Auctioneers, Valuers and Appraisers - Established 1964

Michael James Organisation

CAPE TOWN – JOHANNESBURG – PORT ELIZABETH

RULES OF AUCTION

AND

CONDITIONS OF SALE FOR IMMOVABLE PROPERTY

DATE OF AUCTION	
TIME OF AUCTION	
PLACE OF AUCTION	

Upon which **Winelands Auction Gallery (Pty) Ltd** trading as:

Michael James Organisation (Registration No. 1992/006196/07)

Of

7B Keymer road, Eastleigh, Edenvale, 1609
(011 452 2986)

and acting on behalf of the seller:

CONRAD VAN ZIJL LASKEY IN MY CAPACITY AS THE EXECUTOR OF THE LATE GERSHWIN HELMOND GREEN
ESTATE NUMBER: 012379/2024
Acting under Letters of Executorship issued by the Master of the High Court of South Africa, Johannesburg on 12 May 2026 in terms of Section 13 and 14 of the Administration of Estate Act No 66 of 1965.

Intend to offer for sale by Public Auction certain PROPERTY being:-

73 INTEGRA DRIVE, BREAUNANDA EXT 1, KRUGERSDORP

ERF NUMBER	269
TOWNSHIP	BREAUNANDA
LAND SIZE	1500m²
TITLE DEED NUMBER	T13403/2009
MUNICIPALITY	MOGALE CITY

CONDITIONS OF SALE & RULES OF AUCTION

OF IMMOVABLE PROPERTY

Whereby

WINELANDS AUCTION GALLERY (PTY) LTD
T/A MICHAEL JAMES ORGANISATION (Registration No. 1992/006196/07)

(the "**AUCTIONEER**")

duly instructed by

JOHANN KRYNAUW

BEING THE AGENT FOR THE EXECUTOR
, IN THE MATTER OF

ESTATE LATE: MORETTE CHRISTINE WRIGHT
ESTATE NO: 012379/2024

Intend to offer for sale by Public Auction certain PROPERTY being: -

73 INTEGRA DRIVE, BREAUNANDA EXT 1, KRUGERSDORP

ERF NUMBER	269
TOWNSHIP	BREAUNANDA
LAND SIZE	1500m²
TITLE DEED NUMBER	T13403/2009
MUNICIPALITY	MOGALE CITY

together with all the improvements thereon, subject to the following conditions:

1. INTERPRETATION

1.1 Any reference to:

1.1.1 One gender includes the other gender.

1.1.2 Natural persons include juristic persons and *vice versa.*

1.1.3 Singular includes the plural and *vice versa*.

1.2 And any other references shall *mutatis mutandis* apply.

2. PROCEDURE

2.1. The AUCTIONEER has the sole right to regulate the bidding procedure and in the event of any dispute between the bidders the decision of the AUCTIONEER shall be final and binding.

2.2 Subject to the provisions of clause 3.3, 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bidder and every bid shall constitute an offer to purchase the PROPERTY for the amount of the bid and no bid may be withdrawn prior to the expiry of the confirmation period which the bid will open for acceptance by the SELLER.

2.3 Should the AUCTIONEER commit any error he shall be entitled to correct such error.

2.4 This sale by Auction is subject to a reserve price.

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 this offer is concluded with more than one PURCHASER, the liability of such PURCHASERS shall be jointly and severally *in solidum*.

3.3 The PURCHASER'S offer shall be open for acceptance by the SELLER for a period of **14** (**fourteen**) days after date if signature and may be accepted by the SELLER at any time prior to the expiry date of the mentioned confirmation period ("DATE OF ACCEPTANCE"). Acceptance of the offer will be confirmed by the AUCTIONER to the PURCHASER.

3.4 Then 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 offer that may be received in respect of the PROPERTY.

4. PURCHASE PRICE

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

4.1 A cash **deposit of 10% (ten percent)** of the PURCHASE PRICE to the AUCTIONEER immediately on the fall of the hammer, which the PURCHASER hereby authorises the AUCTIONEER to pay over to the SELLER; and

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 conveyancer appointed in terms of clause 7 ('CONVEYANCER') within 30 (thirty) days from the DATE OF ACCEPTANCE, which guarantee shall be payable free of exchange.

4.3 The PURCHASER hereby instructs and authorised the CONVEYANCER to invest, in terms of Section 86(4) of the Legal Practice Act, 28 of 2014 (as amended from time to time), any monies paid by him or on his behalf in terms of this Offer (Agreement), in an interest-bearing account for the PURCHASER'S benefit.

The PURCHASER acknowledges that he is aware that the CONVEYANCER will only be in a position to give effect to this mandate once he, the PURCHASER, has furnished the CONVEYANCER with documents, to be requested by the CONVEYANCER, in terms of the Financial Intelligence Centre Act, 2001.

4.4 In the alternative to clause 4.2 above, the PURCHASER has the right to pay the full balance of the purchase price on the acceptance / occupation date to the SELLER / CONVEYANCER.

On payment the full balance of the purchase price the interest provided for in clause 6 shall fall away subject to the condition that the full purchase price shall be invested on behalf of the SELLER, in terms of Section 86(4) pf the Legal Practice Act, 28 of 2014 (as amended from time to time), buy the CONVEYANCER in an interest bearing account for the SELLER'S benefit.

4.5 The deposit shall be non-refundable, except in the instance where the sale is not accepted 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. COST OF TRANSFER

5.1 The PURCHASER shall be liable, in addition to the Purchase Price, for all costs of registration of Transfer of the PROPERTY including but not limited to:
(if applicable) transfer duty, revenue stamps, mortgage loan costs, attorneys' fees, deeds office registration fees, such proportion of the assessment rates levied by the Local Authority as may be due, or such proportion of charges and levies as may be due to a Home Owners Association Body Corporate (all from DATE OF ACCEPTANCE of this offer until date of registration of transfer), 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.

5.2 The PURCHASER shall furthermore, in addition to the PURCHASE PRICE, be responsible for the payment of **Value Added Tax (VAT) if applicable** should the above SELLER be a registered VAT vendor, regardless of whether he was aware of this fact on date of signature hereof by himself. The PURCHASER shall make payment of the aforesaid VAT to the SELLER upon registration of the PROPERTY in the name of the PURCHASER.

6. INTEREST

The PURCHASER will pay interest on the balance of the purchase price from DATE OF ACCEPTANCE to date of registration of transfer calculated at the rate of **0.75% (zero comma seventy-five *percentum*) per month**, both days inclusive. The interest will be payable monthly in advance before or on the first day of each an every month, the first payment to be made of the first day of the month following the DATE OF ACCEPTANCE. Payment of the interest will be effected to the CONVEYANCER.

7. TRANSFER

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

8. POSSESSION

8.1 Possession of the PROPERTY will be given to the PURCHASER and the PURCHASER shall be obliged to take possession thereof, on **DATE OF REGISTRATION** and from which date the PURCHASER shall be liable for all municipal rats, taxes, consumption charges, insurance premiums and/or fees and levies payable on the PROPERTY, and from which date the PROPERTY shall be the sole risk, profit or loss of the PURCHASER. Should the SELLER have made any payment of such a nature for a period after the date of possession, he shall be entitled to a refund thereof *pro rata* to the period of prepayment.

8.2 The PURCHASER shall not be entitled to make any alterations or additions to the PROPERTY before the 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 claims whatsoever against the SELLER arising out of any alterations or additions made to the PROPERTY by the PURCHASER.

8.3 **If the PROPERTY is leased, this Agreement is entered into and subject to the rights of the tenant under any existing Lease Agreement, statutory provisions or the Common Law.**

8.4 **The PURCHASER agrees that the SELLER does not make any warranties or representations, whether express or implied, regarding vacant occupation and possession. The SELLER does NOT GUARANTEE vacant occupation of the PROPERTY. Should any eviction orders be required to be effected the PURCHASER undertakes to obtain an eviction at this own cost.**

9. VOETSTOOTS

9.1 The PROPERTY is purchased and sold Voetstoots and the SELLER shall not be liable for any defects, patent, latent or otherwise in the PROPERTY not for any damage occasioned to or suffered by the PURHASER by reason of such defect.

9.2 A claim by THE PURCHASER against THE SELLER will only occur in the event THE SELLER neglecting to inform THE PURCHASER of latent and/or patent defects of which THE SELLER was aware, but failed to disclose same.

9.3 The PURCHASER admits having inspected the PROPERTY to his satisfaction and that no express or implied representations, guarantees or warranties of any nature were made or given by the SELLER or his AGENT regarding the condition, quality or any other characteristics of the PROPERTY or any of the improvements thereon or accessories thereof.

9.4 THE PURCHASER may appoint a property practitioner or other specialist to perform an inspection, should THE PURCHASER require same, at the expense of THE PURCHASER.

9.5 The PURCHASER confirms that he/she has effected the necessary inquiries with the local authority regarding compliance or not compliance if the

improvements located on the PROPERTY in respect of any statutory requirements.

9.6 The PROPERTY is sold as described in the existing title deed or deeds thereof and subject to all conditions and servitude (if any) attaching thereto or mentioned or referred to in the said title deed(s) or prior deed(s). 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.

9.7 The SELLER shall not be required to indicate to the PURCHASER the position of the beacons or pegs upon the PROPERTY and/or boundaries thereof, nor shall the SELLER be liable for the costs of locating same.

10. NOMINEE

The PURCHASER shall be entitled, by means of a power of attorney specific to the transaction, to nominate an agent in his place as PURCHASER, upon the following terms and conditions:

10.1 the power of attorney shall be handed to the SELLER by no later than close of business on the DATE OF ACCEPTANCE.

10.2 the power of attorney shall set out the name and address of the appointed agent so nominated as PURCHASER.

10.3 the power of attorney shall be accompanied by the agent's written acknowledgment:

10.3.1 that is fully aware of all the terms and conditions of this agreement as if fully set out in such written acknowledgement; and

10.3.2 that is bound by the provisions of this agreement as the PURCHASER.

10.4 Should the PURCHASER nominate an agent in term of this clause, then:

10.4.1 all references to the PURCHASER in this agreement shall be deemed to be a reference to its agent; and

10.4.2 the PURCHASER by his signature hereto, hereby interposes and binds himself as surety and co-principal debtor *in sodium*, for and on behalf of all the obligations of the aforesaid nominee as PURCHASER, to ab in favour of the SELLER, for all the PURCHASER'S obligations under this agreement, including damages, and renounces the benefits of excussion and division.

11. DOMICILIUM

11.1 The PURCHASER selects as his/her *domicilium citandi et executandi* for all purposes hereunder the address set out in 'INFORMATION FOR CONVEYANCER AND ADMINISTRATION" attached hereto.
Any notice dispatched to the PURCHASER by prepaid registered post or email to the party's said *domicilium citandi et executandi* shall be deemed to have been received by such a party 7 (SEVEN) days from date of dispatch thereof.

12. **PROHIBITION**

The PURCHASER shall not. Prior to the date of registration 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 cancellation of an existing lease, without the prior written consent of the SELLER.

13. JURISDICTION

13.1 For the purpose of resolving any dispute which may exist or occur between the parties hereto, the parties consent to the jurisdiction of the Magistrate's Court or any other court with jurisdiction or a court otherwise competent with jurisdiction over the person of the parties in that each of them resides, carries on business, or is employed within its area of jurisdiction, notwithstanding that such proceedings are otherwise beyond its jurisdiction. The clause shall be

deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrates' Court Act 32 of 1944 or any amendment thereof provided that the SELLER shall have the right at his sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.

13.2 In the event of the SELLER instruction 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 on any of the terms and conditions herein, then the PURCHASER agrees that he shall be liable for any and shall pay any such legal costs on the scale as between the Attorney and Own Client.

14. BREACH

In the event of the PURCHASER being in breach of any of the terms or conditions contained herein, and remain in default for 7 (seven) days after dispatch if a written Notice by registered post or by facsimile requiring him to remedy such breach, the SELLER shall be entitled to, and without prejudice to any other rights available at law:

14.1 claim immediate payment of any amount due by the PURCHASER; and/or

14.2 declare the full balance of the purchase price and interest payable forthwith and claim recovery thereof: and/or

14.3 cancel the agreement without any further notice, and retain all amounts paid by the PURCHASER as "Rouwkoop" and the PURCHASER hereby authorised any third party holding such monies to pay the same to the SELLER, AND/OR.

14.4 terminate this agreement and claim damages from the PURCHASER, which damages shall include, but not be limited to, the costs and expenses of advertising and selling the PROPERTY to a third party.

15. AUCTIONEER'S COMMISSION

Commission calculated at **7.5% (Seven comma Five percent)** plus VAT thereon of the purchase price, will be due and payable by the **PURCHASER** to the AUCTIONEER on the acceptance of these conditions of sale by the SELLER.

16. VARIATION

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.

Any representations, warranties or undertakings made or given by the SELLER or its agents other than those contained herein shall be of no force or effect whatsoever.

17. PERSONAL SURETYSHIP JOINT AND SEVERAL LIABILITY ON BEHALF OR PURCHASER

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 an 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 of excussion and division.

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*.

18. MARITAL STATUS OF PURCHASER

The PURCHASER warrants that his marital status is as set forth in the "INFORMATION FOR CONVEYANCER AND ADMINISTRATION" annexed

hereto an, further that the information contained in such schedule is true and correct in each and every respect.

19. WAVER

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 if the SELLER'S rights at any time, and without notice, to require strict and punctual compliance with each and every provision of term hereof.

20. CERTIFICATES TO BE OBTAINED

The PURCHASER shall at his own cost obtain:

20.1 A certificate of compliance with Governments Regulations No, 2920/1992 to the effect that the electrical installati9on of the PROPERTY complies with SABA 0142, or is reasonably safe;

20.2 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;

20.3 A certificate of the occupation of the PROPERTY (if applicable).

20.4 Or any such certificate as may be required by law and applicable to the subject PROPERTY.

21. FIRST RIGHT OF REFUSAL

21.1 If the SELLER does not accept the PURCHASER'S offer during the CONFIRMATION PERIOD because it has received a higher offer from a third party, the PURCHASER shall be entitled to increase the PURCHASER'S offer during the CONFIRMATION PERIOD in order to match the third party's offer.

21.2 Any further offers being made within the confirmation period must be made in writing and only to **Michael James Organisation** before_____ on _____2026 and will be subject to these Conditions.

21.3 Every such offer shall be submitted to the highest bidder, who will have the first right to equal the offer within 24 (Twenty-Four) hours.

22. HOME OWNERS ASSOCIATION / BODY CORPORATE CONDUCT AND MANAGMENT RULES (IF APPLICABLE)

22.1 The PURCHASER acknowledges that he is aware of the Rules and Constitution of the Home Owners Association / Body Corporate Conduct and Management rules. The SELLER will be responsible for the payment of all arrear levies, rates and taxes due on the PROPERTY until the DATE OF ACCEPTANCE, all levies, rates and taxes due on the PROPERTY will be for the account of THE PURCHASER.

22.2 THE PURCHASER furthermore acknowledges that upon transfer of the PROPERTY into his name he will become a member of the Home Owners Association / Body Corporate established for the PROPERTY.

22.3 The PURCHASER binds himself and his successors in title to the terms, conditions and obligations imposed on the PURCHASER in terms of the constitution of the Home Owners Association / Body Corporate and Management Rules.

23. SPECIAL CONDITIONS

23.1 **The parties acknowledge that they are aware of the fact that the sale of the property is from a deceased estate and subject to the approval by the Master of the High Court, Johannesburg which approval currently takes between 6 to 8 weeks to obtain after submission of the application for endorsement.**

23.2 Should the SELLER not accept the sale, this document is deemed *pro non scripto.* If the sale is accepted by the Master of the High Court, the Executor reserves the right to decline the offer, and will be under no obligation to accept such offer. No reason for this decision needs to be supplied, and the Executor further reserves the right to accept any other offer that may be received in respect of this PROPERTY.

_____

_____

_____

24. SECURITY OF TENURE

PURCHASER acknowledges that it is acquainted with the provisions 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.

25. **RESTITUTION OF LAND RIGHTS**

25.1 The Property is sold subject to the provisions of the Restitution of Land Rights Act No, 22 of 1994.

25.2 The sale is subject to any land claim registered in terms of the Restitution of Land Rights Act 1998 on the relevant PROPERTY. In the event that a claim has been noted against the PROPERTY by the Land Claims Commissioner, the SELLER shall give 30 (thirty) days' notice to the Land Claims Commissioner in respect of this sale agreement.

25.3 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.

26. APPLICABLE LEGISLATION

The PROPERTY is sold to the right of any:

26.1 Labourer who has the right of cultivation or grazing or the right to occupy and to use, in terms if the provisions of the Land Reform (Labour Tenants) Act, 3 of 1996.

26.2 Any existing informal rights in respect of business, occupation, habitation, residence, permission for occupation, use or entry to the PROPERTY already before 31 December 1992 (i.e. more than 5 (Five) years, in terms of the Interim Protection of Informal Land Rights Act, 31 of 1996.

26.3 Any rights of occupants of the PROPERTY, including elderly persons, children, handicapped persons and households of which a woman is the head in terms of the Prevention of Illegal Eviction from Unlawful Occupation of Land Act, 19 of 1998.

26.4 Any occupancy rights in terms of the Extension of Security of Tenure Act No. 62 of 1997.

27. WATER RIGHTS (IF ANY)

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

28. ESKOM POWER (IF APPLIABLE)

28.1 The SELLER undertakes to obtain 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'S benefit only after transfer of the PROPERTY has been registered in the Deeds Office in the name of the PURCHASER.

28.2 Unless specifically guaranteed separately in this sale agreement, the SELLER does not warrant the supply of electricity of Eskom and/or the registration of any water rights in respect of the PROPERTY.

29. TRANSFER DUTY OR VAT

29.1 If the SELLER is a VAT vendor for the purposes of this transaction, VAT will be payable. PURCHASER shall be liable for VAT.

29.2 If the SELLER is NOT a VAT vendor for the purposes of this transaction, TRANSFER DUTY will be payable. PURCHASER is liable for the payment of Transfer Duty.

30. TRANSACTIONS EXEMPTED FROM VAT

30.1 Section 12 of the VAT Act, 89 of 1991 (as amended from time to time) lists 4 types of PROPERTY transactions that are exempt from VAT:

30.1.1 The sale of a share, or a member's interest is a company or close corporation that owns residential PROPERTY does not constitute a supply of fixed PROPERTY (type if goods) for VAT purposed, but the supply of an "equity security". The sale of share block shares which relate to residences are also VAT exempt.

30.1.2 PROPERTY that has previously been leased for *residential purposes,* and which PROPERTY is now being sold. VAT is not levied on the rent charged by a lessor to a lessee for the supply if a dwelling under a lease agreement, irrespective of whether the lessor is a VAT vendor. When such PROPERTY is sold, such supply will be exempt from VAT.

30.1.3 When any "*right of occupation*" as defined in section 1 of the Housing Development Schemes for Retired Persons Act 65 of 1988 is supplied, such sale and re-sale of the right occupation is exempt from VAT.

30.1.4 The supply of land, together with any improvements thereto, where such land *is situated outside of the Republic of South Africa* and such supply is made by way if sale or letting.

31. ZERO-RATED TRANSACTIONS

31.1 If a transaction is not VAT exempt, VAT is payable.

31.2 "Zero-rated" means that Vat is payable on the transaction, but at the rate of 0% and not the standard rate of 15%.

31.3 The <u>difference</u> between "zero-rating" and "VAT exempt".

31.3.1 If a transaction is VAT *exempt,* it falls outside of the "VAT net" altogether. Transfer duty is payable on the transaction.

31.3.2 If a transaction is *zero-rated,* it falls outside of the "VAT net" and all the provisions relating to VAT apply to the transaction, including the provision that the PURCHASER can still claim input tax credits in respect of the PROPERTY concerned.

31.4 **<u>Requirements</u>** for applying the zero-rate:

Where an enterprise (or part of an enterprise which is capable of separate operation) is sold to a *registered VAT vendor as* a *going concern*, the sale is subject to VAT at the zero-rate.

31.4.1 The zero-rate will only be applicable if:

(a) the SELLER is a VAT vendor,
(b) the PURCHASER is a VAT vendor,
(c) the parties must specifically agree in writing:
- that the enterprise is sold as a going concern;
- when the agreement is concluded, that the enterprise will be an income-earning activity on date of transfer thereof:
- the consideration for the supply included VAT at the zero-rate.

31.5 **Zero-rated Clause**

The parties place on record that:

31.5.1 The PROPERTY is sold as a going concern, being

_____

31.5.2 The concerns will, on the date of transfer to the PURCHASER thereof be an income generating enterprise.

31.5.3 The consideration for the supply includes VAT at the zero rate.

31.5.4 The SELLER is a registered VAT vendor, with VAT registration number

_____

31.5.5 The PURCHASER is a registered VAT vendor, with VAT registration number _____

** If the South African Revenue Service (SARS) rules that this transaction does not qualify for a zero-rating, the PURCHASER will be responsible for the payment of VAT and any penalties thereon, in addition to the purchase price.

32. _____ (auctioneer/director/employee) hereby warrants the validity of his/her Fidelity Fund Certificate as at the date of signature of this agreement.

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

_____ DAY OF _____2026

and sold by the rise for the amount of R _____

(_____)

(**EXCLUDING VALUE ADDED TAX**)

TO:

MR/MRS/MS_____

_____

(hereinafter referred to as the "PURCHASER")
Refer to "INFORMATION FOR CONVEYANCER AND ADMINISTRATION" for full details of PURCHASER.

OR

TO:

COMPANY /CLOSE CORPORATION/TRUST/OTHER: _____

_____

(hereinafter referred to as the "PURCHASER")

ENTITY REGISTRATION NO: _____

REGISTERED ADDRESS: _____

_____

_____

TELEPHONE DETAILS: Business: _____
Fax: _____
Email: _____
Cell: _____

As chosen *domicilium citandi et executandi*

herein represented by _____
Identity Number: _____
who hereby warrants that he is duly authorised by resolution of the members/directors of the entity to act on its behalf, and who hereby binds himself as surety and co-principal debtor in solidum for and on behalf of the PURCHASER to and in favour of the SELLER and the AUCTIONEER under the terms and conditions contained in this

Offer, and who further binds himself to due performance hereunder and for all amounts that may be due under this Offer, including damages, arising from whatever cause, and waive the benefits if division and excussion.

SIGNED AT _____ ON THE _____DAY OF _____ 2026

AS WITNESSES:

1. _____ _____
PURCHASER

2. _____ _____
PURCHASER

_____
AUCTIONEER (duly authorised)

ACCEPTANCE AND CONFIRMATION

Accepted by me this _____ DAY OF _____2026

AS WITNESSES:

1. _____ _____
SELLER

2. _____ _____
SELLER

_____

_____
SELLER
SELLER'S ADDRESS

INFORMATION FOR CONVEYANCER AND ADMNINSTRATION
PURCHASER SPOUSE / CO-PURCHASER

SURNAME _____ _____

FIRST NAMES _____ _____

MARITAL STATUS _____ _____
(State whether unmarried, Married in community of PROPERTY, Married by Ante nuptial Contract, Married in a country other than South Africa)

DATE OF MARRIAGE _____ _____

COUNTRY OF MARRIAGE_____ _____

IDENTITY NUMBER _____ _____

TELEPHONE NUMBER (H) _____ _____

(W) _____ _____

(FAX) _____ _____

(CELL) _____ _____

EMAIL ADDRESS _____ _____

POSTAL ADDRESS _____ _____

_____ _____

_____ _____

FUTURE ADDRESS _____ _____

_____ _____

_____ _____

INCOME TAX NUMBERS _____ _____

ACCOUNTING

73 INTEGRA DRIVE, BREAUNANDA EXT 1, KRUGERSDORP

PURCHASE PRICE (EXCLUSIVE OF VAT)	**R**	**R**
10% DEPOSIT	**R**	
7.5% AUCTIONEERS COMMISSION	**R**	
15% VAT ON COMM	**R**	
TOTAL MONIES	**R**	

BANKING DETAILS AS FOLLOWS:

PROPERTY TRUST ACCOUNT
ACCOUNT NUMBER: 405 334 2542
BRANCH CODE: 632 005
WINELANDS AUCTION GALLERY (PTY) LTD
ABSA BANK SOMERSET WEST

Please email proof of payment to sabine@michaeljames.co.za

FICA DOCUMENTS REQUIRED

FOR

DIFFERENT ENTITIES & TRANSACTIONS

INDIVIDUALS

1. Copy of ID document (SA Citizens) / Passport (foreign nationals)
2. Proof of residential address (not older than 3 months)
3. Copy of SARS document confirming income tax number
4. Bank account confirmation letter (not older than 3 months)

TRUST

1. Copy of the Trust Deed
2. Copy of Letter (s) of Authority
3. Copy of SARS document confirming income tax / VAT registration number for trust
4. Resolution signed by all trustees nominating the authorised signatory / representative
5. Bank account confirmation letter of trust (not older than 3 months)
6. For the authorised signatory / representative, each trustee, beneficiary and founder of the trust, the following is required:
    - Copy of ID document
    - Proof of residential address (not older than 3 months)
7. Proof of source of funds. Download list of acceptable proof of source of funds

COMPANY

1. Company CIPC registration documents
2. Proof of business address (not older than 3 months), if different from registered address
3. Copy of SARS document confirming income tax / VAT registration number for company

4. Resolution on company letterhead signed by all directors nominating authorised signatory / representative
5. Bank account confirmation letter of company (not older than 3 months)
6. For the authorised signatory / representative and/or CEO, each director and each person or corporation with a shareholding of 25% or more in the company, the following is required:
    - Copy of ID document
    - Proof of residential address (not older than 3 months)
7. Register of Shareholders / written statement from the entity showing ownership and control structure of the company (shareholding diagram)
8. Proof of source of funds. Download list of acceptable proof of source of funds

CLOSE CORPORATION

1. Copy of Founding Statement (CK1)
2. Certificate of Incorporation (if applicable, CK2 for any amendments to the Founding Statement)
3. Proof of business address, if different from registered address (not older than 3 months)
4. Copy of SARS document confirming income tax / VAT registration number for the CC
5. Resolution on the CC letterhead signed by all the members nominating one signatory / representative
6. Bank account confirmation letter of the CC (not older than 3 months)
7. For the authorised signatory / representative and each member of the CC, the following is required:
    - Copy of ID document
    - Proof of residential address (not older than 3 months)
8. Proof of source of funds. Download list of acceptable proof of source of funds

PARTNERSHIP

1. Copy of Partnership Agreement
2. Proof of business address (not older than 3 months)
3. Resolution signed by all the partners nominating authorised signatory / representative
4. Copy of SARS document confirming income tax / VAT registration number for the Partnership
5. Bank account confirmation letter of the Partnership (not older than 3 months)

6. For the authorised signatory / representative and each partner, the following is required:
    - Copy of ID document
    - Proof of residential address (not older than 3 months)
7. Proof of source of funds. Download list of acceptable proof of source of funds

UNINCORPORATED ENTITIES (e.g. CLUBS, CHURCHES)

1. Copy of document confirming list of all individuals who exercise control over the entity (constitution or similar document)
2. Resolution signed by all individuals who exercise control over the entity nominating authorised signatory / representative
3. Proof of physical address for the entity (not older than 3 months)
4. Copy of SARS document confirming income tax / VAT registration number for the entity
5. Bank account confirmation letter of entity (not older than 3 months)
6. For the authorised signatory / representative and member or partner, the following is required:
    - Copy of ID document
    - Proof of residential address (not older than 3 months)
7. Proof of source of funds. Download list of acceptable proof of source of funds

NON-RESIDENT INDIVIDUAL

1. Copy of foreign ID document / Passport
2. Proof of residential address (not older than 3 months)

   Should you not have proof of residential address in your name, you may provide a declaration by a third party confirming that you share a residential address with them. Provide the third party's proof of ID document and proof of residential address (not older than 3 months)

   Download and complete the Joint Residential Address Declaration
3. Document confirming tax registration number
4. Bank account confirmation letter confirming foreign bank details

   For **investment products** (i.e. retirement annuity, equity linked living annuity, voluntary investment plan, tax free investment plan & endowment), payment shall not be effected to non-resident bank accounts

Should you wish to confirm alternative arrangements, please contact your service provider For **stockbroking products** (i.e. local shares, off shore shares and ETP's), payments to non-resident bank accounts shall be accommodated

5. Proof of source of funds. Download list of acceptable proof of source of funds

NON-RESIDENT COMPANY

1. Copy of foreign company registration documents
2. Proof of business address, if different from registered address (not older than 3 months)
3. Document confirming tax registration number for the company
4. Resolution on the company letter head signed by all directors nominating one signatory / representative
5. Bank account confirmation letter confirming foreign bank account details (not older than 3 months)
6. For the authorised signatory / representative and/or CEO, each director and each person or corporation with a shareholding of 25% or more in the company, the following is required:
7. Copy of ID document / Passport
8. Proof of residential address (not older than 3 months)
9. Register of Shareholders / written statement from the entity showing ownership and control structure of the company (shareholding diagram)
10. Proof of source of funds. Download list of acceptable proof of source of funds