



PHASE 3

SECTION _____ GREENLEAF
AGENCY _____
AGENT _____

OFFER TO PURCHASE (OFF PLAN)

Made and entered into by and between

T WEISS PROPERTY INVESTMENTS PROPRIETARY LIMITED

REGISTRATION NUMBER 1999/012431/07

(herein represented by **Mr. Thorsten Weiss and or Legal Representative** in his/her capacity as director and/or representative and duly authorised hereto by an appropriate resolution)

of

CEDAR WOOD HOUSE, GROUND FLOOR, BALLYWOODS OFFICE PARK, 33 BALLYCLARE DRIVE, BRYANSTON

P.O. BOX 651949, BENMORE GARDENS, 2010

Email address: thorsten@twprop.co.za

(Jointly and severally the "domicilium")

(Which address the Seller selects as his/her/its *domicilium citandi et executandi* for all purposes including notices arising here from)

(Hereinafter referred to as the "Seller")

And

In my/our personal capacity (ies) / or in my capacity as authorized representative of

(Hereinafter referred to as the "Purchaser")

	PURCHASER	CO-PURCHASER
Full Names:		
Surname:		
ID / Trust number/ Pty Ltd / CC		
Registration Number:		
Marriage Status:		
SARS Tax number::		
Tel: Home		
Tel: Work		
Cell phone number:		
E-mail Address: The Parties hereby choose <i>domicilium citandi et executandi</i> for the delivery of all notices and/or processes arising here from at this address		
Present Street Address:		
Postal Address:		

Initial

1. **THE SCHEME**

1.1 The Seller has prepared a development scheme (the scheme) under the Sectional Titles, No 95 of 1986 (the Act):

1.1.1 Scheme name: **GREENLEAF**

1.1.2 Situated on: **GLOUCESTER AVENUE, BRAKPAN – ERF 443 KENLEAF EXTENSION 16 TOWNSHIP**

1.1.3 Comprising proposed sectional title units, common property and exclusive use areas.

2. **THE AGREEMENT**

2.1 The Purchaser purchases:

2.1.1 Number in the proposed scheme Unit No **GREENLEAF**

2.1.2 In Extent approximately _____ Square meters

2.1.3 Type

GROUND \ MIDDLE \ UPPER

2.1.4 Parking/Carport allocated

Parking/Carport No (s)

3. **PURCHASE PRICE**

3.1 The purchase price is made up of the unit price plus any extras as selected from the list below by the Purchaser. Should the Purchaser select any extras after signature hereof, the extras will not be included in the bond referred to in clause 6 below and the Purchaser will have to pay the extras in cash directly to the Developer when informed by the Developer:

BASIC PURCHASE PRICE (INCLUSIVE OF VAT)	
OPTIONAL EXTRAS (INCLUSIVE OF VAT)	
TOTAL PURCHASE PRICE (INCLUDING VAT)	

payable as follows:

3.2 A **NON-REFUNDABLE RESERVATION** deposit of **R5 000.00 (FIVE THOUSAND RAND)** will be payable within 5 (Five) days from date of acceptance of this agreement 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. This payment is non-refundable if the transaction is not proceeded with, and the suspensive conditions have been met.

Please email the proof of payment to billy@schwellnus.com.

Please take note that we 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. The parties 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 in clause 3 in an interest-bearing account, with the Bank.

3.3 The balance of the Purchaser Price shall be paid against registration of transfer secured by cash payable to Schwellnus Incorporated 45 (Forty Five) days of the date of acceptance of this Offer and / or if Clause 6 is applicable, within a period determined by the Sellers Conveyancer's or within 10 (Ten) days from the date of demand by the Seller's Conveyancing to furnish to the Seller or the latter's nominee an approved financial institution's guarantee in favour of the Seller and/or the latter's nominee payable against registration of transfer of the property into the Purchaser's name, after the approval of all suspensive conditions contained herein whichever the latter.

3.4 The said payments referred to in 3.2 and 3.3 above will be paid to the Seller, before date of registration, which amount the Seller will be entitled to utilize at their sole discretion. Both Parties confirm that this practice is against the norm. The Purchaser confirm that the risks involved in such a step have been duly explained to them and they exempt Schwellnus Incorporated from any liability whatsoever in this regard.

PURCHASER'S INITIALS ACKNOWLEDGING THIS

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- 3.5 The Seller will pay interest on the said purchase price at a rate of 10% per annum, which interest will be calculated from date of receipt of the said payment by the Seller as per 3.2 and 3.3 above, until date of registration. The interest will be paid to the Purchaser one business day after registration.

PURCHASER'S INITIALS ACKNOWLEDGING THIS CLAUSE	
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- 3.6 The Purchase Price includes Value Added Tax at 15% and NHBRC fees.
- 3.7 The Seller shall be entitled, in its sole and absolute discretion, 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 in terms hereof. If the Seller fails to make any such allocation all amounts paid shall be deemed to have been allocated firstly to the payment of interest, secondly to the payment of amounts other than the purchase price due in terms hereof and finally to payment of the purchase price.
- 3.8 The Purchase Price is subject to change within 6 (Six) Months from date of signature of this agreement, notwithstanding anything contained in the agreement to the contrary the parties hereto record that the Developer/Seller/Builder may increase the purchase price in the event of an increase in building costs (for whatsoever cause or nature), VAT (Value Added Tax) and charges, imposts or imposes levies by the Local Authority and or any Government Institution (for whatsoever cause or nature). The Developer/Seller/Builder shall advise the Purchaser of such an increase in writing and with a notice reflecting such increase. Should the Purchaser no longer wish to proceed due to such increase the contract will become null and void and lapse.

4. OCCUPATION

- 4.1 The Seller shall be entitled to anticipate the date of occupation on 30 (thirty) days written notice to the Purchaser. Should the SELLER bring the date of occupation forward by giving the Purchaser the written notice as aforesaid, such date shall be regarded as the date of occupation for the purposes of this agreement.
- 4.2 In the event of the Seller being unable to grant the Purchaser occupation on the occupation date due to a delay in completing the Property or otherwise, or in the event of the Seller being able to grant occupation earlier than the occupation date, the Seller shall advise the Purchaser in writing not less than 30 days before the occupation date that occupation will be given at a later date, or at an earlier date. The Seller shall advise the Purchaser as soon as practical what the new occupation date will be.
- 4.3 The Purchaser shall take occupation on the 1st day of the following calendar month from fulfilment of clause 3 subject to clause 4.1 and clause 4.2 above.
- 4.4 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.
- 4.5 The Purchaser is obliged to pay occupational rent to the Seller, equal to 0.80% of the Purchase Price 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 transfer attorneys trust account:

SCHWELLNUS INCORPORATED
FNB TRUST ACCOUNT
RANDBURG BRANCH
BRANCH CODE: 254-005
ACCOUNT NUMBER: 6209 511 4238

Reference number: UNIT _____ GREENLEAF

Please email or fax the proof of payment to billy@schwellnus.com. Please take note that we will take no responsibility of deposits made if your account reference number does not appear on the deposit slip.

The Purchaser will not be obliged to pay occupational rent to the Seller, if the purchaser paid cash for the property and such amount is paid to the Seller by the Conveyancing Attorneys on completion of the unit and the Purchaser irrevocably instruct Schwellnus Incorporated to release any amounts received and pay to the Seller.

- 4.6 The Purchaser shall, as from date of occupation, be responsible for a contribution towards the Seller's expenses equal to the estimated monthly levy, payable monthly in advance, determined by the Seller in respect of the said Property. It is recorded that the estimated monthly levy is presently the sum of R _____ per month.
- 4.7 The Purchaser shall be liable for all prepaid water- and prepaid electricity consumed in respect of the Section from the Occupation Date.
- 4.8 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 18% (eighteen per centum) per annum from the date of paying such amounts to the date of repayment.
- 4.9 The Purchaser shall within 7 (seven) days from the date of occupation, e-mail to the Seller a list signed by himself enumerating any items in the Property requiring repair by the Seller and upon repair of such items as reasonably require repair, the Purchaser shall be deemed to have accepted that the Property is in a fit and proper condition in all respects. Any dispute as

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to whether the said repairs have been satisfactorily carried out shall be referred to the Developer's architect/engineer acting as an expert and not as an arbitrator, whose decision thereon shall be final and binding on the parties. No further correspondence and/or communication will be entered into after the list has been attended to. The Purchaser shall under no circumstances be entitled to withhold any payment due to the Seller (including occupational rental) by reason of the repairs envisaged in this clause not being completed by the Seller. The Seller nevertheless binds itself to attend to the items on the "snagging" list.

- 4.10 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.
- 4.11 The Purchaser acknowledges and accepts that on the occupation date the common property and/or other sections may be incomplete and that there may be inconvenience from building operations and from noise and dust resulting therefrom. The Purchaser does not have any claim whatsoever against the Seller by reason of such inconvenience.
- 4.12 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. The Seller gives no warranty 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 Rent Act No. 43 of 1950 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 annexed hereto as annexure A. The seller irrevocably instructs the Conveyancer to cede the lease to the purchaser on registration of transfer and pay over the security deposit together with interest, if provided for in the lease agreement together with pro rata rent and provision for consumption.

TENANT IN UNIT

YES		NO	
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5. RISK AND OWNERSHIP

All benefits and risks of ownership of the Property shall pass to the Purchaser on the date of registration of transfer or occupation, whichever occurs first. 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. The Seller shall further not be liable for any deficiency in extent, which may be revealed on any re-survey, nor shall the Seller benefit to any possible surplus.

6. SUSPENSIVE CONDITION: LOAN

- 6.1 This agreement is subject to the Purchaser (or Seller or the selling estate agency or the listing Agency, or the preferred mortgage originator on the Purchaser's behalf) within 30 days from days of signature hereof to be granted a loan by a registered South African Bank of an amount not less than R _____ or the lesser amount, upon registration as security of a first mortgage bond to be registered over the Property at such rates of interest and on such conditions as are stipulated by the institution/s to which application/s for the loan is/are made.
- 6.2 This suspensive condition shall be deemed to have been fulfilled on the date that the purchaser obtains a quotation and/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 not less than the amount referred to above and even if such loan is approved subject to the Purchaser's spouse (or any of the directors and/or shareholders and/or members of the Purchaser, as the case may be) interposing himself as surety for and co-principal debtor *in solidum* with the Purchaser for the fulfilment of all the Purchaser's obligations under the loan.
- 6.3 The Seller's Conveyancers may in its sole discretion extend the period the purchaser has for obtaining approval for the granting of the loan by giving notice to the purchaser's email address of such extension.
- 6.4 Failure on the part of
- (a) the Purchaser to
- (i) sign any application for a bond or any other document/s necessary to procure granting or registration of such bond,
- (ii) to furnish relevant information or where the bond is granted by an institution other than Nedbank, First National Bank, Standard Bank or ABSA Bank or where the Seller is not the originator of the bond, shall constitute a breach hereof by the Purchaser within the meaning of this agreement.

- (b) any person nominated to sign a Deed of Suretyship to sign such Deed of suretyship or to furnish relevant information upon demand by the Seller, the Agent or Conveyancer or any prospective Bondholder shall constitute a breach hereof by the Purchaser within the meaning of this agreement.

7. TRANSFER

- 7.1 Transfer of the Property into the name of the Purchaser ("transfer") shall be effected by the Seller's Conveyancers within a reasonable time after the Purchaser has complied with all his obligations in terms hereof and the Seller is in a position to give transfer of the property to the purchaser.
- 7.2 The Purchaser shall within 7 days of being requested to provide documents in compliance with the Financial Intelligence Centre Act No 38 of 2001 provide such documents to anyone making such a request in terms of this agreement.
- 7.3 The Purchaser undertakes to sign all documents pertaining to this agreement, including all documents relating to the registration of transfer and the registration of the mortgage bond, within 48 hours after being called upon to do so by the Conveyancers.
- 7.4 The Purchaser agrees to accept transfer of the section and any exclusive use area subject to and abide by:-
- 7.4.1 The conditions, reservations and servitudes contained in the title deeds of the land on which the Property is situated; and
- 7.4.2 Such customary conditions of Sectional Title as are imposed or may be imposed by the Seller, the Body Corporate, the Municipality, the Provincial Government or any other authority;
- 7.4.3 Title conditions as may be imposed in the conveyancer certificate in terms of the Sectional Titles Act, No 95 of 1986;
- 7.4.4 The right of the developer to extend the scheme as set out in Sections 11 and 25 of the Sectional Titles Act, No 95 of 1986;
- 7.4.5 All the provisions of the Sectional Titles Act, No 95 of 1986 (as amended) and subject to the provisions of the management and conduct rules of the body corporate lodged or to be lodged with the Registrar of Deeds in terms of Section 25 of the Sectional Titles Act, No 95 of 1986.
- 7.5 Both the Seller and the Purchaser warrant to each other that all tax compliance to the South African Revenue Services are current and up to date. The party in breach of this warranty will be deemed to be in breach of this agreement.

8. FINAL ACCOUNT

- 8.1 On the date of lodgement of the documents to register the property in the name of the Purchaser with the Registrar of Deeds the Seller or Conveyancer shall present to the Purchaser an account specifying the purchase price adding thereto any outstanding amounts owing in respect of occupation compensation and other charges for which the Purchaser is liable in terms of this agreement or any addendum and subtracting there from the deposit paid, all amounts guaranteed and any other amounts held in trust by the Seller's conveyancers in respect of the purchase price.
- 8.2 All outstanding amounts due by the Purchaser in terms of the final account shall be paid to the Seller's conveyancers immediately on demand. The transfer will not be registered until any outstanding amount has been paid in full.
- 8.3 The Seller shall not be obliged to surrender its lien until full payment of all amounts due by the Purchaser to the Seller have been paid or guaranteed to the Seller or the Seller's conveyancers.
- 8.4 A certificate signed by a director of the Seller stating the amount of the Purchaser's indebtedness to the Seller shall constitute *prima facie* evidence of such indebtedness and shall serve as a legal document in any competent court having jurisdiction for the purposes of provisional sentence or summary judgement.

9. COSTS

- 9.1 All fees and disbursements relating to the registration of the transfer and bond shall be paid by the seller, subject to the following conditions:
- 9.1.1. The Seller shall not be liable for payment of the initiation and valuation fee payable to the financial institution granting the Purchaser's bond, if any;
- 9.1.2. The bond registration attorney and the bond registration are done by the Schwellnus Incorporated or its nominee.
- 9.1.3. The Purchaser shall be liable for own bond and transfer registration costs if the bond is not registered by the Bond Registration Attorneys below.
- 9.1.4 The Purchaser shall be liable to use the services of the mortgage originator of the Seller, being GREEN DOOR HOME LOANS.

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- 9.2 In the event of this agreement being cancelled as a result of a breach of any of the terms of this agreement, the party in breach shall be liable for and pay on demand to the Conveyancer all fees and disbursements reasonably incurred by the Conveyancer as at the date of cancellation.

BANK PANEL DETAILS AND SCHWELLNUS INCORPORATED NOMINATED BOND PANEL ATTORNEYS

BANK	BOND ATTORNEY	PANEL CODE
ABSA BANK	GISHEN AND ASSOCIATES INCORPORATED	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	GISHEN AND ASSOCIATES INCORPORATED	3030
RAND MERCHANT BANK (RMB) AND FNB PRIVATE (RING FENCED)	TIM DU TOIT ATTORNEYS	NO PANEL NUMBERS

10. GREENLEAF BODY CORPORATE

- 10.1 On date of registration of transfer of the section the Purchaser shall automatically become a member of the GREENLEAF Body Corporate and be liable for a monthly levy amount includes but is not limited to property rates, water and electricity in respect of common property, insurance premiums, security and administration charges. Refer to Annexure E
- 10.2 On date of registration the purchaser shall at his/her own expense apply with the municipality for an account in respect of property rates in respect of section.
- 10.3 Proposed monthly levy:
R _____
- 10.4 Proposed monthly municipal rates
R _____

11. CAPACITY OF PURCHASER AND SURETYSHIP

- 11.1 In the event of the Purchaser being an existing company, close corporation, trust or other juristic person the signatory on behalf of or as agent for such juristic person by his signature at the foot hereof, is bound as surety and co-principal debtor in solidum with the Purchaser for the due fulfilment of all the Purchaser's obligations in terms hereof and if so required by the proposed bondholder, agrees to bind himself/herself as surety and co-principal debtor with the Purchaser for the due fulfilment of all the Purchaser's obligations imposed upon it in terms of the mortgage bond referred to above.
- 11.2 Should the signatory be an agent for a Company still to be registered or acquired the following shall apply:-
- 11.2.1 Should the Company not be formed or acquired and/or not ratify this agreement and accept the terms and conditions of this agreement AND by giving written notice of such ratification and acceptance in writing to the Seller's email address within 30 days of the date of last signature hereof, the signatory shall himself be deemed to be the Purchaser and be bound by this offer to Purchase.
- 11.2.2 The signatory binds himself as surety for and co-principal debtor with such Company when the same is formed or acquired and has ratified and adopted this agreement as more fully provided in 11.1.
- 11.2.3 The signatory as surety:
- 11.2.3.1 agrees that any indulgence or latitude which the Seller may grant to the Purchaser shall not prejudice the rights of the Seller against the surety and shall not affect the validity or enforceability of the suretyship;
- 11.2.3.2 agrees that no amendment of or addition to this agreement shall prejudice the rights of the Seller in respect of the suretyship;
- 11.2.3.1 agrees that this suretyship is irrevocable and may not be cancelled or withdrawn by the surety while the Purchaser still has any obligations towards the Seller;
- 11.3 In the event of the Purchaser being sequestrated or liquidated, the signatory shall not lodge or prove a claim against the insolvent estate of the Purchaser until such time as the Seller has been paid the full amount owing to it by the Purchaser; and
- 11.4 the purchaser hereby guarantees that any deed of trust or memorandum allows this transaction and that all resolutions have been passed and that all formalities have been complied with as may be necessary for the Purchaser to enter into this agreement and that this agreement is binding upon the Purchaser.

12. **BREACH and CANCELLATION**

- 12.1 If the Purchaser commits any breach of this agreement and fails to remedy such breach within 7 (seven) days after dispatch, by registered post or email, of written notice requiring the Purchaser to remedy the breach complained of, then the Seller shall be entitled either:-
- 12.1.1 to enforce this agreement and to claim payment of all amounts payable in terms of this agreement, whether or not such amounts are then due for payment; or
- 12.1.2 to cancel this agreement by written notice to the Purchaser.
- 12.1.3 It will be deemed that such notice has been received and the cancellation become effective if sent by registered mail within 5 days from date of sending and if sent by email within 24 hours of time of sending of email.
- 12.2 In the event of such cancellation: -
- 12.2.1 the Purchaser shall immediately deliver possession and occupation of the Property and any improvements therein to the Seller at the Purchaser's expense;
- 12.2.2 the Purchaser shall have no claim for compensation for any improvements to the Property, which improvements shall vest in the Seller;
- 12.2.3 any amounts paid by the Purchaser to the Seller shall be forfeited to the Seller or,
- 12.2.4 alternative to 12.2.3 at the Seller's option, the Seller shall be entitled to claim and recover such damages as the Seller may have suffered, pending determination of which the Seller shall be entitled to retain all amounts referred to in 12.2.3 to be set off against the said damages upon the determination thereof.
- 12.2.5 The Purchaser will be liable for the Conveyancing attorneys wasted costs in respect of the transfer and the bond as well as the agents commission.
- 12.3 any legal action against the Purchaser in terms hereof, the costs shall be payable on the scale as between attorney and own client.

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- 12.4 The purchaser is not entitled to cancel the agreement or to request a lowering in the purchase price or any other amount due to any difference or discrepancy between the site plan, floor plan and/or section title plan and/or any amendment to the amount of, the extent of or situation of any of the units.

13. WAIVER / INDEMNITY

The Purchaser waives all claims against the Seller and/or its agents, contractors or subcontractors for any loss or damages to the property of, or any personal injury which, the Purchaser, his family, his employees or his invitees may sustain in or about the section, the buildings or the common property and hereby indemnifies the Seller against any claims which may be made against the Seller by any of the aforesaid persons for any loss or damage to the property of, or injury to, the said persons suffered in or about the property, the buildings or the common property howsoever such loss or damage to the property of or injury to such persons may be caused and the Purchaser declares that he/she understands the implication hereof.

14. WARRANTIES

- 14.1 The Seller undertakes, provided written notice is received to its email address within the respective periods:

- 14.1.1 to repair defects resulting from defective materials or workmanship which arise within 3 months of occupation date;
- 14.1.2 to repair roof leaks resulting from defective materials of workmanship which arise within 12 months of occupation date; and
- 14.1.3 to repair structural defects which arise within 60 months of occupation date provided such defects are the result of noncompliance by the Seller with the standards and guidelines of the National Home Builders Registration Council.

- 14.2 The Seller shall **NOT** under any circumstances whatsoever be liable for any damages suffered by the Purchaser as a consequence of such defects or leaks.

- 14.3 All defects will be investigated by a professional team appointed by the Seller and the seller shall revert to the purchaser on the outcome of their decision.

15. SECTIONAL PLANS

The Purchaser acknowledged that the Sectional Plans have not been approved and hereby agrees that the exact boundaries and size of the section shall be those reflected on the final approved Sectional plan. The unit is sold "voetstoots" according to the site plan, floor plan and proposed participation quota. The seller undertakes to provide the purchaser with a copy of the sectional plan when approved and on the purchaser's specific request and the sectional plan will, once approved by the Surveyor General be deemed to be incorporated as part of this agreement.

16. THE SECTIONAL TITLE REGISTER AND TRANSFER

- 16.1 The Parties record that:

- 16.1.1 It is not possible for the Seller to pass transfer of the Unit to the Purchaser until such time as the sectional title register is opened in terms of the Sectional Titles Act, No 95 of 1986. The Seller gives no warranties and/or guarantees whatsoever as to the time period until the opening of the sectional register, but undertakes to take all reasonable steps to have the sectional register opened as soon as possible after signature of this agreement
- 16.1.2 Transfer cannot be registered until such time as the unit has been completed, local authority approval of occupation has been received, all transfer and mortgage bond documents have been signed, all costs, where applicable, have been paid and the sectional plan is registered in the office of the registrar of deeds.
- 16.1.3 All costs relating to the approval and registration of the sectional plan, opening of sectional title register and issue of certificates of registered sectional titles shall be borne by the Seller.

- 16.2 The Purchaser specifically acknowledged that the Seller may not transfer all the Units to all Purchasers in the scheme simultaneously with the opening of the sectional title register in respect of the scheme, and that the Purchaser's Unit may accordingly only be transferred to him after the opening of the sectional title registration of transfer of certain of the other Units in the scheme. The Purchasers shall have no claims against the Seller for any delays in this regard, and shall continue to be liable for and shall punctually pay all amounts for which the Purchaser is liable in terms of this agreement until such time as the Unit is in fact transferred into the Purchaser's name.

- 16.3 The purchaser expressly acknowledges that prior to signature of this agreement, the Seller made available to the Purchaser copies of all relevant information pertaining to the land and the scheme in the general and in the possession of the Seller and that the Purchaser has entered into this agreement on that basis.

17. SELLER'S RIGHT TO RESILE

Should the Seller within a period determined reasonably not to be in position to continue with the scheme, for commercial or other reasons, or should it not be possible, for the Seller to implement, proceed with or complete the scheme, for whatsoever reason,

including, without limiting the generality of this clause, due to events of *vis major* and/or *causus fortuitous*, then the Seller shall be entitled to resile from this Agreement on written notice to the Purchaser, in which event this agreement shall lapse and be of no force and effect and all amounts paid by the Purchaser, except amounts for occupational rent and pro rata municipal charges under this agreement shall be refunded to the Purchaser.

18. **PROHIBITION OF SALE**

Until date of transfer, the Purchaser shall not be entitled to sell or otherwise dispose of the Property without the prior written consent of the Seller.

19. **ANNEXURES**

The annexures hereto and initialled for identification purposes forms part of this agreement as follows:

- 18.1 Annexure A
- 18.2 Annexure B: Site Development plan
- 18.3 Annexure C: Floor plan
- 18.4 Annexure D: Specification List
- 18.5 Annexure E: Conduct Rules

20. **DEVELOPMENT IN PHASES**

The Purchaser hereby acknowledges that he is aware that the development will be done in phases. The Seller has reserved to itself / or will reserve for itself simultaneously with the registration of the sectional plan and opening of sectional title register in terms of Section 25 of the Sectional Titles Act, No 95 of 1986, for a period of 15 (fifteen) years the right to erect and complete from time to time for its personal account further buildings on specified portions of the common property by way of further phases and to divide such buildings into sections and common property and to confer rights of exclusive use over parts of such common property upon the owners of one or more sections. The Purchaser acknowledges that he is aware that the Seller, or its associated entities, wish to do further developments and wish to apply for the subdivisions and rezoning thereof. The Purchaser hereby specifically consents and agrees to the mentioned applications, and subsequent approvals and developments.

21. **AGENTS COMMISSION**

The Seller shall be liable to pay the selling and the listing agent's commission on this Agreement at a rate of 4,5% (four comma five percent) EXCLUDING VAT of the selling price excluding VAT. If this Agreement is however cancelled by the Seller due to the actions of the Purchaser or by the Purchaser, the Purchaser shall be liable for selling and the listing agent's commission in equal portions at a rate of 4,5% (four comma five percent) EXCLUDING VAT of the selling price excluding VAT payable. The commission is deemed earned on registration of transfer of the property.

22. **PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA)**

- 22.1 Schwellnus Incorporated is required to collect the personal information of the parties herein to give effect to any of its or the parties' obligations that flow from it. The collection, processing, usage and storage of personal information herein collected is in compliance with the provisions contained in POPIA. The parties agree that their information supplied may be processed by Schwellnus Incorporated and shared with the professionals involved including but not limited to conveyancing attorneys, bond cancellation attorneys, banks, mortgage originators and council.
- 22.2 Schwellnus Incorporated will keep the parties' information on record and will only share it with professionals associated with this transaction as may be required. Schwellnus Incorporated will, after this transaction has been finally concluded only use the parties' information for communication and marketing purposes between Schwellnus Incorporated and the parties.
- 22.3 Schwellnus Incorporated compile with the provisions set out in the POPIA and treats client's personal information contained in this document confidentially.

23. **THE RULES AND HOMEOWNERS ASSOCIATION (HOA) NPC**

- 23.1 The Seller shall be entitled to impose conditions in respect of the scheme as contemplated in terms of Section 11(2) of the Act. The Purchaser shall be obliged to accept transfer of the unit subject to such conditions as may be imposed by the seller.
- 23.2 A section 21 company not for profit has will or has been formed known or to be known as **GREENLEAF RESIDENTIAL ESTATE** to promote communal interests, take care of the road and sundry **KENLEAF EXTENTION 16 TOWNSHIP** and any improvements or security equipment installed on it.
- 23.3 The Purchaser acknowledges that on becoming the registered sectional title owner of the Property he will automatically become a member of the HOA and will be bound by the constitution of the HOA.



- 23.4 The HOA, whether established as a condition of establishment of the Township, or notarially, will have as its main object the promotion of the interests of the owners in the Township and the maintenance of communal facilities therein.
- 23.5 Each owner in the Township, on becoming the registered owner of a section or erf as the case may be, shall ipso facto become a member of the HOA and shall be bound by the obligations imposed and entitled to the privileges granted by the HOA.
- 23.6 The owners in the Scheme and the Township shall elect trustees to manage and control the HOA.
- 23.7 The Title Deed of each owner whether of a section in the Scheme or an erf within the township may be endorsed to the effect that such owner shall neither sell nor transfer the Property thereby held without the written consent of the HOA, or such wording as the Registrar of Deeds may approve.

24. **SPECIAL/OTHER CONDITIONS**

25. **VALIDITY OF OFFER**

This offer is irrevocable and expires at 23h00 on the ____ day of _____ and is binding on the parties upon acceptance hereof without the Purchaser having been notified of the Seller's acceptance hereof. Revocation of aforementioned time can only be done by written notice to the Agent/Seller.

SIGNED AND ACCEPTED ON THE ____ DAY OF _____ AT _____

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.

AS WITNESSES

1. _____ PURCHASER

2. _____ SPOUSE/SECOND PURCHASER

SIGNED AND ACCEPTED ON THE ____ DAY OF _____ AT _____

AS WITNESSES

1. _____ SELLER

2. _____

SIGNED AND ACCEPTED ON THE ____ DAY OF _____ AT _____

I, the AGENCY / AGENT _____ hereby accept the benefit of this agreement on acceptance hereof by all parties.

AS WITNESSES

1. _____

2. _____

PRINCIPAL: _____

CELL : _____

EMAIL : _____

AGENT: _____

CELL : _____

EMAIL : _____

ADDENDUM A

1 DOMICILIUM CITANDI ET EXECUTANDI

- 1.1 The parties accept ***domicilium citandi et executandi*** for all purposes in terms hereof at any of the addresses as set out in the agreement. Any notice to be served under or in terms of this agreement or any Summons or other Court process in respect of any claim arising therefrom shall be considered to have been validly served on the Purchaser if delivered by hand, or sent by prepaid registered post addressed to the Purchaser, at the address specified herein, at which address the Purchaser hereby accepts ***domicilium citandi et executandi*** for the purposes of any proceedings or court action which may be taken under this agreement.
- 1.2 Each of the parties shall be entitled to change its ***domicilium citandi et executandi*** by giving written notice of that fact to the other.
- 1.2.1 A notice sent by one party to the other shall be deemed to have been received: on the same day if delivered by hand:
- 1.2.2 on the seventh day after posting if sent by registered post; provided that any party alleging non receipt shall bear the onus of proving same.
- 1.3 Any party hereto may by notice advise the other parties of a change of ***domicilium***. It will be deemed that such notice has been received and change of ***domicilium*** became effective if sent by registered mail within 5 days from date of sending and if sent by email or fax within 24 hours of time of sending of email and/or fax.
- 1.4 No party shall be entitled to select a ***domicilium citandi et executandi*** which is not an address in the Republic of South Africa.

2. MAGISTRATE'S COURT

The Purchaser consents to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be brought against the Purchaser provided that the Seller shall be entitled, but not obliged, to bring proceedings in the High Court at its election.

3 JOINT AND SEVERAL LIABILITY

In the event of this offer being made by two or more persons, such persons shall be jointly and severally liable in terms of this agreement.

4 INTERPRETATION

Unless the context otherwise requires, the masculine shall include the feminine and the neuter and the singular shall include the plural.

5 GENERAL

5.1 This document constitutes the sole record of the agreement between the parties.

- 5.2 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 5.3 No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 5.4 No indulgence which the Seller may grant to the Purchaser shall constitute a waiver of any of the rights of the Seller who shall not thereby be precluded from exercising any rights against the Purchaser which may have arisen in the past or which might arise in the future.
- 5.5 If the Purchaser is married under foreign law, the Purchaser hereby warrants that his/her spouse shall sign all documents as may be required by the attorney to enable registration of the transfer and the bond, including this agreement.

6 CONSUMER PROTECTION ACT

- 6.1 Should the Consumer Protection Act govern the provisions of this agreement and/or the relationship between the parties, 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.

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6.2 Insofar as the Consumer Protection Act ("CPA") governs this agreement, the parties 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.

6.3 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.

7. CONSTRUCTION OF THE SECTION/UNIT

7.1 The Seller shall erect the section on the land in accordance with

7.1.1 Annexure B: Site Development plan

7.1.2 Annexure C: Floor plan

7.1.3 Annexure D: Specification List

and buildings plans to be approved by the municipality.

7.2 The Seller shall, in accordance with this agreement, undertake the development of the scheme including the Unit as far as possible in accordance with the layout, design and location substantially as reflected on the Floor Plans read together with the specifications list.

7.3 The Seller undertakes to act in such a way as to enable it to give transfer of the property to the purchaser according to approved diagrams, plans and specifications.

7.4 The Seller shall, in its sole discretion, appoint the professional team in order to undertake the construction and development of the scheme and the Unit.

7.5 The Seller has the right to amend or modify the plans for the scheme at its sole discretion.

7.6 The Purchaser acknowledged that the size, layout, numbering and design of the Unit may be varied, provided that:

7.6.1 the layout, design and location of the Unit will remain substantially as reflected in the Floor Plans;

7.6.2 the finishes of the Unit will remain substantially in accordance with the specifications list.

8. The purchaser warrants that he/she has verified the site plan, the specifications list as well as the floor plan.

9. The Seller warrants that the Seller and the contractor will be registered and that the Unit will be enrolled with the NHBRC.

10. The Purchaser shall not in any way whatsoever be entitled to issue instructions to any of the members of the Project Team, or interfere with, hinder or obstruct the construction of the Unit, any other unit, any other building, any fence line or any works on the development site. Any such conduct shall constitute a material breach of this agreement by the Purchaser.

11. The Seller or its assigns shall be solely in charge of the whole of the site and the Purchaser and/or its agents shall not be entitled to access the site without first having obtained the prior written approval of the Seller, and then only in company of one of the Seller's authorized representatives.

12. Should the purchaser take occupation of the unit whilst building is in progress on the site in then this clause will remain effect in respect of any such other building works on the site.

13. Should any materials and/or fittings as specified in the Schedule of Finishes be unavailable for any reason, the Seller reserves the right to substitute such materials and/or fittings with suitable alternatives substantially similar thereto, as approved by the Architect,

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whose decision shall be final provided the standard of such suitable alternative shall be same or better that those set out in the Schedule of Finishes.

14 Should any dispute arise as to:

14.1 whether the layout, design and/or location of the completed Unit remain substantially as reflected in the Floor Plans, and/or the reasons for any changes thereto; and/or

14.2 whether the finished of the completed Unit are substantially in accordance with the Schedule of Finishes and/or the reasons for any changes thereto or substitution thereof as set out in this agreement, then such dispute shall be referred to the Architect, who shall decide such dispute in capacity as an independent professional and whose decision shall be final and binding on the parties.

15 The Purchaser specifically acknowledges that any and all marketing relating to the development and the Unit comprise artists impressions only, no reliance may be placed on such material as to the final Unit or the scheme as a whole, which will be as finally approved in terms of the Sectional Plans and constructed substantially in accordance with the Floor Plans and the Schedule of Finishes and in accordance with this agreement.

PURCHASER'S INITIALS ACKNOWLEDGING ANNEXURE A	
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ANNEXURE E



CONDUCT RULES (Section 2.1 of the Sectional Titles Schemes Management Regulation)

1. ANIMALS, AND BIRDS

- 1.1 An owner or occupier of a section shall not keep any cats or dogs. Any other animal, reptile and/or bird shall be for the written approval of the Trustees.
- 1.2 Should the owner or occupier of a section receive the such written approval from the Trustees:
 - 1.2.1 The animals must be properly secured at all times and no animal shall be allowed to roam the estate, unless such animal is properly controlled on a leash and supervised by its owner.
 - 1.2.2 If any animal damages the property of any other owner or occupier, the owner of the animal will be held responsible.
 - 1.2.3 An owner or occupier of an animal shall be responsible to remove any defecation caused by such animal.

2. REFUSE DISPOSAL

- 2.1 An owner or occupier of a section shall-
 - 2.1.1 maintain in a hygienic and dry condition, a receptacle for refuse within his section;
 - 2.1.2 his exclusive use area or on such part of the common property as may be authorized by the Trustees in writing;
 - 2.1.3 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
 - 2.1.4 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the Trustees;
 - 2.1.5 when the refuse has been collected, promptly return such receptacle to his section or other area referred to above.

3. VEHICLES

- 3.1 No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the Trustees in writing;
- 3.2 Vehicles must be parked within the boundary of the demarcated parking bay and one must ensure that in doing so, no part of the vehicle extends beyond the demarcated parking bay and does not unreasonably interfere with the use of any other parking bay or driveway;
- 3.3 The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the Trustee's consent;
- 3.4 Owners and occupiers of sections shall ensure that their vehicles and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the common property or in any other way deface the common property. It will be responsibility of the owner/occupier concerned to clean any spills immediately.
- 3.5 Owners will be held responsible for any cleaning or reparation costs as a result thereof;
- 3.6 No hose pipes may be used for the washing of motor vehicles and car washing will be restricted to designated areas only;
- 3.7 No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section;
- 3.8 No trucks, caravans, boats, quad bikes, trailers or other heavy vehicles shall be parked on the common property or in a parking bay without the consent of the Trustees in writing who may specify any condition, location or durations;

- 3.9 Access by heavy vehicles ie. In excess of 2.5 tons but not exceeding 5 tons, may only be given after written consent of the Trustees has been obtained. These vehicles may be parked on the common property for the sole purpose of loading and unloading only, provided the time limit does not exceed six hours;
- 3.10 Motorcycles can only be used on the common property for the purpose of gaining access to or egress from the premises and always in a manner that will not cause unnecessary noise or nuisance;
- 3.11 The Body Corporate will not accept any liability for loss or damage to any person, goods or vehicles whilst on common property or within a section.

4. DAMAGE , ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

- 4.1 An owner or occupier of a section shall not mark, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the Trustees;
- 4.2 An owner or person authorized by him, may install-
- 4.2.1 any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
- 4.2.2 any screen or other device to prevent the entry of animals or insects;
- 4.2.3 any air conditioners and awnings.
- 4.2.4 provided that the Trustees have first approved in writing the nature and design of the device, colour and the manner of its installation.

5. APPEARANCE FROM OUTSIDE

The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, stoeps and gardens which, at the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

6. SIGNS AND NOTICES

No owner or occupier of a section, used for residential purposes, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the Trustees first having been obtained.

7. LITTERING

An owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

8. LAUNDRY

An owner or occupier of a section shall not, without the consent in writing from the Trustees, erect his own washing lines, nor hang any washing or laundry or any other items like carpets on any part of the building, balustrades of the balconies/patios or perimeter walls, gates and fences, so as to be visible from outside the buildings or from any other sections.

9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

10. NOISE

- 10.1 Vehicle hooters shall not be sounded on the common property or at the entrance gate when entering or exiting the complex;
- 10.2 The 'revving' of engines and 'screeching' or wheel spinning of tyres are not tolerated at any time of the day or night;
- 10.3 Radio's, record players, television sets, compact discs, musical instruments, etc. shall not be played in such a manner as to cause a nuisance to residents in the adjoining sections or anywhere else on the property;
- 10.4 The noise of playing children and other rowdy behaviour should be controlled at all times. When occasional parties are held, the sound of music should be restrained and UNHEARD after 22h00 during weekdays and 24h00 on weekends;
- 10.5 Owners and occupiers shall ensure that when greeting and bidding goodbye to their visitors, they do so quietly;
- 10.6 No disorderly conduct or act, which will cause damage, inconvenience or disturbance to owners /occupiers is permitted;
- 10.7 The discharging and storing of fireworks are strictly prohibited.

11. DOMESTIC STAFF

- 11.1 An owner or occupier is responsible for the activities and conduct of their domestic staff and shall ensure that their domestic staff understand and do not breach the provisions contained in the Sectional Titles Act, the Management Rules or the Conduct Rules;
- 11.2 An owner or occupier may be requested to register their domestic staff with the Trustees;
- 11.3 Written permission must first be obtained from the Trustees/Managing Agent before any key for the pedestrian gate is handed out;

- 11.4 If at any stage an owner/occupier cannot account for the whereabouts of a key handed to domestic staff, the Trustees/Managing Agent in their discretion may replace the pedestrian lock and all keys gaining access and the cost thereof will be for the account of the particular owner/occupier.

12. EVICTION OF UNDESIRABLE PERSONS

Trespassers and hawkers are not permitted. An owner or occupier is empowered, in the interest of security, to escort any trespasser or hawker from the premises.

13. LETTING OF UNITS

- 13.1 All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy;
- 13.2 No letting or parting with occupation shall in any way release the owner from any of his obligation to the Body Corporate in terms of these rules or in terms of the Act;
- 13.3 The owner of any section shall advise the Trustees of the name of the Lessee/occupant and the period of the occupancy/lease.
- 13.4 The Trustees shall be advised of any subsequent change of tenant/occupant;
- 13.5 Owners retain the responsibility for payment to the Body Corporate of all levies, water and electricity charges by the due date;
- 13.6 No owner shall lease or otherwise grant right of occupancy to any person illegally or contrary to any law or act.

14. LEVIES

- 14.1 The purpose of a levy is to pay for the common property's electricity, water, rates & taxes, refuse, sewerage, maintenance, insurance of building (but not contents thereof) employees salaries, management fees, etc. used for the maintenance and administration of the complex;
- 14.2 Levies and all other monies due to the Body Corporate are due and payable on the first day of each month;
- 14.3 Owners are, in addition liable for payment of services which are individually metered, such as electricity and water supplied to their units;
- 14.4 No financial concession on levies will be granted to owners/occupants who maintain own exclusive gardens and or do not make use of garden services contracted by the Body Corporate;
- 14.5 Failure to pay monies promptly will attract interest and administration fees and other costs as provided for in term of Clause 31 of the Management Rules;
- 14.5 Services to a unit will be terminated after giving notice, which will be deemed to be delivered once placed under the door of the section whose financial obligation to the Body Corporate, is in arrears;
- 14.6 Any payments received will be allocated to all arrear charges first and thereafter to current accounts;
- 14.7 Any owner who is persistently in arrears with his levy or electricity and water payments shall be obliged, at the request of the Trustees, to lodge a deposit of an amount equal to two months levy;
- 14.8 No portion of profits, gain or reserves of the Body Corporate shall be distributed to any Owner or other person, except upon destruction or deemed destruction of the building.
- 14.9 The developer reserves the right to reduce the amount of levies payable by itself, on units which it is in the process of selling. Such reduction and the amount of the reduction will be at the sole discretion of the developer.

15. ERADICATION OF PESTS

An owner shall keep his section free of white ants, bees, borer and other wood destroying insects and to this end shall permit the Trustees, the Managing Agent and their duly authorized agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradication of any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

16. SECURITY

Security is of paramount importance and no resident and or visitor must do things, cause any action and or create circumstances that increase or jeopardizes the general security of Greenleaf and or that of its residents and visitors. Residents and any other persons wishing to gain access to the complex must at all times adhere to security arrangements laid down from time to time.

16.1 Main entrance:

Access to or egress from the complex can only be gained by remote control to open the electronically operated security gate. Each unit will be issued with one remote controls which are for the exclusive use of the residents. Loss and or damage of controls will be for the Owners account. The main entrance must be kept closed at all times. The owner/occupants will be obliged to return remote controls or forward to new occupants, failing that to bear the cost for replacement and resetting of codes. In the event of power supply failure, the

entrance gate can be operated by a device that is in storage at the Guard House and which can be obtained from the Caretaker or a Trustee.

16.2 Pedestrian gate:

Each unit will be issued with one key for the pedestrian gate on an exclusive basis and the existence of that must be proved at all times for security reasons. NO UNAUTHORISED duplicates may be handed out to visitors, cleaners or maintenance personnel without written approval by the Trustees. In the event that a key is lost the replacement cost of the security lock and a set of new keys for all residents will be for the account of the particular person.

16.3 Refuse area:

The access door must be kept locked at all times. The access door will only be open on the stipulated days for refuse collection. Once the bins have been placed outside, the access door must be closed and locked immediately. The Caretaker and or Guard, should one be so employed, will be responsible to place out and return the refuse bins, if not, then each owner/occupier will be responsible for his own bin.

16.4 Perimeter walls:

Perimeter walls are equipped with an electric fence that will activate the alarm in the event of any intrusion. Residents and visitors are requested not to tamper with devices and or cause anything that may result in false activation.

16.5 Own units:

The Body Corporate does not accept any liability for loss of personal possessions in your exclusive or common area. It remains the individuals' responsibility to secure and insure possessions. Installation of any personal security devices must be cleared and approved by the Trustees. Such installations should not interfere and override existing security devices and systems and must not cause any unnecessary disturbance to residents.

16.6 Claims:

In the event of any injury to a person and or loss and damage to personal property the Body Corporate and Trustees are indemnified of any liability and or responsibility. In the event of any burglary and loss of property such must be reported to the South African Police Services and your own insurance broker to institute a claim. You are also requested to inform the Chairman of the Body Corporate of such incidents. Please handle such incidents discreetly and also not broadcast the event to prevent any negative perception related to the general security of the complex.

16.7 Restrictions:

No casual labour and or car washers, gardeners and painters, etc. will be allowed without prior consent from a Trustee and the necessary security clearance (ie. Personal details as per prescribed registration form). Residents are not permitted to enter the Guard House at any time.

17. ENFORCEMENT OF RULES

- 17.1 Non-compliance with these Rules may lead to legal action against offenders, or such other action as the Board of Trustees may deem fit, including penalties as determined by the Trustees;
- 17.2 If, as a result of a breach by an owner/occupier of these Rules or any other obligation by the owner, the Body Corporate of the Trustees instructs an Attorney, the defaulting owner shall be liable for all costs and charges of whatsoever nature of an Attorney and Client scale incurred by the Body Corporate or the Trustees as a result thereof.

18. GENERAL

- 18.1 The right of admission to Greenleaf is at all times reserved.
- 18.2 The maximum number per section shall be: 4 per two-bedroom units, and 6 per three bedroom units
- 18.3 Fire extinguishers / hydrants may only be used to extinguish fires and may not be interfered or tampered with under any circumstances.
- 18.4 Firearms, unless for reasons of security, including pellet guns may not be discharged on any part of the property.
- 18.5 No stones or other solid objects, including cigarette butts may be thrown onto the common property.
- 18.6 Fireworks, explosives, inflammables or other dangerous material or articles may not be brought into the complex.
- 18.7 No obscene or vulgar language will be permitted on the common property.
- 18.8 No auctions or sales may be held on the common property without the specific prior consent of the Trustees.
- 18.9 Occupants including children may not tamper with gates, plants, decorations, nameplates, lights or security systems and will be responsible and liable for any costs incurred to repair and or reinstate such.
- 18.10 All incoming mail to be received at a central point at the Guard house whereafter it will be deposited into individual units.
- 18.11 All complaints must be in writing to the Chairman.

19. ESTATE AGENT

- 19.1 No owner or occupier of unit shall or permit to be placed, any sign, notice, billboard or advertisement of any kind on or at the unit or on or about the common property and the pavement without the consent of the Trustees;
- 19.2 Any owner selling his/her unit is to notify the Trustees accordingly and of any pending sale or show-days that are planned. An owner is obliged to ensure that he/she instructs his/her estate agent accordingly of the Conduct Rules and that, if a copy is required, the Managing Agents may assist in this regard;
- 19.3 Estate Agents may not put up notice boards, signs or any other advertisements without the consent of the Trustees. Failure to do so will result in the boards being removed.

20. INDEMNITY

- 20.1 The Body corporate, its Managing Agent (if so appointed) the Trustees and Body Corporate staff shall not be responsible or liable for any injury or loss or damage of any description which an owner or occupier of a section or any member of his family, or his staff, or friend, acquaintance, visitor or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual units, or for any act done or any neglect on the part of the Body Corporate or any of the Body Corporate employees, agents or contractors;
- 20.2 The Body Corporate or its staff shall not be liable or responsible in any manner whatsoever for the receipt and the delivery or non-delivery of goods, postal matter or any other property;
- 20.3 The Body Corporate is not responsible for any interruption to the electricity or water supply, power drop/surge, or for any loss or inconvenience any person may suffer in consequence thereof.

21. IMPOSITION OF FINES WHEN CONTRAVENING OF THE CONDUCT RULES

- 21.1 If the conduct of an owner or an occupier of a section or the family members, guests, visitors, employees or contractors of an owner or occupier constitute/s a nuisance in the opinion of the trustees, or a contravention of a provision of the Act, the management rules, the conduct rules, or its regulations, the Trustees may by written notice:
- 21.1.1 inform the owner of the nuisance or contravention and warn the owner that if he or she or the occupier of his or her section fails to remedy the contravention or persists in such conduct or contravention, an administration fee will be imposed on him or her. If the owner or occupier of the section or his or her family members, guests, visitors, employees, or contractors repeats the conduct, nuisance or contravention despite the written warning or fails to remedy the contravention, the trustees may by written notice impose an administration fee on the owner, which written notice shall state the reasons for the imposition of the administration fee, or
- 21.2 The administration fee imposed under the above rule(s), becomes due on the date of the written notice, and must be paid within 30 (thirty) days from the date of the written notice.
- 21.3 The Body Corporate must determine, in terms of section 7(1) of the Act, the categories of contraventions and the amounts of the penalties in respect of first and subsequent contraventions at a general meeting. Fines and/or penalties may not be equal to or more than the applicable monthly levy of the owner of the unit concerned.
- 21.4 In terms of Management Rule 25(4) a member is liable for and must pay the body corporate all reasonable costs and disbursements, as taxed or agreed by the member, incurred by the body corporate in the collection of arrear contributions or any other arrear amounts due and owing by such members of the body corporate, or in enforcing compliance with these rules, the conduct rules or the Act.
- 21.5 These legal costs should be taxed by the relevant court, before the Body Corporate recover same from the member.
- 21.6 An administration fee may be imposed in respect of each separate contravention. In the event of a continuing contravention, the owner shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and shall be liable in respect of each such separate contravention.
- 21.7 An owner of a section may within 30 (thirty) days of the date of the written notice referred to in the above rule(s), lodge an objection against the administration fee imposed with the Trustees.
- 21.8 Upon receipt of the objection, the trustees may:
- 21.8.1 withdraw or reduce the administration fee; or
- 21.8.2 schedule a trustees' meeting for the purpose of considering the objection and invite the owner of the section to attend.
- 21.9 At the trustees' meeting referred to in the above rule(s), the owner shall have the right to: present his or her case and:
- 21.9.1 present any evidence, including the calling of witnesses, to substantiate his or her case;
- 21.9.2 cross-examine any person called as witness in support of the charge;
- 21.9.3 have access to documents produced in evidence;
- 21.9.4 produce mitigating factors.

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- 21.10 The failure of the owner charged to attend the trustees' meeting referred to in the above rule(s) shall not render the proceedings at the meeting void. Should the owner not attend the Trustees' meeting without providing a reasonable request for postponement, the trustees may, in their sole discretion, continue with the trustees' meeting and consider the objection in the absence of the owner.
- 21.11 Upon the conclusion of the meeting, the trustees shall deliberate the evidence and if so resolved, they may:
 - 21.11.1 uphold the administration fee; or
 - 21.11.2 withdraw or reduce the administration fee.
- 21.12 Any notice to an owner of a section in terms of these rules, will be regarded as having been properly given if such notice is:
 - 21.12.1 delivered to the owner by hand, in which event it shall be regarded as having been received on delivery;
 - 21.12.2 delivered by registered post to the owner of the section to his or her domicilium citandi et executandi, in which event it shall be regarded as having been received on the 4th day after the date of postage;
 - 21.12.3 delivered to the owner by fax or e-mail to the fax number or e-mail address of the owner, in which event it shall be regarded as having been received on the date of transmission.
- 21.13 The notices in terms of this rule may in the discretion of the Trustees also be delivered to the occupier of the section.
- 21.14 Should a complaint be made by or against a Trustee in terms of any rule, such Trustee shall be precluded from considering the complaint at the hearing and taking part in any ruling, finding or the imposition of an administration fee. Such Trustee may however present his or her case at the Trustees' meeting prior to voting.
- 21.15 All the Owners and Residents agree to the implementation of the following warning and fine system.

22 LATE PAYMENT

- 22.1 The managing agent must receive payment in full of levies (including additional levies), electricity and water for each month by the 7th of that month.
- 22.2 Failure to make payment of levies and service charges in full could result in the withdrawal of services (i.e. cleaning, refuse removal, gardening, etc. but excluding basic human rights like water and electricity).
- 22.3 The imposition of a late payment fee in the amount as prescribed by the Debt Collectors Act No. 114 of 1998. Non-payment of any late payment fee shall have the same legal effect as the non-payment of levies, water and electricity.
- 22.4 Interest shall be added on the outstanding account. Interest shall be calculated at a rate which is reasonable and which has been determined by the Trustees from time to time.

23 SECTIONAL TITLE SCHEME MANAGEMENT ACT 8/2011

(This rule is incorporated in line with the Prescribe Management Rule 25(4), Annexure 1 of the Sectional Title Scheme Management Act 08 of 2011)

- 23.1 It is in the sole discretion of the trustees to take any remedial action necessary against any owner for the enforcement of any right, duty or obligations owed by any owner to the Scheme for the payment of any levy, administrative fee or any other charge that may become due in the enforcement of the Act, the Rules or any other obligation owed.
- 23.2 In terms of Management Rule 25(4) A member is liable for and must pay the body corporate all reasonable legal costs and disbursements, as taxed or agreed by the member, incurred by the body corporate in the collection of arrear contributions or any other arrear amounts due and owing by such members to the body corporate, or in enforcing compliance with these rules, the conduct rules, or the Act.
- 23.3 All members of the Body Corporate agree that all debt collection charges, as amended from time to time in the Act, which may be incurred by the Body Corporate when employing the services of a registered debt collector as defined in the Debt Collectors Act of 1998, can and should be debited to the errant members account immediately.
- 23.4 All members of the Body Corporate agree and confirm that any owner who enters into a lease agreement, or allows possession, use and or occupation for any reason whatsoever for any period of time, must submit all details of said occupant/s to the Trustees and / or Managing Agent prior to occupation being granted. Any failure to submit the aforementioned details is an offence and may attract an administration fee as per Rule 19.

24 DISPUTE RESOLUTION IN TERMS OF THE CSOS ACT 09/2011

- 24.1 "CSOS" Stands for Community Scheme Ombudsman Services and refers to Act 09 of 2011.
- 24.2 The owners and residents of the scheme's attention is hereby drawn to the provisions of the Community Schemes Ombud Act, specifically Chapter 3 and 4 thereof, which detail dispute resolution methods available to them in the event that they wish to lodge a dispute.
- 24.3 CSOS is mandated to deal with the following category of disputes that arise in community schemes:
 - 24.3.1 Financial issues e.g. incorrect or unreasonable levies
 - 24.3.2 Behavioural issues e.g. noise, parking issues
 - 24.3.3 Governance issues e.g. rules and regulations
 - 24.3.4 Meetings—in respect of the conduct of AGM's
 - 24.3.5 Management services -code of managing agents
 - 24.3.6 Private areas and common areas e.g. repairs and maintenance
 - 24.3.7 General and other issues e.g. lack of access to information

25 SPECIAL CONDITION:

All owners are obliged to become a member of the GREENLEAF RESIDENTIAL ESTATE HOME OWNERS ASSOCIATION NPC homeowners association, for payment towards the maintenance of the access roadway, maintenance of the guardhouse and payment towards the 24 hour guard at the entrance (if any);

25.1 The Directors shall establish and maintain a levy fund for the purposes of meeting all the expenditure which the Company has properly incurred or which they reasonably anticipate the Company will necessary or reasonably incur for the control, management, maintenance and administration of GREENLEAF which includes but are not limited to: -

- 25.1.1 security;
- 25.1.2 rates and taxes, as well as other municipal charges and levies on assets of the Company;
- 25.1.3 maintenance and upkeep of assets, including security systems, guard houses and the perimeter wall;
- 25.1.4 transportation;
- 25.1.5 administration fees;
- 25.1.6 electricity and water consumed in the Common Area;
- 25.1.7 security fences, walls and entrances;
- 25.1.8 employment of security personnel;
- 25.1.9 such other purposes as this Memorandum of Incorporation may prescribe.

The levies charged for each unit therein shall be calculated according to the Partitioning Quota of such unit in the scheme GREENLEAF;

All owners shall be SUBJECT to the following conditions imposed and enforceable by GREENLEAF RESIDENTIAL ESTATE HOME OWNERS ASSOCIATION NPC (hereinafter referred to as "the Home Owners Association"):

- (i) Every owner of the erf, or owner of any subdivision thereof, or owner of any unit thereon or of any interest therein, shall automatically become and shall remain a member of the Home Owners Association and be subject to its constitution until he/she ceases to be an owner as aforesaid;
- (ii) Neither the erf, nor subdivision thereof, nor any unit thereon, nor any interest therein, shall be transferred to any person who has not bound himself/herself to the satisfaction of such Association to become a member of the Home Owners Association.
- (iii) The owner of the erf, or owner of any subdivision thereof, or owner of any unit thereon or of any interest therein, shall not be entitled to transfer the erf, or any subdivision thereof, or any interest therein, or any unit thereon, without a clearance certificate from the Homeowners Association that the provisions of the Memorandum and Articles of Association of the Home Owners Association have been complied with.
- (iv) The term "HOME OWNERS ASSOCIATION" in the aforesaid conditions of title shall mean the GREENLEAF RESIDENTIAL ESTATE HOME OWNERS ASSOCIATION NPC.

PURCHASER'S INITIALS ACKNOWLEDGING ANNEXURE E AND HAVE READ THE CONDUCT RULES AND UNDERSTOOD THE CONTENTS THEREOF	
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(K)

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 DISCRPTION :

Greenleaf

SELLER :

T Weiss Property Invesments 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 the Huize mark Plus Group 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 the Huize mark Plus Group for the purposes of future business and/or marketing.



AS WITNESS

SELLER

JOINT SELLER



AGENT'S PROFESSIONAL FEE ANNEXURE TO OFFER TO PURCHASE

DEVELOPMENT:	Greenleaf
PROPERTY OR UNIT DISCRIPTION:	
SELLER/DEVELOPER:	T Weiss Property Investments Pty Ltd
PURCHASER:	
JOINT PURCHASER:	
AGENT:	Huize mark Centurion represented by _____

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

1. The purchase price of the sale of the property mentioned above includes the Agent's professional fee of 6% (Six percent) plus vat.
2. Should the offer to purchase agreement be cancelled (at any time after all the suspensive conditions have been fulfilled) either:
 - 2.1. by the Purchaser/s; or
 - 2.2. by the Seller as a result of the Purchaser/s' breach of the agreement.then the Purchaser/s shall remain liable for the payment of the Agent's professional fee.
3. In the event of cancellation as per clause 2 above, the Agent's professional fee shall be payable:
 - 3.1. As a first charge against any deposit amount already received by the relevant conveyancer in their trust account, or
 - 3.2. If no deposit has been paid by the Purchaser/s, the Purchaser/s shall be requested to make payment directly to the Agent.
4. Should the Agent have to hand over the matter to its attorneys for the collection of the Agent's professional fee, the Purchaser/s will be liable for the costs thereof on an attorney and client scale.
5. The contact details of the Purchaser/s as contained in the offer to purchase will be used for the delivery of any communication, notices, or proceedings in terms of this Agent's professional fee addendum.

DATE	
PLACE	
PURCHASER	
JOINT PURCHASER	
WITNESS	

BENEFITS OF THIS ANNEXURE ACCEPTED ON BEHALF OF THE AGENT:

DATE	
PLACE	
FOR AND ON BEHALF OF THE AGENT	

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. Estate Agents 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 Estate Agent 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 consultant is registered with the ESTATE AGENCY AFFAIRS BOARD, (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,



Managing Director
HUIZEMARK PLUS GROUP



Purchaser/lessee FICA questionnaire - Natural persons

To be completed by the client (person completing the questionnaire) dealing with the Huizemark Plus Group

1. Full name & surname (ie the person completing this Questionnaire)? _____

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

3. Are you dealing with the Huizemark Plus Group on behalf of another person (ie a Principal)? Yes ☐ No ☐

If yes, Principal's full name: _____

4. If you are dealing with the Huizemark Plus Group 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 the Huizemark Plus Group on your behalf (ie a Representative)? Yes ☐ No ☐

If yes, what is that Representative's full name? _____

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

Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

7. Describe the type of service you seek from the Huizemark Plus Group, 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 the Huizemark Plus Group 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? (ie 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? If "yes", please indicate the position that you occupy(ied) Yes ☐ No ☐

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

☐ 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____

Joint Purchaser/lessee FICA questionnaire - Natural persons

To be completed by the client (person completing the questionnaire) dealing with the Huizemark Plus Group

1. Full name & surname (ie the person completing this Questionnaire)? _____
2. Are you a South African citizen / permanent resident? Yes ☐ No ☐
3. Are you dealing with the Huizemark Plus Group on behalf of another person (ie a Principal)? Yes ☐ No ☐
If yes, Principal's full name: _____
4. If you are dealing with the Huizemark Plus Group 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 the Huizemark Plus Group on your behalf (ie a Representative)? Yes ☐ No ☐
If yes, what is that Representative's full name? _____
6. What is the source of that Representative's authority to deal with the Huizemark Plus Group on your behalf?
Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐
7. Describe the type of service you seek from the Huizemark Plus Group, 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 the Huizemark Plus Group 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? (ie 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? If "yes", please indicate the position that you occupy(ied) Yes ☐ No ☐
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? If "yes", please indicate that position that you occupy(ied). Yes ☐ No ☐

☐ 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____

Office: 087 940 9110 | Email: plusgroup@huizemark.com | www.huizemarkplus.com  Huizemark Plus Property

