

ANC TEMPLATE | WITH ACCRUAL

Free Download: The pro forma ante nuptial contract template (with accrual) is provided and may be copied for use of drafting of the required ANC. It may not be sold or replicated for purposes of redistribution for gain.

NB! PLEASE READ: For those who have a legal background or qualification with knowledge of ante nuptial contracts and deeds, use the appropriate template to draft the required ANC to reflect the interests and wishes of both parties. **To be valid, it needs to be signed by the parties in the presence of two witnesses and attested by a Notary Public before the marriage takes place. It must then be registered at the Deeds Office within three months after the date of its execution.**

For the rest of us, the ANC-templates will provide guidance and insight of what the Ante Nuptial Agreement entails and help you in the decision-making process regarding the options available to a couple and to consider the legal consequences of the chosen matrimonial property system.

Since prospective spouses have to decide together what the consequences of the various systems will mean for them, it is crucial for anyone contemplating a marriage to obtain professional guidance before making some of the most critical decisions affecting their future together, sometimes with irreversible long-term consequences.

Who to contact:

For counselling and drafting of an ANC, there is an attorney dealing with ANC's near you:

http://www.graystonlegal.co.za/antenuptial_contracts.html

Have an already drafted ANC? Attest and register the ANC at a Notary Public near you:

http://www.graystonlegal.co.za/notary_public.html.

PROTOCOL NO. _____

ANTENUPTIAL CONTRACT

WITH THE

APPLICATION OF THE ACCRUAL SYSTEM

IN TERMS OF THE

MATRIMONIAL PROPERTY ACT, 1984

BE IT HEREBY MADE KNOWN

THAT on this the ____ day of _____ 20____, before me _____ (**Insert Notary Name**), Notary Public, practising at _____ in the Province of _____ appeared personally:

HISNAME
(Identity Number: HISID)
(an unmarried man)

and

HERNAME
(Identity Number: HERID)
(an unmarried woman)

And the Appearer declared that whereas a marriage has been agreed upon, and is intended to be solemnised between them, they have agreed and now contract with each other as follows:-

1. That there shall be no community of property between them.
2. That there shall be no community of profit or loss between them.
3. That the marriage shall be subject to the Accrual System in terms of the provisions of Chapter 1 of the Matrimonial Property Act, 1984 (Act No. 88 of 1984).
4. In determining the accrual of the estate of either spouse at the dissolution of the intended marriage, whether by death or divorce, there shall be excluded there from all the right, title, interest and benefits to which either party is, will or may become entitled, whether by way of income or capital received or to be received by or accrued to him or her from a third party as a beneficiary in terms of any inheritance, legacy or donation, howsoever created or to be created, including in terms of any Will, inter vivos trust or

mortis causa trust created or that may be created for his or her benefit, as well as any other assets, including income and other fruits, which either party may acquire by virtue of his or her possession or former possession of such inheritance, legacy, donation and / or benefits from such trusts.

5. That for the purposes of proof of the net value of their respective estates at the commencement of the intended marriage the intended spouses declared the net value of their respective estates to be as follows:-

5.1 THAT OF: **HISNAME**
R.00

5.2 THAT OF: **HERNAME**
R.00

The value of the assets excluded in terms of clause 6 below and the extent of any liabilities existing in relation thereto have been ignored for the purposes of arriving at the above net commencement values of the estates of the said and

6. THAT the assets of the parties or either of them, which are listed hereunder, and all liabilities associated therewith, or any other asset including without limiting the generality thereof interest and income, acquired by such party by virtue of his possession or former possession of such assets, shall not be taken into account as part of such party's estate at either the commencement or the dissolution of the marriage.

6.1 The assets of the said **HISNAME** so to be excluded are:-

NIL

6.2 The assets of the said **HERNAME** so to be excluded are:-

NIL

THUS DONE AND EXECUTED at _____ aforesaid on the day, month and year first aforewritten in the presence of the undersigned witnesses.

AS WITNESSES:

1. _____ **HISNAME**

2. _____ **HERNAME**

QUOD ATTESTOR

NOTARY PUBLIC