



PJC Attorneys

Registered as PJ Coetzee Attorneys trading as
PJC Attorneys

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CONDITIONS OF SALE AND OF TENDER

Conditions upon which: **PJC ATTORNEYS**
(hereinafter referred to as the AGENT)

duly authorized by: **WERNER SWANEPOEL**
Identity Number 4906075010084
Unmarried
(hereinafter referred to as the SELLER)

offers to sell by public tender the following property namely:

FARM 349 DIVISION MALMESBURY,
WESTERN CAP PROVINCE EXTENT:
698.434 HECTARES
(hereinafter referred to as the PROPERTY)

THE SALE SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Tenders close at **12H00** on **FRIDAY 18 October 2019**

Duly completed tenders in sealed and stamped envelopes, clearly marked:

"TENDER: WERNER SWANEPOEL" must reach Petrus Johannes Coetzee of PJC Attorneys at Le Roux Street 3, Potchefstroom, hand delivered and signed off, nationwide Courier Services may be used

by no later than **12H00** on **FRIDAY 18 October 2019**

The highest or any tender shall not necessarily be accepted or made known

2. The sale is subject to the approval of the **SELLER**. The **TENDERER**, together with his sureties, if any, shall be bound by his bid until **12H00** on **25 OCTOBER 2019** before the expiry of which time and date the **TENDERER** shall be advised whether the sale is confirmed or not. Should the sale not be confirmed all monies paid by the **TENDERER** or deposited by the **TENDERER** as herein required, shall be immediately refunded to the **TENDERER**, free of interest, unless otherwise agree upon. Confirmation of the sale will be communicated to the **TENDERER** via a communication channel agreed upon. Should the **TENDERER** or his nominee not be

available at the time of conformation, confirmation shall be deemed to have been communicated to the **TENDERER** at the time of acceptance of this offer by the **SELLER**.

3. All offers for a higher purchase price made after the closing time and date of the tender but before acceptance by the **SELLER** will be made to the **AGENT** No offers will be considered by the **SELLER** unless such offers are made to the **AGENT**. **The highest tenderer will have the first right of refusal from date of closure of this tender until date of acceptance.**
4. The **PROPERTY** is sold according to the existing Diagram(s) and Deed(s) of Transfer of the **SELLER** which shall on request, at the time of the sale, be produced. The **SELLER** shall not be liable for any deficiency or difference in extent which may be revealed on re-survey of the **PROPERTY**, nor shall the **SELLER** benefit by any possible surplus. The **PROPERTY** is further sold subject to all conditions of servitude(s), if any, attaching thereto or which are mentioned or referred to in the said Title Deed(s) of the **SELLER**.
5. The **PROPERTY** is sold "voetstoots" as it stands and in the present condition of all buildings, erections or other improvements. The **PROPERTY** is further sold without any express or implied warranty against patent or latent defects or of any other description whatsoever. The **TENDERER** acknowledges and declares that he has carefully inspected the **PROPERTY** and all improvements thereon, both completed and partially completed and that he has knowledge of and is satisfied with the condition of the **PROPERTY**.
6. If the **PROPERTY** was bought by a **REPRESENTATIVE**, upon confirmation of the sale, the **PRINCIPLE** on whose authority this was done will be made known and in the event of the **PRINCIPLE** not being constituted or not ratifying this agreement the **SIGNATORY(S)** to this agreement will be personally liable for the due compliance and fulfillment of all the obligations imposed in terms of this agreement.
7. **CONDITIONS OF PAYMENT**
 - a. a Cash deposit of 10 % (TEN PERCENT) of the purchase price and agent's commission at the rate of 6.5 % (SIX COMMA FIVE PERCENT) on the purchase price upon confirmation of the sale, payable to the **AGENT**.
 - b. The balance upon registration of transfer of the property in the name of the **PURCHASER** for which the **PURCHASER** will be obliged to furnish a bank guarantee acceptable to the **SELLER** within 30 (THIRTY) days after confirmation of the sale, which guarantee will be payable to the **SELLER**, or the nominee for the full balance of the purchase price upon registration of transfer of the property. The **PURCHASER** shall within a reasonable period upon request of the attorneys effecting transfer, pay transfer costs. Transfer of the **PROPERTY** shall be passed by the **SELLER'S** attorneys. The conveyancing attorneys shall not apply any money of the said deposit for transfer costs, but shall be applied as part of the selling price.
 - c. The **PURCHASER** shall pay to the **SELLER** occupational interest on the balance of the purchase price, as mutually agreed between the parties, payable from date of occupation to date of payment of the full purchase price, which occupational interest shall be paid monthly in advance by the **PURCHASER** to the **SELLER** on date of occupation and on the first day of every consecutive

month thereafter (calculated pro-rata for any portion of a month), until the **PURCHASER** has received transfer of the **PROPERTY** into his name.

8. Should the **SELLER** or **PURCHASER** fail to meet their commitments under this agreement and as a result the sale is cancelled, **PJC ATTORNEYS** has the right to such commission from the party responsible for breach of contract. It is hereby recorded that should this sale be cancelled by mutual agreement between the **SELLER** and **PURCHASER** then **PJC ATTORNEYS** will be entitled to the commission under this agreement which will be payable jointly and severally by the **SELLER** and **PURCHASER**.
9. Possession and occupation of the **PROPERTY** shall be given subject to the conditions contained in Clause 10, to the **PURCHASER** on date of registration of the **PROPERTY** in the name of the **PURCHASER**, from which date the **PROPERTY** with all buildings and improvements thereon shall be and remain at the sole risk of the **PURCHASER**, and the profit or loss in respect of the **PROPERTY** shall be to the benefit or detriment of the **PURCHASER**.
10. The **PROPERTY** is sold subject to the rights of the existing tenant(s), if any, and the **PURCHASER** himself will have to arrange with the tenant(s) to vacate the premises from the date of occupation. The **SELLER** shall, however, refund to the **PURCHASER** any rental received by the **SELLER** for any period after date of occupation.
11. The **SELLER** and the **PURCHASER** acknowledges that **PJC ATTORNEYS** is a party to this agreement and declare that **PJC ATTORNEYS** was the effective cause of the sale and the **PURCHASER** confirms that no other agent or agency introduced the **PROPERTY** to the **PURCHASER**.
12. From date of possession and occupation, the **PURCHASER** shall be obliged to insure all buildings on the **PROPERTY** against loss by fire and other perils at his own cost and to cede such policy to the **SELLER** as collateral security until such time as the **PURCHASER** has received transfer of the **PROPERTY** and made payment of the purchase price.
13. The **PURCHASER** will be liable for payment of all rates and taxes and other charges payable or already paid in respect of the **PROPERTY** calculated pro rata from date of possession by the **PURCHASER**. and payment of Transfer Duty in terms of the Transfer Duty Act of 1949 as amended, or VAT (Value Added Tax) on the purchase price, whichever is applicable.
14. The **PURCHASER** will be liable for the payment of the cost of the Land Surveyor pointing out the land and the beacons thereon if required. Payment of the cost of obtaining a certified copy of the Diagram, or Diagrams of the **PROPERTY**, if required.
15. The **SELLER** will be responsible for providing the **PURCHASER** with a certificate issued by a registered Pest Control and a Certificate of Compliance for the electrical installation in accordance with the regulations of the Occupational Health and Safety Act no 85 of 1993 as amended.
16. The **PURCHASER** acknowledges that no warranties or representations were made to the **PURCHASER** with regards to the **PROPERTY** neither by means of

advertisement or otherwise, that the **PROPERTY** was inspected and the **PURCHASER**, is satisfied therewith.

17. The **PURCHASER** and the **SELLER** agrees that this agreement constitutes the only comprehensive agreement between the parties and that no amendment to this agreement will be valid unless it is reduced to writing and signed by both parties.
18. In the event of the property being incorrectly described, then such fault will not be binding on the parties but the description in the **SELLER'S** title deed will prevail and the parties agree to the rectification of this agreement to agree with the intention of the parties. The **SELLER** will not be held liable for any defects, latent, visible or otherwise.
19. Should the **PURCHASER** fail to comply with any of the terms and conditions of this agreement, and remain in default for a period of 7 (seven) days after receipt of written notice, requiring such default to be remedied, the **SELLER** will be entitled, in addition to any other remedies to it at law, to demand specific performance of such terms and conditions or alternatively to claim cancellation of the sale.

In the event of such a cancellation the **PURCHASER** will forfeit the deposit and all payments already made in terms hereof as rouwkoop and liquidated damages and the **SELLER** will be entitled to sell the property to another party. In such an event of cancellation the **PURCHASER** shall not be entitled to demand any compensation in respect of any improvements effected by the **PURCHASER** on the **PROPERTY** or in respect of any buildings or other erections erected by him on the **PROPERTY** and undertakes to vacate the **PROPERTY** within 7 (seven) days of receiving notice from the **SELLER** of such neglect to fulfill any of the conditions as set out in this agreement.

20. All information supplied by **PJC ATTORNEYS** about the property was done on behalf of the **SELLER** and no claims can be launched against **PJC ATTORNEYS** as the agent.
21. Any extension of time, waiver, indulgence or suspension of any of the provisions of this agreement which any party hereto may have given will not affect such a party's other rights in terms of this agreement.
22. The parties agree to the jurisdiction of the Magistrate's Court for the district which may have jurisdiction in terms of Act 32 of 1944 as amended in respect of any claim which might arise from this agreement. For purposes of this agreement, the parties choose domicilium citandi et executandi at the addresses supplied in this agreement.
23. The **SELLER** declares herewith that all legal occupants and or labourers on the **PROPERTY** has been identified to the **PURCHASER** and that no judgement is pending in terms of Chapter 3 of the Land Reform Act (Act 3 of 1996).
24. The **SELLER** and **PURCHASER** agree that the Purchase Price is exclusive of VAT and in the event of VAT being payable on the Purchase Price as a result of the sale, such VAT shall be paid by the **PURCHASER** to the **SELLER'S** Attorneys immediately on demand therefore.
25. Except in so far as herein specifically provided the **PURCHASER** does not accept responsibility for any obligation to the **SELLER** in respect of the **PROPERTY** whether contractual or otherwise as a result of any law, ordinance, regulation or local

by-law and the **SELLER** shall be obliged to fulfil such obligation and make payment of any such amount as may be owing in terms thereof.

26. The **SELLER** declares that the **PROPERTY** as described herein is not subject to any lease agreement usufruct and/or use and that no option and/or right of first refusal has been granted to any person whatsoever and/or exists in respect of the **PROPERTY**.

27. The **SELLER** further declares that he/she has adhered to all relevant with regards to the **PROPERTY** Neither the **PURCHASER** or **PJC ATTORNEYS** will be held responsible regarding any misrepresentation in this regard.

28. 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 legal entities, and vice versa.

29. Other Conditions

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TENDER

I/We the undersigned

NAME:

ID NR: VAT NR.:

ADDRESS:

.....

TEL NR.: FAX NR.:

E-MAIL: CELL .NR.:

hereby offer the amount of R

(.....)

for the purchase of the property as described herein, subject to the foregoing terms and conditions.

SIGNED AT ON THIS DAY OF 20.....

AS WITNESSES

1.

2.

.....

TENDERER / PURCHASER

TENDERER'S SPOUSE

I, the Tenderer's Spouse

NAME:

ID NR: VAT NR.:

ADDRESS:

.....

TEL NR.: FAX NR.:

E-MAIL: CELL .NR.:

hereby grant my permission for the purchase of the property as described herein, subject to the foregoing terms and conditions.

SIGNED AT ON THIS DAY OF 20.....

AS WITNESSES

1.

2.

.....

TENDERER'S SPOUSE

ACCEPTANCE

The herein mentioned Tenderer's tender is hereby accepted and the sale is confirmed by me, the Seller

NAME:

ID NR: VAT NR.:

ADDRESS:

.....

TEL NR.: FAX NR.:

E-MAIL: CELL .NR.:

I appoint as conveyancers to attend to the transfer of the property into the name of the Purchaser

SIGNED AT ON THIS DAY OF 20.....

AS WITNESSES

1.

2.

.....

SELLER

SELLER'S SPOUSE

The sale of the herein mentioned Property is hereby accepted by me, the Seller's Spouse

NAME:

ID NR: VAT NR.:

ADDRESS:

.....

TEL NR.: FAX NR.:

E-MAIL: CELL .NR.:

SIGNED AT ON THIS DAY OF 20.....

AS WITNESSES

1.

2.

.....
SELLER'S SPOUSE

SIGNED AT ON THIS DAY OF 20.....

AS WITNESSES

1.

2.

.....
PJC ATTORNEYS