

**LEO AUCTIONEERS (PTY) LTD**

Reg. no: 1987/003427/07

**Tel:** 082 458 4812

**Email:** piet@leoprops.com

**Address:** 42 Tom Jenkins Drive Rietondale, Pretoria

**Postal:** P.O Box 32806, Waverley, 0135



## **BUYER'S PACK**

**AUCTION 30 MAY 2025 AT 10h30 on site**

**OPENING BID: R 900 000-00**

**REGISTRATION FEE = R 10 000-00**

**PORTION 1 ERF 188 PARKTOWN ESTATE, REGISTRATION DIVISION JR PRETORIA,  
SITUATED AT 82 THE GROVE ROAD, PARK TOWN ESTATE PRETORIA**



**[www.leoauctioneers.co.za](http://www.leoauctioneers.co.za)**

Director: PH Human

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**TITLE DEED DESCRIPTION AND OWNER DETAILS**

PROPERTY INFORMATION			
Property Type	ERF	Diagram Deed Number	T20736/1971
Township	PARKTOWN ESTATE	Local Authority	CITY OF TSHWANE METROPOLITAN MUNICIPALITY
Erf Number	188	Province	GAUTENG
Portion Number	1	Extent	1276.0000SQM
Registration Division	JR	LPI Code	T0JR01920000018800001
Previous Description	-	Co-ordinates (Lat/Long)**	-25.704968 / 28.177645
Suburb / Town**	PARK TOWN ESTATE		

OWNER INFORMATION (1)			
TSHEPHANG JUNIOR MATHOBELA TRUST			Owner 1 of 1
Company Type**	TRUST	Document	T6458/2020
Registration Number	759/2019	Microfilm / Scanned Date	-
Name	TSHEPHANG JUNIOR MATHOBELA TRUST	Purchase Price (R)	1 750 000
Multiple Owners**	NO	Purchase Date	2019/11/29
Multiple Properties**	NO	Registration Date	2020/02/10
Share (%)	-		

**ZONING AND CURRENT USE**

Residential

**MUNICIPAL VALUATION AND RATES**

22/01/25		<b>Property Rates</b>			
		Residential			
		Market Value: 750000.00 Tariff: 0.0122000 Imperm. Value: 15000.00 Valuation Rebate: 135000.00			
		2025/01 Market Value x Tariff ? 12	762.50	0.00	762.50
		Less 15000.00 X 0.0122000 ? 12	- 15.25	0.00	- 15.25
		Less: Valuation Rebate X Tariff ? 12	- 137.25	0.00	- 137.25

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## **OBJECT PROPERTY**

### ***Description***

**±485m<sup>2</sup>** - Double Storey Family Home under pitched tiled roof, consisting :

#### **Ground Level :**

4 Bedrooms, 3½ Bathrooms ( 2 en-suite ), Open plan kitchen and breakfast area with separate washing/laundry room, TV Room, Entrance hall , passage, staircase, lounge and dining room.

#### **Upstairs :**

Games room and Staircase.

**CONDITIONS OF SALE : ONLINE AUCTION**  
SUBJECT TO CONFIRMATION

**LEO AUCTIONEERS (PTY) LTD**

Address : 42 Tom Jenkins Drive      TEL: (076) 422 5530 Kyle  
Rietondale      E-MAIL : [piet@leoprops.com](mailto:piet@leoprops.com)  
PRETORIA      Cell : 082 458 4812 Piet

**(hereinafter referred to as the AUCTIONEER)**

only acting as agents on behalf of Derik de Beer in his capacity as Trustee or as the representative of the Trustee/s of **TSHEPHANG JUNIOR MATHOBELA TRUST IT759/2019**,

Address : MacRobert Attorneys ; 1060 Jan Shoba Street , Brooklyn , Pretoria  
Tel : 012 425 3400  
e-mail : [ddebeer@macrobert.co.za](mailto:ddebeer@macrobert.co.za)

**(hereinafter referred to as the SELLER)**

offer for sale by Public Auction :

**CERTAIN:** Portion 1 Erf 188 in the township of Parktown Estate ,  
registration Division Caledon JR , Gauteng

**MEASURING:** 1276 square meter ;

**SITUATE AT:** 82 The Grove Road, Parktown Estate, Pretoria North

**HELD :** In terms of Title Deed **T6458/2020** and subject to all the  
conditions contained therein, on the following terms:

**(hereinafter referred to as the PROPERTY)**

**1. METHOD OF AUCTION:**  
**SUBJECT TO CONFIRMATION:**

1.1 The PROPERTY is sold by the rise of bid on the advertised, to the highest acceptable bidder (hereinafter referred to as the PURCHASER) subject to confirmation or refusal thereof by the SELLER as described in clauses 1.2 and 2 hereof.

1.2 The SELLER reserves the right of declining to sell to the highest bidder or any bidder, on or before expiry of the period described in clause 2.1 hereof, with the provision that the PURCHASER will be obliged to sign these Conditions of Sale immediately on date of submission of his/her highest bid to the Auctioneer.

1.3 Should the AUCTIONEER make any mistake at the sale, such mistake shall not be binding on any party but shall be rectified immediately, after establishing such mistake.

1.4 All bidders will register for the online auction by paying the prescribed registration fee amounting to R 10 000-00 ( Ten Thousand Rand ) to LEO AUCTIONEERS TRUST

**ACCOUNT , ABSA BANK**

ACCOUNT NUMBER **100 976 2295** [ INTERNET BANK CODE = **632005**]

1.5 If the PURCHASER is a Company/ Trust or Close Corporation, the signatory acting on behalf of the Company , Trust or Close Corporation, will sign the Deed of Suretyship annexed hereto,

1.6 In the event of the highest bid aforesaid not being accepted by the SELLER, or should any necessary consent as mentioned in clause 11 not be obtained, the SELLER, shall be obliged to repay the PURCHASER all amounts which he/she has paid by virtue of this Deed and the PURCHASER shall not be bound by the Conditions of Sale and in which event the parties shall have no claim against each other, save as stipulated herein.

2. **CONFIRMATION AND BIDDING:**

2.1 The PURCHASER is held bound by his bid until **16h00** on the **6<sup>th</sup> June 2025**, (which period hereafter is referred to as the CONFIRMATION PERIOD).

2.2 In the event of a higher bid being received during the CONFIRMATION PERIOD such higher bid must be made to the AUCTIONEER subject to the same terms and conditions stipulated in these Conditions of Sale and on condition that in the event of the PURCHASER exercising his right of first refusal to equal or better such higher bid during the CONFIRMATION PERIOD, the higher bid, so received, shall not be submitted for acceptance.

3. **PURCHASE PRICE:**

The purchase price is payable as follows:

3.1 **DEPOSIT:**

7.5% deposit plus 4,6% buyers commission, described in clause 6.1 below, calculated on the PURCHASE PRICE to LEO AUCTIONEERS TRUST ACCOUNT by way of electronic Bank Transfer ( EFT ), on signature hereof and the balance in cash against registration of transfer, to the SELLER, care of MACROBERT ATTORNEYS, 1060 JAN SHOBA STREET, BROOKLYN, PRETORIA.

3.2 **BALANCE PURCHASE PRICE:**

The PURCHASER shall, within 45 (FORTY FIVE) days after confirmation and acceptance hereof furnish a bank guarantee, approved by the SELLER, to the Transferring Attorney appointed by the SELLER, for the full outstanding purchase price, which guarantee shall be made payable on registration of transfer of the PROPERTY in the name of the PURCHASER.

4. **CAPACITY OF PARTIES:**

In the event of more than one PURCHASER being party to this agreement, the PURCHASERS remain personally, jointly and severally responsible for the prompt and due performance of all their obligations in terms hereof.

5. **TRANSFER AND COSTS:**

5.1 The PURCHASER shall pay transfer fees plus VAT and Transfer Duty or Value Added Tax , calculated on Purchase Price , pertaining to the transfer of the PROPERTY, as

well as all other costs which may be necessary to have the PROPERTY registered in the PURCHASER'S name. Aforesaid costs is payable on request to the SELLER'S attorneys.

5.2 The PURCHASER is liable for payment of all municipal taxes and levies [ if any ], levied upon the PROPERTY by the Local Authority from date of possession and the SELLER is liable for payment up and until date of possession.

5.3 If necessary, the amount required to obtain the clearance certificate/s as described in this clause 2, will be advanced by the PURCHASER to the SELLER, which amount so advanced by the PURCHASER to the SELLER , will be deducted from the purchase price as part payment of the purchase price.

5.3 If necessary, the SELLER shall obtain at the expense of the SELLER, for purposes of registration of transfer of the PROPERTY into the name of the PURCHASER, a certificate of compliance as stipulated in the Electrical Installation Regulations R242 of March 2009 promulgated in terms of the Occupational Health and Safety Act No 85 of 1993 and in the event of any repairs to be done, as stipulated on the certificate to be obtained, the SELLER shall pay for such repairs.

6. **AUCTIONEER'S COMMISSION AND COSTS:**

6.1 AUCTIONEER'S commission calculated at 4% plus VAT, is payable by the PURCHASER to the AUCTIONEER, which commission will be paid to the AUCTIONEER together with the deposit described in clause 3.1 above and which commission will be paid over and above the Purchase Price and does not form part of the Purchase Price and will be due and payable to the Auctioneer on date of acceptance of this offer.

6.2 AUCTIONEERS costs, plus commission at 4% plus VAT, as agreed between SELLER and AUCTIONEER , is payable by the SELLER to the AUCTIONEER, which agreed upon cost and commission will be deducted from the deposit as described in paragraph 3.1 hereof, which commission and costs will be due and payable to the Auctioneer on date of acceptance of this offer and any shortfall ( if any) will be paid on date of registration of transfer.

6.3 The expenses referred to in clause 6.2 will be appropriately invoiced by the AUCTIONEER to the SELLER.

7. **TRANSFERRING ATTORNEY:**

Upon compliance of the provisions of this Deed, transfer of this PROPERTY shall be effected to the PURCHASER, by the SELLER'S Attorney.

8. **BREACH:**

In the event of the PURCHASER failing to comply promptly with all the conditions of this agreement, the SELLER shall be entitled without any notice to cancel this agreement and to repossess the PROPERTY, in which the event the PURCHASER will forfeit the deposit and all other amounts paid by himself, as roukoop and or a genuine pre-estimate of damages. The SELLER will thereafter be entitled to re-sell the PROPERTY, in which event the damages suffered by the SELLER as a result of the PURCHASER'S breach shall be borne by the PURCHASER. The PURCHASER shall not be entitled to any profit arising out of the selling of the PROPERTY.

9. **VOETSTOOTS AND INTRODUCTION:**

9.1 The PROPERTY is sold voetstoots as it stands, neither the SELLER nor the AUCTIONEER being liable in any respect for any damages as a result of any deficiency in

respect of the extent of the PROPERTY herein mentioned being found in any subsequent survey. Neither the SELLER, nor the AUCTIONEER, shall be liable for any defects therein, whether patent or latent. The PROPERTY is sold subject to all the conditions and servitudes mentioned or referred to in the current and original title deeds of the PROPERTY as well as the existing zoning rights. Neither the SELLER, nor the AUCTIONEER, shall be obliged to indicate the existing boundaries or beacons of the PROPERTY.

9.2 The PURCHASER hereby acknowledges that he has not been influenced into signing this agreement by any express or implied information, statement or representation made by or on behalf of the SELLER, but has signed same out of his own free will.

10. **POSSESSION, OCCUPATION AND RISK:**

10.1 Occupation of the PROPERTY shall be given to the PURCHASER by the SELLER on date of registration of transfer of the PROPERTY into the name of the PURCHASER, where after the risk of profit or loss shall pass to the PURCHASER, subject to any legal or illegal occupation of the PROPERTY by any occupants.

10.2 if agreed between the SELLER and the PURCHASER that occupation be given by the SELLER to the PURCHASER, before date of registration of transfer, then in that event occupational rent will be paid by the PURCHASER to the SELLER, in terms of an agreed amount between PURCHASER and SELLER, which agreement will be in writing.

11. **MASTER'S CONSENT:**

Should the consent of the Master of the Supreme Court or any Government, Provincial, Local or any other Authority be required before transfer of the PROPERTY or any portion thereof can be registered in the name of the PURCHASER, this agreement is subject to the suspensive condition that upon failing of which the sale shall be regarded as cancelled, where after the parties shall have no further obligations or claims as a result thereof, save as mentioned herein.

12. **INDULGENCES :**

No indulgence or relaxation which the SELLER may allow the PURCHASER in respect of the carrying out of the PURCHASER'S obligations under this agreement shall prejudice the SELLER'S rights as stipulated herein or be regarded as a waiver of any of the SELLER'S rights in any manner whatsoever.

14. **ALTERATIONS AND CONSTRUCTION :**

In the event of occupation being given to the PURCHASER prior to registration will not undertake and/or commence any service installation, excavation and/or construction of any nature on the PROPERTY, before the date that the PURCHASER has delivered the guarantees as described in clause 3 above.

**SIGNATURE BY HIGHEST BIDDER:**

After the reading of the abovementioned Conditions of Sale in public, the aforesaid PROPERTIES were offered for sale by public auction on **30<sup>th</sup> May 2025** and sold by the rise of bid, subject to acceptance and confirmation :

to:.....

ID.....in his/ her capacity as .....  
representing the buyer.....  
[ Company / Trust Close Corporation / Partnership ]

Address: .....

**PURCHASE PRICE , = R**\_\_\_\_\_

[ \_\_\_\_\_ ]

**AS WITNESSES :**

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

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

**SIGNATURE BY SELLER:**

ACCEPTED by myself this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**AS WITNESSES :**

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

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

SELLER/ .....



## **DEED OF SURETYSHIP**

I/WE, the undersigned, do hereby bind myself/ourselves jointly and severally as surety/ies in solidum and co-principal debtor/s with the PURCHASER and the bidder who has signed this agreement of sale for the due performance by the PURCHASER and such bidder of all his obligations in terms of this agreement of sale, and I/we do hereby specifically waive all benefits of the legal exceptions known as *non numeratae pecuniae, non causa debiti, errori calculi, de duobus vel pluribus reis debendi en beneficia ordini seu excussionis et divisionis*, i.e. the benefit of division and excusion, and acknowledge myself/ourselves to be fully acquainted with the meaning and effect thereof, which obligation will continue until the PURCHASER'S obligations in terms of this Agreement has terminated.

My/Our liability in terms hereof shall not be effected, prejudiced or vitiated by any concession or accommodation which may be made by the SELLER or his successor in title to the said PURCHASER or bidder, and I/we are not entitled to receive any prior notice in this regard.

SIGNED at \_\_\_\_\_ on this day of \_\_\_\_\_ 20\_\_\_\_

Signature of surety/ies: \_\_\_\_\_

Full names and addresses:.....

### **WITNESSES :**

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

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

## Photos









































