

UNIT NO: _____

DOOR NO: _____

CLOVER WOODLANDS

SALE AGREEMENT

Between

NDATENDA LAND CONSTRUCTION PROPRIETARY LIMITED
Registration Number 2014/166627/07

(the “**Seller**”)

and

(the “**Purchaser**”)


Van Rensburg Schoon Attorneys


Brits
ATTORNEYS



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SUMMARY SCHEDULE

1. PARTICULARS OF SELLER

- 1.1 Name: **NDATENDA LAND CONSTRUCTION PROPRIETARY LIMITED**
- 1.2 Registration Number: **2014/166627/07**
- 1.3 Business Address: **29 DANN ROAD, GLEN MARAIS, KEMPTON PARK, 1619**
- 1.4 Postal Address: **29 DANN ROAD, GLEN MARAIS, KEMPTON PARK, 1619**
- 1.5 Telephone Number: **072 633 3883**
- 1.6 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 no _____, door no _____ in the proposed scheme to be known as **CLOVER WOODLANDS** in respect of the land and building or buildings situated at CLOVERDENE EXTENSION 47 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 Occupation Date: _____

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

7.4 Monthly Anticipated Levy: _____

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. INTERPRETATION

10.1 In this Agreement, unless inconsistent with the context:

- 10.1.1 "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;
- 10.1.2 "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;
- 10.1.3 "Architect" means the architect/s appointed by the Seller from time to time for the purposes of the Development;
- 10.1.4 "Bond Registration Costs" means the fee charged by bond registration attorneys for registration of the bond and the Deeds Office charge based on a fee for a bond not exceeding the sale amount;
- 10.1.5 "Bond Registration Attorneys" means Van Rensburg Schoon Attorneys, as indicated in clause 9.2 above;
- 10.1.6 "By-Law" means the City of Ekurhuleni Municipal Planning By-Law, 2016;
- 10.1.7 "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;
- 10.1.8 "Occupation Date" means the date stated in clause 7.2;
- 10.1.9 "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;
- 10.1.10 "Council" means the City of Ekurhuleni Metropolitan Municipality or its successors in title;
- 10.1.11 "Developer" means the Seller;
- 10.1.12 "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;
- 10.1.13 “Levies” means an amount in respect of Body Corporate levies;
- 10.1.14 “Occupational Rental” means the amount described in clause 7.3;
- 10.1.15 “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. 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;
- 10.1.16 “plans” means site plan and the unit plan relating to the Scheme and the Units therein as attached hereto (**marked “2” and “3”**);
- 10.1.17 “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;
- 10.1.18 “Register” means the Sectional Title Register;
- 10.1.19 “Regulations” means the Regulations promulgated under the Act and the STSMA from time to time;
- 10.1.20 “Rules” means jointly the Management and Conduct Rules relating to the Scheme in terms of clauses 18 and 29 below;
- 10.1.21 “Scheme” means the Sectional Title Scheme to be known as **CLOVER WOODLANDS** consisting of more than one phase;
- 10.1.22 “Section” means the Section referred in clause 4.1 and more fully described in the Sectional Title Plan indicated on the Annexures hereto (**marked “2” and “3”**);
- 10.1.23 “Signature Date” means the date on which the last signing party signs this Agreement;
- 10.1.24 “STSMA” means the Sectional Title Schemes Management Act, 2011 (Act 8 of 2011) together with its Regulations;
- 10.1.25 “Subject Matter” means the Unit and Exclusive Use Area(s) (if applicable) as finally described in the Sectional Plan, read together with the Register;



- 10.1.26 "Transfer Date" means the date of transfer;
- 10.1.27 "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);
- 10.1.28 "Transferring Attorneys" means Brits Attorneys Incorporated, as described in clause 9 above; and
- 10.1.29 "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.
- 10.2 Words and expressions defined in the Sectional Titles Act shall have the meanings therein defined.
- 10.3 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*.
- 10.4 Reference to this Agreement shall mean the Agreement of Sale and all the Annexures thereto.

11. **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.

12. **SPECIAL CONDITIONS**

12.1 **SUSPENSIVE CONDITION - MORTGAGE LOAN**

- 12.1.1 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.
- 12.1.2 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.
- 12.1.3 If this suspensive condition is not fulfilled or waived within the period mentioned in clause 12.1.1 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.

- 12.1.4 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 12.1.8 below.
- 12.1.6 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.
- 12.1.7 The suspensive condition shall be deemed to have been fulfilled upon the granting of the loan and not on accepting offer to lend from a financial institution.
- 12.1.8 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 12.1.1 above.
- 12.1.9 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.**
- 12.1.10 The suspensive condition contained in clause 12.1.1 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 12.1.1 has been waived.



- 12.1.11 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.**
- 12.1.12 **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.**
- 12.1.14 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 10.1.5.

13. THE PURCHASE PRICE AND THE PAYMENT THEREOF

- 13.1 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.
- 13.2 **The Purchaser acknowledges and agrees that after fulfilment of the Special Conditions contained in clause 12 above, all payments made to the Transferring Attorneys are non-refundable and the Purchaser takes note of the provisions of clause 22.1 below relating to a breach by the Purchaser of any provision of the Agreement.**
- 13.3 In the case of transactions subject to mortgage loan approval as set out in clause 12.1.1 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.
- 13.4 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.



- 13.5 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.
- 13.6 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.
- 13.7 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.

14. **TRANSFER AND COSTS**

- 14.1 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.
- 14.2 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.
- 14.3 **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. Should the bond granted be for a higher amount as the purchase price, the Purchaser shall be liable for the increased bond registration costs.**
- 14.4 **In addition to the provisions of clause 14.3 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.**



- 14.5 **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.**

15. **POSSESSION AND OCCUPATION**

- 15.1 The Seller shall give and the Purchaser shall take vacant occupation of the Subject Matter on the Occupation Date.

- 15.2 **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.**

- 15.3 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.

- 15.4 From the 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.

- 15.5 Should the Purchaser be in occupation of the Subject Matter and registration of transfer be delayed by reason thereof that the Purchaser:

15.5.1 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

15.5.2 commits any other breach or fails to comply with any other term of this Agreement;

then the Occupational Rental payable by the Purchaser in terms of clause 15.5 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.

- 15.6 Possession of the Subject Matter shall be given to and taken by the Purchaser on transfer.



15.8 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. SECTIONAL TITLE, EXCLUSIVE USE AREAS AND RULES

16.1 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).

16.2 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.

16.3 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.

17. CONSUMPTION CHARGES

17.1 Subject to the provisions of clause 17.2 the Purchaser shall as from and including the Occupation Date be liable for the charges in respect of all electricity and water consumed in or on the Unit.

17.2 The Scheme is equipped with pre-paid electricity and bulk metered water.

18. 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.

19. TITLE CONDITIONS

19.1 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.

20. ACKNOWLEDGEMENT AND DISCLOSURE

The Purchaser acknowledges that:

20.1 the Purchaser has been given sufficient time to consider all provisions of this Agreement and to obtain advice.



21. BREACH

- 21.1 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.**
- 21.2 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.

22. NOTICES AND DOMICILIA

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 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*.

23. SELLING AGENT'S COMMISSION

- 23.1 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.



- 23.2 **Should this Agreement be cancelled due to a breach by the Purchaser as contemplated in clause 22 above, the Purchaser will be liable for payment of the commission of the Estate Agent upon cancellation.**

24. JURISDICTION/COSTS

24.1 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.

24.2 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.

25. 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.

26. 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:

26.1 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

26.2 without prejudice to the provisions of clause 26.1 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.



27. **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.

28. **SOLE CONTRACTUAL RELATIONSHIP**

28.1 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.

28.2 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.

28.3 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.

29. **CONSUMER PROTECTION ACT**

29.1 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.

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

29.2.1 limit the risk or liability of the Seller;

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

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

29.2.4 constitute an acknowledgement of facts by the Purchaser.



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

30.1 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:

30.1.1 reasonably suitable for the purpose for which it is generally intended;

30.1.2 of good quality, in good working order and free of any material defects;

30.1.3 useable and durable for a reasonable period of time.

30.2 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.**

30.3 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.

30.4 Guarantees and Conditions

30.4.1 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.

30.4.2 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 and declares that he is satisfied to accept the unit as it is seen.



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_____



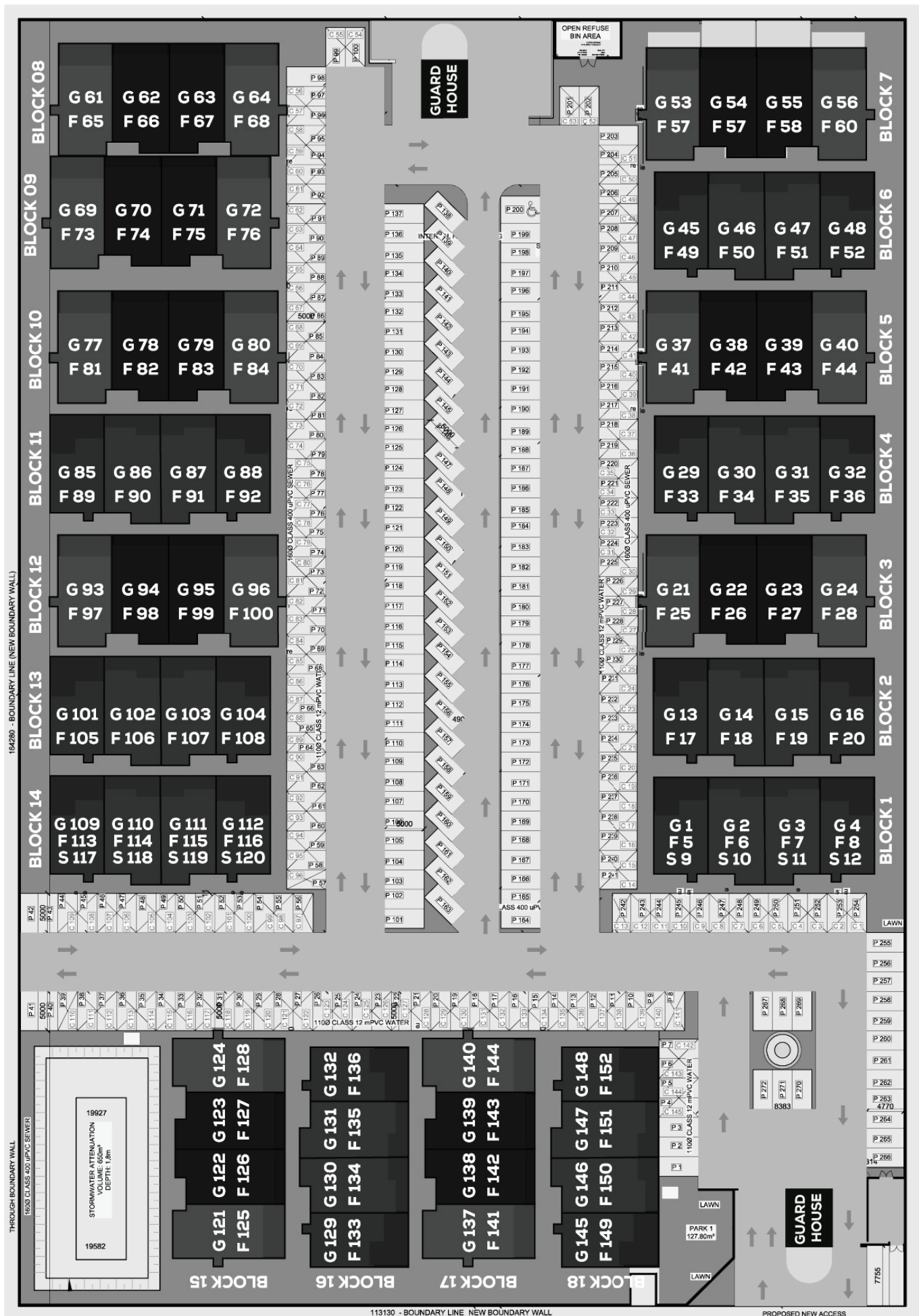
for and on behalf of the Agent

AS WITNESSES FOR THE AGENT:

1. _____

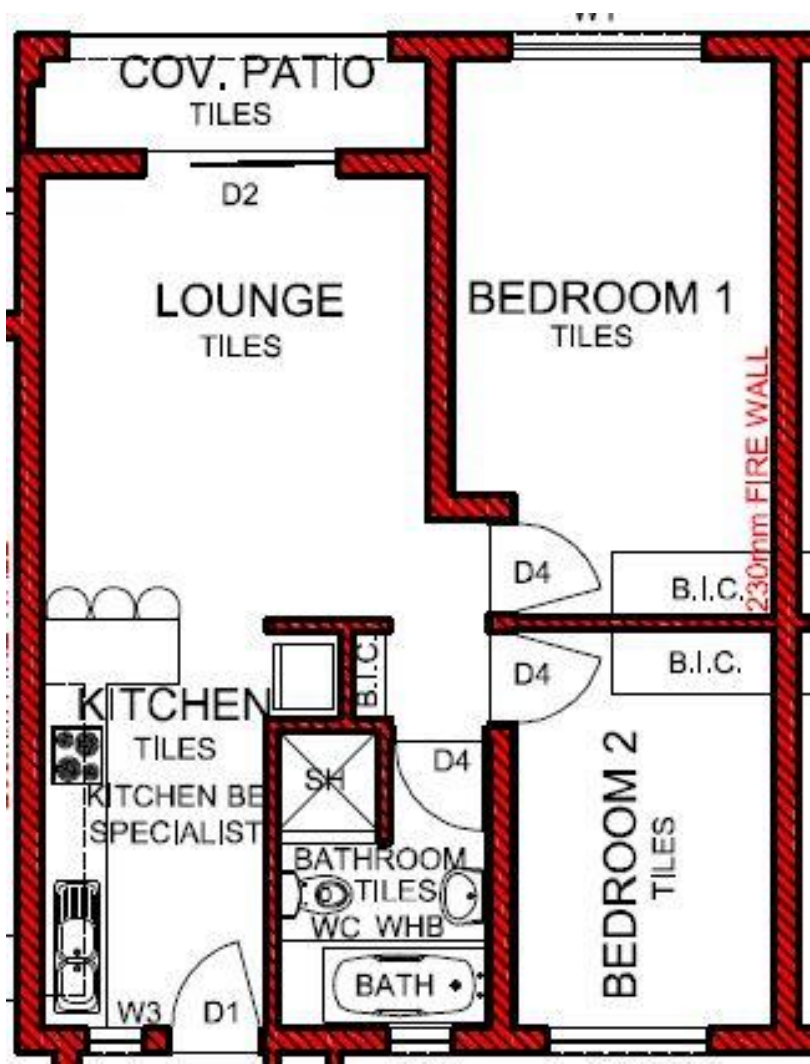
2. _____

Site Layout



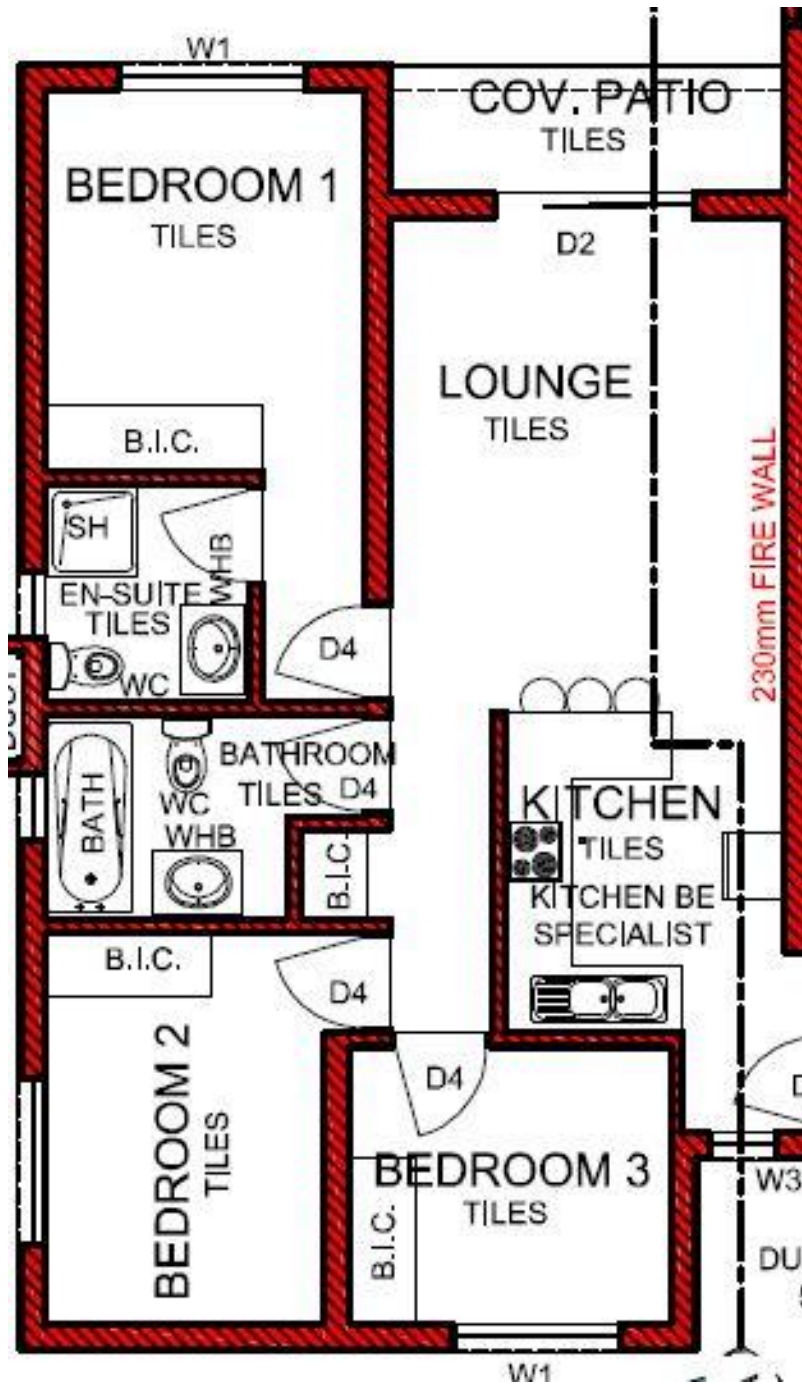
(K)

2 bed 1 bath floor plan



K

3 bed 2 bath floor plan



©K

CLOVERDENE EXT47

SPECIFICATIONS

STRUCTURE BRICKWORK

An appointed engineer shall be responsible for the foundation design

The buildings will be constructed or 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 3mm PVC edging door range-and tops as per contractor's samples. A stainless-steel double 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. One TV point and one telephone point. Earth leakage unit and distribution board placed solely at contractor's discretion. Single phase electrical connection included.

PAINT

Woodcock 30 on, skirtings and external doors. One undercoat and two coats Dulux enamel to steel frames and internal doors. White Dulux 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 interlocking 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 material skirting in floor areas and a tiled skirting where tiles is provided on floors.

Kitchen walls are to be tiled to a max of 1.5m and in between top and bottom cupboards, as per contractor's samples.

Wall tiles to bathrooms to be tiled 1.5m height and 2.1m 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 6 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 shall be ceramic tiles as per contractor's sample. Bedrooms will be carpets as from contractor's sample. Entrance porch, balcony landing and stairs will be granolithic or to contractor's discretion.

CEILING

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

GENERAL

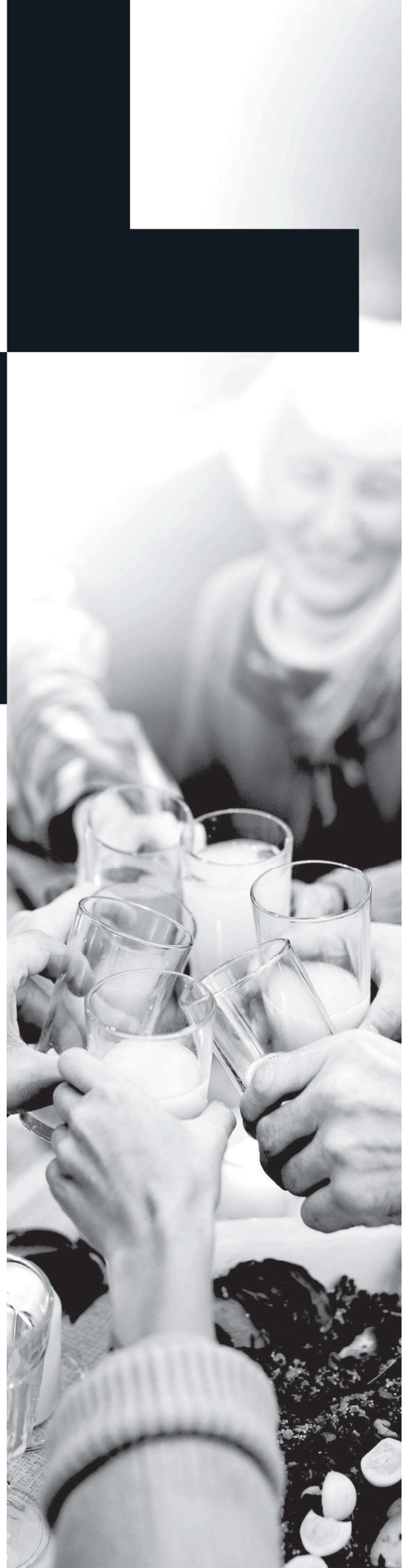
The finishes as per this specification and the final working drawing are not necessarily the same as the artist's impression or any show house or neighbour's house. Where a discrepancy occurs between the specifications and the working drawing, these specifications will prevail. These specifications may be varied to comply with site conditions and local authority requirements. The owner will not be allowed to work on the site during construction. The water and electricity deposits must be paid two months prior to occupation. Where owner supplies carpets, sanitary ware taps, light fittings, kitchen units, built in cupboards and tiles –NO CREDITS will be given on any PC items before finalization of the final account.





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



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
Leader of a political party
Cabinet minister or deputy minister
Member of a royal family
Premier of a province
Senior traditional leader
MEC of a province
Judge
Mayor of a municipality

Manager or CFO of a municipality
Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity
Head, accounting officer or CFO of a national or provincial department
Ambassador, high commissioner or other senior representative of a foreign country based in South Africa
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

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	
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If "yes", please provide details:

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

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

Yes		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	☐
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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	
----------------------	--	-------------------	--	--------------------------	--

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

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

Authorisation letter		Power of attorney		Other similar instrument	
----------------------	--	-------------------	--	--------------------------	--

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

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

Single Transaction		Business Relationship	
--------------------	--	-----------------------	--

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

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

Yes		No	
-----	--	----	--

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

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

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

14. What are the full names of the trustees?

15. Who are the named beneficiaries of the Trust?

Initial: 

Agent's professional fee annexure to offer to purchase

Development: Clover Woodlands

Property or unit description: _____

Seller/developer: NDATENDA LAND CONSTRUCTION PROPRIETARY LIMITED Registration Number 2014/166627/07

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: Unit Clover Woodlands

Seller: NDATENDA LAND CONSTRUCTION PROPRIETARY LIMITED Registration Number 2014/166627/07

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 be 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: _____

