ADADI ESTATE

MEMORANDUM OF AGREEMENT OF SALE AND PURCHASE OF A SECTIONAL TITLE UNIT

Entered into between:

ADADI ESTATE CC

Registration number 2009/211830/23

Herein represented by XUELING GAO, duly authorized hereto by a resolution by the members

of:

71 SCHOLTZ STREET, WITFIELD, BOKSBURG

Email: adadigao@hotmail.com

(Hereinafter referred to as "the SELLER/DEVELOPER")

And

1. _____
   Identity number _____

And

2. _____ _____
   Identity Number_____

Of: _____
_____
_____

Fax: _____
Email: _____

(Hereinafter collectively referred to as "the PURCHASER/SIGNATORY")

1. Definitions

In this agreement, unless inconsistent with the context:

1.1 "Agent" means the agent specified in paragraph 26 in schedule A of this agreement.

1.2 "Attorneys" means the transfer and bond attorneys specified in paragraph 5 in schedule A of this agreement;

1.3 "Body corporate" means the body corporate that will be established in respect of the sectional title scheme, as determined in section 36 of the Sectional Titles Act 95 of 1986;

1.4 "Common property" means the common property in the scheme that belongs to all owners, as provided for in the Sectional Titles Act and of which the Property (as described in paragraph 2 of this agreement) is part;

1.5 "Completion date" means the date upon which the unit is completed and ready for beneficial occupation. In the event of a dispute this date shall be as certified by the architect, whose decision as to that date shall be final and binding upon the parties;

1.6 "Completion of the development" means the date of transfer of the last unit or exclusive use area in the development or the date of completion of any outstanding works on any units or on the common areas in the development, as certified by the architect in the event of a dispute, whichever is the latest;

1.7 "Developer" means the Seller or its nominee/s carrying out the development from time to time and includes its successors in title;

1.8 "Development" means the proposed development of a sectional title scheme on Erf 75 Witfield Township that will be known as ADADI GARDENS, which development may take place in one or more phases. The situation of the development is indicated on the plan attached hereto as Annexure A.

1.9 "Estimated occupation date" means the estimated date of occupation of the unit being the date specified in paragraph 3 in Schedule A of this agreement;

1.10 "Estimated transfer date" means the estimated date of registration of transfer of the unit and the exclusive use areas , if applicable;

1.11 "Exclusive use areas" means such parts of the common property that has been reserved for the exclusive use and enjoyment of a particular owner of a unit in the scheme (in terms of section 27 or section 27A of the Sectional Titles Act). These may include parking bay/s, storeroom/s (if any); and garages, if any.

1.12 "HCPMA" means the Housing Consumers Protection Measures Act 95 of 1998;

1.13 "Land" means the land on which the development is to be established, being Erf 75 Witfield Township as indicated on the proposed plan annexed hereto as Annexure A.

1.14 **"Occupation date"** means the date upon which occupation of the unit and, if possible, the exclusive use areas is tendered to the Purchaser. Such date shall not be before the completion date;

1.15 **"Participation quota"** means the area of an owner's section as a percentage of the total buildings erected comprising the development;

1.16 **"Plans and specifications"** mean the annexures to the sale agreement (marked A to F)

1.17 **"Property"** means the Property purchased by the Purchaser in terms hereof and described in paragraph 2 in schedule A of this agreement.

1.18 **"Sale agreement"** means the agreement of sale entered into between the Seller and the Purchaser which consists of schedule A of this agreement and all annexures attached herewith.

1.19 **"Sectional plan"** means the sectional plan/s to be prepared and registered in respect of the development;

1.20 **"Sectional Titles Act"** means the Sectional Titles Act 95 of 1986 (as amended from time to time) and includes the regulations made in terms thereof;

1.21 **"Seller"** means the seller as referred to in the heading of this agreement being ADADI ESTATE CC ,Registration number 2009/211830/23

1.22 **"Transfer date"** means the date of registration of transfer of the unit (together with the cession of the rights of exclusive use forming part of the Property, if possible) into the name of the Purchaser in the deeds registry. This date shall coincide with the date of occupation or shall occur as soon as possible thereafter;

1.23 **"Unit"** means the sectional title unit comprising the section, including an undivided share in the common property as apportioned to the section/s in accordance with the participation quota/s to be determined in accordance with the Sectional Titles Act;

1.24 **"VAT"** means Value-Added Tax at the applicable rate in terms of the Value-Added Tax Act 89 of 1991 (as amended from time to time).

1.25 Words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the female gender; and words importing persons shall include partnerships and bodies corporate and vice versa.

1.26 Reference to this agreement shall mean these standard conditions of sale and shall include schedule A of the sale agreement and all the annexures thereto.

1. Agreement

2.1. The Seller is the registered owner of Erf 75 Witfield Township.

2.2. The Seller intends to establish a sectional title residential development to be known as ADADI GARDENS on the Land.

1.3 The Seller has agreed to sell to the Purchaser who has agreed to purchase a sectional title unit in the development (together with the rights to the exclusive use of the parking bay/s, storeroom/s, and the garage (delete as applicable)), as described herein below, together with an undivided share in the common property, which will hereafter be referred to as the **Property**.

1.4 The Seller therefore hereby sells and the Purchaser hereby purchases the Property in accordance with the terms and conditions of this agreement.

2. SCHEDULE A:

Conditions of the Agreement

3.1. PROPERTY

3.1.1. The Seller hereby sells to the Purchaser who hereby purchases the property being Sectional Title Unit consisting of:

3.1.2. Certain Section No. _____having an area and defined with reference to the floors, walls and ceiling thereof and shown and more fully described on draft Sectional Plan attached hereto in the building or buildings in the scheme known as, ADADI GARDENS of which section the floor area, according to the said Sectional Plan is approximately _____(_____) square metres in extent, and situate on WITFIELD Registration Division I.R., The Province of GAUTENG; And

3.1.3. An undivided share in the common property in the land and buildings as shown and more fully described in the draft Sectional Plan apportioned to the said section in accordance with the participation quota of the section and endorsed on the Sectional Plan, held by the Seller under Deed of Transfer; And

3.1.4. Sole utilization area/s : PARKING BAY no. _____/CARPORT no. _____'CARPORT NUMBER' /WALLED GARDEN / PARKING BAY/GARAGES no._____.

* delete whichever is not applicable.

3.1.5. The total of the quotas allocated to the respective sections in phase 1 of the scheme is approximately 50%; and the participation quota of the unit hereby purchased is approximately _____.

3.1.6. It is hereby recorded that the purchaser is aware that the Seller is in the process of applying for the opening of a Sectional Title Register in regard to the Unit hereby purchased; that the draft Sectional Title Plans attached hereto are the preliminary plans; the parties hereto hereby irrevocably agree to be bound by the dimensions, etc., reflected on the draft Sectional Title Plans to be approved by the Surveyor General and in terms of which the register will be opened

in the Deeds Registry in Johannesburg; provided that however in the event of the measurement of the section and sole utilization areas stipulated herein differing by not more than 10% (ten per centum) from the plan eventually registered by the Registrar of Deeds or in the event of the unit being allocated a different number in such plan, or in the event of the Purchaser's undivided share in the common property in the Registered Sectional Plan differing by not more than 10% (ten per centum) from that specified herein, the Purchaser shall nevertheless accept transfer of the unit in satisfaction of the obligations of the Seller, but the participation quota shall be amended accordingly.

3.2. PURCHASE PRICE

3.2.1. The Purchase price of the Unit and sole utilization area/s is the sum of R _____(_____) which includes VAT of R _____(_____) which purchase price shall be paid by the Purchaser to the Seller in the following manner:

3.2.1.1. A deposit of R_____(_____) shall be payable as follows to attorneys AC NOTNAGEL INC who shall hold it in an interest bearing trust account for the benefit of the Purchaser:

3.2.1.2. Compulsory securing cash deposit of R 10 000.00 (Ten Thousand Rand) is payable upon signature of this Agreement and payable as stated in 3.2.4 herein below.

3.2.1.3. The balance of the said deposit shall be payable in _____(_____) monthly instalments of R _____ (_____) each, to the said attorneys as from _____. In the event of the balance of the deposit being paid in a lump sum, such payment shall be made within five days of the date of granting of the bond referred to in **Clause 18** herein below.

3.2.1.4. The balance of the purchase price of R_____ (_____)shall be paid on registration of transfer and shall not be less than 30 (thirty) days prior of the opening of the Sectional Title Register, either be paid to the transferring attorney to be kept in trust pending registration, or secured by a bank guarantee in favour of the Seller or its nominee/s and payable against registration of transfer of the unit and sole utilisation area/s into the purchaser's name.

3.2.2 Should for some unforeseen reason the scheme be cancelled, the deposit, if any, including the compulsory deposit referred to in **3.2.1.**. above shall be refunded to the purchaser. No liability or claims for damages or compensation or any consequential damages in the event of the scheme being cancelled can be instituted against the seller.

3.2.3. All payments provided for herein will be paid into the following account:
Bank name: NEDBANK
Acc name: AC NOTHNAGEL TRUST ACCOUNT
Bank Acc.: 193 908 7740
Branch code: 193-942

3.2.4. In the event that the purchaser fails to pay the deposit referred to in clause **3.2.1.** within a period of seven days after date of signature hereof, it will be a condition precedent of non-fulfilment of which the seller shall have the sole option to render this agreement null and void. In the event that a portion of the deposit was paid the portion will be non-refundable in lieu of pre-estimated roukoop without giving any further written notice.

3.2.5. Notwithstanding anything to the contrary herein contained, the Purchaser shall not be entitled to possession and/or occupation of the property until such time as the full deposit shall have been paid and all transfer and bond documents (if Purchaser is obtaining a bond) have been signed at the conveyancers which full deposit must be paid at least one month prior to the projected date of occupation determined in terms of Clause **3.3**.herein below.

The parties hereby authorise AC NOTNAGEL ATTORNEYS to invest in terms of Section 86(4) of the Legal Practice Act of 2014 any payments referred to in clause **3** they may hold in trust or receive on the purchaser's behalf with any Banking institution at such interest rates and upon such conditions as they may deem fit. The interest accruing thereon shall be for the credit of the party on whose behalf the money is being held.

3.3. <u>POSSESSION AND OCCUPATION</u>

3.3.1. Subject to clause **3.2.** occupation of the property shall be given to the Purchaser/s on the date of registration, alternatively prior to registration on a date agreed upon between the parties, alternatively on the date of completion of the unit whichever occurs later.

3.3.2. Should the purchaser elects to take occupation of the property prior to registration then:

3.3.2.1. The purchaser shall be liable for the monthly occupational interest being one (1) % percent per month, calculated on the full purchase price, from date of occupation to date of registration of the unit in the Purchaser's name.

3.3.2.2. The occupational interest shall be payable monthly in advance, which payment shall be made to the transfer attorney into the trust account, the details of which are provided for in Clause **3.2.3.**hereof.

3.3.3. The purchaser hereby acknowledges that occupation of the property in no way whatsoever creates a tenancy.

3.3.4. The Seller shall give one calendar months notice in writing to the Purchaser, of date of occupation of the Property by the Purchaser. If the section and the sole utilization areas are not ready for beneficial occupation by the Purchaser within 10 (ten) months from date of signature of this agreement, then the Seller may, by giving notice at least 30 (thirty) days before such date to that effect to the Purchaser, extend such date for a further period of not more than 3 (three) months. The Seller shall not incur any liability of whatsoever nature by reason of the Seller's failure to give such notice as aforesaid, or the section not being ready for beneficial occupation on expiration of such notice. Notwithstanding anything to the contrary contained in the aforegoing however, if the section is not ready for beneficial occupation 6 (six) months of the date of occupation referred to above, then either party shall be entitled to resile from this agreement and the Seller shall, in the event of either party so resiling, refund to the Purchaser the capital amounts paid by them in terms hereof plus accrued interest thereon.

3.3.5. The Purchaser shall be obliged to attend a pre-occupation inspection of the unit when requested by the Seller or its agent, which shall be at least 14 (FOURTEEN) days prior to the projected occupation date determined in Clause **3.3** above, in order to assist the Seller's representative to prepare a defects correction list (if any) and completion list for the building contractor to attend to.

3.3.6. The Purchaser shall be entitled to and obliged to accept occupation of the section on the occupation date.

3.3.7. The Purchaser shall within 7 (seven) days from date of occupation deliver to the Seller a single comprehensive list signed by themselves enumerating any items in the section requiring repair by the Seller and upon repair of such items as reasonably required repair, the Purchaser shall be deemed to have accepted that the section is in a fit and proper condition in all respects. If the Purchaser does not deliver such list to the Seller within the said 7 (SEVEN) days it shall be deemed that the section is in a fit and proper condition. The Purchaser is obliged to grant to the Seller access to the unit during normal working days and working hours, for a period of 2 (two) weeks for the purposes of effecting the repairs, failing which the Seller is absolved from effecting any repairs.

3.3.8. Any dispute as to whether the section is ready for beneficial occupation, or whether repairs referred to herein above have been satisfactorily carried out, shall be referred at the instance of either party to an expert nominated at the request of either the Seller or the Purchasers by the President in Chief for the time being of the Association of South African Quantity Surveyors and that expert, acting as expert and not as arbitrator, shall settle such dispute immediately and without delay at the section and without formal pleadings or submissions and his award shall be final and binding upon both parties. For the purposes of this agreement the expression "beneficial occupation" means "reasonably habitable" by the Purchase.

3.3.9. The Purchaser shall from the date of occupation:

3.3.9.1. Be liable for the payment of the levy due to the Body Corporate as if he was the registered owner of the Unit, which liability shall be determined in accordance with the participation quota.

3.3.9.2. Comply with all the terms and provisions of the rules of the Body Corporate filed in the Deeds Registry, as if he was the registered owner of the Unit. The rules are deemed to be incorporated in and form part of this Agreement.

3.3.9.3. Be entitled to the exclusive use and enjoyment of the Section and any sole utilization areas referred to in Clause **3.1.4** above.

3.3.9.4. Be entitled and subject to all the rights conferred in the rules as if he was the registered owner of the Unit. (See annexure F for Rules).

3.3.10. Pending the establishment of a Body Corporate as envisaged in the Sectional Titles Act 95/1986 and/or in the event that the Purchaser should take occupation prior to transfer of the unit, he will not be entitled to make any alterations or additions to the section without the prior written consent of the Seller and shall be obliged to maintain the section and sole utilisation areas in a fit and proper condition and properly painted and shall also maintain the geyser and electrical fittings.

3.3.11. The Purchaser shall be liable for all rates payable to the local authority, electricity as well as any water (should separate water meters have been installed) used in the Unit/consumed in respect of the unit from the date determined in clause **3.3.1** hereof.

3.3.12. The Purchaser acknowledges that on date of occupation by the Purchaser of his section, construction of the building/s including infrastructure and roads in the development may not yet have been completed. The Purchaser accordingly hereby agrees that he will not have any claim against the Seller, its contractors, employees and invitees as a result of any damage done to the section and sole utilisation areas nor in respect of any nuisance, noise and other inconvenience from whatsoever cause arising, nor in respect of public liability. These factors shall not entitle the purchaser to refuse to take transfer or to cancel or withdraw from this agreement or to claim damages from any person .or institute interdict proceedings. The seller shall not be responsible for any loss, damage or inconvenience suffered by the purchaser for reason of such building operations.

3.3.13. The Purchaser shall be entitled to use the section only as a dwelling.

3.3.14. The Seller either personally or through its servants or agents, shall be entitled at all reasonable times to have access to the section for the purpose of inspecting it or to carry out any maintenance or repairs which the Seller may in terms hereof be obliged or entitled to perform whether such repairs relate to the section or not, and the Purchaser shall have no claim against

the Seller for any disturbance in their occupancy arising out of the exercise by the Seller of the rights hereby conferred.

4. TRANSFER OF THE PROPERTY ,TRANSFER AND BOND ATTORNEYS

4.1. Transfer of the section shall be effected by
Attorney name: AC NOTNAGEL ATTORNEYS
Address: 61 Hendrik Potgieter Avenue, Dalview, Brakpan
Telephone no.: 011 740-2220/2221

the Seller's attorneys/conveyancers, after the purchaser has paid and/or secured payment of the full purchase price INCLUSIVE OF VAT. The Seller shall pay the costs of and incidental to the registration of transfer of the unit into the name of the Purchaser, as well as the bond registration costs, provided the mortgage bond is registered by :

LOUWRENS COETZER & PARTNERS
15 Athlone Avenue , Dalview ,Brakpan
for ABSA , STANDARD BANK AND FIRST NATIONAL BANK ,and

VHI INCORPORATED for NEDBANK ,
C/O 15 Athlone Avenue , Dalview ,Brakpan .

The Purchaser shall be obliged to sign on demand by the said conveyancers all documents required for the registration of transfer of the Section into his name and any mortgage bond documents. The Seller shall be liable for the expenses incurred in the opening of the Sectional Title Register, as provided in terms of the Sectional Titles Act 95 of 1986. The Purchaser shall be liable for any bank charges and bank valuation fees in respect of the mortgage bond.

4.2. In the event of it becoming impossible in the discretion of the Seller and for any reason whatsoever for the Seller to pass transfer to the Purchaser the Seller shall advise the Purchaser of this fact in writing. In such event, either party shall be entitled to resile from this agreement and upon either party doing so the Seller shall refund to the Purchaser all amounts paid by the Purchaser in terms of Clauses **3.2**. of this Agreement. In the event of the Purchaser having already taken occupation no amounts paid as rental in terms of Clause **3.3.** shall be refundable. The Purchaser and all those claiming occupation through or under him shall vacate the unit at the end of the calendar month in which such refund is made. Save as aforesaid the parties shall have no further claims against each other.

4.3. The purchaser shall accept and comply with the management and conduct rules compiled by the developer and/or trustees of body corporate for the development , as proved for the Sectional Titles Act.

5. WHOLE AGREEMENT

The parties acknowledge that this Deed constitutes the entire Agreement between them and that no cancellation, alteration or addition shall be valid unless reduced to writing and signed by both parties and witnesses.

6. SPECIFICATIONS AND FINISHES

6.1. The Seller undertakes to complete the unit, prior to date of occupation according to annexures D and E.

6.2. Variations to the schedule of finishes shall be for the purchaser's account including any professional fees occasioned by such variations.

6.3. Any extras over and above the specifications and finishes shall be for the purchaser's account including professional fees occasioned by such extras

6.4. Notwithstanding the provisions of clause **6**, the Seller shall not be liable for any defects in the unit and/or the exclusive use areas in respect of the following:

6.4.1. any damage or defects not having been caused by the Seller or any of its agents;

6.4.2. touch up paint of any nature;

6.4.3. hairline cracks in the plaster work;

6.4.4. any shrinkage/movement and expansion cracks between different components/materials used or cracking which might appear in control movement joints;

6.4.5. any mould growth caused by the Purchaser's failure to allow for proper ventilation and/or condensation;

6.4.6. any doors and windows slamming in windy conditions or any damage caused thereby;

6.4.7. wind and rain entering through the windows and doors left open.

6.5. The certificate of final completion issued by the architect shall be conclusive evidence as to the completion of the unit and/or the exclusive use areas, and that all patent defects have been made good.

6.6. Upon the issue of a certificate of final completion by the architect in respect of the unit and/or the exclusive use areas, the Purchaser shall have no claim whatsoever against the Seller in respect of the unit and/or the exclusive use areas and/or any defects therein (whether patent or latent).

6.7. All warranties and undertakings given by the Seller to the Purchaser in terms of this agreement are personal to the Purchaser who shall not be entitled to cede, assign or make over its rights thereto.

7. Communal Amenities and Common Areas

7.1. The Purchaser acknowledges and agrees that the owner/occupier of a unit in the development shall be entitled to the use of the communal amenities and the common areas.

7.2. The Purchaser acknowledges and agrees that the communal facilities and/or the common areas may only be available for use by the owner/occupier of a unit upon completion of the development.

7.3. The use of the communal amenities shall be regulated by virtue of rules compiled by the developer and/or the Trustees of body corporate for the development, as provided for in the Sectional Titles Act.

8. Body Corporate and Body Corporate Rule

It is recorded that the Seller intends, when submitting the application for the opening of the sectional title register in respect of the scheme, to register special rules for the body corporate under section 10 of the Sectional Titles Schemes Management Act, in terms of which, amongst other things:

8.1. the Purchaser grants the Seller an irrevocable power of attorney (operative from the time the Purchaser becomes the registered owner of the unit), until such time as 80% of the units in the scheme have been transferred to purchasers thereof, to attend the necessary meetings of the Body Corporate and on behalf of the Purchaser, to vote at such meetings and furthermore to grant such consents as may be required to give effect to the import and intent of this agreement, and any contract concluded pursuant to these provisions.

8.2. Until such time as the Body Corporate comes into being, the term "Body Corporate" shall refer to the developer and the "Levy payable" shall refer to the levy imposed by the developer/seller. The "rules" of the Body Corporate shall be the rules as set out in Annexures 8 and 9 of the Sectional Title Regulations promulgated on 8th April 1988.

9. DOMICILIA

9.1. The Seller and the Purchaser choose as their *domicilia citandi et executandi* the addresses as set out in the heading of this agreement.

The Purchaser however shall be entitled to change his or her *domicilium citandi et executandi* to the specific Unit he or she occupies and/or owns.

9.2. Any letter or notices shall be deemed to be received by the Purchaser four days of posting thereof if posted by registered post to such domicilium or on the date of delivery if delivered at such domicilium or if faxed, immediately after transmission thereof.

9.3. Either party may from time to time change his *domicilium citandi et executandi* by delivery of a written notice to the other party to that effect.

9.4. Notice may also be given by the parties by facsimile transmission or e-mail transmission to the other party to a fax number or e-mail address provided for in the preamble and notice so given shall be deemed to have been received by the other party on the 1st business day following the date upon which the facsimile transmission or e-mail was transmitted.

10. JURISDICTION OF THE MAGISTRATE'S COURT

10.1. The parties hereto bind themselves and submit to the jurisdiction of the Magistrate's Court having jurisdiction in terms of the provisions of Section 45 and 28 of the Magistrate's Court Act No. 32 of 1944, as amended, in respect of any dispute or difference or legal proceedings arising out of or in connection with this Agreement including action for payment of the price or ejectment of the Purchaser from the unit whether or not such action is within the present or future jurisdiction of the said Court.

10.2. The Seller however at its sole discretion will be entitled to litigate in the High Court of South Africa at its sole discretion in terms of which High Court fees will be applicable.

11. BREACH OF THE AGREEMENT

11.1. In the event of the Purchaser failing to make any payment or failing to fulfil any obligation in terms of this Agreement and failing to remedy such breach of default within 7 (SEVEN) days of written notice, by prepaid registered post, delivery or facsimile addressed to the Purchasers' domicilium, or fax number, requiring such payment or the remedying of any other such breach, the Seller shall be entitled without further notice (in addition to and without prejudice to any other rights available at law):-

11.1.1. to claim immediate payment of the entire balance of purchase price outstanding, although not otherwise due by the Purchaser under this Agreement; or

11.1.2. to cancel this Agreement and claim payment of all arrear instalments due and retain any and all cash payments made under this Agreement by the Purchaser prior to cancellation, either as rouwkoop or by way of a penalty, or as liquidated damages or as payment in respect of the prejudice, which the parties hereby agree will be suffered by the Seller as a result of the Purchaser's breach aforementioned, excluding any payment made in advance of the date of cancellation in respect of rates and taxes and insurance premiums; or

11.1.3. in lieu of exercising his rights under Clause 11.1 above, to cancel this Agreement and claim and recover from the Purchaser such damages as the Seller is able to prove he has sustained and the Seller shall be entitled to retain in trust the cash payment and any other payments made by the Purchaser prior to cancellation, which amounts of money shall be deemed as pre-estimated damages and shall be non-refundable until the actual amount of damages has been determined by a court and thereupon set off such damages against the aforesaid amounts held in trust.

11.2. Notwithstanding the provisions of this clause, should the Purchaser not have paid the cash amounts hereinbefore referred to on the signing of these presents , and should the purchaser fail to make any other payments provided for herein on their due dates , the seller shall be entitled without notice and without prejudice to any other rights to sue for and claim payments of such amounts as have not been paid by the purchaser on due date thereof.

11.3. Upon cancellation for any reason whatsoever, the Purchaser and all other persons in occupation thereof claiming through or under the Purchaser shall be obliged to vacate the Unit immediately, it being recorded that any rights of occupation granted to the Purchaser flow only from this contract and are in no way to be interpreted as any form of tenancy.

11.4. Should the purchaser dispute the right of the seller to cancel this agreement , then pending the determination of the dispute , the purchaser shall be obliged to continue payment of all amounts payable by it in terms of this agreement on due dates thereof and the seller shall be entitled to recover and accept those payments without prejudice to the seller's claim for cancelation 0f this agreement or any other rights of the seller whatsoever.

12. LETTING OF PROPERTY

The Purchaser may lease or sublet the property prior to opening of a sectional title register in respect of the unit hereby purchased subject to the express condition that the purchaser hereby indemnifies the seller against any damages the Seller may suffer should any tenant invoke the provisions of section 10 of the Sectional Titles Act.

13. IRREVOCABLE OFFER

This offer to purchase shall, subject to the provisions of Clause 22 below be irrevocable until noon on _____. Acceptance of this Agreement before the said time limited is binding on all the parties irrespective of notification of acceptance by the Seller and the Purchaser.

14. WARRANTIES

14.1. The Purchaser further acknowledges that no warranties, undertakings or representations of whatsoever nature by or on behalf of the Seller have been made except as are recorded herein.

14.2. The Seller records that on opening of the Sectional Title Register it will be the registered owner of the Unit.

14.3. The Seller hereby warrants that it is registered, in terms of the Housing consumers Protection Measures Act 95/1998 (hereinafter referred to as the Act) as a "home builder" and that the Sectional Title Unit (the home) to be erected is or shall be enrolled with the Council Established in terms of the aforesaid Act and that the prescribed fees shall be paid.

14.4. The warranties referred to in Section 13(2) of the Act set out hereunder are hereby incorporated in this Agreement and the time limits referred to in Section 13(2) of the Act set out hereunder are hereby incorporated in this Agreement and the time limits referred to in Section 13(2)(b)(I(ii) and (iii) of the Act shall in respect of this Agreement be the minimum periods referred to in the aforesaid Section:

The home, depending on whether it has been constructed or is to be constructed –

(i) is or shall be constructed in a workmanlike manner;
(ii) is or shall be fit for habitation; and
(iii) is or shall be constructed in accordance with –

(aa) the NHBRC Technical Requirements to the extent applicable to the home at the date of enrolment of the home with the Council; and
(bb) the terms, plans and specifications of the Agreement concluded with the housing consumer (EMPLOYER) as annexed to this Agreement.

15. INDULGENCE

No relaxation or indulgence which any party may show to the other shall in any way prejudice or be deemed to be a waiver of its/his/her rights hereunder.

16. MULTIPLE PURCHASERS

Insofar as there is more than one Purchaser in terms of this agreement, the liability of each of the Purchasers shall be joint, several and in solidum.

17. COMPANY TO BE FORMED

If the signatory/purchaser hereto is acting as a represtative for a company to be formed then:

17.1. the Purchaser warrants and undertakes to the Seller that the Purchaser's company:

17.1.1. will be duly incorporated and registered in terms of the company's act and have issued to it a Certificate to Commence Business/Founding Statement within a period of 90 (NINETY) days from the date of signature of the Deed of Sale, or within such extended period as may be agreed upon in writing between the Purchasers and the Seller.

17.1.2. within 14 (fourteen) days of its incorporation will adopt, ratify and confirm the provisions of this Agreement in every respect;

17.1.3. will fulfil all the obligations imposed upon it as Purchasers in terms of this Agreement.

17.2. Should the signatory's company not be duly incorporated and/or have a Certificate to Commence Business/Founding Statement issued to it and/or fail to adopt, ratify and confirm the provisions of this agreement in every respect, all in accordance with the provisions set out above, then the signatory, by his signature to this Agreement of Sale, shall be deemed to be the purchaser and is obliged in terms of this Agreement to fulfil all and sundry obligations imposed upon the Purchaser in terms of this Agreement.

17.3. In the event of the signatory's company being incorporated having a Certificate to Commence Business/Founding Statement issued to it and adopting, ratifying and confirming the provisions of this Agreement in every respect, then the signatory by his signature to this Agreement of Sale binds himself as surety for infaconof all its obligations in terms of this agreement.

18. SUSPENSIVE CONDITION

The Agreement is subject to the suspensive condition that the Purchaser (or the Seller or the Agent or nominated bond originator being EVO GROUP on the Purchaser's behalf) are able to raise a loan upon the security of a First Mortgage Bond to be passed over the Unit for the sum of not less than R_____ (_____) at prevailing maximum Bank rates and conditions. The Purchaser undertakes to sign all necessary documents in connection herewith. Should such loan not be granted in principle within 45 (FORTY FIVE) days of date of signature of this Agreement then either party to this Agreement may resile therefrom by giving the other party written notice to this effect.

19. ONWARD SALE

It is an express term of this agreement that whilst the Developer has an interest in any unit in the scheme which the developer intends selling, and/or developing the purchaser shall not be permitted to put up/or cause to be put up any "for sale", "sold" or "to let" sign at the purchaser's unit, the common property or on the pavement outside the sectional title complex.

20. COMPLIANCE CERTIFICATE

The Seller will be obliged, prior to the registration of transfer of the property into the name of the Purchaser, or the date of occupation thereof by the Purchaser, whichever is the sooner, at the Seller's cost to make available to the Purchaser in the form specified in annexure 1 to the Electrical Installation Regulations 1992 or any amendment thereof ("the regulations") of the Occupational Safety and Health Act No. 85 of 1993 a valid certificate of compliance as contemplated in the regulation by an accredited person in respect of the electrical installation (both as defined in Regulation 1) in or on the property hereby sold.

21. COSTS

21.1. The Purchaser will be obliged, prior to the registration cost in respect of the bond to be registered (if applicable) . The Purchaser shall be liable for and on demand pay the Bank's initiation and valuation

fees, electrical consumer deposit and any other costs incidental to obtaining insurance clearance certificates required by the Mortgagee.

21.2. The Seller shall be liable for the payment of the transfer costs of the property to the Conveyancers.

22. ANNEXURES TO AGREEMENT

The following annexures to this Agreement form an integral and indivisible part of this Agreement, and have been initialled by the parties for identification purposes:

Annexure A	Plan and Unit Location
Annexure B	Plan of Section
Annexure C	Specifications
Annexure D	Schedule of finishes
Annexure E	Body Corporate Rules
Annexure F	Sectional Title Plans

23. SPECIAL CONDITIONS

_____

_____

_____

24. PHASED DEVELOPMENT

24.1. The Seller shall be entitled to carry out the development in such phases as the Seller may decide from time to time.

24.2. The Seller intends in its application for registration of the sectional plan to reserve the right in terms of section 25(1) of the Sectional Titles Act to erect and complete from time to time, within a period of 15 (fifteen) years after the opening of the register, the building or buildings shown on the plans annexed to this agreement, on the common property, and to divide such building or buildings into sections and common property, and to confer the right of exclusive use over parts of such common property upon the owner or owners of one or more sections.

24.3. The Purchaser agrees to allow the Seller to exercise its right to proceed with the development/extension in the manner envisaged herein and shall not be entitled to interfere with or obstruct the Seller from erecting on the common property or any portion thereof, the common areas and communal amenities until such time as the aforesaid amenities or additional buildings have been completed.

24.4. The Purchaser undertakes to sign upon request by the Seller or its authorised agent all such documents as may be necessary to enable the Seller to proceed with the aforesaid phases and/or extension of the development.

24.5. Should the Purchaser fail or refuse to sign any such document, then the Purchaser hereby appoints the Seller as his attorney and agent to sign the same on the Purchaser's behalf.

24.6. It is hereby recorded that the Developer/Seller has served the right to extend the Sectional Title Scheme as envisaged in Section 25 of Act 95 of 1986, namely the right to erect and complete from time to time for its own account:

24.6.1.1 A further building or buildings; and/or

24.6.1.2 A horizontal extension of an existing building; and/or

24.6.1.3 A vertical extension of an existing building on the specified part of the common property as indicated on the building plan contemplated in Section 25 of Act 95 of 1986 and to divide such building or buildings into a section or sections and common property as to confer the right of exclusive use over parts for sole utilisation over part of such common property upon the owner or owners of one or more of such sections of the buildings in the scheme known as ADADI GARDENS situate on WITFIELD TOWNSHIP Registration Division I.R., The Province of GAUTENG, as shown on the Sectional Plan which extension shall consist of further units.

The Seller and the Purchaser place on record that the Seller may develop the scheme in further phases and shall possibly have to deviate from or amend the plans filed (to be filed) in the Deeds Office, Johannesburg, in terms of Section 25(2) of Act 95 of 1986, which set out the building or buildings to be erected on part of the common property affected by the reservation; the siting, height and coverage of all buildings; the entrances and exits to the land; the building restriction areas, if any; parking areas; and the typical elevation treatment of all buildings, are indicated; and showing the manner in which the building or buildings to be erected are to be divided into a section or sections and any exclusive use areas/sole utilisation areas. The deviation/amendment may be as a result of the Seller having to change the number of bedrooms per unit depending on the marketability of particular sized units. The parties further place on record that such deviation/amendment of the plans will affect the Purchaser's participation quota which determines the Purchaser's levy contribution to the levy fund; the Purchaser acknowledges that he/she is aware of the provisions of Section 25(13) of Act 95 of 1986 which reads as follows :

'A Developer or his successor in title who exercises a reserve right referred in Sub-section (1) of Section 25, or a Body Corporate exercising the right referred to in Sub-section (6), shall be obliged to erect and divide the building or buildings into sections strictly in accordance with the documents referred to in Sub-section (2) of Section 25, due regard being had to changed circumstances which would make strict compliance impracticable, and an owner of a unit in the scheme is prejudiced by his failure to comply in this manner, may apply to the court, whereupon the court may order proper compliance with the terms of the reservation, or grant such other

relief, including damages, as the court may deem necessary.'

The Purchaser further places on record that despite being aware of the above, he/she has no objection to the Developer deviating or amending the plans for the further phase developments or altering the number of bedrooms per unit and/or increasing or decreasing the number of units to be erected in the further phases of the Sectional Title Scheme.

25. CONSUMER PROTECTION ACT

25.1. It is recorded that the SELLER is a 'producer' as define in the CONSUMER PROTECTION ACT 2008 (No 68 of 2008) and that the PROPERTY is sold with an 'implied warranty of quality' as provided for in Section 56 of the act being a warranty that the PROPERTY complies with the requirements and standards contemplated in Section 55 of the act which Section provides that the PURCHASER has a right to receive the PROPERTY on the basis that –

25.1.1. it will be reasonably suitable for the purposes for which it is generally intended;

25.1.2. it is of good quality, in good working order and free of any defects;

25.1.3. it will be useable and durable for a reasonable period of time, 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 that the Buildings have been altered after having left the control of the SELLER.

25.2. The PURCHASER confirms that this transaction is not a result of direct marketing by the SELLER, The PURCHASER does accordingly not have the right to invoke the provisions of Section 16 of the Consumer Protection Act, 2008 (Act 68 of 2008), to have the agreement rescinded in terms of this section.

26. AGENTS COMMISSION

26.1. The Developer has appointed ~~Huizemark~~ Plus Gtoup, duly represented by _____

26.2. The Developer shall pay the Agent's commission together with any Value Added Tax thereon premised on **5% OF THE PURCHASE PRICE (**excluding VAT), in consideration of the introduction of the Purchaser by the Agent and the conclusion of this agreement. The Agents commission shall be deemed to have been earned upon conclusion of this agreement and upon grant of the mortgage finance and the fulfillment of any suspensive conditions herein contained (if applicable)

26.3. Both parties herein warrant that the Agent has been the effective cause of the sale concluded between the parties.

26.4. The transferring attorneys are hereby irrevocable instructed by the Developer to pay the Agents

commission or any unpaid portion thereof to the Agent as a first charge against the nett proceeds realized from the sale of the property, upon registration of the property.

26.5. In the event of cancellation of the agreement of sale as a result of any fault or breach on the part of the Purchaser, on the happening of such event, the defaulting party shall become liable for the payment of Agent's commission

THUS DONE AND SIGNED BY THE PURCHASER AT _____ ON THE ____DAY OF

_____ 20_____.

AS WITNESS:

1. _____ _____
PURCHASER

2. _____ _____
PURCHASER

THUS DONE AND SIGNED BY THE SELLER AT_____ ON THE_____ DAY

OF _____ 20_____.

AS WITNESS:

1. _____

2. _____ _____
SELLER/DEVELOPER

We hereby accept the benefit of this contract (*stipulato alterii)*

_____
q.q. AGENT

DETAILS OF PURCHASER
THE FOLLOWING INFORMATION IS REQUIRED FOR THE PURPOSE OF TRANSFER AND REGISTRATION OF A MORTGAGE BOND

Full names: _____

Date of birth: _____

Identity number: _____

Marital status i.e. married, single, divorced, widowed: _____

How married, i.e. ANC/Married in community of property: _____

Country of marriage: _____

Date married: _____

Present Physical address: _____

Postal address:_____

Telephone: (home) _____ (work) _____

Occupation:_____

Business address: _____

Telephone: _____

Fax No:_____

Email address: _____

Cell phone no: _____

Spouse's Full names: _____

Date of Birth:_____

I.D. No:_____

Present physical address: _____

Postal address: _____

Telephone: (home) _____(work) _____

Occupation:_____

Business address:_____

Telephone:_____

Fax No:_____

Cell phone no: _____

Name of bank to which application made for mortgage finance: _____

Name and telephone number of bond consultant: _____

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: ADADI ESTATE CC Registration number 2009/211830/23

Joint Seller: _____

(Full names & surname)

Purchaser: _____

Joint Purchaser: _____

(Full names & surname)

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

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

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

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

AS WITNESS	PURCHASER	JOINT PURCHASER

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

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

AS WITNESS	SELLER	JOINT SELLER

Agent's professional fee annexure to offer to purchase

Development: Adadi Estate

Property or unit description: _____

Seller/developer: ADADI ESTATE CC Registration number 2009/211830/23

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 Client Pack

Purchaser / Tenant

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

Dear Client

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

The **FINANCIAL INTELLIGENCE CENTRE ACT (FICA)**, designed to counter money laundering, has been promulgated. Property Practitioners have been designated as accountable institutions in terms of the ACT.
As an accountable institution, we may not establish a business relationship, or conclude a single transaction, with you, our Client, unless:

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

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

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

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

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

Thank you for your co-operation.

Yours faithfully

_____

PlusGroup Principal

I/We _____

and_____

hereby declare that I/we reside at _____

_____

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

_____

THUS DONE AND SIGNED at _____ on _____20_____

_____

AS WITNESS

_____ _____

PURCHASER / **TENANT** (Delete which is not applicable) **RSA Identity or Foreign Passport No.**

_____ _____

JOINT PURCHASER / **TENANT** (Delete which is not applicable) **RSA Identity or Foreign Passport No.**

Initial: _____

Purchaser / Tenant FICA questionnaire - Natural persons

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

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

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

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

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

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

   Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

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

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

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

   Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

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

   _____

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

   Single Transaction ☐ Business Relationship ☐

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

   _____

10. Will any payments involve a payment by you or your Representative of R25 000 or more in cash?
    (i.e. paper money, coins or traveller's cheques?) Yes ☐ No ☐

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

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

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

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

   _____

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

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

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

☐	Manager or CFO of a municipality
☐	Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity
☐	Head, accounting officer or CFO of a national or provincial department
☐	Ambassador, high commissioner or other senior representative of a foreign country based in South Africa
☐	Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a Company doing more than the gazetted amount worth of business with the government

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

   _____

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

Full name of Officer administering questionnaire: _____

Signature: _____ Date: _____/_____/20_____

Initial: _____

Joint Purchaser / Tenant FICA questionnaire - Natural persons

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

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

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

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

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

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

   Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

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

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

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

   Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

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

   _____

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

   Single Transaction ☐ Business Relationship ☐

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

   _____

10. Will any payments involve a payment by you or your Representative of R25 000 or more in cash?
    (i.e. paper money, coins or traveller's cheques?) Yes ☐ No ☐

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

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

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

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

   _____

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

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

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

☐	Manager or CFO of a municipality
☐	Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity
☐	Head, accounting officer or CFO of a national or provincial department
☐	Ambassador, high commissioner or other senior representative of a foreign country based in South Africa
☐	Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a Company doing more than the gazetted amount worth of business with the government

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

   _____

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

Full name of Officer administering questionnaire: _____

Signature: _____ Date: _____/_____/20_____

Initial: _____

To be completed by the Natural person (person completing the questionnaire) acting on behalf of the Client dealing with PlusGroup. *Tick where applicable* ***(X)***

FICA questionnaire - Natural persons acting on behalf of Companies and Close Corporations

The Client is *not* the person filling in the form, but the Company or Close Corporation on behalf of which the form is being filled.

1. What is the Company or Close Corporation's name and registration number?

   _____

2. Does the Company or Close Corporation have a presence in South Africa (i.e. assets, operations or business premises)? | Yes | | No | |

   If "yes", please provide details: _____

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

   _____

4. Is the Company or Close Corporation dealing with PlusGroup on behalf of another person (i.e. a Principal)? | Yes | | No | |

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

5. What is the source of the Company or Close Corporation's authority to deal with PlusGroup on that Principal's behalf?

Authorisation letter		Power of attorney		Other similar instrument	

6. What is your full name & surname (i.e. the person completing questionnaire on behalf of the Company or Close Corporation)?

   _____

7. What is the source of your authority to complete this questionnaire and deal with PlusGroup on the Company or Close Corporation's behalf?

Authorisation letter		Power of attorney		Other similar instrument	

8. Please describe the type of service that the Company or Close Corporation seeks from PlusGroup, and also the purpose for which that service is sought?

   _____

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

Single Transaction		Business Relationship	

10. If the Company or Close Corporation requires a Business Relationship, how will any of the payments owed to PlusGroup under the Business Relationship be financed?

    _____

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

    _____

12. Please describe the Company or Close Corporation's business (i.e. what industry it is in, what products / services it sells etc.).

    _____

13. What is the Company or Close Corporation's ownership and control structure?
    (Note: This question is about whether the Client is part of a fairly simple ownership structure in terms of which its assets are directly owned or controlled by an easily determinable number of Natural persons (which will *almost always* be the case for a Close Corporation), or whether the Client is part of a more complex structure, in terms of which it is not as easy to determine the Natural persons who directly own and control the Client's assets.)

    _____

    _____

    _____

Initial: _____

To be completed by the Natural person (person completing the questionnaire) acting on behalf of the Client dealing with PlusGroup. *Tick where applicable* ***(X)***

14. Who are the ultimate beneficial owners of the Company or Close Corporation?

METHOD 1 – Names of ultimate Natural persons who individually or collectively own a majority (25%) of the Company's shares or CC's members' interests **OR**

_____

_____

_____

METHOD 2 – Names of ultimate Natural persons who individually or collectively control the Company or CC (i.e. have a material influence on the Company or Close Corporation's operations) **OR**

_____

_____

_____

METHOD 3 – Names of Company or Close Corporation's executive managers

(Note: For a Close Corporation, the ultimate beneficial owners are the members of the Close Corporation who, individually or acting together, own 25% of the members' interests, and who are almost always Natural persons. For a Company, the ultimate beneficial owners or controllers are the Natural persons who, individually or acting together, ultimately own 25% or more of the shares of the Company, or otherwise control the Company (for instance through a shareholders agreement). For example, if Company A (a Client of the Business) is 25% owned by Company B, and Company B is in turn 100% owned by John Smith, then John Smith is the ultimate beneficial owner of Company A, even though he is not the legal owner of the 25% stake in Company A.

Please fill in this question based on the available information and considerations of practicality, choosing the most suitable of the 3 given methods of identifying the Natural persons who benefit from the assets and income of the Company.)

_____

_____

_____

Initial: _____

To be completed by the Natural person (person completing the questionnaire) acting on behalf of the Client dealing with PlusGroup. *Tick where applicable* ***(X)***

FICA questionnaire - Natural persons acting on behalf of Partnership

1. What is the identifying name of the Partnership (i.e. the trading name or name by which the Partnership is commonly known)?

   _____

2. Does the Partnership have a presence in South Africa (i.e. assets, operations or business premises)? Yes ☐ No ☐

   If "yes", please provide details: _____

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

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

4. What is the source of the Partnership's authority to deal with PlusGroup on that Principal's behalf?

   Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

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

   _____

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

   Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

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

   _____

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

   Single Transaction ☐ Business Relationship ☐

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

   _____

10. Will any of the payments referred to in the previous question involve a payment by the Partnership or its Representative of R25 000 or more in cash (i.e. paper money, coins or traveller's cheques?) Yes ☐ No ☐

11. Please describe the Partnership's Business (i.e. what industry it is in, what products / services it sells etc.).

    _____

12. If the Partnership is a Professional Partnership (i.e. all the partners are public accountants or auditors, attorneys, pharmacists, medical doctors or other professionals, engineers, architects or engineers), then who are the executive partners that control the day-to-day operations of the Partnership?

    _____

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

    All Natural persons ☐ All companies ☐ A mixture of the two ☐

14. What are the names of the partners (including silent partners and partners en commandite, i.e. partners that do not necessarily involve themselves in the day-to-day running of the Partnership, and who are not known to the general public as partners in the Partnership)?

    _____

15. Of the partners listed above, who of them are in executive control of the Partnership (i.e. which of the listed partners run the Partnership on a day-to-day basis)?

    _____

Initial: _____

To be completed by the Natural person (person completing the questionnaire) acting on behalf of the Client dealing with PlusGroup. *Tick where applicable* ***(X)***

FICA questionnaire - Natural persons acting on behalf of Trusts

1. What is the name and Master's reference number of the Trust?

2. Does the Trust have a presence in South Africa (i.e. assets, operations or business premises)? Yes ☐ No ☐
   If "yes", please provide details:

3. Is the Trust dealing with PlusGroup on behalf of another person (i.e. a Principal)? Yes ☐ No ☐
   If yes, Principal's full name:

4. What is the source of the Trust's authority to deal with PlusGroup on that Principal's behalf?
   Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

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

6. What is the source of your authority to complete this questionnaire and deal with PlusGroup on behalf of the Trust?
   Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

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

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

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

10. Will any of the payments referred to in the previous question involve a payment by the Trust or its Representative of R25 000 or more in cash (i.e. paper money, coins or traveller's cheques?) Yes ☐ No ☐

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

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

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

14. What are the full names of the trustees?

15. Who are the named beneficiaries of the Trust?

Initial: _____