f van wyk .inc

attorneys • notaries • conveyancers

OFFER TO PURCHASE

MADE AND ENTERED INTO by and between

FULL NAMES: **KAAN DEVELOPMENT NR 2**

REGISTRATION NUMBER: **CK 2005/035232/23**
C/O F Van Wyk Inc, 105 Club Avenue, Waterkloof Heights, 0181, Pretoria

E-mail:

(Hereinafter referred to as "**the Seller")**

AND

FULL NAMES:_____

IDENTITY NUMBER: _____
MARITAL STATUS:UNMARRIED / MARRIED OUT OF COMMUNITY OF PROPERTY/ MARRIED IN COMMUNITY OF PROPERTY TO:

SPOUSE FULL NAMES_____
IDENTITY NUMBER:_____

RESIDENTIAL ADDRESS:_____

_____

CELL NUMBER:_____WORK NUMBER:_____

EMAIL..ADRESS:_____

POSTAL ADDRESS:_____CODE:_____

CELL NUMBER:_____WORK NUMBER:_____

EMAIL ADDRESS: _____

(Hereinafter referred to as "**the Purchaser**(**s**)")

WHEREAS:

The Purchaser hereby irrevocably offers to purchase from the Seller:

ERF _____situated AT_____

MEASURING:_____Square Metres

(hereinafter called "**the Property**")

upon the following terms and conditions, namely: -

1.

FINANCIAL DETAILS OF OFFER

The financing and payment of the Purchase Price by the Purchaser, is summarized as follow:

1.1	Purchase Price	R
1.2	Deposit	R
1.3	Balance of Purchase Price	R
1.4	Loan to be granted	R

2.

PURCHASE PRICE:

The purchase price is detailed in clause 1.1 above.

3.

PAYMENT OF PURCHASE PRICE:

DEPOSIT

The Purchaser will pay the deposit as specified in clause 1.2 above **within 14 calendar days from the date upon which it has been called upon in writing** by the Conveyancers to make such payment. The Conveyancers will keep the deposit as a portion of the Purchase Price payable by the Purchaser, in trust pending registration of transfer of the property into the name of the Purchaser.

PAYMENT OF BALANCE OF PURCHASE PRICE

The payment of the balance of the purchase price as specified in clause 1.3 above, shall be secured by the Purchaser by delivery of an approved bank guarantee to the Seller **within 14 calendar days from the date upon which the Purchaser has been called upon in writing** by the Conveyancers to deliver such guarantee and which guarantee must further be payable against registration of transfer of the property into the name of the Purchaser.

4.

RATES AND TAXES

The Purchaser shall be liable for all rates and taxes whatsoever levied upon the property by the Government or local municipality of any other competent authority as from the date of transfer and shall refund to the Seller any rates and taxes paid in advance for any period after such date.

5.

DOMICILIUM CITANDI ET EXECUTANDI AND JURISDICTION

All written notices posted in a prepaid registered cover addressed to the Purchaser at his/her address as set out in the heading of this agreement and shall be deemed to have been duly delivered to the Purchaser 4 (four) calendar days after the day on which such notice was delivered, and the Purchaser also chooses the said address as his *domicilium citandi et executandi* for all purposes arising directly or indirectly out of this agreement. In the event of the a notice being sent to the Purcharser by way of e-mail, it shall be deemed to have been duly delivered to the Purchaser 4 (four) calendar days from the day on which the e-mail was sent. The Purchaser may from time to time, by written notice addressed to the Seller at the above address, alternatively the above e-mail address, notify the Seller of another address substituted by die Purchaser for the abovementioned.

6.

DEFAULT BY PURCHASER

Should the Purchaser fail to comply with any of the terms and conditions hereof and remain in default for a period of 14 (fourteen) calendar days after dispatch of a written notice requiring such default be remedied, the Seller shall be entitled to:

(i) Proceed with legal process against the Purchaser in any Court of Law which has the necessary jurisdiction to adjudicate the matter, for the whole balance of the purchase price due at that time, together with *mora* interest and any other moneys which may be due at that time, alternatively to seek cancellation of the agreement and claim for any and all damages that may been suffered by the Seller as a result of such non-payment or breach;

(ii) Cancel this agreement without the Purchaser being entitled to any legal recourse in any Court of Law, thereupon all moneys paid by the Purchaser under this agreement shall be forfeited to the Seller as the Seller's sole and exclusive property and shall be retained by the Seller as rouwkoop and/or by way of liquidated damages for breach of contract, it being hereby agreed that the money so retained shall be a reasonable, fair and just assessment of the damages sustained by the Seller.

(iii) Upon this agreement being cancelled, the Purchaser shall immediately forfeit any right and title in respect of the property and hereby agrees and binds himself/herself forthwith to give up his/her rights and title and vacate the property within 48 hours from receiving written notice to do so.

The remission of any installment, or grant of any concession, or condonation of any breach of any of the conditions hereof, or other act of relaxation, indulgence or grace on the part of the Seller shall not in any way operate as or be deemed to be a waiver by the Seller of any rights under this agreement or be construed as a novation thereof.

7.

POSSESSION

The Purchaser shall take possession and assume control of the property on date of registration of transfer, alternatively as agreed upon between the parties in writing. All risk, loss, and liability in respect of the property will pass to the Purchaser on date of registration, alternatively on the date as agreed upon between the parties in writing.

8.

TRANSFER AND COSTS

The PURCHASER shall be liable for and shall, within 14 (fourteen) calendar days of rendition of written accounts, pay all expenses in connection with the registration of transfer and bond including transfer, conveyancing fees, a proportionate share of survey fees (if any) and generally all costs incidental to transfer, which transfer shall be effected by the Purchaser's conveyancer, namely:

F VAN WYK INCORORATED
Delmondo Office Park
1st Floor, Sorrento Building

169 Garsfontein Road
Ashlea Gardens
Postnet Suite X66, Private Bag X4, Menlo Park, 0102
Tel: 012 346 8299
E-mail: info@vanwyklaw.co.za

9.

FINANCIAL INTELLIGENCE CENTRE ACT:

The Purchaser and Seller undertake to comply with the requirements of the FINANCIAL INTELLIGENCE CENTRE ACT No.38 of 2001, and more in particular to provide the necessary documents as required in terms of the said Act, when called upon to do so by the Conveyancer.

10.

INSPECTION OF PROPERTY

The Purchaser confirms that he/she inspected the property fully prior to signature of this document, having been given adequate opportunity to do so and the Purchaser is satisfied with the property in all aspects to the extend stated otherwise in this document.

11.

VOETSTOOTS

11.1 The property is sold voetstoots as it now lies and is sold and will be transferred subject to all the conditions and servitudes mentioned or referred to in the Seller's title deed, and especially subject to the conditions for township establishment as laid down by the relevant local authority and the General Plan of the township.

11.2 Should the property have been erroneously described in this agreement then the correct description of the property shall be the description for the purposes of this agreement, which shall be deemed to have been amended accordingly.

11.3 The Seller shall not gain by any excess, nor shall the Seller be responsible for any diminution in the area of the property that might be revealed through any re-survey of the property.

12.

BOUNDARY PEGS

The Seller shall not be responsible for pointing out or indicating the position of any surveyors' beacons or pegs in respect of the property and/or the boundaries thereof, nor

shall the Seller be liable for costs of locating same.

13.

ACCEPTANCE OF OFFER TO PURCHASE

13.1 The Purchaser hereby irrevocably offers to purchase the Property from the Seller and will this Offer be open for acceptance by the Seller **until 10 calendar days after date of proclamation** in the provincial gazette by the local authority concerned, declaring the township wherein the Property, an approved township.

13.2 On the signature by the Seller or his agent of this Offer to Purchase a valid contract of purchase and sale in terms hereof shall immediately come into full force and effect between the parties and it shall not be necessary for the Seller to communicate the fact of his acceptance to the Purchaser. The Purchaser will however at his request, be furnished with a copy of the signed agreement.

14.

WHOLE CONTRACT

This Agreement constitutes the whole of the contract between the Seller and the Purchaser and no stipulations, warranties or representations or conditions not recorded herein shall be binding on the Seller unless reduced in writing and signed by the parties hereto.

15.

SUSPENSIVE CONDITION

15.1 This agreement is subject to the Purchaser being able to obtain a loan as specified in clause 1.4 of this Offer within 45 (FORTY-FIVE) calendar days from the date hereof, failing to do so the Seller may cancel this agreement.

15.2 This agreement is further subject to the conclusion of a building contract between the Purchaser and a building contractor approved by the Seller, which building contract must be concluded prior to the date of acceptance by the Seller as specified in clause 13 above.

16.

CANCELLATION OF AGREEMENT

16.1 Should the purchaser cancel this agreement and/or the mortgage loan applied for herein and not proceed with the transaction and fail to inform (in writing) the Developer/Seller and the transferring attorney herein within 7 (Seven) calendar

days after the loan has been granted, the purchaser shall be liable for payment of a cancellation fee in the amount equal to 7% of the purchase price. The Purchaser agrees and irrevocably undertake that such amount may be deducted from any deposit amount received and be regarded as liquidated damages suffered by the Seller.

THUS DONE AND SIGNED by the PURCHASER at PRETORIA on the ___ day of _____

AS WITNESSES:

1. _____ _____
PURCHASER)

2. _____

THUS DONE AND SIGNED by the SELLER at PRETORIA on the ___ day of _____

AS WITNESSES:

1. _____ _____
SELLER

2. _____

Building Contract

Entered into by and between

Kaan Development NR 2 "**The Contractor**" NHBRC number 3000152086
Of: 55 Nicolson Street
Bailey's Muckleneuk
Pretoria
0181

AND

FULL NAMES: _____

IDENTITY NUMBER: _____

MARITAL STATUS: _____
Unmarried/Married in OR out of community of property/Traditional

OF ADDRESS: _____

_____

Cell:_____ Work: _____

Email: _____

SPOUSE FULL NAMES: _____

IDENTITY NUMBER: _____

OF ADDRESS: _____

_____

Cell:_____ Work: _____

Email: _____

Hereinafter referred to as "**THE PURCHASER**"

Whereas:

A. The (Customer):
   1. Has purchased / is the registered owner of the following property, namely:

Initial: _____

Erf : _____

Measuring : _____

Situated at : _____EXT_____
(hereinafter referred to as "the Property")

2. Is about to obtain a loan of R_____
3. (_____)
from a mortgage bond (hereinafter referred to as **"the Mortgage Bond**") over the Property to finance the erection of a dwelling thereon.

B. The Contractor has agreed with the Customer to erect the residential dwelling and ancillary work (hereinafter referred to as "the Works" which expression shall include any remedial work to be carried out in terms of 13) on the terms and conditions set out hereunder.

C. The Contractor and Customer acknowledge the Housing Protection Measures Act (95 of 1998, as amended in November 2007) providing for the protection of housing consumers and to provide for the establishment of the National Home Builders registration Council.

Specifically, that a Contractor shall not commence the construction of a home unless-

(a) the Contractor has submitted the prescribed documents, information and fee to the Council in the prescribed manner;

(b) the Council has accepted the submission contemplated in paragraph (a) and has entered it in the records of the Council; and

(c) the Council has issued a certificate of proof of enrolment in the prescribed form and manner to the Contractor, and the Contractor has provided the Customer with a copy of the certificate.

Now therefore it is agreed

1. The Dwelling

The Contractor shall carry out and complete the Works on the Property in accordance with:

1.1. the Schedule of finishes contained in Annexure "B" hereto; and

1.2. the specification contained in Annexure "C" hereto, and

1.3. the plans and working drawings, which are to be prepared by an architect or designer, acceptable to the Customer or the Bank and which are to be approved by the responsible local authority (hereinafter referred to as "the Plans"), and

1.4. this agreement

and shall supply all labour and materials and provide all plant, equipment and everything necessary referred to as ("the Contractor Sum") which shall be paid by the Customer or the Bank on his behalf to the Contractor at the times and in the manner set out hereunder.

2. The Price

The Contract price is the amount of R_____
(_____)
hereinafter referred to as ("**the Contract Sum**") which shall be paid by the Customer or the Bank on his behalf to the Contractor at the times and in the manner set out hereunder.

3. Entirety of Agreement

Initial: _____

This contract supersedes all previous agreements and negotiations between the Parties relating to the Works and is the entire agreement between them. No variation, alteration, modification or suspension of any of the terms and conditions hereof, save as otherwise provided, shall be of any force or effect unless and until the same shall have been reduced in writing and signed by both Parties.

4. Plans, Specifications and Schedule of Finishes

4.1. The Contractor shall be entitled, so far as this may be necessary, to engage an architect / designer on behalf of the Customer to prepare any plans and drawings and for such purpose the architect / designer shall be the agent of the Customer.

4.2. On completion of such plans and any working drawing to the satisfaction of the Customer, or acceptance by the Customer of existing plans, the Customer shall sign the same and such plans and working drawings shall then be deemed to supersede any sketch plans that may have been prepared.

4.3. After the Bank has granted the Customer the loan referred to in Paragraph A (2) of the Preamble hereto, the Contractor shall on behalf of the Customer submit such plans, working drawings, specifications and other documents as may be necessary to

4.3.1. the local authority for its approval

4.3.2. The Bank and any other body having any material interest therein, for approval.

4.4. The Plans, specification and schedule of finishes as approved by the local authority, and by the Bank, shall be deemed to be the Plans, specification and schedule of finishes, selected and approved by the Customer for the purpose of this contract. The onus shall be on the Customer to satisfy himself that all his requirements are included in the Plans, specification and schedule of finishes before signing same.

4.5. No variations, extras or omissions shall vitiate this agreement. The costs of, the method of payment for, any extras, and valuation of any omissions and variations shall first be agreed between the Parties and thereafter shall be recorded and signed for identification purposes, or alternatively, be confirmed in writing in the form of a letter, variation order or invoice by the Contractor and Customer, setting out the relevant extras, omissions or variations, as the case may be.

4.6. All materials included in the specification and schedule of finishes are subject to their availability and in the event of any material not being readily available, the Contractor shall be entitled to use the nearest similar material available, with the prior written consent of the Customer and the Bank first being had and obtained.

4.7. The Contractor shall upon request by the Customer or the Bank furnish them with vouchers to prove the materials comply with the approved specification and/or schedule of finishes shall be taken as correct.

4.8. Where the specification and/or schedule of finishes are in conflict with the Plans, the information recorded in the specification and/or schedule of finishes shall be taken as correct.

5. Notices of Feed

5.1. The Contractor shall comply with and give all notices required by law or regulation, or by-law to the local and/or other proper authority in connection with the execution of the Works.

5.2. All fees and charges for approval of the documents submitted to the authorities shall be paid by the Customer or as agreed to between the Contractor and Customer.

6. Possession of the Property

Possession of the Property shall only be given to the Contractor on registration of the Mortgage Bond and at such time as construction by the Contractor shall commence.

7. Ground Conditions

The Customer hereby authorises the Contractor, if the latter deems it necessary, or is required to do so by the local authority, the Bank or by any other person having a material interest herein, to carry out

Initial: _____

ground testing, dig test pits, carry out chemical or other analyses of the ground and obtain an engineer's or other reports regarding the ground on the Property, and if necessary recommendations as to what precautions should be taken offset the effect of any adverse ground conditions. Should these tests reveal adverse ground conditions, then the Customer authorises the Contractor

7.1. in the event of unpickable ground conditions, to employ such means as it may deem necessary to make the appropriate excavations;

7.2. in the event of all other adverse ground conditions to take such precautions as are recommended in the engineer's report referred to the above.

8. Site Services

It is recorded that the Contract Sum is on the basis that waterborne sewerage, water and electrical connections area available at the boundary of the Property. In the event of any of the aforesaid services still having to be provided, the charges of providing or linking up with such services to the boundary shall be for the account of the Customer.

9. Setting Out the Works

9.1. The Contractor shall be responsible for the correct setting out of the Works and shall at its own cost amend any errors arising from any incorrect setting out.

9.2. The Customer shall notify the Contractor, prior to the commencement of the excavations, of any conditions contained in his title to the Property or of any agreement or undertaking given by him, which may directly or indirectly affect the siting of the Works.

9.3. In the event of the Contractor being unable to locate the boundary pegs or beacons of the Property, it shall be entitled to engage a land surveyor to locate the same and the land surveyor shall, for such purpose, be the agent of the Customer, who shall be responsible for the land surveyor's fees and disbursements.

10. Execution of the Works

10.1. Subject to any agreed variations, the quality and quantity of the Works shall be that which is shown on the Plans, specification and schedule of finishes.

10.2. The Contractor shall commence building operations immediately on being given possession of the Property.

10.3. The Contractor shall at all times during normal working hours have a competent foreman or other authorised representative on the Property, and any instruction, notice or communication given to him shall be deemed to be given to the Contractor.

10.4. The Customer, the Bank or their agents shall at all times have access to the Works.

10.5. No sub-contractor may be appointed or material or labours provided by the Customer, or the Bank save in respect of any prime cost items, and otherwise with the written consent of the Contractor in each and every instance, which consent, shall not be unreasonably withheld.

10.6. Whenever the Customer or the Bank is entitled or required in terms of 10.5 to appoint any sub-Contractor or to obtain or supply any labour and/or materials, then, and in any such case, the Customer or the Bank shall do so within the time reasonably stipulated by the Contractor. Any delay occasioned in this regard, which results in additional expense to the Contractor in the completion of the Works, shall be for the account of the Customer.

10.7. Notwithstanding that the Customer or the Bank shall have nominated a sub-contractor, the Contractor shall be responsible to ensure the adequacy and sufficiency of the work to be carried out by such sub-contractor

10.8. The Customer shall not install in the dwelling or on the Property at his own expense any item which has not been included in the Contract Sum, plans and specifications approved by the Bank or variations thereto, without the written consent of the Bank and only once such written consent has been obtained,

Initial: _____

such installation may be incorporated in the course of the Works, and the Contractor shall provide all reasonable facilities therefore.

10.9. All roof tiles or slates, wall and floor tiles, coloured sanitaryware, carpets, face bricks and overburnt bricks, where applicable shall be supplied as requested by the Customer . Should the Contractor be advised that the selected materials are not available, the Customer shall, if requested by the Contractor, forthwith choose alternative thereto and any additional costs arising as a result of the choosing of alternative materials shall be deemed an approved variation and dealt with as provided in Clause 4.5 above.

11. Financial

11.1. As this contract is conditional upon the Customer obtaining the loan referred to in Paragraph A (2) of the Preamble hereto the Contractor may, at its sole discretion, provide collateral security or appropriate guarantees to the Bank to enable the Customer to obtain the loan.

11.2. If the loan or other finance required by the Customer to enable him to carry out this contract is obtained but for any reason attributable to the Customers is subsequently withdrawn, then, without detracting from the Contractor's rights, it shall be entitled to regard such action as cancellation by the Customer, unless the Customer shall have made other arrangements for financing the cost of the Works.

11.3. The Customer hereby nominates and appoints the Contractor as his agent to receive, on his behalf, interim draws from the Bank (as and when they may become payable in terms of the Mortgage Bond) upon receipt by the Bank of the necessary forms signed by the Customer authorizing such draws.

11.4. Should the Customer without good cause prevent the Contractor from receiving a draw from the Bank when it is lawfully due, the Contractor, without prejudice to any other rights which it may have in terms of the agreement, or in law shall be entitled forthwith to require the Customer to make immediate payment of the sum then due. Should the Customer fail to make such payment, the Contractor shall be entitled to suspend all building operations on the Works and to charge the Customer for all costs incurred, directly or indirectly, as a result of such suspension, without prejudice to any other rights as the Contractor may then have in terms of this agreement or in law.

11.5. All payments shall:

11.5.1. be made in accordance with the Bank's standard draw program which shall provide for a discretionary % retention deduction ("the retention fund'), as calculated and determined by the Bank.

11.5.2. the balance of the discretionary % retained as the retention fund shall be paid on expiration of the maintenance period referred to in 13.1 and subject to the Contractor having made good any defects as therein provided

11.6. No Certificate issued or payments made in respect of work done and materials supplied shall constitute an acceptance by the Customer of the adequacy or sufficiency thereof.

11.7. The Contractor shall not be entitled to cede or assign its rights to any payments without the prior written consent of the Customer and the Bank.

12. Completion

12.1. The Works shall be completed within six months from the date on which the Contractor is given possession of the property with full completion of the contract not being later than 12 months from the date of registration of the bond – unless an extension period has been approved by the Bank under special circumstances.

12.2. If the completion of the Works is delayed by reason of any act of God, viz major civil commotion, strikes, or other cause beyond the control of the Contractor, or which he could not have foreseen, and the Contractor applies in writing to the Customer for a reasonable extension of time, the Customer, with the approval of the Bank may allow a fair and reasonable extension of time for the completion of the Works.

12.3. The works shall be deemed to have been completed on the date (hereinafter referred to as "the Completion Date") stated in a certificate by the Bank or an architect or designer appointed by the Bank, that there has been practical completion of the Works, subject to completion of any outstanding minor

Initial: _____

works which may be listed in such certificate, and subject to the Contractor's obligations in terms of Clause 13.

12.4. On completion of the Works, as contemplated in 12.3 the Contractor shall remove all surplus materials, earth, rubble and temporary works and restore the site to a clean and tidy condition.

13. Defects

13.1. The Contractor shall at its own cost

13.1.1. Make good any defects in the workmanship and materials which may have manifested themselves during a period of three months from the Completion Date and any damage to the Works resulting from the materials or workmanship not being in accordance with this contract;

13.1.2. Carry out such repairs and/or to make such replacement as may be necessary to eliminate roof leakages which may have manifested themselves during a period of twelve months from the Completion Date and ensure that rain water is properly discharged from the roof and diverted away from the buildings; and

13.1.3. Carry out such works and repairs as may be necessary to rectify any material structural failure of foundations, brickwork and structural timbers, which may have manifested themselves during a period of five years from Completion Date which undertaking may not be ceded or transferred by the Customer;

13.1.4. The Contractor shall forthwith upon receipt of written notice of the defect commence the work required to be performed to remedy the defect and shall complete the same within a reasonable period.

13.1.5. The Contractor shall be absolved and relieved from the obligations in terms of 13.1 if the Customer fails to give the Contractor notice, in writing by registered post, within twenty one days of the expiry of any of the said periods of three months, twelve months or five years, as the case may be. Provided nothing in this Clause 13 shall be construed to restrict or eliminate in any way the Contractor's liability for any defects or insufficiencies in the works or materials which a reasonable examination would not have disclosed.

13.2. The Contractor's liability in terms of 13.1 shall include only damage sustained by the Customer under conditions of normal use and service and shall not include damage or loss caused by wear and tear, misuse, neglect, negligence, abuse or accident or for any consequential loss or damage.

13.3. A certificate by an architect or designer appointed by the parties that any item for which the Contractor is liable, in terms of 13.1 has been made good, shall be final and binding on both parties and shall absolve, and relieve the Contractor from any further obligations in respect of such defect.

14. Indemnity

14.1. The Contractor shall and hereby does indemnify the Customer against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the Works unless due to any act or omission of the Customer or his servants or agents for whom he is vicariously liable.

14.2. The Contractor shall and hereby does indemnify the Customer against any liability, loss or claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the Works and due to any act or omission of the Contractor, his agents or the subcontractors: provided always that the term "property" for the purposes of this sub-clause shall exclude the Works, any temporary works and the materials and goods intended for incorporation therein.

15. Insurance

Initial: _____

15.1. The Contractor shall insure and remain insured for the Contractor's risk in respect of common law liability and public liability from the time it is given possession of the site until the Works have been completed as contemplated in 13.2. The public liability and common law liability policies shall contain clauses indemnifying the Customer against risk arising out of the execution of the contract and the policy document/s will be made available by the Contractor to the Customer and/or Bank on demand for inspection and verification purposes. The provisions of this clause shall not in any way limit the liabilities assumed by the Contractor or the indemnity given by him in Clause 14.

15.2. The Works and the material and goods intended for incorporation in the Works and place on or adjacent to the site shall be at the risk of the Contractor for all risks of loss or damage howsoever caused, and the Contractor shall insure the Works until the completion thereof against risk of or loss or damage by fire, lightning, explosion, standard special perils, riot, strike, civil commotion, political riot and earthquake or such other risks as the Bank may require in an amount sufficient to cover the repair or replacement thereof.

15.3. From the date on which the final draw is made in terms of the Bank's standard draw program referred to in 11.5.1 the Works shall be an d remain at the sole risk of the Customer, who shall insure the same from such date and shall have the interest of the Bank at mortgagee noted on such policy of insurance.

16. Breach of Contract

16.1. In the event that the Customer commits, or suffers to be committed, a breach of any of the terms of this contract, and fails to remedy such breach within seven days of receipt of written notice from the Contractor calling upon him so to do, then the Contractor shall be entitled to suspend its operations under this contract until the breach has been remedied, or to terminate this contract without prejudice to any other rights which it may have by reason of the Customer's default.

16.2. If the Contractor shall make default in any of the following aspects:

16.2.1. without reasonable cause wholly suspends the Works before completion;

16.2.2. fails to proceed with the execution of the Works with reasonable diligence;

16.2.3. refuses or persistently neglects after notice in writing from the Customer or the Bank, to remove defective work or improper materials;

16.2.4. fails to pay any sub-contractor in seven days of receipt of payment by the Contractor for the value of any work done or materials supplied by the sub-contractor which has been included in the payment made to the Contractor,

and if such default continues for seven days after receipt of written notice to remedy its default, the Customer, may, without prejudice to any other rights he may thereupon by written notice, terminate the employment of the Contractor under this contract.

16.3. If the Contractor's estate is sequestrated as insolvent, or if, being a company, it is placed in voluntary or compulsory liquidation, or under judicial management, the Customer may, without prejudice to any rights herein contained, by written notice terminate the employment of the Contractor under this contract.

16.4. In either of 16.2 or 16.3 happening,

16.4.1. The Customer may employ and pay a alternate/ substitute Contractor or other person or persons to carry out and complete the Works, and he or they may enter upon the site and sue all materials, temporary buildings, plant and appliances thereon of the Contractor, for the aforesaid purposes.

16.4.2. The Contractor shall, if so required by the Customer assign to the Customer without further payment the benefit of any contract for the supply of materials and/or works intended for use under this contract or for the execution of any works, and the Customer shall pay the agreed price, if unpaid for such materials or for works supplied or executed after the said determination.

16.4.3. The Contractor shall during the execution or after completion of the Works under this clause, as and when required so to do, remove from the site the temporary buildings, plant, appliances and any surplus materials, within a reasonable time, and in default the Customer may, without being responsible for any loss or damage, remove and sell the same, holding the proceeds, less all costs incurred and damages sustained, for the credit of the Contractor.

Initial: _____

16.4.4. Until completion of the Works under this clause, no payment shall be made to the Contractor; provided that on completion as aforesaid and verification of the costs thereof and any resultant loss or damage suffered by the Customer, if the aggregate amount of such costs and loss and the total amount paid to the Contractor before such determination exceeds the Contract Sum, the difference shall be payable by the Contractor to the Customer if the aggregate is less than the Contract Sum, then the difference shall be payable to the Contractor after the expiration of the maintenance period referred to in 13.1.1 and all necessary remedial work shall have been carried out

16.4.5. The Purchaser(s) irrevocably warrant and undertake to sign all documents and do all things necessary to affect the proposed transfer and/or bond registration and in particular to accept the bond grant as and when approved by the financial institution/bank upon receipt of same as it is the express intention of the Purchaser(s) to continue with the transaction. In this regard the Purchaser(s) acknowledges that he/she/they are bound by this clause and in the event that he/she/they should refuse to accept the bond grant by the financial institution/bank, that the purchaser(s) shall be responsible for payment of a cancellation fee of 7,5% (Seven Comma Five Percent) of the Purchase Price to the Seller as part of wasted cost incurred for work done and specifically the mortgage bond origination process.

17. Waiver of Lien

17.1 The Contractor hereby waives any lien or right of retention it might otherwise have in respect of any matter or thing arising under the contract.

17.2 The Contractor shall procure from any sub-contractor carrying out any portion of the Works or supplying any plant or materials a similar waiver of lien before such sub-contractor enters upon the site.

18. Contract Conditional

The contract is conditional upon the Customer obtaining the loan referred to in Paragraph A (2) of the Preamble hereto, and should such loan not be granted within fourteen days from the last date of signature of this contract, or such longer period as the parties may in writing agree, this contract shall lapse and be of no force or effect, and neither party shall have any claim against the other.

19. Domicilia

19.1 The parties hereby choose domicilium citandi et executandi for all purposes under this agreement at the addresses respectively set forth after each of their respective names in the heading of this contract.

19.2 Any party shall be entitled, by written notice sent by prepaid registered post to the other, to change its domicilium provided that the change shall become effective only even days after service of the notice in question.

19.3 As from the date upon which the Customer takes occupation of the Works the Customer's domicilium citandi et executandi shall be deemed to be at the address of the Works.

20. Notices

Unless otherwise provided herein, and without detracting from the provisions of 10.3 any notice which the Contractor or the Customer may require to give the other shall be reduced in writing and addressed to the other party at its domicilium aforesaid and either sent by post or delivered by hand.

21. General

21.1 This Agreement constitutes the entire agreement between the Contractor and the Customer in relation to its subject matter and supersedes all proposals, oral and written, between the Parties on this subject.

21.2 No Party will have any claim or right of action arising from any undertaking or representation not included in this Agreement.

21.3 No failure by a Party to enforce any provision of this Agreement will constitute a waiver of such provision or affect in any way a Party's right to require the performance of such provision at any time in the future, nor will a waiver of a subsequent breach nullify the effectiveness of the provision itself.

Initial: _____

21. No agreement to vary, add to or cancel this Agreement or any part thereof, including this clause, will be of any force and effect unless reduced to writing and signed by the Parties to this Agreement.

21.5 Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

21.6 Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect, notwithstanding that the clause itself does not provide for such survival.

21.7 If any dispute or difference shall arise between the Consumer and the Contractor, during the progress and before completion of the Works or after the termination of the employment of the Contractor under this contract, abandonment or breach of the contract, as to the construction of the contract, or as to any matter or this arising there under, or as to the withholding by the Bank of any draw to which the Contractor may claim to be entitled, then the parties will jointly appoint an architect, civil engineer, quantity surveyor or any other professional person involved in the Building Industry to determine such dispute or difference ("Arbitrator") by a written decision given to the Contractor. The said decision shall be final and binding on the parties, unless the Contractor or the Customer within fourteen days of the receipt thereof by written notice to the Arbitrator disputes the same in which case or in case the Arbitrator for fourteen days after a written request to him by the Customer or the Contractor fails to give a decision as aforesaid, such dispute or difference shall be referred to the arbitration and the final decision of an Arbitrator selected by the President-in-Chief for the time being of the Institute of South Africa Architects, and the award of such Arbitrator shall be final and binding on the parties.

21.8 The Arbitrator shall have power to disclose, review and revise any certificate, opinion, decision, requisition or notice, and to determine all matters in dispute which shall be submitted to him, and of which notice shall have given as aforesaid, in the same manner as if no such certificate, opinion, decision, requisition or notice had been given, upon every or any such reference, the costs of and incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount thereof, or direct the same to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and to whom and in what manner the same shall be borne and paid.

The Customer and the Contractor may refer any dispute related to the structure of the Work to the NHBRC for mediation.

21.9 Once the stand alone registers on the BUYER'S name, the BUYER is responsible for the rates and taxes on the specific stand even if the house is not completed.

Signed at PRETORIA on the day of _____2024

As Witnesses

1. _____ _____
Signature **for the Contractor**

_____ _____
Name in block letters Name in block letters

2. _____
Signature

_____
Name in block letters

Signed at PRETORIA on the day of _____2024

Initial: _____

As Witnesses

1. _____ _____
Signature **for the Customer**

_____ _____
Name in block letters Name in block letters

2. _____ _____

Signature **for the Customer**

_____ _____

Name in block letters Name in block letter

Initial: _____

Builder name: Kaan Development NR 2



Builder address: 55 Nicolson Street
Bailey's Muckleneuk
Pretoria
0181

Builder contact number: 012-460-5211

Builder registration number: CK 2005/035232/23

Tender: Date: _____

Client1: _____

ID Number: _____

Client 2: _____

ID Number: _____

Property: _____

LandPrice_____

House Size: _____

Ground floor: _____

First Floor: _____

Garage: _____

Total SQM: _____

Construction of House inclusive of:

Groundworks and Steel reinforced foundations

Concrete steel reinforced floor with waterproofing as per engineer design and specifications for **H1/S1 Soil Classification**

_____sqm Concrete slab (1st floor) and staircase as per plan designed by engineer.

Plans:

Initial_____

Drawing of plans

Drawing of Electricity Efficiency Plans as per local authority.

Submission of Homeowners for approval

Submission to City of Tshwane for approval

Site Establishment:

Inclusive of site toilet and shed.

Builders Water and Electricity

Plaster:

Exterior: Rough Cast

Interior: Rough Cast

Plaster of ground floor ceiling (slab)

Doors Exterior:

Meranti doors (815)

Wooden door frames for front door and kitchen door

815 Hollow Core door with chrome plated handles at scullery if applicable

1 x 1800 X 2140 Aluminium sliding door in living room.

Doors Interior:

Steel interior door frames fitted with London Hollow Core doors – painted white.

Meranti fire door fitted with standard steel door frame at garage with chrome plated handles.

Aluminium window frames and sliding door as follows:

Aluminium window frames fitted with glass – Colour clear and obscure glass in bathrooms 4mm.

No Burglar bars

Garage doors:

Croma deck roll-up door

Roof:

Roof trusses manufactured and fitted to specifications covered with concrete roof Tiles

Seamless gutters fitted.

Initial_____



Bathrooms – Sanitary Ware & Taps:

Fully equipped with white sanitary ware including 1700 baths and toilets as per plan

Single pedestal basins

900/900 shower doors if applicable

Plumbing & Taps as per budget:

Sink mixer wall mount in kitchen.

Basin taps at hand basins in bathrooms.

Hot/Cold under tile stop taps in showers.

All plumbing done to specifications.

1 X 150 Lt solar geyser

Budget Sanitary ware and Taps

Toilets with toilet seats

Pedestal hand basins

1700 bath

1 x sink mixer

2 x bath taps

2 x shower taps

Shower spout and arm

Shower doors

Steelworks:

Standard balustrades at staircase and balcony (No glass)

Ceilings:

Ceilings with H-Strip and decorative cornices

Where concrete surface is used as ceilings surface will be plastered and painted white with cornices fitted at all these areas

Standard ceilings in garage with standard Cornish

Light fittings:

Initial_____



All light fittings & lights included.

Electricity:

Installed as per specifications.

Electrical plugs standard

Plaster & Paint:

Exterior: Paint

Interior: Paint

Client to choose paint from our colours provided.

Finishes:

Flooring:

Floor tiles installed at all areas.

Garage floor smooth cement screed finish and no tiles

Budget floor tiles R130

Budget for supply of material

Wall tiles:

Wall tiles installed in bathrooms and kitchen.

Tiling done 1.2 m from floor.

Budget wall tiles R130 per sqm

Borders finish in bathrooms

An additional R45 per sqm will be charged for the fit of porcelain tiles and R80 per sqm for the porcelain tiles.

Tile skirtings standard 120mm at all floors excluding garage.

Kitchen cupboards:

Included in tender.

Build-in cupboards:

Optional Extra

Stove:

Initial_____

Included electrical oven & hop with extractor fan.

Total Construction Cost:

Fix Cost:

Engineering Fee:

NHBRC Enrolment Fee

Total (Inclusive NHBRC & Engineering Fees

BUILDER NAME: Karen de Beer

KAAN DEVELOPMENT NR 2

Client 1: _____

SIGNATURE: _____

Client2: _____

SIGNATURE: _____

DATE: _____

Initial_____



GENERAL PLAN

OF THE TOWNSHIP

HEATHERVIEW EXTENTION 79

COMPRISING 132 ERVEN NUMBERED 1113 TO 1244 AND ONE STREET

SITUATED ON

PORTION 924 OF THE FARM WITFONTEIN No.301-JR

VIDE DIAGRAM S.G.No. 188/2024

DEED OF TRANSFER No.

PROVINCE GAUTENG

Scale: 1 / 500

Surveyed by me in March and September 2023

T.F. Dreyer PLS-1053D
Professional Land Surveyor

S.G. No. 193/2024

APPROVED

for SURVEYOR GENERAL
Date: 23/02/2024

MAIN FIGURE					
SIDES METRES		ANGLES OF DIRECTION		CO-ORDINATES Y System: WG 29° X	
CONSTANTS:				0,00	+2 800 000,00
A B	135,16	259 02 40	A	+88 435,75	+40 738,54
B C	50,06	276 46 30	B	+88 303,06	+40 712,85
C D	321,16	5 46 30	C	+88 253,35	+40 718,76
D E	89,30	79 02 40	D	+88 291,24	+41 037,68
E F	26,30	167 51 00	E	+88 378,91	+41 054,65
F G	138,50	85 07 00	F	+88 384,43	+41 028,94
G H	46,68	102 31 30	G	+88 522,45	+41 040,73
H J	47,80	162 43 00	H	+88 568,02	+41 030,61
J K	178,27	259 02 30	J	+88 582,22	+40 984,97
K A	214,43	172 20 30	K	+88 407,20	+40 951,08

TRIGONOMETRICAL BEACONS & REFERENCE MARKS:

179	Witfontein	Δ	+85 580,71	+41 117,21
438	Lady Selbourne New	Δ	+88 677,24	+42 372,18
RM1		⊕	+88 446,27	+40 735,96
RM2		⊕	+88 239,75	+40 766,09

AREAS	
ERF	SQUARE METRES
1113	251
1114	237
1115	254
1116	251
1117	280
1118	282
1119	266
1120	266
1121	266
1122	266
1123	266
1124	266
1125	266
1126	266
1127	266
1128	266
1129	266
1130	266
1131	266
1132	296
1133	316
1134	253
1135	255
1136	255
1137	255
1138	252
1139	629
1140	285
1141	256
1142	651
1143	610
1144	250
1145	250
1146	572
1147	534
1148	250
1149	251
1150	536
1151	440
1152	445
1153	451
1154	920
1155	292
1156	282
1157	282
1158	282
1159	282
1160	282
1161	282
1162	282
1163	282
1164	282
1165	255
1166	325
1167	252
1168	252
1169	252
1170	252
1171	252
1172	252
1173	252
1174	252
1175	250
1176	250
1177	250
1178	250
1179	312
1180	403
1181	450
1182	389
1183	271
1184	271
1185	389
1186	389
1187	271
1188	271
1189	389
1190	389
1191	271
1192	425
1193	337
1194	404
1195	250
1196	250
1197	250
1198	250
1199	250
1200	424
1201	385
1202	250
1203	251
1204	251
1205	250
1206	250
1207	251
1208	251
1209	250
1210	250
1211	251
1212	250
1213	243
1214	241
1215	250
1216	250
1217	250
1218	250
1219	250
1220	250
1221	251
1222	251
1223	252
1224	251
1225	253
1226	251
1227	251
1228	252
1229	250
1230	250
1231	250
1232	255
1233	327
1234	250
1235	253
1236	251
1237	250
1238	251
1239	250
1240	1,5225 hectares
1241	1 458
1242	2 764
1243	438
1244	325

BLOCK CORNERS		
	CO-ORDINATES Y System: WG 29°	X
CONSTANTS:	0,00	+2 800 000,00
G1	+88 435,47	+40 749,65
G2	+88 302,98	+40 715,01
G3	+88 253,60	+40 720,87

LPI TOJR0106

INTERNAL BEACONS		
	CO-ORDINATES Y System: WG 29°	X
CONSTANTS:	0,00	+2 800 000,00
A2	+88 323,38	+40 718,96
A3	+88 314,00	+40 725,29
A4	+88 309,06	+40 750,82
A5	+88 313,81	+40 757,85
A6	+88 421,78	+40 776,75
A7	+88 420,71	+40 786,68
A8	+88 415,26	+40 785,94
A9	+88 408,51	+40 791,09
A10	+88 385,77	+40 960,34
A11	+88 390,92	+40 967,08
A12	+88 404,80	+40 968,95
A13	+88 557,11	+40 998,44
A14	+88 562,22	+40 995,38
A15	+88 566,41	+40 981,91
B1	+88 395,15	+40 792,93
B2	+88 390,06	+40 785,85
B3	+88 306,07	+40 760,59
B4	+88 299,06	+40 774,29
B5	+88 296,34	+40 788,08
B6	+88 298,11	+40 802,94
B7	+88 304,74	+40 816,08
B8	+88 364,72	+40 825,56
B9	+88 391,41	+40 820,75
C1	+88 368,08	+40 845,55
C2	+88 382,99	+40 838,46
C3	+88 314,55	+40 825,22
C4	+88 309,37	+40 830,03
C5	+88 312,91	+40 859,92
C6	+88 319,51	+40 866,92
C7	+88 377,65	+40 876,17
C8	+88 384,34	+40 873,37
D1	+88 381,01	+40 898,17
D2	+88 375,92	+40 891,08
D3	+88 321,12	+40 880,47
D4	+88 315,93	+40 885,29
D5	+88 319,65	+40 916,53
D6	+88 326,24	+40 923,63
D7	+88 370,40	+40 932,18
D8	+88 377,08	+40 927,37
E1	+88 373,75	+40 952,17
E2	+88 368,66	+40 945,08
E3	+88 327,85	+40 937,18
E4	+88 322,67	+40 942,00
E5	+88 328,41	+40 990,31
E6	+88 335,01	+40 987,41
E7	+88 360,95	+41 002,43
E8	+88 367,64	+40 997,63
F1	+88 572,95	+41 014,75
F2	+88 402,69	+40 981,78
F3	+88 369,19	+40 979,97
F4	+88 362,44	+40 985,11
F5	+88 378,71	+41 012,88
F6	+88 371,87	+41 017,79
F7	+88 323,06	+41 006,34
F8	+88 316,64	+41 001,44
F9	+88 294,92	+40 816,09
F10	+88 285,93	+40 810,62
F11	+88 283,19	+40 787,58
F12	+88 288,18	+40 762,28
F13	+88 285,50	+40 739,73
F14	+88 290,47	+40 736,64
F15	+88 288,82	+40 722,73
F16	+88 282,15	+40 717,48

DESCRIPTON OF BEACONS:

E .... Hole in Tar
RM1, RM2 .... Hole in Kerb
All others .... 12mm Iron peg

SERVITUDE NOTES:

1. Erven 1181, 1182, 1185, 1186, 1189, 1190, 1192, 1240, 1242 and 1243 are subject to a Stormwater Servitude, 3,00 metres wide, as indicated.
2. Erf 1165 is subject to a Stormwater Servitude, 3,00 metres wide as indicated..
3. The whole of Erf 1240 is subject to a Right-of-Way Servitude..
4. The whole of Erf 1240 is subject to a Servitude for Access and Municipal purposes..

HEATHERDALE AGRICULTURAL HOLDINGS

Third Avenue 2,13m

Third Avenue 20,00m

Stormwater Servitude

Servitude

Holding 67 HEATHERDALE AGRICULTURAL HOLDINGS

HEATHERVIEW EXTNSION 42

Remainder of Portion 277

Remainder of Portion 919 WITFONTEIN No.301-JR

Remainder of Portion 165

Portion 415 WITFONTEIN No.301-JR

Provincial Road 31,48m

HEATHERDALE AGRICULTURAL HOLDINGS

Provincial Road 31,48m

File to.TSP
Survey Records No. 152/2024
Compilation: JRSF-418
Deeds: Pretoria

H0865

Agent's professional fee annexure to offer to purchase

Development: _____

Property or unit description: _____

Seller/developer: _____

Purchaser: _____

Joint Purchaser: _____

Agent: _____

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

1. The purchase price of the sale of the property mentioned above includes the Agent's professional fee of 5% (Five Percent) Plus VAT.

2. Should the offer to purchase agreement be cancelled (at any time after all the suspensive conditions have been fulfilled) either:
   2.1. by the Purchaser/s; or
   2.2. by the Seller as a result of the Purchaser/s' breach of the agreement.
   then the Purchaser/s shall remain liable for the payment of the Agent's professional fee.

3. In the event of cancellation as per clause 2 above, the Agent's professional fee shall be payable:
   3.1. As a first charge against any deposit amount already received by the relevant conveyancer in their trust account, or
   3.2. If no deposit has been paid by the Purchaser/s, the Purchaser/s shall be requested to make payment directly to the Agent.

4. Should the Agent have to hand over the matter to its attorneys for the collection of the Agent's professional fee, the Purchaser/s will be liable for the costs thereof on an attorney and client scale.

5. The contact details of the Purchaser/s as contained in the offer to purchase will be used for the delivery of any communication, notices, or proceedings in terms of this Agent's professional fee addendum.

Date: _____ Place: _____

_____	_____	_____
PURCHASER	JOINT PURCHASER	WITNESS

Benefits of this annexure accepted on behalf of the agent:

Date: _____ Place: _____

_____

FOR AND ON BEHALF OF THE AGENT

Addendum to sales agreement

Consent in terms of the protection of Personal Information Act:

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

Property Description: _____

Seller: _____

Joint Seller: _____

(Full names & surname)

Purchaser: _____

Joint Purchaser: _____

(Full names & surname)

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

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

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

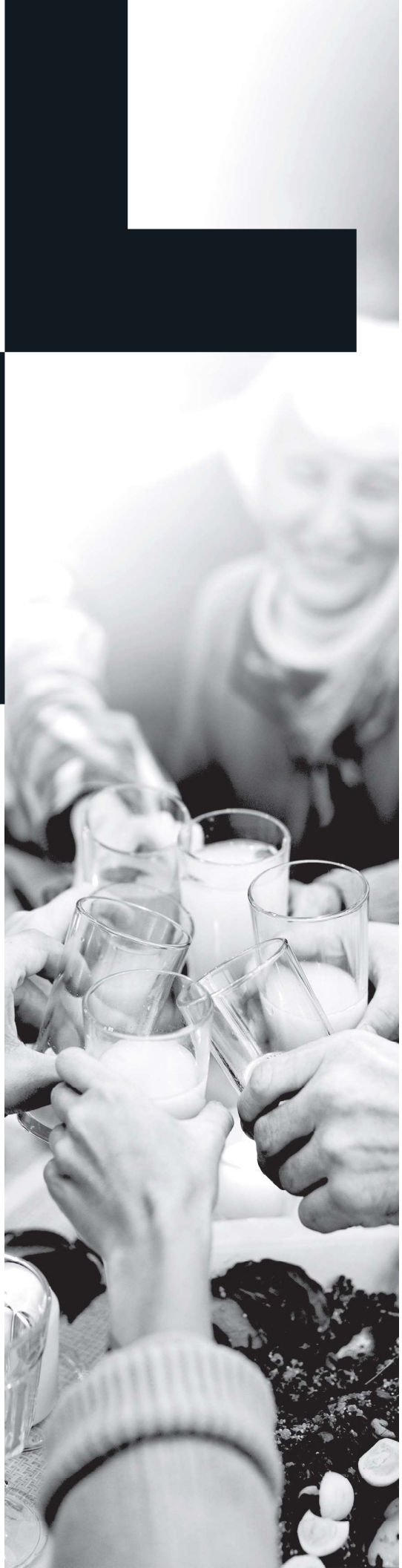
The Purchaser/s hereby also **consent** to the retaining of their personal information by PlusGroup for the purposes of future business and/or marketing.

_____	_____	_____
AS WITNESS	PURCHASER	JOINT PURCHASER

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

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

_____	_____	_____
AS WITNESS	SELLER	JOINT SELLER



FICA Client Pack

Purchaser / Tenant

+Group Properties www.plusgroup.co.za v1.0 20230308

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
☐	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: _____

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	

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	

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	

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: _____

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: _____

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 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: _____

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 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: _____