TIC AUCTIONS & PROPERTY SALES.

Estate Agents | Appraisers | Auctioneers

BIDDER'S PACK

ERF 432 HIBBERDENE

432 ADRIENNE AVENUE, CATALINA BAY, HIBBERDENE

ONLINE AUCTION	**15 - 16 OCTOBER 2026**
AUCTION COMMENCES	**11H00**
REGISTRATION FEE	**R20 000 REFUNDABLE**
DEPOSIT	**15% OF PURCHASE PRICE**

Estate of the Late Johannes Christoffel Jacobsz
Master's Reference No: 011473/2025/DBN

Enquiries
033 394 0231 | 083 656 0891
admin@ticauctions.co.za
www.ticpropertysales.co.za

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IMPORTANT

This bidder's pack is a convenient compilation of the auction information supplied to TIC Auctions. Prospective bidders should read the full Conditions of Sale and Rules of Auction contained in this pack before bidding. Where any summary in the introductory pages differs from the signed legal documents, the legal documents govern.

1. AUCTION AT A GLANCE

Auction method	Online at www.ticpropertysales.co.za
Auction dates	15 October 2026 - 16 October 2026
Auction commencement	11h00
Bidder registration fee	R20 000 refundable registration fee
Successful bidder	Signs the sale agreement directly after the sale
Deposit	15% of the purchase price; the R20 000 registration fee is deducted from the deposit
Confirmation	Subject to seller confirmation / acceptance period as set out in the legal documents

2. PROPERTY SUMMARY

Property	ERF 432 Hibberdene, Registration Division FU, Province of KwaZulu-Natal
Street address	432 Adrienne Avenue, Catalina Bay, Hibberdene
Extent	1374 m²
Seller	Kristal Moodley, as Executor in the Estate of the Late Johannes Christoffel Jacobsz
Master's reference	011473/2025/DBN
Sale basis	Public auction, subject to the Conditions of Sale

3. BIDDER REGISTRATION & CHECKLIST

Before the auction

■ Read the full Rules of Auction and Conditions of Sale.

■ Register before the auction and pay the R20 000 refundable bidder registration fee.

■ Submit FICA documentation, including proof of identity and proof of residence.

■ If bidding for another person or entity, provide the required written authority and supporting FICA documentation.

■ Inspect the property and satisfy yourself as to its condition and all information relevant to your bid.

■ Know your bidding limit and allow for transfer/conveyancing costs and any other costs set out in the Conditions of Sale.

If you are the highest acceptable bidder

■ Sign TIC Auctions' standard sale agreement directly after the sale.

■ Pay the 15% deposit in accordance with the Conditions of Sale; the registration fee is credited as stated in the Rules.

■ Provide the required bank guarantee for the balance within the period specified in the Conditions of Sale.

■ Remember that the sale remains subject to the seller's confirmation as set out in the legal documents.

PLEASE NOTE: The property is sold on the terms contained in the Conditions of Sale. This checklist is only a practical summary and is not a substitute for the legal documents.

T.I.C. Auctions CC
Company Registration No. 2006/003667/23
Incorporating TIC Property Sales
Tel: 033 394 0231
Cell: 083 656 0891

admin@ticauctions.co.za

No 16 Villa Assumpta Place, Wembley, Pietermaritzburg 3201
P.O. Box 11942, Dorpspruit, 3206

www.ticpropertysales.co.za

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CONDITIONS OF SALE AND AGREEMENT: Fixed Property

Whereas **TIC AUCTIONS (CC) (Reg. No. 2006/003667/23)** in their capacity as Auctioneers will sell the property hereunder described by public auction on the instruction received from:

1. **Kristal Moodley, ID NO: 911104 0196 087, as Executor in the Estate of the Late Johannes Christoffel Jacobsz, Masters Reference No: 011473/2025/DBN**

(Hereinafter referred to as "**the SELLER**"), we are selling herewith the property known as:

PROPERTY DESCRIPTION: ERF 432 Hibberdene, Registration Division FU, Province of KwaZulu Natal, situated at 432 Adrienne Avenue, Catalina Bay, Hibberdene, in extent 1374m².

This sale is subject to the following terms and conditions:

1. **SALE:** The property will be sold to the highest acceptable bidder subject to confirmation by the Executor/Trustee/s/Seller, which confirmation or refusal will be given without furnishing any reasons within 7 **working days** from the date of the sale. If during the confirmation period a higher offer is made, the offer must be made through offices of the Auctioneer, under the same conditions and terms as in this contract with the proviso that the original **PURCHASER** can equal the higher offer within 24 hours.

2. **PURCHASE PRICE:** The purchase price is to be paid as follows:

2.1 A D**eposit** of **15%** of the purchase price upon signing of these Conditions of Sale and payable to the Auctioneer and to be held in the Auctioneers Trust account.

2.2 The balance on registration of transfer in the name of the **PURCHASER** for which the **PURCHASER** will be obliged to furnish an approved bank guarantee within **30** days of confirmation of the sale which guarantee will be payable to the **SELLER** or his nominee for the full balance or the purchase price, which guarantee will be payable at the Purchasers Attorney.

3. **COSTS:** The **PURCHASER** will also pay on request the Conveyancing costs, including transfer costs, transfer duty, stamps and all other expenses required to effect transfer into his name.

The conveyancing shall be attended to by the **SELLERS ATTORNEY** and the **SELLERS ATTORNEY** shall be entitled to charge according to the recommended tariff as laid down by the KwaZulu Natal Law Society relating to transfer of immovable property.

4. **AUCTIONEERS COMMISSION: Auctioneers Commission of 10% (TEN PERCENTUM) of the Purchase Price plus VAT** shall accrue and shall be paid to the Auctioneer by the **SELLER**, upon acceptance of the sale by the SELLER. The Auctioneer will hold the **Deposit** (cl. 2.1) in the Auctioneers Trust Account until acceptance of this Offer to Purchase by the **SELLER**. Immediately upon such confirmation and acceptance by the **SELLER**, the Commission shall be deemed to have been earned and shall be payable to the Auctioneer from the Deposit paid by the Purchaser. In the event of the **PURCHASER**, for any reason, failing to fulfil his commitment in terms of this clause the Auctioneer shall be entitled to use the Deposit as full payment of its Commission as soon as the **SELLER** has accepted the offer to Purchase.

5. **TRANSFER:** As soon as the **PURCHASER** has paid or guaranteed the full purchase price together with all the costs and disbursements as mentioned above, the property will be transferred into the name of the **PURCHASER** which transfer will be effected by the attorneys nominated by the **SELLER.**

6. **DOMICILIUM AND NOTICES:** The **PURCHASER** chooses as his domicilium citandi et executandi for all purposes under this agreement, for purposes of service of court process, notices or any other documents or communications whatsoever the address set out in this contract. All notices dispatched to the **PURCHASER** by registered mail shall be deemed to have reached him five (5) days from date of posting or on the same date if delivered by hand or by E-mail.

7. **BREACH:** Should the **PURCHASER** fail to comply with all or any of the terms and conditions of this agreement the **SELLER** will be entitled but not obliged to summarily cancel this agreement without giving any notice to the **PURCHASER**. In the event of such cancellation the **PURCHASER** will forfeit the deposit towards liquidated damages. Alternatively the **SELLER** will be entitled to sell the property by public auction or private treaty at the risk and costs of the **PURCHASER** and loss which may arise as a result of such resale will be payable by the **PURCHASER**. The **PURCHASER** will however not benefit by any profit which may arise out of the resale.

8. **VOETSTOOTS:** The property is sold "voetstoots" and the **SELLER** shall not be responsible should it later transpire that the measurements of the property differ from the measurements given and the **PURCHASER** acknowledges that he has seen and inspected the property noted the derelict buildings thereon and accepts the same as it stands with all defects, latent or

otherwise. The property is further sold subject to all conditions and servitudes mentioned in the original and subsequent Deeds of Transfer.

9. **GOOD FAITH:** Descriptions and information in advertisements and catalogues or given verbally, are given in good faith.

10. **BEACONS:** The **SELLER** or the Agent is not obliged to point out the beacons or boundaries of this property.

11. **CONFIRMATION:** The date of confirmation and acceptance of this agreement by the **SELLER** shall be within 7 **working days** from the date of signature hereof, during which time the Purchaser is irrevocably bound by the conditions of this agreement.

12. **POSSESSION:** Possession of the property will be given to the **PURCHASER** on date of **Registration of Transfer** into the name of the **PURCHASER** from which date onwards all risk, profit and/or loss in the property will be on the **PURCHASER** and from which date he/she will be responsible for all assessments and duties payable in respect of the property. If such payments and duties have already been pre-paid, the **PURCHASER** will be obliged to refund that portion to the **SELLER**.

14. **EXISTING OCCUPANT:** The property is sold subject to existing lease agreement(s), if any, and thus to the rights and interests of the existing tenant(s) or lessee(s). The onus will be on the **PURCHASER** to arrange with the tenant(s) or lessee(s) for the vacation of the property after the sale was confirmed, if the **PURCHASER** wishes them to vacate the property. (If Applicable).

15. **FIDUCIARY:** The **PURCHASER** acknowledges that he is aware of the fact that the **SELLER** acts in his fiduciary capacity as Trustee of Deceased Estate and that this agreement is subject to the Terms of Section 42(2) and 34 of the Estate Act. No. 66 of 1965.

16. **ALTER:** The **PURCHASER** is not entitled to alter, modify and/or add to this property before date of transfer of the property into the name of the **PURCHASER**.

17. **MISTAKE:** Should the Auctioneer/Agent commit any mistake during negotiation of this sale, such mistake shall not be binding upon the **SELLER** or the **PURCHASER** and shall be rectified immediately.

18. **SIGN:** The **Highest Bidder** will immediately after the sale, sign these Conditions of Sale and if he/she bought “Quo Qualitate” he/she will make known his/her principal’s credentials and authority. The person that signs these Conditions of Sale will under all circumstances also be

personally liable for the implementation of the conditions of this agreement even if he/she is acting on behalf of a principal or legal adviser who already exists or is still to be established. The **PURCHASER** binds him/herself hereby for due fulfillment of the above mentioned Conditions of Sale with which he/she is fully acquainted.

19. **ENTOMOLOGIST:** The **SELLER** shall provide the Conveyancer with a report issued by a government approved entomologist to the effect that there is no evidence of timber destroying insects (excluding Ambrosia and Emobius Mollis, which are considered harmless) in the buildings on the property, provided that should there be any evidence of such infestation, the **SELLER** shall be obliged, at his own expense, within 10 (TEN) days after receipt of such report and recommendations, to contract with the entomologist or any other qualified person for the treatment to the buildings in terms of such recommendations. On receipt by the Conveyancer of a report by an registered entomologist that the infestation has been eradicated, the terms of this clause shall be deemed to have been fulfilled by the **SELLER.** Should the **SELLER** not enter into any such contract or contracts, then in such event the **PURCHASER** shall be entitled, at the expense of the **SELLER,** to have such eradication effected as above contemplated.

20. **ELECTRICAL:** The **SELLER** shall be obliged to obtain at his own cost the "Certificate of Compliance" required in terms of the Government Regulations No. 2920 of 1992, promulgated under the Machinery and Occupational Safety Act (Act no. 6 of 1983), as well as all costs incidental to the obtaining of said certificate, which certificate must be obtained as from date of registration of transfer.

21. **CHOICE OF LANGUAGE:** The **PURCHASER** acknowledges that this contract has been drawn up in a language that he fully understands. (Die **KOPER** erken dat hierdie Ooreenkoms opgestel is in n taal wat hy/sy volkome verstaan).

22. **SUSPENSIVE CONDITIONS:**

The parties agree that this Deed of Sale is subject to the following suspensive condition:

22.1 **MASTER AND BENIFICIARIES CONSCENT:**

Insofar as may be required in law this sale and the terms and conditions hereof are subject to all necessary consents being obtained from the Master of the High Court and/or the beneficiaries in the estate referred to in the introduction to this agreement, or both, as the case may be. Should such consent not be obtained, or should the Master of the High Court decline for any reason to furnish a certificate in terms of section 42(2) of the Administration of Estates Act 66 of 1965, then this agreement shall lapse and be null and void. The **PURCHASER** shall pending such consents, be irrevocably bound by the conditions of this agreement.

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23. SPECIAL CONDITIONS:

_____

_____

_____

I the undersigned, the **Highest Bidder**, namely:

_____

IDENTITY NUMBER:

_____

RESIDENTIAL ADDRESS:

_____

POSTAL ADDRESS:

_____

TELEPHONE:

(W) _____ **(C)** _____ **(H)** _____

E-Mail_____

MARITAL STATUS:_____

FULL NAMES OF SPOUSE (If married in community of property):

_____ ID: _____

Acknowledge that I have purchased the above property for the sum of:

R_____ (_____) (IN WORDS)

SIGNED AT _____ **on this the**_____ **day of** _____ **2026.**

_____ _____

WITNESS **PURCHASER**

_____ _____

WITNESS **SPOUSE**

TIC AUCTIONS CC, Agents for the SELLER, declare herewith that they have sold the above mentioned property on the previously mentioned conditions.

SIGNED AT _____ **on this the** ___ **day of** _____ **2026.**

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_____ _____

WITNESS **AUCTIONEER FOR SELLER**

CONFIRMATION OF SALE:

I, the undersigned,

_____

of the following address:

_____

_____

Tel: _____

E-Mail: _____

confirm herewith the sale on the conditions mentioned herein.

SIGNED AT _____ on this _____ day

of_____2026.

_____ _____

WITNESS **SELLER / EXECUTOR / TRUSTEE**

_____ _____

WITNESS **SELLER / EXECUTOR / TRUSTEE**

INFORMATION FOR CONVEYANCER
TO BE COMPLETED BY THE PURCHASER

FULL NAMES/TRUST DETAILS/COMPANY (Purchaser) ……

TRUST/COMPANY REGISTRATION NO ……

PRESENT ADDRESS …….

POSTAL ADDRESS ……..

DATE OF BIRTH …… ID No. ……

FULL NAME OF HUSBAND/WIFE (if applicable) ……

HIS/HER DATE OF BIRTH …… ID No. ……

MARITAL STATUS: …… DATE OF MARRIAGE: …….

ANC OR IN COM. OF PROP. No. ……

TEL No. (H) ……. (B) ……CELL No. ……..……

TEL No. (H) …… (B) …… E-Mail ……...

I certify the above information to be correct. _____

Purchaser / Sign

TO BE COMPLETED BY THE SELLER

FULL NAMES (Seller) ……

PRESENT ADDRESS ……

POSTAL ADDRESS ……

FUTURE ADDRESS ……

Tel. No. (H) ……(B) ……CELL No. ……..

FAX No. (H) …….. (B) ……E-Mail ……

DATE OF BIRTH …… ……..ID No. …..……

FULL NAME OF HUSBAND/WIFE (if applicable) ……

HIS/HER DATE OF BIRTH …… ID No. …….

MARITAL STATUS: …… DATE OF MARRIAGE: ……

ANC OR IN COM. OF PROP. No. ……

TITLE DEEDS WITH …… LOAN AC No. ……

MANAGING AGENTS: …… EXISTING BOND (Approx. Balance) R …….

I certify the above information to be correct. _____

Trustee/ Seller / Executor / Sign

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RULES OF AUCTION:

Place of Auction:
On Line @ www.ticpropertysales.co.za
Date and time of Auction:
15 October 2026 – 16 October 2026

These Rules of Auction comply with Section 45 of consumer Protection Act 68 of 2008 and the Regulations thereto (”the CPA”).
In accordance with the provisions of the CPA, T.I.C. Auctions CC. and the Auctioneer, hereby declare as follows:

1. Each lot is, unless announced to the contrary, regarded to be subject of a separate transaction;
2. The sale in respect of any lot is complete when the Auctioneer announces its completion by the fall of the hammer and the statement “Sold”, and until then a bid may be retracted;
3. Unless otherwise announced, all lots are sold subject to a reserve price and/or to a 7 day acceptance period in favour of the seller;
4. Unless otherwise announced, T.I.C. Auctions CC and the Auctioneer are entitled to bid on behalf of the seller up to the reserve price;
5. The auction will commence at 11h00 and will not be delayed to allow any specific person or persons to take part in the auction;
6. The highest bidder (“the purchaser”) acknowledges that, should his/her bid be knocked down as the highest bid in respect of any lot bid upon, he/she will sign the sale agreement directly after the sale and pay the 15% deposit less the R20 000 bidders registration fee, in to the Auctioneers Trust Account.
7. Any bidder who intends to bid on behalf of another must produce a letter of authority that complies with Regulation 26(3) of the CPA, which states that such a letter must expressly authorise such a bidder to do so, and that both such principal and the bidder must submit documentation in support and verification of their identities in terms of the financial Intelligence Centre Act (”FICA”), and such bidder must sign a bidder’s record containing such details;
8. Acknowledges and understands, that should his/her bid be the highest bid on any lot, he/she will then be obligated to sign the Auctioneer's standard agreement of sale by public auction, which agreement the bidder acknowledges to have acquainted himself/herself therewith;
9. T.I.C. Auctions CC has a Trust account which is audited in terms of The Estate Agency Affairs Act and all monies will be paid for the benefit of the seller minus the agreed commission;
10. The Auctioneer will announce the reason for the auction unless such reason is the normal and voluntary disposal of the property by the owner;
11. All bidders must register prior to the commencement of the auction, pay a refundable bidders registration fee of R20 000 to the auctioneer, read the Rules of Auction, comply with all FICA requirements and provide proof of ID, residence, authority to transact on a formal letterhead;
12.1 The bidder’s record and vendors roll required to be kept in terms of the CPA will be available for inspection free of charge during normal working hours at the offices of T.I.C. Auctions;
12.2 The Purchaser will not be liable for payment of any arrear fees pertaining to the property unless stipulated by the Conditions of Sale.
13. Any person present at the auction may object to the Rules and such objection shall be recorded in the vendors roll;
14. The costs of an auction are as follows:
• cost of advertising R22 800
• cost of the event and conducting an auction
Nil Rand
Total cost R22 800.
15. The conduct of the auction is subject to the control of the Auctioneer who has the sole right to regulate the bidding;
16. The auctioneer and the TIC Auctions CC can not be held liable for any electronic malfunction, break in the internet connectivity which may affect bidders in any way.
16. The property sold shall be sold to the highest bidder, subject to the Rules of Auction;
17. Should the SELLER reject the PURCHASER's offer, the AUCTIONEER will repay to the PURCHASER any deposit and commission paid to it in terms of this agreement.
18. These Rules have not been amended after their initial publication.

Signed by the
Auctioneer:
Auctioneer full name:
Jacques Wynand van Rooyen, TIC Auctions CC
Address:
16 Villa Assumpta Place, Wembley, Pietermaritzburg, KZN, 3201, Contact number: 033 394 0231 or 083 656 0891

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