



TIRHANI
AUCTIONEERS

OFFER TO PURCHASE (OTP)
IN RESPECT OF IMMOVABLE PROPERTY

TIRHANI AUCTIONEERS GAUTENG CC
1 Centex Close, Eastgate Ext 4, Sandton, 2090
P.O. Box 2591, Rivonia, 2128
(the "AUCTIONEER")

duly instructed by

JM MASOMBUKA ATTORNEYS

(“the SELLER”)

hereby offer for sale by public auction the immovable PROPERTY known as:

Erf DESCRIPTION : Erf 30 RIAMARPARK KUNGWINI LOCAL

MUNICIPALITY GAUTENG

TITLE DEED NO : T150980/2004

EXTENT :1200 M²

(“the PROPERTY”)

Subject to the following conditions:

1. DEFINITIONS

In this OTP, unless the context otherwise requires, the terms defined in this article 1 shall have the meanings assigned alongside them and cognate expressions shall have corresponding meanings:

- 1.1. **“acceptance date”**: means the date on which the **SELLER** formally accepts the **OTP** during the **CONFIRMATION PERIOD**. **“confirmation date”** has the same meaning as **“acceptance date”**;
- 1.2. **“annexures”**: means attachments and schedules incorporated and forming part of the **OTP**;
- 1.3. **“auction date”**: means the date on which the auction of the property subject to the transaction in this **OTP** was conducted by the **AUCTIONEER**;
- 1.4. **“auctioneer”**: means Tirhani Auctioneers Gauteng cc, a close corporation duly incorporated in accordance with the laws of the Republic of South Africa with Registration Number 2008/016935/23.
- 1.5. **“balance of purchase price”**: means the settlement amount due and payable by the **PURCHASER** topping up the deposit contemplated in clause 12 herein;
- 1.6. **“business day”**: means any day in the Republic of South Africa which is not a Saturday, Sunday or official public holiday as prescribed by the Public Holidays Act, 1994;
- 1.7. **“commission”**: means the **AUCTIONEER’S** remuneration for marketing the auction, conducting the auction, negotiating the transaction between the Parties, and facilitating the processing of the **OTP** and conveyancing of the property;
- 1.8. **“confirmation period”**: means the period during which the **SELLER** must either accept and confirm or reject an **OTP** signed by the highest bidder declared the **PURCHASER** after the completion of an auction. The **PURCHASER** is bound by the **OTP** and shall not have the opportunity to withdraw his / her offer until the **SELLER** has confirmed the **OTP**, or the predetermined **CONFIRMATION PERIOD** has expired;
- 1.9. **“contract”**: means the **OTP** once it is accepted and signed by the **SELLER**, together with any incorporated annexures;
- 1.10. **“conveyancer”**: means the conveyancing attorneys nominated by the **SELLER** to attend to registration of transfer of the property into the names of the **PURCHASER**;
- 1.11. **“CPA”**: means the Consumer Protection Act, No. 68 of 2008 as amended together with Regulations 18-33;
- 1.12. **“deposit”**: means a part-payment of the **PURCHASE PRICE** payable by the **PURCHASER** upon signature of the **OTP** as a demonstration of his / her commitment to the conclusion of the transaction of purchasing the property;
- 1.13. **“OTP”**: means **“offer to purchase”**, a legally binding contract concluded by the Parties containing the terms and conditions of immovable property transactions.
- 1.14. **“parties”**: mean the **SELLER** and **PURCHASER** collectively. For purposes of this clause 1.14, **“party”** means any one of the Parties, as the context may require;
- 1.15. **“property”**: means the immovable property which is the subject matter of this **OTP**;

- 1.16. **“purchaser”**: means the highest bidder for a property offered on auction who is declared the **PURCHASER** when bidding closes on the online auction platform or when the auctioneer announces the sale of the item by dropping the hammer / gavel or in any other customary means. **“buyer”** has the same meaning as **“purchaser”**;
- 1.17. **“purchase price”**: means the price offered by the **PURCHASER** and accepted by the online auction platform or announced by the **AUCTIONEER** at the fall of the hammer / gavel or in any other customary means when bidding closes on a property. The **PURCHASE PRICE** is exclusive of VAT (if applicable), Transfer Duty (if applicable), **AUCTIONEER’S** commission (if applicable) and conveyancing fees;
- 1.18. **“rules of auction”**: means the terms and conditions governing the auction which facilitated the sale of the property, which is the subject matter of this **OTP**, together with any incorporated annexures;
- 1.19. **“seller”**: means a natural or juristic person who is the rightful owner of the property, and who has the right to sell the property, but is not necessarily the owner thereof;
- 1.20. **“signature date”**: means the date of signature of the **OTP** by the **SELLER**, after signature thereof by the **PURCHASER** at the conclusion of the auction;
- 1.21. **“transfer date”**: means the date of registration of transfer of the property into the names of the **PURCHASER** in the relevant Deeds Registry;
- 1.22. **“trust account”**: means Tirhani Auctioneers Gauteng cc’s Trust Account held at any registered South African bank and provided to the **BUYER** for the processing of transactions relating to this **OTP**; and
- 1.23. **“voetstoots”**: means the selling of property in its present condition on auction, **“as is”**, **“where is”**, with no express or implied guarantees or warranties regarding the condition and fitness of the property for a particular use.

2. INTERPRETATIONS

This OTP shall be interpreted according to the provisions contained in this article 2, unless the context requires otherwise:

- 2.1. The headings of articles and clauses in this **OTP** have been inserted for convenience only and shall not affect the interpretation of this **OTP**.
- 2.2. Any reference to:
 - 2.2.1. the one gender shall include the other gender;
 - 2.2.2. the singular shall include the plural, and vice versa; and
 - 2.2.3. natural persons shall include juristic persons (such as companies, trusts, associations, and any other created entities), and vice versa.
- 2.3. Words defined in a specific article or clause have the same meaning in all other articles or clauses of this **OTP**.
- 2.4. If there is any conflict between any reference to figures in numerals and in words, the words shall prevail.

- 2.5. Annexures or schedules to this **OTP** shall be deemed to be incorporated in and form part of this **OTP**.
- 2.6. Where the approval or consent of any Party is required in terms of this **OTP**, the Parties agree that such approval or consent shall not; unless expressly provided to the contrary, be unreasonably withheld or delayed by the Party required to give such approval or consent.
- 2.7. Unless provided specifically otherwise, the number of days prescribed to perform an act or indicated for any other purpose, is calculated by excluding the first day and including the last day, or where the last day falls on a day that is not a business day, the next succeeding business day.
- 2.8. The term "**including**"; the words "**include**", "**includes**" and "**including**" means "**include**", "**includes**" and "**including**" without limitation. The use of the word "**including**" followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it.

3. NATURE OF THE PROPERTY TRANSACTION CONCLUDED BY THIS OTP

- 3.1. Since this **OTP** arises from a public auction, it is governed by section 55 (1) of the CPA, and it incorporates the **AUCTIONEER'S "rules of auction"** in their entirety, which are annexed to this **OTP** marked "**ANNEXURE A**", and are downloadable on www.tirhani.co.za, and are also available at Tirhani Auctioneers' offices: No. 1 Centex Close, Corner Katherine Street, Eastgate Ext 4, Sandton.
- 3.2. The **PURCHASER** agrees that since the **OTP** arose from a public auction, the transaction was not contingent upon any inspection, financing or raising of a bond, sale of another property or any other suspensive condition, it being specifically recorded that the property was sold "**VOETSTOOTS**", on a non-suspensive basis, and in the present condition as it lies, "**as is**", "**where is**", with no express or implied guarantees, warranties, or representations regarding the condition and fitness of the property for a particular use.
- 3.3. The **PURCHASER** admits that he / she has inspected the property to his / her satisfaction, and that he / she was not induced into entering into this **OTP** and did not rely on any express or implied information, statement, advertisement, guarantees, warranties, or representations made by either the **SELLER(S)** or the **AUCTIONEER** when making the offer to purchase the property, unless recorded in this **OTP**.
- 3.4. Neither the **AUCTIONEER** nor the **SELLER(S)** give any warranty, guarantee or representations as to whether the property is free of any patent or latent defects, the nature, quality or legality of improvements, or the legality of any activities practiced thereon, and will not be held liable for any damages arising from same.
- 3.5. The property is sold subject to all existing servitudes and conditions of title, current or forthcoming land claims, legal or illegal occupants and/or expropriation applicable to the property and evidenced in the existing Title Deed of the specific property.
- 3.6. 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.

4. AUCTIONEER'S COMMISSION

4.1. Over and above the amounts payable in terms of clause 6.2 (6.2.1 – 6.2.2) herein, the **PURCHASER** understands and agrees that he / she is liable for the payment of the **AUCTIONEER'S** Commission amounting to:

R _____ (_____

_____ inclusive of VAT calculated at the rate of **6% (SIX PER CENTUM)** of the **HIGHEST BID**, plus VAT thereon.

4.2. The **AUCTIONEER'S** Commission is payable by the **PURCHASER** to the **AUCTIONEER** in cash or by way of electronic funds transfer (EFT) immediately upon signature of the **OTP** by the **PURCHASER** or upon demand by the **AUCTIONEER**. The **AUCTIONEER** will hold the commission in its Trust Account as the property of the **PURCHASER** until acceptance of the **OTP** by the **SELLER**.

4.3. The Parties agree that the **AUCTIONEER'S** commission is deemed to have been earned and payable to the **AUCTIONEER** immediately upon acceptance and confirmation of the **OTP** by the **SELLER** or his Agent.

4.4. Subject to the provisions of clause 4.3 herein, the Parties agree and approve that the **AUCTIONEER** shall be entitled to deduct its commission as a first charge from the deposit paid by the **PURCHASER** immediately after the **SELLER** accepts and confirms this **OTP**.

4.5. Should the **PURCHASER** fail to pay the **AUCTIONEER'S** Commission for any reason whatsoever, the **SELLER** hereby irrevocably instructs the **CONVEYANCER(S)** to pay the **AUCTIONEER'S** Commission or balance thereof to the **AUCTIONEER** from the **PURCHASE PRICE** as a first draw from the proceeds of the sale against registration of transfer of the **PROPERTY** into the name of the **PURCHASER**.

4.6. The **PURCHASER** shall be liable for any shortfall from the **PURCHASE PRICE** consequent to the deduction of the **AUCTIONEER'S** commission as contemplated in sub-clause 4.5 herein.

4.7. Should the **SELLER** not accept and confirm the **OTP**, or should the **CONFIRMATION PERIOD** expire without being extended, the **OTP** shall be regarded as null and void and be of no force and effect, and the **AUCTIONEER'S** commission paid by the **PURCHASER** will be refunded to the **PURCHASER** immediately.

4.8. Should the **SELLER'S** failure to accept and confirm the **OTP** as contemplated in sub-clause 4.7 herein amount to default by the **SELLER**, such default shall be dealt with in terms of the mandate signed by the **SELLER** and **AUCTIONEER** in terms of sub-regulations 22 (2) and (3) of the CPA.

4.9. The **AUCTIONEER** shall be entitled to, and the **PURCHASER** shall be deemed liable for the payment of the **AUCTIONEER'S** commission and / or damages in accordance with the provisions of clause 16.4 herein should the transaction not continue or be cancelled because of any failure by the **PURCHASER** to fulfil his obligations in terms of this **OTP**.

4.10. The **PURCHASER** shall be liable for the payment of any bank charges associated with the payment of the **AUCTIONEER'S** commission into the **AUCTIONEER'S** Trust Account.

4.11. The provisions of this article 4 are for the benefit of the **AUCTIONEER** who accepts such benefit.

5. OFFER TO PURCHASE, ACCEPTANCE AND CONFIRMATION

- 5.1. Pursuant to the conclusion of an auction duly conducted by the **AUCTIONEER** where the **PURCHASER** was declared the highest bidder and subsequently signed this **OTP**; the **PURCHASER** hereby offers to purchase the property from the **SELLER** on the terms and conditions contained in this **OTP**.
- 5.2. The **PURCHASER** is unconditionally and irrevocably bound by this **OTP** for a period of **14 (FOURTEEN)** business days (**CONFIRMATION PERIOD**); the calculation of which excludes the date of signature hereof by the **PURCHASER**. The **PURCHASER** shall not be entitled to exercise the cooling off period provided for in section 16 (3) of the CPA, it being recorded that the “*voetstoots*” provisions of section 55 (1) of the CPA are applicable to auction transactions, hence the **PURCHASER** will not be entitled to withdraw or revoke the **OTP** at any time after signing the **OTP** for any reason whatsoever.
- 5.3. The **OTP** is open for acceptance by the **SELLER** at any time during the **CONFIRMATION PERIOD**, which confirmation may be given or refused by the **SELLER** without furnishing reasons therefore.
- 5.4. The **SELLER** reserves the right to extend the **CONFIRMATION PERIOD** within reason.
- 5.5. Should the **SELLER** not confirm the **OTP**, it shall be regarded as null and void and be of no force and effect, and all payments made by the **PURCHASER**, including commission, will be refunded to the **PURCHASER** immediately.
- 5.6. Should the **SELLER** decide to entertain subsequent bids during the **CONFIRMATION PERIOD**, the **AUCTIONEER** may continue to market the property during the **CONFIRMATION PERIOD**. The **AUCTIONEER** may receive and consider higher offers from subsequent bidders. Such higher offers shall be made to the **AUCTIONEER** on the same terms and conditions applicable to the auction. Subsequent bidders will have only one opportunity to submit higher offers. The **PURCHASER** shall have the sole right of refusal to equal or better subsequent offers, on condition that the right to counter by the **PURCHASER** is exercised within **24 (TWENTY-FOUR)** hours (excluding public holidays and weekends) after notification by the **AUCTIONEER**.
- 5.7. Should the transaction not be concluded promptly as outlined in clause 5.6 herein, and in the event that the **SELLER** declines the offer contained in the **OTP** determined by the highest bid from the auction but makes a higher counter-offer which is accepted by the **PURCHASER**, the counter-offer negotiations shall convert the disposal process from a public auction to a private treaty transaction, and then all references to “*terms and conditions*” contained in this **OTP** shall adopt meaning equivalent to a “*Deed of Sale*”, particularly in consideration of the following expressions:
- 5.7.1. “*auctioneer*” shall be deemed to refer to the “*agent*”;
- 5.7.2. “*AUCTIONEER’S commission*” shall be deemed to refer to “*agent’s commission*”; and
- 5.7.3. “*bid*” shall be deemed to refer to “*offer*”; and all the other clauses shall be applicable as if incorporated in the **OTP**.
- 5.8. The conversion of the **OTP** to a “*Deed of Sale*” as contemplated in clause herein shall either be regularized by the Parties amending and initialling the **PURCHASE PRICE** in article 6 of this **OTP** or concluding a separate “*Deed of Sale*”.

5.9. In the event of this transaction requiring the consent of the Master of the High Court in terms of any law or the consent of the Local Authority/Municipality for transfer, then this **OTP** is subject to such consent being obtained in writing in the normal course of the conveyancing process.

6. PURCHASE PRICE AND PAYMENT

6.1. The **PURCHASE PRICE** for the property is the total sum of:

R _____ (_____

constituted as follows:

6.1.1. **HIGHEST BID AMOUNT** in the sum of:

R _____ (_____

6.2. The **PURCHASE PRICE** is payable as follows:

6.2.1. **DEPOSIT** of the **PURCHASE PRICE** in the sum of:

R _____ (_____

at the rate of **10% (TEN PER CENTUM)** calculated on the **PURCHASE PRICE** contemplated in clause 6.1. herein and payable to the **AUCTIONEER** in cash or by way of electronic funds transfer (EFT) immediately upon signature of the **OTP** by the **PURCHASER** or upon demand by the **AUCTIONEER**. The **SELLER(S)** and the **PURCHASER** authorizes the **AUCTIONEER**, upon acceptance of the **OTP** by the **SELLER(S)**, to pay the remainder of the deposit to the **CONVEYANCER(S)** for the benefit of the **SELLER(S)** after deduction of agreed expenses, fees, and commission (if applicable).

6.2.2. **BALANCE** of the **PURCHASE PRICE** in the sum of:

R _____ (_____

paid or secured, within **30 (THIRTY)** days from date of the **OTP**'s acceptance and confirmation by the **SELLER(S)**, in cash, via EFT or by means of written guarantee(s) from a registered South African bank payable on terms acceptable to the **SELLER'S CONVEYANCER(S)**, and in such amount/s and in favour of such party/ies as required by the **SELLER(S)** or the **CONVEYANCER(S)**, which guarantee/s shall be expressed to be payable free of exchange, deduction or set off on registration of transfer of the property to the **PURCHASER**.

- 6.3. The Parties hereby irrevocably instruct and authorize the **CONVEYANCER(S)** to invest the **PURCHASE PRICE** and any amounts paid by the **PURCHASER** in an interest-bearing account until registration of transfer of the property in terms of Section 86 (4) of the Legal Practice Act 28 2014 as soon as the **PURCHASER** has complied with the **CONVEYANCER(S)**' FICA requirements.
- 6.4. Interest from the funds invested by the **CONVEYANCER(S)** shall be for the credit of the **PURCHASER**.
- 6.5. All monies owing by the **PURCHASER** but unpaid on the due date shall bear interest at the rate of **2% (TWO PER CENTUM)** above the prime lending rate per month calculated from the due date to the actual date of payment (both days inclusive).
- 6.6. The **PURCHASER** shall be liable for the payment of any bank charges associated with the payment of the **PURCHASE PRICE** into the **AUCTIONEER'S** Trust Account.
- 6.7. Any payment made by the **PURCHASER** may be appropriated first to any outstanding **AUCTIONEER'S** Commission.
- 6.8. Should the **PURCHASER**, after signing this **OTP**, fail to settle the **PURCHASE PRICE**, such conduct shall constitute breach, and be dealt with in terms of article 16 (**Non-Compliance and / or Breach**) herein.
- 6.9. The provisions of this article 6 are for the benefit of the **SELLER** who accepts such benefit.

7. **CONVEYANCING AND TRANSFER**

- 7.1. Registration of transfer of the property into the **PURCHASER'S** names shall be attended to by **CONVEYANCER(S)** appointed by the **SELLER**.

7.2. The **CONVEYANCER(S)** shall process registration of transfer of the property subject to the following terms and conditions:

7.2.1. at the **PURCHASER'S** expense;

7.2.2. after the **PURCHASER** has paid or secured the **AUCTIONEER'S** Commission and the **PURCHASE PRICE** in full in accordance with clauses 4.1 and 6.2 (6.2.1 – 6.2.2) herein; and

7.2.3. after the **PURCHASER** has fulfilled the statutory requirements to pay VAT or Transfer Duty (whichever is applicable) upon demand by the **CONVEYANCER(S)**, it being specifically recorded that the **PURCHASE PRICE** excludes VAT and Transfer Duty which amounts are calculated over and above the **HIGHEST BID AMOUNT** depending on whether the transaction is vatable or not.

7.3. The **PURCHASER** agrees and undertake to cooperate with the **CONVEYANCER(S)**, by signing all the transfer documentation and paying all transfer registration fees and costs timeously when called upon to do so by the **CONVEYANCER(S)**.

8. RATES, LEVIES AND TAXES

8.1. The **SELLER** is liable for and responsible for the payment of all municipal rates, levies, taxes, services accounts due in respect of the property up to the Transfer Date.

8.2. The **PURCHASER** is liable for and responsible for the payment of all municipal rates, levies, taxes, services accounts due in respect of the property with effect from the Transfer Date.

8.3. The Parties shall pay to the **CONVEYANCER(S)** on request the relevant amounts estimated by the **CONVEYANCER(S)** for which they are each liable in terms of clauses 8.1 and 8.2 herein. The **CONVEYANCER(S)** will make the necessary adjustments and refunds upon registration of transfer.

8.4. The **SELLER** hereby indemnifies the **PURCHASER** against any claims that may be made by the relevant authorities / managing agents in respect of arrear rates / levies as at the Transfer Date.

8.5. The **PURCHASER** shall, from the date possession and / or occupation (whichever occurs first) is granted, be liable for the payment of all duties, rates, levies, taxes, and any other municipal charges.

9. ELECTRICAL, PLUMBING, GAS, WOOD AND BEETLE CERTIFICATES OF COMPLIANCE

9.1. The **SELLER** shall; at its own cost, obtain:

9.1.1. a valid Electrical Certificate of Compliance ("**Electrical COC**") issued by a registered electrician in respect of the compliance and safety of the electrical installation on the property as contemplated in the Occupational Health and Safety Act, No. 85 of 1993: Electrical Installation Regulations (Government Notice R242 dated 6th March 2009); and / or

- 9.1.2. a valid Electric Fence Certificate of Compliance ("**Electric Fence COC**") issued by a registered electric fence installer in respect of the compliance and safety of the electric fence installation in accordance with the provisions of Regulations 12 (4) and 13 (1) of the Electrical Machinery Regulations, 2011; and / or
- 9.1.3. a valid Plumbing Certificate of Compliance ("**Plumbing COC**") in respect of the compliance and safety of the plumbing installation on the property if required by the relevant local authority / municipality where the property is situated; and / or
- 9.1.4. a valid Gas Certificate of Conformity ("**Gas COC**") 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, No. 85 of 1993, to the effect that the gas installation on the property conforms to the prescribed health and safety standards; and / or
- 9.1.5. a valid Beetle Certificate of Compliance ("**Beetle COC**") in respect of properties situated in coastal regions, certifying that all the accessible wood of the property has been inspected by a South African Pest Control Association - registered inspector and been found to be free of infestation by wood-destroying beetles, termites, and fungi.

9.2. The **SELLER** must deliver any of the COC's applicable to this **OTP** as outlined in clause 9.1 (9.1.1 – 9.1.5) herein to the **CONVEYANCER(S)** before lodgement of the transfer documents for the registration of the property in the **PURCHASER'S** names.

9.3. Any COC applicable to this **OTP** as outlined in clause 9.1 (9.1.1 – 9.1.5) herein issued not more than **2 (TWO)** years prior to the date of registration of transfer of the property into the names of the **PURCHASER** shall be valid and effective for purposes of clause 8.2 herein provided no additions or alterations to the installations of the respective COC have been made at the property since the issuance of such COC.

9.4. Should corrective work be required prior to the issuance of any COC applicable to this **OTP** as outlined in clause 9.1 (9.1.1 – 9.1.5) herein, the work thereof shall be carried out at the expense of the **SELLER**.

9.5. If the **SELLER** fails to provide any COC applicable to this **OTP** as outlined in clause 9.1 (9.1.1 – 9.1.5) herein, then the **PURCHASER** will be entitled; but will not be obligated, to appoint an accredited service provider to issue such COC(s) at the **PURCHASER'S** cost, subject to the following conditions:

9.5.1. the **SELLER** shall allow the **PURCHASER'S** appointed service provider(s) access to the property to allow him / her or them to inspect the respective installation(s) for purposes of preparing the required COC(s), and, if necessary, for purposes of performing any necessary remedial work in order to make the respective installation(s) compliant; and

9.5.2. the **PURCHASER** shall offset the reasonable cost of remedying the respective installation(s) (if required) and acquiring such COC(s) against the **PURCHASE PRICE**.

10. OCCUPATION, RENT, ALTERATIONS AND VACATION

- 10.1. The property is sold free of any tenancies and lease agreements.
- 10.2. The **PURCHASER** shall only take possession and / or occupation of the property on registration of transfer.
- 10.3. Should the **PURCHASER** wish to take earlier occupation of the property, and the **SELLER** be agreeable thereto, then the parties shall conclude a written occupation agreement which will contain terms and conditions such as the rate of occupational rent and other relevant provisions, including but not limited to the following:
- 10.3.1. all risks and benefits of ownership of the property will pass to the **PURCHASER**, including rights and obligations in terms of any tenancies and leases. The **PURCHASER** shall be obliged to insure the property and improvements (permanent or otherwise) comprehensively for the full replacement value of the property at its own cost from the date of possession and / or occupation (whichever occurs first) failing which, the **SELLER** may insure it on the **PURCHASER'S** expense;
- 10.3.2. the **PURCHASER** shall be responsible for and pay all rates and taxes and costs of electricity and water consumed in or at the **PROPERTY**;
- 10.3.3. the **PURCHASER** will not be entitled to sell, cede, sublet, or make any improvements and / or alterations to or on the property without the written consent of the **SELLER** prior to registration of transfer;
- 10.3.4. should the **PURCHASER** make any repairs, alterations, or improvements to the property; then, unless otherwise agreed to in writing between the parties, the **PURCHASER** agrees and undertakes to waive any claim of any nature which he may have for any refund or compensation in respect thereof, whether on cancellation or at any other time;
- 10.3.5. the **PURCHASER** shall be obliged to vacate the property upon cancellation of this **OTP** for any reason whatsoever, it being agreed that no tenancy shall be created by the **PURCHASER** taking occupation prior to the Transfer Date; and
- 10.3.6. upon cancellation, the **PURCHASER** shall be liable for any damages suffered by the **SELLER(S)** because of any alterations made by the **PURCHASER**, not authorized by the **SELLER(S)**.
- 10.4. Notwithstanding the provisions of clause 10.3 (10.3.1 – 10.3.6) herein, vacant occupation is **NOT GUARANTEED**.
- 10.5. If the date of occupation does not coincide with the Transfer Date, for whatever reason, then the Party enjoying occupation of the property whilst it is registered in the name of the other Party shall, in consideration thereof and for the period of such occupation, pay Occupational Interest to the other Party.
- 10.6. The Occupational Interest contemplated in clause 10.5 herein shall be calculated at the rate of **11% (ELEVEN PER CENTUM)** per annum of the **PURCHASE PRICE** from date of possession and / or occupation (whichever occurs first) to date of registration of transfer (both days inclusive), which interest shall be deemed as occupational rent and payable monthly in advance from the date of occupation.

11. TENANCIES AND LEASES

11.1. Should the property be sold subject to any existing tenancies (legal or illegal) and lease agreements in place, the **PURCHASER** acknowledges that he / she was **fully apprised**, acquainted himself / herself and / or has **alternatively elected to accept and abide by** the terms and conditions of any such tenancy, leases, or rights of occupancy (as the case may be), and agrees as follows:

11.1.1. neither the **SELLER** nor the **AUCTIONEER** gives any warranties whatsoever regarding any leases in place in respect of the property and / or the lessee/s in respect of such leases, and the **PURCHASER** accepts such leases and lessees as such with effect from the Transfer Date;

11.1.2. the **SELLER** cedes and assigns all its rights and obligations with respect to such leases or rights of occupancy (as the case may be) to the **PURCHASER** with effect from the Transfer Date; and

11.1.3. should it become necessary to evict any such tenants / occupiers from the property, then the **PURCHASER** accepts the responsibility of all such eviction proceedings and all associated costs.

12. SIGNATURE AND SIGNING CAPACITY OF THE OTP

The **PURCHASER** undertakes to sign the **OTP** immediately after the conclusion of the auction in any of the capacities outlined hereunder:

12.1. NATURAL PERSONS

12.1.1. Should the **PURCHASER** be single and be buying the property in his / her personal capacity, he / she will have the authority to sign the **OTP** in his / her personal capacity.

12.1.2. Should the **PURCHASER** be married in community of property or act on behalf of a third party, his or her spouse's signature of this **OTP**, or such spouse's written confirmation and authorization is required, and in such case the **PURCHASER** warrants that he / she will obtain his / her spouse's signature of this **OTP**, or that his / her spouse will provide such written confirmation and authorization upon request.

12.1.3. To the extent that it is necessary, the **PURCHASER** hereby warrants that all written consents as required by the Matrimonial Property Act, No. 88 of 1984 in respect of this **OTP** or any matters arising therefrom or in terms hereof have been duly given as required.

12.1.4. If the person signing this **OTP** acts without the letter of authority, power of attorney or written consents contemplated in sub-clauses 12.1.2 and 12.1.3 herein, and the said remedies are not available against the **PURCHASER** the person signing this **OTP** will be liable for Delictual Damages.

12.2. JURISTIC PERSONS

12.2.1. If the person signing this **OTP** purports to be doing so on behalf of a company, close corporation or trust, then he / she warrants that he / she has the necessary authority to represent and bind such entity to this **OTP**, and shall deliver to the **AUCTIONEER**; by no later than the **CONFIRMATION DATE**, a duly deposed resolution signed by all the directors / members / trustees (as applicable), authorizing the signatory to discharge the obligations arising from the signing of this **OTP**.

- 12.2.2. Notwithstanding the provisions of sub-clause 12.2.1 herein, should the **PURCHASER** be a company, close corporation or trust, the person signing this **OTP** 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 **OTP**.
- 12.2.3. If the person signing this **OTP** acts without the letter of authority, power of attorney or resolution contemplated in clause 12.2.1 herein, and the said remedies are not available against the **PURCHASER** the person signing this **OTP** will be liable for Delictual Damages, it being recorded that he / she shall personally be bound by this **OTP** as the **PURCHASER**.

12.3. JURISTIC ENTITY TO BE FORMED

In the event of the **PURCHASER** signing this **OTP** in his capacity as a trustee or agent for a company to be formed, and:

- 12.3.1. the **PURCHASER** fails within **21 (TWENTY-ONE)** days from date of acceptance of this **OTP** to register a company having as one of its objects the ratification and adoption of this **OTP**;
- 12.3.2. such company fails to adopt or ratify this **OTP** within **14 (FOURTEEN)** days after the date of its incorporation, then and in such event the **PURCHASER** shall be deemed as from the date of acceptance hereof to have entered into this **OTP** in his personal capacity, and to have acquired all the rights and obligations of the **PURCHASER** under this **OTP**; and
- 12.3.3. in the event of such company being registered and duly adopting or ratifying this **OTP**, then the said **PURCHASER**, by his signature hereto, shall be deemed to have bound himself to the **SELLER(S)** as surety and co-principal debtor *in solidum* with such company for the due performance by it as the **PURCHASER** of all the terms, conditions and obligations arising from this **OTP** or any cancellation thereof.

13. SURETYSHIP (JOINT AND SEVERAL)

- 13.1. If any person purport to be representing another person, or as an agent on behalf of another Party, including a company, close corporation, or trust, and signs this **OTP** on that basis, then he / she must simultaneously with her / his signature of this **OTP** disclose the name of his / her principal for whom he / she acts and provide written proof of his / her authority, otherwise he / she will be personally bound as **PURCHASER** for all purposes. Otherwise, by signing this **OTP** on behalf of such other person or entity, that individual shall be held personally liable for the due and proper discharge of all the **PURCHASER'S** obligations in terms of this **OTP** and that individual shall be deemed to be the **PURCHASER** where such other person does not exist at the time of signing this **OTP** by that individual.
- 13.2. If the person signing this **OTP** is acting on behalf of a nominee, then the signatory must nominate the actual **PURCHASER** and the nominated **PURCHASER** must accept and confirm the nomination in writing by no later than the **OTP's** acceptance confirmation date, otherwise the signatory shall be personally bound as the **PURCHASER** for all purposes. If the signatory nominates another **PURCHASER**, and the nominated **PURCHASER** accepts and ratifies the agreement, then the signatory to this agreement shall be bound together with the nominated **PURCHASER** as surety and co-principal debtor in favour of the **SELLER** for the full and punctual performance by the nominated **PURCHASER** of all its obligations in terms of this **OTP**.

- 13.3. The person signing this **OTP** will nevertheless be held personally liable for the fulfilment of all terms hereof, even though he / she acts on behalf of a principal or spouse.
- 13.4. Should there be more than one **PURCHASER**, the **PURCHASERS** shall all be liable jointly and severally for all the obligations in terms of this **OTP** as well as for the payment of all monies hereunder and for complying with all the terms and conditions of this **OTP** in solidum. Should this **OTP** not be signed by all the persons named as **PURCHASERS**, this **OTP** shall nevertheless remain binding on the **PURCHASERS** who have signed it.

14. FINANCIAL INTELLIGENCE CENTRE ACT (“FICA”)

- 14.1. The parties agree to comply with all the requirements of the Financial Intelligence Centre Act, No. 38 of 2001 (“**FICA**”), an extract of which is annexed herewith marked “**ANNEXURE B**”.
- 14.2. The parties undertake and agree to supply all their respective FICA requirements within three days upon demand therefore by either the **AUCTIONEER** or the **CONVEYANCER(S)**.
- 14.3. The parties acknowledge that FICA prohibits the **AUCTIONEER** and / or **CONVEYANCER(S)** to invest and administer any deposits or any other monies paid in terms of this **OTP**, unless the Parties have provided the documentation and information as required by FICA legislation.
- 14.4. It is hereby agreed by the Parties that neither the **AUCTIONEER** nor the **CONVEYANCER(S)** shall be liable for any loss or damage suffered by either of them, as a result of either the **SELLER(S)** or the **PURCHASER** failing to comply with the provisions of this article 12.

15. ZERO RATING OF VALUE ADDED TAX IF APPLICABLE

It is recorded that, if applicable;

- 15.1. It is the intention of the Parties that this transaction be a zero-rated transaction in terms of Section 11 (1) (e) of the Value-Added Tax Act and it is agreed that the purchase price is exclusive of VAT at a rate of zero percent.
- 15.2. It is recorded that:
- 15.2.1. the property constitutes an enterprise as defined in the Act and is sold as a going concern that will on the date of transfer be an income earning activity capable of separate operation, and the supply of the property shall be ‘zero rated’ in terms of Section 11 (1) (e) of the Act; and
 - 15.2.2. the assets and all other aspects of the business that are necessary for carrying on the enterprise, including all existing lease agreements pertaining to the property and any deposits of tenants, are being disposed of to the **PURCHASER** in terms of this **OTP**.
- 15.3. The Parties respectively warrant, if applicable, to the other that they will, with effect from the date of conclusion of this **OTP**, be registered as vendors in terms of the Act. The **PURCHASER** undertakes to provide the **SELLER’S** attorneys with a copy of its VAT Registration Certificate (form VAT 103) at least 21 (twenty-one) days before the anticipated Transfer Date and the **PURCHASER** warrants that it has applied for VAT registration before the date of conclusion of this **OTP**.

15.4. Where for any reason VAT is payable on this sale at a higher rate other than at the zero rate, then the **PURCHASER** undertakes that it will be liable for payment of any such VAT or additional VAT and such VAT will be added to the **PURCHASE PRICE** and payable by the **PURCHASER** on demand therefore by the **SELLER(S)** Attorneys.

16. NON-COMPLIANCE AND / OR BREACH

16.1. For purposes of this **OTP**, non-compliance and / or breach include, but is not limited to default such as failure by either Party to fulfil any of their respective obligations in terms of this **OTP**, including but not limited to (a) acceptance and confirmation of the **OTP**, (b) payment of the deposit, (c) settlement of the **PURCHASE PRICE**, (d) payment of the **AUCTIONEER'S** Commission, (e) settlement of VAT or Transfer Duty and Conveyancing Costs, (f) compliance with FICA requirements, or (g) violating or breaching any of either Party's other obligations in terms of this **OTP**.

16.2. In the event of default and breach of any of the **OTP's** obligations listed or not listed in clause 16.1 herein, either Party shall be expected to remedy such breach within **5 (FIVE)** business days after receipt (or deemed receipt) of written notice calling upon the Defaulting Party to remedy the breach, after which the Aggrieved Party shall be entitled; without prejudice to any other remedies available to it, to remedy the breach either in terms of clause 16.3 (16.3.1 – 16.3.4) herein depending on the nature of the transaction.

16.3. In the event of cancellation of the **OTP** due to default by either the Parties, either Party shall be entitled; without prejudice to any other recourse available to them, to remedy the default in terms of regulation 24 (d) of the CPA as follows:

16.3.1. charging the purchaser a forfeit fee not exceeding **10% (TEN PER CENTUM)** of the full purchase price or the total costs of advertising and conducting the auction, including any additional costs that may have been reasonably incurred in accordance with regulation 21(2)(l) of the CPA will be charged, whichever is the lesser;

16.3.2. in such an event of default by the **PURCHASER**, the deposit paid by the **PURCHASER** will be retained and used to set-off the forfeit fee, or part thereof if the fee is lesser. Should the retained deposit be greater, the difference will be refunded to the **PURCHASER**;

16.3.3. should the **SELLER** reject the **PURCHASER'S** offer or default for whatever reason, the **PURCHASER** will not be charged any fee or commission, and where such fee or commission has already been paid by the **PURCHASER**, such fee or commission will immediately be refunded to the **PURCHASER**, as prescribed in regulation 24 (c) of the CPA. The Parties shall have no further obligations under this **OTP** thereafter; and

16.3.4. should the **SELLER'S** default contemplated in sub-clause 16.3.3 herein have any financial implications for the **AUCTIONEER**, the financial implications thereof shall be dealt with in accordance with the auction mandate signed by the Parties.

16.4. In the event of default and subsequent cancellation of this **OTP**, the Party responsible for the non-compliance and / breach shall be responsible for payment of the full **AUCTIONEER'S** Commission, which commission shall be due and payable by the Defaulting Party immediately upon such cancellation, and if already paid, such commission will not be refundable.

16.5. It is specifically agreed by both Parties that, in the event of cancellation of the **OTP** due to a breach by the **PURCHASER**, then the **AUCTIONEER'S** Commission shall be deducted as a first charge against the deposit and / or any other funds that may have been paid by the **PURCHASER** for the benefit of the **SELLER**.

- 16.6. Should the Parties cancel the transaction by mutual consent, it is understood that the **AUCTIONEER'S** Commission shall nonetheless still be due and payable, it being recorded that the **AUCTIONEER** shall have a dual claim from both Parties in such a situation.
- 16.7. The Defaulting Party(ies) shall be liable for all legal costs incurred by the Aggrieved Party(ies) in enforcing their rights to remedy the default arising out of a breach of this **OTP** on the Attorney and own client scale of costs including disbursements and collection fees.
- 16.8. In the event of any claim by the **PURCHASER** in terms of this **OTP**, the **PURCHASER** must take up such claim with the **SELLER** and not the **AUCTIONEER**. The **AUCTIONEER** acts solely as an agent on behalf of the **SELLER** and is indemnified against any claim by the **PURCHASER** against the **SELLER**. The **AUCTIONEER** may, at its discretion attempt to mediate any claim or dispute between the Parties arising from this **OTP**.
- 16.9. Nothing contained in this article 16 will release the Defaulting Party from any other damages and obligations arising from default in terms of this **OTP**, it being recorded that the Aggrieved Party shall be entitled to seek further recourse from the Defaulting Party, including obtaining injunctive or other equitable relief or interim relief on an urgent basis from a Court of competent jurisdiction.

17. GENERAL

- 17.1. This **OTP** shall be governed by the laws of the Republic of South Africa.
- 17.2. If any article, clause, or provision of this **OTP** is in contravention of any act or other law and is unenforceable as a consequence, then the Parties agree that such provision or clause may be removed from the **OTP** and that the remainder of the **OTP** will remain binding and enforceable (if this is possible).
- 17.3. The sale of the property includes all fixtures and fittings of a permanent nature, but unless specifically provided for by way of addendum or annexure to this **OTP**, this sale shall not include the sale of any movable items.
- 17.4. The Parties agree that all advertising boards and sold boards relating to the property are the sole property of the **AUCTIONEER** and that the **AUCTIONEER** may leave such boards on the property for a period of **2 (TWO)** months after the Transfer Date.
- 17.5. If the **PURCHASER** makes any payments by way of cash deposit or credit card, then the **PURCHASER** will be liable for the bank charges incurred as a consequence of such method of payment, determined by the **AUCTIONEER** from time to time, which amounts must be paid by the **PURCHASER** on request.
- 17.6. If required, the **SELLER** warrants to the **PURCHASER** that, by the acceptance and confirmation date of the sale, a special resolution of the shareholders / members of the **SELLER** authorising the **SELLER** to enter into and give effect to this **OTP** and thereby dispose of the property in accordance with Section 112 read with Section 115 of the Companies Act, No. 71 of 2008, will have been passed by the requisite majority of the shareholders / members of the **SELLER** and that such special resolution will then be duly registered with the Companies and Intellectual Property Commission, if so required by the Companies Act.
- 17.7. The Parties consent to the non-exclusive jurisdiction of the North Gauteng High Court Pretoria or South Gauteng High Court Johannesburg for the purpose of all or any legal or other proceedings arising out of or in connection with this **OTP**.

17.8. The Parties signing this document confirm that they have read and understood all the terms and conditions contained herein and agree that they are and shall remain bound hereto.

18. **WHOLE AGREEMENT**

18.1. This **OTP**, together with Annexures A and B annexed herewith constitutes the whole agreement between the Parties relating to the transaction. No other terms, conditions, stipulations, undertakings, representations, or warranties shall be of any force or effect other than expressly included herein. No variation of, addition to, mutual cancellation or amendment of this **OTP** and no waiver by either Party of any of its rights hereunder shall be of any force or effect unless recorded in writing and signed by the Parties or their duly authorized agents.

18.2. No amendments or consensual cancellation of this **OTP** or any provision or term thereof or of any agreement or other document issued or executed pursuant to or in terms of this **OTP** and no settlement of any disputes arising from this **OTP** and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this **OTP** or of any agreement or other document issued pursuant to or in terms of this **OTP** shall be binding unless recorded in a written document signed by the Parties. Any waiver, extension, concession, relaxation, or suspension which is so given, made or allowed by the **SELLER(S)** of any specific terms shall be construed as relating strictly to the matter in respect whereof it was made or given and shall not constitute a waiver of his / her rights in terms of this **OTP**; and the **SELLER(S)** shall at all times be entitled to enforce strict compliance hereof.

18.3. No extension of time or other waiver, relaxation or indulgence of any of the provisions or terms of this **OTP** granted by any Party to the other in respect of enforcing the other Party's obligations hereunder will in any way be seen to be a waiver by such Party of its rights or otherwise operate as an estoppel against the **SELLER(S)** in respect of his rights under this **OTP**, nor shall it operate so as to preclude the **SELLER(S)** thereafter from exercising his / her rights strictly in accordance with this **OTP**.

19. **NOTICES**

19.1. The Parties choose the physical, postal and e-mail addresses specified in the signature pages as their respective addresses to which the other Party may deliver any notices required in terms of this **OTP** and nominate such physical address for the service of any Court process.

19.2. If a Party sends a notice to the other Party relating to any matter arising from this **OTP**, such notice shall be deemed to have been received by the other Party:

19.2.1. on the date of delivery if delivered to the physical address by hand; or

19.2.2. on the day of successful e-mail transmission to the chosen e-mail address, provided that a successful delivery report is obtained for such notice; or

19.2.3. on the fifth day after date of posting if sent by prepaid registered post to a party's postal address.

19.3. Despite the above regarding delivery of notices, if a Party sends a notice to the other Party and such notice comes to such other Party's attention even though it was not sent to one of the addresses provided, then that shall still be considered a valid notice.

20. JURISDICTION AND ADDRESS FOR DELIVERY DOCUMENTS

The Parties hereto agree to the jurisdiction of the Lower Court in respect of any lawsuit rising from this **OTP**, or at the discretion of the **SELLER(S)**, to the jurisdiction of the North Gauteng High Court Pretoria or South Gauteng High Court Johannesburg.

21. SPECIAL CONDITIONS

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22. CONSENT TO PROCESS (USE) PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT

The Seller/s and the Purchaser/s hereby give their consent to the Auctioneer 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.

I/we hereby give my/our consent for the processing (use) of our personal information by TIRHANI AUCTIONEERS for the purpose of carrying out the following work:

(PLEASE TICK THE APPROPRIATE BOX):

- Assisting me with the purchase of a property
- Other (please specify) _____

This consent specifically includes the right to work with my/our bank account details as and when required to ensure that I/we receive payments or refunds due to me/us.

This consent is furnished on condition that my/our personal information shall be used and processed in accordance with the Protection of Personal Information Act.

23. SIGNATURES, SURETY AND RESOLUTIONS:

THUS, DONE AND SIGNED ON THE DATES AND AT THE PLACES AS STATED BELOW:

23.1. PURCHASER:

NAME/ENTITY:

.....
.....

IDENTITY NO/ ENTITY REGISTRATION NO:

.....
.....

PHYSICAL ADDRESS:

.....
.....

CONTACT DETAILS:(W)

.....

(C)

.....

(H)

.....

(E-MAIL)

.....

AS WITNESS

PURCHASER

.....

DATE

.....

PLACE

MARITAL STATUS OF PURCHASER:

Select one of the following:

- Single
- Divorced
- Married in Community of Property
- Married with Ante Nuptial Contract / Out of Community
- Traditional Marriage
- Foreign
- Other

IF MARRIED IN COMMUNITY OF PROPERTY, THEN:

FULL NAME OF SPOUSE:

.....

IDENTITY NO:

.....
AS WITNESS

.....
PURCHASER'S SPOUSE

.....
DATE

.....
PLACE

23.2. **SURETYSHIP: COMPANY / CLOSE CORPORATION / TRUST**

I/we, the undersigned, do hereby bind myself / ourselves jointly and severally as surety/ties in solidum and co-principal debtor/s with the **PURCHASER** and the bidder who have signed this **OTP**, for the due performance by the **PURCHASER** and such bidder, for all his / her obligations in terms of this **OTP**, and I/we do hereby specifically waive all benefits of the legal exceptions known as beneficium ordinis seu excussionis et divisionis, in other words the benefit of division and excussion, the meaning and effect of which I/we are fully acquainted with.

My/our liability in terms hereof shall not affected, prejudiced, or vitiated by any concession or accommodation which may be made by the **SELLER** or his successor in title to the said **PURCHASER** or bidder, and I/we are not entitled to receive any prior notice in this regard.

Signed at on this day of

SURETY NAME 1:

Address:

Signature:

Witness Signature:

AUCTIONEER'S Signature:

Signed at on this day of

SURETY NAME 2:

Address:

Signature:

Witness Signature:

AUCTIONEER'S Signature:

23.3. RESOLUTIONS: COMPANY / CLOSE CORPORATION / TRUST

23.3.1. RESOLUTION - COMPANY

EXTRACT FROM THE MINUTES OF A MEETING OF THE DIRECTORS OF

.....

HELD AT ON

RESOLVED THAT:

1. The Company purchases 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

.....
DIRECTOR

.....
DIRECTOR

23.3.2. RESOLUTION – CLOSE CORPORATION (CC)

EXTRACT FROM THE MINUTES OF A MEETING OF THE CC OF

.....

HELD AT **ON**

RESOLVED THAT:

1. The Trust purchases 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

.....
MEMBER

.....
MEMBER

23.3.3. RESOLUTION - TRUST

EXTRACT FROM THE MINUTES OF A MEETING OF THE TRUSTEES OF

.....

HELD AT **ON**

RESOLVED THAT:

3. The Trust purchases the following property: _____

from _____

for R _____ (_____

_____)

4. 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

.....
TRUSTEE

.....
TRUSTEE

23.4. **SELLER(S):**

NAME/ ENTITY:

IDENTITY NO/ ENTITY REGISTRATION NO:

PHYSICAL ADDRESS:

.....

CONTACT DETAILS:(W)

(E-MAIL)

.....
AS WITNESS

.....
ACCEPTANCE & CONFIRMATION (SELLER)

Signed at on this day of

23.5. **AUCTIONEER:**

NAME/ ENTITY: TIRHANI AUCTIONEERS GAUTENG CC

ENTITY REGISTRATION NO: 2008/016935/23

PHYSICAL ADDRESS: 1 Centex Close, Eastgate Ext 4, Sandton

CONTACT: (t) 011 608 2280 (email) property@tirhani.co.za

.....
AS WITNESS

.....
AUCTIONEER

Signed at on this day of

ANNEXURE A: RULES OF AUCTION

ANNEXURE B: FICA REQUIREMENTS

The requirements of the Financial Intelligence Centre Act (FICA) are applicable as follows:

1. NATURAL PERSONS

1.1. FICA requirements:

- Copy of South African Identity Document (ID) / Copy of Passport for Foreigners.
- Proof of residential address (less than 3 months old) Utility bills addressed to physical residential (mobile phone accounts not acceptable);
- South African Income Tax reference number, and;
- Confirmation marital status, i.e., ANC or COP.

NB: Should you not have proof of residential address in your name, please complete an affidavit OR declaration form with the third party confirming that you share a residential address with them and provide the third party's proof of ID and proof of residential address.

1.2. FICA requirements for married people:

- Marriage certificate – Community of property – Copy of spouses ID;
- Ante nuptial Contract – Copy of contract;
- Page 1 (and page 2 if necessary) reflecting the registered number and names of both parties, if your marriage is governed by the Laws of another country/state; and
- Name of the country/state governing your marriage, i.e., the country where the Seller was living at the time of the marriage with the intention of staying there permanently.

2. JURISTIC ENTITIES

2.1. FICA requirements:

- Person acting on behalf of juristic entities must comply with all the requirements for natural persons, and;
- All directors / members / trustees must also comply with all the requirements for natural persons.

In addition to compliance with all the requirements for natural persons, the following documents must be attached:

2.1.1. Companies/Close Corporations:

- Company CIPC Registration documents (CM1/CM22/CK1/CK2).
- Proof of business address (less than 3 months old).
- Copy of SARS document confirming Income Tax/VAT registration number of the company.
- Resolution on company letterhead, nominating the authorised signatory/representative to bid on the company's behalf.
- Copy of ID and proof of residential address (less than 3 months old) for the representative and director/s of the company.

2.1.2. Trusts:

- Copy of Trust Deed or other founding document (Letters of Authority/Master's Certificate).
- Copy of ID, proof of residential address and contact particulars (less than 3 months) of each of the trustees and beneficiaries of the trust.
- Copy of ID(s) and proof of residential address and contact particulars of person(s) authorized to act on behalf of the Trust.
- Copy of SARS document confirming Income Tax/VAT registration number of the Trust.
- Resolution signed by all Trustees nominating authorised signatory/representative.
- Business Registration Notification Certificate (BRNC).

2.1.3. Incorporated Entities (Clubs / Churches / NGO's)

- Copy of document confirming list of all individuals who exercise control over the entity (Constitution or similar founding document).
- Proof of physical address for the entity (Less than months old).
- Copy of SARS document confirming Income Tax/VAT registration number for the entity (If applicable).
- Resolution signed by all individuals who exercise control over the entity nominating authorised signatory/representative.
- For the authorised signatory/representative and each member or partner, we require Copy of ID and proof of residential address (less than 3 months old).

NB: Resolution to approve the purchase (and loan application, if applicable) taken before the Offer to Purchase was signed. (The only exception is where it is a cash transaction and all the Trustees have signed the Offer to Purchase.)

3. Prescribed amounts for cash transaction reporting in terms of the Financial Intelligence Centre Act (Act 38 of 2001)

3.1. Section 28B: Cash transaction above prescribed limit

An accountable institution and a reporting institution must, within the prescribed period, report to the Centre the prescribed particulars concerning a transaction concluded with a client if in terms of the transaction an amount of cash in excess of the prescribed amount (b) is received by the accountable institution or reporting institution from the client, or from a person acting on behalf of the client, or from a person on whose behalf the client is acting.

3.2. Regulation 22B: Prescribed amount for cash transaction reporting

The prescribed amount of cash above which a transaction must be reported to the Centre under section 28 of the Act is R24 999.99 or an aggregate of smaller amounts which combine to come to this amount if it appears to the accountable institution or reporting institution concerned that the transaction involving those smaller amounts are linked to be considered fractions of one transaction.