PLOT PLAN BOND

PROPERTY AGREEMENT

entered into between

HOMEWOOD PLACE 12 (PTY) LTD
Registration Number : 2020/874506/07

and

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Bert Smith
INCORPORATED
Attorneys & Conveyancers

AGREEMENT OF PURCHASE AND SALE

The Seller is in the process of developing the property and as a result herewith wishes to sell the property to the Purchaser, who hereby purchases the property on the terms and conditions set out in the Schedule of Particulars and Standard Terms and Conditions hereunder.

SCHEDULE OF PARTICULARS

1. <u>SELLER</u>

1.1	NAME:	HOMEWOOD PLACE 12 (PTY) LTD
1.2	REGISTRATION NUMBER:	2020/874506/07
1.3	DOMICILIUM ADDRESS:	21A Albert Street George
1.4	TEL NO:	0763936620
1.5	FAX NO:	N/A
1.6	CONTACT PERSON:	Hennie Diederiks
1.7	E-MAIL:	hennie@zemcon.co.za
1.8	POSTAL ADDRESS:	N/A

2. <u>PURCHASER</u>

2.1 FULL NAMES:____

2.2 SURNAME: ____

2.3 IDENTITY NUMBER ____________________________________

2.4 TELEPHONE NUMBERS: (W) ________________ (C) __________________

2.5 FAX NUMBER: ____________________________________

2.6 E-MAIL: ____

2.7 DOMICILIUM ADDRESS (Please note: only physical address acceptable):

____

____

2.8 POSTAL ADDRESS:

____

2.7 MARITAL STATUS: (Check the applicable box. Not required if a company, cc or trust)

☐ SINGLE/DIVORCED/WIDOW/WIDOWER

☐ MARRIED ANC

☐ MARRIED IN COMMUNITY OF PROPERTY

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3. **PROPERTY**

Erf ________________ George Municipality Registration, Division George, Western Cape Province, measuring approximately _______ square meters as reflected on the Estate Master Plan annexed hereto as Annexure A.

4. **PURCHASE PRICE**

4.1 Purchase Price (transfer costs and VAT included)	**R**
4.2 To be secured as follow: 4.2.1 Deposit of 10 % of Purchase price payable within 14 days of signature hereof.	**R**
4.2.2 Balance of Purchase Price by way of a guarantee	**R**

5. **PAYMENT OF PURCHASE PRICE**

5.1	**On date of registration of transfer the land release value, including VAT**	**R**
5.2	**10% Deposit as detailed in the Building Agreement**	**R**
5.3	**Balance of Purchase Price as detailed in the Building Agreement**	**R**

6. BOND

Amount of bond	**R**
The Seller's mortgage originator	

7. ESTATE AGENCY

Estate Agency:	
Agent:	

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

____

PURCHASER, who by his/her signature hereto warrants his/her capacity to enter into and sign this Agreement,

Date: ____________________________ Place: ________________________________

Witness: ____________________________ Witness: ___________________________

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For and on behalf of the SELLER

Date: ____________________________ Place: _______________________________

Witness: ___________________________ Witness: __________________________

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For and on behalf of the AGENT

Date: ____________________________ Place: _______________________________

Witness: ___________________________ Witness: __________________________

STANDARD TERMS AND CONDITIONS

The seller hereby sells and the purchaser hereby purchases the property subject to the terms and conditions set out herein:

1. INTERPRETATION

In this Agreement, unless inconsistent with or otherwise indicated by the context:

1.1 **"AGENT"** means Plus Group

1.2 **"ANNEXURES"** means:

1.2.1 "A" Estate Master Plan;
1.2.2 "B" The enclosed Building Plan and Specifications
1.2.3 "C" Building Contract together with Annexures relating thereto;
1.2.4 "D" The finishes schedule

and all the Annexures shall form an integral part of this Agreement and include any variations thereto.

1.3 **"ASSOCIATION"** means The Glades Home Owners Association, an Association to be incorporated in terms of Section 21 of the Companies Act of 1973, to promote and protect the communal interest of the owners and occupiers of the properties comprised in the development and a copy of which draft Articles of Association will be made available to the Purchaser on incorporation thereof.

1.4 **"BUILDING PLANS, SPECIFICATIONS AND SCHEDULE OF FINISHES"** means the building plans, specifications and schedule of finishes;

1.5 **"CONVEYANCER"** means **Bert Smith Incorporated** (bert@bertsmith.co.za) 012 654 4107 /0825783104

1.6 **"DATE OF SIGNATURE"** means the date on which this agreement is signed by the last one of both the Purchaser and the Seller;

1.7 **"DEPOSIT"** means the deposit referred to in clause 5 of the Schedule of Particulars;

1.8 **"DEPOSIT DUE DATE"** means 7 days from signature of this agreement by the Purchaser;

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1.9 **“DEVELOPMENT”** means the property Development referred to as The Glades which inter alia entails the subdivision and rezoning planned by the Seller on the property situated at of Erf 24849 George Municipality Registration, Division George, Western Cape Province

1.10 **"ESTATE"** means the full title residential Estate named The Glades to be established on the property situated at of Erf 24849 George Municipality Registration, Division George, Western Cape Province

1.11 **“ESTATE RULES”** means the Estate Rules prepared by the Seller for the Association, which may be varied from time to time by the Seller or the Association for the purpose of establishing a protected lifestyle in terms of which the Purchaser undertakes to comply with.

1.12 **"EFFECTIVE INTEREST RATE"** means 5% (five percent) above the prime bank lending rate charged by the Sellers bankers from time to time

1.13 **“GENERAL PLAN”** means the general plan of the Development when approved by the Surveyor-General;

1.14 **“IMPROVEMENTS”** means the dwelling house and outbuildings to be erected on the property in accordance with the Building Plan and Specifications attached hereto.

1.15 **“GUARANTEE DUE DATE"** means 20 (twenty) days from date of approval in principle of the loan referred to in the said clause 15;

1.16 **“Land Release Value”** means the payment stipulated in clause 5.1 of the Schedule of Particulars

1.17 **“LOAN AMOUNT”** means the amount referred to in clause 7 of the Schedule of Particulars;

1.18 **“LAND/THE ERF/STAND/PROPERTY”** means the property referred to in clause 3 of the Schedule of Particulars;

1.19 **“PLANS AND SPECIFICATIONS”** means the plans and specifications of improvements to be erected on the property in accordance with the Building Contract together with Annexures relating thereto.

1.20 **"PURCHASER”** means the person(s) whose details appear in clause 2 of the Schedule of Particulars;

1.21 **"PURCHASE PRICE"** means the Purchase Price referred to in clause 4 of the Schedule of Particulars, including any amount payable by the Purchaser to the Seller as the result of any variation referred to in this agreement.

1.22 **"SELLER"** means the Seller referred to in clause 1 of the Schedule of Particulars;

1.23 **"TRANSFER"** means the registration of transfer of the property in the name of the purchaser;

1.24 **"VAT"** means value-added tax as contemplated in terms of the Value-Added Tax Act, 1991, as amended.

1.25 Unless inconsistent with the context, words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and the neuter.

1.26 Clause headings have been inserted for reference purposes only and shall not be taken into account in interpreting this Agreement.

1.27 If any provision of this agreement is in conflict or inconsistent with the Law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions hereof.

1.28 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the agreement.

1.29 When any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

1.30 If any obligation or act is required to be performed on a particular day it shall be performed (unless otherwise stipulated) by 16h00 (local time at the place where the obligation or act is required to be performed) on that day.

1.31 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

1.32 Where any terms are defined within the context of any particular clause in this agreement, the term so defined, unless it is clear from the clause in question that the

terms so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that the term has not been defined in this interpretation clause.

1.33 This agreement shall be governed, interpreted and enforced in accordance with the laws of the Republic of South Africa from time to time.

1.34 No provision of this agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person *(stipulatio alteri)* who is not a party to this agreement.

1.35 The rule of interpretation that this agreement shall be interpreted against the party responsible for the drafting of this agreement, shall not apply.

2. OFFER TO PURCHASE

2.1 The Purchaser hereby offers to purchase from the Seller, the property for the purchase price on the terms and conditions set out below.

2.2 Signature of this agreement by the Purchaser shall be deemed to constitute an offer by the Purchaser to the Seller to enter into this agreement, which offer shall not be capable of revocation or withdrawal by the Purchaser.

3. PAYMENT OF PURCHASE PRICE

The purchase price shall be payable on registration of transfer, and shall be secured as follows:

3.1 the deposit shall be paid to the conveyancers in trust on the deposit due date as per clause 1.8 above for release to the Seller as per the provisions of this Agreement.

3.2 payment made in terms of 3.1 shall be invested by the seller's attorneys in terms of Section 86(4) of the Legal Practice Act No 28 of 2014 in an interest bearing account with a recognized financial institution, with interest accruing to the purchaser until date of transfer unless the parties agree or instruct otherwise in writing.

3.3 the balance of the purchase price shall be secured by cash or acceptable bank guarantees in favour of the seller or its nominees expressed to be payable on transfer of the land, which guarantees shall be delivered on or before the guarantee due date or such extended period as may be granted by the Seller in its sole discretion.

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4. HOME OWNERS ASSOCIATION

4.1 It is recorded that the The Glades Home Owners Association NPC , has been incorporated to promote the communal interest of owners and residents in the Estate, which will include but not be limited to maintenance of security facilities and amenities, gate houses and security gates, access bridge, private roads and sidewalks, fencing, private open spaces, lakes, water features, landscaping, private servitudes, sewerage and pump stations, sanitary services, refuse removal, electrical facilities, water supply, purification and storm water drainage as well as all else required for the proper maintenance and functioning of the estate for communal living.

4.2 The Seller shall be responsible for the costs of installation of internal engineering services to the Estate in accordance with the requirements stipulated by the local authority and shall then transfer the services to the Association who shall be responsible for the upkeep and maintenance thereof.

4.3 It is also recorded that the Association will incorporate the Estate Rules with the intention of protecting the lifestyle and good neighbourliness of owners and residents in the Estate. The Association may change these rules from time to time.

4.4 The Purchaser undertakes to acquaint himself /herself /itself with the contents of the Memorandum of Incorporation and Articles of the Association

4.5 The Purchaser agrees, acknowledges and binds himself that:

4.5.1 He shall immediately on becoming the registered owner of the property he will automatically become a member of the Association and will be bound by the Memorandum and Articles of Association of the Association;

4.5.2 for as long as he is the registered owner of the property he will remain a member of the association and be bound by its Memorandum and Articles Association;

4.5.3 should he sell the property he will ensure that his purchaser is made fully aware of the Association;

4.5.4 prior to transfer he will not be entitled to sell, donate, grant an option or pre-emptive right in respect of, alienate or transfer, or in any way deal

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with the property without the prior written consent of the Association which shall not be unreasonably withheld;

4.5.5 the following provisions are to be inserted in the title deed of the property in this form or in such form as may be determined by the Registrar of Deeds, and are imposed as conditions in favour of the Association:

4.5.5.1 the owner of the erf, or of any subdivision thereof, or of any sectional title unit erected thereon or of any interest therein shall not be entitled to transfer the erf, or any subdivision thereof, or any unit, or any interest therein, without the prior written confirmation of the association that all amounts due to the Association by the owner have been paid.

4.5.5.2 every owner of the erf, or of any subdivision thereof, or of any sectional title unit erected thereon, or of any interest therein, shall automatically become and shall remain a member of the Association and be subject to its Memorandum and Articles of Association until he ceases to be an owner as aforesaid. Neither the erf nor any subdivision thereof, nor any unit erected thereon, nor any interest therein, shall be transferred to any person who has not bound himself to the satisfaction of such Association to become a member thereof;

4.5.5.3 no improvement of any nature may be effected to the erf without the prior written approval of the Association and any building plans in respect of any improvements to be erected on the erf shall be subject to the prior written approval of the Association;

4.5.5.4 the owner of the erf shall not alter the access to the erf without the prior written consent of the Association.

5. POSSESSION, RATES AND OTHER CHARGES

5.1 The Purchaser shall take occupation and possession of the property on the date of registration of transfer from which date all risk shall pass to the Purchaser. The Purchaser shall be liable for all rates and taxes and any other charges whatsoever levied upon the property by the Municipality or other competent authority from the date of registration of transfer. The purchaser shall refund to the seller on demand any rates and taxes and other charges paid in advance for any period after such date.

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5.2 The Purchaser shall be liable for all levies in respect of the property as charged by the Association from the beginning of the month following the date of registration of transfer.

6. INTEREST AND PENALTY INTEREST

6.1 Interest shall be charged at the effective interest rate on every amount payable by the Purchaser to the seller in terms of this agreement, if any such amount is not paid on due date whether such date is fixed in the agreement or in written demand made by the Seller to the Purchaser.

6.2 Such interest shall accrue from the due date of payment until the actual date of payment of such amount (both days inclusive) and shall be paid by the Purchaser to the Seller prior to transfer of the property.

6.3 Notwithstanding the above, should the Purchaser fail to pay the deposit/balance purchase price on or before the due date, or should the Purchaser fail to comply with any of his obligations in terms of this agreement and more specifically relating to transfer as specified in 11, then without notice penalty interest shall accrue at the effective interest rate on the full amount of the purchase price. Such penalty interest shall accrue from the due date for delivery of the deposit/guarantees until the actual date of delivery or the date upon which the Purchaser has complied with his obligations relating to transfer, whichever is the later, and it shall be paid by the purchaser to the seller prior to transfer of the property.

6.4 However, the provisions set out herein shall in no way prejudice the rights of the Seller to give notice and take whatever other steps and remedies are available in terms of clause 8 below.

7. PAYMENTS

Unless otherwise provided herein all payments on account of the purchase price, interest, rates, taxes and other charges provided for in terms of this agreement shall be made by the purchaser to the Seller, free of all bank costs or other deductions at the offices of the conveyancers or at such other place in the Republic of South Africa as the Seller may from time to time direct in writing.

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8. DEFAULT BY PURCHASER

8.1 Should the purchaser fail to make payment of any amount, or fail to provide the guarantee(s) required in terms of this agreement on the due date or commit a breach of any of the terms or the conditions, or if the Purchaser's estate is provisionally sequestrated or liquidated as insolvent or placed under judicial management prior to transfer of the property to the Purchaser, then the seller, without prejudice to any other rights the Seller may have in law after giving the purchaser 7(seven) days notice in writing to remedy such breach, shall be entitled to:

8.1.1 claim payment of the purchase price or the balance of the purchase price as the case may be, together with all interest and other monies which may then be outstanding, all of which shall immediately become due and payable; or

8.1.2 cancel this agreement without further notice and claim payments of any arrear moneys due to date of cancellation, in which event the purchaser shall forfeit and the Seller shall be entitled to retain all moneys paid by the purchaser under this agreement and all arrear moneys still payable, this remedy to be by way of a penalty and/or "rouwkoop" and/or rent and/or pre-liquidated damages for breach of contract; or

8.1.3 cancel this agreement without further notices and claim damages, if any, in lieu of such forfeiture, in which event the seller shall be entitled to retain any moneys paid by the purchaser pending determination of the amount of the damages by agreement, Order of Court, or otherwise.

8.2 Should the agreement be cancelled in terms of 8.1.2 or 8.1.3, the purchaser shall forthwith give up possession and vacate the property and the seller shall immediately be entitled to resell the property.

8.3 The Purchaser shall be liable for any costs, including attorney and own client costs, cancellation commission or tracing agent's fees, incurred by the seller arising out of or in connection with any breach by the purchaser of any of the provisions of this agreement or any other matter relating to this agreement

8.4 No indulgence granted by the seller shall constitute a waiver of any of the seller's rights under this agreement; accordingly, the seller shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the purchaser which may have arisen in the past or which may arise in the future.

8.5 In the event that this agreement being cancelled as a result of a breach of any of the terms of this agreement by the Purchaser, the Purchaser shall be liable for and pay on demand to the conveyancer all fees and disbursements reasonable incurred by the conveyancer as at the date of cancellation.

9. VALUE ADDED TAX

The Purchase Price is inclusive of value-added tax ("VAT"), calculated at 15% of the Purchase Price of the property. If the rate at which VAT is chargeable in respect of this transaction is increased or decreased so as to affect the amount of VAT, the Purchaser shall be liable for the increased amount of VAT, or the price adjusted with the saving on the VAT.

10. BUILDING WORK ON ADJACENT PROPERTIES

10.1 The Purchaser acknowledges that the erven in the Estate of which the property is one, are not yet fully developed, that building operations will take place upon adjacent or neighbouring subdivisions of the Estate and that the said building operations may cause the Purchaser certain inconvenience, but that he shall have no claim whatsoever against the Seller, any other owner or the Association for any such inconvenience.

11. TRANSFER COSTS

11.1 Transfer shall be effected by the conveyancers within a reasonable time after:

11.1.1 signature of the agreement and fulfilment of all and any suspensive conditions;

11.1.2 the Purchaser has complied with all his obligations in terms of this agreement at that date;

11.1.3 the Purchaser has paid the bond registration cost, which the Purchaser shall be liable to pay to the Conveyancer on demand;

11.1.4 the Purchaser has signed all necessary documents and provided all necessary information and copies of such documentation for the purpose of transfer which the Purchaser shall be obliged to do within 7 (seven) days of being called upon to do so by the Conveyancers; and

11.2 The Purchaser shall be liable:

11.2.1 for all bond registration costs, deeds office levies, and financial institutions' initiation, valuation and administrative fees;

11.2.2 to sign a debit order in favour of the Association within 7 (seven) days of being requested to do so, for the monthly payment of levies due to the Association.

11.3 Should the Purchaser fail to sign all the documents, provide all the information or pay all the amounts necessary for transfer on or before the said due date, then penalty interest shall accrue to the Seller on the balance of the purchase price, at the effective interest rate and subject to the provisions of clause 6.3.

11.4 The Purchaser warrants that all outstanding tax returns of the Purchaser have been submitted to the Receiver and all outstanding tax amounts have been paid to the Receiver, to enable the Purchaser to take transfer of the property, failing which the Seller reserves its rights in terms of clause 8 of this agreement.

12. SALE "VOETSTOOTS"

12.1 The property is sold *voetstoots*, in the conditions and to the extent such as it now lies, including soil conditions, subject to all conditions and servitudes whether or not mentioned or referred to in the current or prior title deeds and especially subject to the conditions of establishment of the Township, and the seller shall not be liable for any defect, latent or otherwise.

12.2 The Seller shall not profit by any excess nor shall the Seller be answerable for any deficiency in the area of the property that may be revealed on any survey. The seller has not given any warranties regarding the size of the property.

12.3 The Seller shall not be responsible for pointing out or indicating any surveyor's beacons or pegs in respect of the property.

12.4 If the property has been erroneously described herein, such mistake or error shall not be binding upon the parties but the correct description as intended by the parties shall apply, and they shall effect rectification of this contract accordingly.

13. COMPANY, CLOSE CORPORATION OR TRUST ALREADY FORMED

If this agreement is signed by a person acting or purporting to act for and on behalf of a company, a close corporation or trust (other than one not yet incorporated or formed) he warrants by his signature that he is duly authorised to sign this agreement, and by his signature binds himself in favour of the seller as surety and co-principal debtor *in solidum*, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company or close corporation in terms or arising out of:

13.1 this agreement; or

13.2 any cancellation pursuant to this agreement, or

13.3 section 35 of the Insolvency Act, No 24 of 1936, as amended, pursuant to the abandonment by a liquidator or cancellation by a court of this agreement, in the event of the said company, close corporation or trust being wound up.

14. COMPANY OR CLOSE CORPORATION TO BE FORMED

If the person signing as purchaser acts or purports to act as agent or trustee for a company or close corporation not yet incorporated or formed:

14.1 such person undertakes in his personal capacity that the company or close corporation for which he is acting as agent or trustee will be formed within 30 (thirty) days of signature and will, within 14 (fourteen) days of being incorporated or formed, adopt or ratify this agreement, within modification;

14.2 if the said company or close corporation is no incorporated or formed does not adopt or ratify this agreement within the period of 14(fourteen) days, then such person shall, in his personal capacity, be deemed to be the purchaser in terms of this agreement;

14.3 if the said company or close corporation is incorporated or formed and does not adopt or ratify this agreement as contemplated in 14.1, then such person by his signature binds himself in favour of the seller as surety and co-principal debtor in solidum, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company or close corporation in terms of or arising out of:

14.3.1 this agreement, or

14.3.2 any cancellation pursuant to this agreement, or

14.3.3 section 35 of the Insolvency Act No. 24 of 1936, as amended, pursuant to the abandonment by a liquidator or cancellation by a court of this agreement, in the event of the said company or close corporation being wound up.

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15. SUSPENSIVE CONDITION

15.1 LOAN

15.1.1 This Agreement is subject to and conditional upon the Purchaser being granted a loan in principle by a bank by not later than 21 days (Twenty One days) from date of signature hereof by the Purchaser ("the Loan Date") for the loan amount against the security of a first mortgage bond to be registered over the Property simultaneously with the registration of transfer of the Property in the name of the Purchaser, and on the usual terms and conditions applicable to such a loan, failing which this Agreement shall lapse and shall be of no further force and or effect.

15.1.2 The Purchaser undertakes to apply for the aforesaid loan within 10 (ten) days from the date of signature hereof by the Purchaser and to sign all necessary documents, furnish all relevant information and do everything necessary as soon as required to do so by the bank concerned. Failure by the Purchaser to comply with the provisions of this clause 15.1.2 shall constitute a material breach of this Agreement and the Seller may either exercise his rights in terms of clause 8 or regard this suspensive condition as having been fulfilled.

15.1.3 The Purchaser undertakes to furnish the Conveyancers with written confirmation from the lending bank that the aforesaid loan has been granted, within 2 (two) days after the Purchaser receives notification of the granting of the loan.

15.2 The condition precedent referred to in 15.1 will be deemed to be fulfilled if any bank or financial institution agrees to grant such loan

15.2.1 Subject to it being guaranteed by the Purchaser's spouse by way of suretyship or otherwise; and/or

15.2.2 Subject to any term usually imposed by such registered bank or financial institution.

16. AGENT'S COMMISSION

The Purchaser warrants that the Agent and no other party is the estate agent who initiated this sale and who was the effective cause thereof and who is as such entitled to estate agent's commission. The Seller shall pay the agreed Agents commission, agreed to in terms of the signed Commission Agreement, to the Agent on date of registration of transfer.

17. DOMICILIA AND NOTES

17.1 For the purposes of this agreement, including the giving of notices and the serving of legal process, the parties choose domicilium citandi et executandi ("domicilium"):

17.1.1 The Seller:
Address – as indicated in clause 1.3 of the Schedule of Particulars
E-mail - as indicated in clause 1.7 in the Schedule of Particulars.

17.1.2 The Purchaser
Address – as indicated in clause 2.7 of the Schedule of Particulars
E-mail - as indicated in clause 2.6 of the Schedule of Particulars.

17.2 A party may at any time change its domicilium by notice in writing, provided that the new domicilium is in the Republic of South Africa and consists of, or includes, a physical address at which process can be served or any notices given.

17.3 All notices shall be in writing and delivered to the domicilium chosen by the party concerned and be deemed to be received:

17.3.1 If delivered by hand, on the day of such delivery;
17.3.2 If send via electronic transmission (e-mail), on the day of such transmission if not on a weekend, if so on the first Monday after the weekend.

18. **JURISDICTION**

For the purpose of all or any proceedings hereunder the parties hereby consent to the jurisdiction of the George Magistrate's Court. This clause shall not be deemed to constitute the required written consent conferring jurisdiction upon the court pursuant to section 45 of the Magistrate's Court act of 1944, or any amendment thereof, provided, nevertheless, that the seller have the right at its sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.

19. JOINT AND SEVERAL LIABILITY

Should there be more than one purchaser, the purchasers shall be liable jointly and severally and in solidum for the payment of all monies hereunder and for the carrying out of all the terms of this contract.

20. WHOLE AGREEMENT

This agreement, which the Purchaser has elected should be drawn in English, constitutes the entire contract between the parties and any representations, terms, conditions or warranties not contained in the agreement shall not be binding on the parties.

21. VARIATION AND CANCELLATION

No agreement varying, adding to, deleting from or cancelling this agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.

22. DEVELOPMENT OF ESTATE

The Purchaser agrees, acknowledges and records that he is aware –

22.1 of the Seller, and/or the registered owners of the properties' intention to erect and complete buildings and further facilities at different times and in different phases on the remainder of the Estate or adjacent properties, which intention may be varied or withdrawn by the Seller and/or the said owners of the adjacent properties for any reason it believes necessary or desirable in its sole discretion;

22.2 the Purchaser hereby authorizes the Seller to approve and act on his/her behalf in all matters relating to the development of the Estate and adjacent properties.

22.3 The Purchaser hereby nominates, constitutes and appoints the Seller or its nominee, with power of substitution to be its lawful agent in his name place and stead and on his behalf to consent, if so required, to the further development of whatever nature of the Estate and adjacent properties and the Purchaser shall not be entitled to interfere with or obstruct the Seller and the said owners from erecting and completing buildings and common facilities on the remainder of the Estate and adjacent properties and shall not object or cause objection to be raised against such further development.

23. BUILDING AGREEMENT

This Agreement is subject to the suspensive condition that both the Seller and Purchaser sign the Building Agreement attached hereto as Annexure C, within 7 working days from date of signature of this Agreement, by the last signatory hereto, failing which this Agreement will lapse and will be of no further force and or effect.

24. **SELLER'S RIGHT TO CONTINUE TO MARKET THE PROPERTY**

24.1 The parties herewith agree that the Seller shall have the right to continue marketing this property until such time as all the suspensive conditions contained in the said Offer to Purchase have been fulfilled.

24.2 Should the Seller in this time receive a bona fide offer from a third party, then in that event the Seller will give the Purchaser written notice of the new Offer to Purchase together with a copy thereof;

24.3 It is agreed that the Purchaser will have 48 hours from receipt of such a notice from the Seller, to waive all the suspensive conditions contained in the said Offer to Purchase and to secure payment of the full purchase price on date of registration of transfer, failing which the Seller will have the right to cancel the said Offer to Purchase with immediate effect and accept such a new bona fide offer.

BUILDING AGREEMENT

Between

Homewood Place 12 (Pty)Ltd

Registration Number: 2020/874506/07

(the "Contractor")

And

____

(the "Employer")

Erf No.	:________________________________
House Type	:_________________________________

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COVERING SCHEDULE

1.	**PARTIES**				
1.1.	**Contractor:**	Homewood Place 12 (Pty)Ltd Registration Number: ______________, or its nominated entity of successors in title			
	Address:				
	Telephone No: (Mobile)				
	E-mail address:				
1.2.	**Employer** (full names):				
	Identity No. / Registration No. / Date of Birth:				
	Purchaser's Income Tax Reference No.:				
	Representative's full names (if signing on behalf of a legal entity) :				
	Residential Address (street address):				
	Postal Address:				
	Telephone No: (Home)				
	(Work)				
	(Mobile)				
	E-mail Address:				
	Marital Status:	Single		Married	
	(How married?)	in community of property			
		out of community of property without accrual			
		out of community of property with accrual			
		Married by Customary Law			
		Foreign marriage			
	If foreign marriage, governed by the laws of:	(state country)			
	Names Full of Spouse:				
	Identity No. / Date of Birth:				
	Name of alternative contact person:				
	Telephone No: (Home)				
	(Work)				
	(Cell)				
	E-mail address:				

2.	**PROPERTY**	
2.1.	Erf number	
	Extent of the Property (Erf)	m²
	Extent of the Works	m²
3.	**TOTAL CONTRACT PRICE**	
3.1.	Deposit	R
3.2	Balance Price of the Works (Inclusive of VAT)	R
3.3	Total Price of the Works (Inclusive of VAT)	R
4.	**TRANSFERRING ATTORNEY**	
	Name of Attorney:	Bert Smith Incorporated Att: Bert Smith/Samantha Blume, Tel no: 012 654 4107 Email: samantha@bertsmith.co.za

TABLE OF CONTENTS

ANNEXURES

1. PARTIES

1.1. CONTRACTOR

The Contractor means the Party as more fully described in Clause 1.1 of the Covering Schedule.

1.2. EMPLOYER

The Employer means the Party as more fully described in Clause 1.2 of the Covering Schedule.

2. INTERPRETATION

2.1. In this Agreement the following terms and expressions shall have the meanings ascribed to them hereunder unless the context specifically required otherwise –

2.1.1. Agreement: means the Building Agreement in respect of the Works and as set out in this document between the Employer and the Contractor;

2.1.2. Agreement of Sale: means the Agreement of Sale in respect of the Property entered into by and between and the Employer;

2.1.3. Attorneys: means the Attorneys stipulated in Clause 4 of the Covering Schedule;

2.1.4. Basic Specifications: means the detailed specifications and finishing schedule annexed hereto as Annexure C and shall comprise the standard specifications and finishes which will be supplied by the Contractor as part of the execution of the Works in terms of this Agreement;

2.1.5. Business Day: means any Day except a Saturday, Sunday or officially proclaimed public holiday;

2.1.6. Completion Date: means the date of the Handover Inspection;

2.1.7. Contractor: means the Party as referred to in Clause 1.1 of the Covering Schedule;

1.1.1. Contract Price: means Total Price of the Works as referred in Clause 3.1 of the Covering Schedule;

1.1.2. Day: means any Day of the week, including Sundays and South African Public Holidays;

1.1.3. Defects List: means the list of defects as agreed upon by the Parties during the Hand-over Inspection;

1.1.4. Development: means the proposed Development known as **The Glades** of which the Property forms part;

1.1.5. Due Date: means, for all purposes of this Agreement, 3 (Three) Business Days after demand for payment was made by the Contractor from the Employer;

1.1.6. Employer: means the Party as stipulated in Clause 1.2 of the Covering Schedule;

1.1.7. Hand-over Inspection: means an inspection of the Works by the Contractor or it's representative, and the Employer, after the completion of the Works, at which inspection the Parties will agree to the Defects List;

1.1.8.	Interim Interest:	means interest payable by the Employer to the financial institution holding the mortgage bond over the property (if and where applicable), from the Transfer Date, as defined in the Agreement of Sale, until the Occupation Date;
1.1.9.	JBCC:	means the small and simple works Building Agreement utilized by the Joint Building Contracts Committee Edition 4.1 Code 2101 March 2005 concluded between the Contractor and the Sub-Contractor;
1.1.10.	Local Authority:	means the Local Authority having jurisdiction over the Property, being the City of Tshwane;
1.1.11.	Normal Wear and Tear:	means the Normal Wear and Tear ascribed to improvements to fixed property in general, including but not limited to touch-up paint of any nature, hairline cracks in the plaster work, any shrinkage/movement and expansion cracks between different components/materials used or cracking which might appear in control movement joints, any mould growth caused by a lack of ventilation and/or condensation, any doors and windows slamming in windy conditions or any damages caused thereby, wind and rain entering through open windows and doors and hot water cylinders which is covered by the guarantee issued by the supplier thereof;
1.1.12.	Occupation Date:	means the Completion Date or the date on which the Local Authority issues the Occupancy Certificate or the date that the Employer attends the Hand-over Inspection, whichever is the earlier;
1.1.13.	Occupancy Certificate:	means the Certificate that the Local Authority issues confirming that the Works have been completed according to the Plan;
1.1.14.	Occupational Interest:	means an amount equal to the Prime Overdraft Rate, calculated pro rata per month on the Total Purchase Price as defined in the Agreement of Sale;
1.1.15.	Latent defects:	means hidden defects that are not easily observed on casual inspection
1.1.16.	Patent defects:	means defects that can be observed on casual inspection
1.1.17.	Parties:	means a collective reference to the Contractor and the Employer and "Party" means one of them;
1.1.18.	Prime Overdraft Rate:	means the rate of interest per year, which is equal to Investec Bank's Limited publicly quoted Prime Overdraft Rate;
1.1.19.	Plan:	means a copy of which is annexed hereto as Annexure A and shall for the purpose of this Agreement means the signed drawings of the Works, which shall form the basis for drawings to be submitted to the Local Authority for approval. Upon approval thereof, the approved Plan shall substitute the drawings and be deemed to be the Plan selected and approved by the Parties for the purpose of this Agreement and the execution of the Works in terms hereof;
1.1.20.	Property:	means the Erf as described in Clause 2 of the Covering Schedule;
1.1.21.	SDP:	means the Site Development Plan approved by the Local Authority;

1.1.22. Signature Date: means the date on which the Contractor signs the Agreement;

1.1.23. Sub-Contractor: means Zemcon (Pty) Ltd, Registration Number: 2020/027702/07 appointed by the Contractor in terms of a JBCC;

1.1.24. Total Contract Price: means the Contract Price plus the costs of the Upgrade to Specifications and Additional Costs;

1.1.25. VAT: means Value Added Tax payable in terms of the VAT Act;

1.1.26. VAT Act: means Act No 89 of 1991;

1.1.27. Works: means the building works to be conducted on the Property by the Contractor in accordance with the Plan, Basic Specifications and, if applicable, the Upgrade to Specifications.

1.2. Indulgence

Any indulgence in respect of time or anything else granted by a Party to the other will not be considered to impair any of the rights of such Party in terms of the Agreement, or affect any right of whatsoever Party.

1.3. Exclusion of other Agreements

This Agreement cancels and supersedes all other contracts entered into by the Parties before the date of this Agreement and any amendment, addition hereto or consensual cancellation thereof will be of no force of effect unless it appears in writing and is signed by the Parties hereto.

1.4. Clause Headings

The head notes in this Agreement are used only for the purpose of reference and shall in no way effect or govern the construction or interpretation of this Agreement.

2. <u>THE WORKS</u>

3.1 The Contractor undertakes to execute the Works in a proper and workmanlike manner against payment of the Contract Price referred to in Clause 4 and 5 of this Agreement.

3.2 The Contractor will manage the Works, and will appoint the Sub-Contractor by means of the JBCC to construct the dwelling on the Property as provided for in this Agreement.

3.3 The Works shall be substantially in accordance with the Plan and Basic Specifications. The placement of the Works will be in accordance with the approved building plan.

3.4 Any material and/or Basic Specifications and/or Upgrade to Specifications will only serve as a guideline and the Contractor reserve the right to amend the Basic Specification and/or Upgrade to Specifications and/or material specified at his sole discretion if necessitated by availability, discontinuations or for any other reason. Any deviation in specification or material will be of similar quality, colour and appearance.

3.5 In the event of any discrepancy arising from the Plan and the Basic Specifications, the provisions of the Basic Specifications shall prevail.

3.6 **The Employer irrevocably grants a power of attorney to the Contractor to sign and submit the necessary drawings and specifications to the Local Authority for its approval.**

3. <u>CONTRACT PRICE</u>

The Contract Price shall be the amount referred to in Clause 3.1 of the Covering Schedule.

4. PAYMENT OF THE CONTRACT PRICE

5.1 The deposit as per 3.1 in the Covering Schedule shall be paid over by the Transferring Attorney to the Contractor on receipt of a written notice by the Contractor that the Works have commenced.

5.2 Payment of the Contract Price less the Deposit shall be made by the Employer to the Contractor monthly as per the monthly draw amount approved and signed off by the architect or principal agent appointed by the Contractor

5.3 The said monthly approved draw amount shall be payable by the Employer to the Contractor on the date that the Contractor notifies the Employer of the monthly draw amount payable for a specific month. The Employer hereby authorize the Contractor to sign the necessary Request for progress Payment(s) as required by the bank, on their behalf

5.4 Any agreed payments not paid on Due Date will bear interest in accordance with the provisions of Clause 17 below from the Due Date to date of final payment.

5.5 For the avoidance of doubt it is recorded that, should the Employer's bond not cover the full amount payable as certified, the Employer will have the obligation to pay the shortfall immediately. In this regard the Employer's attention is further drawn to the possibility that the Financial Institution might debit amounts, i.e. interest, against the bond that can negatively effect the last payment.

5.6 In the event of the Employer failing or refusing to authorize payment of any or final draws, the Contractor shall be entitled, without prejudice to any other rights which he may have, to discontinue the Works forthwith and all damages arising, costs, including the additional interest accrued, shall be for the account of the Employer.

INITIAL

5.7 If there is any dispute between the Parties pertaining to this Clause 5, the dispute will be referred to the principal agent, appointed in terms of the JBCC, for determination. The Parties agree to be bound by his determination.

5. POSSESSION

6.1 The Contractor shall be entitled to:

6.1.1 receive full possession and occupation of the Property when it is due to commence the Works, and

6.1.2 retain possession and undisturbed occupation of the Property, including the Works, until all agreed amounts owed to him under this Agreement has been paid and all obligations of the Employer has been fulfilled, which obligations includes, but is not limited, the payment of the Total Contract Price and the payment of the Interim Interest to the relevant financial institution, as referred to in Clause 5.4 of this Agreement.

6.2 The Parties record that the earliest expected Completion Date is the date to be determined in terms of Clause 8 of this Agreement.

6.3 Occupation of the Property and the possession and occupation of the Works shall, upon completion of the Works, be given by the Contractor to the Employer, on the Completion Date or the Occupation Date, whichever is the earlier.

6.4 The Employer shall be liable for all levies plus water and electricity consumed in respect of the Property from the Completion Date.

6.5 Risk in the Works will pass to the Employer on the Completion Date. The Employer hereby irrevocably indemnifies the Contractor against any claims or damages relating to the Property or the Works or in respect of any contents held by the Employer on the Property or in the Works, after the Completion Date.

6.6 In the event that the Contractor anticipates that the actual Occupation Date will be later than the anticipated date, it shall give notice to the Employer, at least 30 (Thirty) days prior to the Occupation Date, of the new expected Occupation Date. The Employer shall have no claim against the Contractor for damages or for compensation of any other nature by reason of the Occupation Date having been amended.

6.7 The Employer acknowledges that on the Completion Date construction of parts of the Development may not yet have been completed. The Employer accordingly hereby acknowledges that he might be subjected to nuisance, noise and other inconvenience from whatsoever cause arising and howsoever arising.

6.8 The Property will during the construction period be under the control of the Contractor and the Employer will only be entitled to access the Property, prior to the Completion Date, if accompanied by the Contractor, on a pre-arranged time.

6. COMMENCEMENT AND COMPLETION OF THE WORKS

7.1 The Contractor shall not be obliged to commence with the Works until:

7.1.1 the Employer has furnished adequate security to the Contactor's satisfaction for the Total Contract Price; and
7.1.2 all necessary consents, approvals and/or registrations from all relevant authorities have been obtained.
7.1.3 transfer of the property as described in the covering schedule concluded

7.2 If commencement of the Works is delayed for longer than 45 (forty five) Business Days from the fulfilment of the conditions referred to in Clause 7.1 above for any reason other than a reason attributable to the fault and/or omission of the Contractor, then the Contractor shall be entitled, in its sole discretion, to resign from this Agreement. Alternatively the Parties may agree to an amended Total Contract Price.

7.3 If the commencement or completion of the Works is delayed for any cause whatsoever beyond the Contractor's control then the Contractor shall be entitled to a fair and reasonable extension of time for the commencement or completion of the Works.

7.4 Subject to any extensions permitted in terms of Clause 7.2, the Contractor shall complete the Works within 240 (Two Hundred and Forty) Days after the Transfer Date, as defined the Agreement of Sale.

7.5 If the commencement or completion of the Works is delayed for any cause whatsoever beyond the Contractor's control or if any building industry holidays, whether statutory or recognised generally as customary in the industry fall within the contract period, then the Contractor shall be entitled to a fair and reasonable extension of time for the completion of the Works and the Employer shall not for that reason have any claim against the Contractor for damages or otherwise.

7.6 All amounts due and unpaid shall be payable by the Employer on the Completion Date.

7. COMPLETION AND HANDOVER INSPECTION

8.1 The Parties or their representatives shall be obliged to attend the Hand-over Inspection at any pre-arranged time, during which inspection the Parties shall agree to the Defects List.

8.2 If the Employer fails to attend a Hand-over Inspection within a reasonable period after having received written notice thereof by the Contractor, then the Completion Date will be determined by the principal agent in terms of the JBCC.

8.3 The Contractor shall remedy the defects on the Defects List as soon as reasonably possible.

8.4 Notwithstanding the provisions of this Clause 8, the Contractor shall strictly enforce, for the benefit of the Employer, any guarantee or warranty which it may have. In as far as such guarantee or warranty relates to the Works, the Contractor hereby cedes all its rights in terms thereof to the Employer.

8.5 All undertakings and commitments given by the Contractor to the Employer in terms of this Agreement are personal to the Employer who shall not be entitled to cede, assign or make over its rights thereto**.**

8. DEFECTS AND VOETSTOOTS

9.1 The Contractor shall remedy any material patent and latent defect in the Works due to faulty workmanship or materials, manifesting itself within 3 (Three) months of the Completion Date, provided that the Employer notifies the Contractor thereof in writing within the said period of 3 (Three) months. The Employer agrees to strictly adhere to the correct retention procedures that will be given to him/her at the Handover Inspection, when reporting any material patent and latent defect in the Works during the

3 (Three) months retention period. The Parties agree that the retention procedure will be binding and that no amendments to the retention procedures will be allowed, except by mutual agreement between the Contractor and the Employer.

9.2 If the Contractor must remedy any patent and latent defect as referred to in Clause 9.1 above, the material used and/or specifications specified in Annexure C known as the Basic Specifications, will only serve as a guideline and the Contractor reserve the right to amend the specification and/or material at his sole discretion if necessitated by availability, discontinuations or for any other reason. Any deviation in specification or material will be of similar quality, colour and appearance.

9.3 In the absence of notice as referred to in Clause 9.1 above, the Employer shall be deemed to have accepted the Works in a fit and proper condition and be deemed to have acknowledged that the Contractor has fully complied with its obligations as set out in this Agreement and the Works will become "voetstoots". The Contractor, other than as provided for herein, shall not be liable for any defects in the Works or in respect of anything relating thereto, whether patent or latent after expiry of the period as referred to in Clause 9.1.

9.4 The Contractor shall not be liable for any defects in the Works in respect of Normal Wear and Tear or any defects or damages caused by the conduct of the Employer, whether wilfully or by his negligence.

9.5 The Employer shall be obliged to give the Contractor, its Agents and sub-contractors all access reasonably required to remedy the patent or latent defects that are required to be remedied in terms of Clause 9. Repairs will be done during working hours, Monday to Friday.

9.6 The final extent of the Works may vary from the extent indicated on the Plan. If the difference in the extent is less than 10 % (Ten) than the extent stipulated on the Plan, the Parties will have no recourse against each other. If the difference in the extent is more than 10 % (Ten) less than the extent stipulated on the Plan, the Contract Price will be amended pro rata and finally determined by the principal agent in terms of the JBCC.

9.7 If any dispute or difference shall arise between the Employer or the Bank (being the bondholder over the Property), if applicable, on its behalf, and the Contractor, during the construction of the Works and before the Completion Date or after the termination of the employment of the Contractor under this Agreement, abandonment or breach of this Agreement, as to the construction of the Works, or as to any other matter or this arising thereunder, or as to the withholding by the Bank of any draw to which the Contractor claim to be entitled, that cannot be resolved by the principal agent and is not provided for in the JBCC, then an architect, civil engineer, quantity surveyor or any other professional person involved in the building industry appointed by the Bank (“the Arbitrator”) shall determine such dispute or difference by written decision given to the Contractor.

9. <u>VARIATIONS</u>

The parties agree and record that no variations to the Works or the scope of Works shall be entertained after signature date.

10. <u>RIGHTS AND OBLIGATIONS OF THE CONTRACTOR</u>

11.1 The Contractor shall maintain sufficient public liability insurance.

11.2 Notwithstanding anything to the contrary herein contained, ownership of all materials used in the execution of the Works shall remain vested in the Contractor until such time as all amounts due in terms of this Agreement have been paid in full.

11.3 Copies of the following documentation will be supplied by the Contractor to the Employer on Completion Date:

11.3.1 Electrical Compliance Certificate

11.3.2 Roof Certificate (A19)

11.3.3 Approved Plan

11.3.4 Occupation Certificate issued by the Local Authority

11.3.5 Plumbing Certificate

11.3.6 Gas Certificate (if applicable)

11.3.7 NHBRC Certificate

11.3.8 Guarantees from third parties (if applicable)

11.4 The Contractor may appoint any third party to execute any of the Works provided that the rights of the Employer in terms of this Agreement against the Contractor shall not be affected in any way by such appointment.

11.5 The Contractor is exempted from liability for making good damage caused to the Property by surface water, storms or rainwater, ground containing clay or other shifting soil, settlement or cracking, earth tremors, geological disturbances and/or subsidence, the nature of the subsoil or terrain and the moisture content of the subsoil and shall under no circumstances be responsible for any consequential damage arising there from**.**

11. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

12.1 The Employer undertakes to become and remain the registered owner of the Property until the Completion Date.

12.2 The Employer acknowledges that there will be construction work in the vicinity of the Property and that certain inconvenience may be caused thereby. The Contractor shall not be held liable for such inconvenience or any damages that flow there from and shall be entitled, (where necessary) to enter upon the Property for purposes of obtaining access to adjacent erven in the course of such construction work.

12.3 The Contractor will be liable for the payment of all water consumption accounts received from the Local Authority as from the date of commencement of the Works by the Contractor until the Completion Date.

12. CONDITION PRECEDENT

13.1 The Agreement is subject to the conclusion of the Agreement of Sale and the fulfilment of all conditions precedent thereto.

13.2 In the event that the conditions precedent as referred to in Clause 15.1 of the Agreement of Sale, is not fulfilled, then this Agreement shall lapse in its entirety and neither party shall be liable for any loss or damage suffered as a result of non-fulfilment of this condition precedent.

13. BREACH

14.1 If any party commits a breach of any of the provisions of this Agreement and fails to remedy such breach within 14 (Fourteen) Days, or in the instance of a breach of the obligation as referred to in Clause 7.2 of this Agreement or any financial obligation, within 7 (Seven) Days after receipt of written notice from the other party calling upon it to remedy such breach, then the innocent party shall be entitled, without prejudice to any other rights which it may have in terms of this Agreement and or at Law to:

14.1.1 cancel this Agreement and claim such damages as it may have sustained from the defaulting party;

14.1.2 claim immediate performance by the defaulting party of all its obligations in terms of this Agreement whether or not the due date for performance shall otherwise have arrived;

14.2 The Contractor may retain any cash payments made by the Employer prior to cancellation as liquidated damages, without prejudice to any other right that the Contractor may have.

14.3 Upon cancellation of this Agreement for any reason whatsoever, the Employer, if he took occupation of the Property and/or the Works, hereby undertakes to vacate the Property and/or the Works forthwith, and to procure that the Property and/or the Works shall be vacated by any persons who occupy it through the Employer's title or by his permission. Occupation shall be redelivered to the Contractor in the same good order and condition as at the Completion Date. The defaulting party shall pay all legal and other costs, including costs on the attorney and client scale, incurred by the innocent party in successfully enforcing the provisions of this Agreement.

14.4 In the event of the Contractor being obliged and/or electing to cancel the Agreement in accordance with this Clause 14 and clause 7, then the Employer shall, in addition to the right of the Contractor as referred to in Clause 14.1 above, be liable to pay to the Contractor an amount calculated as follows:

(Total Contract Price) less (Amounts Paid and/or Payable in respect of Works already completed) times 35% (Thirty Five) as genuinely pre-estimated damages for the breach of the terms and conditions of this Agreement by the Employer.

14.5 The Employer acknowledges that, by reason of his signature hereto, the Contractor will incur certain necessary costs or charges relating amongst other to the processing of the Agreement, the preparation of Plan and drawing relative to any loan/Mortgage Bond application and services rendered.

In the event therefore, of the Employer electing to cancel this Agreement for whatever reason, and notwithstanding the fulfilment of the conditions precedent (if any) relating to loan/Mortgage Bond finance contained in the Agreement of Sale, the Employer assumes liability, without recourse, for payment to the Contractor of cancellation costs, calculated as follows:

14.5.1 The amount of R10 000-00 (Ten Thousand Rand) if cancellation is effective prior to the granting of loan finance (if any);

14.5.2 The sum of R30 000-00 (Thirty Thousand Rand) if cancellation is effective after granting of required loan/Mortgage Bond (if any) but prior to commencement of the Works; or

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The Employer acknowledges that the foregoing and the costs stipulated are fair and reasonable and that until such time as the provisions contained in this Clause have been complied with, the Employer shall be unable to discharge its liabilities and cancel this Agreement for whatever reason.

14. <u>JURISDICTION</u>

For the purpose of all or any proceedings hereunder the parties hereby consent to the jurisdiction of the George Magistrate's Court. This clause shall not be deemed to constitute the required written consent conferring jurisdiction upon the court pursuant to section 45 of the Magistrate's Court act of 1944, or any amendment thereof, provided, nevertheless, that the seller have the right at its sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.

15. <u>ADRESSES FOR SERVICE AND DELIVERY OF LEGAL DOCUMENTS</u>

16.1 The Parties choose their addresses as set out on in Clause 1 of the Covering Schedule of this Agreement above to serve as their addresses for service and delivery of legal documents for all purposes of the Agreement, which includes the giving of notice and the serving of documents or process.

16.2 Any notice given in terms of the Agreement which is:

16.2.1 delivered by hand during normal business hours to the Contractor's or Employer's address for service and delivery of legal documents shall be deemed to have been received by the Contractor or Employer at the time of delivery;

16.2.2 posted by prepaid registered post to the Contractor's or Employer's address for service and delivery of legal documents shall be deemed to have been received by the Contractor or Employer on the 7th day after the day of its posting.

16.2.3 communicated by facsimile or e-mail, shall be deemed to have been received by the Contractor or Employer on received confirmation of the successful transmission thereof.

16.3 Where, in terms of this Agreement any communication is required to be in writing, the term "writing" shall include communications by telex, facsimile or e-mail. Communications by telex, facsimile or e-mail shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee on the day of transmission provided that transmission occurred during business hours.

16. INTEREST

Any agreed amount due by the Contractor to the Contractor not paid on Due Date shall bear interest at the Prime Overdraft Rate plus 5% (five) from the Due Date until the date of payment thereof.

17. CAPACITY OF EMPLOYER

18.1 If more than one Employer signs this Agreement, the Employers will be jointly and severally liable for the due performance of the terms and conditions of this Agreement.

18.2 The Signatory shall in his personal capacity be liable for the due fulfilment of all the terms and conditions of this Agreement.

18. GENERAL

18.1. This document constitutes the entire agreement concluded between the Parties and no warranties or undertakings or representations other than those specifically recorded herein may be relied on by either of the Parties. This document may furthermore not be modified, varied or consensually cancelled other than in writing, duly signed by both Parties.

18.2. The Agreement shall not be binding upon the Parties until the Contractor has confirmed acceptance thereof by his signature hereto.

SIGNED at on this day of 2023

____
CONTRACTOR

AS WITNESSES:

1. ______________________

2. ______________________

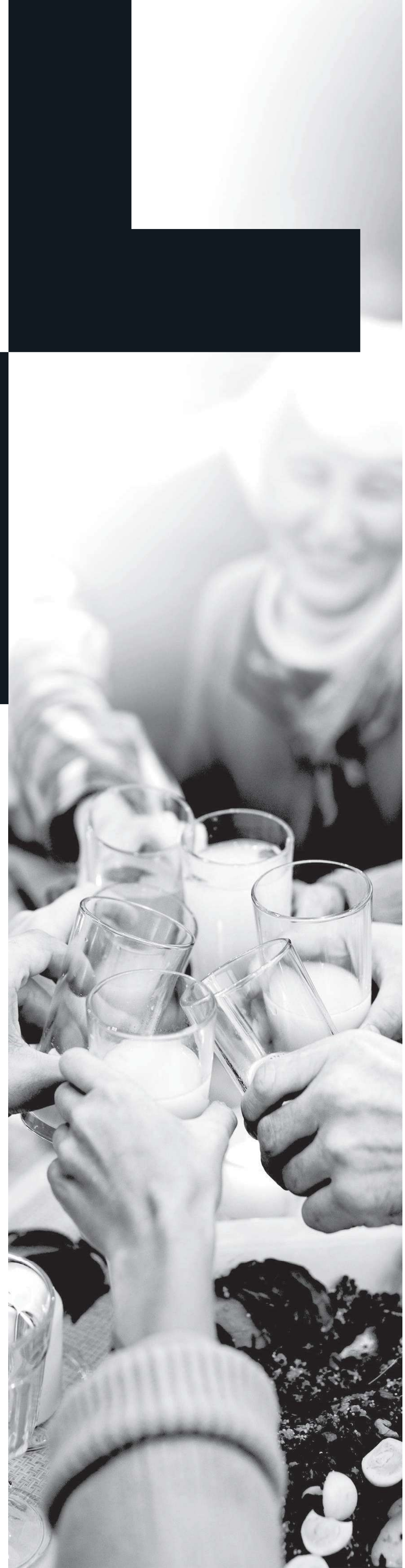
SIGNED at on this day of 2023

____
EMPLOYER

AS WITNESSES:

1. ______________________

2. ______________________



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FICA Client Pack

Purchaser / Tenant

Dear Client

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

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

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

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

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

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

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

Thank you for your co-operation.

Yours faithfully

PlusGroup Principal

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

I/We ____

and____

hereby declare that I/we reside at ____

____

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

____

THUS DONE AND SIGNED at ____ on _______________20_______

____

AS WITNESS

____

PURCHASER / TENANT (Delete which is not applicable)

____

RSA Identity or Foreign Passport No.

____

JOINT PURCHASER / TENANT (Delete which is not applicable)

____

RSA Identity or Foreign Passport No.

Initial: ______________

Purchaser / Tenant FICA questionnaire - Natural persons

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

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

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

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

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

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

   Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

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

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

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

   Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

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

   ____

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

   Single Transaction ☐ Business Relationship ☐

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

   ____

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

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

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

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

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

   ____

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

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

	President or deputy president of South Africa
	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: ______________

Addendum to sales agreement

Consent in terms of the protection of Personal Information Act:

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

Property Description: ____________________

Seller: ____________________

Joint Seller: ____________________

(Full names & surname)

Purchaser: ____________________

Joint Purchaser: ____________________

(Full names & surname)

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

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

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

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

AS WITNESS	PURCHASER	JOINT PURCHASER

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

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

AS WITNESS	SELLER	JOINT SELLER

K

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 6% 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