

ANNEXURE G – PROPERTY LEASED TO THIRD PARTY

The seller confirmed in clause 13 of the agreement that the property, at time of signature of the agreement, is leased to/occupied by a third party. Because the parties recognize and respect the common law, contractual and statutory rights of the tenant/occupant, this annexure will be signed by the parties in addition to the agreement and is incorporated in the agreement.

The parties thus elect one of the following options in order to regulate the position regarding the tenant/occupant:

- 1) ***The purchaser will take over the lease agreement on transfer.** The tenant will thus continue to occupy the property on date of registration and thereafter.
- a. The transfer of the property will be subject to all the rights of the lessee in accordance with the rental agreement. The seller hereby cedes all rights and delegates all obligations in terms of the rental agreement to the purchaser which obligations the purchaser hereby accepts to be effective on date of occupation or registration, whichever occurs first.
 - b. The purchaser confirms that he/she familiarised him/herself with the terms and conditions and contents of the rental agreement.

**Delete if not applicable*

OR

- 2) ***The transfer will be delayed until the termination of the lease agreement** to ensure that vacant occupation can be given to the purchaser on date of occupation or registration (whichever is applicable). The seller undertakes to give due and correct termination notification to the tenant in order to ensure vacant occupation on the date of occupation or registration (whichever is applicable). To ensure vacant and unhindered occupation to the purchaser, the seller must ensure that such notification is:
- i. in writing; and
 - ii. given in accordance with the terms of the lease agreement; and
 - iii. given in accordance with legislation, *inter alia*, the Consumer Protection Act 68 of 2008 in that the tenant is given notification of such termination not more than 80 and not less than 40 business days before the impending expiry date, or
 - iv. in the case of a contract on a month to month basis, a month's notice must be given.

The Seller must, upon request of the transferring attorney, provide the necessary proof of the aforementioned.

The parties agree that registration will take place one day after, or as soon as possible after the tenant vacates the property to ensure that vacant occupation will be given to the purchaser.

**Delete if not applicable*

OR

3) ***The rental agreement has been duly amended by way of an addendum to expedite the expiry date thereof**, and the purchaser will be given vacant occupation on date of occupation or registration (whichever is applicable).

The seller undertakes to provide the transferring attorney/agent with a copy of the written addendum signed by the seller and the lessee.

The parties agree that registration will take place one day after, or as soon as possible after the tenant vacates the property to ensure that vacant occupation will be given to the purchaser.

**Delete if not applicable*

The parties further agree that if the tenants do not vacate the property on date of registration, the seller will take the necessary steps to ensure that they vacate the property and will further be responsible for all costs involved.

Purchaser/s

THUS DONE AND SIGNED BY ME/US _____	
on this _____ day of _____ 20 _____	
Purchaser 1: _____	Witness 1: _____
Name: _____	Name: _____
Purchaser 2: _____	Witness 1: _____
Name: _____	Name: _____

Seller/s

THUS DONE AND SIGNED BY ME/US _____	
on this _____ day of _____ 20 _____	
Seller 1: _____	Witness 1: _____
Name: _____	Name: _____
Seller 2: _____	Witness 1: _____
Name: _____	Name: _____

This Annexure must be read with clause 13 of the agreement of sale.