

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
E-mail: info@omniland.co.za

Cotton SA Building, 90 Cycad Place
Off Watermeyer Street
VAL DE GRACE x10
PO Box 73724, LYNNWOODRIDGE, 0040
Tel: 012 804 2978
Fax: 012 804 2976
Website: www.omniland.co.za

PROPERTY AUCTION

ESTATE LATE: ALLETTA RADEBE

WEDNESDAY 27 OCTOBER 2021 AT 14:00 AT

STAND 2375 EBONY PARK EXT 5



2375 PHUKGU STREET, EBONY PARK EXT 5, MIDRAND

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:

Alletta Radebe

MASTER'S REFERENCE:

6201/2015

SUBJECT PROPERTY:

Stand 2375 Ebony Park Ext 5

PHYSICAL ADDRESS:

2375 Phukgu Street,
Ebony Park,
Midrand

TITLE DEED NUMBER:

T12146/2014

EXTENT:

286m²

LOCATION:

From the Modderfontein Road (M38)/Republic Road intersection in Ebony Park take Republic Road and follow in a north-westerly direction for 1,9km. Turn left in Acacia Street and follow for 200m. Turn left in Bluegum Street and follow for 900m. Turn left in Camelia Street and follow for 550m. Turn right in Boswilg Street and follow for 200m. Turn right in Phukgu Street and follow for 150m where property is situated on left hand side.

CO-ORDINATES:

S25 59.915
E28 10.350

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:

- Lounge.
- Kitchen.
- 3x Bedrooms.
- Bathroom.
- 3x Outside rooms.



Security:

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

MONTHLY RATES AND TAXES:

Rates & Taxes

R424.70

Refuse

223.10

Total:

R647.80

OMNILAND AUCTIONEERS

4 October 2021

WinDeed Property Report

Township **EBONY PARK EXT 5**, Erf **2375/0**

REGISTERED PROPERTY DETAILS

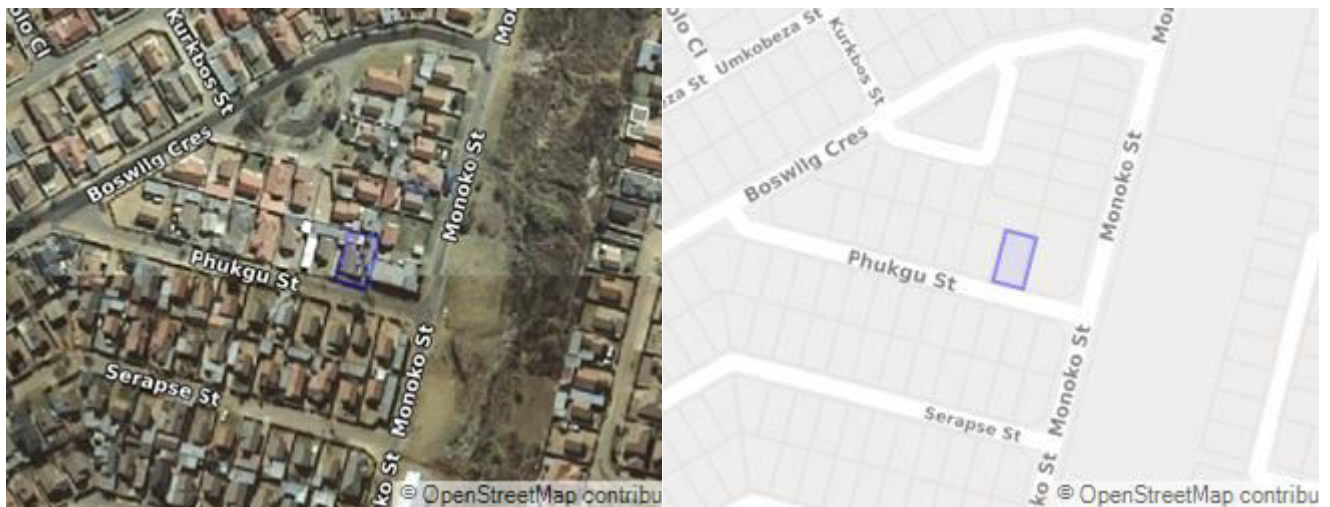
Property Type	ERF	Diagram Deed	T137074/2000
Erf Number	2375	Registered Size	286.0000SQM
Portion Number	0	Municipality	CITY OF JOHANNESBURG
Township	EBONY PARK EXT 5	Province	GAUTENG
Registration Division	IR	Coordinates (Lat/Long)	-25.998588 / 28.172507
Deeds Office	PRETORIA		

OWNER DETAILS

Owner 1 of 1

Person Type	PRIVATE PERSON	Title Deed	T12146/2014
Name	RADEBE ALLETTA	Purchase Date	2013/11/04
ID Number	7105230455081	Purchase Price (R)	325,000
Share (%)	-	Registration Date	2014/02/24

MAPS



PROPERTY INFORMATION

Address	15 PHUKGU STREET, EBONY PARK, MIDRAND
Primary Use	-
Estate	-

Room Configuration

Bedrooms	1	Reception Areas	-
Bathrooms	1	Study/Office	-
Kitchens	1		
Internal Finishes	-		

General Information

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

Other Features

Garages	-	Additional Dwellings	-
Garden	-		
Pool	-		

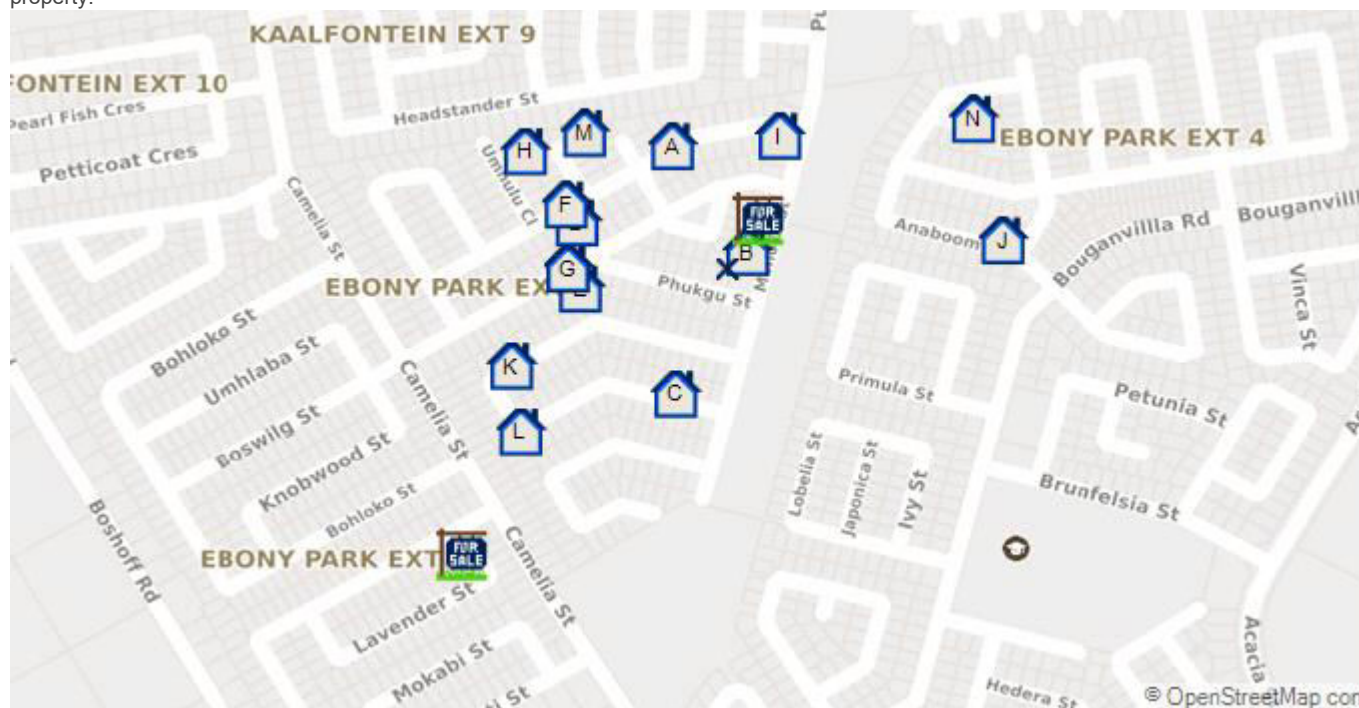
MUNICIPAL VALUATION

Municipal Valuation -
Zoning Usage -

Valuation Year -

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	38 UMKOBEZA STREET EBONY PARK	240	870,000	115	2019/03/23	2019/10/15
B	17 PHUKGU STREET EBONY PARK	781	900,000	19	2018/05/17	2019/04/15
C	92 SERAPSE STREET EBONY PARK	248	800,000	143	2019/09/11	2020/01/30
D	65 BOSWILG CRESCENT EBONY PARK	240	438,000	139	2019/05/28	2019/10/11
E	28 SERAPSE STREET EBONY PARK	248	695,000	137	2018/10/22	2019/09/26
F	22 UMKOBEZA STREET EBONY PARK	240	480,000	153	2019/05/28	2019/09/11
G	68 BOSWILG CRESCENT EBONY PARK	248	650,000	145	2018/07/09	2019/05/24
G	68 BOSWILG CRESCENT EBONY PARK	248	400,000	145	2018/07/03	2019/05/24
H	7 UMNULU CLOSE EBONY PARK	258	400,000	208	2018/08/07	2019/10/31
I	96 MONOKO STREET EBONY PARK	265	650,000	124	2018/07/25	2018/11/29
J	1998 PANSY STREET EBONY PARK	250	680,000	251	2019/05/23	2020/01/29
K	39 SERAPSE STREET EBONY PARK	258	650,000	223	2018/11/04	2019/05/14
L	66 SERAPSE STREET EBONY PARK	315	800,000	254	2019/06/13	2019/10/18
M	5 IKOLOLO CLOSE EBONY PARK	270	650,000	174	2018/01/24	2018/09/10
N	13 ANABOOM STREET EBONY PARK	255	770,000	259	2019/02/21	2019/07/05

Properties For Sale

Address / Property Description	Size (m ²)	Listing Price (R)	Distance (m)	Listed
108 MONOKO STREET EBONY PARK	-	880,000	45	2018/05/26
EBONY PARK (DETAILS WITHHELD *)	-	850,000	242	2018/06/13
KAALFONTEIN EXT 7 (DETAILS WITHHELD *)	-	680,000	330	2018/11/01
6 LAVENDER STREET EBONY PARK	-	750,000	376	2018/08/13
EBONY PARK EXT 5 (DETAILS WITHHELD *)	-	2,400,000	296	2017/09/19
EBONY PARK EXT 6 (DETAILS WITHHELD *)	-	790,000	482	2019/01/10
EBONY PARK EXT 4 (DETAILS WITHHELD *)	-	3,000,000	479	2017/11/21
EBONY PARK EXT 4 (DETAILS WITHHELD *)	-	1,250,000	533	2018/07/03
EBONY PARK (DETAILS WITHHELD *)	-	780,000	525	2018/04/21
EBONY PARK EXT 6 (DETAILS WITHHELD *)	-	780,000	531	2018/04/19
EBONY PARK (DETAILS WITHHELD *)	-	750,000	541	2018/05/29
EBONY PARK EXT 6 (DETAILS WITHHELD *)	30 000	4,500,000	581	2018/12/05
EBONY PARK EXT 6 (DETAILS WITHHELD *)	30 000	2,500,000	581	2018/12/05
EBONY PARK EXT 6 (DETAILS WITHHELD *)	-	2,500,000	584	2018/12/18
EBONY PARK EXT 6 (DETAILS WITHHELD *)	-	900,000	617	2018/10/20

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

Sales Analysis

30 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	4,500,000	150	30 000
Average Priced Property	990,176	262	3 786
Lowest Priced Property	400,000	1,550	258

BONDS AND OTHER DOCUMENTS

Document Number	Amount (R)	Holder
I-4697/2017AT	-	31811/2017
B7404/2014	260,000	STANDARD BANK OF SOUTH AFRICA LTD

PROPERTY HISTORY

Document Number	Amount (R)	Holder
T65391/2008	242,000	WIGGINS MADELEIN
T65391/2008	242,000	WIGGINS GEORGE EDWARD
B68495/2008	243,968	NEDBANK LTD
B76060/2000	114,744	OLD MUTUAL BANK LTD
T137074/2000	21,090	RADEBE ALLETTA
T66942/1999	-	SOUTH AFRICAN HOUSING TRUST LTD
T66942/1999	-	NATIONAL HOUSING FINANCE CORP LTD
I-14980/2010I	100,032,899	-

AMENITIES

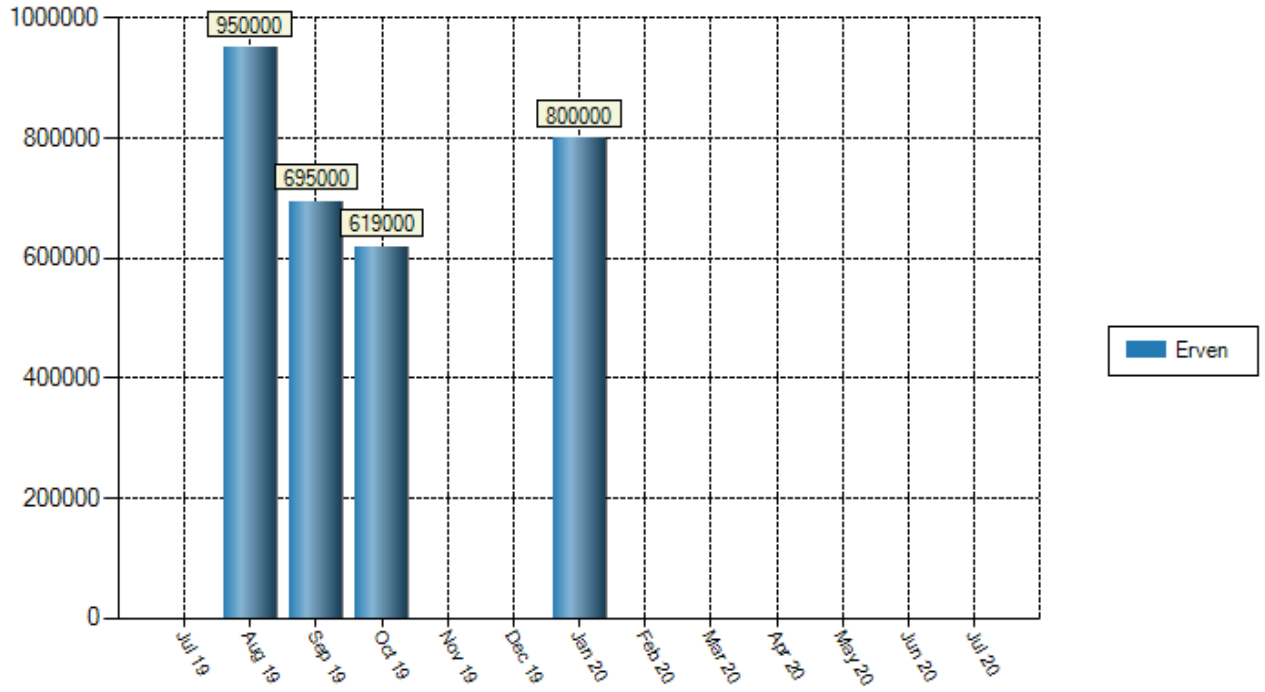
Name	Type	Distance (m)
Ebony Park Primary	Education	374
Tsosoloso Ya Africa Secondary School	Education	926
Kaalfontein Primary School	Education	1 050
Ivory Park Primary School	Education	1 194
Khayalami Independent Primary School	Education	1 269
Space Age Independent School	Education	1 309
Eqinisweni Secondary School	Education	1 438
Ponelopele Oracle Ss School	Education	1 540
Kaalfontein Secondary School	Education	1 540
Drake Koka	Education	1 690
Springfield Preparatory School	Education	1 948

SUBURB TRENDS

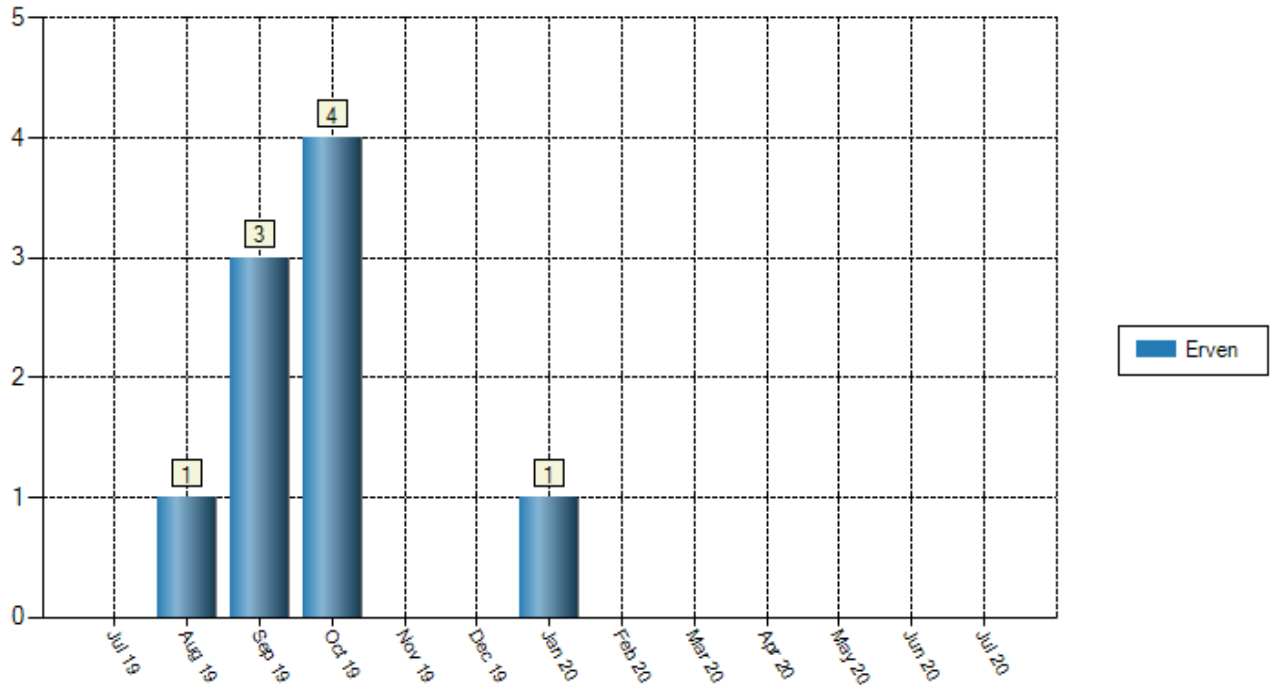
The Suburb Trend graphs show the average price and total volume of sales in the suburb.

Monthly Trends

Average Price

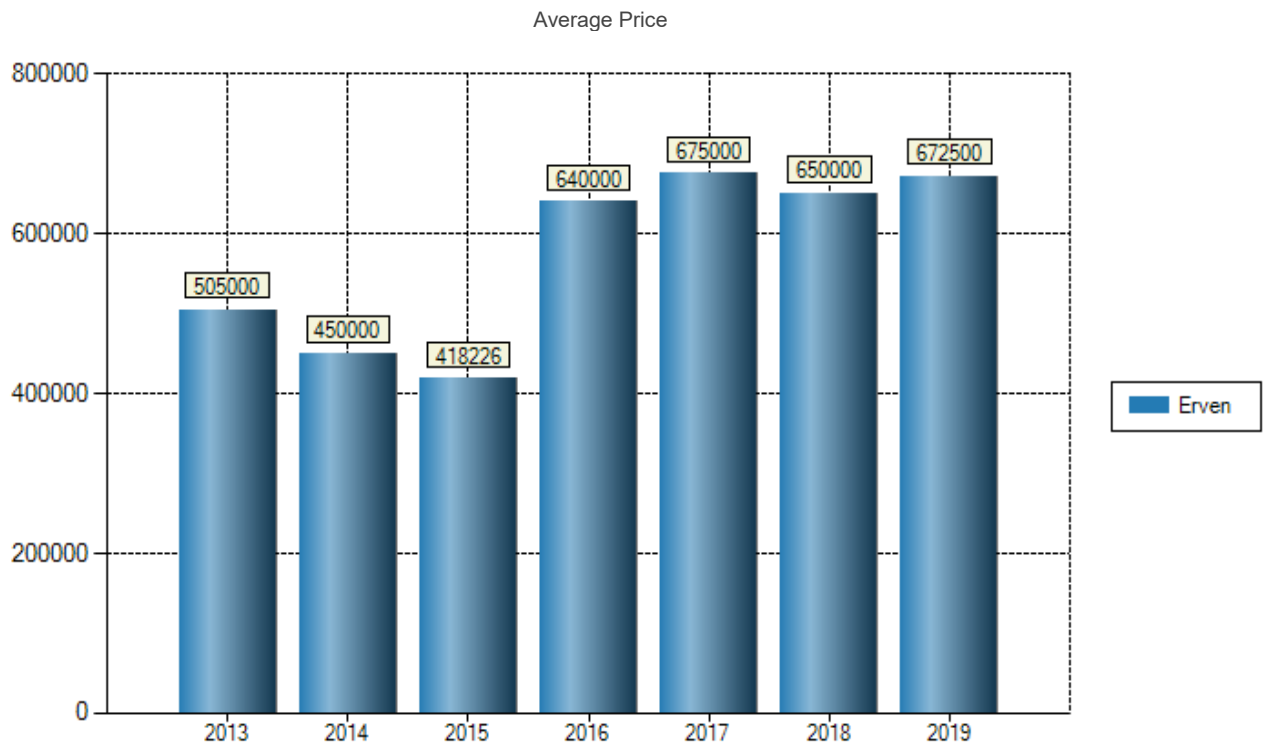


Number of Sales

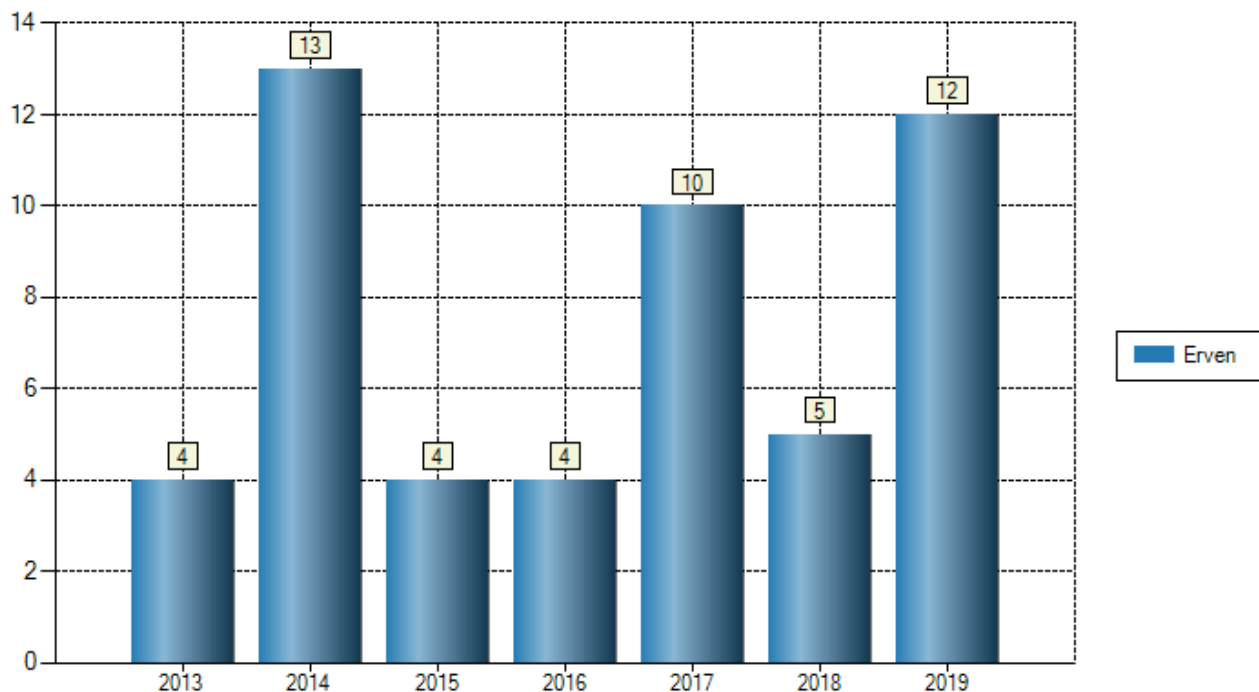


	Average Erf Price (R)	Total Erf Sales	Average SS Price (R)	Total SS Sales	Average Farm Price (R)	Total Farm Sales	Average AH Price (R)	Total AH Sales
Jul 19	-	-	-	-	-	-	-	-
Aug 19	950,000	1	-	-	-	-	-	-
Sep 19	695,000	3	-	-	-	-	-	-
Oct 19	619,000	4	-	-	-	-	-	-
Nov 19	-	-	-	-	-	-	-	-
Dec 19	-	-	-	-	-	-	-	-
Jan 20	800,000	1	-	-	-	-	-	-
Feb 20	-	-	-	-	-	-	-	-
Mar 20	-	-	-	-	-	-	-	-
Apr 20	-	-	-	-	-	-	-	-
May 20	-	-	-	-	-	-	-	-
Jun 20	-	-	-	-	-	-	-	-
Jul 20	-	-	-	-	-	-	-	-

Annual Trends



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
2013	505,000	4	-	-	-	-	-	-
2014	450,000	13	-	-	-	-	-	-
2015	418,226	4	-	-	-	-	-	-
2016	640,000	4	-	-	-	-	-	-
2017	675,000	10	-	-	-	-	-	-
2018	650,000	5	-	-	-	-	-	-
2019	672,500	12	-	-	-	-	-	-

This report contains information gathered from the **WinDeed database** and we do not make any representations about the accuracy of the data displayed nor do we accept responsibility for inaccurate data. WinDeed will not be liable for any damage caused by reliance on this report and for legal purposes encourage validation on ownership details with the Deeds Office. This report is subject to the terms and conditions of the [WinDeed End User Licence Agreement \(EULA\)](#).

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 appointed Executor in THE ESTATE OF THE LATE ALLETTA RADEBE MASTER'S REFERENCE: 6201/2015 ("the SELLER") hereby offer for sale by public auction the immovable PROPERTY known as: STAND 2375, EBONY PARK, EXT 5 SITUATED AT: 2375 PHUKGU STREET, EBONY PARK, MIDRAND HELD UNDER TITLE DEED NO: T12146/2014 IN EXTENT: 286 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 Wednesday 17 November 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 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 VEZI DE BEER INC, as 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 Tuesday 16 November 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 EXECUTOR IN
THE ESTATE OF THE LATE
ALLETTA RADEBE
MASTER'S REFERENCE: 6201/2015