

talanafoot

REAL ESTATE & FINANCING

OWNER: Talana Foot
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Picabiz 315:CC t/a Talana Foot Real Estate
Reg No: 2011/085487/23
VAT No: 4660272750

OFFER TO PURCHASE

To: ALBERT BENJAMIN SCHULTZ

From: Dewald Mathys Potgieter

(Hereinafter referred to as "the SELLER")

(Hereinafter referred to as "the PURCHASER")

The PURCHASER is acting on behalf of _____ a Trust,
or CC / Pty Ltd. which is existing / to be formed with Reg. No. _____

A signatory acting as representative of a legal entity, binds himself as surety and co-principal debtor for the due performance of all its obligations by the entity. In the case of a Company / Close Corporation to be formed, the signatories as PURCHASER recognizes that they are personally bound to this agreement should the formation of the Company / Close Corporation designated above not take place within thirty days of the date of their signature to this agreement.

Detailed descriptions of the parties appear on the information sheet attached hereto, which forms part of this agreement.

The PURCHASER hereby offers to purchase the immovable Property situated at and described as:

Erf No. 978 measuring approximately 495 square meters situated at and known as
2 KEMSLEY STREET, RICHMOND HILL, PORT ELIZABETH
(Hereinafter referred to as "the Property").

OR

Sectional Title Unit consisting of:

Unit No. _____ Section No. _____ Erf no. _____ Address _____ as
shown and more fully described on the Sectional Plan in the scheme known as _____
("the Scheme") measuring _____ square meters as per the Sectional Plan ("the Section");

- (i) Undivided share in the Common Property in the Scheme apportioned to the Section as per the Sectional Plan;
- (ii) Exclusive right of use of: Labour Quarters No. _____ Storeroom No. _____ Garage No. _____ Carport No. _____
Parking No. _____ Garden area _____ Yard area _____ as specified on the Sectional Plan or as provided for in the Rules.

Levies per month R _____ Rates & Tax per month R _____

(Hereinafter referred to as "the Property").

The PURCHASER acknowledges that the PURCHASER has been alerted by the SELLER to the fact that the Developer / Body Corporate has reserved the right of Further Development in terms of Section 25 of the Sectional Titles Act of 1986.

upon the following terms and conditions:

1. PURCHASE PRICE

The Purchase Price for the PROPERTY is the sum of R 660 000 -

SIX HUNDRED AND SIXTY THOUSAND RANDS
Inclusive of VAT if applicable and payable as follows:

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- 1.1 A deposit of R shall be paid to the SELLER'S ATTORNEY to be held in trust and invested in an interest-bearing account for the benefit of the PURCHASER. This deposit is to be paid within days of acceptance of this offer or the fulfillment of suspensive conditions (if applicable) contained herein.
- 1.2 The balance of R is payable against registration of the PROPERTY into the name of the PURCHASER, for which payment the PURCHASER shall, within 14 days of acceptance of this Offer or the fulfillment of the suspensive conditions (if applicable), whichever is the latter, furnish the SELLER'S Conveyancers with a Bank or Financial Institution's guarantee in such terms as may be reasonably required by the SELLER'S Conveyancers, providing for payment upon registration of transfer. Should payment of the balance purchase price not be subject to any suspensive conditions, the PURCHASER shall provide proof of funds within 7 (seven) days of acceptance.

The Purchaser's attention is specifically drawn to the following: Due to ongoing cyber fraud, you must personally verify the conveyancer's banking details at their offices before making any payments. The conveyancer will not be responsible for any losses resulting from payments made to fraudulent banking accounts.

2. MORTGAGE BOND

This entire agreement is conditional upon the PURCHASER or the property practitioner on behalf of the PURCHASER being issued with a quotation (as referred to in the National Credit Act 34 of 2005) or an Offer in respect of a Mortgage loan by a Financial Institution for a loan in the sum of R 660 000 - or such lesser amount as the Purchaser agrees to in writing, on or before the 30-April-2025 such loan to be secured by a mortgage bond to be registered over the PROPERTY, or any other property nominated by the Purchaser, simultaneously with transfer. This condition shall be deemed to be fulfilled upon notification by the Financial Institution from the PURCHASER or his property practitioner of a quotation having been issued upon normal banking conditions. The PURCHASER hereby authorizes the property practitioner to make the necessary application/s for such a loan on his behalf. Any malicious attempt by the Seller or the Purchaser to timeously submit the loan application shall entitle the Property Practitioner to recover damages from the offending party equal to the professional fee referred to in clause 15 of this agreement. The Purchaser's attention is drawn to the fact that in terms of the doctrine of fictional fulfillment, this clause will be deemed to be fulfilled if the Purchaser frustrates the fulfillment of this clause in any way whatsoever.

3. CONDITION OF THE PROPERTY

The PROPERTY is sold VOETSTOOTS as it stands and is suitable for its intended purpose as a residential dwelling. The PROPERTY is subject to all the terms and conditions of the title and all other conditions which may exist in regard thereto and the PURCHASER has been made aware of the fact that the title deed to the PROPERTY is available for inspection as a public document. The Purchaser purchases the property with all existing servitudes registered over the property. If the PROPERTY'S size or dimensions have been erroneously described, the description thereof as in the SELLER'S title deed shall apply and, in such event, the parties agree to the rectification thereof.

Building Plans: (tick applicable)

- ☐ The Seller confirms that, to the best of his knowledge and belief, all existing building works were in terms of building plans approved by the relevant institutions and the Seller warrants that all alterations, additions, and improvements to the Property have been approved by the local authority.
- ☐ The Purchaser confirms that he has been given copies of the available building plans and it's recorded that the seller does not warrant the correctness of such plans.
- ☒ It is recorded that the building plans of the property have been lost by the municipality and the seller does not provide any warranty/guarantee or undertaking concerning the building or any structure being on plan.
- ☐ The seller is to provide a copy of the approved plans for all structures before transfer.
- ☐ The Seller is aware of the following structures without approved plans:

THERE ARE NO BUILDING PLANS - BURNT IN CITY HALL FIRE
Any defects or warranties not expressly covered in this agreement shall be covered by the voetstoots clause. The PURCHASER/S herewith confirms that he/she had been given adequate opportunity to inspect the home and the PURCHASER/S is satisfied with the property in all respects except to the extent stated otherwise in this agreement. Should the SELLER have provided a MANDATORY DISCLOSURE regarding the condition of the property, this shall in no way be taken as being a warranty or guarantee of any kind or form part of this agreement of sale. In the event of the PURCHASER not signing such disclosure, if provided, he/she confirms nevertheless, receipt thereof, has noted the contents and accepts the property in the condition as depicted.

The PURCHASER is entitled to receive the PROPERTY in the same condition as when the PURCHASER inspected the property. The Seller undertakes to hand over the property to the Purchaser in a clean and tidy state and this includes the yard. Grass to be cut and all dirt/rubble is to be removed before registration at the seller's cost.

The seller will repair the following defects before the date of registration of transfer: (delete if not applicable)

THE SELLER WILL DO NO REPAIRS TO THE PROPERTY BEFORE
REGISTRATION (SOLD AS VOETSTOOTS)

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4. PASSING OF RISK

All the benefits and risks of ownership of the PROPERTY shall pass to the PURCHASER with effect from the date of registration of transfer. The PURCHASER will assume the risk associated with the timing of registration of transfer and any delay associated therewith unless expressly caused by an act on the side of the SELLER. The parties agree that registration is to be affected as close as possible to the occupation date.

5. OCCUPATION AND POSSESSION

The SELLER undertakes to give, and the PURCHASER agrees to accept occupation and possession on REGISTRATION. If the occupation date does not coincide with the date of registration of transfer, the purchaser acknowledges that early occupation will ONLY be applicable when all guarantees or the fulfillment of suspensive conditions (if applicable) for the full purchase price including the transfer and bond costs are in place for the registration of the property. If the occupation date does not coincide with the date of registration of transfer, the party enjoying occupation of the PROPERTY whilst it is registered in the name of the other party, shall, in consideration of such occupation, pay the other party occupational interest of R 5000 - per month in advance to the SELLER'S Conveyancers. From the date of occupation, the PURCHASER will be liable for all electricity, water, sewerage, and refuse consumption on the PROPERTY. The calculation of these amounts will be done between the parties and will not delay the registration process.

5.1 If occupation is given before transfer, **the PURCHASER will not make any alterations or additions to the property without the written consent of the SELLER.** The Purchaser shall be obliged, in the event of cancellation of this agreement to vacate the Property within 7 (seven) days of a written request by the Conveyancer to do so, it being expressly agreed between the parties that no tenancy shall be created by virtue of the Purchaser taking occupation of the property before registration of transfer.

5.2 The PURCHASER shall be obliged, in the event of the cancellation of this agreement to forthwith vacate the PROPERTY and restore it to the SELLER in the same condition as when the PURCHASER took occupation. The PURCHASER will have no claim whatsoever against the SELLER arising out of any alterations made to the PROPERTY by the PURCHASER.

6. COSTS OF TRANSFER

The PURCHASER is aware of bond and transfer cost fees. The PURCHASER shall pay on demand all transfer and bond registration costs incidental to transfer, transfer duty, and conveyancer fees plus VAT thereon.

Purchaser/s initials DM

The PURCHASER will be responsible for payment of all rates & taxes, Sectional Title / HOA levies in respect of the PROPERTY from the date of registration. Furthermore, the purchaser will pay all standard conveyancing costs of and incidental to the registration of the transfer in the name of the purchaser including, but not limited to attorney's fees, VAT on attorney's fees, transfer duty, post and petties, electronic instruction fees, Levy and rates clearances, all additional conveyancing cost agreed to in writing, as well as the costs of registration of any bond referred to in this agreement. The Seller shall be liable for any additional cost relating to a transfer from a deceased estate, including the section 42(2) certificate to be obtained from the Master (into the Administration of Deceased Estate 1965 as amended), and additional attendances relating thereto, the cost for the cancellation of the seller's bond, the cost for the application of lost title deeds of mortgage bond deeds, the cost to amend any conveyancing error on the title deed, the cost for removal of any restrictive condition in the title deed, as well as additional conveyancing cost agreed to in writing.

The SELLER is not aware of any special levies imposed or about to be imposed by the Body Corporate or Managing Agents and confirms such herewith. If special levies are imposed prior to registration of the transfer, the Seller shall be obligated to settle the special levies prior to registration of the transfer.

Cancellation of Seller's existing bond (if applicable)

The Seller acknowledges that he is aware that unless he gives the existing bondholder 90 days written notice of his intention to cancel the bond, the bank will be entitled to recover finance charges from the Seller for this period.

Seller/s initials DM

Should the Property form part of a Homeowners' Association:

~~The Purchaser hereby acknowledges that he is aware that, on the Registration Date, he will become a member of the Homeowners' Association and that he shall be bound by the constitution or management/conduct rules of the Home Owners' Association, as may be amended from time to time; the Purchaser hereby acknowledges and agrees that he assumes liability for all contributions as determined in the constitution of the Homeowners' Association, for the administration of the Property from the Registration Date; and should the Seller have to pay levies in respect of a period beyond the Registration Date to obtain a levy clearance certificate, the Parties agree that the Purchaser shall refund to the Seller any amounts due in respect of the Monthly levies after the Registration Date, on condition that the Homeowners' Association does not hold the Purchaser directly liable for payment of such levies. The Purchaser shall be responsible for the payment of any current special levies for the Property which are payable in installments beyond the Registration Date, and the Seller will be responsible for payment of any special levies raised and payable in full before the Registration Date.~~

Should the Property form part of a Sectional Title Scheme:

~~The Purchaser records that he is aware that, on the Registration Date, he will become a member of the Body Corporate, established for the Sectional Title Scheme. The Purchaser accepts the transfer of the Property subject to all of the provisions of the STA and the STSMA relating to the duties and powers of the Body Corporate, and in particular, assumes liability for contributions as determined in the STA and STSMA for the repair, upkeep, control, management, and administration of the common property and other purposes described in the STA and STSMA and the further powers, duties, and functions of the Body Corporate. Should the Seller have to pay levies in respect of a period beyond the Registration Date to obtain a levy clearance certificate, the Parties agree that the Purchaser~~

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~~shall refund to the Seller any amounts due in respect of the Monthly levies after the Registration Date on condition that the Body Corporate does not hold the Purchaser liable for payment of such levies. Should any special levies be payable beyond the Registration Date, the Purchaser shall be responsible for the payment thereof from the Registration Date onwards. Any special levies raised and payable in full before the Registration Date will remain the responsibility of the Seller.~~

7. CERTIFICATES – To be furnished to the Conveyancer before registration of transfer

The Seller shall, within 14 (Fourteen) days from the date of demand by the Conveyancer, at the Seller's cost and expense, provide to the Conveyancer the Compliance Certificates. The parties agree that all certificates of compliance for installations to be issued in terms hereof are issued by an independent contractor with the necessary accreditation and the seller gives no warranty in this regard. The purchaser waives any claim of any nature against the seller from any liability of whatsoever cause due to any negligent or wilful act or omission on the part of the independent contractor in issuing any compliance certificate in terms hereof. Should the Seller fail to furnish the certificates the Purchasers will be entitled to obtain same and in the event the Seller authorizes the Sellers Conveyancer to deduct the cost of obtaining same from the net proceeds and to reimburse the Purchaser, the parties hereby instruct the Conveyancer not to pass transfer of the property into the Purchasers name until the said certificates have been furnished.

7.1 ~~To comply with the electrical installations Regulations as published in the Government Notice 14950 dated 23 October 1992, the seller, as a user of the electrical installations at the PROPERTY hereby sold, shall furnish a valid Certificate of Compliance, not older than 3 months from the date hereof. A Certificate of Compliance in respect of the whole Electrical Installation on the Property issues in terms of Regulation 7 of the Schedule 'Electrical Installation Regulations' made under Section 35 of the Machinery and Occupational Safety Act 1983. Issued by an accredited electrical contractor registered with the Electrical Contracting Board of South Africa.~~

- Solar Panels and Inverter system (if applicable) to form part of the Certificate of Compliance
- Borehole (if applicable) the distribution board to consumption is included in the Certificate of Compliance
- The pump and controller DO NOT form part of the compliance certificate.

7.2 Should any gas installation(s) exist on the Property then the Seller shall provide a Certificate of Conformity in respect of the gas installation(s) from an authorized person registered with The Liquefied Petroleum Gas Safety Association of Southern Africa which Certificate of Conformity shall be handed to the Purchaser on registration of transfer.

7.3 To comply with Regulation 12 of the Electrical Machinery Regulations it is necessary when transferring ownership of a property that has an electric fence system to provide a certificate of compliance. The electric fence system certificate is separate from the electrical compliance certificate 7.1 above. The certificate is transferable.

7.4 BORER BEETLE CERTIFICATE (delete whichever sub-clause is not applicable):

~~7.4.1 The parties have agreed that the SELLER shall provide a valid certificate from a registered Entomologist, that the accessible timbers in the buildings are free from any active wood destroying insects.~~

OR

7.4.2 Should the seller not be required to provide a certificate as stated in (i) above and should the bank granting the bond to the purchaser request a borer beetle certificate, a valid certificate from a registered Entomologist is to be obtained. The inspection certificate will be paid for by the PURCHASER, however, should there be any work to be done to eliminate any infestation, such work will be paid for by the SELLER.

The parties authorize TALANA FOOT REAL ESTATE to obtain such certificates at the cost of the parties as above but understand that TALANA FOOT REAL ESTATE cannot be held liable for workmanship by any appointed contractor.

8. FIXTURES AND FITTINGS

The PROPERTY includes all fixtures and fittings of a permanent nature in the buildings of the PROPERTY which the SELLER confirms to be in good working order and fully paid for and specifically includes the following:

Geyser/s, taps, door handles & outside door/s locks, garage door/s locks or motor/s with remote/s, all window handles, intercom system, all light fittings, fitted carpets, built-in cupboards, fitted television aerial, satellite dish, burglar alarm system, motor gate & remotes, fitted stove, oven, and hobs. Pool and pool pump/filter system and pool equipment (if applicable) The Seller undertakes to maintain all the plumbing fittings and systems in and about the property up to date of registration. The following items form part of the sale:

PROPERTY SOLD - AS IS (VOET-STOOTS) + ADDENDUM A

All necessary documentation as may be in the SELLER'S possession regarding any warranties or guarantees of goods fitted at the property to be handed over to the purchaser for his safekeeping.

The alarm system contract is with ATLAS - NO CONTRACT, contract to be canceled by the seller on or before registration. If canceled and not taken over by the purchaser (with a contract with the alarm company) the purchaser is aware that the alarm equipment will be removed by the alarm company if ownership belongs to the Alarm Company.

Alarm system ownership: Owner YES/NO Alarm Company YES/NO

The following items **DO NOT (EXCLUDES)** form part of this sale (items to be removed). Seller to remove and make good.

STATUES, ROCKS, PLANTS,

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9. TENANTS

- ~~9.1 The PURCHASER acknowledges that the PROPERTY (or a part thereof) is let and that:~~
- 9.1.1 (When tenant will remain) With reference to clause 5, the PURCHASER will not get vacant occupation on registration. All the SELLER'S rights in terms of the lease agreement are hereby ceded to the PURCHASER with effect from the date of registration. The SELLER confirms that the monthly rental amount is R_____ and the SELLER undertakes to let the PURCHASER have a copy of the written lease agreement by date of registration. **OR**
- 9.1.2 (When tenant is to vacate on date of registration) With reference to clause 5, the tenant will vacate by the date of registration of transfer, and it remains the SELLER'S responsibility to ensure that the PURCHASER gets vacant occupation on registration. **OR**
- 9.2 The SELLER declares that the PROPERTY is not currently let to tenants.

10. SALE OF PURCHASER'S PROPERTY (Still to be sold)

This sale is subject to the sale of the PURCHASER'S property, situated at _____ free of suspensive conditions, or if suspensive conditions apply, such conditions must be fulfilled by _____. The SELLER acknowledges that the PURCHASER will be deriving funds for the furnishing of guarantees from the proceeds of the sale of his/her property and that the provisions of Clause 1.2 shall be subject to this paragraph. In the event of the guarantees not being available by _____ the SELLER shall be entitled to notice to the PURCHASER in terms of Clause 16. The SELLER'S CONVEYANCER will be entitled to a copy of the sale agreement of the PURCHASER'S property.

11. REGISTRATION OF PURCHASER'S PROPERTY (Sold but not registered yet)

This sale is subject to the successful registration of the sale of the PURCHASER'S property situated at _____. The SELLER acknowledges that the PURCHASER will be deriving funds for the furnishing of guarantees from the proceeds of the sale of his property and that the provisions of Clause 1.2 shall be subject to this paragraph. In the event of the guarantees not being available by _____ the SELLER shall be entitled to give notice to the PURCHASER in terms of Clause 16. The SELLER'S Conveyancer will be entitled to a copy of the sale agreement of the PURCHASER'S property.

12. 72 HOUR RATIFICATION

Before the fulfillment of the suspensive conditions contained in clauses 2 and 10, the SELLER retains the right to continue marketing the PROPERTY which is the subject of this agreement and in the event of the SELLER receiving a satisfactory written offer free of suspensive conditions (which shall be interpreted to include an offer in which all suspensive conditions have been fulfilled) from a third party, he shall notify the PURCHASER in writing or by fax as determined by the seller in his sole & absolute discretion, furnishing the PURCHASER with a copy of such written offer and giving the PURCHASER 72 hours (excluding Saturdays, Sundays and public holidays) notice to waive or prove the fulfillment of the suspensive conditions aforementioned, and if the PURCHASER fails to give the SELLER written or faxed notice of such waiver within such 72 hour period, the SELLER shall be entitled to cancel this agreement forthwith by giving written notice to the PURCHASER to that effect.

OR

~~The PURCHASER/S acknowledges that the SELLER retains the right to continue with the marketing of the PROPERTY and that the SELLER will be entitled to accept MULTIPLE OFFERS on this property, subject to the purchaser who is first able to submit written proof of fulfillment of all the suspensive conditions together with proof of funds for the balance purchase price (if applicable) and paying transfer costs to the conveyancing attorney will be the successful purchaser that the SELLER will proceed with, whereafter all other offers on the property will be null and void.~~

13. DOMICILE OF THE PARTIES (CHOSEN PERMANENT ADDRESS)

The PURCHASER and SELLER choose as the address for the service of any notice or process from the Offer and the sale which may result upon acceptance hereof, both business and residential addresses set forth in the particulars furnished by them.

14. "SECTION 29A OF ALIENATION OF LAND ACT" (Only applicable to natural persons where the purchase price is R250 000 or less)

Should the purchase price be R 250 000 or less the PURCHASER has the right to revoke this Offer or terminate the agreement in terms of Section 29A of the Alienation of Land Act No.68 of 1981 by notice to the SELLER. The notice to the SELLER must:

1. be in writing.
2. be delivered to the SELLER within 5 days of the PURCHASER signing this agreement (excluding the day of signing by the PURCHASER, Saturdays, Sundays, and Public Holidays).
3. be signed by the PURCHASER or the PURCHASER'S property practitioner acting on the PURCHASER'S written authority.
4. identify the offer or agreement which is being revoked.
5. be delivered to the SELLER or the SELLER'S property practitioner.

15. PROFESSIONAL PROPERTY PRACTITIONER FEE

The parties acknowledge that TALANA FOOT REAL ESTATE is the effective cause of the sale and a professional fee of ~~8.5~~ ^{5.5} % (plus VAT) is payable. The SELLER is liable for the payment of the professional fee which shall accrue on fulfillment of any suspensive conditions contained herein to the property practitioner/s listed below and the SELLER hereby irrevocably authorizes the Conveyancer to pay such fee as a payment against the proceeds of the sale on Registration of Transfer. Such payment to be made directly to the AGENCIES indicated. If another Property Practitioner or Agency institutes a claim against the SELLER after the payment of the professional fee, both the SELLER and PURCHASER indemnify Talana Foot Real

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Estate. If the PURCHASER and SELLER agree to cancel this sale for whatever reason, the PURCHASER shall be liable jointly and severally with the SELLER to the agency/s for payment of the professional fee, which the professional property practitioner/s fee shall be payable from any deposits paid. The property practitioner/s joins this Agreement as a party for the purpose of accepting the benefits conferred upon them by this Clause. If the agreement is canceled as a consequence of default by the Purchaser, the Purchaser acknowledges that he/she/it shall be liable to the Property Practitioner for payment of the equivalent of the professional fee by way of liquidated damages without prejudice to the rights of the Property Practitioner/s against the Seller in terms of this Agreement. Fees shall be payable as follows:

Agency	AGENCY FFC NUMBER	Property Practitioner/s Registered with the PPRA	Split Agreement of Property Practitioner/s	VAT Applicable
TALANA FOOT REAL ESTATE	FFC 2023118583	TALANA FOOT	30%	YES
TALANA FOOT R/E	FFC 121 6997	GRAHAM WHITE	70%	YES

16. DEFAULT

If after acceptance hereof either party fails to fulfill any of the conditions and remains in default for a period of 7 (seven) days after written notice has been given by the other party or his agents, then the aggrieved party shall be entitled without prejudice to any other right of law, to claim specific performance or cancellation of this contract and damages. No indulgence which either party may grant to the other shall constitute a waiver of any rights of the grantor. Should the PURCHASER be the defaulting party, and should the SELLER choose cancellation of this contract and claim damages as a remedy, the SELLER shall be entitled to:

- 16.1. to cancel this agreement and to claim and recover from the Purchaser damages sustained by the Seller as a consequence of the cancellation occasioned by the Purchaser's breach and pending determination of such damages to require the deposit or any balance of the deposit (after payment of brokerage to the Property Practitioner and any other amounts paid by the Purchaser to the Conveyancers of the Property Practitioner on account of the purchase price to be retained in trust for ultimate application to satisfy any successful claim brought by the Seller. The provisions of this clause, if applied by the Seller, shall not prejudice the rights of the Property Practitioner pursuant to Clause 15. The purchaser's attention is specifically drawn to this clause pursuant to the Consumer Protection Act 68 of 2008 and his initial hereto serves as proof thereof.

17. FINANCIAL INTELLIGENCE CENTRE ACT

The PURCHASER and SELLER undertake to comply with the requirements of the INTELLIGENCE CENTRE ACT no. 38 of 2001, and more in particular to provide the necessary documents as required in terms of the said Act when called upon to do so by the Conveyancer or Property practitioner.

18. GENERAL

The parties acknowledge that this Agreement constitutes the entire contract between them and that no other conditions, warranties, or representations have been made by either party or their Property Practitioners other than those included in this Agreement. The Seller and Purchaser confirm and agree that neither nor the Property Practitioner has in relation to the sale of the Property made any representations or given any warranties or undertakings not contained in this document. The property practitioner has explained the meaning and the consequences of all the terms contained in this document before they signed the document and that they are under no misapprehension about what they are buying and selling and on what terms. No indulgence granted by one party to the other to comply with any obligation imposed by the terms contained herein constitutes a waiver or rights by the first mentioned party. Each will on demand furnish the Property Practitioner and the Conveyancer required in terms of the Financial Intelligence Centre Act 38 of 2001. The parties confirm that the Property Practitioner representing him/her has explained all the terms of this agreement in detail. The PURCHASER'S attention is specifically drawn to this clause in terms of Section 49 of the **Consumer Protection Act** and confirms that the Property Practitioner has explained the consequences of this clause in detail. The parties further acknowledge that none of the terms of this agreement, despite the express references to the Consumer Protection Act, should be construed as an acknowledgment that the Consumer Protection Act applies to this transaction in circumstances where the act would not have been applicable to the transaction.

The Seller warrants that the Purchase Price is sufficient to cover the outstanding bond, rates and taxes, electricity and water, and other imposts levied by the local authority in question, the Body Corporate, and the Homeowners' Associations. Notwithstanding the foregoing, in the event of any shortfall, the Seller hereby undertakes to pay such shortfall to the Conveyancer within 7 (Seven) days of demand from the Conveyancer.

Seller hereby instructs the appointed Conveyancer to attend to any amount/s which at the discretion of the Conveyancer is/are reasonably necessary to be paid to enable registration of transfer to take place and required to enable me/us to comply with my/our contractual obligations as provided in the Deed of Sale.

In marketing the Property, the Property Practitioner has not made any misleading, false, or deceptive statements or used any exaggeration or ambiguity and has not applied or used any unfair, unreasonable, or unjust technique or similar conduct to persuade any of the parties to buy or sell the Property on the terms stated herein or to use or sign this document.

19. RATES CLEARANCE CERTIFICATE

The Seller authorizes the Conveyancer to obtain municipal clearance requirements from the municipality. Any arrears due to the municipality will be determined by the Conveyancer as per the rates assessment from the local authority.

INITIALS:

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20. SPECIAL CONDITIONS

- PROPERTY SOLD AS VOLT-STOOL
- SELER Will DO NO REPAIRS TO THE PROPERTY BEFORE REGISTRATION THAT INCLUDES THE BROKEN WATER PIPES.
- ELECTRICAL C.O.C. Will BE AT BUYERS COST.
- Bore-BEETLE C.O.C. Will BE AT BUYERS COST (if REQUIRED)
- THERE ARE NO BUILDING PLANS + ADDENDUM A

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21. SUSPENSIVE CONDITION: MASTER CONSENT (DECEASED ESTATE)

(Delete this clause if it is not applicable)

In the event that the Property is being disposed of for and on behalf of a deceased estate then and in such event this agreement is subject to and conditional upon the Master of the High Court of South Africa consenting in writing to this transaction.

22. Property Practitioners ACT 22 of 2019 (PPA)

The duly completed and signed **mandatory disclosure** form in respect of the property required in terms of Section 67 of the Property Practitioners Act 22 of 2019, is attached hereto as **Annexure '1'**

23. POPI ACT (Protection of Personal Information)

The Seller/s and the Purchaser/s hereby give their consent to the property practitioner/agency/s involved in the sale, and to the Conveyancing Attorneys who will register the transfer of the property, to process our personal information for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act. Such consent shall extend to the sharing of my/our personal information with your trusted legal/financial advisors whom you may approach for advice or assistance during the provision of your services to me/us.

24. SOUTH AFRICAN REVENUE SERVICES

As a result of the South African Revenue Service (SARS) doing risk analysis on both the transferor and the transferee on all property transactions, both the Seller and the Purchaser warrant to each other and the Agent that all tax issues (whether personal or other) including but not limited to, tax returns and tax payments are current and up to date. The defaulting party will be liable for all costs incurred and damages suffered by the aggrieved party as a result of a breach of this warranty. The aggrieved party shall also be entitled to place the defaulting party on terms and thereafter cancel the agreement if this warranty is breached. The remedies are in addition to all rights which in terms of this agreement or Law.

The Seller is aware that if he is a foreign national a percentage of the proceeds must be withheld in terms of the current taxation requirements, pending receipts of a tax clearance certificate from SARS and the Purchaser and the Agent being liable to SARS to give effect to this requirement hereby instruct the Transferring Attorney to withhold the required percentage, pending receipt of such certificate.

26. JURISDICTION

For the purpose of all or any proceedings herein, the parties consent to the jurisdiction of the Magistrate's court otherwise having jurisdiction under Section 28 of the Act pursuant to Section 45 of the Magistrate Court Act 1944 as amended. However, an aggrieved party may at his sole option institute proceedings in any other competent Court which has jurisdiction.

27. ACCEPTANCE

The first signature to this offer to purchase shall constitute an irrevocable offer and shall remain open for acceptance by the Seller until PRESENTATION thereafter it shall be deemed to have lapsed. Communication by the Seller to the property practitioner shall be regarded as sufficient timeous communication to the purchaser that the offer has been accepted and for this purpose, the purchaser appoints the property practitioner to accept such communication for acceptance on their behalf. Any counteroffer/s if applicable shall remain open for acceptance by the Purchaser until _____ where after it shall be deemed to have lapsed. The parties agree that in the event of the seller submitting a counteroffer to the purchaser, and in the event of such counteroffer not being accepted by the purchaser, the seller shall be entitled to withdraw the counteroffer and accept the original offer, provided that he does so in writing within 24 Hours of being notified that the purchaser rejected his counteroffer. Once the offer/counteroffer has been accepted, it will constitute a sale irrespective of whether notification of such acceptance has been received by the party making the offer/counteroffer.

The signature of this document gives rise to legal consequences and when duly signed by both purchaser and seller will result in a legally binding contract for the sale of the property described herein. Both parties confirm that this document accurately reflects all the terms and conditions of the proposed sale and purchase and that they fully understand all of its provisions and the consequences.

The Agency is hereby appointed to act on behalf of the Seller and the Purchaser to communicate the acceptance of this offer and/or any counteroffer/s.

INITIALS:

GW
DM (S)

28. SIGNATORIES:

The signature of the Seller's or Purchaser's spouse shall be deemed to be a separate consent to every act the Seller or Purchaser makes as required by the Matrimonial Property Act 1984. If this agreement of sale is signed only by the Seller or Purchaser and consent is required in terms of the Matrimonial Property Act 1984 then the Seller and the Purchaser warrant that all such necessary consents to give full legal effect to this sale have been obtained.

The PURCHASER/S hereby acknowledge by signature hereto of this sales agreement, that they have prudently read and considered the provisions of the relevant clauses above and they understand this agreement and confirm that they were told that this is a legally binding contract once signed by both parties.

Signed at PORT ELIZABETH on this 27 day of MARCH - 2025

[Signature]
PURCHASER 1
Who confirms that he/she has read and understood the contents of this agreement.

WITNESS NAME ID

[Signature]
PURCHASER 2
(if applicable) Do hereby bind myself to this day as surety and co-principle debtor for the fulfilment of the purchaser's obligations in terms of the above agreement of sale and for the Bond to be raised in terms of the Bond clause above, hereby if required to do so.

WITNESS NAME ID

DM
GW
GS

The SELLER/S hereby acknowledge by signature hereto of this sales agreement, that they have prudently read and considered the provisions of the relevant clauses above and they understand this agreement and confirm that they were told that this is a legally binding contract once signed by both parties.

Signed at PORT ELIZABETH on this _____ day of APRIL 2025

[Signature]
SELLER 1
Who confirms that he/she has read and understood the contents of this agreement.

WITNESS NAME ID

[Signature]
SELLER 2

WITNESS NAME ID

DM
GW
GS

The benefits conferred upon the Property Practitioner/s in terms of this agreement are hereby accepted.

I, GRAHAM ANDREW WHITE hereby warrants the validity of my Fidelity Fund Certificate as at date of signature.

[Signature] 2025 1216997
PROPERTY PRACTITIONER 1 (Registered with the PPRA) DATE FFC NUMBER

I, _____ hereby warrants the validity of my Fidelity Fund Certificate as at date of signature.

PROPERTY PRACTITIONER 2 (Registered with the PPRA) DATE FFC NUMBER

AGENCY PRINCIPAL/MANAGER (Registered with the PPRA)

DATE

APPLICABLE TO INTERNS ONLY: I, as Principal / Full Status Property Practitioner, certify that this document was completed in my presence.

PROPERTY PRACTITIONER
(Registered with the PPRA)

DATE

FFC NUMBER

INITIALS:

GW
DM GS

INFORMATION SHEET		
Seller/s		Purchaser/s
ALBERT BENJAMIN	First Names	DENALD MATHYS POTGIETER
SCHULTZ	Surname	POTGIETER
450 4908235046 083	Identity Number/Passport Number	9005085114080
	SARS Income Tax Number	
SELF	Employer	SELF
SINGLE	Marital Status	Single
	ANC with / without accrual	
	Community of Property	
	Unmarried / Foreign Marriage	
	Date of Marriage	
	First Names	
	Surname	
	Identity Number/Passport Number	
Ni/	SARS Income Tax Number	
	Employer	
83 LUNIVALE AVENUE	Present Postal Address	
LORRAINE		
	Current Physical Home Address	54 Norfolk Str, SHERWOOD
	Home Telephone Number	0724186867
	Work Number	
	Work Number	0724186867
	Cellular	
083 459 1541	Cellular	
	E-mail Address	denald@blackhand.co.za
albert@agnet.co.za	E-mail Address	
Existing Bond Holder :STD FNB NEDBANK ABSA OTHER:		Balance of Purchase price from :
Bond Account Number : —		1. Sale of own house :
Where are the Title Deed ? PROPERTY OWNER HAS IT		Property :
Bond Approximate Balance: R —		Purchaser:
90 Day Notice Given? YES/NO Ref:		Conveyancer for subject to property :
Electric Fencing Certificate required? YES /NO		
Wiring Certificate to be arranged by ? SELLER/AGENT		2. Cash (specify source):
Borer Beetle Certificate required ? YES/NO		Bank/s applied for bond/ Bond
If Yes, to be arranged by? SELLER/AGENT		Originator contact details:
LP Gas Certificate of Compliance required ? YES/NO		2. Cash (specify source) :
Seller's Attorney/Conveyancer ? GREYVENSTEIN		Bank/s applied to for bond :
TO BE ATTACHED :	✓	Copies of ID books (all parties) ✓
		Copy of Marriage Certificate —
		Entire ANC (if applicable) —
		Divorce Order (if applicable) —
	✓	Title Deeds (If in owner's possession) NA —
	N/A	Trust Documents (if applicable) —
		Utilities Bill (FICA purposes) ✓

PLEASE ATTACH THE MANDATORY DISCLOSURE FORM

INITIALS:

GW
DM

Date: 28 March 2025

ADDENDUM A

I, Dewald Mathys, hereby propose the inclusion of the following terms in the agreement for the purchase of the property located at **2 Kemsley Street, Richmond Hill, Gqeberha:**

1. Settlement of Outstanding Municipal Accounts

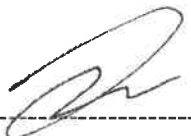
The seller shall be responsible for settling all outstanding municipal accounts, including but not limited to water, electricity, and rates, prior to the transfer of ownership. The purchaser shall not be liable for any outstanding municipal charges.

2. Final Meter Readings & Account Transfer

The seller must ensure that final water and electricity meter readings are taken before transfer and that all accounts are correctly transferred to the purchaser's name without outstanding balances.

3. Condition of Utilities and Property

During my inspection, all water and electricity meters were found to be in working order. The reinstatement of all internal reticulated water pipework will be the Purchaser's responsibility and does not fall under the Seller's obligations. The Seller shall be responsible for any vandalism or damage that occurs during the transfer or purchasing process, excluding the previously damaged water pipework as specified above. If such vandalism occurs, the Seller must either restore the property to its prior condition or provide appropriate compensation for any resulting losses.



Purchaser: Dewald Potgieter
Email: dewald@blackhound.co.za
Phone: 072 418 6867



Agent/Seller:



SELLER (OWNER)