

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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Tel: 012 804 2978
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VAL DE GRACE x10
PO Box 73724, LYNNWOODRIDGE, 0040
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Website: www.omniland.co.za

PROPERTY AUCTION

WEDNESDAY 29 SEPTEMBER 2021 AT 11:00 AT

STAND 311 CRYSTAL PARK



18 MULLIN STREET, CRYSTAL PARK, BENONI

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 OWNER:

CASH TO GO CC
431 Voortrekker Road
Brakpan

SUBJECT PROPERTY:

Stand 311 Crystal Park

PHYSICAL ADDRESS:

18 Mullin Street,
Crystal Park,
Benoni

TITLE DEED NUMBER:

T27634/2017

EXTENT:

1 071m²

LOCATION:

From the Pretoria Road/Vlei Road/Cloverdene Road intersection in Benoni take Cloverdene Road and follow in a south-easterly direction for 1,1km. Turn left in 9Th Road and follow for 2km. Turn left in Federale Street and follow for 100m. Turn left in Conway Street and follow for 150m. Turn right in Hannay Road and follow for 150m. Turn right in Mullin Street and follow for 100m where property is situated on left hand side.

CO-ORDINATES:

S26 07.912
E28 22.227

ZONING:

Residential

IMPROVEMENTS:

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

Main improvements:

- Tiled entrance.
- Tiled lounge/dining room.
- Kitchen with eye-level oven, hob and double bowl sink.
- 3x Tiled bedrooms with built-in cupboards.
- Bathroom.
- Swimming pool.
- Double automated garage with direct entry to dwelling.
- Double carport.

Security:

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

MONTHLY RATES AND TAXES:

Rates & Taxes	R131.50
Refuse	<u>214.61</u>
Total:	<u>R346.11</u>

RATES AND TAXES IN ARREARS:

As on 13 May 2021	
Account Number: 330 828 782 5	R60 775.00
Handed Over:	<u>R69 473.76</u>
Total	<u>R130 248.76</u>

OMNILAND AUCTIONEERS

19 August 2021

WinDeed Property Report

Township **CRYSTAL PARK, Erf 311/0**

REGISTERED PROPERTY DETAILS

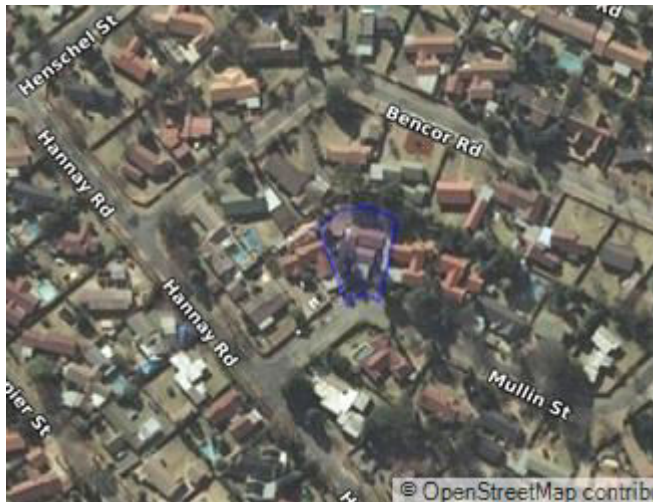
Property Type	ERF	Diagram Deed	T6996/977
Erf Number	311	Registered Size	1071.0000SQM
Portion Number	0	Municipality	CITY OF EKURHULENI METROPOLITAN MUNICIPALITY
Township	CRYSTAL PARK	Province	GAUTENG
Registration Division	IR	Coordinates (Lat/Long)	-26.131868 / 28.370446
Deeds Office	JOHANNESBURG		

OWNER DETAILS

Owner 1 of 1

Person Type	COMPANY	Title Deed	T27634/2017
Name	CASH TO GO CC	Purchase Date	2017/02/16
Registration Number	201003976223	Purchase Price (R)	300,000
Share (%)	-	Registration Date	2017/07/21

MAPS



PROPERTY INFORMATION

Address	18 MULLIN STREET, CRYSTAL PARK, BENONI
Primary Use	-
Estate	-

Room Configuration

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

General Information

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

Other Features

Garages	-	Additional Dwellings	-
Garden	-		
Pool	-		

MUNICIPAL VALUATION

Municipal Valuation R 745 000.00
Zoning Usage -

Valuation Year 2010

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	3 BENCOR ROAD CRYSTAL PARK	999	900,000	119	2020/08/14	2020/12/10
B	19 HANNAY ROAD CRYSTAL PARK	945	960,000	145	2020/03/20	2020/07/21
C	5 BENCOR ROAD CRYSTAL PARK	982	920,000	96	2019/08/01	2020/01/31
D	36 FEDERALE STREET CRYSTAL PARK	1 070	1,100,000	208	2020/11/09	2021/02/16
E	20 BENCOR ROAD CRYSTAL PARK	1 055	1,050,000	96	2019/06/16	2019/11/04
F	3 MANDY ROAD CRYSTAL PARK	907	1,310,000	220	2021/01/07	2021/04/20
G	23 AUSTRAL ROAD CRYSTAL PARK	1 057	1,175,000	222	2020/06/14	2020/11/12
H	12 MULLIN STREET CRYSTAL PARK	976	1,200,000	76	2019/05/19	2019/08/13
I	22 WATERKLOOF ROAD CRYSTAL PARK	1 001	890,000	173	2019/11/01	2020/02/04
J	21 AUSTRAL ROAD CRYSTAL PARK	1 001	1,000,000	214	2020/02/20	2020/06/25
K	3 CONWAY STREET CRYSTAL PARK	952	1,340,000	260	2021/04/24	2021/06/30
L	9 HANNAY ROAD CRYSTAL PARK	945	1,200,000	106	2019/05/08	2019/07/26
M	6 NAPIER STREET CRYSTAL PARK	945	840,000	161	2019/02/22	2019/09/04
N	96 TOTIUS ROAD CRYSTAL PARK	997	900,000	272	2020/10/19	2021/04/12
O	74 HENSCHER STREET CRYSTAL PARK	859	985,000	287	2020/12/03	2021/06/29

Sales Analysis

15 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	1,340,000	1,408	952
Average Priced Property	1,051,333	1,073	979
Lowest Priced Property	840,000	889	945

BONDS AND OTHER DOCUMENTS

No documents to display

PROPERTY HISTORY

Document Number	Amount (R)	Holder
T8869/2016	950,000	NTLOKO CLIVE
T2701/2009	930,000	MOLOBISI NONTSIKELELO PRINCESS
T2701/2009	930,000	MOLOBISI JOSAI MLOBISI
B2296/2009	804,332	NEDBANK LTD
T44150/1990	-	GOLDSMITH WILLIAM FRANCIS
I-4585/2015AT	-	-
B31980/1994	60,000	STANDARD BANK OF SOUTH AFRICA L
B53712/1990	-	-

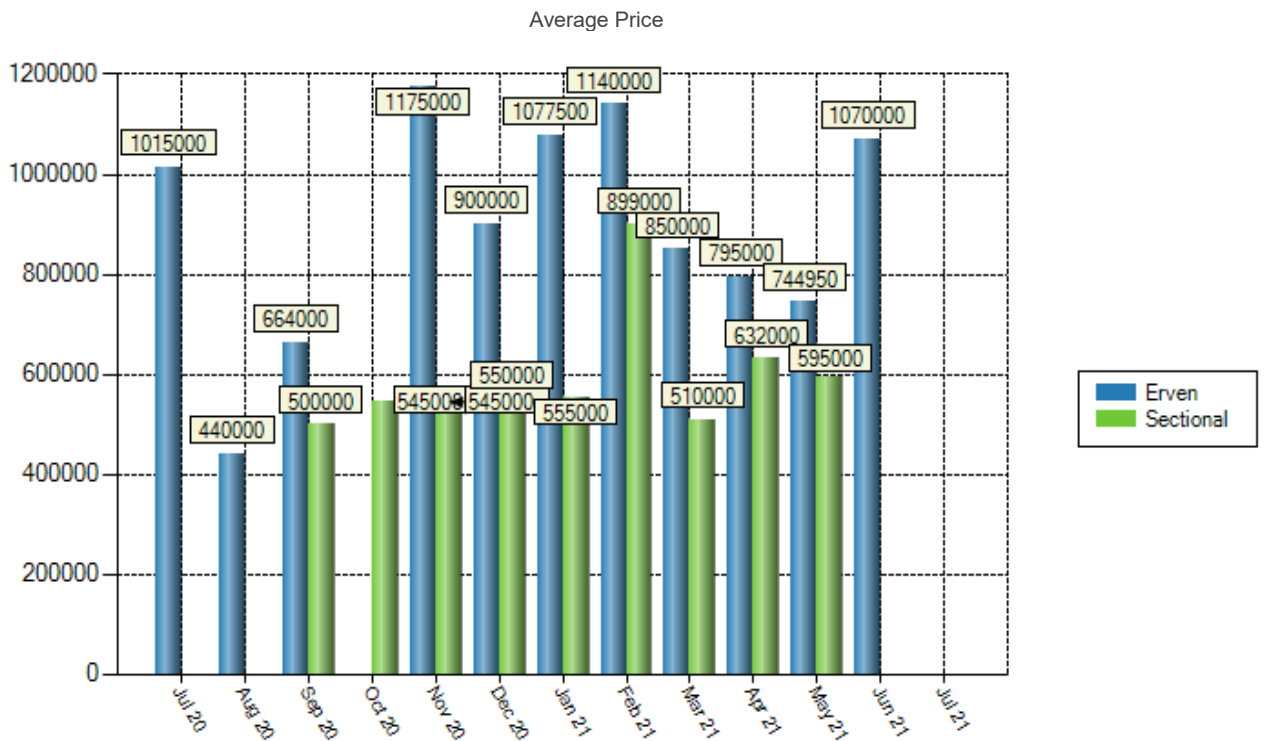
AMENITIES

Name	Type	Distance (m)
Shell	Transport and Public Services	414
Crystal Park High	Education	698
Crystal Park Primary School	Education	882
Nashville Christian College	Education	893
Ashbury Preparatory School	Education	1 368

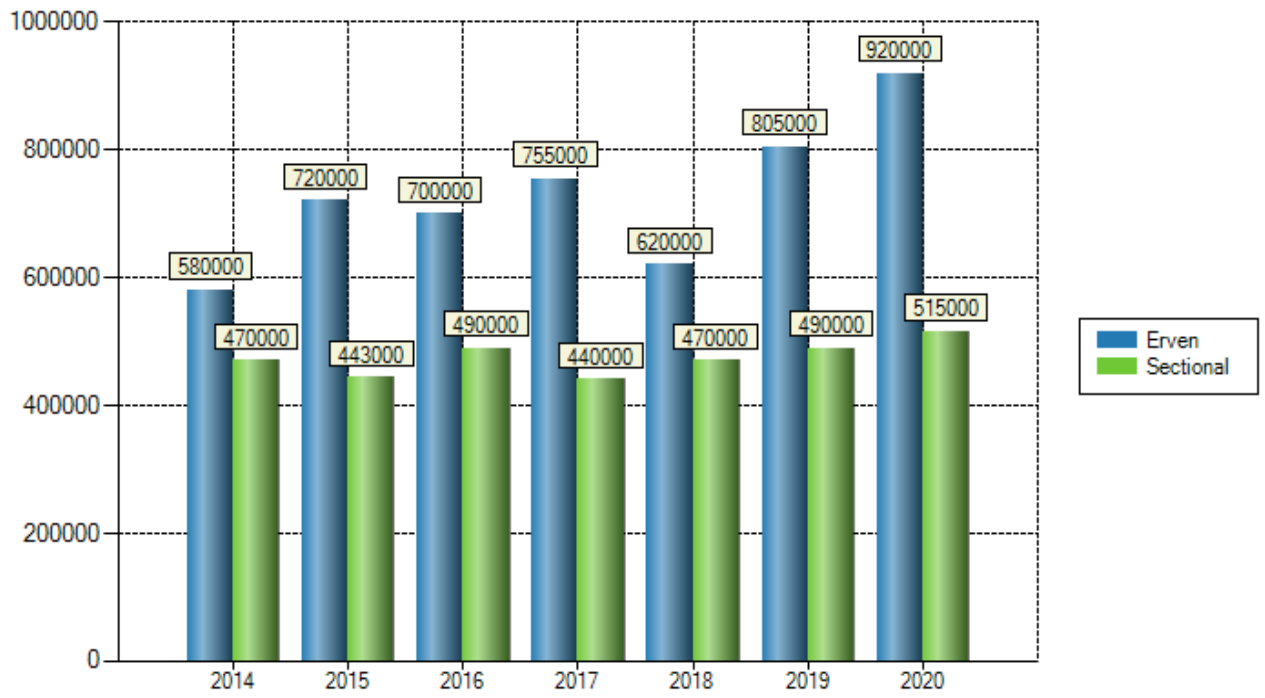
SUBURB TRENDS

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

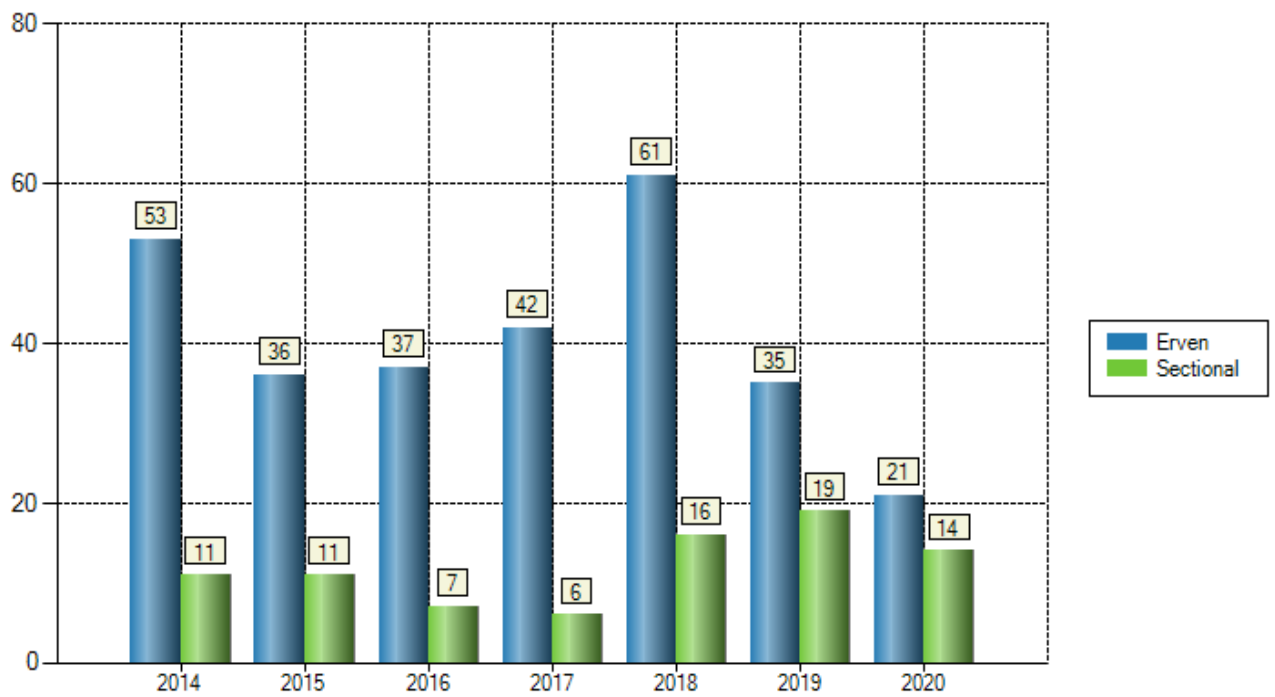
Monthly Trends



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
2014	580,000	53	470,000	11	-	-	-	-
2015	720,000	36	443,000	11	-	-	-	-
2016	700,000	37	490,000	7	-	-	-	-
2017	755,000	42	440,000	6	-	-	-	-
2018	620,000	61	470,000	16	-	-	-	-
2019	805,000	35	490,000	19	-	-	-	-
2020	920,000	21	515,000	14	-	-	-	-

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Please note that the information provided herein is third party information. Whilst every effort is expended to ensure that the information provided is true and accurate, we are not responsible for errors, omissions or any loss which an individual may experience.

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 SELLER") hereby offer for sale by public auction the immovable PROPERTY known as: STAND 311 CRYSTAL PARK SITUATED AT: 18 MULLIN STREET, CRYSTAL PARK, BENONI HELD UNDER TITLE DEED NO: T27634/2017 IN EXTENT: 1 071 SQUARE METRES ("the PROPERTY") 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 **14 (fourteen one) days** after date of the auction, till 11:00 on Wednesday 13 October 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 per centum) to the amount of R_____ of the PURCHASE PRICE to the AUCTIONEER immediately on the fall of the hammer, which the PURCHASER hereby authorises 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 SELLER. 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. 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 SELLER 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 DELIVERY OF GUARANTEES to date of registration of transfer calculated at the greater of 12% (twelve 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 DELIVERY OF GUARANTEES 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. Should any eviction orders be required to be effected the Purchaser undertakes to obtain an eviction at his own cost.

9. VOETSTOOTS

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

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

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

10. NOMINEE

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

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

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

10.3 The notice shall be accompanied by the nominee's written acknowledgement:

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 Tuesday 12 October 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

CASH TO GO CC