Registered with the PPRA

GODFREY 598 STREET, GARSFONTEIN, PRETORIA, 0081
P O BOX 50372, MORELETA VILLAGE, 0097

Apollo Assets t/a Apollo Auctions hereby warrants the validity of its Fidelity Fund Certificate as at the date of signature of this Agreement

OFFER TO PURCHASE AN IMMOVABLE PROPERTY

MADE AND ENTERED INTO BY AND BETWEEN:

(Hereafter referred to as the "SELLER")

SELLER	**PETER RAYMOND FOURIE**
ID/ REGISTRATION NR	**6802025145080**
SELLER	**LEVIENA CECILIA FOURIE**
ID/ REGISTRATION NR	**6501020105004**
CONTACT NUMBER	
MARITAL STATUS	**MARRIED COP/MARRIED ANC/UNMARRIED/TRADITIONAL**
VAT/ INCOME TAX NR	

(hereinafter referred to as the "SELLER/S")

AND

PURCHASER	
ID/ REGISTRATION NR	
PURCHASER	
ID/ REGISTRATION NR	
MARITAL STATUS	**MARRIED COP/MARRIED ANC/UNMARRIED/TRADITIONAL**
VAT/ INCOME TAX NR	

(Hereafter referred to as the "PURCHASER")

1. ACCEPTANCE OF OFFER

1.1 The property will be sold to the PURCHASER subject to the acceptance by the SELLER and conditions as set out in this agreement.

1.2 This offer is irrevocable for 3 (THREE) business days starting on the day after the after the auction was held / offer was made in the event of private treaty.

PURCHASER **SELLER**

2. PURCHASE PRICE AND DESCRIPTION OF PROPERTY

2.1 Description of Property:

PTN 172 FARM 272 GROOTVLEI PORTION 172, GAUTENG
(Hereafter referred to as the "PROPERTY")

2.2 The purchase price for the PROPERTY is R_______________________________

(____)IN WORDS
(Excl VAT if applicable) and is payable by the PURCHASER as follows:

2.2.1 A deposit of 0% (ZERO PERCENT) of the purchase price is payable immediately after the auction/ signing the offer in the event of private treaty, by way of EFT or direct bank deposit.

2.2.2 From the date this offer is accepted by the SELLER, the deposit shall become non-refundable and will be forfeited to the SELLER in the event of breach by the PURCHASER.

2.2.3 The deposit shall only be refundable in the event the offer not being accepted by the SELLER/and or the Sellers bondholder (should same be required). In such event, all monies paid by the PURCHASER to the SELLER in respect of this agreement shall be refunded to the PURCHASER.

2.2.4 The deposit shall be paid into the trust account of the Transferring Attorney for the benefit of the purchaser.

2.2.5 The balance of the purchase price shall be paid in cash or be secured by means of security of a first mortgage bond by a Bank or other recognized financial institution to be registered against the property. Such loan shall be granted within 30 (THIRTY) days of acceptance of this agreement which date is calculated from the day the Seller / Auctioneer / Agent sent this agreement (signed by the Seller) to the Purchaser.

______________________ ______________________
PURCHASER **SELLER**

- **The Purchaser undertakes to sign all documents and/or forms required in this regard and to furnish any and all relevant information requested by the said Building Society or Bank or Institution.**
- **The Purchaser undertakes to apply for the aforesaid loan within 7 (Seven) days from the date of acceptance hereof and any failure by the Purchaser to comply with any of the provisions of this clause shall constitute a material breach of this agreement.**
- **The balance of the purchase price is to be secured by means of a guarantee or guarantees issued by a recognized bank or financial institution in a form acceptable to the said Conveyancer within 15 (Fifteen) days of obtaining an approved bond and/or providing the balance purchase price.**

3. VALUE ADDED TAX / TRANSFER DUTY AND TRANSFER COSTS / RATES, TAXES AND LEVIES

The Purchaser will be liable to pay transfer duties or value added tax whichever is applicable.
In the event that the Seller is a registered VAT Vendor, the Purchaser will be responsible for the payment of Value Added Tax (VAT), regardless of whether he was aware of this fact on date of signature hereof by himself.

The SELLER shall be liable for the payment of:

3.1 All rates, taxes, levies and other Municipal charges levied on the PROPERTY for the period prior to date of registration and the PURCHASER shall be liable for all rates and taxes and other Municipal charges thereafter.

3.2 The PURCHASER shall refund to the SELLER a pro rata share of all rates and taxes paid in advance by the SELLER for the period after the date of registration, which refund shall be paid upon registration of transfer.

4. OCCUPATION AND POSSESSION

4.1 Occupation, and all risk of the property shall be given to and taken by the Purchaser on date of registration unless otherwise between buyer and seller in writing (and subject to Par 9 herein)

PURCHASER **SELLER**

4.2 If occupation of the property is given to the PURCHASER prior to the registration of the property in his name, the PURCHASER may not make any alterations or additions to the property prior to registration. If the agreement is cancelled or lapses, the PURCHASER will be obliged to immediately vacate the property and deliver it to the SELLER in the same state as it was originally received. The parties acknowledge hereby that no lease agreement is created by the PURCHASER taking occupation of the property prior to registration of the property into his name and that the PURCHASER shall have no claim whatsoever against the SELLER due to any alterations or additions of whatsoever nature which the PURCHASER may have made to the property.

4.3 If applicable, all occupational rental is payable monthly in advance to the transferring attorney. The PURCHASER shall be entitled to a refund of the proportional part of the occupational rental for the part of the month in which registration takes place, calculated from the date of registration.

5. TRANSFER AND COSTS OF TRANSFER

5.1 Transfer of the Property shall be passed by the transferring attorney appointed by the Seller as soon as possible after date of acceptance.

5.2 All normal costs of transfer of the Property, including transfer duty or VAT (as the case may be) and all other costs necessarily incurred, shall be paid by the Purchaser immediately upon request of the transferring attorney.

5.3 The Purchaser undertakes to sign all documents necessary to register transfer of the Property immediately upon request of the transferring attorney.

6. VOETSTOOTS, BOUNDRIES AND BEACONS

6.1 The PROPERTY is sold "voetstoots" (as is), and neither the SELLER nor the AGENT/ auctioneer gives any guarantee as to the legality of improvements, or legality of activities practiced thereon.

PURCHASER SELLER

6.2 The PROPERTY is sold subject to all conditions and servitudes registered with the title deed and the PURCHASER acknowledges that he is familiar with all matters related to the PROPERTY.

6.3 Neither the SELLER nor the AGENT/ auctioneer is obliged to point out any boundaries, pegs or beacons. Any indication in this regard, description and/or information will be deemed to have been given in good faith.

6.4 Neither the Seller nor the AUCTIONEER shall be responsible for the accuracy of any statement made in any advertisement or notice of sale of the Property relating to its situation, extent, improvements thereon or any other detail and no compensation will be claimable in respect of any error so made. The Purchaser has deemed to have acquainted and validated for themselves all relevant aspects of the PROPERTY whether advertised or not.

6.5 The PURCHASER admits having inspected the PROPERTY to his satisfaction and that no express or implied representations, guarantees or warranties of any nature were made or given by the SELLER or the AUCTIONEER regarding the condition, quality or any other characteristics of the PROPERTY or any of the improvements thereon or accessories thereof.

7. <u>SIGNING</u>

7.1 In the event of the PURCHASER acting on behalf of a principal, company, close corporation or trust, the principal's, company's, close corporation or trust's name must be stated and the necessary power of attorney or certificate of authority for signatory must be submitted together with this agreement.

7.2 If this offer is concluded with more than one PURCHASER, the liability of such PURCHASERS shall be joint and several in solidum. Should the PURCHASER be a company, close corporation or trust, the person signing this agreement on behalf of such PURCHASER (which includes a in community of property marriage/estate, by his/her signature hereto interposes and binds himself as surety for the co-principal debtor with the PURCHASER for the due and proper discharge of all its obligations arising from this agreement.

______________________ ______________________

PURCHASER **SELLER**

7.3 In the event of the PURCHASER signing this agreement in his capacity as agent for a company or close corporation to be formed and the PURCHASER fails within 20 (TWENTY) days from date of acceptance and confirmation of this agreement to register such entity having as one of its objects the ratification and adoption of this agreement, or such entity fails to adopt or ratify this agreement within 7 (SEVEN) days after date of incorporation, then in such event the PURCHASER shall be deemed as from the date thereof to have entered into this agreement in his personal capacity and to have acquired all the rights and obligations of the PURCHASER under this agreement.

7.4 In the event of such company or close corporation being registered and duly adopting or ratifying this agreement, or the nomination effected, then the PURCHASER by his signature hereunder, shall be deemed to bind himself to the SELLER as surety and co-principal debtor *in solidium* with such company or close corporation for the due performance by it as PURCHASER of the terms, conditions and obligations arising out of this agreement.

8. BREACH

8.1 Should the PURCHASER fail to comply with any of his obligations, or promptly comply with any other obligation in terms of this agreement and persists in his failure to comply within 7 (SEVEN) days after delivery by the SELLER of a written reminder on the jurisdiction and *domicilia* of the PURCHASER as indicated in clause 13 hereunder claiming due to compliance, the SELLER may:

8.1.1 Cancel this agreement and in the event of cancellation for whatsoever reason, the SELLER may immediately repossess the PROPERTY and evict the PURCHASER and/ or any other person occupying the PROPERTY through the PURCHASER.

8.1.2 In the event of cancellation the PURCHASER shall forfeit all monies paid and instalments made, including commission, in respect of this agreement as well as any retention and / or compensation claims for improvements, alterations and / or repair work done after acceptance as liquidated damages by the PURCHASER prior to registration of the PROPERTY in the name of the PURCHASER.

____________________ ____________________

PURCHASER **SELLER**

8.1.3 Alternatively the SELLER may claim the purchase price or the balance thereof payable and claim due compliance in terms of this agreement, without detracting from any claim for damages which he may have against the PURCHASER.

8.1.4 Should the Seller for whatever reason cancel or breach the terms of this agreement and the agreement is terminated by the Seller/Purchaser, the purchaser shall have a claim for specific performance / damages directly against the Seller in view of monies already paid and commission already earned. The Seller hereby indemnifies and hold the Auctioneer / Agent harmless against any claim from the purchaser in this regard.

9. EXISTING TENANCIES

9.1 The PROPERTY is sold subject to all existing tenancies, the seller/ auctioneer / agent gives no warranty or guarantee that the PURCHASER will obtain vacant occupation of the property and the PURCHASER shall have no claim of whatsoever nature against the seller/auctioneer or agent to obtain vacant occupation.

9.2 The PURCHASER shall be bound by the terms and conditions of all existing leases, of which he acknowledges he is fully apprised, this Agreement is entered into subject to the rights of the tenant under any existing Lease Agreement, statutory provisions, or the Common Law.

9.3 The PURCHASER shall not be entitled to give notice to any existing tenant of the property until he has complied with paragraph 2.2.5 above.

10. LEGAL COSTS

The PURCHASER shall be liable for all legal costs incurred by the SELLER in enforcing the terms of this agreement, on an attorney and client scale, including collection of commission.

______________________	______________________
PURCHASER	SELLER

11. JOINT AND SEVERAL LIABILITY

If this agreement is concluded with more than one PURCHASER, the liability of such PURCHASERS to the SELLER shall be joint and several *in solidum*.

12. NOMINEE

The PURCHASER shall be entitled, by notice in writing to the SELLER, to nominate a nominee in his place as PURCHASER, upon the following terms and conditions:

12.1 The aforesaid written notice shall be handed to the SELLER by not later than 24 (TWENTY-FOUR) hours from the date of provisional acceptance:

12.1.1 The notice shall set out the name and address of the nominee so nominated as PURCHASER;

12.1.2 The notice shall be accompanied by the nominee's written acknowledgement.

12.1.3 That the nominee is fully aware of all the terms and conditions of this agreement as fully set out in such written acknowledgement;

12.2 That the nominee is bound by the provisions of this agreement as the PURCHASER;

12.2.1 Should the PURCHASER nominate a nominee in terms of this clause, then:

12.2.2 All reference to the PURCHASER in this agreement shall be deemed to be a reference to its nominee; and

12.2.3 The PURCHASER by his signature hereto, hereby interposes and binds himself as surety and co-principal debtor in solidum, for and on behalf of all the obligations of the aforesaid nominee as PURCHASER, to and in favour of the SELLER, for all the PURCHASER'S obligations under this agreement, including damages and renounces of the benefits of division and exclusions.

13. JURISDICTION AND DOMICILIA

The parties hereto consent to the jurisdiction of the Magistrate's Court in respect of any lawsuit arising from this agreement. The parties choose their address, as stated underneath, as their *domicilia citandi et executandi*.

____________________	____________________
PURCHASER	**SELLER**

14. ADDITIONAL CONDITIONS OF THE OFFER TO PURCHASE:

COOLING – OFF: (Purchase price under R250 000)

14.1 PURCHASER'S RIGHT TO TERMINATE THIS AGREEMENT IN TERMS OF SECTION 29A ACT 68/1981

a) The purchaser is entitled to terminate this agreement within a period of 5 (five) days after signature of the offer by Him/her, by delivering an unconditional signed written notice to the Seller or his Agent.

b) The period of 5 (five) days is calculated with the exclusion of the day upon which the offer was made, excluding any Saturday, Sunday or Public Holiday.

14.2 APPOINTMENT OF ESTATE AS "AGENT" OF THE SELLER

a) The Estate Agent is appointed as Agent of the Seller for the purpose of the delivery of the written notice of revocation/termination as provided for in Section 29A (1)

b) The Purchaser/s is/are aware of the consequences if purchasing another property within the cooling-off Period and the possibility that this sale can be terminated automatically and that if the Purchaser/s does/do not notify the Seller/s of any purchase then the Purchaser can be guilty of an offence.

PURCHASER

PHYSICAL ADDRESS	
POSTAL ADDRESS	
TEL NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

PURCHASER SELLER

SELLER

PHYSICAL ADDRESS	
POSTAL ADDRESS	
TEL NUMBER	
FAX NUMBER	
EMAIL ADDRESS	

15. SPECIAL CONDITIONS

15.1 The SELLER shall be responsible for the following if required:

15.2 The obtaining and supply of certificates in compliance with Government Regulations to the effect that all the electrical installations (which includes the electrical fence system certificate), and gas certificate as well as a borehole certificate (if applicable) on the property complies, or is reasonably safe;

15.3 The obtaining and supply of a certificate to the effect that the improvements on the property is free from infestation by timber destroying insects, if specifically required by a financial institution;

15.4 The obtaining of the certificate for the occupation of the property;

15.5 The obtaining of the required SPLUMA certificate if and when applicable – the cost to apply for the said certificate will be for the Purchasers expense, should any building plans need to be amended and/or updated for the property to be compliance prior to the issuing of the SPLUMA certificate then these expenses will be for the registered owner.

15.6 Payment in respect of the costs regarding the issue of aforementioned certificate(s) as well as the costs that may be necessarily incurred for the due compliance of all the prerequisites called for by the person or persons responsible for the issuing of the abovementioned certificate(s).

15.7 The Purchaser acknowledges that neither the Seller nor the Auctioneer shall be liable to provide any building plans.

____________________ ____________________

PURCHASER **SELLER**

16. COMMISSION

16.1 The Parties agree that a total commission in an amount of 10% (TEN PERCENT) PLUS VAT of the purchase price is payable by the PURCHASER to the AGENT/ Auctioneer, namely) APOLLO ASSETS (PTY) LTD T/A APOLLO AUCTIONS (Fidelity Fund Certificate Registration No: F143313), 010 534 5000 directly after the auction or private treaty agreement.

16.2 It is specifically recorded that the commission amount as per 16.1 will be paid on top of / and in addition to the purchase price as in 2.2 by the purchaser in the event of Auction or by way of private treaty;

16.3 The parties place on record that no other agent was the effective cause of the sale and that the PURCHASER and/ or the SELLER shall have no liability whatsoever to pay commission in any form, to any other agent except for APOLLO ASSETS (PTY) LTD T/A APOLLO AUCTIONS as stated in 16.1 above.

On acceptance by the seller the commission will be deemed earned and payable by the purchaser. The commission will become non-refundable on acceptance and in the event that the purchaser breaches any of the terms and conditions of this agreement.

16.4 Should the Seller for whatever reason cancel or breach the terms of this agreement and the agreement is terminated by the Seller / Purchaser, the Purchaser shall have a claim for specific performance / damages directly against the Seller in view of commission already earned. The Seller hereby indemnifies and hold the Auctioneer / Agent harmless against any claim from the purchaser in this regard.

17. GENERAL CLAUSES

17.1 These conditions of sale constitute the whole agreement between the parties as to the subject matter hereof and no agreement, representation, or warranty between the parties other than those set out herein are binding on the parties.

17.2 No extension of time, waiver, indulgence, or suspension of any of the provisions of this agreement which any party hereto may have given shall be binding unless recorded in a written document signed by both parties.

____________________ ____________________

PURCHASER SELLER

17.3 No variation or alteration or cancellation of these conditions of sale or any of the terms
hereof, shall be of any force or effect, unless in writing and signed by the parties hereto.

17.4 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and words importing persons shall include partnerships and body corporate, and *vice versa*.

17.5 The parties signing this document confirm that they have read and understood all of the terms and conditions contained herein as well as the rules of the auction and agree that they are bound hereto.

17.6 The purchaser/s acknowledges that they/he/she are bound by the rules of the Home Owners Association and/or Body Corporate and, if required, they/he/she must sign an addendum to become part of a Homeowners Association and hereby acknowledges that they/he/she will adhere to the rules of the Estate/Complex and its Homeowners Association/Body Corporate if applicable.

17.7 The SELLER warrants that he is duly authorized to sign acceptance of the Deed of Sale.

18. <u>FINANCIAL INTELLIGENCE CENTRE (ACT38/2001 – FICA</u>):

I / We undertake to furnish all necessary documents/information requested by the Agent/Transferring Attorney as required by the abovementioned Act. The parties take notice that in terms of the Financial Intelligence Centre Act (FICA) – Act 38 of 2001, they will be requested to immediately supply original or certified copies of their identity documents and latest utility bills, to the agent of Apollo Assets (Pty) Ltd t/a Apollo Auctions and the Transferring Attorney.

19. <u>MATRIMONIAL PROPERTY ACT (ACT 88 OF 1984)</u>
The parties warrant that all consents required in terms of the Matrimonial Property (Act No 88 of 1984) have been duly furnished.

____________________ ____________________

PURCHASER **SELLER**

20. **POPI ACT, 4 OF 2013**

"The parties herein hereby consent as required under the Protection of Personal Information Act No 4 of 2013 (POPI), to the Agent, Conveyancer and Mortgage Originator (if applicable) gathering our personal information. The Estate Agency, its Agents and supporting staff will have access to our personal information which we have given to them for the express purpose of concluding a binding Sale Agreement and transfer of immovable property.

The parties further consent to the sharing of our information between the Estate Agency, Conveyancers and Mortgage Originator (if applicable) so that the provisions of the Financial Intelligence Centre Act may be complied with by the respective organisations.

21. **The final acceptance and signatures of this offer to purchase will be done in the presence of my principal OR a Full Status Agent.**

THUS, DONE AND SIGNED by the PURCHASER/S at ______________________ on

the ____ day of ________________________ 20 ______

______________________ ______________________

PURCHASER 1 **PURCHASER 2**

THUS, DONE AND SIGNED by the SELLER/S at ______________________ on the

____ day of ________________________ 20 ______

______________________ ______________________

SIGNATURE OF AGENT **SELLER 1**

______________________ ______________________

SIGNATURE OF PRINCIPAL/ FULL STATUS AGENT **SELLER 2**

DEED OF SURETYSHIP

I/ We the undersigned, ____

Identity number: ____

do hereby interpose and bind myself/ ourselves as surety and co-principal debtor(s) *in solidum* for and on behalf of the PURCHASER to and in favour of the SELLER for all the obligations of the PURCHASER under the Conditions of Sale foregoing and in particular for all amounts of money that may be due, including damages, from whatsoever cause arising under renunciation of the benefits of division and excussion. I/ We do further acknowledge that I/ we are fully aware of all the terms and Conditions of the Conditions of Sale as if fully set out herein. I/ We accept *domicilium et executandi* at the following address:

Physical Address: ____

Postal Address: ____

Telephone number: ____

Fax number: ____

Email address: ____

THUS, DONE AND SIGNED at _____________________ on the ____ day of

________________________ 20 ______

________________________ ________________________

WITNESS **SURETY**

EXTRACT FROM THE MINUTES OF A MEETING OF THE MEMBERS OF:

NAME OF CLOSE CORPORATION ____

REGISTRATION NUMBER: ____

HELD AT ___________________________ ON ________________________________

RESOLVED THAT:

1. **The CLOSE CORPORATION buys the following PROPERTY**

   ____

   FROM ____

   FOR R____________________ (_____________________________________

   ____)

2. **That ____ in his capacity as member be and is hereby authorized to execute and sign all documents necessary to give effect to the above resolution.**

Certified a true copy,

_________________________	_________________________
MEMBER	**MEMBER**

EXTRACT FROM THE MINUTES OF A MEETING OF THE DIRECTORS OF:

NAME OF COMPANY ____

REGISTRATION NUMBER: ____

HELD AT _________________________ ON ______________________________

RESOLVED THAT:

1. **The COMPANY buys the following PROPERTY**

 ____

 FROM ____

 FOR R __________________ (__________________________________

 ____)

2. **That ____ in his capacity as member be and is hereby authorized to execute and sign all documents necessary to give effect to the above resolution.**

Certified a true copy,

_______________________ _________________________

DIRECTOR DIRECTOR

EXTRACT FROM THE MINUTES OF A MEETING OF THE TRUSTEES OF:

NAME OF TRUST ____

REGISTRATION NUMBER: ____

HELD AT _________________________ **ON** _____________________________

RESOLVED THAT:

1. **The TRUST buys the following PROPERTY**

   ____

   FROM ____

   FOR R __________________ (__________________________________

   ____)

2. **That** ____ **in his capacity as member be and is hereby authorized to execute and sign all documents necessary to give effect to the above resolution.**

Certified a true copy,

______________________ ______________________

TRUSTEE **TRUSTEE**

T: +27 (0)10 534 5000 C:+27 (0)79 947 2926 / C:+27 (0)73 380 8625
E-Mail: johan@apolloauctions.co.za / leeanne@apolloauctions.co.za / admin@apolloauctions.co.za
Web: www.apolloauctions.co.za
APOLLO ASSETS (PTY) LTD T/A APOLLO AUCTIONS - NR: 2015/032620/07 VAT Reg nr : 4210278497