

Jabulani - Jabulani Junction – July 2025

Applicant	
Co-Applicant	
Stand	
Date	

Signature	
Signature	
Sales Agent	
Ext	
Size	
Typology	

Floor	Block	M2	x	Staight unit	x	Corner Unit
Ground		41		R679 900,00		R684 900,00
First		41		R669 900,00		R674 900,00
Second		41		R669 900,00		R674 900,00
Third		41		R659 900,00		R664 900,00

(Handwritten signature)





PROPERTY SALES AGREEMENT

For

Jabulani Junction
Portion 15 of Erf 2612
Jabulani Extension 1

Table of Contents

1. ANNEXURES:	2
2. SELLER	2
3. PURCHASER(S).....	2
4. DEVELOPER AND CONTRACTOR DETAILS	4
5. PROPERTY	4
6. DEPOSIT	4
7. PURCHASE PRICE.....	4
8. LOAN FINANCE	4
9. SELLING AGENT	4
10. BOND ORIGINATOR	4
11. RECORDAL	5
12. SALE	5
13. LEVY	5
14. DATE OF POSSESSION AND VACANT OCCUPATION	5
15. UNDERTAKING IN TERMS OF GUARANTEE	6
16. SUSPENSIVE CONDITIONS	6
17. OTHER CONDITIONS & SERVITUDES.....	7
18. FEES.....	7
19. RELAXATION	7
20. WHOLE AGREEMENT.....	7
21. TRANSFER.....	7
22. BREACH	8
23. COMMISSION	8
24. DOMICILIUM CITANDI ET EXECUTANDI.....	8
25. BODY CORPORATE	8
26. COOLING OFF PERIOD	9
27. SNAGS, DEFECTS AND OCCUPATION	9
28. CONSUMER PROTECTION ACT ("CPA").....	9
29. RESALE AND FURTHER BONDS	10
30. ASSIGNMENT, CESSION AND DELEGATION	10
31. CONTINUOUS SALES AND MARKETING	10

1. ANNEXURES:

ANNEXURE A: SCHEDULE OF FINISHES
ANNEXURE B: POWER OF ATTORNEY
ANNEXURE C: SECTIONAL TITLE OWNERSHIP
ANNEXURE D: TYPICAL LAYOUT PLAN
ANNEXURE E: SITE LAYOUT
ANNEXURE F: ACKNOWLEDGEMENT OF PARKING BAY RATIO
ANNEXURE G: PPRA MANDATORY DISCLOSURE

2. SELLER

Calgro M3 Jabulani (Pty) Ltd, Registration Number: 2016/300805/07

3. PURCHASER(S)**3.1. PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA)**

Seller or its Agent is required to collect and process the personal information of the parties herein to give effect to any of the parties' rights and obligations that flow from this agreement. The parties agree that their personal information may be processed by Seller and further processed and shared with any professional parties involved in the transaction, including but not limited to conveyancing attorneys, bond cancellation attorneys, banks, mortgage originators and municipalities or otherwise as required by law. Seller and all appointed parties will process the personal information of the parties for the duration of the transaction as may be required and will retain the personal information as required by law, in safekeeping and destroyed as provided for in the Act.

3.2. PURCHASERS DETAILS**3.2.1. PURCHASER 1**

3.2.1.1. Full Names: _____

3.2.1.2. Identity/Registration Number: _____

3.2.1.3. Marital Status: _____
(single/married in/out of community of property/by Islamic rights/marriage governed by laws of another country (state which country)/divorced)

3.2.1.4. Full name of spouse: _____
(if married in community of property or by law of foreign country)

3.2.1.5. Spouse's Identity No: _____
(if married in community of property or by law of foreign country)

3.2.1.6. Email : _____

3.2.1.7. Postal Address: _____

3.2.1.8. Telephone Home: _____



3.2.1.9. Telephone Cell: _____

3.2.1.10. Telephone Office: _____

3.2.1.11. Physical Address: _____
(which shall be the PURCHASER'S chosen domicilium citandi et executandi for purposes of this Agreement)

3.2.2. PURCHASER 2

3.2.2.1. Full Names: _____

3.2.2.2. Identity/Registration Number: _____

3.2.2.3. Marital Status: _____
(single/married in/out of community of property/by Islamic rights/marriage governed by laws of another country (state which country)/divorced)

3.2.2.4. Full name of spouse: _____
(if married in community of property or by law of foreign country)

3.2.2.5. Spouse's Identity No: _____
(if married in community of property or by law of foreign country)

3.2.2.6. Email : _____

3.2.2.7. Postal Address: _____

3.2.2.8. Telephone Home: _____

3.2.2.9. Telephone Cell: _____

3.2.2.10. Telephone Office: _____

3.2.2.11. Physical Address: _____
(which shall be the PURCHASER'S chosen domicilium citandi et executandi for purposes of this Agreement)



4. DEVELOPER AND CONTRACTOR DETAILS

- 4.1. **DEVELOPER:** Calgro M3 Developments (Pty) Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number: 1996/017246/07
- 4.2. **CONTRACTOR:** Calgro M3 Developments (Pty) Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 1996/017246/07

5. PROPERTY:

- 5.1. Section Number (**range 1-576**): _____
- 5.2. Approximate extent of Section: **41m2**
- 5.3. Level on which Section Situated: **"Ground" or "First Floor" or "Second Floor" or "Third Floor"**
- 5.4. Plan Code: **Not Applicable**
- 5.5. Name of Sectional Title Scheme: **Jabulani Junction**
- 5.6. Name/Number of Building: **"1" or "2" or "3" or "4" or "5" or "6" or "7" or "8" or "9" or "10" or "11" or "12" or "13" or "14" or "15" or "16" or "17"**

6. DEPOSIT:

R_____ (_____ Rand)

7. PURCHASE PRICE

- 7.1. Basic Unit: R_____ (_____ Rand) VAT Inclusive
- 7.2. Total Purchase Price: R_____ (_____ Rand) VAT Inclusive

8. LOAN FINANCE

- 8.1. Required: **YES** **NO** (*select one*)
- 8.2. Amount of Bond: R_____ (_____ Rand)
- 8.3. Time period required for obtaining Bond: **21 days**

9. SELLING AGENT

- 9.1. Calgro M3 Property Sales (PTY) Ltd Reg: 2022/768101/07 F No. F152708
- 9.2. Calgro M3 Property Sales (PTY) Ltd hereby warrants the validity of his/her/their Fidelity Fund Certificate as at the date of signature of this agreement.

10. BOND ORIGINATOR:

- 10.1. Company Name: **BetterBond**



TERMS AND CONDITIONS

11. RECORDAL

- 11.1. The SELLER and the DEVELOPER have entered into an agreement in accordance with which:
- 11.2. The DEVELOPER or its nominated beneficiary is appointed to undertake all matters in relation to the development of the Property, including but not limited to infrastructural improvement, services, sales, reticulation and construction and final distribution of sales proceeds.
- 11.3. The DEVELOPER intends to erect a sectional title development comprising three storey walk -up blocks consisting of 576 units and intends to apply, in terms of the provisions of the Sectional Titles Act, No 95 of 1986, or any amendment thereof, for the opening of a sectional title register in respect of the aforementioned development;
- 11.4. The DEVELOPER has appointed the CONTRACTOR to undertake the construction of the walk-up units.

12. SALE

- 12.1. Subject to and in accordance with the provisions hereof and all conditions of sale, the SELLER hereby sells and the PURCHASER(S) purchases the Property as described in clause 4 of the covering schedule above together with the undivided share in the common property as per the registered Sectional Title Plans of the Scheme.
- 12.2. The Section shall be situated substantially in the position indicated on the Site Plan and is to be built in accordance with the Building Plan.
- 12.3. The PURCHASER(S) agrees that he shall not be entitled to amend or procure any amendments to the Plan.
- 12.4. The PURCHASER(S) agrees that the precise area, boundaries and description of the Section shall be as depicted and shown on the sectional plan and as finally determined and approved by the Surveyor-General and shall be binding upon the parties, provided always that the area of the Section shall be within 5% (Five Percent) of the area as stated in clause 5.2 of the covering schedule above.
- 12.5. It is recorded for purposes of this agreement that the PURCHASER(S) acknowledges that the section he/she/they has/have purchased, and which is recorded above/before was adequately presented to him/her/them in respect of location, floor and size. The PURCHASER(S) furthermore acknowledges that the DEVELOPER, for purposes of effective construction, may allocate another similar section, once a bond has been granted in terms of clause 7 of the covering schedule which the PURCHASER(S) may or may not accept. It is recorded that notice of such new allocation will be reduced to writing and forwarded to PURCHASER(S) in terms of this agreement.



Initial

13. LEVY

The estimated monthly base levy amounts to R850 (Eight hundred & Fifty rand) and which amount becomes payable by the PURCHASER(S) to the Body Corporate of the Scheme in accordance with the provisions of the Act referred to in clause 11.3. This amount is subject to change/increase from time to time.

14. DATE OF POSSESSION AND VACANT OCCUPATION.

- 14.1. Possession and vacant occupation of the Property shall be given by the SELLER to the PURCHASER(S) and taken by the PURCHASER(S) on date of registration of the Property into his/her/their name, from which date the risk and loss shall pass to the PURCHASER(S) and from which date the PURCHASER(S) shall be liable for payment of all rates, taxes, levies and water and electricity and any other charges payable in respect of the Property, and which date is estimated to be between 12 and 18 months from date of all suspensive conditions having been fulfilled. It is recorded and agreed that the SELLER may, in his/her/their discretion, extend the fulfilment of the suspensive conditions, provided it is done in writing.
- 14.2. Should the PURCHASER(S) take occupation before the date mentioned above in clause 14.1 above, the PURCHASER(S) shall pay the DEVELOPER occupational rent, calculated at 1% of the purchase price, payable monthly in advance.

15. UNDERTAKING IN TERMS OF GUARANTEE

- 15.1. The purchase price is the sum specified in clause 7.2 of the covering schedule.
- 15.2. The PURCHASER(S) shall, pending registration of transfer of the Property into his/her/ their name, and within 30 days of obtaining the mortgage loan referred to in clause 8 of the covering schedule, pay the deposit as referred to in clause 6 of the Schedule, into the trust bank account of the Attorneys and whom shall invest the said amount in an interest bearing account with their chosen banking institution. The whole deposit amount shall be paid out to the DEVELOPER and the interest thereon to the PURCHASER(S) after the Property is registered in the name of the PURCHASER(S).
- 15.3. In the event that this transaction is cancelled by the PURCHASER(S) after all suspensive conditions have been fulfilled but before registration occurs, for any reason whatsoever other than it being due to the breach of the terms of this Agreement by the SELLER or DEVELOPER, the PURCHASER(S), by his/her/their signature to this offer, agrees to pay an administrative fee of R 5 000.00 (FIVE THOUSAND RAND) to the DEVELOPER and Attorneys in lieu of the wasted cost/s for the DEVELOPER and services rendered by the Attorneys with regard to and following this Agreement and the administration of the deposit amount. The Attorneys are herewith authorized to deduct this amount from the deposit referred to in clause 15.2 above. This fee shall be distributed equally between the DEVELOPER and the Attorney.
- 15.4. Within 30 (thirty) days of the PURCHASER(S) obtaining the mortgage loan referred to in clause 8 the PURCHASER(S) shall either, furnish the Attorneys with an acceptable bank guarantee, payable to the Attorneys for the credit of the DEVELOPER, for an amount equal to the full Purchase Price (or the balance outstanding if a deposit was paid), the contents of the guarantee which shall be to the satisfaction of the DEVELOPER in its sole discretion, or deposit the full Purchase Price (or the balance outstanding if a deposit was paid) with the said Attorneys on trust and in which event the said amount will be invested in an interest bearing account, the interest being to the benefit of the PURCHASER(S).
- 15.5. With his/her/their signature(s) hereto the PURCHASER(S) authorize(s) the Attorneys to invest the funds held by them in trust in an interest bearing account with a financial institution in terms of Section 78(2A) of the Attorneys Act to Section 86(4) of the Legal Practice Act 28 of 2014.
- 15.6. Payment of the Purchase Price shall be made by the PURCHASER(S) to the DEVELOPER in terms of the provisions of the mortgage loan and shall be paid in cash, in full, on the Date of Registration.
- 15.7. Should the PURCHASER(S) wish to pay in Cash, the purchase price shall be payable to the Attorneys 14 working days prior to the date of registration of transfer of the Property into the name of the PURCHASER(S).

16. SUSPENSIVE CONDITIONS

- 16.1. This sale is suspensive and conditional upon the PURCHASER(S) obtaining approval in principle of a loan upon the security of a first mortgage bond to be passed over the Property hereby sold from a Bank or other recognized financial institution at prevailing bank rates and terms in the amount of no less than the amount stipulated in clause 8 of the covering schedule as per the time allowed therein or any extension of time granted in writing to the PURCHASER(S) by the SELLER. The PURCHASER(S) shall deliver a bank or building society guarantee in this amount in a form acceptable to the attorneys to them within fourteen (14) days after the finance/loan or bond had been approved.
- 16.2. The PURCHASER(S) undertakes to take all reasonable steps, which might be required in this regard, and without detraction from the days of date hereof, to affect the loan described above.
- 16.3. This Contract is further subject to and conditional upon:
 - 16.3.1. The Plan and Site Plan being approved of by the relevant local authority.
 - 16.3.2. The DEVELOPER obtaining all necessary legal, procedural, and environmental approval to develop the township and the scheme.
 - 16.3.3. The DEVELOPER obtaining all necessary financial capital requirements at terms they deem acceptable to undertake all services, infrastructural and construction development to affect the township and Scheme as mentioned in clauses 16.3.1 and 16.3.2 above.
 - 16.3.4. This Agreement of Sale is subject to all conditions and servitudes contained in or referred to in the Title Deed, all limitations of use laid down by statutory authority and all conditions of any applicable town planning scheme.
 - 16.3.5. It is further recorded that the DEVELOPER may, at any time, in writing and in its own discretion, waive clause 16.3.2 and/or 16.3.3.
 - 16.3.6. It is recorded that should any of the aforesaid conditions not be met timeously, this Agreement of Sale shall lapse and be of no further force and effect between the parties.

17. OTHER CONDITIONS & SERVITUDES

- 17.1. The DEVELOPER reserves fully the right to do future subdivision of the overall land and/or the sectional title scheme, and it is recorded that should this requirement be deemed necessary by the DEVELOPER that the PURCHASER(S) hereby fully consent to such further subdivision.
- 17.2. The DEVELOPER reserves the right to extend the Scheme referred to in clause 5.5 in terms of Section 25 of the Act referred to in clause 11.3, for a 99-year period.
- 17.3. The PURCHASER(S) shall be obliged to comply, at the PURCHASER'S own cost, strictly and punctually with all acts, ordinances, regulations, laws and by-laws and other enactments which may apply, to the Property or may hereinafter be made applicable. The PURCHASER(S) acknowledges that he/she/they is/are fully acquainted with the aforesaid conditions, servitudes, limitations, acts, ordinances, regulations, laws, by-laws and other enactments.
- 17.4. The DEVELOPER shall not be liable to indicate the boundaries of the Property, nor liable for any damage resulting from an incorrect indication.
- 17.5. The PURCHASER(S) acknowledges that he/she/they is/are aware that the sale of the Property is subject to any servitudes and conditions contained in the conditions of establishment of the said township and the applicable sectional title scheme and/or as shown on the General Plan of the township.

18. FEES

- 18.1. On condition of the appointed attorneys attending to both the transfer and the bond registration of the Property into the PURCHASER'S name, the DEVELOPER shall be liable and on demand pay the transfer fee and the bond registration fee. All inspection fees, valuation fees and revenue stamps on securities of the Bank/Financial Institution, and all other costs of and incidental to the transfer and registration of the bond over the Property, if any, are for the cost of the PURCHASER(S).
- 18.2. Should the Attorneys not be appointed to attend to the registration of the Bond, the Purchaser will become liable for all Bond costs and conveyancing fees regarding the registration of such Bond.

19. RELAXATION

No indulgence which the DEVELOPER or anyone acting on the DEVELOPER'S behalf, may show the PURCHASER(S) and more particularly no leniency or extension of time granted by the CONTRACTOR/DEVELOPER or anyone on the DEVELOPER'S behalf, expressly or impliedly, for any payment by the PURCHASER(S) of any amount under this agreement or for the performance by him/her/them of any other obligation in terms of this Agreement, shall in any way prejudice the DEVELOPER'S rights under this agreement or be construed as a novation or waiver of the DEVELOPER'S rights. No alterations or additions to this agreement shall be of any force and effect whatsoever unless the same is endorsed hereon and signed by all the parties hereto.

20. WHOLE AGREEMENT

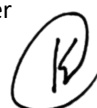
It is recorded that this Agreement along with all annexures attached thereto and other process documentation constitute the entire contract between the parties and the CONTRACTOR/DEVELOPER, or anyone seemingly acting on the DEVELOPER'S behalf, save insofar as herein contained, did not make any prior statements or representations, nor give any guarantees or warranties, either verbally or in writing, or said or suggested anything, or failed to speak, which influenced the PURCHASER(S) or induced the PURCHASER(S) to enter into this Agreement, and that this agreement was entered into by the PURCHASER(S) out of his/her/their own free will after having satisfied himself/herself/themselves fully of the implications of this Agreement and any circumstances or matter that may be relevant.

21. TRANSFER

- 21.1. The PURCHASER(S) shall upon demand by the DEVELOPER'S Attorneys, sign all the transfer and bond documents (if applicable) in connection with the transfer of the Property into his/her/their name. Transfer of the Property into the name of the PURCHASER(S) shall be attended to by the DEVELOPER'S Attorneys.
- 21.2. It is recorded that the Conveyancing and the Bond Registration Attorneys shall be Barnards Inc, Glen Eagle

Initial

Page 7 of 28



Office Park, 37 Koorsboom Avenue, Glen Marais, Kempton Park, Gauteng, Tel 011 975 2667.

22. BREACH

- 22.1. If the PURCHASER(S) fails to comply punctually with any of his/her/their obligations in terms of this agreement, the DEVELOPER shall be entitled after notice as set out hereunder, to claim specific performance from the PURCHASER(S), or in the alternative, cancel the agreement by giving the PURCHASER(S) written notice thereof, which cancellation shall be effective from the date on which it is posted.
- 22.2. In the event of cancellation for whatever reason, the PURCHASER(S) shall forfeit to the DEVELOPER all moneys paid in terms of this agreement, including any amount paid to the transferring Attorneys or other instance in trust, or invested as security for the purchase price, as *rouwkoop* or liquidated damages without prejudice to his/her/their rights to claim further damages.
- 22.3. It is agreed that should the PURCHASER(S) cancel the transaction once the suspensive condition in clause 16.1 has been uplifted, that the PURCHASER(S) then shall pay to the CONTRACTOR/DEVELOPER on demand, as an agreed penalty, an administration fee of R5000.
- 22.4. In the event of a deposit as per clause 6 of the covering schedule having been paid, then the attorney into whose trust account the deposit was paid, is hereby authorized to immediately disburse this penalty amount to the DEVELOPER from this amount.
- 22.5. Alternatively, the affected parties shall be entitled to claim damage from the PURCHASER(S) instead of the abovementioned liquidated damages.
- 22.6. The affected parties' claim for specific performance shall not prejudice their claim against the PURCHASER(S) for damages.
- 22.7. The DEVELOPER shall not be entitled to exercise its rights in terms of the aforementioned clauses, unless 7 (seven) days have lapsed after posting of a written notice by the DEVELOPER to the PURCHASER(S) to remedy such breach, and the PURCHASER(S) remained in default.

23. COMMISSION

The DEVELOPER shall pay the estate agent's commission in terms of the marketing mandate between the CONTRACTOR/DEVELOPER and the estate agent, if applicable.

24. DOMICILIUM CITANDI ET EXECUTANDI

The parties choose the addresses recorded in clause 3.2 of this agreement as their respective *domicilium citandi et executandi*, where they shall receive notices in terms of this agreement.

25. BODY CORPORATE

- 25.1. It is recorded that the *domicilium citandi et executandi* of the Body Corporate is **Matjhabeng Road, Jabulani, Soweto, 1868** and where a copy of the Management Rules, the Rules of Conduct and plans of the scheme may be inspected.
- 25.2. The PURCHASER(S) acknowledges that he/she/they is/are aware that he/she/they shall automatically, upon registration of the Property onto his/her/their name, become a member of the Body Corporate and be bound by all its Rules of Conduct and that he/she/they shall remain a member of the Body Corporate until he/she/they ceases to be the owner of the Property.
- 25.3. The PURCHASER(S) further acknowledges that he/she/they has/have been made fully aware that he/she/they is/are, from the date of registration mentioned above, responsible for his/her/their pro-rata contribution to the Body Corporate, and that the indicated amount in clause 13 may change depending on the actual expenses of the Body Corporate and that the SELLER/DEVELOPER will not in any way be held accountable should this amount vary.
- 25.4. It is recorded that a Levy Initiation Fee of R1 800 (One Thousand Eight Hundred Rand) will be paid by the DEVELOPER into the bank account of the Body Corporate upon occupation of the unit. This fee will be used to ensure initial financial impetus and operating ability for the Body Corporate.
- 25.5. It is noted that the DEVELOPER shall form a Body Corporate and which Body Corporate shall be tasked with

the running and management of the affairs of the Body Corporate.

- 25.6. It is agreed that the DEVELOPER shall further appoint a managing agent from date of formation of the Body Corporate, and which managing agent shall, subject to service delivery in accordance with applicable guidelines and regulations, and of an acceptable level, be appointed for a period of 24 (Twenty Four) months from formation.

26. COOLING OFF PERIOD

- 26.1. If Section 29A of the Alienation of Land Act No 68 of 1981 applies to this agreement the PURCHASER(S) has the right to terminate this deed by written notice delivered to the SELLER within 5 (five) days after acceptance hereof. Such 5-day period is calculated with the exclusive of the day on which this was signed by the PURCHASER(S) and of any Saturday, Sunday, or public holiday.
- 26.2. Such notice shall have no effect unless signed by the PURCHASER(S) or his agent, refers to this Agreement as the agreement being terminated, and is unconditional. The PURCHASER(S) by his signature hereto acknowledged having read and being fully acquainted with all the material provisions hereof and that the meaning and consequences hereof have been explained to him/her/them.
- 26.3. If there is more than one PURCHASER(S), all PURCHASERS will jointly and severally *in solidum* be liable for due fulfilment of the PURCHASER's liabilities and duties in terms hereof.

27. SNAGS, DEFECTS AND OCCUPATION

- 27.1. The PURCHASER(S) shall be afforded the opportunity to record patent defects (snags) before occupation of the unit.
- 27.2. The PURCHASER(S) shall be invited by the DEVELOPER to inspect the unit and complete a snag list in writing and deliver the said list to the DEVELOPER.
- 27.3. The DEVELOPER undertakes to rectify all such defects within 30 days. Should the PURCHASER(S) fail to supply the DEVELOPER with a list of defects after having been called upon to do so, it shall be accepted that there are no snags/patent defects.
- 27.4. Upon inspection of the unit and delivering the snag list to the DEVELOPER the PURCHASER(S) shall be expected to sign off the letter of satisfaction and completion, which would enable the Property to be registered into the name of the PURCHASER(S).
- 27.5. The PURCHASER(S) will be allowed an additional 90 days from registration to indicate any latent defects which will be attended to by the DEVELOPER.
- 27.6. Should the PURCHASER(S) fail to supply the DEVELOPER with a list of latent defects as stipulated in clause 27.5 above, then it shall be agreed that there are no latent defects and that the DEVELOPER is absolved from further performance in this regard.
- 27.7. Occupation of the unit shall generally be given by the DEVELOPER to the PURCHASER(S) once all the requisite documentation, which would enable the DEVELOPER to register the section into the name of the PURCHASER(S) and obtain full and final payment, is signed and actual full and final payment has been made by the relevant financial institution and received by the DEVELOPER.
- 27.8. It is agreed that the PURCHASER(S) shall not unreasonably withhold or delay the process of signing the snags and the handover documents.

28. CONSUMER PROTECTION ACT ("CPA")

- 28.1. It is recorded that the DEVELOPER is a "producer" as defined in the CPA and that the Property is sold with an "implied warranty of quality" as provided for in Section 56 of the CPA being a warranty that the Property complies with the requirements and standards contemplated in Section 55 of the CPA which Section 55 provides that the PURCHASER(S) has a right to receive the Property on the basis that –
- 28.1.1. It will be reasonably suitable for the purposes for which it is generally intended.
- 28.1.2. It is of good quality, in good working order and free of any defects.
- 28.1.3. It will be useable and durable for a reasonable period, having regard to the use to which the Property would normally be put and to all the surrounding circumstances of its supply, except to the extent that the Buildings have been altered after having left the control of the DEVELOPER.
- 28.2. It is however (as provided for in Section 55(6) of the CPA) recorded that –
- 28.2.1. The PURCHASER(S) agrees to accept the Property as it stands provided that the Buildings are erected

in a workmanlike fashion and substantially in terms of the attached plans and specifications.

- 28.2.2. In the event of a dispute as to whether the Buildings shall have been erected in a workmanlike fashion and substantially in terms of the attached plans and specifications, the matter shall be referred to an independent architect agreed upon the parties (or, if they cannot within three days agree, by the President of the Institute of Architects for the Gauteng Province), which the architect, acting as an expert and not an arbitrator, shall determine whether the Buildings have been erected in a workmanlike fashion and substantially in terms of attached plans and specifications, and if he/she determines that same is not the case, the DEVELOPER shall do everything required by the architect until the architect is satisfied that the Buildings have been erected in a workmanlike fashion and
- 28.2.3. substantially in terms of attached plans and specifications, the PURCHASER(S) shall pay his/her costs or otherwise his/her costs shall be paid by the DEVELOPER.
- 28.2.4. It is further noted by the parties that this agreement was not concluded as a result of direct marketing as defined in terms of the CPA, and that the PURCHASER(S) will therefore not be entitled to the rights afforded in terms of Section 16 of the CPA.

29. RESALE AND FURTHER BONDS

29.1. The parties herewith record the following.

- 29.1.1. In term of this Agreement the DEVELOPER through its duly appointed Contractor, shall erect a dwelling for and on behalf of the PURCHASER on the Property.
- 29.1.2. To facilitate the erection of the Dwelling and the sale thereof to the PURCHASER(S), the PURCHASER(S) shall obtain a loan from a Financial Institution.
- 29.1.3. As security for the due compliance by the PURCHASER(S) of his/her/their obligations in terms of this agreement, the PURCHASER(S) herewith agree and undertake not to alienate, dispose of or encumber the Property in any manner whatsoever or cancel, cede, substitute or dispose of the initial bond obtained by the PURCHASER(S) in respect of the Property. The PURCHASER(S) furthermore agree to the inclusion of a condition to this effect in the title deed of the Property, should the DEVELOPER deem such an inclusion necessary.

30. ASSIGNMENT, CESSION AND DELEGATION

- 30.1. The PURCHASER(S) shall not be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without the prior written consent of the SELLER, which consent shall not be unreasonably be withheld or delayed.

31. CONTINUOUS SALES AND MARKETING

- 31.1. The CONTRACTOR shall be allowed to continue marketing and selling the Property until all sections have successfully been transferred to the PURCHASER(S).
- 31.2. It is agreed that the PURCHASER(S) may in no way harm this process and will agree to the fair utilisation of the Property and/or common property in this regard.

DECLARATION BY PURCHASER(S)

- 31.3. The PURCHASER(S) herewith acknowledges and confirms that he/she/they have read the contents of the covering schedule and this agreement of Sale and fully understand the contents thereof.
- 31.4. I/We herewith furthermore confirm that the position of the Property has been pointed out to me/us by the DEVELOPER and I/we am/are fully aware of the dimensions and shape of the Property;
- 31.5. The PURCHASER(S), hereby agree to comply with and be bound by the terms and conditions of the Property Sale Agreement, attached hereto, all of which he/she/they acknowledge as having been read and understood and to which effect he/she/they now willingly apply his/her/their signature(s) to for ease of reference.
- 31.6. Suretyship
The PURCHASER(S) is assisted herein insofar as may be necessary or required by his/her spouse who binds herself/himself as surety and co-principal debtor, hereby renouncing the benefits of division, excision and cession of action.

Signed at _____

on this _____ day of _____ 20____

Witness _____

PURCHASER 1: _____
(if signing on behalf of a company, close corporation, or trust, I warrant that I am duly authorized to sign this Agreement)

Signed at _____

on this _____ day of _____ 20____

Witness _____

PURCHASER 2: _____
(if signing on behalf of a company, close corporation, or trust, I warrant that I am duly authorized to sign this Agreement)

Signed at _____

on this _____ day of _____ 20____

Witness _____

SELLER: _____
(warrants that he/she is authorized to do so).

Signed at _____

on this _____ day of _____ 20____

Witness _____

CONTRACTOR: _____
(warrants that he/she is authorized to do so).

Signed at _____

on this _____ day of _____ 20____

Witness _____

DEVELOPER: _____
(warrants that he/she is authorized to do so).

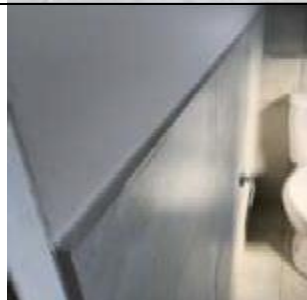


Annexure A

SCHEDULE OF FINISHES

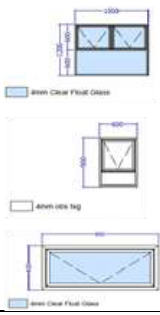
Site: **Jabulani Junction (Portion 15 of ERF 2612 Jabulani Extension 1)**Revision: **1.2_20220414**

NOTE: ALL MATERIALS, AND AS PER PICTURES, HEREIN SPECIFIED ARE SUBJECT TO AVAILABILITY. WHERE ANY MATERIALS ARE NOT READILY AVAILABLE, THE DEVELOPER SHALL HAVE THE RIGHT TO USE THE NEAREST SIMILAR MATERIAL.

Ceilings		
Ceilings	6.4mm Rhino Gypsum Ceiling (3 rd floor units only) Exposed concrete soffit (all other floors)	
Cornices	Profiled Polystyrene Cornice (3 rd floor units only)	
Insulation	135mm (min) Mineral ceiling Insulation	
Trap Door	600x600mm Cut Out Trap Door	
Tiling		
Floor	500X500mm, Or similar approved	
Skirting	70mm High Tiled skirting from floor tiles - 500X500mm - Or similar approved	
Bathroom	500X500mm - Or similar approved Face of bath with 1 row splashback behind bath	
Top of Wall Tiles	Aluminium Edge Strip to top of wall tiles	
Edge Strip to Door	Built In Edge strip to tiles at front door	

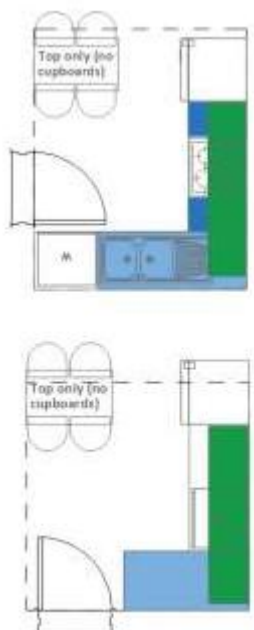


NOTE: ALL MATERIALS, AND AS PER PICTURES, HEREIN SPECIFIED ARE SUBJECT TO AVAILABILITY. WHERE ANY MATERIALS ARE NOT READILY AVAILABLE, THE DEVELOPER SHALL HAVE THE RIGHT TO USE THE NEAREST SIMILAR MATERIAL.

Carpentry and Joinery		
External Doors	Solid timber doors - Hardwood Horizontal Slatted Finished with Water based Varnish	
Internal Doors	Hollow core hardwood doors with horizontal slates Painted – Colour TBC	
Bathroom Door	Timber door with Barn door sliding mechanism. No door frames. Painted – Colour TBC	
Metalwork		
Door Frames	All door frames to be 1.6mm pressed steel.	
Window Frames	All windows to be powder coated aluminium window frames with burglar bars to all openings. 	
Balustrade	Black painted mild steel balustrade	
Glazing		
Livingroom and bedrooms	3mm Clear glazing	
Bathrooms	3mm Obscure Glazing	

(K)

NOTE: ALL MATERIALS, AND AS PER PICTURES, HEREIN SPECIFIED ARE SUBJECT TO AVAILABILITY. WHERE ANY MATERIALS ARE NOT READILY AVAILABLE, THE DEVELOPER SHALL HAVE THE RIGHT TO USE THE NEAREST SIMILAR MATERIAL.

Cabinetry		
Kitchen	Carcass: Melamine carcasses edged in colour matching edging Colour Spec: - Folkstone Grey - Black handles - Black kitchen top Side Panels: All side panels to be integrated Mela wood Linear colour Folkstone Grey Doors: Floor units - 16mm Square line Mela wood Linear doors in colour TBC Handles: 192mm Stainless steel Bar handles. Hinges: 110 Degree full overlay Top: Quartz/similar approved Splashback: 70mm High Splash backs Kickplates: 160mm High Mela wood Linear colour TBC Runners: Standard Telescopic ball bearing runner (no soft close) Wall Units: 720mm high / standard height flap up wall units. Stove unit: Built in stove and oven, make and model as per developer	
Plumbing, Sanitation Installation and Bathroom Ironmongery		
Kitchen sink	Double Bowl Sink	
Basin	Basin with click waste	
Bath	Bath & Handles	
Towel rail	Towel Rail Chrome	
Toilet	White Pan & cistern with built in flushing mechanism, with medium duty white PVC toilet seat	

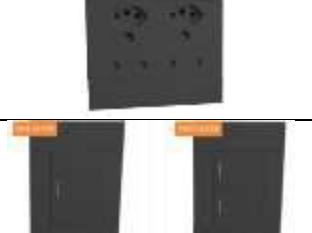
K

NOTE: ALL MATERIALS, AND AS PER PICTURES, HEREIN SPECIFIED ARE SUBJECT TO AVAILABILITY. WHERE ANY MATERIALS ARE NOT READILY AVAILABLE, THE DEVELOPER SHALL HAVE THE RIGHT TO USE THE NEAREST SIMILAR MATERIAL.

Toilet roll holder	Chrome	
Basin mixer	Chrome	
Bath Mixer	Bath Mixer Chrome	
Kitchen sink mixer	Sink Mixer Chrome	
Washing machine point	Washing Machine point in Kitchen	
Mirror	Wall mounted mirror	
Ironmongery		
External door handles	External doors fitted with 3 lever Cylinder locksets	
Internal door handles	Internal Doors fitted with 2 lever mortice locksets with chromium plated handles	
Weather bar	Meranti Weather Bar to front door	
Door stops	Rubber Door Stops to be fitted	

(K)

NOTE: ALL MATERIALS, AND AS PER PICTURES, HEREIN SPECIFIED ARE SUBJECT TO AVAILABILITY. WHERE ANY MATERIALS ARE NOT READILY AVAILABLE, THE DEVELOPER SHALL HAVE THE RIGHT TO USE THE NEAREST SIMILAR MATERIAL.

Electrical		
Distribution Board	12W Populated db surface complete	
Light fittings living room	1 x Warm white dimmable / 510 lm (NOT INCLUDED) – matt black finish	
Light fittings bedrooms and kitchenette	2 x Warm White Dimmable / 510lm (NOT INCLUDED) – matt black finish	
Light fitting bathroom	1 x Cool White Opal (NOT INCLUDED) – matt black finish	
Light Fitting External	1 x B/Head black	
Wall plug points	As per the electrical plan layout (available on request)	
Switches	1 x USB Socket at kitchen Counter Double RSA & Double V-Slim to rest of unit – Graphite Colour	

K

NOTE: ALL MATERIALS, AND AS PER PICTURES, HEREIN SPECIFIED ARE SUBJECT TO AVAILABILITY. WHERE ANY MATERIALS ARE NOT READILY AVAILABLE, THE DEVELOPER SHALL HAVE THE RIGHT TO USE THE NEAREST SIMILAR MATERIAL.

Stove isolator	Isolator - Graphite Colour	
Appliances		
Oven/Stove	Built In Oven and Stove	
Paint		
Internal Walls	Light Stone	
Ceilings and Soffits	Brilliant white (internal)	
External Door Frames	As per colour schedule	
Internal Door Frames	As per colour schedule	
Window Frames and Burglar Bars	As per colour schedule	
Signage		
Door	Perspex Door Number – white letters on black background	

K

Annexure B: SPECIAL POWER OF ATTORNEY

I, _____

ID Number _____

Marital Status _____

And

I, _____

ID Number _____

Marital Status _____

The undersigned do hereby appoint Alwyn Nortje with power of substitution to be my/our Attorney and agent and on my/our behalf to:

1. Sign all plans necessary for the submission of working drawings for SECTION _____ in the development known as Jabulani Junction, Matjhabeng Road, Jabulani.
2. Sign all documentation which might be needed to obtain approval of the abovementioned plans as if I/we are personally present and acting; hereby ratifying whatever such attorney and agent shall do on terms hereof.
3. Sign all documentation which might be needed to apply for the supply of water and electricity.

Signed at _____

on this _____ day of _____ 20____

Witness _____

PURCHASER 1: _____
(if signing on behalf of a company, close corporation, or trust, I warrant that I am duly authorized to sign this Agreement)

Signed at _____

on this _____ day of _____ 20____

Witness _____

PURCHASER 2: _____
(if signing on behalf of a company, close corporation, or trust, I warrant that I am duly authorized to sign this Agreement)



Annexure C: SALIENT INFORMATION WITH REGARDS SECTIONAL TITLE OWNERSHIP

FREQUENTLY ASKED QUESTIONS.

What is Sectional Title Ownership?

Sectional title is a form of ownership where the owner holds/owns title to a section of a building that has been divided into two or more sections.

What is a Sectional Title Development Scheme?

It is a building that has been divided into several sections to be sold under Sectional Title in accordance with the Sectional Title Act No. 95. It is often simply referred to as the scheme.

Is this type of home ownership legal?

Yes, it is governed by the Sectional Title Act No. 95, of which full copies are available if required - just ask your agent.

How many sections are allowed per scheme?

There is no limit to the number of sections in a scheme.

What does the owner own in a scheme?

The section or sections he has purchased as well as an undivided share in the portion of the property known as the common property.

What is common property?

Common property is the land included in the scheme along with all part/s of the building/s that are not included and described in the various sections. Typical examples would be driveways, gardens, paved areas, staircases, undercover verandas, parking bays walls, foundations, and the roof.

Who owns the common property?

The common property is owned by the body corporate.

What is a Body Corporate?

A Body Corporate is the legal term for the combined registered owners of all sections in a sectional title scheme.

How does a Body Corporate function?

A Body Corporate is managed by trustees who are elected by the owners at an annual general meeting (AGM). The Body Corporate may employ people to work for them, e.g. Gardeners, cleaners, etc. In such cases the Body Corporate is responsible for the payment of salaries which are obtained from the levies that owners pay.



What are trustees?

A Board of Trustees is a management committee elected out of body corporate members (owners of sections) or their appointed representatives and who are tasked with managing the daily affairs of the body corporate as well as its financial affairs.

What are exclusive use areas?

These are areas that have been allocated exclusively to a specific section and which then befalls the owner of that section, e.g. an enclosed yard.

What is the Participation Quota (PQ)?

It is the size of the section you own in relation to all the sections combined. Example, you have purchased 50m² in a scheme of 15 units all the same size. Your PQ is therefore 50m² of 750m² which is equal to 6.667%

Why is there a Participation Quota (PQ)?

A PQ is used to calculate the financial portion of each owner towards Levies and Special Levies.

To determine legal obligations in cases where the body corporate owes money to a creditor

To determine the weight, it's owner carries at a vote at a general meeting

To determine the undivided share in the common property of each owner of a section

Please note, PQ's are shown on the Sectional Plan of the Scheme

What are levies usually used for?

The monthly levy is used to pay for costs associated with the associated body corporate management expense, such as building maintenance, building insurance premiums, garden services, security, a caretaker's fee and water and electricity used on the common property.

PLEASE NOTE: The levy has been structured to not make provision for expenses and consumption charges of each individual unit. Therefore, individual Rates and Taxes, effluent contribution, and all consumption charges, such as water, electricity, will be for each Purchaser's own account. The actual levy will be determined by the body corporate.

Signed at _____

on this _____ day of _____ 20____

Witness _____

PURCHASER 1: _____

(if signing on behalf of a company, close corporation, or trust, I warrant that I am duly authorized to sign this Agreement)

Signed at _____

on this _____ day of _____ 20____

Witness _____

PURCHASER 2: _____

(if signing on behalf of a company, close corporation, or trust, I warrant that I am duly authorized to sign this Agreement)

Annexure "D" Typical Unit Type 1



K

Annexure "D" Typical Unit Type 2



(K)

LEGOGO STREET

ERF 2612

INTERNAL ROAD WIDTH = 7M
PARKING WIDTH = 2.5M

INTERNAL ROAD WIDTH = 7M
PARKING WIDTH = 2.5M

INTERNAL ROAD WIDTH = 7M
PARKING WIDTH = 2.5M

INTERNAL ROAD WIDTH = 7M
PARKING WIDTH = 2.5M

INTERNAL ROAD WIDTH = 7M
PARKING WIDTH = 2.5M

PORTION 14 OF ERF 2612
180 UNITS

PORTION 13 OF ERF 2612
396 UNITS

RECREATIONAL AREA

REFUSE YARD
BMK
12000
MAT JHABENG ROAD

ERF 2613



ANNEXURE F - ACKNOWLEDGEMENT OF PARKING BAY RATIO

I/We the undersigned,

Full names: _____

ID Number: _____

of Address: _____

And

Full names: _____

ID Number: _____

of Address: _____

("the Prospective Unit Owner") of Unit _____Jabulani Junction

do hereby confirm and acknowledge that there is a 1:1 parking ratio at Jabulani Junction and that there is 1 parking bay for each unit.

Furthermore, I will have no claim or recourse against the Developer as a result of my choice of apartment type and by appending my signature hereto I acknowledge these conditions.

SIGNED at _____ **on this** _____ **day of** _____ **202**__.

AS WITNESSES:

1. _____

Prospective Unit Owner

2. _____

Prospective Unit Owner



Annexure G: PPRA Mandatory Disclosure

IMMOVABLE PROPERTY CONDITION REPORT IN RELATION TO THE SALE OF ANY IMMOVABLE PROPERTY in terms of Clause 67 of the Property Practitioners Act 2019

1. Disclaimer

This condition report concerns the immovable property situated at Unit Nr: Jabulani Junction (the "Property"). This report does not constitute a guarantee or warranty of any kind by the seller of the Property or by the property practitioner/s representing that seller in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the Property.

2. Definitions

In this form -

- 2.1. "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and
- 2.2. "defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

3. Disclosure of information

The seller of the Property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the Property may rely on such information when deciding whether, and on what terms, to purchase the Property. The seller hereby authorises the appointed property practitioner marketing the Property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the Property.

4. Provision of additional information

The seller represents that to the best of his or her knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the seller have responded to any of the statements with a "yes", the seller shall be obliged to provide, in the additional information area of this form, a full explanation as to the response to the statement concerned.



5. **Statements in connection with Property**

	YES	NO	N/A
I am aware of the defects in the roof			X
I am aware of the defects in the electrical systems			X
I am aware of the defects in the plumbing system, including in the swimming pool (if any)			X
I am aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers.			X
I am aware of the defects in the septic or other sanitary disposal systems.			X
I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps.			X
I am aware of structural defects in the Property.			X
I am aware of boundary line dispute, encroachments or encumbrances in connection with the Property.			X
I am aware that remodelling and refurbishment have affected the structure of the Property.			X
I am aware that remodelling and refurbishment have affected the structure of the property.			X
I am aware that any additions or improvements made to or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained.			X
I am aware that a structure on the Property has been earmarked as a historic structure or heritage site.			X

ADDITIONAL INFORMATION

6. **Owner's certification**

The seller hereby certifies that the information provided in this report is, to the best of the seller's knowledge and belief, true and correct as at the date when the seller signs this report.

7. **Certification by person supplying information**

If a person other than the seller of the property provides the required information that person must certify that he/she is duly authorised by the seller to supply the information and that he/she has supplied the correct information on which the seller relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

8. **Notice regarding advice or inspections**

Both the seller as well as potential purchasers of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.



9. **Purchaser's acknowledgement**

The prospective purchaser acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliant aspects concerning, the property. The prospective purchaser acknowledges receipt of a copy of this statement.

10. **Signatures**

Signed at _____ on _____ 20__.

Signature of seller _____

Signed at _____ on _____ 20__.

Signature of purchaser _____

Signed at _____ on _____ 20__.

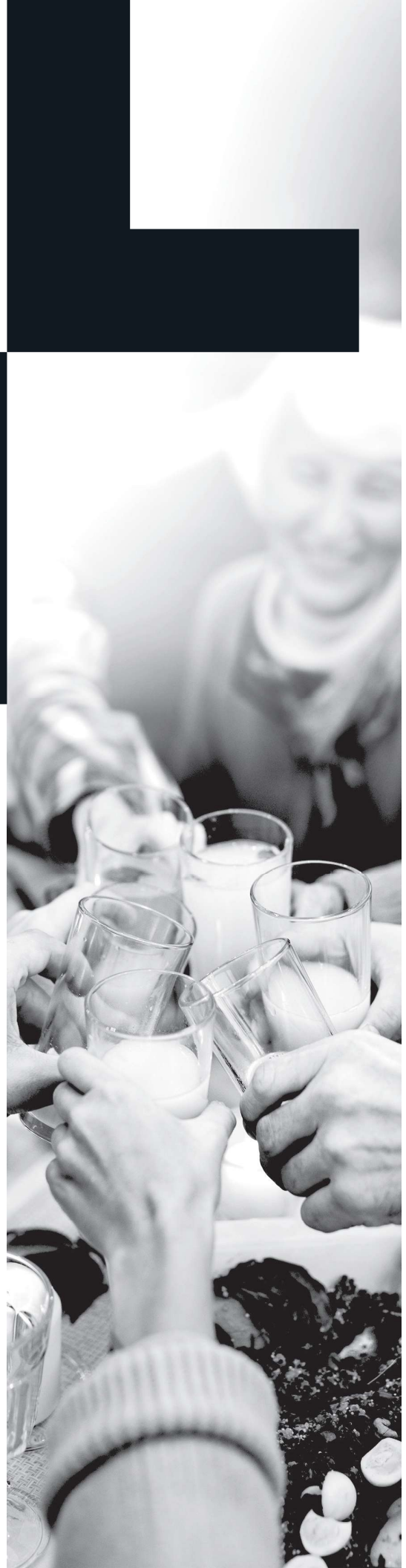
Signature of property practitioner  _____





FICA Client Pack

Purchaser / Tenant



Dear Client

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

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

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

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

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

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

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

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

Thank you for your co-operation.

Yours faithfully



PlusGroup Principal

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

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

THUS DONE AND SIGNED at _____ on _____ 20_____

AS WITNESS

PURCHASER / TENANT (Delete which is not applicable)

RSA Identity or Foreign Passport No.

JOINT PURCHASER / TENANT (Delete which is not applicable)

RSA Identity or Foreign Passport No.

Initial: 

Purchaser / Tenant FICA questionnaire – Natural persons

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Single Transaction ☐ Business Relationship ☐

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

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

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

☐ Yes ☐ No ☐

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

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

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

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

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

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

President or deputy president of South Africa	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 5 % (Five Percent) Plus VAT.
2. Should the offer to purchase agreement be cancelled (at any time after all the suspensive conditions have been fulfilled) either:
 - 2.1. by the Purchaser/s; or
 - 2.2. by the Seller as a result of the Purchaser/s' breach of the agreement.
then the Purchaser/s shall remain liable for the payment of the Agent's professional fee.
3. In the event of cancellation as per clause 2 above, the Agent's professional fee shall be payable:
 - 3.1. As a first charge against any deposit amount already received by the relevant conveyancer in their trust account, or
 - 3.2. If no deposit has been paid by the Purchaser/s, the Purchaser/s shall be requested to make payment directly to the Agent.
4. Should the Agent have to hand over the matter to its attorneys for the collection of the Agent's professional fee, the Purchaser/s will be liable for the costs thereof on an attorney and client scale.
5. The contact details of the Purchaser/s as contained in the offer to purchase will be used for the delivery of any communication, notices, or proceedings in terms of this Agent's professional fee addendum.

Date: _____ Place: _____

_____ PURCHASER	_____ JOINT PURCHASER	_____ WITNESS
--------------------	--------------------------	------------------

Benefits of this annexure accepted on behalf of the agent:

Date: _____ Place: _____



FOR AND ON BEHALF OF THE AGENT

FICA & Onboarding Questionnaire (Natural Person)



Client Details

Full Names: _____

Date of Birth: _____ Place of Birth: _____

Identity No: _____ Citizenship: _____

Passport No: (if foreign national) _____ Country: _____

Residential Address: _____

Postal Address: _____

Telephone No (W): _____ Cell No: _____

Email Address: _____

Next of Kin (Full Name): _____ Relationship: _____

Cell No: _____ E-mail: _____

Marital Status: Single ☐ Divorced ☐ Widow ☐ Traditional ☐ Married i.t.o Laws of another Country ☐
Married in COP ☐ Married out COP ☐

Client's Occupation: _____

Tax No: _____ Size of transaction (rand value): _____

Service to be provided to client: Conveyancing Anticipated frequency of services: Once Off

Source of Income (Salary / Pension / Interest / Dividends): _____

Source of Wealth (Inheritance /Family fortunes /Savings & Investment /Shares /Real Estates /Other Assets /Business
– This is Applicable for Cash & Deposits Paid
Ownerships / High Paying Employment / Property Sales / Lottery Winnings) Provide further details below:

Please note that all deposits and cash will be invested in an interest bearings Sect 86 (4) Investment account

Banking details: (Please provide banking details for the debit order holder / where interest and monies must be refunded)

Bank:	
Branch:	
Branch Code:	
Account Holder Name:	
Account Number:	
Account Type:	
Date for Debit Order:	

Domestic & Foreign Politically Exposed Persons (PEP)

Domestic PEP definition: someone who holds or has held a prominent public position or function within their own country. Heads of state and government (president, prime minister), Senior government ministers and officials, Members of the legislature (parliament, congress), Senior military officials, Heads of state-owned companies or enterprises, Members of the judiciary (judges).

Foreign PEP definition: an individual who holds or has held a prominent public position or function in a foreign country. (Presidents, Prime Ministers, Ministers, parliament members, and other high-ranking political figures, Judges in foreign supreme courts or high-level judicial bodies, Generals, admirals, and other high-ranking military officials, Senior Executives of State-Owned Corporations: CEOs, board members, and other high-level managers in foreign government-owned businesses.

Prominent Influential Person (PIP)

Prominent Influential Person (PIP) meaning: an individual who holds or has held a position of significant public or political power, or who has a strong capacity to influence public opinion or decision-making. (Heads of State, Government Officials, and Cabinet Ministers, Senior Executives of State-Owned Enterprises, Members of Parliament and Legislatures, Judges and Senior Judicial Officials, Religious Leaders and Chiefs of Provinces.)

Are you a	Domestic PEP: YES / NO	Foreign PEP: YES / NO	PIP: YES / NO
Are any family members a	Domestic PEP: YES / NO	Foreign PEP: YES / NO	PIP: YES / NO

Family members include, but are not limited to: spouse, civil or life partner, previous spouse, children and stepchildren, parents, siblings, step siblings

(K)

FICA & Onboarding Screening

Does the client's name appear on the TFS list?

YES ☐

NO ☐

(NB: If the answer to this question is YES, immediately refer this matter to the FICA compliance Officer)

Client Risk Profile

Interaction with client

1. Low – face-to-face interaction with client / no face-to-face where client was verified via face to face or certified id
2. Medium – client represented by a third party
3. High – no face-to-face interaction, business via telephone, internet, email

Client co-operation and behaviour

1. Low – client co-operated with all requests and willingly provided info & documents
2. Medium – client co-operated but with delays
3. High – client displays suspicious behaviour / indicate unusual business

Transaction within the client's financial means

1. Low – transaction falls within client's financial means
2. Medium – transaction does not fall within financial means, but funds can be traced to inheritance or pension
3. High – transaction falls outside client's financial means

Size of transaction

1. Low – Less than 2 million any amount accompanied with a bond
2. Medium – Between 2 million & 20 million
3. High – more than 20 million

Service selection

1. Low – convey matters where property is bonded (deceased transfers), Notarial service linked to a property, Litigation & Labour service
2. Medium –
3. High – Convey matters where property is not bonded (cash sales)

Client's geographical location

1. Low – South African natural, juristic & legal person working & residing in SA
2. Medium – foreign national in SA, any person working in foreign jurisdiction and not identified as high risk by FATF
3. High – Any person residing & working in a jurisdiction identified as "high risk" by FATF

Client Type

1. Natural, simples juristic or legal person where beneficial owners is not a PIP & PEP
2. Medium:
3. High - Complex juristic or legal person, and where they are a PIP or PEP
4. Extremely High – any person on TFS list

Client Activities / Occupation

1. Natural person with salary, pension or own business that concludes transactions in ZAR
2. Medium
3. High – unemployed person, cash business

Low Risk (0 – 8), Medium Risk (9 – 16), High Risk (17+)

TOTAL

1	2	3
1	2	3
1	2	3
1	2	3
1	2	3
1	2	3
1	2	3
1	2	3

Acceptance and Sign-off Process

Accept ☐

Decline ☐

Reason client was accepted or declined: _____

Employee who completed the questionnaire	Senior Management
Full Name:	Full Name:
Signature:	Signature:
Date:	Date:

(K)

FICA & Onboarding Questionnaire (Legal Person)



Entity Details

Registered Name: _____

Trading Name: _____

Purpose and Nature of Business: _____

Registration No: _____

VAT No: _____ Tax No: _____

Physical Address: _____

Postal Address: _____

Head Office Address: _____

Business Telephone No: _____ Website: _____

Banking details: (Please provide banking details for the debit order holder / where interest or monies must be refunded)

Bank:	
Branch:	
Branch Code:	
Account Holder Name:	
Account Number:	
Account Type:	
Date for Debit Order:	

Resolution (Document authorising signature on behalf of the company)

YES ☐

NO ☐

Authorised Signatory (ies) / Beneficial Owner (s)

Full Names: _____

Date of Birth: _____ Place of Birth: _____

Identity No: _____ Tax No: _____

Country: _____ Passport No: (if foreign national): _____

Citizenship: _____

Residential Address: _____

Postal Address: _____

Telephone No: _____ Cell No: _____

Email Address: _____

Ownership / Management Structure of the Entity

Company Name: _____

Directors: _____

Shareholders: _____

Beneficial Owners: _____

Who holds the shares?

Natural Person ☐

Trust ☐

Another Company ☐

(K)

If Shareholder is a Trust / Another Company

Entity Name: _____

Registration No: _____ Tax No: _____

Telephone No: _____ Email address: _____

Physical Address: _____

Trustees / Director of another company

	Trustee 1	Trustee 2
Full Name		
Identity Number		
Tax Number		
Nationality		
Cell Number		
Email Address		

Nature of Business Relationship

Service to be provided to client: Conveyancing Anticipated frequency of services: Once Off

The source of income/funds to finance the property purchased by the Director/s, or to conclude this transaction is:

Size of Transaction (Rand Value): _____

Is the entity based outside of South Africa: YES / NO

Is the entity based in a high-risk jurisdiction YES / NO

Does the entity have links to a sanctioned country YES / NO

Does the entity have any links to criminality YES / NO

Domestic & Foreign Politically Exposed Persons (PEP)

Domestic PEP definition: someone who holds or has held a prominent public position or function within their own country. Heads of state and government (president, prime minister), Senior government ministers and officials, Members of the legislature (parliament, congress), Senior military officials, Heads of state-owned companies or enterprises, Members of the judiciary (judges).

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Are any beneficial owner Domestic PEP: YES / NO Foreign PEP: YES / NO PIP: YES / NO

Are any family members a Domestic PEP: YES / NO Foreign PEP: YES / NO PIP: YES / NO

Family members include, but are not limited to spouse, civil or life partner, previous spouse, children and stepchildren, parents, siblings, step siblings

(K)

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: _____

