

HOME & HECTARE

REAL ESTATE

At Home with Trust.



AUCTION RULES and CONDITIONS OF SALE (AGRICULTURAL LAND)
after signing by the Purchaser and Seller, a purchase agreement will be set

PLACE OF AUCTION: ON SITE.....
DATE OF AUCTION: THURSDAY 11 JULY 2019
TIME OF AUCTION: 11:00

HOME AND HECTARE (PTY) LTD

(Registration number: 1967/004920/07)

Represented by: **WILLIE VAN RENSBURG**
(the "AUCTIONEER")

duly instructed by

CHAVONNES BADENHORST ST CLAIR COOPER IN TERMS OF A SPECIAL POWER OF ATTORNEY ISSUED BY SIYABONGA SAMUEL MOHLOMI IN HIS CAPACITY AS TRUSTEE OF INSOLVENT ESTATE MARGARET AVRIL KLEINSCHMIDT (Master's Reference Number: C609/2018) (the "SELLER")

Hereby offers for sale by public auction the following immovable **PROPERTY**:

FARM NAME: VIOOLSKLOOF
TITLE DEED DESCRIPTION: REMAINDER OF THE FARM ELIAS GAT NO 600, DIVISION CALEDON, PROVINCE WESTERN CAPE
SITUATED IN THE MUNICIPALITY OF: THEEWATERSKLOOF
IN EXTENT: 244.4514 HA

together with all improvements thereon and the entire farming operations being carried on thereon (the "PROPERTY") on the following terms and conditions:

1. INTERPRETATION

In this agreement any reference to:

- 1.1 words importing the singular shall include the plural and *vice versa*;

- 1.2 words importing the masculine gender shall include the feminine gender; and
- 1.3 words importing persons shall include juristic persons and *vice versa*.

2. PROCEDURE

- 2.1 The rules of this auction shall comply with the provisions of Section 45 and all relevant regulations to the Consumer Protection Act No 68 of 2008.
- 2.2 The abovementioned property is sold subject to confirmation.
- 2.3 Registration to bid at the auction:
 - 2.3.1 Anyone that intends to bid at the auction must register his or her identity on the bidder's record prior to the commencement of the auction and such registration must be in line with the requirements of FICA (Financial Intelligence Centre Act, 2001) in respect of the establishment and verification of identity of the person and the person must sign the registration entry.
 - 2.3.2 A person who attends the auction to bid on behalf of another person (i.e. on behalf of a company) must produce a letter of authority that expressly authorises him or her to bid on behalf of that person and that person and the person bidding on his or her behalf must meet the requirements set out in clause 2.3.1 above. Where a person is bidding on behalf of a company and must be accompanied by a certified copy of the resolution authorising him or her to bid on behalf of the company. (For purposes of this rule any reference to a company will include any reference to juristic person including partnerships, trusts or incorporated entities).
- 2.4 Every prospective purchaser must read the rules of auction and must not bid unless he or she has done so. Should a prospective purchaser that is registered bid at the auction it would be assumed that the purchaser has read the rules of auction.
- 2.5 Subject to the provisions of clause 3, the PROPERTY shall be sold to the highest bidder and every bid shall constitute an offer to purchase the property for the amount of the bid and no bid may be withdrawn prior to the expiry of the confirmation period during which the bid will be open for acceptance by the SELLER.
- 2.6 Should the Auctioneer commit any error she shall be entitled to correct such error.
- 2.7 In the event of any dispute arising between the bidders, the decision of the AUCTIONEER shall be final and binding.

3. SIGNATURE, ACCEPTANCE AND CONFIRMATION

- 3.1 These conditions shall be signed by the highest bidder (the PURCHASER) on request by the AUCTIONEER.

- 3.2 If the offer is concluded with more than one PURCHASER, the liability of such PURCHASERS shall be joint and several *in solidum*.
- 3.3 The PURCHASER'S offer shall be open for acceptance and confirmation by the SELLER for a period of **14 (fourteen) days** after date of the auction, and may be accepted by the SELLER at any time prior to the expiry of the mentioned confirmation period (DATE OF ACCEPTANCE). Acceptance of the offer will be confirmed by the AUCTIONEER to the PURCHASER in writing.
- 3.4 The SELLER reserves the right to extend the confirmation period within reason after due notice has been given to the PURCHASER in writing on condition that it may not be extended for more than another 14 (fourteen) days. Any longer extension must be agreed in writing between the parties.
- 3.5 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.

4. PURCHASE PRICE

The PURCHASE PRICE, plus Value Added Tax (VAT) if applicable, will be payable by the PURCHASER as follows:

- 4.1 A deposit of **10% (ten percent)** of the purchase price to the AUCTIONEER by the PURCHASER immediately on the fall of the hammer, which the PURCHASER authorizes the AUCTIONEER to pay over to the CONVEYANCER on date of confirmation or acceptance of this offer by the SELLER.
- 4.2 The balance of the purchase price shall be paid upon registration of transfer of the PROPERTY in the name of the PURCHASER, and pending registration of transfer, shall be secured by means of a suitable guarantee issued by a Financial Institution acceptable to the SELLER. The said guarantee shall be delivered to the appointed CONVEYANCER within 30 (thirty) days from the DATE OF ACCEPTANCE, which guarantee shall be payable free of exchange.
- 4.3 The deposit shall be non-refundable, except in the instance where the sale is not accepted or confirmed by the SELLER in which event all monies paid by the PURCHASER to the SELLER in terms hereof shall be refunded to the PURCHASER.

5. TRANSFER DUTY / VAT

- 5.1 VAT or transfer duty, as applicable, shall be paid in addition to the purchase price.
- 5.2 In the event of the rate of which VAT is chargeable being amended after the date of signature hereof by the PURCHASER and in circumstances in which the amended rate will apply to this transaction, then the Purchase Price shall be adjusted accordingly, the intention being that the SELLER shall receive and retain the same amount after payment regardless of the rate at which VAT is payable.

6. COSTS OF TRANSFER

The PURCHASER shall be liable, in addition to the purchase price and VAT (if applicable), for all costs of registration of Transfer of the PROPERTY including but not limited to: (if applicable) transfer duty, mortgage loan costs, attorney's fees, deeds office registration fees, all rates levied by the Local Authority as may be due, which amounts shall be paid immediately upon demand by the CONVEYANCER, to the CONVEYANCER and the conveyancing shall only commence after such costs have been paid by the PURCHASER.

7. TRANSFER

Transfer shall be effected by a Conveyancer appointed by the SELLER.

8. OCCUPATION, POSSESSION AND RISK

- 8.1 Occupation, possession and risk shall pass to the PURCHASER on date of registration of the PROPERTY in the name of the PURCHASER.
- 8.2 If the PURCHASER take occupation of the PROPERTY before registration of transfer the PURCHASER shall be liable to pay occupational rent to the SELLER, calculated as set out in Schedule 1 hereto, which amount is payable monthly in advance, on the 1st (first) day of each month from the date of occupation until registration of the PROPERTY in the name of the PURCHASER, both days inclusive, payable directly to the SELLER's attorney (reduced pro rata for any period less than a month).
- 8.4 In the case of occupation prior to registration all risks in respect of the PROPERTY, buildings and improvement, shall pass to the PURCHASER.
- 8.5 From the date of occupation, the PURCHASER shall be obliged, at his own expense, to take out comprehensive insurance cover over all improvements on the PROPERTY and to cede such policy to the SELLER as collateral security until such time as the PROPERTY has been transferred into his name.
- 8.6 The PURCHASER agrees that the SELLER does not make any warranties or representations whether express or implied, regarding vacant occupation and possession.
- 8.7 The PURCHASER shall not be entitled to make any alterations or additions to the PROPERTY before date of registration of transfer. The PURCHASER shall be obliged, in the event of the cancellation or lapse of this agreement, to forthwith vacate the PROPERTY and restore it to the SELLER in the same condition as when the PURCHASER took possession. The PURCHASER will have no claim whatsoever against the SELLER arising out of any alterations or additions made to the PROPERTY by the PURCHASER and waives any retention or liens of whatsoever nature in respect thereof.

9. VOETSTOOTS

- 9.1 The PROPERTY is sold "voetstoots" and subject to the terms and conditions and servitudes mentioned or referred to in the current and/or prior Title Deeds and to the conditions of establishment of the Township in which it is situated and to the

zoning applied to under any Town Planning Scheme. The SELLER shall not be liable for any deficiency in extent, which may be revealed on any re-survey, nor shall the SELLER benefit by any surplus in extent.

- 9.2 The SELLER shall not be responsible for pointing out to the PURCHASER any surveyor's pegs or beacons in respect of the PROPERTY, nor shall the SELLER be liable for the costs of locating same.
- 9.3 The PURCHASER acknowledges that he has not been induced into entering into this agreement by any express or implied information, statement, advertisement or representation made or given any warranties in respect of the PROPERTY or anything relating thereto by the AUCTIONEER or any other person, or by or on behalf of the SELLER and that is not contained in this agreement.

10. RATES AND TAXES

The PURCHASER shall be liable for all rates and taxes and other municipal charges levied on the PROPERTY for the period prior to date of possession.

11. AUCTIONEER'S COMMISSION

Commission calculated at **5% (five percent)** (plus VAT) of the gross purchase price of the property (excluding VAT), will be due and payable by the PURCHASER to the AUCTIONEER on confirmation of the sale. The amount shall be paid on the date of the auction and shall be due and payable and paid to the AUCTIONEER on confirmation of the sale. The commission agreement constitutes a separate enforceable agreement between the AUCTIONEER and the PURCHASER with no recourse against the SELLER.

12. DOMICILIUM

- 12.1 The PURCHASER and the SELLER hereby choose their respective addresses / *domicilium citandi et executandi* for all purposes in respect of this agreement including all notices and court process to be delivered in terms hereof, the address recorded below his signature hereunder and or the "INFORMATION FOR CONVEYANCER AND ADMINISTRATION".
- 12.2 Any notice sent by pre-paid registered post shall be deemed to have been received on the 7th (seven) day after posting; any notice delivered by hand shall be deemed to have been received on the day of delivery; any notice sent by telefax or electronically transmitted by email, shall be deemed to have been received on the first business day after date of despatch thereof. Any notice will be given in writing, which include any email or telefax.

13. PROHIBITION TO SELL OR CEDE

The PURCHASER shall not, prior to date of the transfer, be entitled to sell the PROPERTY or to cede, assign or make over his rights in terms hereof, or to give notice of cancelation of an existing lease, without the prior written consent of the SELLER.

14. JURISDICTION

- 14.1 The parties hereto consent to the jurisdiction of the Magistrates' Court in terms of Section 28 of the Magistrates' Court Act of 1944, as amended. Notwithstanding the aforementioned, this shall not preclude either party from approaching the High Court of South Africa for any relief sought, this agreement shall further be governed in terms of the laws of the Republic of South Africa.
- 14.2 In the event of the SELLER instructing its Attorneys to institute any proceedings against the PURCHASER for payment of the purchase price, interest and other monies due by the PURCHASER hereunder or for the performance by the PURCHASER of any of the terms and conditions herein, then the PURCHASER agrees that he shall be liable for and shall pay any such legal costs on the scale between the Attorney and Own Client.

15. PERSONAL SURETYSHIP JOINT AND SEVERAL LIABILITY ON BEHALF OF PURCHASER

- 15.1 The representative of the PURCHASER, by his signature hereto, hereby interposes and binds himself in favour of the SELLER, jointly and severally as surety for and co-principal debtor in solidum with the PURCHASER for the due and timeous performance by it of all its obligations as PURCHASER in terms of this Agreement and hereby renounces the benefits and excussion of any division.
- 15.2 If this agreement is concluded with more than one PURCHASER, the liability of such PURCHASER to the SELLER shall be joint and several *in solidum*.

16. CERTIFICATES TO BE OBTAINED

The PURCHASER shall at his own costs obtain:

- 16.1 A certificate of compliance with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and/or Government Regulations No. 2920/1992 to the effect that the electrical installation on the property complies with SABS 0142, or is reasonably safe;
- 16.2 A certificate to the effect that the improvements on the property are free from infestation by timber destroying insects, if specifically required by a financial institution;
- 16.3 A certificate of the occupation of the property (if applicable);
- 16.4 A NHBRC Certificate (if applicable).

17. ELECTRICAL CERTIFICATE

- 17.1 The PURCHASER hereby undertakes to furnish the SELLER's attorneys, prior to transfer to the PURCHASER, with a certificate of compliance in respect of the PROPERTY, in terms of the Electrical Installation Regulations of 2009 under the Occupational Health and Safety Act (Act No. 85 of 1993, as

amended), issued by an electrical contractor who is registered in terms of the Regulations. All costs incurred in obtaining such, shall be borne by the PURCHASER.

17.1.1 Upon the PURCHASER furnishing the CONVEYNACER with such certificate, the PURCHASER shall have no claim whatsoever against the SELLER in respect of electrical installations and no further liability in this regard shall rest upon the SELLER.

17.2 In the event of an electric fence certificate on the property, the PURCHASER shall, in compliance with Section 12(2) of the Electrical Machinery Regulations 2011, provide the CONVEYNACER with an additional Compliance Certificate issued by an accredited authority confirming compliance of the electric fence installation with SANS 60335-2-76.

18. GAS INSTALLATION – CERTIFICATE OF CONFORMITY

In the event of there being a gas installation in the property the PURCHASER shall at its cost be obliged to obtain a Certificate of Conformity in respect of such an installation as is required by Section 17 (3) of Government Notice R734 of 15 July 2009 stipulated in The Government Gazette 32395. The SELLER and its Agent shall have reasonable access to the property prior to the Transfer Date for the purposes of obtaining such Certificate and for carrying out such repairs as may be necessary. Should any repairs be necessary they will be for the cost and account of the Seller.

19. ESKOM POWER (IF APPLICABLE)

19.1 The PURCHASER is required to obtain the final Eskom electricity readings and make payment of all outstanding electricity due to Eskom as of date of transfer of the relevant property. The PURCHASER shall be entitled to transfer the electricity account to the Purchaser's benefit only after transfer of the property has been registered in the Deeds Office in the name of the PURCHASER;

19.2 The SELLER does not warrant the supply of electricity by Eskom and/or registration of any water rights in respect of the property.

20. WATER RIGHTS

The sale of the property includes any registered and/or unregistered water rights attached to the property (if applicable). The PURCHASER shall be obliged to make payment of all arrear levies in respect of water rights imposed by the authorities. The PURCHASER shall be obliged at its own cost, to obtain transfer of the water rights and/or registration thereof. Registration of water rights and/or transfer thereof shall only be effected after the transfer of the immovable property into the name of the PURCHASER.

21. COMPANY TO BE FORMED

21.1 In the event of the PURCHASER signing this agreement in his capacity as agent for a company to be formed and the PURCHASER fails within 20 (twenty) days from date of acceptance and confirmation of this agreement to

register such company having as one of its objects the ratification and adoption of this agreement, or such company fails to adopt or ratify this agreement within 15 (fifteen) days after date of its incorporation, then in such an event the PURCHASER shall be deemed as from the date thereof to have entered into this agreement in his personal capacity and to have acquired all the rights and obligations of the PURCHASER under this agreement.

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

22. COMPANIES, CLOSE CORPORATIONS, ASSOCIATIONS OR TRUSTS

- 22.1 Should the PURCHASER be a company, close corporation, association or trust, the person signing this agreement on behalf of such PURCHASER, by his signature hereto interposes and binds himself as surety for and co-principal debtor with the PURCHASER for the due and proper discharge of all its obligations arising from this agreement.
- 22.2 If any individual purport to be representing another person including a company, close corporation, association or trust, and signs these Rules of Auction on that basis, that individual shall by signing this agreement on behalf of such other person be held personally liable for the due and proper discharge of all the PURCHASER's obligations in terms of these rules of auction and that individual shall be deemed to be the PURCHASER where such other person does not exist at the time of signing these rules of auction by the individual.

23. VARIATION

- 23.1 This agreement constitutes the whole and only agreement between the SELLER and the PURCHASER and no alteration or variation of this agreement shall be of any force or effect unless reduced to writing and signed by the parties hereto or their duly authorised agents.
- 23.2 Any representations, warranties or undertakings made or given by the SELLER or its agents other than those contained herein shall be of no force and effect whatsoever.

24. BREACH

- 24.1 If one of the parties commits a breach of this agreement or fails to comply with any of the provisions hereof, then the aggrieved party shall be entitled to give the defaulting party 7 (seven) days' notice in writing to remedy such breach or failure (unless such breach or failure occurs after the transfer documents have been lodged in the Deeds Office for registration, in which case the 7 (seven) day period may, at the election of the aggrieved party be reduced to 48 (forty eight hours). If the defaulting party fails to comply with such notice then the innocent party shall forthwith be entitled, but not obliged, without

prejudice to any other rights or remedies which it may have in law, including the right to claim damages:

24.1.1 To cancel this agreement and upon cancellation: -

24.1.1.1 If the defaulting party is the PURCHASER the SELLER shall be entitled to retain all amounts paid by the PURCHASER, excluding AUCTIONEERS's commission, as rouwkoop or as a genuine pre-estimate of damage suffered by the SELLER, and furthermore the PURCHASER shall not be entitled to compensation from the SELLER for any improvements of whatsoever nature it may have caused on the PROPERTY, whether with or without the SELLER's consent. The parties specifically agree that the AUCTIONEER shall be entitled, but not obliged, to immediately resubmit the PROPERTY for auction; and

24.1.1.2 If the defaulting party is the SELLER the PURCHASER shall be entitled to a full refund of all money paid in terms hereof to the SELLER and to the AUCTIONEER and to claim any other damages from the SELLER that it may have suffered as a result of the SELLER's default; OR

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

24.2 Upon cancellation of this agreement for whatever reason, the PURCHASER hereby undertakes to forthwith vacate the PROPERTY and to procure that the PROPERTY shall be vacated by any persons who occupy the PROPERTY through the PURCHASER's title or by his permission. Occupation shall be re-delivered to the SELLER in the same good condition as at the date of possession, by the PURCHASER.

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

24.4 Notwithstanding what is contained herein, should the PURCHASER pay any amount as required under these rules of auction, the parties record and agree that the AUCTIONEER shall be entitled to first deduct from any such money paid under these rules of auction, the value of its commission and any direct costs incurred and recover any shortfall thereon from the PURCHASER.

24.5 It is recorded further that the deduction by the AUCTIONEER of commission due to it under the sale does not absolve the PURCHASER from any and all other obligations arising from these rules of auction.

25. WAIVER

Notwithstanding any express or implied provisions of this Offer to the contrary, any latitude or extension of time which may be allowed by the SELLER in respect of any matter or thing that the PURCHASER is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of the SELLER's rights at any time, and without notice, to require strict and punctual compliance with each and every provision or term hereof.

26. SECURITY OF TENURE

The PURCHASER acknowledges that it is acquainted with the provision of the Extension of Security of Tenure Act No. 62 of 1997 and the factual position regarding the occupants of the property. The PURCHASER also acknowledges that it is aware that the provisions of the said Act are binding on the PURCHASER as successor in title of the SELLER and the property is sold subject to the said provisions and any alleged occupancy rights.

27. RESTITUTION OF LAND RIGHTS

- 27.1 The property is sold subject to the provisions of the Restitution of Land Rights Act No. 22 of 1994.
- 27.2 The sale is subject to any and claim registered in terms of the Restitution of Land Rights Act 1998 on the relevant property, if applicable.
- 27.3 The SELLER does not warrant or guarantee that there is no land claim against the property and the PURCHASER purchases the property subject to any land claims being instituted or to be instituted in terms of the Restitution of Land Rights Act 1998.

28. GENERAL

- 28.1 The parties signing this document confirm that they have read and understood all of the terms and conditions contained herein and agree that they are bound hereto.
- 28.2 The SELLER and the PURCHASER warrants that they are duly authorised to sign acceptance of the Deed of Sale.

29. SPECIAL CONDITIONS

- 29.1 If applicable, this agreement is subject to the approval of the sale or powers to be granted:
 - a) By the Court;
 - b) By the Master of the High Court in terms of Section 18 (3) and/or Section 80 (bis) of the Insolvency Act 24 of 1936; or Section 386 of the Companies Act 65 of 1973 read with Item 9 of Schedule 5 of the Companies Act 71 of 2008; or
 - c) Subject to the Acceptance of the Agreement by the Trustee upon he adoption of the Resolutions authorising him to do so.
- 29.2 This offer is further subject to the approval of the BONDHOLDER and SELLER within **14 (fourteen) days** from date of auction.
- 29.3 Should the SELLER not confirm the sale this offer shall lapse and this document and bid shall be deemed to be *pro non scripto*.

THE PROPERTY WAS PUT UP FOR SALE BY PUBLIC AUCTION ON THE _____
_____ DAY OF _____

And sold by the rise for the amount of R _____

(words) _____

(PLUS VALUE ADDED TAX IF APPLICABLE)

TO:
COMPANY/ CLOSE CORPORATION/ TRUST/ OTHER _____

(hereinafter referred to as the "PURCHASER")

ENTITY REGISTRATION NO: _____

ENTITY ADDRESS: _____

TELEPHONE DETAILS : (landline) _____

(fax) _____

(email) _____

(cell) _____

MR/MRS/MS _____

(hereinafter referred to as the "PURCHASER")

IDENTITY NUMBER.: _____

ADDRESS: _____

TELEPHONE DETAILS : (home) _____

(work) _____

(fax) _____

(email) _____

(cell) _____

MARITAL STATUS _____ (In/Out of community of property)

SPOUSE'S NAME: _____

SPOUSE'S IDENTITY NUMBER: _____

I, THE PURCHASER, HEREBY CONFIRM THAT THE FULL EXTENT OF MY OBLIGATIONS AND RIGHTS HEREIN HAVE BEEN EXPLAINED TO ME AND THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO MAKE THE NECESSARY ENQUIRIES IN RESPECT OF THE PROPERTY AND ALL MATERIAL ASPECTS RELATED TO THIS PROPERTY AND SALE AND THAT I UNDERSTAND THE EFFECT OF THIS AGREEMENT.

SIGNED BY THE PURCHASER AT _____ ON THE _____ DAY OF

AS WITNESSES:

1. _____

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

2. _____

HOME AND HECTARE (PTY) LTD
duly authorised

ACCEPTANCE AND CONFIRMATION

SIGNED BY THE SELLER AT _____ ON THE _____ DAY OF _____

AS WITNESSES:

1. _____

SELLER (and where applicable the **SELLER** IS DULY AUTHORISED)

2. _____

SELLER'S ADDRESS:

I hereby certify that the auction rules to the best of my knowledge meet the requirements of Regulation 21

Actioneer

AUCTIONEER'S FULL NAME: _____

ADDRESSES: _____

CONTACT NUMBER: _____

SCHEDULE 1

1. SPECIAL CONDITIONS

The sale of this property is subject to the following special conditions:

	YES	NO
1.1 Usufruct		X
1.2 Servitudes	X	
1.3 Water Rights	X	
1.4 Going Concern		X
1.5 Lease Agreements		X

2. COMMISSION

The **PURCHASER** is responsible for auctioneers commission at a rate of **five percent (5%)** plus VAT at the prevailing rate and will be paid over to **HOME AND HECTARE**.

3. OCCUPATIONAL RENT

Occupational rent referred to in clause 8.2 shall be payable in the amount of R10 000 + Vat per month.

SIGNED BY THE SELLER AT _____ ON THE _____ DAY OF

AS WITNESSES:

1. _____

2. _____

SELLER

SIGNED BY THE PURCHASER AT _____ ON THE _____ DAY OF

AS WITNESSES:

1. _____

2. _____

PURCHASER

SCHEDULE 2

Name of Employee	Monthly Salary	Years of Service	Accrued Leave	Value of Severance

SIGNED BY THE SELLER AT _____ ON THE _____ DAY OF

AS WITNESSES:

1. _____

2. _____

SELLER

SIGNED BY THE PURCHASER AT _____ ON THE _____ DAY OF

AS WITNESSES:

1. _____

2. _____

PURCHASER

DEED OF SURETYSHIP

I / We the undersigned,

ID NUMBER: _____

do hereby interpose and bind myself / ourselves as surety and co-principal debtor/s in solidum for and on behalf of the **PURCHASER** to and in favour of the **SELLER** and the **AUCTIONEER** for all the obligations of the **PURCHASER** under the Rules of Auction foregoing and in particular for all amounts of money that may be due, including damages, from whatsoever cause arising under renunciation of the benefits of division and excussion. **I/We do further acknowledge that I/we are fully aware of all the terms and conditions of the Rules of Auction as if fully set out herein.** I/We do accept *domicilium et executandi* at the address hereinafter set out.

THUS DONE AND SIGNED at _____ this _____ day of _____

AS WITNESSES:

1. _____
_____ **SURETY**

2. _____
_____ **SELLER**

HOME AND HECTARE (PTY) LTD duly
authorised

SURETY ADDRESS: _____

Tel No: _____

EXTRACT FROM THE MINUTES OF A MEETING OF THE MEMBERS

OF

HELD ATON.....

RESOLVED THAT:

1. the Close Corporation BUYS the following PROPERTY

.....

from

for the amount of

R.....

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

Certified a true copy,

.....

MEMBER

EXTRACT FROM THE MINUTES OF A MEETING OF THE DIRECTORS

OF

HELD AT

ON

RESOLVED THAT:

1. The Company BUYS the following PROPERTY

.....

from

for the amount of

R

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

Certified a true copy,

.....
DIRECTOR

EXTRACT FROM THE MINUTES OF A MEETING OF THE TRUSTEES

OF

HELD AT

ON

RESOLVED THAT:

1. The Trust BUYS the following PROPERTY

.....

from

for the amount of

R

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

Certified a true copy,

.....

TRUSTEE