OFFER TO PURCHASE

REEF ACRES

This Agreement is made and entered into by and between:

WOOD IBIS INVESTMENTS PROPRIETARY LIMITED
Registration No. 1987/003435/07

herein represented by Kevin van den Heever or Tiiso Masipa or Sales Manager or Danielle Meiring in their capacity as Representatives of the company duly authorised hereto by resolution

(together with its successors in title and assigns)

BUSINESS ADDRESS and POSTAL ADDRESS
AFHCO Corner, 1st Floor, 64 Siemert Road, New Doornfontein, 2094
P.O. Box 10568 Johannesburg, 2000
Telephone Number 011 224 2400 / 011 224 2491
Email daniellem@afhco.co.za; mazeedab@afhco.co.za
Chosen *domicilium citandi et executandi* for the delivery of all notices and/or processes arising here from at this address.
(hereinafter referred to as the "Seller")
and

I/We/It the undersigned,

	PURCHASER	CO-PURCHASER
Full Names:		
Surname:		
Identity Number/Date of Birth & Passport Number		
Trust/ Pty Ltd / CC		
Registration Number:		
Marriage Status:		
SARS Tax number:		
Tel: Work		
Cell phone number:		

Residential Address: The Purchaser(s) hereby choose *domicilium citandi et executandi* for the delivery of all notices and/or processes arising here from at this address and		
E-mail Address: The Purchaser(s) hereby choose *domicilium citandi et executandi* for the delivery of all notices and/or processes arising here from at this address		

(together with its successors in title and assigns/his heirs, executors, administrators and assigns)

(Hereinafter referred to as "the Purchaser")

The Seller hereby sells to the Purchaser who hereby purchases:

A Unit consisting of

(i) DOOR/FLAT NUMBER _____Section No. _____ as shown and more fully described on the Sectional Plan SS: 148/2010 or 149/2010 or 104/2017 **(CHOOSE CORRECT SCHEME NUMBER)** in the scheme known as **REEF ACRES** in respect of the land and building or buildings situated at **ERF 626 KRUGERSRUS EXTENSION 1 TOWNSHIP, LOCAL AUTHORITY: CITY OF EKURHULENI METROPOLITAN MUNICIPALITY** of which section the floor area, according to the said sectional plan approximate measuring (_____) square metres in extent and

(ii) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

(iii) Exclusive right of use of Garden No. ……Labour Quarters No. …… Storeroom No. …… Garage No. …… Carport No. …… Parking No. …… as specified on the Sectional Plan, or as per the Body Corporate Resolution, or as provided for in the rules of the Body Corporate. It has been clearly explained to me that the right of use as aforementioned is provided for in either the title deed to this property or the rules, whichever is applicable.

The PROPERTY is sold in accordance with the Sectional Plan and the Participation Quota endorsed thereon relating to the building and any alterations which may have been made thereto in accordance with the provisions of the Sectional Title Act, with any Real Rights of extension in terms of Section 25 of the sectional titles act that may exist.

If the property has been erroneously described herein, such error shall not be binding on the Seller, but the description of the property as set out in the Sellers title deed shall apply and in such event the Seller and the Purchaser(s) agree to the rectification of this agreement to confirm the intention of the Seller and the Purchaser(s).

The Seller shall not be required to indicate to the purchaser the position of beacons or pegs on the property and / or boundaries thereof nor shall the seller be liable for the cost of locating same.

The Seller does not warrant the extent of the property and shall not be liable for any deficiency which may be revealed on any survey or re-survey, nor shall the seller benefit from any excess.

The Seller shall not be required to indicate conditions and servitudes applicable to the property whether contained or referred to in or endorsed against the current and / or prior title deeds however the property will be sold by the Seller subject to them.

The Seller specifically brought to the attention of the Purchaser certain clauses in the Agreement and by requiring the Purchaser to initial next to certain clauses in the Agreement.

SUBJECT to the following terms and conditions:

1. PURCHASE PRICE AND TERMS OF PAYMENT

The purchase price is:

R _____

(_____) (in words)

payable as follows, VAT inclusive:

1.1 FLISP DEPOSIT:

R _____

(_____) (in words), is payable before registration to the Conveyancing Attorney who shall hold it in a Trust Account as a securing payment which amount shall be deducted from the contract price upon completion.

FLISP APPLICABLE **YES / NO**

SCHWELLNUS INCORPORATED

BANK: **NEDBANK**

ACCOUNT NO: **1913263908**

ACB CODE: **191305**

PAYABLE AT: **CRESTA**

Our Ref: **UNIT _____ REEF ACRES**

Cash deposits into our trust accounts attracts bank charges which will be for your account, please make EFT payments to avoid the charges. Please email the proof of payment to billy@schwellnus.com. Banking details enclosed herewith. Please take note that Schwellnus Incorporated will take no responsibility of deposits made if your account reference number does not appear on the deposit slip

The amounts shall be paid to attorneys SCHWELLNUS INCORPORATED, who shall hold such amount in an interest-bearing Trust account. The interest thereon shall accrue for the benefit of the Purchaser. All amounts standing to the credit of such account shall be paid to the Purchaser, on transfer of the Property into the name of the Purchaser, **PROVIDED HOWEVER THAT INTEREST ACCRUING THEREON SHALL BE FOR**

THE BENEFIT OF THE SELLER IN THE EVENT OF THIS AGREEMENT BEING CANCELLED DUE TO A BREACH BY THE PURCHASER.

INITIALS BY THE PURCHASER(S) ACKNOWLEDGE AND UNDERSTAND AND ACCEPTS	

The Purchaser hereby confirms it being my/our/its instructions to SCHWELLNUS INCORPORATED to invest with SBSA TPFA/SAHL TPFA/3PIM FNB/NEDBANK CORPORATE SAVER all the funds paid to SCHWELLNUS INCORPORATED by me/us, on the basis that:

- The amount is invested in a separate trust savings account or other interest-bearing account in such manner that the attorney exercises exclusive control over such account as trustee, agent or stakeholder or in any other fiduciary capacity and on the terms and conditions set out in the Bank's account application, investment opening form and/or other required documents;

- The attorney(s) may sign or authorize someone in writing to sign on its behalf, all documents, do all things necessary or required and disclose to the Bank any information including information regarding me/us, to give effect to this instruction and mandate;

- The account contains a reference to Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014);

- The attorney(s) may pledge and cede the funds in the account to the Bank as collateral for guarantees to be issued by the Bank and in this regard the attorney(s) may agree to and accept the Bank's standard Pledge and Cession terms and conditions;

- The interest on the investment account to be confirmed with Schwellnus Incorporated. The interest rate is subject to change from time to time based on changed by the Financial Institution.

- As Schwellnus Incorporated act as an Agent of SBSA TPFA/SAHL TPFA/3PIM FNB/NEDBANK CORPORATE SAVER, Schwellnus Incorporated charge an Agent's fee being 1,25% of the interest earned on the capital amount of my/our investment, therefore the interest earned by the client will be the interest at the time of funds being invested less 1,25%.

- Said Agent's Fee will automatically be debited from my/our interest earned and paid to Schwellnus Incorporated. The capital amount invested is to be paid in accordance with the client's instructions.

- In terms of section 86(5) of the Legal Practice Act No. 28 of 2014, 5% of the interest which accrues on such investment must be paid over to the Legal Practitioners Fidelity Fund and vests in the Fund (5% of the trust interest earned on this trust investment will be paid monthly to the Legal Practitioners Fidelity Fund with effect from 1 March 2019);

- I am/we are aware of the fact that while the funds are so invested with the Bank, the funds are not protected against a possible liquidation of the Bank;

- I/We warrant that all the requirements in terms of the Financial Intelligence Centre Act and the Financial Advisory and Intermediary Services Act applicable to the above investment, have been complied with, and further indemnify the attorney(s) and/or its duly appointed agent against any claims arising out of, losses and/ or damages that may be suffered as a result of noncompliance thereto.

- The Seller and the Purchaser(s) to this agreement hereby give their consent, in terms of Section 86(4) of the Legal Practice Act, 2014 (Act 28 of 2014), to deposit any amount referred to under clause 1 into an interest-bearing account, with the Bank.

1.2 A further deposit of:

R _____

(_____) (in words), is payable on (Insert Date) _____ to the Conveyancing Attorney who shall hold it in a Trust Account as a securing payment which amount shall be deducted from the contract price upon completion.

1.3 The balance of the Purchaser Price shall be paid against registration of transfer secured by guarantees acceptable to the conveyancer, delivered to the conveyancer within 15 (Fifteen) days from the date the Mortgage Bond was approved as provided for in terms of clause 2 or it will be payable within 15 (Fifteen) days from acceptance of this agreement.

1.4 Notwithstanding anything contained in the agreement to the contrary the Seller and the Purchaser(s) hereto record that the Developer/Seller may increase the purchase price in the event of an increase in VAT (Value Added Tax). The Developer/Seller shall advise the Purchaser of such an increase in writing and with a notice reflecting the increase and the additional amount that the client will be billed with.

1.5 The Seller shall be, entitled, to allocate any amounts received from or for the account of the Purchaser to the payment of any debt or amount owing by the Purchaser to the Seller. If Seller does not make any allocation all amounts paid will be allocated firstly to interest and secondly to the payment amounts other than the purchase price and lastly the purchase price of the Property.

2. BOND FINANCE

2.1 This Agreement of Sale shall be subject to the suspensive condition that the Purchaser (or Origination Services on the Purchaser's behalf) is able to raise a loan upon the security of a First Mortgage Bond in favour of a registered bank acceptable to the Seller to be passed over the Property for the sum of:

R _____ (_____)

(in words), or a lesser amount at prevailing bank rates and conditions acceptable to the Seller, within 30 (Thirty) days after the date of acceptance of this Agreement (which time may be extended by the Seller at the Seller's sole option). The Purchaser irrevocably appoints Origination Services chosen by the Seller to apply for the loan and to accept the grant of the loan. The Purchaser undertakes and agrees to take all steps and to sign all relevant documents necessary to give effect to this clause. It is, recorded that the Origination Services shall co-ordinate the bond application and assist the Purchaser in obtaining the bond. It is, further recorded that the Seller may cancel the Agreement if the conditions of the bond are restrictive in any way or not acceptable to the Seller.

2.2 **It is recorded that Betterbond shall be the exclusive bond originators appointed for the purpose of securing a mortgage bond for the Purchaser in respect of the property; however, in the event that Betterbond is unable to secure a bond, whether in part or in full, an "Alternative Bond Originator", appointed by the Seller, shall provide bond origination services.**

2.3 Should the Purchaser choose to use Origination Services other than those chosen by the Seller, the Purchaser will be liable for the Sales Information and Management System (SiMS) costs, being, 0.1% of the purchase price, unless the Seller has expressed in writing, giving permission to the Purchaser, to use other Origination Services.

INITIALS BY THE PURCHASER(S) ACKNOWLEDGE AND UNDERSTAND AND ACCEPTS clause 2.2 and 2.3 above	

2.4 This suspensive condition shall be, deemed to have been, fulfilled as soon as a Bank or Mortgagee has issued a quotation and pre-agreement statement in favour of the Purchaser by the Bank or Mortgagee concerned, irrespective of any binding loan agreement between the purchaser and the mortgagee.

2.5 The Purchaser acknowledges that it is a material term of this sale, that it signs and submits all documentation necessary to make application for the mortgage bond in fulfilment hereof. Failure to do so will constitute a breach of contract and shall have the effect of this clause being, fictionally fulfilled. The Purchaser warrants that it is aware of and understands the requirements of banking institutions regarding eligibility for credit and loans based on income, credit standing and other requirements and hereby warrants that to the best of their knowledge and belief they are eligible for a loan in the amount stated above and further warrants that no facts or circumstances presently exist which will have the effect of its application for a loan being refused or the loan being withdrawn before transfer.

2.6 Should this or any other suspensive condition not be, fulfilled this sale shall lapse and be of no force or effect and the deposit together with interest shall be, refunded to the purchaser.

3. TRANSFER AND BOND REGISTRATION

3.1 Transfer and bond registration of the Property shall be affected by the Conveyancing Attorney, namely Schwellnus Incorporated, Address: Unit 4-39b on Kingfisher Office Park, 39b Kingfisher Drive, Fourways, Tel 011 467 8733, email billy@schwellnus.com within a reasonable time after the Purchaser has complied with the terms of Clause 1 and 2.

3.1.1 The costs of transfer shall be for the account of the Seller;

3.1.2 The costs of bond registration shall be for the account of the Seller, provided the bond registration is done by the Schwellnus Incorporated or its nominee.

BANK	BOND ATTORNEY	PANEL CODE
ABSA BANK	GISHEN & ASSOCIATES	3030
STANDARD BANK	SCHWELLNUS INCORPORATED	5094
FIRST NATIONAL BANK, FNB PRIVATE BANK AND FNB WEALTH	SCHWELLNUS INCORPORATED	NO PANEL NUMBERS
NEDBANK	SCHWELLNUS INCORPORATED	1332
INVESTEC BANK LIMITED	LOUIS GISHEN AND ASSOCIATES	NO PANEL NUMBERS

SA HOMELOANS	SCHWELLNUS INCORPORATED	
ABSA PRIVATE BANK LIMITED	LOUIS GISHEN AND ASSOCIATES	1556

BANK PANEL DETAILS AND SCHWELLNUS INCORPORATED NOMINATED BOND PANEL ATTORNEYS

3.1.3 The Purchaser shall be liable for payment of the initiation and valuation fee payable to the financial institution granting the Purchaser's bond, if any.

3.1.4 The Purchaser shall be liable for payment of any of the cost of registration if other Conveyancing Attorneys do the bond registration and if such Conveyancing Attorneys do not accept the tariff and disbursements the Seller has agreed to pay. The Seller will only pay the tariff and disbursements as agreed with Schwellnus Incorporated and its nominee, the difference will be for the Purchaser(s) account on demand. A breach of the said requirement shall constitute a material breach of this Agreement.

3.3 The Purchaser shall sign all documents required to be signed by the Seller's Conveyancers in order that transfer may be affected as soon as possible after being requested to do so by the Seller's Conveyancers.

3.4 The Purchaser accepts and agrees that in terms of the FINANCIAL INTELLIGENCE CENTRE ACT, any Accountable Institution involved in this transaction requires certain documentation, including but not limited to the Conveyancers and Financial Institutions. The Seller and the Purchaser(s) warrant that they shall provide all such required documentation, on demand, which may be requested of them at any stage of the Transfer or thereafter. A breach of the said requirement shall constitute a material breach of this AGREEMENT.

3.5 If the agreement is cancelled as a result of breach of contract committed by the Purchaser, the Purchaser will be liable to the Conveyancing Attorneys and Agents for commission and wasted costs as prescribed.

3.6 The Purchaser acknowledges that the Transfer process may be delayed for reasons beyond the control of the Seller.

4. DEFAULT OF PURCHASER

4.1 Should the Purchaser breach any of the terms of this Agreement and fail to remedy such breach within 7 (Seven) days of the date of delivery of written notice given by the Seller to the Purchaser specifying the breach and demanding it be remedied then the Seller shall be entitled, without prejudice to any other rights that the Seller has in law or under this Agreement –

4.1.1 To claim specific performance; or

4.1.2 To cancel this Agreement and claim such damages as it may have sustained.

4.2 Should Seller choose to enforce rights by way of legal proceedings then the Purchaser agrees that any costs awarded will be recoverable on the scale as between attorney-and-own-client, unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the scale of costs so ordered. The Seller and the Purchaser(s) should take note that the reference to "attorney-and-client scale" is a reference to fees that a client would be charged by his or her own attorney.

4.3 Should the agreement be cancelled due to the Purchaser's default; the Purchaser will be liable for the Property Practitioner's Commission and the Transfer and Bond registration wasted costs as prescribed.

INITIALS BY THE PURCHASER(S) ACKNOWLEDGE AND UNDERSTAND AND ACCEPTS	

5. POSSESSION, OWNERSHIP, BENEFIT AND RISK

Possession, ownership of and all benefits and risk in the Property shall pass to the Purchaser against Transfer from which date the Purchaser shall be liable for, amongst other things, all rates, taxes, and/or levies pertaining to the Property. Pending transfer and payment of the purchase price, the Purchaser shall maintain the Property in a thorough state of repair and in a clean and tidy condition from date of occupation.

6. VOETSTOOTS

6.1 The property is sold "voetstoots" as it is, and the Seller does not give any guarantee in respect of the buildings or any other improvements on the property and the Seller shall not be kept liable for any defects in the property whether latent or patent. The property is further sold subject to all the conditions and servitudes mentioned in the Title Deed with which the Purchaser declares himself to be fully acquainted with.

6.2 The Purchaser admits having inspected the property to his satisfaction and that no guarantees or warranties of any nature were made by the Seller or his agent regarding the condition or quality of the property or any of the improvements thereon or accessories thereof.

6.3 The Seller shall be required to provide a PROPERTY INFORMATION AND DISCLOSURE DOCUMENT AND/OR MANDATORY DISCLOSURE which consists of a detailed list of any defects in and damage to the Property, which the Purchaser shall be required to inspect and agree by conducting an inspection of the Property and signing such defects list prior to Transfer or occupation of the Property (the Purchaser(s) have agreed that occupation will take place prior to the date of Transfer).

6.4 If the Purchaser fails to attend the inspection at the date and time agreed upon (or fails to attend an inspection at such other later date and time arranged), then the Property will be considered free from defects and in good condition, fair wear and tear excepted, other than for those disclosed by the Seller.

6.5 The Purchaser should take note that, in addition to the patent defects (i.e. defects which are visible), there may be latent defects in the Property (i.e. defects that are not visible). The Property is offered for sale to the Purchaser in the specific condition in which it stands and the Purchaser shall have no claim against the Seller in respect of any such defects unless, in relation to any latent defects, the Seller knew of the defect and failed to bring it to the attention of the Purchaser prior to the sale.

INITIALS BY THE PURCHASER(S) ACKNOWLEDGE AND UNDERSTAND AND ACCEPTS	

7. CONSUMER PROTECTION ACT 68 OF 2008

7.1 For the purposes of this Agreement the Seller is acting in the ordinary course of its business. If the Purchaser is a natural person, or an entity / juristic person with an annual turnover or asset value of less than R2 000 000.00 at the time of entering into this Agreement, then the Consumer Protection Act ("CPA") applies to the transaction.

7.2 For the purposes of complying with the CPA, the Seller hereby brings to the attention of the Purchaser that the Agreement incorporates terms that:

7.2.1 Limit the risk or liability of the Seller;

7.2.2 Constitute an assumption of risk or liability by the Purchaser;

7.2.3 Impose an obligation on the Purchaser to indemnify the Seller; or

7.2.4 Are an acknowledgement of fact by the Purchaser.

7.3 Save as provided for in this Agreement and the CPA to the contrary, the Unit is sold *voetstoots*, absolutely as it stands and without any warranties, express or implied, the Seller and/or the Agents not being responsible for any defects, whether latent or patent. The Unit is sold subject to all such conditions as are mentioned and/or referred to in the title deed/s relating to the Unit, all rights and encumbrances set out in the conditions of establishment and/or contained in the relevant township plan, such conditions as are or may hereafter be imposed by any local authority and/or the Body Corporate and/or the Association, including any conditions imposed in respect of the rezoning and/or subdivision of the Land.

7.4 The Purchaser acknowledges having acquainted himself with the Unit and has satisfied himself as to the nature, condition, locality, boundaries, and extent thereof and that the Unit is fit for the purpose for which it is being purchased.

7.5 Should the Consumer Protection Act govern the provisions of this agreement and/or the relationship between the Seller and the Purchaser(s), it is specifically agreed that in the event of any clause or sub-clause herein not being permitted in terms of the Consumer Protection Act, such clause or sub-clause shall be severed from this agreement and be treated as if it were not a part of this agreement. All provisions which automatically apply to an agreement of this nature in terms of the Consumer Protection Act are automatically incorporated herein.

7.6 Insofar as the Consumer Protection Act ("CPA") governs this agreement, the Seller and the Purchaser(s)' attention is drawn to the fact that Section 55(2) provides that, except to the extent contemplated in subsection (6), every consumer has a right to receive goods that: -

(a) Are reasonably suitable for the purposes for which they are generally intended;
(b) Are of good quality, in good working order and free of any defects;
(c) Will be useable and durable for a reasonable period of time, having regard to the use to which they would normally be put and to all the surrounding circumstances of their supply;
(d) Comply with any applicable standards set out under the Standards Act 1993 (Act No. 29 of 1993), or any other public regulation.

7.7 Section 55(6) of the CPA provides that subsection (2)(a) and (b) do not apply to a transaction if the consumer: -

(a) Has been expressly informed that the particular goods were offered in a specific condition; and
(b) Has expressly agreed to accept the goods in their condition, or knowingly acted in a manner consistent with accepting the goods in that condition.

INITIALS BY THE PURCHASER(S) ACKNOWLEDGE AND UNDERSTAND AND ACCEPTS	

8 OCCUPATION AND OCCUPATIONAL RENT

8.1 The Purchaser is hereby notified that should the Property be let to tenant/s, then the purchase is made subject to the tenant/s rights under Agreement of Tenancy and the law and regulations protecting and relating to the tenant/s, and that if the Purchaser requires occupation of the Property, it will be necessary for the Purchaser to make arrangements with the tenant/s, through the Seller. The Seller gives no warranty or guarantee that the Purchaser will obtain actual occupation of the Property on the date provided herein. The Purchaser acknowledges being fully aware of the protection afforded to tenants under the Rental Housing Act 50 of 1999 and any amendments thereof insofar as same may be applicable to the abovementioned tenant/s. Copy of the existing lease agreement and proof of security deposit **(TO BE PROVIDED TO THE PURCHASER ON REGISTRATION OF TRANSFER, UPON REQUEST BY THE PURCHASER).** The seller irrevocably cedes the lease to the purchaser on registration of transfer and the Seller will pay over the security deposit together with interest, if provided for in the lease agreement together with pro rata rent and provision for consumption to the Purchaser after registration of transfer.

INITIALS BY THE PURCHASER(S) ACKNOWLEDGE AND UNDERSTAND AND ACCEPTS	

TENANT IN UNIT

YES		NO	

8.2 **If the property is not let to a tenant/s then Vacant occupation** will be given to the Purchaser on registration of transfer. Should registration not occur before the occupation date, the Purchaser is obliged to pay occupational rent of R _____, which payment shall be made MONTHLY IN ADVANCE on the first day of every month. The obligation shall continue until date of registration. Payment in this regard shall be made directly to AFHCO HOLDINGS PROPRIETARY LIMITED on demand.

BANKING DETAILS

ACCOUNT NUMBER	AFHCO HOLDINGS PROPRIETARY LIMITED
BANK	RMB
ACCOUNT TYPE	CORPORATE CHEQUE ACCOUNT
ACCOUNT NUMBER	625 493 47 137
REFERENCE	UNIT _____ REEF ACRES

8.3 The Purchaser shall be liable for all water, sewer and electricity consumed in respect of the Section from the Occupation Date.

8.4 If the Purchaser fails to pay the occupational rental referred to above, the Seller shall, without prejudice to any rights in terms of this Agreement, be entitled to pay such amounts and forthwith to recover from the Purchaser the amounts disbursed with interest thereon at the rate of Prime Plus 2% per annum from the date of paying such amounts to the date of repayment.

8.5 Occupation shall not be given to the Purchaser if all outstanding amounts of whatsoever cause or nature have not been paid or secured in full.

8.6 The occupation of the Property by a Purchaser shall not create a tenancy, and all rights to occupation of the Property shall lapse on cancellation of this Agreement and vacant occupation thereof shall immediately be given to the Seller.

8.7 Notwithstanding anything contained herein or otherwise, the Seller shall not be obliged to give the Purchaser occupation of the Property or transfer of the Property into the name of the Purchaser if any obligation of whatsoever nature, has not been met by the Purchaser in terms of this Agreement.

8.8 Pending Transfer, the PURCHASER shall not be entitled to make any improvements to the PROPERTY nor alterations to any existing improvements thereon without prior written consent of the SELLER and should this AGREEMENT be cancelled for any reason whatsoever, the PURCHASER shall have no claim against the SELLER for any compensation in respect of any such improvements whether made with or without the SELLER'S consent.

9 DOMICILIUM

9.1 The Seller and the Purchaser(s) hereby choose ***domicilium citandi et executandi*** for the delivery of all notices and/or processes arising here from at the addresses set out by them in the preamble to this agreement. All notices may be forwarded to those addresses.

9.2 All notices to be given in terms of this Agreement must be given in writing and will:

9.2.1 Be delivered by hand, sent by email or pre-paid registered post,

9.2.1.1 If delivered by hand, be presumed to have been received on the date of delivery.

9.2.1.2 If sent by email, be presumed to have been received on the date of successful transmission of the email in the form of a delivery report and/or read report.

9.2.1.3 If delivered by pre-paid registered post, be presumed to have been received 3 (three) days after posting unless earlier delivery of such written notice can be proved.

9.3 Notwithstanding the above, any notice given in writing and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause

10 FIXTURES & FITTINGS

The property is sold with all fixtures and fittings of a permanent nature (including but not limited to fitted carpets, fixed light fittings and chandeliers, curtain rods, rings, rails and blinds, all fitted cupboards, shelves and mirrors, existing built-in over/extractor fan, gates and garage doors as well as all trees and rooted plants situated on it at the date of this offer, unless specifically excluded. The Seller warrants that all such fixtures and fittings are his/her property are fully paid for. The purchaser undertakes to maintain the fixtures and fittings in good condition and working order, save for fair wear and tear, from date of occupation to date of transfer.

11 JURISDICTION

For the purpose of resolving any dispute which may exist or occur between the Seller and the Purchaser(s) hereto, the Seller and the Purchaser(s)' consent to the jurisdiction of the magistrate's court being a court otherwise competent and with jurisdiction over the person of the Seller and the Purchaser(s) **within the area where the Property is bought**, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to section 45 of the Magistrates' Courts Act 32 of 1944 or any amendment thereof provided that the Seller shall have the right at his sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the aforegoing, would exceed the jurisdiction of the magistrate's court.

12 PROPERTY PRACTITIONER AND COMMISSION

The Seller shall be responsible for the Property Practitioner's commission related to this Agreement, calculated as follows:

12.1 If AFHCO Property Management is the sole agent, the commission shall be 5% (five percent) excluding VAT of the selling price including VAT.

12.2 If AFHCO Property Management is not the sole agent, the appointed agent shall receive a commission of 5% (five percent) excluding VAT of the selling price including VAT, and AFHCO Property Management shall receive additional commission of 2.5% (two and a half percent) excluding VAT of the selling price including VAT.

In the event this Agreement is cancelled by the Seller due to the Purchaser's actions, or by the Purchaser, the Purchaser shall be liable for the Property Practitioner's commission at the rates specified in clauses 12.1 and 12.2. Commission shall only become payable to the Property Practitioner upon registration of transfer to the Purchaser.

If the Deed of Sale is cancelled as a result of breach of contract committed by the Purchaser, the estate agent shall be entitled to recover such commission from the Purchaser.

Name of Property Practitioner Agency : _____

Name of Property Practitioner : _____

Email : _____

Contact Number : _____

CANDIDATE Property Practitioner		FULLY ACCREDITED PROPERTY PRACTITIONER	

It is recorded that Betterbond shall be the exclusive bond originators appointed for the purpose of securing a mortgage bond for the Purchaser in respect of the property; however, in the event that Betterbond is unable to secure a bond, whether in part or in full, an "Alternative Bond Originator", appointed by the Seller, shall provide bond origination services, and should the Alternative Bond Originator successfully secure a mortgage bond, whether in part or in full, the commission payable in respect of the bond origination shall be shared between Alternative Bond Originator and the Property Practitioner, on the basis of 2.5% (TWO POINT FIVE PERCENT) of the bond amount secured, plus VAT. In this regard, it is acknowledged that both the agent and alternative bond originator were the effective cause of the transaction.

13 INCOME TAX

The Purchaser herewith declares that his/her/their income tax is paid to date or that satisfactory arrangements for payment were made with SARS. It is agreed that the Seller may cancel this agreement if the Purchaser's income tax is not paid up to date.

14 ELECTRICAL COMPLIANCE CERTIFICATE

The Seller shall, prior to the transfer date, at the Seller's expense, furnish the purchaser upon request, with Valid Certificate of Compliance in respect of any or all electrical installations on the property as required by the Regulations promulgated under the Machinery and Occupational Safety Act or any Act passed in substitution thereof. In the event of any repairs being required to be made to the electrical installation or any part thereof the costs of all such repairs shall be for the Seller's account.

15 RATES, REFUSE AND LEVIES

15.1 The Purchaser shall be liable from date of registration for levies in the approximate amount of

R _____ (_____) (in words).

15.2 The Purchaser shall be liable from date of registration for, rates and taxes and refuse in the approximate amount of

R _____ (_____) (in words).

16 BODY CORPORATE AND/ OR HOMEOWNERS ASSOCIATION

16.1 The Purchaser acknowledges the existence of the Homeowners Association/Body Corporate and shall on registration of transfer become a member and be subject to the rules, regulations and constitution of the Homeowners Association/Body Corporate. Should the Purchaser occupy the Property prior to registration of transfer, he/she is aware of his obligations to comply with the Homeowners Association/Body Corporate.

AND/OR

16.2 The Property is held under sectional title and the Purchaser acknowledges that by virtue of his/her ownership of the Property upon Transfer he/she/it will automatically become and remain a member of the Homeowners Association/Body Corporate in respect of the Scheme and as such will be bound by the Conduct Rules, Management Rules and Homeowners Association/Body Corporate Rules as applicable from time to time and will be entitled to vote at meetings of members of the Homeowners Association/Body Corporate in respect of the Scheme.

17 SUSPENSIVE CONDITIONS – CONTINUED MARKETING

17.1 Pending fulfilment of any suspensive conditions herein contained, the Seller or its agent shall be entitled to continue to market the Property and should, prior to fulfilment of these conditions, a bona fide offer (hereinafter referred to as the "Competing Offer") for the Property be received, which but for this Agreement, the Seller wishes to accept, the Seller may do so subject to the following:

17.1.1 A copy of the Competing Offer shall be delivered to the Purchaser who shall be given an option for 48 (FORTY-EIGHT) hours from delivery to match the competing offer and to waive or fulfil any suspensive conditions contained in this agreement;

17.1.2 Exercise of this option by the Purchaser shall be exclusively by written notice delivered timeously to the Sellers Conveyancer;

17.1.3 Should the Purchaser not timeously exercise the option as aforesaid, the Seller shall be entitled to accept the Competing Offer and, on acceptance thereof, this Agreement between the Seller and the Purchaser shall thereupon immediately and automatically be cancelled.

INITIALS BY THE PURCHASER(S) ACKNOWLEDGE AND UNDERSTAND AND ACCEPTS	

18 PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA)

18.1 The Purchaser/s acknowledge that our/my /its personal and special personal information are required by Schwellnus Incorporated/Seller/Property Practitioner/Bond Originator in order for it to fulfil its service mandate to which we/I/its have agreed and to process my/our/its transactional details on its systems.

18.2 The Purchaser/s agree to provide such information requested from Schwellnus Incorporated/Seller/Property Practitioner/Bond Originator, on the express understanding that:

18.2.1 This constitutes my/our/its consent, as required under Section 11(1)(a) of the Protection of Personal Information Act 4 of 2013 ("POPIA").

18.2.2 Certain support staff and the finance department of SCHWELLNUS INCORPORATED will access my/our/its information which has been furnished to them for the purposes of my/our/its transaction in which I am/we are involved and matters ancillary thereto.

18.2.3 Schwellnus Incorporated/Seller/Property Practitioner/Bond Originator is authorised to release my/our/its personal information to legitimate third the Seller and the Purchaser(s) directly involved in my/our/its transaction cycle in which I am/we are involved.

18.2.4 Schwellnus Incorporated/Seller/Property Practitioner/Bond Originator is further authorized to share my/our/its personal information to any third-party service provider associated with its business operations and who supports it in fulfilling its operational duties and that, should I/We/It require information of these third-party service providers, that I/We/It shall request this directly from Schwellnus Incorporated/Seller/Property Practitioner/Bond Originator.

18.2.5 Schwellnus Incorporated/Seller/Property Practitioner/Bond Originator does not intend sharing my/our/its personal information for financial gain.

18.2.6 Schwellnus Incorporated/Seller/Property Practitioner/Bond Originator will in addition to its POPIA compliance store my/our/its details on its systems and software support programs as required by it.

18.2.7 Schwellnus Incorporated/Seller/Property Practitioner/Bond Originator has implemented proper Data Privacy rules in respect of their management of my/our/its information as well as proper Internet Usage Rules and Cyber security principles in order to minimise the risk of my/our/its information being exposed to cyber risks and I/We/It have had an opportunity to read through such Policies and understand that it is my/our/its own duty to protect our/my own internet and email connections against interceptions and viruses.

18.2.8 Schwellnus Incorporated/Seller/Property Practitioner/Bond Originator, as a law firm has the privilege of confidentiality under the law pertaining to my/our/its details, other than the details it must share in order to fulfil my/our/its legal mandate.

18.2.9 I/We/It Consent to the collection, processing and necessary sharing of my/our/its information by Schwellnus Incorporated/Seller/Property Practitioner/Bond Originator in fulfilment of their mandate to deliver environmental services to me/us.

19 GENERAL

19.1 This Agreement is signed by the Seller and the Purchaser(s) on the dates and at the places indicated below.

19.2 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

19.3 The persons signing this Agreement in a representative capacity warrant their authority to do so.

19.4 The Seller and the Purchaser(s) record that it is not required for this Agreement to be valid and enforceable that a Party shall initial the pages of this Agreement and/or have its signature of this Agreement verified by a witness.

19.5 This Agreement constitutes the entire contract between the SELLER and the PURCHASER and any acts, representations, announcements, statements, warranties, guarantees or conditions not recorded herein shall be of no force or effect whatsoever, the PURCHASER acknowledging that neither the SELLER nor any person acting on his behalf has made any representations, announcements, statements or warranties inducing the conclusion of this AGREEMENT.

19.6 During the existence of this Agreement, the Purchaser shall not cede, assign, transfer, make over or otherwise alienate any of his/her rights under this Agreement, nor shall he/she sell, alienate, lease or in any other way deal with the Property or any portion thereof without the Seller and Development Services' consent.

19.7 In the event of the Purchaser acting in the capacity of an agent or trustee for a company to be formed, the Purchaser shall be personally liable should the Purchasing Company not be formed, or if when it is formed, it does not ratify this Agreement. In addition, the said Purchaser shall be deemed to have guaranteed the obligations of the Company to be formed in terms of this Agreement, as surety and co-principal debtor.

19.8 In the event of there being more than one person defined as the Purchaser, the liability of the Purchaser's in terms thereof and arising therefrom, shall be joint and several.

19.9 In the event of the Purchaser signing on behalf of a nominee and the nominee failing to accept nomination, then the signatory hereto binds himself to the Purchaser.

19.10 Any latitude or extension of time which may be allowed by the Seller to the Purchaser in respect of any payment provided for herein, or any matter or thing which the Purchaser is bound to perform or observe in terms hereof, shall not in any circumstances be deemed to be a waiver of the Seller's rights at any time, to require strict and punctual compliance with each and every provision or term hereof.

19.11 Any Agreement between the Purchaser and the Seller to cancel, alter or add to this Agreement, shall not be binding and shall be of no force or effect, unless reduced to writing and signed by the Seller and the Purchaser(s) hereto before witnesses.

INITIALS BY THE PURCHASER(S) ACKNOWLEDGE AND UNDERSTAND AND ACCEPTS	

20 SPECIAL CONDITIONS

The Purchaser hereby consents to the Bond Originator and/or Agent and/or Seller sharing their details with a credit rehabilitation provider and/or a rent2buy provider to process their application, should they not be able to raise a loan.

21 FURNITURE

YES		NO	

21.1 Should the Purchaser have hereby selected a fully furnished unit, the value of the furniture will be sum of the "cash back" amount referenced in Clause 21.4, which amount has been included in the purchase price and shall be utilised for the purchase of the furniture.

21.2 The Purchaser shall be liable to liaise with the Furniture Company, Design 2 Sell, to ensure that the furniture as per the inventory is available in stock, delivery and/or installation thereof after registration of transfer. Contact can be with Design 2 Sell at: Carien Dekker | info@design2sell.co.za | 083 609 2280.

21.3 The Purchaser acknowledges that the Seller is indemnified in its entirety from any issues which may arise from the cost, stock availability, inventory, delivery and/or installation of the furniture.

21.4 The Purchaser acknowledges having inspected the Property and is aware the Property has been let to tenants. The Seller will pay to the Purchaser an amount of R20 000.00 inclusive of VAT on the Transfer Date, which funds may be utilised by the Purchaser to attend to whatever repairs the Purchaser deems necessary. Notwithstanding the provisions of this clause, the sale of the Property is on a voetstoots basis, and the Purchaser acknowledges and confirms that he will have no claim of whatsoever nature against the Seller in respect of the Property.

INITIALS BY THE PURCHASER(S) ACKNOWLEDGE AND UNDERSTAND AND ACCEPTS	

22 ACCEPTANCE PERIOD

If any Offer, or counteroffer/s as the case may be, constituted by this document, is not accepted by _____(time) on the _____ day of _____20_____, then such Offer / counteroffer/s shall lapse and not be capable of acceptance thereafter.

23 SIGNATURE

23.1 This Agreement is signed by the Seller and the Purchaser(s) on the dates and at the places indicated below.

23.2 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement as that the date of signature of the Party last signing one of the counterparts.

23.3 The persons signing this Agreement in a representative capacity warrant their authority to do so.

23.4 The Seller and the Purchaser(s) record that it is not a requirement for this Agreement to be valid and enforceable that a witness's to initial the pages of this Agreement and have its signature of this Agreement verified by a witness.

Thus, done and signed by the Purchaser at _____ on this _____ day of _____ 20___.

_____ _____

PURCHASER **CO – PURCHASER**

I, the Purchaser, hereby confirm that the full extent of my obligations and rights herein have been explained to me and that I have been given an opportunity to make the necessary enquiries in respect of the property and all material aspects related to this property and sale and that I understand the effect of this agreement.

In the event of there being more than one Purchaser, they will be jointly and severally liable for all obligations in terms hereof. The Purchaser(s) warrant that all written consents required by the Matrimonial Property Act 88/84 and the Fourth General Law Amendment Act 132/1993, in respect of this agreement or any matter arising from or in terms hereof have been or will be given.

Thus, done and signed by the Seller at _____ on this _____ day of _____ 20___.

_____

SELLER

Thus, done and signed by the Property Practitioner at _____ on this _____ day of _____ 20___.

_____

PROPERTY PRACTITIONER

I, the Property Practitioner, hereby confirms that I have explained all the terms and conditions of this Agreement of Sale to the Purchaser in clear and understandable language. I agree that this clause serves as a material representation and acknowledgment of understanding, and no claim shall arise on the basis that the Purchaser was unaware of or did not understand the contents of this Agreement.

PROPERTY INFORMATION AND DISCLOSURE DOCUMENT

Scheme Name: REEF ACRES

Unit S(Section) Number: _____

Door Number: _____

The Seller hereby confirms that it is the registered owner of the Property and discloses the information hereunder in the full knowledge that prospective Purchaser will be made aware of the items in this document and that in the event of a sale the Purchaser will co-sign this disclosure document which is annexed in the sale agreement.

Notwithstanding the provisions of the Offer to Purchase, this report does not constitute a guarantee or warranty of any nature by the Seller; it is made in the utmost good faith and the answers provided are a true reflection of the condition of the Property as at the Signature Date and the Seller confirms to the best of its knowledge, as follows:

I/We/It are aware of the following (If `Yes'`, please specify in the space below):

Area	✓✗	Yes/No/Unsure	Remarks
ENTRANCE			
Doors/locks/keys			
Spare key fits the lock			
LOUNGE			
Walls			
Ceilings			
Lights & Plugs			
Doors/locks/keys			
Cupboards			
Floor coverings (tiles/carpets)			
KITCHEN			
Walls			
Ceilings			
Lights & Plugs			
Doors/locks/keys			
Cupboards			

Area	✓×	Yes/No/Unsure	Remarks
Counter tops			
Sink			
Stove			
Taps /leaks			
Drains not blocked			
Wall tiling			
Floor coverings (tiles)			
BATHROOM			
Walls			
Ceilings			
Taps/leaks			
Drains not blocked			
Bath			
Shower			
Basin/Vanities			
Toilet			
Toilet roll & towel holder			
Lights			
Doors/locks/keys			
Wall tiling			
Floor coverings (tiles)			
BEDROOM 1			
Walls			
Ceilings			

Area	✓×	Yes/No/Unsure	Remarks
Lights & Plugs			
Doors/locks/keys			
Cupboards			
Floor coverings (tiles/carpets)			
BEDROOM 2			
Walls			
Ceilings			
Lights & Plugs			
Doors/locks/keys			
Cupboards			
Floor coverings (tiles/carpets)			
BEDROOM 3			
Walls			
Ceilings			
Lights & Plugs			
Doors/locks/keys			
Cupboards			
Floor coverings (tiles/carpets)			
BALCONY			
Doors/locks/keys			
Lights			
Walls			
Ceilings			
GENERAL			

Area	✓×	Yes/No/Unsure	Remarks
Intercom/Telephone			
DSTV point			
Blinds			
Glazing			
Window frames			
Other			

Comments on any of the above:

_____

_____

Please specify any other defects/facts that a Purchaser must be made aware of:

_____

_____

_____ _____

SELLER PURCHASER

Date: Date:

_____ _____

JOINT PURCHASER (IF APPLICABLE) AGENT

Date: Date:

The Purchaser hereby confirms that he/she/it understands that this declaration by the Seller has been made in good faith and that the disclosure of certain defects does not constitute an agreement to remedy any of the above. He furthermore acknowledges that the Seller or its Agent does not have the technical/professional skills required to make an accurate estimation of possible defects and therefore accepts the condition of property as it now lies.

_____ _____

SELLER PURCHASER

Date: Date:

_____ _____

JOINT PURCHASER (IF APPLICABLE) AGENT

Date: Date:

MANDATORY DISCLOSURE CONDITION REPORT IN RELATION TO THE SALE OF IMMOVABLE PROPERTY

(Rebosa Mandatory Disclosure Form Sale of Immovable Property 25 March 2025 - Version 1)

Property situated at address: **ERF 626 KRUGERSRUS EXTENSION 1 TOWNSHIP, LOCAL AUTHORITY: CITY OF EKURHULENI METROPOLITAN MUNICIPALITY, (8 MYRTLE ROAD, SPRINGS)**

Deeds Office: JOHANNESBURG

Unit/Door no: _____ Section no (if applicable): _____(the "Property")

Owner/s of Property: WOOD IBIS INVESTMENTS LTD, REG NO: 1987/003435/07 (the "Owner/s")

Person who completed the Report: _____(if not the Owner/s)

Name of Property Practitioner: _____

1. Disclaimer

This condition report concerns the immovable property (the "Property") as detailed above. This report does not constitute a guarantee or warranty of any kind by the Owner of the Property or by the Property Practitioner/s representing that Owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections (which should be carried out by experts) or warranties that prospective Purchasers may wish to obtain prior to concluding an agreement of sale in respect of the Property.

`

2. Definitions

In this form –

2.1 "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and

2.2 "defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the Property, that would or could significantly impair or impact upon the health or safety of any future occupants of the Property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

3. Disclosure of information

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

4. Provision of additional information

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

5. Statements in connection with Property

If this Mandatory Disclosure relates to the sale of a vacant erf or immovable property that has not yet been built (i.e. “plot and plan” or property development yet to be constructed) the answer below will be ticked N/A where not applicable or relevant.

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

6. Owner’s certification

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

7. Certification by person supplying information

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

8. Notice regarding advice or inspections

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

9. Purchaser/Buyer's acknowledgement

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

10. Additional information

_____

_____

_____

_____

Additional information to this Mandatory Disclosure document duly signed by all parties concerned can be attached to this document

Signed at _____ on this _____ day of _____20____

Signature of Owner _____

Signed at _____ on this _____ day of _____20____

Signature of Purchaser _____

Signed at _____ on this _____ day of _____20____

Signature of Property Practitioner _____

SCHWELLNUS INCORPORATED

ATTORNEYS • NOTARIES • CONVEYANCERS

ATTORNEYS, NOTARIES AND CONVEYANCERS

REGISTRATION NUMBER: 1997/013497/21

UNIT 4-39B ON KINGFISHER OFFICE PARK
39B KINGFISHER DRIVE
FOURWAYS
SANDTON
2055

TEL: 011 467 8733

CLIENT CONSENT 2024

SCHWELLNUS INCORPORATED
ATTORNEYS • NOTARIES • CONVEYANCERS

PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013
CLIENT CONSENT
2024

Transaction details:	
Client name and surname:	
Identification number:	
Company/Trust/Close Corporation name:	
Company/Trust/Close Corporation registration number:	
Representative details:	

I/we acknowledge that our/my personal and special personal information are required by SCHWELLNUS INCORPORATED in order for it to fulfil its service mandate to which we/I have agreed and to process my/our transactional details on its systems.

I/we agree to provide such information requested from SCHWELLNUS INCORPORATED, on the express understanding that:

1. This constitutes my/our consent, as required under Section 11(1)(a) of the Protection of Personal Information Act 4 of 2013 ("POPIA").

2. Certain support staff and the finance department of SCHWELLNUS INCORPORATED will access my/our information which has been furnished to them for the purposes of my/our transaction in which I am/we are involved and matters ancillary thereto.

3. SCHWELLNUS INCORPORATED is authorised to release my/our personal information to legitimate third parties directly involved in my/our transaction cycle in which I am/we are involved.

4. SCHWELLNUS INCORPORATED is further authorized to share my/our personal information to any third-party service provider associated with its business operations and who supports it in fulfilling its operational duties and that, should I/we require information of these third-party service providers, that I/we shall request this directly from SCHWELLNUS INCORPORATED.

5. SCHWELLNUS INCORPORATED does not intend sharing my/our personal information for financial gain.

6. SCHWELLNUS INCORPORATED will in addition to its POPIA compliance store my/our details on its systems and software support programs as required by it.

7. SCHWELLNUS INCORPORATED has implemented proper Data Privacy rules in respect of their management of my/our information as well as proper Internet Usage Rules and Cyber security principles in order to minimise the risk of my/our information being exposed to cyber risks and I/we have had an opportunity to read through such Policies and understand that it is my/our own duty to protect our/my own internet and email connections against interceptions and viruses.

8. SCHWELLNUS INCORPORATED, as a law firm has the privilege of confidentiality under the law pertaining to my/our details, other than the details it must share in order to fulfil my/our legal mandate.

9. I/We confirm that:

   9.1 I/we have had an opportunity to review the POPIA Policies and rules of SCHWELLNUS INCORPORATED;

   9.2 I/we have had an opportunity to ask questions regarding my/our information, why it is collected, how it is processed, where it is stored and with whom it will be shared;

SCHWELLNUS INCORPORATED
ATTORNEYS • NOTARIES • CONVEYANCERS

PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013
CLIENT CONSENT
2024

9.3 I/we Consent to the collection, processing and necessary sharing of my/our information by SCHWELLNUS INCORPORATED in fulfilment of their mandate to deliver environmental services to me/us.

NAME AND SURNAME:	
DATE AND PLACE OF SIGNATURE:	
SIGNATURE:	

SCHWELLNUS INCORPORATED
ATTORNEYS • NOTARIES • CONVEYANCERS

FINANCIAL INTELLIGENCE CENTRE ACT RISK MANAGEMENT AND COMPLIANCE PROGRAMME (RMCP)

2024

COMPANIES AND CLOSE CORPORATIONS

Please note that the information herein collected is required in terms of the Financial Intelligence Centre Act 2001 as amended and will be used for purposes stipulated within the FIC Act. In terms of the provisions contained in the POPIA 2013, and in line with the Privacy Policy of THE FIRM (SCHWELLNUS INCORPORATED), information herein completed will not be shared with third parties unless so indicated or unless it is necessary to give effect to your transaction and then only with other professionals involved in the transaction. Please note that some of the information you have supplied may need to be shared with outside authorities for formal verification purposes (such as the Deeds Office, FIC, SARS, the Court or similar) and your signature of this form constitutes your permission for THE FIRM (SCHWELLNUS INCORPORATED) to share the information accordingly.

COMPULSORY FICA QUESTIONNAIRE
COMPANIES / CLOSE CORPORATIONS

HAS THE COMPANY OR CLOSE CORPORATION OR ANY OF ITS DIRECTORS, SHAREHOLDERS OR MEMBERS PREVIOUSLY DEALT WITH THE FIRM (SCHWELLNUS INCORPORATED) AND IF SO, PLEASE SUPPLY A SUMMARY	
WHAT IS THE NATURE OF THE COMPANY OR CLOSE CORPORATION'S INTERACTION WITH THE FIRM (SCHWELLNUS INCORPORATED)	
REGISTERED NAME	
TRADING NAME	
REGISTRATION NUMBER	
INCOME TAX & VAT NO.	
NATURE OF YOUR BUSINESS	
REGISTERED ADDRESS	
TRADING ADDRESS	
MAIN CONTACT NUMBER	
MAIN CONTACT EMAIL	
IS THE COMPANY AN ACCOUNTABLE INSTITUTION?	☐ YES ☐ NO *Please attach a copy of your BUSINESSES's RMCP*
FICA QUESTIONNAIRE Customer/client identification is an international requirement and we, an accountable institution as defined in the Financial Intelligence Centre Act and Regulations, are obliged to identify our customers. In terms of sections 21, 21A, 21B, 21C and 21E of the FIC Act, we are also obliged to identify and verify: * bank accounts used for purp oses of payments to or from you and * the source and origin of the cash monies. **These questions below are compulsory**	
COUNTRIES OF TRADE	
MAIN COUNTRY OF TRADE	
PUBLIC COMPANY	☐ YES ☐ NO
STATE OWNED COMPANY	☐ YES ☐ NO
MAIN INDUSTRY OF TRADE	
OTHER INDUSTRIES OF TRADE	

SCHWELLNUS INCORPORATED
ATTORNEYS • NOTARIES • CONVEYANCERS

FINANCIAL INTELLIGENCE CENTRE ACT RISK MANAGEMENT AND COMPLIANCE PROGRAMME (RMCP)

2024

PLEASE CONFIRM WITH WHICH BANK THE COMPANY or CLOSE CORPORATION HOLDS ITS MAIN ACCOUNT?	Are you prepared to share the proof of your banking account if so requested? ☐ YES ☐ NO **** Please note that THE FIRM (SCHWELLNUS INCORPORATED) will advise you of the METHOD by which the banking confirmation letter is to be sent for Data Privacy security purposes*
PLEASE CONFIRM WHETHER THE COMPANY or CLOSE CORPORATION HOLDS ANY BANK ACCOUNTS WITH BANKING INSTITUTIONS OUTSIDE OF SOUTH AFRICA?	Are you prepared to share the proof of your banking account if so requested? ☐ YES ☐ NO **** Please note that THE FIRM (SCHWELLNUS INCORPORATED) will advise you of the METHOD by which the banking confirmation letter is to be sent for Data Privacy security purposes*
ARE ANY OF THE DIRECTORS, MEMBERS OR SHAREHOLDERS INVOLVED IN TRADING OF DUAL-USE GOODS SUBJECT TO EXPORT CONTROL OR IS THERE ANY CONNECTION WITH AN UNIVERSITY OR RESEARCH FACILITY INVOLVED IN TRADING OF DUAL-USE GOODS OR GOODS SUBJECT TO EXPORT CONTROL?	Examples of dual-use goods and technology include global positioning satellites, missiles, nuclear technology, chemical and biological tools, night vision technology, thermal imaging, some models of drones, aluminium pipes with precise specifications or certain kinds of ball bearings.
ARE ANY OF THE DIRECTORS, MEMBERS, SHAREHOLDERS OR OFFICE BEARERS INVOLVED IN ACTIVITIES DIRECLTY OR INDIRECTLY LINKED WITH THE MANUFACTURING OR SALE OF ARMS OR WEAPONS?	
ANY DIRECTOR, SHAREHOLDER OR MEMBER A DOMESTIC OR FOREIGN Politically Exposed or Influential Person OR A FAMILY MEMBER OR ASSOCIATE OF SUCH A PERSON *This will be verified	☐ YES ☐ NO
GENERAL SOURCE OF WEALTH OF THE COMPANY OR CLOSE CORPORATION • **Supply us with a summary of <u>all</u> your company or close corporation income earning activities** • **FOR EXAMPLE:** - **Business income (please specify)** - **Rental income**	

FINANCIAL INTELLIGENCE CENTRE ACT RISK MANAGEMENT AND COMPLIANCE PROGRAMME (RMCP)

2024

PLEASE CONFIRM THE COMPANY OR CLOSE CORPORATION'S GENERAL SOURCE OF FUNDS IN RESPECT OF THE TRANSACTION **For example:** • **If you are a property party, from which funds are you paying for the property or costs related to the property/did you buy the property which you are now selling?** • **If you are a commercial or litigation client, from which funds are you paying the fees or other amounts in the transaction?**	
LIST ALL DIRECTORS / FULL NAMES AND ID'S	

SHAREHOLDING

Please confirm the details of all the shareholders **Please confirm the details of all the UBOs in the event of a multi layered shareholding** Please provide proof thereof	
Please confirm the details of the ultimate persons/juristic persons who individually or collectively control the company / close corporation (i.e. have a material influence on the company or close corporation's operations) Please provide proof thereof	
Company / close corporation's executive managers	
PLEASE CONFIRM THE OCCUPATION OF EACH DIRECTOR, SHAREHOLDER OR MEMBER	

FINANCIAL INTELLIGENCE CENTRE ACT RISK MANAGEMENT AND COMPLIANCE PROGRAMME (RMCP)

2024

PLEASE CONFIRM THE INDUSTRY/INDUSTRIES OF TRADE FOR EACH DIRECTOR, EACH SHAREHOLDER OR EACH MEMBER	
IF SHARES ARE ISSUED TO OTHER JURISTIC PERSONS, PLEASE LIST THE OTHER JURISTIC PERSONS' SHAREHOLDING and SUPPLY AN ORGANOGRAM FOR THE OWNERSHIP STRUCTURE	**Please note that all shareholding companies/trusts/close corporations must disclose their own shareholding and ownership structures separately and each such juristic persons will be required to complete their own FICA questionnaire**

COMPANY VERIFICATION DOCUMENTS

Please take note that we require documentary proof for verification purposes of the following items (please tick item off if provided):

☐ Resolution of Authorised Signatories

☐ Company shareholding structure (of which certain natural/legal persons will be subject to further due diligence)

☐ FOR COMPANIES REGISTERED PRIOR TO 1 MAY 2011: Certificate of incorporation (CM1), Certificate to commence business (CM46), Certificate to commence name change (CM9) **–** Only if applicable, Memorandum (CM2/CM4 - about 4 pages) **AND** Articles of Association (CM44 - about 6-9 pages)

☐ FOR COMPANIES REGISTERED AFTER 1 MAY 2011: Registration certificate (Cor 14.3); **OR** Notice of Incorporation (Cor 14.1); **OR** If name has changed (Cor 15.2); **OR** Notice of conversion (Cor 18.3) if CC was converted; **OR** independently obtained CIPC.

☐ Letterhead confirming operating address as well as trading name

☐ Proof of Identification for all Directors, Shareholders & Authorised Signatories

☐ Proof of Address for all Directors, Shareholders & Authorised Signatories

We may also require documentary proof for verification purposes at any stage of the transaction or business relationship whic h may include the following items (please tick item off if provided):

☐ Tax Clearance/Official document from SARS confirming Income Tax and/or VAT Numbers

☐ Completion of the FICA questionnaire for natural persons by all Directors, Managers & Authorised Signatories

☐ Proof of banking details

☐ Proof of Source of Income (only if required)

CLOSE CORPORATION VERIFICATION DOCUMENTS

Please take note that we require documentary proof for verification purposes of the following items (please tick item off if provided):

☐ Resolution of Authorised Signatories

☐ Copy of Incorporation Documents (CIPC) reflecting registered name & address

☐ Letterhead confirming operating address as well as trading name

☐ Proof of Identification for all Members & Authorised Signatories

☐ Proof of Address for all Members & Authorised Signatories

We may also require documentary proof for verification purposes at any stage of the transaction or business relationship which may include the following items (please tick item off if provided):

☐ Tax Clearance/Official document from SARS confirming your Income Tax Number

☐ Completion of the FICA questionnaire for natural persons by all Members & Authorised Signatories

☐ Proof of banking details

☐ Proof of Source of Income (only if required)

SCHWELLNUS INCORPORATED
ATTORNEYS • NOTARIES • CONVEYANCERS

FINANCIAL INTELLIGENCE CENTRE ACT RISK MANAGEMENT AND COMPLIANCE PROGRAMME (RMCP)

2024

DECLARATION: I confirm that all the information completed on both the Company/Close Corporation FICA questionnaire together with the information completed on this Company/Close Corporation Representative FICA questionnaire IS CORRECT and that I have truthfully completed all such questions. I confirm further that the Company/Close Corporation on whose behalf I am acting as Representative does not trade in illegal activities.

_____ _____

Signature Date

COMPANY / CLOSE CORPORATION
INDIVIDUAL REPRESENTATIVE/S TO COMPLETE

	PARTY 1	PARTY 2
HAVE YOU PREVIOUSLY DEALT WITH THE FIRM (SCHWELLNUS INCORPORATED) AND IF SO, PLEASE SUPPLY A SUMMARY		
WHAT IS THE NATURE OF YOUR CURRENT INTERACTION WITH THE FIRM (SCHWELLNUS INCORPORATED)		
FULL NAMES		
ID/PASSPORT NUMBERS		
RSA RESIDENT	☐ YES ☐ NO	☐ YES ☐ NO
IF NON-RESIDENT, PLEASE CONFIRM THE PLACE OF PERMANENT RESIDENCY		
DO YOU HOLD AMERICAN CITIZENSHIP OR RESIDENCY	☐ YES ☐ NO	☐ YES ☐ NO
IF FOREIGN, PLACE OF BIRTH		
RSA VISA ISSUED IF FOREIGN	☐ YES ☐ NO	☐ YES ☐ NO
INCOME TAX NUMBER		
PLEASE CONFIRM TAX BASE IF NOT SOUTH AFRICA		
MARITAL STATUS	In Community ☐ Out of Community ☐ Foreign Laws ☐ Traditional/Customary ☐ Unmarried ☐	In Community ☐ Out of Community ☐ Foreign Laws ☐ Traditional/Customary ☐ Unmarried ☐
ADDRESS (DOMICILIUM)		
EMPLOYER		
EMPLOYER DETAILS		
EMPLOYER ADDRESS		
CONTACT NUMBER		
CONTACT EMAIL		

FICA QUESTIONS

Customer/client identification is an international requirement and we, an accountable institution as defined in the Financial Intelligence Centre Act and Regulations, are obliged to identify our customers. In terms of sections 21, 21A, 21B, 21C and 21E of the FIC Act, we are also obliged to identify and verify: * bank accounts used for purposes of payments to or from you and * the source and origin of the cash monies.

These questions below are compulsory

SCHWELLNUS INCORPORATED
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MAIN OCCUPATION		
INDUSTRY OF TRADE		
OTHER INDUSTRIES OF TRADE		
COUNTRIES OF TRADE		
DO YOU HOLD INTEREST IN ANY ENTITY (COMPANY OR TRUST) REGISTERED IN SOUTH AFRICA OR ABROAD		
ARE YOU INVOLVED IN TRADING OF DUAL-USE GOODS SUBJECT TO EXPORT CONTROL OR IS THERE ANY CONNECTION WITH AN UNIVERSITY OR RESEARCH FACILITY INVOLVED IN TRADING OF DUAL-USE GOODS OR GOODS SUBJECT TO EXPORT CONTROL?	Examples of dual-use goods and technology include global positioning satellites, missiles, nuclear technology, chemical and biological tools, night vision technology, thermal imaging, some models of drones, aluminium pipes with precise specifications or certain kinds of ball bearings.	Examples of dual-use goods and technology include global positioning satellites, missiles, nuclear technology, chemical and biological tools, night vision technology, thermal imaging, some models of drones, aluminium pipes with precise specifications or certain kinds of ball bearings.
ARE YOU INVOLVED IN ACTIVITIES DIRECLTY OR INDIRECTLY LINKED WITH THE MANUFACTURING OR SALE OF ARMS OR WEAPONS?		
ARE YOU A DOMESTIC OR FOREIGN Politically Exposed or Influential Person OR A FAMILY MEMBER OR ASSOCIATE OF SUCH A PERSON *This will be verified	☐ YES ☐ NO	☐ YES ☐ NO

INDIVIDUAL VERIFICATION DOCUMENTS

☐ Copy of Green bar-coded South African ID/card or Passport if foreign and/or Residency VISA if applicable

☐ Marriage Certificate and Antenuptial Agreement if applicable

☐ Proof of Address (in the form of a utility bill, telephone account, lease agreement or alternatives issued by a 3rd party)

In addition to the above, please take note that we may require documentary proof for verification purposes at any stage of the transaction or business relationship of the following:

☐ Tax Clearance/Official document from SARS confirming your Income Tax Number (if requested)

☐ Proof of banking details

☐ Proof of Source of Income

☐ Information regarding your Source of Wealth (only if required)

DECLARATION: I confirm that all the information completed on both the Company/Close Corporation FICA questionnaire together with the information completed on this Company/Close Corporation Representative FICA questionnaire IS CORRECT and that I have truthfully completed all such questions. I confirm further that the Company/Close Corporation on whose behalf I am acting as Representative does not trade in illegal activities.

_____ _____

Representative's Signature Date

SCHWELLNUS INCORPORATED
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INDIVIDUALS

Please note that the information herein collected is required in terms of the Financial Intelligence Centre Act 2001 as amended and will be used for purposes stipulated within the FIC Act. In terms of the provisions contained in the POPIA 2013, and in line with the Privacy Policy of THE FIRM (SCHWELLNUS INCORPORATED) information herein completed will not be shared with third parties unless so indicated or unless it is necessary to give effect to your transaction and then only with other professionals involved in the transaction. Please note that some of the information you have supplied may need to be shared with outside authorities for formal verification purposes (such as the Deeds Office, FIC, SARS, the Court or similar) and your signature of this form constitutes your permission for THE FIRM (SCHWELLNUS INCORPORATED) to share the information accordingly.

COMPULSORY FICA QUESTIONNAIRE
NATURAL PERSON/S

	PARTY 1	PARTY 2
HAVE YOU PREVIOUSLY DEALT WITH THE FIRM (SCHWELLNUS INCORPORATED) AND IF SO, PLEASE SUPPLY A SUMMARY		
WHAT IS THE NATURE OF YOUR CURRENT INTERACTION WITH THE FIRM (SCHWELLNUS INCORPORATED)		
FULL NAMES		
ID/PASSPORT NUMBERS		
RSA RESIDENT	☐ YES ☐ NO	☐ YES ☐ NO
IF NON-RESIDENT, PLEASE CONFIRM THE PLACE OF PERMANENT RESIDENCY		
DO YOU HOLD AMERICAN CITIZENSHIP OR RESIDENCY	☐ YES ☐ NO	☐ YES ☐ NO
IF FOREIGN, PLACE OF BIRTH		
RSA VISA ISSUED IF FOREIGN	☐ YES ☐ NO	☐ YES ☐ NO
INCOME TAX NUMBER		
PLEASE CONFIRM TAX BASE IF NOT SOUTH AFRICA		
MARITAL STATUS	In Community ☐ Out of Community ☐ Foreign Laws ☐ Traditional/Customary ☐ Unmarried ☐	In Community ☐ Out of Community ☐ Foreign Laws ☐ Traditional/Customary ☐ Unmarried ☐
ADDRESS (DOMICILIUM)		
EMPLOYER		
EMPLOYER DETAILS		
EMPLOYER ADDRESS		
CONTACT NUMBER		
CONTACT EMAIL		
FICA QUESTIONS Customer/client identification is an international requirement and we, an accountable institution as defined in the Financial Intelligence Centre Act and Regulations, are obliged to identify our customers. In terms of sections 21, 21A, 21B, 21C and 21E of the FIC Act, we are also obliged to identify and verify: * bank accounts used for purposes of payments to or from you and * the source and origin of the cash monies. **These questions below are compulsory**		
MAIN OCCUPATION		

FINANCIAL INTELLIGENCE CENTRE ACT RISK MANAGEMENT AND COMPLIANCE PROGRAMME (RMCP)

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INDUSTRY OF TRADE		
OTHER INDUSTRIES OF TRADE		
COUNTRIES OF TRADE		
DO YOU HOLD INTEREST IN ANY ENTITY (COMPANY OR TRUST) REGISTERED IN SOUTH AFRICA OR ABROAD		
ARE YOU INVOLVED IN TRADING OF DUAL-USE GOODS SUBJECT TO EXPORT CONTROL OR IS THERE ANY CONNECTION WITH AN UNIVERSITY OR RESEARCH FACILITY INVOLVED IN TRADING OF DUAL-USE GOODS OR GOODS SUBJECT TO EXPORT CONTROL?	Examples of dual-use goods and technology include global positioning satellites, missiles, nuclear technology, chemical and biological tools, night vision technology, thermal imaging, some models of drones, aluminium pipes with precise specifications or certain kinds of ball bearings.	Examples of dual-use goods and technology include global positioning satellites, missiles, nuclear technology, chemical and biological tools, night vision technology, thermal imaging, some models of drones, aluminium pipes with precise specifications or certain kinds of ball bearings.
ARE YOU INVOLVED IN ACTIVITIES DIRECLTY OR INDIRECTLY LINKED WITH THE MANUFACTURING OR SALE OF ARMS OR WEAPONS?		
YOUR GENERAL SOURCE OF ALL YOUR WEALTH • **Supply us with a summary of <u>all</u> your income earning activities** • **FOR EXAMPLE:** - **Salaried employment** - **Renting out a flat** - **Unit Trust interest**	-	
PLEASE CONFIRM YOUR GENERAL SOURCE OF FUNDS IN RESPECT OF THE TRANSACTION **For example:** • **If you are a property party, from which funds are you paying for the property or costs related to the property/did you buy the property which you are now selling?** • **If you are a commercial or litigation client, from which funds are you paying the fees or other amounts in the transaction?**		

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PLEASE CONFIRM WITH WHICH BANK YOU HOLD YOUR MAIN ACCOUNT?	Are you prepared to share the proof of your banking account if so requested? **** Please note that THE FIRM (SCHWELLNUS INCORPORATED) will advise you of the METHOD by which the banking confirmation letter is to be sent for Data Privacy security purposes*	Are you prepared to share the proof of your banking account if so requested? **** Please note that THE FIRM (SCHWELLNUS INCORPORATED) will advise you of the METHOD by which the banking confirmation letter is to be sent for Data Privacy security purposes*
PLEASE CONFIRM WHETHER YOU HOLD ANY BANK ACCOUNTS WITH BANKING INSTITUTIONS OUTSIDE OF SOUTH AFRICA?	Are you prepared to share the proof of your banking account if so requested? ☐ YES ☐ NO **** Please note that THE FIRM (SCHWELLNUS INCORPORATED) will advise you of the METHOD by which the banking confirmation letter is to be sent for Data Privacy security purposes*	Are you prepared to share the proof of your banking account if so requested? ☐ YES ☐ NO **** Please note that THE FIRM (SCHWELLNUS INCORPORATED) will advise you of the METHOD by which the banking confirmation letter is to be sent for Data Privacy security purposes*
ARE YOU A DOMESTIC OR FOREIGN Politically Exposed or Influential Person OR A FAMILY MEMBER OR ASSOCIATE OF SUCH A PERSON ***This will be verified**	☐ YES ☐ NO	☐ YES ☐ NO

INDIVIDUAL VERIFICATION DOCUMENTS

☐ Copy of Green bar-coded South African ID/card or Passport if foreign and/or Residency VISA if applicable

☐ Marriage Certificate and Antenuptial Agreement if applicable

☐ Proof of Address (in the form of a utility bill, telephone account, lease agreement or alternatives issued by a 3rd party)

In addition to the above, please take note that we may require documentary proof for verification purposes at any stage of the transaction or business relationship of the following:

☐ Tax Clearance/Official document from SARS confirming your Income Tax Number (if requested)

☐ Proof of banking details

☐ Proof of Source of Income

☐ Information regarding your Source of Wealth (only if required)

DECLARATION: I confirm that all the information completed on this FICA questionnaire IS CORRECT and that I have truthfully co mpleted all such questions. I confirm further that I do not trade in illegal activities.

_____ _____

Customer/client/s Signature **Date**

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TRUSTS

Please note that the information herein collected is required in terms of the Financial Intelligence Centre Act 2001 as amended and will be used for purposes stipulated within the FIC Act. In terms of the provisions contained in the POPIA 2013, and in line with the Privacy Policy of THE FIRM (SCHWELLNUS INCORPORATED), information herein completed will not be shared with third parties unless so indicated or unless it is necessary to give effect to your transaction and then only with other professionals involved in the transaction. Please note that some of the information you have supplied may need to be shared with outside authorities for formal verification purposes (such as the Deeds Office, FIC, SARS, the Court or similar) and your signature of this form constitutes your permission for THE FIRM (SCHWELLNUS INCORPORATED) to share the information accordingly.

COMPULSORY FICA QUESTIONNAIRE
TRUSTS

HAS THE TRUST, ANY TRUSTEE OR ANY BENEFICIARY HAD PREVIOUS DEALINGS WITH THE FIRM (SCHWELLNUS INCORPORATED)	`
PLEASE CONFIRM THE NATURE OF THE TRUST'S INTERACTION WITH THE FIRM (SCHWELLNUS INCORPORATED)	
TRUST NAME	
TRUST NUMBER	
INCOME TAX & VAT NO.	
ADDRESS	
CONTACT NUMBER	
CONTACT EMAIL	
WHICH MASTER'S OFFICE ADMINISTERS THE TRUST	
PLEASE CONFIRM WHERE THE TRUST IS REGISTERED, IF NOT SOUTH AFRICA?	
NAMES AND ID NUMBER OF THE DONOR AND MAIN PLACE OF RESIDENCE OF THE DONOR	

FICA QUESTIONNAIRE

Customer/client identification is an international requirement and we, an accountable institution as defined in the Financial Intelligence Centre Act and Regulations, are obliged to identify our customers. In terms of sections 21, 21A, 21B, 21C and 21E of the FIC Act, we are also obliged to identify and verify: * bank accounts used for purposes of payments to or from you and * the source and origin of the cash monies.

These questions below are compulsory

INDUSTRY OF TRADE	
COUNTRIES OF TRADE	
MAIN COUNTRY OF TRADE	
MAIN INDUSTRY OF TRADE	
OTHER INDUSTRIES OF TRADE	

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PLEASE CONFIRM WITH WHICH BANK THE TRUST HOLDS ITS MAIN ACCOUNT?	Are you prepared to share the proof of your banking account if so requested? ☐ YES ☐ NO **** Please note that THE FIRM (SCHWELLNUS INCORPORATED) will advise you of the METHOD by which the banking confirmation letter is to be sent for Data Privacy security purposes*
PLEASE CONFIRM WHETHER THE TRUST HOLDS ANY BANK ACCOUNTS WITH BANKING INSTITUTIONS OUTSIDE OF SOUTH AFRICA?	Are you prepared to share the proof of your banking account if so requested? ☐ YES ☐ NO **** Please note that THE FIRM (SCHWELLNUS INCORPORATED) will advise you of the METHOD by which the banking confirmation letter is to be sent for Data Privacy security purposes*
ARE ANY OF THE TRUSTEES OR BENEFICIARIES IN THE TRUST INVOLVED IN TRADING OF DUAL-USE GOODS SUBJECT TO EXPORT CONTROL OR IS THERE ANY CONNECTION WITH AN UNIVERSITY OR RESEARCH FACILITY INVOLVED IN TRADING OF DUAL-USE GOODS OR GOODS SUBJECT TO EXPORT CONTROL?	Examples of dual-use goods and technology include global positioning satellites, missiles, nuclear technology, chemical and biological tools, night vision technology, thermal imaging, some models of drones, aluminium pipes with precise specifications or certain kinds of ball bearings.
ARE ANY OF THE TRUSTEES OR BENEFICIARIES INVOLVED IN ACTIVITIES DIRECLTY OR INDIRECTLY LINKED WITH THE MANUFACTURING OR SALE OF ARMS OR WEAPONS?	
ARE ANY TRUSTEE AND/OR BENEFICIARY A DOMESTIC OR FOREIGN Politically Exposed or Influential Person OR A FAMILY MEMBER OR ASSOCIATE OF SUCH A PERSON *This will be verified	☐ YES ☐ NO
GENERAL SOURCE OF WEALTH OF THE TRUST • **Supply us with a summary of <u>all</u> the Trust's income earning activities** • **FOR EXAMPLE:** - **Business income (please specify)** - **Rental income** - **Other investments (please specify)**	

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PLEASE CONFIRM THE TRUST'S GENERAL SOURCE OF FUNDS IN RESPECT OF THE TRANSACTION **For example:** • **If you are a property party, from which funds are you paying for the property or costs related to the property/did you buy the property which you are now selling?** • **If you are a commercial or litigation client, from which funds are you paying the fees or other amounts in the transaction?**	
ALL PRESENT TRUSTEES FULL NAMES AND ID'S	
ALL NAMED BENEFICIARIES' NAMES AND IDs	
AUTHORIZED REPRESENTATIVE TRUSTEE NAME AND ID	
PLEASE CONFIRM THE OCCUPATION FOR EACH TRUSTEE AND EACH BENEFICIARY	
PLEASE CONFIRM THE INDUSTRY/INDUSTRIES OF TRADE FOR EACH TRUSTEE AND BENEFICIARY	

TRUST VERIFICATION DOCUMENTS

Please take note that we require documentary proof for verification purposes of the following items (please tick item off if provided):

☐ Trust Deed (reflecting name, number & beneficiaries of Trust)

☐ Resolution of Authorised Trustee/Letters of Authority (authority provided by Master's Office)

☐ ID & Proof of Address for all Trustees/Beneficiaries/Authorised Signatories/Founder/Donor/Persons acting on behalf of the Trust

TRUSTS CREATED OUTSIDE OF SOUTH AFRICA:

☐ Founding documentation; AND

☐ Letter of authority issued by the authority administering laws relating to Trusts in that country

We may also require documentary proof for verification purposes at any stage of the transaction or business relationship whic h may include the following items (please tick item off if provided):

☐ Tax Clearance/Official document from the SARS/ Revenue office confirming Income Tax Number

☐ Completion of the FICA questionnaire for natural persons by all Trustees/Beneficiaries/Authorised Signatories/Founder/Donor/Persons acting on behalf of the Trust

☐ Proof of banking details

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☐ Proof of Source of Income (only if required)

DECLARATION: I confirm that all the information completed on both the Trust FICA questionnaire together with the information completed on this Trust Representative FICA questionnaire IS CORRECT and that I have truthfully completed all such questions. I confirm further that the Trust on whose behalf I am acting as Representative does not trade in illegal activities.

_____ _____

Signature Date

TRUST
INDIVIDUAL REPRESENTATIVE/S TO COMPLETE

	PARTY 1	PARTY 2
HAVE YOU PREVIOUSLY DEALT WITH THE FIRM (SCHWELLNUS INCORPORATED) AND IF SO, PLEASE SUPPLY A SUMMARY		
WHAT IS THE NATURE OF YOUR CURRENT INTERACTION WITH THE FIRM (SCHWELLNUS INCORPORATED)		
FULL NAMES		
ID/PASSPORT NUMBERS		
RSA RESIDENT	☐ YES ☐ NO	☐ YES ☐ NO
IF NON-RESIDENT, PLEASE CONFIRM THE PLACE OF PERMANENT RESIDENCY		
DO YOU HOLD AMERICAN CITIZENSHIP OR RESIDENCY	☐ YES ☐ NO	☐ YES ☐ NO
IF FOREIGN, PLACE OF BIRTH		
RSA VISA ISSUED IF FOREIGN	☐ YES ☐ NO	☐ YES ☐ NO
INCOME TAX NUMBER		
PLEASE CONFIRM TAX BASE IF NOT SOUTH AFRICA		
MARITAL STATUS	In Community ☐ Out of Community ☐ Foreign Laws ☐ Traditional/Customary ☐ Unmarried ☐	In Community ☐ Out of Community ☐ Foreign Laws ☐ Traditional/Customary ☐ Unmarried ☐
ADDRESS (DOMICILIUM)		
EMPLOYER		
EMPLOYER DETAILS		
EMPLOYER ADDRESS		
CONTACT NUMBER		
CONTACT EMAIL		

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FICA QUESTIONS

Customer/client identification is an international requirement and we, an accountable institution as defined in the Financial Intelligence Centre Act and Regulations, are obliged to identify our customers. In terms of sections 21, 21A, 21B, 21C and 21E of the FIC Act, we are also obliged to identify and verify: * bank accounts used for purposes of payments to or from you and * the source and origin of the cash monies.

These questions below are compulsory

MAIN OCCUPATION		
INDUSTRY OF TRADE		
OTHER INDUSTRIES OF TRADE		
COUNTRIES OF TRADE		
DO YOU HOLD INTEREST IN ANY OTHER ENTITY (COMPANY OR TRUST) REGISTERED ABROAD		
ARE YOU INVOLVED IN TRADING OF DUAL-USE GOODS SUBJECT TO EXPORT CONTROL OR IS THERE ANY CONNECTION WITH AN UNIVERSITY OR RESEARCH FACILITY INVOLVED IN TRADING OF DUAL-USE GOODS OR GOODS SUBJECT TO EXPORT CONTROL?	Examples of dual-use goods and technology include global positioning satellites, missiles, nuclear technology, chemical and biological tools, night vision technology, thermal imaging, some models of drones, aluminium pipes with precise specifications or certain kinds of ball bearings.	Examples of dual-use goods and technology include global positioning satellites, missiles, nuclear technology, chemical and biological tools, night vision technology, thermal imaging, some models of drones, aluminium pipes with precise specifications or certain kinds of ball bearings.
ARE YOU INVOLVED IN ACTIVITIES DIRECLTY OR INDIRECTLY LINKED WITH THE MANUFACTURING OR SALE OF ARMS OR WEAPONS?		
ARE YOU A DOMESTIC OR FOREIGN Politically Exposed or Influential Person OR A FAMILY MEMBER OR ASSOCIATE OF SUCH A PERSON ***This will be verified**	☐ YES ☐ NO	☐ YES ☐ NO

INDIVIDUAL VERIFICATION DOCUMENTS

☐ Copy of Green bar-coded South African ID/card or Passport if foreign and/or Residency VISA if applicable

☐ Marriage Certificate and Antenuptial Agreement if applicable

☐ Proof of Address (in the form of a utility bill, telephone account, lease agreement or alternatives issued by a 3rd party)

In addition to the above, please take note that we may require documentary proof for verification purposes at any stage of the transaction or business relationship of the following:

☐ Tax Clearance/Official document from SARS confirming your Income Tax Number (if requested)

☐ Proof of banking details

☐ Proof of Source of Income

☐ Information regarding your Source of Wealth (only if required)

DECLARATION: I confirm that all the information completed on both the Trust FICA questionnaire together with the information completed on this Trust Representative FICA questionnaire IS CORRECT and that I have truthfully completed all such questions. I confirm further that the Trust on whose behalf I am acting as Representative does not trade in illegal activities.

FINANCIAL INTELLIGENCE CENTRE ACT RISK MANAGEMENT AND COMPLIANCE PROGRAMME (RMCP)

2024

_____	_____
Representative's Signature	Date

TO BE COMPLETED BY TRUSTS WHICH THE FIRM ARE ADMINISTERING

RELATED PARTY DECLARATION (TRUSTS)

Please note that the information herein collected is required in terms of the Financial Intelligence Centre Act 2001 as amended and will be used for purposes stipulated within the FICA. In terms of the provisions contained in the POPIA 2013, and in line with our Privacy Policy information herein completed will not be shared with third parties unless so indicated or unless it is necessary to give effect to legislative requirements and then only with other professionals involved in the transaction, investment and/or accounting of the Trust.

TRUST NAME: _____
REGISTRATION NUMBER: _____
MASTER'S OFFICE: _____
IS THE TRUST AN ACCOUNTABLE INSTITUTION: YES / NO
CAPACITY OF PARTY COMPLETING DELCARATION: FOUNDER / TRUSTEE / BENEFICIARY

RELATED PARTY PERSONAL INFORMATION	PLEASE COMPLETE THE INFORMATION HERE
Full Name & Surname:	
Identity Number:	
Nationality:	
Income Tax Number:	
Residential Address:	
Domicile address: (if different from residential address)	
Postal address: (if different from residential address)	
E-mail address:	
Contact number:	
Grounds for Beneficial Ownership of the Trust:	☐ TRUSTEE ☐ BENEFICIARY ☐ FOUNDER
Date on which the person became a beneficial owner of the Trust	
If applicable, the date on which the person ceased to be a beneficial owner of the Trust	

Note that the following supporting documents, not older than 3 months, must be submitted with this declaration:

- A certified copy of ID or passport;
- Utility account or other acceptable proof of address;
- Proof Income Tax Number

I, _____ (ID No. _____), the undersigned, declare information contained and provided in this document falls within my personal knowledge, and the content hereof is true and correct.
Thus, was done and signed on this _____ day of _____ 2024.

_____

FINANCIAL INTELLIGENCE CENTRE ACT RISK MANAGEMENT AND COMPLIANCE PROGRAMME (RMCP)

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SPECIAL POWER OF ATTORNEY FOR SUBMITTION OF INFORMATION OF BENEFICIAL OWNERS

I, the undersigned

_____ **(ID No. _____)**

in my capacity as Trustee of:

_____Trust with Registration Number: _____

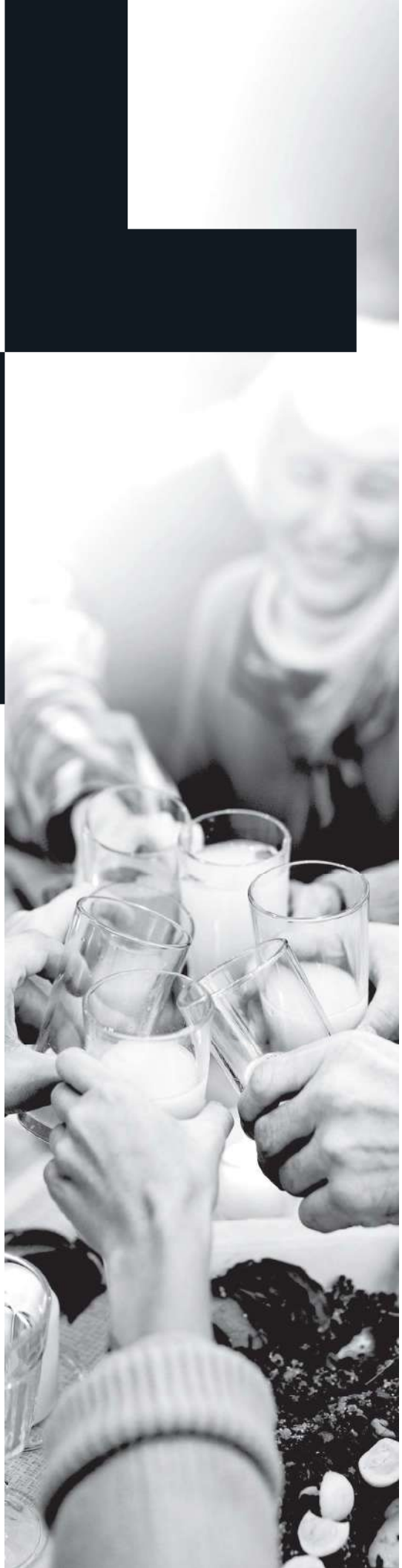
do hereby nominate, constitute, and appoint _____ (ID No. _____ and/or any representative of SCHWELLNUS INCORPORATED, with full power of substitution, to be our lawful agent and instruct the said Director and/or representative of THE FIRM:

1. To submit any and all relevant information and/or declarations to the relevant Master relating to the Beneficial Owners of the Trust, on our behalf.
2. To capture and upload an electronic register on the relevant Master's Office Portal.
3. To verify the authenticity of the information and documentation that was provided by the current acting Trustees.
4. To uplift any and all documents from the Master in order to submit the Beneficial Owner Register, with specific inclusion of the Trust Deed.

I acknowledge that this power of attorney does not constitute a waiver of any of my fiduciary duties in terms of the relevant legislations.

Signed at _____ on the _____ of _____ 20_____.

_____
(Signature of Trustee)



FICA Client Pack

Purchaser / Tenant

Dear Client

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

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

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

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

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

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

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

Thank you for your co-operation.

Yours faithfully

_____

PlusGroup Principal

I/We _____

and_____

hereby declare that I/we reside at _____

_____

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

_____

THUS DONE AND SIGNED at _____ on _____20_____

_____

AS WITNESS

_____ _____

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

_____ _____

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

Initial: _____

Purchaser / Tenant FICA questionnaire - Natural persons

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

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

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

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

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

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

   Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

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

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

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

   Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

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

   _____

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

   Single Transaction ☐ Business Relationship ☐

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

   _____

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

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

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

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

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

   _____

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

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

☐	President or deputy president of South Africa
☐	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: _____

Addendum to sales agreement

Consent in terms of the protection of Personal Information Act:

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

Property Description: _____

Seller: _____

Joint Seller: _____

(Full names & surname)

Purchaser: _____

Joint Purchaser: _____

(Full names & surname)

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

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

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

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

_____	_____	_____
AS WITNESS	PURCHASER	JOINT PURCHASER

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

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

_____	_____	_____
AS WITNESS	SELLER	JOINT SELLER

Agent's professional fee annexure to offer to purchase

Development: _____

Property or unit description: _____

Seller/developer: _____

Purchaser: _____

Joint Purchaser: _____

Agent: _____

The above-mentioned purchaser/s hereby acknowledge that he/she/they have been informed of the following:

1. The purchase price of the sale of the property mentioned above includes the Agent's professional fee of _____% (_____) Plus VAT.

2. Should the offer to purchase agreement be cancelled (at any time after all the suspensive conditions have been fulfilled) either:
   2.1. by the Purchaser/s; or
   2.2. by the Seller as a result of the Purchaser/s' breach of the agreement.
   then the Purchaser/s shall remain liable for the payment of the Agent's professional fee.

3. In the event of cancellation as per clause 2 above, the Agent's professional fee shall be payable:
   3.1. As a first charge against any deposit amount already received by the relevant conveyancer in their trust account, or
   3.2. If no deposit has been paid by the Purchaser/s, the Purchaser/s shall be requested to make payment directly to the Agent.

4. Should the Agent have to hand over the matter to its attorneys for the collection of the Agent's professional fee, the Purchaser/s will be liable for the costs thereof on an attorney and client scale.

5. The contact details of the Purchaser/s as contained in the offer to purchase will be used for the delivery of any communication, notices, or proceedings in terms of this Agent's professional fee addendum.

Date: _____ Place: _____

PURCHASER	JOINT PURCHASER	WITNESS

Benefits of this annexure accepted on behalf of the agent:

Date: _____ Place: _____

_____

FOR AND ON BEHALF OF THE AGENT

ADDENDUM : PLUS GROUP – PURCHASER VIEWING & COMMISSION DISCLOSURE FORM

Date: _____

Development: _____

Unit: _____

Property Address:

_____

Purchaser Name & Surname:

_____

This agreement is entered into between **Plus Group** ("the Company") and the undersigned **Independent Contracted Agent** ("Agent") freely and voluntary upon which signature the signatories confirm their understanding of the content hereof and the obligations and implications manifesting here from:

I, the undersigned Agent, unequivocally and irrevocably hereby confirm the following:

1. I have personally and physically accompanied the above-named Purchaser and/or his/her/its duly appointed and authorised nominee to view the exact property that the Purchaser is purchasing as duly described above and recorded per the Offer to Purchase;
2. I acknowledge that the Purchaser and/or his/her/its duly appointed and authorised nominee has completed their own property disclosure in my presence and on the same date with reference to the viewing per 1 above;
3. I confirm that I have expressly, and in no uncertain terms, informed the Purchaser that the unit will not be renovated, altered or modified to any extent whatsoever, and that the unit may not be in the same condition as the show unit;
4. In the event of any misrepresentation of whatsoever nature I will be personally be held liable for any reputational damage or claims made against Plus Group arising from this transaction and such misrepresentation, whether directly or indirectly;
5. Should it be found that I have breached any of the above confirmations/ undertakings or misrepresented any information or manipulated any fact or circumstances, or failed to adhere to any of the positive obligations imposed hereby, then in such event I will be personally held fully responsible and will not be entitled to any commission relating to this transaction and liable to any other consequential damages suffered by Plus Group. I shall furthermore be liable for all legal costs incurred by Plus Group in the enforcement of this agreement on the scale as between attorney and own client;
6. I furthermore wholly indemnify Plus Group and any its subsidiaries, directors, associates and personnel from any claims and ancillary relief such as legal costs manifesting from any contravention of this agreement and the anticipated transaction;
7. I accept that I am responsible for any commission claims arising from this introduction and viewing, even if any issues are later resolved.

8. I understand the importance and urgency of this declaration and confirm that all information provided herein is accurate to the best of my knowledge.

9. I confirm that I am aware of, and agree to comply with, the provisions of the **Property Practitioners Act, 2019 (Act No. 22 of 2019)** and all regulations issued by the **Property Practitioners Regulatory Authority (PPRA)**, including disclosure obligations, ethical conduct requirements, and commission entitlement rules. I understand that any false or misleading statement in this declaration may result in disciplinary action, legal consequences, and forfeiture of commission as provided for under the Act.

Selling Agent

Name & Surname: _____

Agency Name: _____

Contact Number: _____

Signature of Agent: _____ **Date:** _____

Joint Selling Agent

Name & Surname: _____

Agency Name: _____

Contact Number: _____

Signature of Agent: _____ **Date:** _____

Signature of Principal (Kobus Du Plessis): _____

Witness Name & Signature: _____ **Date:** _____

OTP - CHECKLIST	VERSION:	V4_20.05.2025

DEVELOPMENT:		DOOR NO:		SECTION NO:	
CLIENT:		AGENT:			

DESCRIPTION	YES	NO	DESCRIPTION	YES	NO
PAGE 1					
Purchaser & Co-Purchaser's details	☐	☐	Purchaser's initial - Bottom of page	☐	☐
PAGE 2					
(i) Door/Unit number (Verified with SiMS)	☐	☐	(i) Section number (Verified with SiMS)	☐	☐
(ii) Unit size (Verified with SiMS)	☐	☐	(iii) Exclusive right of use	☐	☐
Purchaser's initial - Bottom of page	☐	☐			
PAGE 3					
1. Purchase price amount (Verified with SIMS)	☐	☐	1. Purchase price amount in words	☐	☐
1.1 FLISP deposit (If applicable)	☐	☐	1.1 FLISP deposit amount in words	☐	☐
1.1 FLISP deposit - Unit reference number	☐	☐	Purchaser's initial - Bottom of page	☐	☐
PAGE 4					
Purchaser's initial in top block	☐	☐	Purchaser's initial - Bottom of page	☐	☐
PAGE 5					
1.2 Further deposit amount	☐	☐	1.2 Further deposit amount in words	☐	☐
1.2 Further deposit due date	☐	☐	2.1 Bond finance amount	☐	☐
2.1 Bond finance amount in words	☐	☐	Purchaser's initial - Bottom of page	☐	☐
PAGE 6					
Purchaser's initial - in top block	☐	☐	Purchaser's initial - Bottom of page	☐	☐
PAGE 7					
Purchaser's initial - Bottom of page	☐	☐			
PAGE 8					
Purchaser's initial block for clause 4	☐	☐	Purchaser's initial in block for clause 6	☐	☐
Purchaser's initial - Bottom of page	☐	☐			
PAGE 9					
Purchaser's initial in block for clause 7	☐	☐	Purchaser's initial - Bottom of page	☐	☐
PAGE 10					
Purchaser's initial in 1st block for clause 8	☐	☐	8.1 Tenant in unit	☐	☐
Purchaser's & Agent's initial in 2nd block for clause 8	☐	☐	8.2 Rental amount	☐	☐
8.2 Unit reference number	☐	☐	Purchaser's initial - Bottom of page	☐	☐
PAGE 11					
Purchaser's initial - Bottom of page	☐	☐			
PAGE 12					
12. Agent details and practitioner type	☐	☐	Purchaser's initial - Bottom of page	☐	☐
PAGE 13					
15.1 Approximate levies amount & amount in words	☐	☐	15.1 Approximate rates & taxes amount & amount in words	☐	☐
Purchaser's initial - Bottom of page	☐	☐			
PAGE 14					
Purchaser's initial in block for clause 17	☐	☐	Purchaser's initial - Bottom of page	☐	☐
PAGE 15					
Purchaser's initial - Bottom of page	☐	☐			

OTP - CHECKLIST	VERSION:	V4_20.05.2025

DVELOPMENT: **DOOR NO:** **SECTION NO:**

CLIENT: **AGENT:**

DESCRIPTION	YES	NO	DESCRIPTION	YES	NO
PAGE 16					
Purchaser's initial in block for clause 19	☐	☐	21. Acceptance period - (Please leave blank)	☐	☐
Purchaser's initial - Bottom of page	☐	☐			
PAGE 17					
Purchaser's & Co-Purchaser's signature and dated	☐	☐	Property Practitioner's signature and dated	☐	☐
Purchaser's initial - Bottom of page	☐	☐			
PAGE 18					
Section number (Verified with SiMS)	☐	☐	Door/Unit number (Verified with SiMS)	☐	☐
Disclosure information correctly completed	☐	☐	Purchaser's initial - Bottom of page	☐	☐
PAGE 19					
Disclosure information correctly completed	☐	☐	Purchaser's initial - Bottom of page	☐	☐
PAGE 20					
Disclosure information correctly completed	☐	☐	Purchaser's initial - Bottom of page	☐	☐
PAGE 21					
Comments completed (Leave blank if N/A)	☐	☐	Other Defects completed (Leave blank if N/A)	☐	☐
Purchaser's signature (1st section)	☐	☐	Purchaser's signature (2nd section)	☐	☐
Co-Purchaser's signature (1st section)	☐	☐	Co-Purchaser's signature (2nd section)	☐	☐
Agent's signature (1st section)	☐	☐	Agent's signature (2nd section)	☐	☐
Purchaser's initial - Bottom of page	☐	☐			
PAGE 22					
Section number (Verified with SiMS)	☐	☐	Door/Unit number (Verified with SiMS)	☐	☐
Purchaser's initial - Bottom of page	☐	☐			
PAGE 23					
Statement correctly completed	☐	☐	Purchaser's initial - Bottom of page	☐	☐
PAGE 24					
Date and place of signature completed	☐	☐	Purchaser's signature	☐	☐
Purchaser's initial - Bottom of page	☐	☐			

NOTES

• OTP must be handwritten. Not OTP's that have been digitally completed will be accepted.

• OTP must be signed in wet ink. OTP's with any digital signatures or initials will not be accepted.

• All items on the checklist must be checked and marked and agents must sign the checklist off before the OTP is uploaded.

• The checklist must be uploaded together with the OTP. OTP's will not be accepted without the checklist.

_____ _____/_____/20_____ _____ _____/_____/20_____

SIGNATURE - **AGENT** DATE SIGNATURE - **SELLER** DATE