

INFORMATION PACK

FOR

PRIME VACANT STAND

WAVECREST - JEFFREYS BAY

ADDRESS:

18 BEEFWOOD CIRCLE, WAVECREST, JEFFREYS BAY



ONLINE AUCTION

BIDS OPEN:

WEDNESDAY, 27 AUGUST 2025 AT 08H00

BIDS CLOSE:

THURSDAY, 28 AUGUST 2025 FROM 11H00

REGISTER TO BID:

www.bideasyonline.co.za

CONTACT:

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

VIEWING:

BY APPOINTMENT ONLY

CONTENT

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TERMS AND CONDITIONS:

- **R10,000.00 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: F1353 (SURNAME/COMPANY NAME)

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

REGISTER TO BID: www.bideasyonline.co.za

1. DISCLAIMER

Whilst all reasonable care has been taken to obtain accurate information, neither BidEasy Auctions, nor any of its subsidiaries or associated companies, nor the Seller/s guarantee the correctness of the information herein and none of the aforementioned will be held liable for any direct or indirect damages or loss, of whatsoever nature, suffered by any person as a result of errors or omissions in the information supplied, whether due to the negligence or otherwise of BidEasy Auctions nor any of its subsidiaries or associated companies or the Sellers or any other person. The Consumer Protection Regulations as well as the Rules of Auction and Conditions of Sale can be viewed at www.bideasy.co.za or at 105 Dely Rd, Ashlea Gardens, Pretoria, 0081.

The Rules of Auction and Conditions of Sale/ Deed of Sale contain the FICA registration requirements if you intend to bid on behalf of another person or an entity. The above lots are all subject to a reserve price and the sale by auction is subject to a right to bid by or on behalf of the owner or auctioneer. All Terms & Conditions apply. BidEasy reserves right to remove / add assets / lots without notice before or on auction day.

2. PROPERTY SUMMARY

PHYSICAL ADDRESS	18 BEEFWOOD CIRCLE, WAVECREST, JEFFREYS BAY
LEGAL DESCRIPTION	PORTION 0 OF ERF 4907, JEFFREYS BAY, EASTERN CAPE
ZONING	RESIDENTIAL
TITLE DEED	T21204/2023
LOCAL AUTHORITY	KOUGA MUNICIPALITY
EXTENT	687m 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	R10,000.00

3. PROPERTY DESCRIPTION

Prime vacant stand located in the popular **Wavecrest – Jeffreys Bay**. This property is close to Fountains Mall, walking distance from Victory Christian School, close to necessary amenities, and only 75 km from Gqeberha (PE).

Wavecrest is one of the most desirable suburbs in Jeffreys Bay, famous for its laid-back beach lifestyle, clean air, and stunning ocean views. It's ideal for families, retirees, and holidaymakers.

This 687m² vacant stand is located on the corner of Beefwood Circle and Naboom Street and is nestled in a residential area with only a few stands available. This stand presents a unique opportunity for potential buyers to acquire a prime stand to customize their dream home to their desired specifications.

Jeffreys Bay's growing tourism and coastal migration trends make properties here more attractive than ever, especially in safe, established suburbs like Wavecrest.

Property in Wavecrest remains in strong demand due to its location near schools, shops, and medical facilities, while still offering quiet streets and natural surroundings.

With the consistent development in the area, vacant stands hold long-term value and offer excellent return on investment, whether you plan to build or resell.

Rates & Taxes: ± R194.65 p/m



4. PROPERTY IMAGES



5. AERIAL PHOTO / GIS AERIAL



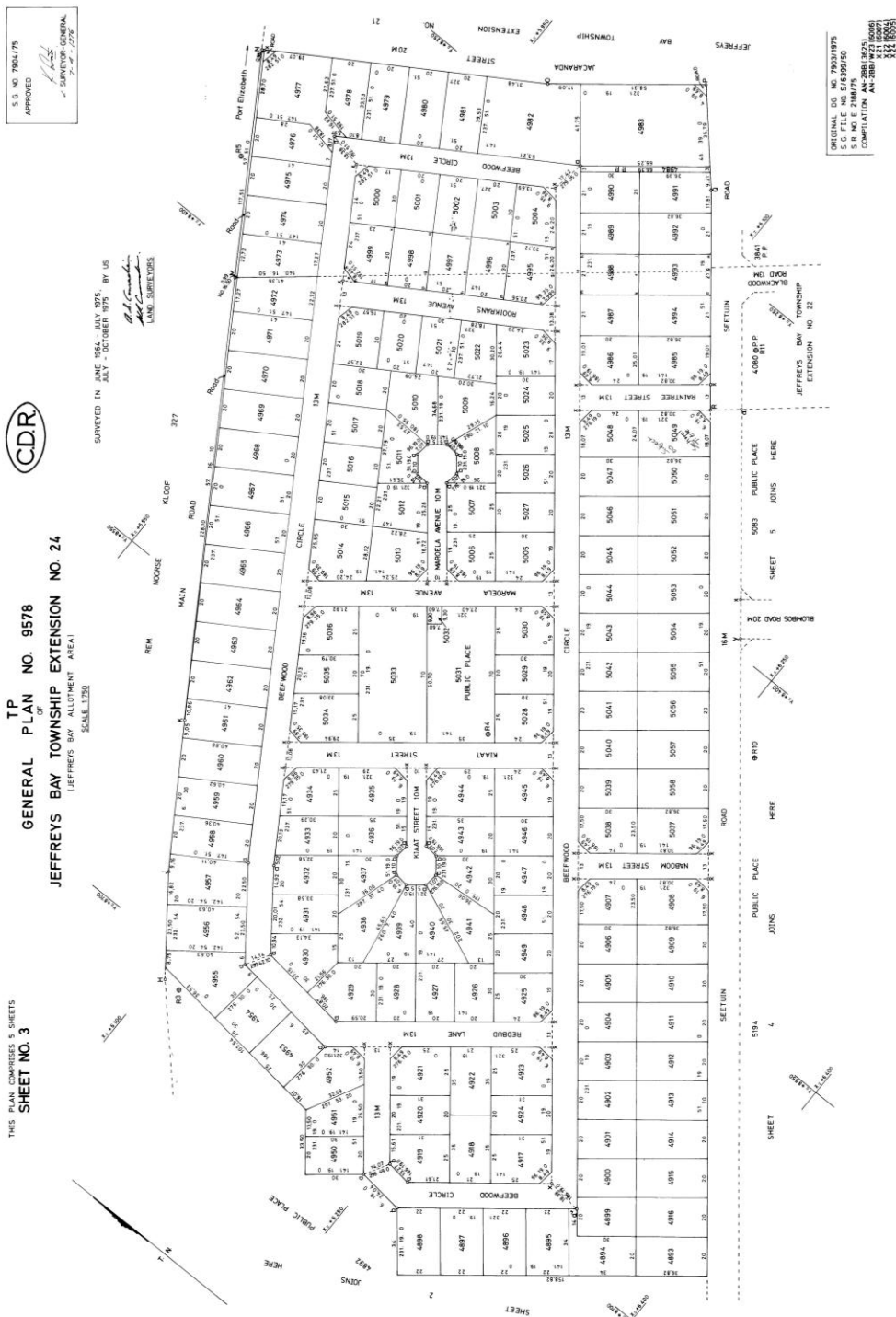
6. MAP



GPS Coordinates 34°01'33.6"S 24°54'25.5"E
-34.026000, 24.907083



7. COPY OF SG DIAGRAM



8. COPY OF MUNICIPAL ACCOUNT

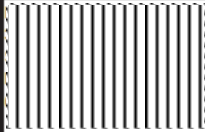


MUNISIPALITEIT • KOUGA • MUNICIPALITY

Jeffreys Bay Lorile Thornhill ☎ 21 JEFFREYS BAY 6330 Tel: 042 200 2200	Humansdorp ☎ 26 HUMANSDORP 6300 Tel: 042 200 2200	St. Francis Bay Cape St. Francis Oyster Bay ☎ 137 ST. FRANCIS BAY 6312 Tel: 042 200 2200	Hankey ☎ 3 HANKEY 6350 Tel: 042 200 2200	Patensie ☎ 129 PATENSIE 6335 Tel: 042 200 2200
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TAX INVOICE / BELASTING FAKTUUR

Page 1 of 1

						TAX INVOICE NO	
						2016808776	
						KOUGA BTW REG.	
						4070193497	
						DEBTOR VAT NUMBER	
						TOTAL VAT	
						116.37	
ACCOUNT NUMBER	ACCOUNT DATE	RECEIPTS POSTED TO DATE	DUE DATE	ANNUAL DUE DATE	DEPOSIT	BUILDING CLAUSE	AREAR
4004907024	24/06/2025	23/06/2025	15/07/2025				
PROPERTY INFORMATION							
SUBURB	ERF	LAND VALUATION	BUILDING VALUATION	TOWNSHIP	STREET ADDRESS	PORTION	USAGE
JBAY WAVECREST	4907				BEEFWOOD CIRCLE 18		3RE8B 1A 3RE8B 1A
SERVICE TYPE				CONSUMPTION	CHARGE	VAT	AMOUNT
Balance brought forward							6749.35
Interest/penalties							57.67
Rates 011679					11679		194.65
Electricity Availability				1	344.48000	51.67	396.15
EMF Levy				1	48.42000	7.26	55.68
Sewerage Availability				1	153.12000	22.91	176.09
Water Availability				1	229.75000	34.47	264.26
** Total monthly:							7893.85
MONTHLY				ANNUAL			
ARREARS	CURRENT	ARREARS	CURRENT	ARRANGEMENT BALANCE		AMOUNT DUE	
6807.02	1086.83	0.00	0.00	0.00		7893.85	
PLEASE NOTE: FROM 1 AUGUST 2024 THE MUNICIPALITY IS MOVING OVER TO ABSA BANK. NEW BANKING DETAILS ARE ATTACHED TO THIS ACCOUNT.							
		REFERENCE	BRANCH CODE		ACCOUNT NUMBER		
		4004907024xxxxxxxxxx	632005		4114414771		

See Account / Sien Rekening

Please note that a search fee will be levied on accounts where incorrect deposit reference has been used.

Neem asseblief kennis dat 'n opsoekfooi gehêf sal word waar betalings met verkeerde verwysingsnrs gebruik is.

SPAR  11369 0040 0490 7024

EasyPay >>>>>> 9163 0040 0490 7024 8

 ACKERMANS  Checkers





0263 4004907024

SCAN TO PAY

9. COPY OF TITLE DEED

A. VIR AKTEBESORGER SE GEBRUIK/ FOR CONVEYANCER'S USE:

(a) Gelyktydige met ander registrasiekantoredeedskeds: Simult with other registration offices:

Kode Code	Firma/Firm	Eiendom/Property	Kantoor/Office
1			
2			
3			
4			

(b) Klant afskrifte van aktes permanent in Aktekantoor gelasseer:
Clients copies of deed filed permanently in Deeds Office:

Aard en nommer van akte Nature and number of deed	Kode Code	Parawe van ondersoekers Initials of examiners

(c) Notes/Notes:

B. VIR AKTEKANTOOR GEBRUIK/ FOR DEEDS OFFICE USE

Verifieke nagesien deur Verified checked by	(1) Oorspronkele (apokrieffe) Township approved (proclaimed)	Omerkings Remarks	Periaal Initials
	(2) Begripingsreue Endowment even		
	(3) Begriping Endowment		
	(4) Voorwaardes Conditions	1. BLACKBROOK	
	(5) Mikro	03 JUL 2023	
	(6) Algemene plan General plan		
	(7) Titel akte Title deed		
	(8) Verbonde teen dorpsstiel Bonds against township title		
	(9) Datum nagesien Date checked		

Datum
Date

Kantoor instruksies/Office instructions:

Seksie/Section:

UITVOERING - EXECUTION

CLARK LAING Inc
136
043 642 1513

A. VIR AKTEKANTOOR GEBRUIK/ FOR DEEDS OFFICE USE:

(a) Datum van indiening/Date of lodgement:

REGISTRATEUR VAN AKTES
KING WILLIAMS TOWN
2023-06-30
REGISTRAR OF DEEDS

(b)

Ondersoekers/Examiners	Kamers Rooms	Skakeling/Linking	Verwerp/Reject	Passeren/Pass
1. S. GAKGAKISA	22			
2. A. PIKA				
3.				

B. VIR AKTEBESORGER SE GEBRUIK/ FOR CONVEYANCER'S USE:
Aard van die Akte byk: Transport, Verband, ens.
Nature of Deed e.g.: Transfer, Bond, etc.

T 21204 / 2023

TRANSPER

Verw. No./Ref No.: Mar 14/15 / 1938

Skakeling/Linking: 1

GELYKTYDIGES/SIMULT

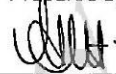
Kode Code	Naam van Partye/Names of Parties	Firma No. Firm No.	No. in alote/lot	Tegelykies ens. bomo Titles etc. Within
1	T. BURGER / BOHA	136	1	T. BURGER / BOHA
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				

Registrasie Versoek deur:
Registration requested by:
DATUM:
DATE:

07000662793

CLARK LAING INC
Schaefer Attorneys
182 CAPE ROAD
MILL PARK
PORT ELIZABETH
600 EX 157 PORT ELIZABETH
136
043 721 1556

Prepared by me,


CONVEYANCER
LIESL-ANN MONAGHAN (84424)

Fee Endorsement		
	Amount	Office Fee
Purchase Price/Value		
Mortgage Capital Amt.		
ALL OTHER REGISTRATIONS		R
Reason For Exemption	Category Exemption	Exempt i.to Sect/Reg AcU/Proc

T 21204 / 2023

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN:

THAT LIESL-ANN. MONAGHAN
(84424)

appeared before me, REGISTRAR OF DEEDS at KING WILLIAM'S TOWN, he/she, the said Appearer, being duly authorised thereto by a Power of Attorney granted to him/her by

ELIZABETH BURGER
Identity Number 740520 0067 08 4
Married out of community of property

dated 29 May 2023

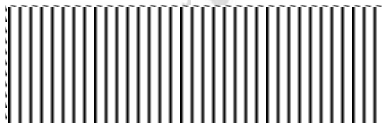
and signed at Dewetsdorp

Schaefer Inc

Form E

LegalSuite (Version 4.5551)
DeedOfTransferConventional.doc

AND the said Appearer declared that his/her principal had on **23 May 2023** truly and legally sold by Private Treaty and that he/she, the said Appearer in his/her capacity aforesaid, did, by these presents cede and transfer to and on behalf of:



Married in community of property to each other

their heirs, executors, administrators or assigns in full and free property:

ERF 4907 JEFFREYS BAY
IN THE KOUGA LOCAL MUNICIPALITY
DIVISION OF HUMANSDORP
EASTERN CAPE PROVINCE

IN EXTENT: 687 (SIX HUNDRED AND EIGHTY SEVEN) SQUARE METRES

FIRST TRANSFERRED by Deed of Transfer Number T53248/1987CTN with General Plan TP Number 9578 and held by Deed of Transfer Number T10915/2019

A. SUBJECT to the conditions referred to in Deed of Transfer Number T11335/1971CTN, save insofar as these may have since lapsed or been cancelled.

B. SUBJECT to the following conditions contained in Deed of Transfer Number T53248/1987CTN imposed by the Administrator of the Province of the Cape of Good Hope in terms of Ordinance Number 33 of 1934, when approving the establishment of Jeffreys Bay Township Extension Number 24, namely: -

1. The owner of this erf shall, without compensation, be obliged to allow electricity, telephone and television cables and/or wires and main and/or other water pipes and the sewerage and drainage, including storm water of any other erf or erven inside or outside this township to be conveyed across this erf, if deemed necessary by the local or other statutory authority and in such manner and position as may from time to time be reasonable required. This shall include the right to access to the erf at any reasonable

Schaefer Inc

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DeedOfTransferConventional.doc

Form E



time to the purpose of construction, altering, removing or inspecting any works connected with the above.

2. The owner of this erf shall be obliged, without compensation, to receive such material or permit such excavation on the erf, as may be required to allow use of the full width of the street and provide a safe and proper slope to risk its bank owing to difference between the levels of the street as finally constructed and the erf, unless he elects to build retaining walls to the satisfaction of and within a period to be determined by the local authority.
3. This erf shall be used only for such purposes as are permitted by the Town Planning Scheme of the local authority and subject to the conditions and restrictions stipulated by the scheme.

Schaefer Inc

Form E

LegalSuite (Version 4.5551)
DeedOfTransferConventional.doc



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

ELIZABETH BURGER, Married out of community of property

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

Married in community of property to each other,

their heirs, executors, administrators or assigns now is and henceforth shall be entitled thereto, conformably to local customs, the State, however, reserving its rights, and finally acknowledging the purchase price of the property hereby transferred to be the sum of

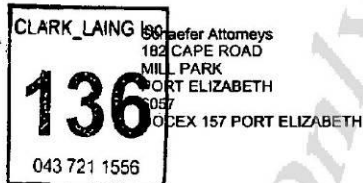
IN WITNESS WHEREOF I, the said Registrar of Deeds together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE AND EXECUTED at the Office of the REGISTRAR OF DEEDS at KING WILLIAM'S TOWN on 07 JUL 2023

In my presence:

Registrar of Deeds

q.q. Signature of Appearer



1-5
D-4
P

Prepared by me,

CONVEYANCER
TANIA SCHAEFER (78508)

POWER OF ATTORNEY TO TRANSFER

I, the undersigned,

ELIZABETH BURGER

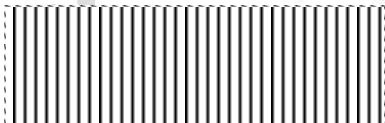
Identity Number 740520 0067 08 4

Married out of community of property

do hereby nominate, constitute and appoint:

JONATHAN SCOTT BUCHANAN CLARK (80944) and/or WENDY LYNN PENNACCHINI (83876) and/or LIESL-ANN MONAGHAN (84424) and/or ANDRE DU PLESSIS (79763) and/or SHAUN PREGALATHAN NAIDOO (88429)

with power of substitution, to be my lawful attorney and agent, in my name, place and stead to appear at the office of the Registrar of Deeds at KING WILLIAM'S TOWN, and then and there as to act as my attorney and agent and to pass transfer to:



Married in community of property to each other

of the following property, namely:

ERF 4907 JEFFREYS BAY
IN THE KOUGA LOCAL MUNICIPALITY
DIVISION OF HUMANSDORP
EASTERN CAPE PROVINCE

IN EXTENT: 687 (SIX HUNDRED AND EIGHTY SEVEN) SQUARE METRES

Held by Deed of Transfer Number T10915/2019

sold to them by me by **Private Treaty** on **23 May 2023**, for the sum of



which has been duly secured; and generally for effecting the purposes aforesaid, to do whatsoever shall be requisite as fully and effectually, to all intents and purposes as I might or could do, if personally present and acting therein; hereby ratifying, allowing and confirming and promising and agreeing to ratify, allow and confirm all and whatsoever my said Attorney and Agent or substitute, shall in my name lawfully do or cause to be done, by virtue of these presents.

Schaefer Inc

SB AR JMM /
LegalSuite (Version 4.5551)
Power Of Attorney Conventional.doc

Signed at Dawetdorp
on 29 May 2023 in the presence of the undersigned witnesses.

As Witnesses

1. [Signature]

2. [Signature]

[Signature]
ELIZABETH BURGER

[Signature]

CLARK LAING Inc
136
 043 721 1556


KOUGA
 local municipality
Good Governance through Service Excellence

KOUGA LOCAL MUNICIPALITY

CERTIFICATE IN TERMS OF SECTION 118 OF THE LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT, 2000 (ACT No. 32 OF 2000)
(AS PRESCRIBED IN TERMS OF SECTION 120 OF ACT No. 32 OF 2000)

ISSUED BY KOUGA LOCAL MUNICIPALITY

In terms of section 118 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), it is hereby certified that all amounts that became due to Kouga Local Municipality in connection with the undermentioned property situated within that municipality for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties during the two years preceding the date of application for this certificate, have been fully paid.

DESCRIPTION OF PROPERTY (see definition of property in section 1 of Act 32 of 2000)

21 Digit Code (or Municipal Reference Number): ERF 4907 JEFFREYS BAY

Erven: 4907

Portion: 0

Extension: JEFFREYS BAY

Zoning:

Registration division / Administrative District:

Suburb:

Town:

Sectional Title unit number:

Exclusive use area and number as referred to on the registered plan:

Real right:

Scheme registration number:

Sectional Title Scheme Name:

Registered owner: ELIZABETH BURGER (7405200067084)

Name and Identity/ Registration Number of all purchaser/s: 

This Certificate is valid until: 25/08/2023

Given under my hand at JEFFREYS BAY on 26/06/2023

Digitally signed by Kouga Local Municipality
Signee: Raymond Brown
Sign date: 26/06/2023 03:39:50.362 PM
Expiration date: 06/04/2026 11:16:46 AM

MUNICIPAL MANAGER
Kouga Local Municipality

Date issued: 26/06/2023

Authorised Officer: Raymond Brown

Certificate By Conveyancer:
I Tania Schaefer (78908) (full name and surname) hereby certify that this is a print-out of a data message in respect of the original clearance certificate electronically issued by the Kouga Local Municipality.

Conveyancer

Date

27 June 2023

21 Digit Code (or Municipal Reference Number): ERF 4907 JEFFREYS BAY

Page 1 of 1

Certificate number: 12541240

9

www.bideasy.co.za

PROD DEEDS REGISTRATION SYSTEM - KING WILLIAMS TOWN
PREPARED BY : DRS07088 - MAHEBE THOZAMA

DATE : 20230630 TIME : 10:48:21.1 PAGE : 1

TRACK NUMBER : 78888662793

BLACK-BOOKING ENQUIRY ON NAME - BURGER, ELIZABETH
ID NUMBER - 7405200667084
BIRTH DATE - 19740528
MARITAL STATUS - MARRIED OUT
MAIDEN NAME -
TYPE OF PERSON - PRIVATE PERSON

PERSON NAME AND ID

CONTRACTS/INTERESTS

NOTED ON SCAN/MICRO REF

BURGER, ELIZABETH

I-1177/19611

8

** PLEASE NOTE : THE INFORMATION APPEARING ON THIS PRINTOUT IS FURNISHED FOR PURPOSES OF INFORMATION ONLY.
FOR MORE DETAILED INFORMATION, PLEASE REFER TO THE REGISTERED SOURCE DOCUMENTS.

*** END OF REPORT ***

PROD DEEDS REGISTRATION SYSTEM - KING WILLIAMS TOWN DATE : 20230630 TIME : 10:48:48.8 PAGE : 1
 PREPARED BY : DRS07088 - MAMBE THOZANA

TRACK NUMBER : 70600662793

PROPERTY DETAILS PRINT FOR PORTION 0
 BRF NO 4987
 TOWNSHIP JEFFREYS BAY
 REG DIV NOT AVAILABLE

PROVINCE EASTERN CAPE
 PREV DESCRIPTION PTN OF 5490-TP9578
 DIAGRAM DEED NO T53248/1987
 EXTENT 687 SQM
 CLEARANCE KOUKA MUN

NO INTERDLCTS

DOCUMENTS
 CONVERTED FROM CTN

HOLDER

AMOUNT

O/P/A SCAN/MICRO REF MDD

OWNER DETAILS

FULL NAME & SHARE
 BURGER ELIZABETH

PURCH DATE AMOUNT/REASON O/P/A IDENTITY
 20190521 R175000.00 7405200067084

TITLE DEED
 T10915/2019

MDD MICROFILM REF
 0711 20190718142958

* O/P/A - O - MULTIPLE OWNER P - MULTIPLE PROPERTY A - MULTIPLE OWNER AND PROPERTY

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*** END OF REPORT ***

10. RULES OF AUCTION

Version 1
2025/08/06

RULES OF AUCTION

AND

CONDITIONS OF SALE

PLACE OF AUCTION: ONLINE AUCTION
BID OPENS FROM: WEDNESDAY 27 AUGUST 2025 @ 08H00
TIME OF AUCTION: THURSDAY 28 AUGUST 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 INFORMATION: PORTION 0 OF ERF 4907JEFFREYS BAY, KOUGA MUN, EASTERN CAPE
KNOWN AS: 18 BEEFWOOD CIRCLE, WAVECREAST, JEFFREYS BAY
TITLE DEED NUMBER: T21204/2023
IN EXTENT: 687.0000SQM

together with all existing lease agreements pertaining thereto and all improvements 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 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 allowing 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 / AUCTIONEER 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 / AUCTIONEER.
 - 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 **R15 000.00** which costs are broken down as follows:
 - 1.10.1. Advertising costs;
 - 1.10.2. Brochure and marketing material;
 - 1.10.3. Photography.
 - 1.10.4. 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 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 **SELLER'S** 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**, or the **SELLER'S** attorney to pay the deposit to the **SELLER**.
 - 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 **4TH day of SEPTEMBER 2025** ("7 DAY 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.
4. **VALUE-ADDED TAX**
 - 4.1 The Purchase Price is exclusive of VAT.
 - 4.2 It is recorded that:
 - 4.2.1 The **PROPERTY** constitutes an enterprise as defined in the Act and is sold as a going concern that will on the date of transfer be an income earning activity capable of separate operation, and the supply of the **PROPERTY** shall be 'zero rated' in terms of Section 11 (1) (e) of the Act;
 - 4.2.2 The assets and all other aspects of the business that are necessary for carrying on the enterprise, including all existing lease agreements pertaining to the property and any deposits of tenants, are being disposed of to the **PURCHASER** in terms of this Agreement.
 - 4.3 The **SELLER** and **PURCHASER** respectively warrant, if applicable, to the other that they will, with effect from the date of conclusion of this Agreement, be registered as vendors in terms of the Act. The **PURCHASER** undertakes to provide the **SELLER's** attorneys with a copy of its VAT Registration Certificate (form VAT 103) at least 21 (twenty one) days before the anticipated Transfer Date and the **PURCHASER** warrants that it has applied for VAT registration before the date of conclusion of this Agreement.
 - 4.4 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.
 - 4.5 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 / AUCTIONEER'S COMMISSION – PURCHASER**

- 5.1 The PURCHASER shall be liable for and pay, in addition to the amounts payable in terms hereof, AGENT / AUCTIONEER's commission of 10% (TEN PERCENT) plus VAT of the Purchase Price, which commission is payable on the fall of the hammer and is due on acceptance of the offer by the SELLER.
 - 5.2 The PURCHASER shall pay the full amount of AGENT / AUCTIONEER's commission into the trust account of the AGENT / AUCTIONEER immediately upon the signing hereof by the PURCHASER, but this amount shall remain the property of the PURCHASER and shall be retained in trust by the AGENT / AUCTIONEER until acceptance of the offer by the SELLER.
 - 5.3 The PURCHASER shall be liable to pay to the AGENT / AUCTIONEER, upon demand, a fee equal to any bank charges that the AGENT / AUCTIONEER may become liable for upon payment of the AGENT / AUCTIONEER's commission into the AGENT / AUCTIONEER's chosen bank account.
 - 5.4 The provisions of this clause 5 are inserted and intended for the benefit of the AGENT / AUCTIONEER who by his signature hereto, accepts such benefit.
6. OCCUPATIONAL INTEREST
- Should the PURCHASER take occupation of the PROPERTY prior to registration of transfer, 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 / AUCTIONEER and PURCHASER are aware of an obligation on the part of the PURCHASER to withhold part of the Purchase Price from the SELLER, if 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 / is not a RESIDENT of the Republic of South Africa; (delete whichever is not applicable);
 - 8.2 The SELLER hereby indemnifies and holds harmless both the 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, subject to clause 3.6, 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 The **PURCHASER** shall be bound by the terms and conditions of all existing leases, of which he acknowledges he is fully apprised alternatively which he has elected to accept and abide by.
- 11.2 The highest bid obtained at the auction for the sale of the property subject to the lease, is insufficient to meet the amount owing under any Mortgage Bond registered over the **PROPERTY**, then the **PROPERTY** may be sold free of any lease which was entered into after registration of any mortgage bond over the **PROPERTY** or any lease entered into prior to the registration of any mortgage bond of which lease the holder of the mortgage bond had no knowledge.
- 11.3 The **PURCHASER** is aware of the provisions of:
 - 11.3.1 The Restitution of Land Rights Act 22 of 1994:
 - 11.3.2 The Land Reform (Labour Tenants) Act 3 Of 1996:
 - 11.3.3 The Extension of Security of Tenure Act 62 of 1997,

Which regulate and / or secure the rights of tenure and occupation on land of any third party. Save as may be herein set out, the **SELLER** has not given any warrant or made any representations, whether express or implied, to the **PURCHASER** regarding the rights in law of any occupier or potential occupier or any third party in terms of the aforementioned Acts and more particularly, that such rights may not exist. The **PURCHASER** indemnifies the **SELLER** against any claim or action which any occupier may bring in terms of the **PROPERTY**.

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 effect 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, subject to clause 3.7, 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.

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 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 **TRANSFERING 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.

- 14.3 Occupation of the **PROPERTY** by the **PURCHASER** or persons on the authority of the **PURCHASER** shall not create a tenancy either in terms of any statutory provision or at common law.

15 **LEGAL COSTS**

The Defaulting Party shall be liable for all legal costs incurred by the Aggrieved Party, the **AGENT / AUCTIONEER** and his **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 / 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**.

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 by 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 **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:

- 20.1 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**

- 20.2 the notice shall set out the name and address of the nominee so nominated as **PURCHASER**;
- 20.3 the notice shall be accompanied by the nominee's written acknowledgement:
- 20.3.1 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
- 20.3.2 that it is bound by the provisions of this Deed of Sale as the **PURCHASER**;
- 20.3.3 should the **PURCHASER** nominate a nominee in terms of this clause, then:
- 20.4 all reference to the **PURCHASER** in this agreement shall be deemed to be a reference to its nominee; and
- 20.5 the **PURCHASER** by his signature hereto, hereby interposes and binds himself as surety and co-principal debtor *in solidum*, for and on behalf of all the obligations of the aforesaid nominee as **PURCHASER**, to and in favour of the **SELLER**, for all the **PURCHASER'S** obligations under this agreement, including damages, and renounces the benefits of division and *excussion*.
21. **COMPANY TO BE FORMED**
- 21.1 In the event of the **PURCHASER** signing this agreement in his capacity as 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.
- 21.2 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.
22. **COMPANIES, CLOSE CORPORATIONS, ASSOCIATIONS OR TRUSTS**
- 22.1 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.
- 22.2 If any individual purport to be representing another person including a company, close corporation, association or trust, and signs this Deed of Sale 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 Deed of Sale 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.
23. **ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE**
- 23.1 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**.
- 23.2 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**.
- 23.3 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.
- 23.4 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 21.

- 23.5 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 **PURCHASER**.

24. DISPUTE RESOLUTION: MEDIATION THEN ARBITRATION

- 24.1 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:
- 24.1.1 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
- 24.1.2 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.
- 24.2 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. Unless otherwise agreed in writing by all the parties, any such mediation or arbitration shall be held in Pretoria, South Africa.
- 24.3 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.
- 24.4 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.
- 24.5 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.

25. 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.

26. GENERAL CLAUSES

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 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*.
- 26.5 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.
- 26.6 The **SELLER** and the **PURCHASER** warrant that they are duly authorised to sign this Deed of Sale.
- 26.7 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.

27. **CONSUMER PROTECTION ACT**

27.1 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.

27.2 In particular and notwithstanding anything to the contrary hereinbefore contained:

27.2.1 The notice for any breach by the **PURCHASER** shall be 20 working days.

27.2.2 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: 832 Jan Shoba Street, Brooklyn, Pretoria

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



BidEasy

Auctioneers

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