

# CONDITIONS OF SALE OF IMMOVABLE PROPERTY

Whereby

**Peter Maskell Auctions CC**

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**3 Wembley Terrace, Suite 1, Wembley, Pietermaritzburg**

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(The "AUCTIONEER")

Duly instructed by

**Neil David Button N.O. and Ebrahim Joosab N.O.**

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In their capacities as the joint appointed liquidators in the estate of

**22 Roslyn (Pty) Ltd, Registration no.: 2020/698653/07**

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**MASTER'S REFERENCE:** D000098/2025

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("The **SELLER**")

Hereby offer for sale by public auction the immovable PROPERTY known as:

**DESCRIPTION:** Section no. 13 on Sectional Scheme Plan Number SS 243/1989 in the scheme known as Twenty-Two, Amanzimtoti, eThekweni Municipality and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota on the said sectional plan.

**SITUATE AT:** 22 Rosslyn Road, Amanzimtoti, Amanzimtoti, KwaZulu Natal

**TITLE DEED NO:** ST7625/2021

**IN EXTENT:** 213 **square metres / hectares**

("The **PROPERTY**")

**1. INTERPRETATION**

1.1. Any reference to:

1.1.1. One gender includes the other gender.

1.1.2. Natural persons include juristic persons and *vice versa*.

1.1.3. Singular includes the plural and *vice versa*.

1.2. And any other references shall *mutatis mutandis* apply.

**2. PROCEDURE**

2.1. The AUCTIONEER has the sole right to regulate the bidding procedure and in the event of any dispute between the bidders the decision of the AUCTIONEER shall be final and binding.

2.2. Subject to the provisions of clause 3.3, the PROPERTY shall be sold to the highest bidder and every bid shall constitute an offer to purchase the property for the amount of the bid and no bid may be withdrawn prior to the expiry of the confirmation period during which the bid will be open for acceptance by the SELLER.

2.3. Should the AUCTIONEER commit any error he shall be entitled to correct such error.

**3. SIGNATURE, ACCEPTANCE AND CONFIRMATION**

3.1. These conditions shall be signed by the highest bidder (the PURCHASER) on request by the AUCTIONEER.

3.2. If this offer is concluded with more than one PURCHASER, the liability of such PURCHASERS shall be joint and several *in solidum*.

3.3. The PURCHASER'S offer shall be open for acceptance by the SELLER for a period of 14 (fourteen) working days after the last date of the auction, ending at 12 noon on Monday, 8<sup>th</sup> June 2026, and may be accepted by the SELLER at any time prior to the expiry of the mentioned confirmation period ("DATE OF ACCEPTANCE"). Acceptance of the offer will be confirmed by the AUCTIONEER to the PURCHASER.

3.4. The SELLER reserves the right to decline the PURCHASER'S offer. The SELLER shall have no obligation to accept the offer and shall not be obliged to furnish a reason for the rejecting of an offer. If the SELLER rejects the PURCHASER'S offer, the SELLER shall be entitled to accept any other offer that may be received in respect of the PROPERTY.

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#### 4. PURCHASE PRICE

The PURCHASE PRICE, exclusive of Value Added Tax (VAT) if applicable, will be payable by the PURCHASER as follows:

- 4.1. A cash deposit of 10% (ten percentum) of the PURCHASE PRICE to the AUCTIONEER immediately on the fall of the hammer, which the PURCHASER hereby authorizes the AUCTIONEER to pay over to the SELLER; and
- 4.2. The balance of the purchase price shall be paid upon registration of transfer of the PROPERTY in the name of the PURCHASER, and pending registration of transfer, shall be secured by means of a suitable guarantee issued by a Financial Institution acceptable to the SELLER. The said guarantee shall be delivered to the conveyancer appointed in terms of clause 7 ("CONVEYANCER") within 30 (thirty) days from the DATE OF ACCEPTANCE, which guarantee shall be payable free of exchange.
- 4.3. Notwithstanding any provisions to the contrary, the PURCHASER acknowledges and agrees that any monies paid to the AUCTIONEER on the date of sale shall not be invested or held in an interest-bearing account and shall be dealt with strictly in accordance with the AUCTIONEER's statutory obligations and internal trust account procedures. The PURCHASER acknowledges that no interest shall accrue on any amount paid to the AUCTIONEER prior to such funds being transferred to and invested by the CONVEYANCER in accordance with the above instruction.
- 4.4. The PURCHASER hereby instructs and authorises the CONVEYANCER, in terms of Section 78(2A) of the Attorneys Act No. 53 of 1979 (as amended), to invest all monies paid by the PURCHASER or on his behalf in terms of this Agreement, once received by the AUCTIONEER, into an interest-bearing trust account, with the interest accruing for the benefit of the SELLER/ESTATE. Such investment shall be made pending registration of transfer or cancellation of this Agreement, whichever may occur first.
- 4.5. The PURCHASER acknowledges that he is aware that the CONVEYANCER will only be in a position to give effect to this mandate once he, the PURCHASER, has furnished the CONVEYANCER with documents, to be requested by the CONVEYANCER, in terms of the Financial Intelligence Centre Act, 2001.
- 4.6. The deposit shall be non-refundable, except in the instance where the sale is not accepted by the SELLER in which event all monies paid by the PURCHASER to the SELLER in terms hereof shall be refunded to the PURCHASER.

#### 5. COSTS OF TRANSFER

- 5.1. The PURCHASER shall be liable, in addition to the Purchase Price, for all costs of registration of Transfer of the PROPERTY including but not limited to: (if applicable) transfer duty, revenue stamps, mortgage loan costs, attorneys' fees, deeds office registration fees, such proportion of the assessment rates levied by the Local Authority as may be due, or such proportion of charges and levies as may be due to a Home Owners Association or Body Corporate, which amounts shall be paid immediately upon

demand by the CONVEYANCER, to the CONVEYANCER, and the conveyancing shall only commence after such costs have been paid by the PURCHASER.

- 5.2. The PURCHASER shall furthermore, in addition to the PURCHASE PRICE, be responsible for the payment of Value Added Tax (VAT) should the above insolvent be a registered VAT vendor, regardless of whether he was aware of this fact on date of signature hereof by himself. The PURCHASER shall make payment of the aforesaid VAT to the SELLER upon registration of the PROPERTY in the name of the PURCHASER.

**6. OCCUPATIONAL INTEREST**

- 6.1. Should occupation be prior to transfer, the PURCHASER will pay occupational interest on the balance of the purchase price from DATE OF OCCUPATION to date of registration of transfer calculated at the greater of 11% (eleven percentum) per annum, or the maximum rate permitted by law, both days inclusive. The interest will be payable monthly in advance before or on the first day of each and every month, the first payment to be made on the first day of the month following the DATE OF OCCUPATION. Payment of the interest will be effected to the CONVEYANCER.

**7. TRANSFER**

Transfer shall be effected by a Conveyancer appointed by the SELLER.

**8. POSSESSION**

- 8.1. Possession of the PROPERTY will be given to the PURCHASER and the PURCHASER shall be obliged to take possession thereof on the Date of Registration of Transfer, unless specifically agreed to by the Bank in writing, from which date the PURCHASER shall be liable for interest on the balance of the purchase price, all municipal rates, taxes, consumption charges, insurance premiums and/or fees and levies payable on the PROPERTY, and from which date the PROPERTY shall be at the sole risk, profit or loss of the PURCHASER. Should the SELLER have made any payment of such a nature for a period after the date of possession, the SELLER shall be entitled to a refund thereof pro rata to the period of prepayment.[S
- 8.2. The PURCHASER shall not be entitled to make any alterations or additions to the PROPERTY before the date of registration of transfer. The PURCHASER shall be obliged, in the event of the cancellation or lapse of this agreement, to forthwith vacate the PROPERTY and restore it to the SELLER in the same condition as when the PURCHASER took possession. The PURCHASER will have no claims whatsoever against the SELLER arising out of any alterations or additions made to the PROPERTY by the PURCHASER.
- 8.3. If the PROPERTY is leased, this Agreement is entered into and subject to the rights of the tenant under any existing Lease Agreement, statutory provisions or the Common Law.

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- 8.4. The PURCHASER agrees that the SELLER does not make any warranties or representations, whether express or implied, regarding vacant occupation and possession. The SELLER does not guarantee vacant occupation of the PROPERTY. Should any eviction orders be required to be effected the purchaser undertakes to obtain an eviction order at his own cost.
- 8.5. PURCHASER acknowledges, in that event, that the PROPERTY may be occupied by the registered owner/s or persons who claim occupation under the registered owner/s or by people unknown to the SELLER or the AUCTIONEER. The SELLER and the AUCTIONEER do not guarantee or represent to the PURCHASER that on the date upon which the PURCHASER is entitled to occupation that the PURCHASER will secure vacant occupation of the PROPERTY. The SELLER shall not be responsible for the ejection of the occupier of the PROPERTY from the PROPERTY or for any costs or damages suffered by the PURCHASER as a consequence of being unable to secure occupation on the date otherwise contemplated in terms of this contract.

## **9. VOETSTOOTS**

- 9.1. The PROPERTY is purchased and sold Voetstoots and the SELLER shall not be liable for any defects, patent, latent or otherwise in the PROPERTY nor for any damage occasioned to or suffered by the PURCHASER by reason of such defect. The PURCHASER admits having inspected the PROPERTY to his satisfaction and that no express or implied representations, guarantees or warranties of any nature were made or given by the SELLER or his AGENT regarding the condition, quality or any other characteristics of the PROPERTY or any of the improvements thereon or accessories thereof. The Purchaser confirms that he/she has effected the necessary inquiries with the local authority regarding compliance or non-compliance of the improvements located on the property in respect of any statutory requirements.
- 9.2. The PROPERTY is sold as described in the existing title deed or deeds thereof and subject to all conditions and servitudes (if any) attaching thereto or mentioned or referred to in the said title deed(s) or prior deed(s). The SELLER shall not be liable for any deficiency in extent, which may be revealed on any re-survey, nor shall the SELLER benefit by any surplus in extent.
- 9.3. The SELLER shall not be required to indicate to the PURCHASER the position of the beacons or pegs upon the PROPERTY and/or boundaries thereof, nor shall the SELLER be liable for the costs of locating same.
- 9.4. The seller does not warrant that all 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.

**10. NOMINEE**

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

- 10.1. the aforesaid notice shall be handed to the SELLER by no later than close of business on the DATE OF ACCEPTANCE;
- 10.2. the notice shall set out the name and address of the nominee so nominated as PURCHASER:
- 10.3. the notice shall be accompanied by the nominee's written acknowledgement:
  - 10.3.1. that it is fully aware of all the terms and conditions of this agreement as if fully set out in such written acknowledgement; and
  - 10.3.2. that it is bound by the provisions of this agreement as the PURCHASER;
- 10.4. Should the PURCHASER nominate a nominee in terms of this clause, then:
  - 10.4.1. all references to the PURCHASER in this agreement shall be deemed to be a reference to its nominee; and
  - 10.4.2. The PURCHASER by his signature hereto, hereby interposes and binds himself as surety and co-principal debtor *in solidum*, for and on behalf of all the obligations of the aforesaid nominee as PURCHASER, to and in favour of the SELLER, for all the PURCHASER'S obligations under this agreement, including damages, and renounces the benefits of division and excussion.

**11. DOMICILIUM**

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

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

**12. PROHIBITION**

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

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**13. JURISDICTION**

- 13.1. For the purpose of resolving any dispute which may exist or occur between the parties hereto, the parties consent to the jurisdiction of the Magistrate's Court or any other court with jurisdiction or a court otherwise competent with jurisdiction over the person of the parties in that each of them resides, carries on business, or is employed within its area of jurisdiction, notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrates' Court Act 32 of 1944 or any amendment thereof provided that the SELLER shall have the right at his sole option and discretion to institute proceedings in any other competent court in respect of any claim which, but for the foregoing, would exceed the jurisdiction of the Magistrate's Court.
- 13.2. In the event of the SELLER instructing its Attorneys to institute any proceedings against the PURCHASER for payment of the purchase price, interest and other monies due by the PURCHASER hereunder or for the performance by the PURCHASER of any of the terms and conditions herein, then the PURCHASER agrees that he shall be liable for and shall pay any such legal costs on the scale as between the Attorney and Own Client.

**14. BREACH**

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

- 14.1. claim immediate payment of any amount due by the PURCHASER; and/or
- 14.2. declare the full balance of the purchase price and interest payable forthwith and claim recovery thereof; and/or
- 14.3. cancel the agreement without any further notice, and retain all amounts paid by the PURCHASER as "Rouwkoop" and the PURCHASER hereby authorises any third party holding such monies to pay the same to the SELLER, and/or
- 14.4. terminate this agreement and claim damages from the PURCHASER, which damages shall include, but not be limited to, the costs and expenses of advertising and selling the PROPERTY to a third party.

**15. AUCTIONEER'S COMMISSION**

- 15.1. Commission calculated at 5% (plus VAT) of the gross purchase price of the property (excluding VAT), will be due and payable by the PURCHASER to the AUCTIONEER on confirmation of the sale. The amount shall be paid on the date of the auction and shall be due and payable and paid to the AUCTIONEER on confirmation of the sale. The Commission Agreement attached constitutes a separate enforceable agreement

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between the AUCTIONEER and the PURCHASER with no recourse against the SELLER.

- 15.2. For the avoidance of doubt, clause 15.1 *supra* constitutes a condition precedent that has to be complied with before any entitlement whatsoever to auctioneer's commission arises. As such, and in the event that the sale is void and/or invalid and/or cancelled by either the purchaser and/or the seller, the auctioneer shall not be entitled to any commission whatsoever.

**16. VARIATION**

This agreement constitutes the whole and only agreement between the SELLER and the PURCHASER and no alteration or variation of this agreement shall be of any force or effect unless reduced to writing and signed by the parties hereto or their duly authorised agents.

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

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

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

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

**18. MARITAL STATUS OF PURCHASER**

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

**19. WAIVER**

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

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## **20. RATES, TAXES AND LEVIES**

- 20.1. The Seller shall be obliged to make payment of all rates and taxes and any statutory levies payable in respect of the property and shall for the account of the Seller supply a clearance certificate to effect registration of transfer into the name of the Purchaser.
- 20.2. Each party shall on demand furnish or ensure the furnishing of all documents, records and verifications required by anyone in regard to the Financial Intelligence Centre Act No. 38 of 2001 relating to this contract the parties or the execution thereof.
- 20.3. The Seller and the Purchaser, and the Agent (if applicable), agree that in the event that any arrear rates and taxes, levies, homeowners' association (HOA) levies, electricity charges, water charges, statutory liabilities, builder's penalties, Section 89 costs, or any other expenses relating to the property exceed the purchase price, this Agreement shall automatically become null and void, and all monies paid by any Party shall be refunded in full.

## **21. CERTIFICATES TO BE OBTAINED**

The PURCHASER shall at his own cost obtain:

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

## **22. SPECIAL CONDITION**

This offer will be especially subject to the consent by the Master of the High Court in terms of the provisions of the Administration of Estates Act, Act 66 of 1965 and the Intestate Succession Act, Act 81 of 1978.

## **23. FIRST RIGHT OF REFUSAL**

- 23.1. If the SELLER does not accept the PURCHASER's offer during the CONFIRMATION PERIOD because it has received a higher offer from a third party, the PURCHASER shall be entitled to increase the PURCHASER's offer during the CONFIRMATION PERIOD in order to match the third party's offer.
- 23.2. Any further offers being made within the confirmation period must be made in writing and only to PETER MASKELL AUCTIONEERS before 12 noon on Thursday, 28<sup>th</sup> May 2026 and will be subject to these Conditions.

23.3. Every such offer shall be submitted to the highest bidder, who will have the first right to equal the offer.

**THE PROPERTY WAS PUT UP FOR SALE BY PUBLIC AUCTION ON THE 19<sup>th</sup> – 20<sup>th</sup> MAY 2026**

and sold by the rise for the amount of R\_\_\_\_\_ ( \_\_\_\_\_ )  
\_\_\_\_\_  
(EXCLUDING VALUE ADDED TAX)

**TO:**

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

(hereinafter referred to as the "PURCHASER")

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

**OR**

**TO:**

COMPANY/CLOSE CORPORATION/TRUST/OTHER: \_\_\_\_\_

(hereinafter referred to as the "PURCHASER")

ENTITY REGISTRATION NO: \_\_\_\_\_

REGISTERED ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE DETAILS:

Business: \_\_\_\_\_

Email: \_\_\_\_\_

Cell: \_\_\_\_\_

as chosen *domicilium citandi et executandi*

herein represented by:

\_\_\_\_\_  
Identity Number:

who hereby warrants that he is duly authorised by resolution of the members/directors of the entity to act on its behalf, and who hereby binds himself as surety and co-principal debtor in solidum for and on behalf of the PURCHASER to and in favour of the SELLER and the AUCTIONEER under 22 Roslyn (Pty) Ltd (in prov. Liquidation) Section no. 13 SS Twenty-Two, Amanzimtoti

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the terms and conditions contained in this Offer, and who further binds himself to due performance hereunder and for all amounts that may be due under this Offer, including damages, arising from whatever cause, and waive the benefits of division and excussion.

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

\_\_\_\_\_

**AS WITNESSES:**

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

\_\_\_\_\_  
**PURCHASER**

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

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

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

**ACCEPTANCE AND CONFIRMATION BY THE SELLER**

Accepted by me this \_\_\_\_\_ DAY OF \_\_\_\_\_

**AS WITNESSES:**

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

\_\_\_\_\_  
**SELLER** - Neil David Button N.O. in his capacity as the duly appointed Joint Liquidator of 22 Roslyn (Pty) Ltd, Master's Ref: D000098/2025

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**SELLER** - Ebrahim Joosab N.O. in his capacity as the duly appointed Joint Liquidator of 22 Roslyn (Pty) Ltd, Master's Ref: D000098/2025

**SELLER'S ADDRESS**  
SEAT Insolvencies  
2 Assurance Street, Pietermaritzburg,  
3201  
Tel: 0877432630  
Email: [neilb@seatinsolvencies.co.za](mailto:neilb@seatinsolvencies.co.za) /  
[tarynn@seatinsolvencies.co.za](mailto:tarynn@seatinsolvencies.co.za)

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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 \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

FUTURE ADDRESS \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

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INCOME TAX NUMBER \_\_\_\_\_

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**INFORMATION FOR CONVEYANCER AND ADMINISTRATION**

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

COMPANY NAME \_\_\_\_\_

REGISTRATION NUMBER \_\_\_\_\_

DIRECTORS FULL NAMES, SURNAMES &  
IDENTITY NUMBERS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COPY OF RESOLUTION \_\_\_\_\_

INCOME TAX NUMBER \_\_\_\_\_

VAT NUMBER \_\_\_\_\_

CONTACT NUMBERS \_\_\_\_\_

(H) \_\_\_\_\_

(W) \_\_\_\_\_

(CELL) \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

REGISTERED ADDRESS \_\_\_\_\_

\_\_\_\_\_

REGISTERED POSTAL ADDRESS \_\_\_\_\_

\_\_\_\_\_

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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

---

VAT NUMBER

---

CONTACT NUMBERS

(H)

---

(W)

---

(CELL)

---

EMAIL ADDRESS

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REGISTERED ADDRESS

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REGISTERED POSTAL ADDRESS

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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 ..... 2026

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

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

Erf description	Section no. 13 on Sectional Scheme Plan Number SS 243/1989 in the scheme known as Twenty-Two, Amanzimtoti, eThekweni Municipality and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota on the said sectional plan. 22 Rosslyn Road, Amanzimtoti, Amanzimtoti, KwaZulu Natal Held under Title Deed no. ST7625/2021 In the extent of 213 square metres
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FROM the insolvent estate of	22 Roslyn (Pty) Ltd (in liquidation)
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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 authorised to execute and sign all documents necessary to give effect to the above resolution

Certified a true copy,

.....  
**MEMBER/ DIRECTOR/ TRUSTEE**

.....  
**MEMBER/ DIRECTOR/ TRUSTEE**

.....  
**MEMBER/ DIRECTOR/ TRUSTEE**

.....  
**MEMBER/ DIRECTOR/ TRUSTEE**

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**ANNEXURE "1"****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.)

**ANNEXURE "2"****Mandatory Disclosure Form  
IMMOVABLE PROPERTY CONDITION REPORT**

There are defects on the PROPERTY; however, the PURCHASER confirms that he has fully acquainted himself with the PROPERTY which he has inspected and that the PROPERTY is sold voetstoots.

**Disclaimer**

This condition report concerns the immovable property situated at Section no. 13 on Sectional Scheme Plan Number SS 243/1989 in the scheme known as Twenty-Two, Amanzimtoti, eThekweni Municipality and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota on the said sectional plan, 22 Rosslyn Road, Amanzimtoti, Amanzimtoti, KwaZulu Natal, Held under Title Deed no. ST7625/2021, In the extent of 213 square metres ("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**

SEAT Insolvencies

2 Assurance Street, Pietermaritzburg, 3201

Tel: 0877432630

Email: [neilb@seatinsolvencies.co.za](mailto:neilb@seatinsolvencies.co.za) / [tarynn@seatinsolvencies.co.za](mailto:tarynn@seatinsolvencies.co.za)

**Definitions**

In this form:

"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 owner 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 owner hereby authorises 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 owner 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

22 Roslyn (Pty) Ltd (in prov. Liquidation)  
Section no. 13 SS Twenty-Two, Amanzimtoti

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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".

### Statement concerning the condition of the property

	Yes	No	N/A
I am aware of defects in the roof.			
I am aware of defects in the electrical systems.			
I am aware of defects in any part of the plumbing systems, including any defects pertaining to the swimming pool, if any.			
I am aware of defects in the heating and/or air conditioning systems, including air filters and humidifiers.			
I am aware of defects in the septic system or other sanitary disposal systems.			
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.			
I am aware of any structural defects in the property.			
I am aware of boundary line disputes, encroachments or encumbrances including a joint driveway.			
I am aware that remodelling or refurbishment has affected the structure of the property.			
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.			
I am aware that a structure on the property has been designated as a historic building.			
<p><b>Additional comments</b></p> <p>Access to the premises is via an internal lift and staircase only. Vehicular access is not available.</p> <p>The property is considered to suffer from both economic and functional obsolescence. The property is also prone to flooding.</p> <p>Peter Maskell Auctions CC has been instructed by the Liquidators of the Estate to sell the Property and makes no representations regarding the condition of the Property.</p> <p>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 Liquidators as he/she/it may otherwise have had, and as may have otherwise arise from its/their response to the Statements above.</p>			

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**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.

**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 authorised 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 \_\_\_\_\_ 2026

\_\_\_\_\_  
Seller

  
\_\_\_\_\_  
Property practitioner

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

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

_____ Initial
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