



Registered with the Property Practitioner Regulatory Authority (PPRA)

AGREEMENT OF PURCHASE AND SALE OF IMMOVABLE PROPERTY

The "Purchaser" is: _____

With ID/Registration Number: _____

and the "Co-Purchaser" is: _____

with ID Number: _____

The "Seller" is: _____

With ID/Registration Number: _____

and the "Co-Seller" is: _____

with ID Number: _____

INTERPRETATION

In this agreement, unless otherwise indicated in the contract, the following expressions shall have the meanings assigned to them hereunder:

THE PROPERTY

Erf / Unit No: _____

Measuring approximately: _____

in the township/Scheme of: _____

Street address / Door number: _____

Garage/Parking Bay: _____

Exclusive Use Area: _____

together with all buildings, erections and improvements of a permanent nature thereon, subject to all the existing conditions of title and servitude as will appear more fully in the existing Title Deeds of the property.

THE CONVEYANCER

The transferring attorney appointed by the Seller, being

1. **Purchase Price**

The purchase price is R_____

(_____) and is payable as follows:

1.1 A deposit of R_____ (_____ Rands) to be paid by the Purchaser to the Conveyancer within 3 (Three) days of signature of acceptance by the Seller, who shall hold it in Trust, for release to the Seller or the Seller's order upon registration of transfer or upon cancellation in terms of **Clause 17** by reason of the Purchaser's default, to the Purchaser if the sale is cancelled or lapses (otherwise than by reason of the Purchaser's default) in terms of the provisions hereof or to the conveyancer upon request, to be held in trust by the conveyancer on the Purchaser's behalf.

1.2 The balance shall be paid to the seller against registration of transfer of the property into the name of the purchaser which amount shall be secured by a bank guarantee upon the terms and conditions usually imposed by the financial institution issuing such guarantee and, in the format, usually used by such institution which guarantee shall be delivered within **10 days** after acceptance of this offer or fulfilment of the suspensive conditions referred to in **Clause 2** (whichever is the later) and payable free of exchange against registration of transfer of the property into the name of the purchaser.

2. **Mortgage/Bond Loan**

2.1 This Agreement is subject to the Purchaser obtaining approval by not later than _____ for the granting of a loan by a financial institution on its usual terms and conditions of a mortgage loan in the amount of

(_____) or such lesser amount as the Purchaser may except, against security of the Property.

2.2 The Purchases shall as soon as possible of the signature here of by the Seller, applied to ALL Financial Institutions and thereafter do all things necessary to obtain the mortgage loan including the supply of relevant or requested information, and the signature of documents.

2.3 Confirmation of approval shall be in the form of written quotation or pre-agreement statement issued by the financial institution upon its usual terms and conditions, where-upon this suspensive condition shall be deemed to have been fulfilled, failing which this date shall be automatically extended by a further ten (10) days. If, after the 10 (ten) day period a mortgage loan has not been granted in accordance with **Clause 2.3**, then this agreement shall lapse and be of no further force or effect, and any deposit by the Purchaser shall be refunded to him.

2.4 The provisions of **Clause 2** are for the benefit of the Purchaser, who may unilaterally waive the suspensive condition, which waiver must be communicated in writing to the Seller or the Agent prior to the date of 2.3 above, which shall include the automatic 10 (ten) day extension.

2.5 The Purchaser consents to Leadsprop or it's nominated intermediary applying for a home loan on his/ her/ its behalf.

3. **Sale of other Property**

3.1 This offer is subject to and conditional upon the sale of the Purchaser's property known as _____ ("the Other Property") at a purchase price of _____ or such lesser amount as the Purchaser may accept, and that all suspensive conditions to which sale is subject, is fulfilled, by no later than _____

OR

- 3.2 This offer is subject to and conditional upon the successful transfer of the Purchaser's property known as _____ ("the Other Property") by no later than _____ which property has been sold by the Purchaser with the proceeds thereof to be utilized as payment or part payment of the purchase price of the Property.
- 3.3 The Purchases shall procure that the transfer of the Other Property will take place simultaneously with or prior to Transfer.
- 3.4 This condition exists for the benefit of the Purchaser, who may unilaterally waive compliance therewith in writing, in which event Transfer shall proceed forthwith. Written notice of this waiver to the Agent shall constitute notice to the Seller.

4. Transfer

Transfer shall be effective by the attorneys

4.1 as soon as possible

4.2 on _____

4.3 simultaneous with or as soon as possible after the transfer of the property described in **Clause 3.**

5. Continued Marketing

Applicable **Not Applicable**

5.1 The Seller may continue to market the Property until all the suspensive conditions contained in this agreement has been fulfilled, including the fulfillment of all suspensive conditions contained in the agreement of sale of Other Property mentioned in Clause 3 above, if applicable.

5.2 Should the Seller, during this time of continued marketing, receive another acceptable unconditional offer ("the Competing Offer") to purchase the Property, he will have the right to call upon the Purchaser, by notice a writing, to waive or fulfill all suspensive conditions to which this agreement is subject, thereby making this agreement unconditional, with 3 (three) Business Days of the date when such notice is delivered to the Purchaser.

5.3 If the Purchaser fails to waive the benefits of the suspensive conditions, or if the suspensive conditions have not been fulfilled within 3 (three) Business Days, then the Seller shall be entitled, but not obligated, to accept the Competing Offer, upon which event the sale shall laps and be null and void. Should the seller elect not to accept the Competing Offer, then this agreement shall remain in full force and effect.

6. Occupation & Occupational Rent

6.1 The Seller and all other occupants of the Property shall be bound and obliged to vacate the Property on or before the _____ at **12:00 Pm** from which date the Purchaser shall be entitled and obliged to occupy the Property. ("the Occupation Date") provided that all suspensive conditions to which the sale may be subject, have been fulfilled, and that the Purchaser has performed all his contractual obligations arising from this agreement, including but not limited to the payment of all transfer cost, bond cost, signature of transfer and bond documentation, and payment of the occupational rental in advance as provided herein.

6.2 In the event that Occupation Date does not coincide with the date of Transfer, the party enjoying occupation of the Property shall pay to the other party occupationally rent in the amount of _____ per month, pro rata, payable monthly in advance to the conveyancing attorneys. **The conveyancing attorneys shall collect and make the necessary payments in time.**

6.3 From the Occupation Date should, it precede Transfer, all income acquiring from the Property, and all expenses incurred in respect of the Property (excluding rates, taxes and insurance premiums) shall be for the account of the Purchaser, on pro-rata basis.

- 6.4 If the Occupation Date is before transfer, the purchaser shall not make any alterations or additions to the Property prior to Transfer, without the written consent of the Seller. Should this agreement be cancelled for any reason; the Purchaser shall have no claim against the Seller for any improvements he may have caused to be effected on the Property, whether with or without the Seller's consent, and this Seller may either require the Purchaser to remove such alterations and restore the property to its original condition at the Purchaser's expense, or to retain all improvements and alterations made to the property by the Purchaser.
- 6.5 No tenancy shall arise by virtue of Purchaser occupying the Property prior to Transfer and if this agreement is cancelled or the sale lapses, the purchaser shall immediately and without notice vacate the Property.
- 6.6 The Seller shall maintain the Property in the same condition from the date of signature of this Agreement, to the Occupation Date, excluding any repairs which the Seller must effect in accordance with the agreement. The Purchaser shall maintain the Property in the same condition from the Occupation Date to Transfer, irrespective of whether he has taken actual occupation of the Property.
- 6.7 **Occupation subject to the existing tenancy** shall be given and taken on Transfer, from which date the Seller by his signature year do cedes his rights and obligation in terms of the applicable lease agreement, a copy of which is attached to this agreement, to the Purchaser
 Applicable **Not Applicable**
- 6.8 If the Purchaser is liable for payment of occupational rental, payment for the first month of occupation shall be made to the attorney at least (1) one week prior to the Occupational Date and thereafter on or before the 1st (first) of each succeeding month.
- 6.9 Should the Purchaser fail to pay by the first month's occupational rental prior to the Occupational Date, then the Seller shall be entitled to withhold occupation of the property until such payment is made, without prejudice to the Seller's right to claim occupational rental in full.
- 6.10 Payment of occupational rental may not be withheld by any party, despite any claim which a party may have against the other party.

7. Risk

All risk and benefit of ownership of the property shall pass from the Seller to the Purchaser on Transfer, together with all the benefits and responsibilities for payment of any rates, property Taxes and/ or expenses in connection with the Property.

8. Municipal Rates, Services Chargers & Levies

The seller shall obtain the necessary clearance certificate from the relevant Local Authority in terms of Section 118(3) of the Municipal Systems Act 32 of 2000 (as amended).

10. Homeowner's Association

Applicable **Not Applicable**

The Purchaser confirms that he/she is aware that:

10.1 A Homeowners Association exists of which he/she automatically becomes a member upon registration of the transfer of the property into his/her name and that he/she is therefore bound by the constitution of the Homeowners' Association.

10.2 As at the date of signature hereof, a monthly Homeowners' Association levy of R _____ (_____)
 Is payable to _____
 At the telephone number: _____
 Which levy may increase from time to time.

10.3 If before registration of transfer of the Property, the Homeowners imposes a "special contribution" the Purchaser shall be liable for the pro rata payment of such special contributions calculated from the date of transfer of the Property into the name of the Purchaser.

11. **Body Corporate**

Applicable **Not Applicable**

The Purchaser confirms that he/she is aware that:

11.1 The Monthly Levy is: R _____

11.2 The Purchaser shall pay the Monthly Levy monthly

11.3 A body corporate ("Body Corporate") has been established in terms of the Act and the Purchaser shall automatically become a member of the Body Corporate on Transfer.

11.4 In order to facilitate the issue of a levy clearance certificate prior to Transfer, the Purchaser hereby agrees to accept liability for any outstanding levies due by the Seller to the Body Corporate from the date of Transfer, for the balance of its financial year and to enter into Any reasonable agreement to give effect hereto. Notwithstanding the a foregoing, should the Body Corporate insist on payment in full of the levies for the balance of its financial year prior to the issuing of such certificate, the Purchaser shall pay such levies in advance on behalf of the Seller and the Conveyancer shall reimburse the Purchaser, on Transfer, pro-rata for any payment made in respect of the period prior to Transfer.

11.5 The Seller warrants that there is no special contribution payable to the Body Corporate in Respect of the Property and any liability for same which may arise, prior to the date of Transfer will be for the sole account of the Seller.

11.6 The purchaser acknowledges that there exists a real right of extension, in terms of Section 25 of the Sectional Titles Act no 95 of 1986 to erect and complete from time-to-time a Further building or buildings on the common property of the sectional title scheme that the Property forms a part of.

12. **Historical Debt**

The seller warrants that all rights and taxes owing to the relevant Local Authority, Homeowners' Association levies and any special Levies, if applicable, are paid in full to date hereof and further warrants that there are no historical date due and payable in relation to the Property to the municipality of any other body or entity.

13. **Transfer Cost**

All cost of Transfer including but not limited to Transfer Duty or VAT (as applicable) the costs of registering any mortgage bonds (if applicable) together with VAT on such costs, shall be paid by the Purchaser, on demand when requested to do so by the Attorneys.

14. **Condition of the Property**

14.1 The Purchaser acknowledges that he has acquainted himself with the nature, condition, beacons, extent and locality of the Property; and the Property is sold to the extent as it now lies, voetstoots, without any warranties whether express or implied and the Seller shall not be liable for any defects whether latent or otherwise in the Property nor for damages suffered by the Purchaser by reason of such defects, and subject to all conditions and servitudes mentioned or referred to in the current and/or prior title deeds of the Property or any town planning scheme applicable thereto.

14.2 The parties agree that the Purchaser will have no claim whatsoever against the Seller for any deficiency in the size of the property which may be revealed on any re-survey nor shall the Seller benefit from any possible excess. If the property has been erroneously described herein such mistake or error shall not be binding on the Seller but the description of the property as set out in the title deed shall apply, and the parties agree to rectification herein to reflect the true intentions of the parties.

14.3 The Seller confirms that, to the best of his knowledge and belief, all permanent structures, additions, alterations and extensions in and on the Property, **are OR are not** constructed in accordance with approved building plans.

15. Warranties and Undertakings

- 15.1 The parties warrant that the information contained herein, including the personal details supplied by them, relating to them or which should reasonably be within their knowledge, is true and correct.
- 15.2 Should the purchaser sign this agreement as trustee or agent for a company or other juristic person to be formed, the signatory shall be deemed to be personally liable in terms of this agreement should the company, close corporation, or trust or juristic person not be incorporated or formed or not ratify and adopt this agreement within 30 (thirty) days of the date of signature hereof. Upon formation or incorporation or ratification as aforesaid, the purchaser by his signature hereto binds himself as surety for and co-principal debtor jointly with the company, trust, close corporation or juristic person for the due and punctual performance by the company, close corporation or trust or juristic person of its obligations arising out of this agreement.
- 15.3 Both parties warrant that their tax affairs with the South African Revenue Services ("SARS") are in order and up to date, or in the event that this is not the case, that agreement has been reached and that the necessary arrangements have been made with SARS in respect thereof.
- 15.4 The Seller and the Purchaser undertake to sign all transfer and mortgage bond documentation within a reasonable time after requested to do so by the Attorneys or by another attorney instructed to act in such matters.
- 15.5 The Purchaser acknowledges that:
- a) He has had the opportunity to examine the Property prior to entering into this Agreement, and
 - b) He has entered into this Agreement freely and voluntarily, and
 - c) He understands the contents and legal implications of this Agreement, and
 - d) His decision to Purchase the Property has not been based on any marketing material, photos and/or brochures, but rather on his inspection of the Property and the terms as formulated in this Agreement.

16. Non-Resident Seller

- * The Seller hereby warrants that he/she is a resident of the Republic of South Africa.
- The Seller is a non-resident of the Republic of South Africa. The Seller accordingly hereby irrevocably authorizes and instructs the conveyancers to deduct the applicable withholding tax from the purchase price on behalf of the Purchaser if the purchase price is R2 000 000.00 or more and to pay the same to the Receiver of Revenue within 14 (fourteen) days after date of registration of transfer of the property into the name of the Purchaser.
- * (Delete as applicable)

17. Breach & Delays

- 17.1 Should either party commit a breach of any of the terms of this agreement, and fail to Remedy such breach within 7 (seven) days of being called upon in writing to do so, then the Aggrieved party shall be entitled, without prejudice to his rights, to claim any damages that he may have suffered as a result of such breach, and
- a) to cancel this agreement by written notice to the defaulting party, or
 - b) to claim specific performance by the defaulting party of all his obligations in terms of this agreement.
- 17.2 In the event of any party, including the Agent having to consult with an attorney as a consequence of any breach of the terms of this agreement by any party, then the defaulting party will be liable to pay the other parties' costs, on an attorney and own client scale.

17.3 The Property shall within a reasonable period of the signing of the agreement be registered into the name of the Purchaser. Should any party cause an unreasonable delay in transfer process the party who is responsible for the delay shall be liable to the other Party for interest to be paid at the current prime rate plus 2% (two percent) on the purchase price calculated from the period of the delay. The aggrieved party shall in terms of this clause be entitled to claim penalty interest from the party responsible for the delay. This remedy is in addition to any other remedy the aggrieved party may have in law or in terms of this agreement.

18. General

18.1 This agreement constitutes the entire agreement between the parties and no warranties or representations other than those contained herein shall be binding on them, and there are no suspensive conditions to this agreement other than those included herein.

18.2 No variation, alteration, or consensual cancellation of this agreement shall be of any force or effect unless it is reduced to writing and signed by both parties.

18.3 If there is more than one Purchaser, their liability in terms of this agreement shall be joint and several.

18.4 This agreement shall be governed by the Laws of South Africa.

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

18.6 This agreement may be signed in separate counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument.

19. Matrimonial Property Act 88 of 1984

The parties warrant that all written consents required by the Matrimonial Property Act 88 of 1984 in respect of this agreement or any matter arising from or in terms hereof have or will be given.

20. Fixtures and Fittings

20.1 The Property is sold with all fixtures and fittings of a permanent nature situated on it at the Date of this offer, unless specifically excluded, which shall include where applicable, but not be limited to the following:

Stove	extractor fan	all light fittings	pelmetts and curtain rails
Curtains	fitted carpets	all blinds and awnings	water fountain pumps
pool pump	pool equipment	automatic pool cleaner	fitted alarm systems
all external keys	bar stools	fences	trees, shrubs and plants
TV aerial	water fountain	DSTV Satellite Dish	Wendy House
bathroom mirrors	security gates	underfloor heating	air conditioners

20.2 The Seller warrants that all such fixtures and fittings are his property, are fully paid for and shall be in working condition on the Occupation Date.

20.3 The Purchaser undertakes to maintain the fixtures and fittings in the same condition and working order from the Occupation Date to the date of Transfer.

21. **Electrical Certificate** **Applicable** **Not Applicable**
 The Seller shall obtain at his cost the required Certificate of Compliance as mentioned in Regulation 9, issued by a qualified electrician, promulgated in terms of the Occupational Health and Safety Act 1993 (Act No 85 of 1993) and deliver the said Certificate of Compliance to the Purchaser. If the electrical installation on the premises is faulty, the Seller shall at his cost repair the electrical installation in order to deliver the required Certificate of Compliance to the Purchaser on or before the date of occupation referred to in clause 8 above, or the date of registration of transfer of the Property into the Purchaser's name, whichever date is the earlier. The Seller undertakes not to make any alterations to the electrical installation of the Property after the issue of the certificate.
22. **Beetle Certificate** **Applicable** **Not Applicable**
 The Parties agree that, prior to the transfer of the Property into the name of the Purchaser, the Seller shall, at his expense, have all the accessible timbers of the Property inspected by a qualified wood borer inspector who is a member of the South African Pest Control Association for the infestation of wood destroying insects, termites and fungi and a written report with recommendations shall be given to the Seller. Where infestation is found, the recommendations made shall be carried out in full which may include the treatment and/or replacement of any timbers found to be infested in accordance with the recommendations specified by the inspector. In the event that that there is no apparent infestation on first inspection, or that any infestation which had been reported has been dealt with as set out above, the Seller shall have fairly discharged all responsibility in the matter and the Purchaser shall have no further claim against the Seller.
23. **Plumbing Certificate** **Applicable** **Not Applicable**
 In terms of the City of Cape Town Water By-Law 2010 the Seller agrees at his cost to provide The Conveyancing Attorneys prior to lodgement 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.
24. **Gas Installation** **Applicable** **Not Applicable**
 The Seller shall ensure that all the equipment and gas installations in the property comply with Regulation R734 issued in terms of the Occupational Health and Safety Act 1993 and shall within 15 (fifteen) days after acceptance of this offer, in terms of Regulation 6(2)(e) provide the Purchaser with a valid Certificate of Conformity issued by an authorised person in respect of the gas system.
25. **Electric Fence Certificate** **Applicable** **Not Applicable**
 The Seller shall obtain at his cost the required Electric Fence System Certificate as mentioned in Regulation 12 of the Electrical Machinery Regulations, 2011 promulgated in terms of the Occupational Health and Safety Act 1983 (Act No 6 of 1983) in respect of the electric fence system and deliver the said Electric Fence System Certificate to the Purchaser within 15 days of acceptance of this offer by the Seller. If the electric fence system on the premises is faulty, the Seller shall at his cost repair the electrical fence system in order to deliver the required Electric Fence System Certificate to the Purchaser. The Seller undertakes not to make any alterations to the Electric Fence
26. **NEMBA**
 The parties agree that the Seller has complied with his/her obligations in terms of Section 29(3) of the Regulations of the National Environmental Management: Biodiversity Act 2004 (Act No

10 of 2004) and particularly with regards to the disclosures contained therein regarding the Alien and Invasive Species Lists 2014 published on the website of the Department of Environmental Affairs www.environment.gov.za.

27. Agent's Commission

The Seller shall pay the Agent's commission at the rate of _____ per centum **plus Value Added Tax** on the commission.

27.1 The said commission shall be deemed to have been earned upon the signature of this document by the Purchaser and Seller and be payable upon registration of transfer or upon cancellation by reason of the Seller's or Purchaser's default. In the event of the sale being cancelled or transfer not being implemented then the defaulting party shall be liable to the Agent for the payment of the Commission. In the event of the agreement being cancelled by mutual agreement, the Seller and Purchaser shall be jointly and severally liable to pay the commission to the agent.

27.2 The Seller hereby irrevocably and in rem suam authorises and instructs the conveyancers to make payment of the commission to the Agent from the proceeds of any deposit, or if the deposit is insufficient to satisfy the commission then to make payment of the balance due from the proceeds of the sale on registration of transfer. The parties hereby irrevocably instruct the conveyancers to withhold registration of transfer in the event of the proceeds of the sale being insufficient to pay the full amount of the commission due to the agent until such time as the deficit has been made up. The seller and purchaser further irrevocably agree that in the event of the conveyancer not being willing to give an undertaking to the agent that the commission will be paid to the agent on registration of transfer of the property (which undertaking shall not be subject to any terms and conditions other than the transfer of the property and shall be delivered to the agent within 7 days of receipt of instructions by such conveyancer to attend to the transfer of the property to the purchaser) they shall take away the instruction from such conveyancer to attend to the transfer of the property and refer the instruction to attend to the transfer of the property to a conveyancer nominated by the agent who is prepared to give such undertaking.

27.3 The provisions of this clause as well as certain other provisions herein are intended by the Seller and the Purchaser to be a contract for the benefit of the Agent (stipulatio alteri) which may be enforced by the Agent, it being recorded and agreed that the Agent has accepted the benefits hereof by the Agent's signature at the foot hereof.

27.4 The Purchaser and Seller hereby warrant that the Agent is the sole and effective cause of the sale and it is hereby recorded that :-

*27.4.1 the Purchaser warrants to the Seller that he was not introduced to the Property or the Seller by any other person other than the Estate Agent; or

*27.4.2 the Purchaser was previously introduced to the Property and/or the Seller by another estate agent. However, the Seller hereby records that he is aware of the fact that signature of this Agreement may expose him to payment of commission to more than one estate agent, and that he nevertheless accepts the Estate Agent's involvement in this agreement.

* (Delete as applicable)

28. Sold Sign & Marketing Material

28.1 The Agent is hereby authorized to place a "SOLD" sign at the Property and to replace Such sign if needed, for a period of 2 (two) months from the date when all suspensive Conditions contained herein are fulfilled or waived.

28.2 The Purchaser acknowledges that all artistic, architectural, photographic and any other visual presentation material, including models, brochures and pamphlets used by the

Seller or the Agent in the marketing and selling of the Property have been made honestly and the Seller shall in no way be bound and the Purchaser shall have no claim in respect of any information stated therein or impression conveyed thereby, unless it can be proven as portraying a false, incorrect or fraudulent presentation of the features of the Property.

29. Expiry

The first signature to this agreement shall constitute an irrevocable offer which shall be available for acceptance until _____(time) on _____(date) after which it shall lapse and be of no further force or effect. The Agent is hereby appointed as agent for the Seller and the Purchaser for the purpose of communication of acceptance.

30. Additional terms

31. Disclosure

The Seller and the Purchaser hereby confirm that the full extent of their rights and obligations in terms of this agreement have been explained to them and that they have been given the opportunity to make the necessary inquiries in respect of the Property and all material aspects related to the Property and to this sale, and they understand the effects of this.

32. Addresses and service of documents

32.1 The Purchaser chooses his legal address as stipulated in Personal Information for Seller & Purchaser below and the Seller chooses his legal address as stipulated in Personal Information for Seller & Purchaser below, for the purpose of delivery of all notices and legal documents.

32.2 All notices required to be given by one party to the other shall be in writing and shall be deemed to be received by the addressee on the 4th (fourth) day following the posting hereof by pre-paid registered post, or on the date of delivery or transmission thereof if delivered by hand or email.

33. Indemnity of the Agent

The Agent declares that to the best of his knowledge the only patent and/or latent defects existing in the Property at the time of signature of this agreement, are those reduced to writing in the Mandatory Disclosure Property Conditions Report. The Purchaser hereby indemnifies the Agent against any claim for damages or loss in the event that any patent or latent defects exist in the Property, which defects were not or could not reasonably have been known by the Agent. The Purchaser hereby acknowledges receipt of the Mandatory Disclosure Property Report.

34. Protection of Personal information Act (POPI Act)

The Parties acknowledge and agree that through the submission of their contact details and information to the Agency, they are hereby deemed to have consented to the use of their details for marketing and/or future business purposes only. Should the Parties not wish for the Agency to retain their details for current or future marketing and/or business purposes, the Parties are to inform the Agency in writing.

35. The Agent

This agreement has been negotiated by _____ and I,
Principal of Leadsprop, on behalf of the Agent, hereby accept the benefits of this
agreement and the cession contained herein.

Principal LEADSPROP

Signed by the Purchaser at _____ on _____ 20_____.

PURCHASER 1
(Only "Wet ink")

PURCHASER 2
(Only "Wet ink")

WITNESS 1

WITNESS 2

Name & Surname of Witness 1: _____

Name & Surname of Witness 2: _____

Signed by the Seller at _____ on _____ 20_____.

SELLER 1
(Only "Wet ink")

SELLER 2
(Only "Wet ink")

WITNESS 1

WITNESS 2

Name & Surname of Witness 1: _____

Name & Surname of Witness 2: _____

PERSONAL INFORMATION: PURCHASER

(PLEASE COMPLETE AND RETURN TOGETHER WITH THE FICA DOCUMENTS)

FULL NAME AND SURNAME _____

IDENTITY NUMBER / DATE OF BIRTH _____

HOW MARRIED _____ In community of property / Out of Community of Property (ANC) / Foreign Marriage / Divorced / Unmarried / other

DATE OF MARRIAGE _____

PLACE / COUNTRY _____

SPOUSE'S FULL NAMES _____

IDENTITY NUMBER / DATE OF BIRTH _____

PHYSICAL ADDRESS (STREET) _____

POSTAL ADDRESS _____

FUTURE ADDRESS _____

(Physical and/or Postal) _____

TELEPHONE NUMBERS Home _____

Work _____

Cell _____

Email Address _____

INCOME TAX NUMBERS _____

KINDLY PROVIDE US WITH COPIES OF THE FOLLOWING: (FICA DOCUMENTS)

1. First Page or both sides of Identity Document/s
2. Marriage Certificate (*If applicable*)
3. Antenuptial Contract (*If applicable*)
4. Proof of residential address not older than TWO months (local authority acc, telephone acc, etc.)
5. Any SARS documents reflecting your Income Tax Number/s
6. As part of our duties as real estate practitioners we are obliged to ascertain the source of funding and the proof of such a source of funding in a transaction. Examples of the same are savings (in which event a copy of the savings account is required), inheritance (in which event a copy of the liquidation and distribution account or the letter of distribution from the executor is required), or a sale of a business, members interest, shares or a property from which such funds originate (in which instance a copy of the relevant sale agreement evidencing the same is required). This is not an all-inclusive list so please advise if there are any other sources of funding with proof thereof.

PERSONAL INFORMATION: SELLER

(PLEASE COMPLETE AND RETURN TOGETHER WITH THE FICA DOCUMENTS)

FULL NAME AND SURNAME _____

IDENTITY NUMBER / DATE OF BIRTH _____

HOW MARRIED _____ In community of property / Out of Community of Property
(ANC) / Foreign Marriage / Divorced / Unmarried / other

DATE OF MARRIAGE _____

PLACE / COUNTRY _____

SPOUSE'S FULL NAMES _____

IDENTITY NUMBER / DATE OF BIRTH _____

PHYSICAL ADDRESS (STREET) _____

POSTAL ADDRESS _____

FUTURE ADDRESS _____

(Physical and/or Postal) _____

TELEPHONE NUMBERS Home _____

Work _____

Fax _____

Cell _____

Email Address _____

INCOME TAX NUMBERS _____

PRESENT BONDHOLDERS _____

BOND ACCOUNT NUMBER _____

IF NO BOND - ARE YOU IN POSSESSION OF TITLE DEED YES / NO

KINDLY PROVIDE US WITH COPIES OF THE FOLLOWING: (FICA DOCUMENTS)

1. First Page or both sides of Identity Document/s
2. Marriage Certificate (*If applicable*)
3. Antenuptial Contract (*If applicable*)
4. Any document reflecting your physical address (local authority acc, telephone acc, etc.) not older than TWO months
5. Any SARS documents reflecting your Income Tax Number/s