

**OFFER TO PURCHASE
 (RESIDENTIAL PROPERTY)**

(which, upon acceptance by the Seller, shall constitute a Deed of Sale)

TO:

Full Names
 ID No / Reg No Tel No
 Cell No Fax No
 E-Mail VAT Registration No
 Domicilium Address

(hereinafter referred to as "the Seller")

Married *in / *out of community of property to

I/WE, THE UNDERSIGNED:

Full Names
 ID No / Reg No Tel No
 Cell No Fax No
 E-Mail VAT Registration No
 Domicilium Address

(hereinafter referred to as "the Purchaser")

Married *in / *out of community of property to

hereby offer to purchase the following immovable property from the Seller through the sole introduction of Home and Hectare Real Estate (hereinafter referred to as "the Agent"):

*Erf No Township
 Physically situated at

*A Unit consisting of:

Section no 35 as shown and more fully described on Sectional Plan No. SS 240/1985 in the scheme known as Lampenhof in respect of the land and building or buildings situate at 5 Annerley Terrace, in the Nelson Mandela Municipality of which section the floor area, according to the sectional plan is 77 square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan

*Exclusive Use Area, being Section 9 (Garage), as shown and more fully described in Sectional Plan No. SS 240/1985;

(hereinafter collectively referred to as "the Property")

*Delete that which is not applicable

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together with any buildings and other improvements thereon and if there are such buildings and improvements, all fixtures and fittings of a permanent nature therein, including but not limited to stoves, built-in heaters, electrical fittings and light shades, fitted television aerials, pelmets and curtain fittings, door keys, fitted carpets, window blinds, pumps, engines, trees and shrubs, pool equipment and fittings thereto, electric garage door motors and electric gate motors and

which the Seller warrants being his exclusive property and fully paid for upon the following terms and conditions:

1. PURCHASE PRICE

1.1. The purchase price shall be the amount of R (.....)(amount in words).

1.2. The purchase price shall be payable by the Purchaser to the Seller, free of exchange, as follows:

1.2.1. *A cash deposit of R (.....) (amount in words) within working days of acceptance of this offer and to be held in trust by the conveyancing attorneys for investment in an interest bearing trust account, interest to accrue to the Purchaser.

1.2.2. *The balance of R (.....)(amount in words) shall be paid to the Seller against registration of transfer of the property into the name of the Purchaser, which amount shall be secured by a bank guarantee upon the terms and conditions usually imposed by the financial institution issuing such guarantee and in the format usually issued by such institution, which guarantee shall be delivered within 15 (fifteen) working days after acceptance of this offer or fulfilment of the suspensive condition referred to in clause 2 and payable free of exchange at the place specified by the Seller's conveyancers against registration of the transfer of the Property into the name of the Purchaser.

1.3. The parties to this contract warrant that the price effected in clause 1 above is the true consideration in this transaction and that no other consideration is involved between the parties directly or indirectly.

2. SUSPENSIVE CONDITIONS

2.1. Either party hereto may at any time prior to the fulfilment of any suspensive condition contained in this agreement for the benefit of such party, advise the other party in writing that he waives the benefit of such condition, in which event this agreement will no longer be subject to such condition.

2.2. Bond Finance

2.2.1. This offer is subject to the Purchaser obtaining a mortgage bond/loan in the amount of R (.....)(amount in words) within 25 (twenty five) working days of acceptance of this agreement.

2.2.2. The abovementioned time may be extended in the Agent's sole discretion for a further period not exceeding 10 (ten) working days.

2.2.3. The parties hereto specifically agree that such extension will be of full force and effect and binding on both the Purchaser and the Seller irrespective of whether such extension is communicated to either the Purchaser or the Seller.

*Delete that which is not applicable

- 2.2.4. The parties specifically agree that these suspensive conditions shall be deemed to be fulfilled on the date that the Purchaser obtains a quotation and/or pre-agreement statement from the 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 in clause 2.2.1 above.
- 2.2.5. Should such a loan not be procured as aforesaid (due to no fault of the Purchaser), this sale shall automatically be cancelled and be of no further force or effect and the Purchaser shall be entitled to an immediate refund of all monies paid on account of the purchase price.
- 2.2.6. The Purchaser undertakes to do all things and sign all documents necessary to fulfil this condition as soon as possible and shall forthwith, duly, properly and fully make application to such bank or financial institution as may be recommended by the Agent.

2.3. Sale of Purchaser's Property

- 2.3.1. *This offer is subject to the Purchaser's property situated at
.....
being sold within days of acceptance of this offer by the Seller for an amount of no less than R..... (.....)
.....)(amount in words) or such lesser amount that the Purchaser may accept, the Purchase hereby agreeing and undertaking that he will only sell such property upon the condition that any suspensive condition contained in such sale has to be fulfilled within 21 (twenty one) days of the Purchaser accepting such offer;

alternatively

*It is recorded that the Purchaser has sold his property situated at
.....This offer is therefore subject to the suspensive conditions in such sale being fulfilled by no later than, or alternatively that such property is transferred to the buyer of such property by no later than

3. VALUE ADDED TAX (VAT)

*The Seller hereby warrants that he is not, neither required to register as a vendor within the meaning of VAT Act and that consequently no VAT is payable pursuant to this sale;

or

*The Seller declares that he is a vendor within the meaning of the VAT Act and that the sale consequently attracts the payment of VAT. It is therefore accordingly agreed that the purchase price as set out in clause 1.1 hereof shall be deemed to include VAT. The Seller irrevocably instructs his conveyancer to establish such certificates, guarantees, payments or undertakings payable out of the proceeds of the sale upon registration of the transfer as the Receiver of Revenue may require. The Seller shall furnish tax invoices to the Purchaser for any VAT payment arising should such tax invoices be requested by the Purchaser.

4. RESIDENCE

- 4.1. *The Seller hereby warrants that he is a resident of the Republic of South Africa;

or

*Delete that which is not applicable

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- 4.2. *The Seller is a non-resident of the Republic of South Africa. The Seller accordingly hereby irrevocably authorises and instructs his conveyancers to deduct the applicable withholding tax from the purchase price on behalf of the Purchaser if the purchase price is R2 000 000.00 (two million rand) or more and to pay same to the Receiver of Revenue within 14 (fourteen) days after date of registration of transfer of the Property into the name of the Purchaser.

5. 72 HOUR RATIFICATION CLAUSE

Pending the fulfilment of the suspensive conditions as set out in clause 2, the Seller shall be entitled to continue to market the Property and should a *bona fide* offer for the Property be received prior to the fulfilment of such conditions and such competing offer not be subject to the sale of another property, the following shall apply:

- 5.1. A copy of the competing offer and proof of fulfilment of its suspensive conditions shall be delivered to the Purchaser, who shall be given 72 (seventy two) hours, including Saturdays, Sundays and public holidays from delivery to waive the condition mentioned in clause 2.3 above by written notice delivered timeously to the Agent or Seller.
- 5.2. Should the Purchaser not timeously waive the conditions as aforesaid, the Seller shall be entitled to accept the competing offer and, on acceptance thereof, this agreement between the Seller and the Purchaser shall thereupon immediately and automatically be of no further force or effect.

6. CONSUMER PROTECTION ACT NOT APPLICABLE

- 6.1. The Seller warrants to both the Purchaser and the Agent that he is not engaged in the sale of immovable property on an on-going basis and that the Property is not being sold in the ordinary course of the Seller's business.
- 6.2. The Seller and Purchaser are aware that the Seller's warranty herein means that the Consumer Protection Act 68 of 2008 does not apply to this sale agreement that comes into existence upon acceptance of this offer and that the relationship between the parties is not governed by the said act.

7. VOETSTOOTS

The Property is sold *voetstoots* as it stands and in the present condition of all buildings, erections or other improvements. The Property is further sold without any express or implied warranty against patent or latent defects in respect of the Property and all production capacity or of any other description whatsoever. The Purchaser acknowledges and declares that he has carefully inspected the Property and all improvements thereon, both completed and partially completed and that he knowledge of and is satisfied with the condition of the Property.

8. PURCHASER'S CAPACITY AND RESPONSIBILITY

- 8.1. Should there be more than 1(one) Purchaser, the obligations of the Purchasers shall be joint and severable. For purposes of this agreement, the singular shall include the plural and any reference to any one gender shall include a reference to the other genders.
- 8.2. If the Purchaser is acting as a trustee for a company to be formed and if the company is not formed and it does not ratify and adopt this agreement within 45 (forty five) days from the date of this offer, then the trustee, in his personal capacity shall be the Purchaser herein under, unless the parties agree otherwise in writing.
- 8.3. In the event that the Purchaser is acting as a trustee for a company to be formed and such company is subsequently formed and adopts and ratifies this agreement, the person signing this agreement on behalf of the Purchaser or trustee for the company of close corporation to be formed, hereby binds

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himself as surety and co-principle debtor *in solidum* with the Purchaser to the Seller for the fulfilment by the Purchaser of all the Purchaser's obligations under this agreement.

9. OCCUPATION

- 9.1. Occupation of the Property shall be given to the Purchaser on Registration at 12h00, by which date the Seller and all other occupants shall be obliged to vacate the Property, provided that should the Purchaser fail to pay the deposit or deliver the necessary guarantee timeously or fail to comply with any other terms of this agreement, the Seller shall be entitled, but not obliged to refuse the Purchaser occupation of the Property, in which event the Purchaser shall only be entitled to occupation of the Property once such breach(es) have been remedied.
- 9.2. Should the date of occupation not coincide with the registration date, then the party enjoying occupation whilst the other party is the registered owner shall be liable to pay the registered owner occupational interest of R 4.950 (Four thousand nine hundred and fifty) (amount in words) per month, free from deduction or set off.
- 9.3. If occupation is given to the purchaser before the date of registration, the Purchaser shall not be entitled, prior to such date of registration, to make any alterations to the Property without the prior written consent of the Seller, which consent shall be at the Seller's sole and absolute discretion. Should alterations be made to the property with or without the Seller's written consent and this agreement is cancelled, the Seller may either:
- 9.3.1. Require the Purchaser to remove such alterations and restore the Property to the original condition at the Purchaser's cost; or
- 9.3.2. Retain all improvements and alterations made to the Property in which event the Purchaser shall have no claim whatsoever against the Seller for such alterations and additions made by the Purchaser.
- 9.4. Any occupation payable shall be calculated from the date of occupation to the date of registration and shall be paid monthly in advance by the Purchaser to the Seller on the 1st day of occupation and thereafter on the 1st day of each and every subsequent month (pro rata for each portion of a month). All payments will be made into the nominated account of the Seller, or alternatively into the Seller's conveyancer's trust account.

10. POSSESSION

Possession of the Property shall be given to the Purchaser on registration of transfer of the Property into the Purchaser's name, from which date all benefits and risk of ownership of the Property shall pass to the Purchaser and from which date the Purchaser shall be liable for rates and taxes and other imposts levied thereon and shall be entitled to any rent accruing from the Property.

11. INCORRECT PROPERTY DESCRIPTION

If the Property has been erroneously described herein, such error shall be not be binding upon the parties, 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 the agreement to conform to the intention of the parties. Neither the Seller, nor the Agent shall be liable to point out any pegs or beacons in respect of the Property or be responsible for the payment of the costs of location thereof. The parties agree that the Purchaser shall have no claim against the Seller for any deficiency in the size of the Property which may be revealed on any re-survey, nor shall the Seller be entitled to any compensation for any excess in the size of the Property which is revealed in such re-survey.

*Delete that which is not applicable

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12. ALTERATIONS / PLANS

12.1. The Seller warrants that:

*all alterations, additions and improvements to the Property have been approved by the relevant local authority and that all plans which are required have been submitted to and approved by such local authority.

alternatively

*other than

.....

 all alterations, additions and improvements to the Property have been approved by the relevant local authority and that all plans which are required have been submitted to and approved by such local authority

12.2. Notwithstanding anything else contained in this agreement, if the Seller shall be in breach of this clause or the warranty contained in this clause, the Purchaser shall be not be entitled to cancel this agreement or to avail himself of the rights set out in the breach clause. The Purchaser shall only be entitled to demand that the Seller shall, at the Seller's expense, rectify same as soon as possible.

13. TRANSFER

13.1. Registration of transfer of the Property into the name of the Purchaser shall be attended to by the following attorney firm:

13.2. The Purchaser shall effect payment immediately upon receipt of any account from the said conveyancers of all costs and incidentals to such transfer, including transfer duty, transfer costs and a reasonable estimate made by the Seller's conveyancers of the Purchaser's ultimate pro rata share of rates, taxes and levies and pay on demand to the attorneys attending to the registration of the mortgage bond referred to in clause 2.1 above all costs and incidentals to the registration of such mortgage bond.

13.3. The Seller and the Purchaser undertakes to, immediately upon being requested to do so, sign all documents required to be signed in connection with the transfer, the cancellation of all bonds presently registered over the Property and the registration of any bonds to be registered in terms of this agreement.

13.4. In the event of the agreement being cancelled as a result of the breach of any of the terms of this agreement by either the Purchaser and Seller, the party in breach shall be liable for and pay on demand to the conveyancer all fees and disbursements reasonably incurred by the conveyancer as at the date of cancellation.

14. AGENT'S COMMISSION

14.1. The Seller / Purchaser* shall be liable for payment of the Agent's commission equal to4..... % of the purchase price, plus VAT, thereon.

14.2. The Agent's commission is earned and payable after acceptance of the purchaser's offer by the Seller but only if all suspensive conditions set out herein have been met or upon cancellation of this agreement for any reason whatsoever, including any mutual cancellation.

14.3. If the agreement is lawfully cancelled due to a breach by the Purchaser, the Purchaser shall be liable for payment of the Agent's commission. In the event that the agreement is cancelled by the mutual

*Delete that which is not applicable

consent of the Seller and the Purchaser, the Purchaser and Seller will jointly and severally be liable for payment of the Agent's commission to the Agent.

14.4. The parties irrevocably instruct the Seller's conveyancers to pay the commission to the Agent immediately after such commission has been earned and if the agreement is cancelled due to any default by the Purchaser or by mutual consent between the Purchaser and the Seller, to pay such commission out of the deposit and any other monies held by the conveyancer. The Purchaser and the Seller hereby indemnifies the conveyance against any claims or damages or otherwise that may be instituted by any party to this agreement for reason of payment of the commission having been made to the Agent in accordance with this clause.

14.5. The Seller and Purchaser hereby warrants that the Agent is the sole and effective cause of the sale and it is hereby recorded that the Purchaser warrants to the Seller that he has not been introduced to the Property by any other person other than the Agent.

15. ELECTRICAL INSTALLATION COMPLIANCE CERTIFICATE

15.1. The Seller shall obtain at his cost a valid Electrical Certificate of Compliance as prescribed by the Occupational Health and Safety Act 85 of 1993. The Seller shall deliver the said Electrical Certificate of Compliance to the Purchaser prior to registration of the transfer. Upon delivery of such certificate, the certificate shall not be older than 1 (one) year from the date of issue thereof.

15.2. In the event of an electric fence installation installed on the property, the Seller shall, in compliance with Section 12(2) of the Electrical Machinery Regulations 2011, provide the Purchaser with an additional Compliance Certificate issued by an accredited authority confirming compliance of the electric fence installation with SANS 60335-2-76.

15.3. If the electrical installation on the Property is faulty, the Seller shall repair the electrical installation at his cost in order to deliver the required Electrical Certificate of Compliance to the Purchaser. The Seller undertakes not to make any alterations to the electrical installation of the Property after the issue of the certificate.

15.4. Should the Seller fail to deliver the Electrical Certificate of Compliance, the Purchaser shall be entitled, but not obliged, to obtain an Electrical Certificate of Compliance in respect of the Property at his own costs and the conveyancers are hereby irrevocably instructed by the Seller to pay the Purchaser from the proceeds of the sale on the date of registration of transfer of the Property into the name of the Purchaser all costs incurred by the Purchaser for obtaining such Electrical Certificate of Compliance, including any repair costs necessary to obtain the certificate.

16. *GAS COMPLIANCE CERTIFICATE

The Seller shall ensure, at the Seller's expense, that all the equipment and gas installations at the Property comply with Regulation R734 issued in terms of the Occupational Health and Safety Act of 1993 and shall, in respect of Regulation 6(2), provide the Purchaser with a valid of Certificate of Conformity issued by an authorised person prior to the registration of the transfer.

17. *BORER BEETLE CERTIFICATE

17.1. The Seller shall, at his cost, have the accessible portions of the Property inspected by a qualified Woodborer Inspector for infestation by wood destroying insects and have such timber treated or replaced as specified by the said Inspector. Should there be any evidence of such infestation, the Seller shall at his expense cause such infestation to be eradicated within 10 (ten) days of him being advised thereof. The Seller shall arrange for the report or certificate to be delivered to the Seller's conveyancers prior to registration.

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17.2. Upon registration of the transfer, the Seller's conveyancers will provide the Purchaser with the Woodborer Inspector's report and shall not be entitled to proceed with registration of this transfer until such report has been obtained.

18. DOMICILIUM

The Seller and the Purchaser agree that any notice or legal processes served or delivered in terms of this agreement shall be received at the *domicilium* address chosen by them on the front page of this agreement and shall be deemed to have been received on the date the document is delivered to such chosen *domicilium* address or within 3 (three) days if posted by pre-paid registered post to the *domicilium* address.

19. DEFAULT

The party failing to pay any of the amounts referred to in this agreement on the due date or breaching any of the terms or conditions hereof and persisting in such failure or breach for a period of 7 (seven) days after dispatch of written notice from the aggrieved party calling upon the defaulting party to make such payment or remedy such breach, the aggrieved party shall be entitled at its sole discretion and without prejudice to any of its rights in terms of this agreement or in law, either to:

- 19.1. Claim specific performance of the terms or conditions of this agreement; or
- 19.2. Cancel this agreement forthwith and without further notice claim and recover damages from the defaulting party; or
- 19.3. Cancel this agreement and retain all amounts paid by the defaulting party, less the Agent's commission which has been earned in terms of this agreement, plus VAT thereon, as rowwkoop or as liquidated damages or as payment in respect of the prejudice agreed upon which has been suffered by the aggrieved party cancelling the agreement as a result of the defaulting party's breach of the agreement.

20. COOLING OFF

If the purchase price is less than R250 000.00 (two hundred and fifty thousand rand) and if the Purchaser is a natural person, the parties attention is drawn to the fact that Section 29(A) of the Alienation of Land Act 68 of 1981 applies to this agreement. Under such circumstances, notwithstanding any other clauses in this contract, the Purchaser has the right to revoke this offer or terminate this agreement by written notice to be delivered to the Seller or the Agent on or before midnight on the 5th (fifth) working day after signature of this agreement by the Purchaser. The Purchaser's attention is drawn to the fact that such notice will be of no force and effect unless it is signed by the Purchaser and describes the offer or agreement that is being revoked or terminated, as the case may be.

21. GENERAL

- 21.1. In the event that any word, phrase, clause, sentence or provision of this agreement is found to be invalid, unlawful or unenforceable, such word, phrase, clause, sentence or provision shall be severed from the remaining words. The fact that any word, phrase, clause, sentence or provision has been severed shall in no way effect the validity of this agreement.
- 21.2. The parties agree to the jurisdiction of the Magistrate's Court as provided for in Section 45 of the Magistrate's Court Act 32 of 1944 in respect of any action instituted arising out of or in connection with this agreement, notwithstanding that such proceedings are beyond the jurisdiction of the Magistrate's Court. However, the Seller is entitled, in his sole discretion, to institute any action against the Purchaser in any High Court which may have jurisdiction.

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- 21.3. No latitude or extension of time which may be permitted by the Seller shall under any circumstances be deemed to be a waiver of any of the Seller's rights and the Seller shall be entitled to require strict and punctual compliance with each and every provision of the terms in this agreement and no estoppel shall be created thereby.
- 21.4. This document constitutes the entire agreement between the Seller and the Purchaser. The Seller shall not be bound by any other terms or conditions, promises or statements, warranties or representations, whether express or implied, made by the Seller or the Agent or any of its employees or any other person purported to act for and on behalf of the Seller not contained in this agreement.
- 21.5. No variation, amendment or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by the parties thereto.
- 21.6. Because of the risk analysis that are performed on both the Seller and Purchaser by the South African Revenue Service on all property transactions, both the Seller and Purchaser guarantee to each other and to the Agent that all tax matters, personal and otherwise, including, but not limited to tax returns, are in order and that all current payments are up to date. The party that does not comply with the foregoing shall be liable for all costs incurred and damages as a result of non-compliance with the guarantee. The aggrieved party shall be entitled to place the defaulting party on terms and then cancel the agreement if this guarantee is not met. This remedy is addition to all rights of the parties under this agreement and common law.

22. ADDITIONAL CONDITIONS

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PURCHASER

SIGNED AT.....ON THIS.....DAY OF.....20.....

AS WITNESSES:

1.

2.

.....
PURCHASER

PURCHASER'S SPOUSE

I, the aforementioned Purchaser's spouse, hereby grant my permission to the purchase of the Property as described herein.

SIGNED AT.....ON THIS.....DAY OF.....20.....

AS WITNESSES:

1.

2.

.....
PURCHASER'S SPOUSE

ACCEPTANCE

The aforementioned Purchaser's offer is hereby accepted and the sale is confirmed by me, the Seller.

SIGNED AT.....ON THIS.....DAY OF.....20.....

AS WITNESSES:

1.

2.

.....
SELLER

SELLER'S SPOUSE

I, the aforementioned Seller's spouse, hereby grant my permission to the sale of the Property as described herein.

SIGNED AT.....ON THIS.....DAY OF.....20.....

AS WITNESSES:

1.

2.

.....
SELLER'S SPOUSE

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INFORMATION SHEET – SELLER(S)

(Complete one for each Seller)

FULL NAMES : _____

SURNAME : _____

IDENTITY NUMBER : _____

MARITAL STATUS : _____

COUNTRY OF MARRIAGE : _____

IN/OUT OF COMMUNITY OF PROPERTY : _____

WITH/WITHOUT ACCRUAL : _____

INCOME TAX NO : _____

POSTAL ADDRESS : _____

CURRENT RESIDENTIAL ADDRESS : _____

FUTURE RESIDENTIAL ADDRESS : _____

TEL : _____

E-MAIL : _____

CELL : _____

BOND HOLDER : _____

BOND A/C NUMBER : _____

APPROXIMATE BALANCE : _____

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INFORMATION SHEET: PURCHASER/S
 (Complete one for each Purchaser)

FULL NAMES : _____

SURNAME : _____

IDENTITY NUMBER : _____

MARITAL STATUS : _____

COUNTRY OF MARRIAGE : _____

IN/OUT OF COMMUNITY
OF PROPERTY : _____

WITH/WITHOUT ACCRUAL : _____

INCOME TAX NO : _____

POSTAL ADDRESS : _____

CURRENT RESIDENTIAL
ADDRESS : _____

FUTURE RESIDENTIAL
ADDRESS : _____

TEL : _____

E-MAIL : _____

CELL : _____

*Delete that which is not applicable

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