

RULES OF AUCTION

1. REGISTRATION

Any person intending to participate in the auction as a purchaser or in making bids on behalf of any party must:

- 1.1. register his or her identity on the bidder's record or register **prior to the commencement of the auction**;
- 1.2. provide proof of identity and address as contemplated by and required in terms of the Financial Intelligence Centre Act, 2001 ("FICA");
- 1.3. agree to the Rules of Auction;
- 1.4. sign the bidder's record or register as confirmation of registration for the auction and confirmation of his or her knowledge of the contents of, and undertaking to be bound by, the Rules of Auction;
- 1.5. indicate whether he or she will be acting on behalf of another person ("the Principal Party") (whether a natural or juristic person) and if this is the case:
 - 1.5.1. provide a letter of authority that expressly authorises him or her to bid on behalf of that person, and if the principal party is a juristic person the letter of authority must appear on the letterhead of the juristic person and be accompanied by a certified copy of the relevant Board, member or Trustee resolution authorising him or her to bid;
 - 1.5.2. provide FICA documentation in respect of the juristic person;
 - 1.5.3. sign the bidder's record or register on behalf of the Principal Party as confirmation of registration for the auction and confirmation of the Principal Party's undertaking to be bound by the Rules of Auction;
 - 1.5.4. agree to the Rule of Auction on behalf of the Principal Party.

2. AUCTION PROCEDURE

- 2.1. The sale by auction is subject to a reserve price.
- 2.2. The Auctioneer, the Seller or an agent acting on behalf of either the Auctioneer or seller shall be entitled to bid up to the reserve price on behalf of the Seller, but shall not be entitled to make a bid equal to or exceeding the reserve price.
- 2.3. The rules of auction comply with section 45 of the Consumer Protection Act, Act 68 of 2008 ("the CPA") and with the Regulations to the Consumer Protection Act Regulations ("the CPA Regulations") that have been published in terms thereof as same may be amended and/or replaced from time to time. To the extent that any one or more provisions of these Rules of Auction is deemed by a Court or Regulatory Body with jurisdiction not to comply with the CPA or CPA Regulations, then such provision(s) shall be amended automatically to the least extent necessary to bring them within the requirements of the CPA or CPA Regulations by order of such Court or Regulatory Body.
- 2.4. Where Property is put up for sale by auction in lots, each lot is to be regarded as the subject of a separate transaction, unless it was specifically and unequivocally intended by the Seller and the Auctioneer for the goods to be sold under a single transaction.
- 2.5. The Auction shall commence at the published time for commencement and shall not be delayed to enable any specific person or more persons in general to participate;
- 2.6. The sale shall be complete when the Auctioneer announces its completion by the fall of the hammer or in any other customary manner, and subject to the reserve price

and acceptance of the sale by the Seller, the highest bidder at the completion of the auction shall be the Purchaser and be bound by the offer represented by his or bid.

- 2.7. On conclusion of the proceedings, the Auctioneer shall announce the auction has come to an end, sign the vendor's roll and certify the proceedings were to the best of his or her knowledge conducted in accordance with the Ruler of Auction, the CPA, the CPA Regulations and any other applicable law.
- 2.8. The bidder's record and the vendor roll will be made available for inspection at the offices of Auctioneer during normal business hours free of charge. The bidders' record will also be available for inspection at the auction.
- 2.9. The Auctioneer has a trust account into which all money due to the Seller in terms of the Rules of Auction must be paid for the benefit of the Seller, minus any commission payable to The Auctioneer.
- 2.10. 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.
- 2.11. The Seller is liable for the total cost of advertising and conducting the auction, in the amount of R 10 611.46 which costs are broken down as follows:
 - 2.11.1. Advertising costs;
 - 2.11.2. Brochure and marketing material;
 - 2.11.3. Auction venue costs;
 - 2.11.4. Photography.
- 2.12. The conduct of the auction is subject to the control of the Auctioneer who has the sole right to regulate the bidding procedure (subject to the provisions of the CPA and the CPA Regulations).
- 2.13. Every prospective bidder undertakes, by signature of the bidders record to be bound by these Rules of Auction.
- 2.14. 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. The Seller shall be entitled, in its absolute discretion, to withdraw the property from sale prior to acceptance by the Seller.
- 2.15. 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 a lower bid.
- 2.16. In the event of any dispute between the bidders, the decision of the Auctioneer shall be final and binding.
- 2.17. Should an error be made in the auction process, such error shall not be binding on any of the Seller, the Purchaser or the Auctioneer, and the Auctioneer shall have the right to correct the error and no party shall have any recourse against the Auctioneer for the error or the correction thereof.
- 2.18. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for in the Rules of Auction, during which time the offer shall be open for acceptance by the Seller or his agent and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the CPA.

2.19. The highest bidder ("the Purchaser") shall sign the Rules of Auction immediately on the fall of the hammer. Should the Purchaser neglect or refuse to sign the Conditions of Sale on request by the Auctioneer, or fail forthwith to provide the security required, the Seller may, at his option, again sell the property at the expense and risk of the Purchaser who shall be liable for any loss thereby occasioned and The Purchaser shall in that event not benefit from any profit.

3. **ACCEPTANCE AND CONFIRMATION AND SUSPENSIVE CONDITIONS**

3.1. Signature of the Rules of Auction by the Purchaser after fall of the hammer shall constitute an irrevocable offer to purchase the Property by the Purchaser.

3.2. The Purchaser's offer shall remain open for acceptance by the Seller until 17H00 on the 21st calendar day after the auctions ("the Confirmation Period"). The Purchaser and the Auctioneer acknowledge and agree that this provision is inserted for the sole benefit of the Seller.

3.3. The Purchaser shall not be entitled to withdraw or revoke the offer for the duration of the Confirmation period (as same may be extended).

3.4. The Purchaser's offer shall be deemed to have been accepted by the Seller only when Rules of Auction have been signed by or on behalf of the Seller. The Seller shall not be required to notify the Purchaser of the acceptance of its offer prior to expiry of the confirmation period.

3.5. Should the Seller reject the Purchaser's offer, the Auctioneer will refund any deposit and commission paid to it in terms of these Rules of Auction by the Purchaser. Except as specifically and otherwise agreed between the parties, the Seller shall not be liable to the Purchaser or the Auctioneer for any loss or liability or costs arising from its decision not to accept the offer.

3.6. Should the sale be requiring the consent of any statutory authority or any Court, then this sale is subject to and conditional upon the granting of such consent. Should such consent not be obtained, or should it be declined for any reason whatsoever, then this offer shall lapse and be null and void. The Seller and the Auctioneer shall in such event be obligated to refund to the Purchaser all amounts paid in terms hereof, against payment by the Purchaser to the Seller of Occupational Interest and reasonable compensation for all benefits it has enjoyed in terms hereof. The parties shall have no further claims against each other.

4. **PURCHASE PRICE**

The purchase price of the Property, plus value-added tax ("VAT") if applicable, shall be paid as follows:

4.1. A deposit of 10% (10 per cent) of the purchase price shall be paid to the Auctioneer, in addition to the Auctioneer's commission payable in terms of 6 below, by the Purchaser immediately on the fall of the hammer, which amount the Purchaser hereby authorises and instructs the Auctioneer to pay over to the Seller's attorneys to be invested on behalf of and for the benefit of the Seller;

4.2. The balance of the purchase price shall be paid in cash or 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 of the Property 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) days from receipt of a written request to that effect from the Seller's attorneys.

4.3. the monies due by the Purchaser in terms of these Rules of Auction, and unpaid on due date, shall bear interest at the rate of 2% (two per centum) above the prime rate, calculated from the due date to the actual date of payment thereof, (both days inclusive).

4.4. The Seller and the Auctioneer shall have the right to immediately terminate these Rules of Auction and claim damages from the Purchaser should the Purchaser not timeously comply with its obligations in terms of 4.1, 4.2 or 4.3.

5. **VALUE-ADDED TAX**

5.1. The Purchase Price is exclusive of VAT.

5.2. 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 at the VAT rate applicable to the transaction immediately on demand.

6. **AUCTIONEER'S COMMISSION**

6.1. The Purchaser shall be liable for Auctioneer's commission on the purchase price at the rate of 6 (six) per cent of the Purchase Price, plus VAT thereon, which commission shall be deemed to have been earned immediately upon the registration of transfer of the Purchaser's offer in terms hereof by the Seller.

6.2. The Purchaser shall pay the full amount of Auctioneer's commission into the trust account of the Auctioneer immediately on the fall of the hammer, to be retained in trust for the benefit of the Purchaser pending acceptance by the Seller of the Purchaser's offer.

6.3. On expiry of the Confirmation Period or if the Seller has rejected the Purchaser's offer, or if the sale is not consented to by the relevant Court or statutory authority in terms of 3.6, the Auctioneer shall refund the Auctioneer's Commission together with interest earned thereon to the Purchaser.

6.4. The deduction by the Auctioneer of commission due to it under the sale from any proceeds paid by the Purchaser will not absolve the Purchaser from any other obligations arising from these Rules of Auction.

6.5. Should these Rules of Auction be cancelled as a result of breach or non-performance by the Purchaser of any of his obligations in terms hereof, the Auctioneer shall be entitled to claim such commission directly from the Purchaser.

7. **OCCUPATIONAL INTEREST**

Should the Seller and the holder of the Mortgagee under any bond registered against the property consent in writing to the Purchaser taking possession of the Property prior to registration of transfer, the Purchaser shall pay occupational interest to the Seller, calculated at the rate of 1% per month on the Purchase Price. The occupational interest is payable in advance from the date of possession to the date of transfer, both days inclusive. The occupational interest is payable in advance on the first day of each calendar month, save for the first payment which shall be due on the date of occupation, and shall be payable pro rata, for the remaining portion of that calendar month. Occupational interest shall be paid by the Purchaser directly to the Seller's attorney.

8. **RATES, TAXES AND/OR LEVIES**

8.1. The Seller shall be liable for all rates, taxes and/or levies and other municipal or body corporate charges levied on the property for the period prior to registration of transfer and the Purchaser shall be liable for all rates and taxes and other municipal charges levied thereafter.

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8.2. The Purchaser shall refund to the Seller a pro rata share of all rates, taxes and/or levies and other municipal or body corporate levies or charges paid in advance by the Seller for the period after registration of transfer, which refund shall be paid upon registration of transfer.

9. 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 the Seller is a nonresident and to 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 and in that regard:

9.1. The Seller warrants that he is / is not a resident of the Republic of South Africa; (delete whichever is not applicable)

9.2. The Seller hereby indemnifies and holds harmless 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 Income Tax Act on information supplied by the Seller, or from any other source which is reasonable believed to be accurate, and the Seller waives any right of recourse against the said Seller's Attorneys and/or Auctioneer pursuant thereto.

9.3. The Auctioneer or the Seller's Attorneys may at their discretion by written notice call upon the Seller to obtain a directive from SARS within 30 (thirty) days as to the Seller's his resident status, failing which the Seller shall be deemed to be a non-resident and clause 9.4.1 below shall apply.

9.4. In the event that SARS furnishes a directive, wherein the Seller is regarded as a nonresident for income tax purposes, or if the Seller is deemed to be a non-resident in terms of 9.3 above, then:

9.4.1. 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.

9.4.2. Notwithstanding the provision of 9.4.1 above, the Seller shall be entitled to obtain a directive from the SARS for the non-withholding or a reduced withholding of tax, and provided the directive is delivered to the Seller's attorneys on or before the date of registration of transfer the Seller's Attorneys shall be obliged to act in accordance with the directive, failing which the Seller shall be bound by such withholding percentage as determined by the Income Tax Act

10. TRANSFER AND COSTS OF TRANSFER

10.1. Transfer shall be effected by the Seller's Attorney as soon as possible after the Purchaser making payment, or securing payment, to the satisfaction to the Seller, of all amounts due in terms hereof including the purchase price, all the costs related to the preparation and registration of transfer, the conveyancing fees, disbursements and VAT (if applicable), in respect of such transfer, and all expenses and legal costs incidental to the preparation and registration of any mortgage bond to finance the Purchase Price herein. The Purchaser undertakes to sign all transfer documents and to pay all amounts due timeously or on demand.

10.2. The Purchaser hereby specifically authorises the Seller's Attorneys to prepare, complete, sign and submit on behalf of the Purchaser all documents as may be required to be submitted to any local authority and/or SARS for the clearance of the Property for transfer, and the Purchaser specifically agrees that this document, once

signed by Purchaser and the Seller shall be sufficient authority to the Seller's Attorneys for the preparation, completion, signature and submission.

10.3. 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 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 the Purchaser shall, notwithstanding that the amounts due in terms hereof have been paid or secured, become liable to pay the Seller penalty interest, at the rate of 2 percent above prime calculated on the purchase price (less the deposit paid and invested for the benefit of the Seller) from the said 8th (eighth) day until the date of transfer, (both days inclusive).

10.4. The Purchaser undertakes to comply with all its obligations in terms of FICA, as set out in Annexure 1 within 7 (seven) days from date of acceptance of these Rules of Auction by the Seller and to provide to 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.

11. **POSSESSION AND RISK**

11.1. Except as otherwise provided in, and subject to, clause 7 and 11.2 possession and occupation of the Property, shall be given and taken on the date of registration of transfer from which date all risks and benefits of ownership in respect of the Property shall vest in the Purchaser.

11.2. Should the Purchaser take possession of the Property prior to registration of transfer, he shall pay occupational interest calculated in accordance with clause 7.

11.3. Should the Purchaser take possession of the Property prior to registration of transfer, the Purchaser shall:

11.3.1. at its own expense 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, notifying the Seller of the instatement of the policy and procuring that the Seller's interest in the Property shall be endorsed against such policy until date of registration of transfer; and

11.3.2. be liable for and undertake to pay all costs of electricity and water as may be levied in respect of the Property; and

11.3.3. 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 and the Mortgagee under any bond registered against the Property, which consent shall not be unreasonably withheld.

11.4. Occupation of the Property by the Purchaser or persons on the authority of the Purchaser shall not create any right of tenancy either in terms of any statutory provision or at common law.

12. **EXISTING TENANCIES**

12.1. The Property is sold subject to all existing tenancies. 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.

12.2. If the highest bid obtained at the auction for the sale of the Property subject to the existing tenancies 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 which was not brought to the attention of the holder of the mortgage bond.

13. **REPAIRS AND IMPROVEMENTS**

13.1. The Purchaser shall not be entitled to effect any alterations to the Property prior to registration of transfer without the prior written consent of the Seller and the Mortgagee under any bond registered against the Property.

13.2. The Seller shall not be obliged to compensate the Purchaser for any alterations, whether authorised or not, in the event of the sale being cancelled.

13.3. The Purchaser shall be liable for any damages suffered by the Seller as a result of any alterations effected by the Purchaser.

14. **VOETSTOOTS, EXTENT AND REPRESENTATIONS**

14.1. The Seller hereby sells the Property to the Purchaser, voetstoots and in the condition it lies as at date of signature, subject to all conditions and servitudes contained or referred to in current or prior Title Deeds of the property 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.

14.2. The Seller shall not be liable for any defects in the Property, whether latent or patent or otherwise. The Purchaser shall be deemed to have examined the current Title Deed and satisfied himself as to the conditions contained therein as at date of signature hereof by him.

14.3. Should the Property be erroneously described herein or should the area of the Property be found to differ from that stated in the current or any prior title deed, the parties hereby agree to the rectification of the Property description above to conform to the description of the Property as set out in the current or prior title deeds. The Seller shall not be liable for any shortfall nor shall he be entitled to claim additional compensation for any excess consequent upon any such erroneous citation of the extent of the Property.

14.4. The Purchaser acknowledges that he has not been induced to enter into these Rules of Auction by any express or implied information, statement, advertisement or representation made or any express or implied 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, except as recorded herein.

14.5. The Purchaser acknowledges that it is fully acquainted with the Property that he has purchased alternatively that he/she has elected to purchase the Property without fully acquainting him/herself therewith.

14.6. Annexure 2 hereto sets out information pertaining to the Property which is specifically brought to the attention of the Purchaser.

15. **BREACH BY THE PURCHASER**

Should the Purchaser fail to perform any obligation in terms of these Rules of Auction, including but not limited to the payment of the deposit, the balance of the purchase price or any other costs due in terms of these Rules of Auction, then the Seller shall be entitled, in addition to and without prejudice to all other rights or remedies which it may have including the right to claim damages and without notice, to:-

15.1. cancel these Rules of Auction and thereupon: -

15.1.1. to re-sell the Property either by public auction or private sale at the risk and expense of the Purchaser; and

15.1.2. to retain all amounts paid by the Purchaser, after payment of the Auctioneer's commission, as rouwkoop, or by way of a penalty or as liquidated damages, or as a payment in respect of the prejudice which the Purchaser agrees would in such a situation have been suffered by the Seller as a result of the Purchaser's breach; and/or

15.1.3. to recover such damages as the Seller may be able to prove the Seller has sustained, in which event the Seller shall be entitled to retain all payments made by the Purchaser until the actual amount of damages has been determined by a Court, and thereupon set-off such damages against the aforementioned payments and to claim the balance from the Purchaser; OR

15.2. to claim and enforce specific performance of the terms hereof including the full payment of the purchase price owing at the date of the Purchaser's breach and to additionally recover all damages suffered consequent upon the Purchaser's breach.

15.3. Upon cancellation of these Rules of Auction 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.

16. **BREACH BY THE SELLER**

If the Seller commits a breach of these Rules of Auction or fails to comply with any of the provisions hereof, then the Purchaser shall be entitled to give the Seller 7 (seven) days' notice in writing in which to remedy such breach or failure. If the Seller fails to comply with such notice then the Purchaser shall be entitled, without prejudice to any other rights or remedies which it may have in law, including the right to claim damages:

16.1. to cancel these Rules of Auction and to claim a full refund of all money paid in terms hereof to the Seller; or

16.2. to claim immediate performance of all the Seller's obligations in terms hereof.

17. **LEGAL COSTS**

A party in breach of its obligations under these Rules of Auction shall be liable for collection commission and all legal costs incurred by the other party in enforcing the terms of these Rules of Auction, on an attorney and own client scale.

18. **NOMINATED ADDRESSES**

18.1. The Purchaser and the Seller hereby choose as their respective addresses for all purposes in respect of these Rules of Auction, including all notices and Court process to be delivered in terms hereof, the address recorded below his signature hereunder (in each case the party's *domicilium citandi et executandi*). Any notice sent by pre-

paid registered post shall be deemed to have been received on the fifth business 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.

- 18.2. Notwithstanding anything to the contrary herein contained, any written notice or communication actually received by a Party to these Rules of Auction shall be deemed to be adequate written notice or communication to him notwithstanding that it was not sent or delivered at the chosen address or transmitted to such Party's telefax number and/or email address as stipulated herein.

19. **JOINT AND SEVERAL LIABILITY**

If these Rules of Auction 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*.

20. **SECTION 112 OF THE COMPANIES ACT**

20.1. It is recorded that the Seller and the Purchaser are aware of the provisions of Section 112 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.

20.2. Accordingly, the Seller warrants and undertakes to the extent that the provisions of Section 112 are applicable to the sale of the Property it will procure that the directors of the Seller is granted the necessary authority in terms of Section 112 to dispose of the Property, then within 10 (ten) days of the acceptance date the Seller and to the extent required, procure that its shareholders pass a special resolution ratifying the sale of the Property.

21. **NOMINEE**

The Purchaser shall be entitled, by notice in writing to the **Seller**, to nominate a duly authorised nominee in his place as **Purchaser**, upon the following terms and conditions:

21.1. 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**;

21.2. the notice shall set out the name and address of the nominee so nominated as **Purchaser**;

21.3. the notice shall be accompanied by the nominee's written acknowledgement:

21.3.1. that it is fully aware of all the terms and conditions of these Rules of Auction as if fully set out in such written acknowledgement; and

21.3.2. that it is bound by the provisions of these Rules of Auction as the Purchaser;

21.4. should the Purchaser nominate a nominee in terms of this clause, then:

21.4.1. all reference to the Purchaser in these Rules of Auction shall be deemed to be a reference to its nominee; and

21.4.2. 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 these Rules of Auction, including damages, and renounces the benefits of division and excussion;

21.4.3. and both the Purchaser and the nominated nominee shall indemnify the Seller and the Auctioneer against any claims relating to any transfer duty which SARS may deem is payable or should have been payable in respect of any transaction deemed to exist between them.

22. **COMPANY, CLOSE CORPORATION AND TRUST PURCHASERS**

- 22.1. Should the Purchaser sign these Rules of Auction on behalf of a company to be formed, the signatory shall be deemed to be personally liable in terms of these Rules of Auction should the company not be so formed and ratify and adopt these Rules of Auction within 30 (thirty) days of the date of signature hereof. The Purchaser by his signature hereto binds himself as surety for and co-principal debtor with the company under renunciation of the benefits of excussion and division after the incorporation and ratification of such company, for the full, due and timeous performance of such company of all its obligations under these Rules of Auction.
- 22.2. If such company fails to adopt or ratify these Rules of Auction and the transaction contemplated herein agreement within 15 (fifteen) days after date of its incorporation, then the signatory shall be deemed as from the date hereof to have entered into these Rules of Auction in his personal capacity and to have acquired all the rights and obligations of the **Purchaser** under these Rules of Auction.
- 22.3. Should the Purchaser be a registered company, the signatory and the Purchaser hereby warrant in favour of the Seller that all the directors and shareholders of such company will bind themselves jointly and severally as sureties for and co-principal debtors with the Purchaser to the Seller for the due and punctual performance by the Purchaser of all its obligations in terms of these Rules of Auction, and that they will execute on demand a deed of Suretyship in such form as may be required by the Seller or the Auctioneer on the Seller's behalf.
- 22.4. In the event of the Purchaser being a Close Corporation, the above conditions shall apply *mutatis mutandis* to the Corporation and its Members.
- 22.5. In the event of the Purchaser being a Trust, the conditions contained in 22.3 shall apply *mutatis mutandis* to the Trust and its trustees.

23. **CERTIFICATES TO BE OBTAINED**

- 23.1. The Purchaser acknowledges that he is aware that the Seller is not a "user" as defined in the Occupational Health and Safety Act 88 of 1993 and that there is no current Electrical Compliance Certificate issued for this property.
- 23.2. The purchaser at his own cost obtain:
 - 23.2.1. A Certificate of compliance with the Government Regulations No. 2920/1992 to the effect that the electrical installation on the property complies with SABS 0142, or is reasonably safe;
 - 23.2.2. A Certificate to the effect that the improvements on the property are free from infestation by timber destroying insects, or shall waive all rights it has to an entomologist certificate, and agree to acquire the property, to the extent permitted by national, provincial or local laws, without the benefit of an entomologist certificate,
 - 23.2.3. A certificate of conformity in respect of any gas installation on the property; and
 - 23.2.4. any other certificates as may be required by law in relation to the Property.
- 23.3. The Seller undertakes to grant the Purchaser or its agent or nominated contractor(s) reasonable access to the Property and the relevant fixtures, fittings or areas as may be reasonably necessary for the purposes of assessing the Property and making such repairs or improvements or administering such chemicals as are reasonably required to procure the issue of the certificates required under 23.2 above.

24. **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 or AFSA for any relief sought. These Rules of Auction shall be governed in terms of the law of the Republic of South Africa.

25. **GENERAL PROVISIONS**

25.1. These Rules of Auction, read constitute the whole agreement between the Seller and the Purchaser and the Auctioneer as to the subject matter hereof.

25.2. In addition to their obligations in terms of these Rules of Auction, and notwithstanding 26.1, the Auctioneer and the Seller acknowledge that their undertakings in terms of the Auctioneer Appointment Agreement are binding as between them in addition to the obligations in terms of these Rules of Auction.

25.3. No extension of time, waiver, indulgence or suspension of any of the provisions of these Rules of Auction, which any Party hereto may have given, shall be binding unless recorded in a written document signed by all Parties.

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

25.5. 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.

25.6. 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.

25.7. The term "writing" shall be interpreted to include communications by email or facsimile.

25.8. The signatory on behalf of each of the Seller, the Auctioneer and the Purchaser warrant that they are duly authorised to sign these Rules of Auction.

25.9. The parties agree, in the event that the Property is a sectional title property, that any applicable provisions of the Sectional Titles Act shall be adhered to in giving effect to the transaction contemplated herein, and that this offer shall apply to the unit sold in terms hereof together with the undivided share in the common property and to all exclusive use areas applicable to the unit.

26. **MASTERS CONSENT**

Insofar as may be required in law this sale and the terms and conditions hereof are subject to all necessary consents being obtained from the Master of the High Court, this sale is subject to such consent. Should such consent not be obtained, or should the Master of the High Court decline for any reason, then this agreement shall lapse and be null and void. In such event, the Seller shall be obligated to repay to the Purchaser all amounts which has been paid by him by virtue of this agreement against payment by the Purchaser to the Seller of reasonable compensation for all benefits which the Purchaser has had as a result of this agreement, in particular, but not limited to,

occupational rent as calculate above (if applicable), but the parties shall otherwise have no further claims against each other.

THE PROPERTY WAS OFFERED FOR SALE BY PUBLIC AUCTION ON THE

_____ DAY OF _____

And sold by the rise for the amount of

R _____

(words) _____

(PLUS VALUE ADDED TAX IF APPLICABLE)

Where the Purchaser is a juristic person:

TO:

COMPANY/ CLOSE CORPORATION/ TRUST/ OTHER _____

(hereinafter referred to as the "**Purchaser**")

ENTITY REGISTRATION NO.: _____

ENTITY ADDRESS: _____

TELEPHONE DETAILS: _____

_____ (landline) _____

_____ (Fax) _____

_____ (Email) _____

_____ (Cell) _____

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

SPOUSE'S NAME _____

SPOUSE'S ID NO _____

Where the Purchaser is a natural person:

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 THESE RULES OF AUCTION.

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

AS WITNESS:

1. _____

Purchaser, (who warrants that he or she is duly authorised hereto) (and where applicable, the signatory binding himself as surety and co-principal debtor *in solidum*) AS WITNESS:

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

And hereby accepting all rights conferred upon it in terms of these Rules of Auction

1. _____

THE AUCTIONEER

duly authorised

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 Rules of Auction foregoing 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 Rules of Auction 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**

**AUCOR BLOEMFONTEIN (PTY)
LIMITED**
duly authorised

SURETY ADDRESS: _____

Tel No: _____
EXTRACT FROM THE MINUTES OF A MEETING OF THE MEMBERS OF

.....

HELD ATON

RESOLVED THAT:

1. The CLOSE CORPORATION BUYS the following PROPERTY

ERF 839 BOETRAND

from **IMRAN DINATH & CORNELIA CAROLINA MIENIE** **IN THEIR**
CAPACITY AS APPOINTED TRUSTEES OF THE INSOLVENT ESTATE OF DEON
DE VILLIERS (ID NUMBER 7006155170087) & GESINA CHRISTINA SUSAN
DE VILLIERS (ID NUMBER 6808200022087) (IN LIQUIDATION)
MASTER'S REFERENCE NO: T1827/17

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 ATON

RESOLVED THAT:

2. The Company BUYS the following PROPERTY

ERF 839 BOETRAND

from **IMRAN DINATH & CORNELIA CAROLINA MIENIE** **IN THEIR**
CAPACITY AS APPOINTED TRUSTEES OF THE INSOLVENT ESTATE OF DEON
DE VILLIERS (ID NUMBER 7006155170087) & GESINA CHRISTINA SUSAN
DE VILLIERS (ID NUMBER 6808200022087) (IN LIQUIDATION)
MASTER'S REFERENCE NO: T1827/17

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 ATON

RESOLVED THAT:

3. The Trust BUYS the following PROPERTY

ERF 839 BOETRAND

from **IMRAN DINATH & CORNELIA CAROLINA MIENIE** **IN THEIR**
CAPACITY AS APPOINTED TRUSTEES OF THE INSOLVENT ESTATE OF DEON
DE VILLIERS (ID NUMBER 7006155170087) & GESINA CHRISTINA SUSAN
DE VILLIERS (ID NUMBER 6808200022087) (IN LIQUIDATION)
MASTER'S REFERENCE NO: T1827/17

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);
- [3] South African Income Tax reference number.

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

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:

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, will be supplied to such Purchasers, in due course.

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

(ANNEXURE 2)

Specific items brought to the attention of the Purchaser: