

CONDITIONS OF SALE

Highest Bid (Pty) Ltd T/a AUCTION ONE GARDEN ROUTE.

Upper Floor, Beacon Place, 125 Meade Street, George.

Contact Details: 044 012 5004 / 084 556 6166 / greg@auctionone.co.za

Auction One, will offer for sale by onsite and online auction, on behalf of:

MARIUS AND PETRA WILKEN FAMILY TRUST

(TRUST NO: 1328/2005)

A Vat registered Entity

(herein after referred to as the "SELLER")

Herein represented by:

Marius Ignatius Wilken

(ID 6412235093086)

&

Petra Wilken

(ID 6903010169083)

the undermentioned property, namely:

ERF NUMBER : **ERF 6882, OUDTSHOORN.**
SITUATED AT : **308 JAN VAN RIEBEECK ROAD, WEST BANK,
OUDTSHOORN**
EXTENT : **1361m²**

ON

DATE : **13 May 2021.**
PLACE : **ONSITE & ONLINE.**
TIME : **12h00 pm**



1. The said onsite and online auction will commence at the advertised time and will not be delayed.

2.
 - (a) A person who attends the onsite auction must register with the auctioneer prior to the commencement.

 - (b) A person who intends to bid within the online auction must register with the auctioneer.

 - (c) The online bidder will pay a registration/bidding fee in the amount of R20,000 in order to be accepted as a bidder for the property on auction. This amount can only be used by for the property he/she registers on and is fully reimbursable in case of an unsuccessful bid. Full reimbursement to the unsuccessful bidders will be made with in 2-3 working days after the auction. For the successful bidder, this amount will be accredited to the winning auction's purchase price.

 - (b) Each prospective onsite and online bidder must also comply with the Financial Intelligence Centre Act (FICA). Therefore proof of identity and residential address will be required by the auctioneer, together with such other documents as the auctioneer may deem necessary.

 - (c) A person who intends to bid onsite and online on behalf of another person (i.e on behalf of a company or a third party) must produce a written letter of authority (such as a resolution or Power of Attorney) that expressly authorises him or her to bid online on behalf of that person.



- (d) Where a person is bidding onsite and online on behalf of a company the letter of authority must appear on the company's letterhead and must be accompanied by a certified copy of the resolution authorising him or her to bid onsite or online on behalf of the company.
3. The said property is sold as to the extent such as it lies at present and neither the Seller nor the Purchaser shall have any claim against each other for any over or under measurement.

The property is sold as per the existing Title Deeds, subject to the terms and conditions contained therein and any conditions imposed or to be imposed by the Regional or Local Authorities. The said property is sold "*voetstoots*" as it now stands and in this regard the Purchaser hereby acknowledges having inspected the Property. Any electrical wiring or other certificate required shall be the sole responsibility of the Purchaser.

4. Should any dispute arise during the process of the online bidding and not be immediately settled, the Property shall be submitted for auction again and the Auctioneer's decision shall be binding. Should the auctioneer make any mistake it shall not be binding, but shall, if practical, be immediately rectified. The Auctioneer shall not on any grounds whatsoever be responsible for any mistakes or loss or damage as a result thereof or for the fulfilment of these Conditions of Sale.
5. The highest bidder shall, immediately after the sale, sign these Conditions of Sale and if purchased in a Representative Capacity or as an Agent, the name and address of the principal shall be disclosed upon signature hereof and in the event of such bidder not being authorised or adopted by his alleged principal, the highest bidder shall himself be the Purchaser personally.



6. **Notice is hereby given that the sale of the property at this onsite and online auction is SUBJECT to:**

(a) The acceptance and/or confirmation by the Seller of the highest onsite and online bid by_____.

7. The Purchaser shall immediately upon signature hereof, pay to the Auctioneers by EFT in South African currency:

(a) (10%) of the purchase price, which shall be held in Trust pending confirmation of sale.

(b) The Auctioneer's commission of R25 000.00 or at a rate of 10% of the purchase price if the bid exceeds R250 000.00.

(c) Advertising/Marketing costs which amount to R4,000.00.

(d) Fee for drawing these Conditions of Sale, R1,000.00.

All the above amounts shall be refunded to the highest bidder if the offer is not accepted by the Seller.

8. The Purchaser shall within **FOURTEEN (14) days** of written confirmation of sale by the Seller furnish a suitable guarantee to the approval of the Seller's attorney, guaranteeing payment of the balance of the purchase price payable against registration of transfer. Should the aforementioned guarantee expire, or should it appear to expire before registration of transfer, the Purchaser shall immediately have the guarantee renewed or extended as the case may be. Possession, and occupation of the property shall be given by the Seller and taken by the Purchaser upon registration of transfer. It shall be the Purchaser's responsibility to obtain vacant occupation and, if necessary, bear the legal costs of any action for ejectment of tenants or any other occupiers of the property.



9. The Purchaser shall be liable, on demand, to pay the following :
- (a) Transfer duty or **VAT**, conveyancing charges, card machine transactional fees and any other expenses necessary to effect registration of transfer of the property into the name of the Purchaser.
 - (b) Bond costs and stamp duty, if any.
 - (c) The Purchaser shall be liable to pay commission on the Purchase Price to AUCTION ONE plus the advertising costs which shall be deemed to have been earned on acceptance of this offer by the Seller and which shall be due and payable from the deposit paid by the Purchaser in terms of Clause 7 above as soon as the Seller accepts this offer.
 - (d) Transfer shall be effected by the Seller's attorneys and the Purchaser shall be obliged to sign all necessary documents when called upon to do so to enable transfer to be effected.
10. The Purchaser shall be liable for payment of a pro rata share of the rates and taxes due on the property and any other charges as may be levied by the Local Authorities calculated from date of registration of transfer.
11. Should the Purchaser fail to perform all or any of the terms and conditions of this agreement and fail to remedy such omission or breach within ten (10) days of the posting of a letter by pre-paid registered post to the Purchaser at the *domicilium citandi et executandi* chosen by the Purchaser, the Seller shall have the right to, without prejudice to the Seller's other legal rights and/or remedies including the right to claim damages, either;



- 11.1 To cancel the sale and have the property put up again for sale by auction or private treaty, in which event the Purchaser shall be liable for:
 - 11.1.1 Any shortfall between the purchase price obtained on such resale and the purchase price under this sale plus the costs referred to in paragraphs 7 and 9.
 - 11.1.2 All costs of resale; and
 - 11.1.3 All Government dues and other charges referred to in these Conditions of Sale in respect of this sale; or
- 11.2 to cancel the sale and to retain all monies paid by the Purchaser as Roukoop; or
- 11.3 to hold the Purchaser bound by his purchase and to claim forthwith the payment of the whole of the purchase price and all other amounts due by him hereunder and the fulfilment of all terms and conditions hereof.
12. The Auctioneer reserves the right of fixing from time to time the amount which constitutes a bid and the right of accepting or refusing any bid without giving reasons for such action.
13. The Purchaser consents to the Seller instituting action in the Magistrate's Court to whose jurisdiction the Seller submits.
14. The Purchaser hereby acknowledges to be fully acquainted with any Town Planning Scheme, zoning regulations, boundaries, beacons and any other laws and regulations relative to the property and neither the Seller nor the Auctioneers give any warranty whatsoever that the premises are fit for the purpose required by the Purchaser.



15. Reference herein to the singular shall include the plural and vice versa and the masculine gender shall include the feminine.

THE CONDITIONS HEREIN CONTAINED HAVING BEEN READ WERE PUT UP FOR SALE BY ONSITE AND ONLINE AUCTION.

On the _____ day of _____ 2021

And sold by the rise and fall of the hammer for the amount of

Bid R _____
Commission R _____
Advertising incl VAT R _____
Doc fees incl VAT R _____
Total Purchase Price R _____

Thus DONE and SIGNED by the PURCHASER AT _____

on _____ Time _____

FOR THE SUM OF

R _____ (_____)



PURCHASER'S FULL NAME, SURNAME AND ID NO. (who warrants that they are duly authorised)

The Purchaser chooses as his *domicilium citandi et executandi* :

AS WITNESS:

1. _____

2. _____

PURCHASER

Thus DONE and SIGNED by the SELLER at _____

On _____ Time _____

AS WITNESS:

1. _____

2. _____

SELLER (who warrants
That they are duly
authorised).

THE CONDITIONS OF THIS AGREEMENT ARE HEREBY ACCEPTED BY
THE AUCTIONEER STIPULATIO ALTERI.

PRINT NAME

AUCTIONEER



PURCHASER INFORMATION

FULL NAMES

ID NUMBER OR COMPANY NUMBER

CELL PHONE NUMBER

BUSINESS TELEPHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

POSTAL ADDRESS

.....

.....

.....

RESIDENTIAL
ADDRESS

.....

.....

.....

MARITAL STATUS

MARRIED HOW

SPOUSE FULL NAMES

SPOUSE ID NUMBER

SPOUSE CELL PHONE NUMBER

SPOUSE EMAIL ADDRESS

SPOUSE WORK TELEPHONE NUMBER

FICA REQUIREMENTS

- 1 Copy of ID.
- 2 Proof Of Residence - utility bill etc