OFFER TO PURCHASE

CONSTITUTING A DEED OF SALE (SECTIONAL TITLE UNIT) BETWEEN:

Hereinafter referred to as the “**Seller**”

Name	:	Purple Roof Developers (Pty) Ltd
Registration Number	:	2013/047999/07
Herein represented by	:	J P JOUBERT or any duly authorised agent
Physical Address	:	44 Slanghoekrivier Crescent, Graanendal Estate, Durbanville, 7550
Fax No.	:	086 934 2294 Tel No: 082 934 2294

and

Hereinafter referred to as the “**Builder**”

Name	:	MIDFIX CC
Registration Number	:	2006/062513/23
Herein represented by	:	J P JOUBERT or any duly authorised agent
Physical Address	:	44 Slanghoekrivier Crescent, Graanendal Estate, Durbanville, 7550
Fax No.	:	086 934 2294 Tel No: 082 934 2294

and

Hereinafter referred to as the “**Purchaser**”

Full Name: (1)____

(2)____

Identity number: (1) ____________________ (2)____________________

Marital status: (1) ____________________ (2)____________________

If married (1) COP/ OUT OF COP (2) COP/OUT OF COP

Corporate Entity: ____

Registration Number: ____

Herein represented by: ______________________________duly authorised thereto

Postal Address: ____

Physical Address: ____

Cell phone No. : (1) ____________________ (2) ____________________

Telephone No.. : (1) ____________________ (2) ____________________

Email : (1) ____

(2) ____

Hereby makes an offer to purchase the under mentioned property from the "Seller" through **Plus Group Properties (Pty)Ltd**, the **"Agent",** represented by ______________________________, who is registered with and acts as an independent contractor of **PlusGroup** and its subsidiaries nationally**.**

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS:-

Unless the context clearly indicates otherwise, the following words, names or expressions shall have the following meanings in this document:

1.1 "Annexures" is
Annexure 1 - Development Lay-out Plan
Annexure 2 - Unit Lay-out Plan
Annexure 3 - Specifications
Annexure 4 - Agents Professional Fee
Annexure 5 – POPI Act
Annexure 6 – FICA Questionnaire

1.2 "Body Corporate" is the controlling body in terms of section 36 of the Sectional Titles Act 95 of 1986;

1.3 "Bond Registration Attorney" means **BERT SMITH INCORPORATED** LORD CHARLES BUILDING ,337 BROOKLYN STREET BROOKLYN PRETORIA (012) 754 0400 Attention Suzette de Kock

1.4

BANK PANEL NUMBERS:

FNB: Bert Smith Incorporated
ABSA: 2280 Bert Smith Incorporated
Nedbank: 1502 Bert Smith Incorporated
Standard Bank: 4770 Bert Smith Incorporated

1.5 "Conditions of Establishment" are the conditions relating to the establishment of the township which are to be issued by the local authority;

1.6 "Conveyancer" means **BERT SMITH INCORPORATED**
Attention Bert Smith / e-mail:bert@bertsmith.co.za / Cell 082 578 3104

1.7 "Guarantee date" is 7 (SEVEN) days after being requested to deliver the guarantees with the understanding that the guarantees will not be requested before the loan is obtained. If this agreement is not subject to a condition that the Purchaser must obtain a loan then the guarantee date is within 7 days of being requested to deliver guarantees by the conveyancers;

1.8 "local authority" is the City of Tshwane Metropolitan Municipality;

1.9 "Ordinance" is Ordinance (Transvaal) No.15 of 1986 (as amended from time to time);

1.10 "Property" is Unit no ________ with door no __________ including an undivided share in the common property of the scheme known as Justice Court, Erf 543 Muckleneuk, 749 Justice Mahomed Street. In extent: The Unit ________________________ approximately square metres, consisting of dwelling, double garage and covered patio. In accordance with the Unit Layout Plan hereto annexed together with an undivided share in the common property;

1.10 “Participation quota” is the percentage allocated to the section in the sectional plan, expressed to four decimal places and arrived at by dividing the floor area of the unit, correct to the nearest square metre, by the floor area of all the sections in the buildings comprising the sectional scheme, correct to the nearest square metre;

1.11 "Registrar of Deeds" is the Registrar of Deeds, Pretoria and the "Deeds Office" is the Deeds Office in respect of which the said Registrar of Deeds has jurisdiction;

1.12 “Sectional scheme” means the sectional scheme known as **JUSTICE COURT**

1.13 "Town" or "township" is ERF 543 Muckleneuk, Pretoria;

1.14 "Transfer" means registration of transfer of the property in the Purchaser's name

1.15 “Conveyancer’s bank account” means **BERT SMITH INCORPORATED FNB BANK ACC 51081140331 BRANCH CODE 261550**

1.16 “Bond originator” means **Independent Bond Originators, Demi Nel, Cell: 083 953 5788 Tel: 012 346 4773.**

1.17 “The Consumer Protection Act” the Consumer Protection Act 68 of 2008 together with the regulations thereto. (hereinafter referred to as the CPA)

2. PREAMBLE:-

2.1 The Purchaser acknowledges that he is aware that building operations will take place upon the premises and that the said building operations may cause the Purchaser certain inconvenience, but that he shall have no claim whatsoever against the Seller or any other owner for any such inconvenience.

2.2 **The Sectional Title Register has not yet been opened at the time when the Purchaser is making this offer** and the Seller shall take all steps necessary for the opening of the Sectional Title Register.

2.3 The Purchaser understands and agrees that it will not be possible for the Seller to give transfer of the Purchaser's unit until the Sectional Title Register has been opened and the Purchaser accepts that he will not be entitled to claim cancellation of this Agreement or damages from the Seller should the opening of the Sectional Title Register, for whatever reason, be delayed.

3. PURCHASE AND SALE:-

The Seller hereby sells the property to the purchaser, who purchases it, subject to:

3.1 the provisions contained or referred to in this document;
3.2 the conditions of title contained in the title deed/s of the sectional scheme;
3.3 the provisions of the Conditions of Establishment of the Township;
3.4 the Management and Conduct rules of the sectional title scheme;
3.5 the provisions of the Home Owners Association (where applicable). The purchaser undertakes to become and remain a member of the HOA and to abide by the rules and provisions of the HOA.

Copies of all of the above are available from the seller at the request of the Purchaser

4. PURCHASE PRICE AND PAYMENTS:-

4.1 The purchase price of the property is **R 2,550,000.00 (Two Million Five Hundred and Fifty Thousand Rand Only)** which amount includes Value Added Tax ("VAT");

4.2 The deposit, being the difference between the loan amount and the purchase price, is R_______________________ (____ _______________________) and is payable on ____________________________20_____

4.3 The deposit will be held in an interest bearing trust account with the Conveyancer in accordance with the provisions of Section 86(4) of the Legal Practice Act No 28 of 2014 the interest to accrue to the Purchaser. The Purchaser hereby specifically authorises the Conveyancer to deposit these monies in such an interest bearing trust account on his behalf. It is recorded that the Conveyancer shall only be able to receive or invest the funds once it has been furnished by the Purchaser with all documentation required by the Conveyancer by virtue of the Financial Intelligence Act (FICA); which documentation the Purchaser shall furnish to the Conveyancer on date of payment of the deposit. The Conveyancer will invest the deposit within three days after all FICA documents have been delivered to the Conveyancer, with the understanding that the Purchasers cheque has been cleared by the bank.

4.4 The balance of the purchase price is payable on registration of transfer and the Purchaser shall by not later than the guarantee date, furnish the Seller's Conveyancer with an acceptable bankers' guarantee for the purchase price, which guarantee will be expressed to be payable on registration of transfer of the property into the Purchaser's name and will be made out in favour of such party as the Seller or its Conveyancer may nominate in writing and failing any such nomination by the guarantee date, will be made out in favour of the seller.

4.5 All amounts payable in terms of this agreement shall be paid without deduction at the Seller's address or to the transferring attorney (at the Seller's option) or at such other place or places in the Republic of South Africa as the Seller may indicate in writing.

5. LOAN:-

5.1 The agreement of sale is subject to the suspensive condition that the Purchaser is able to obtain a quotation and a loan from any South African bank or approved financial institution in the sum of R________________________ (____ ____) within a period of **21 (TWENTY ONE) days from date of signature** by the Purchaser hereof (the "loan date"). In the event (for whatever reason) of such mortgage bond not being granted by the loan approval date, there will be an **automatic extension of a further 7 (SEVEN) days**, unless the Purchaser is given 48 (FOURTY EIGHT) hours written notice to the contrary by the Seller's Conveyancers. This condition is in favour of the Seller and the Seller is entitled to extend the period at his discretion by giving written notice of extension to the Purchaser.

5.2 The Purchaser undertakes to furnish the bond originators appointed by the Seller with all required documentation and information and sign all required bond application forms **within 5 (five) days from date of signature of this sale agreement by the Purchaser**. The Purchaser accepts the limitation of the service provider to the chosen bond originator as the bundling of the services is to the benefit of the Purchaser.

5.3 The Purchaser acknowledges that he/she is aware that should the Purchasers act or ommission frustrate the Bond Originator in submitting a loan application the doctrine of fictitious performance will apply and the suspensive condition will be deemed to be met.

6. INTEREST – LATE PAYMENT – DELAY IN TRANSFER:-

6.1 Without prejudice to, but in addition to any other rights which the seller then may have, the Seller will be entitled to payment of interest by the Purchaser on all amounts due in terms of

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this agreement, but which are in arrear. Such interest will be calculated at a rate equal to the prime rate of interest charged from time to time by ABSA Bank Limited on unsecured overdrafts to its most favoured customers, plus 2% (two percent). A certificate signed by any manager of any branch of the said bank will be evidence at face value of the said interest rate and the person purporting to issue the certificate will not have to prove his office as such. The purpose of this clause is not to give the Purchaser a right to postpone any payment.

6.2 Should the transfer be delayed by the Purchaser's fault then without prejudice to the Seller's other rights, the Seller will be entitled to payment of interest on the unpaid portion of the purchase price at the rate stipulated in clause 6.1 for the period of the delay. The purpose of this clause is not to give the Purchaser a right to delay the transfer.

7. OCCUPATION AND POSSESSION:-

7.1 The Seller shall give the Purchaser 30 (thirty days) written notice of date of occupation.

7.2 The Seller shall give and the Purchaser shall take vacant occupation on the occupation date. The failure on the part of the Purchaser to take physical occupation (whether personally or by agent) or to accept the keys to the Unit shall not affect the occupation date nor the obligations towards the Seller regarding the payment of occupational rent. Occupation of the Unit and/or exclusive use area by the Purchaser or anybody through the Purchaser shall not create a tenancy, i.e. in the event of this agreement being cancelled, all rights to the occupation of the Unit and exclusive use areas shall lapse, and the Unit and exclusive use areas shall be vacated forthwith

7.3 The Purchaser will be obliged to pay the **monthly occupational rent in the amount equal to 0.6% (Zero point Six Percent) of the purchase price** which occupational rental shall be payable in advance on the 1st day of each month following date of occupation up until date of registration of transfer.

7.4 The right and obligation to occupy and possess the property will pass to the purchaser on the occupation date, provided that the Purchaser has complied with all its obligations and paid all monies payable in terms of this agreement, and signed all transfer and bond documentation including the retention letter.

8. LEVIES:-

8.1 As from date of occupation the Purchaser shall be liable for payment to the Seller for all electricity and water consumed in respect of the property from date of occupation of the property until date of transfer.

8.2 The developer shall be liable for the levies until date of transfer.

9. RISK:-

The risk of profit and loss relating to the property will vest in the Purchaser as from the date of transfer

10. GUARANTEES AND CONDITIONS:-

10.1 Where the CPA has application, section 55(2) is applicable, except to the extent contemplated in section 55(6) which determines that a consumer has the right to receive goods that-

10.1.1 are reasonably suitable for the purpose for which they are generally intended
10.1.2 are of good quality, in good working order and free of any defects
10.1.3 will be useable and durable for a reasonable period of time, having regard to the normal use and surrounding circumstances
10.1.4 comply with the applicable standards set under the Standards Act

10.2 Section 55(6) of the CPA provides that the provisions of clause 10.1 above will not be applicable where:

10.2.1 the consumer has been expressly informed that the property was offered in the specific condition

10.2.2 the consumer has expressly agreed to accept the goods in the condition, or knowingly acted in a manner consistent with accepting the property in that condition.

10.3 The seller does not furnish any explicit guarantees in regard to the property.

10.4 The purchaser will inspect the property and compile a snag list as set out below containing all the patent defects to the property. In completing the aforesaid the Purchaser releases the Seller from any liability regarding patent defects.

10.5 The Seller warrants the property complies with the requirements of clause 10.1 above in as far as there is not a separate guarantee given by any distributor, e.g. guarantees by the NHBRC of distributor guarantees for geyser etcetera.

10.6 The Seller accepts that all the requirements of 10.1 have been met on signature of the retention letter.

10.7 In the event that the Consumer Protection Act 68 of 2008 does not apply to the transaction between the parties it is hereby recorded, despite any other provision to the contrary, that clause 10.1 to 10.3 will not apply and that the property is sold *voetstoots* to the purchaser and that the purchaser shall have no claims of any nature against the seller for any defects in the property.

10.8 **The Purchaser shall within 7 (SEVEN) days of the occupation date, or within 7 (SEVEN) days after being requested to do so, advise the Seller in writing of any snags in the unit arising from defective materials or workmanship**, and the Seller undertakes to repair same. The Seller shall within a reasonable time of receiving such advice from the Purchaser make good such faults or defects. These faults can only be rectified during normal working hours being from 7h00 to 16h00 daily Monday to Friday and public holidays excluded. The Purchaser indemnifies the Seller against any claims arising from possible thefts and or damages to the Purchasers possessions during these repairs.

10.9 The Seller will not be liable for any change in the property's condition which may occur or be caused after the occupation date, whether due to normal wear and tear or to erosion, climatic conditions or otherwise.

10.10 The Seller will be entitled to make alterations to the unit on condition that it enhances the value of the property.

11. POSITION AND PARTICIPATION QUOTA OF PROPERTY:-

The Seller records that the participation quota, shape and the position and/or extent of the property is indicated on the sectional lay out plan. If on the survey of the property for purposes of the sectional plan its participation quota, precise shape, position or extent differs from that indicated on the said sectional layout plan, the Purchaser will not be entitled by virtue thereof to cancel this agreement or to claim any amount of money from the Seller, whether by way of a reduction in purchase price or as damages or otherwise, provided that such variation shall not exceed 7.5% (seven, five per centum) of the extent set out in clause 1.8 above.

12. RESALE OF PROPERTY BEFORE REGISTRATION INTO THE PURCHASERS NAME:-

The parties agree that the purchaser will not be able to market and sell the property to third parties before registration into purchaser’s name, except where written consent and the conditions on which the resale will be allowed have been obtained from the Seller.

13. NO IMPROVEMENTS PRIOR TO TRANSFER:-

Prior to the date of transfer the Purchaser shall not, without the Seller's prior written consent, be entitled to erect any improvements or changes of a structural nature to the building or other structure on the property. Prior to the occupation date the Purchaser may not make changes to the unit without written consent from the developer/seller.

14. TRANSFER:-

14.1 Transfer shall be affected by the Conveyancer within a reasonable time after –

14.1.1 signature of the agreement and fulfilment of the suspensive conditions;

14.1.2 the Purchaser has complied with all his obligations in terms of this agreement;

14.1.3 the Purchaser has paid all ancillary costs/ pro rata levies or rates payable, which the Purchaser shall be liable to pay to the Conveyancer on demand; and

14.1.4 the Purchaser has signed all necessary documents and provided all necessary information and copies of such documentation for the purpose of transfer which the Purchaser shall be obliged to do within 3 (three) days of being called upon to do so by the Conveyancer.

14.1.5 The property becomes registerable.

14.2 The Purchaser acknowledges that;

14.2.1 he has read and approved all the Annexures;

14.2.2 he will have no claim of whatsoever nature against the seller for any damages or loss should the projected completion date and/or transfer be delayed.

15. COSTS:-

15.1 **The transfer and bond costs of and related to the registration of transfer of ownership of the property in his name, will be paid by the Seller**, provided that such transfer and bond registration is attended to by BERT SMITH INCORPORATED , and that the bond is originated by the bond originator as stated above. The limitation of the service provider is accepted by the Purchaser as the bundling of the transfer and bond will have the advantage of expedient registration and financial benefit as the developer will then pay the conveyancer at a concession rate.

15.2 The Purchaser shall be liable:

15.2.1 for all financial institutions' valuation and administrative fees, as well as the insurance certificate fee;

15.2.2 to pay an estimated provisional sum in respect of provisional levies to the body corporate and Home Owners Association for services to be provided. The actual levy will amount to such an amount as will be determined from time to time by the Body Corporate and Home Owners Association.

15.2.3 to pay an estimated provisional sum in respect of electricity and water consumption to the municipality or conveyancer for services to be provided. The actual electricity and water consumption will amount to such an amount as is calculated in terms of the participation quota from date of occupation.

15.2.4 the purchaser is obliged to pay the said costs by not later than 5 (FIVE) days after being requested to do so by the Conveyancer.

16. AGENT'S COMMISSION:-

Agents' commission is payable in the amount as set out in the commission agreement, and will be deemed to be earned and payable on fulfilment of all suspensive conditions. It is recorded that any agents commission which may become payable as a result of this agreement shall be payable by the Seller, and the Seller authorises the payment thereof on registration of the transfer in the Pretoria Deeds Office. However, should this sale agreement be cancelled by reason of the breach of contract by the Purchaser, the Purchaser shall be liable for the payment of the agents commission and the agents shall have no claim against the Seller. The Agent will be entitled to recover the commission due and payable under this agreement from the Purchaser.

17. TRANSFER DUTY DOCUMENTS:-

17.1 The parties hereby authorize the Seller's conveyancers to sign all transfer duty /VAT declaration documents on their behalf.

17.2 The Purchaser warrants that all his/her tax matters are in order and all tax returns are up to date. Should this not be the case the Purchaser will be liable for the damages caused by the delay in transfer as well as the penalty interest as set out in clause 6.

18. GENERAL:-

18.1 Whole agreement

This document contains the whole agreement between the parties and there are no prior or parallel agreements between them.

18.2 Warranties and/or Representations

No warranty has been given or representation made by or on behalf of the Seller which induced the Purchaser to enter into this agreement. It is specifically agreed that no representation, made by any estate agent in respect of the property or any other aspect of this agreement will be binding on the Seller.

18.3 Writing

No alteration, addition, deletion or consensual cancellation of or to neither this agreement nor the waiver of any right will be of any force unless reduced to writing and signed by the Seller and the Purchaser.

18.4 Indulgence

No indulgence granted by the seller in respect of the performance by the Purchaser of any obligation undertaken in terms of this agreement will novate the agreement or prejudice the Seller's rights in any manner.

18.5 Domicilia and notices

18.5.1 The parties respectively elect:

18.5.1.1 the street addresses appearing under their names on the first page of this document as their respective domicilia citandi et executandi;

18.5.1.2 the postal addresses appearing under their names on the first page of this document for purposes of notices and correspondence given in terms of this agreement.

18.5.1.3 the fax number and email address appearing under their names on the first page of this document for purposes of notices and correspondence given in terms of this agreement.

18.5.2 Any notice given by prepaid registered mail to the Purchaser care of his postal address elected in clause 18.5.1.2 above will be deemed to have been received by the Purchaser and its contents to have come to the Purchaser's notice on the 7th (SEVENTH) day after the date on which it is posted in the Republic of South Africa or on the date upon which the notice is successfully transmitted to the purchaser's chosen fax number or email address, provided such fax or email is transmitted between the hours 08h00 and 17h00, Mondays to Fridays (both included). Furthermore, any notice to a party contained in a correctly addressed envelope and which is delivered by hand to a responsible person during ordinary business hours at the address such party has chosen as his physical address, shall be deemed to have been received by the addressee and the contents thereof to have come to the addressee's notice upon such delivery.

18.5.3 A party is entitled to amend its chosen street address ,postal address, fax number or email address by giving written notice of the amendment to the other party, which notice shall be delivered or sent by prepaid registered post to the other party and will become binding on the other party upon receipt thereof.

18.6 **Breach:-**

Should the purchaser fail to comply punctually with any provision of this agreement, whether it be a material provision or not, the Seller will be entitled to notify the Purchaser in writing by prepaid registered mail addressed to the Purchaser's address chosen in clause 18.5.1.2 or by letter handed or transmitted by fax or email to the purchaser of the failure and make demand to the Purchaser to rectify the failure within 5 (five) days from the date on which the letter is handed or faxed to the Purchaser or is posted by prepaid registered mail (as the case may be) and should the Purchaser fail to remedy the breach by the said date, the Seller will then be entitled without prejudice to any other rights which it may have and without further notice or process:

18.6.1 to cancel this agreement and to claim damages from the purchaser and in such event the seller will be entitled to retain all amounts already paid by the purchaser in terms of this agreement as pre-estimated, liquidated damages or alternatively, to claim its actual damages from the purchaser in which latter event the seller will be entitled to retain all amounts already paid by the Purchaser until its damages have been quantified and then to set off its damages against the said payments; or alternatively

18.6.2 to claim specific performance by the purchaser of all its obligations in terms of this agreement including the payment by the purchaser of the full outstanding balance of the purchase price despite the fact that the said balance of the purchase price may, but for this provision, not yet be due. In addition the Seller will be entitled to claim damages from the Purchaser.

18.7 Should this sale agreement be cancelled by the Purchaser, after fulfilment of the suspensive conditions the Purchaser shall be liable for the payment of the wasted costs of the conveyancer on the prescribed tariff scale of the Law Society. The Purchaser irrevocably authorizes the conveyancer to recover any such amount from the deposit paid.

19. SELLER’S RIGHT OF ACCESS:-

The Seller and/or its authorised agent/s and/or contractors shall at all times have the right to enter upon the property for the purpose of inspection and to conduct such work and to make such excavations and to temporarily deposit such material as the seller may determine or require for all purposes in connection with the installation of services or otherwise.

20. SEVERABILITY:-

Every paragraph and every clause contained in this document is severable from every other paragraph and/or clause and should any paragraph or clause (or part hereof) be void or voidable and the rest of the agreement will remain in force.

21. CAPACITY OF PURCHASER:-

21.1 If this agreement is entered into by or on behalf of a person in his capacity as an agent or trustee for a company to be formed, such person shall be personally liable and regarded as the Purchaser in the event of the company not being formed and the purchase of this property not being ratified within 21 (TWENTY ONE) days after acceptance of this offer. The person signing this contract on behalf of the company or close corporation to be formed will be deemed to have bound themselves as surety for and co-principal debtor with such company or close corporation.

21.2 In the event where the Purchaser is a registered company or close corporation, the Purchaser warrants to the Seller that all the Directors of such company or members of such close corporation are themselves, jointly and severally, bound as surety and co-principal debtor *in solidum* with the Purchaser in favour of the Seller regarding all the Purchaser's liability and responsibility regarding this contract.

21.3 If this contract is signed by more than one person as Purchaser, the obligations of all the signatories shall be joint and several. If this contract is not signed by all the persons named as Purchaser, this contract shall nonetheless be and remain binding on the Purchasers who have signed this contract.

21.4 In the event where the Purchaser wants to purchase the property in the name of a Trust, Close Corporation or Company, it is his obligation to produce for the Conveyancer, within 30 (THIRTY) days after signing of this agreement, all the necessary documentation or any additional documentation requested by the Conveyancer. By default hereof, the Purchaser will take transfer of the property in his own name.

22. RIGHT OF TERMINATION:-

22.1 In the event that this agreement is both subject to the Consumer Protection Act 68 of 2008 and was entered into as a result of direct marketing, and only in that instance may the purchaser in terms of Section 16 read with section 32 and Annexure C to the regulations in terms of the Consumer Protection Act 68 of 2008 in the prescribed manner rescind a transaction resulting from any direct marketing without reason or penalty by notice to the supplier in writing or another recorded manner and form, within 5 business days (excluding Saturdays, Sundays and public holidays) after the later of the date on which

22.1.1 the transaction or agreement was concluded; or
22.1.2 the property that is the subject of the transaction was delivered to the consumer.

22.2 Where the transaction is rescinded as in clause 22.1 the Seller will return any payment received from the Purchaser in terms of the transaction within 15 business days (excluding Saturdays, Sundays and public holidays after

22.2.1 receiving notice of the rescission, or
22.2.2 receiving the property from the Purchaser and

22.3 The property will be returned to the Seller at the Purchaser's risk and expense, including cost and expenses involved in returning and restoring occupation , possession and ownership (where applicable) and including but not limited to costs such as transfer duty, VAT, bond cancellation costs, legal costs and other costs incidental to returning occupation, possession and ownership of the property.

22.4 The Seller confirms that the agreement was not entered into due to direct marketing and that no undue influence was exercised over the Purchaser to enter into this agreement.

23. CESSION TO A THIRD PARTY BY THE SELLER:-

The seller has the right to cede or sell the scheme to another entity provided the terms and conditions pertaining to the Purchaser as well as his obligations in terms of this contract do not change. The Purchaser agrees to sign all documents necessary to facilitate this transfer within 3 days of being requested to do so when and if requested by the Seller.

24. SIGNATURE OF RETENTION LETTERS:-

The Seller, his agent or Conveyancer may, after practical completion of the unit, give the Purchaser 3 (three) days written notice to sign the retention letter. The Purchaser may not refuse signature of the letter for matters resorting under snags. Snags are defined as matters of a "cosmetic" nature, and not structural defects. (See clause 7 for matters pertaining to snags).

25. NHBRC:-

It is hereby recorded that Midfix CC will attend to the construction /building of the sectional title unit and be the responsible Contractor/ Registered Home Builder registered with the National Home Builders Registration Council (NHBRC) and undertake to comply with the required legislation and the regulations of the act. The builder as aforesaid guarantees that all patent and latent defects will be remedied within a period a 90 days from date of occupation by the purchaser.

26 ARBITRATION:-

If any dispute or difference shall arise between the Customer or the Bank on his behalf, and the Contractor, during the progress and before completion of the Works or after the termination of the employment of the Contractor under this contract, abandonment or breach of the contract, as to the construction of the contract, or as to any matter or this arising thereunder, or as to the withholding by the Bank of any draw to which the Contractor may claim to be entitled, then an architect, civil engineer, quantity surveyor or any other professional person involved in the Building Industry appointed by the Bank ("the Arbitrator") shall determine such dispute or difference by a written decision given to the Contractor. The said decision shall be final and binding on the parties, unless the Contractor, the Bank or the Customer within fourteen days of the receipt thereof by written notice to the Arbitrator disputes the same in which case or in case the Arbitrator for fourteen days after a written request to him by the Customer or the Contractor fails to give a decision as aforesaid, such dispute or difference shall be referred to the arbitration and final decision of an Arbitrator selected by the Bank from two persons nominated on the request of either party by the President-in-Chief for the time being of the Institute of South Africa Architects, and the award of such Arbitrator shall be final and binding on the parties.

The Arbitrator shall have power to disclose, review and revise any certificate, opinion, decision, requisition or notice, and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given as aforesaid, in the same manner as if no such certificate, opinion, decision, requisition or notice had been given, upon every or any such reference, the costs of and incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount thereof, or direct the same to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid.

27. CONTINUED MARKETING:-

27.1 In the event that, this agreement is subject to the purchaser requiring mortgage loan finance, contemplated in clause 5.1 above, then:

27.1.1 The purchaser acknowledges that the seller shall be entitled to continue to market the property through the agent and accept other offers through the agent in respect of the property.

27.1.2 The seller shall be obliged to proceed with the first offer where all the suspensive conditions are fulfilled, and where written confirmation is received by the Conveyancer in this regard. All other accepted offers will thus be terminated, and the Parties reciprocally and irrevocably acknowledge that they shall have no further claims against one another arising out of these Agreements.

27.1.3 For purposes of clause 27.1.2 above, it will only be accepted that the bond approval suspensive condition (clause 5) has been fulfilled if all conditions attaching to such bond approval, given by the financial institution, has been complied with and such approval has therefore become unconditional.

28. IRREVOCABLE OFFER:-

This offer is irrevocable until 24h00 on ________________________________20________ and is binding upon acceptance irrespective of notification of acceptance to the Purchaser.

29. OTHER CONDITION'S:-

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____

SIGNED at ________________________ on this_____ day of ________ _________________ 20__.

AS WITNESSES:

1. ________________________ ________________________

PURCHASER ONE

SIGNED at ________________________ on this_____ day of __________________________ 20__.

AS WITNESSES:

1. ________________________ ________________________

PURCHASER TWO

SIGNED at ________________________ on this _____ day of _________________________ 20__.

AS WITNESSES:

1. ________________________ ________________________

Purple Roof Developments (Pty)Ltd
2013/047999/07
Herein represented by JP Joubert

AS WITNESSES:

1. ________________________ ________________________

MIDFIX CC 2006/062513/23
Herein represented by JP Joubert

I/we hereby warrant the validity of my/our Fidelity Fund Certificate as at the date of the signature of this agreement, and I/we further hereby accept the benefits conferred upon me/us in this Agreement:

Signed By Gert Jacobus du Plessis: _____________________ Date________________20______
Principal Property Practitioner, hereby certifying that the Agreement has been concluded under my supervision as required in terms of the Property Practitioners Act, 22 of 2019, read with the Property Practitioners Regulations, 2022.

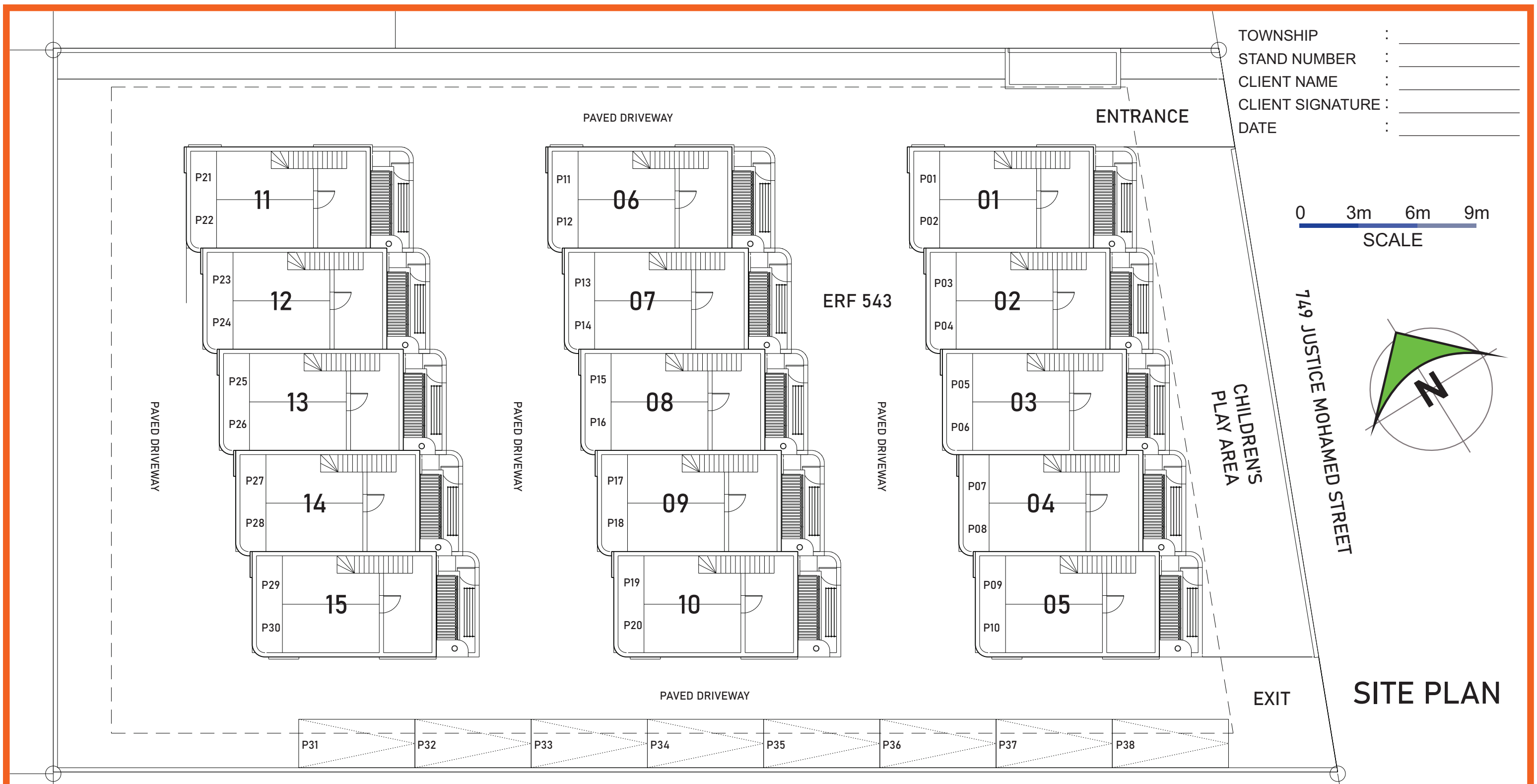
TOWNSHIP :

STAND NUMBER :

CLIENT NAME :

CLIENT SIGNATURE :

DATE :



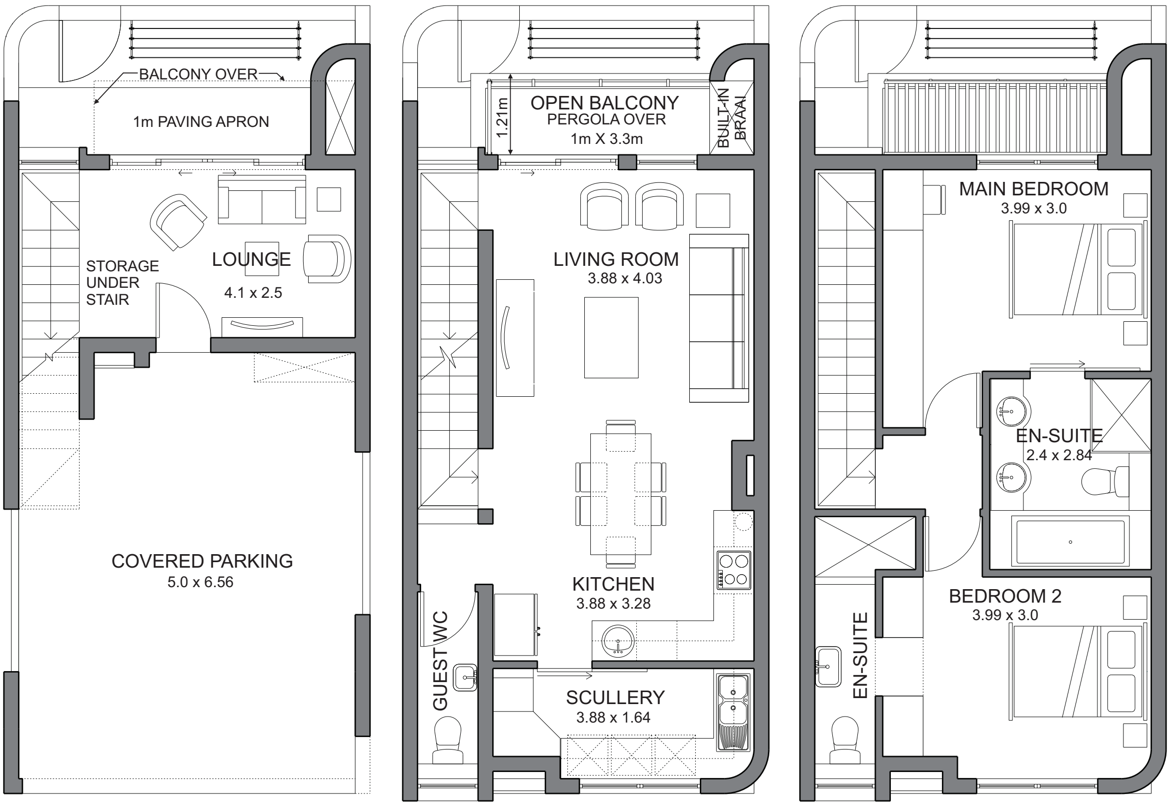
SITE PLAN

UNIT NUMBER	UNIT 1	UNIT 2	UNIT 3	UNIT 4	UNIT 5	UNIT 6	UNIT 7	UNIT 8	UNIT 9	UNIT 10	UNIT 11	UNIT 12	UNIT 13	UNIT 14	UNIT 15
GROUND FLOOR UFL															
UNDER COVER PARKING	35 m²	34 m²	34 m²	34 m²	35 m²	35 m²	34 m²	34 m²	34 m²	35 m²	35 m²	34 m²	34 m²	34 m²	35 m²
UNDER COVER PATIO	16 m²	15 m²	15 m²	15 m²	16 m²	16 m²	15 m²	15 m²	15 m²	16 m²	16 m²	15 m²	15 m²	15 m²	16 m²
FIRST FLOOR	51 m²	50 m²	50 m²	50 m²	51 m²	51 m²	50 m²	50 m²	50 m²	51 m²	51 m²	50 m²	50 m²	50 m²	51 m²
SECOND FLOOR	45 m²	44 m²	44 m²	44 m²	45 m²	45 m²	44 m²	44 m²	44 m²	45 m²	45 m²	44 m²	44 m²	44 m²	45 m²
TOTAL	147 m²	143 m²	143 m²	143 m²	147 m²	147 m²	143 m²	143 m²	143 m²	147 m²	147 m²	143 m²	143 m²	143 m²	147 m²

Justice Court MUCKLENEUCK, PTA EAST

PLEASE NOTE:
THAT THIS IS AN ARTIST IMPRESSION ONLY.
FURNITURE, VEHICLES, AND LANDSCAPING NOT INCLUDED

+G



GROUND FLOOR　　FIRST FLOOR　　SECOND FLOOR

UNITS 1,5,6,10,11 & 15	
GROUND FLOOR	
COVERED PARKING	35 m²
UNDER COVER PATIO	16 m²
FIRST FLOOR	51 m²
SECOND FLOOR	45 m²

UNITS 2,3,4,7,8,9,12,13 & 14	
GROUND FLOOR	
COVERED PARKING	34 m²
UNDER COVER PATIO	15 m²
FIRST FLOOR	50 m²
SECOND FLOOR	44 m²

TOWNSHIP : ____________
STAND NUMBER : ____________
CLIENT NAME : ____________
CLIENT SIGNATURE : ____________
DATE : ____________

0　1m　2m　3m
SCALE

+G

Justice Court MUCKLENEUCK, PTA EAST

PLEASE NOTE:
THAT THIS IS AN ARTIST IMPRESSION ONLY.
FURNITURE, VEHICLES, AND LANDSCAPING NOT INCLUDED

Purple Roof Developers (Pty) Ltd

ANNEXURE 3 - Specifications and schedule of finishes for stand 543 Muckleneuk

FOUNDATIONS
All floors to comply with Part J of SABS 0400.
Qualified structural engineers certification with professional land surveyors diagram
25 Mpa concrete to surface beds 85 mm thick, floated to a smooth finish to accept cement screed.
All floors must be a minimum of 170 mm above ground level.
All excavations to comply with Part G and H of SABS 0400.

EXTERNAL WALLS
All walls in accordance with Part K of SABS 0400.
Construct the external walls complete, including all walls and openings, finishing and everything necessary to construct the external envelope of the building.
External walls shall be built in clay or cement bricks 220mm wide, bedded and jointed in class 2 cement mortar including all necessary expansions joints (if indicated by the Engineer), brick reinforcement and sundry labors.
Damp proof courses shall be provided to the Architects details and shall be SABS approved DPC and lapped 150 mm at all angles and overlaps.
All exterior walls to be plastered in a 6:1 sand cement finish to a minimum average thickness of 12 mm.
All DPC to comply with SABS 248, 952 and 298.

INTERNAL WALLS
All walls in accordance with Part K of SABS 0400.
Internal wall shall be built in clay or cement bricks, 220 mm or 110 mm wide, bedded and jointed in 6:1 cement mortar, including all necessary expansion joints (if indicated by the Engineer), brick reinforcement and sundry labors.
Damp proof courses shall be provided to the Architects details and shall be SABS approved DPC and lapped 150 mm at all angles and overlaps.
All interior walls to be plastered in a 6:1 sand cement finish to a minimum average thickness of 12mm.

ROOF
Roof to comply with Part L of SABS 0400.
As per working drawing
Barge boards as standard

WINDOWS AND WINDOW FRAME
All glazing to SABS 0137 and 1263.
Powder coated aluminum window frames with appropriate finish according to plan.
Windows as per plan.

BOUNDARY WALLS
All walls in accordance with Part K of SABS 0400.
To encircle erf as per plan. Built with NFX semi-face bricks

Purple Roof Developers

(Pty) Ltd

PLUMBING AND DRAINAGE
All work to comply with Part P of SABS 0400.
110 mm Sewer pipes and 50 mm waste pipes are used as required by the Local Authority.
All hot and cold pipes chased into the walls shall be copper.
All waste pipes shall be PVC.
1 X 150L Solar Geyser will be fitted with approved pressure reducing and overflow valves.
The hot and cold taps to baths, basins and sinks shall be placed consistently hot on the left hand side.
Dishwasher and washing machine outlets allowed for.
All installations will comply to the minimum SANS standards.

ELECTRICAL
The design shall incorporate all switch socket outlets, ceiling fittings in living areas, florescent lights in the kitchen and garage, Cheese lights in the bathrooms and spot light with 3 lights in the bedrooms, stove points, geyser points, one Data/tel point, TV point in living area.
No plug points are allowed for the stairs and bathrooms.
Double plug points as per plan (2 in bedrooms, 3 in kitchen and 3 in living area)
Three exterior lights are allowed for.
Stove, Hob and Extractor will be fitted. (Gas installations is not included)
Clipsal 2000.

SOLAR SYSTEM
5kW Sunsynk Hybrid inverter, 4 x 455w solar panels and 1 x 5.12kW Li-ion Battery

FLOORS, SLABS AND STAIRS
Floors to comply with Part J of SABS 0400.
Slabs will comply to engineers specifications.

CEILINGS
6.4 mm Gypsum ceilings, rhinolited, painted and 90 mm coved cornices.

KITCHEN CUPBOARDS
Melamine kitchen cupboards as per plan.
Double bowl stainless steel sink.
Black Rustenburg granite tops will be fitted.
Provide sanitary service for washing machine.

BUILT- IN CUPBOARDS
Melamine cupboards as per plan

DOORS AND DOOR FRAMES
Standard hollow core doors and steel door frames as per approved plan
Standard solid wooden doors for kitchen and front door.
Steel frame and fire door will be fitted between garage and house.
Alu steel chromadek sectional garage door (color Dark dolphin) will be installed with electric motors.
Minimum 3 lever locksets to exteriors doors.

Purple Roof Developers (Pty) Ltd

The handles to all doors will be of standard size.

IRONMONGERY

External doors: 4 lever locksets
Internal doors: 2 lever locksets

GLAZING
Glazing to comply with part N of National Building Regulations and SABS 0137 and 1263.

TILING

Allowance for 600x600 porcelain tiling
Bathrooms: Floor to 1.2m
Kitchen: Splashback's and tiled behind stove

WALL TILING
Bathrooms and kitchen will be tiled up to ceiling.

FLOOR FINISHES
Covered patio will be paved, Garage floor to be grano, all other areas will be tiles.
Construct the floor finishes complete including finishing, ± 7,5cm tile skirting on tiled areas
The tiles are laid with parallel and perpendicular lines to the walls and do not allow for tiling in patterns.

PAINT
2 Coats super acrylic in and outside.
Windowsills and freestanding walls to be painted on top with fibre seal or similar product
All surfaces to be treated with 1 coat plaster primer

Internal walls and ceiling:
2 coats acrylic white, matt finish for ceilings and cornices.
2 coats of Impa Nova Sheen for walls or similar
External walls:
2 coats of Impa Novatex or similar

IRONWORK
In additional to items already described in this specification, allowance has been made for a garden gate as per plan.

PAVING
Paving as per plan. Cottage stone from Aveng, cement colour.

LAWN
Contractor to supply instant lawn on unpaved areas of stand.

Reg 2013/047999/07
Director: GF JOUBERT
peet@midfix.co.za
TEL 082 934 2294 / FAX 086 545 0245
2A Wilson Street Kroonstad 9499

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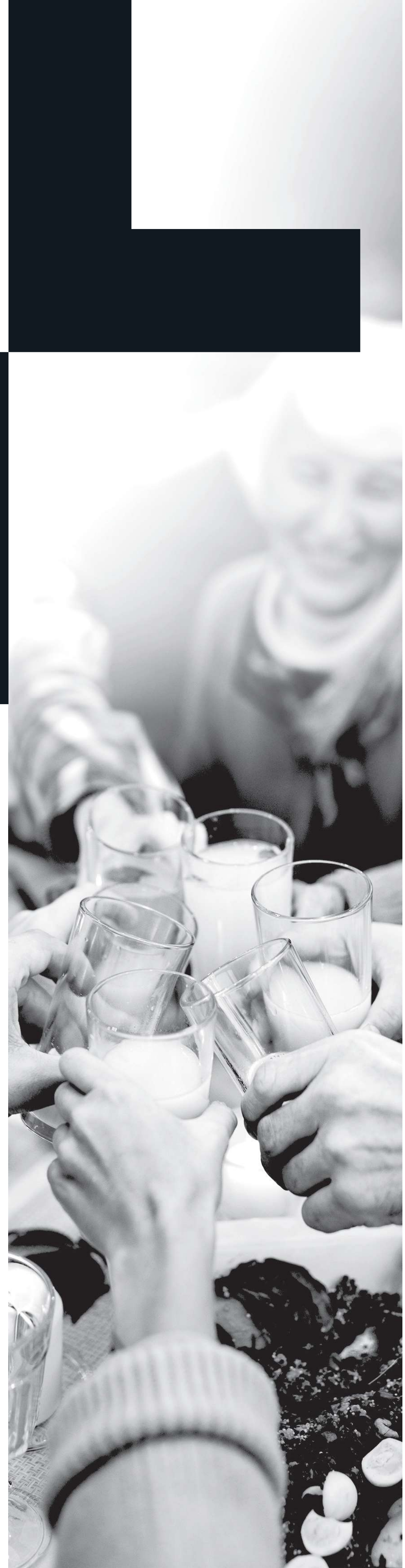
FICA Client Pack

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
	Leader of a political party
	Cabinet minister or deputy minister
	Member of a royal family
	Premier of a province
	Senior traditional leader
	MEC of a province
	Judge
	Mayor of a municipality

	Manager or CFO of a municipality
	Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity
	Head, accounting officer or CFO of a national or provincial department
	Ambassador, high commissioner or other senior representative of a foreign country based in South Africa
	Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a Company doing more than the gazetted amount worth of business with the government

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

____

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

Full name of Officer administering questionnaire: ______________________________

Signature: ______________________________ Date: ______/______/20______

Initial: ______________

Joint Purchaser / Tenant FICA questionnaire - Natural persons

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

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

2. Are you a South African citizen / permanent resident?

Yes		No	

3. Are you dealing with PlusGroup on behalf of another person (i.e. a Principal)?

Yes		No	

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

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

Authorisation letter		Power of attorney		Other similar instrument	

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

Yes		No	

If "yes", what is the Representative's full name? ____________________

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

Authorisation letter		Power of attorney		Other similar instrument	

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

____

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

Single Transaction		Business Relationship	

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

____

10. Will any payments involve a payment by you or your Representative of R25 000 or more in cash? (i.e. paper money, coins or traveller's cheques?)

Yes		No	

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

Yes		No	

If "yes", please indicate the position that you occupy(ied).

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

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

____

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

Yes		No	

If "yes", please indicate the position that you occupy(ied).

	President or deputy president of South Africa
	Leader of a political party
	Cabinet minister or deputy minister
	Member of a royal family
	Premier of a province
	Senior traditional leader
	MEC of a province
	Judge
	Mayor of a municipality

	Manager or CFO of a municipality
	Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity
	Head, accounting officer or CFO of a national or provincial department
	Ambassador, high commissioner or other senior representative of a foreign country based in South Africa
	Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a Company doing more than the gazetted amount worth of business with the government

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

____

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

Full name of Officer administering questionnaire: ____________________

Signature: ____________________ Date: ______/______/20______

Initial: ____________________

Agent’s professional fee annexure to offer to purchase

Annexure 4

Development: Justice Court

Property or unit description: ______________________________

Seller/developer: Purple Roof Developers (Pty) Ltd

Purchaser: ______________________________

Joint Purchaser: ______________________________

Agent: ______________________________

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

1. The purchase price of the sale of the property mentioned above includes the Agent’s professional fee of 6% (Six percent) vat included.

2. Should the offer to purchase agreement be cancelled (at any time after all the suspensive conditions have been fulfilled) either:
   - 2.1. by the Purchaser/s; or
   - 2.2. by the Seller as a result of the Purchaser/s’ breach of the agreement.

   then the Purchaser/s shall remain liable for the payment of the Agent’s professional fee.

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

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

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

Date: ______________________ Place: ______________________

PURCHASER	JOINT PURCHASER	WITNESS

Benefits of this annexure accepted on behalf of the agent:

Date: ______________________ Place: ______________________

____

FOR AND ON BEHALF OF THE AGENT

K

Addendum to sales agreement

Annexure 5

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: Justice Court

Seller: Purple Roof Developers (Pty) Ltd

Joint Seller: ____

(Full names & surname)

Purchaser: ____

Joint Purchaser: ____

(Full names & surname)

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

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

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

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

______________________	______________________	______________________
AS WITNESS	PURCHASER	JOINT PURCHASER

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

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

______________________	______________________	______________________
AS WITNESS	SELLER	JOINT SELLER

K

+Group

ADDENDUM : PLUS GROUP – PURCHASER VIEWING & COMMISSION DISCLOSURE FORM

Date: ____________________

Development: ____

Unit: _________

Property Address:

____

Purchaser Name & Surname:

____

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

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

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

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

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

Selling Agent

Name & Surname: ____

Agency Name: ____

Contact Number: ____

Signature of Agent: _________________________ **Date:** ______________

Joint Selling Agent

Name & Surname: ____

Agency Name: ____

Contact Number: ____

Signature of Agent: _________________________ **Date:** _____________

Signature of Principal (Kobus Du Plessis): __________________________

Witness Name & Signature: __________________ **Date:** ______________