

## MANDATE TO SELL IMMOVABLE PROPERTY

granted by

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Identity/Registration number: \_\_\_\_\_

("the SELLER")

in favour of **THE HIGH STREET AUCTION COMPANY (PTY) LTD**

**(Reg. No. 2010/019027/07)**

("the AUCTIONEER" alternatively "the AGENT")

with respect to

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("the Property")

1. **MANDATE**

- 1.1 The SELLER hereby grants to the AUCTIONEER the sole and exclusive mandate to market and sell the Property by way of either public auction or private treaty, subject to the terms and conditions of this mandate.
- 1.2 By signing this mandate, the SELLER acknowledges that he has read and understood the AUCTIONEERS Conditions of Sale of Immovable Property ("the Auction Sale Agreement") and will be bound by the terms thereof.

2. **MANDATE PERIOD**

The mandate hereby granted to the AGENT, will commence on date of signature hereof by the parties and will endure and be irrevocable for a period of ninety (90) days or until sixty (60) days after the date of the last agreed auction, whichever date is the later ("the Mandate Period").

3. **SELLING PRICE**

- 3.1 The minimum selling price required by the SELLER for the Property is

**R** \_\_\_\_\_  
( \_\_\_\_\_ )

excluding value added tax and AUCTIONEER's commission ("the Reserve Price").

**THE HIGH STREET AUCTION COMPANY (PTY) LTD** (Reg. No. 2010/019027/07)

3<sup>rd</sup> Floor, 160 Jan Smuts Avenue, Rosebank, Gauteng, 2196, South Africa | PO Box 704, Parklands, 2121  
JHB Tel. 011 684 2707 | JHB Fax. 086 674 3446 | CT Tel. 021 403 6433 | DBN Tel. 031 830 5521

[www.highstreetauctions.com](http://www.highstreetauctions.com)

Joint Managing Directors: Lance Chalwin-Milton; James Dall. Directors: Joff van Reenen, Nick Pretorius

#### **4. AUCTION SALES**

4.1 In the event that the Property is put up for sale by the Agent by way of public auction then in such event:

4.1.1 the Agent shall market the Property as one of its auction lots for a forthcoming auction;

4.1.2 the Agent shall endeavour to secure a bid/s equal to or in excess of the Reserve Price at the auction;

4.1.3 should the highest bid obtained at the auction not meet the Reserve Price, then such bid shall be referred to the SELLER for acceptance by the SELLER, in the SELLER's discretion, within a period of five business days after the date of the auction;

4.1.4 should bidding at the auction reach or exceed the Reserve Price, then the AGENT shall be entitled to indicate to the auction floor that such Reserve Price has been reached and that the Property will be sold on the fall of the hammer. In such event:

4.1.4.1 the SELLER shall be deemed to have sold the Property to such highest bidder for the amount so bid upon the fall of the hammer;

4.1.4.2 the SELLER hereby appoints the AGENT as the SELLER's duly authorized agent and attorney *in rem suam* to sell the Property on the SELLER's behalf; and

4.1.4.3 the SELLER shall countersign the Auction Sale Agreement, as signed by the highest bidder, within five business days of the auction date, and should the SELLER fail or refuse to do so, then the AGENT shall be entitled (but not obliged) to sign such agreement on the SELLER'S behalf.

4.2 The AGENT shall be entitled to start the bidding at an opening bid price, at its discretion.

4.3 The SELLER acknowledges that any offer that is not submitted as a public bid during the auction process shall constitute a private treaty offer and shall be dealt with in accordance with clause 5.

#### **5. PRIVATE TREATY SALES**

5.1 In the event that the Property is sold by the Agent by way of private treaty, then in such event:

5.1.1 the Agent shall endeavour to secure an offer equal to or in excess of the Reserve Price;

- 5.1.2 should the AGENT secure a written offer to purchase the Property for a price less than the Reserve Price, then such offer to purchase shall be referred to the SELLER for acceptance by the SELLER, in the SELLER's discretion, in terms of the Auctioneer's standard offer to purchase/agreement of sale by private treaty ("the Private Treaty Sale Agreement");
- 5.1.3 should the AGENT secure a written offer to purchase the Property for a price equal to or greater than the Reserve Price, then in such event the SELLER shall countersign the Private Treaty Sale Agreement within four days of date of signature by the purchaser, and should the SELLER fail or refuse to do so, then the AGENT shall be entitled (but not obliged) to sign such agreement on the SELLER'S behalf, and the SELLER hereby appoints the AGENT as the SELLER's duly authorized agent and attorney *in rem suam* for such purpose.

## 6. COMMISSION

- 6.1 Subject to clause 6.4, whether the Property is sold by way of auction or private treaty, the purchaser shall be liable for payment of the AGENT's commission of 10% (ten percent) plus VAT calculated on the sale price accepted by the SELLER.
- 6.2 The AGENT's commission shall:
- 6.2.1 in the event of a sale by auction and the highest bid equalling or exceeding the Reserve Price, be deemed to have been earned by and shall be payable to the AGENT upon the fall of the hammer;
- 6.2.2 in the event of a sale by auction and the Reserve Price not being attained, be deemed to have been earned by and shall be payable to the AGENT on confirmation of the sale by the SELLER for such lesser price by way of countersignature of the Auction Agreement; and
- 6.2.3 in the event of a sale by private treaty for an amount equal to or exceeding the Reserve Price, be deemed to be earned by and payable to the AGENT upon the securing by the AGENT of a Private Treaty Sale Agreement signed by a purchaser for a price equal to or exceeding the Reserve Price;
- 6.2.4 in the event of a sale by private treaty for an amount less than the Reserve Price, be deemed to be earned by and payable to the AGENT upon the acceptance by the SELLER of such sale by way of countersignature of a Private Treaty Sale Agreement signed by a purchaser for such lesser price.
- 6.3 Upon the AGENT becoming due its commission in terms of any of the above scenarios, the AGENT will deduct its commission and any outstanding advertising expenses due by the Seller from the funds paid into the AGENT's trust account by the purchaser, and will transfer any balance to the relevant conveyancer's trust account. Notwithstanding the foregoing, should the AGENT not hold any funds from the purchaser, or should insufficient funds be held to cover the AGENT's commission and any advertising costs payable by the SELLER, then the conveyancer is hereby irrevocably instructed to pay the AGENT such commission/advertising costs or any shortfall thereon as a first charge against the sale proceeds before paying any amounts over to the SELLER.

6.4 In the event that:

6.4.1 the AGENT obtains a bid on auction that equals or exceeds the Reserve Price, and the SELLER refuses to accept such bid, refuses to sign the Auction Sale Agreement with respect to such bid, or otherwise breaches the Auction Sale Agreement which results in the cancellation thereof; or

6.4.2 the AGENT secures and presents to the SELLER a signed Private Treaty Sale Agreement from a willing purchaser for a price equal to or greater than the Reserve Price, and the SELLER refuses to accept such offer by way of countersigning the Private Treaty Sale Agreement with respect to such offer, or otherwise breaches the Private Treaty Sale Agreement which results in the cancellation thereof; or

6.4.3 the SELLER breaches any of the terms of this mandate,

then in any such event the SELLER shall be liable for immediate payment of the AGENT's commission.

## 7. **SALE BY AUCTION**

7.1 The auction will be held at **Summer Place, 69 Melville Road, Hyde Park** on \_\_\_\_\_ or on such other date/s as the SELLER and the AGENT may agree.

7.2 The Property will be offered for sale in accordance with the AGENT's attached standard terms and conditions of auction sale and Sale Agreement, which terms and conditions may not be changed without the SELLER's written consent. The SELLER hereby acknowledges having read, understood and agreed with all such terms and conditions.

7.3 The SELLER hereby specifically authorises and appoints the AGENT or its agent to bid on behalf of the SELLER up to the Reserve Price, provided that if the Property is knocked down to such a bid by the AGENT on behalf of the SELLER, the AGENT shall not be entitled to payment of any commission.

## 8. **SALE OR LEASE BY THE SELLER**

8.1 Should the SELLER sell, ("sell" shall, for the purpose of this clause, include the sale by the SELLER of the shares in any company or the members interest in any close corporation that owns the Property, or any other effective sale of the Property through other means to a third party purchaser):

8.1.1 the Property during the Mandate Period, whether itself or through agency of any agent other than the AGENT, and whether for a selling price greater or lesser than the Reserve Price; or

8.1.2 the Property during, or within a period of 12 months after expiry of, the Mandate Period to any purchaser introduced to the SELLER or the Property during the Mandate Period, whether for a selling price greater or lesser than the Reserve Price,

then the SELLER shall be liable for immediate payment to the AGENT of commission in the amount as provided for in Clause 6;

OR

8.2 lease the Property during or within a period of 12 months after the Mandate Period to any person introduced to the SELLER or the Property during the Mandate Period, the SELLER shall be liable for immediate payment of commission to the AGENT calculated as follows:

8.2.1 for a lease of 12 months or less, one month's gross rental, plus VAT;

8.2.2 for a lease of 13 months or more (including any extension/renewal of a lease as per clause 8.2.1):

8.2.2.1 5% of the gross rental from month 1 to month 24, plus VAT; and

8.2.2.2 3,5% of the gross rental from month 25 to month 48, plus VAT; and

8.2.2.3 2,5% of the gross rental for the balance of the lease, plus VAT.

## 9. MARKETING

9.1 The AGENT will conduct an advertising and promotional campaign in accordance with the advertising budget approved by the SELLER. The SELLER will be responsible for the payment of such budget amount being R \_\_\_\_\_ plus VAT ("the budget amount") on signature hereof, as per the attached advertising budget "A". The SELLER will be liable for interest at the prevailing prime lending rate, compounded monthly in arrears, calculated from the due date of such payment to the date on which such amount is paid in full.

9.2 The SELLER shall transfer the full advertising costs as per the above to the AGENT's following bank account within 24 hours of date of signature of this mandate:

**The High Street Auction Company.**

FNB

Melrose Arch Branch

Account No – 62286706232

Branch code – 254-405

9.3 Until such time as the advertising costs have been paid in full, the AGENT shall be under no obligation to advertise/market/auction the Property, but may nevertheless, and subject to clause 9.6 below, advertise/market/auction the property.

9.4 Without derogating from the generality of this clause the AGENT will market the Property as it deems fit in its sole discretion, and will place advertising boards on and around the Property in suitably prominent positions subject to any municipal by-laws, and the SELLER hereby authorizes the AGENT to erect such boards on the Property as the AGENT deems fit. It is agreed that all advertising boards are the sole property of The High St. Auction Co and that the AGENT shall be entitled to leave such boards on the Property, bearing a "Sold" endorsement if applicable, for a period of two (2) months after date of transfer of the Property.

9.5 To the extent that the sale of the Property may constitute a transaction subject to the Consumer Protection Act No. 68 of 2008 ("the CPA"), the SELLER acknowledges that the AGENT shall be entitled to market the Property for sale by way of direct marketing methods, and to the extent that it does so, the SELLER authorizes and approves any such direct marketing by the AGENT and acknowledges and understands the consequences of such direct marketing as provided for in the CPA.

9.6 Should the SELLER not have sufficient funds available to pay the budget amount to the AGENT prior to the AGENT commencing with the advertising and promotional campaign, the parties agree that the AGENT shall pay the budget amount on behalf of the SELLER. The SELLER irrevocable agrees that the AGENT shall be entitled to retain an amount equal to the budget amount as a first charge against the deposit to be paid by the Purchaser, whereafter clause 6.3 above shall become applicable.

10. **SELLER'S RESPONSIBILITIES**

The SELLER shall -

10.1 at all times during the Mandate Period keep the Property clean, neat and tidy and generally maintain the Property at its best appearance for marketing, viewing and selling purposes;

10.1.1 In amplification of clause 10.1 above the SELLER shall –

10.1.2 in the case of vacant land, ensure that the grass is cut and the stand remains free of debris or rubbish;

10.1.3 in the case of a game farm, ensure that the number of animals on the property remains constant, properly fed and healthy and that the fencing surrounding and within the game farm remains fit for use.

10.2 disclose to the AGENT all material details and information relating to the Property and its condition, qualities and zoning, as well as with respect to any leases or other contracts, servitudes and/or encumbrances in respect of the Property, all of which information the SELLER warrants to be true and correct, and the SELLER indemnifies and holds the AGENT harmless against any and all recourse or liability consequent upon a breach of this clause by the SELLER;

10.3 not obstruct or interfere with the AGENT's representatives in the exercise of their duties or generally do anything or permit to do anything which may reasonably prevent or restrict the AGENT from marketing and/or selling the Property in accordance with this mandate, and shall generally cooperate and assist the AGENT's representatives for such purpose;

10.4 refer to the AGENT all interested parties and all queries received about the Property during the Mandate Period;

10.5 not be entitled to cancel this mandate or withdraw the Property from the market without the prior written consent of the AGENT.

10.6 The SELLER acknowledges that it shall be liable to provide any electrical, gas and plumbing compliance certificates and any insect/pest infestation certificates as

required by law or in terms of the agreement of sale at its sole cost, and undertakes to obtain such valid certificate/s and deliver it to the conveyancers before the transfer papers are lodged in the relevant Deeds Registry for registration.

11. **SELLER'S WARRANTIES, INDEMNITIES & ACKNOWLEDGEMENTS**

11.1 The SELLER warrants the accuracy of all information given to the AGENT in connection with the Property and further warrants that it has disclosed to the AGENT all information relating to the Property which may be material to any prospective purchaser thereof.

11.2 Without in any manner detracting from 11.1, the Seller hereby warrants in favour of the AGENT that:

11.2.1 the SELLER is the registered and legal owner of the Property and is legally entitled and able to sell and pass transfer thereof to a Purchaser;

11.2.2 any and all other consents and/or authorisations that the Seller requires to give effect to this mandate and to sell and pass transfer of the Property to a Purchaser have been or will be obtained, including, *inter alia*:

11.2.2.1 any necessary consent of a spouse should the Seller be married in community of property;

11.2.2.2 in the event that the Seller is a company, any directors and/or shareholders resolution required in terms of the Companies Act 71 of 2008 or otherwise;

11.2.2.3 in the event that the Seller is a close corporation, that all members consent hereto and that the necessary resolutions have been passed by the corporation empowering the signatory accordingly;

11.2.2.4 in the event that the Seller is a trust, the consent of the requisite number of trustees of the trust has been and/or will be granted in writing in accordance with the trust deed;

11.2.3 there are no encumbrances or interdicts over the Property, other than any registered mortgage bonds and servitudes recorded in the title deed/s for the Property, and no other party has any prior or better right to the Property which restricts transfer thereof to a Purchaser;

11.2.4 there is no foreclosure or impending foreclosure by any mortgagee in respect of any bonds registered over the Property;

11.2.5 the Seller is not aware of any other restrictions on a sale of the Property, or any material defects in the Property, other than those that have been disclosed and/or pointed out to the AGENT;

11.2.6 the Seller's tax affairs are in order and that there will be no delay to a sale and transfer due to income tax and/or VAT issues on the SELLER's part;

- 11.2.7 the Seller is able to and will promptly pay any and all amounts required in order to obtain a rates clearance certificate for the Property in order to allow registration of transfer to take place in the normal course;
- 11.2.8 in the event that there are any leases in place in respect of the Property, the SELLER has provided the AGENT with full and complete copies of such leases, together with any annexures and/or addenda thereto, and that none of the tenants in terms of any such leases are in arrears or otherwise in breach of any such leases, nor is any such breach reasonably anticipated by the SELLER, and the Seller hereby indemnifies and holds the AGENT harmless against any and all recourse, actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the AGENT consequent upon a breach of any such warranties and/or in the course of or arising out of the performance or exercise of any of AGENT's powers, duties or authorities under this Mandate, other than misrepresentations not authorised by the Seller;
- 11.2.9 in the event that the Property is sold as a going leasing concern for VAT zero-rating purposes, that:
- 11.2.9.1 the SELLER is a registered VAT vendor, and that the Property qualifies to be sold as a going concern and income generating activity in accordance with Section 11(1)(e) of the VAT Act; and
- 11.2.9.2 such concern has no employees whose contracts of employment need to be transferred to a Purchaser in terms of Section 197 of the Labour Relations Act 66 of 1995.
- 11.3 The SELLER acknowledges that, to the extent that the SELLER may classify as a supplier of immovable property in terms of the CPA, and to the extent that any purchaser of the Property may classify as a consumer in terms of the CPA, that the transaction in terms of which the Property is sold by the SELLER to such purchaser will fall subject to the provisions of the CPA, and that in such event it is the SELLER's obligation and responsibility to familiarize itself with such provisions. Whilst the AGENT has taken reasonable precautions in the preparation of its documentation with respect to compliance with CPA, the AGENT shall have no further liability or responsibility to the SELLER in this regard.
12. **CONFIDENTIALITY**
- 12.1 The SELLER undertakes not to discuss, disclose or indicate to any third party the Reserve Price, any minimum prices or estimated prices and undertakes to refer any and all queries regarding the Property to the AGENT.
- 12.2 The AGENT undertakes to keep all information regarding the Property which is disclosed to it by the SELLER and which is not publicly available information strictly confidential and shall only be entitled to utilize such information to the extent as may be authorized by the SELLER or reasonably necessary for purposes of the AGENT performing its obligations in terms of this mandate.



13. **TERMINATION**

In the event of either party breaching any of its obligations in terms of this mandate and failing to remedy such breach (if such breach is capable of remedying, failing which no such notice shall be required) within a period of five (5) days after receipt of written notice from the aggrieved party calling upon the offending party to remedy such breach (should such breach be capable of being remedied) the aggrieved party shall be entitled to either enforce its specific performance of the offending party's obligations or to cancel this mandate immediately on written notice to the offending party, and in either event to recover damages from the offending party.

14. **AUTHORITY**

The signatory hereof on behalf of the SELLER warrants that he has all requisite authority to grant this mandate, to confirm or reject any offers received and dispose of the Property pursuant thereto, and to sign any and all documents required to give effect to such sale and transfer.

15. **PURCHASER'S FAILURE TO PERFORM**

The SELLER will have no claims or recourse whatsoever against the AGENT arising from the failure of a purchaser to perform any of its obligations that might arise out of a sale of the Property pursuant to this mandate.

16. **CONVEYANCING ATTORNEYS**

The SELLER shall nominate a conveyancing attorney to attend to the transfer of the Property within 5 days of the sale of the Property, failing which the AGENT's nominated conveyancers, selected from its conveyancing attorneys panel shall attend to the transfer.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Tel: \_\_\_\_\_

Email: \_\_\_\_\_

18. **EFFECTIVE DATE**

This mandate shall become a binding contract between the parties on the date of signature by the party signing last in time.

19. **DOMICILIUM CITANDI ET EXECUTANDI**

19.1 For the purposes of this agreement the parties choose as their respective domicilia citandi et executandi –

19.1.1 the SELLER - \_\_\_\_\_  
Address: \_\_\_\_\_  
P.O. Box: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
VAT #: \_\_\_\_\_

19.1.2 the AGENT -  
***The High Street Auction Company***  
*3<sup>rd</sup> Floor, 160 Jan Smuts Avenue, Rosebank 2196*  
Tel: **(011) 684 2707**  
Fax: **(011) 684 2705**

20. **GENERAL CLAUSES**

- 20.1 This mandate and its annexures constitute the entire agreement between the parties with respect to the sale of the Property by the AGENT on the SELLER's behalf, whether sold by public auction or otherwise. No other terms, conditions, stipulations, undertakings, representations or warranties shall be of any force of effect except as expressly included therein.
- 20.2 No variation of, addition to, mutual cancellation or amendment of this mandate and no waiver by either party of any of its rights hereunder shall be of any force or effect unless to reduce to writing and signed by the SELLER and the AGENT of their duly authorized agents.
- 20.3 The parties signing this document confirm that they have read and understood all the terms and conditions contained herein and agree that they are bound thereto.

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

AS WITNESSES :

1. \_\_\_\_\_

\_\_\_\_\_  
**SELLER or on SELLER's behalf**  
who warrants his authority hereto

2. \_\_\_\_\_

\_\_\_\_\_  
**PRINT NAME**

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

AS WITNESSES :

1. \_\_\_\_\_

\_\_\_\_\_  
**On AGENT's behalf**  
who warrants his authority hereto

2. \_\_\_\_\_

\_\_\_\_\_  
**PRINT NAME**

FICA REQUIREMENTS

Individual (SA Citizen)	Individual (Foreign Nationals)	South African Company	South African Close Corporation	Partnerships	Trusts	Provident Fund	Legal Incapacity / 3 <sup>rd</sup> Party Representing Another Individual	Foreign Company
Original certified ID document	Original certified passport	Certificate of Incorporation	CK1 – Founding statement and certificate of incorporation	Partnership agreement	Copy of trust deed and letter of authorisation given by the Master of the High Court	The constitution of the relevant provident fund	Original certified ID document	Official document from foreign regulator witnessing incorporation, bearing the name, number and address
Proof of residence (Utility bill not older than 3 months reflecting physical address and in individual's name or valid lease agreement)	Proof of residence (Utility bill not older than 3 months reflecting physical address and in individual's name or valid lease agreement)	Copy of name change (if applicable)	CK2 – Amending founding statement (if applicable)	Original certified ID document of each partner, the natural person who exercises control over the partnership and each authorised representative	Original certified ID document of each individual founder of the trust, each individual trustee, each individual beneficiary and all authorised representatives	Resolution giving individual authority to act and sign on behalf of provident fund	Proof of residence (Utility bill not older than 3 months reflecting physical address and in individual's name or valid lease agreement)	Certified proof of trading name and business address of SA and foreign office (Utility bill not older than 3 months reflecting physical address and in close corporation's name or valid lease agreement). If no proof of trading address is available, a letter from auditor confirming physical address will suffice.
Certified marriage certificate (if married in community of property)	Most recent particulars of directors (CoR39)	Member's resolution giving individual authority to act and sign on behalf of close corporation	Certified proof of trading address (Utility bill not older than 3 months reflecting physical address and in close corporation's name or valid lease agreement). If no proof of trading address is available, a letter from auditor confirming physical address will suffice.	Copy of respective documents of incorporation for each legal entity that is a partner	Certified death certificate or certificate of deregistration where founder died or ceased to exist.	Original certified ID of person authorised to act and sign on behalf of provident fund	Proof of authority to act (power of attorney, mandate, resolution or court order)	Original certified ID / passport of person authorised to act and sign on behalf of company
Original certified ID document for spouse (if married in community of property)	Notice of registered office and postal address	Member's resolution giving individual authority to act and sign on behalf of close corporation	Member's resolution giving individual authority to act and sign on behalf of close corporation	Proof of residence (Utility bill not older than 3 months reflecting physical address and in individual's name or valid lease agreement) for each partner	Applicable documents I.r.o. any institutional beneficiaries, any institutional trustees or institutional founder of the trust (refer to SA Company)	Proof of residence for individual authorised to act (Utility bill not older than 3 months reflecting individual's name or valid lease agreement)	Certified marriage certificate (if married in community of property or if traditionally married)	Original certified ID / passport of shareholders holding more than 25% voting right
Proof of residence for spouse (if married in community of property) – a letter confirming that spouse resides at the same address will suffice if living at the same address. Alternatively, a utility bill not older than 3 months reflecting physical address and in individual's name must be provided	Certified proof of trading address (Utility bill not older than 3 months reflecting physical address and in company's name or valid lease agreement). If no proof of trading address is available, a letter from auditor confirming physical address will suffice.	Original certified ID of person authorised to act and sign on behalf of company	Original certified ID of person authorised to act and sign on behalf of close corporation	Partnership resolution giving individual authority to act and sign on behalf of partnership	Certified proof of trading address for the trust (Utility bill not older than 3 months reflecting physical address and trust's name or valid lease agreement). If no proof of trading address is available, a letter from auditor confirming physical address will suffice.			
	Company resolution giving individual authority to act and sign on behalf of company	Proof of residence for individual authorised to act (Utility bill not older than 3 months reflecting physical address and in individual's name or valid lease agreement)	Proof of residence for individual authorised to act (Utility bill not older than 3 months reflecting physical address and in individual's name or valid lease agreement)					
	Original certified ID of person authorised to act and sign on behalf of company	Proof of residence for individual authorised to act (Utility bill not older than 3 months reflecting physical address and in individual's name or valid lease agreement)	Proof of residence for individual authorised to act (Utility bill not older than 3 months reflecting physical address and in individual's name or valid lease agreement)					
	Proof of residence for individual authorised to act (Utility bill not older than 3 months reflecting physical address and in individual's name or valid lease agreement)	Original certified ID of shareholders holding more than 25% voting right	Original certified ID of shareholders holding more than 25% voting right					

NOTE: LISTED FUNDS / LIQUIDATORS / EXECUTORS – NO FICA DOCUMENTS REQUIRED

**ANNEXURE "A"**

**ADVERTISING BUDGET**

**Date:** \_\_\_\_\_

**SE:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**Auction Date:** \_\_\_\_\_

**Reference Number:** \_\_\_\_\_ **(Office Use Only)**

**Contribution towards marketing costs: R** \_\_\_\_\_ **excluding VAT**

PUBLICATION DATE(S)	NO OF INSERTS	full colour	PUBLICATION	HEIGHT (CM)	COLUMN WIDTH	COST PER	COST (EX VAT)	SPEND
			Auction Event				R7 700.00	R7 700.00
			Catalogues				R440.00	R440.00
			Brochures				R440.00	R440.00
			Digital / Database Marketing				R4 500.00	R4 500.00
			Online Streaming HIGH STREET TV				R2 000.00	R2 000.00
			Investor Pack Sign Off				R2 500.00	R2 500.00
			Government Gazette (Deceased Estates, Liquidations and Court Orders only)				R305.00	
			Aerial Photographs (plus travelling at R10.80/kilometre if applicable)				R3 000.00	
			Flyers				R300.00	
			Dedicated Online Advertising (Google + Social)				R18 000.00	
	30		Street Pole Boards * Price may vary depending on area & number of days				R5 600.00	
			Big Board	4m	2.4mm		R7 986.00	
			Big Board	3m	1.8m		R4 587.00	
			Big Board	2m	1.5m		R2 750.00	
			Travel on Marketing outside a 50km Radius from Summer Place			R3,40/km		
<b>TOTAL COST (EX VAT):</b>								
<b>VAT:</b>								
<b>TOTAL COST (INCL. VAT);</b>								

On acceptance of this budget kindly sign below and fax back to our offices.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

**Notes: Please DO NOT strike through the budget above. Make the necessary notes pertaining to advertising below:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXTRACT FROM THE MINUTES OF A MEETING OF THE MEMBERS/DIRECTORS/TRUSTEES OF

\_\_\_\_\_  
(CC/(PTY) LIMITED / LIMITED / TRUST)

Registration number: \_\_\_\_\_  
("the Company")

HELD AT ..... ON  
.....

**RESOLVED THAT:**

- 1. The Company sells the following property  
\_\_\_\_\_, and grants The High Street Auction Co (PTY) Ltd the exclusive mandate to market and sell the Property on the Company's behalf.
- 2. That ..... in his / their capacity as Member/Director/Trustee be and is hereby authorised to:
  - 2.1 settle the terms of and sign The High Street Auction Co. (PTY) Ltd mandate for the aforesaid purposes; and
  - 2.2 settle the price and terms of the agreement of sale; and
  - 2.3 execute and sign all documents necessary, including all transfer documents to give effect to the above resolution.

Certified a true copy,

.....  
**MEMBER/DIRECTOR/TRUSTEE**

.....  
**MEMBER/DIRECTOR/TRUSTEE**

.....  
**MEMBER/DIRECTOR/TRUSTEE**

.....  
**MEMBER/DIRECTOR/TRUSTEE**