



**AGREEMENT AND CONDITIONS OF SALE  
IN RESPECT OF A BUSINESS AND PROPERTY  
AS A GOING CONCERN**

In which **DEVHULA AUCTIONEERS** (herein referred to as the **AUCTIONEER**) on instructions from

**THE APPOINTED JOINT LIQUIDATORS OF BOBERG BOERDERY CC (IN LIQUIDATION) REGISTRATION NUMBER: 2001/074161/23**  
**Master's Reference: T2470/2020**

(hereafter referred to as the **SELLER**), to sell on behalf of the seller, by public auction or by private treaty the under mentioned property known as:

**PORTIONS 19, 29 & 54 OF THE FARM ROOIKRAAL 188**  
**REGISTRATION DIVISION JS,**  
**PROVINCE MPUMALANGA**

MEASURING:        In total : 193.1720 ha Ha

**Together with a lease agreement that is income bearing.**

AND HELD BY DEED OF TRANSFER: **Portion 19 – T3475/2017PTA, Portion 29 – T3475/2017PTA, Portion 54 - T3475/2017PTA, (DELETE APPLICABLE)**

(herein after referred to as the “Property”)

And its business referred to in paragraph 2 herein below:

in favour of: **BOBERG BOERDERY CC - REGISTRATION NUMBER: 2001/074161/23**  
Subject to the following terms and conditions:

**1. INTERPRETATION**

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.

1.1.5 bid shall also mean purchase price and vica versa

1.1.6 bidder shall also mean purchaser and vica versa

1.2 In the event of this agreement not arising from a public auction but as a private treaty, then all references to –

1.2.1 **AUCTIONEER** shall be deemed to refer to as the Agent.

1.2.2 **AUCTIONEER'S** commission shall be deemed to refer to as Agent's commission.

1.2.3 **Bid** shall be deemed to refer to purchase price; and

all the other clauses shall be applicable as if incorporated in the agreement.

1.3 If these Conditions of Sale should arise from a public auction, it will incorporate the Rules of Auction which are available at [www.devhula.com](http://www.devhula.com) as well as at the offices of Devhula Auctioneers Oxlynn Centre 1<sup>st</sup> Floor 323 Lynnwood rd, Menlo Park, Pretoria.

## 2. **SALE OBJECT, PURCHASE AND SALE**

2.1 The following immovable property and business will be sold as at the date of sale:-

### 2.1.1 **The Property as defined hereinbefore**

Above mentioned herein referred to as the “**Sale Object**”.

## 3. **SALE AND PURCHASE OF GOING CONCERN**

3.1 The **SELLER** sells to the **PURCHASER**, who purchases, the **Sale Object** as a going concern with effect from the date of registration of transfer and upon the terms and conditions set out in this agreement.

3.2 The Parties record that: -

3.2.1. the date of supply in terms of the VAT Act will be the date of registration of transfer, being the date on which payment of the balance of the purchase price will be effected to the **SELLER**; and

3.2.2. the **Sale Object** will, after the date of registration of transfer be continued by the **PURCHASER** as a going concern.

3.3 The **SELLER** and the **PURCHASER** reciprocally warrant to each other that, as at both the date of sale and the date of registration of transfer, each of them will be registered as vendors in terms of the VAT Act. The **SELLER** and the **PURCHASER** respectively undertake, within 5 (five) business days of the date on which they are called upon to do so, to deliver to the conveyancers a certified copy of their respective VAT 103 registration certificates.

3.4 The Parties agree (and it is their intention) that: -

- 3.4.1. all of the assets necessary to carry on the Sale Object as envisaged by the VAT Act, are disposed to the **PURCHASER** in terms of this agreement;
- 3.4.2. the Sale Object sold in terms of this agreement will remain active and operating until the date of registration of transfer and will, as at the date of registration of transfer constitute an income generating enterprise for purposes of the VAT Act; and
- 3.4.3. the Sale Object is being sold as a going concern and it will, as at the date of registration of transfer, constitute an enterprise capable of separate operation, in that it will be capable of being operated as a self-standing business in its' own right.

3.5 Accordingly: -

3.5.1. the sale of the Sale Object in terms of this Agreement, falls within the ambit of Section 11(1)(e) of the VAT Act and, therefore, value added tax is payable at the rate of zero percent; and

3.5.2 the purchase price is exclusive of VAT, but VAT is payable at the rate of zero percent.

3.6 The **PURCHASER** undertakes at its own cost and expense, prior to the date of registration of transfer, to apply for and submit all documents necessary and required to the South African Revenue Service for the zero rating of the transaction in terms of section 11(1)(e) of the VAT Act.

3.7 Should, after the date of sale, the Commissioner from the South African Revenue Service hold that the Sale Object (or any part thereof) hereby sold by the **SELLER** to the **PURCHASER** was not disposed of as a going concern at the zero rate for purposes of the VAT Act, or for any reason rule that VAT is payable at the normal rate in respect of the sale of the Sale Object (or part thereof) in terms of this agreement, the purchase price shall *ipso facto* increase by an amount equal to such VAT payable on the purchase price in terms of the VAT Act and the **PURCHASER** shall be liable to pay such VAT to the **SELLER** when the **SELLER** is required in terms of the VAT Act to make payment thereof in respect of the sale, provided that the **SELLER** shall furnish the **PURCHASER** with a valid tax invoice prior to or at the time the **SELLER** is required to make payment thereof, to permit the **PURCHASER**, to claim a deduction of the VAT so payable in terms of section 16(3) of the VAT Act.

#### 4. **RESERVE PRICE AND CONFIRMATION**

4.1 The Sale Object will be sold without reserve, to the highest **BIDDER** 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 by the **PURCHASER**, and the **PURCHASER** is unconditionally and irrevocably bound to this Offer for a period of **14 calender** days (the calculation of which excludes the date of signature hereof by the **PURCHASER**) and the Offer 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.

- 4.2 The **SELLER** reserves the right to extend the confirmation period within reason.
- 4.3 If this contract 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.
- 4.4 During the confirmation period above, the **AUCTIONEER** may continue to market the sale object in the normal cause of business as he may deem fit. He may receive and take in higher Offers to Purchase from prospective **PURCHASERS**. Any such higher offer should be made to the **AUCTIONEER**, subject to the same terms and conditions as the Offer to Purchase on the auction. After confirmation of acceptability of the highest offer so received the original bidder at the auction shall have the right to equal such offer, which offer will be preferent to any other offers.
- 4.5 The **AUCTIONEER** shall advise the **PURCHASER** of the highest acceptable offer as contemplated above. The **PURCHASER** shall have the option to, within a period of 24 (twenty four) hours after being so notified (excluding weekends and public holidays), increase his offer in writing in terms of this agreement to an amount equal to the Purchase Price of such higher acceptable offer. If the **PURCHASER** elects to exercise this right, the **PURCHASER** shall amend his original Offer to Purchase or complete and sign a new Offer to Purchase reflecting such higher offer, and shall supplement the deposit and auctioneer's commission required by Paragraph 9.2 below accordingly.
- 4.6. It is specifically recorded that the bids of both the highest **BIDDER** and the under **BIDDER** (the second highest bid) will stand and be regarded as legally binding for consideration and acceptance by the **SELLER(S)**. The decision regarding acceptance of any offer shall be entirely at the discretion of the **SELLER(S)**.
- 4.7 Both these **BIDDERS** shall stay at the auction venue after completion of the auction and sign these Conditions of Sale for their respective bids immediately after the auction. Both **BIDDERS** will also be required to make payment of the deposit and commission (plus VAT, if applicable) as provided for elsewhere in these Conditions of Sale. If the highest **BIDDER** does not perform his or her duties as provided for in these Conditions of Sale and the Rules of Auction then the bid of the under **BIDDER** shall be regarded as the auction offer.
- 4.8 In the event of this agreement 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 agreement is subject to such consent being obtained in writing as soon as possible and in the normal course of the conveyancing process.

4.9 ~~The **AUCTIONEER** or his agent is entitled to bid up to the reserve price on behalf of the **SELLER**, but shall not be entitled to make a bid equal to or exceeding the reserve price.~~

## 5. **DISPUTES**

5.1 In the event of a dispute arising in regards to a bid made, the **AUCTIONEER** will have the discretion to put the Sale Object up for auction again and his decision will be final. Should the **AUCTIONEER** and/or the **SELLER** commit any error in respect of the sale of the Sale Object, such error shall not be binding upon the parties and shall be rectified.

5.2 Should the **PURCHASER** fail to conclude the transaction in all facets, the **AUCTIONEER** will be entitled to resell the Sale Object by auction or private treaty.

5.3 Should the **AUCTIONEER** have any reason to believe that a **BIDDER** is not able to pay the deposit or the purchase price, he is entitled to refuse a bid from such a **BIDDER**, or accept it provisionally, until he is satisfied that the **BIDDER** is able to pay the aforesaid amount. Should a bid be rejected under these circumstances, the Sale Object can immediately be put up on auction again.

## 6. **SIGNATURE**

6.1 The **PURCHASER** shall sign this Offer when called upon to do so by the **AUCTIONEER**.

6.2 Should the **PURCHASER** be married in community of property or bid on behalf of a third party, he guarantees that the necessary consent and power of attorney to legally bind the **PURCHASER** has been obtained and that the transaction shall be concluded in all its facets. The said written consent and power of attorney must be submitted on request.

6.3 The person signing this agreement will nevertheless be held personally liable for the fulfilment of all the terms hereof, even though he acts on behalf of a spouse or principal.

6.4 If the person acts without the abovementioned power of attorney and the said remedies are not available against the **PURCHASER** the **BIDDER** will be liable for Delictual Damages.

6.5 Should the **PURCHASER** be a company, close corporation or trust, the person signing this agreement 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 agreement.

## 7. LEASE

7.1 The Sale Object is sold subject to the existing lease agreement (Annexure \_\_\_\_\_).  
(DELETE IF APPLICABLE)

## 8. TAXES AND LEVIES

8.1 The **PURCHASER** shall be liable for payment of all duties, levies and taxes, calculated as from the date of possession and/or occupation (whichever occurs first), but shall not be held liable for any arrears.

## 9. CONVEYANCER

9.1 The **SELLER** shall appoint a conveyancer to effect registration of transfer, and the **PURCHASER** will be responsible for payment of all costs of transfer, which costs shall be payable upon demand.

## 10. VALUE ADDED TAX / TRANSFER DUTIES

10.1 The **PURCHASER** shall upon demand be liable for payment of **VAT** which is not included in the purchase price should it be found that this transaction is not a zero rated transaction, or transfer duties, whichever is applicable.

## 11. VOETSTOOTS

11.1 The Sale Object is sold **VOETSTOOTS**, and neither the **AUCTIONEER** nor the **SELLER** gives any guarantee as to the extent, patent or latent defects, the nature, quality or legality of improvements, or the legality of any activities practised thereon, and will not be held liable for any damages arising from same. The **SELLER** gives no guarantees for the successful running of the business on the property or elsewhere and the bid shall be proof of that the **PURCHASER** has acquainted himself with the conditions, defects and shortfalls of the Sale Object. The Sale Object 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 of the specific Property.

11.2 The **AUCTIONEER** and/or **SELLER** is not obliged to point out any beacons or boundaries, and any description or information, whether by way of advertising, brochures or verbal communication is done in good faith and the **PURCHASER** acknowledges that he was not induced into this agreement by any explicit or implied representations, warranties, statements made or information given by any person.

11.3 It is agreed by the **PURCHASER** that neither the **SELLER** nor the **AUCTIONEER** purport to be experts with regards to defects in immovable property, and consequently that their failure to specifically point out a specific defect cannot be seen as any form of misrepresentation.

11.4 The **PURCHASER** acknowledges that the subject Property sold herewith is not a newly constructed building and that the condition of the Property may not be the same as that of such newly constructed building. Consequently, certain patent and latent defects may have developed, particularly but not limited to the condition of the roof and roof trusses, ceilings, electrical-, plumbing- and sewerage reticulation, walls, windows and skylight fittings, floors, fixtures and fittings, gates, pool and pond electrical components, garden installations and all other similar appurtenances.

11.5 **BIDDERS** should refrain from either bidding at the auction or making an offer for the **Sale Object** if they have not familiarised themselves with all of the clauses of this Conditions of Sale and the condition and status of the Property and Sale Object, and neither the **SELLER** nor the **AUCTIONEER** accepts any liability towards the **PURCHASER** in this regard.

## 12. PURCHASE PRICE AND MEANS OF PAYMENT

12.1 The purchase price of the Sale Object is:

**Immovable property: R \_\_\_\_\_**  
**WORDS(\_\_\_\_\_), together WITH /**  
**WITHOUT a lease agreement that is income bearing (IF NO LEASE,DELETE**  
**ACCORDINGLY)**

**excluding** VAT and is payable as follows:

12.2 **10%** of the full purchase price as a deposit to the **AUCTIONEER**, by way of a bank guaranteed cheque or electronic transfer on acceptance by the **PURCHASER** or as requested by the **AUCTIONEER**. The **SELLER** and the **PURCHASER** authorises the **AUCTIONEER**, upon acceptance of this offer by the **SELLER**, to pay the remainder of the deposit after deduction of commission, expenses and fees, into the Estate account for the benefit of the **SELLER**.

12.3 The balance of the purchase price shall be paid or secured by means of a guarantee from an approved financial institution and acceptable to the **SELLER** at their sole discretion, within **45 (forty-five)** days from date of confirmation, payable upon registration of transfer.

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

## 13. AUCTIONEERS' COMMISSION

13.1 The parties hereby agree that the **AUCTIONEER** is the effective cause of this transaction and that it is entitled to auctioneers' commission at confirmation of this sale which shall be paid by the **SELLER** and/or **PURCHASER**.

13.2 The **SELLER** will be liable for auctioneers' commission of **6%** (exclusive of VAT).

13.3 Notwithstanding anything to the contrary the party responsible for non-compliance of this agreement will be responsible for immediate payment of the total auctioneers' commission and expenses incurred.

#### **14. EFFECTIVE DATE**

14.1 The effective date shall be the date on which the **PURCHASER** has satisfied the **SELLER** that he has complied with all the terms and conditions of this agreement.

#### **15. POSSESSION, OCCUPATION, OWNERSHIP, AND INSURANCE**

15.1 Occupation of the property will be given to and taken by the **PURCHASER** subject to any existing lease agreements, leasing, tenancy or legal or illegal occupation upon **date of registration of the transfer of the Sale Object** (or as agreed upon in writing between the parties), from which date the sole risk, profit or loss of the Sale Object shall rest upon the **PURCHASER**.

15.2 Until the date of registration of the transfer of the Property ownership shall vest in the **SELLER** and the **PURCHASER** shall not have the right to sell, sublet, encumber, alienate or pledge the Sale Object or any part thereof in any manner, except where trading stock is disposed of in the normal course of business or consumables consumed.

15.3 The **PURCHASER** shall be obliged to comprehensively insure the Sale Object as from date of possession and/or occupation (whichever occurs first) failing which, the **SELLER** may insure it at the **PURCHASER'S** expense.

#### **16. NON COMPLIANCE AND / OR BREACH**

16.1 Should the **BIDDER** fail to, or refuse to sign the conditions of sale, or to pay the deposit or purchase price on request of the **AUCTIONEER** as described above, the Sale Object can, at the **AUCTIONEERS'** discretion, be sold *de novo* by virtue of an auction or private treaty, at the **BIDDERS** risk, who will be held responsible for any shortages and/or costs and/or damages which might ensue from his non-compliance. Any increase in price will be to the benefit of the **SELLER**.

16.2 Should the **PURCHASER** breach any term or condition of this agreement and neglect to comply with a written notice by fax or by hand or by prepaid registered post or by way of electronic mail from the **SELLER** or **AUCTIONEER** or the **SELLER'S** conveyancer to rectify such breach within 7 (seven) days of **date of delivery thereof**, the **SELLER** will be entitled to, without prejudice to any other rights:

16.2.1 Demand specific performance of the agreement with or without damages;  
OR



16.2.2 Cancel the agreement, 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.

16.3 In the event of cancellation of this agreement the **PURCHASER** shall forfeit all monies paid, including deposit and commission paid in terms of this agreement to the **SELLER** and/or the **AUCTIONEER** as liquidated damages.

16.4 The **PURCHASER** gives an irrevocable right to the **SELLER** to, in the event of lawful cancellation of this agreement, sign documents on behalf of the **PURCHASER**, which might be required to reinstate any property(ies), license and/or leases into the name of the **SELLER** or any other persons' name.

16.5 Any notice, demand or other communication properly addressed by either party at the *domicillium* in terms hereof for the time being and send by prepaid registered post shall be deemed to be received by the other party on the 5<sup>th</sup> business day following the date of posting thereof, and if delivered by hand, shall be deemed to have been received by the party upon delivery at the aforesaid *domicillium* **and if sent by way of electronic mail or fax shall be deemed to have been received by the party on the day it was transmitted.**

The provision shall not be construed as precluding the utilisation of other means and methods for the transmission of delivery of notices, demands and other communications, but no presumption of delivery shall arise if any such means or method is used.

16.6 In the event that the **SELLER** institutes legal action against the **PURCHASER** due to non-compliance of this agreement then the **PURCHASER** will be held liable for all legal costs on the scale as between attorney and own client plus collection commission.

## **17. JURISDICTION AND DOMICILIA**

17.1 The parties hereto agree to the jurisdiction of the Lower Court in respect of any lawsuit arising from this agreement, or at the discretion of the **SELLER**, to the jurisdiction of the North Gauteng High Court Pretoria or South Gauteng High Court Johannesburg, and 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 purposes of delivery of all notices and documents.

## **18. SUBMISSION OF CERTIFICATES**

18.1 The **SELLER** confirms that he will, at his own cost, obtain an electrical installation certificate and/or the necessary certificates to the effect that the buildings on the

Property are free from timber destroying insects, or gas or any other certificates of whatsoever nature that may be required

## 19. IMPROVEMENTS

- 19.1 Prior to 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**. In the event of cancellation of this agreement, for whatever reason, the **PURCHASER** herewith waives any claim of any nature which he may have for necessary, useful or luxurious improvements and/or alterations on or to the Property.

## 20. FINANCIAL INTELLIGENCE CENTRE ACT (“FICA”)

- 20.1 It is acknowledged that the conveyancer is designated as an “accountable institution” in terms of FICA.
- 20.2 Both the **SELLER** and the **PURCHASER** agree to comply with all the FICA requirements of the **AUCTIONEER** and the conveyancer and to supply the **AUCTIONEER** and the conveyancer with all their respective FICA requirements within 3 (three) days after demand therefore is made.
- 20.3 The **SELLER** and the **PURCHASER** acknowledge that FICA prohibits the conveyancer to invest and administer any deposits or any other monies paid in terms of this agreement, unless the **SELLER** and the **PURCHASER** have provided the documentation and information as required by FICA legislation.
- 20.4 It is hereby agreed by both the **SELLER** and the **PURCHASER** that neither the **AUCTIONEER** nor the conveyancer shall be liable for any loss or damage suffered by either of them, as a result of either the **SELLER** or the **PURCHASER** failing to comply with the provisions of this Clause 20.

## 21. MATRIMONIAL PROPERTY ACT

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 agreement or any matters arising therefrom or in terms hereof have been duly given as required.

## 22. AMENDMENTS AND ADDITIONS

- 22.1 The terms and conditions contained in this agreement constitutes the sole agreement between the parties relating to the Sale Object and no variation or amendment thereto shall be binding unless reduced to writing and signed by the parties hereto.

## **23. WAIVER AND CONCESSION**

23.1 Any waiver or concession made or allowed by the **SELLER** shall not constitute a waiver of his rights in terms of this agreement, and the **SELLER** shall at all times be entitled to enforce strict compliance hereof.

## **24. SPECIAL CONDITIONS**

- The SELLER will be responsible for spluma compliance before transfer and will also be responsible for the cost thereof.
- The purchaser will be responsible for issuing the transferring attorney with a valid Certificate of Compliance with regards to the electricity before transfer and will also be responsible for the cost thereof.
- The property is sold with / without a lease. (DELETE IF NOT APPLICABLE)

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

**PURCHASER**

NAME: .....

(Identity/Registration number – .....) )

REGISTRATION NUMBER: .....

POSTAL ADDRESS: .....

PHYSICAL ADDRESS: .....

TELEPHONE NR: .....(W) FAX NR: .....

..... (H) CELL NR: .....

E-MAIL ADDRESS: .....

VAT number: .....

.....  
AS WITNESS

.....  
PURCHASER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PLACE

MARITAL STATUS OF PURCHASER

**\*\* Delete which is not applicable**

STATUS: Unmarried / married / divorced

IF MARRIED: In community / Ante nuptial contract

IF MARRIED IN COMMUNITY OF PROPERTY, THEN:

Full name of spouse: .....

Identity number: .....

.....  
AS WITNESS

.....  
SPOUSE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PLACE



**SELLER 1:**

NAME: **JZH MULLER IN HIS CAPACITY AS JOINT LIQUIDATOR OF BOBERG  
BOERDERY CC (IN LIQUIDATION) REGISTRATION NUMBER:  
2001/074161/23**

FIRM: **TSHWANE TRUST**

POSTAL ADDRESS: **PO BOX 12142, QUEENSWOOD, 0121**

TELEPHONE NO **086 187 4926**

.....  
AS WITNESS

.....  
ACCEPTANCE AND  
CONFIRMATION BY SELLER  
**JZH MULLER**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PLACE

**SELLER 2:**

NAME: **M BALISO IN HIS CAPACITY AS JOINT LIQUIDATOR OF BOBERG  
BOERDERY CC (IN LIQUIDATION) REGISTRATION NUMBER:  
2001/074161/23**

FIRM: **M BALISO & ASSOCIATES**

POSTAL ADDRESS: **9 WIGWAM WAY, PARKLANDS**

TELEPHONE NO **(021) 557 2778**

.....  
AS WITNESS

.....  
ACCEPTANCE AND  
CONFIRMATION BY SELLER  
**M BALISO**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PLACE

**SELLER 3:**

NAME: **R B BAILEY IN HER CAPACITY AS JOINT LIQUIDATOR OF BOBERG  
BOERDERY CC (IN LIQUIDATION) REGISTRATION NUMBER:  
2001/074161/23**

FIRM: **BAILEY ATTORNEYS**

POSTAL ADDRESS: **P O BOX 3355, TYGER VALLEY, 7536**

TELEPHONE NO **(021) 914 3322**

.....  
AS WITNESS

.....  
ACCEPTANCE AND  
CONFIRMATION BY SELLER  
**M BALISO**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PLACE



**AUCTIONEER**

**Devhula Auctioneers**  
Oxxlynn Centre 1<sup>st</sup> Floor  
323 Lynnwood Rd  
Menlo Park  
0081

Telephone: (012) 000 1956

.....  
AS WITNESS

.....  
ON BEHALF OF AUCTIONEER  
(DULY AUTHORISED THERETO)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PLACE

**CALCULATION OF FIRST PAYMENT:**

10% of purchase price as deposit = R .....

**Total Payment** = R \_\_\_\_\_