



DISCOUNTING FINANCE AGREEMENT

The Seller (as defined in Clause 1) has entered into a legally binding sale agreement concerning the Property referenced in Clause 3.1. However, payment under that agreement has not yet been received. The Seller seeks to access a portion of the expected sale proceeds prior to the formal registration of property transfer into the purchaser's name. Accordingly, effective from the date of execution of this Agreement, the Seller agrees to assign to Relief Capital (Pty) Ltd (Reg No: 2013/140116/07) ("Relief Capital"), and Relief Capital agrees to acquire from the Seller, the contractual entitlement to the Specified Surplus Amount as defined in Clause 4.5 ("the Rights"), in consideration for the Purchase Price stipulated in Clause 4.4. With effect from the signing date of this Agreement, the Seller hereby irrevocably cedes, transfers, and assigns to Relief Capital all rights, title, and interest in and to the Rights. Relief Capital confirms and consents to the cession effected under this Agreement.

1. SELLER PARTICULARS:					
1.1	Full Name / Name of Juristic Entity:				
1.2	ID Number / Company Reg Number:				
1.3	Full Name of the Authorised Representative on behalf of the Juristic Entity, Including ID Number:				
1.4	Physical Address (elected as domicilium citandi et executandi)		1.5	Tel. No (Home):	
			1.6	Tel. No (Work):	
			1.7	Cell phone No:	
			1.8	Fax No:	
			1.9	Email Address:	

2 ATTORNEY PARTICULARS ("the Attorney"):					
2.1	Name of Law (Attorney) Firm:		2.3	File REF No:	
			2.4	Name of Conveyancing Secretary:	
2.2	Bank Name:			2.5	Tel. No:
	Trust Account No:		2.6		Fax No:
	Branch No:			2.7	Email Address:
	Branch Name:				
	Other Information:				

3. TRANSACTIONAL PARTICULARS				
3.1	Description of Immovable Property ("the Property"):		Erf/Unit No:	
			Portion No:	
			Stand/SS No:	
			Extension:	



3.2	Purchaser's Full Name:		3.6	Purchase Price:	R
			3.7	Bond Cancellation:	R
3.3	Cash or Bond Guarantees:	R	3.8	Estate Agent's Commission:	R
3.4	Total Cash Received (Towards Purchase Price):	R	3.9	Rates and Taxes Payable:	R
3.5	Expected Lodgement Date:				

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4.1	Municipal Rates And Taxes:			R	
4.2	Transfer Duty			R	
4.3	Additional Amounts Required (Specify):			R	
4.4	Total Amount Required by the Seller ("Purchase Price"):			R	
4.5	The Specified Surplus Amount (Payable To Relief Capital):			R	

5. Relief Capital shall disburse the Purchase Consideration in respect of the Rights into the Attorney's designated trust account, as stipulated in clause 2.2, for and on behalf of the Seller, and such payment shall accrue to the Seller's benefit.
6. Upon the date of successful registration (transfer) of title of the Property from the Seller to the Purchaser, the Attorney shall remit the totality of the Specified Surplus Amount to Relief Capital without delay.
7. The Seller hereby warrants and represents to Relief Capital, as material conditions of this Agreement, that: (i) all statements made by the Seller and any third parties involved in the transaction are accurate and complete; (ii) the Seller holds unencumbered and valid legal title to the Property, free from undisclosed liens or encumbrances, and the Rights are freely transferable; (iii) no condition exists that may impede, delay, or result in the cancellation of the Property transfer or registration of a mortgage bond; and (iv) the Seller undertakes to ensure that all necessary steps are taken to effect registration of transfer within sixty (60) days from the date of execution of this Agreement.
8. Should any of the warranties stipulated in clause 7 be breached or the Seller otherwise default in performing any of its obligations under this Agreement, such breach shall entitle Relief Capital, at its sole discretion, to summarily terminate this Agreement without further notice. The Seller shall, in such event, be liable for payment of the Specified Surplus Amount and, in addition, for pre-agreed liquidated damages calculated at a rate of R1.50 per R1,000.00 of the Purchase Price per day, commencing on the 61st day after payment of the Purchase Price. Said damages constitute a bona fide pre-estimate of Relief Capital's financial prejudice and shall not be construed as interest.
9. Relief Capital shall not acquire, nor shall it be deemed to assume, any obligations, liabilities, or responsibilities of the Seller under any existing or future contractual arrangement relating to the Property. All such obligations shall remain solely with the Seller, as determined in accordance with the terms of the primary sale agreement.
10. The Seller expressly consents to Relief Capital conducting financial, credit, fraud and criminal background verifications through any recognised credit bureau or other relevant entity to confirm the Seller's credentials.



- 11. The Seller hereby indemnifies and holds Relief Capital harmless from and against all actual and contingent losses, liabilities, damages, or costs (including attorney-and-own-client legal fees) which may be incurred in the exercise or enforcement of Relief Capital 's rights arising from or in connection with any breach of this Agreement.
- 12. The Seller irrevocably waives and abandons any and all rights or claims to any residual amounts payable under this Agreement which are less than ZAR 350.00 (Three Hundred and Fifty Rand).
- 13. Words importing the singular shall include the plural and vice versa; words importing any gender shall include all genders; and words importing natural persons shall include juristic persons and vice versa. No modification, variation or consensual cancellation of this Agreement shall be of any force or effect unless reduced to writing and executed by all contracting parties.
- 14. The Seller irrevocably consents to the jurisdiction of the Magistrate's Court, Johannesburg, for the adjudication of any legal proceedings arising from a breach of this Agreement. Relief Capital reserves its right to institute proceedings in any competent division of the High Court. The Seller elects as its domicilium citandi et executandi the physical address set out in clause 1.7.
- 15. If any provision of this Agreement is found to be invalid, unlawful or unenforceable for any reason, such provision shall be severable from the remaining terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

Signed at _____ on this _____ day of _____ 20 _____

Seller (or Attorney on behalf of Seller) _____ (Signature)

Signatory (Name in Block Capitals) _____

Who warrants his/her authority thereto

Signed at _____ on this _____ day of _____ 20 _____

Relief Capital _____ (Signature)