

OMNILAND

AFSLAERS / AUCTIONEERS

BK/CC REG NO: CK91/07054/23

BTW/VAT REG NO: 4460112099

Katoen SA Gebou, Cycad Oord 90
Uit Watermeyerstraat
VAL DE GRACE x10
Posbus 73724, LYNNWOODRIF, 0040
Tel: 012 804 2978
Faks: 012 804 2976
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Cotton SA Building, 90 Cycad Place
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VAL DE GRACE x10
PO Box 73724, LYNNWOODRIDGE, 0040
Tel: 012 804 2978
Fax: 012 804 2976
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PROPERTY AUCTION

ESTATE LATE: LORRAINE LINDA BEKEBU

THURSDAY 12 NOVEMBER 2020 AT 14:00 AT

PORTION 1 OF STAND 610 ROSE HILL



37 EVEREST ROAD, PARKHILL, DURBAN

UNASHAMEDLY ETHICAL

Deon Botha Cell: 082 892 8355 e-mail: deon@omniland.co.za
Roderick Roets Cell: 082 960 1881 e-mail: rod@omniland.co.za

PROPERTY REPORT

REGISTERED OWNERS:

1. Lorraine Linda Bekebu
2. Sibongiseni Justine Bekebu

IDENTITY NUMBERS:

1. 660514 0509 08 4
2. 731012 5784 08 8

MASTER'S REFERENCE:

16017/2015 DBN

VAT REGISTRATION:

Is the Estate registered for VAT purposes?

SUBJECT PROPERTY:

Portion 1 of Stand 610 Rose Hill

PHYSICAL ADDRESS:

37 Everest Road
Parkhill
Durban

TITLE DEED NUMBER:

T63420/2006

EXTENT:

954m²

LOCATION:

From the R102/Riverside Road intersection in Durban take the Riverside Road and follow in an easterly direction for 300m. Turn left in BATTERY Road and follow for 1,6km. Turn right in Everest Road and follow for 100m where the property is situated on right hand side.

CO-ORDINATES:

S29 47.856
E31 01.036

ZONING:

Residential

IMPROVEMENTS:

The property is improved with a plastered brick dwelling and outbuilding under pitched tile roof and consists of the following:

Main improvements:

Tiled lounge.



Tiled dining room.



Kitchen with wooden cupboards, granite tops, double bowl stainless steel sink, 5-burner gas stove/oven combo, double eye-level oven, and extractor.



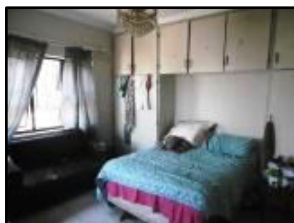
Tiled bedroom with built-in cupboard.



Tiled bedroom with built-in cupboard.



Tiled bedroom with built-in cupboard.



Bathroom with bath, shower, toilet and basin.



Out buildings:

Storeroom.



Single garage.

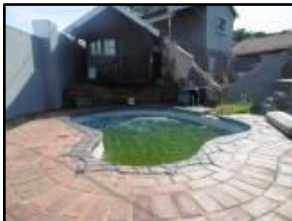


Single carport.



Garden layout:

Established with lawn and there is a swimming pool.



Security:

1. Property is walled on all sides.
2. Burglar bars.
3. Steel security gates.

MONTHLY RATES AND TAXES:

Rates & Taxes
Refuse
Total:

R647.28
123.13
R770.41

OMNILAND AUCTIONEERS

19 October 2020

WinDeed Property Report

Township ROSE HILL, Erf 610/1

REGISTERED PROPERTY DETAILS

Property Type	ERF	Diagram Deed	T6215/956
Erf Number	610	Registered Size	954.0000SQM
Portion Number	1	Municipality	ETHEKWINI
Township	ROSE HILL	Province	KWAZULU NATAL
Registration Division	FU	Coordinates (Lat/Long)	-29.797969 / 31.016991
Deeds Office	PIETERMARITZBURG		

OWNER DETAILS

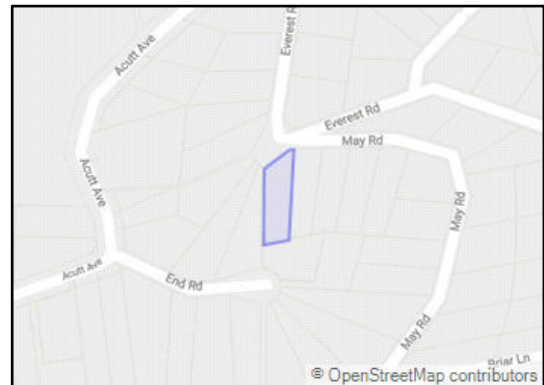
Owner 1 of 2

Person Type	PRIVATE PERSON	Title Deed	T63420/2006
Name	BEKEBU LORRAINE LINDA	Purchase Date	2006/09/30
ID Number	6605140509084	Purchase Price (R)	735,000
Share (%)	50	Registration Date	2006/12/12

Owner 2 of 2

Person Type	PRIVATE PERSON	Title Deed	T63420/2006
Name	BEKEBU SIBONGISENI JUSTINE	Purchase Date	2006/09/30
ID Number	7310125784088	Purchase Price (R)	735,000
Share (%)	50	Registration Date	2006/12/12

MAPS



PROPERTY INFORMATION

Address	37 EVEREST ROAD, PARKHILL, DURBAN
Primary Use	-
Estate	-

Room Configuration

Bedrooms	-	Reception Areas	-
Bathrooms	-	Study/Office	-
Kitchens	-		
Internal Finishes	-		

General Information

Door Number	-	Roof Type	OTHER
Floor Size (m ²)	-	Wall Type	OTHER
Storeys	-	Construction Year	-

Other Features

Garages	-	Additional Dwellings	-
Garden	-		
Pool	-		

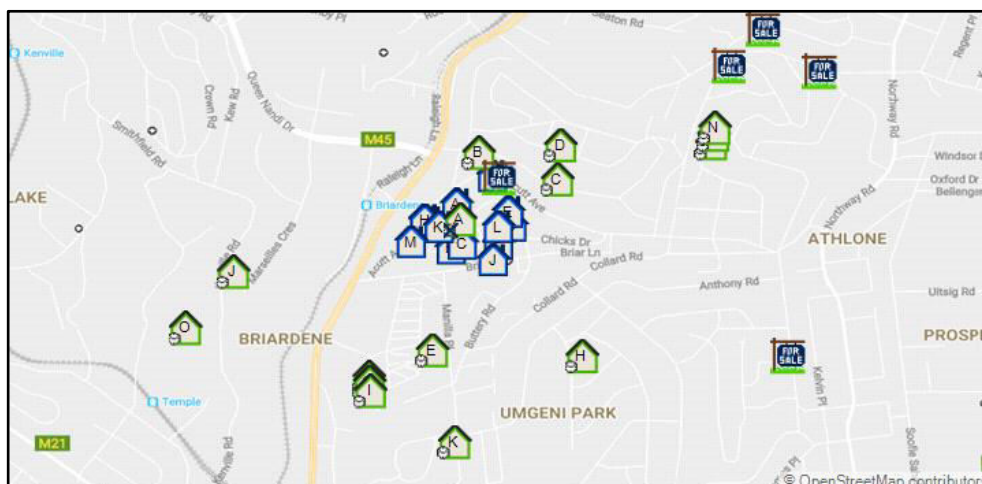
MUNICIPAL VALUATION

Municipal Valuation R 550 000.00
Zoning Usage -

Valuation Year 2012

SALES

Sales shows the details of the most recent transfers, sales pending registration and properties for sale in close proximity to the specified property.



Recently Registered Transfers

	Address / Property Description	Size (m ²)	Sales Price (R)	Distance (m)	Sold	Transferred
A	74 EVEREST ROAD PARKHILL	1 025	500,000	68	2017/07/05	2017/09/15
B	20 END ROAD PARKHILL	1 150	750,000	110	2016/07/06	2016/10/25
C	9 MAY ROAD PARKHILL	1 629	650,000	101	2016/01/28	2016/09/15
D	34 EVEREST ROAD RIVERSIDE	1 016	1,000,000	218	2017/07/04	2017/12/18
E	40 EVEREST ROAD RIVERSIDE	1 107	750,000	208	2016/09/14	2017/03/09
F	3 EVEREST ROAD PARKHILL	1 050	1,100,000	194	2016/08/13	2016/12/19
G	38 ACUTT AVENUE PARKHILL	543	405,000	79	2015/09/03	2016/02/16
H	ACUTT AVENUE PARK HILL	256	405,000	89	2015/09/03	2016/02/16
G	38 ACUTT AVENUE PARKHILL	543	570,000	79	2015/09/17	2016/02/16
H	ACUTT AVENUE PARK HILL	256	570,000	89	2015/09/17	2016/02/16
I	52 WOODLAWN CRESCENT PARKHILL	1 047	520,000	232	2016/10/21	2017/04/10
J	4 AGAR PLACE RIVERSIDE	1 837	1,645,000	218	2016/04/22	2016/09/02
K	69 EVEREST ROAD PARKHILL	1 325	670,000	46	2015/03/19	2015/10/13
L	15 EVEREST ROAD PARKHILL	1 057	650,000	172	2015/10/01	2016/02/24
M	26 ACUTT AVENUE PARKHILL	1 113	975,000	161	2015/09/21	2015/12/23

Sales Pending Registration

	Address / Property Description	Size (m ²)	Sales Price (R)	Distance (m)
A	33 MAY ROAD PARKHILL	948	470,000	34
B	85 ACUTT AVENUE PARKHILL	1 039	975,000	288
C	86 LANCASTER GROVE PARK HILL	1 145	1,500,000	411
D	66 MANFRED DRIVE PARKHILL	1 086	900,000	490
E	19 BANANA GROVE RIVERSIDE	2 205	-	517
F	18 DAFFODIL PLACE RIVERSIDE	1 012	150,000	684
G	20 DAFFODIL PLACE RIVERSIDE	1 012	-	700
H	15 HILLBROW ROAD RIVERSIDE	1 265	2,800,000	709
I	24 DAFFODIL PLACE RIVERSIDE	3 038	-	732
J	102 MARSEILLES CRESCENT BRIARDENE	4 321	3,359,475	791
K	65 BUTTERY ROAD RIVERSIDE	945	-	878
L	36 ELLIS PARK DRIVE ATHLONE	1 650	9,500,000	970
M	38 ELLIS PARK DRIVE ATHLONE	1 639	9,500,000	988
N	48 ELLIS PARK DRIVE ATHLONE	1 734	9,500,000	1 001
O	100 TEMPLE ROAD BRIARDENE	5 782	-	1 027

Properties For Sale

Address / Property Description	Size (m ²)	Listing Price (R)	Distance (m)	Listed	Property24 Listing
48 WOODLAWN CRESCENT PARKHILL	-	1,150,000	244	2017/10/02	105658223
ROSE HILL (DETAILS WITHHELD *)	-	1,150,000	490	2015/12/10	103452821
DURBAN NORTH (DETAILS WITHHELD *)	-	6,000,000	566	2017/11/06	105770686
UMGENI PARK (DETAILS WITHHELD *)	-	2,349,000	1 047	2017/01/31	104760569
DURBAN NORTH (DETAILS WITHHELD *)	-	3,395,000	1 061	2017/07/28	105423274
KENVILLE (DETAILS WITHHELD *)	-	960,000	1 118	2016/11/09	104504638
7 GRANLEIGH CRESCENT ATHLONE	-	6,950,000	1 159	2017/06/12	105244240
DURBAN NORTH (DETAILS WITHHELD *)	-	4,800,000	1 234	2017/02/27	104871758
177 HIGH RIDGE ROAD ATHLONE	-	3,595,000	1 302	2017/04/28	105073190
34 ENNISDALE DRIVE ATHLONE	-	3,200,000	1 340	2017/04/05	105003492
DUIKER FONTEIN (DETAILS WITHHELD *)	-	1,500,000	1 356	2017/10/13	105700973

DUIKER FONTEIN (DETAILS WITHHELD *)	-	1,500,000	1 356	2017/10/13	105701052
UMGENI PARK (DETAILS WITHHELD *)	-	2,300,000	1 367	2016/01/19	103511723
DURBAN NORTH (DETAILS WITHHELD *)	-	5,500,000	1 430	2017/07/01	105319275
15 LYNFORD PLACE ATHLONE	-	5,500,000	1 430	2017/06/22	105288380

* The property location has been withheld at the estate agent's request and is not visible in the Sales Map.

Sales Analysis

45 properties used in the analysis.

Note: Where there is no monetary value or extent it has been ignored.

	Price (R)	R/m ²	Extent (m ²)
Highest Priced Property	9,500,000	5,796	1 639
Average Priced Property	1,992,579	1,618	1 232
Lowest Priced Property	150,000	148	1 012

BONDS AND OTHER DOCUMENTS

Document Number	Amount (R)	Holder
ROSE HILL,610,1	-	-
I-67/2008AT	-	13104/2007-20071220
B77240/2006	735,000	STANDARD BANK OF SOUTH AFRICA LTD

PROPERTY HISTORY

Document Number	Amount (R)	Holder
T3731/2005	460,000	VUUREN ANABELA DE JESUS MARQUES JANSE VAN
T3731/2005	460,000	VUUREN PIERRE JAMES JANSE VAN
B4112/2005	440,000	-
B4626/2001	117,000	-
T7855/2001	130,000	SZLOBODA GUNGADEVI
T7855/2001	130,000	SZLOBODA OTTO
T12481/2000	79,100	B O E BANK LTD
B10918/1991	9,000	N B S
B38129/1991	7,000	N B S BANK LTD
B17054/1993	7,000	N B S BANK LTD
B5393/1993	17,000	N B S BANK LTD
T11980/1985	50,000	STEYN JOHAN ANTON
T11980/1985	50,000	STEYN CATHARINA MARIA
B29917/1990	13,000	N B S
B25866/1991	10,500	N B S BANK LTD
B25525/1992	31,000	N B S BANK LTD
B12036/1985	-	-
B5065/1989	-	-

AMENITIES

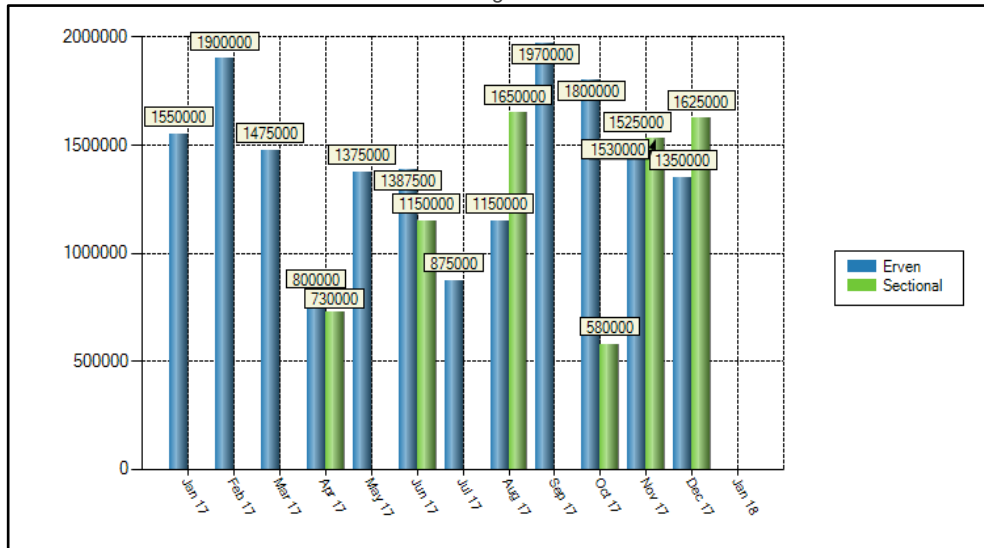
Name	Type	Distance (m)
Rosehill Jp	Education	235
Briardene Primary School	Education	768
Kenville Primary School	Education	1 126
Parkhill S	Education	1 228
Sea Cow Lake S	Education	1 304
Columbia Primary School	Education	1 356
Greenwood Park Primary School	Education	1 565

SUBURB TRENDS

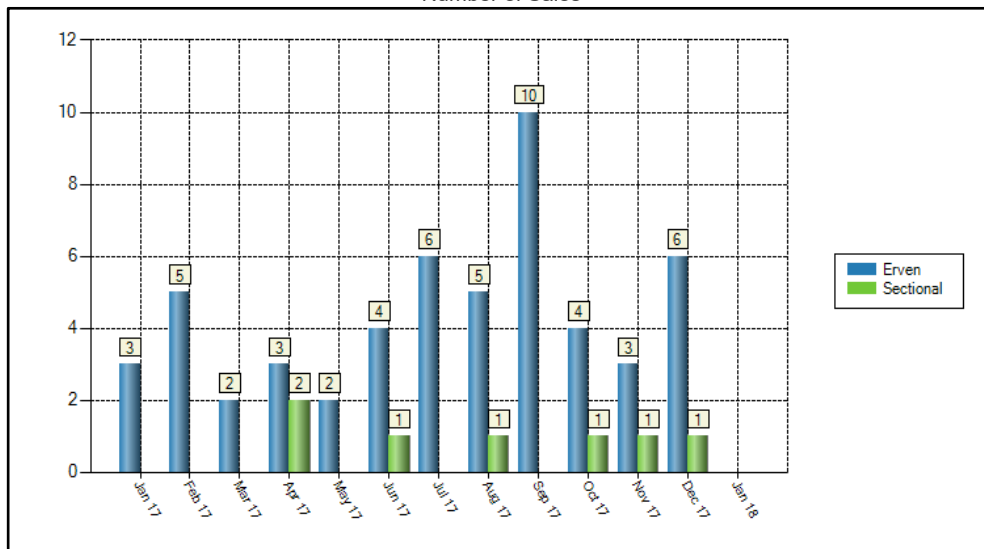
The Suburb Trend graphs show the average price and total volume of sales in the suburb.

Monthly Trends

Average Price

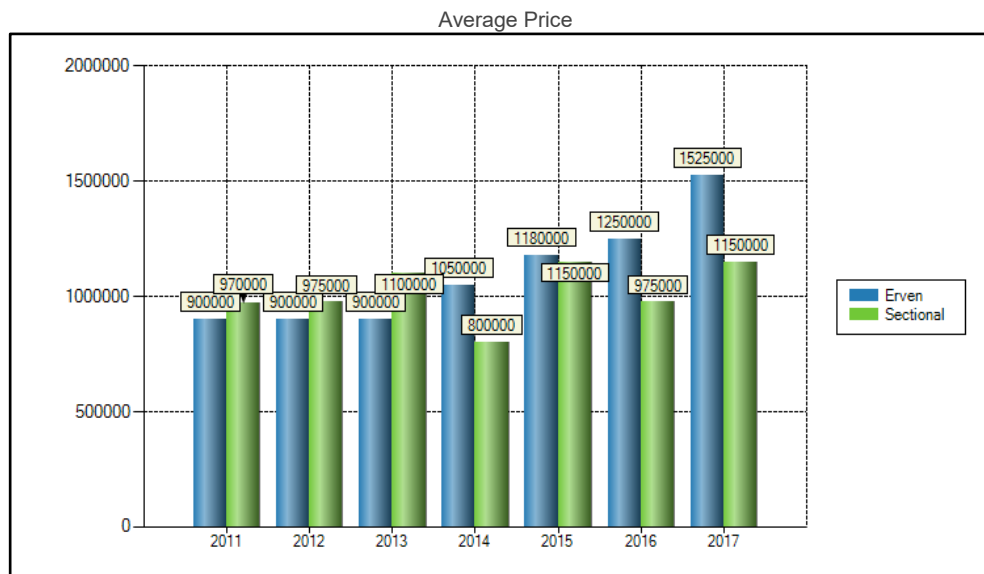


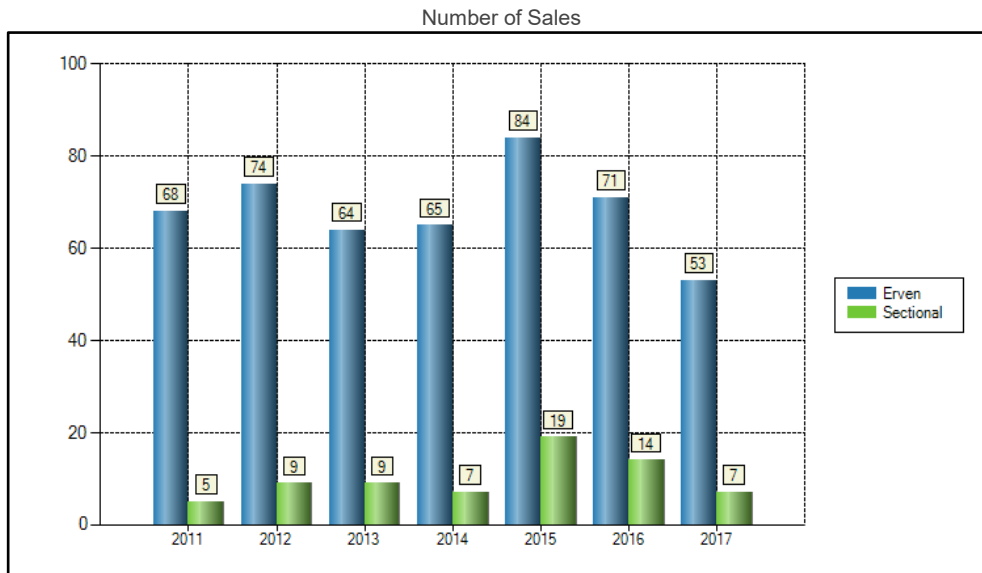
Number of Sales



	Average Erf Price (R)	Total Erf Sales	Average SS Price (R)	Total SS Sales	Average Farm Price (R)	Total Farm Sales	Average AH Price (R)	Total AH Sales
Jan 17	1,550,000	3	-	-	-	-	-	-
Feb 17	1,900,000	5	-	-	-	-	-	-
Mar 17	1,475,000	2	-	-	-	-	-	-
Apr 17	800,000	3	730,000	2	-	-	-	-
May 17	1,375,000	2	-	-	-	-	-	-
Jun 17	1,387,500	4	1,150,000	1	-	-	-	-
Jul 17	875,000	6	-	-	-	-	-	-
Aug 17	1,150,000	5	1,650,000	1	-	-	-	-
Sep 17	1,970,000	10	-	-	-	-	-	-
Oct 17	1,800,000	4	580,000	1	-	-	-	-
Nov 17	1,525,000	3	1,530,000	1	-	-	-	-
Dec 17	1,350,000	6	1,625,000	1	-	-	-	-
Jan 18	-	-	-	-	-	-	-	-

Annual Trends





	Average Erf Price (R)	Total Erf Sales	Average SS Price (R)	Total SS Sales	Average Farm Price (R)	Total Farm Sales	Average AH Price (R)	Total AH Sales
2011	900,000	68	970,000	5	-	-	-	-
2012	900,000	74	975,000	9	-	-	-	-
2013	900,000	64	1,100,000	9	-	-	-	-
2014	1,050,000	65	800,000	7	-	-	-	-
2015	1,180,000	84	1,150,000	19	-	-	-	-
2016	1,250,000	71	975,000	14	-	-	-	-
2017	1,525,000	53	1,150,000	7	-	-	-	-

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CONDITIONS OF SALE OF IMMOVABLE PROPERTY Whereby DEON BOTHA of OMNILAND VEILINGSDIENSTE cc REGISTRATION NUMBER: CK91/07054/23 OF THE COTTON SA BUILDING, 90 CYCAD PLACE, OFF WATERMEYER STREET, VAL DE GRACE, PRETORIA (the "AUCTIONEER") duly instructed by the appointed Executor in THE ESTATE OF THE LATE LORRAINE LINDA BEKEBU MASTER'S REFERENCE: 16017/2015 DBN ("the SELLER") hereby offer for sale by public auction the immovable PROPERTY known as: PORTION 1 OF STAND 610 ROSE HILL SITUATED AT: 37 EVEREST ROAD, PARKHILL, DURBAN HELD UNDER TITLE DEED NO: T63420/2006 IN EXTENT: 954 SQUARE METRES together with all the improvements thereon, subject to the following conditions:

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.

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 during which the bid will be open for acceptance by the SELLER.
- 2.3 Should the AUCTIONEER commit any error he shall be entitled to correct such error.

3. SIGNATURE, ACCEPTANCE AND CONFIRMATION

- 3.1 These conditions shall be signed by the highest bidder (the PURCHASER) on request by the AUCTIONEER.
- 3.2 If this offer is concluded with more than one PURCHASER, the liability of such PURCHASERS shall be joint and several in solidum.
- 3.3 The PURCHASER'S offer shall be open for acceptance by the SELLER for a period of 21 (twenty one) days after date of the auction, till 14:00 on Thursday 3 December 2020 and may be accepted by the SELLER at any time prior to the expiry of the mentioned confirmation period ("DATE OF ACCEPTANCE"). Acceptance of the offer will be confirmed by the AUCTIONEER to the PURCHASER.
- 3.4 Acceptance of the offer is subject to approval by the Executor/Executrix and the bondholder of the mentioned Deceased Estate. The SELLER reserves the right to decline the offer and will be under no obligation to accept the offer, without any obligation to furnish any reason for his decision. The Executor/Executrix reserves the right to accept any other offer that may be received in respect of the PROPERTY.
- 3.5 Transfer of the property is subject to approval by the Master of the High Court.
- 3.6 The PURCHASER acknowledges that the PURCHASER is aware that the property is purchased from a Deceased Insolvent Estate and as such there maybe various factors that can delay the registration of the transfer, *inter alia*, obtaining the Master's Consent and clearance figures from the Municipality. The PURCHASER further acknowledges that the PURCHASER is

aware that the aforementioned possible delays will not constitute grounds for cancellation of the agreement.

4. PURCHASE PRICE

The PURCHASE PRICE, exclusive of Value Added Tax (VAT) if applicable, will be payable by the PURCHASER as follows:

4.1 A cash deposit of 10% (ten percent) to the amount of R_____ of the PURCHASE PRICE to the AUCTIONEER immediately on the fall of the hammer, which the PURCHASER hereby authorizes the AUCTIONEER to pay over to the SELLER; The PURCHASER consents to the SELLER utilizing the deposit to pay the outstanding levies, rates and taxes and any other expenses relating to the transfer of the property.

4.2 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.

4.3 The PURCHASER hereby instructs and authorises the CONVEYANCER to invest, in terms of Section 78 (2A) of the Attorneys Act No. 53 of 1979 (as amended), any monies paid by him or on his behalf in terms of this Offer (Agreement), in an interest-bearing account, interest so accrued for the benefit of the deceased estate.

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.

4.4 The deposit shall be non-refundable, except in the instance where the sale is not accepted by the SELLER in which event all monies paid by the PURCHASER to the SELLER in terms hereof shall be refunded to the PURCHASER.

5. COSTS OF TRANSFER

5.1 The SELLER will be responsible for the payment of all arrear levies, municipal rates, taxes, consumption charges due on the property until date of Acceptance of the offer by the Seller.

5.2 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, revenue stamps, mortgage loan costs, attorney's fees, deeds office registration fees, such proportion of the assessment rates levied 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 (all from the DATE OF ACCEPTANCE of this offer until 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.

5.3 The PURCHASER shall furthermore, in addition to the PURCHASE PRICE, be responsible for the payment of VAT should the above deceased estate be a registered VAT vendor, regardless of whether he was aware of this fact on date of signature hereof by himself.

- 5.4 The Purchaser herewith indemnifies the SELLER in totality, and waives any claim of any nature against the SELLER in respect of:
- 5.4.1 any remainder of any portion of municipal rates and taxes, water, electricity and sanitation charges, basic assessment rates, levies including Special levies and penalties, interest and legal charges due and payable to the Local Authority (municipality), Home Owners Association or Body Corporate.
- 5.4.2 for any period not covered by and paid against registration of transfer of the property into the name of the PURCHASER in terms of any clearance certificate issued by such Local Authority (municipality), Home Owners Association or Body Corporate;
- 5.5 Notwithstanding the contents of Paragraph 5.1 below, the Seller and the Purchaser, including the AGENT (if applicable) agree that in the event that the arrear rates and taxes and/or levies and/or Home Owners Levies and/or electricity and/or water and/or any other statutory liability and/or building penalties and/or any other expenses of this Estate, exceeds the purchase price, this agreement shall become *null and void* and all monies paid by any PARTY shall be refunded
- 6. INTEREST**
- 6.1 The PURCHASER will pay interest on the balance of the purchase price from DATE OF ACCEPTANCE to date of registration of transfer calculated at the greater of 12% (twelve percent) per annum, or the maximum rate permitted by law, both days inclusive. The interest 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 interest will be effected to the CONVEYANCER
- 7. TRANSFER**
- Transfer shall be effected by a Conveyancer appointed by the SELLER.
- 8. POSSESSION**
- 8.1 Possession of the PROPERTY will be given to the PURCHASER and the PURCHASER shall be obliged to take possession thereof, on DATE OF ACCEPTANCE from which date, in addition to the provisions of paragraph 5.2, the PURCHASER shall be liable for all municipal rates, taxes, consumption charges, insurance premiums and/or fees and levies payable on the PROPERTY, and from which date the PROPERTY shall be the sole risk, profit or loss of the PURCHASER. Should the SELLER have made any payment of such a nature for a period after the date of possession, he shall be entitled to a refund thereof pro rata to the period of prepayment.
- 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 If the PROPERTY is leased, this Agreement is entered into and subject to the rights of the tenant under any existing Lease Agreement, statutory provisions or the Common Law.
- 8.4 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. The purchaser shall have no claim of whatsoever nature against the Seller should vacant occupation and possession not be obtained on date of acceptance and/or thereafter.

8.5 Date of Possession does not refer to the actual date of the Purchaser moving into the property or receiving the keys thereto. The Seller does not guarantee that he will provide the purchaser with keys to the property.

8.6 The offer is binding upon acceptance thereof by the Seller, irrespective of the purchaser having being informed of such acceptance.

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.

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.

9.4 The PURCHASER acknowledges that neither the SELLER nor the AGENT shall be liable to provide any building plans or related certificates or the arrange the connection of the electricity and water services or any other services related to the property

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:

10.3.1 That it is fully aware of all the terms and conditions of this agreement as if fully set out in such written acknowledgement; and

10.3.2 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

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 executandi for all purposes hereunder the address set out in "INFORMATION FOR CONVEYANCER AND ADMINISTRATION" attached hereto.

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

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 hereof, 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 the 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.

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 or by e-mail, 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

The PURCHASER shall be liable for and pay AUCTIONEER'S commission of 6% (SIX PERCENT) of the purchase price, plus VAT thereon, which commission shall be deemed to have been earned and is payable immediately upon the fall of the hammer.

16. VARIATION

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.

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.

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

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.

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

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

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 PURCHASER shall at his own cost obtain:

20.1 A certificate of compliance with Government Regulations No. 2920/1992 to the effect that the electrical installation on the property complies with SABS 0142, or is reasonably safe;

20.2 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;

20.3 A certificate of the occupation of the property (if applicable).

20.4 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 within the confirmation period must be made in writing and only to Omniland Auctioneers before 17:00 on Wednesday 2 December 2020 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.

THE PROPERTY WAS PUT UP FOR SALE BY PUBLIC AUCTION ON
THE _____ DAY OF _____ 2020
and sold by the rise for the amount of R _____
(_____)
(EXCLUDING VALUE ADDED TAX)

TO:
MR/MRS/MS _____
IDENTITY NO _____
(hereinafter referred to as the "PURCHASER")

SIGNED AT _____ ON THE ____ DAY OF _____ 2020.

AS WITNESSES:

1. _____ PURCHASER

AUCTIONEER (duly authorised)

ACCEPTANCE AND CONFIRMATION

Accepted by me this ____ DAY OF _____ 2020.

AS WITNESSES:

1. _____ SELLER
2. _____ SELLER 2

SELLERS ADDRESS

THE APPOINTED EXECUTOR IN
THE ESTATE OF THE LATE
LORRAINE LINDA BEKEBU
MASTER'S REFERENCE:
16017/2015DBN