



AGREEMENT OF SALE

entered into between:

between

**the Trustees for the time being of IHS SA DEVFUND Trust 1
IT number 001962/2022(T)**

and

PURCHASER

CO-PURCHASER

SECTION/UNIT NUMBER

The Parties agree as follows:

1. **INTERPRETATION**

In this agreement, unless the context otherwise indicates:

- 1.1 **"Seller"** means the Trustees for the time being of IHS SA DEVFUND Trust 1 with IT number 001962/2022(T);
- 1.2 **"Purchaser"** means _____;
- 1.3 **"Co-Purchaser"** means _____;
- 1.4 **"Property"** means unit _____ in the scheme known as **Circa Illovo** as indicated on (and which will be constructed in accordance with) the Plans and the Schedule of Finishes;
- 1.5 **"Agent"** means the Agent who introduced the Purchaser to the Property and is the effective cause of the sale;
- 1.6 **"Agent's Commission"** means the commission payable to the Agent in accordance with the mandate concluded between the Agent and the Seller;
- 1.7 **"CPA"** means the Consumer Protection Act, No. 68 of 2008;
- 1.8 **"Contractor"** means Tyrus Construction Proprietary Limited (registration number 1995/007033/07);
- 1.9 **"Conveyancers"** means Tonkin Clacey Inc. of 105 Corlett Drive, Birnam and trust account number:
 Account name: Tonkin Clacey Trust Account
 Account number: 195-8401-323
 Bankers: Nedbank Limited
 Branch: Northern Gauteng
 Branch code: 14690500
 Reference: (unit number) Circa Illovo;
- 1.10 **"Date of Signature"** means the Date of Signature of this agreement by the last party signing;
- 1.11 **"Occupation Date"** means the date notified to the Purchaser in accordance with clause 6.2, *provided that* the Seller is in possession of the certificate of occupation issued by the relevant authority in accordance with applicable laws in respect of the Property, or the date of Transfer, whichever is the earlier;
- 1.12 **"Occupational Rental"** **shall have the same meaning as ascribed thereto in clause 6.3.1;**
- 1.13 **"Parties"** means the Purchaser and the Seller or either of them as the context may indicate;
- 1.14 **"Plans"** means (1) the site development plan (attached hereto and marked Annexure "C1") and (2) the apartment layout and location of apartment in relation to site plan (attached hereto and marked Annexure "C2");
- 1.15 **"Pricing Schedule"** means the schedule attached hereto and marked Annexure "A";
- 1.16 **"Purchaser's Information Schedule"** means the schedule attached hereto and marked Annexure "B";
- 1.17 **"Rental Block"** means that part or parts of the development scheme referred to as *Phase 2* on the Plans, the apartments of which the Seller intends to let out to tenants;
- 1.18 **"Schedule of Finishes"** means the schedule of finishes attached hereto and marked Annexure "D";
- 1.19 **"Show Unit"** means any completed (and available) section in the scheme on the Date of Signature as indicated by the Agent;
- 1.20 **"Transfer"** means registration of transfer of the Property into the name of the Purchaser.

2. **CONSUMER PROTECTION ACT**

- 2.1 **The Seller is acting in the ordinary course of its business. If the Purchaser is a natural person, or a legal entity with an annual turnover or asset value of less than R2 000 000,00 (two million Rand), then the CPA applies to this agreement, in which case, the clauses which are depicted in bold print and the impact, nature and effect of such clauses are specifically brought to the attention of the Purchaser, who is required to initial underneath each such clause in accordance with the provisions of clause 2.2.**
- 2.2 **Notice is hereby given to the Purchaser in terms of section 49 of the Consumer Protection Act of the clauses highlighted in bold in this agreement because these clauses (1) limit the risk or liability of the Seller, (2) constitute an assumption of risk or liability by the Purchaser, (3) impose an obligation on the Purchaser to indemnify the Seller, (4) constitute an acknowledgement of fact by the Purchaser,**

(5) are of an unusual character or nature and/or (6) are such that the Purchaser could not reasonably be expected to be aware or notice such clauses.

2.3 **The Purchaser is advised to pay particular attention to these clauses and if the Purchaser feels that it is necessary to do so, obtain its own legal advice in respect thereof, before the Purchaser signs this agreement. By initialing at the foot of the clause in question, the Purchaser specifically agrees that it has read and understood the clauses in question.**

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 2.3 hereby acknowledges having read and understood the provisions of clause 2]

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Purchaser

3. **THE SCHEME**

3.1 The Seller is in the process of preparing a development scheme, under the Sectional Titles Act No. 95 of 1986 (the Act) for Erf 481 Illovo Township, Registration Division IR, Province of Gauteng, to be known as **Circa Illovo**.

3.2 **The Purchaser shall not be entitled to resell the section prior to Transfer.**

3.3 **The Purchaser shall have no claim against the Seller for any discrepancies between the boundaries and areas of the proposed section and exclusive use area/s on the final and completed section and exclusive use area/s.**

3.4 **The extent of the section and any exclusive use area/s shall not differ by more than 10% of the area indicated on the apartment layout. The Purchaser shall have no claim against the Seller arising out of reasonable alterations or amendments to the finishes, the drawings or variations or alterations to the Plans. It being specifically agreed that:**

3.4.1 **the Schedule of Finishes is indicative only and that the Seller will be entitled to substitute or replace any of the specifications or finishes with a similar or improved product. Should there be a conflict between the Schedule of Finishes and the finishes displayed on the finishes board viewed by the Purchaser prior to the signature date [or, when complete, used in the Show Unit], then the finishes displayed on the finishes board [or in the Show Unit (as the case may be)] will prevail; and**

3.4.2 **the private garden sizes and configuration, together with the allocation and position of the parking bay/s, may vary from the Plans, so as to accommodate site conditions. The Purchaser agrees to accept the size, configuration and allocation of the private garden and parking bay/s as indicated in the schedule and Plans filed with the Ombud in terms of the provisions of sections 10(7) and 10(8) of the Sectional Titles Schemes Management Act.**

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 3.4.2 hereby acknowledges having read and understood the provisions of clauses 3.2, 3.3 and 3.4]

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Purchaser

4. **DEFECTS**

4.1 The Seller shall afford the Purchaser a period of 7 (seven) days from the Occupation Date to inspect the Property and to furnish the Seller with a written list of any items which in the opinion of the Purchaser constitute defects or snags in the Property which are required to be attended to or rectified by the Seller (the **Snag List**).

4.2 **The Seller shall rectify the defects listed in the Snag List within 30 (thirty) days of receipt of the Snag List or such longer period as may be reasonable having regard to the nature of the item/s listed in the Snag List and in this regard, should the Purchaser be in occupation, the Purchaser undertakes to grant the necessary workmen and contractors reasonable access to the Property for the aforementioned purpose. If the Snag List is not furnished to the Seller within the aforementioned 7 (seven) day period, then the Purchaser shall:**

4.2.1 **be deemed to have accepted that the Property is in a fit and proper condition; and**

4.2.2 **have no claim of any nature whatsoever against the Seller in that regard.**

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 4.2 hereby acknowledges having read and understood the provisions of clause 4.2]

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Purchaser

4.3 If any dispute arises between the Seller and the Purchaser with regard to the inclusion of any items in the Snag List and/or whether or not the items listed in the Snag List have been rectified, then (1) the dispute shall be referred to the Seller's architect (the **Architect**) for the Architect's determination of the dispute, whose decision in this regard shall be final and binding on the Parties and shall be carried into effect by the Parties and (2) if the Architect determines the dispute in favour of the Purchaser, then the Seller shall forthwith attend to the rectification of the items concerned to the satisfaction of the Architect.

The Purchaser will be required to sign a happy letter or letter of satisfaction (the **Letter of Satisfaction**) for the purposes of the loan as written proof to the lender that the Purchaser is satisfied with the condition of the Property. If the Purchaser fails, for any reason whatsoever, to sign the Letter of Satisfaction within 3 (three) days of the presentation by the Seller to the Purchaser, then the Purchaser agrees to sign the Letter of Satisfaction within 24 (twenty four) hours of receipt of written notice from the Seller advising the Purchaser to do so. **In the event of the Purchaser's failure to do so, the Purchaser hereby irrevocably and in rem suam grants the Architect power of attorney to sign the Letter of Satisfaction on the Purchaser's behalf, in which event the Architect's signature on the Letter of Satisfaction shall constitute the Purchaser's signature.**

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 4.3 hereby acknowledges having read and understood the provisions of clause 4.3]

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Purchaser

5. PROPERTY DESCRIPTION AND PAYMENT OF PURCHASE PRICE

5.1 The Purchaser purchases from the Seller the Property together with (1) the use of the parking bay and (2) if applicable, the patio (subject to final position layout), created and allocated to the Property in terms of the rules of the scheme, in accordance with sections 10(7) and 10(8) of the Sectional Titles Schemes Management Act, **for a total purchase price of R_____ (including VAT at 15%), payable as follows:**

5.1.1 R20 000 (twenty thousand rand), within 7 days of the signature hereof, payable to the Conveyancers;

5.1.2 R_____ (further cash payment) within 48 hours from approval of the loan (if applicable). Should the loan be granted for less than the purchase price, the balance must be paid to the Conveyancers within 48 hours of the loan being granted;

5.1.3 R_____ (loan amount) by ABSA Bank, First National Bank, Nedbank, Standard Bank, Investec Bank, SA Home Loans or Rand Merchant Bank or such lesser amount which may be acceptable to the Purchaser. Bond to be granted within 21 days from the Date of Signature hereof (or such extended period as may be applicable), and guarantees shall be furnished to the Seller within 7 days of the approval of the loan and receipt by the Conveyancers of the instruction to register the bond, or such extended period at the sole discretion of the Seller.

5.2 If the sale is a cash sale, the balance of the purchase price in the amount of

R_____

to be transferred to the Conveyancers within 14 days from the Date of Signature by the Seller, alternatively the Purchaser can issue a guarantee* within 14 days.

*** should the Purchaser opt for a guarantee, the Purchaser acknowledges that he is responsible for the costs of issuing and amending / re-issuing all guarantees as requested by the Seller and/or the Conveyancers, in order to meet the requirements of the Seller's development loan, where applicable.**

5.3 All payments in respect of the purchase price shall be paid into the Conveyancers' trust account (as reflected in clause 1.8) and invested by the Conveyancers as trust monies in an interest-bearing account in the name of the purchaser in terms of Section 86(4) of the Legal Practice Act No. 28 of 2014 ("**LPA**"). All interest earned (less the Conveyancers' fees in respect of the administration of the investment and such deductions as are required to be made on account of the LPA) shall accrue for the benefit of the Purchaser and shall be paid to the Purchaser by the Conveyancers after Transfer. On the Transfer date the deposit and any other monies received in respect of the purchase price shall be paid to the Seller. **The Conveyancers shall only be able to invest the monies paid to the Conveyancers upon completion and signature of the Authority to Invest form attached hereto as Annexure "E" and the provision of the FICA documents referred to therein. By initialling hereunder the Purchaser acknowledges having been made aware of the nature and effect of this provision.**

5.4 **PRIOR TO THE PURCHASER MAKING ANY PAYMENTS TO THE CONVEYANCERS IN TERMS OF THIS AGREEMENT, THE PURCHASER WILL FIRST VERIFY TELEPHONICALLY THE CONVEYANCERS' BANK ACCOUNT DETAILS.**

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 5.4 hereby acknowledges having read and understood the provisions of clauses 5.3 and 5.4]

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Purchaser

6. **OCCUPATION**

6.1 The possession of the section and all risk and benefit in the section will pass to the Purchaser upon Transfer. The Purchaser shall accept occupation on the Occupation Date.

6.2 **The Purchaser shall have no claim whatsoever against the Seller in the event that the Occupation Date, for any reason is delayed or made earlier. Should the Occupation Date be amended, the Seller shall give the Purchaser 60 days written notice of the date on which the section will be ready for occupation and such date shall become the new Occupation Date.**

6.3 Should Transfer be after the Occupation Date, the Purchaser shall pay to the Seller monthly in advance:

6.3.1 occupational rent, calculated at 0.9% of the total purchase price, payable to the Seller monthly in advance from the date of occupation until the date of Transfer; and

6.3.2 water, electricity and other utilities consumption.

6.4 **The Purchaser shall be required to sign acceptance of the bond grant and sign all bond and Transfer documents at the Conveyancers as well as secure any further deposits within 48 hours of being requested to do so.**

6.5 **The Purchaser shall not be entitled, under any circumstances, to withhold payment in whole or in part of any amounts payable to the Seller in terms of this agreement.**

6.6 Occupation of the Property shall only be given to the Purchaser once the Purchaser has complied in full with clause 5 (*payment of purchase price*), clause 6.3.1 (*payment of occupational rent*), signed all documents necessary for the Transfer to proceed, including bond documents, and paid the bond costs (if applicable). **Should the Purchaser not be given occupation due to the non-compliance with this clause, or should the Purchaser for whatever reason elect (notwithstanding the notification of the Occupation Date) not to take occupation he/she shall still be liable for Occupational Rental from the Occupation Date.**

6.7 The Purchaser will under no circumstances be entitled to attend to any alteration of the section whatsoever.

[Note: The Purchaser by the Purchaser’s initials at the place provided therefore at the foot of this clause 6.7 hereby acknowledges having read and understood the provisions of clauses 6.2, 6.4, 6.5 and 6.6]

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Purchaser

7. **SUSPENSIVE CONDITIONS**

7.1 **LOAN**

7.1.1 This agreement is subject to the Purchaser being granted a loan, for the amount referred to in clause 5.1.3 above, by a recognised South African bank (“**bank**”), within 21 days hereof. The Seller in its sole discretion (without any reference to the Purchaser) will have the right to extend the period for the fulfilment of the condition (the “**extended period**”). The period will be automatically extended until the Seller notifies the Purchaser in writing that the extended period is terminated whereupon this agreement will lapse and be of no further force or effect.

7.1.2 **The Seller is hereby appointed by the Purchaser to submit and to process the loan application/s to the banks. The Purchaser acknowledges that all applications for the loan will be submitted by the Seller to the banks and consultants approved by the Seller only. Upon being requested, the Purchaser shall forthwith furnish, all information, documentation and sign all documents necessary.**

7.1.3 Should the Purchaser apply for a loan with any of the banks, then it will do so without delay (in any event no later than 7 days after the signature date) and the Purchaser will provide the Seller with proof of compliance with this condition immediately upon request. **Should the Purchaser fail to comply with this clause it will constitute (1) a material breach of the agreement and/or (2) an attempt on the part of the Purchaser to frustrate the fulfilment of suspensive condition contained in clause 7.1.1, in which event the Seller can deem the suspensive condition fictionally fulfilled.**

[Note: The Purchaser by the Purchaser’s initials at the place provided therefore at the foot of this clause 7.1.3 hereby acknowledges having read and understood the provisions of clauses 7.1.2 and 7.1.3]

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Purchaser

7.2 **PRE-SALES**

7.2.1 This entire agreement is subject to the further suspensive condition that, by no later than **28 February 2025**, the Seller sells such a number of sections in the scheme as may be necessary to comply with the pre-sales requirement imposed by its bank.

7.2.2 The condition in clause 7.2.1 is inserted for the benefit of the Seller and can:

7.2.2.1 be waived by the Seller at any time; or

7.2.2.2 the Seller in its sole discretion (without any reference to the Purchaser) will have the right to extend the period for the fulfilment of the condition (the "**extended period**"). The period will be automatically extended until the Seller notifies the Purchaser in writing that the extended period is terminated whereupon this agreement will lapse and be of no further force or effect.

7.3 Should any of the suspensive conditions not be fulfilled or waived then this Agreement shall lapse and be of no further force or effect and all deposits paid in terms of the agreement, together with any interest earned thereon, shall be returned to the Purchaser.

8. **TRANSFER**

8.1 The Conveyancers shall attend to the Transfer of the section and the simultaneous registration of the bond granted to the Purchaser, where applicable. The Seller shall be liable to pay the Transfer costs and bond costs, **provided the Purchaser has complied with the terms and conditions contained in this agreement of sale including that of the bond application.**

8.2 **The Purchaser acknowledges that the bond costs will not be included in the purchase price should:**

8.2.1 **the Purchaser choose to accept a bond from a bank which does not have the Conveyancers listed on its panel of attorneys; or**

8.2.2 **apply for the bond with an originator other than the mortgage originator appointed by the Seller; or**

8.2.3 **an attorney other than the Conveyancers, for whatsoever reason, be instructed to register the bond, even if the Conveyancers are on the panel of such bank,**

in which event the Purchaser will be solely liable for payment of the fees, costs and expenses payable in respect of the registration of the Purchaser Mortgage Bond.

8.3 **The following fees and/or disbursements will not be included in the bond costs payable by the Seller:**

8.3.1 appointing correspondent attorneys and/or courier costs necessitated by the Purchaser's inability to sign the Transfer and/or bond documents at the offices of the conveyancer;

8.3.2 administration, valuation and initiation fees charged by the lender granting the loan and for issuing bank guarantees in respect of the loan amount; and

8.3.3 fees arising from obtaining the required FICA documentation from the Purchaser, as well as the cost associated with conducting the necessary verification of such documents, as required in terms of the FICA;

8.3.4 electronic instruction charges;

8.3.5 fees arising from the preparation and signature of any guarantee, suretyship and/or indemnity required by the lender granting the loan; and

8.3.6 if applicable, the costs of obtaining a sectional title insurance certificate for the unit,

and such costs will be payable by the Purchaser immediately upon the request of the Conveyancers.

8.4 **The Purchaser warrants that his tax affairs are in order and, if applicable, all consents in terms of the Matrimonial Property Act (authorising the conclusion of this Agreement) have been obtained.**

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 8.4 hereby acknowledges having read and understood the provisions of clauses 8.1, 8.2, 8.3 and 8.4]

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Purchaser

9. **BODY CORPORATE**

The Purchaser shall be liable for levies from Transfer, together with the costs of electricity, water and other services consumed, which amounts shall be payable monthly in advance on the first day of every month.

10. **HOME OWNERS ASSOCIATION**

10.1 Should the Seller elect to establish a home owners association (the Association), then the Seller shall be entitled to impose a condition in terms of section 11(3)(b) of the Act, restricting Transfer of the Unit without the consent of the Association, whose constitution stipulates inter alia that:

10.1.1 all members of the Body Corporate must be members of the Association; and

10.1.2 the functions and powers of the Body Corporate must be assigned to the Association.

10.2 **The Purchaser agrees and consents, should the provisions of clause 10.1 be applicable, to become a member of the Association and be bound by its rules and constitutional documents, copies of which will be available for inspection at the offices of the Seller or the Conveyancers as soon as possible after the Seller has made its election in terms of clause 10.1.**

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 10.2 hereby acknowledges having read and understood the provisions of clause 10.2]

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Purchaser

11. **VARIABLE LEVIES**

The Seller in the constitution of the Association (if applicable), and/or in accordance with the provisions of section 11(2)(a) of the Sectional Titles Schemes Management Act, when submitting the application for the opening of a sectional title register for the scheme, will make rules whereby:

11.1 **the liability of the Seller (as owner of the sections of the scheme or holder of the real right to extend the scheme in accordance with the provision of section 25(1) of the Act (the "real right to extend")), to make contributions and the proportions in which the Seller shall make contributions in the said scheme, for the purposes of section 3(1)(a) and section 14(1) of the Sectional Titles Schemes Management Act, are modified as follows:**

11.1.1 **in respect of the real right to extend and/or the sections forming part of the Rental Block, the Seller will only be liable for contributions in respect thereof from the date that the sections in the Rental Block are complete, which for purposes hereof means that the relevant authority has issued a certificate of occupation in accordance with applicable law for the sections forming part of the Rental Block(the "Date of Completion"); and**

11.1.2 **in respect of the sections forming part of the first phase of the scheme, the Seller will not be liable for any contributions, but will make a monthly payment to the body corporate if there are any operating shortfalls, until:**

11.1.2.1 **the Date of Completion; or**

11.1.2.2 **in respect of only those sections in the scheme that the Seller decides to rent out rather than sell, the date of commencement of the applicable rental agreement (the "Rental Commencement Date"),**

then it will also be charged a levy like any other owner in the scheme. The contributions will be levied in the month following the Date of Completion or Rental Commencement Date (whichever may be applicable); and

11.2 **the liability of the owners of sections in the scheme, to make contributions and the proportions in which the owners shall make contributions in the said scheme, for the purposes of section 3(1)(a) and section 14(1) of the Sectional Titles Schemes Management Act, are, notwithstanding the size of a unit (and its participation quota), modified as follows:**

11.2.1 **contributions towards the administrative fund established by the body corporate will be apportioned equally to all sections of the same unit type in the scheme; The contribution per unit type will be determined by what the average contribution of that unit type would have been, had all the sections' contributions been determined based on participation quota's; and**

11.2.2 **contributions towards the reserve fund established by the body corporate will be apportioned equally to all sections in the scheme.**

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 11 hereby acknowledges having read and understood the provisions of clause 11]

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Purchaser

12. **PHASED DEVELOPMENT**

The Purchaser acknowledges that he is aware that the Seller will develop the scheme in phases by erecting and completing from time to time horizontal or vertical extension of existing buildings or erecting further buildings on specified parts of the common Property and reserved its right in this regard in accordance with provisions of section 25(1) of the Act.

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 12 hereby acknowledges having read and understood the provisions of clause 12]

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Purchaser

13. **COMPANY, CLOSE CORPORATION or TRUST**

13.1 **If the Purchaser purchases the section as a representative of a company to be formed, then in the event of such company not being formed and adopting this agreement within 7 days hereof, the Purchaser shall be bound personally by this agreement. Upon formation of the company the Purchaser shall be bound jointly and severally by this agreement as surety and co-principal debtor with the company.**

13.2 If the Purchaser is a trust, the trust must be registered prior to the signature date.

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 13.2 hereby acknowledges having read and understood the provisions of clause 13.1]

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Purchaser

14. **CONNECTION FEES**

14.1 **The Purchaser acknowledges that the Seller or the Managing Agent will have made certain payments to the Relevant Authorities for the supply of electricity and supply of water to the Unit (the Connection Fees).**

Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 14.1 hereby acknowledges having read and understood the provisions of clause 14.1]

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Purchaser

14.2 The Purchaser is liable to pay an amount of R2 500 on account of the Connection Fees to the Seller by no later than 30 (thirty) days prior to the Transfer.

14.3 If the amount of the Connection Fees, specified in clause 14.2, is not sufficient to cover the amount payable by the Purchaser to the relevant authorities, then the Seller or the body corporate of the scheme is entitled to recover the additional amounts from the Purchaser in order to cover the Connection Fees.

14.4 Should the amount of the Connection Fees be less than the amount specified in clause 14.2, then such excess amount will be contributed towards the reserve fund established by the body corporate in accordance with section 3(1)(b) of the Sectional Titles Schemes Management Act.

15. **NHBRC**

In the event that the scheme is not exempt from the provisions of section 10(6) of the Housing Consumers Protection Measures Act 95 of 1998 (**HCPM Act**), it is acknowledged by the parties that:

15.1 the Seller will be registered with the National Home Builders Registration Council (**NHBRC**) as envisaged in section 10(6)(b) of the HCPM Act;

15.2 the Seller appointed the Contractor who will likewise be registered with the NHBRC in terms of section 10(6)(a) of the HCPM Act and who will be bound to construct the units in the scheme in accordance with the NHBRC's rules, requirements and regulations as envisaged in section 13 of the HCPM Act;

15.3 the Contractor will ensure that the units of the scheme are enrolled in accordance with section 14 of the HCPM Act.

16. **ELECTRICAL**

The Seller shall at its expense arrange for the issue of a certificate of compliance in terms of Government Regulation No. 2920/1992, issued by an accredited person, who is registered with the Electrical Contracting Board of South Africa certifying that the electrical installation of the Section is in accordance with SABS0142 or is reasonably safe.

17. **AGENT AND COMMISSION**

The Seller shall pay to the Agent the Agent's commission on this sale, which shall be earned and shall be paid to the Agent following Transfer. If the sale is cancelled due to any breach by the Purchaser, the Purchaser shall be liable for and shall pay the Agent's commission to the Agent immediately upon cancellation of the agreement.

18. **BREACH**

18.1 **Should the Purchaser breach any provision of this agreement and fail to remedy such breach within 7 days after dispatch of written notice requiring such breach to be remedied, the Seller shall be entitled, without prejudice to any other rights in law, to cancel this agreement forthwith and retain all payments made by the Purchaser in terms hereof as a genuine pre-estimate of damages.**

18.2 If this agreement is cancelled after the Occupation Date, the Purchaser shall immediately vacate the section.
[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 18.2 hereby acknowledges having read and understood the provisions of clause 18.1]

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Purchaser

19. **DELAYS**

19.1 **Should the Purchaser, in the opinion of the Conveyancers, cause an undue delay in the Transfer, then the Purchaser shall pay to the Seller, interest on the purchase price at the prime overdraft rate plus 3% (three percent) as levied by Seller's bank, calculated from the due date of payment or performance of any obligation imposed on the Purchaser to date on which the payment is or performance by the Purchaser of the applicable obligation.**

19.2 **A certificate issued by the Conveyancers certifying a delay caused by the Purchaser, resulting in a delay of Transfer, shall be sufficient proof for the purposes of this clause 19. The Conveyancers shall act as experts and not as arbitrators in this regard.**

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 19 hereby acknowledges having read and understood the provisions of clauses 19.1 and 19.2]

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Purchaser

20. **GENERAL**

20.1 The Seller chooses its *domicilium citandi et executandi* at 54 Peter Place Road, Peter Place Office Park, Block C Cardiff House, Ground Floor, Bryanston, 219, email: EDeKoker@ihsinvestments.co.za, marked for the attention of Eurika De Koker and the Purchaser chooses as its *domicilium citandi et executandi* the addresses reflected on the Purchaser's information schedule. Provided that, transmission by email shall constitute adequate service of any legal notice or letter. Any communication or document made or delivered by one person to another under or in connection with this agreement will, if by way of email, be deemed to have been received on the 1st business day following the date of transmission, if delivered by hand, be deemed to have been received at the time of delivery.

20.2 This agreement constitutes the whole agreement between the Parties and no warranties or representations of any nature by or on behalf of the Seller have been made except as are recorded herein. No variation to this agreement shall be of any force unless reduced to writing and signed by both Parties.

20.3 **If the Purchaser is married under foreign law, the Purchaser hereby warrants that his/her spouse shall sign all documents as may be required by the Conveyancers to enable registration of the Transfer and the bond, if applicable.**

20.4 **The Purchaser hereby consents to receiving marketing material from the Seller on future developments.**

20.5 No latitude, extension of time or indulgence granted by either party to the other shall be construed as prejudicing such party's right to insist on the strict and punctual compliance by the other party with the terms of this agreement.

20.6 This agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement as at the date of signature of the Party last signing one of the counterparts.

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 20.6 hereby acknowledges having read and understood the provisions of clauses 20.3 and 20.4]

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Purchaser

21. **POST-SALE IMPROVEMENT TO SCHEME**

21.1 **The Purchaser acknowledges that:**

21.1.1 **it is in the interest of both the Purchaser and the Seller that the scheme be completed, and all of the units be sold, as soon as reasonably possible; and**

21.1.2 **in order to promote the sale of units in the scheme, the Seller may need to change the layout and/or design and/or number of units in the scheme, including, on account of any housing policy of the City of Johannesburg Metropolitan Municipality, applicable from time to time, and/or to register servitudes over, or in favour of, the Property on which the scheme is being established, and/or undertake such other activities as may enhance the marketability and ambiance of the scheme.**

21.2 **The Purchaser agrees that the Seller shall be authorised and directed to take all such steps and do all such things as are necessary to give effect to clause 21.1 above, after the signature date, without the prior consent and/or approval of the Purchaser. To this end the Purchaser, by his signature hereto, irrevocably:**

21.2.1 **prior to the date of Transfer, consents to the Seller undertaking any activity referred to in clause 21.1; and**

21.2.2 **after the date of Transfer, appoints the Seller or its nominee as the Purchaser's proxy to attend any meeting of the body corporate at which the Seller seeks the approval of the**

body corporate to undertake any activity referred to in clause 21.1, and to vote, in the Purchaser's place and stead, in respect of any resolution in this regard placed before the meeting in such manner as the Seller, in its sole discretion, may deem fit.

21.3 If there is any dispute as to whether any activity to be undertaken by the Seller falls within the ambit of clause 21.1, such dispute shall be resolved by the Seller's architect. The architect shall act as an expert and not an arbitrator, and his or her decision, in the absence of manifest error, shall be binding on the Parties.

[Note: The Purchaser by the Purchaser's initials at the place provided therefore at the foot of this clause 21.3 hereby acknowledges having read and understood the provisions of clauses 21.1, 21.2 and 21.3]

.....

Purchaser

[rest of the page left blank – signature page next]

FOR THE PURCHASER

SIGNED at _____ on this the ____ day of _____ 20__.

AS WITNESSES:

1. _____
_____ **PURCHASER** – Full Name:

2. _____
_____ **CO-PURCHASER**– Full Name:

I, the undersigned husband/wife of, and married in community of Property to the Purchaser, do hereby consent to the purchase of the Property herein described.

HUSBAND / WIFE

FOR THE SELLER

SIGNED at _____ on this the ____ day of _____ 20__.

AS WITNESSES:

1. _____
_____ **SELLER**

2. _____

**Annexure A
Pricing Schedule**

TOTAL PURCHASE PRICE R _____

Deposit on signature (payable to the Conveyancers) R20 000 (twenty thousand rand)

Less deposit 2 (As per clause 5.1.2) R _____

Bond Amount R _____ **_____initial**

Bond submitted to Absa FNB Nedcor Standard SAHL Investec
 RMB Mercantile

Estimated Levy (First month levy to the body corporate) R _____

Estimated rates & taxes (only payable to Council after registration) R _____

Estimated Occupation Date _____

**Annexure B
Purchaser's Information Schedule**

PURCHASER

CO-PURCHASER

Full Name _____

Postal Address _____

Residential Address _____

Place and date of birth _____

Identity/Permit Number _____

ID Type Identity Book Identity Card Passport Other

Marital Status

- Single
- Married ANC
- Married COP
- Married Customary Law
- Married according to the laws of another country
- Married Hindu Law
- Married Islamic Law
- Other

- Single
- Married ANC
- Married COP
- Married Customary Law
- Married according to the laws of another country
- Married Hindu Law
- Married Islamic Law
- Other

- Investor
- Home Owner
- SA
- Foreigner
- Citizen
- Temporary Resident

Tel (Work) _____

Cell Number _____

Tel (Home) _____

Email Address _____

Fax: _____

Occupation: _____

Name of Company _____

Income Tax No. _____

Auditors contact details _____

Annexure C1
Site Development Plan

Annexure C2
Apartment Layout and Location

Annexure D
Schedule of Finishes



Schedule of Finishes

All specifications are provisional in nature.

The developer reserves the right to amend the actual product installed to something of a similar price range due to availability of stock

The developer reserves the right to amend the actual product installed to something of a similar price range due to EDGE Green requirements.

Internal tiles

Internal tiles provided to floors, shower walls, kitchen splashbacks
Tile skirtings will be provided

Doors

Fire door provided to front door
Hardboard doors for internal of units
Rubber door stoppers installed where required
Chrome door handles on all doors

Bedroom and lounge

Main bedroom: 3 door melamine cupboard. Colour as determined by design in sample unit
Second bedroom (where applicable): 2 door melamine cupboard. Colour as determined by design team in sample unit
Double track curtain rails for bedroom and lounge. Single track may be used where required to save on space

Bathroom

Vanity unit with built in basin
Shower door/tri slider depending on unit layout
Dual flush toilet as determined by Edge and design in sample unit
Extractor fan

Kitchen

Univa black under counter oven and black 4 plate solid hob
Univa cooker hood
Melamine joinery. Colour as determined by design in sample unit:
- Single cupboard with drawers
- Single cupboard with shelves
- Broom cupboard
- Microwave hatch
- Double wall mounted cupboard
- space for 1 appliance
- granite/quartz counter top

Electrical

Surface mounted conduiting on ceilings to soffit mounted lights
- 2 x plugs in bedrooms
- 2 x plugs in lounge
- Single plugs for fridge
- Single plugs for microwave and Wi-Fi
- Plug for under counter appliance
- Plug for kitchen counter
- Minimum 1 light per room provided

Plumbing and sanware

Chrome moontide or similar, as determined by Edge and design in sample unit, for
- kitchen mixer
- bathroom basin mixer
- shower mixer and rose
- Single sink drop for kitchen (metallic/chrome)
- chrome toilet roll holder and soap dish

Annexure E
Authority to Invest Form

(to be deleted – if the Purchaser elects for the Deposit not to be invested)

INSTRUCTION TO INVEST TRUST MONEYS

(In respect of a conveyancing transaction)
Section 86(4) of the Legal Practice Act, 2014 (Act No 28 of 2014))

To: Tonkin Clacey Incorporated
105 Corlett Drive
Birnam

TRANSFER FROM:

the Trustees for the time being of **IHS SA DEVFUND Trust 1**
IT number 001962/2022(T)

TO:

Identity Number _____	and _____
Marital Status _____	and _____

OR

Registration Number _____

OF: SECTION _____ CIRCA ILLOVO

I/We, the undersigned,

_____ and _____

OR

_____, duly authorised hereto by a resolution of the Directors/Members/Trustees of

being the Transferee/s in the abovementioned transaction, hereby confirm my/our instructions to TONKIN CLACEY INCORPORATED in compliance with Rule 50.18 made under the authority of Section 95(1) of the aforementioned Legal Practice Act 28 of 2014 ("LPA"), to invest with **STANDARD BANK; NEDBANK, INVESTEC BANK, FIRST NATIONAL BANK or ABSA BANK** (delete which is not applicable) all funds paid to TONKIN CLACEY INCORPORATED by me/us on account of the purchase price, on the basis that:

1. the investment account **can only be opened in one purchaser's name**. If there is **more than one purchaser, we require the purchaser in whose name the investment account must be opened to complete the attached form**. Please note that the IT3(b) for the interest will be issued to the purchaser in whose name the investment account has been opened.
2. **As provided for in 1 above**, the investment account must be opened in the name of:
_____.
3. the amount is invested in a trust savings account or other interest-bearing account;
4. the account contains a reference to Section 86(4) of the Legal Practice Act 28 of 2014;
5. the interest which accrues on such investment is to be for the company/close corporation/trust/my benefit and is to be paid to me/it, after deducting:
 - 5.1 5% (five percent) of the trust interest earned and payable monthly to the Legal Practitioners Fidelity Fund as authorised in terms of Section 86(5)(b) of the LPA and as provided for in Rule 54.14.16.4 made under the authority of Section 95(1) of the LPA; and
 - 5.2 your professional fee inclusive of VAT and costs (calculated at 10% (ten percent) of the current investment interest rate) for administering the investment and payable as soon as possible to you after the date of registration of the above-mentioned transaction;
6. the capital amount invested is to be paid in accordance with the transferor's instructions on the date of registration of transfer;

7. I am aware of the fact that while the funds are so invested with the said bank, the funds are not protected against a possible liquidation of the said bank;
8. **I am further aware that such monies can only be invested by you upon receipt of the required FICA documents as requested and set out below;**
9. should it be necessary to issue bank guarantees from the investment, then I hereby authorise Tonkin Clacey Incorporated to cede and pledge the investments and issue the guarantee/s against such investment for my costs.

IMPORTANT : Please note that cyber fraud, particularly relating to conveyancing transactions, such as this one, and the interception of e-mails containing bank details, is extremely rife. Accordingly BEFORE YOU MAKE ANY PAYMENT, it is your duty to contact our reception to confirm our bank account details. We will NEVER send communication via e-mail regarding our bank account details and at no time will we ever advise, via e-mail or otherwise, that our bank account details have changed. Any communication of this nature is fraudulent. We at Tonkin Clacey Inc, will only send our bank account details to you via secure means, which would have already been explained to you telephonically. Please take the necessary care when making payments in order to protect yourself from cyber fraud and take all measures necessary to verify our account details. Unfortunately, Tonkin Clacey Inc does not accept responsibility for any incorrect payments that are made into an account that does not belong to us. We suggest that before making payment to Tonkin Clacey Inc, that you first make a payment of a nominal amount, and once such amount has been receipted and acknowledged by us, that you then set Tonkin Clacey Inc up as a beneficiary on your banking profile. Please also take note that Tonkin Clacey Inc is a pre-approved bank beneficiary with both Nedbank and Standard Bank. Please make use of this to safeguard yourself from cyber fraud.

Whilst every effort will be made to send the IT3(b) statement for the interest earned on your investment to you, we request that you kindly contact our office should you not receive same, and we will immediately make an arrangement with you to give you the statement.

PURCHASER/S

DATE

CLIENT INVESTMENT INFORMATION SHEET (Natural Person)

Bank to be invested at (please mark with an X):

Nedbank
 Standard Bank
 Investec Bank
 FNB
 Absa

IDENTITY NUMBER / PASSPORT NUMBER							
TITLE							
INITIALS							
FULL NAME(S)							
SURNAME							
POSTAL ADDRESS							
POSTAL CODE							
PHYSICAL ADDRESS							
POSTAL CODE							
CONTACT PARTICULARS							
HOME							
WORK							
CELL PHONE							
EMAIL ADDRESS							
GENDER							
RESIDENCY STATUS		SA citizen	Permanent SA resident	Foreign temporary SA resident	Non resident SA	SA Citizen temporarily abroad	
COUNTRY OF ORIGIN							
INCOME TAX NUMBER							
TAX REGISTRATION OFFICE							
EMPLOYMENT DETAILS		Salaried Employee	Self-Employed	Retired	Student	Unemployed	Minor
OCCUPATION							
EMPLOYER'S NAME							
SOURCE OF INCOME (PLEASE CIRCLE ALL APPLICABLE)		Allowance	Bursary		Company Profits		
		Company Sale Or Sale Of Interest In Company	Court Order		Director/Member Of Company/Cc		
		Director/Owner Of Own Business	Dividends From Investments	Divorce Settlement			
		Encashment Claim	Gift/Donation	Income From Employment			
		Inheritance	Loan	Maintenance			
		Maturing Investments	Pension	Sale Of Asset / Property			
		Deceased Estate	Cryptocurrency	Rental Income			
		Trust Distributions	Other:				
SOURCES OF WEALTH (HOW DID YOU ACCUMULATE THE FUNDS THAT CONSTITUTE YOUR WEALTH?) (PLEASE CIRCLE APPLICABLE)		Company Profits	Company Sale Or Sale Of Interest In Company	Court Order	Gift/Donation		
		Loan	Maturing Investments	Pension	Sale of Shares		
		Divorce Settlement	Lottery/gambling winnings	Dividends From Investments	Encashment Claim		
		Income from previous employment	New investment / capital	Savings	Inheritance		
		Sale Of Asset / Property	Deceased Estate	Cryptocurrency	Rental Income		
		Trust Distributions	Other:				
SELECT THE PRIMARY INDUSTRY OR BUSINESS ACTIVITY (Please tick relevant box)		Agriculture, forestry, hunting and fishing			Construction and civil engineering		
		Financial intermediary and insurance and non-property investing			Resources and mining		
		Broadcasting, entertainment, recreational, cultural and sporting			Education		
		Government and Public Administration			Estate lates and trusts		
		Manufacturing			Hotels, restaurants and bars		

	Medical, dental and hospital activities		Property and real estate activities	
	Retailers and wholesalers		Business and professional services	
	Other community, social and personal services		Import and export services	
	Technology and telecommunication		Transport, storage and postal	
	Electricity, gas and water supply (utilities)			
DESCRIBE THE PRIMARY PRODUCT / SERVICE / COMMODITY OF YOUR BUSINESS ACTIVITY				
ARE YOU A PUBLIC OFFICIAL IN A POSITION OF AUTHORITY (PIP)?	YES		NO	
ARE YOU RELATED TO OR ASSOCIATED WITH A PUBLIC OFFICIAL IN A POSITION OF AUTHORITY (PIP)?	YES		NO	
IF YES TO THE ABOVE QUESTIONS, PLEASE COMPLETE THE FOLLOWING WITH REGARDS TO THE PIP:				
NATURE OF THE RELATIONSHIP:				
TITLE:				
FIRST AND LAST NAMES				
INTERNAL USE ONLY				
FICA COMPLIANT	YES:	TO BE VERIFIED:		
YOUR NAME				
YOUR FILE NO				

FICA DOCUMENTATION REQUIRED:

(Please tick if document attached)

SA RESIDENT – CLEAR COPY OF BAR CODED IDENTITY DOCUMENT OR SMART ID CARD	
NON RESIDENT – CLEAR COPY OF VALID PASSPORT	
COPY OF RESIDENTIAL ADDRESS (E.G ELECTRICITY BILL OR TELEPHONE BILL)	

CLIENT INVESTMENT INFORMATION SHEET (Legal Entity)

Bank to be invested at (please mark with an X):

Nedbank
 Standard Bank
 Investec Bank
 FNB
 ABSA BANK

ENTITY NAME				
REGISTRATION NUMBER				
ENTITY TYPE		COMPANY	CLOSE CORPORATION	TRUST
POSTAL ADDRESS				
POSTAL CODE				
REGISTERED ADDRESS				
POSTAL CODE				
CONTACT PARTICULARS: CONTACT PERSON'S FULL NAME(S)				
E-MAIL				
WORK				
CELL PHONE				
ENTITY REGISTRATION STATUS		REGISTERED IN SOUTH AFRICA <input type="checkbox"/> NOT REGISTERED IN SOUTH AFRICA <input type="checkbox"/>		
COUNTRY OF ORIGIN				
COMPANY TAX NUMBER				
TAX REGISTRATION OFFICE				
SOURCE OF INCOME (please circle all applicable)		Company profits	Sale of Asset/Property	of New investment / capital
		Sale of shares	Dividends from Investments	Maturing investments
		Deceased estates	Cryptocurrency	Gift / Donation
		Rental income	Trust Distributions	
		Other		
SOURCES OF CONTRIBUTION (How did you accumulate the funds to start the business?) (please circle all applicable)		Private capital raise	Public capital raise	Company profits
		Inheritance	Company sale or sale of interest in company	Trust Distributions
		Dividends from investments	Lottery / gambling winnings	Maturing Investments
		Pension	Sale of shares	Loan
		Cryptocurrency	Gift / Donation	Encashment claim
		Savings	Other	
SELECT THE PRIMARY INDUSTRY OR BUSINESS ACTIVITY (Please tick relevant box)		Agriculture, forestry, hunting and fishing		Construction and civil engineering
		Financial intermediary and insurance and non-property investing		Resources and mining
		Broadcasting, entertainment, recreational, cultural and sporting		Education
		Government and public administration		Estate late and trusts
		Manufacturing		Hotels, restaurants and bars
		Medical, dental and hospital activities		Property and real estate activities
		Retailers and wholesalers		Business and professional services
		Other community, social and personal services		Import and export services
		Technology and telecommunication		Transport, storage and postal
		Electricity, gas and water supply (utilities)		

DESCRIBE THE PRIMARY PRODUCT / SERVICE / COMMODITY OF YOUR BUSINESS ACTIVITY	
--	--

1. TO BE COMPLETED BY A SHAREHOLDER/DIRECTOR/TRUSTEE DULY AUTHORISED TO SIGN ON BEHALF OF THE ABOVE-MENTIONED LEGAL ENTITY						
RELATIONSHIP TO LEGAL ENTITY	SHAREHOLDER	<input type="checkbox"/>	DIRECTOR	<input type="checkbox"/>	TRUSTEE	<input type="checkbox"/>
IF SHAREHOLDER, WHAT IS YOUR PERCENTAGE SHAREHOLDING?						
FULL LEGAL NAME						
IDENTITY NUMBER / REGISTRATION NUMBER / PASSPORT NUMBER (if foreign)						
COUNTRY OF CITIZENSHIP						
REGISTERED / RESIDENTIAL ADDRESS						
REGISTERED / RESIDENTIAL ADDRESS (SUBURB, CITY, COUNTRY AND POSTAL CODE)						
CONTACT TELEPHONE NUMBER						
EMAIL ADDRESS						

2. TO BE COMPLETED BY A SHAREHOLDER/DIRECTOR/TRUSTEE DULY AUTHORISED TO SIGN ON BEHALF OF THE ABOVE-MENTIONED LEGAL ENTITY (if applicable)						
RELATIONSHIP TO LEGAL ENTITY	SHAREHOLDER	<input type="checkbox"/>	DIRECTOR	<input type="checkbox"/>	TRUSTEE	<input type="checkbox"/>
IF SHAREHOLDER, WHAT IS YOUR PERCENTAGE SHAREHOLDING?						
FULL LEGAL NAME						
IDENTITY NUMBER / REGISTRATION NUMBER / PASSPORT NUMBER (if foreign)						
COUNTRY OF CITIZENSHIP						
REGISTERED / RESIDENTIAL ADDRESS						
REGISTERED / RESIDENTIAL ADDRESS (SUBURB, CITY, COUNTRY AND POSTAL CODE)						
CONTACT TELEPHONE NUMBER						
EMAIL ADDRESS						

3. TO BE COMPLETED BY A SHAREHOLDER/DIRECTOR/TRUSTEE DULY AUTHORISED TO SIGN ON BEHALF OF THE ABOVE-MENTIONED LEGAL ENTITY (if applicable)						
RELATIONSHIP TO LEGAL ENTITY	SHAREHOLDER	<input type="checkbox"/>	DIRECTOR	<input type="checkbox"/>	TRUSTEE	<input type="checkbox"/>
IF SHAREHOLDER, WHAT IS YOUR PERCENTAGE SHAREHOLDING?						
FULL LEGAL NAME						
IDENTITY NUMBER / REGISTRATION NUMBER / PASSPORT NUMBER (if foreign)						
COUNTRY OF CITIZENSHIP						
REGISTERED / RESIDENTIAL ADDRESS						
REGISTERED / RESIDENTIAL ADDRESS (SUBURB, CITY, COUNTRY AND POSTAL CODE)						
CONTACT TELEPHONE NUMBER						
EMAIL ADDRESS						

4. TO BE COMPLETED BY A SHAREHOLDER/DIRECTOR/TRUSTEE DULY AUTHORISED TO SIGN ON BEHALF OF THE ABOVE-MENTIONED LEGAL ENTITY (if applicable)						
RELATIONSHIP TO LEGAL ENTITY	SHAREHOLDER	<input type="checkbox"/>	DIRECTOR	<input type="checkbox"/>	TRUSTEE	<input type="checkbox"/>
IF SHAREHOLDER, WHAT IS YOUR PERCENTAGE SHAREHOLDING?						
FULL LEGAL NAME						
IDENTITY NUMBER / REGISTRATION NUMBER / PASSPORT NUMBER (if foreign)						
COUNTRY OF CITIZENSHIP						
REGISTERED / RESIDENTIAL ADDRESS						
REGISTERED / RESIDENTIAL ADDRESS (SUBURB, CITY, COUNTRY AND POSTAL CODE)						
CONTACT TELEPHONE NUMBER						
EMAIL ADDRESS						

5. TO BE COMPLETED BY A SHAREHOLDER/DIRECTOR/TRUSTEE DULY AUTHORISED TO SIGN ON BEHALF OF THE ABOVE-MENTIONED LEGAL ENTITY (if applicable)			
RELATIONSHIP TO LEGAL ENTITY	SHAREHOLDER	DIRECTOR	TRUSTEE
IF SHAREHOLDER, WHAT IS YOUR PERCENTAGE SHAREHOLDING?			
FULL LEGAL NAME			
IDENTITY NUMBER / REGISTRATION NUMBER / PASSPORT NUMBER (if foreign)			
COUNTRY OF CITIZENSHIP			
REGISTERED / RESIDENTIAL ADDRESS			
REGISTERED / RESIDENTIAL ADDRESS (SUBURB, CITY, COUNTRY AND POSTAL CODE)			
CONTACT TELEPHONE NUMBER			
EMAIL ADDRESS			

6. TO BE COMPLETED BY A SHAREHOLDER/DIRECTOR/TRUSTEE DULY AUTHORISED TO SIGN ON BEHALF OF THE ABOVE-MENTIONED LEGAL ENTITY (if applicable)			
RELATIONSHIP TO LEGAL ENTITY	SHAREHOLDER	DIRECTOR	TRUSTEE
IF SHAREHOLDER, WHAT IS YOUR PERCENTAGE SHAREHOLDING?			
FULL LEGAL NAME			
IDENTITY NUMBER / REGISTRATION NUMBER / PASSPORT NUMBER (if foreign)			
COUNTRY OF CITIZENSHIP			
REGISTERED / RESIDENTIAL ADDRESS			
REGISTERED / RESIDENTIAL ADDRESS (SUBURB, CITY, COUNTRY AND POSTAL CODE)			
CONTACT TELEPHONE NUMBER			
EMAIL ADDRESS			

INTERNAL USE ONLY	
FICA COMPLIANT	YES: TO BE VERIFIED:
YOUR NAME	
YOUR FILE NO	

**FICA DOCUMENTATION REQUIRED:
(Please tick if document attached)**

COMPANY/CLOSE CORPORATION:

COPY OF CERTIFICATE OF INCORPORATION OR PRINT OUT FROM CIPC	
PROOF OF REGISTERED ADDRESS	
ORGANOGRAM EVIDENCING ULTIMATE BENEFICIAL OWNERSHIP (SIGNED OFF BY AUDITOR / COMPANY SECRETARY / INTERNAL LEGAL ADVISOR)	
RESOLUTION AUTHORISING INDIVIDUAL TO SIGN	

TRUST:

COPY OF TRUST DEED	
COPY OF LETTERS OF AUTHORITY	
PROOF OF ADDRESS	
RESOLUTION AUTHORISING INDIVIDUAL TO SIGN	

FOR EACH DIRECTOR / SHAREHOLDER / TRUSTEE / AUTHORISED PERSON:

SA RESIDENT – CLEAR COPY OF BAR CODED IDENTITY DOCUMENT OR SMART ID CARD	
NON RESIDENT – CLEAR COPY OF VALID PASSPORT	
COPY OF RESIDENTIAL ADDRESS (E.G ELECTRICITY BILL OR TELEPHONE BILL)	