



**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

**UNITE GROUP**  
82 3rd Avenue, Varkfontein Farm 241, Tshwane Non Urban  
**("the SELLER")**

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

**Erf Description: RE of Farm 241 VARKFONTEIN Reg Div: JR GAUTENG**  
**Title Deed No: T101751/2013**  
**Extent: 399.4877 Ha**  
**Zoning: Farm**

**("the PROPERTY")**

Subject to the following conditions:

## 1 INTERPRETATION AND INTRODUCTION

### 1.1 Any reference to: -

1.1.1 The one gender shall include the other gender.

1.1.2 Natural persons shall include legal persons and vice versa.

1.1.3 The singular shall include the plural and vice versa.

1.1.4 References to the Executor, Trustee or Liquidator shall include the Provisional Trustee or Provisional Liquidator.

1.2 In the event of this OTP not arising from a public auction but as private treaty, then all references to this Conditions of Sale shall adopt meaning equivalent to a Deed of Sale considering the following expressions:

1.2.1 **AUCTIONEER** shall refer to **AGENT**

1.2.2 **AUCTIONEER'S** commission shall refer to **AGENT'S** commission.

1.2.3 **BID** shall refer to **PURCHASE PRICE**, and all the other clauses shall be applicable as incorporated in the OTP.

1.3 If these Conditions of Sale should arise from a public auction, they will incorporate Tirhani Auctioneers' Rules of Auction in their entirety which is annexed to this OTP and marked as "**Annexure A**". The Rules of Auction are available at [www.tirhani.co.za](http://www.tirhani.co.za) as well as at the offices of Tirhani Auctioneers Gauteng CC; 1 Centex Close, Eastgate Ext 4, Sandton.

## 2 INSPECTION AND NON-SUSPENSIVE CONDITIONS

2.1 The **PURCHASER** agrees that the transaction was not contingent upon any inspection, financing or any other condition, it being specifically recorded that the property was sold **VOETSTOOTS**, on a non-suspensive basis, as is, where is, in its present condition, with no express or implied guarantees or warranties regarding the condition and fitness of the property for a particular use.

2.2 The property is sold subject to all conditions, servitudes, current or forthcoming land claims, legal or illegal occupants and/or expropriation applicable to the property and evidenced in the existing Title Deed or the specific property.

2.3 Neither the **AUCTIONEER** nor the **SELLER(S)** give any guarantee as to the extent, 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.

2.4 The **PURCHASER** admits that he has inspected the property to his satisfaction and that no guarantees or warranties were made by neither the **SELLER(S)** nor the **AUCTIONEER** regarding the condition of the property or improvements thereon.

### 3 PURCHASE PRICE AND PAYMENT

3.1 The purchase price of the property is the sum of R \_\_\_\_\_  
( \_\_\_\_\_ )  
\_\_\_\_\_ )

Excluding VAT (if applicable) and is payable by the **PURCHASER** as follows: -

3.2 **10% (ten percent)** deposit calculated on the purchase price payable to the **AUCTIONEER**, by way of electronic transfer bank or guaranteed cheque upon signature of the OTP by the **PURCHASER** or upon demand by the **AUCTIONEER**. The **SELLER(S)** and the **PURCHASER** authorise 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 expenses and fees.

3.3 The balance of the purchase price shall be paid or secured by means of a guarantee acceptable to the **CONVEYANCER(S)**, within **30 (thirty)** days from date of the OTP's acceptance and confirmation by the **SELLER(S)**.

3.4 The **SELLER(S)** and the **PURCHASER** hereby irrevocably instruct and authorise the **CONVEYANCER(S)** to invest the purchase price and any amounts paid by the **PURCHASER** in an interest-bearing account until registration and transfer of the property.

3.5 Interest from the funds invested by the **CONVEYANCER(S)** shall be for the credit and benefit of the Estate Agency Fidelity Fund in terms of section 32 (2) (c) of the Estate Agency Affairs Act, No. 112 of 1976.

3.6 All monies that the **PURCHASER** is owing but remain unpaid on the due date, shall bear interest at the rate of **2% (two percent)** above the prime lending rate per month, calculated from the due date to the actual date of payment (both days inclusive).

3.7 The **PURCHASER** shall be responsible for payment of Bank costs.

3.8 Failure on the part of the **PURCHASER** to settle the purchase price after the signing of this OTP shall constitute a breach and be dealt with according to the breach provisions contained in this OTP.

### 4 SELLER'S COMMISSION

4.1 The parties hereby agree that the **AUCTIONEER** is the sole agent for the transaction and represents the **SELLER(S)** exclusively and shall be paid seller's commission by the **SELLER(S)**; at the rate, terms and conditions of which (if any) are contained in a separate agreement or mandate entered between the **SELLER(S)** and the **AUCTIONEER**.

4.2 The parties hereby agree that the **AUCTIONEER** is the effective course of the sale and shall be paid seller's commission by the **SELLER(S)** (if applicable) on acceptance of the sale.

## **5 AUCTIONEER'S COMMISSION**

- 5.1 The **PURCHASER** shall be liable for the payment of the **AUCTIONEER'S COMMISSION** at the rate of **6% (six percent) Plus VAT** of the purchase price; it being recorded that **AUCTIONEERS' COMMISSION** is over and above the purchase price.
- 5.2 The **AUCTIONEER'S COMMISSION** shall be deemed to have been earned upon the conclusion of the auction and immediately payable by the **PURCHASER** into the **AUCTIONEER'S** nominated Trust Account upon the **PURCHASER** signing the OTP, it being recorded that the auctioneer's commission shall be payable simultaneously with the deposit contemplated in clause 3.2 herein and shall be in addition to said deposit.
- 5.3 Tirhani Auctioneers shall be entitled to, and the **PURCHASER** shall remain responsible for, the payment of the **AUCTIONEER'S COMMISSION** and/or damages should the transaction not continue or be cancelled because of any failure by the **PURCHASER** to fulfil his obligations in terms of this OTP and the Rules of Auction.

## **6 VALUE ADDED TAX/TRANSFER DUTIES AND OTHER LIABILITIES**

- 6.1 If SARS regards the sale of the property as a vat-able transaction, then the **PURCHASER** shall pay **VAT** to the **SELLER'S CONVEYANCERS** upon demand, it being specifically recorded that the purchase price excludes **VAT**.
- 6.2 If the sale of the property is not a vat-able transaction, but **TRANSFER DUTY** is payable, the **PURCHASER** shall pay **TRANSFER DUTY** to the **SELLER'S CONVEYANCERS** upon demand, it being specifically recorded that the purchase price excludes **TRANSFER DUTY**.
- 6.3 This transaction is subject to **CONVEYANCING FEES** as agreed upon and stipulated by the **CONVEYANCER(S)**.
- 6.4 Therefore, the **PURCHASER** shall be liable for the payment of the **CONVEYANCING FEES** upon demand by the **CONVEYANCER(S)**, it being recorded that the **CONVEYANCING FEES** are not included in the purchase price.

## **7 SIGNATURE OF THE OTP**

- 7.1 The **PURCHASER** shall sign this OTP when called upon to do so by the **AUCTIONEER**, it being recorded that the **PURCHASER** undertakes to sign the OTP immediately after the conclusion of the auction.
- 7.2 Should the **PURCHASER** be married in community of property or act on behalf of a third party, he guarantees that the necessary letter of authority or power of attorney to legally bind the joint estate and/or the third party has been obtained and that the transaction shall be concluded in all its facets. The said letter of authority or power of attorney must be submitted upon request.
- 7.3 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 any terms hereof have been duly given as required.

- 7.4 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.
- 7.5 The **PURCHASER** shall be obliged to submit a duly deposed resolution authorizing him to discharge the obligations arising from the signing of this OTP.
- 7.6 In the event of the **PURCHASER** signing this OTP in his capacity as trustee or agent for a company or close corporation to be formed, and:
- 7.6.1 the **PURCHASER** fails within **30 (thirty)** days from date of acceptance of this offer to register a company or close corporation having as one of its objects the ratification and adoption of this OTP; or
- 7.6.2 such company or close corporation 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.
- 7.7 In the event of such company or close corporation 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 or close corporation for the due performance by it as the **PURCHASER** of all the terms, conditions and obligations arising from this OTP.
- 7.8 If the person signing this OTP acts without the letter of authority, power of attorney, or resolution contemplated in paragraphs 7.2 and 7.3 herein, and the said remedies are not available against the **PURCHASER**, then the person signing this OTP will be liable for Delictual Damages.

## **8 SURETYSHIP WHERE PURCHASER IS A COMPANY, CLOSE CORPORATION OR AGENT FOR A PRINCIPAL**

- 8.1 Should the **PURCHASER** be a company, close corporation, trust, or principal represented herein by an agent, the person signing this OTP on behalf of the **PURCHASER** hereby interposes and binds himself as surety for, and co-principal debtor with the **PURCHASER** for the due and proper discharge of all the **PURCHASER'S** obligations arising from this OTP.
- 8.2 If any person purports to be representing another person, including a company, close corporation, association, or trust, and signs this OTP on that basis, then that individual shall, by signing this OTP on behalf of such other person, 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.
- 8.3 The person signing this OTP will nevertheless be held personally liable for the fulfilment of all terms hereof, even though he acts on behalf of a principal or spouse.

8.4 Should there be more than one **PURCHASER**, the **PURCHASERS** shall all be liable jointly and severally for all the obligations in terms hereof as well as for the payment of all monies hereunder and for complying with all the terms and conditions of this OTP *in solidum*.

## 9 ACCEPTANCE AND CONFIRMATION

9.1 The property is sold to the highest bidder (herein referred to as the **PURCHASER**) but subject to confirmation by the **SELLER**, which confirmation may be given or refused by the **SELLER** without furnishing reasons, therefore. This document constitutes an Offer to Purchase (OTP) by the **PURCHASER**, and the **PURCHASER** is unconditionally and irrevocably bound to this OTP for a period of **14 (FOURTEEN) DAYS (CONFIRMATION PERIOD)**; the calculation of which excludes the date of signature hereof by the **PURCHASER**. The OTP is open for acceptance by the **SELLER** at any time during this period. The onus will rest upon the **PURCHASER** to establish whether his bid was confirmed or not.

9.2 The **SELLER** reserves the right to extend the confirmation period within reason.

9.3 If this OTP is not confirmed, 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 without delay.

9.4 Should the **SELLER** decide to entertain subsequent bids during the acceptance and 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 hours (excluding public holidays and weekends) after notification by the **AUCTIONEER**.

9.5 If the **PURCHASER** elects to exercise the right of refusal contemplated in clause 9.4 herein, the **PURCHASER** shall amend his original OTP or complete and sign a new OTP reflecting such high offer and shall supplement the deposit and the **AUCTIONEER'S COMMISSION** contemplated clause 3.2 and clause 4.1 herein accordingly.

9.6 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 to pass transfer, then this OTP is subject to such consent being obtained in writing in the normal course of the conveyancing process.

## 10 CONVEYANCING AND TRANSFER

10.1 The **SELLER** shall appoint the **CONVEYANCER(S)** to effect registration and transfer of the property unless the **SELLER** authorises the **AUCTIONEER** to do so.

10.2 Registration and transfer of the property shall be processed by the **CONVEYANCER(S)** once the **PURCHASER** has paid or secured the purchase price in full and fulfilled the statutory requirement to pay VAT or Transfer Duty and other liabilities upon demand (whichever is applicable), it being specifically recorded that the purchase price excludes VAT or Transfer Duty and other liabilities.

## **11 RATES, LEVIES AND TAXES**

- 11.1 The **PURCHASER** shall, from the date possession and/or occupation (whichever occurs first), be liable for the payment of all duties, rates, levies, taxes, and any other municipal charges.
- 11.2 The **SELLER** shall be responsible for the payment of ALL ARREARS including municipal rates, taxes, municipal services accounts and levies (if applicable) in respect of the property.

## **12 ELECTRICAL CERTIFICATE OF COMPLIANCE**

- 12.1 The **SELLER** shall; at his own cost, obtain an electrical certificate of compliance (COC) issued by a qualified electrician, and any other necessary certificates to the effect that the buildings on the properties are free from timber destroying insects, or gas, or any other certificates of whatsoever nature that may be required.
- 12.2 The COC issued not more than 2 (two) years prior to the date of this OTP shall be valid and effective for the purposes of this paragraph 12.

## **13 OCCUPATION, TENANCIES, ALTERATIONS AND VACATION**

- 13.1 The property is sold **free of any** lease agreements.
- 13.2 Vacant occupation is however **NOT GUARANTEED**.
- 13.3 Possession and/or occupation prior to registration and transfer of the properties will be given by the **SELLER(S)** and taken by the **PURCHASER** subject to any existing lease agreements, leasing, tenancy, or legal or illegal occupation, on the date of the **REGISTRATION**, or as agreed upon in writing with the **PURCHASER**.
- 13.4 The **PURCHASER** shall be liable for the payment of interest calculated at **11% (eleven percent)** per annum on the purchase price from the date of possession and/or occupation (whichever occurs first) to the date of registration and transfer (both days inclusive), which interest shall be deemed as occupational rent.
- 13.5 The **PURCHASER** shall be obliged to insure the property comprehensively as from the date of possession and/or occupation (whichever occurs first) failing which, the **SELLER** may insure it on the **PURCHASERS** expense.
- 13.6 Prior to the registration of transfer, the **PURCHASER** will not be entitled to sublet or make any improvements and/or alterations to or on the property without the written consent of the **SELLER**.
- 13.7 Should the **PURCHASER** make any repairs, alterations or improvements to the property; then, unless otherwise agreed to beforehand, in writing, between the parties, the **PURCHASER** shall not be entitled to 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.
- 13.8 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 any occupation prior to transfer.

13.9 Upon cancellation, the **PURCHASER** shall be liable for any damages suffered by the **SELLER(S)** because of any alterations effected by the **PURCHASER**, not authorised by the **SELLER(S)**.

#### **14 NON-COMPLIANCE AND/OR BREACH**

14.1 In the event of default, the party responsible for non-compliance of this OTP shall be responsible for payment of the total **AUCTIONEERS' COMMISSION**.

14.2 Should the **PURCHASER** default by failing or refusing to sign this OTP, pay the deposit or to settle the purchase price upon demand by the **AUCTIONEER** as outlined in this OTP, or by violating any condition of this OTP, or neglecting to comply to a written notice by fax or by hand or by prepaid registered post from the **SELLER(S)** or **AUCTIONEER** or the **CONVEYANCER(S)**, and fail to rectify such breach within **7 (seven) days**, the **SELLER(S)** will be entitled to, without prejudice to any other rights:

14.2.1 hold the **PURCHASER** bound to this OTP, and demand specific performance of the OTP with or without damages;

14.2.2 re-sell the property by virtue of a new auction or private treaty, at the **PURCHASER'S** risk, who will be held responsible for any shortages and/or costs involved therein. Any increase in price will be to the benefit of the **SELLER(S)**, or

14.2.3 cancel the OTP, take possession of the property, evict all occupants from the property, and claim damages which will include any damages or costs involved in the resale of the property, either by public auction or private treaty.

14.3 In the event of cancellation of this OTP due to default by the **PURCHASER**, the **SELLER(S)** and **AUCTIONEER** shall remedy the **PURCHASER'S** default in terms of regulation 21 (2) (l) of the CPA which provides that: *"Should the purchaser default, a forfeit fee not exceeding 10% (ten percent) 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, whichever is the lesser. In such an event of default by the purchaser, the refundable registration deposit will be retained and used to set-off the forfeit fee, or part thereof if the fee is lesser. Should the retained refundable registration deposit be greater, the difference will be refunded to the purchaser"*.

14.4 The **PURCHASER** shall be liable for all legal costs incurred by the **SELLER(S)** arising out of a breach of this OTP by the **PURCHASER**, on the attorney and own client scale of costs including collection fees.

#### **15 JURISDICTION AND ADDRESS FOR DELIVERY DOCUMENTS**

15.1 The parties hereto agree to the jurisdiction of the Lower Court in respect of any lawsuit arising from this OTP, or at the discretion of the **SELLER(S)**, to the jurisdiction of the North Gauteng Division of the High Court, Pretoria, South Africa.

15.2 The parties choose the addresses as indicated herein as their *domicilium citandi et executandi* (address where they will receive all letters and processes) for the purpose of delivery of all notices and documents.



## **16 FINANCIAL INTELLIGENCE CENTRE ACT (“FICA”)**

- 16.1 The **CONVEYANCER(S)** is designated as an “accountable institution” in terms of FICA.
- 16.2 Both the **SELLER(S)** and the **PURCHASER** agree to comply with all the FICA requirements of the **AUCTIONEER** and the **CONVEYANCER(S)** and to supply the **AUCTIONEER** and the **CONVEYANCER(S)** with all their respective FICA requirements within **3 (three)** days after demand, therefore, is made. An extract of FICA requirements is annexed herewith marked “**Annexure B**”.
- 16.3 The **SELLER(S)** and the **PURCHASER** acknowledge that FICA prohibits the **CONVEYANCER(S)** to invest and administer any deposits or any other monies paid in terms of this OTP unless the **SELLER(S)** and the **PURCHASER** have provided the documentation and information as required by FICA legislation.
- 16.4 It is hereby agreed by both the **SELLER(S)** and the **PURCHASER** 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 paragraph 16.

## **17 WHOLE AGREEMENT**

- 17.1 This OTP, together with Annexures A and B annexed herewith constitutes the whole agreement between the parties relating to the subject matter hereof.
- 17.2 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 under 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 such extension, waiver or relaxation or suspension which is so given or made shall be construed as relating strictly to the matter in respect whereof it was made or given.
- 17.3 No extension of time or waiver or relaxation of any of the provisions or terms of this OTP or any agreement or other document issued or executed pursuant to or in terms of this OTP shall 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 rights strictly in accordance with this OTP.

## **18 AMENDMENTS AND ADDITIONS**

- 18.1 The terms and conditions of this OTP shall constitute the sole agreement between the parties concerned and no variation or amendment thereto shall be binding unless agreed upon in writing and signed by the **SELLER(S)** and **PURCHASER**.

## **19 WAIVER AND CONCESSIONS**

- 19.1 Any waiver or concession made or allowed by the **SELLER(S)** shall not constitute a waiver of his rights in terms of this agreement; the **SELLER(S)** shall at all times be entitled to enforce strict compliance hereof.

20 **SPECIAL CONDITIONS**

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**21 SIGNATURES:**

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

**21.1 PURCHASER:**

**NAME/ENTITY:**

.....  
.....

**IDENTITY NO/ ENTITY REGISTRATION NO:** .....

**PHYSICAL ADDRESS:**

.....  
.....

**CONTACT DETAILS:**      **(W)**.....

**(C)**.....

**(H)**.....

**(FAX)** .....

**(E-MAIL)**.....

.....

.....

**AS WITNESS**

**PURCHASER**

.....

.....

**DATE**

**PLACE**

**MARITAL STATUS OF PURCHASER IF NATURAL PERSON:**

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**

21.2 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 has signed this OTP, for the due performance by the **PURCHASER** and such bidder, for all his 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 the terms hereof shall not be 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 Signature: .....

Signed at ..... on this ..... day .....

Surety Name 2: .....

Address: .....

Signature: .....

Witness Signature: .....

Auctioneer Signature: .....

21.3 SELLER(S):

NAME/ ENTITY: .....

IDENTITY NO/ ENTITY REGISTRATION NO: .....

PHYSICAL ADDRESS: .....

.....

CONTACT DETAILS: (W) .....

(E-MAIL) .....

.....

AS WITNESS

.....

ACCEPTANCE AND CONFIRMATION (SELLER)

Signed at ..... on this ..... day of .....

21.4 AUCTIONEER:

NAME/ ENTITY: TIRHANI AUCTIONEERS GAUTENG CC

ENTITY REGISTRATION NO: 2007/002487/07

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

CONTACT: (T) 011 608 2280 (F) 086 554 7417

.....

AS WITNESS

.....

AUCTIONEER

Signed at ..... on this ..... day of .....

**ANNEXURE A: RULES OF AUCTION**

## ANNEXURE 'B'

### TIRHANI AUCTIONEERS (GAUTENG) CC

#### FINANCIAL INTELLIGENCE CENTRE ACT REQUIREMENTS (FICA)

| NATURAL PERSON<br>(SA CITIZEN<br>/RESIDENT)                                                       | FOREIGN<br>NATIONALS      | SA CLOSE CORPORATION                                                                                            | SA COMPANY                                                                                 | FOREIGN COMPANY                                                                                       | PARTNERSHIP                                                                                      | TRUST                                                                                                                                                                    | LEGAL INCAPACITY/3 <sup>RD</sup><br>PARTY REPRESENTING<br>ANOTHER INDIVIDUAL                                                                            |
|---------------------------------------------------------------------------------------------------|---------------------------|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Certified</b> ID Document                                                                      | <b>Certified</b> Passport | <b>CK1-</b> Founding statement & certificate of incorporation                                                   | <b>CM1</b> – Certificate of Incorporation                                                  | Official document from foreign regulator witnessing incorporation, bearing the name, number & address | Partnership agreement                                                                            | Trust deed or founding document (i.e. a will)                                                                                                                            | <b>Certified</b> ID Document                                                                                                                            |
| <b>Certified</b> Proof of residence (not older than 3 months)                                     |                           | <b>CK2</b> – Amended founding statement (if applicable)                                                         | <b>CM22</b> – Notice of registered office and postal address                               | <b>Certified</b> Proof of trading name and business address of SA & foreign office (utility bill/s)   | <b>Certified</b> ID Document of authorised representative                                        | Letters of authority from Master (SA Trust) or foreign regulator (Foreign Trusts) to trustees                                                                            | <b>Certified</b> Proof of Residence (not older than 3 months)                                                                                           |
| South African Income Tax Number                                                                   |                           | <b>Certified</b> proof of trading name & business address (utility bill)                                        | <b>Certified</b> Proof of trading name & business address (utility bill)                   | Company resolution giving individual authority to act and sign on behalf of the company               | Proof of authority to act on behalf of partnership                                               | <b>Certified</b> ID Document respectively i.r.o an individual founder of the trust, each individual trustee, each individual beneficiary, all authorised representatives | Proof of authority to act: <ul style="list-style-type: none"> <li>• Power of Attorney;</li> <li>• Mandate Resolution;</li> <li>• Court Order</li> </ul> |
| <b>Certified</b> Marriage certificate (if married in community of property)/traditional marriage) |                           | Member’s resolution giving individual authority to act and sign on behalf of the CC                             | Company resolution giving individual authority to act and sign on behalf of the company    | <b>Certified</b> ID Document/passport of person authorised to act & sign on behalf of the company     | Applicable documents i.r.o institutional partners or an institution exercising executive control | <b>Certified</b> death certificate or certificate of deregistration where founder died or ceased to exist                                                                | <b>Certified</b> Marriage certificate (if married in community of property) / traditional marriage                                                      |
| <b>Certified</b> copy of ID Document / Passport of Spouse                                         |                           | <b>Certified</b> ID Document of person authorised to act and sign on behalf of the company & <b>each member</b> | <b>Certified</b> ID Document of person authorised to act and sign on behalf of the company | <b>Certified</b> ID document/passport of shareholder holding more than 25% voting right               |                                                                                                  | Applicable documents i.r.o any institutional beneficiaries, any institutional trustees, or institutional founder of the trust                                            |                                                                                                                                                         |
|                                                                                                   |                           |                                                                                                                 | <b>Certified</b> ID Document of shareholder holding more than 25% voting right             |                                                                                                       |                                                                                                  |                                                                                                                                                                          |                                                                                                                                                         |

THESE DOCUMENTS ARE REQUIRED BY BOTH SELLERS AND BUYERS