



# Weskus Villas

## DEED OF SALE

ENTERED INTO BETWEEN -

**AUTOMATED IRRIGATION TECHNOLOGY CC**

**Registration Number 2002/026340/23**

HEREIN REPRESENTED BY E.L. KLEINHANS DULY AUTHORIZED  
THERE TO IN TERMS OF A RESOLUTION BY THE DIRECTORS  
(HEREINAFTER REFERRED TO AS THE "SELLER")

AND

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(HEREINAFTER REFERRED AS THE "PURCHASER")

**PROPERTY:**

ERF \_\_\_\_\_

# DEED OF SALE

entered into between -

## **AUTOMATED IRRIGATION TECHNOLOGY CC**

**Registration Number 2002/026340/23**

Herein represented by E.L Kleinhans duly authorized thereto in terms of a resolution by the members hereinafter referred to as the "Seller" and

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hereinafter referred as the "Purchaser"

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### **1. CONSUMER PROTECTION ACT**

Should this agreement be subject to the provisions of the Consumer Protection Act, Act 68 of 2008 and any provision hereof be in conflict with the said Act, the provisions of the said Act will prevail and be applicable as if specifically incorporated herein. The parties hereby confirm that before signing this agreement, they have made the necessary investigations and have obtained advice whether that Act is applicable and which rights and obligations will then apply.

### **2. HEADINGS**

The headings in this agreement are only for purposes of reference and shall not affect the interpretation of any of the provisions of this Agreement.

### **3. GENERAL**

The singular shall include the plural and vice versa, words denoting the masculine gender shall also be applicable to the feminine gender and words denoting individuals shall include legal personae.

It is placed on record that **Annexure A** (diagram indicating the location of property), **Annexure B** (Constitution of POA) and **Annexure C** (Building Guidelines) are deemed to be incorporated in this agreement whether or not it has been signed by the purchaser for identification purposes and the purchaser hereby confirm that he / she has been provided with copies thereof and is fully acquainted with the contents thereof.

#### 4. DEFINITIONS

CONVEYANCERS: PP SMIT ATTORNEYS

Attorneys, Notaries, Conveyancers

P O Box 1119, Vredenburg, 7380

Telephone : 022 - 7722072

PROPERTY: ERF \_\_\_\_\_ SIZE \_\_\_\_\_ Yzerfontein.  
An unimproved property, as indicated on diagram marked as **ANNEXURE A** hereto.

CONSTITUTION the written Constitution of POA, as approved by the Local Authority

DEVELOPMENT the development known as WESKUS VILLAS established on Erf 2126 Yzerfontein as shown on General Plan GP \_\_\_\_\_

POA A Property Owners' Association constituted in terms of Section 39 of the By-Law on Land Use Planning of the Swartland Municipality.

#### 5. PURCHASE

The Seller sells to the Purchaser, who purchases, the Property.

#### 6. PURCHASE PRICE

The purchase price is the sum of R \_\_\_\_\_ (which includes VAT if applicable) which shall be paid as follows:-

1. R \_\_\_\_\_ as a deposit within 14 days of signature hereof, which amount will be received and invested in trust by the Conveyancers as hereinafter stipulated;
2. \_\_\_\_\_ to the Conveyancers at Langebaan against registration of transfer. Bank Details: PP Smit Attorneys Trust Account  
Standard Bank  
Acc no: 061322539  
Branch Code: 050511

**7. VAT**

Should the percentage of VALUE ADDED TAX at any time be increased above 15%, the purchaser shall be liable to pay the increase.

**8. BOND**

1. This sale is subject to a financial institution (hereinafter referred to as the "Lender") granting a loan of not less than R \_\_\_\_\_ (hereinafter referred to as the "Loan") to the Purchaser. The Purchaser must sign and do whatever reasonably required, to obtain the loan as soon as possible.
2. On or before \_\_\_\_\_ the Purchaser shall furnish the Conveyancer with a written notification by the Lender confirming that the Loan has been granted to the Purchaser and the conditions subject to which payment of the Loan will be made. Such conditions must be acceptable to the Conveyancers.
3. In the event of the provisions of the foregoing subclause not being complied with, either of the parties may cancel this Agreement by notice.
4. On delivery of the notice referred to in the foregoing subclause, this Agreement shall be cancelled.
5. In the event of this Agreement being cancelled in terms of this clause:
  1. the Purchaser shall vacate the premisses immediately and return it to the seller in the same condition which it was received, normal wear and tear excluded;
  2. the Seller shall immediately repay any amount received in reduction of the purchase price.

After the Purchaser and the Seller have complied with all the obligations in terms of this clause, neither party shall have any claim against the other arising out of or in connection with this Agreement.

Notwithstanding anything to the contrary herein contained, the purchaser may at any stage before cancellation as envisaged in paragraph 3 hereof, repeal this clause by written notice to that effect to the Seller, whereafter this clause shall be of no force or effect.

**9. SALE OF PURCHASER'S PROPERTY**

This contract is in its whole subject to the Purchaser selling his property known as \_\_\_\_\_ on or before \_\_\_\_\_ and in consequence thereof, give transfer of that property within 8 (eight) weeks thereafter, failing which this contract will be deemed cancelled. Notwithstanding anything to the contrary herein contained the Purchaser may at any stage before expiry of the aforementioned period, repeal this clause by written notice to the seller, whereafter this clause be of no force or effect.

**10. INVESTMENT OF TRUST FUNDS**

The parties hereby authorize the Conveyancers to invest the deposit or any other payments in trust in respect of the purchase price made by the Purchaser in advance, in trust with a bank in an interest bearing account in the name of the Conveyancers for the account of the Purchaser, pending registration of transfer. The accrued interest will be paid to the Purchaser against registration of transfer. Should the transfer not be proceeded with, those funds and interest will be paid to the person who is entitled thereto in terms of this agreement.

**11. GUARANTEE**

The Purchaser shall, within 7 (seven) days of having been given notice by the Conveyancers, furnish the Conveyancers with a guarantee for payment of the balance of the purchase price and any interest due. Such guarantee must be issued by a bank or another financial institution and must be acceptable to the conveyancers. The guarantee may, however, not be called for before fulfillment of all the suspensive conditions.

**12. POSSESSION**

Possession of the Property shall be given and taken on date of registration from which date the risk of the Property passes to the Purchaser.

**13. TRANSFER**

Transfer of the Property shall be effected as soon as possible and the Conveyancers, PP Smit Attorneys, shall attend to the registration thereof.

**14. INFORMATION AND SIGNATURE OF DOCUMENTS**

At the request of the Conveyancers, the Purchaser must furnish them immediately with all the information and documents which they might require also as regards proof of the fulfillment of any suspensive condition. At the request of the Conveyancers, the Purchaser must sign and return all the transfer documents immediately. Should the Purchaser fail to comply with the conditions of this clause resulting in a delay of registration of transfer, the Purchaser will pay the interest provided for in the clause "Failure Interest" without prejudice however of the Seller's rights mentioned in the clause "Failure".

**15. RATES AND TAXES AND SERVICE FEES**

1. From possession the Purchaser shall pay all rates and taxes, service fees and other amounts levied in respect of the property. Any rates and taxes, service fees or other amounts for which the Purchaser is liable in terms of this clause and which have already been paid by the Seller, shall be paid by the Purchaser to the Conveyancers on demand.
2. Notwithstanding anything to the contrary herein contained, should the Local Authority after date of signature hereof by the Purchaser, reassess the property or any portion thereof, the Purchaser will be liable for payment of any amount which may become payable as a result of such reassessment.
3. In the event of the local authority or any other body having imposed a condition to the effect that improvements to a certain value be erected on the property within a certain period failing which an amount would annually be payable as if such improvements had been erected on the property, the Purchaser is bound by such

condition; at the request of the Conveyancers the Purchaser shall sign any undertaking or agreement which such authority may require in terms of which the Purchaser accepts liability for the due fulfillment of such condition. The expression "rates and taxes" referred to above, includes any amount which may be payable by the imposition of a condition referred to in this clause.

**16. LEVIES TO PROPERTY OWNER'S ASSOCIATION**

The purchaser shall be liable to pay all levies imposed by the Property owners association of which he/ she /it will become a member of from date of registration.

**17. CONSENT TO SALE**

In the event of the local authority or any other authority having imposed a condition in terms of which the Seller may only sell the Property with the consent of such local authority or other authority, this sale shall be subject to such consent being granted. In the event of the consent being refused, this Agreement shall be deemed to be void ab initio and neither party shall have any claim arising out of or in connections with this Agreement, against the other except that the Seller shall immediately repay any amount received in reduction of the purchase price.

**18. FAILURE INTEREST**

1. In the event of registration of transfer being delayed as a result of the Purchaser's failure to furnish a guarantee as provided hereinbefore or as a result of any other act or omission by the Purchaser, the Purchaser will pay interest on that part of the purchase price which the Seller has not yet received at a rate calculated at the prime lending rate from time to time plus 3% for the period with which registration of transfer has been delayed as a result of the Purchaser's act or omission. The interest is payable against registration of transfer. A Certificate by the Conveyancers reflecting the prime lending rate as well as the period of the delay and the interest payable by the Purchaser, will be deemed to be sufficient proof of the facts contained in the certificate and should the Purchaser dispute those facts, the onus will be on him to prove the contrary. Should the said rate exceed the maximum rate prescribed by any Act, the interest will be calculated at the maximum rate prescribed by such Act.

2. Furthermore, should the Purchaser fail to pay any other amount on due date, the Purchaser will pay interest on such amount for the period calculated from due date until payment at the rate stipulated in sub-clause 1 above.

**19. VOETSTOOTS**

The Purchaser acknowledges that -

1. the Property is bought and sold voetstoots and subject to the Title Deed whereby the Property is held and subject to any imposed conditions;
2. he has inspected the Property (and the improvements if any) and accepts it as it is;
3. he has not been induced to enter into this Agreement by reason of any representations made or guarantees given by or on behalf of the Seller.

**20. EXTENT**

The parties confirm that the extent of the Property is as mentioned in the Title Deed of the Property (or in the subdivisional diagram relating to the Property, where applicable).

In the event of it being found that the area is not as indicated, the Seller shall not be liable for any shortfall and waives any excess in favour of the Purchaser.

**21. BEACONS**

The Seller is not obliged to indicate the boundaries or beacons of the property and does not guarantee the existence of the beacons.

**22. IMPROVEMENTS**

Unless the Seller consents thereto in writing, the Purchaser may not effect any improvements or alterations to the Property before registration of transfer. In the event of the Property not being registered in the name of the Purchaser for any reason whatsoever or in the event of this Agreement being cancelled, the Seller shall not reimburse the Purchaser for any improvements or alterations made without the Seller's written consent having been obtained and the Purchaser will reimburse the Seller for all damages to the Property.



**23. FAILURE**

Notwithstanding anything to the contrary herein contained, in the event of the Purchaser -

1. failing to furnish a guarantee as hereinbefore provided, or
2. fail to pay any amount on due date, or
3. fail to comply with any other condition of this Agreement within seven days after having been requested to comply therewith,

the Seller shall have the right without giving notice to the Purchaser and without prejudice to his right to claim damages, either to cancel this Agreement and in the event of the Purchaser being in possession of the Property, re-possess the Property and retain any amounts the Purchaser has paid in connection with this transaction as roukoop, or to claim fulfillment and compliance by the Purchaser of all his obligations in terms hereof.

**24. INDULGENCE**

Should the Seller -

1. grant any indulgence to the Purchaser, or
2. accept any payment after due date, or
3. grant to the Purchaser an extension of time for complying with any of his obligations in terms of this Agreement, or
4. fail to enforce any of his rights in terms of this Agreement, or
5. waive any of his rights,

it will in no way act as an estoppel against the Seller and it will not limit or amend of the Seller's rights in terms of this Agreement and more specifically it will not prevent the Seller to enforce his rights in terms of the foregoing clause.

**25. MAGISTRATE'S COURT JURISDICTION**

Any party may in his sole discretion, institute any action arising out of or in connection with this Agreement in a Magistrate's Court having jurisdiction by virtue of Section 28 of the Magistrate's Court Act, No. 32 of 1944, notwithstanding the fact that such action would otherwise be beyond the jurisdiction of such Magistrate's Court by virtue of the provisions of Section 29 of the said Act. In terms of Section 45 of the said Act, the parties hereby give the written consent necessary to grant jurisdiction to such Court.

**26. LEGAL COSTS**

Should the Seller instruct an attorney following any act or omission by the Purchaser, the Purchaser shall pay all the Seller's costs calculated according to the Guidelines published by the Cape Law Society from time to time for non-litigious matters.

**27. NOTICE**

Any notice to be given in terms of this Agreement must be given in writing and delivered at the party's domicile to whom such notice is directed. It shall be deemed that a notice is delivered to a party -

1. on a day seven days after it has been posted to him by prepaid registered post provided it is posted within the borders of the Republic of South Africa; or
2. on the day on which it is delivered to a responsible person at the domicile of the addressee and failing such person, as soon as it has been affixed to the principle door of the building at the party's domicilium; or
3. when it has been handed to him personally; or
4. when it has been sent by fax or e-mail to the Purchaser to the fax number or e-mail address mentioned herein.

**28. DOMICILII**

As domicilium citandi et executandi where notices or letters in terms of this Agreement may be delivered and where pleading of any action out of or in connection with this Agreement may be served, the parties choose the following addresses:-

Seller: Street address:  
Postal address:  
Cellphone number:  
E-mail address:

Purchaser: Street address:  
Postal address:  
Cellphone number:  
E-mail address:

Any party is entitled to designate another domicile within the Republic of South Africa by written notice to that effect to the other party. The new domicile will take effect ten days after a party has sent the notice to the other party.

**29. TRANSFER COSTS**

The Purchaser is liable for and shall pay the following to the Conveyancers on demand:-

1. all fees and disbursements in connection with the drawing of this Agreement, whether or not the suspensive conditions of this sale have been fulfilled;
2. all fees and disbursements (including transfer duty where applicable) in connection with the registration of the transfer of the Property in the name of the Purchaser.

**30. BOND COSTS**

The Purchaser shall pay all fees and disbursements in connection with any bond to be passed by him.

**31. THE RESTITUTION OF LAND RIGHTS ACT**

The Seller hereby confirms that to his best knowledge, no interdict has been obtained in terms of the Restitution of Land Rights Act, Act nr 22 of 1994.

**32. SIGNATURE**

Should the Purchaser fail to sign this Agreement and hand it to the Seller on or before \_\_\_\_\_, the Purchaser will forfeit all his rights in terms of this Agreement or in terms of any other document relating to the sale of the Property and no rights may be enforced against the Seller. Should the Seller receive the signed Deed of Sale after the said date, the Seller has the right for a period of 7 (seven) days after receipt of the Deed of Sale to sign it and thereafter the Purchaser will be bound by the said Agreement.

**33. INSURANCE**

At the request of the Seller, the Purchaser is obliged to insure the improvements on the Property for the period from possession until date of transfer of the Property in the name of the Purchaser for an amount not less than the purchase price and with an insurance company appointed by the Seller against such risks as are normally covered in the house owner's policy issued by the insurers of Standard Bank. On demand, the

Purchaser must prove to the Seller that the policy has been issued and that the premium has been paid and at the request of the Seller, the policy must be ceded to the Seller. Should the Purchaser fail to insure the improvements as aforesaid, the Seller has the right to insure the improvements as aforesaid and the Purchaser will pay the premium plus interest on demand to the Seller.

**34. MUNICIPAL SERVICES**

The parties place on record that the Seller is in the process of installing municipal services for the development and on date of this transaction the property sold herewith may not be fully serviced. In the event that the services has not been fully installed the Seller undertakes to have same installed and prepare the property for transfer within one year of date of sale.

**35. COMMISSION**

1. The Seller shall pay estate agent's commission to \_\_\_\_\_ (hereinafter referred to as the "Agent") as agreed between the seller and the said agent.
2. The Seller hereby irrevocably authorizes the Conveyancers to pay the commission to the Agent.
3. In the event of this sale being cancelled due to any act or omission by the Purchaser and the Seller having to pay Agent's Commission to the Agent, the Purchaser shall pay such Agent's Commission to the Seller on demand.
4. The Purchaser acknowledges that the Agent is the only person with whom he has negotiated as an estate agent in connection with the sale of the Property by the Seller. In the event of any person, excepting the Agent, being entitled to agent's commission from the Seller arising from the sale of the Property to the Purchaser, the Purchaser shall pay such agent's commission to the Seller on demand plus interest thereon reckoned at the rate of interest stipulated in the Clause "Failure Interest".

**36. SEVERAL PURCHASERS**

Should the Purchaser consist of more than one individual, each such individual with signing of this agreement agrees and admits that he is jointly and severally liable for the due fulfillment by the Purchaser of all his obligations in terms hereof or following from this Agreement and each such signatory hereby renounces the benefits of the

legal exceptions of division, excussion, cession of actions, non causa debiti (no underlying cause for the debt/obligation and the effect is that it places the onus on the debtor to prove that a debt does not exist) and errore calculi (error in calculation), with the force and effect of which renunciations each signatory declares himself to be fully acquainted.

### **37. SURETYSHIP**

1. Should the signatory hereof sign this agreement as Purchaser on behalf of a company or Close Corporation to be registered, the signatory hereof will become personally liable in all respects in terms hereof as Purchaser for the due performance of all the terms and conditions hereof, unless the said Company or Close Corporation is duly registered within 45 (forty five) days after signature hereof and ratifies this Agreement in writing within the said period. Should the said Company or Close Corporation be registered and ratifies this Agreement as aforesaid, the signatory hereof will be bound to the Seller ipso facto (by the fact itself) as surety and co-principal debtor for the due fulfillment by the company or Close Corporation of all the obligations arising from or out of this agreement and the signatory hereby renounces the benefits of the legal exceptions of division, excussion, cession of actions, non causa debiti (no underlying cause for the debt/obligation and the effect is that it places the onus on the debtor to prove that a debt does not exist) and errore calculi (error in calculation), with the force and effect of which renunciations the signatory declares himself to be fully acquainted.
  
2. Should the signatory hereof sign this Agreement on behalf of a Company or Close Corporation or Trust already registered or on behalf of any other person or instance, he warrants that he is duly authorized thereto to act and with signing hereof the signatory hereof will be bound to the Seller ipso facto (by the fact itself) as surety and co-principal debtor as envisaged in sub-clause 1 hereof with renunciation of the legal exceptions mentioned in sub-clause 1 hereof.
  
3. Should the signatory hereof sign this Agreement as Purchaser with the right to nominate another person or instance as Purchaser, the signatory hereof will become liable in his personal capacity as Purchaser in all respects, unless he nominates another person or instance on the same day (date) on which this Deed of Sale is concluded and the nominated Purchaser accepts such nomination in

writing on that same date, whereafter the signatory hereof will be bound to the Seller ipso facto (by the fact itself) as surety and co-principal debtor as envisaged in sub-clause 1 hereof with renunciation of the legal exceptions mentioned in sub-clause 1 hereof.

**38. PROPERTY OWNERS' ASSOCIATION**

1. On approval of the subdivision for the land of which the property forms part, the LOCAL AUTHORITY imposed a condition whereby the owner of the subdivided portion of land and his successors in title, shall become members of the Property Owners' Association and adhere to its constitution.
2. The condition hereinabove shall form part of the title deed conditions on transfer of the property to the purchaser.
3. The constitution of the PROPERTY OWNERS' ASSOCIATION is attached hereto as **ANNEXURE B**. It is placed on record that the Constitution must still be approved by the Local Authority. The approved constitution may contain variations to the copy attached. The constitution finally approved by the local authority will be the applicable constitution.

**39. BUILDING GUIDELINES**

It is hereby confirmed that the guidelines to be complied with by the purchaser, as far as all improvements on the property is concerned and the procedure to be followed to obtain the necessary approvals are contained in the building guidelines annexed hereto as **ANNEXURE C**. It is placed on record that the building guidelines must still be approved by the Local Authority. The approved building guidelines may contain variations to the copy attached. The guidelines as finally approved by the local authority will be the applicable guidelines.

**40. ALIENATION OF PROPERTY**

1. The purchaser acknowledges that in terms of the constitution of the PROPERTY OWNERS' ASSOCIATION, the purchaser may not sell or alienate his property in any way without the written consent of the POA.

2. The purchaser and his successor in title shall become and remain members of the POA by virtue of his ownership of the property.

**41. RECEIPT OF OTHER OFFER**

Notwithstanding anything to the contrary herein contained, should the Seller receive another offer for the Property before fulfillment of all the suspensive conditions and the furnishing by the Purchaser of a bank guarantee as herein before provided, the Seller will be entitled to cancel this sale provided, however, that the Seller must first give the Purchaser 3 (THREE) working days opportunity to waive all suspensive conditions and to furnish the Seller together with that waiver, with documentary proof which is acceptable to the conveyancers, that all the finances are in order and should the Purchaser fail to furnish the Seller within the said 3 (THREE) working days with the said written waiver and aforesaid documentary proof, this sale will then be deemed to be cancelled automatically and should the Purchaser be in possession of the property, the Purchaser must vacate the property within 4 (four) weeks after receipt of the said notice.

**42. PURCHASER'S RIGHT TO TERMINATE**

Section 29A of the Alienation of Land Act, Act 68 of 1981 stipulates that, provided the Property will be used or is intended to be used mainly for residential purposes and the purchase price does not exceed R250 000.00 (Two Hundred and Fifty Thousand Rand) and provided the Purchaser is a natural person, the Purchaser has the right to terminate this Deed of Sale within 5 (five) days after signature hereof by him by written notice delivered to the Seller within that period (excluding Saturdays, Sundays or Public Holidays), whereafter the Seller shall refund within 10 (ten) days all amounts which the Purchaser has paid.

**43. DIRECT MARKETING**

In terms of Section 16 of the Consumer Protection Act, if this transaction has resulted from direct marketing, the purchaser has the right to cancel this agreement without reason or penalty by written notice within 5 business days after the agreement was concluded or within 5 business days after delivery of the unit.

The seller is therefore not prepared to enter into this agreement with any purchaser if the transaction has resulted from direct marketing.

The purchaser therefore warrants that this transaction has not resulted from direct marketing and the seller enters into this transaction relying entirely upon such a warranty.

If after delivery, the purchaser is successful in cancelling this agreement by relying upon the right of cancellation flowing from the direct marketing provisions of the Consumer Protection Act, the purchaser shall be liable for the damages suffered by the seller as a result thereof on the basis of the purchaser's breach of warranty.

#### **44. WHOLE AGREEMENT**

This Agreement contains all the terms and conditions of the Agreement between the parties and a variation or addition (also as regards this clause) shall be null and void unless reduced to writing and signed by both parties. The parties accept and admit that there are no representations, undertakings or any other terms of conditions between them as regards this transaction, except those expressly mentioned herein.

#### **SPECIAL CONDITIONS**



**SIGNED** at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

**AS WITNESSES:-**

1. \_\_\_\_\_ -----

2. \_\_\_\_\_ -----

**SELLER**

**SIGNED** at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

**AS WITNESSES:-**

1. \_\_\_\_\_ -----

2. \_\_\_\_\_ -----

**PURCHASER\***

\* As Purchaser/on behalf of the Purchaser and **ALSO** as **SURETY** as stipulated hereinbefore.

I, \_\_\_\_\_ (the Seller) hereby confirm that:

1. the premises are reasonably suitable for the purposes for which they are generally intended and are of good quality, in good working and free of any defects, except for the following:

1.1

1.2

1.3

2. except as expressly mentioned herein, I have given no information as regards the suitability of the property or any defect of whatever nature to the agent or the Purchaser which is not disclosed herein.

SIGNED at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
SELLER

I, \_\_\_\_\_ (the Purchaser) hereby confirm that:

1. the contents of the abovementioned Disclosure Form were disclosed to me; and

2. I was given a reasonable opportunity to inspect the property; and

3. I am satisfied with the condition of the property.

SIGNED at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
PURCHASER

**CONSENT TO PROCESSING AND MARKETING AGREEMENT AND MANDATE  
IN TERMS OF SECTION 11(1)(a) OF THE PROTECTION OF PERSONAL INFORMATION  
ACT**

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

We hereby advise that we will only request, collect and retain the minimum required information from you for the purpose of concluding and executing this mandate and sale.

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\_\_\_\_\_  
(FULL NAMES)

The purchaser herein acknowledge that by signing this consent I / we hereby confirm that the information supplied may be processed by the agency / attorneys and share with the professionals involved in this transaction, including but not limited to the conveyancing attorneys, bond originators, SARS, local authority, Property owner's association, managing agents, developer, and the deeds registry or any other third party.

I / We hereby consent that:

1. The personal information provided to the agency/ attorney in respect of the purchase of the property may be processed, share by the agency / attorney with the professionals associated with the property process, may be stored electronically or physically by the agency/ attorney

The personal information may be used by the agency / attorney for the purposes of future property services and / or to remain on the mailing list for articles/ newflashes to be sent by them

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
FULL SIGNATURE

\_\_\_\_\_  
FULL SIGNATURE

Property:  
\_\_\_\_\_  
\_\_\_\_\_

**INFO SHEET:**

| PURCHASER 1  |  | PURCHASER 2  |  |
|--|--|--|--|
| FULL NAMES :   |  | FULL NAMES :   |  |
| REGISTRATION NUMBER/ IDENTITY NUMBER:                              |  | REGISTRATION NUMBER/ IDENTITY NUMBER:                              |  |
| IF LEGAL ENTITY/ TRUST: REPRESENTATIVE FULL NAMES (ADD RESOLUTION) |  | IF LEGAL ENTITY/ TRUST: REPRESENTATIVE FULL NAMES (ADD RESOLUTION) |  |
| INCOME TAX NUMBER:   |  | INCOME TAX NUMBER:   |  |
| VAT NUMBER:  |  | VAT NUMBER:  |  |
| MARITAL STATUS:  |  | MARITAL STATUS:  |  |
| SPOUSE FULL NAMES:   |  | SPOUSE FULL NAMES:   |  |
| CURRENT ADDRESS:   |  | CURRENT ADDRESS:   |  |
| ADDRESS AFTER REGISTRATION:  |  | ADDRESS AFTER REGISTRATION:  |  |
| CONTACT NUMBER:  |  | CONTACT NUMBER:  |  |
| EMAIL ADDRESS:   |  | EMAIL ADDRESS:   |  |

**FICA CHECK LIST: MARKED BY SELLER/ PROPERTY PRACTITIONER**

| NATURAL PERSON             | TICK | COMPANY                                 | TICK | TRUST                             | TICK | ADDITIONAL DOCUMENTS OBTAINED FROM PURCHASER:<br>_____<br>_____<br>_____<br>_____ |
|----------------------------|------|---|------|-----------------------------------|------|---|
| IDENTITY DOCUMENT          |      | CIPC DOCUMENTS (PROOF OF REGISTRATION)  |      | TRUST DEED                        |      |   |
| PROOF OF ADDRESS           |      | PROOF OF ADDRESS                        |      | LETTER OF AUTHORITY               |      |   |
| PROOF OF INCOME TAX NUMBER |      | PROOF OF INCOME TAX NUMBER & VAT NUMBER |      | TRUSTEES ID'S                     |      |   |
| MARRIAGE CERTIFICATE       |      | AUTHORIZED DIRECTOR IDENTITY DOCUMENT   |      | PROOF OF ADDRESS TRUST & TRUSTEES |      |   |