Rules of Auction and Conditions of Sale

IMMOVABLE PROPERTY

DATE OF AUCTION : 22 NOVEMBER, 2017
PLACE OF AUCTION : The Wanderers Club, 21 North Street, Illovo, Johannesburg
TIME OF AUCTION : 12pm
AUCTION HOUSE : Broll Auctions and Sales (Pty) Ltd
               (Registration Number 2014/250826/07)
AUCTIONEER : Broll Auctions and Sales (Pty) Ltd
               Suite 4, 1st Floor, Atholl Square, Cnr Katherine Drive and Wierda Road East, Sandown
               Contact number: 087 700 8290

Will offer for sale by public auction the following immovable property:

ERF : RE EXTENT OF ERF 47 OBSERVATORY TOWNSHIP
      REGISTRATION DIVISION IR, PROVINCE OF GAUTENG
KNOWN AS : 7 URANIA STREET OBSERVATORY
IN EXTENT : 2,091m²
TITLE DEED NUMBER : T70228/2003

RULES OF AUCTION

1.1. Each prospective bidder must read these Rules of Auction together with the attached
      Conditions of Sale Agreement and must not bid unless he or she has done so.

1.2. The sale by auction is subject to a reserve price.

1.3. The auctioneer or his agent shall be entitled to bid up to the reserve price on behalf of the
      owner, but shall not be entitled to make a bid equal to or exceeding the reserve price.

1.4. 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.

1.5. 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.”

1.6. The auction will commence at the published time and will not be delayed to allow any specific
      person or more persons in general to take part in the auction.

1.7. Registration to bid at the auction:

1.7.1 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. 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.

1.7.2 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 the person bidding on his or her behalf must meet
      the requirements set out in clause 1.7.1 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.

1.8 The bidder’s record and the vendor roll will be made available for inspection at the offices of
    Broll Auctions and Sales (Pty) Ltd during normal business hours without the charge of a fee.
    The bidders’ record will also be available for inspection at the auction.

1.9 Broll Auctions and Sales (Pty) Ltd 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.

1.10 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.
1.11 The total cost of advertising and conducting the auction of the property is **R25,381.00** which costs are for the account of the Auctioneer and broken down as follows:

- 1.11.1 Advertising costs;
- 1.11.2 Brochure and marketing material;
- 1.11.3 Auction venue costs;
- 1.11.4 Photography.

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

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

1.14 Every bid shall constitute an offer to purchase the property for the amount bid upon the terms and conditions contained in the Conditions of Sale, which the seller may accept or reject in their absolute discretion. The seller shall be entitled, in its absolute discretion, to withdraw the property from sale prior to acceptance by the seller.

1.15 If no bid equals or exceeds the reserve price, the property may be withdrawn from the auction. The seller shall be entitled to instruct the auctioneer to accept any lower bid.

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

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

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

1.19 The highest bidder ("the purchaser") shall sign the Conditions of Sale immediately on the fall of the hammer.

I, the AUCTIONEER do hereby certify that, to the best of my knowledge, these Rules of Auction meet the requirements of regulation 21 of the Consumer Protection Act Regulations as published in Government Gazette No. 34180 of 1 April 2011.

______________________________
AUCTIONEER (duly authorised)
______________________________
DATE
Duly instructed by
MCEDISI PATRICK KUMALO AND GLADNESS NKOSITANDILE KUMALO
ON BEHALF OF
FIRST NATIONAL BANK
(the “SELLER”) and
BROLL AUCTIONS AND SALES (PTY) LIMITED
Registration Number 2014/250826/07
(the “AUCTIONEER”)

Hereby offers for sale by public auction the following immovable property:

ERF : RE EXTENT OF ERF 47 OBSERVATORY TOWNSHIP
REGISTRATION DIVISION IR, PROVINCE OF GAUTENG
KNOWN AS : 7 URANIA STREET OBSERVATORY
IN EXTENT : 2,091 m²
TITLE DEED NUMBER : T70228/2003

Together with all improvements thereon (the “PROPERTY”) on the following terms and conditions:

1. ACCEPTANCE AND CONFIRMATION
   1.1. The PURCHASER’S offer shall remain open for acceptance by the SELLER until 17H00 on the 6th day of DECEMBER, 2017 (“confirmation period”). The PURCHASER and the AUCTIONEER acknowledge and agree that this provision constitutes a stipulation for the benefit of the SELLER.
   1.2. The PURCHASER’S offer shall be deemed to have been accepted only when the SELLER has signed these Conditions of Sale in the space provided at the end of this agreement and the SELLER shall not be required to notify the PURCHASER of the acceptance of its offer prior to expiry of the confirmation period.
   1.3. 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.
   1.4. 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.

2. PURCHASE PRICE
   The Purchase Price of the PROPERTY, excluding Value Added Tax (“VAT”) if applicable, is
   R___________________________________________________________
   ____________________________________________________________
   which shall be paid as follows:
   2.1 A deposit of 5% (five per cent) of the Purchase Price payable to the AUCTIONEER by the PURCHASER immediately on the fall of the hammer, which amount the PURCHASER hereby authorises the AUCTIONEER to pay over to the SELLER’S Attorneys;
   2.2 The deposit paid in terms of this clause will be invested by the SELLER’S Attorneys on call at a commercial bank on behalf of and the interest for the benefit of the PURCHASER. The PURCHASER’s signature hereto shall constitute the PURCHASER’S written consent in terms of Section 78(2A) of the Attorneys Act, authorising the SELLER’S Attorneys to invest all amounts paid on account of the Purchase Price in an interest bearing account with a bank of the SELLER’S Attorneys choice. No monies shall be invested without compliance of clause 7.6 of this agreement.
   2.3 The balance of the Purchase Price plus VAT shall be paid to the SELLER’S Attorneys, by a written unconditional and irrevocable guarantee from a registered financial institution acceptable to the SELLER, 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 45 (FORTY FIVE) days from date of acceptance by the SELLER.

The SELLER’S Attorneys shall mean the conveyancers to be appointed by the SELLER to effect transfer of the PROPERTY into the name of the PURCHASER.
3. **VALUE ADDED TAX AND TRANSFER DUTY**

3.1 Transfer Duty is payable, the **PURCHASER** shall pay the applicable transfer duty, in addition to the Purchase Price, to the **SELLER**’s Attorneys within seven days of demand.

4. **AUCTIONEER’S COMMISSION**

4.1 The **PURCHASER** shall be liable for and pay, in addition to the amounts payable in terms of clauses 2.1 and 2.3, **AUCTIONEER’S** commission of 5% (five percent) plus VAT thereon, which commission shall be deemed to have been earned and is payable immediately upon the fall of the hammer or upon the signing of this agreement by the **PURCHASER**, whichever happens first.

4.2 If this agreement is cancelled or purportedly cancelled the **PURCHASER** shall be liable for payment of **AUCTIONEER’S** commission as contemplated herein.

5. **RATES AND TAXES AND LEVIES**

5.1 The **SELLER** shall be liable for all rates and taxes and levies and other Municipal charges levied on the **PROPERTY** for the period prior to date of possession and the **PURCHASER** shall be liable for all rates and taxes and other Municipal charges levied thereafter.

5.2 The **PURCHASER** shall secure a pro rata share of all rates and taxes and levies and services paid in advance by the **SELLER** for the period after the date of possession, which refund shall be paid upon registration of transfer.

5.3 The Seller hereby indemnifies the Purchaser against any claims that may be made by the relevant authorities / managing agents in respect of arrear rates / levies as at date of registration of transfer into the Purchaser’s name.

5.4 Any indication of the rates and/or levies payable in respect of the **PROPERTY** that is given by the **SELLER** or the Auctioneer is only an approximation based on recent figures obtained in respect of the **PROPERTY**, and accordingly neither the **SELLER** nor the Auctioneer warrant the actual amounts of the rates / levies applicable to the **PROPERTY**.

5.5 The parties agree, so as to allow for the orderly transfer of the rates, water and electricity accounts in respect of the **PROPERTY**, as follows:

5.5.1 If the **PROPERTY** is not held by sectional title, the **SELLER** will notify the relevant municipality, or any other relevant authority, prior to vacating the **PROPERTY** and request them to take final readings and terminate the electricity and water service in the **SELLER**’s name upon registration of transfer into the name of the Purchaser;

5.5.2 the **SELLER’S ATTORNEY** will, upon registration of transfer, inform the relevant municipality that the **PROPERTY** has been transferred into the Purchaser’s name and the date of such transfer; and

5.5.3 the Purchaser shall, immediately upon registration of transfer of the **PROPERTY** into its name, attend at the offices of the relevant municipality or any other relevant authority and/or Eskom, and will pay the required deposit/s and open rates, water and electricity consumption accounts in its name. The **PURCHASER** undertakes to notify the **SELLER** that such payments have been provided to the local authority and/or Eskom and to furnish the **SELLER** with written proof of the payments and copies of all the activated rates and municipal accounts.

6. **SELLER RESIDENCY AND WITHHOLDING TAX**

It is recorded that the parties 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 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:
6.1. The SELLER warrants either that he is / is not a RESIDENT of the Republic of South Africa; (delete whichever is not applicable)

6.2. The SELLER hereby indemnifies and holds harmless both the AUCTIONEER and the SELLER’S Attorneys from any claim arising as a result of them having acted in terms of the Act, on information supplied by the SELLER, or from any other source and the SELLER waives all 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;

6.3. Where the SELLER has warranted that he is a resident and information leads the AUCTIONEER or the SELLER’S Attorneys to suspect that the SELLER is a non-resident, the AUCTIONEER or SELLER’S Attorneys may by written notice call upon the SELLER to obtain a directive from SARS within 30 (thirty) days as to his resident status, failing which the provision of clause 6.4.1 below shall apply.

6.4. In the event that the SELLER warrants that he is a non-resident and/or SARS, furnishes a directive, wherein the SELLER is regarded as a non-resident for income tax purposes:

6.4.1. The PURCHASER hereby irrevocably instructs the SELLER’s Attorneys upon registration of transfer to withhold the prescribed percentage of the Purchase Price and to pay such monies to SARS within 14 (fourteen) days of registration of transfer.

6.4.2. Notwithstanding the provision of 6.4.1 above, the SELLER shall be entitled to obtain a directive from the SARS for the non-withholding or a reduced withholding, of tax, which directive to be delivered to the SELLER’S Attorneys within 21 twenty one days of the date of acceptance of this agreement, failing which the SELLER shall be bound by such withholding percentage as determined by the Income Tax Act.

7 Transfer and Costs of Transfer

7.1 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 to the reasonable satisfaction of the SELLER.

7.2 Transfer of the PROPERTY shall be passed, by the SELLER’S Attorneys, as soon as possible after date of acceptance, providing the PURCHASER has complied with the provisions of the aforementioned sub-clause.

7.3 The PURCHASER hereby specifically authorises and agrees to the SELLER’S Attorneys preparing and submitting a transfer duty form as required by SARS for the clearance of the PROPERTY.

7.4 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, 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.

7.5 In the event of the PURCHASER failing to comply within 7 (seven) days of being requested by the SELLER’s Attorneys, to pay any amounts, to furnish them with signed documents or documentation of whatever nature necessary for effecting transfer, or where applicable to ensure that the mortgage bond documentation or ancillary documentation is satisfactorily completed 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 calculated from the said 8th (eighth) day until the date of transfer, (both days inclusive).

7.6 The PURCHASER acknowledges and accordingly undertakes to comply with all the FICA requirements as set out in Annexure “I” 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 the Acts mentioned herein under:-

7.6.1 The SELLER’S Attorneys are designated as an “accountable institution” in terms of the Financial Intelligence Centres Act No. 38 of 2001 (“FICA”);
7.6.2 Certain obligations are placed on the SELLER’S Attorneys in terms of FICA and the Prevention of Organised Crime Act 21 of 1998 (“POCA”);

7.6.3 The SELLER’S Attorneys shall not invest and administer any deposits or any other monies paid by the PURCHASER in terms of this agreement, unless the PURCHASER has provided the SELLER’S Attorneys with the documentation that they require in terms of FICA, nor shall the SELLER’S Attorneys be held liable for any loss of interest as a result of the PURCHASER’S failure to comply herein.

8 POSSESSION, OCCUPATION AND RISK

8.1 Possession and Occupation of the PROPERTY, subject to any leases in place over the Property as at the date of auction, shall only be given by the SELLER and taken by the PURCHASER on registration of transfer, provided that clauses 2.1 and 2.3 above have been complied with, from which date all risks and benefits of ownership in respect of the PROPERTY shall pass to the PURCHASER.

8.2 The PURCHASER, at its own expense, shall insure the PROPERTY and improvements thereon for the full replacement value thereof from date of possession, 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.

8.3 Should the SELLER and the PURCHASER agree in writing that the PURCHASER shall be entitled to take occupation of the PROPERTY prior to registration of transfer, Upon the PURCHASER taking occupation of the PROPERTY and pending transfer, including but not limited to the following conditions shall apply –

8.3.1 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;

8.3.2 the PURCHASER shall be responsible for and pay all costs of electricity and water consumed in the PROPERTY.

9 EXISTING TENANCIES

9.1 The PROPERTY is sold subject to all existing tenancies.

9.2 The PURCHASER shall be bound by the terms and conditions of all existing leases, of which he acknowledges he is fully apprised. The SELLER, from registration of transfer, cedes, makes over and assigns all its rights and obligations in and to the leases to the PURCHASER who accepts such cession and assignment.

9.3 If 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.

9.4 If any tenant is in arrears with rental due to the SELLER in respect of the leases, the SELLER shall be entitled, but not obliged, to proceed with or take:

9.4.1 any legal action or other proceedings against such tenant; and
9.4.2 a civil judgment against the tenant and/or evict the tenant from the leased premises concerned;
9.4.3 enforce any of its rights in terms of the leases.

9.5 If the SELLER wishes to either renew the leases or enter into new leases, it shall be entitled to do so, provided that it obtains written approval from the PURCHASER.

9.6 In the event that the SELLER, after complying with the provisions of clause 9.5, enters into a new lease agreement in respect of the PROPERTY and/or buildings or renew the existing leases, the PURCHASER shall be liable for the pro-rata commissions and tenant installation costs related thereto for the period of such leases or renewal beyond the date of transfer.
9.7 All deposits paid by tenants in terms of the leases, shall be dealt with in accordance with the Adjustment Account referred to in clause 10, provided that if at any time before the date of transfer, any tenant fails to comply with its obligations in terms of the lease and/or there are any amounts owing to the SELLER by any tenant in terms of the leases, the SELLER shall be entitled to appropriate such deposit towards payment of the outstanding amount owing to the SELLER.

9.8 All payments received from tenants in terms of the leases after the date of transfer shall in the first instance be appropriated towards any amounts owing by the tenants to the SELLER in terms of the leases prior to the date of transfer and thereafter towards amounts owing to the PURCHASER by the tenants for the period after the date of transfer.

10 ADJUSTMENT ACCOUNT

10.1 The SELLER shall, at its expense, prepare an Adjustment Account in respect the enterprise (including the PROPERTY), as at the date of transfer and deliver such Adjustment Account to the PURCHASER not later than 45 (forty five) days of receipt by the SELLER from the PURCHASER of written proof, acceptable to the SELLER, of the activated accounts in accordance with the provisions of clause 5.5.3.

10.2 Payment of any monies due to any party in terms of the Adjustment Account shall not constitute part of the Purchase Price of the enterprise (including the PROPERTY) and shall be effected separately from the payment of such Purchase Price.

10.3 The Adjustment Account shall reflect in respect of the enterprise (including the PROPERTY):

10.3.1 as at the date of transfer, as credits to the SELLER:

10.3.1.1 all rentals and other income due and payable under the leases prior to the date of transfer and collected after the date of transfer;

10.3.1.2 all amounts of municipal service fees, surcharges on fees, property rates, municipal tax and other municipal charges, including levies and duties on charges for electricity and water, pre-paid for any period after the date of transfer in respect of the PROPERTY, and

10.3.1.3 the amounts of any levies, including special levies pre-paid for any period after the date of transfer (if applicable);

10.3.2 as at the date of transfer, as debits to the SELLER:

10.3.2.1 all amounts of municipal service fees, surcharges on fees, property rates, municipal taxes and other municipal charges, including levies and duties on charges for electricity and water for any period before the date of transfer, not paid as at that date;

10.3.2.2 the amount of any levies, including special levies, for any period before the date of transfer not paid at that date (if applicable);

10.3.2.3 subject to the provisions of clauses 9.7 and 9.8, the tenant’s deposit/s, excluding interest and excluding the value of arrear indebtedness of the tenant to the SELLER arising prior to the date of transfer and in respect of which indebtedness the SELLER is legally entitled to apply such deposit;

10.3.2.4 all rentals and other income pre-paid to the SELLER for the periods after the date of transfer, subject to the provisions of clauses 9.7 and 9.8;

10.3.2.5 any other expenses incurred after the date of transfer, which are in respect of periods prior to the date of transfer, or which should reasonably apportion to a period prior to the date of transfer on a pro-rata basis;

10.3.3 as at the date of transfer, as debits to the PURCHASER:

10.3.3.1 all amounts of municipal service fees, surcharges on fees, property rates, municipal taxes and other municipal charges, including levies and duties on charges for electricity and water, pre-paid by the SELLER in respect of the PROPERTY after the date of transfer;
10.3.3.2 the amounts of any levies, including special levies pre-paid for any period after the date of transfer, paid by the SELLER in respect of the PROPERTY (if applicable);

10.3.3.3 any other expenses reasonably incurred by the SELLER in carrying out its obligations prepaid by the SELLER in respect of the period after the date of transfer, including insurance premiums;

10.3.4 as at the date of transfer, as credits to the PURCHASER, all rentals and other income paid to the SELLER for the period from the date of transfer in respect of the PROPERTY, subject to any adjustment for the input and output VAT and subject further to the provisions of clauses 9.7 and 9.8,

it being agreed by the parties that the SELLER shall be entitled to off-set any municipal credits that the relevant municipality has not yet released to the SELLER. All such credits will be withheld from any amount payable to the PURCHASER until such credits are paid over to the SELLER by the municipality concerned.

11 REPAIRS AND IMPROVEMENTS

11.1 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.

11.2 The SELLER shall not be obliged to compensate the PURCHASER for any authorised alteration effected in the event of the sale being cancelled.

11.3 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.

12 REPRESENTATIONS

12.1 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.

12.2 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. The PURCHASER hereby waives any rights whatsoever which he may otherwise have obtained against the SELLER or the AUCTIONEER as a result of such information, statement, advertisement, representation or warranty, made by or on behalf of the SELLER or the AUCTIONEER.

The PURCHASER acknowledges that he/she has fully acquainted himself with the PROPERTY that he has purchased.

13 BREACH

13.1 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 is the PURCHASER and fails to comply with such notice then the SELLER shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which the SELLER may have in law, including the right to claim damages:

13.1.1 to cancel this agreement and upon cancellation the PURCHASER shall forfeit all monies paid to the SELLER, the AUCTIONEER and/or the SELLER’S Attorneys and the SELLER shall retain the right to recover any costs incurred by the SELLER to present the PROPERTY at the auction, any further costs to be incurred by the SELLER to re-auction or to re-sell the PROPERTY as well.
as any difference between the purchase price and the price achieved at any subsequent sale of the PROPERTY by the SELLER. A certificate issued by the SELLER or his representative, whose authority needs not be proven, shall be prima facie evidence of any such costs and/or difference in purchase price as contemplated herein. The PURCHASER and the SELLER specifically agree that the AUCTIONEER shall be entitled, but not obliged, to immediately resubmit the PROPERTY for auction and all costs pertaining thereto shall be borne and paid for by the PURCHASER in addition to any other claims that he may be liable for in terms of the Agreement;

13.1.2 or to claim immediate performance and/or payment of all the Defaulting Party's obligations in terms hereof.

13.2 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 possession.

13.3 Occupancy 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.

14 LEGAL COSTS

The Defaulting Party shall be liable for all legal costs incurred by the Aggrieved Party, the AUCTIONEER and his Agent / Attorneys in enforcing the terms of this Agreement, on an attorney and own client scale.

15 DOMICILIUM

15.1 The PURCHASER and the SELLER hereby choose their respective domicilium citandi et executandi for all purposes in respect of this Agreement, including notices and Court process, the address recorded below their signatures hereunder.; any notice delivered by hand shall be deemed to have been received on the day of delivery; any notice electronically transmitted by email (other than documents relating to legal process), shall be deemed to have been received on the first business day after date of despatch thereof.

15.2 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 email address as stipulated herein.

15.3 The terms of "writing" shall include communications by email.

16 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.

17 SECTIONS 112 and 115 OF THE COMPANIES ACT (SPECIAL RESOLUTION)

17.1 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 and 115"), 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 sell the PROPERTY.

17.2 Accordingly, the SELLER warrants that the provisions of Sections 112 and 115 are / are not (delete as appropriate) applicable to the sale of the PROPERTY.

17.3 If Sections 112 and 115 are 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 Sections 112 and 115 to dispose of the PROPERTY, then within 45 (forty five) business days of the acceptance date the SELLER shall procure that its shareholders pass a special resolution ratifying the sale of the PROPERTY.

18 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:
18.1 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.

18.2 The notice shall set out the name and address of the nominee so nominated as PURCHASER.

18.3 The notice shall be accompanied by the nominee’s written acknowledgement:

18.3.1 That it is fully aware of all the terms and conditions of this Agreement as if fully set out in such written acknowledgement; and

18.3.2 That it is bound by the provisions of this Agreement as the PURCHASER.

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

18.4.1 All reference to the PURCHASER in this Agreement shall be deemed to be a reference to its nominee; and

18.4.2 The PURCHASER by his signature hereto, hereby interposes and binds himself 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.

19 COMPANY TO BE FORMED

19.1 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.

19.2 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.

20 COMPANIES, CLOSE CORPORATIONS, ASSOCIATIONS OR TRUSTS

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.

21 ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE

21.1 The SELLER shall provide the PURCHASER with the electrical certificate of compliance for the PROPERTY prior to transfer.

22 ENTOMOLOGIST CERTIFICATE, GAS CERTIFICATE, FENCE CERTIFICATE, PLUMBING CERTIFICATE

22.1 To the extent that it is applicable in respect of the PROPERTY, it is specifically recorded and agreed between the Parties that the SELLER will provide the PURCHASER with entomologist certificate/s, gas certificates, fence certificates or plumbing certificates in respect of the PROPERTY.

22.2 The SELLER, at its expense, shall be responsible for procuring and obtaining the certificates referred to in clause 22.1.

23 GENERAL CLAUSES
23.1 This Conditions of Sale Agreement constitutes 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;

23.2 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.

23.3 No variation or alteration or cancellation of these Conditions of Sale or any of the terms hereof, shall be of any force or effect, unless in writing and signed by the Parties hereto.

23.4 This agreement, and any revisions thereto, may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement as at the date of signature of the party last signing one of the counterparts.

THE PROPERTY WAS PUT UP FOR SALE BY PUBLIC AUCTION ON THE ___________ DAY OF ___________ OF THE YEAR 20______

And sold by the rise for the amount of R _____________________________

(words) _____________________________

__________________________________________

(PLUS VALUE ADDED TAX IF APPLICABLE)

TO:

COMPANY/ CLOSE CORPORATION/ TRUST/ OTHER ___________________________

(herinafter referred to as the "PURCHASER")

ENTITY REGISTRATION / ID NO.: _____________________________

ADDRESS: _____________________________

TELEPHONE DETAILS: (home) _____________________________
(Work) _____________________________
(Fax) _____________________________
(Email) _____________________________
(Cell) _____________________________

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

SPOUSE’S NAME _____________________________

SPOUSE’S ID NO _____________________________

SIGNED BY THE PURCHASER 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. _____________________________

BROLL AUCTIONS AND SALES (PTY) LTD duly authorised (Broll Auctions and
Sales (Pty) Ltd hereby accepts all the rights conferred upon it in terms of this agreement.

ACCEPTANCE AND CONFIRMATION

Accepted by me this _______ day of ____________ 20____

AS WITNESSES:

1. ____________________________ ____________________________ ____________________________
   SELLER (and where applicable the SELLER is duly authorised)

2. ____________________________ ____________________________ ____________________________
   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 the Conditions of Sale aforegoing and in particular for all amounts of money that may be due, including damages, from whatsoever cause arising under renunciation of the benefits of division and excussion. I / We do further acknowledge that I / we are fully aware of all the terms and Conditions of the Conditions of Sale as if fully set out herein.

I / We 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

BROLL AUCTIONS AND SALES (PTY) LTD duly authorised

SURETY ADDRESS (PHYSICAL):

________________________________________________________________________________________

Tel No: ____________________________________________

EXTRACT FROM THE MINUTES OF A MEETING OF THE MEMBERS OF

HELD AT ___________________________ ON ___________________________

RESOLVED THAT:

1. The CLOSE CORPORATION BUYS the following PROPERTY

____________________________________________________________

from ___________________________

for R ___________________________

2. That ___________________________ in his capacity as Member be and is hereby authorised to execute and sign all documents necessary to give effect to the above resolution.

Certified a true copy,

______________________________  ______________________________
MEMBER  MEMBER
EXTRACT FROM THE MINUTES OF A MEETING OF THE DIRECTORS OF

HELD AT ______________________ ON ______________________

RESOLVED THAT:

2. The Company BUYS the following PROPERTY

__________________________________________________________

from __________________________

for R __________________________

2. That __________________________ in his capacity as Director be and is hereby authorised to execute and sign all documents necessary to give effect to the above resolution.

Certified a true copy,

______________________________  ______________________________
DIRECTOR  DIRECTOR

EXTRACT FROM THE MINUTES OF A MEETING OF THE TRUSTEES OF

HELD AT ______________________ ON ______________________

RESOLVED THAT:

3. The Trust BUYS the following PROPERTY

__________________________________________________________

from __________________________

for R __________________________

2. That __________________________ in his capacity as Trustee be and is hereby authorised to execute and sign all documents necessary to give effect to the above resolution.

Certified a true copy,

______________________________  ______________________________
TRUSTEE  TRUSTEE
(ANNEXURE 1)

**FICA REQUIREMENTS: Natural Persons**

1. South African identity document (foreigners: passport);  
2. Utility bill addressed to your residential address less than 3 months (accounts for mobile phones are not acceptable);  

4. (Confirmation marital status, i.e. unmarried or married.)

1.1 If Married

5. Marriage certificate.

- If IN community of property (no antenuptial contract)

6. S.A. identity document (foreigner: passport) of your SPOUSE.

- If OUT of community of property (by Antenuptial Contract ("ANC")

7. 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. S.A. identity document (foreigner: passport) of your SPOUSE;

9. Name of the country/state governing your marriage, i.e. the country where the husband 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

PLUS THE FOLLOWING:

1.2 Companies:

1.3 Close Corporations:

1.4 Trusts:

1.5 FICA requirements for Other Entities, if applicable, will be supplied to such Purchasers.