



**CAHi**  
**P R O P E R T I E S**



SUCCESSFULLY SELLING SINCE 1988

## **PUBLIC AUCTION CONDITIONS OF SALE**

Conducted by **CAHI PROPERTIES (PTY) LTD** of **Plot 23, Graham Road, Tijger Valley, Pretoria** with telephone number **(012) 940 8686**

(the "Auctioneers")

**Duly instructed thereto by W F BOUWER ATTORNEYS, in their capacity as duly appointed agents on behalf of the Executrix of the Estate**

of **ESTATE LATE: E P MAGOLENG**

with Master's reference **9776/2013**  
**(Master of the South Gauteng High Court,  
Johannesburg)**

(hereinafter referred to as "The Seller")

we sell herewith the following property known as:

**Street address:**

**110 ABELTREE STREET  
LOTUS GARDENS  
PRETORIA  
GAUTENG**

Also known as:

**Erf description**

**PORTION 0 OF ERF 1052  
LOTUS GARDENS  
PRETORIA  
GAUTENG**

Measuring: **375 SQM**

VAT No. (if registered):

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**Initial**

**THIS SALE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**1. PROCEDURE:**

- 1.1 The property will be sold to the highest accepted bidder subject to confirmation by the Seller, which confirmation or refusal will be given without furnishing any reasons, within **7 days** from the date of sale. The seller and or auctioneer reserves his rights in terms of section 45(4) of the Consumer Protection Act, Act 68 of 2008.
- 1.2 For the purpose of calculating this period the day of the auction shall be taken into account as the first day of the period.
- 1.3 During the confirmation period the offer made by the Purchaser shall be irrevocable.
- 1.4 The Auctioneer shall be entitled to receive offers on the property during the confirmation period which offers shall be deemed to have been made on precisely the same terms and conditions as are contained in these Conditions of Sale.
- 1.5 The Purchaser shall have the opportunity to match any such offer within 24 hours of such offer being communicated to him by the Auctioneer or Seller (by telephone or otherwise).
- 1.6 Each bid shall constitute an offer to purchase the property for the amount bid, which the Seller may accept or reject in his/her sole discretion.
- 1.7 The highest bidder (the "Purchaser") shall sign these Conditions of Sale immediately on the fall of the hammer.
- 1.8 The parties hereto are bound to the terms of this agreement pending confirmation by the Seller and/or the Master of the High Court if applicable.
- 1.9 The Seller may at any time within the confirmation period accept the highest offer , and need not wait until the full confirmation period has expired.
- 1.10 In the event that the seller fails to confirm the sale in the prescribed time, the parties confirm that the confirmation period may be extended by the mutual consent of both parties and shall be reduced to writing and form an addendum to this contract.

**2. PURCHASE PRICE:**

The purchase price is to be paid as follows;

- 2.1 A cash deposit of **10 %** of the purchase price upon signing of these

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**Initial**

Conditions of Sale and payable to the Auctioneer for the benefit of the seller.

- 2.2 The parties agree that the auctioneer shall be entitled, immediately upon signing acceptance hereof by the seller, to allocate to himself from the deposit any amount that is due and payable to the auctioneer by the seller and that remains unpaid in respect of the total cost of advertising and conducting the sale of the property, as contemplated in clause 1 above: Provided that any amount so allocated to the auctioneer shall immediately be refunded to the purchaser without deduction or set-off if this sale is lawfully cancelled by the purchaser.

Provided further that any such allocation of the deposit to the auctioneer shall be deemed to be part payment of the purchase price to the seller.

Provided further that if the purchaser has not paid a deposit and unlawfully cancels the agreement, the auctioneer shall be entitled to claim his commission and advertising costs from the purchaser. The purchaser hereby consents to payment of such commission and advertising costs, although it was payable by the seller and further consents to costs being claimed against him for collection of commission and advertising costs at a scale as between Attorney and own client.

- 2.3 The balance of the purchase price is payable by registration of transfer in the name of the Purchaser for which the Purchaser will be obliged to furnish an approved Bank or Financial Institution guarantee within 30 days of confirmation of the sale, for the full balance of the purchase price, which guarantee will be payable to the Seller's attorneys on demand.
- 2.4 If the Purchaser should make payment of the full purchase price prior to registration of transfer, such payment will be invested by the Seller and the interest earned on such investment will accrue to the Seller as occupational rent paid by the Purchaser to the Seller.

3. **TRANSFER COSTS:**

The Purchaser shall be bound, on request, to pay:

- 3.1 Survey charges, if any, and costs of diagrams and stamps as well as VAT thereon, if necessary;
- 3.2 Transfer Duty
- 3.3 All costs pertaining to the giving and taking of transfer, including VAT thereon;
- 3.4 VAT on the purchase price, if applicable.

3.5 The Seller and the Purchaser, including the Auctioneer (if applicable) agree that in the event the arrear rates and taxes, levies and or electricity or any other statutory liability in this regard, exceeds the purchaser price, this agreement shall become *null and void* and all monies paid by any PARTY shall be refunded.

4. **COMMISSION:**

At confirmation of the sale by the Seller as mentioned in paragraph 1 above the **Seller** will be liable to pay the Auctioneers commission calculated at **6 %** of the purchase price. The Seller will be liable to pay the advertising and costs and other expenses. The parties acknowledge that the Auctioneer is the only and effective cause of this transaction and that the Auctioneer introduced them to one another.

5. **REGISTRATION OF TRANSFER:**

As soon as the Purchaser has paid or guaranteed the full purchase price together with all costs and disbursement as mentioned above the property will be transferred into the name of the Purchaser which transfer will be affected by the attorneys nominated by the Seller.

6. **DOMICILIUM CITANDI ET EXECUTANDI**

The parties agree that their addresses as stipulated on pages 1 and 8 for the Seller and Purchaser respectively shall be their chosen **domicillii citandi et executandi** for the purposes of all notices and legal processes. The domicile address may be changed by giving the other party 7 (SEVEN) days' notice prior to the new address becoming the new effective domicile address.

7. **BREACH:**

Should any party fail to comply with any of the terms and conditions as set out in this agreement and that defaulting party does not remedy such breach within a period of 7 business days after written notice has been given to the defaulting party at his chosen domicilium citandi et executandi, calling upon the defaulting party to remedy such breach, then the aggrieved party shall be entitled without prejudice to any other remedies available, to:

- Cancel the sale by way of written notice either or by fax, or per hand or by registered mail
- Claim specific performance in terms of the agreement;
- Claim damages from the defaulting party.

If the sale is cancelled and the aggrieved party is the seller, it is specifically agreed between the parties that all amounts paid by the purchaser as well as any interest accrued thereon, will be forfeited by the purchaser as "rouwkoop" or as pre estimated liquid damages.

If the purchaser fails to pay the full deposit as set out in paragraph 2.1, the seller will be entitled to immediately without giving written notice to the

purchaser cancel the agreement and proceed to sell the property either on auction or private treaty.

The seller may keep any amount paid by the purchaser as "rouwkoop" or as pre estimated liquidated damages.

It is specifically agreed by both the seller and the purchaser that the auctioneers claim for commission shall be a first charge against any monies that may be payable to the seller.

8. **MAGISTRATE'S COURT JURISDICTION:**

The parties hereto consent to the jurisdiction of the Magistrate's Court in terms of Section 45 read with Section 28 of the Magistrate's Court Act of 1944, as amended. Notwithstanding the foregoing, this shall not preclude either party from approaching the High Court of South Africa for any relief sought.

9. **AS IS:**

9.1 The property is sold as described in the Title Deed subject to the servitude's and conditions contained therein, any proceeding Title Deeds, leases or other real right. The seller shall not be liable for any lack or error in the description and size of the property that might be manifested upon it being surveyed and shall not be liable for any encroachment on or by the property of any kind.

9.2 It is specifically recorded that the purchaser acknowledges and understands that he/she is buying the property on auction, and that the provisions of Section 55(6) of the Consumer Protection Act, Act 68 of 2008 ("The Act") applies to this auction. It is recorded that neither the auctioneer nor the seller can guarantee the condition of the property, do not make any representations to the purchaser in respect of any aspect of the property, and specifically agree that no latent or patent defects have been indicated or pointed out by the auctioneer or the seller to the purchaser and that the purchaser expressly agrees to accept the property in the condition and chooses to accept the property in the condition it lies by placing a bid. The Purchaser acknowledges that the provisions of Section 55 (1) to 55(5) of "the Act" do not comply to this transaction.

9.3 The purchaser acknowledges that he/she had reasonable opportunity to inspect the property, its nature, condition, extent and locality prior to the auction, and chose to proceed with bidding on the property. By bidding on the property the purchaser accepts the condition of the property.

9.4 Neither the seller nor the auctioneer nor the secure creditor, nor their agents made any representation to the purchaser in respect of any aspect to induce the purchaser to conclude this agreement.

9.5. The purchaser acknowledges that neither the Seller nor the Auctioneer shall be liable to provide any building plans or related certificates or to arrange the connection of the electricity and water services or any other services related to the property.

10. **ZERO RATE VAT TRANSACTION (if applicable):**

If the seller is a VAT vendor and the property is sold as a going concern or part of an enterprise which is capable of separation then the seller and the purchaser specifically agree that:

10.1 The property sold is an income earning enterprise and will still be an income earning enterprise on the date of transfer.

10.2 The seller is a VAT Vendor as defined in the Value Added Tax Act 1991, and the purchaser is also such a VAT vendor or will be such a VAT Vendor at the date of submission of a request for a transfer duty receipt to the South African Revenue Service and as at the date of registration of transfer.

10.3 This sale is therefore a Zero Rated Taxable supply in terms of Section 11(1)(e) of the Value Added Tax Act of 1991.

10.4 The South African Revenue Service rules that the sale does not qualify to be a zero rated VAT transaction, then the purchaser shall be liable to pay value added tax at the standard rate calculated on the purchase price within 5 business days of receipt of a written request from the seller or the conveyances.

11. **POSSESSION AND OCCUPATION:**

11.1 Possession and occupation of the property shall be given to the Purchaser on **registration** of the sale by the Seller, from which date onwards the risk of profit and loss will be on him and from which date he will be responsible for all assessments and duties payable in respect of the property.

11.2 The Purchaser will on his own cost do the necessary to obtain occupation of the property.

11.3 No party shall effect any alterations, improvements or addition to the property prior to the date of registration without the Seller's prior written consent and the Purchaser shall have no claim, whether enrichment or otherwise, against the Seller should he effect such alterations, improvements or additions, with or without consent and this clause shall remain of full force in spite of cancellation or voidness of this agreement.

12. **CAPACITY OF PARTIES:**

Should the bidder act as a representative for a Company, Closed Corporation, Trust or any other entity formed or to be formed as Purchaser or on behalf of another person as Purchaser, such bidder would have been registered as a proxy buyer and would have supplied to the Seller or Auctioneer, proof of his proxy to bid as a representative. The person bidding will however be personally liable as Purchaser for the proper performance of all the terms and conditions of this agreement. If the proxy giver does not adopt and/or ratify the purchase within a period of 2 (TWO) days after date of confirmation, or if such entity is for any reason whatsoever not bound or cannot be bound as Purchaser under this agreement or his principal is not bound as Purchaser under this agreement as a result of any defect in his mandate or for any other reason whatsoever, furthermore upon adoption and ratification of this agreement by any entity as aforesaid, the said representative shall be the purchaser and shall be liable as a surety in *solidum* and co-principal debtor to the Seller for the prompt and proper performance by the entity of each and every of its obligations arising out of the acceptance and ratification of this agreement.

13. **COMPLIANCE CERTIFICATES**

The Purchaser confirms that there is no obligation on the Seller to provide him with an electrical, gas, water, entomologist, electric fence system certificate of compliance or occupation certificate or any other certificate that may be required. The Purchaser will on his own cost obtain any such certificates from date of possession or registration, whichever date is first.

SOLD and SIGNED at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ for the amount of R \_\_\_\_\_

(words: \_\_\_\_\_)

(plus VAT if applicable) **TO:**

\_\_\_\_\_  
**Initial**



**PURCHASER 1:**

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

Identity number : \_\_\_\_\_

Contact details : (work) \_\_\_\_\_

(home) \_\_\_\_\_

(cell) \_\_\_\_\_

(fax) \_\_\_\_\_

(e-mail) \_\_\_\_\_

Work Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Physical Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Postal Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Marital Status : \_\_\_\_\_

Married at : \_\_\_\_\_

Spouse's name : \_\_\_\_\_

Spouse's ID no. : \_\_\_\_\_

VAT number : \_\_\_\_\_

\_\_\_\_\_ **Initial**

**PURCHASER 2:**

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

Identity number : \_\_\_\_\_

Contact details : (work) \_\_\_\_\_

(home) \_\_\_\_\_

(cell) \_\_\_\_\_

(fax) \_\_\_\_\_

(e-mail) \_\_\_\_\_

Work Address : \_\_\_\_\_

\_\_\_\_\_

Physical Address : \_\_\_\_\_

\_\_\_\_\_

Postal Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

VAT number : \_\_\_\_\_

**AUTHORIZED PURCHASER:**

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

Identity number : \_\_\_\_\_

**For:**

Entity Name : \_\_\_\_\_

Registration no : \_\_\_\_\_

VAT no : \_\_\_\_\_

Contact details : (work) \_\_\_\_\_

(home) \_\_\_\_\_

(cell) \_\_\_\_\_

(fax) \_\_\_\_\_

(e-mail) \_\_\_\_\_

Work Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Physical Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Postal Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Initial**

The Purchaser binds himself hereby for due fulfilment of the above mentioned Conditions of Sale with which he is fully acquainted. The Purchaser hereby chose as his/her *domicilium citandi et excecutandi* the physical address as supplied herein.

**AS WITNESSES:**

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

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

1. \_\_\_\_\_ PURCHASER 2

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

**AS WITNESSES:**

1. \_\_\_\_\_ 1. \_\_\_\_\_  
PURCHASER / SIGNATORY

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

**AS WITNESSES:**

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

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

CONFIRMED by the Seller on this \_\_\_\_ day of \_\_\_\_\_.

AS WITNESS \_\_\_\_\_

SELLER \_\_\_\_\_

\_\_\_\_\_  
Initial



**CAHi**  
**P R O P E R T I E S**



SUCCESSFULLY SELLING SINCE 1988

## **PUBLIC AUCTION CONDITIONS OF SALE**

Conducted by **CAHI PROPERTIES (PTY) LTD** of **Plot 23, Graham Road, Tijger Valley, Pretoria** with telephone number **(012) 940 8686**

(the "Auctioneers")

**Duly instructed thereto by W F BOUWER ATTORNEYS, in their capacity as duly appointed agents on behalf of the Executrix of the Estate**

of **ESTATE LATE: E P MAGOLENG**

with Master's reference **9776/2013**  
**(Master of the South Gauteng High Court, Johannesburg)**

(hereinafter referred to as "The Seller")

we sell herewith the following property known as:

**Street address:**

**110 ABELTREE STREET  
LOTUS GARDENS  
PRETORIA  
GAUTENG**

Also known as:

**Erf description**

**PORTION 0 OF ERF 1052  
LOTUS GARDENS  
PRETORIA  
GAUTENG**

Measuring: **375 SQM**

VAT No. (if registered):

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- 1.8 The parties hereto are bound to the terms of this agreement pending confirmation by the Seller and/or the Master of the High Court if applicable.
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The purchase price is to be paid as follows;

- 2.1 A cash deposit of **10 %** of the purchase price upon signing of these

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**Initial**

Conditions of Sale and payable to the Auctioneer for the benefit of the seller.

- 2.2 The parties agree that the auctioneer shall be entitled, immediately upon signing acceptance hereof by the seller, to allocate to himself from the deposit any amount that is due and payable to the auctioneer by the seller and that remains unpaid in respect of the total cost of advertising and conducting the sale of the property, as contemplated in clause 1 above: Provided that any amount so allocated to the auctioneer shall immediately be refunded to the purchaser without deduction or set-off if this sale is lawfully cancelled by the purchaser.

Provided further that any such allocation of the deposit to the auctioneer shall be deemed to be part payment of the purchase price to the seller.

Provided further that if the purchaser has not paid a deposit and unlawfully cancels the agreement, the auctioneer shall be entitled to claim his commission and advertising costs from the purchaser. The purchaser hereby consents to payment of such commission and advertising costs, although it was payable by the seller and further consents to costs being claimed against him for collection of commission and advertising costs at a scale as between Attorney and own client.

- 2.3 The balance of the purchase price is payable by registration of transfer in the name of the Purchaser for which the Purchaser will be obliged to furnish an approved Bank or Financial Institution guarantee within 30 days of confirmation of the sale, for the full balance of the purchase price, which guarantee will be payable to the Seller's attorneys on demand.
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3. **TRANSFER COSTS:**

The Purchaser shall be bound, on request, to pay:

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3.5 The Seller and the Purchaser, including the Auctioneer (if applicable) agree that in the event the arrear rates and taxes, levies and or electricity or any other statutory liability in this regard, exceeds the purchaser price, this agreement shall become *null and void* and all monies paid by any PARTY shall be refunded.

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- Claim specific performance in terms of the agreement;
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If the sale is cancelled and the aggrieved party is the seller, it is specifically agreed between the parties that all amounts paid by the purchaser as well as any interest accrued thereon, will be forfeited by the purchaser as "rouwkoop" or as pre estimated liquid damages.

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9.2 It is specifically recorded that the purchaser acknowledges and understands that he/she is buying the property on auction, and that the provisions of Section 55(6) of the Consumer Protection Act, Act 68 of 2008 ("The Act") applies to this auction. It is recorded that neither the auctioneer nor the seller can guarantee the condition of the property, do not make any representations to the purchaser in respect of any aspect of the property, and specifically agree that no latent or patent defects have been indicated or pointed out by the auctioneer or the seller to the purchaser and that the purchaser expressly agrees to accept the property in the condition and chooses to accept the property in the condition it lies by placing a bid. The Purchaser acknowledges that the provisions of Section 55 (1) to 55(5) of "the Act" do not comply to this transaction.

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10.3 This sale is therefore a Zero Rated Taxable supply in terms of Section 11(1)(e) of the Value Added Tax Act of 1991.

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Should the bidder act as a representative for a Company, Closed Corporation, Trust or any other entity formed or to be formed as Purchaser or on behalf of another person as Purchaser, such bidder would have been registered as a proxy buyer and would have supplied to the Seller or Auctioneer, proof of his proxy to bid as a representative. The person bidding will however be personally liable as Purchaser for the proper performance of all the terms and conditions of this agreement. If the proxy giver does not adopt and/or ratify the purchase within a period of 2 (TWO) days after date of confirmation, or if such entity is for any reason whatsoever not bound or cannot be bound as Purchaser under this agreement or his principal is not bound as Purchaser under this agreement as a result of any defect in his mandate or for any other reason whatsoever, furthermore upon adoption and ratification of this agreement by any entity as aforesaid, the said representative shall be the purchaser and shall be liable as a surety in *solidum* and co-principal debtor to the Seller for the prompt and proper performance by the entity of each and every of its obligations arising out of the acceptance and ratification of this agreement.

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The Purchaser confirms that there is no obligation on the Seller to provide him with an electrical, gas, water, entomologist, electric fence system certificate of compliance or occupation certificate or any other certificate that may be required. The Purchaser will on his own cost obtain any such certificates from date of possession or registration, whichever date is first.

SOLD and SIGNED at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ for the amount of R \_\_\_\_\_

(words: \_\_\_\_\_)

(plus VAT if applicable) **TO:**

\_\_\_\_\_  
**Initial**

**PURCHASER 1:**

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

Identity number : \_\_\_\_\_

Contact details : (work) \_\_\_\_\_

(home) \_\_\_\_\_

(cell) \_\_\_\_\_

(fax) \_\_\_\_\_

(e-mail) \_\_\_\_\_

Work Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Physical Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Postal Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Marital Status : \_\_\_\_\_

Married at : \_\_\_\_\_

Spouse's name : \_\_\_\_\_

Spouse's ID no. : \_\_\_\_\_

VAT number : \_\_\_\_\_

\_\_\_\_\_

**Initial**

**PURCHASER 2:**

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

Identity number : \_\_\_\_\_

Contact details : (work) \_\_\_\_\_

(home) \_\_\_\_\_

(cell) \_\_\_\_\_

(fax) \_\_\_\_\_

(e-mail) \_\_\_\_\_

Work Address : \_\_\_\_\_

\_\_\_\_\_

Physical Address : \_\_\_\_\_

\_\_\_\_\_

Postal Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

VAT number : \_\_\_\_\_

**AUTHORIZED PURCHASER:**

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

Identity number : \_\_\_\_\_

**For:**

Entity Name : \_\_\_\_\_

Registration no : \_\_\_\_\_

VAT no : \_\_\_\_\_

Contact details : (work) \_\_\_\_\_

(home) \_\_\_\_\_

(cell) \_\_\_\_\_

(fax) \_\_\_\_\_

Work Address : (e-mail) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Physical Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postal Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Initial**

The Purchaser binds himself hereby for due fulfilment of the above mentioned Conditions of Sale with which he is fully acquainted. The Purchaser hereby chose as his/her *domicilium citandi et excecutandi* the physical address as supplied herein.

**AS WITNESSES:**

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

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

1. \_\_\_\_\_ PURCHASER 2

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

**AS WITNESSES:**

1. \_\_\_\_\_ 1. \_\_\_\_\_  
PURCHASER / SIGNATORY

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

**AS WITNESSES:**

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

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

CONFIRMED by the Seller on this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
AS WITNESS

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
Initial