AGREEMENT OF SALE OF A SECTIONAL TITLE UNIT

Between:

('the Seller')

WE SHELF TRADING 331 PROPRIETARY LIMITED

(Registration No. 2012/019489/07)

Herein represented by _____ in his capacity as director duly authorised)

AND

('the Developer')

GRO PROPERTIES PROPRIETARY LIMITED

(Registration No. 2001/024247/07)

Herein represented by _____ in his capacity as director duly authorised)

AND

I,We
NAME_____

ID NUMBER_____
(PURCHASER 1)

Or

NAME OF ENTITY_____

ENTITY NUMBER_____

Herein represented by_____
(PURCHASER)

A. SCHEDULE OF INFORMATION

1. PROPERTY

UNIT _____ IN THE SECTIONAL TITLE SCHEME 127 AT BROOKLYN SITUATED AT ERF 451 NIEUW MUCKELNEUK
MEASURING ____ SQUARE METERS:

2. PURCHASE PRICE

Purchase Price (Inclusive of transfer fees)	R
In words	

3. PAYMENT OF PURCHASE PRICE

5.1	**Deposit**	
5.2	**Balance on Registration of Transfer**	

4. MORTGAGE BOND

If the sale is subject to the Purchaser obtaining a mortgage bond

Mortgage bond amount	**R**

5. NAME OF SELLING AGENCY AND AGENT

6. CONVEYANCERS DETAILS

Pennells Attorneys

Tel : 012 460 2086

Contact : Antoinette Raats

Email : araats@pennells.co.za

P R E A M B L E :

WHEREAS:

(a) The Seller has agreed to sell to the Purchaser a fully built residential sectional title unit in the sectional title complex specified in clause 2 of the schedule of information (Which unit is hereinafter referred to as 'the property' through the abovementioned agent and agency

B. TERMS AND CONDITIONS

1. SALE OF THE PROPERTY

The Seller hereby sells and the Purchaser hereby purchases the property at the purchase price inclusive transfer costs, subject to and upon the terms and conditions contained in this agreement.

2. PAYMENT OF THE PURCHASE PRICE

2.1 The purchase price shall be paid to the Seller as follows:

2.1.1 A deposit of R_____ (in words _____) within ____days of the date of signature of this agreement by the Purchaser to the conveyancer, which amount shall be held in trust until registration of transfer and shall be invested in an interest bearing trust account with the interest to accrue to the Purchaser on transfer; and

2.2 The balance of the purchase price is payable to the seller against registration of transfer of the property into the name of the Purchaser in the Deeds Office and the Purchaser shall within 7 days of fulfilment of the suspensive conditions deliver to the Seller's conveyancer a written guarantee by a South African registered Commercial Bank acceptable to the Seller.

2.3 If the full purchase price is paid in cash the purchaser shall pay the full purchase price into the conveyancers account within ___days of signature hereof.

2.4 The conveyancer shall be entitled and obliged and is hereby authorised by the parties hereto in terms of Section 78(2) of the Attorneys Act, 1979, to invest the deposit and any other amount paid to them in terms of clause 2 in an interest-bearing trust account, interest accruing to the Purchaser.

3. MORTGAGE BOND

3.1 This agreement is subject to the Purchaser obtaining a loan from a bank or other recognised financial institution for not less than the amount (if any) stated in clause 4 of the schedule of information upon the security of a first mortgage bond to be registered against the property.

3.2 A bond originator appointed by the Seller must attend to the bond application at a financial institution of the Purchasers choice.

3.3 In the event of such loan not being approved in principal within 21(twenty one) days after signature of this agreement by the Seller, then this agreement shall become of no force or effect in which event the Seller shall be required to refund to the Purchaser the amounts paid in terms of this agreement.

3.4 A letter from a financial institution or the Seller, confirming that the bond is granted in principal, shall suffice for fulfilment of this suspensive condition.

3.5 All bond costs to be paid by purchaser.

3.6 All bond registrations must be done by the Conveyancer.

4. TRANSFER OF THE PROPERTY

Transfer of the property and registration of the bond shall be effected by the conveyancer as soon as possible The Purchaser must sign all documents when called upon to do so by the conveyance. All bond costs will be paid by the purchaser on request.



5. POSSESSION AND RISK

The Seller shall give the Purchaser possession and occupation of the property on _____and all risk and benefit in the property shall pass to the Purchaser against registration of transfer.Occupational rent will be R_____ per month should the Purchaser take Occupation before registration.

6. BREACH BY PURCHASER

6.1 If the Purchaser commits a breach of this agreement and/or fails to comply with any of the provisions hereof, then the Seller shall be entitled to give the Purchaser not less than 7 (seven) days' notice in writing to remedy such breach and/or failure and if the Purchaser fails to comply with such notice, then the Seller shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which the Seller may have in law, including the right to claim damages:

6.1.1 To cancel this agreement in which event the Purchaser shall forfeit all monies paid to the Seller or its attorneys or agent/s in terms of this agreement and all interest thereon as "rouwkoop"; and/or

6.1.2 To claim immediate performance and/or payment of all the Purchaser's obligations in terms of this agreement or any other damages; and/or

6.1.3 To recover from the Purchaser all or any brokerage payable or paid by the Seller in respect of this transaction.

6.1.4 To claim any other damages.

7. RIGHT OF THE SELLER TO KEEP MARKETING THE PROPERTY

The seller reserves himself the right to keep on marketing the property even after it has been sold to a purchaser and also to accept more than one offer on the same property. The first purchaser who furnishes the sellers conveyancer with proof of finance will be the true purchaser and the sellers conveyancer will continue to transfer the property to the purchaser after all the other terms of this agreement has been met. The other accepted offers will become null and void.

8. DOMICILIA AND NOTICES

8.1 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*') as follows:

11.1.1 The Seller: _____

11.1.2 The Purchaser: as contained in the schedule of information.

8.2 A party may at any time change his *domicilium* by notice in writing, 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 served or notices given. All notices shall be in writing and sent by prepaid registered post or delivered by hand or faxed, together with proof thereof, to the *domicilium* chosen by the party concerned and shall, if posted, be deemed to have been duly delivered 7 (seven) days after the day on which such notice was posted.



9. RENTED PROPERTY

The purchaser is aware of the fact that the property is not a brand new property and that the property was previously let by the seller. The property is therefore sold voetstoots as it stands and the purchaser acknowledges that he or she has properly inspected the property and is satisfied with the property as is stands.

10. AGENTS COMMISSION

The parties agree that the agent of the Estate agency as mentioned in the Preamble is the effective cause of this agreement and shall be deemed to have earned commission upon signature of this agreement by the parties and payable by the seller on registration of transfer of the property into the name of the Purchaser. If this agreement is subject to any suspensive conditions then the commission shall be deemed to have been earned on the fulfillment of such suspensive conditions. The commission is a first charge against the deposit and/or proceeds of the sale and the Seller by his signature hereto, irrevocably authorizes and instructs the said conveyancers to pay the said Agents its commission in terms of this Agreement. The Agent, by signing this Agreement, accepts all benefits conferred upon it in terms hereof. Should the Purchaser fail to carry out any condition hereof, the Agent shall be entitled but not obliged to claim its commission from the Purchaser without prejudice to its rights against the Seller.

11. CERTIFICATE OF ELECTRICAL COMPLIANCE:

The Seller shall his deliver to the Purchaser an electrical compliance certificate issued by a competent electrical contractor in terms of the regulations promulgated in terms of Act 85 of 1993.

12. GENERAL

12.1 This agreement constitutes the whole agreement between the parties.No variation of this agreement will influence the terms of this agreement, unless such variations are put in writing and signed by both parties.The parties acknowledge that they have not been pursued to sign this agreement by any promises, presentations or guarantees of any sort.

12.2 The developer has reserved the right in terms of section 25 of the Sectional titles act to further develop the property by erecting further dwellings on the property and further has the right to amend any of these plans by increasing the size position and height of buildings and also increasing the amount

13. JURISDICTION

For the purposes of the proceedings arising from this agreement, the parties hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction over the person of the defendant in terms of section 28 of the Magistrate's Court Act of 1944, notwithstanding that such proceedings are otherwise beyond its jurisdiction.



SIGNED at _____ on this _____ day of _____2020.

AS WITNESSES:

1. _____

2. _____ _____
for and on behalf of **PURCHASER**

SIGNED at _____ on this _____ day of _____2020.

AS WITNESSES:

1. _____

2. _____ _____
2nd PURCHASER

ACCEPTED BY THE SELLER at _____ on this _____ day of _____2020.

AS WITNESSES:

1. _____

2. _____ _____
for and on behalf of **WE SHELF TRADING 331 PTY LTD**

AS WITNESSES:

2. _____

2. _____ _____
for and on behalf of **GRO PROPERTIES PTY LTD**

ACCEPTED BY THE AGENT at _____ on this _____ day of _____.

AS WITNESSES:

1. _____

2. _____ _____
AGENT

PURCHASER	
FULL NAMES AND SURNAME	
ID NUMBER	
FULL NAMES AND SURNAME OF SPOUSE	
ID NUMBER OF SPOUSE	
MARITAL STATUS	
DATE OF MARRIAGE	
PRESENT RESIDENTIAL ADDRESS	
PRESENT POSTAL ADDRESS	
FUTURE POSTAL ADDRESS	
TELEPHONE NUMBER	(WORK) (HOME)
TELEPHONE NUMBER OF SPOUSE	(WORK) (HOME)
E-MAIL ADDRESS	

K

127 @ BROOKLYN BODY CORPORATE

RULES OF CONDUCT

Drawn up for the Control, Management, Administration, Use and Enjoyment of the Sections and the Communal Property of under Section 35 of the Sectional Titles Act (Act No. 95/1986 as amended - "The Act")

1. DEFINITIONS

The following definitions shall be read together with the definitions, etc. as contained in the Act.

Body corporate
Each owner of a unit is part of the Body Corporate of the security complex.

Communal property
Any part of the land of the security complex that is not included in a Section and which includes such things as thoroughfares for vehicles, pool area, gym area, parking areas, refuse areas and gardens.

Exclusive use of
A part or parts of the communal property for the exclusive use of the owners of one or more sections as contemplated In Section 27 of the Act.

Land
The land that forms part of the security complex as indicated on the Sectional Plan.

Section
A section of the security complex , which is indicated on the Sectional Plan as such, and belonging to the registered owner.

Trustees
The controlling body of the security complex.

2. RULES

General
The communal property of the security complex shall jointly belong to all the owners of units in the said complex and it is the duty of each owner / resident to protect any part of the communal property as if it were their own private property. No person may do anything on the communal property without the written consent of the Trustees.

Tenants
All the rules shall apply *ipso facto* to tenants and all persons who have obtained right of occupancy of a section in whatever manner, and no agreement with such residents that is contrary to this stipulation shall be binding.

It is the responsibility of the owner to bring the contents of these rules for behavior to the attention of residents and to see to it that they are adhered to.

Visitors/Guests/Contractors
All the following rules shall apply *ipso facto* to visitors/guests/contractors/workers of owners/tenants as well as to any other person entering the property belonging to the security complex and it is the responsibility of the owner/resident to see to it that their visitors/guests and other persons adhere to and obey all the rules.

1.
Vehicles

1.1 Vehicles may only be parked in parking areas indicated as such. No owner/resident or visitor/guest may park or leave, or allow parking or leaving, a vehicle on the communal property or in the thoroughfare(s) for vehicles/pedestrians. Fines will be levied against transgressors, see number 26.

1.2 The Trustees may have any vehicle parked or left on the communal property or in a thoroughfare for vehicles/pedestrians removed, towed away or its wheels clamped at the cost of and the risk of the owner/resident concerned.

1.3 Vehicles of owners/residents/visitors/guests may not leak oil, brake fluid or any other on any parking or undercover parking areas and paving areas or damage such areas in any way. If this rule is transgressed, the owner of the unit concerned will be kept liable for the cost of cleaning/ repairs.

1.4 An owner/resident shall not be allowed to take a vehicle apart or undertake extensive repair work to it on any part of the common property, an exclusive use area or in a section.

1.5 No large vehicles (larger than 2.5 tons), including removal trucks, delivery vans etc. may drive onto the Parking Area off the Ring road in the complex as the parking is for purely residential purposes only and to prevent damage. **No taxis etc. may enter the premises of the body corporate and be left overnight on a parking space.**

1.6 Vehicles may not be driven at a speed in excess of 10 km/h on any part of the communal property taking due care for pedestrians, children and animals.

1.7 No unlicensed driver may drive vehicles within the complex.

1.8 Owners, residents and visitors may not blow their hooters to gain access to the complex.

1.9 No Caravans and trailers may be parked in the complex by the owner/tenant.

1.10 Motor vehicles may only be washed with a bucket. **Use of the Fire Hose Reel systems are strickly prohibited.**

1.11 Parking for visitors is available in the designated visitors/ guest parking areas.

2.
Toys and/or other objects

2.1 No toys or other objects may be left on any portion on the communal property.
2.2 No paintball, air or other firearms or recreational firearm is allowed or may be used.

3.
Damage or alterations to the communal property

3.1 Security doors may only be constructed according to the design approved by the Trustees of the complex.

3.2 Notwithstanding sub rule 3.1 an owner or someone authorized by the owner and written approval from the Trustees may:

3.2.1 Install any locking device, security gate, burglar bars or other security apparatus for the protection of the section according to the design approved by the Trustees of the complex;

3.2.2 Install a TV antenna, air-conditioning unit, **satellite dish and** any form of structure that will be permanently attached to the outer walls of the residential units or an apparatus to keep out animals or insects etc., provided that the Trustees have first given their written approval to the nature and design of the apparatus as well as to the manner and place in which it will be installed.

3.3 Faults/breakages/maintenance required on communal property will only be repaired if it is necessary and if funds are available. Maintenance etc. will be done according to urgency.

3.4 TAMPERING OF EQUIPMENT

It is prohibited to tamper with, **inter alia,** the following equipment.

1. Fire fighting equipment
2. Gates and gate motors
3. Gate keypads
4. Television equipment
5. External lighting equipment
6. Post boxes
7. Garden maintenance equipment
8. Electrical supply or electrical boxes.
9. Water heating system

4.
Outside appearance

Owners/residents of a section used for residential purposes may not place anything or do anything on any part of the communal property, including patios, carports and private gardens which, in the opinion of the Trustees, appear aesthetically unacceptable or undesirable when it is seen from the outside of the section.

5.
Signs and Notices

Owners/residents of a section may not attach a sign, notice, notice board or advertisement of any nature whatsoever on any part of the communal property or a section thereof if it is visible from the outside of the section without the written permission from the Trustees.

6.
Litter

6.1 An owner/resident of a section may not dump, throw or cause to be dumped or thrown, any litter, including rubbish, cigarette buds, leftover food, bottles or other rubbish on the communal property.

6.2 The following rules will apply to litter:

6.2.1 All liquids must be placed in sealed plastic bags and placed only in the allocated dustbins;
6.2.2 Only SABS approved plastic bags may be used to put litter in;
6.2.3 No flammable material may be thrown away in the dustbins supplied by the Body Corporate.
6.3 Occupants are responsible to take their rubbish/garbage to the allocated dustbins supplied by the Body Corporate.
6.4 Bins have been provided for garden refuse and may not contain any other refuse.

7.
Laundry

It is not allowed to hang washing over the burglar proofing, on the patio or the perimeter walls of the private garden, i.e. no washing may be visible from outside areas.

8.
Storage of flammable materials and other dangerous substances

An owner/resident may not store any material or carry out any other dangerous actions, and cause it to be carried out, or allow it to be carried out in a section that is occupied or on the communal property, or a section thereof, if it can or will bring about an increase in the tariff of the premium payable by the Body Corporate or any other Insurance policy.

9.
Occupation of units

9.1 The units shall be used for residential purposes only.

9.2 All tenants of units and other persons who have been granted occupation rights by an owner of a particular unit shall adhere to these rules for behaviour notwithstanding provisions contained in any rental agreements or in the granting of occupation rights that state otherwise.

9.3 Owners are liable and will be kept responsible for the behaviour of their tenants/residents/ visitors.

9.4 It is compulsory for an owner to attach a copy of the conduct rules to the tenants lease agreement. A provision that that the tenant is bound by the rules must also be included in the lease agreement.

9.5 An owner must notify the trustees when a tenant moves in or out, and must provide the body corporate of the details of the tenant.

9.6 No more than 2 persons (adults/ children) per bedroom shall reside in any section;

9.7 A resident must cover all windows within 3 days from occupancy with curtains / blinds as approved by the trustees.

10.
Maintenance of units and common property

It is in the interest, and to the mutual advantage of all concerned, residents, that owners and tenants maintain their sections and the common property in a good, clean, hygienic and habitable manner. To ensure this goal is met, the following general rules shall apply:

10.1 Residents shall keep their carports, patios and garden areas neat and clean.

10.2 Owners / residents shall be responsible for all interior painting and maintenance inclusive of blocked sewers, sanitary equipment, connections and repairs, with the exception of common external damage, which is considered to be within common property.

10.3 If an owner/ resident fails to repair (or maintain) his section to a state of good quality (or fails to maintain adequately any area of the common property allocated to him/her for his/her exclusive use and enjoyment) and such failure persists for a period of 7(seven)days after receiving written notice,

the Trustees are entitled in terms of Annex 8, Rule 70 of the Act to remedy the owner's / resident's failure and to recover the reasonable cost of doing so, from the owner of the section.

11.
Extermination of pests

11.1 An owner shall keep his/her unit free of termites, boring insects, cockroaches and other insects that destroy wood or any part of the unit and shall for this purpose, allow the Trustees, the Manager and their authorized agents or employees access to the section from time to time to inspect the section and to take such steps as is deemed necessary in order to exterminate such pests.

11.2 The cost of inspection and of such pests found within the section and the replacing of any wood or other material forming part of such section and damaged by such pests shall be borne by the owner of the particular unit.

11.3 All costs to exterminate pests shall be borne by the owner of the particular unit.

12.
Silence

NO DISTURBANCE OF THE PEACE WILL BE ALLOWED

12.1 All owners/residents are responsible for controlling the behaviour of their guests and visitors. No disturbance of the peace is allowed.

12.2 Radio's and musical instruments, TV's, Hi Fi's etc. shall be used in such a way that they shall not cause a disturbance to any unit or section.

12.3 No instrument, see 11.2, may be moved out of u unit to provide entertainment for an owner and especially may not be put on any part of the communal property.

13.
Gardens

13.1 No plants, flowers and trees may be planted in, or removed, from the communal gardens, before permission is received from the Trustees.

13.2 Throwing **or dumping** of garden rubble onto vacant sites or side of thoroughfares is forbidden. Garden rubble must be placed at the refuse area near the dustbins;

13.3 Shrubs and plants, including those with thorns, must be cut and placed into suitable containers for removal by the garden services.

13.4 Each resident must keep his or her enclosed garden area neat and tidy. If this is not done, the resident will be informed by the Body Corporate and the garden will be tended by the Body Corporate and the costs will be added to the resident's levy or deducted form deposits held..

13.5 Residents are requested to identify plants and trees that may cause damage to the building structure. It is not permitted to plant trees, fruit trees and plants that may cause damage to the building structure.

13.6 The outside gardens are the responsibility of the Body Corporate.

14.
Hobbies

14.1 No hobbies or any other activities shall be practiced on the communal property if it might cause a disturbance to other residents.

15.
Children

15.1 Residents shall supervise their children as well as the children of their visitors etc. in such a way that nothing may be damaged on the common property and that they are not a nuisance to other residents. In particular children may not play with the electrical boxes, damage plants, decorations, water ponds, electrified fencing, garden gates, nameplates and ride on security gates or damage the motor control.

15.2 Parents are responsible for the safety of their children on the common property. Children are not allowed to play on driveways.

At **all** times children must be supervised by their parents and any damages that may occur to any property will be for the relevant owner/parent/visitor/tenants account.

16.
Domestic Workers/Gardener/Contractors

16.1 Owners/residents shall ensure that their domestic workers/gardeners/contractors do not make any noise on the communal property or any other section and not damage any part of the communal property.

16.2 No domestic worker/garden worker/contractors or any other labourer may be given lodging in a Wendy house.

16.3 For security reasons domestic worker/garden worker/contractors may not be given any code/remote etc. that gives access to the complex.

16.4 Domestic/ garden workers need an ID document to gain entry to the complex.

17.
Visitors

17.1 The owners/residents shall be accountable for the behaviour of their visitors

17.2 The trustees maintain the right to remove any unruly visitors.

17.3 Only 1 visitors' cars are allowed per unit. Visitors may park on the parking bays inside the complex allocated to visitors. If more vehicles need to park, they are to park outside the complex.

18.
Business activities

18.1 No business, trade or profession may be conducted on the communal property or in a section thereof.

18.2 No business, trade or profession may be conducted in or from a unit since the complex is for residential purposes only unless written permission was given by the trustees.

18.3 No auctions, sales or jumble sales may be held on the common property or in a section.

18.4 No advertisement or publicity material may be distributed or exhibited on the communal property. **Estate agents boards may only be placed at appointed places.**

19.
Braai/Barbeque Facilities

19.1 No braai or open fire may be started on the Balconies. Braai equipment may only be kept and used within the enclosed exclusive areas of residents.

19.2 Under no circumstances may' braais be erected without the necessary permission of the Trustees.

19.3 It is not allowed to make a fire on the lawn, paving or on the common area.

20.
Animals, reptiles and birds

20.1 ***No dogs, cats, reptiles or any pets shall be permitted in or on the units or communal property without written permission from the Trustees***. However, the Trustees may withdraw such permission should any condition laid down during approval not be adhered to or ignored.

20.2 **Animals**, which are permitted, will be controlled properly by means of a lead when they are moving about on the communal property or any section of the complex. Owners/residents who wish to keep dogs and cats must take care that sufficient precautions have been taken to ensure that dogs and cats cannot get out of their sections or the exclusive use area.

20.3 Animals which are permitted may not dirty or damage any part of the communal property or any part of the complex at all.

20.4 Animals that are permitted may not be a nuisance to other residents of the complex.

20.5 In the event that a reptile is being kept as a pet, the necessary permission/permit **etc. must be obtained. The reptile must not be too big as they must be suitable to live in a small environment. Food for the reptile may not be bred on the common property or in a unit.**

20.6 Owners of pets shall always take care that they obey the Animal Protection Act and should it appear that they are guilty of a crime with regard to this matter, the Trustees shall have the right to enter the particular section unhindered and at the risk of the owner/resident, whether with the representative of the authorities concerned or without them, in order to take the necessary action.

20.7 No aviaries, kennels or other like accommodation for pets can be sited at any place where it can be in view of any portion of the common property.

21.
Removal of rubbish

21.1 Refuse or refuse containers may not be visible on the communal property except in specially designated areas.

21.2 Owners/residents shall be responsible to place their refuse bags in the refuse bins. The owner/resident *must* see to it that all refuse is placed in a *suitable plastic bag* approved by the SABS. Fines will be levied against residents who place refuse bags out on the common property.

21.3 Owners/residents shall make their own arrangements for the removal of additional refuse/rubbish.

21.4 Refuse placed in containers may not be contrary to the regulations of the City Council/contractor. Refuse bags and containers must be kept clean and hygienic.

21.5 No refuse may be placed on any part of the communal property where it is visible from any part of the communal property, unless it is **in the allocated** container. Each owner/resident must see to it that all refuse is placed in a suitable plastic bag approved by the SABS and placed in the containers as stated in 20.1.

21.6 Refuse is removed once a week on a day as determined by the Trustees**/City Council**.

21.7 Refuse other than garden refuse may not be dumped in the garden refuse area.

21.8 If an owner decides to refurbish his unit on the inside, he must consult the Trustees so that a certain spot can be allocated to the contractors to deliver and remove building material and rubble. **Trustees must be informed of any refurbishing.**

22.
Labourers/worker of the complex

22.1 Owners/residents may not negotiate directly with the laborers/garden services under any circumstances.

22.2 No private loans should be made to any labourer/labourer from the garden services or from the complex and neither the Trustees nor the Managing Agent will take any responsibility in this regard.

23.
Hawkers

23.1 No hawkers will be allowed on the common property.

24.
Water supply

24.1 To maintain the water supply system it is necessary to maintain taps, toilets, geysers, valves and pipes in good condition. If these items are maintained properly the cost of the water supply will be minimized.

25.
Permission/complaints/suggestions

25.1 Owners/residents seeking permission under the rules and all complaints/suggestions must be in writing and addressed to Nico Dalton (info@groproperties.co.za) and a copy given to the managing agent. No oral permission/complaints etc. may be sought heard or granted.

25.2 Should an owner act contrary to the rules, he may be requested to remove what has been erected etc. and will be liable for any costs on the part of the Body Corporate to enforce the rules.

26.
Payment of levy

26.1 Levies are strictly payable in advance on/or the first day of each calendar month.

26.2 In accordance with the Management Rules interest will be charged on all arrear accounts.

26.3 In accordance with the Management Rules, owners with levies in arrear are liable for any administrative costs incurred in the effort of recovering/collecting arrears.

26.4 The Trustees will instruct the Managing Agent to proceed with legal action should owners not react or respond to the final letter of demand.

27.
Security

25.3 All residents/tenants must make use of an access system to gain access to the complex. Visitors to the complex must contact the Tenant to allow access. The security guards are not allowed to open the electric gate for any resident without a remote or a visitor.

25.4 No obstacles or objects, which may interfere in any way with the normal operation of the electronic gates, may be inserted therein or placed in such a Manner so as to avoid the automatic closure of these gates.

25.5 The observation of any suspicious person(s) in the complex should immediately be brought under the attention of the Security personnel.

25.6 Any misuse of the electric gate or the electric fence should be reported to the Trustees. It is prohibited for children to play with the gate.

28.
CONTRAVENTION OF RULES

28.1 Should an owner act contrary to the rules, he may be requested to remove what has been erected etc. and will be liable for any costs on the part of the Body Corporate to enforce the rules.

28.2 In the event of contravention of a rule the responsible owner can, apart from the actual damage, be invoiced to pay an administrative fee between R100.00 – R1000.00 to the body corporate.

28.3 The trustees will at its first meeting after the contravention invite the responsible owner to discuss the contravention and decide on the amount to be debited against the owners levy account.

28.4 Should the responsible owner choose not to attend the meeting the trustees will decide on the amount.

28.5 If the matter cannot be solved at the meeting and upon request from the responsible owner the procedure described in management rule 71 can be followed. The arbitrator will be the managing director of the managing agent or any member of the board of NAMA (National Association of Management Agents.) or an attorney specializing in Sectional Titles.

I HEREBY CONFIRM THAT I HAVE READ AND UNDERSTAND THE ABOVE RULES OF CONDUCT.

_____

SIGNATURE OF TENANT

_____

UNIT NUMBER

_____

DATE

Purchaser/lessee FICA questionnaire - Natural persons

To be completed by the client (person completing the questionnaire) dealing with the Huizemark Plus Group

1. Full name & surname (ie the person completing this Questionnaire)? _____

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

3. Are you dealing with the Huizemark Plus Group on behalf of another person (ie a Principal)? Yes ☐ No ☐
   If yes, Principal's full name: _____

4. If you are dealing with the Huizemark Plus Group on behalf of a Principal, please indicate your authority to do so?
   Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

5. Will, following your completion of this Questionnaire, someone else deal with the Huizemark Plus Group on your behalf (ie a Representative)? Yes ☐ No ☐
   If yes, what is that Representative's full name? _____

6. What is the source of that Representative's authority to deal with the Huizemark Plus Group on your behalf?
   Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

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

   _____

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

9. How will any payments owed to the Huizemark Plus Group under the Business Relationship be financed?

   _____

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

11. Do you now, or have you in the past 12 months, occupied, any of the following positions in any country other than South Africa? If "yes", please indicate the position that you occupy(ied) Yes ☐ No ☐

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

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

    _____

13. Do you now occupy, or have you in the past 12 months occupied, any of the following positions in South Africa? If "yes", please indicate that position that you occupy(ied). Yes ☐ No ☐

- ☐ President or deputy president of South Africa
- ☐ Leader of a political party
- ☐ Cabinet minister or deputy minister
- ☐ Member of a royal family
- ☐ Premier of a province
- ☐ Senior traditional leader
- ☐ MEC of a province
- ☐ Judge
- ☐ Mayor of a municipality
- ☐ Manager or CFO of a municipality
- ☐ Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity
- ☐ Head, accounting officer or CFO of a national or provincial department
- ☐ Ambassador, high commissioner or other senior representative of a foreign country based in South Africa
- ☐ Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a company doing more than the gazetted amount worth of business with the government

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

    _____

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

Full name of officer administering questionnaire: _____

Signature: _____ Date: ___/____/20___

Joint Purchaser/lessee FICA questionnaire - Natural persons

To be completed by the client (person completing the questionnaire) dealing with the Huizemark Plus Group

1. Full name & surname (ie the person completing this Questionnaire)? _____

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

3. Are you dealing with the Huizemark Plus Group on behalf of another person (ie a Principal)? Yes ☐ No ☐
   If yes, Principal's full name: _____

4. If you are dealing with the Huizemark Plus Group on behalf of a Principal, please indicate your authority to do so?
   Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

5. Will, following your completion of this Questionnaire, someone else deal with the Huizemark Plus Group on your behalf (ie a Representative)? Yes ☐ No ☐
   If yes, what is that Representative's full name? _____

6. What is the source of that Representative's authority to deal with the Huizemark Plus Group on your behalf?
   Authorisation letter ☐ Power of attorney ☐ Other similar instrument ☐

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

   _____

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

9. How will any payments owed to the Huizemark Plus Group under the Business Relationship be financed?

   _____

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

11. Do you now, or have you in the past 12 months, occupied, any of the following positions in any country other than South Africa? If "yes", please indicate the position that you occupy(ied) Yes ☐ No ☐

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

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

    _____

13. Do you now occupy, or have you in the past 12 months occupied, any of the following positions in South Africa? If "yes", please indicate that position that you occupy(ied). Yes ☐ No ☐

- ☐ President or deputy president of South Africa
- ☐ Leader of a political party
- ☐ Cabinet minister or deputy minister
- ☐ Member of a royal family
- ☐ Premier of a province
- ☐ Senior traditional leader
- ☐ MEC of a province
- ☐ Judge
- ☐ Mayor of a municipality
- ☐ Manager or CFO of a municipality
- ☐ Chairperson, CEO, accounting authority, CFO or chief investment officer of a public entity
- ☐ Head, accounting officer or CFO of a national or provincial department
- ☐ Ambassador, high commissioner or other senior representative of a foreign country based in South Africa
- ☐ Chairperson of board of directors, chairperson of audit committee, executive officer or CFO of a company doing more than the gazetted amount worth of business with the government

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

    _____

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

Full name of officer administering questionnaire: _____

Signature: _____ Date: ___/____/20___

Demi Roodt
E-Mail : demi@ibosa.co.za
083 953 5788
F: 012 349 9869
T: 012 346 4773

In order for a successful application the following documents are required:

Salary earner:

- Clear copies of applicants latest paid date payslips for three months.
    - Should the applicants earn overtime, Commission or irregular income, six months latest payslips will be required
    - Should the applicants earn weekly or bi-weekly, the total of payslips should total to three months.
- Clear copies of applicants latest bank statements where income is paid into. Bank statements should reflect latest three months income paid. If statements are obtained over the counter, they should be clearly stamped by the branch. Requirement for Nedbank submission that all Bank statements need to be stamped. Originals via the post as well. Bank statements should not be older than two weeks from date of submission.
    - Bank statements should equal to the dates of payslips.

Self Employed:

- Clear copy of Registering documents of CC. Trust or PTY.
- Letter from a registered Accountant/Auditor. The wording: "I hereby confirm that (the applicant) receive monthly/annual drawings of R?" on a Company letterhead and signed by an Accountant/Auditor with a practice number associated with SAICA/SAIPA. Stated amount should correspond with personal bank statements.
- Latest three years IT 34.
- Clear copies of six months personal bank statements. If statements are obtained over the counter, they should be clearly stamped by the branch. Bank statements should not be older than two weeks from date of submission.
- Clear copies of six months Business bank statements. If statements are obtained over the counter, they should be clearly stamped by the branch. Bank statements should not be older than two weeks from date of submission.
- Year on year financial statements at least two years. Fully signed and dated by both client and Accountant/Auditor with a practice number associated with SAICA/SAIPA.
- If the latest reporting period on the financial statements is older than six months, up to date Management statements will be required.

General:

- Clear copy of all applicants ID's.
- Fully completed dated and signed Offer to Purchase by all parties. Seller and Purchaser. Details of seller also required on Annexure to Offer to Purchase.
- Fully completed dated and signed IBO Application form.

These are standard documentation and additional documentation may be called for at credit discretion.

All documentation is as per NCA requirements.

IBO HEAD OFFICE
29 Firwood Avenue
Hazelwood
Pretoria
0081

DETAILS REQUIRED FOR HOME LOAN APPLICATION: Joint application

VERY IMPORTANT - PLEASE COMPLETE EACH QUESTION!

For office use:

CONSULTANT NAME:		SOURCE:	
CONSULTANT PHONE NUMBER:			

MAIN APPLICANT DETAILS:

SURNAME:					
FULL NAMES (As per ID):					
TITLE:					
IDENTITY NUMBER:					
ETHNIC GROUP:	Asian	Black	Coloured	White	Other
NATIONALITY:					
IF A NON SA CITIZEN PASSPORT NUMBER: refer to addendum as well		COUNTRY		EXPIRY DATE	
ARE YOU A PERMANENT RESIDENT?	Yes			No	
COUNTRY OF PERMANENT RESIDENCE:		NUMBER:			
GENDER:	Male			Female	
LANGUAGE PREFERENCE:	Afrikaans			English	
MARITAL STATUS:	Single	ANC-With	ANC-Without	COP	Divorced
NUMBER OF DEPENDANTS:					
	PRESENT PHYSICAL ADDRESS:			PRESENT POSTAL ADDRESS:	
PERIOD AT PRESENT ADDRESS:					
RESIDENTIAL STATUS:	Owner	Tenant	Boarder	Living With Parents	
CONTACT PHONE NUMBERS:	WORK:			HOME:	
	FAX:			CELL:	
E-MAIL ADDRESS:					

EMPLOYMENT DETAILS:

ARE YOU SELF EMPLOYED?	Yes			No
ARE YOU A COMMISSION/OVERTIME EARNER?	Yes			No
OCCUPATION:				
OCCUPATION LEVEL:	Senior Management	Management	Supervisor	Skilled Worker
	Semi-skilled worker	Unskilled worker	Junior	
	PRESENT EMPLOYER:		PREVIOUS EMPLOYER:	
NAME OF EMPLOYER:				
PERIOD WITH EMPLOYER:				
PHYSICAL WORK ADDRESS:				
CODE:				
QUALIFICATIONS:	Yes	No	SPECIFY	
HAVE YOU EVER BEEN DECLARED INSOLVENT:	Yes		No	
IF YES: DATE REHABILITATED:				

BANKING DETAILS:

ACCOUNT TYPE	INSTITUTION	BRANCH NAME	ACC NUMBER	ACC HOLDER	CURRENT BALANCE
CHEQUE					
TRANS / SAVINGS					
CREDIT CARD 1					

HOW WILL THE INTSTALMENT BE MADE?	DEBIT ORDER	WHICH ACCOUNT NUMBER:	
	SALARY STOP ORDER		

INCOME AND EXPENDITURES:

INCOME:	
Basic Salary	
Gross Housing Subsidy	
Commission	
Overtime	
Income after Deductions	
Other Income	
Dividend Income	
Rental Income	
Other 1:	
Other 2:	
Fringe Benefits	
Car Allowance	
Other 1:	
Total Income:	

EXPENSES:	
Bond Repayments / Rental	
Other Loan Instalments	
Credit Card Minimum Payment	
Water and Lights	
Rates and Taxes	
Insurance – Short Time	
Insurance - Life	
Petrol / Vehicle Maintenance	
Clothing	
TV / Rental / MNET/ Telephone	
Vehicle Instalment	
Second Vehicle	
Other Salary deductions	
Pension	
Medical Aid	
PAYE Contribution	
UIF	
Food / Groceries / Liquor / Cigarettes	
Repair and Maintenance – Household	
Domestic Wages	
Education	
Entertainment / Sport / Subscriptions	
Alimony / Maintenance	
Monthly Asset Finance	
Cell phone	
Levies	
Investments (Unit / Trust & Endowments)	
Total Expenses:	

Total Income: R - Total Expenses: R = Affordability R

Client Signature: **Date:**

ASSETS AND LIABILITIES:

ASSETS					
Fixed Property	ERF No:	District Suburb	Purchase Date	Purchased Amount	Present Value
Vehicle	Model	Year	Purchase Date	Purchased Amount	Present Value
Furniture / Fitting					
Life Assurance Policies	**COMPANY**				
Investments	**COMPANY**				

LIABILITIES				
Mortgage Bonds	ERF No:	Name of Bond Holder	Bond Acc No	Amount Owing
HP / Instalment Agreement	Type of Loan	Date Repayable	Instalment Amount	Amount Owing
Owing to Financial Institution	Type of Loan	Date Repayable	Instalment Amount	Amount Owing

MAIN APPLICANT DECLARATION:

INDEPENDENT BOND ORIGINATORS CONSENT DECLARATION:

Telemarketing ? Yes
Marketing List Sales Yes
Mass SMS or E-Mailing: Yes
Preferred delivery mechanism: Mail / E-Mail / SMS / All

I warrant that all the information I supplied is to the best of my knowledge and belief, true and correct in all material respects and I am not aware of any other information which, should it become known to the Bank, would affect the consideration of my application in any way.

I hereby appoint Independent Bond Originators as my sole agent to obtain mortgage loan finance for this property on my behalf.

I agree that the Bank can provide any information pertaining to the Loan applied for, sharing positive and negative information to Independent Bond Originator during the application process.

I hereby authorise the Bank to have access to my credit bureau records, and to furnish or to disclose any information arising from any agreement entered into with the Bank to any such credit bureaus.

I confirm that I am not currently under debt review and am not subject to any debt rearrangement orders.

I hereby authorise Independent Bond Originators to supply my details to their exclusive business partners to enable them to provide me with tailored quotes for products to suit my circumstances. My details will not be shared with any other external parties.

Name: _____

Signature: _____ Date: _____

CO-APPLICANT/SPOUSE/SURETY DETAILS:

APPLICABLE:	Co-Applicant	Spouse	Surety
SURNAME:			
FULL NAMES (As per ID):			
TITLE:			
IDENTITY NUMBER:			

ETHNIC GROUP:	Asian	Black	Coloured	White	Other
NATIONALITY:					
IF A NON SA CITIZEN PASSPORT NUMBER: refer to addendum as well		COUNTRY:		EXPIRY DATE:	
ARE YOU A PERMANENT RESIDENT?	Yes		No		
COUNTRY OF PERMANENT RESIDENCE:		NUMBER:			
GENDER:	Male		Female		
LANGUAGE PREFERENCE:	Afrikaans		English		
MARITAL STATUS:	Single	ANC-With	ANC-Without	COP	Divorced
NUMBER OF DEPENDANTS:					

	PRESENT PHYSICAL ADDRESS:	PRESENT POSTAL ADDRESS:
PERIOD AT PRESENT ADDRESS:		

RESIDENTIAL STATUS:	Owner	Tenant	Boarder	Living With Parents

CONTACT PHONE NUMBERS:	WORK:		HOME:	
	FAX:		CELL:	
E-MAIL ADDRESS:				

EMPLOYMENT DETAILS:

ARE YOU SELF EMPLOYED?	Yes	No
ARE YOU A COMMISSION/OVERTIME EARNER?	Yes	No
OCCUPATION:		

OCCUPATION LEVEL:	Senior Management	Management	Supervisor	Skilled Worker
	Semi-skilled worker	Unskilled worker	Junior	

	PRESENT EMPLOYER:	PREVIOUS EMPLOYER:
NAME OF EMPLOYER:		
PERIOD WITH EMPLOYER:		
PHYSICAL WORK ADDRESS:		
CODE:		

QUALIFICATIONS:	Yes	No	SPECIFY	
HAVE YOU EVER BEEN DECLARED INSOLVENT:	Yes			No
IF YES: DATE REHABILITATED:				

BANKING DETAILS:

ACCOUNT TYPE	INSTITUTION	BRANCH NAME	ACC NUMBER	ACC HOLDER	CURRENT BALANCE
CHEQUE					
TRANS / SAVINGS					
CREDIT CARD 1					

INCOME AND EXPENDITURES:

INCOME:	
Basic Salary	
Gross Housing Subsidy	
Commission	
Overtime	
Income after Deductions	
Other Income	
Dividend Income	
Rental Income	
Other 1:	
Other 2:	
Fringe Benefits	
Car Allowance	
Other 1:	
Total Income:	

EXPENSES:	
Bond Repayments / Rental	
Other Loan Instalments	
Credit Card Minimum Payment	
Water and Lights	
Rates and Taxes	
Insurance – Short Time	
Insurance - Life	
Petrol / Vehicle Maintenance	
Clothing	
TV / Rental / MNET / Telephone	
Vehicle Instalment	
Second Vehicle	
Other Salary deductions	
Pension	
Medical Aid	
PAYE Contribution	
UIF	
Food / Groceries / Liquor / Cigarettes	
Domestic Wages	
Education	
Entertainment / Sport / Subscriptions	
Alimony / Maintenance	
Cell phone	
Levies	
Investments (Unit / Trust & Endowments)	
Total Expenses:	

Total Income: R - Total Expenses: R = Affordability R

Client Signature: **Date:**

ASSETS AND LIABILITIES:

ASSETS					
Fixed Property	ERF No:	District Suburb	Purchase Date	Purchased Amount	Present Value
Vehicle	Model	Year	Purchase Date	Purchased Amount	Present Value
Furniture / Fitting					
Life Assurance Policies	**COMPANY**				
Investments	**COMPANY**				

LIABILITIES				
Mortgage Bonds	ERF No:	Name of Bond Holder	Bond Acc No	Amount Owing
HP / Instalment Agreement	Type of Loan	Date Repayable	Instalment Amount	Amount Owing
Owing to Financial Institution	Type of Loan	Date Repayable	Instalment Amount	Amount Owing

CO-APPLICANT/SPOUSE/SURETY DECLARATION:

INDEPENDENT BOND ORIGINATORS CONSENT DECLARATION:

Telemarketing ? Yes
Marketing List Sales Yes
Mass SMS or E-Mailing: Yes
Preferred delivery mechanism: Mail / E-Mail / SMS / All

I warrant that all the information I supplied is to the best of my knowledge and belief, true and correct in all material respects and I am not aware of any other information which, should it become known to the Bank, would affect the consideration of my application in any way.

I hereby appoint Independent Bond Originators as my sole agent to obtain mortgage loan finance for this property on my behalf.

I agree that the Bank can provide any information pertaining to the Loan applied for, sharing positive and negative information to Independent Bond Originator during the application process.

I hereby authorise the Bank to have access to my credit bureau records, and to furnish or to disclose any information arising from any agreement entered into with the Bank to any such credit bureaus.

I confirm that I am not currently under debt review and am not subject to any debt rearrangement orders.

I hereby authorise Independent Bond Originators to supply my details to their exclusive business partners to enable them to provide me with tailored quotes for products to suit my circumstances. My details will not be shared with any other external parties.

Name: _____

Signature: _____ Date: _____

IBO HEAD OFFICE
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ADDENDUM TO THE APPLICATION

Due to the new Foreign Account Tax Compliance Act (FATCA), the Bank is now required to report on the below regarding individual applicants:

MAIN APPLICANT :

- Tax Obligations outside of RSA? YES / NO

NO: RSA TAX Number:_____

YES: TIN Number:_____ **Relevant Jurisdiction:**_____

- City of Birth _____
- Country of marriage _____

Questions for: The Financial Intelligence Centre (FIC)

1.1 Are you a public official in a position of authority? (Yes/No);

1.2 Are you related to or associated to a public official in a position of authority? (Yes/No);

If the answer to question 2 is **yes:**

1.2.1 What is the nature of the relationship or association?
- Spouse/Partner
- Son/Daughter
- Parent
- Sibling
- Business Partner
- Close Associate

1.2.2 Name of the public official: _____

1.2.3 Surname of the public official: _____

Declaration,

I hold no other citizenships and residencies for local and international tax purposes other than those disclosed in this application form and will inform the lender in writing of any changes of this status within 30 days of the status.

Name: _____

Signature: _____ Date: _____

CO-APPLICANT/SPOUSE/SURETY:

- Tax Obligations outside of RSA? YES / NO

NO: RSA TAX Number: _____

YES: TIN Number: _____ **Relevant Jurisdiction:** _____

- City of Birth _____
- Country of marriage _____

Questions for: The Financial Intelligence Centre (FIC)

1.1 Are you a public official in a position of authority? (Yes/No);

1.2 Are you related to or associated to a public official in a position of authority? (Yes/No);

If the answer to question 2 is **yes:**

1.2.1 What is the nature of the relationship or association?
- Spouse/Partner
- Son/Daughter
- Parent
- Sibling
- Business Partner
- Close Associate

1.2.2 Name of the public official: _____

1.2.3 Surname of the public official: _____

Declaration,

I hold no other citizenships and residencies for local and international tax purposes other than those disclosed in this application form and will inform the lender in writing of any changes of this status within 30 days of the status.

Name: _____

Signature: _____ Date: _____

Related to the questions above: FIC

(a)	President or Deputy President
(b)	Government minister or deputy minister
(c)	Premier of a province
(d)	Member of the Executive Council of a province
(e)	Duly elected executive mayor of a municipality
(f)	Leader of a duly registered political party
(g)	Head, accounting officer or chief financial officer of a national or provincial department or government component, as defined
(h)	Duly appointed municipal manager of a municipality or a duly designated chief financial officer
(i)	Chairperson of the controlling body, chief executive officer, natural person who is the accounting authority, chief financial officer or chief investment officer of a public entity, as listed
(j)	Chairperson of the controlling body, chief executive officer, chief financial officer or chief investment officer of a municipal entity, as defined
(k)	Constitutional court judge or any other judge, as defined
(l)	Ambassador, high commissioner, or other senior representative of a foreign government based in the RSA; or
(m)	Officer of the South African National Defence Force above the rank of major general

The Financial Intelligence Centre Amendment Act has broadened and enhanced the elements of client due diligence and therefore the following is now mandatory:

1. Additional due diligence for juristic persons and trusts by identifying the beneficial owners.
2. Declaration by customers on whether they are **Politically Influential Persons** or if they are related to a **Politically Influential Person.**

Prominent Influential Person (PIP's)

Prominent Influential Persons (PIPs) are individuals entrusted with prominent public functions either domestically or by a foreign country.

Examples are heads of state or heads of governments, important political party officials, military officials or senior executives of state-owned corporations.

This term also includes immediate family members and close associates.

Definitions

PIP -Domestic (Prominent Influential Persons)

Prominent persons – A PIP is an individual who holds or has held – in the last twelve (12) months - a specified position or function within the Republic of South Africa (RSA) for a period exceeding six (6) months. This includes acting positions. Those specified positions or functions are categorised as:

(1) A prominent public function; or
(2) A senior position in a company providing goods or services to an organ of state, where the annual transactional value of the goods, services or both in excess of an amount determined;
(3) By the Minister of Finance; or
(4) A senior position held at an international organisation based in the Republic of South Africa.

FPPO – Foreign Prominent Public Official

A FPPO is an individual who holds or has held – in the last twelve (12) months - a *prominent public function* in any foreign country for a period exceeding six (6) months.

This includes acting positions.
A FPPO 'prominent public function' includes:
- Head of State or head of a country or government
- Member of a foreign royal family
- Government minister or equivalent senior politician or leader of a political party
- Senior judicial official
- Senior executive of a state-owned corporation; or
- High-ranking member of the military.

BO- Beneficial Owner - An individual who ultimately owns or controls more than 25% of a company's shares or voting rights, or who otherwise exercise control over the company or its management. Where such an interest is held through a trust, the trustee(s) or anyone who controls the trust will be registered as the beneficial owner(s).

Related Party- A person or a family member that is part/related to an entity (Has full ownership, joint ownership or significant influence over the entity).

Consent to electronically obtain account statements from financial institutions

Name of account holder (you)* |_____|

**One account holder per consent form*

Identity/Passport/Registration Number |___|___|___|___|___|___|___|___|___|___|___|___|___|

Absa Bank Ltd, Nedbank Ltd and Standard Bank Ltd (the banks) work with each other and other financial institutions to fight, amongst other crimes, home loan application fraud. In these dealings, the banks ensure that all personal and financial information about clients are protected and kept strictly confidential.

For the purpose of assessing the home loan application that [Source name] will submit on your behalf to any or all of the banks in the name of _____, the banks need your consent to obtain your bank statement(s) directly for your account(s) held at other financial institutions (as specified below).The financial institutions involved will exchange no further information than the bank statements you have authorised and these will be safeguarded and not used for any other purposes. Bank account statements obtained will also be limited to the period necessary to assess the home loan application.

Your signature below confirms that the banks have your consent to obtain bank statement(s) on the following account(s) (that show your account transaction history)and if there is a problem with the electronic retrieval of some or all of the required bank statements for any reason, the banks will contact you to provide physical copies:

Account 1:

Name of bank/institution |_____|

Account type/ description |_____|

Branch name |_____| Branch/Universal number|_____|

Account number |_____|

Account 2:

Name of bank/institution |_____|

Account type/ description |_____|

Branch name |_____| Branch/Universal number|_____|

Account number |_____|

Signature _____ Date _____

If account is in the name of a legal entity:

Name of signatory/ies _____

Capacity of signatory/ies_____

Consent to electronically obtain account statements from financial institutions

Name of account holder (you)* |_____|

**One account holder per consent form*

Identity/Passport/Registration Number |___|___|___|___|___|___|___|___|___|___|___|___|___|

Absa Bank Ltd, Nedbank Ltd and Standard Bank Ltd (the banks) work with each other and other financial institutions to fight, amongst other crimes, home loan application fraud. In these dealings, the banks ensure that all personal and financial information about clients are protected and kept strictly confidential.

For the purpose of assessing the home loan application that [Source name] will submit on your behalf to any or all of the banks in the name of _____, the banks need your consent to obtain your bank statement(s) directly for your account(s) held at other financial institutions (as specified below).The financial institutions involved will exchange no further information than the bank statements you have authorised and these will be safeguarded and not used for any other purposes. Bank account statements obtained will also be limited to the period necessary to assess the home loan application.

Your signature below confirms that the banks have your consent to obtain bank statement(s) on the following account(s) (that show your account transaction history)and if there is a problem with the electronic retrieval of some or all of the required bank statements for any reason, the banks will contact you to provide physical copies:

Account 1:

Name of bank/institution |_____|

Account type/ description |_____|

Branch name |_____| Branch/Universal number|_____|

Account number |_____|

Account 2:

Name of bank/institution |_____|

Account type/ description |_____|

Branch name |_____| Branch/Universal number|_____|

Account number |_____|

Signature _____ Date _____

If account is in the name of a legal entity:

Name of signatory/ies _____

Capacity of signatory/ies_____

AFFORDABILITY ASSESSMENT AUTHORITY & CONSENT

In terms of section 81(2) of the National Credit Act 34 of 2005

PERSONAL INFORMATION (Single Applicant)									
Full Names					**Surname**				
Identity Number									
Physical Address									
							Post Code		
Postal Address							**Post Code**		
Cell		**Tel. (H)**		**Tel. (W)**		**Email**			
INCOME & EXPENSES (Single Applicant)									
Monthly Gross Salary		**Monthly Salary Deductions**		**Monthly Nett Income**					
Monthly Other Income		**Monthly Expenses (excluding credit instalments)**							

PERSONAL INFORMATION (Spouse/Joint)									
Full Names					**Surname**				
Identity Number									
Physical Address									
							Post Code		
Postal Address							**Post Code**		
Cell		**Tel. (H)**		**Tel. (W)**		**Email**			
INCOME & EXPENSES (Spouse/Joint)									
Monthly Gross Salary		**Monthly Salary Deductions**		**Monthly Nett Income**					
Monthly Other Income		**Monthly Expenses (excluding credit instalments)**							

DECLARATION BY APPLICANT/S
I/We do hereby nominate, constitute and appoint LUCID Legal Business Services (Pty) Ltd (2003/016694/07) ("LUCID") with Power of Substitution to be my/our true and lawful Agent in my/our name, place and stead, to represent me/us and deal with any matter and sign all documents necessary, to obtain my/our consumer credit information, finance application and financial information, from all credit bureaus and relevant third parties and to make the aforementioned information available to me/us and IBO, for the purpose of the latter performing an affordability and pre-qualification finance assessment on me/us. I agree to LUCID contacting me/us to provide me/us with a copy of my/our affordability, financial and risk assessment reports and a consultation to assist me/us in qualifying for finance or qualifying for better borrowing terms or improving my/our affordability and risk. I accept that LUCID will retain all my/our information, received in terms of this authority and I consent to its use thereof, for any processing purpose within the normal course of its business, as may be determined, from time to time, at its sole discretion. I understand that I may revoke this authorization, in writing to LUCID, at any time and unless revoked, it shall remain in force and effect.

Date	
Full Name (Single Applicant)	
Signature	

Date	
Full Name (Spouse/Joint)	
Signature	

LUCID

clear credit

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SA HOME LOANS APPLICATION DECLARATIONS

I hereby acknowledge and declare that:

1. All information given by me/us is true, accurate and correct. I/We have reviewed the information and confirm the correctness thereof.
2. SA Home Loans (Proprietary) Limited reserves the right to withdraw or review the credit decision at any time prior to registration in the event that any incorrect, false or adverse information is detected.
3. I/We have provided all information that is directly relevant and material to my/our application.
4. I/We have the legal capacity to enter into an agreement unassisted as a major.
5. I/We consent to SA Home Loans (Proprietary) Limited ("SA Home Loans") verifying information and performing credit reference checks.
6. I/We am/are not under debt review, and no debt review order has been issued to assist me/us with my/our finances. In the event of me/us going under debt review and my/our circumstances changing from date of my/our signature of my/our SA Home Loans application and at any time during the term of my/our loan, I/we will inform SA Home Loans in writing.
7. I/We am/are not aware of any other information which could adversely affect my/our application.
8. I/We consent to SA Home Loans carrying out identity and fraud prevention checks and sharing information relating to this application with the South African Fraud Prevention Service.
9. In the event of my/our financial situation changing, such that my/our ability to pay the total monthly payment to SA Home Loans is adversely affected, I/we will inform SA Home Loans in writing.
10. I/We am/are able to afford the repayments of the home loan finance I/we am/are seeking.
11. I/We am/are aware that this application is subject to the standard terms and conditions of SA Home Loans and all its credit criteria applicable to home loan finance.
12. I/We further understand that I/we am/are required to have and maintain in full force Home Owner's Insurance Cover over the property for the full replacement value of the property. I/We confirm that SA Home Loans is authorised, but not obliged, to arrange the necessary cover with SA Home Loans Insurance Company if I/we do not provide SA Home Loans with proof that the necessary insurance is in place prior to registration of the loan.
13. I/We have declared whether I/we have been a principal member or a majority owner of any commercial business in the past five years.
14. My domicilium address selected above will apply to all loan accounts with SA Home Loans Group and will apply from date of first advance under this loan.
15. I/we hereby provide my/our express consent to the collection, processing and retention by SA Home Loans Group of my/our personal and/or special personal information for the purposes of providing products to me/us or persons or entities related to me/us and/or maintaining such products, for the purposes of debt enforcement, insurance claim processes, deceased estates processes, searching of or updating credit bureau information, maintaining information for the purposes of marketing, for maintaining internal administrative processes, including quality, risk, client or vendor management processes, for internal and external business related purposes and statistical or research purposes.
16. I/We consent to SA Home Loans sharing information with the surety should a surety be added to the home loan account.
17. I/We consent to SA Home Loans sharing information with the department of Human Settlements and its Development Finance Institutions, for FLISP subsidy applications.

Name | Signature:

Date: d d - m m - y y y y

Name | Signature:

Date: d d - m m - y y y y

Name | Signature:

Date: d d - m m - y y y y

Name | Signature:

Date: d d - m m - y y y y

BOND WITH US SA Home Loans