



Upcoming Auction in  
*Bloubergstrand.*

Auction: Saturday 11 May at 11:00  
View: Saturday 13 & 20 Apr from 12:00 - 15:00  
Saturday 4 May from 12:00 – 15:00  
Location: 28 Stadler Road, Bloubergstrand  
Web Ref: RL5363  
Auctioneer: Appie Maritz

[WWW.HOMEANDHECTARE.COM](http://WWW.HOMEANDHECTARE.COM)

# Property For Sale in *Bloubergstrand*...

RARE DEVELOPMENT OPPORTUNITY / FAMILY LIVING WITH STUNNING VIEWS

Spacious Living - This 5-bedroom, 2-bathroom house boasts an entrance hall, open-plan lounge/dining room/kitchen and a double garage with automated doors, providing ample space for comfortable living.

Marvel at the picturesque vistas of Table Bay, Table Mountain, and Robben Island from the comfort of your own home, offering a sense of serenity and inspiration every day.

Do not miss this once-in-a-lifetime chance to own a piece of paradise in a prime location! Situated between Stadler Road and Batavia Street, this exceptional property spans over two plots, offering endless possibilities for redevelopment or as a spacious family home.

Rare Opportunity: Secure one of the last remaining sea-facing properties in the area, offering unmatched views and potential.

Versatility: Whether you are looking to redevelop or create your dream family home, this property provides the perfect canvas to bring your vision to life.

The two plots offer potential for the building of additional units and entrance from Batavia Street subject to council's approval.

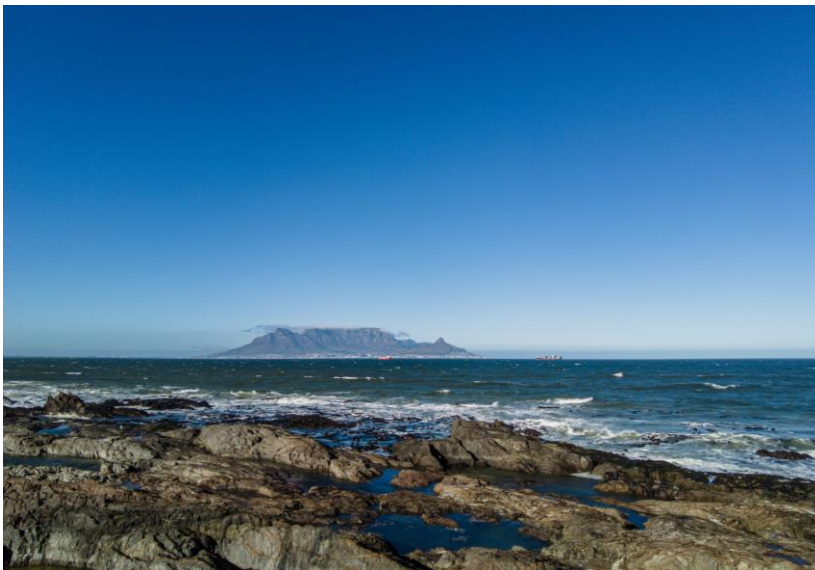
Seize the chance to own a piece of paradise with this extraordinary property!

Act now and make your dreams a reality.

Do not let this rare opportunity slip away!

## Upcoming Auction in *Bloubergstrand*

WEB REF: RL5363 | POA



HOME & HECTARE  
REAL ESTATE SPECIALISTS

Tel : +27 (0)41 581 1744  
Email : info@homeandhectare.com

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MEMBER OF THE BKB GROUP

43B, 6th Avenue Walmer, Port Elizabeth, Eastern Cape, 6001  
61 Grahamstown Rd, North End, Port Elizabeth 6001 | PO Box 2002, North End 6056  
Company Registration No: 1967/004920/07. Registered with PPRA | Active Trust Account

# Contact...

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**HOME AND HECTARE (PTY) LIMITED**

**AUCTION RULES and CONDITIONS OF SALE**

after signing by the Purchaser and Seller, a purchase agreement will be set

**PLACE OF AUCTION:** ON THE PREMISES – 28 STADLER STREET, BLOUBERGSTRAND  
**DATE OF AUCTION:** SATURDAY 11 MAY 2024  
**TIME OF AUCTION:** 11:00

**Represented by:** **APPIE MARITZ**  
(the “AUCTIONEER”)

duly instructed by

**PIETER EDUARD SCHOLTZ LOUBSER**  
**IDENTITY NUMBER: 290117 5039 004**  
(the “SELLER”)

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

**TITLE DEED DESCRIPTION: ERF 210 & ERF 212 BLAAUWBERGSTRAND, CAPE TOWN, WESTERN CAPE PROVINCE.**

**IN EXTENT: 546 m<sup>2</sup> & 17 m<sup>2</sup>**

together with all improvements thereon (the “**PROPERTY**”) on the following terms and conditions:

**1. AUCTION PROCEDURE**

- 1.1. The sale by auction is subject to a reserve price.
- 1.2. The auctioneer or his agent shall be entitled to bid up to the reserve price on behalf of the owner, but shall not be entitled to make a bid equal to or exceeding the reserve price.
- 1.3. The rules of auction comply with section 45 of the Consumer Protection Act, Act 68 of 2008 (“the Act”) and with the Consumer Protection Act Regulations (“the Regulations”) that have been published in terms thereof in Government Gazette No. 34180 on 1 April 2011 (Volume 550) and any amendments thereto from time to time.
- 1.4. Section 45 subsection (2) of the Act provides that: “*When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.*”
- 1.5. The auction will commence at the published time and will not be delayed to allow any specific person or more persons to take part in the auction.
- 1.6. Registration to bid at the auction:
  - 1.6.1. 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 meet 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.

- 1.6.2. 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 1.6.1 above. Where a person is bidding on behalf of a company the letter of authority must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorising him or her to bid on behalf of the company.
- 1.7. The bidder's record and the vendor roll will be made available for inspection at the offices of the **AUCTIONEER** during normal business hours without the charge of a fee. The bidders' record will also be available for inspection at the auction.
- 1.8. All money due to the seller in terms of the Rules of Auction will be paid into the trust account of the transfer attorney for the benefit of the seller, minus any commission payable to the **AUCTIONEER**.
- 1.9. The auctioneer will during the auction announce the reason for the auction unless that reason is the normal and voluntary disposal of property by the seller.
- 1.10. The total cost of advertising and conducting the auction of the property is **R 9 827,44 PLUS VAT** which costs are broken down as follows:
- 1.10.1. Advertising costs;
  - 1.10.2. Brochure and marketing material;
  - 1.10.3. Photography.
- 1.11. The conduct of the auction is subject to the control of the auctioneer who has the sole right to regulate the bidding procedure.
- 1.12. The sale shall be by the rise and the property shall be sold to the highest bidder subject to the Rules of Auction.
- 1.13. Every prospective bidder must read the Rules of Auction and must not bid unless he or she has done so.
- 1.14. Every bid shall constitute an offer to purchase the property for the amount bid upon the terms and conditions contained herein, which the seller or the auctioneer may accept or reject in their absolute discretion. The seller shall be entitled, in its absolute discretion, to withdraw the property from sale prior to acceptance by the seller.
- 1.15. If no bid equals or exceeds the reserve price, the property may be withdrawn from the auction. The seller shall be entitled to instruct the auctioneer to accept any lower bid.
- 1.16. In the event of any dispute between the bidders, the decision of the auctioneer shall be final and binding.
- 1.17. Any error by the auctioneer shall be entitled to be corrected by him.
- 1.18. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for in the Rules of Auction, during which time the offer shall be open for acceptance by the seller or his agent and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the Act.
- 1.19. The highest bidder ("the purchaser") shall sign the Rules of Auction immediately on the fall of the hammer.

## 2. **ACCEPTANCE AND CONFIRMATION**

- 2.1. The **PURCHASER'S** offer shall remain open for acceptance by the **SELLER** or by the **AUCTIONEER** on behalf of the **SELLER**, until **12H00 on 18 MAY 2024 (Confirmation Period)**. The **PURCHASER** and the **AUCTIONEER** acknowledge and agree that this provision are inserted and intended for the benefit of the **SELLER**.
- 2.2. The **PURCHASER'S** offer shall be deemed to have been accepted only when the **SELLER** or the **AUCTIONEER**, whichever may be applicable, has signed these Rules of Auction on behalf of the **SELLER** in the space provided at the end thereof and the **SELLER** shall not be required to notify the **PURCHASER** of the acceptance of its offer prior to expiry of the Confirmation Period.
- 2.3. Should the **SELLER** reject the **PURCHASER's** offer, the **AUCTIONEER** will repay to the **PURCHASER** any deposit and commission paid to it in terms of this agreement.
- 2.4. The **SELLER** shall notify the **PURCHASER** in writing of either its acceptance or its rejection of the **PURCHASER's** offer immediately upon receipt of written request therefore from the **PURCHASER**, which request shall not be made before the last day of the Confirmation Period.
- 2.5. In the event of the sale requiring the consent of any statutory authority or any court of law, then this sale is subject to the granting of such consent.

### 3. PURCHASE PRICE

The Purchase Price of the **PROPERTY**, plus Value-Added Tax ("VAT") if applicable, shall be paid as follows:

- 3.1 A deposit of **5 % (FIVE PERCENT)** of the Purchase Price to the **AUCTIONEER** by the **PURCHASER** immediately on the fall of the hammer, which amount the **PURCHASER** hereby authorises and instructs the **AUCTIONEER** to pay over to the **SELLER's** Attorneys against registration of transfer of the **PROPERTY** into the **PURCHASER's** name in terms hereof.
- 3.2 The **PURCHASER's** signature hereto shall constitute the **PURCHASER's** written consent to authorise the **AUCTIONEER** to invest all amounts paid on account of the Purchase Price in an interest-bearing account with a bank of the **AUCTIONEER's** choice. The interest shall accrue to the Estate Agency Affairs Fidelity Fund in terms of section 32 (2) (c) of the Estate Agency Affairs Act unless the parties agree otherwise in writing.
- 3.3 The balance of the Purchase Price shall be paid in cash and secured, to the satisfaction of the **SELLER's** Attorneys, by a written guarantee from a registered financial institution, payable free of exchange, against registration of transfer of the **PROPERTY** into the **PURCHASER's** name. The **PURCHASER** may elect to secure the balance of the Purchase Price by payment in cash to the **SELLER's** Attorneys, who shall hold same in trust, pending registration of transfer into the name of the **PURCHASER**. The aforesaid guarantee shall be presented and/or cash shall be payable by the **PURCHASER** to the **SELLER's** Attorneys within **35 (THIRTY FIVE)** days from receipt of a written request to that effect from the **SELLER's** attorneys.
- 3.4 All monies due by the **PURCHASER** in terms of this Agreement, and unpaid on due date, shall bear interest at the rate of 2% (two per centum) above the Prime Rate, per month, calculated from the due date of payment to the actual date of payment thereof, (both days inclusive).
- 3.5 Any payment made by the **PURCHASER** in terms of this Agreement shall be allocated first to the payment of **AUCTIONEER's** Commission when due and subject to the provisions contained in clause 5 hereof, then interest and thereafter to the payment of any other monies due in terms hereof.

### 4. VALUE-ADDED TAX

- 4.1. The Purchase Price is exclusive of VAT.
- 4.2. In the event of VAT being payable on the Purchase Price as a result of the sale, such VAT shall be paid by the **PURCHASER** to the **SELLER'S** Attorneys immediately on demand therefore.
- 4.3. 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.

### 5. AUCTIONEER'S COMMISSION

- 5.1. The **PURCHASER** shall be liable for and pay, in addition to the amounts payable in terms of clauses 3.1 and 3.3, **AUCTIONEER's** commission of **5 % (FIVE PERCENT)** of the Purchase Price, plus VAT thereon, which commission shall be deemed to have been earned and is payable immediately upon the signing of acceptance of the **PURCHASER's** offer in terms hereof by the **SELLER**.
- 5.2. The **PURCHASER** shall pay the full amount of **AUCTIONEER's** commission into the trust account of the **AUCTIONEER** immediately on the fall of the hammer, but this amount shall remain the property of the **PURCHASER** and shall be retained in trust by the **AUCTIONEER** for the benefit of the **PURCHASER** pending acceptance by the **SELLER** of the **PURCHASER's** offer or until the **SELLER** either rejects the offer or until expiry of the confirmation period.
- 5.3. If commission is not paid by the **PURCHASER** to the **AUCTIONEER** in terms hereof for any reason whatsoever, the **SELLER** hereby instructs his attorneys to pay the commission or balance thereof, whichever may be applicable, to the **AUCTIONEER** as a first draw from the proceeds of this sale, against registration of transfer of the **PROPERTY** into the name of the **PURCHASER**.
- 5.4. The **PURCHASER** shall be liable to pay to the **AUCTIONEER**, upon demand, a fee equal to any bank charges that the **AUCTIONEER** may become liable for upon payment of the **AUCTIONEER's** commission into the **AUCTIONEER's** chosen bank account.
- 5.5. The provisions of this clause 5 are inserted and intended for the benefit of the **AUCTIONEER** who by his signature hereto, accepts such benefit.

### 6. OCCUPATIONAL INTEREST

Should the **PURCHASER** take possession of the **PROPERTY** prior to registration of transfer, the **PURCHASER** shall pay occupational interest to the **SELLER**, calculated at R \_\_\_\_\_ per month, payable in advance on the first day of every month, from date of possession until date of transfer, both days inclusive, payable directly to the **SELLER's** Attorney (reduced *pro rata* for any period less than a month).

7. **RATES AND TAXES**

- 7.1. The **SELLER** shall be liable for all rates and taxes and other Municipal charges levied on the **PROPERTY** for the period prior to registration of transfer and the **PURCHASER** shall be liable for all rates and taxes and other Municipal charges levied thereafter.
- 7.2. The **PURCHASER** shall refund to the **SELLER** a pro rata share of all rates and taxes and services paid in advance by the **SELLER** for the period after registration of transfer, which refund shall be paid upon registration of transfer.

8. **SELLER RESIDENCY AND WITHHOLDING TAX**

It is recorded that the **SELLER**, **AUCTIONEER** and **PURCHASER** are aware of an obligation on the part of the **PURCHASER** to withhold part of the Purchase Price from the **SELLER**, if he is a non-resident and pay such withheld portion to the South African Revenue Services (hereinafter referred to as "SARS") in terms of Section 35A of the Income Tax Act, (hereinafter referred to as the "Act") and in that regard:

- 8.1. The **SELLER** warrants that **they are RESIDENTS** of the Republic of South Africa;

9. **TRANSFER AND COSTS OF TRANSFER**

- 9.1. Transfer shall not be passed to the **PURCHASER**, notwithstanding anything to the contrary herein contained, until such time as the total Purchase Price and all other amounts, for which the **PURCHASER** may be liable in terms hereof, have been paid and/or payment thereof has been secured as herein provided.
- 9.2. Transfer of the **PROPERTY** shall be passed, by the **SELLER's** Attorneys, as soon as possible after date of acceptance, providing the **PURCHASER** has complied with the provisions of the aforementioned sub-clause.
- 9.3. The **PURCHASER** hereby specifically authorises and agrees to the **SELLER's** Attorneys preparing and completing from information provided by the **PURCHASER** herein, a transfer duty form required by SARS for the clearance of the **PROPERTY** for transfer; and specifically authorises and agrees to the **SELLER's** Attorneys on behalf of the **PURCHASER** signing and submitting such form to SARS for which preparation, completion, signature and submission this Agreement shall be sufficient authority.
- 9.4. Transfer of the **PROPERTY** shall be effected by the **SELLER's** Attorneys and all expenses of and incidental to the preparation and registration of transfer, the conveyancing fees, disbursements and VAT (if applicable), in respect of such transfer, shall be borne by the **PURCHASER** including all expenses and legal costs incidental to the preparation and registration of any mortgage bond to finance the Purchase Price herein, including any disbursement levied by the financial institution approving the finance.
- 9.5. In the event of the **PURCHASER** failing to comply within 7 (seven) days of being requested by the **SELLER's** Attorneys, to furnish them with signed documents or documentation of whatever nature necessary for effecting transfer, or in the event of the registration of transfer being delayed as a consequence of a default on part of the **PURCHASER** (and the widest possible interpretation shall be used in respect of the terms hereof), then *ipso facto* on the 8<sup>th</sup> (eighth) day after such request, the **PURCHASER** shall pay to the **SELLER** penalty interest, at the rate of 2% (two per centum) above prime, per month calculated on the balance of the purchase price from the said 8<sup>th</sup> (eighth) day until the date of transfer, (both days inclusive).
- 9.6. The **PURCHASER** acknowledges and accordingly undertakes to comply with all the FICA requirements as set out in **Annexure "1"** annexed hereto within 7 (seven) days from date of acceptance of this Agreement by the **SELLER** and to supply the **SELLER's** Attorneys all information and documentation required by the **SELLER's** Attorneys to enable the **SELLER's** Attorneys to fulfil their obligations in terms of FICA.
- 9.7. Registration of transfer of the **PROPERTY** into the name of the **PURCHASER** shall be attended to by the following attorney firm:  
\_\_\_\_\_ on instruction of the **SELLER**.

10. **POSSESSION AND RISK**

- 10.1. Possession of the **PROPERTY** shall only be given by the **SELLER** and taken by the **PURCHASER** on registration of transfer, provided that clauses 3.1 and 3.3 above have been complied with, from which date all risks and benefits of ownership in respect of the **PROPERTY** shall pass to the **PURCHASER**.
- 10.2. Should the **PURCHASER** take and the **SELLER** allow possession of the **PROPERTY** prior to registration of transfer, the **PURCHASER** shall at its own expense insure the **PROPERTY** and improvements thereon for the full replacement value thereof from date of possession, against risk of loss or damage by any cause with an insurer acceptable to the **SELLER**. The **SELLER's** interest in the **PROPERTY** shall be endorsed against such policy for such period.
- 10.3. Upon the **PURCHASER** taking possession of the **PROPERTY** and pending transfer, the following further provisions shall apply –
- 10.3.1. the **PURCHASER** shall not sell, let or in any other manner dispose of or part with (whether temporarily or otherwise) the **PROPERTY** or his rights of occupation thereof, except with the written consent of the **SELLER**, which consent shall not be unreasonably withheld;
- 10.3.2. the **PURCHASER** shall be responsible for and pay all costs of electricity and water consumed in the **PROPERTY**.



11. **REPAIRS AND IMPROVEMENTS**

- 11.1. Prior to registration of transfer, the **PURCHASER** shall not be entitled to effect any alterations to the **PROPERTY** without the prior written consent of the **SELLER**.
- 11.2. The **SELLER** shall not be obliged to compensate the **PURCHASER** for any authorised alteration effected in the event of the sale being cancelled.
- 11.3. The **PURCHASER** shall be liable for any damages suffered by the **SELLER** as a result of any alterations effected by the **PURCHASER**, not authorised by the **SELLER**.

12. **VOETSTOOTS, EXTENT AND REPRESENTATIONS**

- 12.1. The **PROPERTY** is sold "voetstoets" and subject to the terms and conditions and servitudes mentioned or referred to in the current and/or prior Title Deeds and to the conditions of establishment of the Township in which it is situated and to the zoning applied to it under any Town Planning Scheme. The **SELLER** shall not profit by any excess nor shall it be answerable for any deficiency in the extent thereof. Neither the **SELLER** nor the **AUCTIONEER** shall be responsible for pointing out to the **PURCHASER** any surveyor's pegs or beacons in respect of the **PROPERTY** unless requested do so by the **PURCHASER** or unless the **SELLER** and/or **AUCTIONEER** had knowledge of any material deficiencies in the extent.
- 12.2. 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.
- 12.3. The **PURCHASER** acknowledges that he has fully acquainted himself with the **PROPERTY** that he has purchased alternatively that he/she has elected to purchase the **PROPERTY** without fully acquainting him/herself therewith.
- 12.4. Annexure 2 hereto sets out information pertaining to the **PROPERTY** which is specifically brought to the attention of the **PURCHASER**.

13. **BREACH**

- 13.1. 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:

13.1.1. to cancel this Agreement and upon cancellation: -

13.1.1.1 if the defaulting party is the **PURCHASER** the **SELLER** shall be entitled to retain all amounts paid by the **PURCHASER**, excluding **AUCTIONEER**'s commission, as *rouwkoop* or as a genuine pre-estimate of damage suffered by the **SELLER**, 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

13.1.1.2 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)

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

- 13.2. 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 in the same good condition as at the date of possession.
- 13.3. 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.
- 13.4. 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**.

- 13.5. 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.
14. **LEGAL COSTS**
- The Defaulting Party shall be liable for all legal costs incurred by the Aggrieved Party, the **AUCTIONEER** and his Agent / Attorneys in enforcing the terms of this agreement, on an Attorney and own client scale, including collection commission.
15. **ADDRESS / DOMICILIUM**
- 15.1. The **PURCHASER** and the **SELLER** hereby choose their respective addresses / *domicilium citandi et executandi* for all purposes in respect of these Rules of Auction, including all notices and Court process to be delivered in terms hereof, the address recorded below his signature hereunder. Any notice sent by pre-paid registered post shall be deemed to have been received on the fifth 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.
- 15.2. Notwithstanding anything to the contrary herein contained, any written notice or communication actually received by a Party to this Agreement shall be deemed to be adequate written notice or communication to him notwithstanding that it was not sent or delivered at the chosen address / *domicilium citandi et executandi* or transmitted to such Party's telefax number and/or email address as stipulated herein.
- 15.3. The terms of "writing" shall include communications by email or facsimile.
16. **JOINT AND SEVERAL LIABILITY**
- If this agreement is concluded with more than one **PURCHASER**, the liability of all such **PURCHASERS** to the **SELLER** and to the **AUCTIONEER** shall be joint and several *in solidum*.
17. **COMPANY TO BE FORMED**
- 17.1. 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.
- 17.2. 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.
18. **COMPANIES, CLOSE CORPORATIONS, ASSOCIATIONS OR TRUSTS**
- 18.1. 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.
- 18.2. 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 that individual.
19. **ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE**
- 19.1. The **SELLER** 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 **SELLER**.
- 19.1.1. Upon the **SELLER** furnishing the **SELLER's** attorneys 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**.
- 19.2. The **SELLER** warrants that, as at date of occupation or transfer, there will have been no addition or alteration to the electrical installations existing on the **PROPERTY** subsequent to the issue of such certificate. In the event that there has been any addition and/or alteration, the **SELLER** shall be obliged to obtain a Certificate of Compliance for at least the addition or alteration.
20. **GAS COMPLIANCE CERTIFICATE**
- The **SELLER** shall, at its expense, deliver to the **SELLER**, on or before the date, a Certificate of Conformity issued by an authorised person as defined in the Pressure Equipment Regulations 2009 made by the Minister of Labour under section 43 of the Occupational Health and

Safety Act 85 of 1993, to the effect that the gas installation on the property conforms to the required health and safety standard. The **SELLER** undertakes not to alter, install or remove the gas installation after issue of the said Certificate. In so far as the authorised person appointed by the **PURCHASER** to provide such Certificate requires corrective work to be carried out as a precondition to the issue of such Certificate, the **PURCHASER** will procure such work is carried out at the **PURCHASER**'s cost and expense. Existing Certificates shall not pre-date the date of acceptance of the Agreement of Sale by more than 2(two) years.

21. **PLUMBING COMPLIANCE** (Applicable only to property situated within the jurisdiction of the City of Cape Town)

The **SELLER** shall, at its expense, submit a Certificate by an accredited Plumber to the City of Cape Town municipality, certifying that the water supply to the property conforms with the requirements stipulated in section 14 of the City of Cape Town: Water By-Law, 2010., i.e. that (a) the water installation conforms to the national building regulations; (b) there are no defects which can cause water to run to waste; (c) the water meter registers; and (d) there is no discharge of storm water into the sewer system. Such certificate shall be obtained and submitted to the municipality before registration of transfer. The **PURCHASER** undertakes, in addition, to furnish the **SELLER** with a copy of the certificate before registration of transfer.

22. **DISPUTE RESOLUTION: MEDIATION THEN ARBITRATION**

22.1. Should any dispute, disagreement or claim arise between the parties, which include the **AUCTIONEER**, ("**the dispute**") concerning this agreement then the parties shall, notwithstanding anything to the contrary contained herein, have the right to:

22.1.1. submit the dispute to mediation to be administered by the Arbitration Foundation of Southern Africa ("**AFSA**"), upon such terms as agreed between the parties and the secretariat of AFSA; and

22.1.2. failing agreement as aforesaid within 7 (seven) days of the dispute being submitted to mediation, the parties shall refer the dispute to arbitration as provided below.

22.2. Failing agreement as referred to above, the dispute shall be submitted to arbitration for final resolution in accordance with the rules of the AFSA by an Arbitrator or Arbitrators appointed by the AFSA.

22.3. Unless otherwise agreed in writing by all the parties, any such mediation or arbitration shall be held in Cape Town, South Africa.

22.4. The decision of the arbitrator shall be final and binding on the parties to the dispute and may be made an order of the court at the instance of any of the parties to the dispute. The parties hereby exclude all rights of appeal, which might otherwise be conferred upon them by law.

22.5. The parties agree to keep the arbitration (including the subject matter of the arbitration and the evidence heard during the arbitration) confidential and not to disclose it to anyone except for purposes of obtaining an order of court as contemplated herein.

22.6. The provisions herein constitute an irrevocable consent by each party to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions. Such provisions are further severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.

23. **MAGISTRATES' COURT JURISDICTION**

The Parties hereto consent to the jurisdiction of the Magistrates' Court in terms of Section 45 read with 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 law of the Republic of South Africa.

24. **GENERAL CLAUSES**

24.1. These Rules of Auction constitute the whole agreement between the Parties as to the subject matter hereof and no agreement, representation or warranty between the Parties other than those set out herein are binding on the Parties.

24.2. No extension of time, waiver, indulgence or suspension of any of the provisions of this agreement, which any Party hereto may have given, shall be binding unless recorded in a written document signed by all Parties.

24.3. No variation or alteration or cancellation of these Rules of Auction or any of the terms hereof, shall be of any force or effect, unless in writing and signed by the Parties hereto.

24.4. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and words importing persons shall include partnerships and bodies corporate, and *vice versa*.

24.5. 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.

24.6. The **SELLER** and the **PURCHASER** warrant that they are duly authorised to sign these Rules of Auction.

**SPECIAL CONDITIONS**

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**POPI ACT 4 OF 2013**

The Seller/s and the Purchaser/s hereby give their consent to the estate agency/ies involved in the sale, and to the Conveyancing Attorneys who will register the transfer of the property, to process our personal information for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act.

We hereby give permission to receive Future Real Estate Related Marketing from Home & Hectare:

<b>SELLER</b>	<b>YES</b>	<b>NO</b>	<b>INITIAL</b>
<b>PURCHASER</b>	<b>YES</b>	<b>NO</b>	<b>INITIAL</b>

THE PROPERTY WAS PUT UP FOR SALE BY PUBLIC AUCTION ON THE

\_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

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) \_\_\_\_\_

(Email) \_\_\_\_\_

(Cell) \_\_\_\_\_

TO:  
MR/MRS/MS \_\_\_\_\_

(hereinafter referred to as the "PURCHASER")

IDENTITY NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE DETAILS: (landline) \_\_\_\_\_

(Email) \_\_\_\_\_

(Cell) \_\_\_\_\_

MARITAL STATUS: \_\_\_\_\_ (In/Out of Community of PROPERTY)

SPOUSE'S NAME: \_\_\_\_\_

SPOUSE'S ID NO: \_\_\_\_\_

**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 AT \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_**

AS WITNESS:

1. \_\_\_\_\_

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

AS WITNESS:

1. \_\_\_\_\_

\_\_\_\_\_  
**HOME AND HECTARE (PTY) LTD** duly authorised (**hereby accepting all the rights conferred upon it in terms of this Agreement**)



**ACCEPTANCE AND CONFIRMATION**

**SIGNED AT** \_\_\_\_\_ **ON THE** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ 20\_\_\_\_

**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**

\_\_\_\_\_  
**AUCTIONEER**

**AUCTIONEER FULL NAME/S:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT NUMBER:** \_\_\_\_\_

## ANNEXURE 1

### FICA REQUIREMENTS

#### INDIVIDUAL VERIFICATION DOCUMENTS

- Copy of Green bar-coded South African ID/card or Passport if foreign and/or Residency VISA if applicable
- Marriage Certificate and Antenuptial Agreement if applicable
- Proof of Address (in the form of a utility bill, telephone account, lease agreement or alternatives issued by a 3<sup>rd</sup> party)
- Tax Clearance/Official document from SARS confirming your Income Tax Number (if requested)
- Proof of banking details
- Proof of Source of Income (only if required)
- Information regarding your Source of Wealth (only if required)

#### TRUST VERIFICATION DOCUMENTS

**Please take note that we require documentary proof for verification purposes of the following items (please tick item off if provided):**

- Trust Deed (reflecting name, number & beneficiaries of trust)
- Resolution of Authorised Trustee/Letters of Authority (authority provided by Master's Office)
- ID & Proof of Address for all Trustees/Beneficiaries/Authorised Signatories/Founder/Persons acting on behalf of the Trust
- Tax Clearance/Official document from SARS confirming Income Tax Number

#### TRUSTS CREATED OUTSIDE OF SOUTH AFRICA:

- Founding documentation; AND
- Letter of authority issued by the authority administering laws relating to trusts in that country

**We may also require documentary proof for verification purposes at any stage of the transaction or business relationship which may include the following items (please tick item off if provided):**

- Completion of the FICA form for natural persons by all Trustees/Beneficiaries/Authorised Signatories/Founder/Persons acting on behalf of the Trust
- Proof of banking details
- Proof of Source of Income (only if required)

#### COMPANY VERIFICATION DOCUMENTS

**Please take note that we require documentary proof for verification purposes of the following items (please tick item off if provided):**

- Resolution of Authorised Signatories
- Company shareholding structure (of which certain natural/legal persons will be subject to further due diligence)
- Copy of Incorporation Documents (CIPC) reflecting registered name and address and Directorship (C.o.R documents)
- Letterhead confirming operating address as well as trading name
- Proof of Identification for all Directors & Authorised Signatories
- Proof of Address for all Directors & Authorised Signatories
- Tax Clearance/Official document from SARS confirming Income Tax Number

**We may also require documentary proof for verification purposes at any stage of the transaction or business relationship which may include the following items (please tick item off if provided):**

- Completion of the FICA form for natural persons by all Directors, Managers & Authorised Signatories
- Proof of banking details
- Proof of Source of Income (only if required)

#### CLOSE CORPORATION VERIFICATION DOCUMENTS

**Please take note that we require documentary proof for verification purposes of the following items (please tick item off if provided):**

- Resolution of Authorised Signatories
- Copy of Incorporation Documents (CIPC) reflecting registered name & address
- Letterhead confirming operating address as well as trading name
- Proof of Identification for all Members & Authorised Signatories
- Proof of Address for all Members & Authorised Signatories
- Tax Clearance/Official document from SARS confirming your Income Tax Number

**We may also require documentary proof for verification purposes at any stage of the transaction or business relationship which may include the following items (please tick item off if provided):**

- Completion of the FICA form for natural persons by all Members & Authorised Signatories
- Proof of banking details
- Proof of Source of Income (only if required)

**ANNEXURE 2**

**MANDATORY DISCLOSURE**

**IMMOVABLE PROPERTY CONDITION REPORT IN RELATION TO THE SALE OF ANY IMMOVABLE PROPERTY**

**1. Disclaimer**

This condition report concerns the immovable property situated in the jurisdiction of the \_\_\_\_\_

Deeds Office, and situated at: \_\_\_\_\_  
(the "Property")

This report does not constitute a guarantee or warranty of any kind by the owner of the Property or by the property practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the Property.

**2. Definitions**

In this form -

**2.1 "to be aware"** means to have actual notice or knowledge of a certain fact or state of affairs; and

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

**3. Disclosure of information**

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

**4. Provision of additional information**

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

**5. Statements in connection with Property**

	YES	NO	N / A
I am aware of the defects in the roof			
I am aware of the defects in the electrical systems			
I am aware of the defects in the plumbing system, including in the swimming pool and pump (if any)			
I am aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers			
I am aware of the defects in the septic or other sanitary disposal systems			
I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps			
I am aware of structural defects in the Property			

I am aware of boundary line dispute, encroachments or encumbrances in connection with the Property			
I am aware that remodelling and refurbishment have affected the structure of the Property			
I am aware that any additions or improvements made to or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained.			
I am aware that a structure on the Property has been earmarked as a historic structure or heritage site			

**ADDITIONAL INFORMATION:**

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**6. Additional inspection and Purchaser acknowledgment**

It is recorded that both the owner as well as the purchaser may wish to obtain professional advice and/or to undertake a professional inspection of the property.

In this event, the parties will ensure that the necessary provision to this effect is included in the sale agreement. The purchaser acknowledges that he/she is informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliant aspects concerning, the property. The purchaser acknowledges receipt of a copy of this statement.

**7. Certification by person providing the information**

**7.1 Information provided by owner:**

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

**7.2 Other person providing the information:**

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

**8. POPI ACT 4 OF 2013**

The Seller/s and the Purchaser/s hereby give their consent to the agency/ies involved in the sale, and to the Conveyancing Attorneys who will register the transfer of the property, to process our personal information for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act.

We hereby give permission to receive Future Real Estate Related Marketing from Home & Hectare:

PURCHASER: \_\_\_\_\_

SELLER: \_\_\_\_\_

**Signatures:**

**Signature of owner:** \_\_\_\_\_

**Full name:** \_\_\_\_\_

**Id number:** \_\_\_\_\_

**who certifies** that the information provided in this report is, to the best of the owner's knowledge and belief, true and correct as at the date of signature.

**OR**

**Signature of person providing the information (if not the owner):**

**Signature:** \_\_\_\_\_

**Full name:** \_\_\_\_\_

**Id number:** \_\_\_\_\_

**who certifies** that he/she is duly authorised by the owner to supply the information and that he/she has supplied the correct information on which the owner relied for the purposes of this report and, in addition, that the information contained herein is, to the best of the signatory's knowledge and belief, true and correct as at the date of signature hereof.

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**Signature of purchaser:** \_\_\_\_\_

**Full name:** \_\_\_\_\_

**Id number:** \_\_\_\_\_

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**Signature of property practitioner** \_\_\_\_\_, who shall provide a copy hereof to the 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.

**SIGNED AT** \_\_\_\_\_ **ON THE** \_\_\_\_ **DAY OF** \_\_\_\_\_ **20**\_\_\_\_

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 AT \_\_\_\_\_ ON \_\_\_\_\_

---

**RESOLVED THAT:**

1. The CLOSE CORPORATION BUYS the following PROPERTY

\_\_\_\_\_

from \_\_\_\_\_

for R \_\_\_\_\_

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

Certified a true copy,

\_\_\_\_\_  
**MEMBER**

\_\_\_\_\_  
**MEMBER**

**ALL MEMBERS TO SIGN**

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 R \_\_\_\_\_

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

Certified a true copy,

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
DIRECTOR

**ALL DIRECTORS TO SIGN**

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 R \_\_\_\_\_

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

Certified a true copy,

\_\_\_\_\_  
TRUSTEE

\_\_\_\_\_  
TRUSTEE

**ALL TRUSTEES TO SIGN**