



CONDITIONS OF SALE OF IMMOVABLE PROPERTY

Whereby
JOVANOVSKI PROPERTIES CC
trading as **RAWSON AUCTIONS**
("the Auctioneer/Agent")

Of
222 Main Road, Rondebosch, Cape Town
duly instructed by

("the Seller")

hereby offer for sale, the following immovable Property:

PROPERTY ADDRESS

ERF NO.: _____

In extent: _____ square metres/hectares Held by Deed of Transfer No. T _____

Together with all improvements thereon ("the Property") on the following terms and conditions:

1. AUCTION/SALE PROCEDURE

- 1.1 This Property is sold subject to confirmation. The Seller shall be entitled to instruct the Auctioneer/Agent to accept the offer. The Seller and the Auctioneer are entitled, in their absolute discretion to withdraw the Property from auction or sale prior to acceptance by the Seller.
- 1.2 The Property shall be sold to the highest bidder or offeror, subject to the terms hereof. No bid/offer may be withdrawn prior to the expiry of the confirmation period, during which time the offer shall be open for acceptance by the Seller or his Agent/Auctioneer.
- 1.3 In the event of any dispute between the bidders/offerors, the decision of the Auctioneer shall be final and binding and shall not be subject to interpretation.
- 1.4 Should an error be made by the Auctioneer at any time prior to acceptance hereof, the Auctioneer may correct such error.
- 1.5 The Property is sold with a reserve price and should this reserve price not be obtained; the Property may be withdrawn from auction/sale process unless the Seller has instructed the Auctioneer to accept any lower bids or offers.





- 1.6 The Auctioneer or his agent shall be entitled to bid up to the reserve price on behalf of the Seller at the auction, but the Auctioneer or his agent's bid may not equal or exceed the reserve price.
- 1.7 If sold by auction, the highest bidder ("the Purchaser") shall sign these Conditions of Sale as is immediately on the fall of the hammer and shall have done so with full knowledge of the conditions contained herein.
- 1.8 On receipt of a higher offer from a third party prior to confirmation, which offer shall be made in writing to the Auctioneer and, subject to the same terms and conditions as set out herein, the original bidder at the auction shall have the right to equal such offer, which offer shall be preferent to any other offers including any pre-auction offers.

2. ACCEPTANCE AND CONFIRMATION

- 2.1 The Purchaser's offer shall be open for acceptance by the Seller for 7 (seven) days from date of signature by the Purchaser ("confirmation period").
- 2.2 Either the Seller or the Auctioneer, on behalf of the Seller may accept the Purchaser's offer at any time prior to the expiry of the confirmation period ("acceptance date").
- 2.3 Should the Seller reject the Purchaser's offer (only if below the reserve price), the Auctioneer will repay to the Purchaser any deposit and commission paid to it without any further claims arising out of this offer.
- 2.4 In the event of the sale requiring the consents and/or clearances of any statutory authority or any court of law, then this sale is subject to such consents and/or clearances and all parties concerned shall offer their full assistance in the obtaining of these consents/clearances.

3. PURCHASE PRICE

The Purchase Price of the Property, plus Value Added Tax (VAT)) if applicable, shall be paid as follows:

- 3.1 A deposit of 5% (five percent) of the Purchase Price to the Auctioneer by the Purchaser immediately on the fall of the hammer or signature of this agreement by the Purchaser, as the case may be, which amount the Purchaser hereby authorises the Auctioneer to pay over to the Seller's attorneys without set off or deduction; The provisions of this clause 3.1 shall constitute authority to the Seller's attorneys, in terms of Section 78(2A) of the Attorneys Act, to invest the deposit and any other amounts paid to them in an interest bearing account pending registration of transfer or cancellation of the sale in terms in of clause 12.1 (whichever is applicable) with interest to accrue to the Purchaser and to deduct an administration fee in respect thereof.
- 3.2 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 with interest accruing to the Purchaser, pending registration of transfer into the name of the Purchaser. The aforesaid guarantee OR bond





confirmation shall be presented and/or cash shall be payable by the Purchaser to the Seller's attorneys within 45 (forty-five) days after signature of these Conditions of Sale by the last signing party hereto.

4. VALUE ADDED TAX

4.1 The Seller **is / is not*** a vat vendor for the purposes of this sale.

*** delete whichever is not applicable**

4.2 The Purchase Price is exclusive of VAT, if applicable. 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 therefor. The Seller shall then issue with a VAT Invoice upon the transfer date.

5. COMMISSION

5.1 The Purchaser shall be liable for and pay, in addition to the amounts payable in terms of clauses 3.1, 3.2 and 4 hereof and, subject to the provisions contained in clause 2.3 above, the Auctioneer's commission of 10% (ten percent) of the Purchase Price, plus VAT thereon. such commission shall be deemed to have been earned and is payable immediately upon the fall of the hammer (if sold by auction), or upon signature of this agreement by the Seller (if sold by private treaty), as the case may be.

It is specifically recorded and agreed that the Auctioneer's commission shall be treated as the first charge against any amounts paid or payable by the Purchaser, in terms of these Conditions of Sale.

5.2 The purchaser hereby confirms that in the event that their bid is the highest on the day of the auction, the available funds for the non-refundable deposit of 5% and the non-refundable commission of 10% plus, VAT will be paid to the sellers transferring attorney and to the auctioneer by 16h00 on the day of the auction.

5.3 Once Rawson auctions has received the reserve price, or an amount accepted by seller our mandate has been completed and commission shall be deemed to have been earned.

5.4 Any late commission will be charged pro rata of 3% plus prime per month.

6. OCCUPATION AND POSSESSION

6.1 Occupation and possession shall be given by the Seller and taken by the Purchaser on the date of registration of transfer or, if earlier, by mutual written agreement.

6.2 Should occupation and possession be given and taken prior to registration of transfer, then the risk in and benefit of the Property shall pass to the Purchaser on such date. This means that the Purchaser shall become responsible for the structural insurance in respect of the Property, the payment of rates and taxes and other consumption charges related to the Property, together with the maintenance of the Property.

6.3 The Purchaser, at his own expense, shall insure the Property and improvements thereon for the full replacement value thereof from date of possession until date of registration of transfer





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.

- 6.4 The Purchaser may not, however, enter into any rental arrangements with a sub-tenant from the occupation and possession date, and may only do so prior to registration of transfer with the Seller's prior written consent.
- 6.5 The Purchaser may not attend to any alterations or additions to the Property from the date of occupation and possession to the date of transfer, unless the Seller's prior written consent has been obtained. 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.
- 6.6 Should the Purchaser take occupation and possession of the Property prior to registration of transfer, he/she shall pay occupational interest, calculated at the rate of 10% (ten percent) per annum on the balance of the Purchase Price (being the Purchase Price less the deposit paid), as from the date of possession to the date of registration of transfer without deduction or set-off. Such occupational interest shall be payable, on demand, to the Seller's attorneys, and shall be payable monthly in advance on a pro rata basis.
- 6.7 In the event that this sale is cancelled, due to any reason whatsoever, the Purchaser and/or anyone claiming occupation of the Property, shall vacate the Property immediately and without further notice.

7. RATES, TAXES AND SUNDRY EXPENSES

- 7.1 The Seller shall be liable for all rates and taxes, other Municipal charges levied on the Property and if applicable, body corporate levies for the period prior to date of occupation and possession and the Purchaser shall be liable for all rates and taxes, consumption charges and other Municipal charges levied thereafter.
- 7.2 The Purchaser shall refund to the Seller a pro rata share of all rates and taxes, consumption charges and body corporate levies (if applicable) paid in advance by the Seller for the period after the date of possession, which refund shall be paid upon registration of transfer or as soon as possible thereafter (once determined).

8. WITHHOLDING TAX

It is recorded that the Seller, Auctioneer and Purchaser are aware of an obligation on the part of the future Purchaser of the Property to withhold part of the Purchase Price from the Seller, should such Seller be a non-resident, and pay such withheld portion to the South African Revenue Services (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 attorney attending to the transfer of the Property hereby sold, against any claim whatsoever 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 attorney and/or the Auctioneer, in respect of any action or inaction by them in terms of the Act, on information supplied to them by the Seller, or any other source.
- 8.3 In the event that the Seller has warranted that he is a resident and information leads the Auctioneer or the Seller's attorney to suspect that the Seller is a non-resident, the Auctioneer, or the Seller's attorney may, by notice, call upon the Seller to obtain directive from SARS, prior to registration of transfer, as to his resident status, failing which the provision of clause 8.4 below shall apply.
- 8.4 In the event that the Seller is a non-resident for tax purpose upon a proper interpretation of the terms of the Income Tax Act:
- 8.4.1 The Seller irrevocably consents to the Seller's attorney upon registration of transfer, to withhold the prescribed percentage of the Purchase Price and to pay same to SARS within 14 days from registration or within the time periods stipulated in the Act as aforesaid.
- 8.4.2 Notwithstanding the provision of 8.4.1 above, the Seller shall be entitled to obtain a directive from the South African Revenue Services for the non-withholding of tax or the reduced withholding, of tax, which directive shall be delivered to the Seller's attorney prior to registration of transfer, failing which the Seller shall be bound by the percentage withholdings as set out in the Act.

9. TRANSFER AND COSTS

- 9.1 Transfer of the Property shall be passed by the Seller's attorney as soon as possible after date of confirmation by the Seller.
- 9.2 All normal costs of transfer of the Property, including transfer duty, if applicable, and all other costs necessarily incurred, shall be paid by the Purchaser upon request by the Seller's attorney.
- 9.3 The Seller and Purchaser undertake to sign all documents necessary to register transfer of the Property immediately upon request of the Seller's attorney.

10. EXISTING TENANCIES





The Property is sold subject to the existing tenancy, if any. If applicable, the Purchaser acknowledges having been given a copy of the lease/s in respect of the Property prior to signature hereof by the Purchaser. The Purchaser acknowledges that he is wholly satisfied with the terms and conditions of the said lease/s.

11. VOETSTOOTS

- 11.1 The Property is sold “as is” (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 Municipality in which it is situated and to the zoning applied to it under the Town Planning Scheme.
- 11.2 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.
- 11.3 The Purchaser hereby acknowledges that he has not been induced into entering into this agreement by any express or implied information, statement, advertisement, or representation made by the Auctioneer or any other person, or by or on behalf of the Seller or Auctioneer. An advertisement is considered an invitation to make an offer and is a mere declaration of an intention to hold an auction/sell the property. The Purchaser hereby waives any rights whatsoever which he may otherwise have obtained against the Seller or Auctioneer as a result of such information, statement advertisement or representation made by or on behalf of the Seller or Auctioneer.
- 11.4 The Purchaser is aware of his rights in terms of the Consumer Protection Act, No. 68 of 2008 (“the CPA”) to inspect the Property and/or goods and hereby confirms that he has wholly satisfied himself by personal inspection, or by means of independent sources of information, prior to the signature hereof, concerning the condition of the Property, its soil conditions, heritage status, as well as any burdens or servitudes to which the Property may be subject, and; also concerning all advantages and disadvantages attaching to the Property. The Purchaser accordingly, hereby agrees that the Seller or Auctioneer shall not be liable to him in respect of any failure or omission by the Seller or Auctioneer to inform him of any such conditions, qualities or otherwise, of whatsoever nature and howsoever arising. The Purchaser acknowledges that Section 55(1) of the CPA, dealing with the consumer’s rights to safe, good quality goods do not apply to goods bought at an auction.





12. BREACH

- 12.1 If the Purchaser fails to pay any amount due in terms of this agreement or commits any breach of this agreement and fails to pay such amount or remedy such breach within 7 (seven) days of receipt of written notice calling upon the Purchaser to do so, the Seller shall be entitled to demand specific performance in terms of this agreement, including but not limited to immediate payment of the full outstanding balance of the Purchase Price, or to cancel this agreement immediately and in such event, the Purchaser shall be liable to pay to the Seller, in addition to any commission payable in terms of this agreement, damages, which shall include but not be limited to any and all additional costs associated with re-auctioning of the Property, and any additional advertising costs, interest and damages suffered by the Seller as a result of the Purchaser's breach and the subsequent cancellation of the agreement. The Seller shall be entitled to retain any monies paid by the Purchaser, whether to the Seller, the Seller's attorneys, the Auctioneer or any other agent whatsoever, as the agreed genuine pre-estimate of the Seller's liquidated damages.
- 12.2 Notwithstanding what is contained herein, should the Purchaser pay any portion of the deposit and/or other monies due in terms hereof, but not pay a portion of or the full commission as required under these Conditions of Sale, the parties record and agree that the Auctioneer shall be entitled (or instruct the Seller's attorneys), to deduct from any portion of the deposit or other monies paid under these Conditions of Sale, the value of its commission (which is to be paid over to the Auctioneer if held by the Seller's attorneys) and direct costs, and; the Auctioneer or Seller's attorneys shall thereafter recover any shortfall thereon from the Purchaser.
- 12.3 It is recorded further that the deduction by the Auctioneer of commission due to it under the sale does not absolve the Purchaser from any and all other obligations arising from these Conditions of Sale.
- 12.4 In addition to the provisions relating to the damages contained in clause 12.1 above, the Purchaser shall be liable to the Seller for *mora interest*, calculated at the percentage of 12% per annum on the full the full purchase price, from the date on which the breach notice mentioned herein was given to date on which the breach was remedied.

13. BREACH / COMMISSION

Rawson Auctions commission is paid by the purchaser on signature of acceptance of this Conditions of Sale by the seller. The commission plus VAT is non-refundable.

In the event of the sale being cancelled;

Rawson Auctions is in no way liable for this. Rawson Auctions indemnifies themselves against any claims or litigation between the purchaser and the seller. The matter would have to be resolved between the purchaser and the seller.

14. INDEMNITY

Rawson Auctions, the staff and the auctioneer indemnify themselves against any claims, damages or being sued because of any litigation between the purchaser and the seller relating to the auction of the property. Rawson Auctions is not liable for any litigation between the purchaser and the seller.





15. LEGAL COSTS

The Purchaser shall be liable for all legal costs incurred by the Seller and the Auctioneer in enforcing the terms of this Agreement, on an attorney and own client scale, including collection commission.

16. DOMICILIUM AND NOTICES

16.1 The Purchaser and the Seller hereby choose domicilium citandi et executandi for all purposes in respect of this agreement, including notices and Court process, at the address recorded below his signature hereunder.

16.2 Any notice or communication required or permitted in terms of these Conditions of Sale shall be valid and effective only if in writing, but it shall be competent to give such notice by telefax or e-mail.

16.3 Either party may by notice to the other change the physical address chosen as its/his domicilium, or may advise a telefax number or e-mail address or change the telefax number or e-mail address; provided that such change[s] shall only become effective on the sixth business day after the date of receipt, or deemed date of receipt, of such notice by the addressee.

16.4 Any notice to a party shall -

16.4.1 If sent by pre-paid registered post, be deemed to have been received on the sixth business day after posting unless the contrary is proved.

16.4.2 If delivered by hand, shall be deemed to have been received on the day of delivery or on the next business day if the day of delivery is not a business day.

16.4.3 If sent by telefax, shall be deemed to have been received on the date of sending or on the next business day if the time of sending is not on a business day unless the contrary shall otherwise be proved.

16.4.4 If e-mailed, shall be deemed to have been received on the date of sending.

16.4.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party to this Agreement shall be an adequate written notice or communication to it/him notwithstanding that it was not sent to or delivered at the chosen domicilium citandi et executandi or transmitted to such party's telefax number or e-mail address as stipulated herein.





17. PROVISIONS OF THE COMPANIES ACT

17.1 It is recorded that the Seller and Purchaser are aware of the provisions of section 112, read with section 115, of the Companies Act 71 of 2008 (as amended from time to time) ("**Companies Act**"), which require that where the Seller is a company and the Property constitutes either all or the greater part of the assets or undertaking of the Seller, the directors of the Seller shall not have the power, save by a special resolution of the shareholders of the Seller, taken in terms of the said section 115 to dispose of the Property in terms of the said section 115, and that, where the provisions of section 112 are applicable, such special resolution shall be a condition precedent to the transaction contemplated in these Conditions of Sale.

17.2 Accordingly, the Seller warrants that:

- 17.2.1 The provisions of section 112 **are/are not*** applicable to the sale of the Property; and
- 17.2.2 More than 10% (ten percent) of the issued share capital of the Seller **has / has not*** been transferred in the 24 (twenty-four) months immediately prior to the Signature of these Conditions of Sale; and
- 17.2.3 Part B and C of Chapter 5 of the Companies Act **do / do not*** apply to the Seller;
- 17.2.4 if section 112; and/or if the provisions of Part B and C of Chapter 5 of the Companies Act is applicable to the sale of the Property, the Seller shall comply fully with the provisions of the Companies Act, at his cost, prior to the transfer date and, notify the Seller's attorney, in writing, that it has done so.

*** delete whichever is not applicable**

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 close of business on the confirmation date;
- 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; 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, 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.

19. COMPANY TO BE FORMED

19.1 In the event of the Purchaser signing this agreement in his capacity as agent or trustee for a company to be formed and the Purchaser fails within 30 (thirty) days from date of acceptance and confirmation of this agreement to register such company in terms of section 21 of the Companies Act, then the Purchaser shall be deemed as, from the date thereof, to have entered into this agreement in his personal capacity and 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, then the Purchaser by his signature or ratifying this agreement, 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 AND ELECTRICAL FENCE CERTIFICATE

21.1 The Seller shall, prior to the transfer date and at his expense, provide the Purchaser with a valid Electrical Certificate of Compliance in respect of the electrical installation on the property issued in terms of the applicable Electrical Regulations promulgated under the Occupational Health and Safety Act No, 85 of 1993, in force at the time.

21.2 The Seller is obligated to deliver to the Seller's attorneys at his own expense, a Certificate of Compliance, issued by a registered person in terms of the Occupational Health and Safety Act 85 of 1993 and the Electrical Machinery Regulations 2011 with regard to the working of the electrical fence (if any), wherein the registered person states that he/ she has examined the electrical fence and guarantees that the fence complies with the provisions of Section 44 of the Regulation. The Certificate is transferrable unless any alterations or extensions have been made to the electrical fence.





22. PLUMBING, GAS AND BEETLE CERTIFICATES

- 22.1 The Seller will supply the Purchaser and Seller's attorneys with a valid Certificate of Compliance of Water Installation in accordance with Section 14(2) of the City of Cape Town Water By-Law 2010, prior to the transfer date, where applicable in terms of the said By-law. The Seller is required at his own cost to provide the Purchaser and the Seller's attorneys with a written certificate, signed by an accredited plumber in respect of the premises in which he certifies that he has inspected the premises, that the water meter is registering, that there are no defects that can cause water to run to waste and there is no ingress of rainwater into the sewerage system. Any defect found, which must be rectified in order to issue such Certificate, will be repaired by the Seller prior to the transfer date at the Seller's costs. Upon the issue and receipt of such a certificate, no further liability shall lie with the Seller
- 22.2 The Seller shall obtain at his expense, a Certificate of Compliance for the gas installation, if any, in respect of the prevailing gas legislation then in force at the time. The Seller undertakes not to make any changes in respect of the gas installation in the Property after delivery of the Certificate of Compliance.
- 22.3 The Seller shall, at its expense, provide the Purchaser with a valid Beetle Free Certificate in respect of all accessible parts of the Property (but specifically excluding any freestanding structures not constituting residential premises (any sheds, wendy houses, carports, fences and similar structures), for infestation by either hylotrupes bajulus or oxypleuris nodieri beetles, prior to the Transfer Date.

23. MAGISTRATES' COURT JURISTITION

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 foregoing, this shall not preclude either party from approaching the High Court of South Africa for relief sought.

24. APPROVAL OF THE MASTER AND OTHER STATUTORY APPROVALS

If the sale requires the approval of the Master of the High Court, it is subject thereto, and if he declines and fails for any reason to approve the sale or if the Seller is unable to perform any of its obligations hereunder by reason of any refusal by any lawful authority to approve any subdivisions or diagrams or to register the transfer for any lawful reason, then the Seller shall be entitled to cancel the sale and shall thereupon return to the Purchaser the sums paid on account of the Purchase Price or otherwise, and Rawsons shall refund the commission to the Purchaser, paid in terms of these Conditions of Sale. Upon such refunds being made, no party shall have any claims of any nature whatsoever against the other by reason of such cancellation.





25. FIXTURES AND FITTINGS AND CONTENTS

- 25.1 The Property is sold with all fixtures, fittings and accessories of a permanent nature which the Seller warrants are fully paid for, shall be in good working order as at the date of transfer, including but not limited to those listed below: -
- (a) fixed light fittings
 - (b) all fitted carpets (if any)
 - (c) curtain rods, rings, rails and blinds (if any)
 - (d) fitted cupboards, shelves and mirrors, fitted burglar bars / security gates (if any)
 - (e) alarm system and all remote controls
 - (f) oven, stove and/or hob
 - (g) all tv aerials and DSTV dish (h) all pool cleaning equipment (if any).
- 25.2 In the event that the Property is sold together with contents, then such contents shall be inventoried by the Seller and the Purchaser, or their duly authorized agents, and such inventory shall be attached hereto and initialled by the parties, and which list shall then be binding on the parties.

26. GENERAL CONDITIONS

- 26.1 Any latitude which may have been allowed by the Seller in respect of any breach by the Purchaser in terms hereof, shall not under any circumstances be deemed to be a waiver of the Seller's rights under this agreement nor a novation hereof, nor shall it prevent the Seller from exercising any right nor absolve the Purchaser from any obligation under this Agreement.
- 26.2 Should there be more than one Purchaser, their liability in terms of this agreement shall be joint and several.
- 26.3 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.
- 26.4 The parties signing this document confirm that they have read and understood all of the terms and conditions contained herein together with any annexures attached and agree that they are bound thereto and, furthermore warrant to each other that they have been duly authorised to sign such Conditions of Sale.
- 26.5 This Deed of Sale constitutes the entire Agreement between the parties and no other conditions, stipulations, warranties or representatives whatsoever have been made by either party or his agent other than such as are contained herein. No modification, variation or alteration hereto shall be valid unless in writing and signed by both parties or their respective agents.





27. BODY CORPORATE / HOME OWNERS ASSOCIATION

In the event that this is sectional title property or Property that is part of a Home Owners Association, then the Purchaser, on transfer hereof, shall become a member of such Body Corporate or Home Owners Association, as the case may be and, accordingly be bound by the Body Corporate Rules or Association's Constitution.

28. SOLD BOARD

The parties agree that, in the event of a successful sale having been concluded, and despite the Purchaser having taken occupation of the Property that the Auctioneer shall be entitled to place a SOLD BOARD on the Property for a period not exceeding 90 days after the date of the successful auction.

29. 72 HOUR CLAUSE

Should the seller at any time prior to the fulfilment of all suspensive conditions of this agreement receive an unconditional offer from Rawson Auctions to purchase this property which the seller, finds more acceptable and wishes to accept (written confirmation of all suspensive conditions to be produced when presenting such an offer) then the purchaser and/or the agency shall be notified of such a fact in writing and shall have 72 hours from time of receipt of notice, to waiver in writing the benefit of all the suspensive conditions in this agreement, thereby binding the Purchaser unconditionally to the agreement, failing which, the agreement will lapse and be of no further force or effect.

30. FICA

In terms of the Financial Centre Intelligence Act (FICA), you are required to provide us with a copy of your identity document and proof of residence (utility bill, not older than 3 months). Please attach it to the offer to purchase or submit within 48 hours of sending a signed offer to purchase.





THE PROPERTY WAS PUT UP FOR SALE BY PUBLIC AUCTION ON THE _____ DAY OF _____.

And sold by auction by the rise for the amount of R _____

(_____) plus, Value Added Tax (VAT), if applicable.

Bid Amount: _____

5% Deposit & 10% commission plus VAT

Plus, VAT (if applicable): _____

payable by the buyer on acceptance.

5% Deposit: _____

Non-refundable deposit & commission payable on acceptance of the seller.

10% Commission: _____

VAT on Commission: _____

Total Commission: _____

Total & Commission: _____

Rawson Auctions Banking Details

Bank: First National Bank Plumstead - **Account name:** Jovanovski Properties CC

Account Number: 62125735102 - **Branch Code:** 201109

TO:

COMPANY / CLOSE CORPORATION / TRUST: _____

(herein referred to as "the Purchaser")

ENTITY REGISTRATION NUMBER: _____

REPRESENTATIVE'S NAME AND IDENTITY NUMBER: _____

DETAILS OF THE RESOLUTION (date and place of signature: _____

ENTITY ADDRESS: _____

INCOME TAX REGISTRATION NUMBER: _____

VAT REGISTRATION NUMBER: _____

CONTACT DETAILS:

(Landline) _____ (Fax) _____

(Email) _____ (Cell) _____





Your Neighbourhood Experts

Tanya Jovanovski: 082 411 9599 - tanya.auctions@rawson.co.za

Office: 079 980 3457 / 064 640 5724 - auctions.adminwc@rawson.co.za

RAWSON

Auctions

TO: MR / MRS / MS

(herein referred to as "the Purchaser")

IDENTITY NUMBER/S: _____

ADDRESS: _____

CONTACT DETAILS:

(Landline) _____ (Fax) _____

(Email) _____ (Cell) _____

INCOME TAX REGISTRATION NUMBER: _____

VAT REGISTRATION NUMBER: _____

MARITAL STATUS (COP/ANC) _____

SPOUSE'S NAME: _____

SPOUSE'S ID NO: _____

SIGNED BY THE PURCHASER ON THE _____ DAY OF _____

PURCHASER (DULY AUTHORISED)

PURCHASER'S SPOUSE/CO-SIGNATORY (and where applicable the signatory binding him/herself as surety and co-principal debtor in solidium)

WITNESS

WITNESS

FOR OFFICE ONLY - RAWSON AUCTIONS

SIGNED BY JOVANOVSKI PROPERTIES CC TRADING AS RAWSON AUCTIONS

ON THE _____ DAY OF _____

FULL NAME OF SIGNATORY: _____

WITNESS

RAWSON AUCTIONS (Duly Authorised)





ACCEPTANCE AND CONFIRMATION OF THE SELLER

ACCEPTED BY THE SELLER ON THE _____ DAY OF _____

SELLER (DULY AUTHORISED)

SELLERS'S SPOUSE/CO-SIGNATORY

WITNESS

WITNESS

SELLER'S ADDRESS: _____

SELLER'S CONTACT DETAILS:

FULL NAMES: _____

ID NO. _____

CELL NO. _____

EMAIL: _____

DEED OF SURETYSHIP

I / We, the undersigned,

FULL NAME/S: _____

ID NO.: _____

do hereby interpose and bind myself / ourselves as surety and co-principal debtor/s in solidium 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 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 do accept domicilium et executandi at the address hereinafter set out.

THUS DONE AND SIGNED AT _____ this _____ day of _____ AS

WITNESS:

1. _____

SURETY

2. _____

RAWSON AUCTIONS (duly authorized)

ADDRESS: _____

CONTACT NO.: _____

EMAIL ADDRESS: _____





Client Identity Verification: Natural Person (South African or Foreign)

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If the client is being represented or assisted in this business relationship or transaction by another natural person, (a) fill in that other person's name below, and (b) complete a separate Client Identity Verification form for him/her.

Name of representative

This client's identity was verified by me, (name):

Signature Date

This completed form must be kept on file for five years. Hand it to the person responsible for keeping the records in your office. Make sure you also hand in the photocopies of the documents, e.g. ID book, which you used to verify the information.

Details of person whose identity is being verified:

Surname

First name(s)

Date of birth

ID number*

Nationality

I verified the details above by comparing them with (cross the applicable block):

- the client's South African identity document
the client's passport, issued by (name of country):
another document which contained these details as well as a photograph of the client, photocopies of which are attached hereto.

* If the client is not a South African citizen or permanent resident, verify his/her passport number instead

Home address

I verified the client's home address by (cross the applicable block):

- visiting the client at that address
other (supply details):





ADDENDUM FOR PRE-AUCTION OFFERS ONLY

Addendum to OTP – Property Address _____

This offer is accepted by the seller subject to a higher offer being made on date of auction being _____, in which event the purchaser will have the opportunity to bid a higher amount on the day and time of the auction. In the event that another bid is higher, and the purchaser of this offer does not outbid the other bidder, this auction offer will automatically be null and void with no force or effect.

The acceptance day of this offer will be extended to the auction date.

Seller

----- Date:

Buyer

----- Date:

Rawson Auctions
Tanya Jovanovski

----- Date:

