



ASSET AUCTIONS

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PROPERTY INFORMATION PACK



LIVE WEBCAST AUCTION

Thursday 8 February 2024 at 11h00 onsite

online.asetauctions.co.za

VIEWING

By appointment with the Auctioneer

PROPERTY ADDRESS

77 Buxton Drive, Stilfontein, North-West

CONTACT

Pieter Rushmer | 083 710 7005 | pieter@asetauctions.co.za

REGISTRATION DEPOSIT

R10,000.00 (Refundable Deposit by way of EFT)

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PROPERTY INFORMATION

Registered Address	Erf 491 Stilfontein Ext 1, City of Matlosana, North-West Province
Title Deed No.	T47640/2010
Registered Owners	Henning Hermanus De Jongh and Sheryl De Jongh
Extent of Erf *	818 SQM
Monthly Property Rates *	± R453.00 / Month
Water & Electricity	Charged per consumption.
Note Measurements are taken from on-site inspections and should be used as guidelines only.	

PROPERTY DESCRIPTION

The property is zoned for residential use.

Single storey home comprising of:

- ◆ Lounge
- ◆ Kitchen incomplete
- ◆ 3 Bedrooms
- ◆ 1 Bathroom
- ◆ Guest toilet
- ◆ Pantry
- ◆ Laundry area
- ◆ Enclosed area between house and garage
- ◆ Domestic room
- ◆ Single bedroom flat with bathroom
- ◆ Enclosed carport

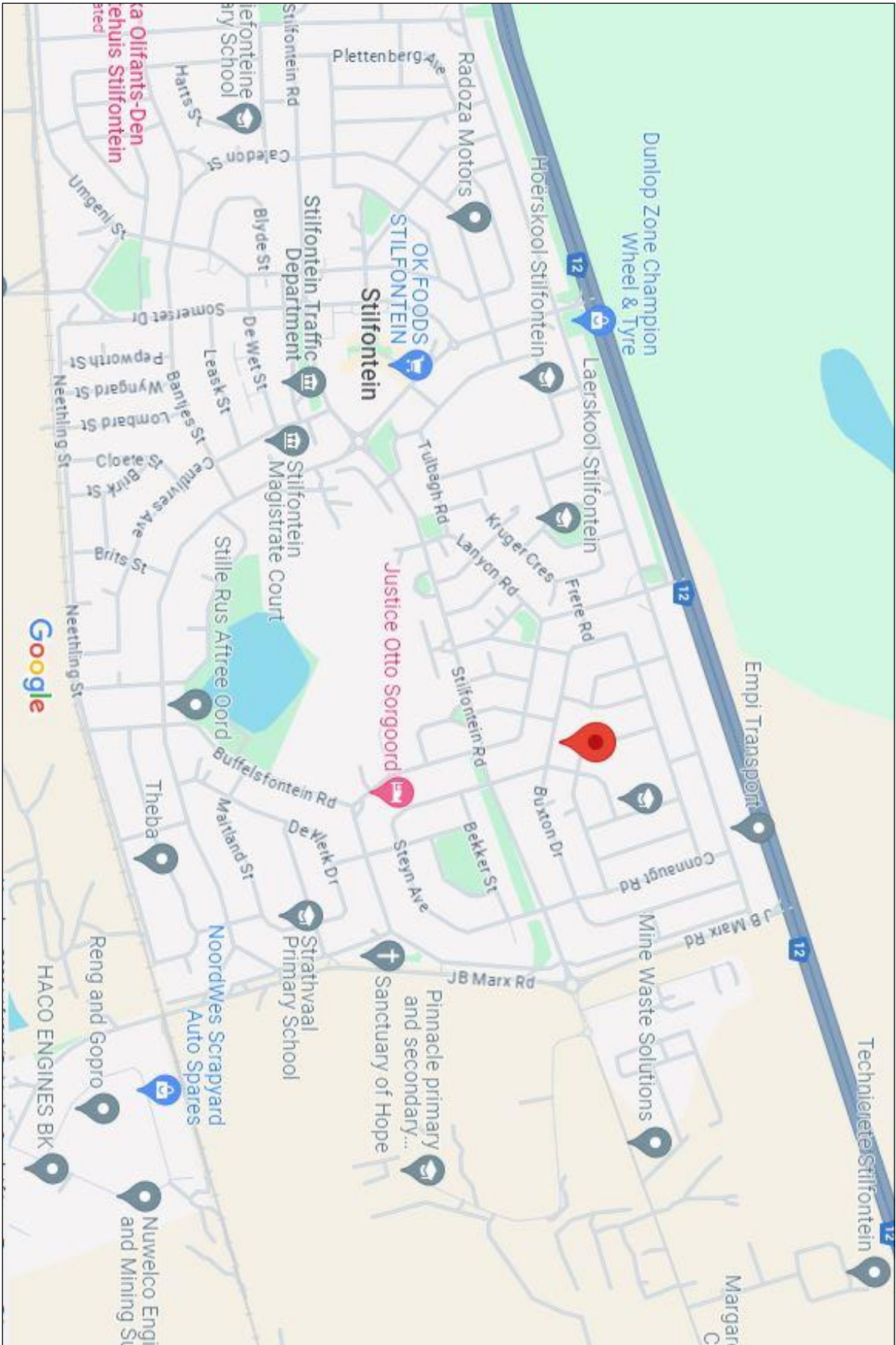
The property requires some repairs and maintenance.

Although every effort is taken to ensure the accuracy of property descriptions, Asset Auctions (Pty) Ltd cannot be held liable for any error or inaccuracy which may arise.

PROPERTY GALLERY



AREA MAP



AUCTION TERMS

- ◆ R10,000.00 Refundable Deposit on Registration by way of EFT
- ◆ ID Document and proof of residence required for FICA
- ◆ EFT Payments, our trust account banking details:

ASSET AUCTIONS (PTY) LTD

Trust Account

Nedbank—Northmead

Account No: 191 034 4508

Branch Code: 198 765

- ◆ Reference to be used: Company name or buyers number
- ◆ Conditions of Sale attached



18 Mopedi Street
Sebenza
Edenvale
1613
P.O. Box 693
Isando
1600

TEL: (011) 452-4191
FAX: (011) 452-0476 / 086 696 6612
EMAIL: info@assetauctions.co.za

CONDITIONS AND DEED OF SALE

IN TERMS OF WHICH

**ASSET AUCTIONS (PTY) LTD
COMPANY REGISTRATION NO: 2008/007623/07
OF
18 MOPEDI ROAD, SEBENZA EDENVALE**

ACTING FOR AND ON BEHALF OF:

**MARITZ, CHRISTIAAN JACOBUS AND POOLE, ANGELENE
C/O BDO BUSINESS RESTRUCTURING (PTY) LTD**

IN THEIR CAPACITY AS JOINT TRUSTEES

IN RESPECT OF

HENNING HERMANUS DE JONGH AND SHERYL DE JONGH (INSOLVENT ESTATE)

MASTER REFERENCE NUMBER:M000100/2022

**WILL SELL BY PUBLIC AUCTION CERTAIN IMMOVABLE PROPERTY BEING: ERF 491
STILFONTEIN EXT 1, CITY OF MATLOSANA, NORTH-WEST PROVINCE SITUATED AT 77
BUXTON DRIVE, STILFONTEIN.**

MEASURING APPROXIMATELY 818 SQM

HELD BY VIRTUE OF TITLE DEED

T47640/2010

TO THE PURCHASER HEREIN

By means of the following conditions:

1. **PURCHASE PRICE**

The purchase price amounts to R..... (.....
.....) Exclusive of VAT (if applicable)

Payment of the purchase price shall be made as follows:

- i) A deposit of **10% (Ten percent)** to the agent/auctioneer on the signing of these Conditions and Deed of Sale by the **PURCHASER**;
The deposit amounts to R..... (.....
.....) The deposit is to be paid by EFT within 24 (twenty four) hours on the fall of the hammer.
- ii) 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**.
- iii) The balance by way of cash or acceptable bank guarantee within **30 (thirty) days of confirmation of the sale by the SELLER**;
- iv) The **PURCHASER** consents to the **SELLER** utilising the deposit to pay the outstanding levies, rates and taxes and any other expenses relating to the transfer of the property. This agreement will be *null and void* if the deposit is not paid as prescribed.

2. **VOETSTOETS**

2.1 The property is sold "voetstoets" as it now stands and the **SELLER** shall not be liable for any latent or patent defects therein. The **SELLER** shall not be liable to indicate existing boundaries or beacons. The **SELLER** renounces all claims to any excess and will not be answerable for any deficiency in the declared extent thereof.

2.2 The **PURCHASER** acknowledges the condition of the property and accepts the property in the condition it is in. Accordingly, the **PURCHASER** shall have no claim against the **SELLER** in respect of the condition of the property, which condition may include, without limitation that the property is not suitable for the purpose for which it is generally intended or that the property is not of good quality, in good working order and/or free of any defects.

2.3 The **PURCHASER** acknowledges that the **PURCHASER** has conducted an inspection of the property and that the **PURCHASER** has entered into this agreement on the basis of such inspection.

3. **CONDITIONS OF SALE**

The sale is subject to the following:

- i) Any and every condition and servitude specified in the diagram and original or subsequent Deed of Transfer;
- ii) All other rights and conditions imposed by a statutory authority;
- iii) The sanction of necessary diagrams, plans or sub-divisions by any local or statutory authority.
- iv) If the auctioneer makes a mistake, such mistake shall have no legal effect and shall not be binding upon the **SELLER** or **PURCHASER**, but shall immediately be rectified.
- v) If any dispute arises between bidders, the auctioneer's decision shall be final and binding. The auctioneer may reject any bid without giving a reason.
- vi) The **PURCHASER** shall sign these Conditions of Sale immediately after the sale or when called upon to do so by the auctioneer, and if required to do so, shall furnish security satisfactory to the **SELLER** for the due performance by him of all his obligations under this document and all obligation incidental thereto.
- vii) If the **PURCHASER** neglects or refuses to sign the Conditions of Sale on request of the auctioneer, or fails to provide forthwith the surety/sureties aforesaid, the **SELLER** may, in his opinion and sole discretion, then or as soon as convenient, sell the property by public auction or private treaty at the expense or risk of the defaulter who shall submit himself to any loss thereby occasioned without benefiting by any eventual profit thereon.
- viii) Notwithstanding any express or implied provisions of this Conditions and Deed of Sale to the contrary, and 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 of term hereof.

4. **REGISTRATION OF COMPANY OF CLOSE CORPORATION**

In the event of the property being purchased by a trustee on behalf of a company about to be formed and the company is not registered or fails to take transfer of the property for any reason, within two months from the date of sale, the said trustee, shall thereupon be bound to take transfer of the property in his/her name and to fulfil all the obligations of the **PURCHASER** under these conditions of sale.

5. **TRANSFER FEES AND COSTS**

Transfer shall be given and taken forthwith and the **PURCHASER** shall pay on demand, all transfer and other costs relative thereto and to the sale, including:

- i) Survey charges, if any;
- ii) The cost of transfer, including transfer duty **OR** VAT if applicable;
Reference herein to "VAT" refers to Value Added Tax leviable in terms of Act 89 of 1991 as amended from time to time.
- iii) A proportionate share of all the rates and taxes levied on the property for the current year, which share shall be proportionate to the period of the time in which the **PURCHASER** has had occupation in that year;
- iv) Road construction and drainage installation charges, if any;
- v) The amounts owing to any local authority in respect of loans for drainage or any other services whatsoever;

6. **CERTIFICATES**

The **PURCHASER** shall at his own cost obtain:

- 6.1. A certificate of compliance with Government Regulation No. 2920/1992 to the effect that the electrical installation on the property complies with SABS 0142, or is reasonably safe;
- 6.2. 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;

- 6.3. A certificate of occupation of the property (if applicable);
- 6.4. Or any such certificate as may be required by law and applicable to the subject property.

7. **OCCUPATION**

7.1 Occupation of the said property, subject to any lease or tenancy which may then exist, shall be given and taken upon registration of the property in the **PURCHASER'S** name. Any rates and taxes (including levies) which are outstanding up to the date of acceptance of the offer by the **SELLER** will be for the account of the **SELLER** and not the **PURCHASER**.

7.2 It is therefore recorded that vacant possession of the property is not given or guaranteed by the **SELLER**.
The **PURCHASER** shall at its own expense evict any unlawful occupants from the property and shall have no claim against the **SELLER** in respect thereof.

7.3 **Ownership** in and to the property shall only pass to the **PURCHASER** upon registration of the property in the **PURCHASER's** name

8. **INSURANCE**

The **PURCHASER** shall take out multi-peril insurance on the property and he/she shall cede the policy to the **SELLER** up to the date of possession.

9. **OWNERSHIP**

Ownership of the said property, subject to any lease or tenancy which may then exist, shall be given and taken on **registration of transfer of the property into the PURCHASERs name**.
The risk in and to the property shall pass to the **PURCHASER** as is recorded in Clause 7 above.

10. **CONVEYANCING**

- 10.1 The registration of transfer will be attended to by the attorneys appointed by the **SELLER**.
- 10.2 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 and have effected payment of all the costs incidental thereto.

11. WARRANTIES

11.1 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, and

11.2. The **PURCHASER** agrees that the **SELLER** does not make any warranties or representations, whether express or implied, regarding vacant occupation and possession.

12. BREACH

Should the **PURCHASER** fail to fulfil any of the obligations under these Conditions of Sale and remain in breach of such obligations for a period of 7 (seven) days after despatch to him by pre-paid registered post or facsimile of written notice or e-mail letter, to remedy such breach, the **SELLER** shall have the right to, without further notice, either:

- i) To cancel the sale forthwith and without process of law and have the property sold again by public auction or private treaty, in his sole discretion. In this event the **PURCHASER** shall be liable for all costs of such resale and any deficiency in price which may result there from and also for all government dues and the agent's commission in respect of the first sale, payable by the **SELLER** which he would not have had to pay but for such cancellation and consequent resale; or
- ii) To hold the **PURCHASER** bound by his purchase and to claim forthwith the payment of the whole of the purchase amount.

13. ROUWKOOP

Anything hereinbefore contained notwithstanding and without prejudice to any other remedy open to the **SELLER** in terms hereof, any moneys paid by the **PURCHASER** to the **SELLER** or the auctioneer shall be forfeit to the **SELLER** as "rouwkoop" and are agreed to be forfeited by the **PURCHASER** in favour of the Auctioneer/Agent and thereafter the **SELLER** residually as

contemplated herein or alternatively be regarded as liquidated pre-estimated damages and/or losses suffered by the **SELLER** in the event of any such breach of these Conditions of Sale by the **PURCHASER**.

14. **DOMICILLIUM**

The parties agree that they choose the addresses recorded below as their chosen *domicillium citandi et executandi* for purposes of all notices and legal processes. The parties agree that all notices be in writing and served at the other party's domicillium citandi address in any of the following manners:

- i) By pre-paid registered mail – the addressee shall be deemed to have received the notice within 7 (seven) days from the date of the post office stamp;
- ii) By facsimile – the facsimile slip shall be proof of receipt;
- iii) By Sheriff – the return being proof receipt;
- iv) By email - the proof of delivery shall be proof of receipt;
- v) The domicillium may be changed by giving the other party 7 (seven) days written notice prior to the new address becoming the effective domicillium address.
- vi) The new *domicillium* address must include a physical address and may not only be a P O Box address or *poste restante*, in the absence of which the old domicillium address will remain in full force and effect.

SELLER **Maritz, Christiaan Jacobus and Poole, Angelene C/O BDO Business Restructuring (Pty) Ltd** in their capacity as Joint Trustees of Henning Hermanus De Jongh and Sheryl De Jongh (Insolvent Estate) MRN:M000100/2022

Income Tax / VAT

Physical Address: Unit B5 Clearwater Office Park, Wilhelmina Avenue,
Constantia Kloof, Roodepoort

Postal Address: P O Box 21431, Helderkruijn, 1733

Tel No: 011 991 5500

Fax No: 086 618 3378
 Email: apoole@bdo.co.za

PURCHASER

Income Tax / VAT

Physical Address:

.....

Postal Address:

.....

.....

Tel No:

Fax No:

Email:

15. **OBLIGATIONS AND INDULGENCES**

Any indulgence allowed by the **SELLER** to the **PURCHASER** from time to time regarding the latter's obligations hereunder shall not prejudice the **SELLER's** right strictly to impose any term or condition and to prosecute his rights hereunder at any other time.

The parties consent to the Jurisdiction of the Magistrate's Court even if the amount of the claim exceeds the Jurisdiction of the Court.

16. **VACATING OF THE PROPERTY**

The **PURCHASER** and any other person, at his instance, occupying the property upon date of cancellation of this agreement or it becoming void or voidable for any reason whatsoever shall be obliged to immediately vacate the property upon written request served at the **PURCHASER's** *domicillium citandi*. Any right of occupation is a direct consequence of this agreement and shall in no manner be interpreted as an agreement of lease.

The **PURCHASER** undertakes to return the property to the **SELLER** in its original state.

17. **RIGHT OF REFUSAL**

17.1 The highest bidder at the auction will have the right of first refusal during the confirmation period.

17.2 All offers after the fall of the hammer, received during the confirmation period, with a higher purchase price and before confirmation by the **SELLER**, will be made to the auctioneers.

17.3 The parties, including the agent (if applicable) agree that in the event that the arrear rates and taxes, levies and/or electricity or any other statutory liability in this regard exceeds the purchase price, this agreement shall become *null* and *void* and all monies paid by the party shall be refunded.

18. **CONFIRMATION BY MASTER**

18.1 This agreement is subject to confirmation by the Master of the High Court of South Africa.

18.2 If such approval is not applicable, then subject to the Acceptance of the Agreement by the Liquidator / Trustee, upon the adoption of an appropriate Resolution at the Second Meeting of Creditors of the mentioned estate, authorising him to do so.

19. **COMMISSION**

19.1. The **PURCHASER** shall be liable for and pay, in addition to the amounts payable in terms hereof, auctioneer's commission of **6% (six percent)** plus Vat of the purchase price, which commission shall be payable immediately and deemed to be earned on date of registration of transfer.

19.2. The Agent warrants that he did not contravene Sections 29, 40 or 41 of the Consumer Protection Act, Act 68 of 2008 and furthermore indemnifies the **SELLER** in this respect against any claim(s) by the **PURCHASER**.

20. **ACCEPTANCE**

This Agreement constitutes an offer by the **PURCHASER** which will be subject to written acceptance by the **SELLER** within **7 (seven) calendar days** from date hereof and will remain irrevocable and open for acceptance by the **SELLER** at any time during the said period or such extended date as the **PURCHASER** may agree to in terms of Clause No. 22.

The **PURCHASER** and the Auctioneer acknowledge and agree that this provision is inserted and tendered for the benefit of the **SELLER**.

21. **MATRIMONIAL PROPERTY ACT CONSEQUENCES**

21.1 The **PURCHASER** warrants that his/her marital status is as set forth in 23 and, further that the information contained in such schedule is true and correct in each and every respect.

21.2 To the extent necessary the **PURCHASER** hereby warrants that all written consents required by the Matrimonial Property Act No. 88 of 1984, as amended, in respect of this Agreement or any matters arising therefrom or in terms hereof have been obtained and will be provided to give effect to the conclusion of this Agreement.

22. This Agreement constitutes the entire contract between the parties and no amendments, alterations, additions, variations or consensual cancellation will be of any force or effect whatsoever unless recorded in writing and signed by the **SELLER, PURCHASER** and the Agent.

23. **DETAILS OF THE PURCHASER(S)**

Name:

.....

I.D. No:

.....

Marital Status:

Address: (Physical)

.....

Address: (Postal)

.....

Email/Fax:

.....

Tel No:

(B) (H) (C)
.....

For the sum of R

(in words)

.....

A deposit of R

(in words)

.....

Signed at

On this

day of

20

.....

WITNESS

.....

AGENT

.....

WITNESS

.....

PURCHASER

.....

WITNESS

.....

SELLER

.....

Signed at

.....

On this

.....

day of

20

PLEASE REFER TO ANNEXURE A, IF APPLICABLE.

DRAFT

ANNEXURE A

SURETYSHIP

I / we the undersigned:

Do hereby interpose and bind myself / ourselves

As co-principal debtor (s) and surety (ties) in solidum for the due and faithful fulfilment by the above **PURCHASER** of all his obligations under foregoing conditions of sale, hereby renouncing the beneficia ordinis seu excessionis ET divisions with the full force and effect of which I / we acknowledge myself / ourselves to be perfectly acquainted.

Signed aton this day of 20.....

WITNESS

.....

WITNESS

.....

SURETY

ID #

.....

SURETY

ID #

.....

.....

.....

INFORMATION FOR CONVEYANCER AND ADMINISTRATION
PURCHASER SPOUSE / CO-PURCHASER

SURNAME _____

FIRST NAMES _____

MARITAL STATUS _____

(State whether Unmarried, Married in Community of PROPERTY, Married by Antenuptial Contract, Married in a country other than South Africa)

DATE OF MARRIAGE _____

COUNTRY OF MARRIAGE _____

IDENTITY NUMBER _____

TELEPHONE NUMBER (H) _____

(W) _____

(FAX) _____

(CELL) _____

EMAIL ADDRESS _____

POSTAL ADDRESS _____

FUTURE ADDRESS _____

INCOME TAX NUMBERS _____