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IN THE HIGH COURT OF SOUTH AFRICA
Gauteng Division, Pretoria

CASE NO: **2025-221444**

In the matter between:

METHODIST HOMES FOR THE AGED NPC	Plaintiff / Applicant / Appellant
and	
PROPERTY PRACTITIONERS REGULATORY AUTHORITY,MINISTER OF HUMAN SETTLEMENTS, WATER AND SANITATION,MINISTER OF SOCIAL DEVELOPMENT	Defendant / Respondent

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Notice of Motion (Long Form)

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ELECTRONICALLY SIGNED BY:

Registrar of High Court of South Africa , Gauteng Division,Pretoria

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

Case No.: _____

In the matter between:

METHODIST HOMES FOR THE AGED NPC Applicant

and

PROPERTY PRACTITIONERS REGULATORY AUTHORITY First Respondent

MINISTER OF HUMAN SETTLEMENTS, WATER AND SANITATION Second Respondent

MINISTER OF SOCIAL DEVELOPMENT Third Respondent

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PRETORIA
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NOTICE OF MOTION

TAKE NOTICE that the Applicant intends to make application to the above Honourable Court for an order as follows:

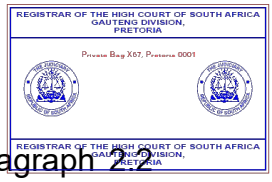
1. It is declared that the definition of 'property practitioner' contained in subsection (b) of section 1 of the Property Practitioners Act 22 of 2019 (**the PPA**) is limited to persons that conduct the activities described in the subsection for the acquisition of gain, and on the instructions of or on behalf of any other person.

2. *Alternatively*, it is declared that subsection (b) of the definition of 'property practitioner' contained in section 1 of the PPA:

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2.1. Is inconsistent with the Constitution and invalid to the extent that it fails to limit the definition to persons conducting the activities described in the subsection to those who do so for the acquisition of gain and on the instruction of or on behalf of any other person.

2.2. The declaration of invalidity is suspended for a period of 24 months from the date of confirmation of this order by the Constitutional Court to enable Parliament to take steps to cure the constitutional defects underlying the order of invalidity.



2.3. Pending any remedial legislation as contemplated in paragraph 2.2 above, the subsection is to be read as follows, with the underlined portions being read into the subsection as currently formulated:

> "(b) includes any person <u>who or which for the acquisition of gain</u> sells, by auction or otherwise, or markets, promotes or advertises any part, unit or section of, or rights or shares, including timeshare and fractional ownership, in a property or property development, <u>on the instructions of or on behalf of any other person</u>;"

2.4. This order is referred to the Constitutional Court for confirmation in terms of section 15 of the Superior Court's Act 10 of 2013 and in accordance with rule 16 of the Rules of the Constitutional Court.

3. It is declared that the Applicant is not a 'property practitioner' as contemplated under section 1 of the PPA.

4. No order as to costs save in the event of opposition, in which event those opposing the relief shall pay the costs on scale C, including the costs of three

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counsel where so employed.

FURTHER TAKE NOTICE that the affidavit of **DANIE LE ROUX** and annexures thereto will be used in support of this application.

FURTHER TAKE NOTICE that the Applicant has appointed the attorneys Fairbridges Wertheim Becker at the address appearing hereunder at which it will accept notice and service of all process in these proceedings.

FURTHER TAKE NOTICE that if you intend opposing this application, you are required:



i. To notify the Applicant's attorneys in writing within 10 (ten) days of service hereof.

ii. To appoint, in such notification, an address referred to in rule 6(5) of the Uniform Rules of Court, at which you will accept notice and service of all documents in these proceedings.

iii. Within 15 (fifteen) days after you having so given notice of your intention to oppose this application, to file your answering affidavit(s), if any.

FURTHER TAKE NOTICE that if no such notice of intention to oppose be given, application will be made on the _____ day of _____ 2025 at 10:00 or so soon thereafter as Counsel may be heard, for the relief set forth above.

KINDLY ENROL THE MATTER ACCORDINGLY.

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DATED AT JOHANNESBURG ON THIS THE 17th DAY OF NOVEMBER 2025



_____

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C/O – EY STUART ATTORNEYS

270 Main Street

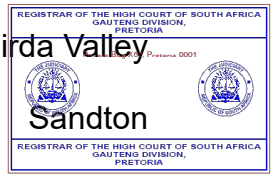
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TO: THE REGISTRAR OF THE HIGH COURT
PRETORIA

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AND TO: **PROPERTY PRACTITIONERS REGULATORY AUTHORITY**
First Respondent
36 Wierda Road East
Wierda Valley
Sandton
Johannesburg

AND TO: **MINSTER OF HUMAN SETTLEMENTS, WATER AND SANITATION**
Second Respondent
Govan Mbeki House
240 Justice Mahomed Street
Pretoria
Gauteng



AND TO: **MINSTER OF SOCIAL DEVELOPMENT**
Third Respondent
NSRC Building
North Wing
134 Pretorius Street
Pretoria
Gauteng

AND TO: **THE STATE ATTORNEY**
167 Andries Street
Arcadia
Pretoria
Gauteng

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

Case No.: _____

In the matter between:

METHODIST HOMES FOR THE AGED NPC	Applicant
and	
PROPERTY PRACTITIONERS REGULATORY AUTHORITY	First Respondent
MINISTER OF HUMAN SETTLEMENTS, WATER AND SANITATION	Second Respondent
MINISTER OF SOCIAL DEVELOPMENT	Third Respondent

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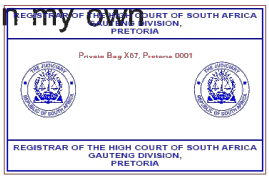
I, the undersigned,

DANIE LE ROUX

do hereby make oath and state that:

1. I am an adult male, and the Chief Executive Officer, and a director, of the Applicant.

2. Save where otherwise stated, the facts contained herein fall within my own personal knowledge and belief, and are both true and correct.



3. The Applicant is **Methodist Homes for the Aged NPC** (Registration Number: 1970/016748/08), a non-profit company duly incorporated in accordance with the company laws of South Africa, carrying on business at 72 Garden Road, Bordeaux, Randburg, Johannesburg. The Applicant provides accommodation and care to elderly persons, and have done so for the last 55 years. It is registered as a nonprofit organisation, in terms of the Nonprofit Organisations Act 71 of 1997, under number 000-837 NPO. A copy of the certificate is attached as **DLR1**.

4. The First Respondent is the **Property Practitioners Regulatory Authority**, a juristic person and National Public Entity established under section 5(1) of the Property Practitioners Act 22 of 2019 (**the PPA**), carrying on business at 36 Wierda Road East, Wierda Valley, Sandton, Johannesburg.

5. The First Respondent is responsible for the regulation of property practitioners in terms of the PPA. In terms of section 75 of the PPA, it is the effective

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successor in title of the Estate Agency Affairs Board, established under the Estate Agency Affairs Act 112 of 1976 (**the EAA Act**), which Act was repealed in terms of section 76 of the PPA.

6. The Second Respondent is the **Minister of Human Settlements, Water and Sanitation**, carrying on business at Govan Mbeki House, 240 Justice Mahomed Street, Pretoria.

7. The Second Respondent is the National Executive Authority responsible for the administration of the PPA. Section 5(5) of the PPA stipulates that the First Respondent is accountable to the Second Respondent.

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8. The Third Respondent is the **Minister of Social Development**, carrying on business at NSRC Building, North Wing, 134 Pretorius Street, Pretoria.

9. The Third Respondent is the National Executive Authority responsible for the administration of the Older Persons Act 13 of 2006. Whilst no relief is sought against the Third Respondent, they are cited merely to the extent that they might have an interest in this application.

The nature of this application

10. This is an application for a declarator as to the ambit of the definition of 'property practitioner' in the Property Practitioners Act 22 of 2019 (referred to above as **the PPA**). The PPA was enacted on 1 February 2022 and replaced the Estate Agency Affairs Act 112 of 1976 (referred to above as **the EAA Act**).

11. The Applicant did not qualify as an 'estate agent' in terms of the EAA Act. Fairly recently, the Applicant has been met with enquiries regarding its status

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as a 'property practitioner' as contemplated under the PPA. These enquiries have been premised upon the contention that, as an entity which sells life rights in and to its immovable properties, the Applicant falls within the definition of a 'property practitioner' as contemplated under subsection (b) of the definition contained in section 1 of the PPA.

12. To date, the First Respondent has not expressly stated its view as to whether the Applicant falls within the definition of a property practitioner.

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13. The Applicant does not quarrel with the objectives of the PPA. However, it contends that its activities do not fall within the definition of a 'property practitioner' as contemplated under section 1 of the PPA, and specifically subsection (b) thereof. It submits that the PPA only governs persons who (i) deal with immovable property for the acquisition of gain, (ii) on the instructions of or on behalf of any other person.

14. The primary relief sought by the Applicant is accordingly to obtain a declarator to this effect. If a declarator on such terms is granted, the constitutionality of the PPA will be preserved.

15. In the event that this Court declines to interpret subsection (b) of the definition as proposed, the Applicant seeks, in the alternative, an order declaring the subsection to be inconsistent with the Constitution and invalid to the extent that it does not limit the definition in the manner contended for.

16. This relief will be advanced on the basis that, if the declarator is not granted, the definition of 'property practitioner' under subsection (b) would be irrational. This is because it will serve to regulate persons who sell rights in

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respect of their own immovable property differently to those who deal with their property in other ways, such as selling it outright or leasing it. This differentiation is arbitrary.

17. The Applicant does not approach this Court lightly. However, the Applicant's interests are threatened. The above presents a real issue which warrants this Court's attention. Over and above its own clear interest, the elderly persons who utilise the Applicant's facilities also stand to suffer a financial impact should the issue not be resolved positively. Either way, a final resolution of the issue is necessary.

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18. The Applicant accordingly approaches this Court in order to vindicate what it contends to be the proper meaning of the PPA.

The Applicant's care facilities

19. The Applicant is a non-profit company which is dedicated to the provision of accommodation and care to elderly persons, who are over the age of 60 years. The Applicant was established for this purpose in 1970.

20. The Applicant operates the following 14 accommodation facilities some of which also operate frail care facilities, all on a not-for-profit basis:

20.1. Arbor Village, situated in Bedfordview, Gauteng.

20.2. Eddy House, situated in Benoni, Gauteng.

20.3. Fairleads Retirement Village, situated in Benoni, Gauteng.

20.4. Garden Village, situated in Bordeaux, Randburg, Gauteng.

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20.5. Montgomery Haven, situated in Montgomery Park, Randburg, Gauteng.

20.6. Prim Villa, situated in Germiston, Gauteng.

20.7. Queenswood Home, situated in Pretoria, Gauteng.

20.8. Ridgeview Village, situated in Boksburg, Gauteng.

20.9. Rose Village, situated in Roosevelt Park, Gauteng.

20.10. Springs Retirement Village, situated in Springs, Gauteng.

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20.11. Summerfield Park, situated in Johannesburg North, Gauteng.

20.12. Summit Village, situated in Roodepoort, Gauteng.

20.13. Elandshaven Retirement Village, situated In Klerksdorp, North-West Province.

20.14. Samuel Broadbent House, situated in Potchefstroom, North-West Province.

21. The Applicant owns all of these immoveable properties, save for Arbor Village in Bedfordview, which it operates on land available to it under a 99-year lease granted to it by the Ekurhuleni Metropolitan Municipality.

22. In operating its facilities, the Applicant sells rights of occupation therein to elderly people. This consists of a right to occupy a housing unit at the relevant facility, and a concomitant right to use the common property. The Applicant also leases housing units at its facilities to elderly persons on a fixed-term basis.

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23. In all, the Applicant's facilities offer 1899 housing units, in which a total of 1945 elderly people can reside. At any given time, the Applicant's facilities maintain high levels of occupancy.

24. The Applicant's facilities qualify as residential facilities in terms of section 18 of the Older Persons Act 13 of 2006. The Applicant is awaiting certificates or renewal certificates for five of the facilities, namely Eddy House, Elandshaven Retirement Village, Queenswood Home, Summerfield Park, and Montgomery Haven. The remaining facilities have current certificates. Some also offer a community-based care and support service contemplated under section 13 of the same Act and are certified accordingly.

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25. A community-based care and support service is defined in the Older Persons Act as any programme contemplated in section 11, which in turn provides as follows:

> **"11 Community-based programmes for older persons**
>
> (1) The Minister may, in collaboration with any relevant Minister or Member of the Executive Council in a province-
>
> (a) develop community-based programmes that fall into two broad categories, namely-
>
> (i) prevention and promotion programmes, which ensure the independent living of an older person in the community in which the older person resides; and
>
> (ii) home-based care, which ensures that a frail older person receives maximum care within the community through a comprehensive range of integrated services;
>
> (b) determine how any person who runs a programme contemplated in paragraph (a) may be supported, either financially or otherwise.
>
> (2) The programmes contemplated in subsection (1) are programmes aimed at-
>
> (a) economic empowerment of older persons;

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(b) establishment of recreational opportunities for older persons;

(c) information, education and counselling services, including HIV and AIDS, care for orphans, Alzheimer's, dementia and basic emergency care;

(d) spiritual, cultural, medical, civic and social services;

(e) provision of nutritionally balanced meals to needy older persons;

(f) promotion of skills and capacity of older persons to sustain their livelihoods;

(g) professional services, including care and rehabilitation to ensure independent living of older persons;

(h) appropriate services contained in the indigent policy for vulnerable and qualifying older persons;

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(i) the utilisation and management of existing facilities for older persons as multi-purpose community centres;

(j) integrated community care and development systems for older persons; and

(k) inter-generational programmes.

(3) Home-based care programmes directed at frail older persons within the community may include-

(a) provision of hygienic and physical care of older persons;

(b) provision of professional and lay support for the care of older persons within the home;

(c) rehabilitation programmes that include provision of assisted devices;

(d) provision of respite care;

(e) information, education and counselling for family members, caregivers and the community regarding ageing and associated conditions; and

(f) provision of free health care to frail older persons and to other older persons determined by the Minister."

26. The Third Respondent made regulations regarding older persons, under section 34 of the Older Persons Act, published as GN R260 in GG33075 of 1 April 2010.

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27. All of the facilities are housing development schemes where the housing interests, as defined in the Housing Development Schemes for Retired Persons Act 65 of 1988 (**the Retired Persons Act**), are alienated only to retired persons as defined in that Act. All the facilities are therefore housing development schemes for retired persons as contemplated in section 7 of that Act, with the result that the safeguards embodied in the Act and the Regulations made thereunder are applicable to all the facilities.

28. In operating its facilities, the Applicant draws its directorship from suitably qualified individuals who represent expertise in the areas of medicine, architecture, labour law, finance, religion, recruitment and human resources. Its directors are remunerated humbly, via a fee which is intended to reimburse them only for their costs for attending directors' meetings.

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29. The Applicant also employs 400 staff directly. These employees largely comprise the nursing care and administrative areas of the business. The balance of the staff who service the Applicant's facilities, such as security, gardening, cleaning services and catering services, are outsourced to independent contractors.

30. The Applicant's facilities offer various accommodation options, as well as mid-care, frail-care, and Alzheimer's Disease/dementia care. Through these services, the Applicant is able to provide a continuum of care at its facilities which allows residents to transition seamlessly as their needs change over time. This largely avoids the need for residents to move facilities repeatedly, which can be a traumatic experience.

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31. In providing accommodation to residents, the Applicant's primary means is to sell life rights in and to its facilities. In doing so, the Applicant concludes written agreements directly with residents. It does not make use of an agent when it does so.

32. A copy of a typical agreement is annexed hereto marked **DLR2**.

33. The conclusion of written agreements in the form of **DLR2** is mandatory under section 2(1) of the HDSRA. The Act further terms life rights as 'rights of occupation' under section 1, and strictly governs them. This affords the elderly holders of such rights with strong legislative protection.

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34. Under the agreements for the sale of life rights at the Applicant's facilities *inter alia*:

34.1. The purchasers are afforded a right of exclusive use of a residential accommodation unit in a facility. They are also entitled to the use of the common property at the facility, which include communal gardens and other facilities such as dining halls and clubhouses.

34.2. The purchasers' rights of exclusive use of the accommodation units are to endure for their lifetimes, save in the event that the agreements were otherwise terminated.

34.3. In return for their right of exclusive use of an accommodation unit, the purchasers pay the Applicant an amount of money (**the Contribution**). A monthly levy is also payable by the purchaser. This is applied towards the operational costs of the facility only.

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34.4. Upon the termination of a purchaser's rights of occupation, the Applicant is required to use its best endeavours to find a suitable person to take over the accommodation unit.

34.5. In finding a suitable person to take over the accommodation unit, the Applicant sells a life right in and to the accommodation unit to that person. The new occupant is thus required to pay their own Contribution in respect of the accommodation unit prior to their taking occupation thereof.

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34.6. Within 30 days of the new occupant's date of occupation of the accommodation unit, the Applicant pays a portion of the Contribution paid by the new occupant back to the previous occupant (or to their deceased estate), less any expenses incurred by the Applicant. Typically, there is a sliding scale of 10% per annum retained by the Applicant limited to a 5 year period (**the Retention**).

34.7. The Retention is applied to the operational expenses of the Applicant's facilities and towards infrastructure improvements and upgrades. The Retention thereby defrays the costs of running the facilities, and reduces the monthly levy which the residents of its facilities would otherwise be required to pay.

35. The Applicant additionally leases out residential accommodation units in its schemes from time to time, on a fixed-term basis. When a lease is concluded, it is always with an elderly person. As with the life rights that it sells, the Applicant concludes the lease agreements directly with residents. No agents are used.

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36. A copy of a typical lease agreement is annexed hereto marked **DLR3**.

37. The Retention is thus applied for the ultimate benefit of all of the Applicant's residents. Through it, each and every resident enjoys a lower monthly levy, which in many cases make the Applicant's accommodation and frail care offering affordable and where possible improvements to the facilities.

The PPA and the Applicant

38. The PPA was brought into operation on 1 February 2022. At the time, it was the Applicant's initial impression that its activities were governed by the PPA.

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39. Thus, on 30 August 2022, the Applicant applied for an exemption from the provisions of the PPA. It did so as contemplated under section 4(1) of the PPA (specifically as regards chapters 7, 8 and 9 thereof), and regulation 41(1) of the Property Practitioners Regulations (**the Regulations**) (Proc 47 in GG 45735 of 14 January 2022). A copy of the application for exemption is annexed hereto marked **DLR4.1**. The annexures thereto have not been attached to avoid prolixity.

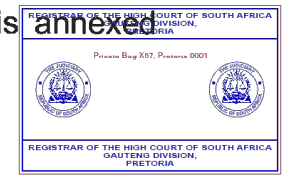
40. The main goal of the application was to achieve an exemption from the need to hold a fidelity fund certificate, as otherwise required under section 48(1) of the PPA. The application was thus duly dispatched to the First Respondent, it being the PPA's administrative authority.

41. The First Respondent failed to consider the application within 60 working days, as required under Regulation 41.4. In the result, the Application is deemed to have been approved, as contemplated under Regulation 41.6. Thus, to date, the First Respondent has not actually considered the Applicant's position.

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42. The exemption will lapse within 3 years of it having been deemed to have been granted. This is as contemplated under section 4(6)(a) of the PPA, which limits exemptions to this maximum duration. The Applicant's present exemption, to the extent that it was ever governed by the PPA, will accordingly lapse by latest November 2025.

43. In the light of this, the Applicant has made a further application to the PPA for a further exemption out of an abundance of caution on 30 September 2025. A copy of the Applicant's further application, without annexures, is annexed hereto marked **DLR4.2**.



44. This notwithstanding, nothing prevents the First Respondent from revisiting the Applicant's exemption at any time in the interim. It is afforded the right to do so under section 4(10) of the PPA. This will also be the case in respect of the Applicant's further application, should it ultimately be granted or deemed to be granted. Any future exemption may also be issued subject to conditions, the details of which are simply not foreseeable by the Applicant.

45. As a result, while the Applicant is presently exempted from the need to hold a fidelity fund certificate, this is cold comfort to it. It is not acceptable that the Applicant is subjected to the anxiety of re-applying for an exemption which it should not need, and which might be refused or revoked or be granted conditionally.

46. To date, the First Respondent has not expressed a view on the subject.

47. This also presents a very real risk to the Applicant. A person who fails to comply with section 48(1) of the PPA is guilty of an offence and liable for

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sanction per section 48(3). The potential sting of this provision necessitated the Applicant's attempt to comply with the PPA, through an exemption application.

48. Section 48 of the PPA prohibits a person or entity from acting as a property practitioner unless they have been issued with a Fidelity Fund Certificate, as contemplated in section 47. Furthermore, each employee who conducts activities falling within the definition of property practitioner must also be issued with a Fidelity Fund Certificate, and every director of a company, where that company is a property practitioner, must also be issued a Fidelity Fund Certificate.

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49. The Standard of Training of Estate Agents Regulations, 2008 (published under GN R633 in GG31125 of 4 June 2008), which were made under the EAA Act, continues to regulate the training of property practitioners, in terms of section 75(6) of the PPA. The regulations require that any person who intends to become a property practitioner must serve as an intern property practitioner under the supervision of a principal property practitioner for a continuous period of 12 months from the date of the first issue of an Intern Fidelity Fund Certificate to that person.

50. In addition, it stipulates that a property practitioner (who is not a principal property practitioner, from whom more is required), must have completed the Further Education and Training Certificate: Real Estate (SAQA QUAL ID 59097), and passed the Professional Designation Examination conducted by the First Respondent.

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51. This, amongst other things, would require the applicant's directors, who are not remunerated beyond reimbursement for costs incurred, to undergo such professional training. It also means that the Applicant would not be able to train its own property practitioners. It will have to either employ property practitioners or outsource these functions.

52. Over the last 3 years, the Applicant has sold life rights at its facilities to a total of R56 771 660.00. Assuming commission at 5% the Applicant would have been required to pay agents a sum of R3 264 370.45. There is no reason for the Applicant to believe that these figures will reduce in the coming years.

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53. Thus, while the Applicant could mandate a property practitioner to facilitate transactions in respect of its facilities instead of doing so itself, this would come at a substantial cost.

54. The alternative would be for the Applicant to become a property practitioner itself. The applicant estimates the initial costs of obtaining fidelity fund certificates, given the scope of the Applicant's business, at approximately R645 900.00.

55. This will require allowing employees to train elsewhere for at least 12 months, whilst employing temporary replacement employees. Conservatively this would be a further cost of not less than R240 000.00 per employee.

56. Ultimately, these costs are operational in nature. They would need to be covered by the elderly residents of the Applicant's facilities. This could have catastrophic consequences, as many retirees live off budgets which are

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delicately poised. An unexpected increase might find them without funds to make ends meet.

57. There is also an additional risk that the Applicant might be subjected to attack for purported breaches of the PPA. This exposes the Applicant to potential litigation so long as the prevailing uncertainty as to the applicability of the PPA persists.

58. This risk is not merely speculative in nature. That it is very real is starkly illustrated by the following.

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59. The Retention applicable to the life rights sold by the Applicant has become the subject of a dispute with one of the Applicant's occupants. The dispute arose between the Applicant and the executor of the estate of one Jean Campbell. This dispute arose as follows:

59.1. Ms Campbell previously held the life right to occupy a housing unit at one of the Applicant's facilities, Rose Village.

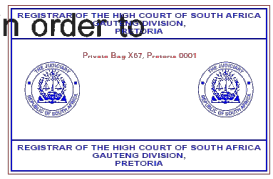
59.2. Following Ms Campbell's death, the Applicant kept the Retention following the sale of the life right applicable to the Applicant's accommodation unit which Ms Campbell occupied until her death. This sale occurred during June 2021.

59.3. The executor initially expressed a view that the Applicant was not entitled to have kept the Retention. This view was premised upon the executor's contention that:

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59.3.1. The Retention is to be regarded as 'commission' in respect of the sale of the life right.

59.3.2. The Applicant was to be regarded as a 'property practitioner' as envisaged under subsection (b) of the definition in section 1 of the PPA. The Applicant was thus alleged to have been required to be registered with the First Respondent and to hold a fidelity fund certificate, as contemplated under section 48(1) of the PPA, in order to have kept the Retention.



59.3.3. Alternatively, the Applicant was to be regarded as an 'estate agent' as envisaged under section 1 of the EAA Act. MHA was thus alleged to have been required to hold a fidelity fund certificate, as contemplated under section 26 of the EAA Act, in order to have kept the Retention.

59.4. Premised upon this contention, the executor lodged a complaint with the First Respondent. The objective of this complaint was to have the Retention paid back to Ms Campbell's estate. The First Respondent, to the Applicant's knowledge, did not respond to the complaint.

59.5. A review application was thereafter launched by the executor in July 2024, in order to force the First Respondent to answer to the complaint. The application was issued in the Johannesburg High Court under case number 2024/091681. A copy of the notice of motion in the application is annexed hereto marked **DLR5**.

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59.6. The review application was ultimately withdrawn following the Applicant's entering of an appearance to oppose it.

60. Despite the aforesaid application's ultimate withdrawal, having been met with it the Applicant has now taken comprehensive legal advice as to the applicability of the PPA to its activities. Pursuant to this, the Applicant has reconsidered its initial view and does not accept that the PPA finds application to it and its activities.

61. This notwithstanding, all of the above has placed the Applicant in an invidious position. Rather than sit idly by, the Applicant elected to take a proactive approach towards the PPA and bring the present application.

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The meaning of the term 'property practitioner' under the PPA

62. At the heart of this application is accordingly subsection (b) of the definition of 'property practitioner' contained in section 1 of the PPA. This subsection purports to canvass rights in and to property, which is the core of the Applicant's business.

63. The Applicant asserts that the subsection governs only persons who deal with immovable property, and in particular rights in and to such property, (i) for acquisition of gain, (ii) on the instructions of or on behalf of any other person.

64. It is the Applicant's submission that the subsection is to be read in this manner through a due application of the legal principles applicable to the interpretation of statutes. The basis for this contention arises as follows.

65. Prior to the PPA, the EAA Act regulated the activities of estate agents.

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66. The EAA Act defined 'estate agent' *inter alia* as follows:

> " **'estate agent'**-
>
> (a) means any person who **for the acquisition of gain** on his own account or in partnership, in any manner holds himself out as a person who, or directly or indirectly advertises that he, **on the instructions of or on behalf of any other person**-
>
> (i) sells or purchases or publicly exhibits for sale immovable property or any business undertaking or negotiates in connection therewith or canvasses or undertakes or offers to canvas a seller or purchaser therefor; or
>
> (ii) lets or hires or publicly exhibits for hire immovable property or any business undertaking or negotiates in connection therewith or canvasses or undertakes or offers to canvass a lessee or lessor therefor; or
>
> (iii) collects or receives any moneys payable on account of a lease of immovable property or any business undertaking; or
>
> (iv) renders any such other service as the Minister on the recommendation of the board may specify from time to time by notice in the Gazette;
>
> (b) for purposes of section 3(2)(a), includes any director of a company or a member who is competent and entitled to take part in the running of the business and the management, or a manager who is an officer, of a close corporation which is an estate agent as defined in paragraph (a);"

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(emphasis added).

67. Clearly then, 'estate agents' under the EAA Act were expressly persons who dealt with immovable properties *"for the acquisition of gain"* and *"on the instructions of or on behalf of any other person"*. This excluded a person who dealt with their own property, or property to which they held rights. Such a person could not have done so on the instructions or on behalf of any person but themselves.

68. The PPA repealed the EAA Act with effect from 1 February 2022. The core purpose of the PPA is embodied in the long title of the Act:

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> "To provide for the regulation of property practitioners; to provide for the continuation of the Estate Agency Affairs Board as the Property Practitioners Regulatory Authority; to provide for the appointment of the members of the Board and matters incidental thereto; to provide for the appointment of the Chief Executive Officer and other staff members of the Authority; to provide for transformation of the property practitioners sector; to provide for the establishment of the transformation fund and establishment of the research centre on transformation; to provide for compliance with and enforcement of the provisions of the Act; to provide for the continuation of the Estate Agents Fidelity Fund as the Property Practitioners Fidelity Fund; to provide for consumer protection; to provide for the repeal of the Estate Agency Affairs Act, 1976; and to provide for matters connected therewith."

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69. A key purpose of the PPA was thus to replace the EAA Act. This appears to have been coupled with an emphasis on the transformation of the market in which property practitioners operate.

70. However, in considering the purpose of the PPA from a governmental regulatory perspective, the following portions of its preamble (which follows the long title) are additionally instructive:

> "AND WHEREAS **consumers require assistance when conducting property transactions**;
>
> AND WHEREAS **property practitioners can play an important role in providing such assistance**;
>
> AND WHEREAS it is necessary to **ensure that such assistance is rendered in a professional way**;
>
> AND it is necessary to **regulate circumstances when such assistance is not rendered in a professional way**,
>
> BE IT THEREFORE ENACTED by the Parliament of the Republic of South Africa, as follows:".

(emphasis added).

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71. This stated purpose of the PPA is mirrored in the functions of the First Respondent. Section 6(a) of the PPA states this to be *inter alia* to "*regulate the conduct of property practitioners in dealing with the consumers*".

72. The governmental purpose of the PPA is accordingly the regulation of professional assistance given to consumers in relation to property transactions generally. The provisions of the PPA therefore traverse broader regulatory terrain than the EAA Act. The new term 'property practitioner' appears to have been fashioned by the Legislature with this in mind.

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73. The term 'property practitioner' thus carries a wide definition under the PPA. The definition is set out under section 1 as follows:

> " **'property practitioner'**-
>
> (a) means any natural or juristic person who or which **for the acquisition of gain** on his, her or its own account or in partnership, in any manner holds himself, herself or itself out as a person who or which, directly or indirectly, **on the instructions of or on behalf of any other person**-
>
> (i) by auction or otherwise sells, purchases, manages or publicly exhibits for sale property or any business undertaking or negotiates in connection therewith or canvasses or undertakes or offers to canvas[s] a seller or purchaser in respect thereof;
>
> (ii) **lets or hires or publicly exhibits for hire property or any business undertaking** by electronic or any other means or negotiates in connection therewith or canvasses or undertakes or offers to canvass a lessee or lessor in respect thereof;
>
> (iii) collects or receives any monies payable on account of a lease of a property or a business undertaking;
>
> (iv) provides, procures, facilitates, secures or otherwise obtains or markets financing for or in connection with the management, sale or lease of a property or a business undertaking, including a provider of bridging finance and a bond broker, but excluding any person contemplated in the definition of 'financial institution' in section 1 of the Financial Services Board Act, 1990 (Act 97 of 1990);

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(v) in any other way acts or provides services as intermediary or facilitator with the primary purpose to, or to attempt to effect the conclusion of an agreement to sell and purchase, or hire or let, as the case may be, a property or business undertaking, including, if performing the acts mentioned in this subparagraph, a home ownership association, **but does not include**-

(aa) a person who does not do so in the ordinary course of business;

(bb) where the person is a natural person and that person in the ordinary course of business offers a property for sale which belongs to him or her in his or her personal capacity;

(cc) an attorney or candidate attorney as defined in section 1 of the Attorneys Act, 1979 (Act 53 of 1979); or

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(dd) a sheriff as defined in section 1 of the Sheriffs Act, 1986 (Act 90 of 1986), when he or she performs any functions contemplated in paragraph (a) of this definition, irrespective of whether or not he or she has been ordered by a court of law to do so; or

(vi) renders any other service specified by the Minister on the recommendation of the Board from time to time by notice in the *Gazette*;

(b) **includes any person who sells, by auction or otherwise, or markets, promotes or advertises** any part, unit or section of, or **rights** or shares, including timeshare and fractional ownership, **in a property or property development**;

(c) **includes** any person who for remuneration manages a property on behalf of another;

(d) **includes** a trust in respect of which the trustee, for the acquisition of gain on the account of the trust, directly or indirectly in any manner holds out that it is a business which, on the instruction of or on behalf of any other person, performs any act referred to in paragraph (a);

(e) for the purposes of sections 34, 46, 48, 59, 60, 61 and 65 **includes**-

(i) any director of a company or a member of a close corporation who is a property practitioner as defined in paragraph (a);

(ii) any person who is employed by a property practitioner as envisaged in paragraph (a) and performs on his, her or its behalf any act referred to in subparagraph (i), (ii), (iv), (v) or (vi) of that paragraph;

(iii) any trustee of a trust which is a property practitioner as envisaged in paragraph (d);

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(iv) any person who is employed by a property practitioner as envisaged in paragraph (b) and performs on its behalf any act referred to in subparagraph (i), (ii), (iv), (v) or (vi) of paragraph (a); and

(v) any person who is employed by a property practitioner contemplated in paragraph (a) or (b) to manage, supervise or control the day-to-day operations of the business of that property practitioner;

(f) **includes** any person who is employed by or renders services to an attorney or a professional company as defined in section 1 of the Attorneys Act, 1979, other than an attorney or candidate attorney, and whose duties consist wholly or primarily of the performance of any act referred to in subparagraph (i), (ii), (iii), (iv), (v) or (vi) of paragraph (a), on behalf of such attorney or professional company whose actions will be specifically covered by the Attorneys' Fidelity Fund and not the Property Practitioners Fidelity Fund;

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(g) for the purposes of section 61 and any regulation made under section 70, **includes** any person who was a property practitioner at the time when he or she was guilty of any act or omission which allegedly constitutes sanctionable conduct referred to in section 62,

but does not include an attorney who, on his own account or as a partner in a firm of attorneys or as a member of a professional company, as defined in section 1 of the Attorneys Act, 1979, or a candidate attorney as defined in that section who performs any act referred to in paragraph (a), in the course of and in the name of and from the premises of such attorney's or professional company's practice, provided that such an act may not be performed-

(i) in partnership with any person other than a partner in the practice of that attorney as defined in section 1 of the Attorneys Act, 1979; or

(ii) through the medium of or as a director of a company other than such professional company;".

(emphasis added).

74. The definition canvasses a broad range of activities which might be undertaken in respect of immovable properties. At first blush, this includes the kind of activities that the Applicant undertakes in respect of its immovable properties and elderly care facilities:

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74.1. The Applicant's letting out of housing units at its facilities, an activity mentioned under subsection (a)(ii).

74.2. The Applicant's sale of life rights in and to its facilities, an activity mentioned under subsection (b).

75. The definition of 'property practitioner' under the PPA also contains the very same wording, *"for the acquisition of gain"* and *"on the instructions of or on behalf of any other person"*, as appeared in the EAA Act in relation to 'estate agents'. This is expressed under subsection (a) of the definition.

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76. The definition is therefore targeted at the regulation of natural or juristic persons who deal with immovable properties *"for the acquisition of gain"* and *"on the instructions of or on behalf of any other person"*. The activities to which the definition relates are set out under subsections (i) to (v) thereto.

77. This analysis of subsection (a) is keenly relevant in considering the import of all of the remaining subsections of the definition. This is because a proper reading of the remaining subsections reveals that they do not each establish distinct categories of property practitioners in addition to those described in paragraph (a). Rather, the respective subsections clarify the definition.

78. This is patent from the Legislature's use of the introductory word *"includes"*. This word appears in each subsection which follows (a) - from (b) to (g). Thus, a 'property practitioner' is anyone described in paragraph (a), with the clarification that it includes that which is described in paragraphs (b) to (g).

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79. The omission of the express words *"for the acquisition of gain"* and *"on the instructions of or on behalf of any other person"* from certain of the subsections which follow namely (a) - (b), (e), (f) and (g) - is consequently of no moment.

80. To read the definition differently would lead to absurdity in practice. In establishing this, one need not look any further than the Applicant's position and the way it deals with its own properties.

81. On the one hand, the Applicant lets out housing units at its facilities. As it only does so for itself, such leases fall outside the definition of 'property practitioner' contemplated under subsection (a)(ii) of the definition.

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82. On the other hand, the Applicant's core business is the sale of life rights at its facilities. If the definition was accorded an isolated meaning by reading subsection (b) thereof on its own, the Applicant might be regarded as falling within the definition of 'property practitioner'. This is because subsection (b) does not expressly limit itself in scope with the words *"for the acquisition of gain"* and *"on the instructions of or on behalf of any other person"*.

83. Nothing *ex facie* the PPA indicates that there is cogent reason to treat the sale of rights in and to an immovable property any differently to the sale or lease of the property outright. It simply cannot be that an individual can sell their own property without being subjected to the regulatory burden of the PPA, but be caught by it should they wish to sell a usufruct or some other right in it.

84. As mentioned above, the Applicant's activities in selling life rights are already governed by the Retired Persons Act. This fact further militates against the conclusion that the Legislature intended that yet further regulatory measures

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be imposed upon the Applicant. Certainly, the rights of elderly persons who purchase life rights in the Applicant's properties are amply protected under the Retired Persons Act, and have been so for decades.

85. In addition, the Parliamentary Hansard documented the debate of the provisions of the PPA when it was put before the Legislature as a Bill. Enquiries with Parliament revealed that:

85.1. The National Assembly debated the PPA on 4 December 2018.

85.2. The National Council of Provinces debated the PPA on 28 March 2019.

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86. The first page of the relevant Hansards are attached as **DLR6.1** and **DLR6.2** respectively.

87. These Parliamentary debates do not appear to have canvassed a need to regulate property owners' dealings with their own properties, or properties in which persons held rights themselves. Rather, the need for the transformation of the market in which property professionals operate was at the heart of the discussion. In addition, the need to broaden the scope of the existing legislation to include other professionals, such as valuers, was emphasised.

88. Suitably then, this is what is expressed in the long title of the PPA. What is not expressed is a need to regulate individual persons or entities who sell or let out their own properties, including rights in respect thereof.

89. Subsection (b) of the definition of 'property practitioner' ought to be interpreted and ascribed meaning accordingly.

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***Alternate relief:* the unconstitutionality of subsection (b) of the definition**

90. In the event that this Court is not inclined to interpret subsection (b) of the definition of 'property practitioner' in the manner postulated above, the Applicant will seek alternate relief to declare that the subsection is unconstitutional and invalid.

91. A declaration to this effect is premised upon the principle of rationality. The State should not regulate in an arbitrary manner, or manifest preferences that serve no legitimate governmental purpose. This is the starting point in the constitutional enquiry.

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92. The governmental purpose of the PPA has already been canvassed above, and is not repeated save in summary. Its real purpose is the regulation of professional assistance given to consumers in relation to property transactions – no more, no less.

93. This accepted, a person transacting in respect of their own immovable property should not fall within this regulatory ambit. Such a person would not be rendering professional assistance to a consumer in respect of such property. They would simply be on the opposite end of a transaction in which their own property was involved.

94. Interpreting subsection (b) of the definition of 'property practitioner' in a manner which includes persons dealing with their own property in the face of the above would be a marked departure from the stated purpose of the PPA. This renders the subsection susceptible to critique for irrationality on this basis alone.

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95. In the same vein, such an interpretation would result in the arbitrariness which is best illustrated by the nature of the Applicant's own business model. Its model comprises *inter alia* the rental of housing units at its facilities, and the sale of life rights.

96. As has already been noted above, there is no reason at all for these activities to be treated differently under the PPA. Put differently, there is no rational basis for the PPA to differentiate between the sale of life rights on the one hand, and other activities on the other. Yet, if the interpretation contended for by the Applicant above does not hold, a differentiation is patent *ex facie* the statute. If so, this matter presents a textbook case of arbitrary regulation.

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97. The result of such a finding would result in an arbitrariness that is plainly absurd. In such circumstances, it is not available to this Court to defer to the Legislature. This is not possible when the import of the impugned subsection is not rationally connected to a legitimate purpose, and in particular the purpose which is spelt out expressly *ex facie* the PPA.

98. In the premises, it behoves this Court to intervene. In so doing, it is not available to the Court to engage in a balancing exercise in terms of section 36 of the Constitution. This does not arise in the face of legislative irrationality *ex lege*.

99. Further, a blind enforcement of the subsection will result in no more than hardship for persons (such as the Applicant) dealing with their own property, or property to which they hold a right. The practicalities of this, and the blow which this would strike to the pockets of the elderly persons whom reside at the Applicant's properties, is set out above.

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100. For these reasons, and in the alternative to the Applicant's primary relief, a declarator that subsection (b) of the definition of 'property practitioner' is inconsistent with the Constitution and invalid to the identified extent ought to follow. This ought to be coupled with a 'reading-in' of the words *"for the acquisition of gain"* and *"on the instructions of or on behalf of any other person"* into the subsection.

101. In so doing, the Court will not only cure the irrationality which the unaltered subsection presents. It will also preserve the otherwise legitimate remit of the PPA, which the Applicant does not challenge in these proceedings.

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Conclusion

102. The Applicant has demonstrated that it has a real interest in the subject matter of these proceedings. The issues at play are not only legally significant, but also potentially threaten the Applicant's activities. In the face of this, if a declarator is granted in the Applicant's favour a tangible advantage will thereby be realised.

103. The issues which this Court is called upon to determine in this application are accordingly real issues, and not merely an academic debate.

104. Moreover, the Applicant contends that it has identified the correct interpretation of sub-section (b) of the definition of property practitioner in the PPA.

105. Overall therefore, the granting of the declarator sought by the Applicant is in the interests of justice.

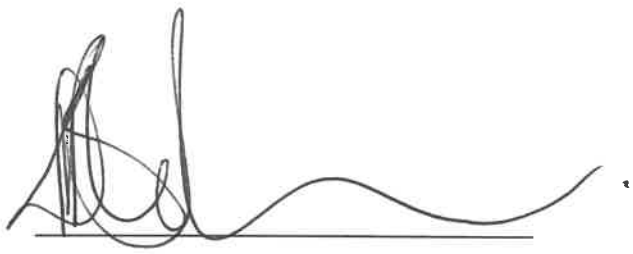
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106. The applicant thus contends that a case has accordingly been made out for relief as contemplated under section 21(1)(c) of the Superior Courts Act 10 of 2013.

107. Failing this, the Applicant contends that is has established that subsection (b) of the definition of 'property practitioner' does not pass constitutional muster. It is thus appropriate that an order to this effect be granted, and a 'reading-in' be affected by this Court so as to preserve the statute as far as possible. The least invasive means of doing so is proposed in the Applicant's notice of motion.



WHEREFORE the Applicant prays for an order in terms of the Notice of Motion to which this affidavit is attached.



DEPONENT

I certify that the deponent has acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn to before me at Johannesburg *on this the* 14th *day of* NOVEMBER *2025, the regulations contained in Government Notice no. R1258 of 21 July 1972, as amended and Government Notice no. 1648 of 19 August 1977, having been complied with.*



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COMMISSIONER OF OATHS

Full Names: _____

Designation: _____

Address: _____

JOHANNA GROBLER
COMMISSIONER OF OATHS
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"DLR1"

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G.P.-S. 012-0123

CERTIFICATE OF REGISTRATION OF NONPROFIT ORGANIZATION

In terms of the Nonprofit Organisation Act, 1997, I am satisfied that

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Methodist Homes for the Aged

(name of the organisation)

meets the requirements for registration.

The organisation's name was entered into the register on **15 January 2001**
(date)

Registration number **000-837 NPO**

Department of Social Development

Director's signature

.....

DOC -agr-ridge50/50
July 2013

LIFE RIGHT HOUSING UNIT AGREEMENT – RIDGEVIEW VILLAGE

PARTIES:

METHODIST HOMES FOR THE AGED **("MHA")**
(Non-profit company)
Registration No 1970/16748/08

_____("OCCUPANT")

_____("OCCUPANT")

Identity No: _____

Identity No: _____

Residential Address: _____



UNIT:
Housing Unit No: _____ in the Housing Development Scheme known as RIDGEVIEW VILLAGE situate at Holding 45 Caravelle Road, Impala Park, Boksburg.

CONTRIBUTION:

R_____(_____)

MONTHLY LEVY:

R_____(_____)

OCCUPATION DATE: _____

INFORMATION SCHEDULE

The information schedule attached contains definitions and important information and forms part of this agreement.

TERMS AND CONDITIONS

The attached standard terms and conditions apply to and form part of this agreement.

_____ _____ _____
for: METHODIST HOMES FOR THE AGED OCCUPANT/S

Date:_____ Date:_____ Date:_____

INFORMATION SCHEDULE – RIDGEVIEW VILLAGE

1. The following definitions shall apply in the AGREEMENT and all annexures thereto unless the contrary clearly appears:

1.1	"ACT"	The Housing Development Schemes for Retired Persons Act No 65 of 1988 and all regulations promulgated thereunder.
1.2	"AGREEMENT"	The Life Right Housing Unit Agreement to which this schedule is attached and all other schedules and annexures thereto.
1.3	"CHARGES"	The LEVY and the charges referred to in paragraph 34 of the Standard Terms and Conditions.
1.4	"CONTRIBUTION"	The amount payable for the right of OCCUPATION.
1.5	"CO-OCCUPANT"	A person who is not a party to the AGREEMENT and who occupies a UNIT with OCCUPANT and includes the spouse of OCCUPANT who is residing in the UNIT with OCCUPANT.
1.6	"DEVELOPMENT"	The Housing Development Scheme referred to in paragraphs 3 and 4 below.
1.7	"LEVY"	The levy referred to in paragraph 34 of the Standard Terms and Conditions.
1.8	"MHA"	Methodist Homes for the Aged (Non-profit company) No: 70/16748/08.
1.9	"NOTICE"	A notice addressed to OCCUPANT as provided for in paragraph 37 of the Standard Terms and Conditions, provided that it shall not be incumbent upon MHA to give notice as aforesaid on more than two occasions in any period of 12 months.
1.10	"OCCUPANT"	The occupant/s referred to in the AGREEMENT who has/have also signed the AGREEMENT.
1.11	"OCCUPATION"	The exclusive housing interest in respect of the UNIT or right to use and occupy the UNIT.
1.12	"OCCUPATION DATE"	The date for OCCUPATION as provided for in the AGREEMENT.
1.13	"PROPERTY"	The property referred to in paragraph 4 below.
1.14	"REPAYMENT PERCENTAGE"	The amount payable to the OCCUPANT after disposal of the right of occupation as provided for in paragraph 33.1 of the Standard Terms and Conditions, less a retention by MHA of a percentage thereof on a by month pro-rated sliding scale of 10% per year, of occupation by the occupant up to a maximum of 50%.
1.15	"QUALIFYING PERSON"	A person who is 60 years of age or older.
1.16	"UNIT"	A residential accommodation unit as defined in the ACT situated in the DEVELOPMENT which includes any exclusive use areas including patios and courtyard areas where applicable.

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2. MHA is a company duly registered as a Non-profit company in terms of Item 1(1) of Schedule 1 of the Companies Act No 71 of 2008.

3. The DEVELOPMENT is known as **"RIDGEVIEW VILLAGE"** and is operated by MHA on the undermentioned property.

   The DEVELOPMENT is a Housing Development Scheme as defined and referred to in the ACT and is governed by the ACT and the regulations promulgated thereunder save to the extent that exemptions may have been granted in terms of Section 10 of the Act. The DEVELOPMENT is also registered in terms of the Older Persons Act No. 13 of 2006.

4. The DEVELOPMENT is situated in the magisterial district of BOKSBURG on the undermentioned property which is owned by MHA:

   Portion 423 (a portion of Portion 213) of the farm Klipfontein 83, Registration Division I.R., Gauteng measuring 2,0767 hectares held by MHA under Deed of Transfer T.13038/89.

   The property is not encumbered by a mortgage bond.

5. The UNIT is situated on the property.

6. The Title Deed of the PROPERTY has been endorsed by the Registrar of Deeds in terms of the provisions of Section 4(C) of the ACT to the effect that it is the subject of a Housing Development Scheme.

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7. No person other than a QUALIFYING PERSON (being a person who is 60 years or older) or the spouse of a QUALIFYING PERSON may occupy the PROPERTY (and accordingly the UNIT), except with the written consent of the MHA Board of Directors. It is not a requirement that the QUALIFYING PERSON must have retired from employment.

8. The following additional information is provided in terms of Sections 4 and 4(A) of the ACT:

   8.1 The business address of MHA is 72 Garden Road, Bordeaux, Randburg.

   8.2 The right of occupation granted to the OCCUPANT in terms of the AGREEMENT confers on the OCCUPANT the same rights as those which would have been conferred on a lessee if a lease were to be registered against the title deeds of the PROPERTY but the right of occupation is not registrable.

   8.3 The Rules relating to the DEVELOPMENT and the individual UNITS which are applicable from time to time may be inspected at the Administration Office of the development at its abovementioned business address on weekdays between the hours of 9.00 a.m. and 4.00 p.m.

   8.4 The PROPERTY is not encumbered by a mortgage bond. All amounts payable in respect of the PROPERTY as endowment, betterment or enhancement levies, development contributions and/or any similar imposition have been or will be paid by MHA.

   8.5 No amount is payable by the OCCUPANT in respect of the costs of drafting the AGREEMENT.

   8.6 All the UNITS and other accommodation in the DEVELOPMENT are reserved for occupation by QUALIFYING PERSONS and/or their spouses and by essential employees of MHA and their spouses and children.

   8.7 The UNITS were built by MHA in 1989.

   8.8 The DEVELOPMENT is managed by MHA supported by a Local Committee and by paid employees as required.

8.9 The following facilities and services are provided and/or rendered at the DEVELOPMENT for OCCUPANTS in connection with UNITS at reasonable rates, save for those marked with an asterisk below in respect of which no extra charge is made over and above the LEVY:

8.9.1 *A lounge;
8.9.2 *A dining/entertainment hall which is also used as a place of worship;
8.9.3 *A library;
8.9.4 *Domestic cleaning of UNITS;
8.9.5 *Refuse removal services;
8.9.6 *Church services;
8.9.7 *Reasonable use of the common property as defined in the Regulations to the ACT.

8.10 The expenditure for the control, management and administration of the DEVELOPMENT and all services and facilities referred to above will be recoverable from and payable by OCCUPANTS and residents on the DEVELOPMENT by way of the monthly LEVY and/or rental, save to the extent that individual OCCUPANTS accept liability for and/or become obliged to pay for the facilities and/or services referred to in 8.9.1, 8.9.2, 8.9.5 and 8.9.7 above to the extent that they avail themselves of such facilities and/or services.

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8.11 In the case of an existing UNIT, the monthly LEVY payable by the OCCUPANT at the date of the AGREEMENT is as stated on the AGREEMENT. In the case of a UNIT to be constructed, the initial LEVY payable with effect from the date of occupation will not exceed the anticipated LEVY reflected on the AGREEMENT by more than 15%.

8.12 The LEVY payable by OCCUPANT is payable monthly in advance and will be a proportionate amount of the expenditure referred to above apportioned among the UNITS and other accommodation on the DEVELOPMENT in accordance with the ACT and the Regulations promulgated thereunder.

8.13 In terms of the ACT it is necessary to state the anticipated expenditure which will be incurred in the control, management and administration of the DEVELOPMENT for a three year period. It is not possible to determine the exact amount of such expenditure at the date of signature of the AGREEMENT but it is anticipated that the aggregate amount of such expenditure over a three year period from the date of the AGREEMENT will be approximately 36 times the LEVY stated on the AGREEMENT, subject to increases during the three year period as the result of increases in costs and expenses and additional necessary expenditure.

It is also necessary in terms of the ACT to indicate what the LEVY will be for the first two years of OCCUPATION. Again it is not possible to determine the exact amount but it is anticipated that the LEVY for the first two years will be as stated in 8.11 above over the two year period subject to increases during that period as the result of increases in costs and expenses and additional necessary expenditure.

9. Attention is drawn to the provisions Sections 4(3), 8 and 9 of the ACT, extracts of which are annexed. The DEVELOPMENT has however been exempted from certain provisions of the ACT. The suspensive conditions are available at MHA's head office at its abovementioned business address.

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STANDARD TERMS AND CONDITIONS

OCCUPATION

1. Subject to the CONTRIBUTION having been paid, the AGREEMENT entitles the OCCUPANT to the exclusive use and OCCUPATION of the UNIT with effect from the OCCUPATION DATE during OCCUPANT's lifetime unless OCCUPANT's OCCUPATION is terminated earlier in the circumstances set out in 29.

2. In the event that the UNIT is not available for OCCUPATION on the OCCUPATION DATE:

   2.1. MHA shall take all steps reasonably possible to procure that the UNIT is available for OCCUPATION by the OCCUPANT as soon as possible thereafter.

   2.2. MHA shall, if OCCUPATION is likely to be unduly delayed, offer another UNIT to OCCUPANT as soon as an alternative UNIT becomes available which has not been allocated, and if accepted by OCCUPANT, the AGREEMENT shall be amended accordingly.

   2.3. The date on which the UNIT or any alternative UNIT is available for OCCUPATION shall thereupon be the OCCUPATION DATE.

   2.4. OCCUPANT shall not be entitled to any reduction in the CONTRIBUTION.

   2.5. MHA shall not be liable to OCCUPANT and/or any CO-OCCUPANT in any way, unless it can be established that MHA failed to take reasonable steps with a view of ensuring that the UNIT is available for OCCUPATION.

   2.6. OCCUPANT shall not be entitled to cancel or vary the AGREEMENT in any way, save that OCCUPANT shall at his/her discretion be entitled to resile from the AGREEMENT if OCCUPATION is not available within three months of the stated or anticipated OCCUPATION DATE or the date which may have been substituted therefor by mutual written agreement. OCCUPANT may exercise the right to resile only after the expiry of the three month period and shall do so by written notice delivered to MHA. All amounts paid by OCCUPANT to MHA shall thereupon be refunded with accumulated interest as agreed.

3. The UNIT shall be used by OCCUPANT solely as a residence and for no other purpose.

4. The right of OCCUPATION is personal to OCCUPANT and must be exercised by OCCUPANT personally. OCCUPANT may not permit anyone else to occupy the UNIT, save as specifically provided herein.

5. The right is not transferable and OCCUPANT may not deal with the UNIT or the right of OCCUPATION in any way, cede or assign such right in any way, whether as security or otherwise or encumber the right.

   MHA shall not be bound by any purported dealings or acts regarding such right and may disregard same.

6. Upon the death of OCCUPANT, or should OCCUPANT, in the opinion of MHA, have permanently vacated the UNIT, MHA shall notify OCCUPANT or the legal representatives of OCCUPANT's estate and OCCUPANT's heirs and/or next-of-kin designated by OCCUPANT in OCCUPANT's application form, if any, by way of a notice delivered by hand or posted by prepaid registered post to the last known address of the addressee concerned.

   If the assets and belongings of OCCUPANT are not removed from the UNIT within 30 days from the date of death or the date of declaration by MHA as provided above, MHA shall be entitled to enter the UNIT and remove such assets and belongings and place these in storage, all at the expense of OCCUPANT or OCCUPANT's estate.

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MHA shall not be liable in any respect for such actions and/or any damage which may be caused as a result of or during the course of such removal, unless such damage was occasioned by the gross negligence of MHA. If the assets and/or belongings are not claimed or removed from storage within three months thereafter, the same may be sold in order to defray expenses, storage costs and/or the CHARGES referred to in 34.

The above provisions shall not apply in the event that an OCCUPANT or a CO-OCCUPANT remains in OCCUPATION of the UNIT in terms of an existing or a new AGREEMENT with MHA.

CO-OCCUPANTS

7. The term "OCCUPANT" shall include all persons residing in a UNIT who have signed and are parties to the AGREEMENT. Their obligations in terms of the AGREEMENT shall be joint and several.

8. An OCCUPANT may, upon written request to MHA, permit a CO-OCCUPANT to occupy the UNIT with OCCUPANT if the UNIT is sufficiently large in the view of MHA to comfortably accommodate the OCCUPATION thereof by a second person, provided that:

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   8.1. The proposed CO-OCCUPANT is the spouse of OCCUPANT; or

   8.2. In the case of a person who is not married to OCCUPANT, MHA has given its prior written consent to such OCCUPATION, which consent MHA shall not unreasonably refuse.

9. The CO-OCCUPANT shall, unless the CO-OCCUPANT exercises the option referred to below, leave and vacate the UNIT in the event that:

   9.1. OCCUPANT's right of OCCUPATION of the unit ceases;

   9.2. The marriage of CO-OCCUPANT to OCCUPANT is terminated; or

   9.3. Any of the circumstances referred to in paragraph 29 below apply to such CO-OCCUPANT.

10. A CO-OCCUPANT shall not have any rights in respect of the UNIT or rights and/or claims against MHA arising out of the CO-OCCUPANT's occupation of the UNIT or the termination thereof by MHA save as specifically provided herein.

11. On cessation and termination of OCCUPANT's right of OCCUPATION as provided below:-

   11.1. A second person who had signed the AGREEMENT as an OCCUPANT shall be entitled to continue occupying the UNIT during his or her lifetime in terms of this AGREEMENT which shall continue as provided herein;

   11.2. A CO-OCCUPANT who has been in occupation of a UNIT for at least six months shall have the option for a period of 60 days to enter into a new Life Right Housing Unit Agreement on MHA's then ruling terms and conditions;

12. OCCUPANT shall ensure that any CO-OCCUPANT, whether or not MHA has consented to such occupation, shall at all times comply with the AGREEMENT and the Rules of the DEVELOPMENT applicable from time to time and promptly pay all amounts due by CO-OCCUPANT to MHA.

    OCCUPANT hereby accepts full responsibility for the payment of all such amounts and for all acts or omissions of such person and hereby indemnifies MHA against any such acts or omissions, amounts owing or against any claims that such person may bring against MHA arising out of such OCCUPATION.

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CONDITION OF UNIT AND RISK

13. MHA shall, in the case of a UNIT to be constructed, provide OCCUPANT/S with a copy of the plans and specifications of the UNIT if so requested and use its best endeavours to procure that the builders complete the UNIT according to the plans and specifications thereof by or prior to the OCCUPATION DATE or as soon as possible thereafter. There shall be no material alterations to or deviations from the plans and specifications without OCCUPANT's prior written consent. If such consent is granted the OCCUPANT/S shall be liable for and pay on demand all additional costs occasioned by the alterations and/or deviations.

14. OCCUPANT shall carefully examine the UNIT upon taking occupation and advise MHA in writing within ten days of the OCCUPATION DATE of any damage to or defects in the UNIT, the windows, installations and fittings or of any missing keys.

    MHA shall procure that the damage/defects are repaired and missing keys replaced at no cost to OCCUPANT as soon as possible after the OCCUPATION DATE. OCCUPANT shall not be entitled to any reduction in the CONTRIBUTION and MHA shall not be liable to OCCUPANT or any OCCUPANT in any way arising out of or in connection therewith unless MHA failed to take the necessary steps to repair or correct damages or defects within a reasonable time after becoming aware of such damages or defects.

    In the case of an existing UNIT, OCCUPANT confirms that the UNIT has been inspected by OCCUPANT. OCCUPANT accepts the UNIT as it stands confirming that no warranties have been given in regard to its condition.

15. The risk in the UNIT will, save as provided in 20, pass to the OCCUPANT on the OCCUPATION DATE.

16. MHA records that it has comprehensive insurance cover in respect of the structure and roof of the UNIT, and the geyser (save for valves, washers, elements and general maintenance) and public liability insurance cover in respect of the DEVELOPMENT. Details of the insurance cover will be made available on request.

    In the event that there is any damage or loss to the structure or roof of the UNIT or the geyser or damage to the UNIT and its fixtures and fittings as a result of insured risks, MHA will accept responsibility for such claims to the extent that it receives payment from its insurers. MHA does not warrant that its insurers will accept liability for or will effect payment of any particular claim. MHA's insurance cover does not extend to the contents of the UNIT except as stated and OCCUPANT is advised to make its own insurance arrangements in this regard.

OCCUPANT'S OBLIGATIONS

17. OCCUPANT shall:

    17.1. care for and maintain the interior, as well as any exclusive use areas, of the UNIT during OCCUPATION;

    17.2. be responsible for and pay to MHA its costs of:

        17.2.1. keeping in good working order and repair water taps, electric light fittings, stoves, sanitary fitting and conveniences, geyser elements, valves and washers, locks and all other fittings and appliances in or of the UNIT; and

        17.2.2. keeping and maintaining all sewerage pipes, water pipes and drains in or of the UNIT free from obstruction and blockage; and

        17.2.3. making good and repairing any damage or breakage to or reinstating or replacing any missing fixtures, fittings and conveniences in or of the UNIT;

    to the extent that such costs are not covered by or defrayed out of that portion of the aggregate of the LEVIES paid by OCCUPANT to MHA which has been specifically earmarked for such expenditure.

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17.3. Upon termination of OCCUPATION, return and redeliver the unit to MHA in its original condition, including repainting throughout, replacement of carpeting, and all keys, panic buttons and remote controls. Remedial work to be undertaken by MHA or MHA approved contractors for the account of the OCCUPANT.

18. OCCUPANT shall not:

18.1. damage or interfere with landscaping, paths and roadways;

18.2. conduct any gardening activities on any portion of the PROPERTY which MHA has specifically restricted or allocated to any particular resident/s on the DEVELOPMENT either generally or specifically;

18.3. make any structural alterations, additions or improvements to the UNIT or fix or install any fixtures, fittings or appliances without the prior written consent of MHA, which consent shall not be unreasonably withheld;

18.4. without the prior written consent of MHA (which shall not be unreasonably withheld), alter or interfere with the electric or other installations in the UNIT, or permit nails or screws to be driven into the walls which cause material damage or install any alarm or other installation which, in the opinion of MHA, may interfere with or disturb persons on the PROPERTY or neighbours or affect their equipment;

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18.5. remove any fixtures, fittings or appliances supplied by MHA;

18.6. do or permit anything to be done which in the opinion of MHA is or may cause or be a nuisance or annoyance to other occupiers of UNITS, occupiers of other accommodation in the DEVELOPMENT or of adjoining properties;

18.7. contravene or permit the contravention of or neglect or omit to comply with the Rules of the DEVELOPMENT applicable from time to time, the conditions of title relating to the PROPERTY or any laws;

18.8. do or permit to be done anything which may adversely affect any fire insurance policy in respect of the UNIT or result in the premiums being increased;

18.9. keep any firearms or any animals or birds in or about the UNIT, save as provided for in the rules of the complex.

18.10. park more than one private motor car on the PROPERTY in respect of each OCCUPANT and one private motor car in respect of each CO-OCCUPANT;

18.11. park any motor car or vehicle in any garage, carport, shadeport or parking area specifically allocated by MHA to any other person;

18.12. save as provided in 18.10, park, store, leave or abandon any vehicle, caravan, trailer or articles of any nature on the PROPERTY other than in the UNIT or in a closed garage which the OCCUPANT has the right to use;

18.13. carry on any business or venture or practise any profession on the PROPERTY whether for reward or otherwise without the prior written consent of MHA and, if such consent is granted, use the name of MHA in any way in connection therewith or in any advertisement or notice.

COMPENSATION FOR IMPROVEMENTS

19. MHA shall not be responsible for or liable to compensate OCCUPANT for any improvements of any nature effected to the UNIT or any unit, property or erection belonging to MHA, whether or not such improvements could be considered to be necessary or useful improvements or are likely to enhance the value of the UNIT or the DEVELOPMENT. The OCCUPANT shall have no right of retention.

MHA'S OBLIGATIONS AND RIGHTS

20. MHA shall:

20.1. be liable for the maintenance and repair of the external walls and roof of the UNIT and for the maintenance and repair of the other buildings and facilities of the DEVELOPMENT the cost of which shall be defrayed from levies and maintenance reserves.;

20.2. keep the structure, roof and geyser (save as provided in 17.2.1) of the UNIT and ancillary buildings insured with a reputable insurance company at all times and pay the premiums. MHA shall ensure that the insurance cover for the UNIT is equivalent at any stage at least to MHA's then ruling valuation of the UNIT, details of which insurance cover will be made available to OCCUPANT upon request. OCCUPANT may arrange additional insurance cover if it is considered that the insurance cover is insufficient or inadequate in any respect. The amount recovered by MHA on any insurance claim relating to the UNIT shall be applied solely for the repair and reinstatement of the UNIT. MHA shall however not be liable to OCCUPANT if the claim is rejected for any reason directly or indirectly attributable to OCCUPANT or any person visiting OCCUPANT or any invitee or visitor of OCCUPANT. MHA shall not be obliged to take legal action against any insurer but shall, if so requested by OCCUPANT, allow OCCUPANT to do so under MHA's policy subject to suitable indemnities in relation to costs and other liabilities that may accrue as a result thereof.

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20.3. not encumber the PROPERTY save in the case of a DEVELOPMENT in the course of construction in which event MHA shall be entitled to encumber the PROPERTY by way of a mortgage bond as specifically provided in the INFORMATION SCHEDULE.

21. MHA may:

21.1. inspect the UNIT at any convenient time;

21.2. if OCCUPANT is in breach of the provisions of or fails to carry out the obligations referred to in 17 and/or 18, attend to the matters in question or remove any offending or unauthorised installations or articles and recover the cost of doing so or a reasonable charge therefor from OCCUPANT;

21.3. from time to time make Rules of or relating to the DEVELOPMENT, the occupation and use of the facilities offered in the DEVELOPMENT from time to time, the administration of the DEVELOPMENT, the OCCUPATION of UNITS and/or the disposal of UNITS in respect of which the right of occupation has ceased or terminated. MHA may amend or substitute these Rules from time to time with the approval of residents in general meeting.

21.4. from time to time change the design, layout, garden or other features of the common property including the construction or removal of such paths, access roads, works or other features as it may deem fit;

21.5. from time to time erect upon the common property other buildings for letting or disposal to QUALIFYING PERSONS or other buildings or works for the administration of the PROPERTY and/or use by or care for persons residing on it up to the limit permitted in terms of laws and regulations applicable from time to time.

22. 22.1 The OCCUPANT shall, if he/she is in breach of the provisions of 21.2, not have any claim against MHA nor be entitled to any reduction in or refund of or withhold payment of any part of the CONTRIBUTION or any CHARGES. If the OCCUPANT is not in breach, the OCCUPANT shall have no such claim against MHA unless MHA was guilty of gross negligence in regard to the provisions set out below:

22.1.1 the UNIT, the PROPERTY and/or any erection, construction or development thereon being in a state of disrepair or unsafe or failing to operate properly; or

22.1.2 any one or more or any part of the facilities and/or services not being available or provided to OCCUPANT; or

22.1.3 any services or facilities of any nature not being provided or rendered timeously or at all or being rendered inadequately or negligently.

22.1.4 MHA failed to attend as soon as possible to the provisions as set out in 22.1.

22.2 MHA shall take all steps reasonably possible to ensure that any construction organisation, builder, contractor, sub-contractor or renderer of services rectifies any shortcoming or damage referred to above and compensates OCCUPANT provided that MHA shall not be obliged to take legal action against any such construction organisation, builder, contractor, sub-contractor or renderer of services but shall, if so requested by OCCUPANT, allow OCCUPANT to do so in terms of MHA's arrangements with the party concerned subject to suitable indemnities in relation to costs and other liabilities that may accrue as a result thereof.

CONTRIBUTION

23. The OCCUPANT shall pay the CONTRIBUTION to MHA as provided on the annexed schedule, or if there is no schedule annexed to the agreement, 30 days prior to the OCCUPATION DATE.

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24. Should OCCUPANT fail to pay the CONTRIBUTION or any portion thereof on due date, MHA shall be entitled to:

24.1. claim interest on the aggregate of such overdue payments from due date to date of payment at the rate of 1,5% per month; or

24.2. cancel the AGREEMENT without notice to OCCUPANT if OCCUPANT fails to effect payment to MHA of any amount which is due and payable to MHA within 14 days of notice in writing calling upon OCCUPANT to effect such payment.

25. OCCUPANT shall not be liable to pay any further consideration to MHA for the OCCUPATION right granted in terms of the AGREEMENT save for the CONTRIBUTION, interest thereon, if any, the LEVY and other charges as provided for in the AGREEMENT and these Standard Terms and Conditions.

26. The CONTRIBUTION shall be applied by MHA firstly for the payment to the previous occupier of the UNIT of the amount due to him in terms of any agreement existing between such occupier and MHA and the balance may be applied by MHA to defray administration and/or operating expenses in connection with the DEVELOPMENT, in reduction of the amount owing, if any, on the mortgage bond, if any, referred to in the Information Schedule, improvements to or the creation of additional facilities for the DEVELOPMENT and/or the operation by MHA of other Housing Development Schemes for retired persons.

VALUE OF RIGHT OF OCCUPATION

27. MHA shall from time to time at its discretion place a value on the right of OCCUPATION details of which shall be obtainable from MHA.

28. Such value shall at no time be less than the CONTRIBUTION referred to in the AGREEMENT.

CESSATION/TERMINATION OF RIGHT OF OCCUPATION

29. The right of OCCUPATION shall cease and terminate:

29.1. Upon the death of OCCUPANT;

29.2. When OCCUPANT notifies MHA in writing that he/she wishes to terminate his OCCUPATION or on the date of termination stipulated in such notice, whichever is later;

29.3. In the event that OCCUPANT has, in the opinion of MHA, failed to take OCCUPATION of the UNIT or appeared to have permanently vacated the UNIT;

29.4. When MHA determines after written notice to OCCUPANT and after consideration of OCCUPANT's representations and other relevant evidence and submissions that OCCUPANT's OCCUPATION should, in the interests of the OCCUPANT and/or other residents on the DEVELOPMENT, be terminated on account of OCCUPANT's infirmity, state of health, debilitation, state of mind, conduct and/or behaviour;

29.5. Upon a determination by MHA in terms of 37.

Such cessation shall not affect the right of OCCUPATION of a CO-OCCUPANT who has signed and is a party to the AGREEMENT.

30. Upon cessation and termination of the right of OCCUPATION and subject to any option that may exist in favour of any person in respect of the UNIT, MHA shall use its best endeavours to find a suitable QUALIFYING PERSON or persons willing and able to take over the UNIT and enter into an agreement with MHA for the OCCUPATION thereof ("the NEW OCCUPANT") but OCCUPANT shall not have any claim against MHA should MHA not be able to find a NEW OCCUPANT . If MHA is unable to find a NEW OCCUPANT within 45 days, OCCUPANT shall be entitled to procure a NEW OCCUPANT which NEW OCCUPANT MHA shall not unreasonably reject; provided that such NEW OCCUPANT shall enter into an agreement with MHA containing the terms and conditions applicable at that time.

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31. Until the NEW OCCUPANT takes OCCUPATION, the OCCUPANT or the OCCUPANT's estate shall continue to be liable for all OCCUPANT's obligations in terms of the AGREEMENT and promptly pay the LEVY.

32. The right of OCCUPATION of the UNIT shall be disposed of by MHA (or by OCCUPANT as provided in 30) only at the then ruling valuation of the UNIT as determined by MHA from time to time, which amount shall be payable by the NEW OCCUPANT prior to the NEW OCCUPANT's occupation date or in such other manner as OCCUPANT and MHA may agree to in writing.

33.

33.1. Within 30 days after the NEW OCCUPANT's occupation date or the date or dates upon which the CONTRIBUTION or instalments thereof are paid, MHA shall pay to OCCUPANT or OCCUPANT's estate, as the case may be, the REPAYMENT PERCENTAGE of the payment received by MHA in respect of the CONTRIBUTION payable by the NEW OCCUPANT. From the amount so payable to OCCUPANT or OCCUPANT's estate there shall be deducted any expenditure in terms of paragraph 17, sales commission and advertising costs incurred by MHA in disposing of the right of OCCUPATION, and all other amounts due by the OCCUPANT to MHA at that date.

33.2. No such payment shall become due to OCCUPANT or OCCUPANT's estate in the event that the right of OCCUPATION is assumed by an OCCUPANT or CO-OCCUPANT as provided for herein and OCCUPANT has waived the right to such payment.

33.3. In the event that there are two OCCUPANTS who are both parties to the AGREEMENT, the amounts payable in terms of this clause shall be payable to the survivor of the OCCUPANTS if one OCCUPANT has predeceased the other or given up OCCUPATION of the UNIT while the other is still in OCCUPATION of the UNIT or in any other case, to the two OCCUPANTS jointly.

33.4. Notwithstanding the above, MHA shall be entitled to retain the amount due to any OCCUPANT in terms of the above provisions if and for as long as OCCUPANT continues to occupy or avail himself/herself of any nursing, mid care, frail care or other facility on or forming part of the DEVELOPMENT or any other development or facility administered or offered by MHA. MHA shall from time to time be entitled to set off against the amount so retained all amounts due by the OCCUPANT in question in respect of costs and charges relating to the above or incurred in respect of the OCCUPANT.

For as long as MHA retains moneys on behalf of OCCUPANT in terms of these provisions, interest shall accrue on the balance held from time to time calculated monthly in arrear at the rate of interest less 1% received by MHA on call deposits from its bankers.

LEVY AND CHARGES

34. The OCCUPANT shall pay MHA the following charges ("the CHARGES") comprising;

34.1. A monthly Levy, the amount of which shall be determined by MHA from time to time to enable MHA to recover from all occupants of UNITS respectively a proportionate share of the costs of administration of MHA, the DEVELOPMENT and the services and facilities provided for the OCCUPANTS of the DEVELOPMENT as contemplated in the Regulations to the ACT including, but not restricted to, building maintenance, renovations, replacements, cleaning, assessment rates and taxes, municipal charges, water and electricity (if not metered separately), insurance, salaries and wages and all other expenses incurred in connection with the DEVELOPMENT; and

34.2. The additional amounts for which OCCUPANT and the CO-OCCUPANT become liable to MHA in respect of:

34.2.1. water, electricity, sewerage (if metered separately), facilities and/or services provided by MHA to OCCUPANT and/or CO-OCCUPANT;

34.2.2. expenditure by MHA in terms of 6, 17 and 21.2.

34.2.3. value added taxes on the amounts referred to in 34.1 and 34.2 to the extent that these are dutiable in terms of the VAT laws.

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35. The CHARGES shall be paid within seven days after the beginning of each month at the office of the accountant on the PROPERTY or at such other address as MHA may in writing advise.

36. MHA will provide the OCCUPANT with a statement reflecting the amount due in respect of the CHARGES. Failure to provide such a statement shall however not excuse the obligation to make payment as stated above.

Each year, MHA shall, on request, provide OCCUPANT with a copy of the balance sheet and the income and expenditure statement relating to the units comprising the DEVELOPMENT.

BREACH

37. Should OCCUPANT:

37.1. breach any of the provisions of the AGREEMENT which MHA considers to be material and fail to remedy such breach within 21 days after NOTICE; or

37.2. consistently breach and/or be in default of his obligations under the AGREEMENT despite a NOTICE warning him of the possible application of this provision; or

37.3. fail to effect payment of the CHARGES on due date and remain in default for a period of 90 days after NOTICE calling for payment of the CHARGES;

MHA shall at its discretion and without further notice to OCCUPANT be entitled to terminate the OCCUPANT's OCCUPATION without prejudice to any other remedies that may be available to MHA in law or in terms of the AGREEMENT.

GENERAL

38. The AGREEMENT shall become binding upon MHA only when executed by a duly authorised official of MHA. Until then, OCCUPANT shall have no claim to the existence of an agreement for the OCCUPATION or otherwise of the UNIT or any other UNIT by reason of negotiations having been conducted or concluded in regard thereto or by reason of the completion of the AGREEMENT and/or the execution thereof by OCCUPANT.

39. The AGREEMENT constitutes the entire agreement between MHA and OCCUPANT and shall not be affected in any way by any prior or collateral agreements or arrangements or prior representations or discussions. Any purported cancellation by OCCUPANT, any variation, release or waiver shall be of no force or effect unless recorded in writing and signed by both MHA and OCCUPANT.

40. Neither party shall be precluded from enforcing any of its rights in terms of the AGREEMENT at any time as a result of:

    40.1. any failure to exercise its rights or demand due performance by the other of its obligations in terms of the AGREEMENT strictly upon due date or strictly in accordance with the AGREEMENT;

    40.2. the exercise of enforcement of any other right or rights.

41. Any dispensation or consent granted by MHA to OCCUPANT at OCCUPANT's request after signature of this AGREEMENT, whether the dispensation or consent is required because of the provisions of the AGREEMENT or otherwise shall be valid only if recorded in writing and signed by MHA and OCCUPANT and may be withdrawn by MHA wholly or in part at any time for reasons considered necessary on reasonable notice to OCCUPANT.

42. OCCUPANT shall remain bound by and shall continue to comply with all provisions of the AGREEMENT for as long as OCCUPANT remains in OCCUPATION of the UNIT even though the right of OCCUPATION may have terminated.

43. Should it become necessary to determine the value or cost of any matter or any amount for which OCCUPANT is liable in terms hereof, the determination by a practising architect and/or chartered accountant appointed by MHA shall be binding.

44. OCCUPANT hereby consents to the occupation of UNITS by essential employees of MHA and their spouses and children even although they may not be QUALIFYING PERSONS.

45. MHA and OCCUPANT choose domicilium citandi et executandi and select as the address to which all notices shall be delivered the following:

    MHA at its business address as stated in the information schedule.

    OCCUPANT at the UNIT.

    45.1. NOTICES addressed to OCCUPANT shall be binding upon OCCUPANT or OCCUPANT's estate if left in the UNIT.

    45.2. Any notice required or permitted under this Agreement is valid only if in writing.

    45.3. Any party may by notice to the other parties change its chosen address to another physical address in the Republic of South Africa and that change shall take effect on the seventh day after the date of delivery of the notice.

    45.4. Any notice delivered by hand to the chosen address of a party before 17h00 is deemed to have been received on the date of delivery.

    45.5. A written notice actually received by a party, including a notice sent by telefax, is an adequate notice to it even though not sent or delivered to its chosen address.

46. In the event of there being any uncertainty regarding any matter concerning, arising out of or in consequence of the application, interpretation, enforcement, validity or termination of the AGREEMENT and the Rules of the DEVELOPMENT, save for the determination of the value or cost of any item as provided for above, the matter shall be referred to arbitration before an Arbitrator in terms of paragraph 50 of this Agreement.

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47. If the DEVELOPMENT is managed and administered by a Management Association of residents in terms of the ACT or by a Management Committee or Local Committee of MHA, such Management Association or Management/Local Committee shall directly and/or indirectly through its Management Agent be entitled to implement and enforce the provisions of this AGREEMENT and shall assume and be responsible for the obligations of MHA in regard to the UNIT and the management and administration of the DEVELOPMENT. The OCCUPANT's rights in this regard shall then lie and be enforceable against the Management Association in terms of the ACT or the Management/Local Committee in terms of this agreement, as the case may be.

    The provisions of this paragraph shall however not apply to the provisions in the AGREEMENT relating to the resale of the right of OCCUPATION of the UNIT when the OCCUPANT's right of OCCUPATION is terminated or ceases, MHA's ancillary rights in regard thereto and the granting of OCCUPATION of the UNIT to the next purchaser thereof.

48. If OCCUPANT has or at any time in the future acquires from MHA the right of use of a garage or a carport in the DEVELOPMENT, such right and the terms and conditions relating thereto shall be those contained in the Garage/Carport Agreement signed by OCCUPANT and MHA. The terms and conditions of the AGREEMENT shall also, where applicable, apply to such garage or carport with the necessary changes.

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INDEMNITY

49. The OCCUPANT(S)indemnifies/y MHA against claims for damages and/or injuries and/or losses suffered by the OCCUPANTS, their invitees and/or visitors which occurred in, upon or about the PROPERTY.

ARBITRATION

50.1 In the event of the parties being unable to agree upon any matter concerning, arising out of or in consequence of the application, interpretation, enforcement or validity of this AGREEMENT or in regard to or as a result of its termination, shall be referred to and decided by arbitration.

50.2 The arbitration shall be conducted:

50.2.1 in camera;

50.2.2 informally;

50.2.3 in the Gauteng Province;

50.2.4 without any legal representatives of the parties being present;

50.2.5 before a Senior Counsel or a Counsel of Attorney of not less than (15) years' standing nominated by the parties or failing agreement an Attorney nominated by the president of the Law Society of the Northern Provinces;

50.2.6 in terms of the other provisions of the arbitration laws for the time being in force in the Republic of South Africa.

50.3 Insofar as it is possible the arbitration shall be completed within 21 (twenty one) days after it has been demanded.

50.4 The Arbitrator shall be entitled to make any order which he may consider just and equitable in the circumstances. The Arbitrator shall determine in such manner as he may deem fit any question relating to the costs of the arbitration proceedings.

50.5 The decision of the Arbitrator shall be final and binding on the parties.

RENTAL AGREEMENT

between

METHODIST HOMES FOR THE AGED NPC

(Registration No: 1970/016748/08)

(Non-Profit Organisation No: 000837NPO)

("LANDLORD")

and

_____

ID / Passport No: _____

("TENANT")



1. **INTERPRETATION** – In this agreement

1.1. The clause headings in this Agreement are for convenience and shall not be used in its interpretation;

1.2. unless the context clearly indicates a contrary intention, an expression which denotes any gender includes the other genders, a natural person includes a juristic person and vice versa and the singular includes the plural and vice versa;

1.3. the following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

1.3.1. "Commencement Date" means _____ [insert date], notwithstanding the date of signature of the last party to sign this Agreement;

1.3.2. "Deposit" – means the amount payable by the Tenant to the Landlord in terms of clause 6 of this Agreement;

1.3.3. "Landlord" – means Methodist Home for the Aged NPC (Reg No: 1970/016748/08) (Non-Profit Organisation number: 000837NPO);

1.3.4. "Property" – means Unit ____ within the Village/Home, _____ [Name of Village/Home], which is let to the Tenant by the Landlord in terms of this Agreement;

1.3.5. "Signature Date" – means the date of signature of this Agreement by the last of its signatories;

1.3.6. "Tenant" – means _____ Identity Number _____, and to whom the property is let by the Landlord;

1.4. when any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or South African public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or South African public holiday.

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2. THE RENTAL AGREEMENT

The Landlord lets to the Tenant who rents the Property on the terms set out herein.

3. COMMENCEMENT AND DURATION

3.1. The Rental Agreement of the Property shall commence on the Commencement Date.

3.2. Subject to the provisions of this agreement, the rental agreement shall continue until such time as the rental agreement is terminated, as set out in clause 3, clause 19 or clause 20 hereunder:

3.2.1. Upon the death of the Tenant, the agreement shall be deemed to be terminated on the last day of the month in which the said tenant's death occurred;

3.2.2. When the Tenant notifies the Landlord in writing that he/she wishes to terminate the Agreement, provided that at least one (1) calendar month's written notice of such intention is given to the Landlord;

3.2.3. When the Landlord notifies the Tenant in writing that it wishes to terminate the Agreement, provided that at least one (1) calendar month written notice of such intention is given to the Tenant;

3.2.4. When the Tenant has failed to take occupation of the Unit pursuant to the conclusion of this Agreement or appears to have permanently vacated the Unit thereafter; or

3.2.5. When the Landlord determines, after written notice to the Tenant and after consideration of the Tenant's representations, and after relevant evidence and submissions that the Tenant's occupation should, in the interest of the Tenant and/or the other residents of the Village/Home, be terminated on account of the Tenant's infirmity, state of health, debilitation, state of mind, conduct and/or behaviour.

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4. USE OF THE PROPERTY

The property shall be used as a residential dwelling for the Tenant and for no other purpose whatsoever without the prior written consent of the Landlord.

5. RENT

5.1. The Tenant shall pay the Landlord a monthly rental of R_____, (_____ Rand), which shall be paid to the Landlord monthly in advance free of deduction or set off of any nature, on or before the first day of each and every month;

5.2. The following facilities and services are provided and/or included at reasonable rates, save for those marked with an asterisk below in respect of which no extra charge is made over and above the rental:

A frail care/nursing facility for debilitated and other OCCUPANTS in need of nursing services and/or care which is staffed by a qualified nursing sister, trained nurses and support staff;

Nursing and personal care and assistance services provided in UNITS in emergencies only;

Meals - <u>One meal / three meals per day included in rental</u>

Laundry services; <u>Included/ Not included</u> in rental.

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* A dining/entertainment hall;
* A library;
*Domestic cleaning of UNITS;
*Refuse removal services;
*Church services;
*Reasonable use of the common property as defined in the Regulations to the ACT.

5.3. The rental referred to above will be subject to annual review during the first quarter of each calendar year. Any change to the rental as a result of the annual review shall be effective from the first day of April every year. The Landlord shall provide the Tenant with 1 (one) month's written notice of any increases in the rental as a result of the aforementioned review.

6. DEPOSIT

6.1. The Tenant shall upon signature of this Agreement, and as a condition for the commencement of the agreement, pay a deposit equal to (1) (one) month's rental, being an amount of R_____ (in words) _____ Rand) to the Landlord, which shall be retained by the Landlord as security for the due fulfilment of the Tenant's obligations in terms of this Agreement;

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6.2. Interest will accrue on the deposit paid by the lessee from the date of the commencement of the lease at the First National Bank Call Account rate. This interest will be refunded with the deposit when the lease terminates.

6.3. The deposit shall be held against the eventuality of damages to the Unit let to the Tenant in the Village/Home by the Tenant or any sums owing by the Tenant to the Landlord in terms of this Agreement. The landlord shall, within 30 (thirty) days of the termination of this Agreement, refund to the Tenant such portion of the deposit which the Landlord has not utilised for the purposes as set out above.

7. INSURANCE

The Tenant and/or all occupiers of the Property and his/her invitees shall not do and/or permit anything to be done which may result in any insurance policy held by the Landlord in respect of the Property being rendered void or voidable.

8. SEPARATE CHARGES

Where the Unit let to the Tenant in the Village/Home has a separate electricity and/or water meter the Tenant is solely liable to pay all charges in respect of electricity and/or water consumed in respect of the said Unit.

9. CESSION AND SUB-LETTING

The tenant shall not –

9.1. cede, transfer or burden any of its rights or delegate any of its obligations under this agreement; or

9.2. sub-let or grant possession or occupation of the whole or any part of the Property to any other person, without the prior written consent of the Landlord.

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10. THE TENANT'S GENERAL OBLIGATIONS

10.1. Manner of using property

The Tenant shall ensure that occupiers of the Property and all his/her invitees shall, –

10.1.1. not permit any contravention of the conditions of title in terms of which the Property is held by the Landlord;

10.1.2. ensure that there is no commission of any nuisance of any kind on the Property;

10.1.3. ensure that all rules and regulations imposed by Law and by the Landlord are complied with by the Tenant in full.

10.2. Signs, fixtures and fittings

The Tenant shall not permit to be written, affixed or erected any signs, signboards, writing, fixtures, fittings or any other thing anywhere on the exterior or interior of the Property without the prior written consent of the Landlord.

11. MAINTENANCE BY THE TENANT

The tenant shall –

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11.1. advise the Landlord in writing within 7 (seven) days after the Commencement Date of any defects on the Property or of any items, including but not limited to keys, locks, windows, electrical installations and fittings, which are in a defective state or are missing, and in the absence of notification in writing of any defects or missing articles within the aforementioned 7 (seven) day period, the Tenant shall be deemed to have accepted that the Property is in good condition and free from any defects;

11.2. at his/her own expense keep and maintain all aspects of the interior of the Property other than the roof and structural aspects of the Property which shall include, but not be limited to, all windows both internal and external, as well as the appliances and the garden, in good order and repair, fair wear and tear excepted, and shall on termination of the agreement repair any damages caused to the Property to the satisfaction of the Landlord, including, but not limited to, damage caused by nails and picture hooks which repair shall include the repainting of walls where necessary.

12. MAINTENANCE BY THE LANDLORD

12.1. The Landlord shall be responsible for the maintenance and repair of structural aspects of the Property, the roof and the geyser, save where damage is caused by the negligence or failure by the Tenant including, but not limited to, failure to maintain and repair non-structural aspects of the Property.

12.2. The Landlord shall effect any repairs which it may be obliged to effect in terms of this agreement within a reasonable time after written notification is received from the Tenant so to do, provided that the Tenant shall not have any claim of any nature whatsoever against the Landlord or be entitled to defer payment of rent by reason of the Property being in a defective condition or falling into disrepair or any particular repairs not being effected by the Landlord in terms of this agreement.

13. ALTERATIONS

13.1. By the Tenant

13.1.1. The Tenant shall not make any alteration and/or addition to the Property without the prior written consent of the Landlord, provided that should the Landlord give such consent,

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such alteration and/or addition shall be affected at the Tenant's cost under the supervision and control of the Landlord or its nominee. Any improvements, alterations and/or additions shall become the property of the Landlord and the Landlord shall not be obliged to compensate the Tenant in respect thereof, and the Tenant shall have no claim or right of action against the Landlord for damages, loss, enrichment lien, or otherwise. It is further recorded that the Tenant hereby indemnifies the Landlord against any such claim or right of action of whatsoever value and howsoever arising.

13.1.2. Should the Landlord so require, the Tenant shall, at the termination of this agreement, restore the Property to the condition in which it was at the commencement of this agreement, fair wear and tear excepted, or should the Landlord not so require, any such alteration and/or addition shall be the Property of the Landlord who shall not be obliged to compensate the Tenant in respect thereof.

13.2. By the Landlord

The Landlord shall be entitled at all times during this agreement to effect any repairs to the Property, subject to prior reasonable notification to the Tenant, if possible.

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14. ENFORCEMENT BY LANDLORD

Should the Tenant fail to carry out any of his/her obligations under this agreement then, without prejudice to the Landlord's rights, the Landlord shall be entitled at its sole discretion to enforce or to carry out the same on behalf of the Tenant, both during and after the termination of this agreement, and to recover from the Tenant the cost and expense thereof.

15. FITNESS OF PROPERTY

The Landlord does not warrant that the Property is fit for any specific purpose other than as a residential dwelling.

16. OCCUPATION / DESTRUCTION AND/OR DAMAGE

16.1. Subject to the provision of any Law and/or requirements by the Landlord, should the Property be–

16.1.1. destroyed or damaged to such an extent as to render it substantially or wholly untenantable, then this agreement shall terminate with effect from date of such destruction or damage;

16.1.2. damaged, but nevertheless remain substantially tenantable, then the Landlord shall, be entitled, by written notice to the Tenant to either terminate this agreement or not terminate this agreement, in which event the rental payable by the Tenant in respect of the Property shall be abated pro rata, having regard to the extent to which the Tenant is able to enjoy beneficial occupation of the Property, provided that in such event the Landlord shall restore the Property with reasonable expedition.

Save as provided in 17.1 above, the Tenant shall have no other claims whatsoever against the Landlord.

16.2. The Tenant may not without the Landlord's prior written consent which shall not be unreasonably withheld –

16.2.1. permit or allow any other persons to occupy the Property or to reside therein.

17. LANDLORD'S RIGHTS TO INSPECT, VIEW AND ADVERTISE THE PROPERTY

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The Landlord shall be entitled, subject to prior notification to the Tenant –

17.1. to inspect the Property at all reasonable times;

17.2. together with prospective tenants and/or purchasers of the Property to view the interior of the Property at all reasonable times.

18. DOMICILIUM AND NOTICES

18.1. The parties choose *domicilium citandi et executandi* ("*domicilium*") for all purposes arising from or pursuant to this agreement as follows –

18.1.1. Landlord - Physical Address:

_____

_____

_____

_____

(Attention _____)

18.1.2. Tenant - Unit Number:

_____

_____

_____

_____

(Attention _____)

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18.2. Should any notice be given and any payment made by either party to the other ("the addressee") which is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* for the time being, there shall be a rebuttable presumption that such notice had been received by the addressee at the time of delivery thereof;

18.3. Notwithstanding anything to the contrary in this clause , a written notice or other communication actually received by a party shall be adequate written notice or communication to that Party, notwithstanding that the notice was not sent or delivered to the Party's chosen address.

19. BREACH

19.1. Should –

19.1.1. the rental or any other amount due in terms hereof not be paid on due date (and remain unpaid for 7 (seven) days after written notice requiring such payment has been given to the Tenant); or

19.1.2. the Tenant commit or suffer or permit a breach of any other term of this agreement and fails to remedy such breach within 7 (seven) days after written notice has been given to the Tenant requiring the Tenant to remedy such breach; or

19.1.3. the Tenant be sequestrated, whether provisional or final, as the case may be; or

19.1.4. the Tenant, in the reasonable opinion of the Landlord, conducts him/herself in a manner which affects and/or prejudices the residence of any other tenant and/or affects any employee and/or duly authorised agent of the Landlord,

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19.2. then –

19.2.1. the Landlord shall be entitled to terminate this agreement; and

19.2.2. the Tenant and/or any other person occupying the property on the Tenant's behalf, shall, subject to clause 19.3 vacate the Property, within 48 (forty-eight) hours and allow the Landlord to take occupation thereof.

19.3. Should the Tenant fail to pay the rent aforesaid, or any part thereof, or any other monies due in terms of this Agreement punctually on due date, or should the Tenant commit or permit any breach whatsoever of any of the terms and conditions of this agreement, the Landlord shall have the right (and without derogation of any other rights it may have) to:

19.3.1. Cancel this agreement; and

19.3.2. Immediately re-enter upon and take possession of the premises hereby let and to eject the Tenant or any other person or persons therefrom.

Such cancellation, re-entry or ejectment shall however in no way prejudice any claim which the Landlord may then or thereafter have against the Tenant for any rent due and/or for damages (including loss of rental) or for any breach of any of the terms and conditions hereof, and the Landlord shall in no way be liable to compensate the Tenant for any damage he/she may suffer by reason of any cancellation, re-entry or ejectment.

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19.4. The Tenant hereby accepts liability for all legal costs, including attorney and own client charges, counsel's fees and any collection charges, and other expenses of any nature whatsoever, which may be incurred by the Landlord by reason of the Tenant's breach of any term or condition of this agreement, and hereby agrees to pay such amounts to the Landlord on demand. Should such costs remain unpaid after 10 (ten) days from the date of the aforesaid demand, the Landlord shall, without detracting from any other remedies, be entitled to recover such costs from the Tenant.

19.5. Any extension of time for payment of any rental or any other indulgence that may be granted by the Landlord for the non-enforcement by the Landlord of any of its rights under this agreement or any non-insistence on its part on the Tenant performing in full his/her obligations under this agreement, shall in no way be construed as a waiver of its rights and shall in no way debar the Landlord at any time from insisting on the Tenant's strict compliance with all his/her obligations under this agreement.

19.6. Where the Tenant has any claim against the Landlord, whether arising from this Agreement or not, the Tenant shall not be entitled to raise such a claim in defence or as a counter claim to any claim instituted against him/her in terms of this Agreement. The Tenant agrees to pursue such a claim by way of separate action.

19.7. In the event of the Landlord cancelling this agreement and in the event of the Tenant disputing the right to cancel and remain in occupation of the premises, the Tenant shall, pending settlement of such dispute, either by negotiation or litigation, continue to pay an amount equivalent to the monthly rental and any other amounts due provided in this agreement, monthly in advance on or before the 7th (seventh) day of each and every month and the Landlord shall be entitled to accept and recover such payments and the acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the Landlord's claim of cancellation then in dispute. Failure to comply with this provision shall constitute a separate cause of action that will entitle the Landlord to immediately re-

Initials _____ _____

enter upon and take possession of the premises hereby let and to eject the Tenant or any other person or persons therefrom.

19.8. Should the dispute be determined in favour of the Landlord, the payments made and received shall be deemed to be amounts paid by the Tenant on account of damages suffered by the Landlord by reason of the grounds justifying the cancellation of the agreement and/or the unlawful holding over by the Tenant. Any cancellation by the Landlord shall be without prejudice to the Landlord's right to claim damages occasioned by or resulting from the Tenant's breach of the agreement.

20. INTEREST

The Tenant shall be liable for interest on all overdue amounts payable under this agreement at the prescribed rate of interest, compounded monthly reckoned from the due dates of such amounts until they are respectively paid.

This right to charge interest on overdue amounts shall not, in any way, detract from any other rights of the Landlord in terms of this agreement, subject to paragraph 19.4 hereinabove. The Tenant shall be liable for any costs of whatsoever nature incurred by the Landlord in enforcing any of its rights or the Tenant's obligations under this agreement on an attorney and client scale (which shall include collection charges), whether such costs were incurred prior to the institution of any such action or application, during the course of any such action or application, in enforcing any judgment in regard to any appeal against any judgment or otherwise.

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21. GENERAL

21.1. This document constitutes the sole record of the Agreement between the Parties as regards the subject matter hereof.

21.2. No Party shall be bound by any representation, express or implied terms, warranties, promises or the like which are not specifically recorded herein.

21.3. No addition to, variation, or agreed cancellation of this Agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of the Parties hereto.

21.4. No indulgence which any Party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.

21.5. If any provision of this agreement is unenforceable, the Landlord shall be entitled to elect, at any time that such provision be severed from the remaining provisions of the agreement, which shall not be affected and shall remain in full force and effect.

22. APPLICABLE LAWS

The Parties agree that all matters arising out of or in connection with the interpretation, implementation, termination or cancellation of this agreement shall be governed in accordance with the laws of force in the Republic of South Africa from time to time and the law of the Republic of South Africa shall be deemed for all purposes to be the proper law of this Agreement.

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23. PAYMENTS

All payments to be made by the Tenant shall be made by electronic transmission on or before the due date thereof, free of exchange and of any deduction of any nature whatsoever into the Landlord's bank account.

THUS DONE AND SIGNED BY THE PARTIES ON THE DATES SET OUT HEREUNDER:

_____	_____
For: **TENANT**	For: **LANDLORD**
Date: _____	Date: _____
Name: _____	
ID/Passport No.: _____	

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Initials _____ _____

PPRA
PROPERTY PRACTITIONERS REGULATORY AUTHORITY

FORM E1– APPLICATION FOR EXEMPTION FROM PROVISIONS OF THE PROPERTY PRACTITIONERS ACT, 2019

APPLICANT'S EMAIL ADDRESS: ceo@mha.co.za and copy compliance@mha.co.za

SECTOR IN WHICH THE APPLICANT OPERATES AS A PROPERTY PRACTITIONER (e.g., estate agent, bond originator etc.)

Retirement Industry

IF THE APPLICANT IS REGISTERED WITH THE PPRA, PPRA REFERENCE NUMBER: **N/A**

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Full names of the applicant:

If the applicant is a natural person: **N/A**

South African identity number of the applicant: **N/A**

If no South African identity number is available, then:

Passport number of the applicant: **N/A**

Country of issue of passport: **N/A**

State the place of residence of the applicant: N/A

State the principal place of business of the applicant, if applicable:

50 Garden Road, Bordeaux, Randburg, Johannesburg

State the name of the employer of the applicant, if applicable:

Methodist Homes for the Aged

If the applicant is not a natural person:

State the form of the applicant (e.g., company, close corporation, trust, association): **Company**

State the registration number of the applicant and place of registration, if applicable:

Company registration number: 1970/016748/08 (refer ANNEXURE B)

- State the place of registration of the applicant, if applicable: **50 Garden Road, Bordeaux, Randburg, Johannesburg** **Annexure A:** Full reasons for exemption from the provisions of the Property Practitioners Act, 2019.

1

State the principal place of business of the applicant, if applicable:

50 Garden Road, Bordeaux, Randburg, Johannesburg

Provide full details of the directors, members, trustees, or similar persons exercising control over the applicant (attached separately, if necessary):

List of Directors of the MHA Board:

- **Mr. Leslie Frederick Smith (Chairperson)**
- **Mrs. Pitsi Josephine Mnisi**
- **Mr. Martin Eric Hopkins**
- **Dr Homer Selepe Motuba**
- **Mr. Marc Humphries**
- **Rev. Peter Melwyn Witbooi, and**
- **Mr. Roger David Davies**

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Please also provide full details of shareholders, members, beneficiaries, or other persons who have a direct financial interest in the applicant (attached separately, if necessary): **N/A**

Briefly state the reason exemption is applied for (full reasons may be attached separately):

Refer ANNEXURE A: Full reasons exemption is applied for

If the applicant is or has at any time been the holder of a fidelity fund certificate issued by the Authority or its predecessor in title the Estate Agency Affairs Board, attach a copy of the most recent version of the fidelity fund certificate held by the applicant.

The Company was registered without members, refer attached Memorandum of Incorporation (MOI) as adopted by special resolution passed on 31 January 2013, ANNEXURE C attached hereto.

Please separately attach comprehensive reasons as to why exemption is being applied for and also provide all relevant supporting documentation. –

State the specific sections and subsections of the Property Practitioners Act, 2019 from which exemption is sought:

Methodist Homes is applying for exemption in terms of the Property Practitioners Act, 2019 and the Regulations, 2020 contained in Government Notice No 139 of 2020, promulgated under the Act from chapters 7, 8 and 9 of the Act.

2

If the applicant is not a natural person, also attach an authorising resolution by the board of directors, members or trustees or similar body exercising control of the applicant which authorises the signatory below to submit the exemption application on behalf of the applicant.

Please refer to ANNEXURE D

State the period for which exemption is sought:
From 1 of February 2022.

I understand that this application is considered on the basis that any compliance owed to the Authority remains due on the expiration of this exemption, and this is not a waiver of the amounts or conduct due to the PPRA, unless a further exemption to that effect is granted subsequently.

☑ I consent that the contents hereof may be published by the PPRA for purposes of compliance with S4(7) Act. 22/2019. (Please tick)

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Signed at **Randburg, MHA Head Office** on this **30th** day of **August 2022.**

Applicant / For and on behalf of the applicant

Full names: Carlos Alberto Dos Santos Queiros

Designation: Chief Executive Officer

PLEASE ATTACH A COPY OF THE APPLICANT'S ID DOCUMENT. **Refer to Annexure E**

IN THE CASE OF A COMPANY OR CC PLEASE ATTACH A COPY OF A BOARD / MEMBER RESOLUTION AUTHORISING THE APPLYING PARTY TO APPLY ON BEHALF OF THE COMPANY. **Refer to Annexure D**

Annexures applicable to this application for exemption:

- **Annexure A:** Full reasons for exemption from the provisions of the Property Practitioners Act, 2019
- **Annexure B:** Company registration documentation COR 39
- **Annexure C:** Memorandum of Incorporation (MOI)
- **Annexure D:** Authorising Resolution by the MHA Board of Directors, authorising the signatory below to submit the exemption application on behalf of the applicant.
- **Annexure E:** Copy of the applicant's / signatory ID document
- **Annexure F:** Exemption by the Minister of Trade and Industry from the provisions of Regulations 6 to 14 the Regulations to the Housing Development Schemes for Retired Person Act, 65 of 1988.
- **Annexure G:** Exemption from Income Tax as a Public Benefit Organisation (PBO ref. no.130000025)
- **Annexure H:** List of 15 villages currently operated by MHA

PROPERTY PRACTIONERS REGUTORY AUTHORITY
RECEPTION
RECEIVED
SIGN: DATE: 21/11/2025
RETHABILE LEBEKO

PPRA
PROPERTY PRACTITIONERS REGULATORY AUTHORITY

FORM E1– APPLICATION FOR EXEMPTION FROM PROVISIONS OF THE PROPERTY PRACTITIONERS ACT, 2019

Full names of the applicant: Methodist Homes for the Aged NPC

If the applicant is a natural person: **N/A**

South African identity number of the applicant: **N/A**

If no South African identity number is available, then: **N/A**

Passport number of the applicant: **N/A**

Country of issue of passport: **N/A**

State the place of residence of the applicant: **N/A**

.....

.....

State the principal place of business of the applicant, if applicable: **N/A**

.....

.....

State the name of the employer of the applicant, if applicable:

If the applicant is not a natural person:
State the form of the applicant (e.g. company, close corporation, trust, association): **Non-Profit Company**

State the registration number of the applicant and place of registration, if applicable:

1970/016748/08 (refer to Annexure "A")
State the place of registration of the applicant, if applicable:
50 Garden Road, Bordeaux, Randburg, Johannesburg
.....
State the principal place of business of the applicant, if applicable:

50 Garden Road, Bordeaux, Randburg, Johannesburg

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PROPERTY PRACTITIONERS REGULATORY AUTHORITY

Provide full details of the directors, members, trustees or similar persons exercising control over the applicant (attached separately, if necessary):

Mr. Roger David Davies (CHAIRPERSON),
Mr Danie Le Roux
Mrs. Pitsi Josephine Mnisi
Mr. Martin Eric Hopkins
Dr Homer Selepe Motuba
Mr. Marc Humphries
Rev. Peter Melwyn Witbooi.....
.
.....
....

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Please also provide full details of shareholders, members, beneficiaries or other persons who have a direct financial interest in the applicant (attached separately, if necessary):

N/A - Methodist Homes for the Aged NPC is a non-profit company formed without members. Refer to Annexure "B", the applicant's memorandum of incorporation.

Briefly state the reason exemption is applied for (full reasons may be attached separately):
Refer to Annexure "C" hereto, for the full reasons for the exemption application.

The Applicant is a non-profit company, which inter alia sells life rights to elderly person. To the extent that the Property Practitioners Act 2019 ("the Act") applies to the Applicant and the Applicant were required to procure fidelity fund certificates it would significantly impact the Applicant's ability to operate and result in significant costs which would impact the Applicant's ability to look after the elderly.

If the applicant is or has at any time been the holder of a fidelity fund certificate issued by the Authority or its predecessor in title the Estate Agency Affairs Board, attach a copy of the most recent version of the fidelity fund certificate held by the applicant. N/A

Please separately attach comprehensive reasons as to why exemption is being applied for and also provide all relevant supporting documentation.

State the specific sections and subsections of the Property Practitioners Act, 2019 from which exemption is sought: Refer to Annexure "C" hereto, for the full reasons for the exemption application.

The Applicant is applying for exemption in terms of the Act, 2019 and the Regulations, 2020 contained in Government Notice No 139 of 2020, promulgated under the Act from chapters 7, 8 and 9 of the Act.

✓ If the applicant is not a natural person, also attach an authorising resolution by the board of Directors. Attached as Annexure "D" is a resolution of the directors of the Applicant.

2

PPRA
PROPERTY PRACTITIONERS REGULATORY AUTHORITY

State the period for which exemption is sought: **with effect from 23 November 2025**

directors, members or trustees or similar body exercising control of the applicant which authorises the signatory below to submit the exemption application on behalf of the applicant.

Signed at Randburg on this 29th day of September 2025

at

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
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For and on behalf of the applicant

Full names: Danie le Roux

IN THE HIGH COURT OF SOUTH AFRICA

GAUTENG DIVISION, JOHANNESBURG

CASE NO. 2024-091681

In the matter between:

COHEN, GLYNNIS N.O.

(AS THE EXECUTRIX IN THE ESTATE LATE

JEAN IVY RUTH CAMPBELL)



And

THE PROPERTY PRACTITIONERS

REGULATORY AUTHORITY — ***FIRST RESPONDENT***

THE MASTER OF THE HIGH COURT

JOHANNESBURG — **SECOND RESPONDENT**

(REF NO: 024682/2019)

THE METHODIST HOMES FOR THE AGED MPC — **THIRD RESPONDENT**

NOTICE OF MOTION

REVIEW RULE 53

BE PLEASED TO TAKE NOTICE that Glynnis Cohen **N.O.** ("the applicant") intends to make application to the above Honourable Court in terms of Rule 53 of the Uniform Rules, on a date to be determined by the Registrar, for an order in the following terms:

18/11/2025-3:15:11 PM

1. Reviewing and setting aside the failure by the first respondent:

   1.1. To make an administrative decision in terms of the Promotion of Administrative Justice Act 3 of 2000 ("PAJA") and the Property Practitioners Act 22 of 2019 and/or the repealed Estate Agency Affairs Act 112 of 1976 in respect of the first respondent's claim against the first respondent for it to pay the amount over to the first respondent the sum of R250,500.00 which the third respondent received as a remuneration from the sale of the deceased's Housing Interest in terms of The Housing Development Schemes For Retired Persons Act 65 of 1998 ("The Housing Act"); and

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   1.2. To make a decision whether the Property Practitioners Fidelity Funds contemplated in section 34 of the Property Practitioners Act may pay the sum of R250,500.00 or a portion thereof to the applicant which is equitable in the circumstances upon the first respondent deciding to claim and receive such monies from the third respondent.

   1.3. Alternatively in the event of the Estate Agency Affairs Act 112 of 1976 having application in respect of the third respondent acting as an Estate Agent by receiving remuneration in the sum of R250,500.00 from the sale of the deceased's Housing Interest in the third respondent to make a decision to impose a fine on the third respondent and to make a decision whether a portion of the fine, but not exceeding 80% of such fine, be applied towards the payment of compensation to the applicant who suffered pecuniary loss as a result of the conduct of the third respondent.

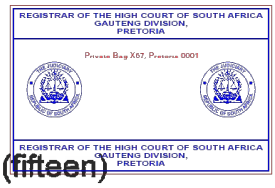
2. Ordering the first respondent to make a decision within thirty (30) days from the grant of this order on the matters referred to in paragraphs 1.1, 1.2 and/or 1.3

above.

3. Ordering the first respondent and any other respondent opposes the relief sought to pay the costs of this application jointly and severally, the one paying the other to absolved the scale as between attorney and client.

4. Directing the grant of other and alternative relief.

TAKE NOTICE THAT the first respondent is called upon to show cause why its failure to make a decision should not be reviewed.



TAKE NOTICE THAT the first respondent is called upon to despatch within 15 (fifteen) days after receipt of the notice of motion, to the Registrar of the above Honourable Court the record of such proceedings sought to be reviewed together with such reasons as the case may be is by law required or desired to give or make in respect of its failure to make a decision and to notify the applicant that it has done so.

TAKE NOTICE FURTHER THAT the grounds and the facts and circumstances upon which the Applicant relies to have the decision of the first respondent set aside and reviewed is attached hereto marked "A" being the applicant's founding affidavit.

BE PLEASED TO TAKE NOTICE that the affidavit of Glynnis Charl Cohen and the annexures attached thereto, will be used in support hereof.

TAKE NOTICE FURTHER THAT the Applicant may, within ten (10) days after the Registrar of the above Honourable Court has made the record available to her as envisaged by rule 53(3) by delivery of a notice and accompanying affidavit, amend, add to or vary the terms of his notice of motion and supplement the supporting affidavit.

TAKE NOTICE FURTHER THAT in terms of rule 53(3) should the First and/or the Second Respondent or any other party effected by the relief sought in this notice of motion desire to oppose the granting of the order prayed in the notice of motion above, they shall:

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1. Within fifteen (15) days after receipt by them of the notice of motion or any amendment thereof, deliver notice to the Applicant that they intends so to oppose and shall in such notice appoint an address within eighty (80) kilometres of the office of the Registrar at which he will accept notice and service of all process in such proceedings; and

2. Within thirty (30) days after the expiry of the time referred to in rule 53(4) deliver any affidavits they may desire in answer to the allegations made by the Applicant.

TAKE NOTICE FURTHER THAT the Applicant has appointed Glynnis Cohen Attorney at which address she will accept notice and service of all process in these proceedings.

5

If no such notice be given, the application will be made on a date to be allocated by the Second Respondent and such application will then be enrolled for hearing accordingly.

DATED AT JOHANNESBURG ON THIS THE 12 DAY OF AUGUST 2024

GLYNNIS COHEN ATTORNEY APPLICANT'S ATTORNEY
53 KOMATIE ROAD EMMARENTIA JOHANNESBURG 2195
REF: MRS G COHEN
REF: 0834415440
gcohenattorney@gmail.com

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PRETORIA

AND TO:

METHODIST HOMES ROSE VILLAGE
REGISTERED ADDRESS

50 GARDEN
ROAD
BORDEAUX
RANDBURG

AND TO:

22 REUNERT ROAD ROOSEVELT PARK JOHANNESBURG

UNREVISED HANSARD

NATIONAL ASSEMBLY

TUESDAY, 4 DECEMBER 2018

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TUESDAY, 4 DECEMBER 2018

PROCEEDINGS OF THE NATIONAL AASEMBLY

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
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The House met at 14:02

The House Chairperson, Ms M G Boroto, took the Chair and requested members to observe a moment of silence for prayers or meditation.

The HOUSE CHAIRPERSON (Ms M G Boroto): Let me first welcome our guests in the gallery, more especially the international anti-apartheid activists from Belgium, who took part in the arms struggle. Amongst them is Helene Passtoors, who spent several years in prison. You can stand, ma'am! [Applause.] Thank you. Also, amongst them is, Guido Van Hecken and Nora Bogart [Applause.] Thank you very much. You are welcome in Parliament

UNREVISED HANSARD

UNREVISED HANSARD

NATIONAL COUNCIL OF PROVINCES

WEDNESDAY, 28 AUGUST 2019

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WEDNESDAY, 28 AUGUST 2019

PROCEEDINGS OF THE NATIONAL COUNCIL OF PROVINCES

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
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REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION,
PRETORIA

The Council met at 14:10.

The Chairperson took the Chair and requested members to observe a moment of silence for prayers or meditation.

The CHAIRPERSON OF THE NCOP: In accordance with Rule 247(1), there will be no notices of motion or motions without notice. Before we proceed with questions, I would like to take this opportunity to welcome Ministers from Peace and Security Cluster. Furthermore, I would like to make the following remarks: the time for the reply by the Minister to a question is five minutes; only four supplementary questions are allowed per question; a member who asked the initial question will be the first one to be afforded an opportunity to ask a supplementary question; the time for asking a supplementary question is two minutes; the time for the reply to a supplementary question is four minutes; and the supplementary question must emanate and relate to the initial question. The first question is

UNREVISED HANSARD