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Company Registration No. 2006/003667/23
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TIC AUCTIONS.
Estate Agents |Appraisers |Auctioneers

CONDITIONS OF SALE AND AGREEMENT: Fixed Property

Whereas **TIC AUCTIONS (CC) (Reg. No. 2006/003667/23)** in their capacity as Auctioneers will sell the property hereunder described by public auction on the instruction received from:

_____

(Hereinafter referred to as "**the SELLER**"), we are selling herewith the property known as:

PROPERTY DESCRIPTION: Unit 138 Sectional Title Woodridge, Registration Division FT, Province of KwaZulu Natal, situated at 176 Blamey Road, Montclair, Durban, in extent 67m².

This sale is subject to the following terms and conditions:

1. **SALE:** The property will be sold to the highest acceptable bidder subject to confirmation by the Executor/Trustee/s/Seller, which confirmation or refusal will be given without furnishing any reasons within 7 **working days** from the date of the sale. If during the confirmation period a higher offer is made, the offer must be made through offices of the Auctioneer, under the same conditions and terms as in this contract with the proviso that the original **PURCHASER** can equal the higher offer within 24 hours.

2. **PURCHASE PRICE:** The purchase price is to be paid as follows:
   - **2.1** A D**eposit** of **15%** of the purchase price upon signing of these Conditions of Sale and payable to the Auctioneer and to be held in the Auctioneers Trust account.
   - **2.2** The balance on registration of transfer in the name of the **PURCHASER** for which the **PURCHASER** will be obliged to furnish an approved bank guarantee within **30** days of confirmation of the sale which guarantee will be payable to the **SELLER** or his nominee for the full balance or the purchase price, which guarantee will be payable at the Purchasers Attorney.

3. **COSTS:** The **PURCHASER** will also pay on request the Conveyancing costs, including transfer costs, transfer duty, stamps and all other expenses required to effect transfer into his name. The conveyancing shall be attended to by the **SELLERS ATTORNEY** and the **SELLERS**

ATTORNEY shall be entitled to charge according to the recommended tariff as laid down by the KwaZulu Natal Law Society relating to transfer of immovable property.

4. **AUCTIONEERS COMMISSION: Auctioneers Commission of 10% (TEN PERCENTUM) of the Purchase Price plus VAT** shall accrue and shall be paid to the Auctioneer by the **SELLER**, upon acceptance of the sale by the SELLER. The Auctioneer will hold the **Deposit** (cl. 2.1) in the Auctioneers Trust Account until acceptance of this Offer to Purchase by the **SELLER**. Immediately upon such confirmation and acceptance by the **SELLER**, the Commission shall be deemed to have been earned and shall be payable to the Auctioneer, and the Auctioneer may then take its commission from the Deposit paid by the Purchaser.

5. **TRANSFER:** As soon as the **PURCHASER** has paid or guaranteed the full purchase price together with all the costs and disbursements as mentioned above, the property will be transferred into the name of the **PURCHASER** which transfer will be effected by the attorneys nominated by the **SELLER.**

6. **DOMICILIUM AND NOTICES:** The **PURCHASER** chooses as his domicilium citandi et executandi for all purposes under this agreement, for purposes of service of court process, notices or any other documents or communications whatsoever the address set out in this contract. All notices dispatched to the **PURCHASER** by registered mail shall be deemed to have reached him five (5) days from date of posting or on the same date if delivered by hand or by E-mail.

7. **BREACH:** Should the **PURCHASER** fail to comply with all or any of the terms and conditions of this agreement the **SELLER** will be entitled but not obliged to summarily cancel this agreement without giving any notice to the **PURCHASER**. In the event of such cancellation the **PURCHASER** will forfeit the deposit towards liquidated damages. Alternatively the **SELLER** will be entitled to sell the property by public auction or private treaty at the risk and costs of the **PURCHASER** and loss which may arise as a result of such resale will be payable by the **PURCHASER**. The **PURCHASER** will however not benefit by any profit which may arise out of the resale.

8. **VOETSTOOTS:** The property is sold "voetstoots" and the **SELLER** shall not be responsible should it later transpire that the measurements of the property differ from the measurements given and the **PURCHASER** acknowledges that he has seen and inspected the property and accepts the same as it stands with all defects, latent or otherwise. The property is further sold subject to all conditions and servitudes mentioned in the original and subsequent Deeds of Transfer.

9. **GOOD FAITH:** Descriptions and information in advertisements and catalogues or given verbally, are given in good faith.

10. **BEACONS:** The **SELLER** or the Agent is not obliged to point out the beacons or boundaries of this property.

11. **CONFIRMATION:** The date of confirmation and acceptance of this agreement by the **SELLER** shall be within 7 **working days** from the date of signature hereof, during which time the Purchaser is irrevocably bound by the conditions of this agreement.

12. **POSSESSION:** Possession of the property will be given to the **PURCHASER** on date of **Registration of Transfer** into the name of the **PURCHASER** from which date onwards all risk, profit and/or loss in the property will be on the **PURCHASER** and from which date he/she will be responsible for all assessments and duties payable in respect of the property. If such payments and duties have already been pre-paid, the **PURCHASER** will be obliged to refund that portion to the **SELLER**.

14. **EXISTING OCCUPANT:** The property is sold subject to existing lease agreement(s), if any, and thus to the rights and interests of the existing tenant(s) or lessee(s). The onus will be on the **PURCHASER** to arrange with the tenant(s) or lessee(s) for the vacation of the property after the sale was confirmed, if the **PURCHASER** wishes them to vacate the property. (If Applicable).

15. **FIDUCIARY:** The **PURCHASER** acknowledges that he is aware of the fact that the **SELLER** acts in his fiduciary capacity as Trustee of Deceased Estate and that this agreement is subject to the Terms of Section 42(2) and 34 of the Estate Act. No. 66 of 1965.

16. **ALTER:** The **PURCHASER** is not entitled to alter, modify and/or add to this property before date of transfer of the property into the name of the **PURCHASER**.

17. **MISTAKE:** Should the Auctioneer/Agent commit any mistake during negotiation of this sale, such mistake shall not be binding upon the **SELLER** or the **PURCHASER** and shall be rectified immediately.

18. **SIGN:** The **Highest Bidder** will immediately after the sale, sign these Conditions of Sale and if he/she bought “Quo Qualitate” he/she will make known his/her principal’s credentials and authority. The person that signs these Conditions of Sale will under all circumstances also be personally liable for the implementation of the conditions of this agreement even if he/she is

acting on behalf of a principal or legal adviser who already exists or is still to be established. The **PURCHASER** binds him/herself hereby for due fulfillment of the above mentioned Conditions of Sale with which he/she is fully acquainted.

19. **ENTOMOLOGIST:** The **SELLER** shall provide the Conveyancer with a report issued by a government approved entomologist to the effect that there is no evidence of timber destroying insects (excluding Ambrosia and Emobius Mollis, which are considered harmless) in the buildings on the property, provided that should there be any evidence of such infestation, the **SELLER** shall be obliged, at his own expense, within 10 (TEN) days after receipt of such report and recommendations, to contract with the entomologist or any other qualified person for the treatment to the buildings in terms of such recommendations. On receipt by the Conveyancer of a report by an registered entomologist that the infestation has been eradicated, the terms of this clause shall be deemed to have been fulfilled by the **SELLER.** Should the **SELLER** not enter into any such contract or contracts, then in such event the **PURCHASER** shall be entitled, at the expense of the **SELLER,** to have such eradication effected as above contemplated.

20. **ELECTRICAL:** The **SELLER** shall be obliged to obtain at his own cost the "Certificate of Compliance" required in terms of the Government Regulations No. 2920 of 1992, promulgated under the Machinery and Occupational Safety Act (Act no. 6 of 1983), as well as all costs incidental to the obtaining of said certificate, which certificate must be obtained as from date of-registration of transfer.

21. **CHOICE OF LANGUAGE:** The **PURCHASER** acknowledges that this contract has been drawn up in a language that he fully understands. (Die **KOPER** erken dat hierdie Ooreenkoms opgestel is in n taal wat hy/sy volkome verstaan).

22. **SUSPENSIVE CONDITIONS:**

The parties agree that this Deed of Sale is subject to the following suspensive condition:

22.1 **MASTER AND BENIFICIARIES CONSCENT:**

Insofar as may be required in law this sale and the terms and conditions hereof are subject to all necessary consents being obtained from the Master of the High Court and/or the beneficiaries in the estate referred to in the introduction to this agreement, or both, as the case may be. Should such consent not be obtained, or should the Master of the High Court decline for any reason to furnish a certificate in terms of section 42(2) of the Administration of Estates Act 66 of 1965, then this agreement shall lapse and be null and void. The

PURCHASER shall pending such consents, be irrevocably bound by the conditions of this agreement.

23. SPECIAL CONDITIONS:

_____

_____

_____

I the undersigned, the **Highest Bidder**, namely:

_____

IDENTITY NUMBER:

_____

RESIDENTIAL ADDRESS:

_____

POSTAL ADDRESS:

_____

TELEPHONE:

(W) _____ **(C)** _____ **(H)** _____

E-Mail_____

MARITAL STATUS:_____

FULL NAMES OF SPOUSE (If married in community of property):

_____ ID: _____

Acknowledge that I have purchased the above property for the sum of:

R_____ (_____) (IN WORDS)

SIGNED AT _____ on this the_____ day of _____ 2026.

_____ _____

WITNESS **PURCHASER**

_____ _____

WITNESS **SPOUSE**

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TIC AUCTIONS CC, Agents for the SELLER, declare herewith that they have sold the above mentioned property on the previously mentioned conditions.

SIGNED AT _____ on this the ___ day of _____ 2026.

_____ **_____**

WITNESS **AUCTIONEER FOR SELLER**

CONFIRMATION OF SALE:

I, the undersigned,

_____

of the following address:

_____

_____

Tel: _____

E-Mail: _____

confirm herewith the sale on the conditions mentioned herein.

SIGNED AT _____ on this _____ day

of_____2026.

_____ **_____**

WITNESS **SELLER / EXECUTOR / TRUSTEE**

_____ **_____**

WITNESS **SELLER / EXECUTOR / TRUSTEE**

INFORMATION FOR CONVEYANCER
TO BE COMPLETED BY THE PURCHASER

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FULL NAMES/TRUST DETAILS/COMPANY (Purchaser) ……

TRUST/COMPANY REGISTRATION NO ……

PRESENT ADDRESS ……

POSTAL ADDRESS ……..

DATE OF BIRTH …… ID No. ……

FULL NAME OF HUSBAND/WIFE (if applicable) ……

HIS/HER DATE OF BIRTH …… ID No. ……

MARITAL STATUS: …… DATE OF MARRIAGE: ……

ANC OR IN COM. OF PROP. No. ……

TEL No. (H) …… (B) ……CELL No. ……..……

TEL No. (H) …… (B) …… E-Mail ……...

I certify the above information to be correct. _____
Purchaser / Sign

TO BE COMPLETED BY THE SELLER

FULL NAMES (Seller) ……

PRESENT ADDRESS ……

POSTAL ADDRESS ……

FUTURE ADDRESS ……

Tel. No. (H) ……(B) ……CELL No. ……..

FAX No. (H) …….. (B) ……E-Mail ……

DATE OF BIRTH …… ……..ID No. …..……

FULL NAME OF HUSBAND/WIFE (if applicable) ……

HIS/HER DATE OF BIRTH …… ID No. ……

MARITAL STATUS: …… DATE OF MARRIAGE: ……

ANC OR IN COM. OF PROP. No. ……

TITLE DEEDS WITH …… LOAN AC No. ……

MANAGING AGENTS: …… EXISTING BOND (Approx. Balance) R ……

I certify the above information to be correct. _____
Trustee/ Seller / Executor / Sign