

AUCTION PROCEDURE

1. On registration the bidder will need to provide proof of your identity and proof of your residence (not older than 3 months) before the auction commences in line with FICA (Financial Intelligence Act 2001).
2. A bidder is required to pay a registration fee before the auction commences in the form of cash, EFT or a bank guaranteed cheque. This fee is fully refundable if your bid was unsuccessful.
3. The highest Bidder to be the Purchaser. Should any dispute arise between two or more Bidders, the property herein described may be put up again and re-sold or the Auctioneer may declare the Purchaser, their decision to this effect to be final. The highest bidder and under bidder are both legally bound to their bid for the full confirmation period. Should the highest bidder not fulfill his obligations for any reason the under bidder shall become the purchaser and the 21.4% deposit shall be payable immediately by the under bidder.
4. Should the Auctioneers commit any error in conducting the sale, such error shall not be considered binding, either upon the Seller or the Purchaser, but shall be rectified, neither will the Auctioneer be obliged to accept the highest bid.
5. The Purchaser shall pay a deposit of 10% of the purchase price and 10% plus VAT buyer's commission in cash or bank guaranteed cheque on signing thereof, which amount shall be held in trust with a deposit taking institution in an interest bearing account pending transfer. The balance of the purchase price is either to be paid in cash or by way of a bankers guarantee approved by the Seller which guarantee will be delivered within 30 (thirty) days from date of confirmation of the sale by the Seller and which guarantee shall be payable against registration of transfer of the property into the name of the Purchaser.
6. Transfer shall be affected by the Seller's/Auctioneers appointed Conveyancers, into the Purchaser's name, after receipt of the guarantees and after the Purchaser has made provision for all costs of Transfer. In the event that the Seller is a registered vendor in terms of the Value Added Tax Act 1991 (as amended) the Purchaser will be liable for the purchase price *plus* Vat. In the event that the Seller is not registered as a Vat vendor for the purpose of this transaction, then the Purchaser shall pay transfer duty as well as all other expenses related to the registration of the transfer of the property into the name of the Purchaser, including conveyancing fees and stamp duty, as well as other expenses on demand.
7. The Seller and the Purchaser undertake immediately upon being requested to do so sign all documents required to be signed in connection with the transfer, the cancellation of all bonds at present registered over the property and the registration of any bonds to be registered in terms of this agreement.
8. Upon payment of the balance of the purchase price or provisions of the guarantee referred to in Clause 3 hereof and payment of all transfer costs referred to in 4 above, transfer shall be given.
9. The seller to declare all latent and blatant defaults over set property to the Auctioneer. The Auctioneer assumes no responsibility or accountability for any latent or blatant defaults not declared by the seller.
10. The Seller acknowledges that he/she will have no claim whatsoever against The Auctioneer arising from the failure of a purchaser to perform any obligations that might arise out of the sale of the property in terms hereof.
11. Possession of the property hereby sold shall be given to the Purchaser on date of transfer from which date all benefits and risks of ownership, including the right to rental accruing and the liability for all rates and taxes levied on the property shall pass to the Purchaser.
12. Agent's commission in an amount of 10% of the purchase price (exclusive of VAT) will be payable by the Purchaser to the Auctioneer. The aforesaid commission is payable as a first charge against any deposit payable in terms of this agreement and the Conveyancers are hereby irrevocably instructed to pay such agent's commission to the Auctioneer on performance of all the suspensive conditions hereof, as the aforesaid commission shall be deemed to have been earned and payable on the signature hereof. Should this agreement be cancelled as a result of breach or non-performance by the Purchaser of any of his obligations in terms hereof, the Auctioneer shall be obliged to claim such commission directly from the Purchaser. Should this agreement be cancelled or not be proceeded as a result of a breach or non compliance by the Seller of any of his obligations in terms hereof as a result of an agreement between the Seller and the Purchaser, the Seller shall be liable to pay such commission to the Auctioneer.
13. Occupation shall be given to the Purchaser on registration of transfer of the property.
14. In the event of the Purchaser being a Representative or a Trustee of a Company or Close Corporation or Trust to be registered and should such legal person not be formed or registered within a period of 30 days from the date of confirmation of the sale and not ratify this Deed of Sale within ten days thereafter, then the person making the offer shall in his personal capacity be deemed to be the Purchaser. In the event of the Purchaser and or Seller being the representative of a legal entity such party/s hereby warrant that they will provide the necessary resolution, authorizing him/her to purchase/sell the property on behalf of the legal entity, immediately on signature hereto.

15. Should this Agreement be signed by the signatory hereof for and on behalf of a Company, Close Corporation or Trust, the signatory hereof binds himself as surety and co-principle debtor in solidum for and on behalf of the Purchaser for the due and proper performance by the Purchaser of all its obligations in terms hereof and for the payment of any amounts due by the Purchaser arising from or relating to this agreement.
16. The sale is Subject to Confirmation by the Seller/ Trustee/ Estate/ Liquidator/ Creditors/ Mortgage Bond Holders/ Other Stake Holders within 14 (fourteen) days from date of signature hereof by the Purchaser. Pending such confirmation, neither party shall resale from the Agreement and the Purchaser shall strictly comply with all his obligations contained herein.
17. Should the Purchaser fail to furnish the guarantee in Terms of Clause 3 within the period mentioned therein, or should he fail to comply with any of the other conditions of this agreement, the Seller shall be entitled, without prejudice to all other rights in law and without notice:
- 17.1 to cancel this agreement of sale and thereupon:
- 15.1.1 to resell the property either by public auction or private sale at the risk and expense of the Purchaser and:
- 15.1.2 to retain all amounts paid by the Purchaser as roukoop, or by way of a penalty or as liquidated damages, or as a payment in respect of the prejudice agreed upon as being suffered by the Seller as a result of the Purchaser's breach aforementioned.
- OR
- 15.1.3 recover such damage as the Seller may be able to prove the Seller has sustained, in which event the Seller shall be entitled to retain all payments made by the Purchaser until the actual amount of damages has been determined by a court, and thereupon set off such damages against the aforementioned payments and to claim the balance from the Purchaser:
- OR
- 15.1.4 enforce specific performance of the terms hereof including the full payment of the purchase price owing at the date of the Purchaser's breach aforementioned.
16. Should there be any delay in effecting transfer due to the fault of the Purchaser; the Purchaser shall pay to the Seller Mora interest on the purchase price at the prime lending rate plus 2% per annum during the period of delay. This provision shall not prejudice the rights of the Seller under Clause 14 hereof.
17. The Purchaser shall not be entitled to make any alterations to the property before transfer without written consent of the Seller, which consent shall be at the Seller's sole and absolute discretion.
18. The Purchaser shall be obliged to vacate the property upon cancellation of the sale for any reason whatsoever, it being agreed that no tenancy shall be created by any such prior occupation.
19. The afore written agreement constitutes the entire contract between the parties and no other conditions, stipulations, warranties or representations whatsoever have been made by either party other than such as may be included herein and signed by the parties hereto.
20. Any notices to be given to the Purchaser in terms of these conditions shall be deemed to have been delivered to the Purchaser as if addressed to him by pre-paid registered post at the property hereby purchased which property the Purchaser hereby chooses as his chosen address for all purposes hereunder.
21. No relaxation or indulgence granted by the Auctioneer and/or Seller to the Purchaser shall in any way prejudice or restrict the rights of the Seller and/or the Auctioneer to claim strict compliance of any of the provisions thereof.
22. The Auctioneer and/or the Seller shall in their sole absolute discretion be entitled to institute any action arising from this agreement in the Magistrate's Court notwithstanding the fact that such a Court would not have jurisdiction to determine such action.
23. The PURCHASER shall furnish a Certificate of Compliance in respect of the existing electrical installation and wood borer certificate. If repairs or renovations are required in order to obtain such certificates the cost of the necessary repairs and renovations shall be borne by the PURCHASER.
24. All Municipal arrears and any costs relating to attaining a Municipal Clearance Certificate shall be paid by the PURCHASER, although the Auctioneer shall endeavour to provide accurate figures in this regard, such figures are not guaranteed and any errors will not be binding upon the seller or auctioneer.
25. Should this transaction attract Value Added Tax then such VAT shall be borne by the Purchaser.
26. The Purchaser shall, upon the fall of the hammer, sign these Conditions of Sale.

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PRINT NAME

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AUCTIONEER



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