



# RE/MAX MIDLANDS

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 w: remaxmidlands.co.za | e: pmb@remaxmidlands.co.za

## AGREEMENT OF SALE

I/We the undersigned Purchaser .....  
 (together with heirs, executors, administrators or assigns called the Purchaser) hereby offer to purchase, through  
MBONENI ZUMA an independent contractor and self employed  
 Property Practitioner (the "RE/MAX Property Practitioner"), affiliated with RE/MAX Midlands (the "RE/MAX Office"), from .....  
BHEKUKWENZA SIXTUS NQUBO + NONTOKOZO  
Precious Nqubo (together with heirs, executors, administrators or  
 assigns hereinafter referred to as the Seller) the property known as: B211 Longhoms Wembezi  
Section B, ESICOUKI 3370 (The "Property")

### SECTIONAL TITLE

Door No. .... consisting of:

(a) Section No/s ..... as shown and more fully described on the sectional title plan No. SS  
 ..... in the scheme known as  
 ..... in respect of the land and building or buildings situated at  
 ..... of which  
 section the floor area is ..... square metres; and

(b) An undivided share in the common property described on the said sectional plan and apportioned in accordance with its  
 participation quota endorsed on the said sectional plan.

(c) The exclusive use of Garage No. ...., Carport No. ...., Parking Area No. ....  
 Exclusive Use Area No. .... as allocated to the abovementioned section by virtue of the sectional plan or the rules of the  
 body corporate.

Insofar as is necessary and where applicable, the Purchaser acknowledges that the scheme may be extended in terms of Section 25  
 (14) of The Sectional Title Act No. 95 of 1986

### FULL TITLE

Erf No. 211  
 Measuring 299 m<sup>2</sup> Street Address B211 Longhoms Wembezi  
Section B, ESICOUKI 3370

THE SELLER AND PURCHASER AGREE TO SELL AND BUY THE PROPERTY ON THE FOLLOWING TERMS AND CONDITIONS:

#### 1. PURCHASE PRICE

The Purchase Price being inclusive of Value added tax when applicable is R. 650 000.00  
SIX HUNDRED AND FIFTY THOUSAND RAND payable as follows:

1.1 A cash deposit of R. NIL  
 to be lodged with the Conveyancers / Buyers Trust within 30 days of the Sellers signature hereto.

The Purchaser hereby instructs the Conveyancers / Buyers Trust to invest the deposit in an interest bearing account, which interest shall  
 accrue for the benefit of the Purchaser.

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 Registered with PPRA | RE/MAX Midlands has a Trust Account  
 Directors: PP Henwood | AP Henwood | S Middleton

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1.2 The balance of R 650 000.00 ( SIX HUNDRED AND FIFTY THOUSAND RAND ) to be paid, free of deduction or setoff, against registration of transfer of the Property into the name of the Purchaser and to be secured by banker's or other guarantee(s) or Buyers Trust Guarantees approved by the Seller, within 30 days after acceptance of this offer or on fulfilment or written waiver of the suspensive conditions in clause 2 hereof, (whichever is the later).

1.3 IF THE BUYER CHOOSES THE BUYERS TRUST INVESTMENT OPTION:

1. Buyers Trust is an authorised financial services provider (licence number 49092) regulated by the Financial Sector Control Authority (FSCA).
2. The Buyer wishes to invest the purchase price deposit / balance of purchase price if applicable with Buyers Trust at a commercial bank until registration of transfer of the property being purchased.
3. The Seller and Buyer agree to the following:
  - a) The Buyer may invest the deposit in an interest bearing account with Buyers Trust until the date of registration of transfer of the property;
  - b) On receipt of the deposit, Buyers Trust will issue a Guarantee in favour of the transferring attorneys. On notice from the transferring attorneys that transfer is imminent, the deposit shall be paid to the transferring attorneys pursuant to the Guarantee;
  - c) Interest earned on the deposit shall be for the benefit of the Purchaser. No fees or charges are payable by the Seller to Buyers Trust.
  - d) Should the purchase of the property be cancelled / lapse, then the deposit will be paid to the transferring attorneys to be dealt with under the sale agreement or otherwise repaid to the Purchaser as regulated by the Buyers Trust mandate agreement.
4. If this investment option is selected, then this clause will apply to the purchase price deposit as per clause 1.1 and the balance of the purchase price as per clause 1.2 if applicable, in preference to any other clause in this Agreement of Sale.

2. SUSPENSIVE CONDITIONS

This agreement is subject to the following suspensive condition(s) (the "Suspensive Conditions") namely that:

2.1 The Purchaser shall, by not later than N/A, have accepted a bona fide written Offer to Purchase alternatively has previously contracted into a conditional sale in respect of N/A (hereinafter referred to as the (Second Property) and that in respect of the Second Property:

- 2.1.1 Any Suspensive Conditions contained in the agreement of sale of the Second Property shall be fulfilled by not later than N/A and;
- 2.1.2 The transfer of the Property and the Second Property shall be linked in the conveyancing and financing process, it being the intention that the transfers and payments shall take place simultaneously.
- 2.1.3 Should the Seller wish to accept a subsequent and more favourable offer, free of suspensive conditions, to purchase the property whilst this agreement is in force, the Purchaser shall be required, only in respect of Clause 2.1 and Subclause 2.1.1 hereof, to render this offer unconditional in writing within 72 hours of being given notice to do so at the elected address, failing which this agreement shall become void immediately. However, under no circumstances may the Seller have the notice calling on the Purchaser to so act, either issued or served, until the 5 day period within which the Purchaser has the right to withdraw from the contract, as provided for in Clause 9 herein, has expired.
- 2.1.4 Any contract of sale resulting from the acceptance by the Seller of this offer to purchase shall be subject to the successful conclusion and transfer of the sale of the Purchaser's property situated at N/A which he / she warrants has been sold free of any suspensive conditions and the proceeds from that sale shall be employed to furnish portion of the guarantee referred to in clause 1.2 herein.

2.2 A loan/s secured by a mortgage bond/s totaling not less than R 650000.00 ( SIX HUNDRED AND FIFTY THOUSAND ) is obtained within 30 days after acceptance hereof or on fulfilment of clause 2.1 hereof (if applicable) for the Purchaser, by the RE/MAX Property Practitioner acting in conjunction with the RE/MAX office and Betterbond Mortgage Originators or the Purchaser him/herself. The Purchaser undertakes to timeously take all steps and to sign all documents which may be required to obtain such loan/s, failing which the RE/MAX Property Practitioner, who accepted the benefits accruing to the RE/MAX Property Practitioner on signature of this agreement, will be entitled to claim payment of the commission plus VAT thereon from the Purchaser in accordance with Clause 18.

- 2.2.1 This Suspensive Condition shall be deemed to have been fulfilled upon the issuing of the quotation and pre-agreement statement indicating that the interest charge is not greater than 2% (two percent) above the variable prime loan rate stipulated from time to time by the applicable bank. The Purchaser hereby agrees to pay all bank charges levied in respect of the granting of credit.

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2.2.2 Should the Mortgage Loan contemplated in 2.2 above not be granted by the stipulated date, then either party may withdraw from the sale by addressing written notice of cancellation to the remaining party. The Sale shall become null and void immediately on receipt, by the remaining party, of such written notice. Should written notice of cancellation not be served on expiry of the above period, then by implication, the parties hereby agree to extend the termination date by a maximum of 30 days. It is hereby agreed that within this extended period, both parties reserve the right to withdraw from the sale immediately by addressing written notice of termination to the remaining party. On expiry of the extended period and there being no written notice served or evidence of a bond approval as provided for in 2.2.1 above, the sale shall lapse and become null and void immediately. This suspensive condition is inserted for the benefit of the Purchaser who may waive the condition at any time prior to the stipulated date provided that the substitution of funds are secured by a guarantee acceptable to the Seller and do not in any way delay the transfer process.

### 3. OCCUPATIONAL RENT

Vacant occupation of the Property will be given to the Purchaser on ..... DATE OF TRANSFER ..... provided that all the Suspensive Conditions contained herein have been waived in writing or complied with, and that the guarantees have been delivered timeously. Should the occupation date not coincide with the date of registration of transfer, the party occupying the Property while it is registered in the name of the other party, shall pay to the other party, monthly in advance, occupational interest, in an amount of R ..... 4800 (FOUR THOUSAND EIGHT HUNDRED) ..... payable every month to the Conveyancer without deduction or demand and free of setoff, from the occupation date until date of registration of transfer, both days inclusive provided that, should transfer be effected during the course of the month in respect of which the Purchaser has paid rental for the full month, the Purchaser shall be entitled to a pro-rata refund of such overpayment.

### 4. REGISTRATION DATE

Registration of transfer shall take place as close as possible to ..... 30 April 2024 ..... provided that the purchase price has been fully secured as set out herein. Should registration of transfer be delayed beyond the ..... 30 June 2024 ..... through any act or omission on the part of a party to this agreement, the party responsible for the delay shall be liable for and pay interest on the full purchase price of R ..... 650 000 00 ..... calculated at the Prime Overdraft Rate plus 3% (three percent) until the date of registration of transfer. The Prime Overdraft Rate being that which is applicable to the Standard Bank of South Africa Limited. This interest, if applicable, shall be in substitution of any rental referred to in Clause 3 above.

### 5. DATE OF POSSESSION

On registration of transfer of the Property, the Seller will give possession to the Purchaser and the risk of ownership and damage shall pass to the Purchaser. Furthermore, the Seller shall remain liable for and pay all rates, taxes, levies and other outgoings in respect of the Property until registration of transfer. Notwithstanding these obligations by the Seller, the Purchaser shall be responsible for and pay all electricity, water and related Municipal charges and be entitled to receive all rents and other income in respect of the Property from the date of occupation referred to in Clause 3 above.

### 6. VOETSTOOTS & IMMOVABLE PROPERTY CONDITION REPORT

6.1 The Property is sold VOETSTOOTS in the condition and to the extent to which it now lies and is subject to all the conditions and servitudes mentioned or referred to in the said sectional plan, in the title deed of the Property, the rules of the body corporate, any restrictions that may be imposed by the local authority, any lease agreement (if applicable). It also includes all fixtures and fittings of a permanent nature, all keys to the Property, remote controls of electronic gates and garage doors, built-in oven and hob, pool cleaning equipment (including any automatic devices), wall to wall carpets, curtain rails, light fittings, all TV aerials, satellite antennae, alarm systems, all of which he/she/it warrants are in working condition, and fully paid for plus:

..... As viewed by purchaser .....  
Specific exclusions: .....

6.2 Whilst the provisions of Clause 6.1 herein apply entirely, and without the intention of waiving any of the Seller's rights, the Seller attaches the Immoveable Property Condition Report in the attached Annexure, and which the Purchaser accepts without recourse to the Seller or the Seller's Property Practitioner.

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**7. NO WARRANTY**

The Seller does not warrant the condition of the Property or the use thereof for any purpose and the Purchaser acknowledges that he/she was not induced to enter into this agreement by any representations that may have been made by or on behalf of the Seller (except as set out in this agreement).

**8. CONVEYANCERS**

Transfer of the Property shall be effected by the Conveyancers - ..... who's appointment the Seller fully endorses. The Purchaser shall on demand pay all transfer costs, transfer duty and all charges incidental thereto to the Conveyancers and sign all transfer and other documents as may be required by the Conveyancers. In this regard the Purchaser undertakes to pay an initial deposit of R..... towards this obligation on or before ..... Likewise, the Seller undertakes to pay on demand all costs relating to bond cancellation, Municipal services and rates arrears and the like, and timeously sign all documents required to effect transfer.

**9. COOLING OFF RIGHT**

The Seller and Purchaser hereby record that the Purchaser (if a natural person) has in terms of clause 29A of the Alienation of Land Act No 68 of 1981, if the purchase price is less than R250 000 (two hundred and fifty thousand Rand) the right to revoke this Offer to Purchase within 5 (five) days (excluding the day on which it is signed, Saturdays, Sundays and any Public Holidays) of it being signed by the Purchaser.

Notice of revocation must be given in writing and delivered to the Seller and/or his/her Property Practitioner and must:

- (a) be signed by the Purchaser or his/her duly authorised Property Practitioner, and
- (b) identify the Offer to Purchase that is being revoked, and
- (c) be unconditional.

**10. BREACH**

In the event of the Purchaser or Seller committing any breach of the terms of this offer and the defaulting party failing to remedy such breach within 7 (seven) days of receipt of written notice (given in accordance with clause 14) to remedy such breach, the aggrieved party shall be entitled, without prejudice to any other rights which he/she may have by law to:

- (a) cancel this agreement and claim damages, or
- (b) claim specific performance of the terms of this agreement and claim damages.

**11. PURCHASER ACTING AS AGENT FOR LEGAL ENTITY**

Should the Purchaser sign this agreement as agent of a legal persona to be registered, or as stipulant on behalf of a third party, it will be deemed that the Purchaser has purchased the Property in his personal capacity unless the legal persona has been incorporated within 30 (thirty) days from date of acceptance hereof, and that this agreement has been ratified in writing by such legal persona and proof thereof given to the Conveyancers.

**12. SIGNATORY'S COMMITMENT AS SURETY AND CO-PRINCIPAL DEBTOR FOR THE PURCHASER**

Should the Purchaser be a company, close corporation or trust, the signatory hereof guarantees that he/she is duly authorised to act and sign on behalf of such company, close corporation or trust. The signatory hereby binds himself/herself as surety and co-principal debtor to the Seller and hereby renounces all benefits arising from the legal exceptions of division, excussion and cession of claims.

**13. JOINTLY AND SEVERALLY RESPONSIBLE**

In the event of there being more than one party comprising the Purchaser or the Seller, those parties will be liable jointly and severally to the other party for the fulfilment of all their obligations of such party in terms of this agreement.

**14. NOMINATED ADDRESS OF PARTIES**

The parties choose the following respective addresses to receive all communication regarding this Agreement.

Seller: 60350 Mankind, Road Othweba Cato Ridge

Email: ngubob65@gmail.com

Purchaser: .....

Email: .....

All notices to be given in terms of this agreement will be in writing and

- 14.1. if delivered by hand during normal business hours, be rebuttably presumed to have been received on the date of delivery;
- 14.2. if sent by prepaid registered post from within the Republic of South Africa be rebuttably presumed to have been received within 7 (seven) business days of posting;
- 14.3. if sent by email before 16h30 on a business day be rebuttably presumed to have been received on the date of successful transmission of the email. Any email sent after 16h30 or on a day which is not a business day, will rebuttably be presumed to have been received on the following business day.

**15. ELECTRICAL AND GAS COMPLIANCE**

The Seller shall provide to the Purchaser on or before date of registration of the Property into the name of the Purchaser, at his own cost, an Electrical Certificate of Compliance by an approved electrical contractor in terms of the Regulation contained in Act 6 of 1983 and likewise, when applicable, valid gas installation and electric fence certificates issued by an authorised person, prior to transfer, at the Seller's cost. The Seller, of his own free will, nominates BC Smith

..... and confirms this appointment is made without influence or inducement by the Property Practitioner.

**16. ENTOMOLOGIST CERTIFICATE**

The Seller shall, at his own expense, provide the Purchaser with a report issued by a Government approved Entomologist certifying that the buildings on the property are free of timber destroying insects. Should there be evidence of such infestation, the Seller shall be obliged to contract with an Entomologist for the treatment to the buildings as recommended. The Seller, of his own free will, nominates Norman Taylor and confirms this appointment is made without influence or inducement by the Property Practitioner.

**17. ALIEN AND INVASIVE PLANT REQUIREMENTS**

This declaration is made by the Seller and Purchaser in terms of Regulation 29 of the Alien and Invasive Species Regulations (the 'Regulations') issued in terms of the National Environmental Management: Biodiversity Act (Act 10/2004).

- 17.1 By signature of this Agreement of Sale, the Purchaser declares that the Purchaser purchases the Property including any and all vegetation on the Property, except any vegetation specifically excluded by the Seller in writing.
- 17.2 By acceptance of this Agreement of Sale, the Seller declares that *(delete which option is not applicable)*:

The Seller is unaware of any invasive species as defined in the Regulations in existence on the Property

OR

~~The Seller is aware of the presence of certain invasive species as defined in the Regulations in existence on the Property which will be listed in a separate report prepared by a certified inspector at the Seller's cost and delivered to the Conveyancer prior to registration of transfer.~~

**18. PROPERTY PRACTITIONER'S COMMISSION**

The Seller shall pay Selling Commission to the RE/MAX Property Practitioner in the amount of 6.95% of the Purchase Price plus Value Added Tax. Such commission shall be due and payable on registration of transfer or upon cancellation of the sale in the circumstances contemplated in Clause 10 or in this Clause 18. The Commission plus VAT thereon shall be paid to the RE/MAX Office, which will receive it on behalf of the RE/MAX Property Practitioner, by the conveyancer immediately upon registration of transfer. In the event of the sale being cancelled as a result of breach of contract by either the Purchaser or Seller, or by joint agreement of the Seller and the Purchaser, the RE/MAX Property Practitioner who, by signing hereunder accepts the benefits accruing to him/her in terms of this agreement, shall be entitled, but not obliged to claim such commission plus VAT from the party/parties committing such breach.

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NPB  
M2

BSN  
NPB  
M2

**19. EFFECTIVE CAUSE**

The Seller and Purchaser declare that the undersigned RE/MAX Property Practitioner is the effective cause of this sale and that no other Property Practitioner:

- (a) was responsible for the introduction of the Property to the Purchaser or
- (b) is entitled to commission on any basis.

**20. COMMISSION PAYMENT DIRECTIVE**

The Seller hereby irrevocably authorises and instructs the Conveyancers to make payment of the commission plus VAT on such commission to the RE/MAX Office on behalf of the RE/MAX Property Practitioner in terms of Clause 18.

**21. PROPERTY PRACTITIONER'S WAIVER OF CERTAIN RESPONSIBILITIES**

Neither the Property Practitioner nor the Agency shall be responsible in any way for any defects in or to the property. The Property Practitioner and Agency shall not be responsible in any way whatsoever for the carrying out of the terms of this Agreement, by either party, notwithstanding that the Property Practitioner and/or the Agency may assist one or both parties towards the completion of this transaction.

**22. INDEMNITY AGAINST NON-ENTITLEMENT OF COMMISSION**

In the unlikely event of a double commission claim being instituted against the Seller by another Property Practitioner or Agency as a result of this Sale, all legal costs in defending such claim, shall be borne by the Seller. In the event that a Court of Law or an Arbitrator, as the case may be, finds that RE/MAX Midlands or its Property Practitioners are not entitled to the Commission, then RE/MAX Midlands undertakes to reimburse the Seller the commission due or paid, excluding related legal costs.

**23. WRITTEN AND SIGNED VARIATIONS ONLY**

No addition, variation, or agreed cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of the parties.

**24. LIMITATION OF WAIVER**

No waiver of any of the terms and conditions of this agreement will be binding or effectual for any purpose unless in writing and signed by or on behalf of the party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party hereto in exercising any right, power or privilege hereunder will constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**25. PLACEMENT OF SOLD BOARD**

The Seller and Purchaser agree that the RE/MAX Property Practitioner be allowed to place a SOLD sign at the street frontage of the Property for a period of 90 (ninety) days from the date of fulfilment of all suspensive conditions.

**26. IRREVOCABLE OFFER**

This offer is irrevocable until ..... on the ..... and is binding upon acceptance hereof without the Purchaser having been notified of the Seller's acceptance.

**27. NON-RESIDENTS TAX**

In the event that the Seller is a non-resident of South Africa as defined in the Income Tax Act, then he/she hereby irrevocably authorises and instructs the Conveyancers to withhold the required percentage of tax, as stipulated in Section 35A of the Income Tax Act, from the proceeds of the sale, and to pay these to SARS within fourteen (14) days of registration of transfer.

**28. RISK OF ALTERATIONS BEFORE TRANSFER**

The Purchaser is advised not to undertake any alterations, improvements or repairs to the property until such time as registration has been effected into his / her name. Should transfer not be effected for any reason whatsoever, the Purchaser shall have no claim or recourse for compensation from the Seller for any such alterations, improvements or repairs and furthermore shall at his / her own cost immediately reinstate the property to its original condition should the Seller so demand in writing.

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29. OTHER CONDITIONS

30. PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013

RE/MAX is required to collect and process the personal information of the parties herein to give effect to any of the parties' rights and obligations that flow from this agreement. The parties agree that their personal information may be processed by RE/MAX and further processed and shared with any professional parties involved in the transaction, including but not limited to conveyancing attorneys, bond cancellation attorneys, banks, mortgage originators and municipalities or otherwise as required by law. RE/MAX will process the personal information of the parties for the duration of the transaction as may be required and will retain the personal information as required by law.

SURETYSHIP

Signed by me ..... in confirmation of the Suretyship offered in Clause 11 and 12 hereof

Signature ..... Surety (Name) .....  
ID No .....

Signed by the Purchaser at ..... on the ..... day of ..... 20 ..... in the presence of the undersigned witness :-

Purchaser

Assisted insofar as needs be by me, the Purchaser's Husband/Wife, and also being personally bound to the provision of clause 2.2.1 above, by my signature hereto.

Witness

Signed by the Seller at Pietermaritzburg on the 19 day of February 2024 in the presence of the undersigned witness :-

Seller

Assisted insofar as needs be by me, the Seller's Husband/Wife, by my signature hereto.

Witness

The benefits, which accrue to the RE/MAX Property Practitioner under this agreement, are hereby accepted by the RE/MAX Property Practitioner.

Accepted this 19 day of February 2024  
MBONCI Zuma Fidelity Fund Certificate No. 2023747482  
RE/MAX Property Practitioner / Representative

The Property Practitioner hereby warrants the validity of his / her / it's Fidelity Fund certificate as at the date of signature of this Agreement.

If this document is completed by a Candidate Property Practitioner, the following clause is to be signed by a qualified Property Practitioner.

I ..... hereby certify that this document has been completed in accordance with Regulation R1469 dated 29 June 1990.

Fidelity Fund Certificate No. .... Signature .....

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THE FOLLOWING INFORMATION IS REQUIRED FOR THE PURPOSE OF TRANSFER AND/OR BANK LOAN APPLICATION:

PURCHASER

SPOUSE

Surname:.....

Full Names:.....

I.D. Number:.....

Date of Birth:.....

Place:.....

Income Tax Reference Number:.....

How married (in Community of Property / Out of Community of Property / Married outside the Republic of South Africa) or Widow, Spinster, Divorcee, etc

Date of Marriage:.....

Present Address:.....

Postal Address:.....

Tel No (Bus).....

(Res).....

(Cell).....

Email Address:.....

Place of Business, or Employment:.....

Occupation:.....

Surname:.....

Full Names:.....

I.D. Number:.....

Date of Birth:.....

Place:.....

Income Tax Reference Number:.....

The Purchaser hereby authorise RE/MAX Midlands to provide my contact details to BetterLife Distribution Services Proprietary Limited (trading as BetterSure Financial Consultants) (an authorised financial services provider FSP License 24015) ("BetterSure") in order for me to receive information about insurance products and services that BetterSure thinks may be of interest to me, such as Homeowners / Building Insurance Cover (HOC) and BetterLife Protection and acknowledge that I have the right to opt-out of such future communications. (tick the appropriate box below)

☐ I consent

☐ I do not consent

I certify that the above information is correct.

Signed ..... (Purchaser)

SELLER

SPOUSE

Surname: Naubo

Full Names: Bhekukwenza Sibusiso

I.D. Number: 7704036251080

Date of Birth: 03-04-1977

Place:.....

Income Tax Reference Number:.....

How married (in Community of Property / Out of Community of Property / Married outside the Republic of South Africa) or Widow, Spinster, Divorcee, etc

Date of Marriage:.....

Present Address: Othwebato Location Kwaximba Cato Ridge

Postal Address: Box 559 Cato Ridge 3680

Tel No (Bus).....

(Res) 0722151951

(Cell) 0659167549

Email Address: ngubob6@gmail.com

Place of Business, or Employment: KZN Dep of Transport

Occupation:.....

Future Postal Address.....

Future Tel No:.....

Conveyancers' Name:.....

Entomologist's Name:.....

Environmental Consultant:.....

Present First Mortgage Bondholder or Other:.....

Present Second Mortgage Bondholder or Other:.....

Country of Residence:.....

Name of Managing Agent:.....

Monthly Levy R.....

Surname: Naubo

Full Names: Nontokozo Precious

I.D. Number: 8112020667080

Date of Birth: 02-12-1981

Place:.....

Income Tax Reference Number:.....

..... who's appointment I fully endorse.

Electrician's Name:.....

Amount.....

Amount.....

Amount.....

Amount.....

Amount.....

Amount.....

Amount.....

Amount.....

Amount.....

Amount.....

Amount.....

Amount.....

Amount.....

Amount.....

Amount.....

Amount.....

Amount.....

I certify that the above information is correct

MSINGWA Naubo (Seller)

SIGNED

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**RE/MAX****SOURCE OF FUNDS**

(To be completed by buyers &amp; tenants only)

**THE FICA ACT 38 OF 2001: NEW AMENDMENT FICA ACT 1 OF 2017**

The new Financial Intelligence Centre Act, 1 of 2001 requires all Property Practitioners to comply fully with the applicable amended FICA requirements. Property Practitioners need to have proof that a person is who they say they are together with the **SOURCE OF FUNDS** before they can purchase or lease a property. This is a **LEGAL REQUIREMENT**, as Property Practitioners are required, on request, to prove to the Financial Intelligence Centre and to the Estate Agency Affairs Board that they have complied with these obligations. This is a very basic requirement to which all estate agents need to adhere.

SOURCE OF FUNDS		SOURCE OF WEALTH		EMPLOYMENT STATUS	
Please choose	✓	Please choose	✓	Please choose	✓
Cash		Company profits		Business Partner	
Company profits		Deceased Estate		Company Director	
Deceased Estate		Divorce Settlement		Minor	
Divorce Settlement		Dividends [Investments]		Retired	
Dividends [Investments]		Gambling winnings		Salaried employee	
Gambling winnings		Gift/Donation		Self Employed	
Gift/Donation		Income from Employment		Student	
Income from Employment		Inheritance		Other	
Inheritance		Loan			
Loan		Lotto winnings			
Lotto winnings		Maintenance			
Maintenance		Maturing Investments			
Maturing Investments		Mortgage Bond			
Mortgage Bond		Pension			
Pension		Sale of Property			
Sale of Property		Sale of Shares			
Sale of Shares		Savings			
Savings		Other			
Other					

Name of applicant: \_\_\_\_\_

ID number of applicant \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name of Property Practitioner

MBONCU Zuma

Signature \_\_\_\_\_

Date

19/02/2024

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# RE/MAX MIDLANDS

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## ANNEXURE A

# IMMOVABLE PROPERTY CONDITION REPORT

## In Relation To The Sale of Immovable Property

### DISCLAIMER

*This report concerns the condition of the immovable property referred to in this report. This report does not constitute a guarantee and/or warranty of any kind or nature by the Owner of the Property or by the Property Practitioners representing that Owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an Agreement of Sale in respect of the Property.*

This report is made by the Seller / Owner / Grantor in the *utmost good faith* and the answers provided reflect a *true and honest appraisal* of the property as I / we know it.

I / We declare that to the best of my / our knowledge, no other known material defects to the building or it's accessories exist at the time of signature other than those listed.

I / We understand the meaning of the following terms:

**VOETSTOETS:** The "voetstoets" or "As is" clause is inserted into sale agreements to protect the Seller from claims for damages by the Buyer. The "voetstoets" clause does not apply to Sellers who are Speculators, Developers or Builders as they are deemed to be Suppliers in terms of the Consumer Protection Act and their contracts should include safeguards for the Buyer.

**PATENT DEFECTS:** After having been given the opportunity to inspect a property, the Buyer is deemed to have acquainted him/herself with any PATENT DEFECTS. These are defects that an average person would have noticed upon inspecting the property. The "voetstoets" clause absolves the Seller from any claim arising from both Patent and Latent defects.

**LATENT DEFECTS:** LATENT DEFECTS are defects which are not able to be seen and of which the Seller is usually unaware and which require a catalyst or "trigger" to become apparent e.g. a severe storm or flooding could expose a defect in a foundation or roof.

**TO BE AWARE:** "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs.

**DEFECT:** "Defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the property.

This report does not protect the Seller if there has been fraudulent non-disclosure. If the Seller is aware of a defect that may cause you to reconsider buying the property or paying the price and has not disclosed it to you, you may still claim for cancellation and/or damages when you become aware of the defect. The owner hereby authorises the appointed Property Practitioner marketing the property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the property.

Owner's (Grantor's) Name: Montokoro Precious Maiba & Bhekukwenza Sixinis Nyubo

Property Practitioner (or Candidate): Mbonji Zuma

Property Address: B211 Longhoms Wembezi Section B  
Estcourt 3370

Henwood and Katz Real Estate (Pty) Ltd t/a RE/MAX Midlands | Reg. No. 2010/023688/07 | Vat No. 4820257485  
Registered with PPRA | RE/MAX Midlands has a Trust Account  
Directors: PP Henwood | AP Henwood | S Middleton

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## 1.

[illegible]

The owner represents that to the best of his / her knowledge the responses to the statements in respect of the property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the owner have responded to any of the statements with a "yes", the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the reason(s) why the response to the statement concerned has been reflected as a "yes".

[illegible]

2. **OWNER'S CERTIFICATION**

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

3. **CERTIFICATION BY PERSON SUPPLYING INFORMATION**

If a person other than the owner of the property provides the required information that person must certify that he/she is duly authorised by the owner to supply the information and that he/she has supplied the correct information on which the owner relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

4. **NOTICE REGARDING ADVICE OR INSPECTIONS**

Both the owner as well as potential buyers of the property may wish to obtain professional advice and / or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

5. **BUYERS ACKNOWLEDGEMENT**

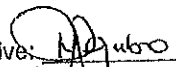
The prospective buyer acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliant aspects concerning, the property.

6. **CANCELLATION OF MORTGAGE BOND**

In the event of a mortgage bond being registered over the property in favour of a Commercial Bank, the Seller confirms that he / she / it has been made aware of the necessity to serve three (3) months' notice to the Bank of their intention to cancel the mortgage bond which is a requirement imposed by the Bank in order to avoid early cancellation penalties which will otherwise be imposed on the Seller.

7. **SIGNATURES**

Signed at Pietermaritzburg on 1 February 2023

Signature of Owner / Authorised Representative: 

Signature of Purchaser: \_\_\_\_\_

Signature of Property Practitioner (or Candidate): 

FFC Number: 2023747482

The Property Practitioner hereby warrants the validity of his / her / its Fidelity Fund certificate as at the date of signature of this Agreement.

## FITTINGS AND FIXTURES

The following list details the fixtures and fittings that are either included or excluded from the sale. The item(s) excluded but which the Owner is willing to consider selling at an additional consideration over and above the Mandate Price, are also indicated below:

DESCRIPTION	INCL	EXCL	NEG	N/A	NOTES
Air Conditioners / Heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Alternate Power Supply Equipment such as a Generator, Inverter, Deep Cell Battery or Solar Panel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Anthracite Heater (other to be specified)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Automatic / Manual Sprinkler System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Awnings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Bore Hole Pump / Well Point Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Built-in Wardrobes & Units	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Burglar Alarm System / Remote	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Burglar Bars	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Celling Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Curtain Rails / Palmets / Rods & Rings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Curtains	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cycads (number and permit)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Electric Garage Door Motor & Remote	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Electric Gate Motor & Remote	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Extractor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Fitted Mirrors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Flower Pots and Urns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Garage Shelving (if fixed)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Garden Furniture	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Gas Cylinders used to power stoves and other fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Geyser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Hob	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Intercom System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light fittings / Bulbs / Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Oven / Stove	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Pool Equipment (specify type)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Safe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Security Gates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Shower Rails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Solar Heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Stools (Kitchen or Bar)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Sundry Shelving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Towel Rails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
TV Aerial / M-NET Aerial / Satellite Dish	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vertical Blinds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Wall to wall Carpets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Wash Line / Whirl Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Wendy House (wooden / precast) / Jungle Gym	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Work Bench	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
OTHER					
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

DATE: 10/02/23 OWNER(S) SIGNATURE (Or Authorised Representative) NOUBA MBONGUBO

DATE: 10/2/23 RE/MAX PROPERTY PRACTITIONER (OR CANDIDATE) SIGNATURE [Signature]

DATE: PURCHASER'S SIGNATURE [Signature]