

GALPINI VILLAGE

DEED OF SALE

UNIT NO:	AGENT:	CONTACT NR:
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ENTERED INTO BY AND BETWEEN

FULL NAME & SURNAME: _____

CONTACT NR : (W) _____ (C) _____

: (W) _____ (C) _____

EMAIL ADDRESS : _____

: _____

PHYSICAL ADDRESS : _____

: _____

(Hereinafter referred to as the "Purchaser")

AND

NAME: **QUADRICOR INVESTMENT (PTY) LTD**

REG.NO. 2006/018719/07

ADDRESS: **248 JACK HINDON STREET, PRETORIA NORTH, 0182**

(Hereinafter referred to as the "Seller")

AND

NAME : **BIG ROCK CONSTRUCTION 12 CC**



REG.NO. 2010/035324/23

**herein represented by PIETER WILLEM HEIDEMAN
LEIBBRANDT**

(Hereinafter referred to as the "Building Contractor")

The Purchaser hereby purchases:

1. **PROPERTY**

UNIT NO: _____ TYPE: _____ IN EXTENT : ± _____ m²

GARDEN: ± _____ m²

SCHEME NAME: **GALPINI VILLAGE**

ERF NUMBER: **285 THERESAPARK EXT 1**

STREET ADDRESS: **28 IMPALA AVE, THERESAPARK X1**

together with all buildings and improvements thereon including all fixtures and fittings of a permanent nature and together with an undivided share in the common property **as appear from the plan/drawings and standard specifications attached hereto.**

2. **CONDITIONS OF PAYMENT**

PURCHASE PRICE : R _____ (_____
_____ **RAND**)

(VAT included) payable as follows :

2.1 Deposit in the amount of

R _____ (_____
_____ **RAND**) payable by the Purchaser within _____
(_____) days from signature by both parties.

2.2 In the case of a CASH PURCHASE of the property the BALANCE PURCHASE PRICE

R _____ (_____
_____ **RAND**)

must be paid to Spies Bester Potgieter Attorneys, Pretoria TEL: 012 342 2933, within
_____ (_____) days after signature of this agreement.

2.3 In the case where the BALANCE PURCHASE PRICE will be secured by a BOND
GUARANTEE in favour of the Seller or his nominee for the balance of R _____

(_____
_____ **RAND**),
payable free of bank commission in cash **on registration** at PRETORIA, must be delivered to
the Seller/nominee within 14 (Fourteen) days from date of approval of the bond.

2.4 All amounts payable to:

SBP Attorneys, Wouter, Pretoria TEL: (012) 342 2933 with bank details: **Account Name: Spies Bester Potgieter Attorneys Trust Account, Bank Name: Nadbank, Branch Code: 149745, Account No : 149 721 9426 Reference: GALPINI VILLAGE, Unit No _____, Email Proof of Payment to deeds@sbplaw.co.za**

Money paid by the Purchaser shall be invested in an interest bearing trust account, interest for the benefit of the Purchaser and the Conveyancer shall invest the deposit on receipt of the Purchaser's FICA documents and Authorization to Invest. The deposit and any other amounts will be paid to the Seller on date of registration of the property into the name of the Purchaser.

3. **BOND APPROVAL**

3.1 The offer is made subject to the condition that a loan/s secured by a mortgage bond/s with a total amount of R_____ (_____) or Lessor amount accepted by the Purchaser be granted to the Purchaser within **21 (Twenty One)** days from date of sale at the prevailing rate of interest and upon such conditions imposed by the Grantor/s.

3.2 The Purchaser agrees to only make use of _____ Bond Originator (Tel: no. _____) to apply for bond finance aforesaid and confirms that it will not apply for finance in any manner; whether by applying directly at a financial institution, through another agent or otherwise, as multiple bond finance application through multiple sources may result in cancellation by the relevant financial institution(s) of all applications. The Purchaser must furnish, sign and complete all documents as requested by the aforesaid originator within **7 (Seven) days** after signature of this agreement. Failure by the Purchaser to sign any loan application/s or any other documents necessary for the procuring of such loan or not to furnish information for purposes of the application, shall constitute a breach of this agreement.

3.3 This condition will be fulfilled on **issue by** the Financial Institution **of a quotation**, notwithstanding any **other** suspensive conditions to be met. Should the Purchaser not give his co-operation, by refusing to supply his personal information or, refusing to apply or accept a loan, the suspensive condition as set out in 3.1 will be deemed fulfilled.

4. **OCCUPATION**

4.1 Occupation will be given and taken up by the Purchaser on _____.

4.2 Should the date of occupation take place prior to date of registration of transfer of the property to the Purchaser, the Purchaser will be liable to pay occupational rent of R_____ (_____)

_____ **RAND)**
per month as from date of occupation to date of registration of transfer **(IF APPLICABLE)**.
The Purchaser shall be liable for his own electricity consumption as from date of occupation.



- 4.3 This rental is payable monthly on the **1st (FIRST) DAY** of each month and will be allocated proportionally to the Purchaser and Seller on date of registration.
- 4.4 The Purchaser may not take occupation prior to payment of the occupational rent and all suspensive conditions have been fulfilled.
- 4.5 The Purchaser shall vacate the property immediately on cancellation of the sale.
- 4.6 The Purchaser shall be responsible for payment of the monthly levy as from the date of Registration.
- 4.7 Water in addition to Municipal Water shall be delivered to the units in the scheme should the Management Rules of the Body corporate provides accordingly and a Delivery Agreement, to which the purchaser hereby consents, be finalized with the Body Corporate.

5. **DATE OF PAYMENT**

All benefits and risk in the property shall pass to the Purchaser on registration of transfer of the property into the name of the Purchaser from which date the Purchaser shall be liable inter alia for all rates, taxes and/or levies levied on the property. Any payments made as to rates, taxes and/or levies by the seller for any period subsequent to registration of transfer shall be refunded proportionately in accordance with the above to the seller.

6. **OMISSION BY PURCHASER**

If the Purchaser commits a breach of any of the terms of this agreement and fails to remedy same within 7 (Seven) days of written notice calling for same to be remedied, the Seller shall have the right without prejudice to any other rights which he legally may have, to cancel this agreement and retain any payments made as **agreed pre-estimated damage** or by way of any pending judgment by any court of the lawful damages suffered or to sue for specific performance with or without a claim for damages. In event of breach by the Purchaser, he will also be obliged to pay the agents commission referred to in Addendum B hereto.

7. **ACKNOWLEDGEMENT**

- 7.1 The Purchaser explicitly agrees to accept the property, subjected to generally accepted workmanship and specifically according to the plans, drawings and standard specifications proposed by completion.
- 7.2 The Purchaser regards the purchase price as fair and reasonable.
- 7.3 The Purchaser acknowledges that the seller and/or agent did not use undue influence or tactics in marketing the property and in inducing him/her to sign this document.
- 7.4 The Purchaser acknowledges that the agent only acts as representative of the seller and not as a supplier as described in the Consumer Protection Act.
- 7.5 The Purchaser was not introduced to the property by means of direct marketing.



7.6 The Purchaser understands this document and that the same has been explained to him/her.

8. **SPECIAL CONDITIONS**

After the Purchaser has taken occupation but prior to the Purchaser taking transfer; the following conditions are applicable:

8.1 The Purchaser shall not be entitled to make any alterations or additions to the Property.

The Purchaser shall be liable to keep the private spaces of the property in an appropriate and proper condition.

8.2 The Purchaser may not subdivide the property or be allowed to alienate or waive his right to occupation or any part thereof to any other party.

9. **ERRONEOUS PROPERTY DESCRIPTION**

If the property has been erroneously described herein, such error shall not be binding on the Seller but shall conform with the description as set out in the title deed and the parties agree to the rectification hereof to conform to their intention.

10. **TRANSFER OF THE PROPERTY**

10.1 Transfer of the Property shall be affected by the Seller's conveyancers, Spies Bester Potgieter Attorneys of, Pretoria, Tel: 012 342 2933, and all costs of transfer shall immediately be payable by the Seller on request of the Conveyancer.

10.2 The Bond registration shall also be attended to by WD Saayman Attorneys of Annlin, Pretoria, Tel: 0861 133 555. The Bond registration costs will be payable by the Seller on request of the Conveyancer - The Purchaser however shall be liable for payment of the Initiation Fees charged by the Financial Institution. Should the bond registration however be registered by another Attorney or signed with a correspondent, the Purchaser shall be liable for payment of bond and correspondent costs.

10.3 The Purchaser herewith undertakes to supply all required information and pay all necessary amounts needed to proceed with the transfer within 7 (Seven) days after he has been requested to do so by the conveyancers.

11. **DELAY OF TRANSFER**

Should there be any delay in transfer of the property, where the Purchaser is responsible for such delay, he shall be compelled to pay interest on the outstanding balance of the purchase price at a rate of 15.5 % (Fifteen and a Half) percent per annum for the period of the delay

12. **DOMICILIUM CITANDI ET EXECUTANDI**

For all purposes of this agreement the parties hereby choose as *domicilium citandi et executandi* (**permanent address**) their respective physical addresses/e-mail addresses as set out in this agreement. Any written notice will be deemed to be received by the addressee on the 5th day after same was despatched via pre-paid registered mail or on date of delivery if delivered by hand or if sent to chosen e-mail address, on sending thereof to the addressee.

13. **COURT PROCESS AND JURISDICTION**



- 13.1 For the purposes of all or any legal proceedings arising from or in connection with this agreement the parties hereby consent to the jurisdiction of the Magistrate's Court Act as amended, notwithstanding the fact that such proceedings will otherwise fall beyond such Court's jurisdiction. This clause shall be deemed to constitute the written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrates Court Act 1994 as amended.
- 13.2 Notwithstanding the foregoing, the parties shall have the right of their own choice and discretion to institute proceedings in any other competent court which might otherwise have jurisdiction.
- 13.3 Costs on attorney and own client scale, including collection commission calculated at 10% (Ten Percent) together with VAT thereon as to outstanding monies shall be payable by the party who is in default determined by the Court.
- 13.4 In the event of the Seller instructing attorneys to render legal services to enforce the Seller's rights arising from a failure by the Purchaser to comply with any obligation hereunder, the Purchaser shall be liable for all costs calculated on the scale as between attorney and client incurred by the Seller to such attorneys, whether legal proceedings have commenced or not including tracing fees.

14. **GENERAL**

- 14.1 This agreement including any addendums constitutes the entire contract between the parties and contains the full agreement between the parties. No other terms, conditions, undertakings, representations or guarantees shall be of any force if not specifically contained in this agreement. No variation of or adding to, agreed cancellation, or alteration of this contract and no abandonment shall be of any power by any party unless signed by both parties in writing and their authorised agents.
- 14.2 The parties hereby undertake to perform all necessary actions and sign all required documentation as what is incidental to or beneficial to the implementation of the terms, conditions and intent of this agreement.
- 14.3 In the event of there being more than one Purchaser that signed this contract their liability shall be joint and several. Should this agreement not be signed by all the persons mentioned as Purchasers, the agreement shall be binding on all such Purchasers who indeed signed the agreement.
- 14.4 No grant, postponement or any other concession made or allowed by the Seller in terms of any payment due by the Purchaser in respect of this agreement or any late payment made or permitted in terms thereof, shall under no circumstances be deemed or seen as a silent consent by the Seller or as an abandonment or novation or have any other effect on any of the Seller's rights which arise from this agreement or deprive the Seller's right to compel at any stage and without any notice the strict and precise fulfilment of each clause or term of this agreement. Further shall no such grant, postponement or any other concession modify or amend any responsibility or release any party from his responsibility or alter the effect of any of the responsibility of any person who is or becomes bound in terms of this agreement as surety or co-debtor of the purchaser.



- 14.5 The plan may deviate slightly due to City Council Regulations.
- 14.6 The extent of the unit, represents the as built unit and the true extent may deviate slightly from the plan. The unit is measured by the Surveyor on the inside of the as built unit and the down poles of carports, which may result in a discrepancy between the two measurements.
- 14.7 The levy as stipulated at time of signature of this agreement is only preliminary and may differ and/or change at a later stage.
- 14.8 The Purchaser acknowledges that he has inspected the property and that no misrepresentation has been made to him.
- 14.9 The Seller is not compelled to identify the property to the Purchaser after acceptance of this offer.
- 14.10 The purchaser will not be entitled to sell the property herein mentioned to any third party before registration of the property into the name of the purchaser.
- 14.11 The Seller reserves the right to within 60 (Sixty) days prior to the occupation date as set out in paragraph 4.1 above to confirm such date or to change the occupation date to a date which Seller finds more appropriate.
- 14.12 The purchaser accepts that, should a bond be registered over the property, the purchaser has to sign the "Happy Letter" as required by the Financial Institution prior to the date of registration. The keys for the unit will be handed over on signature of the "Happy Letter", and payment of the occupational rent in advance. Any defaults will be confirmed in writing on the **Seller's** letterhead and both parties to sign. The **Seller** is to complete the work within 14 days after the date of signature. With the above commitment in mind, the Happy Letter must be signed and handed over to the developer on the date of original inspection.
- 14.13 Within 14 (Fourteen) days after the date of occupation the Purchaser must furnish to the Seller only 1 (One) additional list, if applicable, of defects and the Seller undertakes to fix such defects within 14 (Fourteen) days after receipt of such defect list.
15. In the event that any latent and or patent defect occur within a period of 90 (Ninety) days from date of occupation as stipulated on the Certificate of Occupancy issued by the City Council, the Seller shall rectify such defect. Refer to Addendum A.
16. **CONTINUED MARKETING – MULTIPLE OFFERS**
- 16.1 The Purchaser acknowledges that the Seller shall be entitled to continue to market the Property through the Agent and accept other offers through the Agent in respect of the property.
- 16.2 The Seller shall be obliged to proceed with the First Offer where all the suspensive conditions are fulfilled and where written confirmation is received by the conveyancer in this regard. All other accepted offers will automatically lapse and the Parties reciprocally and irrevocably acknowledge that they shall have no further claims against each other, arising from the aforesaid Agreement.



17. **NHBRC (NATIONAL HOME BUILDINGS REGISTRATION COUNCIL)**

The Builder is registered with the NHBRC and the Property will be enrolled with the said Council. The Purchaser is aware of the statutory guarantees provided to him in terms of the provisions of Act 95 of 1998. Refer to Addendum A.

18. **SELLER RESPONSIBILITY**

The Seller will not be held responsible for any damages to "loose goods" brought unto the property by the purchaser/tenant, caused by burglary, fire, excessive hail, excessive rains, extreme winds, leaking pipes, electric malfunction, acts of God or any cause whatsoever. The purchaser/tenant will be responsible for all his/her goods brought onto the premises and is therefore responsible for his/her own insurance of his/her goods that might be damaged due to any of the above mentioned unforeseen circumstances. Refer to Addendum A.

After registration of transfer, the Seller will not be responsible for repairs and maintenance to the property itself following burglary, fire, excessive hail, excessive rains, floods, extreme winds, roof leaks caused by the above, acts of God or any cause whatsoever.

19. **RIGHT OF EXTENSION**

The Purchaser records that he is aware that on the occupation date the buildings and other sections may be incomplete and that occupants may suffer inconvenience from building operations and that he shall have no claim against the Seller by reason of any such inconvenience.

PURCHASER

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__.

AS WITNESSES:

1. _____
FULL NAME & SURNAME **PURCHASER - SIGNATURE**

ID NUMBER

WITNESS - SIGNATURE

2. _____



FULL NAME & SURNAME

CO-PURCHASER - SIGNATURE

ID NUMBER

WITNESS – SIGNATURE

SELLER

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__.

AS WITNESSES:

1. _____
FULL NAME & SURNAME **SELLER - SIGNATURE**

ID NUMBER

WITNESS – SIGNATURE

2. _____
FULL NAME & SURNAME

ID NUMBER

WITNESS – SIGNATURE

BUILDER

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__.

AS WITNESSES:

1. _____
FULL NAME & SURNAME **BUILDER - SIGNATURE**

ID NUMBER

WITNESS – SIGNATURE

2. _____
FULL NAME & SURNAME



ID NUMBER

WITNESS – SIGNATURE

INFORMATION REQUIRED FOR TRANSFER AND / OR LOAN APPLICATION

Main Buyer / Applicant's Personal Information

Surname:

Full Name:

ID No:

Date of Birth:

Place of Birth:

Single

Married: COP / ANC

Divorced

Widow

Main Buyer Contact Information

Residential Address:

City:

Country:

Postal Code:

Postal Address:

City:

Country:

Postal Code:

Applicant A: (W)

Applicant A: (C)

Email:

Business Workplace:

Business Address A:

Occupation:

Period:

Co-Applicant's Information

Surname:

Co-Applicant's Full Name:

ID No:

Date of Birth:

Place of Birth:

Single

Married: COP / ANC

Divorced

Widow

Co-Applicant Contact Information

Residential Address:

City:

Country:

Postal Code:

Postal Address:

City:

Country:

Postal Code:



Applicant B: (W)	Applicant B: (C)
Email:	Business Workplace:
Business Address B:	
Occupation:	Period:

I / We, _____, herewith certify that all the above mentioned information is correct.

ADDENDUM "A"

Herewith we favour to inform you of this addendum and confirm that it forms part of the attached offer to purchase.

The purpose of Addendum A is to specifically explain the Seller responsibility towards a registered owner with reference to guarantees and time periods applicable from the date of occupation certificate issuance as stipulated on certificate of occupancy issued by the Council.

The letter from Spies Bester Potgieter Attorneys is explanatory to the following duties to repair in conjunction with time frames and will be distributed with the welcome pack in other words with key hand over.

The Seller is responsible for any maintenance and defaults in the time frames as follows from the date of occupation certificate of complex and or phase for the applicable unit.

Category 1:

From date of occupation (issue date of City Council Occupancy Certificate) for a period up to 3 months (90 days)

Any reasonable minor defects such as loose cupboards, loose knobs, loose handles, minor cracks in ceilings/walls, loose plumbing fittings, default to silicone work in bathroom, default to grouting on tiles, loose electrical fittings, curtain rails but not including light bulbs etc.

From date of occupation for a period of up to 3 months (90 days)

Category 2:

From date of occupation (issue date of City Council Occupancy Certificate) for a period up to 12 months (365 days)

Any defect with reference to plumbing , electrical, roof leaks as well as the gas stoves and geysers, but excluding any bulbs, gas cylinders, drain blockages as well as the loosen of taps and mixers due to wear & tear and also the blockage of the net sift inside the mixers, and geyser circuit breakers being switched on and off on a daily basis.

From date of occupation for a period up to 12 months (365 days)

We hereby inform you that we will strictly act according to the time frames of our responsibilities and will not entertain any queries thereafter.

Category 3:

From date of occupation (issue date of City Council Occupancy Certificate) for a period up to 5 years (1825 days)

All reasonable structural defaults to the building as well as the roof and the perimeter walls. Cracks are hereby included only if wider than 4 mm in width, which means fine hairline cracks form part of minor defects as mentioned in category 1 and will also not be further to our responsibility.

In addition we highlight the fact of damage caused by an act of nature which for example includes major wind storms, heavy raining as well as hail storms and earth tremors including floods as well as spreading fires. We emphasize that the Seller will not be held responsible for any act of nature and that it will be the responsibility of the owner or the body corporate to attend to these matters. Defaults due to the above such as cracked ceiling caused by wetness on top, light fittings being wet because of floods and out of power, as well as damage to any other item in a unit will not be the responsibility of the Developer as this damage will be directly linked and caused by the storms as mentioned above.

We trust that this will meet with your approval.

Signed at on 20

.....
FULL NAME & SURNAME

.....
CO-PURCHASER NAME & SURNAME

PURCHASER OF UNIT

PURCHASER OF UNIT

.....
SIGNATURE

.....
CO- PURCHASER SIGNATURE





248 Jack Hindon street
Pretoria North
0182
Reg no: 2006/018719/07
Vat no: 4200239848

PO Box 15434
Sinoville
0129
Tel: (012) 546 9223
Faks: 086 698 2578

STANDARD BUILDING SPECIFICATIONS AND SCHEDULE OF FINISHES FOR:

GALPINI VILLAGE

STAND NO: 285
PLAN TYPE: As per approved building plans
TOWNSHIP: THERESAPARK X01

GENERAL NOTES:

- **PAVING:** 60mm interlocking pavers as per paved area shown on site layout.
- **OUTSIDE WALLS:** Brickwork to roof height to consist of 85mm 18mpa clay stock bricks (internally), and 85mm Claret NFX solid bricks (external), window and doors to have plaster bands around (Universal Semitex to be used. One coat primer for new plaster, two top coats Universal Semitex)
- **INTERNAL WALLS:** Built with 85mm 18mpa clay stock bricks, plastered and painted (Universal Semitex to be used. One coat primer for new plaster, two top coats Universal Semitex. Allowed standard Universal colour range) Wall behind tv to be an accent feature wall, built with 85mm Claret NFX solid bricks, unplastered.
- **PLASTERWORK:** All internal plasterwork to be smooth finish steel trowel plaster, accent walls to be flush jointed.
- **ALL WINDOWS:** Standard aluminium window frames charcoal colour. .
- **BOUNDARY WALL:** 2,1m High semi face brick and plastered boundary wall on strip foundations, with 8 strand electric fencing on top, powered by a Druid energizer.
- **REFUSE AREA:** 1,8m High semi face brick wall, plastered internally.
- **ROOF:** Engineer designed roof trusses (Gang Nail) 26 degree Pitch and a 500mm roof overhang.
- **CEILINGS:** Ground floor to be flush plastered ceilings. First floor to be standard 6,4mm Rhinoboard gypsum ceilings with bishoff strips and 100mm polystyrene molded cornices. 1 trap door per ceiling void.

- **INSULATION:** 135mm AEROLITE roof insulation, or similar, installed on top of ceiling.
- **FIBRE:** Fibre point installed in each unit.
- **ROOF COVERING:** Marley Double Roman, standard Slate Colour Roof Tiles.
- **TILED FLOOR FINISHES:** 600x600 grey ceramic floor tiles. All skirtings to be standard floor tiles to match floors, approximately 75mm high.
- **TILED WALL FINISES:** 600x600 grey ceramic floor tiles, with glass mosaic feature tiles. Wall tiling to be done up to Window Cill height.
- **INTERNAL LIGHT FITTINGS:** Satin chrome recessed LED down lighters in living areas, and large LED Bulk Heads in kitchen, bathrooms and Bedrooms
- **LIGHT SWITCH:** All switches ONESTO Range.
- **PLUGS:** All plugs ONESTO Range.
- **FOUNDATION:** Raft foundation as per engineer's design.
- **LANDSCAPING:** Grass to be planted as per site layout.
- **EXTERNAL CILLS:** Plastered and painted.
- **GATES:** 2 x Centurion slide gate motors.
- **GUTTERS:** Where deemed by Engineer - Seamless chromadek gutters mounted on 255mm x 15mm Nutec fibre cement fascia, charcoal in colour.
- **KITCHEN & BIC'S:** All kitchen cupboards and BIC's to approved plans.
- **OVEN AND HOB:** Whirlpool 5 function oven (or Similiar) Whirlpool 4 plate ceramic electric stove top (or Similiar, NO extractor fan.
- **ELECTRICAL:** As per individual unit approved layout.
- **PLUMBING:** As per individual unit approved layout.
- **SANITARY EQUIPMENT:** Top Flush white porcelain toilets, 700mm x 1700mm bath tub with bath mixer, Free stand basin, aluminium sliding shower door, and showerhead.
- **BALUSTRADES:** Mild steel, painted handrails and balustrades as per approved plan.
- **BATHROOM FITTINGS:** Standard bathroom fittings as needed.
- **INTERNAL DOORS + LOCKS:** Standard steel door frame with horizontally slatted internal Hollow Core door door, painted white.
- **FRONT DOOR + LOCK:** Meranti door frame with horizontally slatted solid meranti door.
- **HOT WATER SYSTEM:** Individual storage tank with timer unit for each unit.

- FLOOR SLABS:** First floor slabs to be 170mm in situ concrete / 150mm Pres stressed flooring as per engineer's design.
- STAIRCASE:** In situ concrete stairs as per engineer's design.
- BATHROOMS:** Bathroom as per architect's layout.
- GARDEN TAPS:** Garden taps as per architect's layout.
- CARPORTS:** No Carport provided Extra Charge Single Carport = R9500 Double Carport R14500
- FIRE REQUIREMENTS:** All fire layout requirements to be supplied as per approved fire layout.
- Electricity and Water meters:** Prepaid Electricity supplied Water meter readings Monthly paid manually
-

Signed at _____ on the _____ day of _____ 20____

By Developer _____

Witness 1) _____

Witness 2) _____

Signed at _____ on the _____ day of _____ 20____

By Purchaser _____

Witness 1) _____

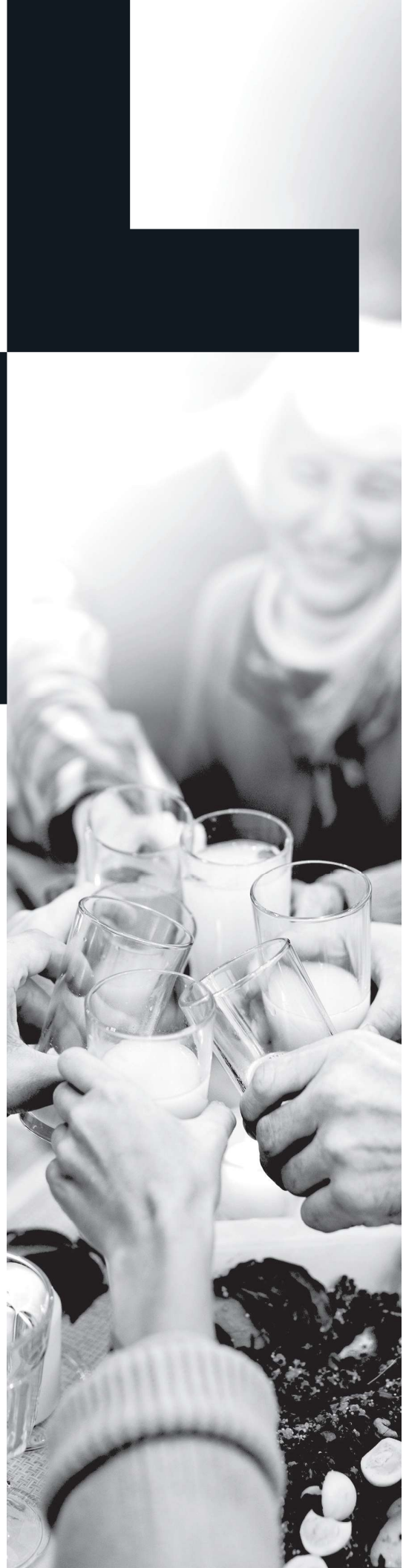
Witness 2) _____





FICA Client Pack

Purchaser / Tenant



Dear Client

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

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

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

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

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

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

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

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

Thank you for your co-operation.

Yours faithfully



PlusGroup Principal

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

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

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

THUS DONE AND SIGNED at _____ on _____ 20_____

AS WITNESS

PURCHASER / TENANT (Delete which is not applicable)

RSA Identity or Foreign Passport No.

JOINT PURCHASER / TENANT (Delete which is not applicable)

RSA Identity or Foreign Passport No.

Initial: 

Purchaser / Tenant FICA questionnaire – Natural persons

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Single Transaction ☐ Business Relationship ☐

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

10. Will any payments involve a payment by you or your Representative of R25 000 or more in cash?

(i.e. paper money, coins or traveller's cheques?)

☐ Yes ☐ No ☐

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

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

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

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

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

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

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

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

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

Full name of Officer administering questionnaire: _____

Signature: _____ Date: ____/____/20____

Initial:  _____

Joint Purchaser / Tenant FICA questionnaire – Natural persons

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Single Transaction ☐ Business Relationship ☐

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

10. Will any payments involve a payment by you or your Representative of R25 000 or more in cash?

(i.e. paper money, coins or traveller's cheques?)

☐ Yes ☐ No ☐

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

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

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

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

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

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

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

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

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

Full name of Officer administering questionnaire: _____

Signature: _____ Date: ____/____/20____

Initial:  _____

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 finalizing 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

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 _____% (_____) 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 : 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: _____

