registration of transfer of the Subject Matter to the Purchaser.
- 15.4 **The Seller shall be liable for the conveyancing transfer charges incidental to the transfer of the Subject Matter to the Purchaser as well as the bond registration costs payable to the Transferring Attorneys in respect of the registration of the mortgage bond.**
- 15.5 **In addition to the provisions of clause 15.4 above, the Purchaser shall be liable for all water and electricity consumption charges from the Contractual Occupation Date, the cost of any insurance certificate required by the financial institution granting the loan, the initiation fees charged by the financial institution, any other charges imposed by the financial institution as well as any direct costs and disbursements arising from the grant of the loan and the bond required to be registered.**
- 15.6 **The Purchaser acknowledges and accepts that the Purchaser has purchased property in a Development where transfer to the Purchaser will take place simultaneous with transfers to other purchasers in the Development, as a result of which transfer of the Subject Matter to the Purchaser may be delayed. The Purchaser shall, despite a delay in transfer, be obliged to pay the Occupational Rental provided for in clause 7.3 above and clause 16.6 below to the Seller via EFT upon request by the Seller for such payment.**
- 15.7 **The Purchaser shall not have any claim against the Seller or be relieved of any of the Purchaser's obligations in terms of this Agreement or be entitled to any remission or rebate of any charges payable by the Purchaser in terms of this Agreement in the event of not unreasonable delay in the opening of the Sectional Title Register and transfer of the Subject Matter to the Purchaser.**



- 15.8 **Neither the Seller nor the Transferring Attorneys shall be required to off-set any financial obligation/s of the Purchaser against the Initial Deposit prior to transfer.**

16. **POSSESSION AND OCCUPATION**

- 16.1 The Seller shall give the Purchaser at least 60 (sixty) calendar days written notice of the Contractual Occupation Date.
- 16.2 In the event of the Seller being unable to make the Subject Matter available to the Purchaser on the Contractual Occupation Date, the Seller shall be entitled to postpone the Contractual Occupation Date by written or verbal notice to the Purchaser. If the Subject Matter is fit for occupation prior to the Contractual Occupation Date, the Seller may notify the Purchaser of an earlier Contractual Occupation Date on notice given not less than 60 (sixty) calendar days before the earlier Contractual Occupation Date.
- 16.3 The Seller shall give and the Purchaser shall take vacant occupation of the Subject Matter on the Contractual Occupation Date. Failure on the part of the Purchaser to take physical occupation (whether personally or by agent) or to accept the keys to the Subject Matter shall not affect the Contractual Occupation Date which shall remain as defined and described in clauses 16.1 and 16.2 above.
- 16.4 **The Seller shall be entitled to deny the Purchaser access to the Subject Matter until all outstanding obligations of the Purchaser have been fulfilled and the Purchaser shall, nevertheless, remain liable for payment of the Occupational Rental, notwithstanding the fact that actual occupation was denied by the Seller.**
- 16.5 Occupation of the Section by the Purchaser or anybody through the Purchaser shall not create a tenancy and in the event of this Agreement being cancelled, all rights to the occupation of the Subject Matter shall lapse and the Subject Matter shall be vacated forthwith.
- 16.6 From the Contractual Occupation Date until registration of transfer of the Unit into the Purchaser's name, and including such date, the Purchaser shall pay to the Seller Occupational Rental as described in clause 7.3, and the estimated monthly Body Corporate levies as described in clause 7.4, monthly in advance on the first day of each and every month to the Seller until the transfer date (both days inclusive), prorated for periods of less than a month. Should the actual levy be higher than the estimated levy, the Purchaser shall pay the actual monthly Body Corporate levy.
- 16.7 Should the Purchaser be in occupation of the Subject Matter and registration of transfer be delayed by reason thereof that the Purchaser:
- 16.7.1 refuses to pay any amount due in terms of this Agreement or to sign any document which the Purchaser is required to sign in terms of this Agreement; or
- 16.7.2 commits any other breach or fails to comply with any other term of this Agreement; or



- 16.7.3 refuses to sign the Letter of Satisfaction required by the Financial Institution which granted the mortgage loan in order to allow the Bond Attorneys to have the building retention uplifted,

then the Occupational Rental payable by the Purchaser in terms of clause 16.6 above shall be the amount described plus a further R3,500.00 per month, for as long as such failure and/or refusal and/or breach continues, calculated from due date and to date of remedying such failure and/or refusal and/or breach. In addition, under such circumstances, the Seller shall, upon becoming aware of the delay caused by the Purchaser, be entitled to instruct the Transferring Attorneys to withhold or exclude the transaction from the first lodgement batch and the Purchaser shall nevertheless then remain liable to pay the increased Occupational Rental as well as all Body Corporate levies and rates payable in respect of the Subject Matter.

- 16.8 In the event of any dispute as to when or whether beneficial occupation of the Unit has been given or tendered either in terms hereof or otherwise, a certificate by the Principal Agent (acting as an expert and not as an arbitrator) certifying that the Unit is suitable for beneficial occupation shall be final and binding on the Parties, notwithstanding that the building as a whole or the common property may not have been completed or might not be suitable for beneficial occupation at such date. **The Contractual Occupation Date shall under no circumstances be deferred by the Purchaser, whether or not the Unit is considered suitable for beneficial occupation by reason of any improvements, additions or alterations to be effected to the Section, by or at the request of Purchaser, not having been completed.**
- 16.9 The Purchaser acknowledges that on the transfer date, the building/s and the other structures and/or improvements, including infrastructure and roads in the Scheme may be incomplete and that the Purchaser may suffer inconvenience from building operations, noise, dust and other nuisance factors. **The Purchaser shall not be entitled by reason of any of the foregoing to cancel or withdraw from this Agreement or to claim damages from any person or institute interdict proceedings nor shall the Seller be responsible for any loss, damage or inconvenience suffered by the Purchaser by reason of such building operations.**
- 16.10 The Purchaser acknowledges that the common areas may not be complete by the time that the Purchaser's Unit is completed and the Purchaser **agrees that the Purchaser shall not be entitled to refuse to accept occupation or transfer of the Unit as a result thereof.**
- 16.11 **If for any reason whatsoever the Seller is unable to give the Purchaser occupation of the Unit or the Contractual Occupation Date, then the Purchaser shall have no claim of whatsoever nature against the Seller as a result thereof.**
- 16.12 Possession of the Subject Matter shall be given to and taken by the Purchaser on transfer.



- 16.13 All monies of the Purchaser held by the Transferring Attorneys shall be utilized firstly towards the settlement of the financial obligations of the Purchaser towards the Seller pending transfer and lastly towards the purchase price.
- 16.14 The Purchaser will, within 5 (five) working days after being requested to do so by the Seller or the Transferring Attorneys and prior to the Contractual Occupation Date, sign any Letter of Satisfaction as may be required by the Purchaser's bankers for purposes of registration of the mortgage bond over the Subject Matter, if applicable. The Seller hereby acknowledges that the signature by the Purchaser of the aforesaid Letter of Satisfaction does not, in any way, absolve the Seller from its obligations to rectify any defects or snags in the Unit as envisaged in clause 25.

17. SECTIONAL PLAN AND SPLUMA CERTIFICATE

- 17.1 The Purchaser acknowledges that the Sectional Plan has not yet been approved and that the exact boundaries of the Section forming part of the Unit shall be those shown on the final approved Sectional Plan and will be substantially in accordance with those set out in the Annexures hereto. The undivided share in the common property apportioned to the Section shall be in accordance with the Participation Quota which is ultimately determined in terms of the Act upon approval and registration of the Sectional Plan.
- 17.2 The Purchaser acknowledges that the extent of the Unit on the final Sectional Plan will be measured by the Land Surveyor in accordance with the Act and which will show the floor area of the Section to the median line of the boundary walls of the Section. The extent on the plans annexed hereto prepared by the Architect excludes the walls which may result in a variance.
- 17.3 **The Purchaser shall not be entitled to claim cancellation of this Agreement or any reduction in the purchase price by reason of any minor alteration to the number, size, location or participation quota of any Section, or any increase in their number, in comparison to that shown on the plans annexed hereto. The Purchaser undertakes to accept transfer of the Unit as may be re-defined and re-numbered in the Sectional Plan approved by the Surveyor General. For purposes of clarity and good order, a minor alteration in size shall be an increase or decrease in the area of the Section not greater than 15% (fifteen per centum), which must exclude the variance in clause 17.2 above. Should the size be increased or decreased with more than 15% (fifteen per centum) the Purchaser will be notified and the Purchase Price will be adjusted (increased or decreased as the case may be) accordingly.**
- 17.4 **The Purchaser acknowledges that it may be necessary for the Seller to amend or change the design and/or layout of all or some of the Units. In the event of such changes being required, the Purchaser shall accept the amendments or changes and remain bound to this Agreement.**



- 17.5 The Purchaser acknowledges that the Scheme will only be rendered registrable after approval of the Sectional Plan pursuant where to a compliance clearance certificate will be required from the local authority in terms of Section 53 of the By-Laws of the Council promulgated under the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013). The Seller shall not be responsible for any procedural and/or administrative delays resulting from this requirement.

18. **SECTIONAL TITLE, EXCLUSIVE USE AREAS AND RULES**

- 18.1 The Purchaser, as owner of the section entitled to the right of exclusive use of a part or parts of the common property, may be required to make such additional contributions to the Body Corporate as are estimated necessary to defray the costs incurred by the Body Corporate in respect of *inter alia*, insurance, maintenance and consumption charges in respect of the said exclusive use areas or, alternatively, the Seller may, in making the Rules provide that the owners concerned be responsible directly, whether entirely or partially, for such costs (if applicable).
- 18.2 It is recorded that the Body Corporate or the Developer, as the case may be, shall at all times, have access through any unit to any ceiling void and/or service duct from time to time as may be necessary for the purposes of maintenance of any services contained therein and for any other purpose reasonably associated with the development of the Scheme.
- 18.3 The Purchaser undertakes not to interfere with or hinder any other purchaser or owner of any unit forming part of the Scheme in the exercise by him/her of any exclusive rights granted to him/her.

19. **EXTRAS/VARIATIONS**

- 19.1 The Seller shall not be obliged to agree to any variation, modification, addition or omission to or from the structure design, layout, finishes, fixtures or fittings in respect of the Unit as set out in the Annexures hereto.
- 19.2 Should the Seller agree to any extras over and above the Optional Extras in Annexure 4 or variations, then those will be attended to entirely at the cost of the Purchaser and shall include such charges as the Seller may levy for attending thereto. All such costs shall be paid in cash, on agreement to proceed, to the Seller prior to any such work being proceeded with by the Seller, **which payment shall at all times be non-refundable irrespective of any circumstances whatsoever.**

20. **BUILDINGS NOT YET ERECTED**

- 20.1 It is recorded that the Buildings have not yet been constructed and the Subject Matter is sold off-plan.
- 20.2 The Seller shall be entitled to vary the details set out in the Annexures hereto, as well as the extras referred to in clause 19 above, to such extent as may be reasonably necessary to:



- 20.2.1 meet any requirements of any competent authority;
- 20.2.2 meet any special features of the Property;
- 20.2.3 meet any special impediments such as water, sewer or electrical lines either above or underground or any rock or other soil condition;
- 20.2.4 give effect to any changes in materials, finishes or fittings which the Seller considers to be appropriate or due to the fact that the original materials may not be readily available at the time due to shortage in supply of such materials, finishes or fittings, without however detracting from the quality of the buildings and/or the Section;
- 20.2.5 obtain the approval of the building plans and/or the registration of the Sectional Plans; and
- 20.2.6 to vary the number/s allocated to the Section on the plans and the name of the Development.

21. PHASED DEVELOPMENT

The Seller will complete the Scheme in more than 1 (one) phase and on opening of the register, in its application for registration of the sectional plan, reserve, in a condition imposed in terms of section 11 (2) of the Act, the right to erect and complete from time to time, for the personal account of the Seller further Sections or a further building or buildings on a specified portion of the common property, and to divide such building or buildings into a section or sections and common property and to confer the right exclusive use over parts of such common property upon the owner or owners of one or more sections.

22. CONSUMPTION CHARGES

22.1 Subject to the provisions of clause 22.2 the Purchaser shall as from and including the Contractual Occupation Date be liable for the charges in respect of all electricity and water consumed in or on the Unit.

22.2 The Scheme shall be equipped with pre-paid electricity and bulk metered water.

23. RESALE OF THE SUBJECT MATTER

Prior to transfer of the Subject Matter to the Purchaser, the Purchaser shall not be entitled to sell the Subject Matter, without the prior written consent of the Seller.

24. CONDITIONS APPLICABLE PENDING TRANSFER

24.1 The Purchaser shall, after the occupation date and prior to transfer:

- 24.1.1 save with the prior written consent of the Seller, not be entitled to make any alterations or additions to the section;



- 24.1.2 maintain the section in a fit and proper condition;
- 24.1.3 not be entitled to divide the section;
- 24.1.4 be liable for all electricity, water or gas consumed in the section and to the extent that such services are separately metered;
- 24.1.5 be liable for and pay to the Seller, the Occupational Rental in clause 7.3 and the estimated initial monthly levy in clause 7.4;
- 24.1.6 not use the section or the common property in such manner as to cause any damage thereto or to the other sections in the building, nor store or permit the storage therein of any inflammable materials which may vitiate any policy of insurance;
- 24.1.7 be entitled to use the section as a residential dwelling unit and in terms of the permitted zoning;
- 24.1.8 permit the Seller either personally, or through the Seller's servants or agents, to have access to the Section at all reasonable times and no reasonable notice to the Purchaser, for the purpose of inspecting it or to carry out maintenance or repairs which the Seller may in terms hereof be obliged or entitled to perform, whether such repairs relate to the Section or not and the Purchaser shall have no claim against the Seller for any disturbance in his occupation arising out of the exercise by the Seller of the rights hereby conferred;
- 24.1.9 not use and enjoy the common property in such manner so as to interfere with the use and enjoyment thereof by other occupiers of Sections or purchasers thereof or other persons lawfully upon the property and shall comply with any rules which the Seller in its discretion may make in regard thereto;
- 24.1.10 not use the Section or permit it to be used in such manner or for such purposes as shall cause a nuisance to any other person or interfere with the amenities of the property or so as to breach any law, ordinance or by-laws or any town planning scheme in force in relation to the land;
- 24.1.11 ensure that the Purchaser's family, employees or invitees comply with the obligations aforesaid;
- 24.1.12 comply with the rules of the proposed Body Corporate from time to time.

24.2 The Seller shall, after the occupation date and prior to transfer:



- 24.2.1 insure the buildings for their replacement value and maintain the common property and keep it in a state of good and serviceable repair;
 - 24.2.2 keep, in a state of good and serviceable repair and maintain, the plant, machinery, fixtures and fittings used in connection with the common property;
 - 24.2.3 maintain and repair all pipes, wires, cables and ducts existing on the land or in the building and capable of being used in connection with the enjoyment of more than one section or of the common property, provided however that notwithstanding anything to the contrary herein contained, the Seller shall be entitled to effect any repairs to the building (including the section) and/or the land even though the Seller is not obliged to effect such repairs in terms of this agreement.
- 24.3 Notwithstanding anything to the contrary contained in this agreement in the event of the Seller not effecting transfer by reason of either destruction of the building or expropriation of the land or in the event of destruction of the section to the extent that the Purchaser is deprived or likely to be deprived of beneficial occupation thereof for a period of 6 (six) months or longer, the Seller shall thereupon be entitled within 21 (twenty one) days of the relevant event to resile from the agreement and upon the Seller so doing, the Seller shall refund to the Purchaser, that amount which it would have been obliged to refund in terms of clause 24.6.2 below. Within 14 (fourteen) days of such refund having been made, the Purchaser shall vacate the section, unless he/she has already vacated or been deprived of possession thereof and save as aforesaid shall have no further claim against the Seller. If there is any dispute as to the likely period for which the Purchaser will be deprived of beneficial occupation of the section, such dispute shall be referred to the Principal Agent whose decision shall be final and binding and who shall act as an expert and not as an arbitrator.
- 24.4 If the Seller does not elect to resile from the agreement in terms of clause 24.3 then the Seller shall:
- 24.4.1 apply the whole of the monies received by it from the proceeds of any applicable insurance policy to the repair or replacement of the buildings including the section;
 - 24.4.2 if the buildings are replaced by new buildings, such new buildings shall be erected substantially in accordance with the plans for the existing buildings and the Purchaser shall accept a section most nearly comparable to the section to which he was entitled in existing building and the provisions of this agreement shall continue to apply *mutatis mutandis* to such new section and to his occupation thereof in the re-erected building. In the event of any dispute as to the new accommodation which the Purchaser is entitled and obliged to receive in pursuance of this clause, the decision of the Seller's Principal Agent acting as an expert shall be binding;



- 24.4.3 not be liable to the Purchaser for any claims whatsoever relating to any deprivation of section, displacement or inconvenience which may be caused during the replacement of the new buildings.
- 24.5 The Purchaser shall, after transfer:
- 24.5.1 be liable for all electricity and other services provided to and consumed in respect of the Section;
- 24.5.2 be liable for the payment of the levy to the Body Corporate as determined by the Body Corporate from time to time;
- 24.5.3 pay refuse disposal and basic sewer charges and taxes to the Local Authority in respect of the Unit;
- 24.5.4 comply with the rules of the proposed Body Corporate from time to time.
- 24.6 If, as a result of any act or omission by the Seller, the sectional title register is not opened within 18 (eighteen) months of the Contractual Occupation Date or such further period as may be agreed in writing between the parties then either party shall, on written notice to the other be entitled to elect that:
- 24.6.1 this sale shall terminate on written notice by either party to the other;
- 24.6.2 the Seller refund the Purchaser the amounts in clause 6.1 and 6.2 and interest earned thereon and return to the Purchaser any bankers or other guarantees which may have been furnished by the Purchaser pursuant to this agreement;
- 24.6.3 save as herein provided, neither of the parties shall in such event have any further claim whatsoever and whether for damages or specific performance, against the other under this agreement, nor shall the Purchaser be entitled to claim or allege any right of occupation or tenancy of the section under this agreement and shall vacate the same forthwith and until he/she so vacates Occupational Rental and estimated body corporate levies shall be paid by the Purchaser until date of vacation.

25. RECTIFICATION OF DEFECTS

- 25.1 The Purchaser shall within 7 (seven) days after the Contractual Occupation Date notify the Seller in writing by way of a snaglist of all or any defects in the Unit, failing which the Purchaser shall be deemed to have accepted the Unit in good order and condition. Only **ONE** snaglist shall be considered. The Seller shall within a reasonable time thereafter at its cost repair all such defects and the Seller undertakes to rectify all latent and/or patent defects which become apparent to the Purchaser within 3 (three) calendar months from the Contractual



Occupation Date and which is the result of defective materials and/or workmanship.

- 25.2 The Seller shall within a reasonable time remedy any defect in respect of exterior roof leaks and gutter leaks in the Unit (if applicable) which may manifest themselves within 12 (twelve) months after the Contractual Occupation Date provided that the Purchaser notifies the Seller in writing within the said period of 12 (twelve) months of any such defects, failing which, the Purchaser shall be deemed to have accepted the Section in the condition in which the same is as at the Contractual Occupation Date.
- 25.3 The Seller shall within a reasonable time remedy any material structural defects in the Section which may manifest themselves within 5 (five) years after the Contractual Occupation Date provided that the Purchaser notifies the Seller in writing within the said period of 5 (five) years of any such defects, failing which, the Purchaser shall be deemed to have accepted the Section in the condition in which the same is as at the Contractual Occupation Date.
- 25.4 **The Seller shall only be responsible in terms of clauses 25.1 to 25.3 above for defects caused by faulty materials and/or workmanship and the Seller shall under no circumstances be liable for any consequential loss or damage.**
- 25.5 **Upon the issue of a certificate of final completion by the Principal Agent in respect of the Unit the Purchaser shall have no claim whatsoever against the Seller in respect of the Subject Matter and/or any defects therein (whether patent or latent) other than in terms of clauses 25.1, 25.2 and 25.3 (inclusive) above.**
- 25.6 All undertakings hereby given to the Purchaser are personal to the Purchaser and cannot be alienated or disposed of by the Purchaser in any way.
- 25.7 The Purchaser shall not be entitled to withhold, set off or retain any amounts owing by the Purchaser to the Seller nor shall the Purchaser be entitled to withhold or abate payment of any amount due to the Seller in terms of this Agreement.
- 25.8 In the event of any dispute arising between the Seller and Purchaser as to the reasonableness of any defect contained in the snaglist provided by the Purchaser referred to in clause 25.1 above, the Principal Agent will decide as to the reasonableness or not, acting as an expert and not as an arbitrator and his decision shall be final and binding on the Parties.

26. **CESSION AND ASSIGNMENT OF RIGHTS**

The Purchaser shall not be entitled to sell, assign, cede or make over its rights under this Agreement, without the prior written consent of the Seller, prior to registration of transfer of the Subject Matter.



27. **TITLE CONDITIONS**

- 27.1 The Seller shall not be answerable for any deficiency in the declared extent of the Unit and/or the land, and no warranties are given in respect of the boundaries of the Unit and/ or the Property, subject to clauses 17 and 19 above.
- 27.2 The Purchaser shall accept transfer of the Subject Matter subject to the Rules and all title conditions and servitudes benefiting or burdening same and the Property whether existing or hereinafter imposed by any competent authority or by the Seller.

28. **ACKNOWLEDGEMENT AND DISCLOSURE**

The Purchaser acknowledges that:

- 28.1 the Purchaser has been given sufficient time to consider all provisions of this Agreement and to obtain advice; and
- 28.2 the Subject Matter is not in existence at the time of signing this Agreement and as such it is not possible for the Parties to conduct an inspection of the Subject Matter at this time. The Parties will be given an opportunity to agree on a list of defects on handover or delivery of the Subject Matter, whichever occurs first, and note such defects in writing.

29. **MANAGING AGENT AND VOTING AT MEETINGS**

- 29.1 The Seller shall appoint a managing agent for the Scheme for a period of at least 3 (three) years after the date of establishment of the Body Corporate. The Purchaser hereby grants the Seller the irrevocable power and authority to appoint the managing agent of the Scheme for such aforementioned period.
- 29.2 By his/her signature hereto the Purchaser irrevocably and in *rem suam* appoints the Seller as his/her agent and attorney to attend meetings of the Body Corporate at which the Purchaser is entitled to be present and then and there to vote, on behalf of the Purchaser on any matter as may be necessary pertaining to the amendment of the rules or the adoption of any rules provided that the Developer shall only exercise this right in circumstance where the Purchaser is not physically present or represented by a duly authorised proxy at such meetings.

30. **BREACH**

- 30.1 Should the Purchaser breach any provision of this Agreement and fail to remedy such breach within 7 (seven) days after dispatch of a written notice requiring such breach to be remedied, or should the Purchaser breach any provision of this Agreement at a time critical to the registration procedure and fail to remedy such breach within 48 (forty eight) hours after receipt of written notice requiring such breach to be remedied, **the Seller shall be entitled, without prejudice to any other rights in law, to cancel this Agreement forthwith and the Purchaser agrees that the Seller shall in such event be entitled to retain all**



payments made by the Purchaser in terms hereof, as a genuine pre-estimate of damages.

- 30.2 Upon cancellation of this Agreement for any reason whatsoever, the Purchaser hereby undertakes to vacate the Unit forthwith and shall cease to have any rights under this Agreement and the Seller shall immediately be entitled to resell or let the Subject Matter.

31. NOTICES AND DOMICILIA

- 31.1 Each of the Parties chooses *domicilium citandi et executandi* ("*domicilium*") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement at their respective addresses set forth in clause 1.
- 31.2 Each of the Parties shall be entitled to change its *domicilium* in writing to any other address within the Republic of South Africa and provided that it consists of or includes a physical address at which process can be served or any notice given.
- 31.3 Any notice given and any payment made by a Party to any of the others ("the addressee") which is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery.
- 31.4 Where, in terms of this Agreement communication of any nature is required the term "notice" and/or the term "writing" shall include communications by e-mail and shall be deemed to have been received by the addressee 1 (one) hour after the time of transmission of such communication.
- 31.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium*.

32. SELLING AGENT'S COMMISSION

- 32.1 The Seller shall pay the commission of the Estate Agent named in clause 8. Such commission will be earned and be payable as per an agreement concluded between the Seller and the Agent.
- 32.2 **Notwithstanding the provisions of clause 32.1, should this Agreement be cancelled due to a breach by the Purchaser as contemplated in clause 30 above, the Purchaser will be liable for payment of the commission of the Estate Agent upon cancellation.**
- 32.3 The provisions of this clause 32 are intended as a contract for the benefit of the Estate Agent and may be enforced by the Estate Agent who accepts the benefits conferred on it and agrees to the terms hereof.



33. JURISDICTION/COSTS

33.1 The Purchaser hereby consents in terms of Section 45 of the Magistrate's Courts Act, No. 32 of 1944, as amended, to the jurisdiction of any Magistrate's Court having jurisdiction over its person under Section 28 of that Act, notwithstanding that any action or proceeding arising out of this Agreement would otherwise be beyond the jurisdiction of such court. The Seller shall, however, have the right to institute action in any other court of competent jurisdiction.

33.2 The Purchaser agrees that, in the event of the Seller instructing its attorneys and/or taking legal proceedings against the Purchaser pursuant to a failure by the Purchaser to fulfil any of its obligations in terms hereof, then the Purchaser shall pay all legal costs plus VAT incurred by the Seller in connection therewith as between attorney and own client, including collection commission laid down at the tariff rate applicable.

34. JOINT AND SEVERAL LIABILITY

Should this Agreement be signed by more than 1 (one) person as Purchaser the obligations and liability of all the said signatories shall be joint and several.

35. TRUSTEE

If this Agreement is entered into by the signatory for the Purchaser in his capacity as representative for a company to be formed, then:

35.1 the said signatory, by his signature hereto, binds himself in favour of the Seller as surety and co-principal debtor, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company in terms of or arising out of this Agreement or any cancellation hereof; and

35.2 without prejudice to the provisions of clause 35.1 above in the event of such company or close corporation not being formed within 30 (thirty) days after the signature date and/or failing to ratify and make the provisions of this Agreement binding upon itself, and/or failing within 7 (seven) days to deliver to the Seller's Attorney the originals or notarially certified copies of its Memorandum of Incorporation, certificate to commence business and all necessary resolutions of shareholders and/or directors in respect of this sale, in the case of a company, or of its founding statement, any applicable association agreement then and in any such event, the said signatory shall be personally liable in terms hereof as if he had contracted in his own personal capacity.

36. COMPANY/CLOSE CORPORATION/TRUST

If this Agreement is signed as Purchaser by a person purporting to act for and on behalf of a company, close corporation or trust (other than a company not yet formed), he shall be deemed to warrant that he is duly authorised so to sign this Agreement and shall by his signature hereto bind himself in favour of the Seller as surety and co-principal debtor in solidum with such company, close corporation or trust under renunciation of the benefits of division, excussion



and cession of action, for the due performance of all the obligations of the said company, close corporation or trust in terms of or arising out of this Agreement or any cancellation hereof.

37. SOLE CONTRACTUAL RELATIONSHIP

37.1 The Parties hereto acknowledge that this Agreement represents the entire agreement between them and that no other conditions, stipulations, warranties and/or representations whatsoever whether express or implied have been made by either party or their agents other than as set forth in this Agreement.

37.2 Subject to clause 17.4 above, no variation of this Agreement shall affect the terms hereof unless such variation shall be reduced to writing under the hands of the Parties hereto.

37.3 No extension of time or indulgence granted by either Party to the other shall be deemed in any way to affect, prejudice or derogate from the rights of such Party in respect of this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a novation of this Agreement.

38. CONSUMER PROTECTION ACT

38.1 The Parties confirm that this sale did not come about as a result of direct marketing by the Seller and/or its agent/s but has been concluded as a result of consultative negotiations between the Parties.

38.2 The Purchaser acknowledges that this Agreement contains certain provisions which:

38.2.1 limit the risk or liability of the Seller;

38.2.2 constitute an assumption of risk or liability on the part of the Purchaser;

38.2.3 impose an obligation on the Purchaser to indemnify the Seller; and/or

38.2.4 constitute an acknowledgement of facts by the Purchaser.

39. DISCLOSURES IN TERMS OF THE CONSUMER PROTECTION ACT ("CPA") NO. 68 OF 2008

39.1 It is recorded that the Seller is a "supplier" as defined in the CPA and that the Subject Matter is sold with an "implied" warranty of quality as contemplated in Section 56 of the CPA to the extent that the Subject Matter shall meet the standards described in Section 55 of the CPA and that the Purchaser has the right to receive the Subject Matter:



- 39.1.1 reasonably suitable for the purpose for which it is generally intended;
- 39.1.2 of good quality, in good working order and free of any material defects;
- 39.1.3 useable and durable for a reasonable period of time.
- 39.2 Since the Buildings still need to be erected, it is recorded in terms of Section 55(6) of the CPA, that the Purchaser agrees to accept the Subject Matter as it stands, provided that the buildings are erected in a workmanlike fashion and substantially in accordance with the attached plans and specifications.
- 39.3 **Acknowledgments by the Purchaser:**
- The Purchaser acknowledges:**
- 39.3.1 that the sectional plan of the scheme has not yet been prepared or approved and that accordingly the exact and final boundaries and area of the Section will be that shown on the Sectional Plan/s as approved (from time to time); and
- 39.3.2 that the Purchaser is aware thereof that the building/s will be equipped with pre-paid electricity supply and metered water.
- 39.4 **Representations**
- It is recorded that the Seller or its Agents may have used models and brochures and other advertising material in marketing and presenting the proposed development to the Purchaser and the public at large. **The furniture, finishes and fittings shown in the advertising material were for advertisement purposes only and the Purchaser acknowledges that the finishes and fittings to this Section will comply with the finishing schedule that he has chosen.**
- 39.5 **Severability**
- The Seller has made every effort to incorporate the Purchaser's consumer rights, as provided for in the CPA, into this Agreement. In the event that any provision in this Agreement is found to contravene the CPA, the parties agree that such provision shall be severed from this Agreement and be treated as if it were not part of this Agreement.
- 39.6 **Guarantees and Conditions**
- 39.6.1 The Seller does not furnish any explicit or tacit guarantees in regard to the Subject Matter. The Purchaser acknowledges that he was not persuaded into entering this Agreement by any representations made to him by the Seller or any representative of the Seller, other than what is contained in this Agreement.



- 39.6.2 The Purchaser should take note that in addition to patent (visible) defects in the Subject Matter, there may be latent (not visible) defects in the Subject Matter.
- 39.6.3 Clause 25 provides for rectification of defects in the Subject Matter.

PURCHASER signed at _____ on _____ 202_____

Purchaser 1

Purchaser 2 (if applicable)

AS WITNESSES FOR THE PURCHASER:

1. _____

2. _____

SELLER signed at _____ on _____ 202_____

for and on behalf of the Seller

AS WITNESSES FOR THE SELLER:

1. _____

2. _____



AGENT signed at _____ on _____ 202_____



for and on behalf of the Agent

AS WITNESSES FOR THE AGENT:

1. _____

2. _____

BUILDING CONTRACTOR signed at _____ on _____
202_____

for and on behalf of the Building Contractor

AS WITNESSES FOR THE BUILDING CONTRACTOR:

1. _____

2. _____



CLOVER FOREST

CLOVERDENE X40

SPECIFICATIONS

STRUCTURE BRICKWORK

An appointed engineer shall be responsible for the foundation design

The buildings will be constructed of standard clay stock and face bricks

The roof construction shall be standard deep roll double roman multi coloured concrete roof tiles or similar, placed on prefabricated 'gang nail' or similar roof trusses, all according to SABS specification. One tile overhang on exposed roof trusses

WALLING

Street boundary walling to complex will be 1.8m, columns plastered and painted with infill panels in face bricks matching main structure

WATERPROOFING

Waterproofing to all exposed areas, will be done with an Acrylic waterproof system (TAL super flex or similar and approved).

USB Green 250 micron under surface bed. DPC 375 Micron under all external walls, window sills and ridge tiles. Hard core fill G5 or similar and approved and insecticide to all foundations and floors



SANITARY FITTINGS

All units will be provided with a 150 litre geyser. Bath shall be 1700mm acrylic bath with grip handles. Wash hand basins with standard pedestal. Semi-close couple WC+seat. All sanitary fittings to be white. Tops will be as per contractor's samples. Chrome plated bathroom accessories to be fitted.

Natural anodized aluminium sliding shower door with side panel where applicable- R2550.00 per shower installed.

KITCHEN FITTINGS

Kitchen cupboards with selected doors-melamine cupboards with PVC edging door range- and tops as per contractor's samples. A stainless steel single bowl sink shall be installed as per kitchen plan by specialist. Under counter oven and hob and one cold water connection for washing machine or dishwasher

ELECTRICAL

Wall plugs are to be provided as per drawing. White three/two spots in all rooms and external lighting to be provided as per architects lay-out and specifications. Earth leakage unit and distribution board placed solely at contractor's discretion. Single phase electrical connection included.

PAINT

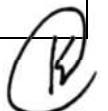
Woodoc 30 on external doors. One undercoat and two coats enamel to steel frames and internal doors. White emulsion PVA paint primed and painted on internal walls and ceilings.

GARAGE/PARKING

One covered parking will be provided per unit.

ENTRANCE

Entrance to architects detail with motorized gate.



INTERNAL ROADS

Internal roads to be inter locking concrete brick paving to engineer's specification and approved by the local authority.

EXTERNAL FINISHES

All windows shall be steel hung windows. Glazing in accordance with SABS code of practice. Water connection and meter included. Stand will be cleared of all rubble and vegetation. Instant lawn to be planted. No flowers or shrubs will be provided. Two outside taps/building to be provided and placed at contractor's sole discretion.

WALL FINISHES

All bedrooms are to be provided with a 50mm tiled skirting where tiles is provided on floors.

Kitchen walls are to be tiled in between top and bottom cupboards, as per contractor's samples.

Wall tiles to bathrooms to be tiled and in shower area, selected from contractor's samples. Internal plaster one coat steel trowel finishes.

Built in cupboards with selected doors as per contractor's samples –Melamine with 3mm PVC edging range

DOORS AND FRAMES

The entrance door shall be an external quality solid hardwood panel doors, with a 4 lever lockset and brass furniture in steel frame. All internal doors are steel frames with hollow core doors and chrome plated 2 lever locksets.



FLOOR FINISHES

Bathroom & kitchens, living areas and passage and bedrooms shall be ceramic tiles as per contractor's sample.

CEILING

The ceiling will be standard Gypsum ceiling with H-strips and standard coved cornices. Concrete roof slabs will receive a cornice.

GENERAL

The finishes as per this specification and the final working drawing are not necessarily the same as the artist's impression or any show house or neighbour's house. Where a discrepancy occurs between the specifications and the working drawing, these specifications will prevail. These specifications may be varied to comply with site conditions and local authority requirements. The owner will not be allowed to work on the site during construction.



**DECLARATION AND CONSENT IN RESPECT OF
PERSONAL INFORMATION (SALE)**

1. Purpose of this Declaration

- 1.1. You have or are about to enter into a Sale Agreement with HAOLIN CONSTRUCTION (PTY)LTD ("The Owner") in respect of immovable property which will result in certain obligations and duties for The owner and third parties, including The Owner's related companies, employees, contractors, agents, directors, attorneys, bond originators and consultants (the "Related Parties").
- 1.2. In giving effect to its obligations, The Owner and the Related Parties will be required to collect and process personal information, including to obtain, use, store, disseminate, distribute, modify and share your personal information with various third parties, including, but not limited to, the Related Parties, financial institutions, agents, attorneys, public departments, employees and creditors.
- 1.3. The purpose of this document is to obtain your consent as required in terms of the Protection of Personal Information Act, 4 of 2013 ("**POPI**") to collect and process your information in the course of The Owner's obligations as set out in this declaration below.
- 1.4. The Owner undertakes to use your personal information in pursuit of its obligations and not for any other purpose and shall take reasonable measures to safeguard your information while in its possession.

2. Definitions in terms of POPI

- 2.1. The pertinent definitions in terms of POPI are brought to your attention. These are:

2.1.1. "**personal information**" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including but is not limited to-

- a. information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- b. information relating to the education or the medical, financial, criminal or employment history of the person;
- c. any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- d. the biometric information of the person;
- e. the personal opinions, views or preferences of the person;
- f. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- g. the views or opinions of another individual about the person; and
- h. the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

2.1.2. "**processing**" means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including-

- a. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- b. dissemination by means of transmission, distribution or making available in any other form or;
- c. merging, linking, as well as restriction, degradation, erasure or destruction of information.

3. Interpretation

3.1. In this declaration-

3.1.1. an expression which denotes:

- 3.1.1.1 any gender includes the other genders;
- 3.1.1.2 a natural person includes a juristic person and vice versa;
- 3.1.1.3 the singular includes the plural and vice versa.

3.1.2 signature on behalf of a juristic person shall be deemed to be made by a representative with the requisite authority and shall apply to both the signatory in his/her personal capacity and the juristic person on whose behalf this declaration is signed.

4. Declaration and Consent

With due regard to the contents of POPI and the definitions contained above, I declare and confirm that-

- 4.1. I irrevocably authorise the Owner and the Related Parties to collect and process my personal information as they deem necessary and appropriate;
- 4.2. I irrevocably waive the confidentiality attaching to my personal information shared with the Owner and/or the Related Parties;
- 4.3. I will not have any claim of whatsoever nature against the Owner and/or the Related Parties for collecting and/or processing my personal information;
- 4.4. I understand the contents of this document and the implication of signing this document and have been given an opportunity to ask for clarification and explanation;
- 4.5. I agree to make my personal information available to the Owner and/or the Related Parties as and when required; and
- 4.6. I make this declaration willingly and freely.

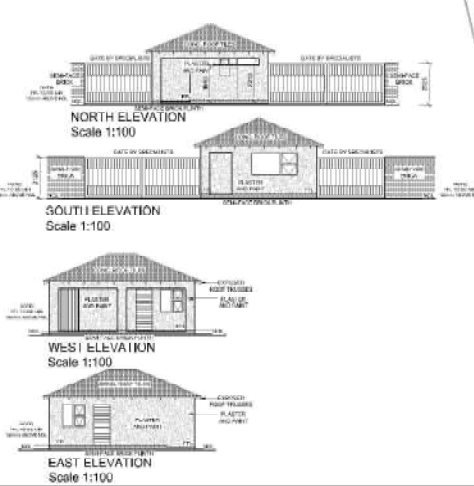
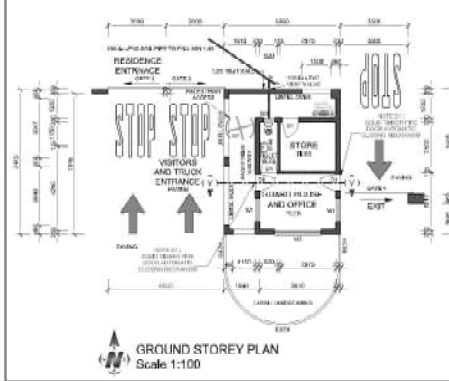
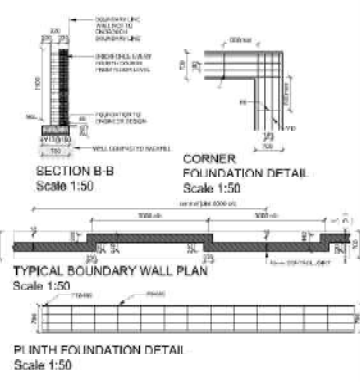
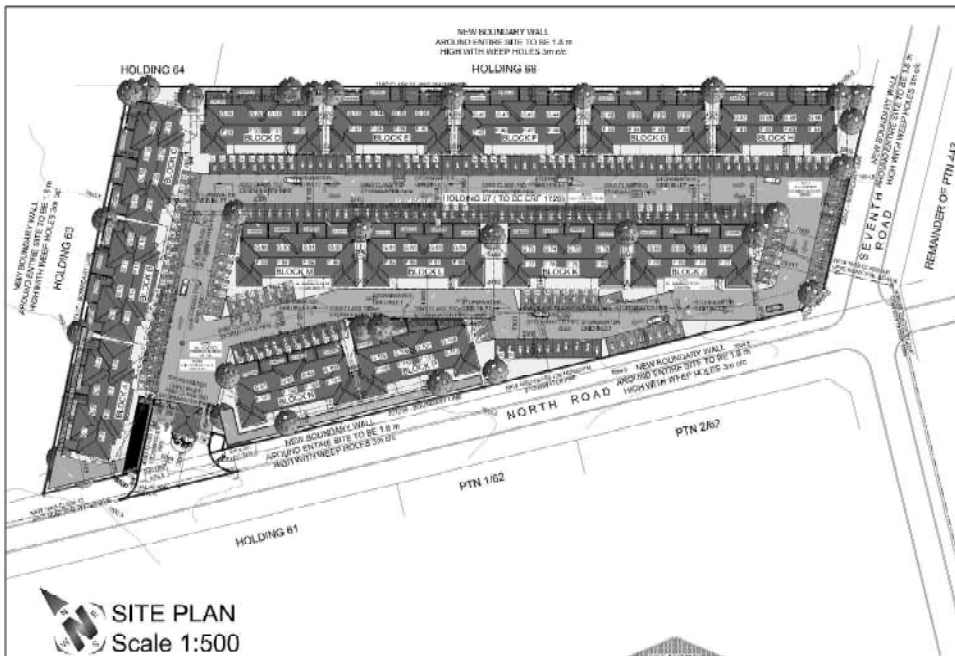
Signature of Declarant

Full names of Declarant: _____

Capacity of Declarant (if signed OBO of a juristic person) _____

Date: _____





2 Bed 1 Bath Floor Plan



(K)

3 Bed 2 Bath Floor Plan



PK

***CLOVER FOREST
BODY CORPORATE***

Ⓚ

CLOVER FOREST BODY CORPORATE

CONDUCT RULES

1. REFUSE DISPOSAL AND LITTERING

- a. The premises must be clean at all times.
- b. Refuse bags and rubbish must be placed in the designated areas at the entrance to the complex.
- c. No person may litter in the parking area, steps or by the post boxes. Unwanted flyers and articles must be thrown in the bins provided by the entrance.
- d. No refuse or loose articles may be thrown from windows.
- e. Broken glass bottles / articles must be cleaned up by the resident involved to prevent damage to property or injury to persons.
- f. Private dustbins are not to be placed outside doors on the stoeps and or corridors. Needs to be kept inside of the units.
- g. Residents must ensure that before refuse is placed in refuse bags it is securely wrapped, or in the case of tins or other containers, completely drained.

2. VEHICLES

- a. No resident shall park or stand any vehicle upon the common property or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the Trustees in writing. Vehicles of residents and their visitors may only be parked on such areas as are specifically demarcated for that purpose.
- b. Residents shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the common property or in any way deface the common property.
- c. No resident shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- d. Vehicles may not travel at speeds in excess of 10 kilometers per hour on any portion of the common property.
- e. Motor vehicles of residents shall be parked in allocated parking areas so as to leave maneuvering space for access to neighboring parking areas. Residents

are responsible to ensure that their visitors park in the correct place and do not cause any obstruction either in relation to carports or otherwise.

- f. Boats, trailers and the like may not be parked on the common property without the permission of the Trustees. If permission is granted, boats, trailers will only be permitted to be parked on the common property for a period not exceeding two (2) weeks at any one time.

3. CYCLES

- a. Bicycles, motorcycles, tricycles, roller skates and skateboards etc., may not be left on any portion of the common property or on any portion of the section where it is visible to any resident.
- b. The use of soap-box carts, skateboards, roller skates etc., on the common property is prohibited.

4. SANITARY SERVICES

- a. Unless a specific place has been designated therefor, no rubbish or refuse may be left on any portion of the common property or elsewhere where it will be visible from the common property whether in a container or not, except for collection on such days as collection is arranged.
- b. Rubbish may not be handled contrary to the regulations of the local authority, for example all glass must be wrapped in a double layer of newspaper, etcetera.
- c. Refuse taken directly to the refuse removal area, if such area be established, must be deposited in the containers provided.

5. NOISE LEVELS

- a. Reasonable noise levels will be tolerated up until the following times and thereafter it must be silent:
 - i. Monday to Thursday (08:00 – 21:00)
 - ii. Friday / Saturday (08:00 – 23:00)
 - iii. Sunday (08:00 – 20:00)
- b. Motor hooters may not be used on the common property.
- c. Radios, musical instruments, record players, television sets, etcetera must be used in such a manner as not to be heard in adjoining sections or on the common property.

6. GARDENING AND PLANTS

All gardening in respect of the property shall be done by persons authorized by the Trustees unless otherwise specifically agreed.

7. PRIVATE GARDENS / EXCLUSIVE USE AREAS

- a. Private gardens and or exclusive use areas must at all times be kept neat.
- b. Garden tools and other equipment may not be kept in any place where they will be in view from other units or any portion of the common property.

8. PARKING AREAS

- a. No articles other than vehicles or motorcycles may be kept in parking bays.
- b. Visitors shall only be permitted to use the parking bays specifically designated for visitors and no residents shall be permitted to use these parking bays.

9. CHILDREN

- a. No games are permissible on areas other than those specifically designated for that purpose.
- b. Residents must supervise their children and the children of their visitors so that no damage or nuisance is caused to the common property or property of other residents. In particular children may not interfere with the post boxes, plants, decorations, name plates, firefighting equipment, exterior lights, entrance gate, intercoms, swimming pool apparatus, etcetera.
- c. Children are not allowed to run on the stoeps, corridors or steps. Screaming & shouting in the parking area is not allowed.

10. ACTIVITIES ON COMMON PROPERTY

- a. No hobbies or other activities may be conducted on the common property if they would cause a nuisance to other residents.
- b. Hobbies and other activities which cause undue noise is not permitted.

11. SERVANTS

- a. Residents shall be responsible for and ensure their domestic employees and contractors are aware of and comply with rules.

- b. All domestic workers / gardeners will be registered with the Body Corporate and the following will be provided:
 - i. ID Numbers; and
 - ii. Name, Surname; and
 - iii. Address; and
 - iv. Two (2) Family members' details; and
 - v. Contact details; and
 - vi. Copy of ID documents.
- c. Residents must ensure that conditions of employment of their servants are in accordance with current laws and regulations.
- d. All sections of this conduct rules will apply to the servants of residents.
- e. Complex Cleaner.
 - i. The cleaner will be responsible for the general upkeep of the grounds.
 - ii. The cleaner will wash the stoeps and steps, but residents should ensure that these areas stay clean.
- f. No resident may order the cleaner around. The gardeners and cleaners employed by the Body Corporate may not be employed to do any private work for owners during their normal working hours unless specifically authorized by the Trustees.
- g. Duties for the cleaner will be given by the Body Corporate and/or the Managing Agents.

12. SUNDRY PROVISIONS

- a. Residents shall not litter on the common property and garden areas.
- b. No firearms, pellets guns or fireworks may be discharged on the property.
- c. No stones or other solid objects may be thrown on the property.
- d. No smoking on common property.
- e. Should any damage of whatsoever nature be caused to the common property by a resident, his family, his tenants, his visitors, his employees, or his pets or those of his family, his tenants or his visitors, the resident and/or owner of the units shall be liable to reimburse the Body Corporate for the cost of repairing such damage.

- f. Under no circumstance shall any fire equipment be used for any other reason than the purpose of its installation – Fire prevention.

13. PETS

ANIMALS, REPTILES AND BIRDS

1. Pet caregivers must complete a Pet Application Form before occupying the unit
2. Only one dog is allowed with a weight limit of 15kg
3. Only one cat is allowed with a weight limit of 6kg
4. No other pets are allowed on the premises
5. Pets shall not be kept, bred, or used for any commercial purpose. All cats and dogs must be spayed or neutered by six months of age unless the procedure is deemed medically unsafe by a veterinarian.
6. Pets must be confined to the pet's owners' units and must not be allowed to roam free or be tethered. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash, placed in animal carriers.
7. Person who walks peters are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings
8. Pet caregivers are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals, or such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.
9. No pet shall be allowed to become a nuisance or create any unreasonable disturbance:
 - a. Pets whose unruly behaviour personally causes injury or property damage
 - b. Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for 2 hours (s) or more to the disturbance of any person any time day or night
 - c. Pets in common areas that are not under the complete physical control of a responsible human companion and a hand-held lease of no more than six feet in length or in a pet carrier
 - d. Pets who relieve themselves on walls or floor of common areas
 - e. Pets who exhibit aggressive or other dangerous or potentially dangerous behaviour
 - f. Pets who are conspicuously unclean or parasite infested.

10. Owners and rental agents are to ensure that occupants / guests adhere to this rule.

11. SLAUGHTERING OF ANIMALS

- a. No person shall slaughter any animal or cure or hang up to dry any meat, fish, skin or carcass or any part thereof within the scheme subject to the following:
 - i. Any person who intends to slaughter an animal in the scheme for purposes of own consumption, cultural or religious purposes must give the Managing agent 2 weeks prior notice.

- ii. The notice shall indicate that the person arranged with the SPCA to be present to ensure that the animal is slaughtered in a humane manner. Proof of arrangement with the SPCA should be submitted with the notice.
- iii. The notice shall further indicate that the person will adhere to the Abattoir Hygiene Act and the Meat Safety Act as set out below.

b. This rule is subject to the Meat Safety Act which states as follows:

Prohibition of slaughter of animals at places other than abattoirs, and exemptions

7. (1) No person may—
- (a) slaughter any animal at any place other than an abattoir;
 - (b) permit the slaughter of any animal at any place under his or her control, unless the place is an abattoir; or
 - (c) sell or provide meat for human and animal consumption unless it has been slaughtered at an abattoir.
- (2) (a) Subsection (1) does not apply to slaughter for own consumption or for cultural or religious purposes.
- (b) No meat or animal product obtained from an animal slaughtered as contemplated in paragraph (a) may be sold to any person.
- c. In terms of the Abattoir Hygiene Act, Act 1992 of 1992 the following procedure must be adhered to:
- i. No animals may be brought on the common property or the unit of an owner for more than 12 hours prior to slaughtering.
 - ii. Animals must be slaughtered in a humane manner.
 - iii. Animals may not be seen from any other unit or be seen by any member of the public.
 - iv. The carcass must be treated in a hygienic manner.
 - v. The meat may not be sold.
 - vi. Any animals so slaughtered meat must be provided free of charge to any person who receives it.
- d. In the event of any domestic animal being introduced into the scheme, the Body Corporate may call upon the owner thereof to immediately remove such animal, and in the event of the owner refusing to do so, the Body Corporate may at its own discretion impound it and, procure its removal from the scheme by such means as they deem fit, and recover any cost incurred by the Body Corporate who shall be entitled to recover such costs from the member concerned.

12. VISITORS AND TENANTS

- a. Residents/Owners are responsible for the conduct of their visitors and tenants, and they must ensure that the rules, whether in terms of the Act or these Rules are properly adhered to.

13. OCCUPANCY

- a. The following will be applicable:
 - i. One (1) Bedroom apartment – Maximum of Three (3) occupants.
 - ii. Two (2) Bedroom apartment – Maximum of Six (6) occupants.
 - iii. Three (3) Bedroom apartment – Maximum of Eight (8) occupants.
- b. Overcrowding is a contravention of the Municipal By-laws, and this will be dealt with in the harshest manner.

14. BUSINESS ACTIVITIES

- a. No business professions or trades may be conducted on the common property or in a section, except those which are specifically allowed by the local authority to be conducted in a residential Sectional Title Scheme.
- b. No auctions or jumbles sales may be held on the common property or in a section.

15. EXTERIOR

- a. No air-conditioning units which are visible from the outside of any section may be installed.
- b. No decorations may be attached to the exterior of a section, nor may the exterior of a section be painted or otherwise treated, unless specifically authorized by the Trustees.
- c. No awnings or exterior burglar proofing may be erected unless prior written approval has been obtained from the Trustees.
- d. No additional external television aerials, CCTV cameras nor any trunking may be installed.

16. RECREATION AREA

- a. The recreational facilities are for the exclusive use of the residents. Guests must be accompanied by a resident while using these facilities. Discretion must be used by residents with respect to the number of guests to avoid monopolizing the garden area. The Trustees reserve the right to restrict the use of the facilities by visitors.
- b. Common courtesy and regard for the rights of others are essential for the full enjoyment of these facilities by all. Residents are responsible for the behavior of their guests. It is expected that everyone will use common sense regarding water safety and cleanliness.

- c. Children under 12 years of age must be actively supervised by a person over 16 years of age.
- d. No bicycles, tricycles, go-karts, skateboards, roller skate's etcetera are permitted in the recreation area.
- e. Undue noise, including radios and record players, and use of profane language is not permitted.
- f. No ball games are permitted.
- g. No braais are permitted other than the designated area. Residents using the facility shall be responsible for leaving the area in a clean and tidy condition.
- h. No private parties may be held in the recreational area without the prior written permission of the Trustees.

17. DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY.

- a. An owner or occupier shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter any part of the common property without first obtaining the written consent of the Trustees.
- b. Notwithstanding sub-rule (1), an owner or person authorized by him may install:
 - i. any locking device, safety gate, burglar bars, or other safety device for the protection of his section; or
 - ii. any screen or other device to prevent the entry of any animals or insects provided that the Trustees have first approved in writing the nature and design of the devise and manner of its installation.
- c. Should any damage of whatsoever nature be caused to the common property by an owner, his family, his tenants, his servants, his visitors, private contractors employed by him, or his agents, then the owner shall be liable to reimburse the Body Corporate for the cost of repairing such damage.

18. APPEARANCE FROM THE OUTSIDE

- a. The owner or occupier of a section used for residential purposes shall not install anything on any part of the common property, balconies, patios, stoeps, corridors, gardens, awnings or canopies of any description which, in the discretion of the Trustees are aesthetically displeasing or undesirable when viewed from the outside of the section.

19. SIGNS AND NOTICES

- a. No owner or occupier or their agents of a section shall place or distribute any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section without the prior written consent of the Trustee, which cannot be unreasonably withheld.
- b. Any boards advertising the sale of a section shall only be permitted on the common property over weekends while the section is on show for sale.

20. LITTERING

- a. No resident shall deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, builder's rubble, food scraps or any other litter whatsoever.

21. LAUNDRY

- a. No resident shall erect his own washing lines nor hang any washing or laundry or any other items on any part of the buildings or common property so as to be visible from outside the buildings or from other sections.
- b. No washing, carpets or towels may be hung over the sides of the balconies.
- c. Washing may only be hung out to dry in designated areas and is at the sole risk of the person doing so.

22. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

- a. No resident shall store any material, or do or permit or allow to be done, any other act, in his section or in any of the buildings or on the common property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

23. LETTING OF UNITS

- a. All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy. The onus shall be upon the owner to ensure that a tenant or occupant is aware of and complies with these rules.
- b. All members of the Body Corporate agree and confirm that any owner who enters into a lease agreement, or allows possession, use and or occupation for any reason whatsoever for any period of time, must submit all details of said

occupant(s) to the Trustees and / or Managing Agent prior to occupation being granted. Any failure to submit the aforementioned details is an offence and may attract a fine in line with these rules.

- c. Any owner who rents out his unit must in terms of Sectional Titles Schemes Management rule 27 (2)(b) submit to the managing agent the following information of the tenants as well as any person who will be allowed to occupy the unit with the tenants.
 - i. Copy of the lease agreement.
 - ii. Full names.
 - iii. Identity numbers or passport numbers for foreigners.
 - iv. Telephone numbers.
 - v. Email addresses.

24. ERADICATION OF PESTS

- a. An owner or occupier shall keep his section free of white ants, borer and other wood destroying insects or any other pests and to this end shall permit the Trustees, the managing agent, and their duly authorized agents or employees, to enter his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests.
- b. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

25. IMMORAL BEHAVIOUR

- a. An owner or occupier shall not enter the buildings or his section severely intoxicated or under the influence of drugs or with an illegal or immoral intent.

26. COMPENSATION FOR IMPROVEMENTS

- a. An owner shall not be entitled to claim or receive any refund or compensation whatsoever from the Body Corporate for any additions or improvements effected by him to any of the common property unless at the express consent in writing of the Body Corporate or at the unanimous decision of the Trustees.

27. CONTROL OF PLANTS AND CREEPERS

- a. In the event of creepers or other plants growing on the exterior of a section, the owner directly in front of which the base of the creeper is situated, shall be responsible therefor. Should such creeper or plant grow onto an adjoining section, the owner shall be obliged, if called upon by the Trustees in writing to either control the creeper to the satisfaction of the adjoining owner or to

remove it altogether. No creeper shall be allowed to grow in such a manner as to cause damage to the buildings or the exterior thereof.

28. LANGUAGE

- a. Any owner or occupant, should he / she, not speak, read or understand the English language, undertakes to get a translation at his own cost and expense, all the Rules, Agreements or any other document relevant in connection herewith.

29. ALTERATION OF SECTIONS

- a. No owner of a section shall, except with the prior written consent of the Trustees and in accordance with section 24 of The Sectional Titles Act No 95 of 1986, alter or add to, or permit to be added to or altered, structurally or decoratively, externally or internally, the whole or any portion of such section.
- b. An application for permission to carry out any work contemplated in this rule shall be submitted to the Trustees in writing together with plans and shall:
 - i. state the date of commencement and completion of such work; and
 - ii. contain details of the manner in which the building materials will be conveyed up from, and down to ground level and the volumes of such materials.
 - iii. If outside building hoists, or block and tackle gear are to be used, details of the intended equipment are to be submitted to the Trustees and consent obtained prior to installation.
- c. Before the Trustees approve any plans for any work contemplated in sub section (1), the applicant will deposit a sum of money with the managing agent which will not exceed R5 000.00. The Trustees shall at their discretion allocate funds from this deposit to repair damage caused to the common property by the applicants' building operations. Where a deposit becomes insufficient the Trustees shall require a further deposit. When the works are completed, the deposit, without interest, less deduction, if any, will be returned to the owner. The rights of the Trustees in terms of this clause shall not derogate from any other legal rights which the Trustees may have.
- d. The Trustees will nominate an agent ("the nominated Trustee") who will be responsible for day to day dealing with an owner engaged in any work contemplated in this section.
- e. If this rule is infringed in any respect whatsoever and by any persons whosoever, the nominated Trustee is empowered to order the suspension of work until the nominated Trustee is satisfied and assured by the owner that there will be no reoccurrence failing which the Trustees are empowered to apply for a court interdict to stop building work in progress and the cost of such action shall be borne by the owner.

- f. The owner shall ensure that:
 - i. the building contractor employs a full-time, responsible foreman on the site during all the permissible times and that no work may proceed if he absents himself even temporarily; and
 - ii. PVC dust sheets are fitted to any exposed part of the section being altered so that no dust escapes from the section. Any dirt or dust that may dirty common property in spite of these protective measures must be cleaned up immediately.
- g. No building materials may remain on any part of the common property after the end of the day and all dust and rubble must be completely removed at the end of each working day. During the day building materials may only be stored in areas designated by the nominated Trustee.
- h. Any damage to neighboring sections or to the common property must be made good immediately and, failing this, the nominated Trustee may require that all building operations cease until he is satisfied that the damage has been repaired.
- i. It shall be the *applicant's responsibility to note and bring to the attention of the nominated Trustee any damage existing before commencing operations and for which he accordingly will not be responsible.*
- j. Any alterations, construction or any other such like work may not be carried out except during the hours from Monday to Friday 08h00 to 17h00 and all such activities are prohibited on Saturdays, Sundays, and public holidays. Emergency repairs may be affected outside these hours if sanctioned by the Trustees.
- k. All work, but particularly plumbing and electrical work done by an owner or occupier on any section shall be done only by suitably licensed or registered workman and contractors.

30. GENERAL

- a. An owner shall not:
 - i. use his section or permit his section to be used for any purpose which is injurious to the reputation of the building; and
 - ii. keep or do anything on the common property after having been served with notice in that regard by the Trustees; and
 - iii. deny the Trustees access to any section for the purpose of inspection.

- b. When the purpose, for which a section is intended to be used, is shown expressly or by necessary implication on or by the registered sectional plan, an owner shall not use or permit his section to be used for any other purpose.
- c. No duty shall be placed upon any owner in regard to the provision of any improvement on or to the common property unless a proposal to make such improvement has been approved by a special resolution at a general meeting of the owners of sections.
- d. Should the caretaker or manager be requested to give access to any section by any owner or occupier such instruction shall be at their sole risk.
- e. Under no circumstances may residents tamper with or have work done on the electrical apparatus which serves the common property. Any electrical faults detected on the common property must be reported to the manager / caretaker.

31. SECURITY

- a. Security of each unit shall be the responsibility of each owner.
- b. No person shall be allowed into the scheme if the occupant or owner does not positively identify the person / visitor.
- c. No person other than the person visited, shall give access to such a visitor.
- d. All round security must be a combined effort by all owners or occupants and all owners / occupants shall partake in such a security effort if need be.
- e. Report suspicious strangers entering the scheme.
- f. No hawkers or job seekers will be allowed into the scheme and therefore owners / occupants shall meet those people at the entrance gate.
- g. No person shall allow any stranger access onto the scheme grounds.
- h. No residents / visitors / owners may not leave their unit keys with the security guard or at the gate house. Should they choose to do so this is at their own liability.
- i. Residents and visitors should not converse with the guards at the gate as this prevents the guards from doing their duty.
- j. Guards may not be confronted or assaulted by residents or visitors.
- k. The guards monitor noise levels in the complex and have instructions to request residents, who disturbs others with noise levels, to lower the noise



levels to an acceptable level. Residents who fail to adhere to the request of the guards risk the possibility to receive a fine/penalty.

I. GATES

- i. Pedestrians may only use the small security gate by the guards.
- ii. Residents must use their own keys / remotes to allow their visitors to access through the small gate. No strangers will be allowed access to the complex.
- iii. The motorized gates must be closed at all times. Residents must ensure that gates close behind them before they drive off.
- iv. Gates not working must be reported to the managing agent.
- v. No person is allowed to fix the gates. Gates may only be fixed by contractors approved by the trustees.

32. SERVICES / UTILITIES

a. Electricity

i. Conditions of use.

1. Were the consumer is provided with a multi-phase supply, he shall balance the requirements of his load between the phases to the reasonable approval of the Body Corporate.
2. The consumer shall so use the supply as to not interfere with an efficient and economical supply to other consumers.

ii. Points of supply

1. Shall be the point at which the Body Corporate supply cable in the case of sectional title units terminates at the incoming isolating switch adjacent to the meter – board.
 2. The Body Corporate shall provide, install and maintain the meters and the equipment and cables required for delivering the electricity to the consumer at the point of supply together with the necessary connection from the Body Corporate mains.
 3. The consumer will be responsible for the supply from the DB mains in each unit.
- iii. A deposit may be required for electricity as security to cover the estimated usage for a period of 3 (three) months.
- iv. Accounts for all charges payable in terms thereof and of the agreement shall be rendered to the consumer at such intervals as the Body Corporate decides but not more frequently than monthly.

- v. Failure to pay the consumption by the due date will result in the account being handed over to a debt collecting agency or an attorney for collection. All fees resulting from the debt collector or attorney will be borne by the owner responsible.

b. Water & Sanitation

- i. The Body Corporate shall provide adequate quantities of water to each private unit within the scheme sufficient for normal domestic use subject to supply from the municipality.
- ii. Water meters are installed. Owners will be billed according to the usage derived from the water meter based on relevant water tariffs.
- iii. Owners will still be billed per participation quota on the consumption of the common property water.

33. ALL OWNERS

- a. It is in the sole discretion of the Trustees to take any remedial action necessary against any owner for the enforcement of any right, duty or obligations owed by any owner to the Scheme for the payment of any levy, administrative fee or any other charge that may become due in the enforcement of the Act, the Rules or any other obligation owed.
- b. All members of the Body Corporate agree that any legal, or administrative fees incurred by the Scheme, pursuant to a valid agreement with any supplier, in the prosecution of any obligation owed, or the enforcement of the rules as against an errant owner, can and should be debited to the members account immediately. And that a copy of the contractor's invoice be included in the levy statement forwarded to the owner in the event any contractor supplier being used for the repair deemed for the owner's account.
- c. **A member is liable for and must pay to the body corporate all reasonable legal costs and disbursements, as taxed or agreed by member, incurred by the body corporate.**

34. ENFORCEMENT OF RULES

Any breach of these rules shall be dealt with in the manner provided below:

- a. Any breach of the conduct rules, or any conduct detrimental or prejudicial to the Interest of the Body Corporate or unbefitting a member thereof shall be notified to the Trustees in writing (herein called the Complaint):
 - i. The Complaint must be submitted to the Trustees within 14 days from the date it came to the attention of the Complainant; and
 - ii. The Complaint shall contain full details of the alleged breach of conduct and be signed by the person making same as per prescribed form, annexed to the Rules as Annexure "A".
 - iii. The Trustees shall forthwith within 7 (seven) days of the date of receipt of Complaint dispatch a copy thereof to the person against whom the Complaint has been made (herein called the Defendant) and advise him / her to submit his / her written response within 7 (seven) days of date of dispatch of the Complaint to the Defendant.
- b. Notwithstanding above paragraph the trustees will have the right to commence proceedings as set out below notwithstanding the fact that a complainant refuse to complete the complaint form.
- c. The Trustees will have the discretion after receiving the Complaint or the submission by the Defendant to request the Complainant and / or the Defendant to submit further information or documentation in regard to the Complaint and/or the response to the Complaint.
- d. If the Complainant fails to submit the information as requested, the Trustees may reject the Complaint and advise the parties of the said rejection, subject to the rights of the trustees to proceed if in the opinion of the trustees the contravention / such complaint are of such nature that it needs to be acted on.
- e. If the Defendant fails to submit the information a requested, the Defendant may not use any of the requested information at the adjudication of the matter.
- f. On receipt of the written response or further information from the Defendant, or within 14 days from the Complaint and / or further information from the Complainant in the case where the Defendant fails to submit a written response, the Trustees shall advise the parties of a time, date and place at which the Complaint shall be adjudicated upon.
- g. At the appointed time and place a person or persons nominated by the trustees (the adjudicator) which may include the managing agent, shall inquire into and investigate the Complaint, and shall have the power to call before them and examine any member of the Body Corporate, any resident, guest, invitee or any other person who may be able to give evidence or assistance to the adjudicator in arriving at a decision. The Trustees shall also have the power and be entitled to appoint an Attorney to act on behalf of the Body Corporate.

- h. If after due delivery and providing that an application for an adjournment or remand has not been submitted by the Defendant in writing and duly served upon the adjudicator, the Defendant fails or refuses to attend the adjudication, the adjudicator shall be empowered to adjudicate in the Defendant's absence, and such findings as may be made shall then have the due force and effect of a finding made in his/her presence and with his/her participation.
- i. The Defendant shall have the right to call evidence in support of his / her contentions and in defense to the Complaint against him / her and he / she, the Complainant, and any person giving evidence at the inquiry shall have the right to be legally represented, providing only that this shall be done at their cost and not that of the Body Corporate or the Trustees.
- j. After hearing all the evidence considered necessary by them, the Adjudicator shall give such decisions(s) as appear to the majority of them to be just and equitable and may decide to take no action or to caution and/or reprimand the defendant and/or impose a penalty and/or to rule that the defendant pay such amount as to damages caused by the defendant and/or to impose a penalty in the sum not exceeding R15 000 (Fifteen thousand rand). Such penalty and/or damages to be paid into the coffers of the Body Corporate. The Trustees will have the discretion to levy the penalty on the levy statement of the owner and once levied such amount will become immediately due and payable to the Body Corporate.

Before a fine can be imposed to the owner, the below procedure must be followed.

Fines and/ or penalties may not be equal to or more than the applicable monthly levy of the owner of the unit concerned.

The trustees do not have any power to decide on fines and penalties on their own or to take any action against an owner or occupier – the fair and equitable procedure as set out in the rules must have been followed.

- k. If the adjudicator decides to impose a penalty the fact thereof and the amount of the penalty shall be certified in writing to the board of trustees and delivered to the Defendant who shall, subject to the right of appeal to the Community Service Ombud (Community Schemes Ombud Service Act, 9 of 2011) be obliged to pay to the Body Corporate the amount of the penalty therein prescribed immediately after receipt of such certificate. If the defendant is not the owner of the unit the defendant and the owner of the unit will become jointly and separately liable to pay the penalty, the one to pay, the other to be absconded. The trustees will have the right to levy the penalty on the owners statement notwithstanding the fact that the owner is not the defendant in the adjudication.
- l. Notwithstanding the above procedure, the trustees shall have the right to issue an immediate penalty in the sum not exceeding R15 000.00 if the trustees are satisfied that an owner, resident of an owners, occupant of an



owner, guest of an owner has bridge any of this rules. The trustees will have the right to levy the penalty on the owners statement notwithstanding the fact that that owner is not the party who contravened the rule.

- m. The Trustees shall forthwith inform all members of the Body Corporate in writing of the outcome of the inquiry and the amount of the penalty imposed, if any, but failure to do so shall not invalidate the inquiry, the verdict and the imposition of the penalty or any further legal rights subsequent to this.

- n. The Defendant and any other member of the Body Corporate shall have the right to appeal to the Community Service Ombud (Community Schemes Ombud Service Act, 9 of 2011). Such appeal shall be lodged as prescribed in the Community Schemes Ombud Service Act, 9 of 2011.
- o. On appeal the decision of the adjudicator may be confirmed, set aside or otherwise carried by the Community Service Ombud (Community Schemes Ombud Service Act, 9 of 2011).
- p. No member of the Body Corporate or a Trustee shall be entitled to adjudicate or vote on any matter in which he was the initial "Defendant".
- q. Nothing in the Rules shall be considered as removing the rights of the adjudicator to remand or adjourn an inquiry, provided that it is in the interest of justice and equity.
- r. A written record of the initial enquiry and appeal may be kept by the board of the trustees or the managing agent. Should such written record be kept it shall be deemed absolutely to be correct and accurate transcript of all proceedings.
- s. The Trustees will have the right to appoint its Managing Agent and / or Attorneys to adjudicate the Complaint as is prescribed in this rule.

35. POPI

- a. All information of the Body Corporate will be processed in terms of Oosthuysen Att Inc POPI Disclaimer / PAIA Manual. ([LINK TO POPI DISCLAIMER / PAIA MANUAL](#))
- b. Any other person as per trustee resolution will be appointed as the Information Officer of the Body Corporate.
- c. The POPI Disclaimer / PAIA Manual of Oosthuysen Att Inc will incorporate the POPI/PAIA manual for the Body Corporate. If the Body Corporate has its own POPI /PAIA manual the POPI/PAIA manual of Oosthuysen Att Inc will be applicable where there are any contradictions between the POPI/PAIA manual of Oosthuysen Att Inc and the POPI/PAIA manual of the Body Corporate
- d. The managing agent is entitled to make available the information as is set out in Sectional Titles Schemes Regulations Management rule 26(2) and 27(4) to entitled parties without obtaining further permission from the board of trustees.

36. Exclusive use Areas in terms of Section 10(7) of the Sectional Titles Schemes Management Act

- a. The Body Corporate herewith confers rights of exclusive use and enjoyment upon the parts as is marked as S10(7) exclusive use areas on the attached schedule marked as Annexure "B" and Layout Plan marked as Annexure "C"

- b. Annexure "D" sets out the following:
 - i. Purpose for which the said exclusive use may be used.
 - ii. Rights of enjoyment by the said owner.
 - iii. Obligations of the said owner.



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:  _____

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		No	
-----	--	----	--

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		No	
-----	--	----	--

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		Power of attorney		Other similar instrument	
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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		Power of attorney		Other similar instrument	
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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		Business Relationship	
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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: 

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: 

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:  _____

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	
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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	
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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: 

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) vat included.
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



ADDENDUM : PLUS GROUP – PURCHASER VIEWING & COMMISSION DISCLOSURE FORM

Date: _____

Development: _____

Unit: _____

Property Address:

Purchaser Name & Surname:

This agreement is entered into between **Plus Group** ("the Company") and the undersigned **Independent Contracted Agent** ("Agent") freely and voluntarily upon which signature the signatories confirm their understanding of the content hereof and the obligations and implications manifesting here from:

I, the undersigned Agent, unequivocally and irrevocably hereby confirm the following:

1. I have personally and physically accompanied the above-named Purchaser and/or his/her/its duly appointed and authorised nominee to view the exact property that the Purchaser is purchasing as duly described above and recorded per the Offer to Purchase;
2. I acknowledge that the Purchaser and/or his/her/its duly appointed and authorised nominee has completed their own property disclosure in my presence and on the same date with reference to the viewing per 1 above;
3. I confirm that I have expressly, and in no uncertain terms, informed the Purchaser that the unit will not be renovated, altered or modified to any extent whatsoever, and that the unit may not be in the same condition as the show unit;
4. In the event of any misrepresentation of whatsoever nature I will be personally held liable for any reputational damage or claims made against Plus Group arising from this transaction and such misrepresentation, whether directly or indirectly;
5. Should it be found that I have breached any of the above confirmations/ undertakings or misrepresented any information or manipulated any fact or circumstances, or failed to adhere to any of the positive obligations imposed hereby, then in such event I will be personally held fully responsible and will not be entitled to any commission relating to this transaction and liable to any other consequential damages suffered by Plus Group. I shall furthermore be liable for all legal costs incurred by Plus Group in the enforcement of this agreement on the scale as between attorney and own client;
6. I furthermore wholly indemnify Plus Group and any its subsidiaries, directors, associates and personnel from any claims and ancillary relief such as legal costs manifesting from any contravention of this agreement and the anticipated transaction;
7. I accept that I am responsible for any commission claims arising from this introduction and viewing, even if any issues are later resolved.



8. I understand the importance and urgency of this declaration and confirm that all information provided herein is accurate to the best of my knowledge.
9. I confirm that I am aware of, and agree to comply with, the provisions of the **Property Practitioners Act, 2019 (Act No. 22 of 2019)** and all regulations issued by the **Property Practitioners Regulatory Authority (PPRA)**, including disclosure obligations, ethical conduct requirements, and commission entitlement rules. I understand that any false or misleading statement in this declaration may result in disciplinary action, legal consequences, and forfeiture of commission as provided for under the Act.

Selling Agent

Name & Surname: _____

Agency Name: _____

Contact Number: _____

Signature of Agent: _____ Date: _____

Joint Selling Agent

Name & Surname: _____

Agency Name: _____

Contact Number: _____

Signature of Agent: _____ Date: _____

Signature of Principal (Kobus Du Plessis):  _____

Witness Name & Signature: _____ Date: _____

