
ONLINE AUCTION

6-BEDROOM RENOVATORS DREAM HURLINGHAM MANOR SANDTON

ADDRESS:

7 Alphen Place, Hurlingham Manor, Sandton



<u>BIDS OPEN:</u>	TUESDAY, 27 JANUARY 2026 AT 08H00
<u>BIDS CLOSE:</u>	WEDNESDAY, 28 JANUARY 2026 FROM 11H00
<u>VIEWING DATE:</u>	MONDAY, 19 JANUARY 2026 (15H00 - 17H00)



BRANDON 078 194 5024

www.bidderschoice.co.za

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Terms and Conditions:

- **R50 000.00 Refundable Deposit and FICA documents to Register.**
- **10% Deposit payable on the fall of the hammer.**
- **6% Buyers Commission plus VAT payable on the fall of the hammer.**

BANKING DETAILS:

BIDDERS CHOICE (PTY) LTD

BANK: NEDBANK

ACCOUNT: 1030 1200 64

BRANCH CODE: 194 842

REF: *USE YOUR SURNAME/COMPANY NAME*

EMAIL PROOF OF PAYMENT TO: helen@bidderschoice.co.za

BIDDERS CHOICE OFFICE: 0861 44 42 42

1. DISCLAIMER

Whilst all reasonable care has been taken to obtain the correct information, neither Bidders Choice (Pty) Ltd, nor any of its subsidiaries and related companies, nor the Sellers, guarantee the correctness and/or completeness of the information, and none of the aforementioned will be held liable for any damages or loss, of whatsoever nature, suffered by any person as a result of errors or omissions in the information supplied, whether due to the negligence or otherwise of Bidders Choice (Pty) Ltd, its subsidiaries and related companies, the Seller or any other person.

The Purchaser acknowledges that he acquainted himself with whatever he is bidding on at the auction and on an as-is basis.

2. PROPERTY SUMMARY

Registered owner	Individual
Physical Address	7 Alphen Place, Hurlingham Manor, Sandton
Legal Description	Erf 346 Hurlingham Ext. 5, City of Johannesburg Municipality Gauteng Province
Property	
Title deed	T140899/2001
Zoning	Residential
Local Authority	City of johannesburg Municipality, Gauteng Province
Extent	± 1394m ²
Rates, Taxes	± R4 482,00 p/m
Deposit to be paid	10% (Ten Percent) On the fall of the hammer
Buyers Commission	6% plus VAT on the fall of the hammer
COC	Purchaser
Occupation	On Registration of Transfer
VAT Registered	No, Normal transfer duty payable.
Registration fee	R 50 000

DISCLAIMER: Whilst all reasonable care has been taken to obtain the correct information, neither Bidders Choice (Pty) Ltd, nor any of its subsidiaries and related companies, not the Sellers, guarantee the correctness of the information, and none of the aforementioned will be held liable for any direct damages or loss, of whatsoever nature, suffered by any person as a result of errors or omissions in the information supplied, whether due to the negligence or otherwise of Bidders Choice (Pty) Ltd, its subsidiaries and related companies, the Seller or any other person.

3. RULES OF AUCTION AND CONDITIONS OF SALE

RULES OF AUCTION

AND

CONDITIONS OF SALE

PLACE OF AUCTION: ONLINE
BIDS OPEN: TUESDAY, 27 JANUARY 2026 AT 08H00
BIDS CLOSE: WEDNESDAY, 28 JANUARY 2026 FROM 11H00

BIDDERS CHOICE (PTY) LIMITED
Reg: 2012/123036/07

Corner of Atterbury & Jollify Main Road, Mooikloof Office Park West, Building 12, Pretoria
(The “AUCTIONEER”)

Duly instructed by

MAMA JOSEPHINE MAGABE
&
THE TRUSTEES OF THE INSOLVENT ESTATE MORWANA BERNARD MAGABE
REPRESENTED BY GDS RAMALHO N.O. AND SAM DANEEL N.O.
IN THEIR CAPACITIES AS THE APPOINTED TRUSTEES OF THE INSOLVENT ESTATE
(The “SELLER”)

The **SELLERS** hereby sells to the **PURCHASER** who purchases the following immovable **PROPERTY**:

PROPERTY DESCRIPTION: ERF 346, HURLINGHAM EXT 5, CITY OF JOHANNESBURG MUNICIPALITY,
GAUTENG PROVINCE
STREET ADDRESS: 7 ALPHEN PLACE, HURLINGHAM MANOR, SANDTON
TITLE DEED NUMBER: T140899/2001
EXTENT: ± 1394M²
REGISTERED OWNER: MORWANA BERNARD MAGABE & MAMA JOSEPHINE MAGABE

Together with all existing lease agreements pertaining thereto and all improvements of a permanent nature thereon (“the **PROPERTY**”) on the following terms and conditions:

1. **AUCTION RULES AND PROCEDURE**

- 1.1. The property will be sold subject to confirmation.
- 1.2. The seller and the auctioneer have a right to bid on the property, but shall not make a bid equal to or exceeding the reserve price.

- 1.3. The rules of auction comply with section 45 of the Consumer Protection Act, Act 68 of 2008 ("the Act") and with the Consumer Protection Act Regulations ("the Regulations") that have been published in terms thereof in Government Gazette No. 34180 on 1 April 2011 (Volume 550) and any amendments thereto from time to time.
- 1.4. Section 45 subsection (2) of the Act provides that: *"When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction."*
- 1.5. The auction will commence at the published time and will not be delayed to allow any specific person or more persons to take part in the auction.
- 1.6. Registration to bid at the auction:
 - 1.6.1. Anyone that intends to bid at the auction must register his or her identity on the bidder's record **prior to the commencement of the auction** and such registration must meet the requirements of FICA (Financial Intelligence Centre Act, 2001) in respect of the establishment and verification of identity of the person and the person must sign the registration entry.
 - 1.6.2. A person who attends the auction to **bid on behalf of another person (i.e. on behalf of a company)** must produce a letter of authority that expressly authorises him or her to bid on behalf of that person and that person and the person bidding on his or her behalf must meet the requirements set out in clause 1.6.1 above. Where a person is bidding on behalf of a company the letter of authority must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorising him or her to bid on behalf of the company.
- 1.7. The bidder's record and the vendor roll will be made available for inspection at the offices of the auctioneer during normal business hours without the charge of a fee. The bidders' record will also be available for inspection at the auction.
- 1.8. The auctioneer has a trust account. All money due to the seller in terms of the Rules of Auction will be paid into this trust account for the benefit of the seller, minus any commission payable to the auctioneer.
- 1.9. The auctioneer will during the auction announce the reason for the auction unless that reason is the normal and voluntary disposal of property by the seller.
- 1.10. The total cost of advertising and conducting the auction of the property is **R26 000.00 (Excl. VAT)** which costs are broken down as follows:
 - 1.10.1. Advertising costs;
 - 1.10.2. Brochure and marketing material;
 - 1.10.3. Photography.
 - 1.10.4. Boards

- 1.11. The conduct of the auction is subject to the control of the auctioneer who has the sole right to regulate the bidding procedure.
- 1.12. The sale shall be by the rise and the property shall be sold to the highest bidder, subject to the Rules of Auction.
- 1.13. Every prospective bidder must read the Rules of Auction and must not bid unless he or she has done so.
- 1.14. Every bid shall constitute an offer to purchase the property for the amount bid upon the terms and conditions contained herein, which the seller or the auctioneer may accept or reject in their absolute discretion.
- 1.15. In the event of any dispute between the bidders, the decision of the auctioneer shall be final and binding.
- 1.16. Any error by the auctioneer shall be entitled to be corrected by him.
- 1.17. No bid may be withdrawn after the fall of the hammer until the expiry of the confirmation period that is provided for in the Rules of Auction, during which time the offer shall be open for acceptance by the seller or his AUCTIONEER and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the Act.
- 1.18. The highest bidder ("the purchaser") shall on the fall of the hammer be deemed to have offered to purchase to property for the amount of his or her bid on the terms and conditions contained herein and shall sign the Rules of Auction immediately after the fall of the hammer.

2. **PURCHASE PRICE**

And the purchase price shall be paid as follows:

- 2.1. A deposit of 10% (TEN PERCENT) of the purchase price to the **AUCTIONEER** by the **PURCHASER** immediately on signature of this agreement, which amount the **PURCHASER** hereby authorises the **AUCTIONEER** to pay over to the **SELLERS ATTORNEY**.
- 2.2. The balance of the Purchase Price shall be paid in cash and secured, to the satisfaction of the **SELLER's** Attorneys, by a written guarantee from a registered financial institution, payable free of exchange, against registration of transfer of the **PROPERTY** into the **PURCHASER's** name. The **PURCHASER** may elect to secure the balance of the Purchase Price by payment in cash to the **SELLER's** Attorneys, who shall hold same in trust, pending registration of transfer into the name of the **PURCHASER**. The aforesaid guarantee shall be presented and/or cash shall be payable by the **PURCHASER** to the **SELLER's** Attorneys within 30 (thirty) calendar days from date of acceptance hereof by the **SELLER**.

2.3. If guarantees are not provided as per 2.2 above, then the **PURCHASER** shall become liable for the payment of interest on the balance of the purchase price (being the total purchase price minus the amount of the deposit that has been paid in terms hereof) at the rate of 2% (two per centum) above the Prime Rate, per month, calculated from the due date of the guarantees to the actual date when the guarantees are being provided (both days inclusive). Any such interest shall be payable by the **PURCHASER** to the **SELLER** against registration of transfer, but this provision shall not detract in any manner whatsoever from the **SELLER's** rights to act in terms of the breach of contract provisions contained herein below.

2.4. Any payment made by the **PURCHASER** in terms of this Agreement shall be allocated first to the payment of **AUCTIONEER's** Commission when due then interest and thereafter to the payment of any other monies due in terms hereof.

3. **ACCEPTANCE AND CONFIRMATION**

3.1. By signing this Deed of Sale at the end thereof, the **PURCHASER** offers to purchase the **PROPERTY** on the terms and conditions contained herein and the **PURCHASER's** offer shall remain open for acceptance by **THE SELLER** or by the **AUCTIONEER** on behalf of the **SELLER**, until 16H00 on the **6TH DAY OF JANUARY 2026** ("7-day confirmation period"). The **PURCHASER** and the **AUCTIONEER** acknowledge and agree that this provision is inserted and intended for the benefit of the **SELLER**.

3.2. The **PURCHASER's** offer shall be deemed to have been accepted only when the **SELLER** or the **AUCTIONEER**, whichever may be applicable, has signed this Deed of Sale on behalf of the **SELLER** in the space provided at the end thereof and the **SELLER** shall not be required to notify the **PURCHASER** of the acceptance of its offer prior to expiry of the confirmation period.

3.3. Should the **SELLER** reject the **PURCHASER's** offer, the **AUCTIONEER** will repay to the **PURCHASER** any deposit and commission paid to it in terms of this agreement.

3.4. The **SELLER** shall notify the **PURCHASER** in writing of either its acceptance or its rejection of the **PURCHASER's** offer immediately upon receipt of written request therefore from the **PURCHASER**, which request shall not be made before the last day of the Confirmation Period.

3.5. In the event of the sale requiring the consent of any statutory authority or any court of law, then this sale is subject to the granting of such consent.

4. **VALUE-ADDED TAX**

4.1 The Purchase Price is exclusive of VAT.

4.2 In the event of VAT being payable on the Purchase price as a result of the sale, such VAT shall be paid by the **PURCHASER** to the **SELLER's** Attorneys immediately on demand therefore.

- 4.3 In the event of the rate of which VAT is chargeable being amended after the date of signature hereof by the PURCHASER and in circumstances in which the amended rate will apply to this transaction, then the Purchase Price shall be adjusted accordingly, the intention being that the SELLER shall receive and retain the same amount after payment regardless of the rate at which VAT is payable.

5. **AUCTIONEER'S COMMISSION - PURCHASER**

- 5.1. 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 deemed to have been earned and is payable immediately upon signature of the sale agreement.
- 5.2. The PURCHASER shall pay the full amount of AUCTIONEER's commission into the trust account of the AUCTIONEER immediately upon the signing of hereof by the PURCHASER, but this amount shall remain the property of the PURCHASER and shall be retained in trust by the AUCTIONEER pending acceptance by the SELLER of the PURCHASER's offer or until the SELLER either rejects the offer or until expiry of the confirmation period.

6. **OCCUPATIONAL INTEREST**

Should the PURCHASER take occupation of the Property prior to registration of transfer, the PURCHASER shall pay occupational interest to the SELLER calculated at 1% (one percent) of the balance of the Purchase Price per month in advance on the first day of every month, from date of occupation until date of transfer, both days inclusive, payable directly to the SELLER's Attorney (reduced *pro rata* for any period less than a month). If this agreement is cancelled for any reason then the PURCHASER undertakes to immediately restore vacant occupation of the property to the SELLER, it being recorded that no tenancy shall be deemed to have been created hereby.

7. **RATES AND TAXES AND LEVIES**

- 7.1 The PURCHASER shall be liable for all rates and taxes, levies and other Municipal charges levied on the PROPERTY for the period prior to occupation.
- 7.2 The PURCHASER shall be liable for and pay, within 10 days of being requested to do so by the appointed conveyancer, the following:
- 7.2.1 All amounts due to the municipality servicing the property, in terms of section 118(1) of the Local Government Municipal Systems Act, 2000 (Act No. 32 of 2000), for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties that may be due to a municipality;
- 7.2.2 Where applicable, all levies due to a body corporate in terms of the Sectional Titles Act, 1986 (Act No. 95 of 1986) or amounts due to a homeowners or other association which renders services to the property.

8. SELLER RESIDENCY AND WITHHOLDING TAX

It is recorded that **the SELLER, AUCTIONEER and PURCHASER** are aware of an obligation on the part of the **PURCHASER** to withhold part of the Purchase Price from the **SELLER**, if he is a non-resident of the Republic of South Africa and pay such withheld portion to the South African Revenue Services (hereinafter referred to as "SARS") in terms of Section 35A of the Income Tax Act, (hereinafter referred to as the "Act") and in that regard:

- 8.1 The **SELLER** warrants that he is / is not a RESIDENT of the Republic of South Africa; (delete whichever is not applicable);
- 8.2 The **SELLER** hereby indemnifies and holds harmless both the **AUCTIONEER** and the **SELLER'S** Attorneys attending to the transfer of the **PROPERTY** hereby sold, against any claim howsoever arising by virtue of them having acted in terms of the Act, on information supplied by the **SELLER**, or from any other source and the **SELLER** further waives any right of recourse he may have against the said **SELLER's** Attorneys and/or **AUCTIONEER**, in respect of any action or omission by them in terms of the Act, on information supplied to them by the **SELLER**, or any other source.

9. TRANSFER AND COSTS OF TRANSFER

- 9.1. Transfer shall not be passed to the **PURCHASER**, notwithstanding anything to the contrary herein contained, until such time as the total Purchase Price and all other amounts for which the **PURCHASER** may be liable in terms hereof have been paid and/or payment thereof has been secured as herein provided.
- 9.2. Transfer of the **PROPERTY** shall be passed, by the **SELLER's** Attorneys, _____, Tel: _____, and
email: _____ as soon as reasonably possible after date of acceptance,
providing the **PURCHASER** has complied with the provisions of the aforementioned sub-clause.
- 9.3. The **PURCHASER** hereby specifically authorises and agrees to the **SELLER's** Attorneys preparing and completing from information provided by the **PURCHASER** herein, a transfer duty form required by SARS for the clearance of the **PROPERTY** for transfer; and specifically authorises and agrees to the **SELLER's** Attorneys on behalf of the **PURCHASER** signing and submitting such form to SARS for which preparation, completion, signature and submission this Agreement shall be sufficient authority.
- 9.4. Transfer of the **PROPERTY** shall be effected by the **SELLER's** Attorneys and all expenses of and incidental to the preparation and registration of transfer, the conveyancing fees, transfer duty (if applicable), disbursements and VAT (if applicable), in respect of such transfer, shall be borne by the **PURCHASER** including all expenses and legal costs incidental to the preparation and registration of any mortgage bond to finance the Purchase Price herein, including any disbursement levied by the financial institution approving the finance.

- 9.5. In the event of the **PURCHASER** failing to comply within 7 (seven) days of being requested by the **SELLER's** Attorneys, to furnish them with signed documents or documentation of whatever nature necessary for effecting transfer, or in the event of the registration of transfer being delayed as a consequence of a default on part of the **PURCHASER** (and the widest possible interpretation shall be used in respect of the terms hereof), then *ipso facto* on the 8th (eighth) day after such request, the **PURCHASER** shall pay to the **SELLER** penalty interest, at the rate of 2% (two per centum) above prime, per month calculated on the balance of the purchase price from the said 8th (eighth) day until the date of transfer, (both days inclusive).
- 9.6. The **PURCHASER** acknowledges and accordingly undertakes to comply with all the FICA requirements as set out in **Annexure "1"** annexed hereto within 7 (seven) days from date of acceptance of this Agreement by the **SELLER** and to supply the **SELLER's** Attorneys all information and documentation required by the **SELLER's** Attorneys to enable the **SELLER's** Attorneys to fulfil their obligations in terms of FICA.
- 9.7. This agreement and the sale contemplated herein shall not be subject to the **PURCHASER** obtaining finance to fund the transaction. The **PURCHASER** warrants that he has the financial ability to proceed with this transaction whether or not a bond is going to be applied for or granted.

10. OCCUPATION AND RISK

- 10.1. Possession of the **PROPERTY** shall be given by the **SELLER** and taken by the **PURCHASER** on registration of transfer and from this date all risks and benefits of ownership in respect of the **PROPERTY** shall pass to the **PURCHASER**.
- 10.2. Should the **PURCHASER** and the **SELLER** agree (in writing) to an earlier occupation date and therefore prior to transfer of the property into the name of the **PURCHASER**, the **PURCHASER** shall at its own expense insure the **PROPERTY** and improvements thereon for the full replacement value thereof from date of occupation, against risk of loss or damage by any cause with an insurer acceptable to the **SELLER**. The **SELLER's** interest in the **PROPERTY** shall be endorsed against such policy for such period.
- 10.3. Upon the **PURCHASER** taking occupation of the **PROPERTY** and pending transfer, the following further provisions shall apply –
- 10.3.1. the **PURCHASER** shall not sell, let or in any other manner dispose of or part with (whether temporarily or otherwise) the **PROPERTY** or his rights of occupation thereof, except with the written consent of the **SELLER**, which consent shall not be unreasonably withheld;
- 10.3.2. The **PURCHASER** shall be responsible for and pay all costs of electricity and water consumed in the **PROPERTY**.

11. EXISTING TENANCIES

- 11.1. The **SELLER** does not warrant that the **PROPERTY** is currently vacant and gives no undertakings in this regard. It is specifically agreed that it shall be the **PURCHASER's** responsibility, for the **PURCHASER's** own account, to ensure vacant occupation of the **PROPERTY**.

11.2 The **PURCHASER** shall be bound by the terms and conditions of all existing leases in respect of the **PROPERTY**, of which he acknowledges he is fully apprised alternatively which he has elected to accept and abide by.

12. REPAIRS AND IMPROVEMENTS

- 12.1. Prior to registration of transfer, the **PURCHASER** shall not be entitled to effect any alterations to the **PROPERTY** without the prior written consent of the **SELLER**.
- 12.2. The **SELLER** shall not be obliged to compensate the **PURCHASER** for any authorised alteration effected in the event of the sale being cancelled.
- 12.3. The **PURCHASER** shall be liable for any damages suffered by the **SELLER** as a result of any alterations effected by the **PURCHASER**, not authorised by the **SELLER**.

13. VOETSTOOTS, EXTENT AND REPRESENTATIONS

- 13.1. The **PROPERTY** is sold “voetstoots” and subject to the terms and conditions and servitudes mentioned or referred to in the current and/or prior Title Deeds and to the conditions of establishment of the Township in which it is situated and to the zoning applied to it under any Town Planning Scheme. The **SELLER** shall not profit by any excess nor shall it be answerable for any deficiency in the extent thereof. Neither the **SELLER** nor the **AUCTIONEER** shall be responsible for pointing out to the **PURCHASER** any surveyor’s pegs or beacons in respect of the **PROPERTY** unless requested do so by the **PURCHASER** or unless the **SELLER** and/or **AUCTIONEER** had knowledge of any material deficiencies in the extent.
- 13.2. The **PURCHASER** acknowledges that he has not been induced into entering into this Agreement by any express or implied information, statement, advertisement or representation made or given any warranties in respect of the **PROPERTY** or anything relating thereto, by the **AUCTIONEER** or any other person, or by or on behalf of the **SELLER** and that is not contained in this Agreement.
- 13.3. The **PURCHASER** acknowledges that he has fully acquainted himself with the **PROPERTY** that he has purchased alternatively that he/she has elected to purchase the **PROPERTY** without fully acquainting him/herself therewith.

14. BREACH

- 14.1. If one of the Parties commits a breach of this Agreement or fails to comply with any of the provisions hereof, then the Aggrieved Party shall be entitled to give the Defaulting Party 7 (seven) days notice in writing to remedy such breach or failure (unless such breach or failure occurs after the transfer documents have been lodged in the Deeds Office for registration, in which case the 7 (seven) day period may, at the election of the Aggrieved Party be reduced to 48 (forty eight) hours). If the defaulting party fails to comply with such notice then the innocent party shall forthwith be entitled, but not obliged, without prejudice to any other rights or remedies which it may have in law, including the right to claim damages:

14.1.1. to cancel this Agreement and upon cancellation: -

14.1.1.1. if the defaulting party is the **PURCHASER** the **SELLER** shall be entitled to retain all amounts paid by the **PURCHASER**, excluding **AUCTIONEER**'s commission, as *rouwkoop* or as a genuine pre-estimate of damage suffered by the **SELLER**, and furthermore the **PURCHASER** shall not be entitled to compensation from the **SELLER** for any improvements of whatsoever nature it may have caused on the **PROPERTY**, whether with or without the **SELLER**'s consent; and

14.1.1.2. if the defaulting party is the **SELLER** the **PURCHASER** shall be entitled to a full refund of all money paid in terms hereof to the **SELLER** and to the **AUCTIONEER** and to claim any other damages from the **SELLER** that it may have suffered as a result of the **SELLER**'s default;

(OR)

14.1.2. To claim immediate performance and/or payment of all the defaulting party's obligations in terms hereof.

14.2. Upon cancellation of this Agreement for whatever reason, the **PURCHASER** hereby undertakes to forthwith vacate the **PROPERTY** and to procure that the **PROPERTY** shall be vacated by any persons who occupy the **PROPERTY** through the **PURCHASER**'s title or by his permission. Occupation shall be re-delivered in the same good condition as at the date of occupation.

14.3. Occupation of the **PROPERTY** by the **PURCHASER** or persons on the authority of the **PURCHASER** shall not create a tenancy either in terms of any statutory provision or at common law.

15. LEGAL COSTS

The Defaulting Party shall be liable for all legal costs incurred by the Aggrieved Party, the **AUCTIONEER** and his **AUCTIONEER** / Attorneys in enforcing the terms of this agreement, on an Attorney and own client scale, including collection commission.

16. ADDRESS / DOMICILIUM

16.1. The **PURCHASER** and the **SELLER** hereby choose their respective addresses / *domicilium citandi et executandi* for all purposes in respect of this Deed of Sale, including all notices and Court process to be delivered in terms hereof, the address recorded below his signature hereunder. Any notice sent by pre-paid registered post shall be deemed to have been received on the fifth day after posting; any notice delivered by hand shall be deemed to have been received on the day of delivery; any notice sent by telefax or electronically transmitted by email, shall be deemed to have been received on the first business day after date of despatch thereof.

16.2. Notwithstanding anything to the contrary herein contained, any written notice or communication actually received by a Party to this Agreement shall be deemed to be adequate written notice or communication to him notwithstanding that it was not sent or delivered at the chosen address / *domicilium citandi et executandi* or transmitted to such Party's telefax number and/or email address as stipulated herein.

16.3. The terms of "writing" shall include communications by email or facsimile.

16.4. The parties undertake on request to provide the Conveyancing attorney with documentation necessary to comply with FICA (Financial Intelligence Centre Act).

17. JOINT AND SEVERAL LIABILITY

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

18. SECTION 112 AND 115 OF THE COMPANIES ACT

18.1. It is recorded that the **SELLER** and the **PURCHASER** are aware of the provisions of Sections 112 and 115 of the Companies Act 71 of 2008 (as amended) ("Section 112"), namely that if the **SELLER** is a company and if the **PROPERTY** constitutes either all or the greater part of the assets or the undertaking of the **SELLER**, then the directors of the **SELLER** shall not have the power, save by a special resolution of the shareholders of the **SELLER**, to dispose of the **PROPERTY**.

18.2. Accordingly, the **SELLER** warrants that the provisions of Section 112 are / are not (delete as appropriate) applicable to the sale of the **PROPERTY**.

18.3. If Section 112 is applicable to the sale of the **PROPERTY** and if the directors of the **SELLER** have not already been granted the necessary authority in terms of Section 112 to dispose of the **PROPERTY**, then within 45 (forty five) days of the acceptance date the **SELLER** shall procure that its shareholders pass a special resolution ratifying the sale of the **PROPERTY**.

19. **INSOLVENCY ACT NO. 24 OF 1936**

The Parties agree that notice of the sale of the property, pursuant to this Agreement, will not be published by the SELLER and the SELLER indemnifies the PURCHASER against any claims which may be made arising from the said sale not being advertised. The SELLER warrants the PURCHASER that if any proceedings of any kind referred to in SECTION 34 of the Insolvency Act No. 24 of 1936, are instituted prior to the date of transfer, it will immediately pay all amounts due by the entity that has instituted such proceedings. The SELLER furthermore indemnifies and holds the PURCHASER harmless against any losses or damages that the PURCHASER may suffer by reason of such proceedings being instituted.

20. **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:

- 20.1. the aforesaid notice shall be handed to the **SELLER** by not later than 24h00 on the same day as the acceptance date by the **SELLER**;
- 20.2. the notice shall set out the name and address of the nominee so nominated as **PURCHASER**;
- 20.3. the notice shall be accompanied by the nominee's written acknowledgement:
 - 20.3.1. that it is fully aware of all the terms and conditions of this Deed of Sale as if fully set out in such written acknowledgement; and
 - 20.3.2. that it is bound by the provisions of this Deed of Sale as the **PURCHASER**;
- 20.4. should the **PURCHASER** nominate a nominee in terms of this clause, then:
 - 20.4.1. all reference to the **PURCHASER** in this agreement shall be deemed to be a reference to its nominee; and
 - 20.4.2. 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*.

21. COMPANY TO BE FORMED

- 21.1. In the event of the **PURCHASER** signing this agreement in his capacity as AGENT for a company to be formed and the **PURCHASER** fails within 20 (twenty) days from date of acceptance and confirmation of this agreement to register such company having as one of its objects the ratification and adoption of this agreement, or such company fails to adopt or ratify this agreement within 15 (fifteen) days after date of its incorporation, then in such an event the **PURCHASER** shall be deemed as from the date thereof to have entered into this agreement in his personal capacity and to have acquired all the rights and obligations of the **PURCHASER** under this agreement.
- 21.2. In the event of such company being registered and duly adopting or ratifying this agreement, or the nomination effected, then the **PURCHASER by his signature hereunder, shall be deemed to bind himself to the SELLER as surety and co-principal debtor in solidum with such company for the due performance by it as PURCHASER of the terms, conditions and obligations arising out of this agreement.**

22. COMPANIES, CLOSE CORPORATIONS, ASSOCIATIONS OR TRUSTS

- 22.1. **Should the PURCHASER be a company, close corporation, association or trust, the person signing this agreement on behalf of such PURCHASER, by his signature hereto interposes and binds himself as surety for and co-principal debtor with the PURCHASER for the due and proper discharge of all its obligations arising from this agreement.**
- 22.2. **If any individual person to be representing another person including a company, close corporation, association or trust, and signs this Deed of Sale on that basis, that individual shall by signing this agreement on behalf of such other person be held personally liable for the due and proper discharge of all the PURCHASER's obligations in terms of this Deed of Sale and that individual shall be deemed to be the PURCHASER where such other person does not exist at the time of signing this Deed of Sale by that individual. This provision does not apply to instances contemplated in clause 19.**

23. ELECTRICAL INSTALLATION CERTIFICATE OF COMPLIANCE

- 23.1 The **PURCHASER** shall at his/her own cost obtain a valid electrical installations certificate of compliance and test report, in the prescribed form, as required in the Electrical Installation Regulations, 2009 and an electric fence system certificate of compliance in the prescribed form as required in the Electrical Machinery Regulations, 2011 issued in terms of the Occupational Health and Safety Act, 1993. The **PURCHASER** agrees that this undertaking relieves the seller and the execution creditor from any duty that may be imposed upon either or both of them in terms of Section 10 of the Occupational Health and Safety Act, 1993. The **PURCHASER** accordingly agrees that there is no obligation on the seller or execution creditor to furnish the said electrical installations certificate of compliance and test report.

- 23.2 If required, the **PURCHASER** shall at his/her/its own cost obtain a valid Entomologist's certificate.
- 23.3 If required, the **PURCHASER** shall at his/her/its own cost obtain a valid gas installation and plumbing certificate of compliance and test report.

24. GENERAL CLAUSES

- 24.1. This Deed of Sale constitute the whole agreement between the Parties as to the subject matter hereof and no agreement, representation or warranty between the Parties other than those set out herein are binding on the Parties.
- 24.2. No extension of time, waiver, indulgence or suspension of any of the provisions of this agreement, which any Party hereto may have given, shall be binding unless recorded in a written document signed by all Parties.
- 24.3. No variation or alteration or cancellation of this Deed of Sale or any of the terms hereof, shall be of any force or effect, unless in writing and signed by the Parties hereto.
- 24.4. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and words importing persons shall include partnerships and bodies corporate, and *vice versa*.
- 24.5. The Parties signing this document confirm that they have read and understood all of the terms and conditions contained herein and agree that they are bound hereto.
- 24.6. The **SELLER** and the **PURCHASER** warrant that they are duly authorised to sign this Deed of Sale.
- 24.7. In the event that the property sold in terms hereof forms part of a sectional scheme or Homeowners Association, then the **PURCHASER** acknowledges that the owner and the property are subject to the rules and regulations of the Body Corporate or Homeowners Association, which have been promulgated. The **PURCHASER** warrants he has read and familiarised himself with the applicable rules and regulations and undertakes to sign all documents and do all things necessary in order for him to become and remain a member of the Body Corporate or the Homeowners Association for as long as he is the owner of the section purchased in terms of this agreement. Where relevant it is recorded that the developer has secured and reserved for himself a real right of extension in respect of the property and that the **PURCHASER** purchases this property accepting the developer's real right of extension.

27. **CONDITION OF THE PROPERTY**

The **SELLER** discloses to the **PURCHASER** that the property is not new and is sold on an “as is” condition. The **PURCHASER** acknowledges the aforesaid condition of the property and accepts the **PROPERTY** in that condition. Accordingly, the **PURCHASER** shall have no claim against the **SELLER** in respect of the condition of the property, which conditions 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.

CONSUMER PROTECTION ACT

In the event that this agreement is subject to the provisions of the Consumer Protection Act 68 of 2008, then in such event the **SELLER** and the **PURCHASER** hereby incorporate by agreement those provisions of the Act that are applicable to this transaction.

In particular and notwithstanding anything to the contrary hereinbefore contained:

The notice for any breach by the **PURCHASER** shall be 20 working days.

The cooling off provisions contained in section 16 of the Act shall apply only if this transaction arose as a result of direct marketing.

THE PROPERTY WAS PUT UP FOR SALE BY PUBLIC AUCTION ON THE 27TH – 28TH DAY OF JANUARY 2026

And sold by the rise for the amount of R _____

(words) _____

(PLUS VALUE ADDED TAX IF APPLICABLE)

COMPANY/ CLOSE CORPORATION/ TRUST/ OTHER _____

(hereinafter referred to as the "PURCHASER")

ENTITY REGISTRATION NO.: _____

ENTITY ADDRESS: _____

TELEPHONE DETAILS: (landline) _____

(Fax) _____

(Email) _____

(Cell) _____

TO:

MR/MRS/MS _____

(hereinafter referred to as the "PURCHASER")

IDENTITY NO.: _____

ADDRESS: _____

TELEPHONE DETAILS: (home) _____

(Work) _____

(Fax) _____

(Email) _____

(Cell) _____

MARITAL STATUS _____ (In/Out of Community of PROPERTY)

SPOUSE'S NAME _____

SPOUSE'S ID NO _____

I, THE PURCHASER, HEREBY CONFIRM THAT THE FULL EXTENT OF MY OBLIGATIONS AND RIGHTS HEREIN HAVE BEEN EXPLAINED TO ME AND THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO MAKE THE NECESSARY ENQUIRIES IN RESPECT OF THE PROPERTY AND ALL MATERIAL ASPECTS RELATED TO THIS PROPERTY AND SALE AND THAT I UNDERSTAND THE EFFECT OF THIS AGREEMENT.

SIGNED BY THE PURCHASER AT _____ ON THE ____ DAY OF _____

AS WITNESS:

1. _____

PURCHASER (and where applicable, the signatory binding himself as surety and co-principal debtor *in solidum*)

S WITNESS:

1. _____

BIDDERS' CHOICE (PTY) LTD duly authorised (Bidders' Choice hereby accepts all the rights conferred upon it in terms of this Agreement)

Bidders Choice hereby warrants the validity of its Fidelity Fund Certificate as at the date of signature of this Agreement.

ACCEPTANCE AND CONFIRMATION

SIGNED BY THE SELLER AT _____ ON THE ____ DAY OF _____

AS WITNESS:

1. _____

SELLER (and where applicable the

SELLER is duly authorised)

SELLER'S ADDRESS:

DEED OF SURETYSHIP

I / We the undersigned, _____

ID NUMBER: _____

do hereby interpose and bind myself / ourselves as surety and co-principal debtor/s in solidum for and on behalf of the **PURCHASER** to and in favour of the **SELLER** and the **AUCTIONEER** for all the obligations of the **PURCHASER** under this agreement and in particular for all amounts of money that may be due, including damages, from whatsoever cause arising under renunciation of the benefits of division and excussion. I/We do accept *domicilium et executandi* at the address hereinafter set out.

THUS DONE AND SIGNED at _____ this _____ day of _____

AS WITNESSES:

1. _____

SURETY

2. _____

SELLER

BIDDERS' CHOICE (PTY) LTD duly authorised

SURETY ADDRESS: _____

Tel No: _____

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 _____

ANNEXURE 1
BIDDERS CHOICE (PTY) LTD
FINANCIAL INTELLIGENCE CENTRE ACT (FICA), 2001

PURCHASER PROFILE

FICA REQUIREMENTS: Natural Persons

1. South African identity document / Foreigner passport;
2. Utility bill addressed to your residential address less than 3 months (accounts for mobile phones are not acceptable);
3. South African Income Tax reference number.
4. Confirmation marital status, i.e. ANC or COP

If Married

5. Marriage certificate –
Community of property – Copy of spouses ID
Ante nuptial Contract – Copy of contract
6. Page 1 (and page 2 if necessary) reflecting the registered number and names of both parties, if your marriage is governed by the Laws of another country/state
8. Name of the country/state governing your marriage, i.e. the country where the Buyer was living at the time of the marriage with the intention of staying there permanently.

FICA REQUIREMENTS: Entities

- Person acting on behalf of the Entity must comply with paragraphs 1 to 4 above.
 - All directors / members / trustees must also comply with paragraphs 1 to 4 above
- with the following attached:

Companies:

1. CM1.
2. CM22.

Close Corporations:

1. CK1;
2. and, if applicable, CK2.

Trusts:

1. Letters of Authority / Master's Certificate;
2. Trust Deed and all amendments thereto.
3. Resolution to approve the purchase (and loan application, if applicable) taken before the Agreement of Sale was signed. (The only exception is where it is a cash transaction and all the Trustees have signed the Agreement of Sale.)

- Detailed FICA requirements for Entities or other, if applicable, will be supplied to such Purchasers, in due course.

4. PROPERTY DESCRIPTION

Erf Extent: ± 1394m²

6-Bedroom House

Ground level:

- Bedroom 1: Main bedroom with en-suite bathroom and walk in wardrobe
- Bedroom 2: En-suite bathroom and built-in cupboards
- Bedroom 3: Built-in cupboards
- Kitchen with breakfast nook
- Dining area
- Formal lounge
- Lounge with fireplace
- Additional lounge
- Bar area
- 2 Separate bathrooms

Upper level:

- Bedroom 4: Built-in cupboards
- Bedroom 5: Built in cupboards
- Bedroom 6: Built in cupboards
- Linen cupboard
- 2 Separate bathrooms

Staff quarters:

- Bedroom
- Bathroom

5. PROPERTY IMAGES



DISCLAIMER: Whilst all reasonable care has been taken to obtain the correct information, neither Bidders Choice (Pty) Ltd, nor any of its subsidiaries and related companies, not the Sellers, guarantee the correctness of the information, and none of the aforementioned will be held liable for any direct damages or loss, of whatsoever nature, suffered by any person as a result of errors or omissions in the information supplied, whether due to the negligence or otherwise of Bidders Choice (Pty) Ltd, its subsidiaries and related companies, the Seller or any other person.



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6. AERIAL IMAGES



DISCLAIMER: Whilst all reasonable care has been taken to obtain the correct information, neither Bidders Choice (Pty) Ltd, nor any of its subsidiaries and related companies, not the Sellers, guarantee the correctness of the information, and none of the aforementioned will be held liable for any direct damages or loss, of whatsoever nature, suffered by any person as a result of errors or omissions in the information supplied, whether due to the negligence or otherwise of Bidders Choice (Pty) Ltd, its subsidiaries and related companies, the Seller or any other person.

7. COPY OF TITLE DEED

65-54

UITVOERING - EXECUTION

A. VIR AKTEKANTOOR GEBRUIK / FOR DEEDS OFFICE USE

(a) Datum van indiening
Date of lodgement

(b) Gelyktydiges nie ingedien nie
Simults not lodged

(c) Regstellings
Rectifications

156
TEL: 315-685

30/11/2001

FINAL BLACKBOOK
LODGE
15 NOV 2001

LODGE

Ondersoekers/Examiners	Kamer/Room	Skakeling Linking	Reël Rule	Passer Passed
1. LAWRENCE SEGON	A 297	31		
2. M. MOORE	205			
3.				

**B. (a) VIR AKTEBESORGER SE GEBRUIK
FOR CONVEYANCER'S USE**

Verwysing No./Reference No.

089140899/2001

T

Skakeling/Linking

3 1

GELYKTYDIGES/SIMULTS

Kode Code	Naam van Partye Names of Parties	Firma Firm No.	No. in Stel/batch	Titels ens. binne Titles etc. within
1	Roburte/magde	156	1	BC will lodge original title deed.
2	"	156	2	
3	B magde/Roburte	156	3	
4				
5				
6				
7				
8				
9				
10				

**(b) GELYKTYDIGES MET ANDER REGISTRASIEKANTORE/DEELTITELS:
SIMULTS WITH OTHER REGISTRIES/SECTIONAL TITLES:**

Kode Code	Firma/Firm	Eiensdome/Property	Kantoor/Office
1			
2			
3			
4			

Registrasie Versoek deur/Registration requested by:

Datum/Date:

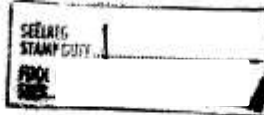
6 007175 045229

00001091888

HORTONS STATIONERY - T FILE

156

Theo Tromp Attorneys
First Floor
Unit 10 Burnside Island
410 Jan Smuts Avenue
CRAIGHALL



Prepared by me

Gordon K

CONVEYANCER
GORDON K

VERBIND		MORTGAGED	
VR FOR R			
B	91680 (2001)	<i>[Signature]</i>	
29 11 2001		REGISTRAR OF DEEDS	



DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

~~THEODORE AVEL TROMP~~

Cynthia du Toit

appeared before me, REGISTRAR OF DEEDS at PRETORIA, he the said
Apparator being duly authorised thereto by a Power of Attorney signed at GOLD
COAST QUEENSLAND on 4TH SEPTEMBER 2001 and granted to him by

ADELE SHARON PADOMITZ

Identity Number

Married out of community of property

2001-12-12



And the Appearer declared that his said principal had truly and legally sold and that he, the said Appearer, in his capacity aforesaid, did, by these presents, cede and transfer, to and on behalf of

MORWANA BERNARD MAGABE

Identity Number

and

MAMA JOSEPHINE MAGABE

Identity Number:

Married in community of property to each other

their Heirs, Executors, Administrators or Assigns, in full and free property

ERF 346 HURLINGHAM EXTENSION 5 TOWNSHIP, REGISTRATION
DIVISION I.R., THE PROVINCE OF GAUTENG;

MEASURING 1394 (ONE THOUSAND THREE HUNDRED AND NINETY
FOUR) Square Metres.

*First registered and still held by deed of transfer No T 40617/92
with General Plan Sg no A10406 relating thereto.*

SUBJECT TO THE FOLLOWING CONDITIONS:

- A.1** Subject to a reservation of all rights to base minerals, precious metals, precious stones and natural oil (all as defined in Section 1 of the Mining Rights Act No. 20 of 1967) in favour of GENERAL MINING UNION CORPORATION LIMITED (No. T1232) its successors in title or assigns, in respect of which rights Certificate of Mineral Rights No. K.1775/1985 R.M. was registered on the 21st June, 1985.
- A.2** Subject to a reservation of Real Rights in favour of General Mining Union Corporation Limited, its Successors in Title or assigns, in respect of which Certificate of Real Rights No. K1776/1985 was issued in terms of Section 64(2)(b) and registered on 21st June 1985.
- B. (a)** The erf is subject to a servitude, 2 metres wide, in favour of the local authority, for sewerage and other municipal purposes, along any two boundaries other than a street boundary and, in the case of a pan-handle erf, an additional servitude for municipal purposes, 2m wide, across the access portion of the erf, if and when required by the local authority. Provided that the local authority may dispense with any servitude.
- (b)** No building or other structure shall be erected within the aforesaid servitude area and no large-rooted trees shall be planted within the area of such servitude or within 2 metres thereof.
- (c)** The local authority shall be entitled to deposit temporarily on the land adjoining the aforesaid servitude such material as may be excavated by it during the course of the construction, maintenance or removal of such sewerage mains and other works as it, in its discretion may deem necessary and shall further be entitled to reasonable access to the said land for the aforesaid purpose subject to any damage done during the process of the

construction, maintenance, or removal of such sewerage mains and other works being made good by the local authority.

AND SUBJECT FURTHER to such conditions as are mentioned or referred to in the aforesaid Deed/s.

WHEREFORE the Appearer, renouncing all right and title which the said

ADELE SHARON PADOWITZ, Married as aforesaid

heretofore had to the premises, did in consequence also acknowledge her to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

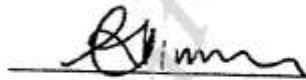
MORWANA BERNARD MAGABE and MAMA JOSEPHINE MAGABE, Married as aforesaid

their Heirs, Executors, Administrators or Assigns, now are and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of
and the date of sale to be
19 July 2001.

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer q.q., have subscribed to these presents and have caused the Seal of Office to be affixed thereto.

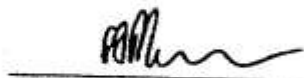
THUS DONE AND EXECUTED at the Office of the Registrar of Deeds at Pretoria on

29 11 2001



q.q.

In my presence

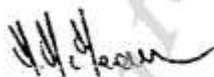


REGISTRAR OF DEEDS



I, the undersigned Marcella McMenamin, Attaché at the High Commission of the Republic of South Africa, Canberra, hereby certify that the signature and seal, duly marked with an "X" on the document attached, are properly on record in this High Commission and are those of John William McDonald, in Surfers Paradise Notary Public of Queensland, who is duly authorised to authenticate documents such as this under the law of Australia.

These Documents were united and sealed with the seal of this High Commission.


Attaché

10 September 2001



156

Theo Tromp Attorneys
First Floor
Unit 10 Burnside Island
410 Jan Smuts Avenue
CRAIGHALL

1-5-0
①
Prepared by me


CONVEYANCER
GORDON K

POWER OF ATTORNEY TO TRANSFER

I, the undersigned

ADELE SHARON PADOWITZ
Identity Number
Married out of community of property ✓

do hereby nominate, constitute and appoint **KEITH GORDON**
with power of substitution to be the true and lawful Attorney/s and Agent/s of the
Transferor to appear before the REGISTRAR OF DEEDS at Pretoria and there to
declare that we did on 19 July 2001 sell to:-

MORWANA BERNARD MAGABE
Identity Number
and
MAMA JOSEPHINE MAGABE
Identity Number
Married in community of property to each other ✓

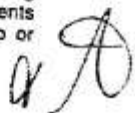
for the sum of
the following property, namely -

ERF 345 HURLINGHAM EXTENSION 5 TOWNSHIP, REGISTRATION
DIVISION I.R., THE PROVINCE OF GAUTENG

MEASURING: 1394 (ONE THOUSAND THREE HUNDRED AND NINETY
FOUR) Square Metres

HELD BY Deed of Transfer No. T40417/92 ✓

and further cede and transfer the said property in full and free property to the said
Transferee; to renounce all right, title and interest which the Transferor heretofore
had in and to the said property, to promise to free and warrant the said property
and also to clear the same from all encumbrances and hypothecations according
to law, to draw, sign and pass the necessary acts and deeds, or other instruments
and documents; and generally, for effecting the purposes aforesaid, to do or



cause to be done whatsoever shall be requisite, as fully and effectually, to all intents and purposes, as the Transferor might or could do if personally present and acting therein; therein; hereby ratifying, allowing and confirming all and whatsoever the said Agent/s shall lawfully do or cause to be done in the premises by virtue of these presents.

GOLD COAST QUEENSLAND
Signed at JOHANNESBURG on 4th September 2001 in the presence of the undersigned witnesses.

AS WITNESSES:

1. [Signature]

MARY PUBLIC
FOR THE STATE OF
QUEENSLAND

[Signature]
ADELE SHARON PADOWITZ

WITNESS

[Signature]

WITNESS

[Signature]

THEO TROMP 156 TRANSFEROR (Seller) ADELE SHARON PADOWITZ, Identity Number TEL: 315-3685	SOUTH AFRICAN REVENUE SERVICE TRANSFER DUTY — FORM B DECLARATION BY PURCHASER	Rev 684 PART I
TRANSFEREE (Purchaser) MORWANA BERNARD MAGABE, Identity Number and MAMA JOSEPHINE MAGABE Identity Number		
DESCRIPTION OF PROPERTY ERF 346 HURLINGHAM EXTENSION 5 TOWNSHIP, REGISTRATION DIVISION I.R., THE PROVINCE OF GAUTENG; MEASURING 1394 (ONE THOUSAND THREE HUNDRED AND NINETY FOUR) Square Metres		
Postal Code of district in which property is situated		
Date of transaction: 19 July 2001	Consideration	
TRANSFER DUTY PAID BY: Theo Tromp Attorneys (Ref: NO/Come Sephton)		
Postal address: First Floor, Unit 10 Burnside Island, 410 Jan Smuts Avenue, CRAIGHALL, 2496		
FOR OFFICIAL USE		
Transfer duty paid on R	Being <i>Purchase Price</i>	
Act under which duty charged		
Seal defacing stamp of SOUTH AFRICAN REVENUE SERVICE	Receiver of Revenue	CASH REGISTER RECEIPT 2001-12-01 2001-12-01 2001-12-01 2001-12-01 2001-12-01 2001-12-01
REPRODUCED UNDER GOVERNMENT PRINTERS COPYRIGHT AUTHORITY NO. 9065 OF 17 FEBRUARY 1990		

③

THEO TROMP
156
 TEL: 011-3635

SOUTHERN METROPOLITAN LOCAL COUNCIL

CITY OF JOHANNESBURG
 14 NOV 2001

Clearance Certificate **CC048867**

THIS IS TO CERTIFY that all sums due in terms of section fifty of the Local Government Ordinance 1939, as amended, in respect of the land or the right in land described hereunder, have been paid to the council

Stand 346 HURLINGHAM EXT 5

Suburb _____

Registered in the name of PADOWITZ AS

This certificate is valid until 30 NOVEMBER 2001

Given under my hand at Johannesburg this 14TH day of Nov 2001


 THEO TROMP
 FOR FINANCE
 REVENUE COLLECTION

(E & O.E.)

DRS01016 Prod DEEDS REGISTRATION SYSTEM - PRETORIA ④ DATE : 20011116 TIME : 08:27:55.6 PAGE : 1

TRACK NUMBER : 1091000

BLACK-BOOKING ENQUIRY ON NAME - PADONITZ ADELE SHARON
ID NUMBER - 5101054004007
BIRTH DATE - 19510805
MARITAL STATUS - MARRIED OUT
MAIDEN NAME - LYONS
TYPE OF PERSON - PRIVATE PERSON

PERSON NAME AND ID	CONTRACTS/EXTENDICTS	NOTED ON MICROFILM REF
PADONITZ ADELE SHARON	5101054004007 H21/1971	6

*** END OF REPORT ***

For Information Only

DRS01016 Prod DEEDS REGISTRATION SYSTEM - PRETORIA (5) DA : 20011116 TIME : 08:27:59.8 PAGE : 1

TRACK NUMBER : 1091888

PROPERTY DETAILS PRINT FOR PORTION 0

ERF NO 340

TOWNSHIP HURLINGHAM EXT 5

NEG DIV 1R

PROVINCE GAUTENG

PREV DESCRIPTION T40417/1992

DIAGRAM DEED NO 1394/508

EXTENT

CLEARANCE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY

INTERESTS

DOCUMENTS - BIC

877671/1998

HOLDER & SHARE

STANDARD BANK OF SOUTH AFRICA LTD

AMOUNT R500000.00

D/P/A

MICROFILM REF 1998 1982 1977

1987

OWNER DETAILS

FULL NAME & SHARE

PROBETZ ABELE SHARON

PURCH DATE 19881211

AMOUNT/REASON R62000

D/P/A IDENTITY

5191858084087

TITLE DEED T40417/1992

1988

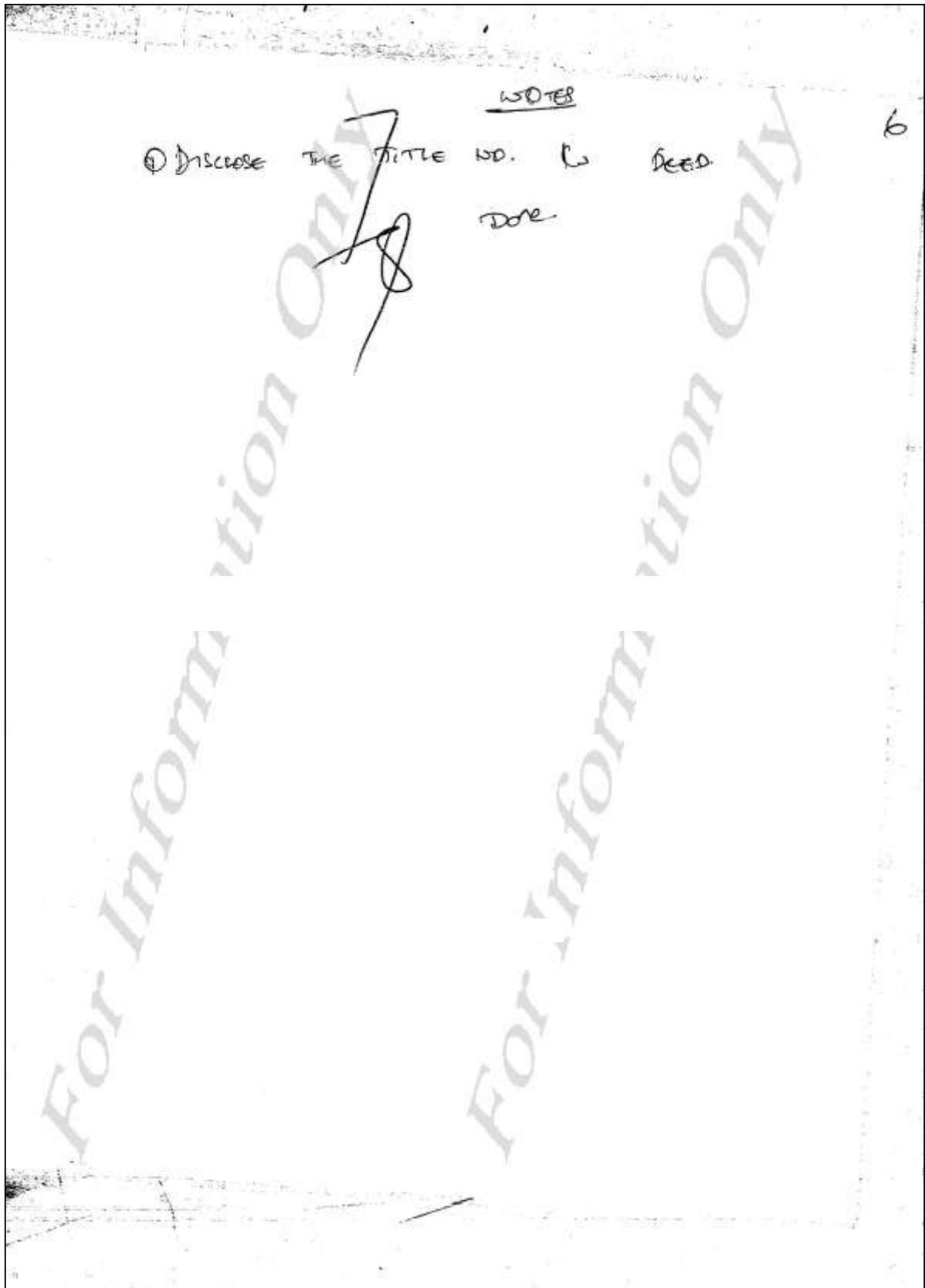
MICROFILM REF 1998 1982 1972

6506

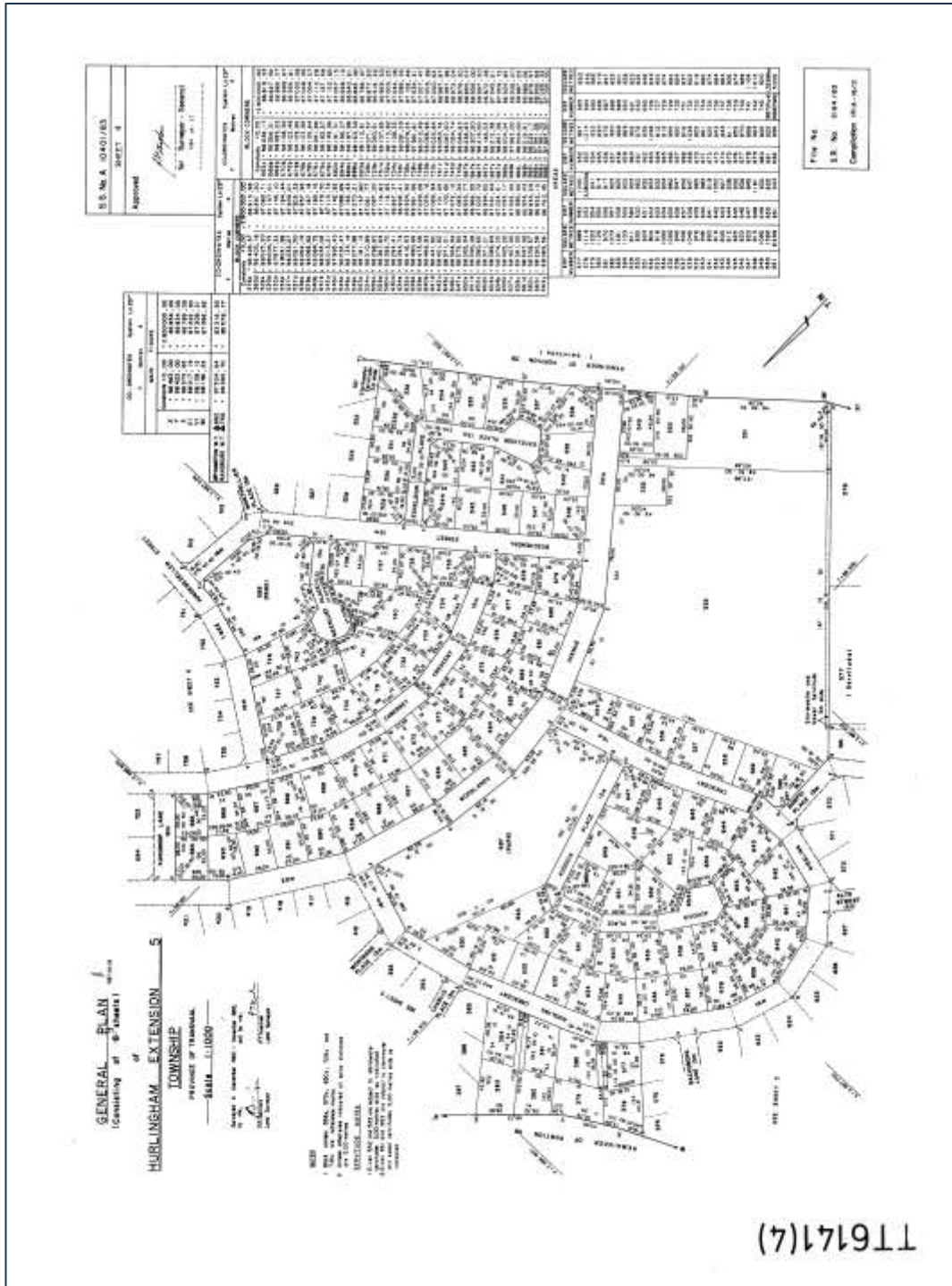
* D/P/A - 0 - MULTIPLE OWNER P - MULTIPLE PROPERTY A - MULTIPLE OWNER AND PROPERTY

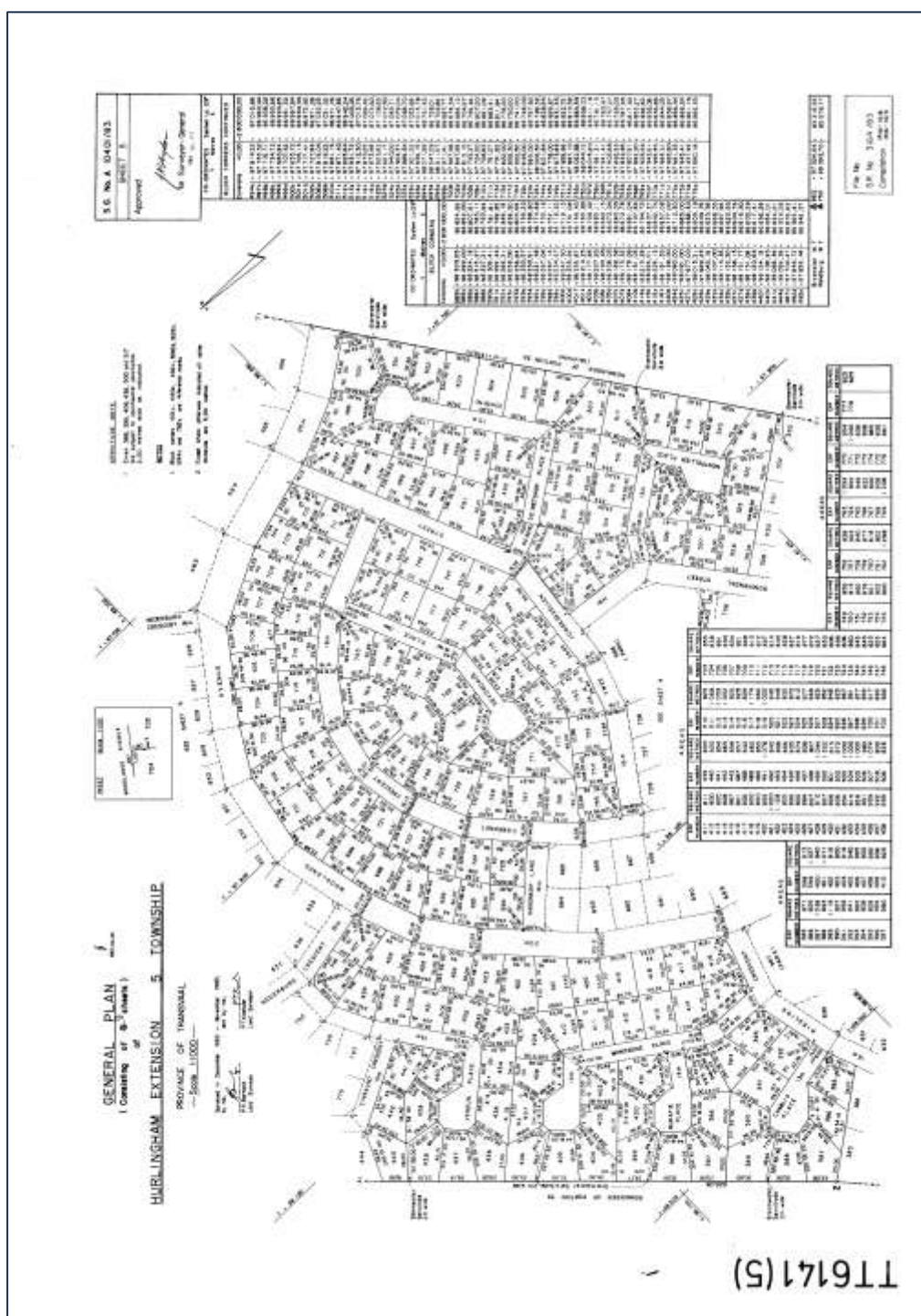
*** END OF REPORT ***

Q

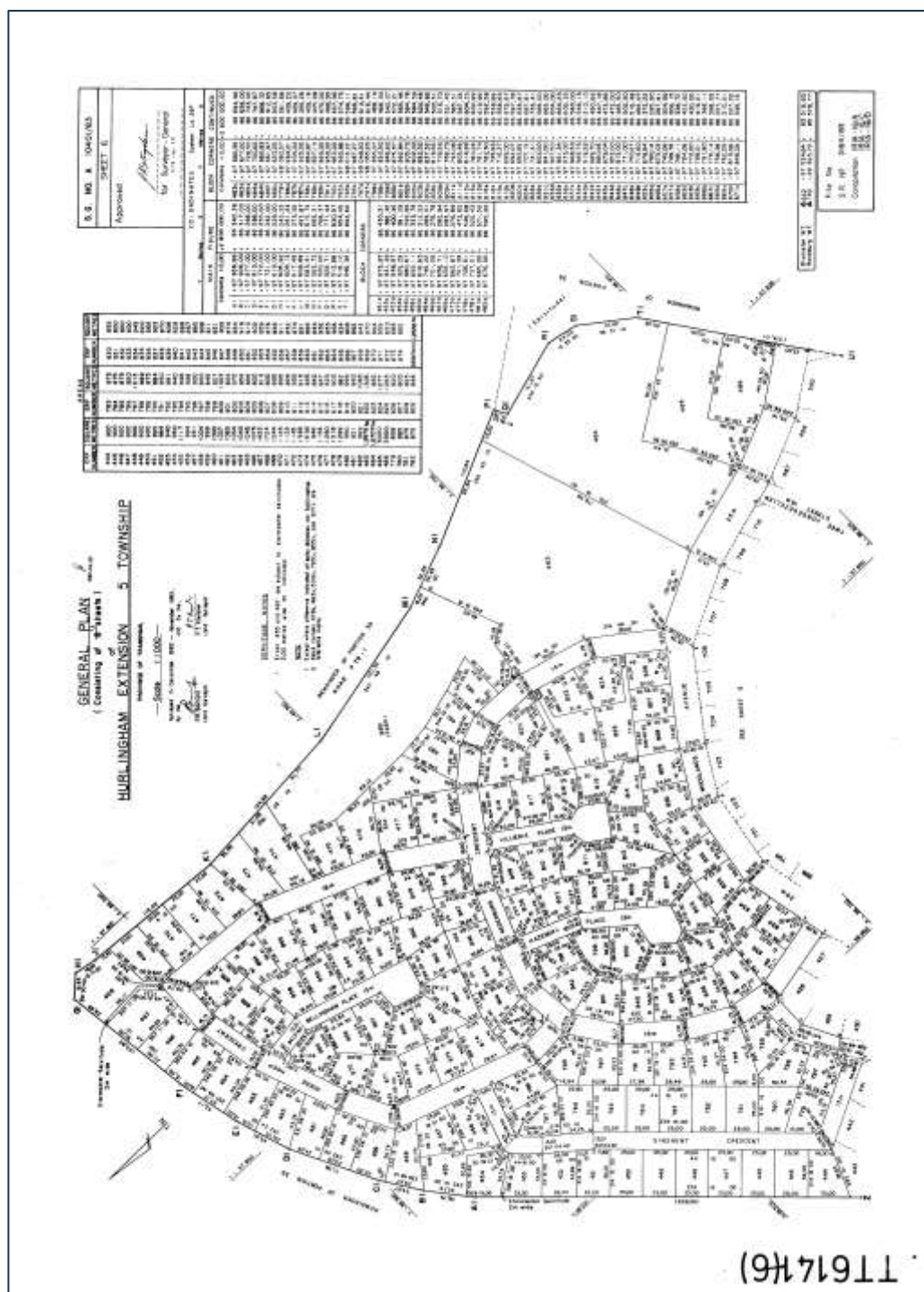


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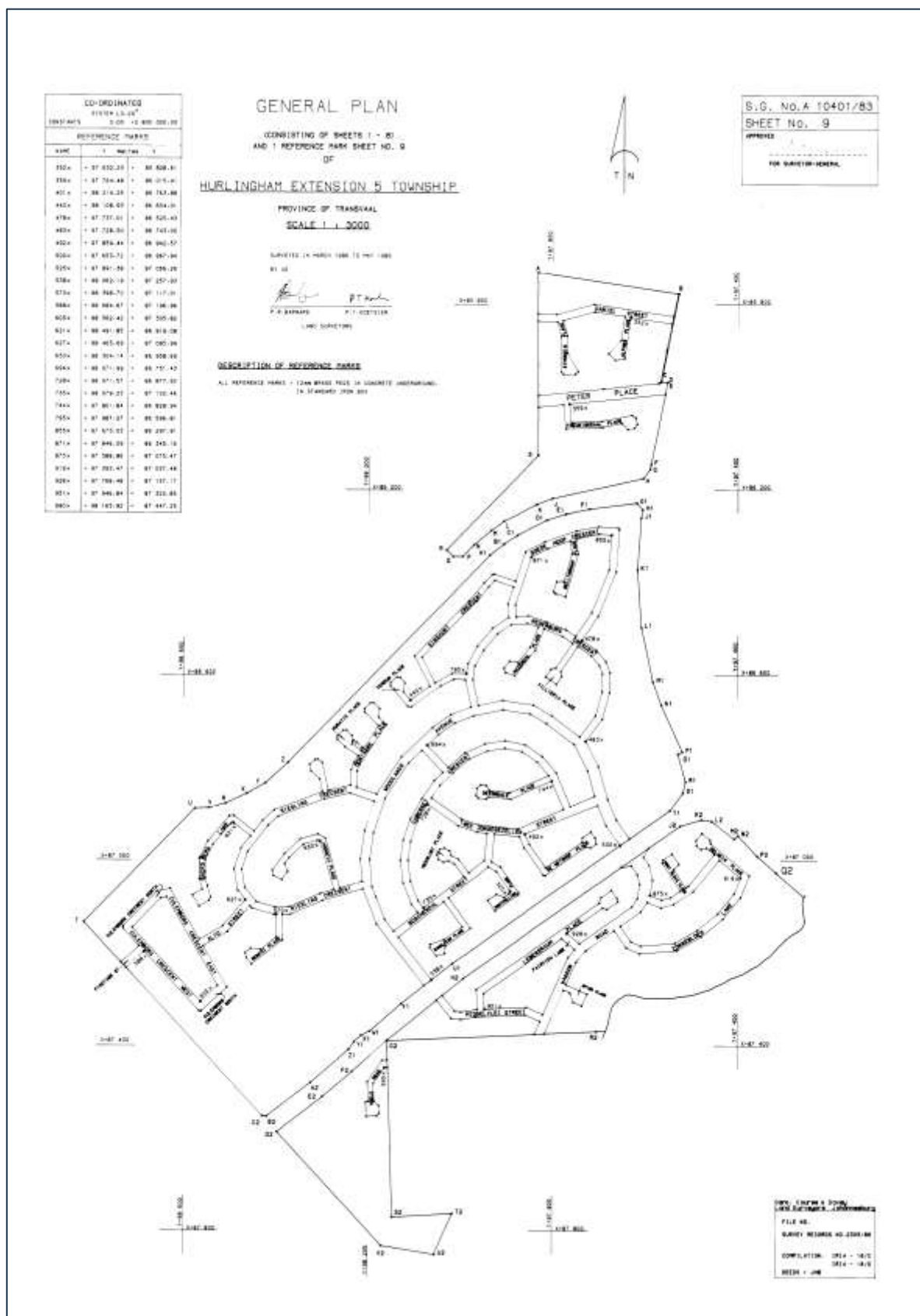




DISCLAIMER: Whilst all reasonable care has been taken to obtain the correct information, neither Bidders Choice (Pty) Ltd, nor any of its subsidiaries and related companies, not the Sellers, guarantee the correctness of the information, and none of the aforementioned will be held liable for any direct damages or loss, of whatsoever nature, suffered by any person as a result of errors or omissions in the information supplied, whether due to the negligence or otherwise of Bidders Choice (Pty) Ltd, its subsidiaries and related companies, the Seller or any other person.



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A10401/1983 - Additional Notes

Erf 483 & 484 consolidated now Erf 1086, S.G.No. 7261/2009
ERF 865-FRAMED, S.G.No. 2763/2010
Erf 406 Framed SG.No.2029/2017
Erf 897 Framed, S.G.No. 211/2022
ERF 896 - D389/2022

9. COPY OF MUNICIPAL ACCOUNT



a world class African city

Computer generated

COPY OF TAX INVOICE
M B & M J MAGABE
PO Box 1703
ALPHEN PLACE
2060

You can contact us in the following ways

2 Phone:

Tel: 0860 56 28 74
Fax: (011) 358-3403/9

✓ Correspondence:

P O BOX 5000
JOHANNESBURG
2000

✉ E-mail:

joburgconnect@joburg.org.za

VAT NO: CITY OF JOHANNESBURG: 4760117194
VAT NO: JOHANNESBURG WATER: 420191277

Date	2025/12/02
Statement For	December 2025
Physical Address	7 ALPHEN PLACE
Stand No./Portion	00000346 - 00000 - 00
Township	HURLINGHAM EXT.5

Stand Size	Number of Dwellings	Date of Valuation	Portion	Municipal Valuation	Region
1394 m2	1	2023/07/01	B1	Market Value R5,643,000.00	Region

Invoice Number: 52006594495

Next Reading Date: 2025/12/17

Client VAT Number:

Deposit: R 0.00

Account Number:

PIN CODE:

Previous Account Balance

575,084.07

Sub Total

575,084.07

Interest on Arrears

223.90

Current Charges (Excl. VAT)

5,268.15

VAT @ 15%

155.75

90 DAYS+	60 DAYS	30 DAYS	CURRENT	INSTALLMENT PLAN	TOTAL AMOUNT OUTSTANDING	Total Due
563,177.43	5,934.19	5,972.45	5,667.80	0.00	580,751.87	580,751.87
						Due Date
						2025/12/17

COJ Debt Relief Programme Phase 4 is now open (1 Nov 2025 to 31 Oct 2026). Apply & reduce what you owe. Visit: www.joburg.org.za and click on Debt Relief icon.

You are hereby notified that unless immediate payment of the outstanding amount is made the Council will issue instruction to cut off services and institute legal action.

Do you have a longstanding or unresolved service delivery-related issue with the City of Johannesburg? You may lodge your complaint today with the Office of the Ombudsman by contacting us 010 288 2800/emailing complaints@joburgombudsman.org.za



Remittance Advice:

This stub must accompany payment.
Please do not detach if paying at the post office.

Date: 2025/12/02 M B & M J MAGABE

Acc. No.: 7 ALPHEN PLACE



EasyPay 91115 2020226029



Postal Office 0146 202022602



City of Johannesburg Banking details:

Internet Banking - Use the banks pre-loaded Company details
SBSA branch deposits - CIB no AA46 to be used in place of bank acc. nr.
Client Account No/Deposit Reference 202022602



516008800111159 20202260204

Total Due	580,751.87
Due Date	2025/12/17



Account Number:

City of Johannesburg Property Rates	VAT 4760117194	Sub - Total	Total Amount
Category of Property: Property Rates Residential		4,488.42 -238.62 0.00	4,249.80

City Power Electricity	VAT 4710191182	Sub - Total	Total Amount
Prepaid Electricity VAT: 15.00%		0.00 0.00	0.00

Johannesburg Water Water & Sanitation	VAT 4270191077	Sub - Total	Total Amount
Category of Water: Availability - Residential (Period - 2025/11/05 to 2025/12/02 - 28 days) Water charge @ R 552.35 VAT: 15.00%		552.35 82.85	635.20

PIKITUP Refuse	VAT 4790191292	Sub - Total	Total Amount
Refuse Residential (Billing Period 2025/12) VAT: 15.00%		486.00 72.90	558.90

Current Charges (Including VAT)

5,443.90

Where can a payment be made?

Any CoJ Office; and Post Office; and EasyPay site; any bank (branch, ATM or internet site).

YOUR ACCOUNT NUMBER IS YOUR REFERENCE NUMBER

How to make a payment:

By debit order, cash or debit card

KEEP ALL RECEIPTS FOR FUTURE REFERENCE

When to make a payment

Payments must reach the CoJ on or before the due date.

Change of address

This must be done timeously, in writing and submitted to any CoJ Municipal Regional Office.

Terminating electricity and water services?

This must be done in writing 7 working days before the date you want your services terminated and submitted to any CoJ Municipal Regional Office.

NOTES

[illegible]

