



ASSET AUCTIONS

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PROPERTY INFORMATION PACK



LIVE WEBCAST AUCTION

Wednesday 20 May 2026 at 11h00 onsite
online.assetauctions.co.za

VIEWING

By appointment with the Auctioneer

AUCTION VENUE

Nooiensboom, 180 Burger Street, Pretoria North

CONTACT

Dean Baldwin | 083 954 3135 | dean@assetauctions.co.za

REGISTRATION DEPOSIT

R50,000.00 (Refundable Deposit by way of EFT)

PROPERTY INFORMATION PACK INDEX

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PROPERTY INFORMATION & ZONING CERTIFICATE

Registered Address	Sectional Title Units in the Scheme known as SS Nooiensboom (Scheme No.1180/1996), Pretoria North, City Of Tshwane Metropolitan, Gauteng
Title Deed No.	Refer to page 4
Registered Owners	Batlhokomedi Properties (Pty) Ltd
Monthly Rates & Taxes *	Per unit: ± R261–R562/month
Note Measurements are taken from on-site inspections and should be used as guidelines only.	

PROPERTY DESCRIPTION

60 units comprising:

- ◆ 47 Two-bedroom units
- ◆ 12 Three-bedroom units
- ◆ 1 Bachelor unit

The building offers a lift, secure parking, laundry, recreation room, prepaid electricity, and 24/7 security.

Investment Highlights:

A high demand, well-maintained residential block; this asset offers an exceptional opportunity for investors looking to unlock the growth of this prime-located property in the Pretoria North.

All units sold as one lot, each with its own sectional title.



Economic Development and Spatial Planning

3rd Floor | Middestad Building | 252 Thabo Sehume Street | Pretoria | 0002
 PO Box 440 | Pretoria | 0001
 Tel: 012 358 7988
 Email: geoinfoservice@tshwane.gov.za | www.tshwane.gov.za | www.facebook.com/CityOfTshwane

Generated by: TSHWANE\BerniceS

Date 2026/04/23

TO WHOM IT MAY CONCERN

ZONING CERTIFICATE IN TERMS OF THE TSHWANE LAND USE SCHEME, 2024 (TLUS)

PROPERTY LIS KEY (GIS KEY): 053201155

ZONING KEY: 053201155

SPLIT ZONING: Not Applicable

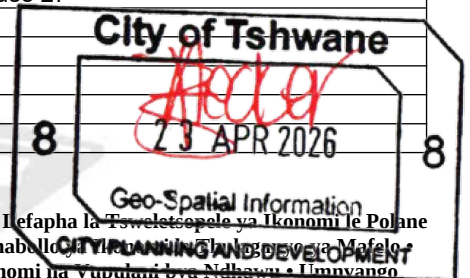
PROPERTY DESCRIPTION: Erf 1155 PRETORIA NORTH (180 BURGER STREET)

The following zoning information must be read with the Clauses and Schedules of the Tshwane Land Use Scheme, 2024 (TLUS).

A. USE ZONE 4: RESIDENTIAL 4

USES PERMITTED IN TERMS OF TABLE B (COLUMN 3) OF THE TLUS	USES WITH CONSENT USE IN TERMS OF TABLE B (COLUMN 4) OF THE TLUS	USES NOT PERMITTED IN TERMS OF TABLE B (COLUMN 5) OF THE TLUS
Access Control Apartment Building Backpackers Block of Flats Caretaker's Flat Children's Home Dwelling Units Guest House Home Enterprise subject to Schedule 9 Hotel Parking Site Retirement Centre Self-Catering Units	Clubhouse Conference Centre Fitness Centre Institution Market Garden Office Place of Child Care Place of Day Care for the Aged Place of Instruction Place of Public Worship Place of Refreshment Social Hall Sport and Recreation Ground Veterinary Clinic Veterinary Hospital Wall of Remembrance in conjunction with a Place of Public Worship	All other uses not listed in Columns (3) and (4)

B	ANNEXURE L	Not Applicable
C	MINIMUM ERF SIZE	Not Applicable
D	UNITS PER HA	Not Applicable
E	DENSITY	Not Applicable
F	FLOOR AREA RATIO	Table C, FAR Zone 13, subject to Clause 25
G	HEIGHT	Table D, Height Zone 5, subject to Clause 26
H	COVERAGE	Table E, Coverage Zone 13, subject to Clause 27
I	OTHER APPROVALS	Not Applicable
J	BUILDING LINES	Streets: Subject to Schedule 1 Rear and Side: Subject to Clause 12
K	SCHEDULE 5	Not Applicable
L	ATTACHED DOCUMENTS	Schedule 1-P24



Economic Development and Spatial Planning • Ekonomiese Ontwikkeling en Ruimtelike Beplanning • Ilefapha la Tswelatsopale ya Ikonomi le Polane ya Sebaka • UmNyango wezokuThuthuthukiswa kwezomNotho namaPlani weeNdawo • Kgoro ya Tlhabollo ya Tshwane • Mafelo aMuhasho wa Mveledziso ya Ekonomi na Vhupulani ha Fhethu • Ndzawulo ya Nhluvukiso wa Ikonomi na Vupulani bya Ndawo • Umnyango Wezokuthuthukiswa Komnotho Nokuhlelwa Kwendawo

On request, this document can be provided in another official language.

Document Ref: 053201155_20260423_100203539_1

In case of any discrepancy on the property description of the Zoning Certificate, Annexure L, Other Approvals and Schedules 1 and 5, relevant SG diagrams should be obtained for proper interpretation.

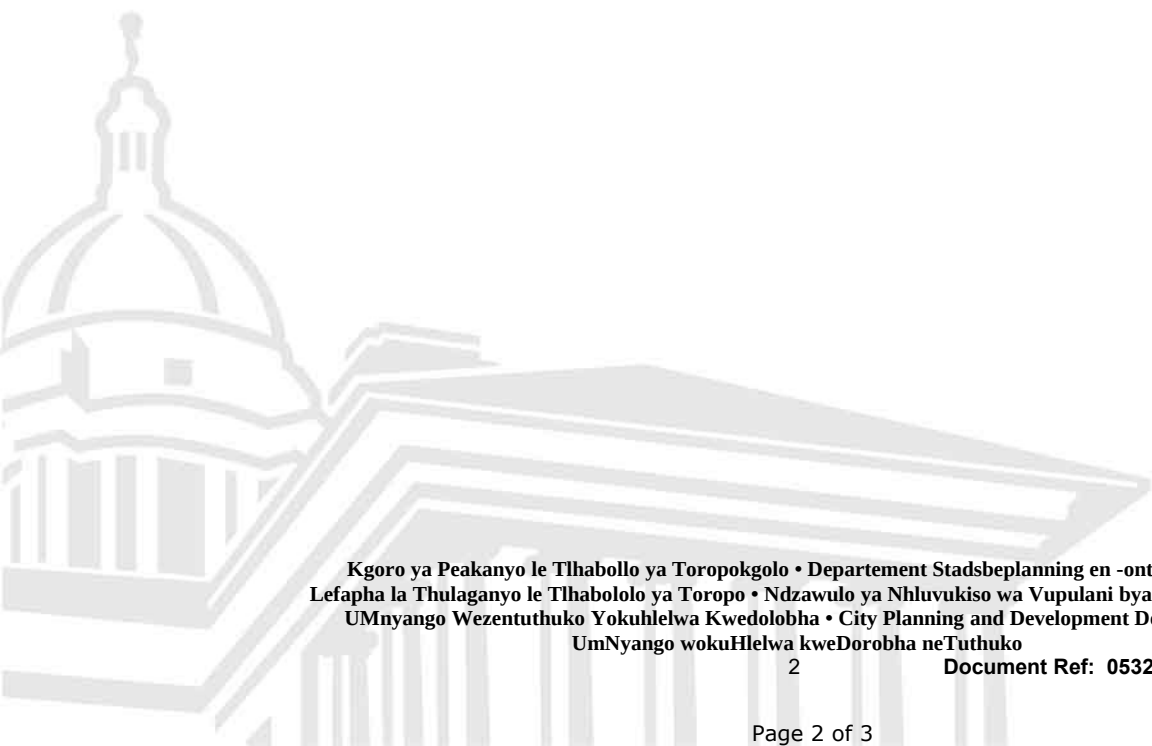
Disclaimer:

In the case of any other approval linked to this zoning certificate and numbered in row "I" the validity of this document(s) need to be verified as the rights may have lapsed.

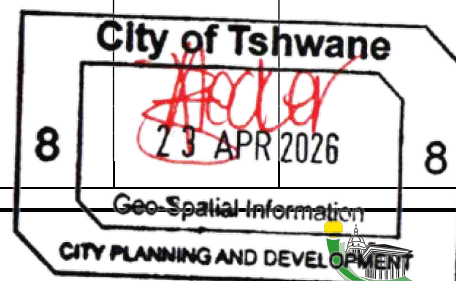
Kind regards



f: GROUP HEAD: ECONOMIC DEVELOPMENT AND SPATIAL PLANNING



Township, Agricultural Holdings or Farms	Erf/ Property	Position applicable	Building line(s) in Metres for all storeys except where otherwise indicated	Road / boundary where access is not permitted	Boundaries to which access is limited	Boundaries: Physical barrier required
(1)	(2)	(3)	(4)	(5)	(6)	(7)
		Northern side of Soutter Street	8,5			
		Southern side of Soutter Street	3,5			
		Von Wielligh Street	Nil			
		All other streets	3,5			
Pretoria X1		All streets	3,5			
Pretoria X2		WF Nkomo Street; Helen Joseph Street; Stanza Bopape Street; Elias Motsoaledi Street (Church Street)	Nil			
		Buitenkant Street	3,5			
Pretoria Gardens		All streets	6			
Pretoria Gardens X1		Business 2 erven	Nil			
		All other erven	7,5			
Pretoria Gardens X2		Business 2 erven	Nil			
		All other erven	6			
Pretoria Industrial Township		All streets	3,5			
Pretoria North		Business 1 and Business 2 erven: Dwelling-houses	6			
		Business 1 and Business 2 erven: Other uses	4,5			
		All other erven	6			
Pretoria North X1		All streets	6			
Pretoria North X3		Rachel de Beer Street	13			
		All other streets	5			
Pretoria Town and Townlands 346-JR		All streets	3,5			
Pretoria Town and Townlands 351-JR		Steve Biko Street (Beatrix Street)	3,5			
		Border Street	3,5			
		Buitenkant Street	3,5			
		Carl Street	3,5			
		Stanza Bopape Street; Helen Joseph Street; WF Nkomo Street; Elias Motsoaledi Street (Church Street)	3,5			
		Court Street	3,5			
		Dr. Savage Road	3,5			
		Hamilton Street	3,5			
		Industrial Road	3,5			



TSHWANE LAND USE SCHEME, 2024: SCHEDULE 1

Adopted: 08 May 2024

Comes into operation: 01 July 2024

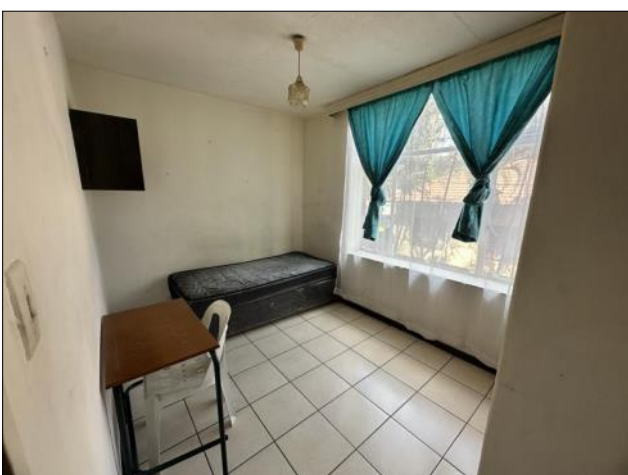
SCHEDULE OF TITLES

Schedule of Units SS Nooiensboom:

Unit Number	Size (m ²)	Title Deed	Unit Number	Size (m ²)	Title Deed
UNIT 1	121	ST53938/2021	UNIT 31	121	ST53968/2021
UNIT 2	72	ST53939/2021	UNIT 32	72	ST53969/2021
UNIT 3	72	ST53940/2021	UNIT 33	72	ST53970/2021
UNIT 4	72	ST53941/2021	UNIT 34	72	ST53971/2021
UNIT 5	72	ST53942/2021	UNIT 35	72	ST53972/2021
UNIT 6	72	ST53943/2021	UNIT 36	72	ST53973/2021
UNIT 7	72	ST53944/2021	UNIT 37	72	ST53974/2021
UNIT 8	72	ST53945/2021	UNIT 38	72	ST53975/2021
UNIT 9	72	ST53946/2021	UNIT 39	72	ST53976/2021
UNIT 10	124	ST53947/2021	UNIT 40	124	ST53977/2021
UNIT 11	121	ST53948/2021	UNIT 41	121	ST53978/2021
UNIT 12	72	ST53949/2021	UNIT 42	72	ST53979/2021
UNIT 13	72	ST53950/2021	UNIT 43	72	ST53980/2021
UNIT 14	72	ST53951/2021	UNIT 44	72	ST53981/2021
UNIT 15	72	ST53952/2021	UNIT 45	72	ST53982/2021
UNIT 16	72	ST53953/2021	UNIT 46	72	ST53983/2021
UNIT 17	72	ST53954/2021	UNIT 47	72	ST53984/2021
UNIT 18	72	ST53955/2021	UNIT 48	72	ST53985/2021
UNIT 19	72	ST53956/2021	UNIT 49	72	ST53986/2021
UNIT 20	124	ST53957/2021	UNIT 50	125	ST53987/2021
UNIT 21	121	ST53958/2021	UNIT 51	121	ST53988/2021
UNIT 22	72	ST53959/2021	UNIT 52	72	ST53989/2021
UNIT 23	72	ST53960/2021	UNIT 53	72	ST53990/2021
UNIT 24	72	ST53961/2021	UNIT 54	50	ST53991/2021
UNIT 25	72	ST53962/2021	UNIT 55	72	ST53992/2021
UNIT 26	72	ST53963/2021	UNIT 56	72	ST53993/2021
UNIT 27	72	ST53964/2021	UNIT 57	72	ST53994/2021
UNIT 28	72	ST53965/2021	UNIT 58	72	ST53995/2021
UNIT 29	72	ST53966/2021	UNIT 59	72	ST53996/2021
UNIT 30	125	ST53967/2021	UNIT 60	125	ST53997/2021

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.

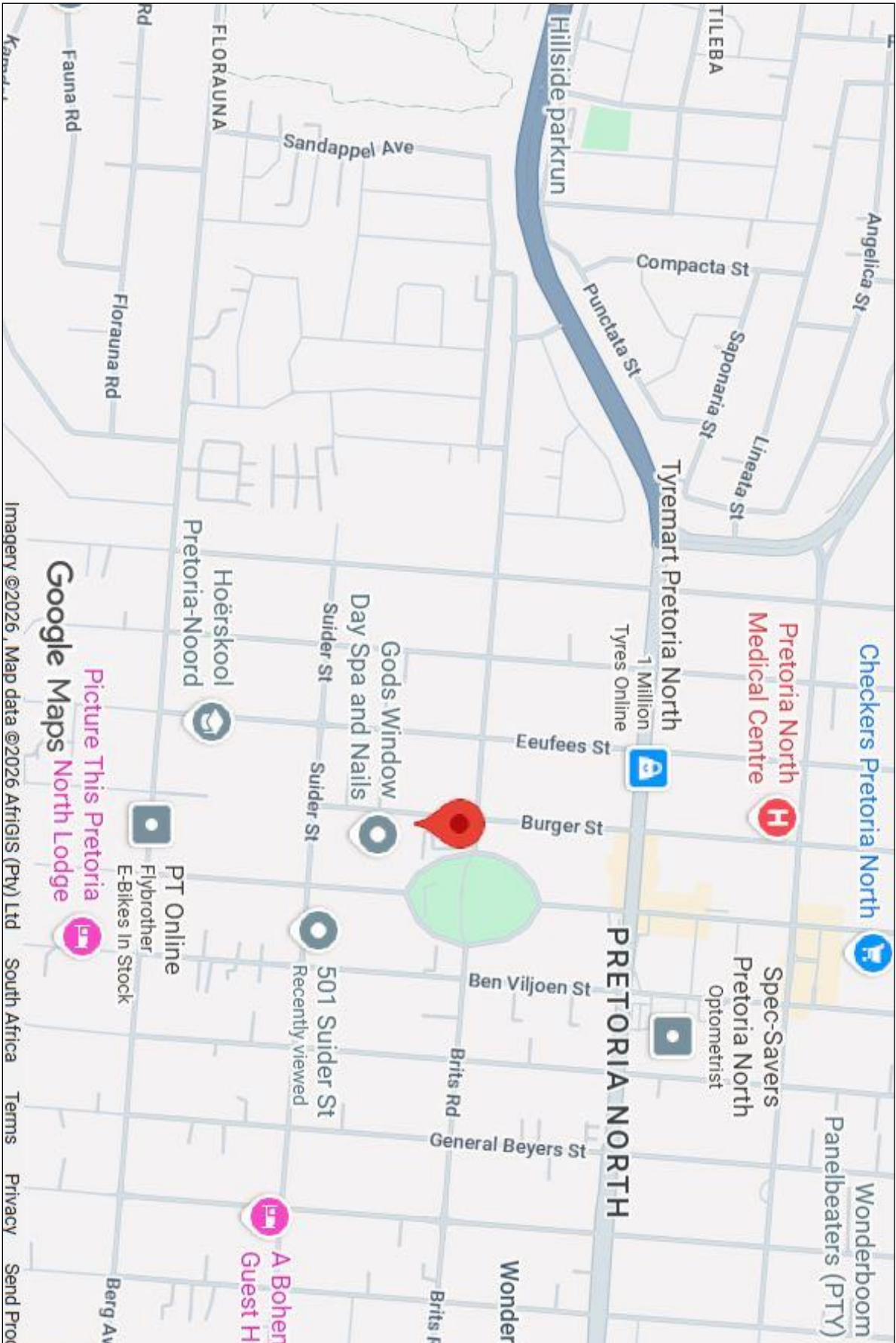
PROPERTY GALLERY



PROPERTY GALLERY



AREA MAP



AUCTION TERMS

- ◆ R50,000.00 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



ASSET AUCTIONS

82 Graniet Road
Valley Settlements
Meyerton
1961
P.O. Box 693
Isando
1600

Tel: +27 11 452 4191

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
82 GRANIET ROAD, VALLEY SETTLEMENTS, MEYERTON

ACTING FOR AND ON BEHALF OF:
STARBUCK, CONRAD ALEXANDER & STROH, JUSTI
C/O STARBUCK ATTORNEYS

IN THEIR CAPACITY AS JOINT LIQUIDATORS
IN RESPECT OF
BATLHOKOMEDI PROPERTIES (PTY) LTD (IN LIQUIDATION)
MASTER REFERENCE NUMBER: T1790/2025

WILL SELL BY PUBLIC AUCTION CERTAIN IMMOVABLE PROPERTIES BEING:
SECTIONAL TITLE UNITS IN THE SCHEME KNOWN AS SS NOOIENSBOOM (SCHEME
NO.1180/1996), PRETORIA NORTH, CITY OF TSHWANE METROPOLITAN, GAUTENG
SITUATED AT NOOIENSBOOM, 180 BURGER STREET, PRETORIA NORTH.

- 1. UNIT 1: MEASURING APPROXIMATELY 121 SQM, HELD BY TITLE DEED**
ST53938/2021
- 2. UNIT 2: MEASURING APPROXIMATELY 72 SQM, HELD BY TITLE DEED**
ST53939/2021
- 3. UNIT 3: MEASURING APPROXIMATELY 72 SQM, HELD BY TITLE DEED**
ST53940/2021

4. UNIT 4: MEASURING APPROXIMATELY 72 SQM, HELD BY TITLE DEED
ST53941/2021
5. UNIT 5: MEASURING APPROXIMATELY 72 SQM, HELD BY TITLE DEED
ST53942/2021
6. UNIT 6: MEASURING APPROXIMATELY 72 SQM, HELD BY TITLE DEED
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ST53947/2021
11. UNIT 11: MEASURING APPROXIMATELY 121 SQM, HELD BY TITLE DEED
ST53948/2021
12. UNIT 12: MEASURING APPROXIMATELY 72 SQM, HELD BY TITLE DEED
ST53949/2021
13. UNIT 13: MEASURING APPROXIMATELY 72 SQM, HELD BY TITLE DEED
ST53950/2021
14. UNIT 14: MEASURING APPROXIMATELY 72 SQM, HELD BY TITLE DEED
ST53951/2021
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ST53965/2021
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ST53966/2021
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ST53967/2021
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ST53968/2021
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ST53974/2021

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ST53985/2021
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ST53986/2021
50. UNIT 50: MEASURING APPROXIMATELY 125 SQM, HELD BY TITLE DEED
ST53987/2021
51. UNIT 51: MEASURING APPROXIMATELY 121 SQM, HELD BY TITLE DEED
ST53988/2021
52. UNIT 52: MEASURING APPROXIMATELY 72 SQM, HELD BY TITLE DEED
ST53989/2021
53. UNIT 53: MEASURING APPROXIMATELY 72 SQM, HELD BY TITLE DEED
ST53990/2021
54. UNIT 54: MEASURING APPROXIMATELY 50 SQM, HELD BY TITLE DEED
ST53991/2021

55. UNIT 55: MEASURING APPROXIMATELY 72 SQM, HELD BY TITLE DEED
ST53992/2021

56. UNIT 56: MEASURING APPROXIMATELY 72 SQM, HELD BY TITLE DEED
ST53993/2021

57. UNIT 57: MEASURING APPROXIMATELY 72 SQM, HELD BY TITLE DEED
ST53994/2021

58. UNIT 58: MEASURING APPROXIMATELY 72 SQM, HELD BY TITLE DEED
ST53995/2021

59. UNIT 59: MEASURING APPROXIMATELY 72 SQM, HELD BY TITLE DEED
ST53996/2021

60. UNIT 60: MEASURING APPROXIMATELY 125 SQM, HELD BY TITLE DEED
ST53997/2021

TO THE PURCHASER HEREIN

by means of the following conditions:

1. **PURCHASE PRICE**

The purchase price amounts to R.....
(.....
.....**amount in**
words) 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.....
(.....
.....**amount in**
words) 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 as described in the title deed subject to the servitudes and conditions contained therein, any preceding title deeds, leases or other real rights. The Seller shall not be liable for any lack or error in the description and size of the property that might be manifested upon it being surveyed and shall not be liable for any encroachment on or by the property of any kind.
- 2.2 The property is sold voetstoots as it is and the Seller does not afford any guarantees or warranties in respect of the buildings or any improvements on the property, including all building materials, irrespective of whether the defect, damage, error or shortcoming is latent, hidden, visible, structural or otherwise nor that it is fit for the purpose for which it was built or bought, irrespective of whether it is covered by the voetstoots clause at common law or not and the Seller shall not be liable for such defect, costs and damages. This clause shall be interpreted to favour the Seller should there be a dispute regarding the voetstoots clause.
- 2.3 The Seller shall not be required to indicate to the Purchaser the position of any beacon or surveyor beacon or border of the property and the Seller shall not be liable for the costs of determining same.
- 2.4 The Purchaser declares himself to be perfectly acquainted with the nature, zoning, extent, beacons, boundaries, location, servitudes, leases and title deed conditions of the property.

- 2.5 The Purchaser shall have no right of retention over the property arising from any cause whatsoever.
- 2.6 Neither the Seller, nor the Auctioneer, nor the secured creditor, nor their agents made any representations to the Purchaser in respect of any aspect to induce the Purchaser to conclude this agreement.

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 **(2) 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.

5.2 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 contractual/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.

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) due in terms of the provisions of Section 118 of the Municipal Rates Tax Act, 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 **PURCHASER** 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

Starbuck, Conrad Alexander & Stroh, Justi C/O Starbuck Attorneys in their capacity as Joint Liquidators of Batlhokomedi Properties (Pty) Ltd (In Liquidation) MRN: T1790/2025

Income Tax / VAT:
Physical Address: No. 54 Parker street, Riviera, Pretoria
Postal Address:
Telephone No: 012 329 0380
Email address: alex@lexstar.co.za

PURCHASER

Income Tax / VAT:
Physical Address:
Postal Address:
Telephone No:
Email address:

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. **COMMISSION**

18.1. The **SELLER** 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.

18.2. 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**.

19. **ACCEPTANCE**

This Agreement constitutes an offer by the **PURCHASER** which will be subject to written acceptance by the **SELLER** within **14 (fourteen) 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. 21.

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

20. **MATRIMONIAL PROPERTY ACT CONSEQUENCES**

20.1 The **PURCHASER** warrants that his/her marital status is as set forth in 22 and, further that the information contained in such schedule is true and correct in each and every respect.

20.2 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.

21. 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.

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

Name:

Identity Number:

Marital Status:

Physical Address:

.....

.....

Postal Address:

.....

Email address:

Telephone no: (B)
(H)
(C)

For the sum of R
(.....
..... (amount in Words)

A deposit of R
(.....
..... (amount in words)

Signed at on this day of 20.....

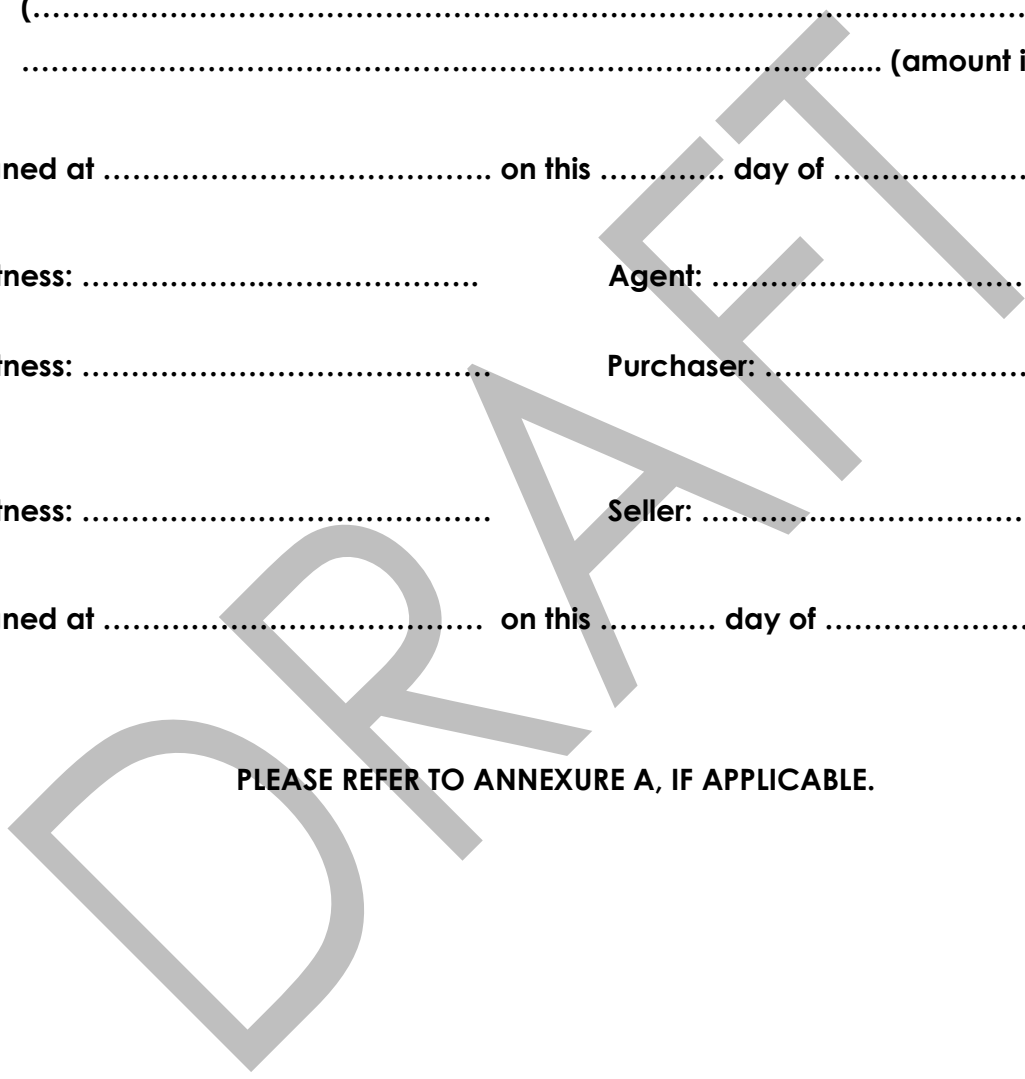
Witness: Agent:

Witness: Purchaser:

Witness: Seller:

Signed at on this day of 20.....

PLEASE REFER TO ANNEXURE A, IF APPLICABLE.



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 aforegoing 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.

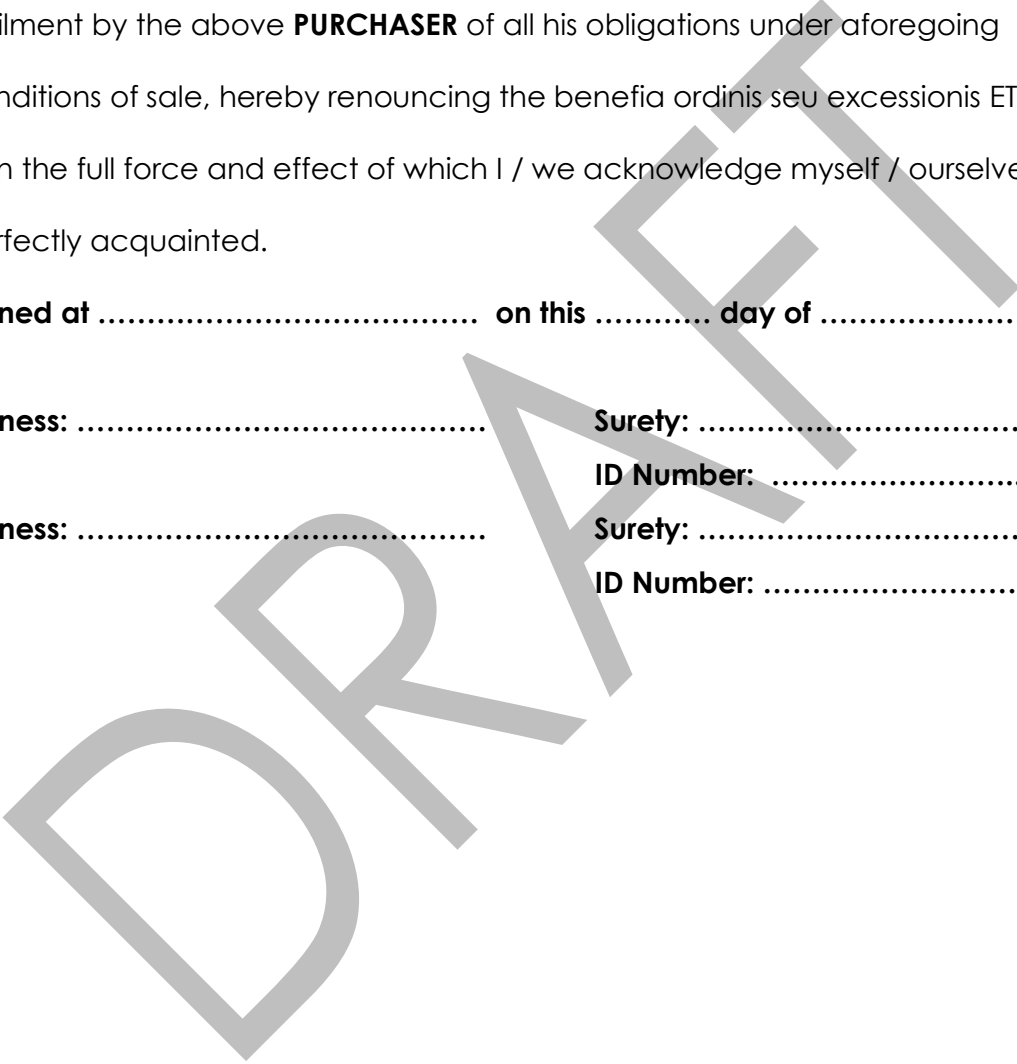
Signed at **on this** **day of** **20**.....

Witness: **Surety:**

ID Number:

Witness: **Surety:**

ID Number:



**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 no: (H)

(W)

(C)

Email address:

Postal address:

.....

.....

Future address:

.....

.....

Income Tax numbers: