



PARK VILLAGE AUCTIONS
Trusted by banks, respected by buyers

**CONDITIONS OF SALE OF IMMOVABLE PROPERTY
IN RESPECT OF LEASEHOLD RIGHTS BY PUBLIC AUCTION
(INCORPORATING A SURETYSHIP)**

Place of auction: Riboville Boutique Hotel
Date of auction: 10 November 2021
Time of auction: 11:00

**PARK VILLAGE AUCTIONS CENTRAL (PTY) LTD
C/O R64 & VALENCIA ROAD, WATERBRON,
BLOEMFONTEIN
(the "Auctioneer")**

Mandated on behalf of and duly instructed by
THE EXECUTOR

**ESTATE LATE: SONJA KARIN PIAZZA MUSSO
ESTATE REFERENCE NUMBER: 003912/2021**

"Hereinafter referred to as the "Seller"

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

**REMAINING LEASE OF 85 YEARS FOR
ERF 5 PORTION 658 (A PORTION OF 580)
TOWNSHIP: IR
WATERFALL COUNTRY AND EQUESTRIAN ESTATE
CITY OF JOHANNESBURG
GAUTENG
TITLE DEED NUMBER: T116469/2005
(the Property")**

measurement: 10 450 m² (**TEN THOUSAND FOUR HUNDRED AND FIFTY SQUARE METERS**)
in in extent.

SCHEDULE

1 SELLER'S PARTICULARS

- 1.1 Name/Business Name: **Lourens van Wyk in his capacity as
Executor of the Deceased Estate: S.K Musso
Masters Ref: 3912/2021 C/O Lou van Wyk
Attorneys.**
- 1.2 VAT Registration Number: **4850269806**
- 1.3 Identity Registration Number: **5308305187082**
- 1.4 Physical/Registered Address: **17 Kerk Street
Parys
9585**
- 1.5 Postal Address: **P.O Box 256, Parys, 9585**
- 1.6 Telephone Work: **056 811 2323**
- 1.7 Cell: **082 650 2323**
- 1.8 Email: **lou@kriwyk.co.za**

2 PURCHASER'S (NATURAL/JURISTIC PERSON) PARTICULARS

- 2.1 Name: _____
- 2.2 VAT Registration Number: _____
- 2.3 Identity Registration Number: _____
- 2.4 Marital Status: _____ (complete)
- 2.5 Physical/Registered Address: _____

- 2.6 Postal Address: _____
- 2.7 Telephone Work: _____
- 2.8 Facsimile: _____
- 2.9 Email: _____

3 AUCTIONEER PARTICULARS AND COMMISSION

- 3.1 Name/Business Name: **Park Village Auctions Central (PTY) LTD**
- VAT Registration Number: **4510255989**
- Fidelity Fund Reg No: **F144289**
- 3.2 Identity / Registration Number: **2009/020483/07**

- 3.3 Physical/Registered Address: **C/O R64 & Valencia Rd, Waterbron Bloemfontein, 9301**
- 3.4 Postal Address: **P.O Box 26805, Langenhovenpark, 9301**
- 3.5 Telephone Work: **051 430 2300**
- 3.6 Facsimile: **086 519 5965**
- 3.7 Email: **bloem3@parkvillage.co.za**
- 3.8 Agency Commission: The Purchaser shall pay the Auctioneer's commission at the rate of **6% (SIX PERCENT)** plus VAT, calculated on the purchase price of the Property.

4 RESIDENTS ASSOCIATION

- 4.1 Name: **WATERFALL EQUESTRIAN ESTATE HOME OWNERS' ASSOCIATION NPC**
- 4.2 Registration Number: **2005/014264/08**

5 PAYMENT DETAILS

- 5.1 Purchase Price: _____
- 5.2 15 % Deposit: _____
(Payable within 24 Hours)
- 5.3 Balance of the Purchase Price: _____

6 OCCUPATIONAL RENTAL

- 6.1 Occupation Date: **Registration**
- 6.2 Occupational Rental: **R 0 (zero)**

7 PROPERTY

- 7.1 Portion Number: **658 (of 580) Waterval 5 IR**
- 7.2 Measuring: **10 450 square metres**
- 7.3 Extension of Lease Period required: **Yes / No**

8 IMPORTANT DATES

- 8.1 Confirmation Date: **30 November 2021**
- 8.2 Deposit Due Date: **11 November 2021**
- 8.3 Guarantee Due Date: **30 December 2021**

9. AUCTION PROCEDURE:

- 9.1 The terms and conditions of this agreement incorporate the Rules of Auction which is available on the website at <http://www.parkvillageauctions.co.za> and are available from the Auctioneer's offices on **051 430 2300**. The Rules will also be available at the auction.
- 9.2 The Auctioneer shall have the sole and exclusive control and the right to regulate any bidding as it may arise, which rights include the authority to correct any error made by him, whether by commission or omission.
- 9.3 Should the Auctioneer have any reason to believe that a Purchaser is not able to pay the deposit or the purchase price, he is entitled to refuse an Offer from such a Purchaser, or accept it provisionally, until he is satisfied that the Purchaser is able to pay the aforesaid amount. Should an offer be rejected under these circumstances, the Sale Object can immediately be put up for sale again.
- 9.4 The highest bidder, whose bid is accepted by the Auctioneer upon the fall of the hammer, shall subject to acceptance of his bid by the Seller, become the Purchaser. Should any dispute arise, the Auctioneer's decision and determination concerning the same shall be final and binding upon the parties.
- 9.5 The Auctioneer may, if so mandated by the Seller, forthwith at any time after the fall of the hammer, specifically and unequivocally accept on behalf of the Seller the highest bid from the highest bidder and so cause a firm agreement to come into being between the Seller and the Purchaser, on the basis that the property has been sold to the Purchaser on the terms and conditions contained herein.
- 9.6 The parties undertake as soon as possible to sign and complete all documents required to give effect hereto as required by the Auctioneer and / or the transferring attorney ("the conveyancer") appointed by the Seller.
- 9.7 The Auctioneer on behalf of the Seller, the Seller or either's representative may bid at the auction on behalf of the Seller up to the reserve price, if any.

10. PURCHASE PRICE:

10.1 The purchase price of the property (being the highest bid at the auction or subsequent improved offer – see paragraph 4 below) R _____

(VAT not applicable) and is payable as set out hereunder:

10.2 A deposit equal to **15% (fifteen percent)** of the purchase price is payable by the Purchaser to the Auctioneer on signature hereof by the Purchaser, which amount will be held by the Auctioneer **(in a non-interest-bearing account)** pending acceptance of the bid by the Seller. Thereafter, the Auctioneer shall pay over to the Seller or the Seller's conveyancer (at the election of the Seller or the Auctioneer) the said deposit amount (hereinafter referred to as "the trust amount"), after deducting agreed costs, disbursements and expenses.

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

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

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APPENDICES

APPENDIX "SSTC" : Standard Sale Terms and Conditions

APPENDIX "RL" : Copy of the Registered Lease

WHEREBY THE PARTIES AGREE AS FOLLOWS –

1 INTERPRETATION

1.1 In this Agreement -

1.1.1 clause headings are for convenience only and are not to be used in its interpretation;

1.1.2 an expression which denotes -

1.1.2.1 any gender includes the other genders;

1.1.2.2 a natural person includes a juristic person and *vice versa*; and

1.1.2.3 the singular includes the plural and *vice versa*.

1.2 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

1.2.1 "**Auctioneer**" means the person or entity identified in item 3 of the Schedule;

1.2.2 "**Auctioneer's Commission**" means the amount as stipulated in item 3.8 of the Schedule (inclusive of VAT);

1.2.3 "**Agreement**" means this agreement of sale of Leasehold Rights;

1.2.4 "**Attorney**" means Lou van Wyk Attorneys in conjunction with Cliffe Dekker Hofmeyr Incorporated of 1 Protea Place, Sandown (Tel: 056 811 2323) (Ref: S/K Musso);

1.2.5 "**Auctioneers Trust Account**" means the trust account of Park Village Auctions, held at ABSA Bank Limited, Branch Code 632005, Account Number 409 980 6479;

1.2.6 "**Balance of Purchase Price**" means the amount stated in 5.3 of the Schedule;

1.2.7 "**Condition Precedent**" means the suspensive condition or conditions set out in clause 4.1 below;

1.2.8 "**Deposit Due Date**" means the date specified in 8.2 of the Schedule

- 1.2.9 "**Deposit**" means the amount stipulated in item 10.2 of the Schedule, which is payable prior to the Deposit Due Date;
- 1.2.10 "**Effective Date**" means the date on which the Condition Precedent are fulfilled or waived (as the case may be);
- 1.2.11 "**Initial Agreement**" means the agreement of sale of Leasehold Rights in respect of the Property between the parties dated 10 November 2021;
- 1.2.12 "**Leasehold Rights**" means the Seller's right, title and interest in and to the Registered Lease;
- 1.2.13 "**Occupation Date**" means the date as stipulated in item 6.1 of the Schedule;
- 1.2.14 "**Occupational Rental**" means the monthly amount payable amount payable for rental of the Property as stipulated in item 6.2 of the Schedule;
- 1.2.15 "**Parties**" means the parties to this Agreement;
- 1.2.16 "**Property**" means certain immovable property as identified in item 7 of the Schedule and all improvements thereon and includes the Fixtures and Fittings;
- 1.2.17 "**Purchase Price**" means the amount as stipulated in item 5.1 of the Schedule (exclusive of VAT, if applicable);
- 1.2.18 "**Purchaser**" means the person or entity identified in item 2 of the Schedule;
- 1.2.19 "**Registration**" means registration of the Leasehold Rights into the name of the Purchaser in the office of the Registrar of Deeds in terms of the Deeds Registries Act No 47 of 1937; and
- 1.2.20 "**Registered Lease**" means the lease agreement between the registered owner of the Property and the Seller in respect of the Property, registered in the office of the registrar of Deeds at Pretoria a copy of which is annexed hereto as Appendix "RL";
- 1.2.21 "**Residents Association**" means the association as stipulated in item 4 of the Schedule duly incorporated in accordance with the laws of the Republic of South Africa;
- 1.2.22 "**Rules**" means the rules imposed by the directors of the Residents Association from time to time, a copy of which is annexed hereto as Appendix "B";

- 1.2.23 "**Seller**" means the person or entity identified in item 1 of the Schedule;
- 1.2.24 "**Schedule**" means the schedule of particulars preceding these general terms and conditions which schedule shall form part of this Agreement;
- 1.2.25 "**Signature Date**" means the date of signature of this Agreement by the Party last signing;
- 1.2.26 "**VAT**" means Value-Added Tax payable in terms of the VAT Act;
- 1.2.27 the "**VAT Act**" means the Value-Added Tax Act No 68 of 1991;
- 1.2.28 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 1 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 1.3 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 1.4 Subject to clauses 1.6 and 1.14, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 1.5 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
- 1.6 Reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time.
- 1.7 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 1.8 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.

- 1.9 No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision.
- 1.10 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.11 The use of any expression in this Agreement covering a process available under South African law, such as winding-up, shall, if either of the Parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 1.12 The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 1.13 Any reference in this Agreement to "this Agreement" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.
- 1.14 This Agreement incorporates the annexes which annexes shall have the same force and effect as if set out in the body of this Agreement. In this Agreement the words "clause" or "clauses" and "annexe" or "annexes" refer to clauses of and annexes to this Agreement.

2 INTRODUCTION

- 2.1 The Auctioneer undertakes in terms of what is herein set out and its mandate and authority granted to it by the Seller, to sell the aforementioned property by public auction on behalf of the Seller, to the Purchaser on the following terms and conditions and according to the published Rules of Auction:
- 2.2 The Seller wishes to sell the Leasehold Rights to the Purchaser and the Purchaser wishes to purchase the Leasehold Rights from the Seller, subject to certain terms and conditions.

2.3 In terms of the Registered Lease the holder of the Leasehold Rights is entitled to the use, occupation and benefit of the Property and is liable all costs and expenses relating to the Property.

2.4 The Parties wish to record in writing their agreement in respect of the above and matters ancillary thereto.

3 CANCELLATION OF INITIAL AGREEMENT

3.1 With effect from the Signature Date the Initial Agreement shall be cancelled and neither Party shall have any claim against the other Party in respect of the Initial Agreement.

4 CONDITION PRECEDENT

4.1 If this agreement is not signed by both parties, the agreement shall not come into existence and shall be of no force or effect.

4.1.1 the Deposit Due Date, the Purchaser has paid the Deposit into the Auctioneer's Trust Account, and provided proof of such payment to the Seller;

4.1.2 Guarantee Due Date the Purchaser has 30 Calendar Days

4.1.2.1 paid the Balance of the Purchaser Price Deposit into the Transferring Attorney's Trust Account, and provided proof of such payment to the Seller; or

4.1.2.2 delivered to the Attorneys a guarantee for the payment of the Balance of the Purchase Price into the Attorneys Trust Account, payable against the registration of the cession of the Leasehold Rights into the name of the Purchaser.

4.2 The Purchaser will procure the fulfilment of the Condition Precedent set out in clause 4.1.2 above as soon as reasonably possible after the Signature Date and shall, prior to the relevant date furnish to the Seller such documents or other proof of the fulfilment (or waiver) of the Condition Precedent to the Seller's reasonable satisfaction.

4.3 The Condition(s) Precedent have been inserted for the benefit of the Purchaser which will be entitled to waive fulfilment of the Condition(s) Precedent, in whole or in part, on written notice to the Seller prior to the date(s) stated in 4.1.1 above.

4.4 Unless the Condition(s) Precedent has been fulfilled or waived by not later than the date(s)

stated in 4.1.1 above the provisions of this Agreement, save for clauses 1 to 4, clauses 7 and 10.4 and any obligation to pay Occupational Rental as contemplated in clause 11, which remain of full force and effect, will never become of any force or effect and the *status quo ante* will be restored as near as may be and neither of the Parties will have any claim against the other in terms hereof or arising from the failure of the Condition Precedent.

5 SALE

The Seller sells the Leasehold Rights to the Purchaser, and the Purchaser purchases the Leasehold Rights from the Seller, subject to all the conditions mentioned or referred to in the Registered Lease and/or title deed of the Property, the provisions of the memorandum of incorporation of the Residents Association and the Rules imposed by the Residents Association, the conditions of establishment applying to the Property and to all such other conditions and servitudes as may exist in regard thereto, including the provisions of any applicable town planning scheme.

6 VOETSTOOTS SALE

- 6.1 The Leasehold Rights and the improvements (on the Property are sold *voetstoots* in relation to the Property as it stands and in the condition in which it now is. The Seller has no claim in respect of any excess over the measurements appearing in the title deed or Registered Lease, nor is the Seller answerable in damages or otherwise to the Purchaser should the area of the Property be less than such measurements.
- 6.2 The Purchaser acknowledges having inspected the Property, and that the seller cannot guarantee vacant occupation.
- 6.3 The purchaser acknowledges having read provisions of the Registered Lease, and that the Purchaser has acquainted himself/herself/itself with the provisions relating to the extension of the lease period and the cession and assignment of the Leasehold Rights.
- 6.4 The Seller is not obliged to point out any pegs or beacons relating to the Property nor is the Seller responsible for the cost of locating them.
- 6.5 As the property is vacant, the seller is not required to furnish the Purchaser with a certificate of compliance as contemplated in the Regulations deemed to be promulgated in terms of the Occupational Health and Safety Act, 1993, in respect of the electrical installation (if any) on the Property.

7 PURCHASE PRICE

- 7.1 The Purchase Price of the Leasehold Rights is payable by the Purchaser as follows –
- 7.1.1 the Deposit by way of a cash deposit ;
- 7.1.2 The balance of the purchase price will be paid over by the Purchaser to the Seller or the Seller's conveyancer (again at the election of the Seller or the Auctioneer) within 30 (thirty) calendar days of acceptance of this agreement by the Seller, or shall be secured by a bank guarantee, or guarantees, as required by and on terms acceptable to the Seller and the conveyancer within the same 30 (thirty) calendar days aforesaid from date of acceptance of this agreement, which guarantees shall be payable against registration of transfer of the property into the name of the Purchaser.
- 7.1.3 The cash deposits payable by the Purchaser to the Attorney pursuant to clause 7.1.1 above will be held in trust by the Attorney pending Registration, and the Attorney is hereby instructed in accordance with Section 86(4) of the Legal Practice Act, Act 28 of 2014 (the "LPA") to invest such amount with a deposit-taking institution of their choice on the basis that –
- 7.1.4 the amount is invested in an interest-bearing account;
- 7.1.5 the interest-bearing account contains a reference to section 86(4) of the LPA;
- 7.1.6 the interest which accrues on such investment is to be for the benefit of the Purchaser and will be paid, after deducting the Attorney' professional fee for administering the investment, to the Purchaser on date of Registration;
- 7.1.7 the cash deposit paid by the Purchaser in terms of clause 7.1.1 above will be paid to the Seller by the Attorney against Registration.
- 7.2 As security for the payment of the balance contemplated in clause 10.2, the Purchaser by no later than the Guarantee Due Date, furnish the Attorney with a bank guarantee or guarantees as required and approved of by the Seller or the Attorney, payable to the Seller or the Seller's nominee upon Registration at such place or places as the Seller may designate from time to time.

- 7.3 If in lieu of guarantees, the Purchaser deposits the Balance of the Purchase Price into the Attorney's Trust Account, such amount shall be invested in accordance with the provisions of clause 7.1.2 above, *mutatis mutandis*.

8 VALUE-ADDED TAX ACT

- 8.1 It is recorded that the Seller is not a vendor and that the sale of the Leasehold Rights in terms of this Agreement does not constitute a taxable supply as contemplated in the VAT Act, and that as a result VAT is not payable in respect thereof.

9 POSSESSION AND RISK

- 9.1 Possession of the Property will be given to the Purchaser on the **date of Registration**, from which date it will be at the sole risk, loss or profit of the Purchaser, and the Purchaser will from such date be entitled to the rentals (if any) and be liable for all rates, taxes and other charges in respect of the Property as provided for in the Registered Lease and the memorandum and articles of association of the Residents Association.
- 9.2 If the Seller has paid any such charge or charges for any period subsequent to the date of possession, the Purchaser will refund to the Seller the charge or charges so paid, and the Purchaser will likewise be entitled to a refund from the Seller of the rentals (if any) collected prior to the date of possession in respect of any period subsequent to the date of Registration of the cession of the Leasehold Rights.

10 TRANSFER AND COSTS

- 10.1 Transfer of the Leasehold Rights will be given to the Purchaser by means of the Registration thereof and such Registration shall be affected within a reasonable time after the Purchaser has paid the costs and charges referred to in clause 10.3.2.1 and has otherwise complied with the provisions of this Agreement. The Registration of the Leasehold Rights will be affected by the Attorney.
- 10.2 Prior to Registration the Seller shall procure that -
- 10.2.1 a certificate is issued by the Residents Association confirming that the Seller has paid or made provision of the payment of all amounts due by the Seller to the Residents Association in terms of the Registered Lease; and

- 10.3 The Purchaser will
- 10.3.1 become a member of the Residents Association upon Registration and shall from such date become liable for the payment of all levies and other charges imposed by the Residents Association in terms of the Registered Lease, the Rules and/or the memorandum and articles of association of the Residents Association; and
- 10.3.2 on demand from the Attorney –
- 10.3.2.1 pay all costs and charges incidental to Registration, including the costs of obtaining any rates, this includes, and is not limited to, Rates and Taxes, Water, Electricity, Sewerage, Levies, arrear interest and, should the account have been handed over for legal assistance, any outstanding legal fees thereon or other clearance certificate, and all bank charges payable by the Seller and/or the Attorney; and
- 10.3.2.2 sign all documents required to be signed by the Attorney in order that Registration may be effected.
- 10.4 Each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting and preparation of this Agreement.

11 OCCUPATION AND OCCUPATIONAL RENTAL

- 11.1 Unless a date has been specified in the Schedule as the Occupation Date, **occupation of the Property will be given to the Purchaser on the date of Registration.**
- 11.2 Should the Occupation Date be prior to the date of Registration, the Purchaser will pay to the Seller or the Seller's nominee (in consideration of such prior occupation) **Occupational Rental**, payable monthly in advance, from the date of occupation to the date of Registration, both days inclusive.
- 11.3 Should the Occupation Date be subsequent to the date of Registration, the Seller will pay to the Purchaser or the Purchaser's nominee in consideration of such period of occupation, Occupational Rental calculated and payable *mutatis mutandis* in accordance with the provisions of clause 11.2.

- 11.4 In the event that occupation of the Property is given to the Purchaser prior to Registration as contemplated in clause 11.2 above –
- 11.4.1 the Purchaser will keep all buildings, fences and other improvements on the Property in good order, repair and condition to the satisfaction of the Seller, and should the Purchaser fail to do so, the Seller will be entitled to have effected any repairs the Seller deems necessary to maintain the Property in good order, repair and condition, and to recover the cost thereof from the Purchaser on demand, without prejudice to any other rights the Seller may have in terms of this Agreement or at law;
- 11.4.2 the Purchaser will not make any alterations or additions to any buildings or improvements on the Property before date of Registration without the Seller's prior written consent which consent shall not be unreasonably withheld, and will submit to the Seller for prior approval plans of any proposed buildings, alterations or improvements. It is a condition of any approval the Seller may give in respect of such plans that the Purchaser procures, before building operations are commenced, a waiver by the contractor of any lien to which such contractor might otherwise become entitled; and
- 11.4.3 the Seller or the Seller's duly authorised agent is entitled to inspect the Property at all reasonable times.
- 11.5 The Purchaser will be obliged to vacate the Property upon termination of this Agreement for any reason whatsoever, it being agreed that no tenancy is created by such prior occupation.

12 AUCTIONEER'S COMMISSION AND ENTITLEMENT

- 12.1 The Purchaser shall in addition to the purchase price of the property, pay the Auctioneer's commission at the rate of **6% (SIX PERCENT)** plus VAT, calculated on the purchase price of the Property.
- 12.2 It is specifically agreed that the commission is earned and will be immediately payable to the Auctioneer. The commission shall be paid by the Purchaser simultaneously with the deposit set-out in Clause 10.2 above and shall be in addition to the said deposit.

- 12.3 The parties agree that payment of any portion of the purchase price and the commission (even if made in separate payments) is deemed to be one indivisible transaction and payment of all amounts due under this agreement is required in order for the Purchaser to discharge its payment obligations arising from this agreement.
- 12.4 The Seller and the Purchaser acknowledge that the Auctioneer, is the sole effective cause of the sale of the property to the Purchaser.

13 GENERAL WARRANTIES

- 13.1 Each of the Parties hereby warrants to and in favour of the other that –
- 13.1.1 it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Agreement;
- 13.1.2 this Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms;
- 13.1.3 the execution of this Agreement and the performance of its obligations hereunder does not and shall not –
- 13.1.3.1 contravene any law or regulation to which that Party is subject;
- 13.1.3.2 contravene any provision of that Party's constitutional documents; or
- 13.1.3.3 conflict with, or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it.
- 13.2 Each of the representations and warranties given by the Parties in terms of clause 13.1, shall –
- 13.2.1 be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;
- 13.2.2 continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and

13.2.3 *prime facie* be deemed to be material and to be a material representation inducing the other Party to enter into this Agreement.

14 SUPPORT

The Parties undertake at all times to do all such things, perform all such actions and take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and/or import of this Agreement.

15 BREACH

15.1 If a Party ("**Defaulting Party**") commits any breach of this Agreement and fails to remedy such breach within 10 (ten) business days ("**Notice Period**") of written notice requiring the breach to be remedied, then the Party giving the notice ("**Aggrieved Party**") will be entitled, at its option –

15.1.1 to claim immediate specific performance of any of the Defaulting Party's obligations under this Agreement, with or without claiming damages, whether or not such obligation has fallen due for performance and to require the Defaulting Party to provide security to the satisfaction of the Aggrieved Party for the Defaulting Party's obligations; or

15.1.2 to cancel this Agreement, with or without claiming damages, in which case written notice of the cancellation shall be given to the Defaulting Party, and the cancellation shall take effect on the giving of the notice. Neither Party shall be entitled to cancel this Agreement unless the breach is a material breach. A breach will be deemed to be a material breach if -

15.1.2.1 it is capable of being remedied, but is not so remedied within the Notice Period; or

15.1.2.2 it is incapable of being remedied or is not remedied within the Notice Period, and payment in money will compensate for such breach but such payment is not made within the Notice Period.

15.2 The Aggrieved Party's remedies in terms of this clause 15 are without prejudice to any other remedies to which the Aggrieved Party may be entitled to in law.

16 NOTICES AND DOMICILIA

- 16.1 The Parties select as their respective *domicilia citandi et executandi* the physical addresses as set out in the Schedule for the purposes of giving or sending any notice, document and or processes provided for or required under this Agreement provided that a Party may change its *domicilium* or its physical address for the purposes as mentioned above by written notice to the other Party to that effect. Such change of address will be effective 5 (five) business days after receipt of the notice of the change.
- 16.2 All notices to be given in terms of this Agreement will be given in writing, in English, and will -
- 16.2.1 be delivered by hand or sent by email;
- 16.2.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and
- 16.2.3 if sent by email during business hours, be presumed to have been received on the date of successful transmission of the email. Any email sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.
- 16.3 Notwithstanding the above, any notice given in writing in English, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.
- 16.4 The Parties record that any formal notice required in terms of this Agreement, or any amendment of or variation to this Agreement may be given or concluded via email.

17 BENEFIT OF THE AGREEMENT

This Agreement will also be for the benefit of and be binding upon the successors in title and permitted assigns of the Parties or either of them.

18 APPLICABLE LAW AND JURISDICTION

- 18.1 This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.
- 18.2 The Parties hereby consent and submit to the non-exclusive jurisdiction of the South Gauteng Division of the High Court of the Republic of South Africa in any dispute arising from or in connection with this Agreement. The Parties agree that any costs awarded will be recoverable on an attorney-and-own-client scale unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the High Court tariff, determined on an attorney-and-client scale.

19 GENERAL

- 19.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.
- 19.2 No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.
- 19.3 No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless such waiver is reduced to writing and signed by both Parties hereto. Any such waiver will be effective only in the specific instance and for the purpose given. Failure or delay on the part of either Party in exercising any right, power or privilege hereunder will not constitute or be deemed to be 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.
- 19.4 All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

- 19.5 Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either Party without the prior written consent of the other Party, save as otherwise provided herein.
- 19.6 Any consent or approval required to be given by either Party in terms of this Agreement will, unless specifically otherwise stated, not be unreasonably withheld.
- 19.7 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

ADDENDUM TO CONDITIONS OF SALE

20. ACCEPTANCE:

- 20.1 this document constitutes an offer to purchase by the purchaser, which is subject to written acceptance by the seller within 14 (fourteen) business days (hereinafter referred to as “the offer period”) from date hereof and shall remain irrevocable and open for acceptance by the seller at any time during the offer period. For the sake of clarity, the purchaser’s offer is open for acceptance until 17h00 on the 14th (fourteenth) business day after the signature hereof by the purchaser, the counting of the 14 (fourteen) business days to commence on the 1st (first) business day after date of signature hereof and shall endure until 17h00 on the 14th (fourteenth) business day thereafter.
- 20.2 during the offer period, the seller or the auctioneer may continue to market the property in the normal course of business as they may deem fit and in consequence of same, they may take in further and better written offers to purchase from prospective purchasers, to be submitted for the seller’s consideration.
- 20.3 the auctioneer shall advise the purchaser in writing (which may either be by telefax or by electronic mail) of any higher acceptable written offer (hereinafter referred to as “a competing offer”) which is received from any third party during the offer period. The purchaser shall, for a period of 24 (twenty-four) hours (hereinafter referred to as “the option period”) after transmission of the written advice of the competing offer by the auctioneer as aforesaid, have the option to increase the purchase price offered by him in terms of this agreement to an amount equal to the purchase price of the competing offer, but subject otherwise to all other terms and conditions of this agreement.
- 20.4 if the purchaser wishes to exercise the option to match the competing offer during the option period, the purchaser must do so in writing in clear and unambiguous terms, which notice must be delivered to the auctioneer before the expiry of the 24 (twenty-four) hour option period. This written notice must either be hand delivered to the business premises of the auctioneer and a receipt signed in respect thereof, or may be telefaxed to the auctioneer at the indicated telefax numbers or email, provided that in such an instance the purchaser must telephonically confirm receipt of the said telefax or email at the business premises of the auctioneer, as the onus rests upon the purchaser to confirm receipt of the said notice by the auctioneer.

- 20.5 if the purchaser fails to exercise the option during the option period, the seller shall be entitled, but not obliged, to accept the competing offer. Should the seller however elect not to accept the competing offer, the offer contained in this agreement shall remain irrevocable and of full force and effect and open for acceptance by the seller until the lapse of the offer period as set-out above.
- 20.6 should the purchaser exercise the option within the option period and match the competing offer, the purchase price in terms of this agreement shall be the increased amount. The seller shall be entitled until the lapse of the offer period to accept this agreement at any increased purchase price. This option process is a continuation of the original process and any sale thus concluded shall be a sale by auction.
- 20.7 the date of sale of the property shall, for purposes of this agreement, be deemed to be the date of written acceptance of this offer, or the increased offer, by the seller. The auctioneer will at the sole discretion of the auctioneer thereafter notify the purchaser in writing of such acceptance by pre-paid registered post, by hand delivery, by e-mail transmission or facsimile transmission.
- 20.8 should the seller not accept the purchaser's offer, the auctioneer shall immediately repay to the purchaser any deposit plus buyer's commission and vat thereon paid by him (including any amount paid in terms of clause 10.2).
- 20.9 the seller reserves the right to decline the purchaser's offer. The seller shall have no obligation to accept the offer and shall not be obliged to furnish a reason for the rejecting of an offer. If the seller rejects the purchaser's offer, the seller shall be entitled to accept any other offer that may be received in respect of the property.
- 20.10 in the event of the seller requiring the consent of the master of the high court to effect transfer, then transfer of the property will be subject to such consent being obtained in writing as soon as possible and in the normal course of the conveyancing process. If such consent is refused or not obtained for whatever reason within a reasonable period (solely within the discretion of the seller), then this offer will be voidable at the instance of the seller and neither party shall have a claim against the other arising herefrom and both will reasonably be restored to their prior position.
- 20.11 insofar as the purchaser is a company or close corporation and such company or close corporation is not yet formed and the person signing as purchaser acts or purports to act as agent or trustee for such company or close corporation to be formed:

- 20.11.1 such person undertakes in his/her personal capacity that the company or close corporation for which he/she is acting as agent or trustee will be formed within 30 (thirty) days of conclusion of this contract and will, within 14 (fourteen) days of being incorporated or formed, adopt or ratify this contract without modification;
- 20.11.2 if the said company or close corporation is not incorporated or formed within the period prescribed in 20.11.1, or having been incorporated or formed does not adopt or ratify this contract within the period of 14 (fourteen) days, then such person shall, in his personal capacity, be deemed to be the purchaser in terms of this contract;
- 20.11.3 if the said company or close corporation is incorporated or formed and does adopt or ratify this agreement as contemplated in 20.11.1 and 20.11.2, then such person by his/her/their signature binds himself/herself/themselves in favour of the seller as surety for and co-principle debtor in solidum with such company or close corporation, under renunciation of the benefits of division, excussion and cession of action, for the due performance of all the obligations of the said company or close corporation in terms of or arising out of these conditions of sale.
- 20.11.4 if the purchaser purports to be a legal entity which it subsequently transpires is not properly constituted or incorporated, the natural person signing this document shall be deemed to be the purchaser and shall assume all of the liabilities and obligations of the offeror/purchaser in terms hereof.

21. OCCUPATION

- 21.1 The date of occupation for purposes of this agreement, is the date of **registration of transfer of the property into the purchaser's name.**
- 21.2 This date therefore does not refer to the actual date of the Purchaser moving into the property or receiving the keys thereto. **The Seller cannot give any warranty or guarantee that the Purchaser will obtain vacant occupation of the property on that date, and the Purchaser shall have no claim of whatsoever nature against the Seller should vacant occupation not be obtained on the said date or at all.**
- 21.3 The Seller will within reason assist the Purchaser at the Purchaser's expense, as may be reasonably necessary and/or required by law, to assist the Purchaser in obtaining vacant occupation of the property, but without the Seller obtaining any liability to pay for or effect

any eviction itself, or obtaining any liability in respect of an unsuccessful eviction, or in respect of any damages suffered whatsoever by the Purchaser as a result hereof.

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

21.5 The Seller does not guarantee vacant occupation of the Property.

22. FINANCIAL INTELLIGENCE CENTRE ACT ("FICA")

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

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

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

22.4 The Seller and the Purchaser hereby agree that neither the Auctioneer nor the conveyancer shall be liable for any loss or damage suffered by either of them, as a result of either Seller or the Purchaser failing to comply with the provisions of this clause 22.

23. INTEREST ENTITLEMENT:

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

24. AGENT / NOMINEE AND PROHIBITION ON FURTHER SALE

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

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

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

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

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

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

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

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

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

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

24.4 Other than set out above in respect of nominee agreements, the Purchaser shall not without the express written consent of the Seller on-sell the property, or alienate, cede and/or assign

any of its rights and responsibilities under this agreement to any third party prior to registration of transfer of the property into its name. Any transaction entered into by the Purchaser in contradiction of this prohibition may be ignored as pro non scripto by the Seller.

25. CANCELLATION:

- 25.1 Should the Purchaser fail to comply with any of the terms or conditions of this agreement within 7 (seven) days of dispatch of written demand, the Seller and/or the Auctioneer on behalf of the Seller (acting on the written instructions of the Seller) shall, on such breach, be entitled without further written notice to either:
- 25.1.1 cancel this agreement, take occupation of the property and have the property resold by auction or private treaty, in its sole discretion. The Purchaser shall then be liable for all costs of such re-sale, any deficiency in price which results therefrom and other damages and losses including consequential damages as may arise. All payments made by the Purchaser to the Seller and/or the Auctioneer pursuant to this agreement shall be forfeited by the Purchaser in favour of the Auctioneer and the Seller respectively, or alternatively be regarded as liquidated, pre-estimated damages and/or losses suffered by them; or
 - 25.1.2 hold the Purchaser bound by this agreement and to claim forthwith payment of the entire purchase price and other benefits and entitlements and any other losses and damages caused as a result of such breach; and in either instance
 - 25.1.3 hold the Purchaser liable in terms of the agreement to pay all commissions, VAT and charges and expenses as incurred and contemplated in this agreement.
- 25.2 The Purchaser will be liable for all legal costs incurred by the Seller and/or the Auctioneer arising out of a breach of this agreement, on the attorney and own client scale of costs, including the collection costs relating to the payment of the purchase price and/or commission, as the case may be.

26. ELECTRICAL / GAS / PLUMBING COMPLIANCE CERTIFICATES:

- 26.1 The Seller shall not be liable to provide any Certificates of Compliance in regard to any of the electrical, electric fences, gas or plumbing installations in and to the property in terms of any

relevant legislation, regulations or ordinances, including but not limited to the Electrical Installation Regulations of the Occupational Health and Safety Act No 85 of 1993, the Pressure Equipment Regulations of 2009, or the Water By-Law of the City of Cape Town 2010. The Purchaser shall be obliged to obtain such certificate/s at its own cost including the cost of any work required to any installation before such Certificate of Compliance can be issued.

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

27. FIXTURES AND FITTINGS:

- 27.1 The property is sold together with any buildings or other improvements thereon and to the extent as it lies. Upon the same terms and conditions ventilated in clause 7 above (which terms are incorporated herein by reference, but appropriately adapted to what is pertinently described herein), neither the Seller nor the Auctioneer assume any liability in respect of the condition, usability, serviceability or possible state of disrepair of any of the buildings or improvements thereon, nor in respect of any of the fixtures and fittings therein, including stoves and whatever assets are sold in terms of this agreement, all of it in the condition as it currently lies.
- 27.2 Neither the Seller nor the Auctioneer will therefore be liable for any claims of whatsoever nature made by the Purchaser should the aforesaid improvements or fixtures and fittings either become unaccounted for, or are not be in the same condition upon the date of occupation as it might have been on the date of signature hereof.
- 27.3 The parties record that not all assets upon the property are included in the sale agreement and that all cranes, gantries, cold rooms, spray booths, compressors, generators and production line equipment are specifically excluded from the sale and remain the property of the Seller, unless otherwise agreed upon in writing.

28. MAGISTRATE'S COURT JURISDICTION:

For the purposes of all or any proceedings arising out of this agreement, the parties hereby consent to the jurisdiction of the Magistrate's Court and the Regional Court, otherwise having jurisdiction under Section 28 of the Magistrates' Court Act 32 of 1944, as amended;

notwithstanding that the proceedings would otherwise be beyond the monetary jurisdiction of the Magistrate's or Regional Court. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Courts, pursuant to the Magistrates' Court Act of 1944, as amended. Notwithstanding the foregoing, this shall not preclude either party from approaching the High Court of South Africa for any relief sought.

29. JOINT AND SEVERAL LIABILITY:

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

30. COSTS

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

31. WHOLE AGREEMENT (NO AMENDMENT):

- 31.1 This agreement constitutes the whole agreement between the parties relating to the subject matter hereof.
- 31.2 No amendment of this agreement or any provision or term of the agreement, or any other document issued or executed pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension or consensual cancellation of any of the provisions or terms of this agreement or of any agreement or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the relevant parties. Any such extension, waiver, relaxation, suspension or the like which is so provided or made will be strictly construed as relating strictly to the matter in respect whereof it was made or provided.
- 31.3 No extension of time, or waiver, or relaxation of any of the provisions or terms of this agreement or any agreement or other document issued or executed pursuant to, or in terms of this agreement, will operate as an estoppel against the Seller and/or the Auctioneer in respect of any rights under this agreement, nor shall it operate so as to preclude the Seller

and/or the Auctioneer thereafter from exercising any rights strictly in accordance with this agreement.

- 31.4 This agreement may be executed by the parties in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same agreement. This agreement may also be executed by any one of the parties signing an original and telefaxing the original for signature to another party. Signature of a faxed copy shall be deemed to be the signature of an original.

32. SEVERABILITY

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

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

- 33.1 The parties declare that they are aware of the provisions of Section 112 of the Companies Act, which states that if the Seller is a company and the property constitutes either the whole or the greater part of the undertaking of the Seller, then the shareholders of the Seller need to approve this transaction by way of a special resolution.
- 33.2 Accordingly, the Seller declares that the provisions of Section 112 are/are not **(delete whichever is not applicable)** applicable to the sale of this property.
- 33.3 If Section 112 is applicable to the sale of this property and the special resolution has not yet been obtained from the shareholders as described in Section 112 of the Companies Act, then the Directors of the Seller warrant that they will procure the said special resolution within 14 (fourteen) days from date of acceptance of this agreement, specifically mentioning therein that the shareholders ratify this sale of the property.

34. SPECIAL CONDITIONS:

- 34.1 It is hereby agreed that all arrear Municipal costs required to obtain a Clearance Certificate to enable Transfer to proceed, will be paid for by the **SELLER** until date of Registration. This includes, and is not limited to, Rates and Taxes, Water, Electricity, Sewerage, Levies,

arrear interest and, should the account have been handed over for legal assistance, any outstanding legal fees thereon UP.

- 34.2 It is hereby agreed that the seller does not guarantee vacant occupation and that it is the responsibility of the purchaser to evict the tenant.
- 34.3 In the case of breach of contract / non-performance by the buyer the payable deposit set out in clause 10.2 becomes non-refundable.
- 34.4 The transferring Attorneys will be Lou van Wyk Attorneys in conjunction with Cliffe Dekker Hofmeyr Incorporated of 1 Protea Place, Sandown (Tel: 056 811 2323) (Ref: S/K Musso);
- 34.5 Offer subject to current lease Agreement that **expires on 31st of July 2022**
- 34.6 **The following assets remains the property of the current Tenant.**
- 34.6.1 All Curtains;
- 34.6.2 Workbenches in the rear garage, cabinets in the rear garage, and tool boxes;
- 34.6.3 External lighting all around the perimeter of the house front and back;
- 34.6.4 CCTV cameras;
- 34.6.5 Beam Alarm system;
- 34.6.6 Pool cover;
- 34.6.7 All lawn care equipment aside from (1) electric weed trimer and (1) electric mower;
- 34.6.8 All appliances aside from the built in 2x ovens, the built-in microwave, the built-in coffee maker, and the built-in warming drawer; and built-in appliances in the staff quarters;
- 34.6.9 Cabinetry in the front room to the right of the front door.
- 34.7 It is a condition and is agreed that the seller will not be obligated by any party to extend the lease agreement as per Paragraph 4 and 5 of the end user lease agreement. It is further agreed that the new owner shall exercise such right at their own cost, if the new owner wishes to extend the lease period. This will be the choice of the new owner. The current lease period being sold is 85 years.

DECLARATION BY AUCTIONEER:

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

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

Identity Number _____

hereby offer to purchase the property from the Seller for the Purchase Price recorded in this agreement, being R_____ (Words) _____ (purchase price)

VAT Not Applicable

SIGNED at _____ on this the _____ day of _____ 2021

As witnesses:

1. _____

2. _____

.... _____ **PURCHASER**
Duly authorised

Signature of Purchaser's Spouse
(If applicable)

SIGNED at _____ on this the _____ day of _____ 2021

As witnesses:

1. _____

2. _____

AUCTIONEER
(Duly authorised and who accepts all benefits hereby conferred)

SIGNED at _____ on this the _____ day of _____ 2021

As witness:

1. _____

2. _____

SELLER
(who signs personally or warrants authority to sign this agreement)

Schedule 1
SURETYSHIP

I/we, the undersigned _____ do hereby bind myself/ourselves jointly and severally as Surety/ies for and co-principal debtor/s in *solidum* with the Purchaser _____ (as defined in the Terms and Conditions of Sale to which this suretyship is attached) to and in favour of the Seller _____ (as defined) for the due and punctual payment and performance by the Purchaser of all obligations assumed in terms of the Terms and Conditions of Sale with which I/we acknowledge myself/ourselves to be fully acquainted.

I/we hereby renounce all benefits of the legal exceptions of division, excussion, cession of action, error and the like and hereby confirm my/our understanding thereof as well as my/our understanding of the effect of the renunciation.

Surety No. 1

Signature _____

Consent of Spouse (if applicable) _____

Full name _____

Marital status _____

Street address _____

Postal address _____

Place of signature _____

Date of signature _____

Witnesses

1. Signature _____ 2. Signature _____

Full name _____ Full name _____

Occupation _____ Occupation _____

Street address _____ Street address _____

Surety No. 2

Signature _____

Consent of Spouse (if applicable) _____

Full name _____

Marital status _____

Street address _____

Postal address _____

Place of signature _____

Date of signature _____

Witnesses

1. Signature _____ 2. Signature _____

Full name _____ Full name _____

Occupation _____ Occupation _____

Street address _____ Street address _____

Signed and Accepted by the Seller at _____ on this the _____ day of 2021

As witness:

1. _____

2. _____

SELLER