

CONDITIONS OF SALE

ON BEHALF OF:

ANDRE CHARL VAN HEERDEN N.O IN HIS CAPACITY AS CURATOR BONIS IN THE MATTER OF:

NATIONAL DIRECTOR OF PUBLIC PROSECUTIONS

VS

EUGENE JOHANNES THERON

ID No: 881215 5162 084

WESTERN CAPE HIGH COURT CASE NUMBER: 3214/2017

(Hereinafter called "THE SELLER")

ROBIN MILLS GROUP

HEREBY INTENDS TO OFFER FOR SALE BY PUBLIC AUCTION
CERTAIN PROPERTY BEING

**ERF 12583, NO 13 HAMLET PLACE, TOSCA CRESCENT, SONSTRAAL HEIGHTS,
DURBANVILLE, CAPE TOWN, WESTERN CAPE PROVINCE.**

PROPERTY EXTENT: 313 m²

(Hereinafter called "THE PROPERTY")

ON THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS OF SALE

1. The property is sold as inspected prior to the auction, as it now stands, and the PURCHASER undertakes to purchase the property with any patent or latent defects. The SELLER shall not be liable for any latent or patent defects therein. The SELLER shall not be liable to indicate existing boundaries or beacons. The SELLER renounces all claims to any excess and will not be answerable for any deficiency in the declared extent thereof.

The SELLER does not guarantee the delivering of any building plans and it will not be the responsibility of the SELLER to arrange the connection of the electricity and water services.

2. The sale is subject to the following:
 - (i) Each [Any] and every condition and servitude specified in the diagram and original or subsequent Deed of Transfer;
 - (ii) All other rights and conditions imposed by a statutory authority;
 - (iii) The sanction of necessary diagrams, plans or subdivisions by any local or statutory authority.
3. If the Auctioneer makes a mistake, such mistake shall have no legal effect and shall not be considered binding upon the SELLER or Purchaser, but shall be immediately rectified.
4. If any dispute arises between Bidders, the Auctioneer's decision shall be final and binding. The Auctioneer may reject any bid without giving a reason.
5. The Purchaser shall sign these Conditions of Sale immediately after the sale or when called upon to do so by the Auctioneer and, if required to do so, shall furnish security satisfactory to the SELLER for the due performance by him of all his obligations under this document and all obligations incidental thereto.
6. If the Purchaser neglects or refuses to sign the Conditions of Sale on request of the Auctioneer or fails to provide forthwith the security/sureties aforesaid, the SELLER may, in his option, then or so soon as convenient, sell the property by Public Auction or Private Treaty at the expense or risk of the defaulter who shall submit himself to any loss thereby occasioned without benefiting by any eventual profit thereon.
7. If the PURCHASER acts as either trustee for a company about to be formed or as an agent for any principal, and such company is not registered within 30 (THIRTY) days from date of sale, or alternatively, having been registered, fails to ratify this agreement or the PURCHASER'S principal fails to ratify this agreement or contends that he is not bound by any acts on his behalf by his agent then notwithstanding any declaration by the PURCHASER as to the fact that he was acting as trustee or agent he shall be deemed to have entered into this agreement personally and he shall be bound to fulfil and perform all the obligations of a PURCHASER hereunder. If any company for whom the PURCHASER was acting as trustee is incorporated and it or any principal of the PURCHASER does adopt and ratify this agreement then the PURCHASER by his signature hereto shall be deemed to have interposed and bound himself as surety for and co-principal debtor with that company or person for the due payment, fulfilment and performance by that person of all the PURCHASER'S obligations contained herein. If the PURCHASER is a registered company, then the signatory to this document on behalf of such company by virtue of his signature hereto binds himself as surety and co-principal debtor jointly and severally with the company for fulfilment of all the terms and conditions of this agreement.
8. Payment of the purchase price shall be made as follows: -

The purchase price of the property, being the sum of R_____

(_____ **RAND**)

shall be paid as follows:-

EITHER: –

(a) The whole amount in cash or by bank guaranteed cheque shall be paid on the day of the auction
OR

(b) A 10% (TEN PERSENTAGE) deposit of R _____ (_____
_____ Rand)

shall be paid in cash or by bank guaranteed cheque on the day of the auction and the balance of
the purchase price, amounting to R _____
(_____ Rand)

shall be paid on registration of the transfer of the property into the name of the PURCHASER.
The PURCHASER shall secure payment of the balance by furnishing, within 30 (thirty) days of
confirmation of the sale as hereinafter provided, one or more guarantees from a recognised
financial institution acceptable to the SELLER.

to the Auctioneer on the signing of these Conditions of Sale;

All payments shall be made to **ROBIN MILLS GROUP** or at such other place of payment as the
SELLER may direct and the recipient of a payment shall hold it in trust:

9. The SELLER'S attorneys shall affect transfer of the PROPERTY and the Purchaser shall be liable for all transfer costs, transfer duty, stamp duty, value-added tax and all other costs payable in respect of such transfer. The Purchaser shall pay such costs to the SELLER'S attorneys within (SEVEN) 7 days from being requested to do so. The conveyance shall only commence after such costs have been paid and the guarantee and deposit referred to in Clause 8(a) and 8(b) have been delivered and paid.
10. Possession and occupation of the said PROPERTY shall be given to the PURCHASER **on the date of registration of the transfer of the property into the name of the PURCHASER (not before 31st January 2020), without any warranties by the SELLER regarding vacant occupation and possession**, from which date all revenue accruing to, and expenditure, in respect of said PROPERTY, shall be for the account of the PURCHASER and the PROPERTY shall thereafter remain solely at his risk and be for his profit or loss.
11. With effect from the date of the sale the SELLER shall insure the property or keep it insured against risk of loss or damage normally covered by a property owner's policy with an insurance company of the SELLER'S choice. The PURCHASER shall be responsible for the premiums for the period from the date of the sale until transfer of the property is given to the PURCHASER.
12. The PURCHASER shall not be entitled to make any alterations to the property before transfer without the prior written consent of the SELLER, which consent the SELLER shall be entitled to refuse in his sole and absolute discretion
13. CERTIFICATES TO BE OBTAINED
- 13.1 The PURCHASER shall at his own cost obtain a certificate of compliance with Government Regulations No. 2920/1992 in terms of the Occupational Health and Safety Act 85 of 1993, by an accredited person registered with the Electrical Contracting Board of South Africa, certifying that the electrical installation on the property is in accordance with SABS 0142. Should the PURCHASER fail to comply with the provisions of this clause, the SELLER shall be entitled to make the necessary arrangements to obtain the aforesaid certificate and to recover any costs so incurred by him from the Purchaser;

- 13.2 The PURCHASER shall at his own expense, arrange for the accessible sections of the beams and woodwork of the buildings on the property to be inspected by an accredited person, for infestation of beetles and for the replacement and/or treatment of any infested wood as recommended by such accredited person and the SELLER shall have no obligations whatsoever in this regard;
- 13.3 The PURCHASER shall at his own expense, arrange for the Plumbing Certificate by an accredited person, and for the replacement or repairs of any defects thereof as recommended by such accredited person and the SELLER shall have no obligations whatsoever in this regard.
- 13.4 Or any other certificates as required by either legislation or the institution granting the bond.
14. If transfer is not registered into the name of the PURCHASER before date of occupation, the PURCHASER shall pay interest on the full purchase price at the rate of **12% (TWELVE PER CENTUM)** per annum, payable from the date of occupation to the date of Registration of Transfer, monthly in advance.
15. SPECIAL CONDITIONS
- 15.1 This agreement is subject to the confirmation by the **Curator Bonis** within a period of **(TWENTY ONE) 21 business days** as from the date on which the PURCHASER signs this Conditions of Sale.
- 15.2 Should the Seller / Curator Bonis not accept the sale in total or within **(TWENTY ONE) 21 business days** from date of signature, this document is deemed "pro non scripto" on receiving written cancellation by the purchaser.
- 15.3 The Seller hereby warrants that should a higher offer than this occur within **(TWENTY ONE) 21 business days** the Seller will notify the agent of the Purchaser within **2 (two)** business days of such an offer, and the Purchaser warrants to submit a higher offer or withdraw his offer within **2 (two)** business days after date of notification.
16. The Purchaser warrants that neither the SELLER nor any other person on his behalf has made any representation or given any warranty express or implied in connection with the said PROPERTY.
17. Should the Purchaser fail to fulfil any of his obligations under the Conditions of Sale, the SELLER shall have the right without notice, either:
- (a) to cancel the sale forthwith and without process of Law and have the PROPERTY sold again by Public Auction or Private Treaty in his sole discretion. The PURCHASER forfeits his/her deposit. In this event the Purchaser shall be liable for all costs of such resale and any deficiency in price which may result there from and also for all Government dues and the Auctioneer's commission in respect of the first sale payable by the SELLER which he would not have had to pay, but for such cancellation and consequent resale,
 - or
 - (b) to hold the Purchaser bound by his purchase and to claim forthwith the payment of the whole of the purchase amount.

If the SELLER elects to institute action, including the taking of a judgement against the PURCHASER, for the balance of the purchase price, or any moneys which may be owing, it shall not thereby be debarred from cancelling this agreement if the judgement is not satisfied within 45 (forty-five) days of its being granted and thereupon the provisions of sub-clauses 17. (a) and 17. (b) above shall apply.

The PURCHASER shall not be entitled to recover from the SELLER compensation for any improvements which the PURCHASER may have effected to the PROPERTY prior to the cancellation of the sale.

18. Anything hereinbefore contained notwithstanding and without prejudice to any other remedy open to the SELLER in terms hereof any monies paid by the Purchaser to the SELLER or the Auctioneer shall be forfeit to the SELLER as Rouwkoop in the event of any breach of these Conditions of Sale by the Purchaser.

19. Any indulgence allowed by the SELLER to the Purchaser from time to time regarding the latter's obligations hereunder shall not prejudice the SELLER'S right strictly to impose any term or condition and to prosecute his rights hereunder at any other time.
20. All offers after the fall of the hammer with a higher purchase price and before confirmation by the SELLER will be made to the Auctioneers. The highest bidder at the auction will have the right of first refusal during the confirmation period. No offers will be considered by the SELLER if not presented through the Auctioneers.
21. It is recorded that the Purchaser will be responsible for the Auctioneer's commission calculated at the rate of **7.50% (FIVE PER CENTUM)** of the purchase price exclusive of VAT.
22. If the transaction is VAT applicable, the PURCHASER would be liable.
23. The property is sold subject to the rights and interests of the existing occupant(s), tenant(s) or lessee(s), if any, and the onus will be on the Purchaser to arrange with the occupant(s), tenant(s) or lessee(s) for the vacation of the property after it has been registered into his name, if applicable. The Seller will, however, refund to the Purchaser any rentals received by him on respect of any period after the date of registration of transfer.

The aforesaid Conditions having been publicly read; the property abovementioned was put up for sale by Public Auction at

**ERF 12583, NO 13 HAMLET PLACE, TOSCA CRESCENT, SONSTRAAL HEIGHTS,
DURBANVILLE, CAPE TOWN, WESTERN CAPE PROVINCE.**

PROPERTY EXTENT: 313 m²

on this 21st day of November 2019.

NAME OF PURCHASER: _____

ADDRESS: _____ **POSTAL:** _____

TELEPHONE NO: (BUS) _____ **(HOME)** _____
CELL _____

SIGNED AT _____ **ON THIS**
_____ **DAY OF** _____ **2019.**

AS WITNESS: _____

AUCTIONEER

PURCHASER

PURCHASER

ACCEPTED ON THIS _____ DAY OF _____ 2019.

AS WITNESS: _____

SELLER / CURATOR BONIS

INFORMATION FOR CONVEYANCER

PURCHASER

SPOUSE

FULL NAMES:

(If married woman, give
Maiden names)

PLACE AND DATE OF BIRTH:

HOW MARRIED:

ANC NUMBER AND WHERE
REGISTERED OR COUNTRY
OF MARRIAGE IF NOT RSA:

IDENTITY / PERMIT NO.

TELEPHONE NOS.:
RESIDENTIAL:

CELL:

FAX:

EMAIL:

I certify the above information to be correct.

SIGNED:

PURCHASER

SPOUSE

DATE

ANNEXURE TO CONDITIONS OF SALE

NOMINEE

The Purchaser shall have the right to appoint a nominee as purchaser in his stead (hereinafter referred to as “the Nominee”) subject to the following terms and Conditions: -

1. The Purchaser shall give written notice to the Seller's attorneys of his appointment of the Nominee, such notice to set forth the name, legal status and address of the Nominee and to bear an acceptance of such nomination signed by the Nominee on the same day as the date of the auction sale, failing which his right to appoint a nominee shall lapse.
2. In the event of a Nominee being appointed as aforesaid:
 - 2.1 Any transaction, responsibility or obligation that may have existed between the Seller and the Purchaser in respect of the purchase of the property shall be dissolved and any amounts paid by the Purchaser to the Seller in terms hereof shall be deemed to have been refunded and to have been paid by the Nominee who shall reimburse the Purchaser accordingly; and
 - 2.2 The Purchaser binds himself as surety for and co-principal debtor with the Nominee for the due performance of all the Nominee's obligations in terms of this agreement.

Date: _____

TO WHOM IT MAY CONCERN

I, _____, hereby nominate

ID. NO. _____

ADDRESS: _____

as Purchaser in terms of the Conditions of Sale of

**ERF 12583, NO 13 HAMLET PLACE, TOSCA CRESCENT, SONSTRAAL HEIGHTS,
DURBANVILLE, CAPE TOWN, WESTERN CAPE PROVINCE.**

PROPERTY EXTENT: 313 m²

Signed at _____ on this _____ day of _____ 20____.

ID NO. _____

I, _____, hereby accept the

nomination as Transferee of the property known as

**ERF 12583, NO 13 HAMLET PLACE, TOSCA CRESCENT, SONSTRAAL HEIGHTS,
DURBANVILLE, CAPE TOWN, WESTERN CAPE PROVINCE.**

PROPERTY EXTENT: 313 m²

and acknowledge myself to be bound by the terms and conditions of the Conditions of Sale signed by

Signed at _____ on this _____ day of _____ 20____.

NOMINEE

ID NO. _____