

# OMNILAND

## AFSLAERS / AUCTIONEERS

BK/CC REG NO: CK91/07054/23 BTW/VAT REG NO: 4460112099

Katoen SA Gebou, Cycad Oord 90  
Uit Watermeyerstraat  
VAL DE GRACE x10  
Posbus 73724, LYNNWOODRIF, 0040  
Tel: 012 804 2978  
Faks: 012 804 2976  
E-mail: [info@omniland.co.za](mailto:info@omniland.co.za)

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

## PROPERT AUCTION

ESTATE LATE: MZAMANI GEORGE CHAUKE

TUESDAY 2 SEPTEMBER 2020 AT 11:00 AT

GERMISTON GOLF CLUB, RAND AIRPORT ROAD, GERMISTON



STAND 1824 OTHANDWENI EXT 1  
1824 MHLUZI STREET, OTHANDWENI, TOKOZA

---

UNASHAMEDLY ETHICAL

Deon Botha Cell: 082 892 8355 e-mail: [deon@omniland.co.za](mailto:deon@omniland.co.za)  
Roderick Roets Cell: 082 960 1881 e-mail: [rod@omniland.co.za](mailto:rod@omniland.co.za)

## PROPERTY REPORT

REGISTERED OWNER:

Mzamani George Chauke

IDENTITY NUMBER:

670419 5335 08 9

MASTER'S REFERENCE:

31246/2011

SUBJECT PROPERTY:

Stand 1824 Othandweni Ext 1

PHYSICAL ADDRESS:

1824 Mhluzi Street  
Othandweni

TITLE DEED NUMBER:

TL48710/1998

EXTENT:

264m<sup>2</sup>

LOCATION:

From the Vereeninging Road/Rivet Carnett Street intersection in Tokoza take Rivet-Carnette Street and follow in a south-easterly direction for 1km. Turn left and follow the road for 1,2km. Turn left in Moepshe Street and follow the road for 200m. Turn right in Mhluzi Street and follow the road for 100m where property is situated on left hand side.

CO-ORDINATES:

S26 21.632  
E28 08.092

ZONING:

Residential

IMPROVEMENTS:

The property is improved with a plastered brick dwelling and outbuildings under pitched tile roof and consists of the following:

Main improvements:

Lounge.



Kitchen.



Bathroom with bath and basin.



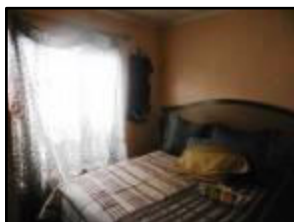
Separate toilet.



Bedroom.



Bedroom.



Out buildings:

8x Outer rooms.



MONTHLY RATES AND TAXES:

Rates & Taxes	R104.32
Refuse	170.49
Sewerage	<u>953.52</u>
Total:	<u>R1 228.33</u>

**OMNILAND AUCTIONEERS**

22 July 2020

# WinDeed Property Report

Township OTHANDWENI EXT 1, Erf 1824/0

## REGISTERED PROPERTY DETAILS

Property Type	ERF	Diagram Deed	HD1939 L732/89	
Erf Number	1824	Registered Size	264.000sqm	
Portion Number	0	Municipality	EKURHULENI	METROPOLITAN
Township	OTHANDWENI EXT 1	Province	MUNICIPALITY	
Registration Division	-	Coordinates (Lat/Long)	GAUTENG	
Deeds Office	JOHANNESBURG		-	

## OWNER DETAILS

### Owner 1 of 1

Person Type	PRIVATE PERSON	Title Deed	TL48710/1998
Name	CHAUKE MZAMANI GEORGE	Purchase Date	1998/05/08
ID Number	6704195335089	Purchase Price (R)	922
Share (%)	100	Registration Date	1998/07/08

## PROPERTY INFORMATION

Address	MHLUZI STREET, OTHANDWENI, TOKOZA
Primary Use	-
Estate	-

### Room Configuration

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

### General Information

Door Number	-	Roof Type	OTHER
Floor Size (m <sup>2</sup> )	-	Wall Type	OTHER
Storeys	-	Construction Year	-

### Other Features

Garages	-	Additional Dwellings	-
Garden	-		
Pool	-		

## MUNICIPAL VALUATION

Municipal Valuation	R 187 000.00	Valuation Year	-
Zoning Usage	-		

## BONDS AND OTHER DOCUMENTS

Document Number	Amount (R)	Holder
BL32136/2008	150,000	STANDARD BANK OF SOUTH AFRICA LTD
I-11387/1990C 2B	200,001,033	EXEMPTION

## PROPERTY HISTORY

Document Number	Amount (R)	Holder
T33223/1955 PTA	2,668	-
T33223/1955 PTA	2,668	EKURHULENI METROPOLITAN MUNICIPALITY
BCL37873/2008	-	-
BL26429/1998	66,000	-

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 MZAMANI GEORGE CHAUKE MASTER'S REFERENCE: 31246/2011 ("the SELLER") hereby offer for sale by public auction the immovable PROPERTY known as: STAND 1824 OTHANDWENI EXT 1 SITUATED AT: 1824 MHLUZI STREET, OTHANDWENI HELD UNDER TITLE DEED NO: TL48710/1998 IN EXTENT: 264 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 Wednesday 23 September 2020 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 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, the Seller and the Purchaser, including the AGENT (if applicable) agree that in the event that the arrear rates and taxes and/or levies and/or Home Owners Levies and/or electricity and/or water and/or any other statutory liability and/or building penalties and/or any other expenses of this Estate, exceeds the purchase price, this agreement shall become *null and void* and all monies paid by any PARTY shall be refunded

**6. INTEREST**

- 6.1 The PURCHASER will pay interest on the balance of the purchase price from DATE OF ACCEPTANCE to date of registration of transfer calculated at the greater of 12% (twelve percent) per annum, 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 a Conveyancer 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 arrange the connection of the electricity and water services or any other services related to the property.

## **10. NOMINEE**

The PURCHASER shall be entitled, by notice in writing to the SELLER, to nominate a nominee in his place as PURCHASER, upon the following terms and conditions:

10.1 The aforesaid notice shall be handed to the SELLER by no later than close of business on the DATE OF ACCEPTANCE;

10.2 The notice shall set out the name and address of the nominee so nominated as PURCHASER:

10.3 The notice shall be accompanied by the nominee's written acknowledgement:

10.3.1 That it is fully aware of all the terms and conditions of this agreement as if fully set out in such written acknowledgement; and

10.3.2 That it is bound by the provisions of this agreement as the PURCHASER;

10.4 Should the PURCHASER nominate a nominee in terms of this clause, then:

10.4.1 All references to the PURCHASER in this agreement shall be deemed to be a reference to its nominee; and

10.4.2 The PURCHASER by his signature hereto, hereby interposes and binds himself as surety and co-principal debtor in solidum, for and on behalf of all the obligations of the aforesaid nominee as PURCHASER, to and in favour of the SELLER, for all the PURCHASER'S obligations under this agreement, including damages, and renounces the benefits of division and excussion.

## **11. DOMICILIUM**

11.1 The PURCHASER selects as his/her domicilium citandi et executandi for all purposes hereunder the address set out in "INFORMATION FOR CONVEYANCER AND ADMINISTRATION" attached hereto.

Any notice dispatched to the PURCHASER by prepaid registered post or facsimile to the party's said domicilium citandi et executandi shall be deemed to have been received by such a party 7 (SEVEN) days from date of dispatch thereof.

**12. PROHIBITION**

The PURCHASER shall not, prior to the date of registration of the transfer, be entitled to sell the PROPERTY or to cede, assign or make over his rights in terms hereof, or to give notice of cancellation of an existing lease, without the prior written consent of the SELLER.

**13. JURISDICTION**

13.1 For the purpose of resolving any dispute which may exist or occur between the parties hereto, the parties consent to the jurisdiction of the Magistrate's Court or any other court with jurisdiction or a court otherwise competent with jurisdiction over the person of the parties in that each of them resides, carries on business, or is employed within its area of jurisdiction, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrates' Court Act 32 of 1944 or any amendment thereof provided that the SELLER shall have the right at his sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.

13.2 In the event of the SELLER instructing its Attorneys to institute any proceedings against the PURCHASER for payment of the purchase price, interest and other monies due by the PURCHASER hereunder or for the performance by the PURCHASER of any of the terms and conditions herein, then the PURCHASER agrees that he shall be liable for and shall pay any such legal costs on the scale as between the Attorney and Own Client.

**14. BREACH**

In the event of the PURCHASER being in breach of any of the terms or conditions contained herein, and remain in default for 7 (seven) days after dispatch of a written notice by registered post or by facsimile or by e-mail, requiring him to remedy such breach, the SELLER shall be entitled to, and without prejudice to any other rights available at law:

14.1 claim immediate payment of any amount due by the PURCHASER; and/or

14.2 declare the full balance of the purchase price and interest payable forthwith and claim recovery thereof; and/or

14.3 cancel the agreement without any further notice, and retain all amounts paid by the PURCHASER as "Rouwkoop" and the PURCHASER hereby authorises any third party holding such monies to pay the same to the SELLER, and/or

14.4 terminate this agreement and claim damages from the PURCHASER, which damages shall include, but not be limited to, the costs and expenses of advertising and selling the PROPERTY to a third party.

**15. AUCTIONEER'S COMMISSION**

The PURCHASER shall be liable for and pay AUCTIONEER'S commission of 6% (SIX PERCENT) of the purchase price, plus VAT thereon, which commission shall be deemed to have been earned and is payable immediately upon the fall of the hammer.

**16. VARIATION**

This agreement constitutes the whole and only agreement between the SELLER and the PURCHASER and no alteration or variation of this agreement shall be of

any force or effect unless reduced to writing and signed by the parties hereto or their duly authorised agents.

Any representations, warranties or undertakings made or given by the SELLER or its agents other than those contained herein shall be of no force or effect whatsoever.

**17. PERSONAL SURETYSHIP JOINT AND SEVERAL LIABILITY ON BEHALF OF PURCHASER**

The representative of the PURCHASER, by his signature hereto, hereby interposes and binds himself in favour of the SELLER, jointly and severally as surety for and co-principal debtor in solidum with the PURCHASER for the due and timeous performance by it of all its obligations as PURCHASER in terms of this Agreement and hereby renounces the benefits and excussion of and division.

If this Agreement is concluded with more than one PURCHASER, the liability of such PURCHASER to the SELLER shall be joint and several in solidum.

**18. MARITAL STATUS OF PURCHASER**

The PURCHASER warrants that his marital status is as set forth in the "INFORMATION FOR CONVEYANCER AND ADMINISTRATION" annexed hereto and, further that the information contained in such schedule is true and correct in each and every respect.

**19. WAIVER**

Notwithstanding any express or implied provisions of this Offer to the contrary, any latitude or extension of time which may be allowed by the SELLER in respect of any matter or thing that the PURCHASER is bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of the SELLER'S rights at any time, and without notice, to require strict and punctual compliance with each and every provision or term hereof.

**20. CERTIFICATES TO BE OBTAINED**

The PURCHASER shall at his own cost obtain:

- 20.1 A certificate of compliance with Government Regulations No. 2920/1992 to the effect that the electrical installation on the property complies with SABS 0142, or is reasonably safe;
- 20.2 A certificate to the effect that the improvements on the property are free from infestation by timber destroying insects, if specifically required by a financial institution;
- 20.3 A certificate of the occupation of the property (if applicable).
- 20.4 Or any such certificate as may be required by law and applicable to the subject property.

**21. FIRST RIGHT OF REFUSAL**

- 21.1 If the SELLER does not accept the PURCHASER'S offer during the CONFIRMATION PERIOD because it has received a higher offer from a third party, the PURCHASER shall be entitled to increase the PURCHASER'S offer during the CONFIRMATION PERIOD in order to match the third party's offer.
- 21.2 Any further offers being made within the confirmation period must be made in writing and only to Omniland Auctioneers before 17:00 on Tuesday 22 September 2020 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 \_\_\_\_\_ 2020**  
and sold by the rise for the amount of R \_\_\_\_\_  
(\_\_\_\_\_)

(EXCLUDING VALUE ADDED TAX)

TO:

MR/MRS/MS \_\_\_\_\_

Refer to "INFORMATION FOR CONVEYANCER AND ADMINISTRATION" for full details of purchaser.

SIGNED AT \_\_\_\_\_ ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 2020.

AS WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_  
PURCHASER

2. \_\_\_\_\_

\_\_\_\_\_  
CONSENTING SPOUSE

\_\_\_\_\_  
AUCTIONEER (duly authorised)

SELLERS ADDRESS  
THE APPOINTED EXECUTOR IN  
THE ESTATE OF THE LATE  
MZAMANI GEORGE CHAUKE  
MASTER'S REFERENCE: 31246/2011  
T 012 361 5640 / 361 2746