

UNIT: _____

TYPE: _____



**OFFER TO PURCHASE
(A UNIT FOR WHICH THE SECTIONAL TITLE REGISTER IS OPENED)**

ENTERED INTO BY AND BETWEEN:

1. PARTIES

**1.1 REEFLOARDS PROPERTY DEVELOPMENTS PROPRIETARY LIMITED
Registration number 2010/019803/07**

herein represented by _____
in her capacity as _____, duly authorised hereto by virtue
of a resolution

of: 1st Floor Block 7, Stratford Office Park, Cedar Rd, Fourways, SANDTON , 2191

(hereinafter referred to as "the Seller")

and:

1.2 The Purchaser, which can be either a natural person or persons, the trustees of a trust, a company or a close corporation as set out here below.

1.2.1 If the purchaser is one natural person, or signing on behalf of a trust, company or close corporation.

Full Name							
Identity Number		SA Income Tax Ref. No.					
Date of Birth		Passport No.& Country					
Marital Status (Please tick)	NOT MARRIED	COUNTRY / TOWN OF MARRIAGE	IN COMMUNITY OF PROPERTY	**OUT OF COMMUNITY OF PROPERTY (by ANC)	MUSLIM / HINDU RITES	**FOREIGN MARRIAGE **	OTHER
**Names of spouse							
Identity No.	SA Income Tax Ref. No.						

Date of Birth		Passport No. & Country	
E-Mail Address			
Phone (H)		Phone (B)	
Fax No.		Mobile No.	
Physical Address			
Postal Address			
Business Address			
Reason for purchasing	Primary residence	Investment	Other:

1.2.2 If more than one natural person is purchasing, the details of the second person.

Full Name							
Identity Number		SA Income Tax Ref. No.					
Date of Birth		Passport No. & Country					
Marital Status (Please tick)	NOT MARRIED	COUNTRY / TOWN OF MARRIAGE	IN COMMUNITY OF PROPERTY	**OUT OF COMMUNITY OF PROPERTY (by ANC)	MUSLIM / HINDU RITES	**FOREIGN MARRIAGE **	OTHER
**Names of spouse							
Identity No.		SA Income Tax Ref. No.					
Date of Birth		Passport No. & Country					
E-Mail Address							
Phone (H)		Phone (B)					
Fax No.		Mobile No.					
Physical Address							
Postal Address							
Business Address							
Reason for purchasing	Primary residence	Investment	Other:				

1.2.3 If the purchaser is a trust, company or close corporation.

Name of legal entity:		Business Address :	
Registration No.:			
VAT/Income Tax Registration No.:		Name of Signatory :	
Name of contact person			
***Contact No.		Fax No. (B)	
E-Mail address		Cell No. :	

(hereinafter referred to as "the Purchaser")

2. THE PROPERTY.

Whereas the Seller established a sectional title scheme known as The West End on Erf 831 Erand Gardens Extension 137 Township, Registration Division IR, Gauteng Province, measuring 4,1884 hectares, Erf 832 Erand Gardens Extension 137 Township, Registration Division IR, Gauteng Province, measuring 2,4892 hectares and Erf 835 Erand Gardens Extension 136 Township, Registration Division IR, Gauteng Province, measuring 4,8523 hectares,

Whereas the sectional title register for Units 1 to 896 was opened on 19 May 2017 in terms of sectional title plan No SS295/2017;

Now therefore the Purchaser offers to purchase from the Seller the following property, namely a completed apartment with specifications as set shown on the attached specification and finishes schedule, described as follows

2.1 A unit consisting of:

(a) Section No _____ as shown and more fully described on Sectional Title Plan No SS 295/2017 in the scheme known as THE WEST END in respect of the land and building or buildings situate at ERAND GARDENS EXTENSIONS 136 AND 137 TOWNSHIPS: LOCAL AUTHORITY, CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY, of which section the floor area, according to the said sectional title plan is _____ (_____) square metres in extent and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional title plan.

2.2 Sole utilization area No _____ for parking purposes _____ (_____) square metres in extent which is allocated to the said unit in terms of the rules described in the Sectional Title Schemes Management Act.

3. PURCHASE PRICE

3.1 The Purchase Price payable by the Purchaser to the Seller for the Unit is R_____ (_____)
Vat included, and is payable as follows:

3.1.1 A reservation deposit of R10 000-00 (Ten Thousand Rand) is payable to Igrow Investments (Pty) Ltd when the Purchaser's loan application at a financial institution, securing the payment of the balance of the Purchase Price, is approved, which deposit shall not be invested pending transfer of the Property. If the Purchaser lawfully cancels this agreement Igrow Investments (Pty) Ltd shall repay this reservation deposit into the Purchaser's nominate bank account.

3.1.2 A further deposit of R_____ (_____)
is payable on _____ 2022 into the trust bank account of the Seller's conveyancers, Smith Tabata Buchanan Boyes Inc (STBB), Ground Floor, Boundary Place, 18 Rivonia Road (entrance in Boundary Road, Illovo, SANDTON, 2196.

3.1.3 The balance of the Purchase Price (or the full Purchase Price if the Purchaser applies for a 100 % loan) in the amount of R_____ (_____)
shall be secured or paid as follows:

3.1.3.1 by the issuing to by the financial institution and receipt of a bond instruction, by the Seller's conveyancers, as the Purchaser's agent, within 30 (Thirty) days from date on which the loan in clause 7 of this agreement was granted, from which a bank guarantee or guarantees will be issued for payment of the amount recorded in the guarantee/s to the Seller's conveyancers on written notice given of transfer; and/or;

3.1.3.2 by payment into the Seller's conveyancers trust bank account; within 30 (Thirty) days from date of signature of the Agreement, and which amount the Seller's conveyancers shall hold for the Purchaser, as the Purchaser's Agent, until payment thereof to the Seller on transfer as set out in clause 3.3 here below.

3.2 The Purchaser shall first present the Seller's conveyancers with proof of payment of the deposit and all other cash payments made towards the Purchase Price if applicable, together with all the required FICA documentation and the signed investment authority, before any of these amounts will be invested on behalf of the Purchaser.

3.3 All monies paid to the Seller's conveyancers will be held invested in an interest-bearing account as contemplated in section 86(4) of the Legal Practice Act, 2014 (No 28 of 2014) until the date the Property is transferred into the name of the Purchaser.

3.4 The interest on the above invested monies will accrue to the Purchaser, minus the 5 (Five) % which accrues to the Legal Practitioners Fidelity Fund in terms of section 86(5)(b) of the Legal Practice Act, 2014 (No 28 of 2014), until the Purchaser's obligation to make payment of the Purchase Price arises on transfer of the Property.

4. OCCUPATION OF THE PROPERTY.

- 4.1 The Purchaser shall take occupation of the Property on _____, if the occupational interest, legal costs (if any) and any other amounts due by the Purchaser in terms of this agreement have been paid or secured to the satisfaction of the Seller.
- 4.2 The Purchaser shall also be placed in possession of the Property on the occupation date, from which date the Purchaser will be entitled to all income and be liable for all expenses pertaining to the Property.
- 4.3 If the Purchaser takes occupation prior to the date on which the Property is transferred in his name the Purchaser shall pay occupational rental of R_____ (_____) per month from the occupation date until the date of transfer. The risk in the Property will also pass to the Purchaser on the occupation date, irrespective of the date of transfer.

5. LEVIES AND RATES AND TAXES.

The Purchaser shall on transfer of the Property in his name automatically become a member of the body corporate for The West End sectional title scheme which was established in 2017 when the first unit was transferred by the Seller as developer to a purchaser.

- 5.1 The Purchaser shall from date of occupation, if it is prior to the date of transfer, be liable to pay the monthly levy of R_____ (_____) which is due in respect of the Property to the management agent appointed by the body corporate for The West End sectional title scheme.
- 5.2 The Purchaser shall from date of transfer of the Property into his name be liable to pay the monthly rates and taxes which is due in respect of the Property to the City of Johannesburg Metropolitan Municipality
- 5.3 The Purchaser shall from the occupation date be liable for all the water and electricity consumed in respect of the Property.

6. TRANSFER, BOND AND CONVEYANCING COSTS.

- 6.1 The Seller's conveyancers shall attend to the transfer of the Property into the name of the Purchaser, at the cost of the Seller, provided the Purchaser has complied with all his obligations in terms of this agreement and furnished the Seller's conveyancers with all such information and/or documents as are required for transfer purposes.
- 6.2 The Seller negotiated a reduced conveyancing fee to be charged by the Seller's conveyancers for the registration of the bonds from ABSA Bank, Standard Bank, FNB, Nedbank and SA Home Loans which the Purchasers must obtain to finance the purchase of the Property, if these bond applications are processed by the Seller's bond originator and the bond instructions are issued to the Seller's conveyancers.

If the Seller's conveyancers are not instructed to attend to the registration of these bonds the Purchaser shall be liable to pay the bond registration costs to such other conveyancer instructed by the bank.

6.3 The Purchaser shall be liable for the payment of all and any bank valuation and bank assessment and initiation fees and charges as well as the cost relating to the issue of the required insurance certificate.

6.4 The Purchaser shall co-operate with and provide to the Seller's conveyancers on their demand all documentation and information and shall within 7 (Seven) days of their request, sign all documents, pay all costs and, generally, do whatever may be required by the Seller's conveyancers for purposes of effecting registration of transfer and, if applicable, registration of a mortgage bond over the property.

7. MORTGAGE FINANCE.

7.1 The Purchaser wishes to raise a loan in the amount as set out in clause 3.1.3 for purposes of funding the purchase of the Property.

7.2 The Purchaser shall utilise the services of the Seller's Bond Originator to make application to a registered commercial bank for a loan in the amount required upon the security of a first mortgage bond to be passed over the title deed for the Property simultaneously with transfer.

7.3 The Purchaser undertakes to use his best endeavours to assist the Seller's Bond Originator in order to raise the loan in as set out in clause 7.1 and furthermore undertakes to sign all such documents as are reasonably necessary for this purpose. The Purchaser warrants that he has sufficient income to procure the aforesaid loans.

7.4 If the loan is not raised within 30 (Thirty) days from date of acceptance of this offer to purchase by the Seller by the time period may be extended by the Seller on written notice to the Purchaser for a further period or periods not exceeding a total of 90 days, failing which this agreement shall lapse and no longer be of any force or effect.

8. SURETYSHIP.

Should the Purchaser be a company or close corporation or trust the signatory to this agreement warrants that he is duly authorised to enter into this agreement on behalf of the company, or close corporation or trust and hereby binds himself as surety and co-principal debtor in favour of the seller for all the obligations of the purchaser in terms of this agreement (including any amounts which may become owing arising out of any breach of this agreement) and renounces the benefits of excussion, division, cession of action and *de duobus vel pluribus reis debendi* the meaning and full force and effects of such benefits the signatory/surety acknowledges he knows and understands.

9. SELECTION/VARIATION OF FINISHES.

The Property is a completed apartment which was finished in terms of a final specification and finishes schedule, attached hereto. The Purchaser shall under no circumstances be entitled to request the Seller to make any variations whatsoever to the plans and/or the schedule of finishes annexed hereto.

10. AGENT'S COMMISSION.

The Purchaser warrants that the Seller's Estate Agent introduced the Purchaser to the Seller and to the Property and hereby indemnifies the Seller against any claim for commission from any other estate agent or third party that may arise out of the conclusion of this agreement.

11. CONSUMER PROTECTION ACT.

11.1 It is recorded that the provisions of the Consumer Protection Act, 2008 (No 68 of 2008) ("the Consumer Act") are applicable to this transaction and accordingly the Property is sold with the implied warranty of quality as set out in Section 56 of the Consumer Act and the property complies with the requirements and standards as contemplated in Section 55 of the Consumer Act.

11.2 The Purchaser acknowledges and hereby accepts that, in terms of the Consumer Act, it is entitled to receive the Property on the basis that the Property:

- 11.2.1 will be reasonably suitable for the purposes for which it is generally intended;
- 11.2.2 is of good quality, in good working order and free of any defects;
- 11.2.3 will be useable and durable for a reasonable period of time, having regard to the use to which the property would normally be put to and the surrounding circumstances of its supply.

12. ARBITRATION.

12.1 Save in respect of urgent relief, whether of an interim or final nature, any difference or dispute arising out of this agreement including (but without limiting the generality of the foregoing):

- 12.1.1 the interpretation thereof;
- 12.1.2 the rectification thereof;
- 12.1.3 the effect thereof;
- 12.1.4 the parties' respective rights or obligations thereunder;
- 12.1.5 a breach thereof;
- 12.1.6 the termination thereof;
- 12.1.7 and/or any matter arising out of the termination thereof;

shall be subjected to and decided by arbitration in the manner set out in this clause 13.

12.2 The arbitration shall be held by a qualified practicing arbitrator appointed by the Seller's conveyancers and shall be held in accordance with the expedited rules of the Arbitration Foundation of Southern Africa.

12.3 This clause 13 shall constitute the irrevocable consent of the parties hereto to the arbitration proceedings in terms hereof, and neither party shall be entitled to withdraw therefrom or to claim at any such arbitration proceedings that it is not bound by this paragraph.

13. ADDRESSES AND NOTICES.

- 13.1 For the purposes of this agreement, including the giving of notices and the serving of legal process, the parties choose domicilium citandi et executandi ("domicilium") at the addresses set out in the schedule.
- 13.2 A party may at any time change that party's domicilium by notice in writing to each of the other parties, provided that the new domicilium is in the Republic of South Africa and consists of, or includes, a physical address at which process can be serviced, such new address being effective on receipt by the addressee of such written notice.
- 13.3 Any notice given in connection with this agreement shall:
- 13.3.1 be delivered by hand; or
 - 13.3.2 be sent by prepaid registered post with a copy by email (if the *domicilium* includes an email address); or
 - 13.3.3 be sent by telefax (if the *domicilium* includes a telefax number);
 - 13.3.4 be sent by email (if the *domicilium* includes an email address).
- to the *domicilium* chosen by the party concerned.
- 13.4 A notice given as set out above shall be deemed to have been duly given:
- 13.4.1 if delivered, on the date of delivery;
 - 13.4.2 if sent by post, 7 days after posting;
 - 13.4.3 if sent by telefax, on the date that the telefax is transmitted provided that such date shall be a business day i.e. shall not be over a weekend or on a public holiday;
 - 13.4.4 if sent by email, on the date the email is transmitted provided such date shall be a business day i.e. shall not be over a weekend or a public holiday.

14. ENTIRE CONTRACT.

This agreement constitutes the entire contract between the parties with regard to the matters dealt with in this agreement and no representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties.

15. VARIATION AND CANCELLATION.

No agreement varying, adding to, deleting from or cancelling this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.

16. INDULGENCES.

No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future

Thus signed at _____ on the day of _____

AS WITNESSES:

1. _____
Purchaser / Duly authorized
representative

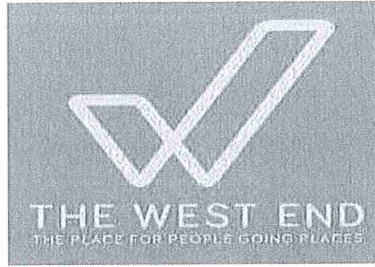
2. _____

Thus signed and accepted at _____ on the _____ day of _____

AS WITNESSES:

Seller / Duly authorized representative

ANNEXURE 4



THE WEST END

SPECIFICATION

CLIENT NAME: _____ UNIT NUMBER: _____ TYPE: _____

	Description
Roof	Trusses with cement tiles and concrete roof slabs where applicable
Ceilings	Plaster to underside of concrete soffits with no cornice
	Herculite ceiling boards(9.5mm) with bishop strips and 75mm cornice Correct
Plastered Walls	External walls - One coat cement plaster
	Internal walls - One coat cement plaster
Paint	External - Painted with 1x under coat and 2 x top coats - as per show unit
	Internal - Painted with 1x under coat and 2 x top coats - as per show unit
Window and door Frames	Aluminium
Front door	Solid timber door
Internal Doors	Fibre-plywood door
Skirting	Carpet areas - 75mm Timber skirting
	Tiled areas - 75mm Tiled skirting
Electrical Points	Light and plug points as per architect
Plumbing and drainage	Hot and cold water to all baths, basin and showers
	Provide one (1) cold under tile stop cock per washing machine/Dish washer.
Geyser	150lt Electrical geyser
Floor and wall finishes	Main living areas - Tiled - Cream colour
	Bathroom & Shower Floors - Tiled floors, cream colour
	Bathroom Walls - Tiled to ceiling, cream colour
	Bedrooms - Carpeted, cream colour
	Kitchen Floor - Tiled, cream colour
	Kitchen walls - Tiled to below kitchen wall units
	External floors - tiled - light grey colour
Light Fittings	Ceiling light fitting with energy saving light bulbs - as per show unit
Kitchen appliances	Electric hob, oven and extractor fan
Kitchen cupboards	Apartments: Melamine with linear finish colour with 40mm edged quartz top
Bedroom built in cupboards	White melamine with linear finish
Tap fittings	Chrome Mixers - as per show unit
Bathroom fittings	Chrome - as per show unit
Shower doors	Sliding shower doors with safety glass - as per show unit
Door handles	Steel handles - as per show unit
Washing line	Excluded
Landscaping and Lawnscapeing	Included For Ground Floor Units
Carport	Paved, shade cloth carport wit piped structure
Municipal Fees	Connection fee excluded - R4500
	Deposits for owners account
NHBC	Included

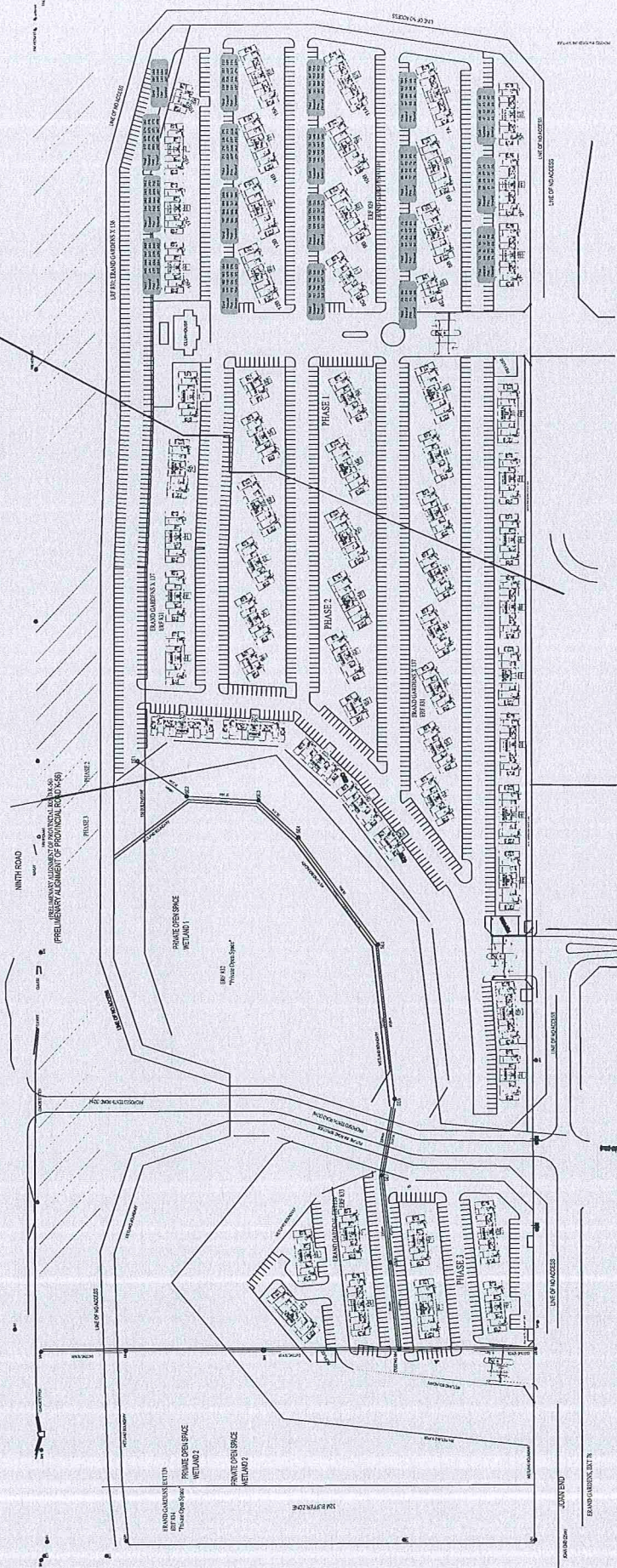
It is explicitly understood that the Developer and Architects reserve the right to make amendments to the architectural elements and finishes in the refining of the project.

CLIENT SIGNATURE : _____
 WITNESS: _____

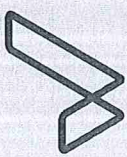
DATE: _____
 DATE: _____



SITE PLAN



DEVELOPED BY :  Reeflorlds

 THE WEST END
THE PACE OF EIGHTY COOL PLACES

PERSONAL AFFIDAVIT

I, the undersigned,

(full name & surname of deponent)

Identity Number: _____

DO HEREBY MAKE OATH AND SAY THAT:

1. My full names and personal details as stated above are correct.
2. An identity document as issued by the Director-General Home Affairs of the Republic of South Africa and referred to in Regulation 18 (1) of the Regulations promulgated in terms of the Deeds Registries Act No. 47 of 1937 has been issued to me and the information reflected therein is correct.

*if no identity document has been issued, elaborate on reasons why below (i.e. foreign national):

3. My present marital status is as follows (please indicate relevant matrimonial property regime by marking the block applicable) –

A APPLICABLE TO ALL PARTIES

A1 – RELIGIOUS / CUSTOMARY MARRIAGE & INDEMNITY

Despite whichever status declaration I depose and swear to below, albeit UNMARRIED or married in terms of a particular regime, I hereby declare that I have never concluded any religious or customary celebration (*or further religious / customary celebration), which may be construed as a religious / customary marriage recognised as a valid marriage in terms of South African Law. I hereby indemnify the conveyancing attorneys Bert Smith Incorporated and the conveyancer affiliated to the said firm, from any future claim which may arise from my marital status chosen herein.

A2 – DOMICILE OF HUSBAND

I, **the husband** hereby declare that my domicile at the time of my marriage, was SOUTH AFRICA.

AND / OR

I, **the wife** hereby declare that my husband's domicile at the time of our marriage, was SOUTH AFRICA.

If not domiciled in SOUTH AFRICA at the time of marriage, please indicate country of domicile below:

B Unmarried

I confirm that I am unmarried:

- I have never been married.
- I am legally divorced.
- I am a widow/widower.

C Married out of community of property

I confirm that I am married out of community of property and that I entered into an ANC,

Contract No. _____.

D Married in community of property

I confirm that I am married in community of property.

I confirm that I have the due assistance of my spouse to the extent that I need to for this type of transaction.

[Note: Spouse to sign this document as well.]

E Married in a monogamous/polygamous customary marriage before 15 November 2000, with marriage property system under customary law

I confirm that I am married according to customary law under the Recognition of Customary Marriages Act 120 of 1998 [Section 7(1)].

F Married in a polygamous customary marriage after 15 November 2000, with marriage property system by court order

I confirm that I am married according to customary law under the Recognition of Customary Marriages Act 120 of 1998 [Section 7(6)].

My matrimonial property is governed by order of court dated _____.

G Married in a monogamous customary marriage after 15 November 2000 in community of property – In possession of a Registration Certificate issued by the Department of Home Affairs

I confirm that I am married in community of property according to customary law under the Recognition of Customary Marriages Act 120 of 1998 [Section 7(2)].

I confirm that I have registered my marriage with the Department of Home Affairs in terms of the provisions of the Customary Marriages Act 120 of 1998 [Section 4] and that I am in possession of a registration certificate issued by the Department of Home Affairs bearing the prescribed particulars.

I have not entered into an ANC.

I confirm that I have the due assistance of my spouse to the extent that I need to for this type of transaction. [Note: Spouse to sign this document as well.]

H Married in a monogamous customary marriage after 15 November 2000 in community of property – NOT in possession of a Registration Certificate issued by the Department of Home Affairs

I confirm that I am married in community of property according to customary law under the Recognition of Customary Marriages Act 120 of 1998 [Section 7(2)].

I confirm that I have not yet registered my marriage with the Department of Home Affairs in terms of the provisions of the Customary Marriages Act 120 of 1998 [Section 4] and that I was advised by the conveyancer attending to this matter that I am obligated to do so.

I have not entered into an ANC.

I confirm that I have the due assistance of my spouse to the extent that I need to for this type of transaction. [Note: Spouse to sign this document as well.]

I Married in a monogamous customary marriage after 15 November 2000 out of community of property

I confirm that I am married out of community of property according to customary law under the Recognition of Customary Marriages Act 120 of 1998 [Section 7(2)].

I have entered into an ANC, Contract No. _____.

J Married according to Muslim or Hindu rites

I confirm that I am married according to Muslim/Hindu rites.

4. The full and correct names of my present spouse are _____.

5. The Matrimonial Property System applicable to my said marriage -

5.1. has not been altered in any way by an Order of any Court of Law and no application to any Court of Law for any such Order is pending or contemplated;

5.2. has not been altered in any way by Notarial Agreement under the provisions of the Matrimonial Property Act No. 88 of 1984 as amended; nor is it contemplated or intended to enter into such an Agreement;

6. My power to deal with or mortgage immovable property has not been suspended by Order of Court in terms of Section 16(2) of the aforesaid Act and to the best of my knowledge and belief no such application is pending or contemplated by my spouse.
7. I shall immediately upon any changes to my status / matrimonial property regime, advise the conveyancer in writing of such changes.

SIGNED and SWORN/AFFIRMED to before me at _____ on this _____ day of _____, the Deponent having acknowledged that he/she knows and understands the contents of this Affidavit, which is deposed to in accordance with the regulations governing the administration of an oath as more fully set out in Government Notice R 1258 of the 21st July 1972, as amended by Government Notice 1648 dated the 19th of August 1977 and Government Notice 903 dated the 10th July 1998.

COMMISSIONER OF OATHS



t: +27 (0) 11 219 6200
f: +27 (0) 11 219 6238

Ground Floor, Boundary Place
18 Rivonia Road, Cnr Rivonia Road
and Boundary Road, Illovo, 2196
PO Box 1211, Saxonwold, 2132

DX 6 Parktown North

INSTRUCTION TO INVEST TRUST MONEYS
(In respect of a conveyancing transaction)

Section 86(4) of the Legal Practice Act 28 of 2014

To: STBB ATTORNEYS, NOTARIES & CONVEYANCERS
In: JOHANNESBURG ILLOVO

TRANSACTION DETAILS: (Transfer from / to & of)

From (Seller): REEFLOARDS PROPERTY DEVELOPMENTS PROPRIETARY LIMITED
Registration Number 2010/019803/07

To(Purchaser):

Of (Property):

SECTION _____, ROYAL REEF WEST/THE WEST END/ORCHID RIDGE/CANVAS EIGHTY2. (Delete of required)

We, the undersigned, (the person who's name / entity in which investment account will be opened)

Full name and surname: _____

Identity number: _____

Marital status: _____

being the Transferee/s in the abovementioned transaction, hereby confirm my/our instructions to **STBB** to invest with _____ all funds paid to **STBB** by me/us on account of the purchase price, on the basis that:

1. the amount is invested in a trust savings account or other interest-bearing account;
2. the account contains a reference to Section 86(4) of the Legal Practice Act 28 of 2014;
3. the interest which accrues on such investment is to be for the company/close corporation/my benefit and is to be paid to me/us/it, after deducting your professional fee and costs for administering the investment, as soon as possible after the date of registration of the above-mentioned transaction;

The Big Small Firm
stbb.co.za

Commercial Law | Conveyancing | Development Law | Labour Law | Estates | Family Law | Litigation | Personal Injuries & Third Party Claims

Cape Town: 021 406 9100	Bedfordview: 011 453 0577	Blouberg: 021 521 4000	Centurion: 012 001 1546
Claremont: 021 673 4700	East London: 043 721 1556	Fish Hoek: 021 784 1580	Fourways: 010 001 2632
Helderberg: 021 850 6400	Illovo: 011 219 6200	Tyger Valley: 021 943 3800	

DIRECTORS: Darren Brander | Armand Coetzee | Karl-Heinz Göhring | Anastasia Haji-Pavlou | Richard van der Schyff
SENIOR ASSOCIATES: Y Baia | J Hamers | S Petersen | A Seemund
ASSOCIATES: S Asaram | S Bharath | T Davids | G Enslin | P Makhubela | K Tsebe | M van der Westhuizen
EXECUTIVE CONSULTANTS: Gert Minnaar | Tony Newell | Kim Zolty
SMITH TABATA BUCHANAN BOYES INC

REGISTRATION NO: 2007/007774/21

VAT REG NO: 4540235860

4. the capital amount invested is to be paid in accordance with the transferor's instructions on the date of registration of transfer.
5. 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.
6. Administration Fee deductions from monthly Gross Interest accrued:

6.1. acknowledge that, in addition to the administration fee due to STBB Smith Tabata Buchanan Boyes stipulated below, the bank is obliged, in terms of Section 86(5)(b) of the Legal Practice Act 28 of 2014 to deduct from the interest earned on the investment an amount equivalent to 5% of such interest and pay this amount to the Fidelity Fund.

6.2. We hereby authorise STBB to deduct from the interest *percentage* earned an administration fee based on the following sliding scale on the amount/s invested:

R0	-	R10 000.00	3,20% per annum
R10 000.01	-	R20 000.00	1,95% per annum
R20 000.01	-	R50 000.00	1,45% per annum
R50 000.01	-	R200 000.00	1,00% per annum
R200 000.01	-	R500 000.00	0,90% per annum
R500 000.01	-	R1 000 000.00	0,80% per annum
Amounts in excess of R1 000 000,00			0,50% per annum

7. The Financial Intelligence Centre Amendment Act (FICAA) information required.

In terms of FICAA, the following important information is required :

- **Source of Funds (SOF)**
How funds were deposited (ie: EFT, Cash, Cheque, Guarantee).
- **Source of Wealth (SOW)**
What made the client wealthy (ie: Inheritance, Pension, Sale of Shares, etc).
- **Source of Income (SOI)**
Clients employment Status (ie: Retired, Salary, Self-Employed, Unemployed, Student, etc).
- **Standard Occupation Codes (SOC)**
Clients occupation (ie: Attorney, Accountant, Doctor, etc).
- **Standard Industry Classification (SIC)**
Clients primary occupation industry (ie Legal, Financial, Medical, etc).
- **Country of Trade / Invested with**
South Africa (unless specified otherwise).
- **Activity Jurisdiction**
South Africa (unless specified otherwise).
- **Clients e-mail address**

Please note that we cannot open an investment account for you unless we have copies of the following documents:

- **ID document / Passport**
- **Proof of Residential Address (Rates / Utility Bill)**
- **Singed Authority to invest**
- **Personal Information Sheet**
- **Proof of Banking Details to be attached i.e.**
(A cancelled cheque, page of a bank statement or letter from the Bank confirming account details).

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Claremont:	021 673 4700	East London:	043 721 1556	Fish Hoek:	021 784 1580	Fourways:	010 001 2632
Helderberg:	021 850 6400	Illovo:	011 219 6200	Tyger Valley:	021 943 3800		

DIRECTORS: Darren Brander | Armand Coetzee | Karl-Heinz Göhring | Anastasia Haji-Pavlou | Richard van der Schyff

SENIOR ASSOCIATES: Y Baia | J Hamers | S Petersen | A Seemund

ASSOCIATES: S Asaram | S Bharath | T Davids | G Enslin | P Makhubela | K Tsebe | M van der Westhuizen

EXECUTIVE CONSULTANTS: Gert Minnaar | Tony Newell | Kim Zolty

SMITH TABATA BUCHANAN BOYES INC

REGISTRATION NO: 2007/007774/21

VAT REG NO: 4540235860

***IMPORTANT CLIENT FICAA NOTICE**

ATTACHED HERETO YOU WILL FIND THE RELEVANT FICAA (Financial Intelligence Centre Act Amendments) QUESTIONNAIRE for full completion. Both this Investment Mandate and the Questionnaire are required in order to open the investment account. *STBB SMITH TABATA BUCHANAN BOYES cannot be held liable for any loss of interest as a result of outstanding FICAA information not received from you.*

PURCHASER

DATE

PURCHASER

DATE

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PERSONAL INFORMATION OF PURCHASER NO. 1

Full name: _____
Identity no: _____
Income tax no: _____
South African resident (yes/no): _____
Physical address: _____
Postal address: _____
Tel no (incl. area code): _____
Fax no (incl. area code): _____

PERSONAL INFORMATION OF PURCHASER NO. 2

Full name: _____
Identity no: _____
Income tax no: _____
South African resident (yes/no): _____
Physical address: _____
Postal address: _____
Tel no (incl. area code): _____
Fax no (incl. area code): _____

BANKING REFUND DETAILS

I/we consent to an EFT (electronic funds transfer) of interest or to the refund of any monies due to me/us, into the below- mentioned bank account: (Proof thereof to be provided to the Conveyancers)

Balance to: _____
Bank Name: _____
Account no.: _____
Branch no.: _____

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FICA REQUIREMENTS

NATURAL PERSON

- Clear copy of identity document
- Proof of residence (utility bill, or bank statement, or recent lease/rental agreement, or municipal rates and taxes invoice, or telkom account, or payslip – all less than 3 months old)
- Income Tax reference number
- Marriage Certificate, if applicable
- Antenuptial Contract, if applicable
- Should your marital status have changed, a copy of a divorce or death certificate of spouse

OR

CLOSE CORPORATION

- Founding Statement and Certificate of Incorporation (CK1)
- Amended founding statement (CK2)
- Proof of residence of Close Corporation (utility bill, or bank statement, or recent lease/rental agreement, or municipal rates and taxes invoice, or telkom account, or payslip – all less than 3 months old)
- Clear copy of identity document and proof of residence for **all Members**

OR

COMPANY

- Certificate of Incorporation (CM1)
- Registered office and postal address (CM22)
- Proof of residence of the Company (utility bill, or bank statement, or recent lease/rental agreement, or municipal rates and taxes invoice, or telkom account, or payslip – all less than 3 months old)
- Clear copy of identity document and proof of residence for **all Directors**

OR

TRUST

- Deed of Trust
- Letters of Authority
- Proof of residence of the Trust (utility bill, or bank statement, or recent lease/rental agreement, or municipal rates and taxes invoice, or telkom account, or payslip – all less than 3 months old)
- Clear copy of identity document and proof of residence for **all Trustees**

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SMITH TABATA BUCHANAN BOYES INC

REGISTRATION NO: 2007/007774/21

VAT REG NO: 4540235860

Your Ref: Name: WM045694/CH

Our Ref: GM/Chanté Hellerle

Date:

THE WEST END: PAYMENT OF THE DEPOSIT OR CASH PURCHASE PRICE INTO THE TRUST ACCOUNT OF THE CONVEYANCERS

The securing deposit/deposit/purchase price of R_____ for
SECTION_____ THE WEST END. Client name and surname:_____

must be paid into the trust bank account of Smith Tabata Buchanan Boyes (STBB), the conveyancers attending to the transfer of this sectional title unit.

The conveyancers, for security reasons to prevent the interception of bank details in cyber space, created a preloaded beneficiary for its bank account with all the major banks under the name of STBB JHB ABSA.

Please search for this preloaded beneficiary on your bank's portal and use the following reference number for the recipient when making this deposit:

REFERENCE: WM045694/CH

If you experience any problems in making this payment please contact Chanté Hellerle at 011-219 6200 or ChanteH@stbb.co.za.

Please send proof of payment together with this document to ChanteH@stbb.co.za so that your deposit can be allocated to your file and arrangements can be made to invest it in terms of Section 86 (4) of the Legal Practice Act for it to accrue interest for your benefit, pending transfer of the property into your name.

We cannot allocate deposits paid into the STBB trust bank account without this accompanying document.

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DIRECTORS: Darren Brander | Armand Coetzee | Karl-Heinz Göhring | Anastasia Haji-Pavlou | Hopewell Sathekege | Richard van der Schyff

SENIOR ASSOCIATES: Y Baia | G Enslin | J Hamers | A Seemund

ASSOCIATES: S Asaram | S Bharath | T Davids | F Cassim | P Makhubela | J Schumacher | N Singh | K Tsebe

EXECUTIVE CONSULTANTS: Gert Minnaar | Tony Newell | Richard van Schalkwyk | Kim Zolty

Smith Tabata Buchanan Boyes Inc

REGISTRATION NO: 2007/007774/21

VAT REG NO: 4540235860

ADDENDUM

BETWEEN

REEFLORDS PROPERTY DEVELOPMENT PROPRIETARY LIMITED

Registration No. 2010/019803/07

Herein represented by _____ in his capacity as the duly authorized, representative of the company duly authorised hereto.

AND

AND WHEREAS the above parties have agreed that the Seller agrees to amend the agreement the agreement of sale with the Purchaser on certain terms and conditions;

NOW THEREFORE the parties herewith further agree as follows:

- 1.1 That the Offer to Purchase entered into by and between the above parties on _____ over Section _____ The West End, is hereby amended as follows.
- 1.2 The Seller and Purchaser agree that clause 7.5 of the schedule to the agreement be deleted herewith in its entirety and is forthwith replaced with the following wording:
The Purchaser has taken note of the fact that the property has been occupied by tenants and as such acknowledges that he /she has conducted a thorough inspected of the property, is satisfied with the condition thereof and purchases it voetstoots, i.e. as it stands. The Purchaser acknowledges further that no representations have been made nor guarantees given to the Purchaser by or on behalf of the Seller relating to the property or the condition thereof.
- 1.3 The remainder of the provisions of the Offer to Purchase will remain unchanged and will remain of full force and effect.

THUS DONE and signed at _____ on _____

As witnesses:

PURCHASER

THUS DONE and signed at _____ on _____

As witnesses:

SELLER

ADDENDUM

ADDENDUM TO OFFER TO PURCHASE SIGNED BETWEEN

REEFLORDS PROPERTY DEVELOPMENT PROPRIETARY LIMITED

Registration No. 2010/019803/07

herein represented by in his capacity as
representative of the company duly authorised hereto by resolution
("the Seller")

and

.....

.....

("the Purchaser")

on the _____ with regards to the property situated at

WHEREAS the Purchaser has taken note of the fact that the said Unit is currently tenanted and that such tenant will remain in occupation after date of registration of transfer in terms of the provisions of an existing lease agreement.

WHEREAS the Purchaser has acquainted himself/herself/itself with the provisions of the said existing lease agreement and will take over the said lease agreement on date of registration of transfer ;

NOW THEREFORE the said parties agree as follows:

1. The parties hereto agree that notwithstanding any other provision contained in the main agreement that the unit is currently tenanted in terms of the provisions of an existing lease agreement and that the said tenant will remain in occupation on date of registration of transfer.

2. The Purchaser has acquainted himself/herself/itself with the provisions of the said existing lease agreement which the Purchaser will take over as landlord from date of registration of transfer.
3. The Purchaser shall take cession of all the rights and obligations of the Seller, held by the Seller, in terms of the said lease agreement, as at date of registration of transfer.
4. The Purchaser herewith indemnifies the Seller from any claim or action that may result from the Purchaser taking cession of the Sellers rights as referred to in clause 2 above.
5. The Seller and Purchaser agree that clause 7.5 of the schedule to the agreement be deleted herewith in its entirety and is forthwith replaced with the following wording:
 - a. *The Purchaser has taken note of the fact that the property is currently occupied by tenants and as such acknowledges that he /she has conducted a thorough inspected of the property, is satisfied with the condition thereof and purchases it voetstoots, i.e. as it stands. The Purchaser acknowledges further that no representations have been made nor guarantees given to the Purchaser by or on behalf of the Seller relating to the property or the condition thereof.*
6. The remainder of the provisions contained in the main agreement will remain unchanged.

THUS DONE and SIGNED AT _____ ON _____

AS WITNESSES:

1. _____
Purchaser

2, _____

THUS DONE and SIGNED AT _____ ON _____

AS WITNESSES:

1. _____
Seller

2, _____