

# 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  
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## PROPERTY AUCTION

INSOLVENT ESTATE: THEBE CORNELIUS MALETE

TUESDAY 18 MAY 2021 AT 11:00 AT

STAND 1461 WITPOORTJIE EXT 2



46 TREZONA AVENUE, WITPOORTJIE, ROODEPOORT

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UNASHAMEDLY ETHICAL

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

## PROPERTY REPORT

REGISTERED OWNER:

Thebe Cornelius Malete

IDENTITY NUMBER:

710918 5393 081

MASTER'S REFERENCE:

T.2213/18

SUBJECT PROPERTY:

Stand 1461 Witpoortjie Ext 2

PHYSICAL ADDRESS:

1A Proot Street,  
Witpoortjie,  
Roodepoort

TITLE DEED NUMBER:

T71088/2002

EXTENT:

809m<sup>2</sup>

LOCATION:

From the R41/R558 intersection at Witpoortjie take the R41 and follow in an easterly direction for 1,7km. Turn left in Quellerie Street and follow for 1,3km. Turn right in Proot Street and follow for 900m. Turn right in Trezona Avenue and follow for 100m where property is situated on right hand side.

CO-ORDINATES:

S26 09.487

E27 49.100

ZONING:

Residential

IMPROVEMENTS:

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

Main improvements:

- Carpeted lounge.
- Carpeted dining room.
- Kitchen with built-in cupboards.
- Carpeted study.
- 4x Carpeted bedrooms.
- 2x Bathrooms.
- Double garage.
- Storeroom.
- Swimming pool.



Garden layout:

Established with lawn and trees.

Security:

1. Property is walled on all sides.
2. Burglar bars.
3. Steel security gates.
4. Electric fence.
5. Motorised entrance gate.

MONTHLY RATES AND TAXES:

Rates & Taxes

R560.77

Refuse

R270.25

Total:

R831.02

RATES AND TAXES IN ARREARS:

As on 26 February 2021

Account Number: 302 415 731

R172 501.60

**OMNILAND AUCTIONEERS**

14 May 2021

# Automated Valuation Report



## REPORT INFORMATION

**Date Requested** 2021/02/25 16:21  
**Reference** -

## PROPERTY INFORMATION

This section contains important registered property information.

<b>Property Type</b>	Freehold	<b>Size (Registered)</b>	809
<b>Erf Number</b>	1461	<b>Size (Cadastral)</b>	810
<b>Portion</b>	0	<b>Coordinates (Lat/Long)</b>	-26.158019 / 27.818160
<b>Township</b>	WITPOORTJIE EXT 2	<b>Last Sales Price (R)</b>	280000
<b>Municipality</b>	City of Johannesburg	<b>Last Sales Date</b>	2002/07/12
<b>Province</b>	Unspecified	<b>LPI Code</b>	TOIQ0496000014610000
<b>Address</b>	46 Trezona AVENUE		

## OWNER INFORMATION (1)

This section contains information about the registered owner(s).

#	Name	ID/Registration Number
1	MELETE THEBE CORNELIUS	7109185393081

## BOND INFORMATION (1)

This section displays bonds and other endorsements registered against the property.

#	Bond Number	Bond Amount (R)	Registration Date	Institution
1	B26254/2005	450000	2005/04/15	FIRSTRAND

## TRANSFER HISTORY (2)

This section displays details of the most recent transfers that took place.

Buyer	Seller	Reg Date	Purchase Date	Purchase Price (R)	Title Deed
MELETE THEBE CORNELIUS	GRAY GEORGE DAVID MOIR	2002/10/07	2002/07/12	280000	T71088/2002
GRAY GEORGE DAVID MOIR	TRANSNET LTD	1993/11/18	1993/09/18	110000	T52127/1993

## VALUATION INFORMATION

The **Estimated Value** comes from a sophisticated statistical calculation of values from various sources including the Surveyor General Office, Deeds Office (recent sales in the area), banks and estate agents. It is a GUIDE and should be used with other available information – such as known improvement or deterioration of the property/dwelling since the last date of sale.

The **Safety Score** is the percentage of probability that the **Estimated Value** is reasonable and not over-inflated. This is especially useful to a lender (i.e. bank) to make sure the amount of the bond is reasonable for the property. A score over 70% is considered "High".

The **Accuracy Score** is another statistical figure that determines the probability that the **Estimated Value** will be within 20% of the selling price. This is especially useful for buyers and sellers of a property. A score over 60% is considered "High".

<b>Expected High</b>	R 1 600 000.00	<b>Safety Score</b>	76%
<b>Estimated Value</b>	R 1 200 000.00	<b>Accuracy Score</b>	66%
<b>Expected Low</b>	R 1 030 000.00	<b>Confidence Level</b>	Medium

## MUNICIPAL VALUATION

The Municipal Valuation details are the valuation details provided by the relevant municipality and represent the market value assessed for rates purposes as at the date of valuation.

**Municipal Valuation** R 835 000.00  
**Year of Valuation** 2018  
**Zoning Usage** RESIDENTIAL

## COMPARATIVE SALES

The Comparable Sales Table shows the details of the most relevant comparable sales and the Comparable Sales Map shows where these comparable sales are in relation to the subject property.



Key	Township	Suburb	Erf	Portion	Street Address	Size (m <sup>2</sup> )	Distance (m)	Sale Date	Sales Price (R)	Reg. Date
1	WITPOORTJIE EXT 37	WITPOORTJIE	3346	0	20 Adam Tas Street	700	229.590	2020/07/21	1200000	2020/10/08
2	WITPOORTJIE EXT 2	Witpoortjie	1445	0	8 Leerdam Street	943	138.140	2020/07/06	960000	2020/10/24
3	WITPOORTJIE EXT 3	WITPOORTJIE	1546	0	16 Lichtenstein Street	815	435.120	2021/01/15	999000	Pending
4	WITPOORTJIE EXT 2	WITPOORTJIE	1455	0	9 Adam Tas Street	943	118.450	2019/12/11	1210413	2020/11/18
5	WITPOORTJIE EXT 2	WITPOORTJIE	1453	0	13 Adam Tas Street	943	153.810	2020/05/02	980000	2020/08/13
6	WITPOORTJIE EXT 3	WITPOORTJIE	1532	0	13 Lichtenstein Street	815	374.340	2020/08/24	1060000	2020/12/03
7	WITPOORTJIE EXT 13	WITPOORTJIE	2840	0	1C Oranje Street	840	420.100	2020/09/07	1050000	Pending
8	WITPOORTJIE EXT 9	WITPOORTJIE	2328	0	44 Boren Street	790	553.860	2020/10/07	1300000	2020/12/18
9	WITPOORTJIE EXT 3	WITPOORTJIE	1582	0	25 Van Alkmaar Street	780	598.090	2021/01/07	1300000	Pending
10	WITPOORTJIE EXT 2	WITPOORTJIE	1491	0	10 Hendrik Boom Street	969	231.660	2020/06/09	930000	2020/09/23
11	WITPOORTJIE EXT 5	WITPOORTJIE	2019	0	4 Jonge Thomas Street	797	324.220	2020/08/08	800000	2020/11/05
12	WITPOORTJIE EXT 5	WITPOORTJIE	2001	0	10 Drosty Street	854	322.230	2020/07/30	846000	2020/09/16
13	WITPOORTJIE EXT 12	WITPOORTJIE	2509	0	24 Proot Street	881	287.390	2020/05/29	895000	2020/08/27
14	WITPOORTJIE EXT 5	Witpoortjie	1847	0	2 Elsevier Avenue	811	616.070	2020/07/19	1200000	2020/09/25
15	WITPOORTJIE EXT 5	WITPOORTJIE	1972	0	12 Leeukop Street	888	398.540	2020/08/20	830000	Pending
16	WITPOORTJIE EXT 5	WITPOORTJIE	2272	0	3 Meurant Street	892	576.340	2020/08/10	1250000	2020/10/19
17	WITPOORTJIE EXT 2	Witpoortjie	1487	0	2 Hendrik Boom Street	843	201.070	2019/05/30	1080000	2019/11/27
18	WITPOORTJIE EXT 37	Witpoortjie	3334	0	20 Leerdam Street	700	235.090	2020/01/14	880000	2020/07/01
19	WITPOORTJIE EXT 5	WITPOORTJIE	1951	0	26 Heerengracht Street	918	564.290	2020/08/21	1110000	Pending
20	WITPOORTJIE EXT 5	WITPOORTJIE	1964	0	5 Leeukop Street	945	386.590	2020/08/04	750000	2020/11/23

'Pending' - Pending Sale

## MAP VIEWS



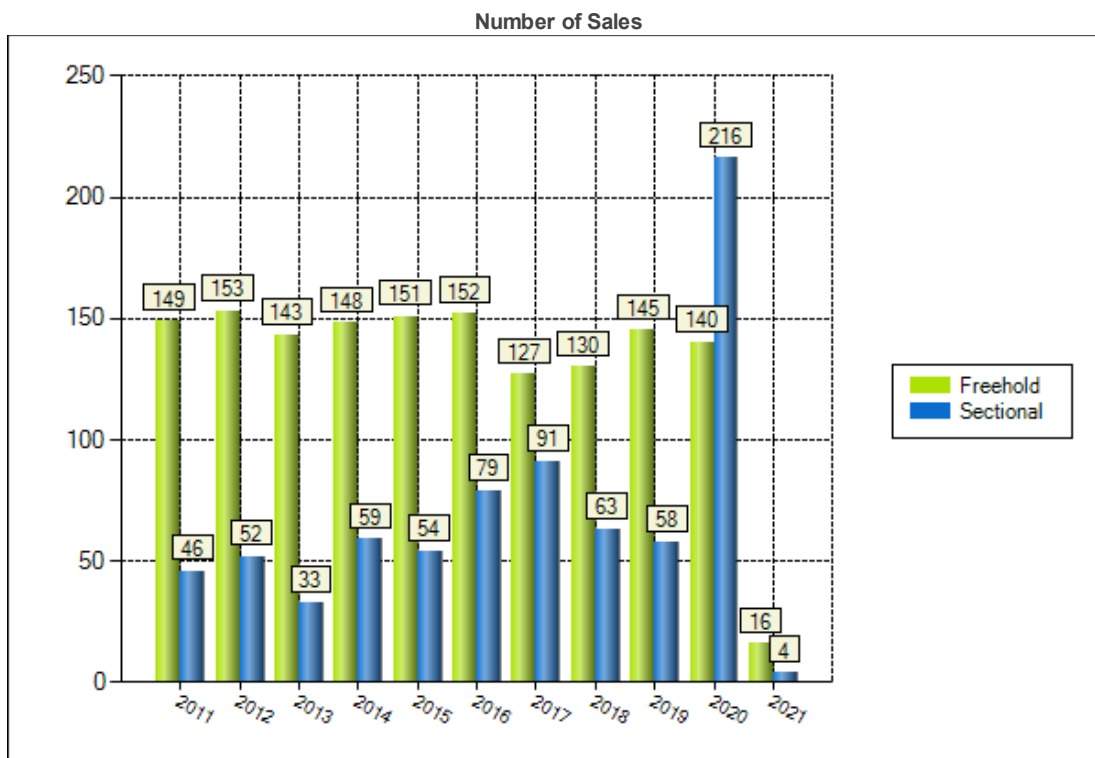
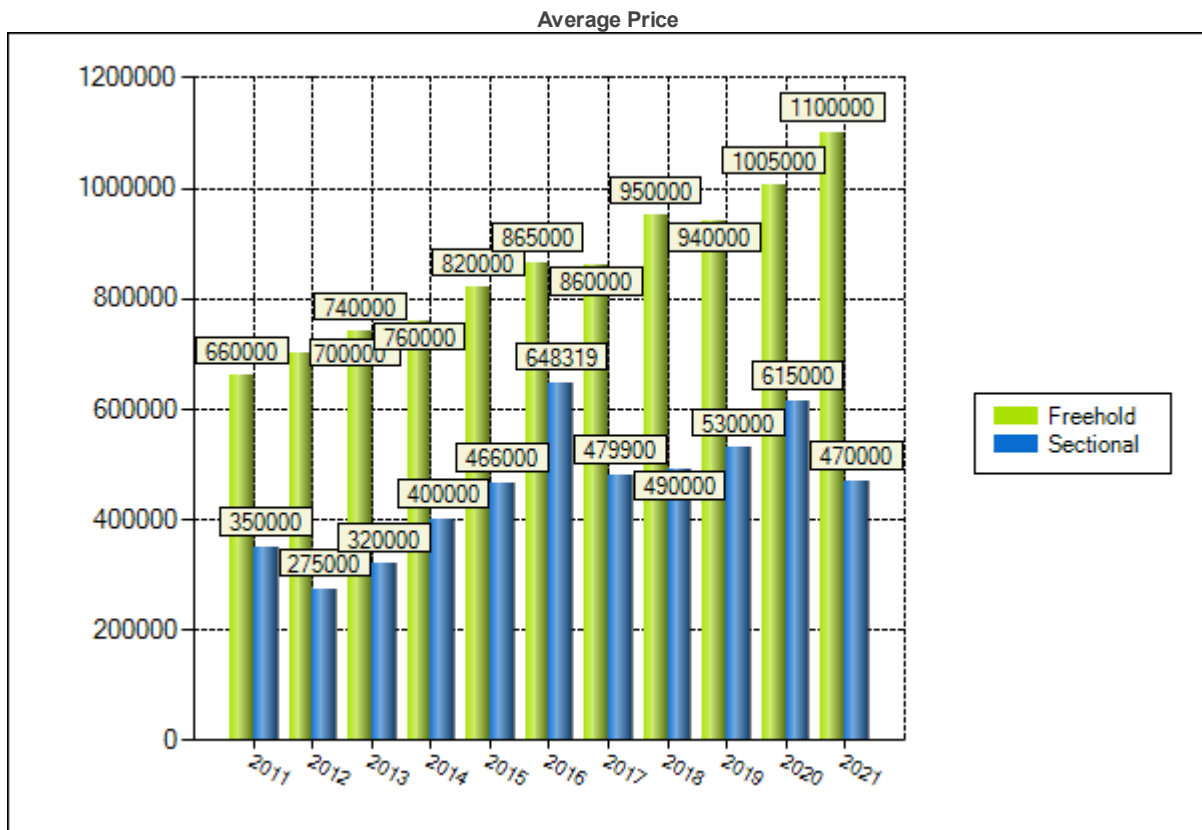
## AMENITIES

This list shows the places of interest and convenience closest to the property.

Amenity	Suburb	Distance (km)
Engen Tahero Convenience Centre	-	1.4
Chamrock Service Station	-	1.4
Vooma	-	1.6
Rapha Medical Centre	-	2.2
MediCross Roodepoort	-	4.2
Police Saps - Vehicle Safeguarding Unit - Chamdor	-	1.7
Police Saps - Kagiso	-	3.1
SAPS - Kagiso	-	3.7
Laerskool Culembeek	-	0.6
Laerskool Roodebeeck	-	1.1
Hocrskool Bastion	-	0.9
Shopping Centre	-	2.4
Village Shopping Centre	-	3.1
Georgian Centre	-	3.4
Cnc Skills Centre	-	3.0
Louis Art	-	3.9
International College of Bible and Missions	-	4.2

## SUBURB TRENDS

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



## DISCLAIMER

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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 Trustee in THE INSOLVENT ESTATE OF THEBE CORNELIUS MALETE MASTER'S REFERENCE: T.2213/18 ("the SELLER") hereby offer for sale by public auction the immovable PROPERTY known as: STAND 1461 WITPOORTJIE EXT 2 SITUATED AT: 1A PROOT STREET, WITPOORTJIE, ROODEPOORT HELD UNDER TITLE DEED NO: T71088/2002 IN EXTENT: 809 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 11:00 on Tuesday 8 June 2021 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 The SELLER reserves the right to decline the PURCHASER'S offer. The SELLER shall have no obligation to accept the offer and shall not be obliged to furnish a reason for the rejecting of an offer. If the SELLER rejects the PURCHASER'S offer, the SELLER shall be entitled to accept any other offer that may be received in respect of the PROPERTY.

**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; and



- 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 insolvent 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 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, attorneys’ 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, 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 PURCHASER shall furthermore, in addition to the PURCHASE PRICE, be responsible for the payment of Value Added Tax (VAT) should the above insolvent be a registered VAT vendor, regardless of whether he was aware of this fact on date of signature hereof by himself. The PURCHASER shall make payment of the aforesaid VAT to the SELLER upon registration of the PROPERTY in the name of the PURCHASER.
- 5.3 The PURCHASER shall furthermore, in addition to the PURCHASE PRICE, be responsible for the payment of ALL outstanding and arrear rates, taxes and levies (if applicable) on the PROPERTY. The PURCHASER shall make payment of the aforesaid to the CONVEYANCER upon request.
- 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 11% (eleven percentum) 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 5.3, 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.

**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.

**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**

Commission calculated at 4% (four per centum) of the purchase price plus VAT (if applicable), will be due and payable by the SELLER to the AUCTIONEER against registration of transfer of the PROPERTY into the name of the PURCHASER.

**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 Monday 7 June 2021 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 \_\_\_\_\_ 2021**

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 \_\_\_\_\_ 2021.  
AS WITNESSES:

1. \_\_\_\_\_  
PURCHASER  
\_\_\_\_\_  
AUCTIONEER (duly authorised)

**ACCEPTANCE AND CONFIRMATION**

Accepted by me this \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

AS WITNESSES:

1. \_\_\_\_\_  
SELLER  
2. \_\_\_\_\_  
SELLER 2

SELLERS ADDRESS

THE APPOINTED TRUSTEE IN  
THE INSOLVENT ESTATE OF  
THEBE CORNELIUS MALETE  
MASTER'S REFERENCE: T2213/18