

Let our



do the talking!

*Bambalela Trou en
Konferensielokaal
Grootte: 6.9971 ha*

*Veiling
23 Februarie 2013 om 11:00*

Succeed With





HEAD OFFICE
Clear Creek Trading 66 (PTY) Ltd t/a SA Auction Group
Registration no: 2008/003218/07
VAT no: 4880244928
Tel: 0860 110 851 / Fax: 086 650 1358
8 Carolina Smallholding
Kimberley road, Bainsvlei, Bloemfontein
www.saauctiongroup.co.za

BUYERS GUIDE

WELCOME TO ANOTHER SA AUCTION GROUP AUCTION

* Bambalela Estate *

REGISTRATION DEPOSIT: Copy of ID required.

BANKING DETAILS: ACCOUNT HOLDER: Clear Creek Trading 66 (Pty) Ltd t/a
SA AUCTION GROUP
Bank : ABSA
Account No : 407 473 0267
Branch code : 632005
Branch : BRANDWAG

STANDARD CONDITIONS OF SALE: Please refer to our Terms and Conditions as per your buyer's card.

FINANCE: PLEASE NOTE THAT NO PURCHASE IS SUBJECT TO OBTAINING FINANCE. ALL POTENTIAL BUYERS MUST MAKE SURE THAT THERE FINANCE IS IN PLACE BEFORE BIDDING ON THE AUCTION.

BUYER'S PREMIUM: The purchaser is responsible for Auctioneer's commission totalling an amount of 8.5% **EXCLUSIVE OF VAT**, in addition to the highest bid. The auctioneers shall have the right, on confirmation, to deduct such commission (plus VAT) and costs from the deposit paid in terms hereof, which commission shall be deemed to have been earned on confirmation of the sale by the seller/s.

DEPOSIT: The purchaser/s shall immediately pay 10% deposit of the highest bid being to the Auctioneer by way of bank guaranteed cheques acceptable to the Auctioneer.

CONFIRMATION PERIOD: The property will be provisionally sold to the highest bidder subject to confirmation of the sale by the seller/s within (7) seven days and the highest bidder will be bound by his bid for (7) seven days from date of signature of these conditions by the Purchaser/s.

GUARANTEES: In respect of the balance of the Purchase price, the Purchaser/s shall within twenty one (21) days after confirmation of these conditions by the Seller/s, furnish the Seller/s with a bank guarantee of such other irrevocable guarantee acceptable to the Seller/s for the balance of the Purchase price.

INDEMNITY:

- 1.1.A. By my/our signature hereto, I/we indemnify and hold harmless CLEAR CREEK TRADING 66 (PTY) LTD t/a SA AUCTION GROUP, (here after referred to as "SA AUCTION GROUP"):
- 1.1.1.1. In respect of any claim of whatsoever nature which I/we may have against SA AUCTION GROUP arising out of or in connection with the auction and me/us being present at such auction;
- 1.1.1.2. Relating to any death, loss, injuries or damages of whatsoever nature and howsoever arising which I/we may suffer arising out of or in connection with the auction and me/us being present at such auction.
- 1.1.2. By my/our signature on the buyer's card, we regard these terms and conditions as binding on our executors, Legatees, Heirs, Successors in title and or assigned, respectively.

*BAMBALELA TROU EN
KONFERENSIELOKAAL
6.9971 HA*

*TROU EN KONFERENSIELOKAAL
EN LOS BATES*



EIENDOM BESKRYWING

Eiendom: Plaas

Plaas naam: Bambalela

Plaas nommer: 164

Gedeelte: 0 (restant)

Registrasie Afdeling: Bloemfontein RD

Titel Akte T13080/2010

Grootte: 6.9971 ha

Verbeterings:

- 3 Slaapkamer woonhuis
- Nuwe fondasie vir 4 slaapkamers
- Dubbel motorhuis wat verleng is met ingeboude stoorkamer
- Buite kantoor
- Saalkamer
- 2 Perdestalle met voerkamer
- Sinkstoor met 5 voertuigafdakke
- Stoorkamer omskep in 3 slaapkamer woonstel (sonstoep, kombuis & badkamer)
- Oopplan sit/eetkamer/kombuis.





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BUYERS GUIDE

WELCOME TO ANOTHER SA AUCTION GROUP AUCTION SATURDAY 23 FEBRUARY 2013 @ 11:00 PLOT 164, ROODEWAL

* LOOSE ASSETS *

REGISTRATION DEPOSIT: Copy of ID required no deposit.

PAYMENT: All purchases are to be paid in full by **Monday 28 February 2013 @ 12:00** on site by electronic transfer or bank guaranteed cheque.

No goods shall be released if funds are not cleared in SA Auction Group bank account.

Cash deposit into our bank account will be charged a 1.5% cash fee of the invoice amount.

Buyers being financed by financial institutions must provide written proof from the institution of a 100% bank finance on registration, and on the fall of the hammer pay 20% deposit on the invoice amount. Interest on bank invoices will be charged if not paid within 48 hours after issue.

BANKING DETAILS: ACCOUNT HOLDER:

Clear Creek Trading 66 (Pty) Ltd t/a

SA AUCTION GROUP

Bank : ABSA
Account No : 407 473 0267
Branch code : 632005
Branch : BRANDWAG

STANDARD CONDITIONS OF SALE: Please refer to our Terms and Conditions as per your buyer's card. These conditions shall be binding on all bidders.

BUYER'S PREMIUM: The purchaser is responsible for Auctioneer's commission totalling an amount of 8.5% **EXCLUSIVE OF VAT**, on loose assets, in addition to the highest bid. The auctioneers shall have the right, on confirmation, to deduct such commission (plus VAT) and costs from the deposit paid in terms hereof, which commission shall be deemed to have been earned on confirmation of the sale by the seller/s.

DISPATCHING: There will be no dispatching of goods during the auction sale – **No exceptions will be made.**

Dispatch must be within 24hrs from completion of the auction. **NO EXCEPTIONS.** All purchases are to be removed at the buyers own risk. Dispatching time is as follows:

Saturday 23 February 2013

From Conclusion of sale to 4:30pm

If purchased goods are not removed by purchaser by **Monday 25 February 2013** all risks, including that of theft and damages, but not limited thereto, shall pass to the Purchaser. The Purchaser shall have no claim against SA Auction Group for any damages whatsoever.

VEHICLE DOCUMENTATION FEE: There will be an amount of R950.00, **excluding of VAT**, vehicle paper processing fee charged per vehicle. Each & every lot will be sold as is, where is, with no guarantees or warranties, express or implied. All information regarding the lots in the buyers guide are statements of opinion only and shall never imply any guarantees as to the correctness of completeness of any information supplied either verbally or writing about any lot. Mileages and year models supplied are not guaranteed and should be checked by the purchaser.

V.A.T. : All bids are exclusive of VAT, 14% VAT will be charged on all purchases, which will be added to the buyer's invoice.

INDEMNITY:

- I. By my/our signature hereto, I/we indemnify and hold harmless CLEAR CREEK TRADING 66 (PTY) LTD t/a SA AUCTION GROUP, (hereinafter referred to as "SA AUCTION GROUP"):
- II. In respect of any claim of whatsoever nature which I/we may have against SA AUCTION GROUP arising out of or in connection with the auction and me/us being present at such auction;
 - i. Relating to any death, loss, injuries or damages of whatsoever nature and howsoever arising which I/we may suffer arising out of or in connection with the auction and me/us being present at such auction.
 - ii. By my/our signature on the buyer's card, we regard these terms and conditions as binding on our executors, Legatees, Heirs, Successors in title and or assigns, respectively.

**THE AUCTIONEER RESERVES THE RIGHT TO REVOKE ANY BID CARD AT ANY TIME.
THE AUCTIONEER IS NOT RESPONSIBLE FOR ANY ERROR IN DESCRIPTION.**

Buyers Catalogue
Prepared By : Clear Creek Trading 66 t/a SA Auction Group

Date Printed : 2013/02/05

Page : 1

Auction : SA AUCTION GROUP Auction Date : 23-02-2013

| Lot | Qty | Description | Lot | Qty | Description |
|-----|-----|---|-----|-----|-------------|
| 001 | 1 | STEEL TABLE | | | |
| 002 | 1 | LOT SCRAP | | | |
| 003 | 4 | BOLTED SHELVING | | | |
| 004 | 1 | NEOCOOL 36000 BTU SPLIT UNIT AIRCON (SINGLE PHASE) | | | |
| 005 | 62 | STEEL BARRIERS | | | |
| 006 | 1 | "HAMERMEUL" | | | |
| 007 | 1 | "SLEEP-EG" | | | |
| 008 | 1 | LOT "HOUT SPARRE & PALE" | | | |
| 009 | 1 | FALCON F40/120 SLASHER | | | |
| 010 | 1 | FORD 3000 TRACTOR (NO PAPERS) | | | |
| 011 | 1 | 260 X "B GRAADSE LUSERN BALE" | | | |
| 012 | 1 | "PLOEGRAAM" | | | |
| 013 | 1 | " 3 SKAAR PLOEG" | | | |
| 014 | 1 | " TROLLIE LEER" | | | |
| 015 | 1 | 2 X "STAALKRIPPE" | | | |
| 016 | 1 | "SEMENT KRIP" | | | |
| 017 | 1 | 3 X CONCRETE TABLES | | | |
| 018 | 1 | "SKAAP WEEGKRAT" | | | |
| 019 | 1 | SCALE & LOAD SELLS | | | |

Items with * means no VAT







AJ Nel Feb. (Elk, Nov)



DEPARTMENT: WATER AFFAIRS AND FORESTRY

National Register of Water Use Certificate 23067583

Taking water from a water resource in terms of Section 21(a) of the National Water Act

Water Use Identification

| | |
|-----------------------|------------|
| Register Number: | 23067583 |
| Water Use Number: | 1 |
| Water Use Start Date: | 2004/10/01 |
| Water Use Status: | REGISTERED |

Water Use Details

| | | |
|---|-----------------------------|-----------------|
| Water Use Sector (i.e. Purpose of Water Use): | AGRICULTURE: IRRIGATION | |
| Source Type: | RIVER/STREAM | |
| Water Resource Name: | RENOSTERSPRUIT | |
| Point of Abstraction: | Latitude | Longitude |
| | 29° 4' 40" south | 26° 21' 0" east |
| Projection Type: | CAPE (MODIFIED CLARKE 1880) | |
| Quaternary Drainage Region: | C52F | |

Registered Volumes

| Start Date | Registered Volume (m³) | Time Interval |
|------------|------------------------|---------------|
| 2004/10/01 | 56980 | PER YEAR |

Comment

IRRIGATED FIELD AND CROP INFORMATION:
7.0 HECTARES LUCERNE @ 8 140 CUBIC METRES PER YEAR.

DISCLAIMER:

This certificate is :-

1. not an acknowledgement of an entitlement to the registered water use;
2. issued without alterations or erasures and is invalid if it contains alterations not in conformity with the Department's official copy; and
3. in substitution of any National Register of Water Use Certificate the Department may have previously issued and the information is valid as at the date of issue.

However, in the case of the water use having been identified as licensed water use, this certificate is not to be regarded as a replacement of the applicable licence certificate. The licence conditions that are applicable to the water use are not currently incorporated in this National Register of Water Use certificate.



DEPARTMENT: WATER AFFAIRS AND FORESTRY

National Register of Water Use Certificate 23067583

National Register of Water Use Certificate 23067583 is issued in terms of the National Water Act (Act 36 of 1998)

Applicant

Applicant Type: COMPANY
 Name: PALM TRUST
 Business Registration Number: IT276/2001
 Address: PRIVATE BAG X01
 POSTNET, SUITE 193
 BRANDHOF
 9324

VAT Registration Number:

Property

Deeds Office: BLOEMFONTEIN
 Administrative District: BLOEMFONTEIN
 Property Name: ROODEWAL SMALL HOLDINGS 164 - PORTION 1 DISTRICT
 Property Number: 164
 Portion of Property: 1
 Title Deed Number: T15586/2004

Property Owner

Name: PALM TRUST
 Address: PRIVATE BAG X01
 POSTNET, SUITE 193
 BRANDHOF
 9324

Water Management Area

Name: UPPER ORANGE

Water Uses

Section 21(a) Taking water from a water resource.

See attached Annexure(s)

A.G. Visser
 7/07/2005
A.G. Visser
 CE: WRM Upper Orange
 Free State Region
 Office: Free State Region

DEPARTMENT OF WATER AFFAIRS AND FORESTRY
 FREE STATE REGION
 P.O. BOX FOSBUS 528
 2005 -07- 07
 BLOEMFONTEIN 0300
 VRYSTAATSTREEK
 DEPT. VAN WATERWES EN BOSBOU
 Make Stamp of issuing office

DISCLAIMER:

This certificate is :-

- not an acknowledgement of an entitlement to the registered water use;
 - issued without alterations or erasures and is invalid if it contains alterations not in conformity with the Department's official copy; and
 - in substitution of any National Register of Water Use Certificate the Department may have previously issued and the information is valid as at the date of issue.
- However, in the case of the water use having been identified as licensed water use, this certificate is not to be regarded as a replacement of the applicable licence certificate. The licence conditions that are applicable to the water use are not currently incorporated in this National Register of Water Use certificate.



DEPARTMENT: WATER AFFAIRS AND FORESTRY: FREE STATE

P.O. Box 528, Bloemfontein, 9300
 Sanlam Plaza Building, c/o Maitland & East Burger Streets, Bloemfontein
 Tel: (051) 430-3134, Fax: (051) 430-8146

Me S du Plessis

Tel: 051 4059246

Ons Verwysing: 27/2/1/C52F/37

07 JUL 2005

Trust
 Privaat Sak X01
 POSTNET, SUITE 193
 RANDHOF
 9324

Geagte Watergebruiker

**HOER ORANJE WATERBESTUURSGBIED : REGISTRASIE VAN WATERGEBRUIKE OP
 ROODEWAL KLEIN HOEWES 164 GEDEELTE 1 :DISTRIK BLOEMFONTEIN : REGISTRASIE
 SERTIFIKAAT**

U aansoek om die registrasie van watergebruike op Roodewal klein hoewes 164 gedeelte 1, verwys.

1. Hierby aangeheg ontvang u registrasie sertifikaat met registernommer 23067583 wat die ingelyste watergebruike wat geregistreer is aandui. Erken asseblief die ontvangs van hierdie sertifikaat per kerende pos, 'n gefrankeerde koevert en ontvangsbewys word gerieflikheidshalwe hierby ingesluit.
2. Enige verskil met die inligting soos vervat in die registrasie sertifikaat moet binne 30 dae, van die datum van hierdie skrywe, aan bogenoemde kantoor rapporteer word.
3. Vir die wysiging van 'n watergebruik, of die de-registrasie van van 'n watergebruik ingevolge Regulasie 8 van Regulasie R.1352 gedateer 12 November 1999, moet daar op 'n amptelike vorm, wat verkrygbaar is by hierdie Departement, aansoek gedoen word.

Kontak bogenoemde kantoor vir enige navrae in hierdie verband.

Die uwe.


 STREEK DIREKTEUR: VRYSTAAT

SA Auction Group

Whatever your disposable assets might be, it does not matter how small or how big, SA Auction Group will guarantee a once in a life time auction experience for you, and the profits to remember it by.

This is the Auction platform for the future.

The success of our auctions we owe to our auctioneers, who all share these fine characteristics:

- In-depth knowledge of the product or commodity they auction.
- the way they understand their bidders and what vital information they gather on them beforehand.
- a gifted sense to attract attention to the sale.

SA Auction Group will meet with you, appraise what you want to auction and then draw up a proposal outlining cost, time, location etc. With SA Auction Group you can be rest assured that your assets will be turned into ready-to-go cash.

SA Auction Group place high importance on professional ethics and always aim to supply a professional and trustworthy service, based on sound business principals driven by a highly motivated and qualified management team.

• Auctions • Valuations • Storage • Sales

Head Office

Managing director: Rudi Herbst 082 695 6658

Address: 8 Carolina Smallholdings
Kimberley road
Bainsvlei
Bloemfontein

Contact Details

Tel: 0860 110 851
Cell: 079 429 3077
Fax: 086 247 5656
Email: pa@saauctiongroup.co.za

SA Auction Group Freestate

Address: 8 Carolina Smallholdings
Kimberley road
Bainsvlei
Bloemfontein

Contact Details

Tel: 051 445 2031/2
Cell: 076 153 2843
Fax: 086 658 1133
Email: auctionsfs@saauctiongroup.co.za

SA Auction Group Gauteng

Operational Director: Jacques le Roux 082 903 5453

Address: 636 Craig Street
Rietvlei View Country Estate
Pretoria
0043

Gauteng Repo Yard

Address: Small Holding 254
Modder East Orchards
Delmas/Babsfontein Off Ramp
Next to N12

Contact Details

Tel: 079 418 2461
Fax: 0860 110 851
Email: auctionsgp@saauctiongroup.co.za

SA Auction Group Western Cape

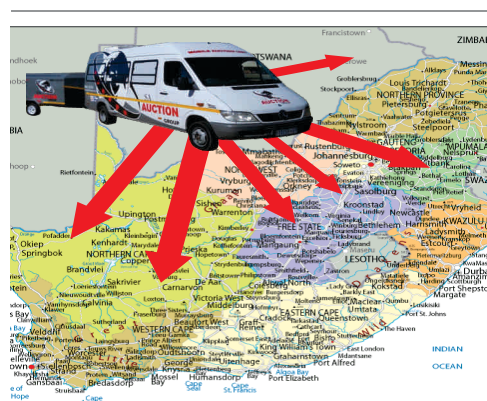
Director: Christo Boshoff 082 871 6066

Address: Unit 506
5th Floor, 118 St Georges Mall/Wandellaan
Kaapstad
8001

Contact Details

Tel: 021 823 7700
Cell: 082 871 6066
Fax: 086 585 7138
Email: christo@saauctiongroup.co.za

MOBILE AUCTION UNIT



Unique to SA Auction Group - A bus conversion/mobile office used exclusively for onsite auctions.

PROPERTY AUCTION CONDITION OF SALE

AGREEMENT OF PURCHASE AND SALE OF IMMOVABLE PROPERTY INCORPORATING CONDITIONS OF SALE

ENTERED INTO BETWEEN:

ALBERT ALEXANDER PIENAAR

ID: 6206205011080

("The Seller/s")

AND

_____ ID _____

("the Purchaser/s")

The Seller/s offered for sale by auction the property (as described herein below) subject to the conditions of sale contained herein.

By the Purchaser/s signing this agreement the Purchaser/s agrees to purchase the property (as described herein below) for the purchase price referred to below subject to the confirmation by the Seller/s as mentioned in the conditions of sale.

A. PURCHASE PRICE

A.1. HIGHEST BID _____

A.2. VAT ON BID _____

A.3. AUCTIONEER'S COMMISSION _____

A.4. VAT ON COMMISSION _____

TOTAL (INCLUDING VAT) _____

_____ Seller/s

_____ Auctioneers

_____ Purchaser/s

PROPERTY AUCTION CONDITION OF SALE

B. DEFAULT

- B.1. Should either or any party breach any terms of the Agreement of Purchase of Sale incorporating the Conditions of Sale and fail to remedy such breach within 7 (seven) days of either hand delivery of a notice or despatch by pre paid registered post of the notice posted or per electronic mail (email), stipulated herein, to the defaulting parties domicilium, calling upon the defaulting party to remedy the breach the injured party shall :
- B.2. If the injured party is the Seller/s, be entitled without prejudice to the Seller/s other rights in law, to claim specific performance or payment of all amounts owing (whether due or not). In the event of the Seller/s electing to cancel the Agreement, if the Seller/s is the injured party, the Seller/s shall be entitled to retain as a pre-estimation of damages all sums paid to the Seller/s by the Purchaser/s and the Purchaser/s shall have no claim of whatsoever nature to the sums of money already paid by him to the Seller/s. Furthermore, the Purchaser/s shall forthwith deliver occupation of the Property to the Seller/s at the Purchaser's expense.
- B.3. If the injured party is/are the Purchaser/s, be entitled, without prejudice to the Purchaser's other rights in law to obtain an Order for specific performance against the Seller/s or to cancel the Agreement and institute any action for damages sustained. The Purchaser/s shall vacate the Property and leave same in good order and repair as at date of signature hereof, fair wear and tear excepted.
- B.4. The Parties agree that should either the Seller/s and/or Purchaser/s cancel the Agreement of Purchase of Sale incorporating the Conditions of Sale for any reason whatsoever, the Auctioneers shall still be entitled to its commission (including VAT) and both the Seller/s and/or Purchaser/s shall will be jointly and severally liable in solidum for payment thereof.

C. SOLE AGREEMENT

- C.1. This Agreement of Purchase of Sale incorporating the Conditions of Sale being Annexure A hereto, constitutes the entire contract between the Seller/s and the Purchaser/s and no representations, warranties or statements made on behalf of any party, prior to, during or after the auction and/or sale shall be of any force and/or effect unless reduced to writing and incorporated herein.
- C.2. The Seller/s and/or the Auctioneers, their/its employees and it's agents or representatives make no valid and binding representations of what so ever nature other than those expressly contained herein.

D. NON VARIATION

- D.1. No variation or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by all the effected parties or their duly authorised representatives.

Seller/s

Auctioneers

Purchaser/s

PROPERTY AUCTION CONDITION OF SALE

ANNEXURE A CONDITIONS OF SALE (OF IMMOVABLE PROPERTY)

The following are conditions of sale whereby certain fixed Property known as:

Property Type: AGRICULTURAL HOLDING
Holdings Area: ROODEWAL SMALL HOLDINGS
Holdings nr: 164
Portion nr: 1
In Total Extent of: 6.9971 ha

Held under Deed of Transfer No: T13080/2012

(herein referred to as "**the Property**")

will be offered for sale on the ___ day of _____ at _____, at _____ for the account of the Seller/s:

 (herein referred to as "**the Seller/s**")

1. The Property will be provisionally sold to the highest bidder subject to confirmation of the sale by the Seller/s within fourteen (14) days and the highest bidder will be bound by his bid for fourteen (14) days from date of signature of these conditions by the Purchaser/s.
2. The Agreement of Purchase of Sale incorporating the Conditions of Sale shall serve as a deed of sale, whether the Property is sold by public auction or by private treaty.
3. The Auction is being conducted by the Auctioneers who reserve to themselves the right to refuse any bid without giving any reason for such refusal. In the event of a dispute between bidders or between any bidder and the Auctioneers, the Property will immediately be re-auctioned.
4. The highest bidder will, immediately after the sale, sign these conditions and if the Purchaser/s purchases on behalf of a principal, he/she will divulge the name of such principal upon signature hereof. The Seller/s however, will sign the conditions only upon confirmation of the sale.

 Seller/s

 Auctioneers

 Purchaser/s

PROPERTY AUCTION CONDITION OF SALE

5. Neither the Seller/s nor the Auctioneers will be responsible for the accuracy of any statement made in any advertisement or other notice of sale of the Property relating to its situation, improvements, quality, extent or other detail and no compensation will be claimable in respect of any error so made and prospective Purchaser/s should themselves check the accuracy of such statement and any other conditions relating to the Property prior to the sale thereof.
6. The Property is sold as described in the existing Title Deeds and is subject to all servitudes, conditions, etc, as described therein. The Seller/s or the Auctioneers cannot be held responsible for any shortage should the Property be re-surveyed and by the same token, the Seller/s will not benefit by any surplus in the event of there being such a surplus.
7. In the event of any error being made by the Auctioneers, such error will not be binding on the Seller/s or the Auctioneers, nor shall the Seller/s and/or Purchaser/s have any right, remedy or claim of any nature whatsoever against the Auctioneers for any loss, damage (whether general, special or consequential), expense or injury which may be suffered by the Seller/s and/or Purchaser/s, directly or indirectly, arising out of or relating to this Agreement of Purchase of Sale incorporating the Conditions of Sale and/or auction and/or private treaty, irrespective of whether or not such loss, damage, expense or injury shall have been caused by the negligence of the Auctioneers or any person for whose acts or omissions the Auctioneers' is vicariously liable.
8. The Purchaser/s acknowledges and/or warrants that
 - 8.1. he/she has inspected the Property and Title Deed; and
 - 8.2. he/she is satisfied with the condition of the property, the condition of the improvements thereon, and the description thereof; and
 - 8.3. that the Seller/s and/or the Auctioneers and/or their agents have made no representations or given any guarantees as to the condition and state of the property
 - 8.4. that the Property is sold and purchased "voetstoots".
9. The Seller/s and the Purchaser/s agree that the Auctioneers, its employees and/or its agents and/or its representatives make no valid and binding representations of what so ever nature other than those expressly contained herein.
10. This sale does not include any loose assets found on the Property excepting for any loose assets specifically mentioned in herein.

Seller/s

Auctioneers

Purchaser/s

Page 5 of 10

PROPERTY AUCTION CONDITION OF SALE

11. The Seller/s, the Auctioneers and the Purchaser/s agree to the jurisdiction of the Magistrate's Court in the event of any action which may arise from this sale. The Seller/s and/or the Auctioneers, shall, at his/her/their/its sole discretion, be entitled to institute an action in any competent division of the High Court of South Africa if it elects to do so and reserves his/her/their/its rights to institute action in the High Court and to charge High Court tariff.
12. The Purchaser/s will not be entitled to make any additions or alterations to the Property prior to registration thereof in his/her/their name without the written consent of the Seller/s. The Purchaser/s undertakes to keep the Property in the same good order until date of transfer into his/her/their name or of re-delivery to the Seller/s in the event of this agreement being cancelled for any reason whatsoever. If, in the Seller/s's opinion, the Property has not been kept in good order, the Seller/s will be entitled, without notice to the Purchaser/s, to undisturbed and immediate access to the Property and to have the Property restored to good order. Any such costs incurred will be for the account of the Purchaser/s.
13. Conveyancers appointed by the Auctioneers shall attend to the registration of the transfer of the Property into the name of the Purchaser/s. The Purchaser/s will be liable for and shall pay to the conveyancer, on demand, all the costs of transfer, transfer duty or VAT, whichever is applicable, and all rates and taxes and municipal and other charges levied on the Property from the date of occupation of the Property by the Purchaser/s to the date of registration of the Property.
14. Value Added Tax shall be added to the Purchase Price where appropriate and upon signature of Agreement of Purchase of Sale incorporating the Conditions of Sale and the Purchaser/s shall immediately pay 10 % of the highest bid being to the Auctioneers by way of bank guaranteed cheque acceptable to the Auctioneers, or in cash.
15. In respect of the balance of the Purchase price, the Purchaser/s shall within twenty one (21) days after confirmation of these conditions by the Seller/s, furnish the Seller/s with a bank guarantee or such other irrevocable guarantee acceptable to the Seller/s for the balance of the Purchase price and all other costs payable to the Seller/s's conveyancers stipulated herein. The said guarantee shall provide for interest at the rate of **13,5% (thirteen and one half percent)** calculated from the occupation date of the Property by the Purchaser/s to the date of registration of transfer of the Property. In the event of the sale not being confirmed by the Seller/s, the amount paid by the Purchaser/s will be refunded to the Purchaser/s exclusive of interest.
16. The Purchaser/s is responsible for Auctioneers' commission totalling an amount of 10 % excluding VAT, in addition to the highest bid. The Auctioneers shall have the right, on confirmation, to deduct such commission (plus VAT) and costs from the deposit paid in terms hereof, which commission shall be deemed to have been earned on confirmation of the sale by the Seller/s.

Seller/s

Auctioneers

Purchaser/s

Page 6 of 10

PROPERTY AUCTION CONDITION OF SALE

17. Occupation of the Property shall be given to the Purchaser/s on date of acceptance of irrevocable guarantees. In the event of there being a reason why occupation cannot be given as aforesaid, the Purchaser/s shall advise the Seller/s of such hindrance and shall do so in writing and the Seller/s shall thereafter have Fourteen (14) days to take steps to rectify the problem to give the Purchaser/s occupancy.
18. The Seller/s will be responsible for all charges and costs relating to the Property including rates and taxes to the date of occupation by the Purchaser/s.
19. From date of occupation the Property will be at the Purchaser's risk, and will become the Purchaser's responsibility from which time the Purchaser/s will be responsible for all charges and costs relating to the Property.
20. Transfer of the Property will be passed into the name of the Purchaser/s as soon as reasonably possible, after the costs mentioned in Paragraph 13 hereof and the balance of the Purchase price as well as the occupational interest has been paid to the Seller/s's conveyancers.
21. In the event of the Seller/s declining to sign these conditions of sale, he/they shall not be called upon to furnish reasons therefore.
22. In the event of the Purchaser/s being in breach of any of the conditions hereof as at the due date, the Seller/s or his/their agent will be entitled without prior notice to the Purchaser/s to:
 - 22.1. Cancel the sale by written notice transmitted by fax to the Purchaser's fax number which appears on page 4 of these conditions and all amounts paid by the Purchaser/s to date will be forfeited as "roukoop" and genuine pre-estimated damages and the Seller/s reserves his/their rights to claim any further damages from the Purchaser/s – or
 - 22.2. Immediately claim the full purchase price and implementation of the conditions hereof,
23. The Purchaser/s hereby undertakes to pay all attorney and client costs, tracing fees and collection charges incurred by the Seller/s to obtain payment of the amounts due in terms of these conditions including interest at the maximum possible rate from date of signature hereof to date of payment.
24. The parties hereto agree that their respective addresses and/or fax numbers as set out herein will serve as their domicilium citandi et executandi - in other words, the addresses to which all notices or documents relating to this agreement of sale, may be addressed.
25. Any extension of time or other concession granted by the Seller/s and/or the Auctioneers to the Purchaser/s shall not be deemed to be a waiver of the Seller/s and/or the Auctioneers rights or to affect them in any way in terms hereof.

Seller/s

Auctioneers

Purchaser/s

Page 7 of 10

PROPERTY AUCTION CONDITION OF SALE

26. COMPANIES/CLOSE CORPORATIONS FORMED OR TO BE FORMED:

- 26.1. In the event of the party signing as Purchaser/s acting as Trustee for a Company/Close Corporation or a Trust formed or to be formed, then that signatory binds himself/herself in his/her personal capacity as co-principal debtor for all the obligations herein created and will be responsible to the Seller/s as if he/she was the Purchaser/s in terms of this deed of sale.
- 26.2. In the event of the Company/Close Corporation not being incorporated and/or registered within a reasonable time (30 days), then the signatory hereto on behalf of such Company/Close Corporation, shall be treated in his/her personal capacity as Purchaser/s and shall be liable for all the obligations herein contained as if he/she were the actual Purchaser/s.
- 26.3. Notwithstanding the foregoing, the signatory hereto shall be responsible in his/her personal capacity if:-
- 26.3.1. The Company/Close Corporation to be formed is not incorporated and/or registered prior to the date on which the guarantees were to have been delivered.
- 26.3.2. The Company/Close Corporation to be incorporated does not ratify this contract.
- 26.3.3. The Company/Close Corporation, despite ratification, fails to comply strictly with the terms the Agreement of Purchase of Sale incorporating the Conditions of Sale.
- 26.3.4. In the event of the signatory purchasing on behalf of a Trust and the Trust is not registered or ratifies this contract, all the above obligations shall apply to the signatory in his/her personal capacity.
- 26.3.5. In the event of there being more than one Purchaser/s reflected on this agreement, such Purchaser/s will be jointly and severally liable *in solidum* for the due and proper performance of all the parties' obligations in terms of this agreement and the parties hereto waive their rights under the *exception de duobus vel pluribus reis debendi*.
- 26.3.6. Should it transpire that the Power of Attorney in terms of which any Purchaser/s signs this agreement is for any reason invalid, then the signatory shall be liable in his/her personal capacity for all the above obligations of the Agreement of Purchase of Sale incorporating the Conditions of Sale.

27. The Seller/ss record that no agreement exists in relation to occupancy of the Property other than occupancy by the Seller/s. Should any other person or persons be in occupancy, such occupancy would not be subject to any valid lease, and the Purchaser/s shall, at his expense, arrange for the removal of such person or persons after confirmation.

 Seller/s

 Auctioneers

 Purchaser/s

PROPERTY AUCTION CONDITION OF SALE

28. The Seller/s shall be required to provide a Certificate of Compliance with regards to an electrical installation on the Property as set out in the Electrical Installations Regulation promulgated on the 23rd October 1992 in terms of the machinery and Occupational Safety Act No 6/1983. The Seller/s agrees to bear all costs necessary in order to obtain such a certificate.

29. The conditions of sale being Annexure A are incorporated in the Agreement of Purchase and Sale to be signed by the parties thereto *mutatis mutandis*.

DATED AT _____ ON THIS _____ DAY OF _____ 20 ____

AS WITNESSES:

7. _____

 AUCTIONEERS ACCEPTING BID

8. _____

AS WITNESSES:

9. _____

 PURCHASER AND SURETY
 SHOULD CLAUSE 26 APPLY

10. _____

SELLER/S:

I/We _____

in my/our capacity as the Seller/s:

HEREBY CONFIRM AND ACCEPT THIS SALE ON THE CONDITIONS AS HEREIN SET OUT

DATED AT _____ ON THIS _____ DAY OF _____ 20 ____

AS WITNESSES:

11. _____

 SELLER/S

12. _____

 Seller/s

 Auctioneers

 Purchaser/s



HEAD OFFICE
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Kimberley road, Bainsvlei, Bloemfontein
www.saauctiongroup.co.za

PROPERTY AUCTION CONDITION OF SALE

PURCHASER AND SELLER/S INFORMATION AND DOMICILLIA

PURCHASER:

FULL NAMES: _____

IDENTITY NUMBER _____

TELEPHONE NUMBERS _____

FAX NUMBERS _____

PHYSICAL ADDRESS _____

POSTAL ADDRESS _____

MARITAL STATUS _____

HUSBAND/WIFE'S FULL NAMES _____

IDENTITY NUMBER _____

SELLER/S:

FULL NAMES: _____

IDENTITY NUMBER _____

TELEPHONE NUMBERS _____

FAX NUMBERS _____

PHYSICAL ADDRESS _____

POSTAL ADDRESS _____

MARITAL STATUS _____

HUSBAND/WIFE'S FULL NAMES _____

IDENTITY NUMBER _____

Seller/s

Auctioneers

Purchaser/s