

## DEED OF SALE

### MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:-

\_\_\_\_\_  
**Identity number** \_\_\_\_\_

**Income Tax number:** \_\_\_\_\_

**and**

\_\_\_\_\_  
**Identity number** \_\_\_\_\_

**Marital status:** \_\_\_\_\_

**Income Tax number:** \_\_\_\_\_

P O BOX \_\_\_\_\_

TEL: \_\_\_\_\_

e-mail: \_\_\_\_\_

(hereinafter called the SELLER)

AND

\_\_\_\_\_  
**Identity number** \_\_\_\_\_

**Income Tax number:** \_\_\_\_\_

**and**

\_\_\_\_\_  
**Identity number** \_\_\_\_\_

**Marital status:** \_\_\_\_\_

**Income Tax number:** \_\_\_\_\_

P O BOX \_\_\_\_\_

TEL: \_\_\_\_\_

e-mail: \_\_\_\_\_

(hereinafter called the PURCHASER)

**Theunissen, Louw & Partners**  
**Schutzen Haus, no. 1 Schutzen Street**  
**Windhoek, NAMIBIA**  
**Tel : 237856 // Fax : 228335**

**WITNESSETH:****1. SALE AND PURCHASE:**

That the SELLER hereby sells to the PURCHASER who hereby purchases:

**CERTAIN:** Erf no. \_\_\_\_\_ **FINKENSTEIN**

**SITUATE:** In the Municipality of Windhoek

**REGISTRATION DIVISION " K "**

**KHOMAS REGION**

**MEASURING:** \_\_\_\_\_ Square metres

**HELD BY:** Deed of Transfer no. \_\_\_\_\_

(hereinafter referred to as the PROPERTY) subject to all such conditions and servitudes which may exist in regard thereto, and in the condition and to the extent such as it now lies, and upon the following terms:-

**2. PURCHASE PRICE AND PAYMENT**

2.1 The PURCHASE price is the sum of N\$ \_\_\_\_\_ payable by the PURCHASER as follows:

2.1.1 A deposit in the amount of N\$ \_\_\_\_\_ upon date of signature of this agreement directly to the Conveyancer's Trust Account, Theunissen, Louw & Partners, First National Bank of Namibia Limited, branch code:281 972 Account No:55500140880.

2.1.2 The balance of the purchase price in the amount of N\$ \_\_\_\_\_ on date of registration of the property into the name of the PURCHASER.

2.2 The PURCHASER shall be obliged, when called upon by the hereinafter mentioned Conveyancers, to furnish an acceptable Banker's or Building Society guarantee to the SELLER for the amount of N\$ \_\_\_\_\_ payable at such place and to such person in Namibia as the SELLER may determine, payment to be effected in the currency of the Republic of Namibia without deduction or demand.

2.3 This agreement is subject to the suspensive condition that a loan secured by a bond totalling N\$ \_\_\_\_\_ is granted by a Building Society, Commercial Bank or any other financial institution at prevailing bank or building society rates before or on \_\_\_\_\_. The PURCHASER

undertakes to immediately take all necessary steps and to sign all necessary documents, as well as to comply and procure compliance with all the requirements of the lender. The PURCHASER shall be obliged to, upon request by the SELLERS, furnish proof of the application.

### 3. ESTATE AGENT'S COMMISSION

The seller shall pay the Agent's Commission of N\$\_\_\_\_\_ which commission shall be deemed to have been earned upon the signature of this Deed of Sale by both parties, as well as the subsequent fulfilment of clause 2.3 and shall be payable upon the effective date.

The parties hereto furthermore agree that in the event of the sale being cancelled or transfer not being implemented as a result of any failure by the purchaser to carry out the purchaser's obligations hereunder, then the purchaser shall be liable to the seller and/or the Agent for the agent's commission above-mentioned.

In the event of a deposit having been made, then upon registration of transfer into the name of the purchaser or upon cancellation hereof for whatsoever reason, the Agent shall be entitled to receive payment of commission based on the full purchase price directly out of such deposit, unless the commission shall have been previously paid. Should the sale be cancelled or transfer not be implemented as a result of any failure by the seller to carry out the seller' obligations hereunder, then the seller shall be liable to the Agent for the agent's commission abovementioned.

The provisions of this clause 3 hereof, are intended by the seller and the purchaser to be a contract for the benefit of the Agent (stipulatio alteri) which may be enforced by the Agent, it being recorded and agreed that the Agent has accepted the benefits hereof by the Agent's signature at the foot hereof.

The purchaser hereby warrants that the only Agent who introduced him to the said property is \_\_\_\_\_ (Agent name & tel no.) of \_\_\_\_\_ (Agency's name), Receiver of Revenue Income Tax number: \_\_\_\_\_ and hereby indemnifies and holds the seller free and harmless from and against any claim which may be made by any other Agent in respect of commission arising out of the sale of the property where such other Agent claims to have actually introduced the purchaser to the property and/or to the seller in connection with the transaction therein set forth.

The commission will be paid into the account of the Agency, being:

Name of Bank: \_\_\_\_\_

Bank Branch code: \_\_\_\_\_

Account type: \_\_\_\_\_

Account no.: \_\_\_\_\_

#### 4. OCCUPATION AND POSSESSION

4.1 Possession and occupation of the property will be given to the PURCHASER and the PURCHASER shall be obliged to take possession thereof on date of registration into the name of the PURCHASER from which date the PURCHASER shall be liable for all municipal rates and taxes and/or fees payable on the property, and from which date the property shall be the sole risk, profit or loss of the PURCHASER. Should the SELLER have made any payment of such a nature for a period after the date of possession, he shall be entitled to a refund thereof pro rata to the period of prepayment.

4.2 If occupation is given to the PURCHASER before the date of transfer:-

- i. The PURCHASER shall not be entitled to make any alterations to the property before transfer without the prior written consent of the SELLER, which consent shall be at the SELLER'S sole and absolute discretion.
- ii. The PURCHASER shall be obliged to vacate the property forthwith upon cancellation of the sale for any reason whatsoever, it being agreed that no tenancy shall be created by any such prior occupation.

#### 5. OCCUPATIONAL INTEREST

If transfer is not registered into the name of the PURCHASER before date of possession, or, if the parties agree on a date of occupation other than the date of possession stipulated above, then the PURCHASER shall be obliged and bound to pay the SELLER compensation for occupation of the property in the amount of N\$\_\_\_\_\_ per month or any part thereof for any period during which the PURCHASER has been in occupation of the property before the date of transfer. Likewise, should the SELLER remain in occupation of the property after date of registration of the transfer he shall become liable for payment of occupational interest in an amount similar to that stipulated above. Occupational interest shall be payable monthly in arrears before or on the last day of each respective month.

#### 6. TRANSFER AND TRANSFER COSTS

Transfer of the property shall be effected by the SELLER'S conveyancers **THEUNISSEN, LOUW & PARTNERS** no. 1 Schutzen Street, Windhoek, Tel: 061 – 237 856, within a

reasonable time after the PURCHASER has complied with the terms of clause 1 hereof and made payment to the SELLER'S conveyancers of transfer duty, revenue stamps and all other costs of transfer and matters incidental thereto, for all of which the PURCHASER shall be liable and obliged to make provision on demand.

## **7. BREACH**

Should the PURCHASER fail to furnish the guarantee/s under clause 1 above by the date mentioned therein, and/or fail to comply with any other obligations under this contract within seven days of the date of despatch by prepaid registered post of written notice requiring the PURCHASER to carry out the obligation/s in question, then in such event the SELLER shall be entitled (in addition to and without prejudice to any other rights available at Law):-

7.1 To claim specific performance on the part of the PURCHASER, OR

7.2 To cancel this Agreement and to recover from the PURCHASER any damages which the SELLER may have sustained by reason of the aforesaid breach and subsequent cancellation by the SELLER of this agreement.

## **8. EXTENT OF PROPERTY**

8.1 The SELLER shall not be liable for any deficiency in the extent of the property hereby sold, nor shall the SELLER benefit by any possible surplus. The property is sold Voetstoots (as it stands) as to condition and extent, and the SELLER shall not be liable for any defects, either latent or patent. If the PROPERTY has been erroneously described herein, such mistake or error shall not be binding on the SELLER but the description of the PROPERTY as set out in the Title Deed shall apply and the parties agree to the rectification hereof to conform to the intention of the parties. The PURCHASER is hereby deemed to have made himself acquainted with the situation, boundaries, nature, condition, extent and locality of the PROPERTY the SELLER and/or the Agent being entirely free from any liability in respect thereof.

8.2 The SELLER and/or the Agent shall not be required to indicate to the PURCHASER the position of the beacons and/or pegs of the property.

## **9. DOMICILIUM CITANDI ET EXECUTANDI**

The parties hereby select for all purposes of this contract the addresses set out by them hereinunder as the domicilium citandi et executandi by each of them for the delivery of all notices and/or process thereto, it being agreed that all notices despatched in the Republic of South Africa and Namibia by prepaid registered post to the domicilium selected shall be deemed to have been

received seven (7) days from the date of posting thereof. Either party may from time to time change that parties domicilium by delivery of written notice to the other party to that effect.

SELLER: \_\_\_\_\_  
 \_\_\_\_\_

PURCHASER: \_\_\_\_\_  
 \_\_\_\_\_

**10. JURISDICTION**

For the purposes of all or any proceedings herein the parties hereby consent to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under Section 28 of the Magistrate's Court Act of 1944, as amended; notwithstanding that such proceedings are otherwise beyond this jurisdiction this clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court pursuant to Section 45 of the Magistrate's Court act of 1944 as amended. Notwithstanding the foregoing, the SELLER shall have the right at the SELLER'S sole option and discretion to institute proceedings in any other competent Court which might otherwise have jurisdiction.

**11. GENERAL**

11.1 Any 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 not in any circumstances be deemed to be a waiver of the SELLER'S right at any time, to require strict an punctual compliance with each and every provision or term hereof.

11.2 Any agreement between the PURCHASER and SELLER to cancel, alter or add to this Deed of Sale shall not be binding and shall be of no force nor effect unless reduced to writing and signed by the parties witnesses.

11.3 The parties agree that this Deed of Sale constitutes the entire contract between them and that there are no other conditions, stipulations, warranties or representations whatsoever made, other than such as may be included herein and signed by the parties hereto.

11.4 The PURCHASER shall not be entitled to sell, cede, assign or make over the PURCHASER'S rights in terms hereof without the SELLER'S prior written consent.

**12. If the PURCHASER signs this Agreement:-**

12.1 as trustee or agent for a company or close corporation to be incorporated:-

12.1.1 the PURCHASER in his personal capacity shall be regarded as PURCHASER in terms of this agreement unless the said company or Close Corporation is incorporated and duly adopts and ratifies this agreement within 30 (thirty) days after the date upon which the SELLER signs this agreement; or

12.1.2 in the event of the said company or close corporation being duly incorporated and adopting and ratifying this agreement in terms of 12.1.1 above, then the PURCHASER by his signature hereto, hereby interposes and binds himself in favour of the SELLER as surety for and co-principal debtor in solidum with such company or close corporation for the due and timeous performance by it of all of its obligations as PURCHASER in terms of this agreement;

12.2. in his personal capacity, but with the right to nominate an as yet undisclosed third party (“the nominee”) to be the PURCHASER in terms of this Agreement:-

12.2.1 the PURCHASER shall be personally liable as PURCHASER in terms of this agreement unless the nominee advises the SELLER in writing within 30 (thirty) days after the date upon which the SELLER signs this agreement that such nominee:-

- i. is the undisclosed third party for whom the PURCHASER was acting when he signed this agreement; and
- ii. undertakes to be bound by all the terms and conditions of this Agreement as PURCHASER in terms hereof;

12.2.2 in the event of the nominee duly advising the SELLER in terms of 12.2.1 above, then the PURCHASER by his signature hereto hereby interposes and binds himself in favour of the SELLER as surety for and co-principal debtor in solidum with the nominee for the due and timeous performance by the nominee of all of his obligations as PURCHASER in terms of this agreement.

### **13. BUILDING COMPLIANCE CERTIFICATE**

13.1 The Seller shall arrange, at his expense, to have the buildings or structures erected upon the property and the current use of the property, inspected by an authorized

inspector as defined in Regulation 1 of the Municipality of Windhoek Building Regulations published under General Notice 57 of 28 April 1969 and to furnish the transferring Attorney and/or the Purchaser with a CERTIFICATE OF COMPLIANCE of the buildings as erected and the use thereof.

13.2 Should any work be required to be done or any other actions to be taken before the CERTIFICATE OF COMPLIANCE can be issued, then such work shall be effected and such actions taken by the Seller at the expense of the Seller prior to registration of the transfer.

13.3 In the event of registration of transfer being effected for whichever reason without the Seller having furnished the transferring Attorney and/or Agent or the Purchaser with a CERTIFICATE OF COMPLIANCE as provided for hereinbefore, none of the parties to this agreement shall have any claim or action whatsoever against the transferring Attorney and/or Agent and they, by their signatures hereto, irrevocably and in rem suam indemnify the transferring Attorney and/or Agent against any such claim or action.

#### 14. **HOMEOWNERS ASSOCIATION**

14.1 The PURCHASER hereby records and acknowledges that the PROPERTY is subject to the authority of the FINKENSTEIN MANOR HOME OWNERS ASSOCIATION (hereinafter referred to as the F.M.H.A.). Against transfer of the PROPERTY into his name the PURCHASER shall *ipso facto* become a member of the said F.M.H.A.. By adding his signature to this agreement the PURCHASER accepts the terms and conditions of the constitution of the F.M.H.A. the contents, force and effect of which he hereby declares himself to be fully acquainted with.

14.2 The PURCHASER hereby acknowledges himself to be bound to the design guidelines of the F.M.H.A.

14.3 The PURCHASER hereby acknowledged himself to be bound to the agreement entered into between the F.M.H.A and Moltkeblick Game Farm (Proprietary) Limited.

14.4 The PURCHASER irrevocably and unconditionally acknowledges and accepts the notarial deed of imposition of conditions registered against the property essentially in the form of and with the terms and conditions contained in Annexure "A" hereto.

14.5 This agreement is subject to the written approval of the F.M.H.A. in terms of the conditions contained in Annexure "A" referred to above.



**15. SERVITUDES**

15.1 The PURCHASER hereby unconditionally and irrevocably consents to the registration of all necessary servitudes (for instance, but not limited to right of way; services, like water, electricity and sewerage ect.) over the property, and undertakes to sign all documents necessary for such registration on demand.

15.2 The PURCHASER will, upon request by the conveyancers, sign all documents necessary for the registration of any sewer servitude, if any.

**16. LEVIES PAYABLE**

The SELLER hereby acknowledge liability for payment of an amount equal to 5% of the sale value to the Finkenstein Manor Owners Association and hereby instruct the conveyancers to deduct the amount of N\$\_\_\_\_\_ from the purchase price and to pay same to the said Finkenstein Manor Owners Association upon registration of the transfer into the name of the PURCHASER.

**17. SPECIAL CONDITION**

It is hereby recorded that the PURCHASER may appoint a Building Contractor of his/her own choice to construct a residence on the said property, subject however to the express condition that, should the PURCHASER elect not to use the contractor appointed by the DEVELOPER, he/she will become liable for payment to the DEVELOPER of an amount equal to the difference between the original value and the current value of the erf as determined by the DEVELOPER.

THUS DONE AND SIGNED by the SELLER at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_

**WITNESSES:**

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

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

SELLER

THUS DONE AND SIGNED by the PURCHASER at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_

**WITNESSES:**

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

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

PURCHASER

THUS DONE AND SIGNED by the ESTATE AGENT at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_

**WITNESSES:**

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

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

ESTATE AGENT



1. \_\_\_\_\_  
**Identity number** \_\_\_\_\_  
 \_\_\_\_\_  
**Identity number** \_\_\_\_\_  
 \_\_\_\_\_

(hereinafter called "THE OWNER")

by virtue of a Power of Attorney granted to him at WINDHOEK on the  
day of \_\_\_\_\_, and

2. \_\_\_\_\_  
 in his capacity as trustee and duly authorized thereto by the **FINKENSTEIN MANOR OWNERS ASSOCIATION**

(hereinafter referred to as the ASSOCIATION),

by virtue of a Power of Attorney granted to him at WINDHOEK on the  
day of \_\_\_\_\_

which Power of Attorney appointing the Appearer have this day been exhibited to me and now remains  
filed in my Protocol,

**AND** the said Appearer declared that:

**WHEREAS** the OWNER is the registered OWNER of certain land described as

**CERTAIN:** Erf no. \_\_\_\_\_ Finkenstein  
**SITUATED:** In the Municipality of Windhoek  
**REGISTRATION DIVISION "K"**, Khomas Region  
**MEASURING:** \_\_\_\_\_ Square metres  
 as indicated on General Plan no. \_\_\_\_\_  
**HELD BY** Deed of Transfer no. \_\_\_\_\_

(hereinafter referred to as "the Property")

**AND WHEREAS** the OWNER and the ASSOCIATION have agreed to impose the following  
conditions against the respective property and or any subdivision thereof.

-3-

**NOW THEREFORE THE APPEARER DECLARED THAT**

1. The property shall be subject to the following conditions in favour of the ASSOCIATION, namely:
  - 1.1 Such servitudes across the property as may be necessary for the purposes of servitude of allowing electricity cables and/or wires, main and/or other water pipes and pipelines and foul sewers and stormwater pipes, ditches and channels of any other property or properties to be conveyed across the property, and surface installations such as mini-substations, meter kiosks and service pillars to be installed thereon in such manner and position as may from time to time be reasonably required.
  - 1.2 The OWNER and/or its successors in title shall by virtue of his ownership of the PROPERTY automatically become and remain a member of the ASSOCIATION and be bound by its Constitution or Memorandum and Articles of ASSOCIATION and any Rules adopted by the ASSOCIATION as amended from time to time until such OWNER ceases to be an OWNER.
  - 1.3 The OWNER and/or its successors in title shall by virtue of its automatic membership of the ASSOCIATION, and payment of levies as such be liable for the management and future maintenance and replacement of all services upon the PROPERTY which services, include but are not limited to water, electricity, street, open spaces and sewer, maintenance, and security.
  - 1.4.1 The PROPERTY or any portion thereof shall not be sold, alienated, transferred or leased by the registered owner without a written contract approved by the ASSOCIATION in writing which approval shall only be issued once the ASSOCIATION has confirmed in writing that it has satisfied itself that all conditions imposed by the ASSOCIATION have been met and that all amounts due to it by the OWNER have been paid.
  - 1.4.2 No OWNER of shares in a company, or of membership interest in a close corporation, which is the OWNER of a PROPERTY in the township development, shall be entitled to sell, donate, lease or otherwise alienate his shares or membership interest, without a written contract approved by the ASSOCIATION, in writing, which approval shall only be issued once the ASSOCIATION has confirmed in writing that it has satisfied itself that all conditions imposed by the ASSOCIATION have been met and that all amounts due and payable to it by the OWNER has been duly paid.

-4-

- 1.4.3 No trustee of a trust which is the OWNER of PROPERTY in the township development shall sell, donate, lease or otherwise alienate the beneficial interest in the trust without a written contract approved by the ASSOCIATION in writing, which approval shall only be issued once the ASSOCIATION has confirmed in writing that it has satisfied itself that all conditions imposed by the ASSOCIATION have been met and that all amounts due and payable to it by the OWNER has been duly paid.
- 1.4.4 In view of the consent and approval to be obtained from the Owners Association for the resale of any erf or unit, or the sale of any shares or interest in any corporate entity, such entity being the owner of an erf or unit, and the necessity for the protection of such rights of the Owners Association, it is a specific condition of approval by the Owners Association of such resale that the registration of transfer, alienation or disposition shall be attended to by the legal practitioners of the Finkenstein Portion Three Trust, or the legal practitioners of the Association from time to time. The PURCHASER acknowledges the need for this condition and does hereby irrevocably agree to the Finkenstein Portion Three Trust or the Owners Association appointing the said legal practitioners to register such resale or transfer of shares or interest.
- 1.5 The conditions herein contained shall not prejudice the legal rights of any bondholder in respect of any bond registered or to be registered over the property.
- 1.6.1 The alienation of a PROPERTY by the Owner (which includes the sale of shares in a company, the sale of membership interest in a close corporation and or the sale of an interest in a trust) or his successors in title shall be subject to the payment of the following levies and contributions, namely: an amount equal to 5% (five percent) of the re-sale price or the value determined in terms of clause 1.6.3 hereof.
- 1.6.2 The OWNER or his assigns will be liable to issue a bank guarantee for the amounts due to the ASSOCIATION in favour of the nominated legal practitioner of the ASSOCIATION, which guarantee must be to the satisfaction of the said legal practitioner and payable against transfer of the PROPERTY, shares or interest into the name of the PURCHASER.
- 1.6.3 In the event of testamentary or intestate disposition the value of the PROPERTY, shares or interest will be in accordance with the value accepted by the master of the High Court in the liquidation and distribution account. If, however, the value

-5-

of the PROPERTY or the interest in the PROPERTY, stated in the liquidation and distribution account has been reduced by the value of an outstanding bond, or in the case of a change of a beneficiary of a trust, which will result in no entry in the liquidation and distribution account, then the value of the PROPERTY or the value of the interest in the PROPERTY, for purposes of calculating the 5% levy, shall be the fair market value of the property determined by a sworn valuator, without taking into account the value of the outstanding bond.

- 1.6.4 The abovementioned liability to pay a 5% levy, shall be applicable ad infinitum on every property in the Finkenstein Manor and may only be varied or cancelled with the written consent of the ASSOCIATION.
- 1.7 The PROPERTY may only be permanently occupied by persons of whom 1 (one) is 50 (fifty) years of age or older and in the event of Sectional Title Units, 1 (one) is 60 (sixty) years of age or older.
- 1.8 Neither the PROPERTY nor any interest therein or thereto, shall be sold or transferred to any person or entity who has not agreed to become a member of the ASSOCIATION and to be bound by its Memorandum and Articles of ASSOCIATION and any Rules adopted by it and who has not secured payment by way of a debit order or such other method of payment acceptable to the ASSOCIATION of the monthly levy due to it.
- 1.9 No further improvements of any nature may be effected on the PROPERTY without the prior written approval of the SELLER or ASSOCIATION or its nominee and any building plans in respect of any such improvements to be erected on the PROPERTY shall be subject to prior written approval of the said ASSOCIATION. Such approval will be required without limitation to all external finishes including materials and colours for all exterior walls, roofs and windows and such improvements shall at all times comply with the Architectural Plans and Specifications as accepted by the ASSOCIATION.
- 1.10 The OWNER and/or its successors in title of the PROPERTY shall not make any application for the rezoning, consolidation or subdivision of his PROPERTY without the prior written consent of the ASSOCIATION.
- 1.11 The PROPERTY shall be subject to a right of access by the ASSOCIATION and its appointed employees and/or agents for the purpose of the construction and day to day maintenance of services including that of water, sewerage, drainage,

electricity, telecommunication services, roads and pathways, which right also to place on such PROPERTY any material that may be excavated on the PROPERTY or any adjacent PROPERTY.

2. The OWNER or his successors in title shall further be entitled to make use of all roads and pathways constructed within the DEVELOPMENT, the ownership of which will vest in the ASSOCIATION, for purposes of obtaining access to the PROPERTY and such use shall be so vested in perpetuity.

3. SUCCESSORS IN TITLE

The terms "OWNER" and "ASSOCIATION" include their respective successors in title or assigns and all the rights and obligations herein created are so vested and imposed in perpetuity.

4. ACCEPTANCE

And the appearer on behalf of the OWNER and the ASSOCIATION hereby accept, in so far as is necessary, the benefits of the agreement subject to the terms and conditions aforesaid.

THIS DONE AND EXECUTED by the appearer before me, Notary Public on the day month, and year first aforewritten, in the presence of the subscribing witnesses.

**AS WITNESSES:**

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

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

QUOD ATTESTOR

\_\_\_\_\_  
NOTARY PUBLIC



**Please note that this Confirmation on its own is not sufficient proof in terms of the Financial Intelligence Act, No. 3 of 2007 and additional documents as specified, must still be supplied, if required to do so**

**Information required by Bond or Transfer Attorney to comply with  
Financial Intelligence Act, No. 3 of 2007**

I, the undersigned,

\_\_\_\_\_ *«Purchaser»*  
*Identity number* \_\_\_\_\_

HEREBY CONFIRM THAT THE FOLLOWING INFORMATION ARE TRUE AND CORRECT

1. THAT my name and identity number/date of birth are correct as reflected above and annexed hereto a copy of my identity document / my passport.
2. THAT my current residential address is as follows:  
\_\_\_\_\_
3. THAT my postal address is as follows:  
\_\_\_\_\_
4. THAT my income tax number at the Receiver of Revenue is \_\_\_\_\_
5. THAT the source of income/funds to finance the transaction registration is as follows:  
Cash – please specify origin of money: \_\_\_\_\_  
Financial Institution – please specify: \_\_\_\_\_
6. I am unmarried Yes / No  
I am married to \_\_\_\_\_  
on (date) \_\_\_\_\_ in community of property / out of  
community of property at (place) \_\_\_\_\_  
*(please attach copy of spouse’s identity document, marriage certificate and marriage contract, if applicable)*

**CONTACT DETAILS OF PURCHASER**

Name of Employer: \_\_\_\_\_  
Telephone No. (Work): \_\_\_\_\_  
Telephone No. (Home): \_\_\_\_\_  
Cellphone No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

This done and signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature - Purchaser

**Please note that this Confirmation on its own is not sufficient proof in terms of the Financial Intelligence Act, No. 3 of 2007 and additional documents as specified, must still be supplied, if required to do so**

**Information required by Bond or Transfer Attorney to comply with  
Financial Intelligence Act, No. 3 of 2007**

I, the undersigned,

\_\_\_\_\_ «*Seller*»  
**Identity number** \_\_\_\_\_

HEREBY CONFIRM THAT THE FOLLOWING INFORMATION ARE TRUE AND CORRECT

1. THAT my name and identity number/date of birth are correct as reflected above and annexed hereto a copy of my identity document / my passport.

2. THAT my current residential address is as follows:

\_\_\_\_\_

3. THAT my postal address is as follows:

\_\_\_\_\_

4. THAT my income tax number at the Receiver of Revenue is \_\_\_\_\_

5. THAT there is a bond registered over the property:

Bank in who's favour a bond is registered: \_\_\_\_\_

No bonds registered over the property: Original Deed of Transfer no. T \_\_\_\_\_  
annexed hereto.

6. I am unmarried Yes / No

I am married to \_\_\_\_\_

on (date) \_\_\_\_\_ in community of property /  
out of community of property at (place) \_\_\_\_\_  
*(please attach copy of spouse's identity document, marriage certificate and marriage contract, if applicable)*

**CONTACT DETAILS OF SELLER**

Name of Employer: \_\_\_\_\_

Telephone No. (Work): \_\_\_\_\_

Telephone No. (Home): \_\_\_\_\_

Cellphone No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

This done and signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature - Seller