



**SECTIONAL TITLE AGREEMENT OF SALE
(WITH EXCLUSIVE USE AND PHASE DEVELOPMENT)**

between

**DVR PROPERTY DEVELOPMENT (PTY) LTD
REGISTRATION NUMBER 2020/860731/07**

and

| | |
|--|--------------------|
| Property Description | |
| Scheme Name | 232 ON KENT |
| Unit Number | |
| Exclusive Use Area (Garden) | |
| Exclusive Use Area (Carport Number) | |



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Please initial here that you have read and understood the above information and agree to the terms and conditions as listed in the above paragraphs. X _____

A MAIN AGREEMENT - PARTIES**DEVELOPER:****DVR PROPERTY DEVELOPMENT (PTY) LTD, REGISTRATION NUMBER**

2020/860731/07 with domicilia citandi et executandi: 11 Jack Hindon Avenue,
Alberante, Alberton, 1449 - represented by Mr Cornelis S Claassen ID 8010095119088

PURCHASER:**1. INDIVIDUAL**

| DETAIL | PURCHASER 1 |
|-----------------------|-------------|
| FULL NAME/S & SURNAME | |
| IDENTITY NUMBER | |
| PHYSICAL ADDRESS | |
| POSTAL ADDRESS | |
| MARITAL STATUS | |
| OCCUPATION | |
| EMPLOYERS NAME | |
| TELEPHONE NUMBER WORK | |
| TELEPHONE NUMBER HOME | |
| CELLPHONE NUMBER | |
| INCOME TAX NUMBER | |
| E_MAIL ADDRESS | |

If JOINT PURCHASERS

| DETAIL | PURCHASER 2 |
|-----------------------|-------------|
| FULL NAME/S & SURNAME | |
| IDENTITY NUMBER | |
| PHYSICAL ADDRESS | |
| POSTAL ADDRESS | |
| MARITAL STATUS | |
| OCCUPATION | |
| EMPLOYERS NAME | |
| TELEPHONE NUMBER WORK | |
| TELEPHONE NUMBER HOME | |
| CELLPHONE NUMBER | |
| INCOME TAX NUMBER | |
| E_MAIL ADDRESS | |

Please initial here that you have read and understood the above information and agree to the terms and conditions as listed in the above paragraphs.

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2. IF A COMPANY/CLOSE CORPORATION/TRUST ARE THE PURCHASER:

| DETAIL | PURCHASER |
|--|-----------|
| FULL NAME OF COMPANY/CLOSE CORPORATION/TRUST | |
| REGISTRATION NUMBER | |
| FULL NAMES OF AUTHORISED SIGNATORY | |
| REGISTERED ADDRESS | |
| PHYSICAL ADDRESS | |
| POSTAL ADDRESS | |
| INCOME TAX REGISTRATION NUMBER | |
| VAT NUMBER | |
| TELEPHONE NUMBER AUTHORISED SIGNATORY | |
| CELLPHONE NUMBER AUTHORISED SIGNATORY | |
| E-MAIL ADDRESS AUTHORISED SIGNATORY | |

B DESCRIPTION OF SECTION AND EXCLUSIVE USE AREA/S

1. Apartment - Section____, Door _____ - Type _____,
(a unit as depicted on the unit floor plan attached hereto as **Annexure "C"** in the building/buildings to be known as **232 ON KENT** to be constructed on the property and shown on the site plan attached hereto as **Annexure "B"**),

Extent - As per **Annexure "C"** attached, which is _____ square meters,

2 Exclusive Use Areas**Private Garden**

| | |
|---|--|
| Garden Area situated at unit number (if applicable) | |
|---|--|

Carport/s

| | |
|-------------------------|--|
| Carport Number number/s | |
|-------------------------|--|

Please initial here that you have read and understood the above information and agree to the terms and conditions as listed in the above paragraphs. X _____

- 3.1 On the opening of the sectional title register the developer shall make rules in terms of Section 27(A) of the Act, which confer rights of exclusive use enjoyment of parts of the common property, in the case of the areas referred to in 2 above, in favor the purchaser exclusively.
- 3.2 The purchaser, as owner of the unit being entitled to the right of the said exclusive use, of the exclusive use areas as defined in 3.1 above may be required to make such contributions to the body corporate as are deemed necessary to defray the costs incurred by the body corporate and the association in respect of inter alia, insurance, maintenance, security, and consumption charges in respect of the said exclusive use areas.

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C SUMMARY OF PRINCIPAL TERMS

The principal terms and conditions of the agreement comprise the following –

- | | | |
|--------|---|---|
| (a) | Purchase price (Including VAT) | R _____ |
| (a 1.) | Initial deposit | R _____ |
| (b) | Bond amount | R _____ |
| (c) | Balance of deposit or purchase price after deduction of the bond amount and initial deposit | R _____ |
| (d) | Required grant date for bond | Within 30 (thirty) days of signature of this agreement |
| (e) | Projected practical completion | To be confirmed (TBC) |
| (f) | Occupational rental per month | 0.75% of the purchase price – R _____ |
| (g) | Electrical/water/sewerage connection Fee | R 1500.00 (One Thousand Five Hundred Rand) |
| (h) | Water and electricity deposits | R 2000.00 (Two Thousand Rand) |
| (i) | Fee for opening of purchaser(s) rates and taxes account at council Rand) | R750.00 (Seven Hundred and Fifty Rand) |

Please initial here that you have read and understood the above information and agree to the terms and conditions as listed in the above paragraphs. X _____

D SIGNATURE CLAUSE

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

Date Place

Purchaser 1

Purchaser 2

who by his signature hereto warrants his capacity to sign this contract (individual or Entity)

Purchaser's spouse
(if married in community of property)

Date Place

Developer

Date Place

Agent

Huizemark Centurion (Pty)Ltd represented by _____

I/we hereby warrant the validity of my/our Fidelity Fund Certificate as at the date of the signature of this agreement, and I/we further hereby accept the benefits conferred upon me/us in this Agreement:

Signature

Signed By Gert Jacobus du Plessis: _____

Principal Property Practitioner, hereby certifying that the Agreement has been concluded under my supervision as required in terms of the Property Practitioners Act, 22 of 2019, read with the Property Practitioners Regulations, 2022. I hereby warrant the validity of my Fidelity Fund Certificate as at the date of the signature of this agreement.

Please initial here that you have read and understood the above information and agree to the terms and conditions as listed in the above paragraphs. X _____

SCHEDULE**SALE AND INTERPRETATION****E SALE**

The Developer hereby sells to the Purchaser/s who purchases a unit consisting of –

- 1 the section described in clause B1 of the main agreement as shown and more fully described on the site plan of the development known as **232 ON KENT** in respect of the land and buildings situated on Erf 1173, Ferndale, City of Johannesburg, together with an undivided share in the common property.

F INTERPRETATION

- 1 In this agreement unless the context indicates otherwise –
 - 1.1. a reference to:
 - 1.1.1. any particular gender shall include the other two genders;
 - 1.1.2. the singular shall include the plural and *vice versa*;
 - 1.1.3. a natural person shall include corporate or unincorporate created entities and *vice versa*;
 - 1.2. all of the schedules and/or annexes are incorporated herein and shall have the same force and effect as if they were set out in the body of this Agreement;
 - 1.3. words and/or expressions defined in this Agreement shall bear the same meanings in any schedules and/or annexes hereto which do not contain their own defined words and/or expressions;
 - 1.4. where a period consisting of a number of days is prescribed, it shall be determined by excluding the first and including the last day;
 - 1.5. where the day upon or by which any act is required to be performed is a Saturday, Sunday or public holiday in the Republic of South Africa, the Parties shall be deemed to have intending such act to be performed upon or by the first day thereafter which is not a Saturday, Sunday or public holiday;
 - 1.6. where an expression has been defined (whether in 2 below or elsewhere in this Agreement) and such definition contains a provision conferring rights or imposing obligations on any Party, effect shall be given to that provision as if it were a substantive provision contained in the body of this Agreement;

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- 1.7. if figures are referred to in numerals and words, the words shall prevail in the event of any conflict between the two;
- 1.8. words and/or expressions defined in any particular clause in the body of this Agreement shall, unless the application of such word and/or expression is specifically limited to that clause, bear the meaning so assigned to it throughout this Agreement;
- 1.9. none of the provisions hereof shall be construed against or interpreted to the disadvantage of the Party responsible for the drafting or preparation of such provision;
- 1.10. whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned;
- 1.11. a reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or re-enacted from time to time thereafter;
- 1.12. the expiration or termination of this Agreement shall not affect such of its provisions as expressly provided that they will continue to apply after such expiration or termination or which of necessity must continue to apply after such expiration or termination;
- 1.13. any communication which is required to be "in writing" shall include a communication which is written or produced by any substitute for writing, or which is partly written and partly so produced, and shall include printing, typewriting, lithography, facsimile or electronic mail or any form of electronic communication or other process of partly one and partly another.
- 1.14. "Act" means the Sectional Titles Act No 95 of 1986 or any amendment hereof and includes the regulations promulgated thereunder from time to time.
- 1.15. "Agent" means the agent that facilitated the sale of the Property, in terms of this Agreement, being Huizemark Centurion Proprietary Limited (Registration Number: 2017/029606/07) represented by _____
- 1.16. "Agents Commission" means the commission payable by the Seller to the Agent, in accordance with the mandate
- 1.17. "Architect" means Aifdesign Architects or any other architect engaged by the developer to supervise the completion of the development;
- 1.18. "balance of deposit " means the purchase price described in clause C(a) of the main agreement less the bond amount described in clause C(b) of the main agreement;
- 1.19. "beneficial occupation" means the unfettered use and enjoyment of all the amenities in the section notwithstanding the presence of snags to be attended to by the developer;
- 1.20. "body corporate" means the controlling body as contemplated in terms of Section 36 of the Act;

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- 1.21. "Bond Originator Agent" means the bond originator agent appointed by the Seller, in its sole and absolute discretion, being Independent Bond Originators (Tel: 083 953 5788 / E-mail demi@ibosa.co.za /contact person: Demi Roodt);
- 1.22. "common property" means the property and such parts of the buildings which do not form part of any section in the development;
- 1.23. "conditions of sale" means the conditions of sale annexed hereto, as Annexure "A";
- 1.24. "Consumer Protection Act" means the Consumer Protection Act 68/2008;
- 1.25. "contract" or "agreement" means this agreement of sale and the annexures hereto which are initialed by the parties for the purposes of identification;
- 1.26. "days" means business days;
- 1.27. "Developer" means **DVR PROPERTY DEVELOPMENT (PTY) LTD**, Registration Number 2020/860731/07;
- 1.28. "development" means the property and the buildings to be erected thereon in respect of which the developer intends to open the sectional title register;
- 1.29. "developer's address" means 11 Jack Hindon Avenue, Alberante, Alberton;
- 1.30. "developer's attorneys / transfer attorneys" means **Van Staden & Booyesen Attorneys**;
- 1.31. "electricity/water & sewerage connection fee" means the amount described in clause C(g);
- 1.32. "Housing Consumers Protection Measures Act" means the Housing Consumers Protection Measures Act No 95 of 1998 (as amended);
- 1.33. "loan" means the loan amount described in clause C(c) of the main agreement;
- 1.34. "normal business hours" means 08h00 to 17h00 Monday to Friday excluding weekends;
- 1.35. "fee for opening purchaser(s) rates and taxes account at council" means the amount described in clause C(i);
- 1.36. "occupational rental" means the amount described in clause C(f) of the main agreement;
- 1.37. "participation quota" means the percentage allocated to the section in the sectional plans in respect of the development as registered and filed in the office of the appropriate Registrar of Deeds, or in the event of such sectional plans not having been registered, a percentage

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- expressed to four decimal places and arrived at by dividing the floor area, correct to the nearest square metre, of the section by the floor area, correct to the nearest square metre, of all the sections in the building or buildings comprising the development;
- 1.38. "plans" - means the site plan and unit floor plan relating to the development annexed marked "B" and "C";
- 1.39. "prime rate" means the prime rate of interest charged by ABSA Bank Limited on overdraft to first class corporate borrowers in the private sector on an unsecured basis from time to time. In the event of a dispute between the parties as to such rate, a certificate by any branch manager of the said bank, whose appointment need not be proved, shall be final and binding on the parties;
- 1.40. "practical completion" means the stage at which the section is sufficiently complete to enable the purchaser to occupy and use the section for residential purposes as certified by the architect;
- 1.41. "projected practical completion date" means the date described in clause C(e) of the main agreement or the date determined in accordance with clause 8 of Annexure "A";
- 1.42. "property" means the property described in clause B of the main agreement and as indicated on Annexure "B";
- 1.43. "purchase price" means the amount described in clause C(a) of the main agreement;
- 1.44. "purchaser" means the purchaser described as such in clause A of the main agreement;
- 1.45. "purchaser's address" means the address described in clause A of the main agreement;
- 1.46. "register" means the Sectional Title Register;
- 1.47. "rules" means the rules referred to in Section 10(2)(a) of the Sectional Title Scheme Management Act, No. 8 of 2011 as amended and added to by the Developer in terms of section 10(3) of the Act, read with Regulation 6 to the Act;
- 1.48. "schedule of finishes and specifications" means the schedule of finishes annexed hereto marked "D";

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- 1.49. "section" means the section more fully described on the site plan annexed hereto marked "B";
- 1.50. sectional title register" means the sectional title register to be opened in terms of the Act in respect of the development known as 232 on Kent;
- 1.51. sectional plan" means the plan prepared by a land surveyor in terms of the Sectional Titles Act;
- 1.52. Sectional Titles Act" means the Sectional Titles Act 95 of 1986;
- 1.53. Sectional Title Schemes Management Act" means the Sectional Title Schemes Management Act 8 of 2011;
- 1.54. "site plan" means the proposed site plan relating to the d development annexed hereto marked "B";
- 1.55. "snags" means any minor imperfection that does not effect and/or impact on the inhabitability of the unit in any manner;
- 1.56. "snag list" means a list of snags
- 1.57. "unit" means the section together with its undivided share in the common property in accordance with the participation quota;
- 1.58. "unit floor plan" means the unit floor plan annexed marked "C" on which the unit type has been identified;
- 1.59. "water and electricity deposits means the amount described in C(h) of the main agreement;
- 1.60. Words signifying the singular shall include the plural and vice versa, and words importing one gender shall include the others.
- 1.61. The clause headings have been inserted for reference purposes only and shall not be taken into account in interpreting this contract.

Please initial here that you have read and understood the above information and agree to the terms and conditions as listed in the above paragraphs.

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ANNEXURE A

CONDITIONS OF SALE

1. ACKNOWLEDGEMENT BY PURCHASER

1.1 The purchaser acknowledges that –

- 1.1.1 the sectional plan has not been approved by the surveyor general and that accordingly the exact and final boundary, area and number of the section will be that shown on the sectional plan which is finally approved by the surveyor general;
- 1.1.2 the sectional title register will be opened as soon as is reasonably possible after the practical completion date and approval of the sectional plan by the surveyor general. Transfer of the section shall take place simultaneously with or after opening of the sectional title register;
- 1.1.3 he has read and approved the annexures to the agreement and that he will be obliged to accept delivery of the section:
- 1.1.4 completed substantially according to the annexures; and
- 1.1.5 as finally depicted and delineated on the draft sectional plan.
- 1.1.6 the property hereby sold has been described with reference to the annexures especially "B" and "C".

2. PAYMENT

2.2 The purchaser shall pay the purchase price as follows:–

- 2.2.1 the bond amount referred to in clause C(b) of the main agreement to the developer's attorneys or the developer's nominee on registration of transfer;
- 2.2.2 the amount referred to in clause C(c) of the main agreement to the developer's attorneys within 21 days of signature of this agreement by the developer;

2.3 As security for payment of the balance of the purchase price –

- 2.3.1 Where the purchaser does not require a mortgage bond to secure a loan to pay the balance of the purchase price, the purchaser shall either pay such amount to the developer's attorneys or provide the developer's attorneys with acceptable bankers guarantees securing such balance within 30 (thirty) days of the date of signature of this agreement by the developer. Such guarantees shall be expressed to be payable electronically on written confirmation from the developer's attorneys of registration of transfer of the unit into the name of the purchaser;

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- 2.3.2 where the purchaser is registering a mortgage bond to secure a loan to pay the balance of the purchase price, proof of such loan shall be submitted to the developer's attorneys within the period of 30 (thirty) days referred to in clause 4. The purchaser shall procure the issue of an acceptable bankers guarantees securing payment of the loan amount and expressed to be payable electronically on written confirmation from the developer's attorneys of registration of the unit into the name of the purchaser and registration of the mortgage bond. The guarantees shall be issued within seven days of request therefor by the developer's attorneys and which request will not be made before the surveyor has prepared the draft sectional plans.
- 2.3.3 the provisions of clause 2.2.1 above shall also apply to any balance due by the purchaser in terms of clause C(c) of the main agreement.
- 2.4 If the purchaser obtains a loan of 100% of the purchase price, he will not be entitled to withhold payment of the deposit mentioned in C(c) in the main agreement or to a refund of same prior to registration of transfer.
- 2.5 All cash payments made by the purchaser in reduction of the purchase price shall be held in trust by the developer's attorneys pending registration of transfer. All funds so held by the developer's attorneys shall be invested in terms of Section 86(4) of the Legal Practice Act in an interest-bearing account for the benefit of the purchaser provided the purchaser has signed an investment authority form as per Annexure 'G' and his personal particulars have been verified in terms of the Financial Intelligence Centre Act, 2001.

3. VALUE ADDED TAX

It is recorded that the purchase price is inclusive of value added tax at the applicable standard rate, currently 15% (fifteen percent). If the applicable value added tax rate changes at any time prior to transfer of the unit to the purchaser, the developer reserves to itself the right to adjust the purchase price accordingly by giving the purchaser written notice to that effect.

4. SUSPENSIVE CONDITION: MORTGAGE BOND

- 4.1 This sale is subject to the suspensive condition that the purchaser, or the developer on his behalf, obtains a loan from a registered bank in the amount referred to in clause C(b) of the main agreement against the security of the registration of a first mortgage bond over the unit. The said loan shall be obtained **within 30 (thirty) days of signature of this agreement** by the purchaser notwithstanding that the developer may not yet have signed this agreement. The said period of 30 (thirty) days may be extended by the developer in writing at its sole discretion.
- 4.2 The condition contained in clause 4.1 is for the benefit of the purchaser only who shall at any time prior to the due date for fulfilment thereof be entitled to waive such condition by written notice to the developer, the estate agent, or the developer's attorneys and in that event the sale will become unconditional, and the purchaser will be obliged to furnish guarantees as provided for in clause 2.2.

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4.3 The condition set out in 4.1 above will be deemed to have been fulfilled if a registered bank issues a quotation and pre agreement statement subject to the usual conditions associated with residential loans including but not restricted to the provision of collateral security by way of suretyship/s and the payment of an initiation fee to the bank even if more than one offer is made and the purchaser fails to approve or accept same.

4.4 If the loan is granted subject to:

4.4.1 the cancellation of an existing mortgage bond over another property registered in the name of the purchaser; or

4.4.2 the sale of that property; or

4.4.3 any other condition, compliance with which by the purchaser will, in the sole opinion of the developer, delay classifying this sale as a presale for the purpose of the developer's financing requirements, then the developer will in his sole discretion, and notwithstanding the provisions of clause 4.2, be entitled to treat the suspensive condition as unfulfilled.

4.5 If the suspensive condition contained in clause 4.1 is not fulfilled this sale shall lapse and become null and void. In that event the deposit paid by the purchaser together with any interest earned thereon shall be refunded to him.

4.6 The purchaser undertakes to take all necessary steps to:-

4.6.1 procure the granting of the loan and to provide all such documentation and information as may be required for this purpose by the purchaser's bankers or his agent for this purpose within 7 (seven) days of request therefore;

4.6.2 comply with any conditions that may be imposed by his financiers in the granting of the loan, subject to the provisions of clause 4.4 above.

4.6.3 The purchaser acknowledges that should he fail to comply with the provisions of clause 4.6 above the developer shall be entitled to treat the suspensive condition as having been fulfilled. This agreement shall then become unconditional.

4.7 If this agreement lapses due to non-fulfilment of this condition, the purchaser, if he is already in occupation of the unit, shall –

4.7.1 vacate the unit at the end of the calendar month following the month during which failure to fulfil the condition becomes known (and restore the unit to its previous condition);

4.7.2 continue to pay occupational rental as provided for in clause 8.10 below until the date on which he vacates the unit;

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4.7.3 be entitled within 30 (thirty) days of vacating the unit to a refund of all monies paid on account of the purchase price less any amounts due to the developer in respect of damage caused to the unit, any outstanding occupational rent and, if necessary, any legal costs incurred in ejecting the purchaser from the unit should this become necessary. The purchaser irrevocably consents that the developer's attorneys may deduct such amounts mentioned above from any monies paid in respect of the purchase price, before the purchaser is refunded. If there is a shortfall due to the developer, the developer shall have a claim in respect of same against the purchaser.

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4.8 If after having granted the loan the purchaser's financiers withdraw the loan for any reason whatsoever, the purchaser shall continue to be bound by the terms and conditions of this agreement and shall within 30 (thirty) days of such withdrawal provide acceptable alternative security for payment of the amount represented by the loan. It is a material term of this agreement that should the purchaser's financier withdraw the loan due to any act or omission on the part of the purchaser, and the purchaser is unable to provide acceptable security within 30 (thirty) days of such withdrawal for the payment of the amount represented by the loan, the developer will be entitled exercise his rights contained in clause 27 below, and at its election cancel this agreement and retain any deposits as 'rouwkoop',

4.9 The purchaser acknowledges that his financiers who granted the loan will be entitled to re-assess the loan for any reason whatsoever. Should the purchaser's financiers, after the granting of the loan, but before registration of the bond elect to re-assess the loan application for any reason whatsoever, the purchaser shall ensure that his affordability is at the same level as when the loan was granted. Should the loan be declined after re-assessment for whatever reason including but not limited to affordability the purchaser shall provide acceptable alternative security for payment of the amount represented by the loan within 30 (thirty) days of such withdrawal. It is a material term of this agreement that should the purchaser's financier withdraw the loan due to any act or omission on the part of the purchaser that negatively affected his/her/its affordability, and the purchaser is unable to provide acceptable security within 30 (thirty) days of such withdrawal for the payment of the amount represented by the loan, the developer will be entitled exercise his rights contained in clause 27 below, and at its election cancel this agreement and retain any deposits as 'rouwkoop' ,

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5. BOND ORIGINATOR

5.1 The Purchaser hereby acknowledges that the Bond Originator Agent will attend to the loan application(s) on behalf of the Purchasers for the financing of the Purchase Price in terms of this agreement.

Please initial here that you have read and understood the above information and agree to the terms and conditions as listed in the above paragraphs. X _____

5.2 The Purchaser irrevocably undertakes to utilize the bond originator service provided to the Purchaser free of charge. The Purchaser furthermore undertakes to immediately when requested to do so, submit all the relevant documents and / or information (personal, financial or otherwise) to the Bond Originator Agent so as to enable him / her to prepare a complete loan application for the financial institutions.

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6 INTEREST ON OVERDUE PAYMENTS

6.1 All monies payable by the purchaser in terms of this agreement and not paid on due date shall bear interest at 2% above the prime rate calculated from due date to the actual date of payment. The term "payment" shall include provision of security for payment where applicable.

6.2 Each payment made by the purchaser shall be allocated first to the payment of interest and thereafter to the payment of any other monies due in terms of this agreement and thereafter to the reduction of the purchase price.

7 NO WITHHOLDING OF PAYMENTS

The purchaser shall not be entitled to withhold, set off, delay, abate payment or impose any condition against payment of any amounts due to the developer or generally refuse performance in terms of this agreement by reason of any breach or alleged breach of the developer's obligations in terms hereof or if any work of whatsoever nature is still required to be done to the unit by the developer at any time.

8 POSSESSION, OCCUPATION AND THE PASSING OF RISK

8.1 It is recorded that the buildings are presently in the course of planning/construction.

8.2 Notwithstanding the projected practical completion date which has been inserted for information purposes only, the purchaser shall take occupation of the unit on the practical completion of the unit the date of which shall be communicated to the purchaser on no less than 45 (forty-five) days written notice addressed to him by the developer which shall be calculated from the date of such notice.

8.3 If the practical completion date is delayed and the purchaser is as a result not able to take occupation of the unit on the date specified in the notice, the developer shall, within 30 (thirty) days of the practical completion date as contained in the notice given, give the purchaser written notice of the new practical completion date.

Please initial here that you have read and understood the above information and agree to the terms and conditions as listed in the above paragraphs.

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- 8.4 The developer shall not be held responsible for delays caused by circumstances or factors beyond his control which, without detracting from the generality hereof, shall include *vis maior*, inclement weather, strikes, lock outs, civil commotion and non availability of materials.
- 8.5 The purchaser shall, in any event, have no claim of whatever nature against the developer should the practical completion date be delayed for any reason whatsoever.
- 8.6 The purchaser shall not be entitled to occupation of the section unless –
- 8.6.1 the purchase price has been secured as per the provisions of this Agreement.
- 8.6.2 all transfer and bond documentation has been signed or if the documents are unsigned the purchaser warrants that he/she/it/they will do so within 3 (three) days of being requested to do so by the transfer attorneys;
- 8.6.3 occupational rental, connection fees and utility deposits have been paid.
- 8.7 Should the costs, fees, and payments mentioned in 8.6.1 – 8.6.3 not have been paid by the practical completion date, the purchaser acknowledges that he/she/it will still be liable for those costs mentioned, from the practical completion date.
- 8.8 The above-mentioned clause 8.6 is inserted for the benefit of the developer who may waive any of the conditions at his sole discretion.
- 8.9 Possession of the unit shall be given to the purchaser on the date of transfer from which date all risk of profit and loss in and to the unit shall pass to the purchaser.
- 8.10 From the occupation date until registration of transfer of the unit to the purchaser, the purchaser shall pay occupational rental monthly in advance, as per clause C(f) of the main agreement, on the first day of each and every month to the developer or its nominee until the date of registration of transfer. The rental shall be pro rated for periods of less than a month.
- 8.11 The purchaser shall, in addition to occupational rental, be liable for all electricity and water consumed in the unit, as well as affluent and any other services charged by the Council in connection with the unit, calculated from date of occupation.
- 8.12 In the event of any dispute as to when or whether practical completion of the unit has been achieved, a certificate by the developer's architect (acting as an expert and not as an arbitrator) certifying same shall be final and binding on the parties, notwithstanding that the building as a whole or the common property may not have been completed. The occupation date shall under no circumstances be deferred by the purchaser whether or not the unit is considered unsuitable for beneficial occupation by reason of any improvements, additions or alterations to be effected to the section by or at the request of the purchaser not having been completed.

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- 8.13 The purchaser shall not be entitled to refuse occupation or to defer the occupation date –
- 8.13.1 if the building in which his section is situated has not been completed as a whole; or
 - 8.13.2 if the common property has not been completed; or
 - 8.13.3 where building operations on the property may be a possible cause of inconvenience to the purchaser; or
 - 8.13.4 where improvements, alterations or additions to the unit requested by the purchaser, which are not standard, have not yet been completed.
- 8.14 If the keys to the unit have been handed to the purchaser and the purchaser fails to physically occupy the unit, he shall nonetheless be deemed to have taken occupation of the unit.
- 8.15 The initial costs of security & maintaining the development from the date of occupation up to date of transfer, shall be paid by the developer to the service providers. Thereafter the purchaser shall be liable for the payment of the levy.

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9 AGENTS COMMISSION

- 9.1 The Seller is liable to pay the Agent's Commission on the Registration Date.
- 9.2 The Agent's Commission shall be paid as per mandate.
- 9.3 The Agent shall be entitled to, and the Purchaser shall be responsible for the payment of the commission and/or damages, should a binding agreement not continue, or if the agreement is cancelled as a result of the Purchaser's failure to comply with its obligations in terms of this agreement.
- 9.4 The purchaser warrants that no estate agent other than Agent has introduced the purchaser to the property and hereby indemnifies the seller against any claim for commission from any estate agent or third party that may arise out of the conclusion of this Agreement.

10 TRANSFER AND COSTS

- 10.1 The developer's attorneys shall attend to the transfer of the unit to the purchaser as soon as reasonably possible after the completion/occupation date and the approval of the sectional plan by the surveyor general and provided that the purchaser has complied with his obligations in terms hereof.
- 10.2 The purchaser shall within 7 (seven) days of being called upon to do so by the developer's attorneys provide all such information and sign all such documents as may be required to enable the developer's attorneys to pass transfer of the unit to the purchaser.

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- 10.2.1 The purchaser warrants to the developer that his tax affairs are in order and will not delay the issuing of a transfer duty exemption certificate for the purposes of transfer of the unit to him.
- 10.2.2 The purchaser further undertakes to provide any information as may reasonably be required by the developers' attorneys relating to his status as a taxpayer within 7 days of request therefor.
- 10.3 The developer shall be liable for the payment of the purchasers transfer and bond registration cost on the condition that:
- 10.3.1 The developers attorneys shall attend to both transfer and bond registration.
- 10.3.2 The purchaser utilizes the services of the Bond Originator Agent to make application to a registered commercial bank for a loan in the amount of clause C(b)9 of the main agreement ;
- 10.3.3 The purchaser's bank gives instructions to the developers attorney's to attend to the registration of the purchasers bond ;
- 10.3.4 The developers attorney's in fact registers the said bond.
- 10.4 Should any one of the said preconditions in 10.3.1 to 10.3.4 not be complied with it is agreed herewith that the developer will not be liable to pay the purchasers' bond registration cost and as a result the purchaser will be liable to pay on demand all bond registration costs and fees relating thereto.
- 10.5 Notwithstanding the above, the purchaser shall be liable for the payment of all and any bank valuation and bank assessment and initiation fees and charges as well as the cost relating to the issue of the required insurance certificate.
- 10.6 The developer will be liable for all costs of and incidental to the opening of the sectional title register including the installation of all engineering services in and to the property as required by the local authority for purposes of the issue of the necessary clearances required for transfer.

11 EXCLUSIVE USE AREAS

The purchaser's right to the use of the exclusive use areas purchased in terms of this agreement will be ceded to him in terms of a notarial deed of cession at the time of transfer and registration of the unit.

12 CONDITIONS APPLICABLE PENDING TRANSFER

- 12.1 Upon the purchaser taking occupation of the unit and pending transfer, the following conditions shall apply –

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- 12.1.1 except insofar as may be inconsistent with the provisions of this agreement, the provisions of the Sectional Title Management Act (which relates to the duties of an owner) shall apply and bind the purchaser as if he were the registered owner of the unit.
- 12.1.2 the provisions of the rules insofar as they cast any duty on the owner or occupier of the unit shall bind the purchaser and be enforceable by the developer, the appointed managing agents, and/or the body corporate. The purchaser warrants that he/she/it understand and will adhere to these rules in the interests of all owners of the development.
- 12.1.3 the purchaser shall not until registration of transfer of the unit into his name without the prior written consent of the developer make or cause or allow to be made any improvements to the section or remove or demolish any improvements whatsoever. The purchaser shall not have any claim against the developer in respect of any expenditure upon or improvements to the section, whether made with or without the developer's consent and notwithstanding the preservation of such rights, hereby waives his lien (if any) in respect of such improvements. All fixed improvements to the section made by or at the instance or expense of the purchaser shall accede to the section and belong to the developer.
- 12.2 The purchaser shall maintain the unit in a fit and proper condition.
- 12.2.1 The purchaser waives all claims (to the extent that the developer is not insured against such claims) against the developer for any loss or damage to property or any injury to person which the purchaser may sustain in or about the section, the buildings or the common property and indemnifies the developer against any such claim that may be made against the developer by any member of the purchaser's family or the purchaser's invitees, employees or agents for any loss or damage to property or injury to person suffered in or about the unit, the building or the property however such loss or damage to property or injury to person may be caused.
- 12.3 The purchaser shall not, pending the occupation date, be entitled to access to the property or any part of the development for any reason whatsoever.

13 CONNECTION FEES, DEPOSITS AND OPENING OF CITY COUNCIL RATES ACCOUNTS

- 13.1 The purchaser acknowledges that the developer and/or the managing agent will have made certain payments to the local authority for the supply of electrical and other services to the property.
- 13.2 The purchaser shall pay the connection fees and water and electricity deposits referred to in clauses C(g) and C(h) of the main agreement on request therefor by the developer's attorneys.

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- 13.3 The purchaser hereby acknowledges that it is his/her/its responsibility to open their/its own rates and taxes account at the council once registration of the unit has been effected into the name of the purchaser, and not that of the developer or his attorneys. In order to assist with this process, the transfer attorneys will after registration of the transfer of the unit into the name of the purchaser, subject to receipt of payment in the amount mentioned in clause C(i), provide the council with a spreadsheet containing the details of the purchaser, in order for the council to open an account in the name of the purchaser. Notwithstanding the above mentioned, the purchaser understands that it is still his/her/its responsibility to ensure that the rates and taxes account has indeed been opened at the council and undertakes that he/she/it will attend to the City Council timeously in order to confirm that the account has been opened. The developer's attorneys will provide the purchaser with a letter confirming registration, which will be sent to the purchaser via e-mail once the deeds office records reflect that the purchaser is now the owner of the unit.

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14 MANAGING AGENT

The developer will appoint a managing agent to manage the development.

15 INSURANCE

- 15.1 The developer will, pending the establishment of the body corporate, procure that the buildings are insured against such risk and for such amounts as it may in its sole discretion determine prior to the opening of the sectional title register.
- 15.2 If, before the purchaser takes transfer of the unit, the building is damaged or destroyed in such a way that the purchaser is (or the parties agree that he will be) deprived of beneficial occupation of the section for a period more than six months, either party shall have the right by notice to the other to cancel this agreement. The purchaser shall not do or permit to be done any act, matter or thing as a result of which any insurance policy held by the developer or the body corporate in respect of the building may be rendered void or voidable or as a result of which the premiums in respect thereof may be increased.

16 RULES

It is recorded that the conduct rules as substituted by the developer for the rules promulgated in terms of the Sectional Title Management Act are applicable to the development. The provisions of the rules insofar as they cast any duty on the owner or occupier of the unit shall bind the purchaser and be enforceable by the developer, the appointed managing agents, and/or the body corporate. The purchaser warrants that he/she/it understand and will adhere to these rules in the interests of all owners of the development.

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17 CONDITIONS

This sale is subject to all existing conditions, servitudes and the like applicable to the property, and any conditions that may be imposed by the developer at the time of the opening of the sectional title register.

18 HANDOVER

- 18.1 The purchaser shall, in conjunction with the developer, inspect the section prior to taking occupation thereof. The results of the inspection shall be recorded and signed by the purchaser on an occupation checklist (which is not a snag list) as per the draft example attached as annexure "E".
- 18.2 Any patent defects discovered pursuant to the occupation inspection shall be noted on the snagging list referred to in clause 18.2 and shall be remedied as per the provisions of Clause 18.5.
- 18.3 The purchaser shall within 10 (ten) days of taking occupation advise the developer in writing of all or any patent defects in the section. This will be done by the completion of a snagging list as per the draft example attached hereto as annexure "F".
- 18.4 If the purchaser fails to submit a snagging list, and/or fail to submit a snagging list timeously, as per clause 18.2, he/she/it shall be deemed to have accepted the section free of snags and there will be no obligation on the developer to attend to any snags listed in the snagging list or any defects claimed.
- 18.5 The developer shall cause all or any reasonable defects noted on the snagging list to be attended to within 60 (sixty) days of receipt of the snagging list from the purchaser. The purchaser shall give the developer reasonable access during normal business hours to the section to attend to same.
- 18.6 In the event of a dispute as to whether any defect on the snagging list is reasonable and as such requires to be attended to by the developer, a certificate by the developer's architect (acting as an expert and not as an arbitrator) shall be final and binding on the parties.
- 18.7 The purchaser shall be entitled to submit one snagging list only. The purchaser will be responsible for ensuring that the developer is placed in possession of the snagging list.
- 18.8 Pending the developer's attention to the snagging list submitted by the purchaser, the purchaser shall not be entitled to withhold performance of any of his obligations in terms of this agreement. Without detracting from the generality hereof, the purchaser shall not be entitled to withhold or instruct his financiers to withhold payment of any portion of the purchase price or to refuse to take occupation of the section or to pay occupational rental.
- 18.9 All documents that require completion by the developer and the purchaser in terms of this clause shall be signed and dated by the parties.

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18.10 The purchaser acknowledges that his signature of his financier's letter of satisfaction (the Happy Letter) constitutes confirmation that the section has been constructed in accordance with annexures B and C and the agreed specifications. The purchaser furthermore will not be entitled to withhold signature on the grounds of the presence of snags in the section or any alleged delay or failure by the developer to attend to same. Signature of the letter will not mean that there are no snags in the section or that the snags have been attended to by the developer.

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18.11 Save as specifically set out in this agreement, and in the specifications hereto the developer has made no representations and given no warranties in respect of the unit or the buildings or in respect of anything relating thereto.

18.12 Subject to clause 18.11 hereof, the purchaser shall have no claim against the developer for any discrepancies between the boundaries and areas of the proposed section and the exclusive use areas and the final and completed section and exclusive use areas wherever applicable. The extents of the section and exclusive use areas as indicated in this agreement will not differ by more than 5% of the area indicated on the sectional plan.

18.13 Subject to 18.11 hereof the developer may at its sole discretion make all reasonable alterations or amendments of whatsoever nature to the site development plan and building plans or alterations which are deemed necessary by the land surveyor, architect, engineer or local authority without prior notice to the purchaser. The purchaser shall have no claim against the developer arising out of such alterations or amendments.

18.14 The purchaser acknowledges that the developer shall have the final decision regarding the aesthetic appearance of both the common property of the development and the exterior of the unit hereby purchased.

18.15 All communications addressed to the developer by the purchaser whether in respect of alleged defects in the unit or in respect of any other matter contained in this agreement shall be in writing. The developer shall not be obliged to acknowledge any verbal communication.

19 NUMBERING OF SECTIONS AND EXCLUSIVE USE AREAS

19.1 The purchaser acknowledges that consequent upon approval of the sectional plan and the delineation thereon of the exclusive use areas, the numbering of the sections and exclusive use areas and the physical location of parking bays may change.

19.2 The developer undertakes to record such changes if any in an addendum to this agreement as soon as possible after such changes become known.

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20 PHASE DEVELOPMENT

- 20.1 It is recorded that the developer can construct and register the development in 2 or more phases and that the total number of units in the development is not expected to exceed 66.
- 20.2 The developer will register the right to extend as provided for in this clause in terms of Section 25 of the Act at the time the Sectional title register is opened.
- 20.3 The developer reserves to itself the right to vary the number of phases, the number of units therein and their position within the development together with that of the parking bays and open parking bays in accordance with prevailing market conditions.
- 20.4 A sketch plan showing the proposed phased development of the scheme is attached as Annexure I for information purposes only.
- 20.5 Buildings works will still take place at the development known as "232 ON KENT" up and until final completion of the last phase of development. The Developer makes no warranties or representations regarding the change of views/scenery, safety, noise, working hours, obstructions or other reason associated with the construction of the remaining phases, but not limited thereto. The purchaser hereby acknowledges the above and shall not obstruct and/or prevent the developer or any of its sub-contractors and/or employees from fulfilling their duties, obligations and exercising their proprietary rights in completing the phase development.

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21. EXTRAS

The developer shall not be obliged at any stage to agree to any extras, omissions, variations or changes of any nature whatsoever to the unit other than the optional extras set out in annexure "D". The cost of the optional extras shall be added to the purchase price as set out in clause C(a) in the main agreement.

21 FINISHES

The developer reserves the right to substitute or replace any of the finishes with an equivalent or improved product should problems of availability or for any other reason be encountered. The optional extras listed in Annexure D (Schedule of finishes and Development Specifications) are the only extras that will be available to choose from. The cost of any optional extra chosen by the purchaser will be added to the purchase price as indicated at clause C(a) of the main agreement.

Please initial here that you have read and understood the above information and agree to the terms and conditions as listed in the above paragraphs. X _____

22 HOUSING CONSUMERS PROTECTION MEASURES ACT

22.1 This agreement is subject to the provisions of the Housing Consumers Protection Measures Act and all regulations and rules prescribed thereunder.

22.2 In terms of the provisions of section 13(2) of the National Consumer's Protection Measures Act the developer gives the following warranties enforceable by the purchaser against the developer in any court namely that-

(a) the buildings constructed or to be constructed in terms of this agreement-

- (i) is/are or shall (if they still need to be erected in terms of this agreement) be constructed in a workmanlike manner;
- (ii) is/are or shall be fit for habitation; and
- (iii) is/are or shall be constructed in accordance with-
 - (aa) the NHBRC Technical Requirements to the extent applicable to the buildings at the date of enrolment of the buildings with the council; and
 - (bb) the plans and specifications annexed to this agreement;

(b) the developer shall-

- (i) subject to the limitations and exclusions that may be prescribed by the Minister, at the cost of the developer and upon demand by the purchaser, rectify major structural defects in the buildings caused by the non-compliance with the NHBRC Technical Requirements and occurring within a period of five years as from the occupation date, and notified to the developer by the purchaser within that period;
- (ii) rectify non-compliance with or deviation from the terms, plans and specifications of the agreement or any deficiency related to design, workmanship or material notified to the developer by the purchaser within a period of three months as from the occupation date; and
- (iii) repair roof leaks attributable to workmanship, design or materials occurring and notified to the developer by the purchaser within 12 months as from the occupation date.

23 CONSUMER PROTECTION ACT, 68 of 2008

23.1 It is recorded that the developer is a producer as defined in the Consumer Protection Act ("the Act") and that the unit is sold with an implied warranty of quality, as more fully set out in the Act, in that the purchaser is entitled to receive the unit on the basis that

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- 23.1.1 it will be reasonably suitable for the purposes for which it is generally intended;
- 23.1.2 it will be of good quality, in good working order and free of any defects subject to the time limits set out in the Act.
- 23.1.3 it will be usable and durable for a reasonable period of time having regard to the use to which it would normally be put and to all the surrounding circumstances of its supply except to the extent that unit and the buildings have been altered after having left the control of the developer.
- 23.2 The purchaser acknowledges having thoroughly inspected all the annexures to this agreement and is accordingly satisfied that the unit and the building in which it is situated and the proposed development as a whole will be adequate for the purpose for which he has purchased the unit.

24 MODELS, BROCHURES & PAMPHLETS

- 24.1 The purchaser acknowledges that all artistic, architectural, photographic and in any way visual presentation material including but not limited to models, brochures and pamphlets, used by the seller or its Agent in the marketing and selling of the Unit/s or exclusive use areas hereby purchased and sold, have been prepared and distributed as advertising material only; and that the seller shall in no way be bound and the purchaser shall have no claim in respect of any information stated therein or impression conveyed thereby; and that no representation is thereby made by the seller, and that the parties shall be bound by the terms contained in this agreement only. It is further recorded that all furniture and fittings shown on the attached plans are for illustration purposes only and that the finishing schedule shall sufficiently detail the schedule of finishes in the Unit or Section.

25 CONTINUED MARKETING

- 25.1 If this agreement is subject to the purchaser requiring mortgage loan finance, contemplated in clause 4.1 above, then:
- 25.1.1 The purchaser acknowledges that the seller shall be entitled to continue to market the property through the agent and accept other offers through the agent in respect of the property.
- 25.1.2 The seller shall be obliged to proceed with the first offer where all the suspensive conditions are fulfilled, and where written confirmation is received by the Conveyancer in this regard. All other accepted offers will thus be terminated, and the Parties reciprocally and irrevocably acknowledge that they shall have no further claims against one another arising out of these Agreements.

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25.2 For purposes of clause 25.1.2 above, it will only be accepted that the bond approval suspensive condition (clause 4) has been fulfilled if all conditions attaching to such bond approval, given by the financial institution, has been complied with and such approval has therefore become unconditional.

26 RESALE

Prior to transfer the purchaser shall not sell, or advertise for sale, or in any other manner dispose of or part with (whether temporarily or otherwise) the unit, except with the written consent of the developer which consent may be given subject to such terms and conditions as the developer in its sole discretion may impose. This clause will apply mutatis mutandis in the event of the purchaser being a company or close corporation and the shareholder/member requires the shares/members interest and loan accounts to be sold rather than the unit. Nothing contained in this clause shall be construed as preventing the purchaser from advertising the unit for rental.

27 BREACH

27.1 Should the purchaser commit a breach of any terms or conditions of this agreement or of the rules referred to in clause 16 above, all of which shall be deemed to be material, then, without prejudice to the developer's rights, after a notice has been sent to the purchaser to his domicilium citandi et executandi selected in terms of this agreement, requiring the purchaser to rectify the breach in question within seven days of date of receipt of the notice and the purchaser fails to remedy the breach, the developer shall have the right to—

27.1.1 cancel this agreement of sale and claim payment of all arrear monies due; and
 27.1.2 retain all monies paid by the purchaser (including the deposits referred to in C(c) in the main agreement) under this agreement of sale prior to cancellation either as "rouwkoop" or by way of a penalty, or as liquidated damages or as payment in respect of the damages which the parties hereby agree will be suffered by the developer because of the abovementioned breach; or

27.1.3 in lieu of exercising its rights under 27.1.1 and 27.1.2 hereof, the developer may cancel the agreement of sale and claim and recover from the purchaser such damages as he may be able to prove he has suffered including legal costs on an attorney and client scale and the developer shall –

27.1.3.1 be entitled to retain all payments made by the purchaser prior to the cancellation until the actual amount of damages has been determined by a court; and

27.1.3.2 thereupon set off such damages against the amount referred to in 27.1.2 hereof.

27.1.3.3 claim specific performance by the purchaser of his obligations in terms of this agreement of sale.

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- 27.2 Notwithstanding the provisions of clause 27.1 above, the Developer shall be entitled to cancel the sale without notice to the purchaser if the deposit payable in terms of clause 2.2.2 has not been paid.

28 TRUSTEE FOR A COMPANY

- 28.1 If the signatory to this agreement as purchaser is acting as a trustee or agent for a company which has not yet been formed or registered, the person so signing shall be deemed to be personally bound as purchaser in terms of this agreement if within thirty days of date of signature hereof the company –
- 28.1.1 is not formed, incorporated or registered;
 - 28.1.2 does not obtain a certificate to commence business;
 - 28.1.3 does not ratify and adopt this agreement
- 28.2 If the events referred to in clauses 28.1.1, 28.1.2 and 28.1.3 do take place within the said period of thirty days, the signatory referred to in 28.1 above by his signature to this agreement binds himself in favor of the developer as surety and co-principal debtor with the company under renunciation of the benefits of excussion and division for the due and punctual performance by the company of all its obligations arising out of this agreement or any cancellation thereof.

29 CONDITIONS PRECEDENT

- 29.1 The operation of this agreement is subject to the fulfilment of the following conditions precedent which have been imposed for the benefit of the developer:
- 29.1.1 that the developer obtains adequate finance to fund the development;
 - 29.1.2 that the developer is able to achieve the number of presales as required by its financiers;
 - 29.1.3 that should the development not proceed for any reason the developer shall repay to the purchaser all amounts paid on account of the purchase price together with any interest accrued thereon.

30 DOMICILIA CITANDI ET EXECUTANDI

- 30.1 The parties hereby choose as their respective *domicilia citandi et executandi* their addresses as set out in clause A of the main agreement for all purposes arising out of or in connection with this agreement at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination, may validly be served upon or delivered to the parties.
- 30.2 Any notice given and any payment made by any party to the other which –
- 30.2.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be prima facie evidence of having been received by the addressee at the time of delivery;

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30.2.2 is posted by pre-paid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be rebuttably presumed to have been received by the addressee on the fifth day after the date of posting;

30.2.3 is sent by a facsimile copier/email during the normal business hours of the addressee to the addressee's domicilium for the time being shall be rebuttably presumed to have been received on the date of successful transmission thereof.

31 GENERAL

- 31.1 This agreement together with its annexures constitutes the entire agreement between the parties. No other terms, conditions, stipulations, undertakings, representations, or warranties shall be of any force or effect except as expressly included herein. No variation of, addition to, mutual cancellation or amendment of this agreement and no waiver by either party of any of its rights hereunder shall be of any force or effect unless reduced to writing and signed by the developer and the purchaser or their duly authorized agents.
- 31.2 If this agreement is signed by more than one person as purchaser, the obligations of all the signatories shall be joint and several. If this agreement is not signed by all the persons named as purchasers, this agreement shall nonetheless be binding on the purchasers who have signed this agreement.
- 31.3 If a purchaser is married in community of property his or her spouse's signature to this agreement is not required to constitute a valid and binding agreement.
- 31.4 No latitude, extension of time or other indulgence granted by the developer to the purchaser in respect of any of the purchaser's obligations in terms of this agreement shall under any circumstances be considered to be an implied consent by the purchaser or operate as a waiver or a novation of , or otherwise affect any of the developer's rights in terms of this agreement or prevent the developer from enforcing at any time and without notice strict and punctual compliance with each and every provision or term of this agreement, nor shall such latitude, extension of time or other indulgence discharge or otherwise affect the liability of any person who may be or become bound in terms hereof as surety for and co-principal debtor with the purchaser.
- 31.5 The purchaser shall be liable for all legal costs incurred by the developer in enforcing the terms of this agreement, on an Attorney and own client scale, including collection commission.

32 OFFER TO PURCHASE

- 32.1 Signature of this agreement by the purchaser shall be deemed to constitute an offer by the purchaser to the developer to enter into this agreement, which offer shall not be capable of revocation or withdrawal by the purchaser for a period of 7 (seven) days after signature of this agreement by the purchaser and shall be binding upon acceptance hereof by the developer, at

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any time prior to the lapsing of the 7 (seven) day period mentioned above, irrespective of notification of acceptance to the purchaser. Failure by the developer to accept this offer within the 7 (seven) day period after signature by the purchaser, shall cause this offer to lapse.

32.2 This agreement shall be binding on the developer only when duly signed by it until which time no obligation or liability on the part of the developer shall be deemed to exist. It shall not be necessary for the developer to communicate to the purchaser its acceptance of the offer constituted in terms hereof for this agreement to become valid and binding.

32.3 Notwithstanding the provisions of clause 32.1 above, the purchaser shall nonetheless be obliged to apply for mortgage finance as provided for in clause 4, if required.

Date Place

Purchaser 1

Purchaser 2

_____ who by his signature hereto warrants his capacity to sign this contract (individual or Entity)

Purchaser's spouse
(if married in community of property)

Date Place

Developer

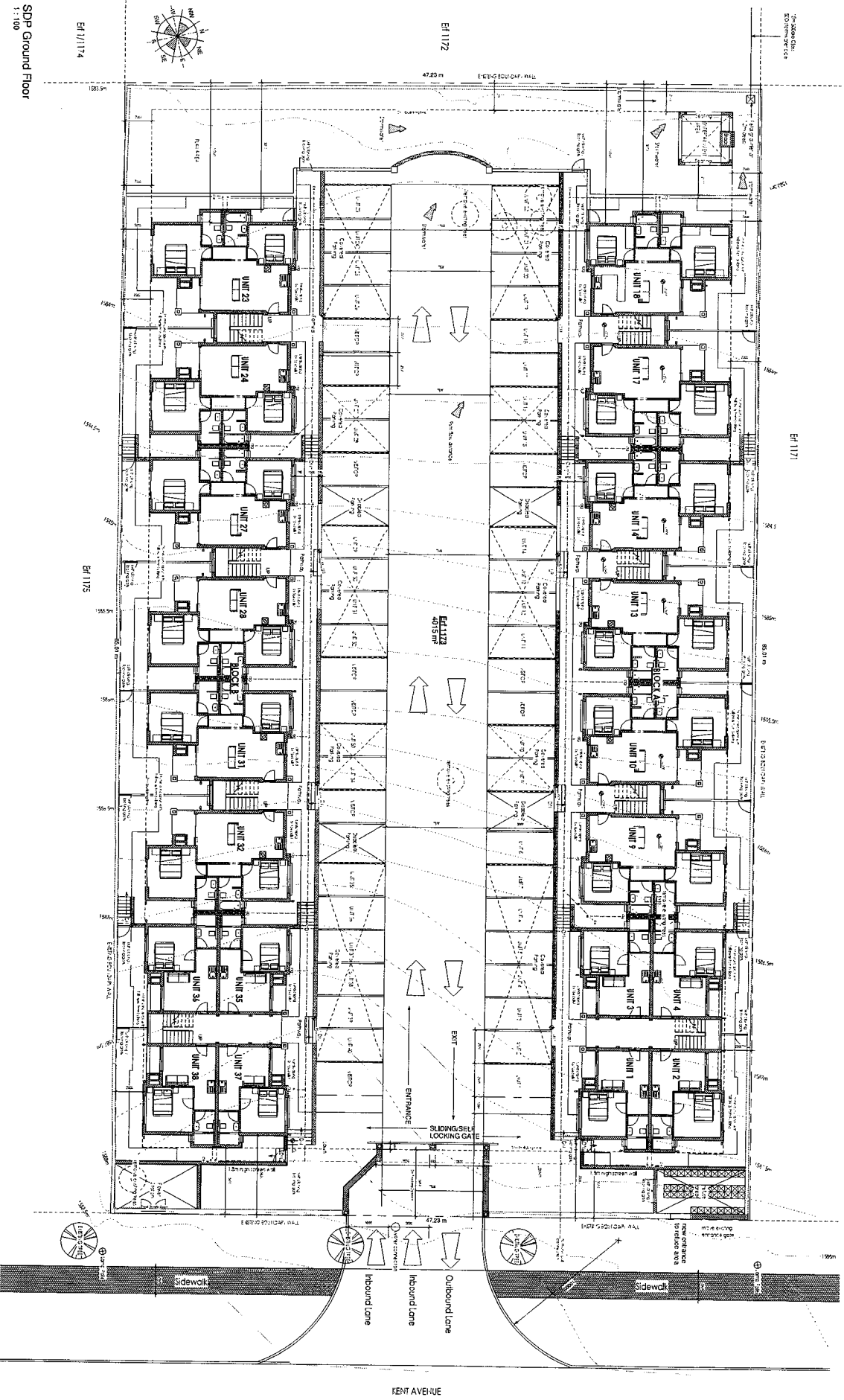
Date Place

Agent

Signed By Gert Jacobus du Plessis: _____

Principal Property Practitioner, hereby certifying that the Agreement has been concluded under my supervision as required in terms of the Property Practitioners Act, 22 of 2019, read with the Property Practitioners Regulations, 2022. I hereby warrant the validity of my Fidelity Fund Certificate as at the date of the signature of this agreement.

Please initial here that you have read and understood the above information and agree to the terms and conditions as listed in the above paragraphs. X _____



SDP Ground Floor
1:100

Et/1174

Et/1172

Et/1171

Et/1173

KENT AVENUE

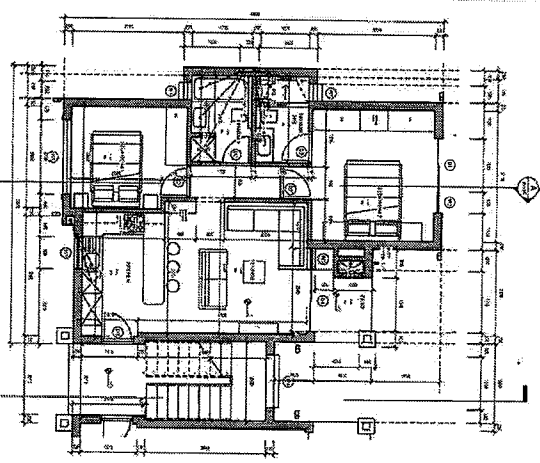
ARCHITECTURE:

A.L.F. DESIGN ARCHITECTS
 ARCHITECTS
 232 on KENT, DVS Property Development, PTY LTD, New Fendale

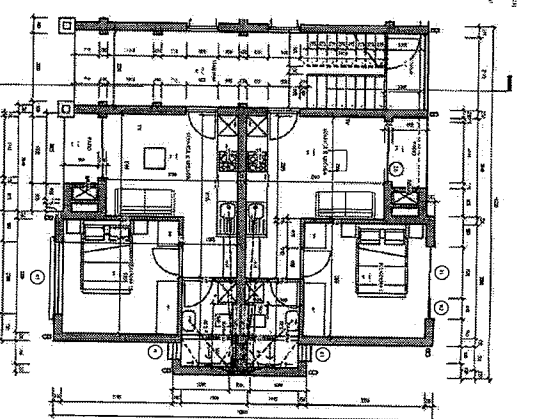
Ground Floor

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| OWNER/SUBMITTER | INGENIER SCHMIDTKE |
| CLIENT NO. | ALSO PROJECT NO. |
| DATE | PROJECT NAME |
| SCALE | DATE |
| PROJECT NO. | DATE |
| DATE | DATE |

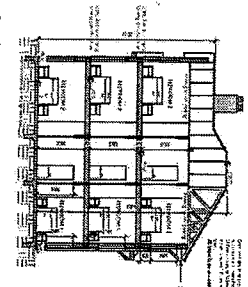
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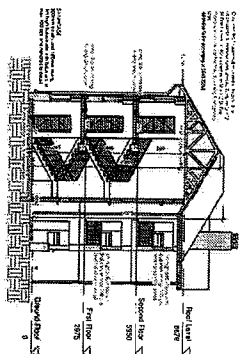
2 Bedroom Unit Plan (Ground Floor)
1:50



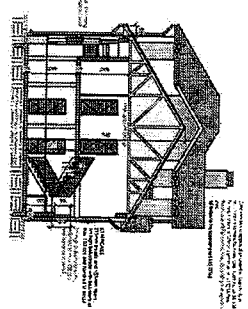
1 Bedroom Unit Plan (Ground Floor)
1:50



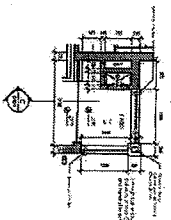
Section A
1:100



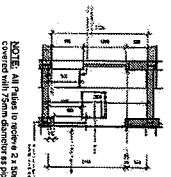
Section B
1:150



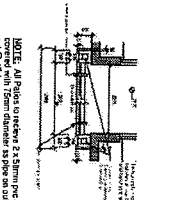
Section D
1:100



2 Bedroom Unit Patio Plan
1:50



Section C
1:50



Stairway Patio Plan
1:50

NOTE: All Patios to include a 2.5mm PVC outlet cover with 75mm diameter as pipe on outside - cut @ 45degrees

NOTE: All Patios to include a 2.5mm PVC outlet cover with 75mm diameter as pipe on outside - cut @ 45degrees

NOTE: All Patios to include a 2.5mm PVC outlet cover with 75mm diameter as pipe on outside - cut @ 45degrees

NOTE: Gas meters to be installed from floor to gas line

NOTE: All Risers to be 2.5mm PVC outlet cover with 75mm diameter as pipe on outside - cut @ 45degrees

20/04/21 21/01/2021

NOTE: THESE QUANTITIES ARE PER UNIT

| Quantity | Description | Quantity | Description |
|----------|---|----------|---|
| Q1 | Standard Aluminium Window 1200mm x 1500mm | Q2 | Standard Aluminium Window 1200mm x 1800mm |
| Q3 | Standard Aluminium Window 1500mm x 1800mm | Q4 | Standard Aluminium Window 1800mm x 1800mm |
| Q5 | Standard Aluminium Window 1200mm x 2100mm | Q6 | Standard Aluminium Window 1500mm x 2100mm |

NOTE: THESE QUANTITIES ARE PER UNIT

| Quantity | Description | Quantity | Description |
|----------|---|----------|---|
| Q7 | Standard Aluminium Window 1200mm x 1500mm | Q8 | Standard Aluminium Window 1200mm x 1800mm |
| Q9 | Standard Aluminium Window 1500mm x 1800mm | Q10 | Standard Aluminium Window 1800mm x 1800mm |
| Q11 | Standard Aluminium Window 1200mm x 2100mm | Q12 | Standard Aluminium Window 1500mm x 2100mm |

Window Legend
1:50

ALF DESIGN ARCHITECTS
 232 on KENT, DWI Property Development PT LTD, New Development on Br 1173, Franchise

ARCHITECTURE
 232 on KENT, DWI Property Development PT LTD, New Development on Br 1173, Franchise

CLIENTS
 DWI PROPERTY DEVELOPMENT PT LTD

DATE
 20/04/21

SCALE
 1:50

PROJECT
 232 on KENT, DWI Property Development PT LTD, New Development on Br 1173, Franchise

DESIGNER
 ALF DESIGN ARCHITECTS

DATE
 20/04/21

SCALE
 1:50

PROJECT
 232 on KENT, DWI Property Development PT LTD, New Development on Br 1173, Franchise



DVR PROPERTY DEVELOPMENT (Pty) Ltd.

Property Development, Project Management and Construction

2020/860731/07 * VAT no: 4040192520

Tel: 011 869 3929 * 011 869 3930 * 011 907 1510 * Fax: 086 457 0801

P.O. Box 18, KLIPRIVER, 1871

sales@dvrpropdev.co.za / admin@dvrpropdev.co.za

STANDARD BUILDING SPECIFICATIONS AND SCHEDULE OF FINISHES FOR

232 on KENT

STAND NO: 1173

10.08.2022

PLAN TYPE: As per concept plan supplied

TOWNSHIP: FERNDALE

All items specified hereunder shall be binding, unless specified by the buyer and that changes will be seen as an extra and the buyer will be liable for the amount, specifically stated under the heading **ADDITIONAL SPECIFICATIONS**.

The owner shall not have the right, either personally or through his Agents to issue any instructions to any Sub-Contractor or employee of the main contractor, without the written consent of **DVR PROPERTY DEVELOPMENT PTY LTD.**

1. BRICKWORK

- 1.1 The building will be built according to the Architects drawings and specifications and will comply with municipal regulations.
- 1.2 Foundations: Raft foundation to Engineer's specification.
- 1.3 Floors to have a screed and prepared for the various finishes as specified.
- 1.4 All bricks to be SABS approved.
- 1.5 Exterior walls: Approved stock bricks 222mm x 90mm x 70mm plastered and painted.
- 1.6 Demarcated areas to have approved semi face brick.
- 1.7 Exterior walls to be plastered and finished off in approved colour.
- 1.8 Certain areas to receive cladding as per drawings.
- 1.9 Interior walls: Approved stock bricks 222mm x 90mm x 70mm and finished off with smooth plaster and 2 (two) coats interior acrylic.
- 1.10 Interior walls: To receive tiling in specified areas.

2. WINDOW SILLS

- 2.1 Exterior: Brick on edge, plastered.
- 2.2 Internal: tiles as specified.

DVR: _____ Purchaser 1: _____ Purchaser 2: _____ Agent: _____

3. WINDOWS

- 3.1 Aluminium windows as per window schedule – to approved Fenestration schedule - window frames.
- 3.2 Curtain rails: Lounge – double; Bedrooms – double; Kitchen & Bathrooms – single.

4. DOORS AND DOOR FRAMES

- 4.1 Entertainment area: lounge to be fitted with an aluminium sliding door.
- 4.2 **Aluminium stacker door in lounge – optional extra, R15 000 (VAT included).**
- 4.3 Front door: Horizontal slatted Wood.
- 4.4 Internal doors: 40mm thick hollow core door, handles @ 900mm AFFL.
- 4.5 Internal doors to be 2100 h x 815mm opening w.
- 4.6 All internal doors to have 2 hinges.
- 4.7 All doorstops internal to be SS magnet type.

5. ROOF TRUSSES AND COVERING

- 5.1 Roof to be manufactured and erected with pre-fabricated roof trusses to be spaced according to roof Engineer.
- 5.2 Roof covering: Clay tiles with approved underlay – Marley Brown Double Roman.
- 5.3 Timber treatment: Roof overhangs sprockets to be sealed in a dark colour. Exposed rafters to be sealed in dark colour.
- 5.4 AEROLITE roof insulation, or similar, installed on top of ceiling.
- 5.6 Standard Gypsum Ceiling boards to top floor units only.
- 5.7 Gutters, seamless Chromadek gutters mounted on 255mm x 15mm Nutecfibre cement facia.

6. FLOOR COVERINGS

- 6.1 Entertainment area, TV room, kitchen, scullery, pantry, dining room, lounge, entrance foyer and hall tiles installed by specialist.
- 6.2 Bedrooms: tiles installed by specialist.
- 6.3 All skirting's 75mm high tiles throughout except to areas with wall tiles.
- 6.4 Shower cubicles: tiles installed by specialist. Shower cubicle floors to be suitably waterproofed prior to sloping screed & tiling. Ditto for plastered and tiled shower walls.
- 6.5 Bathrooms to be tiled up to Ceiling.
- 6.6 Kitchen to be tiled between wall units.
- 6.7 Balcony/ Stoep area to be tiled with approved nonslip tiles, and tile skirting 75mm high and stoep to receive 2 x 50mm PVC outlets.

7. BUILT-IN CUPBOARDS and KITCHEN

- 7.1 Second bedroom cupboards: Melamine doors and melamine inside.
- 7.2 Main bedroom cupboards: Melamine doors and melamine inside.
- 7.3 Kitchen Internal: Melamine doors and melamine inside.
- 7.4 Ceaser Stone tops in Kitchen.

8. SANITARY WARE

- 8.1 Type and colour: Standard White.
- 8.2 Bath and basin: As per Sanitary list.
- 8.3 Main bathroom: Cabinet selected with Ceaser Stone tops.
- 8.4 Second bathroom: Cabinet selected with Ceaser Stone tops.
- 8.5 Toilet and cistern: White glazed porcelain, close couple.
- 8.6 Kitchen sink: Franke, satin finish single bowl.
- 8.7 Taps: Pillar taps.
- 8.8 Shower doors: walk in shower with glass panel.
- 8.9 One solar geyser (150 litre) per unit installed on North Facing side of roof.
- 8.10 Each safety tray shall have a 50mm discharge pipe leading to the outside of the building.
- 8.11 Washing machine point with outlet in bathroom.
- 8.12 Dishwasher point with outlet in kitchen.

9. PLUMBING

- 9.1 Reseal traps to all waste fittings and to be accessible for repairs and maintenance.
- 9.2 Waste pipe size to be 50mm DIA.
- 9.3 Soil pipe sizes to be 110mm DIA.
- 9.4 Waste pipes exceeding 6m to be vented.
- 9.5 All traps on waste fittings on a one-pipe system to be fitted with vent valves.
- 9.6 All hot water pipes to be insulated.

10. PAINTING

- 10.1 One coat undercoat and 2 coats Universal paints. Super Acrylic PVA to internal walls and ceilings.
- 10.2 Internal doors: Hollow core wooden veneer varnished twice with diluted varnish satin finish.
- 10.3 External walls: plastered over and two coats Universal Paints Semitex.

11. ELECTRICAL INSTALLATION

- 11.1 Positions of the DB board, electrical outlets and switches, TV and phone points indicated on the plan, may for practical reasons, need to be altered/omitted and such alterations will be at the Developers discretion.
- 11.2 Connection to the following equipment to be provided: Stove and extractor.
- 11.3 As far as possible only one circuit per conduit will be permitted. Appliance circuits in the laundry and kitchen must be dedicated circuits.
- 11.4 Fibre point and DSTV point in each Unit.
- 11.5 Downlights in all other areas as per electrical layout.
- 11.6 3 Spot on track in Kitchen.

12. GAS INSTALLATION

- 12.1 Gas stove in kitchen, gas installation in accordance with relevant legislation authorized installer and with safety shut off valve at appliances.
- 12.2 Fire extinguishers supplied and installed by Fire Specialist.

13. CEILINGS

- 13.1 Standard Gypsum ceiling board to underside of trusses to top floor units only with cove cornice.

14. TOWEL AND SHOWER RAILS

- 14.1 To be supplied.

15. BALUSTRADES and CARPORTS

- 15.1 Steel balustrades, painted.
- 15.2 Arched steel carports with Chromadek IBR roof sheeting.

16. GARDEN GATES and ENTRANCE GATE

- 16.1 Steel gates to be provided between ground floor units as indicated on the site layout.
- 16.2 Steel entrance gates to be provided with 2 x remotes per unit.

17. GLAZING

- 17.1 Clear sheet glass generally, obscure glass to bathrooms.
- 17.2 Double Glazing as per window schedule.
- 17.3 All glass to conform to National Building regulations in respect of thickness and type in relation to size and position.

18. IRON MONGERY

- 18.1 Internal doors are to be fitted with two lever brass locksets. Satin chrome finish on handles.
- 18.2 External doors are to be fitted with three lever brass locksets. Satin chrome finish on handles.

19. HOUSE NUMBER

- 19.1 To be supplied.

20. SITE CLEARING

20.1 The property will be cleared of visible rubble. The existing natural contours of the site will generally be retained and only undue hillocks and mounds will be removed.

21. LANDSCAPING AND GARDENING

21.1 Landscaping: Grass to be planted as per site layout, except in demarcated areas.

21.2 Landscaping: Allowance to be made for sprinkler system and 100mm conduits under paved areas with marked IE.

22. FINISHES

22.1 The owner hereby acknowledges and agrees that the choice of finishes will be limited to the range offered by the industry as per this SPECIFICATION and FINISHES SCHEDULE and shall be subject to availability thereof. If the chosen SPECIFICATION should not be available, the builder shall substitute it with a SPECIFICATION similar in quality and cost, to be approved by the Architect BUILDING STANDARDS.

22.2 All construction procedures and standards will be in accordance with the requirements of the NHBRC and national building regulations SANS 10400.

23. GENERAL

23.1 Boundary wall, plastered and painted with 8 strand electric fencing on top, powered by an energizer.

23.2 Dividing wall between properties, semi face brick as shown on the site layout.

23.3 Refuse area, 1.8m high semi face brick wall, plastered and painted internally.

23.4 Built in fire place and braai to be selected by developer.

23.5 Roads to be paved from the road to the carport as per architects drawings and specifications.

23.6 Paving around the buildings: Cement pavers as per paved area shown on the site layout.

23.7 Outside steps.

Thus done and signed at _____ on this ___ day of _____ 20__

As Witnesses:

1. _____

DVR Property Development (Pty) Ltd

2. _____

DVR: _____ Purchaser 1: _____ Purchaser 2: _____ Agent: _____

Thus done and signed at _____ on this _____ day of _____ 20 _____

As Witnesses:

1. _____

SELLING AGENT

Purchaser (1)

Purchaser (2)

AGENT'S PROFESSIONAL FEE ANNEXURE TO OFFER TO PURCHASE

| | |
|-------------------------------------|--|
| DEVELOPMENT: | 232 On Kent |
| PROPERTY OR UNIT DISCRPTION: | |
| SELLER/DEVELOPER: | DVR Property Development Pty Ltd |
| PURCHASER: | |
| JOINT PURCHASER: | |
| AGENT: | Huize mark Centurion represented by _____ |

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 present) 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 | |

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. Estate Agents 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.

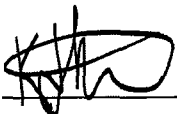
Whilst it may seem that these questions do constitute unwarranted intrusion into your affairs, we ask that you do complete the questionnaire fully, and we give our undertaking that the information supplied will not be divulged to any unauthorised person or instance.

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 Estate Agent 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 consultant is registered with the ESTATE AGENCY AFFAIRS BOARD, (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,



Managing Director
HUIZEMARK PLUS GROUP

Purchaser/lessee FICA questionnaire - Natural persons

To be completed by the client (person completing the questionnaire) dealing with the Huizemark Plus Group

1. Full name & surname (ie the person completing this Questionnaire)? _____
2. Are you a South African citizen / permanent resident? Yes No
3. Are you dealing with the Huizemark Plus Group on behalf of another person (ie a Principal)? Yes No
If yes, Principal's full name: _____
4. If you are dealing with the Huizemark Plus Group 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 the Huizemark Plus Group on your behalf (ie a Representative)? Yes No
If yes, what is that Representative's full name? _____
6. What is the source of that Representative's authority to deal with the Huizemark Plus Group on your behalf?
Authorisation letter Power of attorney Other similar instrument
7. Describe the type of service you seek from the Huizemark Plus Group, 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 the Huizemark Plus Group 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? (ie 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? If "yes", please indicate the position that you occupy(ied) Yes No
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? If "yes", please indicate that position that you occupy(ied). Yes No
- | | |
|--|---|
| <input type="checkbox"/> President or deputy president of South Africa | <input type="checkbox"/> Manager or CFO of a municipality |
| <input type="checkbox"/> Leader of a political party | <input type="checkbox"/> Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity |
| <input type="checkbox"/> Cabinet minister or deputy minister | <input type="checkbox"/> Head, accounting officer or CFO of a national or provincial department |
| <input type="checkbox"/> Member of a royal family | <input type="checkbox"/> Ambassador, high commissioner or other senior representative of a foreign country based in South Africa |
| <input type="checkbox"/> Premier of a province | <input type="checkbox"/> 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 |
| <input type="checkbox"/> Senior traditional leader | |
| <input type="checkbox"/> MEC of a province | |
| <input type="checkbox"/> Judge | |
| <input type="checkbox"/> 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___

Office: 087 940 9110 | Email: plusgroup@huizemark.com | www.huizemarkplus.com  Huizemark Plus Property



Joint Purchaser/lessee FICA questionnaire - Natural persons

To be completed by the client (person completing the questionnaire) dealing with the Huize mark Plus Group

1. Full name & surname (ie the person completing this Questionnaire)? _____

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

3. Are you dealing with the Huize mark Plus Group on behalf of another person (ie a Principal)? Yes No

If yes, Principal's full name: _____

4. If you are dealing with the Huize mark Plus Group 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 the Huize mark Plus Group on your behalf (ie a Representative)? Yes No

If yes, what is that Representative's full name? _____

6. What is the source of that Representative's authority to deal with the Huize mark Plus Group on your behalf?

Authorisation letter Power of attorney Other similar instrument

7. Describe the type of service you seek from the Huize mark Plus Group, 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 the Huize mark Plus Group 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? (ie 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? If "yes", please indicate the position that you occupy(ied) Yes No

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


- | | |
|--|---|
| <input type="checkbox"/> President or deputy president of South Africa | <input type="checkbox"/> Manager or CFO of a municipality |
| <input type="checkbox"/> Leader of a political party | <input type="checkbox"/> Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity |
| <input type="checkbox"/> Cabinet minister or deputy minister | <input type="checkbox"/> Head, accounting officer or CFO of a national or provincial department |
| <input type="checkbox"/> Member of a royal family | <input type="checkbox"/> Ambassador, high commissioner or other senior representative of a foreign country based in South Africa |
| <input type="checkbox"/> Premier of a province | <input type="checkbox"/> 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 |
| <input type="checkbox"/> Senior traditional leader | |
| <input type="checkbox"/> MEC of a province | |
| <input type="checkbox"/> Judge | |
| <input type="checkbox"/> 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____

Office: 087 940 9110 | Email: plusgroup@huizemark.com | www.huizemarkplus.com  Huize mark Plus Property

