BEKKER GROUP
AUCTIONS | PROPERTIES | VALUERS

RULES OF AUCTION AND CONDITIONS OF SALE FOR IMMOVABLE PROPERTY

DATE OF AUCTION	Thursday, 15 October 2026
TIME OF AUCTION	11:00
PLACE OF AUCTION	2 Janri-Hof, St, George Street, Denneoord, George, 6529

Upon which **BEKKER ALLIANCE (PTY) LTD t/a BEKKER GROUP (2018/297285/07)**

Duly authorised representative:

Frederick Bekker

(ID: 8012085077086)

(the "AUCTIONEER")

Duly instructed by a written mandate by

BVI INVEST (PTY) LTD (Reg no. 2020/078729/07)

Duly authorised representative:

Christiaan Gerhardus Human

(ID: 7502265078087)

(the "SELLER")

Hereby offers for sale by public auction the immovable property being:

Erf 17160

Address: 2 Janri-hof, St George Street, Denneoord, George, 6529

Held by deed of transfer: T55018/2021

Erf size: 316 m²

(the "IMMOVABLE PROPERTY")

Bekker Alliance (PTY) Ltd t/a Bekker Group (2018/297285/07)
VAT nr: 4320283320
20 Pioneer Street, Pacaltsdorp Industria, George 6530 | P.O. Box 9827, George, 6530
066 247 1374 | fred@bekkergroup.co.za | www.bekkergroup.co.za

CONDITIONS OF SALE & RULES OF AUCTION FOR IMMOVABLE PROPERTY

Whereby **BEKKER ALLIANCE (PTY) LTD t/a BEKKER AUCTIONEERS (Reg no. 2018/297285/07)**

Duly authorised representative:

Frederick Bekker (ID: 8012085077086)

(the "**AUCTIONEER**")

duly instructed by **BVI INVEST (PTY) LTD (Reg no. 2020/078729/07)**

Duly authorised representative:

Christiaan Gerhardus Human (ID: 7502265078087)

(the "**SELLER**")

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

Erf 17160

Held By Deed of Transfer: T55018/2021

Erf Size: 316 m²

Address: 2 Janri-hof, St George Street, Denneoord, George, 6529

(the "**IMMOVABLE PROPERTY**")

1. INTERPRETATION

1.1. Any reference to:
- 1.1.1. One gender includes the other gender.
- 1.1.2. Natural persons include juristic persons and vice versa.
- 1.1.3. Singular includes the plural and vice versa.

1.2. And any other references shall mutatis mutandis apply.

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2. PROCEDURE

2.1. The AUCTIONEER has the sole right to regulate the bidding procedure and in the event of any dispute between the bidders, the decision of the AUCTIONEER shall be final and binding.

2.2. Subject to the provisions of clause 3.3, the PROPERTY shall be sold to the highest bidder and every bid shall constitute an offer to purchase the property for the amount of the bid and no bid may be withdrawn prior to the expiry of the **confirmation period being Monday, 26 October 2026** during which the bid will be open for acceptance by the SELLER

2.3. Should the AUCTIONEER commit any error, the AUCTIONEER shall be entitled to rectify such error.

2.4. This sale by Auction is subject to:

2.4.1. a reserved price or subject to confirmation by the SELLER.

2.4.2. a right on behalf of the SELLER to bid at the auction.

2.4.3. a right of the auctioneer to bid at the auction on behalf of the SELLER, or as a proxy for a registered bidder up to the reserve/upset price but not equal to or exceeding the reserve/upset price.

3. SIGNATURE, ACCEPTANCE AND CONFIRMATION

3.1. These conditions shall be signed by the highest bidder (the PURCHASER) upon request by the AUCTIONEER.

3.2. If this offer is concluded with more than one PURCHASER, the liability of such PURCHASER shall be joint and several in solidum.

3.3. The PURCHASER'S offer shall be open for acceptance by the SELLER until **Monday, 26 October 2026 @ 17:00 (the Expiry Date)**. The SELLER may at any time prior to the expiry of the mentioned confirmation period accept or decline the offer. Acceptance of the offer will be confirmed by the AUCTIONEER to the PURCHASER.

3.4. **This agreement is subject to the approval of the sale by the SELLER.**

3.5. **The highest bidder is held bound by his/her bid until 17:00 on Monday, 26 October 2026.**

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4. PURCHASE PRICE

The PURCHASE PRICE will be payable by the PURCHASER as follows:

4.1. A cash deposit of 10% (*ten per centum*) of the PURCHASE PRICE shall be paid to the AUCTIONEER immediately on the fall of the hammer; and

4.2. Transfer duty payable.

4.3. The balance of the purchase price shall be paid upon registration of transfer of the PROPERTY in the name of the PURCHASER, and pending registration of transfer shall be secured by means of a suitable guarantee issued by a Financial Institution acceptable to the SELLER. The said guarantee shall be delivered to the CONVEYANCER appointed in terms of clause 7 ("CONVEYANCER") within **30 (Thirty)** days from the DATE OF ACCEPTANCE, which guarantee shall be payable free of exchange.

4.4. The PURCHASER hereby instructs and authorises the CONVEYANCER to invest, in terms of Legal Practice Act 28 of 2014, section 86(4), with the statutory interest allocation in section 86(5) any monies paid by him or on his behalf in terms of this Offer (Agreement), in an interest-bearing account for the PURCHASER'S benefit.

4.5. The PURCHASER acknowledges that he is aware that the CONVEYANCER will only be in a position to give effect to this mandate once he, the PURCHASER, has furnished the CONVEYANCER with documents, to be requested by the CONVEYANCER, in terms of the Financial Intelligence Centre Act, 2001.

4.6. In the alternative to clause 4.3 above, the PURCHASER has the right to pay the full balance of the purchase price on request thereof within **30 (Thirty)** days from the date of acceptance. The full purchase price shall be invested on behalf of the PURCHASER, by the CONVEYANCER in an interest-bearing account for the PURCHASER'S benefit.

4.7. **The deposit and auctioneers' commission shall be non-refundable, except in the instance where the offer is not accepted by the SELLER in which event all monies paid by the PURCHASER to the CONVEYANCER and auctioneer in terms hereof shall be refunded to the PURCHASER.**

5. COSTS OF TRANSFER

5.1. The PURCHASER shall be liable, in addition to the Purchase Price, for all costs of registration of Transfer of the PROPERTY including but not limited to: (if applicable) transfer duty, mortgage loan costs, attorneys' fees, deeds office registration fees, such proportion of the assessment rates levied

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by the Local Authority as may be due, or such proportion of charges and levies as may be due to a Home Owners Association or Body Corporate in respect of the use thereof reckoned from the date of registration of transfer, which amounts shall be paid immediately upon demand by the CONVEYANCER, to the CONVEYANCER, and the conveyancing shall only commence after such costs have been paid by the PURCHASER.

5.2. The SELLER shall be liable for all rates and taxes and other municipal charges and/or all or any levy and charge that may be payable to anybody corporate and/or all or any levy and charge that may be payable to anybody corporate and/or homeowners' association (hereinafter referred to as the "Levies") levied on the property for the period up to the date of registration of transfer, and the CONVEYANCER is irrevocably authorised to satisfy these from the funds held by the Auctioneer in terms of clause 4.1 and/or from the purchase price. The PURCHASER shall be liable for Levies thereafter. Should any Levies be payable in advance (for the purpose of registration of transfer), the PURCHASER shall be liable to pay its pro-rata portion of the Levies (as estimated by the CONVEYANCER) in the manner and within the time period contemplated in clause 5.1 above.

5.3. **Should the SELLER not be able to obtain acceptable clearance figures from the local authority within 90 (ninety) days of the conclusion of the agreement to the SELLER's satisfaction, the SELLER may elect to resile from the contract and if it so elects, the sale will become void ab initio i.e. the PURCHASER will have no claims against the SELLER.**

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6. OCCUPATIONAL RENTAL

6.1. Should the PURCHASER take occupation before registration of transfer; the PURCHASER will pay occupational rent of _____ from THE DATE OF OCCUPATION (not before _____ to the date of registration of transfer.

6.2. The occupational rent will be payable monthly in advance before or on the first day of each and every month, the first payment to be made on the first day of the month following the DATE OF ACCEPTANCE. Payment of the rental will be affected to the CONVEYANCER.

7. TRANSFER

7.1. Transfer shall be effected by a Conveyancer appointed by the SELLER.

8. POSSESSION & OCCUPATION

8.1. Possession and occupation of the property, subject to existing leases and tenancies which may exist and/or subject to the legal rights of all or any occupiers, as the case may be, shall be given and taken on **DATE OF REGISTRATION OF TRANSFER** provided that the deposit has been paid and the sureties, if called for, have been signed), from which date all revenue accruing to, and expenditure, in respect of the said property, shall be for the account of the PURCHASER and the property shall thereafter remain solely at the risk and be for the PURCHASER's profit or loss. (The PURCHASER shall insure the property against all risks on the date of occupation, should POSSESSION occur before REGISTRATION OF TRANSFER.)

8.2. The PURCHASER shall not be entitled to make any alterations or additions to the PROPERTY before the date of registration of transfer. The PURCHASER shall be obliged, in the event of the cancellation or lapse of this agreement, to forthwith vacate the PROPERTY and restore it to the SELLER in the same condition as when the PURCHASER took possession. The PURCHASER will have no claims whatsoever against the SELLER arising out of any alterations or additions made to the PROPERTY by the PURCHASER.

8.3. ~~**The PURCHASER agrees that the SELLER does not make any warranties or representations, whether express or implied, regarding vacant occupation and possession. The SELLER does not guarantee vacant occupation of the PROPERTY. Should any eviction orders be required to be effected the PURCHASER undertakes to obtain an eviction at his own risk and cost.**~~

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9. VOETSTOOTS

9.1. The PROPERTY is purchased and sold Voetstoots, and the SELLER shall not be liable for any defects, patent, latent or otherwise in the PROPERTY nor for any damage occasioned to or suffered by the PURCHASER by reason of such defect. The PURCHASER admits having inspected the PROPERTY to his satisfaction and that no express or implied representations, guarantees or warranties of any nature were made or given by the SELLER or his AGENT regarding the condition, quality or any other characteristics of the PROPERTY or any of the improvements thereon or accessories thereof. The PURCHASER confirms that he/she has effected the necessary inquiries with local authority regarding compliance or non-compliance of the improvements located on the property in respect of statutory requirements.

9.2. The PROPERTY is sold as described in the existing title deed or deeds thereof and subject to all conditions and servitudes (if any) attaching thereto or mentioned or referred to in the said title deed(s) or prior deed(s). The SELLER shall not be liable for any deficiency in extent, which may be revealed on any re-survey, nor shall the SELLER benefit by any surplus in extent.

9.3. **The SELLER shall not be required to indicate to the PURCHASER the position of the beacons or pegs upon the PROPERTY and/or boundaries thereof, nor shall the SELLER be liable for the costs of locating same.**

10. NOMINEE

The PURCHASER shall be entitled, by notice in writing to the SELLER, to nominate a nominee in his place as PURCHASER, upon the following terms and conditions:

10.1. the aforesaid notice shall be handed to the SELLER by no later than close of business on the DATE OF ACCEPTANCE;

10.2. the notice shall set out the name and address of the nominee so nominated as PURCHASER:

10.3. the notice shall be accompanied by the nominee's written acknowledgement:
11.3.1 that it is fully aware of all the terms and conditions of this agreement as if fully set out in such written acknowledgement; and
11.3.2 that it is bound by the provisions of this agreement as the PURCHASER;

10.4. Should the PURCHASER nominate a nominee in terms of this clause, then:
10.4.1. All references to the PURCHASER in this agreement shall be deemed to be a reference to its nominee; and

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10.4.2. the PURCHASER by his signature hereto, hereby interposes and binds himself as surety and co-principal debtor *in solidum,* for and on behalf of all the obligations of the aforesaid nominee as PURCHASER, to and in favour of the SELLER, for all the PURCHASER'S obligations under this agreement, including damages, and renounces the benefits of division and excussion.

11. DOMICILIUM

11.1. The PURCHASER selects as his/her *domicilium citandi et executan*di for all purposes hereunder the address set out in "INFORMATION FOR CONVEYANCER AND ADMINISTRATION" attached hereto.

11.2. Any notice dispatched to the PURCHASER by prepaid registered post or facsimile to the party's said *domicilium citandi et executandi* shall be deemed to have been received by such a party 7 (SEVEN) days from date of dispatch thereof.

12. PROHIBITION

12.1. The PURCHASER shall not, prior to the date of registration of the transfer, be entitled to sell the PROPERTY or to cede, assign or make over his rights in terms thereof, or to give notice of cancellation of an existing lease, without the prior written consent of the SELLER.

13. JURISDICTION

13.1. For the purpose of resolving any dispute which may exist or occur between the parties hereto, the parties consent to the jurisdiction of the Magistrate's Court or any other court with jurisdiction or a court otherwise competent with jurisdiction over the person of the parties in that each of them resides, carries on business, or is employed within its area of jurisdiction, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrates' Court Act 32 of 1944 or any amendment thereof provided that the SELLER shall have the right at his sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for foregoing, would exceed the jurisdiction of the Magistrate's Court.

13.2. In the event of the SELLER instructing its Attorneys to Institute any proceedings against the PURCHASER for payment of the purchase price, interest and other monies due by the PURCHASER hereunder or for the performance by the PURCHASER of any of the terms and conditions herein, then the PURCHASER agrees that he shall be liable for and shall pay any such legal costs on the scale as between the Attorney and Own Client.

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14. BREACH

In the event of the PURCHASER being in breach of any of the terms or conditions contained herein, and remain in default for 7 (seven) days after dispatch of a written notice by registered post or by facsimile requiring him to remedy such breach, the SELLER shall be entitled to, and without prejudice to any other rights available at law:

14.1. claim immediate payment of any amount due by the PURCHASER; and/or

14.2. declare the full balance of the purchase price and interest payable forthwith and claim recovery thereof; and/or

14.3. cancel the agreement without any further notice, and retain all amounts paid by the PURCHASER as "Rouwkoop" and the PURCHASER hereby authorises any third party holding such monies to pay the same to the SELLER, and/or

14.4. terminate this agreement and claim damages from the PURCHASER, which damages shall include, but not be limited to, the costs and expenses of advertising and selling the PROPERTY to a third party.

15. AUCTIONEER'S COMMISSION

15.1. Commission calculated at **6,5% (SIX COMMA FIVE PER CENTUM) (exclusive of Value-Added Tax)** of the highest bid shall be due and payable by the PURCHASER to the AUCTIONEER on the signing hereof.

15.2. The PURCHASER acknowledges and agrees that the commission is exclusive of Value-Added Tax (VAT) and that VAT shall be added thereto. **The PURCHASER shall be liable to pay such VAT in addition to the commission and the purchase price, against the issuance of a tax invoice by the AUCTIONEER.**

16. VARIATION

16.1. This agreement constitutes the whole and only agreement between the SELLER and the PURCHASER, and no alteration or variation of this agreement shall be of any force or effect unless reduced to writing and signed by the parties hereto or their duly authorised agents.

16.2. Any representations, warranties or undertakings made or given by the SELLER or its agents other than those contained herein shall be of no force or effect whatsoever.

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17. PERSONAL SURETYSHIP JOINT AND SEVERAL LIABILITY ON BEHALF OF PURCHASER

17.1. The representative of the PURCHASER, by his signature hereto, hereby interposes and binds himself in favour of the SELLER, jointly and severally as surety for and co-principal debtor *in solidum* with the PURCHASER for the due and timeous performance by it of all its obligations as PURCHASER in terms of this Agreement and hereby renounces the benefits and excussion of and division.

17.2. If this Agreement is concluded with more than one PURCHASER, the liability of such PURCHASER to the SELLER shall be joint and several *in solidum*.

18. MARITAL STATUS OF PURCHASER

18.1. The PURCHASER warrants that his marital status is as set forth in the "INFORMATION FOR CONVEYANCER AND ADMINISTRATION" annexed hereto and, further that the information contained in such schedule is true and correct in each and every respect.

19. WAIVER

19.1. Notwithstanding any express or implied provisions of this Offer to the contrary, any latitude or extension of time which may be allowed by the SELLER in respect of any matter or thing that the PURCHASER is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of the SELLER'S rights at any time, and without notice, to require strict and punctual compliance with each and every provision or term hereof.

20. CERTIFICATES TO BE OBTAINED

The SELLER shall at his own cost obtain:

21.1. A certificate of compliance with Electrical Installation Regulations, 2009 under the Occupational Health and Safety Act to the effect that the electrical installations on the property.

21.2. A certificate to the effect that the improvements on the property are free from infestation by timber-destroying insects if specifically required by a financial institution.

21.3. A Certificate of Conformity for any gas installation on the Property, issued by an authorised person in accordance with regulation 17(3) of the Pressure Equipment Regulations, 2009, promulgated under the Occupational Health and Safety Act 85 of 1993, confirming that the installation complies with applicable safety requirements, shall be obtained by the Seller at the Seller's cost and delivered to the Purchaser before registration of transfer.

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21.3. Or any such certificate as may be required by law and applicable to the subject property.

21. FIRST RIGHT OF REFUSAL

21.1. If the SELLER does not accept the PURCHASER'S offer during the CONFIRMATION PERIOD because it has received a higher offer from a third party, the PURCHASER shall be entitled to increase the PURCHASER'S offer during the CONFIRMATION PERIOD in order to match the third party's offer.

21.2. Any further offers being made must be made in writing and only to BEKKER ALLIANCE (PTY) Ltd t/a BEKKER GROUP before 17:00 on **Thursday, 22 October 2026 @ 17:00** and will be subject to these conditions.

21.3. Every such offer shall be submitted to the highest bidder, who will have the first right to equal the offer.

22. HOMEOWNERS' ASSOCIATION AND RULES

22.1. The PURCHASER acknowledges that he is aware of the Rules and Constitution of the Homeowners' Association. The SELLER will be responsible for the payment of all arrear levies, rates and taxes due on the property on the DATE OF REGISTRATION OF TRANSFER. The PURCHASER will be responsible for the payment of these costs from the date of registration of transfer or from the date of occupation of the property.

22.2. The PURCHASER binds himself and his successors in title to the terms, conditions and obligations imposed on the PURCHASER in terms of the constitution of the Homeowners' Association.

23. SPECIAL CONDITIONS

23.1. This agreement is subject to the approval of the sale by the SELLER.

23.2. There will be no arrear rates & taxes payable by the PURCHASER in respect of the PROPERTY.

23.3. The SELLER does not warrant that all buildings or other structures on the PROPERTY are reflected on approved building plans. The SELLER has requested copies of the plans from the municipality, but they had not been made available to the SELLER or the auctioneer by the date of the auction. The PURCHASER acknowledges that the plans have not been verified and accepts the risk of any unauthorised structures or building-line encroachments, subject to any rights or remedies that cannot lawfully be excluded.

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THE PROPERTY WAS PUT UP FOR SALE BY PUBLIC AUCTION ON

The 15th Day of October 2026

And sold at auction for the amount of _____

(EXCLUSIVE OF TRANSFER DUTY AND AUCTIONEER'S COMMISSION)

A. TO:

MR/MRS/MS _____

ID NO: _____

(Hereinafter referred to as the **"PURCHASER")**

Refer to "INFORMATION FOR CONVEYANCER AND ADMINISTRATION" for full details of PURCHASER.

OR

B. TO:

COMPANY/CLOSE CORPORATION/TRUST/OTHER:

_____

_____(Hereinafter referred to as the **"PURCHASER"**)

ENTITY REGISTRATION NO: _____

REGISTERED ADDRESS: _____

_____

CONTACT DETAILS: Business: _____

Email: _____

Cell: _____

as chosen *domicilium citandi et executandi*

herein represented by _____

ID number: _____

Who hereby warrants that he is duly authorised by resolution of the members/directors of the entity to act on its behalf, and who hereby binds himself as surety and co-principal debtor in solidum for and on behalf of the PURCHASER to and in favour of the SELLER and the AUCTIONEER under the terms and conditions contained in this Offer, and who further binds himself to due performance hereunder and for all amounts that may be due under this Offer, including damages, arising from whatever cause, and waives the benefits of division and excussion.

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ACCEPTANCE AND CONFIRMATION: PURCHASER & AUCTIONEER

SIGNED AT _____ON THE _____DAY OF _____2026

AS WITNESS:

1. _____ _____

PURCHASER

_____

Signature of Purchasers' Spouse (if applicable)

2. _____ _____

AUCTIONEER
BEKKER ALLIANCE (PTY) LTD t/a BEKKER GROUP
Duly authorised representative
Frederick Bekker
(FFC NO: 2023261064)

ACCEPTANCE AND CONFIRMATION: SELLER

ACCEPTED AT_____ON THE _____DAY OF _____2026

AS WITNESS:

1. _____ _____

SELLER
BVI INVEST (PTY) LTD
Duly authorised representative
Christiaan Gerhardus Human (ID: 7502265078087)

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INFORMATION FOR CONVEYANCER AND ADMINISTRATION

ACCOUNTING

For Auctioneer:

Purchaser's Invoice Details	
To:	
Address:	
VAT nr:	
Email address:	
Banking details:	

PURCHASE PRICE: **Erf 17160** **Held By Deed of Transfer: T55018/2021** **Erf Size: 316 m²** **Address: 2 Janri-hof, St George Street, Denneoord, George, 6529**	R
DEPOSIT (10%)	R
AUCTIONEERS COMMISSION (6.5%)	R
15% VAT ON AUCTIONEERS COMMISSION	R
TOTAL PAYABLE on fall of the hammer	**R**

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ACCOUNTING

For PURCHASER:

PURCHASE PRICE: **Erf 17160** **Held By Deed of Transfer: T55018/2021** **Erf Size: 316 m²** **Address: 2 Janri-hof, St George Street, Denneoord, George, 6529**	R
DEPOSIT (10%)	R
AUCTIONEERS COMMISSION (6.5%)	R
15% VAT ON AUCTIONEERS COMMISSION	R
TOTAL PAYABLE on fall of the hammer	**R**

Banking Details As Follow:

- ACCOUNT HOLDER: BEKKER ALLIANCE (PTY) LTD TRUST ACCOUNT
- BANK NAME: STANDARD BANK
- ACCOUNT NUMBER: 302785507
- BRANCH CODE: 051001
- **REFERENCE: B053/ERF17160**
- Please email proof of payment to fred@bekkergroup.co.za
- Please confirm account number via telephone with Frederick on 066 247 1374.

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