

OMNILAND

AFSLAERS / AUCTIONEERS

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PROPERTY AUCTION

ESTATE LATE: JAMAL ABDUL NASIR

TUESDAY 28 FEBRUARY 2023 AT 11:00 AT

PAROW GOLF CLUB, FRANS CONRADIE DRIVE, PAROW



STAND 1085 WETTON

3 AINTREE STREET, TURF HALL ESTATE,
WETTON, SOUTHERN SUBURBS

PROPERTY REPORT

REGISTERED OWNERS:

1. Jamal Abdul Nasir
2. Labiebah Nasir

MASTER'S REFERENCE:

20436/2014

SUBJECT PROPERTY:

Stand 1085 Wetton

PHYSICAL ADDRESS:

3 Aintree Street,
Turf Hall Estate,
Wetton,
Southern Suburbs.

TITLE DEED NUMBER:

T88999/2004

EXTENT:

478m²

LOCATION:

From Vanguard Drive turn left into Lansdown Road and follow for 3km. At the traffic circle take the 1st exit into Old Strandfontein Road and follow for 1,1km. Turn left into Epsom Road and follow for 110m. Turn right into Aintree Road and follow for 40m where the property is situated on right hand side.

CO-ORDINATES:

S34 00.514
E18 31.250

ZONING:

Residential

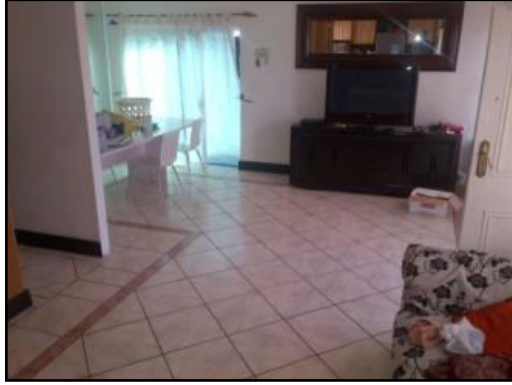
IMPROVEMENTS:

The property is improved with a plastered brick dwelling under a pitched tiled roof.

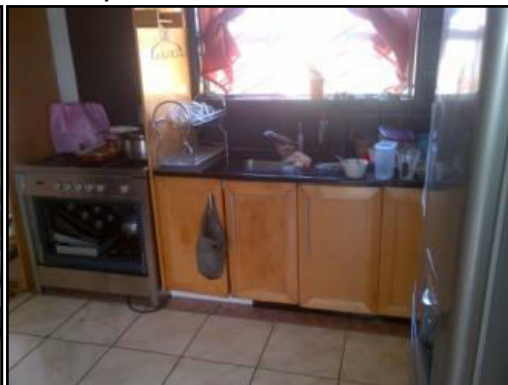


Main improvements:

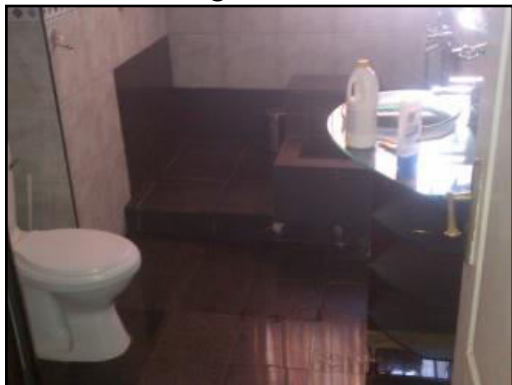
Tiled lounge with open plan access to kitchen.



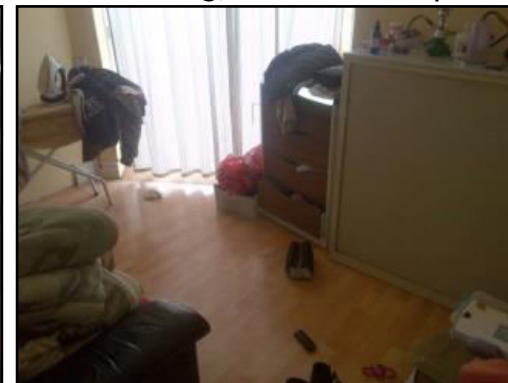
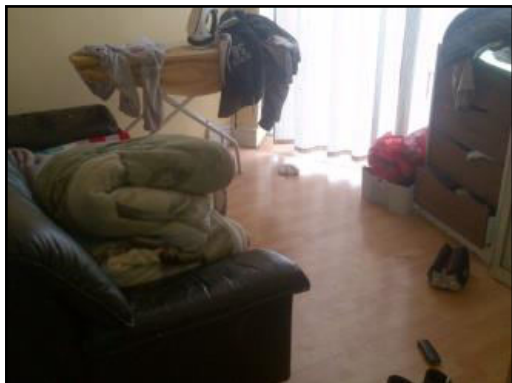
Tiled kitchen with matching wall tiles. Black granite tops fitted on light oak build in cupboards. Double sink fitted in granite tops.



Tiled bathroom with matching wall tiles fitted with a bath, shower, basin and toilet. All with black granite finish.



First Bedroom fitted with laminated wood flooring, no build in cupboards.



Second bedroom fitted with laminated wood flooring, no build in cupboards.



Master bedroom fitted with laminated wood flooring and ample light oak build in cupboards.

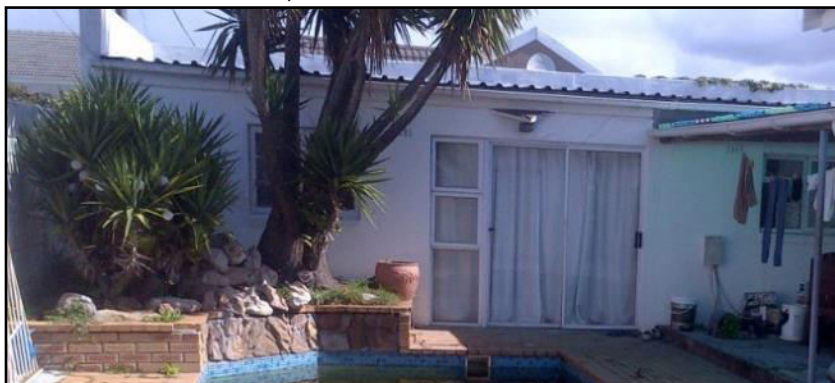


En suite bathroom with tiled floors and matching wall tiles fitted with a bath, shower, basin and toilet.

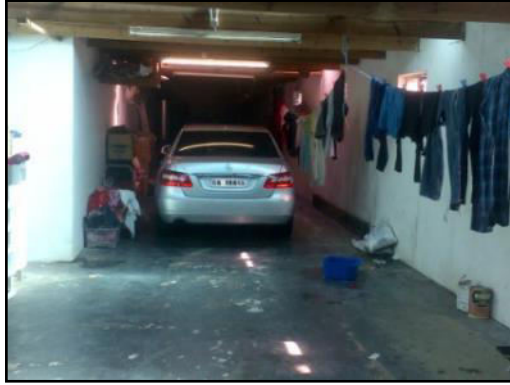


Out buildings:

Flat with Three bedrooms and an open plan area with a kitchen and a bathroom fitted with a shower, basin and toilet.



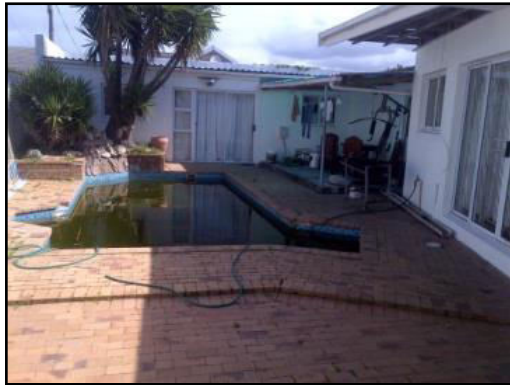
Double garage extended to the back into a tandem garage.



Garden layout:

The garden is well kept.

The pool area is accessible through the kitchen and the main bedroom. This area is paved with paving bricks and is totally enclosed.



Security:

The property is walled on all four sides with access in the front through sliding gates and a pedestrian gate. Windows are fitted with security bars and doors are fitted with security gates.

MONTHLY RATES AND TAXES:

Rates & Taxes	R836.19
Refuse	<u>149.13</u>
Total:	<u>R985.32</u>

OMNILAND AUCTIONEERS

9 January 2023

WinDeed Property Report

windeed

information is our business

Township WETTON, Erf 1085/0

REGISTERED PROPERTY DETAILS

Property Type	ERF	Diagram Deed	T38507/1992
Erf Number	1085	Registered Size	478.0000SQM
Portion Number	0	Municipality	-
Township	WETTON	Province	WESTERN CAPE
Registration Division	-	Coordinates (Lat/Long)	-34.008466 / 18.520566
Deeds Office	CAPE TOWN		

OWNER DETAILS

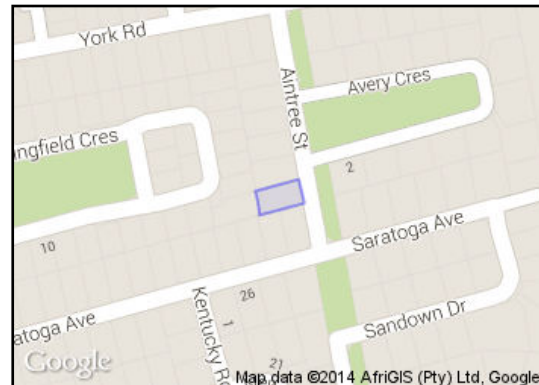
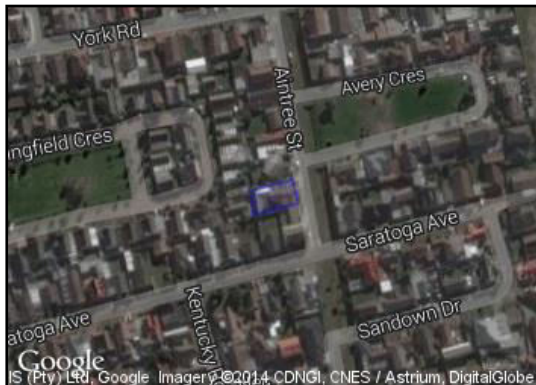
Owner 1 of 2

Person Type	PRIVATE PERSON	Title Deed	T88999/2004
Name	NASIR JAMAL ABDUL	Purchase Date	2004/05/19
ID Number	7309206172189	Purchase Price (R)	450,000
Share (%)	100	Registration Date	2004/09/13

Owner 2 of 2

Person Type	PRIVATE PERSON	Title Deed	T88999/2004
Name	NASIR LABIEBAH	Purchase Date	2004/05/19
ID Number	7912190223080	Purchase Price (R)	450,000
Share (%)	100	Registration Date	2004/09/13

MAPS



PROPERTY INFORMATION

Address	3 AINTREE STREET, TURF HALL ESTATE, SOUTHERN SUBURBS
Primary Use	-
Estate	-

Room Configuration

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

General Information

Door Number	-	Roof Type	TILES
Floor Size (m ²)	76	Wall Type	PLASTER
Storeys	1	Construction Year	1993

Other Features

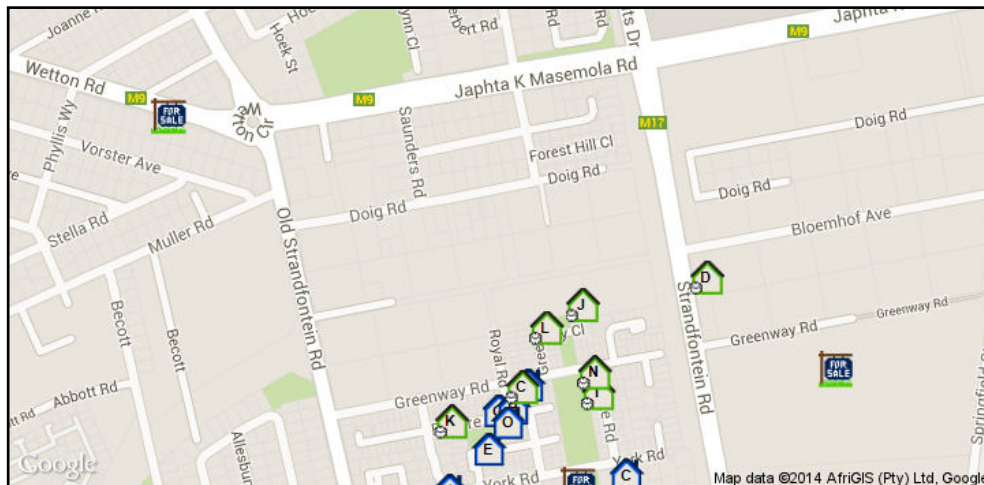
Garages	-	Additional Dwellings	-
Garden	-		
Pool	-		

MUNICIPAL VALUATION

Municipal Valuation	R 730 000.00	Valuation Year	2012
Zoning Usage	-		

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	54 LINGFIELD CRESCENT OTTERY	372	995,000	156	2014/02/05	2014/03/20
B	16 LINGFIELD CRESCENT TURF HALL ESTATE	375	681,400	123	2013/04/05	2013/07/23
C	18 AVERY CRESCENT OTTERY	506	1,295,000	109	2013/09/16	2014/03/25
D	30 LINGFIELD CRESCENT TURF HALL ESTATE	311	820,000	25	2013/03/20	2013/09/26
E	6 ROYSTON CLOSE OTTERY	189	750,000	192	2012/12/02	2013/03/12
F	48 EMPIRE ROAD TURF HALL ESTATE	192	660,000	218	2014/02/14	2014/07/09
G	44 EMPIRE ROAD TURF HALL ESTATE	192	620,000	225	2013/03/01	2013/06/03
H	48 EMPIRE ROAD TURF HALL ESTATE	192	450,000	218	2014/02/14	2014/07/09
I	53 EMPIRE ROAD TURF HALL ESTATE	169	185,000	239	2013/09/09	2013/11/11
J	16 YORK ROAD TURF HALL ESTATE	450	1,190,000	209	2013/07/23	2013/10/14
K	7 DEWHURST STREET TURF HALL ESTATE	298	920,000	202	2013/09/08	2013/11/29
L	12 SARATOGA AVENUE TURF HALL ESTATE	490	650,000	188	2013/06/11	2013/09/18
M	12 LINGFIELD CRESCENT TURF HALL ESTATE	375	830,000	153	2013/02/12	2013/06/24
N	57 SANDOWN DRIVE OTTERY	488	700,000	152	2012/08/24	2012/12/03
O	6 PRINCESS ROAD OTTERY	192	675,000	204	2013/06/27	2013/11/07

Sales Pending Registration

	Address / Property Description	Size (m ²)	Sales Price (R)	Distance (m)
A	45 SANDOWN DRIVE OTTERY	450	900,000	220
B	21 SANDOWN DRIVE TURF HALL ESTATE	503	990,000	324
C	51 EMPIRE ROAD TURF HALL ESTATE	169	687,000	241
D	LANSDOWNE ROAD WETTON	4 463	4,500,000	414
E	66 OLD STRANDFONTEIN ROAD WETTON	442	900,000	345
F	1 THEAL ROAD WETTON	356	-	452
G	19 LEICESTER DRIVE TURF HALL ESTATE	451	250,000	299
H	10 ARLINGTON ROAD WETTON	430	-	457
I	15 DUKE ROAD TURF HALL ESTATE	175	320,000	215
J	23 GREENWAY CLOSE TURF HALL ESTATE	180	600,000	343
K	30 EMPIRE ROAD TURF HALL ESTATE	196	590,000	262

L	6 GREENWAY CLOSE TURF HALL ESTATE	159	-	311
M	25 LEICESTER CRESCENT OTTERY	478	-	324
N	21 DUKE ROAD TURF HALL ESTATE	175	-	244
O	10 SHAFTESBURY ROAD WETTON	433	870,000	458

Properties For Sale					
Address / Property Description	Size (m ²)	Listing Price (R)	Distance (m)	Listed	Property24 Listing
13 AINTREE STREET TURF HALL ESTATE	458	1,899,000	83	2014/02/10	101592815
SANDOWN DRIVE TURF HALL ESTATE	-	-	151	2014/08/19	102067017
OTTERY (DETAILS WITHHELD *)	426	1,200,000	436	2014/06/25	101912303
OTTERY (DETAILS WITHHELD *)	425	1,270,000	436	2014/06/23	101906155
LANSDOWNE ROAD WETTON	80 000	14,000,000	455	2013/05/23	101049956
OTTERY (DETAILS WITHHELD *)	-	1,890,000	346	2014/05/19	101817675
WETTON (DETAILS WITHHELD *)	575	1,799,000	1 325	2014/05/15	101808231
OTTERY (DETAILS WITHHELD *)	241	780,000	942	2014/07/24	101990304
OTTERY (DETAILS WITHHELD *)	260	1,180,000	1 133	2014/08/05	102024453
WETTON (DETAILS WITHHELD *)	575	1,300,000	1 308	2014/08/14	102053798
5 POLEMAN STREET TURF HALL	495	1,995,000	1 351	2014/08/05	102023734
OTTERY (DETAILS WITHHELD *)	3 197	2,995,000	1 015	2014/04/30	101775974
WETTON (DETAILS WITHHELD *)	520	1,690,000	953	2014/08/14	102054801
208 WETTON ROAD WETTON	-	-	863	2014/08/05	102023819
OTTERY (DETAILS WITHHELD *)	-	329,000	864	2012/12/19	100730941

* 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	14,000,000	175	80 000
Average Priced Property	1,448,233	524	2 762
Lowest Priced Property	185,000	1,095	169

BONDS AND OTHER DOCUMENTS

Document Number	Amount (R)	Holder
B66616/2006	800,000	A B S A BANK LTD

PROPERTY HISTORY

Document Number	Amount (R)	Holder
B72910/2004	450,000	-
T54500/1996	164,000	-
T54500/1996	164,000	BOOLEY SHAMIEL
T54895/1991	-	KEMPARKTO PTY LTD
B49181/1996	155,000	STANDARD BANK
T38507/1992	39,000	-
T38507/1992	39,000	PHILLIPS ADAM

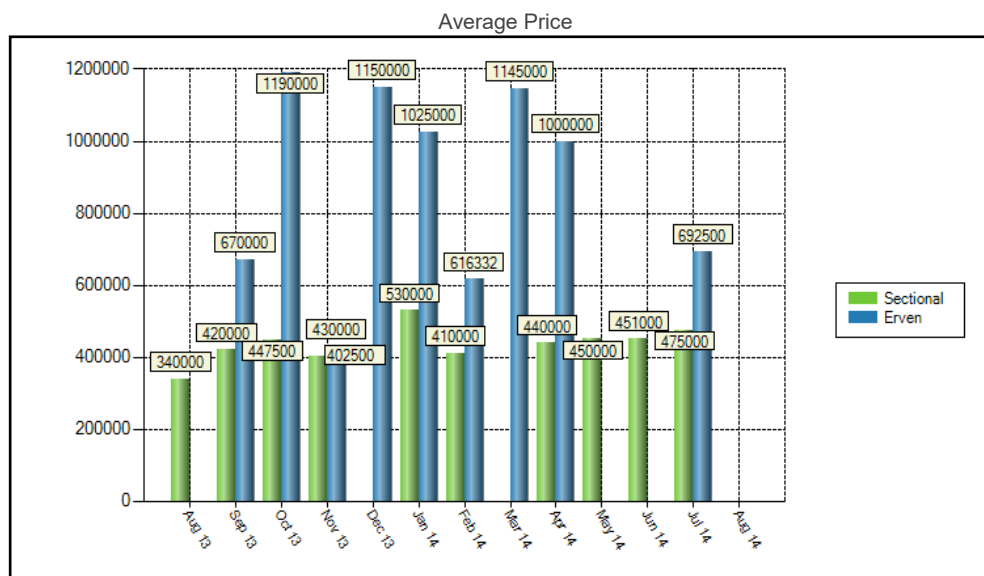
AMENITIES

Name	Type	Distance (m)
The Oracle Academy	Education	335
Christel House South Africa	Education	589
Ottery Fire Station	Transport and Public Services	878
Fellowship Bible Church Christian School	Education	990
Belmor Primary	Education	1 061
Groenvlei Secondary	Education	1 072
Summit Primary	Education	1 292
York Road Primary	Education	1 302
Ferndale Primary	Education	1 405
Portia Primary	Education	1 419
Junior College	Education	1 542
Battswood Oefen Ngk Primary	Education	1 696
Athwood Primary	Education	1 741
Ottery Hillstar Traffic Police	Transport and Public Services	1 922
Wetton	Transport and Public Services	1 927
Blomvlei Primary	Education	1 963
Morgenson Primary	Education	2 021
Mount View Secondary	Education	2 097
Voorspoed Primary	Education	2 110
Lotus Sekondere	Education	2 235
Sunlands Primary	Education	2 285
Crystal Sekondere	Education	2 311
Ottery	Transport and Public Services	2 400
Dietrich Mor Primary	Education	2 500
Parkfields Primary	Education	2 554
Kenwyn Primary	Education	2 558
Stephenweg Primary	Education	2 591
Belthorn Primary	Education	2 669
Lansdowne	Transport and Public Services	2 780
Turfhall Primary	Education	2 780

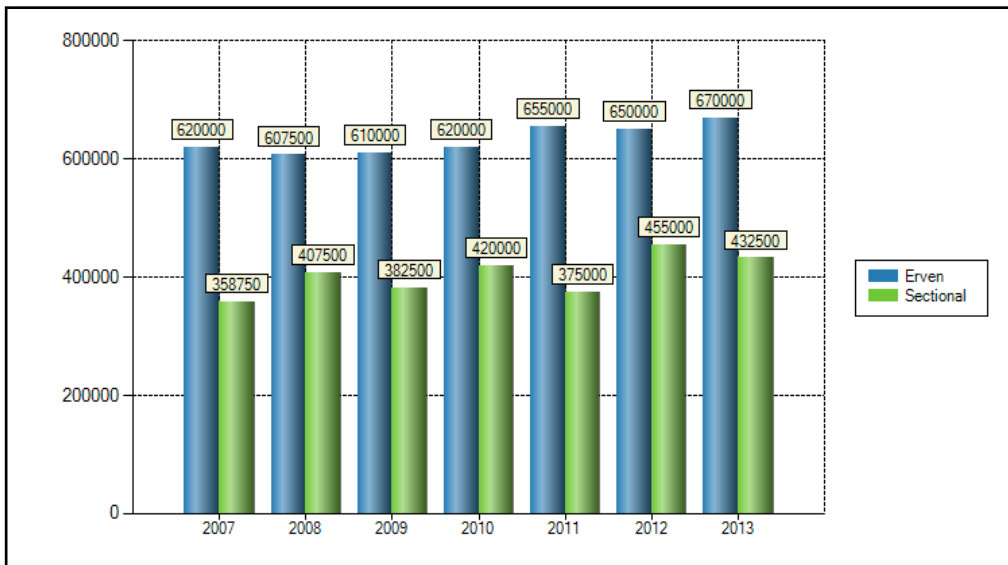
SUBURB TRENDS

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

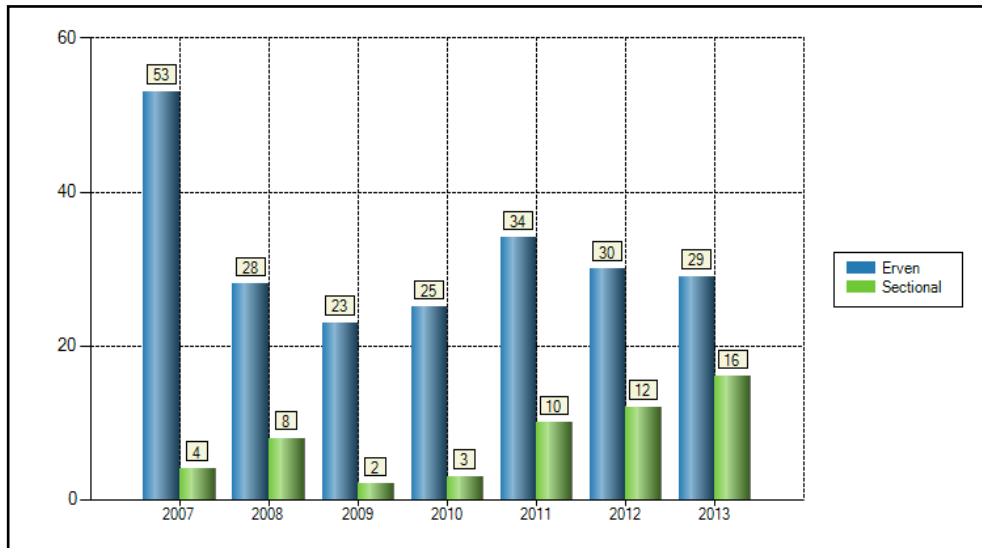
Monthly Trends



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
2007	620,000	53	358,750	4	-	-	-	-
2008	607,500	28	407,500	8	-	-	-	-
2009	610,000	23	382,500	2	-	-	-	-
2010	620,000	25	420,000	3	-	-	-	-
2011	655,000	34	375,000	10	-	-	-	-
2012	650,000	30	455,000	12	-	-	-	-
2013	670,000	29	432,500	16	-	-	-	-

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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 JAMAL ABDUL NASIR MASTER'S REFERENCE: 20436/2014 ("the SELLER") hereby offer for sale by public auction the immovable PROPERTY known as: STAND 1085 WETTON SITUATED AT: 3 AINTREE STREET, TURF HALL ESTATE, WETTON, SOUTHERN SUBURBS HELD UNDER TITLE DEED NO: T88999/2004 IN EXTENT: 478 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 21 March 2023 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 arrears 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 Monday 20 March 2023 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 _____ 2023

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 _____ 2023.

AS WITNESSES:

1. _____

PURCHASER

AUCTIONEER (duly authorised)

ACCEPTANCE AND CONFIRMATION

Accepted by me this _____ DAY OF _____ 2023.

AS WITNESSES:

1. _____

SELLER

2. _____

SELLER 2

SELLERS ADDRESS

THE APPOINTED EXECUTOR IN

THE ESTATE OF THE LATE

JAMAL ABDUL NASIR

MASTER'S REFERENCE: 20436/2014