ASSET AUCTIONS

+27 11 452 4191 | info@assetauctions.co.za | www.assetauctions.co.za

PROPERTY INFORMATION PACK



LIVE WEBCAST AUCTION

Thursday 1 October 2026 at 11h00 onsite

online.assetauctions.co.za

VIEWING

By appointment with the Auctioneer

AUCTION VENUE

1214 Aubrey Matlakala Street, Soshanguve

CONTACT

Graham Renfrew I 082 573 3184 I graham@assetauctions.co.za

REGISTRATION DEPOSIT

R10,000.00 (Refundable Deposit by way of EFT)

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PROPERTY INFORMATION

Registered Address	Erf 1214 Soshanguve-K, City of Tshwane Metropolitan Municipality, Gauteng
Title Deed No.	T92624/2013
Registered Owners	Matlala, JS & Matlala, P
Zoning *	Residential use
Erf Size *	± 317 SQM
Monthly Property Rates *	TBA
Note Measurements are taken from on-site inspections and should be used as guidelines only.	

PROPERTY DESCRIPTION

The property has been renovated from a residential dwelling to a restaurant comprising of:

- Main entrance
- Bar/Entertainment area
- Kitchen with scullery/pantry
- Lounge/TV room
- Dining room
- Guest toilet
  Storage area
- Patio area
- Staff quarters—room with bathroom

The property is close to schools, shopping centres, hospital/clinics and major roads.

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









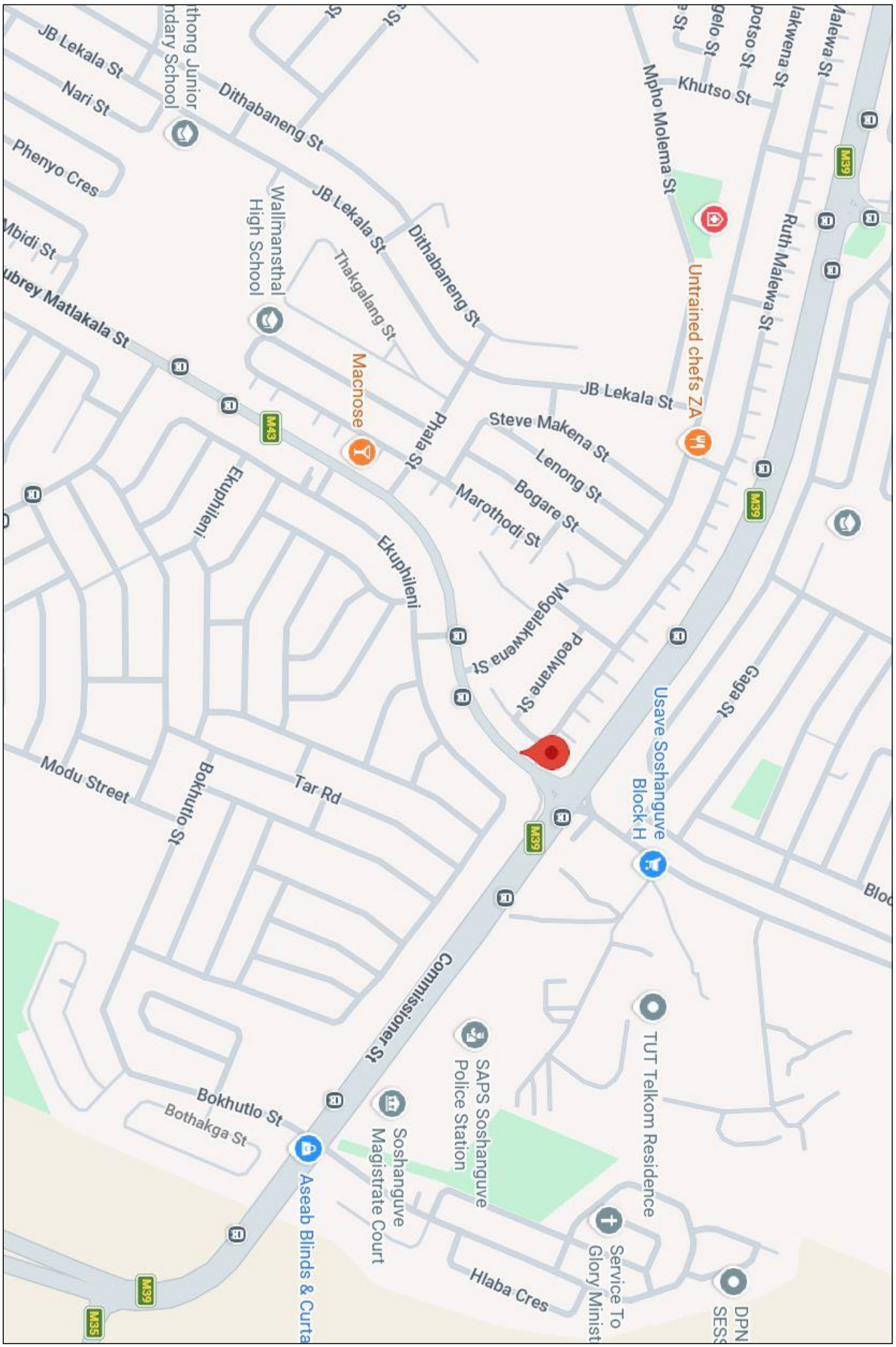








AREA MAP


JB Lekala St
Nari St
Phenyo Cres
Mbidi St
ubrey Matlakala St
Dithabaneng St
Wallmansthal High School
Thakgalang St
Macnose
Ekuphileni
Modu Street
Bokhutlo St
Tar Rd
Commissioner St
Bothakga St
Aseab Blinds & Curta
Soshanguve Magistrate Court
SAPS Soshanguve Police Station
Hlaba Cres
Service To Glory Minist
TUT Telkom Residence
Usave Soshanguve Block H
Gaga St
Peolwane St
Mogalakwena St
Marothodi St
Bogare St
Lenong St
Steve Makena St
Phala St
JB Lekala St
Untrained chefs ZA
Mpho Molema St
Khutso St
Ruth Malewa St
M39
M43
M35

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

  Brach Code: 198 765
- Reference to be used: Company name or buyers number
- Conditions of Sale attached

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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:

SHAWN WILLIAMS
C/O GCW ADMINISTRATORS (PTY) LTD

IN HIS CAPACITY AS CURATOR BONIS

IN RESPECT OF

NDPP VS JACK MATLALA AND OTHERS (AFU)
MASTER REFERENCE NUMBER: MC 295/16

WILL SELL BY PUBLIC AUCTION CERTAIN IMMOVABLE PROPERTY BEING: ERF 1214 SOSHANGUVE-K, CITY OF TSHWANE METROPOLITAN MUNICIPALITY, GAUTENG SITUATED AT 1214 AUBREY MATLAKALA STREET, SOSHANGUVE-K, SOSHANGUVE.

MEASURING APPROXIMATELY 317 SQM
HELD BY VIRTUE OF TITLE DEED T92624/2013

TO THE PURCHASER HEREIN
By means of the following conditions:

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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

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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.

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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 or term hereof.

4. REGISTRATION OF COMPANY OR 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

5.1 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.

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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 at the discretion of the **SELLER** 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) which are outstanding up to the date of Transfer 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**.

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7.3 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.

7.4 **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** from date of occupation shall take out multi-peril insurance on the property and he/she shall cede the policy to the **SELLER** up to the date of transfer.

9. **OWNERSHIP**

9.1 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.**

9.2 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

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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 written notice by hand 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 **SELLER** and thereafter the **SELLER** 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

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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 delivery to the physical address of the **PURCHASER** below.

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 **Shawn Williams c/o GCW Administrators (Pty) Ltd** in his capacity as Curator Bonis of NDPP vs Jack Matlala and others (AFU) MRN: MC 295/16

Income Tax Number: ……..
Physical Address: 2nd Floor, Building B, Sunnyside Office Park,
32 Princess of Wales Terrace, Parktown, 2193
Postal Address: Private Bag X68 Braamfontein 2193
Tel No: 082 718 3648
Email: shawn.williams@gcwadmin.co.za

PURCHASER

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

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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 becomes 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* at the discretion of the **SELLER**.

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

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appropriate Resolution at the Second Meeting of Creditors of the mentioned estate, authorising him to do so.

19. **COMMISSION**

19.1. The **SELLER** shall be liable for and pay, in addition to the amounts. payable in terms hereof, auctioneer's commission of ***7.5% (seven-point five percent)***
plus, VAT of the purchase price, which commission shall be earned on acceptance but payable 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 ***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. 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.

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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: ……

Identity Number: ……

Marital Status: ……

Physical Address/Domicilium: ……

……

……

Postal Address: ……

……

Email address: ……

Telephone no: (B)……

(H) ……

(C) ……

For the sum of **R** ……

(……

…… **(amount in words)**

(Excluding VAT if applicable)

A deposit of **R** ……

(……

…… **(amount in words)**

Signed at …… on this …… day of …… 20……

Witness: …… **Agent: ……**

Witness: …… **Purchaser: ……**

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

Witness: …… **Seller: ……..**

PLEASE REFER TO ANNEXURE A, IF APPLICABLE.

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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 *benefia 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: ……

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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: …… ……

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