
**LUXURY 4-BEDROOM HOME WITH RIVER VIEW
PARYS GOLF & COUNTRY ESTATE
PARYS, FREE STATE**

ADDRESS:

3050 PLOVER AVENUE, PARYS GOLF & COUNTRY
ESTATE, PARYS



<u>Bids Open:</u>	Tuesday, 21 July 2026 @ 08h00
<u>Bids Close:</u>	Wednesday, 22 July 2026 from 11h00
<u>Viewing:</u>	Saturday, 27 June 2026 (11h00 – 13h00)



BRANDON 078 194 5024

www.bidderschoice.co.za

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Terms and Conditions:

- **R50 000.00 Refundable Deposit and FICA documents to Register.**
- **10% Deposit payable on the fall of the hammer.**
- **10% Buyers Commission plus VAT payable on the fall of the hammer.**

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	Individuals
Physical Address	3050 Plover Avenue, Parys Golf & Country Estate, Parys Free State Province
Legal Description	Erf 3050 Parys Ext. 20, Ngwathe Local Municipality, Free State Province
Property	
Title deed	T5019/2022
Zoning	Residential
Local Authority	Ngwathe Local Municipality, Free State Province
Extent	± 773m ²
Rates, Taxes	± R2 283,00 p/m
Levies	± R3 010,00 p/m
Deposit to be paid	10% (Ten Percent) On the fall of the hammer
Buyers Commission	10% plus VAT on the fall of the hammer
COC	Seller
Occupation	On Registration of Transfer
VAT Registered	Normal Transfer Duty Payable
Registration fee	R 50 000

3. RULES OF AUCTION AND CONDITIONS OF SALE

RULES OF AUCTION

AND

CONDITIONS OF SALE

PLACE OF AUCTION: ONLINE
BIDS OPEN: TUESDAY, 21 JULY 2026 AT 08H00
BIDS CLOSE: WEDNESDAY, 22 JULY 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 REGISTERED OWNERS

PETRUSKA ANNANDALE

&

JOHN GARY ANNANDALE

("The SELLERS")

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

PROPERTY DESCRIPTION:	ERF 3050 PARYS EXTENSION 20, NGWATHE LOCAL MUNICIPALITY, FREE STATE PROVINCE
STREET ADDRESS:	3050 PLOVER AVENUE, PARYS GOLF AND COUNTRY ESTATE, PARYS
TITLE DEED NUMBER:	T5019/2022
EXTENT:	± 773M²
REGISTERED OWNER:	PETRUSKA ANNANDALE & JOHN GARY ANNANDALE

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 **R28 500.00 (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 the 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 **31ST DAY OF JULY 2026** ("7-Business 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 - PURCHASER

- 5.1. The PURCHASER shall be liable for and pay, in addition to the amounts payable in terms hereof, AUCTIONEER's commission of 10% (TEN 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, of **which he acknowledges he is fully apprised alternatively which he has elected to accept and abide by.**
- 11.3 The highest bid obtained at the auction for the sale of the property subject to the lease, is insufficient to meet the amount owing under any Mortgage Bond registered over the **PROPERTY**, then the **PROPERTY** may be sold free of any lease which was entered into after registration of any mortgage bond over the **PROPERTY** or any lease entered into prior to the registration of any mortgage bond of which lease the holder of the mortgage bond had no knowledge.
- 11.4 **The PURCHASER is aware of the provisions of:**
- 11.4.1 The Restitution of Land Rights Act 22 of 1994:
 - 11.4.2 The Land Reform (Labour Tenants) Act 3 Of 1996:
 - 11.4.3 The Extension of Security of Tenure Act 62 of 1997,

Which regulate and / or secure the rights of tenure and occupation on land of any third party. **Save as may be herein set out, the SELLER has not given any warrant or made any representations, whether express or implied, to the PURCHASER regarding the rights in law of any occupier or potential occupier or any third party in terms of the aforementioned Acts and more particularly, that such rights may not exist. The PURCHASER indemnifies the SELLER against any claim or action which any occupier may bring in terms of the PROPERTY.**

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 “*voetstoots*” 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 to 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

- 23.1 The **SELLER** 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 **SELLER**.

24. DISPUTE RESOLUTION: MEDIATION THEN ARBITRATION

- 24.1. 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:
- 24.1.1. 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
- 24.1.2. 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.
- 24.2. 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.
- 24.3. Unless otherwise agreed in writing by all the parties, any such mediation or arbitration shall be held in Pretoria, South Africa.
- 24.4. 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.
- 24.5. 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.
- 24.6. 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.

25. 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.

26. GENERAL CLAUSES

- 26.1. 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.
- 26.2. 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.
- 26.3. 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.
- 26.4. 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*.
- 26.5. 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.
- 26.6. The **SELLER** and the **PURCHASER** warrant that they are duly authorised to sign this Deed of Sale.
- 26.7. 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.

27. CONDITION OF THE PROPERTY

The **SELLER** discloses to the **PURCHASER** that the property is not new 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 21ST – 22ND DAY OF JULY 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

Exclusive river view online auction luxury: 4-bedroom home in Parys Golf & Country Estate, Free State

Land size: ± 773 m²

Floor size: ± 600 m²

MAIN DWELLING:

Ground Floor:

- Entrance hall with a fireplace
- Open plan kitchen
- Scullery
- Dining room
- 2 Lounges, one featuring a built-in braai
- Guest toilet
- Bedroom 1: Guest bedroom with an en-suite bathroom featuring a shower, fitted with an air conditioner and offering direct access to the main patio

Upper Level:

- Linen room
- Bedroom 2: En-suite featuring a shower, fitted with an air conditioner and offering direct access to the balcony
- Bedroom 3: En-suite featuring a shower, fitted with an air conditioner and offering direct access to the balcony
- Bedroom 4: Main bedroom, en-suite (featuring a shower and bath with the toilet separately enclosed), its own private lounge and fireplace and direct access to the balcony

EXTERNAL FEATURES:

- Swimming pool
- Boma

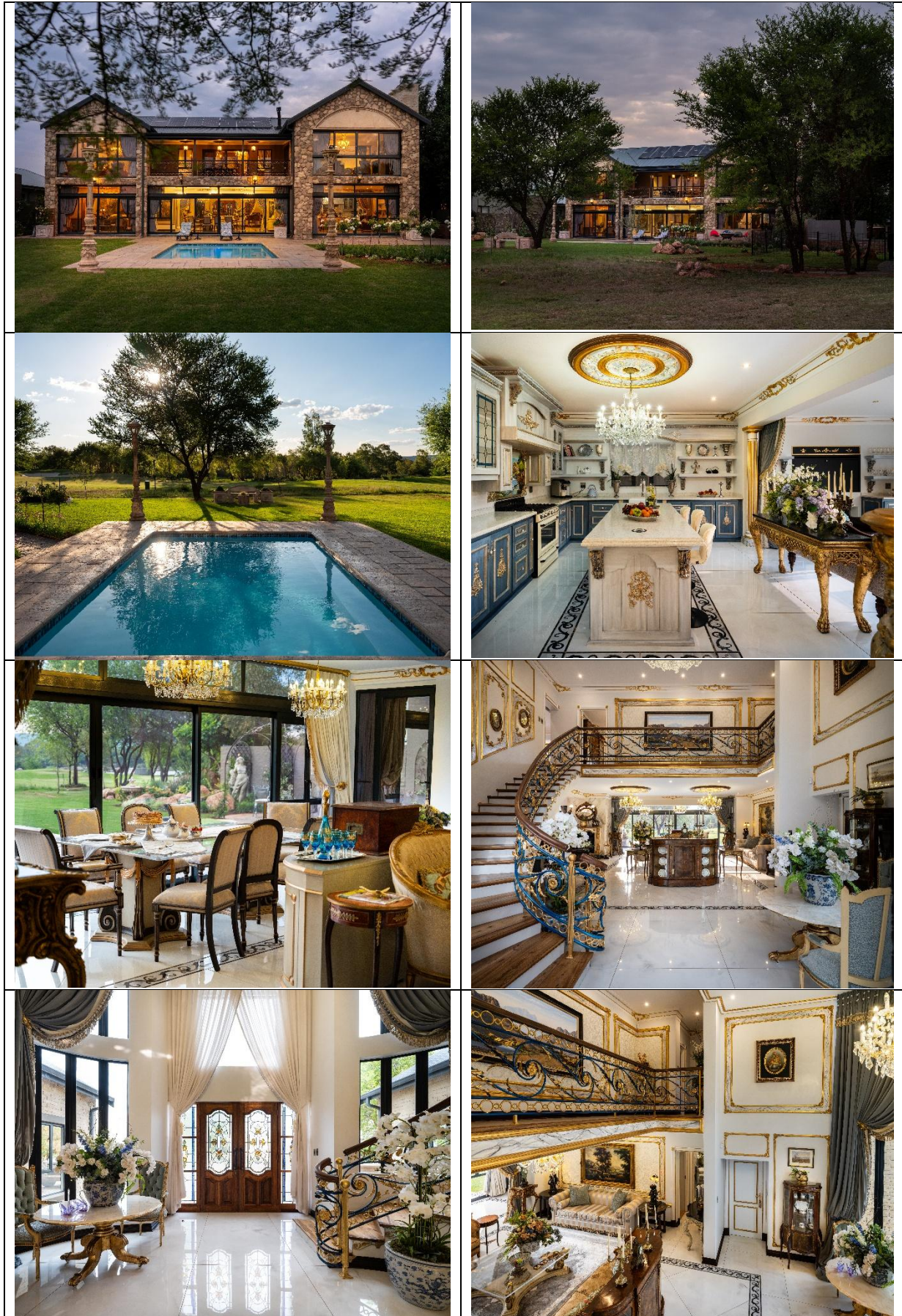
GARAGES AND PARKING:

- 4 Parking bays
- Double garage

ADDITIONAL FEATURES:

- River view
- Backup water filtration system
- Solar geyser and powered primarily by solar energy with backup power via battery/inverter
- Irrigation and sprinkler system
- Alarm system
- Fireplace with temperature control
- Extractor fan

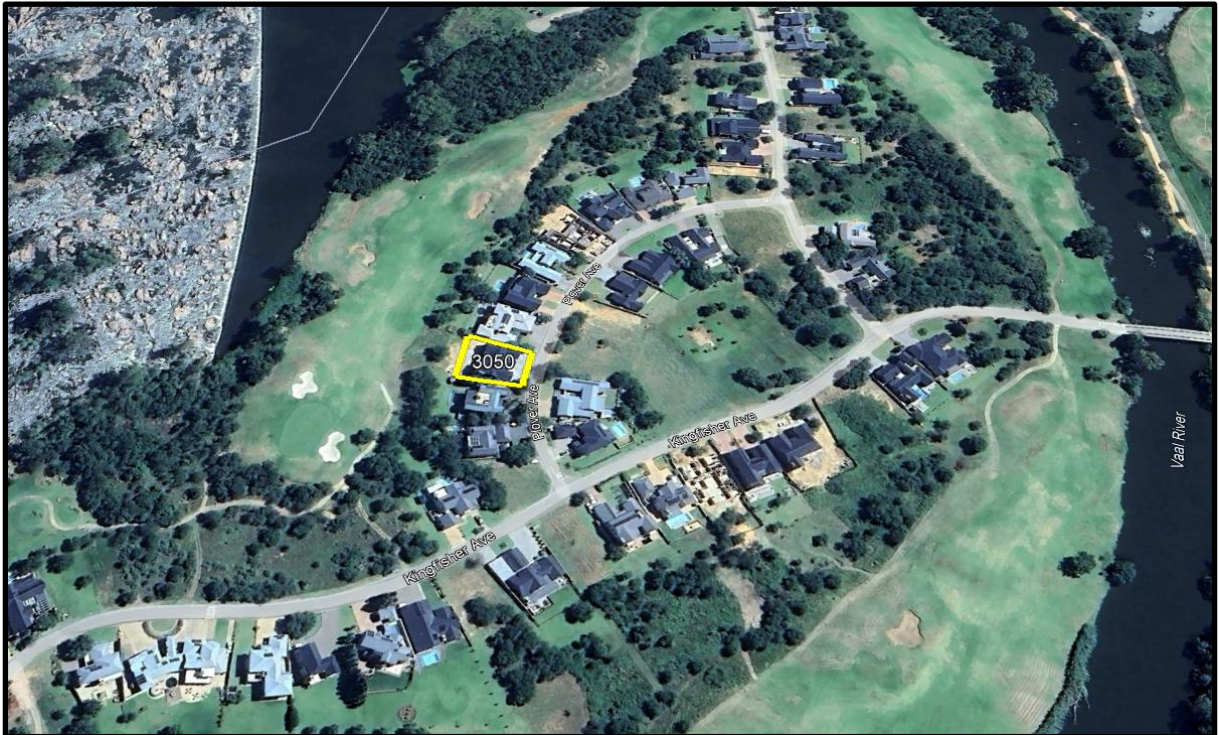
5. PROPERTY IMAGES



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, nor 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 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, nor 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.

**SYMINGTON
DE KOK
BLOEMFONTEIN**

18

TEL: 051 505 6600

UITVOERING - EXECUTION

Valere

A. VIR AKTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE:

(a) Datum van indiening / Date of lodgement:

INGEDIEN

05-04-2022

LODGED

(b) 2-1483/200619 - 400019

6328/65

Onssoekers /

1	/KAM AD	/AM
2	E. N. S. M. W. A. L. E	18
3	Thandeka	17

Skakeling / Linking

1	/
2	/
3	

Verwerp / Reject

1	/
2	
3	

Passeer / Pass

1	/
2	
3	

A. VIR AKTEBESORGER SE GEBRUIK / FOR CONVEYANCER'S USE:

Aard van Akte byv.: Transport, Verband, ens.
Nature of Deed e.g.: Transfer, Bond, etc.

Transfer

000005019 / 2022

Verw. No/ Ref. No.:

FTT 1019

Skakeling / linking

1	/
2	/

GELYKTYDIGE / SIMULS

Kode Code	Name van Partye / Names of Parties	Firma No. Firm No.	No. in stel/batch	Titelaktes ens. binne Titles etc. within
1	T. Thomas / Annandale	1	1	FINALE TITELBOEK 11
2				
3				2022-04-11
4				
5				FINALE BLACK BOOK
6				
7				
8				
9				
10				
11				

030001732850

Registrasie versoek deur:
Registration requested by:

Datum: 2022-04-12
Date:

A. VIR AKTEBESORGER SE GEBRUIK / FOR CONVEYANCER'S USE:			
(a) Gelyktydiges met ander registrasiekantore / deeltitels: Simults with other registries / sectional titles:			
Kode / Code	Firma / Firm	Eiendom / Property	Kantoor / Office
1			
2			
3			
4			
(b) Klient afskrifte van aktes permanent in Aktekantoor gelasseer: Client copies of deed filed permanently in Deeds Office:			
Aard en nommer van akte Nature and number of deed	Kode Code	Parawe van ondersoekers Initials of examiners	
	T.R.		
(c) Notas / notes:			

B. VIR AKTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE:			
		Opmerkings Remarks	Paraaf Initials
Interdikte nagesien deur Interdicts checked by	(1) Dorp goedgekeur (geproklameer) Township approved (proclaimed)		
Datum Date	(2) Begiftigingserwe Endowment erven		
	(3) Begiftiging Endowment		
	(4) Voorwaardes Conditions		
	(5) Mikro Micro		
	(6) Algemene plan General plan		
Interdikte nagesien deur Interdicts checked by	(7) Titel akte Title deed		
Datum Date	(8) Verbande teen dorpsittel Bonds against township title		
	(9) Datum nagesien Date checked		
Kantoor instruksies / Office instructions:			
Seksie / Section:			

Symington De Kok Inc
Symington and de Kok
169B Nelson Mandela Drive
Bloemfontein

FOOD
DRINK

CONVEYANCER

NATALIE WOLMARANS (LPCM - 59405)

00000501972022

BE IT HEREBY MADE KNOWN THAT

THEUNIS WOLMARANS (57807) L¹CM

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

which said Power of Attorney was signed at Parys on 19 March 2022

IRENE
DART
M. HEN

ANASTASIA
DATA
OPNEEM
13 APR 2022

Lexis® Convey 18.1.8.4

And the appearer declared that his/her said principal had, on 8 March 2022, 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:

JOHN GARY ANNANDALE

and

PETRUSKA ANNANDALE

Married in community of property to each other

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

ERF 3050 PARYS (EXTENSION 20), DISTRICT PARYS, PROVINCE FREE STATE

IN EXTENT 773 (SEVEN HUNDRED AND SEVENTY THREE) Square metres

FIRST TRANSFERRED by Deed of Transfer T7321/2007 with General Plan SG328/2006 relating thereto and held by Deed of Transfer T1466/2016

SUBJECT TO THE FOLLOWING CONDITIONS as set out in Deed of Transfer T7321/2007:

1.
 - i. EVERY owner of the erf or any subdivision thereof or any interest therein or any unit thereon as defined in the sectional titles act shall become and shall remain a member of the homeowner's association and be subject to its constitution until he ceases to be an owner as aforesaid. Neither the erf nor any subdivision thereof nor any interest therein nor any unit thereon shall be transferred to any person who has not bound himself to the satisfaction of such association to become a member of the homeowner's association.
 - ii. The owner of the erf or any subdivision thereof or any interest therein or any unit thereon as defined in the Sectional Titles Act shall not be entitled to transfer the erf or any unit thereon without a Clearance Certificate from the Homeowner's association that the provision of the articles of Association of the Homeowners Association have been complied with.
 - iii. The term HOMEOWNERS' ASSOCIATION in the aforesaid conditions of title shall mean the PARYS GOLF AND COUNTRY ESTATE HOMEOWNER'S ASSOCIATION (association incorporated under Section 21) (2005/008016/08).
2. AND SUBJECT FURTHER to the following conditions imposed by the Premier in terms of the provisions of the Townships Ordinance 9 of 1969:-
 - i. In favour of the Parys Golf and Country Estate Home Owners Association.

The Parys Golf and Country Estate Home Owners Association shall at all times have free access thereto for the purposes of construction, maintenance and repair of services.

- ii. The development and use of the erf in the Township is subject to the stipulations of the Parys town Planning Scheme, as amended from time to time.

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

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

JOHN GARY ANNANDALE and PETRUSKA ANNANDALE, 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 BLOEMFONTEIN on

12 APR 2022

In my presence


REGISTRAR OF DEEDS

18

Symington De Kok Inc
Symington and de Kok Building
169B Nelson Mandela Drive
Bloemfontein

Prepared by me


CONVEYANCER
NATALIE WOLMARANS (LPCM - 59405)

POWER OF ATTORNEY TO PASS TRANSFER

I, the undersigned

do hereby nominate and appoint GILES JOHANNES REHBOCK (LPCM - 57939) and/or THEUNIS WOLMARANS (LPCM - 57807) and/or GWENDOLYN JOHNSTONE (LPCM - 59112) and/or NATALIE WOLMARANS (LPCM - 59405) and/or NADINE AMELIA DAVIS (LPCM - 60160) and/or OLUWASEUN-DAMILOLA ABIMBOLA (LPCM - 61130)

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

JOHN GARY ANNANDALE

PETRUSKA ANNANDALE

married in community of property to each other

the property described as:

ERF 3050 PARYS (EXTENSION 20), DISTRICT PARYS, PROVINCE FREE STATE

IN EXTENT 773 (SEVEN HUNDRED AND SEVENTY THREE) Square metres

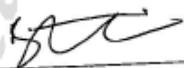
HELD BY Deed of Transfer Number T1466/2016


Lexis® Convey 18.1.7.10

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 Paris on 19 March 2022
in the presence of the undersigned witnesses.

AS WITNESSES :

1. 
2. 

M Thomas
MAGDALENA MARIA THOMAS
(FORMERLY JOHST)

		STIRKINGTON & DE KOK BL. OEFM FONTEIN 18 051 505 6600	TDREP
		Transfer Duty Declaration	
		Reference Details	
		Transfer Duty Reference Number: TDE04C549D	
Details			
Details of Seller / Transferor / Time Share Company			
Surname / Registered Name: THOMAS (FORMERLY JOHST) ID Number: Passport Country: ZA Company / CC / Trust Reg No. Marital Notes if applicable: South Africa		Full Name: MAGDALENA MARIA Date of Birth (CCYYMMDD): 1966-06-25 Passport Number: Marital Status: M.O.C OF PROPERTY Spouse Initials:	
Details of Purchaser / Transferee			
Full Name: JOHN GARY Date of Birth (CCYYMMDD): 1965-12-02 Passport Country: ZA Company / CC / Trust Reg No. Marital Status: M.O.C OF PROPERTY Spouse ID Number:		Surname / Registered Name: ANNANDALE ID Number: Passport Number: Marital Notes if applicable: South Africa Spouse Initials: P Spouse Passport Number:	
Details of Purchaser / Transferee			
Full Name: PETRUSKA Date of Birth (CCYYMMDD): 1973-07-29 Passport Country: ZA Company / CC / Trust Reg No. Marital Status: M.O.C OF PROPERTY Spouse ID Number:		Surname / Registered Name: ANNANDALE ID Number: Passport Number: Marital Notes if applicable: South Africa Spouse Initials: JG Spouse Passport Number:	
Details of the Property			
Date of Transaction/Acquisition (CCYYMMDD): 2022-01-28 Total Fair Value:		Total Consideration: R	
Calculation of Duty and Penalty / Interest			
Transfer Duty Payable on Natural Person: R			
Property Description			
1 ERF 3050 PARYS (EXTENSION 20), DISTRICT PARYS, PROVINCE FREE STATE IN EXTENT 773 (SEVEN HUNDRED AND SEVENTY THREE) Square metres			
Receipt			
Receipt Details			
Transfer Duty Reference Number: TDE04C549D Receipt Amount: R 0		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.		 Place where you sign over this copy of X's above	
Date (CCYYMMDD): 20220401		For enquiries go to www.sars.gov.za or call 0800 00 SARS (7277)	



Ons verwysing/Our reference

U verwysing/your reference

0359
PARYS 9585
☎ (056) 811
2131/2/3
Fax (056) 811
5145

OFFICE: PARYS

Rig asseblief alle korrespondensie aan die Bestuurder
All communications to be addressed to the Manager
Mangolo a romellwe ho motsamaisi

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 120 of act no. 32 of 2000)

ISSUED BY NGWATHE MUNICIPALITY

In terms of the 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 Ngwathe 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): 11388708

Erf: 3050

Portion:

Extension: 20

Zoning: RESIDENTIAL

Registration division/ Administrative district: PARYS, FREE STATE PROVINCE

Suburb: PARYS

Town: PARYS

Sectional title number:

Exclusive use area and number as referred to on the registered plan:

Real right:

Scheme registration number:

Sectional title scheme name:

Registered owner: MAGDALENA MARIA THOMAS ID:

Name and identity/Registration number of all purchaser/s: JOHN GARY ANNANDALE ID:
ANNANDALE ID:

AND PETRUSKA

This certificate is valid until: 30TH JUNE 2022

Given under my hand at: PARYS, on 01ST APRIL 2022

Municipal Manager

Ngwathe Municipality

NGWATHE MUNICIPALITY
Authorized Official.....

01-04-2022

FINANCE DEPARTMENT
FINANSIELE DEPARTEMENT

18

Symington De Kok Inc
Symington and de Kok Building
169B Nelson Mandela Drive
Bloemfontein



Prepared by me


CONVEYANCER
NATALIE WOLMARANS (LPCM - 59405)

**ACCEPTANCE OF CONDITIONS IN TERMS OF SECTION 65(1) OF THE DEEDS
REGISTRIES ACT NO 47 OF 1937**

We, the undersigned

JOHN GARY ANNANDALE
Identity Number
and
PETRUSKA ANNANDALE
Identity Number
Married in community of property to each other

do hereby accept the following conditions imposed and enforceable by the **PARYS
GOLF AND COUNTRY ESTATE HOMEOWNER'S ASSOCIATION** Registration
Number 2005/008016/08 against the registered owner for the time being of the following
property

**ERF 3050 PARYS (EXTENSION 20), DISTRICT PARYS, PROVINCE FREE
STATE**

IN EXTENT 773 (SEVEN HUNDRED AND SEVENTY THREE) Square metres

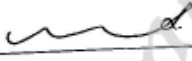
1. Every owner of an erf or any subdivision thereof or any interest therein or any unit thereon, as defined in the Sectional Titles Act, shall become and shall remain a Member of the Homeowner's Association and be subject to its constitution until he ceases to be an owner as aforesaid. Neither the erf nor any subdivision thereof nor any interest therein nor any unit thereon shall be transferred to any person who has not bound himself to the satisfaction of such Association to become a Member of the Homeowner's Association.
2. The owner of the erf or any subdivision thereof or any interest therein or any unit thereon, as defined in the Sectional Titles Act, shall not be entitled to transfer the erf or any subdivision thereof or any interest therein or any unit thereon without a clearance certificate from the Homeowner's Association that the provisions of the Articles of Association of the Homeowner's Association or Constitution have been complied with.
3. The term HOMEOWNER'S ASSOCIATION in the aforesaid conditions of title shall mean the PARYS GOLF AND COUNTRY ESTATE HOMEOWNER'S ASSOCIATION (association incorporated under Section 21) (2005/008016/08).
4. We hereby accept that we will become members of the Parys Golf & Country Estate Home Owner's Association on date of registration.


Lexis® Convey 18.1.7.10

SIGNED at Parys

on 25 March 2022

AS WITNESSES :

1. 

JOHN GARY ANNANDALE

2. 

PETRUSKA ANNANDALE



CERTIFICATE BY

The Parys Golf and Country Estate Homeowners Association, NPC
Registration Number 2005/008016/08

I, the undersigned,

Sheree Du Toit

Being duly authorised by virtue of a resolution of the trustees of the
Parys Golf and Country Estate Homeowners Association, NPC
Registration Number 2005/008016/08

hereby certify that

1. The Memorandum of Incorporation have been complied with; and that

JOHN GARY ANNANDALE

and

PETRIKKA ANNANDALE

Married in community of property to each other

Has bound themselves to become a member of the Parys Golf and Country Estate Homeowners Association, NPC and will be subject to the Memorandum of Incorporation of the Company from date of registration of the following property;

1. ERF 3050 PARYS EXTENSION 20
DISTRICT PARYS, FREE STATE PROVINCE

IN EXTENT 773 (Seven Hundred and Seventy Three) Square metres

into their name, and that there are no amounts owing to the Homeowners' Association.

This clearance is valid up to and including 31st MAY 2022

THUS, DONE AND SIGNED AT PARYS ON THE 31ST OF MARCH 2022

As witnesses:

- 1.
- 2.

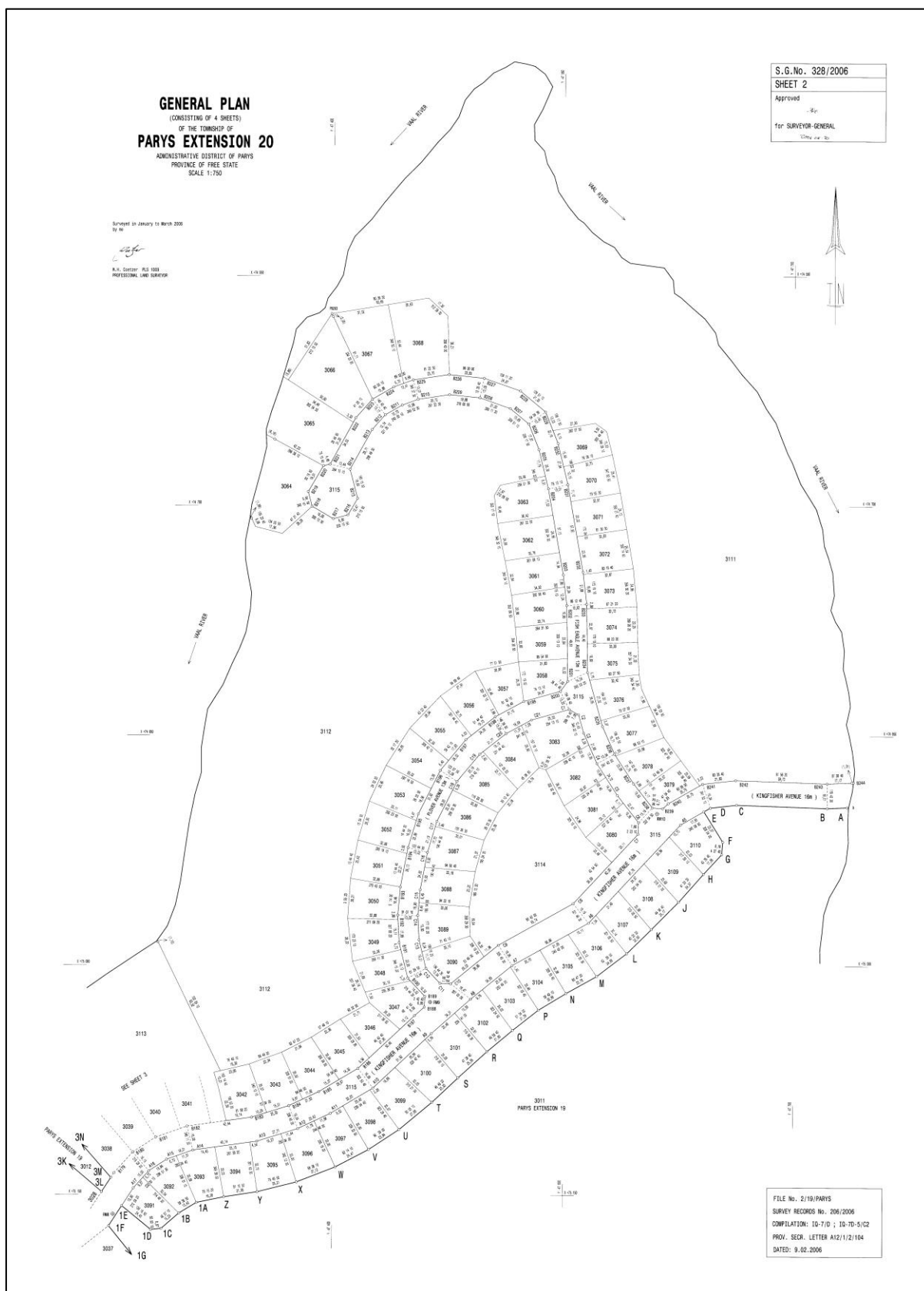
S Du Toit on behalf of
Parys Golf & Country Estate
Homeowners Association NPC

TEL: 056 818 1567

EMAIL: admin@parysestate.co.za

c/o Briel & Venus Street, Parys 9585 | PO Box 231, Parys 9585
26°53.328'S - 27°29.162'E

www.parysestate.co.za



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 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.

9. COPY OF MUNICIPAL ACCOUNT

NGWATHE
LOCAL MUNICIPALITY
PLAASLIKE MUNISIPALITEIT

Annandale J G & P
3050 Plover Avenue
Parys

9585

PO Box 359 | Parys | 9585
E-Mail: billing@ngwathe.co.za
Tel: (056) 816 2700
Fax: (056) 817 6343



Vat Reg No.: 4000846586

Details		Account Number	Month	Valuation	Rebate	
10100000003050000000000000			May 2026			
Street Address			Deposit	Tax Invoice No.	Tax Registration No.	
			0.00	26054668		
Date	Reference Number	Description	Old Reading	New Reading	Consumption	Amount Incl. VAT
2026/04/21		Balance B/Fwd				-1605.82
2026/05/21	2000000	Property Rates-Residential-Parys				2283.33
2026/05/21	30000	Va-Value-Exclusion				-34.25
2026/05/21	2000000	Va-Dist/Sur On Levy				-224.91
2026/05/21		1/4 Sewer Vacant Stand - Parys			1.000	215.31
2026/05/21		1/4 Basic Elec Vacant Stand/Residential Parys			1.000	294.87
2026/05/21		1/4 Basic Water Empty Stands - Parys			1.000	176.21
		VAT				89.52

Current	30 Days	60 Days	90 Days	120 Days	Total	
1104.74	00.00	00.00	00.00	00.00	Payable before	1105.00 20260608

Please forward all readings to Billing at 064 824 9147.

REMITTANCE ADVICE

ELECTRONIC PAYMENTS
ABSA
Account No : 405 270 7733
WITH YOUR ACCOUNT NO.
Post dated Cheques
Unacceptable
Detach this portion and
return with cheque payment



>>>>> 9 1003 0001 1526 7366

unipay 7 1008 11526736 8

Payable	1105.00
Stand Nr	00003050
Month	May 2026
Account Nr	11526736

-41845

10. COPY OF LEVY STATEMENT

[illegible]

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NOTES

[illegible]

