

AGENT OTP CHECKLIST



Property Address: _____
Listing ref: _____
Agent: _____
Today's date: _____

Information:

Seller(s) Surname:	
Purchaser(s) Surname:	
Transfer Attorneys:	
<ul style="list-style-type: none"> • Split with another Agent/Agency: • Email address: 	
CASH or BOND:	
Submit to OOBA:	
MATTERPORT: MATTERPORT Agent:	

Compulsory documents attached to OTP:

Commission sheet:	
Seller(s) ID and POR:	
Purchaser(s) ID and POR:	
Seller(s) FICA declaration:	
Purchaser(s) FICA declaration:	
Condition Report:	

(Listing ref:.....)

OFFER TO PURCHASE

(SECTIONAL TITLE RESIDENTIAL PROPERTY)

WHICH, AFTER ACCEPTANCE BY THE SELLER/S, AND FULFILLMENT OF THE SUSPENSIVE
CONDITION/S (IF ANY), CONSTITUTES AN

AGREEMENT OF PURCHASE AND SALE

(THE "AGREEMENT")

To :.....

ID. Number/s (herein called the "Seller")

I / We, the undersigned

ID. Number/s (herein called the "Purchaser")

of address

which address I/we choose as my/our *domicilium citandi et executandi*, hereby offer to purchase through the agency of **Harcourts Evolve, registration number 2017/150015/07** (herein called the "Agent"), the following property, a unit as defined in the Sectional Titles Act, no 95 of 1986 (as amended) (the "Act"), together with all improvements and permanent fixtures thereto as set out in clause 15 (which the Seller warrants are fully paid for and owned by the Seller), known as:

Name of Development.....Sectional Scheme no

Street Address

Erf No.....in the Township of.....Municipality

Section no.....being Apartment/Townhouse nr....., Section no.....being Garage/Carport

noarea(s)..... (as specified on the Sectional Plan or as provided for in the Management and Conduct Rules, if any), and the undivided share(s) in the common property, as shown on the Sectional Plan, appointed to the aforesaid section(s) in accordance with the participation quota of the said section(s) as specified in a schedule incorporated in the Sectional plan,(herein called the "Property")

Initial:

I have read and understand the contents of this page

ON THE FOLLOWING CONDITIONS:

1. THE PRICE

The purchase price is

R..... (.....Rand)

Value Added Tax inclusive / exclusive / not applicable and payable as follows:

- 1.1. R.....(.....Rand) to be deposited with the Transfer attorneys within days of acceptance of this offer, OR the Purchaser obtain a Final Quotation (or any document with a similar effect, confirming an approval in principle of a loan, as well as an acceptable property assessment) from a registered financial institution, and will be payable to the Seller upon registration of transfer of the property into the name of the Purchaser (the "Transfer"). The Transfer attorney shall deposit this sum in an interest-bearing trust account for the benefit of the Purchaser.
- 1.2. The balance of R.....(.....Rand) shall be paid to the Seller upon date of registration of the Transfer and shall be secured by means of a bankers or other acceptable guarantee within:
 - 1.2.1. 30 days of receipt of Final Quotation of the mortgage bond/s referred to in clause 2.1: or
 - 1.2.2. 7 days of date of registration of transfer of the Purchaser's existing property referred to in clause 2.2, if a simultaneous registration with the Property is not effected. The Purchaser undertakes to forthwith instruct the attorneys attending to the transfer of his existing property to pay the moneys to the Conveyancer, alternatively hereby authorizes the Conveyancer to do so; or
 - 1.2.3. 15 days of acceptance of this offer to purchase by the Seller if this Agreement is not subject to clause 2
- 1.3. The Seller warrants that the purchase price is sufficient to cover the outstanding bond, Agent's professional fee, rates and taxes, electricity and water and other imposts by the local authority or legal person.
- 1.4. "The seller shall be liable for any and all outstanding property rates and taxes as well as for any municipal debts owed to the Municipality up to the date of the transfer and the seller undertakes to make payment of any such amounts owing upon demand thereof by the Municipality or the purchaser".

2. SUSPENSIVE CONDITIONS

2.1. APPROVAL OF BOND

This agreement is subject to the Purchaser obtaining approval by not later than2024 for the granting of a loan by a registered South African Bank of not less than R.....

(..... rand) upon the security of a mortgage bond to be registered over the Property at such rates of interest and on such conditions as are stipulated by the institution/s to which application/s for the loan is/are made provided that if the loan is granted to the Purchaser selling any immovable property or cancelling any existing mortgage bond or repaying any loan secured by a mortgage bond, the suspensive condition will not be fulfilled. This suspensive condition shall be deemed to have been fulfilled:

- 2.1.1 on the date the Purchaser obtains a quotation and/or pre-agreement statement from any registered financial institution in terms of which such financial institution offers a loan to the Purchaser in an amount of not less than the amount referred to above and even if such loan is approved subject to the Purchaser's spouse (or any of the directors and/or shareholders and/or members and/or trustees of the Purchaser, as the case may be) interposing himself as surety for and co-principal debtor in solidum with the Purchaser for the fulfillment of all the Purchaser's obligations under the loan ; and/or

Initial:

2.1.2 even if such loan is offered as a conditional approval by a bank or registered financial institution whether in the form of a grant quotation or as an offer issued in respect of a mortgage loan or as a conditional offer preceding a quotation or otherwise. It is recorded that some financial institutions issue offers which are not official quotations in terms of the provisions of the National Credit Act 34 of 2005 as amended and/or replaced from time to time (the 'NCA') in order to a purchaser that they would be willing to provide an official quotation in terms of the NCA to such purchaser and in respect of such specific property. In light of the same it is specifically agreed that this suspensive condition will be deemed to be fulfilled in the event that a registered South African bank or financial institution registers a document which reflects the name of the purchaser, the property, a mortgage loan amount which is equal to or greater than the amount set out above and the rate of interest and such other information which would usually reflect on a quotation issued under provisions of the NCA.

This suspensive condition shall further be deemed to be fulfilled upon the Purchaser accepting a quotation and/or pre-agreement statement from any registered financial institution for the granting of a loan for a lessor amount than the amount stipulated above, in which event the Purchaser shall deliver to the Conveyancer a guarantee for the difference between the amount stipulated above on the one hand and the amount of the loan accepted on the other hand, within 7 (seven) days of the loan being accepted by the Purchaser. The Agent may in his discretion and without notice to any of the Parties extend the period in which the Purchaser has for obtaining approval for the granting of the loan referred to above by a period of 15 (fifteen) days. The Purchaser warrants that he/she/it is solvent and no existing judgements are recorded against his/her/its name, and that no factors exist which might prevent the granting of the loan.

APPROXIMATE BOND COSTS R _____ **initial** _____

2.2 SALE OF PURCHASER'S PROPERTY

The agreement is subject to the Purchaser being able to obtain a written sales agreement without any suspensive conditions, except for the condition that any prior agreement must lapse or be cancelled, on his property, being stand no situated at in the township of (herein referred to as the "Existing Property"), on terms and conditions that will enable the Purchaser to fulfil the terms and conditions of this Agreement, within calendar days of acceptance by the Seller. The Purchaser generally undertakes to co-operate with the Agent in his endeavor to market and sell the existing property and timeously fulfil this condition.

2.3 ESCAPE CLAUSE

Should, prior to fulfilment of clause 2.2 of this Agreement, another unconditional and *bona fide* offer (herein referred to as the "Competing Offer") for the Property be received, which the Seller accepts conditionally, then the Seller shall notify the Purchaser in writing of the Competing Offer. The Purchaser shall then be given the option for 3 (three) working days to fulfil or waive clause 2.1, clause 2.2 or any other suspensive conditions. The Purchaser shall exercise this option in writing and must deliver it timeously to the Seller. Should the Purchaser not timeously exercise the option as aforesaid, then this Agreement between the Seller and the Purchaser shall immediately and automatically be cancelled without prejudice to the rights of any party.

3. ERRONEOUS DESCRIPTION

If the Property has been erroneously described herein, such error shall not be binding on the Seller, but the description of the Property as set out in the Seller's Title Deed shall apply and in such event the parties agree to the rectification of this Agreement to conform to the intention of the parties. The Seller shall not be obliged to identify the Property to the Purchaser after acceptance of this offer.

Initial: _____

4. OCCUPATION AND POSSESSION

Occupation of the Property shall be given to, and taken by, the Purchaser on from which date all risk other than the risk covered by the Seller's Homeowners Insurance Policy shall pass to him/her. From date of registration of transfer he/she shall be responsible for the payment of all rates and taxes, municipal and other charges or levies of whatsoever nature in respect thereof, and he/she undertakes to refund to the Seller a pro rata share of any such charges which the Seller may have paid in advance of that date. The total risk in the Property shall pass to the Purchaser on date of registration of transfer. Possession shall be given on date of registration of transfer, before which date the Purchaser shall be precluded from making any alterations to the Property. The party enjoying occupation while the Property is registered in the name of the other party, shall pay to said party for the period of such occupation per month in advance in amount of R(.....Rand) payable to the transferring attorneys trust account. Should transfer take place during the month, the above amount shall be pro rata. Should this Agreement be cancelled for any reason whatsoever, it is agreed that no tenancy has been created by having taken occupation prior to transfer.

5. TRANSFER

Transfer of the Property shall be effected by.....Tel;.....
Email:..... and **all costs of transfer, including stamps, transfer duty or Value Added Tax, whichever is applicable, shall be paid by the Purchaser immediately upon request by the Conveyancer.**

APPROXIMATE TRANSFER COSTS R _____ Initial _____

6. AGENT'S FEE

The Seller shall pay the Agent's professional fee as per the signed mandate, and/or the signed commission page, (herein collectively referred to as "the fee"). The fee will be deemed as having been earned at the registration date of the property, or on the date of breach or cancellation by any party after all the deferred and/or suspensive conditions have been met. The fee will also be deemed to be a first liability against the deposit referred to in Clause 1.1 hereof. The Seller irrevocably authorizes and instructs the Conveyancers referred to in Clause 5 to make payment of the fee or the balance thereof, as the case may be, to the Agent from the proceeds of the sale upon registration of transfer. Should the Agreement be cancelled by mutual consent, the Agent shall be paid the fee in terms of this clause, the parties being jointly and severally liable for such commission. Should this Agreement, after acceptance by the Seller, not be fulfilled due to any fault, omission or act on the part of the Purchaser, including *inter alia*, failure by the Purchaser to timeously apply for a loan, as provided for in Clause 2, the Purchaser undertakes to pay on demand to the Agent the Agent's fee due to them in terms of fulfilment of their mandate to sell the property. All costs and disbursements including legal costs on the attorney-and-client scale incurred by the Agent collecting or endeavoring to collect its Agent's fee, shall be payable by the party responsible to pay the said fee to the Agent as and when incurred.

7. BREACH

Should the Purchaser breach or otherwise fail to comply with any of the terms and conditions hereof and remain in default for a period of seven (7) days after delivery by hand or facsimile of, or seven (7) days after dispatch of a written, registered notice to the Purchaser by the Seller requiring such default to be remedied, the Seller shall be entitled, without prejudice to any other rights he/she may have at law to:

- 7.1 Cancel this Agreement, repossess and re-occupy the property and, subject to the Agent's rights to his fee retain all monies paid by the Purchaser as a pre-estimate of damage; alternatively to
- 7.2 Cancel this Agreement, repossess and re-occupy the Property and, subject to the Agent's rights to his fee, claim actual damages suffered; further alternatively to
- 7.3 demand specific performance of the terms and conditions hereof. In the event of the cancellation of this Agreement in terms of this Clause, the Purchaser shall not be entitled to any compensation for any damages which he/she may suffer as a result of the cancellation. Should the Seller breach the agreement the Purchaser shall be entitled, without prejudice to any other rights he/she may have at law to:
- 7.4 to institute proceeding for the enforcement of his rights in terms hereof, or;
- 7.5 to terminate this contract, and to recover all payments made to the Seller in payment of the purchase price in terms hereof and, in either event;
- 7.6 to recover such damages as he may have suffered and to recover all legal costs incurred by him, including any collection Commission on Attorney and own Client scale.

Initial:

8. DELAY OF TRANSFER

Should the registration of transfer be delayed due to any cause for which the Purchaser is responsible, then he/she shall pay to the Seller the amount as is provided for in Clause 4 above, or interest for the period of such delay at the current repo rate charged by the S A Reserve Bank plus 10% p.a. on the amount of the purchase price, whichever is the greater. This condition shall also be applicable to the Seller in the case of a delay on his/her part. In this regard both Purchaser and Seller declare that their affairs with the South African Revenue Services ("SARS") are in order. If it is found not to be in order, both parties undertake to make an arrangement immediately with the SARS in order not to delay this transfer.

9. VARIATION AND INDULGENCE

No latitude or extension of time which may be allowed by the Seller to the Purchaser in respect of any payment provided for herein, or any matter or thing which the Purchaser is bound to perform or observe in terms hereof, shall under any circumstances be deemed to be a waiver of the Seller's rights and the Seller will be entitled to claim without notice, compliance with each and every provision or term hereof. Any agreement between the Purchaser and Seller to cancel, alter or add to this Agreement shall not be binding and shall be of no force or effect unless reduced to writing and signed by the parties before witnesses.

10. EFFECTIVE CAUSE

The Purchaser warrants to the Seller that he, she or they was or were not introduced to the Property or the Seller by any person other than the Agent, who is the effective cause of the sale. The parties hereby agree that the Agent may erect a "Sold" board at the Property, as approved by the Body Corporate, which board may be displayed for a period of sixty (60) days from the date of signature of this Agreement, subject to the rules and regulations of the local municipal authority.

11. COMPANY OR CLOSE CORPORATION/ JOINT PURCHASERS

In the event of the Purchaser being a Company or Close Corporation, or a Company or Close Corporation yet to be formed or incorporated, then the signatory hereto, in his/her personal capacity, shall, by appending his/her signature to this Agreement, bind him/herself as surety and co-principal debtor for the obligations of the Purchaser arising from the terms and conditions of this Agreement to the Seller and/or Agent. The signatory hereby undertakes to take transfer of the Property into his/her own name should such Company or Close Corporation not be formed or incorporated, or if the Company does not obtain a Certificate to Commence Business, or, where applicable, the legal entity fails to ratify and adopt this Agreement within thirty (30) days of date of acceptance hereof. If more than one Seller and/or more than one Purchaser are parties to this Agreement, then such Sellers and/or such Purchasers shall jointly, severally and in solidum be liable for the due performance of the respective parties' obligations in terms of this agreement and the parties hereby renounce all benefits arising from legal exceptions "*de duobus vel pluribus reis debendi.*"

12. CERTIFICATE OF COMPLIANCE

The Seller shall obtain, at his expense, a Certificate of Compliance for the electrical installation in accordance with the regulations of the Occupational Health and Safety Act no 85 of 1993 as amended, if such a current Certificate is not available. The Seller shall within 14 (fourteen) days of fulfilment of the suspensive conditions as in clause 2 of this agreement, and after the Purchaser paid the transfer fees, and signed the transfer documents, obtain and deliver the said Certificate to the Conveyancer. Should the Seller fail to furnish the Certificate of Compliance for the electrical installation, the Purchaser will be entitled to obtain the certificate and in that event the Seller hereby authorizes the Conveyancer to deduct the cost of obtaining such certificate from the net proceeds and to reimburse the Purchaser. The Seller undertakes not to make any changes in respect of the electrical installation in the Property after delivery of the Certificate of Compliance.

13. PURCHASER'S COOLING OFF RIGHT (IF APPLICABLE)

If the purchase price in clause 1 is R 250 000.00 or less, the Purchaser's attention is drawn to the rights conferred upon him by virtue of section 29 (A)(1) of the Alienation of Land Act, no 68 of 1981 as amended, which is subject to section 29(A)(5) of this act, in terms of which he/she may terminate this offer to purchase by written notice to the Seller within a 5 (five) day period (excluding date of signature and excluding any Saturday, Sunday or Public holiday) after signature hereof, and to have any amount already paid by him in terms hereof refunded in the event of such termination. Notice of termination must be delivered in writing to the Seller before midnight on

Initial:

14. VOETSTOOTS

The sale of the property is subject to all the conditions and servitudes contained in or referred to in the current and/or prior title deeds of the property and to all such other conditions and servitudes which may exist in regard thereto, and in the condition and to the extent such as it now lies, voetstoets, on the terms and conditions contained herein and the purchaser acknowledges that the seller/agent has made no representations, neither expressly nor implied, relating thereto.

15. PROTECTION OF PERSONAL INFORMATION ACT (POPIA)

The personal information about the Seller and Purchaser provides in this Offer to Purchase which after acceptance by the seller/s and fulfilment of the suspensive conditions/s, constitutes an Agreement of Sale is necessary for the Property Practitioner to verify and identify the Seller and Purchaser to process with the transferring of the Property. Personal information collected about the Seller and Purchaser in this Agreement of Sale and during the course of the transferring proses, if the Agreement of Sale is successful, may be disclosed for the purpose for which it was collected to other parties including, conveyancers, their advisors, Bond originators, Financial Institutes, other Property Practitioners and third-party operators of reference databases. If the Seller and Purchaser would like to access the personal information the Property Practitioner holds, they can do so by contacting our office on the above number to organize an appointment. The Seller and Purchase can also correct the information if it is inaccurate, incomplete, or out of date. I/We understand and declare that the information supplied is true and correct and has been given by my/our own free will and **hereby give consent** to the disclosure of my/our personal information for the purpose of which it was collected.

16. SPECIAL CONDITIONS

16.1 FIXTURES AND FITTINGS

The following fixtures and fittings are excluded from this Agreement:

.....
.....

16.2 MOVABLES

The following movables are included in this Agreement:

.....
.....

16.3 LEVY

The parties acknowledge that the current levy on the Property is R..... The Seller assumes liability for payment of all monies due to the Body Corporate of the Property in respect of the monthly instalments of ordinary levies for the Property as well as for special levies raised by trustee's resolution up to and including the last day of the month in which registration of transfer in the name of the Purchaser takes place, and all other monies due to the Body Corporate which may have accrued to the Seller until date of registration of transfer. The Purchaser assumes liability for all ordinary levies for the Property for the current financial year and further (which may be payable in monthly instalments), which are not payable by the Seller in terms of the previous sentence, at the appointed time subject to the rules, provisions, conditions and stipulations as applicable to other owners in the development. Both parties agree to sign an agreement with the Body Corporate on demand to give effect to the contents of this paragraph, and indemnify the Seller against claims in terms of Section 37 of the Act.

16.4 RULES AND REGULATIONS

The Purchaser acknowledges that his/her rights as owner of the Property are circumscribed by the provisions of the Act, and the applicable Management and Conduct Rules, and undertakes to abide by them from date of occupation or registration of transfer, whichever date occurs first.

16.5 RIGHT TO EXTEND SCHEME

It is hereby disclosed that the Developer or Body Corporate may have a real right to extend the scheme pursuant to Section 25 of the Act, if the Sectional Title Register for the Development has been opened after 1 June 1988.

Initial:

16.6 OTHER CONDITIONS

17. **ENTIRE AGREEMENT**

This Agreement constitutes the full agreement between the parties and there are no other conditions, guarantees and/or representations save and except those herein contained and may only be varied if reduced to writing and signed by the parties hereto. The parties acknowledge that they understand and agree to the contents hereof and that the Agent has explained the meaning and consequences of the material provisions of this Agreement to them.

18. **OFFER AND ACCEPTANCE**

This offer is irrevocable until **17:00** on the.....day of.....2024 and it is distinctly understood that if this offer is accepted by the Seller, the agreement is concluded, whether or not notification of such acceptance has been received by the Purchaser.

19. **PURCHASER’S DECLARATION**

I, the Purchaser, declare the following:

- 19.1 I am not precluded from purchasing this Property in terms of the Aliens Control Act 96 of 1991;
- 19.2 to the best of my knowledge there is no reason why the SARS would hold up any sale of this Property due to my personal/business tax affairs not being in order.

SIGNED AT **ON THE****DAY OF****2024**

WITNESSES:

1.
Name :- **PURCHASER**
ID no :-

2.
Name :- **SPOUSE/CO-PURCHASER**
ID no :-
 I, the Purchaser's spouse/ co-purchaser, agree to also being personally bound to the provisions above.

20. SELLER'S DECLARATION AND ACCEPTANCE:

I/We, the undersigned, being the authorized Seller, accept the offer to purchase and choose as my/our *domicilium citandi et executandi* the address as stated hereunder,

Agent(s) name

Commission%

Commission split with another agent / agency.....%

I further declare the following:

20.1 I am a resident / non-resident of the Republic of South Africa;

20.2 I am / am not a VAT Vendor;

20.3 I am the registered owner of this Property / I have the owner's written authority to sign this Agreement / the necessary resolutions have been passed to authorize me to sign this Authority by the company and/or close corporation and/or trust;

20.4 to the best of my knowledge there is no reason why the SARS would hold up any sale of this Property due to my personal/business tax affairs not being in order;

20.5 to the best of my knowledge there is no reason why there should be a delay to any sale of this Property due to Rates and Taxes / Sectional Title Levies on this Property being in arrears;

20.6 there are no outstanding debts due to the local authority/ies for water and electricity

20.7 to the best of my knowledge there are no illegal alterations, or structures to the Property that do not have approved building plans which could cause a delay in approving any potential purchaser's bond application;

20.8 there is / is not a current Certificate of Compliance for electricity available for the electrical installation on the Property.

SIGNED AT ON THE DAY OF2024

WITNESSES:

1.

.....

Name :-

SELLER

ID no :-

2.

.....

Name :-

SPOUSE/CO-OWNER

ID no :-

I, the Seller's spouse/co-owner, consent to the foregoing and all the terms and conditions contained herein.

21. AGENT'S ACCEPTANCE

We, the Agents, **Harcourts Evolve**, registration number **2017/150015/07** hereby accept the benefits of this Agreement.

SIGNED AT ON THEDAY OF 2024

Agent Name: _____ hereby warrants the validity of his / her / its Fidelity Fund certificate as at the date of signature of this Agreement.

Fidelity Fund certificate number: _____

WITNESSES:

1.
Name :- **PRINCIPAL / DIRECTOR**
ID no :-

2.
Name :-
ID no :-

AGREEMENT FOR THE PAYMENT OF THE PROFESSIONAL FEE

It is hereby agreed by and between the **SELLER**:

and the **AGENT, Harcourts Evolve, registration number 2017/150015/07** regarding the sale of the property :-

that whereas the Seller gave a mandate to the Agent to sell the property and the property has been sold under an agreement dated ____/____/2024, the professional fee shall be due by the Seller to the Agent as indicated in clause 6 of the agreement. Our VAT number **4620286064**.

The Seller irrevocably instructs the Conveyancer to pay such professional fee to the Agent or his nominee as set out below on date of transfer of the property.

The Seller irrevocably instructs the Conveyancer to make available any information regarding this agreement to the Agent as the Agent might request from time to time during and after this registration process.

Calculation of the professional fee as agreed upon:

Gross purchases price according to clause 1 of the sales agreement	R _____
Less	
Net selling price (proceeds to Seller)	R _____
Professional fee as agreed upon	R _____
15% VAT	R _____
Total payable to agent	R _____

The Seller hereby instructs the Conveyancer to pay the professional fee to the following agency:

Harcourts Evolve

as Selling agency as specified in clause 6 of the sales agreement, on date of transfer.

Signed at _____ on ____/____/2024

WITNESS 1. _____ SELLER _____

WITNESS 1. _____ CO-SELLER _____

The Agent accepts the benefits conferred upon him in this agreement on ____/____/2024

WITNESS _____ AGENT _____

The following is compulsory for the seller:

1. Electrical certificate (COC) / Gas certificate (where applicable)
 2. Electric fence certificate (where applicable) / Borehole certificate (where applicable)
 3. Approved building plans
 4. Notify your bank via e-mail of your intention to sell your home.
 5. Inform tenants of your intent to sell.
 6. Seller is responsible to close the Tshwane account either personally or with a runner once property is registered.
 7. SPLUMA law will be implemented soon which means all property owners must have approved building plans of every property that they own.
-

Geagte Verkoper

Die onderstaande is verpligtend vir die verkoper:

1. Elektriese sertifikaat (COC) / Gas sertifikaat (waar nodig)
2. Elektriese heining sertifikaat (waar nodig) / Boorgat sertifikaat (waar nodig)
3. Goedgekeurde bouplanne
4. Verwittig u bank per epos dat u wil verkoop.
5. Stel u huurders in kennis dat u wil verkoop.
6. Verkoper is verantwoordelik om sy eie Tshwane rekening te sluit, persoonlik of met 'n runner sodra eiendom geregistreer het.
7. SPLUMA word binnekort wet wat beteken elke eienaar van 'n eiendom moet in besit wees van goedgekeurde bouplanne.

SIGNED AT **ON THE** **DAY OF** **2024**

Seller/s

DEAR BUYER

The following is needed from the buyer:

1. FICA documents (Copies of ID's and proof of residence)
 2. Cash buyer – proof of funds from institution and availability of funds.
 3. Loan – If you are pre-approved, proof of pre-approval. If you need to apply for a loan, the agent can assist in starting the process of loan approval through a bond originator.
 4. Funds available for registration and bond costs.
 5. You are responsible to open a Tshwane account once the property has registered.
-

GEAGTE KOPER

Die volgende word benodig van die koper:

1. FICA documents (Kopiee van ID's en bewys van adres)
2. Kontant koper – bewys van fondse van instituut en beskikbaarheid van fondse.
3. Lening – As u 'n vooraf goedgekeurde lening het, vir hoeveel kwalifiseer u? As u 'n lening benodig kan die agent u help om kontak te maak met 'n verband skepper.
4. Het u fondse vir die registrasie en verband kostes?
5. U, as nuwe eienaar, is verantwoordelik om Tshwane rekening oop te maak.

SIGNED AT **ON THE** **DAY OF** **2024**

Buyer/s

F.I.C.A. DECLARATION BY THE SELLER - CONFIDENTIAL

In terms of the Financial Intelligence Centre Act no. 38 of 2001 (**FICA**), the following information is supplied by the Seller/s. Should an Agreement of Sale be entered into between the Seller/s and a Purchaser of the Property, this information will be deemed an integral part of such Agreement of Sale, and will be used in the Transfer – and Financing process. **Please refer to the Act for fines and jail terms that may be imposed by a Court of Law on the SELLER/S, the AGENT, and/or the ESTATE AGENCY should this information not be supplied or prove to be false.**

INFORMATION	SELLER	JOINT SELLER
SURNAME		
FULL NAMES		
ID NO		
MARITAL STATUS		
RESIDENTIAL ADDRESS		
POSTAL ADDRESS		
EMAIL ADDRESS		
FAX NO		
WORK TEL NO		
HOME TEL NO		
CELL NO		
INCOME TAX NO		
EMPLOYER		
EMPLOYER ADDRESS		
BOND HOLDER		
BOND ACCOUNT NO		
NAME OF BANK		
BRANCH CODE		
ACCOUNT NAME		
ACCOUNT NO		

The information contained herein is certified to be true and correct.

**** Please attach supporting documents or give explanation why it is not possible to do so.**

.....
DATE

.....
SELLER SIGNATURE

.....
CO-SELLER SIGNATURE

