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TERMS AND CONDITIONS OF SALE OF IMMOVABLE PROPERTY BY ONLINE AUCTION

ONLINE Auction	www.barcoauctioneers.co.za/auction#auctions	Auction Open	Wed. 25 November 2026 @ 9:00
Auction Closes	Fri. 27 November 2026 @ 12:00	Auctioneer	Wesley Barnard

BARCO AUCTIONEERS (PTY) LTD
12 JOHAN ROAD/ 1 DEYSEL ROAD, HONEYDEW
ROODEPOORT, JOHANNESBURG

(the "Auctioneer")

Mandated on behalf of and duly instructed by

THE JOINT RECEIVER / LIQUIDATORS / EXECUTOR

E/L	**Coetzee Werner**
ID Number/s	**7111205254087**
Case Number:	**8446/2025**

("Hereinafter referred to as the "Seller")

intends to and hereby offers for sale by public auction to prospective Purchasers the following property more fully described as:

Erf Description	Erf 192 Ptn 354 Klipportje, Unit 15 SS Park Square 369/2008.
Address	Unit 15 Park Square Estate, 3 Baker Street, Klipportje AL,
Suburb and City	Boksburg, Ekurhuleni
Co-ordinates	-26.285571, 28.236118
Title Deed No.	ST56686/2008
Registered area	53sqm
Municipality	Ekurhuleni
Province	Gauteng

("the Property")

INTRODUCTION

The Auctioneer undertakes in terms of what is herein set out and its mandate and authority granted to it by the Seller, to sell the aforementioned property by public auction on behalf of the Seller, to the Purchaser on the following terms and conditions and according to the published Rules of Auction:

1. AUCTION PROCEDURE:

1.1 The terms and conditions of this agreement incorporate the RULES OF AUCTION which is available on the website at http://wwwbarcoauctioneers.co.za and are available from the Auctioneer's office on 010 125 0322. The Rules will also be available at the auction.

1.2 The Auctioneer shall have the sole and exclusive control and the right to regulate any bidding as it may arise, which rights include the authority to correct any error made by him, whether by commission or omission.

1.3 Should the Auctioneer have any reason to believe that a Purchaser is not able to pay the deposit or the purchase price, he is entitled to refuse an offer from such a Purchaser, or accept it provisionally, unitl he is satisfied that the Purchaser is able to pay the aforesaid amount. Should an offer be rejected under these circumstances, the Sale Object can immediately be put up for sale again.

1.4 The highest bidder, whose bid is accepted by the Auctioneer's decision and determination concerning the same shall be final and binding upon the parties.

1.5 The Auctioneer may, if so mandated by the Seller, forthwith at any time after the fall of the hammer, specifically and unequivocally accept on behalf of the Seller the highest bid from the highest bidder and so cause a firm agreement to come into being between the Seller and the Purchaser, on the basis that the property has been sold to the Purchaser on the terms and conditions contained herein.

1.6 The parties undertake as soon as possible to sign and complete all documents required to give effect hereto as required by the Auctioneer and / or the transferring attorney ("the Conveyancer") appointed by the Seller.

1.7 The Auctioner on behalf of the Seller, the Seller or either's representative may bid at the auction on behalf of the Seller up to the reserve price, if any.

2. PURCHASE PRICE:

2.1 The purchase price of the property (being the highest bid at the auction or subsequent improved offer - see paragraph 4 below) is

R _____

_____

Excluding value added tax (If applicable) and is payable as set out hereunder: *initial* _____

2.2 A deposit equal to 10% (Ten Percent) of the purchase price is payable by the Purchaser to the Auctioneer on signature hereof by the Purchaser, which amount will be held by the Auctioneer (in a non-interest-bearing account) pending acceptance of the bid by the Seller. Thereafter, the Auctioneer shall pay over to the Seller or the Seller's conveyancer (at the election of the Seller or the Auctioneer) the said deposit amount (Hereinafter referred to as "the trust amount"), after deducting agreed costs, disbursements and expenses.

2.3 The balance of the purchase price will be paid over by the Purchaser to the Seller or the Seller's coneyancer (Again at the election of the Seller or the Auctioneer) within 30 (thirty) calandar days of acceptance of this agreement by the Seller, or shall be secured by a bank guarantee, or guarantees, as required by and on terms acceptable to the Seller and the conveyancer within the same 30 (thirty) calendar days aforesaid from date of acceptance of this agreement, which guarantees shall be payable against registration of transfer of the property into the name of the Purchaser.

2.4 The Purchaser hereby authorises the Auctioneer, upon written acceptance of this agreement by the Seller, to pay over the trust amount to either the Seller or the Seller's conveyancer (as nominated by the Seller or its Agent) and the conveyancer to utilise such portion of the trust amount as may be required for the purcase of obtaining clearance figures. The seller and the Purchaser hereby irrevocably instruct and authorise the recipient to invest the trust amount in an interest bearing trust account, such as contemplated in terms of Section 86(4) of the Legal Practise Act No 28 of 2014 where the interest accrues for the benefit of the Seller.

3. SALE OF A PROPERTY AS PART OF A GOING CONCERN:

3.1 The Seller and the Purchaser hereby agree that -

3.1.1 should the property be an enterprise or part of an enterprise which is capable of separate operation as defined in Section 1 of the Value Added Tax Act, Act 89 of 1991 (hereinafter referred to as the "VAT Act"); and

3.1.2 such enterprise is being disposed of (in terms of this agreement and by the prior advises of the Auctioneer) as a "going concern" within the meaning of Section 11(1)(e)(i) of the VAT Act; and

3.1.3 such enterprise is, on the signature date, and will, on the transfer date, be "an income earning activity" within the meaning of Section 11(1)(e)(i)(aa) of the VAT Act; and

3.1.4 the property together with all assets necessary for the carrying on of the enterprise will be transferred to the Purchaser on the transfer date, and the purchase price referred to in 2.1 shall be inclusive of value-added tax (hereinafter referred to as "VAT") as defined in the VAT Act, at the rate of zero percent. Notwithstanding the aforegoing, should VAT, for whatever reason, be levied upon this transaction (or any portion hereof) at a rate higher than zero percent, such VAT shall be paid by the Purchaser against delivery to it by the Seller of an original tax invoice in respect thereof and shall be calculated on the basis that the purchase price is exclusive of VAT.

3.2 The Seller warrants to the Purchaser that, as at the time of supply of the enterprise to the Purchaser (as defined in section 9(1) of the VAT Act) it shall be registered as a VAT vendor, as defined in the VAT Act.

3.3 The Purchaser warrants to the Seller that, as at the time of supply of the enterprise to the purchaser (as defined in section 9(1) of the VAT Act) it shall be registered as a VAT vendor, as defined in the VAT Act.

4. ACCEPTANCE:

4.1 This document constitutes an Offer to Purchase by the Purchaser, which is subject to written acceptance by the Seller within **14 (fourteen)** business days (hereinafter referred to as "the confirmation period") from date hereof and shall remain irrevocable and open for acceptance by the Seller at any time during the offer period. For the sake of clarity, the Purchaser's offer is open for acceptance until 17h00 on the **14th (fourteenth)** business day after the signature hereof by the Purchaser, the counting of the **14 (fourteen)** business days to commence on the **1st (first)** business day after date of signature hereof and shall endure until 17h00 on the **14th (fourteenth)** business day thereafter.

4.2 During the confirmation period, the Seller or the Auctioneer may continue to market the property in the normal course of business as they may deem fit and in consequence of same, they may take in further and better written Offer to Purchase from prospective Purchasers, to be submitted for the Seller's consideration.

4.3 The Auctioneer shall advise the Purchaser in writing (which may either be by telefax or by electronic mail) of any higher acceptable written offer (hereinafter referred to as "a competing offer") which is received from any third party during the confirmation period. The Purchaser shall, <u>for a period of 24 (twenty-four) hours</u> (hereinafter referred to as "the confirmation period" after transmission of the written advice of the competing offer by the Auctioneer as aforesaid, have the option to increase the purchase price offered by him in terms of this agreement to an amount equal to the purchase price of the competing offer, but subject otherwise to all other terms and conditions of this agreeement.

4.4 If the Purchaser wishes to exercise the option to match the competing offer during the option period, the purchaser must do so in writing in clear and unambiguous terms, which notice must be delivered to the Auctioneer <u>before</u> the Expiry of the 24 (twenty-four) hour option period. This written notice must either be hand delivered to the business premises of the Auctioneer and a receipt signed in respect thereof, or may be emailed to the Auctioneer at the indicated email, provided that in such an instance the Purchaser must telephonically confirm receipt of the said email at the business premises of the Auctioneer, as the onus rests upon the Purchaser to confirm receipt of the said notice by the Auctioneer.

4.5 If the Purchaser fails to exercise the option during the option period, the Seller shall be entitled, but not obliged, to accept the competing offer. Should the Seller however elect not to accept the competing offer, the offer contained in this agreement shall remain irrevocable and of full force and effect and open for acceptance by the Seller until the lapse of the offer period as set-out above.

4.6 Should the Purchaser exercise the option within the option period and match the competing offer, the purchase price in terms of this agreement shall be the increased amount. The Seller shall be entitled until the lapse of the offer period to accept this agreement at any increased purchase price. This option process is a continuation of the original process and any sale thus concluded shall be a sale by auction.

4.7 The date of sale of the property shall, for purposes of this agreement, be deemed to be either the date of written acceptance of this offer, or the increased offer, by the Seller. The Auctioneer will at the sole discretion of the Auctioneer thereafter notify the Purchaser in writing of such acceptance by pre-paid registered post, by hand delivery, by e-mail transmission.

4.8 Should the Seller not accept the Purchaser's offer, the Auctioneer shall immediately repay to the Purchaser any deposit plus buyer's commission and VAT thereon paid by him (Including any amount paid in terms of clause 2.3).

4.9 The Seller reserves the right to decline the Purchaser's offer. The Seller shall have no obligation to accept the offer and shall not be obliged to funish a reason for the rejecting of an offer. If the Seller rejects the Purchaser's offer, the Seller shall be entitled to accept any other offer that may be received in respect of the property.

4.10 In the event of the Seller requiring the consent of the Master of the High court to effect transfer, then transfer of the property will be subject to such consent being obtained in writing as soon as possible and in the normal course of the conveyancing process. If such consent is refused or not obtained for whatever reason within a reasonable period (solely within the discretion of the Seller), then this offer will be voidable at the instance of the Seller and neither party shall have a claim against the other arising herefrom and both will reasonably be restored to their prior position.

4.11 Insofar as the Purchaser is a Company or Close Corporation and such Company or Close Corporation is not yet formed and the person signing as Purchaser acts or purports to act as agent or trustee for such Company or Close Corporation to be formed: -

4.11.1 such person undertakes in his/her personal capacity that the company or close corporation for which he/she is acting as agent or trustee will be formed within 30 (thirty) days of conclusion of this contract and will, within 14 (Fourteen) days of being incorporated or formed, adopt or ratify this contract without modifications;

4.11.2 if the said company or close corporation is not incorporated or formed within the period prescribed in 4.11.1, or having been incorporated or formed does not adopt or ratify this contract within the period of 14 (fourteen) days, then such person shall, in his personal capacity, be deemed to be the Purchaser in terms of this contract;

4.11.3 if the said company or close corporation is incorporated or formed and does adopt or ratify this agreement as contemplated in 4.11.1 and 4.11.2, then such person by his/her/their signature binds himself/herself/themselves in favour of the Seller as surety for and co-principle debtor in solidum with such company or close corporation, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company or close corporation in terms of or arising out of these Conditions of Sale.

4.11.4 If the Purchaser purports to be a legal entity which it subsequently transpires is not properly constituted or incorporated, the natural person signing this document shall be deemed to be the Purchaser and shall assume all the liabilities and obligations of the Offeror/Purchaser in terms hereof.

5. AUCTIONEER'S COMMISSION AND ENTITLEMENT:

5.1 The SELLER shall pay the Auctioneer's commission at the rate of **5% (Five percent)** plus VAT, calculated on the purchase price of the Property.

initial

5.2 It is specifically agreed that the commission is earned and will immediately be payable to the Auctioneer on date of registration of transfer of the property.

5.3 In the event that the Purchaser was introduced to the Immovalbe Property by any party whatsoever claiming commission on the transaction, such commission shall be the sole responsibility of the Purchaser who hereby indemnifies the Seller against any claims whatsoever by any third party relating to commission on the sale of the Immovable Property.

5.4 The parties agree that payment of any portion of the purchase price and the commission (even if made in separate payments) is deemed to be one indivisible transaction and payment of all amounts due under this agreement is required in order for the Purchaser to discharge its payment obligations arising from this agreement.

5.5 The Seller and the Purchaser acknowledge that the Auctioneer, is the sole effective cause of the sale of the property to the Purchaser.

6. RISK, CONTROL & INSURANCE:

6.1 The sole risk and control and benefit in and to the property shall, unless otherwise agreed in writing and signed by both parties, passes to the Purchaser on **date of registration of transfer of the property in the purchaser's name** and from that date, the Purchaser shall be liable for all imposts levied on the property, inclusive of and without limiting the generality hereof, all municipal rates and taxes, licences and other official and/or municipal and consumable charges.

6.2 The Seller shall be obliged to make payment of all rates and taxes and any statutuory levies payable in respect of the property and shall for the account of the Seller supply a clearance certificate to effect registration of transfer into the name of the Purchaser.

6.3 Neither the Seller nor the Auctioneer shall be liable to the Purchaser for any damages or loss suffered, or inconvenience experienced by the Purchaser caused by any pests, insects or vermin, irrespective of when the damage, loss or inconvenience were caused.

6.4 From the date upon which the sole risk vests in the Purchaser, the Purchaser shall at his own expense insure the property and all improvements thereon against all general risks, losses or damages from any cause whatsoever including public liability.

6.5 The purchaser shall inform the insurer and/or the underwriter of the Seller's insurable interest in and to the property and shall insist that the Seller's interest is recorded in the insurance policy or schedule. The Seller's interest shall persist until date of registration of transfer in the Deeds Office of the property into the Purchaser's name.

6.6 Should an event occur which gives rise to a claim covered by the terms of the insurance policy, then the Purchaser shall immediately commence the correct procedure to lodge a claim against the insurer arising from the policy.

6.7 The parties acknowledge that the happening of an insurable event shall not in any manner detract from the validity of this agreement, nor shall it be a cause for the delay of the transfer of the property or frustrate full consummation of this agreement in any manner.

6.8 The Purchaser shall remain fully liable to indemnify the Seller against any and all losses in and upon the property, notwithstanding the above requirements and notwithstanding whether or not the Purchaser complied with same, it being recorded that the above does not detract from or negate the Purchaser's liability towards the Seller in any form or manner in respect of any losses or damages suffered by the Seller arising herefrom, the intention being to always restore the Seller to its pre-event condition, either by the insurer through the policy or the Purchaser itself, or a combination of them.

7. OCCUPATION:

7.1 The date of occupation for purposes of this agreement, is the date of **registration of transfer of the property into the purchaser's name.**

7.2 This date terefore does not refer to the actual date of the Purchaser moving into the property or receiving the keys hereto. **The Seller cannot give any warranty or guarantee that the Purchaser will obtain vacant occupation of the porperty on that date, and the Purchaser shall have no claim of whatsoever nature against the Seller should vacant occupation not be obtained on the said date or at all.**

7.3 The Seller will within reason assist the Purchaser at the Purchaser's expense, as may be reasonably necessary and/or required by law, to assist the Purchaser in obtaining vacant occupation of the property, but without the Seller obtaining any liability to pay for or effect any eviction itself, or obtaining any liability in respect of an unsuccessful eviction, or in respect of any damages suffered whatsoever by the Purchaser as a result hereof.

7.4 If the property is leased, this agreement is entered into subject to the rights of the tenants under any existing lease agreement or law, as well as under the Rental Housing Act if applicable and from the date of occupation, the Purchaser accepts all pre-existing obligations and liabilities arising from any lease agreement with any tenants, notwithstanding any omission by either the Seller or Auctioneer to point out such obligations or liabilities.

7.5 **The Seller does not guarantee vacant occupation of the Property.**

8. CONDITION OF PROPERTY:

8.1 The Seller and the Auctioneer point out to the Purchaser that the immovable property sold herewith contains improvements and structures which cound possibly have been constructed some time ago and will accordingly not have the same characteristics as a newly constructed building.

8.2 The Purchaser therefore acknowledges and accepts that the condition of the improvements will not be equivalent to that of a anewly constructed buiding and that due to the effluxion of time or as a result of wear and tear, certain latent (Concealed and not known to the Seller or Auctioneer), and also patent (Obvious and apparent upon inspection) defects will have developed in the property or its accessories, fixtures and fittings, particularly with regards to the condition of the roof, roof trusses, ceiling, electrical-, plumbing- and sewerage reticulations, walls, glazing, windows and skylight fittings, floors, fixtures and fittings, gates, pool or pond motors, garden installations and similar items.

8.3 The Purchaser agrees to have particular regard to potential problems including but not limited to roof leaks, rising damp, patently broken fixtures and fittings and appurtenances, possible swimming pool and pond leaks, possible broken electrical- and water installations such as swimming pool motors and pumps, irrigation systems, pond reticulations, electric gate motors, electrical garage doors, alarm systems, defective electric fencing and alarm systems and the like.

8.4 By its signature hereto, the Purchaser therefore accepts the condition of the property as it is and to the extent as it now lies and furthermore acknowledges that neither the Seller nor the Auctioneer hold themselves out to be experts in immovable property and that their failure to specifically point out each and every defect in the property cannot be ascribed to any misrepresentation on their part.

8.5 Neither the Seller nor the Auctioneer are therefore liable to the Purchaser for any defects, shortcomings, missing keys or movable, lost fixtures and fittings or any flaw otherwise in and to the property, nor for any damages suffered by the Purchaser by reason of such defects.

8.6 The Purchaser agrees to inspect the property to its satisfaction and accepts that neither the Seller nor the Auctioneer provide any guarantees or warranties, or make any representations concerning the nature of the property or regarding the condition or quality of the property or any of the improvements thereon, nor regarding any of the accessories thereto or in regard to any of the zoning or other town planning matters.

8.7 The property is therefore sold in the condition as it lies, which include all the conditions and the servitudes currently registered against the property and evidenced in the existing title deed thereto. Neither the Seller nor the Auctioneer are therefore accountable or liable for any deficiency in the extent of the property and the Purchaser agrees that it has fully acquainted itself with the situation, nature, condition, beacons, extent and locality of the property as well as all conditions of title and servitudes prior to entering into this agreement and accepts that neither the Seller nor the Auctioneer give any warranties in respect thereof and will therefore not accept any liability in respect thereof.

8.8 The Purchaser acknowledges that the Seller and the Auctioneer provided it with the opportunity to fully acquaint itself with the aforementioned clauses or the condition and status of the property, and that neither of them accepts any liability to the Purchaser in respect of same.

8.9 The Purchaser therefore willingly enters into this transaction, being fully aware of the condition of the property and improvements and without having been induced or influenced to enter into same by any warranties or representations or statements made or information given by either the Seller or the Auctioneer prior to the signature hereof, other than as set out in this agreement.

9. TRANSFER, VAT AND COSTS THEREOF:

9.1 The Purchaser and the Seller hereby undertake to sign all documents and fulfill all obligations as contained herein in order to give effect to this agreement and the completion thereof both timeously and in full on the basis that time is of the essence to effect registration of transfer of the property into the Purchaser's name. Transfer of the property will be effected by the conveyancer within a reasonable time after thePurchaser has complied with the terms and conditions of this agreement and paid to the conveyancer Transfer Duty or Value-Added Tax (VAT) whichever is applicable, costs of transfer, transfer fees, disbursements and any other amounts due hereunder or required in the transfer process.

9.2 If the South African Revenue Services regard this sale as a VAT transaction, then the Purchaser shall, in addition to the purchase price, pay the Seller the amount of VAT calculated at the standard rate, it being specifically recorded that the purchase price excludes VAT. Such payment shall be made or secured at the time the balance of the purchase price is paid or secure in terms of 2.2 and 2.3 above.

9.3 The Purchaser and/or the individuals signing this document and acting in a representative capacity, warant that their tax affairs with the South African Revenue Services (Hereinafter referred to as "SARS") are in order and up to date or, in the event of this not being the case, that agreement has been reached and that the necessary arrangements have been made with SARS in respect thereof.

9.4 The Seller shall, after registration of transfer of the Property, furnish notice to the Local Authority and/or Eskom terminating any consumer agreements in respect of the supply of water, electricity or other services to the Property. The Seller shall under no circumstances be liable for any loss or damage whatsoever arising as a result of the Seller terminating any consumer supply agreements after the registration of transfer; and

registration of transfer, and

9.5 the Purchaser shall forthwith after date of transfer; substitute himself with respect to the deposits and/or guarantees in respect of the Property paid to the local Authority and/or Eskom by the Seller, if any. The Purchaser shall notify the Seller that such substitution has been effected and the Seller shall be responsible for obtaining the return of any guarantees or refunds of any deposits from the local authority and/or Eskom.

10. FINANCIAL INTELLIGENCE CENTRE ACT ("FICA"):

10.1 The Seller and the Purchaser acknowledge that the Auctioneer and conveyancer are designated "accountable institutions" in terms of FICA.

10.2 The Seller and the Purchaser hereby agree to comply with all the FICA requirements of the Auctioneer and the conveyancer and to supply the Auctioneer and the conveyancer with all their respective FICA requirements within three days of demand made therefore.

10.3 The Seller and the Purchaser hereby acknowledge that the conveyancer is not permitted in terms of FICA to invest and administer any deposits or any other monies paid in terms of this agreement, unless the Seller and the Purchaser have provided the conveyancer with the documentation and information the conveyancer requires in terms of FICA.

10.4 The Seller and the Purchaser hereby agree that neither the Auctioneer nor the conveyancer shall be liable for any loss or damage suffered by either of them, as a result of either Seller or the Purchaser failing to comply with the provisions of this clause 10.

11. INTEREST ENTITLEMENT:

In the event that any payment or obligation is not paid in full on the due date, interest will be payable by the defaulting party thereon and calculated at the prime overdraft rate, as determined by the main bankers of the Auctioneer, plus 2 % per annum calculated from the date of default until the date that the default is remedied, both days being included.

12. COMPANY TO BE FORMED:

12.1 In the event of the Purchaser signing this offer in a capacity as agent for a Company to be formed, and the Purchaser fails within 20 (Twenty) days from date of acceptance of this offer, to register the Company having as one of its objects the ratification and adoption of this agreement, or such Company, if formd fails to adopt or ratify this agreement within 7 (seven) days after the date of its incorporation, then, and in such event, the Purchaser shall be deemed, as from the date of acceptance hereof, to have entered into this agreement in his personal capacity, and to have acquired and accepted all the rights and obligations of the Purchaser under this agreement, subject to the conditions that all parties may in writing agree otherwise.

12.2 In the event of such Company being registered and duly adopting or ratifying this agreement, the said Purchaser, the signatory to this agreement or of Schedule 1 hereto, shall be deemed to be bound to the Seller as surety and co-principal debtor *in solidum* with such Company for the due performance by it as the replacement Purchaser of all the terms, conditions and other obligations arising from this agreement, subject to the terms and conditions as set out in Schedule 1 hereto. (See schedule1).

13. ASSOCIATIONS OR TRUST:

If any person purports to represent another person, association or a trust and sign this agreement in that capacity, then the individual so signing shall be **personally liable** to procure the signatures of the other

relevant individuals mandated to sign documents and agreements of this nature, in terms of that association's constitution or the trust's Deed of Trust. If the other designated persons either do not exist at the time of signing this document or if their signatures are not procured by the individual signing this agreement within two weeks from date of signature hereof, then and in that event, such person signing shall be **personally liable** and bound by the terms hereof and shall in all respects be considered to be the Purchaser in terms of this agreement.

14. AGENT / NOMINEE AND PROHIBITION ON FURTHER SALE:

14.1 Where the Purchaser is acting as an agent or nominee for a pricipal, the Purchaser shall be entitled, by notice in writing to that effect addressed to the Seller or Auctioneer, to nominate its principal in its place as Purchaser, upon the following terms and conditions:

14.1.1 notice of such nomination shall be handed to the Seller or the Auctioneer by not later than close of business on the day of acceptance of this offer by the Seller, accompanied by a copy of the agreement, *inter alia* , so appointing the Purchaser as agent or nominee;

14.1.2 the notice shall set out the name and address of the nominee so nominated as Purchaser;

14.1.3 the notice shall be accompanied by the principal's written acknowledgement:

14.1.3.1 that it is fully aware of all the terms and conditions of this agreement as well as the rules of auction as fully set out in such written acknowledgement; and

14.1.3.2 that it is bound by the provisions of this agreement and the rules of auction as the Purchaser;

14.2 Should the Purchaser nominate a nominee in terms of this clause, then:

14.2.1 all reference to the Purchaser in this agreement shall be deemed to be a reference to its nominee; and

14.2.2 the Purchaser, by its signature hereto, hereby interposes and binds itself jointly and severally as **surety** and **co-principal debtor** in solidum to the Seller and the Auctioneer for all the obligations of the nominee in terms of this agreement, including damages and losses and consequential damages as may arise.

14.3 Should the Purchaser fail to nominate a principal by close of business on the date of acceptance by the Seller, then it shall be bound to perform all his obligations as Purchaser in terms of this agreement.

15. CANCELLATION:

15.1 Should the Purchaser fail to comply with any of the terms or conditions of this agreement within 7 (seven) days of dispatch of written demand, the Seller and/or the Auctioneer on behalf of the Seller (acting on the written instructions of the Seller) shall, on such breach, be entitled without further written notice to either:

15.1.1 cancel this agreement, take occupation of the property and have the property resold by auction or private treaty, in its sole discretion, The Purchaser shall the be liable for all costs of such re-sale, any deficiency in price which results therefrom, advertising costs and other damages and losses including consequential damages as may arise. All payments made by the Purcahser to the Seller and/or the Agent shall forthwith be paid to the Seller, after deduction and payment to the Agent of all amounts due to the Agent in terms of this agreement, as agreed liquidated damages, and the Purchaser agrees that such sum is a reasonable pre-estimate of the loss sustained by the Seller, alternatively, at the election of the Seller, as pledged security for such damages as may be ascertained according to law; or

15.1.2 hold the Purchaser bound by this agreement and to claim forthwith payment of the entire purchase price and other benefits and entitlements and any other losses and damages caused as a result of such breach; and in either instance

15.1.3 hold the Purchaser liable in terms of the agreement to pay all commissions, VAT and charges and expenses as incurred and contemplated in this agreement.

15.2 The Purchaser will be liable for all legal costs incurred by the Seller and/or the Auctioneer arising out of a breach of this agreement, on the attorney and own client scale of costs, including the collection costs relating to the payment of the purchase price and/or commission, as the case may be.

16. REPAIRS AND IMPROVEMENTS AND VACATION ON CANCELLATION:

16.1 The Purchaser will not be entitled to effect any alterations to the property without the prior written consent of the Seller. The Seller shall not be obliged to compensate the Purchaser for any alterations or improvements effected to the property, whether same were authorised or not, in the event of this transaction being cancelled.

16.2 The Purchaser shall not have a builder's lien, improvement lien or creditor's lien over the property or any portion thereof, regardless of whether any building works were effected with the Seller's consent or not.

16.3 The Purchaser shall be liable to the Seller upon cancellation for any damages suffered by the Seller as a result of any unauthorised alterations, demolition or improvements effected by the Purchaser to the immovable property.

16.4 The Purchaser and/or any persons occupying the property through or under the authority of the Purchaser shall be obligated to immediately vacate the property upon cancellation of this agreement for any reason whatsoever, it being agreed that no tenancy shall be created by any occupation of the Purchaser or anyone through him, prior to registration of transfer. Should the Seller take any steps to procure vacant possession of the property in such an instance, the Purchaser shall be liable for all costs, fees and exprenses incurred by the Seller pertaining to same.

17. ELECTRICAL / GAS/ SPLUMA AND PLUMBING COMPLIANCE CERTIFICATES:

17.1 The Seller shall not be liable to provide any Certificates of Compliance in regard to any of the electrical, electric fences, gas, SPLUMA or plumbing installations in and to the property in terms of any relevant legislation, regulations or ordinances, including but not limited to the Electrical Installation Regulations of the Occupational Health and Safety Act No 85 of 1993, the Pressure Equipment Regulations of 2009, or the Water By-Law of the City of Cape Town 2010. The Purchaser shall be obliged to obtain such certificate/s at its own cost including the cost of any work required to any installation before such Certificate of Compliance can be issued.

17.2 Should an Entomologist's Certificate be required by any person or institution, the Purchaser shall, at its own expense obtain such certificate, and neither the Seller nor the Auctioneer shall be liable for any costs relating to such certificate being obtained.

18. FIXTURES AND FITTINGS:

18.1 The property is sold together with any buildings or other improvements thereon and to the extent as it lies. Upon the same terms and conditions ventilated in Clause 8 above (which terms are incorporated herein by reference, but appropriately adapted to what is pertinently described herein), neither the Seller nor the Auctioneer assume any liability in respect of the condition, usability, service ability or possible state of disrepair of any of the buildings or improvements thereon, nor in respect of any of the fixtures and fittings therein, including stoves and whatever assets are sold in terms of this agreement, all of it in the condition

therein, including stoves and whatever assets are sold in terms of this agreement, all of it in the condition as it currently lies.

18.3 The parties record that **not all assets upon the property are included in the sale agreement** and that all cranes, gantries, cold rooms, spray booths, compressors, generators, production line equipment and household furniture and effects are specifically excluded from the sale and remain the property of the Seller, unless ohterwise agreed upon in writing.

19. MAGISTRATE'S COURT JURISDICTION:

For the purposes of all or any proceedings arising out of this agreement, the parties hereby consent to the jurisdiction of the Magistrate's Court and the Regional Court, otherwise having jurisdiction under Section 28 of the Magistrates' Court Act 32 of 1944, as amended; notwithstanding that the proceedings would otherwise be beyond the monetary jurisdiction of the Magistrate's or Regional Court. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Courts, pursuant to the Magistrates' Court Act of 1944, as amended. Notwithstanding the aforegoing, this shall not preclude either party from approaching the High Court of South Africa for any relief sought.

20. JOINT AND SEVERAL LIABILITY:

Should there be more than one Purchaser, all Purchasers shall all be individually, jointly and severally liable for all the obligations in terms thereof, as well as for the payment of all obligations and benefits assumed hereunder and for complying with all the terms and conditions of this agreement of whatever nature.

21. COSTS:

In the event of a breach of this agreement, the defaulting party shall be liable for all legal costs incurred by the Seller or Auctioneer in enforcing any of their rights arising herefrom, on an attorney and client scale, including collection commission.

22. WHOLE AGREEMENT (NO AMENDMENT):

22.1 This agreement constitutes the whole agreement between the parties relating to the subject matter hereof.

22.2 No amendment of this agreement or any provision or terms of the agreement, or any other document issued or executed pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension or consensual cancellation of any of the provisions or terms of this agreement or of any agreement or other documents issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the relevant parties. Any such extension, waiver, relaxation, suspension or the like which is so provided or made will be strictly construed as relating strictly to the matter in respect whereof it was made or provided.

22.3 No extension of time, or waiver, or relaxation of any of the provisions or terms of this agreement or any agreement or other documents issued or executed pursuant to, or in terms of this agreement, will operate as an estoppel against the Seller operate so as to preclude the Seller and/or the Auctioneer thereafter from exercising any right stricly in accordance with this agreement.

22.4 This agreement may be executed by the parties in one or more counterparts, each of which shall be

deemed to be an original, but all of which shall together consistute one and the same agreement. This agreement may also be executed by any one of the parties signing an original and emailing the original for signature to another party. Signature of a faxed copy shall be deemed to be the signature of an original.

23. INTERPRETATION:

23.1 The headings of the clauses in this agreement are for the purpose of convenience and reference only, and shall not be used in the interpretation of, nor modification or amplification of the terms of this agreement or any clause thereof. Unless the contrary intention appears, words importing:-

23.1.1 any one gender include the other gender;

23.1.2 singular include the plural and vice versa; and

23.1.3 any reference to persons includes natural persons, corporate or unincorporated entities and the state and for purposes of this agreement, also refers to trusts as represented by their

23.2 In the event that the Purchaser is a consumer, this agreement will be read subject to the Consumer Protection Act, 68 of 2008 and should any clause or time period referred to in the clauses be in confirlct with any of the rights of the Purchaser in terms of the Act, then such a clause or time period shall be substituted with any rights afforded by the Act to such Purchaser.

24. DOMICILIUM ADDRESS FOR ALL NOTICES:

24.1 The **Purchaser** hereby chooses as service address (domicilium citandi et executandi) for all purposes under this agreement, whether in respect of Court process, notices or other documents or communications of whatever nature, the following address:

Residential Address **:** _____

_____

Postal Address **:** _____

_____

Cell Number **:** _____

_____

Email **:** _____

initial _____

24.2 The **Seller** hereby chooses as its service address (domicilium citandi et executandi) for all purposes under this agreement, whether in respect of Court process, notices or other documents or communications of whatever nature, the following address care of the Auctioneer:

Residential Address **:** Cnr 12 Johan Road & 1 Deysel Road, Honeydew, Roodepoort

Johannesburg

Postal Address **:** "Same as above"

Tel. No. **:** 010 125 0322 / 010 595 0339 / 082 823 3361

Email **:** danika@barcoauctioneers.co.za / wesley@barcoauctioneers.co.za

24.3 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing, but it will be competent to give notice by email and WhatsApp.

24.4 Any notice by any party:-

24.4.1 delivered by hand to a person apparently not less than 16 years of age and apparently residing

or emloyed there during ordinary business hours at the physical address chosen as the other party's *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery and

24.4.2 sent by pre-paid registered post or email to other party's chosen email or numbers stipulated above, shall be deemed to have been received on the date of transmission thereof (unless the contrary is proven).

24.5 Notwithstanding anything to the contrary herein contained, a written notice or communciation actually received by the Purchaser shall be an adequate written notice or communication to the Purchaser notwithstanding that it was not sent or delivered to the other party's domicilium citandi et executandi.

25. MATRIMONIAL PROPERTY ACT CONSEQUENCES:

To the extent necessary, the Purchaser hereby warrants that all written consents required by the Matrimonial Property Act No 88 of 1984 in respect of this agreement or any matters arising therefrom or in terms hereof have been duly given.

26. SEVERABILITY:

Should any clause herein be ruled to be unenforceable, the offending clause shall be severed from this agreement and the residual clauses shall survive and remain fully binding on the Purchaser and Seller.

27. APPROVAL FOR CERTAIN FUNDAMENTAL TRANSACTIONS (THIS CLAUSE IS NOT APPLICABLE TO INSOLVENT SELLERS):

27.1 The parties declare that they are aware of the provisions of Section 112 of the Companies Act, which states that if the Seller is a company and the property constitutes either the whole or the greater part of the undertaking of the Seller, then the shareholders of the Seller need to approve the transaction by way of a special resolution.

27.2 Accordingly, the Seller declares that the provisions of Section 112 **are / are not** (**delete whichever is not applicable**) applicable to the sale of this property.

initial _____

27.3 if Section 112 is applicable to the sale of this property and the special resolutions has not yet been obtained from the shareholders as described in Section 112 of the Companies Act, then the Directors of the Seller warrant that they will procure the said special resolution within 14 (fourteen) days from date of acceptance of this agreement, specifically mentioning therein that the shareholders ratify this sale of the property.

28. BUILDING PLANS:

The Seller does not warrant that all plans are in order and have been approved by the relevant municipality concerned. The Purchaser satisfies himself prior to entering into a sale agreement that the improvements on the property are built in accordance with approved plans and according to municipal regulations. Should the purchaser neglect to ascertain the status of the improvements prior to transfer, he will have to accept the property with the prevailing defects. The purchaser confirms he has investigated the plans and acquires the property as is, and any outstanding plans will be for the cost of the Purchaser.

29. SECURITY OF TENURE:

Purchaser acknowledges that it is acquainted with the provisions of the Extension of Security of Tenure Act No. 62 of 1997 and the factual position regarding the occupants of the property. The purchaser also acknowledges that it is aware that the provisions of the said Act are binding on the Purchaser as successor in title of the Seller and the property isSold subject to the said provisions and any alleged occupancy rights.

30. RESTITUTION OF LAND RIGHTS:

30.1 The property is sold subject to the provisions of the Restitution of Land rights Act No. 22 of 1994.

30.2 The sale is subject to any land claim registered in terms of the Restitution of Land Rights Act 1998 on the relevant property. In the event that a claim has been noted against the property by the Land Claims Commissioner, the Seller shall give 30 (thirty) days' notice to the Land Claims Commissioner in respect of this sale agreement;

30.3 The Seller does not warrant or guarantee that there is no land claim against the property and the Purchaser purchases the property subject to any land claims being instituted or te be instituted in terms of the restitution of Land Rights Act 1998;

31. FORCE MAJEURE

Should an event of force majeure occur neither the Seller nor the Agent will be liable for any loss, damages or costs incurred by the Purchaser as a result of the Purchaser's inability to exercise its rights in terms of this agreement.

32. SPECIAL CONDITIONS

The Seller does not guarantee vacant occupation.

DECLARATION BY AUCTIONEER:

I, the undersigned Wesley Barnard being the Auctioneer who conducted the auction, hereby certify that the Rules of Auction are, to best of my knowledge and belief, according to the requirements of Regulation 21 of the Consumer Protection Act, Act 68 of 2008.

I, the undersigned _____ being the Purchaser,
(full names)

Identity No. _____ hereby offer to purchase the

property from the Seller for the Purchase Price recorded in this agreement, being R _____

(_____)
(words)

(purchase price) excluding value added tax (if applicable)

SIGNED at _____ on this the _____ day of _____ 20____

As witnesses:

1. _____ _____
PURCHASER
2. _____ Duly authorised

_____
Signature of Purchaser's Spouse
(if applicable)

SIGNED at _____ on this the _____ day of _____ 20____

As witnesses:

1. _____ _____
AUCTIONEER
2. _____ Duly authorised and who accepts all benefits hereby conferred

SIGNED at _____ on this the _____ day of _____ 20____

As witnesses:

1. _____ _____
SELLER
2. _____ who warrants authority to sign this agreement

Schedule 1
SURETYSHIP

I/we, the undersigned _____ do hereby bind myself / ourselves jointly and severally as Surety / ies for and co-principal debtor / s in solidium with the Purchaser:
_____ (as defined in the Terms and Conditions of Sale to which this suretyship is attached) to and in fabvour of the Seller :

INSOLVENT ESTATE / LIQUIDATION / ESTATE LATE: (delete whichever is not applicable)

_____
(as defined)
for the due and punctual payment and performance by the Purchaser of all obligations assumed in terms of the Terms and Conditions of Sale with which I/we acknowledge myself / our understanding thereof as well as my / our understanding of the renunciation.

Surety No. 1

_____ _____
Signature of Spouse **SURETY NO. 1 Signature**
(if applicable)

Place of Signature _____
Date of Signature _____

Consent of Spouse (if applicable)

Full Name _____
Marital status _____
Street address _____
_____
_____
Postal address _____
_____
_____

As witnesses:

Name _____
1. _____ Occupation _____

Name _____
2. _____ Occupation _____

Surety No. 2

_____ _____
Signature of Spouse (if applicable) **SURETY NO. 2 Signature**

Place of Signature _____
Date of Signature _____

Consent of Spouse (if applicable)

Full Name _____
Marital status _____
Street address _____
_____
_____
Postal address _____
_____
_____

As witnesses:

Name _____
1. _____ Occupation _____

Name _____
2. _____ Occupation _____

SIGNED at _____ on this the _____ day of _____ 20____

As witnesses:

1. _____ _____
SELLER

2. _____ who warrants authority to sign this agreement

PURCHASER's FULL DETAILS
PRIVATE PERSON

SURNAME : _____
FIRST NAMES : _____
MARITAL STATUS : _____
(State whether unmaried, Maried in Community of property, Married by Antenaptuial Contract, Maried in a country other than South Africa)
DATE OF MARRIAGE : _____
IDENTITY NUMBER : _____
TELEPHONE Number HOME _____
OFFICE _____
EMAIL ADDRESS : _____
PHYSICAL ADDRESS : _____
_____
_____
INCOME TAX NUMBER : _____

COMPANY

REGISTERED NAME : _____
TRADE AS : _____
REGISTRATION NUMBER: _____
VAT NUMBER : _____
INCOME TAX NUMBER :
DIRECTORS : (1) FULL NAMES: _____
ID: _____
CELL: _____
EMAIL: _____

(2) FULL NAMES: _____
ID: _____
CELL: _____

EMAIL: _____

(3) FULL NAMES: _____
ID: _____
CELL: _____
EMAIL: _____