iQ Bushwillow UNiQON

OFFER TO PURCHASE SECTIONAL TITLE UNIT NO: …….

I/We, the undersigned, PURCHASER(S), offer to purchase the mentioned property from the SELLER on the terms and conditions as set out in this offer as a binding agreement:

DETAILS OF PURCHASER / 1ST APPLICANT		DETAILS OF 2ND APPLICANT/SPOUSE/SURETOR
Surname:	…….	…….
Full Names:	…….	…….
	…….	…….
ID no:	…….	…….
Date of Birth:	…….	…….
Marital Status:	…….	……
Type of Marriage:	ANC / COP / OTHER	ANC / COP / OTHER
if OTHER, specify:	…….	…….
Tax no:	…….	……
Occupation:	…….	……
Employer:	……	……
Period of Service:	……	…….
Postal Address:	…….	…….
(also Domicilium)	……	…….

Contact Details:

Cell:	…….	Cell:	…….
Fax:	…….	Fax:	…….
E-mail:	…….	E-mail:	…….
Office:	…….	Office:	…….

DETAILS OF COMPANY / CLOSE CORPORATION / TRUST:

Company Name: ……

Reg no: …… VAT no:…… Tax no: ……

Representative: …….

Cell: ……. E-mail: ……

Name of Auditor: ……. Tel no: ……

Bank name: ……. Account no: ……

Entity Domicilium: …….

(Hereinafter referred to as THE PURCHASER)

The PURCHASER takes note of the fact that the SELLER (as described more fully hereunder) will submit, or will have already submitted an application for the approval of the development scheme with regard to the PROPERTY (as described in more fully hereunder) in accordance with the Sectional Plan as required by the Sectional Title Act, Act 95/1986, as amended (hereinafter referred to as THE ACT), and hereby offers to purchase the following unit in the scheme known as IQ BUSHWILLOW on the Property and building/s situated on ERF 784,2225 JAN STREET, SIX FOUNTAINS EXT 10.

UNIT

(a) PROPOSED SECTION/UNIT NO: …….

(b) UNIT TYPE: …….

(c) PARKING BAY / GARAGE NO: ……. (Which forms part of the unit)

(d) An undivided share in the common property in the scheme apportioned to the said proposed Section in accordance with the participation quota as endorsed on the said proposed Sectional Plan.

(Hereinafter referred to as THE PROPERTY)

UNIQON DEVELOPERS (PTY) LTD

REG NO: 1997/021737/07
VAT NO: 467 020 7440

Plot 17, Catherine Street
Shere Agricultural Holdings
Pretoria East

Herein represented by HENDRIK JOHANNES JACOBUS BENDEMAN / SAREL FRANCOIS DU TOIT, duly authorised thereto by virtue of a Resolution.

(Hereinafter referred to as THE SELLER)

1. PURCHASE PRICE

1.1. The Purchase Price is the amount of R …… VAT inclusive at 15%, payable as follows:

1.1.1. R30 000.00 (Thirty Thousand Rand Only) as an administration deposit upon first signature hereof. This deposit is payable over and above the purchase price and will thus not be deemed as a payment towards the said purchase price.

1.1.1.1. The deposit is payable to COUZYN, HERTZOG & HORAK ATTORNEYS, (Brooklyn), which amount shall be held in Trust pending registration of transfer.

1.1.1.2. Banking details for payment of the deposit is:
COUZYN HERTZOG & HORAK ATTORNEYS
FIRST NATIONAL BANK
ACC: 622 0572 5825
BRANCH: 251345
REF: IQBW _____ (unit number)

1.1.1.3. The proof of payment must be attached hereto, before the SELLER will accept this offer.

1.1.1.4. This is a refundable deposit, except where the Purchaser is in breach of Par 2, OR if the Purchaser was in any way untruthful OR if the Purchaser delays the registration process in any manner OR in the event of any outstanding monies due to the SELLER, per this agreement.

1.1.1.5. The Seller reserves the right to then deem the deposit in 1.1.1 above, as an administration fee / recoupment of monies if the Purchaser's actions are deemed to be in accordance with Par 1.1.1.4 above.

Signature by PURCHASER as confirmation	**X……X**

1.1.2. In the event of a **CASH PURCHASE**:

1.1.2.1. A 10% Deposit of the Purchase Price is payable no later than **7 (SEVEN)** days after signature hereof by the SELLER.

1.1.2.2. The Balance of the Purchase Price (without retention) in the amount of R …….. in cash against registration of the property into the name of the PURCHASER, which amount is to be secured by way of acceptable Bank Guarantees or EFT payment not later than **35 (THIRTY-FIVE)** days from the date of signing by the SELLER. The said guarantees shall be payable, free of exchange, at BROOKLYN, PRETORIA to the SELLER and/or his nominees against registration of the transfer.

1.1.2.3. Both par 1.1.2.1 & 1.1.2.2 are suspensive conditions. Should these conditions be unfulfilled after the period stated, this agreement shall automatically and immediately without notice lapse. Any occupational rent and / or any other monies shall immediately be due and payable. Any deposit paid will become non-refundable at the Seller's discretion, using Par 1.1.1.4 as guideline.

Signature by PURCHASER as confirmation	**X …… X**

1.1.3. In the event of a **MORTGAGE BOND**:

1.1.3.1. R …….. as a cash deposit within 14 (fourteen) days after the acceptance of this offer, payable to COUZYN, HERTZOG & HORAK ATTORNEYS, (Brooklyn), which amount shall be held in Trust pending registration of transfer and shall be invested at the Attorneys banker in terms of Clause 1.3 hereof.

1.1.3.2. This offer and the acceptance thereof is subject to the suspensive condition that the PURCHASER be able to obtain final written proof of approval of a mortgage bond over the property in the amount of R …….. not later than **30 (THIRTY)** days after signature hereof by the SELLER. If the Purchaser obtains a loan for less than the stated amount herein, the balance of the purchase price must be paid over to the transfer attorney within 14 (FOURTEEN) days from date of Final Grant. This is a suspensive condition.

1.1.3.3. Should these conditions be unfulfilled after the period stated, this agreement shall automatically and immediately without notice lapse. Any occupation rent and / or any other monies shall immediately be due and payable. Any deposit paid will become non-refundable at the Seller's discretion, using par 1.1.1.4 as guideline.

Signature by PURCHASER as confirmation	**X …… X**

1.2. Transfer of the PROPERTY shall only be effected by the Attorneys COUZYN HERTZOG & HORAK, (Brooklyn) once the full purchase price has been paid or once it has been secured by guarantees in terms of Clause 1.1.3 hereof.

1.3. Any payment in terms of this Agreement, with exception of the amount payable in terms of Paragraph 1.1.1 above, shall be invested on call, in terms of the Legal Practice Act, Act 28 of 2014, to the advantage of the PURCHASER up to date of registration of transfer. All interest, with exception of 5% of the interest which accrues on such investment, which must be paid over to the Legal Practitioners Fidelity Fund as well the prescribed administration fee for making of the investment, shall be for the benefit of the PURCHASER. The PURCHASER however authorizes the Transferring Attorney to retain and pay over to the SELLER the amount from the interest accrued equal to any occupational rent or other charges / expenses due and payable by the PURCHASER to the SELLER on date of registration.

2. BOND APPLICATION

2.1. (a) Only the SELLER and/or his nominated agents can and will immediately apply for the mortgage bond finance.

(b) The PURCHASER hereby authorizes irrevocably, the SELLER and his nominated agents to lodge such application for finance as well as to sign the necessary documentation on behalf of the PURCHASER.

(c) The PURCHASER undertakes to provide, on request, all information required by the financiers within 10 days from SELLER signature hereof.

(d) In the event that the PURCHASER makes use of a Private banker / Personal Banker, the SELLER will initiate the transaction with the Purchaser's Financial institution. Thereafter the PURCHASER can communicate with his / her banker directly.

Purchaser's Private Banker details are:
Name: ……..
Tel Nr: ……..
Email: ……..

(e) Should the PURCHASER make use of his own bond originator, not adhere to "d" above or perform the bond application himself / herself, then an amount of R15,000.00 (FIFTEEN THOUSAND RAND) exclusive of Vat will be payable over and above the original purchase price. The above mentioned amount will be payable on or before registration with the SELLERS transferring attorneys or must be added to the original purchase price as per Clause 1.1 on signature of this Agreement.

(f) Contact person: Demi Nel / 083 953 5788 / demi@ibosa.co.za

2.2. The PURCHASER confirms that he will be able to afford the monthly repayment of the said loan.

2.3. To comply with the suspensive condition for a mortgage bond, the Final Grant by the financier must be unconditional and lodged with the nominated transferring Attorney.

2.4. The SELLER reserves the right to market the unit up to date of delivery of guarantees or acceptance by the Purchaser of a final grant as contemplated in Clauses 1.1.2.2 & 1.1.3.2 above. The Purchaser understands that the delivery of guarantees as mentioned herein is of the utmost importance in finalizing the agreement between the Parties.

Signature by PURCHASER as confirmation	**X …… X**

3. POSSESSION AND OCCUPATION

3.1. POSSESSION:
Possession will be given to the PURCHASER on date of registration from which date all benefits and risks of ownership in respect of the PROPERTY shall pass to the PURCHASER.

3.2. OCCUPATION:
Occupation will be given to the PURCHASER as specified below. Occupation will only be allowed once all the suspensive conditions have been met.

3.2.1. The PURCHASER will occupy the PROPERTY in his / her **personal capacity**:

YES / NO (Please encircle)

3.2.2. If the answer above is NO, the PROPERTY will be leased as envisaged below, per Clause 3.3

3.2.3. If the answer above is YES, the following is agreed between the Parties:

3.2.3.1. If a **Lease Agreement has been signed** by the Landlord, prior the date of signature hereof, the PURCHASER will only be allowed occupation in his / her personal capacity once the current Lease Agreement (as per Clause 3.3) has lapsed. This agreement must be accompanied by a signed Occupational Rental Agreement, with commencement date being the first day after the current lease as per Clause 3.3 has lapsed. (Refer to Annexure A).

OR

3.2.3.2. If a **Lease Agreement has not been signed** by the Landlord, prior the date of signature hereof, the PURCHASER must complete and sign an Occupational Rental Agreement for a period of at least 6 (SIX) months, starting on either the first day of the next calendar month or on date of occupation, being ……., whichever is applicable after signature hereof. (Refer to Annexure A).

Signature by PURCHASER as confirmation	**X ……. X**

3.3. LEASE OF PROPERTY / OWNER OCCUPATION

The PURCHASER acknowledges that he is aware of the following Lease Agreement and Letting Agreement currently in place for the property which will automatically be ceded to the PURCHASER on registration of the property:

Tenant Name …….
(Lease Agreement/Annexure A)

Rental Period …….

Rental Amount …….

Rental Agent …….

Letting Agent commission payable per month ……

Signature by PURCHASER as confirmation	**X ……. X**

Within 30 days from the date of registration of this unit, the SELLER will pay the rental deposit and the pro-rata rental (if any) to the Letting Agent.

The PURCHASER acknowledges that on cession of this Lease Agreement he / she will be liable for the payment of the Letting Agent's commission and that he / she will negotiate his / her own agreement with such Letting Agent with specific references to the Lessee and / or commission payable. The SELLER will email the PURCHASER with related information.

3.4. The PURCHASER further undertakes that if occupation is taken before registration of transfer, he shall in no manner detract from the value of the PROPERTY. This specifically includes all structural changes to the PROPERTY, which is NOT allowed.

3.5. The SELLER shall not be held liable by the PURCHASER if occupation is not given to the PURCHASER due to delays beyond the SELLER'S control, which includes the following:

3.5.1. Delays caused by rain;
3.5.2. Delays caused by labour unrest;
3.5.3. Delays caused by vis major; (e.g. Natural Disasters / Situations beyond our control)
3.5.4. Delays caused by not achieving the pre-sales as required by the financiers;

In such circumstances, the PURCHASER shall accept occupation on such date as the SELLER is able to give the PURCHASER occupation.

3.6. The PURCHASER shall have no claim against the SELLER for failure to give occupation due to delays mentioned in Clause 3.5

3.7. In the event of a dispute arising in connection with the question whether the unit has been sufficiently completed for occupation purposes, the parties hereby agree to accept the ruling of the Architects, whose ruling shall be final and binding upon the parties. The PURCHASER undertakes to notify the SELLER within 7 days from date of occupation whether a dispute regarding the completion of the unit for occupation purposes, will arise.

3.8. The PURCHASER undertakes to notify the SELLER within 1 (one) month from date of occupation of any defects to the property. The SELLER undertakes to rectify such defects within a reasonable time. The determination of the defects as well as the rectification thereof shall be done according to normal building practices.

3.9. The SELLER guarantees that they will rectify any defect of a patent or a latent nature, in respect of the sub structure, super structure and roof structure for a period of 5 years from date of occupation, as set out in the NHBRC regulations.

3.10. The SELLER shall endeavour to transfer the unit as soon as possible after the occupation date as stated in this agreement.

4. EXISTING CONDITIONS OF TITLE

This sale is effected subject to the terms and conditions set out in or to be endorsed upon the Sectional Plans, and in the Rules which are to be registered or as they are already registered in respect of the scheme as envisaged in terms of Section 35 of the Act, as well as existing conditions of title.

5. LEVIES

The PURCHASER is obliged to pay levies and other costs due and payable to the BODY CORPORATE from date on which the Body Corporate comes into existence, which levies shall be determined according to the provisions of the Act. In the event of the PURCHASER taking occupation after the coming into existence of the Body Corporate, he shall be liable for the levies and other costs due and payable from date of registration of transfer into his name.

The levies will be calculated by the Managing Agent in terms of the participation quotas as calculated and set out on the Sectional Title plan by the Land Surveyors and approved by the Land Surveyors General Plan. The PURCHASER shall be bound by that.

The estimated levies as provided by the Sales Agent is only an estimate and guide. It is subject to revision by the final calculation of the Managing Agent and approval by the Trustees (Body Corporate).

Levies will also be due and payable, in the event that an exclusive use parking bay is allocated per this Agreement.

6. ATTACHMENTS

6.1. The parties agree that the following fixtures are included in the sale: Gas Hob & electric stove, floor covering, built- in cupboards and light fittings.

6.2. The SELLER shall install the Gas Hob & Electric stove on the date of occupation to prevent theft thereof.

7. AGENT COMMISSION

7.1. The SELLER shall be liable to pay agent's commission, as per the Commission Agreement once the PROPERTY is registered into the name of the PURCHASER.

7.2. The PURCHASER confirms that he was introduced to the SELLER and the property by …….. of the firm …..…….. who is the effective cause of this agreement.

7.3. If the Purchaser for whatever reason dealt with more than one agency or agent and failed to disclose such to the agent in par 7.2 above, then the Purchaser will be liable to pay any forthcoming commission claims.

7.4. The agent in par 7.2 will notify the SELLER without delay, should he/she be notified in terms of par 7.3 **before** the SELLER signs this agreement. Failure to do so will result in the agent/agency in par 7.2 also being liable to forthcoming commission claims.

7.5. In the event of the sale being cancelled because of breach hereof by the Purchaser, the Agent shall be entitled, but not obliged to claim such commission from the Purchaser.

7.6. No commission will be paid to the agency in par 7.2 if the commission agreement is not attached to this agreement.

Signature by PURCHASER & AGENT as confirmation	**X …….**

8. VOETSTOOTS

The PROPERTY is sold:

8.1. Voetstoots in accordance with the Sectional Plan and the participation quota endorsed thereon with the opening of the Sectional Title Register, or as they are endorsed already, and any amendments or adjustments thereto from time to time in accordance with the terms of the Act and without any warranties express or implied, the SELLER shall not be liable for any patent or latent defects. Should the extent of the Section or of the PROPERTY differ from that which is contained in the title deed or sectional plan or any amendment thereto, the SELLER shall not be liable for any shortfall or be entitled to any compensation for any surplus.

8.2. Subject to all the conditions and Regulations of the Act.

8.3. The PURCHASER acknowledges that this is not a construction contract and that he is purchasing a completed unit. The PURCHASER shall not have the right to interfere in any way with the building operations of the SELLER'S employees. He shall also have no right to retention. This Clause is also applicable in the case of the bank holding back any retention amount out of its own accord or on request of the PURCHASER.

8.4. The SELLER undertakes to erect the unit according to the general building standards as set by Financial Institutions. The unit is be registered with the NHBRC.

8.5. Should a dispute arise or be declared, such dispute shall be resolved by an Arbitrator appointed by the Developer. The costs in respect thereof shall be borne by the unsuccessful party. Pending the outcome of the dispute, the PURCHASER shall be obliged to pay the outstanding amount to the Conveyancers who shall hold it in trust.

9. COST

9.1. The SELLER shall pay all transfer fees including VAT, transfer duty (if applicable), stamp duty and all costs directly or indirectly related to the transfer of the property on demand. The SELLER shall not be liable to pay the initiation and valuation fees charged by the banks.

9.2. The PURCHASER is obliged to show up at the Offices of the Conveyancers handling the transfer within 7 days after being requested to do so, in order to sign the transfer documents.

9.2.1. If the PURCHASER fails to sign all the documents required by the transferring Attorney within the 7-day period, he shall be held liable and hereby undertakes to pay interest calculated at a rate of Prime plus 5% per annum calculated on the full purchase price for the period over and above the said 7 days.

9.2.2. In the event that the conveyancing attorney must courier these documents to the PURCHASER, the cost involved herein will be recouped from the PURCHASER by the SELLER, by utilising the deposit paid per Clause 1.1.1.

Signature by PURCHASER as confirmation	**X ……. X**

9.3. If the Conveyancing Attorneys do not handle the registration of the mortgage bond, the PURCHASER shall be personally liable for the mortgage bond registration costs.

9.4. The SELLER shall be liable to pay the Mortgage Bond Registration Costs only if the Mortgage Bond was registered through the SELLER'S nominated conveyancer.

9.5. In the event of the SELLER issuing summons against the PURCHASER, the PURCHASER shall be liable to pay the legal costs of the SELLER on the scale of Attorney and Client, which shall include Tracing Fees. The PURCHASER shall also be liable for collection commission on amounts collected, which commission shall be 25% of the amount together with VAT thereon.

10. CANCELLATION CLAUSE

If the PURCHASER fails to:

10.1. Make any payments punctually on due date; or

10.2. Comply punctually with any other provision of this agreement; and should remain in such default 7 (SEVEN) days after despatch by either the SELLER or its nominated Attorneys of written notice (by email or hand delivered), demanding proper performance, the SELLER shall be entitled without any further notice:

10.2.1. To Claim the full purchase price (or the balance thereof) in terms of this Agreement together with interest of prime plus 5% per annum as from the date of the PURCHASER'S DEFAULT, without prejudice to any claim for damages which he may have against the PURCHASER; or alternatively,

10.2.2. To cancel this agreement. In the event of cancellation for whatever reason the SELLER shall be entitled to resume immediate possession of the property and to eject the PURCHASER and/or persons occupying it. Should the sale be cancelled in terms of this Clause, the PURCHASER shall forfeit all payments to the SELLER in terms of this agreement as liquidated damages. Alternatively, the SELLER shall be entitled to claim damages from the PURCHASER in lieu of the liquidated damages referred to above.

10.3. Should the SELLER or his authorized agent hand over a written notice, in respect of which an acknowledgement of receipt is obtained, claiming compliance of his obligations in terms of this agreement within 7 (SEVEN) days after receiving same, the provisions of Clause 10.2 will apply mutatis mutandis.

10.4. Should this contract be cancelled by agreement, the PURCHASER shall remain liable for the costs incurred which costs cannot be recovered from a subsequent PURCHASER. The PURCHASER shall also be liable for occupational interest for the period during which the property is unoccupied. The deposit or a part thereof shall be used for such purpose.

10.5. Should the sale be cancelled after complying with Clause 1.1.3 herein due to the failure of the PURCHASER in carrying out any of the obligations hereunder, the PURCHASER shall be liable to the SELLER for payment on demand of a cancellation fee of 5% of the selling price, plus interest on the purchase price, plus wasted costs, plus attorney fees, plus Agents Commission from date of cancellation, up to and including date of payment.

Signature by PURCHASER as confirmation	**X ……. X**

11. JURISDICTION

The parties hereby consent to the jurisdiction of the High Court for any action arising from the Deed of Sale, the cancellation thereof or the occupation of the PROPERTY.

12. SEVERAL PARTIES

Should there be more than one PURCHASER to this agreement, such PURCHASERS shall be jointly and severally liable for the due observance of all the terms and conditions of this agreement.

13. STATUTORY RESTRICTIONS

The SELLER warrants that Section 10 of the Sectional Title Act is not applicable to the transaction.

14. PERSONAL LIABILITY

If the PURCHASER is acting as a Trustee for a Trust, Director or Shareholder of a Company or a member of a CC, he shall be personally liable, together with the PURCHASER and binds himself personally as surety and co-principal debtor in solidum for the proper fulfilment of all obligations of the Company / Close Corporation or trust.

15. DOMICILIUM AND ADDRESS FOR NOTICES

15.1. Address for court notices (issued by the court)
The PURCHASER hereby chooses as Domicilium citandi et executandi for the service of all notices and or processes which may follow directly or indirectly from this agreement at the address as stated on the pre-amble hereto.

15.2. Postal / Fax address for correspondences and notices
The PURCHASER hereby chooses, for all correspondence and notices that may follow directly or indirectly from this agreement the email as stated on the pre-amble hereto.

15.3. The SELLER hereby chooses as its Domicilium citandi et executandi for the delivery of all notices and processes which may follow directly or indirectly from this agreement, the following address:

ATT:	HJJ BENDEMAN
	PLOT 17 , CATHERINE STREET
	SHERE AGRICULTURAL HOLDINGS
	PRETORIA EAST
TEL:	012 809 0262/3
FAX:	012 809 0184
EMAIL:	info@uniqon.co.za

All notices to be delivered by hand and receipt thereof must be acknowledged.

16. THE RIGHT TO EXTENSION / PHASE DEVELOPMENT

The PURCHASER acknowledges the fact that:

16.1. The intention of the SELLER is to develop a Sectional Title Scheme in more than one phase on the property and that the SELLER shall impose conditions in accordance with Section 25 (1) of the Act. This clause acts as a revealing of the PURCHASER'S right in this regard as well as his right in accordance with Section 25(14) of the Act. In as far as consent may be needed, the PURCHASER hereby consents thereto, and this agreement is regarded as such consent; The PURCHASER acknowledges the fact that:

16.2. The unit hereby sold forms part of a Sectional Title Development Scheme consisting of residential units and carports and / or covered parking bays. It is the intention of the SELLER to extend the scheme with additional units under construction, extending the scheme to 41 units in total;

16.3. Application can be made to the Local Authority for further erection of buildings in respect of the different phases.

16.4. The PURCHASER shall have no right to any exclusive use areas other than allocated to the unit in terms of the Sectional Plan (should any such area be allocated).

16.5. The SELLER has the right to:

16.5.1. Determine the sequence of construction of the buildings in the following phases;

16.5.2. Elect not to proceed with any of the successive phases of the scheme at any stage;

16.5.3. Reduce the total units in the following phases, (if he chooses to) to which the PURCHASER hereby agrees;

16.5.4. Change or amend the Site Plan at his own discretion should circumstances necessitate it;

16.5.5. Amend the numbers of the units envisaged herein;

16.5.6. Amend the design or any structure of any building forming part of subsequent phases at his own discretion. If so, needed by the Deeds Office or otherwise, the SELLER will obtain the necessary authorization.

16.6. If any consent or document by the Surveyor General or the Registrar of Deeds be necessary in order to implement the right to extension coupled with the phase development, the PURCHASER consents thereto and this agreement becomes an irrevocable power of Attorney to the SELLER to sign such documents on behalf of the PURCHASER (if applicable).

16.7. Should any part of the property be expropriated by any state institution before the date on which the last unit has been transferred, only the SELLER shall be entitled to the compensation for the expropriation and the scheme shall be laid out on the remaining portion of the property.

17. MANAGING AGENTS AND INSURANCE COMPANY

17.1. iQ Property Management will act as the Managing Agent for a period of 5 years after the date of institution of the juristic person (Body Corporate).

17.2. The SELLER will appoint the Insurance Company and agent. These will insure the buildings and common Property for a period of 5 years after the date of registration of the last unit as per 16.2 above.

18. ALTERATIONS

The PURCHASER shall at no stage have the right to change the external appearance of the PROPERTY without the written consent of the Body Corporate and such consent can only be obtained after date of registration of transfer.

19. GENERAL

19.1. In the event of a part of this agreement being found invalid in such a manner that the remaining portion can be seen as a coherent and valid contract on its own, such latter part shall be accepted as a valid and binding contract between the parties;

19.2. If the description of the PROPERTY is incorrect or incomplete, the contract shall not be invalid, for such reason but the description of the property according to the Title Deed, shall be accepted by the parties as the correct property description;

19.3. Any annexure to this agreement shall be deemed to form part of this agreement for all purposes and any deficiency therein shall not materially affect the validity of this agreement.

19.4. The Purchaser is hereby informed that iQ Bushwillow falls within the larger Six Fountains Residential Estate and will subsequently be incorporated within the Six Fountains Home Owner's Association, HOA levies are payable.

20. This offer is irrevocable for 14 (fourteen) days from date of signing by the PURCHASER and shall be binding on its acceptance thereof, irrespective whether notice thereof has been given to the PURCHASER.

21. The parties acknowledge that as a result of changes in the Transfer Duty Act or VAT Act no Transfer Duty receipts / exemption will be issued by SARS unless the parties' tax affairs are in order. The PURCHASER herewith undertakes to ensure that his / her tax affairs are in order. The PURCHASER hereby authorizes the SELLER to obtain a tax clearance certificate in this regard and hereby undertakes to complete and sign the necessary documentation, (if requested) in order to obtain same on date of signature of this agreement. Cost for obtaining such will be for the Purchaser/s account.

Should the SELLER not be able to obtain such SARS clearance within 30 days from date of signature of this agreement, or should it transpire at any later stage before transfer that such a clearance cannot be obtained; the SELLER shall be entitled, but not obliged, to cancel this agreement in his sole and absolute discretion. The SELLER hereby undertakes to keep any information in this regard confidential.

22. The PURCHASER confirms that he has read this agreement and understands the contents hereof.

23. The SELLER will transfer the property to the PURCHASER. In the event of the re-sale by the PURCHASER, this second transaction will only be able to be affected after the registration of the first transfer in the Deeds Office. Under no circumstances will re-sales be registered simultaneously with the first transfer.

24. If the PURCHASER is a legal person (Company or Close Corporation) or a trust, the PURCHASER warrants or guarantees that the said legal person or trust is already in existence and does have the capacity to contract at date of signature.

25. The SELLER will not accept this agreement, should this purchase be subject to the sale of another property. Should the Purchaser refrain from informing the SELLER that this is the case, the SELLER may cancel this agreement with immediate effect and all monies paid becomes non-refundable.

26. Although the marketing material provided to agents pertaining to finishes, features and levies involved in this purchase is as accurate as possible, the Seller reserves the right to make adjustments thereto due to either practicalities on site whilst busy with construction or in the interest of product enhancement.

Signature by PURCHASER as confirmation	**X ……. X**

27. LOCALITY AND SIZE

The PURCHASER acknowledges that he is aware of the location, size, finishes, boundaries and condition of the Property.

28. ENTIRE AGREEMENT

28.1. The SELLER is not bound by and is not responsible for any representations other than those set out in this agreement;

28.2. No indulgence or waiver on part of the Seller shall detract from this agreement or prejudice the SELLER'S rights hereunder;

28.3. The PURCHASER acknowledges that he has acquainted himself with all the relevant facts which may have influenced the conclusion of this agreement, including but not limited to any representations made by any estate agent, and that the SELLER shall not be liable for any failure to disclose any matter that falls within his knowledge. If the Purchaser does not confirm directly with the Seller any facts which might have influenced him to enter into this agreement, including but not limited to representations made by any estate agent, it is accepted that he is satisfied that such facts are correct and will have no claim of whatsoever nature against the Seller if any unverified representation proves to be incorrect after registration of the property.

28.4. This is the full and final contract between the parties. No amendment or variation of this agreement shall be of any force or effect unless it is reduced to writing and signed by both parties hereto.

29. By signing this agreement, the PURCHASER(S) herewith authorize the SELLER or his nominees to do a credit check including an ITC report.

30. The parties agree and accepts the terms and conditions as set out in Annexure B that forms part of this agreement.

31. Special Conditions:

_____

_____

_____

Signature by PURCHASER as confirmation	**X ……. X**

SIGNED AT _____ ON THIS _____ DAY OF _____ 20 _____

_____
1. **PURCHASER**

_____
1. **WITNESS**

_____
2. **PURCHASER**

_____
2. **WITNESS**

ACCEPTED BY THE SELLER AT _____ ON THIS _____DAY OF _____ 20 ____

_____
1. **WITNESS**

_____
SELLER

_____
2. **WITNESS**

Proof of Payment (Deposit)

COMMISSION AGREEMENT – IQ BUSHWILLOW

UNIT NUMBER: _____

Uniqon Developers (Pty) Ltd

Reg No: 1997/021737/07

Vat No: 467 020 7440

The SELLER (Uniqon Developers (Pty) Ltd) in terms of clause 7.1 of the Offer to Purchase hereby instructs the Transferring attorneys COUZYN, HERTZOG & HORAK (Brooklyn) to pay the amount of:

R ..... (.....) excl VAT

R ..... (.....) VAT

R ..... (.....) incl VAT

An Agents Commission on all the individual units sold in above mentioned Development, by the undersigned Agent, to:

AGENCY NAME: _____ VAT NO: _____

BANKING DETAILS:

BANK: _____ ACC NO: _____

BRANCH: _____ BRANCH CODE: _____

AGENT NAME: _____ TEL: _____

Commission shall only be due and payable on date of Registration and only after receipt of a Tax Invoice.

It is agreed and "recorded" that it will be part of the Agent's normal duties to obtain all relevant information, and to assist and monitor the application for Finance and the Transfer of the Property.

The agent's attention is drawn to the whole par 2 of the offer to purchase.

The Seller shall have the right to cancel any Agreement of Sale for whatever reason that he may feel fit and reasonable and the Agent will have no claim for commission in such regard.

The commission payable to the Agency (and or Agent) may be reduced with any amount due and payable to the SELLER (Developer)

Signed at _____ on this _____ day of _____ 20 _____

_____ _____

SELLER ON BEHALF OF AGENCY

087 654 4944
info@iqasset.co.za
www.iqasset.co.za

iQ REAL ESTATE
SALES & RENTALS

Plot 17 Catherina Avenue, Shere, Agricultural Holdings, Pretoria, Gauteng

ANNEXURE A

OCCUPATIONAL RENTAL AGREEMENT

1. The Purchaser of unit no _____ at IQ Bushwillow, ERF 784, 2225 Jan Street, Six Fountains Ext 10 hereby agrees to rent the said unit from the Seller as follows:

1.1 Occupation date: _____

1.2 Termination date: _____

1.3 Occupational rent to the value of **R**_____ payable before the 1st of each month from Date of Occupation (1.1) until Registration.

1.4 Payable to: iQ Rental & Bond Originators t/a iQ Real Estate

Account Holder: iQ Rentals
Bank Name: ABSA
Account Number: 410-437-2036
Branch Code: 632-005
Payment Reference: _____ *(first letters of complex name + unit number)*

2. This agreement will automatically lapse upon transfer of this unit to the Purchaser. The Seller will refund, all Pro Rata Rental monies due to the Purchaser within 30 days from date of registration
3. The purchaser will not be allowed access to this unit unless:
- All suspensive conditions contained in the Offer to Purchase have been met and,
- The First month's occupational rent has been paid.
4. The Seller will be allowed access into the unit to perform periodic inspections. The Seller must arrange this with the Purchaser in advance.
5. The Seller reserves the right to, withhold any monies due to the Seller, using the deposit paid per paragraph 1.1.1 of the attached Offer to Purchase. Such monies may include but are not limited to: Occupational rent and Damages to the unit.
6. Should the occupational rent not be paid as stipulated above, the seller may take legal action against the purchaser for collection of the outstanding occupational rent, all legal costs will be for the purchasers account, including collection commission and all related expenses, VAT and tracing costs, any cost in regard to any Notice given will be R750.00 and interest charged at Prime + 5%.

Signed by the PURCHASER at _____ on this ____ day of _____ 20____

_____ _____
PURCHASER WITNESS

Signed by the LESSOR at _____ on this ____ day of _____ 20____

_____ _____
LESSOR WITNESS

Annexure B

Consent in terms of the Protection of Personal Information Act

I, the undersigned,

_____

Id Number : _____

either in my personal capacity or representing the said entity, hereby agrees to provide my/our personal information to UNIQON DEVELOPERS (PTY) LTD on the express understanding that:

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

2. UNIQON DEVELOPERS (PTY) LTD's Marketing & Sales staff will have access to our personal details which we (or persons acting on our behalf) have furnished them with, for the purposes of attending to this transaction, and matters ancillary hereto.

3. I hereby authorise UNIQON DEVELOPERS (PTY) LTD to share our personal information to any Financial Institution, Bond Originator/s, Insurer, Home Owners Association, Transfer - and Bond Attorneys, Transfer - and Bond Cancellation Attorneys, Estate Agent and Agency involved in this transaction, as well as any other related party/parties, **solely for the purposes of this transaction**.

4. The personal information provided will only be used for the purposes in 2 and 3 above of this consent.

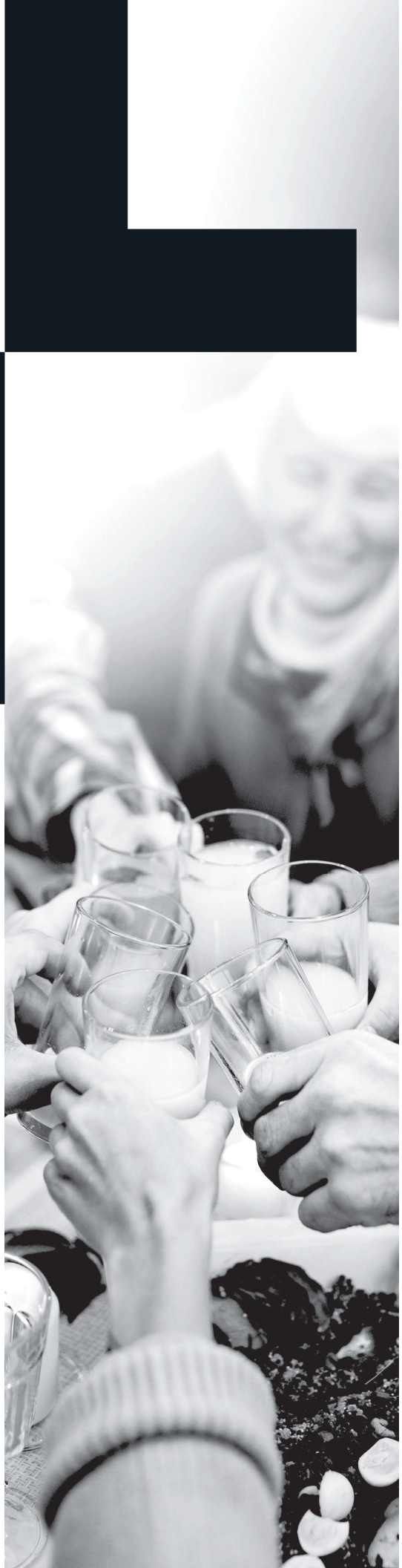
5. I hereby consent to receiving Newsletters, promotional offers and/or other useful information from UNIQON DEVELOPERS (PTY) LTD in the future.

YES ☐

NO ☐

_____ _____

Date Signature



FICA Client Pack

Purchaser / Tenant

Dear Client

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

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

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

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

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

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

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

Thank you for your co-operation.

Yours faithfully

_____

PlusGroup Principal

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

I/We _____

and_____

hereby declare that I/we reside at _____

_____

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

_____

THUS DONE AND SIGNED at _____ on _____20_____

_____

AS WITNESS

_____ _____

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

_____ _____

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

Initial: _____

Purchaser / Tenant FICA questionnaire - Natural persons

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

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

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

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

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

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

Authorisation letter		Power of attorney		Other similar instrument	

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

Yes		No	

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

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

Authorisation letter		Power of attorney		Other similar instrument	

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

   _____

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

Single Transaction		Business Relationship	

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

   _____

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

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

Yes		No	

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

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

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

   _____

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

Yes		No	

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

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

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

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

    _____

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

Full name of Officer administering questionnaire: _____

Signature: _____ Date: _____/_____/20_____

Initial: _____

Joint Purchaser / Tenant FICA questionnaire - Natural persons

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

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

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

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

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

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

Authorisation letter		Power of attorney		Other similar instrument	

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

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

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

Authorisation letter		Power of attorney		Other similar instrument	

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

   _____

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

Single Transaction		Business Relationship	

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

   _____

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

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

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

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

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

   _____

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

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

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

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

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

    _____

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

Full name of Officer administering questionnaire: _____

Signature: _____ Date: _____/_____/20_____

Initial: _____

ADDENDUM : 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:** _____

Addendum to sales agreement

Consent in terms of the protection of Personal Information Act:

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

Property Description: _____

Seller: _____

Joint Seller: _____

(Full names & surname)

Purchaser: _____

Joint Purchaser: _____

(Full names & surname)

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

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

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

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

_____	_____	_____
AS WITNESS	PURCHASER	JOINT PURCHASER

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

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

_____	_____	_____
AS WITNESS	SELLER	JOINT SELLER

Agent's professional fee annexure to offer to purchase

Development: _____

Property or unit description: _____

Seller/developer: _____

Purchaser: _____

Joint Purchaser: _____

Agent: _____

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

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

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

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

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

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

Date: _____ Place: _____

_____	_____	_____
PURCHASER	JOINT PURCHASER	WITNESS

Benefits of this annexure accepted on behalf of the agent:

Date: _____ Place: _____

_____

FOR AND ON BEHALF OF THE AGENT