

Unit number:

*SECTIONAL TITLE COMPLEX IN THE MEA-Nè***OFFER TO PURCHASE**

(Which accepted by the SELLER, constitutes an Agreement of Purchase and sale of a sectional title Unit-off plan)

between

ZHEBA 28 (PTY) LTD

REG. NO. 2023/210234/07

(herein represented by Jacques Coetzee)

duly authorized thereto by a resolution)

("the SELLER")

and

PURCHASER 1: _____

Identity Number: _____

PURCHASER 2: _____

Identity Number: _____

("the PURCHASER/s")

CONTENTS OF AGREEMENT OF SALE

PART	A:	INFORMATION SHEET
ANNEXURE	B:	DRAFT SITE PLAN
ANNEXURE	C:	UNIT PLAN
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ANNEXURE	E:	DRAFT CONDUCT RULES



"ANNEXURE A"**"PART A"****PURCHASER'S Details / Information for the Conveyancer**

the PURCHASER warrants and confirms the following:

NATURAL PERSON		PURCHASER 1				PURCHASER 2			
Surname									
Full First Names									
Identity Number									
Income Tax no.									
South African Resident?		Yes		No		Yes		No	
Marital Status		Single	In Community of property	Out of Community of property	Other	Single	In Community of property	Out of Community of property	Other
Married in / other country?		Yes		No		Yes		No	
Physical Address									
Postal Address									
Telephone	Work:								
	Home:								
	Cell:								
	Fax:								
E-mail (Please print clearly)									
Next of Kin									
Bank Account Details (for refunds, if applicable)									
Employed by									
Employers Address:									

Position Held:		
Gross Monthly Income:		
Total Annual Income:		

"PART B"

MEMORANDUM OF AGREEMENT

1 SALE

- A Whereas the SELLER Is the owner of the right of extension on ERF 144 Edenburg ("the Property").
- B The SELLER Intends establishing a residential sectional title development known as The Mea-Nè on the Property In accordance with the terms and the appendices of this agreement.
- C The SELLER hereby sells to the PURCHASER who hereby wishes to purchase a sectional title Unit for the PURCHASE PRICE on the terms and conditions set out in this agreement together with the appendices hereto. The Unit is sold subject to all the conditions and servitudes applicable thereto, whether contained or referred to in or endorsed against the current prior or future Title Deeds of the Property.

2 INTERPRETATION

- 2.1 In this agreement and in all annexures hereto, unless with or otherwise indicated by the context the following expressions shall bear the meanings assigned to them below and cognate expressions shall bear corresponding meanings:

2.1.1 **"the SELLER"** ZHEBA 28 (Pty) Ltd
Registration Number: 2023/210234/07;

2.1.2 **"the Contractor"** means AXAREA Trading 105 (PTY) LTD
With registration number (2018/635652/07) being registered at the NHBRC as an approved Building contractor under the terms of the Housing Consumer Protection Act of 1998 with NHBRC number 3000286628;

- 2.1.3 "the SELLER'S address" Casper le Roux Inc. 7 Begin Street, Krugersdorp;
- 2.1.4 "the PURCHASER/S" the Party/ Parties described in Annexure A hereto;
- 2.1.5 "the PURCHASE PRICE" R
(Inclusive of VAT) (_____ Rands only);
- 2.1.6 "the Unit" being Unit number_____. Unit comprising of the section together with its undivided share In the Common Property apportioned to the section in accordance with the Participation Quota;
- 2.1.7 "the Section and Scheme" the Section highlighted in **annexure "B"** to this agreement, indicated on the Draft Site Plan situated in the **Scheme** known as **The Mea-Nè** of which section the floor area is approximately _____ square metres in extent (measured on its external dimensions);
- 2.1.8 "the Garden" means the part of the Common Property to be allocated to the Unit by the SELLER after construction of the Unit and which Garden shall be allocated permanently to the Unit by the Body Corporate in terms of the rules of the body corporate (under section 27A of the Act) and the garden will not be registered as an exclusive use area in terms of Section 27 the Act;
- 2.1.9 "the Common Property" the land and such part of the Buildings as are not included in the section;
- 2.1.10 "the Building" the Building and all Improvements erected on the Property;
- 2.1.11 "the Plans" collectively the draft site Plans and the draft Unit floor Plans relating to the Unit annexed hereto marked "B" & "C";
- 2.1.12 "the Participation Quota" the percentage allocated to the section of the scheme as registered and filed in the office of the appropriate Registrar of Deeds or, in the event of such sectional Plans not having been registered, a percentage expressed to four decimal places and arrived at by dividing the floor area (Internal dimensions), correct to the nearest square metre, of the section by the floor area, correct to the nearest square metre, of all sections. in the Building or Buildings comprised in the scheme;
- 2.1.13 "the Deposit" Means the cash amount equal to an amount of at least **R10 000,00 (Ten Thousand Rand), which is nonrefundable**, or the difference between the approved bond amount (or cash guarantee amount), and the purchase price in clause 2.1.5, whichever is the highest. payable by the Purchaser to the Seller within 7 (seven) days after requested so by the conveyancer in writing to do so but not earlier than the date of the approval of the bond as stipulated in clause 2.1.14 to account:

CASPER LE ROUX INC., Account No.: 1989040489
NEDBANK Branch code: 198941

Ref: **The Mea-Nè** NO__ (Unit No.)

who is authorised to release such money to the SELLER when the SELLER is legally entitled to receive such Deposit: This amount will be invested on written request to do so by the Purchaser.

- 2.1.14 **"the Required Loan Amount"** R _____
(_____ only)
the first mortgage bond as referred to In clause 5 hereof to be approved within 30 (THIRTY) days from signature hereof by the PURCHASER), or from date of approval of the SITE DEVELOPMENT PLAN (SDP) whichever is the latest.
- This allowable time will automatically be extended until such time the Conveyancer has informed the PURCHASER in writing that the contract has lapsed.
- 2.1.15 **"Occupation Date"** approximately 180 (one hundred and eighty) days after commencement of construction of the Unit or the date determined in accordance with clause 8, on which date the scheme will be ready for practical occupation by the PURCHASER;
- 2.1.16 **"Registration Date"** the date on which transfer of ownership of the Unit shall be registered in the Deeds Office;
- 2.1.17 **"Occupational interest"** 1% per month of the Purchase Price, payable monthly in advance, as the date of occupation, payable pro-rata from the Occupation Date to the date of transfer, both days included, payable in advance to the SELLER;
- 2.1.18 **"Levies"** means the estimated monthly amount to be paid by the PURCHASER to the Managing Agent to manage and administer the Scheme which is estimated to be an amount of R 10,00 (Ten Rand) per square meter In respect of the area reflected on the Sectional Title Plan;
- 2.1.19 **"the Agent"** Any agency appointed by the developer
- 2.1.20 **"the Managing Agent"** Sectionalworx or any other agent appointed by the developer.
- 2.1.21 **"the Bond Originator"** Bond originator used by Agent or client;
- 2.1.22 **"the Attorneys/ Conveyancers"** CASPER LE ROUX INC.
TEL (011) 412 2810
E-Mail: casper@cjlroux.co.za
Ref: **The Mea-Nè** No _____
- 2.1.23 **"the Act"** the Sectional Titles Act 95 of 1986, and all regulations

- there under;
- 2.1.24 "Body Corporate" the body corporate as contemplated in section 36 of the Sectional Titles Act in respect of the Scheme;
- 2.1.25 "the Rules" the rules referred to In Section 35 of the Sectional Titles Act, which shall also include any substituting rules submitted by the SELLER in respect of the scheme;
- 2.1.26 "**the Architect**" any Architect engaged by the SELLER;
- 2.1.27 "Sectional Title Registration" the registration of the sectional Plans for the phase in the scheme of which the section sold hereunder forms a part;
- 2.1.28 "**NHBRC**" means the National Home Builders Registration Council of South Africa;
- 2.1.29 "Signature Date" means the date on which the agreement is signed by the last party to do so;
- 2.1.30 "**Builder**" means Zheba 28 (Pty) Ltd, Registration Number 2023/210234/07 who is duly registered as a Building Contractor with the NHBRC number 3000196329.
- 2.2 Any reference to the PURCHASER shall, when used in the context of the occupation and use of the section and the Common Property, include the PURCHASER, members of his family, his invitees, servants, employees, tenants and Agents, and the PURCHASER shall be bound to procure compliance by such persons with regard to their obligations arising from such extended definition.
- 2.3 Words defined in the Act of the Sectional Titles Act shall unless specifically defined in terms hereof, bear the meanings assigned to them in the legislation in which they are so defined.
- 2.4 The singular shall include the plural and vice versa and words importing one gender shall include the other genders.

3 GENERAL

- 3.1 The SELLER is not a Vendor for the purpose of Value Added Tax but will subject to SARS' approval become a Vendor for the purpose of Value Added Tax.

Signed by the parties on the dates and at the places set out below:

PURCHASER/S - who by his/her signature hereto warrants -

- (a) his/her capacity to enter into and sign this agreement
- (b) all the information supplied in **Annexure A** hereof is true and correct
- (c)

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023

WITNESSES:

1. _____
PURCHASER 1

2. _____
PURCHASER 2

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023

WITNESSES:

1. _____
SELLER 1

2. _____

CONDITIONS OF AGREEMENT

4 PAYMENT

- 4.1 The Purchase Price (including VAT) shall be payable to the SELLER on registration of transfer and shall be secured as follows:
- 4.1.1 The Deposit (in the amount as Indicated in Clause 2.1.13 of this agreement) is payable by the PURCHASER to the Conveyancers within 7 (seven) days after requested so by the conveyancer as Indicated in clause 2.1.13 and shall be retained in trust by the attorneys and will only be invested on written request by the PURCHASER.
- 4.1.2 The balance of the Purchase Price shall be payable against registration of transfer of the Unit Into the name of the PURCHASER.
- 4.1.3 The Purchaser shall procure that guarantees for the balance of the Purchase Price as stipulated In clause 4.1.2 are delivered to the Conveyancer within 21 (twenty-one) days of approval of the Sectional Title Scheme at the Surveyor General's Office or when requested so by the Conveyancer in writing whichever is the latest.

5 CONDITIONS OF SALE

- 5.1 This agreement is subject to the PURCHASER being granted a loan for the Required Loan Amount at the prevailing bond rate for an amount as stated in Clause 2.1.14, within 30 (thirty) days of the Signature Date or from date of approval of the Site Development Plan (SDP) whichever is the latest. This allowable time will automatically be extended until such time the Conveyancer has informed the PURCHASER in writing that the contract has lapsed. The loan grant should be without any other conditions attached to it.
- 5.2 The PURCHASER
- 5.2.1 warrants that his financial position is such that, having regard to the criteria or requirements usually applied by banks, his application for a loan should not be refused;
- 5.2.2 shall use his best endeavours to procure fulfilment of the said condition precedent and, without limiting the generality of the foregoing,
- 5.2.3 undertakes to do all such things as are normally required by any bank in connection with the grant of any such loan.
- 5.3 Once the conditions precedent referred to in 5.1. have been fulfilled, the PURCHASER is obliged to sign such documentation as the lender (or the attorney appointed by the lender) may require within 7 (seven) days of having been called upon to do so.
- 5.4 The sale is further subject to the SELLER'S obtaining the required amount of sales as stipulated by the SELLER'S financial institution.
- 5.5 If the conditions precedent are not fulfilled within the periods referred to in clause 5 AND the Seller has not opted to extend such periods referred to in clause 5 then this agreement shall cease to be of any force or effect and the parties shall be restored to the positions in which they would have been had this agreement not been entered into and neither party shall have any claim against the other.

6 PURCHASER'S ACKNOWLEDGEMENT

- 6.1 The PURCHASER acknowledges that the Seller shall, until such time as all Suspensive Conditions have been fulfilled, be entitled to continue to market the Property through the Agents and may accept other offers through the Agents in respect of the Property.
- 6.2 The Seller shall be obliged to proceed with the first offer, received in respect of the Property, on which the Conveyancer has received written notice that a final loan approval has been granted in terms of clause 5 above, accepted by the Purchaser and all suspensive Conditions have been fulfilled.
- 6.3 The PURCHASER shall furnish all such information, sign all such documents and pay all such amounts as may be necessary or required by the Attorneys in terms hereof.
- 6.4 The PURCHASER shall not by reason of any delay in the transfer of the Unit to him due to any cause whatsoever, be entitled to cancel this agreement or to refrain from paying, or suspend payment of, any amount payable by him in terms of this contract or to claim and recover from the SELLER any damages or compensation or any remission of rental.



- 6.5 Should transfer be delayed due to the default of the PURCHASER the PURCHASER shall be liable to pay Occupational Interest to the SELLER from the date referred to in clause 2.1.15. or the revised date referred to in clause 6.4.
- 6.6 Transfer of the Unit shall not be passed into the name of the PURCHASER unless all occupational interest is paid up to the Registration Date.
- 6.7 The parties record that it is not possible for the SELLER to pass transfer of the Unit to the PURCHASER until such time as the scheme is approved and the sectional title register in respect of the scheme is opened in terms of the Act.
- 6.8 The PURCHASER shall be liable for and shall on demand pay the Bank's attorney the valuation/initiation fee.
- 6.9 The PURCHASER shall not cede, assign, make over, alienate, pledge or burden any of his rights in terms of this agreement without the prior written consent of the SELLER.
- 6.10 The PURCHASER acknowledges that it is a specific term of this agreement that the Attorneys are appointed by the SELLER to register the Unit and bond of the PURCHASER thereto in the deeds office simultaneously and therefore the PURCHASER appoints the Attorneys to register this bond against the Unit.

7 ADDITIONAL RIGHTS ACQUIRED

- 7.1 The PURCHASER'S rights in terms of an allocated parking bay or allocated garden may not be sold or otherwise disposed of to anyone except the person to whom the PURCHASER sells or disposes of the Unit. Parking Bays and garden areas shall be allocated in terms of the rules of the body corporate.

8 OCCUPATION AND SPECIAL PROVISIONS RELATING TO SALES IN BUILDING UNDER CONSTRUCTION

- 8.1 Provided the PURCHASER has complied with his obligations, occupation of the Unit shall be given to and taken by the PURCHASER on the Occupation Date.
- 8.2 From the Occupation Date the PURCHASER shall:
 - 8.2.1 be entitled to the occupation of the section as if he were the owner of the section.
 - 8.2.2 shall maintain the section in a clean and orderly condition and;
 - 8.2.3 be entitled to the use and enjoyment of the Common Property In conjunction with the PURCHASERS of other units in the scheme as per phase completion.
- 8.3 With effect from the Occupation Date until the date of registration of transfer the PURCHASER shall pay to the SELLER, monthly in advance on the first day of each and every month, the Occupational Interest irrespective of whether the PURCHASER takes occupation of the property or not.
- 8.4 If the Unit is not ready for occupation by the PURCHASER on or before the Occupation date, then the SELLER may, by giving written notice of not less than 30 (thirty) days to that effect to the PURCHASER, extend such date, in which event the term "Occupation Date" shall mean such extended date.



- 8.5 The SELLER shall not incur any liability of whatsoever nature by reason of the SELLER's failure to give notice in terms of 8.4, or by reason of the Unit not being ready for beneficial occupation on the date referred to in 2.1.15. In the event of any dispute as to when or whether occupation of the section has been given to the PURCHASER a certificate by the SELLER'S Architect or certified valuer (acting as an expert and not as an arbitrator) certifying that the section is suitable for occupation shall be final and binding on the parties, notwithstanding that the Building as a whole or the Common Property may not have been completed or might not be suitable for occupation at such date.
- 8.6 The Occupation Date shall under no circumstances be deferred or the section considered unsuitable for occupation by reason of any improvements, additions or alterations to be affected to the section by or at the request of the PURCHASER not having been completed.
- 8.7 The SELLER shall have the right at its sole discretion to vary the layout and design of the Building, provided that the SELLER may only exercise such discretion in such a way that
- 8.7.1 the layout and design of the Buildings as erected remains substantially the same as reflected in the Plans;
 - 8.7.2 the finishes of the section remain substantially the same as the samples which the PURCHASER acknowledges having seen;
 - 8.7.3 the location and design of the section remains substantially the same as in the Plans; and
 - 8.7.4 the Participation Quota and area of the section as finally reflected in the sectional title Plans is within 5% (five per centum) of the Participation Quota or area as reflected in the draft sectional Plans.
 - 8.7.5 the SELLER shall have the sole discretion to determine all levels, dimensions, depths of excavations, and heights of plinths on site, once the site has been cleared.
- 8.8 If there is any dispute between the SELLER and the PURCHASER as to whether the Buildings, any part thereof, the finishes or specifications are substantially the same as set out in the specifications, as the case may be, then the specifications annexed hereto as Annexure "D" will be binding on both parties.
- 8.9 It is agreed that should the PURCHASER wish to visit the Building site prior arrangements must be made with the SELLER or his Agent for such visit. It is agreed that the PURCHASER shall not be entitled to enter the Building premises unless such arrangement has been made. It is further recorded that the SELLER shall not be liable for any injury or damage suffered by the PURCHASER or any other person accompanying the PURCHASER when visiting the Building site.
- 8.10 The PURCHASER acknowledges that he/she/it is aware that the Participation Quota is calculated with reference to the sectional title plans and that such plans are measured from the midpoint (and not the outside) of the external walls of the section. Accordingly, the PURCHASER shall have no claim whatsoever against the SELLER, the Contractor the Agent if the size of the Section differs on the sectional title plan (as registered) from the size of the Section in 2.1.7



9 SNAGLIST AND WARRANTIES BY THE PURCHASER

- 9.1 The PURCHASER shall on date of occupation deliver to the SELLER in writing one snag list signed by himself enumerating any fixtures or fittings in the section requiring repair. The SELLER shall cause all or any reasonable repairs as noted by the PURCHASER to be affected as soon as reasonably possible.
- 9.2 In the event of any dispute as to whether a snag exists or not, a certificate by the SELLER'S Architect certifying that a snag exists or not shall be final and binding on the parties. Any decision of the said expert, including any decision as to costs, shall be final and binding upon the parties and shall not be open to dispute by either of the parties.
- 9.3 If any work of a minor nature is still required to be done to the section, the PURCHASER shall not be entitled to withhold, set off or retain any amounts owing by the PURCHASER to the SELLER nor shall the PURCHASER withhold to sign his authorization for payment required by the Conveyancer or the bank that has provided the loan to the PURCHASER.
- 9.4 It is specifically agreed on that the Purchaser will prior to taking occupation of the unit and prior to delivering a snag list to the Seller, sign all necessary documentations including the letter of satisfaction (the "happy letter") as required by the financial institutions in order for the Conveyancer to proceed with the registration.
- 9.5 It is recorded that the SELLER will procure, pending the establishment of the body corporate, that the Buildings are Insured against such risk and for such amounts as it may in its sole discretion determine prior to the opening of the sectional title register. The parties hereby agree that the SELLER will not insure the PURCHASERS household contents from date of occupation.
- 9.6 The PURCHASER shall not do or permit to be done any act, matter or thing as a result of which any Insurance policy held by the SELLER or the Body Corporate in respect of the Buildings may be rendered voidable or as a result of which the premiums in respect thereof may be increased.

10 PHASE-DEVELOPMENT

- 10.1 The PURCHASER agrees, acknowledges and hereby places on record that he is aware-
- 10.1.1 of the SELLER'S intention to develop the land by erecting sections at different stages and in different phases and that the SELLER reserves the right to acquire a bond over the land from a financial institution for development purposes before the transfer of a Unit in the name of the PURCHASER;
- 10.1.2 that in the event of the Building and other parts not being completed on the date of occupation, the occupiers shall be required to endure any Inconvenience, noise and dust caused by the Building operations and the PURCHASER shall have no claim whatsoever against the SELLER resulting from the said inconvenience;
- 10.1.3 that the SELLER shall have the right to alter the Plans for the development of the land for any reason which he deems necessary, provided that the PURCHASER'S rights shall not materially be Influenced by such alteration.

10.2 In view of the provisions above, it is hereby agreed that-

- 10.2.1 the complex will be developed in two or three phases, which will at the completion of the complex consist of approximately 16 units.
- 10.2.2 The PURCHASER hereby waives all claims against the SELLER for any loss or damage to property or for any injury to person which the PURCHASER may sustain in or about the section, the Buildings or the Common Property and hereby indemnifies the SELLER against any such claim that may be made against the SELLER by the PURCHASER, any member of the PURCHASER'S family or the PURCHASER's invitees, employees or Agents, howsoever such loss or damage to property or injury to a person may be caused.

11 CONDITIONS OF OCCUPATION AND RISK

- 11.1 From the Occupation Date, the PURCHASER shall not until registration of transfer of the Unit into his own name, without the prior written consent of the SELLER, make or cause to allow to be made any improvements to the section or remove or demolish any improvements whatsoever. The PURCHASER shall not, except insofar as his rights are preserved in terms of Section 28 of the Act, have any claim against the SELLER in respect of any expenditure upon or improvements to the section, whether made with or without the SELLER'S consent, and notwithstanding the preservation of such rights, hereby waives his lien (if any) in respect of such improvements. All improvements to the section made by or at the instance or expense of the PURCHASER shall accede to the section and belong to the SELLER.
- 11.2 Notwithstanding anything to the contrary contained in this Agreement and pending the establishment of a Body Corporate the risk in the Unit shall pass to the PURCHASER on Occupation Date. In the event of the SELLER is unable to transfer the Unit to the PURCHASER by reason of either destruction or expropriation or for any other reason whatsoever save such reason as may be attributed to the fault of the SELLER, or in the event of destruction of the section to the extent that the PURCHASER is deprived of occupation thereof, either party shall thereupon be entitled to withdraw from this Agreement and upon either party so doing, the SELLER shall refund to the PURCHASER all amounts paid by the PURCHASER. Immediately upon such refund having been made, the PURCHASER shall vacate the section unless he has already vacated or been deprived of possession thereof and save as aforesaid shall have no further claim against the SELLER.

12 DEFAULT BY THE PARTIES

- 12.1 The PURCHASER shall have the right to cancel this agreement if the construction and/or finishes of the Unit are not as per the Unit floor plan or the schedule of finishes.
- 12.2 Should the PURCHASER fail to fulfil any of the PURCHASER'S obligations under this Agreement and fail to comply with his obligations within 5 (five) business days after a letter, facsimile or email has been sent to the PURCHASER, at the PURCHASER'S domicile informing the PURCHASER of his failure and calling upon him to fulfil his obligations in question the SELLER shall be entitled, Without prejudice to any other rights the SELLER may have in law:
 - 12.2.1 to claim immediate payment of all amounts owing under this Agreement which amounts shall be deemed to become due and payable forthwith; or
 - 12.2.2 to cancel this sale, obtain Immediate repossession of the Unit and to evict the PURCHASER from the Unit, and:
 - 12.2.2.1 to retain as "rouwkoop" and/or as liquidated damages and

compensation, all amounts paid by the PURCHASER under this Agreement, or in lieu of such payments, to retain and/or recover an amount equivalent to 10% (Ten Per Centum) of the purchase price, whichever is the greater, together with an amount equal to any Agent's commission which may be payable to or have been paid by the SELLER; or

12.2.2.2 to recover from the PURCHASER the actual damages sustained by the SELLER by reason of the PURCHASER's default, and to retain all amounts paid by the PURCHASER pending the determination of such damages.

12.3 If transfer of the Unit is delayed by the PURCHASER and the SELLER does not exercise its right to cancel as per clause 12.2.2, the PURCHASER shall be liable to pay Occupational Interest to the SELLER from date of occupation to date of registration of the Unit

12.3.1 Save for the provisions of paragraph 12.2 above, if any of the Parties commit a breach of any of the provisions of this agreement and falls to remedy same within 5 (five) days of written notice (or to a nominated facsimile number or email address), then the aggrieved party may cancel this agreement.

13 **DOMICILIUM CITANDI ET EXECUTANDI**

13.1 The PURCHASER chooses his *domicile* as set out in the preamble hereto, provided that after the date of occupation, the PURCHASER'S address will change to the address as defined in paragraph 2.1.6 of the agreement for all purposes under this agreement whether in respect of court process, notice or other documents or communications of whatsoever nature.

13.2 The SELLER chooses as his *domicile the following address*:
7 Begin Street, C/o Buiten Street, Krugersdorp North for all purposes under this agreement whether in respect of court process, notice or other documents or communications of whatsoever nature to be sent to the SELLER.

13.3 The PURCHASER shall be entitled to change his domicilium by written notice to the SELLER provided that such change of address shall be a physical address within the Republic of South Africa. Such change of domicilium shall take effect on the fourteenth day after delivery to the SELLER of a notice referred to herein.

13.4 All notices in terms of this agreement shall be given by e-mail or facsimile (in which case it shall be deemed to have been received on the date of dispatch (unless the contrary be proved) or by prepaid registered post On which case it shall be deemed to have been received on the third business day after posting unless the contrary be proved.

13.5 Notwithstanding anything contained herein, any notice actually received by any party hereto shall be deemed to have been received by such party on the date that such notice was received irrespective of whether such notice was served on the domicillium address.

14 **MANAGING AGENT**

It is recorded that the SELLER shall have the sole right to appoint the Managing Agent. The Managing Agent Is appointed for a minimum period of 12 (twelve) months from the date the Body Corporate has been established.

15 GENERAL

- 15.1 This Agreement, together with its annexures, reflects the intention of the parties and constitutes the entire contract between the parties. No other terms, conditions, stipulations, undertakings, representations or warranties shall be of any force or effect, save as expressly Included herein. No variation of, addition to, consensual cancellation or amendment of this contract, and no waiver by either party shall be of *any* force or effect unless reduced to writing and signed by both parties or their authorized Agents.
- 15.2 The parties undertake to do all such things, sign all such documents and take all such steps as may be necessary, incidental or conducive to the implementation of the terms, conditions and import of this agreement.
- 15.3 If more than one person signs this contract as the PURCHASER, the obligations of all the signatories shall be joint and several. If all the persons named as PURCHASERS do not sign this contract, this agreement nonetheless shall be and remain binding on the PURCHASERS who have signed this agreement.
- 15.4 No latitude, extension of time or other indulgence which may be given or allowed by the SELLER to the PURCHASER in respect of any payments provided for in this contract or any conditions of this agreement shall under *any* circumstances be considered to be an implied consent by the SELLER for any further latitude, extension of time or indulgence or operate as a waiver or a negation of, or otherwise affect, any of the SELLER's rights in terms of or arising from this contract, *or* stop the SELLER from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof, nor shall *any* such latitude, extension of time or other Indulgence discharge or otherwise affect the liability of *any* person who *may* be or become bound in terms hereof as surety for and co-principal debtor with the PURCHASER.

16 AGENT'S COMMISSION

- 16.1 The SELLER shall pay Agent's commission as per agreement between SELLER and Agent and shall be deemed to be earned upon registration of the Unit into the name of the PURCHASER. The Agent's commission will be paid to the Agent within three working days of registration of the Unit in the Deeds Office.

17 WARRANTIES, REPRESENTATIONS AND GUARANTEE

The SELLER will at date of registration, make available to the PURCHASER a 5 (five) year NHBRC warranty on the structural integrity of the Building, such warranty being lodged with the relevant financial Institution.

The SELLER hereby undertakes to rectify any latent or patent defects on the Unit for a period of not more than 90 (ninety) days from date of occupation of the Unit.

18 PROVISIONS PENDING ESTABLISHMENT OF BODY CORPORATE

- 18.1 From date of occupation of the section by the PURCHASER until the body corporate is established the PURCHASER shall:
 - 18.1.1 on demand pay the SELLER the electricity Deposit to connect the electricity to the section (If applicable).
 - 18.1.2 on demand pay the account for the electricity consumed as shown on the sub-meter of the section.
 - 18.1.3 be liable to pay the Occupational Interest to the SELLER.

- 18.1.4 It is recorded that the SELLER Intends, until the body corporate comes into existence to insure the Buildings against such risk and for such amounts as it may in its sole discretion determine.
- 18.2 The rules (both management rules and conduct rules) shall, at the time of the opening of the sectional title register, be substituted by rules substantially in the form of the rules prescribed by regulation, but amended or amplified (subject always to the provisions of Section 35 of the Sectional Titles Act) so as to comply with the requirements of any bondholder. The preliminary rules will be available at the office of the Agent for perusal.
- 18.3 The SELLER shall also be entitled I intends to:
- 18.3.1 make conduct rules for the use and enjoyment of the Common Property; The preliminary conduct rules are attached as Annexure E.
 - 18.3.2 enter the section at all reasonable times to authorize its Agents or workmen so to enter, to inspect same or to carry out repairs;
 - 18.3.3 to exercise all the rights and powers which a body corporate would be entitled to exercise in terms of the Act In respect of the Building, the land and the owners and / or occupants of sections.
 - 18.3.4 to insure the Building against such risks and for such amounts as it may in its sole discretion determine.

19 CAPACITY OF PURCHASER

Should the PURCHASER sign this agreement as trustee or Agent for a company to be formed, the signatory shall be deemed to be personally liable in terms of this agreement should the company, not be Incorporated or not be ratified and adopt this agreement within 7 days of signature hereof. Upon incorporation and ratification as aforesaid, the PURCHASER by his signature hereto binds himself as surety for and co-principal debtor in solidum with the company, trust or close corporation for the due and punctual performance by the company, close corporation or trust of its obligations arising out of this agreement.

20 COSTS & FEES

- 20.1 The CONVEYANCING FEES and Costs including VAT shall be paid by the SELLER.
- 20.1.1 It is a condition that Attorneys *CASPER LE ROUX INC.* attends to the transfer and bond registration. The SELLER will pay the fees and costs of the Attorneys to register the transfer and bond registration for and on behalf of the PURCHASER, Should any other attorney attend to the registration of the bond, the PURCHASER will be liable to pay the bond registration fees of such other Attorney,
 - 20.1.2 If not included in the bond amount the PURCHASER shall be liable to pay all bank charges, Initiation and valuation fees to the SELLER's attorney.

21 CONSUMER PROTECTION ACT 68 OF 2008

- 21.1 The PURCHASER acknowledges that in terms of the Consumer Protection Act 68 of 2008 ("The CPA") he/she has the right to:
- 21.1.1 Receive goods that are in good working order and are free of any defects:

21.1.2 Receive goods that comply with section 55 of the CPA and accordingly the PURCHASER declares that on inspection of the Unit the CPA will be complied with;

21.2 The parties' attention is drawn to section 16 of the Consumer Protection Act. Notwithstanding any other clause in this contract, the PURCHASER has the right to revoke this offer or terminate this agreement by written notice to be delivered to the SELLER, within five (5) working days after the loan has been approved by the bank. The PURCHASER's attention is drawn to the fact that such notice will be of no force or effect unless it is: -

- (i) Signed by the PURCHASER; and
- (ii) Refers to this offer or agreement as the offer or agreement that is being revoked or terminated as the case *may* be;
- (iii) Is unconditional.

22 ARBITRATION

22.1 Any unresolved dispute arising at any time between the PURCHASER and the SELLER in regard to any matter arising out of, or the interpretation of, or the termination or cancellation of this Contract shall be and is hereby referred to the arbitration and final decision of an arbitrator nominated by the SELLER. The award of the arbitrator shall be final and binding on the parties.

22.2 The arbitration shall be held in terms of the Arbitration Act 42 of 1965 (as amended), provided however that the arbitrator is expressly authorized to determine the forms and pleadings, discovery and other matters of that nature, the arbitrator shall in his sole discretion determine the procedure to be adopted and shall have regard in that connection to the need to determine the dispute as expeditiously and cheaply as possible and with resort to as little formality as is reasonably practicable.

23 JURISDICTION

For the purpose of all or any proceedings herein the Parties hereby consent to the jurisdiction of the Magistrates Court in terms of section 28 and section of Act 1944 as amended, However, an aggrieved party may at his sole option institute action in any other Court which has jurisdiction over the Unit.

24 NHBRC

The BUILDER will on behalf of the PURCHASER obtain the NHBRC enrolment certificate and will abide by all the rules and regulations imposed by the NHBRC from time to time.

25 PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 ("POPIA")

The Seller and Purchaser each hereby consent to the processing (as defined in POPIA which includes collection, retention and transfer) by the agent of their personal information (which includes contact details and id numbers) as may be required to give effect to or otherwise implement the provisions of this agreement and the transactions contemplated herein. This will include, where relevant, providing personal information to financial institutions, mortgage originators, attorneys and other service providers such as those required to obtain compliance certificates.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023

WITNESSES:

1. _____
PURCHASER 1

2. _____
PURCHASER 2

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023

For and on behalf of the **BUILDER**

WITNESSES:

1. _____

2. _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023

WITNESSES:

1. _____
SELLER 1

2. _____

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

Date: _____

Place: _____

Witness: _____

Witness:  _____



The following documents are required when signing your Agreement of Sale:

<u>NATURAL PERSON/S</u> 1. Copy of Identity Document. 2. Copy of Marriage Certificate & Antenuptial Agreement. 3. Copy of Proof of Residence (Eskom, Telkom, TV License, Rates Account). 4. Tax number/a.	<u>CLOSE CORPORATION</u> 1. Copy of CK 1 2. Copy of CK 2 3. Resolution authorizing person to sign on behalf of Close Corporation. 4. Identity document of the member signing on behalf of the Close Corporation. 5. Marital Status of all the members of the Close Corporation.
<u>COMPANY</u> 1. Copy of Certificate of Incorporation. 2. Copy of Memorandum of Agreement. 3. Copy of Articles of Association. 4. Resolution authorizing person to sign on behalf of Company. 5. Identity document of the director signing on behalf of the Company.	<u>TRUST</u> 1. Copy of letter of Authority. 2. Copy of Trust Deed. 3. Copy of Identity document of all the trustees. 4. Copy of resolution of Trustees authorizing person to sign on behalf of the Trust.

The Mea-Nè Body Corporate

BODY CORPORATE – CONDUCT RULES

*(In terms of the Sectional Title Schemes Management Act, 2011 and
appropriate rules)*

A handwritten signature or mark, possibly the letter 'K', enclosed within a circular outline.

INDEX

Section

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12. OCCUPANTS EMPLOYESS
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22. BRAAIS AND BRAAI AREAS
23. LIABILITY
24. SEPARATION OF APPLICABLE RULES



1. USER/TENANT/OWNER

- 1.1 When the purpose for which a section is intended to be used is shown expressly or by necessary implication on or by the registered Sectional Plan, an owner shall not use or permit his section to be used for any other purpose.
- 1.2 No commune, rental purposes only for family home

2. INSURANCE PREMIUM

- 2.1 An owner shall not store in his section or on the Common Property any hazardous substance/material or liquids.
- 2.2 Leaking or faulty geysers must be reported as soon as possible by the tenant to the Body Corporate or Managing Agent.
Failing to do so the Body Corporate will proceed in repairing or replacing the geyser on their discretion. Burst geysers are seen as emergency repairs.
The owner is responsible to pay any excess that is not covered by the insurance.

3. MOTOR VEHICLES

- 3.1 The motor vehicle of occupants shall only be parked in the carport for the exclusive use of that unit or in specified visitors parking areas
- 3.2 Vehicles shall not be parked in the driveways (or any spaces not specified/ classified as parking space) at any time. This includes parking in the front of houses where that space has not been marked as parking.

Note: If residents don't comply with 3.1 and/ or 3.2 above, the cars will be clamped and only be released upon fee payment of R500 payable to the Body Corporate account.

Occupants shall ensure that their visitors comply with this rule.

- 3.3 No repairs and reconditioning of vehicle on the Common Property are permitted.

Note: If a resident contravenes 3.3, will be liable for a fine of R500 and will be expected to ensure any damage/ stains in the area where repairs occurred is thoroughly cleaned and removed (i.e. oil leakage stains etc.)

No vehicle that is not roadworthy or not in general use, or any vehicle that is leaking oil will be permitted on the property

- 3.4 Without infringing on anybody's rights, any person entering xxx complex does so by accepting the Rules of xxx complex. The rules regarding driving in the complex states as follows, the driver of a vehicle may not travel in any way that may be dangerous to any occupant or animal on the property. The driver may not drive in any way that may be deemed as reckless by the Trustees of xxx Body Corporate.

Note: If a resident, resident's visitor or the residents transport is caught not following the speed rules of the complex, after two warnings, a fine of R1000 will be instituted to the owner of the unit.



Any person entering or exiting the complex agrees to be subjected to a security search of him/herself as well as any vehicle they may be driving as well as trailers.

- 3.5 All vehicles e.g.: motor-boats, trailers and other similar vehicles exceeding 2 tons shall not be parked on Common Property without the written permission in writing of the Trustees/Management agent first having been obtained. The Trustees/ M.A may grant permission subject to such conditions as in their absolute sole discretion may impose.
- 3.6 Any vehicle parked in contravention of any of the forgoing may be towed away without any liability for damages claimed whatsoever. The amount of all costs of towing, storage and other costs associated therewith shall be for the account of the occupants concerned, which amount/s shall be included on the monthly statements in respect of the unit in question and shall be treated as an additional levy for all purposes. The foregoing shall apply notwithstanding that the vehicle towed away is owned or driven by a visitor of the occupant concerned.

4. CYCLES

- 4.1 Children are not allowed to play or ride with bicycles, scooters etc. in the main gate area. This is a safety precaution.
- 4.2 Children are not allowed to ride/play on the Common Property with any of the above cycles during peak traffic hours (07h00 – 09h00) and (16h00 – 18h00)
- Note: Non-compliance with 4.1 and 4.2 may result in a fine being issued by the Trustees.

5. LAUNDRY

- 5.1 Washing and other articles may not be hung outside of the unit or over the walls of the Common Property of any unit or on balcony rails
- All washing must be hung on wash lines or portable lines in your garden
- Note: Non-compliance with 5.1 will constitute a fine of R500

6. CLEANLINESS / SANITARY SERVICES

- 6.1 Save as here in after provided, refuse, litter, debris etc., shall not be deposited on the Common Property at any time. Occupants shall instruct their children and visitors of these rules, and shall use their best endeavours to ensure that it is complied with. Bins are provided, it is the tenant's responsibility to take their bin out to the pavement and retrieve it on the days that Pikitup does refuse removal.
- 6.2 If any child, occupant or visitor infringes the provision of 6.1 the owner as the case may be, shall be responsible therefore.
- 6.3 Refuse must be placed in refuse bags before it is placed inside the bins
- 6.4 Toilets: - only standard toilets tissue may be disposed of in the toilet systems. No items such as baby's nappies, sanitary towels, underclothes, garments, cigarette butts and the like to be flushed down toilets.



- 6.5 Kitchens: - No fats, oils and the like to be washed down the kitchen drains. These items and the above should be wrapped in newspaper and disposed with the refuse bags. It is not permitted that hot ashes are disposed of in the refuse bins.

7. NOISE

7.1 Silence must be maintained on Sunday to Thursday between the hours of 22h00 and 0800

7.2 Silence must be maintained on Friday and Saturday between the hours of 23h00 to 09h00 the following day.

- 7.3 Radio's, musical instruments, TV's and other sound producing devices shall not be played or used in such a way as to interfere with the occupant's enjoyment of his unit or of the Common Property; **the same shall not be played on the Common Property at any time** (i.e. no speakers to be played in the common area)

Note: a fine of R1000

- 7.4 Automobile hooters shall not be sounded on the Common Property at any time.

- 7.5 No hammering, drilling, sawing or other such work shall be conducted before 08h00 and after 19h00 on any day. Such work is permitted provided it is performed in moderation and does not unreasonably interfere with the use and or enjoyment by any occupant of his unit or of the Common Property.

If, in the opinion of the Trustees/ M.A such work is unreasonably interfering with the use and/or enjoyment by any occupant of his unit or the Common Property, the Trustees may prohibit any person from performing any such work.

Note: A fine of R500 may be imposed where a resident does not desist from such an activity after a warning has been issued.

- 7.6 Occupants shall advise their neighbours in advance whenever parties are to be held in their units and all parties shall comply with 7.1, 7.2 and 7.3

7.7 Occupants shall ensure that their children and visitors comply with the foregoing.

8. GARDENING

81 Residents shall assist in maintaining the gardens adjoining their unit in a neat and tidy condition, but will be assisted by the gardener where a gardener is appointed, and no person may issue instructions to the gardeners, except in writing to the Trustees/M.A

8.2 The gardener is there for the sole purpose of maintaining common property gardens and no owner/tenant may inquire or instruct anything from the gardener about any other issues relating to their unit.



- 8.3 Shrubs and flowers are allowed in exclusive use walled gardens, which the resident will be responsible in maintaining outside of the garden service

9. SUPERVISION OF CHILDREN

- 9.1. Children are NOT permitted to play Ball/ Soccer in the Common Area. These should only be played in the private gardens.
- 9.2. Parents are to supervise any toys that the children play with to not be left unattended in the driveway (where cars drive). This is a safety precaution.
- 9.3. Occupants shall properly supervise and are responsible for their children, their children's friends and children of their visitors so that no provision of these rules is infringed by such children, and that no damage or nuisance is caused to any occupants, to the property of any occupant or to the Common Property or an unoccupied unit. In particular, and without affecting the generality of the foregoing, children shall not damage, deface or interfere with windows, plants, decorations, signs, nameplates, fire prevention equipment and exterior lighting, shall not enter an unoccupied Unit, climb onto any roof of units, or complex perimeter walls of the Common Property. The Body Corporate, Trustees and Management Company, shall not be liable for any injury to any residents or visitors within the complex.
- Note: Residents to also talk to the parents of any children not following 9.1, 9.2 and 9.3. Failure of parents taking action of complaints, residents to approach the Trustees/M.A for intervention

10. SECURITY

- 10.1 Rules relating to the security and systems currently in place are to be obeyed
- 10.2 Sensors for the main gate or codes are not to be given to visitors.
- 10.3 In the event of an emergency, the Management Company responsible for the complex or a Trustee or the Security Company must be contacted where this is in place.
- 10.4 In the event of a security system or main gate failure emergency keys are kept by the trustees/M.A
- 10.5 Any suspicious behaviour is to be reported to the Trustees/M.A
- 10.6 The mircom/access/gate/security system is not to be abused by any resident, if any person or persons are found to misuse or abuse the system they will be liable for the costs therefore and a fine of not more than R1000 may be issued by the Trustees.
- 10.7 Any person entering or exiting the complex agrees to be subjected to a security search of him/herself as well as any vehicle they may be driving as well as trailers.



11. PETS

- 11.1 Only 1 small dog may be kept in the complex with the written permission of the trustees.
- 11.2 Dogs may not be higher than 35 cm in height.
- 11.3 Any pets, (no cats allowed), may not be kept without the express written permission of the trustees/M.A
- 11.4 Only resident owners may have pets on the property. No visitors are allowed pets on the property.
- 11.5 Dogs are to be leashed at all times when taken out of the unit and while on common property.
- 11.6 The owner/s of the unit must ensure that any excrement fouled by their dog must be picked up immediately on common property and daily in their garden
- 11.7 No aviaries, kennels or other like accommodations for pets may be placed anywhere outside the unit on a permanent basis.
- 11.8 Where the Trustees have withdrawn permission for any occupants to keep a pet, such pet shall be removed from the complex within 30 days' notice of such revocation being delivered to the unit concerned failing which such pet may be removed by the SPCA at the request of the Trustees, and the Trustees may hold the occupant liable for costs therefore.
- 11.9 Owners to assist in controlling barking dogs.
No aviaries, kennels or other like accommodations for pets may be placed anywhere on common property
- 11.10 Occupants shall when their pets are on Common Property have the pets on a leash. They shall be properly controlled, wear a dog tag, with a bell, which indicates the owner's name and unit number.
- 11.12 Occupants shall ensure that their pets do not foul the Common Property. Should any pet foul the Common Property the occupant of the unit to which the pet belongs shall remove all excrement or other mess left by such pet immediately.

12. OCCUPANT'S EMPLOYEES AND CONTRACTORS

- 12.1 Occupants shall ensure that their employees and contractors comply with the provisions of these rules.
- 12.2 Residents employees and contractors may not sell alcohol, be in possession of alcohol or be drunk on the property
- 12.3 No visitors are allowed for employees working on the property
- 12.4 No Hawkers are allowed on the Common Property
- 12.5 Any owner or resident whose employees or contractors fail to abide by the Conduct Rules shall be required to remove such people from property if so instructed by the Trustees/M.A
- 12.6 All employees (i.e. helpers) and contractors shall be subject to such access control as may be imposed by the Trustees/M.A



- 12.7 The Trustees/M.A may require a formal register with access times and dates be kept for all employees (i.e. helpers) entering the complex. This is a safety precaution

13. ACTIVITIES ON THE COMMON PROPERTY

Without in anyway restricting the generality of any other of these rules

- 13.1 No hobbies or other activities may be conducted on the Common Property if they would cause a nuisance to other occupants
13.2 Hobbies or other activities which cause undue noise are prohibited.

13.3 TENANTS AND VISITORS

- 13.3.1 **The owner of any unit who lets his unit/s shall advise the Trustees/M.A of the name of the lessee and of the period of the lease and shall, at the request of the Trustee/M.A provide the Trustee/M.A with a copy of the lease and variations thereto.**
- 13.3.2 The owner/rental agent undertakes to attach a copy of these "Conduct Rules" to the lease. The owner further undertakes that all lease/s of his unit/s shall contain a term in the following words to a similar effect:
"The lessee acknowledges having received from the lessor a copy of the "Conduct Rules" for the Body Corporate. The lessee hereby agrees and undertakes to be bound thereby and to comply therewith in all respect"
- 13.13.3 Occupants are responsible for the conduct of their children and invitees, including their guests. Occupants shall ensure that all such persons comply with the provisions of these rules.

14. BUSINESS ACTIVITIES

- 14.1 No business, profession or trade may be conducted on the Common Property.
- 14.3 No auction or jumble sale may be held on the Common Property or in a unit without prior written permission from the Trustees/M.A
- 14.4 No advertisement or publicity material may be exhibited or distributed on the Common Property.
- 14.5 No business meetings shall be held or be allowed to be held on the property



15. IMPROVEMENT ON OR TO THE COMMON PROPERTY

- 15.1 No duty shall be placed upon any owner in regard to the provision of any improvement on or to the Common Property unless a proposal to make such an improvement has been approved by either a special resolution or a unanimous resolution at a general meeting of the owners of that section.

16. ALTERATIONS

- 16.1 All exterior walls and all woodwork and brickwork, including braai areas and roofs are considered Common Property.
- 16.2 No extensions, alterations, installations of swimming pool, spas or improvements of the extension of any unit is permitted. Splash pool is permitted provided a building plan and approval by the Trustees is obtained.
- 16.3 With respect to alterations or improvement to the interior of any unit, no structural changes to the water connections electric conduits or plumbing may be affected. No Weight bearing walls or beams may be removed.
- 16.4 TV aerials and satellite dishes may only be installed within the unit's perimeter walls, in a northerly direction and into the Common Property walls.
- 16.5 Dishes may only be installed by a certified DSTV contractor and the Trustees/M.A must be given a copy of the installation certificate.
- 16.6 Written permission from the Trustees/MA must be obtained before installing a Satellite dish.
- 16.7 **Dishes may not be removed when tenant moves from of his/her unit.**
- 16.8 Doors to remain as they are.
- 16.9 No part of the exterior of a unit may be altered or painted that is not uniform with the rest of the complex.

17. DAMAGE TO COMMON PROPERTY

- 17.1 Should any damage whatsoever be caused to the Common Property by an occupant, and/or any member of his family, and/or any of his visitors, and/or employees, their contractor, their children or visitors, and/or other invitee of such occupant, or should any such person cause the Body Corporate to suffer any loss or incur any liability to property the repair thereof then he/she will forthwith reimburse the Body Corporate in full in respect of such loss or expense. Should such occupant fail to repair such damage forthwith, the Trustees/M.S may cause such damage to be repaired and such occupants shall reimburse the Body Corporate in full forthwith in respect of all costs and expense arising out of or in connection therewith.
- 17.2 If the Body Corporate or the Trustees/M.A instructed a firm of Attorneys in connection with or arising out of an infringement by any occupant of any of the provisions of these rules, such occupant shall be liable to reimburse the Body Corporate on demand for all legal costs incurred in respect therefore on an Attorney and client basis



18. PENALTIES

- 18.1 If in the opinion of the Trustees/M.A an occupant is in breach of any of the provisions of these rules, the Trustees/M.A may, in their absolute discretion, impose a penalty on such occupant of any amount not exceeding R1500 in respect of such infringement. This applies to any line item where an amount has not been specified
- 18.3 Should any occupant infringe any of the provisions of these rules and persist in such infringement after 14 days' notice in writing from the Trustees/M.A calling upon him to desist from such infringement, the Trustees shall be entitled to impose upon such occupant a penalty not exceeding R1500
- 18.4 Any penalty imposed in terms thereof shall be payable by the occupant concerned to the Body Corporate on demand.
- 18.5 The imposition of any penalty in terms hereof shall be without prejudice to and shall not effect and shall be in addition to any other rights available to the Body Corporate at law, and in particular its rights to apply for and order compelling any occupant to comply with the provision of these rules or desist from infringing same.
- 18.6 If the Body Corporate or the Trustees instruct a firm of Attorneys in connection with, or arising out, of any infringement by any occupant of any of the provisions of these rules, such occupant shall be liable to reimburse the Body Corporate on demand for all its costs incurred in respect thereof on an Attorney and client basis

19. ENFORCEMENT OF AMOUNT PAYABLE

- 19.1 Any amount payable by an occupant to the Body Corporate in terms of these rules shall be deemed to be an additional levy in respect of such occupant/s unit, and the payment therefore shall be capable of enforcement as provided in rule 21 below.

20. PAYMENTS OF LEVY ETC.

- 20.1 Payment in full of rent and electricity for each month must be received by the Managing Agent by the 7th of each month.**
- 20.1.1 If full payment is not received, the Body Corporate reserves the right to institute legal action against the owner of said Unit.
- 20.1.2 Non-receipt of statement or levy statement does not excuse payment of levy and other amounts which are due. It is the tenant's responsibility to inquire timeously if no levy statement is received.
- 20.1.3 The Body Corporate reserves the right to institute interest at 2% p.m. on overdue accounts as described in the monthly levy account.



21. SUNDRY PROVISION

Without in anyway derogating from the generality of the foregoing rules and in addition thereto:

21.1 The Trustees shall have the right to take any action deemed legal to prevent any infringement or these rules.

21.2 Any occupant shall not:

Use his unit or permit his unit to be use for any purpose which is injurious to the reputation of the complex

- Do or permit to be done in his unit or on the Common Property anything which may increase the premiums payable by the Body Corporate on any insurance policy.
- Pollute the Common Property with items such as cigarettes ends, paper and other objects.
- Common Property and garden areas must at all time be kempt neat and tidy.
- Inflammable or other dangerous material or article may not be brought on to the Common Property or elsewhere in such limited quantities as are allowed under the insurance Policy or By-Laws.
- The gardeners and cleaners employed by the Body Corporate may not be employed to do any private work for occupants during working hours unless specifically authorised by the Trustees/M.A
- No firearms, pellet guns “catties” or bows and arrows may be discharged on or over the Common Property
- No stones or other solid objects may be thrown on the Common Property.
- No signs of whatsoever nature may be displayed on the Common Property without the prior written consent of the Trustees having been obtained.
- No ball games are allowed on driveway or against walls.
- **No tampering with the Fire Hydrant is allowed, Fire Hydrants are not to be used for washing motor vehicles or veranda’s, it must only be utilised for the purpose it is intended. A fine of R4000 will be issued should any person be seen or caught using it unlawfully.**
- **Tampering with an electrical meter or pre-paid meter will be subject to an investigation. If the investigation finds Malicious or Unlawful intent, criminal and civil charges may be instituted against the tenant, furthermore the tenant will be held liable for all costs of repair/replacement of the damage and consumption. Estimated historical costs will be claimed from the tenant.**
- No fire-works (pyrotechnics) are permitted within the Common Property
- Any complaints regarding the breach of “Conduct Rules” must be addressed to the Trustees/M.A. in writing



Residents in possession of a licensed fire arm must store the firearm in a safe as prescribed by law (Firearms Control Act, 2000. Firearms Control Regulations, 2004. Chapter 7 Storage, transport and carrying of firearms and ammunition).

No illegal or unlicensed firearm may be brought onto the property by anybody.

Any visitor or contractor entering the complex with a licensed firearm must declare the firearm to security when entering.

- A maximum of 2 persons are allowed to inhabit any bedroom of a unit permanent basis i.e. 2 bedroom = 4 people / 3 bedroom = 6 people etc.

22. BRAAIS & BRAAI AREA'S

Where the complex does not have braai facilities the tenants are allowed to braai in their designated gardens. Braai fires may only be made in a braaier that is serviceable and does not constitute a risk of spreading the fire.

No fires are allowed to be made on the ground.

Fires may not be made in such a manner that it constitutes a risk of igniting a secondary fire in the area. (No Bonfires).

Note: No braaing in the common area is permitted

23. LIABILITY

23.1 By entering the complex the Body Corporate does not accept any liability whatsoever as a result of any actions, activities or dealing that residents and or owners of The Complex have with visitors, employees, contractors or any other entities.

24. SEPARATION OF APPLICABLE RULES

It is noted that the conduct rules as set out will not be applicable to units 1, 2 and 3. Units 1, 2 and 3 will have a separate Conduct Rules applicable only to units 1, 2 and 3

Approved by the Body Corporate Trustees.

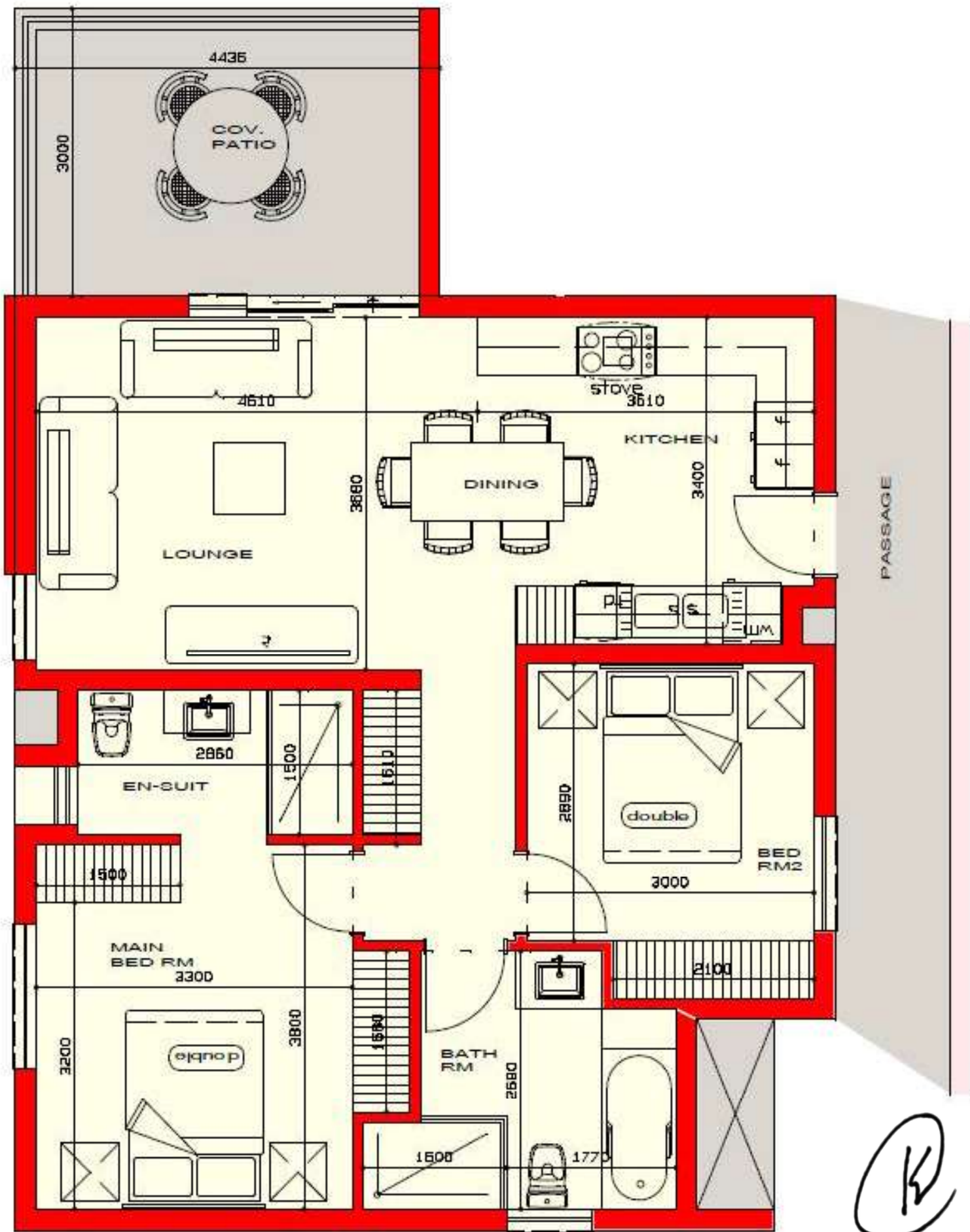
Chairperson

Trustee



Date: _____

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(K)

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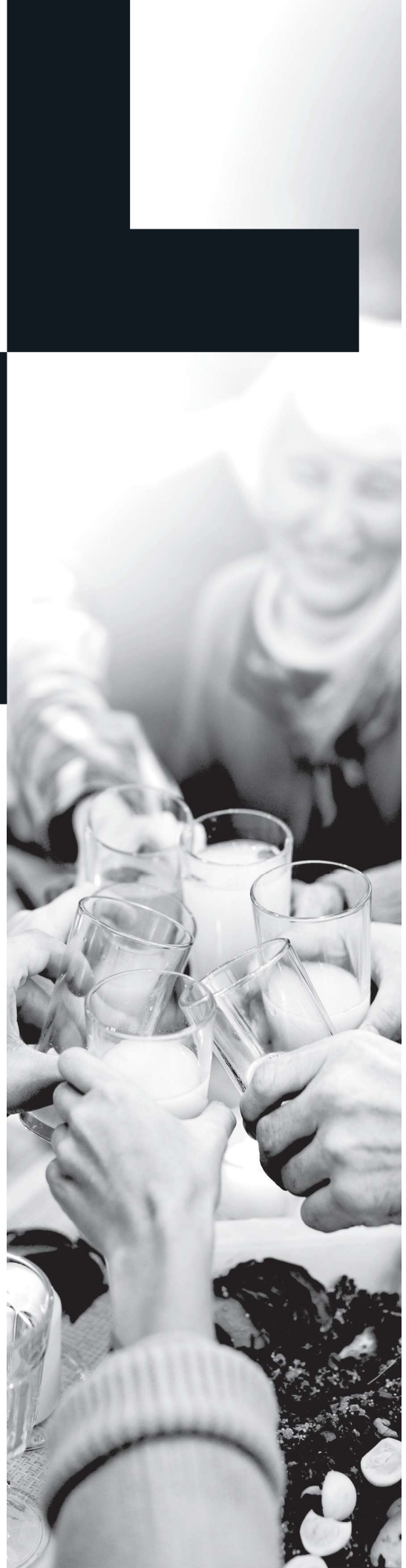
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FICA Client Pack

Purchaser / Tenant



Dear Client

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

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

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

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

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

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

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

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

Thank you for your co-operation.

Yours faithfully



PlusGroup Principal

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:  _____

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: Unit no: Mea-né

Seller: ZHEBA 28 (PTY) LTD REG. NO. 2023/210234/07

Joint Seller: _____
(Full names & surname)

Purchaser: _____

Joint Purchaser: _____
(Full names & surname)

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

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

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

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

AS WITNESS

PURCHASER

JOINT PURCHASER

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

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

AS WITNESS

SELLER

JOINT SELLER



Agent's professional fee annexure to offer to purchase

Development: Mea-Né

Property or unit description: _____

Seller/developer: ZHEBA 28 (PTY) LTD REG. NO. 2023/210234/07

Purchaser: _____

Joint Purchaser: _____

Agent: _____

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

1. The purchase price of the sale of the property mentioned above includes the Agent's professional fee of 6% Plus VAT 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 : PLUS GROUP – PURCHASER VIEWING & COMMISSION DISCLOSURE FORM

Date: _____

Development: _____

Unit: _____

Property Address:

Purchaser Name & Surname:

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

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

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



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

Selling Agent

Name & Surname: _____

Agency Name: _____

Contact Number: _____

Signature of Agent: _____ Date: _____

Joint Selling Agent

Name & Surname: _____

Agency Name: _____

Contact Number: _____

Signature of Agent: _____ Date: _____

Signature of Principal (Kobus Du Plessis):  _____

Witness Name & Signature: _____ Date: _____

