

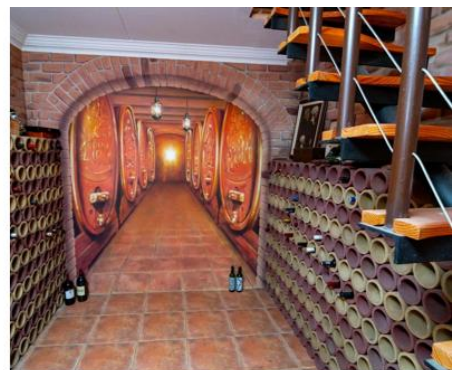
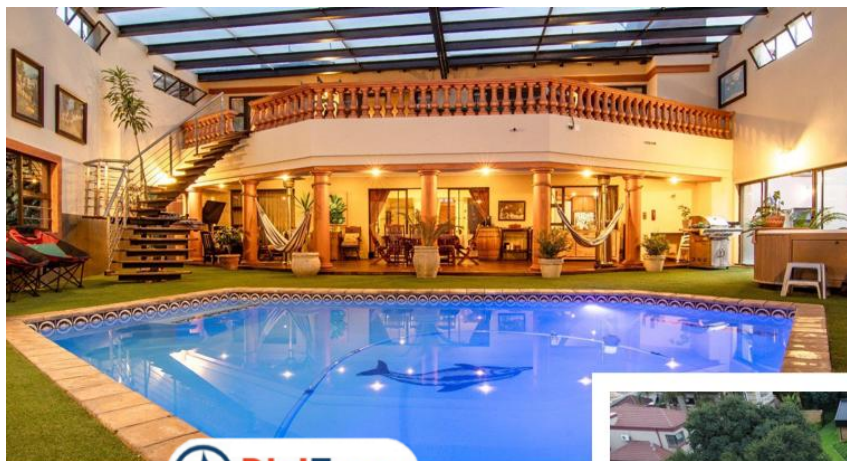
INFORMATION PACK

FOR

LUXURIOUS 4 BED HOME WITH 4 x APARTMENTS

INCOME GENERATING PROPERTY

ADDRESS:
63 ABEL STREET, TERENCE, KEMPTON PARK



ONLINE AUCTION

BIDS OPEN:

MONDAY, 7 JULY 2025 AT 08H00

BIDS CLOSE:

TUESDAY, 8 JULY 2025 FROM 11H00

REGISTER TO BID:

www.bideasyonline.co.za

CONTACT:

DEHAN ENGELBRECHT 073 154 1745 / dehan@bideasy.co.za

VIEWING:

BY APPOINTMENT ONLY

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TERMS AND CONDITIONS:

- **R100,000.00 REFUNDABLE DEPOSIT AND FICA DOCUMENTS TO REGISTER.**
- **5% DEPOSIT PAYABLE ON THE FALL OF THE HAMMER.**
- **10% BUYERS COMMISSION PLUS VAT PAYABLE ON THE FALL OF THE HAMMER.**

BANKING DETAILS FOR REGISTRATION DEPOSIT:

BIDEASY AUCTIONS (PTY) LTD

BANK: FNB

ACCOUNT: 62364475270

BRANCH CODE: 250655

REF: F1335 (SURNAME/COMPANY NAME)

SEND PROOF OF PAYMENT TO: dehan@bideasy.co.za / 073 154 1745

REGISTER TO BID: www.bideasyonline.co.za

1. DISCLAIMER

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2. PROPERTY SUMMARY

PHYSICAL ADDRESS	63 ABEL STREET, TERENURE, KEMPTON PARK
LEGAL DESCRIPTION	PORTION 0 OF ERF 442, TERENURE EXT 14, GAUTENG - IR
ZONING	RESIDENTIAL 1 – SPECIAL CONSENT FOR A GUESTHOUSE
TITLE DEED	T51134/2021
LOCAL AUTHORITY	EKURHULENI METROPOLITAN MUNICIPALITY
EXTENT	1702m ²
DEPOSIT TO BE PAID	5% (FIVE PERCENT) ON THE FALL OF THE HAMMER
BUYERS COMMISSION	10% (TEN PERCENT) PLUS VAT ON THE FALL OF THE HAMMER
CONFIRMATION PERIOD	7 DAYS
COC	SELLER
OUTSTANDING RATES & TAXES	
OCCUPATION	ON REGISTRATION OF TRANSFER
VAT REGISTERED	SELLER IS NOT REGISTERED FOR VAT
REFUNDABLE REGISTRATION FEE	R100,000.00

3. PROPERTY DESCRIPTION

This exceptional property features a **modern 4-bedroom house, and 4 self-catering apartments** nestled in the **prestigious neighborhood of Terenure, Kempton Park**.

The property is centrally located close to OR Tambo International Airport, various schools (Jeugland High School, Laerskool Van Riebeeckpark, Norkem Park Primary and High School, and Hoërskool Kempton Park), shopping centers and has easy access to main and major roads.

The versatility of this estate extends beyond the main residence and has the potential to be a guest house, event venue, or corporate retreat. The apartments are ideal for Airbnb or have the potential for long-term rentals.

The property boasts amenities such as a heated indoor swimming pool, a large entertainment room, a boma area, and a jacuzzi.

The property also has a 50kva generator, solar panels, a 5kva inverter, 2 x 1000L JoJo Tanks, and excellent security with 16 cameras and an alarm system.

Main House

The main house boasts 4 upstairs bedrooms (2 ensuite bedrooms) and 2 bedrooms with a shared bathroom. Three of the bedrooms lead to a balcony overlooking the inviting indoor pool. The upper floor is complemented by a pajama lounge.

Downstairs is the beautifully designed kitchen, 2 expansive living spaces, 2 dining areas, a well-appointed study, a wine cellar, a guest toilet, a covered patio featuring a fully-equipped gym, and a loft area.

Outside features include 3 automated garages that provide secure parking with direct access to the main house, ample guest parking, staff quarters with a bathroom, and a garden shed.

Apartments

This property has **4 furnished self-catering apartments**. Each unit comprises 2 bedrooms with ensuite bathrooms, an open-plan kitchen, and a lounge area.

Excellent Security

The property is situated in a boomed-off area with 24-hour controlled access, a guardhouse with a guard, and is fenced with an alarm system.

Property Description:

Main House

- 4 Bedrooms
- 3 Bathrooms
- Guest Toilet
- Kitchen
- 2 x Living Areas
- 2 x Dining Areas
- Study
- Wine Cellar
- Covered Patio
- Gym
- Loft
- Entertainment Room with Built-in-Braai
- Garden
- Indoor Pool (Heated)
- 3 Automated Garages
- Jacuzzi

Apartments (Furnished)

- 2 Bedrooms
- 2 Bathrooms
- Kitchen
- Lounge
- Air Conditioning

Additional Features

- Excellent Security
(Fenced, Alarm System, 24 Hour Response, 24 Hour Access, Guard House, Guard & Boomed Area)
- 50 KVA Generator
- Solar
- Solar Geysers
- 2 x JoJo Tank
- 3 Phase Electricity

Rates & Taxes: ± R2,611.20 p/m

4. PROPERTY IMAGES

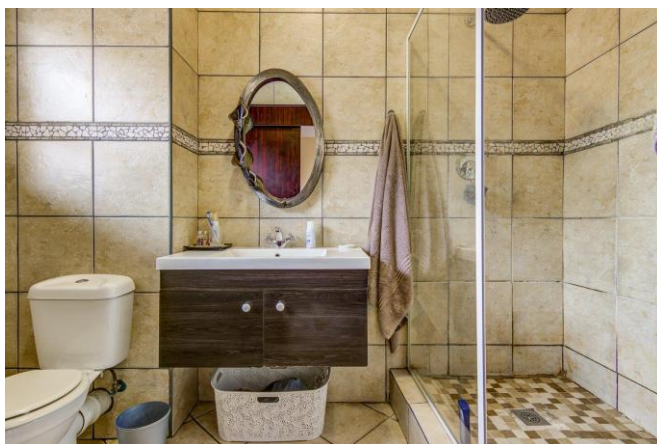
MAIN HOUSE



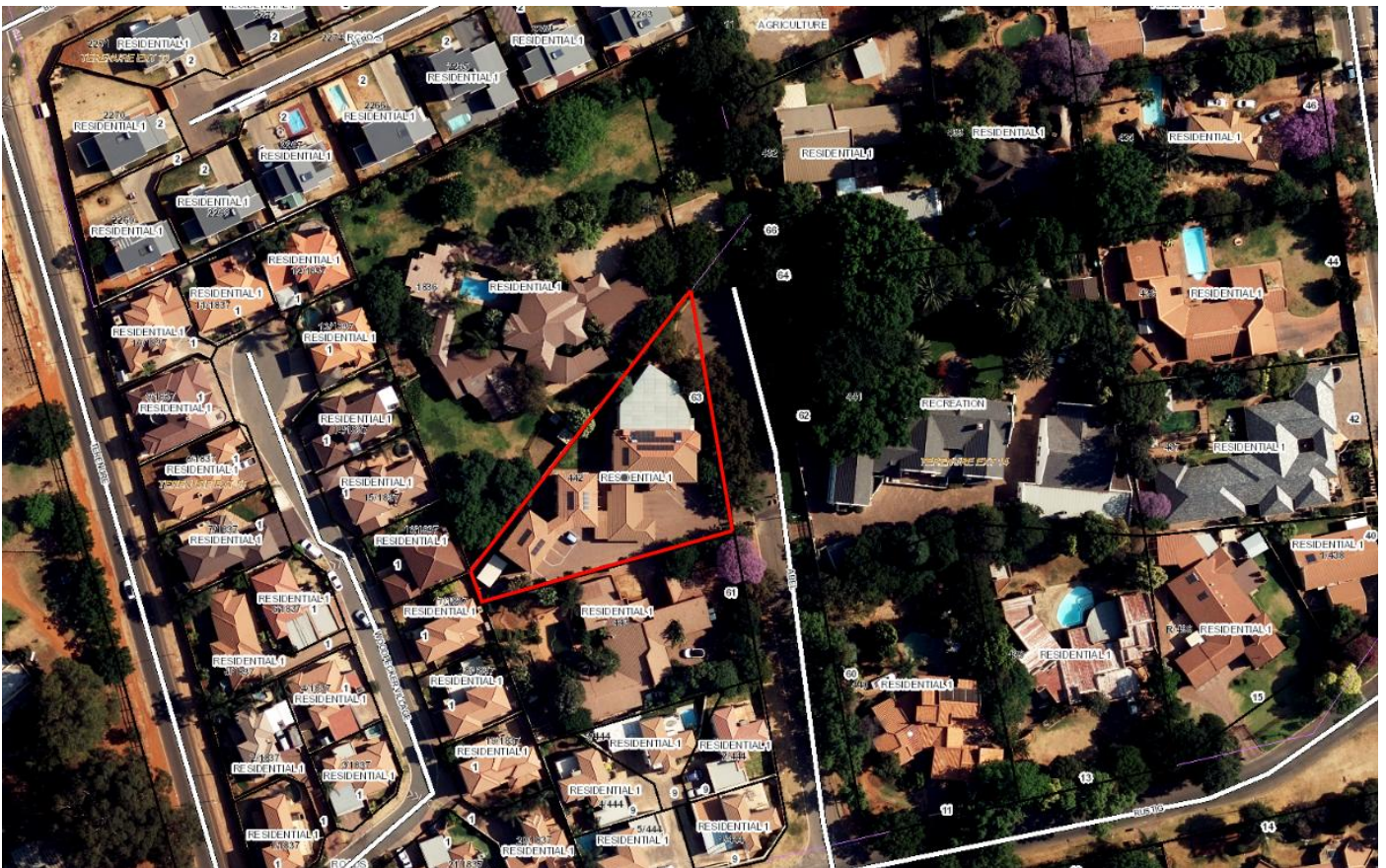




APARTMENTS



5. AERIAL PHOTO / GIS AERIAL



6. MAP

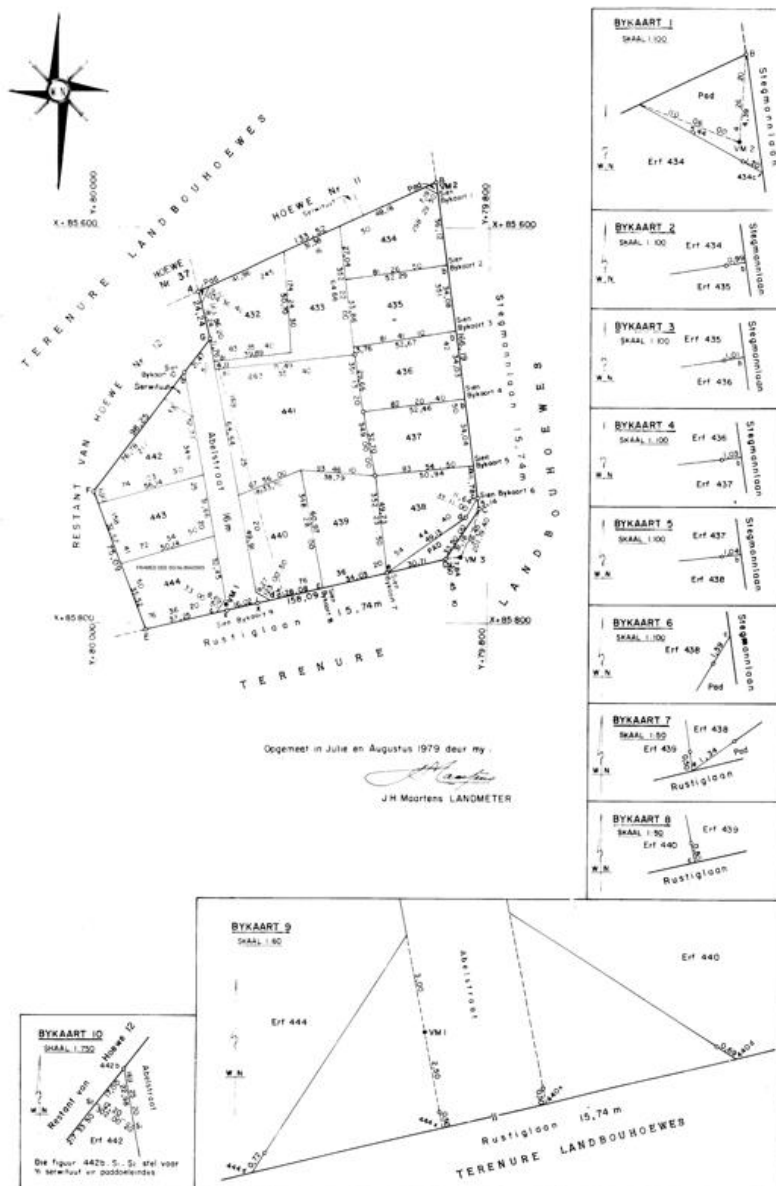


GPS Coordinates 26°04'50.1"S 28°12'01.6"E
-26.080592, 28.200445



7. COPY OF SG DIAGRAM

The SG Diagram indicates a road servitude on the northern corner of the property.



ALGEMENE PLAN

LG Nr. A. 6074/79
Goedgekeur vir Landmeter-Generaal

TERENURE UITBREIDING NR. 14

Bevattende 13 Erwe genommer 432 tot 444 en die strate
Gedeel op Gedeelte 256 van die plaas ZUURFONTEIN 334R

DISTRIK: KEMPTON PARK – PROVINSIE: TRANSVAAL

KAART LG Nr. A3695/73 AKTE VAN TRANSPORT: 12684/1974

Skaal 1:1000

NOTA





Alle blokhoeke is 6,00m afgestomp

BAKENBESKRYWING

A 12mm gat in beton 300mm Noord van hoekpaal
B 12mm ysterpen in beton teenaan hoekpaal
E, F Ysterpaal 150mm hoog teenaan 12mm ysterpen
G Ysterpaal 150mm hoog
434c, 435b, 436b, 437b, Nie gebaken – aanduidingsbakens (12mm ysterpenne)
436c, 438a, 440c, 440d, 440e, 440f, 440g, 440h, 440i, 440j, 440k, 440l, 440m, 440n, 440o, 440p, 440q, 440r, 440s, 440t, 440u, 440v, 440w, 440x, 440y, 440z, 441a, 441b, 441c, 441d, 441e, 441f, 441g, 441h, 441i, 441j, 441k, 441l, 441m, 441n, 441o, 441p, 441q, 441r, 441s, 441t, 441u, 441v, 441w, 441x, 441y, 441z, 442a, 442b, 442c, 442d, 442e, 442f, 442g, 442h, 442i, 442j, 442k, 442l, 442m, 442n, 442o, 442p, 442q, 442r, 442s, 442t, 442u, 442v, 442w, 442x, 442y, 442z, 443a, 443b, 443c, 443d, 443e, 443f, 443g, 443h, 443i, 443j, 443k, 443l, 443m, 443n, 443o, 443p, 443q, 443r, 443s, 443t, 443u, 443v, 443w, 443x, 443y, 443z, 444a, 444b, 444c, 444d, 444e, 444f, 444g, 444h, 444i, 444j, 444k, 444l, 444m, 444n, 444o, 444p, 444q, 444r, 444s, 444t, 444u, 444v, 444w, 444x, 444y, 444z, 445a, 445b, 445c, 445d, 445e, 445f, 445g, 445h, 445i, 445j, 445k, 445l, 445m, 445n, 445o, 445p, 445q, 445r, 445s, 445t, 445u, 445v, 445w, 445x, 445y, 445z, 446a, 446b, 446c, 446d, 446e, 446f, 446g, 446h, 446i, 446j, 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8. COPY OF MUNICIPAL ACCOUNT

www.ekurhuleni.gov.za

 **City of Ekurhuleni**  www.siyakhokha.ekurhuleni.gov.za  [Phone: 0860 543 000](tel:0860543000)
Siyakhokha Portal siyakhokha@ekurhuleni.gov.za  [Twitter: @EMM_Call_Centre](https://twitter.com/EMM_Call_Centre)
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COPY TAX INVOICE
VAT Reg No. 4280193493
Invoice Number: 17103376382025/03/13

Name			Account Number	1710337638	
Ward Number	104	Payments Included Until	2025-03-13	Vat Reg. No.	
Street Address			Electricity / Water Deposit		Statement Date
			Cash	Guarantee	
63 ABEL STREET			6837.94	0.00	2025-03-13
Township			Sectional Title		Property Valuation
			Sectional Title Name	Unit No	Total Value
TERENURE EXT 14					
ERF Number	R65 014 00000442	Portion	00000 0000 0000	Area m2	1702

Date	Icon	Details	Charge (excl. VAT)	VAT	Charge (incl. VAT)
02/12		BALANCE BROUGHT FORWARD	3959.11		3959.11
03/07		PAYMENT - THANK YOU	-5000.00		-5000.00
03/03		PAYMENT - THANK YOU	-4000.00		-4000.00
		SUB TOTAL	-5040.89		-5040.89
PROPERTY RATES					
03/09		VA-VALUE-EXCLUSION	-144.00		-144.00
03/09		PROPERTY RATES RESIDENTIAL	2611.20		2611.20
ELECTRICITY SERVICE					
		2020.000 kWh	6474.91	971.24	7446.15
		Reading dates: Curr 25/02/20 Prev 25/01/14			
		Curr = 13132 Prev = 11112 Cons = 2020			
03/09		METER-NO 908671 TARIFF: ELB-RESIDENTIAL 230/			
03/09		FIXED CHARGE	71.34	10.70	82.04

30 Days	60 Days	90 Days	90 + Days	Total Charge (excl.VAT)	Total VAT	Total Charge (incl.VAT)
0.00	0.00	0.00	0.00	6454.08	1354.17	7808.25

Amount In Advance 0.00 **Due Date** 2025-04-05 **Amount Payable** 7809.00

MESSAGE

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PAY NOW
CLICK TO CONTINUE...

REMITTANCE ADVICE
VAT Reg No. 4280193493

 EasyPay "a better way to pay"	 4 0 2 > >>>>> 9 1333 1710 3376 388	 1 7 1 0 3 3 7 6 3 8
 1710337638	 115441710337638	

Name HC MARAIS
Account Number 1710337638
Due Date 2025-04-05
Amount Payable 7809.00



City of Ekurhuleni

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Twitter: @EMM_Call_Centre




COPY TAX INVOICE

VAT Reg No. 4280193493

Invoice Number:
17103376382025/03/13

a partnership that works

Name		Account Number	1710337638
Ward Number	104	Payments Included Until	2025-03-13
Street Address	Electricity / Water Deposit		
	Cash	Guarantee	Statement Date
63 ABEL STREET	6837.94	0.00	2025-03-13
Township	Sectional Title		
	Sectional Title Name	Unit No	Property Valuation
TERENURE EXT 14			Total Value
ERF Number	R65 014 00000442	Portion	00000 0000 0000
		Area m2	1702

REFUSE REMOVAL					
03/09		REFUSE: DOMESTIC 240L BIN x 1 units	222.88	33.43	256.31
WATER SERVICE					
03/09		Curr = 13063 Prev = 13018 Cons = 45			
		METER-NO CMUB398 TARIFF: WATER-RESIDENTIAL			
		WATER 45 kl	1650.50	247.58	1898.08
		Reading dates: Curr 25/02/20 Prev 25/01/14			
SEWERAGE					
03/09		SEWER-RESIDENTIAL 45 kl	608.14	91.22	699.36
		TOTAL CURRENT LEVY 12849.14			

30 Days	60 Days	90 Days	90 + Days	Total Charge (excl.VAT)	Total VAT	Total Charge (incl.VAT)
0.00	0.00	0.00	0.00	6454.08	1354.17	7808.25
Amount In Advance		0.00	Due Date	2025-04-05	Amount Payable	7809.00

MESSAGE



City of Ekurhuleni

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Siyakhokha Portal
siyakhokha@ekurhuleni.gov.za



Phone: 0860 543 000
Email: callcentre@ekurhuleni.gov.za
Twitter: @EMM_Call_Centre



REMITTANCE
ADVICE

VAT Reg No.
4280193493





> > > > > > 9 1333 1710 3376 388

1710337638


115441710337638


Name
HC MARAIS

Account Number
1710337638

Due Date
2025-04-05

Amount Payable
7809.00

9. CERTIFICATE OF OCCUPANCY

 **Ekurhuleni**
METROPOLITAN MUNICIPALITY

Enquiries : M MABUSELA
Tel. : 011 999 3690
Date Submitted : 29 September 2009

CERTIFICATE OF OCCUPANCY

Date Final : 30-August-2010 (In respect of Buildings)

Tel: 011 999 3690
Fax:
Email:

in terms of the provisions of Section 14 (1) (read with Section 7) of the National Building Regulations and Building Standards Act, 103 of 1977, as amended, a Certificate of Occupancy herewith issued in respect of the building erected as per approved plan.

CONTROL NUMBER : 63509

STAND : 442


TOWNSHIP : TEREURE

PLAN NUMBER : 2010/561

RECEIPT NO & DATE : 123277 2009/09/29

30-08-2010
DATE

Ref: Section 14 of the Act


for BUILDING CONTROL OFFICER

KEMPTON PARK CCC
2010 09 30
BUILDING CONTROL

Bplan\\Data\\Cert Occupation.rpt (c)Water Management Services +27 11 453-4739



Ekurhuleni
METROPOLITAN MUNICIPALITY

Northern Service Delivery Region
KEMPTON PARK SERVICE DELIVERY CENTRE

KEMPTON PARK FIRE STATION
cor Kelvin and Plane Road
SPARTAN

P O Box 1117
KEMPTON PARK 1620
South Africa

Tel : (011) 975 4677/8
Fax : (011) 921 2692
www.ekurhuleni.com

COMMUNITY SAFETY

Our Reference: DMJ van Vuuren
011 975-4677/8

To : Building Control Officer

Date : 15 July 2010

**SUBJECT: CERTIFICATE OF OCCUPANCY FOR GUEST HOUSE: STAND 442
TERENURE**

An inspection was carried out at the abovementioned premises.

The fire protection installations were completed in accordance with the approved Fire Protection Plan and in accordance with the Fire Safety Regulations in terms of Section T and Section W of SABS 0400.

We support the issue of a Certificate of Occupancy in terms of Section 14 of the National Building Regulations Act.



MJ MANTI
STATION MANAGER – CODES
NORTHERN REGION
for DIRECTOR : EMERGENCY SERVICES



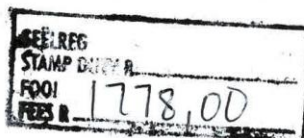
Ekurhuleni
METROPOLITAN MUNICIPALITY

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10. COPY OF TITLE DEED

570

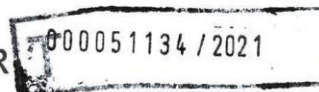
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Prepared by me


CONVEYANCER
MARIA JACOBA FERREIRA
LPCM M20371

DEED OF TRANSFER



BE IT HEREBY MADE KNOWN THAT:

CYNTHIA DU PLESSIS LPCM M13033/

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

which said Power of Attorney was signed
at Pretoria on 10 May 2021 



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Page 2

AND the said Appearer declared that:

Whereas the Transferor was married out of community of property to the Transferee and whereas the Transferee is entitled to the property due to a Court Order made in the High Court of South Africa (Gauteng Division, Gauteng) held at Pretoria under case number 57031/2020 on 26 February 2021 incorporating a Settlement Agreement and that he/she, the said Appearer in his/her capacity aforesaid did by these presents, cede and transfer, in full and free property to and on behalf of



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

ERF 442 TERENURE EXTENSION 14 TOWNSHIP, REGISTRATION
DIVISION I.R., PROVINCE OF GAUTENG

MEASURING 1702 (ONE THOUSAND SEVEN HUNDRED AND TWO)
Square metres

FIRST TRANSFERRED BY DEED OF TRANSFER T20595/1985 WITH
GENERAL PLAN S.G. NO. A6074/1979 RELATING THERETO AND HELD
BY DEED OF TRANSFER T108038/2002

SUBJECT TO THE FOLLOWING CONDITIONS :

- A (a) "Die erf is onderhewig aan 'n serwituut, 2 meter breed, vir riolerings- en ander munisipale doeleindes, ten gunste van die Plaaslike bestuur, langs enige twee grense, uitgesonderd 'n straatgrens, soos deur die plaaslike bestuur bepaal.
- (b) Geen gebou of ander struktuur mag binne die voormelde serwituutgebied opgerig word nie en geen grootwortelbome mag binne die gebied van sodanige serwituut of binne 'n afstand van 2 meter daarvan geplant word nie.
- (c) Die plaaslike bestuur is geregtig om enige materiaal wat deur hom uitgegrawe word tydens die aanleg, onderhoud of verwydering van sodanige rioolhoofpypleidinge en ander werke wat hy volgens goeie dunnke noodsaaklik ag, tydelik te plaas op die grond wat aan die voornoemde serwituut grens en voorts is die plaaslike bestuur geregtig tot redelike toegang tot genoemde grond vir die voornoemde doel, onderworpe daaraan dat die plaaslike bestuur enige skade vergoed



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Page 3

wat gedurende die aanleg, onderhoud of verwydering van sodanige rioolhoofpypleidinge en ander werke veroorsaak word.

B. Die erf is onderworpe aan 'n servituut vir paddoeleindes ten gunste van plaaslike bestuur, soos op die algemene plan aangedui. By die indiening van 'n sertifikaat deur die plaaslike bestuur aan die Registrateur van aktes waarin vermeld word dat sodanige servituut nie meer benodig word nie, verval die voorwaarde."

AND FURTHER SUBJECT to such conditions as are mentioned or referred to in the aforesaid Deed/s.

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

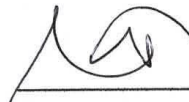
heretofore had to the premises, did in consequence also acknowledge him to be entirely dispossessed of, and disentitled to the same, and that by these presents, the said

her Heirs, Executors, Administrators or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the value of the property to be

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at PRETORIA on

2021-08-02


q.q.

In my presence


REGISTRAR OF DEEDS



Lexis® Convey 17.2.15.7

11. RULES OF AUCTION



Version 1
2025/06/10

RULES OF AUCTION

AND

CONDITIONS OF SALE

PLACE OF AUCTION: ONLINE AUCTION
BID OPENS FROM: MONDAY 7 JULY 2025 @ 08H00
TIME OF AUCTION: TUESDAY 8 JULY 2025 FROM 11H00

BIDEASY AUCTIONS (PTY) LTD
Reg: 2013/085568/07
105 Dely Road, Ashlea Gardens, Pretoria, 0081
Duly represented by: PIETER NEL
(The "AGENT")

Duly instructed by

("The SELLER")

And

("The PURCHASER")

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

TITLE DEED DESCRIPTION: PORTION 0 OF ERF 442 TERENURE EXT 14, IR
KNOWN AS: 63 ABEL STREET, TERENURE, KEMPTON PARK
TITLE DEED: T51134/2021
EXTENT: 1702.0000SQM

Together with all existing lease agreements pertaining thereto and all improvements of a permanent nature thereon ("the PROPERTY") on the following terms and conditions:

1. AUCTION RULES AND PROCEDURE

- 1.1. The property will be sold subject to confirmation.
- 1.2. The seller and the AGENT/AUCTIONEER have a right to bid on the property, but shall not make a bid equal to or exceeding the reserve price.
- 1.3. The rules of auction comply with section 45 of the Consumer Protection Act, Act 68 of 2008 ("the Act") and with the Consumer Protection Act Regulations ("the Regulations") that have been published in terms thereof in Government Gazette No. 34180 on 1 April 2011 (Volume 550) and any amendments thereto from time to time.
- 1.4. Section 45 subsection (2) of the Act provides that: "When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction."
- 1.5. The auction will commence at the published time and will not be delayed to allow any specific person or more persons to take part in the auction.
- 1.6. Registration to bid at the auction:
 - 1.6.1. Anyone that intends to bid at the auction must register his or her identity on the bidder's record prior to the commencement of the auction and such registration must meet the requirements of FICA

(Financial Intelligence Centre Act, 2001) in respect of the establishment and verification of identity of the person and the person must sign the registration entry.

- 1.6.2. A person who attends the auction to **bid on behalf of another person (i.e. on behalf of a company)** must produce a letter of authority that expressly authorises him or her to bid on behalf of that person and that person and the person bidding on his or her behalf must meet the requirements set out in clause 1.6.1 above. Where a person is bidding on behalf of a company the letter of authority must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorising him or her to bid on behalf of the company.
- 1.7. The bidder's record and the vendor roll will be made available for inspection at the offices of the AGENT/AUCTIONEER during normal business hours without the charge of a fee. The bidders' record will also be available for inspection at the auction.
- 1.8. The AGENT has a trust account. All money due to the seller in terms of the Rules of Auction will be paid into this trust account for the benefit of the seller, minus any commission payable to the AGENT.
- 1.9. The AUCTIONEER will during the auction announce the reason for the auction unless that reason is the normal and voluntary disposal of property by the seller.
- 1.10. The total cost of advertising and conducting the auction of the property is **R8 000.00 + VAT** which costs are broken down as follows:
 - 1.10.1. Advertising costs;
 - 1.10.2. Brochure and marketing material;
 - 1.10.3. Boards
- 1.11. The conduct of the auction is subject to the control of the AUCTIONEER who has the sole right to regulate the bidding procedure.
- 1.12. The sale shall be by the rise and the property shall be sold to the highest bidder, subject to the the Rules of Auction.
- 1.13. Every prospective bidder must read the Rules of Auction and must not bid unless he or she has done so.
- 1.14. Every bid shall constitute an offer to purchase the property for the amount bid upon the terms and conditions contained herein, which the seller or the AGENT/AUCTIONEER may accept or reject in their absolute discretion.
- 1.15. In the event of any dispute between the bidders, the decision of the AUCTIONEER shall be final and binding.
- 1.16. Any error by the AUCTIONEER shall be entitled to be corrected by him.
- 1.17. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for in the Rules of Auction, during which time the offer shall be open for acceptance by the seller or his AGENT/AUCTIONEER and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the Act.
- 1.18. The highest bidder ("the purchaser") shall on the fall of the hammer be deemed to have offered to purchase to property for the amount of his or her bid on the terms and conditions contained herein and shall sign the Rules of Auction immediately after the fall of the hammer.

2. PURCHASE PRICE

And the purchase price shall be paid as follows:

- 2.1. A deposit of 5% (FIVE PERCENT) of the purchase price to the **AGENT/AUCTIONEER** by the **PURCHASER** immediately on signature of this agreement, which amount the **PURCHASER** hereby authorises the **AGENT/AUCTIONEER** to pay over to the **SELLERS** attorneys.
- 2.2. The **PURCHASER's** signature hereto shall constitute the **PURCHASER's** written consent to authorise the **SELLER'S ATTORNEY** to invest all amounts paid on account of the Purchase Price in an interest-bearing account with a bank of the **SELLER'S ATTORNEY** choice. The interest shall accrue to the **PURCHASER**.
- 2.3. The balance of the Purchase Price shall be paid in cash and secured, to the satisfaction of the **SELLER's** Attorneys, by a written guarantee from a registered financial institution, payable free of exchange, against registration of transfer of the **PROPERTY** into the **PURCHASER's** name. The **PURCHASER** may elect to secure the balance of the

Purchase Price by payment in cash to the **SELLER's** Attorneys, who shall hold same in trust, pending registration of transfer into the name of the **PURCHASER**. The aforesaid guarantee shall be presented and/or cash shall be payable by the **PURCHASER** to the **SELLER's** Attorneys within 45 (Forty Five) calendar days from date of acceptance hereof by the **SELLER**, failing which, the **PURCHASER** shall be in breach of this agreement.

- 2.4. If guarantees are not provided as per 2.3 above, then the **PURCHASER** shall become liable for the payment of interest on the balance of the purchase price (being the total purchase price minus the amount of the deposit that has been paid in terms hereof) at the rate of 2% (two per centum) above the Prime Rate, per month, calculated from the due date of the guarantees to the actual date when the guarantees are being provided (both days inclusive). Any such interest shall be payable by the **PURCHASER** to the **SELLER** against registration of transfer, but this provision shall not detract in any manner whatsoever from the **SELLER's** rights to act in terms of the breach of contract provisions contained herein below.
 - 2.5. Any payment made by the **PURCHASER** in terms of this Agreement shall be allocated first to the payment of **AGENT/AUCTIONEER's** Commission when due then interest and thereafter to the payment of any other monies due in terms hereof.
3. **ACCEPTANCE AND CONFIRMATION**
- 3.1. By signing this Deed of Sale at the end thereof, the **PURCHASER** offers to purchase the **PROPERTY** on the terms and conditions contained herein and the **PURCHASER's** offer shall remain open for acceptance by **THE SELLER** or by the **AGENT/AUCTIONEER** on behalf of the **SELLER**, until 16H00 on the **15TH DAY of JULY 2025** ("confirmation period"). The **PURCHASER** and the **AGENT/AUCTIONEER** acknowledge and agree that this provision are inserted and intended for the benefit of the **SELLER**.
 - 3.2. The **PURCHASER's** offer shall be deemed to have been accepted only when the **SELLER** or the **AGENT/AUCTIONEER**, whichever may be applicable, has signed this Deed of Sale on behalf of the **SELLER** in the space provided at the end thereof and the **SELLER** shall not be required to notify the **PURCHASER** of the acceptance of its offer prior to expiry of the confirmation period.
 - 3.3. Should the **SELLER** reject the **PURCHASER's** offer, the **AGENT/AUCTIONEER** will repay to the **PURCHASER** any deposit and commission paid to it in terms of this agreement.
 - 3.4. The **SELLER** shall notify the **PURCHASER** in writing of either its acceptance or its rejection of the **PURCHASER's** offer immediately upon receipt of written request therefore from the **PURCHASER**, which request shall not be made before the last day of the Confirmation Period.
 - 3.5. In the event of the sale requiring the consent of any statutory authority or any court of law, then this sale is subject to the granting of such consent.
4. **VALUE-ADDED TAX**
- 4.1. The Purchase Price is exclusive of VAT.
 - 4.2. In the event of VAT being payable on the Purchase price as a result of the sale, such VAT shall be paid by the **PURCHASER** to the **SELLER's** Attorneys immediately on demand therefore.
 - 4.3. In the event of the rate of which VAT is chargeable being amended after the date of signature hereof by the **PURCHASER** and in circumstances in which the amended rate will apply to this transaction, then the Purchase Price shall be adjusted accordingly, the intention being that the **SELLER** shall receive and retain the same amount after payment regardless of the rate at which VAT is payable.
5. **AGENT'S COMMISSION - PURCHASER**
- 5.1. The **PURCHASER** shall be liable for and pay, in addition to the amounts payable in terms hereof, **AGENT's** commission of 10% (ten per cent) plus VAT of the Purchase Price, which commission shall be paid on the fall of the hammer, and shall be deemed to have been earned immediately upon the signing of acceptance of the **PURCHASER's** offer in terms hereof by the **SELLER**.
 - 5.2. The **PURCHASER** shall pay the full amount of **AGENT's** commission into the trust account of the **AGENT** immediately upon the signing of hereof by the **PURCHASER**, but this amount shall remain the property of the **PURCHASER** and shall be retained in trust by the **AGENT** pending acceptance by the **SELLER** of the **PURCHASER's** offer or until the **SELLER** either rejects the offer or until expiry of the confirmation period.

5.3. The PURCHASER shall be liable to pay to the AGENT, upon demand, a fee equal to any bank charges that the AGENT may become liable for upon payment of the AGENT's commission into the AGENT's chosen bank account.

5.4. The provisions of this clause 5 are inserted and intended for the benefit of the AGENT who by his signature hereto, accepts such benefit.

6 OCCUPATIONAL INTEREST

6.1 The PURCHASER shall take occupation of the PROPERTY on registration of transfer.

6.2 In the event that the PURCHASER occupies the property prior to registration of transfer, with written consent by the SELLER, the PURCHASER shall pay occupational interest to the SELLER calculated at 1% (one percent) of the balance of the Purchase Price per month in advance on the first day of every month, from date of occupation until date of transfer, both days inclusive, payable directly to the SELLER's Attorney (reduced pro rata for any period less than a month). If this agreement is cancelled for any reason then the PURCHASER undertakes to immediately restore vacant occupation of the property to the SELLER, it being recorded that no tenancy shall be deemed to have been created hereby.

7 RATES AND TAXES

7.1 The SELLER shall be liable for all rates and taxes and other Municipal charges levied on the PROPERTY for the period prior to occupation and the PURCHASER shall be liable for all rates and taxes and other Municipal charges levied thereafter.

7.2 The PURCHASER shall refund to the SELLER a pro rata share of all rates and taxes and services paid in advance by the SELLER for the period after registration of transfer, which refund shall be paid upon registration of transfer.

8 SELLER RESIDENCY AND WITHHOLDING TAX

It is recorded that the SELLER, AGENT and PURCHASER are aware of an obligation on the part of the PURCHASER to withhold part of the Purchase Price from the SELLER, if he is a non-resident of the Republic of South Africa and pay such withheld portion to the South African Revenue Services (hereinafter referred to as "SARS") in terms of Section 35A of the Income Tax Act, (hereinafter referred to as the "Act") and in that regard:

8.1 The SELLER warrants that he is a RESIDENT of the Republic of South Africa; (delete whichever is not applicable);

8.2 The SELLER hereby indemnifies and holds harmless both the AGENT/AUCTIONEER and the SELLER'S Attorneys attending to the transfer of the PROPERTY hereby sold, against any claim howsoever arising by virtue of them having acted in terms of the Act, on information supplied by the SELLER, or from any other source and the SELLER further waives any right of recourse he may have against the said SELLER'S Attorneys and/or AGENT/AUCTIONEER, in respect of any action or omission by them in terms of the Act, on information supplied to them by the SELLER, or any other source.

9 TRANSFER AND COSTS OF TRANSFER

9.1 Transfer shall not be passed to the PURCHASER, notwithstanding anything to the contrary herein contained, until such time as the total Purchase Price and all other amounts for which the PURCHASER may be liable in terms hereof have been paid and/or payment thereof has been secured as herein provided.

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

9.3 The PURCHASER hereby specifically authorises and agrees to the SELLER'S Attorneys preparing and completing from information provided by the PURCHASER herein, a transfer duty form required by SARS for the clearance of the PROPERTY for transfer; and specifically authorises and agrees to the SELLER'S Attorneys on behalf of the PURCHASER signing and submitting such form to SARS for which preparation, completion, signature and submission this Agreement shall be sufficient authority.

9.4 Transfer of the PROPERTY shall be effected by the SELLER'S Attorneys and all expenses of and incidental to the preparation and registration of transfer, the conveyancing fees, transfer duty (if applicable), disbursements and VAT (if applicable), in respect of such transfer, shall be borne by the PURCHASER including all expenses and legal costs

incidental to the preparation and registration of any mortgage bond to finance the Purchase Price herein, including any disbursement levied by the financial institution approving the finance.

- 9.5 In the event of the **PURCHASER** failing to comply within 7 (seven) days of being requested by the **SELLER's** Attorneys, to furnish them with signed documents or documentation of whatever nature necessary for effecting transfer, or in the event of the registration of transfer being delayed as a consequence of a default on part of the **PURCHASER** (and the widest possible interpretation shall be used in respect of the terms hereof), then *ipso facto* on the 8th (eighth) day after such request, the **PURCHASER** shall pay to the **SELLER** penalty interest, at the rate of 2% (two per centum) above prime, per month calculated on the balance of the purchase price from the said 8th (eighth) day until the date of transfer, (both days inclusive).
- 9.6 The **PURCHASER** acknowledges and accordingly undertakes to comply with all the FICA requirements as set out in Annexure "1" annexed hereto within 7 (seven) days from date of acceptance of this Agreement by the **SELLER** and to supply the **SELLER's** Attorneys all information and documentation required by the **SELLER's** Attorneys to enable the **SELLER's** Attorneys to fulfil their obligations in terms of FICA.
- 9.7 This agreement and the sale contemplated herein shall not be subject to the **PURCHASER** obtaining finance to fund the transaction. The **PURCHASER** warrants that he has the financial ability to proceed with this transaction whether or not a bond is going to be applied for or granted.

10 OCCUPATION AND RISK

- 10.1 Possession of the **PROPERTY** shall be given by the **SELLER** and taken by the **PURCHASER** on registration of transfer and from this date all risks and benefits of ownership in respect of the **PROPERTY** shall pass to the **PURCHASER**.
- 10.2 Should the **PURCHASER** and the **SELLER** agree (in writing) to an earlier occupation date and therefore prior to transfer of the property into the name of the **PURCHASER**, the **PURCHASER** shall at its own expense insure the **PROPERTY** and improvements thereon for the full replacement value thereof from date of occupation, against risk of loss or damage by any cause with an insurer acceptable to the **SELLER**. The **SELLER's** interest in the **PROPERTY** shall be endorsed against such policy for such period.
- 10.3 Upon the **PURCHASER** taking occupation of the **PROPERTY** and pending transfer, the following further provisions shall apply –
 - 10.3.1 the **PURCHASER** shall not sell, let or in any other manner dispose of or part with (whether temporarily or otherwise) the **PROPERTY** or his rights of occupation thereof, except with the written consent of the **SELLER**, which consent shall not be unreasonably withheld;
 - 10.3.2 The **PURCHASER** shall be responsible for and pay all costs of electricity and water consumed in the **PROPERTY**.

11. EXISTING TENANCIES

- 11.1 **SELLER** does not warrant that the **PROPERTY** is currently vacant and gives no undertakings in this regard. It is specifically agreed that it shall be the **PURCHASER's** responsibility, for the **PURCHASER's** own account, to ensure vacant occupation of the **PROPERTY**.
- 11.2 The **PURCHASER** shall be bound by the terms and conditions of all existing leases in respect of the **PROPERTY**, of which he acknowledges he is fully apprised alternatively which he has elected to accept and abide by.

12. REPAIRS AND IMPROVEMENTS

- 12.1 Prior to registration of transfer, the **PURCHASER** shall not be entitled to effect any alterations to the **PROPERTY** without the prior written consent of the **SELLER**.
- 12.2 The **SELLER** shall not be obliged to compensate the **PURCHASER** for any authorised alteration effected in the event of the sale being cancelled.
- 12.3 The **PURCHASER** shall be liable for any damages suffered by the **SELLER** as a result of any alterations effected by the **PURCHASER**, not authorised by the **SELLER**.

13. VOETSTOOTS, EXTENT AND REPRESENTATIONS

- 13.1** The **PROPERTY** is sold “voetstoots” and subject to the terms and conditions and servitudes mentioned or referred to in the current and/or prior Title Deeds and to the conditions of establishment of the Township in which it is situated and to the zoning applied to it under any Town Planning Scheme. The **SELLER** shall not profit by any excess nor shall it be answerable for any deficiency in the extent thereof. Neither the **SELLER** nor the **AGENT/AUCTIONEER** shall be responsible for pointing out to the **PURCHASER** any surveyor’s pegs or beacons in respect of the **PROPERTY**.
- 13.2** The **PURCHASER** acknowledges that he has not been induced into entering into this Agreement by any express or implied information, statement, advertisement or representation made or given any warranties in respect of the **PROPERTY** or anything relating thereto, by the **AGENT/AUCTIONEER** or any other person, or by or on behalf of the **SELLER** and that is not contained in this Agreement.
- 13.3** The **PURCHASER** acknowledges that he has fully acquainted himself with the **PROPERTY** that he has purchased alternatively that he/she has elected to purchase the **PROPERTY** without fully acquainting him/herself therewith.
- 13.4** Annexure 2 hereto sets out information pertaining to the **PROPERTY** which is specifically brought to the attention of the **PURCHASER**.

14. BREACH

- 14.1** If one of the Parties commits a breach of this Agreement or fails to comply with any of the provisions hereof, then the Aggrieved Party shall be entitled to give the Defaulting Party 7 (seven) days notice in writing to remedy such breach or failure (unless such breach or failure occurs after the transfer documents have been lodged in the Deeds Office for registration, in which case the 7 (seven) day period may, at the election of the Aggrieved Party be reduced to 48 (forty eight) hours). If the defaulting party fails to comply with such notice then the innocent party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which the it may have in law, including the right to claim damages:
- 14.1.1** to cancel this Agreement and upon cancellation: -
- 14.1.1.1** if the defaulting party is the **PURCHASER** the **SELLER** shall be entitled to retain all amounts paid by the **PURCHASER**, excluding **AGENT/AUCTIONEER**’s commission, as *rouwkoop* or as a genuine pre-estimate of damage suffered by the **SELLER**, and furthermore the **PURCHASER** shall not be entitled to compensation from the **SELLER** for any improvements of whatsoever nature it may have caused on the **PROPERTY**, whether with or without the **SELLER**’s consent; and
- 14.1.1.2** the **PURCHASER** hereby instructs the **TRANSFERRING ATTORNEY** to pay the deposit, as per clause 2.1, to the **SELLER** as *roukoop* on cancellation.
- (OR)
- 14.1.1.3** if the defaulting party is the **SELLER** the **PURCHASER** shall be entitled to a full refund of all money paid in terms hereof to the **SELLER**, and to claim any other damages from the **SELLER** that it may have suffered as a result of the **SELLER**’s default;
- 14.1.2** to claim immediate performance and/or payment of all the defaulting party’s obligations in terms hereof.
- 14.2** Upon cancellation of this Agreement for whatever reason, the **PURCHASER** hereby undertakes to forthwith vacate the **PROPERTY** and to procure that the **PROPERTY** shall be vacated by any persons who occupy the **PROPERTY** through the **PURCHASER**’s title or by his permission. Occupation shall be re-delivered in the same good condition as at the date of occupation.

15. LEGAL COSTS

The Defaulting Party shall be liable for all legal costs incurred by the Aggrieved Party, the **AGENT/AUCTIONEER** and his **AGENT/AGENT/AUCTIONEER** / Attorneys in enforcing the terms of this agreement, on an Attorney and own client scale, including collection commission.

16. ADDRESS / DOMICILIUM

16.1 The **PURCHASER** and the **SELLER** hereby choose their respective addresses / *domicilium citandi et executandi* for all purposes in respect of this Deed of Sale, including all notices and Court process to be delivered in terms hereof, the address recorded below his signature hereunder. Any notice sent by pre-paid registered post shall be deemed to have been received on the fifth day after posting; any notice delivered by hand shall be deemed to have been received on the day of delivery; any notice sent by telefax or electronically transmitted by email, shall be deemed to have been received on the first business day after date of despatch thereof.

16.2 Notwithstanding anything to the contrary herein contained, any written notice or communication actually received by a Party to this Agreement shall be deemed to be adequate written notice or communication to him notwithstanding that it was not sent or delivered at the chosen address / *domicilium citandi et executandi* or transmitted to such Party's telefax number and/or email address as stipulated herein.

16.3 The terms of "writing" shall include communications by email or facsimile.

17. JOINT AND SEVERAL LIABILITY

If this agreement is concluded with more than one **PURCHASER**, the liability of all such **PURCHASERS** to the **SELLER** and to the **AGENT/AGENT/AUCTIONEER** shall be joint and several *in solidum*.

18. SECTION 112 AND 115 OF THE COMPANIES ACT

18.1 It is recorded that the **SELLER** and the **PURCHASER** are aware of the provisions of Sections 112 and 115 of the Companies Act 71 of 2008 (as amended) ("Section 112"), namely that if the **SELLER** is a company and if the **PROPERTY** constitutes either all or the greater part of the assets or the undertaking of the **SELLER**, then the directors of the **SELLER** shall not have the power, save by a special resolution of the shareholders of the **SELLER**, to dispose of the **PROPERTY**.

18.2 Accordingly, the **SELLER** warrants that the provisions of Section 112 are / are not (delete as appropriate) applicable to the sale of the **PROPERTY**.

18.3 If Section 112 is applicable to the sale of the **PROPERTY** and if the directors of the **SELLER** have not already been granted the necessary authority in terms of Section 112 to dispose of the **PROPERTY**, then within 45 (forty five) days of the acceptance date the **SELLER** shall procure that its shareholders pass a special resolution ratifying the sale of the **PROPERTY**.

18. NOMINEE

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

18.1 the aforesaid notice shall be handed to the **SELLER** by not later than 24h00 on the same day as the acceptance date by the **SELLER**;

18.2 the notice shall set out the name and address of the nominee so nominated as **PURCHASER**;

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

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

18.3.2 that it is bound by the provisions of this Deed of Sale 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 *excussio*.

19. **INSOLVENCY ACT NO. 24 OF 1936**

The Parties agree that notice of the sale of the property, pursuant to this Agreement, will not be published by the **SELLER** and the **SELLER** indemnifies the **PURCHASER** against any claims which may be made arising from the said sale not being advertised. The **SELLER** warrants the **PURCHASER** that if any proceedings of any kind referred to in SECTION 34 of the Insolvency Act No. 24 of 1936, are instituted prior to the date of transfer, it will immediately pay all amounts due to the entity that has instituted such proceedings. The **SELLER** furthermore indemnifies and holds the **PURCHASER** harmless against any losses or damages that the **PURCHASER** may suffer by reason of such proceedings being instituted.

20. **COMPANY TO BE FORMED**

20.1 In the event of the **PURCHASER** signing this agreement in his capacity as AGENT/AUCTIONEER for a company to be formed and the **PURCHASER** fails within 20 (twenty) days from date of acceptance and confirmation of this agreement to register such company having as one of its objects the ratification and adoption of this agreement, or such company fails to adopt or ratify this agreement within 15 (fifteen) days after date of its incorporation, then in such an event the **PURCHASER** shall be deemed as from the date thereof to have entered into this agreement in his personal capacity and to have acquired all the rights and obligations of the **PURCHASER** under this agreement.

20.2 In the event of such company being registered and duly adopting or ratifying this agreement, or the nomination effected, then the **PURCHASER** by his signature hereunder, shall be deemed to bind himself to the **SELLER** as surety and co-principal debtor *in solidum* with such company for the due performance by it as **PURCHASER** of the terms, conditions and obligations arising out of this agreement.

21. **COMPANIES, CLOSE CORPORATIONS, ASSOCIATIONS OR TRUSTS**

21.1 Should the **PURCHASER** be a company, close corporation, association or trust, the person signing this agreement on behalf of such **PURCHASER**, by his signature hereto interposes and binds himself as surety for and co-principal debtor with the **PURCHASER** for the due and proper discharge of all its obligations arising from this agreement.

21.2 If any individual purport to be representing another person including a company, close corporation, association or trust, and signs this Rules of Auction on that basis, that individual shall by signing this agreement on behalf of such other person be held personally liable for the due and proper discharge of all the **PURCHASER**'s obligations in terms of this Rules of Auction and that individual shall be deemed to be the **PURCHASER** where such other person does not exist at the time of signing this Deed of Sale by that individual. This provision does not apply to instances contemplated in clause 19.

22. **ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE**

22.1 The **SELLER** hereby undertakes to furnish the **SELLER**'s Attorneys, prior to occupation or transfer by the **PURCHASER**, whichever is the earlier, with a Certificate of Compliance in respect of the **PROPERTY**, in terms of the Electrical Installation Regulations of 2009 under the Occupational Health and Safety Act (Act No. 85 of 1993, as amended), issued by an electrical contractor who is registered in terms of the Regulations. All costs incurred in obtaining such a certificate, including costs of any repairs or replacements required in order for the certificate to be issued, shall be borne by the **SELLER**.

22.2 Upon the **SELLER** furnishing the **SELLER**'s Attorneys with such certificate, the **PURCHASER** shall have no claim whatsoever against the **SELLER** in respect of electrical installations and no further liability in this regard shall rest upon the **SELLER**.

22.3 The **SELLER** warrants that, as at date of occupation or transfer, whichever is the earlier; there will have been no addition or alteration to the electrical installations existing on the **PROPERTY** subsequent to the issue of such certificate. In the event that there has been any addition and/or alteration, the **SELLER** shall be obliged to obtain a Certificate of Compliance for at least the addition or alteration.

22.4 An Electrical Certificate of Compliance issued not more 2 (two) years prior to the date of this Agreement of Sale shall be valid and effective for the purposes of this clause 22.

23. **DISPUTE RESOLUTION: MEDIATION THEN ARBITRATION**

23.1 Should any dispute, disagreement or claim arise between the parties, which includes the **AGENT/AUCTIONEER**, ("the dispute") concerning this agreement then the parties shall, notwithstanding anything to the contrary contained herein, have the right, but not be obliged, to:

- 23.1.1 submit the dispute to mediation to be administered by the Arbitration Foundation of Southern Africa ("AFSA"), upon such terms as agreed between the parties and the secretariat of AFSA; and
- 23.1.2 failing agreement as aforesaid within 7 (seven) days of the dispute being submitted to mediation, the parties shall refer the dispute to arbitration as provided below.
- 23.2 Failing agreement as referred to above, the dispute shall be submitted to arbitration for final resolution in accordance with the rules of the AFSA by an Arbitrator or Arbitrators appointed by the AFSA.
- 23.3 Unless otherwise agreed in writing by all the parties, any such mediation or arbitration shall be held in Pretoria, South Africa.
- 23.4 The decision of the arbitrator shall be final and binding on the parties to the dispute and may be made an order of the court at the instance of any of the parties to the dispute. The parties hereby exclude all rights of appeal, which might otherwise be conferred upon them by law.
- 23.5 The parties agree to keep the arbitration (including the subject matter of the arbitration and the evidence heard during the arbitration) confidential and not to disclose it to anyone except for purposes of obtaining an order of court as contemplated herein.
- 23.6 The provisions herein constitute an irrevocable consent by each party to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions if invoked by the other. Such provisions are further severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.
- 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 for any relief sought. This Agreement shall further be governed in terms of the law of the Republic of South Africa.
- 25 **GENERAL CLAUSES**
- 25.1 This Deed of Sale constitute the whole agreement between the Parties as to the subject matter hereof and no agreement, representation or warranty between the Parties other than those set out herein are binding on the Parties.
- 25.2 No extension of time, waiver, indulgence or suspension of any of the provisions of this agreement, which any Party hereto may have given, shall be binding unless recorded in a written document signed by all Parties.
- 25.3 No variation or alteration or cancellation of this Deed of Sale or any of the terms hereof, shall be of any force or effect, unless in writing and signed by the Parties hereto.
- 25.4 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and words importing persons shall include partnerships and bodies corporate, and *vice versa*.
- 25.5 The Parties signing this document confirm that they have read and understood all of the terms and conditions contained herein and agree that they are bound hereto.
- 25.6 The **SELLER** and the **PURCHASER** warrant that they are duly authorised to sign this Deed of Sale.
- 25.7 In the event that the property sold in terms hereof forms part of a sectional scheme or Homeowners Association, then the **PURCHASER** acknowledges that the owner and the property are subject to the rules and regulations of the Body Corporate or Homeowners Association, which have been promulgated. The **PURCHASER** warrants he has read and familiarised himself with the applicable rules and regulations and undertakes to sign all documents and do all things necessary in order for him to become and remain a member of the Body Corporate or the Homeowners Association for as long as he is the owner of the section purchased in terms of this agreement. Where relevant it is recorded that the developer has secured and reserved for himself a real right of extension in respect of the property and that the **PURCHASER** purchases this property accepting the developer's real right of extension.

26

CONSUMER PROTECTION ACT

- 26.1 In the event that this agreement is subject to the provisions of the Consumer Protection Act 68 of 2008, then in such event the **SELLER** and the **PURCHASER** hereby incorporate by agreement those provisions of the Act that are applicable to this transaction.
- 26.2 In particular and notwithstanding anything to the contrary hereinbefore contained:
- 26.2.1 The notice for any breach by the **PURCHASER** shall be 20 working days.
- 26.2.2 The cooling off provisions contained in section 16 of the Act shall apply only if this transaction arose as a result of direct marketing.

THE PROPERTY WAS PUT UP FOR SALE BY PUBLIC AUCTION ON THE

_____ DAY OF _____

And sold by the rise for the amount of R _____
(Words) _____

(PLUS VALUE ADDED TAX IF APPLICABLE)

COMPANY/ CLOSE CORPORATION/ TRUST/ OTHER _____

(hereinafter referred to as the "PURCHASER")

ENTITY REGISTRATION NO.: _____

ENTITY ADDRESS: _____

TELEPHONE DETAILS: (landline) _____
(Fax) _____
(Email) _____
(Cell) _____

TO:
MR/MRS/MS _____

(hereinafter referred to as the "PURCHASER")

IDENTITY NO.: _____

ADDRESS: _____

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

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

SPOUSE'S NAME _____

SPOUSE'S ID NO _____

I, THE PURCHASER, HEREBY CONFIRM THAT THE FULL EXTENT OF MY OBLIGATIONS AND RIGHTS HEREIN HAVE BEEN EXPLAINED TO ME AND THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO MAKE THE NECESSARY ENQUIRIES IN RESPECT OF THE PROPERTY AND ALL MATERIAL ASPECTS RELATED TO THIS PROPERTY AND SALE AND THAT I UNDERSTAND THE EFFECT OF THIS AGREEMENT.

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

AS WITNESS:

1. _____

PURCHASER (and where applicable, the signatory binding himself as surety and co-principal debtor *in solidum*)

AS WITNESS:

1. _____

BIDEASY AUCTIONS (PTY) LTD duly authorised (**BidEasy Auctions hereby accepts all the rights conferred upon it in terms of this Agreement**)

ACCEPTANCE AND CONFIRMATION

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

AS WITNESS:

1. _____

SELLER (and where applicable the **SELLER** is duly authorised)

SELLER'S ADDRESS:

I hereby certify that the Rules of auction to the best of my knowledge meet the requirements of Regulation 21 of the Consumer Protection Act

AUCTIONEER FULL NAME(S) Pieter Johannes Lodewikus Nel

SIGNATURE: _____

ADDRESS: 105 Dely Road, Ashlea Gardens, Pretoria, 0081

CONTACT NUMBER: 084 8800 165

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 **AGENT/AUCTIONEER** for all the obligations of the **PURCHASER** under this agreement and in particular for all amounts of money that may be due, including damages, from whatsoever cause arising under renunciation of the benefits of division and excussion. I/We do accept *domicilium et executandi* at the address hereinafter set out.

THUS DONE AND SIGNED at _____ this _____ day of _____

AS WITNESSES:

1. _____
SURETY

2. _____
SELLER

BIDEASY AUCTIONS (PTY) LTD duly authorised

SURETY ADDRESS: _____

Tel No: _____

ANNEXURE 1

BIDEASY AUCTIONS (PTY) LTD

FINANCIAL INTELLIGENCE CENTRE ACT (FICA), 2001

PURCHASER PROFILE

FICA REQUIREMENTS: Natural Persons

1. South African identity document / Foreigner passport;
2. Utility bill addressed to your residential address less than 3 months (accounts for mobile phones are not acceptable);
3. South African Income Tax reference number.
4. Confirmation marital status, i.e. ANC or COP

If Married

5. Marriage certificate –
Community of property – Copy of spouses ID
Ante nuptial Contract – Copy of contract
6. Page 1 (and page 2 if necessary) reflecting the registered number and names of both parties, if your marriage is governed by the Laws of another country/state
8. Name of the country/state governing your marriage, i.e. the country where the Buyer was living at the time of the marriage with the intention of staying there permanently.

FICA REQUIREMENTS: Entities

- Person acting on behalf of the Entity must comply with paragraphs 1 to 4 above.
- All directors / members / trustees must also comply with paragraphs 1 to 4 above

with the following attached:

Companies:

1. CM1.
2. CM22.

Close Corporations:

1. CK1;
2. and, if applicable, CK2.

Trusts:

1. Letters of Authority / Master's Certificate;
2. Trust Deed and all amendments thereto.
3. Resolution to approve the purchase (and loan application, if applicable) taken before the Agreement of Sale was signed. (The only exception is where it is a cash transaction and all the Trustees have signed the Agreement of Sale.)

Detailed FICA requirements for Entities or other, if applicable, must be supplied by Purchasers, in due course.



BidEasy
Auctioneers

Dehan Engelbrecht
073 154 1745 / dehan@bideasy.co.za