

± 800M² RESIDENTIAL STAND BETTYS BAY, WESTERN CAPE

ADDRESS:
CRASSULA AVENUE, BETTYS BAY

Insolvent Estate PF & HJ Fouché (Masters reference number: C000535/2024)



ONLINE AUCTION

<u>BIDS OPEN:</u>	TUESDAY, 17 FEBRUARY 2026 AT 08H00
<u>BIDS CLOSE:</u>	WEDNESDAY, 18 FEBRUARY 2026 FROM 11H00
<u>VIEWING:</u>	AT OWN LEISURE

 **CASPER – 082 459 8877**

VISIT: WWW.BIDDERSCHOICE.CO.ZA

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****WE RESERVE THE RIGHT TO AMEND THIS INFORMATION PACK SHOULD ANY OF THE ABOVE-MENTIONED OUTSTANDING INFORMATION BECOMES AVAILABLE.***

TERMS AND CONDITIONS:

- **R50 000 REFUNDABLE REGISTRATION FEE BY WAY OF EFT PAYMENT**
- **PLEASE FORWARD ALL RELEVANT RESOLUTIONS & FICA DOCUMENTS**
- **10% DEPOSIT AND 6% BUYERS COMMISSION (PLUS VAT) IS PAYABLE ON THE FALL OF THE HAMMER**
- **7 DAY CONFIRMATION PERIOD (REFER TO CLAUSE 3 IN THE RULES OF AUCTION)**
- **OUTSTANDING RATES & TAXES - SELLER**
- **COC, GAS, BEETLE & PLUMBING CERTIFICATES - PURCHASER**
- **OCCUPATION AND POSSESSION - ON REGISTRATION OF TRANSFER OF THE PROPERTY**

BANKING DETAILS:

BIDDERS CHOICE (PTY) LTD

BANK: NEDBANK

ACCOUNT: 1030 1200 64

BRANCH CODE: 194 842

REF: *USE YOUR SURNAME/COMPANY NAME*

EMAIL PROOF OF PAYMENT TO: helen@bidderschoice.co.za

BIDDERS CHOICE OFFICE: 0861 44 42 42

1. DISCLAIMER

Whilst all reasonable care has been taken to obtain the correct information, neither Bidders Choice (Pty) Ltd, nor any of its subsidiaries and related companies, nor the Sellers, guarantee the correctness and/or completeness of the information, and none of the aforementioned will be held liable for any damages or loss, of whatsoever nature, suffered by any person as a result of errors or omissions in the information supplied, whether due to the negligence or otherwise of Bidders Choice (Pty) Ltd, its subsidiaries and related companies, the Seller or any other person.

The Purchaser acknowledges that he acquainted himself with whatever he is bidding on at the auction and on an as-is basis.

2. PROPERTY SUMMARY

Registered owner	Individual
Physical Address	Crassula Avenue, Bettys Bay
Legal Description	Erf 5574 Bettys Bay, Hangklip-Kleinmond Municipality, Western Cape Province
Property	Residential
Title Deed Numbers:	T8622/2021
Zoning	Residential
Local Authority	Hangklip-Kleinmond Municipality
Extent:	± 800m ²
Estimated Municipal Rates & Taxes & Monthly Levies	± R215 p/m
Deposit to be paid	10% (Ten Percent) On the fall of the hammer
Buyers Commission	6% (Six Percent) plus VAT on the fall of the hammer
Confirmation period	7 Days
COC	Purchaser
Occupation	On Registration of Transfer
VAT Registered	NO, Normal transfer duty is payable
Refundable Registration Fee	R 50 000

3. RULES OF AUCTION

RULES OF AUCTION

AND

CONDITIONS OF SALE

PLACE OF AUCTION: ONLINE
BIDS WILL OPEN: TUESDAY, 17 FEBRUARY 2026 AT 08H00
BIDS WILL CLOSE: WEDNESDAY, 18 FEBRUARY 2026 FROM 11H00

BIDDERS CHOICE (PTY) LIMITED

Reg: 2012/123036/07

Corner of Atterbury & Jollify Main Road, Mooikloof Office Park West, Building 12, Pretoria

(The “AUCTIONEER”)

Duly instructed by

**THE APPOINTED TRUSTEES OF
INSOLVENT ESTATE PIERRE FRANCOIS FOUCHE & HEILA JOHANNA FOUCHE
(MASTERS REFERENCE NUMBER: C000535/2024)
("The SELLER")**

The **SELLERS** hereby sells to the **PURCHASER** who purchases the following immovable **PROPERTY**:

TITLE DEED DESCRIPTION: Erf 5574 BETTYS BAY, HANGKLIP-KLEINMOND MUNICIPALITY,
WESTERN CAPE
STREET ADDRESS: C/O PORTER DRIVE & CRASSULA AVENUE, BETTYS BAY, WESTERN CAPE
TITLE DEED: T8622/2021
IN EXTENT: ± 800M²
REGISTERED OWNER: PIERRE FRANCOIS FOUCHE & HEILA JOHANNA FOUCHE

Together with all existing lease agreements pertaining thereto and all improvements of a permanent nature thereon (“the **PROPERTY**”) on the following terms and conditions:

1. AUCTION RULES AND PROCEDURE

- 1.1. The property will be sold subject to confirmation.
- 1.2. The seller and the auctioneer have a right to bid on the property, but shall not make a bid equal to or exceeding the reserve price.
- 1.3. The rules of auction comply with section 45 of the Consumer Protection Act, Act 68 of 2008 ("the Act") and with the Consumer Protection Act Regulations ("the Regulations") that have been published in terms thereof in Government Gazette No. 34180 on 1 April 2011 (Volume 550) and any amendments thereto from time to time.
- 1.4. Section 45 subsection (2) of the Act provides that: *"When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction."*
- 1.5. The auction will commence at the published time and will not be delayed to allow any specific person or more persons to take part in the auction.
- 1.6. Registration to bid at the auction:
 - 1.6.1. Anyone that intends to bid at the auction must register his or her identity on the bidder's record **prior to the commencement of the auction** and such registration must meet the requirements of FICA (Financial Intelligence Centre Act, 2001) in respect of the establishment and verification of identity of the person and the person must sign the registration entry.
 - 1.6.2. A person who attends the auction to **bid on behalf of another person (i.e. on behalf of a company)** must produce a letter of authority that expressly authorises him or her to bid on behalf of that person and that person and the person bidding on his or her behalf must meet the requirements set out in clause 1.6.1 above. Where a person is bidding on behalf of a company the letter of authority must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorising him or her to bid on behalf of the company.
- 1.7. The bidder's record and the vendor roll will be made available for inspection at the offices of the auctioneer during normal business hours without the charge of a fee. The bidders' record will also be available for inspection at the auction.
- 1.8. The auctioneer has a trust account. All money due to the seller in terms of the Rules of Auction will be paid into this trust account for the benefit of the seller, minus any commission payable to the auctioneer.
- 1.9. The auctioneer will during the auction announce the reason for the auction unless that reason is the normal and voluntary disposal of property by the seller.

1.10. The total cost of advertising and conducting the auction of the property is **R13 686.00 (Excl. VAT)** which costs are broken down as follows:

- 1.10.1. Advertising costs;
- 1.10.2. Brochure and marketing material;
- 1.10.3. Photography.
- 1.10.4. Boards

1.11. The conduct of the auction is subject to the control of the auctioneer who has the sole right to regulate the bidding procedure.

1.12. The sale shall be by the rise and the property shall be sold to the highest bidder, subject to the Rules of Auction.

1.13. Every prospective bidder must read the Rules of Auction and must not bid unless he or she has done so.

1.14. Every bid shall constitute an offer to purchase the property for the amount bid upon the terms and conditions contained herein, which the seller or the auctioneer may accept or reject in their absolute discretion.

1.15. In the event of any dispute between the bidders, the decision of the auctioneer shall be final and binding.

1.16. Any error by the auctioneer shall be entitled to be corrected by him.

1.17. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for in the Rules of Auction, during which time the offer shall be open for acceptance by the seller or his AUCTIONEER and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the Act.

1.18. The highest bidder ("the purchaser") shall on the fall of the hammer be deemed to have offered to purchase to property for the amount of his or her bid on the terms and conditions contained herein and shall sign the Rules of Auction immediately after the fall of the hammer.

2. **PURCHASE PRICE**

And the purchase price shall be paid as follows:

2.1. A deposit of 10% (TEN PERCENT) of the purchase price to the **AUCTIONEER** by the **PURCHASER** immediately on signature of this agreement, which amount the **PURCHASER** hereby authorises the **AUCTIONEER** to pay over to the **SELLERS ATTORNEY**.

- 2.2. The balance of the Purchase Price shall be paid in cash and secured, to the satisfaction of the **SELLER's** Attorneys, by a written guarantee from a registered financial institution, payable free of exchange, against registration of transfer of the **PROPERTY** into the **PURCHASER's** name. The **PURCHASER** may elect to secure the balance of the Purchase Price by payment in cash to the **SELLER's** Attorneys, who shall hold same in trust, pending registration of transfer into the name of the **PURCHASER**. The aforesaid guarantee shall be presented and/or cash shall be payable by the **PURCHASER** to the **SELLER's** Attorneys within 30 (thirty) calendar days from date of acceptance hereof by the **SELLER**.
- 2.3. If guarantees are not provided as per 2.2 above, then the **PURCHASER** shall become liable for the payment of interest on the balance of the purchase price (being the total purchase price minus the amount of the deposit that has been paid in terms hereof) at the rate of 2% (two per centum) above the Prime Rate, per month, calculated from the due date of the guarantees to the actual date when the guarantees are being provided (both days inclusive). Any such interest shall be payable by the **PURCHASER** to the **SELLER** against registration of transfer, but this provision shall not detract in any manner whatsoever from the **SELLER's** rights to act in terms of the breach of contract provisions contained herein below.
- 2.4. Any payment made by the **PURCHASER** in terms of this Agreement shall be allocated first to the payment of **AUCTIONEER's** Commission when due then interest and thereafter to the payment of any other monies due in terms hereof.

3. ACCEPTANCE AND CONFIRMATION

- 3.1. By signing this Deed of Sale at the end thereof, the **PURCHASER** offers to purchase the **PROPERTY** on the terms and conditions contained herein and the **PURCHASER's** offer shall remain open for acceptance by **THE SELLER** or by the **AUCTIONEER** on behalf of the **SELLER**, until 16H00 on the **10TH DAY OF MARCH 2026** ("14-day confirmation period"). The **PURCHASER** and the **AUCTIONEER** acknowledge and agree that this provision is inserted and intended for the benefit of the **SELLER**.
- 3.2. The **PURCHASER's** offer shall be deemed to have been accepted only when the **SELLER** or the **AUCTIONEER**, whichever may be applicable, has signed this Deed of Sale on behalf of the **SELLER** in the space provided at the end thereof and the **SELLER** shall not be required to notify the **PURCHASER** of the acceptance of its offer prior to expiry of the confirmation period.
- 3.3. Should the **SELLER** reject the **PURCHASER's** offer, the **AUCTIONEER** will repay to the **PURCHASER** any deposit and commission paid to it in terms of this agreement.
- 3.4. The **SELLER** shall notify the **PURCHASER** in writing of either its acceptance or its rejection of the **PURCHASER's** offer immediately upon receipt of written request therefore from the **PURCHASER**, which request shall not be made before the last day of the Confirmation Period.
- 3.5. In the event of the sale requiring the consent of any statutory authority or any court of law, then this sale is subject to the granting of such consent.

4. VALUE-ADDED TAX

- 4.1 The Purchase Price is exclusive of VAT.
- 4.2 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.
- 4.3 In the event of the rate of which VAT is chargeable being amended after the date of signature hereof by the PURCHASER and in circumstances in which the amended rate will apply to this transaction, then the Purchase Price shall be adjusted accordingly, the intention being that the SELLER shall receive and retain the same amount after payment regardless of the rate at which VAT is payable.

5. AUCTIONEER'S COMMISSION

- 5.1. The PURCHASER shall be liable for and pay, in addition to the amounts payable in terms hereof, AUCTIONEER's commission of 6% (SIX PERCENT) Plus VAT of the Purchase Price, which commission shall be deemed to have been earned and is payable immediately upon signature of the sale agreement.
- 5.2. The PURCHASER shall pay the full amount of AUCTIONEER's commission into the trust account of the AUCTIONEER immediately upon the signing of hereof by the PURCHASER, but this amount shall remain the property of the PURCHASER and shall be retained in trust by the AUCTIONEER pending acceptance by the SELLER of the PURCHASER's offer or until the SELLER either rejects the offer or until expiry of the confirmation period.

6. OCCUPATIONAL INTEREST

Should the PURCHASER take occupation of the Property prior to registration of transfer, the PURCHASER shall pay occupational interest to the SELLER calculated at 1% (one percent) of the balance of the Purchase Price per month in advance on the first day of every month, from date of occupation until date of transfer, both days inclusive, payable directly to the SELLER's Attorney (reduced *pro rata* for any period less than a month). If this agreement is cancelled for any reason then the PURCHASER undertakes to immediately restore vacant occupation of the property to the SELLER, it being recorded that no tenancy shall be deemed to have been created hereby.

7. RATES AND TAXES AND LEVIES

- 7.1 The SELLER shall be liable for all rates and taxes, levies and other Municipal charges levied on the PROPERTY for the period prior to occupation and the PURCHASER shall be liable for all rates and taxes, levies and other Municipal charges levied thereafter.
- 7.2 The PURCHASER shall refund to the SELLER a pro rata share of all rates and taxes, levies and services paid in advance by the SELLER for the period after registration of transfer, which refund shall be paid upon registration of transfer.

8. SELLER RESIDENCY AND WITHHOLDING TAX

It is recorded that **the SELLER, AUCTIONEER and PURCHASER** are aware of an obligation on the part of the **PURCHASER** to withhold part of the Purchase Price from the **SELLER**, if he is a non-resident of the Republic of South Africa and pay such withheld portion to the South African Revenue Services (hereinafter referred to as "SARS") in terms of Section 35A of the Income Tax Act, (hereinafter referred to as the "Act") and in that regard:

- 8.1 The **SELLER** warrants that he is / is not a **RESIDENT** of the Republic of South Africa; (delete whichever is not applicable);
- 8.2 The **SELLER** hereby indemnifies and holds harmless both the **AUCTIONEER** and the **SELLER'S** Attorneys attending to the transfer of the **PROPERTY** hereby sold, against any claim howsoever arising by virtue of them having acted in terms of the Act, on information supplied by the **SELLER**, or from any other source and the **SELLER** further waives any right of recourse he may have against the said **SELLER's** Attorneys and/or **AUCTIONEER**, in respect of any action or omission by them in terms of the Act, on information supplied to them by the **SELLER**, or any other source.

9. TRANSFER AND COSTS OF TRANSFER

- 9.1. Transfer shall not be passed to the **PURCHASER**, notwithstanding anything to the contrary herein contained, until such time as the total Purchase Price and all other amounts for which the **PURCHASER** may be liable in terms hereof have been paid and/or payment thereof has been secured as herein provided.
- 9.2. Transfer of the **PROPERTY** shall be passed, by the **SELLER's** Attorneys, as soon as reasonably possible after date of acceptance, providing the **PURCHASER** has complied with the provisions of the aforementioned sub-clause.
- 9.3. The **PURCHASER** hereby specifically authorises and agrees to the **SELLER's** Attorneys preparing and completing from information provided by the **PURCHASER** herein, a transfer duty form required by SARS for the clearance of the **PROPERTY** for transfer; and specifically authorises and agrees to the **SELLER's** Attorneys on behalf of the **PURCHASER** signing and submitting such form to SARS for which preparation, completion, signature and submission this Agreement shall be sufficient authority.
- 9.4. Transfer of the **PROPERTY** shall be effected by the **SELLER's** Attorneys and all expenses of and incidental to the preparation and registration of transfer, the conveyancing fees, transfer duty (if applicable), disbursements and VAT (if applicable), in respect of such transfer, shall be borne by the **PURCHASER** including all expenses and legal costs incidental to the preparation and registration of any mortgage bond to finance the Purchase Price herein, including any disbursement levied by the financial institution approving the finance.

- 9.5. In the event of the **PURCHASER** failing to comply within 7 (seven) days of being requested by the **SELLER's** Attorneys, to furnish them with signed documents or documentation of whatever nature necessary for effecting transfer, or in the event of the registration of transfer being delayed as a consequence of a default on part of the **PURCHASER** (and the widest possible interpretation shall be used in respect of the terms hereof), then *ipso facto* on the 8th (eighth) day after such request, the **PURCHASER** shall pay to the **SELLER** penalty interest, at the rate of 2% (two per centum) above prime, per month calculated on the balance of the purchase price from the said 8th (eighth) day until the date of transfer, (both days inclusive).
- 9.6. The **PURCHASER** acknowledges and accordingly undertakes to comply with all the FICA requirements as set out in **Annexure "1"** annexed hereto within 7 (seven) days from date of acceptance of this Agreement by the **SELLER** and to supply the **SELLER's** Attorneys all information and documentation required by the **SELLER's** Attorneys to enable the **SELLER's** Attorneys to fulfil their obligations in terms of FICA.
- 9.7. This agreement and the sale contemplated herein shall not be subject to the **PURCHASER** obtaining finance to fund the transaction. The **PURCHASER** warrants that he has the financial ability to proceed with this transaction whether or not a bond is going to be applied for or granted.

10. OCCUPATION AND RISK

- 10.1. Possession and Occupation of the **PROPERTY** shall be given by the **SELLER** and taken by the **PURCHASER** on registration of transfer and from this date all risks and benefits of ownership in respect of the **PROPERTY** shall pass to the **PURCHASER**.
- 10.2. Should the **PURCHASER** and the **SELLER** agree (in writing) to an earlier occupation date and therefore prior to transfer of the property into the name of the **PURCHASER**, the **PURCHASER** shall at its own expense insure the **PROPERTY** and improvements thereon for the full replacement value thereof from date of occupation, against risk of loss or damage by any cause with an insurer acceptable to the **SELLER**. The **SELLER's** interest in the **PROPERTY** shall be endorsed against such policy for such period.
- 10.3. Upon the **PURCHASER** taking occupation of the **PROPERTY** and pending transfer, the following further provisions shall apply –
- 10.3.1. the **PURCHASER** shall not sell, let or in any other manner dispose of or part with (whether temporarily or otherwise) the **PROPERTY** or his rights of occupation thereof, except with the written consent of the **SELLER**, which consent shall not be unreasonably withheld;
- 10.3.2. The **PURCHASER** shall be responsible for and pay all costs of electricity and water consumed in the **PROPERTY**.

11. EXISTING TENANCIES

- 11.1. The **SELLER** does not warrant that the **PROPERTY** is currently vacant and gives no undertakings in this regard. It is specifically agreed that it shall be the **PURCHASER's** responsibility, for the **PURCHASER's** own account, to ensure vacant occupation of the **PROPERTY**.

- 11.2 The **PURCHASER** shall be bound by the terms and conditions of all existing leases in respect of the **PROPERTY**, of which he acknowledges he is fully apprised alternatively which he has elected to accept and abide by.

12. REPAIRS AND IMPROVEMENTS

- 12.1. Prior to registration of transfer, the **PURCHASER** shall not be entitled to effect any alterations to the **PROPERTY** without the prior written consent of the **SELLER**.
- 12.2. The **SELLER** shall not be obliged to compensate the **PURCHASER** for any authorised alteration effected in the event of the sale being cancelled.
- 12.3. The **PURCHASER** shall be liable for any damages suffered by the **SELLER** as a result of any alterations effected by the **PURCHASER**, not authorised by the **SELLER**.

13. VOETSTOOTS, EXTENT AND REPRESENTATIONS

- 13.1. The **PROPERTY** is sold “voetstoets” and subject to the terms and conditions and servitudes mentioned or referred to in the current and/or prior Title Deeds and to the conditions of establishment of the Township in which it is situated and to the zoning applied to it under any Town Planning Scheme. The **SELLER** shall not profit by any excess nor shall it be answerable for any deficiency in the extent thereof. Neither the **SELLER** nor the **AUCTIONEER** shall be responsible for pointing out to the **PURCHASER** any surveyor’s pegs or beacons in respect of the **PROPERTY** unless requested do so by the **PURCHASER** or unless the **SELLER** and/or **AUCTIONEER** had knowledge of any material deficiencies in the extent.
- 13.2. The **PURCHASER** acknowledges that he has not been induced into entering into this Agreement by any express or implied information, statement, advertisement or representation made or given any warranties in respect of the **PROPERTY** or anything relating thereto, by the **AUCTIONEER** or any other person, or by or on behalf of the **SELLER** and that is not contained in this Agreement.
- 13.3. The **PURCHASER** acknowledges that he has fully acquainted himself with the **PROPERTY** that he has purchased alternatively that he/she has elected to purchase the **PROPERTY** without fully acquainting him/herself therewith.

14. BREACH

- 14.1. If one of the Parties commits a breach of this Agreement or fails to comply with any of the provisions hereof, then the Aggrieved Party shall be entitled to give the Defaulting Party 7 (seven) days notice in writing to remedy such breach or failure (unless such breach or failure occurs after the transfer documents have been lodged in the Deeds Office for registration, in which case the 7 (seven) day period may, at the election of the Aggrieved Party be reduced to 48 (forty eight) hours). If the defaulting party fails to comply with such notice then the innocent party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which it may have in law, including the right to claim damages:

- 14.1.1. to cancel this Agreement and upon cancellation: -

- 14.1.1.1. if the defaulting party is the **PURCHASER** the **SELLER** shall be entitled to retain all amounts paid by the **PURCHASER**, excluding **AUCTIONEER's** commission, as *rouwkoop* or as a genuine pre-estimate of damage suffered by the **SELLER**, and furthermore the **PURCHASER** shall not be entitled to compensation from the **SELLER** for any improvements of whatsoever nature it may have caused on the **PROPERTY**, whether with or without the **SELLER's** consent; and
- 14.1.1.2. if the defaulting party is the **SELLER** the **PURCHASER** shall be entitled to a full refund of all money paid in terms hereof to the **SELLER** and to the **AUCTIONEER** and to claim any other damages from the **SELLER** that it may have suffered as a result of the **SELLER's** default;

(OR)

- 14.1.2. To claim immediate performance and/or payment of all the defaulting party's obligations in terms hereof.
- 14.2. Upon cancellation of this Agreement for whatever reason, the **PURCHASER** hereby undertakes to forthwith vacate the **PROPERTY** and to procure that the **PROPERTY** shall be vacated by any persons who occupy the **PROPERTY** through the **PURCHASER's** title or by his permission. Occupation shall be re-delivered in the same good condition as at the date of occupation.
- 14.3. Occupation of the **PROPERTY** by the **PURCHASER** or persons on the authority of the **PURCHASER** shall not create a tenancy either in terms of any statutory provision or at common law.

15. LEGAL COSTS

The Defaulting Party shall be liable for all legal costs incurred by the Aggrieved Party, the **AUCTIONEER** and his **AUCTIONEER** / Attorneys in enforcing the terms of this agreement, on an Attorney and own client scale, including collection commission.

16. ADDRESS / DOMICILIUM

- 16.1. The **PURCHASER** and the **SELLER** hereby choose their respective addresses / *domicilium citandi et executandi* for all purposes in respect of this Deed of Sale, including all notices and Court process to be delivered in terms hereof, the address recorded below his signature hereunder. Any notice sent by pre-paid registered post shall be deemed to have been received on the fifth day after posting; any notice delivered by hand shall be deemed to have been received on the day of delivery; any notice sent by telefax or electronically transmitted by email, shall be deemed to have been received on the first business day after date of despatch thereof.

16.2. Notwithstanding anything to the contrary herein contained, any written notice or communication actually received by a Party to this Agreement shall be deemed to be adequate written notice or communication to him notwithstanding that it was not sent or delivered at the chosen address / *domicilium citandi et executandi* or transmitted to such Party's telefax number and/or email address as stipulated herein.

16.3. The terms of "writing" shall include communications by email or facsimile.

16.4. The parties undertake on request to provide the Conveyancing attorney with documentation necessary to comply with FICA (Financial Intelligence Centre Act).

17. JOINT AND SEVERAL LIABILITY

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

18. SECTION 112 AND 115 OF THE COMPANIES ACT

18.1. It is recorded that the **SELLER** and the **PURCHASER** are aware of the provisions of Sections 112 and 115 of the Companies Act 71 of 2008 (as amended) ("Section 112"), namely that if the **SELLER** is a company and if the **PROPERTY** constitutes either all or the greater part of the assets or the undertaking of the **SELLER**, then the directors of the **SELLER** shall not have the power, save by a special resolution of the shareholders of the **SELLER**, to dispose of the **PROPERTY**.

18.2. Accordingly, the **SELLER** warrants that the provisions of Section 112 are / are not (delete as appropriate) applicable to the sale of the **PROPERTY**.

18.3. If Section 112 is applicable to the sale of the **PROPERTY** and if the directors of the **SELLER** have not already been granted the necessary authority in terms of Section 112 to dispose of the **PROPERTY**, then within 45 (forty-five) days of the acceptance date the **SELLER** shall procure that its shareholders pass a special resolution ratifying the sale of the **PROPERTY**.

19. INSOLVENCY ACT NO. 24 OF 1936

The Parties agree that notice of the sale of the property, pursuant to this Agreement, will not be published by the **SELLER** and the **SELLER** indemnifies the **PURCHASER** against any claims which may be made arising from the said sale not being advertised. The **SELLER** warrants the **PURCHASER** that if any proceedings of any kind referred to in SECTION 34 of the Insolvency Act No. 24 of 1936, are instituted prior to the date of transfer, it will immediately pay all amounts due by the entity that has instituted such proceedings. The **SELLER** furthermore indemnifies and holds the **PURCHASER** harmless against any losses or damages that the **PURCHASER** may suffer by reason of such proceedings being instituted.

20. 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:

- 20.1. the aforesaid notice shall be handed to the **SELLER** by not later than 24h00 on the same day as the acceptance date by the **SELLER**;
- 20.2. the notice shall set out the name and address of the nominee so nominated as **PURCHASER**;
- 20.3. the notice shall be accompanied by the nominee's written acknowledgement:
 - 20.3.1. that it is fully aware of all the terms and conditions of this Deed of Sale as if fully set out in such written acknowledgement; and
 - 20.3.2. that it is bound by the provisions of this Deed of Sale as the **PURCHASER**;
- 20.4. should the **PURCHASER** nominate a nominee in terms of this clause, then:
 - 20.4.1. all reference to the **PURCHASER** in this agreement shall be deemed to be a reference to its nominee; and
 - 20.4.2. 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 the benefits of division and *excussion*.

21. COMPANY TO BE FORMED

- 21.1. In the event of the **PURCHASER** signing this agreement in his capacity as AGENT for a company to be formed and the **PURCHASER** fails within 20 (twenty) days from date of acceptance and confirmation of this agreement to register such company having as one of its objects the ratification and adoption of this agreement, or such company fails to adopt or ratify this agreement within 15 (fifteen) days after date of its incorporation, then in such an 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.
- 21.2. In the event of such company 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 solidum* with such company for the due performance by it as **PURCHASER** of the terms, conditions and obligations arising out of this agreement.

22. COMPANIES, CLOSE CORPORATIONS, ASSOCIATIONS OR TRUSTS

- 22.1. Should the PURCHASER be a company, close corporation, association or trust, the person signing this agreement on behalf of such PURCHASER, by his signature hereto interposes and binds himself as surety for and co-principal debtor with the PURCHASER for the due and proper discharge of all its obligations arising from this agreement.
- 22.2. If any individual person to be representing another person including a company, close corporation, association or trust, and signs this Deed of Sale on that basis, that individual shall by signing this agreement on behalf of such other person be held personally liable for the due and proper discharge of all the PURCHASER's obligations in terms of this Deed of Sale and that individual shall be deemed to be the PURCHASER where such other person does not exist at the time of signing this Deed of Sale by that individual. This provision does not apply to instances contemplated in clause 19.

23. ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE

The PURCHASER hereby undertakes to furnish the SELLER's Attorneys, prior to transfer by the SELLER, with a Certificate of Compliance in respect of the PROPERTY and any electric fence (if applicable), in terms of the Electrical Installation Regulations of 2009 under the Occupational Health and Safety Act (Act No. 85 of 1993, as amended), issued by an electrical contractor who is registered in terms of the Regulations. All costs incurred in obtaining such a certificate, including costs of any repairs or replacements required in order for the certificate to be issued, shall be borne by the PURCHASER.

24. GAS INSTALLATIONS

If required, the PURCHASER shall at his expense, obtain a Certificate of Conformity from an authorised person, or an approved inspection authority in respect of the gas installations on the property, in accordance with the provisions of the Occupational Health and Safety Act No. 85 of 1993 and the regulations promulgated there under (as amended from time to time) prior to the registration of transfer.

25. BEETLE CERTIFICATE

If required, the PURCHASER undertakes, prior to the Transfer Date, at its expense to have the accessible timber of the Property inspected by a Government approved Beetle Contractor and to replace any timber reported to be infested with oxypleuris nodieri and/or hylotrupes bajulus with pre-treated timber, and thereafter to provide to the Purchaser, a normal beetle-free inspection certificate.

26. PLUMBING

If required by law, the **PURCHASER** shall at his own cost prior to transfer, submit a Certificate from an accredited plumber to the City of Cape Town Municipality, certifying that the water supply to the property conforms with the requirements stipulated in Section 14 of the City of Cape Town: Water By Law 2010, including but not necessarily limited to confirmation that:

- 26.1. the water installation conforms to the National Building Regulations and the said By-law;
- 26.2. there are no defects which can cause water to run to waste;
- 26.3. the water meter registers; and
- 26.4. there is no discharge or storm water into the sewer system.

27. DISPUTE RESOLUTION: MEDIATION THEN ARBITRATION

- 27.1. Should any dispute, disagreement or claim arise between the parties, which includes the **AUCTIONEER**, ("**the dispute**") concerning this agreement then the parties shall, notwithstanding anything to the contrary contained herein, have the right, but not be obliged, to:
 - 27.1.1. submit the dispute to mediation to be administered by the Arbitration Foundation of Southern Africa ("**AFSA**"), upon such terms as agreed between the parties and the secretariat of AFSA; and
 - 27.1.2. Failing agreement as aforesaid within 7 (seven) days of the dispute being submitted to mediation, the parties shall refer the dispute to arbitration as provided below.
- 27.2. Failing agreement as referred to above, the dispute shall be submitted to arbitration for final resolution in accordance with the rules of the AFSA by an Arbitrator or Arbitrators appointed by the AFSA.
- 27.3. Unless otherwise agreed in writing by all the parties, any such mediation or arbitration shall be held in Pretoria, South Africa.
- 27.4. The decision of the arbitrator shall be final and binding on the parties to the dispute and may be made an order of the court at the instance of any of the parties to the dispute. The parties hereby exclude all rights of appeal, which might otherwise be conferred upon them by law.
- 27.5. The parties agree to keep the arbitration (including the subject matter of the arbitration and the evidence heard during the arbitration) confidential and not to disclose it to anyone except for purposes of obtaining an order of court as contemplated herein.
- 27.6. The provisions herein constitute an irrevocable consent by each party to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions if invoked by the other. Such provisions are further severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.

28. MAGISTRATES' COURT JURISDICTION

The Parties hereto consent to the jurisdiction of the Magistrates' Court in terms of Section 45 read with Section 28 of the Magistrates' Court Act of 1944 as amended. Notwithstanding the aforementioned, this shall not preclude either Party from approaching the High Court of South Africa for any relief sought. This Agreement shall further be governed in terms of the law of the Republic of South Africa.

29. GENERAL CLAUSES

- 29.1. This Deed 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.
- 29.2. 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 all Parties.
- 29.3. No variation or alteration or cancellation of this Deed of Sale or any of the terms hereof, shall be of any force or effect, unless in writing and signed by the Parties hereto.
- 29.4. 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 bodies corporate, and *vice versa*.
- 29.5. The Parties signing this document confirm that they have read and understood all of the terms and conditions contained herein and agree that they are bound hereto.
- 29.6. The **SELLER** and the **PURCHASER** warrant that they are duly authorised to sign this Deed of Sale.
- 29.7. In the event that the property sold in terms hereof forms part of a sectional scheme or Homeowners Association, then the **PURCHASER** acknowledges that the owner and the property are subject to the rules and regulations of the Body Corporate or Homeowners Association, which have been promulgated. The **PURCHASER** warrants he has read and familiarised himself with the applicable rules and regulations and undertakes to sign all documents and do all things necessary in order for him to become and remain a member of the Body Corporate or the Homeowners Association for as long as he is the owner of the section purchased in terms of this agreement. Where relevant it is recorded that the developer has secured and reserved for himself a real right of extension in respect of the property and that the **PURCHASER** purchases this property accepting the developer's real right of extension.

30. **CONDITION OF THE PROPERTY**

The **SELLER** discloses to the **PURCHASER** that the property is not new, forms part of an Insolvent Estate and is sold on an "as is" condition. The **PURCHASER** acknowledges the aforesaid condition of the property and accepts the **PROPERTY** in that condition. Accordingly, the **PURCHASER** shall have no claim against the **SELLER** in respect of the condition of the property, which conditions may include, without limitation that the property is not suitable for the purpose for which it is generally intended or that the property is not of good quality, in good working order and / or free of any defects.

CONSUMER PROTECTION ACT

In the event that this agreement is subject to the provisions of the Consumer Protection Act 68 of 2008, then in such event the **SELLER** and the **PURCHASER** hereby incorporate by agreement those provisions of the Act that are applicable to this transaction.

In particular and notwithstanding anything to the contrary hereinbefore contained:

The notice for any breach by the **PURCHASER** shall be 20 working days.

The cooling off provisions contained in section 16 of the Act shall apply only if this transaction arose as a result of direct marketing.

THE PROPERTY WAS PUT UP FOR SALE BY PUBLIC AUCTION ON THE 17TH – 18TH DAY OF FEBRUARY 2026,

And sold by the rise for the amount of R _____

(words) _____

(PLUS VALUE ADDED TAX IF APPLICABLE)

COMPANY/ CLOSE CORPORATION/ TRUST/ OTHER _____

(hereinafter referred to as the "PURCHASER")

ENTITY REGISTRATION NO.: _____

ENTITY ADDRESS: _____

TELEPHONE DETAILS: (landline) _____

(Fax) _____

(Email) _____

(Cell) _____

TO:

MR/MRS/MS _____

(hereinafter referred to as the "PURCHASER")

IDENTITY NO.: _____

ADDRESS: _____

TELEPHONE DETAILS: (home) _____

(Work) _____

(Fax) _____

(Email) _____

(Cell) _____

MARITAL STATUS _____ (In/Out of Community of PROPERTY)

SPOUSE'S NAME _____

SPOUSE'S ID NO _____

I, THE PURCHASER, HEREBY CONFIRM THAT THE FULL EXTENT OF MY OBLIGATIONS AND RIGHTS HEREIN HAVE BEEN EXPLAINED TO ME AND THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO MAKE THE NECESSARY ENQUIRIES IN RESPECT OF THE PROPERTY AND ALL MATERIAL ASPECTS RELATED TO THIS PROPERTY AND SALE AND THAT I UNDERSTAND THE EFFECT OF THIS AGREEMENT.

SIGNED BY THE PURCHASER AT _____ ON THE ____ DAY OF _____

AS WITNESS:

1. _____

PURCHASER (and where applicable, the signatory binding himself as surety and co-principal debtor *in solidum*)

AS WITNESS:

1. _____

BIDDERS' CHOICE (PTY) LTD duly authorised (Bidders' Choice hereby accepts all the rights conferred upon it in terms of this Agreement)

Bidders Choice hereby warrants the validity of its Fidelity Fund Certificate as at the date of signature of this Agreement.

ACCEPTANCE AND CONFIRMATION

SIGNED BY THE SELLER AT _____ ON THE ____ DAY OF _____

AS WITNESS:

1. _____

SELLER (and where applicable the

SELLER is duly authorised)

SELLER'S ADDRESS:

DEED OF SURETYSHIP

I / We the undersigned, _____

ID 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** and the **AUCTIONEER** for all the obligations of the **PURCHASER** under this agreement 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 accept *domicilium et executandi* at the address hereinafter set out.

THUS DONE AND SIGNED at _____ this _____ day of _____

AS WITNESSES:

1. _____

SURETY

2. _____

SELLER

BIDDERS' CHOICE (PTY) LTD duly authorised

SURETY ADDRESS: _____

Tel No: _____

INFORMATION FOR CONVEYANCER AND ADMINISTRATION

PURCHASER SPOUSE / CO-PURCHASER

SURNAME _____

FIRST NAMES _____

MARITAL STATUS _____

(State whether Unmarried, Married in Community of PROPERTY, Married by Antenuptial Contract, Married in a country other than South Africa)

DATE OF MARRIAGE _____

COUNTRY OF MARRIAGE _____

IDENTITY NUMBER _____

TELEPHONE NUMBER (H) _____

(W) _____

(FAX) _____

(CELL) _____

EMAIL ADDRESS _____

POSTAL ADDRESS _____

FUTURE ADDRESS _____

INCOME TAX NUMBERS _____

ANNEXURE 1
BIDDERS CHOICE (PTY) LTD
FINANCIAL INTELLIGENCE CENTRE ACT (FICA), 2001

PURCHASER PROFILE

FICA REQUIREMENTS: Natural Persons

1. South African identity document / Foreigner passport;
2. Utility bill addressed to your residential address less than 3 months (accounts for mobile phones are not acceptable);
3. South African Income Tax reference number.
4. Confirmation marital status, i.e. ANC or COP

If Married

5. Marriage certificate –
Community of property – Copy of spouses ID
Ante nuptial Contract – Copy of contract
6. Page 1 (and page 2 if necessary) reflecting the registered number and names of both parties, if your marriage is governed by the Laws of another country/state
8. Name of the country/state governing your marriage, i.e. the country where the Buyer was living at the time of the marriage with the intention of staying there permanently.

FICA REQUIREMENTS: Entities

- Person acting on behalf of the Entity must comply with paragraphs 1 to 4 above.
- All directors / members / trustees must also comply with paragraphs 1 to 4 above

with the following attached:

Companies:

1. CM1.
2. CM22.

Close Corporations:

1. CK1;
2. and, if applicable, CK2.

Trusts:

1. Letters of Authority / Master's Certificate;
2. Trust Deed and all amendments thereto.
3. Resolution to approve the purchase (and loan application, if applicable) taken before the Agreement of Sale was signed. (The only exception is where it is a cash transaction and all the Trustees have signed the Agreement of Sale.)

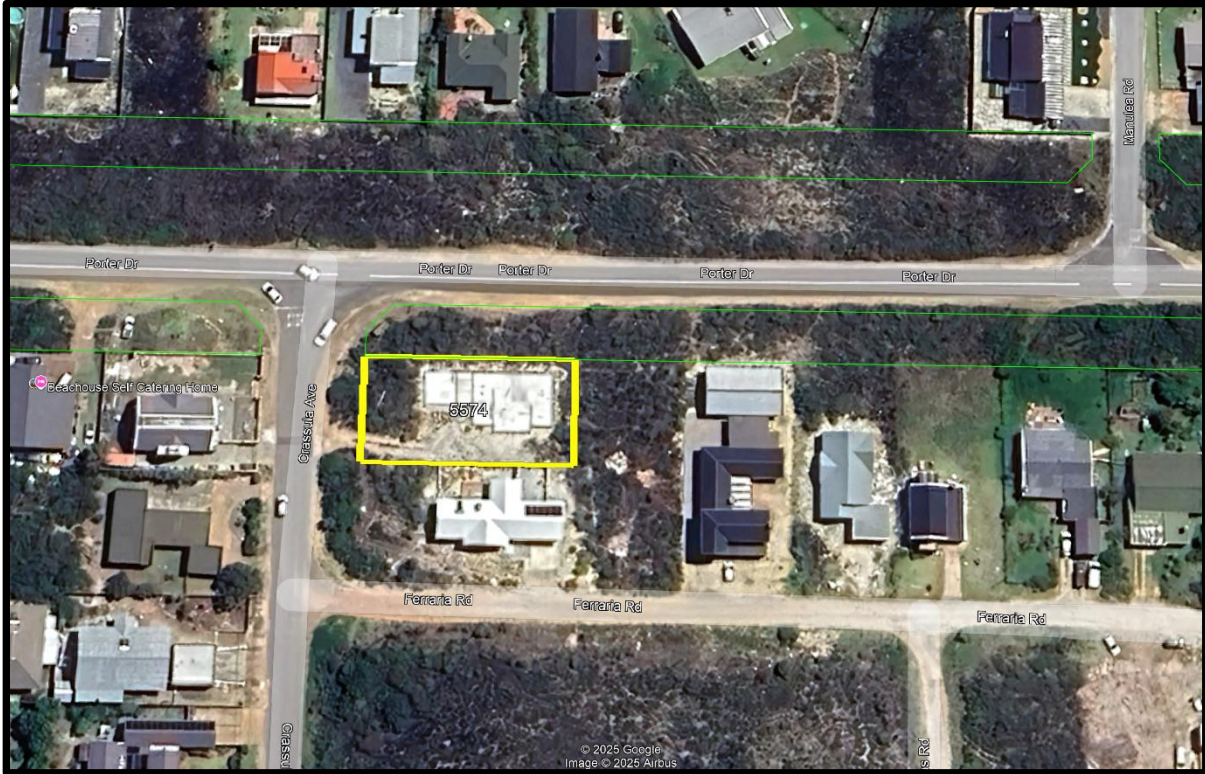
- Detailed FICA requirements for Entities or other, if applicable, will be supplied to such Purchasers, in due course.

4. PROPERTY DESCRIPTION

- ERF EXTENT: $\pm 800\text{M}^2$
- Partially developed
 - *Only improvement is the foundation for a house*



5. PROPERTY IMAGES



DISCLAIMER: Whilst all reasonable care has been taken to obtain the correct information, neither Bidders Choice (Pty) Ltd, nor any of its subsidiaries and related companies, not the Sellers, guarantee the correctness of the information, and none of the aforementioned will be held liable for any direct damages or loss, of whatsoever nature, suffered by any person as a result of errors or omissions in the information supplied, whether due to the negligence or otherwise of Bidders Choice (Pty) Ltd, its subsidiaries and related companies, the Seller or any other person.

6. AERIAL MAP & LOCALITY

Address: Crassula Avenue, Bettys Bay



DISCLAIMER: Whilst all reasonable care has been taken to obtain the correct information, neither Bidders Choice (Pty) Ltd, nor any of its subsidiaries and related companies, not the Sellers, guarantee the correctness of the information, and none of the aforementioned will be held liable for any direct damages or loss, of whatsoever nature, suffered by any person as a result of errors or omissions in the information supplied, whether due to the negligence or otherwise of Bidders Choice (Pty) Ltd, its subsidiaries and related companies, the Seller or any other person.

[illegible]

7

LINDSAY & WATERS
15 RAATS DRIVE
PARKLANDS
TABLE VIEW
7441

Prepared by me



CONVEYANCER
CHARMAINE YVONNE LINDSAY (79413)

Deeds Office Registration fees as per Act 47 of 1937		
	Amount	Office Fee
Purchase Price	R	
Reason for exemption	Category Exemption	Exemption / i.e. SecReg AppProc



T 000008622 / 2021

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

MAURITZ RYK HENDRIK BRIERS (78625)

appeared before me, REGISTRAR OF DEEDS at CAPE TOWN, the said appearer being duly authorised thereto by a Power of Attorney granted to him/her by



Lexis® Convey 17.2.18.14

JAMES ERNEST MICHEL
Identity Number
and
ANNA NIKOLOVA MICHEL
Identity Number
Married in community of property to each other

(Therein represented by ALBENA YORDANOVA WILLUWEIT in terms of a
General Power of Attorney granted to her at Georgia on 8th January
2016)(PA 157/2016)

which said Power of Attorney was signed at TABLE VIEW ON 18 JANUARY 2021

And the appearer declared that his/her said principal had, on 22 December 2020, truly
and legally sold by Private Treaty, and that he/she, the said Appearer, in his/her
capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf
of:

PIERRE FRANCOIS FOUCHE
Identity Number
and
HEILA JOHANNA FOUCHE
Identity Number
Married in community of property to each other

their Heirs, Executors, Administrators or Assigns, in full and free property

ERF 5574 BETTYS BAY, IN THE OVERSTRAND MUNICIPALITY, CALEDON
DIVISION, WESTERN CAPE PROVINCE

IN EXTENT 800 (EIGHT HUNDRED) Square metres

AS WILL APPEAR from General Plan No. 1381/2008 and held by Deed of
Transfer Number T126471/2004

- A. SUBJECT to the conditions referred to in Deed of Transfer No. T25397/1974.
- B. SUBJECT FURTHER to the following conditions contained in Deed of Transfer
No. 25397/1974 imposed by the Administrator of the Province of the Cape of
Good Hope when approving of the said Township in terms of Ordinance 33 of
1934 as amended:-
1. Any words and expressions used in the following conditions shall have
the same meaning as may have been assigned to them by the
regulations published under Provincial Notice No. 623 dated 14 August
1970.

2. In the event of a Town Planning Scheme or any portion thereof applying or being made applicable to this erf, any provisions thereof which are more restrictive than any conditions of title applicable to this erf, shall take precedence. Furthermore, nothing in these conditions shall be construed as overriding the provisions of Section 146 of Ordinance No. 15 of 1952, as amended.
3. The owner of this erf shall, without compensation, be obliged to allow electricity cables and/or wires and main and/or other water pipes and sewage and drainage, including storm water of any other erf or even inside or outside this township, to be conveyed across this erf, if deemed necessary by the local authority and in such manner and position as may from time to time be reasonably required. This shall include the right of access to the erf at any reasonable time for the purpose of constructing, altering, removing or inspecting any works connected with the above.
4. The owner of this erf shall be obliged, without compensation, to receive the material or permit such excavation on the erf, as may be required to allow use of the full width of the street, and provide a safe and proper slope to its bank owing to difference between the levels of the street as finally constructed and the erf, unless he elects to build retaining walls to the satisfaction of and within a period to be determined by the local authority.
5. No building on this erf shall be used or converted to use for any purpose other than that permitted in terms of these conditions.

C.

WHEREFORE the said Appearer, renouncing all rights and title which the said

JAMES ERNEST MICHEL and ANNA NIKOLOVA MICHEL, Married as aforesaid

heretofore had to the premises, did in consequence also acknowledge them to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

PIERRE FRANCOIS FOUCHE and HEILA JOHANNA FOUCHE, Married as aforesaid

their Heirs, Executors, Administrators or Assigns, now are and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights and finally acknowledging the purchase price to be the sum of

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at CAPE TOWN on 24 February 2021.

q.q.

In my presence



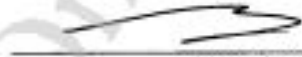
REGISTRAR OF DEEDS

7

LINDSAY & WATERS
15 RAATS DRIVE
PARKLANDS
TABLE VIEW
7441



Prepared by me


CONVEYANCER
CHARMAINE YVONNE LINDSAY (79413)

POWER OF ATTORNEY TO PASS TRANSFER

We, the undersigned

JAMES ERNEST MICHEL

Identity Number

and

ANNA NIKOLOVA MICHEL

Identity Number

Married in community of property to each other

(Herein represented by ALBENA YORDANOVA WILLUWEIT in terms of
a General Power of Attorney granted to her at Georgia on 8th January
2016)(PA 157/2016)

do hereby nominate and appoint CHARMAINE YVONNE LINDSAY (79413) or
PATRICIA MARY BARWISE or PAMELA MARY WATERS or LINDA ANNE BIRCH
or MAURITZ RYK HENDRIK BRIERS (78625) or LOUIS PAUL VAN SCHALKWYK

with power of substitution to be our true and lawful Attorney and Agent in our name,
place and stead to appear at the Office of the REGISTRAR OF DEEDS at CAPE
TOWN or any other competent official in the Republic of South Africa and then and
there to act as our Attorney and Agent and to pass transfer to:

PIERRE FRANCOIS FOUCHE

Identity Number

and

HEILA JOHANNA FOUCHE

Identity Number

Married in community of property to each other

the property described as:

ERF 5574 BETTYS BAY, IN THE OVERSTRAND MUNICIPALITY,
CALEDON DIVISION, WESTERN CAPE PROVINCE

IN EXTENT 800 (EIGHT HUNDRED) Square metres

HELD BY Deed of Transfer Number T126471/2004


Lestré Convey 17.2.18.14

A.W.

A.W.

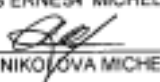
the said property having been sold by us on 22 December 2020, to the said transferee/s for the sum of |

and further cede and transfer the said property in full and free property to the said Transferee; to renounce all right, title and interest which the Transferor heretofore had in and to the said property, and generally, for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, to all intents and purposes, as the Transferor might or could do if personally present and acting therein; hereby ratifying, allowing and confirming all and whatsoever the said Agent/s shall lawfully do or cause to be done in the premises by virtue of these presents.

Signed at Table View on 18 January 2021
in the presence of the undersigned witnesses.

AS WITNESSES:

1.  
JAMES ERNEST MICHEL

2.  
ANNA NIKOLOVA MICHEL



Transfer Duty Declaration

TDREP

Reference Details

Transfer Duty Reference Number: TDE040SA3F

Details

Details of Seller / Transferor / Time Share Company

Surname / Registered Name
ID Number
Company / CC / Trust Reg No.
Marital Status if applicable
Spouse ID Number

Full Name
Date of Birth (CCYYMMDD)
Marital Status
Spouse Initials
Spouse Passport Number

Details of Seller / Transferor / Time Share Company

Surname / Registered Name
ID Number
Company / CC / Trust Reg No.
Marital Status if applicable
Spouse ID Number

Full Name
Date of Birth (CCYYMMDD)
Marital Status
Spouse Initials
Spouse Passport Number

Details of Purchaser / Transferee

Full Name
Date of Birth (CCYYMMDD)
Company / CC / Trust Reg No.
Marital Status
Spouse ID Number

Surname / Registered Name
ID Number
Marital Status if applicable
Spouse Initials
Spouse Passport Number

Details of Purchaser / Transferee

Full Name
Date of Birth (CCYYMMDD)
Company / CC / Trust Reg No.
Marital Status
Spouse ID Number

Surname / Registered Name
ID Number
Marital Status if applicable
Spouse Initials
Spouse Passport Number

Details of the Property

Date of Transaction Registration (CCYYMMDD)
Total Fair Value

Total Consideration

Calculation of Duty and Penalty / Interest

Transfer Duty Payable on Netted Amount

Property Description

1. 87P 35TH BETTYS BAY, IN THE OVERSTRAID MUNICIPALITY, CALEDON DIVISION, WESTERN CAPE PROVINCE IN EXTENT 800 (EIGHT HUNDRED) Square metres

Receipt

Receipt Details

Transfer Duty Reference Number
Receipt Amount

Receipt No.

Declaration by Conveyancer / Attorney

I certify that this is a true copy of the transfer duty declaration / receipt / exemption certificate drawn from the SARS eFiling site, which will be retained by me for 5 years from the date of registration of transfer.

CHARMINE YVONNE LINDSAY

Date (CCYYMMDD) 20210210



OVERSTRAND LOCAL MUNICIPALITY

CERTIFICATE IN TERMS OF SECTION 118 OF THE LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT, 2000 (ACT No. 32 OF 2000)
(AS PRESCRIBED IN TERMS OF SECTION 118 OF ACT No. 32 OF 2000)

ISSUED BY OVERSTRAND LOCAL MUNICIPALITY

In terms of section 118 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), it is hereby certified that all amounts that became due to Overstrand Local Municipality in connection with the undermentioned property situated within that municipality for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties during the two years preceding the date of application for this certificate, have been fully paid.

DESCRIPTION OF PROPERTY (see definition of property in section 1 of Act 32 of 2000)

21 Digit Code (or Municipal Reference Number): CHARMATHE
Seven: 5574
Portion: 0
Extension: BETTIE DAT
Toning:
Registration division / Administrative District:
Suburb:
Town:
Sectional Title unit number:
Exclusive use area and number as referred to on the registered plan:
Real right:
Scheme registration number:
Sectional Title Scheme Name:
Registered owner: JAMES ERNEST MICHEL (5103295158189)
ANNA WERDLOUW MICHEL (5208290729189)
Name and Identity/ Registration Number of all purchaser/s: PIERRE FRANCOIS FOUCHE (6211265173085)
HEILA JOHANNA FOUCHE (6535019874088)

This Certificate is valid until: 10/03/2021
Given under my hand at HERMANUS on 29/01/2021

Digitally signed by Overstrand Municipality
Signer: Charmaine Erasmus
Sign date: 29/01/2021 08:00:22.883 AM
Expiration date: 15/06/2025 11:57:50 AM

MUNICIPAL MANAGER
Overstrand Local Municipality

Date issued: 29/01/2021

Authorised Officer: CHARMATHE ERASMUS

CHARMATHE YVONNE LINDSAY

Certificate By Conveyancer:
I (full name and surname) hereby certify that this is a print-out of a data message in respect of the original electronic certificate electronically issued by the Overstrand Local Municipality.

Conveyancer

Date

10/2/2021

21 Digit Code (or Municipal Reference Number): CHARMATHE
Certificate number: 11756310

Page 1 of 1

PROD DEEDS REGISTRATION SYSTEM - CAPE TOWN
PREPARED BY : DRG00050 - VANHEIJL LAMAZE

DATE : 20210211 TIME : 11:41:29.3 PAGE : 1

TRACK NUMBER : 00007564026

BLACK-BOOKING ENCLAVE ON NAME - MICHEL JAMES ERNST
ED NUMBER - 518529
BIRTH DATE - 20050020
MARITAL STATUS - UNMARRIED 20
MAGNIFY NAME -
TYPE OF PERSON - PRIVATE PERSON

PERSON NAME AND ID

MICHEL JAMES ERNST

CONTRACTS/INTERESTS

NOTED ON SCALING REF

518529

19157/2016

20050020-20050021/2007

** PLEASE NOTE : THE INFORMATION APPEARING ON THIS PRINTOUT IS PLACED FOR PURPOSES OF INFORMATION ONLY
FOR MORE DETAILED INFORMATION, PLEASE REFER TO THE REGISTERED SOURCE DOCUMENTS

*** END OF REPORT ***



PROD DEEDS REGISTRATION SYSTEM - CAPE TOWN
PREPARED BY : DRS08056 - WUYELWA LAPATZ

DATE : 2021/02/11 TIME : 11:40:37.8 PAGE : 1

TRACK NUMBER : 00007564386

BLACK-BOOKING INDUSTRY ON NAME - MICHEL ANNA NENDELOU
ID NUMBER - 5200296725189
BIRTH DATE - 1952/06/29
MARRITAL STATUS - MARRIED IN
NATURAL NAME -
TYPE OF PERSON - PRIVATE PERSON

PERSON NAME AND ID

CONTRACTS/INTROJECTS

NOTED/ON SCAN/MOVED REF

MICHEL ANNA NENDELOU

5200296725189

1952/06/29

2016/02/16 2016/05/21/15347

** PLEASE NOTE : THE INFORMATION APPEARING ON THIS PRINTOUT IS FURNISHED FOR PURPOSES OF INFORMATION ONLY.
FOR MORE DETAILED INFORMATION, PLEASE REFER TO THE REGISTERED SOURCE DOCUMENTS.

*** END OF REPORT ***

IK E: /XARRA /IK E

6

DEEDS REGISTRATION SYSTEM - CAPE TOWN
 PREPARED BY : DISABER - VUYELWA LAMAZI

DATE : 20210211 TIME : 11:44:53.6 PAGE : 1

PROPERTY DETAILS (PRINT FOR PORTION 0)
 REF NO 4035
 TOWNSHIP BETTYS BAY
 REG DEV CALIBDI 110

PROVINCE WESTERN CAPE
 PREY DESCRIPTION TRPLOT
 DIAGRAM DEED NO 125397/2014
 EXTENT 1000000
 CLEARANCE HAROLD-KLEINHOOP MUNICIPALITY

FORM NO 1-999
 FORM NO 1-999
 FILE NO 1 PREP
 FEE AMOUNT: R .00

NO INTERDICTS

DOCUMENTS
 GENERAL PLAN TO
 HOLDER REF-5074-5577, G.P. 1381/2008

OWNER DETAILS

FULL NAME & SHARE	PURCH DATE	AMOUNT/REASON	O.P./A-IDENTITY	DATE OF BIRTH	TITLE DEED	MEMO	SCAN/MEMO REF
MICHEL ANNA NINDOLWA	2004/04/02	KONKORR 10	510329	12/08/79	T126471/2004	1221	200804075005
MICHEL JAMES ERNEST	2004/04/02	KONKORR 90	510329	11/01/79	T126471/2004	1221	200804075005

* O.P./A - O - MULTIPLE OWNER P - MULTIPLE PROPERTY A - MULTIPLE OWNER AND PROPERTY

** PLEASE NOTE : THE INFORMATION APPEARING ON THIS PRINTOUT IS FURNISHED FOR PURPOSES OF INFORMATION ONLY.
 FOR MORE DETAILED INFORMATION, PLEASE REFER TO THE REGISTERED SOURCE DOCUMENTS.

... END OF REPORT ...

IKE E: /XABRA /IKE

PROD DEEDS REGISTRATION SYSTEM - CAPE TOWN
PREPARED BY : 05508850 - MUYELWA LAPANE

DATE : 2023/02/13 TIME : 11:41:34 PAGE : 1

TRACK NUMBER : 80067564108

PROPERTY DETAILS: FRONT POR PORTION 0
IRV NO 5574
TOWNSHIP BETTYS BAY
REG DEV CALEXON RD.

PROVINCE WESTERN CAPE
PREV DESCRIPTION DU 1000/900
EXTENT 1000 SQM
CLEARANCE HANGELIP-HELEMOND-MUNICIPALITY
DD PLAN NUMBER 1381/2008

ORIGIN REASON ORIGIN PROPERTY
GENERAL PLAN FROM BETTYS BAY, 4835 Y 0

(NO) INTERDICTS
(NO) DOCUMENTS

OWNER DETAILS

FULL NAME & SHARE
MICHEL ANNA HENDOLWA
MICHEL JAMES ERNEST

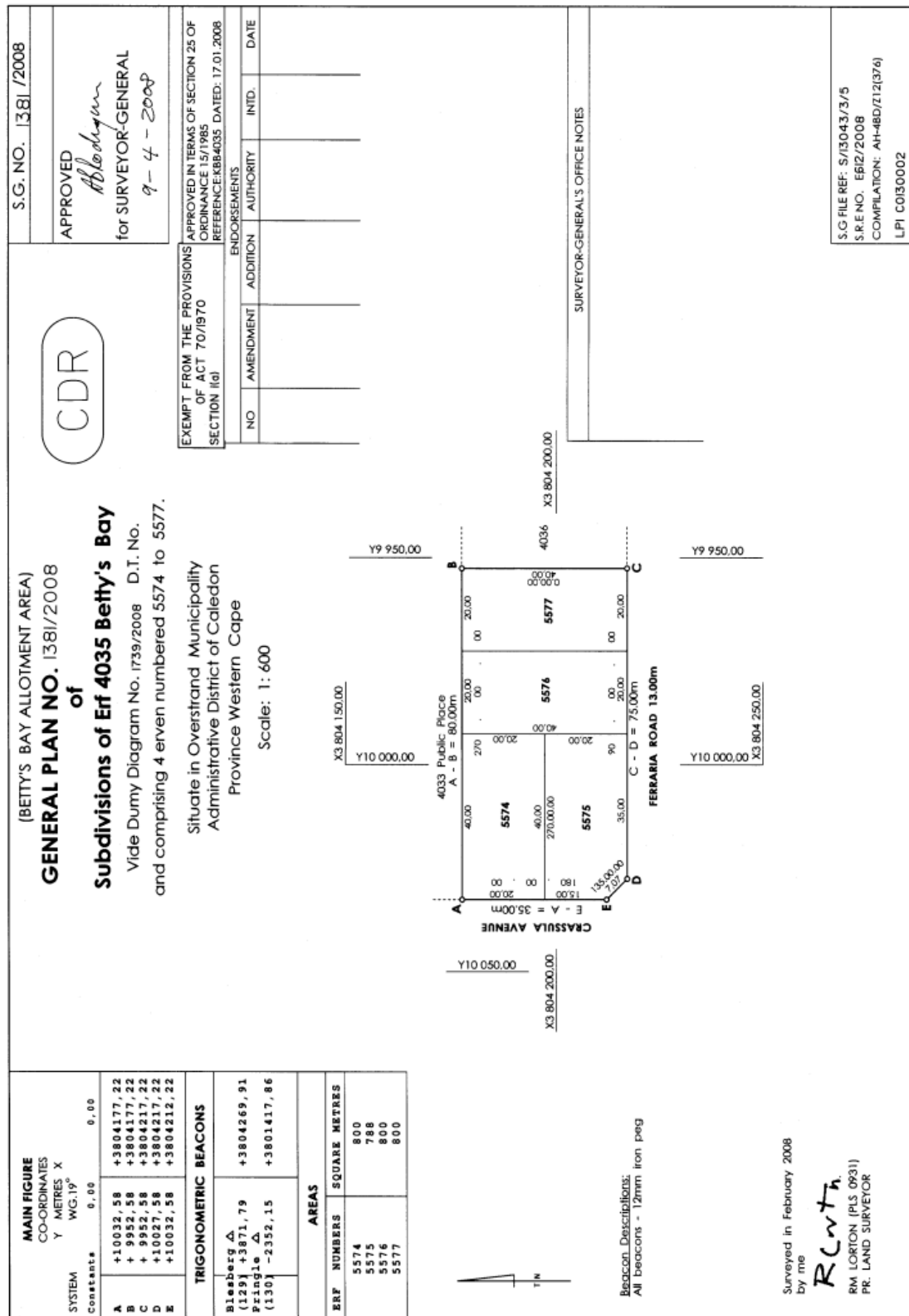
PURCH DATE: 11/26/47/2004
PURCH REASON: O/V/W IDENTITY
O/V/W IDENTITY: 518029
TITLE DEED: 11/26/47/2004
PROD: 1223
MICROFILM REF: 26001824875626

* O/P/A - 0 MULTIPLE OWNER
MULTIPLE PROPERTY A MULTIPLE OWNER AND PROPERTY

*** PLEASE NOTE : THE INFORMATION APPEARING ON THIS PREVIEW IS FURNISHED FOR PURPOSES OF INFORMATION ONLY.
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*** END OF REPORT ***

IK E: /XARBA /IK E



9. COPY OF MUNICIPAL ACCOUNT



COPY TAX INVOICE

FOR ALL ACCOUNT QUERIES PLEASE CONTACT YOUR
LOCAL ADMINISTRATION OFFICE

PF&HJ FOUCHE

CLR:	ERF:
DEP: ELECT:	SUBURB:
DEP: WATER:	
DEP: OTHER:	

ACCOUNT NUMBER:

COPY TAX INVOICE FOR: January 2026

TRANSACTION DETAILS

DESCRIPTION	CONSUMP.	AMOUNT	VAT	AMOUNT INC.VAT
BALANCE BROUGHT FORWARD				3434.83
INTEREST				33.63
SUBTOTAL				3468.46
TOTAL				3468.46

HANDED OVER FROM (355557400105)

	90 DAYS +	90 DAYS	60 DAYS	30 DAYS	C
0.00	3468.46	0.00	0.00	0.00	0.00
TOTAL AMOUNT DUE					3468.46
CURRENT ACCOUNT PAYABLE ON OR BEFORE					20/2/2026

POSTAL ADDRESS

7 AREND CLOSE
ARENDSE STREET
KUILSRIVER
7580

STATEMENT DATE:

27/1/2026

RECEIPTS UP TO:

26/1/2026

MONTHLY ACCOUNT FOR:

January 2026

VALUATION:

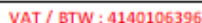


Munisipaliteit * U Masipala * Municipality

VAT NUMBER: 4140106396

PAYMENT DETAILS:

ABSA: 632005/4066578021 (900001065025)
PAY @: 11337 9000 0106 5025
EASYPAY: >>>>>> 9151 9900 0010 6502 56



Page 1 of 3

PF&HJ FOUCHE
7 AREND CLOSE
ARENDSE STREET
KUILSRIVER
7580

TAX INVOICE

FOR ALL ACCOUNT QUERIES PLEASE CONTACT YOUR
LOCAL ADMINISTRATION OFFICE
DEBTORS VAT REG. NO.

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