

DVR PROPERTY DEVELOPMENT PTY LTD
WESTONARIA X10 - PHASE 2 - Stand 4025
PRICE STRUCTURE - ANNEXURE D

APPLICANT		SIGNATURE		AREA	EXT	10
CO-APPLICANT		SIGNATURE		STAND	SIZE	
AGENT		SIGNATURE		HOUSE	DATE	

	50		55		60		65		70		80		100	
	2 Bed - 1 Bath		3 Bed - 1 Bath		3 Bed - 2 Bath		3 Bed - 2 Bath		3 Bed - 2 Bath		3 Bed - 2 Bath		3 Bed - 2 Bath	
Stand Price	R 270 000.00	R	270 000.00	R	270 000.00	R	270 000.00	R	270 000.00	R	270 000.00	R	270 000.00	R
Basic House Price	R 525 000.00	R	570 000.00	R	625 000.00	R	650 000.00	R	675 000.00	R	745 000.00	R	850 000.00	R
Raft foundations	included		included		included		included		included		included		included	
Second Bathroom	one bathroom		one bathroom		included		included		included		included		included	
Tuscan roof (Hip roof)	included		included		included		included		included		included		included	
Aluminium windows	included		included		included		included		included		included		included	
Floor tiles with tile skirting	included		included		included		included		included		included		included	
Downlights in lounge and kitchen	included		included		included		included		included		included		included	
Cold water washing machine point	included		included		included		included		included		included		included	
Double sink unit	included		included		included		included		included		included		included	
Boundary wall, 3 sides of the property	included		included		included		included		included		included		included	
TOTAL SELLING PRICE (VAT included)	R 795 000.00	R	840 000.00	R	895 000.00	R	920 000.00	R	945 000.00	R	1 015 000.00	R	1 120 000.00	R

Optional Extras

Single garage	R95 000.00	R95 000.00	R95 000.00	R95 000.00	R95 000.00	R95 000.00	R95 000.00	R95 000.00	R95 000.00	R95 000.00	R95 000.00	R95 000.00	R95 000.00	R95 000.00
Sliding door (1.8m, no sidelight)	R4 500.00	R4 500.00	R4 500.00	R4 500.00	R4 500.00	R4 500.00	R4 500.00	R4 500.00	n/a	n/a	n/a	n/a	n/a	n/a
Sliding door (1.8m, with sidelight)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	R6 000.00	R6 000.00	R6 000.00	R6 000.00	R6 000.00	R6 000.00
Built in cupboards	R12 000.00	R17 000.00	R17 000.00	R17 000.00	R17 000.00	R17 000.00	R17 000.00	R17 000.00	R17 000.00	R17 000.00	R17 000.00	R17 000.00	R20 000.00	R20 000.00
1.8m in Main & 1.2m in other rooms	R15 000.00	R15 000.00	R15 000.00	R15 000.00	R15 000.00	R15 000.00	R17 000.00	R17 000.00	R18 000.00	R18 000.00	R20 000.00	R20 000.00	R25 000.00	R25 000.00
Kitchen unit - provision														
Undercounter oven & hob (as per Developer)	R6 000.00	R6 000.00	R6 000.00	R6 000.00	R6 000.00	R6 000.00	R6 000.00	R6 000.00	R6 000.00	R6 000.00	R6 000.00	R6 000.00	R6 000.00	R6 000.00

SELLING PRICE

FLISP

DEPOSIT

BOND AMOUNT

BUILDING CONTRACT

In respect of a house to be built in the Development Scheme of

WESTONARIA EXT. 10 (PHASE 2)**("the Building Contract")**

entered into between the following Parties:

DVR PROPERTY DEVELOPMENT (Pty) Ltd.**Registration No: 2020/860731/07****hereinafter referred to as the "Developer or Contractor"****herein duly represented by****Catharina Maria Pieterse duly authorised thereto by virtue of a resolution
and****(1) _____ (Purchaser 1)****Identity Number: _____****(2) _____ (Purchaser 2)****Identity Number: _____****hereafter referred to as the "the Purchaser/s"**

in respect of:

STAND NUMBER _____ ptn _____**CONDITIONS OF BUILDING CONTRACT****The Price Structure, House Plan, Specifications and Land Sale Agreement forms an integral part of the Building Contract****1. DEFINITIONS**

- 1.1 **"Developer or Building Contractor"** means the developer as described on the first page of this Agreement;
- 1.2 **"Developer's address"** means P.O. Box 18, Klipriver, 1871,
Tel: (011) 869-3930 / 3929
- 1.3 **"Purchaser"** means the purchaser as described on the first page of this Agreement;

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



- 1.4 **"Purchaser's address"** means the Purchaser's address as set out in the Client Information Sheet;
- 1.5 **"Stand"** means the Stand as described in the Price Structure;
- 1.6 **"Seller"** means the Seller of the property as described on the first page of the Land Sale Agreement;
- 1.7 **"House or building works"** means the dwelling unit to be built on the Stand by the Developer for and on behalf of the Purchaser;
- 1.8 **"House Plan"** means the building plan of the house to be built on the Stand, to be approved by the Local Authority;
- 1.9 **"Specifications"** means the internal products to be built in the house marked Annexure "C";
- 1.10 **"extras"** means the extra products that the Purchaser chooses other than the products in the list of specifications;
- 1.11 **"Property"** means the improved Stand which includes the House, all items, fixtures and construction of the building works as per the Price Structure, House Plan and specifications;
- 1.12 **"Land Sale Agreement"** means the Agreement of Purchase and Sale to which this Building Contract is attached as a schedule, and if that not being the case, then the Sale Agreement means a written agreement of sale in terms of which the Purchaser has purchased from the Seller the Stand and which entitles the Purchaser to take transfer of the Stand marked Annexure "B";
- 1.13 **"Building Contract Price"** means the price to build the house, as set out in the Price Structure, being the amount to be paid by the Purchaser to the Developer for the building works being the amount of ; R _____
(_____)
- 1.14 **"Practical Completion"** means the date on which the Local Authority issues an occupation certificate which certifies that the House has been completed to the standards of the Local Authority that makes physical occupation possible by the Purchaser;
- 1.15 **"Letter of Satisfaction and Final Acceptance"** means the Purchaser signing and accepting the House and confirming that the House has been completed to his satisfaction and in accordance with his Building Contract;
- 1.16 **"Final Building Progress Payment Form"** means the Purchaser signing and instructing the Bank to make the final payment to the Developer in terms of this agreement;
- 1.17 **"Occupation"** means the date on which the keys of the completed House are handed over to the Purchaser;

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

- 1.18 **"Price Structure"** means the Price Structure attached to the Land Sale Agreement marked Annexure "D";
- 1.19 **"Client Information Sheet"** means the Client Information Sheet attached to the Land Sale Agreement.

2. **HOUSE CONSTRUCTION**

The Purchaser hereby instructs the Developer and the Developer hereby agrees to build a House for the Purchaser on the Stand at the Building Contract Price, which shall be paid from the Bond by the Bank and any cash deposit (if applicable) and any subsidy (if applicable) and in accordance with the House Plan, the specifications and the terms and conditions of this agreement within a reasonable period after the suspensive conditions have been fulfilled. The Developer may from time to time subcontract the building services to another subcontractor to attend and build all or a specialist part of the house.

3. **SUSPENSIVE CONDITIONS**

This agreement is subject to the following suspensive conditions:

- 3.1 Approval of the bond (as defined in the Land Sale Agreement) and having paid the deposit (if applicable);
- 3.2 That the Purchaser concluded an Agreement of Purchase and Sale (the Land Sale Agreement) with the Seller, which means:
- 3.2.1 That the Purchaser obtained a bond from a bank;
- 3.2.2 That the Seller accepted the Purchaser's offer to purchase wherein the Purchaser has bought the Stand on which the house is to be build;
- 3.2.3 That the Developer shall not be entitled to conclude this Building Contract without the Purchaser entering into a Land Sale Agreement with the Seller for the purchase of the Stand on which the house is to be build;
- 3.2.4 That all the terms and conditions as set out in the Land Sale Agreement have been fulfilled; and
- 3.2.5 That the Stand is serviced by the Seller and the Local Authority and the House Plan is approved by the Local Authority.
- 3.3 Should paragraphs 3.1 and 3.2 not have been complied with, then there shall be no legal and binding Building Contract between the parties and this Agreement and the Land Sale Agreement shall automatically be cancelled and/or lapse and be of no force and effect, in which event the status quo ante shall prevail and the Purchaser shall be entitled the return of any deposit.
- 3.4 Notwithstanding the provisions above the parties record and accept that the suspensive conditions have been inserted for the benefit of the Developer and that the Developer may, in its sole discretion, extend the period for fulfilment of either such suspensive conditions by a period of not more than 6 (six) months.

4. **ACCEPTANCE OF HOUSE AND SIGNING OF LETTER OF SATISFACTION AND SNAG LIST**

- 4.1 Upon completion of the construction of the House, the Developer will call upon the Purchaser to attend the final Inspection of the house and signing of the Letter of Satisfaction, Final Acceptance Certificate and the Final Building Progress Payment forms;
- 4.1.1 If the Purchaser is not satisfied with any work, the purchaser shall indicate to the Developer, in a final written Snag List, the items that needs to be repaired, which the Developer shall be obliged to repair within a reasonable time;
- 4.1.2 If the Purchaser without any good reason refuses to accept the House or refuses to sign the Letter of

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

Satisfaction, Acceptance Certificate and Final Progress Payment forms or fails to attend for inspection purposes after having received a second notice to do so, then the Purchaser hereby irrevocably accepts that a certificate signed by an independent qualified Inspector appointed by the Developer, shall be sufficient proof and Final Certification that the House has been completed and built according the Building Contract and be sufficient for release of all monies due.

- 4.2 It is a specific term of this agreement that the Purchaser shall not after having signed the Acceptance Certificate and/or having taken occupation of the Property, instruct the bank to hold back and not pay the Developer any amounts outstanding, and any attempt to do so, shall immediately entitle the developer to claim the full outstanding amount direct from the Purchaser.

5. BUILDING CONTRACT PRICE

- 5.1 The Building Contract Price shall be paid by the Purchaser to the Developer from the proceeds of the bond or from any deposits of the Purchaser (as per the price structure), as per clause 3.1 on completion of certain building work milestones as agreed between the bank and the Developer. The Parties agree that they will abide by the pay-out structure payment milestones of the bank for the building works.
- 5.2 In the event of the Purchaser failing or refusing to authorise progress or final payments, the Developer shall be entitled, without prejudice to any other rights which he may have in terms of this Contract or in Law, to stop the building works and forthwith claim damages and costs incurred and any interest accruing, shall be for the account of the Purchaser.
- 5.3 From the date of transfer of the Erf into the name of the PURCHASER until the Occupation date, the Parties agree that any interest charged to the PURCHASER'S bond by the bank (if any) will be for the account of the SELLER. Any interest after the date of the Occupation date will be for the account of the PURCHASER.

6. COMMENCEMENT OF CONSTRUCTION

Construction shall commence within a reasonable time after all the suspensive conditions of the Building Contract and the Land Sale Agreement have been fulfilled, the Building Plan has been approved by the Local Authority, and the Stand has been fully serviced with services by the local authority.

7. POSSESSION AND OCCUPATION

As from date of transfer of the Stand into the name of the Purchaser:

- 7.1 The Purchaser agrees that all rights of use to the Stand will be restricted until the Developer has completed the House and should the Purchaser wish to visit the building site; prior arrangements must be made with the Developer. The Purchaser may not in any circumstances delay, intervene or restrict the Developer from construction activity.
The Purchaser may only upon being called to do so in terms of paragraph 4 herein, indicate to the Developer which Snags need to be completed.
- 7.2 Should the Purchaser occupy the property before registration of the Property into the name of the Purchaser, the Purchaser will pay occupation rent in the amount equivalent to 1% (one percent) of the total purchase price, monthly in advance, to the Developer until the date of registration of the Property into the name of the Purchaser, pro-rated if applicable.

8. WARRANTY

- 8.1 Any latent defects, which occur within 3 months, or roof leakage within 1 (one) year after Occupation, due to defective materials, design, structural and/or poor workmanship, shall be conveyed in writing to the Developer within the above periods and will be rectified by the Developer at his cost within a reasonable time thereafter.

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

- 8.2 The Developer shall under no circumstances be responsible for damages or losses caused by wear and tear, misuse, neglect, abuse, accident or in respect of arising from any risk insured against in terms of the homeowner's insurance policy.
- 8.3 The Developer shall be relieved of the above undertaking if the Purchaser fails to give the Developer written notice, within 7 (seven) days of the expiry of the said period, to the effect that the Developer is required to fulfil the relevant undertakings. A certificate by the appointed Inspector stating that any defect for which the Developer was liable and rectified shall be final and relieve the Developer from any further obligations.

9. FINANCIAL ADMINISTRATION

The Purchaser agrees that any deposit required, shall be paid to, and be administered by the conveyancer appointed by the Developer, who will, at the appropriate time, make payment to the Developer.

10. CANCELLATION AND/OR DEFAULT

- 10.1 Should the Purchaser fail to comply with the terms and conditions of this Agreement and the Developer having given the Purchaser 7 (seven) days written notice requesting to remedy such breach and the Purchaser remains in breach after receiving such notice, then the Developer shall, without further notice and without prejudice to any other rights which the Developer might have in law, be entitled to:

10.1.1 cancel this agreement and claim payment of all arrear instalments and payments, to retain payments already made by the Purchaser as *rouwkoop* and/or penalty and/or as liquidated and predetermined damages and/or as payment with regard to the prejudice which the parties hereby acknowledge and confirm that the Developer will have suffered as a result of such breach; or

10.1.2 Instead of exercising his rights in terms of 10.1.1 above, to cancel this agreement and to claim from the Purchaser such damages as the Developer may have suffered.

- 10.2 If the Purchaser without good reason fails to certify that the house is complete and/or take occupation of the Property then the developer would likewise be entitled to cancel this Agreement and exercise its rights in terms of 10.1.1 and 10.1.2 above.

- 10.3 Damages will include, but not be limited to: all costs incurred, including agent's commission, wasted conveyancing costs, plan drafting and approval fees, Local Authority connections costs, professional fees and an additional sum of 10% (ten percent) of the Building Contract Price.

- 10.4 A certificate signed by the Developer's project manager reflecting the costs incurred by the Developer as contemplated in above shall constitute *prima facie* proof of such damages.

- 10.5 In the event of this Agreement being cancelled, the Developer will be entitled to sell this property to another party to recover its damages.

11. DOMICILIUM AND NOTICES

- 11.1 The parties choose as their *domicilium citandi et executandi* the addresses mentioned hereunder, provided that such *domicilium* of either party may be changed by written notice from such party to the other party, with effect from the date of receipt or deemed receipt by the latter of such notice.

11.1.1 The Developer : the address appearing at 1.2 of this Agreement

11.1.2 The Purchaser : the address as set out in the Client Information Sheet

- 11.2 All notices in terms hereof shall be given in writing and shall be posted to the relevant *domicilium citandi et executandi* by prepaid registered post and/or hand delivered. It shall be deemed that any such notice which has

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

been posted shall have been received by the addressee thereof at noon on the third day after the date on which such notice shall have been posted, unless otherwise determined herein.

12. NATIONAL HOME BUILDER'S REGISTRATION COUNCIL (NHBRC)

It is recorded that the Project and the House has been registered with the NHBRC and that the NHBRC requirements shall apply.

13. RESPONSIBILITY FOR DEALING WITH LOCAL AUTHORITY

13.1 The Purchaser hereby irrevocably appoints the Developer as his agent to apply and obtain the building plans for the house on the Stand.

13.2 The Purchaser hereby agrees to conclude an agreement with the local authority for the supply of water and electricity to the Stand upon the request from the Developer.

14. BUILDING OPERATIONS / PHASED DEVELOPMENT

The Purchaser acknowledges that the development scheme in which the property is situated will be developed in phases and that building work will take place upon adjacent or neighbouring Erven and that the said building operations may cause the Purchaser certain inconvenience. The Purchaser acknowledges that he/she shall have no claim either as against the Seller arising out of such building operations.

15. CONSUMER PROTECTION ACT

15.1 It is recorded that the Seller is a "producer" as defined in the Consumer Protection Act ("CPA") and that the Property is sold with an "implied warranty of quality" as provided for in Section 56 of the CPA being a warranty that the Property complies with the requirements and standards contemplated in Section 55 of the CPA which Section 55 provides that the Purchaser has a right to receive the Property on the basis that –

15.1.1 It will be reasonably suitable for the purposes for which it is generally intended;

15.1.2 It is of good quality, in good working order and free of any defects;

15.1.3 It will be useable and durable for a reasonable period of time, having regard to the use to which the Property would normally be put and to all the surrounding circumstances of its supply,

15.1.4 Except to the extent that the Buildings have been altered after having left the control of the Seller.

15.2 It is however (as provided for in Section 55(6) of the CPA) recorded that the Purchaser agrees to accept the Property as it stands provided that the Buildings are erected in a workmanlike fashion and substantially in terms of the attached plans and specifications. (Purchaser to initial next to this provision as proof that the Purchaser has assented to this provision and that the Purchaser acknowledges the notice and his awareness of risk and acceptance of the provision.);

16. SEVERANCE

Should any provision of this Agreement be found to be void or unenforceable it shall be severable from the Agreement and shall not affect the validity of the remaining provisions of the Agreement

17. ENTIRE AGREEMENT AND AMENDMENTS

17.1 This Agreement contains the entire agreement between the Parties and neither party has given the other party any undertaking, furnished any promises or given warranties other than what is described in this Agreement.

17.2 Any amendment, addition or change to this Agreement shall only be effective between the Parties if in writing and accepted and signed by both Parties

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

18. JURISDICTION

18.1 This Agreement will in all aspects be governed by and construed in accordance with the laws of South Africa.

18.2 It is agreed that the parties hereby consent in terms of the provisions of the Supreme Court Act, Act 59 of 1959, to the jurisdiction of the High Court. It is agreed that either party shall have the right to take action in the High Court or in such other Court as would have jurisdiction other than for the provisions of this paragraph.

19. SIGNATORY

19.1 The Purchaser hereby confirms that he/she has familiarised him/herself with the contents of this Agreement and by signing this Agreement, he/she fully understands the contents thereof.

19.2 The Parties hereto affix their signatures to this agreement and are required to initial the Building Contract, Price Structure, Plans and Specifications

THUS DONE AND SIGNED BY **PURCHASER / S:**

AT _____ ON THIS _____ DAY OF _____ 20____ .

WITNESSES:

1. _____

SELLING AGENT

PURCHASER 1

2. _____

WITNESS

PURCHASER 2

Note: If the Purchaser is married in community of property or co-habits with another partner or is married by customary union, then the "Spouse" is required to sign as second Purchaser.

THUS DONE AND SIGNED BY THE **DEVELOPER:**

AT **ALBERTON** ON THIS _____ DAY OF _____ 20____ .

WITNESSES:

1. _____

for and on behalf of the **DEVELOPER**, who by his signature warrants that he is duly authorized hereto

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

OFFER TO PURCHASE

a fully serviced stand(s) which constitutes an

AGREEMENT OF SALE

when accepted by the Seller

1. PARTIES:

1.1. Seller:

Full names:	N12 COMMERCIAL PROPERTY INVESTMENTS HOLDINGS (PTY) LTD
Registration number:	2016/472727/07
VAT No:	N/A
Represented by:	Jacques Steyn
Postal Address:	Postnet Suite 008, Private Bag x 2, Raslouw, 0109
Physical Address:	322 Ruimte Road, Raslouw. A.H, Centurion
Telephone No:	082 268 3644
Email:	jacques@borwamega.co.za

1.2. Purchaser

Full names or name of legal entity:	
Identity No./ Company/Trust No:	
Represented by <i>if applicable</i>):	Karen Pieterse
VAT No <i>(if applicable)</i>	
Income Tax No	
Postal Address:	
Physical Address:	
Telephone No:	
E-mail:	

DVR _____ Purchaser 1 _____ Purchaser 2 _____ Agent _____ Witness _____ Seller _____



Marital Status:	
Spouse Full Names (<i>if applicable</i>)	
Spouse Identity Number (<i>if applicable</i>)	
Telephone no (<i>if applicable</i>):	
Email (if applicable)	

- 1.3. In the event of more than one Purchaser, the table contained in clause 1.2 shall be completed for each subsequent Purchaser and be attached hereto, marked as Schedule 1

2. **PROPERTY DESCRIPTION**

Stand/Erf	Westonaria Ext 10	m ² in extent.
Stand/Erf	Westonaria Ext 10	m ² in extent.

3. **PURCHASE PRICE AND FINANCIAL ARRANGEMENTS:**

Erf Purchase Price, including VAT:	
Deposit:	
Balance Purchase Price:	
Bond Loan Amount:	
Initiation Fee:	To be included in bond amount
Estimated Property Rates and Taxes:	Unknown
Occupational Interest:	Nil
Date of Possession / Occupation:	To be determined
Guarantee Date:	21 calendar days following date of bond approval.
Transfer Fees:	Included in Purchase Price

DVR _____ Purchaser 1 _____ Purchaser 2 _____ Agent _____ Witness _____ Seller _____

4. **BUILDING CONTRACT:**

Full names or name of legal entity:	DVR Property Development (Pty) Ltd.
Registration number:	2020/860731/07
VAT No:	4040192520
Represented by:	Cornel Claassen
Physical Address:	11 Jack Hindon Ave, Alberante, Alberton, 1449
Telephone No:	011 869 3930 / 082 921 5551
E-mail:	admin@dvrpropdev.co.za
Construction Costs Amount:	
Date of Possession / Occupation:	To be determined

5. **CONVEYANCERS DETAILS**

Firm Name	NEL ATTORNEYS
Registration number:	2006/022908/21
VAT No:	4740239407
Represented by:	Ryan Christopher Kruger
Postal Address:	P.O Box 21914, Helderkruijn, 1733
Physical Address:	Unit 2, Block 2, 27 Linksfield Road, Edenvale, 1609
Telephone No:	(010) 021 5091
Email:	ryan@nelattorneys.co.za
Trust Account Details: - Standard Bank	402 053 575 ACB: 051001
Trust Account Details: - First Rand Bank Limited	622 131 30842 ACB: 250655

6. **DEFINITIONS AND INTERPRETATION**

6.1. In this agreement, unless the context otherwise requires:

- 6.1.1. **"Agreement"** means this agreement of sale of the property concluded between the Seller and the Purchaser and any Annexes hereto which annexes shall have the same force and effect as if set out in the body of this Agreement. In this Agreement the words **"clause"** or **"clauses"** and **"annex"** or **"annexes"** refer to clauses of and annexes to this Agreement;
- 6.1.2. **"Building Contract"** means the agreement to be entered into between the Purchaser and the Building Contractor;

DVR _____ Purchaser 1 _____ Purchaser 2 _____ Agent _____ Witness _____ Seller _____

- 6.1.3. **"Building Contractor"** means the person or entity recorded in clause 4 with whom the Purchaser will sign, simultaneously with signature of this Agreement, the Building Contract;
- 6.1.4. **"By-Law"** means the Rand West City Local Municipality Spatial Planning and Land Use Management By-Law, 2017, alternatively, in as far as it may be applicable, the Town-Planning and Townships Ordinance, 15 of 1986 and/or the Spatial Planning and Land Use Management Act, 16 of 2013;
- 6.1.5. **"Conveyancers"** means the firm of attorneys recorded in clause 5;
- 6.1.6. **"Construction Costs"** means the costs of the proposed construction of the dwelling by the Building Contractor on the Property in accordance with the Building Contract and in the amount recorded in clause 4;
- 6.1.7. **"Date of Occupation"** means the date recorded in clause 3, alternatively clause 4, if different from the prior, on which date the Purchaser and/or the Building Contractor has to take occupation of the property;
- 6.1.8. **"Day"** means calendar days unless qualified by the word "business", in which instance a **"business day"** shall be any day other than a Saturday, Sunday or public holiday in the Republic of South Africa;
- 6.1.9. **"Deposit"** means the amount, if any, recorded in clause 3, and which shall be a non-refundable deposit;
- 6.1.10. **"Development Site"** means the Proclaimed Erven 3794, 3795 and 3796, Westonaria Extension 10 Township, Rand West City Local Municipality, each measuring 800.00 DUM, and all held under deed of transfer T25746/2013;
- 6.1.11. **"Guarantee Date"** means a date 21 calendar days following the date of bond approval as recorded in clause 3;
- 6.1.12. **"Municipality"** means Rand West City Local Municipality;
- 6.1.13. **"Parties"** means the parties to this Agreement recorded in clause 1;
- 6.1.14. **"Property"** means the fully serviced stand/s or erf/erven recorded and described in clause 2;
- 6.1.15. **"Purchaser"** means the person, legal entity or trust recorded in clause 1.2 and all subsequent purchasers recorded in Schedule 1, if any;
- 6.1.16. **"Purchase Price"** means the price payable by the Purchaser to the Seller in respect of the Property, inclusive of VAT and as recorded in clause 3;
- 6.1.17. **"Seller"** means the company recorded in clause 1.1;
- 6.1.18. **"Signature Date"** means the date on which this Agreement is signed by the last Party to do so;
- 6.1.19. **"VAT"** means Value-added Tax as defined in the VAT Act; and
- 6.1.20. **"VAT Act"** means the Value-added Tax Act, No. 89 of 1991;
- 6.2. The masculine gender includes the feminine and neuter genders and vice versa.
- 6.3. Words in the singular include the plural and vice versa.
- 6.4. Headings are provided for reference purposes only and are not to be taken into account in the interpretation of any provision hereof.

7. **SUSPENSIVE AND RESOLUTIVE CONDITION**

- 7.1. This Agreement is subject to the suspensive conditions that, if applicable:
- 7.1.1. on Signature Date the Purchaser and the Building Contractor enter into the Building Contract; and
- 7.1.2. the Purchaser obtaining mortgage finance or a loan for the amount contemplated in clauses 3 and 4, if applicable, within 45 Days from Signature Date.
- 7.2. This Agreement is further subject to the resolute condition that the Seller, by no later than 12 months following Signature Date, obtain a certificate in terms of section 44 of the By-Law.

DVR _____ Purchaser 1 _____ Purchaser 2 _____ Agent _____ Witness _____ Seller _____

- 7.3. Should the resolute conditions contained in clause 7.2 above not be fulfilled within the prescribed periods or should all attempt to obtain a section 44 certificate on the Development Site fail after having exhausted whatever appeal/review procedures may apply to such application, this Agreement shall automatically lapse and be of no further force or effect and neither Party shall have any claim against the other resulting therefrom.
- 7.4. Should the said suspensive condition not be fulfilled or waived by the Party in whose favour it operates:
- 7.4.1. this Agreement shall cease to be of any effect; and
- 7.4.2. the Parties shall be restored, as near as possible to the position in which they would have been had this Agreement not been entered into.
- 7.5. Each of the Parties shall use its reasonable endeavours to procure the timeous fulfilment of the suspensive conditions.

8. **PURCHASE PRICE AND TERMS OF PAYMENT**

- 8.1. The Purchaser herewith offer to purchase from the Seller the Property on the terms and conditions herein contained and upon Signature Date this Agreement shall constitute a deed of sale in respect of the Property.
- 8.2. The Purchase Price shall be paid as follows:
- 8.2.1. the Deposit within 5 Days of Signature Date to the Conveyancers; and
- 8.2.2. the balance of the Purchase Price contemplated in clause 3 shall be paid in cash, against registration of transfer of the Property, which shall be secured either by way of a cash payment to the Conveyancers or a banker's guarantee / financial undertaking acceptable to the Conveyancers, in favour of the Seller or the Seller's nominee/s by no later than the Guarantee Date.
- 8.3. The Conveyancers must hold the deposit in their trust account and invest the Deposit in an interest bearing trust account, for the Purchaser's benefit, in accordance with the provisions of Section 86(4) of the Legal Practise Act, 28 of 2014.
- 8.4. All payments shall be made free of exchange.

9. **MORTGAGEBOND**

- 9.1. The Parties specifically agree that the suspensive condition in clause 7.1.2 shall be deemed to be fulfilled on the date that the Purchaser obtains a quotation or pre-agreement statement from any financial institution in terms of which such financial institution offers a loan to the Purchaser in an amount of the aggregate of the amount referred to in clause 8.2.2 and the Construction Costs, if applicable.
- 9.2. The Purchaser's attention is drawn to the fact that in terms of the doctrine of fictional fulfilment, this clause will be deemed to be fulfilled if the Purchaser frustrates the fulfilment of this clause in any way whatsoever.
- 9.3. Should the mortgage bond be approved for a lower amount than stated in clause 9.1 and it is acceptable to the Purchaser, the Purchaser shall pay the shortfall created thereby within 5 business days of such mortgage bond approval directly into the Conveyancers trust account.
- 9.4. In the event that the Purchaser is not able to obtain a quotation or pre-agreement statement from any financial institution in terms of which such financial institution offers to loan to the Purchaser the sum of not less than the amount referred to in clause 9.1, on or before the Guarantee Date (which time may be extended by the Seller at its sole discretion for a further period not exceeding 15 Days), then this Agreement will automatically terminate and be of no further force or effect.

DVR _____ Purchaser 1 _____ Purchaser 2 _____ Agent _____ Witness _____ Seller _____

- 9.5. The Parties specifically agree that if the Seller exercise its discretion to extend the time period by which the quotation or pre-agreement statement from the financial institution is received it will not be necessary for the Seller to notify the Purchaser of such extension.
- 9.6. The loan referred to in clauses 3 and 9.1 shall be secured by a mortgage bond to be registered over the Property simultaneously with registration of the transfer.
- 9.7. The Seller is registered as a vendor for the purposes of the VAT Act and the sale of the Property is a taxable supply and VAT is payable in respect thereof.

10. **TRANSFER**

- 10.1. Transfer shall be affected by the Conveyancers.
- 10.2. Transfer shall be affected as soon as is reasonably possible after the Purchaser has complied with his/her/its obligations in terms of this Agreement and the Building Contract, if applicable.
- 10.3. The Purchaser shall be obliged to sign all documentation furnished to it by the Conveyancers and pay such costs as are referred to in clauses 3, 11.2 and 11.3 within 5 Days of written request therefore from the Conveyancers.
- 10.4. Should transfer be delayed, through no fault of either Party, the Parties shall not hold each other liable for any damages suffered as a result of such delay.
- 10.5. Transfer of the Property shall not be affected until such time as, in terms of the By-Law, all legal requirements pertaining to and/or conditions imposed on the Property and/or Development Site, by the Municipality, have been fulfilled.

11. **COSTS**

- 11.1. The Purchase Price for the Property is inclusive of VAT, transfer fees and deeds office fees.
- 11.2. The Conveyancers shall provide the Purchaser with a reasonable estimate of the Purchaser's ultimate *pro rata* share of rates and taxes, if applicable, that is required to effect transfer of the Property.
- 11.3. The Purchaser shall be liable for all costs incidental to and in respect of registration of any mortgage bond contemplated in clauses 3 and 9, including, but not limited to, initiation fees.
- 11.4. The Purchaser shall be liable and undertakes to pay any estate agent's commission, if any, in respect of this sale upon the request by such an estate agent.
- 11.5. Subject to clauses 11.2 and 12.4, the Seller shall be liable for all amounts due to the Municipality arising from the By-Laws or the Local Government Municipal Systems Act, 32 of 2000.
- 11.6. The Purchaser is obliged to pay all amounts (plus VAT thereon) which are or may become payable in order to produce the connection of the improvements to be erected on the Property in terms of the Building Contract, to the services (such as, but not limited to, water, electricity, sewerage, telephone lines and the like) supplied by the Municipality at the nearest supply point to the Property.

12. **POSSESSION, OCCUPATION AND RISK**

- 12.1. Possession and occupation of the Property will pass to the Purchaser on date of transfer, alternatively upon the Date of Occupation.
- 12.2. Vacant occupation shall be given to the Purchaser and/or Building Contractor, on date of transfer, alternatively, Date of Occupation.

DVR _____ Purchaser 1 _____ Purchaser 2 _____ Agent _____ Witness _____ Seller _____

DVR PROPERTY DEVELOPMENT (Pty) Ltd.

2020/860731/07 * VAT no: 4040192520

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

P.O. Box 18, KLIPRIVIER, 1871

karen@dvrpropdev.co.za

ANNEXURE "D"

WESTONARIA EXT. 10 (PHASE 2)

PRICE STRUCTURE

DATE:			
CLIENT 1 - NAME & SURNAME:			
ID NUMBER:			
CLIENT 2 - NAME & SURNAME:			
ID NUMBER:			
STAND NUMBER:		STAND SIZE:	
HOUSE TYPE:		STREET NAME:	

		PRICE	PRICE
STAND			
BASIC HOUSE - TUSCAN ROOF			
OPTIONAL EXTRA's			
Garage-Single	95 000.00		
Garage-Double	165 000.00		
BIC's - 2 door (1.2m)	6 000.00		
BIC's - 3 door (1.8m)	9 000.00		
BIC's - 4 door (2.4m)	12 000.00		
Sliding Door 1.8m (With-out side-light)	6 000.00		
Sliding Door 2.4m (With side-light)	8 000.00		
		TOTAL PRICE:	
5 YEAR GUARANTEE	0.013	NHBRC (Incl):	
		DEPOSIT:	
		LOAN AMOUNT:	

Signatures:

Client:

1. _____ '2. _____

Witness:

1. _____ '2. _____

08.03.2023

- 12.3. In accordance with clause 3, no occupational interest shall be payable before date of transfer of the Property, provided that at Date of Occupation, the guarantees or payment of the full Purchase Price and Construction Costs, if applicable, must have been affected, all documents must have been signed, all costs of transfer in fulfilment of clause 11 have been paid by the Purchaser to the Conveyancers.
- 12.4. On date of transfer, alternatively Date of Occupation, all benefits and risk in the Property pass to the Purchaser and the Purchaser shall from then on be liable for the risk of loss and profit in the Property and for all the water usage, electricity usage and rates and taxes levied on the Property by the Municipality.
- 12.5. The Seller indemnifies the Purchaser from any claims of whatsoever nature that may arise from any third party in respect of the Property prior to the date of transfer, alternatively Date of Occupation.
- 12.6. The Purchaser *mero moto* indemnifies the Seller from any claims of whatsoever nature that may arise from any third party in respect of the Property after the *date* of transfer, alternatively Date of Occupation.
- 12.7. The Purchaser will have no claim against the Seller arising out of any changes or additions made to the Property if this Agreement is cancelled or lapses.

13. **VOETSTOOTS, TITLE CONDITIONS AND DEFECTS**

- 13.1. The Property is vacant land and is sold voetstoots, but is subject to all conditions, restrictions and servitudes which may apply to or exist in respect of the Property at any time.
- 13.2. The Seller shall not be responsible for any defects, latent or otherwise, in the Property, nor for any damage occasioned to or suffered by the Purchaser, or by any party, by reason of such defects, if any.
- 13.3. The property is sold subject to the relevant By-Laws, any amendments thereof and the Municipality's approval of consolidation and / or subdivision conditions of the Development Site of which the Property forms a portion.
- 13.4. The Seller shall not be required to indicate to the Purchaser the position of the beacons and/or pegs upon the Property and/or the boundaries thereof, nor shall the Seller be liable for the costs of locating same.
- 13.5. If applicable, the Purchaser further acknowledges that the Property is subject to the conditions as stipulated in any Architectural Guidelines which may be imposed as part of the Building Contract or in terms of this Agreement and which will be provided to the Purchaser and/or Building Contractor immediately upon request.

14. **COMPLIANCE CERTIFICATE**

The Seller shall not in terms of this Agreement or the Building Contract, be liable whatsoever for the issue and/or costs of any certificate of compliance which may be required by the Municipality or deeds registry to effect transfer of the Property.

15. **SPECIAL CONDITIONS**

- 15.1. The Purchaser:
- 15.1.1. acknowledge that the property is subject to differential ground movement, subsidence, settlement of shocks related directly or indirectly to the presence of dolomite and/or mining operations in the area;
- 15.1.2. waives all claims for loss, damage, injury or death which the Purchaser may otherwise have against the Seller resulting from such differential ground movement, subsidence, settlement or shocks; and

DVR _____ Purchaser 1 _____ Purchaser 2 _____ Agent _____ Witness _____ Seller _____

- 15.1.3. indemnifies and holds the Seller harmless against any such claims by third parties, included but not limited to, any costs in respect thereof.
- 15.2. The sale of the Property is specifically subject to the following conditions, which shall also be registered against the Title Deed of the Property:
- 15.2.1. strict compliance with all the precautionary measures as may be contained in the conditions of establishment of the township, the relevant geotechnical reports on the township and any conditions that may be stipulated by the Council for Geoscience and the NHBRC; and
- 15.2.2. strict compliance with the "General Precautionary Guidelines for the Development on Dolomite" compiled by the Council for Geoscience, and as set out in SANS (South African National Standards) 1936, Parts 1 to 4.
- 15.3. The Purchaser shall ensure that the Building Contractor enrolls any building plans relating to the Property with the NHBRC before any construction may commence in terms of the Building Contract or otherwise whatsoever.

16. **BREACH**

- 16.1. Should any Party ("the defaulting party") fail to fulfil any of the terms and conditions of this Agreement and/or the Building Contract, if applicable, on the due date and remains in default for a period of 7 Days after the other Party ("the aggrieved party") delivered a written notice to the defaulting party specifying the breach and demanding that it be rectified, then the aggrieved party may without further notice and without prejudice to his rights:
- 16.2. claim specific performance by the defaulting party of all his/her/its obligations under this Agreement and/or the Building Contract, if applicable; or
- 16.2.1. cancel this Agreement and claim damages; or
- 16.2.2. should the Purchaser be the defaulting party, retain the Deposit as "*rouwkook*"
- 16.3. For purposes of clarity, any breach of the Building Contract shall be a breach of this Agreement.
- 16.4. In the event that the Purchaser does anything whatsoever to prohibit, delay or diminish payment by the financial institution to the Seller, at the request of the Seller, and/or in the event that the Purchaser is provisionally or finally sequestrated, the Seller shall have the right, by written notice to the Purchaser/curator/liquidator, to terminate this Agreement, and in that event, without prejudice to any rights that he may have otherwise in terms hereof or in terms of the common law.

17. **ADDRESS FOR LEGAL DOCUMENTS AND NOTICES**

- 17.1. Any notice or document to be given by or to either Party in terms of this Agreement may be hand delivered to the physical address or sent by e-mail to the e-mail address indicated by the Parties in clauses 1.1 and 1.2.
- 17.2. If the notice or document was sent by e-mail or given by hand, then it shall be deemed to have been received on the day of transmission/sending/handing.
- 17.3. The Parties hereby chooses as their respective domicilicitandi et executandi the physical addresses set out in clauses 1.1 and 1.2 of this Agreement.

DVR _____ Purchaser 1 _____ Purchaser 2 _____ Agent _____ Witness _____ Seller _____



18. **GENERAL**

- 18.1. The Seller and Purchaser warrant that each of them has the necessary legal capacity/authority to enter into this Agreement and that any consent that may be necessary, has been obtained.
- 18.2. This document constitutes the entire agreement between the Parties, and no provision, undertaking, term or condition will be binding between them unless it is contained herein.
- 18.3. No variation or amended of the terms of this Agreement will be binding between the Parties unless it has been reduced to writing and signed by both Parties.
- 18.4. The Parties acknowledge further that no other conditions, warranties, or representations have been made by either Party except as are included in this document.

19. **RIGHT OF REVOKE**

- 19.1. If the Purchaser is a natural person who has not reserved the right to appoint a nominee and where the Property herein purchased is a residential property being sold for a purchase price of R250 000 (two hundred and fifty thousand Rand) or less, the Purchaser may revoke this offer as provided for in section 29A of the Alienation of Land Act, 68 of 1981.
- 19.2. The Purchaser must exercise this right by giving the Seller written notification of his/her/its revocation within 5 business days after signing this Agreement by both Parties.

20. **TAX WARRANTY**

The Parties warrant that their tax obligations have been dutifully discharged and are fully up to date.

21. **LATITUDE OF EXTENSION OF TIME**

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 under 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.

22. **JURISDICTION**

- 22.1. For the purpose of any or all proceedings herein, the Parties hereby consent to the jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg.
- 22.2. Notwithstanding the aforesaid, the Parties shall have the right to institute proceedings in any other competent court, which may otherwise have jurisdiction.

23. **AUTHORISED SIGNATORIES**

In the event of the Purchaser acting on behalf of a company or a company to be formed, close corporation, or trust, the signatory hereto warrants that he/she are duly authorised thereto and that he/she shall be personally bound in the event of non-compliance with any of the company's or companies to be formed or close corporations or trust's obligations under this Agreement.

24. **DISCLOSURE BY PURCHASER**

The Purchaser hereby confirms that the full extent of his/her/its obligations and rights in terms of this Agreement and any addendum hereto have been explained to him/her/it and that he/she/it has been given

DVR _____ Purchaser 1 _____ Purchaser 2 _____ Agent _____ Witness _____ Seller _____

an opportunity to make the necessary enquiries in respect of the Property and all material aspects related to the Property and this sale and that he/she/it understands the effect of this.

25. **DISCLOSURE/S BY THE SELLER AND THE CONSUMER PROTECTION ACT, 28 OF 2008 ("THE CPA")**

- 25.1. The Seller declares that it is selling the Property in the ordinary course of its business and accordingly the provisions of the Consumer Protection Act 68 of 2008 does apply to the Seller's disclosures herein.
- 25.2. The Seller declares that the Purchaser was granted fair and ample opportunity to inspect the Property to ensure the Purchaser's satisfaction.
- 25.3. The Purchaser declares that:
- 25.3.1. the Purchaser considers the Purchase Price to be fair and reasonable;
- 25.3.2. the Seller, or any agent, did not use undue influence or tactics in marketing the Property, thereby inducing the Purchaser to sign this Agreement;
- 25.3.3. the Seller did not make any representations regarding the condition of the Property which are not contained in this Agreement; and
- 25.3.4. the Purchaser was not introduced to the Property by means of direct marketing methods as contemplated in section 24 of the CPA.

26. **OTHER**

- 26.1. Until the Purchase Price and Construction Costs, if applicable, have been secured as contemplated in clause 9, the Seller shall be entitled to continue to market the Property.
- 26.2. Should, prior to the Purchase Price being paid in full, a bona fide written offer ("the competing offer") for the Property be received at a purchase price of more than the Purchase Price or on better terms than those contained in this Agreement, the Seller may do so subject to the following:
- 26.2.1. a copy of the Competing Offer shall be delivered by hand or e-mailed to the Purchaser at its domicilium citandi et executandi or e-mail address as contemplated in clause 17 and the Purchaser shall have an option for 48 hours from time of delivery or e-mail to increase the Purchase Price to match the purchase price and terms contained in the competing offer;
- 26.2.2. should the Purchaser exercise such option, then the Purchaser shall timeously deliver or e-mail such written notice to the Seller, and further be obliged to match or better the terms and price of the competing offer, and immediately shall re-sign a new agreement or addendum/s reflecting the changes to this Agreement; and
- 26.2.3. should the Purchaser not timeously exercise the option, the Seller shall be entitled to accept the competing offer and upon acceptance this Agreement shall immediately become null and void and the Seller shall refund all amounts paid by the Purchaser in terms of this Agreement.
- 26.3. Other Conditions:

DVR _____ Purchaser 1 _____ Purchaser 2 _____ Agent _____ Witness _____ Seller _____

SIGNED at _____ on this the _____ day of _____ 20____ in the
presence of the undersigned witnesses:

Witnesses:

1. _____

2. _____

(Signatures of witnesses)

(Signature of the Seller, duly authorised thereto)

SIGNED at _____ on this the _____ day of _____ 20____ in the
presence of the undersigned witnesses:

Witnesses:

1. _____

2. _____

(Signatures of witnesses)

(Signature of the Purchaser, duly authorised thereto)

(Signature of the Purchaser spouse, if applicable)

SIGNED at ALBERTON on this the _____ day of _____ 20____ in the presence of the
undersigned witnesses:

Witnesses:

1. _____

2. _____

(Signatures of witnesses)

(Signature of the Developer / Builder, duly authorised thereto)



SCHEDULE 1

1. Purchaser 2:

Full names or name of legal entity:	
Identity No./ Company/Trust No:	
Represented by (if applicable):	
VAT No {if applicable}	
Income Tax No	.
Postal Address:	
Physical Address:	
Telephone No:	
E-mail:	
Marital Status:	.
Spouse Full Names {if applicable)-	
Spouse Identity Number {if applicable}	
Telephone no {if applicable):	
Email (if applicable)	

2. Purchaser 3:

Full names or name of legal entity:	
Identity No./ Company/Trust No:	
Represented by (if applicable):	
VAT No {if applicable}	
Income Tax No	.
Postal Address:	
Physical Address:	
Telephone No:	
E-mail:	
Marital Status:	.
Spouse Full Names {if applicable)-	
Spouse Identity Number {if applicable)	

Telephone no <i>{if applicable}</i> :	
Email <i>(if applicable)</i>	



**Annexure A
DVR**

STAND _____ ptn _____

**WESTONARIA x10
(EMERALD FIELDS)**

Architectural guidelines

Purchaser 1 _____ Purchaser 2 _____ Agent _____ DVR _____ Witness _____ Seller _____

(K)

1. Purpose of Guidelines

The purpose of the Architectural Guidelines is to achieve the overall vision for the township Westonaria X10, in so far as to ensure that the overall development harmonizes and creates a balanced lifestyle for all residents. This will also assist in protecting all owners' investments in the 'estate'.

2. Town Planning Controls (Residential 1 stands)

Density: 1 Dwelling per stand

Coverage: 50%

FAR: 1,0

Height: 2 storeys

Building Lines: 5m along street boundaries

2m along rear boundaries

2 metres wide along any one side boundary, as required by the Municipality

Servitudes: It is the responsibility of the owners to familiarise themselves and adhere to all servitudes registered on their properties.

Permitted land use: All stands may only be used according to their explicit zoning and town planning controls

3. Town Planning Controls (Residential 2 stands)

Density: 25 Dwelling units per hectare

Coverage: 40%

Height: 2 storeys

Building Lines: 5m along street boundaries

3m along rear boundaries

Purchaser 1 _____ Purchaser 2 _____ Agent _____ DVR _____ Witness _____ Seller _____

(K)

3 metres wide along any one side boundary, as required by the Municipality

Servitudes: It is the responsibility of the owners to familiarise themselves and adhere to all servitudes registered on their properties.

Permitted land use: All stands may only be used according to their explicit zoning and town planning controls

4. Building Design Guidelines

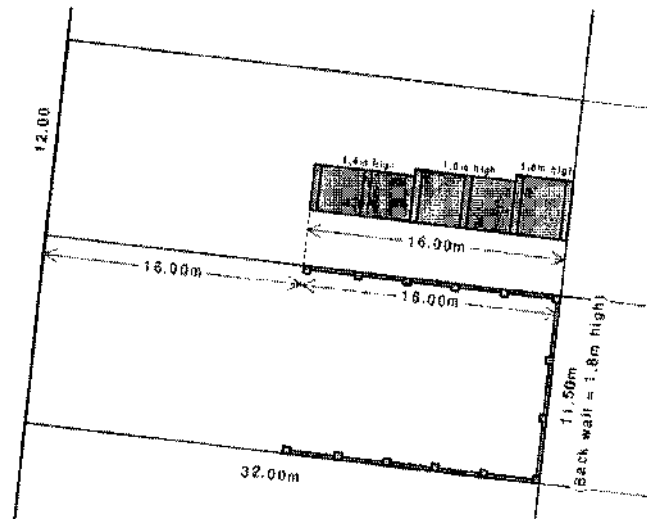
- 4.1 Any dwelling, excluding garages and outbuildings, shall not be less than 50m².
- 4.2 The owner is obliged to build at least 3 boundary walls on his property.
- 4.3 No pre-fabricated walls, palisades or wired fences will be permitted.
- 4.4 All walls must be plastered or be built from face brick.
- 4.5 If a border of a property constitutes a border of the township, such wall must be approved by Gold Wave Properties 28 (Pty) Ltd.
- 4.6 No shade netting may be used for carports or verandas.
- 4.7 Washing lines must be screened off and not be visible from the street.
- 4.8 The privacy of surrounding properties must be considered and respected during the design and orientation of a house.
- 4.9 No galvanised roof sheeting shall be permitted, except with the consent of Gold Wave Properties 28 (Pty) Ltd.
- 4.10 No trees shall be removed on the site or in the street reserve, except with the consent of the Gold Wave Properties 28 (Pty) Ltd / Municipality.
- 4.11 The following building materials may NOT be used:
 - Unpainted plaster
 - Pre-cast concrete walls
 - Wood panel fencing
 - Fibre cement roofing tiles

Purchaser 1 _____ Purchaser 2 _____ Agent _____ DVR _____ Witness _____ Seller _____

(K)

5. Boundary Walls

The back wall to be 1,8m high. The two side walls need only to be built to the middle of the erf, and may step down from 1,8m at the back to approximately 1,4m.



6. Approval Process

- 6.1 All plans must be submitted to Gold Wave Properties 28 (Pty) Ltd for approval before it is submitted to the Municipality for approval.
- 6.2 The approval of building plans by the Gold Wave Properties 28 (Pty) Ltd is strictly for the purpose of aesthetic control and does not exempt the owner from any conditions of the National Building Regulations, Town Planning regulations or Local Authority regulations.
- 6.3 After approval of the plans by the Gold Wave Properties 28 (Pty) Ltd, it is the responsibility of the owner to ensure that all plans are approved by the Local Authority, as well as to enrol the plans at the NHBRC.
- 6.4 It is the responsibility of the owner to appoint the relevant competent professional person to design the structural integrity of the buildings.
- 6.5 Construction may only start after the Municipality had approved the building plans.
- 6.6 No structure or additions to existing buildings may be constructed without building plan approval by the Gold Wave Properties 28 (Pty) Ltd and the Local Authority.
- 6.7 Once building work has commenced, it must be completed within 12 months.

Purchaser 1 _____ Purchaser 2 _____ Agent _____ DVR _____ Witness _____ Seller _____

(K)

PURCHASER'S Details/ Information

I /We the **PURCHASER** warrant and confirm the following:

NATURAL PERSON

	PURCHASER 1				PURCHASER 2			
Full Name & Surname								
Identity Number								
Income Tax no.								
South African Citizen?	Yes		No		Yes		No	
Marital Status	Single	COP	ANC	Other	Single	COP	ANC	Other
Married in other country?	Yes		No		Yes		No	
Physical Address								
Postal Address								
Cell Phone No								
Alternative No								
Work No.								
Employer & Address								
Email Address								
Bank Account Details	Bank :				Bank :			
	Acc No.:				Acc No.:			
NEXT OF KIN INFO (<u>NOT LIVING WITH YOU</u>)								
Name & Surname					Relationship:			
Address:								
Cell No.								
Email address:								

PURCHASER 1 initial: _____ PURCHASER 2 initial: _____ AGENT initial : _____ WITTNESS initial: _____



DVR PROPERTY DEVELOPMENT (Pty) Ltd.

2020/860731/07 * VAT no: 4040192520
 Tel: 011 869 3929 011 869 3930 011 907 1510 * Fax: 086 457 0801
 P.O. Box 18, KLIPRIVIER, 1871
 karen@dvrpropdev.co.za

WESTONARIA EXT. 10 (PHASE 2) CLIENT SPECIFICATION

ANNEXURE "C"

01.05.2022

STAND _____ PTN _____

1 FOUNDATIONS

- 1.1 All external load-bearing walls will be founded on raft foundations as indicated on the working drawings and specified by the appointed engineer.
- 1.2 All internal walls will be founded on raft foundations as indicated on the working drawings and specified by the appointed engineer.
- 1.3 Conventional building methods will be used unless otherwise instructed by the appointed engineer.
- 1.4 Apron around house, specification to be confirmed by the appointed engineer.

2 SUPERSTRUCTURE

- 2.1 Final levels & plinths and steps to be determined on site by Contractor.
- 2.2 All bricks SABS Approved.
- 2.3 External – Clay bricks or Cement bricks, depending on availability.
- 2.4 Internal – Smooth Plaster as per developer's choice.

3 ROOF

- 3.1 Constructed with prefabricated roof trusses.
- 3.2 House roof to be pitched at 26 degrees and covered with cement tiles.

4 DOORS AND DOORFRAMES

- 4.1 All external doors to be solid doors.
- 4.2 All internal doors to be hollow core hardboard type suitable for painting.
- 4.3 All external doorframes to be 1.2mm pressed steel.
- 4.4 All internal doorframes to be 1.2mm pressed steel.
- 4.5 Weather boards to be fitted to all external doors.

5 WINDOWS

- 5.1 Standard residential aluminium windows with handles and catches as indicated on the working drawings.
- 5.2 Curtain tracks to be provided, single in toilet and bathroom, double in rest of house.

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

6 GLAZING

- 6.1 Clear sheet glass generally in thickness as recommended by glazier.
- 6.2 Obscure glass to glazier's choice will be installed in bathrooms and WC's.

7 WINDOW SILLS

- 7.1 Internal – Plaster to match wall finish.
- 7.2 External – Brick on edge, plastered and painted.

8 FLOOR FINISHES

- 8.1 Concrete floated, tiles with skirtings as per developer's choice.

9 CEILING

- 9.1 Ceilings to be provided – standard gypsum board & gypsum Cornish.

10 PAINTING

- 10.1 Internal – Painted with High Acrylic PVA Paint
- 10.2 External - PVA undercoat and exterior Acrylic PVA finishing coat – as per Architects choice.

11 IRONMONGERY

- 11.1 Internal doors to be fitted with standard two lever mortise locksets.
- 11.2 External doors are to be fitted with standard three lever mortise locksets.

12 ELECTRICAL

- 12.1 Plug and light point per room, external light, stove point with isolator and distribution board
As indicated on the floor layout.
- 12.2 All internal light fittings will be of the white bowl bulkhead type.
- 12.3 External light fittings to be watertight.

13 PLUMBING

- 13.1 All sanitary fittings are to be standard type vitreous china and an acrylic cistern.
- 13.2 Bath is to be 1 700 mm long white acrylic type.
- 13.3 Wash basins will be fixed on concealed brackets.
- 13.4 WC's will have standard cisterns.
- 13.5 A single bowl sink unit.
- 13.6 Taps are to be Cobra star taps or equal.
- 13.7 Complete hot and cold water reticulation, including taps and 150 litre geyser with pressure release valve and electrical thermostat and connection.
- 13.8 Outside tap included over gully.

14 CARPENTRY

- 14.1 Kitchen – Standard only sink unit with Formica top.
- 14.2 BIC – Optional extra.

15 CERAMIC TILING

15.1 Kitchen – Above sink unit.

15.2 Bathroom – 3 Rows above bath & washbasin and in front of bath.

Note: Tiles will not be laid behind kitchen cupboards or under kitchen cupboards.

16 SITE WORKS

16.1 The property will be levelled to the extent as determined by the Developer.

16.2 No landscaping, other than general removal of building rubble and provision will be made for storm water runoff.

17 AVAILABILITY OF MATERIAL

17.1 All materials herein are subject to availability, where any materials are not readily available, The DEVELOPER shall have the right to use the nearest similar material available.

18 OPTIONAL EXTRAS

18.1 Items specifically excluded from the house selling price unless otherwise purchased as an Optional extra (Refer to Price Structure).

Thus done and signed at **ALBERTON** on this _____ day of _____ 20____

As Witnesses:

1. _____

DVR Property Development (Pty) Ltd

2. _____

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

As Witnesses:

1. _____

SELLING AGENT

Purchaser (1)

2. _____

Purchaser (2)



DVR PROPERTY DEVELOPMENT (Pty) Ltd.

2020/860731/07 * VAT no: 4040192520

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

P.O. Box 18, KLIPRIVIER, 1871

karen@dvrpropdev.co.za

CONSENT LETTER

NAME : _____

IDENTITY NUMBER: _____

MARITAL STATUS : _____

PROPERTY DETAILS : _____

I/We do hereby appoint **DVR Property Development (Pty) Ltd** with power of substitution to be my/our agent and to:

1. Sign, process and submit all documents necessary for the submission of working drawings for the above mentioned property;
2. Sign, process and submit all documents which might be needed to obtain approval from the Local Municipality (water connections, electricity connections) of the above mentioned property as if I/ we are personally present and acting, hereby rectifying whatever such an agent shall do in terms hereof.
3. Sign any and all documents that might be needed in the construction, completion and finalizing of my/our house, except the Happy Letter and the Progress Payment Draw Form from the bank.

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY
OF _____ 20____.

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

CLIENT (1) _____ DATE: _____

CLIENT (2) _____ DATE: _____

WITNESS _____ DATE: _____

DVR AGENT _____ DATE: _____





DVR PROPERTY DEVELOPMENT PTY LTD

Property Development, Project Management and Construction

2020/860731/07 * VAT no: 4040192520

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

POPI CONSENT

CONSENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT

I, the undersigned

Id number/s

Hereby agree/disagree to share my personal information with **DVR PROPERTY DEVELOPMENT PTY LTD** for the purposes of constructing a residential house.

Property Description

We at **DVR PROPERTY DEVELOPMENT PTY LTD** would like to assure you, that protecting the privacy of your personal data is important to us. The personal data that we have obtained from you or your agent is a priority and that it is used appropriately, transparently, securely and in accordance with the applicable laws.

The Protection of Personal Information Act No 4 of 2013 (POPIA) came into effect on the 1st of July 2021. Its purpose is to safeguard your personal information by regulating how we collect, process, store, destroy personal information and special information.

I **consent / do not consent** to DVR Property Development PTY Ltd to use and release **my / our** personal information to the following entities in order to obtain a bond outcome from the various banks through loan originators & banks directly, help with assurance & insurance issues, deal with the registering & transferring attorneys, municipality in order to open water accounts/submission of plans etc & NHBRC submissions, Financial institutions & NHFC for submission of FLISP Applications.

I **consent / do not consent** to allow **DVR PROPERTY DEVELOPMENT PTY LTD** to keep in contact with me via all communication measures eg. telephone, whatsapp, Sms or email.

Your privacy is important to us and you have rights in terms of applicable data privacy legislation. Please understand that we only use your information in order to be able to supply you with the end product of constructing a residential house for you to live in and make many lasting memories.

.....
Client 1

.....
Client 2

.....
Date

NHBRC Central Office
5 Leeukop Road
Sunninghill
Johannesburg

P.O. Box 461
Randburg, 2125
Docex 96 Randburg.

Toll Free No. 080 0200 824
Fraud Hotline 080 0203 698
Tel: +27(0)11 317 0000
Fax: +27(0)11 317 0599
www.nhbrc.org.za

DVR Property Development (Pty) Ltd.
P.O. Box 18, Kliprivier, 1817
Contact details:
011 869 3930 / 29
admin@dvrpropdev.co.za



HOUSING CONSUMER INDEX

SECTION A: HOME BUILDER DETAILS

Trading Name: DVR Property Development (Pty) Ltd. NHBRC Reg:

1 - 4 6 6 4 1 0 3 1

Please print name: CORNELIS SMIT CLAASSEN Signature: _____ Date: _____

SECTION B: PROPERTY DETAILS (As per the Title deed/Deed of Sale/Transfer)

Stand/Erf No: 4025 Unit _____ Ptn _____

Township: WESTONARIA X 10 (Phase 2) Ext: 10 Province: GAUTENG

Street Address: _____ Complex Name: _____

*Local Municipality Name: Rand West City Local Municipality

Estimated Start Date: _____ Estimated completion date: _____ Estimated occupation date: _____

Selling price (Building and Land value)

R

Enrolment Fee

R

Enrolment Category: ☒ Speculative ☐ PA003 ☐ Sectional Title

SECTION C: HOUSING CONSUMER DETAILS

(1) Title _____ Initials _____ Surname _____ ID No:

(2) Title _____ Initials _____ Surname _____ ID No:

Preferred method of communication: ☐ Email ☐ Cellphone ☐ Fax ☐ Post

Postal Address: _____ City _____ Code _____

Contact Details: Home _____ Work _____ * Cell _____

Email _____ Fax _____

(1) Signature: _____ (2) Signature: _____

Date: _____

(K)

Agent's professional fee annexure to offer to purchase

Development: Westonaria Ext 10 - Emerald Fields

Property or unit description: _____

Seller/developer: DVR Property Development (Pty) Ltd

Purchaser: _____

Joint Purchaser: _____

Agent: _____

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

1. The purchase price of the sale of the property mentioned above includes the Agent's professional fee of 5% (Five Percent) VAT Included.
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 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: Westonaria Ext 10 - Emerald Fields Unit:

Seller: DVR Property Development (Pty) Ltd

Joint Seller: _____
(Full names & surname)

Purchaser: _____

Joint Purchaser: _____
(Full names & surname)

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

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

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

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

AS WITNESS PURCHASER JOINT PURCHASER

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

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

AS WITNESS SELLER JOINT SELLER





FICA **Client Pack** Purchaser / Tenant



Dear Client

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

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

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

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

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

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

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

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

Thank you for your co-operation.

Yours faithfully



PlusGroup Principal

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

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

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

THUS DONE AND SIGNED at _____ on _____ 20_____

AS WITNESS

PURCHASER / TENANT (Delete which is not applicable)

RSA Identity or Foreign Passport No.

JOINT PURCHASER / TENANT (Delete which is not applicable)

RSA Identity or Foreign Passport No.

Initial: 

Purchaser / Tenant FICA questionnaire – Natural persons

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Single Transaction ☐ Business Relationship ☐

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

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

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

☐ Yes ☐ No ☐

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

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

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

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

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

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

President or deputy president of South Africa	Manager or CFO of a municipality
Leader of a political party	Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity
Cabinet minister or deputy minister	Head, accounting officer or CFO of a national or provincial department
Member of a royal family	Ambassador, high commissioner or other senior representative of a foreign country based in South Africa
Premier of a province	Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a Company doing more than the gazetted amount worth of business with the government
Senior traditional leader	
MEC of a province	
Judge	
Mayor of a municipality	

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

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

Full name of Officer administering questionnaire: _____

Signature: _____ Date: ____/____/20____

Initial:  _____

Joint Purchaser / Tenant FICA questionnaire – Natural persons

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Single Transaction ☐ Business Relationship ☐

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

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

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

☐ Yes ☐ No ☐

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

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

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

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

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

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

President or deputy president of South Africa	Manager or CFO of a municipality
Leader of a political party	Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity
Cabinet minister or deputy minister	Head, accounting officer or CFO of a national or provincial department
Member of a royal family	Ambassador, high commissioner or other senior representative of a foreign country based in South Africa
Premier of a province	Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a Company doing more than the gazetted amount worth of business with the government
Senior traditional leader	
MEC of a province	
Judge	
Mayor of a municipality	

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

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

Full name of Officer administering questionnaire: _____

Signature: _____ Date: ____/____/20____

Initial:  _____

Purchaser / Tenant FICA questionnaire

- Private Companies, Listed & Unlisted Public Companies and Close Corporations

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

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

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

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

2. Does the Company or Close Corporation have a presence in South Africa (i.e. assets, operations or business premises)?

Yes		No	
-----	--	----	--

If "yes", please provide details: _____

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

4. Is the Company or Close Corporation dealing with PlusGroup on behalf of another person (i.e. a Principal)?

Yes		No	
-----	--	----	--

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

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

Authorisation letter		Power of attorney		Other similar instrument	
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6. What is your full name & surname (i.e. the person completing questionnaire on behalf of the Company or Close Corporation)?

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

Authorisation letter		Power of attorney		Other similar instrument	
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8. Please describe the type of service that the Company or Close Corporation seeks from PlusGroup, and also the purpose for which that service is sought?

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

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

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

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

13. What is the Company or Close Corporation's ownership and control structure?

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

Initial: 

Purchaser / Tenant FICA questionnaire

- Private Companies, Listed & Unlisted Public Companies and Close Corporations - Continued

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

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

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

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

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

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

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

Initial: 

FICA questionnaire – Natural persons acting on behalf of Partnership

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

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

If "yes", please provide details: _____

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

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

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

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

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

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

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

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

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

☐ Single Transaction ☐ Business Relationship ☐

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

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

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

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

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

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

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

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

Initial:  _____

FICA questionnaire – Natural persons acting on behalf of Trusts

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

2. Does the Trust have a presence in South Africa (i.e. assets, operations or business premises)?

Yes		No	
-----	--	----	--

If "yes", please provide details:

3. Is the Trust dealing with PlusGroup on behalf of another person (i.e. a Principal)?

Yes		No	
-----	--	----	--

If yes, Principal's full name:

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

Authorisation letter		Power of attorney		Other similar instrument	
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5. What is your full name & surname (i.e. the person completing this questionnaire and dealing with PlusGroup on behalf of the Trust)?

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

Authorisation letter		Power of attorney		Other similar instrument	
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7. Please describe the type of service that the Trust seeks from PlusGroup, and also the purpose for which that service is sought.

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

Single Transaction		Business Relationship	
--------------------	--	-----------------------	--

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

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

Yes		No	
-----	--	----	--

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

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

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

14. What are the full names of the trustees?

15. Who are the named beneficiaries of the Trust?

Initial: 