



Offer to Purchase

From:

SELLER/S	Name & Surname of Seller/s: _____ Identity / Registration Number / date of Birth: _____ If signing in representative capacity indicate: Director ☐ Member ☐ Trustee ☐ Other: _____ Full Name and Identity of Representative: _____ Physical Address: _____ _____
-----------------	--

To:

PURCHASER/S	Name & Surname of Purchaser/s: _____ Identity / Registration Number / Date of Birth: _____ If signing in representative capacity indicate: Director ☐ Member ☐ Trustee ☐ Other: _____ Full Name and Identity of Representative: _____ Physical Address: _____ _____
--------------------	---

Delete if not applicable:

CONVENTIONAL	Portion of Erf in the Township of _____ Suburb _____ in the City of CAPE TOWN Situated at: _____ _____
---------------------	--

SECTIONAL TITLE	Sectional title Unit Number: _____ with Door Number: _____ in the _____ Scheme _____ SS No _____ in the Township of _____ _____ together with an undivided share in the common property in the scheme and the exclusive use and enjoyment of the following areas of the common property _____ which rights are registered as such, alternatively, allocated by the Body Corporate Rules. _____ Situated at: _____ _____
------------------------	--

Head Office Unit 201 & 202 Pinehurst Somerset Links De Beers Ave, Somerset West (021) 302 1620 Western Cape, South Africa	Delft Branch Shop V2 Delft Mall Cnr. Hindle Rd & Delft Main Rd R102 Delft (021) 956 1002 Western Cape, South Africa	Eersteriver Branch Super Spar Center Cnr. Van Riebeeck & Forest Dr Eersteriver (021) 903 1532 Western Cape, South Africa	Mitchells Plain Branch Block E Shop No 103 Watergate Mall Watergate Boulevard (021) 203 1606 Western Cape, South Africa	Kuilsriver Branch 64 Kerk Street Kuilsriver (021) 203 1620 Western Cape, South Africa	Belhar Branch Shop No 7, 2 Baberta Link Belhar (021) 903 1532 Western Cape, South Africa	Century City Branch The Colosseum, Cnr od Century and Ratanga Rd (021) 203 1620 Western Cape, South Africa
---	---	--	---	--	---	---

CEO - M. Phelps | DIRECTOR OF SALES - G. Phelps | PARTNER - O. Diedericks | PARTNER - G. Gallie | PARTNER - L. Britz (Free State)

Icon Property Group (Pty) Ltd | Reg no. 2008/010723/07 | Vat No. 4490252477

1. PURCHASE PRICE: The Purchase price shall be the sum of R

Amount in Words:

2. PAYMENT OF PURCHASE PRICE:

The Purchase price shall be payable by the Purchaser as follows:

2.1 DEPOSIT: A deposit of R

(Amount in Words:

.....)

Date by which deposit must be paid:

in cash, immediately on the acceptance hereof, to **TRANSFERRING ATTORNEY (REFER TO PAGE 14 OF THIS AGREEMENT)** (hereinafter referred to as the CONVEYANCER) to be held in an interest-bearing trust account (invested at the best interest rate available at the bank, where the CONVEYANCER keeps its Trust Account), pending the fulfillment of any suspensive conditions, following which ICON PROPERTY GROUP shall deduct its commission as a first charge (draw), in terms of clause 13/Commission Payment Instruction of this agreement, and forward the balance to the Seller's conveyancers ("the conveyancers"), pending registration of transfer. Any interest earned thereon shall accrue for the benefit of the Purchaser.

2.2 BALANCE:

The balance, in cash, of the purchase price (plus the Commission thereon if paid by the Purchaser), shall be paid to the Conveyancers, against registration of transfer. If requested by the Conveyancers, the Purchaser undertakes to furnish a Banker's, Building Society, or other Financial Institution's guarantee, acceptable to the Seller, covering payment of such balance, within 7 (seven) days of being called upon to do so by them.

2.3 All payments shall be made in South Africa, free of exchange and bank charges/deposit fees.

3. VALUE-ADDED TAX

Value Added Tax Section 11(1)(e) of the Value Added Tax Act No 89 of 1991 ("the VAT Act") requirements for zero-rating to apply.

- 3.1 The seller is and will be a registered vendor or be obliged in terms of the VAT Act to register as a vendor at the date of conclusion of the sale.
- 3.2 The Purchaser is and will be a registered vendor at the date of the conclusion of the agreement of sale.
- 3.3 The supply consists of a Commercial Building that is rented and used for business purposes, which is an enterprise or part of an enterprise that is capable of being operated separately.
- 3.4 The parties, therefore, agree that the supply is a going concern as:
 - 3.4.1 The enterprise must be an income-earning activity on the date of transfer.
 - 3.4.2 The assets necessary for carrying on the enterprise must be handed over to the Purchaser.
 - 3.4.3 The consideration, therefore, excludes VAT at the rate of zero percent.
 - 3.4.4 If, however, it is clear from the SARS requirements that 0% (zero-rated) will not apply to this sale between the parties, then and in such an event the Conveyancer will inform the Purchaser that VAT at the rate of 15% must be charged.
 - 3.4.5 The Purchaser will, henceforth, on written request by the Conveyancer pay the VAT at 15% of the Purchase Price in addition to the Purchase price and costs to the Conveyancer.

4. TRANSFER:

The transfer of the property shall be affected once the home loan has been approved in terms of Clause 14; **Purchase subject to bond/cash purchase** / as close to the date of possession as possible (Delete whichever is not applicable) thereafter by the Conveyancers.

4.1 TRANSFER AND BOND REGISTRATION COSTS (Delete whichever is not applicable)

All transfer/bond and survey costs, transfer duty, stamps, conveyancing, diagrams, incidental, bond costs and valuation fee, and bond registration fees (attorney's fees to register the bond in favor of the financial institution) shall be payable by the Purchaser to the Conveyancers upon request.

Head Office Unit 201 & 202 Pinehurst Somerset Links De Beers Ave, Somerset West (021) 302 1620 Western Cape, South Africa	Delft Branch Shop V2 Delft Mall Cnr. Hindle Rd & Delft Main Rd R102 Delft (021) 956 1002 Western Cape, South Africa	Eersteriver Branch Super Spar Center Cnr. Van Riebeeck & Forest Dr Eersteriver (021) 903 1532 Western Cape, South Africa	Mitchells Plain Branch Block E Shop No 103 Watergate Mall Watergate Boulevard (021) 203 1606 Western Cape, South Africa	Kuilsriver Branch 64 Kerk Street Kuilsriver (021) 203 1620 Western Cape, South Africa	Belhar Branch Shop No 7, 2 Baberta Link Belhar (021) 903 1532 Western Cape, South Africa	Century City Branch The Colosseum, Cnr od Century and Ratanga Rd (021) 203 1620 Western Cape, South Africa
--	--	---	--	---	--	--

CEO - M. Phelps | DIRECTOR OF SALES - G. Phelps | PARTNER - O. Diedericks | PARTNER - G. Gallie | PARTNER - L. Britz (Free State)

Icon Property Group (Pty) Ltd | Reg no. 2008/010723/07 | Vat No. 4490252477

5. POSSESSION:

- 5.1 Possession of the property shall be given on the date of registration (subject to clause 9) together with vacant occupation/occupation subject to existing tenancies. (See clause 7)
- 5.2 Should the date of possession precede the date of transfer; the Seller's Conveyancers shall be entitled to request from the Purchaser written evidence of adequate insurance of the property from the said date.

6. RISK:

On possession, the sole risk, loss, profit, expense, and benefit of ownership shall pass to the Purchaser, from which date the Purchaser shall be responsible for all *pro-rata* shares of rates, taxes and imports levied on the property. The Purchaser shall refund to the Seller a proportionate share of all and any expenses, as indicated above, paid, and advanced upon the property beyond the date of possession.

7. OCCUPATION:

The Purchaser shall be given the occupation of the property on the date of possession, subject to the rights of the existing tenant/s whose monthly rental is R _____ (_____) and whose lease expires on _____.

- 7.1 Vacant occupation shall be given to and taken by the Purchaser at noon on _____.
- 7.2 The party entitled to occupation whilst the Property is registered in the name of the other party shall pay monthly in advance to the other party a rental of R _____ (_____), excluding water and electricity consumed and including rates and homeowners association/body corporate levies (where applicable), subject to pro rata refunds of adjustments against transfer during the month.
- 7.3 The party in occupation will be liable for water and electricity consumed on the Property.
- 7.4 In the event of under/overpayments of occupational rent, the parties irrevocably instruct the Conveyancers on registration to attend to pro-rata adjustments and payment on behalf of the parties.
- 7.5 The Seller may withhold occupation from the Purchaser if any suspensive conditions are not fulfilled, alternatively if the Purchaser is in breach of any provisions of this Agreement.
- 7.6 Neither party shall make any alterations or additions to the property before registration of transfer without the written consent of the other party.
- 7.7 If this Agreement is canceled or lapses for any reason, the Purchaser shall vacate the Property immediately, the Property to be in the same condition as when the Purchaser took occupation. The Purchaser will have no claims against the Seller arising out of any alteration or additions made to the Property by the Purchaser.
- 7.8 The Seller records that the Property is let to tenants / is not let to tenants. (Complete addendum if applicable).

8. OCCUPATIONAL CONSIDERATION:

In the event that the date of possession precedes the date of payment (registration of transfer, the Purchaser shall pay to the Conveyancers, for disposal to the Seller, a *pro-rata* consideration monthly in advance, of R _____ (_____) per month, calculated from the date of possession to the date of payment. Should the Seller remain in occupation of the property after the date of possession, the Seller shall pay the Purchaser in like manner, *mutatis mutandis*.

9. OCCUPATION AFTER REGISTRATION:

The Purchaser hereby gives the Sellers 7(seven) days free of charge after registration to vacate the property. An amount of R 50 000 (FIFTY THOUSAND RAND) of the seller's net proceeds shall be automatically held back by the transfer conveyancing attorney at such time as the seller has vacated the property. If the seller does not vacate the premises within 7 days, a monthly rental amount of 1.5% (ONE POINT FIVE PERCENT) calculated according to the purchase price shall be applicable, and the seller hereby irrevocably instructs the conveyancer to deduct and pay the pro-rata share of the rent from the R 50 000 (FIFTY THOUSAND RAND), charged daily as from the 8th day, and payable directly to the purchaser.

10. SECTIONAL TITLE PROVISIONS (Delete if not applicable)

- 10.1 If a Real Right to extend the sectional scheme relating to this Property is registered in terms of Section 25 of the sectional Title Act 95 of 1986, the Purchaser waives his right to annul this Agreement because of the registration of such Real Right to extend.
- 10.2 The Seller shall be liable for levies and other costs due to the Body Corporate until the registration date of transfer. The Purchaser shall be liable for these levies and costs from the date of registration.

10.3 Notwithstanding anything to the contrary, any special levy declared prior to the date of sale, but payable after registration of transfer, shall be paid by the Seller before registration of transfer.

10.4 The Seller warrants that he is not aware of any special levy being proposed by the Body Corporate other than _____.

10.5 Notwithstanding anything to the contrary in this Agreement:

- 10.5.1 The Seller will be liable for any special levies imposed by the Body Corporate after the date of sale and before registration where these are for any expenses incurred/underestimated before the date of sale.

Head Office Unit 201 & 202 Pinehurst Somerset Links De Beers Ave, Somerset West (021) 302 1620 Western Cape, South Africa	Delft Branch Shop V2 Delft Mall Cnr. Hindle Rd & Delft Main Rd R102 Delft (021) 956 1002 Western Cape, South Africa	Eersteriver Branch Super Spar Center Cnr. Van Riebeeck & Forest Dr Eersteriver (021) 903 1532 Western Cape, South Africa	Mitchells Plain Branch Block E Shop No 103 Watergate Mall Watergate Boulevard (021) 203 1606 Western Cape, South Africa	Kuilsriver Branch 64 Kerk Street Kuilsriver (021) 203 1620 Western Cape, South Africa	Belhar Branch Shop No 7, 2 Baberta Link Belhar (021) 903 1532 Western Cape, South Africa	Century City Branch The Colosseum, Cnr od Century and Ratanga Rd (021) 203 1620 Western Cape, South Africa
--	--	---	--	---	--	--

CEO – M. Phelps | DIRECTOR OF SALES – G. Phelps | PARTNER – O. Diedericks | PARTNER – G. Gallie | PARTNER – L. Britz (Free State)

are for any expenses incurred/underestimated before the date of sale.

10.5.2 The Purchaser will be liable for any special levies imposed by the Body Corporate after the date of sale for any expenses incurred for the improvement/ maintenance of the Scheme after the date of sale.

11. HOMEOWNERS ASSOCIATION (Delete if not applicable)

- 11.1 A Homeowners Association has been established and simultaneously upon transfer of the Property to the Purchaser, the Purchaser shall automatically become a member of the Homeowners Association and shall comply with its Memorandum and Articles of Association/Constitution and rules.
- 11.2 The Purchaser shall be liable for the payment of levies of the Association from the date of registration of transfer. The provisions of 7.2 to 7.5 shall apply to the Homeowners Association's levies.

12. FIXTURES & FITTINGS:

The property is sold with all fixtures and fittings of a permanent nature, with specific inclusion of the following fill-in fill in and model needed and): blank spaces are for anything extra that is not on the list):

Description	Make and Model	YES	NO
All fitted carpets			
Lights and light fittings			
Curtains rails, rings, and blinds			
All fitted cupboards, shelves, and mirrors			
Full alarm system installation			
Radio Aerial and TV antenna			
DSTV dish with the connection wiring			
Swimming pool with all equipment including pump			
Wellpoint pump			
Keys, locks			
Security Gates			
Motorized Unit at Main Entrance Gate			
Burglar Bars			
Jet master and built-in Jet master Braai			
Stove			
Oven			
Oven Hub			
Extractor Fans			
Aircons			

Head Office Unit 201 & 202 Pinehurst Somerset Links De Beers Ave, Somerset West (021) 302 1620 Western Cape, South Africa	Delft Branch Shop V2 Delft Mall Cnr. Hindle Rd & Delft Main Rd R102 Delft (021) 956 1002 Western Cape, South Africa	Eersteriver Branch Super Spar Center Cnr. Van Riebeeck & Forest Dr Eersteriver (021) 903 1532 Western Cape, South Africa	Mitchells Plain Branch Block E Shop No 103 Watergate Mall Watergate Boulevard (021) 203 1606 Western Cape, South Africa	Kuilsriver Branch 64 Kerk Street Kuilsriver (021) 203 1620 Western Cape, South Africa	Belhar Branch Shop No 7, 2 Baberta Link Belhar (021) 903 1532 Western Cape, South Africa	Century City Branch The Colosseum, Cnr od Century and Ratanga Rd (021) 203 1620 Western Cape, South Africa
--	--	---	--	---	--	--

CEO – M. Phelps | DIRECTOR OF SALES – G. Phelps | PARTNER – O. Diedericks | PARTNER – G. Gallie | PARTNER – L. Britz (Free State)

13. COMMISSION:

- 13.1 Commission calculated at _____% of the purchase price, plus VAT is payable by the Seller to the Property Practitioner (through the conveyancer), Icon Property Group on date of registration and the conveyancer is herewith irrevocably authorized to pay the aforesaid amount directly to the Property Practitioner. subject to all the suspensive conditions having been fulfilled and deducted as a first draw from the initial deposit referred to in clause 2.1, the full purchase price, upon registration of transfer. If no such deposit is made, the Seller hereby irrevocably instructs the Conveyancers to pay the Commission thereon to the Icon Properties, as a first draw on the proceeds on the Sale (from the full Purchase Price), upon registration of transfer (**REFER TO THE COMMISSION PAYMENT INSTRUCTION**)
- 13.2 The parties agree that the Agent is the effective cause of this sale, and that the Agent shall be permitted to display a "sold" sign at the property for a minimum of 6 (six) weeks from the date that this agreement becomes unconditional.
- 13.2.1 If the Purchaser and the seller agree to cancel the sale for whatever reason by mutual consent, the Property Practitioner will immediately be entitled to claim payment of the commission from the seller.
- 13.2.2 If the agreement is canceled by the breach of either party, the estate agent will immediately be entitled to claim payment of the commission from the party at fault. If the purchaser is the defaulting party, the commission will be deducted from the deposit paid.
- 13.3 It is hereby confirmed that the Property Practitioner and the candidate agent responsible for completing this sale agreement is registered with the PPRA both hold an FFC under the name _____ for the financial year _____.

14. MORTGAGE LOAN:

- 14.1 The Offer is subject to a financial institution, registered as a credit provider in terms of the National Credit Act 34 of 2005, issuing a quotation on its/their usual terms and conditions and whether a surety is required to be signed, for a mortgage loan/loan Totalling R _____ (_____) on the security of the within mentioned property, upon application being made therefor by the Purchaser. Upon fulfillment hereof, this suspensive condition is deemed to have been met. Such quotation shall be applied for immediately on acceptance of this offer and, in the event of the Purchaser applying for more than one quotation emanating from different financial institutions, duly registered as credit providers as aforementioned, then a quotation conforming to this condition shall be accepted by the Purchaser within 5 days of the first quotation being communicated to the Purchaser as contemplated in the National Credit Act 34 of 2005. Failure to apply for and obtain the quotation as mentioned and/or failing to accept one of the quotes as outlined above will place the Purchaser in breach of this contract. The Purchaser undertakes to pursue all reasonable sources of mortgage finance and to do all things necessary to procure the granting of the loan (including but not limited to the signing of documents and the furnishing of relevant information).
- 14.2 Confirmation of such quotation in writing is to be given by no later than ____/____/____ whereupon this suspensive condition shall be deemed to have been fulfilled. Icon Property Group is hereby authorized to apply for the mortgage loan/s on the Purchaser's behalf.
- 14.3 To facilitate the application by the Purchaser for the mortgage finance, the part consent to the disclosure by Icon Properties (or its nominee) of the information contained in the deed of sale for the Purchaser's application for mortgage finance.
- 14.4 The Purchaser hereby consents to any financial institution to which the mortgage finance application is made (or their nominee) assessing the Purchaser's creditworthiness including by way of obtaining credit-related information in any form and from any source. The Purchaser further acknowledges that the financial institution/s (and/or its nominees) will be entitled to verify any information contained in this Deed of Sale and/or submitted by the Purchaser to the financial institution/s for the application for the mortgage bond.
- 14.5 The provisions of this clause are for the benefit of the Purchaser, who may unilaterally waive the use of the mortgage loan finance. Such waiver must be communicated to the Seller in writing before the expiry of the period for loan approval set out in 14.1 above.

15. INSPECTIONS: The seller/s undertakes, at his own expense, to arrange before registration of transfer for:**15.1 BEETLE**

The possible timber and woodwork portions on the buildings of the property to be inspected by a government-approved Entomologist for infestation by *Hylotrupes Bajulus* and *Oxypleurus Nodieri* beetle. The replacement of any infested timbers and woodwork with pre-treated timbers. The Seller/s hereby instructs the Agent to arrange this inspection on his behalf and agrees to allow reasonable access to enable the relevant inspection and/or work to be carried out and agrees that a notice period not exceeding 48 hours shall be deemed to be acceptable.

15.2 PLUMBING:

In terms of the City of Cape Town By-Law 2010, the Seller agrees at his cost to provide the Conveyancing Attorneys before the lodgment of transfer in the Deeds Office with a Certificate in terms of Section 14(1) of such By-Law in the format set out in Schedule 4 to such By-Law.

- 15.2.1 Do you have a borehole/well/wellpoint?
- 15.2.2 If YES, is it registered with Council?
- 15.2.3 If YES to main question 15.2.1. above, do you use it for DOMESTIC PURPOSES (i.e., to drink; cook or for ablution –i.e., Bathing; showering; washing, and toilet)?

Head Office Unit 201 & 202 Pinehurst Somerset Links De Beers Ave, Somerset West (021) 302 1620 Western Cape, South Africa	Delft Branch Shop V2 Delft Mall Cnr. Hindle Rd & Delft Main Rd R102 Delft (021) 956 1002 Western Cape, South Africa	Eersteriver Branch Super Spar Center Cnr. Van Riebeeck & Forest Dr Eersteriver (021) 903 1532 Western Cape, South Africa	Mitchells Plain Branch Block E Shop No 103 Watergate Mall Watergate Boulevard (021) 203 1606 Western Cape, South Africa	Kuilsriver Branch 64 Kerk Street Kuilsriver (021) 203 1620 Western Cape, South Africa	Belhar Branch Shop No 7, 2 Baberta Link Belhar (021) 903 1532 Western Cape, South Africa	Century City Branch The Colosseum, Cnr od Century and Ratanga Rd (021) 203 1620 Western Cape, South Africa
--	--	---	--	---	--	--

CEO - M. Phelps | DIRECTOR OF SALES - G. Phelps | PARTNER - O. Diedericks | PARTNER - G. Gallie | PARTNER - L. Britz (Free State)

Icon Property Group (Pty) Ltd | Reg no. 2008/010723/07 | Vat No. 4490252477

- 15.2.4. If YES to 15.2.2 above; Does any of it run off into the City's sewerage system?
- 15.2.5. If YES to 15.2.4, do you have a meter installed to the City's specifications to measure the amount of water thus used?
- 15.2.6. If YES to 15.2.3 above, have you obtained consent from the City of Cape Town to use it for this purpose?.....
- 15.2.7. If you have a pool do you have a pool cover?

15.3 ELECTRICAL

- 15.3.1 The Seller/s shall, before registration of transfer, arrange to have the whole of the electrical installation of the property examined by an accredited person who is registered as such with the Electrical Contracting Board of South Africa.
- 15.3.2 In the event of any defect or fault being detected after an examination by the said accredited person, the Seller/s undertakes to have those defective parts of the electrical installation replaced at his own expense.
- 15.3.3 Upon the Seller/s furnishing the Purchaser/s with a Certificate of Compliance from the said Accredited person that the whole electrical installation complies with the provisions of Regulation 4 (1) of the Electrical Installation Regulations and that the installation is reasonably safe, the Purchaser/s shall have no claim whatsoever against the Seller and no further liability in this regard shall rest upon the Seller/s and thereafter the Seller/s furthermore warrants to the Purchase/Purchasers that there have been neither additions nor alterations to the electrical installations on the property since the issue of such a certificate. The Seller/s hereby instructs the Agent to arrange this inspection on his behalf and agrees to allow reasonable access to enable the relevant inspection and/or work to be carried out and agrees that a notice period not exceeding 48 hours shall be deemed to be acceptable.

15.4 GAS

(Only if applicable in the event of a gas installation – delete if not applicable) In the event of the property including any article or substance which is regulated in terms of the Occupational Health and Safety Act No. 85 of 1993 (the Act) and in the event of there being any duty on the Seller to ensure that the article or substance complies with any aspect of the Act, it is hereby in terms of Section 19(4) of the Act, agreed that with the effect from the date of transfer of the property, the purchaser(s) undertake to take all steps as are required to ensure the item (s) and/or substance (s) will comply with all prescribed requirements and will be safe and without risks to health when properly used.

16. Cleaning of property and yard:

The seller shall, at their own expense, before the vacant occupation, have the entire property cleaned, inside and outside, which includes the yard, pool, and any outside dwellings, and have A land I rubble, and garbage removed from the site.

Should the seller require these services to be done on their behalf, their Icon Property Group Agent shall arrange for quotes from the appropriate service providers for their seller's approval.

The process for the quote from a service provider follows as follows:

- The appropriate service provider/s shall be given access to the property as part of their inspection
- A written quote shall be handed to the seller for their consideration and approval
- A date and time will be agreed upon for the work to be completed, and such work can only be done if the property is completely vacant (8 am-3 pm)

An amount of R10000 (ten thousand rands) shall be held back by the transfer attorneys until they have received written confirmation from the office of Icon Property Group that the property has been cleaned.

If upon the date of occupancy, the property has not been cleaned as stated above, then the seller hereby gives consent to Icon Property Group to arrange for the property to be cleaned and authorizes Icon Property Group to make full use of the R10000 (ten thousand rands) to cover all necessary expenses. All invoices shall be presented to this seller upon all work being completed, and if any monies are not spent, such funds shall be refunded to the seller.

17. BREACH:

The Purchaser/s undertakes to do all things necessary to fulfil the provisions of this agreement promptly. In the event of the Purchaser/s failing to fulfill on the due date any of the terms and conditions of this Agreement of Sale, the Seller/s or his Agent shall, after having given the Purchaser/s seven (7) days written notice to remedy such default, reserve the right to either:

- 17.1.1 Cancel the sale by registered letter addressed to the Purchaser/s, in which event the Purchaser/s shall forfeit to the Seller, after payment of the Agent's Commission, all monies paid to the Seller/s or his Agent in terms herein, including the deposit mentioned in clause 2.1 herein, without prejudice to the Seller's other legal rights and remedies and the rights to claim damage.
- 17.1.2 Claim immediate payment of the whole purchase price and the fulfilment of all the terms and conditions herein.
- 17.2 In the event of a breach of this Agreement, the aggrieved party may give the defaulting party 10' days' written notice to remedy the default, failing which the parties will have the right, without prejudice to his rights in law, to act as set out below.
- 17.3 If the aggrieved party is the Seller, the Seller may after the Purchaser fails to remedy the default after receipt of the notice, at his option without prejudice to his rights in law:

Head Office Unit 201 & 202 Pinehurst Somerset Links De Beers Ave, Somerset West (021) 302 1620 Western Cape, South Africa	Delft Branch Shop V2 Delft Mall Cnr. Hindle Rd & Delft Main Rd R102 Delft (021) 956 1002 Western Cape, South Africa	Eersteriver Branch Super Spar Center Cnr. Van Riebeeck & Forest Dr Eersteriver (021) 903 1532 Western Cape, South Africa	Mitchells Plain Branch Block E Shop No 103 Watergate Mall Watergate Boulevard (021) 203 1606 Western Cape, South Africa	Kuilsriver Branch 64 Kerk Street Kuilsriver (021) 203 1620 Western Cape, South Africa	Belhar Branch Shop No 7, 2 Baberba Link Belhar (021) 903 1532 Western Cape, South Africa	Century City Branch The Colosseum, Cnr od Century and Ratanga Rd (021) 203 1620 Western Cape, South Africa
--	--	---	--	---	--	--

CEO – M. Phelps | DIRECTOR OF SALES – G. Phelps | PARTNER – O. Diedericks | PARTNER – G. Gallie | PARTNER – L. Britz (Free State)

- 17.3.1 cancel this Agreement and, retain the Deposit (less the Agent's commission plus VAT which the parties irrevocably instruct the Conveyancer to pay the Agent forthwith) in the Conveyancer's trust account and set it off against any damages proved by the Seller to have been suffered or
- 17.3.2 Enforce the terms hereof including payment of the full balance of the Purchase Price owing at the date of the Purchaser's breach.
- 17.4 If the aggrieved party is the Purchaser, the Purchaser may after the Seller fails to remedy the default after receipt of the notice, at his option without prejudice to his rights in law:
- 17.4.1 Cancel this Agreement claim damages proved by the Purchaser to have been suffered or
- 17.4.2 enforce the terms of this Agreement.
- 17.5 If this Agreement is terminated for any reason, such termination will not release a Party from any liability which at the time of termination has already accrued to another Party or which thereafter may accrue in respect of any act or omission before such termination.

18. WAIVER:

In the event of any suspensive conditions contained herein not being fulfilled on the due date, the Party for whose benefit it was inserted shall be entitled to waive it. Notice of such waiver is to be given in writing to the other Party within seven (7) days after the such due date, failing which this agreement will lapse and become null and void.

19. INTRODUCTION: (Delete whichever is not applicable)

- 19.1 I warrant that I have not seen the property through any other Estate Agent, and I hereby indemnify the Seller against any claim for Commission that any other Estate Agent may make on the Seller.
- 19.2 I confirm that I have been introduced to the property by ICON PROPERTY GROUP and that a likelihood of a double Commission claim may arise, but that the Seller, by his/her signature hereto, has given his/ her written consent to the introduction.

20. DISPUTE:

The Parties agree that any legal proceedings arising from or in connection with this agreement shall be heard in the Magistrate's Court having jurisdiction over the area in which the property is situated, even though the amount of matter in dispute may exceed or fall outside the jurisdiction of such Magistrate's Court and without prejudice to the Parties' rights to proceed thereafter in the High Court having such like jurisdiction.

21. WARRANTIES:

It is recorded hereby that this agreement constitutes the entire contract between the Parties. No warranties, representations, or other conditions other than that contained herein, have been made by any Party and/or their Agent or Agents or representatives. Any amendments to this agreement shall be of no force or effect unless reduced to writing and duly signed by both Parties.

- 21.1 The Property is sold *voetstoots* (as it stands) in the condition in which it stands, and the Seller gives no warranty with regard thereto, whether express or implied.
- 21.2 The Purchaser warrants that he/she has fully acquainted himself with and accepts the nature and extent of all fauna and flora, including any alien or invasive species situated on the property, and understands the legal implications thereof.
- 21.3 The Seller shall not be responsible to point out any survey beacons or boundaries of the Property to the Purchaser and shall not be responsible to the Purchaser for any deficiency in the extent of the Property that may be found upon the measurement and likewise, the Purchaser shall be entitled to the benefit of any excess.
- 21.4 The parties warrant that all consents required by the Matrimonial Property Act No. 88 of 1984 have been furnished. If there is more than one Purchaser their liability shall be joint and several.
- 20.5 The parties warrant that their Tax affairs with SARS are up to date to enable the issue of a transfer duty receipt.

22. SUSPENSIVE CONDITIONS

- 22.1. If any suspensive condition in this Agreement is not fulfilled within the time given for fulfillment, the parties agree to an automatic extension of 7 days (irrespective of whether such extension is communicated to either party) unless the Agent, at the Agent's sole option, advises the Purchaser in writing before the expiry of the initial period, that the initial period is not extended.
- 22.2. Failure by the Purchaser to take all reasonable steps to fulfill any suspensive condition in this Agreement shall constitute a material breach of this Agreement, entitling the Seller and/or Agent at their option to regard the suspensive condition as having been fulfilled in terms of the doctrine of fictional fulfillment.
- 22.3. If the suspensive conditions relating to loan finance are not fulfilled through no fault of the Purchaser, the sale shall lapse and be of no force and effect and the deposit paid by the Purchaser shall be refunded with any interest accrued thereon.
- 22.4. If any suspensive/s condition is not fulfilled as provided for in this Agreement, this Agreement shall, subject to the terms hereof, be of no further force or effect, except that the parties will retain any rights as they may have accrued before the termination.
- 22.5. The parties may waive any suspensive condition for their benefit by written notice to the other party or the Conveyancing Attorneys.

23. CONSUMER PROTECTION ACT 68 OF 2008

The Seller warrants that this sale of the Property is not in the ordinary course of business as contemplated in the Consumer Protection Act 68 of 2008 unless otherwise disclosed to the Purchaser in writing.

Head Office Unit 201 & 202 Pinehurst Somerset Links De Beers Ave, Somerset West (021) 302 1620 Western Cape, South Africa	Delft Branch Shop V2 Delft Mall Cnr. Hindle Rd & Delft Main Rd R102 Delft (021) 956 1002 Western Cape, South Africa	Eersterivier Branch Super Spar Center Cnr. Van Riebeeek & Forest Dr Eersterivier (021) 903 1532 Western Cape, South Africa	Mitchells Plain Branch Block E Shop No 103 Watergate Mall Watergate Boulevard (021) 203 1606 Western Cape, South Africa	Kuilsriver Branch 64 Kerk Street Kuilsriver (021) 203 1620 Western Cape, South Africa	Belhar Branch Shop No 7, 2 Baberta Link Belhar (021) 903 1532 Western Cape, South Africa	Century City Branch The Colosseum, Cnr Od Century and Ratanga Rd (021) 203 1620 Western Cape, South Africa
--	--	---	--	---	--	--

CEO – M. Phelps | DIRECTOR OF SALES – G. Phelps | PARTNER – O. Diedericks | PARTNER – G. Gallie | PARTNER – L. Britz (Free State)

24. GENERAL

- 24.1 The Agent may display a "sold" board outside the Property for 3 (three) months from the date of acceptance.
- 24.2 This Agreement shall not be varied or canceled unless such variation or cancellation is reduced to writing and signed by all the parties or their duly authorized representatives. This requirement shall only be satisfied if such amendment or variation is made in a written, paper-based form. The provisions of the Electronic Communications and Transactions Act 25 of 2002 are expressly excluded from this clause.
- 24.3 Should any provision of this Agreement be deemed illegal or unenforceable, such will be deemed severed from this Agreement, and the remaining provisions shall continue to be binding on the parties.
- 24.4 No latitude, an extension of time, or other indulgences which may be given or allowed by either party shall be construed to be a waiver or a novation of the party's rights. No terms, conditions, warranties, stipulations, or representations other than those contained herein have been made by either party or the Agent.
- 24.5 The Parties acknowledge this Agreement and its provisions have been fully explained to them.
- 24.6 All marketing material used by the Agent and the Seller in the marketing of the Property shall not override any information contained in this Agreement all parties shall be bound only by the terms and conditions of this Agreement.
- 24.7 The Purchaser irrevocably consents to release the use of information to the Seller and Agent regarding the approval or decline of loan finance by any financial institution to which the application for loan finance is made.
- 24.8 The Parties undertake to on request provide the Agent and the Conveyancing Attorney with the documentation necessary to comply with FICA (Financial Intelligence Centre Act).
- 24.9 If the Seller is a non-resident of the Republic of South Africa, the Seller acknowledges that provisions of Section 35A of the Income Tax Act are applicable.
- 24.10 The Purchaser authorizes the Agent to conduct a credit check on the creditworthiness of the Purchaser. The Purchaser agrees to provide information as necessary to enable the Agent to attend to such inquiries.

25. ANNEXURES: The following Annexures apply to this agreement:

26. ALIENATION OF LAND ACT

- 26.1 Section 29A of the Alienation of Land Act shall apply if; (a) the purchase price does not exceed R250 000,00; (b) the Purchaser is a natural person, and (c) the Purchaser has no right to nominate a third party as the purchaser.
- 26.2 Should section 29A of the Alienation of Land Act 68 of 1981 be applicable, the Purchaser may revoke this offer within 5 working days of the signing of this offer (not including the day of signature) by written notice delivered to the Seller. Such notice will have no effect unless it: (a) is signed by the Purchaser or his/her agent acting on his/her written authority: (b) refers to this Agreement as the agreement that is being revoked or terminated, and (c) is unconditional.

27. COMPANY/CLOSE CORPORATION / TRUST (Delete if not applicable)

- a. If the Purchaser is acting as an agent or trustee of a company to be formed, alternatively, the Purchaser is a company, close corporation, or trust, the person/s signing this offer on behalf of the Purchaser or as agent or trustee hereby binds himself as surety for and co-principal debtor with the Purchaser for the discharge of all the Purchaser's obligations arising out of this Agreement and hereby undertakes to sign any mortgagee/s documents of suretyship, co-principal debtor ship, or as may be required by any mortgagee/s contemplated in this Agreement to ensure the fulfillment of any condition/s to which this Agreement may be subject.
- b. A person acting as agent or trustee for a company to be formed, shall in his capacity be liable as Purchaser under this Agreement unless the company is formed and adopts, ratifies, and performs under this Agreement within 30 (thirty) days of acceptance by the Seller.
- c. If either party is a close corporation, company, or trust, the person acting assigning this Agreement on behalf of such entity warrants that he/she has the necessary authority to act on behalf of such entity. In the event of such entity not being properly incorporated or not being bound to this Agreement due to a lack of compliance with required formalities or lack of authority, the signatory hereof will be personally liable.

28. DOMICILIUM:

The Parties agree that the addresses stipulated on the front page of this agreement (page 1) shall be their respective *domicilium citandii et executandi* for all documents, notices, or processes that may be sent.

29. 72 Hour Clause

- 29.1 This offer is subject to the successful sale of the purchaser's property situated at

Within _____ (_____) days after the acceptance hereof at a price acceptable to the Purchaser, which property will be deemed sold after all the suspensive conditions contained in that deed of sale are fulfilled by no later than _____.

Head Office Unit 201 & 202 Pinehurst Somerset Links De Beers Ave, Somerset West (021) 302 1620 Western Cape, South Africa	Delft Branch Shop V2 Delft Mall Cnr. Hindle Rd & Delft Main Rd R102 Delft (021) 956 1002 Western Cape, South Africa	Eersteriver Branch Super Spar Center Cnr. Van Riebeeck & Forest Dr Eersteriver (021) 903 1532 Western Cape, South Africa	Mitchells Plain Branch Block E Shop No 103 Watergate Mall Watergate Boulevard (021) 203 1606 Western Cape, South Africa	Kuilsriver Branch 64 Kerk Street Kuilsriver (021) 203 1620 Western Cape, South Africa	Belhar Branch Shop No 7, 2 Baberta Link Belhar (021) 903 1532 Western Cape, South Africa	Century City Branch The Colosseum, Cnr od Century and Ratanga Rd (021) 203 1620 Western Cape, South Africa
--	--	---	--	---	--	--

CEO - M. Phelps | DIRECTOR OF SALES - G. Phelps | PARTNER - O. Diedericks | PARTNER - G. Gallie | PARTNER - L. Britz (Free State)

Icon Property Group (Pty) Ltd | Reg no. 2008/010723/07 | Vat No. 4490252477

- 29.2 Transfer of the property shall take place simultaneously with or after the transfer of the Purchaser's property.
- 29.3 The Seller may continue marketing the property and should the Seller at any time before fulfillment of the suspensive condition stated above receive another bona fide offer which he in his sole discretion wishes to accept, then he shall notify the Purchaser herein, in writing, of his intention to accept such offer (a copy of such offer shall simultaneously be shown to the Purchaser) and the Purchaser shall have 72 hours from receipt of such notification (excluding Saturdays, Sundays and Public Holidays) within which to waive, in writing, the benefit of all suspensive conditions of this Agreement whereupon this agreement will become finally binding. Should the Purchaser fail to so waive, then this agreement will lapse and be of no further force or effect.
- 29.4 Should the Purchaser waive the benefits of all suspensive conditions, then he undertakes to furnish the Seller with an approved bank guarantee for payment of the purchase price, within 3 (three) days, payable free of exchange at the offices of the conveyancer on registration of transfer into his name.

30. IRREVOCABILITY OF OFFER

This agreement is irrevocable until the Seller accepts this agreement and which, upon acceptance shall become binding on both Parties. The Purchaser hereby appoints the Agent to receive notification of acceptance on his behalf.

The Seller shall have until _____ (h) _____ in _____ 20__ to accept this agreement, failing which this agreement will expire. Any counteroffer made by the Seller shall not be deemed to be a refusal of this offer and this offer shall remain irrevocable until the expiry period stated above.

31. CONSENT TO PROCESSING AND MARKETING AND MANDATE

Protection of Personal Information

We are committed to processing your information by the Protection of Personal Information Act, 4 of 2013.

The minimum amount of information is requested from you to conclude and execute this mandate, sale, or lease agreement. You confirm that the information you have supplied may be processed by the agency and shared with the professionals involved in the transaction, including but not limited to the conveyancing attorneys, the mortgage originators, SARS, the council, body corporate, the managing agent, and the Deeds Registry or any other third-party.

Our agency's Privacy Policy is available on our website at www.iconpg.co.za where you will also find the process of requesting the deletion of your personal information or amendment thereof.

Any specific request or complaint in terms of your data must be referred to the agency's information officer **Melissa Phelps** melissa@iconpg.co.za.

- i) I buyer/seller/tenant/landlord hereby consent that my personal information to the agency in respect of the sale/purchase of the property/ in respect of the letting of this agreement/mandate may be processed, shared by the agency with the property process, may be stored electronically or physically by the agency.

I hereby consent that:

My personal information may be used by the agency for purposes of future property services ☐

I will remain on the mailing list for articles/newsflashes to be sent and I agree to receive marketing material by: ☐

Email ☐ SMS ☐

WhatsApp ☐ Telephonically ☐

Head Office Unit 201 & 202 Pinehurst Somerset Links De Beers Ave, Somerset West (021) 302 1620 Western Cape, South Africa	Delft Branch Shop V2 Delft Mall Cnr. Hindle Rd & Delft Main Rd R102 Delft (021) 956 1002 Western Cape, South Africa	Eersteriver Branch Super Spar Center Cnr. Van Riebeeck & Forest Dr Eersteriver (021) 903 1532 Western Cape, South Africa	Mitchells Plain Branch Block E Shop No 103 Watergate Mall Watergate Boulevard (021) 203 1606 Western Cape, South Africa	Kuilsriver Branch 64 Kerk Street Kuilsriver (021) 203 1620 Western Cape, South Africa	Belhar Branch Shop No 7, 2 Baberta Link Belhar (021) 903 1532 Western Cape, South Africa	Century City Branch The Colosseum, Cnr od Century and Ratanga Rd (021) 203 1620 Western Cape, South Africa
--	--	---	--	---	--	--

CEO - M. Phelps | DIRECTOR OF SALES - G. Phelps | PARTNER - O. Diedericks | PARTNER - G. Gallie | PARTNER - L. Britz (Free State)

Icon Property Group (Pty) Ltd | Reg no. 2008/010723/07 | Vat No. 4490252477

32. SPECIAL CONDITIONS:

ACCEPTED AT _____ THIS _____ DAY OF _____ 20_____

PURCHASER 1
(Who warrants that the Property Practitioner has fully explained the meaning and consequences of the material provisions of this offer to him/her)

PURCHASER 2
(Who warrants that the Property Practitioner has fully explained the meaning and consequences of the material provisions of this offer to him/her)

AS WITNESSES

1. _____
2. _____

ACCEPTED AT _____ THIS _____ DAY OF _____ 20_____

SELLER 1
We accept the obligation and benefits herein conferred upon us

SELLER 2
We accept the obligations and benefits herein conferred upon us.

AS WITNESSES

1. _____
2. _____

Icon Property Group (Sales Manager)

Head Office Unit 201 & 202 Pinehurst Somerset Links De Beers Ave, Somerset West (021) 302 1620 Western Cape, South Africa	Delft Branch Shop V2 Delft Mall Cnr. Hindle Rd & Delft Main Rd R102 Delft (021) 956 1002 Western Cape, South Africa	Eersteriver Branch Super Spar Center Cnr. Van Riebeeck & Forest Dr Eersteriver (021) 903 1532 Western Cape, South Africa	Mitchells Plain Branch Block E Shop No 103 Watergate Mall Watergate Boulevard (021) 203 1606 Western Cape, South Africa	Kuilsriver Branch 64 Kerk Street Kuilsriver (021) 203 1620 Western Cape, South Africa	Belhar Branch Shop No 7, 2 Baberta Link Belhar (021) 903 1532 Western Cape, South Africa	Century City Branch The Colosseum, Cnr od Century and Ratanga Rd (021) 203 1620 Western Cape, South Africa
CEO - M. Phelps DIRECTOR OF SALES - G. Phelps PARTNER - O. Diedericks PARTNER - G. Gallie PARTNER - L. Britz (Free State)						

INFORMATION FOR CONVEYANCER / PARTIESSELLER 1:

Full Names: _____

I.D. / Reg No: _____

How Married: Unmarried ☐In Community of Property ☐Out of Community of Property ☐Divorced ☐Foreign Laws ☐Traditional/Tribal ☐

Address: _____

Residential tel: _____

Business tel: _____

Cell phone nr: _____

Fax: _____

E-mail: _____

Tax nr (SARS) _____

SELLER 2

Unmarried ☐In Community of Property ☐Out of Community of Property ☐Divorced ☐Foreign Laws ☐Traditional/Tribal ☐

Existing bonds with: _____

Bond Account No: _____

Approximate Balance: _____

Whereabouts of Title Deeds: _____

Managing Agent: _____

Rates Acc No: _____

Signed: SELLER 1 _____

Date _____

SELLER 2 _____

Date _____

CONVEYANCING ATTORNEY: _____

Head Office Unit 201 & 202 Pinehurst Somerset Links De Beers Ave, Somerset West (021) 302 1620 Western Cape, South Africa	Delft Branch Shop V2 Delft Mall Cnr. Hindle Rd & Delft Main Rd R102 Delft (021) 956 1002 Western Cape, South Africa	Eersteriver Branch Super Spar Center Cnr. Van Riebeeek & Forest Dr Eersteriver (021) 903 1532 Western Cape, South Africa	Mitchells Plain Branch Block E Shop No 103 Watergate Mall Watergate Boulevard (021) 203 1606 Western Cape, South Africa	Kuilsriver Branch 64 Kerk Street Kuilsriver (021) 203 1620 Western Cape, South Africa	Belhar Branch Shop No 7, 2 Baberla Link Belhar (021) 903 1532 Western Cape, South Africa	Century City Branch The Colosseum, Cnr od Century and Ratanga Rd (021) 203 1620 Western Cape, South Africa
--	--	---	--	---	--	--

CEO - M. Phelps | DIRECTOR OF SALES - G. Phelps | PARTNER - O. Diedericks | PARTNER - G. Gallie | PARTNER - L. Britz (Free State)

INFORMATION FOR CONVEYANCER / PARTIES

PURCHASER 1:

Full Names:

I.D. /Reg No:

How Married: Unmarried ☐

In Community of Property ☐

Out of Community of Property ☐

Divorced ☐

Foreign Laws ☐Traditional/Tribal ☐

Present Address:

Residential tel:

Business tel:

Cell phone nr:

Fax: _____

E-mail:

Tax nr (SARS)

PURCHASER 2:

Unmarried ☐

In Community of Property ☐

Out of Community of Property ☐

Divorced ☐

Foreign Laws ☐Traditional/Tribal ☐

Signed: PURCHASER 1: _____

Date: _____

PURCHASER 2:

Date: _____

CONVEYANCING ATTORNEY:

Head Office
Unit 201 & 202 Pinehurst
Somerset Links
De Beers Ave, Somerset West
(021) 302 1620
Western Cape, South Africa

Delft Branch
Shop V2 Delft Mall
Cnr. Hindle Rd & Delft Main Rd R102
Delft
(021) 956 1002
Western Cape, South Africa

**Eersteriver Branch
Super Spar Center
Cnr. Van Riebeeck & Forest Dr
Eersteriver
(021) 903 1532
Western Cape, South Africa**

**Mitchells Plain Branch
Block E Shop No 103
Watergate Mall
Watergate Boulevard
(021) 203 1606
Western Cape, South Africa**

Kuilsriver Branch
64 Kerk Street
Kuilsriver
(021) 203 1620
Western Cape, South Africa

Belhar Branch
Shop No 7, 2 Baberta Link
Belhar
(021) 903 1532
Western Cape, South Africa

Century City Branch
The Colosseum,
Cnr od Century and Ratanga Rd
(021) 203 1620
Western Cape, South Africa

CEO - M. Phelps | DIRECTOR OF SALES - G. Phelps | PARTNER - O. Diedericks | PARTNER - G. Gallie | PARTNER - L. Britz (Free State)

COMMISSION PAYMENT INSTRUCTION:

The Seller/s who confirms that they are the legal owners of the property described below hereby irrevocably instructs the Transferring Attorneys as mentioned in the Agreement of Sale to pay an amount of no less than **R** _____ **+VAT** directly. to Icon Property Group on the date of registration of the sale of:

Street Address of the property: _____

Erf No: _____

It is hereby confirmed that the Property Practitioner and the Candidate agent responsible for completing this sales agreement is registered with the PPRA both hold an FFC under the name _____ for the financial year.

Commission amount R _____

Vat 15% R _____

Gross Commission R _____

	Amount:	Percentage %	Name & Surname / Agency:
Commission Icon Property Group	_____	_____ %	_____
Commission Listing Agent	_____	_____ %	_____
Commission Selling Agent	_____	_____ %	_____
External Agency	_____	_____ %	_____
Team Leader (IPG Portion)	_____	_____ %	_____
Spotter's Fee	_____	_____ %	_____
Internal Incentive	_____	_____ %	_____
Business Developer / Agent	_____	_____ %	_____
2% Agent Referral Fee	_____	_____ %	_____

The seller/s by signature hereto confirms that they instructed Icon Property Group to market the property, and also confirm that Icon Property Group is the effective cause of the sale of the said property.

Signed at _____ on the _____ day of _____ 20 _____

Seller (1)

Witness

Signed at _____ on the _____ day of _____ 20 _____

Seller (2)

Witness

Signed at _____ on the _____ day of _____ 20 _____

Icon Property Group

Witness

Name of Property Practitioner

Name of Property Practitioner

Name of Property Practitioner

Name of Property Practitioner

Head Office Unit 201 & 202 Pinehurst Somerset Links De Beers Ave, Somerset West (021) 302 1620 Western Cape, South Africa	Delft Branch Shop V2 Delft Mall Cnr. Hindle Rd & Delft Main Rd R102 Delft (021) 956 1002 Western Cape, South Africa	Eersteriver Branch Super Spar Center Cnr. Van Riebeeck & Forest Dr Eersteriver (021) 903 1532 Western Cape, South Africa	Mitchells Plain Branch Block E Shop No 103 Watergate Mall Watergate Boulevard (021) 203 1606 Western Cape, South Africa	Kuilsriver Branch 64 Kerk Street Kuilsriver (021) 203 1620 Western Cape, South Africa	Belhar Branch Shop No 7, 2 Baberla Link Belhar (021) 903 1532 Western Cape, South Africa	Century City Branch The Colosseum, Cnr od Century and Ratanga Rd (021) 203 1620 Western Cape, South Africa
--	--	---	--	---	--	--

CEO - M. Phelps | DIRECTOR OF SALES - G. Phelps | PARTNER - O. Diedericks | PARTNER - G. Gallie | PARTNER - L. Britz (Free State) |

PROPERTY

PRESENT BONDHOLDER: _____ APPROX. BALANCE: _____

BRANCH: _____ ACCOUNT NUMBER: _____

TITLE DEED DESCRIPTION OF PROPERTY (ERF NO) _____ SIZE OF PLOT: _____ SIZE OF BUILDING: _____

TRANSFERRING ATTORNEYS: _____

CONTACT NAME & NUMBER: _____

E-MAIL ADDRESS: _____

PURCHASER (1) _____

WITNESS (1) _____

NAME & SURNAME _____

NAME & SURNAME _____

PURCHASER (2) _____

WITNESS (2) _____

NAME & SURNAME _____

NAME & SURNAME _____

SELLER (1) _____

WITNESS (1) _____

NAME & SURNAME _____

NAME & SURNAME _____

SELLER (2) _____

WITNESS (2) _____

NAME & SURNAME _____

NAME & SURNAME _____

In terms of legislation, all parties are to be compliant with The South African Revenue Service (SARS) AND The Financial Intelligence Centre Act (FICA). To this effect, on the signature, both parties agree to furnish the Agent forthwith with a completed Tax Clearance Certificate, certified utility bills, and proof of identification as requested.

Head Office
Unit 201 & 202 Pinehurst
Somerset Links
De Beers Ave, Somerset West
(021) 302 1620
Western Cape, South Africa

Delft Branch
Shop V2 Delft Mall
Cnr. Hindle Rd & Delft Main Rd R102
Delft
(021) 956 1002
Western Cape, South Africa

Eersteriver Branch
Super Spar Center
Cnr. Van Riebeeck & Forest Dr
Eersteriver
(021) 903 1532
Western Cape, South Africa

Mitchells Plain Branch
Block E Shop No 103
Watergate Mall
Watergate Boulevard
(021) 203 1606
Western Cape, South Africa

Kuilsriver Branch
64 Kerk Street
Kuilsriver
(021) 203 1620
Western Cape, South Africa

Belhar Branch
Shop No 7, 2 Baberta Link
Belhar
(021) 903 1532
Western Cape, South Africa

Century City Branch
The Colosseum,
Cnr od Century and Ratanga Rd
(021) 203 1620
Western Cape, South Africa

CEO - M. Phelps | DIRECTOR OF SALES - G. Phelps | PARTNER - O. Diedericks | PARTNER - G. Gallie | PARTNER - L. Britz (Free State)