

**CONDITIONS OF SALE**

(SALE BY PUBLIC AUCTION)

Conducted by: -

Peter Maskell Auctions CC  
47 Ohrtmann Road, Willowton, Pietermaritzburg  
(“The **Auctioneer**”)

Acting on instructions from and as agents for  
Imran Dinath N.O., Claudine Judith Lombard N.O. and Shuaib Mahomed N.O.  
Acting under the Certificate of Appointment issued by the Master of the High Court of South Africa,  
Master’s Reference No: T000043/2023

And being appointed as the duly joint appointed Provisional Trustees of the Insolvent Estate of:

Andries Johannes Jacobus Bezuidenhout (6301315136081)

and

Yvonne Bezuidenhout (6704110103083)

(Hereinafter referred to as “the **Seller**”)

Upon which the auctioneer, duly authorized by the seller will sell the property described as: -

Portion 5 of Erf 833 Palm Beach, Registration Division ET, Province of KwaZulu Natal in extent of  
1270sqm and known as 833/5 General Hertzog Drive, Palm Beach, Kwazulu-Natal held under Title Deed  
Number: T7107/2021  
(“The **property**”)

By public auction which shall be conducted in accordance with the rules of auction set out under paragraph  
A hereunder.

On completion of the auction, the successful bidder shall immediately furnish the auctioneer with the  
details required to complete paragraph B hereof, initial each page of the document, and annexures, and  
sign where provided at the foot of the annexure/s. The conditions of sale set out herein and in the  
annexure/s shall then become the sole and exclusive record of the terms and conditions of the sale of the  
property by the seller to the purchaser.

Initial

**A CONDUCT OF THE AUCTION SALE**

- (1) The sale shall be subject to the control of the auctioneer who shall have the sole right to regulate the advance in bidding;
- (2) A bid shall constitute an offer to purchase the property for sale at the amount bid;
- (3) The highest accepted bidder shall be the purchaser. Should any dispute arise between two or more bidders, the property may be auctioned again, or the auctioneer may choose the purchaser, his decision to this effect being final;
- (4) The auctioneer may refuse any bid without being obliged to give any reasons for such refusal and he may further withdraw the property from sale, prior to the conclusion of such sale, in which event, he shall not be liable for damages of whatever nature to any party bidding or represented at the sale whether or not the sale has been advertised;
- (5) Should the auctioneer commit any *bona fide* error in the conduct of the sale, or in his reference to the property, such error shall not be binding either upon the seller or the purchaser but shall be rectified;
- (6) Bids shall be in SA Rand;
- (7) Should the sale be subject to Value Added Tax (VAT) each bid shall be regarded as exclusive of VAT as will be the final price determined by the auction. The purchaser shall be liable to pay the VAT attracted by this transaction at the time of transfer of the property into the name of the purchaser and against production to the purchaser by the seller of a valid VAT invoice.
- (8) Should the successful bidder fail to pay the requisite deposit forthwith the auctioneer shall have the right to declare the bid nul and void and re-auction the property *de novo*.

B The purchaser is

.....  
Identity No:  
.....

Initial
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("The purchaser") of

Portion 5 of Erf 833 Palm Beach, Registration Division ET, Province of KwaZulu Natal in extent of 1270sqm and known as 833/5 General Hertzog Drive, Palm Beach, Kwazulu-Natal held under Title Deed Number: T7107/2021

Who records and confirms that he has purchased the property from the seller with effect from the date hereof

For the sum of R .....

(IN WORDS:

.....

("The purchase price") on the following terms and conditions set out in the annexure/s.

Dated at ..... on this ..... day of ..... 2024

**AS WITNESSES:**

1 .....

2 .....

.....  
**SELLER** - Imran Dinath N.O. in his capacity as the duly appointed joint Provisional Trustee of the Insolvent Estate of: Andries Johannes Jacobus Bezuidenhout (6301315136081) and Yvonne Bezuidenhout (6704110103083), Master's Reference No: T000043/2023

Initial

Dated at ..... on this ..... day of ..... 2024

**AS WITNESSES:**

1 .....

2 .....

.....

**SELLER** - Glaudine Judith Lombard N.O. in her capacity as the duly appointed joint Provisional Trustee of the Insolvent Estate of: Andries Johannes Jacobus Bezuidenhout (6301315136081) and Yvonne Bezuidenhout (6704110103083), Master's Reference No: T000043/2023

Dated at ..... on this ..... day of ..... 2024

**AS WITNESSES:**

1 .....

2 .....

.....

**SELLER** - Shuaib Mahomed N.O. in his capacity as the duly appointed joint Provisional Trustee of the Insolvent Estate of: Andries Johannes Jacobus Bezuidenhout (6301315136081) and Yvonne Bezuidenhout (6704110103083), Master's Reference No: T000043/2023

Initial
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Dated at ..... on this ..... day of  
..... 2024

**AS WITNESSES:**

1 .....

2 .....

.....

**PURCHASER**

.....

**CONSENTING SPOUSE**

Dated at ..... on this ..... day of  
..... 2024

**AS WITNESSES:**

1 .....

2 .....

.....

**AUCTIONEER**

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ANNEXURE 1

The following are the conditions of the sale by the seller to the purchaser of the property for the price all of whom/which are defined in the document to which this annexure is annexed: -

**1 PAYMENT OF THE PURCHASE PRICE**

The purchase price shall be paid by the purchaser as follows: -

- 1.1 a deposit of 15% of the purchase price shall be paid by the purchaser to the auctioneer, forthwith against signature of these conditions;
- 1.2 the balance of the purchase price shall be paid against registration of transfer of the property into the name of the purchaser and shall, in the interim, be secured by a building society or bank guarantee expressed to be payable free of exchange at Pietermaritzburg against registration of transfer of the property into the name of the purchaser and which shall be furnished to the conveyancer nominated herein within 30 days of the confirmation of the sale or paid within the same period in cash to the said conveyancer, in which event the said conveyancer shall hold such monies in an interest bearing account until date of registration of transfer, the interest to be for the benefit of the purchaser.

**2 CONFIRMATION**

- 2.1 The sale is subject to the seller confirming his acceptance of the sale to the auctioneer in writing within the period ending at midday **21 (twenty) business** days from the last date of the auction ending on Wednesday, 13<sup>th</sup> November 2024 at 12 midday.
- 2.2 The auctioneer shall be entitled to receive offers on the property during the first **7 (seven) business** days from the last date of the auction ending on Thursday, 24<sup>th</sup> October 2024 which period expires at 12 midday on the seventh day. Such offers shall be deemed to have been made on precisely the same terms and conditions as are contained in these conditions of sale.
- 2.3 The auctioneer shall forthwith give the purchaser written notice of a confirmation of the sale by pre-paid registered post or by facsimile should the purchaser have disclosed the purchaser's facsimile number in 17.1.1 hereof. During the confirmation period and the period of the giving of notice the purchaser shall not be entitled to withdraw his bid.

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- 2.4 The purchaser shall have the opportunity to match any such offer (provided that the price offered is higher than his successful bid) within 24 hours of such offer being communicated to him by the auctioneer.
- 2.5 If the auctioneer, in his discretion, believes that it is necessary to extend the confirmation period for the purpose of informing the purchaser of the increased offer and receive the purchaser's response, the confirmation period may be extended by the auctioneer by not more than 48 hours which period shall not be extended without the written agreement of the seller and the purchaser.

3 **VALUE ADDED TAX (VAT)**

In the event of the seller being a vendor for VAT purposes the aforementioned purchase price shall be the purchase price exclusive of VAT and any VAT attracted by the transaction shall be paid by the purchaser against registration of the transfer of the property into the name of the purchaser and presentation to the purchaser by the seller of a valid VAT invoice. The payment conditions referred to above shall be deemed to include payment of the VAT as if it were part of the purchase price.

4 **OCCUPATION AND POSSESSION**

- 4.1 Occupation and possession of the property will be given by the seller to the purchaser on date of registration of transfer from which date all risk and benefit in and to the property including liability for levies, taxes and the like shall pass from the seller to the purchaser.
- 4.2 Should occupation be prior to transfer, the purchaser shall pay occupational rental at a rate of 12% of the purchase price per annum payable monthly in advance from the occupation date to the date of registration of transfer.
- 4.3 The occupational rental shall be payable monthly in advance on the first day of each month save that if the date of occupation is not the first day of a month then a proportionate amount of the occupational rental shall be payable on the date of occupation for the balance of the month.

- 4.4 A pro rata adjustment to the rental shall be made on the date of registration of transfer.
- 4.5 The Seller in no way gives warranty that the Purchaser shall obtain vacant occupation, on the date of occupation as stated in clause 4.1 hereof, or at any other time. The Purchaser holds the Seller free of any liability whatsoever for his not so being able to obtain vacant occupation.

5 **RATES AND TAXES**

The seller shall be liable for all rates and taxes and other Municipal charges, howsoever arising, levied on the property for the period prior to Date of Occupation and the Purchaser shall be liable for all rates and taxes and other Municipal charges levied thereafter. The purchaser shall refund to the Seller a pro rata share of all such rates and taxes paid in advance by the Seller for the period after the date of possession, which refund shall be paid upon registration of transfer.

6 **INVESTMENTS OF DEPOSITS**

Any deposit made to the conveyancer in terms of this agreement shall be held by the conveyancer in an interest-bearing account pending registration of transfer and the interest accruing thereon shall be for the benefit of the purchaser. This agreement shall be regarded as an instruction by the parties to the conveyancer to make an investment of the deposit in terms of Section 78(2A) of the Attorneys Act No. 53 of 1979 (as amended). Any risk attached to the investment of the deposit or any portion of the purchase price shall be for the purchaser's account. Should the deposit or any portion not be available on date of registration for any reason whatsoever, the purchaser will be liable to place the seller's conveyancer in funds for any such shortfall.

7 **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 and pay such withheld portion to SARS in terms of Section 35A of the Income Tax Act, (hereinafter referred to as the 'Act") and in that regard:

- 7.1 The **SELLER** warrants that he is /is not a **RESIDENT** of the Republic of South Africa;  
(Delete whichever is not applicable)

Initial



- 7.2 The SELLER hereby indemnifies and holds harmless both the AUCTIONEER and the SELLER's attorney 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 attorney and /or AUCTIONEER , in respect of any action or inaction by them in terms of the act, on information supplied to them by the SELLER, or any other source;
- 7.3 In the event that the SELLER has warranted that he is resident, and information leads the AUCTIONEER or the SELLER's attorney to suspect that the SELLER is non-resident, the AUCTIONEER or SELLER's attorney may by notice call upon the SELLER to obtain a directive from SARS within 30(THIRTY) days as to his resident status, failing which the provision of clause 7.4.1 below shall apply.
- 7.4 In the event that the SELLER is non-resident for tax purpose upon a proper interpretation of the terms of the Income Tax Act;
- 7.4.1 The PURCHASER hereby irrevocably instructs the SELLER's attorney upon registration of transfer to withhold the prescribed percentage of the purchase price and to pay same to SARS within 14 (FOURTEEN) days.
- 7.4.2 Notwithstanding the provision of 7.4.1 above, the SELLER shall be entitled to obtain a directive from the South African Revenue Services for the non-withholding of a reduced withholding, of tax, which directive shall be delivered to the conveyancer within 21 (TWENTY-ONE) days of the date of acceptance of the agreement, failing which the SELLER shall be bound by the percentage withholdings as set out in the Act.

## 8 **REGISTRATION OF TRANSFER, COSTS**

- 8.1 Transfer of the property into the name of the purchaser shall be attended to a conveyancer as nominated by the Seller and the costs of transfer, including transfer duty shall be borne by the purchaser who shall pay such costs, including the conveyancer's estimate of the purchaser's liability for rates, upon presentation of the conveyancer's pro forma account.
- 8.2 The parties shall use their best endeavors to obtain registration of transfer within 45 days from date of acceptance.

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**9 VOETSTOOTS**

The property together with any improvements thereon is sold “voetstoots” (as it stands), the seller being absolutely free from all liability for any defect in the property or any improvement thereon, whether patent or latent, it being recorded that: -

- 9.1 The purchaser is presumed to be acquainted with the property, its nature, zoning, extent, beacons, boundaries and locality;
- 9.2 The seller shall not be liable for any deficiency in extent which may be revealed on any re-survey nor shall the seller benefit or be paid for any excess;
- 9.3 The purchaser is acquainted with all servitudes and conditions contained in the title deeds of the property and any conditions of which the purchaser has otherwise had notice;
- 9.4 The purchaser is acquainted with the condition of the buildings, improvements on the property including brickwork, roofing, all timbers, electrical and plumbing installations;
- 9.5 The purchaser declares that neither the seller nor the seller’s agent has verbally, in writing or by way of any brochure or advertising material made any representations which have induced the purchaser to purchase the property.
- 9.6 The seller does not warrant that all building plans are in order and have been approved by the relevant municipality concerned. The purchaser satisfies himself prior to entering into a sale agreement that the improvements on the property are built in accordance with approved plans and according to municipal regulations. Should the purchaser neglect to ascertain the status of the improvements prior to transfer, he will have to accept the property with the prevailing defects. The purchaser confirms he has investigated the plans and acquires the property as is, and any outstanding plans will be for the cost of the Purchaser.
- 9.7 The Mandatory Disclosure form annexed hereto sets out information pertaining to the PROPERTY which is specifically brought to the attention of the PURCHASER and is to be signed by the purchaser.

**10 COMMISSION**

- 10.1 The auctioneer’s commission in an amount of 5% plus VAT (FIVE PER CENTUM PLUS VAT) is payable by the Purchaser, will be due and payable by the PURCHASER. The amount shall be paid

Initial
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on the date of the auction and shall be due and payable to the AUCTIONEER on confirmation of the sale. The Commission constitutes a separate enforceable agreement between the AUCTIONEER and the PURCHASER with no recourse against the SELLER.

10.1 In the event that the Purchaser was introduced to the Immovable Property by any party whatsoever claiming commission on the transaction, such commission shall be the sole responsibility of the Purchaser who hereby indemnifies the Seller against any claim whatsoever by any third party relating to commission on the sale of the Immovable Property.

## 11 **CLEARANCE CERTIFICATES**

### **ELECTRICAL INSTALLATION AND COMPLIANCE CERTIFICATE**

The purchaser shall, prior to registration of transfer, acquire at its expense a Certificate of Compliance in terms of Government Regulations No. 2920/1992, issued by an accredited person who is registered with the Electrical Contracting Board of South Africa, in a form acceptable to the supplier of electricity, certifying that the electrical installation of the property is in accordance with the SABS 0142, or is reasonably safe. Should the aforesaid accredited person report that there is a fault or defect in the electrical installation, the purchaser shall be obliged, at its expense, within 21 days of receipt of such report and recommendations, to contract with an electrical contractor or any other qualified person to carry out the repairs as recommended, so as to enable the accredited person to issue the Certificate as aforesaid.

### **ENTOMOLOGISTS CERTIFICATE**

Should an Entomologist's Certificate be called for by a financial institution lending the purchaser all or part of the purchase price on the security of the property, such Certificate, and any treatment called for by the Entomologist, shall be at the expense of the purchaser.

### **WATER COMPLIANCE CERTIFICATE**

The Purchaser agrees to furnish the seller's conveyancer with a water compliance certificate to the effect that the water installation conforms to the National Building Regulations and Municipal by-laws, that there are no defects, that the water meter registers and that there is no discharge of storm water into the sewer system. The Purchaser shall, at his own cost, obtain such water compliance certificate.

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The Seller shall have no liability whatsoever should it be found that the water pipes, installations and connections are faulty in the buildings on the Property.

**GAS CERTIFICATE OF CONFORMITY**

The Purchaser agrees that there is no obligation on the Seller to furnish a Gas certificate of conformity issued under the Pressure Equipment Regulation (PER) in terms of section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993). The Purchaser shall, at his own cost, obtain such certificate of conformity.

The Purchaser undertakes that where repairs are required in order for such certificate to be issued, the Purchaser shall at his own cost, employ the services of a certified professional to effect such repairs and provide the clearance certificate to the Seller's conveyancer for the purpose of transfer of the property into the name of the purchaser.

The Seller shall have no liability whatsoever should it be found that the gas piping, installations and connections are faulty in the buildings on the Property.

**12 PURCHASER PURCHASING IN A REPRESENTATIVE CAPACITY**

12.1 Should the purchaser be entering into this agreement on behalf of a company, close corporation or trust to be formed or in the course of formation or on behalf of a company, close corporation or trust which has already been formed (all of which are referred to as "the entity") and should the entity not have adopted and ratified this agreement within 21 days of the date of signature hereof, then the purchaser shall be bound personally by this agreement.

12.2 Should the entity adopt and ratify this agreement then the purchaser shall, by his signature hereto stand as surety and co-principal debtor to the seller on behalf of the entity for all the entity's obligations to the seller in terms hereof.

12.3 In such capacity the purchaser renounces the benefits of the legal exceptions *non-numeratae pecuniae, non-causa debiti, errore calculi*, revision of accounts, no value received, *ordinis seu excussionis et divisionis, de duobus vel pluribus reis debendi* with the meaning of which the purchaser declares himself to be fully acquainted.

**13 REPAIRS AND ALTERATIONS**

Until registration of transfer the purchaser shall not be entitled to make any repairs and alterations to the property without the prior written consent of the seller.

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14 **FIXTURES AND FITTINGS**

The property is sold with the fixtures and fittings set out hereunder: -

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Unless specifically excluded fixtures and fittings shall include, burglar guards, wrought iron fixtures, pelmets, curtain rails, Venetian and canvass blinds and awnings, built-in cupboards, edge-to-edge carpeting, electrical fittings, geysers, light fittings, lamp shades, globes, TV aerials and piping.

The Seller shall however not be liable for any claims of whatever nature by the Purchaser should the aforesaid improvements and/or fixtures and fittings on the date of possession not be on the property or in the same condition as on the date of sale.

15 **CONSENT**

In the event of the consent of the Master of the High Court of South Africa (Pretoria), being required to the sale of the property by virtue of the sale being one by a liquidator or trustee who, as yet, does not have the authority of the creditors to sell the property, the seller agrees and undertakes to apply for the consent of the Master forthwith after signature of this agreement. Should the Master for any reason whatsoever refuse consent to the sale, this sale shall fall away and be regarded as *pro non scripto*.

16 **DEFAULT**

16.1 Should the purchaser be in breach of any of the terms and conditions of this agreement and remain in breach for a period of 14 (FOURTEEN) days after receipt of written notice to remedy such breach then shall the seller be entitled, without prejudice to any other relief to which the seller may be entitled, to cancel this agreement and to sue the purchaser for damages or to abide by the terms hereof and to sue the purchaser for proper performance without prejudice to any claim which the seller may have for damages.

16.2 The deposit referred to herein shall, in the purchaser's default be forfeited by the purchaser to the seller at the parties' reasonable equitable pre-estimate of the seller's liquidated damages. This clause shall be severable from the agreement if found for any reason, to be unenforceable.

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**17 MISCELLANEOUS MATTERS**

17.1 Addresses & Notices

17.1.1 For the purposes of this agreement, including the giving of notices and the serving of legal process, the parties chose *domicilium citandi et executandi* (“domicilium”) as follows: -

THE SELLER:

Tswelopele Trust and Asset Management  
C/o Mr. Imran Dinath in his capacity as Trustee in Insolvent Estate of: Andries Johannes Jacobus Bezuidenhout (6301315136081) and Yvonne Bezuidenhout (6704110103083)  
Loftuspark, 416 Kirkness Street, Arcadia, Pretoria, 0007, Block B, Floor 2, Flexi Suites, Office 5  
Tel: 012-493-0414/5  
Email: [nadiap@ttrust.co.za](mailto:nadiap@ttrust.co.za)

THE PURCHASER:

1) Physical Address:

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2) Postal Address:

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3) Telephone Number

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4) Fax Number:

.....

5) E-mail:

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17.1.2 A party may at any time change that party’s domicilium by notice in writing provided the new *domicilium* is in the Republic of South Africa and consists of or includes a physical address at which process can be served.

17.1.3 Any notice given in accordance with this agreement shall be delivered by hand or sent by pre-paid registered post or sent by telefax to the domicilium chosen by the party concerned.

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17.1.4 A notice given as set out above shall be deemed to have been duly given if delivered, on the date of delivery; if sent by post, 10 (TEN) days after posting; if sent by telefax 1 (ONE) hour after the time of transmission of the telefax provided that the telefax is transmitted between the hours of 08h00 and 15h30 on a normal working day.

**18 ENTIRE CONTRACT**

This agreement constitutes the entire contract between the parties with regard to the matters dealt with in this agreement and no representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties.

**19 VARIATION & CANCELLATION**

No agreement varying, adding to, deleting from or cancelling this agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.

**20 INDULGENCES**

No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement, accordingly, that party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

**21 PROHIBITION TO SELL OR CEDE**

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.

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Dated at ..... on this ..... day of  
..... 2024

**AS WITNESSES:**

1 .....

2 .....

.....

**SELLER** - Imran Dinath N.O. in his capacity as the duly appointed joint Provisional Trustee of the Insolvent Estate of: Andries Johannes Jacobus Bezuidenhout (6301315136081) and Yvonne Bezuidenhout (6704110103083), Master's Reference No: T000043/2023

Dated at ..... on this ..... day of  
..... 2024

**AS WITNESSES:**

1 .....

2 .....

.....

**SELLER** - Glaudine Judith Lombard N.O. in her capacity as the duly appointed joint Provisional Trustee of the Insolvent Estate of: Andries Johannes Jacobus Bezuidenhout (6301315136081) and Yvonne Bezuidenhout (6704110103083), Master's Reference No: T000043/2023

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Dated at ..... on this ..... day of  
..... 2024

**AS WITNESSES:**

1 .....

2 .....

.....

**SELLER** - Shuaib Mahomed N.O. in his capacity as the duly appointed joint Provisional Trustee of the Insolvent Estate of: Andries Johannes Jacobus Bezuidenhout (6301315136081) and Yvonne Bezuidenhout (6704110103083), Master's Reference No: T000043/2023

**FOR THE PURCHASER**

Dated at ..... on this ..... day of  
..... 2024

**AS WITNESSES:**

1 .....

2 .....

.....

**PURCHASER**

.....

**CONSENTING SPOUSE**

Dated at ..... on this ..... day of  
..... 2024

**AS WITNESSES:**

1 .....

2 .....

.....

**AUCTIONEER**

Initial
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**INFORMATION FOR CONVEYANCER AND ADMINISTRATION  
PURCHASER SPOUSE/CO-PURCHASER**

**IN THE EVENT OF THE PURCHASER BEING A NATURAL PERSON:**

SURNAME \_\_\_\_\_

FIRSTNAMES \_\_\_\_\_

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 NUMBER \_\_\_\_\_

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**INFORMATION FOR CONVEYANCER AND ADMINISTRATION**

**IN THE EVENT OF THE PURCHASER BEING A COMPANY / CC:**

COMPANY NAME

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REGISTRATION NUMBER

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DIRECTORS FULL NAMES, SURNAMES &  
IDENTITY NUMBERS

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COPY OF RESOLUTION

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INCOME TAX NUMBER

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VAT NUMBER

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CONTACT NUMBERS

(H)

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(W)

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(CELL)

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EMAIL ADDRESS

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REGISTERED ADDRESS

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REGISTERED POSTAL ADDRESS

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Initial

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**INFORMATION FOR CONVEYANCER AND ADMINISTRATION**

**IN THE EVENT OF THE PURCHASER BEING A TRUST:**

TRUSTEES FULL NAMES, SURNAMES &  
IDENTITY NUMBERS

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**COPY OF LETTER OF AUTHORITY**

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COPY OF LETTER OF AUTHORITY

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INCOME TAX NUMBER

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VAT NUMBER

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CONTACT NUMBERS

(H)

---

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(W)

(CELL)

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EMAIL ADDRESS

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REGISTERED ADDRESS

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REGISTERED POSTAL ADDRESS

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## **Mandatory Disclosure Form: IMMOVABLE PROPERTY CONDITION REPORT**

### **Disclaimer**

This condition report concerns the immovable property situated at *Portion 5 of Erf 833 Palm Beach, Registration Division ET in the Ray Nkonyeni Municipality in the Province of Kwazulu-Natal in extent of 1270sqm and known as 833/5 General Hertzog Drive, Palm Beach, Kwazulu-Natal held under Title Deed Number: T7107/2023* ("the property").

This report does not constitute a guarantee and/or warranty of any kind or nature by the owner of the property or by the property practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the property.

### **Seller's information**

Tswelopele Trust and Asset Management

C/o Mr. Imran Dinath in his capacity as Trustee in Insolvent Estate: Andries Johannes Jacobus and Yvonne Bezuidenhout

Loftuspark, 416 Kirkness Street, Arcadia, Pretoria, 0007, Block B, Floor 2, Flexi Suites, Office 5

Tel: 012-493-0414/5

Email: [nadiap@trust.co.za](mailto:nadiap@trust.co.za)

### **Definitions**

"am aware" mean to have notice or knowledge; while

"defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired and/or removed and/or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the property.

### **Disclosure of information**

The seller of the property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the property may rely on such information when deciding whether, and on what terms, to purchase the property. The seller hereby authorizes the appointed property practitioner marketing the property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the property.

### **Provision of additional information**

The seller represents that to the best of his/her knowledge the responses to the statements in respect of the property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the owner have responded to any of the statements with a "yes", the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the reason(s) why the response to the statement concerned has been reflected as a "yes".

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## Statement concerning the condition of the property

	Yes	No	N/A
I am aware of defects in the roof.		x	
I am aware of defects in the electrical systems.		x	
I am aware of defects in any part of the plumbing systems, including any defects pertaining To the swimming pool, if any.	x		
I am aware of defects in the heating and/or air conditioning systems, including air filters and humidifiers.		x	
I am aware of defects in the septic system or other sanitary disposal systems.		x	
I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps.		x	
I am aware of any structural defects in the property.		x	
I am aware of boundary line disputes, encroachments or encumbrances including a joint driveway.		x	
I am aware that remodelling or refurbishment has affected the structure of the property.		x	
I am aware that any additions and/or improvements made to and/or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained.		x	
I am aware that a structure on the property has been designated as a historic building.		x	

### Additional comments

Some of the copper piping on the exterior of the dwelling has been stolen and would need to be replaced.

The general condition of the property is fair with dated fixtures and fittings and general cosmetic repairs required throughout.

Peter Maskell Auctions CC has been instructed by the Trustees of the Insolvent Estate to sell the Property and Peter Maskell Auctions and/or the Trustees have no knowledge of any latent defects in the Property and makes no representations regarding the condition of the Property.

The Purchaser acknowledges that he/she/it has been informed that professional expertise and /or technical skill and knowledge may be required to detect defects and/or deficiencies in the Property and non-compliance aspects concerning the Property. The Purchaser is to obtain his/her/its own professional advice and/or undertake a professional inspection of the Property. The Purchaser waives any claims against Peter Maskell Auctions and/or the Trustees as he/she/it may otherwise have had, and as may have otherwise arise from its/their response to the Statements above.

### Seller's certification

The Seller hereby certifies that the information provided in this report is, to the best of the Seller's knowledge and belief, true and correct as at the date when the Seller signs this report.

Initial
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### **Certification by person supplying information**

If a person other than the owner of the property provides the required information that person must certify that he/she is duly authorized by the Seller to supply the information and that he/she has supplied the correct information on which the Seller relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.


### **Notice regarding advice or inspections**

Both the Seller as well as potential buyers of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

### **Buyer's acknowledgement**

- The prospective buyer acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliance aspects concerning, the property.
- The prospective buyer acknowledges receipt of a copy of this statement.

Thus done and signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2024

  
\_\_\_\_\_  
Property practitioner  
Certificate no. 2023219026  
Duly authorized by the Seller to provide the supplied information.

\_\_\_\_\_  
Prospective purchaser

\_\_\_\_\_  
Prospective purchaser

Initial
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**EXTRACT FROM THE MINUTES OF A MEETING OF THE MEMBERS/ DIRECTORS/ TRUSTEES OF:**

NAME OF CLOSE CORPORATION/  
COMPANY/ TRUST: .....

REGISTRATION NUMBER .....

MEETING HELD AT ..... ON ..... DAY OF ..... 2024

IT IS RESOLVED THAT:  
.....  
.....  
.....

1. The CLOSE CORPORATION/ COMPANY/ TRUST buys the following immovable  
PROPERTY:

Erf description	Portion 5 of Erf 833 Palm Beach, Registration Division ET in the Ray Nkonyeni Municipality in the Province of Kwazulu-Natal in extent of 1270sqm and known as 833/5 General Hertzog Drive, Palm Beach, Kwazulu-Natal held under Title Deed Number: T7107/2023
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FROM the Insolvent estate of	Andries Johannes Jacobus and Yvonne Bezuidenhout
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Purchase price (Excluding VAT and transfer Duty)	R .....
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Purchase price in words	.....
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2. That ..... in his capacity as member/ director/ trustee be and is hereby authorized to execute and sign all documents necessary to give effect to the above resolution

Certified a true copy,

..... <b>MEMBER/ DIRECTOR/ TRUSTEE</b>	..... <b>MEMBER/ DIRECTOR/ TRUSTEE</b>
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..... <b>MEMBER/ DIRECTOR/ TRUSTEE</b>	..... <b>MEMBER/ DIRECTOR/ TRUSTEE</b>
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Initial
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## **FICA REQUIREMENTS:**

### **Natural Persons**

1. South African identity document (foreigners: 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. unmarried or married

### **If Married**

- **If IN COMMUNITY OF PROPERTY (no antenuptial contract)**
  - ✓ Marriage certificate.
  - ✓ S.A. identity document (foreigner: passport) of your SPOUSE.
- **If OUT OF COMMUNITY OF PROPERTY (by Antenuptial Contract ("ANC"))**
  - ✓ Marriage certificate.
  - ✓ 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**
  - ✓ S.A. identity document (foreigner: passport) of your SPOUSE;
  - ✓ Name of the country/state governing your marriage, i.e. the country where the husband was living at the time of the marriage with the intention of staying there permanently.

### **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**

### **PLUS THE FOLLOWING:**

#### **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.)

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