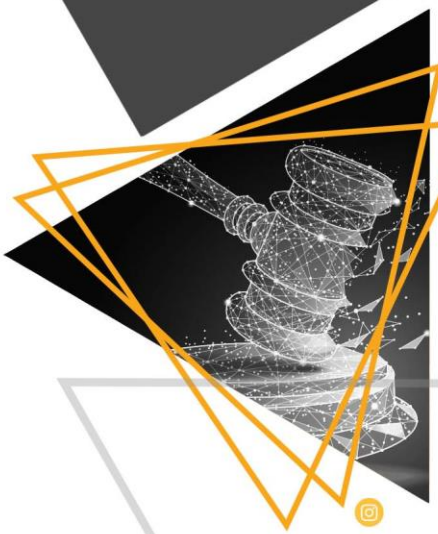

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Conditions of Sale

Insolvent Estate Property Online & Onsite Auction - Brits, NW

ERF 928 - 5 Lurdorf Street, Brits

PROPERTY CONDITIONS OF SALE

AGREEMENT OF PURCHASE AND SALE OF IMMOVABLE PROPERTY INCORPORATING CONDITIONS OF SALE

Entered into between:

CLEAR CREEK TRADING 66 (PTY) LTD t/a SA AUCTION
REGISTRATION NUMBER: 2008/003218/07
Duly represented by: **RUDOLF HERBST, ID NUMBER: 710731 5017 08 3**

(The "***AUCTIONEER***")

AND

SELLER 1 Full names: INSOLVENT ESTATE HERMANUS STEPHANUS FABER	ID number: 8011155033086
Marital Status –tick relevant box: - Unmarried - In Community of Property - Out of Community of Property - Traditional	☐ ☐ ☐ ☐

Person(s) (full names, surname & ID number) representing the legal entity (Company, Close Corporation or Trust):

INSOLVENT ESTATE HERMANUS STEPHANUS FABER duly represented by A Moollajie and D Ismail as appointed joint trustees by Master of the High Court – Estate No: T0506/25

(The "***SELLER***")

To offer for sale by public auction the following immovable property:

FULL TITLE PROPERTY

Erf / Stand number:	928 PORTION 10
Town:	BRITS
Province:	NORTH-WEST
Title Deed number:	**T75030/2021**
Street Address:	5 Lurdorf Street, Brits
Registered Size:	1115 m²

Including any lease or rental agreement of force and effect and all improvements of a permanent nature (The **"*PROPERTY***") on these terms and conditions as set out in this Agreement of Purchase and Sale of Immovable Property incorporating Conditions of Sale (The "***AGREEMENT***") as follows:

Seller **Auctioneer** **Purchaser**

PROPERTY CONDITIONS OF SALE

On: **Date:** **Wednesday 5 August 2026**
Time: 12:00
Venue: 5 Lurdorf Street, Brits & www.saauctiongroup.co.za

For: **PURCHASE PRICE:**

Highest Bid	R_____
VAT on Bid	N/A_____
TOTAL (including VAT)	**R**_____
AUCTIONEERs commission	R_____ (Buyer's Commission)
VAT on commission	R_____ (Buyer's Commission)
TOTAL (including VAT)	**R**_____ (Buyer's Commission)
TOTAL (including Commission)	**R**_____

By:

PURCHASER 1 Full names: or Registered name:	ID number: or Registration number:
Marital Status – tick relevant box: - Unmarried - In Community of Property - Out of Community of Property - Traditional	☐ ☐ ☐ ☐
PURCHASER 2 Full names: Or Registered name:	ID number: or Registration number:
Marital Status – tick relevant box: - Unmarried - In Community of Property - Out of Community of Property - Traditional	☐ ☐ ☐ ☐

Person(s) (full names, surname & ID number) representing the legal entity (Company or Close Corporation or Trust):

(The "***PURCHASER***")

Seller **Auctioneer** **Purchaser**

PROPERTY CONDITIONS OF SALE

1. AUCTION PROCESS

1.1 The sale by auction is subject to a reserve price.

1.2 The **complete bidders pack** is made available for download or inspection from SA Auction's website or offices. It remains the responsibility of the **PURCHASER** to fully familiarize himself with the content thereof.

1.3 If there are no bids equal to or exceeding the reserve price, the property can be withdrawn from the auction.

1.4 Only **properly registered bidders may participate** in the auction:

1.4.1 Anyone intending to bid at the auction must be registered as a bidder prior to commencement of the auction. Such a registration must meet all the **FICA** requirements, including the registration requirements as set out by the **AUCTIONEER** regarding registration deposits (if applicable).

1.4.2 Any person who attends the auction to bid on behalf of another person or on behalf of a legal entity, must be **properly authorised** to do so (letter of authority and/or resolution to this effect if applicable).

1.5 The **AUCTIONEER** reserves the right to refuse any bid without giving any reason for such refusal. In the event of a dispute between bidders, the **AUCTIONEER** will have the final say. In the event of a dispute between any bidder and the **AUCTIONEER**, the Property will immediately be re-auctioned.

1.6 The Agreement shall serve as a deed of sale, whether the Property is sold by Public Auction or by Private Treaty.

1.7 The highest bidder (the **PURCHASER**) must sign this Agreement immediately on the fall of the hammer.

1.8 The **AUCTIONEER** is entitled to correct any error he might make on discovery thereof.

1.9 In the event of any error being made by the **AUCTIONEER**, such error will not be binding on the **SELLER** or the **AUCTIONEER**, nor shall the **SELLER** and/or **PURCHASER** have any right, remedy or claim of any nature whatsoever against the **AUCTIONEER** for any loss, damage (whether general, special or consequential), expense or injury which may be suffered by the **SELLER** and/or **PURCHASER**, directly or indirectly, arising out of or relating to this Agreement and/or auction and/or private treaty, irrespective of whether or not such loss, damage, expense or injury shall have been caused by the negligence of the **AUCTIONEER** or any person for whose acts or omissions the **AUCTIONEER** is vicariously liable.

1.10 No bid may be withdrawn from the fall of the hammer until the expiry of the confirmation period. During this time the bid shall remain open for acceptance by the **SELLER** or his agent and once the offer is accepted, the sale is deemed to be a sale by Auction for purposes of the Act (Consumer Protection Act, Act 68 of 2008).

1.11 Should the **SELLER** for any reason not be available to sign and accept the offer, a written letter of confirmation will be sent by the **SELLER** to the **PURCHASER** to inform him of the acceptance. This written acceptance will be binding on the **SELLER** to sign this Agreement immediately on his availability.

2. CONFIRMATION PERIOD AND ACCEPTANCE BY SELLER

2.1 The Property will be **provisionally sold to the highest bidder, subject to confirmation and acceptance by the SELLER within 14 (fourteen)** business days in writing. The confirmation date is hereby determined as Wednesday 26 August 2026 at 16:00.

2.2 Should the **PURCHASER** not receive any written confirmation or the signed Agreement by the close of the confirmation period, it is understood by the **PURCHASER** that his offer has not been accepted.

2.3 **Acceptance** of the **PURCHASER'S** offer occurs **ONLY** once the **Agreement is signed and accepted by the SELLER and the AUCTIONEER**.

Seller **Auctioneer** **Purchaser**

2.4 The **SELLER** is required to notify the **PURCHASER** that he/she has accepted the offer before close of the confirmation period.

2.5 Should the **SELLER** decline to sign and accept the offer, he/she shall not be called upon to furnish his/her reasons therefore.

2.6 If the **PURCHASER'S** offer is not accepted, the **PURCHASER** shall be refunded his/her deposit and commission within 14 (fourteen) business days.

2.7 **Where the sale is subject to consent and/or must be confirmed by any statutory authority in terms of any applicable legislation, the Master of the High Court (applicable where the Seller is a Deceased or Insolvent Estate) or a court of law, then the sale is subject to such consent**.

3. PURCHASE PRICE

The **purchase price** of the Property a**nd Transfer Duty** must be paid as follows:

3.1 A **DEPOSIT** equal to **10%** (Ten Percentum) calculated on the Purchase Price is payable to the **AUCTIONEER** by the **PURCHASER immediately on the fall of the hammer and it is recorded that aforementioned DEPOSIT is INCLUSIVE of the AUCTIONEER'S Commission, plus VAT, as stipulated in clause 4 below.**

3.2 Payment to be made into the trust account of the **AUCTIONEER**: **Clear Creek Trading 66 (Pty) Ltd, ABSA, 411 150 76 10, 632 005, immediately on the fall of the hammer**, but this amount remains the property of the **PURCHASER** and shall be retained in trust by the **AUCTIONEER** 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.

3.3 No offer will be presented to the **SELLER** for consideration without the receipt or proof of payment of such deposit as stipulated in clause 3.1.

3.4 Upon the **SELLER'S** acceptance of the **PURCHASER'S** offer, the balance of deposit will be transferred to the **TRANSFERRING ATTORNEY'S** account upon written confirmation of banking details provided by said attorney to the **AUCTIONEER**.

3.5 The balance of the Purchase price shall, within 45 (forty-five) business days from acceptance hereof by the **SELLER**, be paid in cash and/or secured, to the satisfaction of the **TRANSFERRING ATTORNEY'S**, by a bank guarantee or other irrevocable guarantee from a registered South African Bank or Financial Institution.

3.6 Said guarantee and/or cash payment must provide for all costs and transfer duties payable to the **TRANSFERRING ATTORNEY**.

3.7 Should any item purchased be financed by the **PURCHASER** through a financial institution, proof of approved finance must be presented to the **AUCTIONEER** during the bidder registering process. Such proof must be sent to the **AUCTIONEER** at least 12 (twelve) hours before the close of the auction. Such proof must be sent to admin@saauctiongroup.co.za and it remains the duty of the **PURCHASER** to confirm that such proof was indeed received by the **AUCTIONEER.**

3.8 The **PURCHASER** understands that his bid (offer to purchase) is not subject to a suspensive condition of a loan or finance to be obtained and the **PURCHASER** warrants that he will be able to pay the balance purchase price, transfer and bond costs, occupational rent (if applicable) and VAT (if applicable) as provided for in this Conditions of Sale. In the event that the **PURCHASER** fails to make payment of any amounts due, it will be regarded as a breach of contract.

3.9 If guarantees are not provided or cash payments made as per clauses 3.4, 3.5 and 3.6 above, then the **PURCHASER** shall become liable for the payment of interest calculated 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 or cash payments until the actual date when guarantees or cash payment are provided or payments made (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.

3.10 All payments made by the **PURCHASER** may be appropriated first to any **AUCTIONEER'S** cost when due then interest and thereafter to the payment of any other monies due in terms hereof.

4. AUCTIONEER COMMISSION

4.1 The **PURCHASER** is liable and shall pay, included in the deposit as stipulated in clause 3.1, **AUCTIONEER'S Commission** equal to **5%** (Five percentum) of the Purchase Price **plus VAT thereon**, which commission is agreed by the parties to have been earned and is payable immediately upon the signing and acceptance of the **PURCHASER'S** offer in terms hereof by the **SELLER**. Once the offer is accepted by the **SELLER** the appointed **TRANSFERRING ATTORNEY** will handle all matters going forward, the transaction will be seen as completed on Clear Creek Trading 66 (Pty) Ltd T/A SA Auction's side - the **AUCTIONEER** shall not be liable to refund the commission regardless of what transpires after the **SELLER'S** acceptance of the offer.

4.2 Where the **PURCHASER** fails, refuses, or neglects to pay commission to the **AUCTIONEER** for any reason whatsoever, the **SELLER** hereby irrevocably instructs his attorneys to pay the commission or balance thereof to the **AUCTIONEER** as a first draw from the proceeds of this sale, against registration or transfer of the Property into the name of the **PURCHASER** and the **PURCHASER** shall be liable to pay the shortfall to the attorneys immediately on request.

4.3 The provisions of clause 4 are for the benefit of the **AUCTIONEER** who accepts such benefit.

5. ZERO RATING OF VALUE-ADDED TAX IF APPLICABLE

5.1 It is recorded that, **IF APPLICABLE**, it is the intention of the parties that this transaction be a zero-rated transaction in terms of Section 11(1) (e) of the Value-Added Tax Act (Act 89 of 1991 as amended from time to time), and it is agreed that the purchase price is exclusive of VAT at a rate of 0% (zero percentum).

5.2 It is recorded that the Property constitutes an income generating enterprise as defined in the Act and is sold as a going concern that will on the date of transfer, be an income generating enterprise capable of separate operation, and the supply of the Property shall be Zero Rated in terms of section 11(1) (e) of the Act.

5.3 It is recorded that 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 the tenants, are being sold and transferred to the **PURCHASER** in terms of this Agreement.

5.4 The **SELLER** and **PURCHASER** respectively warrant, if applicable, with effect from the date of conclusion of this Agreement, that they will be registered as vendors in terms of the Act the **SELLER** is registered under VAT Number:_____ and the **PURCHASER** under VAT Number:_____. The **PARTIES** undertake to provide the **SELLER'S** Attorneys with a copy his/her VAT registration certificate (form VAT 103) at least 21 (twenty-one) days before the anticipated Transfer Date, alternatively the **PURCHASER** warrants that he/she has applied for VAT registration before the date of conclusion of this Agreement.

5.5 **It is recorded that notwithstanding the fact that the parties may have intended, and so recorded, that the transaction will be Zero rated for VAT, if it transpires that the position is factually incorrect or in the event that SARS does not allow this transaction to be a zero-rated transaction, for whatsoever reason, the PURCHASER will be liable for the payment of VAT at the standard rate of 15% (fifteen percentum) calculated on the purchase price, irrespective of what the parties intended.**

Seller **Auctioneer** **Purchaser**

PROPERTY CONDITIONS OF SALE

6. COSTS OF TRANSFER

6.1 **The Conveyancers ("SELLER'S Attorneys") will be appointed by the SELLER** whom shall attend to the registration of transfer of the Property into the name of the **PURCHASER**.

6.2 The **PURCHASER** shall be liable for either VAT (if applicable) or Transfer Duty (if applicable) in respect of the sale and until such time as the total purchase price plus VAT or Transfer Duty (if applicable), transfer costs and all other amounts, for which the **PURCHASER** may be liable in terms hereof, have been paid and/or payment has been secured to the satisfaction of the **SELLER'S** Attorneys, transfer of the Property shall not be passed to the **PURCHASER**.

6.3 Transfer of the Property shall be passed by the **SELLER'S** Attorneys as soon as reasonably possible after acceptance of this offer, provided the **PURCHASER** has complied with all his obligations.

6.4 The **PURCHASE**R specifically authorises and agrees that the **SELLER'S** Attorneys may attend to 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 that the **SELLER'S** Attorneys may on behalf of the **PURCHASER** sign and submit such forms to SARS for which preparation, completion, signature and submission this Agreement shall constitute the required authority.

6.5 The **SELLER'S** Attorneys shall attend to transfer after all expenses of and incidental to the preparation and registration of transfer, transfer duty (if applicable), the conveyancing fees, disbursements and VAT (if applicable), in respect of such transfer, are paid in full by the **PURCHASER** including all expenses and legal costs incidental to the preparation and registration of any mortgage bond required to finance the Purchase price herein.

6.6 In the event of the **PURCHASER** failing to comply within 7 (seven) business days of request by the **SELLER'**s Attorneys, to furnish them with signed documents or documentation of whatever nature necessary for effecting transfer, or where applicable, to ensure that the mortgage bond documentation or ancillary documentation is satisfactorily completed or in the event of the registration of transfer being delayed as a consequence of a default on part of the **PURCHASER** (and the widest possible interpretation shall be used in respect of the terms hereof), then on the 8th (eighth) business day after such request, the **PURCHASER** shall pay to the **SELLER** penalty interest, at a rate of 10.25% (ten and one quarter percentum) per month calculated on the balance of the purchase price from the said 8th (eighth) business day until the date of payment or date on which any breach by the **PURCHASER** is rectified, both days included.

6.7 The **SELLER** and **PURCHASER** undertake to comply with all the FICA requirements as set out in **Annexure 1** hereto within 7 (seven) business days from date of acceptance of this Agreement by the **SELLER,** and to supply the **AUCTIONEER and the SELLER'S Attorneys** all information and documentation required by the **SELLER'S** Attorneys to enable them to comply with the FICA requirements.

7. RATES AND TAXES

7.1 The **SELLER** shall be liable for and pay on demand by the Conveyancer, all rates, levies, taxes and other Municipal charges levied on the Property for the period up to registration of the transfer, including any clearance figures, whether in advance or not, and whether disputed by the SELLER or not.

7.2 The **PURCHASER** shall be liable for all rates, levies, taxes and other Municipal charges relating to the **PROPERTY** after registration of the transfer.

7.3 The **PURCHASER** shall refund to the **SELLER** a pro rata share of all rates, taxes, levies and other Municipal charges paid in advance by the **SELLER** for the period after registration of transfer, which refund shall be paid on registration of transfer.

7.4 The **PARTIES**, Including the **AGENT** (if applicable) agree that in the event the arrear rates and taxes, levies and or electricity or any other statutory liability in this regard exceeds the purchase price, this agreement shall become null and void and all monies paid by any **PARTY** shall be refunded.

Seller **Auctioneer** **Purchaser**

8. ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE

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

8.2 Once the **PURCHASER** has furnished the **SELLER**'s Attorneys with such certificate, the **PURCHASER** shall have no claim whatsoever against the **SELLER** in respect of the electrical installation and the **SELLER** shall have no further liability in this regard.

8.3 The **SELLER** confirms that, as at date of transfer 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.

8.4 An Electrical Certificate of Compliance issued not more than 2 (two) years prior to the date of this Agreement shall be valid and effective for the purposes of this clause 8, subject that no additions or alterations were made to the electrical installation after said certificate was issued.

8.5 The provisions of this clause 8 shall apply mutatis mutandis to any other certificates required to be provided by the **SELLER** (at the **SELLER**'s cost) in terms of any applicable Legislation and specifically to any gas electric fence, solar and plumbing installation present on the Property and in accordance with the Pressure Equipment Regulations 2009 made by the Minister of Labour under section 43 of the Occupational Health and Safety Act 85 of 1993.

9. GAS: CERTIFICATE OF COMPLIANCY (GCOC)

9.1 If there is any gas appliance in or on the property, the **PURCHASER** shall at his/her/their own expense within 7 (seven) days after the fulfilment of the conditions herein, but before occupation, deliver to the **TRANSFERRING ATTORNEY**, a certificate of compliance in terms of ACT 85 of 1993 issued by a registered **LPG (LIQUID PETROLEUM GAS)** certified practitioner / technician / installer**.**

9.2 The **SELLER** guarantees that the whole installation as well as all gas appliances is in working order. If there are any repairs or reparations, the **PURCHASER** shall repair at his cost before registration.

10. BEETLE AND WOOD BORER CERTIFICATE

10.1 The **PURCHASER** shall arrange at his/her/their own **expense for:**

11.1.1 Inspection by a duly qualified expert of the accessible portions of the residential premises on the Property but specifically excluding any free standing structures not construed as residential premises including but not limited to wendy houses, garden sheds, carports, fences and similar structures for infestation by wood destroying insects and to ensure treatment of timbers so infested in accordance with the recommendations of the expert's report prior to occupation by the **PURCHASER** or prior to the transfer of the asset, whichever the earlier.

11.1.2 Such certificate must be delivered to the **TRANSFERRING ATTORNEY** before the transfer of the Property in the name of the **PURCHASER**, or on or before the date of occupation of the Property by the **PURCHASER**, whichever is the earlier.

PROPERTY CONDITIONS OF SALE

11. OCCUPATION OF THE PROPERTY

11.1 The **PURCHASER shall take possession and occupation of the Property on: acceptance of this offer.**

11.2 Should other agreed upon terms be applicable according to clause 10.1, occupational rent shall be payable at a rate of 1% occupational rent per month. Any arrangements entered into between the **PURCHASER** and the **SELLER** in this regard shall not visit on the **AUCTIONEER** any liability whatsoever and the **AUCTIONEER** shall not be a party to any such arrangements

11.3 In the event of there being a reason why occupation cannot be given as stated in clause 11.1, the **PURCHASER** shall advise the **SELLER** in writing and the **SELLER** shall have 14 (fourteen) days to take steps to rectify this problem and to give the **PURCHASER** occupancy.

12. RISK AND POSESSION

12.1 **Risk in the PROPERTY shall pass to the PURCHASER upon acceptance of this agreement by the SELLER**, from which date all risk and benefits of ownership of the Property shall pass to the **PURCHASER**.

12.2 Should the **PURCHASER** take and the **SELLER** allow possession of the **PROPERTY** prior to registration of transfer (which agreement must be reduced to writing and signed by both parties), the **PURCHASER** shall at its own cost insure the Property and improvements (permanent or otherwise) thereon for the full replacement value thereof from date of possession, against risk of loss or damage by any cause with an insurer acceptable to the **SELLER**. The **SELLER**'s interest in the Property shall be endorsed against such policy for that period.

12.3 The **PURCHASER** shall be responsible for the **EVICTION** of any person(s) illegally squatting on the **PROPERTY** at his/her own costs.

12.4 Upon the **PURCHASER** taking possession of the Property and pending transfer, the following additional provisions shall be applicable:

12.4.1 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**;

12.4.2 the **PURCHASER** shall be responsible for and pay all rates and taxes and costs of electricity and water consumed in or at the Property.

12.5 Any arrangements entered into between the **PURCHASER** and the **SELLER** in this regard shall not visit on the AUCTIONEER any liability whatsoever and the **AUCTIONEER** shall not be a party to any such arrangements.

13. EXISTING TENANCIES / RENTAL AGREEMENTS

13.1 If the Property is currently being let to tenants, then same is hereby sold subject to all such existing tenancies, the **PURCHASER** being bound by such tenancies as though he stepped into the shoes of the **SELLER**.

13.2 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.

13.3 The **SELLER** undertakes not to terminate any lease agreement or conclude any new lease agreements in respect of any portion of the Property from date of signature hereof by both parties unless the **PURCHASER** has consented thereto in writing.

PROPERTY CONDITIONS OF SALE

14. ALTERATIONS, REPAIRS AND IMPROVEMENTS

14.1 Prior to transfer, the **PURCHASER** may not affect any alterations, additions, repairs or improvements to the Property without the prior written consent of the **SELLER**.

14.2 The **SELLER** need not compensate the **PURCHASER** for any authorised or unauthorised alterations, additions, repairs or improvements effected if the sale is cancelled for any reason whatsoever.

14.3 The **PURCHASER** shall be liable for any and all damages suffered by the **SELLER** as a result of any alterations, additions, repairs or improvements effected by the **PURCHASER**, not authorised by the **SELLER,** including but not limited to restoring the Property to the condition it was in prior to such alterations, additions, repairs or improvements.

15. VOETSTOOTS, WARRANTIES & REPRESENTATIONS

15.1 Neither the **SELLER** nor the **AUCTIONEER** will be responsible for the accuracy of any statement made in any advertisement or other notice of sale of the Property relating to its situation, improvements, quality, extent or other detail and no compensation will be claimable in respect of any error so made and prospective **PURCHASER**/s should themselves check the accuracy of such statement and any other conditions relating to the Property prior to the sale thereof.

15.2 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 he/she be answerable for any deficiency in the extent thereof. Neither the **SELLER** nor the **AUCTIONEER** shall be responsible for pointing out to the **PURCHASER** any surveyor's pegs or beacons in respect of the Property.

15.3 The **SELLER** and the **PURCHASER** agree that the **AUCTIONEER**, its employees and/or its agents and/or its representatives made no valid and binding representations of whatsoever nature other than those expressly contained herein.

15.4 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 **AUCTIONEER** or any other person, or by or on behalf of the **SELLER** if same is not recorded in this Agreement.

15.5 The **PURCHASER** acknowledges and warrants that:

15.5.1 He has fully acquainted himself with the Property that he has purchased, alternatively that he has elected to purchase the Property without fully acquainting himself therewith in which case he carries all the risk in this regard;

15.5.2 He has inspected the Property and the Title Deed;

15.5.3 He is satisfied with the condition of the Property, the condition of the improvements thereon, and the description thereof;

15.5.4 That the **SELLER** and/or the **AUCTIONEER** and/or their agents have made no representations or given any guarantees as to the condition and state of the Property.

15.6 **Annexure 2** (if applicable) hereto sets out information pertaining to the Property which is specifically brought to the attention of the **PURCHASER**.

15.7 This sale does not include any loose assets found at the Property, except for those assets specifically listed below as the following:

15.7.1 _____

15.7.2 _____

15.7.3 _____

15.7.4 _____

15.7.5 _____

Seller **Auctioneer** **Purchaser**

16. JOINT AND SEVERAL LIABILITY

Where there is more than one **PURCHASER**, the liability of all such **PURCHASERS** to the **SELLER** and to the **AUCTIONEER** shall be joint and several *in solidum.*

17. COMPANY TO BE FORMED

17.1 As provided for in Section 21 of the Companies Act 71 of 2008 (as amended from time to time) and where the **PURCHASER** signs this Agreement in his capacity as agent for a company to be formed and the **PURCHASER** fails within 30 (thirty) days from date of acceptance and confirmation of this Agreement to register such company, having as one of its objects the ratification and adoption of this Agreement, or such company fails to adopt or ratify this Agreement within 30 (thirty) days after the date of its incorporation, then in such an event the **PURCHASER** shall be deemed as from the date hereof 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.

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

18. COMPANIES, CLOSE CORPORATIONS, TRUSTS OR ASSOCIATIONS

18.1 Should the **PURCHASER** be a company, close corporation, trust or association, 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.

18.2 If any individual purports to be representing another person including a company, close corporation, trust or association, and signs this Agreement on that basis, that individual shall by signing this Agreement on behalf of such other person or entity be held personally liable for the due and proper discharge of all the **PURCHASER**'s obligations in terms of this Agreement and that individual shall be deemed to be the **PURCHASER** where such other person or entity does not exist at the time of signing of this Agreement by that individual.

18.3 It is recorded by the **PARTIES** that a person cannot sign this Agreement on behalf of a Trust if the Letters of Authority has not been issued by the Master of the High Court or on behalf of a Deceased Estate if the Letters of Executorship has not been issued by the Master of the High Court.

19. BREACH OF CONTRACT

19.1 Where one of the Parties commits a breach of this Agreement or fails to comply with any of the provisions hereof, then the Innocent Party shall be entitled to give the Defaulting Party 7 (seven) business days' notice in writing to rectify 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 they may have in law, including the right to claim damages:

19.1.1 to cancel this Agreement and upon such cancellation:

a) if the defaulting party is the **PURCHASER,** the **SELLER** shall be entitled to retain all amounts paid by the **PURCHASER**, excluding **AUCTIONEER'S** commission, as "rouwkoop" or as a genuine pre-estimate of damage suffered by the **SELLER** (relating to advertising and marketing of the property); and

b) if the defaulting party is the **SELLER,** the **PURCHASER** shall be entitled to claim a full refund of all amounts paid in terms of this Agreement from the **SELLER**.

(ALTERNATIVELY)

19.1.2 to claim immediate performance and/or payment of all the defaulting party's obligations in terms hereof.

19.2 On cancellation of this Agreement for any reason, the **PURCHASER** hereby undertakes to forthwith vacate the Property and to ensure that the Property shall be vacated by any persons who occupy the Property through the **PURCHASER**'s title or under his permission. The Property shall be re-delivered in the same good condition as at the date of occupation.

19.3 No tenancy or rights in connection therewith shall be deemed to have been created either in terms of any stature or at common law.

19.4 Where the **PURCHASER** pays any amount as required under this Agreement, the parties record and agree that the **AUCTIONEER** shall be entitled to deduct its commission as a first charge against such monies and then the **AUCTIONEER** may recover any shortfall from the **party who is in default of this Agreement**.

19.5 The deduction by the **AUCTIONEER** of its commission or other costs due to it will not constitute a release of the **SELLER** or **PURCHASER** from any other obligations arising from these Conditions of Sale.

20. LEGAL COST

20.1 The Defaulting Party shall be liable for all legal costs of the Innocent Party, the **AUCTIONEER** and their Agents or Attorneys incurred in enforcing this Agreement, on an Attorney and own client scale, including collection commission.

20.2 The **PURCHASER** hereby undertakes to pay all legal costs, tracing fees and collections charges incurred by the **SELLER** to obtain payment of the amounts due in terms of this Agreement, including interest at the maximum possible rate from the due date of such amounts to the date of payment.

21. MAGISTRATE COURT JURISDICTION

The **SELLER,** the **AUCTIONEER** and the **PURCHASER** agree to the jurisdiction of the Magistrate's Court in the event of any action which may arise from this sale. The **SELLER** and/or **AUCTIONEER** shall, at their sole discretion, be entitled to institute action in any competent division of the High Court of South Africa if it elects to do so and reserve their rights to charge High Court tariffs in such event.

22. SOLE AGREEMENT

22.1 This Agreement and its Annexures constitutes the entire contract between the **AUCTIONEER**, **SELLER** and the **PURCHASER** and no representations, warranties or statements made on behalf of any party, including their employees, agents or representatives, prior to, during or after the auction and/or sale shall be of any force and/or effect unless reduced to in writing, signed by the Parties and incorporated herein.

23. GENERAL CLAUSES

23.1 This Agreement shall be governed by the Laws of the Republic of South Africa.

23.2 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 writing and signed by all the Parties.

23.3 No variation, alteration or cancellation of this Agreement (including this clause) shall be binding unless reduced to in writing and signed by all the Parties.

23.4 Words importing the singular shall include the plural and vice versa, and word importing the masculine gender shall include the feminine and words importing natural persons shall include partnerships companies, close corporations, trusts, deceased and insolvent estates, legal entities and body corporate, and vice versa.

23.5 The Parties signing this document confirm that they have read und understood all of the terms and conditions contained herein and agree that they are and shall remain bound hereto.

23.6 The **SELLER** and the **PURCHASER** warrant that they are duly authorised to sign this Agreement.

24. DOMICILIUM CITANDI ET EXECUTANDI – ADDRESS FOR SERVICE OF DOCUMENTS

24.1 The **PURCHASER** and the **SELLER** hereby select as their chosen *domicilium citandi et executandi* for all purposes in respect of this Agreement, including all notices and Court process to be delivered in terms hereof, the addresses recorded above their respective signatures as set out in **Annexure 3** to this Agreement.

24.2 Any notice sent by pre-paid registered post shall be deemed to have been received on the 5th (fifth) business day after posting; any notice delivered by hand shall be deemed to have been received on the day of delivery; any notice electronically transmitted by email, shall be deemed to have been received on the first business day after date of dispatch thereof.

24.3 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 email address as stipulated herein.

24.4 Any notices or communications required to be sent by either party to the other may be sent using email.

PROPERTY CONDITIONS OF SALE

BY:

COMPANY / CLOSE CORPORATION / TRUST / OTHER: _____

_____

(Hereinafter referred to as the "**PURCHASER**")

ENTITY REGISTRATION NO: _____

ENTITY ADDRESS: POSTAL PHYSICAL

_____

_____

_____

_____

CONTACT DETAILS: LANDLINE: _____

FAX: _____

MOBILE: _____

E-MAIL ADDRESS: _____

Or BY:

MR / MRS / MS _____

(Hereinafter referred to as the "**PURCHASER**")

IDENTITY NO: _____

ADDRESS: POSTAL PHYSICAL

_____

_____

_____

_____

CONTACT DETAILS: LANDLINE: _____

FAX: _____

MOBILE: _____

E-MAIL ADDRESS: _____

MARITAL STATUS: _____ (IN / OUT OF COMMUNITY OF PROPERTY)

SPOUSE'S NAME: _____

SPOUSE'S IDENTITY NO: _____

Seller **Auctioneer** **Purchaser**

PROPERTY CONDITIONS OF SALE

I, THE PURCHASER, HEREBY CONFIRM 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. I CONFIRM THAT I HAVE READ THESE TERMS AND CONDITIONS AND THAT I FULLY UNDERSTAND EACH CLAUSE.

SIGNED BY THE PURCHASER AT _____ ON THE ____ DAY OF _____ 20 .

AS WITNESS:

1. _____

2. _____

_____

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

AS WITNESS:

3. _____

4. _____

_____

AUCTIONEER on behalf of CLEAR CREEK TRADING 66 (PTY) LTD t/a SA Auction duly authorised

---

ACCEPTANCE AND CONFIRMATION

SIGNED BY THE SELLER AT _____ ON THE ____ DAY OF _____ 20 .

AS WITNESS:

5. _____

6. _____

_____

SELLER (and if applicable, the SELLER is duly authorised)

Seller **Auctioneer** **Purchaser**

PROPERTY CONDITIONS OF SALE

DEED OF SURETYSHIP

I / We the undersigned,

_____

_____

(Insert FULL NAMES as per your ID)

With Identity number: _____

And with chosen address as domicilium at: _____

(Insert FULL PHYSICAL address, not postal) _____

_____

_____

Do hereby interpose and bind myself / ourselves as surety and co-principal debtor/s in solidum for and on behalf of the **PURCHASER** to and in favour of the **SELLER** and the **AUCTIONEER** for all the obligations of the **PURCHASER** (none excepted) under this Agreement hereinbefore and in particular for any and all amounts of money that may be due, including damages, from whatsoever cause arising under renunciation of the benefits of division and exclusion.
I / We do further acknowledge that I/we are fully aware of all the terms and conditions of this Agreement and Conditions of Sale as fully set out herein. I/We do accept *domicilium et executandi* at the address hereinafter set out.

THUS DONE AND SIGNED AT _____ THIS _____ DAY OF _____ 20____.

AS WITNESS:

1. _____ _____
SURETY

2. _____

SURETY ADDRESS: _____

_____

_____

SURETY CONTACT: _____

_____ _____ _____
Seller **Auctioneer** **Purchaser**

ANNEXURE 1
FICA REQUIREMENTS

NATURAL PERSONS:

1. South African identity document
2. Utility bill addressed to your residential address less than 3 months old
   OR telephone or other account addressed to your residential address less than 3 months old
   OR bank statement addressed to your residential address less than 3 months old
3. South African Income Tax reference number
4. Confirmation of marital status (married or unmarried)
   IF MARRIED:
5. Marriage certificate
   IF MARRIED IN COMMUNITY OF PROPERTY
6. South African identity document of your Spouse
   IF MARRIED OUT COMMUNITY OF PROPERTY
7. Copy of the Ante-nuptial Contract
8. South African identity document of your Spouse

COMPANIES:

1. Person acting on behalf of the Company must comply with numbers 1 – 4 of natural persons
2. All directors must comply with numbers 1 – 4 of natural persons
3. CM1 (certificate of incorporation)
4. CM22 (notice of registered office)
5. CM29 (register of directors)
6. VAT 103 / Tax clearance certificate of company
7. Utility bill addressed to the company's physical address less than 3 months old
   OR telephone or other account addressed to the company's physical address less than 3 months old
   OR bank statement addressed to the company's physical address less than 3 months old

CLOSE CORPORATIONS:

1. Person acting on behalf of the Close Corporation must comply with numbers 1 – 4 of natural persons
2. All members must comply with numbers 1 – 4 of natural persons
3. CK1 (founding statement & certificate of incorporation)
4. CK2 (amended founding statement - if applicable)
5. VAT 103 / Tax clearance certificate of company
6. Utility bill addressed to the close corporation's physical address less than 3 months old
   OR telephone or other account addressed to the close corporation's physical address less than 3 months old
   OR bank statement addressed to the close corporation's physical address less than 3 months old

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 was signed
4. Resolution to specify authorised person to act on behalf of the Trust
5. Authorised person must comply with numbers 1 – 4 of natural persons
6. Proof of address of the Trust

Seller **Auctioneer** **Purchaser**

PROPERTY CONDITIONS OF SALE

ANNEXURE 2

INFORMATION RELATING TO THE PROPERTY

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

Seller **Auctioneer** **Purchaser**

PROPERTY CONDITIONS OF SALE

PROPERTY PRACTITIONERS' REGULATORY AUTHORITY – SCHEDULE

Schedule 1 - Section 73 - Mandatory Disclosure Form

IMMOVABLE PROPERTY CONDITION REPORT

Disclaimer

This condition report concerns the immovable property situated at [furnish both deeds office and physical descriptions of the property concerned] ("the property"). This report does not constitute a guarantee and/or warranty of any kind or nature by the owner of the property or by the property practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the property.

Owner's Information

Definitions

In this form:
"am aware" mean to have notice or knowledge; while

"defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired and/or removed and/or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the property.

Disclosure of Information

The owner of the property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the property may rely on such information when deciding whether, and on what terms, to purchase the property. The owner hereby authorises the appointed property practitioner marketing the property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the property.

Provision of Additional Information

The owner represents that to the best of his/her knowledge the responses to the statements in respect of the property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the owner have responded to any of the statements with a "yes", the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the reason(s) why the response to the statement concerned has been reflected as a "yes".

PROPERTY CONDITIONS OF SALE

Statement Concerning the Condition of the Property

	Yes	No	N/A
I am aware of defects in the roof.		X	
I am aware of defects in the electrical systems.		X	
I am aware of defects in any part of the plumbing systems, including any defects pertaining to the swimming pool, if any.		X	
I am aware of defects in the heating and/or air conditioning systems, including air filters and humidifiers.		X	
I am aware of defects in the septic system or other sanitary disposal systems.		X	
I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mold or defects in drain tiling or sump pumps.		X	
I am aware of any structural defects in the property.		X	
I am aware of boundary line disputes, encroachments or encumbrances including a joint driveway.	X		
I am aware that remodeling or refurbishment has affected the structure of the property.		X	
I am aware that any additions and/or improvements made to and/or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained.		X	
I am aware that a structure on the property has been designated as a historic building.		X	

I have resided on the property for _____ years and purchased the property on 2021/07/21.

Transfer of the property was registered into my name on 2021/10/20.

Seller **Auctioneer** **Purchaser**

PROPERTY CONDITIONS OF SALE

Additional information
BOREHOLE: The property is fitted with an installed borehole with all the valve and fittings the
Purchaser needs to install their own borehole pump and Jo-Jo tank.

Owner's Certification

The owner hereby certifies that the information provided in this report is, to the best of the owner's knowledge and belief, true and correct as at the date when the owner signs this report.

Certification by Person Supplying Information

If a person other than the owner of the property provides the required information that person must certify that he/she is duly authorised by the owner to supply the information and that he/she has supplied the correct information on which the owner relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

Notice Regarding Advice or Inspections

Both the owner as well as potential buyers of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

Seller **Auctioneer** **Purchaser**

PROPERTY CONDITIONS OF SALE

Buyer's Acknowledgement

- The prospective buyer acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliance aspects concerning, the property.
- The prospective buyer acknowledges receipt of a copy of this statement.

Thus done and signed at _____ on this _____ day of _____ 20____

_____ _____

Owner (Name) **Owner (Signature)**

_____ _____

Prospective Purchaser (Name) **Prospective Purchaser (Signature)**

The Property Practitioner Acknowledges Receipt of this Disclosure Form

Property Practitioner Signature: _____

Property Practitioner Name: _____

Date: _____

Seller **Auctioneer** **Purchaser**

PROPERTY CONDITIONS OF SALE

RESOLUTION – CLOSE CORPORATION

EXTRACTS FROM THE MINUTES OF A MEETING OF THE MEMBERS OF

_____

_____

WITH REGISTRATION NUMBER: _____

HELD AT _____ ON _____

IT WAS RESOLVED THAT:

1. The Close Corporation PURCHASE the following Property:

   _____ (Property description)

   From _____ (SELLER details)

   For **R** _____ (Purchase Price).

2. That _____ in his capacity as Member be and is hereby authorised to execute and sign all documents necessary to give effect to the above resolution.

CERTIFIED A TRUE COPY

_____
MEMBER 1

_____
Full names

_____
MEMBER 2

_____
Full names

_____
MEMBER 3

_____
Full names

_____
MEMBER 4

_____
Full names

_____ _____ _____
Seller **Auctioneer** **Purchaser**

PROPERTY CONDITIONS OF SALE

RESOLUTION – COMPANY

EXTRACTS FROM THE MINUTES OF A MEETING OF THE DIRECTORS OF

_____

_____

WITH REGISTRATION NUMBER: _____

HELD AT _____ ON _____

IT WAS RESOLVED THAT:

1. The Company PURCHASE the following Property:

   _____ (Property description)

   From _____ (SELLER details)

   For **R** _____ (Purchase Price).

2. That _____ in his capacity as Director be and is hereby authorised to execute and sign all documents necessary to give effect to the above resolution.

CERTIFIED A TRUE COPY

_____
DIRECTOR 1

_____
Full names

_____
DIRECTOR 2

_____
Full names

_____
DIRECTOR 3

_____
Full names

_____
DIRECTOR 4

_____
Full names

Seller **Auctioneer** **Purchaser**

PROPERTY CONDITIONS OF SALE

RESOLUTION – TRUST

EXTRACTS FROM THE MINUTES OF A MEETING OF THE TRUSTEES OF

_____

_____

WITH REGISTRATION NUMBER: _____

HELD AT _____ ON _____

IT WAS RESOLVED THAT:

1. The Trust PURCHASE the following Property:

   _____ (Property description)

   From _____ (SELLER details)

   For **R** _____ (Purchase Price).

2. That _____ in his capacity as Trustee be and is hereby authorised to execute and sign all documents necessary to give effect to the above resolution.

CERTIFIED A TRUE COPY

_____
TRUSTEE 1

_____
Full names

_____
TRUSTEE 2

_____
Full names

_____
TRUSTEE 3

_____
Full names

_____
TRUSTEE 4

_____
Full names

_____ _____ _____
Seller **Auctioneer** **Purchaser**