

## LISTING SHEET

## FOR TRAINING PURPOSES ONLY

### AGENT/S:

NAME	
NAME	

### PROPERTY ADDRESS/LOCATION: Refer to CMA Info - Print Info Page when going to view

AREA			
STREET NUMBER			
STREET NAME			
COMPLEX NAME			
UNIT NUMBER	Physical Door Number	SECTION NUMBER	From CMA Info
ERF NUMBER	From CMA Info		
TITLE DEED NUMBER	From CMA Info		

### FEATURES:

CLASSIFICATION	FREEHOLD, SECTIONAL, SHAREBLOCK...		
TYPE	APARTMENT, HOUSE, OFFICE etc		
OWNERSHIP	CMA Info		
FACING			
ZONING	CMA Info		
FLOOR SIZE	CMA Info		
LAND SIZE	CMA Info		
BUILT DATE			
FLOORS			
RATE & TAXES	CMA Info – For Sectional Title & Free Hold Only		
LEVIES	Seller or Managing Agents		
COVERAGE	The footprint of a building structure		
FLOOR AREA RATIO	Total amount of useable floor area in a building		
GRADE/RATING			
BEDROOMS		Physical Inspection	
STUDY			
DINING ROOMS			
LAUNDRY			
BALCONY			
CARPORTS			
DOMESTIC ACCOMMODATION			
BATHROOMS			
LOUNGES			
KITCHEN			
PATIO			
GARAGES			
FLATLET			
FLOORING			
EXTERIOR			
ROOF			
POOL		YES	NO
GARDEN:			
SECURITY			
STOREROOM			
FURNISHED		YES	NO

WIFI/ FIBRE TO THE HOME		

NOTES: \_\_\_\_\_  
\_\_\_\_\_

**PROPERTY DESCRIPTION: PLEASE COMPLETE DESCRIPTION ON BASE**

**EXTRAS:**

Eg. Jacuzzi. Jungle Gym

**ITEMS INCLUDED:**

Refers to Loose Items

**ITEMS EXCLUDED:**

Sometimes sellers make requests to take certain items with. Eg. Light fittings

**DEFECTS:**

Refer to SELLERS IMMOVEABLE PROPERTY REPORT

**MANDATE:** PLEASE ENSURE THAT A MANDATE OR PROOF OF MANDATE IS UPLOADED ON BASE

LISTING PRICE	Advertised Price		
SALE	X	RENTAL	X
<b>CONTRACT</b>			
MANDATE TYPE	OPEN, SOLE or JOINT		
MANDATE START DATE			
MANDATE END DATE			
OCCUPATION DATE:	On Transfer		

**COMMISSION:**

COMMISSION %	Min 5%+ Vat Max 7.55 +Vat	AMOUNT
NETT		
VAT		
GROSS		
OWNER NET		

**ITEMISED COST:**


**CLIENT DETAILS:**

<b>SELLER</b>	CMA Info
<b>OWNER 1</b>	
NAME:	
CONTACT NOS:	
EMAIL:	
ID NO:	
ADDRESS:	
<b>OWNER 2</b>	
NAME:	
CONTACT NOS:	
EMAIL:	
ID NO:	
ADDRESS:	

**FOR TRAINING PURPOSES ONLY**

**SELLER'S IMMOVABLE PROPERTY CONDITION REPORT ANNEXURE B**

This condition report concerns the immovable property situated at: **CMA Info**

\_\_\_\_\_ ('The Property')

This report **does not constitute a guarantee** and/or warranty of any kind or nature by the owner of the property. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the property. This document has been compiled for **information purposes** only to assist the Agent in marketing the property correctly.

The owner hereby authorises PropDirect and its agents to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the property.

Statement concerning the condition of the property:	YES	NO	N/A
I am aware of defects in the <b>roof</b> .			
I am aware of defects in the <b>electrical systems</b> .			
I am aware of defects in any part of the <b>plumbing systems</b>			
I am aware of any defects pertaining to the <b>swimming pool</b> .			
I am aware of defects in the <b>heating and/or air conditioning systems</b> , including <b>air filters</b> and <b>humidifiers</b> .			
I am aware of defects in the <b>septic system</b> or other <b>sanitary disposal systems</b> ; including the <b>geyser</b> and <b>all pipes</b>			
I am aware of any defects to the property and/or in the <b>basement</b> or <b>foundations</b> of the property, including <b>cracks, seepage and bulges</b> . Other such defects include, but are not limited to, <b>flooding, dampness or wet walls</b> and <b>unsafe concentrations of mould</b> or defects in <b>drain tiling or sump pumps</b> .			
I am aware of any <b>structural defects</b> in the property.			
I am aware of <b>boundary line disputes, encroachments or encumbrances</b> including a joint driveway.			
I am aware that any <b>additions and/or improvements</b> made to and/or any <b>erections made</b> on the property, have been done or were made, only after the required <b>consents, permissions and permits</b> to do so were properly obtained.			

All <b>security systems</b> are in sound working order; eg: alarms, security gates, electric fencing, burglar bars				
There are keys to all outside doors				
Number of keys		Number of Remotes		

**COMMENTS:**

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**OWNER'S CERTIFICATION**

The owner hereby certifies that the information provided in this report is, to the best of the owner's knowledge and belief, true and correct as at the date of signature.

**THUS DONE AND SIGNED BY THE PARTIES ON THE DATES STATED HEREUNDER:**

\_\_\_\_\_( )      \_\_\_\_\_( )  
OWNER                      DATE      OWNER                      DATE

\_\_\_\_\_( )      \_\_\_\_\_( )  
PURCHASER                      DATE      PURCHASER                      DATE

All info from CMA Info

1. I/We, the undersigned, \_\_\_\_\_

*(herein after referred to as "the Seller")*

ADDRESS	
CONTACT NO	
EMAIL	

2. Being the owner/s of the property:

(Stand / Erf no) \_\_\_\_\_ In the township of \_\_\_\_\_

Known as (Street Address) \_\_\_\_\_

*(herein after referred to as "the property")*

3. Hereby irrevocably instruct **PropDirect** to procure a willing and able purchaser for the abovementioned property for the sum of R \_\_\_\_\_  
( \_\_\_\_\_ )  
(plus VAT) or any such other price mutually agreed upon between the purchaser and myself.

4. The seller shall pay **PropDirect** a commission of \_\_\_\_% ( \_\_\_\_\_ percent) (pus VAT) calculated on the purchase price of the property sold. The commission shall be deemed to have been earned upon the fulfilment of all suspensive conditions to the contract and the Conveyancers (or anyone else controlling the proceeds of the sale) are hereby irrevocably authorised and directed to make payment accordingly upon registration of transfer of the property.

5. This Exclusive Mandate shall endure for a period of \_\_\_\_ days/months from \_\_\_\_\_ until \_\_\_\_\_ (THE MANDATE PERIOD), whereafter the Mandate shall continue as an OPEN MANDATE, enabling the seller to market through other Agencies as well.

6. **During the aforesaid period the seller undertakes that:**
  - 6.1. No agency other than **PropDirect** will be mandated to sell the property.
  - 6.2. I/we will not personally market or sell the property.
  - 6.3. I/we will not in any way hinder, frustrate, or prevent the abovementioned AGENCY from effecting a sale in terms of this mandate.
  
7. The Seller irrevocably agrees to pay **PropDirect** on demand as liquidated damages the sum equal to the commission plus VAT referred to in Clause 4 hereof if :
  - 7.1. After the expiry of the said period, the Property is sold to any person who was introduced to the Property by **PropDirect and its agents** and who, at the time, was a willing and able buyer;
  - 7.2. The Seller does anything which effectively prevents or hinders **PropDirect** or its agents from selling or marketing the Property during the period of this Mandate;
  - 7.3. The Seller grants any other agent or agency a mandate during the currency of this mandate.
  
8. The Authority shall be binding upon the Seller and his heirs, executors, administrators, successors in title or assigns.
  
9. The Seller warrants that he has the necessary authority to grant this Selling Authority and that **if he is not the registered owner** of the property, he has the **owners authority** to act on his behalf.
  
10. **PropDirect** representatives and any prospective purchaser/s shall have access to view the property at all reasonable times.
  
11. I / we hereby warrant that I/we have disclosed to **PropDirect**, **all defects** of which I/we are aware of as noted on the attached listing sheet (Annexure B). In addition, I/we hereby confirm that the defects on the attached listings sheet are accurate at the time of disclosure and that the property be marketed as such. **I/we am/are not aware of any other defects on the property other than those disclosed herein and indemnify PropDirect against any claims that may be made against it, arising from any failure on my part, to disclose any such defects.**

12. In the event of a sale through PropDirect, AMC HUNTER INC shall be the nominated Conveyancers to attend to the transfer of the property, unless agreed to otherwise in writing, as per the Conveyancers Undertaking Annexure-A hereto.

13. PropDirect shall also have the right to affix a PropDirect board advertising the property for sale, and once sold, that it has been sold.

I consent to receive electronic communications (such as emails, direct messaging, SMS) from PropDirect.	YES		NO	
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THUS DONE AND SIGNED BY THE PARTIES ON THE DATES STATED HEREUNDER:

\_\_\_\_\_( )  
WITNESS DATE

\_\_\_\_\_( )  
OWNER DATE

\_\_\_\_\_( )  
AGENT DATE

\_\_\_\_\_( )  
SPOUSE DATE

(or duly authorised representative)



## DUAL MANDATE

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14. I/We, the undersigned \_\_\_\_\_  
\_\_\_\_\_

*(herein after referred to as "the Seller")*

ADDRESS	
CONTACT NO	
EMAIL	

15. Being the owner/s of the property:

(Stand / Erf no) \_\_\_\_\_ In the township  
of \_\_\_\_\_

Known as (Street Address) \_\_\_\_\_

*(herein after referred to as "the property")*

16. Hereby irrevocably instruct:

\_\_\_\_\_ (Agency 1)

and

\_\_\_\_\_ (Agency 2)

(the nominated agencies) to procure a willing and able purchaser for the abovementioned  
property for the sum of R-

\_\_\_\_\_ (plus VAT)

or any such other price mutually agreed upon between the purchaser and myself.

17. The seller shall pay the AGENCY who is the Effective Cause of Sale a commission of  
\_\_\_\_% (\_\_\_\_\_ percent) plus VAT calculated on the purchase price,  
and no other AGENCY shall have any claim for commission save to the extent that  
where a commission split is agreed upon in writing between such AGENCIES, the  
conveyancers shall be notified accordingly and the Conveyancers are authorised to  
make payment accordingly. The commission shall be deemed to have been earned upon  
the fulfilment of all suspensive conditions to the contract and the Conveyancers (or

anyone else controlling the proceeds of the sale) are hereby irrevocably authorised and directed to make payment accordingly upon registration of transfer of the property.

**18.** This Dual Mandate shall endure for a period of \_\_\_\_ days/months from \_\_\_\_\_ until \_\_\_\_\_ (THE MANDATE PERIOD), whereafter the Mandate shall continue as an OPEN MANDATE, enabling the seller to market through other Agencies as well.

**19. During the aforesaid period the seller undertakes that:**

**19.1.** No agency other than the **Nominated Agencies** will be mandated to sell the property.

**19.2.** I/we will not personally market or sell the property.

**19.3.** I/we will not in any way hinder, frustrate, or prevent the abovementioned AGENCIES from effecting a sale in terms of this mandate.

**20.** The Seller irrevocably agrees to pay the nominated Agencies on demand as liquidated damages the sum equal to the commission plus VAT referred to in clause 4 hereof if :

**20.1.** Introduced to the Property by the nominated Agencies and their Agents and who, at the time, was a willing and able buyer;

**20.2.** The Seller does anything which effectively prevents or hinders the nominated Agencies and their Agents from selling or marketing the Property during the period of this Mandate;

**20.3.** The Seller granting any other agent or agency a mandate during the currency of this mandate.

**21.** The Authority shall be binding upon the Seller and his heirs, executors, administrators, successors in title or assigns.

**22.** The Seller warrants that he has the necessary authority to grant this Selling Authority and that if he is not the registered owner of the property, he has the owners authority to act on his behalf.

**23. PropDirect** representatives and any prospective purchaser/s shall have access to view the property at all reasonable times.



## OPEN MANDATE

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1. I/We, the undersigned, \_\_\_\_\_  
*(herein after referred to as "the Seller")*

ADDRESS	
CONTACT NO	
EMAIL	

2. Being the owner/s of the property:  
 (Stand / Erf no) \_\_\_\_\_ In the township  
 of \_\_\_\_\_  
 Known as (Street Address) \_\_\_\_\_  
*(herein after referred to as "the property")*

3. Hereby irrevocably instruct **PropDirect** to procure a willing and able purchaser for the abovementioned property for the sum of R \_\_\_\_\_  
 ( \_\_\_\_\_ ) (plus VAT)  
 or any such other price mutually agreed upon between the purchaser and myself.

The seller shall pay **PropDirect** a commission of 6% (six percent), plus VAT calculated on the purchase price, upon the conclusive sale of the property. The Conveyancers are hereby authorised and directed to pay such commission against registration of transfer of the property.

This mandate shall endure for a period of \_\_\_ days/months from \_\_\_\_\_ until \_\_\_\_\_.

**PropDirect** and its agents together with any prospective purchaser/s shall have access to view the property at all reasonable times, by prior appointment.

**PropDirect** shall also have the right to affix a FOR SALE board advertising the property for sale, and once sold, that it has been sold.

I consent to receive electronic communications (such as emails, direct messaging, SMS) from PropDirect.	YES	NO	
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THUS DONE AND SIGNED BY THE PARTIES ON THIS DATE: \_\_\_\_\_

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**OWNER**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**AGENT**

## FREEHOLD OFFER TO PURCHASE – Info Page of CMA Info

### FOR TRAINING PURPOSES ONLY

PROPERTY ADDRESS	As appears in CMA Info or Lightstone
<b>SELLERS</b> <b>TYPE</b>	Private, Trust, Company, CC – See NOTES at end
<b>SELLER 1</b>	As NAME appears in ID (at this point establish how married to enable spouse to sign)
ID/REG NO.	As appears in ID
CONTACT NO.	Cell No/s
EMAIL	As per Seller
<b>SELLER 2</b>	
ID/REG NO.	
CONTACT NO.	
EMAIL	
<b>BUYERS</b> <b>TYPE</b>	Private, Trust, Company, CC – See NOTES at end
<b>BUYER 1</b>	As NAME appears in ID (at this point establish how married to enable spouse to sign)
ID/REG NO.	As appears in ID
CONTACT NO.	Cell No/s
EMAIL	As per Seller
<b>BUYER 2</b>	
ID/REG NO.	
CONTACT NO.	
EMAIL	
<b>AGENTS</b>	
<b>AGENT 1</b>	Full Name
FFC NO.	???????
CONTACT NO.	082 404 3167
EMAIL	ahmed@prop-direct.com
<b>AGENT 2</b>	
FFC NO.	
CONTACT NO.	
EMAIL	

**PROPERTY DESCRIPTION:** As it appears in CMA Info

**SITUATED AT NO:** \_\_\_\_\_ **STREET** \_\_\_\_\_ (THE PROPERTY)

**ESTIMATED MONTHLY RATES:** As it appears on CMA Info



**D. SALE SUBJECT TO SALE OF ANOTHER PROPERTY (sale not conclusive) Clause 16**

This agreement is subject to the conclusive sale of the PURCHASER'S PROPERTY namely \_\_\_\_\_ (insert address)

no later than \_\_\_\_\_ failing which this agreement shall lapse and be of no further force and effect. **(DIARISE)**

The PURCHASER shall pay all cash amounts payable in terms of this Contract, into the Trust Account of the Conveyancers. The Conveyancers shall invest such amounts upon **completion of the Conveyancer's Investment Mandate** and compliance with FICA, in an interest-bearing account for the benefit of the PURCHASER, pending transfer. **Make SELLER & BUYER aware of this**

**E. THE OCCUPATION DATE **DIARISE****

(By not later than 13h00 on) **Preferably ON REGISTRATION OF TRANSFER.**  
***Not Negotiable. Do not encourage early occupation.***

**4 OPTIONS:**

**1. Registration of Transfer (most common) – Safer**

Sellers want comfort that purchase price and costs have been paid before occupation.

The negative – no control over when transfer will be registered.

Ambiguous – can be manipulated to delay transfer

Agent must demand weekly updates from conveyancer to enable tracking

**2. A Specific date – Target date**

Accelerates Transfer – by creating a focus on obligations by all parties

Clarity – clear and transparent - assists to plan ahead

**3. Before Registration of Transfer:**

Will accelerate registration

**4. "Back to Back" transfer:**

difficult to have one common occupation date

**Agents Responsibility:** To obtain weekly updates from Conveyancer to be able to track expected transfer Diarise a month prior to transfer to prepare seller to leave

**F. MONTHLY OCCUPATIONAL RENT – **Generally 1% of purchase price or Market Value****

R: \_\_\_\_\_  
(\_\_\_\_\_)

which amount shall be paid into the Conveyancer's Trust account. This amount shall be **exclusive of all electricity, water, sewage and refuse charges levied on the PROPERTY**, from date of occupation until Registration of Transfer and which charges the PURCHASER shall be liable for in addition to the occupational rent and which charges shall be paid immediately upon the rendering of such accounts.

**G. PURCHASER'S DOMICILIUM ADDRESS:**

PHYSICAL ADDRESS : **As per Proof of Residence**

EMAIL ADDRESS \_\_\_\_\_

(and shall be the address of the PROPERTY after occupation date.) ???

**H. SELLER'S DOMICILIUM ADDRESS:**

PHYSICAL ADDRESS : **As per Proof of Residence**

EMAIL ADDRESS \_\_\_\_\_

**I. GUARANTEE**

Means a written Guarantee or undertaking by a BANK (or other person approved by the CONVEYANCER) on the usual terms of such Institution acceptable to the CONVEYANCER in terms whereof an amount of money is expressed to be payable to the SELLER or his nominee upon Transfer.

**J. THE AGENCY: PROPDIRECT (PTY) LTD**

**K. THE AGENT**

NAME: \_\_\_\_\_

FFC: \_\_\_\_\_

**L. THE CONVEYANCER**

NAME: **Chosen by Seller or as recommended by Agent. DO NOT allow purchaser to appoint the Conveyancer, irrespective of reasons given.**

CONTACT PERSON: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**M. THE EFFECTIVE DATE ( Calender Days) DIARISE**

A. \_\_\_\_\_ the date by which a loan is to be approved (if applicable).

- 1. 21 to 30 days (for salaried persons) - after acceptance of offer
- 2. 30 to 45 days (for self-employed persons) - after acceptance of offer

**Bond Process includes: 1. Application (1 – 3 days). 2. AIP (4 – 7 days). 3. Bond Grant Issued ( 7 – 10 days). 4. Issuing of Guarantee ( 7 – 10 days)**

**N. FIXTURES AND FITTINGS:**

The PROPERTY is sold inclusive of all fixtures and fittings of a permanent nature, which the SELLER confirms to be his exclusive property and fully paid for. These, together with the following movables, which are specially included, are sold voetstoots:

		YES	NO
1	All fixed light fittings, ceiling fans, chandeliers		
2	All keys and remotes		
3	The stove / eye-level oven / hob / extractor fan/ gas bottle		
4	All pool cleaning equipment, which the SELLER confirms to be in good working order		
5	All fitted carpets, fitted cupboards, shelves		
6	Curtain rods, rings, rails, pelmets and blinds		
7	Water storage tanks, pumps & associated equipment		



8	Solar panels		
9	Satellite Dish		
10			
11			
12			

**O. FURTHER TERMS OF THE AGREEMENT:**

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## **THE AGREEMENT**

### **1. SALE**

The PURCHASER hereby Purchases the PROPERTY on the terms and conditions as set out below and in accordance with the Schedule.

### **2. GENERAL**

- 2.1** In the event of there being more than one **SELLER** or more than one **PURCHASER** they shall be deemed to be bound jointly and severally for their respective obligations in terms of this **AGREEMENT** and unless otherwise stated the **PURCHASERS** shall be deemed to purchase the **PROPERTY** in equal and undivided shares. Any reference in this agreement to 'he' shall include a reference to 'she' and 'it' where appropriate.
- 2.2** In the event that any one or more of the provisions contained herein are, for any reason, held to be invalid, this shall not affect any other provisions of this **AGREEMENT**, but this **AGREEMENT** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- 2.3** In terms of the **FINANCIAL INTELLIGENCE CENTRE ACT (FICA)** the parties are required to provide the Agency and the Conveyancers with documentation and a failure to do so shall constitute a **material breach of the agreement**.
- 2.4** The **PURCHASER** acknowledges that no indulgence, extension of time or any failure on the part of the **SELLER** to exercise his rights in terms hereof shall constitute a waiver of any of the **SELLER'S** rights in terms hereto.

### **3. POSSESSION ON TRANSFER**

- 3.1** The risk in and to the property, shall pass to the **PURCHASER** on the **DATE OF TRANSFER** from which date the **PURCHASER** shall be liable for all rates, taxes, insurances, levies, and other outgoings in respect of the **PROPERTY** and shall likewise be entitled to all income and other benefits therefrom.
- 3.2** The **SELLER** hereby indemnifies the **PURCHASER** against any claims that may be made in respect of any Municipal Services (including but not limited to rates,

water, electricity, and sewerage) applicable to any period prior to Registration of Transfer. **Rates clearance certificate will confirm arrears**

- 3.3** The **PURCHASER** undertakes to, within **5 (FIVE)** days of Registration of Transfer, attend on the Municipality to open their own rates, electricity and water account. **The Conveyancer should provide a letter to purchaser and seller confirming the transfer. The Purchaser & Seller must take this letter, Copy of ID and POR to register or Cancel the Municipal Accounts. Remind Purchaser to register for RATES and Seller to Cancel his rates. [DIARISE](#)**

#### **4. OCCUPATION ON OCCUPATION DATE**

- 4.1** Occupation of the PROPERTY shall be given by the SELLER to the PURCHASER on the Occupation Date. The PURCHASER shall pay to the SELLER the Occupational Rental which shall be paid, without deduction, demand or set off, by not later than the fourth day of each calendar month from the Occupation Date until Date of Transfer provided that such Occupational Rental shall be proportionately reduced in respect of any uncompleted calendar month.
- 4.2** Should the SELLER remain in occupation after the Date of Registration of the Property, the SELLER shall likewise pay Occupational Rental to the PURCHASER and the provisions of sub-clause 4.1 above shall apply.

#### **ADDENDUM**

- 4.3** Nothing in this AGREEMENT shall be construed to create a Lease Agreement
- 4.4** The SELLER will maintain the PROPERTY in good order and repair until Date of Occupation.

#### **5. PENALTY INTEREST**

In the event of there being any delay in connection with the Registration of Transfer for which the PURCHASER / SELLER is responsible, the PURCHASER / SELLER undertakes in addition to any payment which may be due in terms of Clause 6, to pay interest calculated on the Purchase Price at the rate of Prime plus 5 % (five percent) calculated from the date that the PURCHASER / SELLER has been notified in writing by the SELLER / PURCHASER (or the AGENCY) as being in mora (in breach), to the date upon which the PURCHASER / SELLER has ceased to be in mora (in breach).

#### **6. VOETSTOOTS (PROPERTY SOLD 'AS IS')**

- 6.1** The PROPERTY is sold Voetstoots, in its present condition, and the PURCHASER acknowledges that he has thoroughly inspected the PROPERTY before he has signed this AGREEMENT, and that he has acquainted himself with its nature, extent, locality, conditions of title, servitude, leases, any conditions which may adversely affect the value of the PROPERTY, including any statutory and other rules relating thereto and shall have no claim whatsoever against the SELLER or the AGENCY for any **defects** in the PROPERTY whether Latent (**not visible on inspection**) or Patent (**visible on inspection**). **Sellers Declaration**
- 6.2** In terms of the provisions of Regulation 29(3) of the National Environmental Management: Biodiversity Act 2004, the SELLER confirms that to the best of his knowledge there are no invasive species, as listed in the Act and the regulations

thereto, on the PROPERTY as at the date of signature. Should any such plants exist, either at the date of sale or upon Transfer, then in that event the SELLER shall cause such plants to be eradicated immediately upon the SELLER becoming aware of the existence of such invasive species. Notwithstanding this, the PURCHASER understands that as of date of transfer, as the new owner of the property, it shall be incumbent upon the PURCHASER, to ensure that any such plants as may exist or may come into existence, are eradicated, in compliance with the Act.

## 7. TRANSFER

- 7.1 The PURCHASER shall **not be entitled to take Transfer unless the full purchase price has been secured** to the satisfaction of the Conveyancers.
- 7.2 The PURCHASER **shall be liable for all costs in relation to Transfer** and BOND (if applicable) including but not limited to Transfer Duty, CONVEYANCER'S fees, VAT and other charges in relation thereto and for the costs associated with the Registration of any BOND required by him. Such costs shall be paid in cash or by other means acceptable to the CONVEYANCER upon request thereof.
- 7.3 The parties shall sign all documents and **provide all information requested** in order to give effect to the terms of this AGREEMENT and the Registration of Transfer, upon request by the Conveyancers.

## 8. PROFESSIONAL BROKERAGE FEES:

- 8.1 The PURCHASER and SELLER confirm that the PURCHASER was **introduced** to the SELLER and/or the PROPERTY by **PROPDIRECT** and by no other agent or agency and that no other agent or agency was the effective cause of the sale. The PURCHASER hereby indemnifies the SELLER from any other commission claims that may arise.
- 8.2 The SELLER shall pay commission at the rate of 6% (six percent) of the Purchaser price, plus VAT, to **PROPDIRECT**, which commission will be earned upon conclusion of this AGREEMENT and the subsequent fulfilment of any **suspensive conditions** contained herein, and shall be payable no later than the date of Registration of transfer.
- 8.3 In the event that the **sale is cancelled** the defaulting party shall remain liable for payment of the commission. A consensual cancellation between the parties shall for purposes of this clause, be deemed to be a default by the SELLER.
- 8.4 The SELLER by his signature hereto, cedes to **PROPDIRECT** such portion of his claim for damages against the PURCHASER arising from any cancellation due to breach by the PURCHASER equivalent to the value of the agreed commission.
- 8.5 Should it appear prior to transfer that there will be **insufficient funds** from the proceeds on Registration of Transfer to pay the commission for whatever reason, the CONVEYANCERS are specifically instructed to withhold registration of transfer until such time as the SELLER has secured, in a manner acceptable to **PROPDIRECT** such deficit.
- 8.6 The SELLER confirms by his signature hereto, that any **defects** not specifically recorded herein, were not communicated to the AGENT and/or **PROPDIRECT**.

**8.7** Neither the AGENT nor **PROPDIRECT** shall be responsible in any way for any **defects** in or to the PROPERTY not specifically recorded herein. **PROPDIRECT** shall not be responsible in any way whatsoever for the carrying out of the terms of this AGREEMENT by either party notwithstanding that the **PROPDIRECT** and its AGENT may assist one of both parties towards the completion of this transaction.

## **9. DEFAULT – PURCHASER**

**9.1** Should the PURCHASER default on any of his obligations arising from this agreement which shall include (but not limited to) the payment of any amounts due in terms of this agreement, and remaining in breach in the event of any of the amounts in the Purchase Price, Occupational Rent, Transfer or BOND Costs and/or other charges remaining unpaid or in the event of any obligations for which the PURCHASER is liable herein remaining unfulfilled for a **period of 7 (SEVEN) days** after the date of receipt of a written notice addressed to the PURCHASER by or on behalf of the SELLER, calling upon the PURCHASER to make such payment and/or to fulfill such obligations, the SELLER shall have the option of either **enforcing this AGREEMENT** or of **cancelling the AGREEMENT** and re-entering into Possession of the PROPERTY without further notice to the PURCHASER.

**9.2** Should the AGREEMENT be cancelled as a result of any default by the PURCHASER, all improvements made to the PROPERTY herein shall become the property of the SELLER without compensation to the PURCHASER. Any payment made on account of the Purchase Price and/or interest shall be forfeited by the PURCHASER to the SELLER as “rouwkoop” or a penalty or as a genuine pre-estimate of liquidation damages, without prejudice to the SELLER’S rights to recover any damages howsoever incurred as the result of such cancellation. The PURCHASER understands that he may approach the Court to reduce such “rouwkoop” or penalty payment in the event that such amount is substantially more than the actual financial loss suffered by the SELLER by virtue of his default.

**9.3** In the event of any party including PROPDIRECT having to consult with ATTORNEYS 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 said ATTORNEYS’ costs of the ATTORNEY and own client scale.

## **10. DEFAULT – SELLER**

In the event that the SELLER is in default of any of his obligations arising from this AGREEMENT, and remain in default for a period of 7 (SEVEN) days of receipt of a written notice addressed to the SELLER by or on behalf of the PURCHASER, calling upon the SELLER to fulfill such obligations, then in such event the PURCHASER may elect to either enforce this AGREEMENT, or cancel same, without prejudice to any other rights he may have.

## **11. IMPROVEMENTS**

The PURCHASER shall not be entitled to make any improvements to the PROPERTY, nor alterations to any existing improvements on the property, without the prior written consent of the SELLER, before transfer. Should this AGREEMENT be cancelled for any reason whatsoever, the PURCHASER shall not be entitled to any compensation in respect of any improvements whether made with or without the SELLER'S consent.

## **12. DOMICILIUM As per POR**

**12.1** The PURCHASER'S and SELLER'S addresses as referred to in the SCHEDULE herein shall for all purposes under this AGREEMENT be their domicilium citandi et executandi (being the address to which all notices may be sent).

**12.2** Notices shall either be delivered by hand, or send via email and such notices shall be deemed to have been received upon transmission or upon delivery by hand.

**12.3** Should it transpire that a party had in fact received a notice (regardless of the mode or place of service) then such actual notice shall be deemed to be valid service.

## **13. WHOLE CONTRACT Refers to only that is agreed to in this agreement is binding and can only be changed by an addendum signed by all parties concerned**

This Agreement constitutes the entire contract between the SELLER and the PURCHASER and any acts, representations, announcements, statements, warranties, guarantees or conditions not recorded herein shall be of no force or effect whatsoever, the PURCHASER acknowledging that neither the SELLER nor any person acting on his behalf has made any representations, announcements, statements or warranties inducing the conclusion of this AGREEMENT.

**In particular, the SELLER and PURCHASER shall have no claim against PROPDIRECT whatsoever in respect of any statement or representation relating to the PROPERTY or improvements thereon or as to any matter or thing arising in any negotiations prior to the conclusion of this AGREEMENT.**

## **13. BANK LOAN (See Clause C in Schedule, if applicable)**

**13.1** The loan referred to in Clause C is to be paid on Registration of Transfer and is to be provided by the raising of a BANK Loan on first mortgage on security of the PROPERTY. This entire AGREEMENT is subject to the condition that the PURCHASER is able to arrange such Loan by the **EFFECTIVE DATE**.

**13.2** This entire AGREEMENT is **subject to** the condition that the PURCHASER or the PURCHASER'S Agent on behalf of the PURCHASER, is able to arrange such Loan on the usual BANK Terms and Conditions for Mortgage Loans in the Banking Industry on or before the **EFFECTIVE DATE**. **(SUSPENSIVE)**

- 13.3** The PURCHASER shall co-operate fully with PROPDIRECT its agents and the BANKS to ensure that proper and timeous application is made for such Loan and provide the BANKS concerned with salary advices necessary from their employer and where self-employed, the current Financial Statements of their Company, Close Corporation, Partnership or Sole Proprietorship as the case may be, or any other documents or information as may be required for the BANK to assess the application.
- 13.4** This condition will be fulfilled on receipt of **written confirmation from a BANK** to the CONVEYANCERS, the PURCHASER or the AGENCY that the BOND has been granted in principle, or on receipt of a quotation or pre-agreement by the BANK confirming such approval in principle on their usual terms and conditions.
- 13.5** The **PURCHASER understands that he is under a legal obligation to apply for a BOND** for the amount required, and to co-operate fully with the BANK or MORTGAGE ORIGINATOR appointed by PROPDIRECT and /or the SELLER in order to secure such BOND. The PURCHASER further understands that should **he fail to co-operate**, and the BOND is either not approved in time, or is declined because of a failure on his part to co-operate, **he may still be bound to the AGREEMENT**, as the Suspensive Conditions may be considered as having been fictionally fulfilled by a Court of Law. **READ THIS TO THE PURCHASER**
- 13.6** Should such Loan not be granted in principle, OR should the quote not be issued, (whichever is applicable) by the EFFECTIVE DATE, the parties specifically agree that the time period shall be automatically extended for a further period of 14 (FOURTEEN) days. **Should the Loan not be granted within the extended period, this AGREEMENT shall be automatically cancelled and be of no further force and effect.**
- 13.7** This condition has been inserted for the benefit of the PURCHASER and can be **waived** in writing by the PURCHASER at any time prior to the EFFECTIVE DATE (or the extended period referred to in Clause 14.6. Should the PURCHASER waive the condition then the PURCHASER undertakes to pay the full Purchase Price in to TRUST with the CONVEYANCERS, or provide Guarantees for payment thereof, to the satisfaction of the CONVEYANCERS, within 7 (SEVEN) days of such Waiver or such further period as the SELLER may agree to in writing.

## **14. COMPLIANCE CERTIFICATES See Notes at end of Agreement**

**Notwithstanding the provisions of clause 6 hereof in terms whereof the PROPERTY has been sold voetstoots (that is, as is), the SELLER shall provide the CONVEYANCERS with the following certificates prior to transfer:**

### **14.1 PEST CONTROL**

A certificate issued by an Entomologist confirming that there is no evidence of active infestation by timber destroying insects or creatures (excluding Ambrosia and Ernobius Mollis which are considered harmless). Should there be evidence of any such infestation, the SELLER shall, at his expense, cause such infestation to be eradicated within 21 (TWENTY ONE) days of being advised thereof to enable such report or certificate to be issued. Such certificate shall not predate the date of the AGREEMENT by more than 3 (THREE) months.

### **14.2 ELECTRICAL INSTALLATION COMPLIANCE CERTIFICATES**

**14.2.1** A Certificate of Compliance in terms of Regulation 7(1) of the Electrical Installation Regulations (No.242 Of March 2009), issued by an accredited person who is registered with the Department of Labour, certifying that the electrical installation of the premises is in accordance with SANS 10142- Should the aforesaid accredited person report that there is a fault or defect in the electrical installation, the SELLER shall be obligated, at his expense within 21 (TWENTY ONE) days of receipt of such report and recommendations, to contract with an Electrical Contractor or any other qualified person to carry out the repairs as recommended so as to enable the accredited person to issue the Certificate aforesaid.

**14.2.2** If the Certificate of Compliance referred to in sub-clause 15.2.1 pre-dates this agreement, then the SELLER confirms that the said Certificate is valid in respect of all the electrical installations of the PROPERTY and warrants that he has not modified or altered the installation and is not aware of any alteration of modification having been effected since the issue of the Certificate. Such Certificate should not be older than 2 years.

### **14.3 ELECTRIC FENCE COMPLIANCE CERTIFICATE (where applicable)**

A Certificate of Compliance for any Electric Fence system on the PROPERTY, as referred to in Regulation 12(4) of Electrical Machinery Regulations, 2011 to the Occupational Health and Safety Act of 1993, to the effect that the installation complies with the provisions of Regulation 13(1) and that the installation is safe.

Should the Certificate pre-date the date of sale the SELLER warrants that he has not modified or altered the installation and is not aware of any alteration of modification having been effected since the issue of the Certificate.

## **14.4 GAS INSTALLATION CERTIFICATE (where applicable)**

A Certificate of Conformity from an accredited Gas Authority, confirming that any Gas installation on the PROPERTY complies with Section 17(3) of Government Notice R734 of 15 July (Government Gazette 32395) and which Certificate shall not be older than 12 months.

## **15. PURCHASER A COMPANY, CLOSE CORPORATION OR TRUST**

**15.1** In the event of the PURCHASER acting in the capacity of an Agent or Trustee for a Company or Close Corporation and or Trust that already exists, or in the capacity of an Agent for a Company to be formed, the signatory to this agreement shall be personally liable should the Purchasing Company, Close Corporation or Trust not perform in terms of this AGREEMENT, or in the event of a Company, not be formed within 30 (THIRTY) days of the date hereof, or if when it is formed it does not ratify this AGREEMENT within 7 (SEVEN) days.

**15.2** In addition, the signatory to this agreement shall be deemed to have guaranteed the obligations of the Company, Close Corporation or Trust that already exists or to be formed in terms of this AGREEMENT, as surety and co-principal debtor.

## **16. ESCAPE CLAUSE FOR THE BENEFIT OF THE SELLER (applicable only where there is a property to be sold)**

**16.1** In the event of the SELLER receiving a written Offer to Purchase from a third party prior to the fulfilment of any Suspensive Condition to this AGREEMENT and which further Offer has no Suspensive Condition/s or in which the Suspensive Condition/s have been fulfilled, the SELLER may call upon the PURCHASER, on written notice, to fulfil such Suspensive Condition/s within a period of **7 (Seven) days**.

**16.2** In the event of the PURCHASER being unable to fulfil the **Suspensive Condition/s** within the above period or if he does not waive such Suspensive Condition/s, then this AGREEMENT shall cease and be of no further force or effect and any monies paid by the PURCHASER shall be refunded to him.

**16.3** Notice shall be served on the PURCHASER in writing, by delivery to his domicilium address. Should the SELLER provide notice, a copy of such notice shall simultaneously be delivered to PROPDIRECT at their office on the same day.

**16.4** Notwithstanding anything to the contrary contained in the AGREEMENT, the PURCHASER may, on receipt of the notice referred to in clause **17.1 ? above**, elect, at his sole discretion, to resile from his obligations immediately, alternatively, to waive the Suspensive Condition/s. In the event of the PURCHASER wishing to resile here from, written confirmation is to be furnished by the PURCHASER to PROPDIRECT and the SELLER at their office on the same day of notice issued.





# PropDirect

REAL ESTATE SIMPLIFIED

If the person(s) signing this AGREEMENT is signing in a representative capacity, he/she warrants by his/her signature that he/she is authorized to sign this AGREEMENT on behalf of the SELLER

**Full signature by buyer and seller within the Validity Date in 28.1. constitutes a binding sale agreement**

**We hereby accept the benefits contained in this Agreement.**

\_\_\_\_\_  
PROPDIRECT ( \_\_\_\_\_ )  
DATE

## NOTES:

1. Every Page and all Alterations to be initialled.
2. Keep all initials on right hand side margin unless otherwise required.
3. Bottom of Page initials preferably at the right hand side bottom corner.
4. Go through the agreement thoroughly to check no blanks, all initials are there and all alterations have been initialled
5. Go through each Clause with both parties so that they fully understand their rights.
6. Full signature by buyer and seller within the Validity Date constitutes a binding sale

**FICA...**

## FICA

### Information required from Seller & Purchaser:

#### Single Persons (not previously married)

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- Copy of identity document or Passport for non-residents.
- Proof of current residence for example Utility Bill, Telkom account etc. valid for 2 months.
- Income tax reference number.

#### Unmarried Persons (previously married)

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- Copy of identity document or Passport for non-residents.
- If divorced, copy of divorce order.
- If widowed/widower, copy of death certificate of spouse.
- Proof of current residence for example Utility Bill, Telkom account etc. valid for 2 months.
- Income tax reference number.

#### Married Persons

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- Copy of identity document or Passport for non-residents.
- Marriage Certificate.
- Ante-Nuptial Contract (ANC), if applicable.
- Proof of current residence for example Utility Bill, Telkom account etc valid for 2 months.
- Income tax reference number.

#### Company

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- Identity documents of all Limited Company shareholders and directors, or Passport for non-residents.
- Memorandum of Articles of Association.
- In the case of a bond, the Bank may call for a letter from the auditors confirming name, address and telephone number.
- Vat registration number of the Company.
- Proof of current residence for all shareholders and directors, valid for 2 months.
- Proof of registered address for the Company.
  
- Income tax reference numbers for all shareholders and directors.
- Income tax reference number for the company.

## Close Corporations (CC's)

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- CK1 and/or CK2 documents.
- Identity documents for all members or Passport for non-residents.
- Proof of current residence for all members, valid for 2 months.
- Proof of registered address for the CC.
- Income tax reference numbers for all members.
- Income tax reference number for the CC.
- Vat registration number.

## Trusts

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- Identity documents of all the Trustees, or Passport for non-residents.
- Identity documents for beneficiaries named in the Deed of Trust.
- Proof of current residence for all Trustees, valid for 2 months.
- The Deed of Trust.
- The Letters of Authority from the Master of the High Court appointing the Trustees.
- Income tax reference numbers of the Trustees.
- Income tax reference number for the Trust.
- Proof of domicile of the Trust.
- Vat registration number for the Trust, if applicable.

## Further Information required from Seller in respect of a Transfer

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- Bond Account Number and Name of Bank. Should your home loan be linked to any overdraft or other facility, please make arrangements to have it moved.
- Metro account – all pages. Should you have prepaid electricity, please provide us with the meter number.
- Managing Agents or Body Corporate contact details and levy statement, if applicable.
- Homeowner's Association (HOA) contact details, if applicable.
- Compliance Certificates (Electrical, Entomologist, Gas and Electric Fence), if not being arranged by an Estate Agent on your behalf.

## **NOTES FOR CLAUSE 14: COMPLIANCE CERTIFICATES**

### **ELECTRICAL COC AND ELECTRIC FENCING**

1. Contractual & Legal Obligation
2. Valid for 2 years – provided no alterations
3. Not a Deeds Office Requirement. Bond Bank/Attorneys will ask for it
4. Cannot be waived but responsibility can be shifted
5. Regulation: section 22 states:

**Responsibility of issuance lies with SELLER. No person shall sell or market any machinery (by definition includes an electrical installation) unless a valid COC has been issued by a Registered Person**

## GAS COC

1. Contractual & Legal Obligation
2. No Valid Period – Required each time a property is sold
3. Not a Deeds Office Requirement. Bond Bank/Attorneys will ask for it
4. Cannot be waived but responsibility can be shifted

## ENTOMOLOGY

1. Contractual & Legal Obligation
2. No Valid Period – Required each time a property is sold
3. Not a Deeds Office Requirement. Bond Bank/Attorneys will ask for it
4. Cannot be waived but responsibility can be shifted

### Areas include:

1. Interior & Exterior
2. Roof Space & Sub Space
3. The Site – Tree stumps within 50 metres of building
4. All accessible timber

### Areas Not Included:

5. Furniture & Fittings & Stored Items
6. Concealed & Inaccessible Timber

## SECTIONAL TITLE OFFER TO PURCHASE

### **PROPERTY DESCRIPTION: CMA Info or Lightstone**

SECTION NO(S) \_\_\_\_\_ OF SS \_\_\_\_\_ (KNOWN AS DOOR/UNIT NO) \_\_\_\_\_

SECTION NO/EXCLUSIVE USE AREA \_\_\_\_\_ (KNOWN AS GARAGE NO) \_\_\_\_\_

SECTION NO/EXCLUSIVE USE AREA \_\_\_\_\_ (KNOWN AS STOREROOM NO) \_\_\_\_\_

Establish if Exclusive Areas is a Notarial Deed or Registered on Body Corporate Rules: Refer to CMA Info. EUA should have a separate Section No. If not then EUA is as per Body Corporate Rules.

IN THE SECTIONAL TITLE COMPLEX KNOWN AS: \_\_\_\_\_

SITUATED AT NO: \_\_\_\_\_ STREET \_\_\_\_\_

WITH AN ESTIMATED FLOOR SIZE OF \_\_\_\_\_ M<sup>2</sup>

ESTIMATED MONTHLY LEVY  
\_\_\_\_\_ ( \_\_\_\_\_ )

ESTIMATED ESTATE LEVY OF  
\_\_\_\_\_ ( \_\_\_\_\_ )

ESTIMATED MONTHLY RATES OF \_\_\_\_\_ ( \_\_\_\_\_ )

TOGETHER WITH ITS UNDIVIDED SHARE IN THE COMMON PROPERTY APPORTIONED TO THAT/THOSE SECTION(S) IN ACCORDANCE WITH THE PARTICIPATION QUOTA (is the size of the unit/section expressed as a percentage of the combined sizes of all units/sections and the share in the common property allocated to each unit) OF THAT/THOSE SECTION(S) (THE PROPERTY), ON THE TERMS AND CONDITIONS AS SET OUT HEREIN. A RIGHT TO EXTEND THE SCHEME (IE BUILD MORE UNITS) HAS/ HAS NOT BEEN RESERVED OVER THE PROPERTY.

SHOULD THE BODY CORPORATE RAISE A SPECIAL CONTRIBUTION (LEVY) AS DEFINED IN SECTION 3 (4), READ WITH SECTION 3(1) OF THE SECTIONAL TITLE MANAGEMENT ACT, SUCH CONTRIBUTION, SHALL BE PAID PRO-RATA BY THE SELLER UP TO DATE OF TRANSFER, AND BY THE PURCHASER FROM DATE OF TRANSFER

## SELLER'S SCHEDULE

THIS FORM IS TO BE COMPLETED AND MAILED TO ADMIN, TOGETHER WITH ATTACHED COPIES OF DOCUMENTS IN TERMS OF THE FICA AND DEEDS REGISTRIES ACT.

COPIES OF DOCUMENTS ATTACHED IN TERMS OF THE FICA AND DEEDS REGISTRIES ACTS: PLEASE ATTACH THE FOLLOWING:

LIST OF DOCUMENTS	TICK WHAT YOU HAVE ATTACHED
Green Bar-Coded Identity Book/ ID Card = if lost, application thereof must be made & proof of application to be forwarded to us (for both spouses)	
Marriage Certificate ( if applicable )	
Antenuptial Contract ( if applicable )	
Proof of residential address (not older than 3 months)	
<b>Divorce Order (if applicable)</b>	

SARS INFORMATION REQUIRED	
Income Tax reference number	
Proof of Income Tax Nr ( SARS or IRP5)	
Vat vendor number (if applicable )	
How is property to be occupied (primary residence/ let as residence / business purposes / other)?	
<b>Passport number &amp; country of residence if non-resident</b>	
Is property subject to Capital Gains Tax?	
How is property occupied (primary residence/ let as residence/business purposes/other)?	
Is property enterprise for VAT purposes and if so whether input tax was claimed in respect thereof?	
– if earnings are over R60 000.00 per annum application for an income tax number to be made & proof of the application to be forwarded to us	

BANKING DETAILS FOR PROCEEDS: PLEASE ATTACH COPY OF BANK STATEMENT	
Name of bank	
ACB Bank code	
Account Number	
Credit Account Number	
Branch	
Type of Account	

**OTHER INFORMATION IRO THE PROPERTY:**

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CONVENTIONAL		CONVENTIONAL	
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**PLEASE ATTACH ALL PAGES OF THE RELEVANT ACCOUNTS BELOW:**

Current bond number or whereabouts of title deeds – in order to request cancellation figures – please advise if you have given 90 days’ notice in order to avoid penalty interest if applicable (Attach account)	
Physical address / Unit & section no.	
Body corporate details & contact numbers /HOA (attach account)	
Rate account	
Electricity account number	
Water account number	

Who is instructing entomologist, electrical, gas & electric fence certificates?	AGENT		SELLER	
Are there any gas appliances on the property?	YES		NO	
Is there an electric fence around the property?	YES		NO	

YOUR PRESENT PERMANENT RESIDENTIAL OR DOMICILE ADDRESS AND CONTACT DETAILS:	
ADDRESS	
POSTAL ADDRESS	
EMAIL	
CONTACT NUMBERS	

YOUR FUTURE PERMANENT RESIDENTIAL OR DOMICILE ADDRESS AND CONTACT DETAILS:	
ADDRESS	
POSTAL ADDRESS	
EMAIL	
CONTACT NUMBERS	



## **PURCHASER'S SCHEDULE**

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**THIS FORM IS TO BE COMPLETED AND MAILED TO ADMIN, TOGETHER WITH ATTACHED COPIES OF DOCUMENTS IN TERMS OF THE FICA AND DEEDS REGISTRIES ACT**

**COPIES OF DOCUMENTS ATTACHED IN TERMS OF THE FICA AND DEEDS REGISTRIES ACTS:**

**PLEASE ATTACH THE FOLLOWING:**

LIST OF DOCUMENTS	TICK WHAT YOU HAVE ATTACHED
Green Bar-Coded Identity Book/ ID Card = if lost, application thereof must be made & proof of application to be forwarded to us (for both spouses)	
Marriage Certificate ( if applicable )	
Antenuptial Contract ( if applicable )	
Proof of residential address (not older than 3 months)	
<b>Divorce Order (if applicable)</b>	

SARS INFORMATION REQUIRED	
Income Tax reference number	
Proof of Income Tax Nr ( SARS or IRP5)	
Vat vendor number (if applicable and will input tax be claimed in respect thereof)	
How is property to be occupied (primary residence/ let as residence / business purposes / other)?	

BANKING DETAILS FOR REFUNDS: PLEASE ATTACH COPY OF BANK STATEMENT	
Name of bank	
ACB Bank code	
Account Number	
Credit Account Number	
Branch	
Type of Account	

DETAILS OF HOW PURCHASE PRICE IS TO BE PROCURED		
Source of funds for deposit of	R:	

Bond Amount	
Prior Sale	

BOND ATTORNEY'S DETAILS (IF APPLICABLE)	
NAME	
EMAIL	
CONTACT NUMBERS	
CONTACT PERSON	

TRANSFER ATTORNEY'S DETAILS (IF APPLICABLE)			
(KINDLY ATTACH A COPY OF SALE AGREEMENT)			
NAME			
EMAIL			
CONTACT NUMBERS			
CONTACT PERSON			
Are funds IRO transfer costs to be secured from this sale?	YES		NO

PURCHASER'S DETAILS	
ADDRESS	
POSTAL ADDRESS	
EMAIL	
CONTACT NUMBERS	

## SALE COVER

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DATE OF SALE	
SALE NUMBER	
ADDRESS	

<b>SELLER</b>	
ADDRESS	
SELLER SOURCE	
CONTACT NO.	
WORK NO.	
EMAIL	

<b>PURCHASER</b>	
ADDRESS	
SELLER SOURCE	
CONTACT NO.	
WORK NO.	
EMAIL	

**BOND APPLICATION:**

INSTITUTION: \_\_\_\_\_

**FINANCES:**

<b>PURCHASE PRICE</b>		<b>1<sup>ST</sup> DEPOSIT</b>	
<b>BOND BALANCE</b>		<b>2<sup>ND</sup> DEPOSIT</b>	

DATE OF OCCUPATION: \_\_\_\_\_

<b>TENANT</b>	
CONTACT NO.	
WORK NO.	
EMAIL	
COMMENTS	

<b>CONVEYANCER</b>	
CONTACT PERSON	
ADDRESS	
CONTACT NO.	
EMAIL	

<b>ENTOMOLOGIST/ELECTRICAL/GAS/ELECTRIC FENCING</b>	<b>PROPDIRECT</b>		<b>SELLER</b>	
<b>ENTOMOLOGIST</b>				
<b>DATE</b>		<b>CERT:</b>		
<b>ELECTRICAL</b>				
<b>DATE</b>		<b>CERT:</b>		
<b>GAS</b>				
<b>DATE</b>		<b>CERT:</b>		
<b>FENCE</b>				
<b>DATE</b>		<b>CERT:</b>		

**SPECIAL CONDITIONS:** \_\_\_\_\_

**DUE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

<b>PURCHASE PRICE</b>	
<b>COMM. PERCENTAGE</b>	
<b>COMM. REFERRAL</b>	
<b>COMM. SPLIT</b>	
<b>MANDATE TYPE</b>	
<b>SELLING AGENT</b>	
<b>LISTING AGENT</b>	

**COMMISSION ALLOCATION:**

<b>COMMISSION</b>	<b>R</b>
<b>VAT</b>	<b>R</b>
<b>TOTAL</b>	<b>R</b>

LESS OUTSIDE COMMISSION: R \_\_\_\_\_

PLUS VAT	
TOTAL	

LESS REFERRAL: R \_\_\_\_\_

PLUS VAT	
TOTAL	

DUE TO PROPDIRECT: R \_\_\_\_\_

PLUS VAT	
TOTAL	

AGENT	LISTING/SELLING	COMMISSION DUE

DUE TO PROPDIRECT: R \_\_\_\_\_

OTHER COMMISSION RE-CALCULATIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SELLING AGENT SIGNATURE**

\_\_\_\_\_

**LISTING AGENT SIGNATURE**

