

LANDMARK BUILDING – THE COLOSSEUM HOTEL

410 FRANCES BAARD STREET, ARCADIA, PRETORIA



Auction date and time

Tuesday 16 Apr 2019 @ 12:00

Auction

Registration an hour prior to auction

Deposit

R 50 000 refundable deposit is payable on registration

Auction venue

Masingita House, 41 West Street, Houghton Estate

Marco Gaspar

011 268 2681 | 076 548 4951 | Marco@auctioninc.co.za

f104817



HOW TO PURCHASE PROPERTY WITH AUCTIONINC.



Request an information pack.
Familiarise yourself with the
Information provided.



Property may be viewed
by appointment.



Download the sales agreement
from www.auctioninc.co.za
or request one from the broker
and familiarise yourself with
our T's & C's.



Arrive at the venue and hour prior
to auction. Sign the registration
form and pay the R50 000
refundable deposit.



A refundable deposit of R 50 000
must be deposited into our Trust
account and proof given to
obtain a bidder's number.



AUCTION TIME!!!!



The highest bidder is to
Complete the sales
agreement immediately
after the auction.



A 15% deposit less the R50 000
(already paid) must be paid into
the Trust account prior to leaving
the auction.



The sale is subject to
confirmation by the seller
within 3 business days.



From date of acceptance, the purchaser must provide guarantees for the
outstanding balance to the attorney within 21 business days.

DISCLAIMER:

Whilst reasonable precautions have been taken in compiling the information contained in this document, neither the seller nor the Auctioneer shall be liable for any loss, damage or expense whatsoever or howsoever caused, arising from reliance on any information provided, nor do they guarantee the completeness or accuracy thereof, the duty at all times resting on the purchaser to conduct its own due diligence inspections relating to the property/ies referred to herein in order to verify the information reflected and the purchaser's participation in any auction or private treaty sale based upon such information shall be at entirely at its own risk and in acceptance of the a preceding information.



PROPERTY DETAILS

Street Number: 410
Street Name: Frances Baard Street
Suburb: Arcadia
Town: Pretoria
Province: Gauteng

GPS Co-ordinates -25.7483, 28.1983

Erf No.: 1529
Township: Arcadia

Under Roof: 5 753m²
Property Size: 2 552m²

Rates and taxes: R13 915.00

Zoning: General Business
Zoning Description: Hotel, shops and conference facilities.

Schedule of development rights

Item	Permitted	Provided
Height	Zone 3:25m	Hotel, shops, conference facilities
Floor Area Ratio	Zone 3:4	2.26
Coverage	Zone 3:92%	90.2% (68% excl. parking deck)
Building lines	No restriction	Existing building setback unchanged
Parking	40 required	46 provided



PROPERTY SUMMARY

- Multi storey landmark property characterised by its cylindrical design
- Prominent neighbours include the newly refurbished Mediclinic Medforum, the Union Buildings, DTI and a host of other Government buildings
- Also located within close proximity to UNISA (2.9km) and The University of Pretoria (4.9km)
- Currently let to a 3 Star Hotel – The Colosseum
- Includes 56 rooms plus a penthouse and presidential suite
- Covered parking, roof top pool, 100-seater restaurant, board rooms and conference rooms
- Ground floor retail on street level measuring an approximate gross lettable area of 749m²
- The property is offered with or without the hotel as a tenant (long term lease available)
- An outstanding residential or student accommodation conversion opportunity (Rooms include an en-suite bathroom and kitchenette)

Uses:	Hotel with conference rooms and ground floor retail shops.
Construction:	Painted plaster and granular stone tiles under mostly waterproofed concrete.
Storeys:	From 3-8 storeys
Floor Coverage:	A combination of types with common areas mostly ceramic tile, conference rooms having carpet and hotel rooms having parquet.
Elevator:	Kone-rated 900kg/ 12 persons
Generators:	There are 2 generators installed and integrated with the electrical system.
Air-conditioning:	Various wall mounted and cassette units are installed.
CCTV:	Installed
Parking:	45 bays – 23 under cover and 18 shade net (3 bays require re-netting)
Condition:	The building requires on-going maintenance and repairs. We have not undertaken a structural survey nor have we arranged for test or inspections of the service installations, however these appear to be sound and in working order.



Accommodation:

The subject property comprises two interlinked buildings hosting the three elements of the property namely a hotel, conference and a separately let retail section. The two interlinked buildings comprise the iconic 8 storey cylindrical hotel building with a retail ground floor and a 3 storey rectangular conference and hotel building.

The hotel comprises a total of 56 en-suite rooms with kitchenettes spread over the two interlinking buildings as well as a Penthouse suite and a Presidential Suite on the top floor of the cylindrical building. Hotel facilities include a reception lobby, dining room/ lounge (+/-100 seater), hotel kitchen, management offices and storerooms. Ancillary features include a swimming pool and gym (with change rooms and saunas). The present operation of the hotel is rated as 3 star.

The conference facilities can accommodate +/-800 delegates in total. These facilities are spread between the ground floor and the 2nd floor of the 3 storey building. The ground floor comprises a conference reception, a large conference hall that can be subdivided into 3 rooms (concertina dividers), and a kitchen. The 2nd floor hosts a smaller conference room.

The retail section is +/-749m² and situated on the ground floor facing both Schoeman/ Francis Baard Street and Du Toit Street. This shop is installed to Vodashop requirements








Additional building features include a boomed ramp to the parking and a roller shuttered goods receiving area.



LOCALITY DESCRIPTION

This landmark property site is situated on the corner of Schoeman Street and Du Toit street in Arcdia, Pretoria. Schoeman street is a one-way street travelling east linking Pretoria CBD to Arcadia and onwards to Hatfield. Du Toit Street is a two-way (north/south) street. The nearby Nelson Mandela Drive is a major arterial linking Pretoria CBD and Johannesburg. The immediate area is characterized by low-rise commercial buildings and apartment blocks. Various governmental agencies are located in the general area with the Department of Trade and Industry being the nearest major agency.

AMENITIES

Amenity	Type	Distance (km)
Sasol Skinner Street	FillingStation	0.69 km
 BP Sunnyside	FillingStation	0.69 km
Berea Motors	FillingStation	0.77 km
Avis - Gautrain - Pretoria	CarRental	1.38 km
 Gautrain Park Station Johannesburg	ParkingArea	0.12 km
Gautrain Pretoria Parking Area	ParkingArea	1.39 km
Med Forum Hospital	Hospital/Clinic	0.03 km
 Cure Day Clinics - Medkin	Hospital/Clinic	0.16 km
Louis Pasteur Hospital	Hospital/Clinic	0.21 km
Police Saps	PoliceStation	0.71 km
 Police Saps - Vip Office	PoliceStation	0.75 km
Police Saps - National Head Office	PoliceStation	0.83 km
Marula Primary School	PrimarySchool	0.11 km
 Watersrand Secondary School	SecondarySchool	0.08 km
Jintek Varsity College	SecondarySchool	0.10 km
Monument Shopping Centre	ShoppingCentre	0.35 km
 The Tramshed Shopping Centre	ShoppingCentre	0.47 km
Sammy Marks Square - Church Street	ShoppingCentre	0.53 km
Tshwane University of Technology - Arcadia Campus	TertiaryInstitution	0.41 km
 Vista University	TertiaryInstitution	0.54 km
Damelin	TertiaryInstitution	0.78 km



FINANCIAL SUMMARY

Rent roll:

Tenant	Rental Income	Lease expiry	Space occupied	Expenses
Colosseum Hotel	R620 000.000	June 2020	Entire property	All

Summary:

- Hotel monthly rental Income: R620 000.00
- Lease ends in 14 months.
- Triple Nett Lease - Tenant is responsible for water & lights, insurance, rates and maintenance.
- Zero expenses for landlord during lease period.

Opportunity:

Current tenant:

- The hotel is willing to remain on as a tenant and extend the lease for a period of 5 to 10 years

Student accommodation / residential conversion:

- Due to the location of the property in terms of desistance to the universities and the massive shortfall in student accommodation within the node, the property is ideally suited and lends itself perfectly towards student accommodation.
- Each room can accommodate between 3 and 4 students per room with kitchenettes and en-suite bathrooms.
- Further expansion can be made available by converting the ground floor retail as well as the board rooms and banquet / function rooms to accommodation.
- The property can make use of existing facilities such as the restaurant, hotel kitchen etc for students.
- Market related rate for student accommodation is currently between R3 000 and R4 000 per student

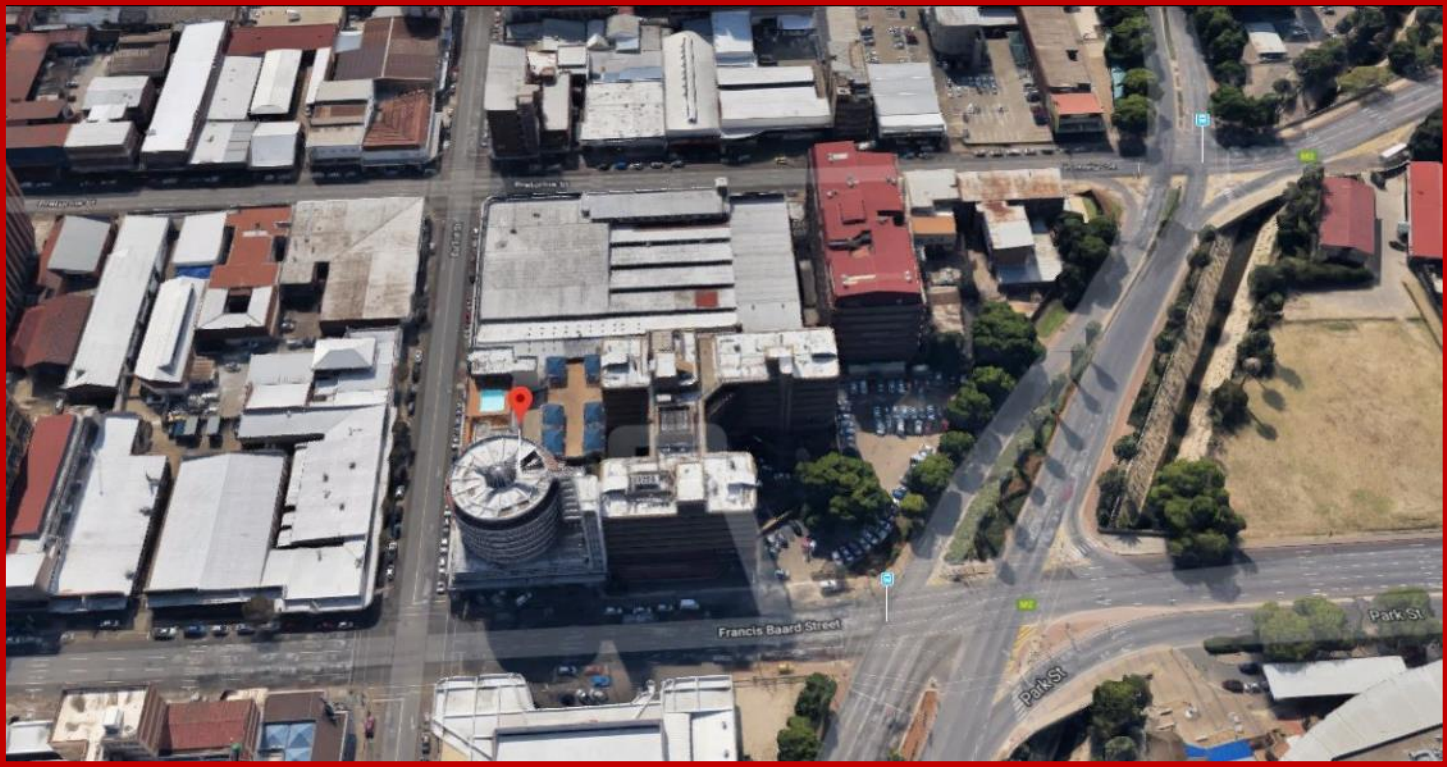
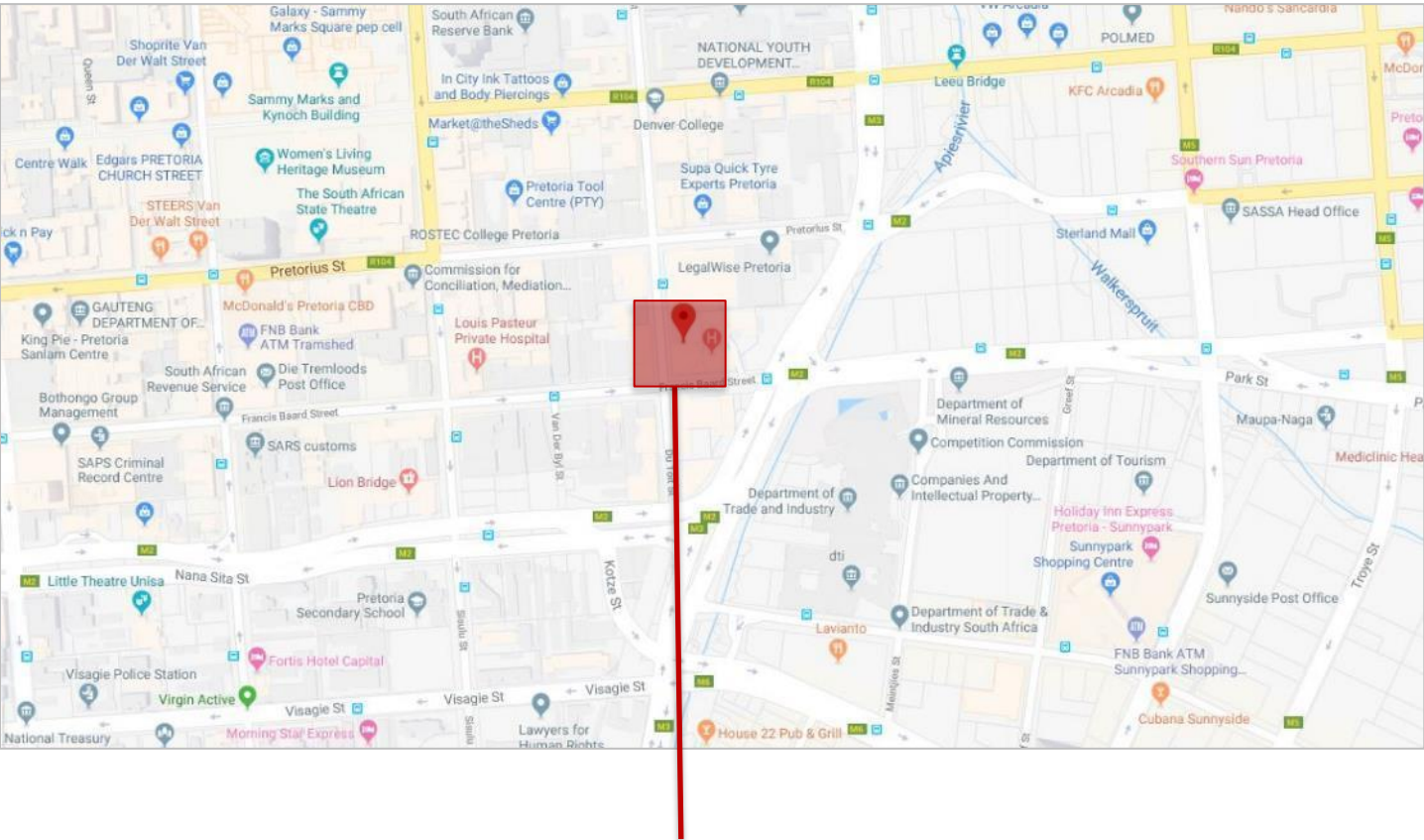
Potential income: (Based on current rooms)

- 56 Rooms
- 3 Students per room
- Rental per student – R3000
- 56 rooms x 3 students = 168 students
- 168 students x R3000 each = R504 000.00

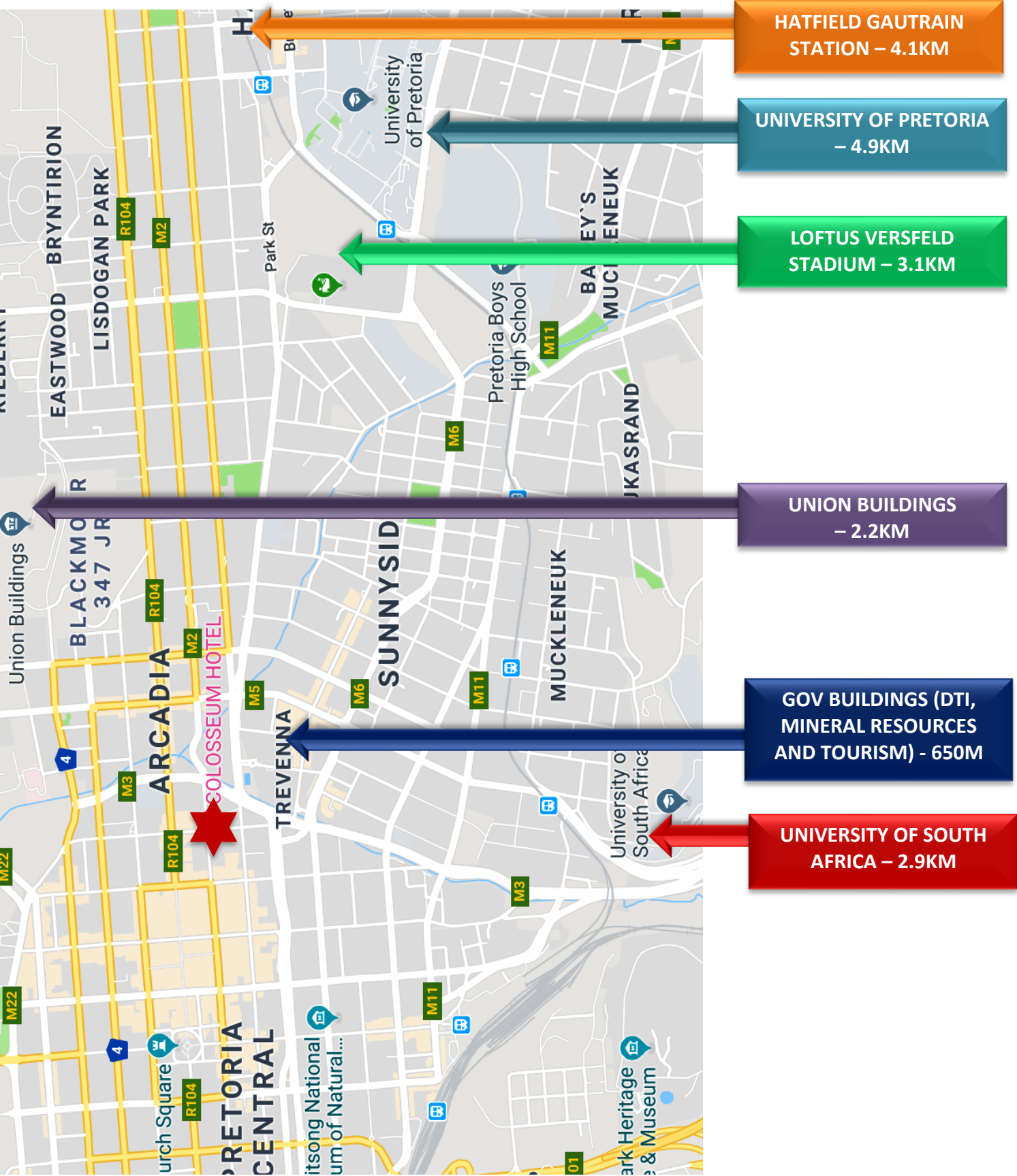
The above excludes the penthouse, presidential suite and banquet and conference halls which can all be converted to accommodate additional students or rented out to corporates for conference events., which could unlock an additional R200 000 to R300 000 additional monthly rental income



LOCALITY MAP



LOCALITY MAP - DISTANCE FROM COLOSSEUM HOTEL TO:



PHOTOGRAPHS - EXTERIOR AND ENTRANCE



PHOTOGRAPHS - INTERIOR



PHOTOGRAPHS - INTERIOR



AERIAL PHOTOGRAPHS



MUNICIPAL ACCOUNTS



CITY OF TSHWANE

Copy of TAX invoice 100003757337

Issued 23/04/15

CELESTINO PROP INV PTY

PO BOX 3054

PRETORIA

0001

Tel: 012 358 9999

Fax: 012 359 6111

E-Mail: customercare@tshwane.gov.za

Address: P O Box 408 | Pretoria | 0001

Account No.

2015291591

109502380723 / 4680106051

Page: 1 of 2

Account for	Stand on	Township	Days
P10	01529	ARCADIA	34
Address	Sectional title scheme	Unit no	
COLOSSEUM, 410 FRANCIS BAARD STREET		00000	
Meter reading unit	Group account	Deposit date	Deposit
10HC08A		23/04/05	3300.19
GISKEY:	002001529	BP:	259795

DATE	DESCRIPTION	(R) AMOUNT (incl. VAT)	(R) VAT	(R) AMOUNT (incl. VAT)
16/03/15	Balance Brought Forward	30471.93	0.00	30471.93
13/04/15	Payment (Thank You)	-30471.93	0.00	-30471.93
23/04/15	Sub Total (A)	0.00	0.00	0.00
23/04/15	Property Rates	13914.17	0.00	13914.17
23/04/15	Waste Management	11398.46	1595.78	12994.24
23/04/15	Water	674.10	94.39	768.50
23/04/15	Sanitation	490.92	68.73	559.65
23/04/15	VAT 14% on services of R 12563.57	0.00	1758.90	0.00
	Total Current Levy (B)	26477.74	1758.90	28236.64
	TOTAL AMOUNT PAYABLE (A+B)	26477.74	1758.90	28236.00 -

30-90 Days	90+ Days	Total charge (excluding VAT)	Total VAT	Total charge (including VAT)
		26477.74	1758.90	28236.00
	DUE DATE	14/05/15	AMOUNT PAYABLE	28236.00

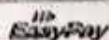
THIS STUB MUST ACCOMPANY PAYMENT

Name	Final date for payment	Account no	28236.00
CELESTINO PROP INV PTY	14/05/15	2015291591	

Please use the following when making bank payments: Ref no: 2015291591

TAX invoice: 100003757337

CITY OF TSHWANE VAT REG NO 4000142267



Standard Bank



First National Bank



ABSA






NEDBANK

Account No.

2015291591

Page 2 of 3

DATE	ICONS	DETAILS	(R) AMOUNT (excl. VAT)	(R) VAT	(R) AMOUNT (incl. VAT)
16/03/15		Balance Brought Forward	30471.93	0.00	30471.93
13/04/15		Payment (Thank You)	-30471.93	0.00	-30471.93
13/04/15		Sub Total (A)	0.00	0.00	0.00
23/04/15		Property Rates Other Commercial Properties Market Value: 5500000 (00 Land) 0 0283000 2015/04 Market Value x Tariff = 12	13914.17	0.00	13914.17
23/04/15		Waste Management City cleaning charge non domestic City Cleaning Charge City cleaning charge non domestic City Cleaning Charge Waste removal charge non domestic Waste Removal Charge Waste removal charge non domestic Waste Removal Charge	93.43 5605.80 93.43 5605.80	13.08 784.81 13.08 784.81	106.51 6390.61 106.51 6390.61
23/04/15		Water Reading dates: Curr 16/04/15 Prev 14/03/15 (34 days) Meter: 110119674(Actual) Curr 45223 Prev 45223 Cons 0 KL Meter: 11317566(Estimate) Curr 2547 Prev 2448 Cons 99 KL TOTAL CONSUMPTION 99 KL Water Flat business Scale C: Non. Dom	674.19	94.39	768.58
		 <p>Legend: <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated <input type="checkbox"/> Undefined</p>			
23/04/15		Sanitation Reading dates: Curr 16/04/15 Prev 14/03/15 (34 days) Meter: 11317566(Estimate) Curr 2547 Prev 2448 Cons 99 KL 7745FILLIND Sanitation: Non Domestic	490.02	68.73	558.65
23/04/15		VAT 14% on services of R12563.57 VAT Total Current Levy (B)	26477.74	1758.90	28236.64
		Total Amount Payable (A+B)	26477.74	1758.90	28236.64



TITLE DEED

SEELREG STAMP DUTY
POOL R70-00

PREPARED BY ME
CONVEYANCER
OKAR S S

ARTIKEL 40 (5) (a) WET 47 VAN 1937 SECTION		ACT 47 OF 1937
VERBIND		MORTGAGED
B 51896/88		
VIR FOR R 300 000 00		
BC 27053/99		
14 05 99	REGISTRAR	

BC.058229...03
CANCELLED
GEK
09 07 03

T 53718/99

CERTIFICATE OF CONSOLIDATED TITLE

ISSUED UNDER THE PROVISIONS OF SECTIONS
40 OF THE DEEDS REGISTRIES ACT, 1937
[Act No. 47 of 1937]

WHEREAS

Vir verdere endossemante sien For further endorsements see
page 3

CELESTINO PROPERTY INVESTMENTS [PROPRIETARY]
LIMITED NO. 83/12199/07

has applied for the issue to it of a Certificate Consolidated
Title under the provisions of Section 40 of the Deeds Registries
Act, 1937;

AND it is the registered owner of-

1. PORTION 1 OF ERF 48 SITUATE IN THE TOWNSHIP OF ARCADIA
REGISTRATION DIVISION J R PROVINCE OF GAUTENG
MEASURING 1 276 [ONE THOUSAND TWO HUNDRED AND NINETY SIX]
SQUARE METRES

HELD BY DEED OF TRANSFER NO. T51818/85

MADELEIN
19 MAY 1999
DATA-OPSIT

2. REMAINING EXTENT OF ERF 48 SITUATE IN THE TOWNSHIP OF ARCADIA
REGISTRATION DIVISION J R PROVINCE OF GAUTENG

MEASURING 1 276 [ONE THOUSAND TWO HUNDRED AND SEVENTY SIX]
SQUARE METRES

HELD BY DEED OF TRANSFER NO. T51819/85

which properties have been consolidated into the land
hereinafter described

NOW THEREFORE, in pursuance of the provisions of the said
Act, I, the Registrar of Deeds of Pretoria do hereby
certify that

CELESTINO PROPERTY INVESTMENTS
[PROPRIETARY] LIMITED
NO. 83/12199/07

its Successors in Title or assigns is the registered owner of

ERF 1529 SITUATE IN THE TOWNSHIP OF ARCADIA

REGISTRATION DIVISION J R PROVINCE OF GAUTENG

MEASURING 2 552 [TWO THOUSAND FIVE HUNDRED AND FIFTY TWO]
SQUARE METRES

AS WILL MORE FULLY APPEAR FROM DIAGRAM S G NO. A10784/1998
ANNEXED HERETO.

SUBJECT TO ALL SUCH CONDITIONS AS ARE MENTIONED OR REFERRED
TO IN THE SAID DEEDS.

AND that by virtue of these presents the said

CELESTINO PROPERTY INVESTMENTS
[PROPRIETARY] LIMITED

its Successors in Title or assigns now is and henceforth shall
be entitled thereto conformably to local custom, the State,
however reserving its rights.

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

THUS DONE AND EXECUTED at the office of the REGISTRAR
OF DEEDS AT PRETORIA ON

14 05 99

IN MY PRESENCE


REGISTRAR OF DEEDS

BLADSY/PAGE 3

T 53718/99

B... 56197. 03

VERBOD
MOEDER

vir 18 000 000,00
for R...

Aktekantoor
Deeds Office

000029106-2011

GEKANSELLEER
CANCELLED

REGISTRAR/REGISTRAR

27 05 11

09 JUL 2003



AUCTION DAY PROCESS

- Registration is open from 11:00 am.
- In order to bid on a property you need to complete and sign the registration form.
- A R 50 000 refundable deposit is payable on registration.
- After registration one is issued with a bidder's card reflecting a bidder's number, which is required for the auctioneer to recognize your bid.
- There is no minimum or starting bid amount set.
- Bid by raising your hand, nodding your head or indicating to the auctioneer. AuctionInc staff are available to assist you with bidding should you feel the need.
- The bid price excludes the bidder's premium and VAT on the bidder's premium.
- The highest bid will be submitted to the seller for consideration.
- The sales agreement may not be altered in any way under any circumstances.
- The sales agreement must be completed and signed by you in your personal capacity or as a representative for the legal entity you represent.
- A deposit of 15% less the R50 000 is payable immediately. This payment is made up of a bidder's premium of 10% plus VAT=11.5% and 3.5% deposit on the property purchased.

Example if the final bid price is R 1 000 000.00

15% Deposit = R 150 000 which is made up as follows:-

EXAMPLE

10%	Bidder's Premium	R 100 000
15%	VAT (Only on Bidders premium)	R 14 000
3.5%	Remaining balance towards purchase price	R 36 000
Less	R50 000 deposit payed on registration	(R50 000)

- The highest bid will be submitted to the seller for consideration
- All offers are subject to a 3 day confirmation period.
- On confirmation all sales are final.
- The balance of the purchase price, excluding VAT, shall be paid to the conveyancer and AuctionInc. by the purchaser by the way of electronic funds transfer (EFT) or secured by a written guarantee from a registered bank of financial institution.
- Payment must be provided to the conveyancer within twenty one business days of the signature date, free of exchange.
- The buyer has 21 business days to supply guarantees for the balance of the purchase price to the transferring attorneys.
- Should you require any further information or clarity on the above please contact the Business Development Executive.



RULES OF AUCTION

Date Time of Auction	
Place of Auction	Masingita House, 41 West Street, Houghton Estate
Type of Auction	Multi Property Auction

1. Should there be any other reason other than the normal disposition of the property by the seller such reason will be announced by the auctioneer.
2. All auctions comply with Section 45 of the consumer Protection Act 6.8 of 2008 and governing regulations thereto.
3. All Masingita Property Services (Pty) Ltd t/a AuctionInc. auctions are subject to reserve price.
4. The Auctioneer and as representative of AUCTIONINC. are entitled to bid on behalf of the owner.
5. The auction will commence at 12h00 and will not be delayed for any reason whatsoever.
6. All lots are sold as per the sales agreement and standard terms and conditions and are subject to acceptance by the seller within 3 (THREE) business days. Each lot is offered as a separate transaction and will only be considered complete once the auctioneer has initiated the bidding process and pronounced the word "sold" on the fall of the hammer.
7. The Auctioneer holds the sole right to regulate the advance in bidding.
8. In terms of the Estate Agency Affairs act all moneys received for the benefit of the buyer or seller will be retained in a trust account. On acceptance of the offer by the purchaser, these will be paid over to the conveyances less the agreed commission.
9. On registration all bidders will read these rules of auction and comply with all ID, residence, valid tax number and FICA requirements.
10. Any bidder bidding on behalf of a company or other individual must produce an authority to transact on the correct documentation as well as the company's tax clearance certificate.
11. The bidders' record and vendor roll required to be kept in terms of the CPA and will be available for perusal during normal working hours at the offices of AUCTIONINC.
12. The property can only be transferred with a valid sellers and buyers tax certificate
13. THESE RULES DO NOT:
 - 13.1 exclude liability in respect of inaccurate information provided in the advertising of the auction
 - 13.2 exclude liability in respect of the rules of auction not meeting the requirements of the regulation of the consumer protection act 68 of 2010 (herein after referred to as the regulations)
 - 13.3 exclude the rules of inspection
 - 13.4 contains any qualification, reservation or reduction of the requirements of the regulations unless provided for
14. SPECIFIC RULES RELATION TO THE AUCTIONEER:
 - 14.1 any amendments made to the rules of auction will be announced verbally by the auctioneer at the auction
 - 14.2 should the auctioneer who signed these rules be unable to conduct the auction for any reason whatsoever that the person who conducts the auction is deemed to have certified the rules of auction
 - 14.3 the auctioneer is personally liable for the contents of the rules of the auction applicable to the specific auction
15. THE RULES OF AUCTION NEED NOT BE READ AT THE AUCTION IF:
 - 15.1 the rules were available 24 hours prior to the auction
16. At the auction, the auctioneer invites any person present at the said auction to object to these rules, such objections to be noted on the vendors roll.

BARNEY JACOBSON

Signed by the Auctioneer	Full name
Address	1 st floor Masingita House, 41 West Street, Houghton Estate, Johannesburg
Contact number	011 268 2681
Email	info@auctioninc.co.za



REGISTRATION FORM

Buyers No.:

Where did you hear about this auction?

Company Name			
Reg No.			
First Name(s)		Surname	
ID		Cell	
Tel (H)		Tel (W)	
Email			
Address			
		Code	

- A R 50 000 refundable deposit is payable on registration.
- ID, proof of address (less than 3 month old), CK1/CM1, company resolution and letter of authority is required on registration.
- This serves to confirm that both the offeror and offeree acknowledge that Masingita Property Services (Pty) Ltd t/a AuctionInc. is the effective cause of the introduction to this property.
- This document it to be signed by all parties who intend to bid at the auction.
- If you are bidding on behalf of another person or a company or a trust – please provide proof of your authorization to do so when registering.
- If you succeed in the bidding and sign the Sales Agreement in a representative capability, you waiver the legal exceptions of excussion and division and acknowledge that you shall be deemed to have bound yourself as surety for and co-principle debtor in solidum with the third party whom you represent for the due and punctual payment and performance of all obligations of that third party.
- Please be sure to read the conditions of sale thoroughly before you sign this document.
- In signing this document you are accepting the Terms and Conditions laid out in the Sales Agreement, the rules of auction and any other specific terms conveyed by the auctioneer.
- A refundable deposit of 15% is payable upon signing of the Sales Agreement.
- Please note that your details will be added to our database so we can provide you with details for upcoming auctions and industry news.

Deposit Confirmed YES / NO

Proof of payment attached YES / NO

Banking Details:

Account Name Masingita Property Services
Bank Name First National Bank
Account Number 62325281799
Branch Code 255 805
Ref (Prop address) _____

Refund Details:

Account Name _____
Bank Name _____
Account Number _____
Branch Code _____
Ref (Prop address) _____

A 1.4% fee will be charged on cash deposits

Accepted at _____ on the _____ day of .

2019

SIGNATURE

DATE



SALES AGREEMENT

The SELLER sells the Property to the PURCHASER, who hereby purchases the Property on the Terms and Conditions set out herein.

BETWEEN

Sellers Company Name	
Company Registration No.	
Seller Surname/s	
Seller First Name/s	
ID No/s	
Date	

AND

Purchaser Company Name	
Company Registration No.	
Purchaser Surname/s	
Purchaser First Name/s	
ID No/s	
Date	

Property Physical Address	
File No	
Broker	



PROPERTY DETAILS

Erf No.

Township

Physical Address

PURCHASE PRICE

R

(Excluding VAT if applicable) plus bidders premium plus VAT thereon as reflected in clause 34.

In words:

BANKING DETAILS (BANK FEES FOR CASH DEPOSITS WILL BE CHARGED TO DEPOSITOR)

Account Name	Masingita Property Services (Pty) Ltd
Bank:	First National Bank
Account No.:	62325281799
Branch Code:	255 805

OCCUPATION DATE

ON TRANSFER |

LEGAL REQUIREMENTS FOR CONVEYANCING

Kindly forward a copy of the required documents to the Conveyances which is required in terms of the Financial Intelligence Centre Act (FICA).

Unmarried	Copy of first page of your identity document or a valid passport if a non-resident. Proof of address, less than three (3) months (e.g. water & electricity account) and Income tax no
Married	Copy of both husband and wife's identity document or a valid passport if a non-resident. Marriage certificate and if applicable, Antenuptial contract. If the marriage is governed by the laws of another country please advise the name of the country governing your marriage i.e. the country where the husband was living at the time of the marriage with the intention of staying there permanently. Proof of address, less than three (3) months (e.g. water & electricity account) and Income tax no
Company	Copy of the memorandum of incorporation and/or certificate to commence business. Close Corporation a Copy of the CK1/CK2 document Income tax number VAT number, if applicable All directors / members Copy of first page of identity document or a valid passport if a non-resident. Proof of address, less than three (3) months (e.g. water & electricity account) and Income tax no Company Resolution on Signature of this Agreement
Trust	Certified copy of the trust deed and letters of authority. Income tax number VAT number, if applicable All Trustees:- Copy of first page of identity document or a valid passport if a non-resident. Proof of address, less than three (3) months (e.g. water & electricity account) and Income tax no



STANDARD TERMS AND CONDITIONS

1. INTERPRETATION

In this agreement, unless the context clearly otherwise indicates, the following expressions shall have the meanings set opposite them below and cognate expressions shall bear corresponding meanings:

AuctionInc.	means Masingita Property Services (Pty) Ltd t/a AuctionInc. a company duly incorporated in the Republic of South Africa with registration number 2010/024815/07
Confirmation Date	means the date of the acceptance of the offer by the SELLER or AuctionInc.
Confirmation Period	means a period from the Signature Date by the PURCHASER or such longer period as may be agreed to between the parties in writing
CPA	means the Consumer Protection Act, Number 68 of 2008, as amended or replaced from time to time
Conveyancer	means the attorney or Conveyancer appointed by the SELLER and/or AuctionInc to effect transfer of title of the Property into the name of the PURCHASER
Days	means business days which exclude weekends and public holiday
Deposit	means the deposit paid to AuctionInc as mentioned in clause 32 hereof
FICA	means the Financial Intelligence Centre Act Number 38 of 2001, as amended from time to time
Occupational Interest	means the occupational interest referred to in and contemplated by Clause 12 hereof
Offer	means any offer made to AuctionInc by any person for the purchase of the Property
Ordinary Alert Consumer	means an ordinary alert consumer as contemplated in Section 18 (3) of the CPA
Owner	means the registered owner of the Property, as reflected in the Title Deeds or the rightful holder of the Property, and being the SELLER or herein duly represented by the SELLER
Parties	means the SELLER and the PURCHASER
Property	means the subject Property as described herein
Purchaser's Offer	means the PURCHASER's offer to purchase the Property and being an amount that is more than, equal to or less than the Mandate Price, and which offer may be acceptable to the SELLER
Purchase Price	means the purchase price in respect of the Property as more fully set out heretofore
SARS	means the South African Revenue Services
Signature Date	means the date of signature of this Agreement by the PURCHASER
Title Deed	means the existing Title Deed or Deed of Transfer (registered in the Deeds Registry having jurisdiction) of the Property
Agreement	means this Agreement recorded in this document between the Parties together with any appendix hereto
VAT	means the Value Added Tax in terms of and under the Value Added Tax Act, Number 89 of 1991, as amended from time to time

2. INTRODUCTION

- 2.1 The seller has mandated and appointed AuctionInc. to sell the Property by public auction or private treaty agreement.
- 2.2 The seller sells the Property to the purchaser, who hereby purchases the Property from the Seller on the Terms and Conditions set out herein.

3. KNOWLEDGE OF TERMS AND CONDITIONS

The seller and the purchaser acknowledge and confirm that:

- 3.1 All parties are aware prior to the Signature Date of the terms and conditions of this Agreement; and all parties understand the terms and conditions as laid out as per this Agreement.
- 3.2 The purchaser shall sign these Terms and Conditions incorporating the sales agreement immediately after the auction.

4. SALE OF PROPERTY and AUCTION PROCEDURE

- 4.1 The property will be sold by the fall of the hammer and bids will be taken in South African Rands.
- 4.2 The conduct of the auction is subject to the control of the Auctioneer, who has the sole right to regulate the bidding procedure.
- 4.3 The Property shall be provisionally sold to the highest bidder subject to a three business day confirmatory period and terms hereof by the seller.
- 4.4 In the event of a dispute between bidders, the decision of the Auctioneer will be final and binding. In the event of a dispute between any bidder and the Auctioneer, the Property may immediately be re-auctioned, at the sole discretion of the Auctioneer.
- 4.5 In the event of any error being made by the Auctioneer, such error shall not be binding on the seller or the Auctioneer.



- 4.6 The Property is sold with reserve. If no bid equals or exceeds the reserve price ("the Minimum Nett Selling Price"), the Property may be withdrawn from the auction; however, the seller shall be entitled to instruct the Auctioneer to accept any lower bid should he so decide.
- 4.7 Only the Auctioneer or his agent acting as a proxy shall be entitled to bid up to the Minimum Nett Selling Price on behalf of the seller, but shall not be entitled to make a bid equal to or exceeding the reserve.
- 4.8 The Property is sold as described in the Title Deed and subject to all servitudes, conditions, caveats, encumbrances and the like as described or referred to in the Title Deed.
- 4.9 The purchaser confirms that he has inspected the Property, is satisfied with the Property in its entirety and has no objection nor demur regarding the Property and/or its constituent parts; and/or
- 4.10 The purchaser confirms and acknowledges that he purchases the Property as an Ordinary Alert Consumer.
- 4.11 Whilst reasonable precautions have been taken in compiling the information contained in this document, neither the seller nor AuctionInc. shall be liable for any loss, damage or expense whatsoever or however caused, arising from reliance on any information provided, nor do they guarantee the completeness or accuracy thereof, the duty at all times resting on the purchaser to conduct its own due diligence inspection relating to the property.

5. ACCEPTANCE AND CONFIRMATION

- 5.1 The purchaser's Offer shall remain open for acceptance by the seller or AuctionInc. until 18H00 (6pm) on the expiry of the three business day confirmation period, during which period the offer cannot be withdrawn by the purchaser; and if accepted by the seller, shall constitute the Agreement of Sale.
- 5.2 Should the sale of the Property be subject to the seller obtaining the consent of any statutory authority or a court of law, then the sale that eventuates or results from the acceptance by the seller of the purchaser's Offer shall be subject to the seller obtaining such consent within sixty days of acceptance by the seller.
- 5.3 Should the seller reject the purchaser's Offer, AuctionInc will refund any deposit paid by the purchaser exclusive of interest.

6. PURCHASE PRICE

- 6.1 The Purchase Price is the amount referred to on page two and excludes VAT if applicable.
- 6.2 On the Signature Date of this agreement, a deposit of 15% (fifteen percent) will be lodged as referred to in clause 34 of this agreement and is payable by the purchaser to AuctionInc's trust account.
- 6.3 The Parties agree that on acceptance by the seller, the deposit; less bidder's premium, less marketing costs shall be released to the conveyancer after which the conveyancer will attest to the registration of transfer of the property.
- 6.4 The balance of the purchase price, excluding VAT, shall be paid to the conveyancer and AuctionInc. by the purchaser by the way of electronic funds transfer (EFT) or secured by a written guarantee from a registered bank of financial institution. Payment must be provided to the conveyancer within twenty-one business days of the signature date, free of exchange.
- 6.5 The purchaser agrees that the deposit together with any moneys received from the purchaser and held by the Conveyancer will be invested in an interest bearing account for the benefit of the purchaser until date of transfer.
- 6.6 All payments made by the purchaser shall be appropriately used firstly towards bidder's premium and any outstanding marketing costs in respect of the bidder's premium.

7. BIDDER'S PREMIUM

- 7.1 The fee due to AuctionInc. shall be paid by way of the bidder's premium equal to 10% plus VAT thereon and shall be payable by the purchaser on acceptance of the offer. This is in addition to the purchase price.
- 7.2 AuctionInc. shall retain the bidder's premium for its own account, which shall be deemed to have been earned on confirmation of the sale by the seller.
- 7.3 The purchaser warrants that the purchaser was introduced to the Property by AuctionInc. exclusively
- 7.4 The seller and the purchaser acknowledge that AuctionInc. is the sole effective cause of the sale of the Property to the purchaser.

8. TRANSFER AND COSTS THEREOF

- 8.1 The Conveyancer shall attend to the registration of the transfer of the Property into the purchaser's name and in this regard:
- 8.1.1 The purchaser shall be liable for and shall pay on request and without delay to the Conveyancer all and any costs of transfer (including but not limited to, transfer duty or VAT, whichever is applicable);
- 8.1.2 The purchaser undertakes to sign all documents necessary to effect transfer of the Property immediately upon request of the Conveyancer;
- 8.1.3 Transfer of the Property into the purchaser's name shall be done as soon as reasonably possible after payment by the purchaser of all amounts payable by the purchaser in terms of this Agreement;
- 8.1.4 The seller shall, after registration of transfer of the Property, furnish notice to the Local Authority and or Eskom terminating any consumer agreements in respect of the supply of water, electricity or other services to the Property. The seller shall



under no circumstances be liable for any loss or damage whatsoever arising as a result of the seller terminating any consumer supply agreements after the registration of transfer; and

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

9. VALUE ADDED TAX (IF APPLICABLE)

- 9.1 The Parties record that the sale of the property by the seller to the purchaser is effective on the following basis:-
- 9.1.1 The Property and the enterprise are being disposed of as an indivisible transaction;
- 9.1.2 The enterprise is sold and purchased as a going concern;
- 9.1.3 At the Signature Date, the enterprise is sold and purchased as an income earning activity which is being conducted and will be conducted as income activity as at transfer of the property into the name of the purchaser;
- 9.1.4 The enterprise which is sold by the seller and purchased by the purchaser is necessary for the carrying on of the business. The enterprise constitutes all of the necessary assets for the carrying on of the business; and
- 9.15 The leasing activity is an enterprise capable of separate operation;
- 9.2 Accordingly, this transaction is in compliance with Section 11 (1) (e) of the Value Added Act, and consequently the seller and the purchaser have agreed that the Purchase Price in respect of the transaction is inclusive of value added tax at zero percent.
- 9.3 Should SARS levy any Value Added Tax on the Purchase Price or in respect of any other amount/s payable in terms of this agreement at the standard rate, or any other rate, then such Value Added Tax, together with any interest or charges such charges and interest thereon shall be borne by the purchaser alone.
- 9.4 The purchaser shall furnish to the SARS the amount of such Value Added Tax levied, or to be levied within three days of request by the seller, which request shall not be made prior to a request being made on the seller here for by the SARS. Such sum shall be over and above the Purchase Price and any other sums payable by the purchaser to the seller, or otherwise, in accordance with the terms and conditions of this Agreement.
- 9.5 The seller warrants that it is a value added tax vendor for the purposes of this transaction
- 9.6 The purchaser warrants that it will be a VAT vendor for value added tax purposes as at the date of transfer

10. POSSESSION, RISK AND DELIVERY

Subject to the provisions of this Agreement, possession of the Property, subject to any leases, shall be given to the purchaser upon registration of transfer, from which date all risk and benefits of ownership in respect of the Property shall pass to the purchaser; including the Rights to any rentals accruing and the liability for any rates and taxes and other imposts levied thereon.

11. OCCUPATION (VACANT/TENANT *delete which is not applicable)

Occupation will be given to the purchaser on the date stipulated heretofore in this Sales Agreement

12. OCCUPATIONAL INTEREST

- 12.1 Should the purchaser take occupation of the Property prior to registration of transfer of the Property into the purchaser's name, the purchaser shall pay Occupational Interest for the period that he is in occupation, commencing and becoming payable (in respect of any pro rata portion of a month) on the date of occupation and for every calendar month thereafter, payable monthly in advance on the first (1st) day of each calendar month. A pro rata portion of Occupational Interest shall be payable for any portion of any month that the purchaser is in occupation of the Property.
- 12.2 Occupational Interest shall be one percent per month of the Purchase Price from date of occupation of the Property by or on behalf of the purchaser to date of registration of transfer of the Property into the purchaser's name without deduction or set-off, or such other amount payable on terms and conditions as may be agreed to between the Parties.

13. REPAIRS AND IMPROVEMENTS

- 13.1 Prior to registration of transfer of the Property into the purchaser's name, the purchaser shall not be entitled to effect any alterations or incur any unnecessary expenses to the Property without the prior written consent of the seller. The seller shall not be obliged to compensate the purchaser for any unauthorized alteration effected or any unnecessary expenses occurred in respect of the Property.
- 13.2 In the event of this Agreement being cancelled for whatsoever reason, the purchaser shall be obliged to remove all and any additions and/or alterations at its own cost in order to return the Property to the seller as near as possible to the condition it was in at the date of the transfer of the Property or the date upon which the purchaser took occupation (whichever is the sooner).

14. RATES AND TAXES



- 14.1 The seller shall be responsible for all charges and costs relating to the Property including rates and taxes for the period up to the date of registration of transfer into the name of the purchaser.
- 14.2 For the purposes of effecting transfer of the Property to the purchaser and in order to obtain the requisite clearance certificates in respect of the Property, the purchaser acknowledges and agrees that he shall be liable for and make payment on demand to the Conveyancer of all amounts that the Conveyancer may in the Conveyance's sole discretion determine to be the purchaser's pro-rata liability for the rates and taxes in respect of the Property as well as for any other charges levied against the Property
- 15. INSURANCE (seller to ensure that insurance is in place)**
- The seller shall maintain, in the seller's name, any existing policy of fire and storm damage insurance cover, which insurance shall be maintained until registration of transfer.
- 16. EXISTING TENANCIES (IF ANY)**
- 16.1 The Property is sold subject to all existing tenancies and leases thereon or thereto (if any), and the purchaser warrants that he has acquainted himself with all such leases (whether oral or in writing), is satisfied therewith and shall be bound by the terms and conditions thereof:
- 16.1.1 Until date of registration of transfer, the seller shall be entitled to any and all income, rental or otherwise, earned in respect of the Property and shall be entitled to recover any and all such amounts owing;
- 16.1.2 The seller shall be obliged to notify existing tenant/s of the Property as soon as possible after confirmation of the sale;
- 16.1.3 Should any person be in occupation of the Property, which occupation is not subject to a valid lease, the purchaser shall, on transfer of the Property into his name, at his own expense, arrange for the eviction of such person;
- 16.1.4 The seller agrees to transfer to the purchaser, within five days after registration of transfer of the Property into the purchaser's name, all tenants' deposit payments in the seller's possession.
- 17. FIXTURES AND FITTINGS**
- The Property is sold inclusive of all existing fixtures and fittings in/on the Property of a permanent nature. No movables are included in the sale unless specifically stipulated by the seller or the Auctioneer.
- 18. BREACH**
- Should either party commit a breach of this agreement and fail to remedy such breach within twenty-four hours of receiving written notice requiring, remedying such breach, then:
- 18.1 If the aggrieved party is the seller, then:-
- 18.1.1 The seller shall be entitled without prejudice to any other rights, which he may have in law, either to:
- 18.1.1.1 To cancel this agreement upon written notice and to claim damages suffered by him as a result of the purchaser's breach and forfeiture of all amounts paid by the purchaser on account of the purchase price and costs together with all interest accruing thereon as a penalty or pre-liquidated damages suffered by the seller as a result of the purchaser's breach and/or
- 18.1.1.2 To immediately evict the purchaser from the Premises and Property (and all persons in occupation thereof through the purchaser); or
- 18.1.1.3 Immediately claim payment of the full Purchase Price and implementation of this Agreement (specific performance of this Agreement)
- 18.2 If the aggrieved party is the purchaser, then:-
- 18.2.1 The purchaser, he shall be entitled, without prejudice to any other rights, which he may have in law, either to:
- 18.2.1.1 Cancel this agreement upon written notice and to claim the deposit and interest and any damages suffered by him as a result of the seller's breach; or
- 18.2.1.2 Require the seller to fulfil his obligations and to claim all such damages suffered by him as a result of the seller's breach
- 18.3 In the event of this agreement being cancelled as a result of a breach of its terms by either the purchaser or the seller, the party in breach shall be liable for and undertakes to pay on demand to AuctionInc all amounts payable to AuctionInc. in terms of this Agreement.
- 19. MUTUAL CANCELLATION**
- In the event of the cancellation of this sale by mutual agreement between the seller and purchaser, the seller and purchaser shall immediately become jointly and severally liable for and shall pay to AuctionInc on demand, all commissions and expenses which would have been earned by AuctionInc in terms of this Agreement and the seller and purchaser agree that all such amounts shall constitute a first charge against the deposit, if any, paid by the purchaser and shall be paid wholly or in part therefrom
- 20. INTEREST**
- In the event of the purchaser not paying any amount payable by him in terms of this Agreement on due date, then the purchaser shall be liable to pay interest on all such outstanding amount(s) at the rate of 3% above the prime rate charged



from time to time by Standard Bank of South Africa Limited, from due date to date of final payment of the outstanding amount (both days inclusive), such interest to be capitalised daily and compounded monthly.

21. LEGAL COSTS

The defaulting parties shall be liable for all of the legal costs incurred by the aggrieved party and/or AuctionInc. in enforcing any of the terms and conditions of this Agreement, on an attorney and own client scale, including collection charges.

22. COMPLIANCE CERTIFICATES

22.1 Beetle Certificate

The seller shall arrange, at his cost, for the accessible portions of the property to be inspected by a contractor that is a member of the South African Pest Control Association for infestation by notifiable beetle and for the replacement of any infested timber with properly treated timber. Thereafter the seller shall have no further responsibility in this regard. The seller shall provide a Clearance certificate issued by the contractor to the Conveyancer, which certificate may not pre-date the date of signature of this agreement

22.2 Certificate of Electrical Compliance

The seller shall at his cost provide an Electrical Compliance certificate as required by the Electrical Installation Regulations, 2003 (issued in terms of the Occupational Health and Safety Act, 1993) to the Conveyancer before registration of transfer. Should the electrician indicate that remedial or rectification electrical work be carried out as precondition of the issue of a Compliance certificate, this shall be for the costs of the seller. The certificate shall not predate the date of transfer by more than two years

22.3 Gas Installation

If there is a gas installation on the property, the seller shall, at its own cost, deliver a certificate of Conformity to the purchaser before the date of transfer. An authorised person as defined in the Pressure Equipment Regulations 2009 (issued in terms of the Occupational Health and Safety Act, 1993) shall issue the certificate. The seller undertakes not to alter, install or remove the gas installation after the certificate was issued. In so far as the authorised person requires corrective work to be carried out as a precondition to the issue of such certificate, the seller will ensure that such work is carried out and it will be for the seller's cost and expense.

22.4 Electric Fence Certificate

The seller shall, at his cost, deliver to the purchaser an Electric Fence System certificate of Compliance, as required in terms of the Electrical Machinery Regulations of 2011 (issued under the Occupational Health and Safety Act) in respect of the electric fence system on the property, if any. If the seller is in possession of a valid electric fence certificate of compliance at the time of entering into this agreement, it is sufficient that he transfers the current certificate to the purchaser, provided no alterations or amendments were made to the electric fence installation after the date of issue of the current certificate. If the seller is not in possession of such certificate, or if he is in possession of such a certificate but amendments or alterations were effected to the electric fence installation after the current electric fence certificate was issued, the seller hereby instructs the Agent to arrange this inspection and obtain the certificate on his behalf.

23. MAGISTRATE'S COURT JURISDICTION

The parties hereto consent to the jurisdiction of the Magistrate's Court in terms of section 45 read with section 28 of the Magistrates' Court Act Number 32 of 1944, as amended from time to time. Notwithstanding the foregoing, this shall not preclude any Party from approaching the High Court of South Africa for any relief.

24. WARRANTIES AND SPECIAL CONDITIONS

24.1 The property is sold as represented by the Title Deeds and diagram and the seller and/or AuctionInc is not liable for any deficiency that may be found to exist. The property is sold as it stands (voetstoots) and without warranty or representation and also subject to all servitudes and conditions specified in the Deed of Transfer

24.2 The seller and/or AuctionInc. shall not be obliged to point out any boundaries, beacons or pegs or supply plans in respect of the property hereby sold

24.3 The seller warrants and confirms that:

24.3.1 They are duly authorized to sign and accept this Agreement; and

24.3.2 Where AuctionInc. signs this Agreement for and on behalf of the seller, AuctionInc is duly authorized to sign and accept this Agreement on the seller's behalf.

24.4 The parties confirm:

24.4.1 All of the necessary acts required to be taken by the Parties (whether by their constitutional documents, memorandum of incorporation and/or in terms of law) have been duly and properly taken;

24.4.2 There is nothing whatsoever that would prevent or prevents or would obstruct or obstructs or would preclude or precludes the Parties from executing this Agreement;

25. TAX / TRANSFER DUTY RECEIPTS/EXEMPTION (SARS)



- 25.1 A transfer duty receipt/exemption certificate shall be issued by SARS for either the payment of transfer duty or, if applicable, an undertaking to pay VAT, by the seller.
- 25.2 The parties hereby warrant that their tax issues are all in order. Should either Party breach this warranty, and should any such tax issues not be resolved within ten days from receipt of notification from SARS, the innocent party will be entitled (without prejudice to any or all of the rights of the innocent party) to cancel the Agreement and claim whatever remedies are available to it in terms of this Agreement or in terms of law.
- 25.3 In the event that this Agreement is cancelled or lapses due to a breach of this Clause, then the defaulting party shall become liable for the immediate payment to AuctionInc. of the commission payable to and all amounts due to AuctionInc. in terms of this Agreement.
- 26. DOMICILIUM CITANDI ET EXECUTANDI**
- 26.1 The parties choose as their respective domicilium citandi et executandi ("domicilium"), being the address/es for service, delivery, sending and/or transmission of all notices, process, communication and/or documents (including, without limitation, legal documents) for all purposes under this Agreement, the physical addresses, fax numbers and email addresses reflected in the Schedule.
- 26.2 Any party may by notice to the other Party change its domicilium address to another address in South Africa (which is not a post box or where a post office holds mail for the recipient until collected by the recipient (post restante) provided that the change shall be effective on the seventh (7th) day after receipt of this notice of change of address.
- 26.3 Delivery to a party at such Party's domicilium address shall be deemed to have been received on the day of delivery; if such day is not a Day, then on the next Day immediately following the date of delivery
- 26.4 Delivery to a Party at such Party's fax number or email address shall be deemed to have been received on the date of transmission, provided that such day is a Business Day, failing which it shall be deemed to have been received on the next Business Day
- 27. WHOLE AGREEMENT**
- This agreement constitutes the whole of the agreement between the Parties relating to the subject matter hereof and no amendment, alteration, addition, variation or consensual cancellation of or in relation to this Agreement shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorized representatives
- 28. WAIVER**
- No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of any Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege
- 29. JOINT AND SEVERAL LIABILITY AND SURETYSHIP**
- 29.1 If this Agreement is concluded with more than one purchaser, the liability of all such purchasers to the seller and to AuctionInc. shall be joint and several and as co-principal debtors
- 29.2 Should the signatory as offer or have signed this agreement as a Trustee or for a Company to be formed, then such Company shall be formed and registered within twenty one days from date of Signature Date and shall thereafter ratify and adopt the provisions of this agreement made for its benefit within fifteen days of the date of its formation
- 29.3 Should such Company not be formed within 24 hours of acceptance or having been formed not ratify and adopt the provisions of this agreement made for its benefit timeously, the signatory shall be deemed to be the purchaser for all purposes hereunder and shall have all the rights of and be subject to all the obligations of the purchaser as though the formation of a Company or was not even contemplated
- 29.4 In the event of the formation of the Company being formed timeously and in the event of the timeous ratification and adoption of this agreement, and in the event of a Trust, the signatory hereto, as offer or, shall nevertheless be deemed to have signed this agreement as surety in solidus for and as co-principal debtor with such Company or Trust under renunciation of the benefits of exclusion and division
- 30. ASSIGNMENT**
- 30.1 Save as herein expressly otherwise provided, neither this Agreement nor any part, share or interest therein, nor any rights or obligations hereunder may be ceded, assigned or otherwise transferred by a Party without the prior written consent of the other Party
- 30.2 Notwithstanding the provisions of this Agreement, this Agreement shall be binding on the successors-in-title of the Parties as well as AuctionInc.
- 30.3 This serves to confirm that both the offeror and offeree acknowledge that AuctionInc is the effect and cause of the introduction to this property



30.4 AuctionInc may erect sold signage for a period of three month at no cost.

31. SPECIAL CONDITIONS

32. PAYMENT OF BIDDERS PREMIUM

Deposit Breakdown

Bidders Premium 10 % of purchase price	R
VAT on Bidders Premium 15 % of Bidders Premium	R

33. DEPOSIT ON PROPERTY

Residual Deposit 3.5 % payable to the Conveyances Trust account on acceptance of the purchase	R
---------------------------------------------------------------------------------------------------------	---

34. TOTAL DEPOSIT PAYABLE

Total payable 15% of purchase price which is payable on signature of this document	R
----------------------------------------------------------------------------------------------	---

35. TRANSFERRING ATTORNEY

Transferring Attorneys	
Contact Name	
Telephone No	
Email	



36. SELLER|S INFORMATION

	FIRST SELLER	SECOND SELLER
COMPANY NAME		
COMPANY REG NO		
COMPANY VAT NO		
FIRST NAME		
SURNAME		
ID NO		
TAX NO		
DOMICILIUM ADDRESS		
TEL NO		
CELL NO		
E-MAIL		

(Jointly and severally referred to as "the SELLER")

Marital Status (Cross correct option)

<input type="checkbox"/> Accrual <input type="checkbox"/> Widow <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> In Community of Property <input type="checkbox"/> Out of Community of Property <input type="checkbox"/> Married outside the R.S.A.

At _____ on the _____ day of _____ 2019.

Signed on behalf of SELLER

Signed on Behalf of AuctionInc.

Witnesses

Witnesses

Witnesses

Witnesses

Signature of this document confirms that the SELLER|S accepts all Terms and Conditions as laid out in this agreement.



37. PURCHASER|S INFORMATION

	FIRST PURCHASER	SECOND PURCHASER
COMPANY NAME		
COMPANY REG NO		
VAT REGISTRATION NO		
FIRST NAME		
SURNAME		
ID NO		
TAX NO		
DOMICILIUM ADDRESS		
TEL NO		
CELL NO		
E-MAIL		

(Jointly and severally referred to as "the PURCHASER")

Marital Status (Cross correct option)

Accrual | Widow | Single | Divorced | In Community of Property | Out of Community of Property | Married outside the R.S.A.

At _____ on the _____ day of _____ 2019.

Signed on behalf of PURCHASER

Signed on Behalf of AUCTIONINC.

Witnesses

Witnesses

Witnesses

Witnesses

Signature of this document confirms that the PURCHASER|S accepts all Terms and Conditions as laid out in this agreement.









12 horizontal dotted lines for writing.

